

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

June 3, 2020

A Regular Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, June 3, 2020 at the offices of the District, 1391 Engineer Street, Vista, California.

**1. CALL TO ORDER**

President Vásquez called the meeting to order at 9:00 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; Don Smith, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Marlene Kelleher, Director of Administration. Staff present by teleconference were Lisa Soto, Secretary of the Board; Greg Keppler, Engineering Project Manager; Mark Saltz, Water Resources Specialist. Also present was General Counsel David Cosgrove.

Other attendees: Barbara Kus, United States Geological Survey and Amy Czajkowski, Infrastructure Engineering Corporation (IEC) were present by teleconference.

**3. PLEDGE OF ALLEGIANCE**

Director Miller led the pledge of allegiance.

**4. APPROVAL OF AGENDA**

20-06-52	<i>Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Dorey, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the agenda as presented.</i>
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**5. ORAL COMMUNICATIONS**

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

**6. CONSENT CALENDAR**

Director of Engineering Randy Whitmann provided clarification regarding Item 6.A, Financial Report for the Nine Months Ended March 31, 2020, Page 2, under Operating Revenues, System Fees; it was noted that System Fee revenues were much higher than budgeted. He credited development during the nine-month period for the increased revenues. Mr. Whitmann also provided clarification regarding the AB Line Replacement project shown on Item 6.A in the Capital Outlay Comparison, Engineering; he noted that staff is seeking to obtain easements from a developer in the area prior to work being carried out.

General Manager Brett Hodgkiss provided background regarding the Lobby Security Upgrade project listed on Page 6 of Item 6.A, under Capital Outlay Comparison, Field Services. He stated that the existing glass partition between the cashier and customers will be upgraded to bullet-resistant glass. He noted that the contractor is already in place for the project and efforts are underway to obtain the glass that needed for the project.

Regarding Item 6.B, the Fourth Addendum to Agreement with Horton, Knox, Carter & Foote for Special Counsel Services, Mr. Hodgkiss stated that at the request of the Board this agreement is presented for renewal annually. He stated that it was established in Addendum II that Special Counsel John Carter would be paid a flat fee and would no longer be required to provide the District with a detailed accounting of his time. Mr. Hodgkiss added that Mr. Carter has been highly involved in a number of issues that have come up in the past year and has been extremely helpful. Director Sanchez suggested a brief report of Mr. Carter's activities be provided on a quarterly basis.

Director of Operations and Field Services Frank Wolinski provided clarification regarding Item 6.C, Dump Truck Purchase, stating that the dump truck will be purchased at a cost that is 35 percent under Kenworth's base list price. Mr. Wolinski stated that the dump truck being replaced was purchased in 2003 and over the years has had numerous engine problems and significant vibration issues; it will be sold at auction.

20-06-53	<i>Upon motion by Director Dorey, seconded by Director Miller and unanimously carried (5 ayes: Miller, Dorey, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the Consent Calendar, including Resolution No. 20-14 approving disbursements.</i>
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A. Financial Report for the Nine Months Ended March 31, 2020

See staff report attached hereto. The Board noted and filed the Financial Report for the Nine Months Ended March 31, 2020, an informational report concerning the financial condition of the District.

B. Fourth Addendum to agreement with Horton, Knox, Carter & Foote for Special Counsel Services

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to execute a Fourth Addendum to the District's agreement for services with Horton, Knox, Carter and Foote, LLP (HKCF) to extend the term of that agreement through June 30, 2021.

C. Dump truck purchase

See staff report attached hereto. Staff recommended and the Board authorized the purchase of a 2021 Kenworth Class 6 dump truck from Inland Kenworth (US) Inc. in the amount of \$119,813.10.

D. Minutes of Board of Directors meetings on May 13 and 21, 2020

The minutes of May 13 and 21, 2020 were approved as presented.

E. Resolution ratifying check disbursements

**RESOLUTION NO. 20-14**

**BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 64383 through 64508 drawn on Union Bank totaling \$624,208.50.**

**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 3<sup>rd</sup> day of June 2020.**

\* \* \* \* \*

**7. DIVISION REPORTS**

See staff report attached hereto.

Director Dorey commented that the effects of the coronavirus (COVID-19) pandemic and the resulting stay at home orders are apparent in the very low numbers presented in the Lake Henshaw Resort Activity Report for March 2020.

Mr. Hodgkiss stated that based on satellite imaging it appears there may be harmful algal bloom (HAB) at Lake Henshaw. Samples have been taken and sent in for analysis; the District should receive the test results later in the week. If the results are positive for HAB, signage will be placed around Lake Henshaw warning of the hazard and stating protective measures to be taken.

Regarding the sale of the Mendenhall Cattle Company, Mr. Hodgkiss stated that the transaction was a simple change in ownership so the existing agreement with the District will remain in place. If there is a request to change to any of the terms or conditions of the agreement, staff will present the request to the Warner Ranch Committee and then to the full Board for consideration.

**8. STUDY OF SOUTHWESTERN WILLOW FLYCATCHERS AND ARROYO TOAD ON DISTRICT LAND**

See staff report attached hereto.

Mr. Smith stated that the 5-year study of the Southwestern Willow Flycatchers (Flycatchers) conducted by the United States Geological Survey (USGS) found a healthy population of the Flycatchers at Lake Henshaw that had not been seen before; therefore, USGS is requesting authorization to continue its study through 2024, provided additional funding can be secured. He stated that request for the arroyo toad surveys is an extension of ongoing survey and monitoring work being performed by the USGS on behalf of the United States Navy on the premises of Remote Training Site Warner Springs (RTSWS). The ongoing surveys are provided for under the terms and conditions of the Navy's existing lease and license agreements with the District. The request that is presented for consideration by the Board is for access to District lands outside of RTSWS premises for approximately four to six days per year between March and May through 2024.

The Board requested to receive copies of any reports that are generated as a result of these studies. Barbara Kuz of USGS, who was present telephonically, stated that sharing the information would not be a problem and including language in the access permit as such would be acceptable.

Director Dorey commented that in light of the growing number of areas on the Warner Ranch with special environmental interests he believes it would be in the best interests of the District to prepare a Habitat Conservation Plan.

20-06-54 *Upon motion by Director MacKenzie, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Dorey, Sanchez, MacKenzie, and Vásquez), the Board of Directors authorized representatives of the United States Geological Survey (USGS) to access District lands to perform biological surveys of a) southwestern willow flycatchers (flycatchers) in the riparian areas adjacent to and downstream of Lake Henshaw and b) arroyo toad in upstream drainages north and east of Lake Henshaw, provided the Permittee agrees to provide the results of all surveys, findings, and reports for monitoring performed on District lands with the Vista Irrigation District.*

## 9. WARNER RANCH DITCH REPAIR PROJECT

See staff report attached hereto.

Mr. Smith stated that the Board previously authorized staff to negotiate agreements for the Warner Ranch Ditch Repair Project (Project), including a construction contract with Cass Arrieta, a professional services agreement with Helix Environmental Planning for environmental monitoring during construction, and a professional services agreement with Infrastructure Engineering Corporation (IEC) for construction management and inspection services. He stated that the three agreements have been negotiated and are ready for consideration by the Board. Mr. Smith stated IEC reviewed the proposal submitted by Cass Arrieta and found the cost estimate to be reasonable; IEC also supported staff's recommendation for approval of the Cass Arrieta construction contract with allowances for unforeseen delays related to the Stephens' kangaroo rat (SKR) and a District controlled contingency for differing site conditions. He indicated that Cass Arrieta estimated that the project would be completed in four months; staff added ten more working days for unforeseen delays.

President Vásquez commented that he found the Technical Memorandum (TM) providing a cost analysis and validation of the Cass Arrieta proposal to be helpful and very clear and concise. Mr. Smith stated that Amy Czajkowski with IEC prepared the TM, which also included an analysis of staff's proposal to go forward with the Project using a "time and materials" approach. Mr. Whitman provided an overview of the construction management and inspection services to be performed by IEC during construction.

Mr. Smith stated that the four-month construction duration established by Cass Arrieta would be monitored closely and managed through the construction management services provided by IEC. Mr. Smith advised that with this being an environmentally sensitive project there is risk borne mostly by the District for unforeseen issues that could delay the Project; since the District is bearing most of the risk, Cass Arrieta agreed to forgo markups on materials and contracted services, which will result in significant cost savings to the District.

Director Miller stated that he believes the Project approach is correct, and he acknowledged that there could be legitimate unforeseen delays and expressed appreciation for the fact that Cass Arrieta worked with the District to find ways to save money on the Project. He concluded that he feels strongly that since Cass Arrieta established the four-month timeframe it should be strictly adhered to. Mr. Hodgkiss acknowledged the potential for the cost of the Project to exceed the budget due to unforeseen circumstances, but added that there is also a potential for cost savings with onsite value engineering.

Mr. Smith stated that, if approved, the Project would likely begin approximately one month after contracts, insurance, bonding, etc. are all in place with a goal of completing the Project ahead of the rainy season. The Board was complimentary of Ms. Czajkowski's TM and thanked her for attending the meeting telephonically.

20-06-55 *Upon motion by Director Sanchez, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Dorey, Sanchez, MacKenzie, and Vásquez), the Board of Directors authorized the General Manager to execute a construction contract with Cass Arrieta in an amount not to exceed \$1,918,745; a professional services agreement with Helix Environmental Planning, Inc. in an amount not to exceed \$109,300 for environmental monitoring during construction; and a professional services agreement with Infrastructure Engineering Corporation in an amount not to exceed \$139,840 to provide construction management and inspection services for the Warner Ranch Ditch Repair Project.*

#### 10. GRAZING LICENSE AGREEMENT

See staff report attached hereto.

Mr. Smith stated that the District has three grazing licenses on the Warner Ranch with the smallest being the Taylor license, which is limited to 15 mature cattle on approximately 91 acres of District land. He advised the Board that the Warner Ranch Committee reviewed this matter in February 2020 after licensee, Michael J. Taylor, passed away and the license terminated. Mr. Smith noted that two parties expressed interest in the license; however, the District only received one proposal from Wayne W. Taylor and his son Sam E. Taylor as co-licensees.

20-06-56 *Upon motion by Director Miller, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Dorey, Sanchez, MacKenzie, and Vásquez), the Board of Directors authorized the General Manager to enter into a grazing license agreement with Wayne W. Taylor and Sam E. Taylor as co-licensees.*

#### 11. TRAINING REQUIREMENTS FOR DIRECTORS

See staff report attached hereto.

Mr. Hodgkiss stated that the Board requested that an item be placed on the agenda to consider adding language to the District's Rules and Regulations, Section 1.5.3 requiring new directors to receive governance training. Mr. Hodgkiss said that currently the only training identified in the District's Rules and Regulations for directors is Ethics Training, which is required every two years. Other trainings that could be added would be governance training, which is a requirement in order for the District to maintain its accreditation as a Platinum Level, District of Distinction and sexual harassment prevention training, which directors are required to receive every two years. Mr. Hodgkiss stated that staff surveyed other local agencies and found that only one has a requirement for governance training for its Board members in its governing document.

The Board discussed whether it had the authority to impose a requirement on a new director that was not set forth as eligibility criteria for holding office. The Board requested that staff draft revisions to the Rules and Regulations, Section 1.5.3 to add language indicating the legal requirement for sexual harassment prevention training and to add the expectation that all new directors attend governance training. The Board directed staff to present the draft changes at a future meeting for Board consideration.

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

See staff report attached hereto.

Director Miller reported on the May 28, 2020 meeting of the San Diego County Water Authority (Water Authority) Board of Directors, which was held virtually. He stated that in addition to the routine business that was conducted the bulk of the discussion centered around the Water Authority's proposed calendar year 2021 rates and charges. With rate increases coming from the Metropolitan Water District and a significant decrease in water sales, the Water Authority Board discussed options for minimizing any rate increase to its member agencies. The Water Authority Board ultimately decided to hold a public hearing to consider approval of a 6.3 percent increase to the cost of untreated water and a 6.2 percent increase to the cost of treated water that would be effective January 1, 2021. Director Miller stated that the proposed rate increase is less than the 20 percent increase that is needed; the rate stabilization fund would be used to make up the difference.

Director MacKenzie updated the Board regarding a meeting she attended of the Local Agencies Formation Commission (LAFCO) in which the potential detachment of the Fallbrook Public Utilities District and the Rainbow Municipal Water District from the Water Authority was discussed. She said a committee of ten was formed to assist LAFCO staff with this matter; the committee will be comprised of a representative from San Diego Association of Governments, County of San Diego, Eastern Municipal Water District, LAFCO Cities Advisory Committee, LAFCO Special Districts Advisory Committee, Fallbrook Public Utilities District, Rainbow Municipal Water District, the Water Authority and two member agencies of the Water Authority. The committee will be moderated by the Executive Officer of LAFCO.

**13. MEETINGS AND EVENTS**

See staff report attached hereto.

There were no reports on meetings attended by Directors.

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

See staff report attached hereto.

There were no additions or changes made to the list of upcoming agenda items.

**15. COMMENTS BY DIRECTORS**

Director Miller stated that he plans to be out of town for the July 1, 2020 Board meeting; if possible, he will attend the meeting via teleconference.

Director MacKenzie reported on legislation that was discussed in the recent ACWA Legislative Committee (Committee) meeting. Senate Bill (SB) 625, on which the Committee has taken a "watch" position, would dissolve the Board of Directors of Central Basin Municipal Water District (CBMWD) and require the Water Replenishment District of Southern California (WRD) to act as the receiver for CBMWD. It would also vest WRD with all necessary powers under the Municipal Water District Law and would transfer all powers vested in the Board of Directors of CBMWD to the Board of Directors of WRD.

Director MacKenzie said she is still trying to get more information regarding the upcoming virtual Association of California Water Agencies (ACWA) Conference in July, and she will let staff know if she plans to attend or if she would like her registration to be transferred to the Fall Conference later in the year.

Director Miller reported that SB 1386 was introduced on behalf of the Water Authority and Irvine Ranch Water District to clarify existing law regarding the use of property-related service charges for funding water services related to fire protection. The bill passed through the committee unanimously and it will go to the Senate next.

**16. COMMENTS BY GENERAL COUNSEL**

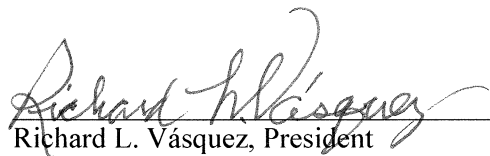
Mr. Cosgrove informed the Board about a case regarding the City of Fresno's capacity charge, which was increased to fund expansion of its existing groundwater distribution systems to benefit future growth and was subsequently challenged. The increased capacity charge was upheld by the court, which concluded that the requirements for proportionality did not preclude the City of Fresno from making water policy decisions.

**17. COMMENTS BY GENERAL MANAGER**

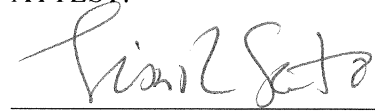
Mr. Hodgkiss informed the Board that the water level at Lake Henshaw was at 10,500 acre feet.

**18. ADJOURNMENT**

There being no further business to come before the Board, at 11:05 a.m. President Vásquez adjourned the meeting to June 17, 2020 at 9:00 a.m.

  
Richard L. Vásquez, President

ATTEST:

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



**STAFF REPORT**

**Agenda Item: 6.A**

**Board Meeting Date: June 3, 2020**  
**Prepared By: Shallako Goodrick**  
**Reviewed By: Marlene Kelleher**  
**Approved By: Brett Hodgkiss**

SUBJECT: FINANCIAL REPORT FOR THE NINE MONTHS ENDED MARCH 31, 2020

RECOMMENDATION: Informational report concerning the financial condition of the District. No action will be required.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Attached for review by the Board of Directors is the Financial Report for the Nine Months Ended March 31, 2020. This report includes the following items:

FINANCIAL STATEMENTS

- Statements of Net Position
- Statements of Revenues, Expenses and Changes in Net Position

SPECIAL REPORTS

- Water Statistics Budget Comparison
- Revenue and Expense Budget Comparison
- Capital Outlay Comparison
- Property Revenues
- Legal Expenses

Overall, the District experienced a \$4.3 million operating gain, which is an increase from the \$2.8 million operating gain for the same nine-month period in the previous year. The increase is primarily attributable to more local water being produced (2,411 acre feet compared to 845 acre feet for the same period in 2019).

The budget reports compare the actual results for the nine-month period ended March 31, 2020 with the *annual* budgeted amounts approved by the Board.

DETAILED REPORT: See attached Financial Report for the Nine Months Ended March 31, 2020.

The District’s reserves on March 31, 2020 were as follows:

Emergency and Contingency	\$ 10,000,000
Working Capital	10,000,000
Surplus Supplemental Water	2,598,423
Capital Improvement	<u>19,153,589</u>
Total Reserves	<u>\$41,752,012</u>

ATTACHMENT: Financial Report for the Nine Months Ended March 31, 2020





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**FINANCIAL REPORT**  
**For the Nine Months Ended**  
**March 31, 2020**

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*(UNAUDITED)*

*VISTA IRRIGATION DISTRICT*

*Table of Contents*

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	<i>Page</i>
<b>FINANCIAL STATEMENTS</b>	
Statements of Net Position.....	1
Statements of Revenues, Expenses and Changes in Net Position .....	2
<b>SPECIAL REPORTS</b>	
Water Statistics Budget Comparison .....	3
Revenue and Expense Budget Comparison .....	4-5
Capital Outlay Comparison.....	6-7
Property Revenues .....	8
Legal Expenses .....	9



*FINANCIAL STATEMENTS*

# VISTA IRRIGATION DISTRICT

## STATEMENTS OF NET POSITION March 31, 2020 and June 30, 2019

<b>ASSETS</b>	<b>3/31/20</b>	<b>6/30/19</b>
Current Assets:		
Cash and cash equivalents	\$ 22,261,757	\$ 20,187,502
Investments	19,490,255	19,304,648
Accounts receivable, net	6,011,591	7,984,633
Taxes receivable	48,381	32,242
Accrued interest receivable	60,299	38,582
Inventories of materials and supplies	753,548	612,666
Prepaid expenses and other current assets	101,758	288,438
Total Current Assets	<u>48,727,589</u>	<u>48,448,711</u>
Noncurrent Assets:		
Capital assets:		
Depreciable assets, net of accumulated depreciation:		
Buildings, canals, pipelines, reservoirs and dams	85,443,557	86,678,221
Equipment	2,559,028	2,684,068
Henshaw pumping project	307,998	341,162
Nondepreciable assets:		
Land, franchises and water rights	5,453,295	5,453,295
Construction in progress	7,177,684	2,693,197
Total capital assets	<u>100,941,562</u>	<u>97,849,943</u>
Total Noncurrent Assets	<u>100,941,562</u>	<u>97,849,943</u>
Total Assets	<u>149,669,151</u>	<u>146,298,654</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension related	4,926,365	4,926,365
Other post-employment benefits related	101,590	101,590
Total Deferred Outflows of Resources	<u>5,027,955</u>	<u>5,027,955</u>
<b>LIABILITIES</b>		
Current Liabilities:		
Accounts payable	4,747,791	\$ 6,456,917
Deposits	678,791	1,255,451
Accrued expenses and other liabilities	2,618,213	2,764,375
Total Current Liabilities	<u>8,044,795</u>	<u>10,476,743</u>
Noncurrent Liabilities:		
Net pension liability	14,791,100	14,791,100
Net other post-employment benefits (OPEB) liability	587,748	587,748
Total Noncurrent Liabilities	<u>15,378,848</u>	<u>15,378,848</u>
Total Liabilities	<u>23,423,643</u>	<u>25,855,591</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Pension related	908,670	908,670
Other post-employment benefits related	159,543	159,543
Total Deferred Inflows of Resources	<u>1,068,213</u>	<u>1,068,213</u>
<b>NET POSITION</b>		
Net investment in capital assets	100,941,562	97,849,943
Unrestricted	29,263,688	26,552,862
Total Net Position	<u>\$ 130,205,250</u>	<u>\$ 124,402,805</u>

# VISTA IRRIGATION DISTRICT

## STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION Nine Months Ended March 31, 2020 and Year Ended June 30, 2019

	3/31/20	6/30/19
<b>OPERATING REVENUES</b>		
Water sales	\$ 35,775,836	\$ 47,811,749
Property rentals	571,880	807,180
System fees	924,653	1,225,043
Other services	343,904	569,180
Total Operating Revenues	<u>37,616,273</u>	<u>50,413,152</u>
<b>OPERATING EXPENSES</b>		
Purchased water	15,799,059	21,287,616
Wages and benefits	10,132,700	13,591,552
Contractual services	3,740,143	5,240,188
Depreciation	2,432,411	3,157,173
Supplies	1,004,622	1,359,577
Professional fees	370,898	596,320
Office and general	350,835	536,420
Power	314,046	466,694
Insurance	51,819	385,026
Communications	36,523	51,755
Uncollectible accounts	24,534	11,955
Burden allocation	(959,355)	(1,363,958)
Total Operating Expenses	<u>33,298,235</u>	<u>45,320,318</u>
Operating Income	<u>4,318,038</u>	<u>5,092,834</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>		
Investment income	769,516	859,164
Property taxes	303,626	487,062
Gain on disposal of capital assets	36,853	3,722,423
Federal & state assistance	(32,341)	49,198
Total Nonoperating Revenues	<u>1,077,654</u>	<u>5,117,847</u>
Income Before Contributed Capital	5,395,692	10,210,681
Contributed capital	406,753	1,461,683
Change in Net Position	<u>5,802,445</u>	<u>11,672,364</u>
Total Net Position - beginning	<u>124,402,805</u>	<u>112,730,441</u>
Total Net Position - ending	<u>\$ 130,205,250</u>	<u>\$ 124,402,805</u>



*SPECIAL REPORTS*

# VISTA IRRIGATION DISTRICT

## WATER STATISTICS BUDGET COMPARISON Nine Months Ended March 31, 2020 (In Acre Feet)

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	Actual	Budget	Percentage of Budget
<b>WATER SOURCES:</b>			
Water Purchases	9,767	14,114	69%
Local Water	<u>2,411</u>	<u>3,486</u>	69%
Total Water Sources	<u><u>12,178</u></u>	<u><u>17,600</u></u>	69%
<b>WATER SALES</b>	<u><u>11,407</u></u>	<u><u>16,500</u></u>	69%

# VISTA IRRIGATION DISTRICT

## REVENUE AND EXPENSE BUDGET COMPARISON Nine Months Ended March 31, 2020

	Actual	Budget	Percentage of Budget
<b>OPERATING REVENUES</b>			
Water sales:			
Single family	\$ 10,756,617	\$ 16,030,000	67%
Multiple family	3,896,608	5,450,000	71%
Irrigation	2,901,937	4,150,000	70%
Commercial	1,666,276	2,320,000	72%
Agricultural	1,088,381	1,850,000	59%
Industrial	786,607	1,190,000	66%
Government	450,681	820,000	55%
Mobile homes	540,225	760,000	71%
Unmetered	2,146	10,000	21%
Service charges	13,686,358	18,060,000	76%
Subtotal water sales	<u>35,775,836</u>	<u>50,640,000</u>	
Property rentals	571,880	748,900	76%
System fees:			
Capacity	903,755	660,000	137%
Annexation and detachments	20,898	-	-
Subtotal system fees	<u>924,653</u>	<u>660,000</u>	
Other services:			
New installations	176,742	263,000	67%
Non construction services	167,162	245,000	68%
Subtotal other services	<u>343,904</u>	<u>508,000</u>	
Total Operating Revenues	<u>37,616,273</u>	<u>52,556,900</u>	72%
<b>OPERATING EXPENSES</b>			
Purchased water	15,799,059	22,729,000	70%
Wages and benefits:			
Salaries	6,019,042	8,150,000	74%
PERS retirement	1,846,975	2,220,000	83%
Employee health insurance	1,511,497	2,093,000	72%
FICA & medicare	459,105	612,000	75%
Workers compensation	122,197	175,000	70%
Deferred compensation plan	84,294	108,000	78%
Life and disability insurance	61,478	90,000	68%
Uniforms	21,298	31,800	67%
Tuition reimbursement	2,078	4,000	52%
Unemployment insurance	1,863	3,200	58%
EAP counseling	2,873	3,200	90%
Subtotal wages and benefits	<u>10,132,700</u>	<u>13,490,200</u>	



# VISTA IRRIGATION DISTRICT

## REVENUE AND EXPENSE BUDGET COMPARISON Nine Months Ended March 31, 2020

	Actual	Budget	Percentage of Budget
Contractual services	3,740,143	5,450,500	69%
Depreciation	2,432,411	3,340,000	73%
Supplies	1,004,622	1,406,200	71%
Professional fees:			
Consulting	185,971	256,900	72%
Legal	167,527	246,900	68%
Audit	17,400	25,000	70%
Subtotal professional fees	<u>370,898</u>	<u>528,800</u>	
Office and general:			
Fees and permits	137,344	174,600	79%
Postage	41,423	72,700	57%
Training	31,464	69,600	45%
Employment related expense	25,462	51,500	49%
Dues, subscriptions, and publications	44,031	46,400	95%
Travel	18,991	43,200	44%
Office supplies	21,531	22,700	95%
Printing	12,520	13,000	96%
Computer hardware	10,349	10,500	99%
Awards and contributions	7,720	9,500	81%
Computer software	-	4,000	0%
Subtotal office and general	<u>350,835</u>	<u>517,700</u>	
Power	314,046	461,300	68%
Insurance	51,819	311,000	17%
Communications	36,523	51,100	71%
Uncollectible accounts	24,534	26,300	93%
Burden allocation	(959,355)	(1,370,000)	70%
Total Operating Expenses	<u>33,298,235</u>	<u>46,942,100</u>	71%
Operating Income	4,318,038	5,614,800	77%
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Investment income	769,516	774,000	99%
Property taxes	303,626	469,000	65%
Gain on disposal of capital assets	36,853	-	-
Federal & state assistance	(32,341)	-	-
Total Nonoperating Revenues	<u>1,077,654</u>	<u>1,243,000</u>	87%
Income Before Contributed Capital	<u>\$ 5,395,692</u>	<u>\$ 6,857,800</u>	79%

# VISTA IRRIGATION DISTRICT

## CAPITAL OUTLAY COMPARISON March 31, 2020

	Budget Item #	Board Approved (Inception To Date)	Outlay To Date	Capital Outlay Remaining
<b>ENGINEERING:</b>				
E43 Regulator Relocation & Upgrade	10-02	350,000	245,600	104,400
AB Line Replacement	11-04	1,100,000	133,971	966,029
East Vista Way - Mason Road Pipeline	12-02	600,000	-	600,000
Flume - Siphon Replacement	15-03	1,300,000	65,883	1,234,117
Flume - Pressure Zone Loop	15-05	280,000	13,575	266,425
E Reservoir and Pump Station	16-04	1,400,000	596,268	803,732
Paseo Santa Fe Project	16-05	1,850,000	1,244,086	605,914
FY 2018 Main Replacement Program	18-01	4,500,000	4,117,103	382,897
Calle Maria Pipeline Extension	18-02	200,000	-	200,000
Vista Flume - Beehive Bench & Siphon	18-03	100,000	16,862	83,138
Lita Lane Pipeline Extension	18-04	81,000	-	81,000
HB Reservoir Rehabilitation	18-05	4,750,000	2,870,757	1,879,243
FY 2019 Main Replacement Program	19-01	2,750,000	3,080,092	-
FY 2020 Main Replacement Program	20-01	2,500,000	65,848	2,434,152
Daley Bench Slope Stabilization	20-02	220,000	58,996	161,004
Four (4) Reservoirs Rehabilitation	20-03	50,000		50,000
		<u>22,031,000</u>	<u>12,509,041</u>	<u>9,852,051</u>
<b>FIELD SERVICES:</b>				
Lobby Security Upgrade	18-12	48,000		48,000
Vehicles (3)	20-04	280,000		280,000
Boiler System	20-05	200,000		200,000
Backhoe	20-06	120,000	116,436	3,564
Lowboy Trailer	20-07	36,000		36,000
Dump Trailers (2)	20-08	13,000	11,650	1,350
		<u>697,000</u>	<u>128,086</u>	<u>568,914</u>

# VISTA IRRIGATION DISTRICT

## CAPITAL OUTLAY COMPARISON

March 31, 2020

	Budget Item #	Board Approved (Inception To Date)	Outlay To Date	Capital Outlay Remaining
<b>FINANCE:</b>				
Scissor Lift (Canceled)	20-09	15,200		
		<u>15,200</u>	<u>-</u>	<u>-</u>
<b>INFORMATION TECHNOLOGY:</b>				
Uninterruptible Power Supply (UPS) System	20-10	25,000		25,000
Document Management System	20-11	10,000		10,000
		<u>35,000</u>	<u>-</u>	<u>35,000</u>
<b>OPERATIONS:</b>				
Flow Control Facility	19-10	85,000	107,914	-
Altitude and Seismic Valve Actuators	19-12	20,000	20,838	-
Motors (2)	20-12	14,500	6,347	8,153
Roof	20-13	9,000		9,000
Seismic Actuator	20-14	8,000		8,000
Power Quality Analyzer			7,915	-
		<u>136,500</u>	<u>143,014</u>	<u>25,153</u>
<b>WATER RESOURCES:</b>				
Warner Wellfield Assessment and Enhancement	20-15	500,000		500,000
		<u>500,000</u>	<u>-</u>	<u>500,000</u>
		<u>\$ 23,414,700</u>	<u>\$ 12,780,141</u>	<u>\$ 10,981,118</u>

# VISTA IRRIGATION DISTRICT

## PROPERTY REVENUES

Nine Months Ended March 31, 2020 and Year Ended June 30, 2019

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	3/31/20	6/30/19
Hein Hettinga	\$ 158,720	\$ 258,158
Department of Defense - Navy 2nd lease	77,439	100,805
My Country Club, Inc.	62,857	80,000
Department of Defense - Navy	43,592	56,744
Crown Castle - Cabrillo Circle	37,371	48,454
T-Mobile - Lupine Hills	37,282	48,366
Crown Castle GT Co.	31,627	41,101
Cingular Wireless/AT&T	31,484	40,493
Lake Henshaw Resort, Inc.	26,499	33,658
Crown Castle - Vista Towers	17,447	28,902
Verizon Wireless	15,854	20,475
Puerta La Cruz	10,800	14,400
Sempra Energy	9,737	12,569
Mendenhall Cattle Company, Inc.	7,311	9,514
SDGE - 2nd lease	3,000	-
Department of Agriculture	500	500
Vallecitos Water District	360	360
Noll Seeds	-	6,167
Sprint	-	2,219
Taylor Grazing	-	1,650
County of San Diego - Warner Pit	-	1,645
AECOM Technical Services	-	1,000
	<hr/>	<hr/>
TOTAL PROPERTY REVENUES	<u>\$ 571,880</u>	<u>\$ 807,180</u>

# VISTA IRRIGATION DISTRICT

## LEGAL EXPENSES Nine Months Ending March 31, 2020

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### General Legal Fees

Liebert, Cassidy & Whitmore	General	20,827	
Rutan & Tucker LLP	General	<u>38,329</u>	
			\$ 59,156

### Water Rights Legal Fees

Horton, Knox, Carter & Foote	Indians	108,000	
Rutan & Tucker LLP	Indians	<u>371</u>	
			<u>108,371</u>

<b>Total Legal Costs (9 months)</b>			<u>\$ 167,527</u>
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<b>Total Budgeted Legal Costs (12 months)</b>			<u>\$ 246,900</u>
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**STAFF REPORT**

**Board Meeting Date: June 3, 2020**  
**Prepared By: Brett Hodgkiss**

**SUBJECT:** FOURTH ADDENDUM TO AGREEMENT WITH HORTON, KNOX, CARTER & FOOTE FOR SPECIAL COUNSEL SERVICES

**RECOMMENDATION:** Authorize the General Manager to execute a Fourth Addendum to the District's agreement for services with Horton, Knox, Carter and Foote, LLP (HKCF) to extend the term of that agreement through June 30, 2021.

**PRIOR BOARD ACTION:** On August 5, 2008, the Board authorized the General Manager to retain the services of HKCF as the District's Special Counsel for Indian water rights issues. On March 6, 2013, the Board authorized the General Manager to execute a new agreement with HKCF (Agreement) on a year-to-year basis until terminated by either party. On June 7, 2017, the Board authorized the General Manager to execute an addendum to the Agreement to retain the services of John Carter as the District's Special Counsel on matters pertaining to the San Luis Rey Indian Water Rights Settlement for \$12,000 per month during fiscal year 2018. The Board authorized extending the term of the Agreement with HKCF through June 30, 2019 on May 16, 2018 and through June 30, 2020 on June 5, 2019.

**FISCAL IMPACT:** \$144,000 plus reimbursable expenses.

**SUMMARY:** HKCF, and more specifically John Carter, has served as the District's Special Counsel on matters pertaining to Indian water rights since August 2008. Mr. Carter played an integral role in negotiating and crafting the San Luis Rey Indian Water Rights Settlement Agreement, the Implementing Agreement, the Local Entities' Agreement as well as securing the final disposition of the United States District Court cases. District staff has been handling the implementation of the aforementioned agreements; however, legal assistance has been required to address issues that have arisen during the implementation phase. The District will continue to need legal assistance in the upcoming fiscal year to address new that may arise as the implementation phase continues.

**DETAILED REPORT:** The Agreement with HKCF, as amended by the Third Addendum, expires on June 30, 2020. The Fourth Addendum would extend the term of the Agreement through June 30, 2021, leaving all provisions of the Agreement and First, Second and Third addenda, including the current payment terms of \$12,000 per month plus reimbursable expenses, in full force and effect.

**ATTACHMENTS:** Fourth Addendum to Agreement  
Agreement for Services and First, Second and Third Addenda

FOURTH ADDENDUM TO AGREEMENT FOR SERVICES BETWEEN  
VISTA IRRIGATION DISTRICT AND HORTON, KNOX, CARTER & FOOTE, LLP

This Addendum, which shall become effective on July 1, 2020, constitutes an amendment to the Agreement for Services ("Agreement") entered into on or about March 6, 2013, by and between Vista Irrigation District ("VID" or "District") and Horton, Knox, Carter & Foote, LLP ("Attorney").

This Addendum amends the Agreement to change the term of the Agreement.

Specifically, paragraph 4, "Term of Agreement" is amended in its entirety to state:

This Agreement, as revised, shall terminate on June 30, 2021.

The provisions of this Addendum shall be controlling in the event of any discrepancies, inconsistencies or ambiguities between this Addendum and the rest of the Agreement and/or First, Second and Third addenda; all other provisions of the Agreement and First, Second and Third addenda are unaffected by this Addendum and shall remain in full force and effect.

Vista Irrigation District

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Horton, Knox, Carter & Foote LLP

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AGREEMENT FOR SERVICES  
BETWEEN VISTA IRRIGATION DISTRICT AND  
HORTON, KNOX, CARTER & FOOTE, LLP

This agreement is made and entered into as of March 6, 2013, by and between the VISTA IRRIGATION DISTRICT (hereinafter referred to as DISTRICT), and HORTON, KNOX, CARTER & FOOTE, LLP (hereinafter referred to as ATTORNEY, in view of the following facts:

A. The DISTRICT is in need of services for the following project: Special Water Rights Counsel (hereinafter referred to as "the Project").

B. ATTORNEY is duly licensed (where appropriate) and qualified to provide such services.

C. The purpose of this agreement is to establish the terms and conditions under which the DISTRICT will retain ATTORNEY to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SERVICES**

ATTORNEY shall provide the DISTRICT the services as described in the scope of work attached hereto as Exhibit A.

**2. PAYMENT**

The DISTRICT shall pay for such services in accordance with the fee schedule attached hereto as Exhibit B. ATTORNEY shall submit itemized monthly statements for services rendered. The DISTRICT shall pay the statements within thirty (30) days of receipt. Payments shall be subject to review for compliance by the DISTRICT with the requirements of this agreement, and shall be subject to a final audit upon completion of all services. No other compensation will be paid except for work done under a supplemental agreement approved under paragraph 11, "Changes in Work."

**3. TIME OF PERFORMANCE**

ATTORNEY shall perform such services in a prompt and timely manner in accordance with the activity schedule shown in Exhibit C. In the event that the activity schedule is not adhered to due to activities or factors beyond ATTORNEY'S reasonable control, such as strikes, lockouts, work slow down or stoppage, accidents, acts of God, ATTORNEY shall have additional time to complete the performance of its services as agreed upon in writing by both parties.

**4. TERM OF AGREEMENT**

This Agreement shall continue from year to year unless either party gives notification to the other to modify or terminate it in its entirety as outlined in paragraph 16.

**5. STANDARD OF CARE**

ATTORNEY'S services will be performed in accordance with generally accepted professional practices and principles. Additionally, ATTORNEY'S services will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.



**6. ASSIGNMENT AND SUB-ATTORNEY**

ATTORNEY shall not assign, sublet or transfer this agreement or any rights under or interest in this agreement without the written consent of the DISTRICT, which may be withheld for any reason. Nothing contained herein shall prevent ATTORNEY from employing independent professional associates, subcontractors and investigators as ATTORNEY may deem appropriate to assist in the performance of services hereunder.

If ATTORNEY subcontracts any of the work to be performed under this agreement, ATTORNEY shall be as fully responsible to the DISTRICT for the acts and omissions of ATTORNEY's subcontractor and of the persons employed by the subcontractor, as ATTORNEY is for the acts and omissions of persons directly employed by ATTORNEY. Nothing contained in this agreement shall create any contractual relationship between any subcontractor of ATTORNEY and the DISTRICT. ATTORNEY shall bind every subcontractor and all persons employed by the subcontractor to the terms of this agreement applicable to ATTORNEY's work unless specifically noted to the contrary in the subcontract and approved in writing by the DISTRICT. It shall be the ATTORNEY's responsibility to confirm that each sub-ATTORNEY meets the minimum insurance requirements specified below.

**7. STATUS OF THE ATTORNEY**

ATTORNEY shall perform the services provided for herein as an independent contractor, and not as an employee of the DISTRICT. ATTORNEY shall be under control of the DISTRICT as to the result to be accomplished and not the means but shall consult with the DISTRICT as provided for in the scope of work.

The payment made to ATTORNEY pursuant to this agreement shall be the full and complete compensation to which ATTORNEY is entitled. The DISTRICT shall not make any federal or state tax withholdings on behalf of ATTORNEY. The DISTRICT shall not be required to pay any workers' compensation insurance on behalf of ATTORNEY.

**8. CONFLICT OF INTEREST WAIVERS**

This engagement relies upon the waivers of potential or actual conflicts of interest arising from representation of any entity or individual which might have an interest adverse to the DISTRICT, as executed by the DISTRICT, the Imperial Irrigation District and the City of Escondido in August, 2008, and attached as Exhibit D.

**9. INTEGRATION**

This agreement represents the entire understanding of the DISTRICT and ATTORNEY as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing signed by the DISTRICT and ATTORNEY.

**10. DELIVERABLES**

All original reports, models, data, notes, calculations, programming, estimates and other similar documents relating to the project (deliverables), shall, upon payment in full for the services described in this agreement be furnished to and become the property of the DISTRICT, except as otherwise provided in paragraph 16, "Termination or Abandonment."

**11. CHANGES IN WORK**

If changes in the work seem merited by ATTORNEY or the DISTRICT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the DISTRICT in the following manner: A letter outlining the changes shall be forwarded to the DISTRICT by ATTORNEY with a statement of estimated changes in fee or time schedule. An amended agreement shall be prepared by the DISTRICT and executed by both parties before performance of such services or the DISTRICT will not be required to pay for the changes in work. Such amended agreement shall not render ineffective or invalidate unaffected portions of this agreement.

**12. COVENANTS AGAINST CONTINGENT FEES**

ATTORNEY agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for ATTORNEY, to solicit or secure this agreement, and that ATTORNEY has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this agreement. For breach or violation of this provision, the DISTRICT shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

**13. INSURANCE**

The ATTORNEY shall carry all insurance required by Federal, State, County and local laws. The ATTORNEY shall procure and maintain, during the life of the AGREEMENT, adequate worker's compensation, public liability and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered as minimum requirements.

The ATTORNEY shall procure and maintain, during the life of this AGREEMENT, such commercial general liability and automobile liability insurance necessary to protect him and the DISTRICT from all claims for bodily injury, including accidental death and property damage claims arising from operations under this AGREEMENT. The DISTRICT shall be named as additional primary insured on the ATTORNEY's policy without offset against their existing insurance and the certificate of insurance shall include reference to such provisions.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**Minimum Limits of Insurance**

ATTORNEY shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the

general and products-completed operations aggregate limit shall be twice the required occurrence limit.

3. Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.
4. Professional Liability: \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the ATTORNEY shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the ATTORNEY; and with respect to liability arising out of work or operations performed by or on behalf of the ATTORNEY including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ATTORNEY's insurance using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.
2. For any claims related to this project, the ATTORNEY's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the ATTORNEY's insurance and shall not contribute with in.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The ATTORNEY shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policies of insurance and the receipts for payment of premiums thereon.

#### Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "B+" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

Verification of Coverage

ATTORNEY shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**14. INDEMNITY - HOLD HARMLESS**

ATTORNEY expressly warrants that the work to be performed pursuant to this agreement shall be performed in accordance with the standards specified in Article 5, Standard of Care. Where approval by the DISTRICT, the General Manager or other representative of the DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve ATTORNEY of responsibility for complying with all laws, codes, and industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of ATTORNEY or its subcontractors.

With regard to ATTORNEY's performance in connection with or incidental to the Project including its performance of professional services, to the fullest extent permitted by law, ATTORNEY agrees to defend, indemnify, protect and hold the DISTRICT and its officers, directors, employees, and authorized volunteers harmless from and against any and all liability, claims, damages, losses, expenses and other costs or injuries to any person or property, including costs of defense and attorneys' fees, which arise from or are connected with or are caused by the negligent acts or omissions or intentional misconduct of ATTORNEY or its subcontractors or their officers or employees, regardless of whether or not it is caused in part by any act or omission (including negligence) of a party indemnified hereunder. ATTORNEY's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of the DISTRICT, its officers, directors, authorized volunteers or employees, and further provided that, if a party indemnified hereunder is actively negligent, liability shall be determined based on principles of comparative fault.

**15. LAWS AND VENUE**

This agreement shall be construed and interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the proper venue for any such action is in a state or federal court in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

**16. TERMINATION OR ABANDONMENT**

The DISTRICT has the right to terminate or abandon any portion or all of the work by giving ten (10) calendar days written notice. In such event, the DISTRICT shall be given title immediately to all original documents and products developed for that portion of the work completed and/or being abandoned. The DISTRICT shall pay ATTORNEY for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which payment request has not been received, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and ATTORNEY for the portion of such task completed but not paid prior to said termination. The DISTRICT shall not be liable for any costs other than the fees or portions thereof which are specified herein.

ATTORNEY may terminate its obligation to provide further services under this agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this agreement through no fault of ATTORNEY.

**17. NONDISCRIMINATION CLAUSE**

ATTORNEYs doing business with the DISTRICT are expected to be equal opportunity employers who achieve or attempt to achieve parity in the representation of women and minorities in their work force.

ATTORNEY shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, sexual orientation, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by ATTORNEY in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations.

ATTORNEY agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans and Disabilities Act of 1990, and any other applicable federal and state laws and regulations hereinafter enacted.

**18. CONFORMITY TO LEGAL REQUIREMENTS**

ATTORNEY shall cause all completed deliverables to conform to all applicable requirements of law: federal, state and local. All deliverables as herein required are the property of the DISTRICT, whether the work for which they are made be executed or not. In the event this contract is terminated, all deliverables shall be delivered to the DISTRICT. ATTORNEY shall have the right to make a copy of the deliverables for his/her records.

**19. REPRODUCTION RIGHTS**

ATTORNEY agrees that all patents and copyrights which arise from creation of the work pursuant to this contract shall be vested in the DISTRICT and hereby agrees to relinquish all claims to such patents and copyrights in favor of the DISTRICT.

**20. PROHIBITED INTEREST**

No official of the DISTRICT who is authorized in such capacity on behalf of the DISTRICT to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this agreement, shall

become directly or indirectly interested personally in this contract or in any part thereof. No officer or employee of the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

**21. SUCCESSORS OR ASSIGNS**

All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

**22. CONFLICT OF INTEREST**

ATTORNEY shall file a Conflict of Interest Statement with the Secretary of the Board of Directors if that is required by the DISTRICT's Conflict of Interest Code. ATTORNEY is responsible for determining if they are an "ATTORNEY" for purposes of the Political Reform Act and such code and for compliance with any applicable financial disclosure requirements.

ATTORNEY shall not make or participate in making or in any way attempt to use ATTORNEY's position to influence a governmental decision in which ATTORNEY knows or has reason to know ATTORNEY has a financial interest other than the compensation promised by this agreement. ATTORNEY represents that ATTORNEY has diligently conducted a search and inventory of ATTORNEY's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that ATTORNEY does not, to the best of ATTORNEY's knowledge, have an economic interest which would conflict with ATTORNEY's duties under this agreement. ATTORNEY will not have such interest during the term of this agreement. ATTORNEY will immediately advise the General Counsel of DISTRICT if ATTORNEY learns of an economic interest of ATTORNEY's during the term of this agreement.

**23. ORGANIZATION**

ATTORNEY proposes to assign John Penn Carter as Principal Attorney for this engagement, to provide supervision and have overall responsibility for this agreement for ATTORNEY. The Principal Attorney shall not be removed from the project or reassigned without prior approval of the DISTRICT. No subcontracting of these professional services shall be made without prior approval of the DISTRICT.

DISTRICT proposes to assign Roy Coox as Project Manager to provide overall responsibility for this agreement for DISTRICT.

**24. NOTICE**

Any notice or instrument required to be given or delivered by this agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081

Attn: Roy Coox, General Manager

ATTORNEY:  
Horton, Knox, Carter & Foote, LLP  
1221 West State Street  
El Centro, CA 92243

Attn: John Penn Carter

and shall be effective upon the earlier of actual receipt or three (3) business days after having been deposited in the mail postage prepaid, registered, or certified.

25. **SIGNATURES**

The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

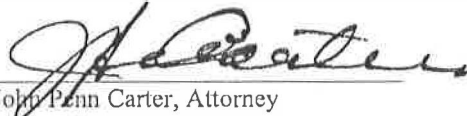
VISTA IRRIGATION DISTRICT

By:   
Roy A. Coox, General Manager

Date: March 6, 2013

ATTORNEY

Tax I.D. Number: 76-0841670

By:   
John Penn Carter, Attorney

Date: February 10, 2013

## EXHIBIT A

### SCOPE OF WORK

#### Duties

ATTORNEY will perform services for the DISTRICT on an as-needed basis. Duties and responsibilities shall include the following:

1. Attendance at meetings of the Board of Directors of the DISTRICT, as requested by the Board, for the purpose of providing legal services, status reports, and consultation;
2. Attendance at such other meetings, including negotiations sessions, as requested by the President, Board of Directors, General Manager, or other designee;
3. Preparation of draft agreement terms related to the San Luis Rey Indian water rights settlement, as well as documents, correspondence, proposals, resolutions, and the like concerning the DISTRICT'S water rights issues;
4. Preparation of written legal opinions on matters concerning the DISTRICT'S water rights, particularly as they relate to the settlement, at the request of the Board, General Manager or designee;
5. Analysis of proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the DISTRICT related to water rights issues, particularly as they relate to the settlement process;
6. Consultation with DISTRICT staff and/or the DISTRICT'S General Counsel regarding legal questions, litigation, and other matters concerning DISTRICT business, as requested (that may not otherwise be covered by District agreements with other legal resources);
7. Engaging in negotiations among the Settlement Parties and other related entities as necessary to protect the District's interests in regards to the settlement; and
8. Such other activities as directed by the President, Board of Directors, General Manager, or other designee.

#### Restrictions

ATTORNEY shall not initiate a compromise, settlement or release of any litigation, claim, or arbitration in which the DISTRICT is involved, except as directed by the DISTRICT. ATTORNEY shall not represent the DISTRICT before any other governmental or non-governmental entity, whether federal, state or local, unless so directed by the DISTRICT.

#### Principal Attorneys

John Penn Carter will be the principal ATTORNEY assigned to handle the DISTRICT'S affairs as set forth in this Agreement. Other ATTORNEYS in the firm may be assigned to the DISTRICT'S work tasks at John Penn Carter's discretion, subject to approval by the DISTRICT.

#### Alternate Attorney

In the event that John Penn Carter is unavailable, the DISTRICT should contact the following ATTORNEYS (in the following order) to handle any work that needs immediate attention:

1. Orlando Foote
2. Mercedes Zaragoza Wheeler
3. Margarita Haugaard



**EXHIBIT B**  
**Fee Schedule**

The DISTRICT will pay ATTORNEY according to the schedule of hourly rates set forth below.

SCHEDULE OF FEES:

John Penn Carter	\$375
Orlando B. Foote	\$350

ATTORNEY shall also be reimbursed for actual out-of-pocket expenses associated with this engagement, including expenses associated with travel to or outside of the region. Travel expenses will be reimbursed for actual travel costs only and not for travel time unless specifically spent on matters associated with this engagement.

**EXHIBIT C**

**ACTIVITY SCHEDULE**

The activity schedule will be determined by the DISTRICT's General Manager in consultation with the ATTORNEY.

**EXHIBIT D**

**CONFLICT OF INTEREST WAIVERS**

The attached Conflict of Interest Waivers have been executed by the DISTRICT, the Imperial Irrigation District, and the City of Escondido.

FIRST ADDENDUM TO AGREEMENT FOR SERVICES BETWEEN  
VISTA IRRIGATION DISTRICT AND HORTON, KNOX, CARTER & FOOTE, LLP

This Addendum, which shall become effective on July 1, 2017, constitutes an amendment to the Agreement for Services ("Agreement") entered into on or about March 6, 2013, by and between Vista Irrigation District ("VID" or "District") and Horton, Knox, Carter & Foote, LLP ("Attorney").

This Addendum amends the Agreement to change the term of the Agreement, the amount/method/time of payment as stated in Exhibit B, and the termination provisions of paragraph 16.

Specifically, paragraph 2, "Payment" is amended in its entirety to state:

The District shall pay for such services, as defined herein, in accordance with Exhibit B of the Agreement. No other compensation will be paid except for work done under a supplemental agreement approved under paragraph 11, "Changes in Work."

Paragraph 4, "Term of Agreement" is amended in its entirety to state:

This Agreement, as revised, shall begin on July 1, 2017 and terminate on June 30, 2018.

The second paragraph of paragraph 16, "Termination or Abandonment," is amended in its entirety to state:

Attorney may withdraw with District's consent or for good cause or if permitted pursuant to the Rules of Professional Conduct of the State Bar of California and/or applicable law.

Exhibit B "Fee Schedule" of the Agreement is amended in its entirety to state:

In consideration of any and all services rendered under this Agreement (as such services are summarized in Exhibit A to the Agreement), the District shall pay Attorney, and Attorney agrees to accept in full payment therefore, a fixed monthly fee of \$12,000 payable monthly, by the 1<sup>st</sup> day of the following month. If the type or quantity of work changes substantially, both District and Attorney reserve the right to renegotiate the amount of the fee.

Attorney shall also be reimbursed for actual out-of-pocket expenses associated with this engagement, including expenses associated with travel to or outside of the region. Travel expenses will be reimbursed for actual travel costs only and not for travel time unless specifically spent on matters associated with this engagement. Attorney shall submit itemized statements for such expenses.

The provisions of this Addendum shall be controlling in the event of any discrepancies, inconsistencies or ambiguities between this Addendum and the rest of the Agreement; all other provisions of the Agreement are unaffected by this Addendum and shall remain in full force and effect.

Vista Irrigation District

By: Eldon Boone

Name: Eldon Boone

Title: General Manager

Date: June 7, 2017

Horton, Knox, Carter & Foote, LLP

By: Orlando B. Foote

Name: ~~John Penn Carter~~ Orlando B. Foote

Title: Attorney

Date: 6/9/17

SECOND ADDENDUM TO AGREEMENT FOR SERVICES BETWEEN  
VISTA IRRIGATION DISTRICT AND HORTON, KNOX, CARTER & FOOTE, LLP

This Addendum, which shall become effective on July 1, 2018, constitutes a second amendment to the Agreement for Services ("Agreement") entered into on or about March 6, 2013, by and between Vista Irrigation District ("VID" or "District") and Horton, Knox, Carter & Foote, LLP ("Attorney").


This Second Addendum amends the Agreement to extend the term of the Agreement.

Specifically, paragraph 4, "Term of Agreement" is amended in its entirety to state:


The Agreement, as revised, shall terminate on June 30, 2019.

The provisions of this Second Addendum shall be controlling in the event of any discrepancies, inconsistencies or ambiguities between this Second Addendum and the rest of the Agreement and/or First Addendum; all other provisions of the Agreement and First Addendum are unaffected by this Second Addendum and shall remain in full force and effect.

Vista Irrigation District

By:   
Name: Eldon Boone  
Title: General Manager  
Date: 5/31/18

Horton, Knox Carter & Foote LLP

By:   
Name: Orlando Foote  
Title: Sr. Partner  
Date: 6-15-18

THIRD ADDENDUM TO AGREEMENT FOR SERVICES BETWEEN  
VISTA IRRIGATION DISTRICT AND HORTON, KNOX, CARTER & FOOTE, LLP

This Addendum, which shall become effective on July 1, 2019, constitutes an amendment to the Agreement for Services ("Agreement") entered into on or about March 6, 2013, by and between Vista Irrigation District ("VID" or "District") and Horton, Knox, Carter & Foote, LLP ("Attorney").


This Addendum amends the Agreement to change the term of the Agreement.

Specifically, paragraph 4, "Term of Agreement" is amended in its entirety to state:

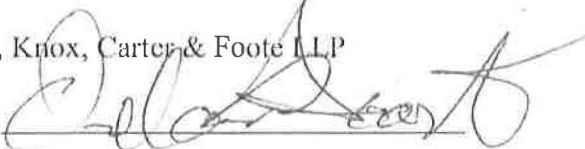
This Agreement, as revised, shall terminate on June 30, 2020.

The provisions of this Addendum shall be controlling in the event of any discrepancies, inconsistencies or ambiguities between this Addendum and the rest of the Agreement and/or First and Second Addendums; all other provisions of the Agreement and First and Second Addendums are unaffected by this Addendum and shall remain in full force and effect.

Vista Irrigation District

By:   
Name: Brett Hodgkiss  
Title: General Manager  
Date: 6-18-19

Horton, Knox, Carter & Foote LLP

By:   
Name: Orlando B. Foote  
Title: Senior Partner  
Date: 6/12/19



## STAFF REPORT

Agenda Item: 6.C

**Board Meeting Date:** June 3, 2020  
**Prepared By:** Frank Wolinski  
**Approved By:** Brett Hodgkiss

SUBJECT: DUMP TRUCK PURCHASE

RECOMMENDATION: Authorize the purchase of a 2021 Kenworth Class 6 dump truck from Inland Kenworth (US) Inc. in the amount of \$119,813.10.

PRIOR BOARD ACTION: \$125,000 was included in the Fiscal Year 2020 budget for the purchase of a Class 6 dump truck.

FISCAL IMPACT: \$119,813.10

SUMMARY: The District needs to replace a 2003 Chevrolet C-70 dump truck. Staff recommends replacing the C-70 dump truck with a Kenworth T-270 dump truck that is of equal size and hauling capability. Staff proposes to utilize Sourcewell's cooperative purchasing program to procure this vehicle.

DETAILED REPORT: The C-70 dump truck was purchased in March 2003 for just under \$58,000. In 2010, the C-70 dump truck was retrofitted with a diesel particulate filter to meet emissions compliance. Currently, the dump truck has over 70,000 miles and, in recent years, has developed numerous engine issues and the longevity of the diesel particulate filter is uncertain.

Kenworth was selected over other manufacturers due to the proven reliability, ease of maintenance and customer support the District has experienced from a previous Kenworth purchase as well as feedback from staff when this make and model was rented over an extended period. The proposed 2021 Kenworth will be ordered with 5-yard dump bed, 8.9-liter diesel engine, Allison transmission and a 5 year/100,000 mile warranty.

Staff obtained the dump truck's pricing through Sourcewell's (formerly the National Joint Powers Alliance) cooperative purchasing program. The purchasing program assists with vendor sourcing and allows the District to purchase vehicles at a lower cost than can be obtained through traditional procurement procedures; in this case, the 2021 Kenworth T-270 dump truck provisioned through Sourcewell is approximately 35% less than Kenworth's base list price. As Inland Kenworth (US) Inc. is the contracted Kenworth dealer for Sourcewell's cooperative purchasing program for the San Diego region, staff is recommending the dump truck be purchased from Inland Kenworth (US) Inc. in accordance with the District's purchasing policy and procedures.





# Cash Disbursement Report

Payment Dates 04/30/2020 - 05/20/2020

Payment Number	Payment Date	Vendor	Description	Amount
64383-64385	05/06/2020	Refund Checks 64383-64385	Customer Refunds	1,204.89
64386	05/06/2020	Refund Check 64386	Customer Refund	2,555.06
64387	05/06/2020	Airgas USA LLC	Rods & Electric Stick	265.87
	05/06/2020		Rod & Wire	317.53
64388	05/06/2020	Escondido Metal Supply	Metal Sheeting	138.00
64389	05/06/2020	Amazon Capital Services	Deep Impact Socket - Truck 66	112.84
	05/06/2020		Weed Whip Choke Knob	20.73
64390	05/06/2020	AT&T	3680/CALNET3 03/13/20 - 04/12/20 Phones	383.95
	05/06/2020		0230/CALNET3 03/13/20 - 04/12/20 Teleconference	12.41
64391	05/06/2020		SIP Trunks	425.89
	05/06/2020		Data Services	698.93
64392	05/06/2020	Auto Specialist Warehouse	Front Brake Pads - Truck 1	83.06
64393	05/06/2020	CDW Government Inc	Adobe Acrobat Software	151.30
64394	05/06/2020	Cecilia's Safety Service Inc	Traffic Control - York Dr/Montgomery Dr	1,045.00
	05/06/2020		Traffic Control - Warmlands Ave	760.00
	05/06/2020		Traffic Control - Nordahl Rd	2,185.00
	05/06/2020		Traffic Control - Ridge Rd	950.00
	05/06/2020		Traffic Control - York Dr/Montgomery Dr	4,465.00
	05/06/2020		Traffic Control - Nordahl Rd	1,425.00
	05/06/2020		Traffic Control Design - Melrose Dr	35.00
	05/06/2020		Traffic Control - Edgehill Rd	712.50
	05/06/2020		Traffic Control - Riviera Dr	1,235.00
64395	05/06/2020	Citi Cards	Webinar - Concrete Repair and Maintenance for Dams	99.00
	05/06/2020		Water Level Indicator Repair	217.50
	05/06/2020		Kitchen & Building Supplies	1,021.66
	05/06/2020		Kitchen & Building Supplies	340.25
	05/06/2020		Kitchen & Building Supplies	162.85
	05/06/2020		Cloud Based Phone System - COVID-19	239.96
	05/06/2020		GFI FaxMaker Online Service	12.75
	05/06/2020		Webinar - Industrial Disability Retirement	75.00
	05/06/2020		Webinar - Industrial Disability Retirement	75.00
	05/06/2020		Webinar - COVID 19 Constantly Changing - COVID 19	150.00
	05/06/2020		Cloud Based Phone System - COVID-19	30.00
	05/06/2020		Adapter (1) - COVID-19	20.47

Payment Number	Payment Date	Vendor	Description	Amount
	05/06/2020		Customer Service Headset (2) - COVID-19	178.36
	05/06/2020		Customer Service Headset (3) - COVID-19	268.86
	05/06/2020		Customer Service Headset (1) - COVID-19	89.15
	05/06/2020		Hand Sanitizer - COVID-19	435.00
	05/06/2020		Customer Service Headset (1) - COVID-19	73.34
64396	05/06/2020	Core & Main	Materials for Rebuilding Fire Hydrants	2,068.38
	05/06/2020		End Cap (1)	60.55
64397	05/06/2020	Department of Forestry & Fire Protection	Brush & Abatement 07/2019	1,347.58
	05/06/2020		Weed Abatement 01/31/20	449.16
	05/06/2020		Brush & Weed Abatement 02/3/20-02/27/20	1,122.90
	05/06/2020		Brush & Weed Abatement 01/07/20-01/28/20	449.16
64398	05/06/2020	Diamond Environmental Services	Portable Restroom Service	114.70
	05/06/2020		Portable Restroom Service	84.39
64399	05/06/2020	Digital Deployment, Inc	Website Hosting, Support & Maintenance	300.00
64400	05/06/2020	DIRECTV	Direct TV Service	97.99
64401	05/06/2020	EDCO Waste & Recycling Services Inc	Trash & Recycle 04/2020	233.87
64402	05/06/2020	D.H. Maintenance Services	Janitorial Service 05/2020	2,366.00
64403	05/06/2020	Glennie's Office Products Inc	Office Supplies	65.87
64404	05/06/2020	Hawthorne Machinery Co	Cutting Edge & Hardware - B22	329.47
	05/06/2020		Bracket Retainers (2)	146.67
	05/06/2020		Performed Update for Kickout Valve Link - B22	968.34
	05/06/2020		Performed Update for Kickout Valve Link - B21	838.64
64405	05/06/2020	Home Depot Credit Services	2X4 Lumber	23.23
	05/06/2020		Hose Bib	22.19
	05/06/2020		Painting Supplies	60.64
	05/06/2020		Painting Supplies	79.31
	05/06/2020		Painting Supplies	257.29
	05/06/2020		Painting Supplies	134.84
	05/06/2020		Fiberglass Resin	83.98
	05/06/2020		Rope Line	47.59
	05/06/2020		Rope Line	23.79
	05/06/2020		Materials for Borden Bench East	114.35
64406	05/06/2020	InfoSend Inc	Data Processing/Mailing Service 03/2020	4,594.27
	05/06/2020		Support & Storage Fee 03/2020	1,355.00
	05/06/2020		Programming Fee	150.00
64407	05/06/2020	Infrastructure Engineering Corporation	South Santa Fe Construction Inspection 2/29/20 - 3/27/20	4,089.00
64408	05/06/2020	Jeff McNeal Productions	On-Hold Messaging	220.00
64409	05/06/2020	Joe's Paving	Patch Paving	3,743.75
64410	05/06/2020	Ken Grody Ford Carlsbad	Park Brake Indicator Light Switches (3)	42.73

Payment Number	Payment Date	Vendor	Description	Amount
64411	05/06/2020	Liebert Cassidy Whitmore	Legal 03/2020	2,090.00
	05/06/2020		Legal 03/2020	2,356.00
64412	05/06/2020	McMaster-Carr Supply Company	Stainless Hardware	539.34
64413	05/06/2020	VelocityEHS	MSDS Management HQ Account Renewal - Year 2	2,479.00
64414	05/06/2020	Mutual of Omaha	LTD/STD/Life Insurance 05/2020	6,652.41
64415	05/06/2020	North County Auto Parts	Idler Pulley & Engine Belt	96.49
	05/06/2020		Idler Pulley	55.65
	05/06/2020		Front Brake Calipers - Truck 1	385.67
	05/06/2020		Filters, Spark Plugs	35.38
	05/06/2020		Wiring Connector	42.38
	05/06/2020		Oil Filter - Truck 71	3.67
64416	05/06/2020	RC Auto & Smog	Axle Seal, Pads, Park Brake Shoes - Truck 15	1,025.73
64417	05/06/2020	Registry	DMV Filing for Kaufman Trailer	100.00
64418	05/06/2020	San Diego Gas & Electric	Gas Use 04/2020	963.18
	05/06/2020		Electric 04/2020 - Henshaw Buildings & Grounds	773.24
	05/06/2020		Electric 04/2020 - Henshaw Wellfield	11,295.13
	05/06/2020		Electrical Transmission 04/2020	2,784.75
	05/06/2020		Electric 04/2020 - Warner Ranch House	30.43
64419	05/06/2020	Southern Counties Lubricants, LLC	Fuel 04/01/20 - 04/15/20	3,937.21
64420	05/06/2020	TS Industrial Supply	Masonry Drill Bits (4) - Truck 65	30.66
64421	05/06/2020	Underground Service Alert of Southern California	DigAlert New Tickets 04/2020	409.30
	05/06/2020		Dig Safe Board Fees 04/2020	220.93
64422	05/06/2020	Verizon Wireless	Air Cards 03/13/20 - 04/12/20	114.03
64423	05/06/2020	Vinje & Middleton Engineering Inc	Compaction Test - Montgomery Dr	595.00
64424	05/06/2020	Vista Paint Corporation	Primer for Painting	32.27
	05/06/2020		Paint for Valve Lids	116.74
64425	05/06/2020	Weseloh Chevrolet	HVAC Harness - Truck 73	46.79
64426	05/06/2020	Xerox Corporation	Xerox Supplies & Service	516.62
64427	05/06/2020	Zoll Medical Corporation	Battery for AED	64.95
64428-64429	05/20/2020	Refund Checks 64428-64429	Customer Refunds	341.63
64430	05/20/2020	Active Auto Collision	Damage Repaired - Truck 8	1,138.79
64431	05/20/2020	ABABA Bolt	Lag Bolts (8)	75.18
64432	05/20/2020	ACWA/JPIA	Medical & Dental Insurance 06/2020 - Cobra	860.63
	05/20/2020		Medical & Dental Insurance 06/2020 - Cobra	1,650.70
	05/20/2020		Medical & Dental Insurance 06/2020 - Cobra	69.09
	05/20/2020		Medical & Dental Insurance 06/2020 - Cobra	69.09
	05/20/2020		Medical & Dental Insurance 06/2020 - Cobra	69.09
	05/20/2020		Medical & Dental Insurance 06/2020 - Cobra	33.72
	05/20/2020		Medical & Dental Insurance 06/2020 - Cobra	825.35

Payment Number	Payment Date	Vendor	Description	Amount
	05/20/2020		Medical & Dental Insurance 06/2020 - Cobra	33.72
	05/20/2020		Medical & Dental Insurance 06/2020 - Employees	175,392.89
	05/20/2020		Medical & Dental Insurance 06/2020 - Retirees	41,952.52
	05/20/2020		Medical & Dental Insurance 06/2020 - P Dorey	1,719.79
	05/20/2020		Medical & Dental Insurance 06/2020 - R Vasquez	1,719.79
	05/20/2020		Medical & Dental Insurance 06/2020 - J MacKenzie	1,790.34
	05/20/2020		Medical & Dental Insurance 06/2020 - P Sanchez	1,790.34
	05/20/2020		Medical & Dental Insurance 06/2020 - M Miller	1,790.34
64433	05/20/2020	Airgas USA LLC	Welding Wire	210.06
	05/20/2020		Welding Materials	251.34
64434	05/20/2020	Escondido Metal Supply	Flat Bar, Pipes	759.92
	05/20/2020		Flat Bar	140.73
	05/20/2020		Flat Bar	100.85
	05/20/2020		Flat Bar	116.91
	05/20/2020		Steel Pipe	143.69
64435	05/20/2020	Alignment Plus	Alignment, Ball Joints, Eccentrics - Truck 45	1,534.22
64436	05/20/2020	Amazon Capital Services	Safety Glasses (12)	32.42
	05/20/2020		Clutch, Belt, Pulley Kit - Truck 11	74.64
	05/20/2020		Printer Ink	46.98
	05/20/2020		24V Jump Starter	431.92
64437	05/20/2020	Boot World Inc	Footwear Program	180.00
64438	05/20/2020	California Crane Safety Consulting	Crane Inspection - Henshaw	680.00
64439	05/20/2020	Canon Solutions America, Inc	Canon Supplies & Maintenance	21.75
64440	05/20/2020	CARB/PERP	Registration Fees - Portable Compressors (2)	1,470.00
64441	05/20/2020	CDW Government Inc	Phone System Support - Voicemail Server	2,700.00
	05/20/2020		Surface Pro Type Cover	115.78
64442	05/20/2020	City Of Escondido	Escondido Water Treatment Plant 03/2020 - 04/2020	161,263.00
64443	05/20/2020	CleanCapital HCA Borrower LLC	Solar Energy Use 04/2020	6,113.08
64444	05/20/2020	Core & Main	Sounding Bars (2)	240.32
	05/20/2020		Lid 8" Slotted Valve (VID) (150)	3,458.60
	05/20/2020		Pipe and Reducer	1,511.40
	05/20/2020		Angle Ball Mtr Valve 1" Flare Swl Mtr Nut Lockwing (1)	114.25
	05/20/2020		Flange 6" SOW 6-hole (7)	257.62
	05/20/2020		Corp Stop 1" MIP X Flare (4)	250.06
	05/20/2020		Clamp 1x6 Repair Full Circle SS Romac (1)	53.96
64445	05/20/2020	Craneworks Southwest Inc	Outrigger Support Pads (2)	388.85
64446	05/20/2020	Direct Energy	Electric 05/2020 - VID	249.58
	05/20/2020		Electric 05/2020 - Henshaw Buildings & Grounds	294.33
	05/20/2020		Electric 05/2020 - Henshaw Well Field	2,666.72

Payment Number	Payment Date	Vendor	Description	Amount
	05/20/2020		Electric 05/2020 - T & D / Cathodic Protection	18.64
	05/20/2020		Electric 05/2020 - Reservoirs	11.75
	05/20/2020		Electric 05/2020 - Pump Stations	2,265.07
	05/20/2020		Electric 05/2020 - Treatment Plants	25.69
64447	05/20/2020	Drug Testing Network Inc	Random Drug/Alcohol Testing	293.85
64448	05/20/2020	Dudek	E Reservoir Replacement & Pump Station 2/29/20-3/27/20	8,612.80
64449	05/20/2020	EDCO Waste & Recycling Services Inc	40 Yd Dumpster	519.93
64450	05/20/2020	Eurofins Eaton Analytical Inc	Lab Testing - UCMR RD11A	1,200.00
64451	05/20/2020	Evoqua Water Technologies LLC	DI Water Service 5/1/20 - 7/31/20	304.29
64452	05/20/2020	FedEx	Express Shipping	47.91
64453	05/20/2020	Ferguson Waterworks	Angle Ball Mtr Valve 1" Flare Swl Mtr Nut Lockwing (1)	99.04
	05/20/2020		Corp Stop 2" MIP X FIP (15)	2,931.52
	05/20/2020		Zinc Anode bag 30lb (44)	6,382.42
	05/20/2020		Service Saddle 10x1 PVC (50)	8,541.47
	05/20/2020		DFW Meter Box Small DFW1324CH4-12 (10)	865.46
	05/20/2020		DFW Meter Box Lid Large PW6C (VID Stamp) (20)	1,729.84
	05/20/2020		DFW Meter Box Lid 4.5 486SA (VID Stamp) (5)	213.79
	05/20/2020		DFW Meter Box Large DFWPW6C4-12 (10)	1,039.20
	05/20/2020		DFW Meter Box Lid 3.5 DFW36C (VID Stamp) (58)	2,385.83
	05/20/2020		DFW Meter Box Lid Small D1324 (VID Stamp) (10)	573.73
	05/20/2020		Nipple 1" x 6" Brass (1)	7.14
	05/20/2020		Cap 3/4" PVC Slip Sch 40 (5)	1.62
	05/20/2020		Bushing Brass 1" x 0.75" (5)	13.80
	05/20/2020		Cap 1" PVC Slip Sch 40 (5)	1.89
	05/20/2020		Coupling 1.5" PVC Sch 40 S x S (10)	6.50
	05/20/2020		Nipple 0.75" x 3" Brass (4)	10.18
64454	05/20/2020	Fleet Pride	Latex Gloves (8 Bx)	133.61
64455	05/20/2020	Fountain Car Wash	Wash Tokens (600)	540.00
64456	05/20/2020	Galey Homes Inc	Refund Meter Deposit LTDM1048	575.65
64457	05/20/2020	Glennie's Office Products Inc	Office Supplies	26.24
	05/20/2020		Office Supplies	59.21
64458	05/20/2020	Grainger	Portable Bandsaw	797.71
64459	05/20/2020	Hawthorne Machinery Co	Auxiliary Hose Coupler Seal Kit - B6	48.64
	05/20/2020		Control Knobs - B6	9.42
	05/20/2020		Auxiliary Hose Coupler Seal Kit - B23	48.64
64460	05/20/2020	Horton Knox Carter & Foote LLP	Legal Services 05/2020	12,000.00
64461	05/20/2020	InfoSend Inc	Backflow Notices	171.40
64462	05/20/2020	Jackson & Blanc	Diagnosed HVAC Chiller Alarm	170.00
64463	05/20/2020	Joe's Paving	Patch Paving - Nordahl Rd	7,650.50

Payment Number	Payment Date	Vendor	Description	Amount
	05/20/2020		Patch Paving - Civic Center Dr/Pala Vista	5,462.60
64464	05/20/2020	Johnson Controls Fire Protection LP	Repaired Fire Bells	555.77
64465	05/20/2020	Ken Grody Ford Carlsbad	Tailgate Stop Bumper - Truck 16	8.63
	05/20/2020		Battery Jackets (2)	44.97
64466	05/20/2020	Lawnmowers Plus Inc	Chainsaw Chain, Weed Whip Line	61.39
	05/20/2020		Parts for Concrete Saw	26.03
64467	05/20/2020	Major League Pest	Monthly Pest Control	225.00
64468	05/20/2020	Mallory Safety and Supply, LLC	Gloves Disposable Latex 100 per box (10 bx)	103.19
	05/20/2020		Vest Lime Hi-Viz XL (5)	87.95
	05/20/2020		Vest Lime Hi-Viz 3XL (4)	70.36
	05/20/2020		Jacket Rain MED (1)	94.18
	05/20/2020		Jacket Rain LG (1)	94.20
	05/20/2020		Vest Lime Hi-Viz MED (6)	105.54
	05/20/2020		Vest Lime Hi-Viz 2XL (7)	123.13
	05/20/2020		Gloves Thickster Nitrile LG 100 per box (8 bx)	84.86
64469	05/20/2020	Manny Macias	Reimburse - Laser Rotary Belt Replacement	157.24
64470	05/20/2020	McMaster-Carr Supply Company	Stainless Bolt	50.85
64471	05/20/2020	Medical Eye Services	Vision Insurance 06/2020 - Cobra	8.78
	05/20/2020		Vision Insurance 06/2020 - Employees	1,506.72
	05/20/2020		Vision Insurance 06/2020 - P Sanchez	14.24
	05/20/2020		Vision Insurance 06/2020 - R Vasquez	14.24
	05/20/2020		Vision Insurance 06/2020 - J MacKenzie	14.24
	05/20/2020		Vision Insurance 06/2020 - M Miller	14.24
	05/20/2020		Vision Insurance 06/2020 - P Dorey	14.24
64472	05/20/2020	Moody's	Dump Fees (3)	600.00
	05/20/2020		Dump Fee (1)	200.00
	05/20/2020		Dump Fee (1)	200.00
	05/20/2020		Dump Fees (2)	400.00
64473	05/20/2020	MRC, Smart Technology Solutions	Managed Print Services	958.33
64474	05/20/2020	NAPA Auto Parts	Bolts for John Deer Mower	80.08
	05/20/2020		Radiator Hose - Truck 51	34.09
	05/20/2020		Flex Form Cool Hose (2)	61.14
	05/20/2020		Flex Form Cool Hose (1)	(32.46)
	05/20/2020		Emergency Hose Repair Kit, Tail Lamp	17.84
	05/20/2020		Trailer Cord Adapter - Truck 44	41.12
64475	05/20/2020	Noll Seeds	Reimbursement of FY 2020 License Fee	1,000.00
64476	05/20/2020	North County Auto Parts	Caliper Cores (2) - Truck 1	(225.16)
	05/20/2020		Front Shocks - Truck 45	169.24
	05/20/2020		Front Shocks - Truck 47	169.24

Payment Number	Payment Date	Vendor	Description	Amount
	05/20/2020		HD Coolant (6)	113.08
	05/20/2020		Brake Pads - Truck 61	146.12
	05/20/2020		Pulley, Drive Belt	(96.49)
	05/20/2020		Garage Chemicals, Oil, Filter	259.25
	05/20/2020		Filters, Wiper Blades	19.88
64477	05/20/2020	North County Lawnmower Inc	Weed Whip String, Premix Oil	117.88
64478	05/20/2020	North County Pool Center Inc	Chlorine for Disinfection	109.58
	05/20/2020		Chlorine for Disinfection	70.15
64479	05/20/2020	O'Reilly Auto Parts	Grease Gun	43.29
	05/20/2020		Battery - W4	56.00
	05/20/2020		Garage Supplies	114.90
	05/20/2020		Flex Hose - Truck 51	16.63
	05/20/2020		Batteries (2)- Trucks 61 & 62	327.81
64480	05/20/2020	Pacific Pipeline Supply	Bolt Kits, Gasket	2,147.84
	05/20/2020		Bolt Kits (2)	477.08
	05/20/2020		#3 Metal Meter Box Lids marked WATER (12)	454.65
	05/20/2020		Couplings (20)	1,028.37
	05/20/2020		Angle Stops (2)	216.64
64481	05/20/2020	Benetrac	Employee Benefits Tracking 05/2020	400.00
64482	05/20/2020	Paychex of New York LLC	Onboarding/Recruiting Service 05/2020	412.50
64483	05/20/2020	Powerland Equipment, Inc	Mower Blades	154.60
64484	05/20/2020	R & R Controls Inc	Diagnose HVAC	281.00
64485	05/20/2020	Randy Whitmann	Reimburse - NOE Filings and PE Registration	215.00
64486	05/20/2020	Raymond Handling Solutions Inc	Forklift Maintenance Inspection - F1	98.00
64487	05/20/2020	Red Wing Shoe Store	Footwear Program	241.77
64488	05/20/2020	Right-of-Way Engineering Services, Inc	Construction Staking - Pala Vista Mainline Replacement	2,050.00
64489	05/20/2020	Rincon del Diablo MWD	MD Reservoir Water Service 04/2020	46.87
64490	05/20/2020	Rockthorn LLC	Getac V110 Rugged Laptop	2,955.23
64491	05/20/2020	Rutan & Tucker LLP	Legal 04/2020	2,199.50
	05/20/2020		Legal 04/2020	1,245.50
	05/20/2020		Legal 04/2020	63.00
	05/20/2020		Legal 04/2020	464.00
64492	05/20/2020	Volvo Construction Equipment & Services	Filters & Oil - E1	332.39
64493	05/20/2020	San Diego Gas & Electric	Electric 04/2020 - T&D	90.00
	05/20/2020		Electric 04/2020 - Reservoirs	50.31
	05/20/2020		Electric 04/2020 - Cathodic Protection & T&D	237.85
	05/20/2020		Electric 04/2020 - Reservoirs	126.98
	05/20/2020		Electric 04/2020 - Pump Stations	8,960.40
	05/20/2020		Electric 04/2020 - Plants	117.49

Payment Number	Payment Date	Vendor	Description	Amount
64494	05/20/2020	Southern Counties Lubricants, LLC	Fuel Use 4/16/20 - 4/30/20	3,481.51
64495	05/20/2020	Spok, Inc	Pagers	43.84
64496	05/20/2020	Sunbelt Rentals	Scaffolding Rental	189.58
64497	05/20/2020	Sunrise Materials Inc	Gravel	63.87
	05/20/2020		Concrete	17.86
	05/20/2020		Red Bricks (40)	27.28
	05/20/2020		Red Bricks (40)	27.28
64498	05/20/2020	Tegriscap Inc	Landscape Maintenance 04/2020	1,787.00
64499	05/20/2020	Todd and Julie Bowen	Reimburse - Water Damage	3,987.50
64500	05/20/2020	TS Industrial Supply	High Pressure Shut Off Valve, Gaskets	56.79
	05/20/2020		Fire Hoses to Clean VID Reservoirs (4)	396.02
	05/20/2020		Suction Hose (20 ft)	278.43
	05/20/2020		Suction Hose Fittings	108.67
	05/20/2020		Wrench Set Allen 5 Piece (2)	23.82
	05/20/2020		Twine Twisted Nylon Pink (2)	6.17
	05/20/2020		Sea 2" Pipe Wrap Tape (20)	140.73
	05/20/2020		2" Paint Brush SQW LAA 537 639 (24)	13.51
	05/20/2020		Wire Brush Small - Plastic Handle (10)	26.63
	05/20/2020		Marking Paint Blue #203 (12)	48.58
	05/20/2020		Sea Electrical Tape (10)	10.39
	05/20/2020		Large Leather Gloves (Unlined) (24)	199.79
	05/20/2020		Striping Paint White #710 (12)	65.21
	05/20/2020		Striping Paint Blue #750 (24)	130.42
64501	05/20/2020	UniFirst Corporation	Uniform Service	330.56
	05/20/2020		Uniform Service	360.59
64502	05/20/2020	Video Fact Documentation Service	Pre-Construction Video - York Dr	800.00
64503	05/20/2020	Vinje & Middleton Engineering Inc	Geotech Report - Borden Flume Rd	5,830.00
64504	05/20/2020	Vista Brake & Smog	Tires (2) - Truck 45	364.88
64505	05/20/2020	Weselo Chevrolet	Radiator Hose - Truck 51	48.44
64506	05/20/2020	Williams Machine Inc	Stainless Machined Parts - Pechstein Beam	2,175.00
64507	05/20/2020	WorkPartners OHS	Respirator Medical Exam	80.00
64508	05/20/2020	Xerox Corporation	Xerox Supplies & Service	26.00

**Grand Total: 624,208.50**





**STAFF REPORT**

**Agenda Item: 7**

**Board Meeting Date:** June 3, 2020  
**Prepared By:** Don Smith, Randy Whitmann,  
Frank Wolinski &  
Marlene Kelleher  
**Approved By:** Brett Hodgkiss

SUBJECT: DIVISION REPORTS

RECOMMENDATION: Note and file informational report.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Previous month's and anticipated activities are reported by each division.

**ADMINISTRATION DIVISION**

*May*

- The District's total water production for April 2020 was 1,024 acre-feet (AF) compared to 1,572 AF in 2013, representing a 35% decrease.
- Issued new release announcing the scholarship contest winners.
- Mailed notice regarding the availability of the Consumer Confidence Report (annual water quality report) on-line beginning July 1, 2020 with water bills.
- In coordination with participating North County water agencies, extended deadline to submit Water Awareness Poster Contest entries to June 15, 2020 due to school closures related to the COVID-19 pandemic; worked with Vista Unified School District to notify 4<sup>th</sup> grade classes of new submittal deadline.
- Continued coordinating implementation of Pandemic Response Plan in response to COVID-19 pandemic.
- Continued coordinating the development of the District Budget.
- Participated in Association of California Water Agencies Joint Powers Insurance Authority Finance and Audit Committee teleconference (Zoom) meeting.
- Coordinated training on proper use of respiratory protection equipment and fit testing for field personnel.

*June*

- Issue news release the availability of the Consumer Confidence Report online beginning July 1, 2020.
- Participate in California Special Districts Association Fiscal Committee teleconference meeting.
- Continue coordinating implementation of Pandemic Response Plan in response to the COVID-19 pandemic.
- Coordinate training on first aid, cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) training for field personnel.

## OPERATIONS & FIELD SERVICES

### *May*

- Inspected and tested nine new backflow devices that were integrated into the District's cross-connection control program.
- Water Quality Calls/Incidents for May – received one discolored water call. The discolored water call was related to a hit fire hydrant and was resolved with minor flushing.
- Submitted draft Consumer Confidence Report (annual water quality report) to State Water Resources Control Board.
- Pechstein reservoir beam reinforcement project – began intermediate beam reinforcement design.
- Completed repair work to the flume road on the east end of Borden Bench that sloughed during recent rainstorms; repair work by Maely Construction, Inc. to the west end road and slope failure is underway.
- Continued cleaning and disinfecting hard surfaces, doors and common areas at District office daily.
- Completed field layout and potholing on York Drive.
- Mainline replacement work is complete on Montgomery Drive except for four system tiebacks; project completion is on hold so water is not shut-off while customers are sheltering in place per the Governor's Executive Order related to the COVID-19 pandemic.
- Began mainline replacement of Nipponite and steel pipe on Pala Vista Drive – install approximately 650' of 8-inch PVC pipe, six services and three hydrant laterals. Approximately 30% complete.

### *June*

- Continue Pechstein reservoir beam reinforcement project.
- Continue cleaning and disinfecting hard surfaces, doors and common areas at District office daily.
- Continue mainline replacement of Nipponite and steel pipe on Pala Vista Drive – install approximately 650' of 8-inch PVC pipe, six services and three hydrant laterals.
- Begin mainline replacement of asbestos cement (AC) pipe on York Drive – install approximately 9,000' of various sizes of PVC pipe, 142 services and 14 hydrant laterals.

### Electrical Energy Use at VID Headquarters

**April 2020**

	<b>Current Month Production</b>	<b>Average of Last 12 Months</b>	<b>Total, Fiscal Year-to-Date</b>
<b>Description</b>	(kWh)	(kWh)	(kWh)
Solar Production (\$0.18 per kWh)	34,705	32,246	316,400
Power purchased from Direct Energy (\$0.05 per kWh)	4,140	10,545	114,097
<b>TOTAL ELECTRICAL ENERGY USE</b>	<b>38,845</b>	<b>42,791</b>	<b>430,497</b>

## ENGINEERING DIVISION

### *May*

- The District has replaced approximately 9.22 miles of Nipponite pipe since 2002. Of the 6.76 miles of Nipponite pipe remaining in the system, replacement of 1.50 miles is currently in design and 0.04 miles is in construction.
- The District has replaced approximately 6,870 feet (1.30 miles) of pipe (steel – 1,270 feet, PVC – 0 feet, non-Nipponite asbestos cement – 5,600 feet and Nipponite – 0 feet) in Fiscal Year 2020.
- Buena Creek (HB) Reservoir Rehabilitation – Richard Brady and Associates continued reservoir footing modifications, inlet and outlet improvements and prepared for new concrete floor slab.

- Edgehill (E) Reservoir Replacement and Pump Station – Dudek continued working on 100% design submittal and preparing the final Mitigated Negative Declaration (MND).
- Four Reservoirs Seismic and Structural Analysis – MurraySmith began interior and exterior reservoir inspections to evaluate Virginia Place (A), Summit Trail (C), Cabrillo Circle (E-1) and Deodar reservoirs.
- Projects along Flume
  - The Villages – 380 dwelling unit residential subdivision along Country Club Lane, between Nutmeg Street and Pamela Lane in Escondido. Project includes storm drain work along the Jones Siphon in addition to the relocation of an 18-inch transmission main feeding the Bennett service area. Project requires District review and approval of three tract maps, encroachment permit, joint use agreement, grant of right of way, improvement plan, and quitclaim and bill of sale. One tract map, encroachment permit, joint use agreement, and grant of right of way approved by the Board; all other items are currently in plan check.
  - Orchard Hills – 20 single-family home residential subdivision along Richland Road within a small-unincorporated area between Escondido and San Marcos. Project requires District review and approval of de-annexation, grading plan, tract map, and irrevocable offer of dedication to the County of San Diego for a future trail along the Borden Bench. De-annexation approved by the Board and grading plan approved by staff; all other items are currently in plan check.

### *June*

- Mainline Replacement Projects in design (current projects): Alta Vista Dr., Vista Grande Dr.\*, Lonsdale Ln.\*, Plumosa Ave., Lita Ln., Catalina Ave.\*, Friendly Dr.\*, Oak Dr.\*, San Clemente Way\*, Calle Maria, Via Christina, Olive Ave.\*, Green Hills Way, Elevado Rd. (Total length = 3.44 miles).
- Mainline Replacement Projects in planning (future projects): N. Citrus Ave.\*, E. Vista Way, Mason Rd., Lado De Loma, Eddy Dr., Camino Patricia, Camino Corto, Nordahl Rd.\*, HN Line- Gopher Canyon to Fairview Dr., Buena Creek Rd.\*, Robinhood Rd., Lower Ln., Easy St., Rancho Vista Rd., Bandini Place, McGavran Dr., Oro Avo Dr., Shale Rock, La Mirada, Crescent Dr., Descanso Ave., Mar Vista Dr., Miramar Dr., Camino Culebra\*, Camino Loma Verde\*, San Clemente Ave.\* (Total length = 8.49 miles).
- City of Vista Projects – (Paseo) South Santa Fe Streetscape Improvements: Phase II along South Santa Fe Avenue from Ocean View to Terrace Drive (CIP #8289); Phase III along South Santa Fe Avenue from Terrace Drive to Civic Center Drive (CIP #9291). Project currently in construction and District to continue inspecting water facilities installed by City’s contractor. (Total length = 0.77 miles).
- Buena Creek (HB) Reservoir Rehabilitation – Richard Brady and Associates to continue reservoir footing modifications and inlet and outlet improvements.
- Edgehill (E) Reservoir Replacement and Pump Station – Dudek to continue working on 100% design submittal and preparing final MND.
- Four Reservoirs Seismic and Structural Analysis – MurraySmith to submit draft analysis for District review.

\*Nipponite pipe

**WATER RESOURCES DIVISION**

**VID Water Production**

**April 2020**

Description	Current Month Production		Average Production of Last 12 Months		Total, Fiscal Year-to-Date
	(mgd)	(af)	(mgd)	(af)	(af)
<b>VID's EVWTP Water Production</b>					
Local Water	2.95	271.20	3.47	325.55	2,681.80
SDCWA Raw Water	4.01	369.00	7.56	707.01	7,234.40
<b>Subtotal (EVWTP Water Production)</b>	<b>6.95</b>	<b>640.20</b>	<b>11.03</b>	<b>1,032.56</b>	<b>9,916.20</b>
Oceanside Contract Water	3.22	296.30	1.11	103.63	1,243.60
SDCWA Treated Water	0.95	87.80	1.94	182.45	2,042.10
<b>TOTAL WATER PRODUCTION</b>	<b>11.13</b>	<b>1,024.30</b>	<b>14.08</b>	<b>1,318.64</b>	<b>13,201.90</b>

Lake Henshaw and Warner Ranch Wellfield statistics are summarized as follows:

**Lake Henshaw**

Storage as of May 26, 2020:	10,922 af (21% of 51,832 af capacity)
Current releases:	Variable: weekday 10-15 cfs; weekend 35-40 cfs
Change in storage for month of April:	4,399 af (gain)
Total releases for month of April:	0 af
Hydrologic year-to-date rain total:	28.56 inches (May 26, 2020)
Percent of yearly average rain:	116% (30-year average: 24.62 inches)
Percent of year-to-date average rain:	117% (30-year average through May: 24.51 in.)

**Warner Ranch Wellfield**

Number of wells running in April:	3
Total production for month of April:	186 af (70's wells)
Average depth to water table (May):	95 ft (see attached historical water table chart)

***May***

- Negotiated terms and conditions for construction, inspection and Stephens' kangaroo rat monitoring services with a contractor and consultants for the Warner Ranch ditch repair project.
- Coordinated a remote meeting with San Luis Rey Indian Water Rights Settlement parties to discuss 2020 Local Water deliveries.
- Received notification that the Mendenhall Cattle Company had been sold to Landscape Function Management, LLC. The new owner will take over the grazing license agreement held by the Mendenhall Cattle Company.

***June***

- Begin sampling for harmful algal blooms (HABs) in Lake Henshaw.

**ATTACHMENTS:** Lake Henshaw Resort, Inc., Activity Reports – March 2020  
 VID's Warner Wellfield – Water Table Depth vs. Monthly Wellfield Production

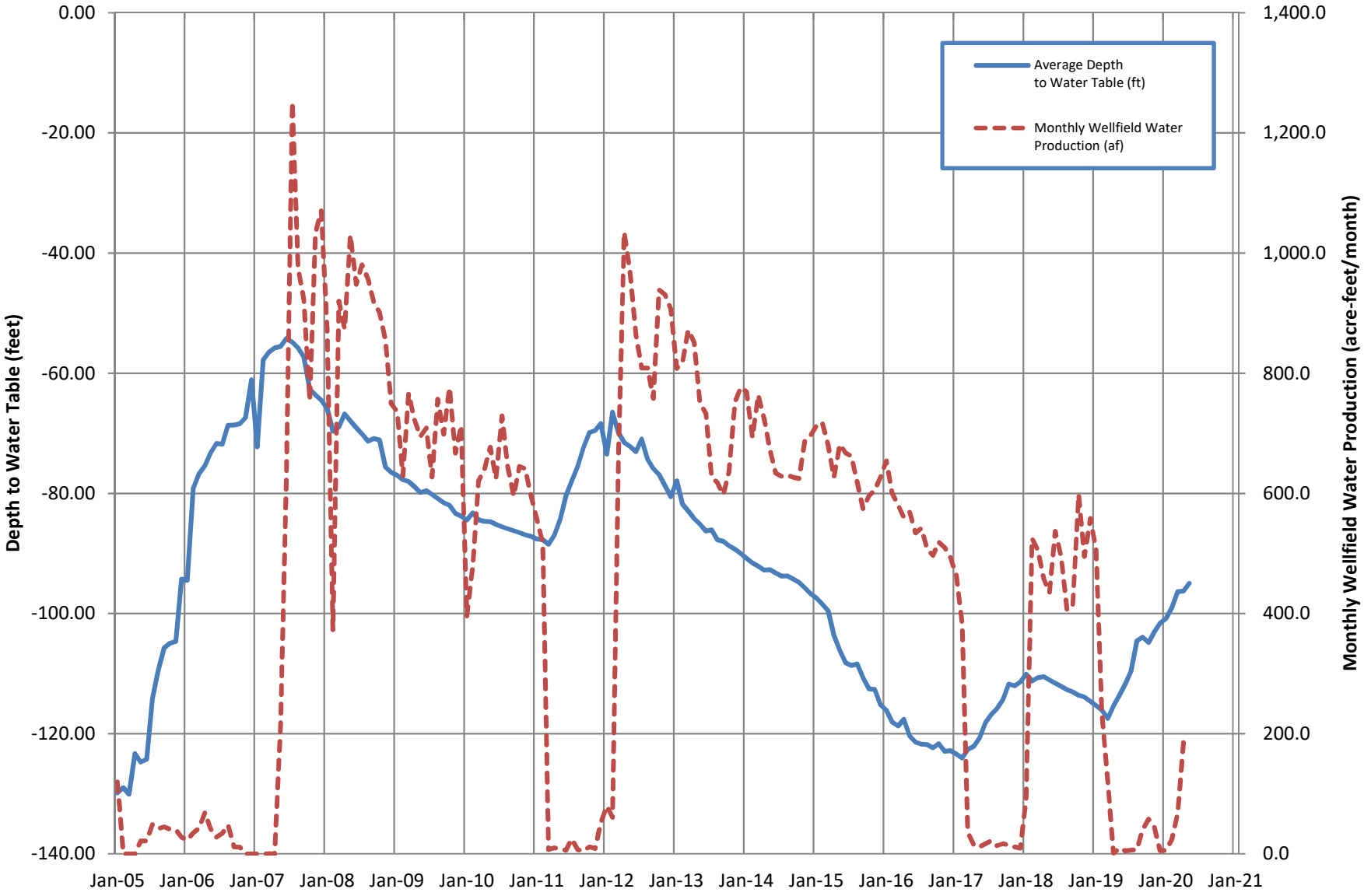


**LAKE HENSHAW RESORT, INC.  
ACTIVITY REPORT  
AS MARCH 31, 2020**

	2019 Mar	2019 Apr	2019 May	2019 Jun	2019 Jul	2019 Aug	2019 Sep	2019 Oct	2019 Nov	2019 Dec	2020 Jan	2020 Feb	2020 Mar	12 MO AVG
Fishing Permits	356	633	384	749	751	687	404	301	244	112	102	179	96	387
Boat Launches	4	43	30	43	50	23	82	7	0	0	0	7	1	24
Motor Boats (full day rental)	0	0	11	48	47	42	19	7	4	2	7	4	0	16
Motor Boats (half day rental)	0	0	2	7	4	13	15	1	0	0	0	1	0	4
Campground/Head Count	319	590	599	879	979	1,188	488	196	128	39	110	94	51	445
Campground/Cars, Trucks, etc.	61	178	254	286	391	703	211	148	64	15	20	16	18	192
Campground/Recreational Vehicles	3	9	11	23	3	24	12	0	12	0	0	1	3	8
Mobile Home/Spaces	76	75	76	77	77	77	76	75	66	64	51	51	53	68
M.H.P. Daily (Visitors/Head Count)	56	62	41	54	56	100	102	98	67	63	28	20	16	59
M.H.P. (Residents/Head Count)	94	93	94	96	98	95	94	92	102	94	83	83	83	92
Storage	4	4	4	5	3	3	6	4	4	7	4	5	5	5
Cabins	111	184	188	108	158	177	126	144	144	98	88	82	45	129
Hunters	0	0	0	0	0	0	0	0	0	98	80	0	0	15

# VID's Warner Wellfield

## Water Table Depth vs. Monthly Wellfield Production





5/20/2020



5/21/2020





5/22/2020



5/26/2020



6/1/2020

**BUENA CREEK (HB) RESERVOIR REHABILITATION BUDGET UPDATE - JUNE 2020**

Description of Work	Budgeted Cost	Actual Bid Cost	Over or Under Budgeted Amount
<b>Initial Site Work - M-Rae</b>			
<i>Demolish Existing Fence, Steel Roof, Gate, Grub Site, Initial Site Work for Crane and Equipment Access</i>	\$59,693	\$39,919	-\$19,774
<b>Exterior Stairs - Suez</b>			
<i>Disassemble, Transport, Protect, Store, and Reinstall Exterior Stairs</i>	\$52,718	\$50,488	-\$2,230
<b>Roof Demolition - DN Tanks</b>			
<i>Roof Demolition, Remediate Existing Asbestos</i>	\$809,400	\$1,026,840	\$217,440
<b>Tank Improvements - DN Tanks</b>			
<i>Footing Modifications, Seismic Cables, Wall Shotcrete, Tank Exterior Crack Repair, Pressure Wash Tank Interior, Interior Floor and Wall Crack Repairs, Seal Existing Floor Joints, Demolish Existing Inlet/Outlet, Modify Drain, Construct New Inlet, Outlet, Washdown, Demolish Exist Inlet/Outlet, Modify Drain, Construct Inlet, Outlet, Washdown, Construct New Concrete Floor, Construct New Concrete Cap Beam, CIM Wall-Slab Joint, Construct New Staff Gage, New Overflow, Post Construction Leak Test, Install Corrosion Protection System</i>	\$1,814,961	\$1,507,421	-\$307,541
<b>Interior Reservoir Stairs - DN Tanks</b>			
<i>Design, Furnish, Install, New Interior Access Stairs</i>	\$170,400	\$172,800	\$2,400
<b>Interior Coatings - DN Tanks</b>			
<i>Prepare Surface, Apply Coatings to Interior Wall</i>	\$210,870	\$323,630	\$112,760
<b>Aluminum Dome Roof - CST</b>			
<i>Design, Furnish, Install, New Aluminum Roof and Appurtenances</i>	\$785,570	\$668,127	-\$117,443
<b>Yard Piping Improvements - M-Rae</b>			
<i>Demolish Exist Yard Piping, Fittings, Valves, and Appurtenances, Construct New Yard Piping, Construct New Valve Vault, Remove and Replace Drain Valve, Construct Yard Piping Corrosion Protection System</i>	\$651,569	\$611,514	-\$40,055
<b>Electrical Improvements - M-Rae</b>			
<i>Construct New Conduit, Junctions and Pull Boxes</i>	\$37,275	\$88,296	\$51,021
<b>Stormwater Drainage and Final Site Work - M-Rae</b>			
<i>Demolish Existing Asphalt, Rough Grade Site, Install Subsurface Waterproofing, Modify Underdrains, Construct New Storm Drain Inlet and Piping, Connect to Exist Manhole, Finish Grade, Construct Concrete V-gutter, Pave Site with Asphalt Concrete</i>	\$192,812	\$339,307	\$146,495
<b>Additional AC Pavement</b>			
<i>Access Road Asphalt Paving</i>	\$101,500		
<b>Security Fence</b>			
<i>Construct New Chain Link Security Fence</i>	\$72,953		
<b>Exterior Reservoir Coating - DN Tanks</b>			
<i>Pressure Wash, Apply Coatings to Reservoir Exterior</i>	\$58,575	\$59,281	\$706
<b>General Conditions (ongoing)</b>			
<i>Provide Trailer, Porta Potty, Reproduction, Temporary Facilities, Insurance, Bonds, Special Inspection and Testing, Potholing, Surveying, Video, Install and Maintain Stormwater Best Management Practices</i>	\$343,692	\$186,066	-\$157,626
<b>Construction Total To Date</b>	\$5,361,988	\$5,073,689	-\$288,300



## STAFF REPORT

Agenda Item: 8

**Board Meeting Date:** June 3, 2020  
**Prepared By:** Don Smith  
**Approved By:** Brett Hodgkiss

**SUBJECT:** STUDY OF SOUTHWESTERN WILLOW FLYCATCHERS AND ARROYO TOAD ON DISTRICT LAND

**RECOMMENDATION:** Consider the requests of the United States Geological Survey (USGS) for access to District lands to perform biological surveys of a) southwestern willow flycatchers (flycatchers) in the riparian areas adjacent to and downstream of Lake Henshaw and b) arroyo toad in upstream drainages north and east of Lake Henshaw.

**PRIOR BOARD ACTION:** On June 3, 2015, the Board authorized the USGS to conduct field surveys, nest monitoring and color banding of flycatchers on District lands between mid-May and August annually from 2015 through 2019. On January 22, 2020, the Board received the results of those surveys.

**FISCAL IMPACT:** None.

**SUMMARY:** The requests by the USGS are not related and were received by the District independently. However, the requests involve similar policy considerations; therefore, staff felt the Board should consider the requests together. The Board may choose to respond to each request on its own merits. Both the flycatcher and the arroyo toad are federally listed as endangered.

Both requests conform to District guidelines in that they are likely to advance legitimate scientific and/or public interest objectives and will not present any substantive interference with the activities of the District or its licensees. If approved by the Board, the USGS will sign a standard District entry permit providing appropriate liability release. The results of any studies performed on District land will be made available to the District.

**DETAILED REPORT:** The request for flycatcher surveys is an extension of the five-year study funded by the San Diego Association of Governments (SANDAG), which concluded in 2019. The current request provides for simple presence/absence surveys in 2020 with more extensive surveys to include nest monitoring in 2021 through 2024 if additional funding is secured. Presence/absence surveys would occur four times annually between May 15 and August 15 each year and would require three days for each survey. If funded, nest monitoring surveys would occur one to two times per week between May 10 and August 31. The proposed survey area and detailed methods are described in the attached request dated May 18, 2020.

The request for arroyo toad surveys is an extension of ongoing survey and monitoring work being performed by the USGS on behalf of the United States Navy on the premises of Remote Training Site Warner Springs (RTSWS). Those ongoing surveys are provided for under the terms and conditions of the Navy's existing lease and license agreements. The current request is for access to District lands outside of RTSWS premises for approximately four to six days per year between March and May through 2024. The proposed survey areas and detailed methods are described in the attached request dated May 19, 2020.

**ATTACHMENTS:** USGS Request dated May 18, 2020 - Southwestern Willow Flycatchers  
USGS Request dated May 19, 2020 - Arroyo Toad



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Western Ecological Research Center  
Modoc Hall, Suite 4004  
3020 State University Drive East  
Sacramento, California 95819

May 18, 2020

Mr. Don Smith, Director of Water Resources  
Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081

Dear Mr. Smith,

USGS biologists are requesting access to Warner Ranch upstream and downstream of Lake Henshaw for the purpose of surveying for Southwestern Willow Flycatchers (2020-2024) and potentially nest monitoring (2021-2024) if funding from the San Diego Association of Governments (Sandag) is provided.

The flycatcher population along the San Luis Rey River downstream of Lake Henshaw is currently considered the largest flycatcher population in California, and it is likely that the San Luis Rey River drainage supports most of the remaining flycatchers in San Diego County. USGS biologists conducted surveys from 2015-2019 at multiple drainages thought to be suitable for Southwestern Willow Flycatchers across San Diego County. Southwestern Willow Flycatchers were located at only two drainages: the San Luis Rey River, with the highest concentrations around Lake Henshaw on District lands, and a small population on the Santa Margarita River at Marine Corps Base Camp Pendleton. All other surveys for Southwestern Willow Flycatcher were negative. Results from our 2015-2019 study were presented to the Vista Irrigation District board in January 2020.

Based on our findings from 2015-2019, USGS biologists will be conducting additional studies along the San Luis Rey River beginning with presence/absence surveys in 2020, with the goal of obtaining funding for a 4-year nest monitoring study from 2021-2024. The goal of the 2020 study is to determine flycatcher abundance for inclusion in a trend analysis of annual population size. The goal of the proposed nest monitoring study is to conduct comprehensive nest monitoring of the flycatcher population along the San Luis Rey River to obtain demographic data such as annual survival, productivity, dispersal, population sex ratios, and age-structure of the population, all of which have implications for population stability and persistence. We would like to include the flycatcher territories located at on District lands at Warner Ranch in our study.

We are requesting permission to access the riparian habitat along the San Luis Rey River for the purpose of conducting presence/absence surveys (2020-2024). Presence/absence surveys entail walking in or along the river and Lake Henshaw shoreline during the morning hours to search for birds. Presence/absence survey visits would occur four times annually, between May 15<sup>th</sup> and August 15<sup>th</sup> each year. Each survey visit would require 2-3 days to complete: one day to survey downstream of the dam, one day to survey above the dam, and a third day to survey by boat any flooded riparian habitat that cannot be reached on foot from the lake shore during high-water years such as 2020. Our work is confined entirely to the riparian corridor, we would not be entering any other part of your property.

If funded, nest monitoring activities beginning in 2021 will entail walking in or along the river and lake shore during the morning hours to search for birds and nests. Nest monitoring visits would occur 1-2 times per week, between May 10<sup>th</sup> and August 31<sup>st</sup>, following standard nest monitoring techniques.

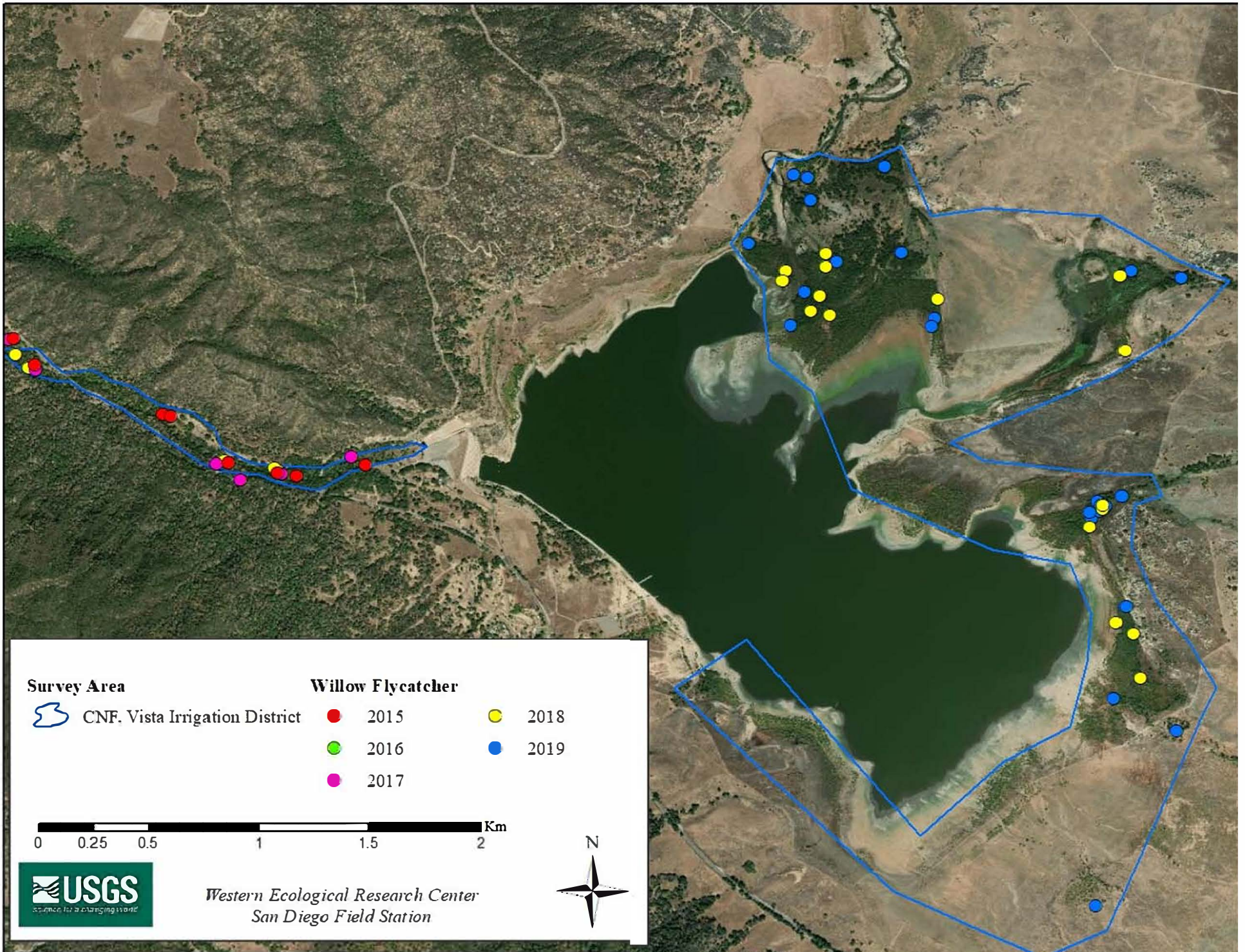
These data, when combined with the results of data collected in 2015-2019 from, will allow resource managers to develop effective management strategies to promote recovery of this endangered species. The results of our demographic studies provide information on critical aspects of the population's life history that may be limiting population growth and identify those that are amenable to management. Survey data will be used to document long-term trends in population size as a response to management and/or other factors influencing population persistence.

Please contact me should you have any questions or need additional information. I can be reached on my mobile phone at 619-787-4010.

Sincerely,

**BARBARA KUS** Digitally signed by BARBARA KUS  
Date: 2020.05.19 10:11:11 -07'00'

Barbara E. Kus, Ph.D.  
Research Ecologist







United States Department of the Interior  
U.S. GEOLOGICAL SURVEY

Western Ecological Research Center  
San Diego Field Station  
4165 Spruance Road, Suite 200  
San Diego, California 92101

May 19, 2020

To: Don Smith  
Director of Water Resources, Vista Irrigation District

From: Robert Fisher *Robert Fisher*  
Principal Investigator, San Diego Field Station, Western Ecological Research  
Center

Subject: Arroyo Toad (*Anaxyrus californicus*) Monitoring on VID Land 2020-2024

U.S. Geological Survey (USGS) Western Ecological Research Center's formally request permission to access VID land in spring 2020-2024 for the purpose of conducting wildlife survey for the arroyo toad (*Anaxyrus californicus*). The complete project description is described in the attached workplan: Arroyo toad monitoring on Vista Irrigation District, Warner Springs 2020-24.

Please direct any questions to Dr. Robert Fisher at (619)-206-5686.

# **Arroyo Toad Monitoring on Vista Irrigation District, Warner Springs 2020-24**

## **Purpose**

The purpose of this work is to identify and monitor for arroyo toads (*Anaxyrus californicus*) on current, historic and potentially new sites located on conserved lands throughout San Diego County. The objectives include protecting and enhancing existing significant occurrences to self-sustaining levels and reestablishing occurrences in locations where they previously existed to ensure persistence over the long term (>100 years). In 2020 USGS will provide coordination for region-wide arroyo toad surveys based on the regional monitoring strategy being developed by USGS and will continue supporting land managers on the implementation of priority management actions. In addition, USGS will conduct gap surveys in the Multiple Species Conservation Program area, northern San Diego County, and other areas identified and will collect genetic material for future analysis.

## **The Arroyo Toad**

The arroyo southwestern toad is a specialized amphibian endemic to the coastal plains and mountains of central and southern California and northwestern Baja California (Jennings and Hayes 1994). It primarily inhabits low gradient streams and rivers comprised of sandy soils and containing sandy streamside terraces (Sweet 1992, 1993, Barto 1999). Reproduction is dependent on availability of shallow, still, or low flow pools in which breeding, egg laying, and larval development occur. These habitat requirements are largely determined by natural hydrological cycles and scouring events (USFWS 1999, Madden-Smith et al. 2003).

Breeding and larval development typically occur between March and July (Holland et al. 2001), depending upon weather conditions. Female arroyo toads produce a single egg clutch each year. Following fertilization, toad larvae (tadpoles) emerge at 12 to 20 days and persist in breeding pools for the next 65 to 85 days. Newly metamorphosed toads may remain near the breeding pools for a few weeks to several months before dispersing into upland habitat for the winter months. As with most amphibians, arroyo toad survivorship during the developmental stages is reportedly very low (Sweet 1992). The lifespan of the arroyo toad is unknown but estimated to be approximately five to six years (Sweet 1992, 1993, R. Fisher unpublished data).

The arroyo toad currently occupies an estimated 25% of its previous habitat within the United States (Jennings and Hayes 1994). Contributing factors in this decline include extensive habitat loss,

human modification to water flow regimes, and introduction of non-native predators. The U.S. Fish and Wildlife Service (USFWS) listed the arroyo toad as an endangered species in December 1994 (USFWS 1994) and released a Recovery Plan for the arroyo toad in 1999 (USFWS 1999).

## **Study Site**

Some of the proposed sites are located on Vista Irrigation District Land located south of Warner Springs, San Diego County, CA (Figures 1).

The USGS has identified habitat as potentially suitable for the arroyo toad within the borders of Vista Irrigation District and has divided them into core, balanced and discovery sites. This includes portions of the San Luis Rey River, West Fork of the San Luis Rey River, Buena Vista Creek, San Ysidro Creek, Cañada Verruga, and a few unnamed drainages (Figure 2 and 3). We will focus on the primary core, balanced and discovery sites, but may use an alternate should the primary site be unsuitable or be denied access.

Figure 1. Potential Suitable Habitat for Arroyo Toad at Vista Irrigation District Warner Springs Study Site

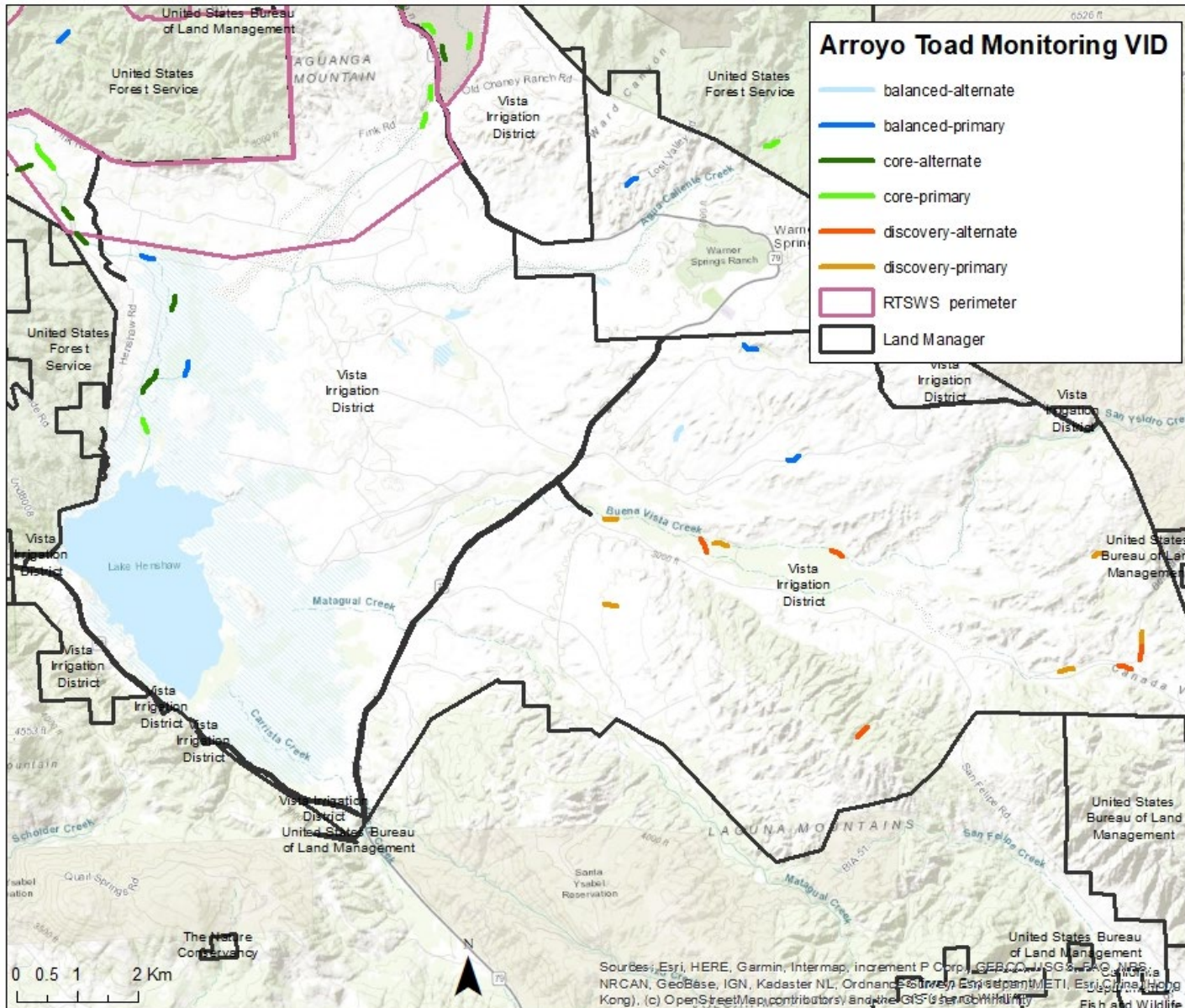


Figure 2. Survey Reaches within Vista Irrigation District East of Hwy 79

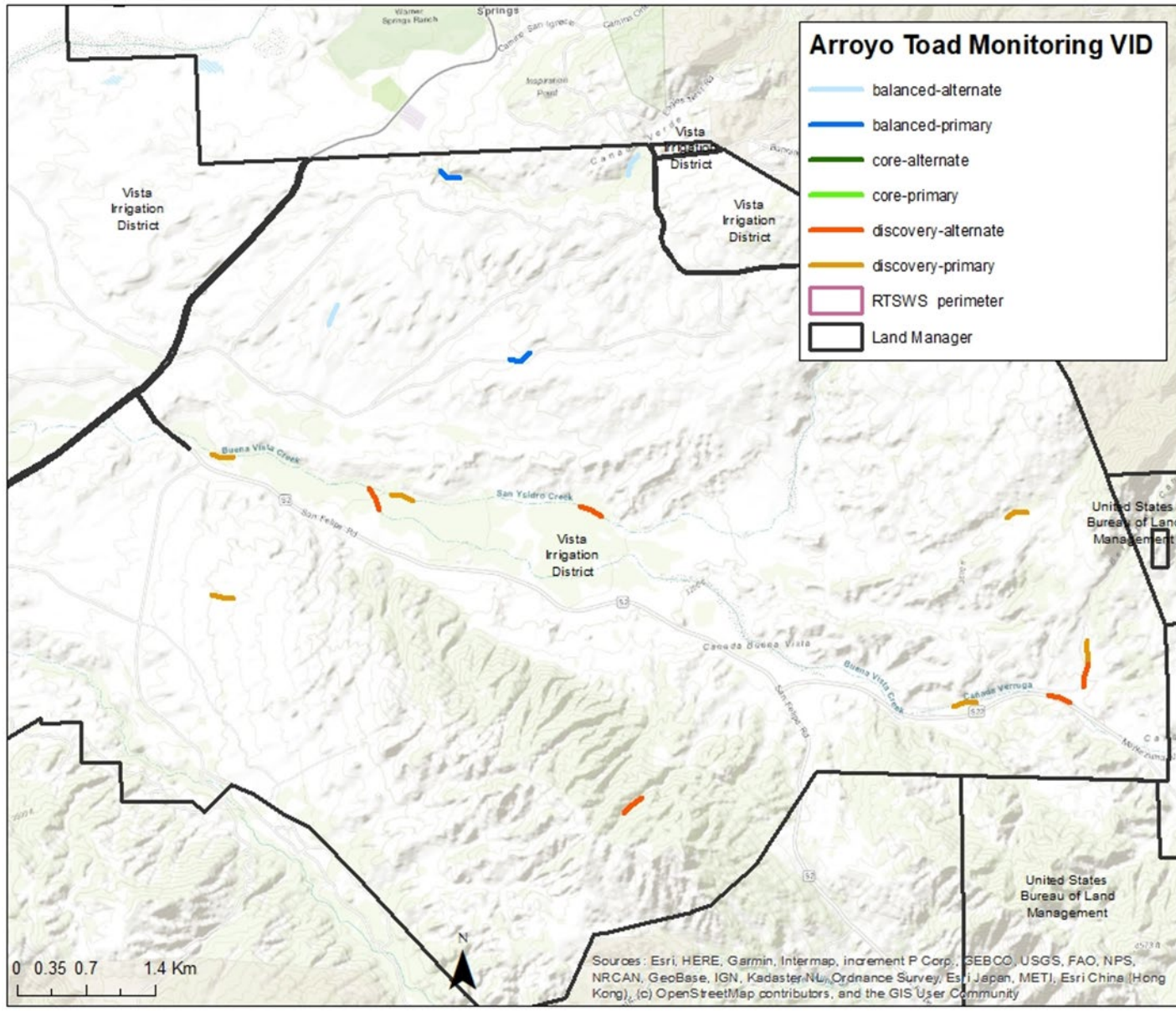
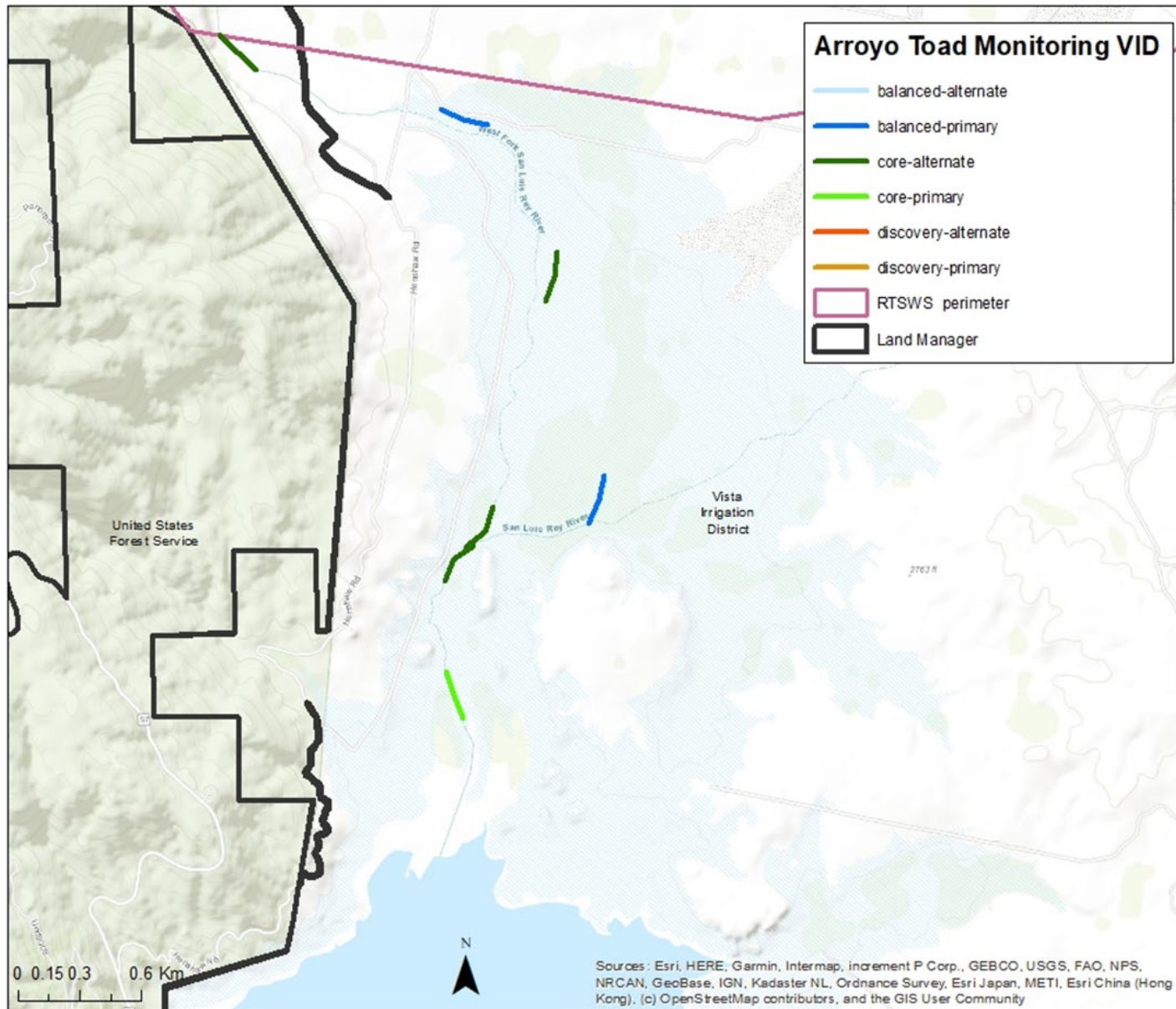


Figure 3. Survey Reaches within Vista Irrigation District West of Hwy 79



## Survey Methods

In summary, two field biologists, trained in identification of arroyo toad egg strings and larvae, will conduct each day survey. For each survey site, biologists will walk slowly upstream and carefully scan the water for arroyo toad egg strings and larvae. Upon discovering the first egg string or larvae, arroyo toad presence will be recorded. While walking the site length, we will record all other aquatic species observed. We will also record several other landscape and water attributes at each site. These attributes characterize channel and water flow conditions for use as covariates in occupancy analyses.

Additionally, we will collect arroyo toad larval abundance data including, 1) a total count of tadpoles, 2) percentage of 250m-site with tadpoles, 3) percentage of early stage tadpoles, 4) percentage of mid-stage tadpoles, and 5) percentage of late-stage tadpoles. These data are necessary in modeling any relationship between detection probability and abundance, as well as investigating the relationship between abundance and spatial distribution.

We will digitally photograph a representative number of arroyo toad eggs, larvae, metamorphs, and other aquatic species during our surveys. In addition, we will collect genetic samples of the arroyo toad in San Diego County for future analysis (using genetic material collected during past and present regional surveys) that will be utilized to evaluate the degree of genetic variation within and between populations and possibly identify genetic bottlenecks or barriers. This information will also be used to determine source populations to use in reestablishing arroyo toads in previously occupied areas.

## Timeframe

We anticipate two daytime surveys at each site to be conducted annually in spring (2020-2024). We will schedule and conduct day surveys to document the presence of arroyo toad egg strings and larvae, which directly indicate the presence of breeding adults. We will conduct two surveys per site with repeat surveys scheduled one week to one month following the first survey (closer to the latter if tadpoles were not detected on the first survey). Each year, we anticipate being able to complete all surveys in 4-6 days. Initiation of breeding is dependent upon environmental and hydrological conditions, but typically occurs between March and May.

### Task

### Timeframe

Field work: 2 daytime stream surveys.....Conducted annually between May and July 2020-24,  
No more than 6 days per year.

## Deliverables

1. A report will be produced and submitted to San Diego Association of Governments (SANDAG) and will include an Excel spreadsheet and ArcGIS shapefile with location data for arroyo toads and habitat attributes and other covariate data.
2. Data will be migrated into SC-MTX and/or the MSP portal Arroyo Toad Survey

## References

- Barto, W. S. 1999. Predicting potential habitat for the arroyo toad (*Bufo microscaphus californicus*) in San Diego County using a habitat suitability model and digital terrain data. M. S. thesis, San Diego State University, San Diego, California.
- Holland, D. C., N. R. Sisk, and R. H. Goodman. 2001. Linear transect censusing of the arroyo toad (*Bufo californicus*) from 1996-2000 on MCB Camp Pendleton, San Diego County, California. Prepared for AC/S Environmental Security, MCB Camp Pendleton.
- Jennings, M. R. and M. P. Hayes. 1994. Amphibian and reptile species of special concern in California. Rancho Cordova, California. California Department of Fish and Game.
- Madden-Smith, M.C., E. L. Ervin, K. P. Meyer, S. A. Hathaway, and R. N. Fisher. 2003. Distribution and status of the arroyo toad (*Bufo californicus*) and western pond turtle (*Emys marmorota*) in the San Diego MSCP and surrounding areas. U. S. Geological Survey final report prepared for California Department of Fish and Game, San Diego, CA. 183pp.
- Sweet, S. S. 1992. Initial report on the ecology and status of the arroyo toad (*Bufo microscaphus californicus*) on the Los Padres National Forest of southern California, with management recommendations. Contract Report to USDA, Forest Service, Los Padres National Forest, Goleta, California. 198 pp.
- Sweet, S. S. 1993. Second report on the biology and status of the arroyo toad (*Bufo microscaphus californicus*) on the Los Padres National Forest of southern California, with management recommendations. Contract Report to USDA, Forest Service, Los Padres National Forest, Goleta, California. 73 pp.
- U.S. Fish and Wildlife Service. 1994. Endangered and threatened wildlife and plants: determination of endangered status for the arroyo southwestern toad. Federal Register 59:64859-64866.
- U.S. Fish and Wildlife Service. 1999. Arroyo southwestern toad (*Bufo microscaphus californicus*) recovery plan. U.S. Fish and Wildlife Service, Portland, Oregon. vi+119 pp.





## STAFF REPORT

Agenda Item: 9

Board Meeting Date:	June 3, 2020
Prepared By:	Don Smith
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: WARNER RANCH DITCH REPAIR PROJECT

RECOMMENDATION: Authorize the General Manager to execute a construction contract with Cass Arrieta in an amount not to exceed \$1,918,745; a professional services agreement with Helix Environmental Planning, Inc. (Helix) in an amount not to exceed \$109,300 for environmental monitoring during construction; and a professional services agreement with Infrastructure Engineering Corporation (IEC) in an amount not to exceed \$139,840 to provide construction management and inspection services for the Warner Ranch Ditch Repair Project (Project).

PRIOR BOARD ACTION: On May 13, 2020, the Board approved the Project; determined that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) and directed Staff to file the Notice of Exemption (NOE) with the County Clerk; and authorized staff to negotiate a construction contract with Cass Arrieta and professional services agreements with Helix for environmental monitoring during construction and an independent engineering consulting firm for construction management and inspection services.

FISCAL IMPACT: The total for these three agreements is not to exceed \$2,167,885. Per the terms of the 2017 Local Entities' Agreement, 35.2 percent of the Project costs (approximately \$763,096) will be reimbursed by the City of Escondido (Escondido) resulting in a net cost to the District of about \$1,404,789.

SUMMARY: Due to the urgency of the Project and unique challenges associated with avoiding impacts to the federally listed Stephens' kangaroo rat (SKR) which occupies the lands adjacent to the Project, the Board authorized staff to negotiate agreements necessary to effect repairs to approximately 4,600 feet of ditches on the Warner Ranch on May 13, 2020.

Following the Board's direction on May 13, staff refined Project quantities and scope, resulting in an 11 percent reduction in Cass Arrieta base cost estimate. The District retained an independent consulting engineer, IEC, to assess the proposed approach and cost estimate prepared by Cass Arrieta resulting in further Project refinements. As presented in their Technical Memorandum dated May 21, 2020, IEC concludes that Cass Arrieta's approach and estimated costs are reasonable; the absence of mark-up on materials and services will save the District 10 to 15 percent; and that using a time and materials contract with an upper not to exceed (NTE) cost limit will foster creative collaboration, including opportunities for value engineering and better oversight with the potential to further contain Project costs. IEC supports staff's recommendation of approval of the Cass Arrieta construction contract with appropriate allowances for unforeseen SKR delays and a District controlled contingency for differing site conditions.

Allowing for modest production rates resulting from measures to avoid impacts to SKR, Cass Arrieta estimates that four months will be required to complete the Project. Staff has included an additional 10 working days of allowance for unforeseen Project delays in all three proposed agreements.

DETAILED REPORT: The Cass Arrieta NTE contract price is summarized as follows:

Total base cost estimate	\$1,678,025
Allowance for unforeseen SKR delays	90,720
Allowance for District Controlled	150,000
Contingency	
Total Cass Arrieta NTE Contract Amount	<u>\$1,918,745</u>

The two allowance items are recommended due to Project uncertainties related to implementation of SKR avoidance measures and other uncertain conditions and/or requirements of the Project, including unknown bedding conditions beneath the existing concrete ditch lining.

The IEC analysis of the Cass Arrieta base cost estimate found that Cass Arrieta's costs compared favorably with installed costs on other projects, unit costs used for master planning purposes and time and material rates accepted by other water agencies in the County of San Diego, including the Vallecitos Water District, the City of San Diego, and the City of Oceanside. IEC also notes that the project delivery method, as a reimbursable contract, conforms with the recommendations of the Construction Management Association of America.

ATTACHMENTS:

- Infrastructure Engineering Corporation Technical Memorandum No. 1 dated May 21, 2020
- Cass Arrieta Budget for Warner Ranch Ditch Repair, Rev. 2 dated May 20, 2020

## Warner Ranch Ditch Repairs

### *TECHNICAL MEMORANDUM NO. 1*

Date: May 21, 2020 – **Second Draft**

**Subject:** Cost Analysis and Validation

Prepared By: Amy Czajkowski, PE, CCM, QSD/P.

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#### **PURPOSE**

The purpose of this Technical Memorandum (TM) is to validate and/or confirm that the cost estimates prepared by Cass Arrieta are within the range of acceptable limits. This TM also includes an analysis of the procurement method for high risk work by utilizing reimbursement/negotiated contracts to obtain the best value for the District. The proposed method is for Cass Arrieta to supply a Not To Exceed (NTE) budget and then charge the District actual costs through provided T&M rates.

#### **DISCUSSION**

Due to weather related damage sustained in 2019, 3,900 feet of concrete lined ditch carrying pumped groundwater to Lake Henshaw are currently unusable (Western Ditch). An additional 700 feet of ditch are also in need of significant repairs (Eastern Ditch). The Project consists of placing 4,600 feet of 24- and 36-inch reinforced concrete pipe (RCP) within the existing lined ditch and backfilling the ditch with crushed rock, capped with sand-cement slurry.

A major consideration affecting the Project approach and execution is the avoidance of impacts to the federally listed Stephens' Kangaroo Rat (SKR) which occupies the lands adjacent to the Project. These measures require extensive coordination between an SKR biological monitor and the construction team to avoid impacts to SKR. These measures could require adjustments in approach to Project construction and potentially start and stop the construction, both of which are difficult to account for in hard bid projects.

#### Analysis of Cost Estimate

The following items were checked to ensure the validity of the NTE budget (Cass Arrieta Budget Revision 2 dated 5/20/20):

1. All equipment rates are Caltrans rates or less and all rates are fully loaded. The rates are prevailing 2018 wage rates which have been accepted by the VWD, City of San Diego, and the City of Oceanside as valid T&M rates for emergency work.
2. The 2018 T&M rates are loaded with appropriate cost factors including an operator and they match the bid item breakdown for the subject project
3. All material costs for the RCP tongue and groove (T&G) pipe was reviewed from Thompson Pipe Group. It was determined to be fair market price and only has the sales tax added and the freight. The lack of a mark-up of 15% for materials and subcontractors

provides the District a substantial cost savings. The following is a rate sheet 2014 Mid Coast Corridor for unit costs and see the comparable Cass Arrieta installed cost from their bid backup for Bid Item.

SCC Item Code	Item Name	Quantity	Unit	Unit Price (\$)
10.01.03.104	36" RCP STORM DRAIN	30.00	LF	\$230.00
10.01.03.102	24" RCP STORM DRAIN	35.00	LF	\$170.00

When the costs are adjusted to 2020 with the ENR cost indices (utilizing the 20 City Average) the costs are increased by 17% This brings the 36" RCP and 24" RCP unit cost for installation to \$269/LF and \$199/LF respectively.

From Cass Arrieta Bid Item No's 9 and 10

9	36" RCP 2000-D T&G Placed in Trench	3,890.00	LF	173.25
10	24" RCP 2000-D T&G Placed in Trench	700.00	LF	142.00

The costs for Cass Arrieta are 55% lower for unit cost installation for the 36" RCP compared to the adjusted Mid Coast Corridor unit cost and 40% lower than the 24" RCP adjusted unit cost installation cost.

4. Assumptions for daily production assume work for the steel plates to accommodate the environmental conditions to not leave plates but on the dirt road on Dunnage which causes one hour at the start and one hour at the end which leaves 6 hours of production
5. Bid Item unit for 999999 – General Conditions – Indirect Costs is applied proportionately to each of the bid items.

#### Comments on the Assumptions and Exclusions

- "Assumption" for enveloping the area under the pipe in a 140 N Mirafi geotextile is good to maintain negative buoyancy of the pipe and keep the crushed rock from comingling with the sand-cement slurry
- SWPPP and BMPs are excluded however, this work will occur during the season where work is granted Erosivity waivers so this is not an issue; also, the Project area is less than an acre to be disturbed, which also exempts the Project from SWPPP requirements.
- The remainder of the assumptions appear acceptable and match the approved assumptions in the Bid Item breakdown.

#### Selection of Project Delivery Method

District staff has determined that the best approach to deliver the Project in a timely, cost effective manner is to enter into a construction contract with Cass Arrieta on a time and materials basis with an upper cost limit (Not to Exceed (NTE)), with significant oversight by and coordination with the District. This project delivery method is classified as a reimbursable contract and the Construction Management Association of America (CMAA) recommends this project delivery method under specific circumstances.

There are two main contracting formats for construction that are recognized by the CMAA:

1. Bid (hard bid and/or called Fixed Price)
2. Negotiated/Reimbursable

A contracting format is an arrangement for the distribution of construction project risk— most frequently cost or performance risk—between the parties to a contract. Cost risk is the risk of being able to complete a defined scope within a given budget. This risk distribution is accomplished through methods of arriving at or limiting the amount of money to be paid. Performance risk is the risk of being able to complete the project on time and at the level of quality as agreed. This is distributed through the technical terms of the contract, either by describing requirements for the finished product only, or by describing specific methods by which a task is to be performed. All contracting formats require some form of specific scope statement for the parties to make an accurate economic judgment as to cost.

#### **Advantages of Negotiated/Reimbursable**

- The owner selects the contractor on a technical basis, the contractor is judged to be most qualified to perform the work.
- When negotiating the contract, the owner will have the opportunity to discuss the selection of subcontractors, including the trade-off of quality and price.
- The owner may discuss alternatives to the original design and make cost/scope decisions without concern of equal discussion with other bidders.

#### **Disadvantages of Negotiated/Reimbursable**

- Most always a higher cost to the owner due to the lack of competition
- Anytime a rigid, transparent process is replaced with a fluid, behind-the-scenes process, abuse is a potential. Possibilities include unethical actions such as overcharging an owner for a certain item of work, or illegal practices such as negotiating high rates in return for benefits to the owner.
- To negotiate all of the details of a major contract requires intelligence and sophistication on the owner's part, or the Agency construction manager (CM) that is retained.

Typically, additional expertise is needed by the CM and the owner's staff to operate with negotiated price contracts.

CMAA has identified several key criteria to determine when a reimbursable contract is the most appropriate and best suitable.

- Unknown quantities of work
- Risky work
- Work that is impossible to define

In the case of the Warner Ranch Ditch Repair, the environmental constraints make certain elements of the project impossible to define. For example, work might have to start and stop frequently to avoid impacts to the SKR. Another element impossible to define are the latent subsurface conditions of the existing channel, which might require significantly more remediation than can be planned.

Management and Monitoring for Reimbursable Contracts

In order to assure that the District receives appropriate value under this arrangement, the Contractor will provide a detailed schedule of values, an independent consultant will review the schedule of values for market competitiveness, construction progress will be monitored and compared to the Contractor's estimate, and adjustments made as appropriate.

**CONCLUSION**

The costs and proposed budget presented by Cass Arrieta were reviewed and analyzed based on CMAA guidelines. They were found to be reasonable. In addition, subcontracting services and materials do not include any mark-up. This will save the District approximately 10-15% on construction costs. Also, since the work will be a reimbursable contract executed as a T&M/NTE ceiling this contract is a more collaborative method and allow crews to move to different parts of the work without mobilization penalties and change orders. Lastly, the T&M/NTE contract is more conducive to better oversight with regard to inspection and environmental monitoring because of the cooperative nature of the agreement.

The analysis of calculating the cost per Linear foot is a double check to take the entire cost of the project is \$1,678,025 (Cass Arrieta Budget Rev 2 dated 5/20/20) and the total LF is 3,890 for the 36" RCP T&G and then 700 LF of 24" RCP T&G. So, taking only half of the 24" to add to the 3,890 LF of 36" is 4,240.

36" T&G RCP (with half of 24" RCP)	4,240 LF
Total Base Bid Cost	\$1,678,025
\$/LF	\$395/LF

This back-check verification of the base bid is a valid double check when used for Master Planning purposes and this cost for total construction is a lower than anticipated cost. This is validated by reviewing the 2008 City of Carlsbad Drainage Master Plan which utilizes \$230/LF as a unit material cost for 36" 2000 D RCP. Adding costs for installation and escalating those costs to present day value with the ENR Construction Cost Index results in a comparable value of over \$500/LF, higher than the comparable Cass Arrieta budget. The other items in the estimate for catch basins, etc. are also higher than the unit costs in the Cass Arrieta budget. In addition, the standby cost per day is calculated as a Cass Arrieta crew hourly delay rate of \$1,134/hr. and so for one day is \$9,072/ day which any large diameter pipeline construction crew daily rate under \$10,000 is considered a reasonable value.

In addition, due to the unknowns in the work it is recommended to add 10 days of standby for a total of \$90,720 (\$9,072 /day \* 10 days) and due to the potential for differing site conditions of the concrete ditch an approximate 10% base bid contingency which is controlled by the District. The summary of all of these costs is shown below:

Vista Irrigation District (VID)  
Warner Ranch Ditch Repairs  
Technical Memorandum No. 1  
May 21, 2020  
Page 5 of 5

**Summary of Cass Arrieta Budget**

Total Base Bid Cost	\$1,678,025.00
Allowance for SKR Delays	\$90,720.00
Owner Controlled Contingency	<u>\$150,000.00</u>
Cass Arrieta NTE Contract Amount	\$1,918,745.00

Therefore, the proposal of the T&M budget for \$1,678,025 is deemed acceptable; it is anticipated that with limited disruption from SKR and/or other environmental considerations, the total Project cost will be less than the Total Base Bid Cost. IEC recommends approval of the Cass Arrieta T&M NTE Contract with the allowance for SKR delays and Owner controlled contingency.

# BUDGET FOR WARNER RANCH DITCH REPAIR: REV 2

(5-20-20)



## CASS ARRIETA

1105 N Marshall Ave  
El Cajon, CA. 92020

Contact: Wes Wise  
Phone: wwise@cassarrieta.com  
Cell: 619-777-3207

Quote To: Greg Keppler, P.E., QSD  
Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081  
Phone: 760-597-3136  
Cell: 760-390-8444  
E-Mail: gkeppler@vidwater.org

Bid Number: 20-800R1  
Date of Plans: 2/4/20 sheet 1 & Helix SKR Report  
Plans Approved: No  
Addendum: None  
Bid Date: 5-20-20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>WARNER RANCH DITCH REPAIR BASE BID</b>					
1	Payment & Performance Bond	1.00	LS	14,320.00	14,320.00
2	Mobilization	1.00	EA	17,770.00	17,770.00
3	Set Up Staging Yard with Orange Fence Perimeter	1.00	EA	18,220.00	18,220.00
4	Construction Entrance (Rattle Plates Only No Rock)	1.00	EA	6,770.00	6,770.00
5	Steel Plate Rental	1.00	LS	55,105.00	55,105.00
6	Sweep Road (8-HR Min)	10.00	DAY	1,320.00	13,200.00
7	Break Bottom of Concrete Ditch (Holes 2'-4' O.C.)	4,590.00	LF	8.00	36,720.00
8	3/4" Rock 8" Thick w/ Filter Fabric (Mat'l Only)	340.00	TON	57.00	19,380.00
9	36" RCP 2000-D T&G Placed in Trench	3,890.00	LF	171.00	665,190.00
10	24" RCP 2000-D T&G Placed in Trench	700.00	LF	142.00	99,400.00
11	3-Sack Sand Slurry Backfill to Top of Ditch	1,550.00	CY	253.50	392,925.00
12	Connect to Ex. Ditch/Box w/Transition Structure	5.00	EA	17,845.00	89,225.00
13	Expanded Metal Covers at Transition Structures	5.00	EA	12,745.00	63,725.00
14	A-4 Cleanouts (Modified Z=3')	5.00	EA	10,200.00	51,000.00
15	Well Connection Structure (A-4 CO Mod Z=3')	5.00	EA	13,494.00	67,470.00
16	Junction Structure at Wye	1.00	EA	17,790.00	17,790.00
17	Replace Sections of 3-Wire Barb Fence	4,000.00	LF	8.15	32,600.00
18	De-Mobilization	1.00	LS	17,215.00	17,215.00
<b>TOTAL BASE BID</b>					<b>\$1,678,025.00</b>
<b>ALTERNATE</b>					
A	Cass Arrieta SKR Crew Delay Per Hour	80.00	HR	1,134.00	90,720.00



## NOTES:

- \* THIS PROPOSAL CREATES A BUDGET FOR THE SCOPE OF WORK DESCRIBED IN THE BID ITEMS. ALL WORK TO BE DONE ON T&M AT OWNERS DIRECTION.
- \* THIS BUDGET HAS NO MARK-UP ON MATERIALS, SUBS, VENDORS, RENTALS, AND/OR ANYTHING ELSE NOT COMPANY OWNED LABOR OR EQUIPMENT
- \* LABOR AND EQUIPMENT RATES IN BUDGET ARE PER ATTACHED JANUARY 2018 PREVAILING WAGE T&M RATE WHICH INCLUDES MARK-UP. THESE WILL BE THE RATES USED FOR THE DAILY T&M TICKETS

## PROPOSAL ASSUMPTIONS:

- \* includes prevailing wages
- \* work will be in coordination with helix environmental for the SKR
- \* we will follow the SKR parameters in the report and listed below. No other unknown delays are figured in the BUDGET (ie: unknown skr delays, environmental, etc.)
- \* unknown delays to be accounted for by using the Alternate Hourly Bid Item for the crew cost. This is a labor & equipment only crew BUDGET (includes nothing else in the hourly crew rate)
- \* we can access the ditch using roads (even if they are not dirt) that are adjacent to the ditch
- \* the roads we use do not require use of steel plates
- \* steel plates only required when working between barb wire fence and ditch (approx. 25' wide).
- \* machines, steel plates, and equipment will be left on access road adjacent to barb wire fence. steel plates will be set on 4x4 dunnage
- \* FYI....slurry & concrete will be over 90 minutes to jobsite. We figured ice on the structural concrete for the the structures
- \* A-4 cleanouts and well connection A-4 cleanouts to be places approx. 500-lf apart  $(4,590/500= 9.2$  round up to 10ea)
- \* BUDGET based on using a 36 meter boom pump to place slurry. The outriggers are approx. 26' wide (outside of road footprint)
- \* BUDGET based on driving a 40' RCP pipe trailer down the dirt road adjacent to barb wire fence to unload rcp pipe where it is needed
- \* rcp pipe will be staged along dirt road adjacent to fence set on 4x4 dunnage. The ends do not need to be covered per Helix
- \* 6"rock in a mirifi 140N "burrito" will be placed under the rcp pipe
- \* 3 sack sand slurry to top of ditch
- \* BUDGET for barb wire fencing is based on replacing all 4,000-lf at one time. There will be additional charges if smaller sections of fence are repaired/replaced.
- \* for breaking the concrete ditch bottom we plan to use a small excavator sitting on 3/4" plywood. The excavator will put a breaker hole in the bottom every 2-3 feet.
- \* there is no allowance in the BUDGET to deal with voids under the concrete ditch. we will have to determine best course of action based on actual field conditions.
- \* other than the bid items for street sweeping on Fink Rd. and rattle plates for a construction entrance, there are no BMP's or SWPPP plan included
- \* water will be provided at one of the well sites at no cost. assumes something to fill a water truck
- \* normal work hours and work days.
- \* we will have at least 1 laydown yard near the site that allows adequate room for us to stage 3/4" rock and materials
- \* expanded metal at transition structures figure on galvanized metal with angle iron and expanded metal panels so 1 person can easily remove. BUDGET assumes no more than 150-SF each structure.
- \* A-4 junction structures will have the MH lids poured directly in the concrete deck
- \* This proposal is valid for sixty (60) days.
- \* This BUDGET is based on a mutually agreed upon schedule (approx. 4-months) and contract
- \* This BUDGET only includes the specific bid items listed.
- \* Price quoted is based on work being performed in one (1) move in to the site.
- \* Due to the unknown affects of COVID-19, all agreements are contingent on material, subcontractor, and vendor availability. BUDGET may change if there is a COVID-19 issue not known at budget time.
- \* All Staking and materials testing are provided by the owner
- \* Mark-Out for Private Utilities by Owner
- \* Excess spoil (if any) to remain on-site in a loader smooth un-compacted condition.
- \* Any concrete from ditch will be broken up into small pieces and placed in the slurry backfill
- \* This BUDGET was prepared using our standard GL insurance limits of \$1 million occurrence / \$2 million aggregate.

BUDGET EXCLUDES: TV storm drain, Agency Fee's, Allowance for liquidated damages, Permits/Fees, Engineering/testing/staking, Inspection costs, Dewatering, SWPPP permits/plans, SWPPP compliance costs.



## STAFF REPORT

Agenda Item: 10

**Board Meeting Date:** June 3, 2020  
**Prepared By:** Don Smith  
**Approved By:** Brett Hodgkiss

SUBJECT: GRAZING LICENSE AGREEMENT

RECOMMENDATION: Authorize the General Manager to enter into a grazing license agreement with Wayne W. Taylor and Sam E. Taylor as co-licensees.

PRIOR BOARD ACTION: The Board has approved 5-year leases/licenses with Charles Chester Taylor and/or Michal Taylor on October 3, 1990, September 20, 1995, August 16, 2000, February 1, 2006 and February 16, 2011.

FISCAL IMPACT: The grazing license will generate \$1,650 per year of income.

SUMMARY: The grazing license is limited to 15 mature cattle on approximately 91 acres of District land south of Highway 76 and east of Highway 79, as shown on Exhibit A of the grazing license agreement. The license fee, as currently proposed, will remain at \$1,650 per year. The proposed license requires the licensee to provide grazing water to the District's primary grazing licensee (Hettinga) as a condition of the license; all other license terms are substantially the same as the prior license.

DETAILED REPORT: Prior to 1990, the subject pasture area was part of the District's primary grazing lease. Due to its limited size, discontinuity with other District pasturage and limited water availability, previous primary grazing lessees had sublet the pasture to Mr. Charles Taylor who owned land adjacent to the south pasture area. Starting in 1990, the subject pasture area (Taylor pasture) has been excluded from the primary grazing lease/license, and the District has executed a grazing lease/license with the Taylor family directly.

The previous licensee, Michael J. Taylor, passed away in August 2019, terminating the grazing license in effect at the time. With two adjacent landowners expressing interest in the grazing license, the matter was brought to the Warner Ranch Committee on January 29, 2020. At the conclusion of their discussion, the Committee asked staff to solicit proposals from both parties.

In February 2020, the District sent a Request for Proposal to Diane Taylor and Wayne Taylor, the two parties interested in the grazing license. The District received a proposal from Wayne Taylor on February 23, 2020. Shortly thereafter, Diane Taylor notified the District that she was not going to submit a proposal. Wayne Taylor has requested that the license be issued jointly to himself and his son, Sam Taylor.

The annual rent for the Taylor pasture was fixed at \$1,200 between 1990 and 2005; the annual rent was raised to \$1,500 per year in 2006 and then to \$1,650 per year in 2016. While water from the licensee's well has historically provided grazing water for the District's primary grazing licensee, this has always been an informal arrangement. The new licensee has offered to make this arrangement a condition of the license in lieu of a fee adjustment for the new license.

ATTACHMENT: Grazing License Agreement

# GRAZING LICENSE AGREEMENT

WAYNE W. TAYLOR  
and  
SAM E. TAYLOR

This License Agreement (“License”) is made and entered into as of \_\_\_\_\_, 2020, by and between the **VISTA IRRIGATION DISTRICT**, a political subdivision of the State of California organized under the Irrigation District Law, California Water Code Section 20500, et seq. (“VID”), and, **WAYNE W. TAYLOR and SAM E. TAYLOR**, both as individual co-licensees, and collectively referred to as Licensee (“Licensee”).

## PART I

### FUNDAMENTAL LICENSE TERMS

**1.1 License:** VID hereby issues to Licensee a License to enter upon the following real property owned by VID, for the purpose or activity specified in Paragraph 1.1.2:

**1.1.1 Licensed Property:** Approximately 91 acres, more or less, located on the Warner Ranch, generally south of Highway 76 and west of Highway 79, as depicted on the map attached hereto as Part IV and incorporated herein by this reference (“Premises”).

**1.1.2. Use of Premises:** For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the pasturage and grazing of cattle.

**1.2 Term:** This License shall commence on July 1, 2020 (“Commencement Date”) and shall continue to and terminate at 11:59 p.m. local time on June 30, 2025 (“Expiration Date”). This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both VID and the Licensee. Notwithstanding the foregoing or any other provision of this License, either VID or Licensee may terminate this License with or without cause, or for any reason, at any time, by giving the other party a sixty (60) days written notice of termination.

**BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW VID TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.**

**Licensee:** \_\_\_\_\_

**1.3 License Consideration:** Consideration for the issuance of this License is One Thousand Six Hundred and Fifty Dollars (\$1,650.00) per year or fraction thereof in the event this lease is terminated as herein set forth (License Fee). The License Fee shall payable in advance, on July 1st of each license year.

**1.4 Notices and Payments:** All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Part II (“General Provisions”), to VID at the address set forth in Part II, and to Licensee at the address set forth in this Part I.

**1.5 Attachments:** This License incorporates by reference the following Attachments to this License:

- Part I: Fundamental License Terms
- Part II: General License Provisions
- Part III: Special License Provisions
- Part IV: Map of the Premises

**1.6 Integration:** This License represents the entire understanding of VID and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p><b>VISTA IRRIGATION DISTRICT</b></p>  <p><b>By:</b></p> <hr/> <p><b>Brett Hodgkiss</b> <b>General Manager</b></p>	<p><b>WAYNE W. TAYLOR</b> <b>An individual</b> <b>By:</b></p> <hr/> <p>Phone: (760) 415-6740 (mobile)</p> <p><b>SAM E. TAYLOR</b> <b>An individual</b> <b>By:</b></p> <hr/> <p>Phone: (760) 519-6654 (mobile)</p> <p><b>Address for Notices:</b> 27635 Highway 76 Santa Ysabel, CA 92070</p>
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## **PART II**

### **GENERAL LICENSE PROVISIONS**

#### **2.1 Payment of License Fee**

2.1.1 Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "VISTA IRRIGATION DISTRICT," and shall personally deliver or mail all payments without any notice or demand to VID at the address set forth in Paragraph 2.8.1 below. Licensee assumes all risk of loss or late payment if any payment is made by mail.

2.1.2 No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by VID of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by VID modifying this License or a waiver of VID's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and VID shall accept all checks and payments from Licensee without prejudice to VID's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

#### **2.2 Charges for Payment of License Fee**

2.2.1 If any payment of any License Fee or any other sum due VID is not received by VID within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to VID. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2 Licensee and VID hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that VID will incur by reason of Licensee's late payment.

2.2.3 Acceptance by VID of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and

delinquent payment, or in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.3 Use of Premises

2.3.1 Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of VID.

2.3.1.2 Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals" as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by VID, to be brought upon, left, used or abandoned on the Premises.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 VID or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2 Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3 Permits and Approvals: Licensee shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License. No approval or consent given under this License by VID shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by VID, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein

from a company or companies acceptable to VID, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by VID.

2.4.1 Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Vista Irrigation District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage."

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to VID), or the general aggregate limit shall be twice the required occurrence limit.



2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2 Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to VID and contain the following separate endorsements:

(a) “The Vista Irrigation District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the Vista Irrigation District. The coverage shall contain no special limitations on the scope of protection afforded to the Vista Irrigation District, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Vista Irrigation District shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Vista Irrigation District, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3 Evidence of Coverage: Licensee shall at the time of the execution of the License present to VID the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form

CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Licensee's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with VID. Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.4.4 Review of Coverage: VID shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of VID, the insurance provisions in this License do not provide adequate protection for VID, VID shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. VID's requirements shall not be unreasonable, but shall be adequate in the sole opinion of VID to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.5 Deductibles: Any and all deductibles must be declared and approved by VID prior to execution of this License.

2.4.6 License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with VID.

## 2.5 Indemnification

2.5.1 VID not Liable: VID shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent, contractor or volunteer of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2 Indemnification: Irrespective of any insurance carried by Licensee for the benefit of VID, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify and hold VID, its officers, directors, employees, representatives and volunteers harmless from and against any and all actions, claims, demands, judgments,

attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent, contractor or volunteer of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of VID, and/or acts for which the VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID. In connection therewith:

2.5.2.1 Licensee shall defend and hold VID, its officers, employees, agents, representatives and volunteers, harmless from any and all Claims, whether caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of VID, its officers, employees, agents, or representatives; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or VID covering any Claim, and hold and save VID harmless therefrom, whether such Claim was caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID.

2.5.2.3 In the event VID is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to VID any and all costs and expenses incurred by VID in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

## 2.6 Legal Relations and Responsibilities

2.6.1 Nature of Relationship: VID and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between VID and Licensee.

2.6.2 Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, VID, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3 Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of VID, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4 Acknowledgment of VID's Title: Licensee hereby acknowledges the title of VID in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist VID's title to the Premises.

2.6.5 Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify VID and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6 Possessory Interest Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that VID shall have no responsibility therefor.

2.6.7 VID's Reservations

2.6.7.1 VID hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the

Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to VID. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.7.2 VID hereby reserves the right to sell, transfer, lease or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer, lease or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred, leased or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

2.6.7.3 VID reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the water supply of the watershed of Lake Henshaw, and any other work necessary to the functions or purposes of VID, upon any portion or all of the Premises at any time. Such work may be performed without incurring any liability of any nature whatsoever to Licensee, and Licensee hereby releases VID from, and covenants not to sue VID for, any such liability. VID further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.8 Waiver of Claims: As a material part of the consideration to VID under the License, Licensee hereby waives any and all claims that it may have against VID during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.9 Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.10 Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at VID's opinion, be deemed to have been abandoned and transferred to VID. VID shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and VID shall have no duty to account for such property. Licensee agrees to reimburse VID for any and all costs associated with VID transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.11 Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without

reliance upon any representation by VID, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12 No Representation or Warranty Concerning Premises: Licensee acknowledges that neither VID, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.13 Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should VID be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to VID its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.14 Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to VID hereunder do not include the cost of security guard or any other security services or measures. Licensee further acknowledges that VID makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that VID shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.15 No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than VID and Licensee.

2.6.16 Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.17 VID's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of VID in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

## 2.7 Maintenance and Repair of Premises

2.7.1 Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of VID in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of VID and in compliance with all applicable laws.

2.7.2 Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, VID shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from VID, VID may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to VID within ten (10) days of Licensee's receipt of a statement of such costs from VID. Any such maintenance, repair or replacement by or on behalf of VID shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.8 Miscellaneous

2.8.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to VID: VISTA IRRIGATION DISTRICT  
1391 Engineer Street  
Vista, CA 92081-8836  
Attn: General Manager

If to Licensee: To such name and address set forth for Licensee in Part I of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2 Warranty of Authority: Each officer of VID and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3 Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4 Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5 Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both VID and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6 Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, VID, Licensee, and their respective successors and assigns.



2.8.7 Re-Entry: No entry or re-entry into the Premises by VID shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by VID to Licensee. VID's entry into possession of the Premises without having elected to terminate shall not prevent VID from making such an election and giving Licensee notice thereof.

2.8.8 Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9 Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10 Precedence: In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

**[END GENERAL LICENSE PROVISIONS]**

**PART III**

**SPECIAL LICENSE PROVISIONS**

3.1 Additional Conditions of Use: The following are added to Paragraph 2.3.1 of this License, as additional conditions to the use of the Premises:

2.3.1.5 Licensee shall coordinate all activity on the Premises with VID’s Water Resources Department.

2.3.1.6 A maximum of 15 mature cattle may be retained on the Premises at any given time. In addition, calves born to these cattle may graze on the premises through their first year without being counted towards the 15 mature animal limit. Notwithstanding this limitation, Licensee shall not overgraze the Premises. Licensee shall conduct all operations contemplated under this agreement in accordance with good and accepted agronomic and environmental practices.

2.3.1.7 Licensee shall not build any structures of any character upon the Premises. All fencing and gates on the Premises shall be maintained by the Licensee in proper working order.

2.3.1.8 Licensee shall supply water for grazing purposes to VID at the cattle watering trough on VID’s property north of Highway 76 near the parcel owned by the Licensee at 27635 Highway 76, Santa Ysabel, CA 92070, APN 194-051-15.

3.2 Paragraph 2.4.1.2(a) of this License is modified to specify a “Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.”

3.3 Paragraph 2.4.1.3 of this License is modified to require the Licensee to provide evidence of personal automobile liability coverage per the requirements of the State of California.

3.4 Either co-licensee may exercise the full rights and privileges or fulfill the obligations of the Licensee under this License.

Initial:

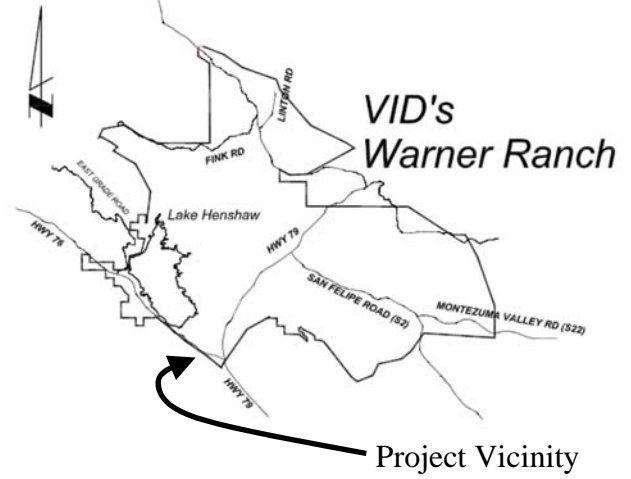
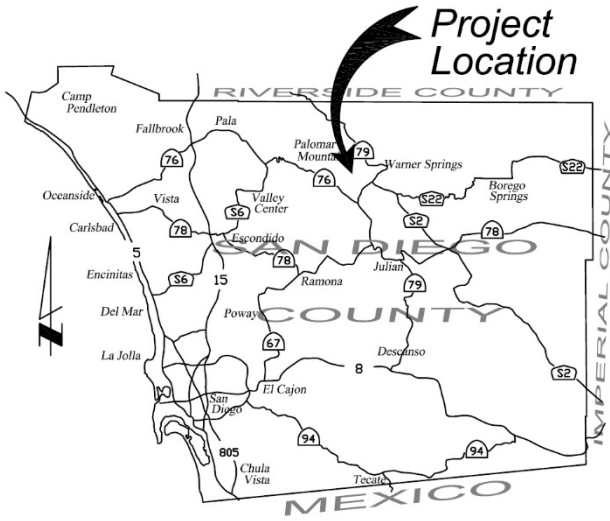
\_\_\_\_\_  
Licensee

\_\_\_\_\_  
VID

**[END SPECIAL LICENSE PROVISIONS]**

**PART IV**

**Map of the Premises**

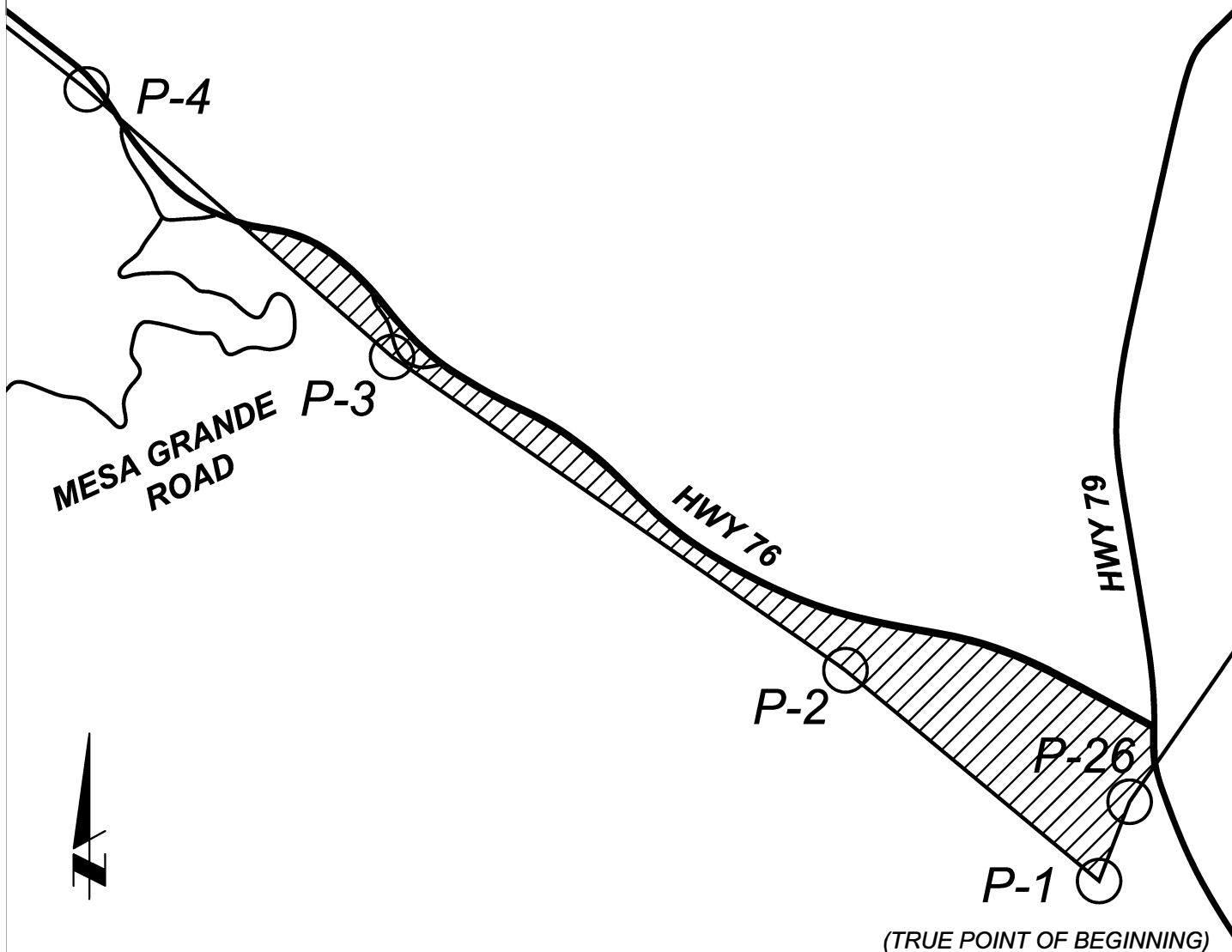


See Exhibit A, attached, for License Premises

**LICENSE PREMISES**  
(Portion of APN 193-080-30)

All that portion of RANCHO VALLE DE SAN JOSE, in the County of San Diego, State of California, as per Patent issued by the United States of America to Sylvestre de la Portilla, dated January 10, 1880 and recorded in the Office of the County Recorder of San Diego County, February 20, 1880 in Book 2, page 84 of Patents, and as shown on Record of Survey No. 7740, filed in the Office of the County Recorder of San Diego County, March 1, 1973, described as follows:

Beginning at Corner P1 of said Rancho being the TRUE POINT OF BEGINNING; thence along the boundary of said RANCHO the following courses and distances, North 50°18'30" West, 2840.74 feet to Corner P2, North 55°22'15" West, 4748.60 feet to Corner P3 and North 48°49'48" West to a point lying between Corners P3 and P4 at the intersection with the southwesterly right-of-way line of State Highway 76; thence southeasterly along said right-of-way line to the intersection with the westerly right-of-way line of State Highway 79; thence southerly along said right-of-way line to the intersection of the boundary line of said RANCHO lying between Corners P25 and P26; thence southwesterly along said boundary line to Corner P1 and the TRUE POINT OF BEGINNING.



**Exhibit A - Taylor Pasture Grazing License**



## STAFF REPORT

Agenda Item: 11

**Board Meeting Date:** June 3, 2020  
**Prepared By:** Lisa Soto  
**Approved By:** Brett Hodgkiss

**SUBJECT:** TRAINING REQUIREMENTS FOR DIRECTORS

**RECOMMENDATION:** Consider amendments to Vista Irrigation District Rules and Regulations Section 1.5.3 related to required training for directors.

**PRIOR BOARD ACTION:** On December 21, 2005, the Board approved amendments to the District's Rules and Regulations relating to allowable occurrences for directors' compensation and expense reimbursement and implemented a requirement for ethics training for directors and designated employees in compliance with Assembly Bill 1234.

**FISCAL IMPACT:** Undetermined amount for expenses and per diems.

**SUMMARY:** At its April 15, 2020 meeting, the Board requested a future agenda item to discuss adding a requirement for governance training for new directors to the District's Rules and Regulations. Mandatory training for directors is addressed in Section 1.5.3 of the Rules and Regulations; at this time, the only training identified in this section is Ethics Training, which new directors are required to complete within one year of taking office and every two years thereafter.

**DETAILED REPORT:** To maintain its accreditation as a Platinum Level, District of Distinction, from the Special District Leadership Foundation (SDLF), six hours of governance training every five years is required of the full Board. Acceptable training to satisfy this requirement includes completion of the California Special Districts Association's (CSDA) Special District Leadership Academy or other equivalents as determined by SDLF.

Sexual harassment prevention training for local agency officials who receive any type of compensation, salary, or stipend is required and could be incorporated into Section 1.5.3. This requirement, signed into law in 2016, stipulates that each local agency official receive at least two hours of said training within the first six months of taking office and every two years thereafter.

**ATTACHMENT:** Vista Irrigation District Rules and Regulations Section 1.5.3

### 1.5.3 Ethics Training

Ethics training will be required of a director who receives any type of compensation or reimbursement of actual and necessary expenses incurred in the performance of official duties as specified in Government Code sections 53234 to 53235.2.

Refer to the Human Resources section herein for a list of employees designated by the Board to receive ethics training as specified in Government Code sections 53234 to 53435.2.

(12/21/05: Minute Order No. 05-12-107)



**Agenda Item: 12**

**STAFF REPORT**

**Board Meeting Date: June 3, 2020**  
**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.



**SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING**  
**May 28, 2020**

1. Completion of Pipeline 5 Repair.  
 The Board ratified contracts with: Fibrwrap Construction Services, Inc. in the amount of \$612,017.26; J.F. Shea Construction, Inc. for a not-to-exceed amount of \$515,000; WSP USA, Inc. for a not-to-exceed amount of \$238,420.; and, Simpson Gumpertz & Heger, Inc. for a not- to-exceed amount of \$223,000.  
  
 The Board authorized the General Manager to accept the carbon fiber repair work as complete, record the notice of completion, and release all funds held in retention to Fibrwrap Construction Services, Inc., following expiration of the notice of completion period; and also authorized the General Manager to accept the bulkhead installation and removal work as complete, record the notice of completion, and release all funds held in retention to J.F. Shea Construction, Inc., following expiration of the notice of completion period.
2. Resolution setting a Public Hearing date for the Water Authority's proposed calendar year 2021 Rates and Charges.  
 The Board adopted Resolution No. 2020-05 setting the time and place for a public hearing on June 25, 2020, at or after 9:00 a.m., or as soon thereafter as may practicably be heard, during the Administrative and Finance Committee meeting, to receive comments regarding recommended rates and charges to be effective January 1, 2021.
3. Resolution Regarding Potential Detachment.  
 The Board adopted Resolution No. 2020-60 regarding potential detachment by the Fallbrook Public Utilities District ("Fallbrook") and the Rainbow Municipal Water District ("Rainbow").
4. Amendment to the Agreement with Valley Center Municipal Water District and Yuima Municipal Water District for Funding the Design of the Emergency Storage Project Improvements in Valley Center and Yuima Water Districts.  
 The Board authorized the General Manager to execute an amendment to the Agreement for Funding the Design of the Emergency Storage Project Improvements with Valley Center Municipal Water District and Yuima Municipal Water District to increase the not-to-exceed amount by \$500,000 from \$580,000 to \$1,080,000.
5. New contracts for Hawkins Delafield & Wood LLP, Clean Energy Capital Securities and WSP USA Inc. associated with the Lewis Carlsbad Desalination Plant Intake Modifications Project.  
 The Board authorized the General Manager to approve the following contracts: legal services agreement with Hawkins Delafield & Wood LLP as special counsel to include new transactional legal work for the Claude "Bud" Lewis Carlsbad Desalination Plant (CDP) project intake and discharge system modifications phased implementation in the amount of \$533,750; a professional services contract with Clean





Energy Capital Securities LLC to include financial and transactional support for the CDP project intake and discharge system modifications phased implementation in the amount of \$445,000 with a term of four years expiring on June 30, 2024; and, a professional services contract with WSP USA Inc. to include engineering support for the CDP project intake and discharge system modifications phased implementation in the amount of \$368,795 with a four year term expiring on June 30, 2024.

6. Monthly Treasurer's Report on Investments and Cash Flow.

The Board noted and filed the Treasurer's report.

7. Adopt positions on various state bills.

The Board adopted a position of Support if Amended on AB 2991 (Santiago), relating to environmental leadership projects.

8. Amendment 2 to the services contract with Hydro Consulting and Maintenance Services, Inc., for specialized mechanical preventative and corrective maintenance, inspection, testing, and repair services for Lake Hodges Pumped Storage Hydroelectric Facility.

The Board authorized the General Manager to execute Amendment 2 to the contract with Hydro Consulting and Maintenance Services, Inc., in the amount of \$600,000 for specialized mechanical preventative and corrective maintenance, inspection, testing, and repair services, increasing the authorized cumulative contract amount from \$1,300,000 to \$1,900,000.

9. Professional services contract with Mission Resource Conservation District in an amount not to exceed \$750,000 to administer the Agricultural Water Management Program.

The Board authorized the General Manager to award a professional services contract to Mission Resource Conservation District (MRCD) for a not-to-exceed amount of \$750,000 to administer the Agricultural Water Management Program.

10. Approval of Minutes.

The Board approved the minutes of the Formal Board of Directors meeting of April 23, 2020.

11. Director Appointment.

The Board approved the appointment of Eric Heidemann, representing the city of Poway to the SDCWA Board of Directors; term ending April 22, 2026.



**STAFF REPORT**

**Agenda Item: 13.A**

**Board Meeting Date: June 3, 2020**  
**Prepared By: Lisa Soto**  
**Approved By: Brett Hodgkiss**

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

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



**STAFF REPORT**

**Agenda Item: 13.B**

**Board Meeting Date: June 3, 2020**  
**Prepared By: Lisa Soto**  
**Approved By: Brett Hodgkiss**

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

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

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>1 *</b>	<b>Council of Water Utilities Meeting</b> <i>July 21, 2020; The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 7/16/20</i>	
<b>2</b>	<b>ACWA Summer Conference</b> <i>July 28-31, 2020; Webinar</i> <i>Cancellation deadline: 7/24/2020</i>	MacKenzie (R, T) Vásquez (R)
<b>3 *</b>	<b>Council of Water Utilities Meeting</b> <i>DARK IN AUGUST</i>	
<b>4 *</b>	<b>CSDA Quarterly Dinner Meeting</b> <i>Aug. 20, 2020, 6:00-9:00 p.m.; The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 8/13/20</i>	
<b>5</b>	<b>Headwaters Tour Field Trip</b> (Water Education Foundation) <i>Aug. 6-7, 2020; Begins and ends in Sacramento area</i> <i>Reservation deadline: 6/18/20</i>	
<b>6</b>	<del><b>CSDA Annual Conference</b></del> (CANCELLED) <i>Aug. 24-27, 2020; Palm Desert</i> <i>Registration deadline: 7/24/20</i>	MacKenzie Sanchez
<b>7</b>	<b>Third Annual Western Groundwater Congress</b> <i>Sept. 14-16, 2020; Burbank, CA</i> <i>Reservation deadline: 6/14/2020 (Super Early Bird)</i>	Dorey
<b>8 *</b>	<b>Council of Water Utilities Meeting</b> <i>Sept. 15, 2020; The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 9/10/20</i>	
<b>9</b>	<b>2020 Water Summit</b> (Water Education Foundation) <i>Sept. 24, 2020; Sacramento</i> <i>Registration deadline: TBD</i>	
<b>10</b>	<b>Special District Leadership Academy</b> (CSDA) (Advanced track available) <i>Sept. 27-30, 2020; South Lake Tahoe</i> <i>Registration deadline: 8/28/20</i>	
<b>11</b>	<b>San Joaquin River Restoration Tour Field Trip</b> (Water Education Foundation) <i>Sept. 30-Oct. 1, 2020; Begins and ends in Fresno</i> <i>Reservation deadline: 8/18/20</i>	
<b>12</b>	<b>Northern California Tour Field Trip</b> (Water Education Foundation) <i>Oct. 14-16, 2020; Begins and ends at Sacramento International Airport</i> <i>Reservation deadline: 9/1/20</i>	
<b>13 *</b>	<b>Council of Water Utilities Meeting</b> <i>Oct. 20, 2020; The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 10/15/20</i>	

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>14</b>	<b>Special District Leadership Academy (CSDA)</b> (Advanced track available) <i>Nov. 15-18, 2020; San Diego</i> <i>Registration deadline: 10/23/20</i>	
<b>15 *</b>	<b>CSDA Quarterly Dinner Meeting</b> <i>Nov. 19, 2020, 6:00-9:00 p.m.; The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 11/12/20</i>	
<b>16 *</b>	<b>Council of Water Utilities Meeting</b> <i>Nov. 17, 2020; The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 11/12/20</i>	
<b>17 *</b>	<b>Council of Water Utilities Meeting</b> <i>DARK IN DECEMBER</i>	
<b>18</b>	<b>ACWA Fall Conference</b> <i>Dec. 1-4, 2020; Indian Wells; Registration deadline: TBD</i>	
<b>19</b>	<b>Colorado River Water Users Association Conference (CRWUA)</b> <i>Dec. 14-16, 2020; Las Vegas; Registration deadline: TBD</i>	

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

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

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



**STAFF REPORT**

**Board Meeting Date: June 3, 2020**  
**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:*

- Fiscal Year 2021 Budget (following Fiscal Policy Committee review)
- CSDA Board of Directors Election, Southern Network, Seat C
- General Manager Performance Evaluation
- Annual Water Rate Adjustment reconsideration
- Warner Wellfield Assessment



**Agenda Item: 15**

**STAFF REPORT**

**Board Meeting Date: June 3, 2020**  
**Prepared By: Lisa Soto**

SUBJECT: COMMENTS BY DIRECTORS

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



## **STAFF REPORT**

**Agenda Item: 16**

**Board Meeting Date:**

**June 3, 2020**

**Prepared By:**

**Brett Hodgkiss**

SUBJECT: COMMENTS BY GENERAL COUNSEL

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



**Agenda Item: 17**

**STAFF REPORT**

**Board Meeting Date:**

**June 3, 2020**

**Prepared By:**

**Brett Hodgkiss**

SUBJECT: COMMENTS BY GENERAL MANAGER

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



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


A REGULAR MEETING OF THE BOARD OF DIRECTORS OF VISTA IRRIGATION DISTRICT, HELD ON JUNE 3, 2020 WAS ADJOURNED UNTIL 9:00 AM, JUNE 17, 2020, AT THE OFFICE OF THE VISTA IRRIGATION DISTRICT, 1391 ENGINEER STREET, VISTA, CALIFORNIA.

\* \* \* \* \*

AFFIDAVIT OF POSTING ORDER OF ADJOURNMENT OF MEETING

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

I, Ranae Ogilvie, hereby certify that I am the duly appointed, qualified Assistant Secretary of the Board of Directors of Vista Irrigation District; that the foregoing is duly noted in the Minutes of said Regular Meeting of the Board of Directors of Vista Irrigation District; that said Regular Board Meeting was ordered adjourned to the time and place above specified; and that I posted a copy of this order of adjournment near the public entrance to the Board Room at the offices of the District.

  
\_\_\_\_\_  
Ranae Ogilvie, Assistant Secretary  
Board of Directors  
Vista Irrigation District

POSTED: June 4, 2020