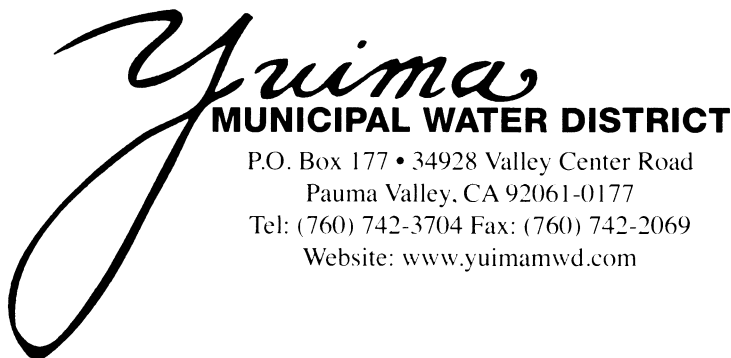


Board of Directors  
W.D. "Bill" Knutson - President  
Doug Anderson - Vice President  
George Stockton - Secretary/Treasurer  
Michael Fitzsimmons - Director  
Ron W. Watkins - Director  
  
General Manager  
Linden A. Burzell, Ph. D.  
  
Counsel  
Jeffery G. Scott




March 29, 2013

## **BOARD OF DIRECTORS**

### ***YUIMA MUNICIPAL WATER DISTRICT***

A Special Meeting of the Board of Directors of the Yuima Municipal Water District will be held at the office of the District, 34928 Valley Center Road, Pauma Valley, California, **THURSDAY the 11<sup>th</sup> day of April, 2013 at 9:00 o'clock a.m.**

  
George Stockton, Secretary

Cc:

W. D. Knutson  
Doug Anderson  
George Stockton  
Mike Fitzsimmons  
Ron W. Watkins  
Jeffrey G. Scott

# Agenda

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

Thursday, April 11, 2013 9:00 A.M.  
34928 Valley Center Road, Pauma Valley, California

Bill Knutson, President  
Douglas Anderson, Vice President  
George Stockton, Secretary/Treasurer

Mike Fitzsimmons, Director  
Ron W. Watkins, Director

### AGENDA TOPICS

- 9:00-9:05 A.M. 1. **Roll Call** – Determination of Quorum
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.
4. **Public Comment** – Opportunity for members of the public to address the Board on matters within the Board’s jurisdiction, 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)

9:05-9:30 A.M. **I. CLOSED SESSION: Conference with Legal Counsel – Potential Litigation Litigation pursuant to Government Code Section 54956.9 (one case)**

9:30-9:45 A.M. **II. ACTION/DISCUSSION**

1. Proposed Resolution Approving Change Order No. 1 for Reservoir No. 6 Demolition and Site Grading & Zone 4 Tank Site Grading Project (Canyon Springs Enterprises, dba RSH Construction, Inc.) Burzell

*Background:* The revised slope grading based on the Geotechnical Engineer recommendations changed from 1 to 1 to a 1½ to 1 back-cut for slope stability which increased earthwork quantities to an additional 8,300 cubic yards of cut material. The per cubic yard cost is based on the contract price of \$11.75 per cubic yard. Change order total \$97,525 for the Zone 4 tank site.

*Recommendation:* That the Board approve the proposed resolution.

2. Consideration of Engagement Letter from Kidman Law LLP for consulting services. Knutson

*Background:* In the conduct of its business the District is involved in many matters that depend on its proper understanding and interpretations of the California Water Code and water rights as governed by State law and

precedent. The District seeks to engage a consultant to assist in the effort.

*Recommendation:* That the Board approve the engagement of Kidman Law, LLP for this purpose.

9:45-9:50 A.M. **II.** **OTHER BUSINESS**

9:50-9:55 A.M. **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.*

*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.*

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
YUIMA MUNICIPAL WATER DISTRICT  
APPROVING CHANGE ORDER NO. 1  
FOR RESERVOIR NO. 6 DEMOLITION AND SITE GRADING  
& ZONE 4 TANK SITE GRADING PROJECT**

**(CANYON SPRINGS ENTERPRISES, DBA RSH CONSTRUCTION SERVICES)**

WHEREAS, by prior resolution the bid of Canyon Springs Enterprises, dba, RSH Construction Services in the sum of \$337,061 for the Reservoir No. 6 Demolition and Site Grading and Zone 4 Tank Site Grading Project was awarded; and

WHEREAS, the District Engineer has determined based on recommendations from our outside consulting Engineers to change the back-cut slope for better stability which increased earthwork quantities to an additional 8,300 cubic yards of cut material; and

WHEREAS, a change order in the amount of \$97,525 has now been presented to cover the increased earthwork required; and

WHEREAS, it is the best interest of the District to make this change as a part of the contract with Canyon Springs Enterprises, dba, RSH Construction Services; and

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

That Change Order #1 for Canyon Springs Enterprises, dba RSH Construction Services, in the amount of \$97,525 for the Reservoir No. 6 Demolition and Site Grading and Zone 4 Tank Site Grading Project adding an additional 8,300 cubic yards of increased quantities of earthwork is hereby approved and accepted, and the appropriate officers of the District are authorized and directed on behalf of the District to execute all documents and to do all things necessary for change order No. 1.

PASSED AND ADOPTED at a special meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT held April 11, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
W.D. Knutson, President

ATTEST:

\_\_\_\_\_  
George Stockton, Secretary

## Yuima MWD

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**From:** "Bob Hamilton" <bhamilton@a-c-e-inc.com>  
**To:** <todd@yuimamwd.com>  
**Sent:** Wednesday, March 20, 2013 2:49 PM  
**Subject:** Tank Site 4 Grading-Extra price (with corrections)  
Price to handle 8300 cy of additional cut due to slope change. 8300 cy @ \$11.75 per  
cy \$97,525.00

The above price is based on cubic yardage stated. We would propose doing a topo at completion and confirming the final total volume.

This price is based on spoil in the canyons at the south side of the site per our site visit. If we are required to truck material and dump, our price for said trucking would be an additional \$8.95 per cy. I believe we have more than enough room to spoil this material at the spoil site.

This price includes additional terrace drains required but does not include any drain piping that may or may not be required

*Sincerely,*

*Robert S. Hamilton*

President



**CANYON SPRINGS ENTERPRISE  
RSH CONSTRUCTION, INC.**

3883 Wentworth Dr, Hemet, CA 92545  
Office 951 925-2288  
Cel Phone: 760-831-0396 / Fax: 951-925-1288  
E-mail: [BHamilton@RSHconstruction.com](mailto:BHamilton@RSHconstruction.com)  
Website: [www.RSHconstruction.com](http://www.RSHconstruction.com)

**ATTORNEY/CLIENT  
PROFESSIONAL SERVICES AGREEMENT**

This Attorney/Client Professional Services Agreement ("Agreement") is entered into by and between the Kidman Law LLP ("Kidman") and Yuima Municipal Water District ("Client").

1. Scope of Work and Kidman Duties. Client hires Kidman to represent it as special counsel on water law matters on an as-needed basis. Kidman provide consultation support to Client through Client's General Counsel, the Law Offices of Jeffrey G. Scott. Kidman will perform requested legal services, will keep Client informed of progress, and will respond to Client's inquiries. In consultation with and upon authorization by Client, Kidman shall assert or defend Clients position in any litigation arising out water law issues in the related to Pauma Valley.

2. Client's Duties. Client agrees to provide Kidman such information, assistance and cooperation as is necessary for Kidman to effectively perform its services under this Agreement. Client shall timely pay Kidman's bills for fees, costs and expenses. Client shall keep Kidman advised of Client's address, telephone number and contact person(s) during the Pendency of this Agreement.

3. Personnel, Legal Fees and Billing Practices.

Arthur G. Kidman will be principally involved in performing the legal services under this Agreement; however, Kidman will exercise its discretion to utilize whichever attorneys and staff it deems to be best suited to any particular task, consistent with the competent and efficient rendering of legal services. Kidman shall provide services an hourly basis for all time actually expended in performance of legal work on behalf of Client. Client agrees to pay Kidman's hourly rates for the services performed. Time shall be billed in tenths of an hour (increments of 0.1), with all time entries rounded up to the nearest tenth of an hour. Hourly rates vary, depending upon the experience and background of the individual attorneys. Hourly billing rates for Kidman Law attorneys are:

Arthur G. Kidman	\$400.00
Andrew B. Gagen	\$300.00
Eddy R. Beltran	\$300.00

Hourly rates are reviewed and, when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. Such increases are ordinarily made on an annual basis, effective as of the beginning of each calendar year, though increases may occur at other times. Kidman will hold its rates for the Client through fiscal 2013-2014.

4. Costs and Other Charges. Kidman will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law

**ATTORNEY/CLIENT  
PROFESSIONAL SERVICES AGREEMENT**

or assessed by public agencies, long distance telephone calls, fax, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying (charged at 25 cents per page) and other reproduction costs, clerical staff overtime, computer assisted research fees, travel costs beyond the metropolitan Los Angeles area (including lodging, meals and incidentals) if deemed necessary and other similar items. In addition, deposition reporter fees and transcript fees and filing fees will be charged as incurred.

5. Statements. Kidman shall send Client statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the hours worked, the billable rates charged, and a description of the work performed. Statements shall be submitted in Client's name and mailed to Client's General Counsel:

Jeffrey G. Scott  
Law Offices of Jeffrey G. Scott  
16935 West Bernardo Drive, Suite 170  
San Diego, CA 92127

Client shall notify Kidman in writing if Client disputes any entry for legal services or costs on any Statement. If Client fails to do so within thirty (30) days of the date of the Statement, all such entries shall be acknowledged as correct as between Kidman and Client. Client shall have the right to request a current bill at any time covering Kidman's fees and costs to date and Kidman shall provide such a bill within ten (10) days of the request.

6. Disclaimer of Guarantee. Kidman made no representations, promises or guarantees to Client regarding the outcome of Client's matter. Kidman's comments about the outcome of Client's matter at any time during the performance of services are merely expressions of opinion.

Furthermore, Kidman cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter. Attorneys' fees, appearance fees and other costs and expenses, including filing fees, are not recoverable in eminent domain actions by a public agency.

7. Discharge and Withdrawal. Client may discharge Kidman at any time. Kidman may withdraw from Client's representation at any time, to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to Client. In the event of such discharge or withdrawal, Client shall pay Kidman's fees and costs in accordance with this Agreement for all work done (and costs incurred) through the termination of Kidman's representation of Client.

8. Future Work for Other Clients. It is understood and agreed that Kidman's representation of Client in this matter is for the specific purpose set forth in this Agreement, and Client agrees that Kidman may represent parties in the future on matters that may be adverse to Client, but subject to Client's approval if and as required by law.

**ATTORNEY/CLIENT  
PROFESSIONAL SERVICES AGREEMENT**

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9. Serving as Witnesses. If Kidman personnel are required to be witnesses or requested by Client to be witnesses in a future matter relating to Kidman's work or activities for Client on this matter, Client shall pay Kidman for the time and costs it expends in accordance with the provisions of this Agreement.

10. Delivery of Files. Upon conclusion of Kidman's work on the matter, Kidman shall deliver to Client all files relating to the matter.

11. Malpractice Insurance. Kidman carries malpractice insurance above limits specified in Business & Professions Code Sections 6147(a)(6) and 6148(a)(4).

12. No Waivers. A waiver by either party of a breach of any of the conditions, terms or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

13. Integration. This Agreement constitutes the entire Agreement between Kidman and Client with respect to this matter.

14. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this Agreement or to resolve a dispute under this Agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

Dated: \_\_\_\_\_, 2013

KIDMAN LAW LLP

By: \_\_\_\_\_  
Arthur G. Kidman

We have read and understood the foregoing terms and agree to them.

Dated: \_\_\_\_\_, 2013

YUIMA MUNICIPAL WATER DISTRICT

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

APPROVED AS TO FORM:

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

ATTEST:

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

**ATTORNEY/CLIENT  
PROFESSIONAL SERVICES AGREEMENT**