

MINUTES OF THE ADJOURNED MEETING OF THE  
BOARD OF DIRECTORS OF  
VISTA IRRIGATION DISTRICT

November 17, 2021

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, November 17, 2021, at the offices of the District, 1391 Engineer Street, Vista, California.

**1. CALL TO ORDER**

In President Sanchez's absence, First Vice President Miller called the meeting to order at 9:00 a.m.

**2. ROLL CALL**

Directors present: Miller, Vásquez, and Dorey; Director MacKenzie was present via teleconference from 1578 Palomar Drive, San Marcos, CA.

Directors absent: Sanchez.

Staff present: Brett Hodgkiss, General Manager; Lisa Soto, Secretary of the Board; Don Smith, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Marlene Kelleher, Director of Administration; Shallako Goodrick, Finance Supervisor; Greg Keppler, Engineering Project Manager; Robert Scholl, Engineering Services Manager; and Mark Saltz, Water Resources Specialist.

Other attendees: Member of the public, Dan Frame, was present for Consent Calendar, Item 6.B.1.

**3. PLEDGE OF ALLEGIANCE**

Director Dorey led the pledge of allegiance.

**4. APPROVAL OF AGENDA**

General Manager Brett Hodgkiss requested that agenda Item 18 be removed from the day's agenda.

21-11-124	<i>Upon motion by Director Vásquez, seconded by Director Dorey and unanimously carried (4 ayes: Miller, Vásquez, Dorey, and MacKenzie; 1 absent: Sanchez), the Board of Directors approved the revised agenda which excluded agenda Item 18.</i>
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**5. ORAL COMMUNICATIONS**

No public comments were presented on items not appearing on the agenda.

**6. CONSENT CALENDAR**

21-11-125	<i>Upon motion by Director Dorey, seconded by Director Vásquez and unanimously carried (4 ayes: Miller, Vásquez, Dorey, and MacKenzie; 1 absent: Sanchez), the Board of Directors approved the Consent Calendar, including Resolution No. 21-42 approving disbursements.</i>
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A. Waterline project approvals

See staff report attached hereto.

1. Staff recommended and the Board approved the waterline project for a 15-lot single-family residential development known as 1217 Nordahl Road, consisting of approx. 3.8 acres owned by Sahar Naeemi Noroleh, located at 1217 Nordahl Road within an unincorporated area between the City of Escondido and City of San Marcos (LN 2015-009; APN 226-290-01; DIV NO 5).
2. Staff recommended and the Board approved the waterline project for a multi-family development known as Green Oak Villas, consisting of 107 townhomes on approximately 8.0 gross acres owned by Beazer Homes Holdings, LLC, located at the northeast corner of Sycamore Avenue and Green Oak Road within the City of Vista (LN 2020-017; APN 217-210-38, 39, 73, 74; DIV 5).

B. Grants of Right of Way

See staff report attached hereto.

1. Staff recommended and the Board accepted Grant of Right of Way (F38) for a specific easement over a single-family residential lot consisting of approximately 0.84 gross acres, owned by Dan Frame, located at 1017 La Rueda Road, Vista (LN 2021-036; APN 181-210-10; DIV NO 5).
2. Staff recommended and the Board accepted Grant of Right of Way (K63) for a specific easement over a 187-lot single-family residential development known as San Marcos Highlands, consisting of approximately 289 gross acres owned by KB Home California LLC, a Delaware limited liability company, located at the northern end of Las Posas Road, San Marcos (LN 2017-018; I-3090; APNs 182-110-02, -03; 182-111-01; 184-101-35; 184-240-13, -14, -15, -33, -35, -36; 184-241-06, -07, -08 and -09; DIV 5).

C. Quitclaim Deed and Bill of Sale

See staff report attached hereto. Staff recommended and the Board approved Quitclaim Deed and Bill of Sale (688) quitclaiming a portion of an abandoned 18-inch steel water main within a residential property consisting of approximately 0.82 gross acres owned by ZN Investments, LLC, located at 2754 Foothill Drive, Vista (LN 2021-032; APN 181-200-25; DIV NO 5).

D. Materials for mainline replacement

See staff report attached hereto. Staff recommended and the Board approved the purchase of pipeline materials from Ferguson Waterworks for mainline replacement on Mira Sol Drive in the amount of \$74,610.25.

E. Minutes of Board of Directors meeting on November 3, 2021

The minutes of November 3, 2021 were approved as presented.

F. Resolution ratifying check disbursements

**RESOLUTION NO. 21-42**

**BE IT RESOLVED**, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 68020 through 68119 drawn on Union Bank totaling \$673,107.21.

**FURTHER RESOLVED** that the Board of Directors does hereby authorize the execution of the checks by the appropriate officers of the District.

**PASSED AND ADOPTED** unanimously by a roll call vote of the Board of Directors of Vista Irrigation District this 17<sup>th</sup> day of November 2021.

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**7. TRANSFER OF CERTAIN LOCAL WATER FACILITIES AND RIGHTS-OF-WAY TO CITY OF ESCONDIDO**

See staff report attached hereto.

Director of Water Resources Don Smith said that, as part of the requirements set forth in the District’s settlement with the San Luis Rey Indian Bands and City of Escondido (Escondido), staff recommends the execution of documents transferring various facilities and rights-of-way to Escondido. The documents include an Assignments and Assumption Agreement, Bill of Sale, Quitclaim Deed, and Second Amendment to Water Filtration Plant Joint Powers Agreement between Escondido and the District. He added that the District would continue to reimburse Escondido for half of the cost of operating, maintaining, repairing and replacing these facilities.

Mr. Smith said that staff has worked with the District’s legal counsel as well as Escondido staff and legal counsel to assure that all of the appropriate instruments were used to transfer the facilities. He said that all of the facilities are for raw water only, and while some are still in use, many have been abandoned. Mr. Smith added that by transferring the facilities the District will be turning over all raw water facilities from Lake Wohlford to the Escondido-Vista Treatment Plant (EVWTP) to Escondido to own, operate, maintain and replace. He stated that the District would still own 20 percent of the EVWTP.

It was noted that many of the facilities transferred had been substantially or completely depreciated and that the transfer of assets with remaining book value would not affect the District’s cash flow or rate model.

21-11-126 *Upon motion by Director Vásquez, seconded by Director Dorey and unanimously carried (4 ayes: Miller, Vásquez, Dorey, and MacKenzie; 1 absent: Sanchez), the Board of Directors authorized the General Manager to execute the Assignments and Assumption Agreement, Bill of Sale, Quitclaim Deed and Second Amendment to Water Filtration Plant Joint Powers Agreement between the City of Escondido and Vista Irrigation District transferring various facilities and rights-of-way to the City of Escondido.*

**8. DEODAR RESERVOIR REHABILITATION DESIGN**

See staff report attached hereto.

Director of Engineering Randy Whitmann stated that, along with Edgehill (E) Reservoir Replacement and Pump Station project, rehabilitation of the Deodar Reservoir is a high priority project for the District based on inspection findings and documented deficiencies as well as the operational flexibility it provides. He said that Murraysmith performed the seismic and structural analysis on Deodar Reservoir, and staff believes Murraysmith has a unique understanding of the reservoir’s deficiencies and rehabilitation

requirements; therefore, staff is proposing to retain Murraysmith on a sole source basis to perform the design of the rehabilitation project. Mr. Whitmann reviewed the reservoir's condition and the rehabilitation work that would be performed. He stated that, as part of the structural analysis, Murraysmith compared the cost of rehabilitation versus replacement, and replacement would cost significantly more. Mr. Whitmann added that the proposed project should extend the life of the reservoir by 50 years.

Mr. Whitmann stated that if approved, the Deodar Reservoir Rehabilitation project design would be completed by the third quarter of 2022; construction would likely be underway in early 2023 and completed by the end of 2023, coinciding with the completion of the Edgehill (E) Reservoir Replacement and Pump Station project.

21-11-127 *Upon motion by Director Vásquez, seconded by Director Dorey and unanimously carried (4 ayes: Miller, Vásquez, Dorey, and MacKenzie; 1 absent: Sanchez), the Board of Directors authorized the General Manager to enter into an Agreement for Professional Services with Murraysmith for the design of the Deodar Reservoir Rehabilitation project in an amount not-to-exceed \$256,323.*

## 9. SAN DIEGO COUNTY WATER AUTHORITY REBATE FROM METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RATE CASE LITIGATION

See staff report attached hereto.

Mr. Hodgkiss stated that the San Diego County Water Authority (Water Authority) recently received a payment in the amount of \$35.9 million from the Metropolitan Water District of Southern California (Metropolitan) as result of rate case litigation (2015-2017) between the Water Authority and Metropolitan. In October 2021, the Water Authority's Board of Directors announced a plan to distribute the \$35.9 million payment to its 24 member agencies on a pro-rata basis; Vista Irrigation District's share of the disbursement is \$1,227,643.

Mr. Hodgkiss said that staff's recommendation is to use the District's share of the rebate in the same manner as the first rebate received in March 2021, offsetting the financial impact of rate increases from the Water Authority over the next five years. He noted that, with the previous rebate, this methodology reduced the Water Authority pass-through by four cents per billing unit. If this rebate is applied in a similar manner, the Water Authority's pass-through would be reduced by a total of eight cents per billing unit. Mr. Hodgkiss added that this methodology was based on legal counsel's advice at the time the first rebate was received from the Water Authority.

21-11-128 *Upon motion by Director MacKenzie, seconded by Director Dorey and unanimously carried (4 ayes: Miller, Vásquez, Dorey, and MacKenzie; 1 absent: Sanchez), the Board of Directors approved the use of rebate in the amount of \$1,227,643 to offset the financial impact of San Diego County Water Authority rate increases over the next five years.*

## 10. TREASURER'S REPORT AS OF SEPTEMBER 30, 2021

See staff report attached hereto.

Ms. Kelleher presented the Treasurer's Report as of September 30, 2021. She stated that the methodology used to create the Cash Flow Projection graph had been revised to show cash flow excluding funds held to pay the San Luis Rey Indian Water Authority for Surplus Supplemental Water and to be used to offset Water Authority rate increases over the next five years. Ms. Kelleher further noted that the Cash

Flow Projection graph has been updated to show both the Emergency and Working Capital reserves funds, which are currently at \$10 million each.

The Board thanked Ms. Kelleher for the report.

#### **11. EXCELLENCE IN FINANCIAL REPORTING AWARD**

See staff report attached hereto.

Ms. Kelleher stated that, for the fourteenth year in a row, the District has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for its Comprehensive Annual Financial Report for Fiscal Year 2020. She said that GFOA is a professional association, which promotes the professional management of governments; each year, GFOA recognizes governmental agencies for achieving the highest standards in governmental accounting and reporting. Ms. Kelleher commented that the District's history of receiving this award year after year could be beneficial if the District needed seek financing to pay for a project in the future.

The Board and Mr. Hodgkiss thanked Ms. Kelleher and the Finance staff for their good work. Ms. Kelleher thanked her staff, including Finance Supervisor Shallako Goodrick, for helping the District achieve this award.

#### **12. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY**

See staff report attached hereto.

Director Miller reported that he was sworn in as a Water Authority delegate to Metropolitan and that he had met with the new Metropolitan General Manager Adel Hagekhalil, who seemed very positive and ready to work towards rebuilding a collegial relationship between Metropolitan and the Water Authority.

Director Miller reported that the detachment of Rainbow Municipal Water District (Rainbow) and Fallbrook Public Utilities District (Fallbrook) from the Water Authority is proceeding, and the matter is now under consideration by the San Diego Local Agency Formation Commission (LAFCO).

#### **13. MEETINGS AND EVENTS**

See staff report attached hereto.

Director MacKenzie reported on her attendance at a meeting of the Special District Leadership Foundation (SDLF) Board of Directors where SDLF adopted its 2022 Budget. The SDLF Board also discussed changes to its bylaws in order to redefine the composition of the Board of Directors, which has changed over the years from its original makeup. The meeting also included the election of officers; Director MacKenzie reported that she was elected Vice President of SDLF.

Director MacKenzie stated that she would have to depart the Board meeting at this time, and she wished everyone a happy Thanksgiving. Director MacKenzie left the meeting.

Director Vásquez stated that he and Director MacKenzie met the previous day as the Public Affairs Committee to discuss the District's Scholarship Program and 2021 Annual Report and Spring/Summer Newsletter. He stated that they came up with a new essay question for the Scholarship Program.

**14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES**

See staff report attached hereto.

Director Miller mentioned that the Board would be due for Ethics training in about five months. Mr. Hodgkiss stated that he would arrange for the Board (and staff) to receive Ethics training to comply with legal requirements.

**15. COMMENTS BY DIRECTORS**

Director Vásquez commented on Governor Newsom’s request for statewide conservation. He also commented on President Biden’s infrastructure bill, which set aside \$350 million for California water projects.

**16. COMMENTS BY GENERAL COUNSEL**

General Counsel was not present.

**17. COMMENTS BY GENERAL MANAGER**

Mr. Hodgkiss informed the Board that the District’s Annual Employee Appreciation Event would be held on Tuesday, December 7, 2021, at noon in the garage bays.

Mr. Hodgkiss reported the water level at Lake Henshaw was at 4,400 acre feet. Director Miller requested that staff continue to keep the San Luis Rey Indian Bands informed about the status of the Harmful Algal Bloom in the Lake Henshaw and about plans to mitigate the problem.

Director Miller commented that he spoke with the General Manager of Rincon del Diablo Municipal Water District (Rincon) who expressed that his agency would be willing to participate financially in the Vista Flume Replacement project. Mr. Whitmann responded that the District received a letter from Rincon during the Water Supply Planning Study indicating that the existing Flume provides valuable water supply redundancy to the Rincon (via an intertie) during Water Authority aqueduct shutdowns.

**18. CLOSED SESSION: LABOR NEGOTIATIONS**


This item was removed from the day’s agenda.

**19. ADJOURNMENT**

There being no further business to come before the Board, at 10:15 a.m., First Vice President Miller adjourned the meeting.

  
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Patrick Sanchez, President

ATTEST:

  
\_\_\_\_\_  
Lisa R. Soto, Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT



## STAFF REPORT

Agenda Item: 6.A.1

Board Meeting Date:	November 17, 2021
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: WATERLINE PROJECT APPROVAL

RECOMMENDATION: Approve this waterline project for a 15-lot single-family residential development known as 1217 Nordahl Road, consisting of approximately 3.8 acres owned by Sahar Naeemi Noroleh, located at 1217 Nordahl Road within an unincorporated area between the City of Escondido and City of San Marcos (LN 2015-009; APN 226-290-01; DIV NO 5).

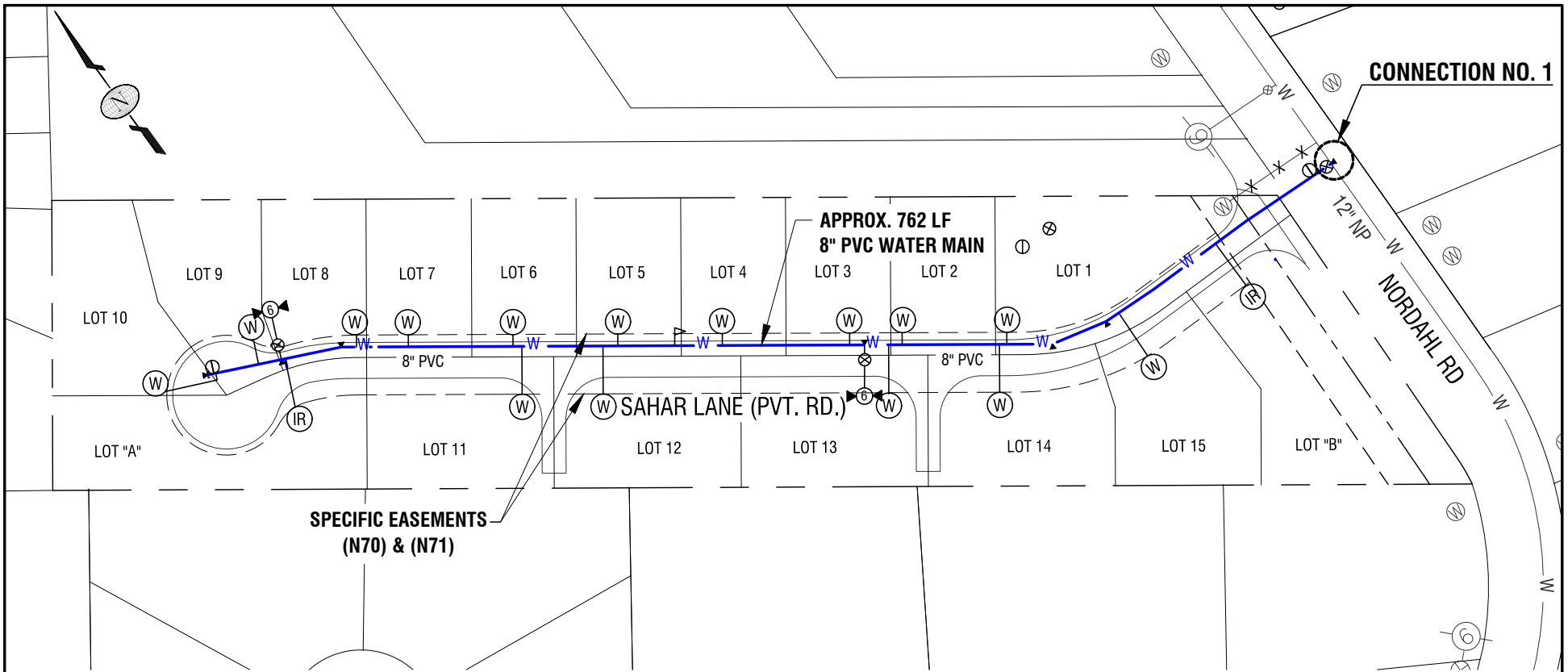
PRIOR BOARD ACTION: On September 16, 2020, the Board postponed consideration of a detachment and temporary water service exchange agreement with the Vallecitos Water District (Vallecitos) for the Nordahl Road subdivision until it received an update on the terms and conditions of the existing exchange and temporary service agreements. On November 4, 2020, the Board decided not to reorganize and to notify Vallecitos that the District intended to serve the project instead of entering into an exchange agreement with Vallecitos. On November 3, 2021, the Board accepted Grant of Right of Way (N70) and (N71) for the installation of water facilities within the development.

FISCAL IMPACT: None.

SUMMARY: On November 4, 2021, the District signed the improvement plans for this waterline project; approval of this project will allow the General Manager to execute a construction agreement with the developer.

DETAILED REPORT: Under District inspection, the owner's contractor will install approximately 762 feet of 8-inch waterline, one 8-inch gate valve, fifteen 1-inch domestic meters, two 3/4-inch irrigation meters, two 6-inch fire services, two 2-inch blow-offs, one 2-inch air vent and make connections as approved on the plans. The owner will submit applications and pay the necessary fees to the District for the water meters. Approval of this waterline project will allow the owner to proceed with the development of the project.

ATTACHMENT: Map



**SPECIFIC EASEMENTS  
(N70) & (N71)**

**APPROX. 762 LF  
8" PVC WATER MAIN**

**CONNECTION NO. 1**

**LEGEND**

**EXISTING**

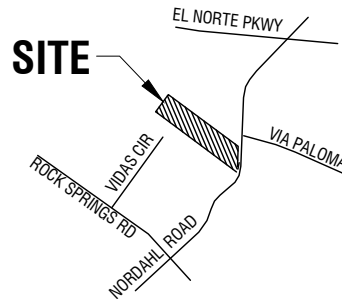
- W — WATER MAIN
- (6) — FIRE HYDRANT
- x - x - (W) SEWER EXIST. SERVICE LATERAL

**PROPOSED PUBLIC**

- W — 8" PVC (DR14) WATER
- (W) — WATER LATERAL
- (6) — 6" FIRE HYDRANT
- ⊕ BLOW OFF
- ⌋ AIR VENT
- ⊗ VALVE

**OWNER:**  
SAHAR NAEEMI  
12003 COTORRO WAY  
SAN DIEGO, CA 92128

**ENGINEER:**  
SWEETWATER ENGINEERING  
8070 RANCHO FANITA DR REDLANDS  
SANTEE, CA 92071



**VICINITY MAP**

NTS

**VISTA IRRIGATION DISTRICT**

**1217 NORDAHL ROAD**

APN 226-290-01	T.B. 1109-E6
SCALE: NONE	LN 2015-009
APPD. BY: RS	DATE: 11/04/21
DRAWN BY: JS	DATE: 10/27/21
SHEET 1 of 1	MAP: S24
REVISED: 11/8/21 Paul Dupree	W.O.





## STAFF REPORT

Agenda Item: 6.A.2

Board Meeting Date:	November 17, 2021
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: WATERLINE PROJECT APPROVAL

RECOMMENDATION: Approve this waterline project for a multi-family development known as Green Oak Villas, consisting of 107 townhomes on approximately 8.0 gross acres owned by Beazer Homes Holdings, LLC, located at the northeast corner of Sycamore Avenue and Green Oak Road within the City of Vista (LN 2020-017; APN 217-210-38, 39, 73, 74; DIV 5).

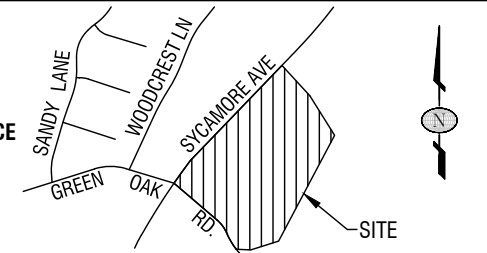
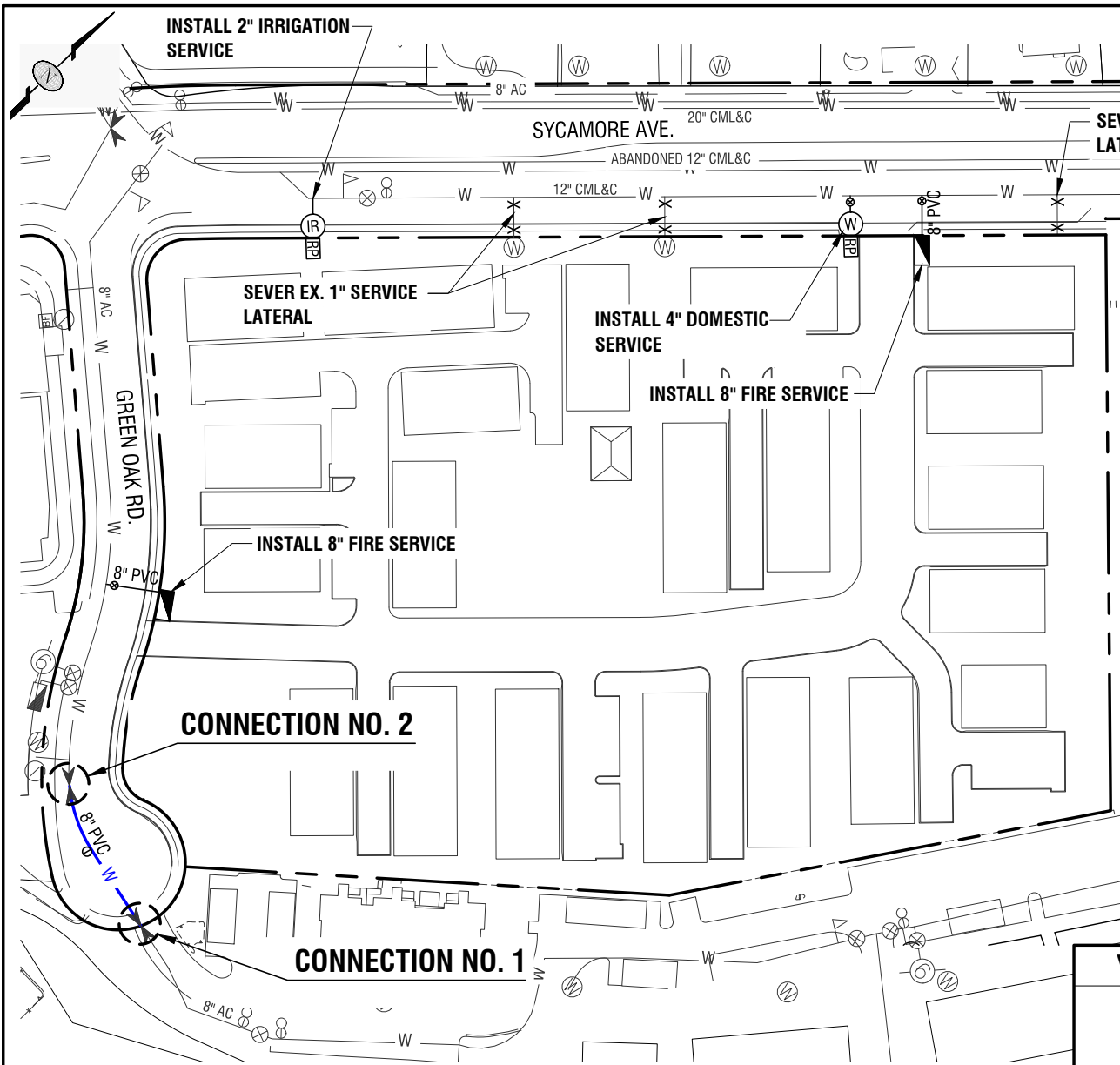
PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: On October 7, 2021, the District signed the improvement plans for this waterline project; approval of this project will allow the General Manager to execute a construction contract with the developer.

DETAILED REPORT: Under District inspection, the owner's contractor will install approximately 103 feet of 8-inch waterline, one 4-inch domestic service, one 2-inch irrigation service, two 8-inch fire services, one 2-inch blow-off and make connections as approved on the plans. The new water facilities will be located within the public right of way of Sycamore Avenue and Green Oak Road. The owner will submit applications and pay the necessary fees to the District for water meters; approval of this waterline project will allow the owner to proceed with the development of their project.

ATTACHMENT: Map



**VICINITY MAP**

NTS

**LEGEND**

**EXISTING**

- W — WATER MAIN
- ⊗ BLOW OFF
- ▽ AIR VENT
- ⊗ VALVE
- ⊕ (6) FIRE HYDRANT
- X - X - (W) SEWER EXIST. SERVICE LATERAL

**PROPOSED PUBLIC**

- W — PVC (DR14) WATER
- ⊗ VALVE
- (W) WATER LATERAL
- (IR) IRRIGATION LATERAL
- ⊕ BLOWOFF

**PROPOSED PRIVATE**

- ▨ PRIVATE RPDA
- RP PRIVATE RP

<b>VISTA IRRIGATION DISTRICT</b>		
<b>GREEN OAK VILLAS</b>		
SYCAMORE AVE. AND GREEN OAK RD.		
APN 217-210-38, 39, 74		T.B.
SCALE: NONE		L.N. 2020-017
APPD. BY RS	DATE 11/04/21	W.O.
DRAWN BY JS	DATE 11/01/21	
SHEET 1 of 1	MAP H21	
REVISED: 11/1/21 Jose Sanchez		

**OWNER:**  
 BEAZER HOMES HOLDINGS, LLC  
 310 COMMERCE, SUITE 150  
 IRVINE, CA 92602  
 760-419-5432  
 CONTACT: SUZANNE CHARNLEY

**ENGINEER:**  
 LATITUDE 33 PLANNING & ENGINEERING  
 9968 HIBERT STREET 2ND FLOOR  
 SAN DIEGO, CA 92131  
 858-751-0633



## STAFF REPORT

Agenda Item: 6.B.1

Board Meeting Date:	November 17, 2021
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: GRANT OF RIGHT OF WAY

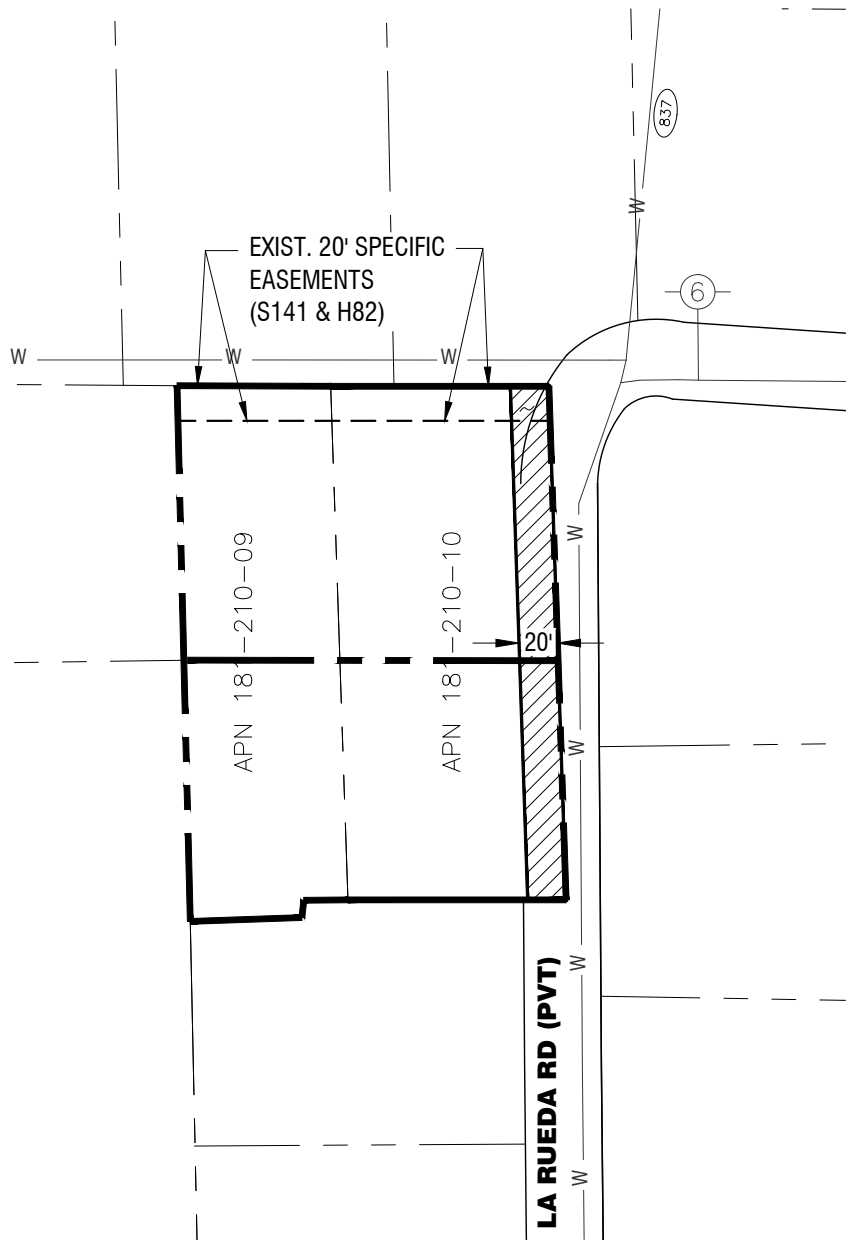
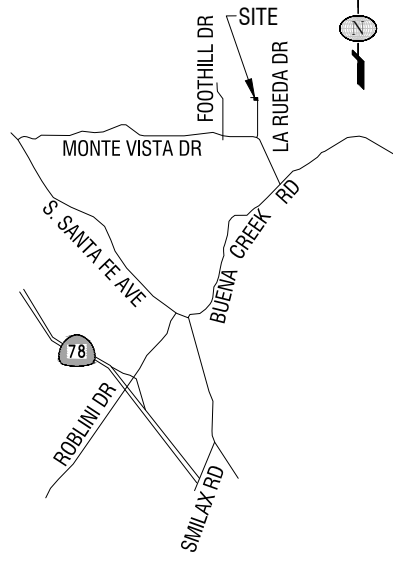
RECOMMENDATION: Accept Grant of Right of Way (F38) for a specific easement over a single-family residential lot consisting of approximately 0.84 gross acres, owned by Dan Frame, located at 1017 La Rueda Road, Vista (LN 2021-036; APN 181-210-10; DIV NO 5).

PRIOR BOARD ACTION: On July 7, 1999, the Board accepted Grant of Right of Way (S141) and (H82).

FISCAL IMPACT: None.

SUMMARY: Dan Frame is in the process of completing a boundary adjustment with the County of San Diego to revise the property lines for APNs 181-210-09 and 181-210-10 and develop two single-family residences. Acceptance of Grant of Right of Way (F38) via easement document will allow the District to secure a dedicated 20-foot wide specific easement along La Rueda Road for the installation of future water facilities.

ATTACHMENT: Map



**LEGEND**

- EXISTING**
- W WATER MAIN
  - FIRE HYDRANT
- PROPOSED**
- PROPOSED 20' SPECIFIC EASEMENT TO VISTA IRRIGATION DISTRICT (F38)

OWNER:  
 DAN FRAME  
 P.O. BOX 114  
 VISTA, CA 92085-0114

ENGINEER:  
 DRESSELHAUS SURVEYING  
 31034 VALLEY CENTER RD.  
 VALLEY CENTER, CA 92082  
 (760) 212-0197  
 DONALDDRESSELHOUS@ATT.NET

<b>VISTA IRRIGATION DISTRICT</b>	
<b>GRANT OF RIGHT OF WAY</b>	
<b>(F38)</b>	
APN: 181-210-10	T.B. 1088 D7
SCALE: NONE	L.N. 2021-036
APPD. BY: RS	DATE: 11/04/2021
DRAWN BY: PD	DATE: 11/04/2021
SHEET 1 of 1	MAP: J15
REVISED: 11/8/21 Jeanette Bradshaw	
PATH: Z:\Engineering\JOBS\LN-Jobs\LN2021\LN 2021-036 La Rueda\Grant of Right of Way\Map - La Rueda-jb.dwg	



## STAFF REPORT

Agenda Item: 6.B.2

Board Meeting Date:	November 17, 2021
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: GRANT OF RIGHT OF WAY

RECOMMENDATION: Accept Grant of Right of Way (K63) for a specific easement over a 187-lot single-family residential development known as San Marcos Highlands, consisting of approximately 289 gross acres owned by KB Home California LLC, a Delaware limited liability company, located at the northern end of Las Posas Road, San Marcos (LN 2017-018; I-3090; APNs 182-110-02, -03; 182-111-01; 184-101-35; 184-240-13, -14, -15, -33, -35, -36; 184-241-06, -07, -08 and -09; DIV 5).

PRIOR BOARD ACTION: On September 16, 2020, the Board accepted Grant of Right of Way (V102) for relocated water facilities within the development, and on March 3, 2021, consented to the Grant of Right of Way to Vallecitos Water District over a portion of Specific Easement (V102). On April 7, 2021, the Board acknowledged existing easements via City of San Marcos TSM 13-001-1. On May 18, 2021, the Board approved the waterline project.

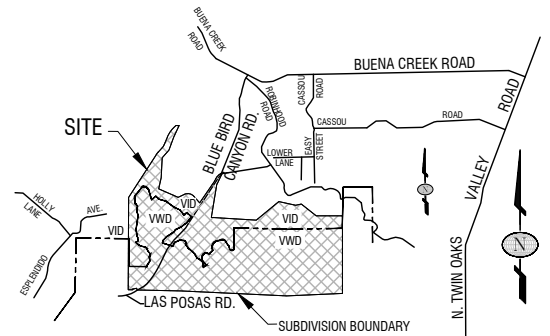
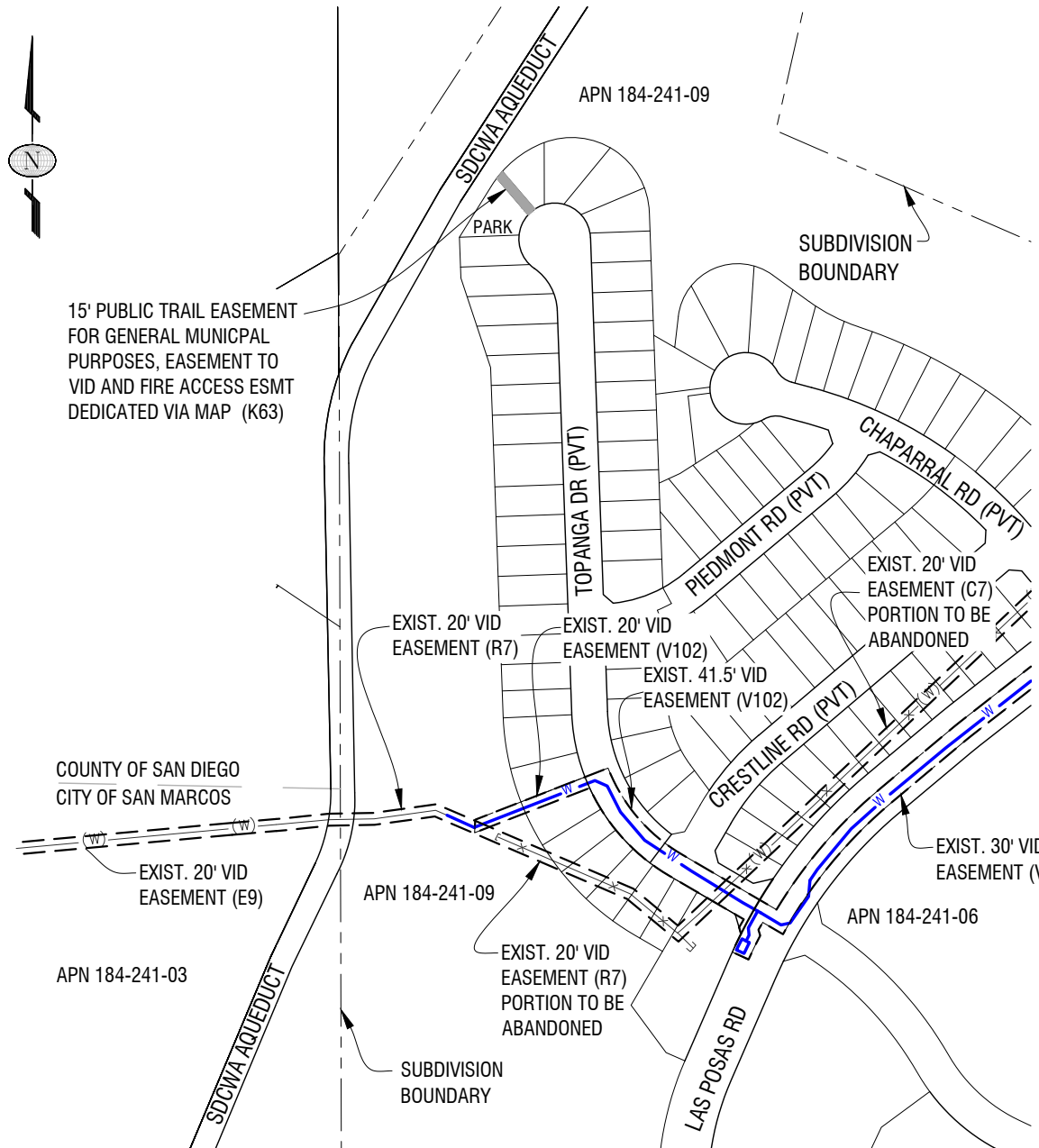
FISCAL IMPACT: None.

SUMMARY: KB Home California LLC is in the process of developing 187 single-family residential lots on approximately 289 gross acres located at the northern end of Las Posas Road. Vallecitos Water District will provide water service to the project, and the District's existing 14-inch water main within the development will be relocated into public right of way. Acceptance of Grant of Right of Way (K63) via City of San Marcos TSM 13-001-2 will provide the District with an additional access point into the development.

ATTACHMENT: Map



15' PUBLIC TRAIL EASEMENT FOR GENERAL MUNICIPAL PURPOSES, EASEMENT TO VID AND FIRE ACCESS ESMT DEDICATED VIA MAP (K63)



**VICINITY MAP**  
NTS

**LEGEND**

- |  |     |                 |  |
|--|-----|-----------------|--|
|  | (W) | <b>EXISTING</b> | 14" VID WATER MAIN   |
|  | W   | <b>PROPOSED</b> | 14" VID WATER MAIN   |
|  |     |                 | VID/ VWD INTERTIE  |
|  |     |                 | 15' GRANT OF RIGHT OF WAY TO VISTA IRRIGATION DISTRICT (K63) |

**VISTA IRRIGATION DISTRICT**  
**SAN MARCOS HIGHLANDS**

APN 184-241-09		T.B. 1108 D3
SCALE: NONE		L.N. 2017-018
APPD. BY RS	DATE 11/8/2021	W.O.
DRAWN BY JB	DATE 11/8/2021	
SHEET 1 of 1	MAP K19	<b>I-3090</b>
REVISED: 11/8/21 Jeanette Bradshaw		

**DEVELOPER:**  
KB HOME  
9915 MIRA MESA BLVD, STE 100  
SAN DIEGO, CA 92131  
CONTACT: JESSE KLEIST

**ENGINEER:**  
EXCEL ENGINEERING  
440 STATE PLACE  
ESCONDIDO, CA 92029  
760-745-8118

Z:\Engineering\JOBS\Jobs\I3090\_San Marcos Highlands\LN2017-018 San Marcos Highlands\LN2017-018 SMH Map.DWG



## STAFF REPORT

Agenda Item: 6.C

Board Meeting Date:	November 17, 2021
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: QUITCLAIM DEED AND BILL OF SALE

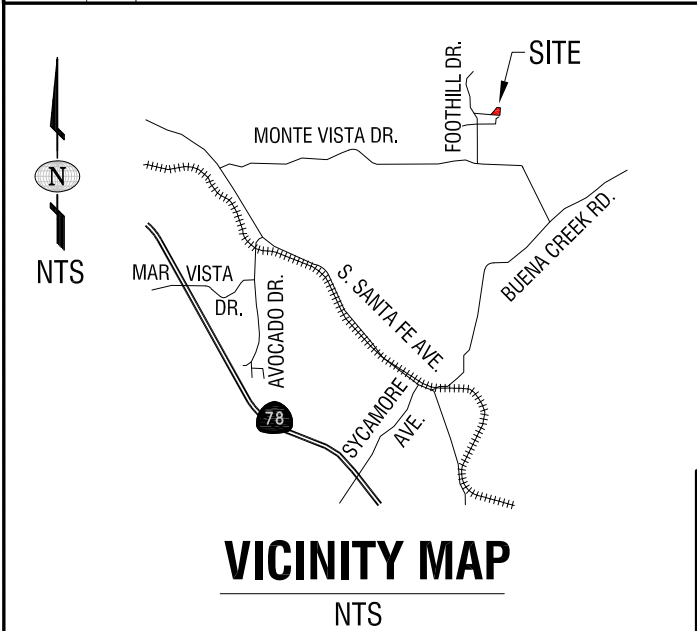
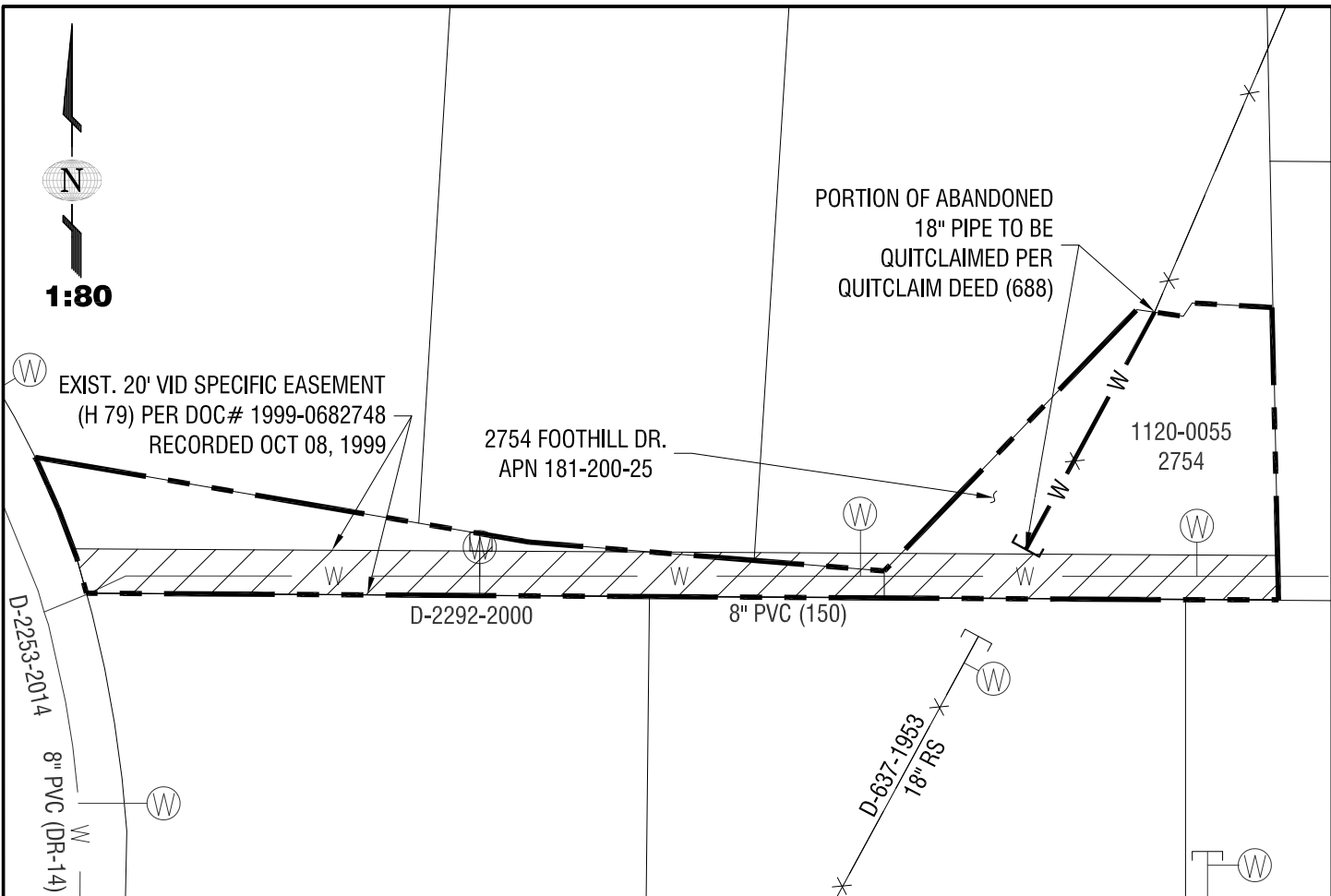
RECOMMENDATION: Approve Quitclaim Deed and Bill of Sale (688) quitclaiming a portion of an abandoned 18-inch steel water main within a residential property consisting of approximately 0.82 gross acres owned by ZN Investments, LLC, located at 2754 Foothill Drive, Vista (LN 2021-032; APN 181-200-25; DIV NO 5).

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: The owner, ZN Investments, LLC, is in the process of redeveloping an existing single-family dwelling located at 2754 Foothill Drive in Vista (APN 181-200-25). A portion of an existing 18-inch steel water main, abandoned by the District in 2002, is located on the property. Approval of the Quitclaim Deed and Bill of Sale will transfer ownership of the abandoned water main to the property owner and allow them to proceed with the development of the project.

ATTACHMENT: Map



**LEGEND**

- W - X - PORTION OF ABANDONED STEEL PIPE TO BE QUITCLAIMED PER QUITCLAIM DEED (688)
- [Hatched Box] EXIST. 20' VID SPECIFIC EASEMENT (H 79) PER DOC# 1999-0682748 RECORDED OCT 08, 1999
- W — EXISTING WATER LINE
- X — ABANDONED WATER LINE

<b>VISTA IRRIGATION DISTRICT</b>		
<b>QUITCLAIM DEED &amp; BILL OF SALE (688)</b>		
<b>2754 FOOTHILL DR.</b>		
APN: 181-200-25	T.B. 1088-C7	
SCALE: 1" = 80'	L.N. 2021-032	
APPD. BY: RS	DATE 10/14/21	W.O.
DRAWN BY: PD	DATE 10/14/21	
SHEET 1 OF 1	MAP J15	
REVISED 11/8/21 Paul Dupree		
I:\Eng_Staff_Reports(rs)\QC688 (LN 2021-032) 2754 Foothill Dr. (pd)		

**OWNERS:**  
 ZN INVESTMENTS, LLC  
 2754 FOOTHILL DR.  
 VISTA, CA 92084





## STAFF REPORT

Agenda Item: 6.D

**Board Meeting Date:** November 17, 2021  
**Prepared By:** Frank Wolinski  
**Approved By:** Brett Hodgkiss

SUBJECT: MATERIALS FOR MAINLINE REPLACEMENT

RECOMMENDATION: Approve the purchase of pipeline materials from Ferguson Waterworks for mainline replacement on Mira Sol Drive in the amount of \$74,610.25.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: \$74,610.25 including tax and freight.

SUMMARY: The District solicited bids from three vendors: Core & Main, Ferguson Waterworks and Pacific Pipeline Supply. Ferguson Waterworks and Pacific Pipeline Supply's bids were responsive to District specifications; Core & Main's bid was submitted after the specified deadline. Ferguson Waterworks submitted the lowest bid.

DETAILED REPORT: This mainline project will replace approximately 1,150 feet of 4-inch steel pipe and 930 feet of 2.5-inch PVC pipe in Mira Sol Drive installed between 1955 and 1977. Staff recommends the replacement of this main as it will eliminate a priority segment of steel pipe and enhance fire flow capabilities in this area.

Materials being purchased for this project include 4-inch and 8-inch PVC pipe and various fittings.

Bid Results:	Ferguson Waterworks	\$74,610.25
	Pacific Pipeline Supply	\$83,350.88



# Cash Disbursement Report

Payment Dates 10/21/2021 - 11/3/2021

Payment Number	Payment Date	Vendor	Description	Amount
68020-68022	10/27/2021	Refund Checks 68020 - 68022	Customer Refunds	1,072.68
68023	10/27/2021	Refund Check 68023	Customer Refund	2,628.74
68024	10/27/2021	ACWA/JPIA	Auto/General Liability Insurance 10/01/21-09/30/22	224,002.90
68025	10/27/2021	ACWA/JPIA	Workers Compensation 07/2021 - 09/2021	43,491.71
68026	10/27/2021	Amazon Capital Services	Warning Decals (6)	58.38
	10/27/2021		Aluminum Mesh Material	43.29
	10/27/2021		Fencing Pliers	34.04
	10/27/2021		Bulkhead Fittings (4)	111.46
68027	10/27/2021	Asbury Environmental Services	Used Oil Disposal	95.00
68028	10/27/2021	ASCE	Membership Renewal 2022	295.00
68029	10/27/2021	Brown and Caldwell	Flume Replacement Alignment Study 08/2021	30,187.75
68030	10/27/2021	California Special Districts Association	Membership Dues 2022	8,195.00
68031	10/27/2021	Canon Solutions America, Inc	Canon Services & Supplies	19.92
68032	10/27/2021	CDW Government Inc	Forticare Support - Router	598.00
68033	10/27/2021	City Of Escondido	Escondido Canal Operating Cost 07/2021 - 09/2021	93,434.36
	10/27/2021		San Pasqual Underground Project 07/2021 - 09/2021	8,251.25
	10/27/2021		Bear Valley Reconciliation 07/2021 - 09/2021	6,632.74
68034	10/27/2021	Coastal Chlorination & Backflow	Chlorination of Main Line - Mason Rd	421.00
68035	10/27/2021	Core & Main	Fire Hydrant LB400 Check Valve (10)	17,861.25
	10/27/2021		Sleeve 8"x12" Galvanized Top Sections (50)	584.54
	10/27/2021		Adapter 2" Copper x MIP (24)	467.64
	10/27/2021		Nut Bolt Gasket Kit 6"-8" (6" gskt) 3/4x3 1/4 (40)	411.35
	10/27/2021		Nozzle 1.5" Fire Hose (2)	26.52
	10/27/2021		Tee 2" Copper (1)	24.90
	10/27/2021		Flange 6" SOW 8-hole (6)	198.10
	10/27/2021		Ell 6" DI FL 90 Degree (1)	167.79
	10/27/2021		Flange 8" SOW (3)	142.89
	10/27/2021		Grease No-Oxide 1 gal (2)	82.27
	10/27/2021		Flange 6" SOW 6-hole (8)	303.10
	10/27/2021		Flange 4" SOW (5)	119.08
	10/27/2021		Ell 2" Brass Street 90 Degree (10)	268.46

Payment Number	Payment Date	Vendor	Description	Amount
	10/27/2021		Coupling Meter .75"x1.50" (3)	37.02
	10/27/2021		Nut Bolt Gasket Kit 3" (3" gasket) (2)	9.20
	10/27/2021		DI Spool 6"x1' (1)	183.31
	10/27/2021		DI Spool 6"x2' (1)	216.73
68036	10/27/2021	Corinthian Title Company, Inc	Preliminary Title Report	500.00
68037	10/27/2021	County of San Diego	Permit Fees 09/2021	1,129.00
68038	10/27/2021	Todd Groundwater, Inc.	Warner Wellfield Assessment 09/2021	3,091.25
68039	10/27/2021	Diesel Pollution Solutions Inc	Diagnose/Clean DPF - Truck 30	506.50
68040	10/27/2021	Electrical Sales Inc	Wire	374.89
68041	10/27/2021	Ferguson Waterworks	Pipe 4" PVC DR-14 C900 (620)	4,060.46
	10/27/2021		12" PVC C900 DR14 (Pipe) (1300)	63,354.40
	10/27/2021		Ell 0.75" 90° Brass (4)	16.54
	10/27/2021		5/8" Brass Nuts (50)	108.25
	10/27/2021		Adapter 2" PVC Female Sch 40 (5)	7.79
	10/27/2021		Ell 0.75" / 90° PVC S x S Sch 40 (10)	4.33
	10/27/2021		5/8" x 2.5" Brass Bolts (50)	289.57
	10/27/2021		Bushing 2" x 1" PVC / S x S Sch 40 (5)	8.88
	10/27/2021		8" Transition Rubber Gaskets AC x PVC (20)	340.99
	10/27/2021		Nipple 1" x 6" Brass (2)	19.01
	10/27/2021		3/4" x 1" Meter Bushing (20)	510.29
68042	10/27/2021	Fountain Car Wash	Wash Tokens (600)	540.00
68043	10/27/2021	Glennie's Office Products Inc	Office Supplies	1,040.04
68044	10/27/2021	Grainger	Garden Hose Adapters (18)	89.31
68045	10/27/2021	Hach Company	Ammonia Reagents	146.15
68046	10/27/2021	Hawthorne Machinery Co	Diesel Exhaust Fluid Decals - B24	38.07
68047	10/27/2021	InfoSend Inc	Data Processing/Mailing Service 09/2021	6,412.14
	10/27/2021		Backflow Notices	195.46
	10/27/2021		Support & Storage 09/2021	1,583.18
68048	10/27/2021	Joe's Paving	Asphalt Paving - Borden Bench	6,847.50
68049	10/27/2021	Ken Grody Ford Carlsbad	Tailgate Stop Bumpers (4)	37.72
	10/27/2021		Washer Reservoir - Truck 1	87.28
68050	10/27/2021	Kronick Moskovitz Tiedemann & Girard	Legal 09/2021	5,670.00
68051	10/27/2021	Liebert Cassidy Whitmore	Legal 09/2021	895.00
68052	10/27/2021	Lightning Messenger Express	Messenger Service 10/01/21 & 10/15/21	117.00
68053	10/27/2021	Matt Farrar	Tuition Reimbursement 10/2021	140.00
68054	10/27/2021	Mission Resource Conservation District	Home Water Use Evaluation 09/2021 (1)	75.00

Payment Number	Payment Date	Vendor	Description	Amount
68055	10/27/2021	Moody's	Dump Fee (1)	300.00
	10/27/2021		Dump Fee (1)	300.00
68056	10/27/2021	MRC, Smart Technology Solutions	Managed Print Services	546.59
68057	10/27/2021	NAPA Auto Parts	Belts for Sprayer Pump (2) - Truck 1	32.45
68058	10/27/2021	North County Auto Parts	Vacuum Motor Belt - Truck 1	49.87
	10/27/2021		Spray Wax (4)	43.26
	10/27/2021		Front Brake Parts - Truck 41	82.53
	10/27/2021		Windshield Washer Fluid, Brake Cleaner	60.21
	10/27/2021		Protectant (4)	28.10
68059	10/27/2021	Pacific Pipeline Supply	10" PVC Restrainer, 10"X1" PVC	438.88
68060	10/27/2021	PBM Supply & Mfg Inc	2,500 Gallon Water Tank	1,986.20
68061	10/27/2021	Interstate All Battery Center	Battery for SCADA Solar	90.46
68062	10/27/2021	San Diego Gas & Electric	Electric 10/2021	58.60
	10/27/2021		Electric 09/2021 - Cathodic Protection & T&D	245.67
	10/27/2021		Electric 09/2021 - Reservoirs	214.59
	10/27/2021		Electric 09/2021 - Pump Stations	10,314.30
	10/27/2021		Electric 09/2021 - Plants	102.86
68063	10/27/2021	Southern Counties Lubricants, LLC	Fuel 10/01/21 - 10/15/21	5,759.29
68064	10/27/2021	Tifco Industries	Step-down Electrical Connectors (50)	119.18
68065	10/27/2021	Tilley Crane Inspection Service Co., Inc	Annual Inspection of Cranes/Hoists	2,250.00
68066	10/27/2021	Bend Genetics, LLC	HABs Lab Analysis	925.00
68067	10/27/2021	TS Industrial Supply	Wrenches (2)	111.88
	10/27/2021		Abrasive Mesh Roll 180G (5)	103.65
	10/27/2021		Abrasive Mesh Roll 120G (10)	207.30
	10/27/2021		1/2 Impact Swivels (4)	137.39
68068	10/27/2021	Johnson Controls Security Solutions LLC	Security Monitoring & Maintenance 11/2021-01/2022	2,923.37
68069	10/27/2021	UniFirst Corporation	Uniform Service	351.01
68070	10/27/2021	Verizon Wireless	Cell Phones 09/16/21 - 10/15/21	1,554.79
68071	10/27/2021	Vista Brake & Smog	Tires (4) - VE2	871.52
68072	10/27/2021	Vulcan Materials Company and Affiliates	Cold Mix	2,078.30
68073	11/03/2021	A-1 Irrigation, Inc	Plumbing Supplies	31.19
68074	11/03/2021	ACTenviro	Hazardous Waste Removal	219.65
68075	11/03/2021	Allied Electronics Inc	SCADA Fans (4)	813.04
68076	11/03/2021	Amazon Capital Services	Voltage Warning Decals (4)	38.92
	11/03/2021		Warehouse Supplies	587.70
68077	11/03/2021	American Truckboxes, LLC	SU1 type shelf kits (w/dividers and shelves) (2)	310.00

Payment Number	Payment Date	Vendor	Description	Amount
	11/03/2021		SU1 type shelf kits (w/ divider & shelves) (2)	350.00
	11/03/2021		S-SG4-181860SD (1) - Toolbox	540.00
	11/03/2021		Shipping cost	1,240.00
	11/03/2021		S-TD41-181824-BX4 (2) - Toolboxes	1,530.00
	11/03/2021		S-DU42-282094DT (1) - Toolbox	2,144.00
	11/03/2021		S-DU42-211682DT (1) - Toolbox	1,785.00
68078	11/03/2021	AT&T	Data Service	698.93
	11/03/2021		SIP Trunks	450.85
68079	11/03/2021	Big Apple Bagels	Bagels 09/23/21 - Training	65.37
	11/03/2021		Bagels 10/26/21 - All Hands Mtg, Training	49.37
68080	11/03/2021	Big Drip Plumbing	Meter Tie-backs (4) - Vista Grande	7,050.00
	11/03/2021		Meter Tie-back (1) - Ridge Rd	1,000.00
	11/03/2021		Meter Tie-backs (5) - Osborne St & Vista Way	5,700.00
68081	11/03/2021	CDW Government Inc	Ivanti Patch Management Renewal	568.00
68082	11/03/2021	Cecilia's Safety Service Inc	Traffic Design - W Vista Way	35.00
	11/03/2021		Traffic Design - Thibodo Rd / Chapparral Dr	35.00
	11/03/2021		Traffic Control - E Vista Way / Mason Rd	5,225.00
68083	11/03/2021	Citi Cards	Wheelbarrows (3)	386.45
	11/03/2021		DVR Digital Video Recorder Unit	64.23
	11/03/2021		Kitchen & Restroom Supplies	272.69
	11/03/2021		Kitchen & Restroom Supplies	494.13
	11/03/2021		Microsoft Azure Cloud Service	226.25
	11/03/2021		Microsoft Licenses to One Drive	5.00
	11/03/2021		Microsoft Basic Office 365 Licenses	18.00
	11/03/2021		Microsoft Azure Cloud Service	128.78
	11/03/2021		GFI FaxMaker Online Service	12.75
	11/03/2021		Employment Advertising - Construction Worker	200.00
	11/03/2021		All Hands & Training Refreshments	182.59
	11/03/2021		Southern CA Water Coalition Annual Mtg - P Dorey	250.00
	11/03/2021		Urban Water Conference - J MacKenzie	(133.80)
	11/03/2021		San Diego Union Tribune Digital Subscription	116.00
	11/03/2021		Cloud Based Phone System - COVID-19	75.33
68084	11/03/2021	City of Vista	Permit Fees 09/2021	13,122.83
68085	11/03/2021	Core & Main	1 1/4" Copper Gasket for Flare Copper Connections (50)	129.90
	11/03/2021		Ball Mtr Valve 0.75" FIP x FIP w Brass Handle (2)	140.73
	11/03/2021		Granite Mix (1)	405.95

Payment Number	Payment Date	Vendor	Description	Amount
68086	11/03/2021	CSMFO	CSMFO Conference 02/2022	470.00
	11/03/2021		Membership Renewal 2022	110.00
68087	11/03/2021	Diamond Environmental Services	Portable Restroom Service	126.03
	11/03/2021		Portable Restroom Service	84.39
68088	11/03/2021	DIRECTV	Direct TV Service	102.99
68089	11/03/2021	D & H Water Systems, Inc	Depolox Caps (4)	944.56
68090	11/03/2021	EDCO Waste & Recycling Services Inc	Trash & Recycle 10/2021	250.96
68091	11/03/2021	Ferguson Waterworks	Pipe 10" PVC DR-14 C900 (80)	2,753.88
	11/03/2021		2" PVC Sch 80 Threaded Caps (1)	7.47
	11/03/2021		14" PO x Flange Adapter (DI) (1)	966.13
	11/03/2021		Angle Ball Valve 2" FNPT X MNPT (CurbStop) (6)	1,924.60
	11/03/2021		Corp Stop .75" MIP X Flare (2)	95.26
	11/03/2021		Angle Ball Valve 2" FNPT X MNPT (CurbStop) (7)	2,245.36
	11/03/2021		Ell 0.75" 90° Brass (1)	4.14
68092	11/03/2021	Fleet Pride	Air Dryer Kits, Mud Flaps, Gloves	541.67
68093	11/03/2021	Glennie's Office Products Inc	Office Supplies	14.16
	11/03/2021		Office Supplies	42.74
68094	11/03/2021	Hach Company	Lab Standards - PH & TDS	252.38
68095	11/03/2021	Jackson & Blanc	Quarterly HVAC Maintenance 10/1/21- 12/31/21	3,592.50
68096	11/03/2021	Jeff McNeal Productions	On Hold Message	220.00
68097	11/03/2021	Joe's Paving	Patch Paving	15,098.50
68098	11/03/2021	Lawnmowers Plus Inc	Chain, Grinding Stones	83.98
	11/03/2021		Concrete Chainsaw, Chain	2,487.66
68099	11/03/2021	Mallory Safety and Supply, LLC	Hat Hard Full Brim with Ratchet Head Gear (5)	95.53
	11/03/2021		Vest Lime Hi-Viz XL (4)	79.89
68100	11/03/2021	McMaster-Carr Supply Company	Storage Cabinet	916.05
68101	11/03/2021	NAPA Auto Parts	Filters (2)	10.39
68102	11/03/2021	North County Auto Parts	Brake Hardware - Truck 41	12.18
	11/03/2021		Disc Brake Quiet	9.63
	11/03/2021		Diesel Exhaust Fluid, Oil, Batteries	109.70
68103	11/03/2021	North County Ford	Diagnose/Ordered Transmission Control Module	180.00
68104	11/03/2021	North County Industrial Park	Association Fees 11/2021	879.30
68105	11/03/2021	North County Pool Center Inc	Chlorine	24.89
68106	11/03/2021	One Source Distributors	Calibration Gas	183.71
68107	11/03/2021	Pacific Pipeline Supply	PVC Coupling (1)	(174.16)
	11/03/2021		Angle Stops (3)	576.23

Payment Number	Payment Date	Vendor	Description	Amount
	11/03/2021		Pipe Stand - E32	133.84
68108	11/03/2021	Ramona Disposal Service	Trash Service 10/2021	201.69
68109	11/03/2021	Rutan & Tucker LLP	Legal 09/2021	2,756.00
	11/03/2021		Legal 09/2021	8,588.00
68110	11/03/2021	San Diego Chapter CSDA	Quarterly Meeting 11/18/21 - R Vazquez	30.00
	11/03/2021		Quarterly Meeting 11/18/21 - B Hodgkiss	30.00
68111	11/03/2021	Shred-it USA LLC	Shredding Service 06/21/21	139.43
	11/03/2021		Shredding Service 07/19/21	257.92
	11/03/2021		Shredding Service 08/16/21	137.11
	11/03/2021		Shredding Service 09/13/21	136.75
	11/03/2021		FYE Shred/Purge 09/27/21	501.35
	11/03/2021		Shredding Service 10/11/21	136.75
68112	11/03/2021	The UPS Store 0971	Shipping 10/2021	677.93
68113	11/03/2021	Tifco Industries	Window Cleaner	135.17
68114	11/03/2021	Bend Genetics, LLC	HABs Lab Analysis	925.00
68115	11/03/2021	Midas Service Experts	Tires (2) - Truck 13	551.73
68116	11/03/2021	TS Industrial Supply	Flaring 1" Tool (2)	49.04
	11/03/2021		Zipties (100pk) (1)	12.02
	11/03/2021		Pull Cables (2)	114.60
	11/03/2021		Impact Swivels (4)	(137.39)
	11/03/2021		Fire Hose (1)	88.87
	11/03/2021		Shovel Round Point (3)	88.49
	11/03/2021		Mirror 3.25" Diameter Telescopic (1)	25.71
	11/03/2021		Wrench Fire Hydrant (1)	14.65
	11/03/2021		Wrench Magnum 1.25" One Hand (4)	506.18
	11/03/2021		Blade 14" Diamond Concrete (2)	467.64
	11/03/2021		Cartridges MSA Comb for P100 6 per box (3)	412.43
	11/03/2021		Broom 24" Push (4)	201.39
	11/03/2021		Tape 3" Caution (8)	84.44
	11/03/2021		Gloves Welding LG (5)	131.25
	11/03/2021		Shovel Square Point (4)	117.99
	11/03/2021		Wire Wheel 4" (5)	94.07
	11/03/2021		Broom Utility Corn (4)	62.35
	11/03/2021		Digging Bar Light Duty (1)	43.21
	11/03/2021		Towel Wypall X80 (5)	185.11
	11/03/2021		Sea 2" Pipe Wrap Tape (24)	186.54

Payment Number	Payment Date	Vendor	Description	Amount
	11/03/2021		Wood wedges 2" x 4" x 12" (90)	126.65
	11/03/2021		Goliath Safety Glasses Black/Smoke (12)	113.66
	11/03/2021		Striping Paint White #710 (12)	71.06
	11/03/2021		Striping Paint Blue #750 (12)	71.06
	11/03/2021		Nemesis Smoke/ Black Frame Safety Glasses (12)	70.67
	11/03/2021		Marking Paint White #255 (12)	48.32
	11/03/2021		Bailing Wire 16 Gauge (5)	38.97
	11/03/2021		Marking Feathers Blue (8)	36.37
	11/03/2021		Counter Brush 9" Horsehair (3)	25.62
	11/03/2021		Utility Brush Small (1)	4.41
	11/03/2021		Maxi Gloves XL - Yellow (12)	60.92
	11/03/2021		Paint Brush 0.5" (30)	9.74
	11/03/2021		High Pressure Wand Assemblies (2)	156.24
68117	11/03/2021	UniFirst Corporation	Uniform Service	374.46
68118	11/03/2021	Verizon Wireless	Air Cards 09/13/21 - 10/12/21	152.04
	11/03/2021		SCADA Remote Access 09/21/21 - 10/20/21	381.61
68119	11/03/2021	WorkPartners OHS	Physicals (2)	190.00
<b>Grand Total:</b>				<b>673,107.21</b>





**STAFF REPORT**

**Board Meeting Date:** November 17, 2021  
**Prepared By:** Don Smith  
**Approved By:** Brett Hodgkiss

**SUBJECT:** TRANSFER OF CERTAIN LOCAL WATER FACILITIES AND RIGHTS-OF-WAY TO CITY OF ESCONDIDO

**RECOMMENDATION:** Authorize the General Manager to execute the Assignments and Assumption Agreement, Bill of Sale, Quitclaim Deed and Second Amendment to Water Filtration Plant Joint Powers Agreement between the City of Escondido and Vista Irrigation District transferring various facilities and rights-of-way to the City of Escondido.

**PRIOR BOARD ACTION:** The Board approved the “Agreement Between the City of Escondido and the Vista Irrigation District for the Allocation and Management of Local Water and Facilities” (Local Entities’ Agreement) on January 18, 2017. Section 8.B of the Local Entities’ Agreement commits the District to prepare and execute instruments “transferring ownership of any facilities between the P1/P2 Pump Station and Wohlford Dam that are presently owned by Vista...from Vista to Escondido.” The four agreements (Assignments and Assumption Agreement, Bill of Sale, Quitclaim Deed and Second Amendment to Water Filtration Plant Joint Powers Agreement between the City of Escondido and Vista Irrigation District) recommended for approval fulfill that requirement.

**FISCAL IMPACT:** The District is transferring the described facilities and easements without payment as required under the Local Entities’ Agreement. Only two of the transferred facilities have any remaining net booked value; the 54” pipeline constructed around 1992 to replace a portion of the Escondido Siphon has a net booked value of \$330,586, and the Wohlford Penstock replacement constructed around 2003 has a net booked value of \$1,481,050. The total net booked value of all transferred facilities is \$1,811,636.

**SUMMARY:** Since its formation in 1923, the District has constructed and/or participated in the construction of various facilities to convey untreated water, derived from its facilities at Lake Henshaw and the Warner Ranch, from Lake Wohlford to the jointly owned Escondido-Vista Water Treatment Plant (EVWTP). Some of those facilities are jointly owned with the City of Escondido (Escondido); some are wholly owned by the District. Some of those facilities have long been abandoned; some are actively in use. As part of the overall settlement with the San Luis Rey Indian Bands and Escondido, the Local Entities (the District and Escondido) agreed to transfer any of the District’s remaining ownership interest in those facilities to Escondido, while agreeing that the District would continue to reimburse Escondido half the cost of operating, maintaining, repairing or replacing (OMR&R) those facilities. This transfer of ownership clarifies, facilitates and simplifies Escondido’s role in conveying Local Water to the EVWTP under the Local Entities’ Agreement.

**DETAILED REPORT:** District staff have coordinated extensively with District legal counsel (Rutan & Tucker, LLP) and Escondido to prepare documents to comply with the requirements of section 8.B of the Local Entities’ Agreement. **Note:** The agreements adopt the Local Entities’ Agreement convention of referring to the “Vista Irrigation District” as “Vista” and the “City of Escondido” as “Escondido”.

The four agreements are described more particularly as follows:

1. **Assignment and Assumption Agreement.** Under this agreement, Vista assigns and Escondido assumes all of Vista’s rights and obligations under the four pipeline easements identified in Exhibit A of the Assignment and Assumption Agreement.

2. Bill of Sale. Under the Bill of Sale, Vista conveys all of its ownership interest in the “Vista Transfer Facilities” to Escondido and Escondido accepts them. A map of the transferred facilities is attached as Exhibit A of the Bill of Sale, and a list of included facilities is attached as Exhibit B of the Bill of Sale. Key facilities include the Wohlford penstock (both the current penstock built in 2003 and the abandoned penstock which it replaced); the Bear Valley Energy Absorber and Bypass Valve facilities; the 54”, 48”, 42” and 36” pipelines, which constitute the Bear Valley Siphon and the abandoned pipelines which they replaced; and approximately 750 feet of the Jack Creek Bench of the Vista Flume, which conveys raw water to the P1/P2 Pump Station for delivery to the EVWTP. The transferred facilities include associated appurtenances, such as valves, blow-offs, air vents, cathodic protection stations, electrical facilities, etc.
3. Quitclaim Deed. In a 1926 agreement, Escondido’s predecessor, the Escondido Mutual Water Company (Grantor), granted an easement to the District for a pipeline parallel to its own existing pipeline; both pipelines are now abandoned. Under the Quitclaim Deed, the District forever quit claims to the Grantor’s easement and other interests under that 1926 agreement.
4. Second Amendment to Water Filtration Plant Joint Powers Agreement between the City of Escondido and Vista Irrigation District. In 1991, Vista and Escondido entered into a First Amendment to Water Filtration Plant Joint Powers Agreement to jointly construct and operate a new 54” pipeline from Lake Wohlford to the EVWTP under which the District was to own 50% of the new facilities. The facilities actually constructed under the First Amendment are different than as described therein; however, the difference in facilities constructed is inconsequential since per the terms of the Second Amendment to the Water Filtration Plant Joint Powers Agreement Vista transfers and Escondido accepts all of Vista’s ownership of the constructed facilities. No other terms of the Water Filtration Plant Joint Powers Agreement (governing the ownership, operation and maintenance of the EVWTP) are affected.

The agreements specify that the District agree to reimburse Escondido for 50% of the ongoing OMR&R costs of the transferred facilities.

Escondido will approve these agreements at a City Council meeting to be scheduled after the District takes action to approve them.

ATTACHMENTS:

- Assignment and Assumption Agreement
- Bill of Sale
- Quitclaim Deed
- Second Amendment to Water Filtration Plant Joint Powers Agreement between the City of Escondido and Vista Irrigation District

**EXEMPT FROM FEES** pursuant to Gov't Code §§ 6103, 27383, and 27388.1 (filing requested/executed by municipality)

**EXEMPT FROM DOCUMENT TAX** pursuant to Rev. & Tax Code § 11922

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Attn: Utilities Director  
City of Escondido  
201 North Broadway  
Escondido, California 92025-2798

*This Space for Recorder's Use Only*

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**"), is made as of \_\_\_\_\_ 2021, (the "**Effective Date**"), by and between **VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.* ("**Vista**"), and **CITY OF ESCONDIDO**, a California municipal corporation ("**Escondido**").

### **RECITALS**

- A. Vista provides water to the City of Vista and other jurisdictions.
- B. Escondido provides water to the City of Escondido and other jurisdictions.
- C. Vista and Escondido obtain a portion of their water supplies from a local water system (the "**Local Water System**") consisting of wells, dams, lakes, canals, and power plants which each has acquired over many years.
- D. The Local Water System has been the subject of complicated litigation and legislation over the years, including claims by local Indian bands and the United States of America. For purposes of resolving the various claims and controversies, the parties have entered into the following agreements:
  - a. Implementing Agreement Among the City of Escondido, California, On Its Own Behalf and as Successor to the Escondido Mutual Water Company, the Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians Pursuant to the San

Luis Rey Indian Water Rights Settlement Act, Public Law 100-675, as Amended, dated December 5, 2014 (the “**Implementing Agreement**”).

b. Settlement Agreement Between the United States and the La Jolla, Rincon, Pala, Pauma, and San Pasqual Bands of Mission Indians and the San Luis Rey Indian Water Authority and the City of Escondido and Vista Irrigation District, dated January 30, 2015 (the “**Settlement Agreement**”).

E. In furtherance of the Implementing Agreement, on or about January 25, 2017, Vista and Escondido entered into that certain agreement titled “Agreement Between the City of Escondido and the Vista Irrigation District for the Allocation and Management of Local Water and Facilities” (the “**Local Entities Agreement**”), pursuant to which, among other things, Vista and Escondido agreed that (a) Vista would transfer to Escondido the ownership of any water pipelines and appurtenances and related water conveyance facilities that are located between that certain pumping station designated as the “P1/P2 Pump Station” on the map attached hereto and incorporated herein as Exhibit “B” (the “**Water Conveyance Facilities Map**”) and Wohlford Dam and that are owned by Vista (collectively, the “**Vista Transfer Facilities**”), and (b) except for certain power costs, the “OMR&R” (as defined in the Local Entities Agreement) costs of the Vista Transfer Facilities would be calculated on an annual basis and shared one-half (1/2) by Escondido and one-half (1/2) by Vista (with Vista’s one-half (1/2) of such costs referred to hereinafter as “**Vista’s 50% OMR&R Cost Allocation**”), all as more fully set forth in the Local Entities Agreement.

F. Water pipelines and appurtenances and related water conveyance facilities that are owned by Vista but that do not constitute Vista Transfer Facilities are hereinafter referred to as “**Vista Retained Facilities.**”

G. Vista accesses, operates, and maintains the Vista Transfer Facilities and the Vista Retained Facilities pursuant to various easement agreements and other agreements (collectively, the “**Vista Easement/Use Agreements**”) entered into by and between Vista and the fee owners (or their predecessors-in-interest) of the real property within or upon which the Vista Transfer Facilities and Vista Retained Facilities have been installed.

H. Concurrently herewith, Vista is transferring and conveying to Escondido all of its ownership interests in the Vista Transfer Facilities pursuant to a Bill of Sale (the “**Vista Transfer Facilities Bill of Sale**”).

I. Each of the Implementing Agreement, Settlement Agreement, Local Entities Agreement, and Vista Easement/Use Agreements are public records available for inspection at the offices of Vista, at 1391 Engineer Street, Vista, CA 92018-8840.

J. With the exception of Vista's 50% OMR&R Cost Allocation, Vista now desires to transfer and assign all of its rights and obligations in, to and under all of the Vista Easement/Use Agreements (the "**Assigned Vista Easement/Use Agreements**") to Escondido.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Vista and Escondido hereby agree as follows:

1. Assignment by Vista. As of the Effective Date, with the exception of Vista's 50% OMR&R Cost Allocation, Vista assigns all of its rights and obligations in, to and under the Assigned Vista Easement/Use Agreements to Escondido. The Assigned Vista Easement Use Agreements are set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference.

2. Assumption by Escondido. As of the Effective Date, with the exception of Vista's 50% OMR&R Cost Allocation, Escondido assumes and agrees to be bound by the Assigned Vista Easement/Use Agreements. With the exception of Vista's 50% OMR&R Cost Allocation, Escondido shall fully and faithfully perform and discharge, as and when performance and discharge are due, all of the obligations of Vista under the Assigned Vista Easement/Use Agreements.

3. Indemnification by Escondido. With the exception of Vista's 50% OMR&R Cost Allocation, Escondido shall indemnify, defend, and hold Vista harmless from any and all losses, liabilities, damages, expenses, or claims arising from any breach or default in the performance of any of obligations of Vista under the Assigned Vista Easement/Use Agreements accruing after the Effective Date.

4. Indemnification by Vista. Vista shall indemnify, defend, and hold Escondido harmless from any and all losses, liabilities, damages, expenses, or claims arising from any breach or default in the performance of any of obligations of Vista under the Assigned Vista Easement/Use Agreements accruing prior to the Effective Date.

5. Maintenance/Operating Requirements of Vista Transfer Facilities. Vista and Escondido hereby agree that as of the Effective Date and upon Escondido's acceptance of the Vista Transfer Facilities, with the exception of Vista's 50% OMR&R Cost Allocation, which is more fully set forth in the Local Entities Agreement (i) Escondido shall be deemed to have assumed all of Vista's obligations under any such agreement or other written instrument with respect to the Vista Transfer Facilities, including, without limitation, any obligations to maintain, repair, and operate the Vista Transfer Facilities, and (ii) Vista shall be relieved of any and all obligations and liability with respect to the

Vista Transfer Facilities, including, without limitation, any obligations to maintain, repair, and operate, and any liability with respect to the maintenance, operation, and repair of, the Vista Transfer Facilities.

6. Notices. All notices herein provided to be given, or which may be given by one party to the other party shall be deemed to have been fully given when made in writing and (i) deposited in the United States Mail, certified and postage prepaid, (ii) personally delivered, or (iii) deposited with reputable overnight courier service that provides a receipt with the date and time of delivery, and in all events addressed as follows:

If to Escondido:      City Manager  
   (With additional copies to City Attorney and Utilities Director)  
   City of Escondido  
   201 North Broadway  
   Escondido, California 92025

If to Vista:              General Manager  
   (With additional copy to General Counsel)  
   Vista Irrigation District  
   1391 Engineer Street  
   Vista, California 92081

Any of said addresses may be changed at any time by written notice given by one party to the other as provided above.

7. Covenant of Good Faith and Fair Dealing. Neither Escondido nor Vista shall do anything which shall have the effect of harming or injuring the right of the other to receive the benefits of this Agreement. Each shall refrain from doing anything which would render its performance under this Agreement impossible, and shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement.

8. Covenant of Cooperation. The parties hereto shall cooperate with and assist each other in the performance of the provisions of this Agreement. Each of the parties hereto shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement.

9. Amendment. No modification, waiver, amendment, discharge, or change of or to this Agreement shall be valid unless the same is in writing and signed by both parties.

10. Notice of Dispute/Negotiated Resolution. In the event of any controversy, claim or dispute between the parties arising out of or related to this Agreement, which has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth in this Section 10. The written notice invoking these procedures shall set forth in reasonable detail the nature, background, and circumstances of the controversy, claim or dispute. During the thirty (30) business day period following receipt of said written notice (“**Meet/Confer Period**”), the parties shall meet, confer, and negotiate in good faith to resolve the dispute. Either party, may, during the Meet/Confer Period, request the services of a professional mediator, and the other party shall cooperate with this request and share the reasonable costs of such mediator. If, after the Meet/Confer Period, a mediator has not been requested by one or both parties, then a mediator may be subsequently utilized only upon the mutual consent of the parties; the reasonable cost of said mediator shall be shared by the parties.

11. Litigation. If any controversy, claim or dispute between the parties arising out of or relating to this Agreement cannot be settled or resolved amicably by the parties either informally, or during the Meet/Confer Period of good faith negotiations provided for above, or after utilizing the services of a professional mediator, then either party may bring an action in a court of competent jurisdiction against the other to settle the pending controversy, claim or dispute.

12. Governing Law and Venue. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Venue for actions under this Agreement shall be in the San Diego County Superior Court, North County Branch.

13. Attorney’s Fees. In the event either party hereto brings suit to enforce the terms of this Agreement or on account of breach hereof, the party not prevailing in such suit shall pay all reasonable costs and expenses incurred by the other party in such suit, including, without limitation, court costs, attorneys’ fees, and expert witness fees.

14. No Construction Against Any Party. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and/or their counsel, and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel or representatives participated in drafting it or any portion of it.

15. Severability. Any provision of this Agreement that is found to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any of the remaining provisions thereof. In the event any such provision of this Agreement is so held invalid; the parties shall promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original

intent and effect. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

16. Representation of Authority. Each party represents and warrants to the others that it has the full right and authority to enter into this Agreement, and further that it has the power, authority and ability to carry out the obligations assumed and promised hereunder, and is not presently aware of any pending event that would, or could, hamper, hinder, delay, or prevent the timely performance of said obligations.

17. Entire Agreement. This Agreement, along with the Local Entities Agreement, that certain Agreement entered into between Escondido and Vista on or about July 23, 1971, regarding the construction and operation of a joint water filtration plant, as amended from time to time, and the Vista Transfer Facilities Bill of Sale, contains the entire agreement between Vista and Escondido with respect to the subject matter hereof. This Agreement shall bind and inure to the benefit of Vista and Escondido and their respective personal representatives, heirs, successors, and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of California.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, Vista and Escondido have executed this Agreement as of the date first hereinabove written.

“Vista”

**VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.*

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jennifer Farrell, General Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

“Escondido”

**CITY OF ESCONDIDO**, a California municipal corporation

APPROVED AS TO FORM:  
Office of the City Attorney

Michael R. McGuinness, City Attorney

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

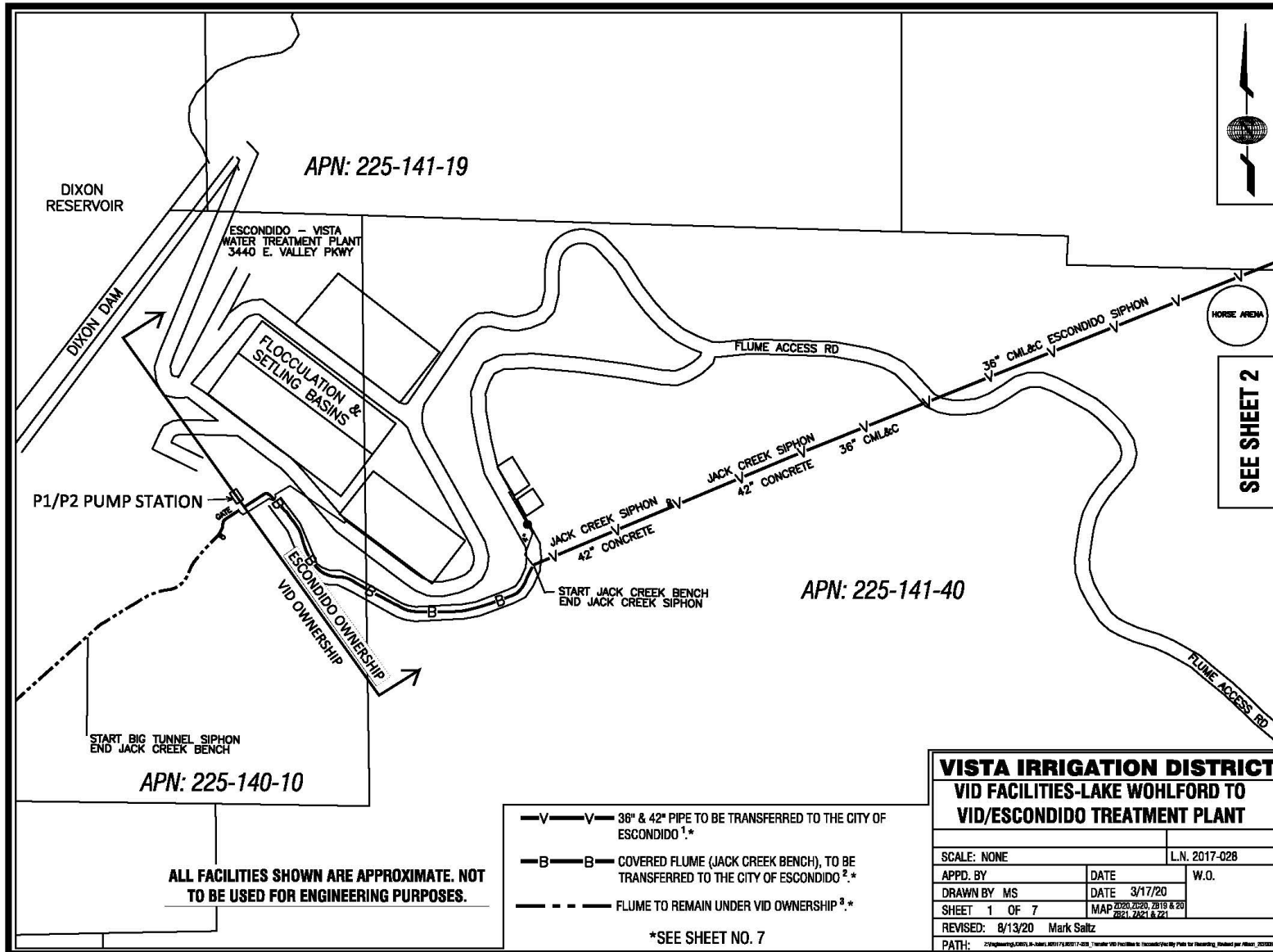
## EXHIBIT "A"

### ASSIGNED VISTA EASEMENT/USE AGREEMENTS

1. Easement granted by Community Lutheran Church to Vista Irrigation District, dated January 10, 1994, recorded on February 7, 1994, in the Official Records of the County of San Diego, as Instrument No. 1994-0084306.
2. Easement granted by Ernest J. Andrews and Emily O. Andrews, Husband and Wife, dated May 9, 1925, recorded on October 2, 1925, in Book No. 1127, Page 153 of Deeds, in the Official Records of the County of San Diego.
3. Unrecorded Easement granted by John J. Gain and Emily A. Gain, Husband and Wife, dated May 17, 1940.
4. Easement granted by J. Worthen and L.H. Worthen, Husband and Wife, dated August 20, 1925, recorded on October 2, 1925, in Book No. 1122, Page 283 of Deeds, in the Official Records of the County of San Diego.

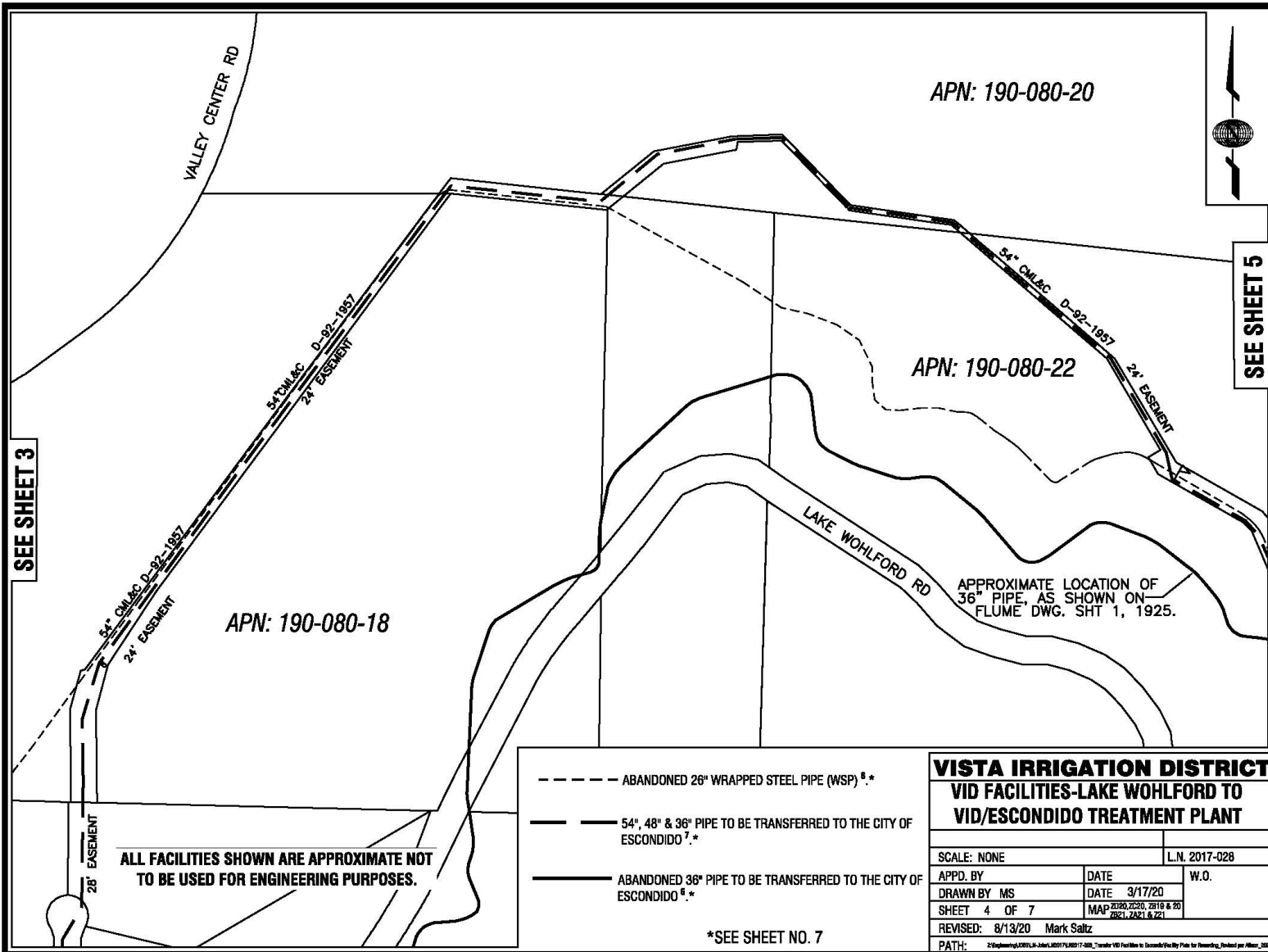
**EXHIBIT "B"**

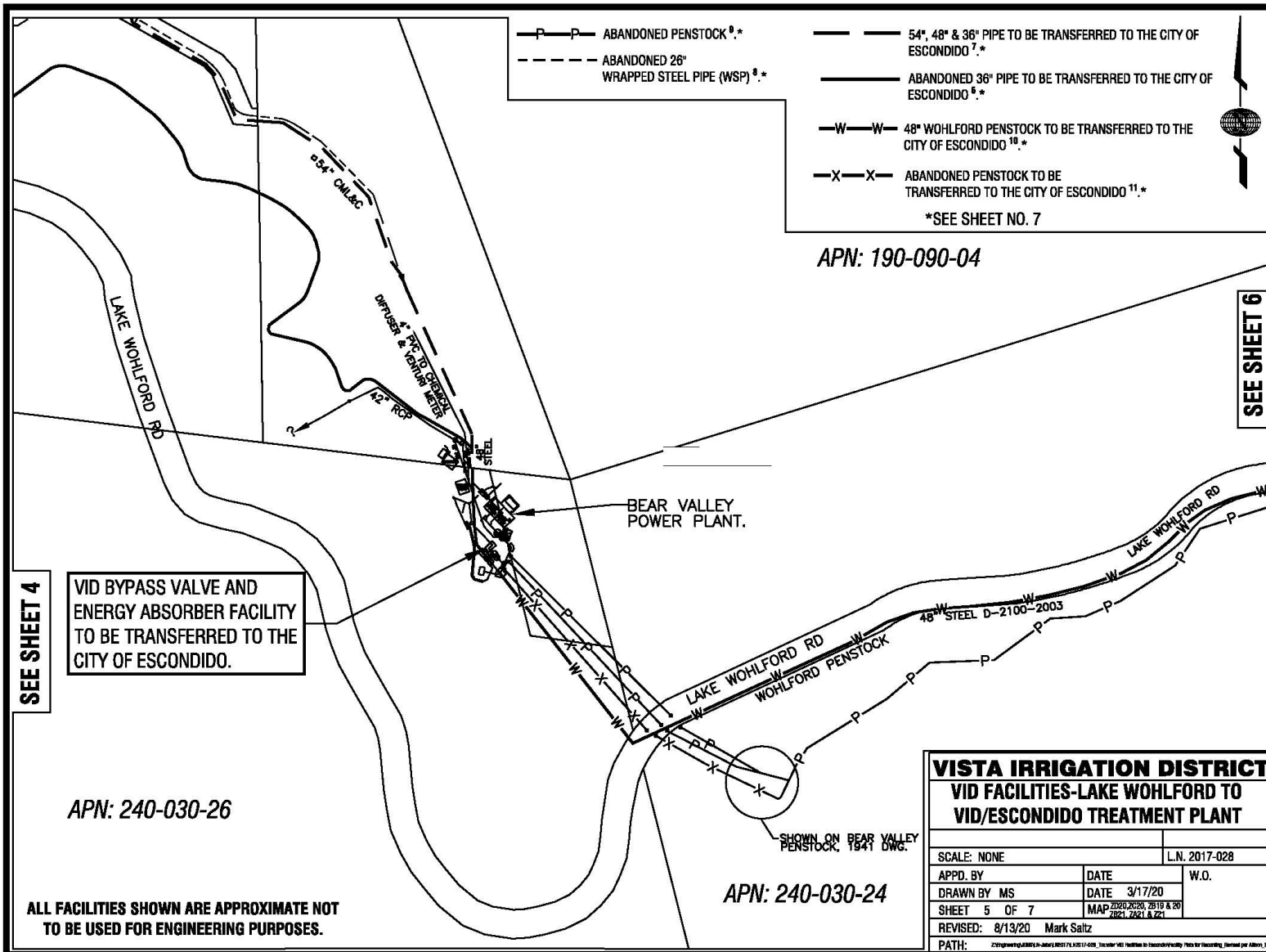
WATER CONVEYANCE FACILITIES MAP











- P — P — ABANDONED PENSTOCK <sup>9,\*</sup>
  - - - - - ABANDONED 26" WRAPPED STEEL PIPE (WSP) <sup>8,\*</sup>
  - — — — 54", 48" & 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>7,\*</sup>
  - — — — ABANDONED 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>6,\*</sup>
  - W — W — 48" WOHLFORD PENSTOCK TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>10,\*</sup>
  - X — X — ABANDONED PENSTOCK TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>11,\*</sup>
- \*SEE SHEET NO. 7

APN: 190-090-04

VID BYPASS VALVE AND ENERGY ABSORBER FACILITY TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

SEE SHEET 4

APN: 240-030-26

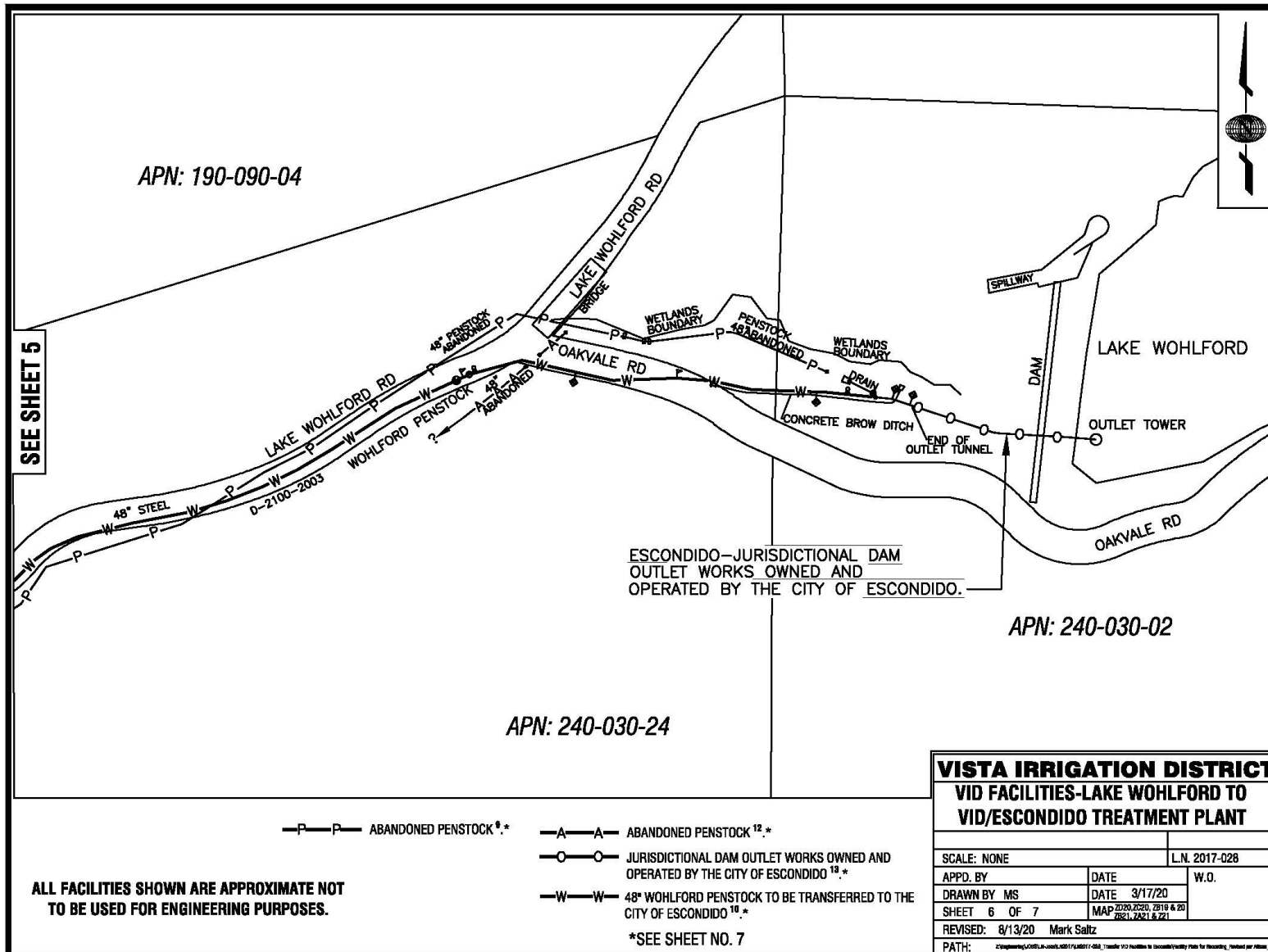
ALL FACILITIES SHOWN ARE APPROXIMATE NOT TO BE USED FOR ENGINEERING PURPOSES.

SEE SHEET 6

**VISTA IRRIGATION DISTRICT  
VID FACILITIES-LAKE WOHLFORD TO  
VID/ESCONDIDO TREATMENT PLANT**

SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 5 OF 7	MAP 2020, 2020, 2019 & 20	
REVISED: 8/13/20	Mark Saltz	
PATH: C:\pwworking\msd\18-july\2017\181017-028_181017-028_181017-028.dwg		





SEE SHEET 5

APN: 190-090-04

APN: 240-030-24

APN: 240-030-02

ESCONDIDO-JURISDICTIONAL DAM  
OUTLET WORKS OWNED AND  
OPERATED BY THE CITY OF ESCONDIDO.

ALL FACILITIES SHOWN ARE APPROXIMATE NOT  
TO BE USED FOR ENGINEERING PURPOSES.

- P—P— ABANDONED PENSTOCK<sup>8,\*</sup>
  - A—A— ABANDONED PENSTOCK<sup>12,\*</sup>
  - O—O— JURISDICTIONAL DAM OUTLET WORKS OWNED AND OPERATED BY THE CITY OF ESCONDIDO<sup>13,\*</sup>
  - W—W— 48" WOHLFORD PENSTOCK TO BE TRANSFERRED TO THE CITY OF ESCONDIDO<sup>10,\*</sup>
- \*SEE SHEET NO. 7

**VISTA IRRIGATION DISTRICT  
VID FACILITIES-LAKE WOHLFORD TO  
VID/ESCONDIDO TREATMENT PLANT**

SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 6 OF 7	MAP 2020.0220, 2019 & 20	
REVISED: 8/13/20	Mark Saltz	
PATH: C:\Engineering\VID\LA-0000\VID17\0017-028_1\Drawings\VID Facilities to Esccondido\Title Page\Title Page.dwg		

## DRAWING REFERENCES & FACILITY STATUS

—V—V— 1 36" & 42" PIPE SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-1957-1992 & 1925 FLUME DRAWINGS. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

—B—B— 2 COVERED FLUME (JACK CREEK BENCH) SHOWN ON VISTA IRRIGATION DISTRICT 1925 FLUME DRAWINGS. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

— — — — — 3 FLUME SHOWN ON VISTA IRRIGATION DISTRICT 925 FLUME DRAWINGS. TO REMAIN UNDER VID OWNERSHIP.

—TP—TP— 4 30" CML&C TO TREATMENT PLANT. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

—S—S—S— 5 ABANDONED 30" WSP. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-1957-1992. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

————— 6 ABANDONED 36" PIPE SHOWN ON VISTA IRRIGATION DISTRICT 1925 FLUME DRAWINGS. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

— — — — — 7 54", 48" & 36" PIPE, SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-1957-1992. INSTALLED PER 1991 EVWTP JPA FIRST AMENDMENT. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

— — — — — 8 ABANDONED 26" WSP. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-1957-1992. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

—P—P— 9 ABANDONED PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003 & THE BEAR VALLEY PENSTOCK DRAWING FROM 1941. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

—W—W— 10 48" WOHLFORD PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

—X—X— 11 ABANDONED PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003 & THE BEAR VALLEY PENSTOCK DRAWING FROM 1941. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

—A—A— 12 ABANDONED PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO..

—O—O— 13 JURISDICTIONAL DAM OUTLET WORKS, IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

ADDITIONALLY- THE VID BYPASS VALVE AND ENERGY ABSORBER FACILITY LOCATED AT THE BEAR VALLEY POWER PLANT TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

<b>VISTA IRRIGATION DISTRICT</b>		
<b>VID FACILITIES-LAKE WOHLFORD TO VID/ESCONDIDO TREATMENT PLANT</b>		
SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 7 OF 7	MAP 2020, 2230, 2819 & 20 2821, 2821 & 221	
REVISED: 8/13/20 Mark Saltz		
PATH: \\Engineering\0281\K-John\100174\007-028_Treatment-VID Facilities to Esccondido\Facility Plans for Bidding\Revised per Allow_2020		

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

State of California )  
County of San Diego )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

State of California )  
County of San Diego )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## BILL OF SALE

**THIS BILL OF SALE** (“**Bill of Sale**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between **VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.* (“**Vista**”), and **CITY OF ESCONDIDO**, a California municipal corporation (“**Escondido**”).

### **RECITALS**

- A. Vista provides water to the City of Vista and other jurisdictions.
- B. Escondido provides water to the City of Escondido and other jurisdictions.
- C. Vista and Escondido obtain a portion of their water supplies from a local water system (the “**Local Water System**”) consisting of wells, dams, lakes, canals, and power plants which each has acquired over many years.
- D. The Local Water System has been the subject of complicated litigation and legislation over the years, including claims by local Indian bands and the United States of America. For purposes of resolving the various claims and controversies, the parties have entered into the following agreements:
- a. Implementing Agreement Among the City of Escondido, California, On Its Own Behalf and as Successor to the Escondido Mutual Water Company, the Vista Irrigation District, the San Luis Rey River Indian Water Authority, and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians Pursuant to the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675, as Amended, dated December 5, 2014 (the “**Implementing Agreement**”).
- b. Settlement Agreement Between the United States and the La Jolla, Rincon, Pala, Pauma, and San Pasqual Bands of Mission Indians and the San Luis Rey Indian Water Authority and the City of Escondido and Vista Irrigation District, dated January 30, 2015 (the “**Settlement Agreement**”).
- E. In furtherance of the Implementing Agreement, on or about January 25, 2017, Vista and Escondido entered into that certain agreement titled “Agreement Between the City of Escondido and the Vista Irrigation District for the Allocation and Management of Local Water and Facilities” (the “**Local Entities Agreement**”), pursuant to which, among other things, Vista and Escondido agreed that Vista would transfer to Escondido the ownership of any water pipelines and appurtenances and related water conveyance facilities that are located between that certain pumping station designated as the “P1/P2 Pump Station” on the map attached hereto and incorporated herein as Exhibit “A” (the “**Water Conveyance Facilities Map**”) and Wohlford Dam and that are owned by

Vista (collectively, the “**Vista Transfer Facilities**”). The Vista Transfer Facilities include the water pipelines and facilities listed in Exhibit “B”, and all related facilities associated therewith, including, without limitation, valves, blow-off’s, air vents, and cathodic protection.

F. Water pipelines and appurtenances and related water conveyance facilities that are owned by Vista but that do not constitute Vista Transfer Facilities are hereinafter referred to as “**Vista Retained Facilities**.” For the avoidance of doubt, the P1/P2 Pump Station is referenced herein and depicted on the Water Conveyance Facilities Map for locational reference purposes only, and Vista’s partial ownership of and other rights with respect to the P1/P2 Pump Station constitutes a portion of Vista Retained Facilities.

G. Vista accesses, operates, and maintains the Vista Transfer Facilities and the Vista Retained Facilities pursuant to various easement agreements and other agreements (collectively, the “**Vista Easement/Use Agreements**”) entered into by and between Vista and the fee owners (or their predecessors-in-interest) of the real property within or upon which the Vista Transfer Facilities and Vista Retained Facilities have been installed.

H. Concurrently herewith, Vista and Escondido are entering into the following agreements:

- a. Assignment and Assumption Agreement (“**Vista Easement/Use Assignment Agreement**”), pursuant to which Vista is assigning to Escondido all of its rights and obligations pursuant to the Vista Easement/Use Agreements. Notwithstanding the foregoing, however, Vista and Escondido acknowledge and agree that pursuant to the Local Entities Agreement, except for certain power costs, the “OMR&R” (as defined in the Local Entities Agreement) costs of the Vista Transfer Facilities shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one-half (1/2) by Vista, all as more fully set forth in the Local Entities Agreement .
- b. Second Amendment to Water Filtration Plant Joint Powers Agreement Between the City of Escondido and Vista Irrigation District (the “**Second Amendment to JPA**”), pursuant to which Escondido will become the sole owner of any water transfer facilities between the P1/P2 Pump Station and Wohlford Dam that are presently owned by Vista, including but not limited to bypass facilities at the Bear Valley Power Plant, portions of the active and abandoned pipeline and siphon (including the 54” pipeline and its related 48”, 42” and 36” pipelines) between the Power Plant and the Treatment Plant and that portion of the Vista Flume

upstream of the P1/P2 Pump Station. Notwithstanding the foregoing, however, Vista and Escondido acknowledge and agree that pursuant to the Local Entities Agreement, except for certain power costs, the OMR&R costs of the Vista Transfer Facilities shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one-half (1/2) by Vista, all as more fully set forth in the Local Entities Agreement.

I. Each of the Implementing Agreement, Settlement Agreement, Local Entities Agreement, Vista Easement/Use Agreements, Vista Easement/Use Assignment Agreement, and Second Amendment to JPA are public records available for inspection at the offices of Vista, at 1391 Engineer Street, Vista, CA 92018-8840.

J. Vista now desires to transfer and convey to Escondido all of Vista's ownership interests in and to the Vista Transfer Facilities.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Vista and Escondido hereby agree as follows:

### **AGREEMENTS**

1. Recitals. The foregoing recitals are true, correct and by this reference incorporated herein.

2. Conveyance of Vista's Ownership Interests in the Vista Transfer Facilities. Vista hereby sells, conveys, assigns, transfers, sets over, and delivers to Escondido all of Vista's ownership interests in and to the Vista Transfer Facilities and Escondido hereby accepts all of Vista's ownership interests in and to the Vista Transfer Facilities, as of the Effective Date.

3. Maintenance/Operating Requirements of Vista Transfer Facilities. Vista and Escondido hereby agree that as of the Effective Date and upon Escondido's acceptance of the Vista Transfer Facilities, (i) Escondido shall be deemed to have assumed all of Vista's obligations under any such agreement or other written instrument with respect to the Vista Transfer Facilities, including, without limitation, any obligations to maintain, repair, and operate the Vista Transfer Facilities, and (ii) Vista shall be relieved of any and all obligations and liability with respect to the Vista Transfer Facilities, including, without limitation, any obligations to maintain, repair, and operate, and any liability with respect to the maintenance, operation, and repair of, the Vista Transfer Facilities. Notwithstanding the foregoing, however, Vista and Escondido acknowledge and agree that pursuant to the Local Entities Agreement, except for certain power costs, the OMR&R costs of the Vista Transfer Facilities shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one-half (1/2) by Vista, all as more fully set forth in the Local Entities Agreement.

4. Notices. All notices herein provided to be given, or which may be given by one party to the other party shall be deemed to have been fully given when made in writing and (i) deposited in the United States Mail, certified and postage prepaid, (ii) personally delivered, or (iii) deposited with reputable overnight courier service that provides a receipt with the date and time of delivery, and in all events addressed as follows:

If to Escondido: City Manager  
(With additional copies to City Attorney and Utilities Director)  
City of Escondido  
201 North Broadway  
Escondido, California 92025

If to Vista: General Manager  
(With additional copy to General Counsel)  
Vista Irrigation District  
1391 Engineer Street  
Vista, California 92081

Any of said addresses may be changed at any time by written notice given by one party to the other as provided above.

5. Covenant of Good Faith and Fair Dealing. Neither Escondido nor Vista shall do anything which shall have the effect of harming or injuring the right of the other to receive the benefits of this Bill of Sale. Each shall refrain from doing anything which would render its performance under this Bill of Sale impossible and shall do everything which this Bill of Sale contemplates that such party shall do to accomplish the objectives and purposes of this Bill of Sale.

6. Covenant of Cooperation. The parties hereto shall cooperate with and assist each other in the performance of the provisions of this Bill of Sale. Each of the parties hereto shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Bill of Sale.

7. Amendment. No modification, waiver, amendment, discharge, or change of or to this Bill of Sale shall be valid unless the same is in writing and signed by both parties.

8. Notice of Dispute/Negotiated Resolution. In the event of any controversy, claim or dispute between the parties arising out of or related to this Bill of Sale, which has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth in this Section 8. The written notice invoking these procedures shall set forth in reasonable detail the nature, background, and circumstances of the controversy, claim or dispute. During the thirty (30) business day period following receipt of said written notice ("**Meet/Confer Period**"), the parties shall meet, confer, and negotiate in good faith to resolve the dispute. Either party, may, during the Meet/Confer Period, request the services of a professional mediator, and the other party shall cooperate with this request and share the reasonable costs of such mediator. If, after the Meet/Confer Period, a mediator has not been



requested by one or both parties, then a mediator may be subsequently utilized only upon the mutual consent of the parties; the reasonable cost of said mediator shall be shared by the parties.

9. Litigation. If any controversy, claim or dispute between the parties arising out of or relating to this Bill of Sale cannot be settled or resolved amicably by the parties either informally, or during the Meet/Confer Period of good faith negotiations provided for above, or after utilizing the services of a professional mediator, then either party may bring an action in a court of competent jurisdiction against the other to settle the pending controversy, claim or dispute.

10. Governing Law and Venue. This Bill of Sale shall be interpreted, governed by, and construed under the laws of the State of California. Venue for actions under this Bill of Sale shall be in the San Diego County Superior Court, North County Branch.

11. Attorney's Fees. In the event either party hereto brings suit to enforce the terms of this Bill of Sale or on account of breach hereof, the party not prevailing in such suit shall pay all reasonable costs and expenses incurred by the other party in such suit, including, without limitation, court costs, attorneys' fees, and expert witness fees.

12. No Construction Against Any Party. The parties agree that the terms and conditions of this Bill of Sale are the result of negotiations between the parties and/or their counsel, and that this Bill of Sale shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel or representatives participated in drafting it or any portion of it.

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

14. Representation of Authority. Each party represents and warrants to the others that it has the full right and authority to enter into this Bill of Sale, and further that it has the power, authority and ability to carry out the obligations assumed and promised hereunder, and is not presently aware of any pending event that would, or could, hamper, hinder, delay, or prevent the timely performance of said obligations.

15. Entire Agreement. This Bill of Sale, along with the Local Entities Agreement, and Vista Easement/Use Assignment Agreement, represent the full understanding of the parties regarding the subject matter hereof and shall supersede all prior oral or written agreements related thereto.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, Vista and Escondido have caused this Bill of Sale to be executed effective as of the Effective Date.

“Vista”

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jennifer Farrell, General Counsel

**VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

“Escondido”

APPROVED AS TO FORM:  
Office of the City Attorney

Michael R. McGuinness, City Attorney

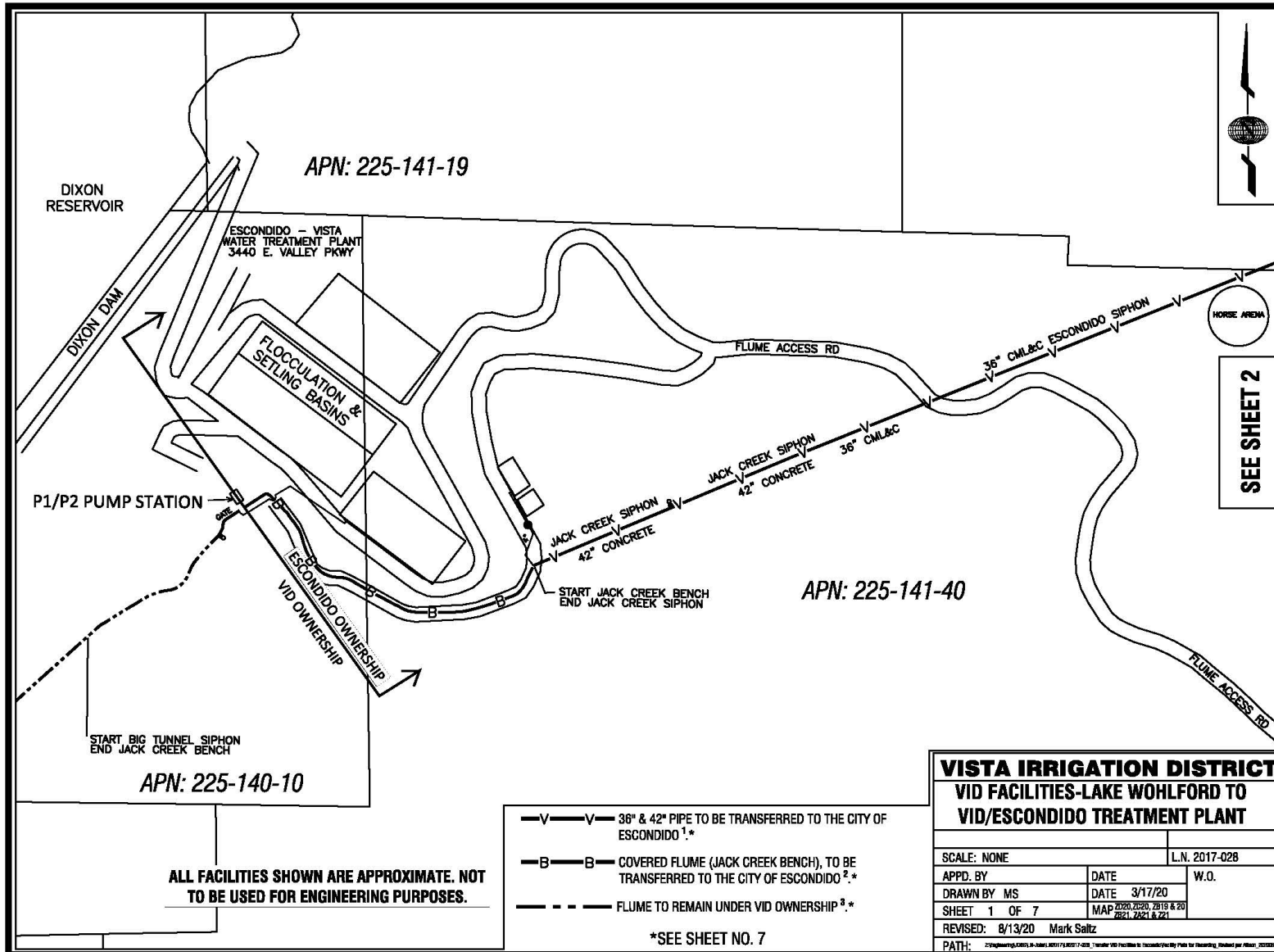
By: \_\_\_\_\_

**CITY OF ESCONDIDO**, a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT "A"**

Water Conveyance Facilities Map



APN: 225-141-19

APN: 225-141-40

APN: 225-140-10

**ALL FACILITIES SHOWN ARE APPROXIMATE. NOT TO BE USED FOR ENGINEERING PURPOSES.**

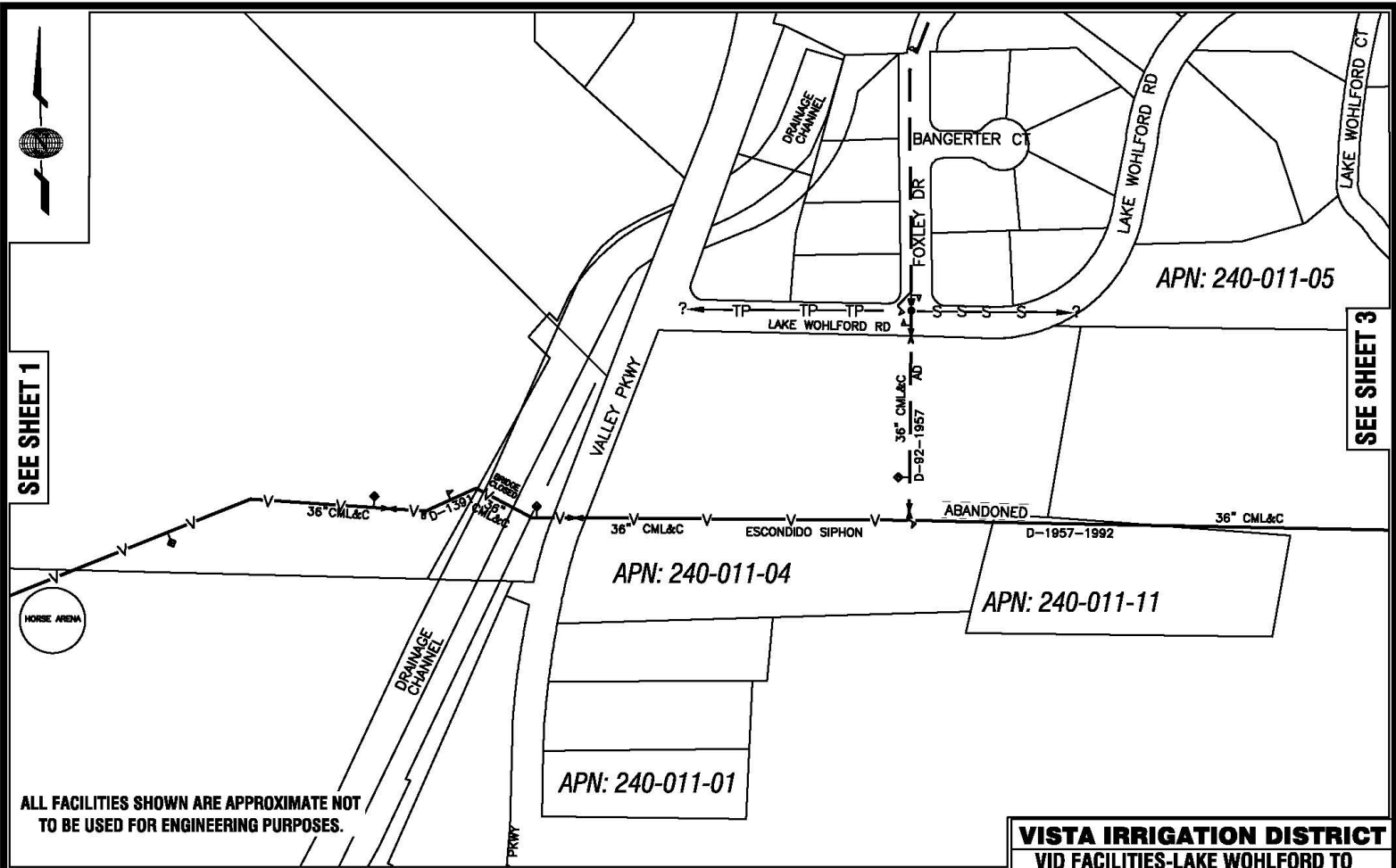
- V—V— 36" & 42" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>1</sup>.\*
- B—B— COVERED FLUME (JACK CREEK BENCH), TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>2</sup>.\*
- - - - FLUME TO REMAIN UNDER VID OWNERSHIP <sup>3</sup>.\*

\*SEE SHEET NO. 7

**VISTA IRRIGATION DISTRICT  
VID FACILITIES-LAKE WOHLFORD TO  
VID/ESCONDIDO TREATMENT PLANT**

SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 1 OF 7	MAP 2020, 2020, 2019 & 20	
REVISED: 8/13/20	Mark Saltz	
PATH: C:\pwworking\JESD\B-NAVE\2017\180117-028_1\water\VID Facilities to Esccondido\Title Plan for Issuance.dwg (User: jms) 2020.08.13.10.22		

SEE SHEET 2



SEE SHEET 1

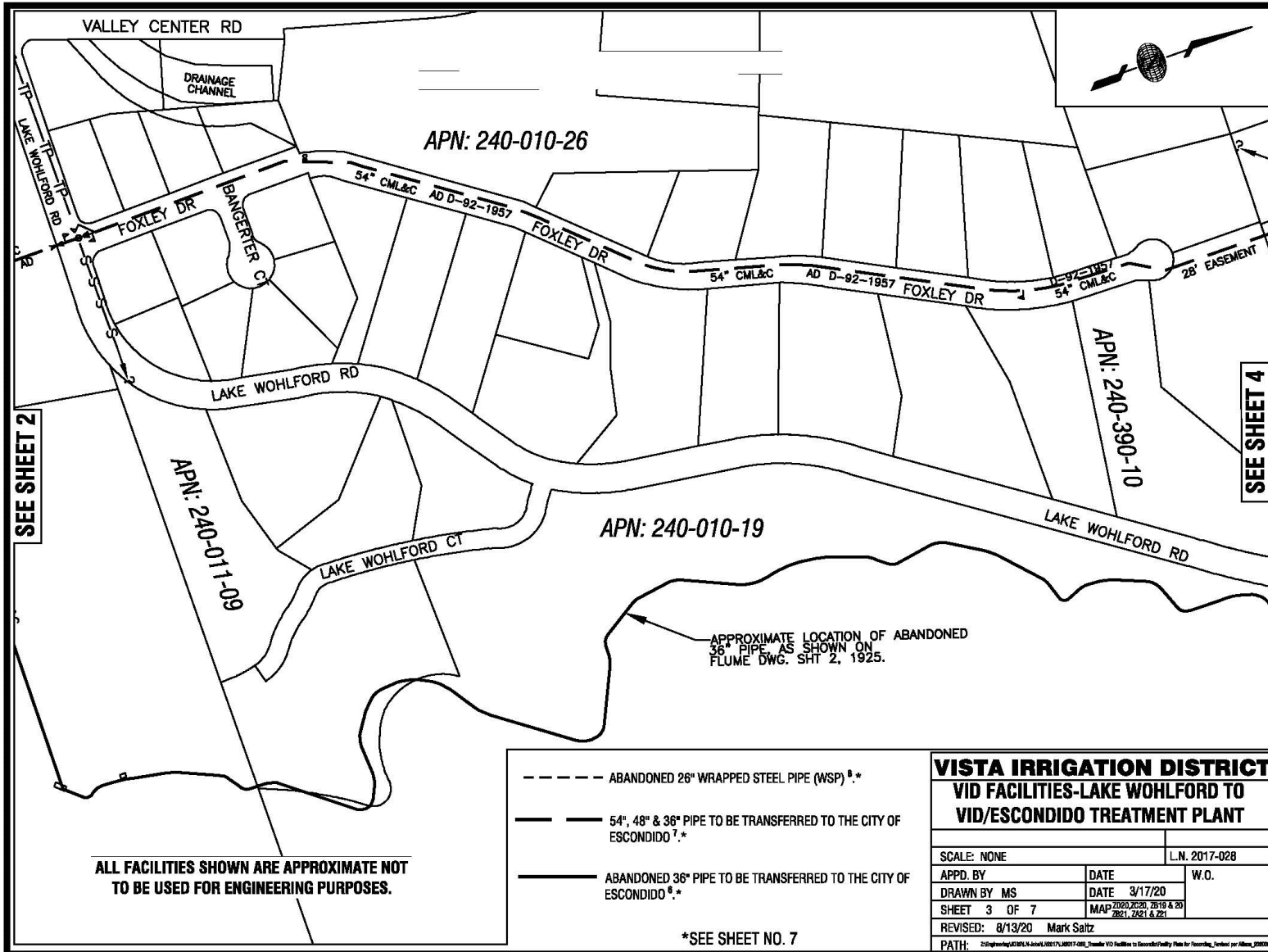
SEE SHEET 3

ALL FACILITIES SHOWN ARE APPROXIMATE NOT TO BE USED FOR ENGINEERING PURPOSES.

- TP—TP— 30" CML&C TO TREATMENT PLANT <sup>4,\*</sup>
- S—S—S— ABANDONED 30" WRAPPED STEEL PIPE (WSP) <sup>5,\*</sup>
- V—V—V— 36" & 42" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>1,\*</sup>
- ABANDONED 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>6,\*</sup>
- 54", 48" & 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>7,\*</sup>

\*SEE SHEET NO. 7

VISTA IRRIGATION DISTRICT		
VID FACILITIES-LAKE WOHLFORD TO VID/ESCONDIDO TREATMENT PLANT		
SCALE: NONE	L.N. 2017-028	
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 2 OF 7	MAP 2020.0220.2819 & 20 2821.2821.6.721	
REVISED: 8/13/20	Mark Saltz	
PATH: Z:\2017\maps\2821.6-2821.6\2017\7\VID11-028_17.mxd		



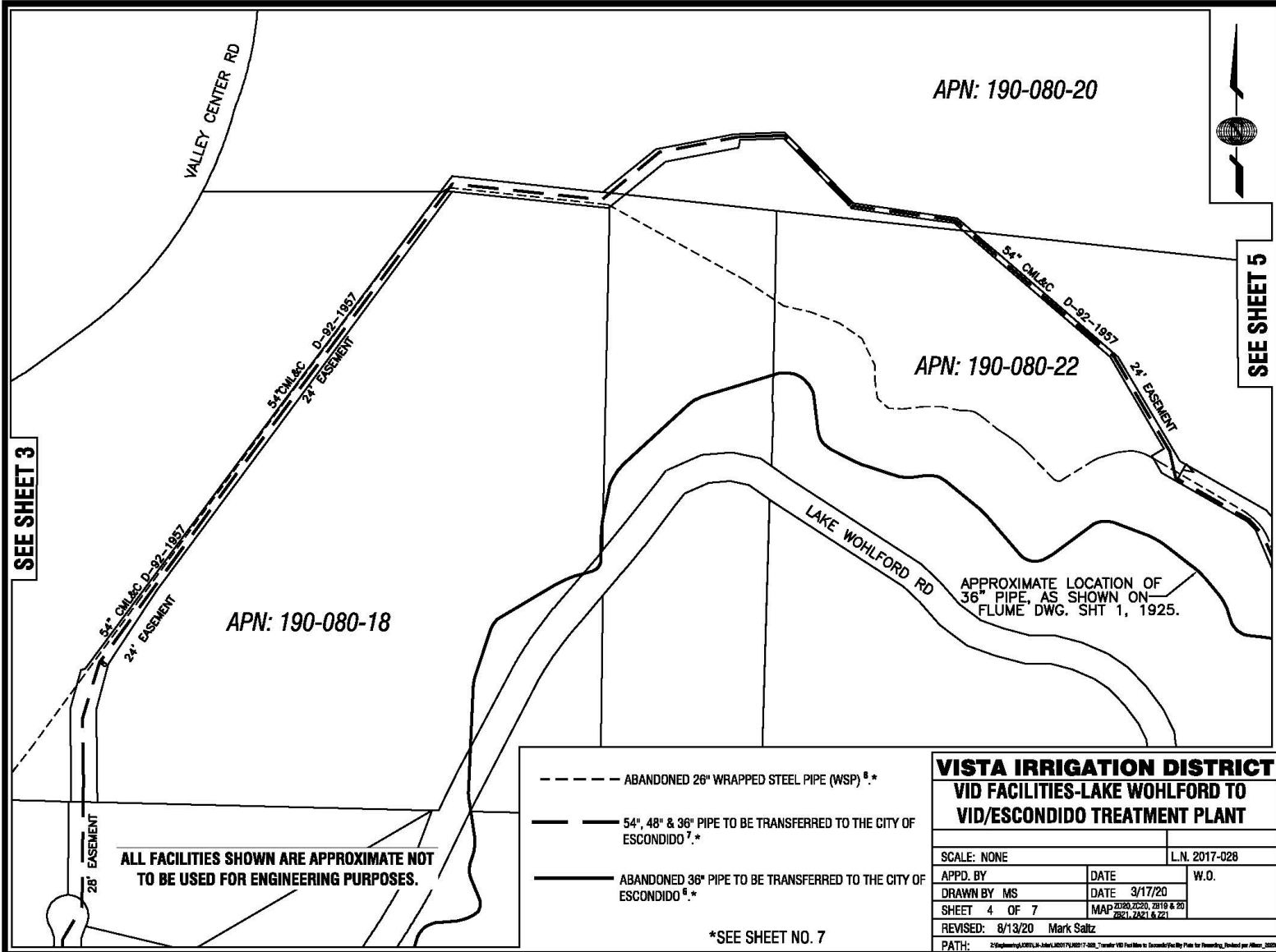
ALL FACILITIES SHOWN ARE APPROXIMATE NOT TO BE USED FOR ENGINEERING PURPOSES.

- ABANDONED 26" WRAPPED STEEL PIPE (WSP) <sup>6,\*</sup>
- 54", 48" & 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>7,\*</sup>
- ABANDONED 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>6,\*</sup>

\*SEE SHEET NO. 7

**VISTA IRRIGATION DISTRICT  
VID FACILITIES-LAKE WOHLFORD TO  
VID/ESCONDIDO TREATMENT PLANT**

SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 3 OF 7	MAP 2020, 2020, 2019 & 2018 2021, 2021 & 2021	
REVISED: 8/13/20 Mark Saltz		
PATH: \\s:\engineering\2020\4-2020\1001718007-000_7\media\VID Facilities to Esccondido\Utility Plans for Esccondido\sheet no 03000010		



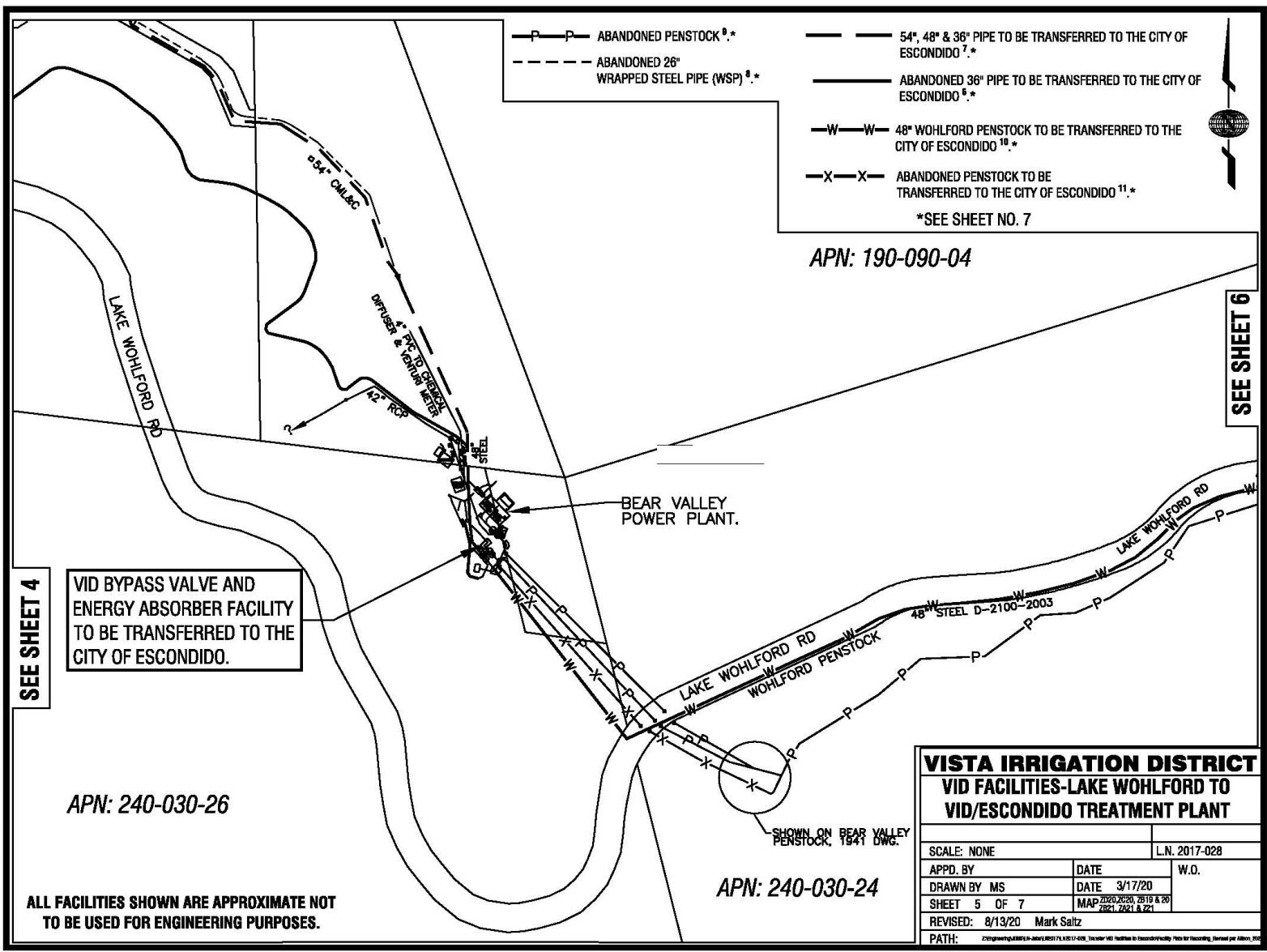
ALL FACILITIES SHOWN ARE APPROXIMATE NOT TO BE USED FOR ENGINEERING PURPOSES.

- ABANDONED 26" WRAPPED STEEL PIPE (WSP) <sup>1,\*</sup>
- 54", 48" & 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>2,\*</sup>
- ABANDONED 36" PIPE TO BE TRANSFERRED TO THE CITY OF ESCONDIDO <sup>1,\*</sup>

\*SEE SHEET NO. 7

**VISTA IRRIGATION DISTRICT  
VID FACILITIES-LAKE WOHLFORD TO  
VID/ESCONDIDO TREATMENT PLANT**

SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 4 OF 7	MAP 2019, 2020, 2019 & 20	
REVISED: 8/13/20	Mark Saltz	
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- P-P- ABANDONED PENSTOCK 9.\*
  - - - - - ABANDONED 26\"/>
  - - - - - 54\", 48\"/>
  - - - - - ABANDONED 36\"/>
  - W-W- 48\"/>
  - X-X- ABANDONED PENSTOCK TO BE TRANSFERRED TO THE CITY OF ESCONDIDO 11.\*
- \*SEE SHEET NO. 7

APN: 190-090-04

SEE SHEET 4

VID BYPASS VALVE AND ENERGY ABSORBER FACILITY TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

APN: 240-030-26

ALL FACILITIES SHOWN ARE APPROXIMATE NOT TO BE USED FOR ENGINEERING PURPOSES.

BEAR VALLEY POWER PLANT.

SEE SHEET 6

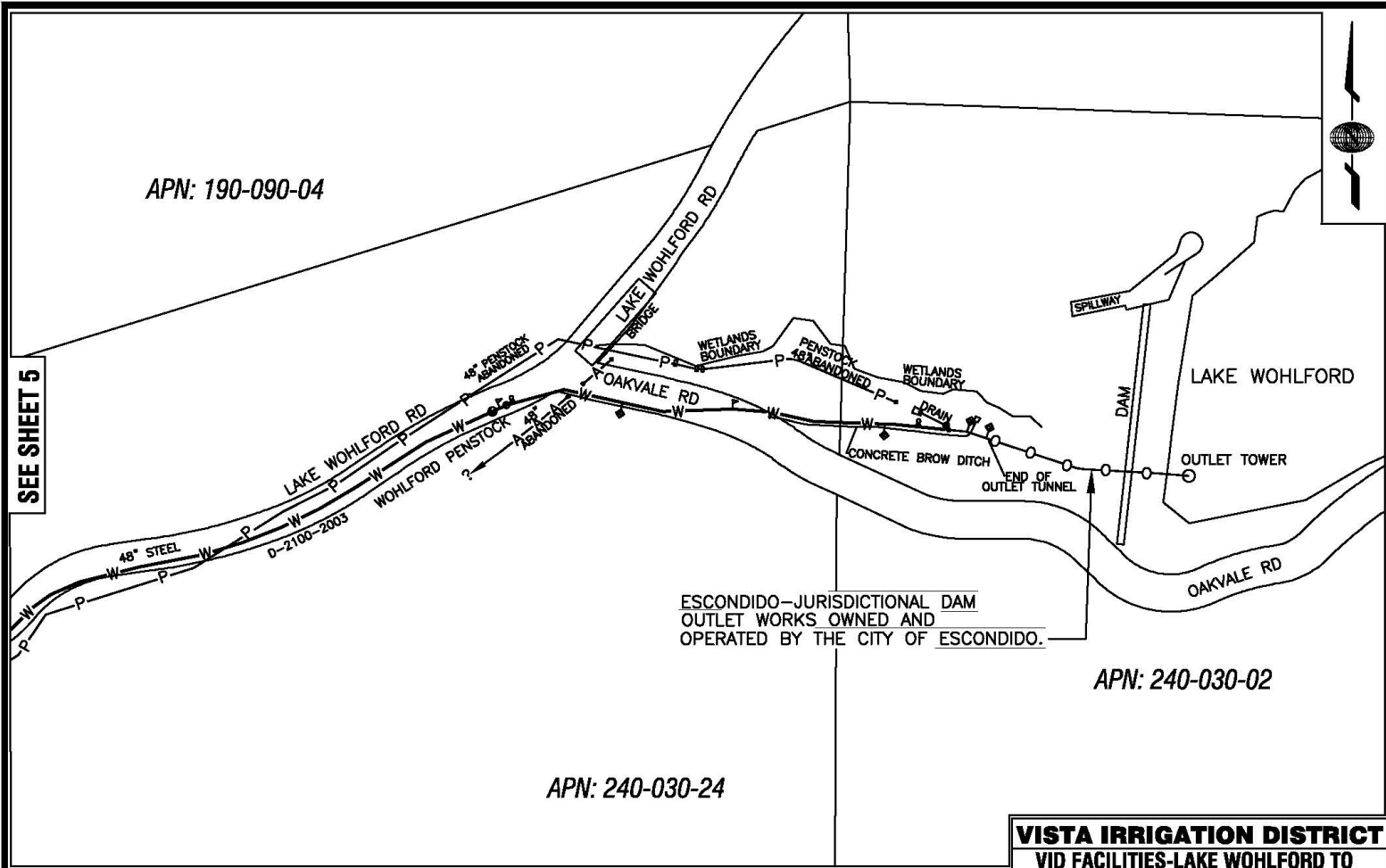
**VISTA IRRIGATION DISTRICT  
VID FACILITIES-LAKE WOHLFORD TO  
VID/ESCONDIDO TREATMENT PLANT**

SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 5 OF 7	MAP 2020, 2020, 2019 & 20	
REVISED: 8/13/20	Mark Saltz	
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APN: 240-030-24

SHOWN ON BEAR VALLEY PENSTOCK, 1941 DWG.





SEE SHEET 5

APN: 190-090-04

APN: 240-030-24

APN: 240-030-02

ESCONDIDO - JURISDICTIONAL DAM  
OUTLET WORKS OWNED AND  
OPERATED BY THE CITY OF ESCONDIDO.

ALL FACILITIES SHOWN ARE APPROXIMATE NOT  
TO BE USED FOR ENGINEERING PURPOSES.

- P—P— ABANDONED PENSTOCK<sup>8,\*</sup>
- A—A— ABANDONED PENSTOCK<sup>12,\*</sup>
- O—O— JURISDICTIONAL DAM OUTLET WORKS OWNED AND OPERATED BY THE CITY OF ESCONDIDO<sup>13,\*</sup>
- W—W— 48" WOHLFORD PENSTOCK TO BE TRANSFERRED TO THE CITY OF ESCONDIDO<sup>10,\*</sup>

\*SEE SHEET NO. 7

**VISTA IRRIGATION DISTRICT  
VID FACILITIES-LAKE WOHLFORD TO  
VID/ESCONDIDO TREATMENT PLANT**

SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 6 OF 7	MAP 2020.0220, 2819 & 20	
REVISED: 8/13/20	Mark Saltz	
PATH: C:\Engineering\VID\LA-0000\VID17\02017-028_1\Drawings\VID Facilities to Escondido\Title Plan for Record.dwg, marked per VID-028_1.dwg		

## DRAWING REFERENCES & FACILITY STATUS

—V—V— 1 36" & 42" PIPE SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-1957-1992 & 1925 FLUME DRAWINGS. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

—B—B— 2 COVERED FLUME (JACK CREEK BENCH) SHOWN ON VISTA IRRIGATION DISTRICT 1925 FLUME DRAWINGS. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

— — — — — 3 FLUME SHOWN ON VISTA IRRIGATION DISTRICT 925 FLUME DRAWINGS. TO REMAIN UNDER VID OWNERSHIP.

—TP—TP— 4 30" CML&C TO TREATMENT PLANT. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

—S—S—S— 5 ABANDONED 30" WSP. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D -1957-1992. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

————— 6 ABANDONED 36" PIPE SHOWN ON VISTA IRRIGATION DISTRICT 1925 FLUME DRAWINGS. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

— — — — — 7 54", 48" & 36" PIPE, SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-1957-1992. INSTALLED PER 1991 EVWTP JPA FIRST AMENDMENT. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

— — — — — 8 ABANDONED 26" WSP. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-1957-1992. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

—P—P— 9 ABANDONED PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003 & THE BEAR VALLEY PENSTOCK DRAWING FROM 1941. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

—W—W— 10 48" WOHLFORD PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

—X—X— 11 ABANDONED PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003 & THE BEAR VALLEY PENSTOCK DRAWING FROM 1941. TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

—A—A— 12 ABANDONED PENSTOCK. SHOWN ON VISTA IRRIGATION DISTRICT DRAWING D-2100-2003. IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO..

—○—○— 13 JURISDICTIONAL DAM OUTLET WORKS, IMPROVEMENT ALREADY OWNED BY THE CITY OF ESCONDIDO.

ADDITIONALLY- THE VID BYPASS VALVE AND ENERGY ABSORBER FACILITY LOCATED AT THE BEAR VALLEY POWER PLANT TO BE TRANSFERRED TO THE CITY OF ESCONDIDO.

<b>VISTA IRRIGATION DISTRICT</b>		
<b>VID FACILITIES-LAKE WOHLFORD TO</b>		
<b>VID/ESCONDIDO TREATMENT PLANT</b>		
SCALE: NONE		L.N. 2017-028
APPD. BY	DATE	W.O.
DRAWN BY MS	DATE 3/17/20	
SHEET 7 OF 7	MAP 2020, 2230, 2819 & 20 2821, 2821 & 221	
REVISED: 8/13/20 Mark Saltz		
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## **EXHIBIT "B"**

### **Vista Transfer Facilities**

1. 36" and 42" pipe depicted on Sheets 1, 2 of Water Conveyance Facilities Map and identified in footnote 1 on Sheets 1, 2 and 7 of Water Conveyance Facilities Map.
2. Covered flume (Jack Creek Bench) depicted on Sheet 1 of Water Conveyance Facilities Map and identified in footnote 2 on Sheets 1 and 7 of Water Conveyance Facilities Map.
3. Abandoned 36" pipe depicted on Sheets 2, 3, 4 and 5 of Water Conveyance Facilities Map and identified in footnote 6 on Sheets 2, 3, 4, 5 and 7 of Water Conveyance Facilities Map.
4. 54", 48" & 36" pipe depicted on Sheets 2, 3, 4 and 5 of Water Conveyance Facilities Map and identified in footnote 7 on Sheets 2, 3, 4, 5 and 7 of Water Conveyance Facilities Map.
5. 48" Wohlford Penstock depicted on Sheets 5 and 6 of Water Conveyance Facilities Map and identified in footnote 10 on Sheets 5, 6 and 7 of Water Conveyance Facilities Map.
6. Abandoned Penstock depicted on Sheet 5 of Water Conveyance Facilities Map and identified in footnote 11 on Sheets 5 and 7 of Water Conveyance Facilities Map.
7. Bypass valve and energy absorber facility depicted on Sheet 5 of Water Conveyance Facilities Map.

The Vista Transfer Facilities include all related facilities associated with the foregoing facilities, including, without limitation, valves, blow-off's, air vents, cathodic protection, and electrical facilities.

**EXEMPT FROM FEES** pursuant to  
Gov't Code §§ 6103, 27383, and 27388.1  
(filing requested/executed by municipality)

**EXEMPT FROM DOCUMENT TAX**  
pursuant to Rev. & Tax Code § 11922

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

Attn: Utilities Director  
City of Escondido  
201 North Broadway  
Escondido, California 92025-2798

*This Space for Recorder's Use Only*

---

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.* (the "Grantor"), do(es) hereby remise, release and forever quitclaim to **CITY OF ESCONDIDO**, a California municipal corporation (the "Grantee"), all of the Grantor's easement and other interests in and under that certain Agreement entered into on or about April 23, 1926, between Grantor and the Escondido Mutual Water Company ("EMWC"), predecessor-in-interest to Grantee, and recorded in County of San Diego Deed Book 1219, pages 76-82, on May 3, 1926.

Dated \_\_\_\_\_

"Grantor"

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

**VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.*

\_\_\_\_\_  
Jennifer Farrell, General Counsel

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

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

Its: \_\_\_\_\_

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

State of California )  
County of San Diego )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**SECOND AMENDMENT TO WATER FILTRATION PLANT  
JOINT POWERS AGREEMENT BETWEEN THE CITY OF  
ESCONDIDO AND VISTA IRRIGATION DISTRICT**

This SECOND AMENDMENT TO WATER FILTRATION PLANT JOINT POWERS AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND VISTA IRRIGATION DISTRICT ("**Second Amendment**") is made as of this \_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the CITY OF ESCONDIDO, a California municipal corporation ("**Escondido**"), and VISTA IRRIGATION DISTRICT, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.* ("**Vista**").

**R E C I T A L S :**

A. On or about July 23, 1971, Escondido and Vista entered into an agreement for the construction and operation of a joint water filtration plant (the "**Original Agreement**").

B. On July 5, 1972, the Original Agreement was modified by Water Filtration Plant Operating Memorandum No. 1, which reduced the initial size of the Escondido-Vista Water Treatment Plant (the "**Filtration Plant**") from 50 million gallons a day ("MGD") to 37.5 MGD, changed Escondido's initial ownership and share of capital expenses from 70% to 60%, changed Vista's initial ownership and share of capital expenses from 30% to 40%, and made other related changes.

C. On October 1, 1975, the Original Agreement was modified by Water Filtration Plant Operating Memorandum No. 2, which provided for the substitution of a new 42" supply pipeline directly from the CWA crossover pipeline to the Filtration Plant in place of the originally proposed pumping station on the existing 30" Dixon Supply Line, provided for the sharing of costs related to the construction of said pipeline, provided for the reimbursement of Vista for loss in "available capacity" and for additional treatment costs, and changed the date on which Vista could make its owned capacity firm under Section 12(e) of the Original Agreement.

D. Pursuant to the terms of the Original Agreement, the capacity of the Filtration Plant has been increased to 90 MGD, of which Escondido now owns 72 MGD and Vista now owns 18 MGD.

E. On July 31, 1987, Vista gave notice to Escondido pursuant to Section 12(e) of the Original agreement of the cancellation effective July 31, 1990, of the operative provisions of Section 12 (Sections 12(a) through 12(d)), which cancellation has become final.

F. On or about December 13, 1991, Vista and Escondido entered into a First Amendment to Water Filtration Plant Joint Powers Agreement Between the City of Escondido and Vista Irrigation District, pursuant to which Vista and Escondido agreed to jointly construct and operate a new 54" pipeline from Lake Wohlford to the Filtration Plant (the "**Contemplated 54" Pipeline**"), and to proceed with said construction and operation

generally in accordance with the provisions of the Original Agreement which governs the construction and operation of the Filtration Plant (the “**First Amendment**”).

G. The Original Agreement, as modified by Water Filtration Plant Operating Memorandum No. 1, Water Filtration Plant Operating Memorandum No. 2, and the First Amendment is hereinafter referred to as the “**Agreement**.”

H. The Contemplated 54” Pipeline was never completed but was partially constructed from the Bear Valley Power Plant to Foxly Lane. The completed portion of the project was constructed with 54”, 48” & 36” size pipes that comprise the “**Completed Portion of 54” Pipeline**”, which is in operation pursuant to the terms of the Agreement.

I. On or about January 25, 2017, Vista and Escondido entered into that certain agreement titled “Agreement Between the City of Escondido and the Vista Irrigation District for the Allocation and Management of Local Water and Facilities” (the “**Local Entities Agreement**”), pursuant to which, among other things, Vista and Escondido agreed that Vista would transfer the ownership of any water pipelines and appurtenances and related water conveyance facilities that are located between that certain pumping station commonly known as the “P1/P2 Pump Station” and Wohlford Dam and owned by Vista (collectively, the “**Vista Transfer Facilities**”). The Completed Portion of 54” Pipeline comprises part of the Vista Transfer Facilities.

I. Concurrently herewith, Vista and Escondido are executing a series of documents and agreements to effect the transfer of the Vista Transfer Facilities to Escondido (collectively, the “**Vista Transfer Facilities Implementing Document and Agreements**”), all of which are public records available for inspection at the offices of Vista, at 1391 Engineer Street, Vista, CA 92018-8840.

J. Vista and Escondido now wish to further amend the Agreement to provide that following the Effective Date and upon acceptance by Escondido of the Vista Transfer Facilities, all obligations with respect to the Completed Portion of 54” Pipeline shall become the sole obligations of Escondido except pursuant to the Local Entities Agreement any OMR & R costs of this pipeline shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one-half (1/2) by Vista.

#### A M E N D M E N T:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the promises and covenants hereinafter contained, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Vista and Escondido agree as follows:

1. Amendment of Agreement. The Agreement, and in particular Sections 3, 4, and 5 of the First Amendment, is hereby amended to provide that as of the Effective Date and upon acceptance by Escondido of the Vista Transfer Facilities, Escondido shall be the sole owner of the Completed Portion of 54” Pipeline, and shall be solely



responsible for all obligations with respect to the Completed Portion of 54” Pipeline, including obligations to administer, operate, maintain, repair, and insure the Completed Portion of 54” Pipeline, and as of such date Vista shall be relieved of those obligations and liability with respect to the Completed Portion of 54” Pipeline. Notwithstanding the foregoing, however, Vista and Escondido acknowledge and agree that pursuant to the Local Entities Agreement, except for certain power costs, any “OMR&R” (as defined in the Local Entities Agreement) costs of the Completed Portion of 54” Pipeline shall be calculated on an annual basis and shared one-half (1/2) by Escondido and one-half (1/2) by Vista.

2. Interpretation. The terms of this Second Amendment shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Second Amendment or any other rule of construction which might otherwise apply. Any terms used herein but not separately defined herein shall be defined as set forth in the Agreement. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Second Amendment. This Second Amendment shall be construed, to the maximum extent possible, to be consistent and in harmony with the Vista Transfer Facilities Implementing Documents and Agreements.

3. Counterparts. This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

[End – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date.

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jennifer Farrell, General Counsel

“Vista”  
**VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the City Attorney

Michael R. McGuinness, City Attorney

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

“Escondido”  
**CITY OF ESCONDIDO**, a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



## STAFF REPORT

Agenda Item: 8

Board Meeting Date:	November 17, 2021
Prepared By:	Greg Keppler
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: DEODAR RESERVOIR REHABILITATION DESIGN

RECOMMENDATIONS: Authorize the General Manager to enter into an Agreement for Professional Services with Murraysmith for the design of the Deodar Reservoir Rehabilitation project in an amount not-to-exceed \$256,323.

PRIOR BOARD ACTION: On March 4, 2020, the Board authorized the General Manager to enter into an Agreement for Professional Services with Murraysmith for the Four Reservoirs Seismic and Structural Analysis in an amount not-to-exceed \$175,739. On November 18, 2020, the Board received an informational report on the primary findings and recommendations from the analysis and an update on the District's near-term reservoir improvement plans.

FISCAL IMPACT: Not-to-exceed \$256,323. It was anticipated that the project design would be completed in Fiscal Year 2023; therefore, only a portion of the design cost (\$135,000) is included in the Fiscal Year 2022 budget. The balance (\$121,323) and future construction costs (currently estimated at \$1,800,000) will be budgeted in Fiscal Years 2023 and 2024.

SUMMARY: The Four Reservoirs Seismic and Structural Analysis included the Virginia Place (A), Summit Trail (C), Cabrillo Circle (E-1) and Deodar reservoirs. The results of the study have assisted District staff in determining the priority and timing of near-term reservoir improvements; Deodar Reservoir has been given a higher priority based on inspection findings, documented deficiencies, and operational flexibility to proceed concurrently with construction of the Edgehill (E) Reservoir Replacement and Pump Station project anticipated to begin in January 2022.

DETAILED REPORT: Deodar Reservoir is a 1.3 million gallon pre-stressed concrete reservoir that provides storage for the "Bennett" service area. It was constructed in 1978 and is very similar in design to Pechstein Reservoir. The Four Reservoirs Seismic and Structural Analysis performed by Murraysmith provided the following key findings and recommendations for the Deodar Reservoir.

- Inspection – Similar to the findings from inspecting the Pechstein Reservoir in 2018, portions of the roof are in serious condition from dry rot occurring from the outside exterior of the valley glulam beams. The concrete portion of the structure including walls, floor slab and columns are generally in good condition.
- Seismic/Structural Evaluation – The circumferential pre-stressed wire wrapping is slightly under-designed for normal gravity and hydrostatic loading per current design standards when evaluated with the reservoir completely full at the overflow elevation (water level at 30 feet). This deficiency is eliminated with the water level reduced to 26 feet (note the District's typical operating high-water elevation is 23 feet). Under additional hydrodynamic loading during a design level earthquake, the roof design is inadequate to resist and transfer the seismic loading, making it susceptible to damage and/or partial or total collapse. The remaining reservoir elements meet current seismic standards with a water elevation of 26 feet.

- Rehabilitation Recommendations – Replace the existing roof with an aluminum dome roof and adjust the overflow elevation to limit the operating water level. Include appurtenance and site upgrades as recommended in the 2018 Water Master Plan and identified by staff.

In performing the Four Reservoirs Seismic and Structural Analysis, Murraysmith has a unique understanding of Deodar Reservoir's deficiencies and rehabilitation requirements; staff is proposing to retain Murraysmith on a sole source basis to perform the design. Staff has met with Murraysmith at the reservoir site to identify and confirm other improvement needs, including reservoir access road resurfacing, grading and drainage repairs, security and staff safety improvements, yard piping condition assessment, and electrical repairs. Murraysmith's scope of work includes addressing and designing all of the identified improvements.

ATTACHMENTS:

- Vicinity and Site Map
- Murraysmith Visual Condition Assessment – Deodar Reservoir
- Scope of Work

# DEODAR RESERVOIR

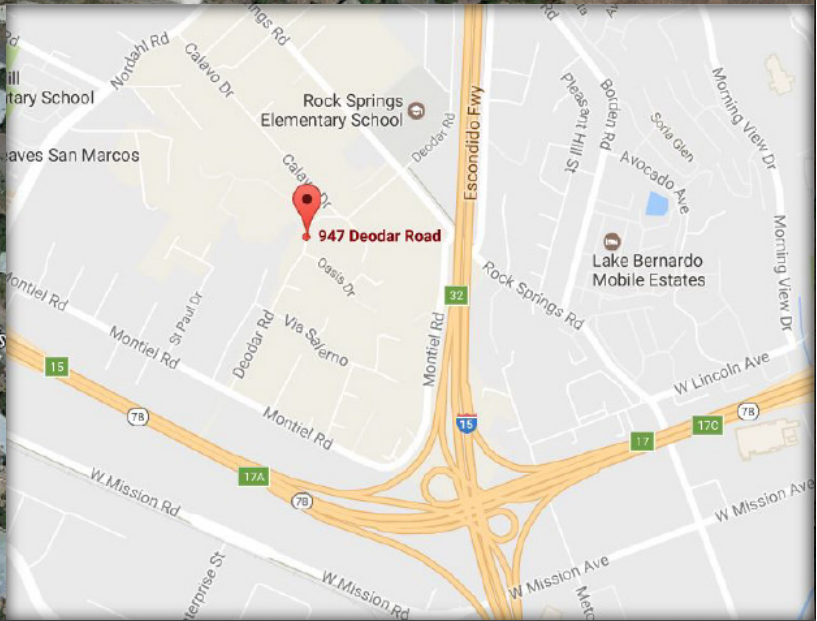
SITE AND VICINITY MAP

DEODAR RESERVOIR

Google Earth



800 ft



## 4.4 Deodar Reservoir

PSE performed the first inspection of Deodar Reservoir on May 20<sup>th</sup>, 2020. The reservoir was full at the time and the inspection was performed from an inflatable raft to observe the interior condition of the roof framing. PSE also performed a second inspection of Deodar Reservoir on May 27<sup>th</sup>, 2020. The reservoir was drained/dry at the time of the second inspection.

### 4.4.1 Exterior Backfill

Exterior measurements estimated a backfill range of approximately 11'-2" inches to approximately 20'-8" +/- 6 inches around the reservoir. The reservoir is located on a sloped site, and can be accessed via private road that adjoins Deodar Road in Escondido, California.

### 4.4.2 Roof Exterior

In general, the roof top surface and center vent was noted to be in fair condition. Isolated damage/denting of the aluminum roof decking was noted. This damage is likely due to routine use by District staff indicating the support conditions and strength of decking is under designed for operational use. Corroded deck fasteners were noted throughout the roof structure. In addition, at ridge seams, elongated, missing, and/or sheared fasteners (see Photograph 52) were observed indicating damage due to thermal expansion of the aluminum deck.

At the drain channels, a build up of debris has formed at the perimeter ends which has allowed for growth of plant life and is impeding the drainage of the roof (see Photograph 53). In its observed condition, the drain can be expected to overflow during times of heavy rainfall, allowing for water intrusion of the exterior portions of the valley glulam beams (shown later in the report). We understand that shortly after PSE's site visit, leaves and debris were cleaned out of the drain channels. In addition, light was observed at deck seams from the interior (see Photograph 54), indicating weatherproofing and water quality concerns.



### 4.4.3 Roof Framing (interior)

Per the original roof system specification "all wooden roofing and roof framing material, including rafters, glue laminated beams and plywood, shall be pressure treated with pentachlorophenol". This could not be verified based on visual observations, however the use of this preservative, while common during the era of original construction, is not permitted per current design and water quality standards.

#### 4.4.3.1 Ridge Glulam Beams

In general, the roof ridge beams as observed from the interior of the reservoir appeared in good condition. Minor water staining of the beam and CMU wall was observed (see Photograph 55) but overall the ridge beam and ridge beam connectors were noted to be in better condition than the valley and lateral Beams (described below).



#### 4.4.3.2 Valley Glulam Beams

In general, the roof valley beams as observed from the interior of the reservoir appeared in fair condition. Water staining was observed and appeared to get progressively more severe moving from the center column to exterior wall (see Photograph 56), indicating potential drainage and/or ventilation concerns. Minor delamination was observed at the valley beams but appears to mostly be present near the wall (see Photograph 57). In some cases, it appears the laminations were strengthened by means of epoxy injection (see Photograph 58). Moisture readings of the valley beams typically ranged from 13% - 18% with the exception of the valley beam east of the entry hatch opening which, measured a moisture content of approximately 23%. While probing the beams with an awl during the full/wet inspection, the wood that could be accessed was noted to be competent.



#### 4.4.3.3 Lateral Glulam Beams

In general, the roof lateral beams as observed from the interior of the reservoir appeared in fair condition. Water staining was observed primarily at rafter intersections and appeared to get progressively more severe moving from ridge to valley (see Photograph 59), indicating potential drainage and/or ventilation concerns. Lateral beam hardware and connections appeared in generally good condition. However, minor

deterioration was noted at some of the lateral beam hardware (see Photograph 60). Minor delamination was observed at the valley beams. In some cases, it appears the laminations were strengthened by means of epoxy injection (see Photograph 61). Moisture reading taken of lateral beams ranged from 14% - 25%.



#### 4.4.3.4 Rafters

In general, the roof rafters as observed from the interior of the reservoir appeared in poor to fair condition. Due to the limitations of the wet/full inspection, we were unable to closely examine the condition of all the existing rafters. Water staining and deterioration was observed and appeared to be concentrated at laps above lateral beams (see Photograph 62). Rafter hardware and connections appeared in generally poor conditions with moderate deterioration noted at most connections (see Photograph 63). In some extreme cases the hardware and connections have failed completely (see Photograph 64).



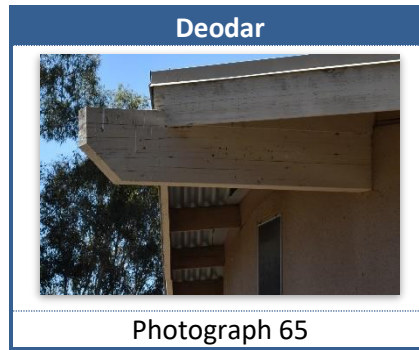
#### 4.4.4 Roof Framing (Exterior)

Close up physical observations of the exterior roof framing were limited to areas that could be safely and easily accessed with an extension ladder.

##### 4.4.4.1 Ridge Glulam Beams

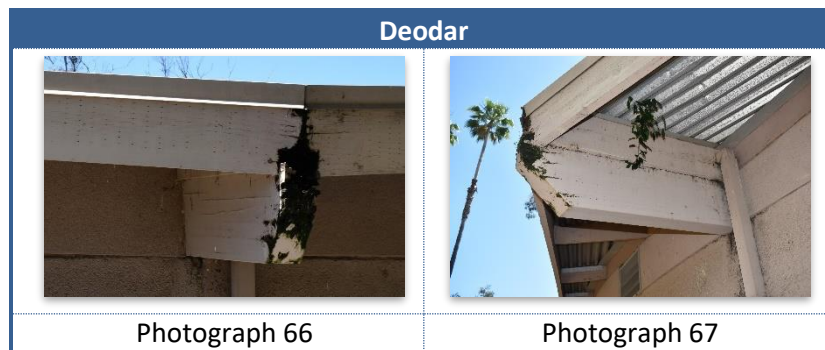
In general, the roof ridge beams as observed from the exterior of the reservoir appeared in fair condition. Checks and delamination were noted (see Photograph 65), but no visual signs of overstress were observed.





#### 4.4.4.2 Valley Glulam Beams

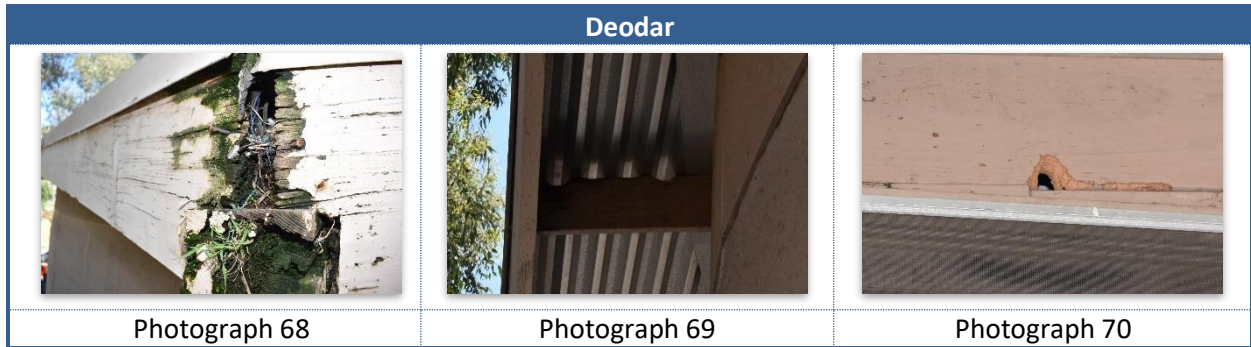
In general, the roof valley beams as observed from the exterior of the reservoir appeared in serious to poor condition. The beam ends were observed to show signs of severe deterioration with active moisture and algae growth (see Photograph 66). When probed with a scratch awl, the beam ends were noted to be very soft, allowing the awl to penetrate in excess of 1-inch. In addition, moisture readings were measured to be in excess of 39% at the beam ends. This appears to be a result of the poor drain design mentioned earlier in this report. The beams were determined to be in fair condition approximately 1-foot from the ends based on probing and moisture readings of less than 19%. However, the top surface of the glulam beam that supports the drains was not able to be observed due to the presence of wood framing (see Photograph 67) and this area may be subject to similar damage as observed at the beam ends based upon the drainage design. It was noted that the downspouts are located at the reservoir face, interior from the ends of the valleys, so the overhang portions of the valley gutter do not have any method to allow it to drain without overflowing over the end of the beam or along the length of the gutter channel. It is probable that areas of additional damage may be hidden along the top of this valley beam overhang that cannot be observed without removing the roofing in this area.



#### 4.4.4.3 Exterior Framing

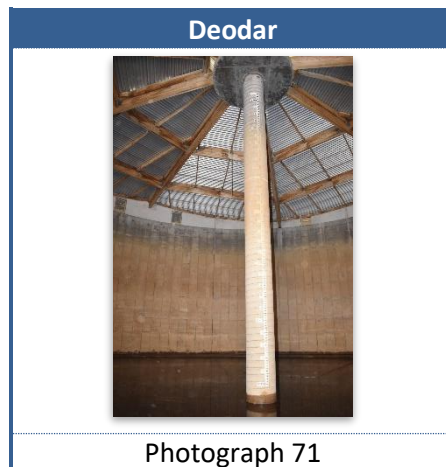
In general, the roof framing as observed from the exterior of the Reservoir appeared in poor condition with the exception of where the rim boards bear on the valley beams where signs of severe deterioration with active moisture and algae growth were observed (see Photograph 68), likely a result of the poor drain design mentioned earlier in this report. In addition, minor to moderate deterioration was noted at the overlook framing in contact with the aluminum deck (see Photograph 69). Damage at the reservoir wall

blocking was also observed from what appears to be a result of termites or local wildlife (see Photograph 70).



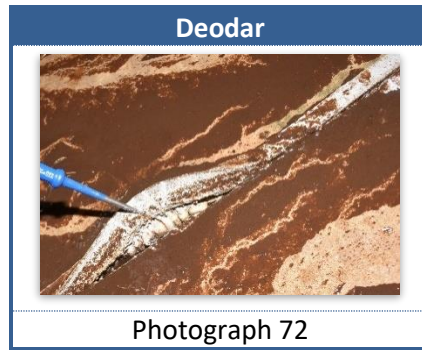
#### 4.4.5 Column

The column was confirmed to be 30" in diameter as indicated in the historical drawings. Based on observations made during the inspection, the column appears in generally good condition (see Photograph 71).



#### 4.4.6 Slab Floor

Based on observations made during the inspection, the base slab appears in generally good condition. However, it was noted that the slab joint filler was protruding from the joints and has likely reached the end of its useful life (see Photograph 72).



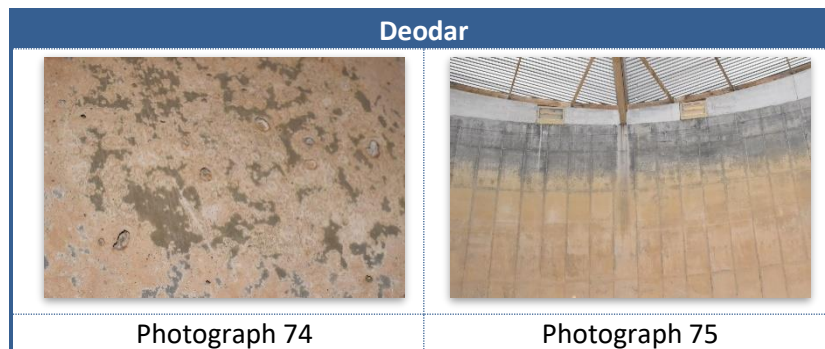
#### 4.4.7 Concrete Masonry Unit (CMU) Walls

The CMU walls were noted to be in generally good condition. Surface staining from the interior (see Photograph 73) was noted, indicating potential drainage and/or ventilation concerns of the roof framing.



#### 4.4.8 Reservoir Walls (interior)

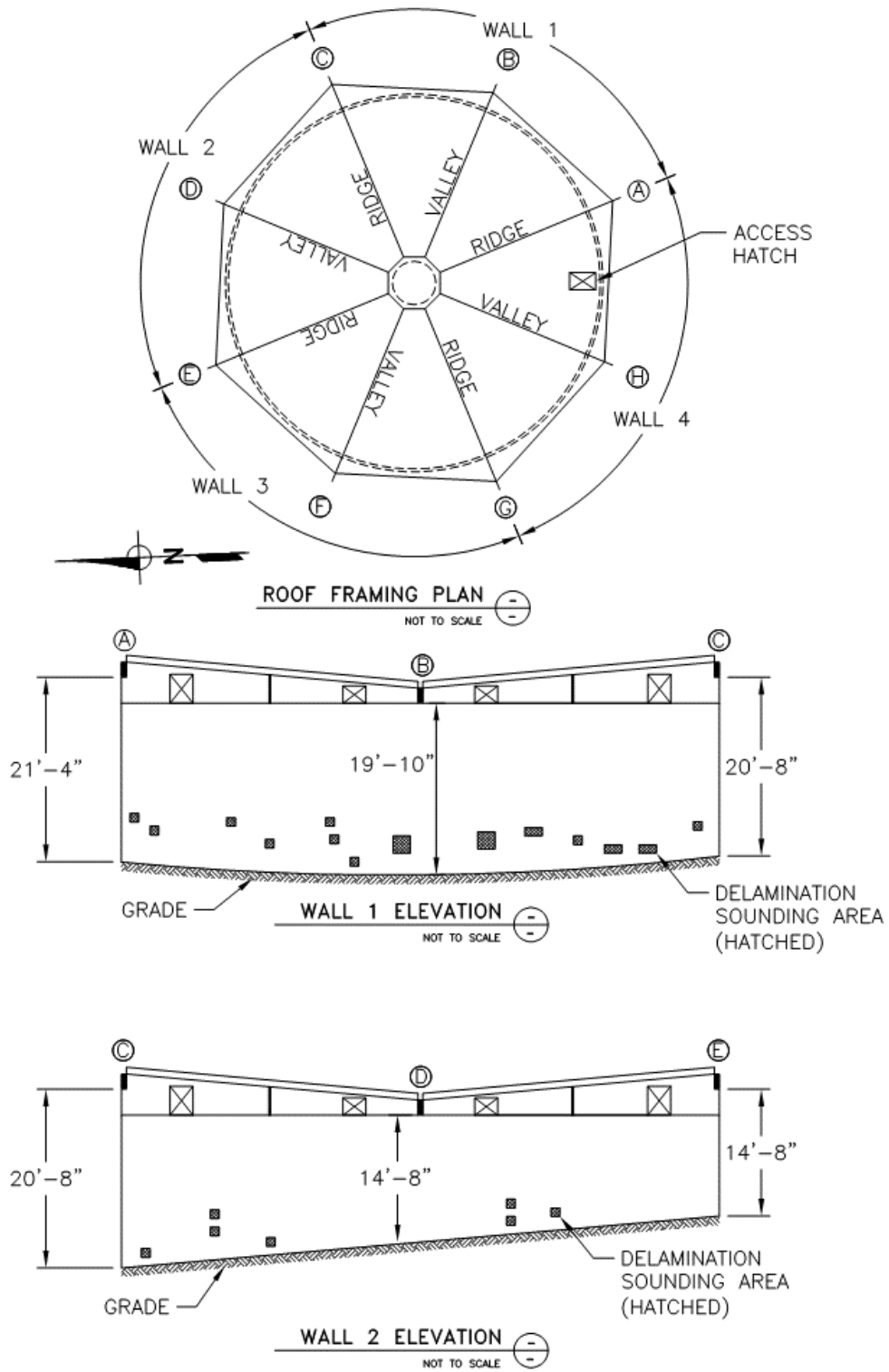
The prestressed concrete core wall was observed from the interior and was determined to be in generally good condition. Areas of pitting/bug holes (see Photograph 74) were noted during the drained inspection. In addition, water staining was noted below valley beams (see Photograph 75), indicating potential drainage and/or ventilation concerns of the roof framing.

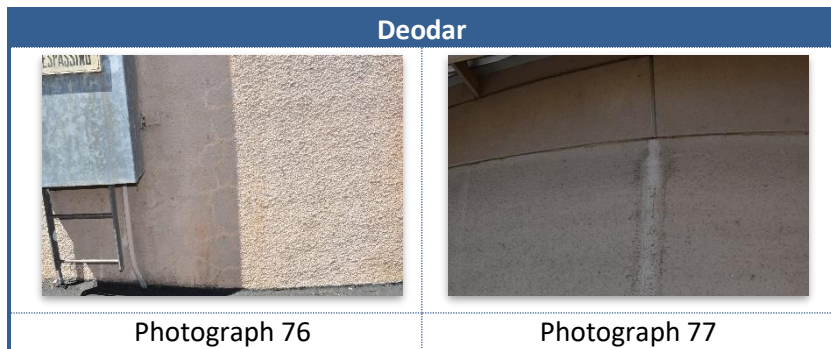
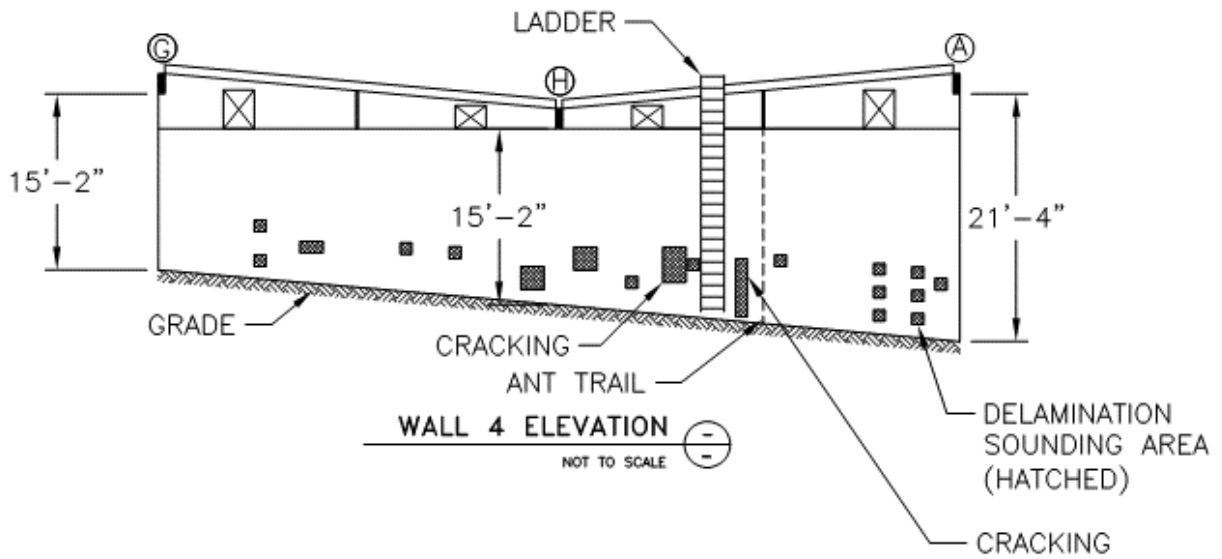
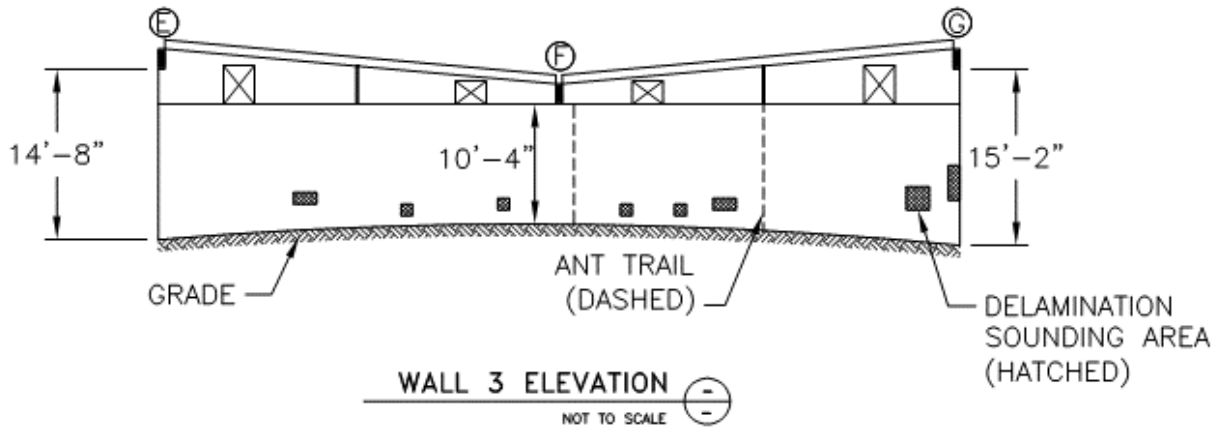


#### 4.4.9 Reservoir Walls (exterior)

The exterior gunite wall layer was visually inspected and the bottom 7-feet sounded with a rock hammer during the drained/dry inspection of Deodar and was noted to be in generally fair condition. “Hollow” sounding areas (which identify possible gunite delamination and/or spalling that could allow water intrusion and corrosion of the circumferential prestressing wire) were noted throughout the reservoir and were observed more frequently on the south-east quadrant of the reservoir (see Figure 4-1). Additionally, minor surface cracking (see Photograph 76) was noted at some of the hollow sounding areas. Based on experience with structures of similar age and construction, the sounding results indicated that delamination has likely occurred between gunite layers and has not progressed to the prestressed galvanized strands. This delamination is likely a result of temperature expansion and contraction of the gunite and/or the result of initial imperfections during the gunite application. Delamination that is present at the prestressing material typically materializes in more significant spalling of the gunite than was observed at Deodar. Additionally, such extent of delamination is typically results in more pronounced hollow sounds when struck with a hammer. Full height vertical ant trails were noted along the wall, indicating a potential infestation of organisms that could affect the quality of the reservoir’s contents. Additionally concrete staining below CMU expansion joints (see Photograph 77) was observed indicating a potential ventilation and/or drainage concern.

Figure 4-1: Deodar Reservoir Sounding Map










#### 4.4.10 Appurtenances

Based on our observations, the condition of appurtenances varied but was noted to be in generally fair conditions. While inside the reservoir during the dry/drain inspection, moderate surface deterioration

and what appeared to be previous repair work of the overflow pipe was observed (see Photograph 78). Cathodic protection has been installed to control the corrosion of the overflow pipe and other metal surfaces and we understand new anodes were to be installed following our inspection. The overflow pipe was noted to be braced near the base slab. As the base slab is seismically isolated from the tank walls, this bracing condition could result in damage to the overflow pipe if the flexible coupling joint can't accommodate the imposed seismic deflections in a large seismic event which could significantly limit the capacity or results in the loss of the full storage capacity of the reservoir in immediate post-earthquake applications. Other metal surfaces had been coated with a protective layer (see Photograph 79), obstructing the condition of these elements. With the exception of these items, the internal appurtenances appeared in generally fair condition with some minor surface corrosion noted (see Photograph 80). Valves in the valve pit are in good condition. The sacrificial anodes appear to be working well in minimizing corrosion of the valves (see Photograph 81). The exterior appurtenances were found to be in generally good condition. No separation or failure of the elements were noted during the site observation, and coatings appeared intact. Minor corrosion blooms and rusting were noted at the fixed ladder (see Photograph 82).

Deodar		
		
Photograph 78	Photograph 79	Photograph 80
		
Photograph 81	Photograph 82	



## **Scope of Work - Deodar Reservoir Improvements Design**

The following work tasks are proposed:

### **Task 1 – Project Management**

This task includes staff management, subconsultant coordination, meetings, invoicing, budgeting, scheduling, and communication with the District. It is assumed that up to six project coordination meetings with the District will be necessary.

### **Task 2 – Site Visits and Data Collection**

The scope of work assumes that MurraySmith will make up to four site visits.

### **Task 3 – Surveying**

MurraySmith proposes to subcontract surveying services to Right-of-Way Engineering in Oceanside, California. Right-of-Way Engineering will conduct a detailed boundary survey for the reservoir parcel (APN: 228-110-20) including setting parcel corners and filing a record of survey with the County of San Diego. Additional tasks included are conventional field topography covering the reservoir parcel, extending 20' beyond the parcel boundaries, title report covering the reservoir parcel, base map in AutoCAD with a digital terrain model, and plotting of boundary and existing easement locations. Specific surveying scope details are as follows:

- a. Research record maps and deeds at the County of San Diego to establish the reservoir, adjacent parcels, access road parcels and existing easement locations.
- b. Field survey locating existing survey monuments required to precisely determine the boundaries of the reservoir parcel, adjacent parcels, and existing easement. Includes all monuments that may be destroyed by construction on the reservoir parcel.
- c. Licensed Land Surveyor review and calculations of found monuments, deeds, maps, and other title documents.
- d. Prepare and file with the County of San Diego a Record of Survey documenting the surveyed boundary for APN: 228-110-20 in compliance with the Land Surveyor's Act.
- e. County filing fees, research fees, title report with hyperlinked cost documents, survey monuments.
- f. Set property corners, 2" iron pipe with brass tag, or brass tag in concrete at all corners of APN: 228-110-20.
- g. Establish NAD 83 horizontal control and NGVD 29 vertical control on the project site.
- h. Field topography covering the reservoir parcel, extending 20' beyond the parcel boundaries.
- i. Prepare topographic base map in AutoCAD at 1"=20' with 1' contours, DTM, parcel boundary, existing easement locations, and existing survey monuments within and adjacent to APN: 228-110-20.
- j. Licensed Land Surveyor supervision and coordination.



#### **Task 4 – Geotechnical Investigation**

The geotechnical scope of work from subconsultant Group Delta consists of a subsurface investigation with hollow-stem auger borings, geotechnical laboratory testing, a geotechnical report preparation, and preparation of asbestos handling specifications for the construction bid package. The purpose of the subsurface investigation is to obtain the necessary soil parameters for design of the new retaining wall.

The details of the geotechnical investigation can be found in the attached Exhibit D.

#### **Task 5 –Roof Alternatives Memorandum**

Peterson Structural will prepare a Technical Memorandum (3-4 pages) summarizing the structural advantages, disadvantages, and probable cost of two options: a self-supporting aluminum dome roof and a low-profile aluminum dome supported by a center column and make a recommendation for the District's consideration.

#### **Task 6 -- Final Design for Reservoir**

Murraysmith and its subconsultants will deliver 60%, 90%, Check Set, and Final Design Documents to the District. Based on previous recommendations in the Four Reservoirs Seismic and Structural Analysis and discussions with the District, the components of work will consist of the following:

- a. **Reservoir Roof Replacement:** Full replacement of the existing reservoir roof with an aluminum domed roof, either self-supported or column supported.
- b. **Reservoir Center Column:** Structural modifications to the existing concrete center column of the reservoir to accommodate the new roof, if the center column supported roof option is recommended. If the self-supporting roof option is recommended, demolition plans and details will be provided for removing the center column.
- c. **Reservoir Perimeter Road:** Grading, widening, and repaving of the existing circular asphalt perimeter road surrounding the reservoir, including ribbon gutters, to accommodate vehicles around the relocated reservoir access and new exterior stairs.
- d. **Access Roads:** Repair and re-paving the private reservoir access road extending for approximately 900 feet eastward to its terminus at Deodar Road, and re-pave the existing asphalt road extending southward from the reservoir gate to the existing hydropneumatic pump station. Optional design is to lay a geotextile fabric over the road, place a tack coat, and then complete an overlay.
- e. **Retaining Wall:** A new retaining wall on a portion of the west perimeter and north perimeter of the existing reservoir footprint, consisting of a maximum of 100 linear feet of retaining wall with a height up to 10 feet. Exact retaining wall dimensions and wall type will be determined during final design after the survey is completed and the geotechnical investigation is conducted. Appropriate drainage details will be provided for retaining walls including necessary v-ditches and wall footing drains. Additionally, design of minor repairs and repainting the existing retaining wall near the reservoir entrance gate will be provided.
- f. **Reservoir Overflow Pipe:** Replace the corroding overflow to meet structural requirements described in the September 2020 Report.
- g. **Reservoir Stairs and Access Hatch:** New exterior and interior reservoir access stairs, reservoir roof personnel access hatch, and reservoir roof equipment access hatch on the west edge of the reservoir. The scope includes design of OSHA-compliant handrails.

- h. **Reservoir Ladder Demolition:** Removal of existing interior and exterior ladders.
- i. **Gate and Perimeter Fence:** New double-leaf swing gate at the reservoir and perimeter security fence around entire reservoir site, hydropneumatic pump station, and new stair landing at the west edge of the reservoir.
- j. **Conduit Replacement:** Up to six new small-diameter buried conduits between the existing transformer/meter and the south edge of the reservoir and re-constitute the broken CP panel currently laying on the ground at the south edge of the reservoir.
- k. **Tank Sacrificial Anodes:** Replacement in-kind of existing sacrificial anodes and lead wires inside reservoir. Design and details will be based on District's standards.
- l. **Reservoir Interior Valve Replacement:** Replace existing 16-inch inlet/outlet butterfly valve and 6-inch reservoir drain butterfly valve with new butterfly valves, either ductile iron or stainless as determined during final design. Replace existing 10-inch inlet flap gate with a rubber duckbill-style inlet check valve.
- m. **Reservoir Exterior Painting:** Paint reservoir exterior.
- n. **Reservoir Washdown Piping:** Replace and re-route if necessary up to 100 linear feet of 2-1/2-inch reservoir wash-down piping; replace with existing diameter or upsize diameter to 4-inch as determined during final design.
- o. **Tree Removal and Stump Grinding** at up to 15 tree or stump locations.
- p. **Install New Sealant at Reservoir Slab Joints**

Task 6 includes preparation of an Engineer's Opinion of Probable Cost at the 60%, 90%, and Final Submittals. The cost estimate will be arranged by Bid Item, but it will not be organized according to CSI spec section.

Specifications will be prepared in CSI format, and the design team will use either the 5-digit or 6-digit CSI spec numbering system, as determined by District preference. District standards will be referenced where applicable.

#### **Task 7 – Final Design for Reservoir Access Road**

This task includes the final design of the re-paving of the reservoir access road at the 60%, 90%, Check Set, and Final submittals. For a specific description of the extents of this work, see the "Clarifications and Exclusions" section of this proposal.

#### **Task 8 – Landscaping and Irrigation Design**

Murraysmith will provide an irrigation plan with single-line piping and valve/sprinkler symbology. Murraysmith will also provide a planting plan showing up to three plant or tree species chosen in discussion with the District. Landscaping will be provided at the reservoir site but not along the reservoir access road. Requirements for plant establishment period based on District requirements to be provided.

#### **Task 9 – Asbestos Handling Specs**

Asbestos handling specs will be prepared by Group Delta for inclusion by Murraysmith in the construction bid package (see Exhibit D attached to this proposal).

#### **Task 10 – Bid Phase Services**

Murraysmith and its subconsultants will answer up to 20 Bid Phase Requests for Information, prepare bid-phase addenda, and evaluate bids received.

**Task 11 -- Camera Inspection of Existing Steel Pipes Connected to Reservoir**

This task includes a CCTV inspection performed by Downstream Services of the following pipes:

- a. 12-inch steel overflow piping: 130 linear feet
- b. 10-inch steel inlet piping: 150 lf
- c. 16-inch steel inlet/outlet piping: 155 lf
- d. 6-inch steel drain piping: 65 lf

The piping inspection results will be expressed in an inspection report by Downstream Services using NASSCO PACP standards and codes.

The scope for Task 11 assumes that the District will provide on-site operators before and during the camera inspection to dispose of water, drain pipes, operate valves, and provide flushing or clean-out water if necessary from a nearby hydrant or other pressurized water source. If the camera becomes lodged in the line, Downstream Services will charge additional fees on a time and materials basis for camera removal.

Downstream will insert their camera equipment from inside the reservoir during a District-scheduled reservoir shutdown. The CCTV inspection will utilize a mainline tractor RST camera for the 16-inch pipe and a push camera for the other pipes (6-inch, 10-inch, and 12-inch). The District will provide a minimum 8-inch diameter hole in the overflow pipe for push camera access. Downstream will attempt to send the mainline tractor RST camera past the 16-inch butterfly valve in the vault at the bottom of the hill, only if deemed feasible by Downstream as determined in the field upon arrival. It is not guaranteed that Downstream will be able to provide camera access to the 8"/10" inlet pipe south of the valve vault and the 16-inch inlet-outlet pipe south of the valve vault, although their scope includes inspecting this pipe if sufficient access points are identified.

Downstream Services' scope and fee is shown in the attached Exhibit 'E'.

**Clarifications and Exclusions**

**Environmental:** The scope of work does not include CEQA or environmental permitting.

**Access Roadway Design and Stormwater Handling:**

The access road design shown only as a plan view delineation of the areal extents of paving, with the paving work itself to be described in text format only, to the existing lines and grades.

Murraysmith will provide an estimate for areas of dig-out and subgrade replacement; this estimate will be provided based on a visual-only inspection of the roadway surface. Bid Form provisions for additional subgrade replacement as needed during construction can also be included in the front end specifications.

The scope of work does not include stormwater analysis, runoff calculations, or drainage improvement design.

**Electrical and Instrumentation Work:** The extent of electrical and instrumentation work is limited to showing and specifying the size and number of new conduit designated by District staff for power and control between the site transformer location and the reservoir. The scope assumes that Murraysmith will show

approximately four to six new conduits running between the south edge of the reservoir and the transformer/meter area located south of the reservoir. The scope of work does not include the design of any wiring, with the exception of standard cathodic protection wiring shown on agency standard details approved by the District. Conduit burial and/or duct bank details from agency standards can be shown on the plans, if necessary, with District staff recommending which standard agency details should be used. The level of detail for conduit design will conform to the level of detail in sample Sheet C-7 from the HB Reservoir design provided by the District.

**Cathodic Protection:** Cathodic protection updates in this scope of work are limited to replacement in kind of existing anodes without modifications to existing wiring and without re-wiring, with the exception of wiring that is shown on agency standard details approved by the District. The scope assumes that Murraysmith will reference a District-approved agency standard detail for re-constitution of the existing cathodic protection panel that was knocked down on the south perimeter of the reservoir, if it is determined by District staff that the panel is still needed.

**Pipe Replacement Design—Optional Task ‘A’:** For the specific steel pipes identified in the Task 10 description above, Murraysmith can design the replacement piping and ancillary valves, in the event that the pipe CCTV inspection shows that the pipe condition warrants full pipe replacement. The additional Optional Task fee for this service is shown in the attached Fee Exhibit ‘A’. It is assumed that piping and valves will be designed for replacement with identical alignments, diameters, and valve types and configuration. It is also assumed that the existing concrete valve vault next to the hydropneumatic pump station will be preserved for continuing use.

**Drawing and Spec Deliverables** will be pdf electronic-only files, except Final Design deliverables which include the pdf deliverables plus four 22" x 34" full size drawings, four 11" x 17" drawing sets, and four bound paper copies of the specifications. The District will provide the Front End specification boilerplate template preferred by the District, with front end modifications specific to this project prepared by Murraysmith and its subconsultants. The scope of work does not include preparation of record drawings and preparation of a conformed set of drawings and specs.

## **Schedule**

The estimated schedule for this design work is shown in Exhibit F.

## **Fee**

Murraysmith proposes to perform these services for a time-and-materials, not-to-exceed fee of \$239,668. The breakdown for this fee is shown in the attached Exhibit A. The fee for Optional Task ‘A’ is shown separately below the baseline total and is not included in the \$239,668 base fee. Markup on subcontracted work is 5%.

### **Attachments:**

- Exhibit A – Fee Spreadsheet
- Exhibit B – Peterson Structural Proposal
- Exhibit C – Right-of-Way Surveying Proposal
- Exhibit D – Group Delta Geotechnical and Asbestos Removal Specs Proposal
- Exhibit E – Downstream Services CCTV Inspection Proposal
- Exhibit F – Project Schedule

# EXHIBIT A

Vista Irrigation District  
Deodar Reservoir Improvements Design  
10/18/2021 Fee Estimate for Engineering Design Services  
Murraysmith, Inc.

Task	Description	Murraysmith											Sub-consultants					Other Costs		Total Project Fee Estimate
		(M. Hickey)	(J. Thayer)				(A. McNamee)	(K. Rathbun)				Total	Geotechnical/ Hazardous Materials (Group Delta)	Structural (Peterson)	Downstream Services (CCTV Inspection)	Surveying (Right-of-Way)	Total	Subs		
		QA-QC \$260	PM \$250	Senior Road Engineer \$250	Associate Road Engineer \$210	Assistant 2 Road Engineer \$180	Project Engineer \$165	Engineering Designer \$155	Technician IV \$165	Technician II \$130	Admin \$110	Murraysmith Fee					Subs Fee	Markup @5%	Repro- duction	
<b>1</b>	<b>Project Management</b>																			
	1.1 Meetings	12	12				12	6				\$9,030		\$2,200			\$2,200	\$110		\$11,340
	1.2 Project Management, Administration, Invoicing, Reporting, and Scheduling		26								10	\$7,600								\$7,600
	1.3 Quality Assurance and Quality Control	22										\$5,720		\$3,000			\$3,000	\$150		\$8,870
	<b>SUBTOTAL: Task 1</b>	<b>34</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$22,350</b>	<b>\$0</b>	<b>\$5,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,200</b>	<b>\$260</b>	<b>\$0</b>	<b>\$27,810</b>
<b>2</b>	<b>Site Visits and Data Collection</b>																			
			8				8	8				\$4,560		\$2,400			\$2,400	\$120		\$7,080
	<b>SUBTOTAL: Task 2</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$4,560</b>	<b>\$0</b>	<b>\$2,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,400</b>	<b>\$120</b>	<b>\$0</b>	<b>\$7,080</b>
<b>3</b>	<b>Surveying</b>																			
			4						4			\$1,660				\$34,670	\$34,670	\$1,734		\$38,064
	<b>SUBTOTAL: Task 3</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>\$1,660</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,670</b>	<b>\$34,670</b>	<b>\$1,734</b>	<b>\$0</b>	<b>\$38,064</b>
<b>4</b>	<b>Geotechnical Investigation</b>																			
			4									\$1,000	\$12,875	\$600			\$13,475	\$674		\$15,149
	<b>SUBTOTAL: Task 4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,000</b>	<b>\$12,875</b>	<b>\$600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,475</b>	<b>\$674</b>	<b>\$0</b>	<b>\$15,149</b>
<b>5</b>	<b>Roof Alternatives Memorandum</b>																			
		2	4									\$1,520		\$3,745			\$3,745	\$187		\$5,452
	<b>SUBTOTAL: Task 5</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,520</b>	<b>\$0</b>	<b>\$3,745</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,745</b>	<b>\$187</b>	<b>\$0</b>	<b>\$5,452</b>
<b>6</b>	<b>Final Design for Reservoir</b>																			
		4	36				132	62	50	100	20	\$64,880		\$33,435			\$33,435	\$1,672	200	\$100,187
	<b>SUBTOTAL: Task 6</b>	<b>4</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>132</b>	<b>62</b>	<b>50</b>	<b>100</b>	<b>20</b>	<b>\$64,880</b>	<b>\$0</b>	<b>\$33,435</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,435</b>	<b>\$1,672</b>	<b>\$200</b>	<b>\$100,187</b>
<b>7</b>	<b>Final Design for Access Road</b>																			
		4	2	10	16	28						\$12,440								\$12,440
	<b>SUBTOTAL: Task 7</b>	<b>4</b>	<b>2</b>	<b>10</b>	<b>16</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$12,440</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,440</b>
<b>8</b>	<b>Landscaping and Irrigation Design</b>																			
			2						76			\$13,040								\$13,040
	<b>SUBTOTAL: Task 8</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>\$13,040</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,040</b>
<b>9</b>	<b>Asbestos Handling Specs</b>																			
			4								2	\$1,220	\$2,400				\$2,400	\$120		\$3,740
	<b>SUBTOTAL: Task 9</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$1,220</b>	<b>\$2,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,400</b>	<b>\$120</b>	<b>\$0</b>	<b>\$3,740</b>
<b>10</b>	<b>Bid Phase Services</b>																			
			6				12	4	4	12	4	\$6,760		\$2,200			\$2,200	\$110		\$9,070
	<b>SUBTOTAL: Task 10</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>4</b>	<b>4</b>	<b>12</b>	<b>4</b>	<b>\$6,760</b>	<b>\$0</b>	<b>\$2,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,200</b>	<b>\$110</b>	<b>\$0</b>	<b>\$9,070</b>
<b>11</b>	<b>Camera Inspection of Existing Steel Pipes Connected to Reservoir</b>																			
		1	2					2				\$1,070			\$6,254		\$6,254	\$313		\$7,637
	<b>SUBTOTAL: Task 11</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,070</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,254</b>	<b>\$0</b>	<b>\$6,254</b>	<b>\$313</b>	<b>\$0</b>	<b>\$7,637</b>
<b>Total - FEE ESTIMATE</b>		<b>45</b>	<b>110</b>	<b>10</b>	<b>16</b>	<b>28</b>	<b>164</b>	<b>82</b>	<b>134</b>	<b>112</b>	<b>36</b>	<b>\$130,500</b>	<b>\$15,275</b>	<b>\$47,580</b>	<b>\$6,254</b>	<b>\$34,670</b>	<b>\$103,779</b>	<b>\$5,189</b>	<b>\$200</b>	<b>\$239,668</b>
<b>OPTIONAL TASK NOT INCLUDED IN BASE FEE:</b>																				
<b>A</b>	Pipe Replacement Design for Buried Overflow, Inlet, Inlet/Outlet and Drain Piping and Valves	4	12				36		12	24		\$15,080		\$1,500			\$1,500	\$75		\$16,655



## EXHIBIT B

**SAN DIEGO OFFICE**  
10650 Treena Street  
Suite 111  
San Diego, CA 92131  
t: 858.842.1674

October 7, 2021

John Thayer, PE  
Murraysmith  
3550 Camino Del Rio North, Suite 112  
San Diego, CA 92108  
(619) 343-2547

Project #: 2103-0027

**RE: Deodar Reservoir Rehabilitation and Improvements – Scope and Fee Proposal – Update 02**

Dear John,

Thank you for the opportunity to provide structural engineering services for design of a roof replacement and various site/reservoir improvements for the existing Vista Irrigation District (District) owned and operated pre-stressed water storage reservoir located at 949 Deodar Rd. in San Marcos, California. Based on previous conversations, PSE understands that you require a pre-design technical memorandum, structural design/construction documents, and bid support.

Based on our understanding, the structural scope of work will include the following:

- Replacement of the existing reservoir roof with an aluminum dome. We understand the District would like to consider a self-supporting aluminum dome or a low profile aluminum dome supported by a center column. Prior to commencement of 60% design, PSE will investigate and provide a technical memorandum summarizing the structural advantages, disadvantages, and probable costs of each option. Once an option has been selected by the District, PSE will generate the structural design and construction documents needed for the roof replacement. The design of the aluminum dome is considered a performance-specification level design. Size, location, and orientation of the roof and roof hatches will be shown in PSE's structural drawings. However, design, fabrication, and erection of the aluminum roof (including platforms and handrails) would be the responsibility of the contractor and roof manufacturer and would be outside PSE's scope of work. PSE will design the connection/anchorage of the roof to the tank and provided the structural design criteria and requirements for the contractor/manufacturer for the design and construction of the roof and roof appurtenances (hatches, vents, etc.) in the project specifications and drawings. In addition, PSE's structural drawings will include a demolition plan outlining the extent of demolition, demolition sequencing recommendations, and surface preparation/sealing and repair of concrete needed for removal of existing structural elements for the roof replacement.
- Design of new galvanized steel exterior stairs. This proposal assumes the new exterior stair structure will be self-supporting with isolated foundations and only connected to the existing reservoir at the roof level.
- Design of new stainless steel or FRP interior stairs.
- Installation of roof handrails near stairs and landing. This proposal assumes the handrails will be speed-rail by Hollaender or a similar manufactured handrail system.

## Update 02

Murraysmith

- Design of Retaining Walls for site improvements. This proposal assumes the retaining walls will be cantilevered retaining walls constructed of reinforced masonry or reinforced concrete.
- Design of repairs to an existing retaining wall. It is our understanding that the repairs needed are considered minor and may require block/mortar replacement and/or sealing, injection, or patching of the wall to mitigate further damage. This proposal assumes wall repairs will be addressed via technical specification and no structural details will be required.
  - Structural analysis or strengthening of the existing retaining wall is excluded from this scope and fee proposal.
- Design of structural supports/braces for a new overflow pipe.
  - Design of the new overflow pipe is excluded from this scope and fee proposal.
- Generation of an engineer's estimate of probable construction costs for structural items (roof, stairs, handrails, retaining walls, etc.).

**Proposed Project Scope**

PSE proposes the following scope of work:

1. **Project Meetings** – Attendance at up to (5) total meetings.
2. **Preliminary Design** – Generation of a stamped technical memorandum summarizing structural advantages, disadvantages, and probable construction costs of (2) aluminum dome replacement options
3. **Structural Drawings and Specifications** – Generate structural 60%, 90%, and 100% bid/construction drawings and specifications for structural scope of work
  - a. 100% bid/construction drawings to be stamped by a California registered Professional Engineer
4. **Structural Calculations** – Generate structural calculations in conformance with the 100% bid/construction drawings for the structural scope of work, stamped and signed by a California registered Professional Engineer.
  - a. Structural Calculations to be submitted at 100% design phase only. However, PSE is happy to provide calculations at each design phase, if needed for an additional fee. If required, please let us know and we will revise the proposal accordingly
5. **Cost Estimates** – Provide support for 60%, 90%, and 100% cost estimates. PSE to provide opinions probable construction costs of structural items only.
6. **Bid Phase Support** – Review and comment/address bid phase RFI's, submittals, and answer contractor/bidder questions (Max. 10 hours)

Items specifically excluded from this proposal include site civil, architectural (including waterproofing and flashing), and mechanical/electrical/plumbing element design and coordination. Permit and construction support are also specifically excluded.

This proposal assumes site specific soil and seismic design parameters will be provided in a geotechnical report. We have assumed that the foundations will be shallow spread footings. We have not included any time or expense for design of deep foundations or piers. If foundation improvements for shallow foundations are not possible and deep foundations are required, we will revise our assumed scope and fees accordingly before proceeding.

**Proposed Fee and Schedule**

**Update 02**

Murraysmith

Based upon the scope above, we have generated a fee estimate of \$47,580 for task items 1-6 above. Additional non-scope expenses will be billed at cost plus 10%. Invoices will be submitted at the end of the month for structural services performed. Should revisions to this scope and fee proposal be affected by pending information or scope changes, we will apprise you of that situation before proceeding. Please note that the fee stated above is based solely on an estimate of the time to be expended to complete the scope items defined above. Changes or additions to the defined scope could result in additional fees. PSE will require an amended PO or alternate client official notification before beginning work on design changes or modifications.

The above proposal has been generated assuming that the structural engineering services are to be initiated within a six-month period from the proposal date and substantially completed within twelve months of the proposal date. If the schedule of work exceeds the projected time, we reserve the right to revise our fee estimate accordingly.

Thank you again for including us and we look forward to working with you on this project. Please call if you have any questions.

Sincerely,

Peterson Structural Engineers, Inc.



Joe Wendt, PE  
PSE Project Manager

Sent via email to John Thayer on 10/7/2021 <[john.thayer@murraysmith.us](mailto:john.thayer@murraysmith.us)>



# EXHIBIT B

## PETERSON STRUCTURAL ENGINEERS

### *2021 Hourly Rates*

<b>Principal-in-Charge</b>	<b>\$232</b>
<b>Associate / Senior Structural Engineer</b>	<b>\$203</b>
<b>Project Manager</b>	<b>\$185</b>
<b>Staff Structural Designer</b>	<b>\$162</b>
<b>Administrative / Drafting</b>	<b>\$128</b>

- *Vehicle mileage will be billed at current U.S. General Services Administration allowable rates and periodically adjusted according to federal updates*
- *Direct expenses will be billed at cost plus 10%*

# Right-Of-Way Engineering Services, Inc.

## Land Surveying



September 7, 2021

Mr. John Thayer, PE  
Murraysmith  
3550 Camino Del Rio North, Suite 112  
San Diego, CA 92108

Project: Topographic survey, boundary and easement plotting on VID's Deodar Reservoir parcel (APN:228-110-20)

Mr. Thayer,

Per your request, I have prepared a scope of work and related fees to conduct a detailed boundary survey for the reservoir parcel (APN: 228-110-20) including setting parcel corners and filing a record of survey with the county of San Diego. Additional tasks included are conventional field topography covering the reservoir parcel, extending 20' beyond the parcel boundaries, title report covering the reservoir parcel, base map in AutoCAD with DTM, boundary and existing easement locations plotted.

### Scope of work

Task	Hours	Cost
1. Research record maps and deeds at the County of San Diego to establish the reservoir, adjacent parcels, and existing easement locations.	6.0	\$720.00
2. Field survey locating existing survey monuments required to precisely determine the boundaries of the reservoir parcel, adjacent parcels and existing easement. Including all monuments that may be destroyed by construction on the reservoir parcel.	36.0	\$8,100.00
3. Licensed Land Surveyor review and calculations of found monuments, deeds, maps and other title documents.	32.0	\$4,480.00
4. Prepare and file with the county of San Diego a Record of Survey documenting the surveyed boundary for APN: 228-110-20 in compliance with the land surveyor's act.	32.0	\$3,840.00
5. County filing fees, research fees, title report with hyperlinked documents, survey monuments.	cost +5%	\$2,500.00
6. Set property corners, 2" iron pipe with brass tag, or brass tag in concrete at all corners of APN: 228-110-20.	10.0	\$2,250.00
7. Establish NAD 83 horizontal control and NGVD 29 vertical control on the project site.	8.0	\$1,800.00
8. Field topography covering the reservoir parcel, extending 20' beyond the parcel boundaries.	28.0	\$6,300.00
9. Prepare topographic base map in AutoCAD at 1"=20' with 1' contours, DTM, parcel boundary, existing easement locations and existing survey monuments within and adjacent to APN: 228-110-20.	32.0	\$3,840.00
10. Licensed Land Surveyor supervision and coordination	6.0	\$840.00
<b>Total (time and materials)</b>		<b>\$34,670.00</b>

Schedule: Based on our current commitments, title report, research, topography and an approximate boundary could be delivered within 6 to 8 weeks of NTP (excluding holiday weeks, Thanksgiving week, Christmas week and New Years week). Our record of survey would be submitted to the county for initial review within an additional 4 weeks. County review times vary, currently in excess of 2 months. Final monuments will be set when the county requests Mylars of the Record of Survey.

Thank you for the opportunity to propose on this project.

Sincerely,  
Right-of-Way Engineering Services, Inc.

A handwritten signature in black ink, appearing to read "Michael Schlumpberger", is written over a light gray rectangular background.

Michael Schlumpberger  
President



September 13, 2021

Murraysmith  
3550 Camino Del Rio North, Suite 112  
San Diego, CA 92108

Attention: Mr. John Thayer, P.E.

**SUBJECT: Proposal for Geotechnical and Hazardous Material Services  
Deodar Reservoir, 947 Deodar Road, San Marcos  
Vista Irrigation District  
Vista, California**

Dear Mr. Thayer:

Per your request, Group Delta Consultants, Inc. (Group Delta) is pleased to submit this proposal to prepare a geotechnical investigation report and asbestos abatement specifications for the proposed Deodar reservoir improvements for Vista Irrigation District. We have based our understanding of the project on our previous experience working at the Deodar reservoir and our conversations with you.

### **BACKGROUND**

Deodar reservoir is an 88-foot diameter concrete tank constructed into the hillside off Deodar Road in San Marcos. The site slopes to the south and is underlain by decomposed granite at the surface to less weathered granite at depth. Group Delta previously performed a geotechnical investigation and hazardous materials survey to support the seismic and structural evaluation of the Deodar reservoir (Group Delta, 2020).

We understand that Vista Irrigation District is planning to replace the roof at the Deodar reservoir that was built in 1976. In addition, other site improvements are planned that include widening of the perimeter roadway at the north side of the site, construction of a retaining wall, and stair footings. In addition, asbestos was encountered in roofing materials at Deodar reservoir during our screening survey for lead and asbestos, and we understand that asbestos abatement specifications will be needed to support the construction activities.

### **PURPOSE AND SCOPE OF SERVICES**

The purpose of our services will be to provide geotechnical recommendations for design and construction and develop asbestos abatement specifications to guide the abatement contractor. The scope of services is described below.

## **Subsurface Exploration**

We propose one half day of subsurface exploration to complete one hollow stem auger boring in the location of the proposed retaining wall. We will advance the boring to a target depth of 20 feet or refusal (whichever depth is shallower) in the area of the retaining wall.

The field work will consist of the following activities:

- Subcontract with drilling subcontractors.
- Mark out the proposed boring location, call Underground Services Alert, and hire a private utility locating service to help clear boring locations with respect to existing utilities.
- A Group Delta engineer will supervise the field work, log the test boring, and obtain soil samples at vertical depth intervals no greater than about 5-feet. Sampling will consist of bulk samples, modified California sampler and a Standard Penetration Test (SPT) sampler.
- Measure the existing pavement section thicknesses in the locations of the borings.
- Backfill the boring with soil cuttings, and thin spread any excess spoil within earthed surfaced areas of the site. Reinstatement of the drill sites to their prior condition as much as possible; however, some evidence of our field work could remain.

## **Geotechnical Laboratory Testing**

Geotechnical laboratory testing of soil samples will be undertaken to provide data to evaluate pertinent physical and engineering properties. All testing will be completed according to ASTM International standards. The actual laboratory testing program will be determined following completion of the subsurface exploration, but it is expected to include index testing to support soil classification, soil shear strength, and soil corrosivity.

## **Geotechnical Engineering Analyses and Report Preparation**

We will interpret the findings from the subsurface exploration and laboratory testing and conduct geotechnical evaluations and analyses to prepare a geotechnical investigation report with recommendations for design and construction. The report will include a discussion of our findings, as well as recommendations for design of new foundations elements (such as bearing capacity, lateral resistance, foundation type and dimensions, and earth pressures), as well as recommendations for earthwork and grading. The report will also include as figures and appendices: a vicinity map, a site and geology map, exploration logs, and laboratory test data sheets. We will issue a draft report for circulation to the design team and submit a final report following receipt of comments on the draft report. Interim findings and recommendations can be transmitted to your office verbally as needed to expedite the project. Interim information may be confirmed with a follow-up memorandum.

### **Asbestos Abatement Specification Design**

Group Delta will provide technical abatement specification design to remove asbestos-containing materials which may be impacted during the renovation and construction activities. We will review the available as-built plans, hazardous material reports or other available data for the site and will incorporate any pertinent data into our specifications.

### **SCHEDULE**

Group Delta will begin immediately upon receipt of your written authorization. The drilling will require 1 day to complete (once the equipment is available). The draft report of geotechnical investigation can be submitted within three weeks of completing the subsurface exploration.

### **ESTIMATED FEE**

We propose to complete the geotechnical investigation and asbestos abatement specification design for a fixed fee of \$15,275 and invoice monthly on a percent complete basis. We have based our estimate on our current understanding of the project using information provided to us and our knowledge and previous background in the area. The tables below provided estimated fees for geotechnical and hazmat services described in the previous sections:

<b>Item</b>	<b>Estimated Fee</b>
Utility Clearance and Subsurface Exploration	\$ 6,400
Laboratory Testing	\$ 1,475
Engineering Analyses and Report Preparation	\$ 5,000
<b><i>GEOTECHNICAL SERVICES</i></b>	<b>\$ 12,875</b>
Asbestos Abatement Specification Design	\$ 2,400
<b><i>TOTAL DESIGN SERVICES</i></b>	<b>\$ 15,275</b>

We have based this proposal on the following assumptions and limitations:

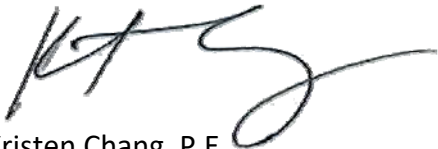
- Site is accessible to field equipment.
- Drilling can be completed within one half day.
- Project is subject to prevailing wage requirements.
- Site exploration will be conducted during normal business hours and weekend, or holiday work will be an additional cost.

- Additional meetings or calls, responding to comments, and geotechnical consultation in addition to the scope of work outlined above will be an additional service to be billed on a time and expense basis according to the attached 2021 Schedule of Fees.

## **CLOSURE**

We appreciate the opportunity to become part of your project team and we look forward to working with you on this project. Group Delta can provide a proposal upon award when additional information, such as a detailed scope and schedule becomes available. If you have any questions regarding the scope of services outlined in this proposal, please do not hesitate to contact us.

## **GROUP DELTA CONSULTANTS**



Kristen Chang, P.E.  
Associate Engineer



James C. Sanders, C.E.G.  
San Diego Area Manager

Attachments: 2021 Schedule of Fees

Distribution: (1) Addressee, Mr. John Thayer (John.Thayer@murraysmith.us)



**Group Delta Consultants, Inc.  
 Prevailing Wage and Laboratory Testing Fee Schedule & Terms and Conditions  
 2021  
 HOURLY CHARGES FOR PERSONNEL**

**HOURLY CHARGES FOR PERSONNEL  
 (Engineer/Geologist/Scientist)**

STAFF	\$150
PROJECT	\$165
SENIOR	\$185
ASSOCIATE	\$205
PRINCIPAL	\$235
DESIGNER / ILLUSTRATOR / AUTOCAD	\$100
TECHNICAL / PROJECT SUPPORT / ADMIN	\$80

**TESTING & INSPECTION SERVICES**

PROJECT MANAGER	\$165
LABORATORY MANAGER	\$140
SENIOR ENVIRONMENTAL TECHNICIAN	\$140
ENVIRONMENTAL TECHNICIAN	\$100
TECHNICIAN / INSPECTOR	\$120
UT/MT NON-DESTRUCTIVE TESTING INSPECTOR	\$150
AWS/CWI SPECIAL INSPECTOR – PREVAILING WAGE	\$135
SAMPLE PICKUP	\$65
TILE/BRICK SHEAR TESTING, TWO MAN CREW	\$375
TILE/SUBSTRATE PULL TESTING, TWO MAN CREW	\$275
CORING	\$300
FIREPROOFING ADHESION TESTING	\$120
PACHOMETER SURVEY	\$225
TORQUE/PULL TESTING OF ANCHORS & BOLTS	\$120
REBAR/STRAND TAG & SAMPLE	\$120

**BASIS OF CHARGES**

**Minimum Charges (Field Services)**

8-Hour Minimum: ..... Daily for Field Testing and Inspection

**Regular Time**

The first 8 hours worked Monday through Friday between 5:00 am and 5:00 pm. In the event that project related equipment is required to be transported to and from the project site, other than hand tools, the time required to do so shall be considered hours worked and will be billed as such.

**Premium Charges**

Shift Differential, shifts starting after 5:00 pm or before 5:00 am (requires 48 hr. notice): ..... \$2/Hr. Additional  
 Over 8 hrs. on weekdays, up to 8 hrs. on Saturdays: ..... 1.5 x Hourly Rate  
 Over 12 hrs. on weekdays, over 8 hrs. on Saturdays, Sunday, Holiday: ..... 2.0 x Hourly Rate



**Group Delta Consultants, Inc.  
Prevailing Wage Schedule of Fees 2021**

**Prevailing Wage Annual Increases**

Prevailing Wage hourly rates will be increased in accordance with Department of Industrial Relations Prevailing Wage Determination guidelines as predetermined increases take effect.

**Travel and Per Diem**

Travel time will be charged at the base hourly rate of \$65. Multi-day projects requiring overnight accommodations will be subject to Daily Per Diem charge.

Mileage (per current IRS rate): ..... \$0.58/mile  
Per Diem (meals/lodging) ..... \$250/day

**Pickups**

Sample pickups occurring after hours or on weekends to comply with ASTM standards (required to be transported to the final curing location within 48 hours of casting) may be subject to premium charges (overtime).

**Rush Charges For Laboratory Services**

Expedited turnaround is available for some tests at the following premiums above list price.

Same day service ..... 100% based on availability  
1 day turnaround ..... 80%  
2 day turnaround ..... 60%  
3 day turnaround ..... 40%  
4 day turnaround ..... 25%

**Charges for Subcontracted Services**

Outside Services/Subconsultants/Subcontractors: ..... Cost Plus 15%

**Reimbursable Expenses**

Parking, air fare, car rental, food and lodging, etc.: ..... Cost Plus 15%

**Equipment/Supply Charges**

Refraction Seismograph ..... \$2,000/day  
Inclinometer Monitor ..... Quote  
Hazardous Gas Safety Monitor ..... \$25/hr.  
Pneumatic Piezometer/Settlement Monitor ..... Quote  
Photo Ionization Detector ..... \$35/hr.  
Mil Thickness Gauge ..... \$20/hr.  
Nuclear Density Gauge ..... \$5/hr.  
Field Vehicle..... \$10/hr.  
Field Storage Unit (Connex Box) ..... \$500/month

**Group Delta Consultants, Inc.**  
**Prevailing Wage Schedule of Fees 2021**

**EXHIBIT D**

**LABORATORY TESTING**  
(unit cost)

**SOIL AND ROCK TESTS**

**CLASSIFICATION AND INDEX TESTS:**

Atterberg Limits, Plasticity Index (ASTM D4318) .....	\$182
Non Plastic .....	\$127
Moisture Content (ASTM D2216) .....	\$30
Sieve Analysis % Passing #200 Sieve (ASTM D1140) .....	\$66
Sieve Analysis w/o Hydrometer (ASTM D422) .....	\$120
Sieve Analysis w/ Hydrometer (ASTM D422) .....	\$210
pH of Soil (CTM 643) .....	\$50
Soil Resistivity (CTM 643) .....	\$99
Soluble Sulfate (CTM 417) .....	\$50
Soil Chloride Content (CTM 422) .....	\$72
Corrosivity Series; Sulfate, Chloride, pH, Resistivity (CTM643, 417, 422) .....	\$270
Specific Gravity of Soil (ASTM D854) .....	\$132
Unit Weight/Moisture Content, wax (ASTM D2937) .....	\$50
Unit Weight/Moisture Content, Shelby tube (ASTM D2937) .....	\$55
Unit Weight/Moisture Content, ring sample (ASTM D2937) .....	\$28

**STRENGTH TESTS:**

Direct Shear, Residual (ASTM D3080) .....	\$800
Direct Shear, Consolidated (ASTM D3080) .....	\$265
Direct Shear, Consolidated (ASTM D3080), Remolded .....	\$330
R-Value, (ASTM D2844, CTM 301) .....	\$330
R-Value, Lime Treated in Lab (ASTM D2844, CTM 301) .....	\$390
R-Value, Aggregate Base (ASTM D2844, CTM 301) .....	\$375
R-Value, (less than 5) (ASTM 2844, CT 301) .....	\$125
California Bearing Ratio (D1883) .....	\$800
Torsional Ring Shear (ASTM D7608) .....	\$780
Vane Shear Test (ASTM D4648) .....	\$50
Unconfined Compression (ASTM D2166) .....	\$176

**VOLUMETRIC CHANGE:**

Consolidation Test (ASTM D2435), w/o time rate .....	\$292
Consolidation Test (ASTM D2435), w/ time rate .....	\$385
Consolidation Test (ASTM D2435), single point .....	\$160
Free Swell .....	\$245
Double Oedometer .....	\$430
Expansion Index (ASTM D4829) .....	\$99
Response to Wetting (ASTM D4546) .....	\$116
Soil Suction (ASTM D5298) .....	Quote

**PERMEABILITY:**

Permeability of Granular Soil (ASTM D2434) .....	Quote
--	-------

**SOIL AND ROCK TESTS**

**COMPACTION:**

Maximum Density and Optimum Moisture (ASTM D1557)	
4" Mold .....	\$220
4" with rock correction .....	\$235
6" Mold .....	\$250
6" with rock correction .....	\$265
Maximum Density Check Point (ASTM D1557) .....	\$66
Moisture Density of Soil-Cement Mixtures (ASTM D558) ....	Quote
California Impact Compaction, test only (CTM 216) .....	\$220

**AGGREGATE/SUBGRADE:**

Abrasion Test (ASTM C131/C535)	
100 and 500 Revs .....	\$275
500 & 1000 Revs .....	\$303
200 and 1000 Rev .....	\$303
500 revs only .....	\$138
1000 revs only .....	\$165
Clay Lumps/Friable Particles (ASTM C142) .....	\$132
Durability Index, Coarse (ASTM D3744/CTM229) .....	\$149
Durability Index, Fine (ASTM D3744/CTM229) .....	\$127
Durability Index, Coarse & Fine (ASTM D3744/CTM229) .....	\$275
Organic Impurities (ASTM C40) .....	\$88
Percent Fractured Aggregate (ASTM D5821) per sieve size .....	\$33
Fine Aggregate Angularity (ASTM C1252) .....	\$180
Sand Equivalent (ASTM D2419) .....	\$115
Sieve Analysis (ASTM C136)	
fine aggregate .....	\$120
coarse aggregate .....	\$105
Specific Gravity and Absorption:	
fine aggregate (ASTM C128) .....	\$165
coarse aggregate (ASTM C127) .....	\$135
Sulfate Soundness (ASTM C88) per sieve size .....	\$150
Cleanness Value (CTM 227) .....	\$145

Flat & Elongated Particles, (ASTM D4791) Per Screen Size .....	\$33
Unit Weight of Aggregate, loose/dry rod (ASTM C29) .....	\$90

**SAMPLE PREPARATION**

Sample preparation such as hand-cutting of samples, extraction from samplers, processing, and mixing of stabilized soils will be charged in addition to the individual test at the Engineering Technician hourly rate .....

\$95

**Group Delta Consultants, Inc.**  
**Prevailing Wage Schedule of Fees 2021**

**LABORATORY TESTING, CONTINUED**  
(unit cost)

**CONSTRUCTION MATERIALS****ASPHALT CONCRETE:**

Bulk Specific Gravity of Core, Coated (CTM 308, ASTM D1188) .....	\$83
Hveem Unit Weight (CTM 304/308), set of 3 .....	\$295
Hveem Unit Weight (ASTM D2726), set of 2 .....	\$235
Stabilometer /Hveem (ASTM1560, ASTM 2726) set of 2 .....	\$335
Stabilometer /Hveem (CT 366) set of 3 .....	\$360
Stabilometer Only, (CT 366) set of 3 .....	\$297
Stabilometer Only, (ASTM D1560) set of 2 .....	\$253
Bulk Sp. Gravity (Rice) (ASTM D2041) .....	\$176
Bulk Sp. Gravity (Rice) (CT309) .....	\$88
Asphalt Concrete JMF Verification .....	Quote
Marshall Unit Weight (ASTM D1559), 3 plug average .....	\$281
Marshall Stability/Flow (ASTM D1560), set .....	\$290
Percent Bitumen (CTM 382) .....	\$138
Percent Bitumen & Gradation (CTM 382/202) .....	\$264
Film Stripping (CTM 302 ) .....	\$259
HMA Moisture Content (CTM 371) .....	\$44
Ignition Oven Correction Factor Aggregate and oil .....	\$780
Ignition Oven Correction Factor Aggregate and oil w/ RAP .....	\$900
Hveem AC Mix Design .....	Quote
Marshall AC Mix Design .....	Quote
Tensile Strength Ratio (TSR) .....	Quote

**REINFORCED CONCRETE TESTS:**

Compressive Strength, per cylinder (ASTM C39) .....	\$35
Compressive Strength, per core (ASTM C39/42) .....	\$72
Flexural Strength, 6x6x18 beam (ASTM C78) .....	\$90
Compressive Strength, Shotcrete Panel, Set of 3 (ASTM C39/42) .....	\$360
Compressive Strength of Shotcrete, per core .....	\$72
Removal of Shotcrete Cores, In Lab, each .....	\$80
Compressive Strength, Light Weight Concrete Fill .....	\$35
Compressive Strength, Soil Cement .....	\$44
Drying Shrinkage, 3 specimens, 28-day .....	\$413
Modulus of Elasticity (ASTM C469) .....	\$248

**CONSTRUCTION MATERIALS****REINFORCED CONCRETE TESTS: (cont.)**

Tensile Strength, Splitting (ASTM C496) .....	\$100
Petrographic Analysis of Cementitious Mat .....	Quote
Cement Content Analysis of Conc. (ASTM C1084) .....	Quote
Coefficient of Thermal Expansion .....	Quote
Concrete Trial Batch w/ lab testing .....	Quote

**STRUCTURAL MASONRY:**

Compressive Strength Prism, All Sizes, each .....	\$132
Compressive Strength of Masonry Block, Set of 3 (ASTM C140) .....	\$396
Linear Shrinkage of Masonry Blk., set of 3 (ASTM C426) .....	\$363
Shear Test of Masonry Cores, 6" (DSA) .....	\$110
Compressive Strength of Masonry Cores, 6" .....	\$72
Dimensions of Masonry Block, Set of 3 (ASTM C140) .....	\$60
Absorption of Masonry Block (ASTM C140), Set of 3 .....	\$138
Unit Weight of Masonry Block (ASTM C140), Set of 3 .....	\$110
Moisture Content of Masonry Block (ASTM C140), Set of 3 .....	\$110
Mortar Compressive Strength 2x4, per cylinder (UBC STD 21-16) .....	\$45
Grout Compressive Strength 2x2x2, per cube (ASTM C109) .....	\$39
3x3x6, per cube (UBC STD 21-18) .....	\$72
Brick Compressive Strength, 5 brick set (ASTM C67) .....	\$292
Brick Absorption Test (ASTM C67) 5 or 24-hour submersion, 5 brick set .....	\$292
1, 2, or 5-hour boiling, 5 brick set .....	\$292
Efflorescence, Brick, 5 brick set (ASTM C67) .....	\$290
Modulus of Rupture, 5 brick set (ASTM C67) .....	\$209
Moisture As-Received, 5 brick set (ASTM C67) .....	\$180
Saturation Coefficient/Absorption, 5 brick set (requires 24 hr. Submersion and 5 hr. boil Absorption test prior to calculation) .....	\$143

**Group Delta Consultants, Inc.**  
**Prevailing Wage Schedule of Fees 2021**

**LABORATORY TESTING, CONTINUED**  
**(unit cost)**

**CONSTRUCTION MATERIALS**

**STRUCTURAL STEEL:**

High Strength Bolt Testing (ASTM F606)	
Hardness, bolt, washer, or nut, each .....	\$28
Bolt Wedge Tensile, each .....	\$83
Bolt Proof Load, each .....	\$60
Nut Proof Load, each .....	\$50
Bolt Assembly Test Series, Set of 3 .....	\$780
Set-Up, if less than three bolts are submitted .....	\$80
Rebar, Tensile Test (ASTM A370)	
No. 3 bar to No. 14 bar .....	\$75
No. 18 bar .....	\$200
Rebar, Bend Test (ASTM A370) .....	\$63
Welded Rebar – Hoops (CTM 670) .....	\$75
Mechanically Spliced (CTM 670)	
No. 3 bar to No. 14 bar .....	\$100
No. 18 bar .....	\$200
Slippage Test in Addition to Tensile, each .....	\$75
Structural Steel, Tensile Test (ASTM A370)	
100k or less .....	\$85
101k-200k .....	\$105

**STRUCTURAL STEEL: (cont.)**

Structural Steel, Bend Test .....	\$75
Structural Steel, Pipe Flattening Test .....	\$66
Seven Wire Strand, Tensile/MOE (ASTM A416) .....	\$230
Seven Wire Strand, Tensile Only (ASTM A416) .....	\$155
Machining and Prep. of Structural Steel .....	Quote
Structural Steel Chemical Analysis .....	Quote
Skidmore Bolt Calibration, In Lab .....	\$170
Weld Procedure Qualification Test, Rebar .....	\$325
Welder Qualification Test, Rebar .....	\$175
Weld Procedure Qualification Test .....	\$375
Welder Qualification Test .....	Quote
Carbon Equivalent .....	\$150
Carbon Equivalent, Including Calculation .....	\$200
Macroetch Test of Welds .....	\$110
Nelson Stud Tensile (ASTM A370) .....	Quote
Charpy Impact Testing .....	Quote

**FIREPROOFING:**

Spray-Applied Fireproofing, Density (ASTM E605)	
Oven-Dry Method .....	\$60
Displacement Method .....	\$75

*Stormwater and Wastewater  
Systems Specialists:*

Pipeline Assessment +  
Maintenance

Stormwater Compliance +  
Pollution Prevention

Underground Services +  
Trenchless Technologies

Instrumentation +  
Pump Station Maintenance

24 Hour Emergency Response

*Certifications:*

CPR | First Aid

CWEA Collections System  
Grades 1-4

Confined Space Entry | Fall  
Protection

Construction Quality  
Management (CQM-C)

Hazardous Waste Operations  
and Emergency Response

NASSCO PACP | MACP | LACP

Respirator Safety | Fit Testing

Traffic Control | Flagger Safety

Water Distribution and  
Treatment Operators

*Licenses:*

California Certified Small  
Business

California Hazardous Materials  
Transportation License  
#134172

California Tax Identification  
#80-0011534

DIR Public Works Contractor  
Registration #1000004632

Department of Toxic  
Substances Control Hazardous  
Waste Transporter Registration  
#4481

US DOT Hazardous Materials  
Certificate of Registration  
#090916-550-085YA

US EPA  
RCRA ID #CAR000040808

PROPOSAL COVER PAGE

- Emergency/Urgent
- For Review
- Please Comment
- Please Reply

**SCOPE:**

NASSCO PACP CCTV Inspection of 550LF of 4"-16" Steel Water Pipe. Will require Chlorination of camera, cable and reel prior to inspection. 1 mobilization.

**ASSUMPTIONS:**

Client to provide clear and unobstructed access. Client to provide maps and/or on-site directive for crews. Client to provide traffic control if necessary. Delays beyond our control will be invoiced at the listed hourly rates for men and equipment. Disposal of water or other liquids are excluded. Client must provide onsite decant or pre-arranged disposal location for all water or liquids.. Estimates are for budgeting purposes only, all charges will be made on a time and materials basis. Sewer waste can not be removed from jobsite. Onsite disposal or arranged disposal location is required.. If the camera equipment is blocked due to obstructions or debris, DSI will attempt to CCTV the remainder of the line from the opposite access point. If the camera is blocked in both directions, DSI will not be held responsible for the missing footage. NASSCO PACP standards and codes. Client to provide cleaning water via metered hydrant (or equal to). State prevailing rate of pay. If jetter head or camera becomes lodged in line(s), this indicates structural deficiency and removal will be done on a T&M basis. Confined space entries are anticipated and equipment will be provided. Push camera has an average distance of +/- 120 LF depending on the size and grade of pipe, as well as the amount of bends.

**EXCLUSIONS:**

Bonds, permits or agency fees. City, state or federal fees or permits. Cleaning of lines prior to CCTV inspection. Permits, licenses and performance bonds. Traffic control and/or encroachment permits. Installation of additional access points. Plugging, flow diversion, bypass pumping and operating pump stations.

Thank you,

Ryan Foster  
Project Manager  
Office: 760-746-2544  
Cell: 619-540-2479  
RyanF@downstreamservices.com

# HOURLY RATES EXHIBIT E PREVAILING WAGE

Please check one :       State Prevailing Wage       Federal Davis Bacon       Federal SCA

Item No.	Unit	Description	Rate	Qty	Amount
1	EA	Emergency Response Fee (per 1 to 2-Man Crew)	\$ 250.00		\$
2	DAY	Per Diem (per person)	\$ 178.00		\$
3	DAY	Confined Space Entry Equipment (per unit)	\$ 450.00	1.00	\$ 450.00
4	DAY	SCBA Equipment (per unit)	\$ 250.00		\$
5	LS	Sampling, Testing and Disposal (quoted on a per project basis)	\$ 400.00	1.00	\$ 400.00
6	LS	Materials (quoted on a per project basis)	\$		\$

**Operated Equipment:**

Item No.	Unit	Description	Rate	Qty	Amount
7	HR	Camel Jet/Vacuum Combo Truck	\$ 275.00		\$
8	HR	Mini Pumper Truck 750 Gallon	\$ 175.00		\$
9	HR	Trailer Jetter	\$ 159.00		\$
10	HR	Pumper Truck 4,000 Gallon	\$ 212.00		\$
11	HR	Water Truck 2,000 Gallon	\$ 165.00		\$
12	HR	CCTV Inspection Truck	\$ 205.00	8.00	\$ 1,640.00
13	HR	Traffic Control Truck (includes arrow board, signs and cones)	\$ 166.00		\$
14	HR	Roll Off Truck	\$ 185.00		\$
15	HR	3 Ton Crane Truck	\$ 138.00		\$
16	HR	Multi-Tool Excavator 50,000 lbs*	\$ 234.00		\$
17	HR	Backhoe/Mini-Excavator/Skid Steer/Wheel Loader*	\$ 185.00		\$

**Non-Operated Equipment:**

Item No.	Unit	Description	Rate	Qty	Amount
18	HR	Pickup Truck	\$ 15.00		\$
19	HR	Utility Truck	\$ 30.00		\$
20	HR	Specialty Cleaning Nozzle (Grease Cutter, Chain Flail, etc.)	\$ 5.00		\$
21	DAY	Tamper/Compactor	\$ 125.00		\$
22	DAY	Jackhammer/Air Compressor	\$ 175.00		\$
23	DAY	Dump Trailer	\$ 250.00		\$
24	DAY	Attenuator Trailer	\$ 375.00		\$
25	DAY	Changeable Message Board	\$ 250.00		\$
26	DAY	Flashing Arrow Board	\$ 85.00		\$
27	DAY	2-Inch Submersible Pump	\$ 75.00		\$
28	DAY	3-Inch Trash Pump	\$ 125.00		\$
29	DAY	4-Inch Hydraulic Pump with Power Unit	\$ 425.00		\$
30	DAY	4 to 6-Inch Bypass Trailer with Vacuum Assist Pump	\$ 550.00		\$
31	LF	4 to 6-Inch Discharge Hose (\$1/ft daily)	\$ 1.00		\$
32	DAY	Generator 6500 Watt	\$ 85.00		\$
33	DAY	Transportable Treatment Unit 10-15 Cubic Yard*	\$ 40.00		\$
34	DAY	Transportable Treatment Unit 20 Cubic Yard*	\$ 45.00		\$

\*Delivery fees apply

**Labor:**

Item No.	Unit	Description	Rate	Qty	Amount
35	HR	Offsite Fabricator/Welder	\$ 95.00		\$
36	HR	Offsite Systems/QAQC Analyst	\$ 100.00		\$

**Labor:**

Item No.	Unit	Description	Rate	Qty	Amount
37	HR	Offsite Project Manager	\$ 125.00	4.00	\$ 500.00
38	HR	Foreman w/ Pickup Truck	\$ 160.00		\$
39	HR	Operator	\$ 148.00	8.00	\$ 1,184.00
40	HR	Instrumentation Technician w/ Utility Truck	\$ 153.00		\$
41	HR	Laborer	\$ 130.00	16.00	\$ 2,080.00

**Terms and Conditions:**

**Estimated Total:** \$ 6,254.00

- Hourly rates are portal to portal and subject to a four (4) hour minimum
- Hours over eight (8) per shift are considered overtime (operated equipment and labor rates listed plus 35%)
- Hours over twelve (12) per shift are considered double time (operated equipment and labor rates listed plus 50%)
- Overtime applies to Saturday work (operated equipment and labor rates listed plus 35%)
- Double time applies to Sunday work and recognized holidays (operated equipment and labor rates listed plus 50%)
- Vehicles are equipped with ELDs and commercial drivers are limited to fourteen (14) hour shifts
- A 15% markup applies to work scheduled between the hours of 5 PM and 5 AM (total amount invoiced plus 15%)
- A 20% markup applies to sampling, testing, disposal and materials (rates listed plus 20%)
- Cancellations must be received by 3 PM the day prior. Cancellations received after 3 PM will result in a four (4) hour minimum charge at the rate listed.
- Bonds, licenses, permits and site specific safety submittals are excluded and can be quoted on a per project basis.
- Insurance coverage includes a blanket additional insured endorsement. Customization will be quoted on a per project basis.

<b>Purchase Order/Job Number:</b>	
<b>Billing To:</b>	MurraySmith
<b>Contact:</b>	John Thayer
<b>Billing Address:</b>	3550 Camino Del Rio North Suite 112, San Diego, California 92108
<b>Project Name:</b>	DEODAR RESEVOIR STEEL PIPE
<b>Project Address:</b>	947 Deodar Road, San Marcos, California
<b>Phone Number:</b>	(619) 738-5830
<b>Email:</b>	john.thayer@murraysmith.us
<p><i>I have read the above and to the best of my knowledge it is true and correct and I agree to pay these charges. I agree to notify Downstream Services in writing of any disputes within thirty (30) days of the date the work was performed. Otherwise such disputes are considered negligible. In the event a suit is instigated to enforce payment, the vendor/ contractor/owner agrees to pay reasonable attorney and collection fees together with legal interest and cost of suits. <b>This proposal will be valid for a period of thirty (30) days following the date set forth above. Payment terms are NET 30 days. A service charge of 1.5% per month (18% per annum) will be charged on all past due accounts.</b></i></p>	

**Date:**            09 / 29 /2021

**Authorized By:** \_\_\_\_\_  
[Please Print Name and Title]

\_\_\_\_\_  
[Authorized Signature]

## Project Information Request Form Prevailing Wage

DIR #: \_\_\_\_\_

Wage Determination #: \_\_\_\_\_

SPW  SCA  Davis Bacon

Contract Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Est. Start Date \_\_\_\_\_

Address of Project: \_\_\_\_\_

Est. End Date \_\_\_\_\_

Name of Agency Awarding Contract(Owner): \_\_\_\_\_

Address of Company Awarding Contract: \_\_\_\_\_

Compliance Manager Name/Phone Number: \_\_\_\_\_

Compliance Manager Email Address: \_\_\_\_\_

Invoice Contact Name/Email Address: \_\_\_\_\_

Invoice Contact Phone Number: \_\_\_\_\_

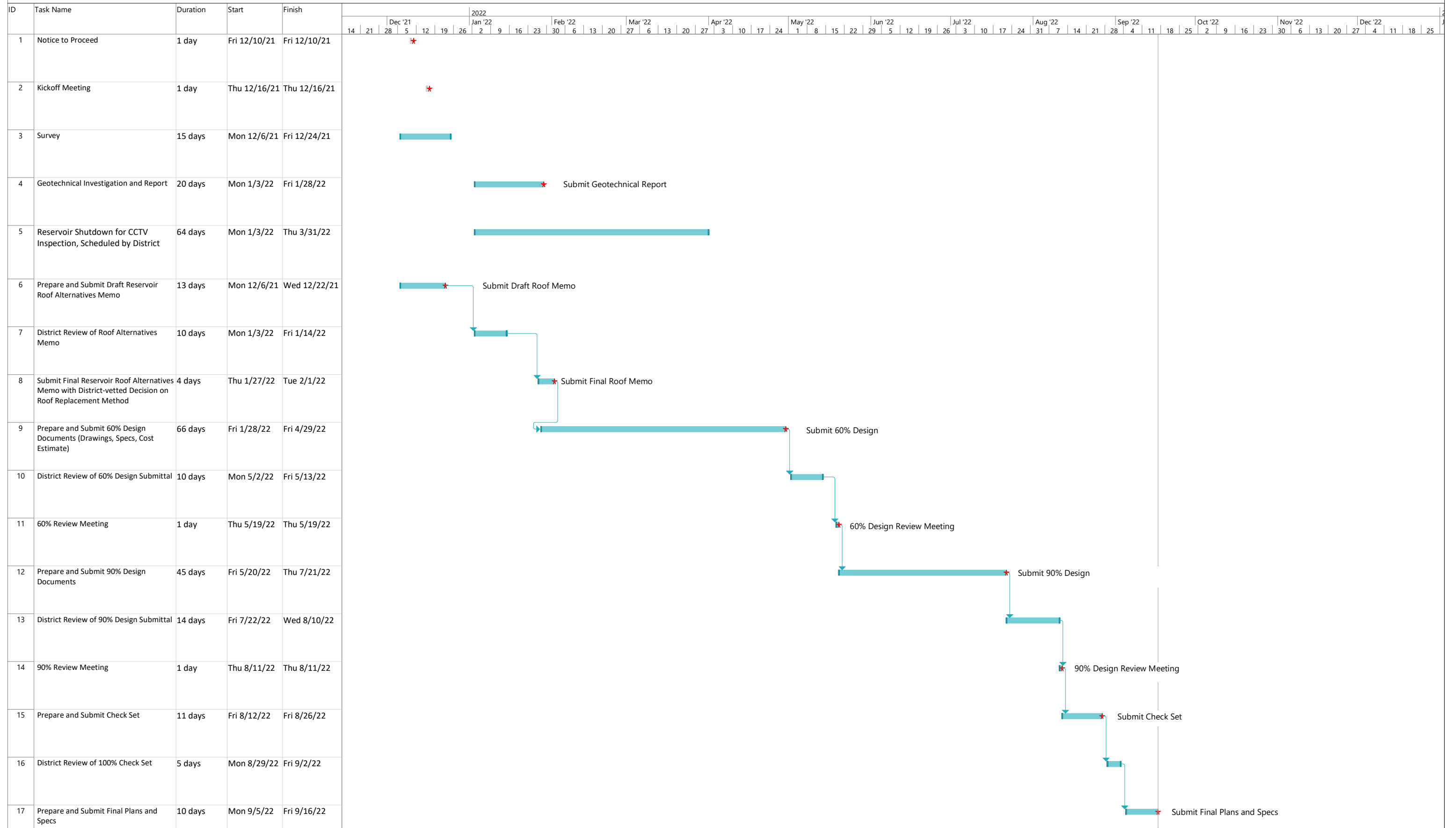
Certified Payroll Reporting Requirement: Prism  LCP Tracker  A-1-131 Form   
Other \_\_\_\_\_ WH-347 Form

Certified Payroll Submitted Via: Mail  Email  Do Not Send(Hold until Requested)



# EXHIBIT F

Deodar Reservoir Improvements Project - Vista Irrigation District  
 Draft Design Schedule  
 October 2021  
 Murraysmith, Inc.





## STAFF REPORT

Agenda Item: 9

**Board Meeting Date:** November 17, 2021  
**Prepared By:** Brett Hodgkiss

**SUBJECT:** SAN DIEGO COUNTY WATER AUTHORITY REBATE FROM METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RATE CASE LITIGATION

**RECOMMENDATION:** Consider use of rebate in the amount of \$1,227,643 to offset the financial impact of San Diego County Water Authority rate increases over the next five years.

**PRIOR BOARD ACTION:** At its April 7, 2021, the Board approved using a \$1,571,006 rebate received from the San Diego County Water Authority (Water Authority) to offset the financial impact of rate increases from the Water Authority over the next five years.

**FISCAL IMPACT:** The rebate amount of \$1,227,643 is proposed to be used in equal increments of just over \$245,528 per year over the next five years to offset Water Authority rate increases, thus reducing the amount of the pass-through increase, which directly benefits customers. This rebate would be added to the \$1,571,006 rebate received in March 2021; combined the rebates to the District total \$2,798,649 (about \$559,730 per year over a five-year period).

**SUMMARY:** The Water Authority recently received a \$35.9 million rebate from the Metropolitan Water District of Southern California (Metropolitan). On October 28, 2021, the Water Authority's Board of Directors announced a plan to distribute the \$35.9 million to its 24 member agencies. Vista Irrigation District's pro-rata share of the rebate is \$1,227,643.

**DETAILED REPORT:** The payment is the result of rate case litigation between the Water Authority and Metropolitan; the disbursements approved by Water Authority Board resulted from rate case litigation for overcharges from 2015 to 2017. The payment by Metropolitan was for damages and interest. According to the Water Authority's news release, the court rulings will also help avoid future over charges and thereby minimize future disputes over Metropolitan's rates charged to transport the Water Authority's Colorado River water supplies through Metropolitan facilities. Additionally, the charges, if they had continued, would have cost San Diego County residents more than \$500 million over the life of the Water Authority's water delivery contract with Metropolitan.

Consistent with a decision made by the Water Authority's Board of Directors in 2012, the total amount of monies received was distributed pro-rata to its member agencies. Each member agency's disbursement is based on its purchases of municipal and industrial water from 2015 through 2017. The District's pro-rata share is \$1,227,642.91; the funds have been received.

When the rebate was received in March 2021, staff consulted legal counsel regarding how the rebate can be used since it was related to prior water purchases. At the time, legal counsel advised that under constitutional directives that the amount of rates may not be more than the cost of the services to be provided, and under the principle that different classes of ratepayers should not subsidize others. Therefore, the District's soundest course for application of the rebate is on future rate relief, offsetting costs for prospective charges for the same water source in future years. This course of action will provide the congruency in water source cost envisioned by the law without involving the District in forensic studies to determine individual accounts who may previously have paid specific amounts for this water source. The research would involve difficult, expensive, and perhaps subjective, allocations on what customers were served by the particular water source as well as what customers were or are still being served by the District. By providing prospective rate relief, the District preserves the value of the rebate for ratepayers without reducing it by potentially significant administrative expense in performing such forensic research.

Based on this legal counsel's advice, staff recommended, and the Board approved, using the rebate to offset Water Authority rate increases over the next five years beginning in 2022, lessening the impact of the amount not collected in a given year on future Water Authority pass-through rate increases. Staff is recommending the recent disbursement also be used to offset Water Authority rate increases over the next five years beginning in 2022. It is estimated that the combined rebate received will reduce the Water Authority's pass-through increase by eight cents per billing unit (748 gallons) in 2022.

ATTACHMENT: Water Authority News Release



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

4677 Overland Avenue, San Diego, CA 92123

## **News Release**

Ed Joyce  
(949) 276-1675 cell  
[Ejoyce@sdcwa.org](mailto:Ejoyce@sdcwa.org)

### **\$35.9 Million More in MWD Overcharges Being Returned to Local Water Agencies** *Final settlement of litigation now in reach*

*Editor's Note: A table of distributions by agency follows the release.*

October 28, 2021 – The San Diego County Water Authority's Board of Directors today announced a plan to distribute \$35.9 million to its 24 member agencies across the region after receiving a fund transfer from the Los Angeles-based Metropolitan Water District of Southern California to pay legal damages and interest.

Combined with a similar payment in February, the Water Authority has distributed more than \$80 million to its member agencies in 2021 as a result of its successful rate litigation against MWD. The two parties are seeking to resolve the remaining issues outside of court as they partner on water supply reliability, conservation, affordability, and climate change issues challenging Southern California.

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**"The Water Authority is leading efforts in San Diego County to maintain a reliable and affordable water supply."**

■ Gary Croucher, Board Chair  
San Diego County Water Authority

"The Water Authority is leading efforts in San Diego County to maintain a reliable and affordable water supply," said Water Authority Board Chair Gary Croucher. "While the rate litigation was necessary to protect our ratepayers, we fully embrace the new spirit of collaboration at MWD under General Manager Adel Hagekhalil and Board Chair Gloria Gray as we focus on the challenges ahead with a united front."

The payments approved by the Board today resulted from the Water Authority's rate case litigation in state Superior Court asking MWD to set legal rates and repay overcharges.

The Water Authority won key issues in cases covering 2011-2014 and was deemed the prevailing party by the Court, which means it is also owed legal fees and charges in addition to the recent damages and interest payment from MWD. In February, the Water Authority sent checks totaling \$44.4 million to its member agencies after it received a check for that amount from MWD to remedy overcharges from 2011-2014.

Per today's decision by the Water Authority's Board, an additional \$35.9 million will be returned to member agencies in proportion to their overpayments between 2015-2017.

The court rulings will also help avoid future overcharges and thereby minimize future disputes over MWD's rates charged to transport the Water Authority's Colorado River water supplies through MWD facilities. Those charges – if they had continued – would have cost San Diego County residents more than \$500 million over the life of the Water Authority's water delivery contract with MWD.

In addition to damages and interest, the rate case lawsuits generated other substantial benefits, including an increase in the Water Authority's preferential rights to MWD water by approximately 100,000 acre-feet a year, equivalent to about twice the annual production of the \$1 billion Carlsbad Desalination Project.

Another outcome of the lawsuits affirmed the Water Authority's access to MWD programs supporting development of local supplies and water-efficiency measures. Since the court ruled it was illegal for MWD to prohibit the Water Authority from accessing these programs, the Water Authority has secured almost \$500 million in local project benefits for the San Diego region.

###

*The San Diego County Water Authority sustains a \$253 billion regional economy and the quality of life for 3.3 million residents through a multi-decade water supply diversification plan, major infrastructure investments and forward-thinking policies that promote fiscal and environmental responsibility. A public agency created in 1944, the Water Authority delivers wholesale water supplies to 24 retail water providers, including cities, special districts and a military base.*



Instagram [www.instagram.com/sdcwa](http://www.instagram.com/sdcwa)



[@sdcwa](http://www.twitter.com/sdcwa)



[www.facebook.com/SanDiegoCountyWaterAuthority](http://www.facebook.com/SanDiegoCountyWaterAuthority)



[www.youtube.com/SDCWAvideo](http://www.youtube.com/SDCWAvideo)

## \$80.24M+ Combined Disbursement

<u>Member Agency</u>	<u>Distribution #1</u>	<u>Distribution #2</u>	<u>Total Distribution</u>
Carlsbad M.W.D.	\$1,692,236.88	\$1,362,940.86	\$3,055,177.74
Del Mar, City of	\$108,025.65	\$88,358.85	\$196,384.50
Escondido, City of	\$1,754,022.94	\$1,291,896.32	\$3,045,919.26
Fallbrook P.U.D.	\$909,412.67	\$625,250.63	\$1,534,663.30
Helix W.D.	\$2,847,389.34	\$2,425,228.87	\$5,272,618.21
Lakeside W.D.	\$348,005.17	\$237,868.80	\$585,873.97
Oceanside, City of	\$2,351,413.99	\$1,938,202.55	\$4,289,616.54
Olivenhain M.W.D.	\$2,039,332.40	\$1,622,584.51	\$3,661,916.91
Otay W.D.	\$3,162,939.58	\$2,525,944.50	\$5,688,884.08
Padre Dam M.W.D.	\$1,157,551.53	\$846,518.19	\$2,004,069.72
Pendleton Military Reserve	\$4,958.08	\$5,701.47	\$10,659.55
Poway, City of	\$1,167,915.01	\$837,149.50	\$2,005,064.51
Rainbow M.W.D.	\$1,343,382.03	\$908,190.96	\$2,251,572.99
Ramona M.W.D.	\$596,663.83	\$369,181.59	\$965,845.42
Rincon Del Diablo M.W.D.	\$630,780.62	\$468,066.70	\$1,098,847.32
San Diego, City of	\$17,676,521.64	\$14,990,247.29	\$32,666,768.93
San Dieguito W.D.	\$368,002.42	\$366,659.60	\$734,662.02
Santa Fe I.D.	\$748,699.93	\$646,414.28	\$1,395,114.21
Sweetwater Authority	\$874,367.74	\$1,070,931.27	\$1,945,299.01
Vallecitos W.D.	\$1,590,623.74	\$1,248,828.17	\$2,839,451.91
Valley Center M.W.D.	\$1,332,471.26	\$682,215.91	\$2,014,687.17
Vista I.D.	\$1,571,006.35	\$1,227,642.91	\$2,798,649.26
Yuima M.W.D.	\$98,149.47	\$85,129.98	\$183,279.45
<b>Total</b>	<b>\$44,373,872.29</b>	<b>\$35,871,153.70</b>	<b>\$80,245,025.99</b>





**STAFF REPORT**

**Agenda Item: 10**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Shallako Goodrick**  
**Reviewed By: Marlene Kelleher**  
**Approved By: Brett Hodgkiss**

SUBJECT: TREASURER’S REPORT AS OF SEPTEMBER 30, 2021

RECOMMENDATION: Informational report concerning the investments of the District.

SUMMARY: Attached for review by the Board of Directors is the Treasurer’s Report as of September 30, 2021. The report is formatted to provide information as required by the California Government Code and the Vista Irrigation District Investment Policy. The Treasurer’s Report contains both an investment summary and a detailed security listing. Also attached is a five-year cash flow forecast, which indicates the District’s investments are sufficiently liquid to meet anticipated cash flow needs.

DETAILED REPORT: Activity for the quarter included deposits and withdrawals from the District’s cash and cash equivalent accounts: checking, California Asset Management Program (CAMP), and Local Agency Investment Fund (LAIF). During the quarter, \$4.5 million of Treasury bills matured and \$4.5 million of new Treasury bills were purchased.

As of September 30, 2021, the net unrealized gain on the portfolio was as follows:

	<u>Unrealized Gain (Loss)</u>
Treasury Bills	\$ 12,367
LAIF	<u>(2,091)</u>
Net Unrealized Gain/(Loss)	<u>\$ 10,276</u>

All investment transactions have been made in accordance with the District’s Investment Policy.

The following is a five-year summary of the District’s investment portfolio:

	<u>9/30/17</u>	<u>9/30/18</u>	<u>9/30/19</u>	<u>9/30/20</u>	<u>9/30/21</u>
Total Portfolio	\$25,576,887	\$38,168,266	\$44,243,160	\$48,989,055	\$51,511,211
Unrealized Gain	\$66,353	\$116,993	\$311,151	\$215,390	\$10,276
Weighted Average Maturity	124 Days	88 Days	79 Days	71 Days	67 Days
Portfolio Interest Rate	1.02%	2.05%	2.23%	0.60%	0.11%

The Cash Flow Projection methodology has been revised to show cash flow, excluding funds held to pay the San Luis Rey Indian Water Authority for Surplus Supplemental Water and the rebate received from the San Diego County Water Authority to be used to offset Water Authority rate increases in the future, available for District operations. Additionally, the Cash Flow Projection graph has been updated to show both the Emergency and Working Capital reserves funds, which are currently at \$10 million each.

ATTACHMENTS:

- Treasurer’s Report
- Securities Detail
- Cash Flow Projection

**Vista Irrigation District**  
**TREASURER'S REPORT**  
**September 30, 2021**

<u>Category</u>	<u>Maturity Value</u>	<u>Percentage Permitted by Board Policy</u>	<u>Actual Percentage</u>	<u>Weighted Average Maturity (in Days)</u>	<u>Current Interest Rate</u>
<b>Cash and Cash Equivalents</b>					
Checking/Petty Cash	\$ 1,276,760	n/a	2.5%	0	0.00%
California Asset Management Program	14,185,239	40%	27.5%	1	0.05%
Local Agency Investment Fund	16,549,212	40%	32.1%	1	0.20%
	<u>32,011,211</u>		<u>62.1%</u>	<u>1</u>	<u>0.13%</u>
<b>Securities</b>					
U.S. Treasury	19,500,000	100%	37.9%	175	0.09%
<b>Total Portfolio</b>	<u>\$ 51,511,211</u>		<u>100.0%</u>	<u>67</u>	<u>0.11%</u>

**Notes:**

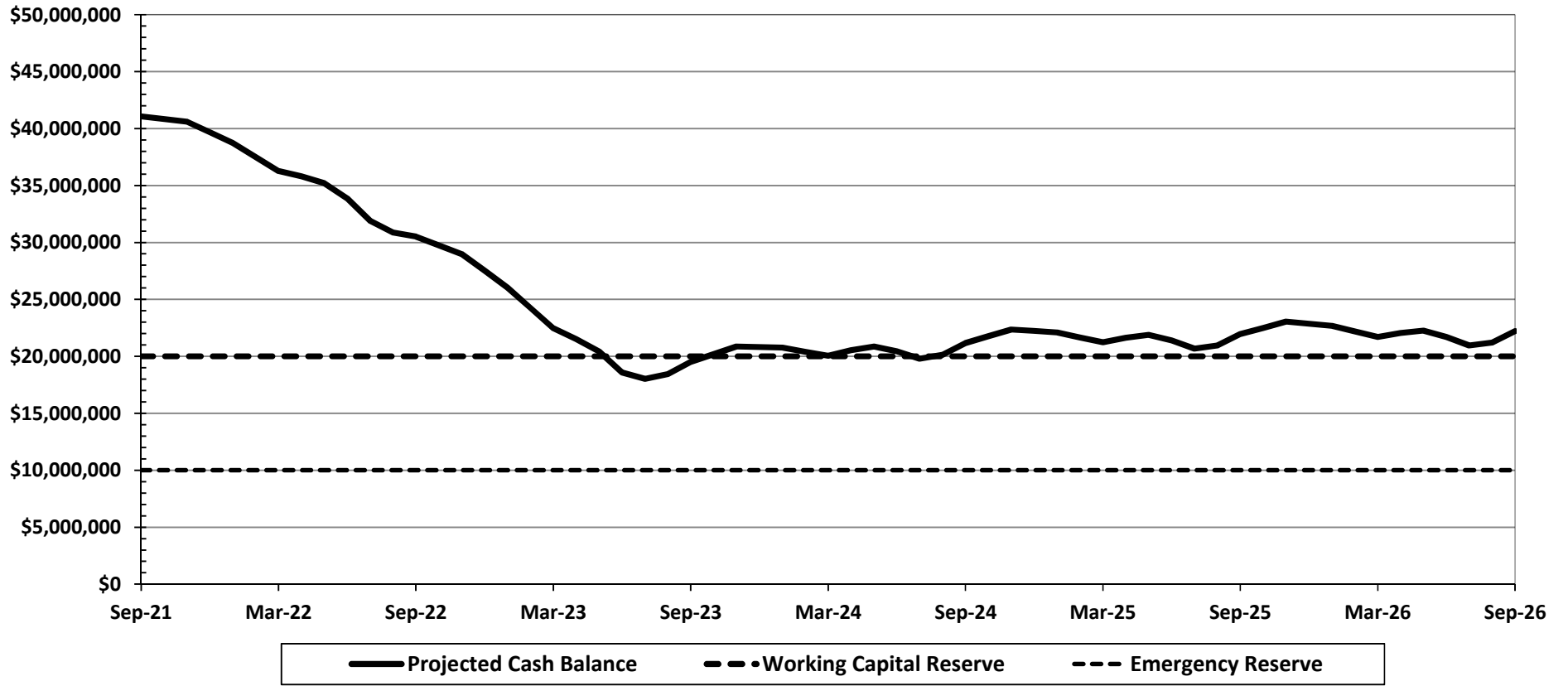
- ◆ This report excludes accrued interest and employee flexible spending accounts.
- ◆ California Asset Management Program (CAMP) is a California Joint Powers Authority (JPA) established to provide California public agencies with professional investment services. The CAMP pool is a permitted investment for all local agencies under California Government Code Section 53601(p). The market valuation is provided by PFM Asset Management LLC.
- ◆ Local Agency Investment Fund (LAIF) is a pool of funds invested for California governmental agencies and is managed by the State Treasurer's Office of the State of California. The market valuation is provided by the State Treasurer's Office.
- ◆ The above portfolio is in full compliance with the District's Investment Policy.
- ◆ The District's investment portfolio is adequate to meet the District's cash flow requirements for the next six months.



**Vista Irrigation District**  
**SECURITIES DETAIL**  
**September 30, 2021**

<b>Issuer</b>	<b>Investment Type</b>	<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Days to Maturity</b>	<b>Maturity Value</b>	<b>Cost</b>	<b>Market Value</b>	<b>Unrealized Gain</b>
U.S. Treasury	Treasury Bill	0.142%	10/07/21	7	\$ 1,500,000	\$ 1,497,877	\$ 1,499,994	\$ 2,118
U.S. Treasury	Treasury Bill	0.137%	11/04/21	35	1,500,000	1,497,953	1,499,924	1,971
U.S. Treasury	Treasury Bill	0.112%	12/02/21	63	1,500,000	1,498,332	1,499,935	1,604
U.S. Treasury	Treasury Bill	0.112%	12/30/21	91	1,500,000	1,498,332	1,499,877	1,545
U.S. Treasury	Treasury Bill	0.091%	01/27/22	119	1,500,000	1,498,635	1,499,804	1,169
U.S. Treasury	Treasury Bill	0.071%	02/24/22	147	1,500,000	1,498,938	1,499,740	802
U.S. Treasury	Treasury Bill	0.071%	03/24/22	175	1,500,000	1,498,938	1,499,712	774
U.S. Treasury	Treasury Bill	0.066%	04/21/22	203	1,500,000	1,499,014	1,499,641	627
U.S. Treasury	Treasury Bill	0.056%	05/19/22	231	1,500,000	1,499,166	1,499,573	407
U.S. Treasury	Treasury Bill	0.071%	06/16/22	259	1,500,000	1,498,938	1,499,415	476
U.S. Treasury	Treasury Bill	0.076%	07/14/22	287	1,500,000	1,498,863	1,499,257	394
U.S. Treasury	Treasury Bill	0.081%	08/11/22	315	1,500,000	1,498,787	1,499,159	372
U.S. Treasury	Treasury Bill	0.076%	09/08/22	343	1,500,000	1,498,863	1,498,971	108
		<u>0.089%</u>		<u>175</u>	<u>\$ 19,500,000</u>	<u>\$ 19,482,636</u>	<u>\$ 19,495,002</u>	<u>\$ 12,367</u>

**Vista Irrigation District  
CASH FLOW PROJECTION  
through September 2026**



Emergency Reserve	\$10 million
Working Capital Reserve	\$10 million
Total Reserves	<u>\$20 million</u>



## STAFF REPORT

**Agenda Item: 11**

<b>Board Meeting Date:</b>	<b>November 17, 2021</b>
<b>Prepared By:</b>	<b>Shallako Goodrick</b>
<b>Reviewed By:</b>	<b>Marlene Kelleher</b>
<b>Approved By:</b>	<b>Brett Hodgkiss</b>

**SUBJECT:** EXCELLENCE IN FINANCIAL REPORTING AWARD

**RECOMMENDATION:** Receive Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

**PRIOR BOARD ACTION:** The Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020 was presented to the Board on January 20, 2021.

**FISCAL IMPACT:** \$460 for the application fee.

**SUMMARY:** The District earned the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for its CAFR for the fiscal year ended June 30, 2020.

**DETAILED REPORT:** The District is a member of the GFOA, which is a professional association serving more than 20,000 government finance professionals with offices in Chicago, IL and Washington, D.C. The mission of the GFOA is to advance excellence in public finance. Each year the GFOA recognizes governmental agencies for their success in achieving the highest standards in governmental accounting and financial reporting. This is the fourteenth year that the District has received this award.

The GFOA established the Certificate of Achievement for Excellence in Financial Programs in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare CAFRs that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

The District submitted its CAFR for the fiscal year ended June 30, 2020 to the GFOA for consideration of this award. The CAFR not only includes the District's financial statements, but also other transmittal, supplementary and statistical information necessary to be considered for this award.

The District recently received the Certificate of Achievement award for the June 30, 2020 CAFR. The award will be presented during the Board meeting and will be displayed in the District offices.

**ATTACHMENT:** Award Certificate



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**Vista Irrigation District  
California**

For its Comprehensive Annual  
Financial Report  
For the Fiscal Year Ended

June 30, 2020

*Christopher P. Morill*

Executive Director/CEO



**Agenda Item: 12**

**STAFF REPORT**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Brett Hodgkiss**

SUBJECT: MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

SUMMARY: Informational report by staff and directors concerning the San Diego County Water Authority. No action will be required.



## **STAFF REPORT**

**Agenda Item: 13.A**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Lisa Soto**  
**Approved By: Brett Hodgkiss**

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

SUMMARY: Directors will present brief reports on meetings and events attended since the last Board meeting.



**STAFF REPORT**

**Agenda Item: 13.B**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Lisa Soto**  
**Approved By: Brett Hodgkiss**

**SUBJECT:** SCHEDULE OF UPCOMING MEETINGS AND EVENTS

**SUMMARY:** The following is a listing of upcoming meetings and events. Requests to attend any of the following events should be made during this agenda item.

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>1 *</b>	<b>CSDA Quarterly Meeting</b> <i>Nov. 18, 2021, 6:00 p.m.; 94<sup>th</sup> Aero Squadron, San Diego</i> <i>Registration deadline: Closed.</i>	Vásquez (R)
<b>2</b>	<b>ACWA Fall Conference</b> <i>Nov. 30-Dec. 3, 2021–Pasadena</i> <i>Registration deadline: In-person registration closed.</i>	Vásquez (H, R) Dorey (H, R) Sanchez (H, R) MacKenzie (H, R) Miller (H, R)
<b>3 *</b>	<b>Vista Chamber of Commerce Business Mixer</b> <i>Dec. 8, 2021; 5:00 p.m.–6:00 p.m.; Location TBD</i> <i>Registration deadline: None</i>	
<b>4</b>	<b>Colorado River Water Users Association Conference (CRWUA)</b> <i>Dec. 14-16, 2021; Caesar’s Palace Las Vegas</i> <i>Registration deadline: 11/30/21</i>	Sanchez (H) MacKenzie (H) Miller (H) Vásquez (H, A)
<b>5</b>	<b>Council of Water Utilities Meeting</b> <i>Jan. 18, 2022, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: TBD</i>	
<b>6</b>	<b>Urban Water Spring Conference</b> <i>Feb. 16-18, 2022; Palm Springs</i> <i>Registration deadline: 1/15/22</i>	
<b>7</b>	<b>Council of Water Utilities Meeting</b> <i>Mar. 15, 2022, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: TBD</i>	
<b>8</b>	<b>ACWA Spring Conference</b> <i>May 3-6, 2022; Sacramento</i> <i>Registration deadline: TBD</i>	
<b>9</b>	<b>Council of Water Utilities Meeting</b> <i>May 17, 2022, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: TBD</i>	
<b>10</b>	<b>Special Districts Legislative Days</b> <i>May 17-18, 2022; Sacramento</i> <i>Registration deadline: TBD</i>	
<b>11</b>	<b>Council of Water Utilities Meeting</b> <i>Jul. 19, 2022, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: TBD</i>	
<b>12</b>	<b>CSDA Annual Conference</b> <i>Aug. 22-25, 2022; Palm Springs</i> <i>Registration deadline: TBD</i>	
<b>13</b>	<b>Council of Water Utilities Meeting</b> <i>Sep. 20, 2022, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: TBD</i>	

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>14</b>	<b>CALAFCO Annual Conference</b> <i>Oct. 19-21, 2022; Newport Beach</i> <i>Registration deadline: TBD</i>	
<b>15</b>	<b>Council of Water Utilities Meeting</b> <i>Nov. 15, 2022, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: TBD</i>	
<b>16</b>	<b>ACWA Fall Conference</b> <i>Nov. 29-Dec. 2, 2022; Indian Wells</i> <i>Registration deadline: TBD</i>	
<b>17</b>	<b>Colorado River Water Users Association Conference (CRWUA)</b> <i>Dec. 14-16, 2022; Las Vegas</i> <i>Registration deadline: TBD</i>	

\* Non-per diem meeting except when serving as an officer of the organization

The following abbreviations indicate arrangements that have been made by staff:

**R**=Registration; **H**=Hotel; **A**=Airline; **S**=Shuttle; **C**=Car; **T**=Tentative

◇=Attendee to self-register for virtual meeting.





**Agenda Item: 14**

**STAFF REPORT**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Lisa Soto**

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

SUMMARY: This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

*Staff-generated list of tentative items for future agendas:*

- Annual Organizational Meeting (December)
- Edgemoor Reservoir Replacement and Pump Station construction bids (December)
- Redistricting District boundaries – appointment of ad hoc committee (December)
- Board Calendar – moving second meeting in February (December)
- General Counsel interviews and selection (December 9, 2021 at 9 AM)



## **STAFF REPORT**

**Agenda Item: 15**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Lisa Soto**

SUBJECT: COMMENTS BY DIRECTORS

SUMMARY: This item is placed on the agenda to enable individual Board members to convey information to the Board and the public not requiring discussion or action.



## **STAFF REPORT**

**Agenda Item: 16**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Brett Hodgkiss**

SUBJECT: COMMENTS BY GENERAL COUNSEL

SUMMARY: Informational report by the General Counsel on items not requiring discussion or action.



## **STAFF REPORT**

**Agenda Item: 17**

**Board Meeting Date:**

**November 17, 2021**

**Prepared By:**

**Brett Hodgkiss**

SUBJECT: COMMENTS BY GENERAL MANAGER

SUMMARY: Informational report by the General Manager on items not requiring discussion or action.



**Agenda Item: 18**

**STAFF REPORT**

**Board Meeting Date: November 17, 2021**  
**Prepared By: Brett Hodgkiss**

SUBJECT: CLOSED SESSION: LABOR NEGOTIATIONS

SUMMARY: Conference with labor negotiators pursuant to Government Code section 54957.6(a). Agency negotiators: Phil Zamora, Frank Wolinski, and Marlene Kelleher.