

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

May 13, 2026

A Regular Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, May 13, 2026 at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Miller called the meeting to order at 9:00 a.m.

2. ROLL CALL

Directors present: Miller, Nuñez, Kuchinsky, MacKenzie and Sanchez.

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Secretary of the Board; Lesley Dobalian, Director of Water Resources; Frank Wolinski, Director of Operations and Field Services; Shallako Goodrick, Director of Administration; Greg Keppler, Engineering Project Manager; Christina Olson, Engineering Services Manager; and Elizabeth Xaverius, Administrative Assistant. General Counsel Elizabeth Mitchell of Burke, Williams & Sorensen was also present. Breona Paz, Customer Service Supervisor, and Sandra Sanchez, Conservation Specialist, were present for agenda item 7 and Brent Reyes, Management Analyst, was present for agenda item 8.

Other attendees: Water Awareness Poster Contest and Scholarship Contest award recipients were present for agenda items 7 and 8, respectively. Members of the public present: Paul Gonzales of Intrepid Fiber Networks and John Ploetz; Andrew Madrigal of the San Luis Rey Indian Water Authority was present via teleconference.

3. PLEDGE OF ALLEGIANCE

Director Kuchinsky led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

26-05-39	<i>Upon motion by Director Kuchinsky, seconded by Director Sanchez and unanimously carried (5 ayes: Nuñez, Kuchinsky, Sanchez, MacKenzie, and Miller), the Board of Directors approved the agenda as presented.</i>
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5. ORAL COMMUNICATIONS

Paul Gonzales of Intrepid Fiber Networks addressed the Board expressing concerns about the length of time it is taking to get permits for their fiber installation project and asked the Board to explore avenues to expedite process.

John Ploetz addressed the Board about the service charge on his water bill quadrupling even though he is on a well and receives no water from the District; he asked the Board to review the service charge increase and consider adding the item to a future agenda for discussion.

President Miller thanked the speakers for their time and comments and noted that the Board is unable to take action on items not on the agenda, but that staff would follow up with each party regarding the comments and concerns presented.

6. CONSENT CALENDAR

26-05-40 *Upon motion by Director Sanchez, seconded by Director Nuñez and unanimously carried (5 ayes: Nuñez, Kuchinsky, Sanchez, MacKenzie, and Miller), the Board of Directors approved the Consent Calendar, including Resolution No. 2026-14 approving disbursements.*

A. Deodar Reservoir Rehabilitation

See staff report attached hereto. Staff recommended and the Board accepted the Deodar Reservoir Rehabilitation project and directed staff to file a Notice of Completion with the County Recorder’s Office (D-2366, DIV NO 5).

B. Annual Paving Services

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to renew the agreement with Frank & Son Paving, Inc. to provide paving services for Fiscal Year 2027 in an amount not to exceed \$600,000.

C. Treasurer’s Report as of March 31, 2026

See staff report attached hereto. The Board noted and filed this informational report.

D. Minutes of the Special Board of Directors meeting on April 2, 2026.

The minutes of April 2, 2026 were approved as presented.

E. Minutes of the Board of Directors meeting on April 15, 2026.

The minutes of April 15, 2026 were approved as presented.

F. Minutes of the Special Board of Directors meeting on April 16, 2026.

The minutes of April 16, 2026 were approved as presented.

G. Resolution ratifying check disbursements

RESOLUTION NO. 2026-14

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 79584 through 79745 drawn on US Bank totaling \$1,093,658.42.

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 13th day of May 2026.

7. WATER AWARENESS POSTER CONTEST AWARDS

See staff report attached hereto.

Water Conservation Specialist Sandra Sanchez provided an overview of the Water Awareness Poster Contest (Contest), noting that this was the 34th year that the District has participated in the Contest. She stated that the District received 168 entries this year. Ms. Sanchez announced the award recipients, and President Miller presented the awards as follows: 1st place prize of \$100 to Charbel Merhi of St. Francis of Assisi School, 2nd place prize of \$50 to Riley Semer of St. Francis of Assisi School, and 3rd place prize of \$25 to Zoey Watts of Empresa Elementary School. The Board commended the students for their good work and thanked Ms. Sanchez for her presentation.

8. SCHOLARSHIP CONTEST AWARD PRESENTATIONS

See staff report attached hereto.

Management Analyst Brent Reyes provided an overview of the Scholarship Contest and noted that the District received five applications this year. Mr. Reyes announced the scholarship recipients, and President Miller presented the scholarships as follows: a \$3,000 scholarship to Rahel Chiwai from Mission Vista High School, a \$2,500 scholarship to Taylor Sheridan from Rancho Buena Vista High School, and \$1,000 scholarships to Stephanie Aguilar from Mission Vista High School, Kawai Chau from Rancho Buena Vista High School and Yahir Landeros from Vista High School. The Board congratulated the students and thanked Mr. Reyes for his presentation.

9. DIVISION REPORTS

See staff report attached hereto.

General Manager Brett Hodgkiss said that changes were made to the Lake Henshaw Treatment schedule, and an updated schedule has been provided to the Board (attached hereto as Exhibit "A"). He noted that the algaecide treatment scheduled for May 12 and May 13, 2026 had been moved to May 18 and May 19, 2026 due to the shipment of algaecide being delayed, which was outside of the District's control.

Director of Water Resources Lesley Dobalian and Director of Operations and Field Services Frank Wolinski provided an update on a meeting with State Water Resources Control Board staff to discuss various options to filter the water produced at the new Lake Henshaw Resort Well.

Ms. Dobalian provided an update on the California Department of Fish and Wildlife (DFW) training on watercraft inspection and decontamination for prevention of aquatic invasive species and on the Navy's annual landowners' coordination meeting at the Remote Training Site Warner Springs.

Engineering Project Manager Greg Kepler informed the Board that the Deodar Reservoir Rehabilitation project is being awarded the Outstanding Seismic Retrofit Project award from the American Society of Civil Engineers, San Diego Section and the Project of the Year award in the \$2 million to \$5 million category from the American Public Works Association San Diego and Imperial Counties Chapter. He said that the plaques and pictures of the project would be presented to the Board once received. The Board congratulated staff on a beautiful project.

10. ANNUAL MATERIAL TRANSPORT SERVICES

See staff report attached hereto.

Mr. Wolinski provided an overview of the item; after a brief discussion, the Board took the following action.

26-05-41 *Upon motion by Director Sanchez, seconded by Director MacKenzie and unanimously carried (5 ayes: Nuñez, Kuchinsky, Sanchez, MacKenzie, and Miller), the Board of Directors authorized the General Manager to amend the existing agreement with Leon Perrault Trucking to transport and provide assorted material for District projects to increase the not to exceed amount by \$35,000 to \$335,000 and to renew the agreement with proposed new pricing for Fiscal Year 2027 in an amount not to exceed \$335,000.*

11. AGREEMENT WITH BURKE, WILLIAMS & SORENSEN, LLP FOR LEGAL SERVICES AS GENERAL COUNSEL

See staff report attached hereto.

Mr. Hodgkiss gave a brief overview of the legal services provided Burke, Williams & Sorensen, LLP (Burke) and noted that the current agreement with will expire on June 30, 2026. Based on Burke's performance over the past five years, staff recommends that the District enter into a new three-year agreement with Burke with the option to renew the agreement for two additional one-year term periods.

General Counsel Elizabeth Mitchell provided clarification regarding various changes to the fee schedule. Mr. Hodgkiss noted that the District conducted a survey of other agencies' hourly rates for General Counsel services and that the average hourly rate for the 12 responding agencies was \$324; Burke was one of the three agencies under \$300 per hour.

26-05-42 *Upon motion by Director Sanchez, seconded by Director Kuchinsky and unanimously carried (5 ayes: Nuñez, Kuchinsky, Sanchez, MacKenzie, and Miller), the Board of Directors authorized the General Manager to execute an Agreement with Burke, Williams & Sorensen, LLP to provide legal services as General Counsel for the District.*

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

See staff report attached hereto.

President Miller referenced the attached San Diego County Water Authority's (Water Authority) April 23, 2026 Summary of Formal Board of Directors' Meeting and provided a brief overview of the items discussed at the meeting. He also provided an update on the Colorado River negotiations and proposed interstate water exchange agreements with Arizona and Nevada.

13. MEETINGS AND EVENTS

See staff report attached hereto.

Director Sanchez reported on his attendance at the following meetings and events: Association of California Water Agencies (ACWA) Employee Benefits committee, ACWA Joint Powers Insurance Authority (JPIA) Membership Summit and the 2026 ACWA Spring Conference; he provided brief reports on the various topics discussed. Mr. Sanchez said that it was announced that an ACWA Region 10 event is being planned for August 2026 and will include a tour of the Carlsbad desalination plant; he expressed interest in attending.

Director MacKenzie reported on her attendance at the ACWA JPIA Membership Summit and the 2026 ACWA Spring Conference and provided a brief report on topics discussed at various ACWA committee meetings and spotlight sessions.

Director Kuchinsky reported on his attendance at the ACWA JPIA Liability Subcommittee meeting noting matters discussed. He said that the Vista Chamber of Commerce Government Affairs meeting was canceled for May.

Director Nuñez reported that he will be attending the California Special District Association Quarterly Meeting Dinner on May 21, 2026 and requested authorization to attend the Vista Historical Society Hall of Fame Luncheon on May 16, 2026.

President Miller and Director MacKenzie reported on their attendance at the San Diego Local Agency Formation Commission (LAFCO) Special District Advisory Committee and Commission meetings, respectively; it was noted that the LAFCO Commission voted to suspend its Municipal Service Review of the Water Authority for four years.

26-05-43	<i>Upon motion by Director Kuchinsky, seconded by Director Sanchez and unanimously carried (5 ayes: Nuñez, Kuchinsky, Sanchez, MacKenzie, and Miller), the Board of Directors approved Director Nuñez's request to attend the Vista Historical Society Hall of Fame Luncheon on May 16, 2026.</i>
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14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

There were no changes or additions presented.

15. COMMENTS BY DIRECTORS

Director Kuchinsky received clarification regarding comments made by Mr. Gonzales and Mr. Plötz during Oral Communications and requested that the Board be provided updates.

16. COMMENTS BY GENERAL COUNSEL

Ms. Mitchell informed the Board about Assembly Bill 1067 which requires public employers to continue misconduct investigations of public employees even if the employee retires during the process and must then refer the case to the appropriate law enforcement; if the employee is convicted of a felony related to their official duties or benefits, they must forfeit accrued public retirement benefits.

17. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss informed the Board that the lake level is approximately 8,800 acre feet and that the District began releasing water on May 12, 2026.

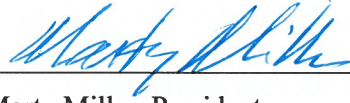
18. 2026 BOARD CALENDAR

President Miller informed the Board that he has a scheduling conflict with the June 3, 2026 Board meeting and requested that the start time be moved from 9:00 a.m. to 1:00 p.m. After a brief discussion, the Board took the following action:

26-05-44	<i>Upon motion by Director Sanchez, seconded by Director MacKenzie and unanimously carried (5 ayes: Nuñez, Kuchinsky, Sanchez, MacKenzie, and Miller), the Board of Directors approved moving the start time of the June 3, 2026 Board of Directors meeting to 1:00 p.m.</i>
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19. ADJOURNMENT

There being no further business to come before the Board, at 11:09 a.m. President Miller adjourned the meeting.



Marty Miller, President

ATTEST:



Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date: May 13, 2026
Prepared By: Greg Keppler
Reviewed By: Randy Whitmann
Approved By: Brett Hodgkiss

SUBJECT: DEODAR RESERVOIR REHABILITATION

RECOMMENDATION: Accept the Deodar Reservoir Rehabilitation project and direct staff to file a Notice of Completion with the County Recorder's Office (D-2366, DIV NO 5).

PRIOR BOARD ACTION: On January 17, 2024, the Board authorized the General Manager to enter into a construction contract for the Deodar Reservoir Rehabilitation project with Pacific Hydrotech Corporation (PHC) in the amount of \$3,483,076.

FISCAL IMPACT: The final contract amount with PHC totaled \$3,340,132.43 (\$142,943.57 below the original approved contract amount). PHC will receive a final payment of \$167,006.62 for the five percent retention that was withheld during the project 35 days after the Notice of Completion is recorded with the County of San Diego.

SUMMARY: PHC has completed all the rehabilitation improvements for the Deodar Reservoir; the project is ready for acceptance by the Board, allowing a Notice of Completion to be recorded by the County of San Diego and final payment to be released thereafter.

DETAILED REPORT: Deodar Reservoir is a 1.3-million-gallon, prestressed concrete tank located approximately 900 feet west of Deodar Road near Interstate 15 and State Route 78. Constructed in 1978, Deodar Reservoir provides storage for the "Bennett" service area in the cities of Escondido and San Marcos. Rehabilitation efforts included widening the perimeter access road, installing site drainage channels, curb and gutter, access road paving, security fencing and gates, aluminum dome roof including stairs and handrails, replacing the interior overflow pipe and water level gauge and landscaping and irrigation.

The final construction cost was \$3,340,132.43; the project included the following change orders resulting in an overall credit of \$142,943.57 back to the District:

- Additional tree removal (+\$6,042.10)
- Metal flashing removal (+\$5,467.10)
- Painting pump station retaining wall to match tank (+\$2,718.99)
- Replacing corroded pump station fence posts (+\$5,750.00)
- Credit for eliminating weep holes in the retaining wall (-\$1,573.10)
- Credit for changing concrete curb to asphalt concrete curb (-\$11,382.80)
- Credit for eliminating fence privacy slats (-\$5,800.00)
- Credit for not providing field office trailer (-\$1,920.00)
- Credit for unused tank wall concrete cap bid item (-\$50,000.00)
- Credit for liquidated damages, 42 days at \$1,500/day (-\$63,000.00)
- Reimbursement for access hatch replacement to be paid by the District (-\$20,000.00)
- Reimbursement for fence repairs paid by the District (-\$2,103.06)
- Reimbursement for water main repair by the District (-\$4,197.80)
- Reimbursement for flood damage claim paid by the District (-\$2,945.00)



STAFF REPORT

Agenda Item: 6.B

Board Meeting Date: May 13, 2026
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: ANNUAL PAVING SERVICES

RECOMMENDATION: Authorize the General Manager to renew the agreement with Frank & Son Paving, Inc. to provide paving services for Fiscal Year 2027 in an amount not to exceed \$600,000.

PRIOR BOARD ACTION: At its June 18, 2025 meeting, the Board authorized the General Manager to enter into an agreement with Frank & Son Paving, Inc. to provide paving services for District jobs for Fiscal Year (FY) 2026 in an amount not to exceed \$600,000.

FISCAL IMPACT: This agreement is proposed for an amount not to exceed \$600,000. Actual costs for annual agreements in FYs 2024 and 2025 were \$567,469 and \$477,041, respectively; thus far, approximately \$482,046 has been expended in the first nine months of FY 2026.

SUMMARY: During FY 2026, Frank & Son Paving, Inc. successfully performed pavement restoration services on District jobs. The current agreement with Frank & Son Paving, Inc. allows the District to extend the contract through FY 2027 (July 1, 2026 through June 30, 2027). The cost of service remains the same from FY 2026.

DETAILED REPORT: Annually, the District generates approximately 20,000 square feet of patch paving and requires pavement restoration services for over two miles of trench line to support the mainline replacement program. In May 2025, the District advertised and solicited bids from licensed contractors to perform pavement restoration services for patch paving and mainline replacement projects. Based on the results of the bidding process, the District entered into an agreement with Frank & Son Paving, Inc. for FY 2026 with the option to renew the agreement for two additional one-year periods.

As Frank & Son Paving, Inc. has provided reliable service to the District during FY 2026, staff recommends exercising the District's first option to renew the agreement for a one-year period for FY 2027 in an amount not to exceed \$600,000. Frank & Son Paving, Inc. fees (attachment) remain the same for FY 2027.

The Vista Irrigation District boundary includes the City of Vista, and portions of the cities of San Marcos, Escondido, Oceanside, and unincorporated areas of San Diego County. The contractor will be expected to comply with all paving standards as established under the appropriate governing agency's requirements.

ATTACHMENT: Fee Schedule

Fee Schedule

Asphalt Base Paving (Patch Paving - single mobilization)			
Item		Frank & Son	
1	1 - 1,000 Square Feet	\$12.00	Per Sq. Ft.
2	1,001 - 2,000 Square Feet	\$10.91	Per Sq. Ft.
3	Additional Asphalt replacement 1" depth	\$5.00	Per Sq. Ft.
Cap Paving (Patch Paving - single mobilization)			
Item		Frank & Son	
4	2 - 1,000 Square Feet	\$12.00	Per Sq. Ft.
5	≥1,001 Square Feet	\$10.91	Per Sq. Ft.
Asphalt Base Paving (Patch Paving - phase I)*			
Item		Frank & Son	
6	1 - 1,000 Square Feet	\$14.00	Per Sq. Ft.
7	1,001 - 2,000 Square Feet	\$12.73	Per Sq. Ft.
8	Additional Asphalt replacement 1" depth	\$5.00	Per Sq. Ft.
Grind and Cap (Patch Paving - phase II)*			
Item		Frank & Son	
9	2 - 1,000 Square Feet	\$14.00	Per Sq. Ft.
10	≥1,001 Feet	\$12.73	Per Sq. Ft.
Asphalt Base Paving (Mainline Replacement - single mobilization)			
Item		Frank & Son	
11	2,001 - 4,000 Square Feet	\$10.43	Per Sq. Ft.
12	≥4,001 Square Feet	\$10.00	Per Sq. Ft.
Cap Paving (Mainline Replacement - single mobilization)			
Item		Frank & Son	
13	2,500 - 4,000 Square Feet	\$7.00	Per Sq. Ft.
14	≥4,001 Square Feet	\$5.50	Per Sq. Ft.
Asphalt Base Paving (Mainline Replacement - phase I)*			
Item		Frank & Son	
15	2,001 - 4,000 Square Feet	\$12.17	Per Sq. Ft.
16	≥4,001 Square Feet	\$11.67	Per Sq. Ft.
Grind and Cap (Mainline Replacement - phase II)*			
Item		Frank & Son	
17	2,500 - 4,000 Square Feet	\$7.00	Per Sq. Ft.
18	≥4,001 Square Feet	\$5.50	Per Sq. Ft.
Remove and Replace (Mainline replacement)			
Item		Frank & Son	
19	1 - 1,000 Square Feet	\$12.75	Per Sq. Ft.
20	1,001 - 2,000 Square Feet	\$11.59	Per Sq. Ft.
21	≥2,001 Square Feet	\$11.09	Per Sq. Ft.
Additional Items (Mainline replacement)			
Item		Frank & Son	
22	Additional Asphalt replacement 1" depth	\$5.00	Per Sq. Ft.
23	Flag-person (Using Contractor owned materials and equipment)	\$70.00	Per Hour
24	Project Coordinator (Job Walk)	\$70.00	Per Hour

*Per County of San Diego SDRSD 24A/B (Type D-Phase I/II)

Berm and Curb			
Item		Frank & Son	
25	3" - 6" Rolled Asphalt Berm	\$10.00	Per Ln. Ft.
26	6" Machined Asphalt Curb	\$15.00	Per Ln. Ft.
Striping			
Item		Frank & Son	
27	Painted Striping	\$7.00	Per Ln. Ft.
28	Painted Lane Striping	\$10.00	Per Ln. Ft.
29	Thermoplastic Striping	\$25.00	Per Ln. Ft.
30	Thermoplastic Lane Striping	\$25.00	Per Ln. Ft.
31	Pavement Markers/reflectors	\$75.00	Each
Signage			
Item		Frank & Son	
32	Painted Intersection Marking	\$150.00	Each
33	Thermoplastic Intersection Marking	\$350.00	Each
34	Thermoplastic Legend	\$150.00	Each
Traffic Loops			
Item		Frank & Son	
35	Traffic Control Loop Repair	\$900.00	Each
36	Cyclist Control Loop	\$900.00	Each



STAFF REPORT

Agenda Item: 6.C

Board Meeting Date: May 13, 2026
Prepared By: Brian True
Reviewed By: Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: TREASURER’S REPORT AS OF MARCH 31, 2026

RECOMMENDATION: Informational report concerning the investments of the District.

SUMMARY: Attached for review by the Board of Directors is the Treasurer’s Report as of March 31, 2026. The report is formatted to provide information as required by the California Government Code and the Vista Irrigation District Investment Policy. The Treasurer’s Report contains both an investment summary and a detailed security listing. Also attached is a five-year cash flow forecast; the forecast includes revenue from water rate adjustments beginning in March 2026 and estimated debt financing needed beginning in Fiscal Year 2029. It is important to note that proceeds received from debt financing will be restricted and can only be used for their intended purpose (specific capital project expenses); therefore, proceeds from debt financing are not shown in total cash on the graph when they are received but are shown (as part of total cash) when funding is needed to pay for specific capital project expenses intended to be paid for by debt financing.

DETAILED REPORT: Activity for the quarter included deposits and withdrawals from the District’s cash and cash equivalent accounts: checking, California Asset Management Program (CAMP), and Local Agency Investment Fund (LAIF). During this quarter, \$2.55 million in Treasury bills matured and \$2.55 million of new Treasury bills were purchased.

As of March 31, 2026, the net unrealized gain on the portfolio was as follows:

	<u>Unrealized Gain (Loss)</u>
Treasury Bills	\$ 207,377
LAIF	<u>(275)</u>
Net Unrealized Gain	<u>\$ 207,102</u>

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

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

	<u>3/31/22</u>	<u>3/31/23</u>	<u>3/31/24</u>	<u>3/31/25</u>	<u>3/31/26</u>
Total Portfolio	\$47,011,883	\$32,330,095	\$26,890,510	\$34,178,773	\$40,351,433
Unrealized Gain (Loss)	\$(213,722)	\$181,817	\$239,524	\$268,166	\$207,102
Weighted Average Maturity	79 Days	80 Days	77 Days	61 Days	51 Days
Portfolio Interest Rate	0.38%	3.86%	4.88%	4.36%	3.69%

ATTACHMENTS:

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

Vista Irrigation District
TREASURER'S REPORT
March 31, 2026

Category	Maturity Value	Percentage Permitted by Board Policy	Actual Percentage	Weighted Average Maturity (in Days)	Current Interest Rate
Cash and Cash Equivalents					
Checking/Petty Cash	\$ 1,132,122	n/a	2.9%	0	0.00%
California Asset Management Program	13,816,960	40%	34.2%	1	3.80%
Local Agency Investment Fund	14,352,351	40%	35.6%	1	3.82%
	<u>29,301,433</u>		<u>72.6%</u>	<u>1</u>	<u>3.66%</u>
Securities					
U.S. Treasury	11,050,000	100%	27.4%	184	3.78%
Total Portfolio	<u><u>\$ 40,351,433</u></u>		<u><u>100.0%</u></u>	<u><u>51</u></u>	<u><u>3.69%</u></u>

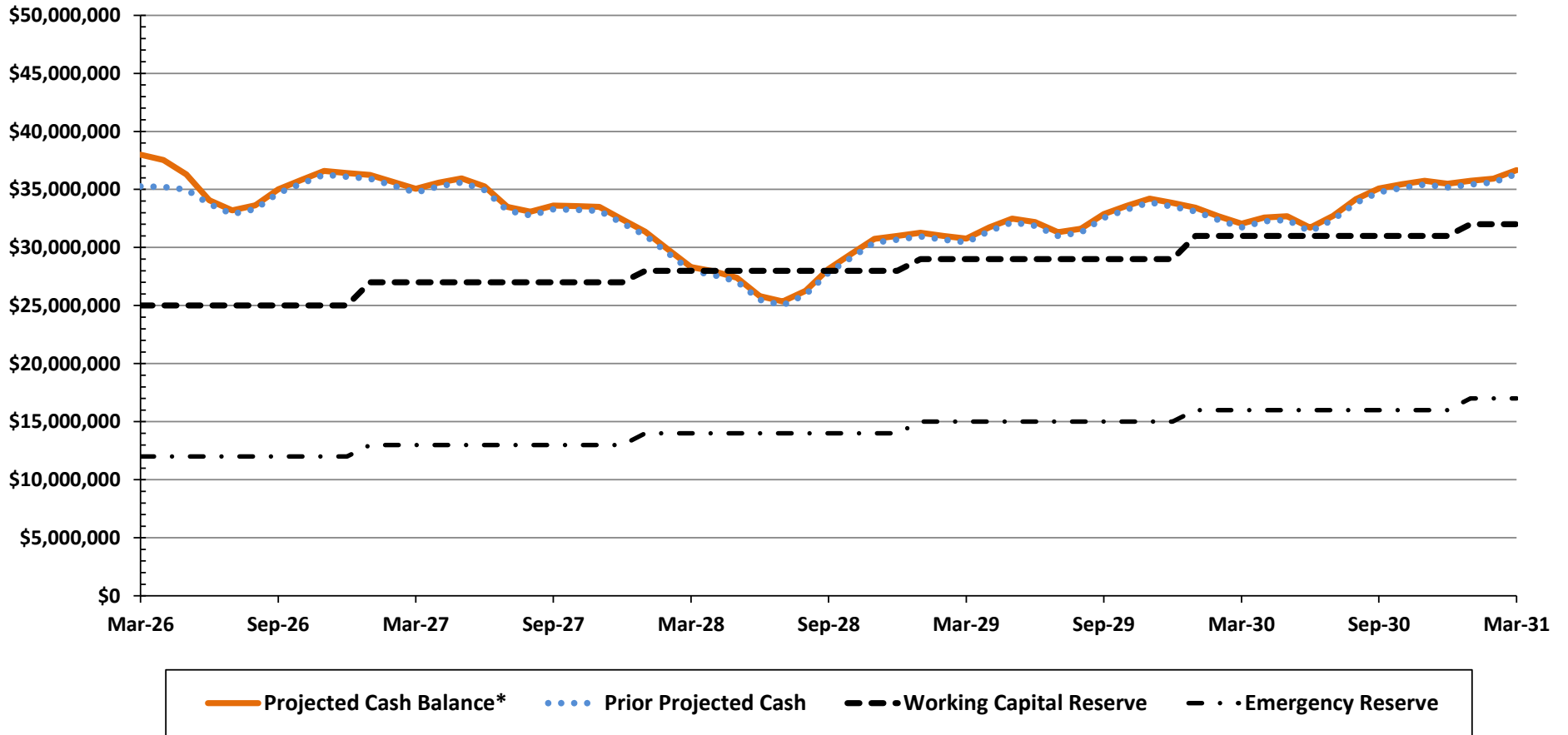
Notes:

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

Vista Irrigation District
SECURITIES DETAIL
March 31, 2026

Issuer	Investment Type	Interest Rate	Maturity Date	Days to Maturity	Maturity Value	Cost	Market Value	Unrealized Gain
U.S. Treasury	Treasury Bill	3.989%	04/16/26	16	\$ 850,000	\$ 817,169	\$ 848,646	\$ 31,476
U.S. Treasury	Treasury Bill	4.107%	05/14/26	44	850,000	816,224	846,280	30,057
U.S. Treasury	Treasury Bill	4.118%	06/11/26	72	850,000	816,138	843,972	27,834
U.S. Treasury	Treasury Bill	4.102%	07/09/26	100	850,000	816,267	841,616	25,350
U.S. Treasury	Treasury Bill	3.924%	08/06/26	128	850,000	817,685	839,329	21,644
U.S. Treasury	Treasury Bill	3.817%	09/03/26	156	850,000	818,544	836,994	18,450
U.S. Treasury	Treasury Bill	3.688%	10/01/26	184	850,000	819,576	834,639	15,063
U.S. Treasury	Treasury Bill	3.587%	10/29/26	212	850,000	820,392	832,449	12,057
U.S. Treasury	Treasury Bill	3.603%	11/27/26	241	850,000	820,263	830,245	9,981
U.S. Treasury	Treasury Bill	3.517%	12/24/26	268	850,000	821,031	828,094	7,063
U.S. Treasury	Treasury Bill	3.528%	01/21/27	296	850,000	820,865	825,943	5,078
U.S. Treasury	Treasury Bill	3.480%	02/18/27	324	850,000	821,252	823,479	2,227
U.S. Treasury	Treasury Bill	3.630%	03/18/27	352	850,000	820,048	821,146	1,097
		<u>3.776%</u>		<u>184</u>	<u>\$ 11,050,000</u>	<u>\$ 10,645,454</u>	<u>\$ 10,852,832</u>	<u>\$ 207,377</u>

**Vista Irrigation District
CASH FLOW PROJECTION
through March 2031**



Emergency Reserve	\$12 million
Working Capital Reserve	<u>\$13 million</u>
Total Reserves	\$25 million

*Projected Cash Balance includes revenue from new water rates beginning in March 2026 and the use of proceeds from debt beginning in July 2028. The first debt financing is estimated to be \$65 million, and the proceeds will be used from July 2028 to February 2031 (projected). The use of debt financing proceeds are restricted and can only be used to fund capital projects identified in the financing instruments. Debt financing proceeds are only shown in this cashflow when needed/used to fund specific capital projects.



Cash Disbursement Report
Payment Date 04/02/2026 - 04/29/2026

Payment Number	Payment Date	Vendor	Description	Amount
79584	04/08/2026	Refund Check 79584	Customer Refund	281.99
79585	04/08/2026	Refund Check 79585	Customer Refund	382.84
79586	04/08/2026	ACWA/JPIA	Medical & Dental 05/2026 - Cobra	71.03
	04/08/2026		Medical & Dental 05/2026 - Cobra	995.17
	04/08/2026		Medical & Dental 05/2026 - Cobra	136.08
	04/08/2026		Medical & Dental 05/2026 - Cobra	126.45
	04/08/2026		Medical & Dental 05/2026 - Cobra	71.03
	04/08/2026		Medical & Dental 05/2026 - Cobra	71.03
	04/08/2026		Medical & Dental 05/2026 - Cobra	5,148.85
	04/08/2026		Medical & Dental 05/2026 - Cobra	71.03
	04/08/2026		Medical & Dental 05/2026 - Cobra	34.60
	04/08/2026		Medical & Dental 05/2026 - Employees	198,794.62
	04/08/2026		Medical & Dental 05/2026 - Retirees	44,284.58
	04/08/2026		Medical & Dental 05/2026 - J Mackenzie	2,061.37
	04/08/2026		Medical & Dental 05/2026 - P Kuchinsky	2,061.37
	04/08/2026		Medical & Dental 05/2026 - M Miller	2,061.37
	04/08/2026		Medical & Dental 05/2026 - P Sanchez	2,061.37
79587	04/08/2026		Workers Compensation 01/01/2026 - 03/31/2026	34,872.66
79588	04/08/2026	AC Plumbing	Meter Tie Backs (3)	4,300.00
79589	04/08/2026	Amazon Capital Services	Molded Floor Mats - Truck #38	82.80
	04/08/2026		Warehouse Non-Stock Item	140.67
	04/08/2026		Warehouse Non-Stock Items	245.61
	04/08/2026		Warehouse Non-Stock Items	514.58
	04/08/2026		Warehouse Non-Stock Items	205.66
	04/08/2026		Molded Floor Mat's - Truck#36	98.50
	04/08/2026		MIC - Board Room	439.88
	04/08/2026		Cell Phone Case	9.41
79590	04/08/2026	Boot Barn Inc	Footwear Program	180.00
	04/08/2026		Footwear Program	161.01
	04/08/2026		Footwear Program	174.81
	04/08/2026		Footwear Program	180.00
	04/08/2026		Footwear Program	171.00
	04/08/2026		Footwear Program	165.61
	04/08/2026		Footwear Program	180.00
79591	04/08/2026	Boot World Inc	Footwear Program	175.34
	04/08/2026		Footwear Program	173.88
79592	04/08/2026	Cecilia's Safety Service Inc	Traffic Control - Cassou Meadows Rd / Buena Creek	6,032.50
	04/08/2026		Traffic Control - Cypress Dr	1,615.00
	04/08/2026		Traffic Control - Lyon Circle	2,707.50
	04/08/2026		Traffic Control - W Vista Way	1,330.00
	04/08/2026		Traffic Control - Doris Jean Pl.	2,850.00
79593	04/08/2026	Citi Cards	Backup Phone System	27.45
	04/08/2026		E Fax	15.50
	04/08/2026		Microsoft Azure	503.18
79594	04/08/2026	Clinical Lab of San Bernardino Inc	Stage II DBR Sample (1st QTR)	1,200.00
79595	04/08/2026	Core & Main	8" High Deflection Couplings (8)	1,189.04
79596	04/08/2026	Department of Water Resources	Henshaw Dam Fee 26/27	21,635.00
79597	04/08/2026	Ferguson Waterworks	Gasket 2" Meter Flg HP Drop In (50)	855.18
79598	04/08/2026	Fidelity Security Life Insurance Co (EyeMed)	Vision Cobra Insurance 04/2026	14.24
	04/08/2026		Vision Cobra Insurance 04/2026	14.24
	04/08/2026		Vision Cobra Insurance 04/2026	28.48

	04/08/2026		Vision Cobra Insurance 04/2026	8.78
	04/08/2026		Vision Cobra Insurance 04/2026	8.78
	04/08/2026		Vision Cobra Insurance 04/2026	14.24
	04/08/2026		Vision Cobra Insurance 04/2026	56.96
	04/08/2026		Vision Cobra Insurance 04/2026	63.82
	04/08/2026		Vision Center 04/2026 - Employees	1,558.66
	04/08/2026		Vision Center 04/2026 - P Sanchez	14.24
	04/08/2026		Vision Center 04/2026 - J Mackenzie	14.24
	04/08/2026		Vision Center 04/2026 - P Kuchinsky	14.24
	04/08/2026		Vision Center 04/2026 - M Miller	14.24
79599	04/08/2026	Frank & Son Paving, Inc	Patch Paving	23,208.00
79600	04/08/2026	Heritage Pool Supply	CLZ Deodar Reservoir	49.45
	04/08/2026		5 Gallon Bucket (8)	41.14
79601	04/08/2026	Home Depot Credit Services	Bender Board For Form Material	32.44
	04/08/2026		Form Material For Splash Pads	43.08
	04/08/2026		Shelving For Carpenter Shop	237.07
	04/08/2026		1/8 Inch Cable - Truck #72	25.94
	04/08/2026		Paint MD Res Railing	80.47
	04/08/2026		Sealant For MD Reservoir Roof	338.22
	04/08/2026		Sump Pump	178.57
	04/08/2026		Sealant For MD Reservoir Roof	339.78
	04/08/2026		Credit For Roof Sealant	(218.58)
	04/08/2026		Sealant For MD Reservoir Roof	577.77
	04/08/2026		Window Blinds For Road House	509.25
	04/08/2026		Electrical Conduit For Well #3 - RWS	29.35
	04/08/2026		Batteries For Power Tools	604.04
	04/08/2026		Tool For Trucks	345.88
	04/08/2026		Lids For Dechlor Buckets	51.79
	04/08/2026		Electrical Supplies	219.33
	04/08/2026		SCADA/Eletrical Supplies For Stock	257.68
	04/08/2026		Supplies For E305 WQ Stations	6.73
	04/08/2026		Supplies For E305 WQ Stations	59.29
	04/08/2026		Concrete 60lb bag (50)	770.19
	04/08/2026		Concrete Rapid Set 60lb bag (168)	887.66
79602	04/08/2026	Mallory Safety and Supply, LLC	Jacket Rain MED (2)	274.96
	04/08/2026		Jacket Rain XL	137.48
	04/08/2026		Boots 10 Knee-high Steel Toe (3)	68.22
	04/08/2026		Vest Lime Hi-Viz XL (2)	31.93
	04/08/2026		Vest Lime Hi-Viz 2XL (2)	31.93
	04/08/2026		Boots 11 Knee-high Steel Toe	22.73
	04/08/2026		Boots 12 Knee-high Steel Toe	22.73
	04/08/2026		Vest Lime Hi-Viz MED	15.97
	04/08/2026		Pant Rain XL	134.23
	04/08/2026		TINGL-31261-7 BT 15IN PVC Composite Toe Cleated Co	22.73
	04/08/2026		Vest Lime Hi-Viz MED (7)	111.78
	04/08/2026		Vest Lime Hi-Viz LG (5)	79.83
	04/08/2026		Vest Lime Hi-Viz 2XL (3)	47.90
79603	04/08/2026	Moodys	Dump Fees (4)	1,200.00
	04/08/2026		Dump Fees (4)	1,200.00
79604	04/08/2026	VelocityEHS	MSDS Online Subscription Renewal 05/2026 - 05/2028	3,568.95
79605	04/08/2026	Toyota of Escondido	Seat Spring & Frame Assembly - Truck#29	943.88
79606	04/08/2026	NAPA Auto Parts	Air / Oil / Fuel Filters	108.64
	04/08/2026		Booster Cable's - Truck#40	156.12
	04/08/2026		Air Filter / Oil Filter - Truck #65	50.90
79607	04/08/2026	North County Auto Parts	Degreasing Fluid	315.55
79608	04/08/2026	Pacific Pipeline Supply	Compression Angle Stops	1,936.00
79609	04/08/2026	Quadient Finance USA, Inc	Postage Meter Refill	2,500.00
79610	04/08/2026	Red Wing Shoe Store	Footwear Program	257.20

79611	04/08/2026	Right-of-Way Engineering Services, Inc	Robinhood Main Line Replacement - (T.O 26-03)	1,840.00
	04/08/2026		Robinhood Main Line Replacement - (T.O 26-04)	2,600.00
79612	04/08/2026	San Diego Gas & Electric	Electric 03/2026 - Henshaw Power Buildings & Grounds / Wellfield	23,008.92
79613	04/08/2026	Santa Fe Car Wash	Car Washes (25)	325.00
79614	04/08/2026	Spok, Inc	Pagers	51.51
79615	04/08/2026	Shred-it	Shredding Service	217.81
79616	04/08/2026	Stillwater Sciences	As-Needed HAB's Consulting 02/02/2026 - 03/01/2026	6,901.44
79617	04/08/2026	The UPS Store 0971	Shipping 03/2026 - HAB's	1,203.22
79618	04/08/2026	Tifco Industries	Split Loom High Temp	111.67
79619	04/08/2026	Bend Genetics, LLC	Lab Analysis - HAB's Samples	1,220.00
79620	04/08/2026	Umpqua Bank	New Steel 3 Sided Storage Shed Kit	5,843.76
	04/08/2026		CA-NV AWWA	420.00
	04/08/2026		CA-NV AWWA	420.00
	04/08/2026		Treatment Exam Prep Course	475.00
	04/08/2026		Treatment Exam Prep Course	475.00
	04/08/2026		CA-NV AWWA	420.00
	04/08/2026		CA-NV AWWA	420.00
	04/08/2026		PSHRA Chapter Membership	50.00
	04/08/2026		Safety Training Refreshments	210.65
	04/08/2026		Safety Training Refreshments	207.03
	04/08/2026		Safety Training Refreshments	199.90
	04/08/2026		Safety Training Refreshments - Space Awareness	63.57
	04/08/2026		Ergonomic Office Chairs (3)	3,033.28
	04/08/2026		CSMFO Conference	292.35
79621	04/08/2026	UniFirst Corporation	Uniform Service	251.54
	04/08/2026		New Steel 3 Sided Storage Shed Kit	254.95
79622	04/08/2026	Weck Laboratories, Inc	RWS - Well #3	88.40
79623	04/08/2026	TS Industrial Supply	GRI-16CTDSKR5-3-1/4" X 9-GAUGE 16-PENNY VINYL COAT	51.27
	04/08/2026		JOH-4720L LARGE BROWN CUFF SAFTY WORK GLOVE (24)	246.33
	04/08/2026		TYT-VT2100413P-413P 2INX100FT BLACK PIPE WRAP (48)	441.79
	04/08/2026		RAD-64000450-7-3/4IN STAINLESS WIRE BRUSH 006 (20)	62.95
	04/08/2026		INT-602- 3/4 X 60FT 7-MIL ELECTRICAL TAPE (40)	80.93
	04/08/2026		AER-710 WHITE STRIPING PAINT (24)	216.15
	04/08/2026		SEA-398-DUCT -TAPE-2 X 60YD Duct Tape (5)	86.60
	04/08/2026		DIX-2X4X12W-WOOD WEDGE 2 X 4 X 12L (90)	194.85
	04/08/2026		AER-770-BLACK STRIPING PAINT (24)	216.15
	04/08/2026		HUB-100015-5" 40D BRITE COMMON NAILS 50LB BOX	149.88
	04/08/2026		AER-254 BLUE CONSTRUCTION MARKING PAINT 20oz (24)	146.53
	04/08/2026		AER-750 BLUE STRIPING PAINT (12)	108.08
	04/08/2026		Wrench Magnum 1.25" One Hand (6)	1,109.87
	04/08/2026		Towel Wypall X80 (12)	854.14
	04/08/2026		Blade 14" Diamond Concrete (3)	716.11
	04/08/2026		Head Lights (5)	288.38
	04/08/2026		Lifter SS 36" Meter Lid (2)	109.11
	04/08/2026		Cutter 1/8" to 1 5/8" Ridgid #RC-1625 PVC (2)	231.87
	04/08/2026		Gloves Thickster Nitrile LG 100 per box (10)	281.45
	04/08/2026		Probe Soil 3/8"x4' SSP 400 SS (5)	484.92
	04/08/2026		Wrench Cresent 15" Adjustable	114.04
	04/08/2026		Wrench 12" Pipe	50.39
	04/08/2026		Sling Lifting 2"x8' Heavy Duty (2)	82.96
	04/08/2026		Wrench 18" Pipe	80.59
	04/08/2026		Sling Lifting 2"x6' Heavy Duty (2)	68.05
	04/08/2026		Measuring Tape Holder 25' (2)	50.55
	04/08/2026		Measuring Tape 25' Engineering (7)	182.16
	04/08/2026		Poly Sprayer 1 gallon	95.34
	04/08/2026		Abrasive Mesh Roll 180G (5)	134.77
	04/08/2026		Shovel Spade (4)	173.06
	04/08/2026		Wrench 1 5/16" Combination	90.17

	04/08/2026		Hat Hard Full Brim with Ratchet Head Gear (8)	262.05
79624	04/08/2026	Xerox Corporation	Xerox Supplies & Maintenance	408.79
	04/08/2026		Xerox Supplies & Maintenance	273.96
79625	04/15/2026	Refund Check 79625	Customer Refund	183.82
79626	04/15/2026	Refund Check 79626	Customer Refund	673.73
79627	04/15/2026	Refund Check 79627	Customer Refund	349.58
79628	04/15/2026	Refund Check 79628	Customer Refund - Construction Meter Deposit	1,193.76
79629	04/15/2026	ACWA/JPIA	Property Insurance 04/01/2026 - 03/31/2027	111,809.04
79630	04/15/2026	Escondido Metal Supply	Parts/Materials - Deodar Reservoir / STA #4	1,067.48
79631	04/15/2026	Amazon Capital Services	Cover for Owl Camera	17.31
	04/15/2026		Universal Socket Adapters	198.33
	04/15/2026		Stand up Desk Support	281.44
79632	04/15/2026	Shadowridge Auto Service	Check Engine Light - Truck #16	1,071.98
79633	04/15/2026	BAVCO	Back Flow Gauge Service & Calibration	562.38
79634	04/15/2026	California Department of Tax and Fee Administration	Jan - Mar 2026 Use Tax Return	688.00
79635	04/15/2026	Cecilia's Safety Service Inc	Traffic Control - Via Camellia	2,565.00
	04/15/2026		Traffic Control - Ricebird rd	2,707.50
	04/15/2026		Traffic Control - Via Teresa	1,330.00
	04/15/2026		Traffic Control - Via Teresa	1,330.00
79636	04/15/2026	City of Oceanside	Weese Treatment - March 2026	3,839.40
79637	04/15/2026	City of San Diego	Service Level Agreement for AED	175.00
79638	04/15/2026	City of Vista	Permit Fee 01/01/2026 - 03/31/2026	11,397.42
79639	04/15/2026	CleanCapital HC4 Borrower LLC	Solar Energy 03/2026	7,596.98
79640	04/15/2026	Complete Office of California, Inc	Office Supplies	69.78
79641	04/15/2026	Core & Main	Fire Hydrant LB400 Check Valve (2)	3,951.13
79642	04/15/2026	Direct Energy	Electric 03/2026 - VID Headquarters	1,969.77
79643	04/15/2026	EDCO Waste & Recycling Services Inc	Trash Service	498.24
	04/15/2026		Trash Service	488.04
	04/15/2026		Trash Service	1,618.04
79644	04/15/2026	Grainger	Belt For Back Gate Motor	25.49
79645	04/15/2026	Hach Company	Lab Supplies	955.06
79646	04/15/2026	D-Tek Enterprises, Inc	Live Bee Removal (1) - Lakeview	110.00
79647	04/15/2026	Hi-Line Inc	Cable Ties, Connectors, Capscrews	352.01
79648	04/15/2026	HydroPro Solutions	Replacement 6-Inch Meter	4,608.43
79649	04/15/2026	Inland Kenworth (US) Inc	Def Diesel Exhaust Fluid	151.40
79650	04/15/2026	K&M Pest Control	Monthly Pest Control	200.00
79651	04/15/2026	Moody's	Dump Fees (4)	1,200.00
79652	04/15/2026	North County Auto Parts	Shop Supplies Oil & Chemicals	636.74
79653	04/15/2026	North County Rebuilders	Starter Motor & Kohler Engines - Truck's #65 & #85	182.94
79654	04/15/2026	O'Reilly Auto Parts	Front Brake Job - Truck #40	363.29
	04/15/2026		Caliper	57.36
	04/15/2026		Battery - Truck #11	255.29
79655	04/15/2026	Pacific Pipeline Supply	Fire Hydrant LB400 Check Valve (5)	10,419.07
	04/15/2026		8" Flanged Coupling Adapter	830.34
79656	04/15/2026	Pacific Safety Center	Safety Training - March (25)	1,435.00
79657	04/15/2026	Paychex of New York LLC	Onboarding/Recruiting/Flex Service 04/2026	812.50
79658	04/15/2026	Save Our Heritage Organisation	WCRH Operating Costs Q2 04/2026 - 06/2026	3,000.00
79659	04/15/2026	Southern Counties Lubricants, LLC	Fuel 03/16/2026 - 03/31/2026	10,752.13
79660	04/15/2026	Bend Genetics, LLC	Lab Analysis - HAB's Samples	855.00
79661	04/15/2026	The San Diego Union-Tribune LLC	Public Hearing Notice - Board Mtg	1,137.45
79662	04/15/2026	Vista Printing	Business Cards	264.80
79663	04/22/2026	A-1 Irrigation, Inc	Bag Fogger	18.31
79664	04/22/2026	AK Security Alarm, LLC	Alarm Monitoring	120.00
79665	04/22/2026	Amazon Capital Services	Refund For Chainsaw Bar	(171.56)
	04/22/2026		Bar Oil, Weed Whipstring, Chain Sharpener	402.84
	04/22/2026		Warehouse Non-Stock Items	260.77
79666	04/22/2026	AT&T	9391013680/CALNET 03/13/2026 - 04/12/2026 Phones	2,020.70
79666	04/22/2026		9391060230/CALNET 03/13/2026 - 04/12/2026 Tel Con	5.49

79667	04/22/2026	BHA Inc	Annual Survey - Henshaw Dam	400.00
79668	04/22/2026	Brett Hodgkiss	Reimb - Lake Henshaw/Warner Ranch Inspection Tour	215.00
79669	04/22/2026	Cecilia's Safety Service Inc	Traffic Control - Buena Creek Rd	950.00
	04/22/2026		Traffic Control - Rancho Vista Rd	2,897.50
79670	04/22/2026	CoreLogic Solutions Inc	RealQuest Online Service 03/2026	327.82
79671	04/22/2026	Diamond Environmental Services	Portable Restroom Service	133.71
	04/22/2026		Portable Restroom Service	83.42
	04/22/2026		Portable Restroom Service	563.24
79672	04/22/2026	Direct Energy	Electric 03/2026 - T & D / Cathodic Protect / Pump Stations	9,114.75
79673	04/22/2026	E Source Companies LLC	Water Loss Audit	2,250.00
79674	04/22/2026	Ferguson Waterworks	Service Saddle 4x1 PVC	164.22
	04/22/2026		Clamp 1x6 Repair Full Circle Copper SS Romac SCC 1	108.85
	04/22/2026		Gate Valve 6" POxFL R/W (3)	3,261.79
	04/22/2026		Tubing 1" Copper Soft 60' (200)	3,002.86
	04/22/2026		Nut Bolt Gasket Kit 4" (4" gasket) (21)	287.57
	04/22/2026		Gate Valve 8" POxFL R/W	1,732.22
	04/22/2026		Gate Valve 6" FL R/W	1,061.93
	04/22/2026		Nut Bolt Gasket Kit 3" (3" gasket) (17)	98.45
	04/22/2026		Angle Ball Mtr Valve1"Flare Swl Mtr Nut (15)	2,612.61
	04/22/2026		MB24259NG LF 1 IPS COMP ANG MTR BV (10)	1,829.21
79675	04/22/2026	GoTo Technologies USA, LLC	GoTo Phone System	2,184.65
79676	04/22/2026	Grainger	Tube Bender For Regulators	52.51
79677	04/22/2026	D-Tek Enterprises, Inc	Live Bee Removal - Woodland	110.00
	04/22/2026		Live Bee Removal - Corner Vista Grande	110.00
	04/22/2026		Live Bee Removal - Anza	110.00
	04/22/2026		Live Bee Removal - Robinhood (Remove From Pump House Well)	1,200.00
	04/22/2026		Live Bee Removal - Barbara	110.00
79678	04/22/2026	HydroPro Solutions	3" Replacement Meter	2,447.96
79679	04/22/2026	InfoSend Inc	Mailing Service / Data Processing - 03/2026	15,697.00
	04/22/2026		Backflow Notices	1,560.88
	04/22/2026		Support & Storage 03/2026	1,825.74
79680	04/22/2026	Inland Kenworth (US) Inc	PTO Repair / Pump Replacement - Truck #72	4,023.45
	04/22/2026		Battery - Truck #26	(109.61)
79681	04/22/2026	Jo MacKenzie	Reimbursement CSDA Travel Expenses 04/2026	1,294.35
79682	04/22/2026	Jan-Pro of San Diego	Janitorial Service 04/2026	4,497.00
79683	04/22/2026	Leon Perrault Trucking & Materials	Trucking & Material 03/2026	35,235.75
79684	04/22/2026	Liebert Cassidy Whitmore	Legal Service	48.50
	04/22/2026		Legal Service	582.00
79685	04/22/2026	Lightning Messenger Express	Messenger Service 03/16/2026 - 03/31/2026	96.00
	04/22/2026		Messenger Service 04/01/2026 - 04/15/2026	96.00
79686	04/22/2026	McMaster-Carr Supply Company	3 x 2 Brass Bushing / 2.5 x 2 Brass Bushing	322.98
79687	04/22/2026	Return To Work Partners	Disability Consulting Services	2,040.00
79688	04/22/2026	Moody's	Dump Fees (12)	3,600.00
79689	04/22/2026	Mutual of Omaha	LTD/STD/Life Insurance 05/2026	7,734.13
79690	04/22/2026	Toyota of Escondido	Bench Seat Spring - Truck #29	916.39
79691	04/22/2026	North County Industrial Park	Monthly Association Dues 05/2026	1,154.00
79692	04/22/2026	O'Reilly Auto Parts	Battery For Expedition - Truck #36	255.29
79693	04/22/2026	Pacific Pipeline Supply	Clamp1x6Repair Full Circle Orangeberg SS Romac (3)	198.11
79694	04/22/2026	Powerland Equipment, Inc	Mower Blades (3)	93.29
	04/22/2026		Pre Mix Oil	102.15
	04/22/2026		Weed Whips (2) / Mowing Head (2)	1,316.23
	04/22/2026		Pole Saw Bushing	21.97
79695	04/22/2026	Ramco Petroleum	Fuel	2,733.38
79696	04/22/2026	San Diego Friction Products	Light Bars - Trucks #61 & #62	4,266.37
79697	04/22/2026	San Diego Gas & Electric	Electric 03/2026 - Cathodic Protection & TD / Pump Stations	19,524.75
79698	04/22/2026	SiteOne Landscape Supply, LLC	Trench Shovels	112.54
79699	04/22/2026	Southern Counties Lubricants, LLC	Fuel 04/01/2026 - 04/15/2026	7,300.50
79700	04/22/2026	Sunbelt Rentals	Concrete Saw Rental	379.54

79701	04/22/2026	Underground Service Alert of Southern California	Safe Excavation Board Fees	161.38
	04/22/2026		New DigAlert Tickets 03/2026	713.05
79702	04/22/2026	UniFirst Corporation	Uniform Service	254.18
79703	04/22/2026	Westturf Landscape Management Inc	Landscape Service	2,925.00
79704	04/22/2026	Xerox Corporation	Xerox Supplies & Maintenance	340.72
79705	04/29/2026	A-1 Irrigation, Inc	Cable & Clips - Algae Tracker	39.41
79706	04/29/2026	Amazon Capital Services	Credit For Office Supplies	(13.47)
	04/29/2026		Office Supplies	112.65
	04/29/2026		CP4 Pump Disaster Prevention Kit-Truck's #65, 75, 85	1,299.00
	04/29/2026		Rack Shelf For Network Equipment	43.29
	04/29/2026		Ice Packs - Shipping HABs Samples	35.61
	04/29/2026		SGC Cam Backup Quarterly	214.34
	04/29/2026		Ice Packs For Shipping of HABs Samples	44.10
79707	04/29/2026	Answering Service Care, LLC	Answering Service	481.00
79708	04/29/2026	BSK Associates	PFAS - Henshaw Wells & lake Samples	2,120.00
79709	04/29/2026	Burke, Williams & Sorensen, LLP	Legal - General 03/2026	4,781.00
	04/29/2026		Legal Misc Claims 03/2026	8,100.40
	04/29/2026		Legal - General 03/2026	8,757.60
79710	04/29/2026	California Department of Forestry & Fire Protection DAO	Clearing Spillway & Fuel Reduction	2,237.15
	04/29/2026		Fuel Reduction Below Weir	2,684.58
79711	04/29/2026	CDW Government Inc	Year 1 - VMWARE Foundations	20,080.80
79712	04/29/2026	Cecilia's Safety Service Inc	Traffic Control - N Santa Fe Ave	760.00
	04/29/2026		Traffic Control - La Rueda	2,470.00
	04/29/2026		Traffic Control - Monte Vista Dr.	855.00
	04/29/2026		Traffic Control - N Citrus Ave / E California Ave	2,802.50
79713	04/29/2026	Charbel Merhi	1st Place Award - Water Awareness Calendar Contest	100.00
79714	04/29/2026	City Of Escondido	Escondido Canal 01/2026 - 03/2026	128,798.50
	04/29/2026		Bear Valley Power Plant FY2026	7,430.00
79715	04/29/2026	DIRECTV	Direct TV Service	129.99
79716	04/29/2026	D & H Water Systems, Inc	Depolox Cable (2)	364.02
79717	04/29/2026	Dudek	MW and Twin Oaks Benches Weed Abatement	7,740.00
	04/29/2026		Borden Bench Weed Abatement	7,515.00
79718	04/29/2026	Electrical Sales Inc	Elec. Meter Panel & Brakers For Well #3 Henshaw	4,179.09
79719	04/29/2026	Ferguson Waterworks	C/A - VAL Reg Parts	5,407.43
	04/29/2026		6" PIPE RESTRAINER W/ T-BOLT (7)	325.07
	04/29/2026		6" GASKET FOR NB&G SET (300)	818.37
	04/29/2026		8" PIPE RESTRAINER W/ T-BOLT (7)	542.02
	04/29/2026		6" PUSH ON RUBBER GASKET (50)	514.19
	04/29/2026		1" GASKET 1/8" THICK (FOR BALL VALVE) (300)	116.91
	04/29/2026		3" GASKET FOR NB&G SET (100)	106.09
	04/29/2026		Lid 8" Slotted Valve (VID) (320)	15,515.26
	04/29/2026		Coupling 10" Macro 2 Bolt (3)	1,938.11
	04/29/2026		Coupling 4" Macro	312.63
	04/29/2026		Coupling 6" Macro (15)	6,186.49
	04/29/2026		Coupling 8" Macro (6)	2,803.24
	04/29/2026		Nut Bolt Gasket Kit 3" (3" gasket) (15)	86.87
	04/29/2026		Nut Bolt Gasket Kit 4" (4" gasket) (10)	136.94
	04/29/2026		Fire Hydrant Spool 6x6 DI	173.20
	04/29/2026		Flange 6" SOW 8-hole (9)	352.68
	04/29/2026		Coupling 8" Repair PVC C900 (3)	437.76
	04/29/2026		Flange 3" SOW (4)	80.97
	04/29/2026		Visqueen Black 20'x100'x.006 (4)	645.17
	04/29/2026		Gate Valve 6" FL R/W (2)	2,088.47
	04/29/2026		Adapter 6" DI POxFL (8)	1,947.63
	04/29/2026		Pipe 8" PVC DR-14 C900 (40)	864.27
	04/29/2026		Fire Hydrant Spool 6x18 DI (2)	519.60
	04/29/2026		Flange 6" SOW 6-hole (13)	703.63
	04/29/2026		Nut Bolt Gasket Kit 6"-8" (6" gasket) 3/4x3 1/4 (42)	668.34

	04/29/2026		Fire Hydrant Spool 6x24 DI (2)	630.23
79720	04/29/2026	Grainger	Electrical Safety Gloves (6)	704.32
79721	04/29/2026	Hach Company	Lab Supplies	302.45
79722	04/29/2026	D-Tek Enterprises, Inc	Live Bee Removal - Blue Bird Canyon	110.00
	04/29/2026		Live Bee Removal - Mossberg	110.00
79723	04/29/2026	Hi-Line Inc	DOT Air Fittings Cap Screws & Cable Tie's	212.10
79724	04/29/2026	Hoch Consulting	Grant Research 03/05/2026 - 04/03/2026	3,676.25
79725	04/29/2026	Jackson & Blanc	Quarterly HVCA Maintenance 04/01/2026 - 06/30/2026	4,085.50
79726	04/29/2026	K2 Calibrations LLC	Factory Referbish & Calibrate Air Monitor	862.34
79727	04/29/2026	Lawnmowers Plus Inc	Concrete Chain Saw	2,453.39
79728	04/29/2026	NAPA Auto Parts	Oil Filters (5) / Cabin Air Filters (3)	98.20
79729	04/29/2026	Ramona Disposal Service	Trash Service	359.73
79730	04/29/2026	Riley Semer	2nd Place Award - Water Awareness Calendar Contest	50.00
79731	04/29/2026	Volvo Construction Equipment & Services	Windshield & Weather Strip - #E-2	1,542.36
79732	04/29/2026	San Diego Co Superintendent of Schools	Splash Lab Sponsorship	875.00
79733	04/29/2026	San Diego Gas & Electric	Electric 04/2026 WCHR	19.74
79734	04/29/2026	Specialty Mowing Services, Inc	Mowing Service - Pechstein	4,504.50
	04/29/2026		Mowing Service - Pechstein	4,114.00
79735	04/29/2026	Staples	Gift Cards (3) - Teacher/2026 Calendar Contest	120.00
79736	04/29/2026	State Water Resources Control Board	SWRCB - ELAP Fees	692.25
79737	04/29/2026	Sunbelt Rentals	Fuel Charge	7.36
	04/29/2026		Concrete Saw	339.82
79738	04/29/2026	Sunrise Materials Inc	Straw Wattles	155.88
79739	04/29/2026	Bend Genetics, LLC	Lab Analysis - HABs Samples	855.00
79740	04/29/2026	UniFirst Corporation	Uniform Service	252.50
79741	04/29/2026	Verizon Wireless	Air Cards	152.04
	04/29/2026		Cell Phone 03/16/2026 - 04/15/2026	1,780.24
	04/29/2026		SCADA Remote Access	466.82
79742	04/29/2026	Weck Laboratories, Inc	Well #3 RWS Water Samples	2,950.00
79743	04/29/2026	TS Industrial Supply	AER-254 BLUE CONSTRUCTION MARKING PAINT 200Z (12)	73.26
	04/29/2026		RAD-64000436- 4X19 WOOD HANDLE WIRE BRUSH 14IN (4)	19.50
	04/29/2026		TYV-TY120SWH2X0-2X-LARGE STD WHITE TYVEK (50)	495.88
	04/29/2026		AER-256 RED CONSTRUCTION MARKING (12)	73.26
	04/29/2026		TYT-VT2100413P-413P 2INX100FT BLACK PIPE WRAP (36)	331.34
	04/29/2026		AER-770- BLACK STRIPING PAINT (24)	216.15
	04/29/2026		PRO-34-874-XL-XLARGE 10 G-TEK MAXI FLEX GLOVES(24)	151.22
	04/29/2026		AER-740 ORANGE STRIPING PAINT (12)	108.08
	04/29/2026		AER-710 -WHITE STRIPING PAINT (12)	108.08
	04/29/2026		AER-750 - BLUE STRIPING PAINT (12)	108.08
	04/29/2026		AER-720 YELLOW STRIPING PAINT (12)	108.08
	04/29/2026		AER-222 ORANGE FLUORESCENT MARKING PAINT (12)	91.58
	04/29/2026		PRO-34-874-M MEDIUM 8 G-TEX MAXIFLEX GLOVES (12)	75.57
	04/29/2026		HOW-MAX-1 MAX-1 UNCORDED EAR PLUG 200/BX	47.73
	04/29/2026		JOH-4720M - MEDIUM GREEN CUFF SAFTY GLOVES (24)	246.30
79744	04/29/2026	Xerox Corporation	Xerox Supplies & Maintenance	222.08
79745	04/29/2026	Zoey Watts	3rd Place Award - Water Awareness Calendar Contest	25.00
Grand Total:				1,093,658.42



STAFF REPORT

Agenda Item: 7

Board Meeting Date: May 13, 2026
Prepared By: Sandra Sanchez
Reviewed By: Breona Paz/Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: WATER AWARENESS POSTER CONTEST AWARDS

RECOMMENDATION: Award prizes to the winners of the Water Awareness Poster Contest as follows: 1st place prize of \$100.00 to Charbel Merhi of St. Francis of Assisi School, 2nd place prize of \$50.00 to Riley Semer of St. Francis of Assisi School, and 3rd place prize of \$25.00 to Zoey Watts of Empresa Elementary School.

PRIOR BOARD ACTION: At its May 7, 2025 meeting, the Board awarded prizes to the winners of the Water Awareness Poster Contest as follows: 1st place prize of \$100.00 to Cosette Kennedy of Grapevine Elementary, 2nd place prize of \$50.00 to Brylee Burton-Arner of Lake Elementary School, and 3rd place prize of \$25.00 to Presley Regan of Alamosa Park Elementary School.

FISCAL IMPACT: \$390, including student awards and teacher gift bags.

SUMMARY: A poster contest for fourth graders is sponsored annually by the North County Water Agencies, a group of 13 northern San Diego County water agencies dedicated to promoting water conservation and awareness; this is the 34th year the District has participated in the contest. This year’s theme was “Love Water, Save Water”. The District received 168 entries; a panel made up of three District employees selected the winners based on the theme, quality of artwork, originality, and design.

<u>Place</u>	<u>Student</u>	<u>School</u>	<u>Award</u>
1 st	Charbel Merhi	St. Francis of Assisi School	\$100.00
2 nd	Riley Semer	St. Francis of Assisi School	\$ 50.00
3 rd	Zoey Watts	Empresa Elementary School	\$ 25.00

All three posters will appear in the 2027 Water Awareness Calendar published by the North County Water Agencies. The District’s first place winner’s poster will be featured on the cover or with a month in the calendar, and the second and third place winner’s posters will be shown as thumbnails in the calendar. Teachers of the winning students will receive a gift bag in recognition of their efforts.

ATTACHMENTS: Water Awareness Poster Contest Winners

1st Place– Charbel Merhi



2nd Place- Riley Semer



3rd Place- Zoey Watts





STAFF REPORT

Agenda Item: 8

Board Meeting Date:	May 13, 2026
Prepared By:	Brent Reyes
Reviewed By:	Shallako Goodrick
Approved By:	Brett Hodgkiss

SUBJECT: SCHOLARSHIP CONTEST AWARD PRESENTATIONS

RECOMMENDATION: Award a \$3,000 scholarship to Rahel Chiwai from Mission Vista High School, a \$2,500 scholarship to Taylor Sheridan from Rancho Buena Vista High School, and \$1,000 scholarships to Stephanie Aguilar from Mission Vista High School, Kawai Chau from Rancho Buena Vista High School and Yahir Landeros of Vista High School.

PRIOR BOARD ACTION: At its April 15, 2026 meeting, the Board selected the five winners for the Vista Irrigation District scholarship contest.

FISCAL IMPACT: \$8,500.

SUMMARY REPORT: In December 2025, application packets, which included a brochure for the scholarship contest, were provided to counselors of high schools located within or near the District's jurisdictional boundaries. Follow-up calls and e-mails were made to the counselors to ensure receipt of application materials and inquire as to students' interest in the program; additional scholarship promotional efforts included issuing a news release and promoting the contest on the District's website and the San Diego County Water Authority's Water News Network webpage. Application materials were made available on the District's website.

The District received five eligible applications (two from Rancho Buena Vista, one from Vista and two from Mission Vista) from high school seniors by the February 20, 2026 deadline.

Public Affairs Committee (Committee) members Kuchinsky and Nuñez were the judges for the contest. The Committee reviewed the applications and recommended awarding a \$3,000 scholarship to Rahel Chiwai from Mission Vista High School, a \$2,500 scholarship to Taylor Sheridan from Rancho Buena Vista High School, and \$1,000 scholarships to Stephanie Aguilar from Mission Vista High School, Kawai Chau from Rancho Buena Vista High School and Yahir Landeros of Vista High School. Once enrolled at a college, university or trade school, District staff will forward a check directly to the school on each recipient's behalf.

ATTACHMENTS: Scholarship Award Certificates

SCHOLARSHIP VOUCHER

Rahel Chiwai

has been awarded a

\$3,000.00 Scholarship

from Vista Irrigation District
in recognition of academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Marty Miller, *Board President*

Date

SCHOLARSHIP VOUCHER

Taylor Sheridan

has been awarded a

\$2,500.00 Scholarship

from Vista Irrigation District
in recognition of academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Marty Miller, *Board President*

Date

SCHOLARSHIP VOUCHER

Stephanie Aguilar

has been awarded a

\$1,000.00 Scholarship

from Vista Irrigation District
in recognition of academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Marty Miller, *Board President*

Date

SCHOLARSHIP VOUCHER

Kawai Chau

has been awarded a

\$1,000.00 Scholarship

from Vista Irrigation District
in recognition of academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Marty Miller, *Board President*

Date

SCHOLARSHIP VOUCHER

Yahir Landeros

has been awarded a

\$1,000.00 Scholarship

from Vista Irrigation District
in recognition of academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of acceptance and enrollment as a full-time student.

Marty Miller, *Board President*

Date



STAFF REPORT

Agenda Item: 9

Board Meeting Date: May 13, 2026
Prepared By: Randy Whitmann, Frank Wolinski, Shallako Goodrick and Lesley Dobalian
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

April

- Continued coordinating the development of the District Budget.
- Issued a news release regarding Special Districts Week.
- Began mailing of the Spring 2026 newsletter with water bills.
- Began mailing of customer notice regarding the availability of the Consumer Confidence Report (annual water quality report) on-line beginning July 1, 2026 with water bills.
- Participated in the Alta Vista Botanical Gardens Earth Day event on April 18, 2026.
- Completed recruitments for the Equipment Mechanic and Systems Controls Technician I/II/III positions. Paul Matyn accepted a job offer for the Equipment Mechanic position, and Bryan Lowen accepted a promotion to the Systems Controls Technician I/II/III position.
- Began recruitment for Equipment Operator position.
- Coordinated trench and excavation training for field personnel.

May

- Continue coordinating the development of the District Budget.
- Participate in City of San Marcos Smart Splash Summer Bash event on May 9, 2026.
- Continue recruitment for Equipment Operator position.
- Coordinate CPR/First Aid training for all staff.
- Coordinate line locating theory and practical training for Facilities staff.

OPERATIONS & FIELD SERVICES DIVISION

April

- Water Quality Calls/Incidents for April – received one taste and odor call and one discolored water call. The taste and odor call was attributed to a private plumbing issue, and the discolored water call was related to a system shutdown and was resolved with flushing.
- Inspected and tested 10 new backflow devices that were integrated into the District's cross-connection control program.
- Continued data collection for the 2026 Consumer Confidence Report (CCR).
- Inspected and cleaned Cabrillo Circle (E1) reservoir; repaired to three roof beams.
- Continued weed abatement of District facilities and the Flume.

- Completed mainline replacement of steel and Nipponite AC pipe on Robinhood Road – installed approximately 7,200’ of various sizes of PVC pipe, 26 services and 3 hydrant laterals.
- Continued mainline replacement of steel, Nipponite and non-Nipponite AC pipe on Cassou Road – install approximately 9,500’ of various sizes of PVC pipe, 63 services and 5 hydrant laterals. (approximately 40% complete; full project completion is anticipated in fall 2026).

May

- Continue data collection for the 2026 CCR and submit the draft document to the State Water Resources Control Board for review.
- Continue mainline replacement of steel, Nipponite and non-Nipponite AC pipe on Cassou Road – install approximately 9,500’ of various-size PVC pipe, 63 services and 5 hydrant laterals.
- Continue weed abatement of District facilities and the Flume.

Electrical Energy Use at VID Headquarters

March 2026

Description	Current Month Production	Average of Last 12 Months	Total, Fiscal Year-to-Date
	(kWh)	(kWh)	(kWh)
Solar Production (\$0.21 per kWh)	36,120	26,590	238,180
Power purchased from Direct Energy (\$0.05 per kWh)	11,147	18,360	175,057
TOTAL ELECTRICAL ENERGY USE	47,267	44,950	413,237

ENGINEERING DIVISION

April

- The District has replaced approximately 11.79 miles of Nipponite pipe since 2002 with 4.13 miles remaining as shown below. Replacement of 1.00 miles of Nipponite pipe is currently in design and 0.11 miles is in construction.

Miles of Nipponite Remaining

Diameter	Risk			Total
	High	Medium	Low	
4-inch	0.00	0.33	0.00	0.33
6-inch	0.00	0.10	0.18	0.28
8-inch	0.40	0.24	1.03	1.67
Sub-total	0.40	0.67	1.21	2.28
10-inch	0.28	0.14	0.53	0.95
12-inch	0.00	0.00	0.90	0.90
TOTAL	0.68	0.81	2.64	4.13

- The District has replaced approximately 13,707 feet (2.60 miles) of pipe (steel – 2,797 feet, PVC – 150 feet, non-Nipponite asbestos cement – 5,140 feet and Nipponite – 5,620 feet) in Fiscal Year 2026.
- Pechstein and Pechstein II Reservoir Planning and Design – Dudek submitted final draft of the site master plan report.
- Flume Replacement Pipeline Design – received five proposals (Brown and Caldwell, Hazen and Sawyer, Jacobs, Stantec and Waterworks Engineers) for environmental, engineering and design services to replace the Flume.

- Projects along Flume
 - The Villages – 380 dwelling unit residential subdivision along Country Club Lane, between Nutmeg Street and Pamela Lane in Escondido. Storm drain work along the Jones Siphon, the relocation of an 18-inch transmission main that feeds the Bennett service area and final punch list items have been completed. Project closeout is underway.
 - Nutmeg Homes – 137 dwelling unit residential subdivision along Nutmeg Street between Centre City Parkway and Interstate 15 in Escondido. Project is near complete with the design phase and requires District review and approval of grading, street and utility improvement plans along Nutmeg Street. The project will place additional fill along Nutmeg Street and over approximately 400 feet of the Caldwell Siphon section of the Flume. The District has approved agreements to allow the additional fill, quitclaim the portion of the District’s Flume easement over the property, and participate in the project’s Community Facilities District. Grading plans have been signed and staff is currently working with the developer to finalize their improvement plans.

May

- Mainline Replacement Projects in design (current projects): East AB Line – Esplendido Ave. to Las Posas Rd.; Oro Avo Dr.* and Shale Rock Rd.; Hardell Ln.*; Colavo Dr.*; Richland Rd.*; West AB Line – Esplendido Ave. to Bella Vista Dr.; Alta Vista Dr. and Vale Terrace Dr.; Lado De Loma Dr.*, Eddie Dr., Rancho Vista Rd. and Bandini Pl.; Indiana Ave.* and Broadway; Catalina Ave.*; McGavran Dr. (Total length = 6.26 miles).
- Mainline Replacement Projects in planning (future projects): Estrelita Dr. and Victory Dr.; Oak Dr.* and Plumosa Ave.; Via Christina; Nevada Ave., N. Citrus Ave., Lemon Ave. and Hillside Terrace; Palomar Pl. and Queens Wy.; Nordahl Rd.; Buena Creek Rd.*; Crescent Dr.; Descanso Ave.; Camino Culebra*; San Clemente Ave.*; E. Vista Wy.* (Total length = 6.1 miles).
- Pechstein and Pechstein II Reservoir Planning and Design – begin reviewing final draft of the site master plan report.
- Flume Replacement Pipeline Design – begin reviewing proposals for environmental, engineering and design services to replace the Flume.

*Nipponite pipe

WATER RESOURCES DIVISION

VID Water Production

March 2026

Description	Current Month Production		Average Production Last 12 Months		Total, Fiscal Year-to-Date
	(mgd)	(af)	(mgd)	(af)	(af)
<i>VID's EVWTP Water Production</i>					
Local Water	0.00	0.00	1.74	162.69	751.70
SDCWA Raw Water	14.01	1,332.80	10.18	952.52	8,991.90
Subtotal (EVWTP Water Production)	14.01	1,332.80	11.91	1,115.21	9,743.60
Oceanside Contract Water	0.21	20.00	1.07	98.66	1,072.60
SDCWA Treated Water	0.37	92.60	1.65	154.22	1,388.70
TOTAL WATER PRODUCTION	14.59	1,388.30	14.64	1,368.08	12,204.90

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

Lake Henshaw

Storage as of May 5, 2026:	8,805 af (17% of 51,832 af capacity)
Current releases:	0 cfs
Change in storage for month of March:	418.1 af (gain)
Total releases for month of March:	37.3 af
Fiscal year-to-date rain total:	19.3 inches (May 5, 2026)
Percent of average yearly rain:	84.3% (30-year average: 22.91 inches)
Percent of average year-to-date rain:	84.1% (30-year average through April.: 18.91 in.)

Warner Ranch Wellfield

Number of wells running in March:	11
Total production for month of March:	754 af
Average depth to water table (April):	56 ft (see attached historical water table chart)

April

- Harmful Algal Blooms (HABs)
 - Conducted sampling at Lake Henshaw on April 6 and April 20, 2026; samples were “non-detect” or below the “caution” threshold for microcystin and were all “non-detect” anatoxin-a.
 - Treated Lake Henshaw with peroxide-based algaecide on April 13, 2026; applied lanthanum-modified clay on April 13 through 15, 2026; and treated with peroxide-based algaecide on April 27 through April 28, 2026.
- Attended a California Department of Fish and Wildlife training on watercraft inspection and decontamination to support aquatic invasive species prevention.
- Hosted City of San Diego staff to observe the lanthanum treatment at Lake Henshaw and discuss the District’s HABs treatment program.

May

- HABs
 - Monitor and adaptively manage Lake Henshaw based on weather and lake conditions.
 - Treat Lake Henshaw with peroxide-based algaecide treatments on May 11 through May 12 and May 26 through May 27, 2026.
- Lake Henshaw Resort well – meet with the State Water Resources Control Board Division of Drinking Water staff to discuss water quality sampling results and treatment options for the new well.
- Attend the Navy’s annual landowners’ coordination meeting at the Remote Training Site Warner Springs.

ATTACHMENTS:

- Lake Henshaw Resort, Inc., Activity Reports – February 2026
- VID’s Warner Wellfield – Water Table Depth vs. Monthly Wellfield Production
- Fiscal Year 2026 Budget and Expenses related to HABs
- Tentative HABs Treatment Schedule – April through June 2026

ACHIEVEMENTS – FISCAL YEAR 2026

- Received Project of the Year Award in Structures \$2 million to \$5 million from the American Public Works Association San Diego and Imperial Counties Chapter for the Deodar Reservoir Rehabilitation Project (May 2026).
- Received Outstanding Seismic Retrofit Project award from the American Society of Civil Engineers San Diego Section for the Deodar Reservoir Rehabilitation project (May 2026).

- Completed mainline replacement of steel and Nipponite AC pipe on Robinhood Road – installed approximately 7,200’ of various sizes of PVC pipe, 26 services and 3 hydrant laterals. (April 2026).
- Participated in the Alta Vista Botanical Gardens Earth Day event (April 2026).
- Partnered with Vallecitos Water District on hosting a Landscape Workshop (March 2026).
- Completed mainline replacement of non-Nipponite AC pipe on Royal Road – installed approximately 935’ of various sizes of PVC pipe, 6 services and 1 hydrant lateral (January 2026).
- Received ACWA JPIA President’s Special Recognition Award for having a loss ratio of 20% or less in its Property and Workers’ Compensation programs (December 2025).
- Partnered with Vallecitos Water District on hosting Landscape Workshops (November 2025).
- Updated the District’s Emergency Response Plan (September 2025).
- Completed installing Association of California Water Agencies Joint Powers Insurance Authority grant-funded backup cameras (19) on large trucks (August 2025).
- Completed installing approximately 250 lineal feet of geogrid mesh system to protect the Flume road to Daley Bench (August 2025).
- Received ACWA JPIA Wellness Grant (July 2025).
- Received Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the 18th year (July 2025).

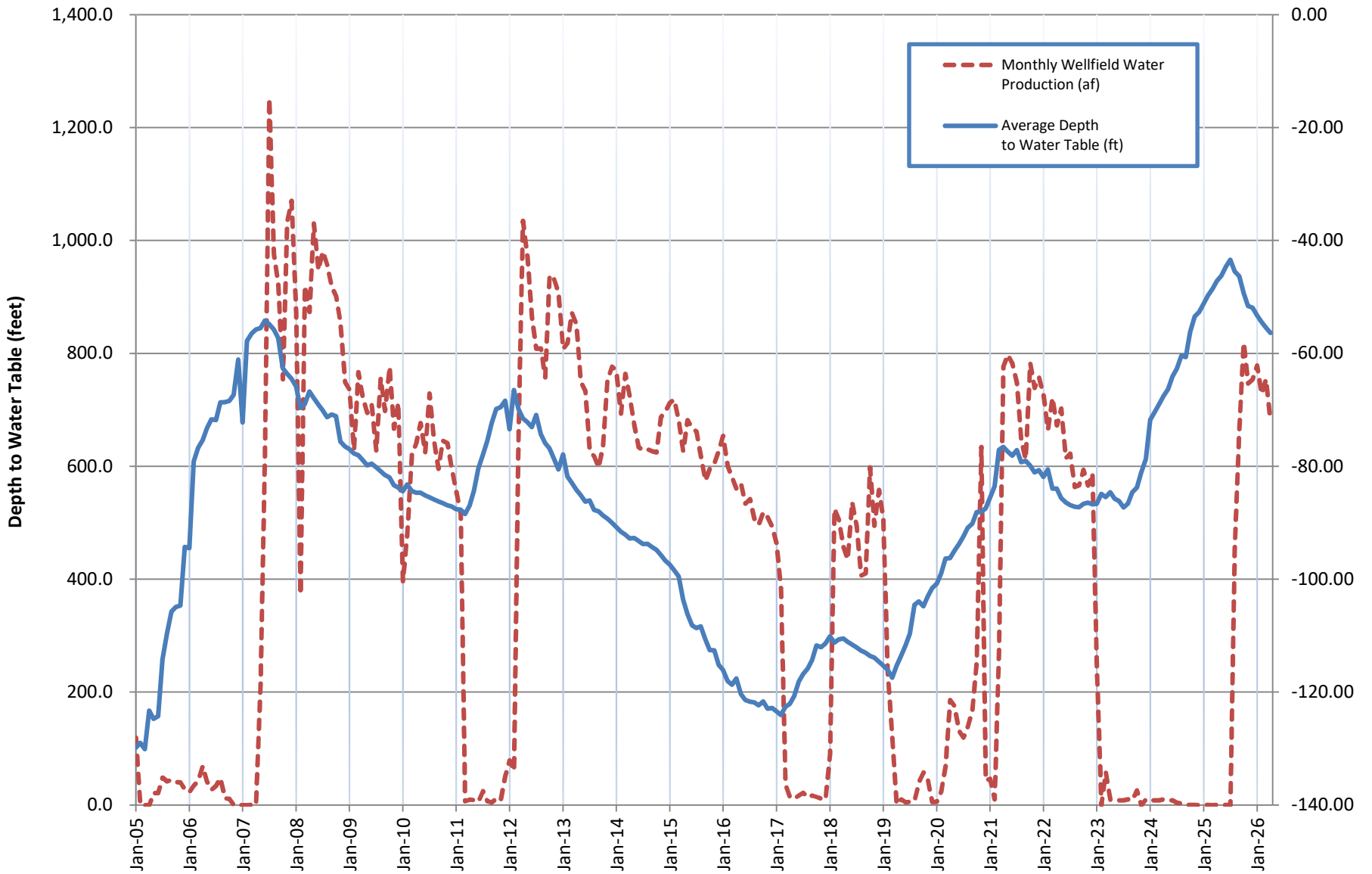


LAKE HENSHAW RESORT, INC.
ACTIVITY REPORT
AS OF February 28, 2026

	2025 Mar	2025 Apr	2025 May	2025 Jun	2025 Jul	2025 Aug	2025 Sep	2025 Oct	2025 Nov	2025 Dec	2026 Jan	2026 Feb	12 MO AVG
Fishing Permits	384	642	754	804	989	1,007	599	691	630	356	233	438	627
Boat Launches	17	48	85	145	174	86	21	86	4	18	15	22	60
Boat Wash	14	27	47	73	74	35	18	19	2	18	15	13	30
Motor Boats (full day rental)	13	23	42	31	25	34	10	16	12	21	12	19	22
Motor Boats (half day rental)	2	1	5	5	7	3	3	4	1	1	0	2	3
Campground/Head Count	42	330	2,134	392	1,613	937	444	323	107	77	37	129	547
Campground/Cars, Trucks, etc.	43	135	1,196	136	579	405	189	113	37	37	19	59	246
Campground/Recreational Vehicles	0	0	0	0	0	0	0	0	8	0	0	0	1
Mobile Home/Spaces	72	74	76	77	77	77	70	70	69	69	71	71	73
M.H.P. (Residents/Head Count)	103	106	108	110	110	110	107	106	107	107	109	104	107
Storage	6	6	6	6	6	6	6	6	6	6	6	6	6
Cabins	169	212	168	126	177	106	74	178	133	178	101	89	143
Hunters	0	0	0	0	0	0	0	0	82	0	0	0	7

VID's Warner Wellfield

Water Table Depth vs. Monthly Wellfield Production



FY 2026 Budget and Expenses related to HABs

as of 5/05/2026

Description		Amount
Water Quality Testing Services & Supplies		
Cyanotoxin/Cyanobacteria Testing - Bend Genetics	\$	91,596
Other Lab Testing	\$	38,231
Sample bottles, misc. supplies & equipment	\$	3,104
Shipping	\$	8,954
Subtotal, approx. total expenses	\$	141,885
VID Portion of approximate expenses	\$	70,942
VID FY 2026 Budget	\$	96,250
Percent of VID Budget		74%
Water Treatment Services & Supplies		
Copper algaecide purchase and application	\$	-
Peroxide algaecide purchase and application	\$	745,983
Lanthanum-modified clay purchase and application	\$	-
Permit fees	\$	7,260
Subtotal, approx. total expenses	\$	753,243
VID Portion of approximate expenses	\$	376,622
VID FY 2026 Budget	\$	805,800
Percent of VID Budget		47%
HABs Consultants		
Subtotal, approx. total expenses	\$	58,500
VID Portion of approximate expenses	\$	29,250.00
VID FY 2026 Budget	\$	30,000
Percent of VID Budget		98%
Oxygenation Pilot Study		
Power	\$	-
Fixed and operational costs	\$	37,244
Subtotal, approx. total expenses	\$	37,244
VID Portion of approximate expenses	\$	18,622
VID FY 2026 Budget	\$	1,019,075
Percent of VID Budget		1.8%
Total VID Expenses, FY 2026 to date	\$	495,436
VID FY 2026 Budget	\$	1,951,125
Percent of VID Budget		25%

Tentative Schedule of Lake Henshaw Treatments - April 2026 through June 2026

Start Date	End Date	Duration (Days)	Days between treatment	Description	Notes	Approximate Cost
Tue, 04/14/2026	Wed, 04/15/2026	2	223	Peroxide Treatment (1.7 ppm)	34,000 lbs	\$ 57,130.20
Tue, 04/15/2026	Wed, 04/16/2026	2		Lanthanum	80,000 lbs	\$ 292,790.00
Tue, 04/28/2026	Wed, 04/29/2026	2	13	Peroxide Treatment (2.4 ppm)	50,000 lbs	\$ 84,015.00
Tue, 05/12/2026	Wed, 05/13/2026	2	13	Peroxide Treatment (3.8 ppm)	80,000 lbs	\$ 134,424.00
Mon, 05/25/2026				Memorial Day Release		
Tue, 05/26/2026	Wed, 05/27/2026	2	13	Peroxide Treatment (3.8 ppm)	80,000 lbs	\$ 134,424.00
Tue, 06/09/2026	Wed, 06/10/2026	2	13	Peroxide Treatment (3.8 ppm)	70,000 lbs	\$ 117,621.00
Fri, 06/19/2026				Juneteenth Day Release		
Tue, 06/23/2026	Wed, 06/24/2026	2	13	Peroxide Treatment (4.9 ppm)	90,000 lbs	\$ 151,227.00

Version Date: 1/27/2026

April - June 2026 Total: \$ 971,631.20

Cost to VID: \$ 485,815.60

Notes:

1. Copper-based algaecide at low doses may also be needed.
2. Treatment schedule will be adjusted based on lake conditions.



STAFF REPORT

Agenda Item: 10

Board Meeting Date: May 13, 2026
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: ANNUAL MATERIAL TRANSPORT SERVICES

RECOMMENDATIONS: Authorize the General Manager to:

- 1) Amend the existing agreement with Leon Perrault Trucking to transport and provide assorted material for District projects to increase the not to exceed amount by \$35,000 to \$335,000; and
- 2) Renew the agreement with proposed new pricing for Fiscal Year 2027 in an amount not to exceed \$335,000.

PRIOR BOARD ACTION: At its May 15, 2024 meeting, the Board authorized the General Manager to enter into an agreement with Leon Perrault Trucking to transport and provide assorted materials for District jobs for Fiscal Year (FY) 2025. At its April 23, 2025 meeting, the Board authorized the General Manager to exercise the District's first option to extend the agreement for a one-year period covering FY 2026 in an amount not to exceed \$300,000.

FISCAL IMPACT: The proposed amendment will increase the maximum agreement amount by \$35,000 from \$300,000 to \$335,000 for FY 2026. The proposed agreement amount for FY 2027 is an amount not to exceed \$335,000. Actual costs for this agreement in FYs 2024 and 2025 were \$205,048 and \$204,784, respectively; thus far, \$240,458 has been expended in the first nine months of FY 2026.

SUMMARY: In FY 2026, Leon Perrault Trucking exclusively transported materials to and from District job sites and the District yard. Due to increased mainline production by District crews, 80 percent of the existing contract (or \$240,458) has been utilized in the first nine months of FY 2026. Amending the agreement to increase the not-to-exceed amount (\$300,000) by \$35,000 is anticipated to capture material and hauling services for the remainder of the fiscal year.

Leon Perrault Trucking has submitted proposed price increases for the optional one-year renewal period (FY 2027). The proposed price increase is for Class II and Class III base material from \$12 to \$15 per ton. Leon Perrault Trucking's price increases align with current material pricing at Moody's El Corazon Reclamation (Moody's) facility in Oceanside.

DETAILED REPORT: In April 2024, the District advertised and solicited bids from material transport companies for importing fill material and exporting spoils from different job sites within the District's service area. In addition to transport services, companies were also asked to submit pricing for various materials used on District projects. Based on the results of the bidding process, the District entered into an as-needed agreement with Leon Perrault Trucking for FY 2025.

At its April 23, 2025 meeting, the Board authorized the General Manager to exercise the District's first option to renew the agreement for a one-year period covering FY 2026 in an amount not to exceed \$300,000. After the first three quarters of FY 2026, over \$240,000 has been spent on materials and hauling services leaving approximately \$60,000 remaining in the agreement. Staff estimates that approximately \$95,000 is needed to capture material and hauling services for the remainder of FY 2026. Additional funds are needed due to increased production of the District's mainline replacement program. District crews have installed approximately 2.6 miles of mainline in the first 10 months of FY 2026; historically the District has averaged two miles per year.

As permitted under the terms of the agreement, Leon Perrault Trucking submitted price increases for Class II and Class III base material. The requested price increase would raise the price of Class II and Class III base from \$12 to \$15 per ton, adding approximately \$30,000 to the agreement for FY 2027. Staff believes the price increase is justified based on material prices effective January 1, 2026, from Moody's, where most of the District's materials are purchased.

Staff is requesting the Board amend the existing agreement with Leon Perrault Trucking for FY 2026 in an amount not to exceed \$335,000. Provisions in the original agreement allow for it to be renewed for two additional one-year periods; one of the optional renewal periods has been exercised, and staff is recommending that the Board authorize the second (and final) renewal period for FY 2027 with proposed price increases in an amount not to exceed \$335,000. Proposed FY 2027 pricing is provided in the table below.

Company	Transport Prices			Material Prices (per ton)			
	Per Load	Per Hour	Hour Min.	Class 2	Class 3	Sand	Rock
Leon Perrault Trucking	\$225.00	\$150.00	* 2/3 hour	\$15.00	\$15.00	\$20.00	\$20.00

* 2 hour min. for Cold Mix / 3 hour for Sand & Rock



STAFF REPORT

Board Meeting Date: May 13, 2026
Prepared By: Brett Hodgkiss

SUBJECT: AGREEMENT WITH BURKE, WILLIAMS & SORENSEN, LLP FOR LEGAL SERVICES AS GENERAL COUNSEL

RECOMMENDATION: Authorize the General Manager to execute an Agreement for Legal Services with Burke, Williams & Sorensen, LLP to provide legal services as General Counsel for the District.

PRIOR BOARD ACTION: At its January 5, 2022 meeting, the Board selected Burke, Williams & Sorensen, LLP (Burke) to provide legal services as General Counsel for the District. The Board renewed the Agreement with Burke to provide legal services for successive one-year periods at its May 1, 2024 and at its June 4, 2025 meetings, respectively.

FISCAL IMPACT: The proposed fees are estimated to increase annual legal fees from Burke by 10 percent from \$72,933 to \$80,587, or \$7,654 per year after removing unusual items in the current year. Pass through development services are paid by the developer and are fiscally neutral.

SUMMARY: The Board selected Burke to provide legal services as General Counsel for the District on at its January 5, 2022 meeting; Elizabeth Mitchell is the principal attorney serving as General Counsel. The District's Agreement with Burke expires on June 30, 2026. The Board has the option to retain the services of Burke by entering into a new agreement or seek proposals from firms to provide legal services as General Counsel via the request for proposal process.

DETAILED REPORT: Burke, and more specifically Ms. Mitchell, has ably provided legal services to the District as General Counsel since January 2022 and has provided value added legal services, including assistance with developer applications and review of water rate study and related processes (e.g. exhaustion of administrative remedies for proposed water rates, charges and fees, public hearing to consider written objections to proposed water rates, charges and fees, etc.). Gena Burns with Burke has capably served as back-up General Counsel and provided timely legal assistance to staff on employment and labor relation matters on an as-needed basis. Mses. Mitchell and Burns have also provided state mandated ethics and sexual harassment prevention trainings for the Board. For these reasons, staff recommends that the District enter into a new Agreement with Burke to provide legal services as General Counsel.

Burke has proposed legal fees for the first year of the initial term (July 1, 2026 through June 30, 2029) of a new Agreement; the legal fees are proposed to adjust each year thereafter as described; the District has the option to renew the Agreement for two additional one-year term periods. The District reserves the right to terminate this Agreement at any time, with or without cause, upon 10 days written notice to Burke. The Scope of Work (Exhibit A) outlines the duties and responsibilities of General Counsel and identifies the Principal Attorney and Alternate Attorneys and legal fees are contained in the Fee Schedule (Exhibit B).

ATTACHMENTS:

- Redline version – Exhibit B, Fee Schedule
- Draft Agreement for Services with Burke, Williams & Sorensen, LLP

EXHIBIT B

FEE SCHEDULE

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

Staffing

Partners/Associates (general blended rate)	\$267 <u>295</u> /hr.
Partners/Associates (litigation blended rate)	\$323 <u>365</u> /hr.
Paralegals (if needed for litigation)	\$161 <u>195</u> /hr.

Optional Services

Employment/Labor Relations (blended rate)	\$345 <u>375</u> /hr.
Pass Through Development Services (paid by developer)	\$504 <u>555</u> /hr.

The above-referenced rates for legal services remain in effect from July 1, 2026 through June 30, 2027. ~~If DISTRICT chooses to exercise any option to renew this Agreement, the~~ The above rates shall automatically increase every July 1 beginning July 1, 2027, and annually thereafter, including during the two one-year option periods, by the greater of (1) 5% or (2) the average of the Consumer Price Index, Los Angeles-San Diego Area for the preceding 12 months plus 2%, but not to exceed 10%, unless otherwise agreed by the Parties in writing.

Other Charges

DISTRICT will reimburse ATTORNEY for the actual, itemized cost of goods and services necessary to perform the work of this Agreement, including:

- Computer-assisted research (Westlaw/Lexis and other on-line services);
- Reimbursable travel expenses for lodging, meals, parking and tolls, plus mileage at the IRS-approved rates;
- Mileage will be charged for travel to/from ~~two Board~~ and other meetings ~~per month~~;
- Time engaged in travel to/from ~~additional Board meetings (above the two per month)~~ or ~~and~~ other meetings ~~will be billed at one-way travel time (mileage inclusive)~~;
- Delivery charges for US Mail, Federal Express, courier services, etc.;
- Non-incidentual Facsimile costs (generally more than 10 pages) and litigation related facsimile costs; \$1.00/page;
- Non-incidentual reproduction costs (generally more than 150 pages black and white or 50 pages color) and litigation related reproduction costs; \$.20/page for black and white and \$1.00/page for color;
- Fees assessed by courts and administrative agencies; and
- Pre-approved costs for experts, consultants, or other unusual goods or services, if any.

ATTORNEY will not charge for, nor will DISTRICT pay for:

- Incidental facsimiles sent or received (as described above);
- Standard office furniture, machinery or computing devices, including software;
- Telephone services;
- Secretarial services or staff time; or
- ~~Incidental reproduction and/or photocopying (as described above); and~~
- ~~Time engaged in travel to/from two Board meetings per month.~~



AGREEMENT FOR LEGAL SERVICES
BETWEEN VISTA IRRIGATION DISTRICT AND
BURKE, WILLIAMS & SORENSEN

This Agreement is made and entered into as of _____, 2026 by and between VISTA IRRIGATION DISTRICT, a special governmental district formed and operating under the Irrigation District Law, California Water Code Sections 20500, et seq. (hereinafter referred to as "DISTRICT"), and Burke, Williams & Sorensen, LLP, a limited liability partnership (hereinafter referred to as "ATTORNEY").

RECITALS

- A. DISTRICT is in need of the following services: legal services as General Counsel (hereinafter referred to as the "Services").
- B. ATTORNEY is duly licensed (where appropriate) and qualified to provide the Services.
- C. The purpose of this agreement is to establish the terms and conditions under which DISTRICT will retain ATTORNEY to provide the Services described herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions and terms set forth below, DISTRICT and ATTORNEY hereby agree as follows:

SECTION ONE: ATTORNEY SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, ATTORNEY shall provide the Services as described in the scope of work attached hereto as Exhibit "A" ("Scope of Services"). If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "Services" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. DISTRICT shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from the Services.

1.2.1 No such new or changed work shall be undertaken unless a written order is first given by DISTRICT to ATTORNEY, incorporating therein any adjustment in (i) the Budget and Fee Schedule attached hereto as Exhibit "B," and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of ATTORNEY.

1.2.2 It is expressly understood by ATTORNEY that the provisions of this Section 1.2 shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein. ATTORNEY hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than ATTORNEY anticipates and that ATTORNEY shall not be entitled to additional compensation therefore.

1.3 Standard of Performance. ATTORNEY agrees that all Services shall be performed in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in accordance with generally accepted professional practices and principles prevalent in the industry; and all goods, materials, equipment or personal property included within the Services shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of DISTRICT. ATTORNEY shall perform all work and tasks comprising the Services to the satisfaction of DISTRICT within the time specified. If DISTRICT reasonably determines that any portion of the Services is not satisfactory, DISTRICT shall have the right to take appropriate action, including but not limited to: (a) meeting with ATTORNEY to review the quality of the work and resolve matters of concern; (b) requiring ATTORNEY to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to ATTORNEY for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.5 Instructions from DISTRICT. In the performance of this Agreement, ATTORNEY shall report to and receive instructions from DISTRICT's Project Manager designated in Paragraph 1.6 below, or his or her designee. Services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of DISTRICT.

1.6 Project Management.

1.6.1 ATTORNEY designates Elizabeth Mitchell to serve as Principal Attorney and to provide supervision and have overall responsibility for this Agreement on behalf of ATTORNEY. Principal Attorney shall not be removed or reassigned without the prior written approval of DISTRICT.

1.6.2 DISTRICT designates Brett Hodgkiss to serve as DISTRICT's Project Manager to provide overall responsibility for this Agreement on behalf of DISTRICT.

1.7 Familiarity with Work. By executing this Agreement, ATTORNEY warrants that ATTORNEY (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under the Agreement. If the Services involve work upon any site, ATTORNEY warrants that ATTORNEY has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should ATTORNEY discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Services hereunder, ATTORNEY shall immediately inform DISTRICT of such fact and shall not proceed except at ATTORNEY's risk until written instructions are received from DISTRICT's Project Manager.

1.8 Prohibition Against Subcontracting or Assignment. ATTORNEY shall not contract with any other entity to perform in whole or in part any of the Services required hereunder without the prior express written approval of DISTRICT. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of DISTRICT.

1.8.1 In the event of any unapproved transfer, including any bankruptcy proceeding, DISTRICT may, in its sole and absolute discretion, void the Agreement.

1.8.2 If ATTORNEY subcontracts any of the Services to be performed under this Agreement as permitted under this Agreement, ATTORNEY shall be as fully responsible to 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 DISTRICT. ATTORNEY shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement applicable to ATTORNEY's work unless specifically set forth to the contrary in the subcontract in question and approved in writing by DISTRICT. It shall be ATTORNEY's responsibility to confirm that each subcontractor meets the minimum insurance requirements specified below.

1.8.3 No approved subcontract or transfer shall release any surety of ATTORNEY of any liability hereunder without the prior express written consent of DISTRICT.

1.8.4 Nothing contained herein shall prevent ATTORNEY from employing professional associates as ATTORNEY may deem appropriate to assist in the performance of Services under this Agreement.

1.9 Records and Reports. Upon request by DISTRICT, ATTORNEY shall prepare and submit to DISTRICT any reports concerning ATTORNEY's performance of the Services rendered under this Agreement. DISTRICT shall have access, upon reasonable notice, to the books and records of ATTORNEY related to ATTORNEY's performance of this Agreement. All drawings, documents, and other materials prepared by ATTORNEY in the performance of this Agreement (a) shall be the property of DISTRICT and shall be delivered at no cost to DISTRICT upon request of DISTRICT or upon the termination of this Agreement, and (b) are confidential and shall not be made available to any individual or entity without the prior written approval of DISTRICT. ATTORNEY shall keep and maintain all records and reports related to this Agreement for a period of three years following termination of this Agreement, and DISTRICT shall have access to such records at any time during normal business hours upon 48 hours' notice.

SECTION TWO: TERM AND TIME OF PERFORMANCE

2.1 Term of Agreement. Unless terminated earlier as set forth in this Agreement, the Services shall commence on July 1, 2026 ("Commencement Date") and the term of this Agreement shall continue through its expiration on June 30, 2029.

2.1.1 The time provided to ATTORNEY to complete the Services required by this Agreement shall not affect DISTRICT's right to terminate this Agreement, as provided for in Section 6.

2.1.2 DISTRICT shall have the option to renew this Agreement for a maximum of two additional one-year term periods under the terms and conditions in effect at the end of the initial term or any extended term (each, an "Option Period"). To exercise the option, DISTRICT shall give notice to ATTORNEY not more than 90 days nor fewer than 60 days prior to the end of the initial term or first Option Period. The price(s) for the Services during the initial term and the Option Period may be adjusted, subject to District Board of Director approval, as described in Exhibit "B", unless otherwise negotiated by the parties to this Agreement.

2.2 Time for Performance; Force Majeure. ATTORNEY shall perform the Services in a prompt and timely manner in accordance with the activity schedule shown in Exhibit "C." The time period specified in the activity schedule or this Agreement for performance of Services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of

DISTRICT or ATTORNEY, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including DISTRICT, if the delaying party shall within 10 days of the commencement of such delay notify the other party in writing of the causes of the delay.

2.2.1 If ATTORNEY is the delaying party, DISTRICT shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of DISTRICT such delay is justified. DISTRICT's determination shall be final and conclusive upon the parties to this Agreement.

2.2.2 In no event shall ATTORNEY be entitled to recover damages against DISTRICT for any delay in the performance of this Agreement, however caused. ATTORNEY's sole remedy shall be extension of this Agreement pursuant to this Paragraph 2.2.

SECTION THREE: COMPENSATION AND PAYMENT

3.1 Compensation. ATTORNEY shall be compensated in accordance with the terms of the Fee Schedule attached hereto as Exhibit "B." Included in the Fee Schedule are all ordinary and overhead expenses incurred by ATTORNEY and its agents and employees, including meetings with DISTRICT representatives, and incidental costs incurred in performing the Services under this Agreement. Unless otherwise specified in the Fee Schedule, DISTRICT shall compensate ATTORNEY on a time-and-materials basis at the rates listed in Exhibit "B."

3.2 Payment. ATTORNEY shall submit itemized monthly statements for Services rendered under this Agreement. Each monthly statement shall reference this Agreement, the Work Order number (if applicable), the date and description of Services performed, and the amount invoiced. DISTRICT shall pay the statements within 30 days of receipt. Payments shall be subject to review for compliance by 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 in accordance with Paragraph 1.2 above.

3.2.1 Total Payment. DISTRICT shall not, absent prior written approval, pay any additional sum for any expense or cost incurred by ATTORNEY in rendering the Services pursuant to this Agreement. DISTRICT shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall ATTORNEY submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

3.2.2 Hourly Rates. Rates for the Services performed by ATTORNEY on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit "B".

3.2.3 Reimbursable Expenses. Unless otherwise set forth in Exhibit "B", reimbursable expenses of ATTORNEY are included within, and count against, any maximum amount specified in Exhibit B of this Agreement.

3.2.4 Payment of Taxes. ATTORNEY is solely responsible for the payment of employment taxes incurred under this Agreement, and for the payment of any applicable federal, state or local taxes arising as a result of the performance of this Agreement.

3.2.5 Payment upon Termination. In the event that DISTRICT OR ATTORNEY terminates this Agreement pursuant to Section 6, DISTRICT shall compensate ATTORNEY for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. ATTORNEY shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

3.3 Retention of Funds. ATTORNEY hereby authorizes DISTRICT to deduct from any amount payable to ATTORNEY (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate DISTRICT for any losses, costs, liabilities, or damages suffered by DISTRICT in connection with this Agreement or the activities of ATTORNEY hereunder, and all amounts for which DISTRICT may be liable to third parties by reason of ATTORNEY's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform ATTORNEY's obligations under this Agreement. DISTRICT in its sole and absolute discretion may withhold from any payment due ATTORNEY, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of DISTRICT to exercise such right to deduct or withhold shall not act as a waiver of ATTORNEY's obligation to pay DISTRICT any sums ATTORNEY owes DISTRICT.

SECTION FOUR: INSURANCE AND INDEMNITY

4.1 Insurance. ATTORNEY shall carry all insurance required by Federal, State, County and local laws. ATTORNEY shall procure and maintain, during the life of the AGREEMENT, adequate worker's compensation, public liability, professional liability (where applicable) and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered minimum requirements. ATTORNEY shall procure and maintain, during the life of this AGREEMENT, such commercial general liability and automobile liability insurance necessary to protect ATTORNEY and DISTRICT from all claims for bodily injury, including accidental death and property damage claims arising from operations under this AGREEMENT. DISTRICT shall be named as additional primary insured on ATTORNEY's policy without offset against ATTORNEY's existing insurance and the certificate of insurance shall include reference to such provisions.

4.1.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

[(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).]

(c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4.1.2 Minimum Limits of Insurance. ATTORNEY shall maintain limits no less than:

(a) General Liability: \$2,000,000 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.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury, death, and property damage.

(c) Professional Liability: \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

(d) Workers' Compensation: California Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided as required by law, with limits of not less than \$1,000,000.00 per accident or bodily injury, and \$1,000,000.00 per disease per employee. In the alternative, ATTORNEY may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of DISTRICT.

4.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either:

(a) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its officers, officials, employees and authorized volunteers; or

(b) ATTORNEY shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) 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 ATTORNEY; and with respect to liability arising out of work or operations performed by or on behalf of 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 ATTORNEY's insurance using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.

(b) For any claims related to this Project, ATTORNEY's insurance coverage shall be primary insurance as respects DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of ATTORNEY's insurance and shall not contribute within.

(c) 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 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. ATTORNEY shall, upon demand of DISTRICT, deliver to DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

4.1.5 Acceptability of Insurers. To be acceptable, insurers must have an A.M. Best rating of no less than A minus: VII, or equivalent, unless otherwise approved by DISTRICT General Manager.

4.1.6 Verification of Coverage. ATTORNEY shall furnish 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 DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

4.2 Indemnity. The parties mutually acknowledge that DISTRICT has retained ATTORNEY to perform the Services set forth in this Agreement based upon the special skills, expertise and experience of ATTORNEY. Accordingly, in performing the Services under this Agreement, ATTORNEY shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that ATTORNEY retains sub-attorneys or subcontractors to perform any portion of any of the tasks or Services under this Agreement, ATTORNEY has a duty to DISTRICT to ensure that the tasks and Services performed by such sub-attorneys or subcontractors meet the same professional level, skill and expertise expected of ATTORNEY.

4.2.1 ATTORNEY shall indemnify, defend (with legal counsel acceptable to DISTRICT) and hold harmless DISTRICT and DISTRICT personnel from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of ATTORNEY's performance of any tasks or Services for or on behalf of DISTRICT, whether or not there is concurrent negligence on the part of DISTRICT and/or any DISTRICT personnel, but excluding any Claims arising from the active negligence or willful misconduct of DISTRICT or any DISTRICT personnel where the active negligence or willful misconduct is determined to be the actual and proximate cause of the alleged injury.

SECTION FIVE: LEGAL RELATIONS AND RESPONSIBILITIES

5.1 ATTORNEY shall keep itself fully informed of all existing and future State and Federal laws and all county, municipal and DISTRICT ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of the Services pursuant to this Agreement. ATTORNEY shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work performed by or on behalf of ATTORNEY. ATTORNEY shall cause all completed deliverables required under this Agreement to conform to all applicable Federal, State and local legal requirements. When applicable, ATTORNEY shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

5.1.1 Requirement to Employ Persons Legally Authorized to Work. ATTORNEY shall not hire or employ any person to perform work within DISTRICT or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. ATTORNEY acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. ATTORNEY shall require the same of all of its sub-attorneys and subcontractors.

5.2 Licenses, Permits, Fees and Assessments. ATTORNEY shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the Services required by this Agreement. ATTORNEY shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for ATTORNEY's performance of any work required by this Agreement, and shall indemnify, defend, and hold harmless DISTRICT against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against DISTRICT thereunder.

5.3 ATTORNEY as Independent Contractor. ATTORNEY shall perform the Services and all work required herein as an independent ATTORNEY of DISTRICT and shall remain at all times as to DISTRICT a wholly independent contractor. DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of ATTORNEY in its business or otherwise, or a joint venture, or a member of any joint enterprise with ATTORNEY. ATTORNEY shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. ATTORNEY shall be under the control of DISTRICT as to the result to be accomplished but not the means; provided, however, that ATTORNEY shall consult with DISTRICT as provided in the Scope of Work. Neither ATTORNEY nor any of ATTORNEY's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from DISTRICT; and neither ATTORNEY nor any of its employees shall be paid by DISTRICT time and one-half for working in excess of forty (40) hours in any one week. DISTRICT is under no obligation to withhold State and Federal tax deductions from ATTORNEY's compensation. Neither ATTORNEY nor any of ATTORNEY's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

5.4 Ownership of Data, Reports and Documents. Any work performed by or work product prepared or generated by ATTORNEY under this Agreement shall be the property of DISTRICT. ATTORNEY shall deliver to DISTRICT's Project Manager, at the end of the Project, notes and surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of DISTRICT. ATTORNEY is not responsible to third parties for DISTRICT's use of data, reports and documents on other projects. DISTRICT may use or reuse the materials prepared by ATTORNEY in any manner desired without additional compensation to ATTORNEY.

5.5 Intellectual Property and Proprietary Information.

5.5.1 Proprietary Information. All proprietary information developed specifically for DISTRICT by ATTORNEY in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including ATTORNEY's underlying materials, software, or know-how, shall be the sole and exclusive property of DISTRICT, and are confidential and shall not be made available to any person or entity without the prior written approval of DISTRICT. ATTORNEY agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of ATTORNEY's Services under this Agreement. ATTORNEY further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by ATTORNEY under this Agreement shall be made to DISTRICT, and that ATTORNEY shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by DISTRICT.

5.5.2 Reproduction Rights. Any and all patents and copyrights that arise from the Services or the creation of work in carrying out this Agreement shall be vested in DISTRICT, and ATTORNEY hereby agrees to relinquish all claims to such copyrights in favor of DISTRICT.

5.5.3 Use of Patented Materials. ATTORNEY shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the Services performed by ATTORNEY under this Agreement. ATTORNEY shall indemnify, defend, and save DISTRICT harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

5.6 Covenant Against Discrimination. ATTORNEYS and contractors doing business with 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. In this regard:

5.6.1 ATTORNEY covenants on behalf of itself and its employees, officers, agents, representatives and subcontractors that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement.

5.6.2 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.

5.6.3 ATTORNEY shall 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 (42 U.S.C. §12101 et seq.), as the same may be amended from time to time, and any other applicable Federal and State laws and regulations hereinafter enacted.

5.7 Compliance with California Unemployment Insurance Code Section 1088.8. If ATTORNEY is a sole proprietor, then prior to signing the Agreement, ATTORNEY shall provide to DISTRICT a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. ATTORNEY understands that pursuant to California Unemployment Insurance Code section 1088.8, DISTRICT will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

5.8 Conflicts of Interest Prohibited.

5.8.1 No officer, official, employee, agent, representative or volunteer of DISTRICT shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State or DISTRICT statute, ordinance, or regulation. ATTORNEY shall not employ any such person while this Agreement is in effect.

5.8.2 ATTORNEY shall file a Conflict of Interest Statement with the Secretary of the Board of Directors if that is required by DISTRICT's Conflict of Interest Code. ATTORNEY is

responsible 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 DISTRICT's Project Manager if ATTORNEY learns of an economic interest of ATTORNEY's during the term of this Agreement.

5.9 Covenant Against Contingent Fee. ATTORNEY covenants that neither it nor any of its officers, employees, agents or representatives employed or retained any company or person, other than a bona fide employee working for ATTORNEY, to solicit or secure this Agreement. ATTORNEY further covenants that neither it nor any of its officers, employees, agents or representatives has paid or agreed to pay any company or person, other than a bona fide employee of ATTORNEY, 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, 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.

5.10 Unauthorized Use of DISTRICT's Name. Except as required by law or with the prior written consent of DISTRICT (which consent may be withheld in DISTRICT's sole and absolute discretion), ATTORNEY shall not use DISTRICT's name, seal or logo on marketing materials, nor shall ATTORNEY state, imply or in any way represent to any third party that DISTRICT has endorsed or approved ATTORNEY or any of its Services or products.

5.11 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than DISTRICT and ATTORNEY any rights or remedies under or by reason of this Agreement. There are no third party beneficiaries to this Agreement or the Services and work performed hereunder.

5.12 Facilities and Equipment. Except as otherwise provided, ATTORNEY shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. In no event shall DISTRICT be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and copying facilities.

SECTION SIX: TERMINATION AND DEFAULT

6.1 Termination By DISTRICT. DISTRICT reserves the right to terminate this Agreement at any time, with or without cause, upon 10 days written notice to ATTORNEY. Upon receipt of any notice of termination from DISTRICT, ATTORNEY shall immediately cease all work on the Services hereunder except such as may be specifically approved in writing by DISTRICT.

6.1.1 ATTORNEY shall be entitled to compensation for all work performed and Services rendered prior to receipt of DISTRICT's notice of termination and for any portion of the Services authorized in writing by DISTRICT thereafter. If termination occurs prior to completion of any portion of the Services for which a payment request has not been received, compensation for such performed but un-invoiced portion of the Services shall be based upon an amount mutually

agreed to by DISTRICT and ATTORNEY. If, at the time of termination further compensation is due ATTORNEY, ATTORNEY shall not be entitled to such compensation until all reports, documentation and other work product to be delivered to DISTRICT are delivered to DISTRICT.

6.1.2 If termination is due to the failure of ATTORNEY to fulfill its obligations under this Agreement, DISTRICT may take over the work and prosecute the same to completion by contract or otherwise, and ATTORNEY shall be liable to the extent that the total cost for completion of the Services required hereunder, including costs incurred by DISTRICT in retaining a replacement ATTORNEY and similar expenses, exceeds the Budget.

6.2 Right to Stop Work; Termination by ATTORNEY. ATTORNEY shall have the right to stop work only if DISTRICT fails to timely make a payment required under the terms of the Budget. ATTORNEY may terminate this Agreement only in the event of a substantial failure by DISTRICT to perform in accordance with the terms of this Agreement through no fault of ATTORNEY, and upon 30 days' prior written notice to DISTRICT. ATTORNEY shall immediately cease all Services hereunder as of the date ATTORNEY's notice of termination is sent to DISTRICT, except such work or portion of the Services as may be specifically approved in writing by DISTRICT. ATTORNEY shall be entitled to compensation for all Services rendered prior to the date notice of termination are sent to DISTRICT and for any work authorized in writing by DISTRICT thereafter. If ATTORNEY terminates this Agreement because of an error, omission, or a fault of ATTORNEY, or ATTORNEY's willful misconduct, the terms of Paragraph 6.1.2 relating to DISTRICT's right to take over and finish the work and ATTORNEY's liability therefore shall apply.

6.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

6.4 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.5 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

SECTION SEVEN: MISCELLANEOUS

7.1 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, by reputable document delivery service that provides a receipt showing date and time of delivery, or by facsimile or e-mail provided that the facsimile or e-mail system produces a report showing the date and time of delivery. Notices personally delivered, delivered by a document delivery service, or delivered by facsimile or email, shall be effective upon receipt. Notices

delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be addressed as follows:

To DISTRICT: Vista Irrigation District
Attn: Brett Hodgkiss
1391 Engineer Street
Vista, CA 92081-8840
Telephone: (760) 597-3162
FAX: (760) 598-8757
E-mail: bhodgkiss@vidwater.org

To ATTORNEY: Burke, Williams & Sorensen, LLP
Attn: Elizabeth Mitchell
501 West Broadway, Suite 1600
San Diego, CA 92101
Telephone: (619) 814-5819
FAX: (619) 814-6799
E-mail: emitchell@bwslaw.com

Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 7.1.

7.2 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

7.3 Laws and Venue. This Agreement shall be 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 action shall be brought in a state or federal court situated in the County of San Diego, State of California.

7.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

7.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

7.6 Successors. Subject to Paragraph 1.8 above, all of the terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective successors and assigns.

7.7 Integrated Agreement. This Agreement represents the entire understanding of DISTRICT and ATTORNEY as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement 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 Agreement.

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

VISTA IRRIGATION DISTRICT

By: _____
Brett Hodgkiss, General Manager

Date: _____

ATTORNEY

Tax I.D. Number: _____

By: _____
Signature

Date: _____

Name: John Welsh

Title: Managing Partner

E-mail: jwelsh@bwslaw.com

DRAFT

EXHIBIT A
SCOPE OF WORK

Duties

General Counsel will perform services for the District on an as-needed basis. Duties and responsibilities shall include the following:

1. Attendance at meetings (including closed sessions) of the District's Board of Directors, as requested by the President, Board of Directors, General Manager or other designee, for the purpose of providing legal services and consultation;
2. Attendance at such other meetings as requested by the President, Board of Directors, General Manager, or other designee;
3. Preparation of ordinances, resolutions, contracts, and the like concerning the District's business;
4. Preparation of written legal opinions on matters concerning District business 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.
6. Review of contracts, bid specifications and purchasing documents for the purposes of legal and policy compliance, appropriate risk transfer, and risk analysis and avoidance.
7. Consultation with District staff and/or the District's labor counsel regarding personnel matters, labor relations matters, litigation, and other matters concerning District business, as requested (that may not otherwise be covered by District agreements with other legal resources);
8. Advising the District as to whether to file claims or commence litigation.
9. Representing the District in connection with certain claims and litigation filed by or against it. Other legal counsel shall be retained in the event of a conflict of interest, which disqualifies attorney from representation; other legal counsel may be retained to defend or prosecute actions, which in the opinion of attorney require special expertise or where representation is being provided under a contract of insurance.
9. Providing advice and assistance to District staff and directors on matters of law including the Brown Act, California Government and Water codes, conflict of interest and Political Reform Act and assisting them in seeking advice from regulatory agencies, such as the Fair Political Practices Commission.
10. Provide legal assistance and consultation to District staff and directors on matters of environmental compliance, including Endangered Species Act, California Environmental Quality Act, and National Environmental Policy Act as they pertain to actions by the Staff and Board.
11. Provide legal assistance and consultation to District staff and directors on matters of property rights and property management, including trespass, encroachment, lessee/licensee obligations, easements, and in-holder access.

12. Such other activities as directed by the President, Board of Directors, General Manager, or other designee.

A detailed description of the duties, methodologies, experience and qualifications required of this engagement is contained in the full proposal submitted by ATTORNEY attached hereto and incorporated herein by reference.

Restrictions

ATTORNEY shall not initiate compromise, settle or release 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.

DISTRICT Assistance

DISTRICT shall provide ATTORNEY with copies of agenda materials, reports and such other documents and information as are reasonably necessary for ATTORNEY to perform the Services.

DISTRICT Acknowledgment

The DISTRICT acknowledges that ATTORNEY is required to follow the California Rules of Professional Conduct, which apply to this attorney-client relationship and ATTORNEY's conduct, notwithstanding anything to the contrary that may be contained in this AGREEMENT.

Principal Attorney

Elizabeth Mitchell is to 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 the Principal Attorney's discretion, subject to approval by the DISTRICT.

Alternate Attorney(s)

In the event that Elizabeth Mitchell is unavailable, the DISTRICT should contact the following Attorney(s) (in the following order) to handle any work that needs immediate attention:

Gena Burns
Johanna Canlas
Mark Austin

EXHIBIT B
FEE SCHEDULE

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

Staffing

Partners/Associates (general blended rate) \$295/hr.

Partners/Associates (litigation blended rate) \$365/hr.

Paralegals (if needed for litigation) \$195/hr.

Optional Services

Employment/Labor Relations (blended rate) \$375/hr.

Pass Through Development Services (paid by developer) \$555/hr.

The above-referenced rates for legal services remain in effect from July 1, 2026 through June 30, 2027. The above rates shall automatically increase every July 1 beginning July 1, 2027, and annually thereafter, including during the two one-year option periods, by the greater of (1) 5% or (2) the average of the Consumer Price Index, San Diego Area for the preceding 12 months plus 2%, but not to exceed 10%, unless otherwise agreed by the Parties in writing.

Other Charges

DISTRICT will reimburse ATTORNEY for the actual, itemized cost of goods and services necessary to perform the work of this Agreement, including:

- Computer-assisted research (Westlaw/Lexis and other on-line services);
- Reimbursable travel expenses for lodging, meals, parking and tolls, plus mileage at the IRS-approved rates;
- Mileage will be charged for travel to/from Board and other meetings;
- Time engaged in travel to/from Board meetings and other meetings;
- Delivery charges for US Mail, Federal Express, courier services, etc.;
- Non-incidenta Facsimile costs (generally more than 10 pages) and litigation related facsimile costs; \$1.00/page;
- Non-incidenta reproduction costs (generally more than 150 pages black and white or 50 pages color) and litigation related reproduction costs; \$.20/page for black and white and \$1.00/page for color;
- Fees assessed by courts and administrative agencies; and
- Pre-approved costs for experts, consultants, or other unusual goods or services, if any.

ATTORNEY will not charge for, nor will DISTRICT pay for:

- Incidental facsimiles sent or received (as described above);
- Standard office furniture, machinery or computing devices, including software;
- Telephone services;
- Secretarial services or staff time; or
- Incidental reproduction and/or photocopying (as described above).

EXHIBIT C

ACTIVITY SCHEDULE

The schedule for ATTORNEY'S activities will be determined by the DISTRICT'S General Manager, in consultation with the ATTORNEY.

DRAFT



Agenda Item: 12

STAFF REPORT

Board Meeting Date: May 13, 2026
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
APRIL 23, 2026**

1. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the monthly Treasurer's Report
2. Approve Assignment of San Diego County Water Authority's Semitropic Groundwater Banking Rights and Sale of 7,717 acre-feet of banked water.
The Board authorized the General Manager to execute agreements establishing the right for Westside Agriculture, LLC (Westside) to receive assignment of 100% of the Water Authority's recharge, recovery, and storage capacity in the Semitropic Water Bank (SWB) and for the sale of 7,717 acre-feet of banked water.
3. Adopt positions on various bills.
The Board took the following actions:
 - Adopted a position of Support on S. 3737, the GROW SMART Act (Padilla).
 - Adopted a position of Support on S. 3738, the MORE WATER Act (Padilla).
 - Adopted a position of Support on AB 1893, Wildfire prevention: local assistance grant program: eligible activities (Gallagher).
 - Adopted a position of Support on AB 2739, Community Water Affordability and System Stabilization Act of 2026 (Soria).
 - Adopted a position of Support on SB 1313, Public water systems: grants and loans: perfluoroalkyl and polyfluoroalkyl substances (McNerney).
4. Adopt position on Senate Bill 872.
The Board adopted a position of Support on SB 872 (McNerney), Delta Levees and Canal Subsidence Fund.
5. Adopt position on Assembly Bill 2215.
The Board adopted a position of Support on AB 2215 (Calderon), Water rights: permits: State Water Project.
6. Construction contract with James W. Fowler Co. for the Pipeline 5 Relining Oceanside 5 Flow Control Facility to Huckleberry Lane project.
The Board took the following actions:
 - A. Rejected J.F. Shea Construction bid protest; and
 - B. Awarded a construction contract to James W. Fowler Co. in the amount of \$30,472,539.85 for the Pipeline 5 Relining Oceanside 5 Flow Control Facility to Huckleberry Lane project.
7. Approval of Minutes.
The Board approved the minutes of the Formal Board of Directors' meeting of March 19, 2026 and Special Board of Directors' meeting of April 9, 2026.



STAFF REPORT

Agenda Item: 13.A

Board Meeting Date: May 13, 2026
Prepared By: Ranae Ogilvie

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: May 13, 2026
Prepared By: Ramae Ogilvie
Approved By: Brett Hodgkiss

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

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

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1 *	Vista Chamber Business Mixer <i>May 13, 2026; 5:00 p.m. – 7:00 p.m.; Weir Beer Company, Vista</i> <i>Registration deadline: TBD</i>	
2 *	CSDA Quarterly Dinner Meeting <i>May 21, 2026; 5:45 p.m. – 9:00 p.m.; The Butcher Shop Steakhouse</i> <i>Registration deadline: 5/13/2026</i>	MacKenzie (R) Nuñez (R)
3 *	Vista Chamber Government Affairs <i>June 4, 2026; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Registration deadline: none</i>	
4 *	Vista Chamber Government Affairs <i>July 2, 2026; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Registration deadline: none</i>	
5	Special District Leadership Academy – Registration Open <i>July 19-22, 2026; San Rafael, CA</i> <i>Early registration deadline: 6/19/26; Cancellation deadline: 6/19/26</i>	
6 *	CSDA Quarterly Water Utilities Committee Lunch Meeting <i>July 21, 2026; 11:30 a.m. – 1:00 p.m.; The Butcher Shop Steakhouse</i> <i>Registration deadline: TBD</i>	
7 *	Vista Chamber Government Affairs <i>August 6, 2026; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Registration deadline: none</i>	
8	Urban Water Institute 2026 Annual Conference <i>August 19-21, 2026; Loews Coronado Bay Resort, San Diego, CA</i> <i>Registration deadline: TBD</i>	
9 *	CSDA Quarterly Dinner Meeting <i>August 20, 2026; 5:45 p.m. – 9:00 p.m.; The Butcher Shop Steakhouse</i> <i>Registration deadline: TBD</i>	
10	CSDA 2026 Annual Conference – Registration Open <i>August 24-27, 2026; J.W. Marriott Desert Springs, Palm Desert, CA</i> <i>Early registration deadline: 7/22/26; Cancellation deadline: 7/22/26</i>	MacKenzie (R)(H) Sanchez (R)(H)
11	Special District Leadership Academy – Registration Open <i>September 13-16, 2026; San Luis Obispo, CA</i> <i>Early registration deadline: 8/14/26; Cancellation deadline: 8/14/26</i>	
12 *	CSDA Quarterly Water Utilities Committee Lunch Meeting <i>October 20, 2026; 11:30 a.m. – 1:00 p.m.; The Butcher Shop Steakhouse</i> <i>Registration deadline: TBD</i>	
13 *	CSDA Quarterly Dinner Meeting <i>November 19, 2026; 5:45 p.m. – 9:00 p.m.; The Butcher Shop Steakhouse</i> <i>Registration deadline: TBD</i>	

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
14	ACWA 2026 Fall Conference <i>December 1-3, 2026; Anaheim, CA</i> <i>Registration deadline: TBD</i>	
15	Colorado River Water Users Association Conference <i>December 9-11, 2026; Caesars Palace, Las Vegas, NV</i> <i>Registration deadline: TBD</i>	MacKenzie

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

The following abbreviations indicate arrangements that have been made by staff: **R**=Registration; **H**=Hotel; **A**=Airline; **S**=Shuttle; **C**=Car; **T**=Tentative; **◇**=Attendee to Self-Register



STAFF REPORT

Board Meeting Date: May 13, 2026
Prepared By: Brett Hodgkiss

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 2027 Budget (June – after Fiscal Policy Committee review)
- Water Supply Response Program (June)
- 2025 Urban Water Management Plan (June)
- Fiscal Year 2026 Capital Outlay Carryover (July)
- Artificial Intelligence Policy
- Automated Meter Reading/Advanced Meter Infrastructure
- Concession Management Agreement - Lake Henshaw Recreation Area operations
- Governance/Strategic Planning



STAFF REPORT

Agenda Item: 15

Board Meeting Date: May 13, 2026
Prepared By: Ranae Ogilvie

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.



Agenda Item: 16

STAFF REPORT

Board Meeting Date: May 13, 2026
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:

May 13, 2026

Prepared By:

Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

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



Agenda Item: 18

STAFF REPORT

Board Meeting Date:

May 13, 2026

Prepared By:

Brett Hodgkiss

SUBJECT: 2026 BOARD CALENDAR

RECOMMENDATION: Discuss potential changes to the June 3, 2026 Board Meeting to resolve scheduling conflicts.