

# Regular Meeting of the Board of Directors of Yuima Municipal Water District Monday, August 22, 2022 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

- 2:00 p.m.
   1.
   Roll Call Determination of Quorum
   Broomell

   2.
   Pledge of Allegiance
   Broomell
  - **3. Approval of Agenda –** At its option, the Board may approve the agenda, Simpson delete an item, reorder items and add an item to the agenda per the provisions of Government Code §54954.2.
  - 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)

# I. <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 July 25, 2022.
- **2.** Approve of Accounts Paid and Payables for & Reporting under Government Code §53065.5 for July 2022.
- **3.** Acceptance of Monthly Financial Reports July 2022, Treasurer's Report and Cash Statements.

# 2:10-3:00 P.M. **II. ACTION DISCUSSION**

1. <u>Discussion / Possible Action: Authorize General Manager to Negotiate and</u> Simpson Enter Into A Well Lease Agreement with T-Y Nursery.

*Background:* TY Nursery approached the District regarding the possibility of leasing a well located on their Yard 1. The General Manager is requesting Authorization to negotiate and enter into an agreement to lease the use of this well.

*Recommendation*: That, should the Board agree, they authorize the General Manager to negotiate and enter into a well lease agreement with TY Nursery.

		2.	Approval of Service Agreement Between the Upper San Luis Rey Groundwater Management Authority.	Simpson
			<i>Background:</i> The proposed agreement addresses the Scope of Work to which Yuima will perform the Administrator duties and the cost of service. While the proposed contract indicates a monthly fee of \$1150.00 to the Authority; the Agreement stipulates that Yuima must be reimbursed actual reasonable costs.	
			<i>Recommendation:</i> That, should the Board agree, they approve the contract as presented.	
		3.	Proposed Resolution Approving Agreement for Emergency and Support Services for the Rancho Estates Mutual Water Company and Rescinding Resolution No. 1890-21.	Simpson
			<i>Background:</i> The Rancho Estates Mutual Water Company has requested the renewal of their emergency services contract for the 2022/2023 fiscal year.	
			<i>Recommendation</i> : That, should the Board agree, they approve the resolution as presented.	
		4.	Authorize General Manager to Sign Grant of Easement to Valley Center Municipal Water District for Installation and Maintenance of the San Diego County Water Authority ESP Facilities Being Constructed.	Simpson
			<i>Background:</i> As part of the District's agreement with the San Diego County Water Authority and Valley Center Municipal Water District a portion of the District's ESP facilities are being constructed and maintained by VCWMD. This document grants VCMWD easement to install and maintain these facilities.	
			<i>Recommendation</i> : That, should the Board agree, they authorize the General Manager to execute the document.	
	III.		CLOSED SESSION	Jungreis
		1.	<u>CONFERENCE WITH LEGAL COUNSEL-</u> Pending Litigation-1 Case San Luis Rey Indian Water Authority. Pursuant to Government Code Section 54956.9 <u>.</u>	
3:10-3:30 P.M.	IV.		INFORMATION / REPORTS	
		1.	Board Reports / Meetings JPIA San Diego County Water Authority/MWD Other Meetings (SGMA/GSA)	Villalobos Reeh Simpson
		2.	Administrative General Information	Reeh
		3.	Capital Improvements	Reeh
		4.	<b>Operations</b> General Information	Quinn

Rainfall Production / Consumption Report Well Levels District Water Purchased

Finance & Administrative Services
 General Information
 FY 2022 CERBT Account Summary Report (information only)
 Delinquent Accounts

Brewer

# 3:30 - 3:35 P.M. V. OTHER BUSINESS

# 3:35 P.M. VI. 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. CONSENT CALENDAR

# MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF YUIMA MUNICIPAL WATER DISTRICT July 25, 2022

The Regular Meeting of the Board of Directors of the Yuima Municipal	Regular Meeting 07/25/2022
Water District was held at the office of the district, 34928 Valley Center Road,	
Pauma Valley, California on Monday, the 25 <sup>th</sup> day of July 2022.	
1. ROLL CALL – DETERMINATION OF QUORUM	
President Simpson called the meeting to order at 2:01 p.m.	Call to Order 2:01 p.m.
Directors Present:	Present: 4
Roland Simpson, President Steve Wehr, Vice-President Don Broomell, Secretary/Treasurer Bruce Knox, Director	
President Simpson declared that a quorum of the Board was present.	Quorum Present
Directors Absent: Laney Villalobos, Director	Absent: 1
Others Present: Amy Reeh, General Manager, YMWD Carmen Rodriguez, Administrative Assistant, YMWD Lynette Brewer, Finance & Admin. Manager, YMWD Mark Quinn, Operations Manager, YMWD Jeremy Jungreis, General Counsel (joined at 2:19 p.m. via teleconference) Oggie Watson, T-Y Nursery	Others Present
<ol> <li>PLEDGE OF ALLEGIANCE General Manager Reeh led those present in the Pledge of Allegiance.</li> </ol>	

# 3. APPROVAL OF AGENDA

No changes to the agenda were proposed.

# 4. PUBLIC COMMENT

Oggie Watson from T-Y Nursery inquired about the possibility of Yuima leasing Well 1 (located in Yard 1) from T-Y Nursery. General Manager Reeh advised Mr. Watson and the Board members that she was waiting on information from Tran Control Scada Solutions before presenting it to the Board. General Manager Reeh hopes to have all the information by next month.

# I. <u>SPECIAL REPORTS</u>

1. Joint Powers Fire Report

CAL Fire was not present to give the Fire Report. The 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 June 27, 2022, Accounts Paid and Payables for June 2022, and Monthly Financial Reports for June 2022 were approved by the following roll-call vote, to wit:

AYES:Wehr, Knox, Broomell, SimpsonNOES:NoneABSTAIN:NoneABSENT:Villalobos

# III. ACTION/DISCUSSION

1. <u>Approval of Purchase Order to CalPERS for a Payment of the Annual</u> <u>Unfunded Accrued Liability Payment for 2022/2023 in the Amount of</u> <u>\$181,324.</u>

Following discussion and upon motion being offered by Director Knox seconded by Director Simpson, the *Purchase Order to CalPERS for a Payment of the Annual Unfunded Accrued Liability Payment for 2022/2023 in the Amount of \$181,324* was approved and carried unanimously by the following roll-call vote, to wit:

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

2. <u>Proposed Resolution Approving Agreement for Emergency and</u> <u>Support Services for the Rancho Estates Mutual Water Company and</u> <u>Rescinding Resolution No. 1890-21.</u>

The proposed resolution was tabled till next Board Meeting.

# 3. Resolution 1922-22 Amending the Reserve Policy.

Following discussion and upon motion being offered by Director Knox seconded by Director Wehr, *Resolution 1922-22 Amending the Reserve Policy* was approved and carried unanimously by the following roll-call vote, to wit:

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

# 4. <u>Resolution 1923-22 Amending Appendix "B" of the Conflict of Interest</u> <u>Code and Rescinding Resolution No. 1864-20</u>.

Following discussion and upon motion being offered by Director Simpson seconded by Director Knox, *Resolution 1923-22 Amending Appendix "B" of the Conflict of Interest Code and Rescinding Resolution No. 1864-50* was approved and carried unanimously by the following roll-call vote, to wit:

AYES:	Wehr, Knox, Broomell, Simp	son
NOES:	None	
ABSTAIN:	None	
ABSENT:	Villalobos	

# IV. <u>CLOSED SESSION</u>

The Board entered into closed session at 2:19 p.m. There is one (1) pending litigation case, San Luis Rey Indian Water Authority. Pursuant to Government Code Section 54956.9, Legal Counsel, Jeremy Jungreis, joined the meeting via videoconference. There was no Board action taken during closed session to report. Closed Session exited at 3:08 p.m. Legal Counsel, Jeremy Jungreis, exited the meeting.

# V. 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 others these reports will not be verbally reviewed. Specific questions will be addressed if necessary.

# 1. Board Reports/Meeting

No Reports were Available.

# 2. Administrative

General Manager Reeh reported that the San Diego County Water Authority is putting together a group to work with agriculture producers regarding water demand and reworking the rate model. General Manager Reeh picked the top 3 Yuima MWD AG customers to work with SDCWA, Oggie Watson from T-Y Nursery, Mike Perricone from Sam Mountain Ranch and Roland Simpson.

# 3. Capital Improvement Program

The Capital Improvement Report was available in the Board packet.

# 4. Operations

The Operations Report was available in the Board packet.

# 5. Counsel

Counsel was not present.

# 6. Finance & Administrative Services

Reports were available in the Board packet.

# V. OTHER BUSINESS

No other business was presented.

# VI. ADJOURNMENT

There being no further business to come before the Board the meeting was adjourned at 3:14 p.m.

Don Broomell, Secretary/Treasurer

Roland Simpson, President

Yuima Municipal Water District

Expenditure Transaction Report

07/01/2022 - 07/31/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Item Amount	Payment Amount
71142	7/8/2022 07/15/22 #13-012-02 07/15/22 #13-012-03	196 07/15/22 STATION 8 07/15/22 ZONE 4 TANK	CITY NATIONAL BANK	64,605.63 31,615.85	96,221.48
71143	7/8/2022 2096	1471 Weed Abatements	CONTROLLED ENVIRONMENTS LLC	953.00	953.00
71144	7/8/2022 L0635278	1395 IDA Water Tests	Eurofins Eaton Analytical, LLC	385.00	385.00
71145	7/8/2022 0802915	1433 4"x3" CL-150 S/O REDUCING FLAN	FERGUSON WATERWORKS #1083 NGE	500.82	500.82
71146	7/8/2022 13094652	405 Main Board, Programmed	HACH COMPANY	400.66	400.66
71147	7/8/2022 0522-23	1005 05/2022 462.5 AF PURCH 462.5 AF	SAN DIEGO COUNTY WATER AUTHO PSAWR CREDIT	RITY 672,054.09	672,054.09
71148	7/8/2022 JUN 2022	1025 05/20/22-06/20/22	SDG&E	200,853.88	200,853.88
71149	7/8/2022 619914 619914	1065 2" DIAPHRAM 2" DIAPHRAM WASHER	TEMECULA VALLEY PIPE	1,123.29 64.65	1,187.94
71150	7/8/2022 015972	1102 Nitrate Test n Tubes	USA BLUE BOOK	561.93	561.93
71151	7/8/2022 5585487 5586788 5586789 5587731	1225 STATION 1 CL2 EASTSIDE CL2 STATION 1 CL2 STATION 1 AMMONIA	WATERLINE TECHNOLOGIES	370.00 185.00 555.00 271.13	1,381.13
71152	7/12/2022 INV0002253	1130 Valic Deferred Compensation	VALIC GA#24515	500.00	500.00



71153	7/12/2022 508016 508016	3 LAZY H PARTS Open PO for Parts	A-1 IRRIGATION, INC. 4.55 27.20	31.75
71154	7/12/2022 0689199 INV0002254 INV0002255 INV0002256 INV0002257 INV0002263	16 AUGUST 2022 Dental Insurance GTL GTL Admin Health Benefits Vision	ACWA JPIA 3,664.00 586.79 408.36 18.00 11,854.78 189.28	16,721.21
71155	7/12/2022 Q4 2021/22	22 Q4 2021/22 APR-JUN	ACWA/JPIA 3,793.95	3,793.95
71156	7/12/2022 000018428438	45 Office Phone Service	AT&T 288.06	288.06
71157	7/12/2022 YMWD2022-GRANTS5 YMWD2022-GRANTS5 YMWD2022-GRANTS5	1847 DACI Grant RESEARCH SGWP Grant	DENISE M. LANDSTEDT 784.00 96.00 240.00	1,120.00
71158	7/12/2022 25-6A 097028 06/30/22	256 Waste Services	EDCO Waste and Recycling Services, Inc. 192.34	192.34
71159	7/12/2022 381509	97 Unleaded Fuel	FALLBROOK OIL COMPANY 4,195.91	4,195.91
71160	7/12/2022 25AR1464555	1778 Copy Services	IMAGE SOURCE, INC. 141.44	141.44
71161	7/12/2022 247118316001 247118316001 247118316001 247118316001 247118316001	1816 Blue Pens Cleaning Duster Dish Soap Paper Clips Post it Flags	OFFICE DEPOT 10.62 19.15 12.00 10.23 12.71	64.71
71162	7/12/2022 SDN21550	2020 REFRIGERANT FOR SYSTEM	ONTARIO REFRIGERATION SERVICE, INC. 417.79	417.79
71163	7/12/2022 JUN 2022	2004 4.22 AF PURCH .07 AF WHEELED	Pauma Band Of Mission Indians 756.52	756.52
71164	7/12/2022 07/2022 POSTAGE REFILL	1112 FY22/23 Postage Refill	Pitney Bowes Reserve Acct- ACCT#41097148 1,000.00	1,000.00

71165	7/12/2022 INV141529	2017 SoloProtect Device	SOLOPROTECT US, LLC	212.45	212.45
71166	7/12/2022 OSV000002807460	1666 FY22/23 GPS Monitoring	Verizon Connect	52.00	52.00
71167	7/12/2022 3319082	1265 Copy Machine Rental	XEROX FINANCIAL SERVICES LLC	455.47	455.47
71168	7/26/2022 INV0002268	1130 Valic Deferred Compensation	VALIC GA#24515	750.00	750.00
71169	7/28/2022 08-1-4450 2022/23 ANNUAL FEE	12 FY22/23 Answering Service	ABILITY	750.00	750.00
71170	7/28/2022 0008695	22 FY22/23 Property Insurance Deposit	ACWA/JPIA t	13,966.83	13,966.83
71171	7/28/2022 INV0002251 INV0002252	1896 AFLAC-Cancer Coverage Insurance AFLAC-Accident Coverage Insuranc		40.36 88.40	128.76
71172	7/28/2022 3243A 3243B	2030 Janitorial Services FY22/23 Janitorial Services	AMERICA'S JANITORIAL SERVICE	235.00 660.00	895.00
71173	7/28/2022 287276569280X07212022	1510 FY22/23 Cell Phone Services	AT & T MOBILITY	162.54	162.54
71174	7/28/2022 2124	1471 District Weed Abatement	CONTROLLED ENVIRONMENTS LLC	953.00	953.00
71175	7/28/2022 LC22-59	173 FY22/23 LAFCO Fees	COUNTY OF SAN DIEGO - AUDITOR	9,065.84	9,065.84
71176	7/28/2022 22-54	120 FY22/23 SD CSDA Memership	CSDA SAN DIEGO CHAPTER	150.00	150.00
71177	7/28/2022 381870	97 FY22/23 Unleaded/Diesel Fuel	FALLBROOK OIL COMPANY	924.30	924.30
71178	7/28/2022 YMWD-01-22-01 YMWD-01-22-03 YMWD-01-22-04 YMWD-01-38	1958 GSP Annual Report GSP Annual Report GSP Annual Report Geoscience Support For San Luis R	Geoscience Support Services ey Valley GSP	24,974.50 8,824.06 8,278.48 544.50	42,621.54

71179	7/28/2022 25AR1478633	1778 FY22/23 Copy Services	IMAGE SOURCE, INC.	249.68	249.68
71180	7/28/2022 000017	2014 Locating Training	John Foster	1,400.00	1,400.00
71181	7/28/2022 247118316002	1816 Packing Tape	OFFICE DEPOT	14.48	14.48
71182	7/28/2022 SDN21484M	2020 Forebay HVAC Maintenance	ONTARIO REFRIGERATION SERVICE	, INC. 415.00	415.00
71183	7/28/2022 75048	2032 Brass Sounder Weights-6PK	POWERS ELECTRIC PRODUCTS	367.41	367.41
71184	7/28/2022 932923 932924 932928 932929 932936	1948 JUNE 2022 SIGMA MAY & JUNE 2022 LABOR & EMPLOYMENT MAY 8 MAY AND JUNE 2022 EINBINDER MAY & JUN 2022	RUTAN & TUCKER, LLP	9,824.50 2,413.50 3,022.50 260.00 3,021.33	18,541.83
71185	7/28/2022 26324	1035 Truck #1 Brake Service	SERRATOS AUTOMOTIVE & TIRE	110.00	110.00
71186	7/28/2022 YMA0040	1758 Computer Expense Programming	TRAVIS W. PARKER / Maintenance	250.00	250.00
71187	7/28/2022 476767	1587 Trench Plate Rental	TRENCH PLATE RENTAL CO	299.79	299.79
71188	7/28/2022 620220842	1118 FY22/23 Dig Alert Tickets	UNDERGROUND SERV. ALERT	16.60	16.60
71189	7/28/2022 5588567 5588568 5588569 5588571 5589473 5589474 5589483 5589484 5589874 5589874 5590913 5592186 5592187	1225 STATION 1 CL2 EASTSIDE CL2 WELL 24 CL2 LHMWC CL2 FY22/23 Station 1 Ammonia FY22/23 Eastside Ammonia FY22/23 Eastside Chlorine FY22/23 Station 1 Chlorine FY22/23 Station 1 Ammonia FY22/23 Lazy H Chlorine FY22/23 Station 1 Chlorine	WATERLINE TECHNOLOGIES	438.00 328.50 43.80 902.26 391.13 219.00 657.00 842.26 657.00 657.00	5,245.45

71190	7/28/2022 3326764	1265 FY22/23 Lease Agreement	XEROX FINANCIAL SERVICES LLC	134.64	134.64
DFT0001313	7/8/2022 100000016841566 100000016841825	1777 21/22 PEPRA 1959 Survivor Adj 21/22 CLASSIC 1959 Survivor	CalPERS Financial Reporting &	220.90 282.00	502.90
DFT0001314	7/12/2022 INV0002258	118 PEPRA Member Contributions	CALPERS -FISCAL SERVICES DIV.	512.47	512.47
DFT0001315	7/12/2022 INV0002259	118 PEPRA Employer Contribution	CALPERS -FISCAL SERVICES DIV.	567.14	567.14
DFT0001316	7/12/2022 INV0002260	118 PERS Classic Member Contribution	CALPERS -FISCAL SERVICES DIV.	1,702.74	1,702.74
DFT0001317	7/12/2022 INV0002261	118 PERS Employer Classic Member Co	CALPERS -FISCAL SERVICES DIV.	3,245.83	3,245.83
DFT0001318	7/12/2022 INV0002262	1562 SIP 457 Director Def Comp ER	CALPERS 457 PLAN	30.00	30.00
DFT0001319	7/12/2022 INV0002264	118 1959 Survivor Benefit	CALPERS -FISCAL SERVICES DIV.	8.37	8.37
DFT0001320	7/12/2022 INV0002265	1857 State Withholding	EMPLOYMENT DEVELOPMENT DEP	ARTMENT 1,396.30	1,396.30
DFT0001321	7/12/2022 INV0002266	1857 SDI Withholding	EMPLOYMENT DEVELOPMENT DEP	ARTMENT 344.39	344.39
DFT0001322	7/12/2022 INV0002267 INV0002267	1856 Federal Withholding Medicare Withholding	EFTPS - Federal Payroll Tax	3,825.87 919.56	4,745.43
DFT0001323	7/12/2022 07/15/2022	1938 FOREBAY PUMP STATION	BBVA USA	167,310.50	167,310.50
DFT0001324	7/26/2022 INV0002269	118 PEPRA Member Contributions	CALPERS -FISCAL SERVICES DIV.	516.11	516.11
DFT0001325	7/26/2022 INV0002270	118 PEPRA Employer Contribution	CALPERS -FISCAL SERVICES DIV.	571.17	571.17
DFT0001326	7/26/2022 INV0002271	118 PERS Classic Member Contribution	CALPERS -FISCAL SERVICES DIV.	1,702.16	1,702.16

DFT0001327	7/26/2022 INV0002272	118 PERS Employer Classic Member Co	CALPERS -FISCAL SERVICES DIV. ontribution 3,244.	3,244.74 74
DFT0001328	7/26/2022 INV0002273	118 1959 Survivor Benefit	CALPERS -FISCAL SERVICES DIV. 8.	8.37 37
DFT0001329	7/26/2022 INV0002274	1857 State Withholding	EMPLOYMENT DEVELOPMENT DEPARTMENT 1,258.	1,258.57 57
DFT0001330	7/26/2022 INV0002275	1857 SDI Withholding	EMPLOYMENT DEVELOPMENT DEPARTMENT 329.	329.51 51
DFT0001331	7/26/2022 INV0002276 INV0002276	1856 Federal Withholding Medicare Withholding	EFTPS - Federal Payroll Tax 3,528. 868.	
DFT0001332	7/28/2022 2022/23 UAL PAYMENT 2022/23 UAL PAYMENT	1777 22/23 Classic UAL 22/23 PERRA UAL	CalPERS Financial Reporting & 179,953. 1,371.	
DFT0001333	7/28/2022 2022 Q2	1857 QTRLY STATE PAYROLL TAX DUI	EMPLOYMENT DEVELOPMENT DEPARTMENT E 55.	55.20 20
EFT0000042	7/12/2022	Payroll		22,675.04
EFT0000043	7/26/2022	Payroll		21,274.74
			То	al 1,519,578.84

# Government Code 53065.5 Reporting - Fiscal Year 2022/2023

		July	А	ugust	Septe	mber	October	Nover	nber D	ecember	Janua	ry Fo	ebruary	Ma	arch	Ар	ril	Ma	ay	Ju	une	2022	/2023
1040	Allen																					\$	-
0900	Mark																					\$	-
1349	Matt																					\$	-
1772	Amy																					\$	-
1827	Noel																					\$	-
1858	Lynette																					\$	-
	Carmen																					\$	-
1946	Breona																					\$	-
1997	Rosbelth																					\$	-
	TOTAL	\$-	\$	-	\$	-	\$ -	\$	- \$	-	\$ ·	• \$	-	\$	-	\$	-	\$	-	\$	-	\$	-

#### California Government Code Section 53065.5

Each special district, as defined by subdivision (a) of Section 53036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred (\$100) for each individual charge for services or products received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.

Government Code 53065.5 reporting Breakdown available in the Finance Department

file-L-02-46.6



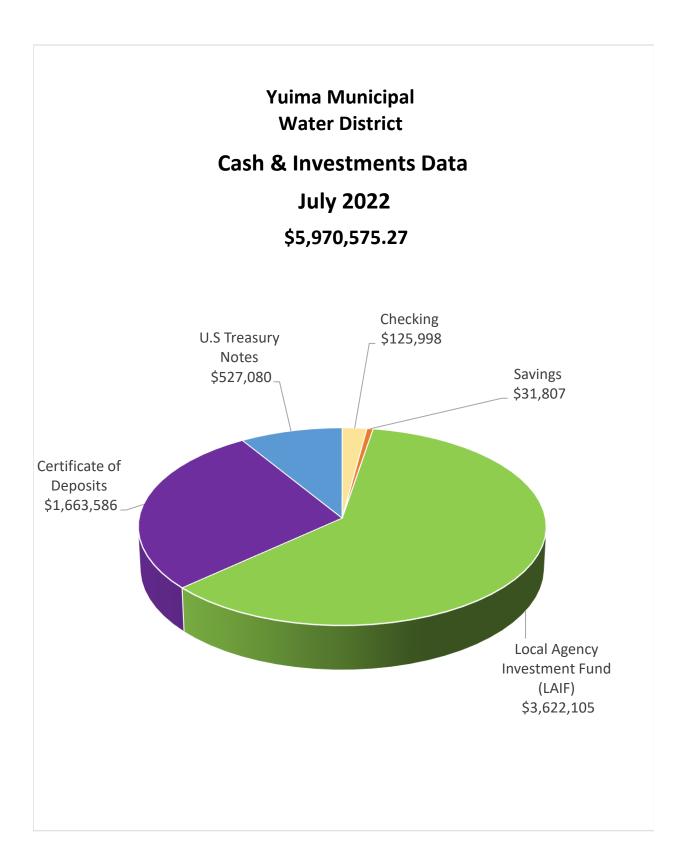
# **Pooled Cash Report**

Yuima Municipal Water District

For the Period Ending 7/31/2022

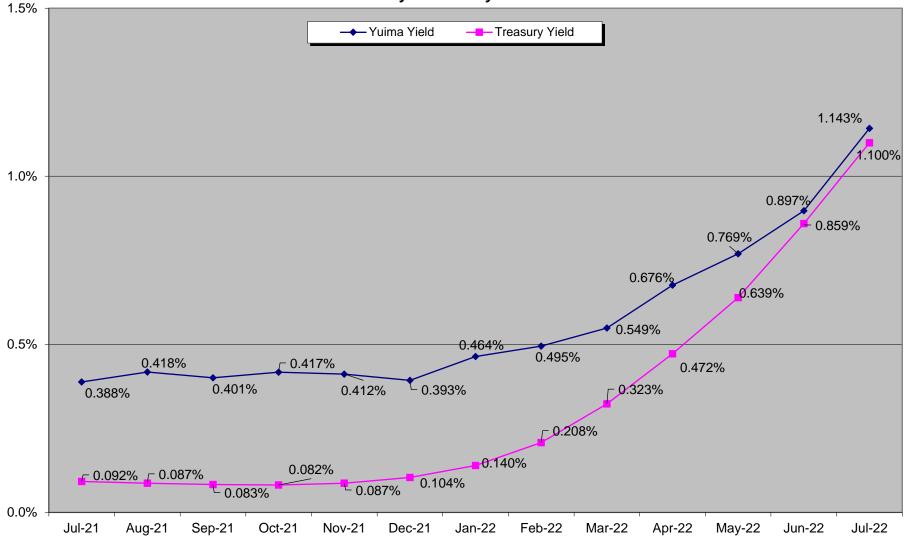
- main						
ACCOUNT #	ACCOUNT	NAME		BEGINNING CU BALANCE AC		CURRENT BALANCE
CLAIM ON CASH						
01-1001-000	Claim on Cas	h - Yuima General District	3,707,54	44.01	(51,561.57)	3,655,982.44
02-1001-000	Claim on Cas	h - IDA	1,203,82	14.69	(272,183.86)	931,630.83
10-1001-000	Claim on Cas	h - Yuima General District Capital	1,112,87		(3,900.39)	1,108,971.22
20-1001-000		h - IDA Capital	274,54		(554.48)	273,990.78
TOTAL CLAIM ON CA	SH		6,298,7	75.57	(328,200.30)	5,970,575.27
CASH IN BANK						
Cash in Bank						
<u>99-1000-000</u>	Petty Cash		50	00.00	0.00	500.00
<u>99-1000-011</u>	General Cheo	cking	124,14	124,147.13 1,350.75		
<u>99-1100-015</u>	General Savir	ngs	10,05	54.41	0.25	10,054.66
<u>99-1100-017</u>	Official Pay	-	7,02	23.44	13,000.28	20,023.72
<u>99-1200-020</u>	LAIF State Tr	easury	4,210,89	97.88	(588,792.79)	3,622,105.09
<u>99-1300-030</u>	UBS Financia	l Services - Clearing	1,72	1,728.71		1,728.71
99-1300-035	Higgins Capit	al Management - Clearing	17	76.50	(176.44)	0.06
99-1400-040	Texas Capital	Bank - 88224PLY3	98,83	98,839.00		98,795.00
99-1400-046		3ank - 05600XCG3	90,727.00		(201.00)	90,526.00
99-1400-051	BMW Bank -	05580AH64	188,718.00 166.00		188,884.00	
99-1400-053	Sallie Mae - 7	795451AN3	227,8	227,870.00 (867.50)		227,002.50
99-1400-054	State Bank of	f India - 856285VD0	227,24		(525.00)	226,722.50
99-1400-057	BMO Harris E	3ank - 05600XGP9	,	0.00	245,727.65	245,727.65
99-1400-058	Morgan Stan	ley Bank - 61690UUH1	244,30	62.50	(30.00)	244,332.50
99-1400-062	0	< - 33847E4D6		86.00	137.00	93,723.00
99-1400-068	0	oress National Bank - 02589AB50	248,1	70.00	(297.50)	247,872.50
99-1450-061	FHLB Bond -			63.00	351.00	92,714.00
99-1450-063	FHLB Step-U	o Bond - 3130AR2X8		58.00	122.00	98,780.00
99-1450-067		o Bond - 3130ARPU9		79.00	(41.00)	99,438.00
99-1450-068		o Bond - 3130AMAW2	234,22		1,920.00	236,147.50
TOTAL: Cash in Bank			6,298,7	75.57	(328,200.30)	5,970,575.27
TOTAL CASH IN BAN	к		6,298,77	75.57	(328,200.30)	5,970,575.27
DUE TO OTHER FUNDS	5					
<u>99-2601-000</u>	Due to Other	Funds	6,298,77	75.57	(328,200.30)	5,970,575.27
TOTAL DUE TO OTHE	R FUNDS		6,298,77	75.57	(328,200.30)	5,970,575.27
Claim on Cash	5,970,575.27	Claim on Cash	5,970,575.27	Cas	h in Bank	5,970,575.27
Cash in Bank	5,970,575.27	Due To Other Funds	5,970,575.27	Due	To Other Funds	5,970,575.27
 Difference	0.00	Difference	0.00		erence	0.00
_						

ACCOUNT #	ACCOUNT NAME		BEGINNING BALANCE		CURRENT ACTIVITY	CURRENT BALANCE	
ACCOUNTS PAYABLE PEND	ING						
01-2555-000	AP Pending - General District		1,659,1	1,659,154.86		1,817,015.84	
02-2555-000	AP Pending - IDA		196,1	45.19	(37,180.54)	158,964.65	
TOTAL ACCOUNTS PAYABI	LE PENDING		1,855,3	1,855,300.05		1,975,980.49	
DUE FROM OTHER FUNDS							
<u>99-1501-000</u>	Due From General	District	(1,659,1	(1,659,154.86)		(1,817,015.84)	
<u>99-1502-000</u> Due From IDA			(196,14	(196,145.19)		(158,964.65)	
TOTAL DUE FROM OTHER	(1,855,30	(1,855,300.05)		(1,975,980.49)			
ACCOUNTS PAYABLE							
<u>99-2555-000</u>	Accounts Payable	1,855,3	800.05	120,680.44	1,975,980.49		
TOTAL ACCOUNTS PAYABLE			1,855,3	1,855,300.05 120,680.4		1,975,980.49	
AP Pending	1,975,980.49	AP Pending	1,975,980.49	Due From Other Funds		1,975,980.49	
Due From Other Funds	1,975,980.49	Accounts Payable	1,975,980.49	Accou	nts Payable	1,975,980.49	
Difference	0.00	Difference	0.00	.00 Difference		0.00	



# **Aggregate Yuima Portfolio Yield**

July 2021 - July 2022





# PMIA/LAIF Performance Report as of 08/10/22



# PMIA Average Monthly Effective Yields<sup>(1)</sup>

July	1.090
June	0.861
May	0.684

# Quarter Ended 06/30/22 LAIF Apportionment Rate<sup>(2)</sup>: 0.75 LAIF Earnings Ratio<sup>(2)</sup>: 0.00002057 LAIF Fair Value Factor<sup>(1)</sup>: 0.98712542

**Quarterly Performance** 

 LAIF Earnings Ratio<sup>(2)</sup>:
 0.00002057622201151 

 LAIF Fair Value Factor<sup>(1)</sup>:
 0.987125414 

 PMIA Daily<sup>(1)</sup>:
 0.99% 

 PMIA Quarter to Date<sup>(1)</sup>:
 0.69% 

 PMIA Average Life<sup>(1)</sup>:
 311 

# Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 07/31/22 \$229.9 billion

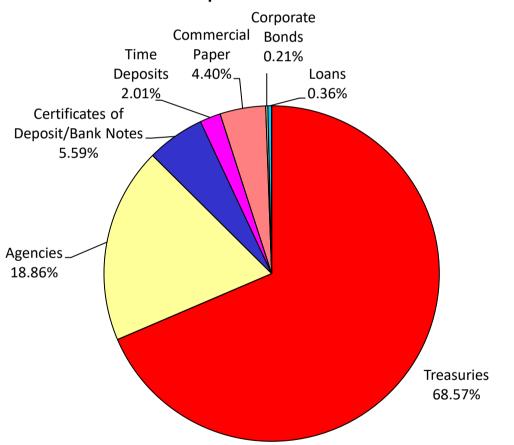


Chart does not include \$4,432,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

### 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: <sup>(1)</sup> State of California, Office of the Treasurer <sup>(2)</sup> State of California, Office of the Controller



# State of California Pooled Money Investment Account Market Valuation 7/31/2022

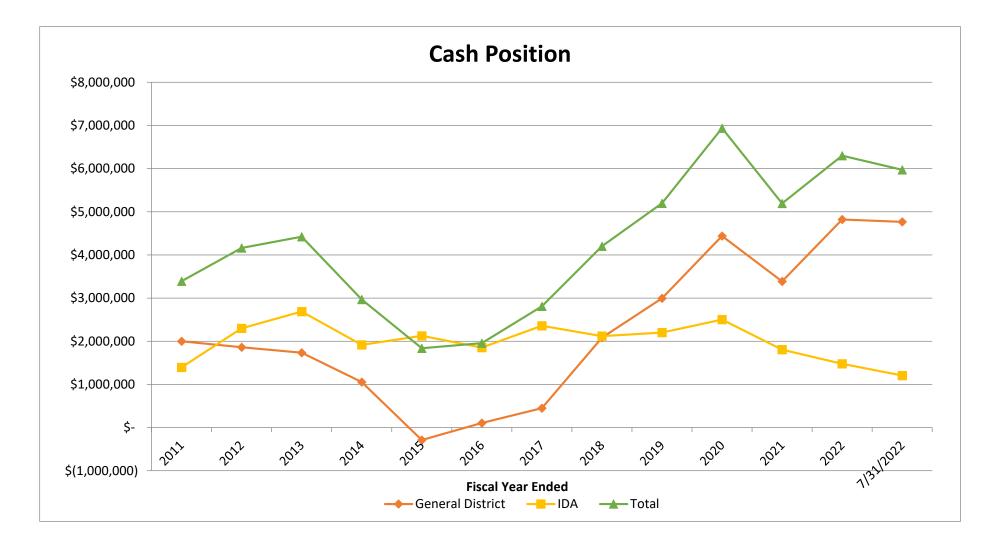
Description	Carrying Cost Plus Accrued Interest Purch.			Fair Value	Accrued Interest		
United States Treasury:							
Bills	\$	52,098,128,291.11	\$	52,057,747,000.00		NA	
Notes	\$	104,818,985,610.97	\$	102,520,395,000.00	\$	273,587,614.00	
Federal Agency:							
SBA	\$	300,318,315.91	\$	300,555,022.11	\$	189,527.40	
MBS-REMICs	\$	4,432,359.73	\$	4,497,025.55	\$	20,034.96	
Debentures	\$	8,895,418,676.26	\$	8,738,846,550.00	\$	14,157,686.50	
Debentures FR	\$	-	\$	-	\$	-	
Debentures CL	\$	2,450,000,000.00	\$	2,439,724,500.00	\$	9,836,029.50	
Discount Notes	\$	29,458,450,347.10	\$	29,441,160,000.00		NA	
Supranational Debentures	\$	2,231,820,920.27	\$	2,165,702,700.00	\$	6,556,084.60	
Supranational Debentures FR	\$	-	\$	-	\$	-	
CDs and YCDs FR	\$	-	\$	-	\$		
Bank Notes	\$	100,000,000.00	\$	99,792,447.60	\$	266,666.67	
CDs and YCDs	\$	12,760,000,000.00	\$	12,735,555,691.17	\$	41,454,066.65	
Commercial Paper	\$	10,111,738,076.32	\$	10,123,658,513.84		NA	
Corporate:							
Bonds FR	\$	-	\$	-	\$	-	
Bonds	\$	492,556,729.32	\$	473,132,560.00	\$	2,271,300.58	
Repurchase Agreements	\$	-	\$	-	\$	-	
Reverse Repurchase	\$	-	\$	-	\$	-	
Time Deposits	\$	4,614,000,000.00	\$	4,614,000,000.00		NA	
PMIA & GF Loans	\$	829,187,000.00	\$	829,187,000.00		NA	
TOTAL	\$	229,165,036,326.99	\$	226,543,954,010.27	\$	348,339,010.86	

Fair Value Including Accrued Interest

226,892,293,021.13

\$

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



II. ACTION & DISCUSSION



## August 22, 2022

# TO: Honorable President and Board of Directors

## FROM: Amy Reeh, General Manager

# SUBJECT: Discussion / Possible Action to authorize GM to negotiate and enter into a well lease with TY Nursery.

**Background:** In an effort to continue to secure local sources of water and reduce the District's dependance on higher cost imported water, the District has been approached by TY Nursery about possibly leasing a well located on TY's Yard 1. District staff has done initial research to ascertain the estimated amount of production and the cost of getting the well site operating to potable water standards, as well as estimated annual operating costs.

**SUMMARY:** The infrastructure requirements for operating the well to potable water standards are as follows:

100,000 Gallon Tank Booster Pump Station (including connecting well to tank)	\$250,000 \$208,000*
Chlorine Analyzer	Use Asset Inventory
Nitrate Analyzer	Use Asset Inventory
Installation of Discharge Line from tank to Mainline	\$80,000
Upgrade SDG&E Service	\$15,000
Connection to SCADA	<u>\$5,000</u>
Total of Depreciable Items	\$558,000
Title 22 Water Testing	<u>\$3,500</u>
Total Estimated Cost	\$561,500

\*This estimate is based on the installation of a new pump (\$70K). District staff is obtaining an estimate for upgrading and reusing one of 4 available booster pumps we have in our asset inventory.

It is important to differentiate between depreciable items because those costs are amortized over time and reduces the annual cost to operate the well.

The estimated annual cost to operate this well are as follows:	
Annual Depreciation	\$16,909.09
Water Testing & Treatment	3,000.00
Power	50,000.00
Salaries	<u>6,300.00</u>
Total Estimated Annual Expense (excluding water purchases)	\$76,209.09

Additionally, current estimates of available water production are 500-acre feet per year. This is significantly higher than the current production from our other existing lease. In FY 2021-22 the District spent \$62,580 (2,862 of which was the cost of water) producing only 70 acre feet of water from our Schoepe well lease. The significant reduction in local water from Schoepe has increased our dependance on imported water, as well as increased the fixed costs associated with that water. The net operating cost (not including the cost of water) between the Schoepe Wells and TY Well is estimated to be an increase to expenses of \$16,491 annually.

The proposed well to be leased is drilled to a depth of 280'. The 12-month average static water level is at 200'. The well can steadily produce 600 gpm, but currently set to produce 500 gpm.

Finally, the District's initial water tests for Nitrates, Bacti/E. Coli and Perchlorates produced very positive results with a non-detect for Bacti/ E. Coli and Perchlorates and low Nitrate levels (2.3ppm out of the State allowed 10ppm).

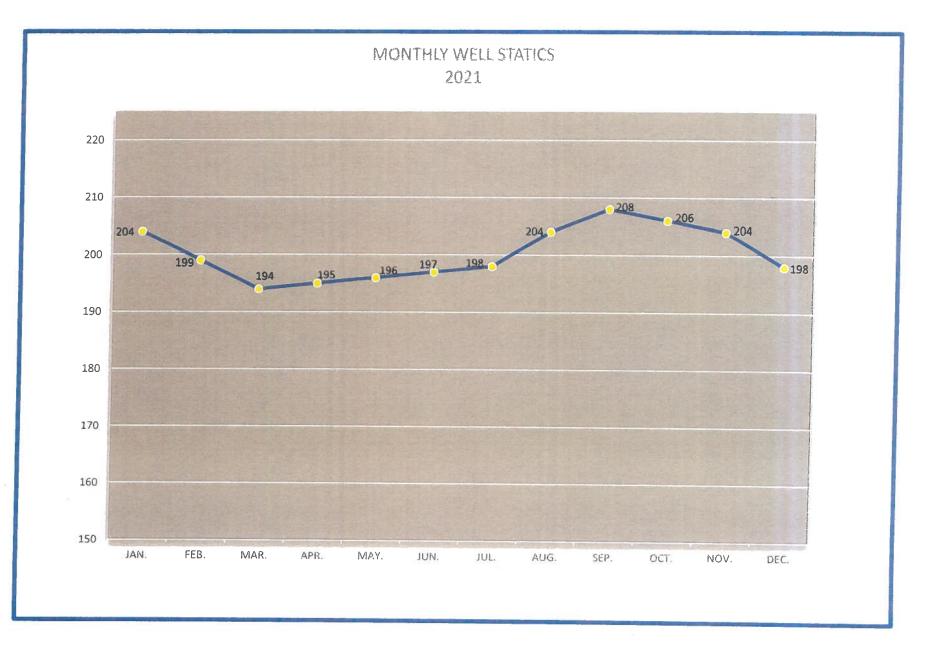
# RECOMMENDATION

That should the Board agree, they authorize the General Manager in negotiate a per acre foot water rate and enter into a well lease agreement.

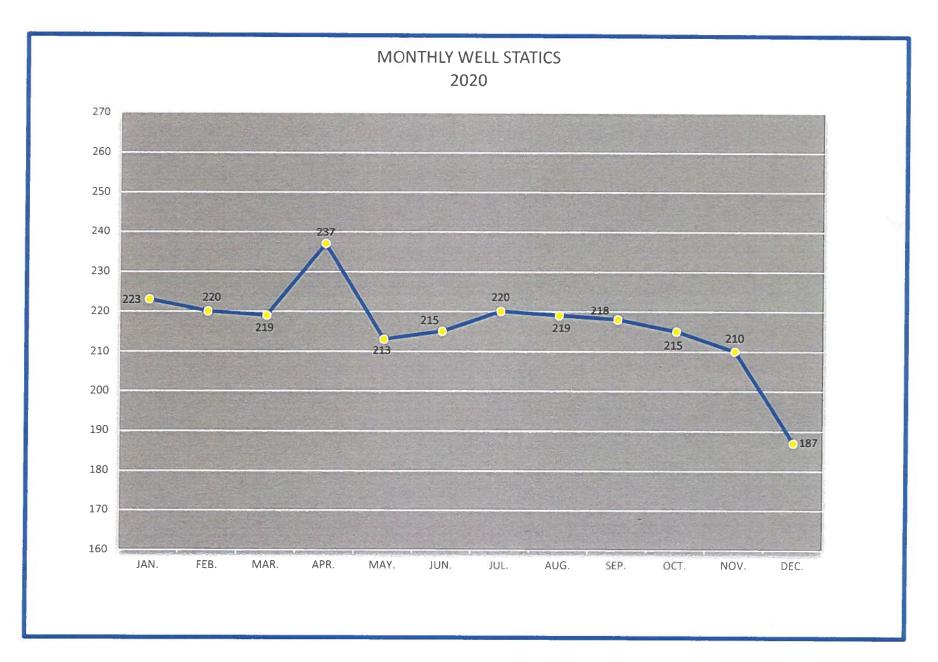
SUBMITTED BY: amy Red

Amy Reeh General Manager

WELL 1



WELL 1



🔅 eurofins

**Eaton Analytical** 

Laboratory Data

Samples Received on:

04/07/2022 1229

Tel: (626) 386-1100 Fax: (866) 988-3757 1 800 566 LABS (1 800 566 5227)

Report: 997798 Project: T-Y-NURSERY Group: ONE TIME

Yuima Municipal Water District Lynette Brewer 34928 Valley Center Road Pauma Valley, CA 92061

Prepped	Analyzed	Prep Batch	Analytical Batch	Method	Analyte	Result	Units	MRL	Dilution
WELL 1	(2022040804	Sampled on 04/06/2022 1320							
SM 9223B - Quantitray Coliforms 18 Hour									
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	18 Hour E. Coli Confirmed (Large Wells)	ND	PW	1.0	1
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	18 Hour E. Coli Confirmed (Small Wells)	ND	PW	1.0	1
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	18 Hour Total Coliform Confrm (Large Wells)	ND	PW	1.0	1
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	18 Hour Total Coliform Confrm (Small Wells)	ND	PW	1.0	1
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	E. Coli Bacteria (P/A)	A	PA		1
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	Total Coliform Bacteria (P/A)	Α	PA		1
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	E. Coli Bacteria	<1	MPN/100 mL	1.0	1
04/07/22	04/08/22 11:15	1399606	1399612	(SM 9223B)	Total Coliform Bacteria	<1	MPN/100 mL	1.0	1
	EPA 300.0 - Nitrate, Nitrite by EPA 300.0								
	04/07/22 18:46		1399228	(EPA 300.0)	Nitrate as Nitrogen by IC	2.3	mg/L	0.050	1
		EPA 314.0	- Perchlorate w	ith 2 ug/L MRL					
	04/19/22 03:04	(1)	1401775	(EPA 314.0)	Perchlorate- Low Level	ND	ug/L	2.0	1

Rounding on totals after summation. (c) - indicates calculated results. Analysis is a calculated result. Reported results are not rounded until the final step before reporting. Therefore methods that use a test result with further calculation may have slight differences in final result than the component analyses.

# <u>SERVICE AGREEMENT BETWEEN THE UPPER SAN LUIS REY GROUNDWATER</u> <u>MANAGEMENT AUTHORITY AND YUIMA MUNICIPAL WATER DISTRICT</u>

THIS AGREEMENT is made and retroactively effective to May 1, 2022, by and between the Upper San Luis Rey Groundwater Management Authority successor to the Pauma Valley Groundwater Sustainability Agency, a joint powers authority("Authority" or "USLRMA"), and the Yuima Municipal Water District, a municipal water district ("Yuima"). Authority and Yuima are sometimes referred to herein as the "Party" or, collectively, the "Parties."

## RECITALS

WHEREAS, Authority is a public agency formed and operating under Section 6500, et seq., of the Government Code created pursuant to that certain agreement dated May 1, 2022 entitled "Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority (USLRMA)" ("JPA Agreement") by and among Pauma Municipal Water District, Pauma Valley Community Services District, Yuima Municipal Water District, San Luis Rey Municipal Water District and Upper San Luis Rey Resource Conservation District; and

WHEREAS, the Board of Directors of the Authority desires to continue utilizing Yuima's services, pursuant to Section 4.10 of the Joint Powers Agreement, for the purpose of providing certain services to the Authority; and

WHEREAS, Yuima has represented to the Authority that it possesses the necessary skills, qualifications, personnel, and equipment to provide the services identified in this Agreement.<sup>1</sup>

NOW, THEREFORE, based on the foregoing Recitals, the Authority and Yuima agree as follows:

<sup>&</sup>lt;sup>1</sup> Yuima has acted as the Administrator of the PVGSA since June 1, 2020 when it replaced San Diego County as Administrator of the GSA in Amendment 1 (Section 5) to the 2017 MOU, and it has administered grants related to the GSA and GSP implementation since the County's withdrawal from PVGSA.

1. <u>Scope of Services.</u> Yuima shall be responsible for the services described in the Scope of Services, attached hereto as Exhibit "A" until such time as all grant obligations associated with development and implementation of the GSP in the Upper San Luis Rey Valley Subbasin are concluded.. Such services may include, but shall not be limited to, the following:

(i) <u>Administration.</u> Tasks to support the Authority and its Board of Directors including, for example, grant administration, long term funding mechanism development, coordinating meetings of the Authority, recording meeting minutes, and other Board Secretary related duties, coordinating legal representation of the Authority as necessary, and managing the contracts of all other Authority retained consultants. If included in the Scope of Services, Yuima may designate one of its senior financial officers to assist the Treasurer of the Authority.

 (ii) <u>Finance.</u> Specified tasks, as set forth in the Scope of Services, related to monitoring, reporting, and analysis required to conduct financial activities of the Authority.

(iii) <u>Other Services.</u> Any other specified administrative tasks related to support and administration of the Authority, or implementation of SGMA in the Subbasin where directed by the Board of Directors.

2. <u>Performance of Yuima's Obligations.</u>

a. <u>Location of Services.</u> Whenever possible, all services to be provided by Yuima under this Agreement shall be carried out from Yuima's offices.

b. <u>Yuima's Employees.</u> When appropriate, Yuima shall assign some of its employees to perform the obligations set forth in Section 1 of this Agreement ("Yuima Employees") as part of their regular duties for Yuima. The Parties acknowledge and agree that at all times Yuima Employees shall remain under the exclusive control of the Yuima Board of Directors, a supervisor or manager that reports directly to the Yuima General Manager or the Yuima Board of Directors, or a management employee subject to the exclusive control of the Yuima Board of Directors, such as the Yuima General Manager. Subject to the Authority's power to set the overall budget for compensation of independent contractors, the Authority shall not have any right to control the manner or means in which the Yuima Employees perform services under this Agreement. Rather, Yuima shall have the sole and exclusive authority to do the following: (i) Make decisions regarding the hiring, retention, discipline or termination of Yuima Employees. The Authority will have no discretion over those functions.

(ii) Determine the wages to be paid to Yuima Employees, including any pay increases. These amounts shall be determined in accordance with Yuima's published publicly available pay schedule and shall be subject to changes thereto approved by the Yuima board of directors.

(iii) Set the benefits of Yuima Employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with Yuima's policies.

(iv) Evaluate the performance of Yuima Employees through performance evaluations performed by a management level employee that reports directly to the Yuima General Manager or the Yuima board of directors.

(v) Perform all other functions related to the service, compensation, or benefits of the Yuima Employees assigned to perform services under this Agreement.

b. <u>Insurance.</u> Yuima shall maintain comprehensive general public liability and automobile insurance policies in an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence for all coverages and naming the Authority and its other Member Agencies as additional insureds, the cost of which shall be reimbursable to Yuima per Section 4.10 of the JPA Agreement. Yuima shall also maintain Workers' Compensation Insurance for its employees and agents with limits where prescribed by law. Written evidence in a form acceptable to the Authority of all insurance coverages shall be provided to the Authority upon request. All such insurance policies shall be issued by a highly rated insurer with a minimum A.M. BEST's Insurance Guide rating of "A:VII" and shall be licensed and admitted to do business in the State of California. Each policy shall provide that such policy cannot be cancelled or amended without thirty (30) days prior written notice to the Authority.

c. <u>Indemnification</u>. The indemnification obligations of the Parties shall be governed by Section 5.4 of the JPA Agreement. In the event Yuima retains the services of a contractor or subcontractor to assist Yuima in the performance of its duties as Administrator, Yuima shall require the contractor or subcontractor to procure and maintain a policy of comprehensive public liability and property damage insurance, at its sole cost and expense, adequate to protect the Authority.

## 3. <u>Yuima's Compensation</u>

a. <u>Monthly Service Fee.</u> Subject to the limitations in Section 3.c below, the Authority shall pay Yuima a Monthly Service Fee to compensate Yuima for the staff time of administering the Authority and the performance of its obligations set forth in Sections 1 and 2 above. This Monthly Service Fee shall be equal to \$1150.00 upon the effective date of this Agreement and may be revised as necessary by the Parties based upon annual inflation and Yuima's projections of the cost to perform its obligations under this Agreement.

b. <u>Reimbursable Expenses.</u> Yuima shall be reimbursed for expenses incurred for outside services, utilities, and materials as determined by Yuima to be appropriate and necessary for the performance of its obligations as set forth in Sections 1 and 2 above. An overhead rate, as approved in the Authority's annual budget, may be applied to reimbursable expenses as set forth above in consideration of Yuima's administrative efforts to procure and pay for the reimbursable items.

c. <u>Not-To-Exceed-Amount.</u> The Monthly Service Fee shall not exceed the Authority's annual fiscal year budget for such Fee, except with the approval of the Authority. However, reimbursable expenses incurred by Yuima as Administrator, where authorized by Section 4.10 of the JPA Agreement, shall be properly reimbursable to Yuima in addition to the Monthly Service Fee. Yuima shall keep a record of all materials provided and services performed. If requested by the Authority, Yuima shall provide a detailed billing statement in support of Yuima's billing. Yuima's invoices shall be paid monthly.

4. <u>Miscellaneous.</u>

a. <u>Commencement and Termination of Services.</u> Yuima shall begin providing services under this Agreement retroactive to May 1, 2022. Yuima shall provide services under this Agreement until the terms and conditions of the existing grants have been fulfilled. At that time, the Board can appoint a different administrator or extend this agreement; provided, however, that either Party may terminate this Agreement, [with/without] cause, upon 60 days prior written notice. [Cause for termination by the Authority of this Agreement shall be limited to failure or inability to competently perform any of the obligations set forth in Sections 1 and 2.] b. <u>Compliance with Law.</u> Yuima shall comply with all applicable federal, state, and local laws, rules, and regulations. If compliance is impossible for reasons beyond its control, Yuima shall immediately notify the members of the Authority in writing of the fact and the reasons therefor.

c. <u>Independent Contractor</u>. Yuima shall perform the services required under this Agreement as an independent contractor, and not as an employee of Authority. Yuima shall use its own employees, contractors and subcontractors in the performance of the services required by this Agreement and those employees, contractors and subcontractors shall not be deemed employees, contractors or subcontractors of the Authority. Yuima Employees assigned to provide services under this Agreement on behalf of Yuima shall be under the exclusive control of Yuima and shall remain employees of Yuima and shall not be employees of the Authority.

d. <u>Dispute Resolution.</u> Any disputes regarding this Agreement shall be subject to the Dispute Resolution provisions under Section 8.6 of the Joint Powers Agreement.

e. <u>Assignment.</u> Neither this Agreement nor any of the duties or obligations hereunder shall be assigned by Yuima without the prior approval of the Authority Board.

f. <u>Further Acts.</u> Each Party agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

g. <u>Amendment.</u> This Agreement may be amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first above written.

## UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY

YUIMA MUNICIPAL WATER DISTRICT

\_\_\_\_\_, Chairperson

Roland Simpson, President

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **RESOLUTION NO.**

# RESOLUTION OF THE BOARD OF DIRECTORS OF YUIMA MUNICIPAL WATER DISTRICT AUTHORIZING AGREEMENT FOR EMERGENCY AND SUPPORT SERVICES FOR THE RANCHO ESTATES MUTUAL WATER COMPANY AND RESCINDING RESOLUTION NO. 1890-21

WHEREAS, the Rancho Estates Mutual Water Company has requested emergency and support services for their mutual water company; and

WHEREAS, by prior resolution this district has entered into an agreement to provide emergency support services for their mutual water company; and

WHEREAS, the Rancho Estates Mutual Water Company is a cooperative mutual corporation formed for the purpose of delivering water to its shareholders. The Rancho Estates Mutual Water Company's service areas is within the boundaries of YUIMA and its territory is included within the San Diego County Water Authority and the Metropolitan Water District of Southern California; and

WHEREAS, Yuima agrees, in the event of an emergency or other rare and unusual adverse event or circumstance outside the scope of normal operations, to the extent that Yuima's resources are available in the sole discretion of Yuima's General Manager, to provide assistance to the Rancho Estates Mutual Water Company; and

WHEREAS, it is agreed that nothing in the Agreement shall obligate YUIMA to provide any of the services or materials.

THEREFORE, BE IT RESOLVED, that the Agreement for Emergency and Support Services dated July 1, 2022, between YUIMA MUNICIPAL WATER DISTRICT and RANCHO ESTATES MUTUAL WATER COMPANY, a copy of which is attached hereto, is hereby approved and the President of the District, is hereby authorized and directed to execute said Agreement for and on behalf of this District.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT this 22<sup>nd</sup> day of August 2022 by the following roll-call vote:

AYES: NOES: ABSENT: ABSTAIN:

ATTEST:

Roland Simpson, President Yuima Municipal Water District

Don Broomell, Secretary/Treasurer Yuima Municipal Water District

#### MAINTENANCE SUPPORT SERVICES AGREEMENT RANCHO ESTATES MUTUAL WATER COMPANY

THIS AGREEMENT is made July 1, 2022, between YUIMA MUNICIPAL WATER DISTRICT ("YUIMA") and RANCHO ESTATES MUTUAL WATER COMPANY, a California corporation ("RANCHO ESTATES"), in view of the following facts:

1. YUIMA is a municipal water district organized under the laws of the State of California. YUIMA is a member agency of San Diego County Water Authority, and its territory is included within the Metropolitan Water District of Southern California. As such member agency, YUIMA is entitled to purchase water from Water Authority and has constructed a pipeline and other works for the transmission of water from the aqueduct of the Water Authority into the district, together with facilities for the transmission and delivery of water into the distribution system of RANCHO ESTATES.

2. RANCHO ESTATES is a cooperative mutual corporation formed for the purpose of delivering water to its shareholders. It holds water rights in the stream system of the San Luis Rey River and the ground water basin underlying the area served by it and has constructed pipelines, drilled and operates wells for the purpose of supplying local water to the shareholders.

3. With adjacent service areas, YUIMA and RANCHO ESTATES share a common interest in maintaining reliable water distribution systems and adequate supplies of potable water for the benefit of their respective Pauma Valley customers.

4. Both parties recognize the likelihood that emergencies and/or non-routine operating circumstances will arise periodically in the future with the potential to interrupt or otherwise adversely affect the ability of RANCHO ESTATES to maintain adequate, reliable supplies of potable water.

5. The purpose of this Agreement is to provide a contractual framework under which YUIMA agrees, under certain circumstances, to provide occasional operational assistance to RANCHO ESTATES.

IT IS, THEREFORE, AGREED:

- 1. Commencing July 1, 2022, YUIMA agrees, at the request of RANCHO ESTATES to provide such technical expertise, labor, equipment and/or materials as may be required to assist RANCHO ESTATES and its staff in responding effectively to such events or circumstances for the benefit of RANCHO ESTATES shareholders in accordance with the provisions of RANCHO ESTATES Articles, By-Laws and Rules and Regulations.
- 2. RANCHO ESTATES hereby agrees that as priority allows, support services work and said work shall be completed as Operational Staff time and responsibilities to YUIMA operations permits. Additionally, Yuima reserves the right to cancel any schedule support service work in the event of an operational emergency within YUIMA's operating system. If YUIMA is unable to perform requested

services in a reasonable timeframe, YUIMA will notify RANCHO ESTATES to determine if RANCHO ESTATES would like YUIMA to arrange for an outside contractor to perform the work. YUIMA Support services work is limited to the following:

- a. Assist RANCHO ESTATES staff with meter replacement and installations.
- b. Assist RANCHO ESTATES staff with mainline and service lateral repair
- c. Consultative support of new appurtenance installation (completed by other contractors).
- d. Assist RANCHO ESTATES staff with line locating and markouts.
- e. Conduct field training sessions as necessary to in service RANCHO ESTATES staff on various operational procedures. This would include Tailgate Safety sessions on a weekly basis as required by OSHA.
- f. Other assistive services as mutually agreed upon.
- 3. Labor time, including that for welding and equipment operators, for maintenance or repair RANCHO ESTATES facilities shall be charged to RANCHO ESTATES by YUIMA at the rate of \$76.06 per labor hour for all emergency services performed during YUIMA's normal of YUIMA's normal working hours and at the rate of \$103.64 per labor hour for all emergency services performed outside of YUIMA's normal working hours. Backhoe equipment time and welding equipment time shall be billed to RANCHO ESTATES by YUIMA at the current Board approved rates at the time of service. Materials and supplies, including sales tax, freight and delivery charges; tools and equipment used in the work at prevailing rental rates for similar tools and equipment; the actual invoice costs to District of services performed by others; plus fifteen percent (15%) of the sum of all the above amounts for District's overhead and general administrative expense.
- 4. RANCHO ESTATES must contact Mark Quinn to request all services and YUIMA Operations Staff shall not perform any services without approval of YUIMA management and an approved service order.
- 5. If the amounts provided for in this section are, in the opinion of YUIMA, insufficient or, in the opinion of RANCHO ESTATES, excessive, either party may, on thirty-day 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 RANCHO ESTATES.
- 6. This Agreement may be terminated by either party upon giving at least one (1) months' written notice of such termination to the other.
- 7. RANCHO ESTATES agrees that a number of factors make the following indemnity and liability limitations reasonable, necessary, valid, enforceable and

not contrary to public policy. These factors include, but are not limited to the following:

- (a) The nature and extent of the services
- (b) The services are not suitable for public regulation.
- (c) The services are not of great public importance
- (d) The services could be performed by employees of RANCHO ESTATES or by persons engaged in the business of providing such services for profit.
- (e) YUIMA is performing the services as an accommodation to RANCHO ESTATES and is not seeking to perform the services.
- (f) RANCHO ESTATES and YUIMA are equal in bargaining strength and RANCHO ESTATES is free to obtain the services elsewhere.
- (g) RANCHO ESTATES is able to obtain insurance with respect to its property and its indemnity.
- (h) The amount of compensation to be paid.
- (i) The control retained by RANCHO ESTATES.
- (j) The condition of RANCHO ESTATES property.
- (k) YUIMA is a public agency with limited personnel and financial resources.
- (1) The potential liability to YUIMA without the limitations and liability could impede the public purposes for which YUIMA exists and adversely affect its taxpayers and other water users.

To the fullest extent permitted by law, YUIMA, its directors, officers, employees, agents and volunteers shall not be held liable for any claims, liabilities or damages to any property of any person including that of RANCHO ESTATES, nor for personal injury to or death to any person caused by or resulting from any acts or omissions (active, passive or comparative, negligence included) of YUIMA or its directors, officers, employees, agents or volunteers arising out of, or alleged to have arisen out of, the performance or the failure to perform any of its obligations under this Agreement. RANCHO ESTATES agrees to indemnify and hold free and harmless YUIMA and its directors, officers, employees, agents, and volunteers against any such claims, liabilities and damages and any cost and expense incurred by them on account thereof. It is agreed that this indemnity is not limited in any way by the extent of any policy of insurance held by either party or by any limitation on the types of damages, compensation or benefits payable under worker's compensation acts, disability acts, or other employee acts. The foregoing limitation on liability and indemnity shall not apply to physical damage to the property of third parties or to personal injury or death that is determined to have been caused or resulted solely and exclusively by the fault or negligence of a party indemnified.

8. In is understood and agreed by the parties hereto that nothing in this Agreement shall obligate YUIMA to provide any of the services or materials contemplated by this Agreement to RANCHO ESTATES if, in the sole judgment of YUIMA's Management, providing such services or materials would compromise or jeopardize the interests of YUIMA, its employees or its customers.

- 9. RANCHO ESTATES shall maintain comprehensive or commercial general liability insurance in amounts not less than \$2,000,000 per occurrence with insurance companies acceptable to the district. All such policies shall name YUIMA, its directors, officers, employees, agents and volunteers as additional insured under the policy and provide District with certificate of insurance and endorsements. Said policies shall have a clause requiring that 30 days' written notice be given to YUIMA prior to any material change or cancellation of said policies.
- 10. RANCHO ESTATES agrees that the provisions of California Civil Code Section 1668 do not apply to this Agreement. Civil Code Section 1668 provides:

All contracts which have for their object, directly or indirectly, to exempt anyone from the responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.

- 11. All acts of YUIMA under this Agreement will be performed with the express understanding that YUIMA makes no warranties, expressed or implied, with respect thereto.
- 12. Agreement expires June 30, 2023 and will be reviewed for renewal annually.

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

RANCHO ESTATES MUTUAL WATER COMPANY YUIMA MUNICIPAL WATER DISTRICT

Ву\_\_\_\_\_

Don Broomell, President

Ву\_\_\_\_\_

Roland Simpson, President

VALLEY CENTER MUNICIPAL WATER DISTRICT P.O. Box 67 Valley Center, California 92082

GOVERNMENT AGENCY

PORTION OF ASSESSOR'S PARCEL NO. 128-211-25

-- This Space for Recorder's Use Only --

EXEMPT FROM DOCUMENTARY TRANSFER TAX: \$0

# **GRANT OF EASEMENT**

(Non-Exclusive)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, YUIMA MUNICIPAL WATER DISTRICT ("Grantor") hereby grants to VALLEY CENTER MUNICIPAL WATER DISTRICT, a Municipal Water District of the State of California ("Grantee") a permanent non-exclusive easement ("Easement") in, upon, over, and across the lands described in **Exhibit "A"** and shown in **Exhibit "B"** attached hereto and incorporated herein.

- **A. Purpose.** The Easement is for the collection, transmission and/or distribution of water, wastewater or recycled water and all related improvements. The Easement includes Grantee's right to construct, maintain, operate, repair, replace and increase any and all related improvements within the Easement.
- **B.** Access. The Easement includes the right of ingress and egress to and along the Easement. Grantee shall have the right, but not the duty, to construct and maintain said ingress and egress to Grantee's satisfaction.
- **C. Prohibited Encroachments.** Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed within the Easement, any buildings, structures, public or private utilities, fences, explosives, debris, materials, brush, trees, or other vegetation within the Easement, whether permanent or temporary, without prior written permission of Grantee.
- **D. Permitted Encroachments.** Grantor may receive permission, in Grantee's sole and absolute discretion to erect, place or construct, or permit to be erected, placed or constructed Prohibited Encroachments across or along the Easement, upon written request and subject to conditions to maintain and not interfere with Grantees present or future use of the Easement and Grantee's access to Grantee's improvements.

- E. Removal of Prohibited Encroachment. Grantor shall bear all costs to remove Prohibited Encroachments not permitted by Grantee. If Grantee requests removal of the Prohibited Encroachments, Grantor shall remove the Prohibited Encroachments within sixty (60) days of written request by the Grantee. If the Prohibited Encroachment is not removed within the time permitted by the Grantee, Grantee may, at its option, remove the Prohibited Encroachments at Grantor's expense.
- F. Permitted Maintenance. Grantee shall have the right, but not the duty, to trim or remove trees, brush and roots from within the Easement whenever Grantee deems it necessary. Said right shall not relieve the Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.
- **G. Change of Ground Surface Elevation.** Grantor shall not increase or decrease the ground surface elevations within the Easement after installation of Grantee's improvements without prior written consent of Grantee. Such consent may be conditional upon the relocation of Grantee's improvements at no cost to Grantee.

# YUIMA MUNICIPAL WATER DISTRICT

By:		Date:
-	*INSERT NAME*	

# (Notary Acknowledgment Required for Each Signatory)

THIS IS TO CERTIFY that the interests in real property conveyed herein to VALLEY CENTER MUNICIPAL WATER DISTRICT, A Municipal Water District of the State of California, organized and existing under the Municipal Water District Act of 1911, as amended, is hereby accepted by order of its Board of Directors, and the Grantee consents to the recordation thereof by its duly authorized officer.

# VALLEY CENTER MUNICIPAL WATER DISTRICT

By:

\_\_\_\_\_ Date: \_\_\_\_\_ Gary Arant, General Manager

# EXHIBIT 'A' LEGAL DESCRIPTION NON-EXCLUSIVE EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED IN GRANT DEED TO YUIMA MUNICIPAL WATER DISTRICT RECORDED JUNE 1, 1965 AS FILE NO. 65-96913, OFFICIAL RECORDS, (HEREINAFTER REFERRED TO AS YUIMA LAND), DESCRIBED AS FOLLOWS:

#### PARCEL 'B'

**BEGINNING** AT THE INTERSECTION OF THE WESTERLY LINE OF SAID YUIMA LAND WITH THE SOUTHERLY LINE OF THAT CERTAIN 20.00 FOOT EASEMENT FOR ROAD AND STREET PURPOSES AS DESCRIBED IN DEED TO YUIMA MUNICIPAL WATER DISTRICT RECORDED JUNE 1, 1965 AS FILE NO. 65-96914, OFFICIAL RECORDS;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID YUIMA LAND NORTH 01°59'23" EAST 55.00 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 87°19'24" EAST 90.01 FEET; THENCE SOUTH 01°59'23" WEST 55.00 FEET; THENCE NORTH 87°19'24" WEST 90.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 4,950.36 SQUARE FEET OR 0.114 ACRE, MORE OR LESS.

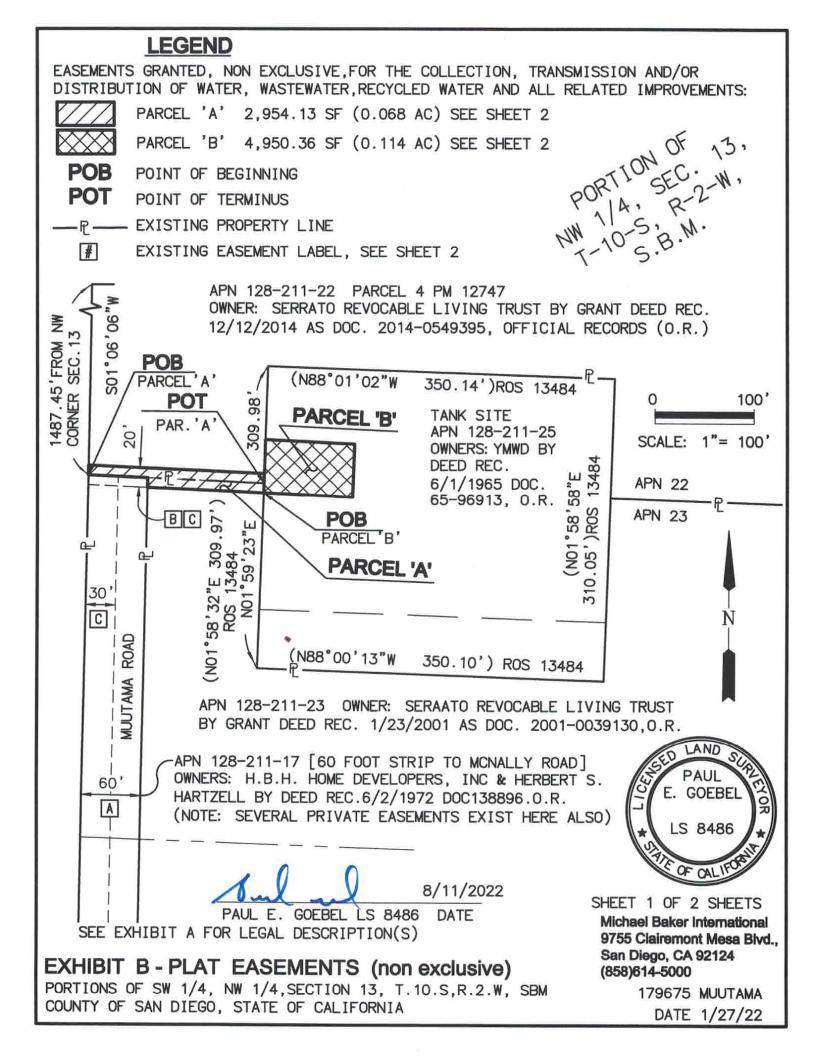
SEE EXHIBIT B, PLAT, CONSISTING OF 2 SHEETS, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

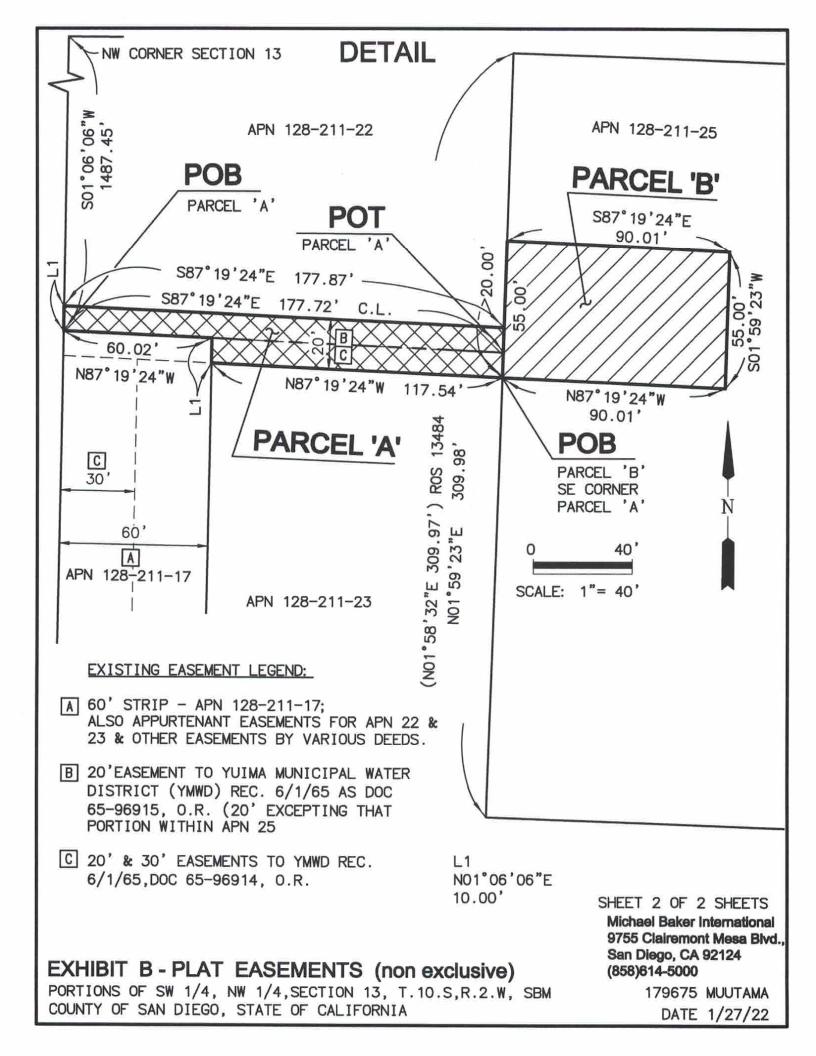


PAUL E. GOEBEL, PLS 8486 MBI JN 179675 MUUTAMA SITE YMWD LAND-APN 128-211-25

AUGUST 11, 2022

8/11/2022





III. CLOSED SESSION

# YUIMA MUNICIPAL WATER DISTRICT ADMINISTRATIVE REPORT August 2022 Amy Reeh General Manager

#### ANNEXATIONS/NEW SERVICE REQUESTS

Pauma Valley Water Company (PVWC) \* UPDATE: The Pauma Mutual Water Company met on July 19<sup>th</sup> and voted unanimously to move forward with the annexation and amend their by-laws. There is still no resolution to the cherry-picking issue; however, it was suggested that some agricultural parcels may request to annex into the District depending on the cost to them. The problem becomes that the design of the new infrastructure is only designed to accommodate the 60 domestic parcels. Any agricultural meters would put a significantly larger demand on the system, requiring a revision to the current design. 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. The Annexation Team met virtually on October 6<sup>th</sup> and it was discussed that the team had not yet met spoken to Metropolitan or LAFCO regarding the "cherry picking" of parcels. Sean Sterchi from the SDRCB indicated that this was a fatal flaw. It was made clear that the ability to only annex the domestic parcels and not the agriculture parcels must be approved. It was also discussed that a "plan b" needs to be developed to perhaps annex in all of the parcels but only give connections to Yuima to the domestic parcels. The team is currently waiting to see what discussions with Metropolitan and LAFCO reveal.

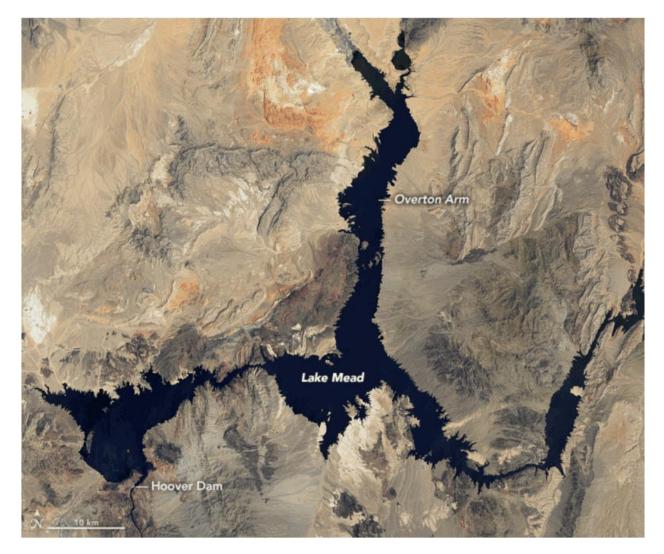
#### **DISTRICT BUSINESS**

**Drought Situation** – The Drought situation continues to worsen as the Bureau of Reclamation calls for a 2.4-million-acre feet reduction on the take from the Colorado River which experts are now saying is in year 23 of a drought. This cutback must be shouldered by the 9 states who are party to the Colorado River Compact, the Native American Tribes who take water from the river and Mexico who receives about 1.5-million-acre feet. To date, all other states have been subject to a mandatory reduction except for California.

The Bureau of Reclamation ordered the states to come up with a plan by August 16<sup>th</sup> before the Bureau would step in and make the necessary reductions. Although the deadline has come and gone, the Bureau has not yet stepped in.

https://www.washingtonpost.com/climate-environment/2022/08/16/colorado-riverbureau-of-reclamation/

Below is an image that shows the difference of Lake Mead from 2020 to 2022. As previously mentioned not only is the water level a concern because of water shortages, but also because of the inability to produce hydroelectric power once water levels reach a certain point. Lake Mead's hydroelectric facility provides electricity for 29 million people across the southwest.



#### **Groundwater Sustainability Plan**

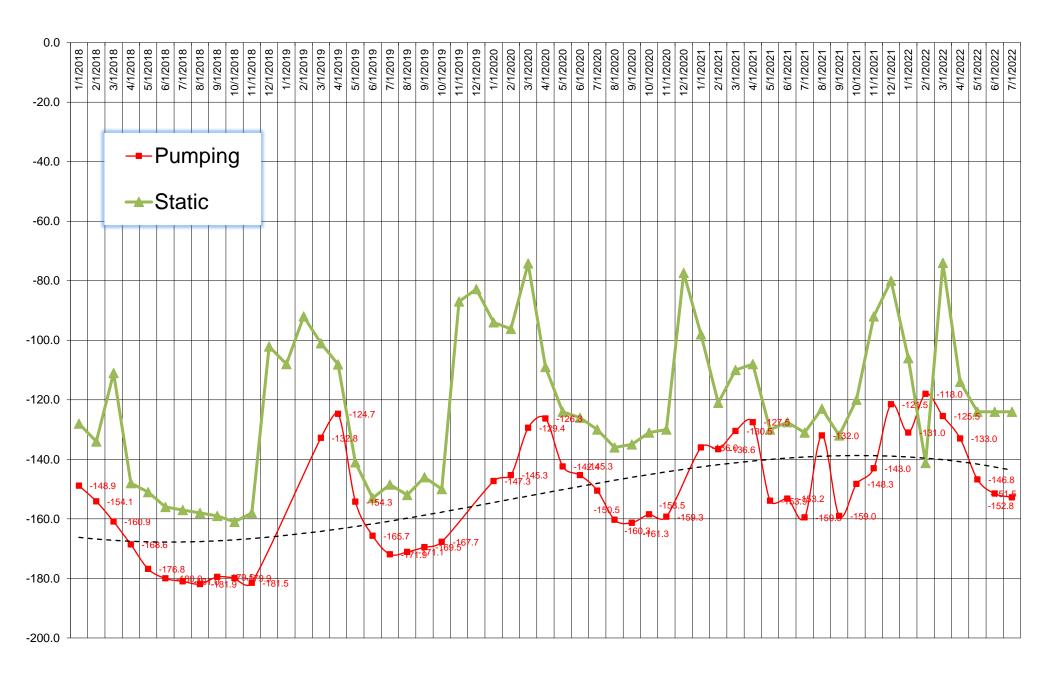
The final Groundwater Sustainability Plan was submitted to DWR on January 31, 2022. DWR is reviewing the submission. The 45-day comment period ended on April 30, 2022 and a total of three (3) comments posted to the SGMA Portal, all of which were duplicates of comments received during the GSA's 45-day public comment period. It is unknown when the GSA will receive notification as to whether the Plan is approved, requires revisions (which allows 180 days to complete) or is denied. District staff will monitor the comments received and work with the members of the GSA to address and respond as necessary.

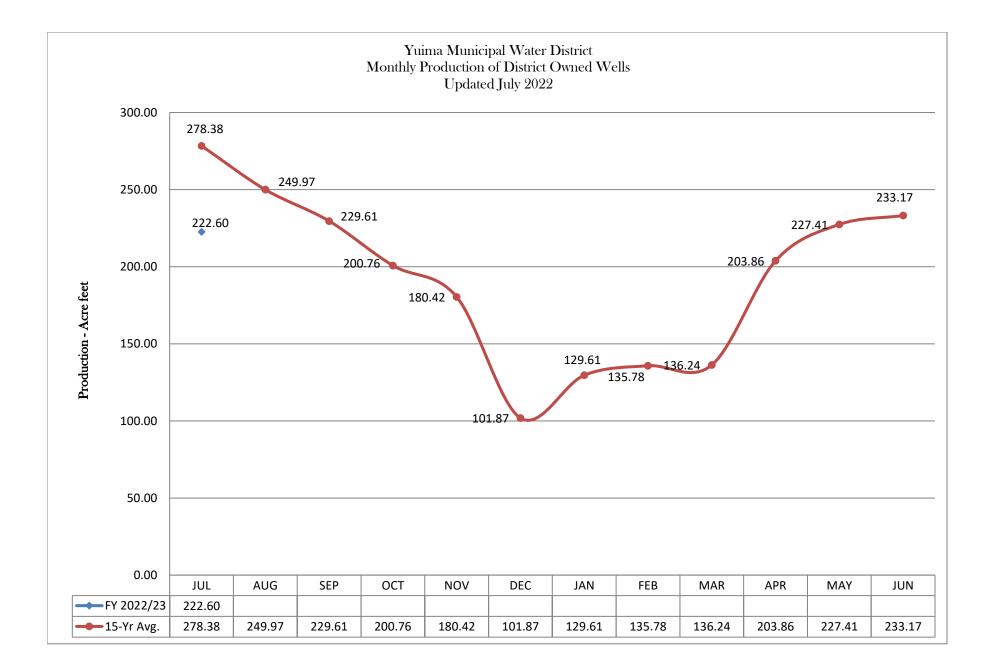
YUIMA GENERAL DISTRICT	wunicipal water		FISCA		CALENDA	\R
Produced and Purchased Water	Jul-22	Jun-22	2022-23	2021-22	2022	2021
11-1590 IDA	0.0	0.0	0.0	7.5	0.0	50.3
10-1009 SDCWA	620.3	550.6	620.3	5151.2	2643.9	5015.3
10-1001 SCHOEPE	3.4	4.2	3.4	70.8	42.3	93.0
Total Produced and Purchased	623.7	554.8	623.7	5229.5	2686.2	5158.6
Consumption						
CUSTOMERS GENERAL DISTRICT	218.4	197.6	218.4	1879.3	955.5	2143.6
<sup>10-2100</sup> TAP 1	133.9	130.1	133.9	1276.6	670.8	1079.9
10-1590 TAP 2	182.5	143.4	182.5	1174.0	579.0	1114.3
<sup>10-1200</sup> TAP 3	100.1	98.8	100.1	914.9	527.2	826.5
Total Consumption - Yuima	634.9	569.9	634.9	5244.8	2732.5	5164.2
Storage Level Changes	-1.1	5.5	-1.1	2.3	1.2	7.5
Slippage - Acre Feet	-12.3	-9.6	-12.3	-13.0	-45.1	1.9
Slippage %	-2.0	-1.7	-2.0	-0.2	-1.7	0.0
IMPROVEMENT DISTRICT "A"						
Produced Strub Zone Wells						
20-2012 RIVER WELL 12	27.9	28.4	27.9	246.7	173.0	197.8
20-2091 RIVER WELL 19A	31.4	31.8	31.4	402.4	218.7	406.0
20-2020 RIVER WELL 20A	23.3	35.8	23.3	160.4	133.7	133.1
20-2025 RIVER WELL 25	25.8	26.5	25.8	307.3	187.3	290.1
20-2022 FAN WELL 22	19.5	16.1	19.5	160.1	120.6	155.5
Total Produced Strub Zone Wells	127.9	138.6	127.9	1276.9	833.3	1182.7
Produced Fan Wells						
20-2007 WELL 7A	0.0	0.0	0.0	0.0	0.0	0.5
<sup>20-2000</sup> WELL 10	0.0	0.0	0.0	0.0	0.0	0.1
20-2014 WELL 14	23.9	28.1	23.9	248.5	150.0	231.7
<sup>20-2017</sup> WELL 17	10.3	8.6	10.3	122.4	62.6	127.5
20-2018 WELL 18	5.6	1.4	5.6	14.9	7.0	17.0
20-2023 WELL 23	0.0	0.0	0.0	26.4	0.2	45.8
20-2024 WELL 24	9.5	7.0	9.5	70.5	29.5	89.4
20-2029 WELL 29	13.1	14.0	13.1	109.5	64.5	96.0
20-20410-500 HORIZONTAL WELLS	9.7	12.7	9.7	115.3	70.4	119.6
Code K Usage WELL USE AGREEMENTS ("K")	22.6	22.1	22.6	232.5	135.5	220.2
Total Produced Fan Wells	94.7	93.9	94.7	940.0	519.7	947.7
Total Produced Strub and Fan Wells	222.6	232.5	222.6	2216.9	1353.0	2130.4
Purchased Water						
10-2100 TAP 1	133.9	130.1	133.9	1276.6	670.8	1079.9
190 minus 20-2008 TAP 2	182.5	143.4	182.5	1174.0	579.0	1114.3
10-1200 TAP 3	100.1	98.8	100.1	914.9	527.2	826.5
Total Purchased Water	416.5	372.3	416.5	3365.5	1777.0	3020.6
Total Produced and Purchased	639.1	604.8	639.1	5582.4	3130.0	5151.1
Consumption	600.4	F70 0	<b>COD 1</b>	5200 4	2004.0	4054.0
CUSTOMERS IDA	609.1	579.3	609.1	5289.4	2994.0	4851.0
Interdepartmental to Y	0.0	0.0	0.0	7.5	0.0	50.3
Total Consumption - IDA	609.1	579.3	609.1	5296.9	2994.0	4901.3
Storage Level Changes	2.9 <b>32.9</b>	3.4 <b>28.9</b>	2.9 <b>32.9</b>	2.5 <b>288.0</b>	5.7 <b>141.7</b>	4.8 <b>254.6</b>
Slippage - Acre Feet Slippage %	5.1	4.8	5.1	5.2	4.5	4.9
Combined General District and IDA	-	-	-	-	-	
PRODUCED YUIMA	623.7	554.8	623.7	5229.5	2686.2	5158.6
PRODUCED IDA	222.6	232.5	222.6	2216.9	1353.0	2130.4
Total Produced and Purchased	846.3	787.3	846.3	7446.4	4039.2	7289.1
Consumption	827.5	776.9	827.5	7176.2	3949.5	7044.8
Storage Level Changes	1.8	8.9	1.8	4.8	6.9	12.4
Slippage - Acre Feet	20.6	19.3	20.6	275.0	96.5	256.6
Slippage %	2.4	2.5	2.4	3.7	2.4	3.5

Yuima Municipal Water District - Production/Consumption Report

Notes:

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 July 2022) 2018-Current





		July			August			September			October			November			December	
		2022			2022			2022			2022			2022			2022	
(* static level with surrounding wells off 24 hrs)	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	Static	Pumping	GPM	*Static	Pumping	GPM
	Level	Level		Level	Level		Level	Level		Level	Level		Level	Level		Level	Level	l
Monitor Well No. 21A Elev 800' Depth 251'																		
Well No. 12 (River) Elev 800' Depth 207'		160	224															
Well No. 19A (River) Elev 800' Depth 215'		145	224															
Well No. 20A (River) Elev 800' Depth 225'		136	299															
Well No 25 (River) Elev 805' Depth 210'																		
Well No. 3 (Fan) Elev 1220' Depth 547'	222																	
Well No. 7A (Fan) Elev 1240' Depth 554'	257	305																 
Well No. 8 (Fan) Elev 1227' Depth 1000'	343																	 
Well No. 9 (Fan) Elev 1252' Depth 436'	263																	
Well No. 10 (Fan) Elev 1210' Depth 405'	217	235																
Well No. 13 (Fan) Elev 1280' Depth 403'	300																	
Well No. 14 (Fan) Elev 1310' Depth 542'		415	224															
Well No. 17 (Fan) Elev 1375' Depth 597'		403	96															
Well No. 18 (Fan) Elev 2380' Depth 1000'	219																	
Well No 22 (Fan) Elev 997.4' Depth 1100'		225	153															
Well No. 23 (Fan) Elev 1587' Depth 963'	130	155																 
Well No. 24 (Fan) Elev 1530' Depth 582'		335	130															 
Well No. 29 (Fan) Elev 1314' Depth 450'		362	113															 
Well No. 41 (Horizontal) Elev 2627' Depth 555'			12.7															 
Well No. 42 (Horizontal) Elev 2632' Depth 675'			19.8															<u> </u>
Well No. 44 (Horizontal) Elev 3040' Depth 465'			7															<u> </u>
Well No. 45 (Horizontal) Elev 2900' Depth 845'																		<u> </u>
Well No. 46 (Horizontal) Elev 3050' Depth 870'			6															
Well No. 47 (Horizontal) Elev 3050' Depth 1007'			3.2															
Well No. 48 (Horizontal) Elev 3160' Depth 785'			13.8															
Well No. 49 (Horizontal) Elev 3160' Depth 905'			7.7															
Well No. 50 (Horizontal) Elev 3120' Depth 1215'			9.9															
Schoepe No. 2 (River) Elev 700' Depth 253'		190	30															
Schoepe No. 3 (River) Elev 700' Depth 265'	140																	
Schoepe No. 3-R (River) Elev 700' Depth 200'	140																	
Schoepe No. 4 (River) Elev 700' Depth 185'	122																	
Schoepe No. 5 (River) Elev 700' Depth 1000'	125																	

# YUIMA MUNICIPAL WATER DISTRICT

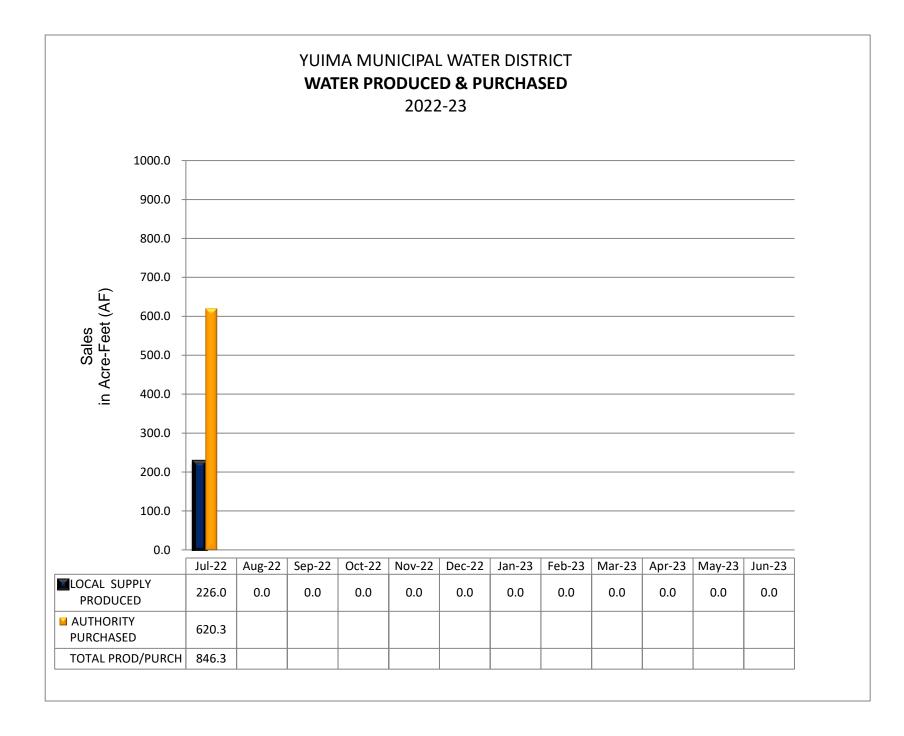
# **REPORT OF DISTRICT WATER PURCHASED AND PRODUCED**

	Month Comparative	e One (1) Year Ago		Fiscal Year to Date	e Comparatives	
LOCAL SUPPLY AUTHORITY TOTAL PRODUCED & PURCHASED	Jul-22 226.0 620.3 846.3	Jul-21 215.1 680.2 895.3	%CHANGE 5.1% -8.8% -5.5%	2022/23 226.0 620.3 846.3	2021/22 215.1 680.2 895.3	%CHANGE 5.1% -8.8% -5.5%
CONSUMPTION	827.5	821.8	0.7%	827.5	821.8	0.7%
% LOCAL %AUTHORITY	26.7% 73.3%	24.0% 76.0%	2.7% -2.7%	26.7% 73.3%	24.0% 76.0%	2.7% -2.7%

#### **FISCAL YEAR ENDING JUNE 30 COMPARATIVES**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
LOCAL SUPPLY	2295.2	2571.6	2311.7	1688.5	2107.5	2058.1	2334.3	2726.6	3145.7	4199.9	4353.8	3356.5	2858.8	3729.7
AUTHORITY SUPPLY	5151.2	5610.9	4684.7	4819.6	4780.9	4470.6	3621.1	4468.4	4596.1	2149.3	1183.6	1617.7	2521.8	2347.0
TOTAL PRODUCED & PURCHASED	7446.4	8182.5	6996.4	6508.1	6888.4	6528.7	5955.4	7195.0	7744.8	6349.2	5537.4	4974.2	5380.6	6076.7
CONSUMPTION	7176.2	7879.3	6727.3	6351.1	6629.8	6379	5887.8	7175.6	7591.1	6310.3	5486.9	4959.0	5310.8	5909.0
% LOCAL	30.8%	31.4%	33.0%	25.9%	30.6%	31.5%	39.2%	37.9%	40.6%	66.1%	78.6%	67.5%	53.1%	61.4%
% AUTHORITY	69.2%	68.6%	67.0%	74.1%	69.4%	68.5%	60.8%	62.1%	59.4%	33.9%	21.4%	32.5%	46.9%	38.6%

ds/excel/waterpurchasedand produced



#### YUIMA MUNICIPAL WATER DISTRICT 2022-23 Capital Projects As of July 31, 2022

	Job Number	Approved 2022-23 Budget	Βι	Approved Idget Carry Forward	Current Year Expenditures 2022-23	Prior Year Expenditures Forward	Total Project Expenditures	Percent Expended to Budget
GENERAL DISTRICT								
McNally Tank 2 Interior and Exterior Recoating	10-600-60-6500-613		\$	450,000		\$-	\$-	0%
			_					
Total General District Capital Projects - 2022-23			\$	450,000	\$-	\$-	\$-	0%
IMPROVEMENT DISTRICT A								
Pump Station 4 Pump Cover			\$	20,000	\$-	\$-	\$-	0%
Pump Station 4 Bypass Valve	20-600-60-6300-680		\$	9,764	\$ -	\$-	\$-	0%
Dunlap CL2 Analyzer Building Replacement	20-600-60-6300-680		\$	10,000	\$ -	\$-	\$ -	0%
	20-600-60-6300-680							
Total IDA Capital Projects - 2022-23			\$	39,764	\$-	\$-	\$-	0%
						ll	1	
Total General District & IDA Capital Projects 2022-2	23	\$-	\$	489,764	\$-	\$-	\$-	0%

# YUIMA MUNICIPAL WATER DISTRICT OPERATIONS REPORT August 2022

# Staff Report

## WELLS

# YUIMA General District

WELLS	FLOW / GPM	STATUS
PVW2	65	In Service
PVW3	0	Out of Service - Pump
PVW3R	0	Out of Service - Nitrates
PVW4	0	Inactive
PVW5	0	Inactive

#### <u>IDA</u>

WELLS	FLOW / GPM	STATUS					
12	232	In Service					
19A	224	In Service					
20A	300	Out of Service – Pump Failure					
		Pulling and Replacing					
25	224	In Service					
22	155	In Service					

WELLS	FLOW / GPM	STATUS
3	0	Inactive
7A	0	Out of Service – Water Quality
8	0	Inactive
9	0	Inactive
10	0	Out of Service – Water Quality
13	0	Inactive
14	300	In Service
17	132	In Service
18	0	Non-Potable Water Use
23	0	Off – High Nitrate Levels
24	122	In Service – Pump Repaired
29	120	In Service

WELLS	FLOW / GPM	STATUS						
41	13	In Service						
42	26	In Service						
43	0	Out of Service – Drill Bit						
44	8	IN SERVICE						
45	0	Out of Service – Sediment						
46	7	In Service						
47	6	In Service						
48	14	In Service						
49	7	In Service						
50	11	In Service						

Well 23 – June Nitrate test level was 11. The State mcl is 10, however, the SWRCB requires us to turn the well off when nitrate test results are 9 mcl. Due to the design of the infrastructure, we are unable to blend this water with imported supply and therefore must shut down the well when the water quality does not meet state standards. The well has been offline since March 2022.

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 due to the 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
STATION	PUMPS	STATUS
PERRICONE	1.2.3.4	ОК
FOREBAY	1,2,3,4	OK – Watching Closely
EASTSIDE	1,2,3	ОК
1	1,2,3,4	ОК
4	1,2,3	ОК
6	1,2,3	ОК
7	1,2,3	ОК
8	1,2,3,4	OK – SCADA Work needed to address backup battery
		and programming issues. Cost will be in 22/23 budget
SCHOEPE	1,2,3	3 OK, 1 & 2 DOWN

# **BOOSTER STATIONS**

## **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 April of 2022 and found to be in good condition. We are awaiting the final report.
- Tank 8 Was inspected and cleaned in April of 2022. We are awaiting the final report with recommendations.
- Perricone Tank Last inspected in august 2021. 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. The tank is due for inspection in 2024. There are a few minor areas of corrosions that can be fixed to mitigate any serious damage.
- Zone 4 Tank Cleaned and inspected January 2022 Some sediment, interior coating looked good, tank cleaned up nicely.
- McNally Tank 1 Was inspected and cleaned in April of 2022. We are awaiting the final report with recommendations.
- McNally 2 Tank was inspected and cleaned in June 2019. SCHEDULED FOR INTERIOR AND EXTERIOR RECOATING IN FY 2021/22. This is delayed due to CWA shutdowns during normal available down times and contractor availability.
- Schoepe Tank Was inspected and cleaned in April of 2022. We are awaiting the final report with recommendations.
- Forebay Tank Was inspected in April of 2022. We are awaiting the final report.
- All three nitrate analyzers have had the annual maintenance completed in August 2021.

### **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

Well 20 was put back online on April 14<sup>th</sup> with the following operational conditions.

- 1. Weekly testing required for the next two months.
- 2. Weekly testing for PH, Electrical Conductivity and Temperature to determine a baseline for "1-Log Giardia".
  - a. If there is surface water running in the riverbed then the District must perform daily field tests for PH, Conductivity and Temperature starting the day the water begins to flow until 1 week after the water stops flowing.
    - i. The District has purchased the specialized equipment to perform these tests.

Well 23 has gradually increased in Nitrates. We are now reporting grab samples weekly to the SWRCB. The well has been shut down due to the high nitrate levels.

Nitrification issues like last year are occurring in Perricone Tank, Tank 8 and Dunlap. Staff is monitoring closely and keeping things under control by deep cycling the tanks.

### DISTRICT OPERATIONS PERSONNEL

No current limitations.

# **OTHER PROJECTS AND PROGRAMS**

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

*Forebay Pump Station* – As of May 26, 2022 all pumps at Forebay have been repaired and are fully operational. The motor warranty for the pumps is still being discussed between Management and Barret Pumps.

Pump #1: Fully operational
Pump #2: Fully operational
Pump #3: Fully operational
Pump #4: Fully operational

*CWA Emergency Storage Project (ESP) Valley Center MWD / Yuima MWD Inter-tie* The ESP project is moving forward and preliminary construction planning are at the prefinal design phase. The project is due to start construction in early 2023 and should take about 1 month to complete.

*Vehicle Replacement in CIP Budget:* Due to continued delays resulting from Covid-19 and labor / supply chain issues the District has had a difficult time finding replacement vehicles. Upon the advice of the Fleet Dealer management decided to order the trucks

scheduled for replacement. Additionally, keeping in mind the shortage of vehicles and the lead time in delivery of order vehicles, management decided to order two replacement vehicles that were scheduled for next fiscal year. Once these vehicles have been received all fleet vehicles will have been replaced before the 2024 end date for purchasing gas powered vehicles. This will give the district several years to plan for and prepare facilities to operate electric vehicles.

#### SAFETY PROGRAMS AND TRAINING

Staff continues with tailgate safety meetings. Individuals are training with JPIA.

#### WATER METERS AND SERVICES

#### Meter Replacements, Downsizing and Removals

District staff is currently analyzing and replacing older meters in the District to help reduce slippage. Older prop meters tend to become less accurate, especially with the high usage District meters encounter. In an effort to optimize staff and make meter reading more efficient in the near future; all new meters installed are AMR meters that can be incorporated into the District's AMR meter reading program.

# RAINFALL RECORD 2022/2023 YUIMA SHOP

. —	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	7
1													-
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23													
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25													
26													
27													
28 29													
29 30													
31													TOTAL YE
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	2.60	4.17	1.20	2.97	2.23	0.97	6.95	0.40	0.00	
	0.00	1.25	0.00	0.00	1.36	4.78	1.38	3.25	0.60	0.25	0.43	0.00	
	0.00	0.00	1.03	0.50	0.00	0.55	4.45	2.65	0.92	3.22	0.95	1.10	
	0.32	0.93	0.00	0.16	0.83	0.85	1.30	2.60	13.10	0.20	0.00	0.00	
	0.70	0.00	0.40	0.85	0.30	1.90	3.25	5.60	5.30	0.15	0.50	0.00	
	0.00	1.75	0.00	1.55	0.00	5.10	17.25	8.60	1.55	0.00	0.00	0.70	
	0.00	0.00 0.00	0.00 0.00	0.25	2.35 0.80	0.90	1.20 9.35	4.60	5.30	2.00	0.20	0.00	
	0.00 0.10	0.00	0.00	0.40 0.00	0.80	0.75 0.85	9.35 1.50	3.00 3.50	9.40 2.30	2.00 0.50	0.75 0.00	1.10 0.00	
	0.10	0.00	0.00	0.00	4.55	2.40	6.35	0.75	0.00	0.00	0.00	0.00	
	0.00	0.00	2.10	0.10	2.45	2.10	3.70	10.95	4.05	3.30	3.05	0.00	
	0.00	0.00	1.15	0.00	2.45	1.36	1.93	1.00	0.80	2.32	0.05	0.50	
	0.25	0.00	0.10	0.00	0.10	0.25	0.60	5.20	1.55	0.95	0.45	0.00	
	0.00	0.00	0.05	0.98	0.45	0.00	2.80	6.20	1.70	1.70	0.50	0.00	
	0.00	0.00	0.00	0.00	1.35	1.90	0.60	0.15	1.80	0.65	0.00	0.00	
	0.00	0.00	0.20	0.00	2.85	3.60	0.25	6.40	3.45	2.10	0.65	0.00	
	0.00	0.40	0.00	0.00	1.55	1.55	0.70	4.25	0.75	1.05	0.00	0.00	L
	0.00	0.40	0.00	7.20	1.55	4.55	8.70	6.60	1.75	1.05	0.10	0.00	<u> </u>
	0.50	0.00	0.10	1.85	0.00	0.50	1.75	2.45	3.55	2.65	0.50	0.00	
	0.00	0.20	0.30	0.40	0.05	1.40	0.50	2.70	0.30	0.80	0.10	0.00	<u> </u>
	0.00 0.00	0.25 0.00	0.00 0.00	0.20 0.00	0.50 1.60	5.30 4.95	5.80 0.05	3.80 4.45	0.60 0.30	0.00 0.75	1.00 0.00	0.00 0.00	<u> </u>
	0.00	0.00	0.00	0.00	1.00	3.65	7.45	4.43	0.55	2.60	0.00	0.00	<u> </u>
	0.00	0.00	0.00	3.15	1.45	8.60	1.25	4.00	2.65	0.30	0.40	0.05	
	0.00	0.00	0.00	0.65	2.65	1.20	1.15	2.05	2.05	3.15	0.10	0.00	
	0.00	0.00	1.50	0.40	0.45	2.70	1.50	1.25	1.70	0.10	0.40	0.00	
	0.28	0.00	0.00	1.48	0.15	0.40	0.25	0.95	2.95	0.80	0.00	0.00	
	0.00	0.20	1.00	0.00	1.00	4.90	0.70	0.90	1.60	0.75	1.20	0.50	
	1.90	0.30	1.70	0.35	0.90	2.65	3.40	1.15	1.50	0.75	0.40	0.00	
	0.00	0.00	1.00	0.16	1.75	4.37	7.17	6.05	0.20	0.00	1.34	0.00	
	0.07	0.12	0.13	0.00	0.00	0.00	3.18	0.88	2.55	0.01	0.12	0.00	L
	0.00	0.00	0.00	1.27	2.51	1.63	2.34	7.98	1.68	0.40	1.83	0.12	L
	0.00	0.00	0.30	0.00	4.17	2.46	0.17	0.64	5.39	5.96	0.03	0.20	
	0.00	0.00 0.30	0.00 0.17	0.07 0.99	1.52 0.00	0.79 4.16	1.09 0.31	0.06 0.53	1.55 2.26	0.51 0.20	0.10 0.19	0.02 0.00	L
	1.27												

### YUIMA MUNICIPAL WATER DISTRICT DELINQUENT ACCOUNTS LISTING 7/29/2022

YUIMA				
	ACCOUNT NUMBER	<u>PAST I</u>	DUE AMOUNT	ACTION
	01-0650-03		4,892.50	Notice
	01-1036-00		369.33	Notice
	01-1044-01		52.54	Notice
	01-1052-06		68.56	Notice
	01-1351-07		156.80	Notice
	01-1359-01		598.48	Notice
	01-1421-06		97.05	Notice
	01-1599-00		369.99	Notice
		\$	1,712.75	

IDA

ACCOUNT NUMBER	PAST DUE AMOUNT	ACTION
02-2812-02	410.71	Notice
02-2826-02	2,388.46	Notice
02-2984-09	1,280.66	Lien Filed
02-4005-02	247.29	Notice
02-4015-07	78.27	Notice
02-4181-00	336.48	Notice
02-4185-01	114.66	Notice
02-6298-01	458.85	Notice
02-6500-00	22,481.46	Lien Filed
02-7125-00	1,521.28	Lien Filed
02-7249-01	5,872.53	Lien Filed
02-8445-00	56.17	Notice
02-9053-02	110.93	Notice
02-9353-04	4,685.31	Notice
02-9402-02	324.62	Notice
	\$ 40,367.68	

#### LIENS FILED / TRANSFERRED TO TAX ROLL

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