

**PURSUANT TO EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR NEWSOM,
ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING
VIA TELECONFERENCE**

AGENDA FOR A REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE VALLECITOS WATER DISTRICT
WEDNESDAY, JULY 1, 2020, AT 5:00 P.M.
VIA TELECONFERENCE

NOTICE TO THE PUBLIC

Due to the evolving situation with the COVID-19 Novel Coronavirus and Executive Order N-35-20, so long as state or local public health officials have imposed or recommended social distancing measures Vallecitos Water District will hold future meetings via teleconferencing and allow members of the public to observe and address the meeting telephonically or otherwise electronically. During this period of time, Vallecitos Water District will not be making any physical location available for members of the public to observe the meeting and offer public comment. The public is encouraged to watch and participate in the meeting from the safety of their homes. The meeting can be viewed on the agenda page located on the main page of the District's website. Public comments or questions can be submitted to the following email address: PublicComment@vwd.org. All written comments that are received at least 90 minutes before the meeting will be provided to the Board, and a record of the receipt of comment will be noted during the meeting. Members of the public viewing the meeting via the Zoom videoconferencing platform can express their desire to provide input at the appropriate time by utilizing the "Raise Hand" function. Additional instructions for online participation will be posted on the District's website. www.vwd.org/meetings

CALL TO ORDER – PRESIDENT EVANS

ROLL CALL

In the case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage; a crippling disaster; or other activity which severely imperils public health, safety, or both. Also, items which arise after the posting of the Agenda may be added by a two-thirds vote of the Board of Directors.

ADOPT AGENDA FOR THE REGULAR MEETING OF JULY 1, 2020

PUBLIC COMMENT

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until the matter is placed on a future agenda in accordance with Board policy. Public comments are limited to three minutes. A Request to Speak form is required to be submitted to the Executive Secretary prior to the start of the meeting, if possible. Alternatively, persons wishing to address the Board at this time may utilize the "Raise Hand" feature of the Zoom videoconferencing platform. Public comment should start by stating name, address and topic. The Board is not permitted during this time to enter into a dialogue with the speaker.

PRESENTATION

President Evans will present Lisa Urabe, Public Information Representative, with an e-copy of her Master Gardeners Certificate from the University of California, Cooperative Extension.

CONSENT CALENDAR

All matters listed under the Consent Calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case it will be considered separately under Action Items.

1.1 APPROVAL OF MINUTES (pp. 5 – 12)

- A. CLOSED SESSION BOARD MEETING – JUNE 17, 2020
- B. REGULAR BOARD MEETING – JUNE 17, 2020

Approved minutes become a permanent public record of the District.

Recommendation: Approve Minutes

1.2 WARRANT LIST THROUGH JULY 1, 2020 - \$1,082,781.67 (pp. 13 – 14)

Recommendation: Approve Warrant List

1.3 REQUEST FOR ANNEXATION OF CERTAIN PROPERTY DESIGNATED AS “SUNRISE ORIX,” APN 228-312-10, INTO THE VALLECITOS WATER DISTRICT AND SEWER IMPROVEMENT DISTRICTS 1, 2, 5, 6 & A (SUNRISE GARDENS PROJECT OWNER, LLC) (pp. 15 – 18)

The Sunrise Orix development consists of two parcels located south of Barham Drive and west of Meyers Avenue.

Recommendation: Approve the Conditions for Annexation

1.4 APPROVAL OF CONSTRUCTION AGREEMENT FOR EL DORADO APARTMENTS OFFSITE WATER AND SEWER IMPROVEMENTS, APNS 220-100-08, 220-100-09, 220-100-10, 220-100-12, 220-100-14, 220-100-29, 220-100-56, 220-100-59, 220-100-62 & 220-100-66 (EL DORADO II, LP) (pp. 19 – 21)

The project is located south of Richmar Avenue between Fitzpatrick Road and Pico Avenue in the City of San Marcos.

Recommendation: Approve Construction Agreement

1.5 APPROVAL OF AS-NEEDED ENGINEERING SERVICES AGREEMENTS FOR FISCAL YEAR 20/21 AND 21/22 (pp. 22)

Vallecitos Water District routinely requires minor engineering and design services for its capital projects and other unscheduled small projects.

Recommendation: Authorize General Manager to enter into as needed engineering services agreements with the selected firms, subject to the provisions of the contract

*****END OF CONSENT CALENDAR*****

ACTION ITEM(S)

2.1 ENCROACHMENT AGREEMENT WITH OLIVENHAIN MUNICIPAL WATER DISTRICT FOR THE INSTALLATION, USE, MAINTENANCE AND REPAIR OF RADIO COMMUNICATON FACILITIES (pp. 23 – 35)

The District has been approached by a representative for the Olivenhain Municipal Water District requesting the installation of radio communication facilities at the Double Peak Tank site at 931 Double Peak Drive, San Marcos.

Recommendation: Authorize the Execution of an Encroachment Agreement with OMWD for the Installation, Use, Maintenance and Repair of radio communication facilities

2.2 REPAIR OF 16" FAILSAFE OUTFALL SEWER PIPELINE (pp. 36 – 40)

The Failsafe pipeline allows MRF to discharge sewage treated to the secondary level directly into the ocean, bypassing the tertiary treatment process.

Recommendation: Approve Payment to Cass Construction in amount of \$157,180.25 for the April 1 and April 11 events

*****END OF ACTION ITEMS*****

REPORTS

3.1 GENERAL MANAGER

3.2 DISTRICT LEGAL COUNSEL

3.3 SAN DIEGO COUNTY WATER AUTHORITY

3.4 ENCINA WASTEWATER AUTHORITY
- Capital Improvement Committee
- Policy and Finance Committee

3.5 STANDING COMMITTEES

3.6 DIRECTORS REPORTS ON MEETINGS/CONFERENCES/SEMINARS ATTENDED

*****END OF REPORTS*****

OTHER BUSINESS

4.1 MEETINGS (pp. 41 – 42)

CASA Virtual Annual Conference

August 12 - 13, 2020

Estimated Cost to Attend Per Person: \$525.00

*****END OF OTHER BUSINESS*****

5.1 DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

*****END OF DIRECTORS COMMENTS/FUTURE AGENDA ITEMS*****

6.1 ADJOURNMENT

*****END OF AGENDA*****

If you have any disability which would require accommodation in order to enable you to participate in this meeting, please call the Executive Secretary at 760.744.0460 ext. 264 at least 48 hours prior to the meeting.

Audio and video recordings of all Board meetings are available to the public at the District website www.vwd.org

AFFIDAVIT OF POSTING

I, Diane Posvar, Executive Secretary of the Vallecitos Water District, hereby certify that I caused the posting of this Agenda in the outside display case at the District office, 201 Vallecitos de Oro, San Marcos, California by 5:00 p.m., Friday, June 26, 2020.

Diane Posvar

MINUTES OF A CLOSED SESSION MEETING
OF THE BOARD OF DIRECTORS
OF THE VALLECITOS WATER DISTRICT
WEDNESDAY, JUNE 17, 2020, AT 4:00 PM AT THE DISTRICT OFFICE,
201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

President Evans called the Closed Session meeting to order at the hour of 4:00 p.m. The meeting was held via teleconference.

Present: Director Elitharp
Director Hernandez
Director Martin
Director Sannella
Director Evans

Staff Present: General Manager Pruiam
Legal Counsel Gilpin
Executive Secretary Posvar

ADOPT AGENDA FOR THE CLOSED SESSION MEETING OF JUNE 17, 2020

20-06-08 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, to adopt the agenda for the Closed Session Meeting of June 17, 2020.

PUBLIC COMMENT

None.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) subdivision (d) of Section 54956.9 – One potential case.

20-06-09 MOTION WAS MADE by Director Martin, seconded by Director Sannella, and carried unanimously, to move into Closed Session pursuant to Government Code Section 54956.9.

REPORT AFTER CLOSED SESSION

The Board reconvened to Open Session at 4:55 p.m. There was no reportable action from the Closed Session Meeting.

ADJOURNMENT

There being no further business to discuss, President Evans adjourned the Closed Session Meeting of the Board of Directors at the hour of 4:56 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, June 17, 2020 at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Betty D. Evans, President
Board of Directors
Vallecitos Water District

ATTEST:

Glenn Pruijm, Secretary
Board of Directors
Vallecitos Water District

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE VALLECITOS WATER DISTRICT
WEDNESDAY, JUNE 17, 2020, AT 5:00 PM AT THE DISTRICT OFFICE,
201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

President Evans called the Regular meeting to order at the hour of 5:00 p.m. The meeting was held via teleconference.

Present: Director Elitharp
Director Hernandez
Director Martin
Director Sannella
Director Evans

Staff Present: General Manager Pruim
Legal Counsel Gilpin
District Engineer Gumpel
Finance Manager Owen
Operations & Maintenance Manager Pedrazzi
Capital Facilities Senior Engineer Morgan
Executive Secretary Posvar

ADOPT AGENDA FOR THE REGULAR MEETING OF JUNE 17, 2020

20-06-10 MOTION WAS MADE by Director Hernandez, seconded by Director Martin, and carried unanimously, to adopt the agenda for the Regular Board Meeting of June 17, 2020.

PUBLIC COMMENT

Mike Hunsaker, member of the public, addressed the Board commenting on the good quality of the teleconferenced Board meetings, the COVID-19 pandemic, and that meter shut offs should be done sparingly with firm dates to be equally applied.

CONSENT CALENDAR

20-06-11 MOTION WAS MADE by Director Hernandez, seconded by Director Martin, and carried unanimously, to approve the Consent Calendar as presented.

1.1 Approval of Minutes

- A. Finance/Investment Committee Meeting – May 26, 2020
- B. Regular Board Meeting – June 3, 2020
- C. Closed Session Board Meeting – June 3, 2020

1.2 Warrant List through June 17, 2020 - \$3,853,883.31

- 1.3
 - A. Water Meter Count – May 31, 2020
 - B. Water Production/Sales Report – 2019/2020
 - C. Per Capita Water Consumption – May 31, 2020
 - D. Water Revenue and Expense Report – May 31, 2020
 - E. Sewer Revenue and Expense Report – May 31, 2020
 - F. Reserve Funds Activity – May 31, 2020
 - G. Investment Report – May 31, 2020
 - H. Legal Fees Summary – March 31, 2020
- 1.4 Consumer Confidence Report
- 1.5 Request for Annexation of Certain Property Designated as the “Lindauer Annexation,” APN 182-101-01 Into the Vallecitos Water District and Sewer Improvement District 5 (Lindauer Family Trust 08-18-06)

PUBLIC HEARING

APPROVAL OF REIMBURSEMENT AGREEMENT FOR SEWER MAIN EXTENSION, WALNUT HILLS DRIVE, APNS 220-270-05, 220-270-16, 220-270-21, 220-270-22 & 220-270-37 (ELITHARP, KLIMA, FROST, RICHARDSON & NELSON)

Director Elitharp recused himself from discussion and voting on this item at 5:07 p.m. as he is one of the project participants.

General Manager Pruim stated that on June 3, 2020 the Board heard information regarding the sewer main extension project to provide service to five homes that were on septic systems and authorized him to accept the project improvements.

President Evans opened the hearing as duly noticed and posted to consider public testimony regarding a reimbursement agreement for construction costs associated with a sewer main. The hearing opened at 5:08 p.m.

District Engineer Gumpel provided an overview of the project. The owners of five single-family residences on Walnut Hills Drive who collaborated to install the new sewer main have requested a reimbursement agreement for the associated construction costs per District Ordinance No. 180. In accordance with Ordinance No. 180, staff determined the proposed total reimbursable amount to be \$169,052 which will be split evenly between the five existing properties and any future properties requesting connection for a total of ten participants. As required by Ordinance No. 180, a 10-day advance notification of this public hearing was sent to all property owners within the proposed benefit area and to date no comments or letters were received.

Staff recommended the Board hold the public hearing to solicit public input and authorize the General Manager to approve the Walnut Hills Sewer Main Reimbursement Agreement.

General Manager Pruim clarified that each participant's share of the reimbursement agreement would be \$16,905.20 plus an escalator to be applied every year.

Mike Hunsaker, member of the public, addressed the Board asking what the escalator is. Staff responded that the escalator is based on the Engineering News Record Construction Cost Index for Los Angeles.

There being no additional persons wishing to address the Board, President Evans closed the hearing at 5:13 p.m.

20-06-12 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, with Director Elitharp abstaining, to authorize the General Manager to approve the Walnut Hills Sewer Main Reimbursement Agreement.

Director Elitharp rejoined the meeting at 5:14 p.m.

ACTION ITEMS

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT ELECTING TO HAVE SEWER SERVICE FEES FOR IMPROVEMENT DISTRICT "A" FOR FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021 COLLECTED ON THE TAX ROLL

Finance Manager Owen stated the resolution elects to have sewer service fees for Improvement District "A" collected on the tax roll and sets the public hearing for the Regular Board meeting on July 15, 2020.

20-06-13 MOTION WAS MADE by Director Martin, seconded by President Evans, and carried unanimously, with Director Elitharp unable to participate in the vote due to technical difficulties, to adopt the resolution.

Resolution No. 1570 - The roll call vote was as follows:

AYES: Hernandez, Martin, Sannella, Evans
NOES:
ABSTAIN:
ABSENT: Elitharp

CONSTRUCTION CONTRACT AWARD FOR THE SAN MARCOS INTERCEPTOR PROJECT, PHASE 2

Capital Facilities Senior Engineer Morgan provided historical background on the various phases of the San Marcos Interceptor Project which was initially approved in the District's

1999/2000 budget. The project consists of replacing approximately 12,200 feet of existing 1960s era 21-inch diameter sewer pipeline. The current Phase 2, extending from Via Vera Cruz to Pacific Street, will complete the remaining 3,400 feet of 42-inch diameter sewer interceptor.

Capital Facilities Senior Engineer Morgan stated that on September 26, 2019, the District advertised a Request for Proposals (RFP) to four local construction management firms, inviting them to present their experience in construction management and inspection services for sanitary sewer improvement projects of comparative scope and effort. Staff received proposals from Valley CM and Reilly CM on October 25, 2019. After review of their qualifications and relevant experience on similar projects, Valley CM was selected as the most qualified consultant. Valley CM's time and material not-to-exceed project fee is \$493,614.

Capital Facilities Senior Engineer Morgan further stated Kennedy/Jenks Consultants, the design engineer of record on the project, worked with staff to finalize bid documents in February 2020 and began advertising for bids in March 2020. The engineer's estimate for the project is valued at \$6,700,000. On May 28, 2020, staff opened bids from 10 contractors. Staff and legal counsel reviewed the bids and determined there were no irregularities. TC Construction was selected as the lowest responsive, responsible bidder. The budget for the project is \$8,500,000. The total estimated project cost is \$8,340,000, leaving an estimated budget surplus of approximately \$160,000.

Staff recommended the Board authorize the General Manager to enter into a professional services agreement with Valley CM in the amount of \$493,614 for construction management, inspection, and geotechnical engineering services during project construction, and to execute a construction contract with TC Construction in the amount of \$6,310,315, subject to the provisions of the contract.

General discussion took place.

Mike Hunsaker, member of the public, addressed the Board expressing his concerns regarding capacity calculations, ensuring that a fair share of costs are directed to new development, affordable housing, density bonuses, and waiving of facility fees.

20-06-14 MOTION WAS MADE by Director Martin, seconded by Director Elitharp, and carried unanimously, to authorize the General Manager to enter into a professional services agreement with Valley CM in the amount of \$493,614 for construction management, inspection, and geotechnical engineering services during the construction project, and to execute a construction contract with TC Construction in the amount of \$6,310,315, subject to the provisions of the contract.

REPORTS

GENERAL MANAGER

General Manager Pruum stated the District's solar provider will begin installing solar panels at the Twin Oaks Reservoir site in July. Installation should be completed in September or October. SDG&E will then need to provide their final approval to allow energy production to commence and be tied into the grid. Staff continues to work with the City of San Marcos on site development plan issues for the Lift Station No. 1 site.

General Manager Pruum reviewed the water production/sales report that is provided to the Board every month. The report illustrates budget versus actual water production which shows a decrease in water purchases in March and April of 2020. The decrease can be attributed to abnormally cooler, rainier weather during those months as water purchases increased in May when the weather was warmer and drier. This does not appear to be COVID-19 related. Beginning in July, staff will provide the Board monthly metrics to let the Board know how the budget estimates are panning out as staff moves forward.

General Manager Pruum stated that although the COVID-19 situation appears to be improving in some ways, the current public health order restrictions would make holding in-person Board meetings difficult. In order to continue to protect the health of Board members, employees and the public, Board meetings will continue to be conducted via teleconferencing at least through July. In-person meetings will resume when they can be conducted safely and in compliance with County regulations.

DISTRICT LEGAL COUNSEL

Legal Counsel Gilpin stated he would like to schedule an evaluation of Best Best & Krieger's performance during the past two years. He will be asking for input from the Board and staff, and will provide an assessment on issues that he has dealt with.

SAN DIEGO COUNTY WATER AUTHORITY

President Evans stated the SDCWA held a special Engineering & Operations Committee meeting via teleconference on June 11 at which discussion took place regarding moving forward with energy storage and hydro power. The next Board meeting is scheduled on June 25.

ENCINA WASTEWATER AUTHORITY

Director Hernandez reported on his attendance to the Capital Improvement Committee this morning at which discussion took place regarding the secondary clarifier, co-gen building repair, and odor reduction facility. The next meeting is scheduled on July 15.

Director Martin stated the next Board meeting is scheduled on June 24.

STANDING COMMITTEES

None.

DIRECTORS REPORTS ON TRAVEL/CONFERENCES/SEMINARS ATTENDED

Director Elitharp reported on his participation in an AWWA webinar, Workforce and COVID-19 Utilities Solutions, on June 5.

OTHER BUSINESS

None.

DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

None.

ADJOURNMENT

There being no further business to discuss, President Evans adjourned the Regular Meeting of the Board of Directors at the hour of 5:44 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, July 1, 2020, at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Betty D. Evans, President
Board of Directors
Vallecitos Water District

ATTEST:

Glenn Pruim, Secretary
Board of Directors
Vallecitos Water District

VALLECITOS WATER DISTRICT
WARRANTS LIST
July 1, 2020

PAYEE	DESCRIPTION	CHECK#	AMOUNT
CHECKS			
Garnishments	Payroll Garnishments	119278 through	119279 -
Hach Company	Lab Supplies - MRF	119280	178.94
Home Depot Credit Services	Hardware Supplies - May	119281	1,388.33
Ostari Inc	Horizon Multi-Factor Authentication & Vendor Remote Access	119282	1,290.00
SDG&E	Power - May	119283	56,138.71
Union Bank FKA 1st Bank Card	Meetings & Travel - May	119284	4,234.04
Union Bank FKA 1st Bank Card	Meetings & Travel - May	119285	2,634.68
ACWA/Joint Powers Insurance	Medical Insurance - July	119286	217,401.25
Advanced Imaging Solutions, Inc.	Copier Lease - June	119287	2,451.32
Airgas USA LLC	Cylinder Rental	119288	172.04
AJX Homes LLC	Closed Account Refund	119289	84.53
Allied Universal Security	Weekly Deposit Svc - Jan to Mar	119290	303.16
Ambient Communities	Deposit Refund Prj 20191-560	119291	5,125.26
Ambius	Plant Maintenance - June	119292	263.00
Arturo Valdez	Closed Account Refund	119293	97.16
AT&T	Internet Svc - June	119294	89.50
AT&T	Phone Svc SCADA - June	119295	442.53
AT&T	Phone Svc - May	119296	4,659.69
Bentley Systems Inc	Water & Sewer CAD/Gems Subscription 20-21	119297	15,101.10
Bergelectric Corp.	Palos Vista Pump Station Electric Generator Prj 20181-6	119298	126.50
Bradley Hancock	Closed Account Refund	119299	82.35
CCI	Hand Sanitizer Prj 20201-850	119300	840.45
Charles & Carol Buel	Closed Account Refund	119301	40.64
Controlled Motion Solutions, Inc.	Hardware Supplies	119302	86.25
Core Logic Information Solutions Inc	Real Quest Svc - Engineering Maps - May	119303	212.18
County of San Diego	Recording Fees - May	119304	1.92
Custom Truck Body & Equipment, Inc.	Backhoe Trailer Repair Veh 189 - Floor Replacement & Painting	119305	13,741.13
CWEA	Collection Cert Renewal - D Richardson	119306	94.00
CWEA	Collection Cert Renewal - J Woodard	119307	99.00
Dan Tran	Closed Account Refund	119308	333.35
DirecTV Inc	Satellite Svc - June	119309	130.31
Doug's Filter Service Inc	Wiping Rags	119310	193.95
Electrical Sales Inc	SCADA Upgrade Materials Prj 20201-4, Hardware Supplies	119311	763.17
Emcor Service	HVAC Preventative Maintenance	119312	4,419.00
Evelyn Rollins	Closed Account Refund	119313	88.18
Fast Auto Loans Inc	Closed Account Refund	119314	87.91
Hall Land Company, Inc.	Deposit Refund Prj 20181-403	119315	2,239.14
Harrington Industrial	Supplies - TOR Vault & Onsite Piping Repairs	119316	864.23
Hawthorne Machinery Co.	Track Dozer Rental, Fleet Supplies	119317	2,481.81
Infosend Inc	Postage & Printing - Mar	119318	2,951.76
Interstate Batteries	Emergency Generator Batteries - 12	119319	1,654.25
Intertide Properties Inc	Closed Account Refund	119320	64.43
Jack Henry & Assoc Inc	Remit Plus Annual Maintenance 20-21	119321	3,260.00
Jinjiang Zhu	Closed Account Refund	119322	107.20
JCI Jones Chemicals Inc	Chlorine	119323	6,129.63
Joshep Mc Intire	Closed Account Refund	119324	62.77
Kelly Stine & Mark Weslar	Closed Account Refund	119325	45.32
Khan Iqbal or Rubyna Iqbal	Overpayment Refund	119326	609.13
Left Coast Window Cleaning	Monthly Cleaning & Disinfecting Svcs MRF Prj 20201-850	119327	2,093.13
Lloyd Pest Control	Pest Control - June	119328	120.00
Madison Greene	Closed Account Refund	119329	116.03
Mallory Safety & Supply, LLC	Safety Supplies	119330	331.87
Matheson Tri-Gas Inc	Cylinder Rental	119331	61.57
Michael Baker International, Inc.	Montiel Lift Station & Foreceman Replacement Prj 20201-2	119332	49,330.87
Michele Davison	Closed Account Refund	119333	29.52
Olivenhain MWD	Treated Water - May	119334	83,445.80
Ostari Inc	DUO Software Subscription - May, IT Support - June	119335	3,107.92
Pacific Pipeline Supply	Meter Boxes & Lids 6, Filter Fabric, Hardware Supplies	119336	1,367.24
Pencco, Inc.	Sulfend RT, Calcium Nitrate	119337	19,638.77
Perrault Corporation	Rock & Cold Mix	119338	8,399.05
Plumbers Depot Inc	Sewer Tools - For Combination Trucks	119339	1,395.71
Randy Shields	Closed Account Refund	119340	92.10
Richard Crow	Closed Account Refund	119341	99.66
Richard W. Gittings	Hillside Development - Rincon Consultants	119342	5,113.50
Rusty Wallis Inc	Soft Water Svc - June	119343	220.00
San Elijo Joint Powers Authority	North San Diego Water Reuse Coalition 2020	119344	390.00

VALLECITOS WATER DISTRICT
WARRANTS LIST
July 1, 2020

PAYEE	DESCRIPTION	CHECK#	AMOUNT
San Marcos Gardens, LP	Closed Account Refund	119345	99.24
SCADA Integrations	SCADA Svc - MRF	119346	170.00
Scott Diederich	Closed Account Refund	119347	84.56
Susan Reische or John Mirau	Closed Account Refund	119348	79.51
Terra Verde Energy LLC	District Solar Prj 20201-14	119349	4,061.00
Tracie Wayne	Closed Account Refund	119350	14.09
Univar USA Inc	Sodium Bisulfite, Caustic Soda	119351	4,861.90
UPS	Shipping Svcs - June	119352	141.61
V & A Consulting Engineers Inc	Pipeline Assessment Prj 20141-4	119353	563.00
Vista Fence Company Incorporated.	Fence Repair South Lake - 100 Ft	119354	2,644.00
Atlas Environmental Services, Inc	Tree Removal & Stump Grinding - 1530 Windsong Lane	119355	4,770.00
Block C Wrap, LLC	Bill Correction	119356	25,470.66
Doane & Hartwig Water Systems Inc	Tube Assemblies For Pumps - TOR	119357	654.23
Dion International Trucks LLC	Fleet Supplies	119358	333.71
Eurofins Eaton Analytical Inc	Algae Testing - Mahr	119359	210.00
Fisher Scientific LLC	Nitrate Test Strips, Lab Supplies	119360	923.91
Fleet Pride	Fleet Supplies	119361	57.97
Grainger Inc	Window & Door Sealant, Hardware Supplies	119362	1,448.72
Hach Company	Reagent & Fluoride Tests	119363	1,639.57
Huntington & Associates, Inc.	Pump Control, Valve Rebuild Kits 3, Cla Val Repair Kits 3	119364	2,902.83
Moorehoward Investments, LLC	Deposit Refund Prj 20181-442	119365	18,535.18
National Safety Council	Safety Survey	119366	4,963.00
Pacific Rim Hydroseeding, Inc.	Hydroseeding Prj 20191-6	119367	1,180.00
Quartic Solutions LLC	GIS Assessment - Maximo Integration	119368	9,919.90
Southern Counties Lubricants, LLC	Oil	119369	122.78
T.S. Industrial Supply	Shovels 10, Marking Paint, Hardware Supplies	119370	633.45
Unifirst Corporation	Uniform Delivery	119371	1,864.84
Waxie Sanitary Supply	Cleaning Supplies - June	119372	919.93
Total Disbursements (93 Checks)			<u>618,487.53</u>
WIRES			
Public Employees Retirement System	Retirement Contribution - June 16, 2020 Payroll	Wire	75,601.20
PAYROLL			
Total direct deposits		Wire	242,677.82
VWD Employee Association		119278	578.00
Payroll & Garnishments	119279 through	119279	689.06
IRS	Federal payroll tax deposits	Wire	96,829.73
Employment Development Department	California payroll tax deposit	Wire	18,490.74
CalPERS	Deferred compensation withheld	Wire	21,948.50
VOYA	Deferred compensation withheld	Wire	7,479.09
Total June 16, 2020 Payroll Disbursements			<u>388,692.94</u>
TOTAL DISBURSEMENTS			<u><u>1,082,781.67</u></u>

DATE: JULY 1, 2020
TO: BOARD OF DIRECTORS
SUBJECT: REQUEST FOR ANNEXATION OF CERTAIN PROPERTY DESIGNATED AS “SUNRISE ORIX” APN 228-312-10 INTO THE VALLECITOS WATER DISTRICT AND SEWER IMPROVEMENT DISTRICTS 1, 2, 5, 6 & A (SUNRISE GARDENS PROJECT OWNER, LLC.)

BACKGROUND:

Sunrise Gardens Project Owner, LLC., owner of the property, obtained conditions for annexation from the Vallecitos Water District Board on April 17, 2019. Those approved conditions expired on April 17, 2020. The owners are now ready to move forward with their project and are requesting a new approval for water and sewer annexation.

The Sunrise Orix development consists of two parcels (APNs 228-312-09 and 228-312-10) located south of Barham Drive and west of Meyers Avenue totaling 14.36 acres. The development is not within the Vallecitos Water District water service boundary. However, APN 228-312-09 (3.56 acres) is within VWD’s Sewer Improvement Districts 1, 2, 5, 6 & A. APN 228-312-10 (10.8 acres) will need to be annexed into VWD’s Sewer Improvement Districts 1, 2, 5, 6 & A to match. The property is within the Rincon Del Diablo Municipal Water District (RDDMWD) and the owner wishes to continue water service with RDDMWD.

DISCUSSION:

Per District Ordinance No. 200, Section 2.5, for annexations to Sewer Improvement District “A”, where water service is provided by another agency, the Board shall require that the property be concurrently annexed into VWD’s water service area. For the Sunrise Orix development, RDDMWD will provide water service to both parcels. However, since the developer is requesting annexation of APN 228-312-10 into VWD’s Sewer Improvement Districts 1, 2, 5, 6 & A, this property will also be required to annex into VWD’s water service area to comply with the Ordinance.

Annexation of APN 228-312-10 will also require processing through the Local Agency Formation Commission (LAFCO) and the State Board of Equalization (SBOE) for the water and sewer service boundary changes.

The project is in plan check with the District to construct sewer facilities to serve 192 multi-family residential units. The properties are currently undeveloped vacant lots. A separate Board approval will be required for the construction agreement. Wastewater capital facility fees will be due prior to issuance of the final building inspection or utility release per Resolution 1441.

FISCAL IMPACT:

Payment of \$52,606.80 (\$4,871 x 10.8 acres) in water annexation fees and \$104,479.20 (\$9,674 x 10.8 acres) in sewer annexation fees will be collected in accordance with Ordinance No. 200. All other fees will cover actual costs and have no fiscal impact.

RECOMMENDATION:

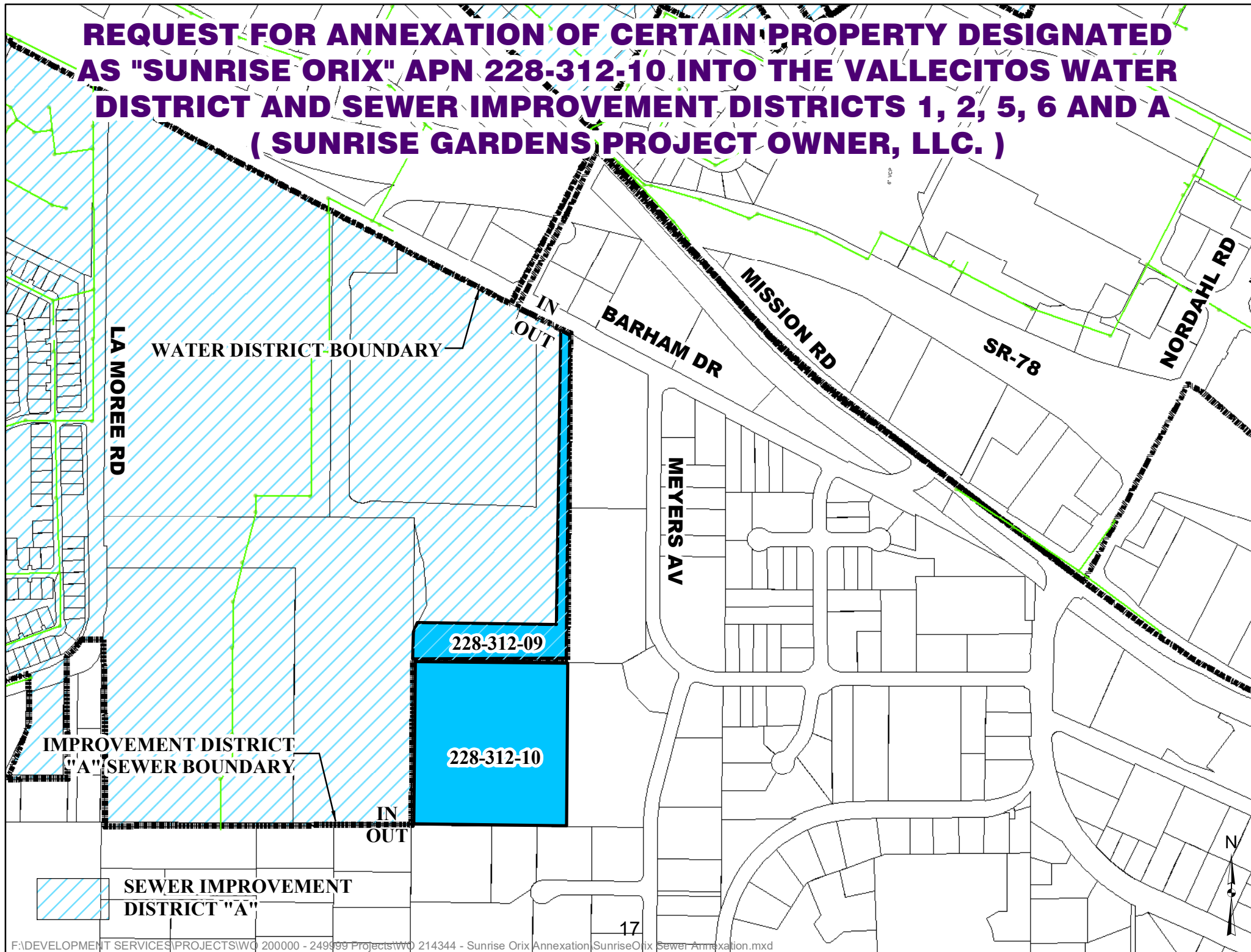
Approve the conditions for annexation of APN 228-312-10 into the Vallecitos Water District and Sewer Improvement Districts 1, 2, 5, 6 & A which include the following:

1. Payment of water annexation fees of \$52,606.80.
2. Payment of sewer annexation fees of \$104,479.20.
3. Payment of State Board of Equalization fee of \$ 800.
4. Payment of \$1,000 administration deposit (already paid).
5. Complete process for annexation through LAFCO.
6. Submittal of a copy of title report (initiated or updated within the last six months) showing ownership.
7. Submittal of a geographic description of the property including a plat map.
8. Completion of the annexation within 2 years of initial Board approval. If annexation is not completed within the 2 years of Board approval, a new request for annexation may be required.

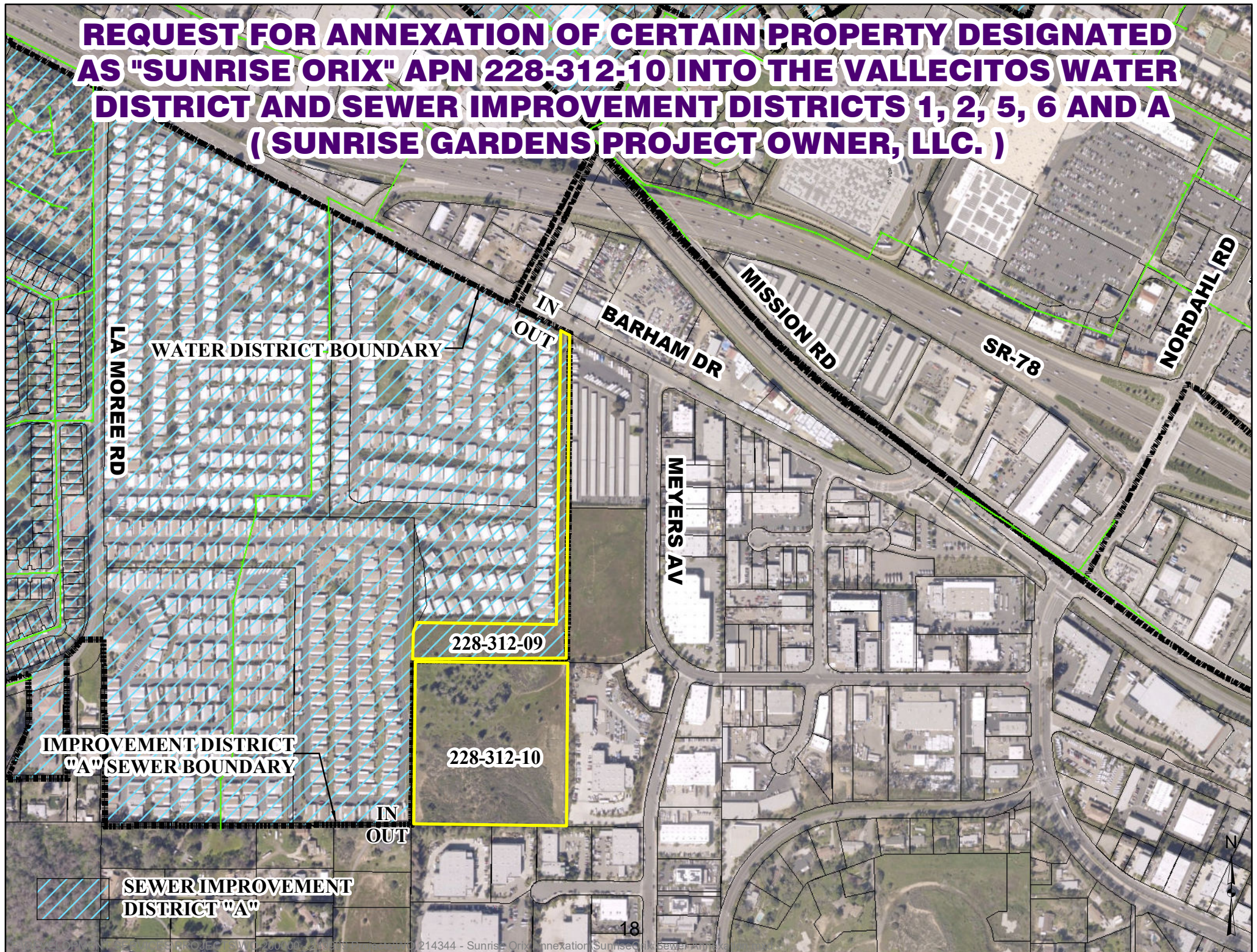
ATTACHMENTS:

2 Map Exhibits: 1-Plat & 1-Aerial

REQUEST FOR ANNEXATION OF CERTAIN PROPERTY DESIGNATED AS "SUNRISE ORIX" APN 228-312-10 INTO THE VALLECITOS WATER DISTRICT AND SEWER IMPROVEMENT DISTRICTS 1, 2, 5, 6 AND A (SUNRISE GARDENS PROJECT OWNER, LLC.)



REQUEST FOR ANNEXATION OF CERTAIN PROPERTY DESIGNATED AS "SUNRISE ORIX" APN 228-312-10 INTO THE VALLECITOS WATER DISTRICT AND SEWER IMPROVEMENT DISTRICTS 1, 2, 5, 6 AND A (SUNRISE GARDENS PROJECT OWNER, LLC.)



DATE: JULY 1, 2020
TO: BOARD OF DIRECTORS
SUBJECT: APPROVAL OF CONSTRUCTION AGREEMENT FOR EL DORADO APARTMENTS OFFSITE WATER AND SEWER IMPROVEMENTS APN(S) 220-100-08, 220-100-09, 220-100-10, 220-100-12, 220-100-14, 220-100-29, 220-100-56, 220-100-59, 220-100-62 & 220-100-66 (EL DORADO II, LP.)

BACKGROUND:

El Dorado II, LP, owner of the project, has completed the plan check process with the District for the construction of development-related water and sewer mains. The El Dorado Apartments are a multi-family redevelopment project located south of Richmar Avenue between Fitzpatrick Road and Pico Avenue in the City of San Marcos.

DISCUSSION:

A Construction Agreement is typically entered into between a developer and the District to ensure that the required public facilities are constructed to support the demands of the development.

The project will construct approximately 544 feet of 8-inch diameter PVC water main, 892 feet of 10-inch diameter PVC sewer main and 140 feet of 12-inch diameter PVC sewer main.

Upon completion of the water and sewer facilities, water and sewer service will be available to serve 84 multi-family residential units.

All engineering fees and inspection deposits have been paid prior to Board approval of the Construction Agreement. Water and wastewater capital facility fees are due and payable prior to issuance of the final building inspection and/or utility release per Resolution 1441.

The owner has submitted standard surety bonds to guarantee completion of the project. The following bond amounts have been reviewed and approved by staff:

Labor and Materials	\$302,398.00
Faithful Performance	\$302,398.00

FISCAL IMPACT:

None. Future water and sewer revenues will offset costs of service.

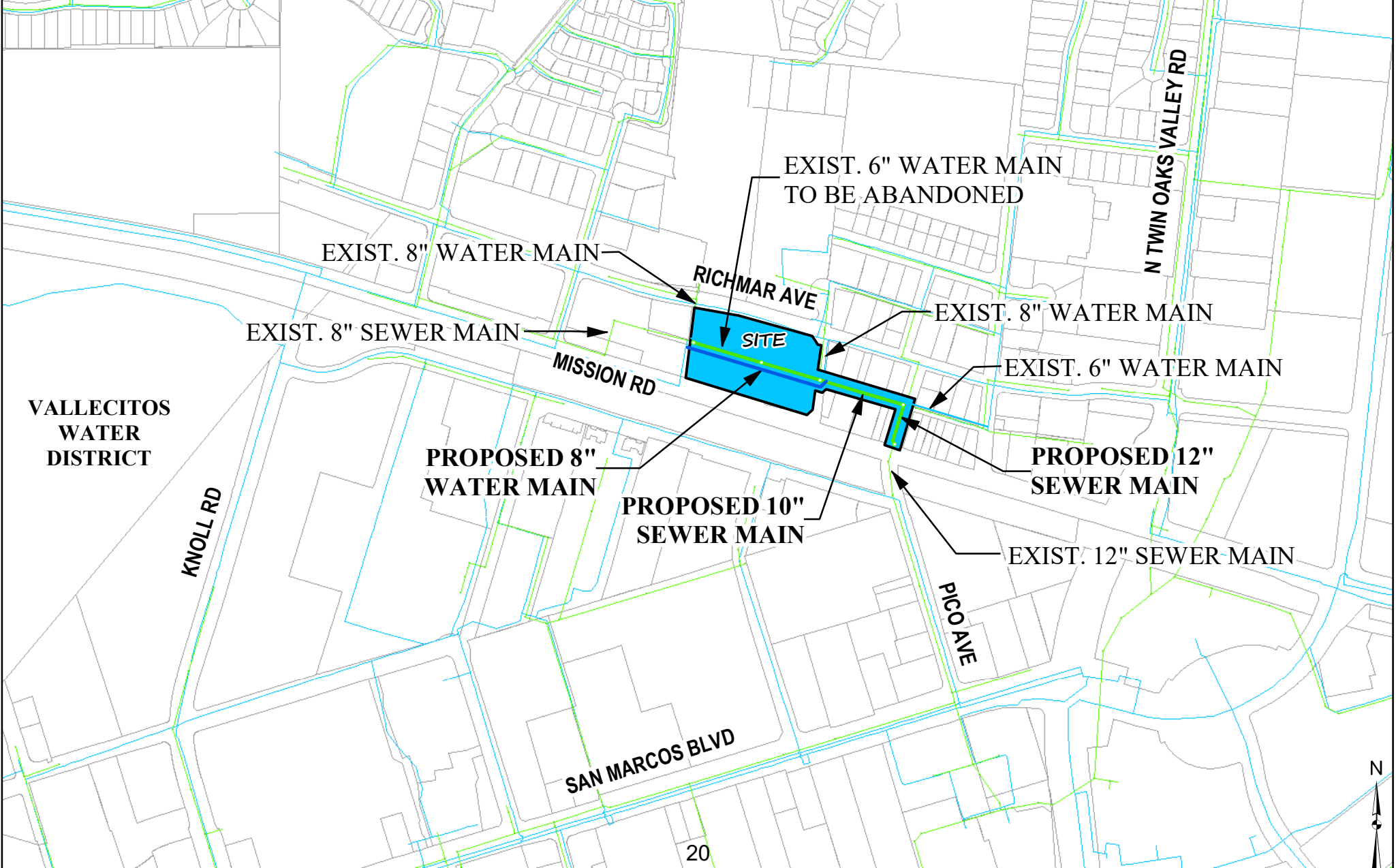
RECOMMENDATION:

Authorize the General Manager to approve the construction agreement for El Dorado Apartments Offsite Water and Sewer Improvements.

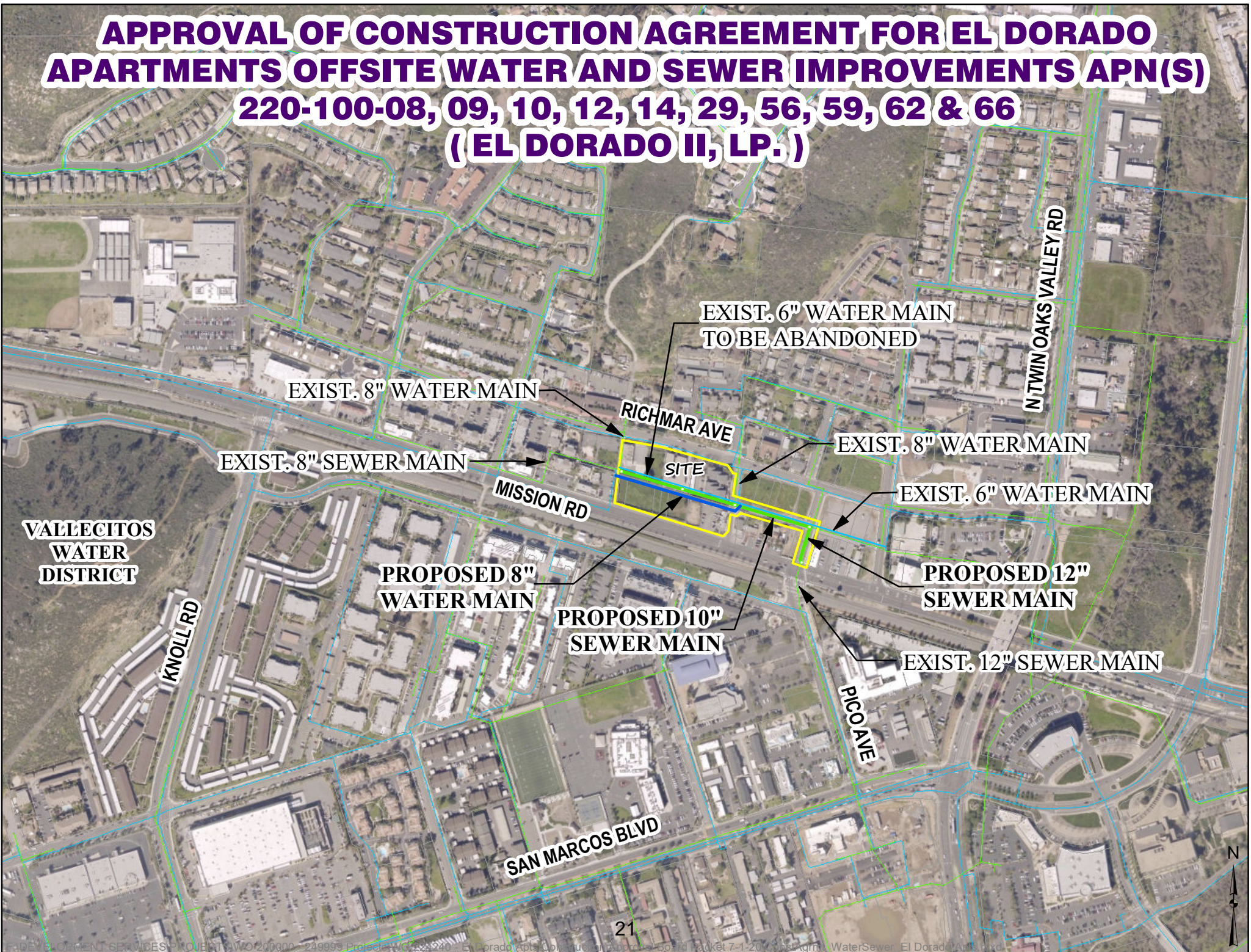
ATTACHMENTS:

2 Map Exhibits – 1 Plat Map & 1 Aerial
Construction Agreement

APPROVAL OF CONSTRUCTION AGREEMENT FOR EL DORADO APARTMENTS OFFSITE WATER AND SEWER IMPROVEMENTS APN(S) 220-100-08, 09, 10, 12, 14, 29, 56, 59, 62 & 66 (EL DORADO II, LP.)



APPROVAL OF CONSTRUCTION AGREEMENT FOR EL DORADO APARTMENTS OFFSITE WATER AND SEWER IMPROVEMENTS APN(S) 220-100-08, 09, 10, 12, 14, 29, 56, 59, 62 & 66 (EL DORADO II, LP.)



DATE: JULY 1, 2020
TO: BOARD OF DIRECTORS
SUBJECT: APPROVAL OF AS-NEEDED ENGINEERING SERVICES AGREEMENTS FOR FISCAL YEARS 20/21 AND 21/22

BACKGROUND:

Vallecitos Water District routinely requires minor engineering and design services for its capital projects and other unscheduled small projects. The cost of these services generally does not justify going through the formal engineering proposal process.

DISCUSSION:

Based on experience, it is often in the best interests of the District to negotiate standard fees for these types of services. Over the past few years, staff has negotiated reduced rates, on an annual basis, with selected engineering/design/specialty firms which have submitted resumes, provided statements of qualifications and/or proposals and have successfully completed projects and provided services to the District. In 2017, the agreements and standard fees were revised to a two-calendar year basis. All as-needed agreements will be reviewed and renewed on a bi-annual basis. Staff and Counsel have reviewed the engineering services agreements and find them consistent with similar, past agreements.

The following firms were selected for as-needed services:

- NV5 - Engineering Design
- Infrastructure Engineering Corp. - Engineering Design
- MurraySmith – Engineering Design
- Black and Veatch – Engineering Design and Planning
- Hoch Consulting – Grant Writing & Engineering Design
- Moraes/Pham - Electrical Engineering
- Land Surveying Consultants – Survey Mapping
- Christian Wheeler Engineering – Geotechnical Engineering
- RF Yeager – Corrosion Engineering
- Harper & Associates – Reservoir Corrosion/Inspection and Design
- Valley Construction Management – Construction Management & Inspection
- DHK Engineers, Inc. – Odor Control & Analytical Services
- Recon Environmental – Environmental Services
- Trussell Technologies – Water Quality Services
- VAP Enterprises – Property Acquisition

FISCAL IMPACT:

The above consultants each submitted a proposal for engineering related services on a time and material basis. The hourly rates are often reduced from their normal rates because certain administration/marketing costs are not required for the “on-call” nature of the work involved. Fees associated with specific work under these as-needed contracts will be directly reimbursed through developer deposits or charged to specific capital projects. As-needed agreements are utilized for contracts in accordance with the District’s purchasing policy.

RECOMMENDATION:

Authorize the General Manager to enter into as needed engineering services agreements with the selected firms, subject to the provisions of the contract.

DATE: JULY 1, 2020
TO: BOARD OF DIRECTORS
SUBJECT: ENCROACHMENT AGREEMENT WITH THE OLIVENHAIN MUNICIPAL WATER DISTRICT FOR THE INSTALLATION, USE, MAINTENANCE AND REPAIR OF RADIO COMMUNICATION FACILITIES

BACKGROUND:

The District has been approached by a representative for the Olivenhain Municipal Water District (OMWD) requesting the installation of radio communication facilities at the Double Peak Tank site (APN 679-221-10) at 931 Double Peak Drive, San Marcos. The radio communication facilities would become part of the network described below.

OMWD requests permission to install an antenna tower and a gateway basestation at the District's Double Peak Tank site which will allow OMWD the ability to acquire water meter reads via its Sensus Advanced Metering Infrastructure (AMI) communication network. The tower gateway basestation and antenna are operating at 901 MHz which is a private licensed frequency employed by Sensus for two-way communication. Detailed information regarding the installation of the equipment is included in Exhibit B.

DISCUSSION:

Staff from the District's Operations Department met with representatives from OMWD in August of 2019, regarding the District's Double Peak Tank existing antenna tower site, to determine if it was a potential location for a gateway base station that could be added to their AMI communication network. OMWD determined that the Double Peak Tank site was an ideal location for their equipment. The location provides for good signal quality and the fenced compound provides some security from vandalism and tampering.

The antenna tower and gateway basestation would be located in the northern portion of the Double Peak Tank property, within the fenced compound (see Exhibit A). OMWD would install a 40-foot tall antenna tower and radio equipment cabinet approximately 25 feet southwest of where a District antenna tower now stands. There will be no impacts to sensitive vegetation as this area is paved. The communication facilities would be located in an area that would not conflict with access, maintenance or operation of the existing Double Peak Tank.

The District's legal counsel has reviewed this agreement.

FISCAL IMPACT:

None.

RECOMMENDATION:

Authorize the execution of an encroachment agreement with the Olivenhain Municipal Water District for the installation, use, maintenance, and repair of radio communication facilities on the Double Peak Tank site.

ATTACHMENTS:

Encroachment Agreement

Recording requested by &
when recorded, mail to the:

Vallecitos Water District
201 Vallecitos de Oro
San Marcos, CA 92069

APN: 679-221-10-00

(Space above for Recorder's use)
Document Transfer Tax: None

**VALLECITOS WATER DISTRICT
ENCROACHMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the VALLECITOS WATER DISTRICT, organized and existing pursuant to the County Water District Law, California Water Code 30000 et. seq., (hereinafter DISTRICT) and OLIVENHAIN MUNICIPAL WATER DISTRICT, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 et seq., (hereinafter PERMITTEE).

RECITALS

1. THE DISTRICT presently holds title to a property as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.
2. PERMITTEE desires to encroach upon this property.
3. The parties agree that PERMITTEE shall be entitled to encroach upon this property only to the extent and in the manner specified in this Agreement. No other encroachment shall be allowed without the express prior written consent of the DISTRICT.

COVENANTS

1. **Permission to Encroach on Property.** PERMITTEE is hereby granted permission to encroach upon the property described in Exhibit "A", attached hereto, and incorporated herein by reference, in the manner specified in Exhibit "B" subject to all conditions specified in Exhibit "B" and subject to all terms of this Agreement.
2. **Construction of Encroachment.** PERMITTEE shall be solely responsible for all fees, costs and expenses of whatever type or nature associated with construction of the encroachment. The DISTRICT shall be notified at least five (5) days prior to commencement of construction of the encroachment and shall be permitted to inspect and approve all encroachment

construction. All encroachment construction shall be carried out as specified by the DISTRICT in its sole discretion.

PERMITTEE shall pay all costs of the DISTRICT including, but not limited to, the costs of inspection, administration, legal fees and engineering relating to the construction and exercise of permission granted to PERMITTEE by this Agreement.

3. Maintenance of Encroachment Facilities and Area. PERMITTEE shall maintain the encroachment facilities and encroachment area at all times in a safe, sanitary and good condition at PERMITTEE's sole cost and expense. PERMITTEE shall promptly perform all maintenance and repair of the facilities and encroachment area requested by the DISTRICT from time to time in its sole discretion.

4. Protection of DISTRICT Facilities in Encroachment Area. All facilities of the DISTRICT in the encroachment area shall be protected by PERMITTEE as directed by the DISTRICT from time to time in its sole discretion.

5. Permit for all Damages and Expenses Caused by Encroachment. PERMITTEE shall pay for all damages of whatever type or nature which may occur to the DISTRICT's property or facilities within the property as a result of construction, maintenance, use, repair, removal or relocation of PERMITTEE's facilities.

PERMITTEE shall also pay for all fees and costs incurred by the DISTRICT to remove, demolish or relocate PERMITTEE's facilities in order to repair, maintain, replace, relocate or remove DISTRICT's facilities on the property or to install new facilities on the property as the DISTRICT may determine in its sole discretion.

Should the DISTRICT determine that PERMITTEE's facilities must be relocated, as the DISTRICT may determine in its sole discretion, PERMITTEE shall pay all fees and costs to remove and relocate these facilities.

All such payments shall be made within thirty (30) consecutive days following receipt of a written demand from the DISTRICT. The written demand shall specify the amount due and the type of losses or incurred expenses. Any amounts not received by the DISTRICT within this thirty (30) consecutive day period, shall earn interest at the maximum rate authorized by California law.

6. Mutual Indemnification.

6.1 PERMITTEE shall defend, hold and save DISTRICT free and harmless from any and all claims and damages arising from the approval of this Agreement, PERMITTEE's use of the encroachment area or performance under this Agreement (including but not limited to any challenges brought under CEQA), or PERMITTEE's negligence or misconduct or the negligence or misconduct of its representatives, employees, contractors, agents or assigns relating to the work in this Agreement, or injury to PERMITTEE's representatives, employees, contractors, agents, or assigns related to their entering upon DISTRICT's Site related to the installation or use of

PERMITTEE's equipment, except for damages due to the fault, negligence or intentional acts of DISTRICT, its representatives, employees, contractors, agents or assigns.

6.2 DISTRICT shall defend, hold and save PERMITTEE free and harmless from any and all claims and damages arising from DISTRICT's negligence or misconduct or the negligence or misconduct of its representatives, employees, contractors, agents or assigns relating to the work in this Agreement, or injury to DISTRICT's representatives, employees, contractors, agents, or assigns related to their entering upon PERMITTEE's Site, including but not limited to any challenges brought under CEQA related to the installation or use of DISTRICT's equipment, except for damages due to the fault, negligence or intentional acts of PERMITTEE, its representatives, employees, contractors, agents or assigns.

6.3 It is the intent of the Parties that where negligence is determined to have been joint or contributory as between the Parties, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

7. DISTRICT not Liable for Damage to Encroachment or Encroachment Area. The DISTRICT shall not be liable for any damages whatsoever to the encroachment facilities or encroachment area related in any way to the DISTRICT's construction, use, repair, replacement or relocation of any DISTRICT facilities within the property.

8. Other Uses Forbidden. PERMITTEE is limited to the specific encroachment area and facilities granted by this Agreement. No other encroachment is permitted without the express prior written consent of the DISTRICT.

9. Prior Rights. This Agreement shall not alter, modify or terminate, in any way, any of the prior rights of DISTRICT to use of the property. PERMITTEE shall not be considered as acquiring any permanent interest of any kind or nature in the property.

10. General Conditions. The encroachment shall be subject to each of the following general conditions:

10.1 No heavy equipment is permitted on the property.

10.2 The existing ground level over the DISTRICT's facilities shall not be changed without the prior written consent of the DISTRICT.

10.3 No blasting shall be permitted without the prior inspection and approval of the DISTRICT.

10.4 PERMITTEE shall not permit anyone other than PERMITTEE's personnel access to the property, without prior written consent of the DISTRICT. PERMITTEE shall provide District with written notice at least five (5) days before PERMITTEE installs the improvements on the property. PERMITTEE shall provide DISTRICT with reasonable prior written notice of any subsequent PERMITTEE access necessary for equipment maintenance or repair.

10.5 The DISTRICT shall notify the PERMITTEE at least twenty-four (24) hours prior to any scheduled activities at the property that may cause service disruption to the PERMITTEE, including but not limited to, electrical service disruption, antenna tower movement, cabling connections and disconnections, and obstructions to any PERMITTEE's radio antennas' line of sight toward the PERMITTEE's facilities. The DISTRICT shall notify the PERMITTEE within a reasonable timeframe of any unscheduled emergency activities, events, or conditions at the property that may cause service disruption to the PERMITTEE's facilities lasting more than two (2) hours.

10.6 PERMITTEE shall at all times maintain the property in a neat, clean, and safe condition and shall not allow the use of the property in a manner which promotes waste or deterioration.

11. Termination. Violation of any of the terms of this Agreement by PERMITTEE shall constitute a material breach of this Agreement entitling the DISTRICT to terminate this Agreement, in addition to such other relief as may be afforded by applicable law. Upon receipt of notice of termination from the DISTRICT, PERMITTEE shall promptly remove all encroachment facilities and restore the encroachment area in the manner directed by the DISTRICT in its sole discretion. All fees, costs and expenses of removal and restoration shall be paid solely by PERMITTEE.

This Agreement may be terminated by either party for any reason after proper notice has been given. If the Agreement is terminated by the DISTRICT, the DISTRICT shall notify the PERMITTEE at least thirty (30) days prior to the termination date to allow PERMITTEE to remove its improvements from the property. If the Agreement is terminated by the PERMITTEE, the PERMITTEE shall notify the DISTRICT and remove its improvements from the property within thirty (30) days of giving such notice.

12. Agreement as Covenant Running with Land and Binding on Successors. The parties expressly agree that this Agreement shall be construed as a valid and binding equitable servitude and covenant running with the land which shall be binding upon the heirs, personal representatives, successors, assignees or transferees of the parties hereto. The parties expressly waive the right to challenge the enforceability of this Agreement as a legal and binding equitable servitude and covenant running with the land in any subsequent arbitration or litigation between the parties or their successors.

13. Attorney's Fees. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and court costs in addition to such other relief as may be afforded by applicable law.

14. Law Applied. The validity, interpretation, construction and performance of this Agreement shall be construed under the laws of the State of California and the applicable rules and

regulations of the DISTRICT.

15. Venue. In the event of any arbitration or litigation to interpret or enforce the terms of this Agreement, venue shall lie only in the state or federal courts in or nearest to the North County Judicial District, County of San Diego, and State of California.

16. No Warranties. There are no warranties or representations of any kind being made.

17. Modification. This Agreement shall not be altered in whole or in part except by a modification in writing executed by both parties to this Agreement.

18. Meaning of PERMITTEE. The word PERMITTEE as used in this Agreement shall mean the PERMITTEE or any person or entity deriving any interest in this encroachment permit from PERMITTEE or its successors-in-interest.

19. Attorney Representations. The PERMITTEE acknowledges that this Agreement has been reviewed by Best Best & Krieger LLP, general counsel, who represents only the DISTRICT. The PERMITTEE is hereby notified to seek the advice of independent counsel concerning this Agreement and its terms. PERMITTEE acknowledges that PERMITTEE has had the opportunity to do so prior to executing this Agreement.

20. Effective Date. The effective date of this permit is _____, 2020.

21. Board of Directors' Approval. This Agreement is executed by the DISTRICT pursuant to Resolution No. _____, dated _____, which authorizes the secretary of the District from time to time to consent to the acceptance of any encroachment granted by this District for and on behalf of property owners, and to cause an encroachment to be recorded in the Office of the County Recorder of San Diego County.

DISTRICT
VALLECITOS WATER DISTRICT

Accepted By: _____

Date: _____, 2020

Glenn Prum, Secretary
Board of Directors
Vallecitos Water District

PERMITTEE

OLIVENHAIN MUNICIPAL WATER DISTRICT

Name: Kimberly A. Thorner

Title: General Manager

Company: Olivenhain Municipal Water District

Signature*:  Date: 6/24, 2020

* Acknowledgment of the signature(s) of authorized representative(s) of PERMITTEE executing this Encroachment Agreement, by a Notary Public, is required. Attach acknowledgment to this page.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 6/24/20 before me, Stephanie Kaufmann, Notary Public
(Here insert name and title of the officer)

personally appeared Kimberly A. Thorner,
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.

Stephanie Kaufmann
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

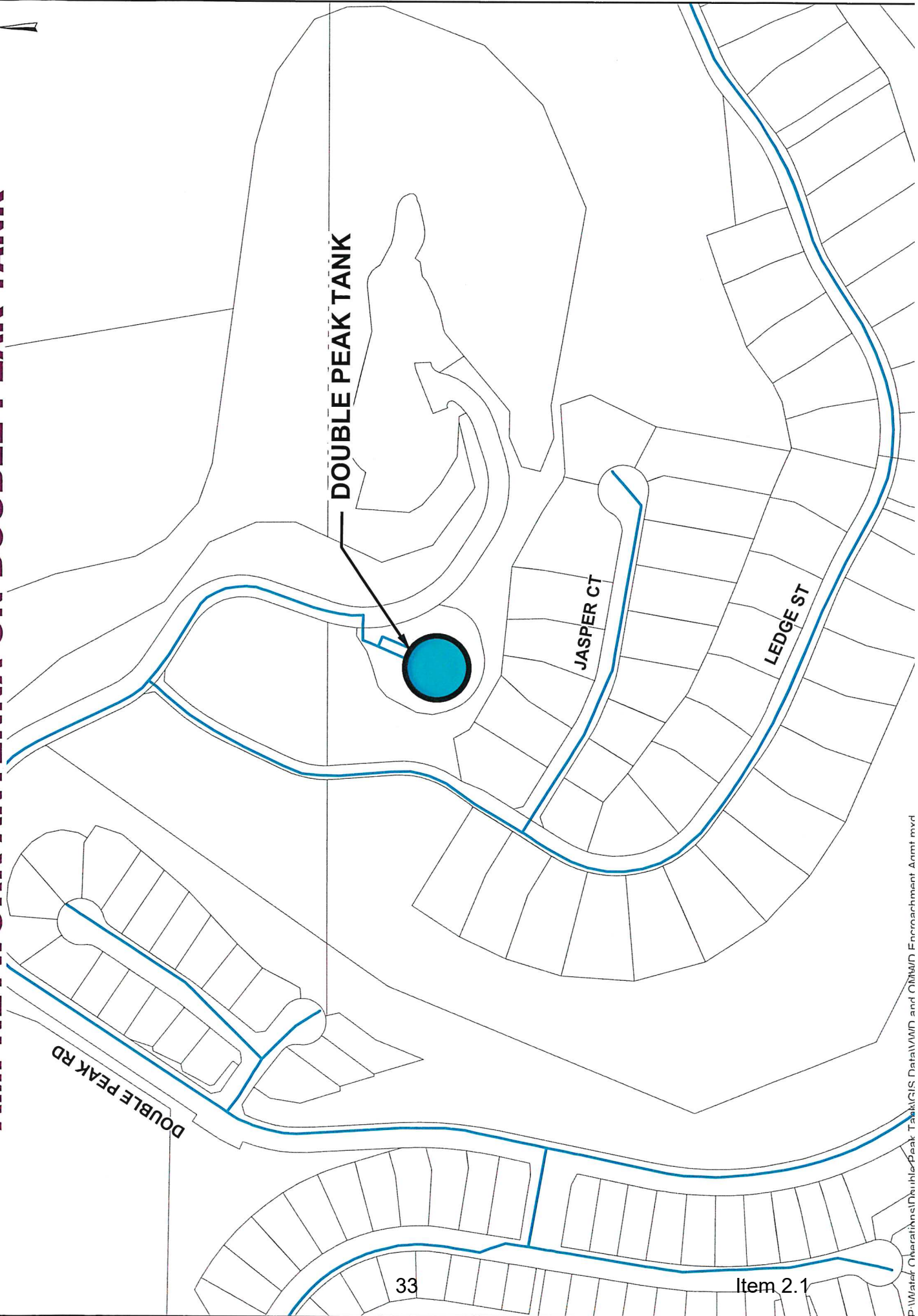
- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

VWD ENCROACHMENT AGREEMENT WITH OMWD TO INSTALL AMI NETWORK ANTENNA ON DOUBLE PEAK TANK



33

Item 2.1

EXHIBIT "B"

1. Encroachment Facilities.

The tower gateway basestation allows PERMITEE the ability to acquire water meter reads via its Sensus Advanced Metering Infrastructure communication network. The tower gateway basestation and antenna are operating at 901 MHz which is a private licensed frequency employed by Sensus for two-way communication.

- a. A Universal Freestanding Aluminum Tower model #7-40 40' tower with an 18" x 18" x 18" triangular width.
- b. An 11' omnidirectional whip antenna mounted at the peak of the tower.
- c. A ¾" conduit from the DISTRICT's electrical room to the M400 equipment cabinet to provide the cabinet power.
- d. A ¾" coaxial cable from the M400 equipment cabinet up the face of the tower providing power to the antenna.
- e. The M400 equipment cabinet station installed 25 feet southwest of the DISTRICT's existing tower.

2. Encroachment Area.

The PERMITEE's encroachment area consists of:

- a. The PERMITEE's tower and tower gateway basestation will be installed 25 feet southwest of the DISTRICT's existing tower. The PERMITEE shall access the antenna by lowering the tower onto its side, if maintenance or repairs are needed.
- b. A 3' x 3' x 4' support caisson with tower pad will be poured to house the tower and cabinet.
- c. A M400 equipment cabinet will be mounted on a tower pad directly next to the 40' tower.
- d. Power for the M400 equipment cabinet will extend underground from the DISTRICT's electrical cabinet to the M400 equipment cabinet. Installation of a quick disconnect on the outside of the DISTRICT's electrical cabinet will allow the PERMITEE to shut down power to the base station with no impact to the DISTRICT.
- e. A single protection bollard will be installed directly in front of the tower pad, relative to the direction of traffic, to assure the tower is protected from a moving vehicle.

3. Special Conditions of Encroachment.

- a. **Installation procedure.** The omnidirectional antenna shall be mounted directly to the tower using the mounting brackets and hardware provided by the antenna distributor. The M400 equipment cabinet shall be mounted on the tower pad. The specific area and method of installation shall be defined by the DISTRICT.
- b. **Equipment used.** The M400 equipment cabinet and the conduit shall be installed according to the current electrical code and best practices followed by the DISTRICT.
- c. **Maintenance schedule.** The PERMITEE's equipment requires periodic maintenance which consists of dusting the inside of the cabinet, performed annually. The PERMITEE

will need to periodically access the encroachment area to performing troubleshooting within the cabinet when alerted by Sensus of a problem.

- d. **Electrical service.** The DISTRICT shall provide and maintain the electrical circuit to the PERMITEE's equipment box. The continuous power consumption of the PERMITEE's equipment is estimated to be less than 40 Watts during normal operation.
- e. **Non-interference.** The encroachment shall not impair the DISTRICT's use of facilities ability to collect meter read data through any of its existing automated meter reading equipment, including an individual antenna, multiple antennae, an individual meter transmitting unit, and/or multiple meter transmitting units. Should the DISTRICT identify that meter reading functionality is being impaired and is attributable to or believed to be attributable to the encroachment described above, the PERMITEE shall immediately deactivate the interfering equipment upon notification from the DISTRICT. The interfering equipment shall remain deactivated until such time as the PERMITEE is able to provide reasonable assurance to the DISTRICT that reactivation of the interfering equipment will no longer cause interference.

DATE: JUNE 16, 2020
TO: BOARD OF DIRECTORS
SUBJECT: REPAIR OF 16" FAILSAFE OUTFALL SEWER PIPELINE

BACKGROUND:

The Failsafe Outfall Sewer (Failsafe) pipeline is a ductile iron pipe (DIP) installed in 1980 and connects the District’s Meadowlark Water Reclamation Facility (MRF) to Encina Wastewater Authority’s (EWA) Ocean Outfall. The Failsafe pipeline allows MRF to discharge sewage treated to the secondary level directly into the ocean, bypassing the tertiary treatment process. Bypassing the tertiary treatment process typically occurs when recycled water demand is low or MRF’s systems are experiencing an upset. MRF also has the operational flexibility to send recycled (tertiary) water through the Failsafe pipeline during scheduled maintenance, water quality disruptions, etc.

The Failsafe pipeline is a closed pressurized line with no access points in the system. The Failsafe pipeline has three designated sections, of which responsibility is shared with the Buena Sanitation District (BSD) and the City of Carlsbad at different percentages based on capacity. Through an agreement with these agencies, the District is responsible for operating and maintaining the pipeline; however, incurred costs, including emergency repairs, are distributed among the agencies as follows:

Pipeline Section	Agency		
	Vallecitos WD	Buena SD	City of Carlsbad
San Marcos	100%	0%	0%
Buena	50%	50%	0%
Carlsbad	16.3%	16.3%	67.4%

DISCUSSION:

In early April, two breaks occurred on the Failsafe pipeline. The first occurred on April 1, 2020, and the second occurred on April 11, 2020.

Staff hired Cass Construction to perform repairs to a failed section of the failsafe line under the District’s emergency purchasing policy. District staff were unable to perform this repair primarily due to the depth and equipment required to complete this repair. Under normal conditions, Resolution No. 1481 requires Board approval for construction above \$50,000. However, under Section 8 of this Resolution, the General Manager can authorize emergency purchases above \$50,000 if it is required “for the health, safety and welfare of the customers of the District, for the protection of the District’s property, or if there is an immediate need or emergency which could not be reasonably foreseen.” Board approval is required at the next available Board meeting. Final billings from Cass were received in late June and reviewed by District staff for accuracy and submitted herein to the Board of Directors for approval.

Cass Construction was selected due to their previous experience with the District installing capital improvement projects, water system repairs, and their ability to mobilize quickly.

On April 1, 2020, VWD responded to a recycled water spill at 2101 Camino Vida Roble, off Palomar Airport Rd. At the time, MRF was pumping a portion of its recycled water through the Failsafe pipeline. District staff quickly responded, by shutting down the pipeline, commencing cleanup efforts, and notifying the appropriate agencies. Approximately 14,180 gallons of recycled water spilled.

On April 11, 2020, VWD responded to an additional recycled water spill at 1945 Palomar Oaks Way, off Palomar Airport Rd. Approximately 1,230 gallons of recycled water spilled during this event.

Due to the rain and location of both spills, none of the discharges was recovered. As the discharge was recycled water, not sewer, no public notification or sampling was required. Operationally, with the Failsafe pipeline shutoff, MRF switched 100% of recycled water discharge to Mahr Reservoir.

Both spills occurred in the “Buena” section of the Failsafe pipeline and therefore, per the existing agreement, BSD and the District will split the costs 50/50.

Cass Construction was able to meet with District staff to schedule and discuss a scope to repair the pipeline. Cass Construction mobilized their equipment and crew and began to perform the following:

April 1 Spill

- on April 6, staff met with Cass to discuss required permits
- potholing began on April 14, installed 16” Power Seal stainless steel clamp
- on April 21, Cass on site to compact and lay asphalt
- Christian Wheeler was on site on April 21 to observe soil compaction

April 11 Spill

- excavation began at 4pm, however shields were not available until 8pm, site secured for early morning start
- resumed excavation on April 12 to expose the 16” DIP Failsafe
- discovered excessive exterior corrosion and voids/broken pipe
- removed 10’ 10” section of pipe
- replaced 10’ 10” section of 16” DIP with PVC C900 DR-14 pipe
- resumed flow from MRF on April 13, however water was still coming from repair area
- excavation continued with the discovery of hole in pipe 5 feet from previous site
- repair completed April 14
- on April 20 and 21, the contractor backfilled excavation and restored damaged drainage facilities and sidewalk
- between April 22 and April 27, the contractor dug out the parking lot’s unstable soil, paved, sealed and striped the parking lot
- Pacific Green Landscaping repaired damaged irrigation

Cass Construction completed the repairs and restoration between the dates of April 8 and April 27. Operations staff assisted in the repair, providing trench dewatering, and materials. Construction management and inspection was performed by District engineering staff.

FISCAL IMPACT:

	<u>April 1</u>	<u>April 11</u>	<u>Totals</u>
Cass Construction repair construction	\$25,567.02	\$131,613.23	\$157,180.25
Christian Wheeler	\$400		\$400
VWD Furnished Material (estimated)	\$450	\$3,200	\$3,650
Staff/Equipment & Overhead (estimated)	\$1,500	\$11,000	\$12,500
Total	\$27,917.02	\$145,813.23	\$173,730.25
BSD responsibility	\$13,958.51	\$72,906.62	\$86,865.13
VWD responsibility	\$13,958.51	\$72,906.62	\$86,865.13

Landscaping restoration by Pacific Green Landscaping Inc. has not been invoiced yet but will be paid under current purchasing policy guidelines.

Staff time includes the initial spill response, assisting the contractor during the repair, coordination with the property owners, and inspection time.

Funding for the repair will be from Fund 200 – sewer operation.

Recent repairs, such as these in the Buena Reach of the Failsafe, have demonstrated that there is a significant need to improve the condition of this pipeline. To address the maintenance needs of this pipeline, a Capital Improvement Program in FY 20/21 will install access points to provide access to the pressured system to rehabilitate, repair, and/or replace sections of the Failsafe. This project will improve maintenance access, identify structural and flow capacity deficiencies, and allow for potential repairs, reducing risk of future spills.

RECOMMENDATION:

Staff recommends the Board approve payment to Cass Construction in the amount of \$157,180.25 for the April 1 and April 11 events.