

Operations Committee Meeting - September 4, 2019

1. Agenda Packet

Documents:

[190904 AGENDA PACKET - POSTED 08302019.PDF](#)

2. Related Agenda Items

Documents:

[MEDIA INDEX BY AGENDA ITEM - POSTED 09052019.PDF](#)



SWEETWATER AUTHORITY

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(619) 420-1413
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<http://www.sweetwater.org>

GOVERNING BOARD
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JOSIE CALDERON-SCOTT
JERRY CANO
JOSÉ F. GERDA
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ALEJANDRA SOTELO-SOLIS

TISH BERGE
GENERAL MANAGER

JENNIFER H. SABINE
ASSISTANT GENERAL MANAGER

OPERATIONS COMMITTEE

AGENDA

DATE: Wednesday, September 4, 2019

TIME: 10:00 a.m.

- 1. CALL MEETING TO ORDER AND ROLL CALL.**
- 2. ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED IN THE AGENDA.**
- 3. PUBLIC COMMENT.**
Opportunity for members of the public to address the Committee. (Government Code Section 54954.3).
- 4. ACTION AGENDA.**
The following items on the Action Agenda call for discussion and action by the Committee. All items are placed on the Agenda so that the Committee may discuss and take action on the item if the Committee is so inclined, including items listed for information.
 - A. Consideration to Combine Protocols for Communication with Developers and Customer Bill of Rights Work Efforts
 - B. Consideration of Compensation Payment to Bonita Golf Course to Mitigate Construction Impacts
- 5. CLOSED SESSION.**
At any time during the regular session, the Committee may adjourn to closed session to discuss real property matters within the attorney-client privilege, subject to the appropriate disclosures. (Government Code Section 54956.8).
- 6. NEXT MEETING DATE: Wednesday, September 18, 2019 at 10:00 a.m.**
- 7. ADJOURNMENT.**

This agenda was posted at least seventy-two (72) hours before the meeting in a location freely accessible to the Public on the exterior bulletin board at the main entrance to the Authority's office and it is also posted on the Authority's website at www.sweetwater.org. No action may be taken on any item not appearing on the posted agenda, except as provided by California Government Code Section 54954.2. Any writings or documents provided to a majority of the members of the Sweetwater Authority Governing Board regarding any item on this agenda will be made available for public inspection at the Authority Administration Office, located at 505 Garrett Avenue, Chula Vista, CA 91910, during normal business hours. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Board Secretary at (619) 409-6703 at least forty-eight (48) hours before the meeting, if possible.

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BOARD ACTION

TO: Governing Board (Operations Committee)
FROM: Management
DATE: August 30, 2019
SUBJECT: Consideration to Combine Protocols for Communication with Developers and Customer Bill of Rights Work Efforts

SUMMARY

At its June 12, 2019 meeting, the Board approved the current FY 2019-20 Strategic Plan Detailed Work Plan, which includes an objective to develop a Customer Bill of Rights.

At its June 26, 2019 meeting, the Board directed the Operations Committee to develop a policy, for consideration by the full Board, outlining specific practices and procedures for communication with developers with regard to the range of project costs and cost overruns.

There may be a potential nexus between these two items which would provide efficiencies in combining these two work efforts. Under a “combined” approach, communication protocols with developers could be incorporated into the Customer Bill of Rights. Staff seeks direction from the Board with regard to this approach.

PAST BOARD ACTIONS

- June 26, 2019 Board directed the Operations Committee to develop a policy, for consideration by the full Board, outlining specific practices and procedures for communication with developers with regard to range of project costs and cost overruns
- June 12, 2019 Board approved the current FY 2019-20 Strategic Plan Detailed Work Plan, which includes an objective to develop a Customer Bill of Rights

FISCAL IMPACT

There is no fiscal impact associated with these projects, other than staff time to complete them.

POLICY

Strategic Plan Goal 4: Customer Service, Citizen Engagement and Community Relations – Provide high quality customer service based on customer feedback and serve the community through education, outreach and partnerships

Memo to: Governing Board (Operations Committee)

Subject: Consideration to Combine Protocols for Communication with Developers and Customer Bill of Rights Work Efforts

August 30, 2019

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- Objective CS1 – Develop an outreach program that includes a multi-faceted approach to communications and customer outreach – including, but not limited to, press releases, web-based communications, social media, community presentations, community events, educational opportunities, and periodically surveying customer opinion
 - 007.00 Develop a Customer Bill of Rights
- Objective CS3 – Explore and implement process improvements to better serve developer customers

ALTERNATIVES

1. Direct staff to combine the work tasks by incorporating communication protocols with developers into the Customer Bill of Rights, in lieu of a stand-alone policy.
2. No action.

STAFF RECOMMENDATION

Staff recommends that the Governing Board direct staff to combine the work tasks by incorporating communication protocols with developers into the Customer Bill of Rights, in lieu of a stand-alone policy.



BOARD ACTION

TO: Governing Board (Operations Committee)
FROM: Management
DATE: August 30, 2019
SUBJECT: Consideration of Compensation Payment to Bonita Golf Course to Mitigate Construction Impacts

SUMMARY

The FY 2019-20 Budget includes funding to replace selected segments of the existing 36-inch transmission main in Bonita Valley (Project). The Project involves the installation of 3.5 miles of new pipeline in several discrete segments along the existing pipeline corridor in portions of Bonita Road, the Chula Vista Golf Course, the Bonita Golf Course, and an easement on a private condominium complex property.

Within the above-described pipeline corridor, approximately 4,000-feet of the existing pipeline goes through the center of the Bonita Golf Course. The current pipeline alignment poses maintenance and repair challenges, as any of these activities would create significant impacts to the golf course grounds and operations. To remedy this situation, the replacement pipeline will be relocated along the south and east boundaries of the golf course. The existing pipeline will be abandoned in place, thereby limiting future impacts to the golf course.

Although the installation of the new pipeline at the Bonita Golf Course will be along an improved alignment, it is still within the golf course property. As such, it will cause temporary construction impacts to the golf course. During the design of the Project, staff coordinated closely with the owners of the Bonita Golf Course to determine how to best mitigate impacts to trees, fairway turf, tee boxes, and irrigation systems.

The anticipated impacts on trees were evaluated through an arborist study which quantified impacts based on proposed construction activities and equipment use. The study recommended construction limits and quantified specific trees that would require replacement as a result of unavoidable impacts. With respect to golf course features, detailed discussions with the golf course owner and manager were conducted to obtain concurrence on the construction impacts and the means and methods required to mitigate them, such as sod and tree replacement. In this approach, the construction impacts and mitigation requirements can be quantified, and compensation mutually

Memo to: Governing Board (Operations Committee)
 Subject: Consideration of Compensation Payment to Bonita Golf Course for
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 August 30, 2019
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agreed upon. The table below presents a summary of work items required to mitigate construction impacts at the Bonita Golf Course and the estimated cost.

| Description | Amount | Unit | Unit Cost | Reimbursement Amount |
|--|--------|------|------------|----------------------|
| Replace Myoporum Trees in Box | 13 | EA | \$300.00 | \$3,900.00 |
| Replace Gum Trees in Box | 11 | EA | \$300.00 | \$3,300.00 |
| Replace Fairway Turf for Construction Corridor | 34,600 | SF | \$0.50 | \$17,300.00 |
| Replace Fairway Turf for Construction Staging | 44,638 | SF | \$0.50 | \$22,319.00 |
| Relocate 65 Sprinklers | 65 | EA | \$125.00 | \$8,125.00 |
| Relocate Irrigation Control Box | 1 | LS | \$1,400.00 | \$1,400.00 |
| Build Up and Reconstruct Tee Boxes | 8,500 | SF | \$0.38 | \$3,230.00 |
| Finish Grading | 79,238 | SF | \$0.12 | \$9,508.56 |
| Bunker Reconstruction | 1 | LS | \$3,600.00 | \$3,600.00 |
| Sod Installation | 79,238 | SF | \$0.65 | \$51,504.70 |
| Water | 250 | HCF | \$6.08 | \$1,520.00 |
| Total Reimbursement | | | | \$125,707.26 |

The owners of the Bonita Golf Course indicated that they prefer to conduct the restoration work themselves after the completion of the Project construction in this area. By contrast, the owners of the Chula Vista Golf Course prefer that this work be done by the Authority's contractor, CCL Contracting, Inc. (CCL). This preference is due, in part, to the special sod used at the Bonita Golf Course, which is not readily available to construction contractors in the South Bay area.

PAST BOARD ACTIONS

- April 24, 2019 Board awarded a contract to CCL Contracting, Inc., in the amount of \$14,083,108, for the construction of the 36-inch Transmission Main Replacement Project.
- December 5, 2018 Board adopted Resolution 18-23, adopting the Initial Study/Mitigated Negative Declaration (IS/MND) for the project.
- November 8, 2017 Board adopted Resolution 17-16, authorizing the issuance of Revenue Bonds not-to-exceed \$24,000,000 for various projects, including the 36-inch Transmission Main Replacement Project.

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March 11, 2015 Board awarded a contract for environmental services to RECON Environmental, in the amount of \$95,772. Environmental services were related to the preparation of the IS/MND and associated technical studies.

FISCAL IMPACT

Sufficient funds to pay the total reimbursement amount of \$125,707.26 to the owners of the Bonita Golf Course are included in the Project budget. Staff has determined these restitution costs to be fair and reasonable based on prices identified in the Authority’s contractor’s bid and cost-effective for the Authority. Replacement of the sod alone will result in nearly \$100,000 in savings to the Authority as shown on the following table:

| | Bonita Golf Course Price | CCL Bid |
|------------------------|---------------------------------|----------------|
| Turf/sq. ft. | \$1.27 | \$2.50 |
| Cost @ 79,238 sq. feet | \$100,632 | \$198,095 |
| Savings to Authority | \$97,463 | -- |

In addition, allowing the golf course to perform the reconstruction work allows them to rely on their expertise and existing contractors/vendors to deliver the specialized work more efficiently, thereby relieving the Authority of the administration of such work. This approach also has the advantage of relieving the Authority and its contractor of risks associated with unanticipated golf course conditions and transferring post-construction responsibilities, such as the establishment of trees and turf, to the owner.

POLICY

The Authority’s Purchasing Policy requires Governing Board approval to award contracts in excess of \$75,000.

Strategic Plan Goal 2: System and Water Supply Reliability (SR) - Achieve an uninterrupted, long-term water supply through investment, maintenance, innovation and developing local water resources.

- Objective SR1: Implement the current Water Distribution Master Plan to include: pipeline replacements; new pipelines for capacity, reliability and redundancy; additional water storage capacity in deficient zones; and additional pumping capacity for Hydropneumatic Zones.
 - 001.00 Complete replacement of identified portions of the 36-inch transmission main and secondary main

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ALTERNATIVES

1. Authorize payment in the amount of \$125,707.26 to the Bonita Golf Course as full and complete compensation for construction impacts related to the construction of the 36-inch Transmission Main.
2. Resume negotiations with the owners of the Bonita Golf Course to obtain authorization to allow the Authority's contractor for the 36-inch Transmission Main Replacement Project to perform the golf course feature restoration work and request a Change Order cost proposal from CCL Contracting, Inc. for this added work on the Project.

STAFF RECOMMENDATION

Staff recommends that the Governing Board authorize payment in the amount of \$125,707.26 to the Bonita Golf Course as full and complete compensation for construction impacts related to the construction of the 36-inch Transmission Main.

ATTACHMENTS

- A. Payment and Release Agreement
- B. Easement Exchange Agreement

PROPERTY OWNER: Crockett & Company, Inc., a California corporation, d.b.a. Bonita Golf Course
ASSESSOR'S PARCEL NO: 590-052-35, 37 & 38, 590-051-21 and 590-091-01
ADDRESS: 5540 Sweetwater Road, Bonita, California 91902

AGREEMENT FOR PAYMENT AND WAIVER OF CLAIMS

THIS AGREEMENT FOR PAYMENT AND WAIVER OF CLAIMS ("Agreement") is entered into this ____ day of _____, 2019, by and between Sweetwater Authority, a joint powers agency ("Authority"), and Crockett & Company, Inc., a California corporation, d.b.a. Bonita Golf Course ("Owner"). The Authority and Owner are sometimes collectively referred to as "Parties" and individually as "Party."

WHEREAS, pursuant to that certain Easement Exchange Agreement dated _____, 2019 between the Authority and Owner, the Authority has obtained a new easement ("New Easement") on the property described above ("Property").

WHEREAS, the Authority intends to construct a 36-inch welded steel pipeline for the conveyance of treated water in the New Easement (the "Project"). The Project will include, but not be limited to construction activities associated with the installation the steel pipeline, which will impact existing golf course features including trees, turf, tee boxes, irrigation system components, and a bunker; and

WHEREAS, Owner has requested that, in lieu of the Authority performing repair or restoration work on the Property, the Authority pay Owner cash compensation for the foreseeable damage to the Property caused by the Project; and

WHEREAS, pursuant to the terms and conditions set forth in this Agreement, the Authority agrees to Owner's request in exchange for Owner's waive any claims or potential claims relating to the property conditions caused by the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and in light of the above Recitals, which are hereby made a part of this Agreement, the Parties hereby agree as follows:

AGREEMENT

- 1. Payment.** The Authority shall pay Owner \$125,707.26 as the Parties' agreed amount of compensation for any damage or disturbance of the Property caused by the Project. The Authority shall make this payment as soon as possible following execution of this Agreement.
- 2. Waiver of Claims; Noninterference with Easement.** In consideration of the agreements and payment provided for in this Agreement, Owner hereby releases, compromises, settles and waives any claims, rights or causes of action with respect to any damage or disturbance to the Property in relation to the Project. Without limiting the generality of the foregoing, and for the clarity of the Parties, the Authority shall have no obligation, financial or otherwise, regarding the repair or restoration of the Property following the completion of the Project. Any

repair or restoration work performed or caused to be performed by the Owner shall not interfere with the Authority's use of the New Easement.

3. Civil Code Section 1542 Waiver. The waivers set forth herein extend to all claims, whether or not currently claimed, known, or suspected to exist, and the waivers shall be deemed to waive any and all provisions, rights, and benefits conferred by any law of the State of California or any law of the United States that governs or limits the waiver of unknown claims. The foregoing waiver includes, without limitation, an express waiver, to the fullest extent permitted by law, of any and all rights under California Civil Code section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties understand and acknowledge the significance and consequences of this Agreement and of such specific waiver of section 1542 and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action specified above. The Parties further acknowledge and agree that the waivers of rights under section 1542 are essential and material terms of this Agreement, and, without such waivers, this Agreement would not have been entered into.

4. Compliance with Labor Code. Owner is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Owner is solely responsible for determining the applicability of Prevailing Wage Law requirements. If the Prevailing Wage Law requirements are applicable, Owner agrees to fully comply with such Prevailing Wage Laws. Owner shall defend, indemnify and hold the Authority, its Board, members of the Board, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

5. Attorney's Fees. In the event of any legal action between the Authority and Owner arising out of the obligations of the Parties pursuant to this Agreement, the prevailing Party will be entitled to payment of its costs and expenses, including its attorneys' fees.

6. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument which shall be binding upon the Parties notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart.

7. Modifications. All modifications to this Agreement must be in writing and signed by the Parties.
8. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
9. Governing Law; Choice of Venue. This Agreement shall be governed and construed in accordance with California law. Venue shall be San Diego County.
10. Severability. If any provision of this Agreement becomes or is declared by a court to be illegal, unenforceable or void, that clause will be omitted and the remainder of the Agreement will continue in full force and effect. Such holding shall in no way affect the validity or enforceability of this Agreement.
11. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction.
12. Authority. Each party will provide to the other Party such corporate resolutions or other evidence as may be reasonably required, confirming that the transaction described has been duly and properly authorized in accordance with the governing documents of the Parties.
13. Entire Agreement. This Agreement is the entire agreement between the Parties and supersedes any prior or contemporaneous representations, understandings or agreements, whether written or oral.
14. Representation by Counsel. This Agreement has been carefully read by the Parties and the contents hereof are known and understood by all Parties. The Parties have had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review and advisability of executing this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

[Signatures on following page]

THEREFORE, the undersigned, having read the foregoing Agreement for Payment and Waiver of Claims, and fully understanding it and agreeing to the terms, have executed this Agreement and make it effective on the date of the last signature hereto.

SWEETWATER AUTHORITY, a California
joint powers agency

CROCKETT & COMPANY, INC., a
California corporation

By: _____

Tish Berge, General Manager

Date: _____

By: _____

[Name, Title]

Date: _____

PROPERTY OWNER: Crockett & Company, Inc., a California corporation, d.b.a. Bonita Golf Course
ASSESSOR'S PARCEL NO: 590-052-35, 37 & 38, 590-051-21 and 590-091-01
ADDRESS: 5540 Sweetwater Road, Bonita, California 91902

EASEMENT EXCHANGE AGREEMENT

THIS EASEMENT EXCHANGE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, by and between the Sweetwater Authority, a joint powers agency ("Authority"), and Crockett & Company, Inc., a California corporation, d.b.a. Bonita Golf Course ("Owner"). The Authority and Owner are sometimes collectively referred to as "Parties" and individually as "Party."

RECITALS

1. Owner owns certain real property located at 5540 Sweetwater Road, Bonita, California 91902, Assessor's Parcel No. 590-052-35, 37 & 38, 590-051-21 and 590-091-01 (the "Property").
2. The Authority holds easements on the Property for purposes of installing, operating, maintaining, replacing, and repairing water mains, service pipes, the right of ingress and egress for such purposes, and appurtenances thereto ("Existing Easements") per documents recorded in the office of the County Recorder of the County of San Diego, California. The Existing Easements are described in more detail in Exhibit "1," attached hereto and incorporated herein.
3. In light of the need to abandon an existing water main within the Existing Easements and install a new water main on a different alignment within the Property, the "Project," the Authority proposes an alternative easement location ("New Easement"). The New Easement is described in more detail in Exhibit "2," attached hereto and incorporated herein.
4. Pursuant to terms and conditions set forth in this Agreement, Owner agrees to grant the New Easement to the Authority in full and complete exchange for the Authority's release of its interest in the Existing Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and in light of the above Recitals, which are hereby made a part of this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Exchange. The Authority hereby remises, releases and forever quitclaims to Owner the Existing Easement as further described in Exhibit 1. In exchange, Owner hereby grants to the Authority the New Easement on, over, under, and across the Property as further described in Exhibit 2.

2. Notices. Whenever it shall be necessary for either Party to serve notice on the other regarding this Agreement, such notice shall be served either in person, by certified mail, return receipt requested to the addresses below.

Authority: Sweetwater Authority
P.O. Box 2328
Chula Vista, CA 91912-2328
Attn: General Manager

Owner: Bonita Golf Course
5540 Sweetwater Road
Bonita, California 91902

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3. Attorney's Fees. In the event of any legal action between the Authority and Owner arising out of the obligations of the Parties pursuant to this Agreement, the prevailing Party will be entitled to payment of its costs and expenses, including its attorneys' fees.

4. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument which shall be binding upon the Parties notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart.

5. Modifications. All modifications to this Agreement must be in writing and signed by the Parties.

6. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

7. Governing Law; Choice of Venue. This Agreement shall be governed and construed in accordance with California law. Venue shall be San Diego County.

8. Severability. If any provision of this Agreement becomes or is declared by a court to be illegal, unenforceable or void, that clause will be omitted and the remainder of the Agreement will continue in full force and effect. Such holding shall in no way affect the validity or enforceability of this Agreement.

9. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction.

10. Authority. Each party will provide to the other Party such corporate resolutions or other evidence as may be reasonably required, confirming that the transaction described has been duly and properly authorized in accordance with the governing documents of the Parties.

11. Covenants Running With the Land; Recordation. Each and all of the covenants, conditions, easements, and restrictions set forth in this Agreement: (i) shall run with the land comprising the New Easement and the Property and every portion thereof, and shall apply to and bind the Authority and Owner and their respective successors-in-interest. The Authority shall record the Exhibits to this Agreement in the San Diego County Records, at the Authority's sole cost and expense.

12. Minor Changes in New Easement Location. The Parties intend that the Authority's new facilities will, as part of the Project, be located in the boundaries of the New Easement as described in Exhibit 2. Notwithstanding, the Parties acknowledge and agree that, based on conditions present during actual construction or installation, the location or dimensions of the New Easement may vary from those described in Exhibit 2. The Authority is entitled to correct the location or dimensions of the New Easement as the result of actual construction or installation of the Authority's facilities; provided, however, that any change in the location or dimensions of the New Easement under this section shall not significantly increase the burden on the Owner in its use and enjoyment of the Property. If requested by the Authority following construction and installation of its facilities, Owner shall, without the need of further consideration, execute and deliver such instruments and documents and take such other actions as may be reasonably requested by the Authority to carry out the purpose and intent of this section, including, but not limited to, executing a revised grant deed, provided that the Authority shall be responsible for preparation and recordation of such instruments and documents.

13. Entire Agreement. This Agreement is the entire agreement between the Parties and supersedes any prior or contemporaneous representations, understandings or agreements, whether written or oral.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Easement Exchange Agreement to be executed by their respective authorized officers or representatives as of the date and year first above written.

SWEETWATER AUTHORITY, a California
joint powers agency

CROCKETT & COMPANY, INC., a
California corporation

By: _____
Tish Berge, General Manager

By: _____
[Name, Title]

Date: _____

Date: _____

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 _____, 2019 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: _____ (seal)

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On _____, 2019 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: _____ (seal)

EXHIBIT 1
QUITCLAIMS

Recording Requested for the Benefit
of Sweetwater Authority

Return to:
Sweetwater Authority
P.O. Box 2328
Chula Vista, CA 91912-2328
Attention: Engineering Department

Mail Tax Statements to:
Crockett & Company, Inc.
5540 Sweetwater Road
Bonita, CA 91902

Assessor's Parcel No. 590-052-35, 37 & 38, 590-051-17, 18, 19, 21 & 24, 590-091-01

Project Name: 36-inch Transmission Main Replacement, Bonita

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

Documentary Transfer Tax: None
____ Computed on Full Value
of Property Conveyed, or
____ Computed on Full Value,
Less Liens and Encumbrances
Remaining at Time of Sale.

Signature of Declarant or Agent
determining tax – Sweetwater Authority

EASEMENT QUITCLAIM

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, and subject to the conditions set forth below,

Sweetwater Authority

a Joint Powers Agency, a public agency formed pursuant to Government Code Section 6500 et seq., hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to

Crockett & Company, Inc., a California corporation,

An easement, dated June 9, 1869 and recorded October 14, 1869 in Book 7, Page 124 of Deeds and,

An easement, recorded July 26, 1906 in Book 394, at Page 71 of Deeds and,

Portions of an easement, dated June 4, 1981 as File No. 81-174493 of San Diego County Official Records and,

An easement, dated June 23, 1997, as File No. 1997-0289505 of San Diego County Official Records.

All the above easements lying within the boundaries described in Exhibit "A" and depicted in Exhibit "B" hereto and made a part hereof, located in the County of San Diego, State of California.

EXCEPTING THEREFROM and reserving to Sweetwater Authority and its successors, in perpetuity, all water rights owned by Sweetwater Authority, including those rights by said Deeds.

IN WITNESS WHEREOF, said District has caused this instrument to be executed by its Chairman and Secretary thereunto duly authorized.

Date: _____, 2019

SWEETWATER AUTHORITY

By: _____
Steve Castaneda, Chair

By _____
Ligia Perez, Secretary

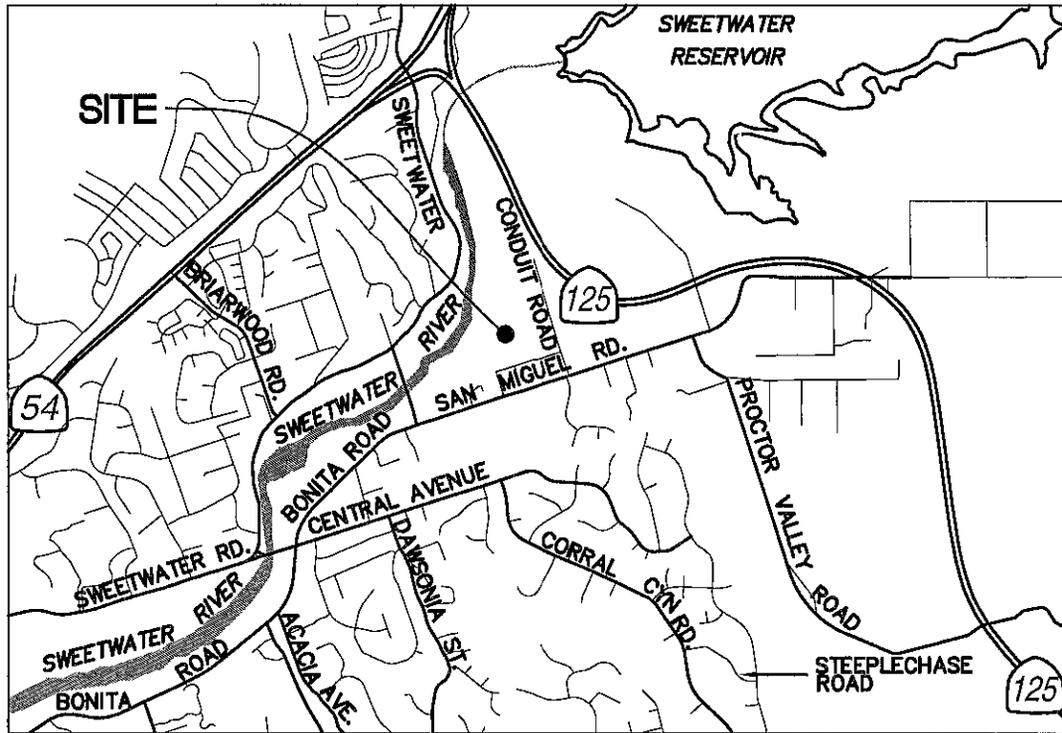
“EXHIBIT A”

APN's: 590-052-34, 35, 37 & 38, 590-051-17, 18, 19, 20, 21 & 24, 590-091-01

Those parcels of Crockett and Company Inc., described in Exhibit “A” in deed recorded June 30, 1982 as 82-203738 of Official Records being portions of the North Half of Quarter Section 22, Rancho De La Nacion and Quarter Section 23, in the County of San Diego, State of California, according to Map thereof No. 166, filed in the Office of the County Recorder of San Diego County, May 11, 1869.

This legal description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: _____
John R. Berggren, L.S. 6000
License Expires 12/31/2018
Date: September 21, 2018



ASSESSOR'S PARCEL NUMBERS 590-052-34, 35, 37 & 38, 590-051-17, 18, 19, 21 & 24, 590-091-01

THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECTION
 IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON
 SEPTEMBER 21, 2018

JOHN R. BERGGREN, LS 6000

| | | |
|--|--|---|
| EXHIBIT B - EASEMENT QUITCLAIM PLAT | | 2-SW- |
| _____ ENGINEER | TO: CROCKETT AND COMPANY, INC., A CALIFORNIA CORPORATION FROM: SWEETWATER AUTHORITY RECORDING DATE: DOCUMENT NO: | PROJECT: 36-INCH WATER MAIN REPLACEMENT |
| _____ DATE | | SCALE: N.T.S. |
| | | SHEET 1 OF 2 |

EASEMENTS:

BLANKET EASEMENT TO THE KIMBALL BROTHERS WATER COMPANY BY DEED DATED JUNE 9, 1869 AND RECORDED OCTOBER 14, 1869 IN BOOK 7, PAGE 124 OF DEEDS.

BLANKET EASEMENT TO SWEETWATER WATER COMPANY RECORDED JULY 26, 1906 IN BOOK 394, PLAGE 71 OF DEEDS.

WATER MAIN EASEMENT TO SOUTH BAY IRRIGATION DISTRICT, RECORDED JUNE 4, 1981 AS FILE NO. 81-174493 OF OFFICIAL RECORDS, EXCEPTING THOSE PORTIONS LYING NORTHERLY OF THE INTERSECTION OF THE SOUTHWESTERLY LINE OF RS 156 AND COURSE 4 OF SAID EASEMENT

EASEMENT TO SWEETWATER AUTHORITY RECORDED JUNE 23, 1997 AS FILE NO. 1997-0289505 OF OFFICIAL RECCORDS

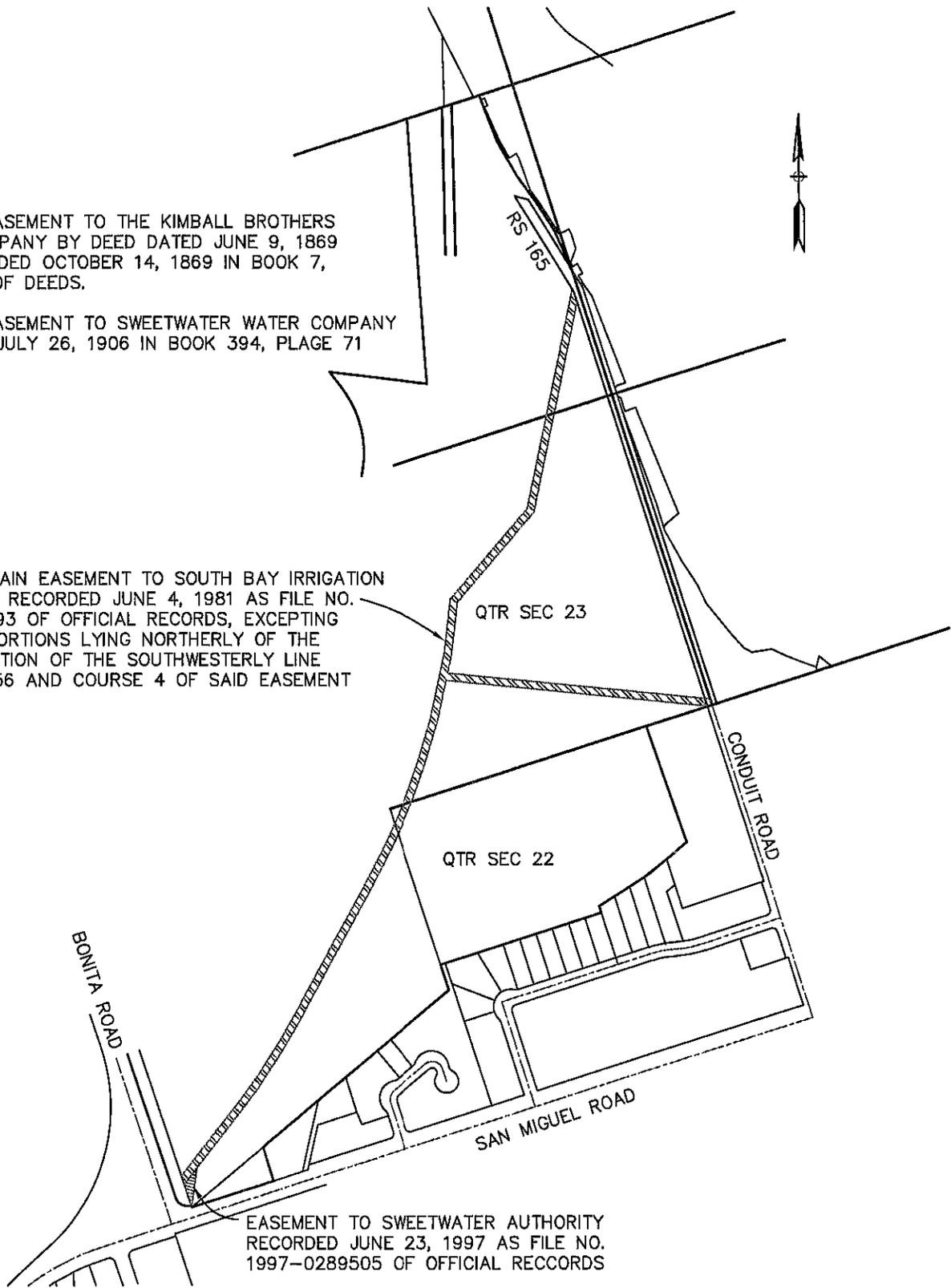


EXHIBIT B - EASEMENT QUITCLAIM PLAT

2-SW-

ENGINEER

DATE

TO: CROCKETT AND COMPANY, INC.,
A CALIFORNIA CORPORATION
FROM: SWEETWATER AUTHORITY
RECORDING DATE:
DOCUMENT NO:

PROJECT:
36-INCH WATER MAIN
REPLACEMENT

SCALE: 1"=600'

SHEET 2 OF 2

EXHIBIT 2
GRANT OF NEW EASEMENT

RECORDING OF THIS DOCUMENT
REQUESTED FOR THE BENEFIT
OF SWEETWATER AUTHORITY.

And When Recorded, Please Mail To:

Sweetwater Authority
P.O. Box 2328
505 Garrett Avenue
Chula Vista, CA 91912-2328
Attention: Engineering Department

Assessor's Parcel No. 590-052-35, 37 & 38, 590-051-21 and 590-091-01

Project Name: 36-inch Transmission Main Replacement, Bonita

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

DOCUMENTARY TRANSFER TAX - NONE
SWEETWATER AUTHORITY

Ligia Perez
Secretary of the Board

EASEMENT

Crockett & Company, Inc., a California corporation ("Grantor") does hereby grant to:

Sweetwater Authority, a Joint Powers Agency, a public agency formed pursuant to Government Code Section 6500 et. seq. ("Grantee"), its successors and assigns, an easement for the purpose of installing, operating, maintaining, replacing and repairing water mains, services pipes, the right of ingress and egress for such purposes, and appurtenances thereto within:

An area of land lying within the boundaries described in Exhibit 'A', and depicted in Exhibit 'B' attached hereto, and by this reference made a part hereof, located in the County of San Diego, State of California.

The Grantor herein agrees that no buildings and/or structures will be erected, walls constructed, fences built, nor trees planted upon the easement herein described. No changes in the existing grade will be made without prior written approval of the Grantee; or encroachment by other utilities public or private, unless Grantee authorizes in writing.

(PROPER ACKNOWLEDGMENT TO BE ATTACHED BY NOTARY PUBLIC)

Crockett & Company, Inc., a California corporation

Signature By:

Print name

Title

Date

“EXHIBIT A”

APN's: 590-052-35, 37 & 38, 590-051-21 and 590-091-01

Parcel 1:

Those portions of the North Half of Quarter Section 22, Rancho De La Nacion and the East Half of Quarter Section 23, in the County of San Diego, State of California, according to Map thereof No. 166, filed in the Office of the County Recorder of San Diego County, May 11, 1869, described as follows:

COMMENCING at a brass disk in a well monument at the center of cul-de-sac of Dory Place Point No. 5047 according to Record of Survey Map No. 14841, which bears South 56°50'13" West, 3,361.02 feet from a brass disk in a well monument in the intersection of Watercrest Road and Conduit Road Point No. 5060 according to said Record of Survey map; thence North 25°39'12" East, 927.37 feet to the **POINT OF BEGINNING**;

1. thence North 37°38'18" East 31.27 feet;
2. thence North 58°36'11" East 219.67 feet;
3. thence North 52°47'09" East 193.69 feet;
4. thence North 32°52'04" East 112.82 feet;
5. thence North 45°07'45" East 268.23 feet;
6. thence North 50°32'12" East 221.03 feet;
7. thence North 36°03'22" East 56.10 feet;
8. thence North 46°03'22" East 144.44 feet;
9. thence North 56°05'55" East 73.62 feet;
10. thence North 69°22'50" East 693.05 feet;
11. thence North 63°12'33" East 96.65 feet;
12. thence North 54°44'19" East 315.89 feet;
13. thence North 17°29'11" East 25.23 feet;
14. thence North 19°45'58" West 438.06 feet;
15. thence North 25°14'02" East 48.78 feet;
16. thence North 70°14'02" East 199.78 feet;
17. thence North 48°28'04" East 90.72 feet to the Easterly line of said Quarter Section No. 23;
18. thence along said Easterly line, South 17°42'24" East 83.71 feet to the Southeast corner of said Quarter Section No. 23;
19. thence along the Northerly line of said Quarter Section No. 22, South 72°18'18" West 280.98 feet to the Westerly line of land described in Trust Transfer Quitclaim deed, recorded August 11, 2005 as Document No. 2005-0689106 of Official Records;
20. thence along said line, South 19°13'04" East 450.54 feet to a point lying 35.00 feet Southeasterly and parallel with Course No. 13;
21. thence parallel with and 35.00 feet Southeasterly from above courses 13 to 1;
22. thence South 17°29'11" West 41.25 feet;
23. thence South 54°44'19" West 330.27 feet;
24. thence South 63°12'33" West 101.13 feet;
25. thence South 69°22'50" West 690.86 feet;

26. thence South 56°05'55" West 66.47 feet;
27. thence South 46°03'22" West 138.30 feet;
28. thence South 36°03'22" West 57.49 feet;
29. thence South 50°32'12" West 223.83 feet;
30. thence South 45°07'45" West 262.82 feet;
31. thence South 32°52'04" West 115.21 feet;
32. thence South 52°47'09" West 201.61 feet;
33. thence South 58°36'11" West 214.97 feet;
34. thence South 37°38'18" West 15.56 feet;
35. thence leaving said parallel courses South 08°04'42" West 152.23 feet;
36. thence South 50°06'54" West 1.41 feet to the Northeasterly line of Grant Deed to Sweetwater Authority, Parcel No. 62 recorded May 1, 1990 as Document No. 90-236034 of Official Records;
37. thence along said Northeasterly line North 18°40'04" West 75.68 feet to a point that bears South 08°04'42" West from said POINT OF BEGINNING;
38. thence North 08°04'42" East 94.93 feet to the **POINT OF BEGINNING**.

Area: 119,576 sq. ft., 2.745 acres

Parcel 2

COMMENCING at the brass disk in the well monument at the center of cul-de-sac of Dory Place, Point No. 5047 according to said Record of Survey map; thence North 30°15'10" East, 4,332.34 feet to a point on the Westerly line of Road Survey No. 165 and the **POINT OF BEGINNING**;

1. thence North 31°57'28" West 81.53 feet to a point on a line lying 20 feet Westerly and parallel with the Westerly line of said Road Survey No. 165;
2. thence along said parallel line North 17°45'27" West 669.91 feet to a point on said Road Survey No. 165 and being **POINT "A"**;
3. thence along the Westerly line of Road Survey No. 165, South 31°45'27" East 82.67 feet to an angle point therein;
4. thence continuing along said Road Survey No. 165, South 17°45'27" East 668.73 feet to the **POINT OF BEGINNING**.

Area: 13,386 sq. ft., 0.307 acres

Parcel 3

COMMENCING at **POINT "A"** above; thence North 46°20'08" East 40.88 feet to an intersection of the Northeasterly line of said Road Survey No. 165 and the Southwesterly line of Final Order of Condemnation recorded August 28, 2007 as Document No. 2007-0570301 of Official Records and the **POINT OF BEGINNING**;

1. thence along the Southwesterly line, North 21°07'04" West 48.89 feet;
2. thence continuing along said line, North 24°38'52" West 117.34 feet;
3. thence continuing along said line, North 33°00'50" West 128.32 feet;

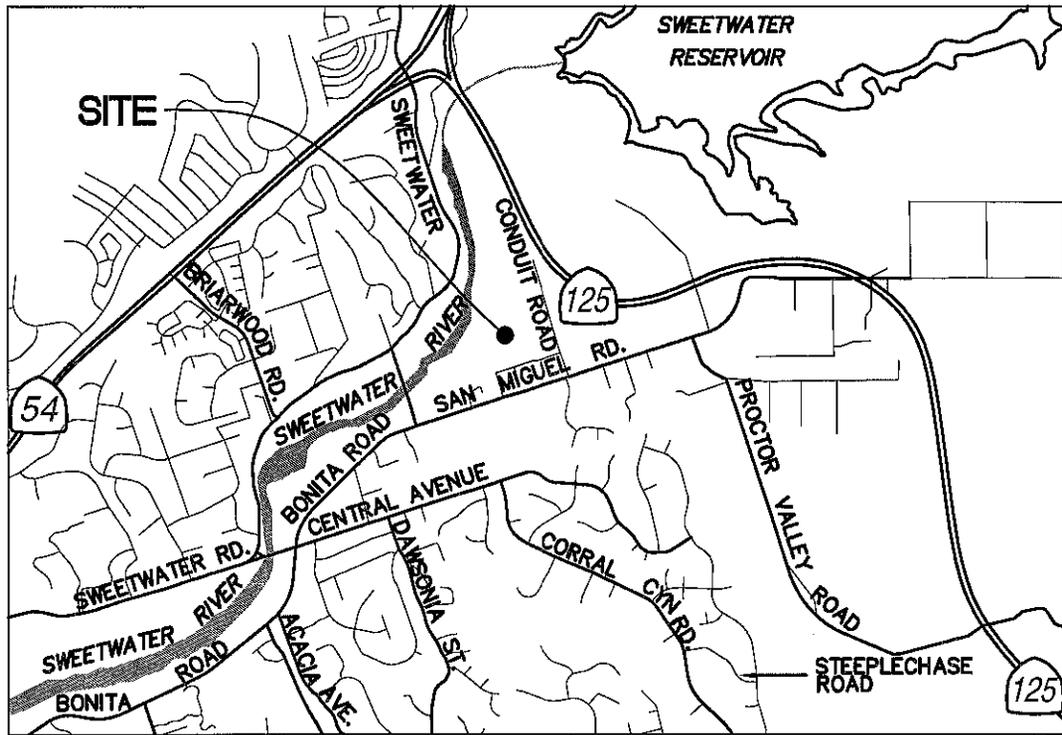
4. thence continuing along said line, North 35°49'23" West 138.77 feet;
5. thence continuing along said line, North 30°04'53" West 173.52 feet;
6. thence North 25°17'21" West 189.08 feet to the Northerly line of Quarter Section 23;
7. thence along said Northerly line South 72°11'52" West 35.30 feet to a line parallel with and 35.00 feet Southeasterly from course no. 6;
8. thence along said parallel line South 25°17'21" East 195.15 feet to a line parallel with and 35.00 feet Southeasterly from course no. 5;
9. thence along said parallel line South 30°04'53" East 170.54 feet;
10. thence South 34°12'22" East 92.38 feet the Northerly line of said Road Survey No. 165;
11. thence along said Northerly line, South 76°20'00" East 28.51 feet to an angle point therein;
12. thence along the Easterly line of said Road Survey No. 165, South 31°45'27" East 324.06 feet to the **POINT OF BEGINNING**.

Area: 22,085 sq. ft., 0.507 acres

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 6. Multiply all distances in the above description by 0.9999975 to obtain ground level distances.

This legal description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: _____
 John R. Berggren, L.S. 6000
 License Expires 12/31/2018
 Date: September 21, 2018



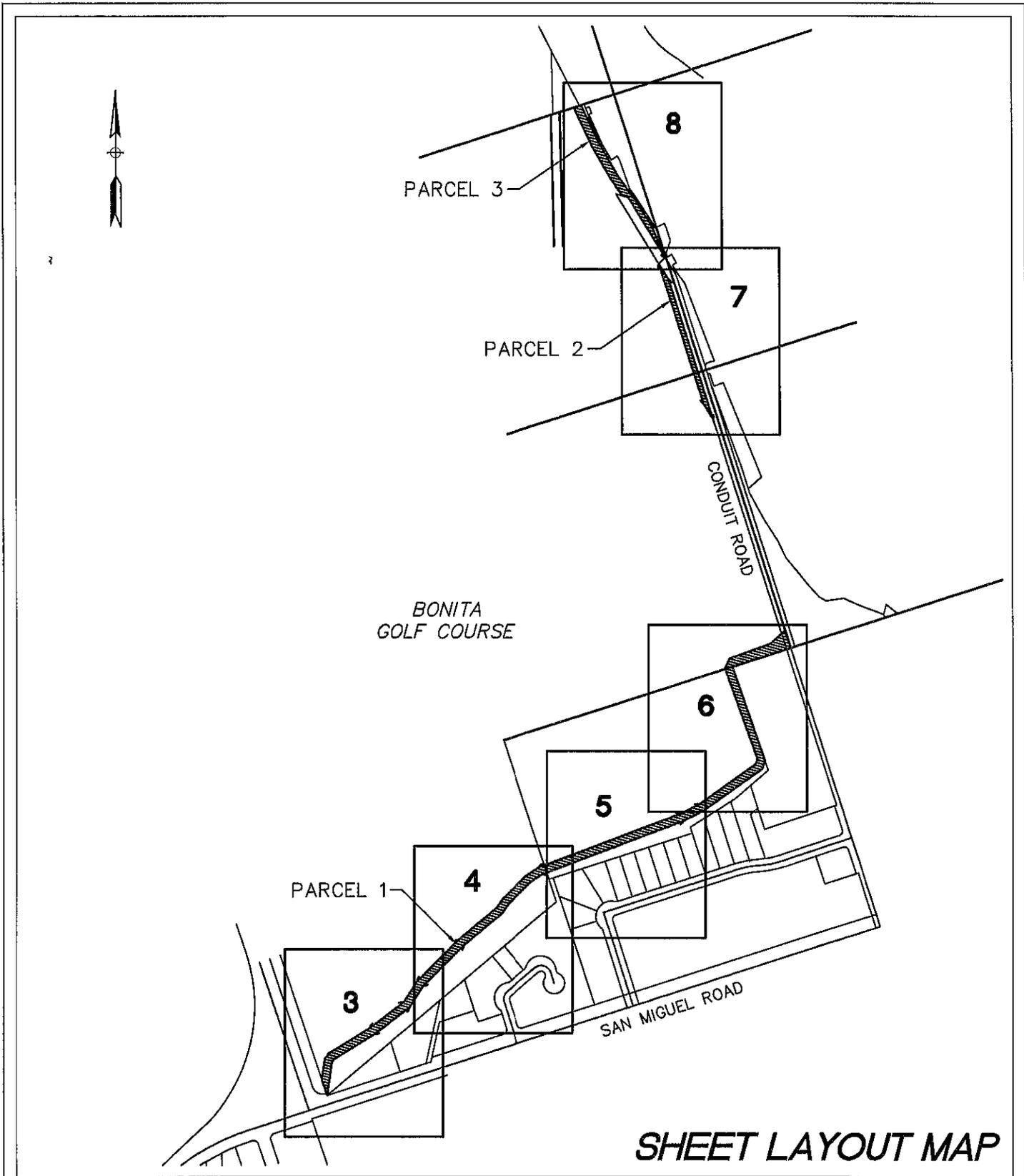
ASSESSOR'S PARCEL NUMBERS 590-052-35, 37 & 38, 590-051-21 AND 590-091-01

THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECTION
 IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON
 SEPTEMBER 21, 2018

 JOHN R. BERGGREN, LS 6000



| | | |
|----------------------------------|--|---|
| EXHIBIT B - EASEMENT PLAT | | 3-SW- |
| _____ ENGINEER | TO: SWEETWATER AUTHORITY FROM: CROCKETT AND COMPANY, INC., A CALIFORNIA CORPORATION RECORDING DATE: DOCUMENT NO: | PROJECT: 36-INCH WATER MAIN REPLACEMENT |
| _____ DATE | | SCALE: N.T.S. SHEET 1 OF 8 |



| | | |
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| EXHIBIT B - EASEMENT PLAT | | 3-SW- |
| _____ ENGINEER | TO: SWEETWATER AUTHORITY FROM: CROCKETT AND COMPANY, INC., A CALIFORNIA CORPORATION RECORDING DATE: DOCUMENT NO: | PROJECT: 36-INCH WATER MAIN REPLACEMENT |
| _____ DATE | | SCALE: 1"-600' SHEET 2 OF 8 |

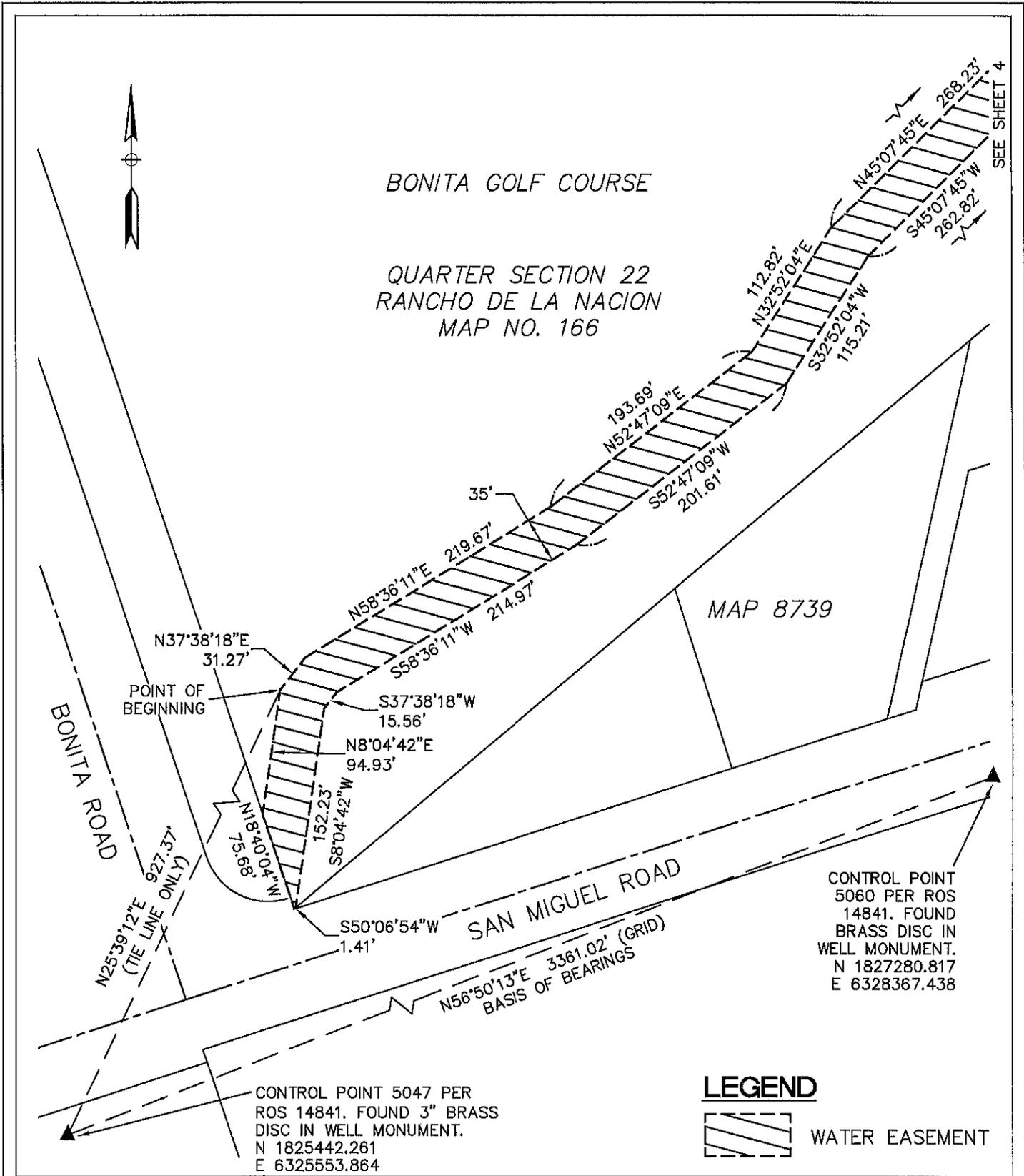


EXHIBIT B - EASEMENT PLAT

3-SW-

ENGINEER

DATE

**TO: SWEETWATER AUTHORITY
FROM: CROCKETT AND COMPANY, INC.,
A CALIFORNIA CORPORATION
RECORDING DATE:
DOCUMENT NO:**

**PROJECT:
36-INCH WATER MAIN
REPLACEMENT**

SCALE: 1"=100'

SHEET 3 OF 8



BONITA GOLF COURSE

QUARTER SECTION 22
RANCHO DE LA NACION
MAP NO. 166

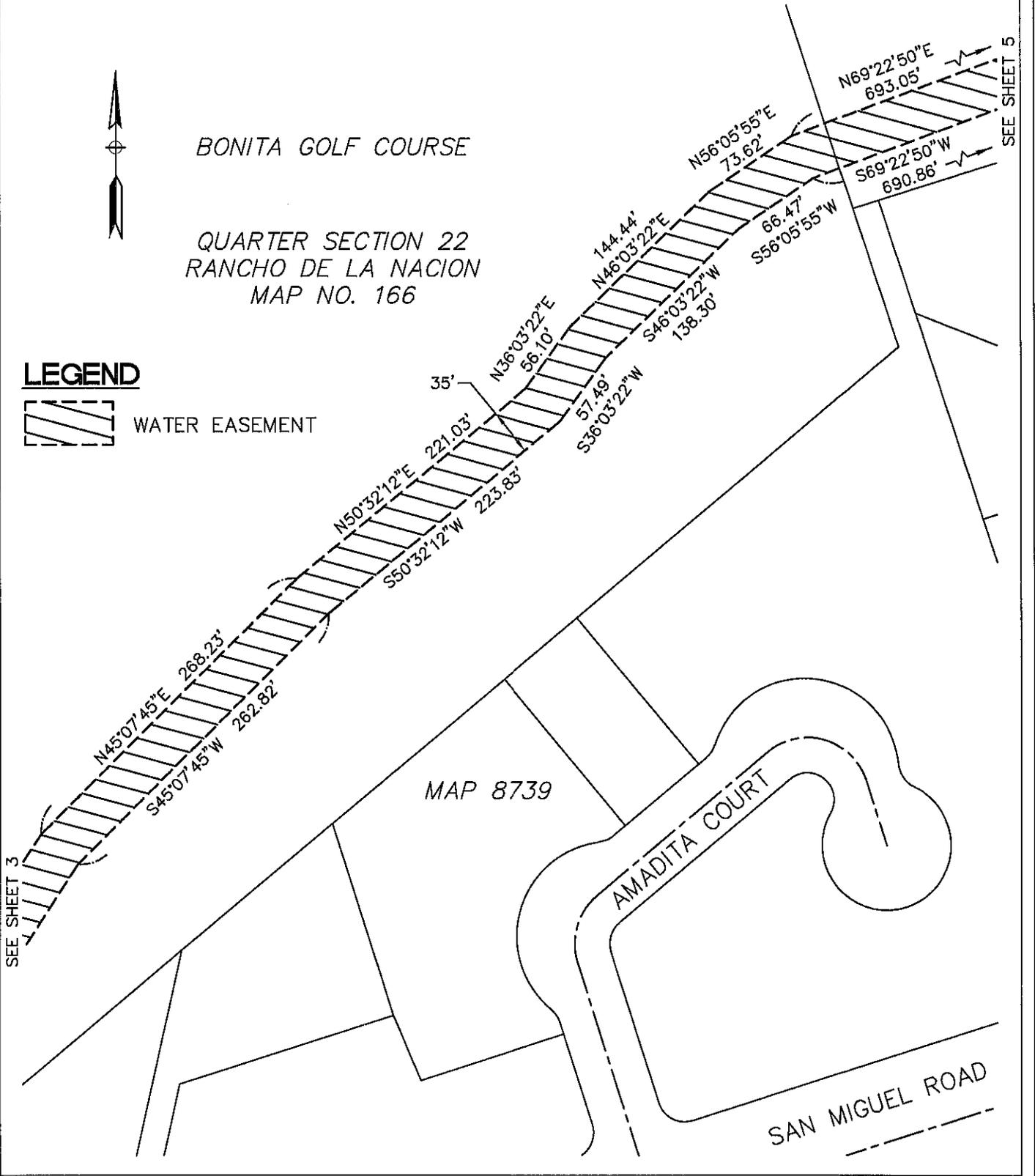
LEGEND



WATER EASEMENT

SEE SHEET 3

SEE SHEET 5



MAP 8739

AMADITA COURT

SAN MIGUEL ROAD

EXHIBIT B - EASEMENT PLAT

3-SW-

ENGINEER

DATE

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A CALIFORNIA CORPORATION
RECORDING DATE:
DOCUMENT NO:

PROJECT:
36-INCH WATER MAIN
REPLACEMENT

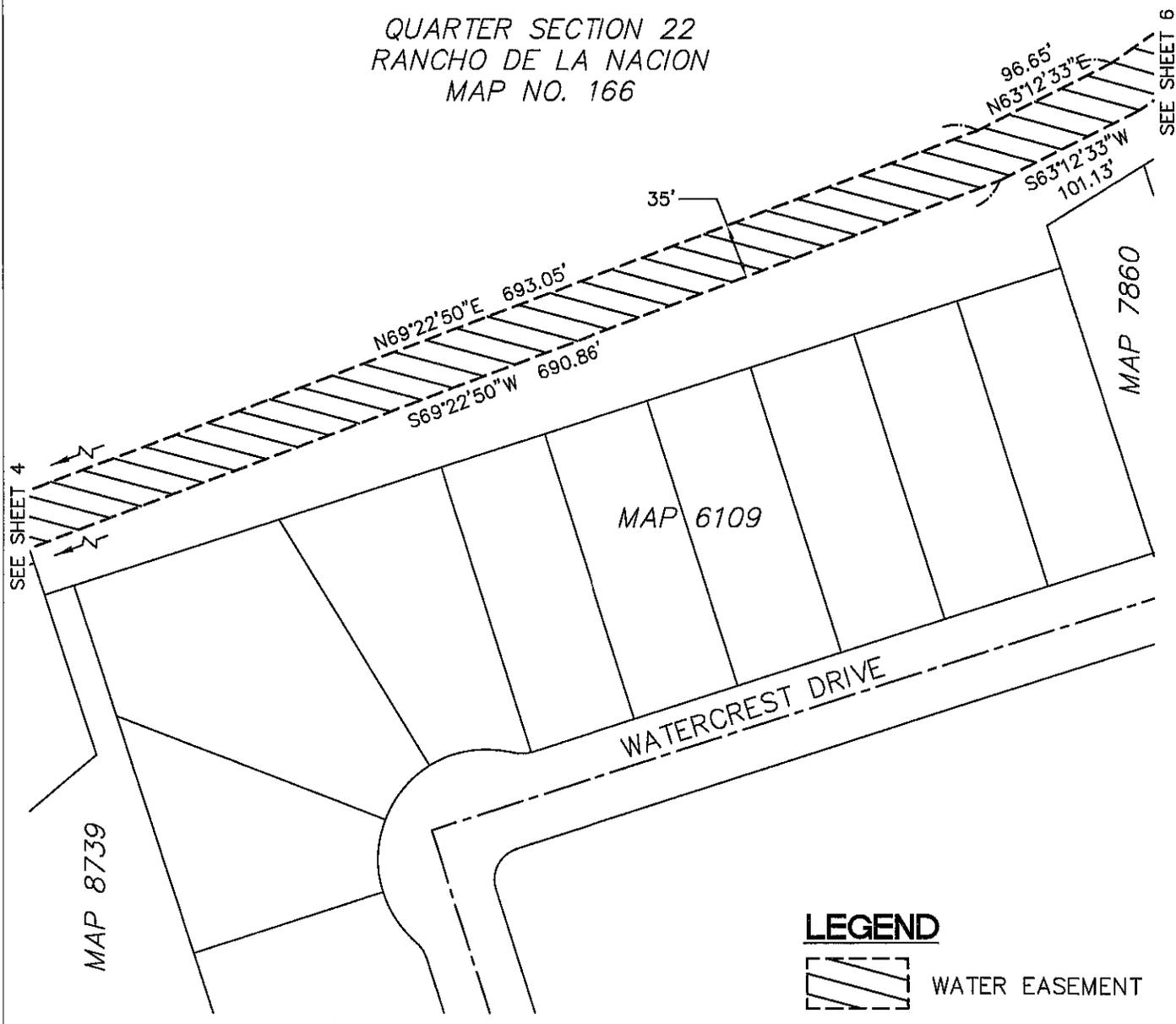
SCALE: 1"=100'

SHEET 4 OF 8

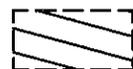


BONITA GOLF COURSE

QUARTER SECTION 22
RANCHO DE LA NACION
MAP NO. 166



LEGEND



WATER EASEMENT

EXHIBIT B - EASEMENT PLAT

3-SW-

ENGINEER

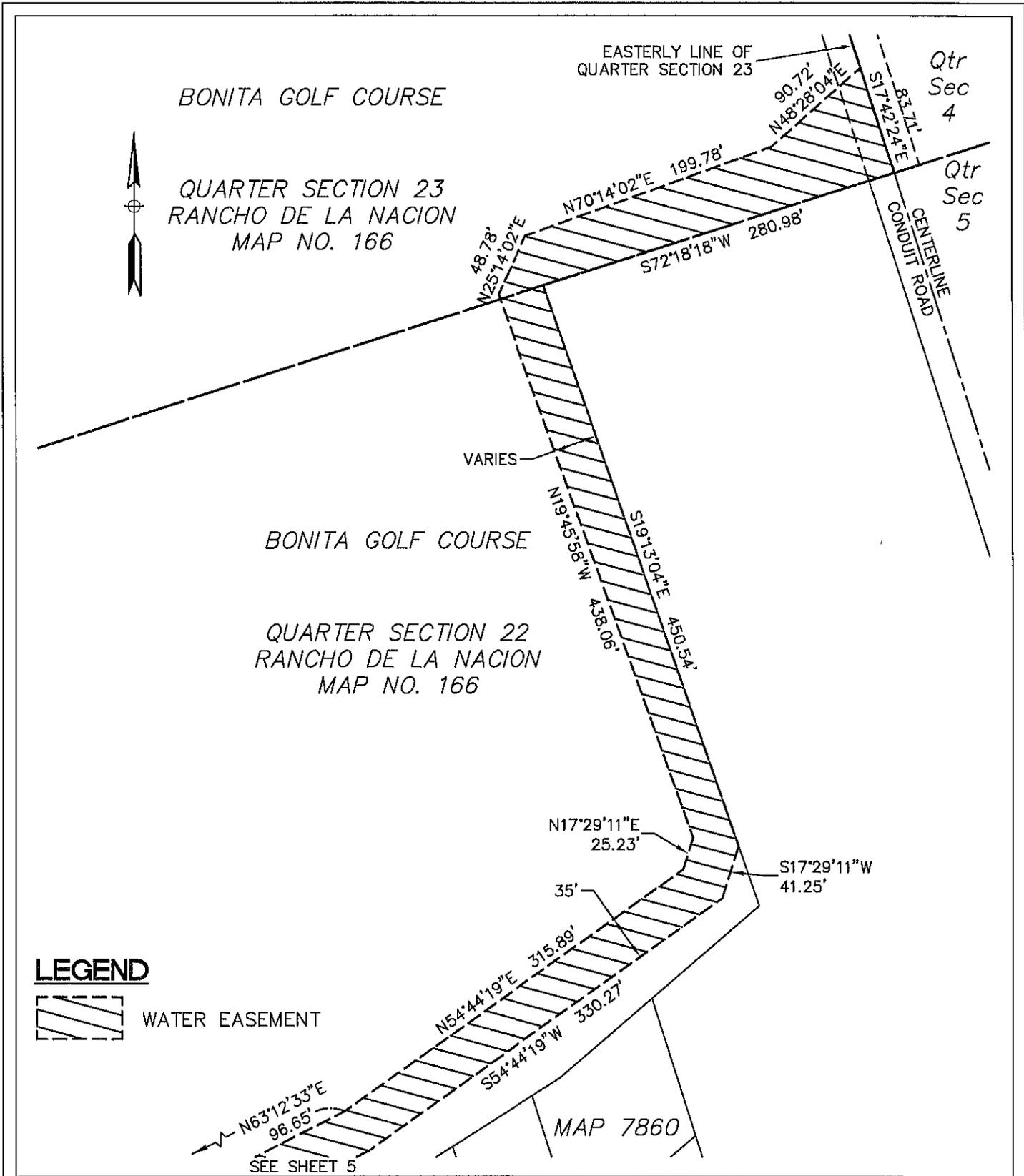
DATE

TO: SWEETWATER AUTHORITY
FROM: CROCKETT AND COMPANY, INC.,
A CALIFORNIA CORPORATION
RECORDING DATE:
DOCUMENT NO:

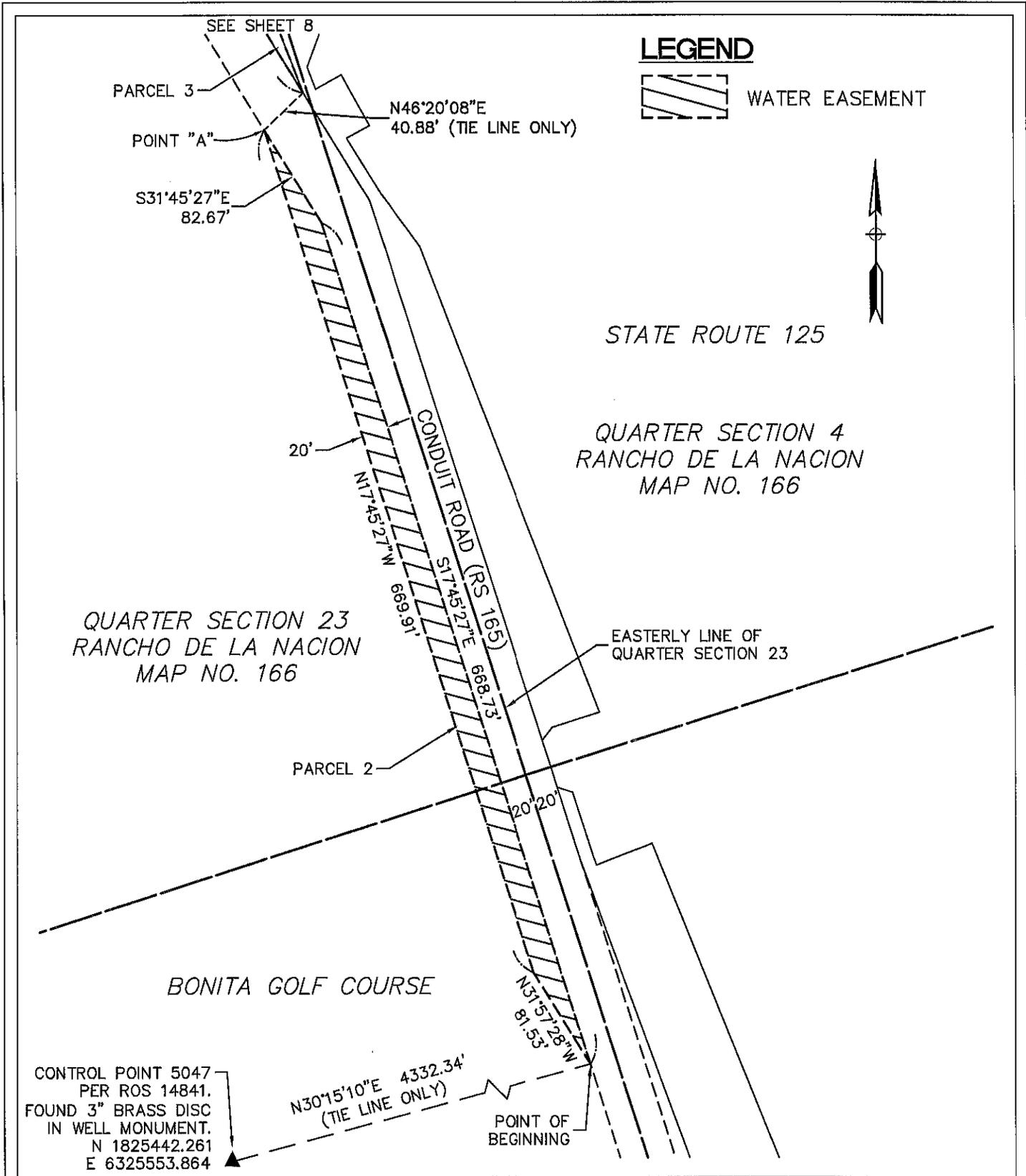
PROJECT:
36-INCH WATER MAIN
REPLACEMENT

SCALE: 1"=100'

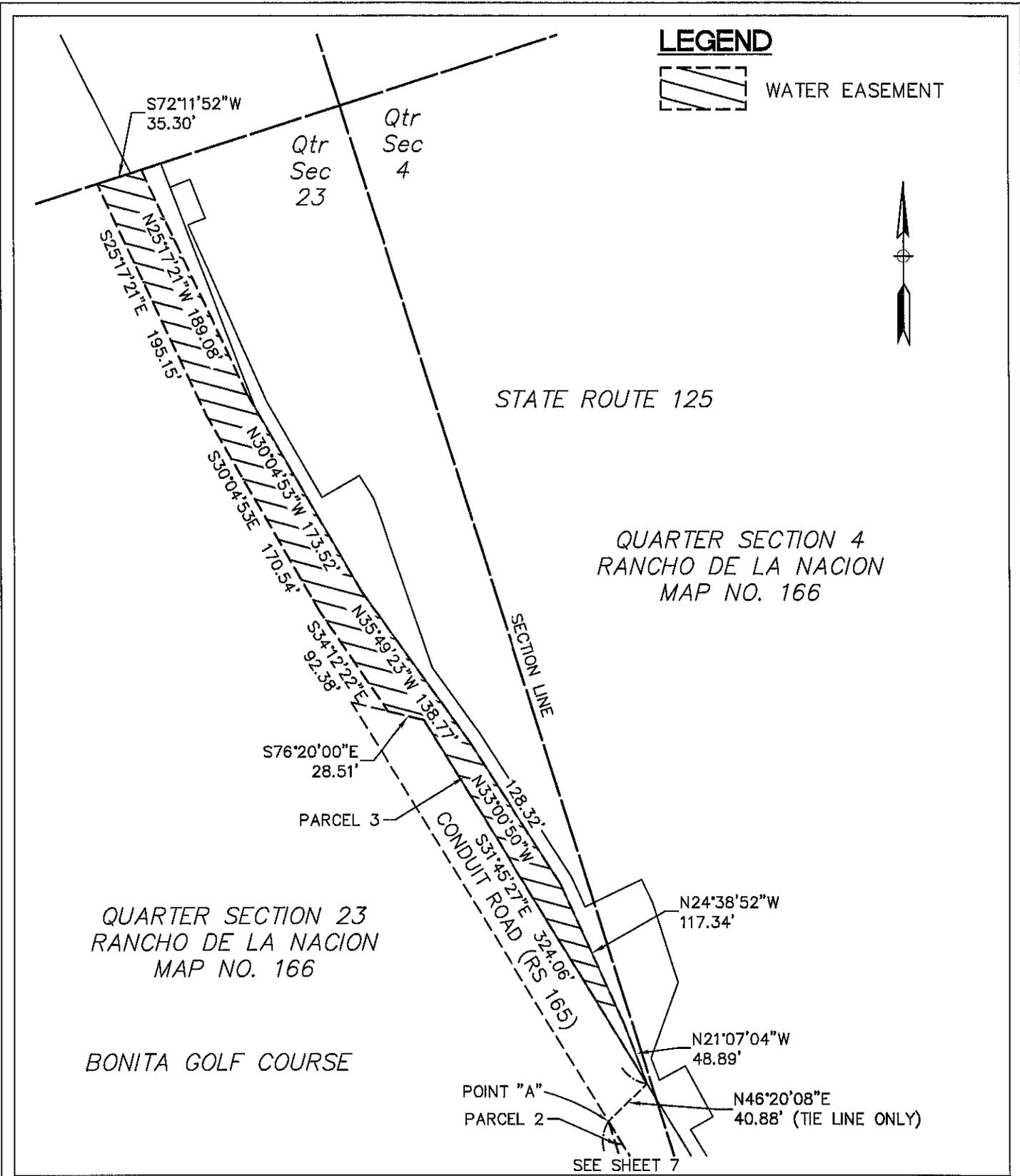
SHEET 5 OF 8



| | | |
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| _____ DATE | RECORDING DATE: DOCUMENT NO: | SCALE: 1"=100' |
| | | SHEET 6 OF 8 |



| | | |
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| _____ DATE | | SCALE: 1"=100' SHEET 7 OF 8 |



| | | |
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| DATE | RECORDING DATE: DOCUMENT NO: | SCALE: 1"=100' |
| | | SHEET 8 OF 8 |



SWEETWATER AUTHORITY

505 GARRETT AVENUE
POST OFFICE BOX 2328
CHULA VISTA, CALIFORNIA 91912-2328
(619) 420-1413
FAX (619) 425-7469
<http://www.sweetwater.org>

GOVERNING BOARD

STEVE CASTANEDA, CHAIR
JOSE PRECIADO, VICE CHAIR
JOSIE CALDERON-SCOTT
JERRY CANO
JOSE F. CERDA
HECTOR MARTINEZ
ALEJANDRA SOTELO-SOLIS

TISH BERGE
GENERAL MANAGER

JENNIFER H. SABINE
ASSISTANT GENERAL MANAGER

OPERATIONS COMMITTEE MEDIA INDEX BY AGENDA ITEM

AGENDA

DATE: Wednesday, September 4, 2019 **TIME:** 10:00 a.m.

- 1. CALL MEETING TO ORDER AND ROLL CALL. (00:12)**
- 2. ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED IN THE AGENDA. (00:21)**
- 3. PUBLIC COMMENT. (00:27)**
Opportunity for members of the public to address the Committee. (Government Code Section 54954.3).
- 4. ACTION AGENDA.**
The following items on the Action Agenda call for discussion and action by the Committee. All items are placed on the Agenda so that the Committee may discuss and take action on the item if the Committee is so inclined, including items listed for information.
 - A. Consideration to Combine Protocols for Communication with Developers and Customer Bill of Rights Work Efforts **(00:32)**
 - B. Consideration of Compensation Payment to Bonita Golf Course to Mitigate Construction Impacts **(17:11)**
- 5. CLOSED SESSION. (34:45)**
At any time during the regular session, the Committee may adjourn to closed session to discuss real property matters within the attorney-client privilege, subject to the appropriate disclosures. (Government Code Section 54956.8).
- 6. NEXT MEETING DATE: Wednesday, September 18, 2019 at 10:00 a.m. (34:51)**
- 7. ADJOURNMENT. (38:56)**

This agenda was posted at least seventy-two (72) hours before the meeting in a location freely accessible to the Public on the exterior bulletin board at the main entrance to the Authority's office and it is also posted on the Authority's website at www.sweetwater.org. No action may be taken on any item not appearing on the posted agenda, except as provided by California Government Code Section 54954.2. Any writings or documents provided to a majority of the members of the Sweetwater Authority Governing Board regarding any item on this agenda will be made available for public inspection at the Authority Administration Office, located at 505 Garrett Avenue, Chula Vista, CA 91910, during normal business hours. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Board Secretary at (619) 409-6703 at least forty-eight (48) hours before the meeting, if possible.

To e-subscribe to receive meeting agendas and other pertinent information, please visit www.sweetwater.org.

*A Public Water Agency
Serving National City, Chula Vista and Surrounding Areas*