

Agenda

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

Monday, March 22, 2021 2:00 P.M.
34928 Valley Center Road, Pauma Valley, California

Roland Simpson, President
Don Broomell, Secretary / Treasurer
Bruce Knox, Director

Steve Wehr, Vice President
Laney Villalobos, Director

IMPORTANT NOTICE: PER GOVERNOR NEWSOM'S EXECUTIVE ORDERS, THE AGENDIZED MEETING WILL NOT BE HELD IN PERSON. THE DIRECTORS WILL BE PROVIDED TELEPHONIC OR ELECTRONIC ACCESS SEPARATELY. THE PUBLIC MAY ACCESS THE MEETING ELECTRONICALLY BY FOLLOWING THE INSTRUCTIONS INCLUDED AT THE END OF THIS AGENDA. PUBLIC COMMENTS MAY BE SUBMITTED VIA EMAIL BY 1:45 P.M. ON THE MEETING DAY TO carmen@yuimamwd.com. SUBMISSIONS WILL BE READ ALOUD AT THE PUBLIC COMMENT PERIOD, OR AT THE TIME THE ITEM IS DISCUSSED DURING ACTION / DISCUSSION, TO THE EXTENT THEY FIT WITHIN THE THREE-MINUTE LIMIT.

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. | Simpson |
| | 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). | Simpson |
| 2:05 - 2:08 P.M. | I. | <u>SPECIAL REPORTS</u> | |
| | | Joint Powers Fire Report | Bakkela |
| 2:08-2:10 P.M. | II. | <u>CONSENT CALENDAR</u> | |
| | | 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 Regular Meeting of February 22, 2021. | |
| | 2. | Approve of Accounts Paid and Payables & Reporting under Government Code §53065.5 for February 2021. | |

3. Accept of Monthly Financial Reports - February 2021, Treasurer's Report and Cash Statements.
4. Proposed Resolution Approving Agreement for Record Keeping and Secretarial Services for the Upper San Luis Rey Watershed Authority and Rescinding Resolution No. 1827-19.

Background: The Upper San Luis Rey Watershed Authority has requested reinstatement of their secretarial and bookkeeping services contract.

Recommendation: That, should the Board agree, they approve the Resolution as proposed.

2:10-3:00 P.M.

III.

ACTION DISCUSSION

1. Proposed Resolution Setting Forth a Schedule of Water Availability Charges Proposed to be Established for the District (2021/2022) and Fixing the Time and Place of Hearing and Giving Notice of Hearing. Reeh

Background: The levy of Water Availability Charge collects a \$10/acre within the District's boundaries or, approximately \$94,472. These funds are allocated in the capital budget each year. This is not a new or increased charge and is not subject to the provision of Proposition 218.

Recommendation: That, should they agree the Board adopt the Proposed Resolution which sets the hearing before the Board at 2:10 p.m. on the 26th day of April, 2021 and direct staff to publish the notice as required.

2. Authorize General Manager to Enter into New Standardized Well Agreements. Simpson

Background: Currently, the District requires all Well Agreements to be approved by the Board of Directors on an individual basis. In the ongoing effort to develop more local water Staff requests that the Board authorize the General Manager to enter into the District's standardized Well Agreement as long as all of the normal and historical requirements for well agreements is met. Please see agreement and list of requirements.

Recommendation : That, should the Board agree, they approve the agreement and authorize the General Manager to use her discretion to enter into new well agreements.

3. Discussion: Re-evaluate the District's Well Set Back (Zone of Influence) Distance Requirement. Reeh

Background: Currently the District has a policy that requires any new wells to be drilled no closer than 2500 feet from an existing district well. Staff would like to discuss the pros and cons of revising that policy to allow for additional local water to be developed in the district.

4. Determination of Use for One time Funds Received from SDCWA for Lawsuit Proceeds. Simpson

Background: The San Diego County Water Authority prevailed in one their lawsuits against Metropolitan Water District of Southern California for the overcharging of fees in 2010-2012. This win resulted in a one time payment to the District for \$98,149.47.

Recommendation: Staff recommends that the District place these funds into the Rate Stabilization Reserve Fund to help offset future rate increases.

5. Discussion Director Compensation Reeh

Background: The Director Compensation is set at \$100 per Board Meeting and \$50 per Special Committee Meeting. The last change to the per diem was done in 2017. Recently, a survey of per diem rates was completed and Yuima's rate was comparable to other districts.

Recommendation: There are no plans to change the per diem at this time.

6. Authorize General Manager or President to Execute Final Joint Powers Authority Agreement Simpson

Background: Members of the GSA have been developing a Joint Powers Authority agreement to operate the Groundwater Sustainability Agency and implement the Groundwater Sustainability Plan. Attached is the draft agreement for your review. We do not anticipate any additional changes from this version.

Recommendation: That, should the Board agree, they authorize the General Manager or President to sign the final Joint Powers Authority Agreement.

IV. CLOSED SESSION

1. Conference with Legal Counsel - Significant Exposure to Litigation [Government Code Section 54956.9(d)(2): one case]. Jungreis

3:45-4:00 P.M.

V. INFORMATION / REPORTS

1. **Board Reports / Meetings**

President/JPIA
San Diego County Water Authority/MWD
Other Meetings (SGMA/GSA)

Simpson

2. **Finance & Administrative Services**

General Information
Delinquent Accounts

Reeh

3. **Capital Improvements**

Reeh

4. **Operations**

General Information
Rainfall
Production / Consumption Report
Well Levels
District Water Purchased

Simon

5. **Counsel**

Jungreis

4:00 - 4:05 P.M.

VI. OTHER BUSINESS

4:05 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

Incident Summary

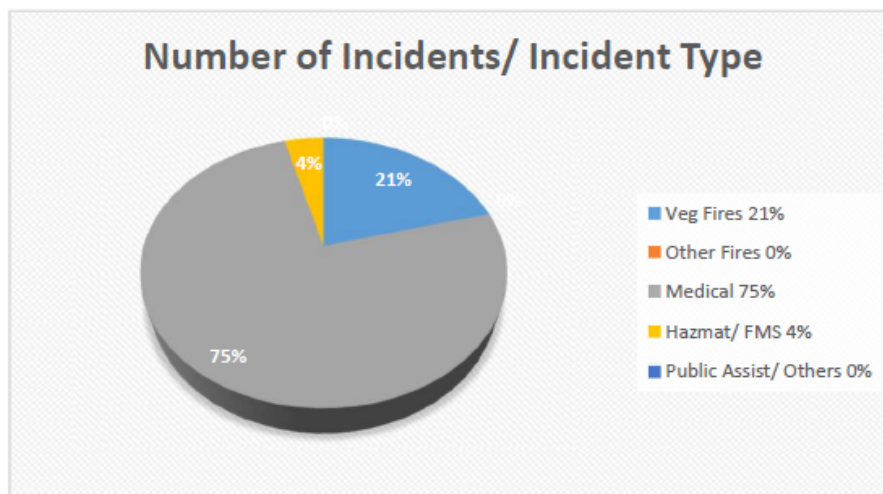


On March 3rd 2021 Engine 3377 responded to a traffic collision at Hwy 76 & Wilderness Gardens. Upon arrival, the crew found a white Honda SUV that had rolled off highway 76 approximately 120 ft. down the embankment. The vehicle rolled approximately 10 times down the embankment. As we arrived the patient was already self-extricated with minimal, non-threatening injuries. Engine 3377 worked with cooperating departments including Pauma and Pala reservation fire departments.



Station 70 Activity Report 2/1/2021 to 2/28/2021

	Veg Fires	Other Fires	Medical	Hazmat / FMS	Public Assists / Others	Total
E3357	5	0	18	1	0	28
Total	9	12	64	2	3	94



II.
CONSENT CALENDAR

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
YUIMA MUNICIPAL WATER DISTRICT
February 22, 2021**

The Regular 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 22nd day of February 2021.

**Regular Meeting
Meeting
02/22/2021**

1. ROLL CALL – DETERMINATION OF QUORUM

President Simpson called the meeting to order at 2:04 p.m.

**Call to Order
2:04 p.m.**

Directors Present:

Present: 4

Roland Simpson, President
Steve Wehr, Vice-President
Laney Villalobos, Director (via teleconference)
Bruce Knox, Director

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

Quorum Present

Directors Absent:
Don Broomell, Secretary/Treasurer

Absent: 1

Others Present:

Amy Reeh, Interim General Manager/Finance Manager, YMWD
Carmen Rodriguez, YMWD
Oggie Watson, T-Y Nursery (via videoconference)
Jeremy Jungreis, General Counsel, Rutan & Tucker (via videoconference)

**Others
Present**

2. PLEDGE OF ALLEGIANCE

Interim General Manager Reeh led those present in the Pledge of Allegiance.

3. APPROVAL OF AGENDA

No changes to the agenda were proposed.

4. PUBLIC COMMENT

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

I. SPECIAL REPORTS

1. Joint Powers Fire Report

Cal Fire was not present to give the fire report. The January Fire Report was available in the Board packet.

II. CONSENT CALENDAR

Upon motion being offered by Director Wehr, seconded by Director Knox the Minutes of the Regular Meeting of January 25, 2021, Accounts Paid and Payables for January 2021, Monthly Financial Reports for January 2021, Identity Theft Prevention Program, Fraud Policy, ACWA/JPIA President's Special Awards, and Destruction of Records were approved by the following roll-call vote, to wit:

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

III. ACTION/DISCUSSION

1. Appointment of General Manger Amy Reeh.

Upon motion being offered by Director Knox seconded by Director Wehr, *The Board Appointed Interim General Manager Reeh to General Manager* was approved and carried by the following roll-call vote, to wit:

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

2. Resolution 1881-21 Amending Employee Manual Sections 32 Job Descriptions

Following discussion and upon motion being offered by Director Knox seconded by Director Wehr, *Resolution 1881-21 Amending Employee Manual Sections 32 Job Descriptions* was approved by the following roll-call vote, to wit:

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

3. Resolution 1882-21 Documenting the Methodology by Which the District Will Impose the Permanent Special Agricultural Water Rate Eligibility and Service Limitations on Participating Agricultural Customers.

Following discussion and upon motion being offered by Director Villalobos seconded by Director Knox, *Resolution 1882-21 Documenting the Methodology by Which the District Will Impose the Permanent Special Agricultural Water Rate Eligibility and Service Limitations on Participating Agricultural Customers* was approved and carried by the following roll-call vote, to wit:

AYES: Villalobos, Wehr, Simpson, Knox
NOES: None
ABSTAIN: None

ABSENT: Broomell

4. Resolution No. 1883-21 Governing Water and Sewer Service to Affordable Housing Units for Lower Income Households.

Following discussion and upon motion being offered by Director Wehr seconded by Director Villalobos, *Resolution 1883-21 Governing Water and Sewer Service to Affordable Housing Units for Lower Income Households* was approved and carried by the following roll-call vote, to wit:

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

5. Proposed Resolution 1884-21 Supporting the Rincon del Diablo Municipal Water District Nomination of David A. Drake to the ACWA/JPIA Executive Committee.

Following discussion and upon motion being offered by Director Villalobos seconded by Director Knox, *Resolution 1884-21 Supporting the Rincon del Diablo Municipal Water District Nomination of David A. Drake to the ACWA/JPIA Executive Committee* was approved and carried unanimously by the following roll-call vote, to wit:

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

IV. INFORMATION/REPORTS

These reports have been made available in the Board packet, however, in an effort to adhere to Health Agency directive and limit time spent in the presence of other these reports will not be verbally reviewed. Specific questions will be addressed if necessary.

1. Board Reports/Meeting

Reports were available in the Board Packet.

2. Administrative

General Manager Reeh advised the Board that she's currently working on finishing up the grant report that was requested by Director Villalobos at the January 25, 2021 Board Meeting. Once the report is complete General Manager Reeh will email the report to the Board Members.

General Manager Reeh reviewed the delinquent account report. There is a customer that has a past due of approximately \$22,000. The District has reached out to the customer multiple times to arrange a payment plan and has been unsuccessful. A letter has been mailed out to the customer advising a lien against the property will be filed.

3. Capital Improvement Program

Reports were available in the Board Packet.

4. Operations

Allen Simon gave a brief update to the Board on the Forebay Project.

5. Counsel

Counsel had nothing new to report.

6.. Finance & Administrative Services

Reports were available in the Board Packet.

V. OTHER BUSINESS

Director Villalobos requested an update on SGMA. General Manager Reeh advised the Board that the first stakeholder engagement meeting was held on January 27, 2021 via Zoom. At the next scheduled SGMA Meeting on March 3rd the consultant will be presenting the Plan Area Chapter for review. Once the Plan Area Chapter has been reviewed and

approved it will go then be presented to the public. Geoscience has started the well data collection in the valley.

VI. ADJOURNMENT

There being no further business to come before the board the meeting was adjourned at 2:40 p.m.

Don Broomell, Secretary/Treasurer

Roland Simpson, President

DRAFT



Expense Approval Report

Yuima Municipal Water District
February 1, 2021 - February 28, 2021

Payment Number	Vendor Name	Description (Item)	Amount	Check Total
70154	AL STEINBAUM'S JANITORIAL	FY 20/21 Janitorial Services	200.00	
70155	Breona Easley	Finger Prints	49.00	167.70
70155	Breona Easley	Secretary of State Exam Fee	40.00	
70155	Breona Easley	Live Scan	25.00	
70155	Breona Easley	Passport Photos	15.00	
70155	Breona Easley	Mileage Reimbursement for Notary Exam	38.70	
70156	CARQUEST	FY 20/21 Open PO	144.38	180.00
70156	CARQUEST	FY 20/21 Open PO	35.62	
70157	CONTROLLED ENVIRONMENTS LLC	FY 20/21 Weed Abatement	663.00	663.00
70157	CONTROLLED ENVIRONMENTS LLC	FY 20/21 Weed Abatement	663.00	
70158	COUNTY OF SAN DIEGO - DEH	2021 DEH Permit Schoepe	484.00	968.00
70158	COUNTY OF SAN DIEGO - DEH	2021 DEH Permit Dunlap	484.00	
70159	EDCO	FY 20/21 Annual Waste Services	187.65	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	485.00	1,710.00
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	15.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	15.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	15.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 Yuima Water Testing	15.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	15.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	15.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	15.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	550.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 Yuima Water Testing	310.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	70.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	70.00	
70160	Eurofins Eaton Analytical, LLC	FY 20/21 IDA Water Testing	120.00	
70161	Hydrocurrent Well Services	SCHOEPE FILTER FAN - 50% deposit	815.49	
70162	OFFICE DEPOT	Credit Memo Applied Twice	30.67	
70163	PRUDENTIAL OVERALL SUPPLY	FY 20/21 Uniform Services	25.52	114.90
70163	PRUDENTIAL OVERALL SUPPLY	FY 20/21 Uniform Services	31.93	
70163	PRUDENTIAL OVERALL SUPPLY	FY 20/21 Uniform Services	25.52	
70163	PRUDENTIAL OVERALL SUPPLY	FY 20/21 Uniform Services	31.93	
70164	SAN DIEGO COUNTY TAX COLLECTOR	Forebay Property Tax	115.86	175.85
70164	SAN DIEGO COUNTY TAX COLLECTOR	McNally Property Tax	59.99	
70165	STATE WATER RESOURCES CONTROL	IDA Water System Fees 07/01/20 - 06/30/21	1,511.40	2,197.80
70165	STATE WATER RESOURCES CONTROL	Yuima Water System Fees 07/01/20 - 06/30/21	686.40	
70166	VERIZON WIRELESS	FY 20/21 SCADA Access	93.12	
70169	VALIC GA#24515	Valic Deferred Compensation	800.00	
70171	CARMEN RODRIGUEZ	Mileage Reimbursement- Carmen	54.63	
70172	DENISE M. LANDSTEDT	DACI Grant	1,472.00	
70173	Dexter Wilson Engineering	Engineering oversite CWA ESP project	1,365.00	
70174	Erik Industries	Fix Alarm Reporting Line	142.50	
70175	FERGUSON WATERWORKS #1083	0-400 PSI LIQ FILLED GAUGES 2 1/2"	390.06	702.10
70175	FERGUSON WATERWORKS #1083	0-600 PSI LIQ FILLED GAUGES 2 1/2"	312.04	
70176	Geoscience Support Services	Geoscience-SGWP Grant	8,810.87	32,039.25
70176	Geoscience Support Services	Geoscience Support For San Luis Rey Valley G	23,228.38	
70177	Hydrocurrent Well Services	SCHOEPE FILTER FAN	815.49	
70178	R & G REDDING CONSTRUCTION	Perricone Erosion Control & Mitigation	1,080.00	
70179	Rain for Rent	Yuima/ VCMED Emergency Intertie	1,600.35	
70180	ROBERT V. FOWLER	2020 Medicare Reimbursement	1,909.20	
70181	SAN DIEGO COUNTY WATER AUTHORITY	December Water Purchase 308.5 AF	383,729.67	
70182	SUSAN M. MEYER	2020 Medicare Reimbursement	1,459.20	
70183	TRAVIS W. PARKER	Set Up Desktop, Laptop and Router	1,035.00	

70184	USA BLUE BOOK	Colitag	43.89	
70184	USA BLUE BOOK	Colitag	43.88	87.77
70185	VALLEY CENTER MWD	Emergency Connection Wholesale Commodity	142,545.99	
70185	VALLEY CENTER MWD	Emergency Connection Pump Zone 7 Rate	18,391.28	160,937.27
70186	VALIC GA#24515	Valic Deferred Compensation	100.00	
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	-1,791.13	15,687.97
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	69.61	
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	1,858.94	
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	3,745.82	
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	102.76	
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	14.56	
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	-0.69	
70187	ACWA JPIA	02/2021 RECON FOR MARCH 2021 COVERAGI	817.36	
70187	ACWA JPIA	Dental Insurance	270.81	
70187	ACWA JPIA	GTL	169.02	
70187	ACWA JPIA	GTL Admin	4.23	
70187	ACWA JPIA	Health Benefits	4,903.95	
70187	ACWA JPIA	Vision	87.36	
70187	ACWA JPIA	Dental Insurance	270.81	
70187	ACWA JPIA	GTL	169.02	
70187	ACWA JPIA	GTL Admin	4.23	
70187	ACWA JPIA	Health Benefits	4,903.95	
70187	ACWA JPIA	Vision	87.36	
70188	COUNTY OF SAN DIEGO - DEH	EASTSIDE PERMIT 03/21-03/22	646.00	
70189	GLASER-BAILEY AWARDS, INC.	Photo Name Plate-Bruce Knox	22.16	
70190	Sherrill Ann Schoepe Revocable Trust, Sandra	JAN 2021	866.53	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Eastside Ammonia	199.00	4,150.45
70191	WATERLINE TECHNOLOGIES	FY 20/21 Ammonia Deposit In	50.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 CL2	644.35	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 Ammonia	249.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Eastside CL2	435.60	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 CL2	121.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Eastside CL2	181.50	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 CL2	484.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 Ammonia	249.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 CL2	363.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Eastside CL2	242.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Eastside Ammonia	249.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Eastside CL2	121.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 CL2	121.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 Ammonia	199.00	
70191	WATERLINE TECHNOLOGIES	FY 20/21 Station #1 CL2	242.00	
70192	VALIC GA#24515	Valic Deferred Compensation	800.00	
70193	A-1 IRRIGATION, INC.	2" PVC ADAPTER MA SCH80	14.59	41.48
70193	A-1 IRRIGATION, INC.	2" ELBOW PVC 45o SCH80	12.69	
70193	A-1 IRRIGATION, INC.	2" PVC COUPLING SCH80 S X S	6.82	
70193	A-1 IRRIGATION, INC.	Fy 20/21 Annual Open PO	7.38	
70194	AFLAC	AFLAC-Cancer Coverage Insurance - EE Paid	18.63	209.58
70194	AFLAC	AFLAC-Accident Coverage Insurance - EE Paid	40.80	
70194	AFLAC	AFLAC-Hospital Coverage - EE Paid	26.22	
70194	AFLAC	AFLAC-Critical Care Coverage - EE Paid	19.14	
70194	AFLAC	AFLAC-Hospital Coverage - EE Paid	26.22	
70194	AFLAC	AFLAC-Critical Care Coverage - EE Paid	19.14	
70194	AFLAC	AFLAC-Cancer Coverage Insurance - EE Paid	18.63	
70194	AFLAC	AFLAC-Accident Coverage Insurance - EE Paid	40.80	
70195	CONTROLLED ENTRANCES INC	New Loop and Safety Eye at Perricone Gate	965.74	
70196	FERGUSON WATERWORKS #1083	1" X 1 1/2" METER TAILS J130	36.42	
70197	Hydrocurrent Well Services	Motors and Controls Yearly Maintenance	18.57	7,043.85
70197	Hydrocurrent Well Services	Motors and Controls Yearly Maintenance	37.13	
70197	Hydrocurrent Well Services	Motors and Controls Yearly Maintenance	445.53	
70197	Hydrocurrent Well Services	Motors and Controls Yearly Maintenance	185.68	
70197	Hydrocurrent Well Services	Perricone Reinstall Motor & Replace Wire	6,356.94	
70198	IMAGE SOURCE, INC.	FY 20/21 Copy Services	305.08	
70199	JOE'S PAVING CO., INC.	Paving at Forebay	6,509.60	

70200	OFFICE DEPOT	Clear Binder Covers	43.09	242.92
70200	OFFICE DEPOT	C-Batteries	6.42	
70200	OFFICE DEPOT	Pocket Sheet Protectors	12.90	
70200	OFFICE DEPOT	#2 Pencils	4.57	
70200	OFFICE DEPOT	Rubber Bands	4.30	
70200	OFFICE DEPOT	1099 NEC Forms	33.39	
70200	OFFICE DEPOT	Boise Copy Paper	61.35	
70200	OFFICE DEPOT	Bankers Box	42.12	
70200	OFFICE DEPOT	Highmark Paper Towels	34.78	
70201	SDG&E	01/18/21 - 02/17/2021	453.49	80,544.11
70201	SDG&E	01/18/21 - 02/17/2021	21,183.80	
70201	SDG&E	01/18/21 - 02/17/2021	3,121.10	
70201	SDG&E	01/18/21 - 02/17/2021	244.92	
70201	SDG&E	01/18/21 - 02/17/2021	25.00	
70201	SDG&E	01/18/21 - 02/17/2021	1,003.28	
70201	SDG&E	01/18/21 - 02/17/2021	656.28	
70201	SDG&E	01/18/21 - 02/17/2021	41,500.17	
70201	SDG&E	01/18/21 - 02/17/2021	12,331.60	
70201	SDG&E	01/18/21 - 02/17/2021	22.54	
70201	SDG&E	01/18/21 - 02/17/2021	1.93	
70202	SERRATOS AUTOMOTIVE & TIRE	Truck 6 Oil Change, Transmission & Coolant S	363.38	
70203	TEAM TALK NETWORKS	FY 20/21 Radio Services	61.20	
70204	TKE Engineering, Inc	FOREBAY CONSTRUCTION MNGMNT	835.00	
70205	VALLEY CENTER WIRELESS	FY 20/21 Office Internet Services	129.90	
70206	Verizon Connect	FY 20/21 GPS Monitoring	52.00	
DFT0000889	CALIF BANK & TRUST VISA	Trend Micro-Annual - Network Firewall	151.04	1,266.48
DFT0000889	CALIF BANK & TRUST VISA	Optima Blue Top OPT-D34M (Dunlap SCADA)	221.99	
DFT0000889	CALIF BANK & TRUST VISA	Battery Fee	1.00	
DFT0000889	CALIF BANK & TRUST VISA	12-29-2020 Microsoft Store	99.00	
DFT0000889	CALIF BANK & TRUST VISA	01-07-2021 Hand Sanitizer	28.55	
DFT0000889	CALIF BANK & TRUST VISA	Office Supplies	65.36	
DFT0000889	CALIF BANK & TRUST VISA	01-11-2021 Credit for REQ01231	-24.23	
DFT0000889	CALIF BANK & TRUST VISA	01-11-2021 Credit for REQ001230	-9.07	
DFT0000889	CALIF BANK & TRUST VISA	HP Envy Desktop Computer - Customer Serv	926.64	
DFT0000889	CALIF BANK & TRUST VISA	01-12-2020 Credit for REQ01230	-193.80	
DFT0000890	CALIF BANK & TRUST VISA	Net Payroll - GM Performance	24,337.50	
DFT0000891	Employment Development Department	SDI Withholding	300.00	
DFT0000892	EFTPS - Federal Payroll Tax	Medicare Withholding	725.00	
DFT0000893	CALIF BANK & TRUST VISA	Net Payroll - PPE 2/5/21	24,879.03	
DFT0000894	CALPERS -FISCAL SERVICES DIV.	PEPRA Member Contributions	525.36	
DFT0000895	CALPERS -FISCAL SERVICES DIV.	PEPRA Employer Contribution	601.78	
DFT0000896	CALPERS -FISCAL SERVICES DIV.	PERS Classic Member Contribution	1,473.81	
DFT0000897	CALPERS -FISCAL SERVICES DIV.	PERS Employer Classic Member Contribution	2,845.38	
DFT0000898	CALPERS 457 PLAN	SIP 457 Director Def Comp ER	22.50	
DFT0000899	CALPERS -FISCAL SERVICES DIV.	1959 Survivor Benefit	8.73	
DFT0000900	Employment Development Department	State Withholding	1,162.84	
DFT0000901	Employment Development Department	SDI Withholding	347.67	
DFT0000902	EFTPS - Federal Payroll Tax	Federal Withholding	3,022.23	
DFT0000902	EFTPS - Federal Payroll Tax	Medicare Withholding	848.92	
DFT0000903	CALPERS -FISCAL SERVICES DIV.	PEPRA Member Contributions	2.46	
DFT0000904	CALPERS -FISCAL SERVICES DIV.	PEPRA Employer Contribution	2.81	
DFT0000905	CALPERS -FISCAL SERVICES DIV.	1959 Survivor Benefit	0.97	
DFT0000906	Employment Development Department	State Withholding	141.24	
DFT0000907	Employment Development Department	SDI Withholding	48.21	
DFT0000908	EFTPS - Federal Payroll Tax	Medicare Withholding	116.50	
DFT0000893	CALIF BANK & TRUST VISA	Net Payroll - PPE 2/19/21	17,221.82	
DFT0000910	CALPERS -FISCAL SERVICES DIV.	PEPRA Member Contributions	328.80	
DFT0000911	CALPERS -FISCAL SERVICES DIV.	PEPRA Employer Contribution	376.62	
DFT0000912	CALPERS -FISCAL SERVICES DIV.	PERS Classic Member Contribution	1,483.06	
DFT0000913	CALPERS -FISCAL SERVICES DIV.	PERS Employer Classic Member Contribution	2,863.25	
DFT0000914	CALPERS -FISCAL SERVICES DIV.	1959 Survivor Benefit	7.76	
DFT0000915	Employment Development Department	State Withholding	945.37	
DFT0000916	Employment Development Department	SDI Withholding	291.65	
DFT0000917	EFTPS - Federal Payroll Tax	Federal Withholding	2,678.27	

DFT0000917

EFTPS - Federal Payroll Tax

Medicare Withholding

704.80

Grand Total: 806,590.80

Government Code 53065.5 reporting for the month of February 2021 is \$222.33.



My Pooled Cash Report

Yuima Municipal Water District

For the Period Ending 2/28/2021

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
CLAIM ON CASH					
01-1001-000	Claim on Cash - General Fund	3,301,035.01	(163,203.33)	3,137,831.68	
02-1001-000	Claim on Cash - IDA	2,981,937.31	(95,216.23)	2,886,721.08	
06-1001-000	Claim on Cash - Fire Mitigation	16,101.71	0.00	16,101.71	
07-1001-000	Claim on Cash - Fire Protection	0.00	0.00	0.00	
10-1001-000	Claim on Cash - Yuima General Dist	(73,834.72)	(64,975.48)	(138,810.20)	
20-1001-000	Claim on Cash - Improvement District Capital	(332,108.17)	69,118.56	(262,989.61)	
TOTAL CLAIM ON CASH		<u>5,893,131.14</u>	<u>(254,276.48)</u>	<u>5,638,854.66</u>	
CASH IN BANK					
Cash in Bank					
99-1000-000	Petty Cash	450.00	0.00	450.00	
99-1000-010	General Checking - OLD	0.00	0.00	0.00	
99-1000-011	General Checking - NEW	89,922.36	119,401.81	209,324.17	
99-1100-015	General Savings	10,052.31	0.08	10,052.39	
99-1100-016	Fire Savings	(1.55)	0.00	(1.55)	
99-1100-017	Official Pay Account	2,283.67	2,620.13	4,903.80	
99-1200-020	LAIF State Treasury	4,620,220.57	(375,000.00)	4,245,220.57	
99-1300-030	UBS Money Market	(100.00)	0.00	(100.00)	
99-1300-035	Higgins Capital Management	16.78	0.00	16.78	
99-1400-040	Texas Capital Bank-CUSIP 88224PLY3	100,398.00	0.00	100,398.00	
99-1400-049	Goldman Sachs - 38148PCK1	100,216.00	(131.00)	100,085.00	
99-1400-050	BMW Bank - 05580ALS1	250,687.50	(492.50)	250,195.00	
99-1400-058	Morgan Stanley Bank-61690UUH1	261,855.00	(262.50)	261,592.50	
99-1400-062	Flagstar Bank CUSIP 33847E4D6	100,301.00	0.00	100,301.00	
99-1400-068	American Express Natl Bank-02589AB50	257,172.50	(412.50)	256,760.00	
99-1450-061	FHLB Bond CUSIP 3130AJZ36	99,657.00	0.00	99,657.00	
99-1450-063	U.S. Treasury Note 912828P53	0.00	0.00	0.00	
99-1450-064	U.S. Treasury Note 912828J84	0.00	0.00	0.00	
99-1450-065	U.S. Treasury Note 912796SD2	0.00	0.00	0.00	
99-1450-066	US Treasury Bill CUSIP 912796XD6	0.00	0.00	0.00	
99-1450-067	FFCB Bond CUSIP 3133ELQV9	0.00	0.00	0.00	
TOTAL: Cash in Bank		<u>5,893,131.14</u>	<u>(254,276.48)</u>	<u>5,638,854.66</u>	
TOTAL CASH IN BANK		<u>5,893,131.14</u>	<u>(254,276.48)</u>	<u>5,638,854.66</u>	
DUE TO OTHER FUNDS					
99-2601-000	Due to Other Funds	5,893,131.14	(254,276.48)	5,638,854.66	
TOTAL DUE TO OTHER FUNDS		<u>5,893,131.14</u>	<u>(254,276.48)</u>	<u>5,638,854.66</u>	
Claim on Cash	5,638,854.66	Claim on Cash	5,638,854.66	Cash in Bank	5,638,854.66
Cash in Bank	5,638,854.66	Due To Other Funds	5,638,854.66	Due To Other Funds	5,638,854.66
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>

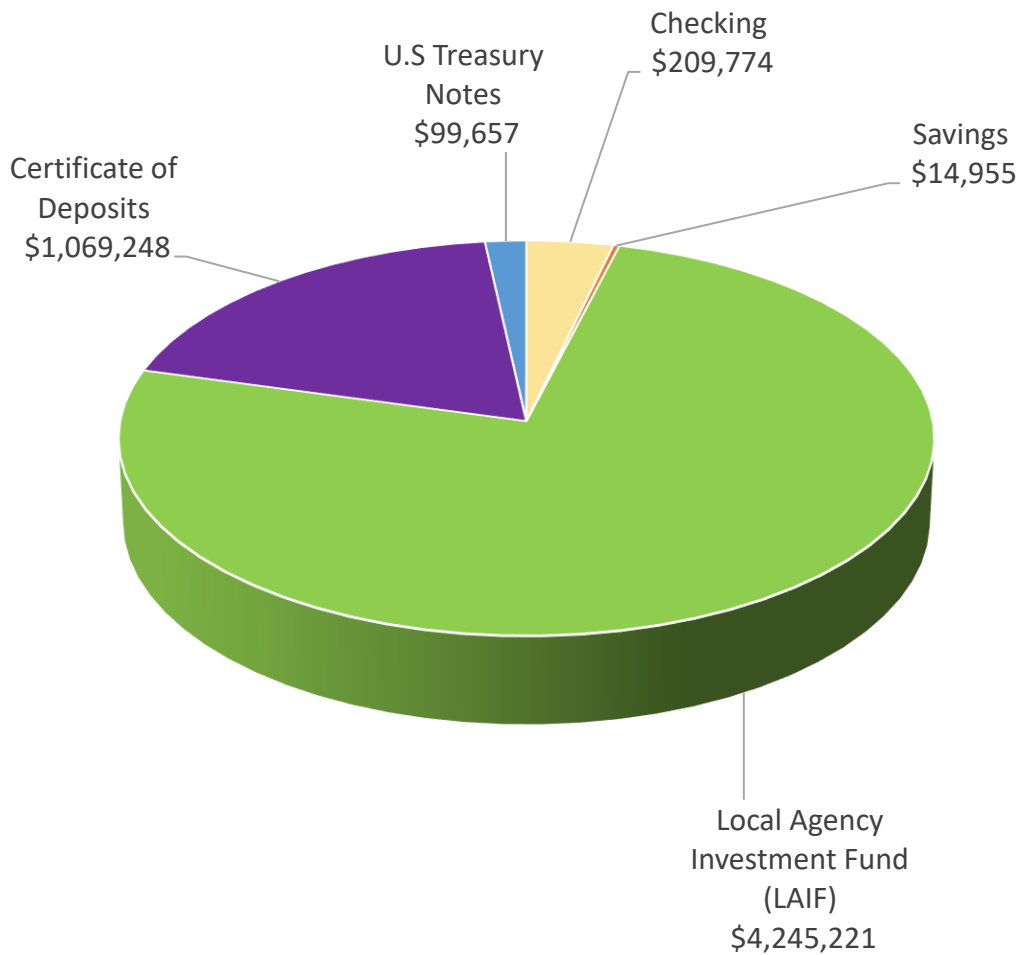
ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
ACCOUNTS PAYABLE PENDING					
01-2555-000	AP Pending - General District	663,726.05	(129,270.01)	534,456.04	
02-2555-000	AP Pending - IDA	6,771.84	(4,046.43)	2,725.41	
07-2555-000	AP Pending - Fire Protection	0.00	0.00	0.00	
10-2555-000	AP Pending - Yuima General District Capital	0.00	0.00	0.00	
20-2555-000	AP Pending - Improvement District	0.00	0.00	0.00	
TOTAL ACCOUNTS PAYABLE PENDING		<u>670,497.89</u>	<u>(133,316.44)</u>	<u>537,181.45</u>	
DUE FROM OTHER FUNDS					
99-1501-000	Due From General District	(663,726.05)	129,270.01	(534,456.04)	
99-1502-000	Due From IDA	(6,771.84)	4,046.43	(2,725.41)	
99-1506-000	Due From Fire Mitigation	0.00	0.00	0.00	
99-1507-000	Due From Fire Protection	0.00	0.00	0.00	
99-1508-000	Due From Annex #1	0.00	0.00	0.00	
99-1509-000	Due From Annex #2	0.00	0.00	0.00	
99-1510-000	Due From General District Capital	0.00	0.00	0.00	
99-1511-000	Due From Energy Efficient Capital Project	0.00	0.00	0.00	
99-1520-000	Due From Improvement District A Capital	0.00	0.00	0.00	
TOTAL DUE FROM OTHER FUNDS		<u>(670,497.89)</u>	<u>133,316.44</u>	<u>(537,181.45)</u>	
ACCOUNTS PAYABLE					
99-2555-000	Accounts Payable	<u>670,497.89</u>	<u>(133,316.44)</u>	<u>537,181.45</u>	
TOTAL ACCOUNTS PAYABLE		<u>670,497.89</u>	<u>(133,316.44)</u>	<u>537,181.45</u>	
AP Pending	537,181.45	AP Pending	537,181.45	Due From Other Funds	537,181.45
Due From Other Funds	<u>537,181.45</u>	Accounts Payable	<u>537,181.45</u>	Accounts Payable	<u>537,181.45</u>
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>

**Yuima Municipal Water
District**

Cash & Investments Data

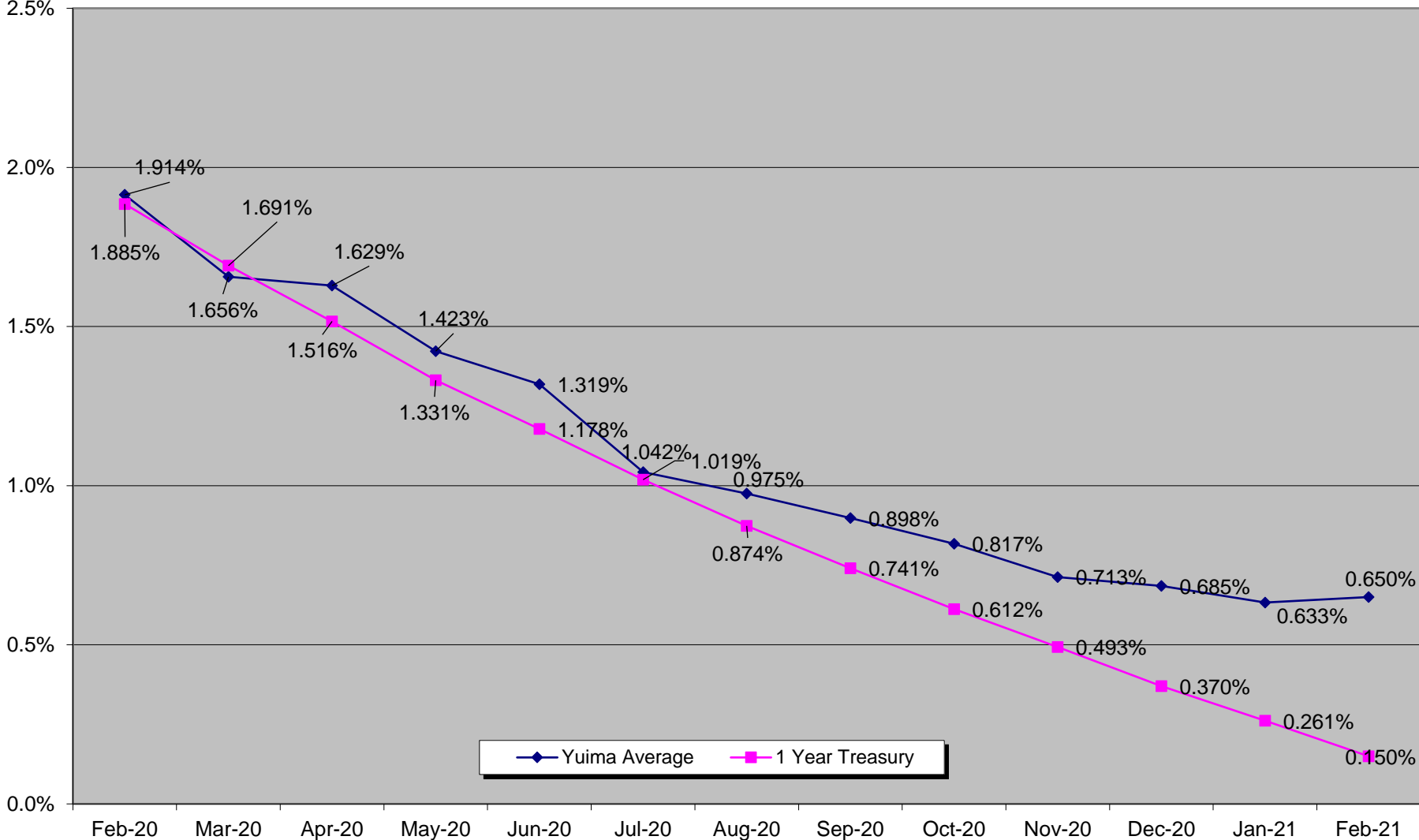
February 28, 2021

\$5,638,854.66



Aggregate Yuima Portfolio Yield

February 2020 - February 2021





State of California Pooled Money Investment Account Market Valuation 2/28/2021

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 43,170,201,363.08	\$ 43,190,546,500.00	NA
Notes	\$ 29,845,413,644.53	\$ 30,012,425,500.00	\$ 71,053,930.50
Federal Agency:			
SBA	\$ 438,808,221.44	\$ 434,764,905.88	\$ 186,739.08
MBS-REMICs	\$ 11,772,067.72	\$ 12,358,396.60	\$ 54,637.34
Debentures	\$ 3,874,852,220.39	\$ 3,883,257,390.00	\$ 5,268,175.41
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 600,000,000.00	\$ 598,742,000.00	\$ 197,056.00
Discount Notes	\$ 14,075,433,660.81	\$ 14,081,053,680.00	NA
Supranational Debentures	\$ 770,582,759.62	\$ 769,064,950.00	\$ 2,562,773.75
Supranational Debentures FR	\$ 200,109,832.56	\$ 200,141,474.18	\$ 86,720.84
CDs and YCDs FR	\$ 300,000,000.00	\$ 300,069,000.00	\$ 150,943.19
Bank Notes	\$ -	\$ -	\$ -
CDs and YCDs	\$ 15,150,000,000.00	\$ 15,149,230,774.92	\$ 7,307,291.66
Commercial Paper	\$ 10,342,429,152.73	\$ 10,345,923,180.54	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ 14,966,250.00	\$ 14,787,750.00	\$ 6,708.30
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 4,229,500,000.00	\$ 4,229,500,000.00	NA
PMIA & GF Loans	\$ 693,695,000.00	\$ 693,695,000.00	NA
TOTAL	\$ 123,717,764,172.88	\$ 123,915,560,502.12	\$ 86,874,976.07

Fair Value Including Accrued Interest \$ 124,002,435,478.19

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



PMIA/LAIF Performance Report as of 03/03/21



PMIA Average Monthly Effective Yields⁽¹⁾

Feb	0.407
Jan	0.458
Dec	0.540

Quarterly Performance Quarter Ended 12/31/20

LAIF Apportionment Rate ⁽²⁾ :	0.63
LAIF Earnings Ratio ⁽²⁾ :	0.00001719170547343
LAIF Fair Value Factor ⁽¹⁾ :	1.002271318
PMIA Daily ⁽¹⁾ :	0.49%
PMIA Quarter to Date ⁽¹⁾ :	0.58%
PMIA Average Life ⁽¹⁾ :	165

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 01/31/21 \$124.0 billion

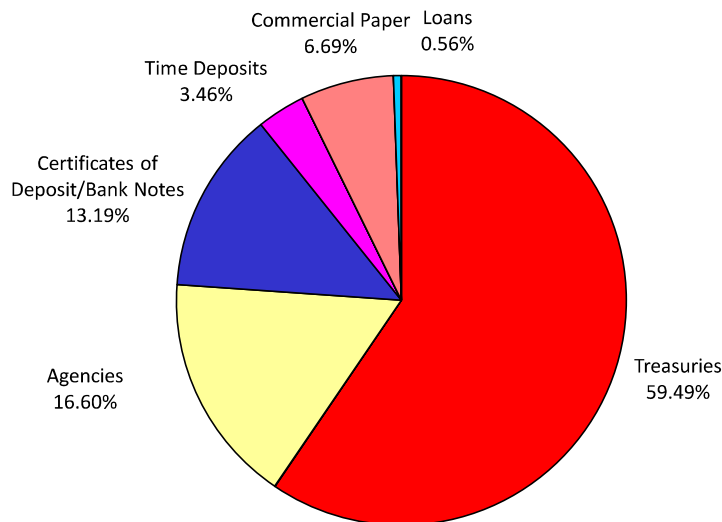


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

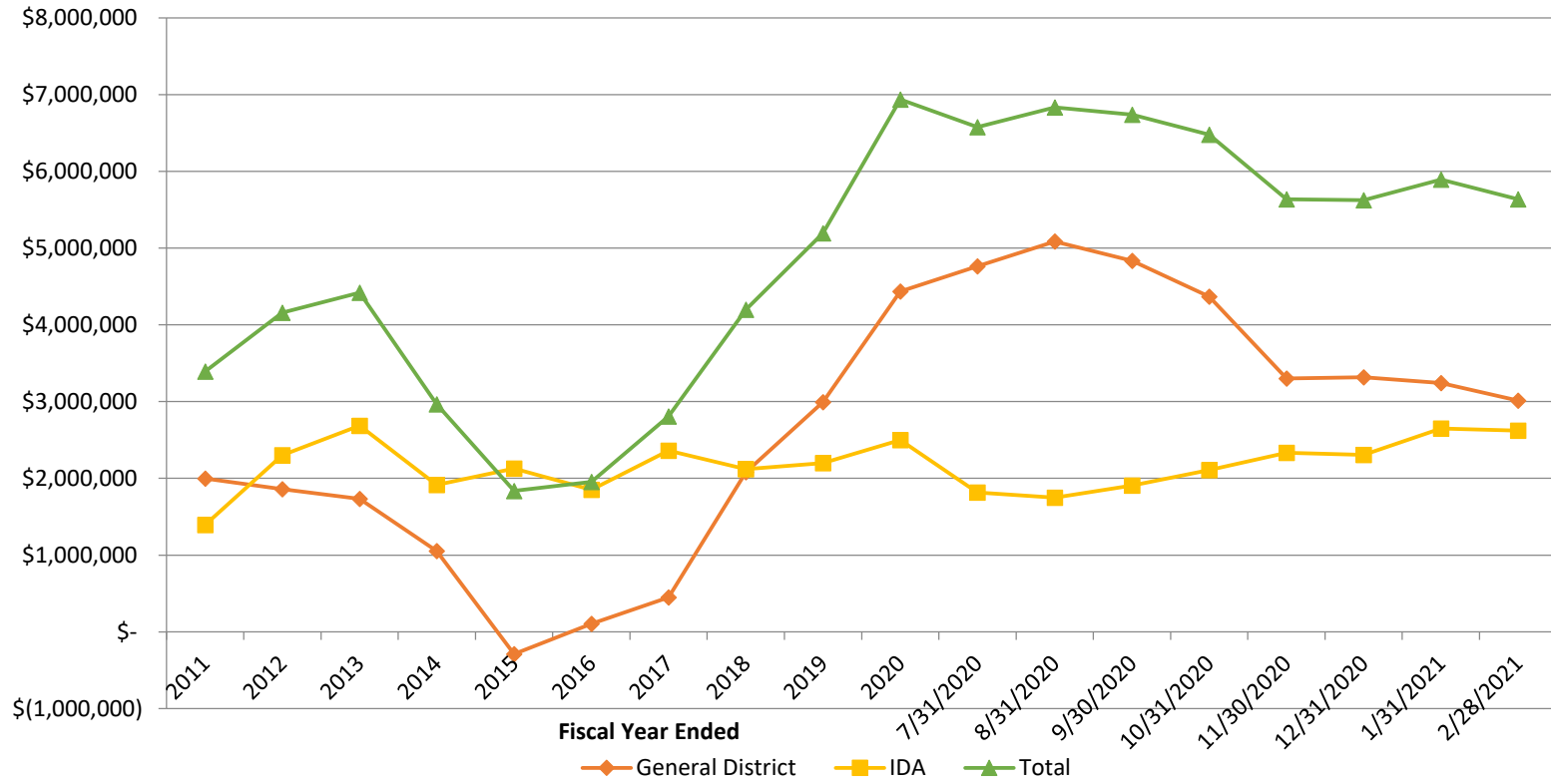
Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

Cash Position



RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF YUIMA MUNICIPAL WATER DISTRICT
APPROVING AMENDED AGREEMENT FOR RECORD KEEPING
AND SECRETARIAL SERVICES FOR THE
UPPER SAN LUIS REY WATERSHED AUTHORITY
AND RECINDING RESOLUTION NO. 1827-19**

RESOLVED, that the Agreement for Water Service and Management Contract dated April 1, 2021 between YUIMA MUNICIPAL WATER DISTRICT and UPPER SAN LUIS REY WATERSHED AUTHORITY, a copy of which is attached hereto, is hereby approved and the President, or Vice-President, of the District is hereby authorized and directed to execute said Agreement for and on behalf of this District.

PASSED AND ADOPTED at the regular adjourned meeting of the Board of Directors of the Yuima Municipal Water District held on March 22, 2021 by the following roll-call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Roland Simpson, President

ATTEST:

Don Broomell, Secretary/Treasurer

AGREEMENT FOR RECORD KEEPING AND SECRETARIAL SERVICES UPPER SAN LUIS REY WATERSHED AUTHORITY

THIS AGREEMENT is made March 22, 2021 between YUIMA MUNICIPAL WATER DISTRICT ("YUIMA") and UPPER SAN LUIS REY WATERSHED AUTHORITY ("USLRWA") in view of the following facts:

- (a) YUIMA maintains an office and administrative personnel suitable for handling bank deposits, record keeping and secretarial services.
- (b) USLRWA has a need for such services and does not have the necessary personnel to provide such services for itself.
- (c) The purpose of this Agreement is to establish conditions under which YUIMA will perform certain services for USLRWA.

IT IS, THEREFORE, AGREED as follows:

1. Commencing April 1, 2021 YUIMA agrees to perform the following services for USLRWA:
 - (a) Collect such sums as may be paid to USLRWA from the member agencies and deposit all such collections to USLRWA'S name in the bank account or accounts regularly maintained by USLRWA.
 - (b) Report quarterly to USLRWA the amounts so collected and deposited.
 - (c) Post cash receipts and disbursements to the general ledger of USLRWA.
2. YUIMA consents that its manager or other supervisory personnel may, if desired by USLRWA, serve as USLRWA's assistant secretary and perform all the usual duties of such office.
3. YUIMA, under this Agreement, shall furnish and provide the necessary office facilities including telephone, business machines, supplies and postage as might be reasonably required and may provide a meeting place for USLRWA's board of directors. USLRWA agrees to pay YUIMA for its services **for the period covering April 1, 2021 to June 30, 2021 the sum of One Hundred Twenty-Five Dollars and zero cents (\$125.00), per month in advance.**

If additional record keeping or secretarial services beyond those described in the attached schedule are requested by USLRWA, YUIMA to the extent that YUIMA has personnel available may provide such services at the rate of \$35.12 per hour during YUIMA's normal working hours and at the rate of \$47.81 per hour for services performed outside of YUIMA's normal working hours, plus twenty-five percent (25%) of the sum of all the above amounts for District's overhead and general administrative expense.

If the amounts provided for in this section are, in the opinion of YUIMA, insufficient or, in the opinion of USLRWA, excessive, either party may, on thirty days' notice to the other, propose adjustments to YUIMA's compensation. In no event shall the amount paid YUIMA under this paragraph be so reduced that YUIMA's duties hereunder result in a burden on YUIMA's general funds which is not reimbursed by USLRWA.

4. This Agreement may be terminated by either party upon giving at least three (3) months' written notice of such termination to the other.

5. To the fullest extent permitted by law the parties mutually agree to indemnify, defend and hold harmless each other from any claims, demands, costs, penalties, fines or damages (including reasonable attorney's fees and costs of investigation), arising out of this Agreement, and attributable to the fault of the other party. Following a determination of a percentage of fault or liability by agreement of the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized officer.

UPPER SAN LUIS REY WATERSHED
AUTHORITY

YUIMA MUNICIPAL WATER DISTRICT

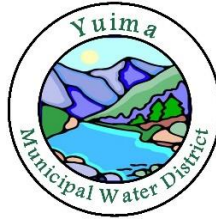
By _____
Enrico Ferro, President

By _____
Roland Simpson, President

UPPER SAN LUIS REY WATERSHED AUTHORITY RECORD KEEPING
AND SECRETARIAL SERVICES AGREEMENT BREAKDOWN
2020-21

	2020-21	PROJECTED
OFFICE FACILITIES	\$ 235.68	\$
Storage & scanning of company records, telephone, office supplies, business machines		
 LABOR		
Bookkeeping & Secretarial Services including computer time, correspondence, bank reconciliation, posting journals and general ledger, preparation of monthly cash statement, pay invoices, telephone, set up for board meetings, board meeting agendas, minutes and resolutions.	1264.32	
3.00 hours/month (36 hours/year)		
 OTHER		
Photo copies & postage for board packets and company correspondence		
 TOTAL ANNUAL COST	\$ 1500.00	\$
 TOTAL MONTHLY COST	\$ 125.00	\$

III.
ACTION & DISCUSSION



March 22, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Setting a Public Hearing for Water Availability Charge for the 2021/22 Fiscal Year.

BACKGROUND

The District collects a Water Availability fee through a Fixed Charge Special Assessment. This fee is based on a \$10 per acre fee that is collected through each parcel property tax. The estimated revenue for the 2021/22 Water Availability fee is \$94,472. Although this is an annual fee the District must hold a public hearing each year and notify the public. This resolution is to set the time and place of the public hearing.

RECOMMENDATION

That should the Board agree, they approve the Resolution as presented and cause a Notice of Public Hearing to be placed in the local paper.

SUBMITTED BY:

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

**Amy Reeh
General Manager**

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
YUIMA MUNICIPAL WATER DISTRICT
SETTING FORTH A SCHEDULE OF WATER AVAILABILITY
CHARGES PROPOSED TO BE ESTABLISHED FOR
THE DISTRICT (2021-2022) AND FIXING TIME AND
PLACE OF HEARING AND GIVING NOTICE OF HEARING**

WHEREAS, the Yuima Municipal Water District has heretofore been duly and regularly formed; and

WHEREAS, water is available to lands within the District through water systems which benefit all lands lying within District; and

WHEREAS, Section 71630 et seq. of the California Water Code authorizes the Board of Directors of a municipal water district to establish water availability charges whether the water is actually used or not; and

WHEREAS, matters relative to the financial requirements of said water systems have been presented to and considered by the Board of Directors; and

WHEREAS, matters have been presented to and considered by the Board of Directors relating to land use, water use and water availability within the District; and

WHEREAS, it is determined to be in the best interests of the inhabitants, landowners, water consumers and taxpayers of the District that a water availability charge be fixed for land lying within the District; and

WHEREAS, the area upon which the standby assessment or availability charge shall be levied shall be determined on the basis of the number of acres assessed to

each owner of land within the District, excluding only publicly owned and dedicated rights-of-way.

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

1. The recitals set forth hereinabove are true.
2. The proposed water availability charge for Fiscal Year 2021-2022 is ten dollars (\$10.00) per acre but not less than ten dollars (\$10.00) per parcel for all land within the District.
3. The water availability charge shall be fixed in the amounts hereinafter set forth for parcels of land as shown upon the Assessment Roll of the County Assessor of San Diego County and payable by the property owner thereof. The schedule of water availability charges proposed to be established are as set forth on the "Yuima Municipal Water District Schedule of Water Availability Charges" which is on file with the Secretary of the Yuima Municipal Water District. Said schedule sets forth name of the owner, address, assessor's parcel number, and proposed availability charge for each parcel of real property located within the District. Said schedule, (which is incorporated herein by reference), may be examined at any time during office hours at the Office of the District, Telephone No. (760) 742-3704.
4. Said charges shall be collected in the same form and manner as County Taxes are collected and shall be paid to the District, unless deferred in accordance with Res. No. 742-99.

5. That a hearing before the Board of Directors of Yuima Municipal Water District shall be held at 2:10 p.m. on April 26, 2021 at the office of the District 34928 Valley Center Road, Pauma Valley, California, for the purpose of considering the adoption of an ordinance which will fix and establish said water availability charge.

6. That the Secretary cause notice of the time and place of said hearing to be published in a newspaper of general circulation, published and circulated within said District, once a week for two successive weeks prior to said hearing.

7. The Secretary shall, in accordance with Section 71638.3 of the California Water Code, cause written notice of said hearing to be mailed, prior to said hearing, to the owner of any affected property which has changed ownership since the last availability charge was fixed. The notices provided by this paragraph shall be mailed to said persons at the addresses listed and shown by the last available assessment roll of the County Assessor of San Diego County.

8. That any owner of property within the District may appear and present objections or protests at said hearing or may file with the Secretary of the District, at any time prior to the hour set for said hearing, a written objection or protest to the proposed water availability charge.

PASSED AND ADOPTED at a Regular Adjourned Meeting of the Board of Directors of Yuima Municipal Water District held on the 22nd day of March 2021 by the following roll-call vote:

AYES:
NOES:

ABSTAIN:
ABSENT:

Roland Simpson, President

ATTEST:

Don Broomell, Secretary/Treasurer

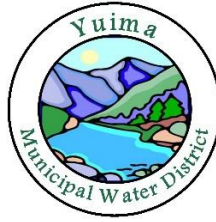
**NOTICE TO ALL PROPERTY OWNERS WITHIN
YUIMA MUNICIPAL WATER DISTRICT**

You are hereby notified that the Board of Directors of Yuima Municipal Water District proposes to levy a water availability charge for the fiscal year 2021-22 on all parcels of land within the District to which water is made available by the District. The proposed charge is \$10.00 per acre but not less than \$10.00 per parcel and will be used for capital improvement only to improve water resources and delivery capability. The charge shall be collected in the same manner (via your county tax bill) as County Taxes are collected, unless deferred in accordance with Resolution No. 742-99. This is the same charge established last year and the basis for the charge has not changed.

The proposed ordinance and schedule of charges may be examined at any time during office hours at the office of the District, 34928 Valley Center Road, Pauma Valley, California – Telephone No. (760) 742-3704.

A public hearing on the proposed ordinance and schedule of charge will be held on Monday, April 26, 2021 beginning at 2:10 p.m. at the office of the District, 34928 Valley Center Road, Pauma Valley, California. Any owner of property within the District may appear and present objections or protests or may file with the Secretary of the District, at any time prior to the hour set for the hearing, written protests or objections to the proposed water availability charge.

Board of Directors
Yuima Municipal Water District



March 22, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Standardized Agreement for Water Use and Development (Well Agreement)

BACKGROUND

Currently, the District requires all Well Agreements to be approved by the Board of Directors on an individual basis. The ever-increasing fees and charges associated with the purchase of imported water requires the District to try and shift more of its water resources from imported to local. In an effort to make the process of drilling a well more simply and expeditious, staff is requesting that the Board authorize the General Manager to enter into well agreements as long as all of the conditions indicated within the agreement are met.

A revised agreement has been included for your review and consideration.

RECOMMENDATION

That should the Board agree, they authorize the General Manager to process and enter into future well agreements.

SUBMITTED BY:

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

**Amy Reeh
General Manager**

RECORDING REQUESTED BY and
When Recorded Return to:

Yuima Municipal Water District
Post Office Box 177
Pauma Valley, California 92061-0177

No Fee – Public Agency
Affects Assessor’s Parcel No:

**AGREEMENT CONCERNING
USE AND DEVELOPMENT OF WATER**

This Agreement Concerning Use and Development of Water (this “Agreement”) is entered into as of _____, between _____ (“Owner”) and Yuima Municipal Water District (“Yuima” or “District”) (Owner and Yuima are sometimes collectively referred to as “Parties” or individually as a “Party”) in view of the following facts:

RECITALS

A. Yuima, as successor to the Palomar Mutual Water Company, has the sole, exclusive and irrevocable right to develop, produce, divert, and control all waters appurtenant to or belonging to certain real property in San Diego County, California known as the Rincon Ranch as described in an agreement dated February 11, 1948, between Rossmoyne Village, Inc. and Palomar Mutual Water Company filed for record in the Office of the San Diego County Recorder on February 17, 1948, as Document No. 16140 ("Rossmoyne Agreement"). Said real property is now included within the boundaries of Yuima's Improvement District A (“ID-A”).

B. Owners are the owners of San Diego County Assessor’s Parcel Number _____ consisting of _____ acres and Assessor’s Parcel Number _____ consisting of _____ acres (“Parcels”) . The said Parcels were part of the Rincon Ranch when the Rossmoyne Agreement was executed, lies entirely within ID-A, and is subject to the Rossmoyne Agreement and all modifications thereof.

C. Since 1948, Yuima and its predecessor, Palomar Mutual Water Company, have developed, produced, and used the waters described in the Rossmoyne Agreement in accordance with the Rossmoyne Agreement and subsequent modifications thereof under duly adopted and reasonable ordinances and rules and regulations and under prudent operating practices and limitations.

D. Included in said ordinances and rules and regulations are provisions that (a) no lands within ID-A shall be entitled to water service without the payment of special connection charges; (b)

lands within ID-A are subject to annual per acre water availability charges; (c) parcels of land under separate ownership are to be served by separate meters; and (d) limit meter sizes.

E. As of the date hereof, special connection charges have been paid for and Yuima provides water service to Owner's Parcels as follows:

Assessor's Parcel No. _____

F. Owner has requested permission from Yuima to drill, install, maintain, and operate a well to serve the acres of Owner's Parcel for which special connection charges have been paid. Yuima is willing to give said consent only under the terms of this Agreement. This Agreement is made by Yuima only after determining that such well, when operated in accordance with this Agreement to serve only the number of acres of Owner's Parcel for which special connection charges have been paid, does not unreasonably interfere with Yuima's obligation to provide water to other lands or with its proper management of its available water resources. This Agreement *shall not*:

- a. be construed in a way to entitle the Parcels to irrigate more than the number of acres for which special connection charges have been paid or to permit the drilling, maintenance or operation of other wells or surface diversions on any other portion of the Rincon Ranch except as provided under separate written agreement with Yuima;
- b. be considered as a precedent with respect to any other lands; or
- c. prevent Yuima, directly or indirectly, from drilling, maintaining, or operating wells or surface water diversion systems on any portion of the Rincon Ranch, including Owner's Parcel.

G. Yuima purchases water from the San Diego County Water Authority ("SDCWA"), which has the power through pricing and otherwise to effectively require Yuima to impose water use restrictions and excess water use charges on all lands entitled to receive water from Yuima.

TERMS

IT IS, THEREFORE, AGREED as follows:

1. Incorporation of Recitals.

The foregoing recitals are true and correct and are incorporated herein.

2. Consent to Installation and Operation of Wells located at GPS locations as follows.

WGS Decimal Degrees –

- a. So long as all of the provisions hereof are fully complied with and for the term hereof, Yuima consents to Owners installing, operating, and maintaining a single well at a site on Owners' Parcel which is within the area approved by Yuima as indicated on the map attached hereto as Exhibit A, for the sole purpose of developing local water for the Parcel. This well will be considered a non-potable source of water and will be used for agriculture irrigation purposes only. The consent given by this Agreement will expire if Owners have not completed construction of a well pursuant hereto within 120 days of the execution of this Agreement.
- b. Owners agree not to construct or operate any additional wells or surface diversions on any of Owners' Parcels without the prior written consent of Yuima.
- c. Owners further agree to share with Yuima all well development, construction, production and operation and maintenance information for said well for as long as this agreement is in effect. Owners shall allow Yuima to inspect all their records relating to said well upon reasonable notice from Yuima.

3. Required Equipment in Connection with Wells.

Upon completion of the well authorized by this agreement, Owners, at Owners' sole cost and expense, shall install:

- a. A Yuima approved back-flow prevention device on the customer side of Yuima's meter serving the Parcel, which Owners shall operate and maintain in good working order at Owners' sole cost and expense for so long as the well is being used.
- b. A Yuima approved meter on the well. Such meter shall be adequately sized to measure within 5% accuracy all quantities of water pumped from the well and shall be supplied, maintained and installed by the district.

4. Charges Payable to Yuima.

Owners shall pay Yuima a quantity charge for all water pumped from wells on the Parcels equal to fifty percent (50%) of Yuima's Board approved base quantity (water) rate in effect at the time water is pumped; which is subject to change. Owners shall also pay Yuima one hundred percent (100%) of any minimum or monthly meter charges, excess water or similar charges, and other fees and charges in effect from time to time for the size meters installed on said wells. The Parties agree that the fifty percent reduction from the base quantity rates charged to other water users is a reasonable amount to compensate the Owners of the Parcels, or any divisions thereof, for the cost of maintaining, operating, and periodically replacing any well now and in the future irrespective of the actual costs thereof.

5. Yuima's Ordinances, Rules, and Regulations.

Except for the base *quantity* (water) rate reduction, all of Yuima's ordinances, rules, and regulations in effect from time to time, including but not limited to those providing for fees and charges and water use restrictions, shall apply to Owners, to the Parcel, and to water service through the well meters referred to in this Agreement.

6. Compliance with All Applicable Health Standards.

For so long as any water is being taken from any well pursuant to this Agreement, Owners shall, at the sole cost and expense of Owners and of the owners of the Parcels or any divisions thereof that are served by such well, operate and maintain such well in accordance with all applicable health standards and assure that all water produced by such well is used only in accordance with all applicable health standards.

7. Water Use Contingent upon Compliance with Ordinances and Payment of Fees.

Except as provided by this Agreement, and for reasonable quantities of water extracted in the normal course of construction and testing of the well that are authorized by this Agreement, no portions of or acres on the Parcels may be irrigated or otherwise utilize water for any purpose, whether through Yuima meters or from the well, unless permitted under Yuima's ordinances in effect from time to time and unless all applicable fees and charges, including but not limited to special connection charges at rates in effect at the time any application for service is granted, have been paid.

8. Attribution of Well Water to Regular Yuima Meter Servicing the Parcel.

The quantity of water served through the Well meter will be considered to be water supplied by Yuima for the purpose of determining base water amounts, water credits, and excess water charges under Yuima's Ordinance No. 97-08, or any subsequent modification or substitution of said Ordinance or similar water conservation measures hereinafter enacted. Therefore, Owner shall, before operating the Well, designate the portion of water from the Well to be attributed to each of Yuima's regular meters serving the Parcel. Provided, however, that for water use periods during which water produced locally is not included in determining Yuima's allocation for surcharges or similar charges by the Water Authority, water served through the Well meter shall not be attributed to any of Yuima's regular meters for the purpose of determining excess water or similar charges. Since water served from the Well will result in a reduction in the amount of water otherwise purchased from Yuima, none of Yuima's meters serving the Parcel will receive any credits for reduced water use from and after the time the Well is activated.

9. Map of Water System on the Parcel.

Before using the well on the Parcel, Owners shall file with Yuima an accurate map of Owners' property which shows:

- a. the boundaries of each of the Parcel to be served;
- b. the entire water system located on the Parcel;
- c. all irrigated land located on the Parcel, including a statement of the number of acres irrigated on the Parcel; and
- d. the specific acres on this Parcel, including a statement of the number of acres on the Parcel, which are entitled to receive service under this Agreement.

Owners shall promptly report to Yuima any changes to any of the above-described features, and shall have a continuing obligation to provide Yuima with an accurate, updated map or maps showing all of the above features.

10. Change of Ownership and/or Division of Parcel.

In the event of division or transfer of the parcel the well developed in accordance with this Agreement may deliver water to both Parcels as long as they are under single ownership. Should they come under separate ownership, however, this Agreement will apply to the Parcel on which the well is located. The other Parcel will in effect have no water available to service any improvements that have been made on said parcel. The same shall apply to any division of any of the Parcels. The Parcels shall be jointly and severally liable for all of the obligations hereunder. All parcels under separate ownership shall be served by separate Yuima meters of appropriate size and no interconnection between parcels under separate ownership shall exist. Parcels shall be jointly and severally liable for all of the obligations hereunder.

11. Inspection of Parcels.

Yuima reserves the right to itself and to its agents, servants and employees to enter upon any of the Parcel at any and all reasonable times, upon reasonable advance notice, for the purpose of inspecting the same.

12. Disposition and Use of Excess Water Production.

In the event that the well constructed and operated under this agreement shall have the capacity to produce water in excess of the amounts which the Owner is entitled to use, Owner shall restrict the flow from the well to no more than the amount Owner is entitled to use based upon purchased Special Connection fees as provided above and by ordinance;

PROVIDED, that Owner shall be permitted to produce and deliver to Yuima, and to no other party, water from the subject well upon mutually agreeable terms.

13. Term

This Agreement shall terminate on _____, and unless Yuima elects to take over the well pursuant to the following section, all wells located on any of the Parcels shall thereupon be capped and all service therefrom discontinued. This Agreement may be renewed by Owners by giving notice to Yuima not less than 90 days prior to its termination, for an additional ten (10) years. After the first ten (10) year renewal exercised by Owners, Owners may renew this Agreement for additional successive ten (10) year terms by giving notice to Yuima not less than 90 days prior to the end of each such term.

Owners may terminate this Agreement at any time by

- a. giving Yuima sixty (60) days written notice;
- b. unless Yuima elects to take over operation of the wells, capping or destroying all wells, at owner's expense, located on any of the Parcels;
- c. discontinuing all service from all wells located on any of the Parcels; and
- d. executing and delivering to Yuima an appropriate notice and acknowledgment, in a form which is suitable for recording in the office of the San Diego County Recorder, which states:
 - i. that this Agreement has been terminated and the date of said termination,
 - ii. unless Yuima has elected to take over operation of the wells, that all wells located on any of the Parcels have been capped or destroyed at owner's expense and will not be reactivated, and
 - iii. except to the extent that Yuima has taken over operation of the wells, that all service from all wells located on any of the Parcels has been discontinued.

14. Operation of Wells by Yuima.

Upon the expiration of the term of this Agreement or the election by Owners to terminate this Agreement, Yuima may, in its sole discretion, take over the ownership and operation of any or all of the wells constructed and operated by Owners pursuant to this Agreement. Yuima shall give notice to Owners of its election to take over operation of said wells prior to the expiration of this Agreement if Owners do not give timely notice of their intent to extend it, or within 60 days of receiving notice of Owners' intent to terminate this

Agreement. Any and all wells which Yuima elects to take over pursuant to this section shall, upon Yuima giving notice of said election, become the property of Yuima.

15. Compliance with Laws.

Owners shall, at the sole cost and expense of Owners, be solely and completely responsible for observing all laws relating to the construction and use of the well described herein.

16. Owners' Default.

- a. Any of the following events shall be deemed a default and breach of this Agreement by or on the part of Owners and any and all persons claiming under or through Owners, and shall, at the option of Yuima, terminate this Agreement:
 - i. Failure to pay for water produced from any well which is the subject of this Agreement when due, and continuation of such default for a period of ten (10) days after notice has been given;
 - ii. Default in the observance or performance of any other term, covenant, or condition of this Agreement to be observed or performed by Owners and continuation of such default for a period of thirty (30) days after written notice from Yuima specifying such default; provided, however, that if such default is not curable within thirty (30) days, and Owners shall be exerting Owners' best efforts to cure the same, the time hereunder shall be extended for a reasonable time for the curing of such default.
 - iii. Either (i) the appointment of a receiver to take possession of all or substantially all of the assets of Owners, which receiver is not discharged within thirty (30) days after such appointment; or (ii) a general assignment by Owners for the benefit of creditors; or (iii) any action taken or suffered by Owners under any insolvency or bankruptcy act which is not discharged within thirty (30) days.
- b. Yuima's rights and remedies for Owners' breach of this Agreement are in the alternative and are cumulative to the extent permitted by the laws of California. The exercise of one right or remedy by Yuima shall not impair its right to any other remedy.
- c. Although Owners may have breached this Agreement, this Agreement shall continue in effect for so long as Yuima does not

terminate Owners' rights under this Agreement, and Yuima, until termination, may enforce all its rights and remedies under the Agreement, including the right to recover payments for water used as they become due hereunder.

- d. Acceptance of payments or other consideration by Yuima or its agents shall not constitute a waiver by Yuima of any breach by Owners of any covenant or agreement, nor shall it affect the right of Yuima to redress for a breach of a condition. The waiver by Yuima of any breach shall not operate to extinguish the covenant or condition nor shall it be deemed to be a waiver by Yuima of its right to declare a forfeiture or termination of the Agreement for any subsequent or continuing breach thereof. Nothing herein contained shall affect the right of Yuima to indemnification for liability arising prior to the termination of the Agreement for personal injuries or property damages.

17. Recordation of Agreement.

The Parties intend that the provisions of this Agreement shall be appurtenant to and run with the Parcel, in favor of the lands which comprise the Rincon Ranch as described in the Rossmoyne Agreement. The district will record this Agreement in the Office of the San Diego County Recorder.

18. Successors and Assigns.

This Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto, except that upon any division of the Parcel, the obligations with respect to the maintenance and operation of any well located thereon shall apply to the parcel or parcels to be served therefrom, provided that an appropriate notice and acknowledgment of said parcels' obligations is filed with Yuima and the San Diego County Recorder. In the absence of the filing of such a notice and acknowledgment, all of the Parcels shall be bound hereby.

19. Notices.

All notices required under this Agreement must be in writing and shall be effective when either personally delivered or when deposited in the United States Mail, postage prepaid, certified, and addressed to the respective Parties as follows, or at such other address as the Parties may designate from time to time:

To Yuima:

Yuima Municipal Water District
Amy Reeh
P.O. Box 177
34928 Valley Center Road
Pauma Valley, CA 92061-0177

To Owners:

Starbeam Ranch, LLC
C/O Robert Humason Jr.
P.O. Box 19579
Reno, NV 89511

20. Attorneys' Fees and Costs.

In the event of any dispute involving the interpretation or effect of this Agreement, or of any litigation, arbitration, or other action or proceeding for the interpretation, specific performance or damages for breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to all its reasonable attorneys' fees and costs (including those costs, such as expert witness fees, which are not ordinarily allowable by statute), in addition to other remedies. Said right to recover attorneys' fees and costs shall extend to any and all post-judgment or post-award proceedings, including without limitation proceedings on appeal, proceedings to confirm any arbitration award, and proceedings to enforce any judgment or award. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorneys' fees.

21. Governing Law.

This Agreement shall be interpreted and enforced under the laws of the State of California.

22. Jurisdiction and Venue.

The courts of the State of California shall have exclusive jurisdiction to resolve any dispute regarding this Agreement, and any action to enforce or interpret this Agreement or any portion thereof shall be commenced and prosecuted in the San Diego County Superior Court, exclusively.

23. No Waiver by Delay.

No delay or failure to exercise any right, power or remedy accruing upon the occurrence of any breach of this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach or default, or acquiescence therein, or in any similar breach thereafter occurring. Any waiver of any provision or

condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

24. Rights and Remedies Cumulative.

All rights and remedies of any Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

25. Severability of Unenforceable Provisions.

Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. In the event any such provision of this Agreement is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect. To the extent permitted by applicable law, the Parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

26. Entire Agreement.

This Agreement is the entire agreement between the Parties hereto with respect to the subject matters hereof and cannot be changed, modified, or amended except in writing approved by a resolution of the Board of Directors of Yuima.

IN WITNESS WHEREOF, the parties hereto, Owners and Yuima, have executed this Agreement Concerning Use and Development of Water as of the day and year first above written.

OWNERS:

By: _____

YUIMA:

YUIMA MUNICIPAL WATER DISTRICT

By: _____

Amy Reeh – General Manager

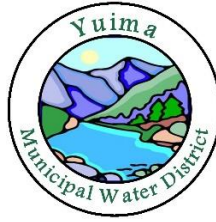
CONDITIONS OF USE AND DEVELOPMENT OF WATER

The following conditions must be met prior to the approval and entering into of this agreement or commencement of any drilling.

- Well Setback Distance: Proposed well site must be setback 2500 feet from any existing well in operation in the District Service Area.
- Well Permit with GPS Coordinates must be provided to the District.
- Parcel Map with marked well location must be provided to the District.
- A District Service Application and deposit for the well meter installation must be received by the District.
- Signed Well Agreement meeting all conditions referenced therein.
 - Well Agreement Term # 9 must be submitted with agreement.

The following must be provided after well drilling is completed.

- Well Completion Report from the contracted well drilling company.
- Completed District Well Data Sheet.



March 22, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Discussion of District's minimum well setback distance for new well development.

BACKGROUND

In 2009 District staff presented the Board with a map showing the existing wells in IDA and proposed that a moratorium on well agreements be established and that the District refrain from developing any wells that within 2500 feet of an existing well.

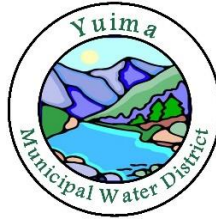
At the time of this determination there was not a hydrology or zone of influence study completed or any documentation used to determine the setback distance of 2500 feet would ensure existing wells (District and well agreement wells) were not affected. I have verified with the County of San Diego and the California Well Standards (Bulletin 74-81 & 74-90) that there is not a required or minimum well setback distance.

At this time there have been numerous requests for well agreements in locations that are less than 2500 feet of an existing well. District staff is requesting direction from the Board as to whether they would like to conduct a hydrology study to determine a accurate setback distance, reduce the current setback distance (with or without conditions should an existing well be impacted), or keep the existing setback distance.

SUBMITTED BY:

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

Amy Reeh
General Manager



March 22, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Determination of for one-time funds received from SDCWA

BACKGROUND

The San Diego County Water Authority prevailed in one of their lawsuits against Metropolitan Water District of Southern California. The lawsuit was over the overcharging of fees in the 2010-2012 fiscal years. This win resulted in a one-time payment to the District of \$98,1479.47

There has been much discussion among all member agencies as to what they will be doing with the one-time payment. Most of the 26 member agencies will either be using the funds for capital projects or putting it in their Rate Stabilization Fund to help offset future rate increases.

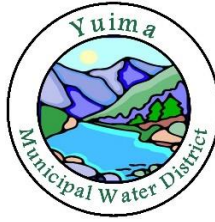
RECOMMENDATION

Due to the small amount of the one-time funds, District staff recommends putting the money into their Rate Stabilization Fund rather than using for a capital project.

SUBMITTED BY:

A handwritten signature in blue ink that reads "Amy Reeh". The signature is written in a cursive, flowing style.

**Amy Reeh
General Manager**



March 22, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Director Compensation

BACKGROUND

In 2017 the Board of Directors set the Director compensation at \$100 per Board meeting and \$50 per committee meeting.

I have attached a list of the current per diem amounts from other member agencies for your information. Yuima's per diem is comparable to the average.

RECOMMENDATION

Unless otherwise directed, there is no plan to change the Director per diem at this time.

SUBMITTED BY:

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

**Amy Reeh
General Manager**

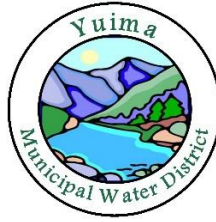
**BOARD OF DIRECTORS
PER DIEM COMPENSATION COMPARISON
JANUARY 2021**

	DISTRICT	2021
1	Carlsbad MWD	\$100.00
2	Eastern MWD	\$223.00
3	Elsinore Valley MWD	\$221.43
4	Encina Wastewater Authority	\$200.00
5	Fallbrook PUD	\$110.25*
6	Helix Water District	\$225.00
7	Lakeside Water District	\$125.00
8	Leucadia Wastewater	\$200.00
9	Olivenhain MWD	\$150.00
10	Otay Water District	\$152.00
11	Padre Dam MWD	\$145.00
12	Rainbow MWD	\$150.00
13	Ramona MWD	\$100.00
14	Rancho California Water District	\$200.00
15	Rincon Del Diablo MWD	\$160.00
16	SDCWA Directors/Officers	\$150/\$180
17	San Dieguito Water District	\$100.00
18	Santa Fe Irrigation District	\$150.00
19	South Bay Irrigation District	\$100.00
20	Sweetwater Authority	\$150.00
21	Vallecitos Water District	\$200.00
22	Valley Center MWD	\$100.00
23	Vista Irrigation District	\$200.00
24	Yuima MWD	\$100.00

Average Per Diem \$154.65

- FPUD Board considering increase to \$115.76 on 2/22/21

Did not respond to survey



March 22, 2021

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Authorize General Manager or President to execute the Final Joint Powers Authority Agreement for the GSA

BACKGROUND

Since the development of the Groundwater Sustainability Agency (GSA) the members have been developing a Joint Powers Authority (JPA) agreement. This agreement allows the GSA to become a public agency that is allowed to impose fees and levy taxes in order to implement and manage the Ground Water Sustainability Plan as well as obtain their own insurance and operate separately from Yuima and the other member agencies.

Attached is the final, executable draft of the JPA agreement for approval.

RECOMMENDATION

That, should the Board agree, they authorize the General Manager or the President to execute the document.

SUBMITTED BY:

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

Amy Reeh
General Manager

JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE UPPER SAN LUIS

REY GROUNDWATER MANAGEMENT AUTHORITY (USLRGMA)

THIS AGREEMENT is entered into and effective this ___ day of _____, 2021 (“Effective Date”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“JPA Act”) by and among the Members listed in Exhibit A attached hereto and incorporated herein.

RECITALS

A. WHEREAS, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act,” or “SGMA.” Governor Brown signed the legislation on September 16, 2014, and it became effective on January 1, 2015; and

B. WHEREAS, on June 27, 2017, the Parties to that agreement entitled the Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin (“2017 MOU”) approved the 2017 MOU and agreed to work together cooperatively in order to facilitate the preparation of a groundwater sustainability plan (“GSP”) per the timelines and in accordance with the requirements of SGMA; and

C. WHEREAS, the 2017 MOU was submitted to the California Department of Water Resources (“DWR”) and was subsequently accepted by DWR as creating a Groundwater Sustainability Agency (“GSA”) for the Pauma Valley Subbasin of the San Luis Rey Valley Groundwater Basin (“SLR Basin” or “Basin”), which GSA would be managed by the Parties according to the 2017 MOU; and

D. WHEREAS, the County of San Diego (“County”) was initially assigned the lead role in preparing the GSP per the 2017 MOU with primary responsibility for developing and obtaining approval of the GSP on or before the January 31, 2022; and

E. WHEREAS, in September 2019, the Governor signed SB 779, which divided the SLR Basin into an upper and lower subbasin divided at the east line of Range 3 West, San Bernardino Meridian. The portion of the SLR Basin to the west of the dividing line is now known as the Lower San Luis Rey Valley Groundwater Subbasin, and the portion of the SLR Basin to the east of the dividing line is now known as the Upper San Luis Rey Valley Groundwater Subbasin (hereinafter, the “Subbasin”); and

F. WHEREAS, DWR has indicated that the 2017 MOU is currently the operative GSA governance document for the portions of the Subbasin described in the 2017 MOU; and

G. WHEREAS, the County formally withdrew from the 2017 MOU on November 18, 2018 and communicated such withdrawal to DWR per SGMA on January 23, 2019; and

H. WHEREAS, on May 1, 2020, DWR determined that the Lower San Luis Rey Valley Groundwater Subbasin is a very low priority basin because of a prior determination by the State Water Resources Control Board (“SWRCB”) that the portions of the SLR Basin below Frey Creek are a

subterranean stream and therefore directly managed by the SWRCB under its water rights permitting authority; and

I. WHEREAS, on May 1, 2020, DWR confirmed that the Subbasin continues to be a medium priority groundwater basin that must develop and submit for DWR approval a GSP on or before January 31, 2022 and achieve sustainable groundwater management within the Subbasin on or before 2042.

J. WHEREAS, the 2017 MOU allows for the remaining parties to the MOU to continue functioning as a GSA and to develop a GSP for the SLR Basin after the withdrawal of one or more parties to the MOU, and further states that the withdrawal of a Party to the 2017 MOU shall not affect the binding nature of the MOU nor rights/obligations of the other Parties to the 2017 MOU; and

K. WHEREAS, the 2017 MOU provides that it may be amended by written instrument duly signed and executed by all Parties, and Section X.1 of the 2017 MOU states that the Parties to the MOU will consider amending the 2017 MOU to form a Joint Powers Authority before the GSP is submitted to DWR in January 2022; and

L. WHEREAS, the remaining Parties to the 2017 MOU after the County's withdrawal—specifically Yuima Municipal Water District (“Yuima”), Pauma Valley Community Services District, and the Upper San Luis Rey Resource Conservation District—amended the 2017 MOU in or about June 2020 to, among other things, reorganize and reconstitute the Executive Team of the GSA, and designate Yuima as taking the lead role in contracting for, and managing, the development of a GSP for the Subbasin; and

M. WHEREAS, Yuima, with the concurrence of the Executive Team, awarded a contract for GSP preparation in July 2020, thereby facilitating outreach to a wide array of Subbasin stakeholders regarding the SGMA and GSP development process, and resulting in substantial feedback to Yuima and the other Parties to the 2017 MOU; and

N. WHEREAS, after receiving feedback from interested persons within the Subbasin, the Parties to the 2017 MOU determined that sustainable and equitable groundwater management decisions within the Subbasin can best be accomplished by changing the governance structure of the GSA to that of a joint powers authority (“JPA”) and allowing other eligible SGMA “local agencies” to become Members of an Authority that, after formation and compliance with SGMA notification procedures, will replace the GSA governance structure established under the 2017 MOU and thereafter serve as the GSA for the Subbasin; and

O. WHEREAS, each of the Members listed in Exhibit “A” is individually authorized and eligible to become a GSA per SGMA; and

P. WHEREAS, the Members desire, through this Agreement, to form the Upper San Luis Rey Groundwater Management Authority (“USLRGMA” or “Authority”), a JPA and separate legal entity, for the purpose of, among other things, serving as the GSA for the Subbasin and

Q. WHEREAS, the mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to ensure compliance with SGMA within the Subbasin; and

R. WHEREAS, the Authority will serve a coordinating, administrative and implementing

role in order to provide for sustainable groundwater management of the Subbasin. Each of the Members will coordinate with the Authority to carry out the finally approved Groundwater Sustainability Plan, within each of their respective jurisdictional areas; and

S. WHEREAS, this Agreement shall form the Authority, which shall be the GSA for purposes of carrying out SGMA in the Subbasin, and which shall have such other powers as designated herein and those set forth in SGMA, except as expressly described herein.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- (a) “Agreement” shall mean this Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority.
- (b) “At Large Directors” shall mean the individual Director of the Authority Board who are appointed pursuant to Section 4.1, below.
- (c) “Authority” shall mean the Upper San Luis Rey Groundwater Management Authority established by this Agreement.
- (d) “Board of Directors” or “Board” shall mean the governing body formed to implement this Agreement as established herein, and “Director” or “Directors” shall mean the individuals appointed to the Board per Section 4.1.
- (e) “DWR” shall mean the California Department of Water Resources.
- (f) “Effective Date” shall be the date when this Agreement is approved and executed by all Members.
- (g) “Groundwater Sustainability Agency” or “GSA” shall have the definition set forth in SGMA, as applied to the Subbasin.
- (h) “Groundwater Sustainability Plan” or “GSP” shall have the definition set forth in SGMA.
- (i) “JPA Act” shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*
- (j) “Members” shall mean any of the signatories to this Agreement, and “Members” shall mean all of the signatories to this Agreement, collectively. Each of the Members to the Agreement, as listed in Exhibit “A,” is authorized to individually become a Groundwater Sustainability Agency per SGMA within its respective service area.
- (k) “Subbasin” shall mean, for purpose of this Agreement, the Upper San Luis Rey Valley Groundwater Subbasin identified as that portion of the Basin east of the east line of the western boundary of Section 6, Range 2 West, Township 10 South, San Bernardino Meridian, as such Subbasin boundaries

may be modified from time to time in accordance with Water Code section 10722.2. The Subbasin is depicted in Exhibit B.

- (l) “SGMA” shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2 ORGANIZING PRINCIPLES

2.1 The Members and the other entities and individuals participating in Authority governance intend to work together in mutual cooperation to develop and implement a GSP for the Subbasin in compliance with SGMA. The Members expressly acknowledge and agree that this Agreement shall replace the 2017 MOU, and upon DWR acceptance of the USLRGMA as the GSA for the Subbasin, including the completion of any DWR review period and required submissions, the Authority shall supplant and replace the GSA previously recognized by DWR as the GSA for the Subbasin.

2.2 The Members intend through this Agreement to take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP. As appropriate, the Authority shall cooperate with neighboring groundwater basins and neighboring GSAs to efficiently implement SGMA in the Subbasin.

2.3 The Members intend through this Agreement to form the Authority, elect for the Authority to serve as the GSA for the Subbasin, and authorize the Authority to make any and all necessary filings with DWR for the Authority to become the GSA for the Subbasin prior to submission of the GSP for the Subbasin to DWR.

2.4 The Members intend through this Agreement that the Authority shall take such actions as are necessary to ensure the Authority satisfies all requirements and conditions of any grants applicable to the development of a GSP for the Subbasin. Existing grants and grant funding are anticipated to be transferred from Yuima to the Authority provided such transfers are authorized by law and are approved by the Grantors, and the Boards of both the Authority and Yuima,

2.5 The Members intend through this Agreement to work collaboratively with all stakeholders within the Subbasin, and in particular to conduct the activities of the USLRGMA with regard to Tribal entities in the Subbasin in such a manner that ensures federal reserved water rights are fully respected within the Subbasin.

ARTICLE 3 FORMATION, PURPOSE AND POWERS

3.1 Recitals. The foregoing recitals are incorporated by reference.

3.2 Certification. Each Member certifies and declares that it is a legal entity that is

authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to Cal. Water Code § 10720.3.

3.3 Creation of the Authority. Pursuant to the JPA Act, the Members hereby form and establish the Authority, a public entity separate and apart from its Members, which is to be known hereafter as the “Upper San Luis Rey Groundwater Management Authority,” the “Authority”, or “USLRGMA.”

3.4 Election for Authority to Serve as GSA. Upon its formation pursuant to this Agreement, and the completion of all required filings and the satisfaction of any required DWR notice periods, the Authority shall serve as the GSA for the Subbasin and shall make any and all necessary filings required to formalize the JPA formation process and to replace the GSA created by the 2017 MOU as the new GSA for the Subbasin. In approving this Agreement and electing for the Authority to serve as the GSA for the Subbasin, Members shall comply with Water Code section 10723(b) to the extent applicable, including making any applicable public notice and hearing requirements.

3.5 Purposes of the Authority. The purposes of the Authority include, but are not limited to:

- (a) Provide for the joint exercise of powers of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);
- (b) Cooperatively carry out the purposes of SGMA, including the engagement of stakeholders and members of the public as required by Water Code sections 10723.2, 10723.4, and 10727.8;
- (c) Become and serve as the GSA for purposes of management of the Subbasin in accordance with SGMA;
- (d) Develop, adopt, implement, and enforce a legally sufficient GSP for the Subbasin, subject to the limitations set forth in this Agreement.
- (e) Take such other actions as are required to ensure sustainable groundwater management within the Subbasin consistent with the regulations and timeframes established by SGMA.

3.6 Powers of the Authority. To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement, the Authority shall have and may exercise any and all powers commonly held by the Members, and any and all additional powers granted by SGMA to GSAs. Amendments to SGMA by the California Legislature, and the resulting modification powers of the Authority, shall not constitute an amendment of this Agreement.

3.7 Designation. Pursuant to Government Code section 6509, the above powers are subject to the restrictions upon the manner of exercising said powers set forth in the Municipal Water District Act, Water Code Section 71000 et seq.

3.8 Powers Reserved to Members. Each of the Members reserves the right, in its discretion, to:

- (a) Maximize input to the Plan chapter or section of the GSP adopted by the Authority as applicable within the Member's boundaries;
- (b) Subject to applicable limitations in this Agreement or SGMA, implement GSP actions adopted by the Authority within the Member's boundaries;
- (c) Nothing set forth in this Agreement is intended to impede or abrogate the powers of any Member, including but not limited to the Member's police power or land use authority, if any;
- (d) Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement, providing such activities do not preclude other members or the Authority from complying with the requirements of SGMA or the GSP. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement.

3.9 Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Section 6.4 of this Agreement.

3.10 Boundaries of the Authority. The geographic boundaries of the Authority are depicted in Exhibit B, as may be modified from time to time by way of changes to the geographic boundaries of the Members or the Subbasin.

3.11 Role of Members. Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement, including actions specifically required by this Agreement. The support of each Member is important to the success of the Authority.

3.12 Other Officers and Employees. Upon the requisite vote of the Board of Directors, the Authority may, among other things:

- (a) Engage one or more Members, Authority employees, or third parties, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a manager of the Authority is appointed, and consistent with this Section 3.12(a), the manager of the Authority shall at all times maintain exclusive control over any employees of or contractors of the Authority, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals of Authority employees;
- (b) Employ or contract for competent consultants to investigate, and to carefully devise a plan or plans, to carry out and fulfill the objects and purposes of SGMA, including but not limited to timely completing a GSP;
- (c) Employ one or more persons to serve in such positions as may be approved

by the Board of Directors.

ARTICLE 4 GOVERNANCE

4.1 Board of Directors. The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows:

- One board member or employee of the Pauma Valley Community Services District (“PVCSD”) appointed to the JPA Board by the PVCSD Board of Directors;
- One board member of the Rancho Pauma Mutual Water Company (“RPMWC”) who shall be appointed to the JPA Board by the PVCSD Board of Directors and serve as a representative of PVCSD to the Authority Board;
- Two board members or employees of the Yuima Municipal Water District, appointed by the Yuima Municipal Water District Board of Directors;
- Two board members or employees of the Upper San Luis Rey Resource Conservation District, appointed by the Upper San Luis Rey Resource Conservation District Board of Directors;
- Two board members, or other designees of the Pauma Municipal Water District (“PMWD”), who own land within PMWD, appointed by the PMWD Board of Directors;
- Two Directors, nominated by the San Luis Rey Indian Water Authority (“SLRIWA”) who are either a member of the SLRIWA Board of Directors or an employee of the SLRIWA;
- One At Large Director representing the private pumping community. The Authority may, but is not required to, elect to accept nominations and fill this seat at the Authority’s first Board meeting or at a subsequent meeting of the Board. The At Large Director shall be either the current Executive Director of the San Diego County Farm Bureau, or a landowner who farms land overlying the Subbasin using groundwater that the landowner pumps from the Subbasin.

4.1.1 As to the At Large Director: Upon the affirmative vote of two thirds of the Directors appointed by the Members to appoint an At-Large Director, such At-Large Director shall be seated on the Authority Board as a voting Director of the Authority Board. An At-Large Director so appointed shall remain on the Board until such time as the at large Director resigns, or two thirds of the other Directors vote to replace the at large Director. Any vacancies in At-Large Director seats shall be re-filled, should the Board desire to refill the vacancy, by way of the same process used to fill the seat originally. At-Large Director seats may remain unfilled, in the discretion the Authority Board of Directors.

4.1.2 ULSRIWA Directors: Directors appointed by SLRIWA, should SLRIWA decide to participate in the governance of the Authority and appoint Directors to the Board, shall be deemed voting Directors of the Authority upon receipt by the Authority of a letter of appointment of the Director from SLRIWA, SLRIWA Directors so appointed per this Section shall remain voting Directors on the Board of the Authority until they resign, are unable to

continue participating on the Board by reason of death, disability or other legal disqualification, or are otherwise replaced by SLRIWA in its sole discretion.

4.1.3 Modifications to the Board: The composition of the Board of Directors may be modified from time to time to reflect the withdrawal or termination of any Member, or the admission of any new Member to the Authority, subject to the procedures provided herein, including, but not limited to, that Members be local agencies eligible under SGMA to serve as a GSA within the Subbasin.

4.1.4 Alternates to Board Directors: Each Member, and the SLIRWA, may appoint one Alternate director to the Board. Alternates shall be identified to the Board at the same time as Board appointments, and any modifications to a Member's alternate shall be identified as soon as practicable after such modification has been made. An Alternate may vote, with one vote, on all matters before the Authority in the absence of the appointed Board Director(s), and Alternates may attend JPA meetings but may not vote when the primary representative(s) is/are in attendance. Each alternate shall be informed of the business of the Authority and the actions to be taken when acting on behalf of a Board member. The Board may in the future adopt additional procedures for the qualification and appointment of alternate Directors. There shall be no alternates for any At-Large Director. Alternate Directors shall not be permitted to attend Authority closed sessions unless the regular Director is absent.

4.1.5 FPPC Requirements: Per applicable law, all Directors of the Board of Directors and all alternates will be required to file a Statement of Economic Interests (FPPC Form 700) and comply with all other applicable FPPC requirements.

4.2 Term of Directors. Each Director and alternate to each Director, will serve at the pleasure of its appointing authority, which shall have the authority to appoint and remove its appointees in its sole and absolute discretion, subject to the limitations of Section 4.1. Provided, however, that the private pumper representative Director shall be subject to appointment and removal by the two thirds vote of the Authority Board. Each appointing entity shall notify the Authority in writing of its designated Director(s) and alternate upon the replacement of an existing Director by the Member.

4.3 Officers. The Board of Directors shall elect a chairperson, a vice chairperson, and a secretary, and shall appoint a "Treasurer" as provided in Section 5.7. The chairperson and vice-chairperson shall be Directors of the Board and the secretary and Treasurer may, but need not, be Directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board.

4.4 Powers and Limitations. All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement, and those powers and authorities that the Board may choose to delegate to Authority management.

4.5 Quorum. A majority of the Board of Directors will constitute a quorum for the purpose of conducting business, unless there is an even number of Directors on the Board of Directors, in which case a quorum may be established with half plus one the Board members. Should USLRIWA choose not to appoint Directors to the Authority Board, then the total number of Directors required to establish quorum shall be five. Should USLRIWA appoint Directors to the Board, then quorum will be met when six Directors are present.

4.6 Voting. Except as to actions identified in Section 4.7, the Board of Directors will conduct all business by vote of a majority of the Directors present, if a quorum shall be established, and each Director shall have one (1) vote.

- (a) At the first Board meeting following the two-year anniversary of the Effective Date of this Agreement, the Board of Directors shall consider whether to recommend that the voting structure described in this Section 4.6 be modified in any respect.
- (b) If the Board of Directors recommends such modification, the governing body of each Member shall consider the recommended modification(s) and shall report back to the Board of Directors regarding the Member's position thereon. Modification of the voting structure shall require a unanimous vote of the Members.

4.7 Supermajority Vote Requirement for Certain Actions. To be approved, the following actions will require a two-thirds (2/3) vote of the Directors in attendance, but in no event less than five affirmative votes:

- (a) Approval of the Authority's annual budget and amendments to the annual budget, consistent with Article 5;
- (b) Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;
- (c) Decisions concerning property acquisition and ownership;
- (d) Decisions related to the expenditure or reimbursement of funds by the Authority beyond expenditures approved in the Authority's annual budget, and concerning contracts exceeding monetary thresholds previously determined by the Board;
- (e) Issuance of bonds or other indebtedness;
- (f) Adoption of Authority rules, regulations, policies, ordinances, bylaws and procedures, and any amendments thereto;
- (g) Decisions related to the establishment of the Members' funding obligations for payment of the Authority's operating and administrative costs as provided in Section 5.1;
- (h) Adoption/approval of a GSP and any amendments or modifications of a GSP;
- (i) Decisions related to Subbasin boundary adjustments;
- (j) Adoption of procedures for the appointment of Officers, At-Large Directors, and alternate Board members, and for the voting rights of such alternates;
- (k) Involuntary removal of any Member pursuant to Section 6.2.

- (l) Any decision that seeks to enforce the involuntary curtailment of water use by any groundwater user within the Subbasin.
- (m) Initiation or defense of litigation or claims against the Authority.
- (n) Such other decisions requiring a 2/3 vote per other sections of this Agreement.

4.8 Meetings. The Board shall provide for regular, special and adjourned meetings in accordance with Chapter 9, Division 2, Title 5 of the Government Code of the State of California (the “Ralph M. Brown Act” commencing at section 54950), and any subsequent amendments of those provisions.

4.9 Rules, Regulations, By-Laws and Ordinances. The Board may adopt rules, regulations, by-laws and ordinances to supplement this Agreement and to provide for the effective and efficient administration of the Authority. In the event of conflict between this Agreement and any rule, regulation, by-law, or ordinance, the provisions of this Agreement shall govern.

4.10 Administrator. The Members hereby designate Yuima to serve as Administrator of, and keeper of records for, the Authority until all grant obligations of existing grants (DACI and SGMP) have been fulfilled. At that time, the Members can then appoint another Administrator if they so desire. All designated /appointed Administrators shall be reimbursed reasonable operating and administrative costs by the Authority for serving as Administrator of the Authority. Reasonable costs shall include, but are not limited to, staff time associated with administrative tasks not covered by grants, staff time spent applying for, arranging and securing all funding mechanisms, any consulting or legal fees associated with applying for, arranging and securing all funding mechanisms, any legal fees associated with the conducting of regular JPA business, staff time and costs required to perform all GSP implementation responsibilities prior to the establishment of permanent funding mechanisms. These responsibilities could include, but are not limited to, installation of devices to monitor well production, required state reporting, required water quality monitoring costs, and staff time spent performing the above referenced tasks. All reimbursement requests shall be accompanied by backup documentation such as staff time sheets, staff hourly reimbursement calculation nexus and copies of vendor invoices.

ARTICLE 5 FINANCIAL PROVISIONS

5.1 Funding, Initial Contributions and Expenses. Upon execution of this Agreement, and for a period not to exceed two years after the close of the current grants, or when an adoption of an alternative funding plan is approved and implemented by the Board, whichever comes later, the Members agree to share the operating and administrative costs of operating the Authority in accordance with the percentages set forth in Exhibit C hereto. Each Member will make quarterly payments of its share of the operating and administrative costs of the Authority, within 30 days of receiving an invoice, therefore. Members shall make payments as required in Exhibit C within the timeframes set forth therein. Each Member will be solely responsible for identifying and allocating funds for payment of the Member’s share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and separate obligation of

the Member and not a joint obligation with those of the other Members. Unless otherwise limited by law, the Authority is authorized to apply a 8% late penalty, on a quarterly basis, against any outstanding balance a Member fails to pay for its initial costs indicated in 5.2 and their share of ongoing operating and administrative costs within 30 days of invoice. Additionally, the Authority is authorized, upon a majority vote of its Board, to initiate legal action against any Member that fails to timely pay for its share of operating and administrative costs. The withdrawal of a Member shall not relieve the withdrawing Member of any funding obligations incurred prior to that Member's withdrawal.

5.2 The Members acknowledge that prior to execution of this Agreement, Yuima has absorbed the costs associated with developing the GSP and otherwise administering the GSA. Initial cost share allocated between the members shall therefore include all expenditures for Yuima to implement and administer the SGMA process and preparation/submittal of a complete GSP, including payment of required grant match and all other associated non-reimbursed SGMA related costs ("Initial Costs") incurred between July 2019 and extending to the date the Long-Term Funding Plan takes effect ("the Initial Period"). The payment obligation of each member for Initial Costs during the Initial Period, other than USLRRCD, will be determined by subtracting out \$25,000 (for payment by USLRRCD) and then dividing all remaining Initial Costs among the members based upon the number of directors each member is authorized to appoint to the Board (e.g., PMWD, Yuima, and PVCSD will each pay 1/3 of the remaining Initial Costs). Each member shall submit its proportional share of Initial Costs to Yuima within 30 days of the execution of this Agreement, and each member shall be invoiced quarterly by Yuima thereafter,

5.3 Funding Plan; Long-Term Funding. Upon the formation of the Authority, the Board of Directors shall work diligently on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative costs of the Authority. The long-term funding plan shall supersede and replace the initial funding plan described in Section 5.1 above at the earliest possible date. The Members intend that the long-term funding plan, if reasonably practicable, shall be completed within twelve months following the Effective Date, with implementation beginning within six months after adoption of the long-term funding plan.

- (a) The long-term funding plan shall include provision for the consideration of reimbursement or offset of the Members' initial funding contributions pursuant to Section 5.1 above, as may be authorized by law.
- (b) If a long-term funding plan is unlikely to be adopted and implemented within two years of this Agreement, the Board shall meet and confer with representatives of the Members to determine how to fund the activities of the Authority beyond the initial two years, or to take other appropriate action including but not limited to, termination of the Authority and/or transfer of applicable GSA obligations to one or more Members.

5.4 Indemnification. Members, Directors, officers, agents and employees of the Authority, if any, shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. To the fullest extent permitted by law, the Authority shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and Directors, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority or its Board, officers, employees or agents under this Agreement, up to the amount of the

insurance carried by the Authority. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement. However, to the extent that a claim for indemnification is made, and the liability associated with such request exceeds the insurance limits carried by the Authority, there shall be no obligation on the part of the Authority to make additional assessments against the other Members of the Authority in order to indemnify a Member that has tendered a claim for indemnification.

- (a) The Authority shall be required to obtain insurance or join a self-insurance program in which one or more of the Members participate, appropriate for its operations, and to fulfill the indemnification obligations imposed by Section 5.3. Any and all insurance coverages provided by the Authority, and/or any self-insurance programs joined by the Authority, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Authority in its ordinary course of business. The Authority shall also require all of its contractors and subcontractors to have insurance appropriate for their operations and to name the Authority, At-Large Directors, and Members as additional insureds.

5.5 Repayment of Funds. Unless the Board determines otherwise, no refund or repayment of the initial commitment of funds specified in Section 5.1 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

5.6 Budget. The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than March 1 for the next fiscal year.

- (a) The budget of the Authority shall be approved by a two thirds vote of the Board; provided, however, that until a new budget is approved, the Board shall be deemed to have extended, and the Authority shall continue to operate using (and invoicing the Members accordingly), the budget most recently approved by the Board, as adjusted for inflation utilizing the consumer price index for the Los Angeles Metropolitan Statistical Area.
- (b) Each Member hereby agrees to include and approve in its annual budget amounts estimated to be sufficient to pay the Member's full share of budgeted expenses within thirty days of invoice by the Authority.
- (c) A copy of the adopted budget shall be submitted to the County Auditor-Controller for inclusion in the financial system.

5.7 Alternate Funding Sources. The Board may, and is encouraged to obtain federal, state and local grant funding to offset the costs to the Authority of complying with SGMA, including but not limited to implementing the GSP. The Members acknowledge and agree that following execution of this Agreement by all Members, the grant awards previously made to Member Yuima from (i) the State of California Department of Water Resources through San Diego County Water Authority IRWM Disadvantaged Community Involvement Grant Program to Yuima for Project No. 4-80057, and (ii) the

State of California Department of Water Resources Sustainable Groundwater Program to Yuima for Project No. 3 San Luis Rey Groundwater Sustainability Plan, and (iii) the County of San Diego's agreement to contribute \$150,000 towards the preparation of a GSP for the Subbasin, shall be transferred forthwith from Yuima to the Authority for administration if the Authority Board so directs by a 2/3 vote, and such transfer is otherwise allowed by DWR and/or other pertinent legal authority.

5.8 Depository, Treasurer, Auditor and Controller. The Treasurer of the Authority shall be appointed by the Board and shall be the depository and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in a separate account in the name of the Authority and not commingled with any other funds of any Member, or any other person or entity. In accordance with California Government Code sections 6505 and 6505.5, the Treasurer shall draw checks or warrants, requiring two signatures, to pay demands against the Authority when the demands have been approved by any person authorized to so approve under this Agreement, provided sufficient funds are available. Subject to the voting requirements in Article 4.7, the Board may elect to appoint a different Treasurer or person to serve as Auditor and Controller, provided such appointment is subject to the requirements of Government Code sections 6505 and 6505.5.

5.9 Expenditures. All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of the treasurer or any officer so authorized by the Board. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

5.10 No Member Liability. As provided by Government Code Section 6508.1, and unless otherwise required by law, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority only, and not of the constituent Members of the Authority.

ARTICLE 6 CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

6.1 Addition to Membership. Any local agency within the Subbasin that is qualified to be a GSA pursuant to Water Code section 10723, and which was not a Member of the Authority at the time of the Effective Date, is eligible to become a Member of the Authority subject to the requirements in this Article 6 and any other requirements established by the Authority Board, upon the unanimous approval of the Members. A prospective new member's application to become a member of the Authority must demonstrate all of the following:

- (a) The local agency is qualified to be a GSA under the applicable requirements of Water Code section 10723;
- (b) The local agency agrees to become a Member of and signatory to this Agreement, and become subject to all requirements, rights and obligations of this Agreement;

- (c) The local agency agrees to contribute a proportionate share of the costs of the Authority, as reasonably determined by the Board of the Authority. Such costs may include, at the discretion of the Board, reasonable reimbursement for costs incurred in the formation and early implementation of the Authority pursuant to Article 5.1 and the Funding Agreement.

The Board's vote to add a new Member will serve as an addendum to this Agreement, and to Exhibit A, and shall ratify the admission of the new Member to the Authority. Such addendum does not constitute an Amendment of this Agreement, nor does it require separate approval of this Agreement by the Members. Upon written confirmation by the Board of the new membership, such new Member may appoint a Board member and alternate as provided in Article 4 and shall be entitled to participate in the Authority as provided herein.

6.3 Noncompliance; Involuntary Removal. In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in this Section 6.3. Such actions may include, for example and without limitation, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to implement measures as may be required of the Member by the GSP, or which the Member has authority to impose on landowners and pumpers within the Member's jurisdiction. Involuntary removal may only be exercised by the Board after participating in a meet and confer process regarding the proposed involuntary removal and otherwise pursuing other reasonable efforts to resolve the Member's non-compliance, including third party neutral dispute resolution processes if appropriate as provided in Section 8.6. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

6.4 Withdrawal of Members. A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective ninety (90) days after receipt of written notice to the Authority, provided that the withdrawal will not deprive the Authority of its ability to manage the Subbasin in accordance with the requirements of SGMA or any approved GSP. The withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority up until the effective date of the Member's withdrawal. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member. Upon withdrawal of any Member, the Authority shall continue to exist until such time as all remaining Members decide otherwise.

6.5 Termination. This Agreement may be terminated, and the Authority dissolved by a unanimous vote of the Directors representing the Members. However, in the event of termination, each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5. Nothing in this Article will prevent a Member from withdrawing from this Agreement and the Authority as provided for in this Agreement, or from entering into other joint exercise of power agreements.

6.6 Disposition of Property Upon Termination. Upon termination of this Agreement, the

assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority or, in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to any obligation required by Article 5.

6.7 Use of Data. Upon withdrawal, any Member shall be entitled to use any data or other information owned and/or controlled by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after adoption of the GSP by the Authority, it shall be entitled to utilize the GSP for implementation of SGMA within its boundaries to the extent otherwise authorized by SGMA in a manner that does not prevent the other Members from complying with SGMA.

ARTICLE 7 PROJECTS AND MANAGEMENT ACTIONS

7.1 Special Project Agreements. Members may enter into special project agreements amongst themselves and with the Authority to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of particular Members. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement. No special project agreement undertaken pursuant to this Section 7.1 shall conflict with the terms of this Agreement or the GSP.

7.2 Special Project Expenses. Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of the Authority or any other Members to this Agreement not participating in the special project. All special project expenses shall be paid by the parties to the respective special project agreements.

7.2.1. Indemnification of Other Members; Special Projects. Members participating in special project agreements, if the Authority is a party to such agreement, shall hold each of the other Members who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Section 5.3 for Members in general, except that they shall be limited to liabilities incurred for the special project.

7.2.2 Identified Management Actions. In the development of this Agreement certain Members have identified particular activities and strategies that should be considered by the Authority as it develops the GSP. Without predetermining how these activities and strategies will be considered and implemented, the Members hereby direct the Authority to consider the following in the development of the GSP, without limitation: (a) Formation of management areas or other tools to address unique or particular circumstances in the Subbasin; (b) Development of water budgets and other accounting practices to facilitate sustainable groundwater management; (c) Utilization of groundwater banking concepts to maximize the use of the Subbasin for the benefit of the Members and other stakeholders in the Subbasin, consistent with SGMA's goals and objectives.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Amendments. This Agreement may be amended from time to time by the unanimous vote of the Members; except as otherwise provided herein, the Authority may not amend the terms of this Agreement.

8.2 Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

8.3 Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, delivered to the address or facsimile numbers of the Members listed in Exhibit A.

8.4 Counterparts. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.5 Choice of Law. This Agreement shall be governed by the laws of the State of California.

8.6 Dispute Resolution. The Board of the Authority shall develop rules and policies for third party neutral dispute resolution to resolve disputes that may arise under this Agreement.

8.6.1 Any director who initiates litigation, or who otherwise represents an entity that is involved in litigation against the Authority, shall be required to recuse him or herself from participating in any closed session discussion related to the claim or litigation, and the remaining directors may prosecute/defend such litigation in the absence of the recusing director(s).

8.7 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.8 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

8.9 Construction and Interpretation. This Agreement has been arrived at through negotiation, and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

8.10 Entire Agreement. This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By: _____
Pauma Valley Community Services
District

By: _____
Yuima Municipal Water District

By: _____
Upper San Luis Rey Resource
Conservation District

By: _____
Pauma Municipal Water District

CONFIDENTIAL

EXHIBIT A

MEMBER ENTITIES ESTABLISHING THE AUTHORITY

Members

- Pauma Valley Community Services District
- Yuima Municipal Water District
- Upper San Luis Rey Resource Conservation District
- Pauma Municipal Water District

CONFIDENTIAL

EXHIBIT B
SUBBASIN MAP

CONFIDENTIAL

EXHIBIT C

INITIAL COST SHARING PLAN

Total Initial Cost Share	TBD
Less Contribution of the Upper San Luis Rey Resource Conservation District	-\$25,000.00
Equals Remaining Initial Cost Share	TBD
Divided by remaining votes of Contributors *	6
Equals Initial Contribution per Vote	TBD

- Remaining Contributors:
 - Pauma Valley Community Services District 1 Vote
 - Rancho Pauma Mutual Water District 1 Vote
 - Pauma Municipal Water District 2 Votes
 - Yuima Municipal Water District 2 Votes

Each member will take the per vote cost and multiply it times the number of votes they are allowed per Section 4.1 of this agreement to determine their required initial cost share contribution.

CONFIDENTIAL

IV.
CLOSED SESSION

V.
INFORMATION / REPORTS

GENERAL MANAGER'S NEWS & NOTES

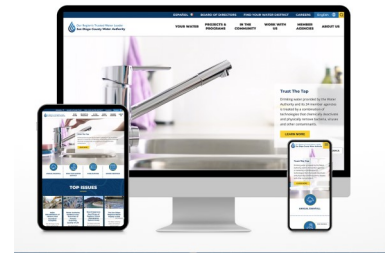
MONTHLY NEWS & UPDATES

TOP NEWS

Rate Litigation Update

On January 15, 2021, the San Francisco Superior Court ruled the Water Authority is the prevailing party for its lawsuits challenging the 2011-2014 rates and charges set by the Metropolitan Water District of Southern California (MWD). In her ruling, Superior Court Judge Anne-Christine Massullo said, "San Diego prevailed, and the judgment not only benefits its own ratepayers but all of the nearly 19 million people in Metropolitan's service area because enforcing cost-of-service principles serves the interest of all ratepayers." Thus, in addition to the \$44.4 million the court had previously awarded in damages and interest, the Water Authority is also entitled to attorneys' fees and costs. On February 16, 2021, the Water Authority received a check from MWD for \$44.4 million and at its February 25 meeting, the Water Authority Board acted to rebate the amount to its member agencies proportionately based on their overpayments in 2011-2014. The Water Authority dismissed certain claims in 2019 after securing more than \$350 million in local project subsidy benefits for the San Diego region. In doing so, the Water Authority acknowledged the MWD Board action to stop imposing its Water Stewardship Rate for transporting the Water Authority's independent supplies, thus resolving for now that issue in future rate years. Those charges – if they had continued – would have cost San Diego County residents more than \$500 million over the life of the Water Authority's water delivery contract with MWD. More information on the rate litigation is found here: <https://www.sdcwa.org/mwdrate-challenge>.

Water Authority Unveils Newly Enhanced Website



This month, the Water Authority is set to unveil major improvements to its main website, sdcwa.org. The upgrades were driven by the need to make the site easier to use and manage. The result is a website that is more intuitive and aligned with communication best practices that help promote transparency. The site is also designed so that it can continue to evolve to meet the needs of the Water Authority, member agencies and the public for years to come.

The website -- which receives more than 500,000 pageviews per year -- was last updated in 2012 and was due for an overhaul given the number of changes in technology and user expectations over the past decade. A review of website analytics and other data helped focus the project goals on making the site mobile-friendly, improving the navigation and search functions, and streamlining and updating the content. Finally, a government website that is easy to navigate and search increases transparency and public confidence in agency operations.

TOP NEWS

Major website enhancements include:

- **Simplified navigation:** The navigation has been streamlined to help users find what they are looking for more quickly, without having to maneuver through multiple pages.
- **Responsive design:** The upgraded website responds to users on desktop, tablet or mobile by customizing the navigation and display for different types of devices, replacing a non-responsive design that was very difficult to use on a phone.
- **Enhanced Board of Directors pages:** The Board Meetings and Documents page includes filter functions for month and year so users can more easily find documents.
- **Interactive mapping on project and facilities pages:** Project and Facility pages include interactive Google maps that replace static maps and provide more detail for users. In addition, the project landing page includes search and filter functions that allow users to toggle between future, current and completed projects.
- **Interactive water supply charts and tables:** Enhanced reservoir and rainfall charts, along with other charts and tables, now allow users to sort data. Data pages also include easy-to-use print and download functions.

COMMUNITY OUTREACH

Water Authority Helps Member Agencies with Long Term Water Use Efficiency Targets

In 2018, Senate Bill 606 and Assembly Bill 1668 for Water Conservation and Drought Planning were passed, setting a path towards the development of long-term water efficiency targets for water suppliers in California. Since then, the Department of Water Resources (DWR), the State Water Resources Control Board, and stakeholders from across the state have been focused on the development of standards. The standards will be made up of indoor and outdoor efficiency targets. The outdoor target will be calculated using landscape area, evapotranspiration, and an evapotranspiration factor. Earlier this year, DWR started rolling out the residential landscape area measurements (LAM) to water suppliers that will be a major component of the outdoor target.

Landscape area information being sent out by DWR during January and February was accompanied with a March 1, 2021, quality control review deadline. Considering the tight review deadline, the Water Authority worked with agencies across the state to put together tips and tricks and, on February 23, 2021, hosted a regional workshop to help support our member agencies with their review.

Hosted in a webinar format, the workshop provided an overview of the LAM and outdoor targets under development and was attended by nearly 90 participants around the state. Staff shared tips and steps to help review and navigate LAMs. Four agencies, including Carlsbad Municipal Water District and Olivenhain Municipal Water District, presented their experience with LAM and shared how they evaluated the data. These presentations served as case studies for what to look for. Instructions and advice were offered, covering different ways of navigating Geographic Information Systems (GIS), county assessor's data, and other analyses related to parcel data.

As the development of long-term standards continue, the Water Authority will continue to provide legislative and technical support services to our member agencies as they move through this process.



LAM Workshop Participant Location Map

COMMUNITY OUTREACH

MWD's Stormwater Pilots

The Metropolitan Water District (MWD) Board is accepting applications for projects in its Stormwater for Direct Use and Stormwater for Recharge Pilot Programs. In 2019, the MWD Board authorized \$5 million to aid in the construction/retrofitting and monitoring of projects that capture stormwater for direct use, and another \$7.5 million for the construction/retrofitting and monitoring of stormwater projects for groundwater recharge. The goal of the pilots is to assess the water supply benefit and costs of capturing stormwater, which will “provide a basis for potential future funding approaches.” MWD funding depends on the type of stormwater project—direct use or recharge—and implementation status:

Maximum MWD Subsidies Available for Stormwater Pilots		
	New Projects	Existing Projects
Direct Use	\$500,000	\$160,000
Recharge	\$1,000,000	\$500,000

Since authorization, MWD has approved funding for two direct use and two recharge projects, committing it to a total maximum of \$2 million. Member agencies interested in either pilot should contact Water Authority Principal Water Resource Specialist Lesley Dobalian at LDobalian@sdcwa.org for further assistance or to submit an application. For more information about the stormwater pilots visit [MWD's dedicated website](#).

Water Authority Re-Assesses Pipeline Vulnerability Due to Earthquakes

The Water Authority owns and operates more than 300 miles of large diameter pipelines in the north-south aligned First and Second Aqueducts and several east-west branches. North to them, the Metropolitan Water District of Southern California (MWD) owns and operates about 90 miles of the remaining pipelines in the First and Second Aqueducts from Lake Skinner. These pipelines cross major earthquake faults in southern California (see Figure 1). The Water Authority's ability to deliver water to its member agencies can be compromised

if these pipelines are damaged during a strong earthquake.



Figure 1 – Water Supply Pipelines Crossing Earthquake Faults

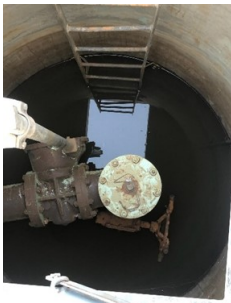
The last earthquake vulnerability study on the Water Authority's pipeline system (including MWD's portion south of Lake Skinner) was performed in 1993. The study provided an estimate of the number of pipe breaks and repair time needed to return water service to the San Diego Region following a strong earthquake. The estimated repair time from the study ranged from 60 to 180 days, which also determined the emergency storage and conveyance facilities needed if the San Diego region were cut off from MWD. This system later became known as the Emergency Storage Project which is currently in operation. Since the 1993 study, several contributing factors have significantly evolved, including the industry's current understanding of regional seismicity, seismic hazards, pipeline fragilities, and the Water Authority's current pipeline system and ongoing improvements. In early 2020, the Water Authority began updating the study to reflect the current set of standards and practices in earthquake engineering and the vulnerability assessment.

In this new study, a specialty consultant retained by the Water Authority has completed geotechnical explorations throughout the region and at specific sites where severe damages are expected. Currently the consultant is performing a detailed seismic hazard assessment and identifying pipeline vulnerability and potential consequence resulting from earthquake damages. In the next several months, the consultant will update the repair time estimates and recommend mitigation measures which may include pipeline retrofit alternatives and/or pre-purchased pipe and material supplies needed to help reduce repair times after strong earthquakes. The study findings and recommendations will be summarized in a report that is anticipated to be complete by the end of this year.

DEPARTMENT NEWS

O&M Performs Pilot Project for Waterproof Rehabilitation of Structures

The O&M Department is dedicated to continuously evaluating and implementing new maintenance measures to improve efficiencies and the reliability of its aqueduct system and critical infrastructure/facilities. For example, O&M staff recently evaluated and piloted the waterproofing of structures. The aqueduct system's structures are typically underground concrete vaults containing infrastructure such as valves and associated piping. O&M's Mechanical Maintenance section currently performs preventative maintenance on approximately 1,500 aqueduct system structures annually. Of these structures,



Existing Structure with Water Intrusion

approximately 70 have been identified as requiring waterproofing rehabilitation to preserve the piping/mechanicals within each structure. Preventing water intrusion into the structure, either from groundwater or street runoff, extends the life of the piping/mechanicals and reduces preventative and unplanned corrective work. The corrosive environment created by water intrusion accelerates deterioration of the piping/mechanicals and this in turn increases the crew's preventative/corrective work effort in the range of 4-8 hours per structure per year. The increased effort is due to having to pump the structure dry before the maintenance can be performed, additional prep and painting, and additional repairs/replacements to damaged piping/mechanicals within the structure. In addition, pumping of structures located in streets typically requires the use of a water buffalo (tank) to transport the pumped water for proper discharge, to ensure storm water regulations are met. Also, vendor provided traffic control is required on approximately 50% of the targeted structures, so extending maintenance hours also ends up extending use and increasing costs of vendor provided traffic control.



O&M Staff Working Within Structure

O&M staff researched and evaluated different vendors, methods, products and costs to waterproof the structures. They selected and successfully tested a foam product that is injected into the concrete walls and can be applied by O&M staff. This work is performed in conjunction with the scheduled preventative maintenance work in order to maximize efficiencies and manage traffic control costs. By performing the work in-house, labor savings are realized and a high quality result is ensured. Utilizing their creativity, experience, knowledge and skills, O&M's Mechanical Maintenance staff have performed four structure rehabilitations to date and the results have been excellent. Through continued efforts such as this, our highly motivated O&M staff have gained valuable experience while improving the reliability of the aqueduct system.



O&M Crews Injecting Foam Product

FY20 CAFR and Annual Disclosure Statements Update

The FY2020 Comprehensive Annual Financial Report (CAFR) and Annual Disclosure Statements have been loaded to the Water Authority's website and can be found here [Finance & Investor Relations section](#). The CAFR provides reliable information on a fiscal year basis to Board members, member agencies, investors, and other interested parties. The data is presented and designed to fairly set forth the financial position and the results of operation of the Water Authority.

DEPARTMENT NEWS

Admin Services Staff Attend CAP-PO “Planting for Success” Conference

Several members of the Administrative Services department virtually attended the 104th Annual Conference of the California Association of Public Procurement Officials (CAPPO). The conference theme was Planting for Success, Harvesting the Knowledge. CAPPO is an organization dedicated to maintaining the highest standards of professional behavior and ethical conduct in public procurement. This conference focused on a robust set

of educational sessions including best practices in cooperative procurement, effective contract monitoring and management, ethics and compliance, managing bidding in a remote work environment, RFP scoring best practices, and the future of procurement – 2021 & beyond. A former NASA astronaut was a keynote speaker with an inspiring message to step outside of our comfort zone where every achievement begins with a dream! The knowledge and experience gained from the training will help the Water Authority to adapt current trends to successfully navigate the shifting and uncertain climate brought on last year by the pandemic.

HEADWATERS

2003: Quantification Settlement Agreement Implemented

In October 2003, the San Diego County Water Authority, Coachella Valley Water District, Imperial Irrigation District (IID), Metropolitan Water District of Southern California, the state of California and the U.S. Department of the Interior completed a historic set of nearly three dozen agreements designed to help conserve and transfer Colorado River water within California. The agreements, collectively known as the Colorado River Quantification Settlement Agreement, settled decades of dispute over Colorado River use and provided the means for California to live within its 4.4 million acre-foot basic annual apportionment from the river. The QSA also has had a deep and meaningful impact on San Diego County, enhancing the region’s long-term water supply reliability because it provides high priority water at an agreed upon price. This added reliability and cost controls have already benefited the San Diego region. The QSA supplies, collectively the conserved ag to urban transfer with IID and water conserved from the canal lining projects, are now the Water Authority’s lowest base cost supply and the supplies have helped the region weather recent droughts with very little economic impact to our region’s economy.

For the Imperial Valley, the QSA protects its historic water rights and its agriculture industry. The water transfer helps to fund efficiency-based conservation, generated through both on-farm conservation and conservation programs within IID’s system helping to support the district’s reasonable and beneficial use of water.



YUIMA MUNICIPAL WATER DISTRICT
ADMINISTRATIVE REPORT

March 2021

Amy Reeh

General Manager

ANNEXATIONS/NEW SERVICE REQUESTS

Pauma Valley Water Company (PVWC) The PVWC annexation is being paid for with grant funds and completed by the Sacramento State Water Program. The team is currently waiting for NV5 to complete the engineering reports, including the water impact study for Yuima.

Shadow Run (Schoepe) Annexation/De-Annexation: This annexation has been put on hold due to Ms. Schoepe's death. The EIR has been submitted to Metropolitan Water District and the annexation is awaiting approval and terms and conditions from MET.

Rancho Corrido Annexation: The annexation packet has been submitted to LAFCO. The matter goes before the LAFCO Commission on April 5, 2021 for approval

DISTRICT BUSINESS

Currently the District has a lease agreement with Schoepe for the lease of the Schoepe well site. This property, in addition to the Schoepe property that the District wheels water to (Jilbertos) has been sold. The executor of the estate is requesting to an assignment of both the lease agreement and the wheeling agreement to the new owners. District staff will be addressing this issue at the April Board meeting.

REPORTING

The San Diego County Water Authority rolled out its new Permanent Special Agricultural Water Rate Program and the District is currently addressing the necessary requirements to get all of its eligible agricultural customers enrolled in the program.

The California Division of Drinking Water (DDW) will soon be changing the required reporting for all water testing. Currently each of the District's water tests are reported under specific "PS Codes" used as identifiers for source and location the test was conducted. DDW will be changing these identifiers as well as other reporting perimeters. Please see the attached informational document.

The State Water Resources Control Board (SWRCB) has requested that the District assist them with updating some records that are missing from our current operating permit files. The SWRCB was advised that we would assist as our workload and time permits but that we have limited staff and many other operational requirements that take precedence.

LEGISLATION

Some of the effects of AB1668 and SB606 are beginning to be seen in the monthly and annual reporting the District is required to submit. This year's EARS report contained 5 new reporting sections aimed at collecting data for residential gallons per capita to use as a water efficiency standard. It is important to note that while the District is not required to adhere to most of these legislation requirements due to the small size of the District, the Water Authority is and they may require additional reporting for their use in their reporting. There are a few requirements that the District must adhere to such as indoor water use restriction to 55 gallons per day and water loss efficiency. The state is still developing the perimeters of the program and developing each provider's unique efficiency target. I have included a Power Point presentation from SDCWA that provides some information of the implementation of the above referenced legislation.

2021-22 OPERATING AND CAPITAL BUDGET

District Staff has begun working on the 2021-22 Operating and Capital Budgets within the next month. The Personnel Committee will be meeting with General Manager Reeh in March to discuss personnel needs and recommendations for the budget. Directors Villalobos and Broomell are on the Personnel Committee.



Update on Conservation Legislation Implementation

March 16, 2021
Member Agency Managers Meeting

Elizabeth Lovsted
Water Resources Manager

Water Use Efficiency Formula

To create each water provider's unique target, the following standards will be calculated and added together:

INDOOR USE



OUTDOOR USE



WATER LOSS



VARIANCES



+

+

+

+ (Bonus)

= WATER PROVIDER'S UNIQUE WATER TARGET



Efficiency Target Development Timelines

Component	Timing	Lead Agency
Permanent monthly reporting	Begins Oct. 1, 2020	SWRCB
Water loss standards	End of 2020 Mid 2021	SWRCB
Recommendation on indoor standards	January 2021 Winter? 2021	DWR
Residential irrigable land measurements	January 2021 March 2021	DWR
Recommendation on WUE standards*	October 2021	DWR
UWMP/WSCP updates	July 2021	DWR
Adoption of WUE standards*	July 2022	SWRCB
Annual water shortage assessment	June 2022	DWR

*WUE standards include:

- Outdoor residential use standard
- Standard for CII outdoor landscape area with dedicated irrigation meters
- Performance measures for CII water use
- Appropriate variances
- Guidelines and methodologies for calculating urban water use objectives

Enforcement Timeline

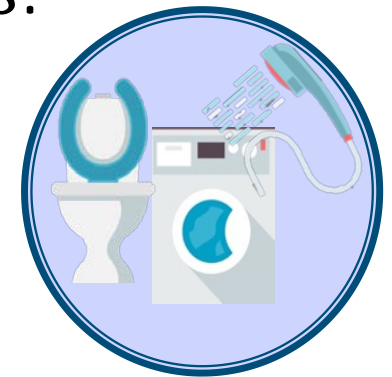
- January 1, 2024 - Water suppliers provide the first report of targets and water use and a plan to meet the target by January 1, 2027. The SWRCB may issue **information orders** to agencies not meeting the standards.
- January 1, 2025 - Water suppliers provide a report of targets and water use. The SWRCB may issue a **written notice** to agencies not meeting the standards.
- January 1, 2026 - Water suppliers provide a report of targets and water use. The SWRCB may issue **conservation orders** to agencies not meeting the standards.
- January 1, 2027 and annually after - Water suppliers provide a report of targets and water use. The SWRCB may impose **civil liabilities (fines)** to agencies not meeting the standards.



Indoor Residential

$$\text{Indoor Target} = (\# \text{ of Residents}) \times (\text{Indoor GPCD standard})$$

- Indoor standard defined in legislation is:
 - 55 GPCD (until Jan 1, 2025)
 - 52.5 GPCD (Jan 1, 2025 until Jan 1, 2030)
 - 50 GPCD (beginning Jan 1, 2030)
- Study to recommend a new standard and determine impacts of indoor efficiency (~~Jan.~~ June 2021)
- Assembly Bill 1434 (Friedman)



Outdoor Irrigation

$$\text{Outdoor Target} = (\text{Annual Evapotranspiration}) \times (\text{Landscape Area}) \times (\text{Evapotranspiration Adjustment Factor})$$

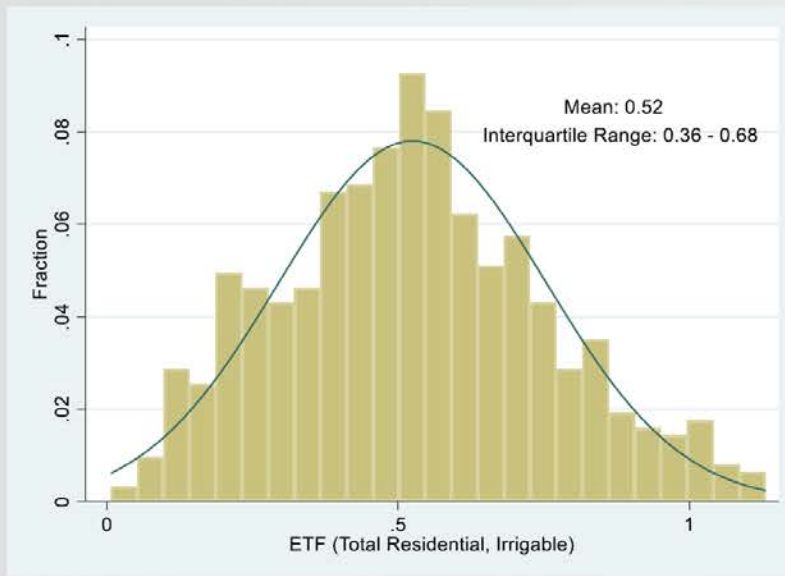
- Residential landscape area measurements (LAM)
 - Delivered to all agencies by the end of March 2021
 - April 14, 2021 stakeholder meeting
 - Deadline extended
- Dedicated landscape measurements
 - Developed by supplier
 - **SDCWA Workshop March 29, 2021**



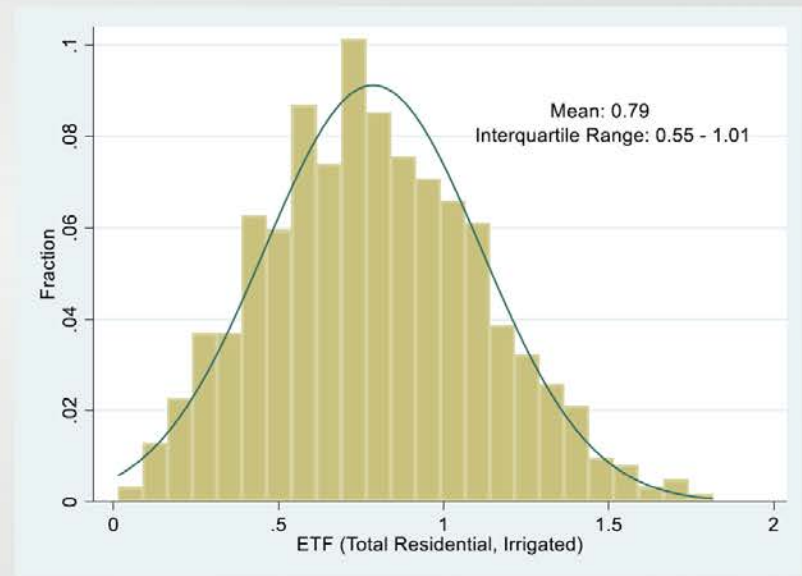
Calculating Existing Applied Water

Distribution of ETF: Total Residential

With Irrigable, Mean: 0.52



Without Irrigable, Mean: 0.79



CALIFORNIA DEPARTMENT OF
WATER RESOURCES



Our Region's Trusted Water Leader
San Diego County Water Authority

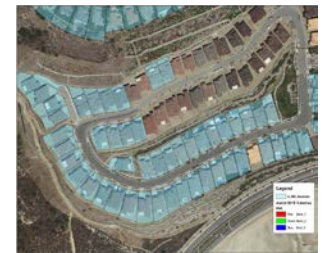
Option for Setting Outdoor Standard

- Option 1: A Single Outdoor Standard based on Irrigable Area
- Option 2: A Single Outdoor Standard based on Irrigated Area
- Option 3: Outdoor Standards based on a sliding scale
- Option 4: Two Outdoor Standards (based on irrigated and irrigable areas)
- Option 5: A Single Outdoor Standard based on Irrigated Area, and a buffer based on irrigable area, if needed



Residential Agricultural Landscape Proposal

- DWR LAM data separates residential ag accounts on a per acre threshold
 - Accounts greater than one acre are excluded
- Will present challenges for some suppliers to calculate compliance
 - Residential billing data may not include acreage data or be tied to parcels
 - All SFR may be grouped together
- Recommend providing suppliers with option to either include all residential ag or exclude all residential ag accounts
 - Including residential ag will require measuring all ag on residential meters
 - Should be included in supplier annual compliance calculations (not a separate variance process)
- Simplifies compliance
- May address some of the irrigable area concerns for more suppliers



New Development Proposal

- DWR LAM data either excludes or categorizes new development as Not Irrigable
- Suppliers need to add in post-2018 New Development to Irrigated or Irrigable on an annual basis to ensure accurate data
- Recommend suppliers either:
 - Use own updated aerial imagery and parcel data
 - Use number of new residential accounts established to determine estimated additional irrigated or irrigable area
- Suppliers calculate as part of annual compliance calculations
- Can be adjusted at the 5-year DWR LAM update periods if necessary



Recycled Water Proposal

- Use applied recycled water to modify ET adjustment factor (ETAF)
- Example (for illustrated purposes only):

Assumptions

Total Residential Landscape Area (Includes potable and recycled water area)	10,000 Acres
Applied recycled water (used for residential landscape)	5,000 AFY
Eto	5 ft
Target ETAF	0.80

Calculations

Outdoor Target Calculation	$10,000 \times 5 \times 0.8 = 40,000 \text{ AFY}$
Recycled Water Modification	$5,000 \times (1.00 - 0.80) = 1,000 \text{ AFY}$
Final Target	41,000 AFY



Next Steps

- **Workshop #2:
Residential Dedicated Irrigation Meters
March 29, 2021 | 9-11 am**
- Review progress on residential landscape measurement verification
- Present options for dedicated meter measurements
- On-going proactive participation in the development of standards
- Support member agencies in calculating and meeting targets



**YUIMA MUNICIPAL WATER DISTRICT
DELINQUENT ACCOUNTS LISTING
3/18/2021**

YUIMA		
<u>ACCOUNT NUMBER</u>	<u>PAST DUE AMOUNT</u>	<u>ACTION</u>
01-1059-03	83.09	Notice
01-1359-01	162.38	Notice
	\$ 245.47	

IDA		
<u>ACCOUNT NUMBER</u>	<u>PAST DUE AMOUNT</u>	<u>ACTION</u>
02-2236-02	2,032.95	Notice
02-2812-00	211.94	Notice
02-2984-09	907.96	Lien Filed
02-4015-07	46.90	Notice
02-4175-01	578.01	Notice
02-5330-09	575.90	Notice
02-6500-00	15,780.39	Lien Filed
02-6657-00	130.20	Lien Filed
02-7125-00	2,047.41	Lien Filed
02-7248-02	1,301.39	Lien Filed
02-7249-01	2,872.58	Lien Filed
02-7435-00	70.84	Notice
02-7948-03	36.55	Notice
02-8445-00	133.43	Notice
	\$ 26,726.45	

LIENS FILED / TRANSFERRED TO TAX ROLL

for liens filed and transfer to tax roll:
 July agenda
 auditor and controller by Aug 10th

**YUIMA MUNICIPAL WATER DISTRICT
2020-21 Capital Projects
As of February 28, 2021**

	Job Number	Approved 2020-21 Budget	Approved Budget Carry Forward	Current Year Expenditures 1/31/2021	Prior Year Expenditures Forward	Total Project Expenditures	Percent Expended to Budget
1 Forebay Pump Station Rehabilitaion							
	10-600-60-6300-618	\$0	\$ 5,000,000	\$ 1,482,846	\$ 3,859,392	\$ 5,342,238	107%
2 SCADA Upgrade Phase 1 & 2							
	10-600-60-6500-609	\$0	\$ 145,810	\$ 20,422	\$ 176,873	\$ 197,294	135%
This project over budget due to the necessity of incorporate the new Forebay pumpstation into the original project.							
3 District Office Solar Project							
	10-600-60-6600-600	\$0	\$ -	\$ 10,000	\$ -	\$ 10,000	
This project was not in the originally adopted budget but approved by the Board at a later date.							
4 Other Faciltiy Capital Improvements							
	10-600-60-6600-600	\$0	\$ -	\$ 6,509	\$ -	\$ 6,509	
Fencing repairs and replacements due to damage from storms, vandalizm, etc.							
Total General District Capital Projects - Proposed 2020-21		\$0	\$ 5,145,810	\$ 1,519,776	\$ 4,036,265	\$ 5,556,041	108%
1. SCADA Upgrade Phase 2							
		\$ -	\$ 168,072	\$ 19,336	\$ 109,564	\$ 128,900	77%
2. Pipeline & Facilities Replacements - IDA							
	20-62322.6	\$ -	\$ 340,000	\$ 17,391	\$ 43,771	\$ 61,163	18%
Rincon Ranch Rd. Perricone Road Paving							
Total IDA Capital Projects - Approved for 2016-17		\$ -	\$ 508,072	\$ 36,727	\$ 153,335	\$ 190,062	37%
Total Proposed General District & IDA Capital Projects 2016-17		\$ -	\$ 5,653,882	\$ 1,556,503	\$ 4,189,600	\$ 5,746,103	102%
			\$5,653,882	\$5,746,103			

YUIMA MUNICIPAL WATER DISTRICT
OPERATIONS REPORT
March 2021

Staff Report

WELLS

YUIMA General District

SCHOEPE WELLS			
WELLS	FLOW / GPM	STATUS	↓ % CHANGE ↑
PVW2	30	IN SERVICE	0%
PVW3	0	OUT OF SERVICE - PUMP	0%
PVW3R	60	IN SERVICE	0%
PVW4	0	OFF DUE TO WATER LEVEL	0%
PVW5	0	OFF DUE TO WATER LEVEL	0%

IDA

STRUB WELLS			
WELLS	FLOW / GPM	STATUS	↓ % CHANGE ↑
12	151	IN SERVICE	0%
19A	399	METER REPLACEMENT NEEDED	0%
20A	249	IN SERVICE	0%
25	221	IN SERVICE	0%
22	158	IN SERVICE	0%

FAN WELLS			
WELLS	FLOW / GPM	STATUS	↓ % CHANGE ↑
3	0	OFF DUE TO WATER LEVEL	0%
7A	171	IN SERVICE	0%
8	0	OFF DUE TO WATER LEVEL	0%
9	0	OFF DUE TO WATER LEVEL	0%
10	42	IN SERVICE	0%
13	0	OFF DUE TO WATER LEVEL	0%
14	300	IN SERVICE	0%
17	60	IN SERVICE	0%

18	135	IN SERVICE	0%
23	45	IN SERVICE	0%
24	109	IN SERVICE	0%
29	128	IN SERVICE	0%

HORIZONTAL WELLS**			
WELLS	FLOW / GPM	STATUS	↓ % CHANGE ↑
41	14	IN SERVICE	0%
42	26	IN SERVICE	0%
43	0	OFF DRILL BIT LODGED	0%
44	8	IN SERVICE	0%
45	0	OFF - SEDIMENT	0%
46	26	IN SERVICE	0%
47	5	IN SERVICE	0%
48	37	IN SERVICE	0%
49	9	IN SERVICE	0%
50	16	IN SERVICE	0%

*Well #18 – Supplies “Ag Only” open reservoirs at 135 gpm, Pettis and Dunlap and is being used to supply both Reservoirs alternately, as required.

** Horizontal Wells – Per SWRCB all supplies must be used for AG only; cannot blend die to high Iron and Manganese. Supplies going into Dunlap open reservoir. Repairs to the Horizontal well line have been completed. The line was relocated to mitigate future damage that occurs in the deep, difficult to access ravine. The line now parallels the well line road and connects to the old Upper Catch line which also has been repaired.

BOOSTER STATIONS

BOOSTER STATIONS		
STATION	PUMPS	STATUS
PERRICONE	1,2,3,4	PUMP 4 – MOTOR
FOREBAY	1,2,3,4	OK
EASTSIDE	1,2,3	OK
1	1,2,3,4	OK
4	1,2,3	PUMP 2 CONTROL FAILURE
6	1,2,3	OK
7	1,2,3	OK
8	1,2,3,4	OK
SCHOEPE	1,2,3	3 OK, 1 & 2 DOWN

RESERVOIRS AND TANKS

All tanks and reservoirs are currently in normal operation.

However, there are some issues that need to be addressed in the near future.

- Dunlap tank is a bolt together, galvanized tank with a life expectancy of 25 years. The tank is currently 19 years old and has high level of corrosion on the interior due to the high levels of iron and manganese that comes from the horizontal well water. The District used the tank to blend the horizontal well water until May of 2019 when the SWRCB directed us to stop that practice and only use the well water for agricultural purposes. Repair or replacement of the tank needs to occur. The District will seek information on all options available to make an informed decision as to what the best course of action will be.
- Eastside Tank was inspected and cleaned in May of 2019. The exterior of the tank was found to be in good condition with a few minor repairs. The interior of the tank, however, was found to be in extremely poor condition and was recommended to be recoated within the next three years. The tank should be re-inspected in 2022.
- Tank 1 was inspected and cleaned in 2019 and found to be in good condition. The exterior of the tank is in good condition. The interior of the tank is in good condition as well. The
- Tank 8 was also inspected and cleaned in May of 2019. The exterior is in good condition with a small roof repair needed. The tank exterior should be recoated within the next 3-5 years. The interior of the tank was found to be in poor condition and was recommend to be recoated within the next three years. The tank should be re-inspected in 2022.
- Perricone Tank was last inspected and cleaned in April of 2018. The interior and exterior of the tank was recoated in 2016. The exterior of the tank was found to be in very good condition. The interior of the tank was found to be in overall good condition. There are a few minor areas of corrosions that can be fixed to mitigate any serious damage. This tank should be re-inspected in 2021 and repairs to the existing corrosion will be completed.
- Zone 4 Tank was inspected and cleaned in January of 2019 and was found to be in very good condition. Both the interior and exterior showed little signs of corrosion. The tank should be reinspected in 2022.
- McNally 1 Tank was last inspected and cleaned in 2016. The interior of the tank was found to be in fair-good condition with a few spots needing repair, which were completed at that time. The tank is due for inspection in 2021. The exterior of McNally 1 is in fair condition. The interior and exterior of this tank should be recoated in the next 3-5 years. The tank is due for inspection in the next fiscal year.
- McNally 2 Tank was inspected and cleaned in June 2019. The exterior of the tank is in fair condition and should be recoated in the next 1-2 years. The interior of the tank is in fair condition. The area above the waterline has corrosion issues that should be closely monitored and may dictate the recoating schedule. The tank should be re-inspected in 2022.
- Schoepe Tank is due for inspection; however, the Operations staff feels the tank is in

- poor condition.
- Forebay tank is in excellent condition and due for inspection in August of 2021 (1 year after interior coating) and then every 3 years thereafter.

Bacteriological samples

The Yuima and IDA distribution systems and all special raw water groundwater well bacteriological tests are taken on schedule and the District remains in compliance of all water quality standards.

Other required water quality testing

DISTRICT OPERATIONS PERSONNEL

There are no work limitations to the District's Operations and Maintenance Staff at the present time.

OTHER PROJECTS AND PROGRAMS

Pump Maintenance – Pump maintenance has been scheduled for all pumps at all pump stations except for Schoepe.

Pump Efficiency Testing – Staff is arranging for pump efficiency testing on all pump station pumps. Staff will also be obtaining a baseline efficiency standard for the new Forebay station.

Perricone Pumpstation – Staff has been cleaning and repairing some erosion damage from recent rains. The station is cleaned, and the District will be contracting to mitigate future problems.

Station 1 Drainage Issue – The creek that runs along side Station 1 was clogged with debris from recent rains and mud entered the pumpstation. Staff has resolved the drainage issue and will be cleaning out the pumpstation.

CWA Emergency Storage Project (ESP) Valley Center MWD / Yuima MWD Inter-tie

The ESP team selected a firm to design the ESP connection from CWA to Yuima; engineers are currently designing the connection. This project is scheduled to be completed in March of 2021.

Rincon Ranch Road Pipeline Replacement

District is coordinating replacement to begin in March of 2021.

Horizontal Well Road – Needs to be cleared of weeds and debris from this winter’s rains.

SAFETY PROGRAMS AND TRAINING

Staff is using the available free online training provided by JPIA but some trainings must be taken in a live class. Additionally, the District is arranging for online training not offered by JPIA to meet certain annual training requirements.

WATER METERS AND SERVICES

Meter Replacements, Downsizing and Removals

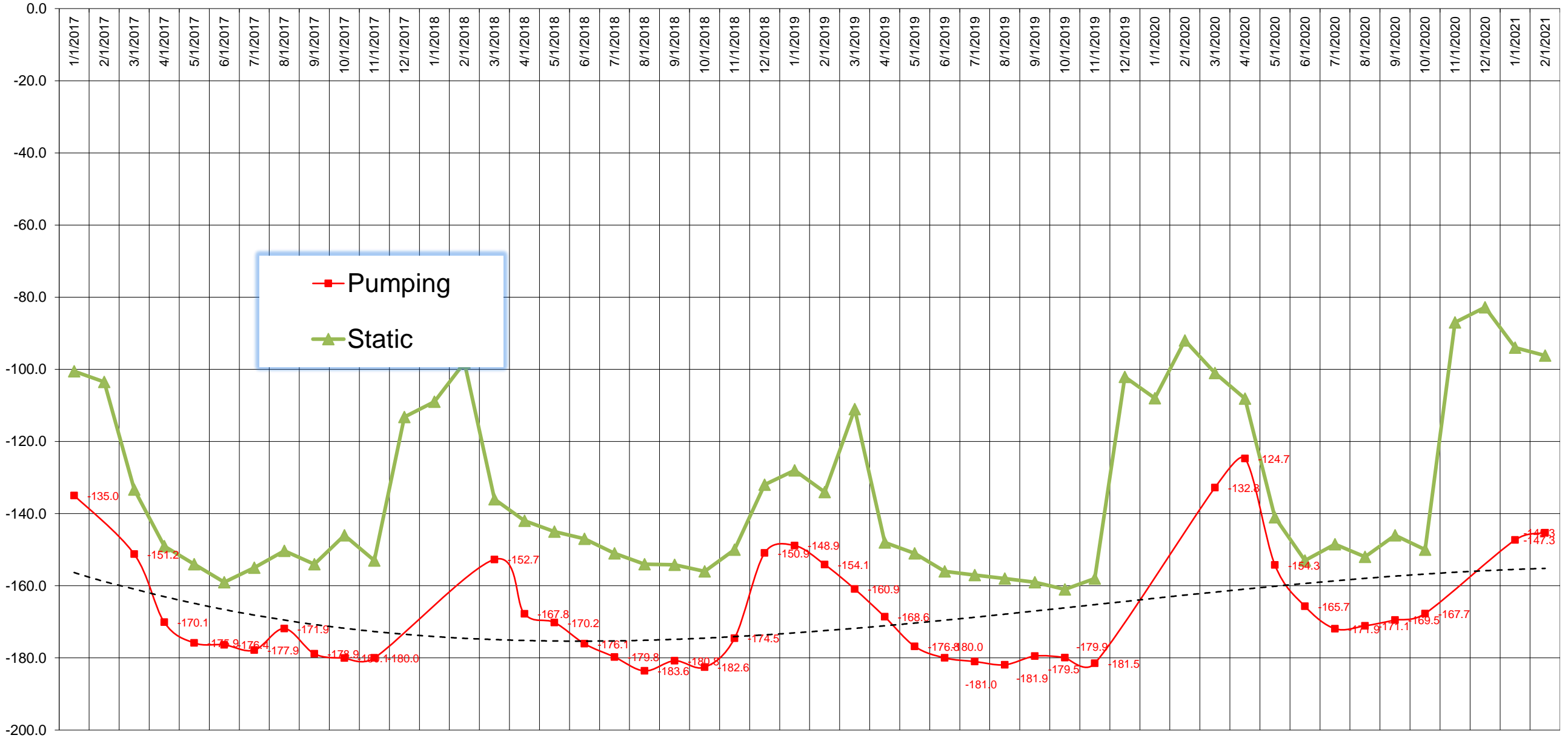
There are currently no known or reported problems at customer meter connections.

RAINFALL RECORD 2020/2021 YUIMA SHOP

Location: 34928 Valley Center Road, Pauma Valley @ 1050' elevation

	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	
1													
2													
3													
4													
5													
6					0.03								
7					0.59								
8					0.90								
9													
10													
11													
12								0.06					
13													
14													
15													
16													
17													
18													
19													
20													
21							0.01						
22							0.06						
23							0.63						
24													
25				0.07			0.14						
26													
27													
28						0.79							
29							0.25						
30													
31													
TOTALS	0.00	0.00	0.00	0.07	1.52	0.79	1.09	0.06	0.00	0.00	0.00	0.00	TOTAL YEAR 3.53
1987/88 (B)	0.00	0.00	0.00	2.60	4.17	1.20	2.97	2.23	0.97	6.95	0.40	0.00	21.49
1988/89 (B)	0.00	1.25	0.00	0.00	1.36	4.78	1.38	3.25	0.60	0.25	0.43	0.00	13.30
1989/90 (B)	0.00	0.00	1.03	0.50	0.00	0.55	4.45	2.65	0.92	3.22	0.95	1.10	15.37
1990/91	0.32	0.93	0.00	0.16	0.83	0.85	1.30	2.60	13.10	0.20	0.00	0.00	20.29
1991/92	0.70	0.00	0.40	0.85	0.30	1.90	3.25	5.60	5.30	0.15	0.50	0.00	18.95
1992/93	0.00	1.75	0.00	1.55	0.00	5.10	17.25	8.60	1.55	0.00	0.00	0.70	36.50
1993/94	0.00	0.00	0.00	0.25	2.35	0.90	1.20	4.60	5.30	2.00	0.20	0.00	16.80
1994/95	0.00	0.00	0.00	0.40	0.80	0.75	9.35	3.00	9.40	2.00	0.75	1.10	27.55
1995/96	0.10	0.00	0.00	0.00	0.20	0.85	1.50	3.50	2.30	0.50	0.00	0.00	8.95
1996/97	0.00	0.00	0.00	0.00	4.55	2.40	6.35	0.75	0.00	0.00	0.00	0.00	14.05
1997/98	0.00	0.00	2.10	0.10	2.45	2.10	3.70	10.95	4.05	3.30	3.05	0.15	31.95
1998/99	0.00	0.00	1.15	0.00	2.45	1.36	1.93	1.00	0.80	2.32	0.05	0.50	11.56
1999/2000	0.25	0.00	0.10	0.00	0.10	0.25	0.60	5.20	1.55	0.95	0.45	0.00	9.45
2000/2001	0.00	0.00	0.05	0.98	0.45	0.00	2.80	6.20	1.70	1.70	0.50	0.00	14.38
2001/2002	0.00	0.00	0.00	0.00	1.35	1.90	0.60	0.15	1.80	0.65	0.00	0.00	6.45
2002/2003	0.00	0.00	0.20	0.00	2.85	3.60	0.25	6.40	3.45	2.10	0.65	0.00	19.50
2003/2004	0.00	0.40	0.00	0.00	1.55	1.55	0.70	4.25	0.75	1.05	0.00	0.00	10.25
2004/2005	0.00	0.40	0.00	7.20	1.55	4.55	8.70	6.60	1.75	1.05	0.10	0.00	31.90
2005/2006	0.50	0.00	0.10	1.85	0.00	0.50	1.75	2.45	3.55	2.65	0.50	0.00	13.85
2006/2007	0.00	0.20	0.30	0.40	0.05	1.40	0.50	2.70	0.30	0.80	0.10	0.00	6.75
2007/2008	0.00	0.25	0.00	0.20	0.50	5.30	5.80	3.80	0.60	0.00	1.00	0.00	17.45
2008/2009	0.00	0.00	0.00	0.00	1.60	4.95	0.05	4.45	0.30	0.75	0.00	0.00	12.10
2009/2010	0.00	0.00	0.00	0.00	1.10	3.65	7.45	4.00	0.55	2.60	0.00	0.00	19.35
2010/2011	0.20	0.00	0.00	3.15	1.45	8.60	1.25	4.40	2.65	0.30	0.40	0.05	22.45
2011/2012	0.00	0.00	0.15	0.65	2.65	1.20	1.15	2.05	2.25	3.15	0.10	0.00	13.35
2012/2013	0.00	0.00	1.50	0.40	0.45	2.70	1.50	1.25	1.70	0.10	0.40	0.00	10.00
2013/2014	0.28	0.00	0.00	1.48	0.15	0.40	0.25	0.95	2.95	0.80	0.00	0.00	7.26
2014/2015	0.00	0.20	1.00	0.00	1.00	4.90	0.70	0.90	1.60	0.75	1.20	0.50	12.75
2015/2016	1.90	0.30	1.70	0.35	0.90	2.65	3.40	1.15	1.50	0.75	0.40	0.00	15.00
2016/2017	0.00	0.00	1.00	0.16	1.75	4.37	7.17	6.05	0.20	0.00	1.34	0.00	22.04
2017/2018	0.07	0.12	0.13	0.00	0.00	0.00	3.18	0.88	2.55	0.01	0.12	0.00	7.06
2018/2019	0.00	0.00	0.00	1.27	2.51	1.63	2.34	7.98	1.68	0.40	1.83	0.12	19.76
2019/2020	0.00	0.00	0.30	0.00	4.17	2.46	0.17	0.64	5.39	5.96	0.03	0.20	19.32
33 Year Average	0.13	0.18	0.34	0.74	1.38	2.40	3.18	3.67	2.52	1.44	0.47	0.13	16.58

Yuima Municipal Water District
River Well Static (21A) and Pumping Levels
For Yuima Wells No. 12, 19A, 20A and 25
(Increasing Inverse = improving water levels)
Pumping and Static Levels (feet below ground level)
(Updated February 2021) 2017-Current

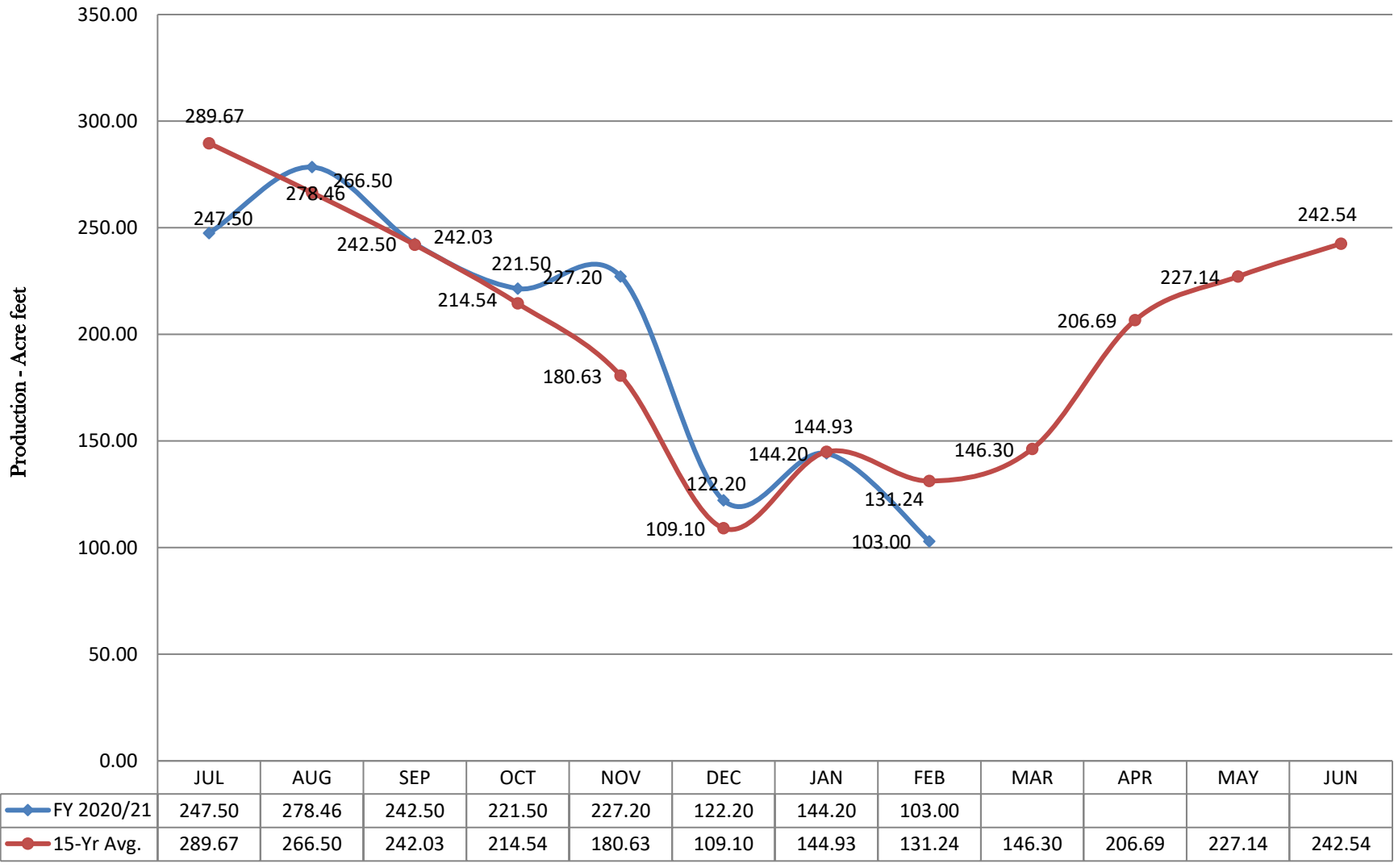


Yuima Municipal Water District - Production/Consumption Report

YUIMA GENERAL DISTRICT			FISCAL		CALENDAR	
	Feb-21	Jan-21	2020-21	2019-20	2021	2020
Produced and Purchased Water						
11-1590 IDA	10.7	19.5	50.5	0.3	30.2	20.3
10-1009 SDCWA	128.1	140.2	3991.5	4684.7	268.3	5068.5
10-1001 SCHOEPE	5.5	7.8	76.9	109.1	13.2	140.0
Total Produced and Purchased	144.3	167.4	4118.9	4794.0	311.7	5228.8
Consumption						
CUSTOMERS GENERAL DISTRICT	83.1	88.8	1791.9	2325.5	171.9	2380.1
10-2100 TAP 1	21.0	24.3	768.5	1062.0	45.3	1025.9
990 minus 20-2008 TAP 2	11.3	18.6	872.8	764.3	29.9	984.9
10-1200 TAP 3	23.9	31.0	554.7	678.6	54.9	737.4
Total Consumption - Yuima	139.3	162.7	3987.9	4830.5	302.0	5128.3
Storage Level Changes	5.5	-2.0	-2.6	3.5	3.5	-2.9
Slippage - Acre Feet	10.5	2.8	128.5	-33.0	13.3	97.6
Slippage %	7.2	1.7	3.1	-0.7	4.3	1.9
IMPROVEMENT DISTRICT "A"						
Produced Strub Zone Wells						
20-2012 RIVER WELL 12	10.4	10.8	129.0	172.1	21.2	198.8
20-2091 RIVER WELL 19A	27.5	28.5	294.8	389.5	56.0	396.1
20-2020 RIVER WELL 20A	0.1	22.6	167.3	285.2	22.7	296.4
20-2025 RIVER WELL 25	19.4	19.6	194.5	241.2	39.0	288.5
20-2022 FAN WELL 22	12.6	11.1	110.2	190.5	23.7	170.2
Total Produced Strub Zone Wells	70.0	92.6	895.8	1278.5	162.6	1350.0
Produced Fan Wells						
20-2007 WELL 7A	0.0	0.0	0.9	26.4	0.0	1.1
20-3000 WELL 10	0.0	0.0	2.8	6.3	0.0	2.8
20-2014 WELL 14	5.8	10.4	163.8	186.9	16.2	218.5
20-2017 WELL 17	1.4	9.5	95.0	48.0	10.9	107.0
20-2018 WELL 18	0.0	0.0	26.1	52.1	0.0	32.7
20-2023 WELL 23	1.2	2.0	32.0	40.7	3.2	43.7
20-2024 WELL 24	1.9	4.2	65.6	84.5	6.1	91.3
20-2029 WELL 29	1.7	1.6	70.7	82.3	3.3	81.3
20-20410-500 HORIZONTAL WELLS	10.6	10.8	81.7	202.9	21.4	158.6
Code K Usage WELL USE AGREEMENTS ("K")	10.4	13.2	152.8	193.9	23.6	217.8
Total Produced Fan Wells	33.0	51.6	691.4	923.8	84.6	954.9
Total Produced Strub and Fan Wells	103.0	144.2	1587.2	2202.3	247.2	2304.9
Purchased Water						
10-2100 TAP 1	21.0	24.3	768.5	1062.0	45.3	1025.9
990 minus 20-2008 TAP 2	11.3	18.6	872.8	764.3	29.9	984.9
10-1200 TAP 3	23.9	31.0	554.7	678.6	54.9	737.4
Total Purchased Water	56.2	73.8	2195.9	2505.0	130.0	2748.2
Total Produced and Purchased	159.2	218.1	3783.1	4707.3	377.3	5053.1
Consumption						
CUSTOMERS IDA	134.7	185.2	3631.3	4401.8	319.9	4817.4
Interdepartmental to Y	10.7	19.5	43.9	0.7	30.2	14.1
Total Consumption - IDA	145.4	204.7	3675.2	4402.5	350.1	4831.5
Storage Level Changes	2.3	-1.5	-2.2	2.0	0.7	-2.8
Slippage - Acre Feet	16.1	11.9	105.7	306.8	27.9	218.7
Slippage %	10.1	5.4	2.8	6.5	7.4	4.3
Combined General District and IDA						
PRODUCED YUIMA	144.3	167.4	4118.9	4794.0	311.7	5228.8
PRODUCED IDA	103.0	144.2	1587.2	2202.3	247.2	2304.9
Total Produced and Purchased	247.3	311.7	5706.0	6996.4	558.9	7533.7
Consumption	217.8	274.0	5423.2	6727.3	491.8	7197.5
Storage Level Changes	7.8	-3.5	-4.7	5.5	4.3	-5.7
Slippage - Acre Feet	26.5	14.7	234.2	273.9	41.2	316.3
Slippage %	10.7	4.7	4.1	3.9	7.4	4.2

Notes:

Yuima Municipal Water District
 Monthly Production from District-Owned Wells
 in Acre-feet Updated February 2021



YUIMA MUNICIPAL WATER DISTRICT

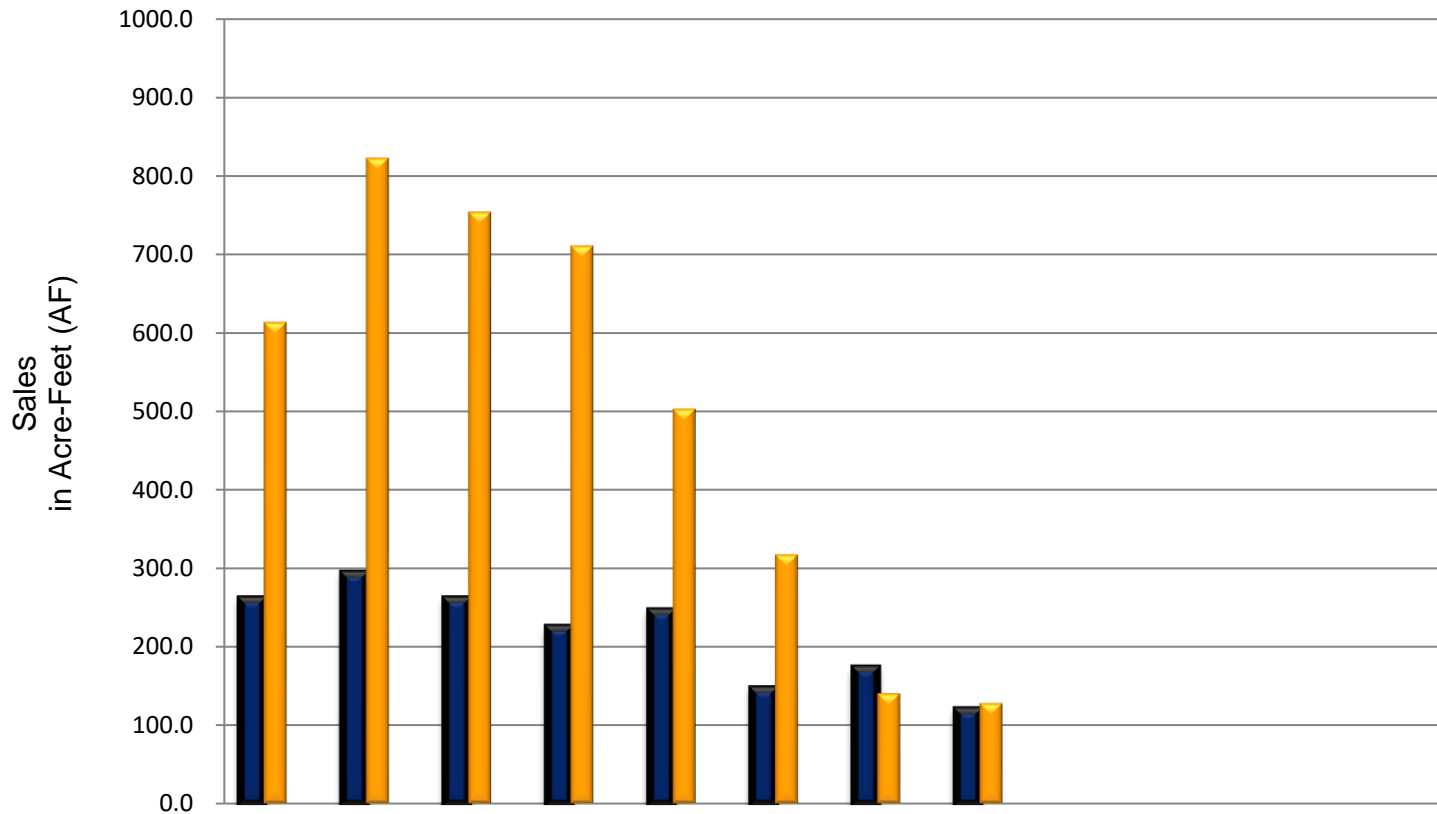
REPORT OF DISTRICT WATER PURCHASED AND PRODUCED

	Month Comparative One (1) Year Ago			Fiscal Year to Date Comparatives		
	Feb-21	Feb-20	%CHANGE	2020/21	2019/20	%CHANGE
LOCAL SUPPLY	118.5	151.0	-21.5%	1713.9	1592.2	7.6%
AUTHORITY	128.1	158.9	-19.4%	3991.5	3553.5	12.3%
TOTAL PRODUCED & PURCHASED	246.6	309.9	-20.4%	5705.4	5145.7	10.9%
CONSUMPTION	217.8	278.5	-21.8%	5423.2	4933.2	9.9%
% LOCAL	48.1%	48.7%	-0.7%	30.0%	30.9%	-0.9%
%AUTHORITY	51.9%	51.3%	0.7%	70.0%	69.1%	0.9%

FISCAL YEAR ENDING JUNE 30 COMPARATIVES

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
LOCAL SUPPLY	2311.7	1688.5	2107.5	2058.1	2334.3	2726.6	3145.7	4199.9	4353.8	3356.5	2858.8	3729.7	2583.6	4060.1
AUTHORITY SUPPLY	4684.7	4819.6	4780.9	4470.6	3621.1	4468.4	4596.1	2149.3	1183.6	1617.7	2521.8	2347.0	3719.8	3573.5
TOTAL PRODUCED & PURCHASED	6996.4	6508.1	6888.4	6528.7	5955.4	7195.0	7744.8	6349.2	5537.4	4974.2	5380.6	6076.7	6303.4	7633.6
CONSUMPTION	6727.3	6351.1	6629.8	6379	5887.8	7175.6	7591.1	6310.3	5486.9	4959.0	5310.8	5909.0	6088.3	7380.5
% LOCAL	33.0%	25.9%	30.6%	31.5%	39.2%	37.9%	40.6%	66.1%	78.6%	67.5%	53.1%	61.4%	41.0%	53.2%
% AUTHORITY	67.0%	74.1%	69.4%	68.5%	60.8%	62.1%	59.4%	33.9%	21.4%	32.5%	46.9%	38.6%	59.0%	46.8%

**YUIMA MUNICIPAL WATER DISTRICT
WATER PRODUCED & PURCHASED
2020-21**



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
LOCAL SUPPLY PRODUCED	259.7	292.2	259.4	223.2	244.3	145.1	171.5	118.5	0.0	0.0	0.0	0.0
AUTHORITY PURCHASED	613.9	822.9	754.5	711.4	503.1	317.4	140.2	128.1				
TOTAL PROD/PURCH	873.6	1115.1	1013.9	934.6	747.4	462.5	311.7	246.6				