

# Agenda

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

Thursday, December 20, 2018 1:30 P.M.  
34928 Valley Center Road, Pauma Valley, California

Bill Knutson, President  
Ron W. Watkins, Vice President  
Don Broomell, Secretary, Treasurer

Laney Villalobos, Director  
Roland Simpson, Director

### AGENDA TOPICS

- 1:30-1:35 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. Knutson
  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) Knutson
- I. **ACTION DISCUSSION**
- 1:35-2:15 pm
1. Discussion and Possible Action on Enlarging the Yuima 3 Flow Control Facility to 30 cfs. Williamson

*Background:* Staff has been advised that the cost to increase the Yuima tap to 30 cfs from 20 cfs is quadrupled what was originally estimated. Our cost would increase to \$120,000, from the original estimate of \$30,000.

*Recommendation:* Staff recommends that the Board direct the General Manager to thank the San Diego County Water Authority for the opportunity to enlarge the tap, but at this time we respectfully decline to participate in the project.
  2. Discussion and Possible Action on the MOU for Tasks 1 and 2: Data Collection for Development of a Groundwater Sustainability Plan for the Upper San Luis Rey Groundwater Subbasin Williamson

*Background:* With the withdrawal of San Diego County from the original MOU governing the multi-agency GSA there became a need to document that Yuima MWD will be the replacement manager of the GSP efforts, and the recipient and manager of grants for the preparation of the GSP.

*Recommendation:* Staff recommends that the Board approve, and authorize the General Manager to execute, the Memorandum of Understanding for Phase 1: Data Collection for Development of a Groundwater Sustainability Plan for the Upper San Luis Rey Groundwater Subbasin

Proposed Resolution Making California Environmental Quality Act (CEQA) Findings for the Rancho Corrido Annexation and Ordering a Notice of Exemption Filed with the County Clerk, County of San Diego.

3.

*Background:* The Proposed Resolution which makes CEQA finding for declaration of the Rancho Corrido Annexation an exempt project.

*Recommendation:* Staff recommends approval to file the Notice of Exemption with the County Clerk for posting per CEQA Guidelines.

2:15 -2:25 pm      **II.      OTHER BUSINESS**

2:25-2:30 pm      **III.      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.  
ACTION & DISCUSSION

Agreement between San Diego County Water Authority and Yuima Municipal Water District  
for Design, Construction, Ownership, Operation, and Maintenance  
of the Yuima 3 Flow Control Facility

This Agreement is entered into as of \_\_\_\_\_, 2018 between the San Diego County Water Authority, a county water authority (Water Authority) and Yuima Municipal Water District, a municipal water district (Yuima). The Water Authority and Yuima (collectively Parties) in consideration of their mutual covenants, and for other valuable consideration, agree as follows:

Recitals:

- A. Yuima is a member agency of the Water Authority. Yuima currently distributes and sells at retail to its customers treated water supplied by the Water Authority.
- B. On February 10, 1964, the Water Authority Board of Directors approved a request from Yuima for the installation of Yuima 1 FCF to deliver up to 14 cubic feet per second (cfs). On June 22, 1976 the Water Authority Board of Directors approved a request from Yuima for the installation of Yuima 2 FCF, a 7 cfs facility. Therefore, the total capacity for Yuima is 21 cfs.
- C. The Water Authority established an Asset Management Program (Program) in 2009 to prioritize the rehabilitation, repair, or replacement of assets based on probability and consequence of failure. The Program identified the northern reach of the First Aqueduct as requiring rehabilitation. This project is known as the First Aqueduct Structures and Lining Rehabilitation – Hubbard Hill North, includes work at existing flow control facilities.
- D. The purpose of this Agreement is for the Water Authority to construct a rehabilitated Yuima 3 Flow Control Facility with a capacity of up to 21 cfs to replace Yuima 1 and 2 Flow Control Facility (Yuima 1&2 FCF). The rehabilitation work at Yuima 1&2 FCF requires the installation of 18-inch piping and valves.
- E. Yuima has requested that the delivery capacity of Yuima 3 FCF be increased by 9 cfs to 30 cfs. To accommodate this request, Yuima 3 FCF's piping, valve, and meter size will be increased from 18-inches to 24-inches.
- F. This Agreement establishes the terms and conditions pursuant to which the existing Yuima 1&2 FCF will be replaced by Yuima 3 FCF, at the same location and using the existing structure, with new piping, valves, and a meter to deliver up to 30 cfs of treated water. The Water Authority will design, construct, own, operate, and maintain Yuima 3 FCF.
- G. The Water Authority is the lead agency for environmental documents and will ensure the work performed under this Agreement complies with the requirements of the California Environmental Quality Act (CEQA). A Notice of Exemption was filed on November 21, 2017, for this project, therefore CEQA requirements have been completed and approved.

The Recitals are incorporated herein and the Parties agree as follows:

1.0 Delivery of Water to Yuima 3 FCF

- 1.1 Availability, delivery, rate of flow, and cost of treated water to be sold by the Water Authority to Yuima shall be as established by the Board of Directors of the Water Authority in accordance with the Water Authority's Administrative Code, on the same basis as generally applicable to the Water Authority's member agencies.

2.0 Facility Design and Construction

- 2.1 Water Authority will design and construct Yuima 3 FCF to its standards with a capacity to deliver up to 30 cfs of treated water to Yuima.

3.0 Facility and Access Right of Way

- 3.1 Yuima 3 FCF will be located in the existing Yuima 1&2 FCF structure on Water Authority right of way, as shown on Exhibit A, attached and made a part of this Agreement. The right of way is currently owned in fee by Morningstar Hills Ranch, LP. Facility access will be from Camino Del Venado.

4.0 Yuima will Perform the Following at Its Cost and Expense

- 4.1 Assign a project manager for Yuima 3 FCF, who will be the Water Authority's single point of contact.
- 4.2 Shut down, isolate, and drain the existing distribution pipe(s), downstream of Yuima 3 FCF at the same time as the Water Authority's aqueduct shutdowns, to allow the Water Authority to complete the construction for Yuima 3 FCF.
- 4.3 Review and comment on design and construction documents related to the connection of Yuima 3 FCF to the existing Yuima distribution pipeline. During the design phase, Yuima will submit review comments and concurrence within 15 working days of receiving draft documents. During the construction phase, Yuima will submit review comments and concurrence within five calendar days of receipt of a construction submittal. If Yuima does not respond within the allotted time, it will be understood by the Parties that no Yuima comment is required. Yuima shall not unreasonably delay or withhold concurrence.
- 4.4 All work performed and all materials used (including cost of water drained) by Yuima will be done so at its own expense.

5.0 The Water Authority Will Perform the Following at Its Cost and Expense

- 5.1 Assign a project manager for Yuima 3 FCF, who will be Yuima's single point of contact.
- 5.2 Procure or provide services for the design contract, public bidding, preparation of addendum, construction contract, change orders, inspection, and testing of Yuima 3 FCF. Each contract shall require the contractor to obtain and maintain insurance policies. All

such insurance policies shall name Yuima, including its directors, officers, employees, and agents as additional insureds.

5.3 The Water Authority will conduct the following three aqueduct shutdowns. The point of delivery at the existing Yuima 1&2 FCF will be maintained during construction of the Yuima 3 FCF, except during the three aqueduct shutdowns.

5.3.1 Shutdown 1: A 10-day aqueduct shutdown is required for pipeline isolation. During this shutdown, bulkheads will be installed at the existing First Aqueduct Bifurcation Structures by or on behalf of the Water Authority.

5.3.2 Shutdown 2: A 10-day aqueduct shutdown is required for pipeline isolation, FCF construction, and pipeline activation. During this shutdown, bulkheads will be installed or removed at the existing First Aqueduct Bifurcation Structures and the Yuima 3 FCF by or on behalf of the Water Authority.

5.3.3 Shutdown 3: A 10-day aqueduct shutdown is required for pipeline activation. During this shutdown, bulkheads will be removed at the existing First Aqueduct Bifurcation Structures by or on behalf of the Water Authority.

5.4 To make the above permanent connections and tie-ins, the existing distribution pipe(s), owned and operated by Yuima, downstream of Yuima 3 FCF, will have to be shut down at the same time as the Water Authority's aqueduct shutdowns. Yuima will be responsible for these shutdowns.

5.5 Upon request, the Water Authority will provide to Yuima electronic record drawings in pdf format showing the connection between Yuima 3 FCF and Yuima's distribution pipeline.

## 6.0 Ownership and Operational Control of Facilities

6.1 The Water Authority will own, maintain, and operate all components of Yuima 3 FCF, including inlet and outlet piping, as shown on Exhibit A. On the outlet piping, a buried cathodic protection isolation joint assembly, including a test station, will be installed on the easement line to delineate the change in ownership. The Water Authority will own and maintain the piping and equipment up to and including the cathodic protection isolation joint and test station, as shown on Exhibit A. Yuima will own and maintain the piping and equipment downstream of the cathodic protection isolation joint.

6.2 In accordance with current Water Authority Board policy, all operation and maintenance costs of the Yuima 3 FCF shall be borne by the Water Authority. Yuima acknowledges the right of the Water Authority's Board to revise the policy to recover future operation and maintenance costs.

## 7.0 Calculation and Cost Responsibility

- 7.1 Yuima will pay 30 percent of the actual costs related to the increase in size from 18 to 24 inches for construction of the pipe, valve, and meter, which is estimated at \$30,000.
- 7.2 Deposit: Yuima shall deposit \$30,000 with the Water Authority, upon execution of this Agreement.
- 7.3 A final cost accounting will be performed and provide to Yuima 60 calendar days after filing of Notice of Completion for the Yuima 3 FCF. Parties agree the estimated total cost may exceed \$30,000.
  - 7.3.1 If Yuima's share of actual costs is less than deposits, the excess amount, without interest, will be refunded by the Water Authority to the Yuima within 30 calendar days of Water Authority providing final accounting to Yuima.
  - 7.3.2 If the Yuima's share of actual costs is more than deposits, Yuima will, within 30 calendar days of receipt of cost accounting from the Water Authority, make full payment to the Water Authority of all undisputed amounts. Any payment not made will be subject to a delinquency charge of 2 percent of the delinquent payment for each month or portion thereof after said 30 calendar days that the payment remains delinquent, provided that disputed amounts shall not be considered due until Yuima and Water Authority agree on the amount actually due. If the delinquency does not exceed five business days, the charge shall be equal to 1 percent of the delinquent amount. It is Yuima's responsibility to pay for Water Authority's actual costs.
- 7.6 If Yuima decides to terminate the increased delivery capacity of Yuima 3 FCF at any time during design or construction, Yuima will reimburse the Water Authority for all costs incurred through the notification date of termination.
- 7.7 Water Authority will retain detailed records from which costs are compiled for a period of three years from the date of final invoice and will be available for verification by Yuima during normal business hours. Electronic records related to the cost and construction of the Yuima 3 FCF may be requested by Yuima upon project completion. If during the three-year period Yuima determines an audit is necessary, it will be completed at Yuima's expense

## 8.0 Non-Binding Mediation

- 8.1 If a dispute arises out of, or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through normal contract negotiations, the Parties agree to first try to settle the dispute using mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.
- 8.2 The expenses of mediation witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at

the direct request of the mediator, shall be borne equally by the Parties, unless otherwise agreed.

- 8.3 Any agreements resulting from mediation shall be documented in writing. Except for agreements signed by both Parties, all mediation results and documentation, by themselves, shall be “non-binding”. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 9.0 Mutual Indemnification. Yuima and Water Authority each agree to indemnify, defend at its own expense, including attorneys’ fees, and hold each other harmless from and against all claims, costs, demands, losses, and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use), or violation of the law, caused by or arising out of any error, omission, negligent act, or willful misconduct of the indemnifying party, its officers, directors, employees, agents, volunteers, or any other person acting pursuant to its control in performing under this agreement.
- 10.0 Laws and Venue. This Agreement will be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court in San Diego County.
- 11.0 Integration and Amendment. This Agreement represents the entire understanding of the Water Authority and Yuima as to those matters contained herein, and supersedes all prior understandings or agreements relating to the subject matter of this Agreement. No prior oral or written understanding or agreement shall be of any force or effect with respect to those matters covered by this Agreement. This Agreement may be modified only by a subsequent written amendment executed by both Parties.
- 12.0 Successors or Assigns. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the duties be delegated, without the express written consent of both Parties, which shall not be unreasonably withheld or delayed. Any attempt to assign or delegate this Agreement without the express written consent of both Parties shall be void and of no force or effect.
- 13.0 Notices. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, postage prepaid, addressed to:

San Diego County Water Authority  
4677 Overland Avenue  
San Diego, CA 92123  
Attention: Director of Engineering

Yuima Municipal Water District  
34928 Valley Center Road  
Pauma Valley, CA 92061  
Attention: General Manager

14.0. Severability. The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity of the remainder of this Agreement.

15.0 Signatures. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed as of the date written above.

San Diego County Water Authority

Yuima Municipal Water District

By: \_\_\_\_\_  
Jerry Reed  
Director of Engineering

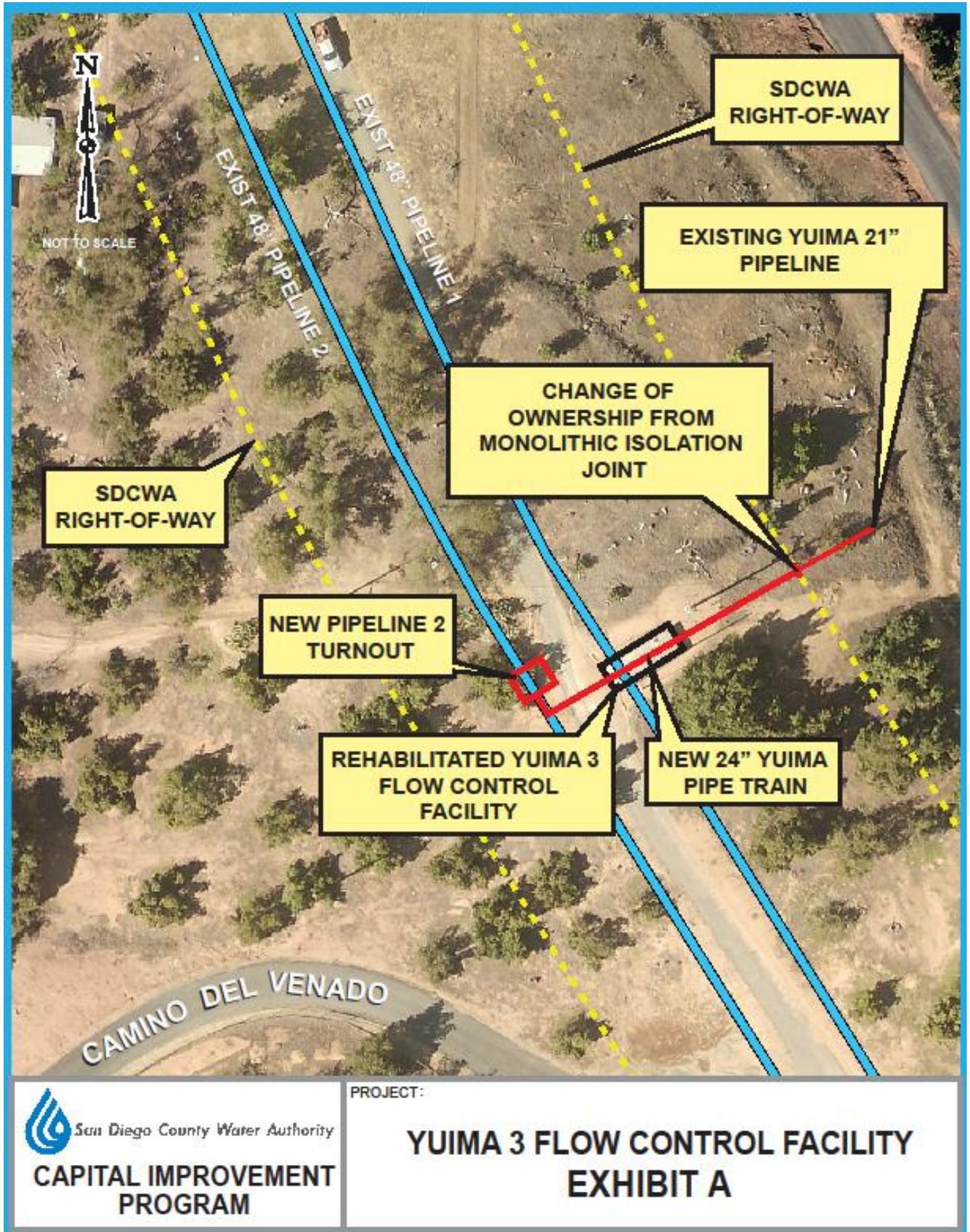
By: \_\_\_\_\_  
Richard S. Williamson, P.E., RLS  
General Manager

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Rosann Gallien  
Assistant General Counsel

By: \_\_\_\_\_  
Allison E. Burns, Esq.  
Stradling Attorneys at Law



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Rich Williamson <richt@yulimawd.com>

**Draft Yuima 3 Flow Control Facility Agreement**

Wed, Nov 28, 2018 at 5:03 PM

Fountain, Brent <BFountain@sdcwa.org>  
To: "Williamson, Richard" <Rich@yulimawd.com>  
Cc: "True, Lynn" <LTrue@sdcwa.org>, "Ward-McNally, Emma" <eward-mcnally@sdcwa.org>, "Griffs, Wade" <wgriffs@sdcwa.org>

Hi Rich

This email serves as an update on the future Yuima 3 Flow Control Facility. We received construction bids for the work that exceeded our original estimate. The table below summarizes the differences:

	Yuima Cost	Water Authority Cost	Total
Estimated	\$30,000	\$70,000	\$100,000
Actual	\$120,000	\$280,000	\$400,000

With the difference in costs, we wanted to confirm YMWD is still interested in the expansion. If not, we will replace the equipment at its current 21 cfs capacity. Please let us know your preference by December 21, 2018. Feel free to call with any questions.

Have a good evening!

**Brent J. Fountain, P.E.**

Senior Engineer

☎ 858.522.6806

✉ 858.705.2118

[bfountain@sdcwa.org](mailto:bfountain@sdcwa.org)

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
YUIMA MUNICIPAL WATER DISTRICT  
MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR  
RANCHO CORRIDO ANNEXATION AND ORDERING A NOTICE OF  
EXEMPTION FILED  
WITH THE SAN DIEGO COUNTY CLERK**

WHEREAS, the Yuima Municipal Water District owns and operates the mainline that will supply the Rancho Corrido Annexation; and

WHEREAS, the District passed Resolution No. 1800-18 requesting approval by the San Diego County Water Authority, The Metropolitan Water District of Southern California, and The Local Agency Formation Commission of a concurrent annexation to said agencies; and

WHEREAS, the existing annexation does not expand or change the existing mainline infrastructure and is therefore exempt from the California Environmental Quality Act (CEQA) in accordance with Public Resources Code Section 21080.21 and CEQA Guidelines Section 15282(k) which provides statutory CEQA exemption for the repair, maintenance and restoration of pipelines less than one mile in length within a public street or public right-of-way, and CEQA Guideline Section 15301(b) which provides categorical CEQA exemption for the repair and maintenance of existing public facilities providing the project involves no expansion of existing use; and

WHEREAS, it is in the best interest of the Yuima Municipal Water District and the people it serves to order a Notice of Exemption filed with the San Diego County Clerk.

NOW, THEREFORE, the Board of Directors of the Yuima Municipal Water District does hereby find, determine, resolve and order as follows:

1. The foregoing facts are found and determined to be true and correct.
2. In accordance with the California Environmental Quality Act Guidelines Section 15061, the Board of Directors finds and determines that the Rancho Corrido Annexation is exempt from CEQA for the following reasons:
  - a) CEQA Guidelines Article 19, Section 15301(b) allows for categorical exemption of exiting Class 1 facilities consisting of the operation, repair, maintenance, permitting, leasing, licensing, of minor alteration of existing public or private structures, facilities, mechanical equipment, or topological features involving negligible or no expansion of existing use for both investor and publicly owned facilities used to provide electric power, natural gas, sewerage, or the public utility services.
3. The Board of Directors of the Yuima Municipal Water District hereby directs District Staff to file a Notice of Exemption with the San Diego County Clerk stating that the project is exempt from CEQA in accordance

with Public Resources Code Sections 21080.21 and CEQA Guidelines  
Sections 15282(k) and 15301(b).

PASSED AND ADOPTED at a regular adjourned meeting of the Board of  
Directors of YUIMA MUNICIPAL WATER DISTRICT held Thursday, December 20,  
2018 by the following roll call vote to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

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W.D. Knutson, President

ATTEST:

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Don Broomell, Secretary/Treasurer