

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

May 15, 2019

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, May 15, 2019, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President MacKenzie called the meeting to order at 8:30 a.m.

2. ROLL CALL

Directors present: Miller, Vásquez, Dorey, Sanchez, and MacKenzie.

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Assistant Secretary of the Board; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; and Matt Atteberry, Engineering Project Manager; and Mark Saltz, Water Resource Specialist. General Counsel Dave Cosgrove was also present.

Other attendees: Special Counsel John Carter was present for agenda Item 7.

3. PLEDGE OF ALLEGIANCE

Director Dorey led the pledge of allegiance.

4. APPROVAL OF AGENDA

19-05-58	<i>Upon motion by Director Vásquez, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the agenda as presented.</i>
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5. PUBLIC COMMENT TIME

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

6. CONSENT CALENDAR

19-05-59	<i>Upon motion by Director Vásquez, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the Consent Calendar, including Resolution No. 19-16 approving disbursements.</i>
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A. Grant of Right of Way and Quitclaim Deed

See staff report attached hereto. Staff recommended and the Board accepted Grant of Right of Way (R50) and approved Quitclaim Deed (671) for a single-family residence consisting of approximately 2.2 gross acres owned by Alfonso W. and Sandra A. Rodriguez located at 1191 Sweetlime Road, Vista (LN 2018-041; APN 126-340-49; DIV 1).

B. Microsoft Software Licensing Agreement Software

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to enter into a Microsoft Enterprise Agreement with SoftwareOne for the three-year period ending May 31, 2022 in amount not to exceed \$106,059.

C. Minutes of Board of Directors meeting on May 1, 2019

The minutes of May 1, 2019 were approved as presented.

D. Resolution ratifying check disbursements

RESOLUTION NO. 19-16

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 61498 through 61621 drawn on Union Bank totaling \$356,660.61.

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 15th day of May 2019.

7. APPROVAL OF AGREEMENT TO SECURE EASEMENT FOR SAN PASQUAL UNDERGROUNDING PROJECT

See staff report attached hereto.

General Manager Brett Hodgkiss updated the Board on the status of the San Pasqual Undergoing Project (Project). Mr. Hodgkiss stated that the City of Escondido (Escondido) has secured easements across the San Pasqual Indian reservation as well as two private parcels referred to as the Thompson parcels. The last easement to be secured is across fee title land owned by the San Pasqual Band of Diegueno Mission Indians of California (Band).

Special Counsel John Carter provided an overview of the Agreement for Conveyance of an Easement (Easement Agreement) between Escondido, Vista Irrigation District (District) and the Band. Mr. Carter stated that the Easement Agreement is in accordance with Paragraph 5.C. of the San Luis Rey Indian Rights Implementing Agreement (Implementing Agreement) approved on December 5, 2014 by Escondido, the 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. Paragraph 5.C. of the Implementing Agreement refers to the Project and provides that the District and Escondido remove and replace the Escondido Canal located within the San

Pasqual Reservation with an underground pipe and associated facilities and agree to reclaim the land occupied by the replaced canal. Mr. Carter said that the Band acquired fee land where a portion of the existing canal is located as well as where a portion of the new pipeline will be located.

Mr. Carter summarized the Easement Agreement, stating that the Band will grant an easement on its recently acquired fee land for the pipeline; the District and Escondido will pay the Band the negotiated amount of \$78,500, which encompassed \$21,500 for the appraised value of the land for the easement and \$57,000 for loss of use of the well located on the easement; the District and Escondido will decommission the well and agree to reclaim the land where the well was located; the District and Escondido will remove the portion of the Escondido Canal that is located on the newly acquired fee land and reclaim said land; the District and Escondido will relinquish the existing easements on the San Pasqual Reservation and fee lands where the Escondido Canal is to be removed; and the Band will grant the District and Escondido a temporary license to provide for access, storage, and other uses during construction.

Mr. Hodgkiss stated that the easement is just over 39,000 square feet. Mr. Carter provided clarification regarding the cost assessment for the loss of use of a well, stating that the Band originally provided a higher estimate for the loss of the well and that cost was negotiated down to \$57,000. Mr. Hodgkiss stated that the completion time for the reclamation portion of the Project across the fee land will be 12 months after the completion of the Project.

Mr. Carter stated that the Band had signed all the documents; Escondido City Council was to consider approval of the documents on May 22.

19-05-60 *Upon motion by Director Miller, seconded by Director Sanchez, the Board of Directors adopted Resolution No. 19-17 approving an Agreement for Conveyance of an Easement (Easement Agreement) between the City of Escondido (Escondido), Vista Irrigation District (District), and San Pasqual Band of Diegueno Mission Indians of California (San Pasqual) and authorizing the District Board President to sign the Agreement on behalf of the District; and authorizing the District officers, staff and legal counsel to represent in open court in the United States District Court for the Southern District of California that the District understands and agrees with the terms of this Easement Agreement, validly exercised its governmental power to be bound by its terms, and that the District has received adequate legal representation in reaching that conclusion, by the following roll call vote:*

AYES: Directors Miller, Vásquez, Dorey, Sanchez, and MacKenzie
NOES: None
ABSTAIN: None
ABSENT: None

A copy of Resolution 19-17 is on file in the official Resolution Book of the District.

8. ANNUAL CONTRACT FOR PAVING SERVICES

See staff report attached hereto.

Director of Operations and Field Services Frank Wolinski stated that the District has progressively increased the scope of its paving contracts over the past four years in an effort to enhance the District’s ability to be responsive in the repair of roadways. He pointed out that the District spent approximately \$761,000 annually for paving services (via contractual paving services and competitively bid jobs) in fiscal years 2017 and 2018 with \$480,000 of paving work being performed under the contract in fiscal year 2018. Mr. Wolinski stated that during the first three quarters of fiscal year 2019 all services had been performed

under the paving contract (\$550,000), leaving just \$50,000 available for the balance of work to be performed this fiscal year. He stated that the requested amendment to the current agreement with Joe's Paving, Inc. (increasing the contract amount to not to exceed \$800,000) is to cover approximately \$200,000 in estimated paving services that are still needed for the remainder of fiscal year 2019.

Mr. Wolinski reviewed Joe's Paving, Inc.'s proposed price increases for fiscal year 2020 contract extension, stating that the price increases reflect higher material and labor costs. Mr. Hodgkiss clarified that the extension is for one year.

19-05-61 *Upon motion by Director Sanchez, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors authorized the General Manager to amend the existing contract with Joe's Paving, Inc. to provide paving services on District projects in an amount not to exceed \$800,000 and to extend the contract with proposed new pricing for fiscal year 2020 in an amount not to exceed \$800,000.*

9. ANNUAL CONTRACT FOR TRAFFIC CONTROL SERVICES

See staff report attached hereto.

Mr. Wolinski presented the bid results for traffic control services for District jobs. He explained that staff performed an analysis of the District's billed hours (regular, overtime and weekend/holidays) for traffic control services over the past three fiscal years applying proposed rates and determined that Cecilia's Safety Service, Inc. (Cecilia's) would provide the District with the lowest cost option by approximately \$10,000 to \$12,000 a year.

Director Dorey requested clarification as to why Cecilia's regular and overtime hourly rates were the same. Mr. Wolinski responded that Cecilia's has indicated that they have staff on standby that don't work every day, which allows them to pull from those employees to work shifts outside normal business hours at a regular pay rate rather than an overtime pay rate.

19-05-62 *Upon motion by Director Miller, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors authorized the General Manager to execute an agreement with Cecilia's Safety Service, Inc. to provide traffic control services for District jobs in an amount not to exceed \$550,000.*

10. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

See staff report attached hereto.

Director Miller stated that there has not been a meeting of the San Diego County Water Authority (Water Authority) Board of Directors since his last report. He reported that the Regional Water Quality Control Board recently approved the permit for the new seawater intake and discharge facilities at the Claude "Bud" Lewis Carlsbad Desalination Plant.

Mr. Hodgkiss reported on information he received from Glenn Farrel, Government Relations Manager for the Water Authority regarding the budget trailer bill. He said that Senate Budget Subcommittee 2 on Resources will be taking up the budget trailer bill, which includes the identification of a revenue source

for the Safe and Affordable Drinking Water Fund. Mr. Hodgkiss said that the Committee is recommending the use of \$150 million of General Fund monies derived from a recent U.S. Supreme Court decision, “Wayfair vs South Dakota” (which is the remittance of sales tax from online retailers), rather than the imposition of a water tax as a continuous revenue source for the Safe and Affordable Drinking Water Fund.

Mr. Hodgkiss stated that the reusable bags provided to each Board member at the dais were part of the Water Authority’s *Brought to You By Water* campaign on agriculture. He reported that these bags were distributed at the Vista Farmer’s Market as part of the Water Authority’s campaign.

Director Miller stated that he would be out of town for the next meeting of the Water Authority Board of Directors scheduled for May 23, 2019. He indicated that he would receive the summary notes from the meeting and provide a recap to the Board at its June 5 meeting.

11. MEETINGS AND EVENTS

See staff report attached hereto.

Director Dorey reported on his attendance at the recent Association of California Water Agencies (ACWA) Conference where he attended the ACWA Joint Powers Insurance Authority (ACWA/JPIA) Board of Directors Meeting. He informed the Board that he was not elected to serve on the ACWA/JPIA Executive Committee or the California Water Insurance Fund Committee. Director Dorey also reported on his attendance at the ACWA Groundwater Committee as well as the ACWA Agriculture Committee, where he heard a presentation by Friant Water Authority on the approaches to achieve water balance.

Director Sanchez reported on his attendance at the ACWA Conference where he attended a meeting of the ACWA Energy Committee; the Committee discussion covered the Public Safety Shutoff Program. He also attended the ACWA Water Management Committee meeting where the discussion centered on the Delta Flow Voluntary Agreements. He further reported that he attended a sessions on water rates and regulation trends, which reviewed social media advocacy in the industry, new water quality standards and future taxation of water rates throughout the country. Director Sanchez suggested that the District consider developing a formal written plan dealing with social media. He also reported that he attended the ACWA Region 10 session, which provided a good overview of issues discussed by each ACWA Committee.

Director Vásquez reported on his attendance at the ACWA Conference where he attended a meeting of the ACWA Water Quality Committee; the Committee discussed the steelhead recovery program, which includes establishing river flows throughout the region. Director Vásquez voiced concern about the impact the river flows could have on the Henshaw Dam and Lake Henshaw. He reported that he also attended a session regarding water rates and regulation trends and a session regarding the development of the next generation of water system operators. Director Vásquez also reported on his attendance at a session titled “Surveying the Landscape for the New Urban Water Conservation Objectives”, which focused on the implementation of the 2018 water conservation legislation. He also attended the Region 10 Board Meeting.

President MacKenzie reported on her attendance at the ACWA Conference where she heard Joaquin Esquivel, the Chair of the California State Water Resources Control Board, discuss the need to update the San Francisco Bay/Sacramento-San Joaquin Delta Estuary Water Quality Plan and the State’s “no net loss” policy regarding the State’s wetlands. She attended a luncheon where Jared Blumenfeld, Secretary of Environmental Protection for California Environmental Protection Agency, talked about the collaborative approach the State and Federal Environmental Protection Agencies are taking to address environmental protection related issues. President MacKenzie reported that she also attended a meeting of the ACWA Membership Committee where the Committee’s goals and objectives were reviewed.

President MacKenzie reported on her participation on the California Special Districts Association (CSDA) Legislative Committee conference call where they reviewed various bills. She also attended the California Local Agencies Formation Commission Board Meeting, where the new dues structure was discussed; dues will be going up by about \$4,000. President MacKenzie also informed the Board about a lawsuit involving the San Luis Obispo Local Agencies Formation Commission and its attempt to collect attorney fees from an applicant using the indemnification clause contained in its annexation application. She requested that staff and General Counsel review the indemnification clauses contained in various District documents to ensure that the language is up to date and provides adequate protections for the District.

Director Vásquez requested to attend the tour of the facilities of the Mesa Water District and the Orange County Water District, which will be hosted by the ACWA Communications Committee (Committee) on June 13, 2019 at 9:30 a.m. and will include a business meeting of the Committee. Directors Vásquez and Sanchez both requested to attend the ACWA Region 10 Program on July 30, 2019 at the Arroyo Trabuco-Orange County Golf Course.

19-05-63 *Upon motion by Director Miller, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the following attendances: Director Vásquez to attend the ACWA Communications Committee tour of facilities at the Mesa Water District and the Orange County Water District on June 13, 2019; and Directors Vásquez and Sanchez to attend the ACWA Region 10 Program at the Arroyo Trabuco Canyon Golf Course on July 30, 2019.*

12. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

Mr. Hodgkiss reviewed the list of tentative items for future agendas; there was a brief discussion regarding the timelines for the ACWA Region 10 nominations and ACWA and CSDA committee appointments.

13. COMMENTS BY DIRECTORS

President MacKenzie informed the Board that the wife of Ron Holloway, Principal at BHA, Inc. passed away. BHA, Inc. performs surveying services for the District.

14. COMMENTS BY GENERAL MANAGER

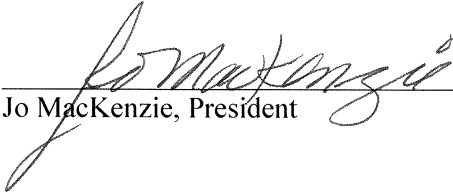
Mr. Hodgkiss suggested the date of Thursday August 8, 2019 at 9:00 a.m. for the Water Supply Planning Workshop. The Board presented no objection to the suggested date.

Mr. Hodgkiss also informed the Board that the District has completed all work necessary to move forward with the completion of the sale of the property on Warmlands Avenue. He stated that payment has been received, and the Quitclaim Deed has been prepared for signature by the Board President.

General Counsel David Cosgrove reported on a recent ruling in *Horizon Capital Investments, LLC v. City of Sacramento*. Citing previous case law, the Sacramento Superior Court invalidated a special tax established by the City of Sacramento, determining that the “qualified electors” of a community facilities district are the registered voters of the entity imposing the special tax, not the landowners within such district.

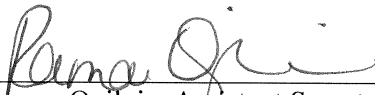
15. ADJOURNMENT

There being no further business to come before the Board, at 10:32 a.m., President MacKenzie adjourned the meeting.



Jo MacKenzie, President

ATTEST:



Ramae Ogilvie, Assistant Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date:	May 15, 2019
Prepared By:	Matt Atteberry
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: GRANT OF RIGHT OF WAY AND QUITCLAIM DEED

RECOMMENDATION: Accept Grant of Right of Way (R50) and approve Quitclaim Deed (671) for a single-family residence consisting of approximately 2.2 gross acres owned by Alfonso W. and Sandra A. Rodriguez located at 1191 Sweetlime Road, Vista (LN 2018-041; APN 126-340-49; DIV 1).

PRIOR BOARD ACTION: None.

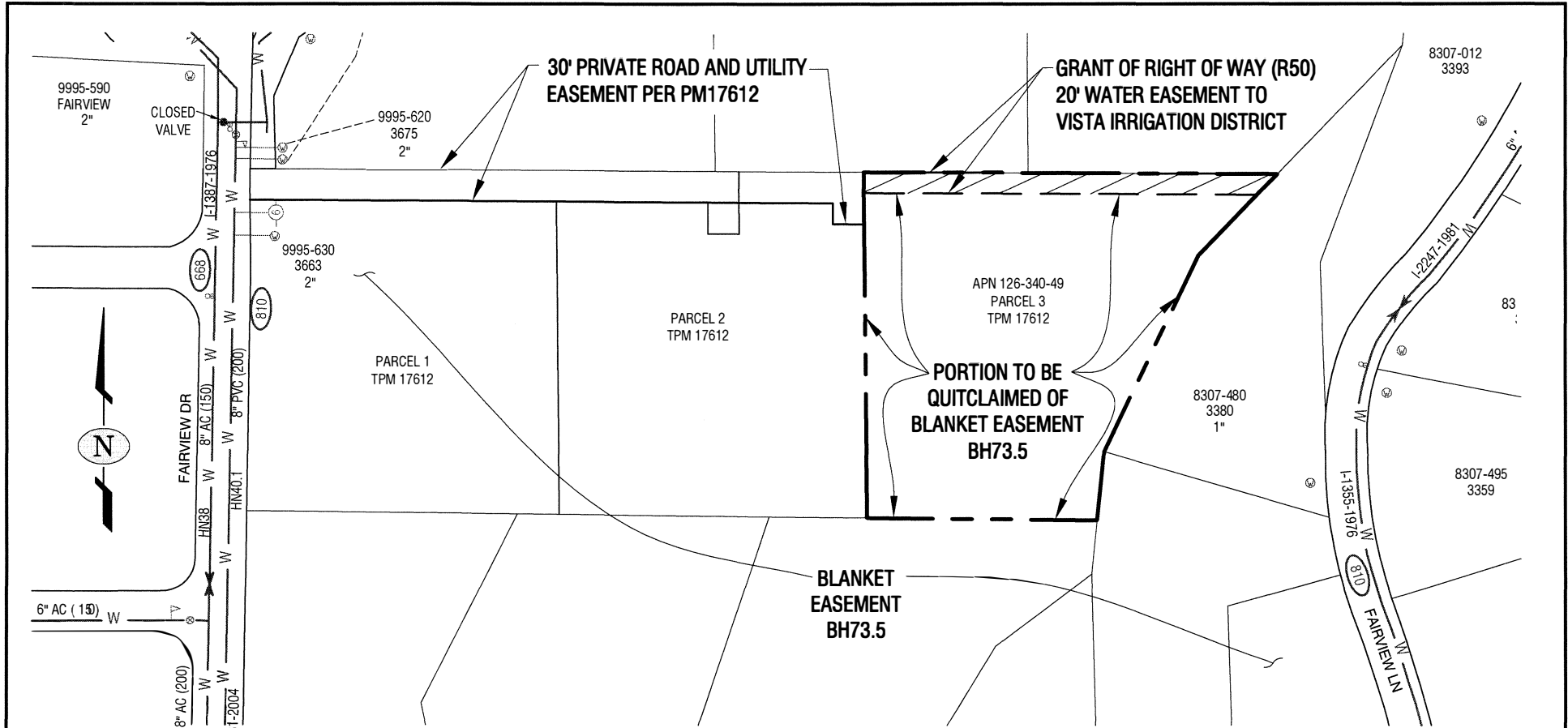
FISCAL IMPACT: None.

SUMMARY: Acceptance of Grant of Right of Way (R50) via easement document and approval of Quitclaim Deed (671) will allow the District to secure a dedicated 20-foot specific easement over the private property and allow the District to record these documents with the County Recorder.

DETAILED REPORT: The owners, Alfonso W. and Sandra A. Rodriguez, are in the process of developing a single-family residence on 2.2 gross acres located at 1191 Sweetlime Road (APN 126-340-49). On February 8, 2019, the owner made application and paid the necessary fees to the District for a 1-inch domestic Temporary Offsite Service in accordance with the District's Rules and Regulations Section 3.8.6.

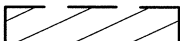
Acceptance of Grant of Right of Way (R50) will allow the installation of future water facilities to be located within a 20-foot dedicated specific easement. The owners have requested that portions of Blanket Easements (H73.5), which will no longer be needed, be quitclaimed over APN 126-340-49; staff recommends that the Board President sign the Quitclaim Deed (671) after the Grant of Right of Way is recorded to maintain prior rights. Approval and acceptance of these items will allow the owner to proceed with the development of their project.

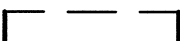
ATTACHMENT: Map

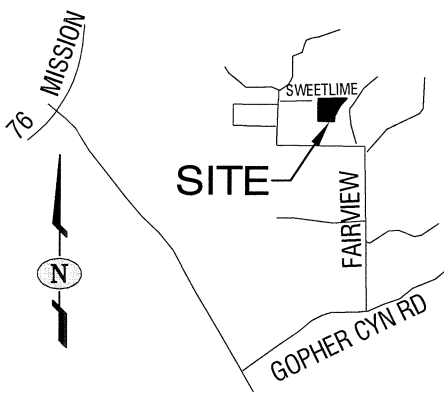


OWNER
 ALFONSO & SANDRA RODRIGUEZ
 3663 FAIRVIEW DR
 VISTA, CA 92084

LEGEND

 GRANT OF RIGHT OF WAY (R50) INDICATES 20' EASEMENT TO BE GRANTED TO VISTA IRRIGATION DISTRICT.

 QUITCLAIM DEED (671) INDICATES PORTION TO BE QUITCLAIMED OF BLANKET EASEMENT BH73.5



**VISTA IRRIGATION DISTRICT
 GRANT OF RIGHT-OF-WAY (R50)
 QUITCLAIM DEED (671)**

APN 126-340-49	T.B.
SCALE: 1"=50'	L.N. 2018-041
APPD. BY <i>JB</i>	DATE <i>5/1/19</i>
DRAWN BY: JB	DATE 4/30/19
SHEET 1 OF 1	MAP G3, H3
REVISED: 4/30/19 Jeanette Bradshaw	

Z:\Engineering\JOBS\LN-Jobs\LN2018\LN 2018-041 Fairview\LN2018-041 Maps.dwg



STAFF REPORT

Agenda Item: 6.B

Board Meeting Date: May 15, 2019
Prepared By: Brian Fisher
Reviewed By: Marlene Kelleher
Approved By: Brett Hodgkiss

SUBJECT: MICROSOFT SOFTWARE LICENSING AGREEMENT

RECOMMENDATION: Authorize the General Manager to enter into a Microsoft Enterprise Agreement with SoftwareOne for the three-year period ending May 31, 2022 in amount not to exceed \$106,059.

PRIOR BOARD ACTION: On May 11, 2016, the Board authorized the General Manager to enter into a Microsoft Enterprise Agreement (MEA) with SoftwareOne for \$41,860 annually for three years ending May 31, 2019, for a total contract price of \$125,580.

FISCAL IMPACT: Annual fees are \$35,353 for the next three years, for a total contract price of \$106,059.

SUMMARY: Microsoft regularly provides product upgrades, maintenance releases and patches. With this agreement, the District purchases the right to continued upgrades without interruption, 24 x 7 technical support, unlimited web support, access to the most recent software versions, simplified license tracking and reduced risks of license noncompliance.

DETAILED REPORT: The District has utilized an MEA since 2004; the current agreement expires on May 31, 2019. The agreement offers the District the ability to have a level pay program for software maintenance and upgrades on District computers and servers. This agreement will be for a term of 3 years.

The County of Riverside has been the leader in the negotiations and procurement of the statewide cooperative license purchase agreements for statewide Microsoft Enterprise software and services; over 300 governmental agencies in California utilize this enterprise agreement. The County of Riverside's volume of licenses for Microsoft products allowed them to obtain deep discounts by going through a competitive bidding process resulting in SoftwareOne being selected as a Microsoft reseller for licensing purposes.

Pursuant to the District's Purchasing Policy, staff recommends taking advantage of the cooperative purchasing power of the County of Riverside in choosing SoftwareOne as the vendor for these licensing services.

ATTACHMENT: SoftwareOne quote under the County of Riverside's MEA

SoftwareONE - software quote				
Quoted by Jason Carmer				
Phone 480-845-7155 jason.carmer@SoftwareONE.com				
Please fax your POs to our Client Assistance Center at 800-366-9994 or email to: statestore@SoftwareONE.com - Call 800-400-9852, option 2, to check status on orders.				
Quoted to:		Vista Irrigation District		
		Brian Fisher		
		BFisher@vidwater.org		
Date:	4/29/2019			
Quote#:	43584			
		EA 57209740 - Expires 5/31/2019		
Important: Please provide the email address of the recipient designated to receive a SoftwareONE "order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
1	J5U-00004	Azure Monetary CommitmentG. No commitment. Will receive monthly invoices for your actual usage	\$ -	
115	269-12442	OfficeProPlus ALNG SA MVL Pltfrm	87.67	\$ 10,082.05
105	W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	41.59	\$ 4,366.95
105	PGI-00270	ExchgEntCAL ALNG SA MVL UsrCAL wSrvcs	22.08	\$ 2,318.40
105	6PV-00007	EntCALsrvcsforEnt ALNG SubsVL MVL PerUsr		\$ -
66	AAA-10777	WinE3FromSA ALNG SubsVL MVL Pltfrm PerUsr	46.63	\$ 3,077.58
39	AAA-10798	WinE3 ALNG SubsVL MVL Pltfrm PerUsr	52.32	\$ 2,040.48
1	395-02504	ExchgSvrEnt ALNG SA MVL	662.12	\$ 662.12
4	H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	176.05	\$ 704.20
1	H04-00268	SharePointSvr ALNG SA MVL	1,110.33	\$ 1,110.33
10	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	540.90	\$ 5,409.00
11	D87-01159	VisioPro ALNG SA MVL	91.46	\$ 1,006.06
1	MX3-00117	VSEntSubMSDN ALNG SA MVL	979.46	\$ 979.46
29	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic. Were licensed for four 2-procs for eight total procs. Need a min of 8 cores per proc so 64 total cores or 32 2-core licenses. Can renew more if more are currently in use	115.00	\$ 3,335.00
16	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic. Had 6 2-proc licenses (after 4 were stepped up) so you had 12 total procs. Need a min of 8 cores per proc for 96 total cores or 48 licenses	16.30	\$ 260.80
<i>Please type "electronic software delivery" on your PO</i>				
Sub-Total				\$ 35,352.43
Tax		ESD - nontaxable		\$ -
Shipping				No Charge
		Annual Installment		\$ 35,352.43
Prices good for 30 days		Total 3-year commitment	\$ 106,057.29	
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.				



Cash Disbursement Report

Payment Dates 04/18/2019 - 05/01/2019

Payment Number	Payment Date	Vendor	Description	Amount
61498-61499	04/24/2019	Refund Checks 61498-61499	Customer Refunds	4,350.66
61500	04/24/2019	Refund Check 61500	Customer Refund	48.32
61501	04/24/2019	Refund Check 61501	Customer Refund	3.30
61502-61503	04/24/2019	Refund Checks 61502-61503	Customer Refunds	887.00
61504	04/24/2019	ACWA/JPIA	Silica Testing	5,000.00
61505	04/24/2019	Amazon Capital Services	Date Stamp	27.06
61506	04/24/2019	Aquajet Art	Valve Operator Extension Parts	274.76
	04/24/2019		Waterjet Parts	220.89
61507	04/24/2019	Basic pacific	Flexible Spending Service/Cobra 04/2019	257.40
61508	04/24/2019	BHA Inc	Lake Henshaw Hydrographic & Aerial Survey 03/2019	43.15
	04/24/2019		Henshaw Dam Monitoring 03/20129	70.00
61509	04/24/2019	Canon Solutions America, Inc	Copier Maintenance	20.00
61510	04/24/2019	CDW Government Inc	HP ProBook 450 G6 Laptop	851.68
61511	04/24/2019	Cecilia's Safety Service Inc	Traffic Control - Hollyberry Dr	1,360.00
	04/24/2019		Traffic Control - Osborne St	3,570.00
	04/24/2019		Traffic Control Camino Ciego Ct	2,262.50
	04/24/2019		Traffic Control 913 Vale Terrace Dr	1,190.00
61512	04/24/2019	City Of Escondido	EVWTP OSG Expenses 01/2019 - 03/2019	1,000.00
	04/24/2019		Escondido Canal Operating Costs 01/2019 - 03/2019	82,114.38
61513	04/24/2019	City of Oceanside	Weese Treatment 01/2019	43,347.40
61514	04/24/2019	City of San Diego	Services/Oversight of AED Program 4/10/19-4/9/21	175.00
61515	04/24/2019	Coast Equipment Rentals	Concrete	410.12
61516	04/24/2019	Core & Main	Gate Valve 12" POxFL R/W (1)	1,804.67
61517	04/24/2019	CoreLogic Solutions Inc	Realquest Online Services 03/2019	300.00
61518	04/24/2019	Don Smith	Tour of Warner Ranch 4/15/19 - Staff & Guest (8)	127.26
	04/24/2019		Tour of Warner Ranch 4/15/19 - M Miller	15.90
	04/24/2019		Tour of Warner Ranch 4/15/19 - R Vasquez	15.90
	04/24/2019		Tour of Warner Ranch 4/15/19 - P Sanchez	15.90
	04/24/2019		Tour of Warner Ranch 4/15/19 - J MacKenzie	15.90
	04/24/2019		Tour of Warner Ranch 4/15/19 - P Dorey	15.90
61519	04/24/2019	El Camino Rental	Concrete	156.96
61520	04/24/2019	Electrical Sales Inc	Supplies To Repair Parking Lot Lighting	246.30

Payment Number	Payment Date	Vendor	Description	Amount
61521	04/24/2019	Employee Relations, Inc	Background Check	47.35
61522	04/24/2019	Ergostop Inc	Stand-up Desk	1,211.57
61523	04/24/2019	Ferguson Waterworks	Brass Plumbing Fittings	1,991.83
61524	04/24/2019	D.H. Maintenance Services	Janitorial Service 04/2019	2,275.00
61525	04/24/2019	GLC-(CA) Vista LLC	Solar Energy Use @ VID Headquarters 03/2019	5,924.95
61526	04/24/2019	Glennie's Office Products Inc	Office Supplies	100.30
	04/24/2019		Office Supplies	52.78
61527	04/24/2019	Grainger	Rechargeable Batteries (7)	139.42
	04/24/2019		Rechargeable Batteries (7)	139.42
61528	04/24/2019	Hach Company	Chlorine Analyzer Reagents & Maintenance Kits	2,362.91
61529	04/24/2019	HUB Construction Specialties	Caulking (3)	35.56
	04/24/2019		Caulking (1)	7.71
61530	04/24/2019	InfoSend Inc	Data Processing/Mailing Service 03/2019	7,733.50
	04/24/2019		Support/Storage Fees 03/2019	1,389.50
61531	04/24/2019	Joe's Paving	VID Yard Work and Paving	5,000.00
61532	04/24/2019	Kimball Midwest	Fittings, Wire Loom, Hardware	352.15
	04/24/2019		Epoxy, Valve Extractor, Tire Inflator	129.74
61533	04/24/2019	Lightning Messenger Express	Messenger Service 4/4/19 & 4/12/19	105.00
61534	04/24/2019	Moody's	Dump Fee (1)	200.00
	04/24/2019		Dump Fee (1)	200.00
61535	04/24/2019	MRC, Smart Technology Solutions	Managed Print Services	572.64
61536	04/24/2019	NAPA Auto Parts	Hand Soap For Garage	35.71
61537	04/24/2019	North County Auto Parts	Filters, Oil, Shop Chemicals	91.04
61538	04/24/2019	North County Lawnmower Inc	Lawn Equipment Supplies	110.87
61539	04/24/2019	Pacific Pipeline Supply	Grooved Flange Adapter 6" (1)	180.87
	04/24/2019		Coupling 4" Repair PVC C900 (1)	22.73
	04/24/2019		Coupling 6" Repair PVC C900 (2)	71.45
	04/24/2019		Adapter 8" Cast Iron POxFL (1)	107.17
	04/24/2019		Reducer 6x4 Cast Iron POxFL (5)	135.31
	04/24/2019		Adapter 10" Cast Iron POxFL (1)	135.31
	04/24/2019		Sleeve 12" Galvanized Top Sections (4)	164.54
	04/24/2019		Tee 8x6 Cast Iron Flange (1)	207.84
	04/24/2019		Cover 12" Valve Box Cast Iron (3)	233.92
	04/24/2019		Coupling 4" Repair Macro (1)	245.73
	04/24/2019		Tee 10x8 Cast Iron Flange (1)	304.18
	04/24/2019		Coupling 8" Repair PVC C900 (4)	316.09
	04/24/2019		Coupling 6" Repair Macro (2)	508.78

Payment Number	Payment Date	Vendor	Description	Amount
	04/24/2019		Cover 8" Valve Cast Iron Water (12)	350.73
	04/24/2019		Coupling 10" Macro 2 Bolt (2)	777.24
	04/24/2019		Tee 8x6 Cast Iron POxFL (5)	773.99
	04/24/2019		Ell 6"x16" POxFL Bury DI (3)	698.21
	04/24/2019		Non-Stock - Gaskets PO 6" (3)	15.43
	04/24/2019		Valves (2)	(1,303.78)
61540	04/24/2019	Powerland Equipment, Inc	Safety Helmets, Chaps	392.48
61541	04/24/2019	Ramco Petroleum	Fuel 03/2019	1,985.52
61542	04/24/2019	Raymond Handling Solutions Inc	Scheduled Maintenance - F3	98.00
61543	04/24/2019	RC Auto & Smog	AC Service - Truck 69	95.82
61544	04/24/2019	Volvo Construction Equipment & Services	Filters & Oil - E1 Excavator	268.12
61545	04/24/2019	San Diego Gas & Electric	Electric 03/2019 - Cathodic Protection & T&D	229.14
	04/24/2019		Electric 3/2019 - Reservoirs	117.60
	04/24/2019		Electric 3/2019 - Pump Stations	10,366.88
	04/24/2019		Electric 03/2019 - Plants	112.57
61546	04/24/2019	Sloan Electric Company	100HP US Electric Motor Vertical Hollow Shaft	7,564.86
61547	04/24/2019	Midas Service Experts	Tires (2) Truck 15	412.11
	04/24/2019		Tires (2) and Alignment Truck 13	463.46
61548	04/24/2019	Tyler Technologies Inc	Annual Support for Data Export	577.50
	04/24/2019		Output Director Maintenance 05/2019 - 04/2020	1,337.06
61549	04/24/2019	Underground Service Alert of Southern California	DigAlert New Tickets 03/2019	404.35
61550	04/24/2019		DigSafe Board Fees 03/2019	210.00
61551	04/24/2019	UniFirst Corporation	Samples	90.04
	04/24/2019		Uniform Service	390.68
61552	04/24/2019	UniMeasure, Inc	Valve Position Indicator For System Regulators	570.68
61553	04/24/2019	VG Donuts & Bakery Inc	Board Meeting 04/17/19	32.25
	04/24/2019		Board Meeting 4/18/19	32.25
61554	04/24/2019	Vinje & Middleton Engineering Inc	Compaction Tests	195.00
61555-61560	05/01/2019	Refund Checks 61555-61560	Customer Refunds	1,474.84
61561-61563	05/01/2019	Refund Checks 61561-61563	Customer Refunds	2,365.44
61564-61565	05/01/2019	Refund Checks 61564-61565	Customer Refunds	3,301.33
61566	05/01/2019	Active Auto Collision	Repaired Damaged Door/Fender Area	847.21
61567	05/01/2019	Cultura	Cubicle Reconfiguration	2,688.75
61568	05/01/2019	Airgas USA LLC	Welding Supplies	239.95
61569	05/01/2019	AirX Utility Surveyors, Inc	Potholing - Warmlands	25,848.00
61570	05/01/2019	Escondido Metal Supply	Yard Parts Labels (32)	125.85
61571	05/01/2019	BAVCO	Valves for Regulators (48)	735.49

Payment Number	Payment Date	Vendor	Description	Amount
61572	05/01/2019	Pro-Pipe Solutions	Pipe Puller	1,364.00
61573	05/01/2019	Boot Barn Inc	Footwear Program	180.00
61574	05/01/2019	Cal-Mesa Steel Supply Inc	Steel Tube	301.70
	05/01/2019		Material for CX27K Regulator	221.47
61575	05/01/2019	Cecilia's Safety Service Inc	Traffic Control - Camino Ciego Court	1,540.00
	05/01/2019		Traffic Control - Warmlands Ave/Vista Grande Dr	1,445.00
	05/01/2019		Traffic Control - Buena Creek Rd/Sunshine Mountain	3,485.00
	05/01/2019		Traffic Control - S Melrose Dr	2,565.00
61576	05/01/2019	Citi Cards	VID Courtyard Table Umbrellas (6)	941.71
	05/01/2019		Dam Safety Preparedness/Mitigation Seminar	166.45
	05/01/2019		ACWA Conference	239.30
	05/01/2019		Warehouse Non Stock and Kitchen Items	91.55
	05/01/2019		Warehouse Non Stock and Kitchen Items	597.62
	05/01/2019		GFI FaxMaker Online Service	12.75
	05/01/2019		Refreshments for Respirator & LCW Trainings	176.70
	05/01/2019		Santa Ana River Watershed Conference - R Vasquez	132.23
	05/01/2019		So Cal Water Coalition Luncheon - P Dorey	75.00
	05/01/2019		ACWA Conference - R Vasquez	182.96
	05/01/2019		ACWA Conference - P Sanchez	239.30
	05/01/2019		Groundwater Law & Legislation Forum - P Dorey	276.40
	05/01/2019		ACWA Conference - R Vasquez	103.00
	05/01/2019		ACWA Conference - B Hodgkiss	275.00
61577	05/01/2019	Coast Equipment Rentals	Excavator Rental	613.77
61578	05/01/2019	Core & Main	Gate Valve 12" FL (2)	3,299.12
61579	05/01/2019	Craneworks Southwest Inc	Hydraulic Fitting For Waste Oil Suction Pipe	16.51
	05/01/2019		Hydraulic Hose - B12	31.36
61580	05/01/2019	Department of Water Resources	Henshaw Dam Fee	21,594.00
61581	05/01/2019	DIRECTV	Direct TV Service	94.99
61582	05/01/2019	Endicott Comm., Inc - CV	Answering Service	315.00
61583	05/01/2019	Ergostop Inc	Sit/Stand Work Desk	584.80
61584	05/01/2019	Fleet Pride	Check Blocks For Warehouse Use	144.13
61585	05/01/2019	Glennie's Office Products Inc	Office Supplies	84.68
61586	05/01/2019	Grainger	Pipe Reamers (3)	57.18
	05/01/2019		O-Rings (10)	19.70
	05/01/2019		Tube & Valve Brush	7.65
	05/01/2019		Fork Adapter (1)	150.90
	05/01/2019		O-Rings, Lubricant, Adapter	90.60

Payment Number	Payment Date	Vendor	Description	Amount
61587	05/01/2019	Hach Company	Plant Supplies	653.63
61588	05/01/2019	Hawthorne Machinery Co	Bucket Teeth, Shanks & Retainers - B18	(454.88)
	05/01/2019		Hydraulic Couplers (2)	(131.14)
	05/01/2019		Loader Bucket Cutting Edges - L4	695.42
61589	05/01/2019	Hello Deli	Lunch 04/23/19 - San Luis Rey Water Authority Mtg (5)	69.68
	05/01/2019		Lunch 04/25/19 - Hearing (6)	59.25
61590	05/01/2019	Infrastructure Engineering Corporation	Dailey Bench Slope Stabilization Design 03/2019	467.50
61591	05/01/2019	Jackson & Blanc	Quarterly HVAC Service 4/2019 - 6/2019	2,244.00
61592	05/01/2019	Jo MacKenzie	ACWA State Legislative Committee Mtg 04/26/19	381.09
61593	05/01/2019	Joe's Paving	Patch Paving	1,751.30
61594	05/01/2019	Leon Perrault Trucking & Materials	Trucking & Material 03/2019	11,241.25
61595	05/01/2019	Liebert Cassidy Whitmore	Legal 03/2019	3,791.60
	05/01/2019		Legal 03/2019	8,205.15
	05/01/2019		Legal 03/2019	2,654.20
61596	05/01/2019	Mallory Safety and Supply, LLC	Towel 1CG47 Scrub (30)	502.39
61597	05/01/2019	Moodys	Dump Fee (1)	200.00
	05/01/2019		Dump Fees (2)	400.00
	05/01/2019		Dump Fees (2)	400.00
61598	05/01/2019	Mutual of Omaha	LTD, STD, Life Insurance 05/2019	7,142.69
61599	05/01/2019	NAPA Auto Parts	Hitch Step - Truck 2	103.08
61600	05/01/2019	North County Auto Parts	Filters, Oil, Shop Chemicals	416.95
61601	05/01/2019	North County Industrial Park	Association Fees 05/2019 - Pipeline Dr	256.40
61602	05/01/2019		Association Dues 05/2019 -1391 Engineer St	879.30
61603	05/01/2019	North County Rebuilders	Alternator - Truck #1	172.12
61604	05/01/2019	O'Reilly Auto Parts	Engine Belt - Truck 52	42.95
	05/01/2019		Engine Belt - B16	20.73
	05/01/2019		Tail lights (2) - G9	48.69
61605	05/01/2019	Ramona Disposal Service	Trash Service 03/2019	161.10
61606	05/01/2019	Raymond Handling Solutions Inc	Installed New Loader Wheels - F3	518.85
61607	05/01/2019	Rutan & Tucker LLP	Legal 02/2019	3,551.00
	05/01/2019		Legal 03/2019	3,683.50
61608	05/01/2019	Ryan Herco Flow Solutions	Mud Pump Parts	73.55
61609	05/01/2019	S & R Towing	Dig Out, Upright & Towing - Truck 22	1,000.00
61610	05/01/2019	Volvo Construction Equipment & Services	Filters - E1	61.57
61611	05/01/2019	SD Rubber & Gasket Inc	Diaphragms for Regulator (500)	2,074.19
61612	05/01/2019	SiteOne Landscape Supply, LLC	Drain Box Material	50.95
61613	05/01/2019	Southern Counties Lubricants, LLC	Fuel Use 04/01/19 - 04/15/19	6,582.89

Payment Number	Payment Date	Vendor	Description	Amount
61614	05/01/2019	Midas Service Experts	Tires - Truck 24	204.87
61615	05/01/2019	TS Industrial Supply	Blade 7.25" Skill Saw Carbide (4)	33.44
	05/01/2019		Poly Sprayer 1 gallon (6)	320.46
	05/01/2019		Hammer 3lb Brass Sledge (4)	405.94
	05/01/2019		Extension Cord 25' (6)	168.87
	05/01/2019		Cutter 7" Wire (3)	52.61
	05/01/2019		Sqwinchers 6oz fastpack -Fruit Punch (50)	81.84
	05/01/2019		Gatorade 8.5 oz 1 Gallon packs-Fruit Punch (50)	83.35
	05/01/2019		Gatorade 8.5 oz 1 Gallon packs-Orange (50)	83.35
	05/01/2019		White Striping Paint (24)	124.29
	05/01/2019		4inch Paint Brush (60)	144.84
	05/01/2019		TyVek White 5XL Coveralls (25)	230.03
	05/01/2019		3inch Paint Brush (60)	63.65
	05/01/2019		Black Striping Paint (12)	62.15
	05/01/2019		Blue Striping Paint (60)	310.72
	05/01/2019		Sqwinchers 6oz fastpack -Orange (50)	81.84
61616	05/01/2019	Johnson Controls Security Solutions LLC	Security Monitoring and Maintenance	1,496.51
61617	05/01/2019	UniFirst Corporation	Uniform Service	341.97
61618	05/01/2019	Verizon Wireless	Air Cards 3/13/19-4/19/19	76.02
61619	05/01/2019	Vista Fence Company Inc	Fence Post	14.51
61620	05/01/2019	Vulcan Materials Company and Affiliates	Cold Mix	2,125.64
61621	05/01/2019	WorkPartners OHS	Respirator Exams, Physical	280.00
	05/01/2019		Physical	260.00
Grand Total:				356,660.61



STAFF REPORT

Board Meeting Date: May 15, 2019
Prepared By: Don Smith
Approved By: Brett Hodgkiss

SUBJECT: APPROVAL OF AGREEMENT TO SECURE EASEMENT FOR SAN PASQUAL UNDERGROUNDING PROJECT

RECOMMENDATION: Adopt Resolution No. 19-XX approving an Agreement for Conveyance of an Easement (Agreement) between City of Escondido (Escondido), Vista Irrigation District (VID), and San Pasqual Band of Diegueno Mission Indians of California (Band) and authorizing the District Board President to sign the Agreement on behalf of the District; and authorizing District officers, staff and legal counsel to represent in open court in the United States District Court for the Southern District of California that the District understands and agrees with the terms of this Agreement, validly exercised its governmental power to be bound by its terms, and that the District has received adequate legal representation in reaching that conclusion.

PRIOR BOARD ACTION: On December 8, 2014, the Board approved the San Luis Rey Indian Water Rights Implementing Agreement (Implementing Agreement) between Escondido, VID, San Luis Rey River Indian Water Authority, and 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.

FISCAL IMPACT: The Agreement provides that Escondido and VID jointly pay the Band \$78,500 (\$39,250 by each party) as consideration for the easement and the potable water well within the easement. It also provides that Escondido and VID pay unknown costs related to decommissioning the well within the easement and removing the Escondido Canal, reclaiming the land occupied by said canal and relinquishing easements for said canal on certain fee lands owned by the Band. All costs will be divided equally between Escondido and VID.

SUMMARY: Under the terms of the Implementing Agreement dated December 5, 2014, Escondido and VID are jointly responsible for the project to remove, relocate and replace with an underground pipeline most or all of that portion of the Escondido Canal that currently occupies land within the San Pasqual Reservation (Project). The Project alignment crosses new fee lands from the point where it leaves the San Pasqual Reservation and enters the public right of way in Lake Wohlford Road. The Agreement was negotiated with the San Pasqual Band to provide for an easement across Assessor's Parcel 189-060-08 which the Band owns.

DETAILED REPORT: The Project alignment crosses three private parcels from the point where it leaves the San Pasqual Reservation and enters the public right of way in Lake Wohlford Road. Escondido had an appraisal of the value of the easement required across these parcels prepared in 2017, and easements were secured from a private party crossing two of these parcels (APN 189-060-42 and -44) in December 2018. The Agreement provides for a payment to the Band of \$78,500 to reimburse them for both the value of the easement and the value of the well located within that easement. The Agreement also requires Escondido and VID to perform tasks necessary to decommission that well prior to construction and to reclaim the land presently occupied by the Escondido Canal on other parcels owned in fee title the Band once the Project is complete.

ATTACHMENTS:

1. Resolution 19-XX
2. San Luis Rey Indian Water Rights Implementing Agreement – Section 5.C
3. Agreement for Conveyance of an Easement
4. San Pasqual Undergrounding Project Overview Figure

RESOLUTION NO. 19-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT APPROVING THE
AGREEMENT FOR CONVEYANCE OF AN EASEMENT
BETWEEN CITY OF ESCONDIDO, VISTA IRRIGATION DISTRICT AND
SAN PASQUAL BAND OF DIEGUENO MISSION INDIANS OF CALIFORNIA

WHEREAS, Vista Irrigation District (VID or District) is a Party to the San Luis Rey Indian Water Rights Settlement Agreement (Settlement), which became effective on May 17, 2017 pursuant to the San Luis Rey Indian Water Rights Settlement Act, Public Law 100-675, as amended; and

WHEREAS, City of Escondido (Escondido), VID and San Pasqual Band of Diegueno Mission Indians (Band) are Parties to an Implementing Agreement dated December 5, 2014, which is an exhibit to, and included as part of, the Settlement; and

WHEREAS, as described in Section 5.C. of the Implementing Agreement, Escondido and VID are currently in the process of constructing pipeline utilities through the related project commonly known as the San Pasqual Undergrounding Project (Project); and

WHEREAS, the Band has agreed to cooperate with and support Escondido and VID in the implementation of the Project and will grant an easement for the portion of the project that will occupy the Band's Reservation Land (Reservation Easement); and

WHEREAS, the Band is also the fee simple owner of the property located at 27509 N. Lake Wohlford Road, California, and also known as Assessor Parcel No. 189-060-08 (Property); and

WHEREAS, Escondido wishes to acquire and the Band agrees to convey an exclusive, permanent easement on the Property for water utility purposes in a location to be more particularly described in Section 3 of the Agreement for Conveyance of an Easement (Easement); and

WHEREAS, there is a certain potable water well and appurtenances on the Property within the Easement area (Well) that the Band agrees may be decommissioned by Escondido and VID; and

WHEREAS, the Band owns certain land in fee that is not contained within the San Pasqual Reservation, but is currently encumbered by the easement for the existing Escondido Canal which is to be replaced by a pipeline and this Easement known as Assessor Parcel Nos. 189-181-10 & 16 (Fee Land); and

WHEREAS, the Parties now wish to establish the terms, conditions, and consideration associated with the acquisition of the Easement, decommissioning of the Well, and construction of the Project in the Easement area.

NOW, THEREFORE, the Board of Directors of the Vista Irrigation District does hereby resolve as follows:

Section 1. The Agreement for Conveyance of an Easement (Agreement), attached hereto as Exhibit "1", is hereby approved, and the Board President is hereby authorized to execute the Agreement.

Section 2. District officers, staff and legal counsel are hereby authorized to represent in open court in the United States District Court for the Southern District of California that the District understands and agrees with the terms of the Agreement, validly exercised its governmental power to be bound by its terms, and that the District has received adequate legal representation in reaching that conclusion.

Section 3. District staff is hereby authorized and directed to file a notice of exemption under CEQA with respect to the approval of the Agreement.

PASSED AND ADOPTED by the Board of Directors of Vista Irrigation District this 15th day of May 2019, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jo MacKenzie, President

ATTEST:

Lisa Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

**San Luis Rey
Indian Water Rights
Implementing Agreement**

December 5, 2014

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

Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

4(e) of the Federal Power Act [16 U.S.C. §797(e)] and under any other applicable law and that no other conditions are required or shall be imposed.

5.C. San Pasqual Undergrounding Project. The San Pasqual Undergrounding Project will remove, relocate, and replace with an underground pipeline most or all of that portion of the Escondido Canal and its appurtenant structures, facilities, and rights-of-way that currently occupy land within the San Pasqual Reservation. The San Pasqual Undergrounding Project includes reclamation of the land occupied by the replaced canal by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required.

5.C.1. Local Entities to Implement. Escondido and Vista shall be jointly responsible for implementing the San Pasqual Undergrounding Project, the cost of which will be equally divided between them.

5.C.2. Cooperation by San Pasqual and Grant of Easement. San Pasqual will cooperate with and support Escondido and Vista in the implementation of the San Pasqual Undergrounding Project. In addition, San Pasqual will consent to the grant of an easement for the portion of the San Pasqual Undergrounding Project that will occupy San Pasqual Reservation land. There will be no charge for the easement.

5.C.3. Local Entities to Provide Access. In order to provide San Pasqual access to Local Exchange Water from the San Pasqual Undergrounding Project, during construction of the San Pasqual Undergrounding Project Escondido and Vista will install at their expense four stub sections of pipeline capped with blind flanges. The location of the four stub sections will be determined by San Pasqual in consultation with the Local Entities. In addition, San Pasqual will otherwise be provided access to Local Exchange Water from the Escondido Canal and the San Pasqual Undergrounding Project pipeline south of the northern boundary of the San Pasqual Reservation pursuant to the terms of this Agreement.

5.C.4. Schedule for Completion of Project and Remedies. Subject to Uncontrollable Force, the Local Entities shall implement the San Pasqual Undergrounding

Implementing Agreement Among Escondido, Vista, the Indian Water Authority, and La Jolla, Rincon, San Pasqual, Pauma and Pala Bands of Mission Indians

Project in good faith and with reasonable diligence. The Local Entities shall use their best efforts to complete the San Pasqual Undergrounding Project not later than six years from the Effective Date. If the Local Entities have not completed the San Pasqual Undergrounding Project within six years of the Effective Date, and to the extent that they have not been impaired by Uncontrollable Force, the Local Entities agree to compensate San Pasqual at the rate of \$1,000 per day from the expiration of the six-year deadline. Upon completion of the San Pasqual Undergrounding Project, no further charges shall be paid by the Local Entities to San Pasqual.

5.D. Indian Water Authority to Receive Parker-Davis Benefits for First 20 Years.

The Indian Water Authority is entitled to all of the economic benefits from the initial 20 year allotment of Parker-Davis power from the Western Area Power Administration commencing October 1, 2008. Subsequent to the Effective Date, these economic benefits will be used for water supply, quality, infrastructure and other water-related operations and improvements.

5.D.1. Allocation of Parker- Davis Benefits After the First 20 Years. At the end of the initial 20 year term, the Indian Water Authority, the Bands, Escondido and Vista will jointly apply in good faith for a renewal of the Parker-Davis allotment. Whatever allotment is obtained, the economic benefits will be divided 50% to the Indian Water Authority and Bands, 25% to Escondido, and 25% to Vista. The Indian Water Authority will use its and the Bands' share of the economic benefits for water supply, quality, infrastructure and other water-related operations and improvements and Escondido and Vista will each use their shares of the economic benefits for the Local Water System. In addition to this joint application for Parker-Davis power, each Party may make and pursue its own separate application(s) for any other allotments of Parker-Davis power after the initial 20 year allotment that commences October 1, 2008. This section 5.D.1 shall not apply if and when the Local Entities exercise their right under Article XI to discontinue their responsibility to operate the Local Water System.

AGREEMENT FOR CONVEYANCE OF AN EASEMENT

This Agreement is made as of _____, 2019, between the City of Escondido, a California municipal corporation which includes its respective elected and appointed boards, officials, officers, agents, employees and volunteers (collectively the "City"), the Vista Irrigation District, a California independent special district which includes its respective elected and appointed boards, officials, officers, agents, employees and volunteers (collectively the "VID") and the San Pasqual Band of Diegueno Mission Indians of California, a Federal recognized Indian Tribe (the "Band"). The City, VID and the Band may also at times be individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City, the VID, and the Band are Parties to that certain Implementing Agreement dated December 5, 2014 ("Implementing Agreement") concerning, among other things, the removal, relocation, and replacement of portions of the Escondido Canal within the San Pasqual Reservation with an underground pipeline; and

WHEREAS, as described in Section 5.C. of the Implementing Agreement, the City and VID are currently in the process of constructing pipeline utilities through the related project commonly known as the San Pasqual Undergrounding Project, ("Project"); and

WHEREAS, the Band has agreed to cooperate with and support the City and VID in the implementation of the Project and will grant an easement for the portion of the project that will occupy the Band's Reservation Land ("Reservation Easement"); and

WHEREAS, the Band is also the fee simple owner of the property located at 27509 N. Lake Wohlford Road, California, and also known as Assessor Parcel No. 189-060-08 (the "Property"); and

WHEREAS, the City wishes to acquire and the Band agrees to convey an exclusive, permanent easement on the Property for water utility purposes in a location to be more particularly described in Section 3 ("Easement"); and

WHEREAS, there is a certain potable water well and appurtenances on the Property within the Easement area (the "Well") that the Band agrees may be decommissioned by the City and the VID; and

WHEREAS, the Band owns certain land in fee that is not contained within the San Pasqual Reservation, but is currently encumbered by the easement for the existing Escondido Canal which is to be replaced by the pipeline of the Project and this Easement known as Assessor Parcel Nos. 189-181-10 & 16 ("Fee Land").

WHEREAS, the Parties now wish to establish the terms, conditions, and consideration associated with the acquisition of the Easement, the decommissioning of the Well, and the construction of the Project in the Easement area.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. RECITALS INCORPORATED

The Parties agree that the foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. CONSIDERATION AND RELEASE

- 2.1 **Consideration for Easement.** In consideration for the Band's conveyance of the Easement, the City and VID will perform the following: (1) Pay the Band \$78,500 for the land and the Well occupied by the Easement; (2) at the City's and VID's sole expense, decommission the Well in accordance with the customs and practice for the industry and pursuant to all applicable laws and regulations; (3) at the City's and VID's sole expense remove that portion of the existing Escondido Canal occupying land owned by San Pasqual that lies outside the San Pasqual Reservation pursuant to the terms of section 5.C of the Implementing Agreement;(4) reclaim the said land from which the Escondido Canal has been removed pursuant to section 5.C of the Implementing Agreement; (5) upon completion of removal of the existing Escondido Canal from the San Pasqual Reservation and fee lands owned by San Pasqual, and reclamation of the land in the easement, at VID's and the City's sole expense relinquish the easements and clear the associated title for all of the Band's reservation and fee land from which the Escondido Canal has been removed.
- 2.2 **Release.** In exchange for the consideration above, the Band hereby unconditionally releases, relinquishes, and forever discharges the City and VID from any and all past, present or future obligations, duties, liabilities, rights, entitlements, responsibilities, demands, claims, actions, suits and causes of action of every kind and nature arising under or associated with the acquisition of the Easement and the decommissioning of the Well.
- 2.3 **Cal. Civ. Code §1542 Waiver.** The releases described above are full and final releases applying to all losses, including but not limited to damages, costs, expenses, and attorneys' fees, incurred by the Band, arising out of or in any way connected with the above-described matters. It is the intention of the Parties, in executing this agreement, that the same shall be effective as a bar to each and every claim, demand, and cause of action, by the Band based upon the above-described matters, and the Band knowingly, voluntarily, and expressly waive any and all rights and benefits otherwise conferred by the provisions of section 1542 of the California Civil Code which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor."

The Band expressly consents that, notwithstanding Section 1542 of the California Civil Code, this Agreement shall be given full and final effect according to each and all of its express terms and conditions, including those related to unknown and unsuspected claims, demands, and causes of action. The Parties acknowledge and agree that this waiver is an essential and material term of this Agreement and, without such waiver, this Agreement would not have been entered into.

BAND HEREBY WAIVES ALL RIGHTS AND PROTECTIONS OTHERWISE AVAILABLE TO IT UNDER §1542, HAVING HAD FULL OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOOSING REGARDING THE MATTER.

Initial

Initial

Name, Title

Name, Title

SECTION 3. DEDICATION OF EASEMENT

- 3.1 **Dedication.** For the consideration set forth in section 2.1 herein, the Band will execute the grant deed conveying the Easement to the City in substantially the same form as Attachment A.
- 3.2 **Exclusive.** This Easement is exclusive to the City. However, the Band may use the area in ways that do not interfere with the City’s use of the Easement as determined by the City.

SECTION 4. DECOMMISSIONING OF THE WELL

- 4.1 **Payment.** The consideration in section 2.1 herein includes any compensation due to the Band for the loss of the use or decommissioning of the Well, or both.

SECTION 5. RECLAMATION AND TITLE

- 5.1 **Reclamation of Fee Land.** As part of the consideration set forth in section 2.1 herein the City and VID will provide for the reclamation of the Fee Land at their expense pursuant to Section 5.C of the Implementing Agreement and promptly upon the completion of the reclamation of the existing Escondido Canal on San Pasqual Reservation land. Said reclamation will be by means of demolition, debris removal, grading, and reestablishment of drainage, as well as any associated mitigation of environmental impacts that may be required. The timing for completion of the reclamation shall be a reasonable time frame after the Project is completed and water is being delivered through the new underground pipeline, not to exceed 12 months from both of those conditions precedent.

SECTION 6 CONSTRUCTION

- 6.1 **Temporary License.** Band hereby grants the City and VID a temporary license for construction to provide for the storage, access, or other use that the City will need to complete construction of the Project (“Temporary License”). The Temporary License will be adjacent to the Easement areas as necessary. The Temporary License will expire upon completion of the Project.

- 6.2 **Costs.** City will pay all costs for the Project in the Easement and the Band will not be billed for any survey, construction, repair, or other work performed on behalf of the City and VID in connection with the Project.
- 6.3 **Restoration.** The City will restore to original condition any damage or impact to Band's roads or other existing improvements, including the chain link fence on the Property, caused by the City's construction of the Project in the Easement area, other than the Well.

SECTION 7. MISCELLANEOUS

- 7.1 **Binding Effect.** Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto, in the same manner as if such Parties had been expressly named herein.
- 7.2 **No Obligation to Third Parties.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.
- 7.3 **Drafting.** Each Party has cooperated in the drafting and preparation of this Agreement and any construction to be made of this Agreement, shall not be construed against any Party.
- 7.4 **Consultation with Counsel.** Each of the Parties to this Agreement hereby acknowledges that it has executed this Agreement with the consent, and upon the advice, of its own attorney.
- 7.5 **Effect of Waiver.** No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by a Party of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or under the law.
- 7.6 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given when personally delivered or if sent by certified mail, postage prepaid, with return receipt requested, to the correct address as indicated below:

To: CITY OF ESCONDIDO
Attention: City Attorney's Office
201 North Broadway
Escondido, CA 92025

To: VISTA IRRIGATION DISTRICT
Attention: General Manager
(with copy to Director of Water Resources)
1391 Engineer Street
Vista, California 92081-8836

To: SAN PASQUAL BAND OF MISSION INDIANS
Attention: Chairman
27458 N. Lake Wohlford Road
P.O. Box 365
Valley Center, California 92082

Any Party may change its mailing address/facsimile at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is affected.

- 7.7 **Captions.** The captions and headings herein are for convenience and reference only and do not limit or construe the provisions of this Agreement.
- 7.8 **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. The terms of this Agreement are contractual in nature and not a mere recital. This Agreement is executed without reliance upon any representation by any person concerning the nature or extent of damages or legal liability therefore, and each signer of this Agreement has carefully read and understood the contents of this Agreement and signs the same as his or her own free act.
- 7.9 **Amendment.** This Agreement may not be amended, modified, or supplemented except by a writing executed by the party against whom such amendment, modification, or supplement is sought to be enforced.
- 7.10 **Choice of Law.** This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.
- 7.11 **Sovereign Immunity.** The Band waives its sovereign immunity with respect to the transfer of real property and any of the other matters contained in this Agreement.
- 7.12 **Anti-Assignment Clause.** The Band may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the City and VID.
- 7.13 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which shall be deemed an original with the same effect as if all signatures were on the same instrument.
- 7.14 **Costs.** The respective Parties shall separately bear any and all costs associated with this Agreement or the Easement.
- 7.15 **Representation of Authority.** Each Party represents and warrants to the others that it has the full right and authority to enter into this Release and Settlement 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.
- 7.15.1 **San Pasqual.** The San Pasqual Band of Mission Indians represents and warrants to the other Parties that, by virtue of the resolutions adopted by its General Council and Tribal Council that are attached hereto as Attachments B and C, its chairperson has the full right and authority to: (1) sign this Agreement on behalf of the San Pasqual Band of Mission Indians and (2) if necessary represent in open court in the United States District Court for the Southern District of California that the San Pasqual Band of Mission Indians understands and agrees with the terms

of this Agreement, validly exercised its governmental power to be bound by its terms, and that the San Pasqual Band of Mission Indians has received adequate legal representation in reaching that conclusion.

7.15.2 **Escondido.** The City of Escondido represents and warrants to the other Parties that, by virtue of a resolution adopted by its City Council that is attached hereto as Attachment D, its Mayor has the full right and authority to: (1) sign this Agreement on behalf of the City of Escondido and (2) if necessary represent in open court in the United States District Court for the Southern District of California that the City of Escondido understands and agrees with the terms of this Agreement, validly exercised its governmental power to be bound by its terms, and that the City of Escondido has received adequate legal representation in reaching that conclusion.

7.15.3 **Vista.** The Vista Irrigation District represents and warrants to the other Parties that, by virtue of a resolution adopted by its Board of Directors that is attached hereto as Attachment E, its President has the full right and authority to: (1) sign this Agreement on behalf of the Vista Irrigation District and (2) if necessary represent in open court in the United States District Court for the Southern District of California that the Vista Irrigation District understands and agrees with the terms of this Agreement, validly exercised its governmental power to be bound by its terms, and that the Vista Irrigation District has received adequate legal representation in reaching that conclusion.

IN WITNESS WHEREOF, the Parties below have executed this Agreement as of the date set forth below and are authorized to act on behalf of their respective organizations.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ESCONDIDO

Date: _____

Signature

Name, Title

VISTA IRRIGATION DISTRICT

Date: _____

Signature

Jo MacKenzie, President
Name, Title

SAN PASQUAL BAND OF MISSION INDIANS

Date: _____

Signature

Stephen W. Cope, Chairman
Name, Title

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO
OFFICE OF THE CITY ATTORNEY
MICHAEL McGUINNESS, City Attorney

By: _____

VISTA IRRIGATION DISTRICT

By: _____
JOHN PENN CARTER
Special Counsel

SAN PASQUAL BAND OF MISSION INDIANS

By: _____
JOSEPH R. MEMBRINO
Special Counsel

**RECORDING REQUESTED BY
The City of Escondido**

And When Recorded Mail to:

City Clerk
City of Escondido
201 North Broadway
Escondido, CA 92025

APN 189-060-08 por.

No recording fee required; this document
exempt from fee pursuant to Section 27383 of
the California Government Code

**CITY OF ESCONDIDO
WATERLINE EASEMENT
ESC. DOCUMENT NO. M-04-18**

This deed exempt from tax – Section 11922 of the California Revenue and Taxation
Code

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED

**GRANTOR, San Pasqual Band of Diegueno Mission Indians of California, a
Federally recognized Indian Tribe,**

hereby GRANTS to

THE CITY OF ESCONDIDO, a municipal corporation, GRANTEE,

a permanent and perpetual easement together with the right to forever maintain and
operate underground water pipelines, and appurtenances thereto, both above and
below the ground level, under and across that real property described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH the right to remove any improvement, brush, trees, shrubs, and other growth thereon, unless otherwise herein provided, and at any time and from time to time to locate, relocate, construct reconstruct, maintain, operate, renew, enlarge and remove pipe, and necessary appurtenances thereto, with the right of ingress and egress at all times to said easement and from the same.

PROVIDED HOWEVER, that said right of ingress and egress must be exercised in such a way as will do the least possible damage to the lands, plantings, or improvements thereon, and that all construction material left over after completion of construction or repair shall be removed from the property.

PROVIDED FURTHER, that GRANTOR, its successors and assigns, agree not to erect buildings or structures upon any portion of the above-described Easement.

GRANTOR shall be responsible for maintenance of its property within the Easement Area. GRANTEE shall be responsible for maintenance of its facilities installed within the Easement Area and shall have the right but not the duty to clear and keep the Easement Area clear from buildings, structures and materials which may interfere with GRANTEE's use.

TO HAVE AND TO HOLD said Easement and Right of Way unto the City of Escondido, its successors and assigns, forever.

GRANTOR,

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

CALIFORNIA ALL-PURPOSE 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 _____(date) before me, _____, 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 of Notary

CITY ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the attached deed or grant, dated as shown hereon and from the persons named (Grantor) to the City of Escondido, a municipal corporation, is hereby accepted pursuant to Ordinance Number 2008-12 of the City Council of the City of Escondido, dated November 19, 2008, and the Grantee consents to recordation thereof by said Grantees duly authorized officer.

Vince McCaw,
Real Property Manager

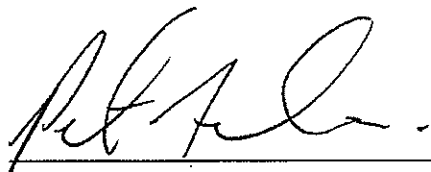
EXHIBIT 'A'
WATERLINE EASEMENT
A.P.N. 189-060-08
SHEET 1 OF 2

ALL THAT PORTION OF REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 30.00 FEET OF THE SOUTHERLY 252.80 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING ALSO THE SOUTHERLY 252.80 FEET OF LOT 10 OF PARTITION MAP OF THE G. WOODS ESTATE, ACCORDING TO MAP NO. 865, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 13, 1900.

EXCEPTING THEREFROM ANY PORTION FALLING NORTHERLY OF THE SOUTHERLY LINE OF PARCEL MAP 18035, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 20TH, 1998 AS FILE NO. 1998-296112.

DESCRIBED PORTION CONTAINS AN AREA OF 39,787 SQUARE FEET, MORE OR LESS.



PETER G. FALCONIERI

12/20/2016

DATE:

MY LICENSE EXPIRES ON 12-31-2017

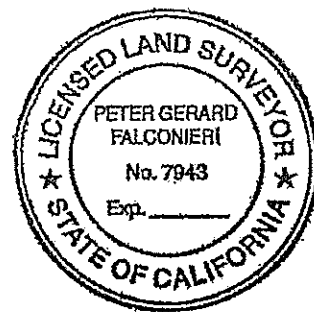
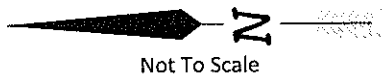
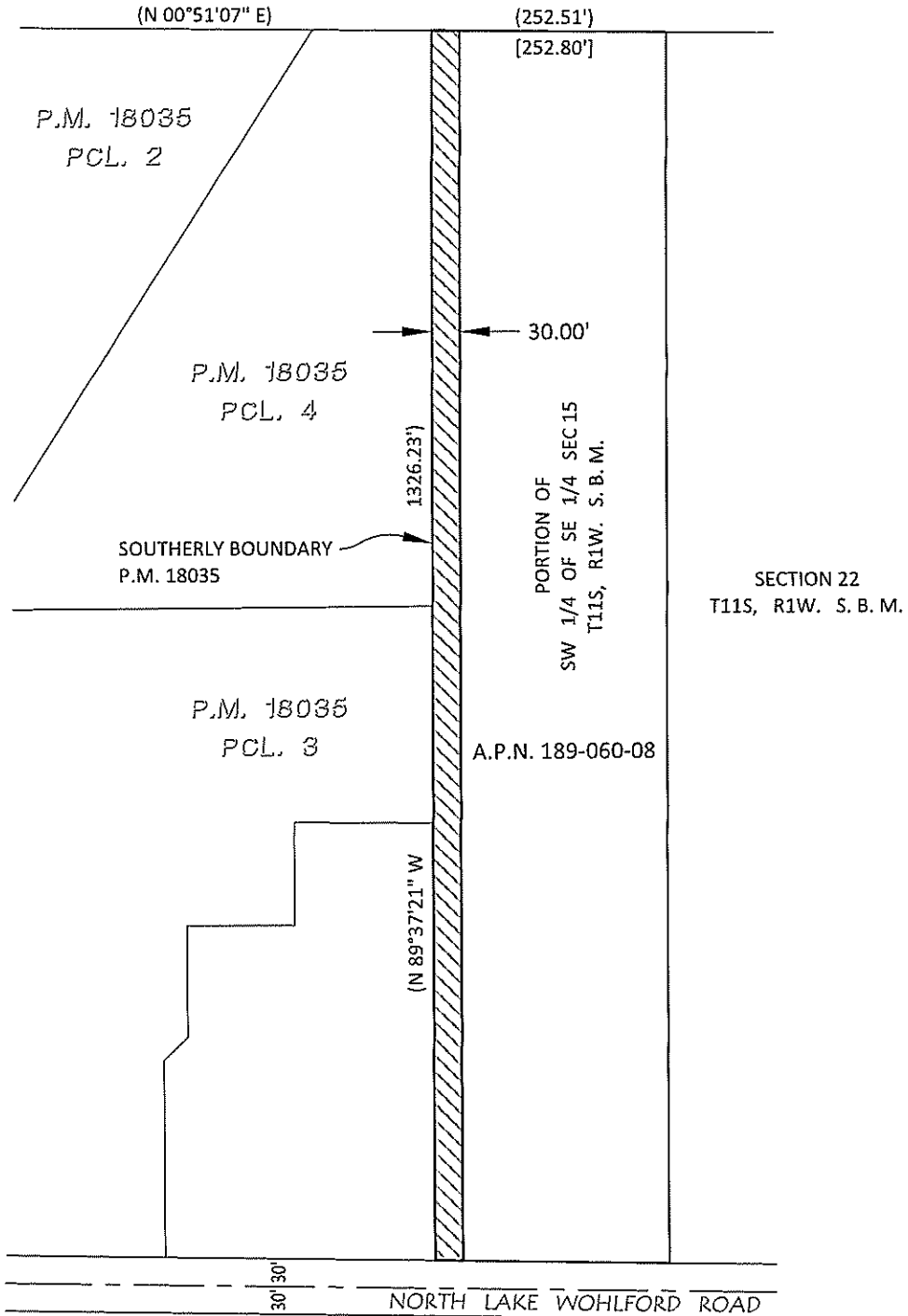


EXHIBIT 'A'

SHEET 2 OF 2

SAN PASQUAL RESERVATION

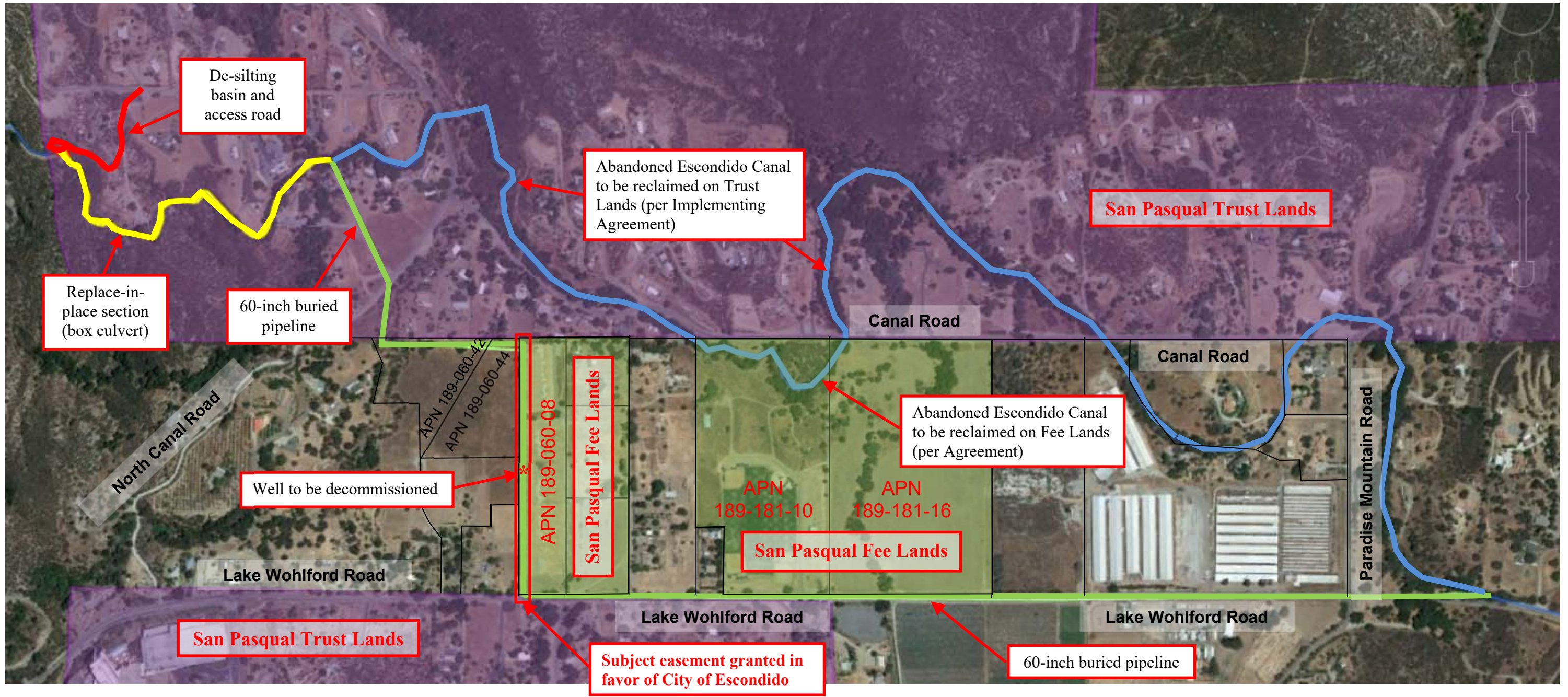


- TOTAL WATERLINE EASEMENT AREA = 39,787 S.F.±
- () = RECORD DATA PER P.M. 18035
- [] = RECORD DATA PER DEED DESCRIPTION

CITY OF ESCONDIDO
 ENGINEERING SERVICES
 201 NORTH BROADWAY
 ESCONDIDO, CA. 92025

WATERLINE EASEMENT
 A.P.N. 189-060-08





Scale: 1" ≈ 525 ft

**San Pasqual
Undergrounding Project
Overview Figure**



STAFF REPORT

Agenda Item: 8

Board Meeting Date: May 15, 2019
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: ANNUAL CONTRACT FOR PAVING SERVICES

RECOMMENDATION: Authorize the General Manager to amend the existing contract with Joe's Paving, Inc. to provide paving services on District projects in an amount not to exceed \$800,000 and to extend the contract with proposed new pricing for fiscal year 2020 in an amount not to exceed \$800,000.

PRIOR BOARD ACTION: On July 5, 2017, the Board authorized the General Manager to enter into a contractual service agreement with Joe's Paving, Inc. to provide paving services on District projects requiring less than 8,000 square feet of paving for fiscal year 2018 in an amount not to exceed \$600,000. On May 2, 2018, the Board authorized the General Manager to amend the existing contract with Joe's Paving, Inc. to provide paving services on District projects under the formal bidding threshold of \$60,000 and to extend the contract for fiscal year 2019 in an amount not to exceed \$600,000.

FISCAL IMPACT: The proposed amendment will increase the maximum contract amount by \$200,000 from \$600,000 to \$800,000 for the fiscal year 2019. The proposed contract amount for fiscal year 2020 is an amount not to exceed \$800,000.

SUMMARY: Annually, the District generates approximately 24,000 square feet of patch paving and requires pavement restoration services for over two miles of trench line to support the mainline replacement program. Board authorized revisions to the paving contract have allowed for a larger quantity of paving projects to be captured under contract versus being formally bid, enhancing the District's ability to be responsive in the repair of roadways. For the first three quarters of fiscal year 2019, the District has used approximately 92 percent (or \$550,000) of the existing contract amount with Joe's Paving Inc.; amending the contract to increase the amount by \$200,000 (from \$600,000 to \$800,000) is projected to capture paving services needed for the remainder of fiscal year 2019.

Joe's Paving, Inc. has submitted proposed price increases for the optional contract extension for fiscal year 2020. The pricing reflects increases in material and prevailing wage labor costs; Joe's Paving, Inc. has provided information to justify the requested increase. Additionally, staff acquired recent bid information from Padre Dam Municipal Water District (Padre Dam) for annual paving with comparable unit pricing. After reviewing the information, staff feels the cost increases are adequately justified and bidding the contract would likely not yield lower costs based on the current bidding climate.

DETAILED REPORT: Since 2015, the District has progressively expanded the scope of the annual paving contract from jobs under 350 square feet to encompassing jobs up to the formal bidding threshold of \$60,000. The expanded scope of the contract has significantly enhanced the District's ability to be responsive in the restoration of roadways related to the mainline replacement program as well as maintenance and repair activities.

In fiscal years 2017 and 2018, the District spent approximately \$761,000 annually for paving services (via the paving contract and competitively bid jobs) with more work being covered under the paving contract in the latter fiscal year (26 percent or \$197,000 in fiscal year 2017 versus 63 percent or 480,000 in fiscal year 2018). During the first three quarters of fiscal year 2019 all paving (\$550,000) services have been performed under the paving contract, leaving \$50,000 available for the balance of work to be performed this fiscal year. Staff estimates that \$200,000 will need to be added contract amount to capture patch paving and mainline replacement paving services needed for the remainder of fiscal year 2019.

As permitted under the terms of the current contract, Joe’s Paving, Inc. submitted proposed unit price increases for paving as well as mobilization fees and other labor-related line items. Since June 2017, asphalt prices have risen approximately 25 percent (\$47.00 to \$58.00 per ton) and prevailing wage labor rates for fiscal years 2018-2020 will have increased between 6 and 7 percent for classification groups specific to paving operations. Joe’s Paving, Inc.’s pricing has remained the same since 2017.

To validate the proposed increases submitted by Joe’s Paving, Inc., staff compared unit pricing from recent bid results conducted by Padre Dam for annual paving for fiscal year 2020. For base paving and cap course on jobs less than 750 square feet, Joe’s Paving, Inc. was approximately 26 percent (or \$4.60 per square foot) below Padre Dam’s lowest bid and approximately 47 percent less (or \$8.64 per square foot) than the lowest bid for jobs between 751 and 3,000 square feet range (table below).

Paving Service	Joe’s Paving (price per square foot)	Padre Dam Low Bid (price per square foot)
Base + Grind & Cap (1 to 750 square feet)	\$12.80	\$17.40
Base + Grind & Cap (751 to 3,000 square feet)	\$ 9.85	\$18.49

Staff is requesting that the Board amend the existing contract with Joe’s Paving, Inc. for fiscal year 2019 in an amount not to exceed \$800,000. Provisions in the original contract allow for it to be extended two additional one-year periods; one of the optional extension periods has been exercised, and staff is recommending that the Board authorize the second (and final) contract extension for the fiscal year 2020 with proposed price increases in an amount not to exceed \$800,000.

ATTACHMENT: Price Sheet (proposed increases are highlighted yellow)

PRICE SHEET

Item	Asphalt Base Paving (Patch Paving)	Current		Proposed (FY2020)	
1	1 - 500 Square Feet	\$4.90	Per Sq. Ft.	\$6.45	Per Sq. Ft.
2	501 - 1,000 Square Feet	\$4.00	Per Sq. Ft.	\$5.60	Per Sq. Ft.
3	1,001 - 2,000 Square Feet	\$3.80	Per Sq. Ft.	\$5.10	Per Sq. Ft.
4	Additional Asphalt replacement 1" depth	\$0.75	Per Sq. Ft.	\$0.75	Per Sq. Ft.
Item	Grind and Cap (Patch Paving)	Current		Proposed (FY2020)	
5	2 - 1,000 Square Feet	\$3.65	Per Sq. Ft.	\$4.60	Per Sq. Ft.
6	1,001 - 2,500 Square Feet	\$3.25	Per Sq. Ft.	\$3.50	Per Sq. Ft.
7	2,501 - 4,000 Square Feet	\$2.60	Per Sq. Ft.	\$3.00	Per Sq. Ft.
Item	Mobilization Fee	Current		Proposed (FY2020)	
8	1 - 1,000 Square Feet	\$0.60	Per Sq. Ft.	\$1.00	Per Sq. Ft.
9	1,001 - 2,000 Square Feet	\$0.40	Per Sq. Ft.	\$1.00	Per Sq. Ft.
Item	Asphalt Base Paving (Main Line Replacement)	Current		Proposed (FY2020)	
10	2,001 - 4,000 Square Feet	\$5.50	Per Sq. Ft.	\$6.00	Per Sq. Ft.
11	≥ 4,001 Square Feet	\$4.50	Per Sq. Ft.	\$5.60	Per Sq. Ft.
Item	Grind and Cap (Mainline Replacement)	Current		Proposed (FY2020)	
12	2,001 - 4,000 Square Feet	\$1.80	Per Sq. Ft.	\$3.50	Per Sq. Ft.
13	≥ 4,001 Square Feet	\$1.50	Per Sq. Ft.	\$3.00	Per Sq. Ft.
Item	Remove and Replace (Main Line Replacement)	Current		Proposed (FY2020)	
14	1 - 500 Square Feet	\$4.90	Per Sq. Ft.	\$6.45	Per Sq. Ft.
15	501 - 1,000 Square Feet	\$4.00	Per Sq. Ft.	\$5.60	Per Sq. Ft.
16	1,001 - 2,000 Square Feet	\$3.80	Per Sq. Ft.	\$5.10	Per Sq. Ft.
Item	Additional Items (Main Line Replacement)	Current		Proposed (FY2020)	
17	Flag-person (using Contractor owned materials and equipment)	\$65.00	Per Hour	\$65.00	Per Hour
18	Project Coordinator (Job Walk)	\$50.00	Per Hour	\$55.00	Per Hour
Item	Seal Coat	Current		Proposed (FY2020)	
19	1 - 500 Square Feet	\$11.00	Per Sq. Ft.	\$6.00	Per Sq. Ft.
20	501 - 1,000 Square Feet	\$5.50	Per Sq. Ft.	\$6.00	Per Sq. Ft.
21	1,001 - 2,000 Square Feet	\$2.75	Per Sq. Ft.	\$5.00	Per Sq. Ft.
Item	Berm and Curb	Current		Proposed (FY2020)	
22	3" - 6" Rolled Asphalt Berm	\$4.50	Per Ln. Ft.	\$4.75	Per Ln. Ft.
23	6" Machined Asphalt Curb	\$8.90	Per Ln. Ft.	\$8.90	Per Ln. Ft.
Item	Striping	Current		Proposed (FY2020)	
24	Painted Striping (Crosswalk, stop bar, bike lane, fog line, etc.)	\$0.75	Per Ln. Ft.	\$2.25	Per Ln. Ft.
25	Painted Lane Striping (Center divide, double line, etc.)	\$1.00	Per Ln. Ft.	\$2.00	Per Ln. Ft.
26	Thermoplastic Striping (Crosswalk, stop bar, bike, fog line, etc.)	\$5.00	Per Ln. Ft.	\$5.00	Per Ln. Ft.
27	Thermoplastic Lane Striping (Center divide, double line, etc.)	\$5.00	Per Ln. Ft.	\$5.00	Per Ln. Ft.
28	Pavement Markers/reflectors (Fire, center road, etc.)	\$5.00	Each	\$5.00	Each
Item	Signage	Current		Proposed (FY2020)	
29	Painted Intersection Marking (Legends, arrows, etc.)	\$60.00	Each	\$100.00	Each
30	Thermoplastic Intersection Marking (Legends, arrows, etc.)	\$500.00	Each	\$500.00	Each
Item	Traffic Loops	Current		Proposed (FY2020)	
31	Traffic Control Loop	\$1,050.00	Each	\$1,050.00	Each
32	Cyclist Control Loop	\$900.00	Each	\$900.00	Each
Item	Additional Services	Current		Proposed (FY2020)	
33	Asphalt compaction test	\$500.00	Each	\$500.00	Each



STAFF REPORT

Agenda Item: 9

Board Meeting Date: May 15, 2019
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: ANNUAL CONTRACT FOR TRAFFIC CONTROL SERVICES

RECOMMENDATION: Authorize the General Manager to execute an agreement with Cecilia’s Safety Service, Inc. to provide traffic control services for District jobs in an amount not to exceed \$550,000.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: This contract is proposed for an amount not to exceed \$550,000.

SUMMARY: The District advertised and solicited bids from licensed contractors to perform traffic control services throughout the District’s service area. In response, the District received three qualified bids. Hudson Safe-T-Lite Rentals also submitted a bid; however, it was non-responsive because the company does not have a warehouse location in north San Diego County as required in the bid specifications. Cecilia’s Safety Service, Inc. responded with the lowest overall bid based on labor rates for flagging and traffic plan services.

DETAILED REPORT: Over the last ten years, the District has increasingly used outside traffic control services in an effort to minimize costs, better utilize District staff and reduce the time that water is out of service during construction and repair. Outsourcing these services provides our customers and field crews a safe and efficient work environment, and also transfers associated risk.

As Cecilia’s Safety Service, Inc. and Bechtel Services submitted overlapping rates, staff reviewed billed rates for traffic control services over the last three fiscal years. Regular hour rates consisted of 85 percent of billed labor; overtime rates were 12 percent and billed labor for weekends and holidays comprised 3 percent. Based on this historical data and the proposed hourly rates submitted by each company, Cecilia’s Safety Services, Inc. would provide the lowest cost service on an annual basis.

All local traffic jurisdictions within the District’s service area require an approved set of traffic control plans with each project submitted in addition to requiring certified flaggers on all projects. The traffic control services provider will prepare traffic control plans and provide all certified flaggers and insurance per District requirements.

The bids were as follows:

Company	Regular	Overtime	Weekend & Holidays	Traffic Plans
Cecilia’s Safety Services, Inc.	\$ 95.00/hour	\$ 95.00/hour	\$115.00/hour	\$ 35.00/sheet
Bechtel Services	\$ 92.00/hour	\$127.55/hour	\$163.10/hour	\$ 99.00/sheet
Traffic Management, Inc.	\$112.00/hour	\$116.00/hour	\$169.00/hour	\$1,200.00/sheet



Agenda Item: 10

STAFF REPORT

Board Meeting Date: May 15, 2019
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: 11.A

Board Meeting Date: May 15, 2019
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: 11.B

Board Meeting Date: May 15, 2019
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.

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1 *	CSDA Quarterly Dinner Meeting May 16, 2019 – 6:00-9:00 p.m. – <i>The Butcher Shop Steakhouse, Kearny Mesa</i> Reservation deadline: 5/15/19	Vásquez (R)
2 *	Vista Historical Society Hall of Fame Luncheon May 18, 2019 – <i>Shadowridge Country Club</i> Reservation deadline: 5/18/19	Dorey (R)
3	Special Districts Legislative Days (CSDA) May 21-22, 2019 – <i>Sacramento Convention Center</i> Registration deadline: 5/21/19	MacKenzie (R)
4	OC Water Summit May 31, 2019 – <i>Grand Californian Hotel, Anaheim</i> Registration deadline: 5/24/19	
5	Bay-Delta Tour (Water Education Foundation) June 5-7, 2019 – <i>Begins and ends at the Sacramento Airport</i> Reservation deadline: 6/4/19	
6	Second Annual Groundwater Sustainability Agency Summit (GRA) June 5-6, 2019 – <i>Radisson Hotel, Fresno</i> Registration deadline: 6/5/19	
7	Hoover Dam & Colorado River Aqueduct System (SDCWA/MWD) June 7-8, 2019 – <i>SDCWA</i> Reservation deadline: <i>Not open yet</i>	
8	Headwaters Tour (Water Education Foundation) June 27-28, 2019 – <i>Begins and ends in the Sacramento area</i> Reservation deadline: 5/27/19	
9	Special District Leadership Academy (CSDA) July 7-10, 2019 – <i>Embassy Suites Napa Valley</i> Registration deadline: 6/7/19	
10	Rate Setting Under Prop 218 and 26 Workshop (CSDA) July 25, 2019 – <i>Western Municipal Water District</i> Registration deadline: 7/18/19	Sanchez
11	Urban Water Institute Annual Water Conference Aug. 14-16, 2019 – <i>Hilton San Diego</i> Registration deadline: <i>TBD</i>	
12 *	CSDA Quarterly Dinner Meeting Aug. 15, 2019 – 6:00-9:00 p.m. – <i>The Butcher Shop Steakhouse, Kearny Mesa</i> Reservation deadline: 8/8/19	
13	Second Annual Western Groundwater Congress (GRA) Sept. 17-19, 2019 – <i>Double Tree by Hilton, Sacramento</i> Registration deadline: <i>TBD</i>	Dorey

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
14	CSDA Annual Conference <i>Sept. 25-28, 2019 – Anaheim Marriott</i> <i>Registration deadline: TBD</i>	MacKenzie Miller Sanchez
15	Northern California Tour (Water Education Foundation) <i>Oct. 2-4, 2019 – Begins and ends at the Sacramento Airport</i> <i>Reservation deadline: 9/2/19</i>	
16	Legislative Round-Up Webinar (CSDA) <i>Oct. 31, 2019 -10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 10/24/19</i>	
17	Central Coast Tour (Water Education Foundation) <i>Nov. 6-7, 2019 – Begins and ends in San Jose</i> <i>Reservation deadline: 10/7/19</i>	
18 *	CSDA Quarterly Dinner Meeting <i>Nov. 21, 2019 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 11/14/19</i>	
19	ACWA Fall Conference <i>Dec. 3-6, 2019 – San Diego (Venue TBD)</i> <i>Registration deadline: TBD</i>	MacKenzie Dorey Miller
20	Colorado River Water Users Association Conference (CRWUA) <i>Dec. 11-13, 2019 – Caesars Palace, 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:

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



Agenda Item: 12

STAFF REPORT

Board Meeting Date: May 15, 2019
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:

- ACWA Region 10 call for nominations
- Cross-connection control
- Unauthorized Water Use



Agenda Item: 13

STAFF REPORT

Board Meeting Date: May 15, 2019
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: 14

Board Meeting Date: May 15, 2019
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

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