

# Agenda

## Regular Meeting of the Board of Directors of Yuima Municipal Water District

Monday, October 28, 2019 2:00 P.M.  
34928 Valley Center Road, Pauma Valley, California

Ron W. Watkins, President  
Roland Simpson, Vice-President  
Don Broomell, Secretary / Treasurer

Laney Villalobos, Director  
Steve Wehr, Director

Pursuant to Government Code section 54953, teleconference locations for this meeting will be provided at Egg Harbor, 512 N. Wester Ave., Lake Forest, IL 62245.

### AGENDA TOPICS

- 2:00 p.m.
1. **Roll Call** - Determination of Quorum Broomell
  2. **Pledge of Allegiance**
  3. **Approval of Agenda** – At its option, the Board may approve the agenda, delete an item, reorder items and add an item to the agenda per the provisions of Government Code §54954.2. Watkins
  4. **Public Comment** – This is an opportunity for members of the public to address the Board on matters of interest within the Board’s jurisdiction that are not listed on the agenda. The Brown Act does not allow any discussion by the Board or staff on matters raised during public comment except; 1) to briefly respond to statements made or questions posed; 2) ask questions for clarification; 3) receive and file the matter; 4) if it is within staff’s authority, refer it to them for a reply; or 5) direct that it be placed on a future board agenda for a report or action. Inquiries pertaining to an item on the agenda will be received during deliberation on that agenda item. No action can be taken unless specifically listed on the agenda (Government Code §54954.3).D48 Watkins
- 2:05 - 2:08 P.M.
- I. **SPECIAL REPORTS**  
Joint Powers Fire Report Bishop
- 2:08-2:10 P.M.
- II. **CONSENT CALENDAR**  
Consent Calendar items will be voted on together by a single motion unless separate action is requested by a Board Member, staff or audience member.
    1. Approve minutes of the Special Meeting of September 30, October 2, and October 14 , 2019.
    2. Approve of Accounts Paid and Payables for & Reporting under Government Code §53065.5 for September 2019.
    3. Accept of Monthly Financial Reports - September 2019, Treasurer’s Report and Cash Statements.

III. **ACTION DISCUSSION**

1. **Proposed Resolution Approving the Execution and Delivery of an Installment Agreement for the Purpose of Financing the Forebay Pump Station and Other Water System Improvements and Approving the Delivery of Certain Documents in Connection Therewith** Watkins/Reeh

*Background:* In August the Board approved staff to proceed with securing financing for the Forebay Pump Station Rehabilitation. Staff worked with Urban Futures and Piper Jaffray and obtained six proposals, from which one was chosen based on rate and agreement terms. The proposal from BBVA has a rate of 2.66% over a 20 year term. The attached resolution and agreement details all financing terms and authorizes funding of bond.

*Recommendation:* That, should the Board agree, the Board approve the Resolution as presented.

2. **Proposed Resolution Awarding Construction Contract for Forebay Pump Station Rehabilitation Project.** Watkins

*Background:* Bid opening was held October 15, 2019 at 11:00 a.m. The District received bids ranging from \$3,195,000 to \$4,370,000. The qualified low bidder is Canyon Springs Enterprises/DBA RSH Construction with a bid amount of \$3,195,000.

*Recommendation:* That, should the Board agree, the Board approve the proposed resolution and authorize staff to issue the Notice of Award.

3. **Approval of Forebay Pump Station Construction Project Management Contract for TKE Engineering.** Watkins

*Background:* As part of the Forebay construction project there are certain construction coordination and administration processes that are required to be performed to insure all Department of Industrial, OSHA, and other regulatory agency requirements are met and to keep the project on schedule for timely completion. The attached proposal details the service coordination that will be provided at a proposed cost of \$315,800. Costs will be paid from bond proceeds.

*Recommendation:* That, should the Board agree, the Board approve the contract as presented.

4. **Approval of Contract Amendment for Dexter Wilson: Forebay Inspection Services Management.** Watkins

*Background:* As part of the Forebay construction project certain structural, surveying and geological inspections will need to be coordinated and performed throughout the duration of the project. Dexter-Wilson has proposed an increase of \$128,400 to their current contract to provide these services. All inspection fees are included in the proposed cost. These funds will be paid for from the bond proceeds.

*Recommendation:* That, should the Board agree, the Board approve the contract amendment as presented.

5. **Approval of Purchase Orders for TKE Engineering and Dexter Wilson to Perform Services in Association with the Forebay Pump Station Rehabilitation Project and The Rincon Ranch Road Pipeline Replacement Project.** Watkins

**Background:** Under the Purchasing Policy the Board must approve any purchase order over \$35,000. The purchase orders listed below are to provide the services indicated in Action Items 3 & 4 of this agenda as well as the contract for Design Engineering and Bidding for the Rincon Ranch Road Project that was approved at the September 30, 2019 meeting.

TKE Engineering: \$315,800.00 - Forebay Construction Management

Dexter-Wilson: \$128,400.00 - Forebay Surveying and Inspection Mngmt

TKE Engineering: \$51,370 - Rincon Ranch Road Design Engineering

**Recommendation:** That, should the Board agree, they approve the purchase orders as presented.

6. **First Reading of Ordinance to Implement a Moratorium on the Installation of New Meters larger than 1" in Size.** Watkins

**Background:** At the September Board meeting the Board discussed instituting a possible moratorium on the installation of meters larger than 1" within Yuima General District and IDA. Staff was directed to compose an Ordinance to implement the moratorium.

**Recommendation:** That the Board conduct the first reading of the Ordinance as required by law.

7. **Proposed Resolution Setting Forth the Time and Place of Hearing and Giving Notice of Hearing to Consider Proposed Modification to Rates and Charges for Future Automatic Adjustments to Pass Through any Increases or Decreases in Wholesale Fixed Charges for Water.** Reeh

**Background:** The District last increased water rates and charges in July 2019 to, among other things, account for certain increases in wholesale charges paid by the District. Staff now believes it is advisable to propose a modification to the rates and charges to provide for future automatic adjustments as, and to the extent permitted by section 53756(c) of the Government Code, to pass through any increases or decreases in SDCWA's and / or MWDSC's wholesale fixed charges for water.

**Recommendation:** If the Board desires for staff to proceed with a proposed modification as described above, that the Board approve the proposed resolution setting the date and time for a public hearing and direct staff to give notice of such public hearing and take all other action required by law.

8. **Review and Discussion on Forebay Generator Options** Watkins

**Background:** The Forebay Pump Station design included a back up generator by Kohler. The Board requested that Staff research generator options from CAT or Cummins. Dexter-Wilson obtained the included quotes as requested.

*Recommendation:* That the Board give Staff direction as to which option the Board wished to pursue.

3:00 - 3:30 P.M.

**IV. CLOSED SESSION**

- |    |   |         |
|----|---|---------|
| 1. | Significant exposure to litigation pursuant to subdivision (c) of Section 54956.9(b) (two potential cases).   | Watkins |
| 2. | Consideration of initiation of litigation pursuant to Government Code section 54956.9(c) (one potential case) | Reeh    |
| 3. | Pursuant to Government Code section 54957 Public Employee Performance Evaluation – General Manager            | Watkins |

3:30-3:45 P.M.

**V. INFORMATION / REPORTS**

- |    |  |                    |
|----|--|--------------------|
| 1. | <b>Board Reports / Meetings</b><br>President/JPIA<br>San Diego County Water Authority/MWD<br>Other Meetings (SGMA/GSA)             | Watkins<br>Simpson |
| 2. | <b>Administrative</b><br>General Information   | Reeh               |
| 3. | <b>Capital Improvements</b>  | Reeh               |
| 4. | <b>Operations</b><br>General Information<br>Rainfall<br>Production / Consumption Report<br>Well Levels<br>District Water Purchased | Simon              |
| 5. | <b>Counsel</b>   | Burns              |
| 6. | <b>Finance &amp; Administrative Services</b><br>General Information<br>Delinquent Accounts   | Reeh               |

3:45-4:00 P.M.

**VI. OTHER BUSINESS**

- |    |  |  |
|----|--|--|
| 1. | Review attorney costs and work performed |  |
|----|--|--|

4:00 P.M.

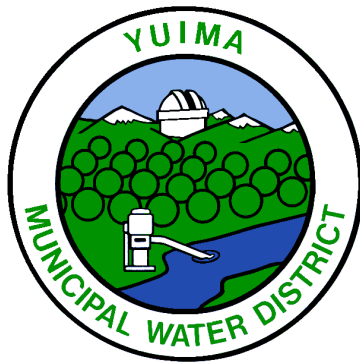
**VII. ADJOURNMENT**

*NOTE: In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting, please contact the General Manager at (760) 742-3704 at least 48 hours before the meeting to enable the District to make reasonable accommodations. The meeting begins at 2:00 p.m. The time listed for individual agenda items is an estimate only. Any writings or documents provided to a majority of the members of the Yuima Municipal Water District Board of Directors regarding any item on this agenda will be made available for public inspection during normal business hours in the office of the General Manager located at 34928 Valley Center Road, Pauma Valley.*

I.  
SPECIAL REPORTS

# **YUIMA BOARD OF DIRECTORS MEETING**

## **FIRE REPORT**



**September 2019**

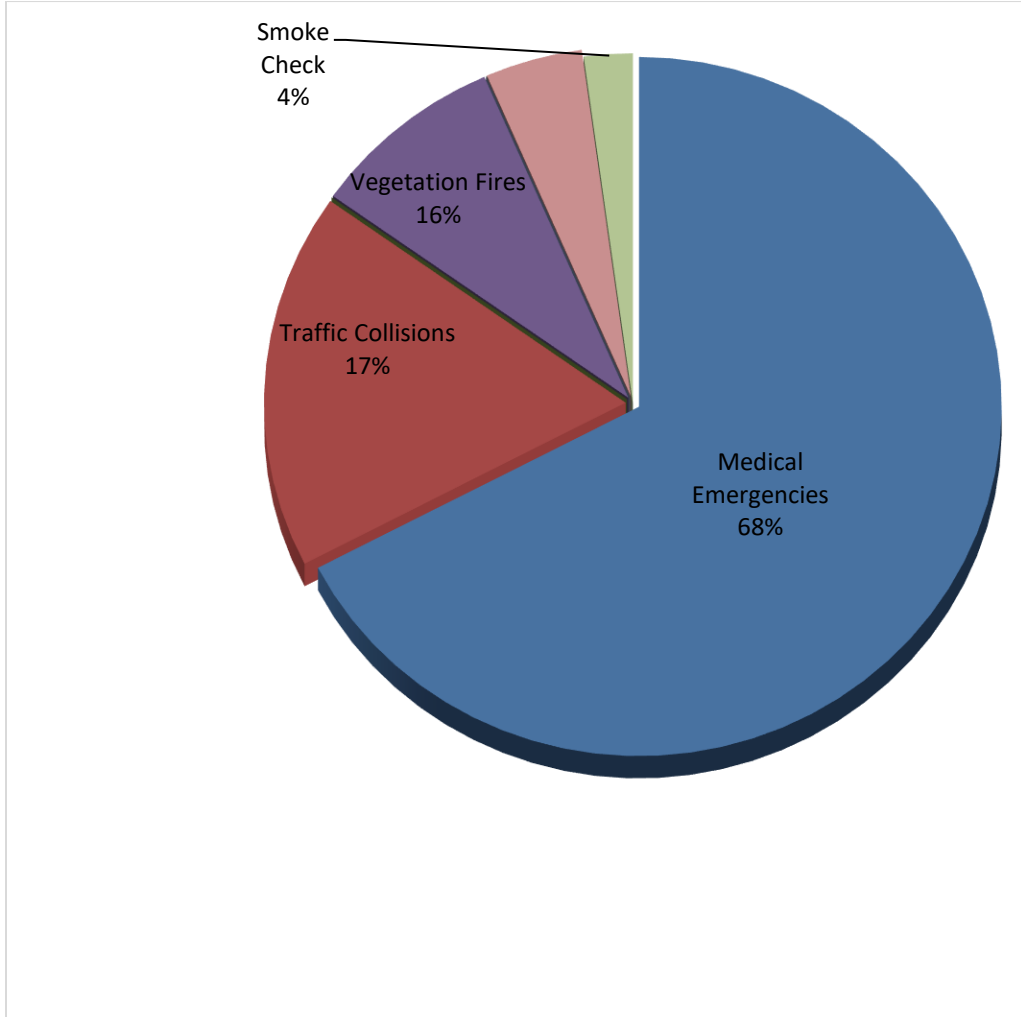
**CAL FIRE SAN DIEGO UNIT – RINCON STATION 70**  
**PROUDLY SERVING THE YUIMA MUNICIPAL WATER DISTRICT**

PREPARED BY FIRE APPARATUS ENGINEER ANDERSON

<u>Response within IA</u>	<u>SEP 2019</u>	<u>JAN - AUG</u>	<u>District YTD</u>
Medical Emergencies	31	266	297
Traffic Collisions	8	95	103
Vehicle Fires	0	8	8
Vegetation Fires	4	32	36
Structure Fires	0	11	11
Swift Water Rescues	0	0	0
Fire Alarm Ringing	0	14	14
Illegal Debris Burns	2	15	17
Smoke Checks	1	13	14
PSA / Other	0	27	27
Canceled en route	2	116	118
Assist to Pauma Reservation Fire	0	3	3
Assist to La Jolla Reservation Fire	7	95	102
Assist to Rincon Reservation Fire	0	2	2
Assist to Valley Center Fire	0	1	1
Assist Palomar SDFA	0	1	1
Assist to Pala Reservation Fire	0	2	2
<b><u>Month Total Responses</u></b>	46		
<b><u>Station YTD Responses</u></b>		481	527

# CALL TYPE BY PERCENTAGE

## SEPTEMBER 2019





## **NOTABLE INCIDENTS FOR SEPTEMBER 2019**

Station 70 Personnel went out of county on two separate strike teams in September. Strike team 9331C was assigned to cover San Bernardino County on September 8 and eventually was assigned to the Taboose Fire on the Inyo National Forest. 9331C returned to the Unit on September 12 after two successful shifts on the Taboose Fire. A few days later, from September 14-17, both engines from Station 70 were assigned to Strike Team 9330C. The strike team was originally called up to Riverside County to cover stations but ended up assigned to the Horseshoe Fire in the community of Juniper Flats. The Horseshoe fire ended up burning a total of 520 Acres and was fully contained on the evening of September 17th.



II.  
CONSENT CALENDAR

**MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
YUIMA MUNICIPAL WATER DISTRICT  
September 30, 2019**

The Special Meeting of the Board of Directors of the Yuima Municipal Water District was held at the office of the District, 34928 Valley Center Road, Pauma Valley, California on Monday, the 30<sup>th</sup> day of September 2019.

**Special Meeting  
09/30/2019**

**1. ROLL CALL – DETERMINATION OF QUORUM**

President Watkins called the meeting to order at 2:01 p.m.

**Call to Order  
2:01 p.m.**

Directors Present:

**Present: 5**

Ron W. Watkins, President  
Roland Simpson, Vice-President – arrived at 2:11 p.m.  
Laney Villalobos, Director  
Don Broomell, Secretary/Treasurer  
Steve Wehr, Director

President Watkins declared that a quorum of the Board was present.

**Quorum Present**

Directors Absent:

**Absent: 0**

Others Present:

**Others Present**

Rich Williamson, General Manager  
Amy Reeh, Assistant General Manager/Finance Manager  
Allen Simon, YMWD  
Carmen Rodriguez, YMWD  
Allison Burns, Stradling Yocca Carlson & Rauth, P.C. (via teleconference)  
Philip Pinal, CAL Fire  
Tony Cinquini  
Darren House  
Bobby Graziano, Rancho Estates MWC  
Oggie Watson, T-Y Nursery  
Mike Perricone  
James Nelson, Baker Electric

**2. PLEDGE OF ALLEGIANCE**

President Watkins led those present in the Pledge of Allegiance.

Pledge of Allegiance

**3. APPROVAL OF AGENDA**

No changes to the agenda were proposed.

Approval of Agenda

**4. PUBLIC COMMENT**

No speaker requests were received and no other indication to speak was offered by member of the public present.

Public Comment

**I. SPECIAL REPORTS**

Special Reports

**1. Joint Powers Fire Report**

CAL FIRE Engineer Philip Pinal reported that Station 70 Personnel along with cooperators throughout the Valley and San Diego County responded to the “Gate Fire” off Red Gate Road near La Jolla Reservation. Fire Personnel were able to contain the fire to less than 10 acres. The cause of the fires is still under investigation.

**II. CONSENT CALENDAR**

Consent Items

Upon motion being offered by Director Wehr, seconded by Director Broomell, the Minutes of the Regular Meeting of August 26, 2019, Minutes of the Special Meeting of September 16, 2019. Accounts Paid and Payable for August 2019 and the Monthly Financial Reports for August 2019 were approved by the following roll-call vote, to wit:

- AYES: Villalobos, Wehr, Broomell, Watkins
- NOES: None
- ABSTAIN: None
- ABSENT: Simpson

### **III. ACTION/DISCUSSION**

#### **1. Authorize Execution of Term Sheets for Revenue Bond.**

**Authorization of  
Term Sheets**

Following discussion and upon motion being offered by Director Wehr seconded by Director Broomell the Board *Authorized the General Manager Williamson and Assistant General Manager Reeh to execute the proposed term sheets to lock in the potential rates for the revenue bond* was approved and carried unanimously by the following roll-call vote, to wit:

AYES: Simpson, Villalobos, Wehr, Broomell, Watkins  
NOES: None  
ABSTAIN: None  
ABSENT: None

#### **2. Solar Power Presentation.**

**Solar Power  
Presentation**

James Nelson from Baker Electric presented to the Board the solar power options for Yuima MWD. The goal is long term savings and to offset as many meters as possible. The issue of trying to offset all the meters is that there is not a lot of space to install the solar panels. James presented two preliminary layouts on where the solar panels could be installed. The first layout option was at Forebay and the second layout was at Station 8. James Nelson reviewed the two proposals for solar. The first proposal was a cash purchase and the second was a power purchase agreement. Following discussion Director Watkins advised the Board that the solar subcommittee would meet and discuss how they wanted to proceed.

#### **3. The Award of Contract for the Design Engineering and Bidding on the Rincon Waterline Upgrade.**

**Award of  
Contract for the  
Design  
Engineering &  
Bidding on the  
Rincon Waterline  
Upgrade**

Following discussion and upon motion offered by Director Wehr seconded by Director Villalobos the Board Approved *The Award for Contract for Design Engineering and Bidding on the Rincon Waterline Upgrade* was approved by the following roll-call vote to wit:

AYES: Simpson, Villalobos, Wehr, Broomell, Watkins  
NOES: None  
ABSTAIN: None  
ABSENT: None

4. Resolution 1835-19 Approving the Agreement for Emergency and Support Services for the Rancho Estates Mutual Water Company and Rescinding Resolution No. 1826-19.

**Resolution 1835-19 Approving Agreement for Emergency & Support Services for the Rancho Estates MWC & Rescinding Resolution No. 1826-19**

Following discussion and upon motion being offered by Director Wehr seconded by Director Watkins *Resolution 1835-19 Approving Agreement for Emergency and Support Services for the Rancho Estates Mutual Water Company and Rescinding Resolution No. 1826-19* was approved and carried unanimously by the following roll-call vote, to wit:

AYES: Villalobos, Wehr, Watkins  
NOES: None  
ABSTAIN: Simpson, Broomell  
ABSENT: None

5. Proposal from Rancho Estates MWC for an Operations/Service Agreement with Yuima MWD.

**Proposal from Rancho Estates MWC for an Operations/Service Agreement with Yuima MWD**

Bobby Graziano, General Manager of Rancho Estates Mutual Water Company, presented to the Board an Operations/Service Agreement with Yuima MWD. Support services to support Rancho Estates MWC shall be performed as secondarily to Yuima MWD work. No priority shall be given to Rancho Estates MWC support service work. Yuima MWD will make every attempt to uphold support service commitments, but in the event of a distribution system emergency within the Yuima District a support service project may be cancelled or postponed. Support service is defined as meter replacement, mainline and service lateral repair, consultative and/or supervisory support of new appurtenance installation, and line locating related to approved support service projects. Director Watkins directed General Manager Williamson, Assistant General Manager Reeh, and Allen Simon are to review the contract and make any necessary changes needed and decide if they would like to move forward with the Operations/Service agreement with Rancho Estates MWC.

6. Discussion and Possible Direction on a Temporary Moratorium on the Installation of Any Meter in Excess of 1 inch in Size.

Discussion & Possible Direction on a Temporary Moratorium on the Installation of Any Meter in Excess of 1 inch in size

Following discussion Director Watkins directed Staff to bring back an Ordinance for a temporary moratorium on the installation of any meter in excess of 1 inch in size to the next Board Meeting in October.

**IV. INFORMATION/REPORTS**

**1. Board Reports/Meeting**

General Manager Williamson advised there was nothing to report on JPIA.

JPIA

Director Watkins reported that at the last San Diego County Water Authority meeting they discussed that the six million dollar grant that Pauma Valley Water Company had applied for was not awarded to Pauma Valley Water Company. The grant was to be utilized to implement changes to Pauma Valley Water Company's water system. There was also a presentation on the desalination plant. The projected cost of water when the desalination plant was built, was estimated at \$2,400 per square foot. The cost now for water is approximately \$2,800 per square foot. The recovery of fixed costs is the majority of why the rate for water is so high.

SDCWA

Director Simpson requested that the Closed Session be moved up to come before the Administrative Report.

**V. CLOSED SESSION**

Closed Session was entered at 5:52 p.m. Pursuant to Government Code Section 54956.9 Significant exposure to litigation. **REPORT FROM CLOSED SESSION:** There was no Board action taken during closed session to report.

**VI. OTHER BUSINESS**

No other business to report.

Other Business

**VII. ADJOURNMENT**

There being no further business to come before the board the meeting was adjourned at 6:58 p.m.

Adjourned at 6:58 p.m.

\_\_\_\_\_  
Roland Simpson, Vice-President

\_\_\_\_\_  
Ron W. Watkins, President

DRAFT



**MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
YUIMA MUNICIPAL WATER DISTRICT  
October 2, 2019**

The Special Meeting of the Board of Directors of the Yuima Municipal Water District was held at the office of the District, 34928 Valley Center Road, Pauma Valley, California on Wednesday, the 2nd day of October 2019.

**Special Meeting  
10/02/2019**

**1. ROLL CALL – DETERMINATION OF QUORUM**

President Watkins called the meeting to order at 3:10 p.m.

**Call to Order  
3:10 p.m.**

Directors Present:

**Present: 5**

Ron W. Watkins, President  
Roland Simpson, Vice-President  
Laney Villalobos, Director  
Don Broomell, Secretary/Treasurer  
Steve Wehr, Director

President Watkins declared that a quorum of the Board was present.

**Quorum Present**

Directors Absent:

**Absent: 0**

Others Present:

Amy Reeh, Assistant General Manager  
Allison Burns, Stradling Yocca Carlson & Raugh, P.C. (via teleconference)

**Others Present**

**2. PLEDGE OF ALLEGIANCE**

President Watkins led those present in the Pledge of Allegiance.

Pledge of Allegiance

**3. APPROVAL OF AGENDA**

No Changes to the agenda were proposed.

Approval of the Agenda

**4. PUBLIC COMMENT**

No speaker requests were received and no other indication to speak was offered by members of the public present.

Public Comment

**I. CLOSED SESSION**

Assistant General Manager Reeh exited the meeting at the time the Board entered closed session. Closed Session was entered at 3:15 p.m. Pursuant to Government Code Section 54957 Public Employee Performance Evaluation: General Manager.

**REPORT FROM CLOSED SESSION:** There was no Board action taken during closed session to report.

Closed Session

**II. ADJOURNMENT**

There being no further business to come before the board the meeting was adjourned at 4:05 p.m.

Adjournment at 4:05 p.m.

\_\_\_\_\_  
Roland Simpson, Vice-President

\_\_\_\_\_  
Ron W. Watkins, President

**MINUTES OF THE SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
YUIMA MUNICIPAL WATER DISTRICT  
October 14, 2019**

The Special Meeting of the Board of Directors of the Yuima Municipal Water District was held at the office of the District, 34928 Valley Center Road, Pauma Valley, California on Monday, the 14<sup>th</sup> day of October 2019.

**Special Meeting  
10/14/2019**

**1. ROLL CALL – DETERMINATION OF QUORUM**

President Watkins called the meeting to order at 3:00 p.m.

**Call to Order  
3:00 p.m.**

Directors Present:

**Present: 5**

Ron W. Watkins, President  
Roland Simpson, Vice-President  
Laney Villalobos, Director  
Don Broomell, Secretary/Treasurer  
Steve Wehr, Director

President Watkins declared that a quorum of the Board was present.

**Quorum  
Present**

Directors Absent:

**Absent: 0**

Others Present:

Amy Reeh, Assistant General Manager  
Allison Burns, Stradling Yocca Carlson & Raugh, P.C. (via teleconference)

**Others  
Present**

**2. PLEDGE OF ALLEGIANCE**

President Watkins led those present in the Pledge of Allegiance.

Pledge of Allegiance

**3. APPROVAL OF AGENDA**

No Changes to the agenda were proposed.

Approval of the Agenda

**4. PUBLIC COMMENT**

No speaker requests were received and no other indication to speak was offered by members of the public present.

Public Comment

**I. CLOSED SESSION**

Assistant General Manager Reeh exited the meeting at the time the Board entered closed session. Closed Session was entered at 3:10 p.m. Pursuant to Government Code Section 54957 Public Employee Performance Evaluation: General Manager. **REPORT FROM CLOSED SESSION:** There was no Board action taken during closed session to report.

Closed Session

**II. ADJOURNMENT**

There being no further business to come before the board the meeting was adjourned at 3:58 p.m.

Adjournment at 3:58 p.m.

\_\_\_\_\_  
Roland Simpson, Vice-President

\_\_\_\_\_  
Ron W. Watkins, President



# Expense Approval Report

Yuima Municipal Water District

Payment Dates 090119 - 093019

Payment Number	Vendor Name	(None)	Description (Item)	(None)	Amount
55522	A-1 IRRIGATION, INC.		OPEN PO FOR NON INVENTORY SUPPLIES		55.33
55522	A-1 IRRIGATION, INC.		OPEN PO FOR NON INVENTORY SUPPLIES		75.47
55522	A-1 IRRIGATION, INC.		OPEN PO FOR NON INVENTORY SUPPLIES		15.51
55522	A-1 IRRIGATION, INC.		OPEN PO FOR NON INVENTORY SUPPLIES		28.10
55523	Andrew Allen		FY 19/20 BOOT REIMBURSEMENT		173.94
55524	AT & T MOBILITY		FY 19/20 Cell Phone Service GM & AGM		109.93
55524	AT & T MOBILITY		FY 19/20 Cell Phone Service GM & AGM		109.93
55525	Damon Britain Video Productio		Video Production Rincon Meeting-DVD's		200.00
55525	Damon Britain Video Productio		Video Production Rincon Meeting		650.00
55526	DIAMOND ENVIRONMENTAL S		Monthly Portalet Rental		189.72
55527	EDCO		FY 19/20 Trash Services		173.93
55528	Hydrocurrent Well Services		Station 7 Pump 1 Motor Replacement		30,368.14
55529	LSA Associates		Short paid invoice		102.11
55530	NORTH COUNTY LAWNMOWEI		Bar Nuts		4.91
55530	NORTH COUNTY LAWNMOWEI		Chian 25" 0.050 3/8 Ripping Chain		44.71
55530	NORTH COUNTY LAWNMOWEI		E Clips		2.41
55530	NORTH COUNTY LAWNMOWEI		Fuel Filter		8.79
55530	NORTH COUNTY LAWNMOWEI		Pull Cords		12.11
55530	NORTH COUNTY LAWNMOWEI		Bars (3003 000 8830)		161.60
55530	NORTH COUNTY LAWNMOWEI		Chains Full Comp Semi-Chisel		178.82
55530	NORTH COUNTY LAWNMOWEI		shipping		22.53
55530	NORTH COUNTY LAWNMOWEI		Air Filter Bands Pre Filter		23.08
55530	NORTH COUNTY LAWNMOWEI		Chain 36" 0.063 3/8 Ripping Chain		60.65
55530	NORTH COUNTY LAWNMOWEI		Needle Bearings		19.35
55530	NORTH COUNTY LAWNMOWEI		Sprockets		87.60
55530	NORTH COUNTY LAWNMOWEI		Raker File Gauges		12.90
55530	NORTH COUNTY LAWNMOWEI		Chain Catch		14.35
55530	NORTH COUNTY LAWNMOWEI		Wedges 5.5 inch		15.06
55530	NORTH COUNTY LAWNMOWEI		Wedges 7.5 Inch		17.22
55530	NORTH COUNTY LAWNMOWEI		Small Screws		4.91
55530	NORTH COUNTY LAWNMOWEI		Gas/Oil Caps		20.47
55530	NORTH COUNTY LAWNMOWEI		Air Filter HD2		69.74
55530	NORTH COUNTY LAWNMOWEI		Needle Bearing Grease		6.46
55530	NORTH COUNTY LAWNMOWEI		Open PO for Equipment Parts		111.77
55531	PITNEY BOWES INC.		Red Ink for Postage Meter		87.00
55531	PITNEY BOWES INC.		FY 19/20 Postage Meter Rental		151.61
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		16.10
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		18.15
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		18.54
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		20.91
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		15.72
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		17.73
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		18.54
55532	PRUDENTIAL OVERALL SUPPLY		FY 19/20 Uniform Services		20.91
55533	ROBERT M. DAVIS		Treatment Operator Recertification		105.00
55534	SAN DIEGO COUNTY WATER		July Water Purchase 719.3 AF		925,190.63
55535	TIM CARLISLE		Tree Maintenance Meeting		312.50
55536	TKE Engineering, Inc		Forebay Engineering Services		8,000.00
55537	TRAN CONTROLS SCADA SOLU'		SCADA Upgrade		6,637.50
55538	VERIZON WIRELESS		Verizon SCADA Access		75.93
55538	VERIZON WIRELESS		Verizon SCADA Access		75.93
55539	WARREN A BACK		Engineering Consultant - Lazy H Sample Tap M:		600.00
55539	WARREN A BACK		Engineering Consultant - Sanitary Survey		187.50
55539	WARREN A BACK		Engineering Consultant - Watershed Lands		75.00

## Expense Approval Report

Payment Dates: 090119 - 093019

Payment Number	Vendor Name	(None)	Description (Item)	(None)	Amount
55539	WARREN A BACK		Engineering Consultant - Forebay Project		2,991.15
55540	WATERLINE TECHNOLOGIES		Station 1 CL2		242.00
55540	WATERLINE TECHNOLOGIES		Eastside CL2		121.00
55540	WATERLINE TECHNOLOGIES		Well #24 CL2		36.30
55540	WATERLINE TECHNOLOGIES		Station 1 Ammonia		498.00
55540	WATERLINE TECHNOLOGIES		Station 1 CL2		242.00
55540	WATERLINE TECHNOLOGIES		Eastside CL2		363.00
55540	WATERLINE TECHNOLOGIES		CL2 & AMMONIA SCHOEPE		121.00
55540	WATERLINE TECHNOLOGIES		Station 1 CL2		605.00
55540	WATERLINE TECHNOLOGIES		Station 1 CL2		242.00
55540	WATERLINE TECHNOLOGIES		Eastside CL2		242.00
55540	WATERLINE TECHNOLOGIES		Station 1 Ammonia		249.00
55540	WATERLINE TECHNOLOGIES		Eastside Ammonia		199.00
55540	WATERLINE TECHNOLOGIES		Station 1 Ammonia		249.00
55540	WATERLINE TECHNOLOGIES		Well #24 CL2		30.25
55540	WATERLINE TECHNOLOGIES		Well #23 CL2		30.25
55540	WATERLINE TECHNOLOGIES		Eastside CL2		181.50
55540	WATERLINE TECHNOLOGIES		Station 1 CL2		242.00
55542	VALIC GA#24515		Valic Deferred Compensation		800.00
55543	ALBERT MAIORIELLO		FY 19/20 Open PO Monthly Security Service		165.00
55544	Allstate Security Services, Inc		Aug 12 - Aug 25		13,440.00
55544	Allstate Security Services, Inc		July 29 - August 11		13,440.00
55545	Dexter Wilson Engineering		Prepare plans & Specs for Forebay Pumpstation		35,489.59
55546	MCMaster-CARR SUPPLY CO		52245K824 FITTING		156.28
55546	MCMaster-CARR SUPPLY CO		46495K19-VALVE		136.58
55546	MCMaster-CARR SUPPLY CO		4596K413 BUSHING		15.86
55546	MCMaster-CARR SUPPLY CO		Tape Measure		19.27
55547	PITNEY BOWES INC.		FY 19/20 Postage Meter Rental		151.61
55548	RIK MAZZETTI & SONS GARAGE		Truck #8 Repairs		433.50
55548	RIK MAZZETTI & SONS GARAGE		Truck #2 Oil Change		50.50
55549	TRAN CONTROLS SCADA SOLU		SCADAPACK 16 control Microsystems		852.92
55549	TRAN CONTROLS SCADA SOLU		labor		2,150.00
55552	Barrett Engineered Pumps		Pump services for Forebay		58,098.40
55553	ACWA/JPIA		2019 Qtr 2 Work COmp Insurance		8,444.15
55554	AL STEINBAUM'S JANITORIAL		FY 19/20 Janitorial Services		200.00
55555	AT&T		FY 17/18 MONTHLY OFFICE PHONE SERVICE		61.30
55555	AT&T		FY 17/18 MONTHLY OFFICE PHONE SERVICE		69.13
55556	CA MUNICIPAL STATISTICS, INC		Debt Statement as of 06/30/19		475.00
55557	CARMEN RODRIGUEZ		Carmen Rodriguez Mileage Reimbursement		54.52
55558	Hydrocurrent Well Services		Stuffing Box to Rebuild		242.44
55558	Hydrocurrent Well Services		New 8" and 16" Bolts, Nuts & Gaskets		350.18
55558	Hydrocurrent Well Services		Peerless 12MB 7 Stage Ring Replacement		4,040.63
55558	Hydrocurrent Well Services		Labor to reinstall and test		675.00
55558	Hydrocurrent Well Services		Labor to remove pump & motor		540.00
55558	Hydrocurrent Well Services		Labor to disassemble head, clean & touch up ej		340.00
55558	Hydrocurrent Well Services		75HP US Motor Bearing Replacement		4,882.15
55559	IMAGE SOURCE, INC.		FY 19/20 Copy Fee		126.19
55559	IMAGE SOURCE, INC.		FY 19/20 Copy Fee		142.30
55559	IMAGE SOURCE, INC.		FY 19/20 Copy Fee		148.01
55559	IMAGE SOURCE, INC.		FY 19/20 Copy Fee		166.90
55560	LSA Associates		Forebay Pump Station - Categorical Exemption		483.75
55560	LSA Associates		Forebay Pump Station Site Assessment		4,072.50
55561	MCMaster-CARR SUPPLY CO		Connector		11.30
55561	MCMaster-CARR SUPPLY CO		Connector		12.48
55561	MCMaster-CARR SUPPLY CO		Connector		15.32
55561	MCMaster-CARR SUPPLY CO		Connector		24.50
55561	MCMaster-CARR SUPPLY CO		Connector		32.35
55561	MCMaster-CARR SUPPLY CO		Black Wire		41.80
55561	MCMaster-CARR SUPPLY CO		Red Wire		41.80
55562	NETWORKFLEET, INC		FY 19/20 GPS Monitoring Services		52.00

## Expense Approval Report

Payment Dates: 090119 - 093019

Payment Number	Vendor Name	(None)	Description (Item)	(None)	Amount
55563	NOEL RUIZ		FY 19/20 Boot Reimbursement		200.00
55564	NORTHERN SAFETY, INC.		Anti Itch		23.23
55564	NORTHERN SAFETY, INC.		BugX		71.35
55564	NORTHERN SAFETY, INC.		BugX Clear		23.04
55564	NORTHERN SAFETY, INC.		Poison IvyX		32.35
55564	NORTHERN SAFETY, INC.		Shipping		23.91
55565	Occu-Med		Andrew Allen Pre-Employment Physical		271.00
55566	ROADRUNNER PUBLICATIONS,		Legal Notices		1,443.75
55567	RON W. WATKINS		Taxi fare from Downtown Sacramento to Airport		50.00
55567	RON W. WATKINS		Mileage from Pauma to SD Airport RT		63.80
55567	RON W. WATKINS		Airfare to Sacramento and back		231.96
55567	RON W. WATKINS		Dinner at Filippi's		26.00
55567	RON W. WATKINS		Airport parking		19.00
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		17.50
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		17.50
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		35.00
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		47.50
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		17.50
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		22.50
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		22.50
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		12.50
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		12.50
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		152.50
55568	TEST AMERICA LABORATORIES		FY 19/20 Yuima Water Testing		17.50
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		62.50
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		105.00
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		320.00
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		22.50
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		62.50
55568	TEST AMERICA LABORATORIES		FY 19/20 IDA Water Testing		1,106.00
55570	VALLEY CENTER AUTO PARTS		OPEN PURCHASE ORDER DISTRICT AUTO SUPPI		118.93
55571	VALLEY CENTER WIRELESS		District Internet Services		129.90
55572	VALIC GA#24515		Valic Deferred Compensation		800.00
55573	ACWA JPIA		Dental Insurance		319.51
55573	ACWA JPIA		Group Term Life Ins		295.42
55573	ACWA JPIA		GTL Admin Fee		4.70
55573	ACWA JPIA		Health Insurance		5,794.90
55573	ACWA JPIA		Vision Insurance		98.28
55573	ACWA JPIA		Dental Insurance		319.51
55573	ACWA JPIA		Director Dental Insurance		69.61
55573	ACWA JPIA		Director Vision		23.66
55573	ACWA JPIA		GTL Admin		4.70
55573	ACWA JPIA		GTL		295.42
55573	ACWA JPIA		Health Benefits		5,794.90
55573	ACWA JPIA		Vision		98.28
55573	ACWA JPIA		Oct 2019 ACWA Recon		5,011.40
55573	ACWA JPIA		Oct 2019 ACWA Recon		-118.37
55573	ACWA JPIA		Oct 2019 ACWA Recon		989.59
55573	ACWA JPIA		Oct 2019 ACWA Recon		-172.14
55574	AFLAC		AFLAC-Cancer Coverage Insurance		52.56
55574	AFLAC		AFLAC-Life Insurance Coverage		75.32
55574	AFLAC		AFLAC-Accident Coverage Insurance		67.32
55574	AFLAC		AFLAC-Hospital Coverage		26.22
55574	AFLAC		AFLAC-Critical Care Coverage		48.06
55574	AFLAC		AFLAC-Cancer Coverage Insurance		52.56
55574	AFLAC		AFLAC-Life Insurance Coverage		75.32
55574	AFLAC		AFLAC-Accident Coverage Insurance		67.32
55574	AFLAC		AFLAC-Hospital Coverage		26.22
55574	AFLAC		AFLAC-Critical Care Coverage		48.06
55575	Allstate Security Services, Inc		Labor Day		1,440.00

## Expense Approval Report

Payment Dates: 090119 - 093019

Payment Number	Vendor Name	(None)	Description (Item)	(None)	Amount
55575	Allstate Security Services, Inc		Aug 26- Sept 07 Security Services		11,160.00
55576	AT & T MOBILITY		FY 19/20 SCADA Access		24.77
55576	AT & T MOBILITY		FY 19/20 SCADA Access		24.78
55576	AT & T MOBILITY		FY 19/20 Cell Phone Service GM & AGM		111.37
55576	AT & T MOBILITY		FY 19/20 Cell Phone Service GM & AGM		111.36
55577	Consolidated Electrical Distribu		Transfer Switch		7,385.73
55578	CONTROLLED ENVIRONMENTS		FY 19/20 Weed Abatement		331.50
55578	CONTROLLED ENVIRONMENTS		FY 19/20 Weed Abatement		331.50
55579	FALLBROOK OIL COMPANY		Unleaded Fuel		2,523.54
55579	FALLBROOK OIL COMPANY		Government Compliance Fee		7.00
55580	Gym Pros		Upgrade		862.00
55580	Gym Pros		Stairmaster 7000PT Commercial		5,161.23
55581	Hydrocurrent Well Services		Forebay Service Call		458.14
55582	PITNEY BOWES INC.		Ink for Postage Meter		43.50
55582	PITNEY BOWES INC.		Ink for Postage Meter		43.50
55583	SDG&E		08-8542		868.13
55583	SDG&E		08-6328		57,347.85
55583	SDG&E		08-9397		3,999.72
55583	SDG&E		08-6101		300.45
55583	SDG&E		08-7013		7.44
55583	SDG&E		08-1493		656.28
55583	SDG&E		08-1521		1,003.28
55583	SDG&E		08-3149		38.73
55583	SDG&E		08-9083		18,896.26
55583	SDG&E		08-4744		41,184.10
55583	SDG&E		08-1493		11,272.75
55583	SDG&E		08-1482		4,954.69
55583	SDG&E		08-1952		4,968.75
55583	SDG&E		08-3230		8,108.08
55583	SDG&E		08-1521		8,408.71
55583	SDG&E		08-7147		1,580.32
55583	SDG&E		08-7490		1,357.09
55583	SDG&E		08-7170		1,586.31
55583	SDG&E		08-7491		3,034.58
55583	SDG&E		08-3459		11,920.83
55583	SDG&E		08-7489		1,729.81
55583	SDG&E		08-7508		2,071.72
55583	SDG&E		08-7506		1,130.98
55583	SDG&E		08-7171		659.51
55583	SDG&E		08-7013		25.00
55584	SERGIO PEDROZA		Backflow Inpection Hydrant Meter		75.00
55585	STRADLING, YOCCA, CARLSON		Yuima Legal Fees June 2019		3,910.50
55585	STRADLING, YOCCA, CARLSON		June 2019 Special Litigation Legal Fees		474.00
55585	STRADLING, YOCCA, CARLSON		June 2019 Annexation Legal Fees		829.50
55585	STRADLING, YOCCA, CARLSON		June 2019 SGMA Legal Fees		3,357.50
55586	WATERLINE TECHNOLOGIES		Station 1 CL2		302.50
55586	WATERLINE TECHNOLOGIES		Station 1 Ammonia		299.00
55586	WATERLINE TECHNOLOGIES		Station 1 CL2		30.25
55586	WATERLINE TECHNOLOGIES		Eastside CL2		363.00
55587	XEROX FINANCIAL SERVICES LL		FY 19/20 Xerox Machine Rental		209.57
55587	XEROX FINANCIAL SERVICES LL		FY 19/20 Xerox Machine Rental		236.32
55588	CALIF BANK & TRUST VISA		Gevalia KCups		39.98
55588	CALIF BANK & TRUST VISA		08/19 Amy Reeh Credit Card Charges		200.15
55588	CALIF BANK & TRUST VISA		09/02 Email for Yuima Staff		114.00
55588	CALIF BANK & TRUST VISA		08/29 Office Supplies		9.26
55588	CALIF BANK & TRUST VISA		08/29 Office Supplies		50.07
55588	CALIF BANK & TRUST VISA		09/14 Office Supplies		9.15
55588	CALIF BANK & TRUST VISA		08/20-Office Supplies		7.98
55588	CALIF BANK & TRUST VISA		08/24-Office Supplies		0.99
55588	CALIF BANK & TRUST VISA		08/27 Office Supplies		5.06



## Expense Approval Report

Payment Dates: 090119 - 093019

Payment Number	Vendor Name	(None)	Description (Item)	(None)	Amount
55588	CALIF BANK & TRUST VISA		08/30 Office Supplies		11.95
55588	CALIF BANK & TRUST VISA		08/29 Office Supplies		14.00
55588	CALIF BANK & TRUST VISA		09/12 Office Supplies		19.06
55588	CALIF BANK & TRUST VISA		08/28 Office Supplies		59.87
55588	CALIF BANK & TRUST VISA		08/21-Office Supplies		23.44
55588	CALIF BANK & TRUST VISA		09/04 Office Supplies		38.28
55588	CALIF BANK & TRUST VISA		09/05 EE Survey Website		39.00
55588	CALIF BANK & TRUST VISA		09/11 IRS forms from Tyler		165.64
55588	CALIF BANK & TRUST VISA		09/06 Office Supplies		91.52
55588	CALIF BANK & TRUST VISA		09/11 Lunch with Ron Watkins		28.00
55588	CALIF BANK & TRUST VISA		08/19-Lunch with Warren Back and Tim Carlisk		93.35
55588	CALIF BANK & TRUST VISA		08/23-Lunch with Gary Arant		36.93
55588	CALIF BANK & TRUST VISA		08/26 Log Me in to my PC		88.00
55588	CALIF BANK & TRUST VISA		09/06 NOE Filing Charges for Forebay		52.50
55588	CALIF BANK & TRUST VISA		Gevalia KCups		43.08
55588	CALIF BANK & TRUST VISA		Temank EP Ever Charge Controller		220.00
55588	CALIF BANK & TRUST VISA		Gevalia KCups		-43.08
DFT0000404	California Bank & Trust		Net Payroll PPE 09/06/19		31,943.74
DFT0000405	CALPERS -FISCAL SERVICES DIV		PEPRA Member Contributions		561.07
DFT0000406	CALPERS -FISCAL SERVICES DIV		PEPRA Employer Contribution		580.61
DFT0000407	CALPERS -FISCAL SERVICES DIV		PERS Classic Member Contribution		2,420.95
DFT0000408	CALPERS -FISCAL SERVICES DIV		PERS Employer Classic Member Contribution		4,357.12
DFT0000409	CALPERS 457 PLAN		SIP 457 Director Def Comp ER		30.00
DFT0000410	CALPERS -FISCAL SERVICES DIV		1959 Survivor Benefit		10.67
DFT0000411	Employment Development Deq		State Withholding		1,842.76
DFT0000412	Employment Development Deq		SDI Withholding		348.37
DFT0000413	EFTPS - Federal Payroll Tax		Federal Withholding		3,961.59
DFT0000413	EFTPS - Federal Payroll Tax		Medicare Withholding		1,261.00
DFT0000420	California Bank & Trust		Net Payroll PPE 09/20/19		28,491.00
DFT0000421	CALPERS -FISCAL SERVICES DIV		PEPRA Member Contributions		566.59
DFT0000422	CALPERS -FISCAL SERVICES DIV		PEPRA Employer Contribution		586.33
DFT0000423	CALPERS -FISCAL SERVICES DIV		PERS Classic Member Contribution		2,279.92
DFT0000424	CALPERS -FISCAL SERVICES DIV		PERS Employer Classic Member Contribution		4,103.28
DFT0000425	CALPERS -FISCAL SERVICES DIV		1959 Survivor Benefit		10.67
DFT0000426	Employment Development Deq		State Withholding		1,425.72
DFT0000427	Employment Development Deq		SDI Withholding		321.48
DFT0000428	EFTPS - Federal Payroll Tax		Federal Withholding		3,251.22
DFT0000428	EFTPS - Federal Payroll Tax		Medicare Withholding		1,121.44
DFT0000471	CALPERS -FISCAL SERVICES DIV		PERS Classic Member Contribution		-90.07
DFT0000472	CALPERS -FISCAL SERVICES DIV		PERS Employer Classic Member Contribution		-162.11
DFT0000474	Employment Development Deq		State Withholding		-105.97
DFT0000476	EFTPS - Federal Payroll Tax		Federal Withholding		-124.30
DFT0000476	EFTPS - Federal Payroll Tax		Medicare Withholding		31.45
<b>Grand Total:</b>					<b>1,475,437.60</b>



# Pooled Cash Report

Yuima Municipal Water District

For the Period Ending 9/30/2019

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>CLAIM ON CASH</b>					
<a href="#">01-1001-000</a>	Claim on Cash - General Fund	1,901,457.95	102,118.65	2,003,576.60	
<a href="#">02-1001-000</a>	Claim on Cash - IDA	2,531,526.18	538,364.90	3,069,891.08	
<a href="#">06-1001-000</a>	Claim on Cash - Fire Mitigation	956.35	(1,087.50)	(131.15)	
<a href="#">07-1001-000</a>	Claim on Cash - Fire Protection	197,103.12	(5,413.82)	191,689.30	
<a href="#">10-1001-000</a>	Claim on Cash - Yuima General Dist	1,219,987.04	(124,896.11)	1,095,090.93	
<a href="#">20-1001-000</a>	Claim on Cash - Improvement District Capital	(382,286.45)	(40,845.92)	(423,132.37)	
<b>TOTAL CLAIM ON CASH</b>		<u>5,468,744.19</u>	<u>468,240.20</u>	<u>5,936,984.39</u>	
<b>CASH IN BANK</b>					
<b>Cash in Bank</b>					
<a href="#">99-1000-000</a>	Petty Cash	500.00	0.00	500.00	
<a href="#">99-1000-010</a>	General Checking	314,704.29	9,434.00	324,138.29	
<a href="#">99-1100-015</a>	General Savings	10,045.86	0.68	10,046.54	
<a href="#">99-1100-016</a>	Fire Savings	31,792.90	(6,813.87)	24,979.03	
<a href="#">99-1100-017</a>	Official Pay Account	1,719.96	(290.16)	1,429.80	
<a href="#">99-1200-020</a>	LAI State Treasury	3,350,905.50	459,000.00	3,809,905.50	
<a href="#">99-1300-030</a>	UBS Money Market	0.42	3,187.61	3,188.03	
<a href="#">99-1300-035</a>	Higgins Capital Management	2,990.76	4,334.24	7,325.00	
<a href="#">99-1400-041</a>	Sallie Mae - 795450L37	250,655.00	(110.00)	250,545.00	
<a href="#">99-1400-046</a>	Comenity Bank - 981996BZ3	199,340.00	26.00	199,366.00	
<a href="#">99-1400-049</a>	Goldman Sachs - 38148PCK1	99,975.00	(47.00)	99,928.00	
<a href="#">99-1400-050</a>	BMW Bank - 05580ALS1	253,130.00	(287.50)	252,842.50	
<a href="#">99-1400-051</a>	State Bank of India - 856285JY8	100,345.00	(52.00)	100,293.00	
<a href="#">99-1400-053</a>	Citi Bank - CUSIP17312QH51	250,977.50	(150.00)	250,827.50	
<a href="#">99-1400-054</a>	State Bank of India - 856285NT4	100,234.00	(117.00)	100,117.00	
<a href="#">99-1400-055</a>	UBS Bank UT - 90348JX9	100,827.00	(124.00)	100,703.00	
<a href="#">99-1450-056</a>	Goldman Sachs Bank NY US	100,113.00	(16.00)	100,097.00	
<a href="#">99-1450-064</a>	U.S. Treasury Note 912828J84	199,406.00	102.00	199,508.00	
<a href="#">99-1450-065</a>	U.S. Treasury Note 912796SD2	101,082.00	163.20	101,245.20	
<b>TOTAL: Cash in Bank</b>		<u>5,468,744.19</u>	<u>468,240.20</u>	<u>5,936,984.39</u>	
<b>TOTAL CASH IN BANK</b>		<u>5,468,744.19</u>	<u>468,240.20</u>	<u>5,936,984.39</u>	
<b>DUE TO OTHER FUNDS</b>					
<a href="#">99-2601-000</a>	Due to Other Funds	5,468,744.19	468,240.20	5,936,984.39	
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>5,468,744.19</u>	<u>468,240.20</u>	<u>5,936,984.39</u>	
<b>Claim on Cash</b>	5,936,984.39	<b>Claim on Cash</b>	5,936,984.39	<b>Cash in Bank</b>	5,936,984.39
<b>Cash in Bank</b>	<u>5,936,984.39</u>	<b>Due To Other Funds</b>	<u>5,936,984.39</u>	<b>Due To Other Funds</b>	<u>5,936,984.39</u>
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>

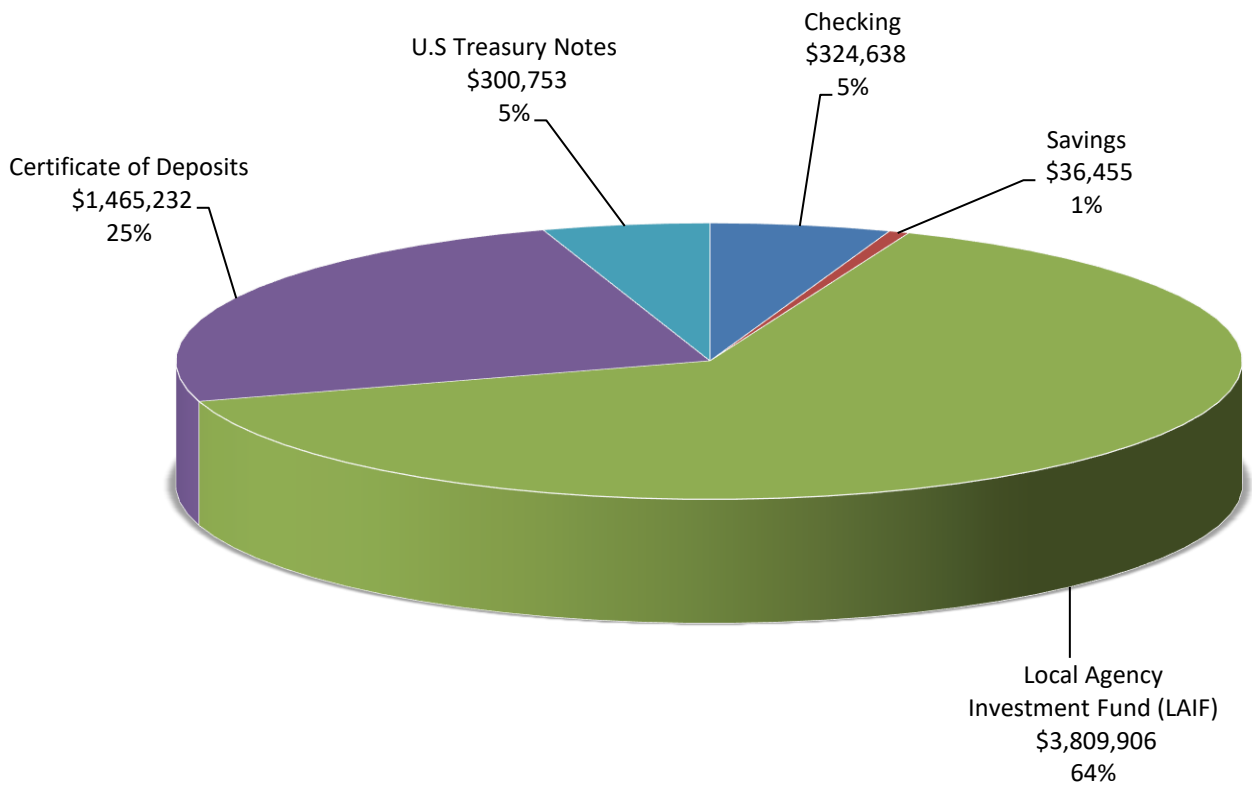
ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>ACCOUNTS PAYABLE PENDING</b>					
<a href="#">01-2555-000</a>	AP Pending - General District	6,512.81	0.00	6,512.81	
<b>TOTAL ACCOUNTS PAYABLE PENDING</b>		<u>6,512.81</u>	<u>0.00</u>	<u>6,512.81</u>	
<b>DUE FROM OTHER FUNDS</b>					
<a href="#">99-1501-000</a>	Due From General District	(6,512.81)	0.00	(6,512.81)	
<b>TOTAL DUE FROM OTHER FUNDS</b>		<u>(6,512.81)</u>	<u>0.00</u>	<u>(6,512.81)</u>	
<b>ACCOUNTS PAYABLE</b>					
<a href="#">99-2555-000</a>	Accounts Payable	6,512.81	0.00	6,512.81	
<b>TOTAL ACCOUNTS PAYABLE</b>		<u>6,512.81</u>	<u>0.00</u>	<u>6,512.81</u>	
<b>AP Pending</b>	6,512.81	<b>AP Pending</b>	6,512.81	<b>Due From Other Funds</b>	6,512.81
<b>Due From Other Funds</b>	<u>6,512.81</u>	<b>Accounts Payable</b>	<u>6,512.81</u>	<b>Accounts Payable</b>	<u>6,512.81</u>
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>

# Yuima Municipal Water District

## Cash and Investments

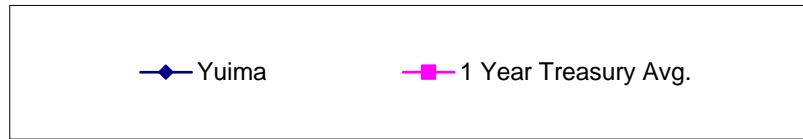
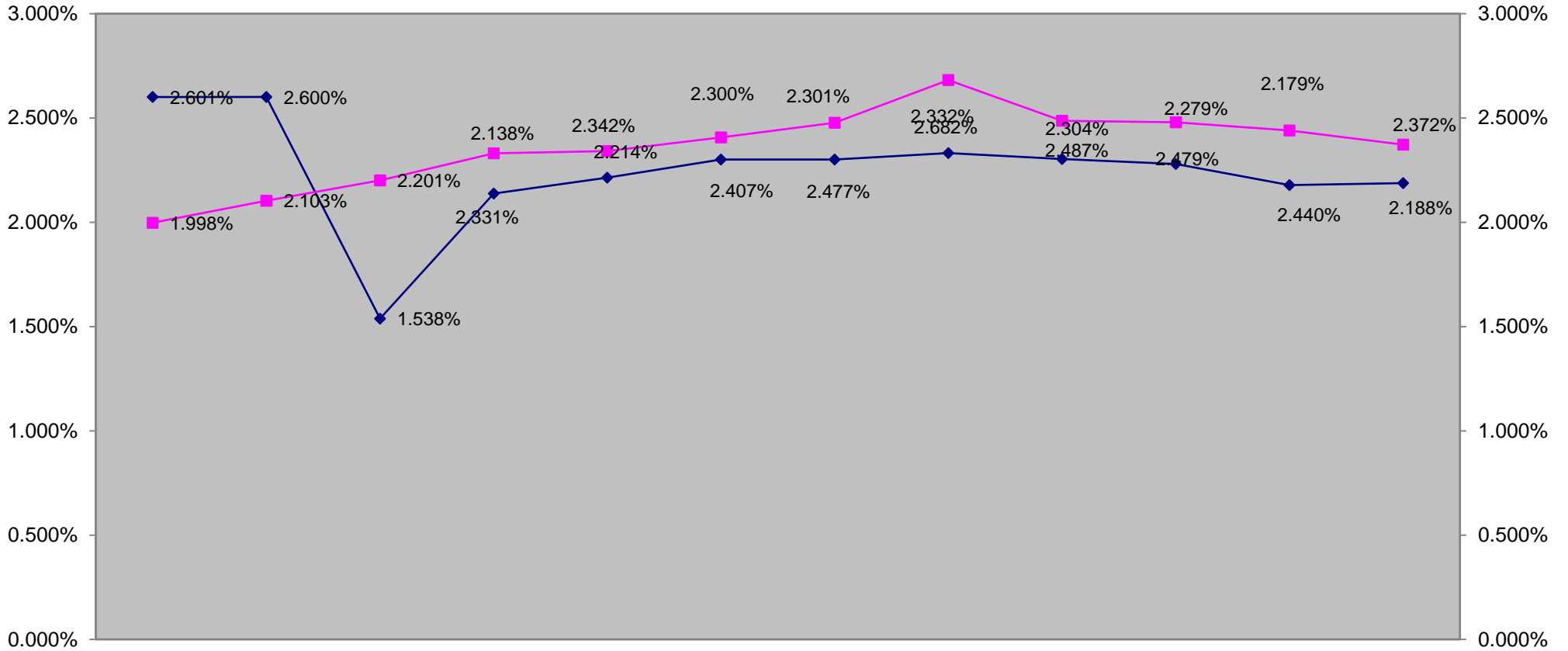
September 30, 2019

\$5,936,984.39



# Aggregate Yuima Portfolio Yield

September 2018-September 2019





## State of California Pooled Money Investment Account Market Valuation 9/30/2019

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
1* United States Treasury:				
Bills	\$ 19,962,799,548.19	\$ 20,149,631,218.46	\$ 20,170,090,000.00	NA
Notes	\$ 29,230,407,269.94	\$ 29,224,407,968.98	\$ 29,342,840,500.00	\$ 124,119,915.50
1* Federal Agency:				
SBA	\$ 620,381,235.24	\$ 620,381,235.24	\$ 617,521,687.16	\$ 1,426,589.91
MBS-REMICs	\$ 20,423,873.00	\$ 20,423,873.00	\$ 21,069,725.56	\$ 95,454.83
Debentures	\$ 2,293,822,254.52	\$ 2,293,719,546.19	\$ 2,306,791,550.00	\$ 9,880,630.25
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 450,000,000.00	\$ 450,000,000.00	\$ 450,819,500.00	\$ 1,309,916.50
Discount Notes	\$ 13,081,447,402.81	\$ 13,155,472,340.33	\$ 13,157,427,000.00	NA
1* Supranational Debentures	\$ 539,155,502.87	\$ 539,155,502.87	\$ 543,537,100.00	\$ 2,598,084.50
1* Supranational Debentures FR	\$ 200,220,716.29	\$ 200,220,716.29	\$ 200,322,832.09	\$ 789,345.53
2* CDs and YCDs FR	\$ 400,000,000.00	\$ 400,000,000.00	\$ 400,000,000.00	\$ 965,740.06
2* Bank Notes	\$ 650,000,000.00	\$ 650,000,000.00	\$ 649,844,510.98	\$ 4,031,486.11
2* CDs and YCDs	\$ 16,975,000,000.00	\$ 16,975,000,000.00	\$ 16,978,243,253.92	\$ 122,495,097.25
2* Commercial Paper	\$ 7,386,012,069.47	\$ 7,418,124,113.81	\$ 7,418,575,176.70	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,833,740,000.00	\$ 4,833,740,000.00	\$ 4,833,740,000.00	NA
AB 55 & GF Loans	\$ 795,980,000.00	\$ 795,980,000.00	\$ 795,980,000.00	NA
<b>TOTAL</b>	<b>\$ 97,439,389,872.33</b>	<b>\$ 97,726,256,515.17</b>	<b>\$ 97,886,802,836.41</b>	<b>\$ 267,712,260.44</b>

Fair Value Including Accrued Interest

\$ 98,154,515,096.85

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.001642817). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,032,856.33 or \$20,000,000.00 x 1.001642817.



# CALIFORNIA STATE TREASURER FIONA MA, CPA



## PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/16/19	2.28	2.35	182
09/17/19	2.27	2.35	188
09/18/19	2.27	2.35	187
09/19/19	2.27	2.35	186
09/20/19	2.26	2.35	185
09/21/19	2.26	2.34	185
09/22/19	2.26	2.34	185
09/23/19	2.26	2.34	186
09/24/19	2.26	2.34	185
09/25/19	2.25	2.34	184
09/26/19	2.25	2.34	186
09/27/19	2.25	2.34	187
09/28/19	2.25	2.34	187
09/29/19	2.25	2.34	187
09/30/19	2.25	2.34	185
10/01/19	2.22	2.22	200
10/02/19	2.22	2.22	200
10/03/19	2.21	2.22	198
10/04/19	2.21	2.22	198
10/05/19	2.21	2.21	198
10/06/19	2.21	2.21	198
10/07/19	2.21	2.21	197
10/08/19	2.21	2.21	197
10/09/19	2.21	2.21	196
10/10/19	2.20	2.21	199
10/11/19	2.20	2.21	200
10/12/19	2.20	2.21	200
10/13/19	2.20	2.21	200
10/14/19	2.20	2.21	197
10/15/19	2.20	2.21	198
10/16/19	2.19	2.21	197

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

## LAIF Performance Report

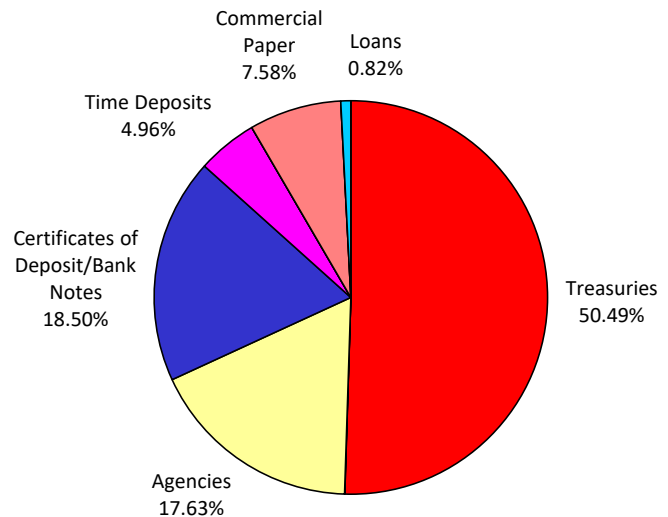
### Quarter Ending 09/30/19

Apportionment Rate: 2.45  
 Earnings Ratio: .00006701807521016  
 Fair Value Factor: 1.001642817  
     Daily: 2.25%  
 Quarter to Date: 2.34%  
 Average Life: 185

### PMIA Average Monthly Effective Yields

**Sep 2019 2.280**  
 Aug 2019 2.341  
 July 2019 2.379

## Pooled Money Investment Account Portfolio Composition 09/30/19 \$97.4 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 10/16/2019

III.  
ACTION & DISCUSSION





**October 28, 2019**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh, Assistant General Manager**

**SUBJECT: Installment Purchase Agreement to Finance the Forebay Pump Station and other Water System Improvements**

**PURPOSE:** Approval of an Installment Purchase Agreement (the "Agreement") by and between the District and BBVA USA will provide funding for the construction of the Forebay Pump Station and other Water System Improvements

**SUMMARY:** On August 26, 2019, the Board approved Resolution No. 1832-19 authorizing staff and consultants to move forward with obtaining financing for the Forebay Pump Station project. At its meeting on September 30, 2019, the Board authorized the execution of a proposed term sheet to lock in a potential interest rate with an interested lender.

On October 9, 2019, Piper Jaffray & Co., acting as Placement Agent, received bids from lenders interested in providing a \$5 million loan with a term of 20 years. After consulting with the District's Municipal Advisor, Urban Futures, Inc., staff selected BBVA USA as the lender for this project. Of the six (6) lender proposals received, BBVA USA (the "Lender") provided the best combination of interest rate (2.66%) and terms.

Based on a 20 year term and the interest rate of 2.66%, the annual installment payments due under the Agreement will be approximately \$336,700 per year (payable to the Lender in semi-annual installments), through the final term date of July 15, 2039.

The semi-annual payments due under the Agreement will be secured by net revenues of the District's water system, and such payments will be payable on a parity basis with the payments due pursuant to the District's outstanding 2013 Loan and Installment Sale Agreement.

Pursuant to the requirements contained in SB 450, estimated financial information relative to the debt obligation under the Agreement is shown in the table below:

<b>Item</b>	<b>Estimate as of 10/21/2019</b>
True interest cost of the bonds	2.66%
Finance charge of the bonds	\$108,500
Bond proceeds received by the District	\$4,891,500 (includes \$91,253 to be placed in a capitalized interest fund)
Total payment amount	\$6,487,952 (Total principal and interest payments)

**RECOMMENDATIONS:** Staff recommends that the Board of Directors approve Resolution No. \_\_\_\_ Approving the Execution and Delivery of an Installment Purchase Agreement for the Purpose of Financing the Forebay Pump Station and other Water System Improvements and Approving the Execution and Delivery of Certain Documents in Connection therewith and Certain other Matters.

**SUBMITTED BY:**

**Amy Reeh**  
**Assistant General Manager**

RESOLUTION NO. \_\_\_\_-19

**RESOLUTION OF THE BOARD OF DIRECTORS OF YUIMA  
MUNICIPAL WATER DISTRICT APPROVING THE  
EXECUTION AND DELIVERY OF AN INSTALLMENT  
PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING  
THE FOREBAY PUMP STATION AND OTHER WATER  
SYSTEM IMPROVEMENTS AND APPROVING THE  
EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN  
CONNECTION THEREWITH AND CERTAIN OTHER  
MATTERS**

**WHEREAS**, the Yuima Municipal Water District (the “**District**”), a municipal water district that is duly organized and existing under and pursuant to Division 20 of the California Water Code (Section 71000 *et seq.*) (the “**Act**”), desires to undertake the acquisition and construction of certain improvements, betterments, renovations and expansions of facilities within its water system, including but not limited to the construction of the Forebay Pump Station (collectively, the “**2019 Project**”); and

**WHEREAS**, the District is authorized under the Act (including but not limited to Sections 71592, 71610, 71690 and 71695 thereof) to enter into contracts related to the financing, acquisition and construction of the 2019 Project; and

**WHEREAS**, the District desires to finance the 2019 Project through the execution of an agreement whereby the District will acquire the 2019 Project and pay the costs thereof on an installment basis; and

**WHEREAS**, the District has received proposals from a number of banks with respect to the financing of the 2019 Project, and has evaluated such proposals together with its municipal advisor; and

**WHEREAS**, the District has determined that it is in the best interest of the District to enter into an Installment Purchase Agreement (the “**Installment Purchase Agreement**”), by and between the District and BBVA USA, an Alabama banking corporation, or a related entity, and to approve certain other documents, to provide for the financing of the 2019 Project; and

**WHEREAS**, the Installment Purchase Agreement is to be secured by installment payments which will be payable from net revenues of the District’s water system to the extent set forth in the Installment Purchase Agreement and on a parity with the District’s outstanding Loan and Installment Sale Agreement #13-012, dated May 20, 2013 (the “**2013 Agreement**”), by and between the District and Municipal Finance Corporation; and

**WHEREAS**, in accordance with California Government Code Section 5852.1, the District has obtained and wishes to disclose the information set forth in Exhibit A;

**NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, DECLARED AND RESOLVED AS FOLLOWS:**

Section 1. Approval of Recitals. The District hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of Installment Purchase Agreement. The Installment Purchase Agreement is hereby approved substantially in the form on file with the Secretary. Each of the President or Vice President of the Board of Directors of the District (the “**Board**”) or the General Manager or Assistant General Manager/Finance Manager of the District (each, an “**Authorized Officer**”) or the designee thereof, acting alone, is hereby authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by the District’s General Counsel or Bond Counsel and approved by the officer or employee executing the same, said execution being conclusive evidence of such approval; provided that: (i) the principal amount payable under the Installment Purchase Agreement shall not exceed \$5,000,000; (ii) the interest rate payable under the Installment Purchase Agreement shall not exceed 3.00% per annum; and (iii) the final maturity of the Installment Purchase Agreement shall occur no later than July 15, 2039.

Section 3. Application of Proceeds. The proceeds of the Installment Purchase Agreement shall be applied as provided in the Installment Purchase Agreement to finance the 2019 Project. The proceeds of the Installment Purchase Agreement shall be deposited into a restricted fund (Capital Projects Fund 10) for the purpose of paying the costs of the 2019 Project.

Section 4. Other Actions Authorized. The Authorized Officers, the Secretary or any other proper officer of the District, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreement and this Resolution, including but not limited to the retention of an independent certified public accountant to prepare a certificate required by the 2013 Agreement to the effect that the District is authorized to enter into the Installment Purchase Agreement as a parity obligation to the 2013 Agreement, and any actions previously taken in connection with such matters is hereby ratified. In the event that the President and Vice President of the Board are unavailable to sign any of the agreements described herein, any other member of the Board may sign such agreement.

Section 5. Bank-Qualified Obligation. The District designates the Installment Purchase Agreement as a bank-qualified obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 6. Definitions. Unless otherwise defined herein, all terms which are used herein and not otherwise defined have the meanings that are given to such terms in the Installment Purchase Agreement unless the context otherwise clearly requires.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption.

Section 8. Certification. The Secretary shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT held October 28, 2019 by the following roll-call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Ron W. Watkins, President

ATTEST:

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Roland Simpson, Vice-President

## **EXHIBIT A**

### **GOVERNMENT CODE SECTION 5852.1 DISCLOSURE**

The following information consists of estimates that have been provided by Urban Futures, Inc., the District's municipal advisor, and has been represented by such party to have been provided in good faith:

- (A) True Interest Cost of the Installment Purchase Agreement: 2.66%
- (B) Finance Charge of the Installment Purchase Agreement (Sum of all fees/charges paid to third parties): \$108,500
- (C) Net Proceeds of the Installment Purchase Agreement to be Received (net of finance charges, reserves and capitalized interest, if any): \$4,891,500
- (D) Total Payment Amount through Maturity of the Installment Purchase Agreement: \$6,487,952

The foregoing constitute good faith estimates only. The principal amount of the Installment Purchase Agreement, the true interest cost of the Installment Purchase Agreement, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the execution of the Installment Purchase Agreement being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Installment Purchase Agreement being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Installment Purchase Agreement being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Installment Purchase Agreement being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, or a combination of such factors.

The actual date of execution of the Installment Purchase Agreement and the actual principal amount of the Installment Purchase Agreement will be determined by the District based on a variety of factors. The actual interest rate borne by the Installment Purchase Agreement will depend on market interest rates at the time of sale thereof. The actual amortization of the Installment Purchase Agreement will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

**INSTALLMENT PURCHASE AGREEMENT**

by and between

**YUIMA MUNICIPAL WATER DISTRICT**

and

**BBVA USA,  
an Alabama banking corporation**

Dated as of November 1, 2019

**[\$5,000,000]**

**YUIMA MUNICIPAL WATER DISTRICT  
2019 INSTALLMENT PURCHASE AGREEMENT**

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## INSTALLMENT PURCHASE AGREEMENT

This Installment Purchase Agreement (this “**Agreement**”), is made and entered into as of November 1, 2019 by and between YUIMA MUNICIPAL WATER DISTRICT (the “**District**”), a municipal water district that is duly organized and existing under and by virtue of the laws of the State of California, and BBVA USA (the “**Corporation**”), an Alabama banking corporation.

### RECITALS

A. The District desires to acquire and construct certain capital improvements and additions to the Enterprise, as described in Exhibit C (the “**2019 Project**”).

B. The District desires to finance the cost of the 2019 Project.

C. The Corporation has agreed to assist the District in financing the 2019 Project by advancing funds for such purposes on the terms and conditions that are set forth herein.

D. In consideration for the Corporation’s assistance in financing the 2019 Project, the District desires to sell the 2019 Project to the Corporation.

E. In consideration for the District’s payment of Installment Payments hereunder, the Corporation desires to resell the 2019 Project back to the District.

F. The District is authorized by Part 5 of Division 20 of the Water Code of the State of California, including but not limited to Chapters 1 and 4 thereof, to finance the acquisition and construction of capital improvements and additions to the Enterprise (as such term is defined in Section 1.1).

G. The District and the Corporation have duly authorized the execution of this Agreement.

H. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

### ARTICLE I

#### DEFINITIONS

**Section 1.1 Definitions.** Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

“Accountant’s Report” means a report signed by an Independent Certified Public Accountant.

“Acquisition Fund” means the fund by that name created pursuant to Section 3.7.

“Agreement” means this Installment Purchase Agreement, dated as of November 1, 2019, by and between the District and the Corporation, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income for purposes of federal income taxation under Section 103 of the Tax Code.

“Bonds” means all revenue bonds or notes of the District that are authorized, executed, issued and delivered by the District, the payments of which are payable, in whole or part, from Net Revenues on a parity with the Installment Payments and which are secured, in whole or part, by a pledge of and lien on Net Revenues as described in Section 5.1 hereof.

“Business Day” means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California are closed.

“Closing Date” means November [8], 2019.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contracts” means this Agreement, the 2013 Installment Sale Agreement and all other contracts of the District that are previously or hereafter authorized and executed by the District, the payments under which are payable from Net Revenues on a parity with the Installment Payments and which are secured by a pledge of and lien on Net Revenues as described in Section 5.1 hereof; but excluding contracts entered into for operation and maintenance of the Enterprise.

“Corporation” means BBVA USA, an Alabama banking corporation.

“Debt Service” means, for any period of calculation, the sum of:

(i) the interest accruing during such period on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(ii) those portions of the principal amount of all outstanding serial Bonds maturing in such period;

(iii) those portions of the principal amount of all outstanding term Bonds required to be prepaid or paid in such period; and

(iv) those portions of the Contracts that are required to be paid during such period, (except to the extent that the interest that is evidenced and represented thereby is capitalized or is reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531

of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

but less the earnings to be derived from the investment of moneys on deposit in debt service reserve funds established for Bonds or Contracts and applied to the payment of principal and interest with respect to such Bonds and Contracts;

provided that, as to any such Bonds or Contracts bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to be a fixed rate equal to the higher of: (1) the then current variable interest rate borne by such Bonds or Contract plus 1%; and (2) the highest variable rate borne over the preceding twenty-four (24) months by outstanding variable rate debt issued or executed by the District or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index that is comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

provided further that if any series or issue of such Bonds or Contracts have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the period of determination as if the principal of and interest on such series or issue of such Bonds or Contracts were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of calculation; and

provided further that, as to any such Bonds or Contracts or portions thereof which bear no interest but which are sold at a discount and which discount accretes with respect to such Bonds or Contracts or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that if the Bonds or Contracts constitute paired obligations such as interest rate swap agreements, the interest rate on such Bonds or Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the District with respect to such paired obligations; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and, to the extent that the amount in such debt service reserve fund is in excess of such amount of principal, such excess shall be applied to the full amount of principal due, in each preceding year, in descending order, until such amount is exhausted.

“Default Rate” means 7.66% per annum.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) the date on which the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) the date on which the Corporation received written notification from the District, supported by a written opinion of Bond Counsel to the effect that an Event of Taxability has occurred;

(iii) the date on which the District is advised in writing by the Commissioner or any district director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the District (or a statutory notice of deficiency, or a document of substantially similar import), or upon any review or audit of the District, or upon any other ground whatsoever, an Event of Taxability has occurred; or

(iv) on the date when the District receives notice from the Corporation that the Internal Revenue Service (or any other Governmental Authority exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Corporation due to the occurrence of an Event of Taxability;

provided, however, that: (1) no Determination of Taxability shall occur under clauses (iii) or (iv) above unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; and (2) upon demand from the Corporation, the District shall promptly reimburse the Corporation or any assignee thereof for any payments, including any taxes, interest, penalties or other charges, including the Corporation's legal fees, that the Corporation or such assignee is obligated to make as a result of the Determination of Taxability.

“District” means the Yuima Municipal Water District, a California municipal water district.

“District Representative” means the President of the District, the General Manager of the District, the Assistant General Manager/Finance & Administrative Services Manager of the District or any other person authorized by resolution of the Board of Directors of the District to act on behalf of the District under or with respect to this Agreement.

“Enterprise” means the existing facilities and property owned by the District in connection with the water distribution and supply services of the District, together with all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the District.

“Enterprise Fund” means the Water Fund established and held by the District with respect to the Enterprise for the receipt and deposit of Revenues derived from the Enterprise.

“Event of Default” means an event described in Section 8.1.

“Event of Taxability” means: (i) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the District, or the failure to take any action by the District, or the making by the District of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest portion of any Installment Payment to become includable, in whole or in part, in the gross income of the Corporation or any assignee thereof for federal income tax purposes; or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing the interest portion of any Installment Payment to become includable, in whole or in part, in the gross income of the Corporation or any assignee thereof for federal income tax purposes.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the last day of June of the succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, District or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the District, each of whom is independent of the District and the Corporation pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Independent Financial Consultant” means a financial consultant or firm of such consultants appointed by the District, and who, or each of whom: (i) is in fact independent and not under domination of the District; (ii) does not have any substantial interest, direct or indirect, with the District; and (iii) is not connected with the District as an officer or employee thereof, but who may be regularly retained to make reports thereto.

“Installment Payment Date” means: (i) each January 15 and July 15, commencing January 15, 2020, to and including July 15, 2039, or if said date is not a Business Day, then the succeeding Business Day; or (ii) any other date upon which Installment Payments become due and payable, whether by acceleration, prepayment or otherwise.

“Installment Payments” means the installment payments of interest and principal scheduled to be paid by the District under and pursuant hereto.

“Law” means, collectively, the Water Code and the Government Code of the State of California and all laws amendatory thereof or supplemental thereto.

“Maintenance and Operation Costs” means: (a) the reasonable and necessary costs and expenses paid by the District for maintaining and operating the Enterprise, including but not limited to the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order, and including but not limited to administrative costs of the District attributable to the Enterprise and the financing thereof and payments to the Public Employees Retirement System; and (b) costs spent or incurred in the purchase of water for the Enterprise; but in all cases excluding interest expense relating to unsecured obligations of the District and excluding depreciation, replacement and obsolescence charges or reserves therefor and excluding amortization of intangibles or other bookkeeping entries of a similar nature.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner: (i) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District; (ii) the ability of the District to carry out its business in the manner conducted as of the date of this Agreement or to meet or perform its obligations under this Agreement on a timely basis; (iii) the validity or enforceability of this Agreement; or (iv) the exclusion of interest with respect to the Installment Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the District has notice or knowledge and which: (i) if determined adversely to the District, may have a Material Adverse Effect; (ii) seek to restrain or enjoin any of the transactions contemplated hereby or by this Agreement; or (ii) may adversely affect: (a) the exclusion of interest with respect to the Installment Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes; or (b) the ability of the District to perform its obligations under this Agreement.

“Maximum Annual Debt Service” means, as of the date of any calculation, the maximum sum obtained for the current or any future Fiscal Year during the term of this Agreement by totaling the aggregate amount of: (i) the Installment Payments coming due in such Fiscal Year, and (ii) the Debt Service on any Parity Obligations which are payable from the Net Revenues, including the principal amount coming due and payable by operation of mandatory sinking fund redemption. There shall be excluded from such calculation any principal of and interest on any obligations which have been defeased or discharged, or for the payment of which a security deposit has been posted.

“Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Net Revenues” means, for any period, an amount equal to all of the Revenues received during such period, minus the amount required to pay all Maintenance and Operation Costs becoming payable during such period.

“Parity Obligations” means, collectively, all Contracts and Bonds.

“Parity Obligation Documents” means, collectively, the installment sale agreement, indenture of trust, trust agreement, resolution or other document authorizing the issuance of any Parity Obligations or any securities which evidence Parity Obligations.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America;

(b) bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America; provided that stripped securities are only permitted if they have been stripped by the agency itself:

- (i) U.S. Export-Import Bank (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership



- (ii) Farmers Home Administration (FmHA)  
Certificates of Beneficial Ownership
- (iii) Federal Financing Bank
- (iv) Federal Housing Administration Debentures (FHA)
- (v) General Services Administration  
Participation Certificates
- (vi) Government National Mortgage Association (GNMA or Ginnie Mae)  
GNMA—guaranteed mortgage-backed bonds GNMA—guaranteed pass-through obligations
- (vii) U.S. Maritime Administration  
Guaranteed Title XI financing
- (viii) U.S. Department of Housing and Urban Development (HUD)  
Project Notes  
Local Corporation Bonds  
New Communities Debentures—U.S. government guaranteed debenture U.S. Public Housing Notes and Bonds—U.S. government guaranteed public housing notes and bonds

(c) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies which are not backed by the full faith and credit of the United States of America; provided that stripped securities are only permitted if they have been stripped by the agency itself:

- (i) Federal Home Loan Bank System  
Senior debt obligations
- (ii) Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)  
Participation Certificate Senior debt obligations
- (iii) Federal National Mortgage Association (FNMA or Fannie Mae)  
Mortgage-backed securities and senior debt obligations
- (iv) Resolution Funding Corp. (REFCORP) obligations
- (v) Farm Credit System  
Consolidated systemwide bonds and notes

(d) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G;” “AAA-m;” or “AA-m” and if rated by Moody’s rated “Aaa,” “Aa1” or “Aa2” including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee or such holding company provide investment advisory or other management services;

(e) savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF which may include those of the Trustee and its affiliates;

(f) commercial paper rated, at the time of purchase, “Prime -1” by Moody’s and “A-1” or better by S&P;

(g) bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such rating agencies;

(h) federal funds or bankers acceptances with a maximum term of one year of any bank, including the Trustee and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of “Prime 1” or “A3” or better by Moody’s and “A-1” or “A” or better by S&P;

(i) the Local Agency Investment Fund of the State of California or other investment pools sponsored by the State of California or the Treasurer-Tax Collector.

“Purchase Price” means the principal amount plus interest thereon owed by the District to the Corporation under the terms hereof as provided in Section 4.1.

“Revenues” means all gross charges received for, and all other gross income and receipts derived by the District from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, including but not limited to connection charges and earnings on the investment of any funds held by the District; but excluding: (i) the proceeds of any *ad valorem* property taxes which are levied for the purpose of paying bonded indebtedness of the District; and (ii) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the District for the purpose of paying special assessment bonds or special tax obligations of the District.

“Tax Certificate” means the Tax Certificate dated the Closing Date, concerning certain matters pertaining to the use and investment of proceeds of this Agreement, executed by the District, including any and all exhibits attached thereto.

“Tax Collector” means the Treasurer-Tax Collector of the County of San Diego.

“Written Consent of the Corporation or District,” “Written Order of the Corporation or District,” “Written Request of the Corporation or District,” and “Written Requisition of the Corporation or District” mean, respectively, a written consent, order, request or requisition signed by or on behalf of: (i) the Corporation by an authorized representative; or (ii) the District by a District Representation.

“2013 Installment Sale Agreement” means the Loan and Installment Sale Agreement #13-012, dated as of May 20, 2013, by and between the District and Municipal Finance Corporation, a California corporation.

“2019 Project” means those capital improvements which are described in Exhibit C.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1 Representations by the District.** The District makes the following representations:

(a) The District is a municipal water district that is duly organized and existing under the laws of the State of California, including but not limited to Division 20 of the California Water Code.

(b) The District has full legal right, power and authority to enter into this Agreement and carry out its obligations hereunder, to carry out and consummate all other transactions contemplated by this Agreement, and the District has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the District has duly authorized the execution, delivery and due performance of this Agreement.

(d) The District will not take or, to the extent within its power, permit any action to be taken which results in the interest portion of the Installment Payments due under the terms of this Agreement being included in the gross income of the Corporation for purposes of federal or State of California income taxation.

(e) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the District, other than as set forth herein.

(f) No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(g) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement or the financial conditions, assets, properties or operations of the District.

(h) The District has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the Revenues or the Net Revenues over the payment of the Installment Payments.

(i) There has been no material adverse change in the financial condition of the District since June 30, 2018.

(j) The District's comprehensive annual financial report for the period ended June 30, 2018, presents fairly the financial condition of the District and the Enterprise as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Corporation, there has been no change in the financial condition of the District or the Enterprise since June 30, 2018, that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Agreement. All information provided by the District to the Corporation with respect to the financial performance of the Enterprise is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.

(k) To the best of its knowledge, as currently conducted, the District's activities with respect to the Enterprise are in all material respects in compliance with all applicable laws, administrative regulations of the State of California and of the United States and any agency or instrumentality of either, and any judgment or decree to which the District is subject.

(l) The District is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State of California or of the United States or any agency or instrumentality of either or any judgment or decree or any loans, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject (including, without limitation, this Agreement), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Resolution and the execution and delivery of this Agreement and compliance with the District's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, indenture, agreement, mortgage, lease or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instruments, except as provided by this Agreement.

(m) All consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the making or accepting of this Agreement and the execution, delivery of and performance of this Agreement by the District have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of this Agreement, as to which no representation is made).

(n) The District has determined that it is necessary and proper to finance the 2019 Project in the manner provided for in this Agreement.

(o) The District acknowledges and agrees that: (i) the transaction contemplated herein is an arm's length commercial transaction between the District and the Corporation and its affiliates; (ii) in connection with such transaction, the Corporation and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or fiduciary of the District; (iii) the Corporation and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iv) the Corporation and its affiliates have financial and other interests that differ from those of the District; and (v) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

**Section 2.2 Representations and Warranties by the Corporation.** The Corporation represents, warrants and covenants to the District as follows:

(a) The Corporation is a corporation that is duly organized and existing under the laws of the State of Alabama, and is authorized to enter into this Agreement and to perform its obligations hereunder.

(b) The representative of the Corporation executing this Agreement is fully authorized to do so.

(c) This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes the legal, valid and binding agreement of the Corporation, enforceable against the Corporation in accordance with its terms.

(d) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation.

(e) No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) Except as provided herein, the Corporation will not assign this Agreement, its right to receive Installment Payments from the District or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this section.

## ARTICLE III

### APPLICATION OF PROCEEDS; ACQUISITION AND CONSTRUCTION OF 2019 PROJECT

**Section 3.1 Amount of Proceeds.** The parties hereby agree that \$\_\_\_\_\_ shall be the amount of proceeds received hereunder. From such proceeds, the Corporation hereby agrees to cause \$\_\_\_\_\_ to be deposited with the District in the Acquisition Fund on the Closing Date.

**Section 3.2 Application of Proceeds.** Furthermore, from such proceeds, the Corporation will pay \$\_\_\_\_\_ for the costs of issuance related to the execution and delivery of this Agreement. From such amount, all costs of issuance shall be directly paid from the Corporation.

**Section 3.3 Acquisition and Construction of the 2019 Project.** The Corporation hereby agrees to cause the 2019 Project and any additions or modifications thereto to be constructed, acquired and installed by the District as its agent. The District shall enter into contracts and provide for, as agent for the Corporation, the complete design, construction, acquisition and installation of the 2019 Project in accordance with all applicable laws. The District hereby agrees that it will cause the construction, acquisition and installation of the 2019 Project to be diligently performed after the deposit of funds into the Acquisition Fund pursuant to Section 3.1, upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, and that it will use its best efforts to cause the construction, acquisition and installation of the 2019 Project to be substantially completed within three years of the Closing Date, unforeseeable delays beyond the reasonable control of the District only excepted. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2019 Project and that all such costs and expenses shall be paid by the District.

**Section 3.4 Changes to the 2019 Project.** The District may substitute other improvements for those listed as components of the 2019 Project in Exhibit A, but only if the District first files with the Corporation a Written Order of the District: (a) identifying the improvements to be substituted and the improvements to District facilities they replace in the 2019 Project; (b) stating that the estimated costs of construction, acquisition and installation of the substituted improvements are not less than such costs for the improvements previously planned; and (c) stating that the District reasonably expects to complete the 2019 Project, including the substituted components, within the time frame contemplated by Section 3.3.

**Section 3.5 Purchase and Sale of 2019 Project.** In consideration for the Installment Payments, the Corporation agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Corporation, the 2019 Project at the Purchase Price that is specified in Section 4.1 hereof and otherwise in the manner and in accordance with the provisions of the Installment Purchase Agreement.

**Section 3.6 Title.** All right, title and interest in each component of the 2019 Project shall vest in the District immediately upon acquisition or construction thereof. Such vesting shall occur without further action by the Corporation or the District, and the Corporation shall, if requested by the District or if necessary to assure such automatic vesting, deliver any and all documents which are required to assure such vesting.

**Section 3.7 Acquisition Fund.** The District shall establish, maintain and hold in trust a separate fund designated as the “Acquisition Fund.” The District has designated its Capital Projects Fund as the Acquisition Fund. The moneys in the Acquisition Fund shall be held by the District in trust and applied by a District Representative to the payment of the costs of acquisition and construction of the 2019 Project and of expenses incidental thereto. Before any payment is made from the Acquisition Fund by the District, a District Representative, acting as agent of the Corporation, shall cause to be filed with the District a Written Order of the District in the form set forth in Exhibit D.

Upon receipt of each such Written Order of the District, a distinct District Representative (i.e., one that did not sign the Written Order of the District that is described in the prior paragraph) will cause the District to pay the amount that is set forth in such Written Order of the District as directed by the terms thereof or disburse funds to the District for such payment as directed by the District Representative in such Written Order of the District. The District need not make any such payment if it has received notice of any lien, right to lien, attachment upon or claim affecting the right to receive payment of any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

When the 2019 Project shall have been constructed and acquired in accordance with this Agreement, a Written Order of the District stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the District by a District Representative. Upon the receipt of such statement, a District Representative (i.e., one that did not sign the Written Order of the District that is described in this paragraph) shall deposit any remaining balance in the Acquisition Fund which is not needed for Acquisition Fund purposes (but less the amount of any such retention, which amount shall be certified to the District by the District Representative) in the Enterprise Fund for payment of Installment Payments or expenditure for other capital improvements in accordance herewith.

## ARTICLE IV

### INSTALLMENT PAYMENTS

#### **Section 4.1 Purchase Price.**

(a) The Purchase Price to be paid by the District hereunder to the Corporation is the sum of the principal amount of the District’s obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII. The Purchase Price represents the amount to be repaid to the Corporation by the District in exchange for the amount set forth in Section 3.1 hereof, which amount is being paid by the Corporation to acquire and construct the 2019 Project.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit A.

(c) Except as set forth in clauses (d) and (e), interest shall accrue on the unpaid balance of such principal amount at the rate of 2.66% per annum, as specified in Section 4.2 and Exhibit A, computed on the basis of a 360-day year of twelve thirty-day months, and such interest shall

be paid by the District as and constitute interest paid with respect to the principal amount of the District's obligations hereunder.

(d) From and after the final Installment Payment Date, or upon the occurrence and during the continuance of an Event of Default, the outstanding principal balance of the Installment Payments shall bear interest until paid in full at the Default Rate (computed on the basis of a 360-day year of twelve thirty-day months).

(e) From and after a Determination of Taxability, the interest rate applicable to the outstanding principal balance of the Installment Payments shall be equal to 3.37% per annum and shall be computed on the basis of a 360-day year of twelve thirty-day months.

**Section 4.2 Installment Payments.** The District shall, subject to any rights of prepayment provided in Article VII, pay the Corporation the Purchase Price in installment payments of interest and principal in the amounts and on the Installment Payment Dates as set forth in Exhibit A. Whenever any Installment Payment to be made hereunder shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day, with the same force and effect as if made on the applicable Installment Payment Date. Interest on the Installment Payments shall be calculated based upon a 360-day year of twelve thirty-day months.

Each Installment Payment shall be paid to the Corporation in lawful money of the United States of America. In the event that the District fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the District until such amount shall have been fully paid; and the District agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Installment Payments if paid in accordance with their terms.

Subject to Section 10.1 hereof, the obligation of the District to make the Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the District will not discontinue or suspend any Installment Payments required to be made by it under this section when due, whether or not the Enterprise or any part thereof is operating or operable, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2019A Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

If the District fails to make any of the payments required in this Section 4.2 within 10 days of an Installment Payment Date, the payment in default shall continue as an obligation of the District until the amount in default has been fully paid, and the District agrees to pay the same with interest thereon at the Default Rate, to the extent permitted by law, from the Installment Payment Date to the applicable date of payment.

Installment Payments shall be made from the District to the Corporation by wire transfer pursuant to the instructions included in an invoice provided by the Corporation to the District at least 15 days prior to each Installment Payment Date, which invoice will state the amount due on such Interest Payment Date.



So long as this Agreement is held by BBVA USA, all principal and interest payments with respect to this Agreement shall be made by wire transfer using the following wiring instructions (unless the District shall receive subsequent wiring instructions from the Corporation):

[TO COME]

## ARTICLE V

### SECURITY

**Section 5.1 Pledge of Net Revenues.** All Net Revenues are hereby irrevocably pledged to the payment of the Installment Payments as provided herein, and the Net Revenues shall not be used for any other purpose while any of the Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created in favor of all other Parity Obligations, shall constitute a first lien on Net Revenues, subject to application of Revenues and all amounts on deposit in the Enterprise Fund as permitted herein, for the payment of the Installment Payments and all other Parity Obligations in accordance with the terms hereof.

**Section 5.2 Allocation of Revenues.** Subject to Section 5.3 below, in order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received by the District in trust hereunder and shall be deposited when and as received in a special fund designated as the “Enterprise Fund,” which fund has been established and which fund the District agrees and covenants to continue to maintain and to hold separate and apart from other funds so long as any Installment Payments remain unpaid.

The District shall, from the moneys in the Enterprise Fund, pay all Maintenance and Operation Costs (including amounts reasonably required to be set aside in contingency reserves for Maintenance and Operation Costs, the payment of which is not then immediately required) as such Maintenance and Operation Costs become due and payable. Thereafter, all remaining moneys in the Enterprise Fund shall be applied by the District at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this section.

(a) **Installment Payments.** The District shall, from available moneys in the Enterprise Fund and elsewhere, wire to the Corporation the portion of each Installment Payment due in accordance with the wiring instruction set forth in Section 4.2, and shall transfer to the applicable trustee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other debt service in accordance with the provisions of any Parity Obligation Documents.

(b) **Reserve Funds.** The District shall, from available moneys in the Enterprise Fund and elsewhere, thereafter, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for such reserve funds and/or accounts, if any, as may have been established in connection with Parity Obligation Documents the amount required to be deposited therein pursuant to such Parity Obligation Documents, as applicable.

(c) Other Payments. The District shall, from available moneys in the Enterprise Fund and elsewhere, thereafter, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference: (i) pay all other amounts when and as due and payable under this Agreement; and (ii) transfer all other amounts to otherwise comply with the Parity Obligation Documents.

(d) Surplus. Moneys on deposit in the Enterprise Fund which are not necessary to make any of the payments required above may be expended by the District at any time for capital expenditures or for any other purpose permitted by law.

**Section 5.3 [Reserved.]**

**Section 5.4 Issuance of Parity Obligations.** Except for obligations incurred to prepay or post a security deposit for the Installment Payments in whole, the District shall not issue or incur any Parity Obligations unless:

(a) The District is not then in default under the terms of this Agreement.

(b) The amount of such Net Revenues, calculated in accordance with sound accounting principles, as shown by the books of the District for the latest Fiscal Year or as shown by the books of the District for any more recent 12-month period selected by the District, in either case verified by a certificate or opinion of an Independent Certified Public Accountant employed by the District, are at least equal 115% of the amount of Maximum Annual Debt Service.

(c) All conditions to the issuance of such Parity Obligations as set forth in the documents authorizing the issuance of any Parity Obligations are met, and the District shall file with the Corporation a Written Order of the District to such effect, signed on behalf of the District by its chief financial officer or other authorized officer.

(d) The District shall be in compliance with all agreements, conditions, covenants and terms contained in this Agreement and in any Parity Obligation Documents required to be observed or performed by it, and a certificate signed by a District Representative to that effect shall have been filed with the Corporation (this condition shall not apply where the purpose of a Parity Obligations proposed to be issued is to cure such non-compliance).

**Section 5.5 Investments.** All moneys held by the District in the Enterprise Fund shall be invested in Permitted Investments, and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

**Section 5.6 No Reserve.** The Installment Payments shall not be secured by any reserve fund or account, and such payments are not payable, and are not secured by, and reserve fund or account established with respect to any Parity Obligations.

**ARTICLE VI**

**COVENANTS OF THE DISTRICT**

**Section 6.1 Compliance with Installment Agreement and Ancillary Agreements.** The District will punctually pay the Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained

herein which are required to be observed and performed by it, and will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2019 Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Corporation to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Corporation or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

The District will faithfully observe and perform all of the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Parity Obligations as such may from time to time be executed or issued, as the case may be.

**Section 6.2 Against Encumbrances.** The District will not make any pledge of or place any lien on the Net Revenues except as provided in Sections 5.1 and 5.4 hereof. In addition, the District may at any time, or from time to time, issue evidences of indebtedness or incur other obligations for any lawful purpose which are payable from and secured by a pledge of and lien on Net Revenues as may from time to time be deposited therein (as provided in Section 5.2), provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein.

**Section 6.3 Against Sale or Other Disposition of Property.** The District will not enter into any agreement or lease which impairs the operation of the Enterprise or any part thereof. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Enterprise, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the District to pay the Installment Payments and if the proceeds of such sale are deposited in the Enterprise Fund.

Nothing herein shall restrict the ability of the District to sell any portion of the Enterprise if such portion is immediately repurchased by the District and if such arrangement cannot by its terms result in: (i) the purchaser of such portion of the Enterprise exercising any remedy which would deprive the District of or otherwise interfere with its right to own and operate such portion of the Enterprise; or (ii) the creation of a payment obligation of the District structurally or contractually senior to the obligation to make Installment Payments.

**Section 6.4 Against Competitive Facilities.** To the extent permitted by law, the District covenants that it will not acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, District or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the District any water system competitive with the Enterprise.

**Section 6.5 Tax Covenants.** Notwithstanding any other provision of this Agreement, absent an opinion of nationally recognized bond counsel that the exclusion from gross income of the interest component of the Installment Payments will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The District will not take or omit to take any action or make any use of moneys or property which would cause the Installment Payments to be “private activity bonds” within the meaning of Section 141 of the Code.

(b) Arbitrage. The District will make no use of moneys or property, regardless of the source, and will not take or omit to take any action which would cause the Installment Payments to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The District will not take or omit to take any action that would cause the Installment Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirements of Section 149(e) of the Code.

(e) Hedge Bonds. The District will make no use of moneys or property, regardless of the source, and will not take any action or refrain from taking any action that would cause the Installment Payments to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of the interest component of the Installment Payments for federal income tax purposes.

(f) Miscellaneous. The District will take no action, or omit to take any action, inconsistent with the expectations stated in any tax certificate executed in connection with the Installment Payments and will comply with the covenants and requirements stated therein and incorporated by reference herein.

The District hereby designates this Agreement as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code.

This section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the District from causing to be executed and delivered or to issue Parity Obligations, the interest with respect to which has been determined by nationally recognized bond counsel not to be subject to federal income taxation.

**Section 6.6 Operation and Maintenance of the Enterprise.** The District will maintain and preserve the Enterprise in good repair and working order at all times and will operate the Enterprise in an efficient and economical manner and will pay all Maintenance and Operation Costs as they become due and payable.

**Section 6.7 Payment of Claims.** The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Enterprise or the Revenues or the funds or accounts created hereunder or on any funds in the hands of the District pledged to pay the Installment Payments or to the owners of Parity Obligations prior or superior to the lien of the Installment Payments or which might impair the security of the Installment Payments.

**Section 6.8 Compliance with Contracts.** The District will neither take nor omit to take any action under any contract, if the effect of such act or failure to act would in any manner materially adversely impair the ability of the District to pay Installment Payments; and the District will comply

with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in all other contracts affecting or involving the Enterprise to the extent that the District is a party thereto.

#### **Section 6.9 Insurance.**

(a) The District will procure and maintain or cause to be procured and maintained insurance on the Enterprise with responsible insurers in such amounts and against such risks (including damage to or destruction of the Enterprise) as are usually covered in connection with water systems similar to the Enterprise so long as such insurance is available from reputable insurance companies.

Without limiting the foregoing, the District shall procure and maintain or cause to be procured and maintained, with responsible insurers, public liability and worker's compensation insurance covering claims against the District (including its directors, officers and employees) for bodily injury or death, or damage to property occasioned by reason of the District's operations, including any use of the Enterprise, and such insurance shall afford protection in such amounts as are usually covered in connection with operations similar to the Enterprise; provided, that such insurance coverage may be satisfied under a self-insurance program which is actuarially sound. The Corporation shall be named as an additional insured with respect to any public liability insurance.

In the event of any damage to or destruction of the Enterprise caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Enterprise. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Enterprise shall be free and clear of all claims and liens.

If such Net Proceeds exceed the costs of such reconstruction, repair or replacement, then the excess Net Proceeds shall be applied by the District in any manner permitted by law, including but not limited to prepay the Installment Payments and other Parity Obligations on a pro rata basis, in the manner provided in Section 7.1(b) herein and in the Parity Obligation Documents.

(b) The District will procure and maintain such other insurance as it shall deem advisable or necessary to protect its interests and the interests of the Corporation, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with water systems similar to the Enterprise.

(c) Any insurance required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained through participation by the District in an insurance program administered by a joint exercise of powers authority for public agencies.

**Section 6.10 Eminent Domain of Enterprise.** Any amounts received as awards as a result of the taking of all or any part of the Enterprise by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the District, shall either: (a) be used for the acquisition or construction of improvements and extension or replacement facilities of the Enterprise; or (b) be applied to prepay or redeem the Installment Payments and any Parity Obligations,

on a pro rata basis, in the manner provided in Section 7.1(b) herein and in the Parity Obligation Documents.

If such eminent domain proceedings have had no effect, or at most an immaterial effect, upon the Net Revenues and the ability of the District to pay the Installment Payments under this Agreement and the Parity Obligation Documents, and a Written Order of the District to such effect has been filed with the Corporation, then the District shall be permitted to deposit such proceeds in the Enterprise Fund.

**Section 6.11 Accounting Records; Financial Statements and Other Reports.**

(a) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the District, which records shall be available for inspection by the Corporation at reasonable hours and under reasonable conditions.

(b) The District will prepare and file with the Corporation annually within two hundred ten (210) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2019) financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon. Such audit report shall include statements of the status of each account pertaining to the Enterprise, showing the amount and source of all deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of said Fiscal Year. With each such audit, the District shall provide a written statement as to whether or not the Net Revenues for such Fiscal Year were equal to at least 1.15 times the Debt Service payable in such Fiscal Year.

(c) The District will deliver a copy of its operating budget to the Corporation annually within thirty (30) days after the commencement of such Fiscal Year.

(d) The District shall file with the Corporation a Certificate of the District stating that it is in compliance with the covenants set forth in Section 6.13 relating to the rates and charges for the Enterprise for each Fiscal Year, within thirty (30) days after the commencement of each Fiscal Year.

(e) The District shall furnish at the Corporation's request such additional information that the Corporation may from time to time reasonably request.

**Section 6.12 Protection of Security and Rights of the Corporation.** The District will preserve and protect the security hereof and the rights of the Corporation to the Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

**Section 6.13 Amounts of Rates and Charges.**

(a) Covenant Regarding Revenues. The District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year which (together with existing unencumbered fund balances which are maintained in the form of cash or cash equivalents, and which are lawfully available to the District for payment of any of the following amounts during such Fiscal Year) are reasonably expected, at the commencement of such Fiscal Year, to be at least sufficient, after making allowances for

contingencies and error in the estimates, to pay the following amounts in the following order of priority:

(i) All Maintenance and Operation Costs of the Enterprise estimated by the District to become due and payable in such Fiscal Year;

(ii) The Installment Payments and Debt Service on any Parity Obligations which are payable from the Net Revenues as they become due and payable during such Fiscal Year, without preference or priority; and

(iii) All payments required to meet any other obligations of the District which are charges, liens, encumbrances upon or payable from the Revenues of the Enterprise during such Fiscal Year.

(b) Covenant Regarding Net Revenues. In addition to the covenant set forth in the preceding clause (a) of this Section, the District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year which (together with existing unencumbered fund balances which are maintained in the form of cash or cash equivalents, and which are lawfully available to the District for payment of any of the following amounts during such Fiscal Year) are reasonably expected, at the commencement of such Fiscal Year, to be at least sufficient to yield Net Revenues which are at least equal to 115% of the Installment Payments and Debt Service on any Parity Obligations which are payable from the Net Revenues, when and as the same come due and payable during such Fiscal Year.

**Section 6.14 Payment of Taxes and Compliance with Governmental Regulations.** The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Enterprise or any part thereof or upon the Revenues when the same shall become due. The District will duly observe and conform to all valid regulations and requirements of any governmental authority relative to the operation of the Enterprise or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

**Section 6.15 Further Assurances.** The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Corporation of the rights and benefits provided to it herein.

**Section 6.16 Enforcement of Contracts.** The District will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into, if such rescission or amendment would result in a default by the District in the payment of Installment Payments.

**Section 6.17 Observance of Laws and Regulations.** To the extent necessary to assure its performance hereunder, the District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, respectively, including its right to exist and

carry on its business, to the end that such contracts, rights and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

**Section 6.18 Collection of Rates and Charges.** The District will have in effect at all times by-laws, rules and regulations requiring each customer to pay the rates and charges applicable to the services and facilities furnished by the Enterprise to such land and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the District may discontinue such service from the Enterprise, and such service shall not thereafter be recommenced except in accordance with the District laws or rules and regulations governing such situations of delinquency.

**Section 6.19 Prompt Acquisition and Construction.** The District will take all necessary and appropriate steps to acquire and construct the 2019 Project, as agent of the Corporation, with all practicable dispatch and in an expeditious manner and in conformity with law so as to complete the same as soon as possible.

**Section 6.20 Release and Indemnification Covenants.** The District shall indemnify the Corporation and its officers, employees, agents, successors and assigns and hold them harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on or about the Enterprise by the District, or its employees, agents, directors, contractors or officers;
- (b) any breach or default on the part of the District in the performance of any of its obligations under this Agreement;
- (c) any intentional misconduct or negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Enterprise; and
- (d) any intentional misconduct or negligence of any lessee of the District with respect to the Enterprise.

No indemnification is made under this Section 6.20 or elsewhere in this Agreement for willful misconduct, gross negligence or breach of duty under this Agreement by the Corporation, its officers, agents, employees, successors or assigns.

## ARTICLE VII

### PREPAYMENT OF INSTALLMENT PAYMENTS

#### **Section 7.1 Prepayment.**

(a) Optional Prepayment. The District may prepay the Installment Payments, as a whole or in part, in the order of payment date as directed by the District, on July 15, 2026 or any Business Day thereafter, at a prepayment price equal to the principal amount being prepaid, together with accrued interest thereon to the prepayment date, without premium.



(b) Mandatory Prepayment. The District shall prepay the unpaid principal balance of the Installment Payments in whole or in part on any date from and to the extent the District determines to apply any Net Proceeds for such purpose under Section 6.9 and 6.10 at a price equal to the principal amount to be prepaid plus interest accrued thereon to such date, without premium.

**Section 7.2 Method of Prepayment.** Before making any prepayment pursuant to Section 7.1, the District shall give written notice to the Corporation specifying the date on which the Installment Payments will be paid, which date shall be not less than thirty (30) days from the date such notice is given.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES OF THE CORPORATION

**Section 8.1 Events of Default and Acceleration of Installment Payments.** If one or more of the following Events of Default shall happen:

(a) if default shall be made by the District in the due and punctual payment of any Installment Payment or any payment with respect to any Parity Obligations when and as the same shall become due and payable;

(b) if default shall be made by the District in the performance of any of the other agreements or covenants required herein or in any Parity Obligation Document to be performed by it, and such default shall have continued for a period of thirty (30) days after the District shall have been given notice in writing of such default by the Corporation; provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the District within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder;

(c) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property;

(d) if payment of the principal of any Parity Obligations is accelerated in accordance with its terms; or

(e) if any representation, warranty or certification of the District shall have been false when made;

(f) the dissolution, termination of existence, insolvency or business failure of the District;

(g) the occurrence of any event that has a Material Adverse Effect; and

(h) if any court of competent jurisdiction with jurisdiction to rule on the validity of any provision of this Agreement shall find or rule that this Agreement is not valid or not binding on the District.

then and in each and every such case during the continuance of such Event of Default specified above, the Corporation may, by notice in writing to the District, declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding.

This section however, is subject to the condition that, if at any time after the entire principal amount of the unpaid Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the District shall deposit with the Corporation a sum sufficient to pay the unpaid principal amount of the Installment Payments and/or the unpaid payment of any other Parity Obligations referred to in clause (a) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the Default Rate as to the remaining unpaid principal balance of the Installment Payments or at the rate or rates applicable or such Parity Obligations if paid in accordance with their terms, and the reasonable expenses of the Corporation, and any and all other defaults known to the Corporation (other than in the payment of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Corporation, or provision deemed by the Corporation to be adequate shall have been made therefor, then and in every such case, the Corporation, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

**Section 8.2 Application of Funds Upon Acceleration.** Upon the date of the declaration of acceleration as provided in Section 8.1, all Revenues thereafter received shall be applied to the payment of Installment Payments in accordance with Sections 5.1 and 5.2 hereof and all Revenues thereafter received shall be applied in the following order:

First, to the payment of the fees, costs and expenses of the Corporation, if any, including reasonable compensation to its accountants and counsel;

Second, to the payment of the Maintenance and Operation Costs; and

Third, to the payment of the entire principal amount of the unpaid Installment Payments and the entire unpaid principal amount of all Parity Obligations and the accrued interest thereon, on a pro rata basis, with interest on the overdue installments at the Default Rate as to the Installment Payments and at the rate or rates of interest applicable to the Parity Obligations if paid in accordance with their respective terms.

**Section 8.3 Other Remedies of the Corporation.** The Corporation shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his duties under the Law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Corporation; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Corporation shall have no security interest in or mortgage on the Enterprise, the 2019 Project or other assets of the District, and no default hereunder shall result in the loss of the Enterprise, the 2019 Project or other assets of the District.

**Section 8.4 Non-Waiver.** Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Installment Payments to the Corporation at the respective due dates or upon prepayment from the Net Revenues, the Enterprise Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Corporation shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Corporation to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Corporation by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Corporation.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the District and the Corporation shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

**Section 8.5 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

If any remedial action is discontinued or abandoned, the Corporation shall be restored to its former position.

**Section 8.6 Agreement to Pay Attorneys' Fees and Expenses.** [TO BE REVIEWED BY GENERAL COUNSEL] In the event that either party to this Agreement should default under any of the provisions hereof and the non-defaulting party should employ attorneys (including in-house counsel) or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys (including the allocable cost).

## ARTICLE IX

### DISCHARGE OF OBLIGATIONS

#### Section 9.1 Discharge of Obligations.

(a) When all or any portion of the Installment Payments shall have become due and payable in accordance herewith or a written notice of the District to prepay all or any portion of the Installment Payments shall have been filed with the Corporation; and

(b) there shall have been deposited with the Corporation or an independent escrow agent at or prior to the Installment Payment Dates or date (or dates) specified for prepayment, in trust for the benefit of the Corporation or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Installment Payments, sufficient moneys and non-callable Permitted Investments, issued by the United States of America and described in clause (a) of the definition thereof, the principal of and interest on which when due will provide money sufficient, without reinvestment, to pay all principal, prepayment premium, if any, and interest of such Installment Payments to their respective Installment Payment Dates or prepayment date or dates as the case may be, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Financial Consultant addressed to the Corporation, and the Corporation has received an opinion addressed to it in form and substance satisfactory to the Corporation in its sole discretion of Bond Counsel to the effect that such deposit and prepayment will not cause the interest component of Installment Payments to be included in gross income for federal income tax purposes;

then and in that event, the right, title and interest of the Corporation herein and the obligations of the District hereunder shall, with respect to all or such portion of the Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Corporation and the obligation of the District to have such moneys and such Permitted Investments applied to the payment of such Installment Payments, and the obligation of the District to pay any deficiency in such moneys and Permitted Investments).

Upon payment in full of the principal component of all Installment Payments plus interest thereon to the date of payment, the Corporation shall pay over to the District as an overpayment of Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto other than such moneys and such Permitted Investments as are required for the payment or prepayment of the Installment Payments, which moneys and Permitted Investments shall continue to be held by the Corporation in trust for the payment of the Installment Payments and shall be applied by the Corporation to the payment of the Installment Payments of the District.

## ARTICLE X

### MISCELLANEOUS

**Section 10.1 Liability of District Limited.** The obligation of the District to make the Installment Payments is a special obligation of the District payable solely from Net Revenues, and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Net Revenues for the payment of amounts due

hereunder or for the performance of any agreements or covenants required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

**Section 10.2 Benefits of Installment Agreement Limited to Parties.** Nothing contained herein, expressed or implied, is intended to give to any person other than the District and the Corporation any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Corporation shall be for the sole and exclusive benefit of the other party.

**Section 10.3 Successor Is Deemed Included in all References to Predecessor.** Whenever either the District or the Corporation is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District or the Corporation, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Corporation shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Section 10.4 Waiver of Personal Liability.** No director, officer or employee of the District shall be individually or personally liable for the payment of the Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

**Section 10.5 Article and Section Headings, Gender and References.** The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby", "herein," "hereof," "hereto," "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

**Section 10.6 Partial Invalidity.** If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Corporation shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Corporation hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**Section 10.7 Assignment.** This Agreement and any rights hereunder may not be assigned by the Corporation, as a whole or in part, unless the Corporation has complied with Section 10.14 hereof.

**Section 10.8 Net Contract.** This Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof the Installment Payments and

all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

**Section 10.9 California Law.** THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**Section 10.10 Notices.** All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District: Yuima Municipal Water District  
34928 Valley Center Road  
Pauma Valley, California 92061  
Attention: Finance & Administrative Services Manager

If to the Corporation: BBVA USA  
402 West Broadway, 23rd Floor  
San Diego, California 92101  
Attention: Rick Martinez

With a copy to: Compass Bank  
8333 Douglas Avenue, 2nd Floor  
Dallas, Texas 75225  
Attention: LDFC Public Finance

**Section 10.11 Effective Date.** This Agreement shall become effective on the Closing Date, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Corporation).

**Section 10.12 Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 10.13 Servicing; Appointment of Servicer.**

(a) The Corporation may engage a servicer, and collaterally assign some or all of its rights under this Agreement, to act on behalf of the Corporation under this Agreement as the “**Servicer**.” The Corporation may at any time and from time to time terminate or remove and replace any such Servicer. The Corporation shall give written notice to the District of its appointment, termination, removal or replacement of any Servicer, and the parties may rely on any such notice until any subsequent notice is given. The Corporation is under no obligation to appoint a Servicer; if at any time a Servicer has not been designated by the Corporation, any references to the “Servicer” herein shall refer to the Corporation. Any opinion or certificate provide for herein that is directed to the Servicer shall also be directed to, and may be relied upon by, the Corporation.

(b) The Corporation understands and agrees that it may resell or otherwise transfer its interest in this Agreement in whole, and not simply a portion thereof, only to a Servicer that: (i) the Corporation reasonably believes is either: (x) a qualified institutional buyer; or (y) an “accredited

investor” in accordance with Section 10.14 hereof; and (ii) otherwise complies in all respects with the provisions herein regarding such sale or transfer.

(c) The Corporation shall be solely responsible for providing the proceeds in accordance with Section 3.1. From and after the Closing Date, if the Corporation has appointed a Servicer for the Corporation under this Agreement, the District acknowledges and agree that the Servicer shall exercise all of the rights and remedies of the Corporation under this Agreement, shall receive all reports, statements, notices and other communications from the District on behalf of the Corporation required to be delivered to the Corporation under this Agreement and shall be entitled to all of the protections afforded the Corporation under this Agreement.

**Section 10.14 Transfer.** This Agreement is not subject to transfer or assignment by the District. The District acknowledges that the Corporation may transfer or assign this Agreement in whole and not in part provided that:

(a) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(b) the transferring holder thereof can transfer this Agreement only to a transferee who executes and delivers to the District a letter of the transferee substantially in the form attached as Exhibit B and who qualifies as an:

(i) a qualified institutional buyer pursuant to Rule 144A of the 1933 Securities Act; or

(ii) an “accredited investor” within the meaning of Section 2(15) of the 1933 Securities Act; and

(c) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the District without the prior review and written consent of the District, in the District’s sole discretion.

**Section 10.15 Notices to the Corporation.** The District covenants and agrees to provide notices to the Corporation as set forth below:

(a) The District shall immediately notify the Corporation by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Agreement, together with a detailed statement by a District Representative of the steps being taken by the District to cure the effect of such Event of Default.

(b) The District shall promptly notify the Corporation in writing: (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the District or any of the Enterprise or the Revenues which involve claims equal to or in excess of \$5,000,000 or that seeks injunctive relief; or (ii) of any loss or destruction of or damage to any portion of the Enterprise in excess of \$5,000,000.

(c) The District shall promptly notify the Corporation in writing of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could impact any of the Revenues or Net Revenues.

(d) The District shall promptly notify the Corporation in writing in the event of any termination or cancellation of any insurance policy which the District is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the District property in excess of an aggregate of \$100,000.

(e) The District shall promptly notify the Corporation in writing of any event that may have a Material Adverse Effect.

(f) The District shall file with the Corporation such additional information as the Corporation may reasonably request in writing, within a reasonable period of time after the receipt of such written request by the District.

**Section 10.16 Amendments Permitted.** This Agreement and the rights and obligations of the Corporation and the District may be modified or amended at any time by an amendment hereto which shall become binding upon the written consents of the Corporation and the District.

**Section 10.17 Judicial Reference.** [TO BE REVIEWED BY GENERAL COUNSEL]

(a) The Corporation and the District hereby agree that: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Agreement or any document related thereto, any dealings between the District and the Corporation related to the subject matter of this Agreement or any related transactions, and/or the relationship that is being established between the District and the Corporation (hereinafter, a “**Claim**”) shall be heard by a single referee (a “**Referee**”) by consensual general judicial reference (the “**Reference**”) pursuant to the provisions of Section 638 *et seq.* of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Corporation or the District, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee’s statement of decision will constitute the decision of the court with respect to the Claim. The Corporation and the District agree that the Referee’s remedies shall include the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Corporation and the District shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 10.17; (iv) either the Corporation or the District, as applicable, may file the Referee’s findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee’s report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the Corporation and the District, as applicable, will each have such rights to assert such objections as are set forth in Section 638 *et seq.* of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, provided, however, that all records relating to the Reference shall be publicly available when the order thereon becomes final.

(b) The parties to the Reference proceeding shall select a single neutral Referee, who shall be a retired judge or justice of the courts of the State of California, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 *et seq.* of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the



federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Riverside County Superior Court, or of the U.S. District Court for the Southern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 10.17.

(c) No provision of this Section 10.17 shall limit the right of either the Corporation or the District, as the case may be, to: (i) exercise such self-help remedies as might otherwise be available under applicable law; or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Corporation or the District to the Reference pursuant to this Section 10.17(c).

(d) Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

YUIMA MUNICIPAL WATER DISTRICT

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BBVA USA, an Alabama banking corporation

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**EXHIBIT A**  
**PURCHASE PRICE**

1. The principal amount of payments to be made by the District hereunder is \$[5,000,000.00].

2. The installment payments of principal and interest are payable in the amounts and on the Installment Payment Dates as follows:

<i>Installment Payment Date</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest</i>	<i>Total</i>
January 15, 2020	\$	\$	\$
July 15, 2020			
January 15, 2021			
July 15, 2021			
January 15, 2022			
July 15, 2022			
January 15, 2023			
July 15, 2023			
January 15, 2024			
July 15, 2024			
January 15, 2025			
July 15, 2025			
January 15, 2026			
July 15, 2026			
January 15, 2027			
July 15, 2027			
January 15, 2028			
July 15, 2028			
January 15, 2029			
July 15, 2029			
January 15, 2030			
July 15, 2030			
January 15, 2031			
July 15, 2031			
January 15, 2032			
July 15, 2032			
January 15, 2033			
July 15, 2033			
January 15, 2034			
July 15, 2034			
January 15, 2035			
July 15, 2035			
January 15, 2036			
July 15, 2036			
January 15, 2037			
July 15, 2037			
January 15, 2038			
July 15, 2038			
January 15, 2039			
July 15, 2039			
<b>Total</b>	<b>\$[5,000,000.00]</b>	<b>\$</b>	<b>\$</b>

## BOND DEBT SERVICE

Yuima Municipal Water District  
Series 2019 Net Revenue Bonds

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
01/15/2020		24,752.78	24,752.78	
07/15/2020		66,500.00	66,500.00	91,252.78
01/15/2021	100,000	66,500.00	166,500.00	
07/15/2021	105,000	65,170.00	170,170.00	336,670.00
01/15/2022	110,000	63,773.50	173,773.50	
07/15/2022	105,000	62,310.50	167,310.50	341,084.00
01/15/2023	110,000	60,914.00	170,914.00	
07/15/2023	110,000	59,451.00	169,451.00	340,365.00
01/15/2024	115,000	57,988.00	172,988.00	
07/15/2024	110,000	56,458.50	166,458.50	339,446.50
01/15/2025	110,000	54,995.50	164,995.50	
07/15/2025	120,000	53,532.50	173,532.50	338,528.00
01/15/2026	115,000	51,936.50	166,936.50	
07/15/2026	120,000	50,407.00	170,407.00	337,343.50
01/15/2027	120,000	48,811.00	168,811.00	
07/15/2027	120,000	47,215.00	167,215.00	336,026.00
01/15/2028	125,000	45,619.00	170,619.00	
07/15/2028	125,000	43,956.50	168,956.50	339,575.50
01/15/2029	130,000	42,294.00	172,294.00	
07/15/2029	125,000	40,565.00	165,565.00	337,859.00
01/15/2030	130,000	38,902.50	168,902.50	
07/15/2030	130,000	37,173.50	167,173.50	336,076.00
01/15/2031	130,000	35,444.50	165,444.50	
07/15/2031	135,000	33,715.50	168,715.50	334,160.00
01/15/2032	140,000	31,920.00	171,920.00	
07/15/2032	135,000	30,058.00	165,058.00	336,978.00
01/15/2033	140,000	28,262.50	168,262.50	
07/15/2033	140,000	26,400.50	166,400.50	334,663.00
01/15/2034	145,000	24,538.50	169,538.50	
07/15/2034	145,000	22,610.00	167,610.00	337,148.50
01/15/2035	145,000	20,681.50	165,681.50	
07/15/2035	150,000	18,753.00	168,753.00	334,434.50
01/15/2036	155,000	16,758.00	171,758.00	
07/15/2036	150,000	14,696.50	164,696.50	336,454.50
01/15/2037	155,000	12,701.50	167,701.50	
07/15/2037	155,000	10,640.00	165,640.00	333,341.50
01/15/2038	160,000	8,578.50	168,578.50	
07/15/2038	160,000	6,450.50	166,450.50	335,029.00
01/15/2039	160,000	4,322.50	164,322.50	
07/15/2039	165,000	2,194.50	167,194.50	331,517.00
	5,000,000	1,487,952.28	6,487,952.28	6,487,952.28

## EXHIBIT B

### FORM OF INVESTOR LETTER

Board of Directors  
Yuima Municipal Water District  
Pauma, California

*Re: \$[5,000,000] Yuima Municipal Water District 2019 Installment Purchase Agreement*

Ladies and Gentlemen:

The undersigned, an authorized representative of \_\_\_\_\_ (the “Corporation”) hereby represents and warrants to you as follows:

1. The Corporation is a party to the above-referenced agreement (the “Agreement”) approved pursuant to that certain Resolution adopted by the Board of Directors of the Yuima Municipal Water District (the “District”) on October 28, 2019 (the “Resolution”).

2. The Corporation has sufficient knowledge and experience in business and financial matters in general and lending to public agencies, to enable the Corporation to evaluate the Agreement, the credit of the District, the collateral and the Agreement terms and that the Corporation will make or has made its own independent credit analysis and decision to enter into the Agreement based on an independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on the District or its affiliates, its directors, officers, employees, attorneys or agents.

3. The Corporation acknowledges that no official statement has been prepared in connection with the Agreement, that the execution and delivery of the Agreement is exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule, and that the District will not be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the Agreement or the security therefor. The Corporation has been offered copies of or full access to all documents relating to the Agreement and all records, reports, financial statements and other information concerning the District and pertinent to the source of payments due under the Agreement as deemed material by the Corporation, which the Corporation has requested and to which the Corporation would attach significance in making a transaction decision.

4. The Corporation confirms that its execution and delivery of the Agreement is suitable for and consistent with its loan portfolio and that the Corporation is able to bear the economic risk of the execution and delivery of the Agreement, including a complete loss under the Agreement.

5. The Corporation is executing and delivering the Agreement for not more than one account, solely for its own loan account, and not with a present view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Corporation’s property will remain at all times within its control). Because the Corporation intends to treat the execution and delivery of the Agreement as a loan and hold the Agreement in its loan portfolio, the Corporation has not directed or requested a CUSIP number for this transaction, or applied for eligibility with The Depository Trust Company (DTC).

6. The Corporation understands that: (i) the Agreement: (a) has not been registered under the Securities Act of 1933 (the “Securities Act”); (b) has not been registered or qualified under any state securities or “Blue Sky” laws; (c) will not be listed on any stock or other securities exchange; (d) will carry no rating from any rating service specific to the Agreement at the request of the District (although similar securities of the District may carry ratings); and (e) due to a lack of a rating and lack of registration with a securities depository may not be readily marketable and the Corporation will be required to bear the risk of an investment in the Agreement for a certain period of time; and (ii) the Agreement has not been qualified under the Trust Indenture Act of 1939, as amended.

7. The Corporation has been furnished with and has examined the Agreement, the Resolution and other documents, certificates and the legal opinions delivered in connection with the execution and delivery of the Agreement.

8. The Corporation is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to execute and deliver the Agreement. The person executing this letter on behalf of the Corporation is duly authorized to do so on the Corporation’s behalf.

9. The Corporation is a “qualified institutional buyer” (a “Qualified Institutional Buyer”) within the meaning of Rule 144A promulgated under the Securities Act, or an institutional “accredited investor” (an “Institutional Accredited Investor”) as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

10. The Corporation understands and agrees that interest in the Agreement may be transferred: (i) only to a Person that the Corporation reasonably believes is either: (A) a Qualified Institutional Buyer that is receiving an interest in the Agreement for not more than one account, for their own account and not with a view to distributing such interest; or (B) an Institutional Accredited Investor that is receiving an interest in the Agreement for not more than one account and not with a view to distributing such interest; and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District a completed and duly executed Investor Letter substantially in the form hereof. The Corporation retains the right to participate its interests in the Agreement but only to Qualified Institutional Buyers or Institutional Accredited Investors.

11. Inasmuch as the Agreement represents a negotiated transaction, the Corporation is not acting as a fiduciary of the District, but rather is acting solely in its capacity as the Corporation, for its own loan account.

12. The Corporation understands that the District, Stradling Yocca Carlson & Rauth, Piper, Jaffray & Co. and Urban Futures, Inc. will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

13. No person has made any direct or indirect representation or warranty of any kind to the Corporation with respect to the economic return which may accrue to the Corporation. The Corporation has consulted with its own tax counsel and other advisors with respect to the investment represented by the Agreement.

IN WITNESS WHEREOF, the Corporation has executed this Corporation Letter as of the date set forth below.

Dated: \_\_\_\_\_, \_\_\_\_\_

Very truly yours,

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**2019 PROJECT**

<i>Component</i>	<i>Estimated Capital Cost</i>
Construction of Forebay Pump Station [OTHER?]	\$ 5,000,000



**EXHIBIT D**

**FORM OF REQUISITION FROM ACQUISITION FUND**

[\$5,000,000]

YUIMA MUNICIPAL WATER DISTRICT  
2019 INSTALLMENT PURCHASE AGREEMENT

REQUISITION NO. \_ FOR  
DISBURSEMENT FROM ACQUISITION FUND

The undersigned hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting \_\_\_\_\_ of the Yuima Municipal Water District, a municipal water district that is organized and existing under the Constitution and laws of the State of California (the "District"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.7 of that certain Installment Purchase Agreement, dated as of November 1, 2019 (the "Installment Purchase Agreement"), by and between the District and BBVA USA, the undersigned hereby requests the \_\_\_\_\_ of the District [MUST BE SEPARATE DISTRICT REPRESENTATIVE THAN ONE WHO SIGNS THIS REQUISITION] to disburse this date the following amounts from the Acquisition Fund established under the Indenture relating to the above-captioned obligations, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final; and

(v) that there has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

Dated: \_\_\_\_\_, 20\_\_

YUIMA MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
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**October 28, 2019**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh, Assistant General Manager**

**SUBJECT: Forebay Pump Station Contract Award**

**PURPOSE:** To provide the Board with information on the Forebay Pump Station bidding process and results and to ensure that the Board has all pertinent information necessary to award the construction contract for the project.

**SUMMARY:** In January of 2018 the District began the process of replacing the 55-year old Forebay Pump Station. Tank inspections and repeated problems with aging pumps led to the Boards decision to replace the pump station. The District entered into a Design and Build Contract with Dexter-Wilson Engineering. Dexter-Wilson designed a replacement station that would be able to minimally increase the total CSF production without the high cost of replacing the pipeline from Forebay to McNally tanks.

On September 16, 2019 the Board adopted Resolution 1834-19 authorizing going to bid on pump station construction. The District went to bid on September 19, 2019 and bid opening was held on October 15, 2019 at 11:00 a.m.

A total of four bids were received, ranging from \$3,195,000 to \$4,370,000. The lowest bidder was Canyon Springs Enterprises, DBA RSH Construction. All bids were reviewed by TKE Engineering, Inc. for completeness, submission accuracy and mathematical accuracy. Each bidder was vetted to verify contractor license standing, reference verification and Department of Industrial registration.

**RECOMMENDATIONS:** On October 17, 2019 TKE Engineering, Inc. provided the District with a memorandum discussing the results of the bidding and review process with their recommendation. TKE Engineering, Inc. has recommended that the District award the project to Canyon Springs Enterprises/RSH Construction, Inc. in the amount of \$3,195,000.00.

**SUBMITTED BY:**

A handwritten signature in blue ink that reads "Amy Reeh".

**Amy Reeh**  
**Assistant General Manager**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
YUIMA MUNICIPAL WATER DISTRICT  
AWARDING CONTRACT FOR  
FOREBAY PUMP STATION REHABILITATION PROJECT  
(FOREBAY WATER BOOSTER FACILITY)**

(Canyon Springs Enterprises, DBA RSH Construction)

WHEREAS, pursuant to notices heretofore given and published, bids have been received for the Forebay Pump Station Rehabilitation Project (Forebay Water Booster Facility), and

WHEREAS, the bids received and opened October 15, 2019, have been submitted to TKE Engineering, Inc. for analysis; and

WHEREAS, TKE Engineering, Inc. has provided the District with a Memorandum and recommendation verifying the accuracy of the bid documents, verification of the contractor license standing, Department of Industrial Relations registration and positive reference responses; and

WHEREAS, it appears that the bid of Canyon Springs Enterprises, DBA RSH Construction in the amount of \$3,195,000.00 is the low bid for the Forebay Pump Station Rehabilitation Project (Forebay Water Booster Facility) and the Board, after considering the recommendations of TKE Engineering, has determined that said bidder is the lowest responsible bidder for said construction;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF YUIMA MUNICIPAL WATER DISTRICT, as follows:

1. That the bid of Canyon Springs Enterprises, DBA RSH Construction, in the amount of \$3,195,000.00 for the Forebay Pump Station Rehabilitation (Forebay Water Booster Facility) is hereby accepted, and the appropriate officers of the District are authorized and directed on behalf of the District to execute all contract documents and to do all things necessary to effectuate the contract.

2. That all other bids received under the foregoing invitation be rejected and the Assistant General Manager is authorized to return the bid bonds of all other bidders when the district has a signed agreement and performance bonds from low bidder.

PASSED AND ADOPTED this 28<sup>th</sup> day of October, 2019 at a regular meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT by the following roll-call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Attest:

\_\_\_\_\_  
Ron Watkins, President

\_\_\_\_\_  
Roland Simpson, Vice-President

# MEMORANDUM

**Date:** October 17, 2019

**To:** Amy Reeh, Assistant General Manager  
**Yuima Municipal Water District**

**From:** Zuzanna Rand, P.E., Project Manger *Zuzanna Rand*  
**TKE Engineering, Inc.**

**Subject:** Forebay Water Booster Facility

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Forebay Water Booster Facility Bid Opening:

A total of 4 bids were received prior to the bid opening date and time. Bids ranged from \$3,195,000.00 to \$4,370,000.00. The bids were as follows:

- |   |                 |
|---|-----------------|
| 1. Canyon Spring Enterprises/DBA RSH Construction | \$ 3,195,000.00 |
| 2. Pacific Hydrotech Corporation                  | \$ 3,862,300.00 |
| 3. TC Construction, Inc.                          | \$ 4,171,500.00 |
| 4. Stanek Constructors, Inc.                      | \$ 4,370,000.00 |

Canyon Spring Enterprises/DBA RSH Construction (Canyon Spring/RSH) was the apparent low bidder. After review of Canyon Spring's bid documents, all documents were in order, submitted correctly and had no mathematical errors. Reference checks were performed with Karl Roland of EMWD, Dusting Witter of EMWD and Pat Watson of Krieger & Stewart, Inc. All three came back with positive reviews of Canyon Spring/RSH.

A review of Canyon Spring/RSH's Contractor's License shows the license is active and in good standings.

A review of State of California Department of Industrial Relations (DIR) shows Canyon Spring/RSH is currently registered with the DIR for Public Works construction.

TKE recommends Yuima Municipal Water District award the project to Canyon Spring Enterprises/DBA RSH Construction, Inc. in the amount of \$3,195,000.00.

## Business Information

CANYON SPRINGS ENTERPRISES  
DBA R S H CONSTRUCTION

PO BOX 2810, HEMET, CA 92546  
Business Phone Number:(951) 925-2288

**Entity** Corporation  
**Issue Date** 04/17/2002  
**Expire Date** 04/30/2020

## License Status

**This license is current and active.**

All information below should be reviewed.

## Classifications

- [A - GENERAL ENGINEERING CONTRACTOR](#)

## Bonding Information

### Contractor's Bond

This license filed a Contractor's Bond with [ARGONAUT INSURANCE COMPANY](#).

**Bond Number:** SUR0057338

**Bond Amount:** \$15,000

**Effective Date:** 10/03/2019

### Bond of Qualifying Individual

The qualifying individual SHAWN PATRICK OWENS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 02/14/2019

## Workers' Compensation

This license has workers compensation insurance with the [STARR INDEMINITY & LIABILITY COMPANY](#)

**Policy Number:** 1000003420

**Effective Date:** 11/01/2018

**Expire Date:** 11/01/2019

[Workers' Compensation History](#)

## Miscellaneous Information

- 11/06/2015 – CASH DEPOSIT LTR SENT \$15,000



### Contractor Information

Legal Entity Name  
CANYON SPRINGS ENTERPRISES  
Legal Entity Type  
Corporation  
Status  
Active  
Registration Number  
1000002091  
Registration effective date  
07/01/19  
Registration expiration date  
06/30/20  
Mailing Address  
3883 WENTWORTH DRIVE HEMET 92545 CA United States of America  
Physical Address  
3883 WENTWORTH DRIVE HEMET 92545 CA United States of America  
Email Address  
estimating@rshconstruction.com  
Trade Name/DBA  
RSH CONSTRUCTION  
License Number (s)  
CSLB:806747

### Registration History

Effective Date	Expiration Date
06/06/18	06/30/19
05/09/17	06/30/18
05/02/16	06/30/17
06/25/15	06/30/16
10/20/14	06/30/15
07/01/19	06/30/20

### Legal Entity Information

Corporation Entity Number: C2359861  
Federal Employment Identification Number: 330983571  
President Name: ROBERT S HAMILTON  
Vice President Name: THOMAS P. UPPENA  
Treasurer Name: EDUARDO V. PERALTA  
Secretary Name: EDUARDO V. PERALTA  
CEO Name: ROBERT S HAMILTON  
  
[Agency for Service:](#)  
Agent of Service Name: ROBERT S HAMILTON  
Agent of Service Mailing Address: 3883 WENTWORTH DRIVE HEMET 92545 CA United States of America

### Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No  
Please provide your current worker's compensation insurance information below:

PEO InformationName	Phone	Email

Insured by Carrier  
Policy Holder Name: CANYON SPRINGS ENTERPRISES  
Insurance Carrier: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA  
Policy Number: 1000001891  
Inception date: 11/01/16  
Expiration Date: 11/01/19



(2)

RECEIVED

OCT 15 2019



CANYON SPRINGS ENTERPRISES  
DBA RSH CONSTRUCTION  
PO BOX 2810  
HEMET, CA 92546-2810

**YUIMA MUNICIPAL WATER DISTRICT  
PAUMA VALLEY, CALIFORNIA**



**PLANS, SPECIFICATIONS,  
AND CONTRACT DOCUMENTS  
FOR CONSTRUCTION  
OF  
FOREBAY WATER BOOSTER FACILITY**

**YUIMA MUNICIPAL WATER DISTRICT  
34928 VALLEY CENTER ROAD  
PO BOX 0177  
PAUMA VALLEY, CA 92061-0177  
TELEPHONE: (760) 742-3704  
FACSIMILE: (760) 742-2069**

Date: September 17, 2019

**BID FORM**

**BY**

Canyon Springs Enterprises dba RSN Construction  
(Firm)

**FOR  
CONSTRUCTION OF**

**FOREBAY WATER BOOSTER FACILITY**

**PROJECT NO. \_\_\_\_\_**

Yuima Municipal Water District  
34928 Valley Center Road  
Post Office Box 0177 Pauma  
Valley CA 92061-0177

Attention: **Richard S. Williamson**  
General Manager

The undersigned declares, as Bidder, that he has carefully examined the locations of the proposed Work and that he has examined the Contract Documents, Plans, and Specifications and hereby proposes and agrees to furnish all labor, materials, equipment, tools, transportation, and services necessary to do all work required to construct:

**Forebay Water Booster Facility**

and all appurtenances therefor, in strict conformance with the Contract Documents and the Plans and Specifications prepared by the Engineer/Architect, for the price(s) as delivered to the District. The total price for each Bid Schedule stated in this Proposal for all Bid Items is based on the estimated quantities indicated in the Plans and Specifications, and shall include all items necessary to complete the Work.

**BID SCHEDULE**  
**FOR**  
**CONSTRUCTION OF**  
**FOREBAY WATER BOOSTER FACILITY**

No.	Item	Quantity	Unit Price, \$	Total Price, \$
1	Mobilization, bonds, schedule of values, project schedule.	1	150,000	150,000
2	Demolition of existing reservoir, foundation, and appurtenances, including removal, hauling, disposal, and protection of existing facilities in accordance with the Contract Documents.	1	45,000	45,000
3	Demolition of existing building, piping equipment, including removal, hauling, disposal, abandonment in place, and protection of existing facilities in accordance with the Contract Documents.	1	20,000	20,000
4	Yard piping, valves, and appurtenances, complete and in place including testing in accordance with the Contract Documents.	1	350,000	350,000
5	Rough grading and precise grading including import/export, moisture conditioning, compaction, and cleanup in accordance with the Contract Documents.	1	90,000	90,000
6	Precise paving and surface improvements including AC curb, AC paving, redwood header board, ribbon gutters, sawcut and removal of asphalt in accordance with the Contract Documents.	1	140,000	140,000
7	Construction sequencing requirements, including temporary piping, scheduled shutdowns, and connections to existing facilities in accordance with the Contract Documents.	1	5,000	5,000
8	Cast-in-place concrete Forebay Storage Tank, including coating, stairs, ladders, hand rails, slide gate, and all appurtenances in accordance with the Contract Documents.	1	598,000	598,000
9	Installation of Owner supplied pumps in accordance with the Contract Documents.	1	20,000	20,000
10	Pump station mechanical piping, valves, appurtenances, and all miscellaneous items in accordance with the Contract Documents.	1	395,000	395,000
11	Install shade structure, hatches, anchors, and all appurtenances in accordance with Contract Documents.		70,000	70,000
12	Electrical/Control building, including HVAC improvements, in accordance with the Contract Documents.	1	542,000	542,000

No.	Item	Quantity	Unit Price, \$	Total Price, \$
13	Building electrical, including installation of Owner Furnished ATS/Switchgear and all other panels, conduit, wiring, and lighting in accordance with Contract Documents.	1	210,000	210,000
14	SDG&E main service feed in accordance with Contract Documents.	1	130,000	130,000
15	Site electrical and field mounted instruments, including all conduit, wiring, and miscellaneous items in accordance with Contract Documents. Please note: the conduit and wiring for the diesel generator is included in Bid Item No. 16.	1	362,000	362,000
16	Installation of Owner Supplied diesel engine generator, including concrete foundation in accordance with Contract Documents.	1	18,000	18,000
17	Install 4" Anti-Surge Air Release Valves on Offsite 20" Transmission Line.	5	8,500	42,500
18	Overall project testing, cleanup, and final closeout in accordance with the Contract Documents.	1	7,500	7,500

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

**TOTAL BASE BID PRICE:**

\$ 3,195,000.00  
Total Base Bid Price in Numbers

Three Million One Hundred Ninety Five Thousand Dollars Even  
Total Base Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price as submitted shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District that cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and

shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 8016747; Expiration Date 4/30/20; class of license. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1 \_\_\_\_\_

Addenda No. 2 \_\_\_\_\_

Addenda No. 3 \_\_\_\_\_

Addenda No. 1  
Addenda No. 5  
Addenda No. 6  
Addenda No. 7

Addenda No. 4

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully-executed Non-Collusion Declaration form.
3. Attached is the completed List of Subcontractors form.
4. Attached is the completed Contractor Information and Experience form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Attached is the completed Public Works Contractor Registration Certification form.

I hereby certify under penalty of perjury under the laws of the state of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Canyon Springs Enterprises dba RSN Construction

Signature \_\_\_\_\_

Name Thomas Uppena

Title President

Dated 10/15/19

**END OF BID FORM**

**NOTE: Attach "California All-Purpose Acknowledgment"**

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF Riverside

On, 20 10/15/20, before me, Christine Peterson, Notary Public, personally appeared Thomas Uppena, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Christine Peterson  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Partner(s)</li> <li><input type="checkbox"/> Attorney-In-Fact</li> <li><input type="checkbox"/> Trustee(s)</li> <li><input type="checkbox"/> Guardian/Conservator</li> <li><input type="checkbox"/> Other:</li> </ul> | <p style="text-align: center;">Title(s)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Limited</li> <li><input type="checkbox"/> General</li> </ul> |
|---|--|

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

---

#### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document
Number of Pages
Date of Document
Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **806747**

Entity **CORP**

Licensee Name **CANYON SPRINGS ENTERPRISES  
DBA R S H CONSTRUCTION**

Classification **A**

Expiration Date **04/30/2020**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Canyon Springs Enterprises dba RSH Construction

Signature 

Name Thomas Uppena

Title President

Dated 10/15/19

**END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0252636 <b>United Agencies</b> P.O. Box 7488 La Verne, CA 91750-7488	<b>CONTACT NAME:</b> Lisa Perrault, CISR <b>PHONE (A/C, No, Ext):</b> (909) 593-7776 7907 <b>FAX (A/C, No):</b> (909) 593-5477 <b>E-MAIL ADDRESS:</b> lperrault@hardyirm.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Canyon Springs Enterprises dba: RSH Construction PO Box 3229 Paso Robles, CA 93447-3229	<b>INSURER A:</b> Evanston Insurance Company <b>NAIC #</b> 35378	
	<b>INSURER B:</b> Starr Indemnity & Liability Company <b>38318</b>	
	<b>INSURER C:</b> Ategrity Specialty Insurance Company <b>16427</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MKLV5ENV101283	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SISIPCA08350418	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MKLV5EUL101317	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000003420	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXC LIAB-2ND LAYER		01-B-XL-P00000016-0	11/01/2018	11/01/2019	Per OCC/AGG 6,000,000
A	Pollution Liability*		MKLV5ENV101283	11/01/2018	11/01/2019	Per OCC 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*Pollution Liability - \$2,000,000 AGG Limit applies

CERTIFICATE HOLDER CAN BE NAMED AS ADDITIONAL INSURED PER MEGL1542 (04/11) & CG2037 (07/04) AND WAIVER OF SUBROGATION FOR BOTH G/L & W/C ARE AVAILABLE PER CG2404 (05/09) & WC040306 (04/84), AUTO ADDITIONAL INSURED APPLIES PER SICA1016 (02/12). \*30 DAYS NOTICE OF CANCELLATION APPLIES EXCEPT 10 DAYS NOTICE FOR NONPAYMENT.

## CERTIFICATE HOLDER

## CANCELLATION

\*\*EVIDENCE OF INSURANCE ONLY\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Canyon Springs Enterprises dba RSN Construction

DIR Registration Number: 1000002091

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Canyon Springs Enterprises dba RSN Construction

Signature 

Name Thomas Wppeng

Title President

Dated 10/15/19

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

## Contractor Information

**Legal Entity Name**  
CANYON SPRINGS ENTERPRISES  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000002091  
**Registration effective date**  
7/1/2019  
**Registration expiration date**  
6/30/2020  
**Mailing Address**  
3883 WENTWORTH DRIVE HEMET 92545 CA Un...  
**Physical Address**  
3883 WENTWORTH DRIVE HEMET 92545 CA Un...  
**Email Address**  
**Trade Name/DBA**  
RSH CONSTRUCTION  
**License Number(s)**  
CSLB:806747

## Registration History

Effective Date	Expiration Date
6/6/2018	6/30/2019
5/9/2017	6/30/2018
5/2/2016	6/30/2017
6/25/2015	6/30/2016
10/20/2014	6/30/2015
7/1/2019	6/30/2020

## Legal Entity Information

**Corporation Number:**  
C2359861  
**Federal Employment Identification Number:**  
**President Name:**  
ROBERT S HAMILTON  
**Vice President Name:**  
THOMAS P. UPPENA  
**Treasurer Name:**  
EDUARDO V. PERALTA  
**Secretary Name:**  
EDUARDO V. PERALTA  
**CEO Name:**  
ROBERT S HAMILTON  
  
**Agent of Service Name:**  
ROBERT S HAMILTON  
**Agent of Service Mailing Address:**  
3883 WENTWORTH DRIVE HEMET 92545 CA United States of America

## Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email
-----------------	----------	-----------	-----------

Insured by Carrier

Policy Holder Name: CANYON SPRINGS ENTERPRISES Insurance Carrier: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA Policy Number: 1000001891 Inception date: 10/31/2016 Expiration Date: 10/31/2019

**BID BOND**

The makers of this bond are, Canyon Springs Enterprises dba RSH Construction Services, as Principal, and Argonaut Insurance Company, as Surety and are held and firmly bound unto the Yuima Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated 10/15, 2019, for FOREBAY WATER BOOSTER FACILITY

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 1st day of October, 2019, the name and corporate seal of each corporation.

(Corporate Seal)

Canyon Springs Enterprises dba RSH Construction Services  
Contractor/Principal

By: [Signature]

Title: Thomas Uppena, President

(Corporate Seal)

Argonaut Insurance Company

Surety

By: [Signature] Attorney-in-Fact Arturo Ayala

(Attach Attorney-in-Fact Certificate)

Title: Attorney-in-Fact

The rate of premium on this bond is N/A per thousand.

The total amount of premium charges, \$ N/A.

(The above must be filled in by corporate attorney)

## Notary Acknowledgment

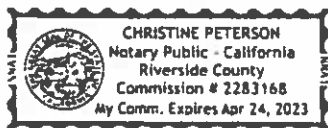
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF Riverside

On 10/15, 2019, before me, Christine Peterson, Notary Public, personally appeared Thomas Uppena, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Christine Peterson  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
  - Limited
  - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

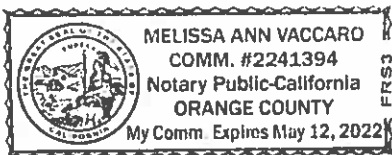
STATE OF CALIFORNIA  
 COUNTY OF Orange

On October 1st, 2019, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Arturo Ayala, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Melissa Ann Vaccaro  
 Signature of Notary Public Melissa Ann Vaccaro

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual  
 Corporate Officer

Title(s)

- Partner(s)       Limited  
                                   General
- Attorney-In-Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond

Title or Type of Document

Three (3)

Number of Pages

10/01/2019

Date of Document

\_\_\_\_\_  
 Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF BID BOND**

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Bond No. CSBA-11820

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Daniel Huckabay, Shaunna Rozelle Ostrom, Arturo Ayala, Frank Morones

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: \_\_\_\_\_

*Joshua C. Betz*

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Weeks*  
\_\_\_\_\_  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of October, 2019.



*James Bluzard*

James Bluzard, Vice President-Surety

**THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.**



**NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the President of Canyon Springs Enterprises dba RSN Construction, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is executed on 10/15/19 [date], at Hemet [City], CA [State].

Name of Bidder Canyon Springs Enterprises dba RSN Construction

Signature [Signature]

Name Thomas Uppena

Title President

Dated 10/15/19

**END OF NON-COLLUSION DECLARATION**

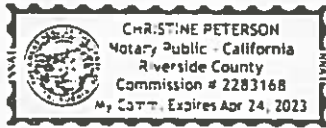
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }  
On 10/15/19 before me, Christine Peterson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas Oppen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christine Peterson  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**A. INFORMATION ABOUT BIDDER**

[\*\*Indicate not applicable ("N/A") where appropriate\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Canyon Springs Enterprises dba RSH Construction
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: PO Box 2810 Hemet CA 92546  
3883 Wentworth Dr Hemet CA 92545
  
- Facsimile Number: 951.925.1288
- Telephone Number: 951.925.2288 x235
- Email Address: Estimating@rshconstruction.com
  
- 4.0 How many years has Bidder's organization been in business as a Contractor? 27 years
- 5.0 How many years has Bidder's organization been in business under its present name? 17 years
- 5.1 Under what other or former names has Bidder's organization operated? RSH Construction
  
- 6.0 If Bidder's organization is a corporation, answer the following:
  - 6.1 Date of Incorporation: 1/17/2002
  - 6.2 State of Incorporation: California
  - 6.3 President's Name: Thomas Oppena
  - 6.4 Vice-President's Name(s): N/A
  
  - 6.5 Secretary's Name: Eduardo Peralta
  - 6.6 Treasurer's Name: Eduardo Peralta

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

Idaho, Oregon, Arizona, Washington, Texas

10.0 What type of work does the Bidder normally perform with its own forces?

Sewer, water, Storm Drain, Pipelines, Conduit, Grading, Concrete, well sites Storage Tanks, Lift Stations, Booster Pump Stations, Ladders

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

13.0 List References:

Name of Agency: Eastern Municipal Water District  
Agency Address and Telephone: 2270 Trumble  
Peñas CA  
Contact Person: Karl Roland 951-928-3777 x4442  
Type of  
Construction Project: Booster Pump Station + Pipeline

.....  
Name of Agency: City of San Bernardino Water Dept.  
Agency Address and Telephone: C/O Krieger + Stewart  
3602 University Ave Riverside CA 92501  
Contact Person: Pat Watson 951-684-6900  
Type of  
Construction Project: Seismic Upgrades Four Reservoirs

.....  
Name of Agency: The Metropolitan Water District of SoCal  
Agency Address and Telephone: 700 N. Alameda St.  
Los Angeles CA 90012  
Contact Person: Dave Schmutzer 909-392-5408  
Type of  
Construction Project: Seismic Upgrades, Tank Repairs

.....  
Name of Agency: Eastern Municipal Water District  
Agency Address and Telephone: 2270 Trumble  
Peñas CA  
Contact Person: Dustin Witter 951-928-3777  
Type of  
Construction Project: Recycle Water Pond Improvements

14.0 List Bank References (Bank and Branch Address):

Pacific Premier Bank

545 18<sup>th</sup> St.

Paso Robles CA 93446

15.0 Name of Bonding Company and Name and Address of Agent:

Aeronaot Insurance Co. % Commercial Surety Bond Agency

Dan Nuckabay

1411 N. Batavia St. III, Orange, CA. 92867

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**B. LIST OF CURRENT PROJECTS (Backlog)**

**[\*\*Duplicate page if needed for listing additional current projects\*\*]**

<b>Name of Agency</b>	<b>Agency Address &amp; Phone No.</b>	<b>Contact Person</b>	<b>Type of Construction Project</b>	<b>Contract Amount</b>	<b>Completion Date</b>
	<i>SEE Attached</i>				

**YUIMA MUNICIPAL WATER DISTRICT**

**FOREBAY WATER BOOSTER FACILITY**

**B. LIST OF CURRENT PROJECT (BACKLOG)**

NAME OF AGENCY	AGENCY ADDRESS & PHONE NO.	CONTACT PERSON	TYPE OF CONSTRUCTION PROJECT	CONTRACT AMOUNT	COMPLETION DATE
The Metropolitan Water District of So Cal	700 N. Alameda Street Los Angeles, CA 90012 909.392.5408	Dave Schulzer	Reservoir Tank Seismic Upgrades	\$2,591,576.00	11/19
The Metropolitan Water District of So Cal	701 N. Alameda Street Los Angeles, CA 90012 909.392.5408	Dave Schulzer	Potholing	\$3,950.00	11/19
City of San Bernardino Water Department	c/o Krieger & Stewart Engineering 3602 University Avenue Riverside Ca 92501 951.684.6900	Patrick Watson	Seismic Upgrades at Four Reservoirs	\$5,299,025.00	3/20
Eastern Municipal Water District	2270 Trumble Rd Perris CA 951.928.3777	Karl Roland	1 MG Steel Reservoir and Pipeline 100,000 Gallon Redwood Water Storage Tank	\$3,542,234.00	1/20
San Lorenzo Valley Water District	c/o MME 224 Walnut Ave Suite B Santa Cruz, CA 95060 831.426.3186	Tommy Munro	Replacement with Steel 530,000 Gallon Tank	\$1,874,652.00	11/19
Santiago Saddle Crest LLC	c/o Rutter Development 18012 Cowan Suite 200 Irvine CA 92614 949.863.1298	John Gass	Booster Pump Station Complete	\$1,238,574.00	2/20
Santiago Saddle Crest LLC	c/o Rutter Development 18012 Cowan Suite 200 Irvine CA 92614 949.863.1299	John Gass	Water Storage Tank Complete	\$698,623.00	2/20
City of Livermore	1052 South Livermore Ave Livermore CA 94550 925.960.8179	Yanming Zhang	Reservoir Replacement Complete	\$1,656,000.00	4/20
The Newhall Land and Farming Company c/o FivePoint Newhall Ranch	25124 Springfield Court Suite 300 Valencia, CA 91355 661.255.4092	Cynthia Raville	Water Storage Tank Complete & Pipeline	\$848,832.69	7/20
Eastern Municipal Water District	2270 Trumble Rd Perris CA 951.928.3777	Dustin Wetter	Existing Well Rehabilitation Installation of four Granular Activated Carbon Treatment Vessels	\$2,382,415.54	11/20
Brasada Homes Land LLC	55 Lake Ave Suite 600 Pasadena CA 91101 626.357.1200	Stan Stringfellow	Water Storage Reservoir Complete	\$535,248.00	1/20
Brasada Homes Land LLC	55 Lake Ave Suite 600 Pasadena CA 91101 626.357.1200	Carl Harder	Chemical Feed Building Complete Including Equipment	\$78,000.00	12/20
Lakeview Ranchos Mutual Water Company	c/o NVS 4925 Commerce Drive Ste. 120 Bakersfield CA 93309 858.385.2206	Steven Granados	Water Storage Tank Improvements	\$265,943.00	9/20
Coachella Valley Water District	75515 Hovley Lane East Palm Desert Ca 92211 760.398.2661	Mario Zamora	Water Storage Reservoir Rehabilitation	\$563,662.50	12/19
Forestar Toscana Development Company	4590 MacArthur Blvd Suite 600 Newport Beach CA 92660 949.748.6714	Gene Walker	Recycled Water Reservoirs Two Complete	\$1,448,039.00	1/20



**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

**[\*\*Duplicate page if needed for listing additional completed projects\*\*]**

Please include only those projects that are similar enough to demonstrate Bidder's ability to perform the required Work.

<b>Project Client</b>	<b>Description of Bidder's Work</b>	<b>Period of Performance</b>	<b>Cost of Bidder's Work</b>
	SEE Attached		

**YUIMA MUNICIPAL WATER DISTRICT**

**FOREBAY WATER BOOSTER FACILITY**

**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

<b>PROJECT CLIENT</b>	<b>DESCRIPTION OF BIDDER'S WORK</b>	<b>PERIOD OF PERFORMANCE</b>	<b>COST OF BIDDER'S WORK</b>
Tahoe Public Utility District	Water Storage Tank Replacment Complete	5/15/18-9/1/19	\$2,541,340.00
City of Cutler	Well #10 Rehabilitation	1/7/19-10/3/2019	\$380,301.00
Searless Valley Minerals	Concrete Foundation and Site Work	9/1/19-9/30/19	\$30,000.00
Eastern Municipal Water District	Booster Pump Station and Pipeline Complete	6/19/17-3/3/19	\$5,533,120.52
City of Southgate	Booster Pump Station and Pipeline Complete	2/15/16-1/8/17	\$10,560,229.00
Eastern Municipal Water District	Sewer Lift Station and Pipeline Complete	3/19/17-12/2/18	\$2,626,637.12
Eastern Municipal Water District	Deep Well Ponds Recovery	2/26/17-12/31/17	\$1,139,927.31
Eastern Municipal Water District	Deep Wells, Pumps, Ponds Complete	3/13/16-12/24/17	\$8,151,422.00
City of Buenaventura	Water Storage Tank Replacment Complete	3/25/18-3/28/19	\$579,493.00
Lake Berryessa Resort Improvement District	Water Storage Reservoir Replacements Complete	2/25/19-8/5/19	\$1,441,675.82
City of Oceanside	Reservoir Rehabilitation	3/12/17-8/18/19	\$5,677,826.00
Coachella Valley Water District	Groundwater Replenishment Facility Intake Improvements	3/11/18-10/31/18	\$2,265,000.00
State of California Department of Corrections	Potable Water Storage Tank and Pipeline Complete	12/17/17-1/11/19	\$1,175,200.00
Helix Water District	Water Storage Tank Rehabilitation	9/10/17-2/11/18	\$926,500.00
Sycuan Band of the Kumeyaay Nation	Water Storage Tank Complete and Pipeline	4/16/18-10/29/18	\$1,168,116.00

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision, or engineering capacity.

1. List each person's job title, name, and percent of time to be allocated to this project:

Stephen Boags 100% Foreman

Travis Ginter 30% Superintendent

Richard Lawrence 100% Project Manager

Melissa Acham-Wallace 100% Project Manager

2. Summarize each person's specialized education:

SEE ATTACHED

3. List each person's years of construction experience relevant to the project:

SEE ATTACHED

4. Summarize such experience:

SEE ATTACHED

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

# Stephen Bogs

27903 Tate Road, Sun City, Ca 92585

Cell: 951.453.8590

Email: a1bogsboy@gmail.com

## Objective

Utilize my experience and skills within the industry to create a positive, profitable and successful working relationship promoting a content and satisfying life.

## Experience

### **RSH Construction**

3883 Wentworth Dr., Hemet, Ca 92545

**Super Intendent:** 2017 – Present Responsible for constructing and rehabilitating new and existing water tanks. Reviewed plans to formulate a successful schedule for project. Reviewed submittals for accuracy and unerring completion to minimize A&E review process. Created MOP's for job specific tasks that needed clear precise planning, typically coordination between owner and contractor crews. Responsible for creating and maintaining BMP's within the SWPP plan. Auditing site for any potential hazards, preventing, identifying and fixing as they come up. Directed in house crews to successful completion of tank and building foundations, CIP vaults/structures, water lines (CMLC and C900), SD lines and structures, Civil and structural work. Ability to operate most machinery well (excavators, loaders, skidster, skip loader, Pettibone, boom lift). Reporting and completing look aheads, Field/ Daily reports, Extra work tickets, Estimating PCO's, Equipment audits, Conducting daily and weekly safety meetings, etc...

### **Vantage Company**

1643 W. Orange Grove Avenue, Orange, Ca 92868

**Project Manager:** 2016 -2017 Responsible for all telecom construction for San Diego County. Dissected plans and scope to send out to sub-contractors for pricing. Organized and coordinated subs and in house crews to accommodate strict, aggressive schedules. Other responsibilities; customer relations, reporting of job conditions and status, competent person for all parties on construction sites, change orders, management of employees, responsible for multiple small jobs (typically 2-6) at all times varying from 650-175K.

## **Caltower Communications**

San Marcos, Ca

Co-owner: 2014 – 2016 - Responsible for all entities of the job. Estimating, ordering of materials, management of crews, invoicing and billing, customer relations, troubleshooting, Precons, closeout packages, training and quality control.

## **Echo Pacific**

Escondido, Ca

Superintendent: 2013 - Completed TI's and remodels. Redrafted and completed construction drawings to satisfy owner's needs. Coordinated with engineers and Cities to obtain permits. Located and contracted sub-contractors. Created budgets and schedules. Managed all subs to successfully complete multiple sites

## **Flemming Communities**

Escondido, Ca

Superintendent: 2013-2014 - Remodeled small community for investor. Assessed all issues with existing dwellings, budget engineered all costs associated with fixes. Located, fixed and completed all underground utilities, installed streets, designed and drafted all hardscapes, contracted and managed all subs, tracked and managed all costs associated with construction.

## **Edge Development Inc.**

Temecula Ca.

Concrete superintendent: 2006-2008 – Managed up to 25 men on various projects dealing with structural concrete. Coordinated with other General contractors and subs to successfully meet dates and budgets.

Assistant to President of concrete division: 2008-2009 - Attended precon walks, created schedules, performed shop drawings for all scope of work. Assisted other leaders when behind on jobs to become more efficient and regain composure of job.

Assistant Superintendent: 2009-2011- Worked behind numerous Supers to help all needs required by the job.

Superintendent: 2011-2012 - Orchestrated Multiple jobs in the public works market. Coordinated and scheduled subs. Reviewed, delegated, created and distributed addendums, bulletins and RFI's as pertained to scope to specific trades. Reviewed and approved submittals and shop drawings. Reviewed and updated schedule of values with subs and owners. Identified and negotiated change orders between subs and owners.

## **In Hardrock Masonry**

Canyon Lake, Ca

Owner: 1999-2006 – Owned and operated a successful small company for seven years. Built block buildings for pump stations, Hardscapes for multiple home owners (block walls, outdoor/indoor fireplaces, concrete, fountains and veneers for homes).

### **Randy Bogs Masonry**

31219 Pleasant Valley Road, Menifee, Ca

Laborer and lead man: 1994-1995 - learned and obtained skills in the masonry trade. Operated equipment; skidster, backhoe, excavator, petti bone and aerial lifts.

Foreman: 1995-1996 - Managed crews for family business: read and understood plans, material take offs and ordering, scheduling of man power and equipment, successfully led crew to meet budget and time frames.

Project Manager/Estimator: 1996-1999 – Managed all jobs for company: Responsible for all new hires and layoffs for all employees, sales, estimating, client relations, troubleshooting and scheduling.

## **Skills**

- Great people skills... Successful with others in resolving issues and conflicts in a clear professional manner

- Knowledge and understanding of multiple trades... Ability to understand plans and scope to successfully coordinate and execute a working flow of construction amongst subs.
- Ability to properly identify issues both in the field as well as in pre reviewal process of plans
- Computer skills... Outlook, Word, Adobe Pro, Excel, Autocad.
- Safe work practices... Monitor all trades in that they are operating in safe a manner to ensure a maximum safe work environment for all parties on site.
- Equipment operating skills... Ability to operate many forms of machinery if needed especially in emergency scenarios.
- Execution and sustainment of BMP's.
- Positive attitude and eagerness to better self... Very open minded to different ideas and practices in hopes to always complete jobs as efficiently as possible.

### **Education**

- Certified in 2D and 3D Autocad drafting – Autocad institute, online schooling
- High school diploma 1994 – Murrieta Valley High School
- 2 years of night school at Palomar Community College – Mostly Fire science classes and general Ed, I was a Reserve fire fighter for Murrieta fire department.
- High school diploma 1994 – Murrieta Valley High School

### **References**

- Tony Watterson – General Manager of Vantage Company 562.343.0682
- Steve Prophet – Co-owner of Edge Development Inc. 760.468.7063
- Chris Rowe – Owner of Echo Pacific 619.520.8437

# TRAVIS D. GINTER

41554 Chenin Blanc  
Temecula, CA 92591

951-201-3885  
[drtrrx@gmail.com](mailto:drtrrx@gmail.com)

**Profile** Mechanically inclined Superintendent with exceptional knowledge, retention, and problem solving abilities. Able to see the big picture. Excellent communication and decision making skills, with aptitude to troubleshoot and plan. Team player who can relate to all levels and implement company processes.

## Qualifications

- Proficient at interpreting plans and specifications
- 4 Years of supervisory experience with up to 10 man crew
- OSHA 30 Certified

**Employment** **RSH Construction- Hemet, CA** Jan 2013 - Present

***Superintendent*** Sept 2016 - Present

Eastern Municipal Water District - Audie Murphy Sewage Lift Station  
City of Southgate - Elizabeth Reservoir Tank and Booster Station

***Foreman*** Feb 2015 - Sept 2016

Eastern Municipal Water District - County Water Pipeline and Booster Station  
Eastern Municipal Water District - Letterman Booster Station  
City of San Clemente - Reservoir and Pipeline

***Lead for Pipeline Crew*** June 2014 - Feb 2015  
***Journeyman Pipe Layer*** Jan 2013 - June 2014

**K&N Engineering- Riverside, CA**

***Product Coordinator/Manager*** Jun 2010 - Jan 2013

Ensure all product applications were correct. Mechanically fit-check all vehicles for fitment. Manage the concept and design process of new filters. Explore new applications for products and develop relationships to continue fitment partnerships. Read plans and schematics for new concept designs. Troubleshoot issues with mold design and materials.

**Malcolm Smith Motorsports- Riverside, CA**

***Sr. Service Advisor*** Aug 2006 - Jan 2010

Recruited to join Malcolm Smith as a service advisor in 2006. Promoted to Sr. Service Advisor in 2008. Oversaw all service advisors and scheduling. Coordinated warranty repair and vendor relationships. Troubleshoot mechanical issues. Customized and designed specialty customer builds. Team mechanic for Malcolm Smith/ Norco Tires Endurance Racing Team.



**Hahm Motorsports- Anaheim, CA**

***Asst. Marine Sales Manager***

**Aug 2004 - Aug 2006**

Initially joined Hahm as motorcycle salesman in 2004. Promoted to Asst. Marine Manager and managed the Hahm Newport Beach Boat location. Ordered new boats for inventory, verified specifications, engine performance. Attended trade shows (including SEMA), and major motor sport and power sport conventions.

**Education**

**Riverside Community College (Attended for 2 Years)**

Obtained Course Certificates in Computer Science

**Richard M. Lawrence**  
34900 Lyn Avenue, Hemet, CA 92545  
Cell (206) 734-8046 email: southwestdolphin@yahoo.com

## **SUMMARY**

30 years of solid estimating and project management with advanced skills in civil, structural, and mechanical applications. Twelve years of in-depth estimating experience with design-build and intricate civil applications for various critical infrastructure projects including buildings, water - wastewater, transmission lines and substations.

## **QUALIFICATIONS**

- Demonstrated knowledge of all aspects of construction management. Proficient in various software, including PlanSwift, Bid-2-Win, Heavy Bid estimating, and Hard Dollar, Primavera scheduling, Auto Desk Constructware, and Microsoft Office Products.
- Ability to evaluate manpower skills and maintain optimum skill mix to meet and/or exceed construction schedule demands. Leadership evidenced by work crew loyalty and willingness to overcome continuous obstacles.
- Awarded for outstanding safety record on past projects. Exceeded goals and recognized for safety leadership.

## **WORK HISTORY**

**Sr. Project Manager Estimator** **2019 – present**  
*RSH Construction (Union) – Hemet, CA*

Estimate and manage multiple water/wastewater projects located in the So Cal area to the San Francisco Bay area with the emphasis on welded steel reservoir installations for potable water systems for public and private customers.

**Sr. Project Manager Estimator, Wet Utilities** **2017 - 2019**  
*Murrieta Development Construction Inc. (Non-Union) - Temecula, CA*

Estimating and managing multiple wet utility (water, sewer, storm) projects, ranging from \$100K to \$5M. Primarily commercial projects, with occasional residential (smaller) projects; majority of work is negotiated.

**Sr. Project Manager Estimator** **2013 - 2017**  
*RSH Construction (Union) – Hemet, CA*

Estimate and manage multiple water/wastewater projects. Completions include (not limited to) \$3.25 million City of San Clemente, CA Recycled Water System Expansion; \$1 million San Bernardino Municipal Water District (Rialto, CA) Baseline Feeder Flow Project; \$4 million City of Riverside, CA Linden Reservoir Roof Replacement; \$4 million Eastern Municipal Water District (Moreno Valley, CA) Letterman Booster Pump Station; \$1.5 million Eastern Water Municipal District (Menifee, CA) County Water Consolidation Project; \$500,000 Lake Elsinore Valley Municipal Water District Sewer Lift Station; \$4 million Maywood Mutual Water District #1 (Huntington Park, CA) Manganese Filtration System.

Richard M. Lawrence - Resume

**Project Manager Estimator**

**2011 - 2013**

*Doty Bros. Construction (Union) - Norwalk, CA*

Estimated and managed \$3.8 million construction of a welded steel reservoir and pump station project for East Valley Water District in Highland, CA. Completed \$2 million construction of a pump station for Yucaipa Valley Water District CA in Yucaipa, CA

**Project Manager Estimator**

**2007 - 2011**

*Brutoco Engineering & Construction (Union) - Fontana, CA*

Managed \$9.7 million construction of desalination project for West Basin Municipal Water District, Redondo Beach, CA. Completed construction of 22,000-sq. ft. Operations & Maintenance Building for Metropolitan Water District in La Verne, CA (\$9.4 million). Both projects were injury/incident free. Between projects, estimate mechanical and structural projects using Bid-2-Win software; three recent successful low bids include pump-lift station for City of Fontana, CA (\$3.4 million), effluent filter replacements for Tillman Waste Water Treatment Plant, City of Los Angeles (\$5.5 million), and desalinization treatment plant for West Basin Municipal Water District, Redondo Beach, CA (\$8.7 million).

**Mechanical Superintendent**

**2006 - 2007**

*Shimmick Construction Company (Union) - Winchester, CA*

Managed mechanical and piping at the Robert A. Skinner Treatment Plant Oxidation Retrofit Program and Washwater Reclamation Plant No. 3 project for the Metropolitan Water District of Southern California. Project estimated at \$190 million.

**Project Manager Estimator**

**2004 - 2006**

*Foushee & Associates (Union) and JMS Corporation - Seattle, WA*

Estimated, managed manpower and subcontractors for tenant improvements in a 100,000 sq ft office buildings and garage. Fast-tracked projects with complicated engineering designs.

**Heavy Lift and Yard Project Manager**

**2002 - 2004**

*Manson Construction Company (Union) - Seattle, WA*

Managed construction and maintenance manpower for marine construction equipment, heavy lifts for private parties involving loads from 30 to 250 short tons using five floating cranes.

**EDUCATION**

City University -- Certificate in Project Management  
AGC Project Mgmt Course (60 hours)  
OSHA 10-Hour and Competent Person Trench/ Excavation  
Carpenter Apprenticeship

*More work history and references available upon request.*

## **Melissa Acham-Wallace**

**Email: [achamwallace@hotmail.com](mailto:achamwallace@hotmail.com)**

**1454 Fulbright Ave, Redlands, CA 92373  
Phone: 909-254-1659**

**OBJECTIVE:** Obtain a management position in business, program controls, or construction.

**PROFILE:**

- 12 years of experience in program management for national and regional firms
- Capable of managing multiple projects simultaneously and exceeding profit projections
- Managed programs with budgets ranging from \$1M- \$20M of company revenue
- Experienced in overseeing project teams, vendors, and contractors
- Overseen value added, quality control, accounting, scheduling, and monthly reports
- Completed Engineering in Training Exam (EIT), 1999

**EDUCATION: Masters of Business Administration**  
Texas A&M, Commerce, Texas, 2013

**Bachelor of Architectural Engineering**  
Pennsylvania State University, State College, Pennsylvania, 2000

**EXPERIENCE:**

- Developed and awarded business contracts for private and public sector clients
- Established and managed budget projections and schedules for monthly reports
- Chaired client and team meetings to status and achieve program milestones
- Mitigated and negotiated client contract and design modifications
- Provided quality control and value engineering to increase client's cost savings
- Developed document controls, schedules, and organizational procedures
- Processed pay applications and tracked expense and revenue streams
- Facilitated client training and service warranties for project turnover
- Tracked financial projections to maximize performance and meet targeted deadlines

**EMPLOYMENT:**

**Senior Project Manager - RSH Construction, Hemet, CA** 2017 - Present

- Providing construction management services for multiple private and public civil and water distribution projects totaling \$20M in contracts for Riverside and San Diego Counties.

**Project Manager - Vanir Construction, San Bernardino, CA** 2017 - 2017

- CMAA 2018 Project Achievement Award for North Park Elementary School Renovation, San Bernardino, CA. Provided program and construction management services for public sector clients within Riverside and San Bernardino counties.

**Project Manager - BRJ & Associates, Pasadena, CA** 2015 - 2017

- Provided program management services for a \$10M educational facility renovation for San Bernardino Community College District at Crafton Hills College in Yucaipa, CA.

**Project Manager - RSH Construction, Hemet, CA** 2014 - 2015

- Provided construction management services for multiple private and public civil and water distribution projects totaling \$15M in contracts for Ventura and Orange Counties.

**Assistant Project Manager - C.W. Driver, CA** 2007 - 2008

- Provided contract and cost negotiation services for a \$30M police department facility for the city of Montclair, CA.

**Project Engineer - Gilbane Building Co., Laurel, MD** 2000 - 2006

- Provided construction management services for multiple new and renovated facilities ranging from \$10M to \$175M in contracts in Baltimore and Washington D.C.

**COMPUTER: SKILLS** Microsoft Office (Excel/ Word/ Power Point), Primavera 6, Prolog Web, and Foundation

*Reference available upon request*

**Additional Bidder's Statements:**

If the Bidder feels that there is additional information that has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

\_\_\_\_\_  
\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the state of California that the foregoing information is true and correct:

Name of Bidder Canyon Springs Enterprises dba RSI Construction

Signature 

Name Thoma Upena

Title President

Dated 10/15/19

**END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM**

### LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the state of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the Work that will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below-requested information.

If no subcontractor is specified, for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Name of Subcontractor	Location of Business	Work to be done by Subcontractor	CSLB License Number	DIR Registration Number	% of the Work
Nardy & Narpe Inc.	1312 E. Warner Ave Santa Ana CA 92705	Painting, Curb and Gutter	215952	10000000716	3.1%
National Coating & Lining Co.	26713 Madison Ave MURRIETA CA. 92562	Painting and Coatings	886430	1000013795	5.1%
JT Roofing	201 Spruce St. Riverside CA. 92507	Tile Roofing	409528	1000001581	.3%
C M C Rebar West	3800 Murphy Canyon Road Suite 100 San Diego CA 92123	Concrete Reinforcement	1047397	1000062653	5.1%

Name of Subcontractor	Location of Business	Work to be done by Subcontractor	CSLB License Number	DIR Registration Number	% of the Work
SNOOK Building Systems Inc.	127 Business Center Dr. Suite B Corona CA 92880	Metal Canopy	283001	1000014167	2.2%
The Patterson Co. Masonry	PO Box 4150 Orange CA. 92863	Masonry	398409	1000004398	1.2%
HW Mechanical Inc.	1941 Donker Place Escondido CA.	HVAC	1002804	1000029303	1.6%
Baker ELC	1289 Pacific Oaks Pl Escondido CA 92029	Electrical	1161754	1000000466	26.5%



Name of Subcontractor	Location of Business	Work to be done by Subcontractor	CSLB License Number	DIR Registration Number	% of the Work

Name of Bidder Canyon Springs Enterprises dba RSH Construction

Signature 

Name Thomas Uppena

Title President

Date 10/15/19

**END OF LIST OF SUBCONTRACTORS FORM**



**CANYON SPRINGES ENTERPRISES  
DBA RSH CONSTRUCTION**  
License No.: 806747

3883 WENTWORTH DRIVE  
HEMET, CA 92545  
Phone: (951) 925-2288  
Fax: (951) 925-1288

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## CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Eduardo V. Peralta, do hereby certify that I am the duly-elected and acting Secretary/Treasurer of Canyon Springs Enterprises dba RSH Construction, a California Corporation, and that as such officer, I am duly authorized to make this certification on behalf of the corporation.

I further certify that by consent in lieu of a meeting dated May 18, 2019, as authorized by California law, the Board of Directors of said corporation adopted the following resolution in accordance with the By Laws of said corporation.

“RESOLVED, that any Canyon Springs Enterprises dba RSH Construction, Business Development Manager or Manager of Sales heretofore or hereafter employed in that capacity by Canyon Springs Enterprises dba RSH Construction, or any other person as may from time to time be designated by the President of is authorized to make bids, prepare quotations and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to execute other documents required in connection therewith, on behalf of Canyon Springs Enterprises dba RSH Construction.”

I further certify that the foregoing resolution is in full force and effect that I (Eduardo V. Peralta), Thomas P. Uppena and Robert S. Hamilton are duly designated and authorized Business Development Managers and have the authority to act on behalf of Canyon Springs Enterprises dba RSH Construction.

This certificate shall remain in full force and effect unless and until written notice of revocation has been received by the person relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Canyon Springs Enterprises dba RSH Construction, April 3, 2019.

Eduardo V. Peralta, Secretary/Treasurer  
Canyon Springs Enterprises dba RSH Construction

## Bid Results

FOREBAY WATER BOOSTER FACILITY					
BID SCHEDULE					
No.	Item	Canyon Spring	Pacific Hydrotech	TC Construction	Stanek
		Total Price, \$	Total Price, \$	Total Price, \$	Total Price, \$
1	Mobilization, bonds, schedule of values, project schedule.	150,000	193,200	230,000	200,000
2	Demolition of existing reservoir, foundation, and appurtenances, including removal, hauling, disposal, and protection of existing facilities in accordance with the Contract Documents.	45,000	57,400	120,000	600,000
3	Demolition of existing piping and equipment, including removal, hauling, disposal, abandonment in place, and protection of existing facilities in accordance with the Contract Documents.	20,000	40,500	64,000	80,000
4	Yard piping, valves, and appurtenances, complete and in place including testing in accordance with the Contract Documents.	350,000	478,200	900,000	750,000
5	Rough grading and precise grading including import/export, moisture conditioning, compaction, and cleanup in accordance with the Contract Documents.	90,000	137,400	200,000	350,000
6	Precise paving and surface improvements including curb, AC paving, ribbon gutters, sawcut and removal of asphalt in accordance with the Contract Documents.	140,000	96,300	140,000	150,000
7	Construction sequencing requirements, including temporary piping, scheduled shutdowns, and connections to existing facilities in accordance with the Contract Documents.	5,000	34,000	12,000	30,000
8	Cast-in-place concrete forebay storage tank, including coating, stairs, ladder, hand rails, slide gate, and all appurtenances in accordance with the Contract Documents.	598,000	937,400	850,000	900,000
9	Installation of Owner supplied pumps in accordance with the Contract Documents.	20,000	8,700	8,500	15,000
10	Pump station mechanical piping, valves, appurtenances, and all miscellaneous items in accordance with the Contract Documents.	395,000	450,400	410,000	500,000
11	Install shade structure, hatches, anchors, and all appurtenances in accordance with Contract Documents.	70,000	99,000	140,000	90,000
12	Electrical/Control building, including HVAC improvements, in accordance with the Contract Documents.	542,000	294,900	655,000	285,000
13	Building electrical, including installation of Owner Furnished ATS/Switchgear and all other panels, conduit, wiring, and lighting in accordance with Contract Documents.	210,000	387,500	20,000	100,000
14	SDG&E main service feed in accordance with Contract Documents.	130,000	143,400	40,000	75,000
15	Site electrical and field mounted instruments, including all conduit, wiring, and miscellaneous items in accordance with Contract Documents. This item is not to include conduit and wiring for the diesel generator which is to be included in Bid Item No. 16.	362,000	315,100	100,000	100,000
16	Installation of Owner Supplied diesel engine generator, including concrete foundation, conduits, and wiring in accordance with Contract Documents.	18,000	55,200	52,000	25,000
17	Install 4" Anti-Surge Air Release Valves on Offsite 20" Transmission Line.	42,500	98,500	110,000	70,000
18	Overall project testing, cleanup, and final closeout in accordance with the Contract Documents.	7,500	35,200	120,000	50,000
<b>TOTAL</b>		<b>3,195,000</b>	<b>3,862,300</b>	<b>4,171,500</b>	<b>4,370,000</b>

**TOTAL ESTIMATED PROJECT COSTS AS OF 10/28/2019**

	<b>Description</b>	<b>Estimated Cost</b>
1	Mobilization, bonds, schedule of values, project Schedule	\$150,000
2	Demolition of existing reservoir, foundation, and appurtenances, including removal, hauling, disposal, and protection of existing facilities in accordance with contract documents	\$45,000
3	Demolition of existing piping and equipment, including removal, hauling, disposal, abandonment in place, and protection of existing facilities in accordance with contract documents	\$20,000
4	Rough Grading and precise grading including import/export, moisture conditioning, compaction, and cleanup in accordance with the Contract documents	\$90,000
5	Precise paving and surface improvements including curb, AC paving, ribbon gutters, sawcut and removal of asphalt in accordance with the Contract documents	\$140,000
6	Construction sequencing requirements, including temporary piping scheduled shutdowns, and connections to existing facilities in accordance with Contracts Documents	\$5,000
7	Four Vertical Pumps	\$580,984
8	Pump Installation	\$20,000
9	Cast-in-Place Concrete Forebay	\$598,000
10	Yard Piping, valves, and appurtenances, complete and in place including testing in accordance with contract documents	\$350,000
11	Pump station mechanical piping, valves and appurtenances, and all miscellaneous items in accordance with Contract Documents	\$395,000
12	Install Shade Structure, hatches, anchors, and all appurtenances in accordance with Contract Documents	\$70,000
13	Electrical Control Building	\$542,000
14	Building Electrical, including installation of owner furnished ATS/Switchgear and including VFD's and all other panels, conduit, wiring, and lighting in accordance with Contract documents	\$210,000
15	ATS / Switchgear	\$73,857
16	SDG&E Main Service	\$130,000
17	Site electrical and field mounted instruments, including all conduit, wiring and miscellaneous items in accordance with Contract documents. This item is not to include conduit and wiring for the diesel generator which is to be included in bid item # 16	\$362,000
18	Diesel Generator	\$320,000
19	Installation of owner provided Generator	\$18,000
20	Installation of 4' Anti-Surge Air Release Valves on offsite 20" Transmission line	\$42,500
21	SCADA Instrumentation and Controls	\$80,000
22	Overall project testing, cleanup, and final closeout in accordance with Contract documents	\$7,500
23	Engineering and Design	\$219,000
24	Plans & Specs and Bidding Management	\$30,000
25	Inspection and Inspection Management (Dexter-Wilson)	\$128,400

**TOTAL ESTIMATED PROJECT COSTS AS OF 10/28/2019**

26	Construction Management Contract	<u>\$315,800</u>
	<b>Total Estimated Cost of Forebay Pump Station Rehab</b>	<b>\$4,943,041</b>

*Items 7, 15, 23 & 24 are actual Costs that the District has already incurred*



**October 28, 2019**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh, Assistant General Manager**

**SUBJECT: Forebay Pump Station Construction Management Contract  
and Inspection Services Management Contract**

**PURPOSE:** To provide the Board with information on the Forebay Pump Station construction processes and compliance requirements.

**SUMMARY:** As part of the construction process certain project coordination, administration and post construction tasks must be accomplished to ensure the very tight construction schedule is met. The construction site must be inspected daily to ensure OSHA safety standards are met as well as coordination of contractors to establish protocols and communication requirements, processing of material submittals, construction payment requests and payroll reporting to the Department of Industrial Relations must be met.

Additionally, the coordination and management of all legally required construction processes including, but not limited to, Geotechnical observation, inspection of grading, backfill, soil compaction and testing, concrete inspection, and preparation of As-Built drawings will be necessary.

These processes and services require time that is currently unavailable to Staff, not within the purview of Staff and must be conducted by qualified professionals. The use of these professionals brings the added benefit of transferring liability risks to the professionals rather than the District.

Please see the attached proposal from TKE Engineering for performance of construction management tasks and a contract amendment proposal from Dexter-Wilson to perform all inspection related coordination and management during construction.

**RECOMMENDATIONS:** In order to ensure that the construction schedule is met while observing OSHA safety regulations and other regulations and to ensure that the final result of the construction project is of the highest quality, meeting all required construction parameters; Staff recommends that the Board approve the contracts with TKE Engineering, Inc. and Dexter-Wilson Engineering to perform the tasks outlined each of their perspective proposals.

**SUBMITTED BY:**



**Amy Reeh**  
**Assistant General Manager**



October 7, 2019

Mr. Richard Williamson, General Manager  
**YUIMA MUNICIPAL WATER DISTRICT**  
34928 Valley Center Road  
Pauma Valley, CA 92061-0177

**Subject: Proposal for the Forebay Pump Station - Addendum to Provide Construction Management and Inspection Services**

Dear Mr. Williamson:

Thank you for the opportunity to submit a proposal to provide professional engineering services to Yuima Municipal Water District (YMWD) for construction management and inspection services for the Forebay Pump Station Improvements Project. Enclosed herein is a comprehensive proposal depicting TKE Engineering, Inc. (TKE's) scope of services and fee to provide the requested services for the construction of the Forebay Pump Station project.

### **SCOPE OF SERVICES**

Construction services include project coordination, material submittal review, pre-construction conference coordination, construction administration, construction surveying, construction inspection and post construction services. Construction services, each are discussed in the following paragraphs:

#### ***Task No. 1 – Project Coordination***

TKE will coordinate the project team, including the YMWD staff, inspector, geotechnical engineers, materials testing, construction surveyor and other agency staffs by advising of project schedule and specific project requirements. All conferences will be documented, and documents will be provided to YMWD.

#### ***Task No. 2 – Material Submittal Review***

TKE will review all project submittals. Each submittal shall be reviewed with the YMWD staff and/or Dexter Wilson Engineering, Inc. (DWE) as required to verify compliance. Submittals would include:

- A. Construction Schedule
- B. Site Accessibility/Traffic Control and Safety Plans
- C. Erosion Control/BMP's
- D. Shoring
- E. Fencing
- F. Asphalt Pavement
- G. Aggregate Base
- H. Portland Cement Concrete
- I. Rebar
- J. Architectural (Building, Doors, Foundations, Roofing, etc.)



- K. Mechanical (Booster Pumps, Motors, HVAC, Generator, etc.)
- L. Electrical (Conduit, Wiring, Lighting, Control Panels, Instrumentation, Transformer, Switch Gear, SCADA, etc.)
- M. Pipeline Materials (e.g. pipe, fittings, bedding, etc.)
- N. Emergency contact list (names & numbers of emergency response personnel)

We will maintain a project log for the project and it will include descriptions of submittals, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to YMWD, DWE, and project contractor. Submittals will be returned within the time frame specified by the contract documents. The construction schedule will be a critical document. It will be reviewed to verify compliance with the contract documents and will be reviewed bi-weekly to ensure construction is proceeding efficiently.

TKE will provide YMWD a bi-weekly memorandum on submittal review progress.

### ***Task No. 3 – Pre-Construction Conference***

A preconstruction conference will be held. The conference will be attended by YMWD staff, TKE's Construction Manager and Construction Inspector, DWE as the Engineer of Record, Geotechnical Engineer (AGS), Construction Surveyor (Hunsaker and Associates), Electrical/Instrumentation (Rockwell Construction Services), the Contractor, together with YMWD representatives, and representatives of potentially affected utilities and/or property owners. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, and procedures for contract submittals, contract administration, job-site access and delivery, and coordination with others. We will document the meeting and distribute meeting minutes to all appropriate parties.

### ***Task No. 4 – Construction Administration***

Prior to beginning construction and throughout the course of construction, we will meet with YMWD staff. We will prepare agendas and minutes for each meeting and will respond to questions as required. During construction, the Construction Manager will coordinate all construction activities with YMWD staff, the construction inspector, the quality assurance professionals, materials testing subconsultants, other agencies and utility companies and project surveyors. In addition, the Construction Manager will visit the job site weekly to observe the project progress, implementation of traffic control and construction safety. He will document any observed deviations from the safety plans and he will advise the construction contractor, as appropriate, for resolution of observed safety deficiencies. In addition, our Construction Manager will conduct bi-weekly meetings with the construction contractor to ensure construction is progressing efficiently. We will prepare agendas and minutes for each, and refer to uncompleted business at each meeting. Also, should incidents or issues arise, contractor will be required to submit reports regarding each. TKE will coordinate any utility relocation requirements for the project.

Throughout the course of construction, our Construction Manager will respond to complaints from the public. We will advise staff of complaints and appropriate resolution. In addition, he will review the construction progress and compare it to the approved project schedules and advise YMWD staff of compliance or deficiencies.

He will review and respond to RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents in order to ensure that the improvements are constructed in compliance with the construction documents. We will provide said responses as required to minimize delays in construction. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.

Our contract administration activities will include progress reviews to ensure that the project is proceeding according to requirements and schedule, weekly progress review meetings with YMWD staff, contractor, and any affected agencies, review of contract change order requests, and payment requests and related services. Payment requests and record keeping will include all correspondence, transmittals, drawings, technical manuals, reports, etc. (both hard copy and electronic formats) related to pre-construction, construction and post-construction phases of each construction contract. The documents will be kept at both our office, and YMWD. Our filing system will be reviewed with YMWD staff in order that they will be able to access documents as required.

Project progress and any changes during construction will be noted on a set of the project's contract documents maintained in our office. If a problem occurs requiring a YMWD decision, we will consult with YMWD staff. The Construction Manager will attempt to resolve complaints, concerns, and questions from residents and other affected agencies.

Through e-mail, telephone conferences, and regular meetings, the Construction Manager will keep the YMWD staff informed of project progress, problems that have occurred during construction, and any changes in work. Whenever possible, we will review required changes with YMWD staff prior to making same.

Each month, we will review the construction payment requests submitted by the contractor for work completed and the construction schedule. In addition, we will verify that certified payroll has been submitted. We will review the work completed and payment requests (forms provided by YMWD) to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and send it to YMWD staff for approval and payment. We will also submit a monthly status report with each payment request that will advise YMWD of compliance with the project schedule. If the contractor begins to fall behind the schedule, we will request corrective action. In accordance with contract documents, contractor's monthly updates of the project schedule will be reviewed.

If change conditions occur, we will negotiate with contractors to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. The YMWD will be included in all negotiation requiring a contract amount increase. If we fail to reach an agreement and the work must continue, we will direct the contractor to complete the work. We will request that the Construction Inspector document the labor, materials and equipment used for the extra work for use in future negotiations.

We will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the contractor, we will review it with YMWD staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor

involved; we will review same with YMWD staff and receive YMWD approval prior to preparing and processing the contract change order. Change orders will be prepared on standard forms. Change Orders will be summarized in a log for review at our weekly meetings.

Any press inquiries of the project will be referred to YMWD staff.

We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

In addition, we will maintain documents and records utilizing TKE's digital filing system at the job sites. We will ensure that contractor(s) are submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as necessary for a complete and successful project.

Construction surveying services for project construction staking is not included in TKE's proposal and will be provided under a separate contract.

***Task No. 5 – Construction Inspection***

TKE will provide full time construction inspection for the duration of the project. Our construction inspector will provide daily construction inspection to verify that the project is progressing in compliance with the plans and requirements. He will regularly discuss construction anticipated construction activities to ensure quality compliance and surveying is scheduled as needed to ensure the project is proceeding efficiently. We will require strict compliance with requirements for all construction activities. All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP and public safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented and YMWD will be advised. In addition, he will verify that construction is proceeding in accordance with contract document requirements. All special inspections related to welding, structural, and tank coatings will be witnessed and documented by an appropriately certified inspector in the required field. A list of special inspections is provided in the construction drawings on Sheets S-1.2 and S-1.3.

All system service interruptions, connections and abandonments will be coordinated with YMWD staff. In addition, TKE will verify all quality testing for the project.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present, weather conditions, and construction progress. All project documentation will be completed on YMWD standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

Inspection services for materials testing and compaction services is not included in TKE's proposal and will be provided under a separate contract.

**Task No. 6 – Post Construction**

TKE will establish punch-lists for project completion, deliver maintenance bonds and/or manufacturer warranties, review start-up and testing, insure that all items are satisfactorily completed and properly communicating with existing equipment and we will perform any post-completion project analysis and reporting necessary and as required.

Through the course of construction, the Construction Manager will document changes on a set of record drawings. Once the project has been completed, TKE will prepare record drawings and provide them to YMWD. They will be signed and stamped by the construction manager and will reflect the improvements as constructed. Said record drawings will be based on data furnished by the public agencies, the contractor, and our weekly field reports.

We will forward copies of all records in digital format and we will prepare a summary of construction changes, final cost, and schedule revisions. In addition, TKE will provide a final narrative summary report documenting construction activities.

In accordance with the project specifications the estimated construction period of three months should be adequate to complete the lift station construction.

**FEE**

TKE Engineering, Inc. will provide the services described in our proposal for \$315,800.00. Our fee amount is shown on the attached fee breakdown table. Our fee is a "not-to-exceed" fee amount and we will not provide added services without prior YMWD approval. Fees for construction engineering services would be provided in accordance with our attached Rate Schedule and are assumed on a 225 calendar day construction schedule. We propose to invoice YMWD monthly in accordance with our Rate Schedule, not to exceed the amounts specified.

Thank you for your consideration. TKE would very much appreciate the opportunity to interview with you to further discuss how YMWD can benefit with our services. If you have any questions, please call me at (951)680-0440 or e-mail me at [trenner@tkeengineering.com](mailto:trenner@tkeengineering.com).

Sincerely,

Accepted By:



Terry Renner, P.E., Q.S.D.  
Senior Vice President  
**TKE Engineering, Inc.**

Richard Williamson, General Manager  
**Yuima Municipal Water District**

Attachments:  
Fee Breakdown Table

Date

**Yuima Municipal Water District**  
**Construction Management and Inspection Services for**  
**Forebay Pump Station Project**  
**Pauma Valley, California**  
**Consulting Engineering Fee**

Task No.	Task	Construction Manager		Senior Engineer		Assistant Engineer		Clerical		Inspector		Subconsultants <sup>3.)</sup>	Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$		
1	Project Coordination	24	\$ 3,600	40	\$ 5,600	24	\$ 2,880	40	\$ 3,000	40	\$ 4,400	\$ -	\$ 19,480
2	Material Submittal Review	8	\$ 1,200	40	\$ 5,600	80	\$ 9,600	24	\$ 1,800	4	\$ 440	\$ -	\$ 18,640
3	Preconstruction Conference	4	\$ 600	8	\$ 1,120	16	\$ 1,920	8	\$ 600	4	\$ 440	\$ -	\$ 4,680
4	Construction Administration	420	\$ 63,000	120	\$ 16,800	80	\$ 9,600	120	\$ 9,000		\$ -	\$ -	\$ 98,400
5	Construction Inspection <sup>2.)</sup>	80	\$ 12,000		\$ -		\$ -	40	\$ 3,000	1200	\$ 132,000	\$ 55,000	\$ 147,000
6	Post Construction	8	\$ 1,200	16	\$ 2,240	24	\$ 2,880	24	\$ 1,800	40	\$ 4,400	\$ -	\$ 12,520
<b>Subtotal:</b>		544	\$ 81,600	224	\$ 31,360	224	\$ 26,880	256	\$ 19,200	1,288	\$ 141,680	\$ 55,000	\$ 300,720
												<b>Reimbursables (@5%)<sup>1.)</sup>:</b>	\$ 15,036

**Rates:**

Construction Manager	\$ 150 /HR
Senior Engineer	\$ 140 /HR
Assistant Engineer	\$ 120 /HR
Clerical	\$ 75 /HR
Construction Inspector	\$ 110 /HR

**Notes:**

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
- 2.) Assumes Construction Period of 225 Calendar Days
- 3.) Includes LOR for Special Structural Inspections and Harper and Associates for Tank Lining Inspection

**Construction Total:** \$ 315,756  
**Rounded Construction Total:** \$ 315,800

**TKE Engineering, Inc.**

**DEXTER WILSON ENGINEERING, INC.**

---

DEXTER S. WILSON, P.E.  
ANDREW M. OVEN, P.E.  
STEPHEN M. NIELSEN, P.E.  
NATALIE J. FRASCHETTI, P.E.  
STEVEN J. HENDERSON, P.E.

October 18, 2019

152-002/1

Yuima Municipal Water District  
P.O. Box 177  
Pauma Valley, CA 92061

Attention: Amy Reeh, Assistant General Manager

Subject: Amendment #1 for Additional Services for the Forebay Water Booster Facility

We are pleased to provide Yuima Municipal Water District the following additional work scope items to assist in the construction phase of the Forebay Water Booster Facility project.

This increase will allow us to complete the following tasks. Exhibit A attached summarizes the costs by tasks.

**Task 1 – Bid Assistance**

Attend pre-bid meeting and assist with providing responses to bid questions.

**Engineering Fee: \$3,000**

**Task 2 – Construction Survey Staking (Hunsaker & Associates)**

Task 2a. Establish a horizontal and vertical control network and maintain this control network throughout the life of the project. Provide one (1) set of rough grade stakes for the establishment of the underground water

tank. Staking will consist of a water tank envelope marked with grades to finish pad. Perform a field survey of the Subsurface Water Tank area after grading has been completed to verify depth.

**Engineering Fee: \$3,800**

Task 2b - Provide one (1) set of stakes for 30" discharge water line (Approximately 400 LF) including all appurtenances. Provide one (1) set of stakes for 30" overflow line (Approximately 250 LF). Provide one (1) set of stakes for 24" water supply line (Approximately 50 LF).

**Engineering Fee: \$3,600**

Task 2c - Provide one (1) set of stakes for construction of curbs, one (1) set of stakes for cross gutter, and one (1) set of stakes for v-ditch.

**Engineering Fee: \$4,200**

Task 2d - Provide one (1) set of stakes for the corners of Forebay storage, electrical control bldg., generator pad, and SDG&E transformer pad.

**Engineering Fee: \$3,200**

Task 2e - Provide water tank and electrical building survey for pad certification prior to pouring concrete.

**Engineering Fee: \$3,000**

**Task 3 - Geotechnical Engineering (AGS)**

Task 3a - Project Management and meetings.

**Engineering Fee: \$5,000**

Task 3b - Observation and testing during grading and backfill. This task includes a fulltime engineering technician for 25 days during grading and backfill for the Forebay Storage Tank and Electrical Control Building, and a full time engineering technician for 15 days during water line construction and surface improvements. This task includes nuclear gauge testing and vehicle use.

**Engineering Fee: \$40,500**

Task 3c - Laboratory testing to include maximum density, gradation, sand equipment, R-value, and AC density tests.

**Engineering Fee: \$4,100**

Task 3d - Special inspection for concrete to include up to 50 concrete compression tests, up to 40 hours of site inspection, miscellaneous testing, and required staff time.

**Engineering Fee: \$12,000**

**Task 4 - Submittal Review** – Review of project submittals by Dexter Wilson Engineering and project subconsultants. A total of 60 project submittals are assumed.

**Engineering Fee: \$15,000**

**Task 5 - Requests for Information (RFIs)** – Review of project RFIs submittal by Contractor. Review will be provided by Dexter Wilson Engineering and project subconsultants as necessary. A total of 25 RFIs are assumed.

**Engineering Fee: \$5,000**

**Task 6 - Attendance at Meetings** – Attendance at meetings as necessary by Dexter Wilson Engineering and/or project subconsultants. A total of six meetings are assumed.

**Engineering Fee: \$4,000**

**Task 7 - Assistance with Start-up and Testing (RCS)**

Task 7a - Prepare start-up and testing plan to include pre-operational readiness procedures, operational readiness checklist, operation testing checklist, close-out checklist, and start-up and testing overall signoff.

**Engineering Fee: \$8,000**

Task 7b - Provide field support for startup, testing, and project closeout.

**Engineering Fee: \$6,000**



Richard S. Williamson  
October 18, 2019  
Page 4

Task 7c - Coordination with District SCADA Consultant to ensure all signals and controls are functional per the design.

**Engineering Fee: \$2,000**

**Task 8 - Preparation of As-Built Drawings** – Prepare as-built record drawings based on Contractor red-line markups. This task includes direct costs for plotting final mylar drawings.

**Engineering Fee: \$6,000**

To complete the additional work on this project, we propose to raise the existing contract cost ceiling by \$128,400, from \$219,040 to \$347,440. This amendment will allow us to provide assistance during the construction phase of this project.

We propose to do the work on an hourly rate basis with a new cost ceiling of \$347,440. If this contract amendment proposal meets your approval, please execute and return an electronic copy for our files or prepare a contract amendment in your format for our signature.

Respectfully submitted,

Dexter Wilson Engineering, Inc.



Stephen M. Nielsen, P.E.

SMN:pjs

Richard S. Williamson  
October 18, 2019  
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I accept the above proposal and authorize the work described above to be performed.

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Yuima Municipal Water District

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Date

**TABLE A  
FOREBAY WATER BOOSTER FACILITY  
CONSTRUCTION ASSISTANCE SUMMARY**

<b>Task 1 – Bid Assistance</b>	<b>\$3,000</b>
<b>Task 2 – Construction Survey Staking</b>	
Task 2a	3,800
Task 2b	3,600
Task 2c	4,200
Task 2d	3,200
Task 2e	3,000
<b>Subtotal Task 2</b>	<b>\$17,800</b>
<b>Task 3 – Geotechnical Engineering</b>	
Task 3a	5,000
Task 3b	40,500
Task 3c	4,100
Task 3d	12,000
<b>Subtotal Task 3</b>	<b>\$61,600</b>
<b>Task 4 – Submittal Review</b>	<b>\$15,000</b>
<b>Task 5 – Request for Information</b>	<b>\$5,000</b>
<b>Task 6 – Attendance at Meetings</b>	<b>\$4,000</b>
<b>Task 7 – Startup and Testing</b>	
Task 7a	8,000
Task 7b	6,000
Task 7c	2,000
<b>Subtotal 7</b>	<b>\$16,000</b>
<b>Task 8 – As-Built Drawings</b>	<b>\$6,000</b>
<b>TOTAL</b>	<b>\$128,400</b>

**DEXTER WILSON ENGINEERING, INC.**

**Rate Schedule  
Effective January 1, 2019**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Office Personnel:</b>	
<b>Planning/Design</b>	
Principal Engineer (RCE)	\$220.00
Managing Engineer (RCE)	\$210.00
Project Engineer (RCE)	\$190.00
Senior Engineer (RCE)	\$170.00
Design Engineer (RCE)	\$130.00
Associate Engineer II	\$120.00
Associate Engineer I	\$110.00
Engineering Aide II	\$110.00
Engineering Aide I	\$ 95.00
<b>Drafting/Design</b>	
Senior Designer	\$115.00
Senior Drafter	\$105.00
Drafter II	\$ 90.00
Drafter I	\$ 80.00
<b>Clerical</b>	<b>\$ 65.00</b>



**October 28, 2019**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh, Assistant General Manager**

**SUBJECT: Purchase Order Approval**

**PURPOSE:** To adhere to the Board adopted Purchasing Policy: Board approval of any purchase order over \$35,000.

**SUMMARY:** Action Items 3 & 4 on this agenda are contracts associated with the completion of the Forebay Pump Station replacement project. The purchase orders for these two contracts are as follows:

1. TKE Engineering, Inc. - \$315,800 for daily construction management
2. Dexter-Wilson Engineering - \$128,400 for construction inspection management

At the September 30, 2019 meeting the Board approved a contract with TKE Engineering, Inc. to complete the Rincon Ranch Road Pipeline Design Engineering. The purchase order for this Board approved contract is as follows:

1. TKE Engineering, Inc. - \$51,370

**RECOMMENDATIONS:** Staff recommends that the Board approve the purchase orders as presented if all contracts have been approved.

**SUBMITTED BY:**

A handwritten signature in blue ink that reads "Amy Reeh". The signature is written in a cursive style and is positioned above a horizontal line.

**Amy Reeh**  
**Assistant General Manager**



# REQUISITION

**Requisition #:** REQ00668

**Date:** 10/23/2019

**Vendor #:** 1916

**ISSUED TO:** TKE Engineering, Inc  
2305 Chicago Avenue  
Riverside, CA 92507-

**SHIP TO:** Yuima Municipal Water District  
34928 Valley Center Road  
Pauma Valley, CA 92061

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1 FOREBAY CONSTRUCTION MNGMNT		315,400.00	10-600-60-6300-618	315,400.00
<b>Detailed Description:</b>					

Authorized By: \_\_\_\_\_

<b>SUBTOTAL:</b>	315,400.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	315,400.00



# REQUISITION

**Requisition #:** REQ00669

**Date:** 10/23/2019

**Vendor #:** 1848

**ISSUED TO:** Dexter Wilson Engineering  
Attn: Stephen M. Nielsen  
2234 Faraday Avenue  
Carlsbad, CA 92008-

**SHIP TO:** Yuima Municipal Water District  
34928 Valley Center Road  
Pauma Valley, CA 92061

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1 FOREBAY ADDITIONAL SERVICES		128,400.00	10-600-60-6300-618	128,400.00

**Detailed Description:**  
INSPECTION MONITORING, SOIL TESTING, OTHER INSPECTING MNGMNT AND FINAL "AS-BUILT" DRAWINGS FOREBAY.

Authorized By: \_\_\_\_\_

<b>SUBTOTAL:</b>	128,400.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	128,400.00



# REQUISITION

**Requisition #:** REQ00667

**Date:** 10/22/2019

**Vendor #:** 1916

**ISSUED TO:** TKE Engineering, Inc  
2305 Chicago Avenue  
Riverside, CA 92507-

**SHIP TO:** Yuima Municipal Water District  
34928 Valley Center Road  
Pauma Valley, CA 92061

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 Rincon Ranch Rd Pipeline Plans & Specs		0.00	20-600-60-6500-671	51,370.00

**Detailed Description:**

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	51,370.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	51,370.00



### Purchase Order Request Form

Date: 10/15/19 Requested By: abby

New Vendor?  W-9 Received?  Set up in Incode?

Vendor Name: TKE ENGINEERING Quote #: \_\_\_\_\_

Vendor Address: \_\_\_\_\_ PO's over \$5,000 Requires General Manager Approval

Contact Name & #: \_\_\_\_\_ General Manager

Vendor #: 1916 PO's over \$35,000 Requires Board Approval

Inventory #	Description/Item	Qty	Unit	Unit Price	Total Cost
	Rincon Ranch Rd Pipeline Plans & Specs				51,370.

Requisition #: REQ 00067 Subtotal: \_\_\_\_\_

G/L # Coding: 20-600-60-6500-671 Tax: \_\_\_\_\_

Date Ordered: \_\_\_\_\_ Freight: \_\_\_\_\_

Total: \_\_\_\_\_



September 10, 2019

Mr. Richard Williamson  
**YUIMA MUNICIPAL WATER DISTRICT**  
34928 Valley Center Road  
Pauma Valley, CA 92061-0177

**Subject: Proposal to Provide Engineering Design and Bidding Assistance of The Rincon Road Pipeline Project**

Dear Mr. Williamson:

Thank you for the opportunity to submit a proposal to provide professional design engineering services to Yuima Municipal Water District (YMWD) for design services and bidding assistance of the Rincon Road Pipeline Project. Enclosed herein is a comprehensive proposal depicting TKE Engineering, Inc. (TKE's) scope of services and fee to provide engineering design services and bidding assistance for the subject project.

**Yuima Municipal Water District (YMWD) Scope of Services**

**1. Records Research**

We will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines and street rights-of-way and determine locations of all existing utilities and improvements.

The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, monument ties, benchmark data, corner records, street improvement plans, and utility drawings. We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from YMWD, and drawings and/or atlas maps from all private utility companies, and/or agencies. We will send letters to utility companies and agencies requesting their data. We will maintain copies of the letters for future reference.

**2. Design Surveying**

We propose to use conventional surveying to prepare the base construction drawings. Our field survey crew will locate existing street centerline monuments utilizing survey control data. The crew will measure the horizontal angle, horizontal distance, and vertical elevation difference between each survey monument. We will complete a traverse for each survey to ensure closure. Elevations will be tied to existing County benchmarks. In addition, we will prepare a topographic survey of the previously installed water main so that we can prepare an as-built plan for future reference. We will collect appropriate detail as required including trees, edge of pavement, driveways, berms, gutters, cross gutters, drainage improvements, fire hydrants, water valves, manholes, water meters, signs, street lights, power poles, and all other visible features.

### **3. Base Construction Drawings**

We will prepare the base construction drawings on 24" by 36" sheets with YMWD's standard title block using AutoCAD 2019 software at a drawing scale of 1"=40'. The base construction drawings will include a plan view based on the survey data collected. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, street centerline, street names, and survey data to the plan view portion of the drawings.

### **4. 60% Design**

TKE will prepare drawings including a title sheet; construction notes sheets, plan/profile sheets, detail sheets and traffic control sheets.

The title sheet shall include the title of the job, a vicinity map showing the project vicinity in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction quantities, an index for the drawings, and references.

The construction notes will include requirements for notifications, existing utility protection and relocation, pipeline materials, excavation, shoring, bedding, backfilling, compaction, improvement restoration, testing, disinfection, construction sequencing and existing waterline abandonment requirements, if any.

The plan view will show digital topographic data, existing improvements and utilities, centerline control, proposed pipeline, and pipeline appurtenances (*connections, air valves, main line valves, and blow offs*). The profile (at a drawing scale of 1"=40' horizontal and 1"=4' vertical) will show existing ground surface over the proposed pipeline, pipeline flow line, top of pipe, utility crossings, slopes, length of pipe, pipeline appurtenances, joint restraint requirements, and special bedding requirements.

The construction details will include connections, appurtenance details, and abandonment details, all at appropriate drawing scales.

The specifications shall be prepared in accordance with YMWD standards and will be prepared in Microsoft Word format.

In addition, we will prepare a project construction cost estimates. We will use the bidding schedules to prepare the estimates. The bidding schedules will include all material and construction requirements as shown on the drawings.

### **5. Design Review Meeting**

After 60% design is complete, we will forward 2 copies of the drawings to YMWD for review. After YMWD has completed its review, we will meet with YMWD staff to acquire Staff's comments.

### **6. 90% Design**

We will incorporate YMWD's 60% comments and provide YMWD revised drawings. After 90% design is complete, we will forward 2 copies of the drawings to YMWD for review.

In addition, we will update the project specifications and cost estimates and provide them for YMWD's review.

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## **7. Design Review Meeting**

After the 90% design documents are complete, we will forward the documents together with the updated construction cost estimates to YMWD staff for review and comment. We will meet with staff after their reviews are completed to obtain comments.

## **8. Final Contract Documents**

After receiving final YMWD comments on the drawings and specifications, TKE will provide YMWD with hard (Mylar drawings and specifications) and digital copies of the drawings and specifications for final approval. In addition, we will prepare a final construction cost estimates.

## **9. Bidding Assistance**

TKE will provide project pre-award services as needed including but not limited to reproduction of bid documents, distribution of bid documents and advertisement, response to RFI's during bid period, preparation of addenda as required, review of bid proposals, verification of contractor's qualifications and experience, review of State license status, preparation of board agenda reports, and preparation of notice of award to the contractor.

## **Project Schedule**

TKE will perform the design services in accordance with the attached project schedule. TKE is committed to providing the services in accordance with the desired schedule by YMWD and will modify the proposed schedule as required to complete the services accordingly.

### TKE Project Fees

Our budgets to provide the services described is as follows:

<u>Description</u>	<u>Amount</u>
YMWD Scope of Services	
1. Records Research	\$ 1,500
2. Design Surveying	\$ 5,520
3. Base Construction Drawings	\$ 4,640
4. 60% Design	\$13,500
5. Design Review Meeting	\$ 560
6. 90% Design	\$ 8,700
7. Design Review Meeting	\$ 560
8. Final Contract Documents	\$ 3,200
9. <u>Bidding Assistance</u>	\$ 8,520
<b>Design SubTotal:</b>	<b>\$ 46,700</b>
<b>Reimbursables (10%):</b>	<b>\$ 4,670</b>
<b>Rounded Design Total:</b>	<b>\$ 51,370</b>

Again, thank you for the opportunity to submit our proposal to provide professional engineering services. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Terry Renner, P.E., Q.S.D.  
Vice President  
**TKE ENGINEERING, INC.**

Accepted By:



Amy Reeh - Assistant General Manager  
**Yuima Municipal Water District**

10/7/19

Date

Attachments:  
Fee Breakdown Table  
Rate Schedule  
Project Schedule



**October 28, 2019**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh, Assistant General Manager**

**SUBJECT: Ordinance Implementing a Meter Moratorium**

**PURPOSE:** To conduct the first reading of the proposed Ordinance to implement a moratorium on the installation of meters larger than 1" within the Yuima General District and Improvement District A.

**SUMMARY:** At the September 30, 2019 Board of Directors meeting the Board was provided documentation and participated in discussion regarding the current operation and capacity limitations of the District's water delivery system. After discussion the Board directed staff to bring an Ordinance to impose a meter moratorium to the Board for approval.

Standard procedure for adopting an ordinance requires the Board to conduct a first and second reading of an Ordinance prior to adoption.

The Ordinance will be brought before the Board for adoption at the November meeting.

**RECOMMENDATIONS:** That the Board conduct the first reading of the Ordinance.

**SUBMITTED BY:**

A handwritten signature in blue ink that reads "Amy Reeh". The signature is written in a cursive style with a large, looping initial "A".

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**Amy Reeh**  
**Assistant General Manager**