

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

February 17, 2021

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, February 17, 2021, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

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

2. ROLL CALL

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

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Lisa Soto, Secretary of the Board; Don Smith, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Marlene Kelleher, Director of Administration; Shallako Goodrick, Finance Supervisor; Dean Farris, Water Distribution Supervisor; Farrokh Shahamiri, Finance Associate; and John Rauch, System Operator II; Staff present by teleconference were Ramae Ogilvie, Administrative Assistant; and Greg Keppler, Engineering Project Manager. General Counsel David Cosgrove was also present by teleconference.

Other attendees: J.P. Semper and Paige Russell of Brown and Caldwell

3. PLEDGE OF ALLEGIANCE

Director MacKenzie led the pledge of allegiance.

4. APPROVAL OF AGENDA

21-02-20	<i>Upon motion by Director Vásquez, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the agenda as presented.</i>
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5. ORAL COMMUNICATIONS

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

6. CONSENT CALENDAR

21-02-21	<i>Upon motion by Director Dorey, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the Consent Calendar, including Resolution Nos. 21-08 and 21-09, setting the terms and conditions of detachment and approving disbursements, respectively.</i>
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A. Grant of Right of Way and Quitclaim Deed

See staff report attached hereto. Staff recommended and the Board accepted Grant of Right of Way (P85) and approved Quitclaim Deed (684) for a 305-unit multi-family residential housing project known as Persea consisting of approximately 10.4 gross acres, owned by Persea Senior Borrower, LLC, located at 1305 North Santa Fe Avenue, Vista (LN 2018-017; APNs 173-080-04, 06, 07, 17, 18, 20, 22, 24, 36, 37, 38, 39; DIV NO 1).

B. Detachment Terms and Conditions

The Board adopted Resolution No. 21-08 setting the terms and conditions of detachment of 2.31 acres for the Papp – Olive Street Reorganization and directed staff to file the resolution with San Diego Local Agency Formation Commission (LN 2020-018; CF 500-374; LAFCO RO20-17; APN 182-101-43 and -44; DIV NO 5), by the following roll call vote:

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

Resolution No. 21-08 is on file in the official Resolution book of the District.

C. Minutes of Board of Directors meeting on February 3, 2021

The minutes of February 3, 2021 were approved as presented.

D. Resolution ratifying check disbursements

RESOLUTION NO. 21-09

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 66125 through 66223 drawn on Union Bank totaling \$1,164,897.69.

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 17th day of February 2021.

7. RESOLUTION HONORING RETIRING VISTA IRRIGATION DISTRICT EMPLOYEE JOHN RAUCH

See staff report attached hereto.

General Manager Brett Hodgkiss spoke briefly about Mr. Rauch, noting his professionalism and humbleness. Mr. Hodgkiss recalled sharing a commendation received from a customer complimenting a crew’s work related to the repair of a water main in an easement off Sunset Drive with Mr. Rauch; he responded by simply saying, “that’s just what we do”. Mr. Hodgkiss thanked Mr. Rauch for his dedication over the past 20 years and wished him and his family well in his retirement. Director of Operations and

Field Services Frank Wolinski reviewed Mr. Rauch's career with the District and shared some anecdotes about Mr. Rauch's work ethic and easygoing nature.

21-02-22 *Upon motion by Director Miller, seconded by Director Vasquez, the Board of Directors adopted Resolution 21-10 honoring retiring Vista Irrigation District employee John Rauch for 20 years of service to the District and its customers, by the following roll call vote:*

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

A copy of Resolution 21-10 is on file in the official Resolution Book of the District.

The Board joined in congratulating and thanking Mr. Rauch for his years of service to the District and its customers. Mr. Rauch was presented a framed copy of the resolution adopted in his honor and a gift from the Board. Mr. Rauch thanked the Board, stating that during his time with the District that he most enjoyed helping customers during times of emergency.

8. RESOLUTION HONORING RETIRING VISTA IRRIGATION DISTRICT EMPLOYEE FARROKH SHAHAMIRI

See staff report attached hereto.

Mr. Hodgkiss commented that he was fortunate to work with Mr. Shahamiri for his and Mr. Shahamiri's entire 20 years. He said that he especially appreciated Mr. Shahamiri's help with the District's budget and fees, particularly in his early days with the District. Mr. Hodgkiss commented that when it was time each year to present the fees for consideration by the Board that he could always be confident that Mr. Shahamiri had (in his binders) all of the backup needed to justify the fees and that all of the fees were accurate and reflective of actual costs. He thanked Mr. Shahamiri for his dedication, diligence and attention to detail over the years and wished him and his family well in his retirement.

Director of Administration Marlene Kelleher reviewed Mr. Shahamiri's career with the District. She thanked him for his good work and his helpful nature over the course of his career with the District.

21-02-23 *Upon motion by Director Dorey, seconded by Director Miller, the Board of Directors adopted Resolution 21-11 honoring retiring Vista Irrigation District employee Farrokh Shahamiri for over 20 years of service to the District and its customers, by the following roll call vote:*

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

A copy of Resolution 21-11 is on file in the official Resolution Book of the District.

The Board joined in congratulating and thanking Mr. Shahamiri for his years of service to the District and its customers. Mr. Shahamiri was presented a framed copy of the resolution adopted in his honor and a gift from the Board. Mr. Shahamiri thanked the Board and the District stating that his 20 years with the District have been wonderful, and the District is a great place to work. He offered his best wishes to the Board and to the District.

9. VISTA FLUME REPLACEMENT ALIGNMENT STUDY

See staff report attached hereto.

Director of Engineering Randy Whitmann stated that after conducting a Water Supply Planning Study to evaluate whether the Vista Flume (Flume) should be retired or replaced, the Board selected replacement of the Flume and authorized staff to begin planning for a Vista Flume Replacement Alignment Study (Study). He stated that staff developed a detailed scope of work and a Request for Proposal (RFP), which was reviewed and approved by the Board in October 2020. Mr. Whitmann said that staff issued the RFP to 10 consultants, netting two proposals—one from Infrastructure Engineering Corporation (IEC) and one from Brown and Caldwell teamed with Black & Veatch, Dudek, and Hoch Consulting (four of the ten firms to which the RFP was sent). A selection committee comprised of four staff members reviewed the proposals and selected the Brown and Caldwell team as being the most responsive and the best qualified; he noted that the fees proposed by the Brown and Caldwell team were lower than the fees presented in the IEC proposal.

Mr. Whitmann said that there will be several workshops with the Board during the course of the Study, noting that the format will be similar to the Water Supply Planning Study that used a coarse and fine screening process. He stated that at the end of the process the District will have a preferred alignment and a conceptual design that will be the basis for the final design. Mr. Whitmann said the Study will evaluate the replacement of the Flume as one construction project with an all-new pipeline alignment and the replacement of the Flume over a number of years via a hybrid approach using an alignment that connects to existing siphon sections. Mr. Whitmann stated that if the hybrid approach is selected, a condition assessment of the District’s existing siphons will need to be performed.

Mr. Whitmann provided clarification about the Study process, the scope of work, environmental review and permitting concerns. Director MacKenzie noted that the first Board workshop is tentatively set for September 2021, according to the Project Schedule; she requested that the Board be kept abreast of the Study’s progress.

Mr. J.P. Semper of Brown and Caldwell, who was present via teleconference, stated that he and his team are grateful and excited for the opportunity to work on this Study. He acknowledged the legacy aspect to the District’s Vista Flume and its value to the District’s ratepayers.

21-02-24	<i>Upon motion by Director Miller, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors authorized the General Manager to enter into Agreements for Professional Services with the following three consultants for the Flume Replacement Alignment Study: Brown and Caldwell in an amount not-to-exceed \$1,863,417; Helix Environmental Planning, Inc. in an amount not-to-exceed \$65,300; and Gillingham Water in an amount not-to-exceed \$89,496.</i>
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10. WIRELESS TELECOMMUNICATIONS FACILITY LICENSE AGREEMENT

See staff report attached hereto.

Director of Operations and Field Services Frank Wolinski provided an overview of the item stating that this is a continuation of an existing wireless telecommunications facility agreement; however, the previous agreement, entered into in 1995, was in the form of a lease rather than a license agreement. The new license agreement will have an initial five-year term with two five-year extension options. Mr. Wolinski stated that the license agreement provides the District with greater flexibility with the use of its site during the term of the license agreement. Mr. Wolinski added that the license fee will increase from around \$1,800 per month to \$3,000 per month; in future years, the license fee will be adjusted by the Consumer Price Index – All Urban Consumers for the San Diego Metropolitan Statistical Area with the minimum increase being three percent and the maximum increase being six percent.

General Counsel David Cosgrove provided clarification regarding the terms of the agreement, in particular Paragraph 6.2 “Co-Location of Third Party” and Paragraph 6.6 “Disconnection or Relocation”. Mr. Hodgkiss stated that that staff has been working with licensees to relocate their equipment currently affixed to District facilities whenever possible; he said that the provisions contained in the license agreement assist staff with these discussions.

21-02-25 *Upon motion by Director Miller, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors authorized the General Manager to execute a Wireless Telecommunications Facility License Agreement with Cellco Partnership dba Verizon Wireless for Cabrillo Circle (E1) reservoir.*

11. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS ELECTION, SOUTHERN NETWORK, SEAT A

See staff report attached hereto.

The Board discussed this matter briefly. Director MacKenzie indicated a desire to continue her service on the California Special Districts Association (CSDA) Board of Directors.

21-02-26 *Upon motion by Director Miller, seconded by Director Vásquez, the Board of Directors adopted Resolution 21-12 nominating Jo MacKenzie to the California Special Districts Association Board of Directors for the Southern Network, Seat A, by the following roll call vote:*

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

A copy of Resolution 21-12 is on file in the official Resolution Book of the District.

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

See staff report attached hereto.

Director Miller stated that there has not been a meeting of the San Diego County Water Authority (Water Authority) since his last report. He reported that a San Francisco Superior Court judge ruled in favor of the Water Authority in the first of two lawsuits challenging rates and charges set by the Metropolitan Water District (MWD). The order entitles the Water Authority to recover its attorneys' fees and costs in those cases in addition to a \$44 million damage and interest award. Director Miller reported that the Water Authority recently received the \$44 million payment from MWD.

13. MEETINGS AND EVENTS

See staff report attached hereto.

Director MacKenzie reported on a webinar regarding "Yellow Buddies", a company that provides minor fire hydrant maintenance services to public and private entities. Mr. Wolinski provided an overview of how the District handles reports by the Yellow Buddies regarding fire hydrants in need of major repair or replacement.

President Sanchez reported on his attendance at a meeting of the CSDA Professional Development Committee in which the 2020 events were reviewed. Director Sanchez commented that the need for events to be conducted virtually (because of the COVID-19 pandemic) has presented an opportunity for an increased number of events. He noted that CSDA has 120 events planned for 2021 compared to an average of 75 events in previous years.

President Sanchez reported on a meeting he attended of the Association of California Water Agencies (ACWA) Business Development Committee where the discussion centered on the recent ACWA Virtual Fall Conference; the event had 761 attendees. It was noted that the revenue from the exhibit hall and registration fees for this event equaled \$290,000 and that revenue from sponsorships netted \$107,000. Director Sanchez reported that the 2021 ACWA Spring Conference will also be virtual, and the 2021 ACWA Fall Conference may be a hybrid of virtual and in-person attendance.

Director MacKenzie reported on her attendance at a virtual meeting of the CSDA Membership Committee in which it was noted that CSDA has 17 new members. She also reported on her attendance at a meeting of the CSDA Financial Corporation which included an update on revenue; it was noted that the Financial Corporation brought in \$3.3 million in financings, which netted it \$88,000 in revenue.

Director MacKenzie requested authorization to attend the ACWA Virtual Legislative Symposium on March 11, 2021.

21-02-27	<i>Upon motion by Director Dorey, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors authorized Director MacKenzie to attend the ACWA Legislative Symposium, March 11, 2021.</i>
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14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

President Sanchez noted the upcoming agenda item to consider the Board meeting schedule for May 2021; he suggested his fellow Board members bring their calendars to facilitate this discussion. Mr. Hodgkiss stated that the May 2021 Board meeting schedule item will be placed on the March 3, 2021 agenda along with an agenda item to schedule a Special Board meeting for the Board to conduct Special Counsel interviews. Mr. Hodgkiss noted that the deadline to receive Special Counsel proposals is Friday, February 26, 2021.

15. COMMENTS BY DIRECTORS

Director Dorey recalled that the District purchases fleet vehicles at lower costs through Statewide Commodity Contracts, a cooperative purchasing arrangement made available by the State to local government agencies. He asked if staff also seeks quotes from traditional procurement sources to confirm that the best price is being offered through the State’s program. Mr. Wolinski stated that staff does check fleet pricing to make sure the District is getting the best price; he recalled that in the case of the recent purchase of two Ford F650s the District saved approximately \$10,000 (per vehicle) by purchasing through the Statewide Commodity Contracts. Director Dorey suggested an occasional report of vehicles purchased and how much was saved by going through State purchasing.

President Sanchez commented on a recent news article about hackers who gained access to a Florida water treatment facility using outdated remote access software and in an attempt to poison the water supply; an operator at the facility quickly caught the hack. President Sanchez stated that this story drives home the suggestion made in the District’s recent audit report that the District prioritize an assessment of its cybersecurity and take action, as needed.

16. COMMENTS BY GENERAL COUNSEL

General Counsel David Cosgrove informed the Board that he and the General Manager are working on a letter of support for the ACWA Sponsored legislation, Senate Bill (SB) 323 (Caballero). He stated that SB 323 would require that a validation action challenging any water or sewer rate be filed with the court within 120 days of the agency approving said rate. He summarized that this legislation is intended to place water and sewer rates on an even plane with capacity and electrical charges, which have a specified timeframe for parties to file lawsuits challenging said charges.

Mr. Cosgrove reported on a court of appeals decision in the City of Duarte vs the State Water Resources Control Board. This appeal centered on a permit issued by state and local water control boards that required 86 Southern California municipalities to reduce or prevent pollutants discharged through storm sewer systems by meeting numeric effluent limitations. The trial court found that, because the permit obligated the municipalities to meet more stringent standards than required by federal law, the water boards had to consider the factors identified in California Water Code section 13421, including economic considerations, before issuing the permit. The trial court also found that the water boards had not sufficiently considered the Water Code section 13241 factors, and invalidated the portions of the permit pertaining to these factors.

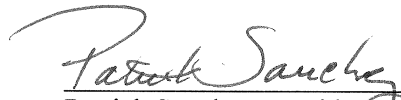
17. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss pointed out the information that was provided to the Board summarizing SB 323, legislation reported on by General Counsel in agenda Item 16.

Mr. Hodgkiss stated that the water level of Lake Henshaw was at 6,400 acre feet.


18. ADJOURNMENT

There being no further business to come before the Board, at 10:46 a.m., President Sanchez adjourned the meeting.



Patrick Sanchez, President

ATTEST:



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



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date:	February 17, 2021
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: GRANT OF RIGHT OF WAY AND QUITCLAIM DEED

RECOMMENDATION: Accept Grant of Right of Way (P85) and approve Quitclaim Deed (684) for a 305-unit multi-family residential housing project known as Persea consisting of approximately 10.4 gross acres, owned by Persea Senior Borrower, LLC, located at 1305 North Santa Fe Avenue, Vista (LN 2018-017; APNs 173-080-04, 06, 07, 17, 18, 20, 22, 24, 36, 37, 38, 39; DIV NO 1).

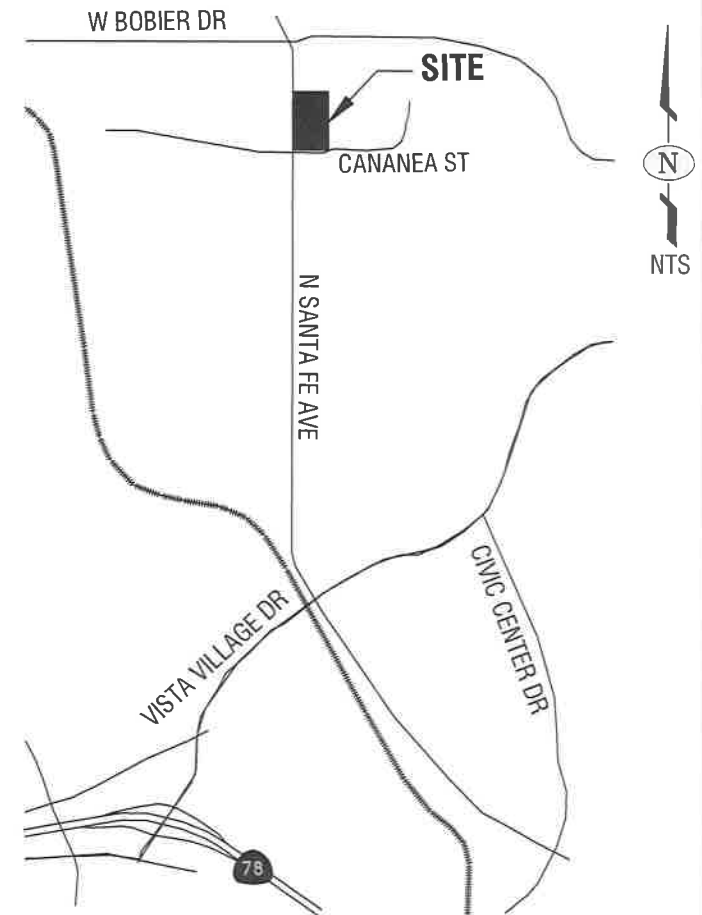
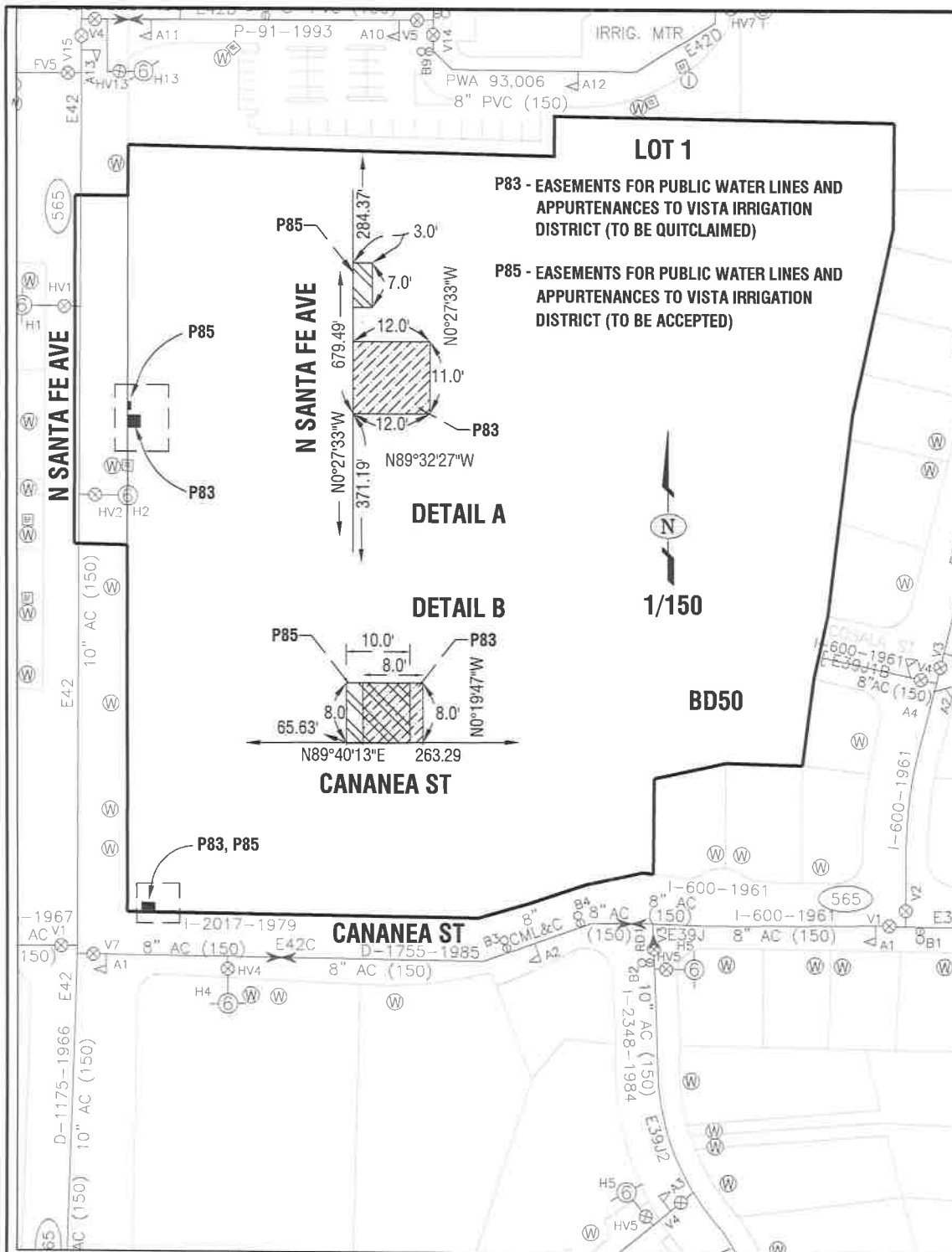
PRIOR BOARD ACTION: On January 23, 2019, the Board accepted Grant of Right of Way (P83) via City of Vista Map P16-0470.

FISCAL IMPACT: None.

SUMMARY: Acceptance of Grant of Right of Way (P85) via easement document and approval of Quitclaim Deed (684) will allow the District to secure a dedicated 3-foot by 7-foot and 8-foot by 10-foot specific easement along North Santa Fe Avenue and Cananea Street and allow the owner to record the documents with the County Recorder.

DETAILED REPORT: Persea Senior Borrower, LLC recently developed a 305-unit multi-family residential housing project and associated improvements on 10.4 gross acres located at the northeast corner of North Santa Fe Avenue and Cananea Street (APNs 173-080-04, 173-080-06, 173-080-07, 173-080-17, 173-080-18, 173-080-20, 173-080-22, 173-080-24, 173-080-36, 173-080-37, 173-080-38, and 173-080-39). Grant of Right of Way (P83) was dedicated for the new water meters to the site and the locations were moved during construction due to utility conflicts. The acceptance of Grant of Right of Way (P85) and approval of Quitclaim Deed (684) will allow the new water meters to be located within a dedicated specific easement.

ATTACHMENT: Map



LEGEND

= P83

= P83 & P85

= P85

VISTA IRRIGATION DISTRICT	
PERSEA	
VISTA TRACT NO. P16-0470	
APN 173-080-04, 06, 07, 17, 18, 20, 22, 24, 36, 37, 38, 39	T.B. 1087 H4
SCALE: 1/150	L.N. 2018-017
APPD. BY	DATE
DRAWN BY PD	DATE 01/07/19
SHEET 1 of 1	MAP E10
REVISED 1/15/21	Paul Dupree
W.O.	



STAFF REPORT

Agenda Item: 6.B

Board Meeting Date:	February 17, 2021
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: DETACHMENT TERMS AND CONDITIONS

RECOMMENDATION: Adopt Resolution No. 21-XX setting the terms and conditions of detachment of 2.31 acres for the Papp – Olive Street Reorganization and direct staff to file the resolution with San Diego Local Agency Formation Commission (LN 2020-018; CF 500-374; LAFCO RO20-17; APN 182-101-43 and -44; DIV NO 5).

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: The proposed Papp – Olive Street Reorganization involves two undeveloped parcels totaling 2.31 acres and located on Olive Street in the City of San Marcos. The property owners intend to construct one single-family residence on each parcel. The site is located within Vista Irrigation District's (District's) "Boot" service area and within the Vallecitos Water District's (Vallecitos's) sphere of influence. While the District does have facilities approximately 500 feet away from the properties at the end of the Jennieah Lane cul-de-sac, Vallecitos has an existing water main in Olive Street that is closer (approximately 350 feet away) and can be accessed without encumbering additional properties. Additionally, Vallecitos is the intended water service provider for this area.

DETAILED REPORT: The District received notice from the owners, Szilard Papp and Jeff Lundblade, on July 10, 2020 that they had filed a reorganization application with the San Diego Local Agency Formation Commission (LAFCO) and were requesting detachment of their parcels from the District. In this reorganization application, property owners acknowledge that their properties require sewer service from Vallecitos as well as water service. Vallecitos requires that an applicant pay water annexation fees in addition to sewer annexation fees in order to serve sewer to any property not already within its water service area. Based on this, the property owners would be required to pay water annexation fees to Vallecitos even if the District served their properties.

Vallecitos's Board of Directors approved conditions for the annexation of this parcel into its water and sewer service area on August 19, 2020.

The District received LAFCO's Notice of Proposal on February 1, 2021, requesting terms and conditions for the Papp – Olive Street Reorganization. The attached resolution is presented for the Board's consideration to set the terms and conditions of this detachment from the District. Following Board approval, the resolution will be submitted to LAFCO for filing.

ATTACHMENTS: LAFCO Notice of Proposal / Preliminary Staff Report
Draft Resolution
Maps



San Diego County
Local Agency Formation Commission
 Regional Service Planning | Subdivision of the State of California

NOTICE OF PROPOSAL
PRELIMINARY STAFF REPORT

Title of Proposal:	“Papp – Olive Street Reorganization” Proposed Annexation to Vallecitos Water District with concurrent Detachment from Vista Irrigation District
Reference No.:	RO20-17
Affected APNs:	182-101-43 and -44
Date Received:	November 25, 2020
Applicant:	Landowner, by Petition
Subject Agencies:	Vallecitos Water District, Vista Irrigation District
Sphere Amendment:	No
Project Manager:	Robert Barry robert.barry@sdcounty.ca.gov

I. Proposal Request

The San Diego Local Agency Formation Commission (LAFCO) has received a reorganization application from landowners requesting approval for annexation of approximately 2.31 acres of San Marcos incorporated territory to the Vallecitos Water District for water and wastewater services with a concurrent detachment from Vista Irrigation District. The affected territory includes two undeveloped incorporated parcels identified as APNs 182-101-43 and -44 with unassigned situs addresses on Olive Street, San Marcos. The subject landowners intend to construct one single-family residence on each parcel. Annexation to the Vallecitos WD is requested for water and wastewater services to the proposed residences. The affected territory is located within the Vallecitos WD sphere of influence and the WD has existing water and wastewater infrastructure adjacent to the site within Olive Street and Sycamore Drive, respectively. The concurrent detachment from Vista ID is required as a Vallecitos WD condition of water and wastewater service. The affected territory is surrounded by residential uses and is located south of Deer Springs Road, west of Mulberry Drive, north of Cox Road, and east of Sycamore Drive. A copy of submitted proposal materials and LAFCO vicinity map is attached.

II. Proposal Purpose

The purpose of the proposed reorganization is to establish public water and wastewater services from the Vallecitos WD for two single-family residences to be developed on the affected

Administration Keene Simonds, Executive Officer County Operations Center 9335 Hazard Way, Suite 200 San Diego, California 92123 T 858.614.7755 F 858.614.7766 www.sdlafco.org	Vice Chair Jim Desmond County of San Diego	Mary Casillas Salas City of Chula Vista	Chris Cate City of San Diego	Jo MacKenzie Vista Irrigation	Chair Andy Vanderlaan General Public
	Nora Vargas County of San Diego	Bill Wells City of El Cajon	Marni von Wilpert, Alternate City of San Diego	Barty Willis Alpine Fire Protection	Harry Mathis, Alternate General Public
	Joel Anderson, Alternate County of San Diego	Paul McNamara, Alternate City of Escondido		Erin Lump, Alternate Rincon del Diablo	

incorporated territory. The concurrent detachment from Vista ID is required as a Vallecitos WD condition of service. The affected territory is presently located within the San Marcos Fire Protection District (FPD) for fire protection and emergency medical services; no change to this service arrangement is proposed. The City of San Marcos General Plan designates the affected territory as Agricultural/Residential (AG) and zoning as Agricultural (A-1), which allows up to one dwelling unit per 1 to 4 acres. The two subject incorporated parcels, APN 182-101-43, approximately 1.16 acres; and 182-101-43, approximately 1.15 acres; are presently undeveloped. One single-family residence is planned for development on each parcel following the proposed reorganization for water and wastewater services. The affected territory is generally surrounded by rural residential uses, with intensive agricultural uses to the east. The proposed reorganization is anticipated to be categorically exempt under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15319(b), because the proposal area contains not more than three single-family residences to be constructed or converted as defined by Section 15303 and the number of proposed structures is the maximum allowable on the legal parcels. A final environmental recommendation will be made following public comment and issuance of a Certificate of Filing for the proposal by the Executive Officer.

III. LAFCO Considerations

An initial review of the proposal identifies the following pertinent item(s) germane to LAFCO staff's review and ahead of the Commission's deliberations:

Reorganization Merit-

The merit of the proposed reorganization involving annexation to the Vallecitos WD for water and wastewater services with a concurrent detachment from Vista ID will be the primary focus of the analysis given the affected incorporated territory presently lies within the Vallecitos WD sphere of influence. This analysis is prefaced on addressing the LAFCO proposal review factors required for consideration of proposed changes of organization or reorganization and enumerated under Government Code 56668. The majority of the prescribed factors of review for the proposed change of organization will focus on the service and financial capacities of the annexing agency, Vallecitos WD.

IV. Proposal Referrals

This proposal application notice and preliminary staff report is being provided to all of the following subject and interested agencies:

- County of San Diego | County Service Area No. 135 (Regional Communications); Department of Planning and Development Services; Auditor/PTS; Assessor/Mapping; Twin Oaks Community Planning Group; District 5, Office of Supervisor Desmond
- Fire Protection | San Marcos Fire Protection District
- Water District | Vallecitos Water District; Vista Irrigation District; San Diego County Water Authority; Metropolitan Water District of Southern California
- Wastewater District | Vallecitos Water District
- Other Interested Agencies | City of San Marcos; San Marcos Unified School District; Palomar Community College District; County Committee on School District Organization; Palomar Health Healthcare District; North County Cemetery District; Resource Conservation District of Greater San Diego County

San Diego LAFCO

January 25, 2021

Subject: Proposed "Papp – Olive Street Reorganization" | Annexation to Vallecitos Water District with Concurrent Detachment from Vista Irrigation District | RO20-17

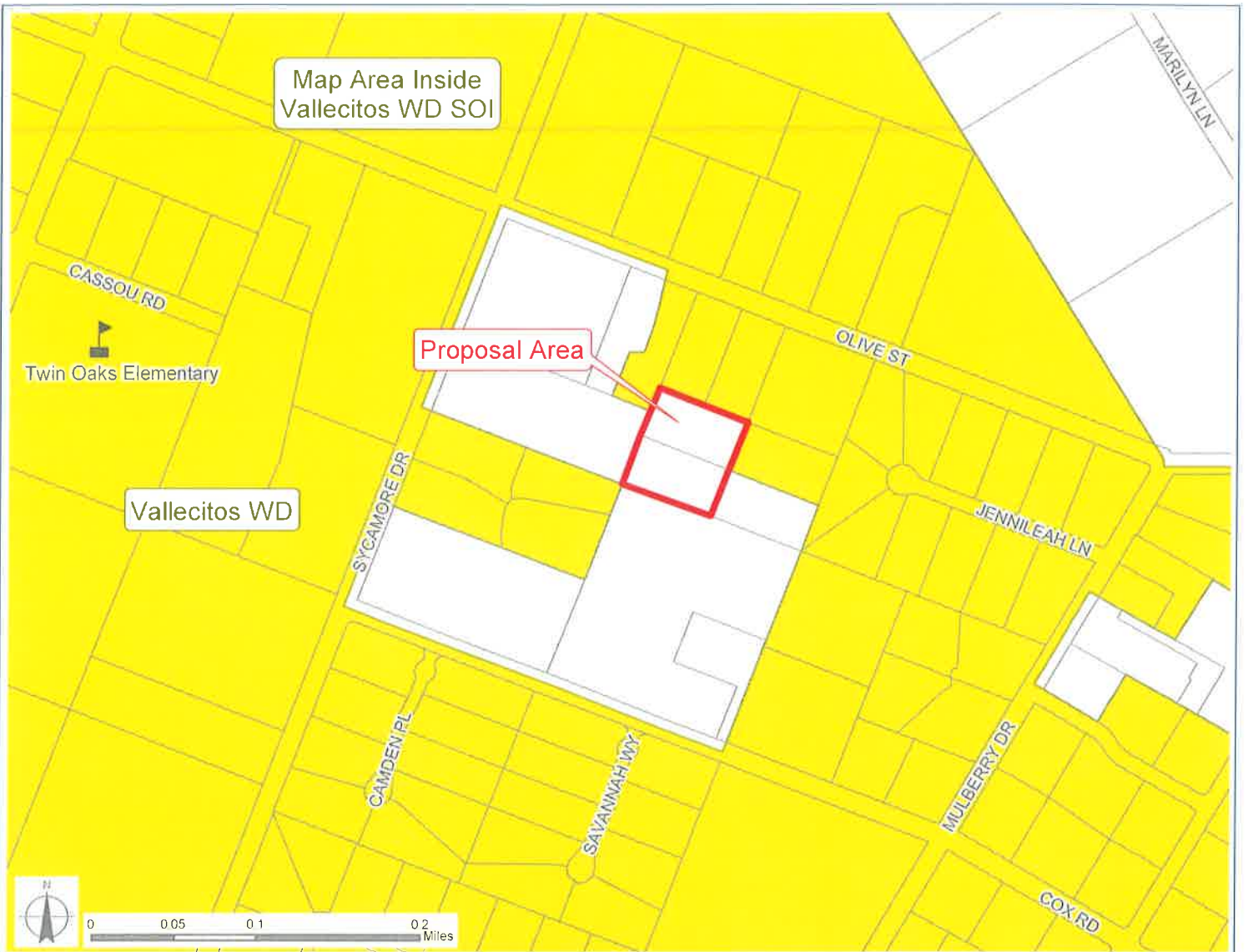
V. Review and Comment

All interested agencies and related stakeholders are invited to review and submit comments on the proposal – including any requested terms – by **Friday, February 19, 2021**. Comments should be directed to LAFCO Chief Analyst Robert Barry at robert.barry@sdcounty.ca.gov.

Attachments:

- 1) Proposed Reorganization Area Vicinity Map
- 2) Proposal Materials – Landowner Petition

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RO20-17 "PAPP - OLIVE STREET REORGANIZATION" | ANNEXATION TO VALLECITOS WD WITH CONCURRENT DETACHMENT FROM VISTA ID

-  Proposal Area
 -  Vallecitos WD
 -  Vallecitos WD SOI
- SOI = Sphere of Influence



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PETITION FOR PROCEEDINGS PURSUANT TO THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000

Part I: NOTICE OF INTENT TO CIRCULATE PETITION

Proponents are required to file a NOTICE OF INTENT TO CIRCULATE PETITION with the Executive Officer of the San Diego Local Agency Formation Commission before a petition to initiate a change of organization or reorganization can be circulated (Govt. Code § 56700.4).

1. Notice is hereby given to circulate a petition proposing to: Detach from VID and Annex to VWD

2. The reason(s) for the proposal are: To obtain water/sewer service from VWD

Szillard Papp

Proponent's Name (print)



Signature of proponent or representative

1936 Sleepy Hollow Rd.

Proponent's Address

Escondido, CA, 92026

City, State, Zip

Pursuant to Section 56700.4 of the California Government Code, this NOTICE OF INTENT TO CIRCULATE PETITION was filed with me on _____

Date

Executive Officer (Print and Sign)

PART II: DISCLOSURE REQUIREMENTS

The Political Reform Act prohibits a person appointed to the Local Agency Formation Commission from soliciting or accepting campaign contributions of more than \$250 within the preceding 12 months from parties, participants, or their agents while a proceeding is pending before LAFCO and for three months following the decision. LAFCO commissioners who receive such contributions are required to disqualify themselves from participating in the proceedings. Both commissioners and contributors who are parties to the proceeding are required to disclose the contributions received or made. Names of current LAFCO commissioners and LAFCO disclosure forms are available at <http://www.sdlafco.org> or by calling 858/614-7755.

Pursuant to Government Code Section 56700.1, any person or combination of persons who, for political purposes, directly or indirectly contributes \$1,000 or more, or expend \$1,000 or more in support of, or in opposition to a proposal for a change of organization or reorganization that will be submitted to the Commission, shall disclose and report to the Commission to the same extent and subject to the same requirements of the Political Reform Act (Title 9 [commencing with Section 81000]) as provided for local initiative measures.

Pursuant to Government Code Section 57009, any person or combination of persons who directly or indirectly contributes \$1,000 or more, or expends \$1,000 or in support of, or in opposition to, the conducting authority proceedings for a change of organization or reorganization, must comply with the disclosure requirements of the Political Reform Act of 1974, (Government Code section 81000 et seq.). Applicable reports must be submitted to the Secretary of State and the appropriate city or county clerk. Copies of the reports must also be filed with the Executive Officer of San Diego LAFCO.

Part III: PETITION FOR CHANGE OF ORGANIZATION OR REORGANIZATION

This proposal is made pursuant to Part 3, Division 3, Title 5 of the California Government Code, Section 56000 et seq. of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

(a) The specific change(s) of organization proposed is/are: Detach from VID and Annex to VWD

(b) The boundary of the territory included in the proposal is as described in the attached legal description and map and is by this reference incorporated herein.

(c) The proposed action(s) will be subject to the following terms and conditions: TBD

(d) The reason(s) for the proposal is/are: To obtain water/sewer service from VWD

(e) Signers of this petition have signed as (select one): landowner; registered voter.

(f) The name(s) and mailing address(s) of the chief petitioner(s) (not to exceed three) is/are:

1. Szilard Papp 1936 Sleepy Hollow Rd. Escondido, CA 92026
Name of chief proponent (print) mailing address

2. _____
Name of chief proponent (print) mailing address

3. _____
Name of chief proponent (print) mailing address

(g) It is requested that proceedings for this proposal be taken in accordance with Section 56000 et seq. of the Government Code.

(h) This proposed change of organization (select one) is is not consistent with the sphere-of-influence of any affected city or district.

(i) The territory included in the proposal is (select one) inhabited (12 or more registered voters) uninhabited (11 or less registered voters).

(j) If the formation of a new district(s) is included in the proposal:

1. The principal act under which said district(s) is/are proposed to be formed is/are: _____

2. The proposed name(s) of the new district(s) is/are: _____

3. The boundary(ies) of the proposed new district(s) is/are described in the attached legal description and map and are by this reference incorporated herein.

(k) If an incorporation is included in the proposal:

1. The name of the proposed city is: _____

2. Provisions are requested for appointment of: city manager city clerk city treasurer

(l) If the proposal includes a consolidation of special districts, the proposed name of the consolidated district is: _____

Part IVb: LANDOWNER PETITION

Petitions must meet minimum signature requirements (see Part V). Signatures must be secured within six months of the date on which the first signature was affixed. Petitions must be submitted to the LAFCO Executive Officer within 60 days after the last signature is affixed (Govt. Code § 56705).

Each of the undersigned states:

- I personally signed this petition.
- I am a landowner of the affected territory.
- I personally affixed hereto the date of my signing this petition and the Assessor's Parcel Number(s), or a description sufficient to identify the location of my land.

Name of Signer	Assessor's Parcel Number(s)	Date Signed	Official Use
Sign <u><i>[Signature]</i></u> Print Szilard Papp	182-101-43-00	07/06/2020	
Sign <u><i>[Signature]</i></u> Print Jeff Lundblade	182-101-44-00	7/26/2020	
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			

Part V: MINIMUM SIGNATURE REQUIREMENT FOR A SUFFICIENT PETITION UNDER THE PROVISIONS OF THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000

Reorganization—Signatures must comply with the applicable signature requirements for each of the changes proposed (Govt. Code § 56864.1).

District Formation—Signatures as required by the principal act under which the new district is proposed to be formed (Govt. Code § 56860).

Dissolution of a District—For registered voter district: signatures by (a) not less than 10% of the registered voters within the district; or (b) not less than 10% of the number of landowners within the district who also own not less than 10% of the assessed value of land within the district.

—For landowner-voter districts: signatures by not less than 10% of the number of landowners within the district who also own not less than 10% of the assessed value of land within the district.

—If dissolution is for inactivity, the petition must be signed by three or more registered voters or landowners within the subject district and include statement and recitations as required by Govt. Code 56871 (Govt. Code § 56870).

Consolidation of Districts—For registered voter districts: signatures by not less than 5% of the registered voters within each of the districts.

—For landowner-voter districts: signatures by landowners-voters constituting not less than 5% of the number of landowner-voters owning land within each of the several districts who also own not less than 5% of the assessed value of land within each of the districts (Govt. Code § 56865).

Merger of District with City or Establishment of a Subsidiary District—For a registered voter district: signatures by (a) 5% of the registered voters of the district; or (b) 5% of the registered voters residing within the territory of the city outside the boundaries of the district.

—For a landowner-voter district: signatures by (a) 5% of the number of landowner-voters within the district; or (b) 5% of the registered voters residing within the territory of the city outside the boundaries of the district (Govt. Code § 56866).

District Annexation or Detachment—For a registered voter district: signatures by (a) not less than 25% of the number of registered voters within the territory proposed to be annexed or detached; or (b) not less than 25% of the number of landowners within the territory proposed to be annexed or detached who also own not less than 25% of the assessed value of land within the territory.

—For a landowner-voter district: signatures by not less than 25% of the number of landowners owning land within the territory proposed to be annexed or detached who also own not less than 25% of the assessed value of land within the territory (Govt. Code § 56864).

Incorporation of a City—Signatures by: (a) not less than 25% of the registered voters residing in the area to be incorporated; or (b) not less than 25% of the number of owners of land within the territory proposed to be incorporated who also own not less than 25% of the assessed value of land within the territory proposed to be incorporated (Govt. Code § 56764).

Disincorporation of a City—Signatures by not less than 25% of the registered voters residing in the city proposed to be disincorporated (Govt. Code § 56766).

Consolidation of Cities—Signatures by not less than 5% of the registered voters of each affected city (Govt. Code § 56766).

Annexation to a City—Signatures by: (a) not less than 5% of the number of registered voters residing within the territory proposed to be annexed; or (b) not less than 5% of the number of owners of land within the territory proposed to be annexed who also own 5% of the assessed value of land within the territory (Govt. Code § 56767).

Detachment from a City—Signatures by: (a) not less than 25% of the number of registered voters residing within the territory proposed to be detached; or (b) not less than 25% of the number of owners of land within the territory proposed to be detached who also own 25% of the assessed value of land within the territory (Govt. Code § 56768).

RESOLUTION NO. 21-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT

SETTING THE TERMS AND CONDITIONS OF DETACHMENT FOR
PAPP – OLIVE STREET REORGANIZATION

APN 182-101-43 and -44; LN 2020-018;
CF 500-374; LAFCO RO20-17; DIV NO 5

WHEREAS, a petition was submitted by the property owners to the Local Agency Formation Commission (LAFCO), the lead agency, for a reorganization of territory, including the detachment of two parcels from the Vista Irrigation District (District) and annexation to Vallecitos Water District (Vallecitos) for water and sewer service; and

WHEREAS, LAFCO has requested terms and conditions of detachment for the two undeveloped parcels consisting of approximately 2.31 gross acres.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Vista Irrigation District that this detachment is conditioned upon the following:

1. Payment of the District administration fee of \$2,262.00.
2. Submittal of final maps and geographic descriptions of the affected territory and associated boundary changes as approved by LAFCO.
3. Completion of annexation procedures with Vallecitos prior to final detachment with the District.

BE IT FURTHER RESOLVED that compliance with the above terms and conditions shall be completed prior to adoption by LAFCO of the finalizing resolution ordering the detachment.

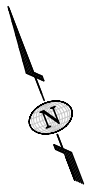
PASSED AND ADOPTED by the following roll call vote of the Board of Directors for the Vista Irrigation District this 17th day of February 2021.

AYES:
NOES:
ABSTAIN:
ABSENT:

Patrick H. Sanchez, President

ATTEST:

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



182-082-19

SYCAMORE DRIVE

E. OLIVE STREET

LINDAUER-OLIVE STREET
REORGANIZATION (PENDING)
182-101-01

182-101-17

VID SERVICE BOUNDARY

182-101-49

182-101-50

PRIVATE ROAD

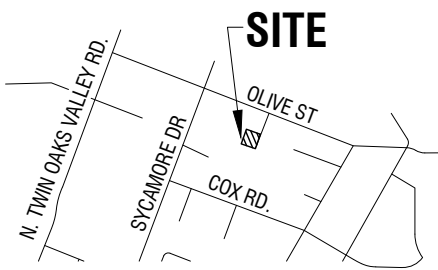
182-101-18

182-101-43
1.16 ACRES

182-101-03

DETACH FROM VID
ANNEX TO VWD

182-101-44
1.15 ACRES



SITE



VICINITY MAP

NTS

OWNER:
PAPP & LUNDBLADE
ATTN: SZILARD PAPP
1936 SLEEPY HOLLOW ROAD
ESCONDIDO, CA 92026

VISTA IRRIGATION DISTRICT

DETACHMENT

PAPP - OLIVE STREET REORGANIZATION

APN 182-101-43, 182-101-44		T.B.
SCALE: NTS		2020-018
APPD. BY	DATE	W.O.
DRAWN BY JB	DATE 2/5/2021	
SHEET 1 of 1	MAP 018	
REVISED 2/8/21	Jeanette Bradshaw	



VALLECITOS PIPELINE

VID PIPELINE

182-101-43
182-101-44

PROJECT LOCATION

DETACHMENT
PAPP-OLIVE STREET REORGANIZATION



1000 ft

Google Earth

© 2021 Google



Cash Disbursement Report

Payment Dates 1/21/2021 - 2/3/2021

Payment Number	Payment Date	Vendor	Description	Amount
66125-66143	01/27/2021	Refund Checks 66125-66143	Customer Refunds	13,717.91
66144	01/27/2021	ACWA/JPIA	Medical & Dental Insurance 02/2021 - Cobra	69.09
	01/27/2021		Medical & Dental Insurance 02/2021 - Cobra	69.09
	01/27/2021		Medical & Dental Insurance 02/2021 - Cobra	69.09
	01/27/2021		Medical & Dental Insurance 02/2021 - Cobra	888.10
	01/27/2021		Medical & Dental Insurance 02/2021 - Cobra	888.10
	01/27/2021		Medical & Dental Insurance 02/2021 - Cobra	1,776.20
	01/27/2021		Medical & Dental Insurance 02/2021 - Cobra	33.72
	01/27/2021		Medical & Dental Insurance 02/2021 - Cobra	33.72
	01/27/2021		Medical & Dental Insurance 02/2021 - Employees	182,833.86
	01/27/2021		Medical & Dental Insurance 02/2021 - Retirees	39,034.20
	01/27/2021		Medical & Dental Insurance 02/2021 - P Dorey	1,845.29
	01/27/2021		Medical & Dental Insurance 02/2021 - M Miller	1,786.85
	01/27/2021		Medical & Dental Insurance 02/2021 - P Sanchez	1,786.85
	01/27/2021		Medical & Dental Insurance 02/2021 - J MacKenzie	1,786.85
	01/27/2021		Medical & Dental Insurance 02/2021 - R Vasquez	1,845.29
66145	01/27/2021	Ironwood Plumbing	Meter Tie-backs (3) - Kent Place	5,400.00
66146	01/27/2021	Airgas USA LLC	Oxygen	51.54
66147	01/27/2021	Amazon Capital Services	Filter Retainer Knob - Truck 1	21.54
	01/27/2021		Unions, Jack	178.09
	01/27/2021		Headlight, Turn Signal Housing - Truck 14	112.45
	01/27/2021		Water Tank Level Sensors	205.45
	01/27/2021		No Parking Signs	97.20
66148	01/27/2021	AT&T	3680/CALNET 12/13/20 - 01/12/21 - Legacy Lines	374.62
	01/27/2021		0230/CALNET 12/13/20 - 01/12/21 - Long Distance	65.64
66149	01/27/2021	Auto Specialist Warehouse	Brake Pads - Truck 47	75.06
66150	01/27/2021	Boot Barn Inc	Footwear Program	154.57
	01/27/2021		Footwear Program	180.00
66151	01/27/2021	Brent Reyes	Tuition Reimbursement 01/2021	161.00
66152	01/27/2021	Broadway Auto Glass Inc	Windshield Installation - Truck 44	383.99
66153	01/27/2021	Canon Solutions America, Inc	Canon Supplies & Service	19.71
66154	01/27/2021	CDW Government Inc	Polycom Microphone Cables	35.15
	01/27/2021		InDesign licenses	852.24

Payment Number	Payment Date	Vendor	Description	Amount
	01/27/2021		Acrobat licenses	383.02
66155	01/27/2021	City of Oceanside	Weese Treatment 10/2020	13,603.04
	01/27/2021		Weese Treatment 12/2020	7,543.50
66156	01/27/2021	Core & Main	Sleeve 8"x12" Galvanized Top Sections (50)	462.77
	01/27/2021		Adapter FH Brass 2.5"x.75" FHTxIPT (1)	12.45
	01/27/2021		Nozzle 1.5" Fire Hose (1)	12.99
	01/27/2021		Fire Hydrant Spool 6x18 DI (1)	112.85
	01/27/2021		Fire Hydrant Spool 6x24 DI (1)	133.15
	01/27/2021		Nut Bolt Gasket Kit 6"-8" (6" gkt) 3/4 x 3 1/4 (40)	411.35
	01/27/2021		Adapter 6" DI POxFL (3)	241.13
	01/27/2021		Ball Meter Valve 1.5" FLG X FIP DD & Lockwing (1)	189.44
	01/27/2021		Adapter 2.5" MNST X 2" MIPT Hose (1)	24.09
	01/27/2021		Coupling 6" Deflection C900 (10)	285.78
	01/27/2021		Angle Ball Valve 2" FNPT X MNPT (CurbStop) (5)	1,434.31
	01/27/2021		Fire Hydrant 6" Break Off Spool LB400 (1)	465.48
	01/27/2021		Deflection Couplings (6)	1,150.77
66157	01/27/2021	County of San Diego	Permit Fees 12/2020	4,763.90
66158	01/27/2021	Craneworks Southwest Inc	Crane Inspection Log Books 2021 (2)	39.00
66159	01/27/2021	CWEA	Electrical/Instrumental Certification Renewal	96.00
66160	01/27/2021	Digital Deployment, Inc	Website Hosting, Maintenance & Support	300.00
66161	01/27/2021	Direct Energy	Electric 12/2020	1,588.68
66162	01/27/2021	DIRECTV	Direct TV Service	102.99
66163	01/27/2021	Downtown Ford Sales	2021 Ford F-650 Cab/Chassis	60,605.37
66164	01/27/2021	Dudek	E Reservoir Replacement & Pump Station 07/2020	35,691.90
	01/27/2021		E Reservoir Replacement & Pump Station 10/2020	14,631.60
	01/27/2021		E Reservoir Replacement & Pump Station 12/2020	10,333.38
66165	01/27/2021	EDCO Waste & Recycling Services Inc	40 yd Dumpster	350.63
66166	01/27/2021	Ferguson Waterworks	Wire 10 Copper (500)	139.64
	01/27/2021		Wire 10 Copper (1000)	279.29
	01/27/2021		Arbors (4)	346.36
	01/27/2021		Coupling 1" PVC SxS Sch 40 (10)	2.81
	01/27/2021		ElI 1" 90° PVC SxS Sch 40 (10)	3.57
	01/27/2021		5/8" x 2.5" Brass Bolts (50)	184.03
	01/27/2021		Calder Coupling 4" Clay x 4" PVC (6)	32.48
	01/27/2021		4" PO Gaskets (20)	54.56
	01/27/2021		8" PO Gaskets (20)	77.94
	01/27/2021		6" PO Gaskets (30)	93.53
	01/27/2021		10" PO Gaskets (20)	124.70

Payment Number	Payment Date	Vendor	Description	Amount
	01/27/2021		Ell 1" 45° PVC SxS Sch 40 (10)	5.41
	01/27/2021		3/4" x 1" Meter Bushing (#A34R-NL) (10)	109.33
	01/27/2021		3/4" x 1" Meter Bushing (sold in pairs) (8)	176.23
66167	01/27/2021	Flyers Energy, LLC	Fuel Use	64.74
66168	01/27/2021	Freeway Trailer Sales	Trailer Tongue Jack - C5	159.15
66169	01/27/2021	Glennie's Office Products Inc	Office Supplies	70.96
	01/27/2021		Office Supplies	530.21
	01/27/2021		Office Supplies	16.81
66170	01/27/2021	Grainger	Crimping Tool	283.31
	01/27/2021		Cutting Wheels	96.57
66171	01/27/2021	Hach Company	CL17 Replacement Parts	95.15
66172	01/27/2021	Hawthorne Machinery Co	Seat Belt - L4	216.93
66173	01/27/2021	IDEXX Distribution Corporation	Bac-T Sample Supplies	2,411.13
66174	01/27/2021	Jackson & Blanc	HVAC - Boiler, Pumps and Piping Replacement	191,679.00
	01/27/2021		HVAC Quarterly Maintenance	2,668.00
66175	01/27/2021	J. Leon Construction	Concrete Finish Work - E43	3,500.00
66176	01/27/2021	Joe's Paving	Patch Paving	4,479.50
	01/27/2021		Patch Paving	2,085.20
66177	01/27/2021	Jan-Pro of San Diego	Janitorial Service 01/2021	4,497.00
66178	01/27/2021	Ken Grody Ford Carlsbad	Rear Chrome Bumper Panels - Truck 16	366.37
	01/27/2021		Cooling System Parts	287.85
	01/27/2021		Blend Door Actuator - Truck 22	85.66
66179	01/27/2021	Leon Perrault Trucking & Materials	Trucking & Material 12/2020	3,464.38
66180	01/27/2021	Lightning Messenger Express	Messenger Service 01/15/21	52.50
66181	01/27/2021	Mallory Safety and Supply, LLC	Jacket Rain XL (1)	102.84
	01/27/2021		Jacket Rain LG (1)	102.84
66182	01/27/2021	McMaster-Carr Supply Company	Compressor Belts (2)	38.08
	01/27/2021		Machine Guarding Parts	229.87
	01/27/2021		Machine Guarding Parts	165.58
66183	01/27/2021	Medical Eye Services	Vision Insurance 02/2021 - Cobra	8.78
	01/27/2021		Vision Insurance 02/2021 - Cobra	8.78
	01/27/2021		Vision Insurance 02/2021 - Employees	1,649.78
	01/27/2021		Vision Insurance 02/2021 - P Dorey	14.24
	01/27/2021		Vision Insurance 02/2021 - P Sanchez	14.24
	01/27/2021		Vision Insurance 02/2021 - J MacKenzie	14.24
	01/27/2021		Vision Insurance 02/2021 - M Miller	14.24
	01/27/2021		Vision Insurance 02/2021 - R Vasquez	14.24
66184	01/27/2021	Moody's	Dump Fees (2)	400.00

Payment Number	Payment Date	Vendor	Description	Amount
	01/27/2021		Dump Fees (2)	400.00
66185	01/27/2021	NAPA Auto Parts	Trailer Tongue Jack - C5	82.26
	01/27/2021		Trailer Tongue Jack - C5	(82.26)
	01/27/2021		LED Tail Lamps - P16	81.17
	01/27/2021		Thermostat Housing - Truck 13	5.94
	01/27/2021		Filters (2)	10.24
66186	01/27/2021	Partsmaster	Clevis Pins (5)	43.00
66187	01/27/2021	Nhan Lam	Customer Rebate Smart Leak Detector Rebate Program	100.00
66188	01/27/2021	North County Auto Parts	Registration Holders (12)	76.77
	01/27/2021		Diesel Exhaust Fluid	42.82
	01/27/2021		Ignition Switch - A10	33.19
	01/27/2021		Ignition Switch - Truck 30	24.12
	01/27/2021		Diesel Exhaust Fluid	21.41
66189	01/27/2021	North County Industrial Park	Association Fees 02/2021	879.30
66190	01/27/2021	North County Rebuilders	Rebuild Starter - P18	215.42
66191	01/27/2021	O'Reilly Auto Parts	Battery - P18	115.76
	01/27/2021		Backup Alarm - Truck 85	51.97
	01/27/2021		License Plate Frames, Glue	31.90
66192	01/27/2021	Pacific Pipeline Supply	Compression Couplings	52.11
	01/27/2021		Discharge Parts - Well 31A	1,025.16
	01/27/2021		6" Gaskets for Nut, Bolt & Gasket Set (50)	160.55
66193	01/27/2021	Ramco Petroleum	Fuel 12/2020	1,015.08
66194	01/27/2021	Red Truck Fire & Safety Co	Annual Fire Extinguisher Inspection & Service	2,329.85
66195	01/27/2021	Red Wing Shoe Store	Footwear Program	241.78
	01/27/2021		Footwear Program	156.44
66196	01/27/2021	Rutan & Tucker LLP	Legal 12/2020	159.00
	01/27/2021		Legal 12/2020	1,351.50
	01/27/2021		Legal 12/2020	1,283.00
66197	01/27/2021	San Diego Gas & Electric	Electric 01/2021 - Henshaw Buildings & Grounds	973.01
	01/27/2021		Electric 01/2021 - Henshaw Well Field	12,473.76
	01/27/2021		Electric 12/2020 - Cathodic Protection & T&D	228.33
	01/27/2021		Electric 12/2020 - Reservoirs	184.15
	01/27/2021		Electric 12/2020 - Pump Stations	9,521.45
	01/27/2021		Electric 12/2020 - Plants	116.78
66198	01/27/2021	Santa Fe Car Wash	Car Washes (25)	250.00
66199	01/27/2021	Southern Counties Lubricants, LLC	Fuel 01/01/21 - 01/15/21	4,413.26
66200	01/27/2021	State Water Resources Control Board	T2 Certification Renewal	60.00
66201	01/27/2021	Steve Wuerth	Reimburse - Aluminum Sheet & Steel Tubing	275.05

Payment Number	Payment Date	Vendor	Description	Amount
66202	01/27/2021	Sunbelt Rentals	Roller Rental	1,791.15
66203	01/27/2021	Technology Unlimited	Replaced Printer Roller Kit	48.66
66204	01/27/2021	Tegriscap Inc	Landscape Service 01/2021	1,787.00
66205	01/27/2021	Bend Genetics, LLC	HABS Lab Analysis	975.00
66206	01/27/2021	TS Industrial Supply	Gloves Thickster Nitrile XL 100 per box (10)	172.66
	01/27/2021		Welding Cutting Tip 1-1-101 (6)	72.74
	01/27/2021		Shovel Square Point (5)	127.19
	01/27/2021		Socket 1.125" Deep .5" Drive (1)	18.82
	01/27/2021		Towel Wypall X80 (6)	222.13
	01/27/2021		Cutting Attachment Victor CA2460-CS (1)	350.73
	01/27/2021		Measuring Tape 25' Engineering (2)	47.98
	01/27/2021		Measuring Tape Holder 25' (2)	32.15
	01/27/2021		High Pressure Swivel Fitting (1)	94.43
	01/27/2021		Wire Brush 14 Inch (2)	7.04
	01/27/2021		Hand Brush (1)	4.28
	01/27/2021		Max Earplug (Uncorded) #Max-1 (1)	31.93
	01/27/2021		3" Paint Brush (24)	36.37
	01/27/2021		2" Pipe Wrap Tape (12)	93.27
	01/27/2021		Electrical Tape 3/4" x 60' (20)	22.73
	01/27/2021		Counter Brush (2)	16.56
	01/27/2021		Pulling Cables (6), Cutterhead (4)	2,391.03
	01/27/2021		Pulling Cable 3/8" x 100' 15,000 lb max (1)	250.60
	01/27/2021		Pulling Cable 3/8" x 50' 15,000 lb max (1)	189.98
	01/27/2021		Cutterhead 3/4" - 1" Pipe (1)	267.32
66207	01/27/2021	Johnson Controls Security Solutions LLC	Burglar & Access Control Maintenance/Monitoring	2,719.42
66208	01/27/2021	UniFirst Corporation	Uniform Service	336.27
	01/27/2021		Uniform Service	350.88
66209	01/27/2021	Verizon Wireless	Aircards	152.04
66210	01/27/2021	Vinje & Middleton Engineering Inc	Geotechnical Service - Montgomery	805.00
66211	01/27/2021	Vulcan Materials Company and Affiliates	Cold Mix Asphalt	2,118.31
66212	02/03/2021	Refund Check 66212	Customer Refund	118.17
66213	02/03/2021	Refund Check 66213	Customer Refund	1,152.95
66214	02/03/2021	Adam Ringler	Customer Rebate Smart Leak Detector Rebate Program	100.00
66215	02/03/2021	Aquajet Art	Material, Waterjet Cutting & Forming	376.05
66216	02/03/2021	City Of Escondido	Escondido Water Treatment Plant 11/2020 - 12/2020	269,951.00
	02/03/2021		Escondido Canal Operating Cost 10/2020 - 12/2020	97,031.85
	02/03/2021		San Pasqual Undergrounding Project 07/2020 - 12/2020	99,999.26
66217	02/03/2021	Diamond Environmental Services	Portable Restroom Service	84.39

Payment Number	Payment Date	Vendor	Description	Amount
66218	02/03/2021	HDR	Opportunistic Condition Assessment 08/2020	6,388.50
66219	02/03/2021	Joe Dusel	Customer Rebate Smart Leak Detector Rebate Program	100.00
66220	02/03/2021	Ramona Disposal Service	Trash Service 01/2021	167.50
	02/03/2021		Trash Service 12/2020	167.50
66221	02/03/2021	Sunrise Materials Inc	Boots	62.79
66222	02/03/2021	The UPS Store 0971	Shipping 12/2020	526.75
66223	02/03/2021	Verizon Wireless	Cell Phones 12/16/20 - 1/15/21	1,413.96
Grand Total:				1,164,897.69



STAFF REPORT

Board Meeting Date: February 17, 2021
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: RESOLUTION HONORING RETIRING VISTA IRRIGATION DISTRICT EMPLOYEE JOHN RAUCH

RECOMMENDATION: Adopt Resolution No. 21-XX honoring John Rauch for 20 years of service to the District and its customers.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: John Rauch will retire with 20 years of exemplary service to the District and its customers on February 26, 2021. The District would like to honor him by passing the attached resolution.

DETAILED REPORT: John started his career as a Laborer with the District on November 17, 2000. After his first year with the District, John was promoted to Construction Worker. As a Construction Worker, he honed his skills in the Construction Maintenance section of the Facilities Division (now Operations and Field Services) installing and repairing water mains, service laterals and fire hydrants. After taking waterworks courses and obtaining water distribution and treatment certifications, John was promoted to System Operator Trainee in 2004. In April 2006, he was promoted to System Operator I and subsequently, six months after, promoted to System Operator II.

Over his 15-year tenure in the Operations Department, John has been responsible for the operation of the District's complex water distribution system. In this time, he has accumulated a vast amount of knowledge of its operation and has successfully adapted to various technological and regulatory changes. He helped usher in the evolution of the District's once tone-based telemetry system to a modern, Ethernet-based supervisory control and data acquisition system and has effectively managed the District's distribution system to maintain water quality compliance amongst increasingly stringent state and federal regulations.

John's career at the District has been personified by professionalism, hard work and dedication. He is admired and respected by his coworkers and his easy-going personality, positive attitude and witty sense of humor will be missed by all.

Following retirement, John plans to relocate to Tennessee with his family. In Tennessee, he plans to fish, expand on his musical talents, travel and spend time with family. We wish John health and happiness as he embarks into retirement.

ATTACHMENT: Resolution No. 21-XX.

RESOLUTION NO. 21-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT
HONORING JOHN RAUCH
FOR 20 YEARS OF SERVICE TO THE DISTRICT

WHEREAS, John Rauch, starting as a Laborer and progressively advancing to the position of System Operator II, has provided the District and its customers with 20 years of exemplary service; and

WHEREAS, serving in his many capacities, John was charged with the installation, repair and maintenance of the District's extensive infrastructure, facilities and equipment; and

WHEREAS, John has efficiently operated the water distribution system, ensuring that system demands and storage needs are met while maintaining a high standard of water quality that has met or exceeded all state and federal standards; and

WHEREAS, John's skill and knowledge of waterworks has enabled the District to provide exemplary water quality and superior system reliability; and

WHEREAS, his honesty, integrity and interpersonal skills have provided high quality and responsive customer service to the District's ratepayers; and

WHEREAS, John's professionalism, dedication and positive attitude will be sorely missed at the District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby wish John Rauch a long, healthy and prosperous retirement and expresses its appreciation for his dedication to the District and its customers for the past 20 years.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of Vista Irrigation District this 17th day of February 2021.

AYES:
NOES:
ABSTAIN:
ABSENT:

Patrick H. Sanchez, President

ATTEST:

Lisa Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 8

Board Meeting Date:

February 17, 2021

Prepared By:

Shallako Goodrick

Reviewed By:

Marlene Kelleher

Approved By:

Brett Hodgkiss

SUBJECT: RESOLUTION HONORING RETIRING VISTA IRRIGATION DISTRICT EMPLOYEE FARROKH SHAHAMIRI

RECOMMENDATION: Adopt Resolution No. 21-XX honoring Farrokh Shahamiri for over 20 years of service to the District and its customers.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Farrokh will retire with over 20 years of service to the District and its customers on February 25, 2021. The District would like to honor Farrokh by passing the attached resolution.

DETAILED REPORT: Farrokh started his career with the District on October 6, 2000. During his tenure as a Finance Associate, he has shown dedication and professionalism and a willingness to provide assistance across all District divisions. Farrokh's main duties have included preparation and completion of the Budget and Fees each year, which required him to work with all divisions; he is well known for the voluminous supporting binders related to Budget and Fee development. Farrokh has diligently worked on these large tasks and met all deadlines, which is critical in creating a successful Budget and developing Fees.

Throughout his 20 years in the Finance Department, Farrokh has been responsible for the District's banking relationships as well as maintaining and tracking the District's investments in its Treasury Bills and pooled investments; he has maintained cash levels and leveraged investments to maximize District interest earnings. Farrokh has utilized his diverse background and experience to serve as a backup in many areas, including warehouse and accounts payable functions. He was an integral part of the Finance team that successfully transitioned the District from its legacy accounting software, JD Edwards, to Tyler Technologies that is in use today.

Farrokh has been a valuable member of the Finance team and his knowledge, many years of experience and willingness to help wherever needed will be sorely missed.

Farrokh's last day at the District will be February 25, 2021. In retirement, his long-term plans include traveling with his wife, Lourdes, once current conditions allow, relaxing and catching up on home projects.

ATTACHMENT: Resolution No. 21-XX

RESOLUTION NO. 21-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT
HONORING FARROKH SHAHAMIRI
FOR 20 YEARS OF SERVICE TO THE DISTRICT

WHEREAS, Farrokh Shahamiri Finance Associate, has provided the District and its customers with over 20 years of exemplary service; and

WHEREAS, serving in his many capacities, Farrokh was charged with coordination and creation of the Budget as well as the calculation and justification of District Fees; and

WHEREAS, Farrokh was an integral member of the team that transitioned the District from its legacy accounting software to the software that is in use today; and

WHEREAS, Farrokh has been a valuable team member to all divisions and departments of the District, especially Finance; and

WHEREAS, Farrokh has shown dedication and professionalism; and

WHEREAS, Farrokh's positive attitude and willingness to help will be sorely missed at the District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby wish Farrokh Shahamiri a long, healthy and prosperous retirement and expresses its appreciation for his dedication to the District and its customers for the past 20 years.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of Vista Irrigation District this 17th day of February 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Patrick H. Sanchez, President

ATTEST:

Lisa Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 9

Board Meeting Date: February 17, 2021
Prepared By: Randy Whitmann
Approved By: Brett Hodgkiss

SUBJECT: VISTA FLUME REPLACEMENT ALIGNMENT STUDY

RECOMMENDATION: Authorize the General Manager to enter into Agreements for Professional Services with the following three consultants for the Flume Replacement Alignment Study: Brown and Caldwell in an amount not-to-exceed \$1,863,417; Helix Environmental Planning, Inc. in an amount not-to-exceed \$65,300; and Gillingham Water in an amount not-to-exceed \$89,496.

PRIOR BOARD ACTION: On April 1, 2020, the Board selected replacement of the Vista Flume (Flume) as the preferred alternative project from the Water Supply Planning Study and authorized staff to initiate planning efforts to replace the Vista Flume. On October 7, 2020, the Board approved the Request for Proposal for the Vista Flume Replacement Alignment Study.

FISCAL IMPACT: Not-to-exceed \$2,018,213 total (\$750,000 has been included in the Fiscal Year 2021 budget for this study). This fee does not include detailed field investigations for siphon condition assessments that may be necessary to fully evaluate a hybrid alignment where existing Flume sections are utilized and rehabilitated. The need for condition assessments will be evaluated and presented to the Board during the coarse screening process of the alignment study; assessment costs will depend largely on the number of siphon sections evaluated and could be up to \$1,000,000 if all reaches are investigated.

SUMMARY: The District maintains capacity rights from two sources, raw water treated at the Escondido-Vista Water Treatment Plant (EVWTP) located at Lake Dixon and multiple treated water connections along San Diego County Water Authority's (Water Authority's) aqueducts. To reduce costs, the District typically maximizes the locally treated water supply at EVWTP and relies on the 11-mile Flume for conveyance into the District. During a planned 10-day shutdown along the Water Authority's Second Aqueduct, the District is dependent on the Flume.

With the Flume approaching its useful life, a Water Supply Planning Study (WSPS) was prepared to evaluate whether the Flume should be replaced or retired. Results of the WSPS showed that Flume replacement was the least costly option for the District (between \$120 million and \$130 million), providing superior supply reliability and affording the opportunity for continued regional cooperation with the City of Escondido and Rincon del Diablo Municipal Water District. The Board has reached a consensus that replacement of the Flume is the preferred alternative for the District and authorized moving forward with planning efforts.

DETAILED REPORT: The WSPS established two cursory alignment concepts; replace the Flume as one construction project with an all-new pipeline alignment or phase the replacement over time with multiple projects by selecting a hybrid pipeline alignment that connects to existing siphon sections. An all-new pipeline is likely to have the shortest length, lowest construction cost and least impact on deliveries of local water during construction. Although a phased approach likely means a longer alignment and higher capital costs, it may have less of an impact on cash flow and water rates if replacement of certain bench sections can wait and it makes sense to rehabilitate siphon sections based on condition assessment results. The alignment study will build upon the WSPS alignment concepts, and the consultant will develop and select a preferred alignment for both options such that the financial impacts can be evaluated. In addition, the alignment study will research and identify all available local, state and federal funding sources and opportunities that are available to the District.

A 'long-list' of alternative pipeline alignments (maximum of five) and facility configurations will be developed, evaluated, and screened based on various considerations including health and regulatory permits, maintaining minimum pressures, engineering and constructability, environmental/geotechnical constraints, overall capital costs, implementation schedule, impacts to local water deliveries, cash flow, and impacts to rates. Similar to the approach used in the WSPS, a coarse and fine screening approach will be utilized to eliminate alternatives at a higher level prior to performing more detailed analyses. Board workshops will also be conducted at key project milestones to review results and reach consensus on the findings before proceeding to the next phase.

The Request for Proposals was distributed to 10 consulting firms that included Black & Veatch, Brown and Caldwell, Dudek, Hoch Consulting, Infrastructure Engineering Corporation (IEC), Jacobs, Kennedy/Jenks, NV5, Tetra Tech, and Woodard & Curran. Two responsive proposals were received; one from Brown and Caldwell teamed with Black and Veatch, Hoch Consulting, and Dudek (four of the 10 firms) and the other from IEC. Feedback from the non-responsive firms indicates that the reasoning for not submitting a proposal was current workloads.

The District's selection committee ranked each firm based on the consultant's understanding of the project, relevant experience, proposed project approach, scope of work and schedule. The committee selected Brown and Caldwell as the most qualified and responsive team; they have extensive relevant experience on regional, large diameter alignment studies that represent similar complexities. Past projects include the Water Authority's Regional Conveyance Study, the Water Authority's Crossover Pipeline Rehabilitation and Routing Study and the City of San Diego's Pure Water Conveyance Routing Study.

Fees ranged from \$1,759,480 to \$1,936,850 with Brown and Caldwell being the lowest. Subsequent negotiations and modifications to the scope of work, including development of a siphon inspection execution plan and condition assessment bid preparation as optional tasks, has resulted in a not-to exceed fee of \$1,863,417. Actual siphon condition assessments are not included in the scope of work and will only be considered for inclusion if a hybrid pipeline alignment is selected for fine screening.

The negotiated scope of work, scheduled to be completed over approximately two years, includes the following key tasks.

1. Field Reconnaissance, Data Collection, Utility Search, and Right of Way
2. Flume Condition Assessment (Bench sections only)
3. Preliminary Geotechnical Review and Supplemental Investigations
4. Environmental and Permitting Coordination (with Helix Environmental)
5. System Hydraulic Analysis and Flow Control Requirements
6. Project Phasing and Timing
7. Pipeline Design Criteria and Conceptual Design
8. Cost Estimating, Implementation Schedule, Funding, and Cash Flow
9. Alternative Screening and Board Workshops
10. Project Management, Quality Control, and Meetings

Staff also requested separate proposals from Helix Environmental for the concurrent environmental investigations for the alignments and Gillingham Water for as-needed technical peer review of study materials/submittals.

ATTACHMENTS: Proposed Scopes of Work and Fees

February 3, 2021

Greg Keppler, P.E., QSD
Engineering Project Manager
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081

Subject: Fee Proposal for the Vista Irrigation District Flume Replacement Alignment Study

Dear Mr. Keppler,

Herein contains the Brown and Caldwell (CONSULTANT) scope of work and fee for the Vista Irrigation District's (DISTRICT) Flume Replacement Alignment Study (Study). The scope provided herein follows the scope of services presented in the DISTRICT's Request for Proposal, dated October 7, 2020, as well as the approach described in the CONSULTANTS proposal submitted on November 19, 2020. All services described below are accounted for in the attached fee proposal.

Herein, the term "Study" refers to the Flume Replacement Alignment Study to be developed by the CONSULTANT for the DISTRICT under this scope of work. The term "Project" refers to the capital improvement project to be performed following the recommendations of the Study.

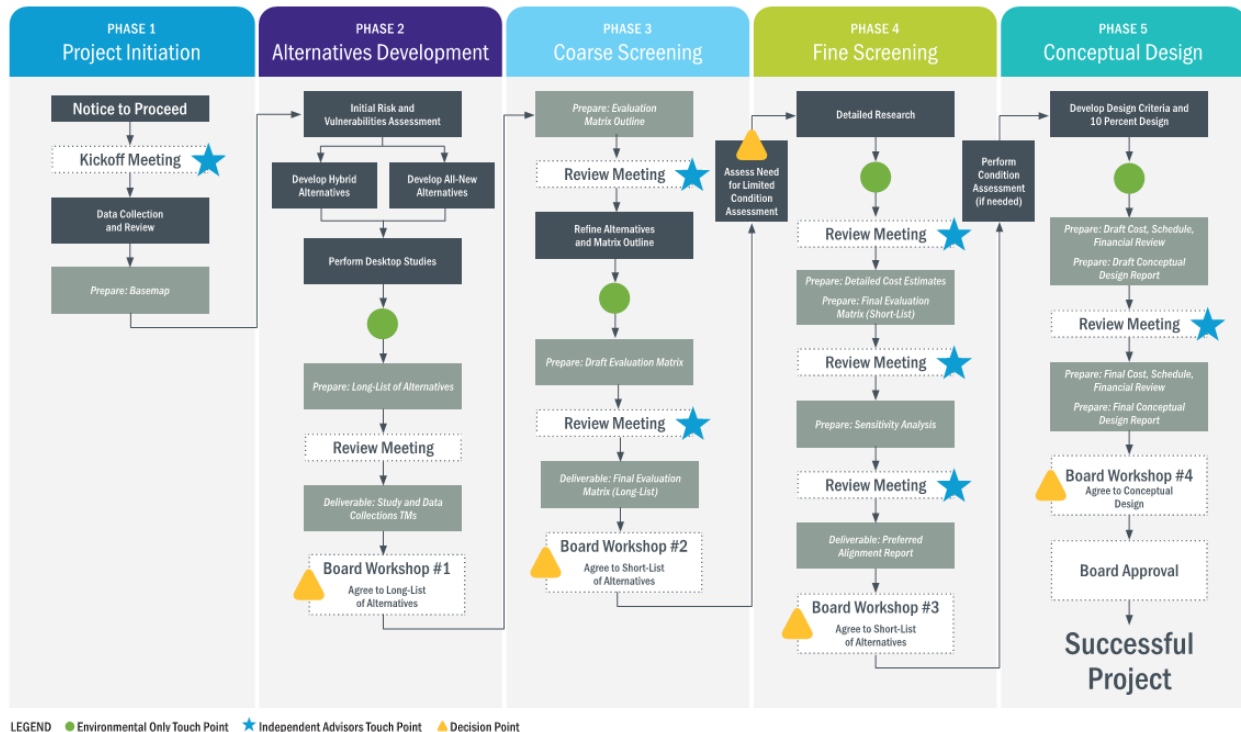
DESCRIPTION

The DISTRICT is embarking on an Alignment Study to replace the Vista Flume (Flume) conveyance system, which conveys the DISTRICT's local, imported, and treated water supply from the Escondido-Vista Water Treatment Plant (EVWTP) to Pechstein Reservoir. The Flume consists of above-grade unpressurized gunite bench structures (benches), buried pressurized steel or concrete pipelines (siphons), and unpressurized rock tunnels. Constructed in 1926, the Flume made a name for itself with its unique design over challenging terrain. It has provided multiple generations of DISTRICT customers with local, Lake Henshaw water over its impressive, nearly 100 years of service, but it has now reached the end of its useful life.

In the 2019 Water Supply Planning Study (WSPS), the DISTRICT, with the help of the Gillingham Water-Brown and Caldwell team, explored the question "To Flume or Not to Flume?" The WSPS weighed the total cost of operating, maintaining, and upgrading the local water supply system from Lake Henshaw to Pechstein Reservoir versus retiring the local system and supplementing with purchased water from the San Diego County Water Authority (Water Authority). The WSPS determined that the "To Flume" option provided the most economical, long-term benefits and recommended that the DISTRICT continue to use its local supply. The evaluation of the local water system included a Flume replacement assessment in which it as determined that the existing Flume was no longer suitable for continued long-term operations. The WSPS team developed two preliminary alignments for replacing the Flume each detailing considerations impacting project feasible and costs. The DISTRICT's Board of Directors

approved staff’s recommendation, “To Flume”, and proceed with a Flume Replacement Alignment Study.

The purpose of this Study is to develop multiple alignment alternatives, select the preferred alignment, and prepare conceptual design documents describing the methods for executing the future Flume Replacement Project. The scope of work provided herein is to perform the Study and achieve said purpose. The workflow presented below is an approximate overview of the general approach to execute the Study:



Brief Summary of Phases:

Phase 1 – Project Initiation will kick off the project by reviewing the baseline alignment alternatives presented in the CONSULTANT’s proposal with the DISTRICT’s staff. These alignments will be modified and expanded to develop a preliminary “long-list” of alternatives. The CONSULTANT during this phase will also obtain the DISTRICT’s alignment objectives, preferences, and concerns for potential fatal flaws. After the kick off, the Consultant will then collect and review the necessary project data in the field or by desktop required to further develop the preliminary “long-list” of alternatives and refine them to the alignment alternatives prepared in the next phase (Phase 2) for presentation to the DISTRICT’s Board.

Phase 2 – Alternatives Development will conduct a series of desktop studies to assess the overall risks and vulnerabilities present. This work will further develop the evaluation criteria and refine the alternatives based on potential fatal flaws and DISTRICT preferences. In this phase, the final “long-list” of alternatives will be prepared to include approximately five (5) distinct alignment options.

The methodology for developing the final “long-list”, along with the proposed coarse screening evaluation criteria, will be presented to the DISTRICT’s Board in Workshop #1, prior to advancing to Phase 3.

Phase 3 – Coarse Screening will continue to evaluate the risks and vulnerabilities associated with each alignment option, refine the “long-list” alignments if necessary, estimate rough order magnitude costs, and develop the coarse screening evaluation matrix. This phase will use the coarse screening evaluation matrix to shortlist the options to two (2) preferred alignments for presentation to the DISTRICT’s Board in Workshop #2, prior to advancing to Phase 4.

Phase 4 – Fine Screening will develop the two (2) shortlisted alignments in more detail, acquiring more alignment-specific data, performing more detailed analyses (i.e., hydraulic, geotechnical, etc.), and prepare Class 5 level cost estimates for both alignments. This phase will develop a fine screening matrix and accompanying sensitivity analysis to be used in selecting the recommended alignment for replacing the Flume. The screening process and recommended alignment will be presented to the DISTRICT’s Board in Workshop #3, prior to advancing to Phase 5.

Phase 5 – Conceptual Design will prepare a Conceptual Design Report that documents the alignment selection process and provides visuals supporting the concept design. The report will include plan and profile drawings, final conceptual hydraulic analysis for pipeline and appurtenances, construction analysis and sequencing, a Class 4 cost estimate, permitting, funding, and an action plan for final design and construction. The objective of this Conceptual Design Report is to succinctly document the decisions of the past while preparing a detailed roadmap for the future Flume Replacement Project. The Conceptual Design will be presented to the DISTRICT’s Board in Workshop #4, where the Board will be briefed on the details of the future Flume Replacement Project, including the project’s objectives, scope of supply, implementation schedule, projected costs, and overall permitting and funding strategy.

SCOPE OF WORK

The following describes the services to be rendered under this Study. Described herein is the CONSULTANT’s scope of work, list of assumptions, fee, and schedule.

1. PRELIMINARY PLANNING – ALIGNMENT ALTERNATIVE DEVELOPMENT

Develop a long-list of alternatives and evaluation criteria for both an all-new pipeline alignment and a hybrid pipeline alignment that connects to existing siphon sections. A preliminary “long-list” of alternatives will be prepared by the CONSULTANT and reviewed with DISTRICT staff during Phase 1 – Project Initiation. The objective in Phase 2 – Alternatives Development will be to factor in any potential fatal flaws and DISTRICT preferences which may modify or eliminate some of the options developed by the CONSULTANT during Project Initiation. In Phase 2, the preliminary “long-list” will then be refined to a more succinct final “long-list” consisting of approximately five (5) alternative alignments. This final “long-list” will be presented to the Board, at the first Workshop, as the starting point for this Study’s field investigations, Coarse Screening, and Fine Screening. All the Task 1 scope sub-tasks below shall be phased and completed for each of the five (5) alignment alternatives over the course of the Study at appropriate levels to efficiently and effectively screen and determine the preferred pipeline alignment.

1.1. Field Reconnaissance, Data Collection, Utility Search, and Right of Way

CONSULTANT will obtain and review all readily available information relevant to performing the work required under this Study. Information will be provided by the DISTRICT, and will include pertinent items such as, but not limited to, reports, studies, operating data, utility maps, limited record drawings, GIS files, water model files, jurisdictional boundaries, right-of-way, easements, and service area maps.

CONSULTANT will perform a reconnaissance survey to become familiar with alignment corridors, develop a photographic inventory of surface features, and identify difficult construction areas and methods to traverse these areas. Obtain and review available and pertinent reports, data, right-of-way and/or assessor property boundary maps, aerial photographs, record drawings, utility drawings, and specifications from, including but not limited to, the DISTRICT, Water Authority, Caltrans, Escondido, City of San Marcos, the County of San Diego, Rincon del Diablo MWD, Vallecitos, and other local jurisdictions and agencies.

CONSULTANT will collect utility maps and easement information regarding abandoned, existing, and proposed utilities corresponding to the proposed alignments and new facility configurations. Review utility maps to determine potential conflicts with proposed alignments. Coordinate utility search and conflict resolutions with the appropriate agencies.

CONSULTANT will identify and plot on a suitable map the locations of all above and below ground utilities and facilities that may conflict with the proposed alignments. Identify locations of utilities having a critical relationship to the pipeline replacement and appurtenant facilities and provide written recommendations to remedy conflicts (actual potholing will be conducted during final design of the project). Utilities that are in proximity to the proposed Flume alignment that are to be protected in place shall be discussed. Private and public entities such as Dig Alert USA, telephone companies, cable companies, special districts, gas and electric companies, water agencies, and other vital utility companies shall be contacted.

CONSULTANT will determine jurisdictional boundaries and easements of public agencies and utilities over and adjacent to the proposed Flume alignments. Identify permits, fees, and anticipated lead times for permit issuance.

For alignment sections proposed outside of existing right of way, CONSULTANT will identify temporary and permanent easement and fee acquisitions that may be required for construction and ongoing operation and maintenance including temporary/permanent access roads. Public and private entities such as, but not limited to, SDGE, Caltrans, County of San Diego, cities, utilities, landowners, and developers along the alignments shall be identified. These entities shall be contacted to identify existing and planned land uses, compatibility of publicly owned lands with this Study's use, areas under development or proposed for development, and any restrictions on land use.

Deliverable: Draft and Final versions of Technical Memorandum (TM) No. 1 – Data Collection (TM #1). Includes all data catalogued in MS Excel, all records gathered, photos, and written recommendations (MS Word and PDF) and schematic drawings to remedy up to 20 conflicts in AutoCAD and PDF formats.

1.2. Flume Condition Assessment

1.2.1. Bench Sections

During the data collection phase, the CONSULTANT will perform a visual inspection of all the bench sections. This work will be performed by use of a drone to identify “red flag” areas of concern and ascertain the necessary timing requirements for replacement and ability to phase each reach. Limited manual field inspection will also be conducted to confirm drone findings and geocoding. The CONSULTANT will also interview operations and facilities staff for input on operations, shutdowns, on-going maintenance issues, and to gain concurrence on phasing, reach ranking, and a replacement timeline.

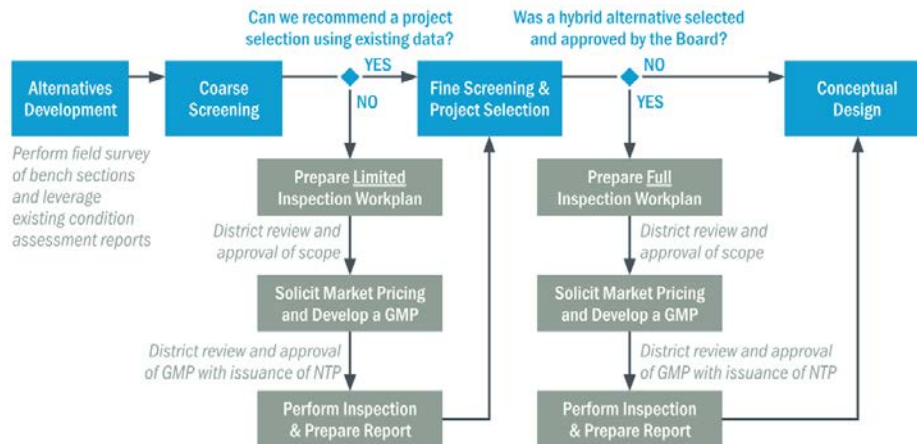
Deliverable: Draft and Final versions of Technical Memorandum No. 2 – Bench Section Inspection Report (TM #2). Includes a summary of issues based on field observations and DISTRICT input, ranking, and timeline for replacement.

1.2.2. Siphon Sections (If Necessary)

During the coarse screening phase identified in the DISTRICT’s scope of work, the CONSULTANT will perform a desktop evaluation of the existing siphons in relation with the alternative alignments being developed. The CONSULTANT will prepare a recommendation indicating whether condition assessment work should be performed on the siphons. The recommendation will outline what condition assessment data, if any, will be needed to complete the subsequent fine screening phase and select a preferred alignment alternative.

THE FOLLOWING MAY ONLY PROCEED WITH WRITTEN AUTHORIZATION BY THE DISTRICT. The CONSULTANT will prepare an Inspection Execution Plan. This plan will identify the inspection work to be performed, operational limitations and requirements, provide exhibits of the work locations, access points, and limits of inspection; as well as provide specifications for the inspection methodologies approved for use and the format in which inspection data is to be provided. The CONSULTANT will develop an Inspection Execution Plan (IEP) for the DISTRICT’s review and approval. This IEP will be used to solicit competitive bids from contractors and inspection companies to perform the inspection field work. The CONSULTANT will prepare the bids and present them to the DISTRICT as a Guaranteed Maximum Price (GMP). The GMP will be inclusive of the CONSULTANT’s final fee to hire the contractor, manage the work, support the field services, perform the analysis using the inspection data collected, and prepare the condition assessment report. The DISTRICT and CONSULTANT will negotiate the terms of the GMP and finalize it for execution. If at the end of negotiations, the DISTRICT chooses to proceed with the work as negotiated in the GMP process, the DISTRICT will amend this contract to perform the GMP related work.

This GMP process will be conducted prior to Fine Screening if assessment data is required to select the preferred alignment. The process will be repeated only if a hybrid alignment option is selected as the preferred alternative and more assessment data is required to prepare the Conceptual Design. The CONSULTANT’s general process as described above is illustrated below:



Deliverable: Draft and Final versions of the Inspection Execution Plan (IEP). Draft and Final versions of the siphon condition assessment (GMP).

1.3. Preliminary Geotechnical Review

CONSULTANT will obtain and review existing geotechnical reports used for adjacent property developments. Perform a desktop geological literature search to identify soil types, rock formations, groundwater conditions, and seismic faults. Perform non-invasive site reconnaissance and gather existing topographical maps, soil maps, and available aerial survey data. Assess geologic constraints for engineering and environmental assessments. CONSULTANT will identify critical surface or subsurface information, distinct or unfavorable topographic/natural/geotechnical features, or general areas to avoid that could impact design, permitting, constructability, operation and maintenance, and construction costs. Discuss site conditions, earth materials, soil properties, slope stability, trenching, shoring, groundwater, excavation difficulty, geophysical data, and seismology. Evaluate and determine the most appropriate and cost effective trenching or trenchless construction methodologies to be used along each alignment. Determine typical production rates of excavation. Identify geotechnical issues that may be encountered during pipeline construction and recommend methods to mitigate them. Summarize and tabulate the analysis and note any significant geotechnical issues that may affect the pipeline alignment location, cost, or schedule.

The CONSULTANT has included additional exploratory geotechnical field work. This work was budgeted for field testing in areas with the greatest impact to the risk and cost of an alignment alternative. This work includes labor associated with 4-days of drilling operations, borings, and slug testing. It also includes a Geotechnical Field Exploration Report, for inclusion in the conceptual design report for use confirming estimated costs of the conceptual design and informing the final design. This work is intended to occur during the Conceptual Design phase of this study.

Deliverables: Draft and Final versions of Technical Memorandum No. 4 – Geotechnical Investigations (TM #4). Summarize investigation findings and recommendations for each proposed alignment.

1.4. Environmental and Permitting Coordination

The DISTRICT will retain the services of an independent third party Environmental Consultant to screen for potential impacts including but not limited to biological resources, cultural resources, and community related impacts associated with the construction and operation of the proposed alignments. A summary of the independent third party Environmental Consultant's work is anticipated as described in the DISTRICT's RFP scope of work dated October 7, 2020.

The CONSULTANT shall coordinate and conduct a review of the DISTRICT's third party Environmental Consultant assessments during Coarse and Fine Screening analysis to determine necessary permitting requirements for the Study and potential project. Consultant shall present any special or unique permit timeline requirements applicable to any of the proposed alignments and refine the alignment due to areas that should be avoided based on environmental restrictions, excessive mitigation costs, and difficulty of obtaining permits, potential public opposition, or other environmental or permitting issues. Where such potential flaws are present, Consultant shall recommend new alternative segments that may avoid or lessen the environmental issues.

In addition, for both Coarse and Fine Screening, CONSULTANT shall make note of environmentally sensitive areas, potential mitigation measures, including but not limited to existing utility conflicts, geology/soils, hazardous materials, and hydrology/water quality (except as it relates permitting requirements associated with impacts to waters of the U.S./State, which the DISTRICT's third party Environmental Consultant will address) and permitting requirements that may be required for each alignment segment.

CONSULTANT will provide State Division of Drinking Water (DDW) regulatory support as follows:

- a) Notify DDW that the Study has commenced including information pertaining to the Study's goals, objects, as well as an estimated timeline for completion.
- b) Conduct one (1) informational meeting with DDW. Invite DDW to review the long list of alternatives and draft evaluation criteria. Obtain their input for consideration.
- c) Incorporate DDW's input and advance the Study through project selection, conceptual design, and Board Approval.
- d) Notify DDW of Study completion. Submit a Letter of Intent to DDW informing them of the selected project alternative and the Board's approval to advance the design and construction. Include the estimated capital costs and schedule for design and construction.

Deliverable: Draft and Final versions of Technical Memorandum No. 5– Environmental and Permitting (TM #5). Will summarize and present environmentally sensitive areas, required permits, and estimated time to complete permitting process, applicable mitigation measures, and the estimated cost for environmental compliance.

1.5. System Hydraulic Analysis and Flow Control Requirements

CONSULTANT will prepare the hydraulic analyses using the DISTRICT's existing model, gradient profiles, and interview both DISTRICT and Escondido operations staff to assess the demands along the Flume, address "Boot" and "Bennet" service areas, select pipe size and material, address service areas,

determine appropriate flow control methods, identify improvements to control, monitor, and operate, as well as define changes to the maximum or minimum flow regimes at the EVWTP.

CONSULTANT will perform the necessary hydraulic analyses, gradient profiles, site reconnaissance, and coordination meetings (DISTRICT and Escondido) to consider and determine the following:

- Demands along the Flume replacement including those in the Boot and Bennet areas.
- Pipe sizing to meet all requirements/operating conditions including deliveries along the replacement pipeline, minimum/maximum pressures, and maximum pipeline fluid velocities.
- Reconnections to all service areas and distribution system/flow control/pressure regulating requirements to accept the new supply configuration while meeting current or necessary service levels.
- Impacts to existing interties with agencies.
- Flow regulation structure out of the EVWTP and location; downstream (Pechstein Reservoir) versus upstream (EVWTP) flow control. Identify any other DISTRICT and Escondido controls/SCADA modifications that are necessary.
- Upgrades and connection location required at the EVWTP.
- Facility siting, facility sizing, land/easement requirements, materials of construction, earthwork requirements, construction access and laydown areas, and other issues deemed relevant by the CONSULTANT and the Study team for all regulating structures and appurtenances.
- Minimum and maximum flow regimes out of EVWTP and establishing minimum and maximum hydraulic grade lines and operational pressures along the Flume replacement.
- Transient analysis identifying possible transient conditions and any surge control facilities or equipment required to mitigate the transient condition.

Deliverable: Draft and Final versions of Technical Memorandum No. 6 – Hydraulic Analysis and Appurtenant Facilities (TM #6). Includes hydraulic analysis summary and gradient profiles, as well as preliminary plan layouts of the appurtenant facilities including proposed EVWTP feed flow regulation station, other regulation stations, EVWTP/Pechstein connections, interties/turnouts, and service area reconnection facilities.

1.6. Study Phasing and Timing

As discussed in Section 1.2.1 scope task, CONSULTANT will walk the Flume bench sections to inspect the condition of the existing Flume and ascertain the necessary timing requirements for replacement and ability to phase each reach. CONSULTANT will analyze the integration of the Flume replacement into the DISTRICT's system while the existing Flume remains in service. In coordination with DISTRICT staff, CONSULTANT will identify key factors that may affect the timing and need for the Flume replacement, such as local water deliveries (and lost revenue from), regional interties and upgrades to existing DISTRICT facilities such as Pechstein Reservoir roof replacement, a new Pechstein II Reservoir, and flow control at the Pechstein Reservoir site. Based on these factors, identify the required online dates for key elements of the Flume replacement.

CONSULTANT will assess and document each alignment alternative's deconstruction requirements. This will establish the scope definition required to estimate the true feasibility and cost of deconstruction. In

In addition to costs, the long-term risks left behind is an important consideration during the alternative evaluation process. This criterion will be used to favor alternatives that mitigate long-term residual risks associated with maintaining a non-functioning or stranded asset. When defining Flume retirement, CONSULTANT will assess the following deconstruction requirements:

- a) Feasibility of demolition: site access for demolition and hauling activities.
- b) Maintaining service to customers: throughout the construction and commissioning activities.
- c) Alternatives to demolition: repurposing the asset, abandonment versus replacement of the decommissioned assets.
- d) Historical Resources: assessment of the old Flume and preservation planning.
- e) Relinquishing easements: only maintaining easements where DISTRICT assets remain.
- f) Site restoration and funding: consider multi beneficial uses, environmental stewardship, and associated opportunities for funding.

CONSULTANT will contact Escondido, San Marcos, and the County to gauge their interest in using the existing Flume easement in the regional trail system. Note, Escondido has listed the Borden Bench as a segment in their 1990s trail master plan for consideration. CONSULTANT will discuss the possibilities with respective planning departments in search of potential beneficial joint uses within right-of-way where the DISTRICT will be losing prior rights with the new alignment.

Deliverable: Draft and Final versions of Technical Memorandum No. 7 – DISTRICT System Integration and Phasing (TM #7). Summarizes project implementation phasing and plans for continuing service during construction.

1.7. Pipeline Design Criteria and Conceptual Design

CONSULTANT will prepare the preliminary pipeline design criteria for the one “preferred” alignment resulting from the Fine Screening process. Once the preferred alignment is selected, the CONSULTANT will prepare the detailed, project specific, design criteria and 10 percent conceptual design. This work will include sketches, discussions on pipeline size, materials, external loadings, trench conditions, trench details, backfill design as related to pipeline design and suitability of native soil for backfill, required pipeline wall thickness or pressure class rating, pipe joints, linings and coatings, corrosion protection, anchorage, thrust restraint, and location criteria for appurtenances. Discuss pipe material options and recommendations as it relates to costs, life expectancy, and risk. Discuss plan and profile alignment considerations such as deflection angles and bends, the width and depth of the pipe trench, separation from existing pipelines, utilities and other above and below grade improvements, feasibility of pipeline sections to be tunneled or drilled and portal sites, and similar items related to the design, construction, operations, and maintenance of the pipeline. Industry standard materials, design manuals, and codes will be referenced where applicable.

CONSULTANT will prepare preliminary plan and profile drawings, including a hydraulic grade line, for the proposed alignments and include interconnection requirements with existing and planned facilities. The vertical alignment shall be described by typical cover requirements and special situations where cover may need to be increased to avoid an existing improvement or provide sufficient protection. Address separations to adjacent pipelines and utilities so that the integrity of existing facilities can be analyzed,

and provisions identified to ensure that these operating utilities shall not be damaged during construction and future maintenance of the pipeline and appurtenances. CONSULTANT will discuss access requirements, sloping requirements, contractor staging areas, work zones, traffic control requirements, probable construction equipment to be used, contractor construction traffic generation, feasibility of pipeline sections to be tunneled or horizontally drilled and portal sites (if applicable), and similar items related to the design, construction, operation, and maintenance of the pipeline. For each alternative alignment, CONSULTANT will identify topographic control points and define requirements and criteria for pipeline drain and fill operations, air valve sizing, and blow-off sizing. CONSULTANT will analyze areas where air and vacuum valves, blow-off valves, and other appurtenant equipment may be required based on specific hydraulic conditions (such as high and low points on the pipeline). CONSULTANT will define blow-off discharge rates and sizing at each discharge location.

Resulting from the work performed under Section 1.4, CONSULTANT will indicate environmentally sensitive areas, potential mitigation measures, including but not limited to existing utility conflicts, geology/soils, hazardous materials, and hydrology/water quality.

Deliverable: Draft and Final versions of Technical Memorandum No. 8 – Conceptual Design Report (TM #8). Summarizes key findings, recommendations, details, drawings, and calculations for the above described work.

1.8. Cost Estimates, Implementation Schedule, Funding, and Cash Flow

During the Coarse Screening phase, CONSULTANT will prepare rough order of magnitude cost estimates for each of the alternative alignments (5 total) and assess the potential financial impact of each with the DISTRICT's financial staff. For the Fine Screening phase, the CONSULTANT will refine the rough order of magnitude costs to incorporate the findings of the data collection work and expand the estimates to a Class 5 planning level estimate (up to two alignments) per the Association of Advancement of Cost Engineering International (AACEI). During the Conceptual Design phase, the CONSULTANT will progress the estimate for the selected alignment to an AACEI Level 4 estimate. The CONSULTANT will also assess the potential financial impacts to the DISTRICT with the DISTRICT's financial staff using each, the Class 5 and Class 4 estimates once they are prepared.

During the Coarse and Fine Screening, the CONSULTANT will develop planning-level project implementation schedules for use in evaluating and comparing the alternative alignments. After the preferred project is selected, the CONSULTANT will develop a detailed implementation schedule which includes time estimates for resolving the legal/institutional, regulatory, and permitting issues, environmental review, detailed engineering, construction, and start-up. This schedule will be presented in the Conceptual Design and will include an action plan for mitigating near term issues or vulnerabilities to the project milestones. Based on implementation timelines, CONSULTANT will prepare cost-loaded schedules to determine funding needs by the DISTRICT with consideration for the financial impacts anticipated by the DISTRICT's financial staff.

CONSULTANT will identify funding sources with local, state, and federal agencies whose stated goals align with the planned Flume replacement. Research financial assistant programs, grants, low interest loans, and other capital financing opportunities that reduces the financial burden on the DISTRICT and

maximizes ratepayer dollars. Identify eligible project cost funding opportunities including, but not limited to, planning, design, construction, and construction management.

CONSULTANT will work with DISTRICT staff to establish appropriate factors, rates, and durations to be included in the DISTRICT's financial model for DISTRICT staff to review cash flow, financing needs, and impacts on rates. CONSULTANT will include DISTRICT input on financial impacts in the both the Coarse Screening and Fine Screening evaluation, and will review the findings against the prior study, the WSPS, and financial analysis assumptions to confirm the overall economics of the project remain on-track with the recommendations of the WSPS.

Also during the Fine Screening phase, the CONSULTANT will prepare an affordability analysis, which will include the following items:

- a) **Accurate Cost Estimates:** Costs estimates for each alternative will be prepared as described above and include funding-specific constraints (such as American Iron and Steel provisions in Federal Funding).
- b) **CIP Schedule Generation:** Develop the sequencing of work and prepare a CIP schedule. This effort will require a detailed prioritization of the project activities including, but not limited to, final design, permitting, CEQA, easement allocations, construction phasing and durations, commissioning, as well as deconstruction and decommissioning.
- c) **Cash Flow Analyses:** CONSULTANT will prioritize the work based on level of risk exposure to the DISTRICT and understand the cash flow required to accomplish the work while maintaining affordability. This will illustrate peak financial demands on the project will place on the DISTRICT.
- d) **Funding Opportunity Analysis:** CONSULTANT will identify funding opportunities available for each alternative including the funding entity, funding program, application process and deadlines, and constraints (such as time frame for completion, fund match requirements, and funding terms that may impact risk or schedule). Funding opportunities include cash (pay-go), loans (such as the Water Infrastructure Finance and Innovation Act [WIFIA] loans, State Revolving Fund loans, State Infrastructure I-Bank Loans), Municipal Bonds, and Grant Funding.
- e) **Sensitivity Analysis:** CONSULTANT will prepare a sensitivity analysis for each funding opportunity. A sensitivity analysis will help benchmark future funding terms that may not match current funding terms. For example, while WIFIA loans that our team has been involved in recently closed at 1.3 percent, the interest rate that WIFIA loans are benchmarked to are currently at an all-time low. Likewise, while Municipal Bonds for our clients recently closed at 2.6 percent, this rate is also influenced by interest rates and credit ratings. The sensitivity analysis will evaluate the dynamics of funding terms to provide future certainty of affordability.

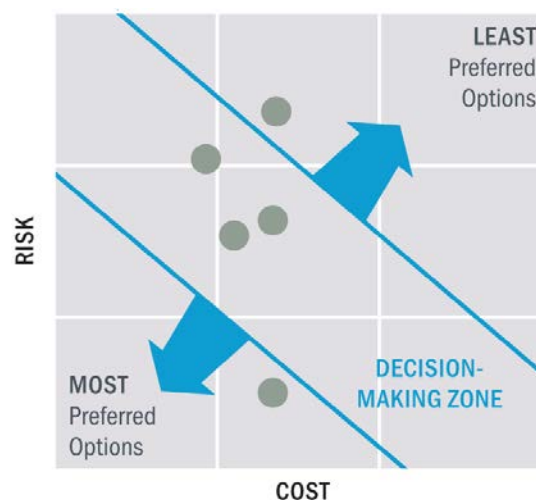
***Deliverable:** Draft and Final versions of Technical Memorandum No. 9 –Cost, Schedule, and Financial Review (TM #9). Summarizes key findings, recommendations, details, and calculations for the above described work.*

2. Alternative Screening and Board of Director Workshops

Based on the work performed above, CONSULTANT will provide a Coarse Screening and Fine Screening approach to rank, compare, and eliminate alternatives. To achieve this, the above sub-tasks shall be completed at appropriate levels of detail to provide the necessary information such that the Coarse Screening process will reduce the initial 'long-list' of alternatives down to a 'short-list' for the final Fine Screening. For Fine Screening, the remaining work in the above scope sub-tasks shall be completed for the remaining 'short-list' of alternatives. The Coarse Screening will include options for both an all-new pipeline alignment and hybrid pipeline alignment that connects to existing siphon sections such that phasing, and cash flow can be compared. The results from the Fine Screening will be the selection of a final alignment for the DISTRICT to consider moving forward with final design.

The CONSULTANT will use a Risk-Based Evaluation Process to evaluate alternatives. Through the risk-based approach, CONSULTANT will consider variables, provide options and refinements, and then present the cost-risk trade-offs of these choices graphically—enhancing understanding and recollection of prior decisions, and engendering support.

- a) Risk Criteria: will be developed during meetings with the CONSULTANT, DISTRICT staff, and third-party consultants. These criteria will be both measurable and important for decision making. The criteria will be used to assess risk on each pipeline segment.
- b) Comparison of Options: The pipeline alignment alternatives will be broken down into segments; each will have a cost and risk score based on findings of technical analyses, expert cost estimating, and input from subject matter experts and stakeholders. The CONSULTANT will collaborate with the DISTRICT to review the comparisons and establish strategies and establish preferred alignment choices. The graphic below shows an example of how cost and risk scores will be presented.
- c) Screening and Selection: the screening and selection process will conclude with a final verifying step – a sensitivity analysis. The intent of the sensitivity analysis is to demonstrate that no one criteria is skewing the results unreasonably toward an unjustifiable outcome and project selection.



At the Coarse Screening level, the risk and cost evaluation will be used to rule out alternatives that do not meet the DISTRICT's needs or introduce unacceptable risk to the project. As evaluation progresses, sub-alternatives or individual segments will be evaluated and compared, allowing assigning specific risks particular to those areas. Segments with differing approaches (an open trench segment of all brand-new pipe vs. segment following a different path and partially using the existing Flume) will be scored separately for comparison purposes. Moving into Fine Screening, the scores will be aggregated into overall project alternatives and sub-alternatives for more detailed evaluation and selection of a preferred alternative—one that has been optimized around costs, risks, and holistically addressing all the challenges of the project.

The screening process will be a collaborative effort among the CONSULTANT, DISTRICT staff, the DISTRICT's Board of Directors, and other stakeholders. The CONSULTANT will lead up to four (4) Board of Director workshops to present screening evaluation criteria and recommendations for Board consideration as it relates to the Flume replacement alignment alternatives. The general content of each workshop is outlined below:

CONSULTANT will facilitate a workshop with the DISTRICT's Board of Directors to review the progress of the Study and reach preliminary consensus on next steps. CONSULTANT will conduct a total of four (4) workshops which include:

- Board Workshop #1 – Review the Long-list of Alternatives
Review the preliminary "long-list" of alternatives and the process for refining the alignments to the recommended final "long-list" of five (5) alternatives. Reach preliminary consensus on the final "long-list" of alternatives and the alignment evaluation criteria that will be used to rank and screen the 'long-list' of alignment alternatives.
- Board Workshop #2 – Coarse Screening Results (top 5 alternatives)
Review preliminary results of the Coarse Screening analysis, refine, and confirm findings and identify a 'short-list' of two (2) alternatives for advancement into the Fine Screening analysis. Review project affordability and reach consensus on advancing to Fine Screening. If needed, recommend proceeding with condition assessment work.
- Board Workshop #3 – Fine Screening Results and Proposed Project Selection (top 2 alternatives)
Review the results of the Fine Screening analysis and sensitivity analysis. Confirm the selected "preferred" project alternative for implementation. Review the completed project affordability analysis.
- Board Workshop #4 – Conceptual Design and Project Affordability Review
Review at an executive summary level the findings of the Conceptual Design Report. Review the scope of supply for the proposed Flume Replacement Project. Provide a summary of next steps, costs, funding, and schedule for design, environmental document preparation, and construction activities.

Deliverables: Draft and final versions of the Board Workshop Packets for each of the four (4) Board workshops.

Prepare draft and final versions of the conclusive Conceptual Design Report.

3. Management, Quality Control, and Meetings

CONSULTANT will provide administrative services including workforce management, cost tracking, schedule management, monthly progress reports, maintenance of action/decision logs, invoicing, project communications, document control, and project management plan for this study.

CONSULTANT will perform quality control per the CONSULTANT's quality control procedures. Satisfactory completion of the quality control procedures will be documented and submitted to the DISTRICT as a quality control sign-off form.

CONSULTANT will prepare agendas and materials, as well as conduct and document the meeting notes, for a total of eight (8) project management meetings. Meetings will include the following:

- Kickoff Meeting – 1 total; 4-hour session to be held within 1-week after Notice to Proceed.
- Staff Level Workshops – 4 total; 4-hour session in preparation of the Board Workshops.
- Monthly Progress Meetings – 22 total; 2-hour management/progress reporting meetings.
- Submittal Review Meetings – 14 total; 2-hour meeting to review comments for each deliverable.

Deliverables: Monthly invoices with progress reports (PDF) with updated schedule. Meeting notes provided in MS word format.

ASSUMPTIONS

This scope and fee proposal are based on the assumptions listed below:

1. DISTRICT staff will provide the data requested in usable electronic formats (e.g., Word, Excel, PDF, etc.)
2. Unless stated otherwise, all deliverables shall have no less than five (5) hard copies and one digital copy submitted to the DISTRICT. Digital submittals shall include MS Word, MS Excel, and Adobe PDF. For Board workshops, ten (10) hard copies shall be provided. All deliverables require a draft submittal for DISTRICT review and comment.
3. The work does not require a full topographic or aerial survey of the alignment(s).
4. The fee provided herein for 1.2.2 - Siphon Sections (condition assessment) is to develop the IEP, solicit contractor bids, and develop and negotiate the GMP. No pipeline inspection or condition assessment is included in this scope of work.
5. Environmental document preparation is limited to the TM identified under Task 1.4. Preparation of EIR, CEQA, MND, or other environmental documents are not included.
6. Environmental work to be performed by the DISTRICT'S third-party consultant will be as described in Section 3.1.4 of the DISTRICT'S RFP, dated October 7, 2020.
7. Confined space entry is not included by the consulting team and is limited to the employees of the hired construction and inspection companies.
8. The DISTRICT's Operations staff will perform shutdown, dewatering, and access operations per the Request for Proposal.
9. As described in the Request for Proposal, the DISTRICT will retain the services of an independent third party Environmental CONSULTANT to screen for potential impacts including but not limited to biological resources, cultural resources, and community related impacts associated with the proposed alignments.
10. Assumes Coarse Screening will include five (5) alignment alternatives, and Fine Screening will shortlist the alternatives down to two (2) alignments.
11. During Coarse and Fine Screening, the extent of detailed plan and profile utility crossing work will be limited to the areas of highest risk or concern. This is assumed to be a total of 20 high risk areas will be studied.
12. For conceptual design, 10 percent design level plan and profile sheets will be prepared for the selected alignment only at a scale of 1" = 40'.
13. Assumes CONSULTANT will not be pursuing or securing any contract agreements (e.g., MOUs), permits, or easements with any jurisdictions or agencies.

Mr. Greg Keppler, P.E., QSD

February 3, 2021

Page 16 of 16

FEE

The total fee for the services rendered herein per the scope and assumptions described above is **\$1,863,417**. A table detailing the personnel, hours, rates, subconsultant costs and other direct costs is attached. Services rendered will be invoiced to the DISTRICT monthly on a time-and-materials basis.

PROJECT SCHEDULE

The following estimated dates for major milestones are based on our current project understanding and assumptions.

- March 2021 Study Kickoff Meeting
- September 2021 Workshop #1
- January 2022 Workshop #2
- October 2022 Workshop #3
- December 2022 Workshop #4 & Final Concept Design Report
- January 2023 Study Contract Close-out

Thank you once again for selecting our team to perform this important project. Please contact me at (858) 571-6726 or jpsemper@brwncald.com with any questions or comments pertaining to this proposal.

Very truly yours,

BROWN and CALDWELL

John P. Semper, PE, ENV SP

Project Manager

Attachments:

- Fee Schedule

Fee Schedule

Vista Irrigation District Flume Replacement Alignment Study

Phase	Phase Description	Brown and Caldwell	Subconsultants							Total
			Black & Veatch	Hoch Consulting	Dudek	SCST / Atlas	DDB Engineering	West Coast Civil	Markup	
			Engineering	Engineering / GIS / Funding	Environmental	Geotechnical	Permitting	Permitting / Scheduling	5%	
101	Field Reconnaissance, Data Collection, Utility Search, & Right-of-Way	61,095	21,300	60,820				6,500	4,431	154,146
010	Field Reconnaissance	15,932	5,240	15,200					1,022	37,394
020	Data Collection	27,407	10,460	31,680				6,500	2,432	78,479
030	TM #1 - Data Collection	17,755	5,600	13,940					977	38,272
102	Flume Condition Assessment	98,833		39,900					1,995	140,728
010	Bench Sections - Drone Inspection	33,363								33,363
011	TM #2 - Bench Section Inspection Report	3,428								3,428
020	Siphon Sections - Inspection Execution Plan (if necessary)	62,042		39,900					1,995	103,937
103	Preliminary Geotechnical Review	8,363	47,440			162,210			10,483	228,495
001	Base Scope - Site work and desktop research compilation	3,506	15,300			15,382			1,534	35,722
002	Exploratory drilling, testing, and analysis	0	14,080			129,700			7,189	150,969
002	TM #4 - Geotechnical Investigations	4,857	18,060			17,128			1,759	41,804
104	Environmental and Permitting Coordination	13,247		6,840	37,423			25,000	7,700	94,058
001	Coarse Screen	3,832		2,280	12,610			10,000	3,200	33,326
002	Fine Screen	4,329		2,280	12,303			15,000	4,500	40,116
003	TM #5 - Environmental and Permitting	5,087		2,280	12,510				740	20,616
105	System Hydraulic Analysis and Flow Control Requirements	98,424	47,880						2,394	148,698
010	Demand, Services, Reconnections, and Agency Impacts Analysis	18,323	17,700						885	36,908
020	Flow Control Strategies Assessment (upstream vs. downstream)	17,185	17,700						885	35,770
030	Hydraulic and Transient Analyses (EVWTP & Flume)	25,790								25,790
040	TM #6 - Hydraulic Analysis and Appurtenant Facilities	37,126	12,480						624	50,230
106	Study Phasing and Timing	35,274							3,500	38,949
010	System Integration Analysis for Flume Replacement	19,683							3,500	23,358
020	TM #7 - District System Integration and Phasing	15,591								15,591
107	Pipeline Design Criteria and Conceptual Design	206,832	148,140	58,100	13,176				10,971	437,218
010	Coarse Screen Analysis	46,797	38,220						1,911	86,928
020	Fine Screen Analysis	49,163	50,160	820					2,549	102,692
030	10% Design - Conceptual Design	71,547	39,860	51,400	7,496				4,938	175,241
040	TM #8 - Conceptual Design Report	39,324	19,900	5,880	5,680				1,573	72,357

Vista Irrigation District Flume Replacement Alignment Study

Phase	Phase Description	Brown and Caldwell	Subconsultants							Total
			Black & Veatch	Hoch Consulting	Dudek	SCST / Atlas	DDB Engineering	West Coast Civil	Markup	
			Engineering	Engineering / GIS / Funding	Environmental	Geotechnical	Permitting	Permitting / Scheduling	5%	
108	Cost Estimates, Implementation Schedules, Funding, & Cash flow	91,730	7,720	46,760					2,724	148,934
010	Cost Estimating	41,965	7,720	3,040					538	53,263
020	Scheduling	18,692		3,040					152	21,884
030	Cash Flow & Funding	11,575		27,940					1,397	40,912
040	TM #9 - Cost, Schedule, and Financial Review	19,498		12,740					637	32,875
200	Alternatives Screening and Board of Directors Workshop	70,004	19,640	48,700	3,100				3,572	145,016
010	Board Packet - Long List of Alternatives	11,097		5,150	775				296	17,319
020	Board Workshop #1 - Long List of Alternatives	3,576		4,100					205	7,881
030	Board Packet - Coarse Screening	11,097	4,780	5,150	775				535	22,338
040	Board Workshop #2 - Coarse Screening	3,576	3,100	4,100					360	11,136
050	Board Packet - Fine Screening	11,296	4,780	3,920	775				474	21,245
060	Board Workshop #3 - Fine Screening	3,576	3,100	2,870					299	9,844
070	Board Packet - Conceptual Design and Project Affordability	11,296	480	6,140	775				370	19,061
080	Board Workshop #4 - Conceptual Design and Project Affordability	3,576	2,100	2,870					249	8,794
090	Report - Preferred Alignment Identification (Final Report)	10,914	1,300	14,400					785	27,399
300	Management, Quality Control, & Meetings	161,617	101,640	51,670	3,100	1,264			7,884	327,174
010	Project Management (22 Months)	51,696	27,260	9,840					1,855	90,651
020	QA/QC (9 TMs Total)	46,579	19,320	10,570					1,495	77,963
030	QA/QC (4 Board Packets Total)	10,351	5,520	3,280					440	19,591
040	QA/QC (1 Final Reports Total)	7,763	5,520	4,680					510	18,473
050	Meetings - Kickoff	4,222	4,620	1,640	775				352	11,609
060	Meetings - Staff Level Workshops (4 Total)	9,362	6,760	7,720	2,325	1,264			903	28,335
070	Meetings - Monthly Progress Meetings (22 Total)	19,338	17,200	9,020					1,311	46,869
080	Meetings - Submittal Review Meetings (14 Total)	12,306	15,440	4,920					1,018	33,684
GRAND TOTAL		845,418	393,760	312,790	56,799	163,474	25,000	17,700	48,476	1,863,417

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



January 5, 2021

Greg Keppler, PE, QSD, Engineering Project Manager
Vista Irrigation District
1391 Engineer Street
Vista CA 92081

Subject: Revised Letter Proposal to Provide Environmental Consulting Services for the Vista Flume Replacement Project

Dear Greg,

HELIX Environmental Planning, Inc. (HELIX) is submitting this revised letter proposal to Vista Irrigation District (District) to provide environmental consulting services for the Vista Irrigation District Flume Replacement Project (project) located in the northern San Diego County.

SCOPE OF SERVICES

HELIX will provide environmental consulting services concurrent with the engineering evaluation of potential flume replacement alignments. HELIX will work closely with the District and the design engineering consultant that the District has selected pursuant to its recent Request for Proposals (RFP), Flume Replacement Alignment Study.

Task 1. Alignment Alternative Development – Coarse Screening

Pursuant to the RFP, the initial phase of the study will be Alignment Alternative Development, including the subtask Environmental and Permitting Coordination. As needed, this work shall include concurrent evaluation of environmental impacts so as to identify fatal flaws early on, and minimize time spent on alignments that cannot be feasibly mitigated. It is anticipated coordination will be through email, conference calls, or other video conferencing media.

HELIX will conduct the following scope for the potential alignments that are identified by the District's design engineering consultant (subject to approval of the District):

- **Biology** – HELIX will review existing biological documents, conduct an in-house database search for known sensitive biological resources (e.g., sensitive habitat, species, waterways/wetlands) known to occur within the project area, and prepare field maps. HELIX biologists will conduct a reconnaissance-level assessment of potential alignments, denoting whether alignments would be in or adjacent to non-sensitive areas (e.g., disturbed/developed land, ornamental landscaping) or potentially sensitive habitat. A conservative approach will be used; for example,

disturbed coastal sage scrub habitat would be noted as “potentially sensitive” and not “disturbed.” Drainages, potential wetlands, riparian habitat, and other potentially jurisdictional aquatic resources will be noted and preliminarily mapped; however, no formal delineation of these resources will be conducted during coarse screening.

- **Cultural Resources and Tribal Cultural Resources** – HELIX will leverage its prior cultural resources analysis of the flume for those flume segments that may be retained or replaced in the same location. A Native American Heritage Commission Sacred Lands File Search will be requested, and a cultural resources records search will be conducted for corridors along each proposed new alignment section. No cultural resources field work or Native American Outreach is proposed as part of coarse screening.

As part of a previous project that replaced a portion of the flume, the entire flume was evaluated for historical significance. While that effort determined that the flume was historically significant under the California Environmental Quality Act (CEQA), potential future impacts to the resource were fully mitigated through the preparation of Historic American Engineering Record (HAER) documentation. That mitigation is sufficient for historical resources impacts to the flume that would result from the flume replacement project currently under consideration. Accordingly, historical resources analysis of the flume is not proposed as part of the current cultural resources analysis.

- **Community Impacts** – HELIX will conduct a desktop review of aerial images, coupled with a reconnaissance-level field visit, to identify land uses potentially sensitive to construction impacts such as noise. Land uses will be mapped at a gross level (e.g., residential, commercial, mixed use). Potential construction-related traffic disruptions during in-road construction could be considered community impacts; however, a project’s effect on traffic levels of service is no longer considered a significant impact to the environment under CEQA. Accordingly, while potential traffic disruption associated with pipeline construction in roadways will be discussed at a qualitative level as a potential community impact that the District may want to consider when selecting alignments, traffic disruption will not be considered as a potential future CEQA compliance concern.
- **Other Environmental Checklist Issues** – There are a number of topics/issues included in the CEQA Environmental Initial Study Checklist that are not expected to factor strongly in the alignment selection process and/or that HELIX expects will be addressed by other members of the District’s consulting team.

The level of air pollutant emissions, including greenhouse gas emissions, associated with project construction is not expected to vary significantly from one alternative alignment to another. Accordingly, although the future CEQA compliance document for the project will need to address air pollutant and greenhouse gas emissions, analysis of air pollutant and greenhouse gas emissions will not be conducted until the fine screening process (see Task 2). Similarly, the selection of one alternative alignment versus another is expected to have minimal effect on energy use impacts associated with the construction or operation of the flume; accordingly, energy use will not be included as a screening factor.

With the exception of some short bench segments that currently support above-ground flume segments, the project would consist of underground pipelines/siphons that would have little to no impact on aesthetics, agriculture, mineral resources, population/housing, public services, recreation, public services, and wildfire. Accordingly, these topics will not be included in the screening analysis.

The results of the above analyses will be provided to the District and its design engineering consultant in letters and/or technical memoranda. These will be provided in electronic format suitable to support Board workshop presentations and for appending to, or copying and pasting into, the design engineering consultant's Preferred Alignment Identification Report. Preparation of one draft and one final version of each coarse screening document is included in HELIX's scope of work.

Task 2. Alignment Alternative Development – Fine Screening

Working with the District and its design engineering consultant, HELIX will conduct a more refined assessment of the preferred alternative. If requested, HELIX will prepare an Environmental Initial Study Checklist for the preferred alternative based on Appendix G of the State CEQA Guidelines.

- **Biology** – For proposed alignment segments found to be in or immediately adjacent to potentially sensitive habitat, HELIX will map vegetation and potential jurisdictional resources, assess potential for sensitive species, and describe existing conditions of each alignment. HELIX will also address anticipated permitting/mitigation requirements, potential biological constraints, and future focused surveys (e.g., for rare plants or protected wildlife species) that HELIX thinks would be necessary to support the CEQA compliance document and/or project permitting. This task does not include a formal jurisdictional delineation, focused surveys, or preparation/processing of permit applications. The results of this task will be presented in a letter report or memorandum.
- **Cultural Resources and Tribal Cultural Resources** – If necessary, HELIX will update the coarse-screening cultural resources records search to include new alignments that extend outside of the previous study area. HELIX will then conduct a pedestrian cultural resources survey of potential alignments where such a survey is feasible (for example, pipeline alignments proposed under arterial roadways through developed urban areas may be excluded). A Native American monitor, working as a subconsultant to HELIX, will participate in the surveys. Alignments that could affect known archaeological resources impacts will be discussed with the District and its design engineering consultant, and alignments will be identified as having a high, medium, or low sensitivity for cultural resources. The results of the archaeological survey will be discussed in a cultural resources survey technical report; specific archaeological resources information will be contained within a confidential appendix that cannot be shared with members of the public.
- **Community Impacts** – HELIX will refine the gross-level land use mapping to identify potentially sensitive land uses along alignments, including schools, medical and nursing facilities, religious institutions, and residential communities. Potential impacts associated with construction noise will be discussed qualitatively, as will facilities where temporary access restrictions during

construction could be problematic (e.g., medical facilities). The results of this task will be presented in a letter report or memorandum.

- **Other Environmental Checklist Issues** – HELIX will model potential air pollutant and greenhouse gas emissions associated with construction to determine whether these emissions are likely to be considered significant impacts under CEQA and trigger the requirement for the preparation of an Environmental Impact Report (EIR). This modeling will address one preferred alignment, if available. If there is not a specific preferred alignment available, HELIX will work with the District and its design engineering consultant to identify an alignment that would result in the generation of reasonably conservative modeling results. If the preferred alternative is a new pipeline, HELIX can also provide an order-of-magnitude estimate for emissions associated with a hybrid alternative that would use sections of the existing flume. Construction-related greenhouse gas emissions will be amortized over a 30-year period. The results of the air quality and greenhouse gas emissions modeling will be presented in a letter report or memorandum, along with recommended mitigation measures, if applicable. Operational emissions from the replacement flume (such as emissions associated with the generation of electricity used to pump water) are anticipated to be similar to those associated with the operation of the current flume, and thus will not be modeled. Additionally, as California transitions to increasingly higher levels of renewable energy generation, the air pollutant and greenhouse gas emissions associated with electrical use will be reduced over time.

If the District requests that HELIX prepare a CEQA Environmental Initial Study Checklist of a preferred alignment, other checklist issues will be addressed qualitatively in that document.

The results of this analysis will be provided in electronic format to facilitate inclusion of this information in Board Workshop presentations and in the design engineering consultant's Final. Preparation of one draft and one final version of each document is included in this scope of work.

Task 3. Summary Document

HELIX will provide the District with written recommendations regarding next steps in the environmental compliance process, including:

- A. Whether potentially significant impacts have been identified that indicate that the preparation of an EIR would be necessary, or whether it appears that a Mitigated Negative Declaration (MND) may be appropriate.
- B. Identification of anticipated future environmental studies necessary to support the CEQA compliance document or environmental permit applications, if applicable. These could include jurisdictional delineation(s) of the water of the U.S./waters of the State, focused surveys for rare plants or protected wildlife species, testing of archaeological sites for significance, and/or design of noise mitigation.
- C. Anticipated permit requirements associated with effects to waters of the U.S./waters of the State, such as a Clean Water Act Section 404 Permit (including an analysis of whether the project may qualify for Clean Water Act Nationwide Permit No. 12 for utility line backfill), Clean

Water Act Section 401 Water Quality Certification, and California Fish and Game Code Section 1602 Streambed Alteration Agreement.

- D. Anticipated Native American consultation requirements.
- E. The anticipated timeline and cost for CEQA compliance, additional studies, permit preparation and process, and Native American consultations.

These recommendations will be presented in letter format unless otherwise requested by the District. As applicable, this information may also be incorporated into the design engineering consultant's Final Report.

Task 4. Board Workshops

If requested by the District, HELIX's project manager will participate in up to three Board Workshops being led by the District's design engineering consultant. This task is budgeted at eight hours of HELIX labor per workshop including preparation, travel (if workshops are in person), and workshop participation.

Task 5. CEQA Notice of Exemption

The design engineering consultant may desire to conduct geotechnical borings as part of its work to identify a preferred alternative. Geotechnical borings are often able to be excluded from detailed analysis under CEQA pursuant to the Class 6, Information Gathering Categorical Exemption described in State CEQA Guidelines Section 15306.

If requested by the District, HELIX will prepare one CEQA Notice of Exemption for geotechnical boring(s), provided that the proposed boring(s) would not trigger any of the exceptions listed in State CEQA Guidelines Section 15300.2 (such as an environmentally sensitive location). This scope assumes that not fieldwork will be required to support the Notice of Exemption beyond what is included in Task 1, as described above. HELIX will provide the Notice of Exemption to the District for signature and, upon receipt of the signed hard copy back from the District, file the Notice of Exemption with the San Diego County Clerk and pay the \$50.00 filing fee (as a reimbursable expense).

Task 6. Management and Meetings

HELIX will manage the above tasks and participate in meetings and conference calls with the District and its design engineering consultant. This proposal assumes up to 28 hours of HELIX labor for management and meetings (not including the Board Workshops in Task 4) over the life of this project.

SCHEDULE

HELIX will work with the District and its design engineering consultant to develop a schedule that allows for the timely inclusion of the environmental information into the coarse and fine screening work products being prepared by the design engineering consultant.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$65,300, which is provided below in a breakdown by task. All work shall be invoiced on a time-and-materials basis pursuant to the terms of an agreement between the District and HELIX.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1	Alignment Alternative Development – Coarse Screening	\$17,000
2	Alignment Alternative Development – Fine Screening	32,900
3	Summary Document	2,500
4	Board Workshops	5,300
5	CEQA Notice of Exemption	1,300
6	Project Management and Meetings	6,300
TOTAL		\$65,300

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this proposal.

- The District’s design engineering consultant will provide HELIX with current digital baseline data and project plans for producing maps and graphics, including potential alignments in CAD or GIS file formats.
- HELIX’s scope of work does not include jurisdictional delineations, focused species surveys, public meetings other than the three Board Workshops, permit preparation and processing, and/or cultural resources site testing.
- HELIX’s scope of work for CEQA is limited to the preparation of a draft Initial Study checklist as described for Task 2, provision of recommended next steps for CEQA compliance as described for Task 3, and the preparation of a CEQA Notice of Exemption as described for Task 5. HELIX’s scope does not include public circulation of the draft Initial Study checklist; preparation or processing of a Negative Declaration, MND, or EIR; and/or Native American consultation support in compliance with Assembly Bill 52 requirements.
- Once preparation of the coarse screening analysis has begun (Task 1), no new alignments will be added to that screening effort that would require major revisions to letter reports/memoranda being prepared by HELIX. Once preparation of the fine screening has begun (Task 2), no new or substantively modified alignments will be added to that screening effort that would require major revisions to letter reports, memoranda and/or environmental Initial Study checklist being prepared by HELIX.

CLOSING

This quote is good for 45 days from the date of this letter. We look forward to working with you on this project. If you have any questions concerning this proposal, please call me at (619) 462-1515 x216.

Sincerely,



Michael Schwerin
Chief Executive Officer

Attachment: HELIX Fee Schedule

SCHEDULE OF FEES



CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	\$225-250
Principal Acoustician	\$180-205
Principal Biologist	\$190-225
Principal Landscape Architect	\$160-190
Principal Permitting Specialist	\$170-220
Principal Planner	\$200-235
Principal Regulatory Specialist	\$190-225
Senior Project Manager I-III	\$150-200
Senior Air Quality Specialist	\$155-180
Senior Environmental Specialist	\$130-170
Senior Fisheries Scientist	\$200-230
Senior Noise/Air Quality Specialist	\$150-180
Noise/Air Quality Specialist	\$115-145
Environmental Specialist I-III	\$85-125
Environmental Compliance Analyst	\$70
Environmental Compliance Specialist	\$75-125
Project Manager I-III	\$120-175
Assistant Project Manager	\$100-120
Archaeology Field Director	\$110
Staff Archaeologist	\$80-115
Senior Archaeologist	\$120-170
Architectural Historian	\$100-130
Environmental Planner I-III	\$95-120
Environmental Analyst	\$65-75
Landscape Architect	\$110-125
Senior Landscape Architect	\$130-160
Landscape Planner I-III	\$95-115
Sr. Scientist	\$130-165
Biologist I-V	\$85-130
Assistant Biologist	\$60
Senior GIS Specialist	\$125-165
GIS Specialist I-III	\$75-120
Graphics	\$115
Technical Editor	\$90-100
Operations Manager	\$105- 120
Word Processor I-III	\$65-85
Clerical	\$60-75

Rates are subject to change on a yearly basis

SCOPE OF SERVICES

Vista Irrigation District Program Support Services – Vista Flume Replacement Project

December 30, 2020

BACKGROUND AND OVERVIEW

Based on the results of the Water Supply Planning Study, the Vista Irrigation District has determined to proceed with engineering and environmental investigations for a project to replace the Vista Flume. The District will hire an engineering led consultant team to undertake an Alignment Study, and an environmental professional led team to prepare environmental documentation under the California Environmental Quality Act (CEQA) and to manage environmental permitting activities. The Program Support Services project will support the District in reviewing and guiding the work toward successful outcomes.

SCOPE OF WORK

The scope of work is structured into two tasks, as follows:

- TASK 1: Project Review and Support
- TASK 2: Additional Services

The scope of services is as follows:

TASK 1. PROJECT REVIEW AND SUPPORT

- 1.1. **Project and Task Kickoff Meetings:** Prepare for and participate in up to four (4) project and task kick-off meetings.
- 1.2. **Key Review Meetings:** Prepare for and participate in up to six (6) key project meetings to provide strategic input and review.
- 1.3. **Project Review:** Review project deliverables and provide comments to District.
- 1.4. **Board Workshops:** Prepare for and participate in up to three (3) Board workshops.

Task 1 Deliverables:

- Review comments on project deliverables (MS Word and PDF)

TASK 2. ADDITIONAL SERVICES

- 2.1. **Additional Services:** Provide additional project services as requested by the District and agreed to in writing by both parties. Time charged to this task shall require prior authorization from the District.

SCHEDULE

CONSULTANT shall execute the project on a schedule consistent with the reasonable requests of the District.

FEE AND RATES

See Exhibit B

ASSUMPTIONS

- 1) District will provide available background data and information to consultant in a timely manner.
- 2) The work of this scope is grounded in civil engineering, and constitutes the initial phase of project design and development. The work of this scope is therefore Design Professional Services as defined in California Civil Code section 2782.8(c).

CLIENT: Vista Irrigation District

PROJECT: Program Support Services for the Vista Flume Replacement Project

TASK DESCRIPTION	Labor Hours by Category				Budget			
	Doug Gillingham (GW) (Project Manager)	Don MacFarlane (DLM)		Total Hours	Labor	Other Direct Costs (ODCs) 0.0%	Sub Mark-up 7.5%	TOTAL
Hourly Rate:	\$240.00	\$240.00						
BASE SCOPE ITEMS								
TASK 1: PROJECT REVIEW AND SUPPORT								
1.1 Project and Task Kick-Off Meetings (4)	24	24		48	\$ 11,520	\$ -	\$ 432	\$ 11,952
1.2 Key Review Meetings (6)	36	36		72	\$ 17,280	\$ -	\$ 648	\$ 17,928
1.3 Review of Draft Deliverables	56	40		96	\$ 23,040	\$ -	\$ 720	\$ 23,760
1.4 Board Workshops (3)	12	12		24	\$ 5,760	\$ -	\$ 216	\$ 5,976
				0	\$ -	\$ -	\$ -	\$ -
Subtotal	128	112	-	240	\$ 57,600	\$ -	\$ 2,016	\$ 59,616
TASK 2: ADDITIONAL SERVICES								
2.1 Additional Services	60	60		120	\$ 28,800	\$ -	\$ 1,080	\$ 29,880
				0	\$ -	\$ -	\$ -	\$ -
				0	\$ -	\$ -	\$ -	\$ -
Subtotal	60	60	-	120	\$ 28,800	\$ -	\$ 1,080	\$ 29,880
TASK 3: (not used)								
Subtotal	-	-	-	0	\$ -	\$ -	\$ -	\$ -
TOTAL BASE SCOPE	188	172	-	360	\$ 86,400	\$ -	\$ 3,096	\$ 89,496



STAFF REPORT

Board Meeting Date: February 17, 2021
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: WIRELESS TELECOMMUNICATIONS FACILITY LICENSE AGREEMENT

RECOMMENDATION: Authorize the General Manager to execute a Wireless Telecommunications Facility License Agreement with Cellco Partnership dba Verizon Wireless for Cabrillo Circle (E1) reservoir.

PRIOR BOARD ACTION: On March 1, 1995, the Board authorized the General Manager to execute a lease agreement with Air Touch Cellular (predecessor to Verizon Wireless) and allow for the construction of a cellular tower and building at E1 reservoir. The authorized term was for five years with four 5-year options to extend the lease.

FISCAL IMPACT: Verizon Wireless (Verizon) is currently paying \$1,801.48 per month under the existing lease agreement. Under the new agreement, the license fee will increase \$3,000.00 per month.

SUMMARY: Verizon has occupied property at the District's Cabrillo Circle reservoir under a lease agreement for the past 25-years. As the lease agreement has ended, Verizon desires to enter into another agreement to continue providing cellular service at this site. Under a new license agreement, Verizon would continue to operate its site under similar provisions as the lease agreement but with a maximum authorized term of 15-years, including all extension options.

DETAILED REPORT: Verizon currently has a single mono-pole style antenna and a 200 square foot utility building at the District's E1 reservoir property located at 1122 Cabrillo Circle in Vista. As the 25-year lease agreement has expired, Verizon has agreed to continue occupying this site under a new license agreement with the District. The license agreement commences with an initial five-year term with two, five-year options to extend the license. The initial annual fee is \$36,000.00; paid in equal \$3,000.00 monthly payments. Every anniversary date, the license fee will be adjusted according to the most recent Consumer Price Index – All Urban Consumers for the San Diego Metropolitan Statistical Area. The fee adjustment shall be no less than three percent and no greater than six percent in any year of the contract.

Over the term(s) of the license agreement, Verizon will have the ability to add or modify facilities and equipment on the premises provided they have written approval from the District and have acquired all other required governmental authorizations. If deemed necessary by the District for current or planned use of the property, Verizon, at its expense, may be required to modify, relocate or remove equipment or facilities within 30 days of written notice.

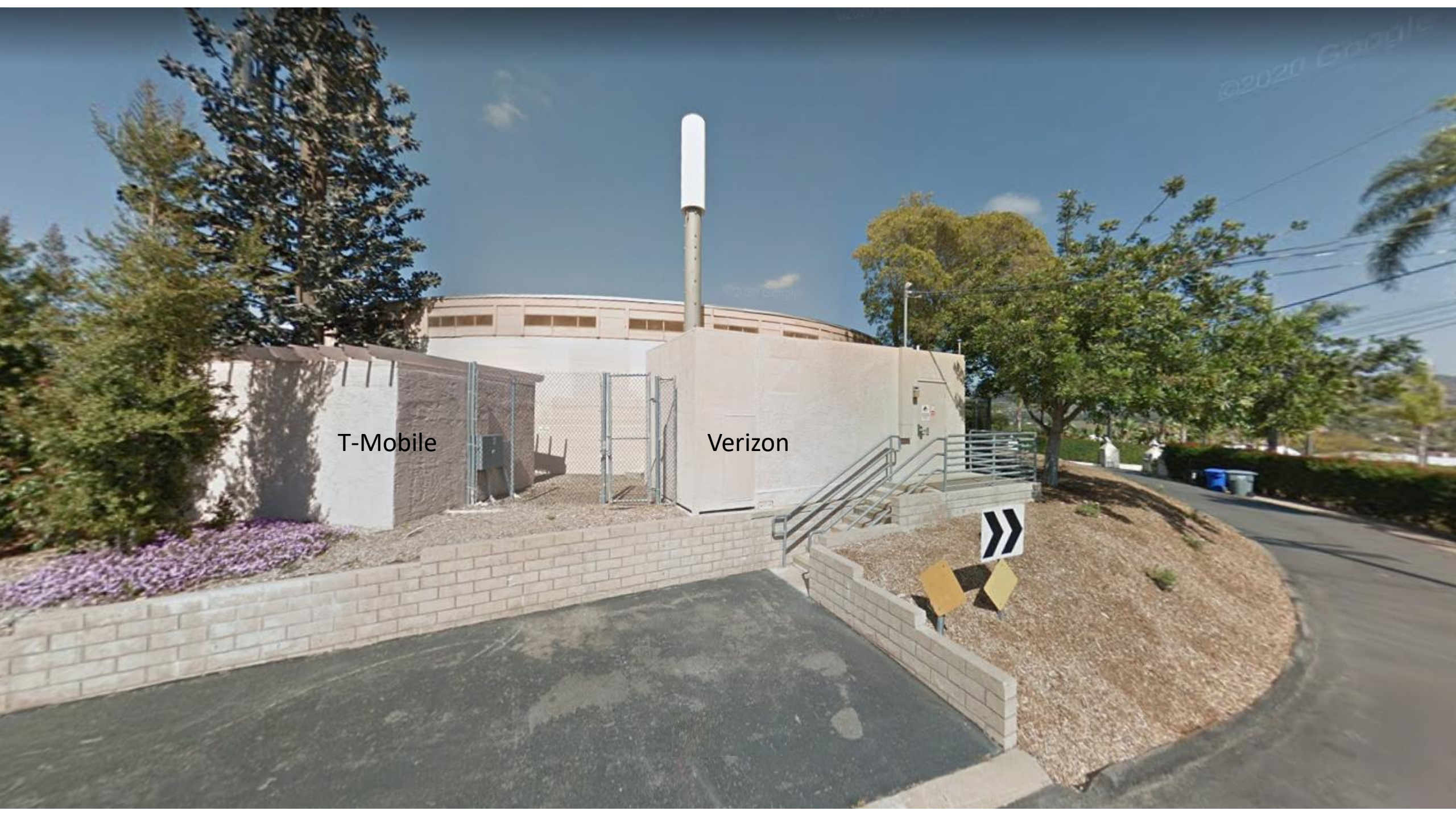
The District currently has three other cellular sites within its service area, Lupine Hills reservoir (T-Mobile), Edgehill reservoir (AT&T) and another at Cabrillo Circle reservoir (T-Mobile), and two at Lake Henshaw (AT&T and Crown Castle Towers).

ATTACHMENTS:

- Site Photograph
- License Agreement with Verizon

T-Mobile

Verizon



WIRELESS TELECOMMUNICATIONS FACILITY LICENSE AGREEMENT

This Wireless Telecommunications Facility License Agreement (the “Agreement”) is entered into between VISTA IRRIGATION DISTRICT, a governmental agency (“Licensor”), and Cellco Partnership, a Delaware general partnership dba Verizon Wireless (“Licensee”) (Licensor and Licensee are each referred to individually as a “Party,” and collectively as the “Parties”), and is effective as of _____ (the “Effective Date”).

RECITALS

A. Licensor is the owner of real property commonly known as Licensor’s E-1 Reservoir site and located at 1122 Cabrillo Circle, Vista, California 92084 (the “Property”), more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference.

B. Licensee desires limited non-exclusive access to and use of a portion of the Property to install, maintain and operate wireless telecommunication facilities and equipment.

C. Licensor is willing to authorize Licensee limited and non-exclusive access to and use of a portion of the Property for such purposes under the terms and conditions in this Agreement.

EXECUTORY AGREEMENTS

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

1. LICENSE.

1.1 **Scope of License.** Licensor grants to Licensee a non-exclusive license (the “License”) to use that portion of the Property described in Exhibit “B” attached hereto and incorporated herein by this reference (the “Premises”) for the purposes of installing, maintaining and operating the facilities and equipment described in Exhibit “C” attached hereto and incorporated herein by this reference (the “Facilities and Equipment”).

1.2 **Term of License.** The License shall commence as of the Effective Date and extend for a period of five (5) years (the “Initial Term”). This Agreement may be renewed for two (2) additional five (5) year renewal terms (each, a “Renewal Term”), subject to any changes reasonably required by Licensor or mutually agreed upon by the Parties. Licensee shall provide Licensor at least one hundred eighty (180) days Notice, as defined in Section 11 below, of Licensee’s desire to enter into a Renewal Term. No Renewal Term shall be effective unless and until the Licensee and Licensor have executed an amendment to this Agreement setting forth any changed terms and provisions that will apply during that Renewal Term.

1.3 **Limitations on License.** Nothing in this Agreement is intended to create an interest or estate of any kind or extent in the Property or Premises, nor does this Agreement create a landlord/tenant relationship; and Licensee is not entitled to avail itself of any rights afforded to tenants or lessees under the laws of the State of California.

1.4 Non-Exclusive License. This License is not exclusive. Licensor reserves the right to enter upon and use the Premises and Property, and to enter into a license or other agreement with other parties, including without limitation, telecommunications and information service providers (“Carriers”) for the non-exclusive use of the Property or Premises. Accordingly, Licensee’s Facilities and Equipment must be designed, constructed and installed in a manner that will allow for shared use of the Premises. In the event that one or more additional Carriers is licensed to use the Property or Premises, it shall be the Carrier’s responsibility and expense to ensure that such installation is constructed and operated in accordance with applicable Federal Communications Commission (“FCC”) regulations. If Licensor approves a Carrier’s plans and specifications, Licensor shall provide twenty (20) days Notice to Licensee as to the scheduled date and time of commencement of construction and installation of such Carrier’s facilities and equipment. Any change to a Carrier’s approved facilities, equipment and location shall be made compatible with Licensee’s Facilities and Equipment at Carrier’s sole expense. Except as otherwise required by applicable Laws (as hereinafter defined), disputes between the Licensee and any Carrier over the use of the Property or the Premises shall be submitted to Licensor’s General Manager or his or her authorized designee for final resolution.

2. LICENSE PAYMENTS.

2.1 License Fee and Adjustments. Licensee shall pay to Licensor an initial annual fee (the “License Fee”) of Thirty Six Thousand Dollars (\$36,000.00), which shall be payable in equal monthly installments of Three Thousand Dollars (\$3,000.00) each, without abatement, deduction or offset, on the Effective Date and thereafter on the first day of each calendar month following the Effective Date. The License Fee shall be adjusted annually on the anniversary of the Effective Date (the “Anniversary Date”) by the positive percentage increase in the most recently published “Consumer Price Index – All Urban Consumers” for the San Diego Metropolitan Statistical Area (“Index”) over the rate in effect on the Anniversary Date in the immediately prior year (an “Adjustment”); provided, however, that no annual Adjustment shall be less than 3%, nor more than 6%, over the License Fee in effect on the on the Anniversary Date in the immediately prior year. In the event that the United States Department of Labor ceases to publish the Index or any successor to the Index, the parties shall replace the Index with a comparable index to measure changes in the cost of living in San Diego County for purposes of calculating the Adjustment.

2.2 Payment of License Fee.

2.2.1 Licensee shall make all License Fee payments, and pay all other sums due under this Agreement, in lawful money of the United States, by check payable to “Vista Irrigation District,” and shall personally deliver or mail all License Fee payments and other sums without any notice or demand from Licensor at the address set forth in Section 11 below. Licensee assumes all risk of loss or late payment if any License Fee payment or other sum is made by mail.

2.2.2 All License Fee payments and other sums due under this Agreement shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by Licensor of any License Fee payment or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this Agreement, or any delay and/or failure to

implement any License Fee adjustment as provided in Paragraph 2.1 above, shall constitute an agreement by Licensor to modify this Agreement or a waiver of Licensor's right to receive all sums provided for in this Agreement. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and Licensor shall accept all License Fee payments and other sums from Licensee without prejudice to Licensor's right to recover the balance of the amount due or to pursue any other remedy set forth in this Agreement or otherwise provided by law.

2.3 Late Charges. The Parties agree that in the event any installment of the License Fee is not received by Licensor by the fifth (5th) day of the month in which it is due, the fee payment shall be deemed delinquent. The Parties mutually acknowledge that the actual damages from such delinquency would be unreasonably difficult or impossible to quantify; and the Parties therefore estimate and agree that the late charge for such delinquency shall be ten percent (10%) of the delinquent amount, which late fee shall accrue on the unpaid amount, and which Licensee shall immediately pay to Licensor. Acceptance by Licensor of any delinquent License Fee or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or preclude Licensor from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.4 Termination for Repeated Delinquency. Notwithstanding any other provision of this Agreement, if Licensee is delinquent in the payment of the License Fee or any other sum due herein for two (2) or more months in any twelve (12) month period, Licensor may upon Notice to Licensee immediately terminate this Agreement and demand removal of Licensee's Facilities and Equipment from the Premises within ten (10) days, or remove the Facilities and Equipment itself and charge Licensee for the cost of such removal and storage.

2.5 Holding Over. If Licensee remains in possession of the Premises after the expiration or earlier termination of this License with the consent of Licensor (either express or implied), and without executing a new License or entering into a Renewal Term, then such holding over shall not be considered a renewal of this Agreement, but rather shall be construed as an extension from month to month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable; provided, however, that Licensee shall pay to Licensor, for each month that Licensee holds over, an amount equal to two hundred percent (200%) of the License Fee as set forth and adjusted in accordance with Paragraph 2.1. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed consent by Licensor to the occupancy or possession of the Premises by Licensee after the expiration or termination of this Agreement.

3. CONDITION AND INSPECTION OF THE PREMISES.

3.1 Premises Licensed As-Is. Licensee acknowledges that the Premises are licensed to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by Licensor, or any of its officers, directors, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose or use, their income producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this Agreement.

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

3.3 Inspection By Licensee. Licensee acknowledges that Licensee has had the opportunity to and has inspected the Premises prior to the execution of this Agreement, and that Licensee takes and licenses the Premises in the condition in which the Premises exists as of the Effective Date. Licensee represents that the Premises are in good, clean, safe, and licensable condition, and fit for Licensee's intended use, as of the Effective Date.

4. GOVERNMENTAL PERMITS AND APPROVALS.

4.1 Required Governmental Approvals. Licensee shall be responsible for securing any and all necessary permits, entitlements and approvals required from any federal, state or local governmental agency with jurisdiction over the Property, the Premises or the Facilities and Equipment, for the installation or operation of the Facilities and Equipment of Licensee on the Premises (collectively, the "Governmental Approvals"). Licensee shall not process any Governmental Approvals imposing restrictions or requirements on the use of the Premises or the Property without the prior written consent of Licensor, which Licensor may withhold in its sole and absolute discretion.

4.2 Proof of Compliance. Within ten (10) days after receiving a request therefor from Licensor, Licensee shall certify and provide proof that Licensee is in compliance with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including but not limited to all applicable regulations and requirements promulgated by the FCC (collectively, the "Laws"), and has obtained all required Governmental Approvals, licenses and bonds.

4.3 Licensee's Right to Terminate. Licensee's ability to use the Premises for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the Governmental Approvals which may be required from all applicable federal, state and local authorities, and obtaining any easements which are required from any third parties. Licensor shall reasonably cooperate with Licensee in its efforts to obtain such Governmental Approvals and easements (but without the requirement that Licensor incur any costs or expenses in so doing), as may be required for Licensee's installation and operation of the Facilities and Equipment. If: (a) any application or negotiations by Licensee for any required Governmental Approval, certificate, license, easement, policy of title insurance, or agreement is finally denied, rejected or terminated; or (b) any such Governmental Approval, certificate, permit, license, easement, or agreement is canceled, expires or lapses or is otherwise withdrawn or terminated; or (c) any Hazardous Materials (as hereinafter defined) are discovered or otherwise become located on the Property or the Premises, other than as a direct result of Licensee's activities; or (d) due to technological changes, Licensee determines it is no longer practical to use the Premises for Licensee's intended purposes, then Licensee shall have the right to terminate this Agreement by giving one hundred eight (180) days Notice to Licensor, provided that Licensee removes all of its Facilities and Equipment from the Premises by that date.

5. **INSTALLATION OF FACILITIES AND EQUIPMENT.**

5.1 **Plans and Specifications.** Not less than thirty (30) days prior to the commencement of construction or installation of any of the Facilities or Equipment, Licensee shall provide the proposed plans and specifications for the Facilities and Equipment to Licensor for its approval. Licensor will provide Licensee with its comments or approval within twenty (20) days of its receipt of such proposed plans and specifications. Licensee shall also provide Licensor with “as-built” drawings for the Facilities and Equipment within thirty (30) days following the completion of the installation of the Facilities and Equipment. In the event that Licensor grants written approval to any request by Licensee for the construction or installation of the Facilities and Equipment, or their subsequent alteration or improvement, such approval shall be deemed conditioned upon Licensee acquiring all Governmental Approvals required therefor; and such Facilities, Equipment (and any subsequent alteration or improvement) shall be constructed in strict conformance with the plans and specifications approved therefor by Licensor. Once approved by Licensor, no changes or alterations shall be made to the plans or specifications without the prior written approval of the Licensor.

5.2 **Performance Guarantee.** Prior to the construction of the Facilities and Equipment, Licensee shall establish a performance guarantee with Licensor. The performance guarantee shall consist of any combination of cash deposited with Licensor and/or a faithful performance bond, in a form acceptable to Licensor. The sum of the cash deposit and bond shall at all times be equal to or exceed Thirty Thousand Dollars (\$30,000), but Licensee may deposit additional cash in increments not less than Five Thousand Dollars (\$5,000), over the life of the Agreement, to reduce the bonded amount; provided, however, that Licensee may not increase its bonded amount to redeem cash deposited with Licensor. No interest shall accrue to Licensee on any funds deposited with Licensor under this Paragraph. In the event that the faithful performance bond expires or is terminated, Licensor may, upon Notice to Licensee, immediately terminate this Agreement and the License. The cash and/or bonds that comprise this performance guarantee shall only be returned to Licensee or released upon the restoration of the Premises and the removal of Licensee’s Facilities and Equipment as required herein, and the payment by Licensee of any outstanding fees, charges and claims.

5.3 **Installation of Facilities and Equipment.** Licensee shall perform the installation of the Facilities and Equipment in a neat, responsible and workmanlike manner, using generally accepted construction standards and retaining duly licensed contractors when required, consistent with such reasonable requirements as shall be imposed by Licensor. Licensee shall construct or install all Facilities and Equipment at its sole cost and expense.

5.4 **Allowance for Installation.** Licensor shall allow the construction and installation of the Facilities and Equipment on the Premises for the use of Licensee in accordance with the approved plans and specifications, and shall allow reasonable ingress and egress for Licensee to the Property, including access at any time in case of emergency or equipment failure.

5.5 **Damage Caused During Installation.** Licensee shall promptly repair, replace or refinish, at its sole cost and expense, any surface or other portion of the Property or Premises, or any improvements therein, that is damaged by or during the installation, maintenance or operation of the Facilities and Equipment. Without limiting any other remedies available to

Licensor, if Licensee fails to repair, replace or refinish such damage, Licensor may, in its sole discretion, but without any obligation to do so, repair, replace or refinish the damage, and Licensee shall, within ten (10) days of the date of any invoice therefor from Licensor, reimburse Licensor all costs and expenses incurred in the repair, replacement or refinishing.

5.6 Utilities. Licensee shall install at its own cost: (a) a separate electrical panel and meter for its Facilities and Equipment, and be responsible for all electrical costs attributable to its Facilities and Equipment; and (b) a separate water meter for any landscaping, if required by any Governmental Approval or requirement of Licensor, and be responsible for all water and maintenance costs attributable to this requirement. Licensor will grant any necessary temporary easement for as long as this License is in effect, as required for the extension of any electrical, telephone or water service to the Premises, subject to approval as to form of the easement instrument by Licensor.

5.7 Security Fence. If required by Licensor, a security fence, the material and design of which shall be approved by Licensor, shall be placed around the perimeter of the Facilities and Equipment of Licensee. All such improvements shall be at the expense of Licensee.

5.8 Mechanics Liens and Stop Notices. Licensee shall at all times indemnify and save Licensor harmless from any and all claims, losses, demands, damages, costs, expenses, or liability for labor and materials in connection with the construction, repair, alteration, or installation of the Facilities or Equipment within the Premises, and from the cost of defending against such claims, including attorneys' fees and costs. In the event a lien or stop notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Licensee shall either: (a) record a valid Release of Lien; or (b) procure and record a bond in accordance with Section 3143 of the California Civil Code, which frees the Premises from the claim of the lien or stop notice and from any action brought to foreclose the lien. In the event that Licensee fails to accomplish either of these two optional actions within fifteen (15) days after the filing of such a lien or stop notice, this License shall be in default and shall be subject to immediate termination by Licensor.

5.9 Modifications to Facilities and Equipment. Licensee may substitute, modify or add Facilities and Equipment on the Premises from time to time, provided that Licensee first obtains both the prior written consent of Licensor in accordance with Paragraph 5.1 above, and any and all required Governmental Approvals for such substitution, modification or addition. Licensor reserves the right to increase the License Fee if Licensor determines that the substitutions, modifications or additions materially alter the scope of the License. In addition, any change to Licensee's approved antenna type, number of antennas, antenna location, or changes in transmitter type and power output, shall, at the sole expense of Licensee, be made in accordance with all applicable regulations promulgated by the FCC, and all other Governmental Approvals. Licensee shall not commence construction or installation of any substitutions, modifications or additions until Licensor first indicates its written approval to the plans and specifications therefor. If Licensee's plans and specifications are approved by Licensor, Licensee shall give twenty (20) days Notice to all other Carriers as to the scheduled date and time of the commencement of construction or installation of Licensee's modified Facilities and Equipment.

6. **USE OF PREMISES.**

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

6.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.1 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of Licensor.

6.1.2 Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals," as those terms are used in CERCLA (42 U.S.C. § 9601(14) or SARA (42 U.S.C. § 110211(e)), or any similar federal, state or local law, statute, ordinance, regulation, or order, or otherwise determined by Licensor, to be brought upon, left, used, or abandoned on the Premises. In this regard, Licensee shall comply with all Laws with respect to the use, generation, treatment, storage, disposal, emission, discharge, release, or threatened release of any "hazardous material," "hazardous waste" or "hazardous chemicals," as defined above.

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

6.2 **Co-Location of Third Party:** In the event that Licensee desires to sublease, rent or license a portion of its Facilities and Equipment to a third party telecommunications provider, Licensee shall submit such proposal and construction plans to Licensor to evaluate the proposed telecommunications provider's use. Licensor shall review and approve, or disapprove, the proposed telecommunications provider and its construction plans within thirty (20) days after Licensee has delivered the same to Licensor. If Licensor approves the proposed telecommunications provider and construction plans, Licensee may enter into an agreement with the proposed telecommunications provider, which agreement is subject to the terms and conditions of this License.

Upon the proposed telecommunications provider obtaining all of its requisite governmental approvals to use the Facilities and Equipment for telecommunications use, and on the commencement of its operations, Licensee shall pay to Licensor as consideration fifty percent (50%) of the rent, payments or other consideration received from each telecommunications provider using the Facilities and Equipment.

6.3 **Maintenance of Premises.** Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, keep and maintain in good condition and in substantial repair, all to the satisfaction of Licensor in its sole discretion, the Premises and the Facilities and Equipment, as well as any other improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the above-referenced structures, improvements and equipment, comply with all Laws, and all conditions and restrictions set forth in this Agreement. In the event that Licensee

fails, neglects or refuses to maintain or make repairs or replacements as required by this License, within three (3) days of receipt of written Notice from Licensor to Licensee, Licensor may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee or Licensor within ten (10) days of Licensee's receipt of a statement of such costs from Licensor. Any such maintenance, repair or replacement by or on behalf of Licensor shall not be deemed to be a waiver of Licensee's default under this Agreement, and shall not in any way impair, prevent or preclude Licensor from exercising any of its rights or remedies set forth in this Agreement or otherwise provided at law.

6.4 Licensee's Access. Licensee, its officers, employees, agents, and representatives, shall have the right to enter the Property upon twenty-four (24) hours' notice to Licensor for the purposes of installing, modifying, maintaining and operating the facilities and equipment. In the event of an emergency, the Notice requirement shall be waived.

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

6.6 Disconnection or Relocation. Licensee shall, at its sole cost and expense, and within thirty (30) days after receipt of Notice, protect, temporarily disconnect, relocate, modify, or remove its Facilities and Equipment if Licensor determines, in its sole discretion, that Licensee's Facilities and Equipment are inconsistent with or interfere with Licensor's current or planned use of the Property or Premises. Further, in consideration for Licensor's agreement to enter into this License, Licensee waives any and all rights it may have under any Laws for relocation assistance benefits, costs or damages, if Licensor requires Licensee to relocate or make use of the Property or Premises in such a way as to relocate Licensee within or to displace Licensee from the Property or Premises. Licensee shall execute any further documentation of this release and waiver as Licensor may reasonably require during the term of this License, including any renewal or extension thereof. If Licensee does not protect, temporarily disconnect, relocate, or remove its Facilities and Equipment within the time period specified above, Licensor may remove the Facilities and Equipment, and charge Licensee for the cost of their removal and storage.

6.7 Abandonment. Upon Licensee's request, Licensor may in its sole and absolute discretion, determine to approve the abandonment of Licensee's Facilities and Equipment on the Premises upon the termination or expiration of this Agreement. Upon such approval, Licensee shall sign, acknowledge and deliver any necessary documents to transfer ownership of the Facilities and Equipment to Licensor.

6.8 Avoiding Interference. Licensee shall at its sole cost install any equipment necessary to eliminate any interference that might be caused by the location or operation of Licensee's Facilities and Equipment with the existing facilities and equipment of Licensor or of other parties occupying the Property as of the Effective Date, or with frequencies utilized by law enforcement, fire and rescue services or other public safety agencies.

7. **INSURANCE.**

7.1 Licensee shall obtain and maintain during the Initial Term and any Renewal Term insurance against claims for injuries to persons or damage to property which may arise out of or in connection with use of the Property or Premises by Licensee or Licensee's agents, representatives, employees, or contractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a: (a) current A.M. Best Company Rating; (b) a policy holder's rating of "B+" or better; and (c) a financial rating of VII or better.

7.2 Licensee shall maintain the types of coverage and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. Licensor, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.

7.2.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury, and property damage. If the submitted policies contain aggregate limits, the general aggregate will be twice the required per occurrence limit.

7.2.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

7.2.3 Workers Compensation and Employer's Liability. Worker's Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury.

7.2.4 Professional Liability. If applicable Licensee will have its Contractor maintain Professional Liability Insurance covering Contractor's error and/or omissions when acting as a licensed professional, in an amount not less than \$1,000,000.00. If the policy is written on claims-made basis, then the coverage must remain in force for a period of one (1) year following the completion of Services.

7.3 The Licensor and its directors, officers, employees, or authorized volunteers will be named as an additional insured on General Liability.

7.4 Licensee will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

7.5 This insurance will be in force during the Initial Term and any Renewal Term and will not be canceled without thirty (30) days Notice.

7.6 Licensee will furnish certificates of insurance and endorsements to Licensor on the standard ACORD insurance form or on another form approved by the Licensor before the Effective Date and annually thereafter.

7.7 If Licensee fails to maintain any of these insurance coverages, Licensor may immediately terminate this License.

7.8 Licensor reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

8. **INDEMNIFICATION.**

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

8.2 Indemnification: Irrespective of any insurance carried by Licensee for the benefit of Lessor, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify and hold Licensor, its officers, directors, employees, representatives and volunteers (collectively, "Licensor Indemnitees") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of Licensor or any Licensor Indemnitee, and/or acts for which the Licensor or any Licensor Indemnitee would be held strictly liable, but excluding the sole active negligence and willful misconduct of Licensor or any Licensor Indemnitee. In connection therewith:

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

8.2.2 Licensee shall promptly pay any judgment rendered against Licensee, Licensor or any Licensor Indemnitee covering any Claim, and hold and save Licensor

and the Licensor Indemnitees harmless therefrom, whether such Claim was caused in whole or in part by the active or passive negligence of Licensor or any Licensor Indemnitee, and/or acts for which Licensor or any Licensor Indemnitee would be held strictly liable, but excluding the sole active negligence and willful misconduct of Licensor or any Licensor Indemnitee.

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

8.2.4 All of the indemnity obligations of Licensee under this Section 8, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

9. **DEFAULT AND TERMINATION.**

9.1 **Term and Prior Termination.** This License shall continue for the term set forth in Paragraph 1.2 above, unless this Agreement is terminated prior to its expiration pursuant to this Section 9.

9.2 **Default by Licensee.** Each and every covenant and condition contained in this License is declared to be a condition to this License. Licensee shall be considered to have materially breached this License, giving Licensor the remedies specified in Paragraph 9.3 below, in the event that any one or more of the following occur:

9.2.1 Licensee fails or refuses to pay to Licensor any portion of the License Fee or any other sum due hereunder when due, and such sum remains unpaid for five (5) days after written notice to pay as provided by Notice on Licensee by Licensor; or

9.2.2 Licensee defaults in the performance of or breaches any covenant, condition or provision contained in this Agreement other than as set forth in Paragraph 9.2.1 hereinabove, and such breach or default is not cured within thirty (30) days after Notice thereof is served by Licensor upon Licensee; or

9.2.3 Licensee abandons or vacates the Premises; or

9.2.4 Licensee becomes insolvent; for purposes of this Agreement, Licensee shall be conclusively presumed to have become insolvent if:

(a) A receiver is appointed to take possession of all or substantially all of Licensee's property (including but not limited to the Facilities and Equipment); or

(b) Licensee makes a general assignment for the benefit of creditors; or

(c) Licensee allows any judgment against Licensee to remain unsatisfied or unbonded for a period of thirty (30) days or longer; or

(d) An attachment or execution is levied upon or against any or all of Licensee's right in or under this License, and the same shall not have been released within thirty (30) days from the date thereof; or

(e) Proceedings and receivership or bankruptcy have been or are about to be instituted against Licensee; or

(f) Licensee is adjudicated a bankrupt.

9.3 Remedies on Licensee's Default. Should Licensee breach this Agreement and License, or should Licensee abandon the Premises prior to the natural expiration of this Agreement, Licenser may, in addition to any other remedy given Licenser by law or in equity, terminate this Agreement and Licensee's right to occupy and use the Premises and Property, whereupon Licensee shall promptly remove its Facilities and Equipment from the Premises.

9.4 Cumulative Remedies. The remedies given to Licenser under this Agreement shall not be exclusive, but shall be cumulative and in addition to any and all other remedies now or hereafter allowed by law or otherwise authorized by this Agreement or any other agreement between the Parties; and the exercise of one or more of said rights, powers, elections or remedies shall not impair Licenser's right to exercise any other right, power, election or remedy.

9.5 Licenser's Liability and Termination. Licensee hereby waives any and all damages or claims for damage that may be caused by any action of Licenser in terminating this Agreement and License (either with or without cause), or taking possession of the Premises as provided in this Agreement or at law, and Licensee waives any and all claims for damages to or loss of such property of Licensee (including but not limited to the Facilities and Equipment) as may be in or upon the Premises upon the termination of this Agreement.

9.6 Waiver of Breach. The waiver by Licenser of any breach of any term, covenant or condition of this Agreement shall be in writing signed by Licenser, and shall not be deemed to be a continuing waiver of any such term, covenant or condition, or a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement. The acceptance of any License Fee or other sum by Licenser under this Agreement shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant or condition of this Agreement, other than the failure of Licensee to pay the particular License Fee or sum so accepted by Licenser, regardless of Licenser's knowledge of such preceding breach at the time of acceptance of such License Fee or other sum.

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

10. LEGAL RELATIONS AND RESPONSIBILITIES.

10.1 Nature of Relationship. Licenser and Licensee understand and agree that the only relationship between them created by this Agreement and License is that of Licenser and

Licensee, and that this Agreement does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord/tenant or other relationship between Licensor and Licensee.

10.2 Compliance with Laws. Licensee shall keep itself fully informed of all existing and future Laws which in any manner affect the activities of Licensee under this Agreement, or the possession or use of the Premises by Licensee, and of all orders and decrees of any body or tribunal having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all existing and future Laws, and shall protect and indemnify, as required herein, Licensor and the Licensor Indemnitees against any claim or liability arising from or based on the violation of any Law, whether by Licensee or any person or entity holding under Licensee.

10.3 Nondiscrimination. At all times during its occupancy of the Premises and its activities under this Agreement, Licensee shall not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.

10.4 Representations and Warranties.

10.4.1 Licensor and Licensee each represent and warrant that:

(a) Each party has the power to enter into and perform this Agreement, and the execution of this Agreement has been duly authorized by all necessary corporate actions;

(b) No consent or approval of any other person or governmental authority is necessary for this Agreement to be effective; and

(c) The performance of the obligations set forth in this Agreement will not violate any Law or other applicable rule or regulation.

10.4.2 Licensee represents and warrants and it has the requisite expertise and resources to perform its obligations under the Agreement.

10.4.3 All warranties and representations made by each Party or on any certificate or other instrument delivered by either Party to evidence its compliance with any obligation under this Agreement will be considered to be relied upon by the other Party and will survive the performance of all obligations under the Agreement.

10.5 Acknowledgement of Licensor's Title. Licensee hereby acknowledges the title of Licensor in and to the Premises and Property, and Licensee hereby covenants and promises never to assail, contest or resist Licensor's title to the Premises.

10.6 Assignment. The License granted by this Agreement is personal to Licensee and any assignment of the License or the rights under this Agreement by Licensee, voluntarily or by operation of law, shall automatically terminate this Agreement and License, unless Licensee has obtained the prior written consent of Licensor, which may be withheld, in Licensor's sole and absolute discretion, for any reason or no reason at all.

10.7 Possessory Interest Taxation. A possessory interest subject to property taxation may be created by this Agreement and License. Licensor and Licensee understand and agree that, if such a possessory interest is created, Licensee shall be solely responsible for the payment of any and all property taxes levied on such interest, and that Licensor shall have no responsibility therefor.

10.8 Licensor's Reservations.

10.8.1 Licensor hereby reserves the right to grant easements, licenses and rights-of-way for poles or tower lines for transmission of electricity, and easements and rights-of-way for telephone, telegraph, gas, water, sewer and oil lines, for roads and highways, for telecommunications purposes, and for other similar uses over and across the Property and the Premises, at any location or locations within the Property or the Premises. In the event Licensee determines that the granting or exercise of any such easement, license or right-of-way significantly interferes with Licensee's possession or use of the Property or the Premises, Licensee's only remedy shall be to terminate this License and Agreement upon thirty (30) days' Notice to Licensor. Licensee shall not interfere with any easements, licenses or rights-of-way pertaining to or affecting the Property or the Premises.

10.8.2 Licensor hereby reserves the right to sell any portion of the Property or the Premises at any time. In the event of such sale, and notwithstanding any other provision of this Agreement, this License shall, upon a close of escrow or the conveyance of title, terminate as to those portions of the Property or the Premises sold, and Licensee shall release the same from the terms of this Agreement and License and from any encumbrance which results from this License. Licensor shall provide Licensee written notice within ten (10) days of when Property or the Premises has been declared surplus by the Licensor.

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

10.10 Surrender of Possession. At the expiration or termination of this Agreement, for any reason whatsoever, Licensee shall do all of the following:

10.10.1 Execute, acknowledge and deliver to Licensor a Quitclaim Deed conveying all rights, title and interest of Licensee to the Premises and to the Property.

10.10.2 Promptly quit and surrender the Premises and Property in a good state of repair, reasonable wear and tear accepted.

10.10.3 At its sole cost and expense, remove all Facilities and Equipment, and all other structures, equipment and personal property placed on the Premises by Licensee, and clear the Premises of all debris; and Licensee shall surrender the Premises to Licensor in good order and clean condition. In the event that Licensee fails, neglects or refuses to remove the Facilities and Equipment from the Premises within twenty (20) days from the expiration or termination of this Agreement, Licensor may, at its sole option, either (a) cause the Facilities and

Equipment to be removed and disposed of, with the cost thereof chargeable against and payable by Licensee; or (b) accept ownership of the Facilities and Equipment as abandoned by Licensee.

10.11 Limitation on Authority. The rights, powers and authority of each Party is subject to the following conditions and limitations:

10.11.1 Neither Party has the authority to perform any act on behalf of the other Party, except as expressly authorized in this Agreement or otherwise expressly authorized in writing between the Parties;

10.11.2 Without the approval of the other Party, neither Party may authorize or obligate the expenditure of any funds of, or create any liability or expense for, the other Party; and

10.11.3 Any amendment to this Agreement, or any other contract or obligation between the Parties, shall require the signature of authorized officers of both Parties.

10.12 No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of the Agreement on any persons other than the Parties and to their respective permitted transferees, successors, assigns, heirs, executors, administrators and personal representatives. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any Party, nor will any provision of this Agreement give any third person any right of subrogation or action over or against either Party to the Agreement. There are no third party beneficiaries to this Agreement.

10.13 Disputes. If any action is brought to interpret or enforce any term or provision of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all litigation costs incurred, including reasonable attorneys' fees, as determined by the Court.

11. NOTICES.

11.1 When Required. This Agreement requires that, where a Party gives "Notice" to the other Party, including specifically (but not by way of limitation) License Fee and other payments and notices of default or termination, the Notice must comply with the requirements of this Section.

11.2 Methods. Notice will be effective as follows:

11.2.1 When Notice is personally delivered to the recipient, Notice is effective upon delivery.

11.2.2 When Notice is mailed first-class postage prepaid, to the address of the recipient set forth in this Section 11, Notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

11.2.3 When Notice is provided by mailed certified mail, postage prepaid and return receipt requested, Notice is effective on receipt, if a confirm receipt confirms delivery.

11.2.4 When Notice is delivered by overnight delivery (e.g., Federal Express, Airborne, United Parcel Service, DHL Worldwide Express), with charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.

11.2.5 When Notice is sent by facsimile, Notice is effective on receipt, except that any Notice given by facsimile is deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day, provided that a duplicate copy of the Notice is promptly sent by first-class or certified mail or by overnight delivery, or the receiving party delivers a confirmation of receipt of the facsimile. Notice by facsimile is permissible only if all of the Parties and others to receive Notice are provided a facsimile number in accordance with this paragraph.

Any correctly addressed Notice that is refused, unclaimed or undeliverable because of an act or omission of the Party to be notified will be deemed effective as of the first date that Notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

11.3 Recipients. Notice shall be given to the Parties and their affiliates as follows:

If to Licensor: Vista Irrigation District
1391 Engineer Street
Vista, California 92081-8836
Telephone: (760) 597-3100
Fax: (760) 598-8757

If to Licensee: Cellco Partnerships,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

11.4 Change of Address. Either Party may change its address or facsimile number by giving the other Party Notice.

11.5 Other Communications. All communications for which Notice is not required, including those provisions permitting or requiring a Party to "approve," "advise," or "consent" may be given by facsimile or other electronic communication. In these circumstances only the contact person for each Party need receive the communication.

12. **MISCELLANEOUS.**

12.1 **Expenses.** Except as expressly provided in this Agreement, each Party shall pay its own expenses incident to the Agreement and the transactions contemplated, including all fees of counsel and accountants.

12.2 **Waiver.** One or more waivers of a term or condition in the Agreement by either Party will not be construed as a waiver of any right to enforce the same or different term or condition in the event of a future default. The delay or omission by either party to seek a remedy for any default of the Agreement or to exercise a right accruing to the Party with respect to the default shall not be construed as a waiver.

12.3 **Time is of the Essence.** Time is of the essence in respect to all of the provisions of the Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in the Agreement.

12.4 **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby. All prior or contemporaneous agreements, understandings, representations or statements, whether oral or written, and whether by a Party or a Party's legal counsel or representative, are merged into this Agreement. No modification, waiver, amendment, discharge or change of the Agreement will be valid unless it is in writing and signed by the Party against which the enforcement of the modification, waiver, amendment, discharge or change is or may be sought.

12.5 **Construction and Interpretation.** The Parties have participated fully in negotiating, preparing and drafting this Agreement, and the rule that an ambiguity in language is to be construed against the author will have no effect as to this Agreement. Section and paragraph headings are not to be considered a part of the Agreement and are included solely for convenience. Handwritten or typed words will have no greater weight than printed words. Unless the context otherwise requires, the plural and singular numbers will each be deemed to include the other; masculine, feminine and neuter genders will each be deemed to include the others; the terms "will," "will not," and "agrees" are mandatory, and "may" is permissive, the term "or" is not exclusive; the term "includes" and "including" are not limiting; and "days" means business days.

12.6 **Partial Invalidity.** If any term or condition contained in the Agreement becomes to any extent invalid or unenforceable, the remainder of the Agreement, or the application of the term or condition to persons or circumstances other than those with respect to which it is invalid or enforceable, will not be affected and every other term, provision and condition will be valid and enforceable to the fullest extent permitted by law.

12.7 **Facsimile Signature.** The Parties agree that the Agreement, ancillary agreements and related documents will be considered signed when the signature of a Party is delivered by facsimile transmission. This facsimile signature will be treated in all respects as having the same effect as an original signature.

12.8 **Miscellaneous Provisions.** This Agreement:

12.8.1 Shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective legal representatives, successors or assigns;

12.8.2 May be executed in any number of counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

12.8.3 Shall be construed and enforced in accordance with the laws of the State of California; and

12.8.4 Except as otherwise expressly provided, has been entered into the County of San Diego, California, as of the Effective Date.

LICENSOR:

VISTA IRRIGATION DISTRICT, a governmental agency

By: _____
Printed Name: Brett Hodgkiss
Title: General Manager

LICENSEE:

By: _____
Printed Name:
Title: _____

EXHIBIT "A"

Real Property Legal Description

Site Address at 1122 Cabrillo Circle, Vista, CA 92084, APN 173-371-08-00

The land referred to herein is situated in the State of California, County of San Diego, and described as follows:

Lot "B" of Mull Estates, in the City of Vista, County of San Diego, State of California, according to map thereof no. 2185, filed in the Office of the County Recorder of San Diego County, July 2, 1930.

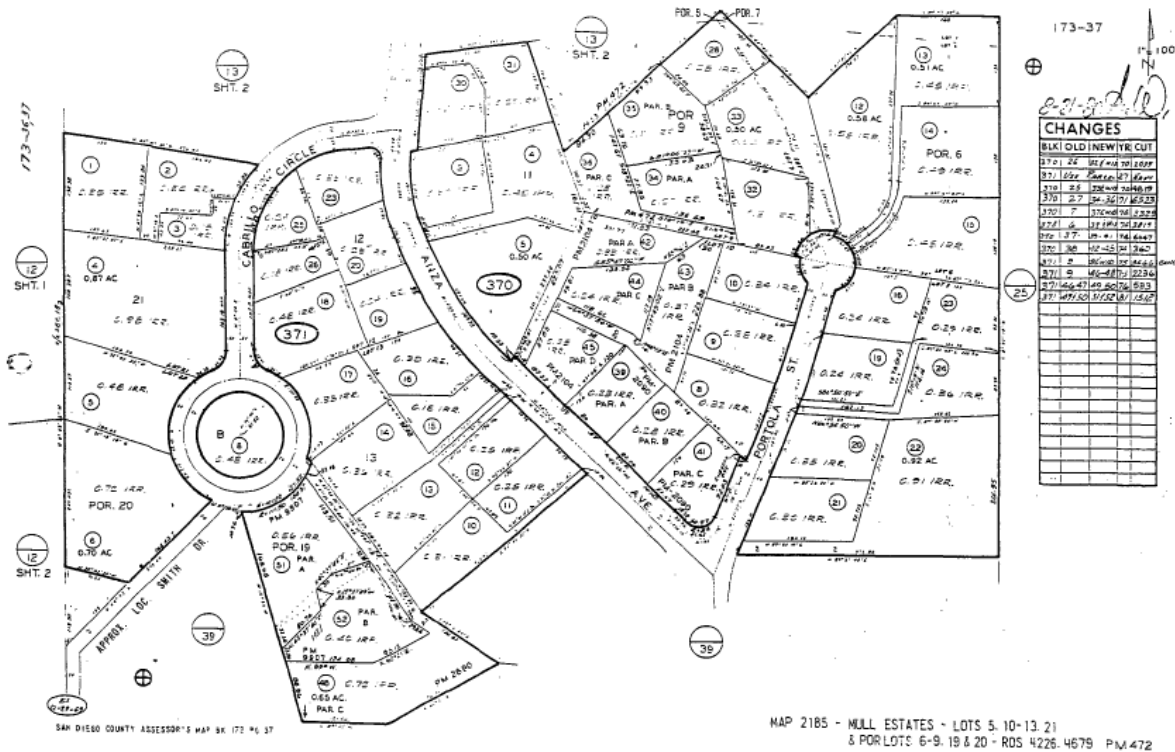


Exhibit “B”
Description of the Premises

Vista Irrigation District Potable Drinking Water Reservoir property with access easement road for utility, irrigation, and communication purposes.

Exhibit “C”
Description of Facilities and Equipment

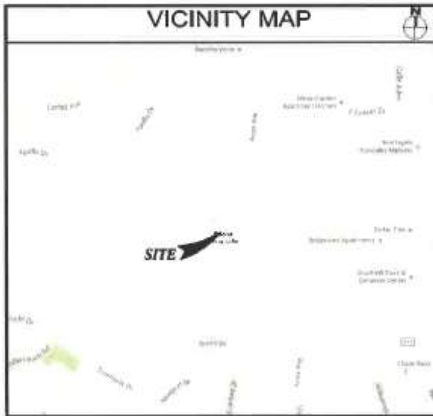
Attached drawing submittal – Drawing date 03/26/2018



EAST VISTA (PCS/AWS-3/ 850 LTE ADD) 1124 CABRILLO CIRCLE VISTA, CALIFORNIA 92084

SPECIAL INSPECTIONS

1. CONCRETE	12.1 VERIFY SOIL CONDITIONS ARE SUBSTANTIALLY IN CONFORMANCE WITH THE SOIL INVESTIGATION REPORT
2. REIN. INSTALLED IN CONCRETE	12.2 VERIFY THAT FOUNDATION EXCAVATIONS EXTEND TO PROPER DEPTH AND BEARING STRATA
3. CONCRETE MOMENT-RESISTING SPACE FRAME	12.3 PROVIDE SOIL COMPACTION TEST RESULTS, QUANTITY OF FILL, RELATIVE DENSITY, BEARING VALUES
4. REINFORCED STEEL AND PRESTRESSING STEEL	12.4 PROVIDE SOIL EXPANSION TEST RESULTS, EXPANSION INDEX, ALLOTTMENTS FOR FOUNDATIONS, DESIGN FLOOR SLAB SECTIONS FOR EACH BUILDING SITE
5. ALL STRUCTURAL WELDING	13. HIGH-STRENGTH BOLTING
6. WELD TENSILE BUSTLE WAREHOUSE-RESISTING STEEL FRAME	7. CORROSION PROTECTION
7. WELDING REINFORCING STEEL	8. REINFORCED CRYSTALLINE CONCRETE
8. HIGH-STRENGTH BOLTING	9. REINFORCED CONCRETE FILL
9. CORROSION PROTECTION	10. STRAIN-APPLIED PRESTRESSING
10. REINFORCED CRYSTALLINE CONCRETE	11. DEEP FOUNDATIONS (PILE, SHIELD & CAissons)
11. STRAIN-APPLIED PRESTRESSING	12. SHIELDING
12. DEEP FOUNDATIONS (PILE, SHIELD & CAissons)	
13. SHIELDING	



CONSULTANT TEAM

CLIENTS REPRESENTATIVE:
TAGG
3851 CAMINO DEL RIO SOUTH, SUITE 300
SAN DIEGO, CALIFORNIA 92108
PHONE: (619) 867-1277
CONTACT: JO ANN STODOLSKA

ARCHITECT:
JEFFREY ROME & ASSOCIATES
171 INNOVATION DRIVE
SUITE 100
PACIFIC CALIFORNIA 92017
PHONE: (949) 760-3929
FAX: (949) 760-3921
CONTACT: JEFFREY ROME

STRUCTURAL:
TNO

LEGAL DESCRIPTION

LOT B OF MULL ESTATES, IN THE CITY OF VISTA, STATE OF CALIFORNIA, ACCORDING TO MAPS THEREOF NO. 2185, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 2, 1930.

DEVELOPMENT SUMMARY

APPLICANT: VERIZON WIRELESS
15005 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

LAND OWNER: VISTA IRREGULAR DISTRICT
1391 ENGINEER STREET
VISTA, CALIFORNIA 92083

EXISTING USE: TELECOMMUNICATION FACILITY (UNMANNED)
PROPOSED USE: TELECOMMUNICATION FACILITY (UNMANNED)

OTHER ON-SITE TELECOM FACILITIES: YES
ASSESSORS PARCEL NUMBER: 173-371-00
EXISTING ZONING: R-2
EXISTING PROJECT AREA: 179 SQ. FT. SHELTER
EXISTING TYPE OF CONSTRUCTION: V-NR
PROPOSED TYPE OF CONSTRUCTION: V-NR
EXISTING OCCUPANCY: GROUP U
PROPOSED OCCUPANCY: GROUP U
CITY OF VISTA

PROJECT DESCRIPTION

VERIZON WIRELESS PROPOSES TO MODIFY AN UNOCCUPIED TELECOMMUNICATIONS FACILITY. THIS IS A NONPROMOTIONAL PROJECT.

- ADD TO MODIFY (C) SLAB-LAND PILE.
- INSTALL (N) (5) ANTENNAS TO REPLACE (E) (3) ANTENNAS.
- REMOVE (E) (3) RAFTS IN (C) SHELTER.
- INSTALL (N) (12) BRIDS IN (C) SHELTER.
- INSTALL (N) (3) COMBINEERS IN (C) SHELTER.
- INSTALL (N) (24) COAXIAL CABLES.

TOTALS AT THE END OF THE MODIFICATION:
(5) NEW ANTENNAS
(12) NEW BRIDS

SHEET INDEX

T-1	TITLE SHEET
T-2	SPECIFICATIONS AND NOTES
T-3	APPROVAL NOTES (PENDING)
A-1	SITE PLAN
A-2	ELEVATIONS
A-2.1	ELEVATIONS
A-3	ANTENNA PLANS
A-4	DETAILS
A-5	DETAILS
A-6	COAX & GROUNDING SYSTEM SCHEMATIC, AND GROUNDING DETAILS

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

- CALIFORNIA FIRE CODE, 2016 EDITION
- CALIFORNIA BUILDING CODE, 2016 EDITION
- CALIFORNIA PLUMBING CODE, 2016 EDITION
- CALIFORNIA MECHANICAL CODE, 2016 EDITION
- CALIFORNIA ELECTRICAL CODE, 2016 EDITION
- CALIFORNIA GREEN BUILDING CODE, 2016 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

NOTES

THE PROPOSED WIRELESS FACILITY COMPLIES WITH FEDERAL STANDARDS FOR RADIO FREQUENCIES IN ACCORDANCE WITH THE TELECOMMUNICATIONS ACT OF 1996 AND SUBSEQUENT AMENDMENTS AND ANY OTHER REQUIREMENTS IMPOSED BY THE STATE OR FEDERAL REGULATORY AGENCIES.

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DIMENSIONS ARE PRINTED IN A 24"x36" FORMAT. IF THIS DRAWING SET IS NOT 24"x36", THIS SET IS NOT TO SCALE.



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

PREPARED FOR
verizon
15005 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618



APPROVALS

EMMANUEL FIGUEROA	05/26/16
90K CDS	DATE
EMMANUEL FIGUEROA	03/24/18
100K CDS	DATE
100K CDS WITH STRUCTURALS	DATE

SITE NAME
EAST VISTA
(PCS/AWS-3/850 LTE ADD)
1124 CABRILLO CIRCLE
VISTA, CALIFORNIA 92084

DRAWING DATES

05/26/16	90K CDS (P1-B1)
08/29/16	PRELIM CDS (P1-B2)
04/03/17	REDESIGN (P1-B3)
07/03/18	PRELIM CDS (P1-B4)
03/26/18	100K CDS (P1-B5)

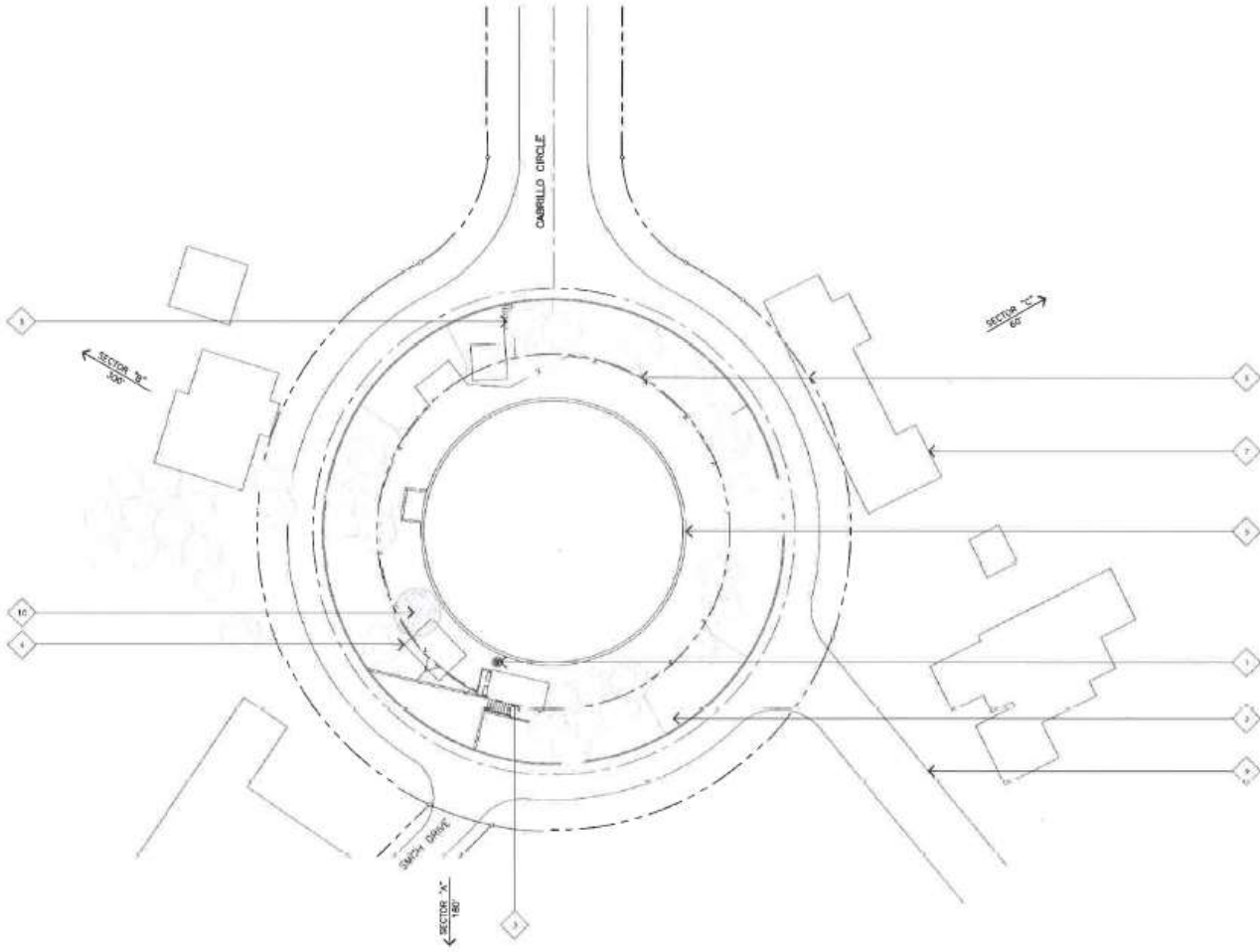
SHEET TITLE

TITLE SHEET

T-1

SITE PLAN KEYNOTES

- 1 (N) NEW ANTENNAS MOUNTED IN (N) 40' SLIM-LINE POLE
- 2 (C) SLOPED EMBANKMENT
- 3 (E) NEW EQUIPMENT SHELTER
- 4 (C) OTHER EXISTING EQUIPMENT SHELTER
- 5 (T) WATER TANK
- 6 (C) PROPERTY LINE
- 7 (B) BUILDING
- 8 (T) TREE
- 9 (R) PRIVATE ROADWAY
- 10 (E) OTHER EXISTING MONOROADWAY WITH ANTENNAS



ODAX SCHEDULE		
SECTION	ACRUMIN	LENGTH
A	180'	80'
B	300'	80'
C	80'	80'

- NOTE:**
- INTEGRATE ALL (N) INSTALLATIONS WITH (E) EQUIPMENT.
 - THE LOCATION OF THE (C) EQUIPMENT AVAILABILITY AND SPACE SHOULD BE VERIFIED BY THE GC BEFORE INSTALLATION.
 - (N) ANTENNAS, RR'S AND ANYDAPS WILL BE PAINTED TO MATCH (E) MONOROAD.

SITE PLAN

SCALE: 1"=20'



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 15005 SAND CANYON AVENUE
 IRVINE, CALIFORNIA 92618



APPROVALS

EMANUEL RIVERA	05/28/18
SOR CDS	DATE
EMANUEL RIVERA	03/26/18
100% CDS	DATE
100% CDS WITH STRUCTURALS	DATE

SITE NAME
EAST VISTA
 (PCS/AWS-3/850 LTE ADD)
 1124 CABRILLO CIRCLE
 VISTA, CALIFORNIA 92084

DRAWING DATES

05/28/18	SOR CDS (P1-B1)
08/29/18	PRELIM CDS (P1-B2)
09/03/17	PROVISION (P1-B3)
01/03/18	PRELIM CDS (P1-B4)
03/26/18	100% CDS (P1-B5)

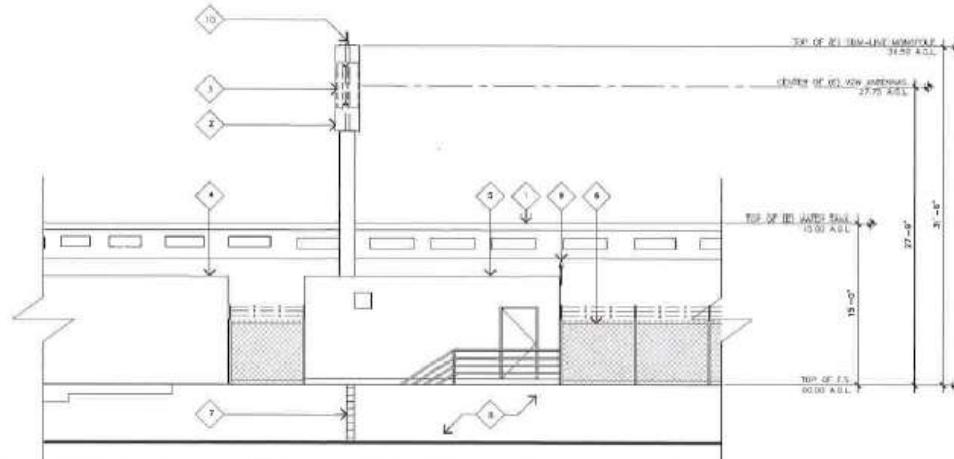
SHEET TITLE
SITE PLAN

A-1

FILE: 038 - HALLWAY - 102384

ELEVATION KEYNOTES

- 1 (C) WATER TANK
- 2 (C) ATC SLIM-LINE POLE
- 3 (E) V2W ANTENNAS TO BE REMOVED
- 4 (E) OTHER CARRIER EQUIPMENT SHELTER
- 5 (E) V2W EQUIPMENT SHELTER
- 6 (C) FENCE
- 7 (C) RETAINING WALL
- 8 (C) SLOPED EMBANKMENT
- 9 (C) V2W GPS ANTENNA
- 10 (E) V2W LIGHTNING ROD

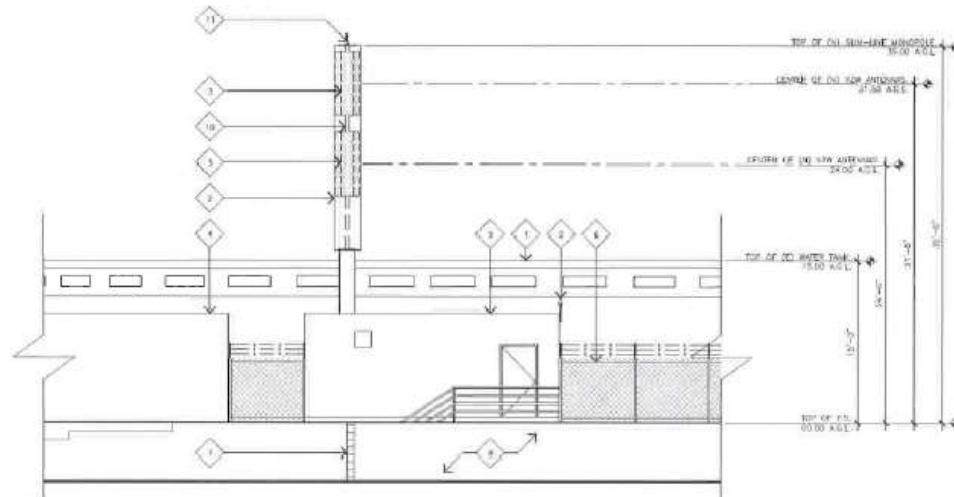


EXISTING SOUTH ELEVATION

SCALE: 3/16"=1'-0" 0 3' 6' 2

ELEVATION KEYNOTES

- 1 (C) WATER TANK
- 2 (C) ATC SLIM-LINE POLE TO BE MODIFIED BY ATC
- 3 (H) V2W ANTENNAS MOUNTED BEHIND (H) FRP RADOME
- 4 (C) OTHER CARRIER EQUIPMENT SHELTER
- 5 (E) V2W EQUIPMENT SHELTER
- 6 (C) FENCE
- 7 (C) RETAINING WALL
- 8 (C) SLOPED EMBANKMENT
- 9 (E) V2W GPS ANTENNA
- 10 (H) V2W STANDARD STEEL PIPE
- 11 (C) V2W RELOCATED LIGHTNING ROD



PROPOSED SOUTH ELEVATION

SCALE: 3/16"=1'-0" 0 3' 6' 1

- NOTE:**
- (H) ANTENNAS WILL BE WRAPPED IN ANTENNA SCREWS AND JOINTS/RAILS WILL BE WRAPPED AROUND ANTENNAS AND PAINTED TO THE SAME COLOR AS THE FENCE.
 - (H) BRIS'S AND RAYGAPS NEAR ANTENNAS WILL BE PAINTED TO MATCH (H) V2W MONODADLEAF.



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PREPARED FOR
verizon
15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618



APPROVALS

EMMANUEL TELESCA	05/24/18
90% CDS	DATE
EMMANUEL TELESCA	03/29/18
100% CDS	DATE
100% CDS WITH STRUCTURALS	DATE

SITE NAME
EAST VISTA
(PCS/AWS-3/850 LTE ADD)
1124 CHARLIE CIRCLE
VISTA, CALIFORNIA 92084

DRAWING DATES

02/26/16	90% CDS (P1-B1)
08/29/16	PRELIM CDS (P1-B2)
04/03/17	REVISION (P1-B3)
01/03/18	PRELIM CDS (P1-B4)
03/26/18	100% CDS (P1-B5)

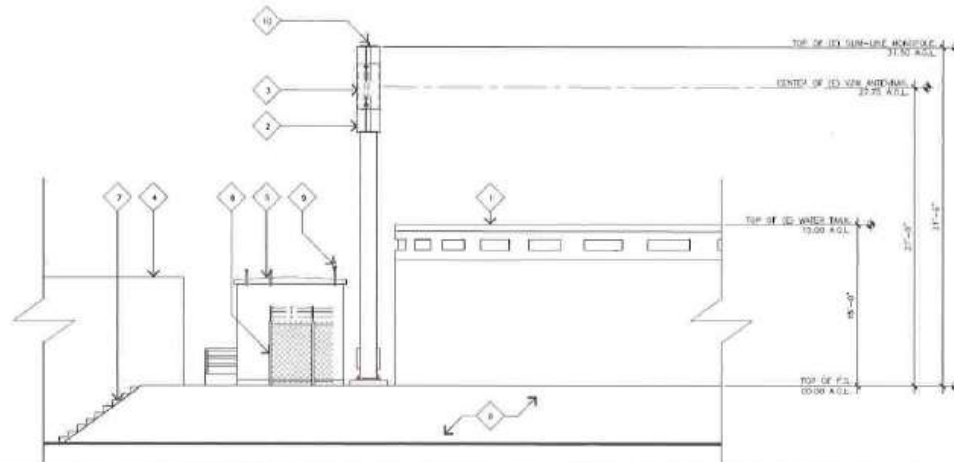
SHEET TITLE
ELEVATIONS

A-2

DWG. JOB NUMBER: 160398

ELEVATION KEYNOTES

- 1 (E) WATER TANK
- 2 (E) ATC SLIM-LINE POLE
- 3 (E) VZW ANTENNAS TO BE REMOVED
- 4 (E) RESIDENCE (BEYOND)
- 5 (E) VZW EQUIPMENT SHELTER
- 6 (E) FENCE
- 7 (E) RETAINING WALL
- 8 (E) SLOPED EMBANKMENT
- 9 (E) VZW GPS ANTENNA
- 10 (E) VZW LIGHTNING ROD



NOTE

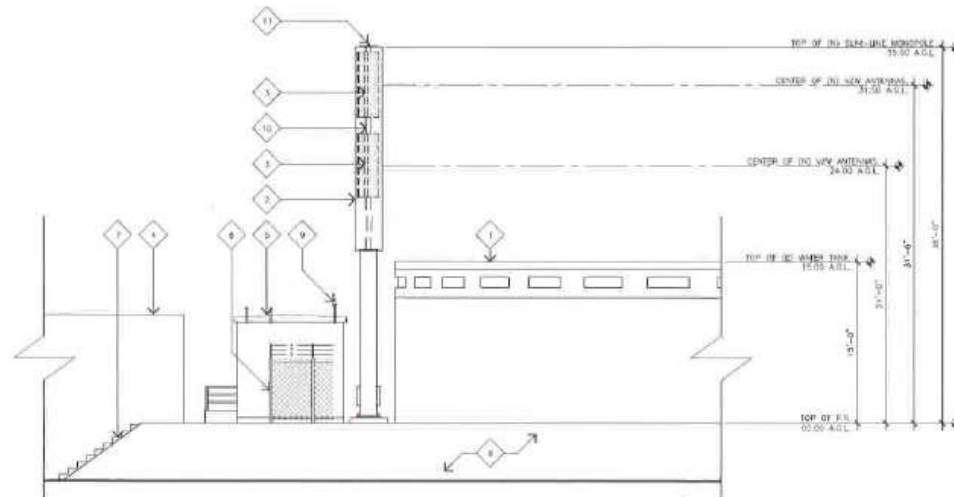
1. (H) ANTENNAS WILL BE WRAPPED IN ANTENNA SCREWS AND ADDITIONAL SOLAR WILL BE WRAPPED AROUND ANTENNAS AND PAINTED TO THE SAME COLOR AS THE FOLIAE.
2. (H) BRICKS AND BRICKWORK NEAR ANTENNAS WILL BE PAINTED TO MATCH (H) VZW MONOBOARDLET.

EXISTING EAST ELEVATION

SCALE: 3/16"=1'-0" 0 3 6 **2**

ELEVATION KEYNOTES

- 1 (E) WATER TANK
- 2 (E) ATC SLIM-LINE POLE TO BE MODIFIED BY ATC
- 3 (E) VZW ANTENNAS MOUNTED BEHIND (H) FWP RAADOME
- 4 (E) RESIDENCE (BEYOND)
- 5 (E) VZW EQUIPMENT SHELTER
- 6 (E) FENCE
- 7 (E) RETAINING WALL
- 8 (E) SLOPED EMBANKMENT
- 9 (E) VZW GPS ANTENNA
- 10 (E) VZW STANDARD STEEL PIPE
- 11 (E) VZW RELOCATED LIGHTNING ROD



PROPOSED EAST ELEVATION

SCALE: 3/16"=1'-0" 0 3 6 **1**

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 131 Innovation Drive, Suite 100
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 Tel 949.760.2925 | Fax 949.760.3523

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verizon
 1520 SAND CANYON AVENUE
 IRVINE, CALIFORNIA 92618



APPROVALS

EMMANUEL RODRIGUEZ	05/26/18
DATE	
EMMANUEL RODRIGUEZ	05/26/18
DATE	
100% CDS WITH STRUCTURALS	DATE

SITE NAME
EAST VISTA
(PCS/AWS-3/850 LTE ADD)
 5124 CADBELD CIRCLE
 VISTA, CALIFORNIA 92084

DRAWING DATES

05/28/16	90% CDS (P1-B1)
08/23/16	PRELIM CDS (P1-B2)
04/02/17	REDESIGN (P1-B3)
01/03/18	PRELIM CDS (P1-B4)
03/26/18	100% CDS (P1-B5)

SHEET TITLE
ELEVATIONS

A-2.1

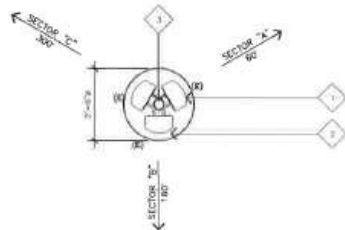
JWA JOB NUMBER: 140368

EXISTING ANTENNA PLAN KEYNOTES

- 1 (E) VZW ANTENNAS TO BE REPLACED (3 TOTAL)
- 2 (E) RADOME TO BE REPLACED
- 3 (E) STEEL PIPE

LEGEND

(E) EXISTING



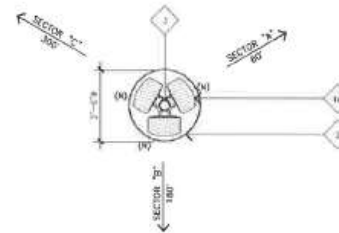
(E) VZW ANTENNAS AT RAD CENTER 27'-9"

PROPOSED ANTENNA PLAN KEYNOTES

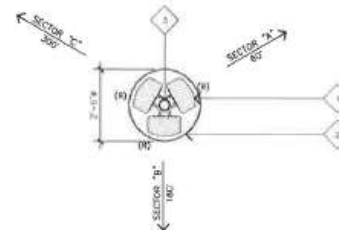
- 1 (N) VZW ANTENNA TO REPLACE (E) ANTENNA MOUNTED IN ATC SUN-LINE POLE (3 TOTAL); SEE DETAILS 1/A-4, 2/A-4 AND 1/A-5.
- 1A (N) VZW ANTENNA MOUNTED IN ATC SUN-LINE POLE (3 TOTAL); SEE DETAILS 1/A-4, 2/A-4 AND 1/A-5.
- 2 (N) VZW RADOME TO REPLACE (E) RADOME; SEE DETAIL 1/A-5.
- 3 (N) VZW STANDARD STEEL PIPE

LEGEND

(N) NEW
(R) REPLACE



(N) VZW ANTENNAS AT RAD CENTER 31'-6"



(N) VZW ANTENNAS AT RAD CENTER 24'-0"

NOTE:

1 (N) RADOME SHALL BE PAINTED TO MATCH (E) SUN-LINE MONOPOLE.

EXISTING ANTENNA PLAN

2

PROPOSED ANTENNA PLAN

SCALE:
1/2"=1'-0"



1



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STRUCTURE ENGINEERS
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verizon
1535 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618



APPROVALS

EMANUEL PEDRONA	05/26/16
DATE	
EMANUEL PEDRONA	03/26/16
DATE	
100% CDS WITH STRUCTURALS	DATE

SITE NAME:

EAST VISTA
(PCS/AWS-3/B50 LTE ADD)
1124 CARMELLO CIRCLE
VISTA, CALIFORNIA 92084

DRAWING DATES

05/26/16	BOX CDS (P1-B1)
08/26/16	PRELIM CDS (P1-B2)
04/03/17	REDESIGN (P1-B3)
01/03/18	PRELIM CDS (P1-B4)
03/26/18	100% CDS (P1-B5)

SHEET TITLE

ANTENNA PLANS

A-3

204 / JOB NUMBER: 150286

RAYCAP RCMD 6627-PF-48

COLOR: GRAY
 DIMENSIONS, HxWxD: 28.93"x15.73"x10.3"
 WEIGHT: 32.0 lbs

FRONT SIDE TOP

RAYCAP SPECIFICATIONS SCALE: NONE 6

COMMSCOPE JAHH-65B-R3B

ANTENNA MATERIAL: GRP
 ANTENNA COLOR: LIGHT GRAY
 DIMENSIONS, HxWxD: 73"x13.8"x8.2"
 WEIGHT: 60.6 lbs

WIND LOAD: FRONTAL: 748.0 N @ 150 km/h
 LATERAL: 243.0 N @ 150 km/h
 REAR: 776.0 N @ 150 km/h

RF CONNECTOR INTERFACE: 6-pin DIN FEMALE/8-pin DIN MALE
 RF CONNECTOR LOCATION: BOTTOM

FRONT SIDE BOTTOM

NOT USED SCALE: NONE 4

(N) ANTENNA SPECIFICATIONS SCALE: NONE 2

RRU

DIMENSIONS, HxWxD: 28.00"x19.0"x14.0"
 WEIGHT: 105.00 LBS

FRONT SIDE TOP

NOT USED SCALE: NONE 5

RRUS SPECIFICATIONS SCALE: NONE 3

ANTENNA MOUNTING DETAIL SCALE: NONE 1

NOTES:
 1. SEE ANTENNA MANUFACTURER SPEC. FOR COMPLETE ANTENNA AND BRACKET SPECIFICATIONS.
 2. GENERAL CONTRACTOR TO CONFIRM (N) ANTENNAS WILL FIT IN 30\"/>

Jeffrey Rome | ASSOCIATES
 architecture | telecommunications
 131 Innovation Drive, Suite 109
 Irvine, California 92617
 tel: 949.760.2510 | fax: 949.760.2931

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY OF JRA. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE PROJECT WHEREON IT IS STRICTLY PROHIBITED.

PREPARED FOR
verizon
 15500 SAND CANYON AVENUE
 IRVINE, CALIFORNIA 92618

APPROVALS
 EMMANUEL FIGUEROA 03/26/18
 90K CDS DATE
 EMMANUEL FIGUEROA 03/26/18
 100K CDS DATE
 100K CDS WITH STRUCTURALS DATE

SITE NAME
EAST VISTA
 (PCS/AWS-3/850 LTE ADD)
 1124 CARRELLO CIRCLE
 VISTA, CALIFORNIA 92084

DRAWING DATES
 03/28/18 90K CDS (P1-B1)
 08/29/18 PRELIM CDS (P1-B2)
 04/03/17 PRELIM CDS (P1-B3)
 01/03/18 PRELIM CDS (P1-B4)
 03/26/18 100K CDS (P1-B5)

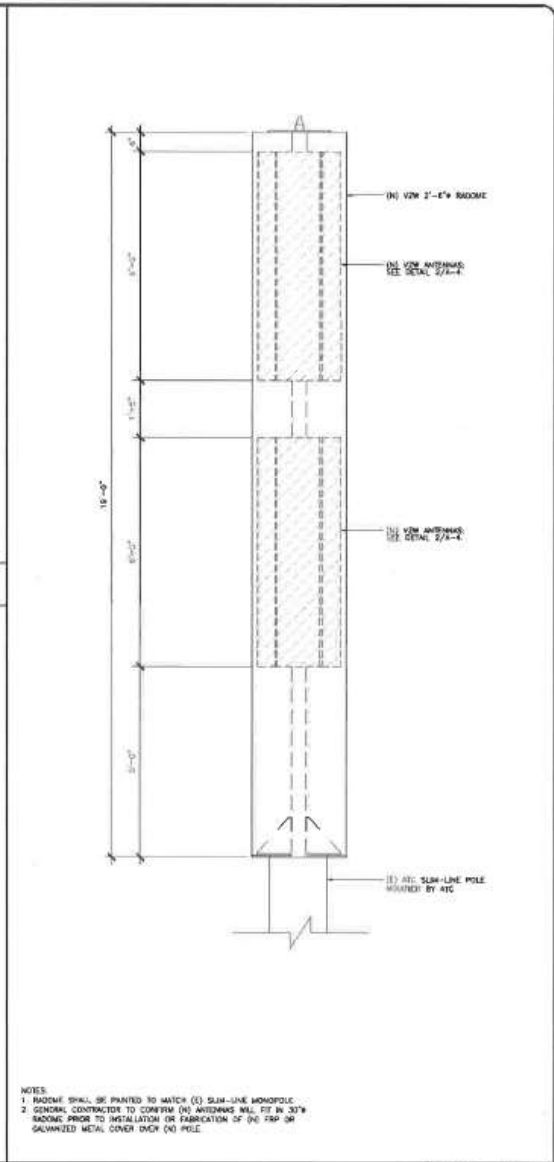
SHEET TITLE
DETAILS

A-4

JRA JOB NUMBER: 160388

NOT USED		SCALE: NONE	5	NOT USED		SCALE: NONE	3
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NOT USED		SCALE: NONE	4	NOT USED		SCALE: NONE	2
----------	--	----------------	---	----------	--	----------------	---



Jeffrey Rome | ASSOCIATES

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15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618



APPROVALS
EMMANUEL FIDUCIOA 05/26/18
100% CDS DATE
EMMANUEL FIDUCIOA 03/26/18
100% CDS DATE
100% CDS WITH STRUCTURALS DATE

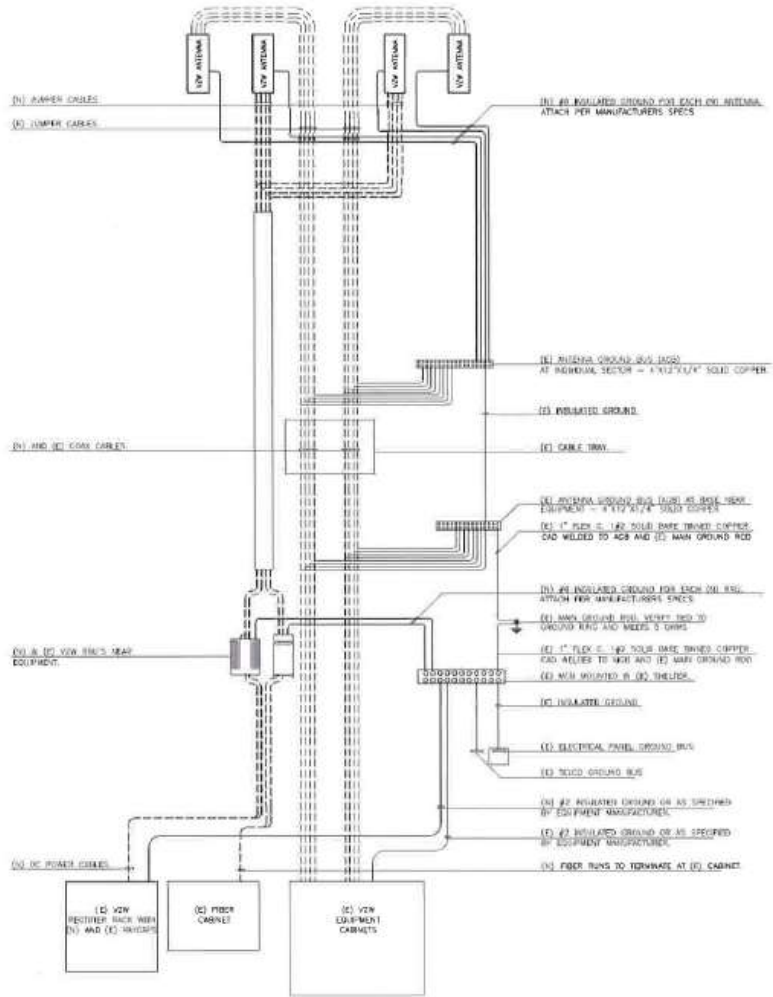
SITE NAME
EAST VISTA
(PCS/AWS-3/850 LTE ADD)
1134 CARMELLO CIRCLE
VISTA, CALIFORNIA 92084

DRAWING DATES
02/26/18 100% CDS (P1-B1)
08/28/18 PRELIM CDS (P1-B2)
04/03/17 REVISION (P1-B3)
07/03/18 PRELIM CDS (P1-B4)
03/26/18 100% CDS (P1-B5)

SHEET TITLE
DETAILS

A-5

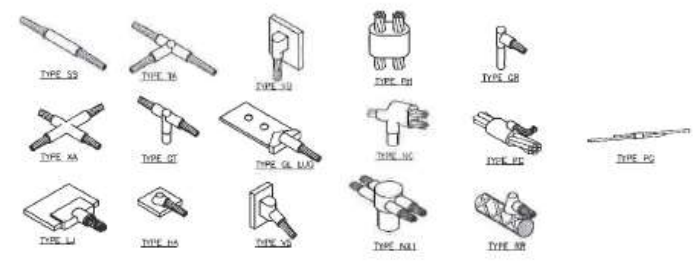
JRM J20 MARCH 10/2018



- GENERAL NOTES:**
1. SOURCE GROUND CONNECTIONS
 2. FOLLOW COAXIAL CABLE MANUFACTURERS RECOMMENDATIONS (TYPICAL)
 3. ALL INSULATED GROUND WIRES TO BE STRANDED, AND WIRE UNLESS NOTED OTHERWISE
 4. THIS IS TYPICAL FOR ONE SECTOR OF ANTENNAS. SEE PLANS FOR NUMBER OF SECTORS
 5. NUMBER OF COAX IS DIAGNOSTIC

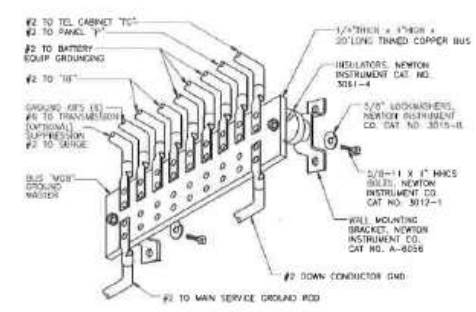
COAX & GROUNDING SYSTEM SCHEMATIC

SCALE:	4
NONE	



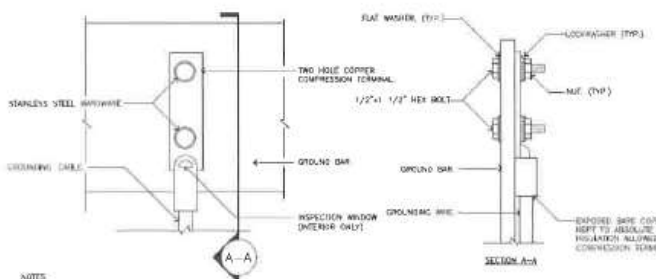
TYPICAL CADWELD TYPES

SCALE:	3
NONE	



MASTER GROUND BUS

SCALE:	2
NONE	



- NOTES:**
1. "TOUCHING UP" OR "STITCHING" OF CONNECTIONS IS NOT PERMITTED
 2. OTHER NUMBERING SCHEMATIC TO BE USED AT ALL LOCATIONS AND TO BE APPLIED PRIOR TO ADDING HARDWARE

TYPICAL GROUND BAR CONNECTION

SCALE:	1
NONE	

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH IS RELATED TO VERIZON WIRELESS IS STRICTLY PROHIBITED.



APPROVALS

EMMANUEL FOUCRA	05/28/16
SEW COS	DATE
EMMANUEL FOUCRA	03/24/16
100K COS	DATE
100K COS WITH STRUCTURALS	DATE

SITE NAME
EAST VISTA
 (PCS/AWS-3/850 LTE ADD)
 1124 CARRELL CIRCLE
 VISTA, CALIFORNIA 92084

DRAWING DATES

08/28/14	50K COS (P1-B1)
08/29/14	PRELIM COS (P1-B2)
04/03/15	REVISION (P1-B3)
01/03/16	PRELIM COS (P1-B4)
03/26/16	100K COS (P1-B5)

SHEET TITLE
 COAX & GROUNDING SYSTEM SCHEMATIC, GROUNDING DETAILS

A-6



STAFF REPORT

Board Meeting Date: February 17, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS ELECTION, SOUTHERN NETWORK, SEAT A

RECOMMENDATION: Adopt Resolution No. 21-XX nominating Jo MacKenzie to the California Special Districts Association Board of Directors for the Southern Network, Seat A.

PRIOR BOARD ACTION:

- 03/07/2018 Adopted resolution nominating Jo MacKenzie in the California Special Districts Association (CSDA) Board of Directors election.
- 07/05/2018 Cast its vote for Jo MacKenzie for the Southern Region, Seat A in the CSDA Board of Directors election.

FISCAL IMPACT: Undetermined amount for expenses should Director MacKenzie be re-elected to the CSDA Board of Directors.

SUMMARY: CSDA's primary function is to represent all of California's special districts, in particular before the Legislature and the State Administration. CSDA has six geographical networks and each has three seats on the Board with staggered three-year terms. Director MacKenzie currently serves on the CSDA Board of Directors in Seat A of the Southern Network. With her term expiring this year, she has indicated a desire to continue to serve on the CSDA Board of Directors.

DETAILED REPORT: Any regular CSDA member independent special district is eligible to nominate one person, a board member or managerial employee, for election to the CSDA Board. Nomination must be accompanied by the corresponding minute order or resolution and must be received by CSDA by March 29, 2021. CSDA will email ballots on May 28, 2021 (or paper ballots may be requested by March 29); completed ballots must be received by CSDA by July 16, 2021. Successful candidates will be notified no later than July 20, 2021; all selected board members will be introduced at the CSDA Annual Conference scheduled for August 2021.

ATTACHMENTS:

- Draft resolution
- CSDA Board of Directors Call for Nominations packet

RESOLUTION NO. 21-xx

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE VISTA IRRIGATION DISTRICT
NOMINATING JO MACKENZIE
TO THE CSDA BOARD OF DIRECTORS

WHEREAS, the Vista Irrigation District is a member district of the California Special Districts Association (CSDA); and

WHEREAS, Jo MacKenzie began her tenure with the Vista Irrigation District in December, 1992; and

WHEREAS, the VID Board has been very appreciative of Jo's on-going commitment to representing the views of all of the San Diego County CSDA member agencies at the State CSDA meetings and wishes to support her continued involvement with CSDA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does place its full and unreserved support in the nomination of Jo MacKenzie to represent the Southern Network, Seat A, on the CSDA Board of Directors; and

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to CSDA, 1112 I Street, Suite 200, Sacramento, California, 95814, forthwith.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors for the Vista Irrigation District this 17th day of February 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Patrick H. Sanchez, President

ATTEST:

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



**California Special
Districts Association**

Districts Stronger Together

DATE: January 28, 2021

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2022 - 2024 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 29, 2021. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021. The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat A – Ralph Emerson, GM, Garberville Sanitary District*
Sierra Network Seat A – Noelle Mattock, Director, El Dorado Hills Community Services District*
Bay Area Network Seat A – Chad Davisson, GM, Ironhouse Sanitary District*
Central Network Seat A – Vacant
Coastal Network Seat A – Elaine Magner, Director, Pleasant Valley Recreation and Park District*
Southern Network Seat A – Jo MacKenzie, Director, Vista Irrigation District*

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district May 28, 2021.* All votes must be received through the system no later than 5:00 p.m. July 16, 2021.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by **March 29, 2021** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on May 28, 2021 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 16, 2021.

The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

(* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at amberp@csda.net.



**California Special
Districts Association**
Districts Stronger Together

2021 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021



**California Special
Districts Association**
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



California Special Districts Association

DISTRICT NETWORKS





Agenda Item: 12

STAFF REPORT

Board Meeting Date: February 17, 2021
Prepared By: Brett Hodgkiss

SUBJECT: MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

SUMMARY: Informational report by staff and directors concerning the San Diego County Water Authority. No action will be required.



STAFF REPORT

Agenda Item: 13.A

Board Meeting Date: February 17, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

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



STAFF REPORT

Agenda Item: 13.B

Board Meeting Date: February 17, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

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

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1	Urban Water Spring 2021 Virtual Conference (Urban Water Institute) <i>Feb. 17-18, 2021; Start times: Feb. 17 at 1:00 p.m., Feb. 18 at 12:30 p.m.</i> <i>Registration deadline: Closed</i>	MacKenzie (R) Vásquez (R)
2	Joint DWR-State Water Board General SGMA Webinar On Groundwater Sustainability Planning <i>Feb. 18, 2021; 10:30 a.m.–12:00 p.m.</i> <i>Registration deadline: Advance registration required</i>	Dorey ◊
3	CSDA Quarterly Meeting (virtual via Zoom) <i>Feb. 18, 2021, 5:30 p.m.</i> <i>Registration deadline: None</i>	MacKenzie ◊
4	Completing Your Form 700 & Spotting Potential Conflicts of Interest (CSDA Webinar) <i>Feb. 22, 2021, 1:00–2:30 p.m.</i> <i>Registration deadline: None</i>	
5	The Future of Water (Groundwater Resources Association) <i>Feb. 23-24, 2021, 8:30 a.m.–1:00 p.m. Virtual event</i> <i>Registration deadline: 2/20/21</i>	Vásquez (R)
6	ACWA DC 2021 (Virtual) <i>Feb. 24, 2021, 9:00 a.m.–12:00 p.m.</i> <i>Registration deadline: 2/19/21</i>	
7	Board Member Best Practices (CSDA Virtual Workshop) <i>Mar. 2, 2021, 9:00 a.m.–12:00 p.m.</i> <i>Registration deadline: None</i>	
8	Building the Board Chair & Manager Connection (CSDA 2-day Virtual Workshop) <i>Mar. 8 and 15, 2021, 9:00 a.m.–12:00 p.m.</i> <i>Registration deadline: None</i>	
9	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Mar. 10, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
10	ACWA Congressional Staff Panel (Webinar) <i>Mar. 17, 2021, 10:00 a.m.–11:00 a.m.</i> <i>Registration deadline: TBD</i>	
11	ACWA Regulatory Landscape (Webinar) <i>Mar. 24, 2021, 10:00 a.m.–11:00 a.m.</i> <i>Registration deadline: TBD</i>	
12	Groundwater Law and Legislation (Groundwater Resources Association) <i>Mar. 24, 2021, 9 a.m.–4:00 p.m.</i> <i>Registration deadline: 3/22/21</i>	
13	ACWA First 100 Days Outlook of the Biden Administration (Webinar) <i>Mar. 31, 2021, 10:00 a.m.–11:00 a.m.</i> <i>Registration deadline: TBD</i>	

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
14	Is Your District Recession Ready? (CSDA Webinar) <i>Apr.1, 2021, 10:00 a.m.–12:00 p.m.</i> <i>Registration deadline: None</i>	
15	Lessons Learned from 2020 and How They Will Impact Litigation for Years to Come (CSDA Webinar) <i>Apr.6, 2021, 10:00–11:30 a.m.</i> <i>Registration deadline: None</i>	
16	Rate Setting Under Propositions 218 & 26 (CSDA Two-day Virtual Workshop) <i>Apr.14 and 15, 2021, 9:00 a.m.–12:00 p.m. each day</i> <i>Registration deadline: None</i>	
17	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Apr. 14, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
18	Council of Water Utilities Meeting <i>Apr. 20, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	Sanchez ◊
19	Legislative, Legal and Local Responses to PFAS 2021 (CSDA Webinar) <i>Apr.20, 2021, 10:00 a.m.–12:00 p.m.</i> <i>Registration deadline: None</i>	
20	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>May 12, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
21	ACWA Spring Conference <i>May 12-13, 2021–Virtual</i> <i>Registration deadline: 5/7/21</i>	MacKenzie (R)
22	Special Districts Legislative Days (CSDA Virtual Conference) <i>May 18-19, 2021, On demand</i> <i>Registration deadline: 4/16/21</i>	MacKenzie (R)
23	CSDA Quarterly Meeting <i>May 20, 2021, 6:00 p.m.</i> <i>Registration deadline: TBD</i>	MacKenzie ◊
24	Ask the Experts: Financing Options for Your District (CSDA Webinar) <i>Jun.4, 2021, 10:00–11:30 p.m.</i> <i>Registration deadline: None</i>	
25	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Jun. 9, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
26	Council of Water Utilities Meeting <i>Jun. 15, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	
27	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Jul. 14, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
28	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Aug. 11, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
29	Council of Water Utilities Meeting <i>Aug. 17, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	
30	CSDA Quarterly Meeting <i>Aug. 19, 2021, 6:00 p.m.</i> <i>Registration deadline: TBD</i>	

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
31	CSDA Annual Conference <i>Aug. 30-Sept. 2, 2021 in Monterey</i> <i>Registration deadline: 7/30/21</i>	
32	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Sept. 8, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
33	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Oct. 13, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
34	Council of Water Utilities Meeting <i>Oct. 19, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: None</i>	
35	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Nov. 10, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
36	CSDA Quarterly Meeting <i>Nov. 18, 2021, 6:00 p.m.</i> <i>Registration deadline: TBD</i>	MacKenzie ◊
37	ACWA Fall Conference <i>Nov. 30-Dec. 3, 2021–Pasadena</i> <i>Registration deadline: TBD</i>	
38	Vista Chamber of Commerce Business Mixer (Virtual via Zoom) <i>Dec. 8, 2021; 5:00 p.m.–6:00 p.m.</i> <i>Deadline: None</i>	
39	Colorado River Water Users Association Conference (CRWUA) <i>Dec. 13-15, 2021</i> <i>Registration deadline: TBD</i>	

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 for virtual meeting.



Agenda Item: 14

STAFF REPORT

Board Meeting Date: February 17, 2021
Prepared By: Lisa Soto

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

SUMMARY: This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

Staff-generated list of tentative items for future agendas:

- Monthly Billing (March)
- May 2021 Board meeting dates (March)
- Warner Wellfield Assessment (April)
- Request for Proposal for Audit Services (April)



STAFF REPORT

Agenda Item: 15

Board Meeting Date: February 17, 2021
Prepared By: Lisa Soto

SUBJECT: COMMENTS BY DIRECTORS

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



Agenda Item: 16

STAFF REPORT

Board Meeting Date: February 17, 2021
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: February 17, 2021
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

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