

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

August 7, 2024

A Regular Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, August 7, 2024 at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

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

2. ROLL CALL

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

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Secretary of the Board; Lesley Dobalian, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Shallako Goodrick, Director of Administration; and Elizabeth Xaverius, Administrative Assistant. General Counsel Elizabeth Mitchell of Burke, Williams & Sorensen was also present. Breona Paz was present for Consent Calendar Item 6D.

Other attendees: LaVonne Peck, San Luis Rey Indian Water Authority

3. PLEDGE OF ALLEGIANCE

Director Kuchinsky led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

24-08-89	<i>Upon motion by Director MacKenzie, seconded by Director Miller and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the agenda as presented.</i>
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5. ORAL COMMUNICATIONS

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

6. CONSENT CALENDAR

Consent Calendar items 6.A Materials for Mainline Replacement and 6.B Grant of Right of Way were pulled for further discussion.

24-08-90	<i>Upon motion by Director Kuchinsky, seconded by Director Miller and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved pulling Consent Calendar items 6.A and 6.B for further discussion and approved Consent Calendar items 6.C, 6.D, 6.E, 6.F, and 6.G, including Resolution No. 2024-27 approving disbursements.</i>
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C. Acceptance of Water System

See staff report attached hereto. Staff recommended and the Board accepted this water system for outdoor improvements at the Classical Academy Vista charter school site, consisting of approximately 7.78 gross acres owned by Partnering with Parents, LLC located at 2022 University Drive, Vista (P21-0321; LN 2022-035; APNs 183-211-55 & 183-211-56; DIV NO 5).

D. Tax Levies for Unpaid Charges

See staff report attached hereto. The Board received an informational report concerning unpaid charges added to tax rolls.

E. Minutes of the Warner Ranch Committee meeting on July 11, 2024

The minutes of July 11, 2024 were noted and filed.

F. Minutes of Board of Directors meeting on July 17, 2024

The minutes of July 17, 2024 were approved as presented.

G. Resolution ratifying check disbursements

RESOLUTION NO. 2024-27

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 75211 through 75342 drawn on US Bank totaling \$1,168,181.04.

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 7th day of August 2024.

A. Materials for Mainline Replacement

See staff report attached hereto.

Director of Operations and Field Services Frank Wolinski stated that the cost of pipeline materials for the mainline replacement on Lonsdale Lane is included in the approved Fiscal Year (FY) 2025 Capital Budget for the Main Replacement Program.

24-08-91 *Upon motion by Director Kuchinsky, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the purchase of pipeline materials from Pacific Pipeline Supply for mainline replacement on Lonsdale Lane (D-2384; DIV NO 1 and 3) in the amount of \$183,649.09.*

B. Grant of Right of Way

See staff report attached hereto.

Director of Engineering Randy Whitmann provided clarification regarding the location of the dedicated specific easement.

24-08-92	<i>Upon motion by Director Kuchinsky, seconded by Director Sanchez and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors accepted Grant of Right of Way (S173) for a specific easement over a single family residential lot consisting of approximately 2.09 acres owned by Dennis Andrew Sokol and Ruth Arlene Sokol, Trustees of the Dennis Andrew and Ruth Arlene Sokol Living Trust (2006), dated April 13, 2006, located along Fairview Circle in unincorporated San Diego County (APN 126-331-15; DIV NO 1).</i>
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7. DIVISION REPORTS

See staff report attached hereto.

Mr. Whitmann, in response to an inquiry, provided clarification regarding the District's policy for removing Temporary Service Agreements for off-site meters.

Mr. Whitmann informed the Board that the Deodar Reservoir Rehabilitation project is estimated to be completed by spring 2025. Director Kuchinsky asked staff to include the to-date percent complete and estimated completion date for capital projects in future division reports.

Mr. Wolinski stated that the District generally receives about 40 water quality calls and replaces approximately 50 fire hydrants and two miles of mainline each year. He noted that the number of miles of mainline replaced had decreased in recent years as the District shifted the focus of its construction maintenance crews to fire hydrant upgrades/replacements. Director Kuchinsky asked that this type of information be included in the monthly division reports. Director Miller stated that it would be onerous for staff to track and compile detailed information on a daily basis and report it monthly; he suggested that perhaps staff could provide the Board with a year-to-date report on biannual basis.

8. TREASURER'S REPORT AS OF JUNE 30, 2024

See staff report attached hereto.

Ms. Goodrick presented the Treasurer's Report as of June 30, 2024. She reviewed the five year investment summary, the securities detail listing, and the five-year cash flow projection graph. Ms. Goodrick said that the graph represents the cash flow balance inclusive of the Vista Flume Replacement Project costs as well as revised costs for the new Pechstein II Reservoir and Pechstein I repairs. She noted that while the Projected Cash Balance has been updated as described, it does not include additional revenue derived from future water rate adjustments and financings to fund these capital projects; this is why the Projected Cash Balance line moves below both reserve levels in 2028. .

Director Miller inquired about the ability to invest in longer term U.S. Treasury Bills (T-bills) in order to lock in the higher interest rates. Mr. Hodgkiss said the District has traditionally purchased one-year T-bills; the term has not varied but the amount invested has been increased from time to time to take advantage of higher interest rates. Ms. Goodrick stated that she would review the District's Investment Policy to determine if longer-term investments in T-bills were permitted and report back.

9. EXCELLENCE IN FINANCIAL REPORTING AWARD

See staff report attached hereto.

Ms. Goodrick stated that the District received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for its Annual Comprehensive Financial Report for Fiscal Year 2023 for the 17th year in a row. The Board congratulated staff for this achievement and thanked them for their good work. Ms. Goodrick said that press releases would be issued following the meeting. Mr. Hodgkiss expressed his appreciation to Ms. Goodrick and Finance staff for all of their efforts.

10. HETTINGA GRAZING LICENSE

See staff report attached hereto.

Director of Water Resources Lesley Dobalian stated that the proposed Hettinga Grazing License Agreement (License) would replace a year-to-year license held by Hein Hettinga who passed away in 2023. The Hettinga family (Family) has expressed that they would like to continue operating under the terms of the License with Hein Hettinga and have requested that the District enter into a new License with Ellen Hettinga.

The Warner Ranch Committee (Committee) reviewed and discussed the revised License at its July 11, 2024 meeting and recommended bringing the License to the full Board for approval. The Committee requested that staff reach out to the Family and ask about their long-term plans for grazing on the Warner Ranch. Ms. Dobalian said that she has spoken with the Family who indicated their interest in continuing long-term operations under the License.

The Board received clarification regarding the Family’s stewardship and grazing practices on the Warner Ranch. Ms. Dobalian stated that she and Water Resources Supervisor Richard Larsen have not witnessed any unfavorable conditions on the Warner Ranch and said that the Family has demonstrated responsible and sustainable grazing practices.

24-08-93 *Upon motion by Director Miller, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved the proposed Grazing License Agreement with Ellen Hettinga.*

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

See staff report attached hereto.

Director Miller reported that the San Diego County Water Authority (Water Authority) Board of Directors approved its FY 2024 and FY 2025 mid-term budgets and voted to increase water rates and charges 14.4 percent for calendar year 2025. He discussed various Metropolitan Water District programs and projects including the Turf Replacement Program, Pure Water Southern California Program and the Climate Adaptation Master Plan for Water.

The Board took a break at 10:47 a.m. and resumed the meeting at 10:55 a.m.

12. MEETINGS AND EVENTS

See staff report attached hereto.

Director Kuchinsky reported on his attendance at the Vista Government Affairs Committee where he heard a presentation by CalTrans on future upgrades for the Highway 76 and 78 corridors.

Director Sanchez reported on his attendance at the July 18, 2024 San Diego County Redevelopment Successor Agency Oversight Board meeting where they discussed a lease agreement for a flower shop in downtown San Diego.

Director MacKenzie reported that she and Director Miller attended a Settlement Implementing Parties (SIP) meeting on July 30, 2024 where they received updates on water quality, algacide treatments and releases from Lake Henshaw. There were also discussions regarding the permitting process and timeline for the oxygenation pilot study. She stated that San Luis Rey Indian Water Authority staff is also testing samples taken from Lake Henshaw for microcystin and anatoxin-a in their own lab and are having comparable results to those of the District's third party lab. Director MacKenzie said that the next SIP meeting would be held on November 1, 2024.

Director MacKenzie advised the Board that she would be unable to attend the Association of California Water Agencies (ACWA) Region 10 Event on October 15, 2024.

Director Miller informed the Board that he would be out of town and unable to attend the September 4, 2024 Board meeting.

Mr. Hodgkiss confirmed that the second meeting in October is scheduled for October 23, 2024.

13. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

Director MacKenzie suggested that an item be added to a future agenda for the Board to review Rules and Regulations section 1.5.1, Directors Compensation.

14. COMMENTS BY DIRECTORS

Director Kuchinsky commended District crews for their continued good work on Independence Way, congratulated staff on receiving the 2023 GFOA award, and expressed his appreciation for staff's continued efforts to secure various prestigious accolades for the District.

15. COMMENTS BY GENERAL COUNSEL

Ms. Mitchell informed the Board that California Occupational Safety and Health Association (Cal/OSHA) adopted guidelines for indoor heat prevention, effective in July, and noted that staff is implementing the guidelines so that the District is compliant. She also updated the Board on recent legislation related to the Surplus Land Act.

16. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss commented on the coalition letter provided to the Board regarding Senate Bill (SB) 1255. He said that that the letter of opposition, signed by 15 member agencies, was sent to the Chair of the Assembly Appropriations Committee; the District also sent its own letter of opposition to the Assembly Appropriations Committee and to its local legislator's office. Mr. Hodgkiss said that the Assembly

Appropriations Committee would be reviewing SB 1255 on August 8, 2024 and that he would provide an update at the August 21, 2024 Board meeting. He noted that the level of Lake Henshaw was at 21,400 acre-feet and congratulated Director MacKenzie on her re-election to the California Special Districts Association Board of Directors.

At 11:23 a.m. President Vásquez announced that the Board was going into closed session.

17. CLOSED SESSION – LABOR NEGOTIATIONS

Conference with labor negotiators pursuant to Government Code section 54957.6(a). Agency negotiators: Phil Zamora, Frank Wolinski and Shallako Goodrick.


At 12:10 p.m. the Board returned to regular session and President Vásquez reported that there was no reportable action.

18. ADJOURNMENT

There being no further business to come before the Board, at 12:10 p.m. President Vásquez adjourned the meeting to August 21, 2024 at 9:00 a.m.


Richard L. Vásquez, President

ATTEST:


Ranae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Board Meeting Date: August 7, 2024
Prepared By: Frank Wolinski
Approved By: Brett Hodgkiss

SUBJECT: MATERIALS FOR MAINLINE REPLACEMENT

RECOMMENDATION: Approve the purchase of pipeline materials from Pacific Pipeline Supply for mainline replacement on Lonsdale Lane (D-2384; DIV NO 1 and 3) in the amount of \$183,649.09.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: \$183,649.09, including tax and freight.

SUMMARY: The District solicited bids from three vendors, Core & Main, Ferguson Waterworks and Pacific Pipeline Supply. All bids were responsive to the District's specifications; Pacific Pipeline Supply submitted the lowest bid.

DETAILED REPORT: This mainline project will replace approximately 2,750 feet of various sizes of asbestos cement, Nipponite and steel pipe in Lonsdale Lane, East Indian Rock Road and Raintree Drive that was installed between the late 1940s and early 1970s. Staff recommends the replacement of this mainline as it will eliminate priority segments of Nipponite and steel pipe that have reached the end of their useful life.

Materials being purchased for this phase project include 4-inch, 6-inch, 8-inch and 10-inch PVC pipe and various fittings.

Bid Results:	Pacific Pipeline Supply	\$183,649.09
	Ferguson Waterworks	\$186,221.31
	Core & Main	\$197,208.12

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): This purchase is for a mainline replacement project that staff previously determined to be exempt under Class 2 of the State CEQA Guidelines section 15302 (Replacement or Reconstruction), 14 CCR § 15302(c) because it consists of replacement or reconstruction of an existing utility system and/or facilities involving negligible or no expansion of capacity and there is no potential for the project to cause either a direct or a reasonably foreseeable indirect physical change in the environment.



STAFF REPORT

Agenda Item: 6.B

Board Meeting Date:	August 7, 2024
Prepared By:	Robert Scholl
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: GRANT OF RIGHT OF WAY

RECOMMENDATION: Accept Grant of Right of Way (S173) for a specific easement over a single family residential lot consisting of approximately 2.09 acres owned by Dennis Andrew Sokol and Ruth Arlene Sokol, Trustees of the Dennis Andrew and Ruth Arlene Sokol Living Trust (2006), dated April 13, 2006, located along Fairview Circle in unincorporated San Diego County (APN 126-331-15; DIV NO 1).

PRIOR BOARD ACTION: None.



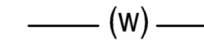
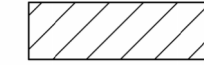
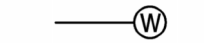
FISCAL IMPACT: None.

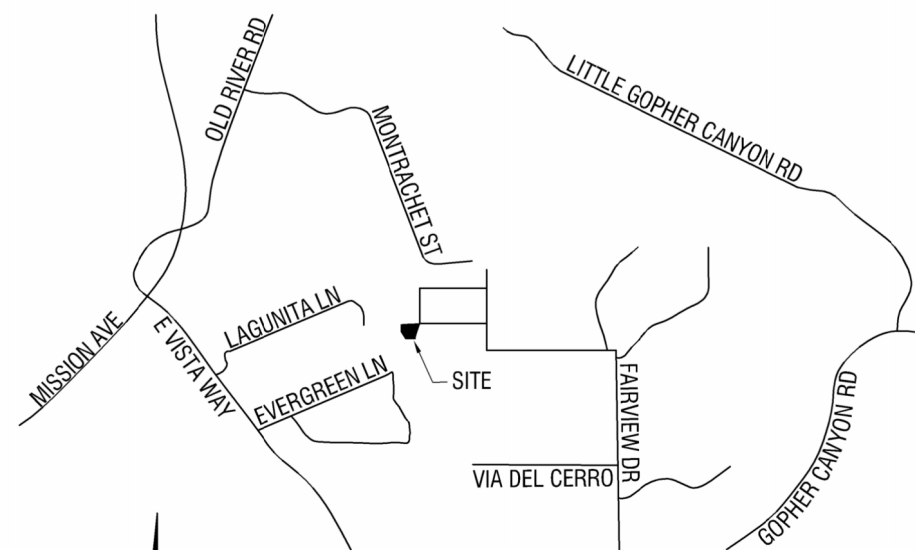
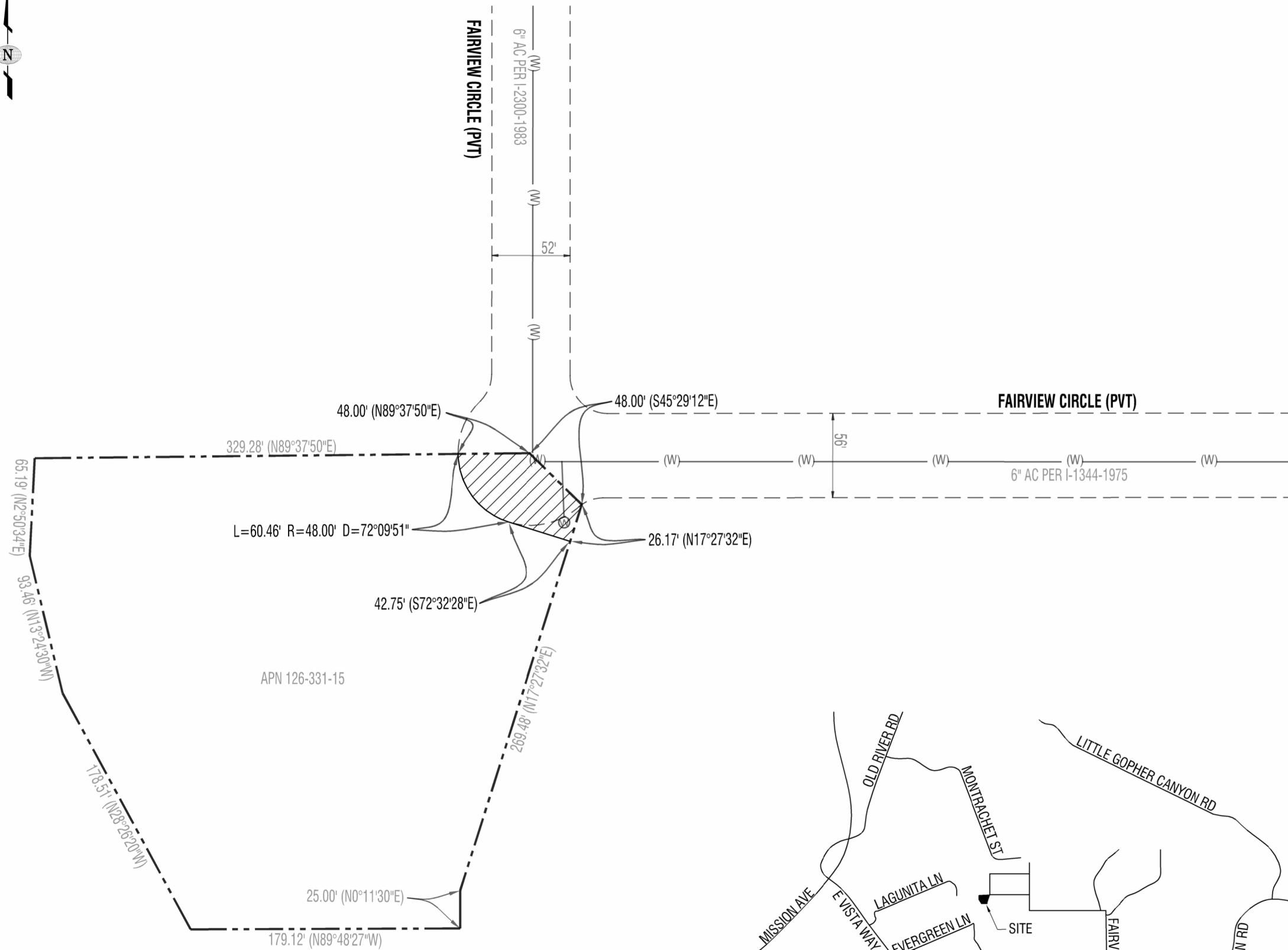
SUMMARY: The owners, Dennis and Ruth Sokol, are in the process of developing a single-family modular residence on APN 126-331-15. The site has an existing water meter fed from a 6-inch pipeline off of Fairview Circle. Acceptance of Grant of Right of Way (S173) via an easement document will allow the District to secure a dedicated specific easement over existing facilities that front the property.

ATTACHMENT: Map



LEGEND

-  RIGHT-OF-WAY/ PROPERTY LINE
-  PRIVATE ROAD AND UTILITY EASEMENT PER PM9148
-  EXISTING 6" AC PER I-1344-1975 AND I-2300-1983
-  PROPOSED VID SPECIFIC EASEMENT (S173)
-  EXISTING 2" WATER SERVICE PER ACCT # 9995-0587



OWNERS:
DENNIS AND RUTH SOKOL
4545 RUBIO AVENUE
ENCINO, CA 91436

ENGINEER:
DK GREENE CONSULTING, INC
P.O. BOX 143
BONSALL, CA 92003

VISTA IRRIGATION DISTRICT		
GRANT OF RIGHT-OF-WAY (S173)		
FAIRVIEW CIRCLE		
APN 126-331-15		T.B.
SCALE: NO SCALE		L.N.
APPD. BY RS	DATE 07/16/24	W.O.
DRAWN BY JR	DATE 07/08/24	
SHEET 1 of 1	MAP G3	
REVISED 7/26/24	JOSE E. RODRIGUEZ	
Z:\Engineering\JOBS\Miscellaneous\No-Objecton\Grant of ROW Exhibit.dwg		



STAFF REPORT

Agenda Item: 6.C

Board Meeting Date:	August 7, 2024
Prepared By:	Robert School
Reviewed By:	Randy Whitmann
Approved By:	Brett Hodgkiss

SUBJECT: ACCEPTANCE OF WATER SYSTEM

RECOMMENDATION: Accept this water system for outdoor improvements at the Classical Academy Vista charter school site, consisting of approximately 7.78 gross acres owned by Partnering with Parents, LLC located at 2022 University Drive, Vista (P21-0321; LN 2022-035; APNs 183-211-55 & 183-211-56; DIV NO 5).

PRIOR BOARD ACTION: On May 3, 2023, the Board approved this waterline project, Encroachment Permit (136) and accepted Grant of Right of Ways (P87 and E35).

FISCAL IMPACT: None.

SUMMARY: The water system is ready for acceptance by the Board, which will allow the Notice of Acceptance to be filed with the County Recorder.

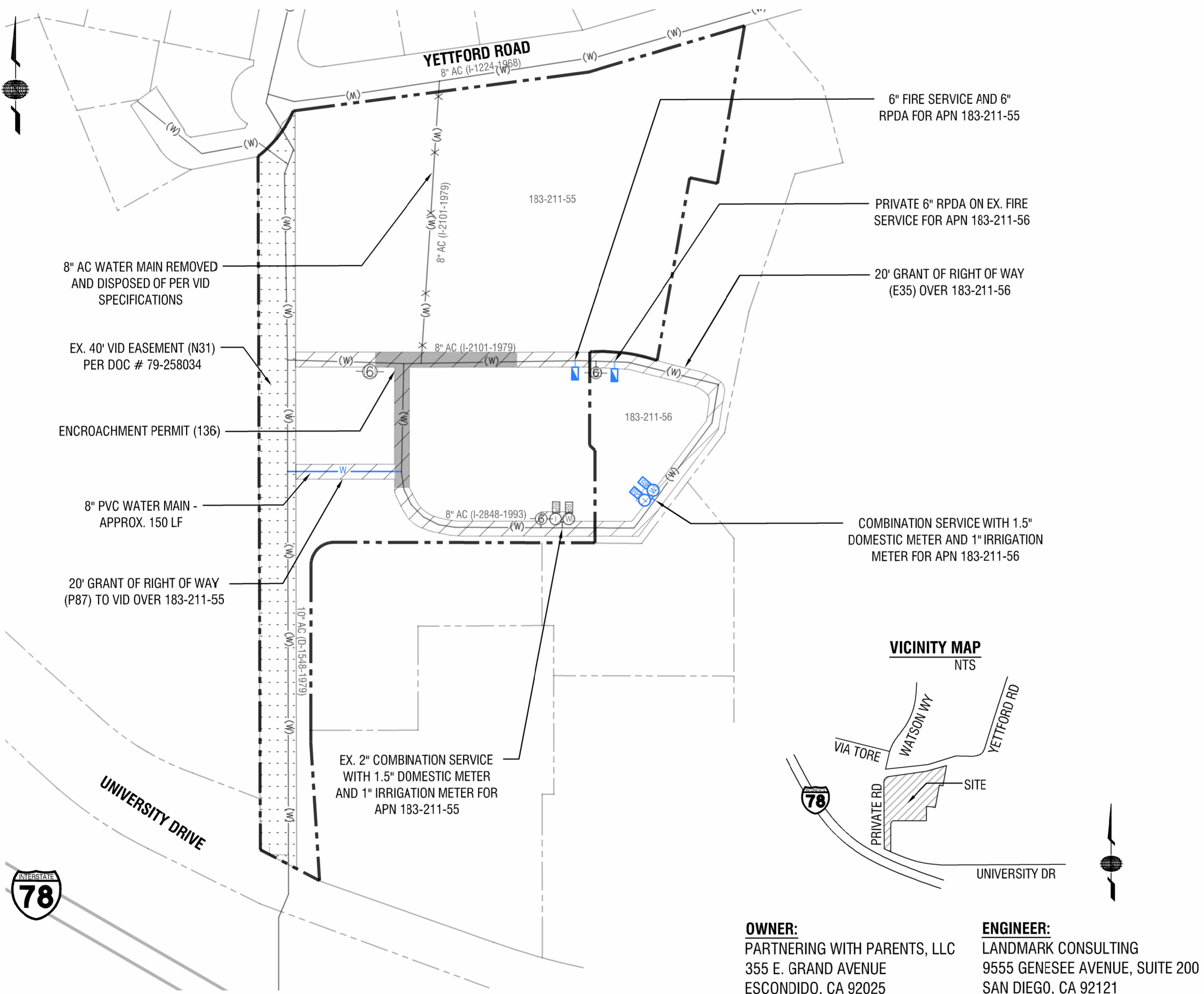
DETAILED REPORT: The existing Classical Academy Vista charter school (APN 183-211-55) demolished a northern parking lot area and constructed a new playground including play fields, equipment, restrooms, a storage building, and circular drop off area. The improvements required the relocation of onsite District waterline facilities and an encroachment permit for new concrete pavers and utility crossings. Additionally, new services were required for the site and the adjacent parcel (Dual Language Immersion North County charter school, APN 183-211-56).

All work required by the construction agreement (I-3105) has been completed. Under District inspection, the owner's contractor performed the following work:

- Classical Academy Vista (APN 183-211-55) – removed and properly disposed of approximately 370 feet of 8-inch asbestos cement pipeline, installed approximately 150 feet of 8-inch polyvinyl chloride pipeline (PVC), two 6-inch fire services and made connections as approved on the plans.
- Dual Language Immersion North County (APN 183-211-56) – converted existing 2-inch domestic service to a combination domestic/irrigation service, installed a new backflow on the existing fire service, and severed all connections between the parcels.

The owner has paid for all meters and installed all necessary backflow devices. This project will be completed with the filing of the Notice of Acceptance.

ATTACHMENT: Map



LEGEND

EXISTING

- WATER MAIN
- FIRE HYDRANT
- DOMESTIC METER
- IRRIGATION METER
- GRANT OF RIGHT OF WAY (N31)

PROJECT PUBLIC FACILITIES

- 8" PVC WATER MAIN (C900)
- WATER MAIN REMOVED
- DOMESTIC METER
- IRRIGATION METER
- GRANT OF RIGHT OF WAYS (P87) AND (E35)
- ENCROACHMENT PERMIT (136)

PROJECT PRIVATE FACILITIES

- PRIVATE RPDA
- PRIVATE RP

6" FIRE SERVICE AND 6" RPDA FOR APN 183-211-55

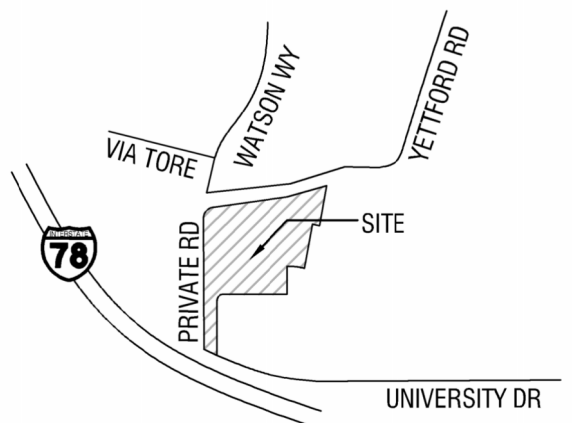
PRIVATE 6" RPDA ON EX. FIRE SERVICE FOR APN 183-211-56

20' GRANT OF RIGHT OF WAY (E35) OVER 183-211-56

COMBINATION SERVICE WITH 1.5" DOMESTIC METER AND 1" IRRIGATION METER FOR APN 183-211-56

EX. 2" COMBINATION SERVICE WITH 1.5" DOMESTIC METER AND 1" IRRIGATION METER FOR APN 183-211-55

VICINITY MAP
NTS



OWNER:
PARTNERING WITH PARENTS, LLC
355 E. GRAND AVENUE
ESCONDIDO, CA 92025

ENGINEER:
LANDMARK CONSULTING
9555 GENESEE AVENUE, SUITE 200
SAN DIEGO, CA 92121

VISTA IRRIGATION DISTRICT

NOTICE OF ACCEPTANCE

CLASSICAL ACADEMY (2022 UNIVERSITY DRIVE)

APN: 183-211-55 & 183-211-56		T.B.
SCALE: NONE		L.N. 2022-035
APPD. BY: RS	DATE: 4/25/23	W.O.
DRAWN BY: JR	DATE: 4/06/23	
SHEET 1 of 1	MAP: H18, H19	I-3105
REVISED: 7/24/24 Jose Rodriguez		

\\vistair\viddata\Common\Eng_Staff_Reports(rs)\Future\Jose R\2022 University Drive\LN 2022-035 2022 University Drive - Map (CAD).dwg



STAFF REPORT

Agenda Item: 6.D

Board Meeting Date:	August 7, 2024
Prepared By:	Breona Paz
Reviewed By:	Shallako Goodrick
Approved By:	Brett Hodgkiss

SUBJECT: TAX LEVIES FOR UNPAID CHARGES

RECOMMENDATION: Informational report concerning unpaid charges added to tax rolls.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: \$22,888.08

SUMMARY: Under the California Water Code, certain unpaid charges may be added to the tax rolls, such as water bills, annexation or connection fees, and damage claims; this is the annual opportunity for the District to collect past due charges. These assessments are due in the office of the County Auditor and Controller no later than August 10, 2024.

In Fiscal Year 2024, the District had 45 levies for water accounts in the amount of \$22,151.80. In Fiscal Year 2025, the District has 45 levies for water accounts in the amount of \$22,888.08. Names, addresses and specifics of the levied charges are not entered into public record as it could be regarded as a negative credit report.

ATTACHMENT: Fiscal Year 2025 Tax Levies

**Vista Irrigation District
TAX LEVIES
Fiscal Year 2025**

6368-01

DELINQUENT WATER CHARGES

	Parcel #	Amount	Fee	Total
1	1591802100	\$285.22	\$ 104.00	\$ 389.22
2	1592402800	\$195.46	\$ 104.00	\$ 299.46
3	1617703400	\$71.90	\$ 104.00	\$ 175.90
4	1630221500	\$195.46	\$ 104.00	\$ 299.46
5	1631300900	\$195.46	\$ 104.00	\$ 299.46
6	1633623400	\$87.98	\$ 104.00	\$ 191.98
7	1662501400	\$185.68	\$ 104.00	\$ 289.68
8	1664113700	\$521.62	\$ 104.00	\$ 625.62
9	1664501400	\$473.90	\$ 104.00	\$ 577.90
10	1667224400	\$835.52	\$ 104.00	\$ 939.52
11	1690803000	\$214.24	\$ 104.00	\$ 318.24
12	1691002300	\$72.18	\$ 104.00	\$ 176.18
13	1691201900	\$995.24	\$ 104.00	\$ 1,099.24
14	1694223100	\$717.56	\$ 104.00	\$ 821.56
15	1702400700	\$1,667.18	\$ 104.00	\$ 1,771.18
16	1712405308	\$179.30	\$ 104.00	\$ 283.30
17	1713404300	\$285.22	\$ 104.00	\$ 389.22
18	1734500200	\$191.96	\$ 104.00	\$ 295.96
19	1735215500	\$151.68	\$ 104.00	\$ 255.68
20	1741333000	\$606.62	\$ 104.00	\$ 710.62
21	1742200200	\$362.18	\$ 104.00	\$ 466.18
22	1742601700	\$206.46	\$ 104.00	\$ 310.46
23	1750704700	\$261.44	\$ 104.00	\$ 365.44
24	1751023900	\$294.76	\$ 104.00	\$ 398.76
25	1751360400	\$700.08	\$ 104.00	\$ 804.08
26	1751381400	\$198.00	\$ 104.00	\$ 302.00
27	1791434700	\$177.78	\$ 104.00	\$ 281.78
28	1802102000	\$206.46	\$ 104.00	\$ 310.46
29	1803300300	\$107.96	\$ 104.00	\$ 211.96
30	1812103100	\$2,453.92	\$ 104.00	\$ 2,557.92
31	1812111700	\$154.50	\$ 104.00	\$ 258.50
32	1812800800	\$303.62	\$ 104.00	\$ 407.62
33	1820606300	\$544.16	\$ 104.00	\$ 648.16
34	1821011400	\$303.62	\$ 104.00	\$ 407.62
35	1830826700	\$239.52	\$ 104.00	\$ 343.52
36	1833920200	\$128.26	\$ 104.00	\$ 232.26
37	2172521400	\$390.60	\$ 104.00	\$ 494.60
38	2175600200	\$282.94	\$ 104.00	\$ 386.94
39	2180713000	\$648.80	\$ 104.00	\$ 752.80
40	2194251202	\$155.80	\$ 104.00	\$ 259.80
41	2194300602	\$756.74	\$ 104.00	\$ 860.74
42	2241802900	\$339.28	\$ 104.00	\$ 443.28
43	2263202300	\$214.00	\$ 104.00	\$ 318.00
44	2264210100	\$89.98	\$ 104.00	\$ 193.98
45	2281303200	\$557.84	\$ 104.00	\$ 661.84
TOTAL		<u>\$18,208.08</u>	<u>\$ 4,680.00</u>	<u>\$ 22,888.08</u>



Cash Disbursement Report

Payment Dates 7/3/2024 - 7/24/2024

Payment Number	Payment Date	Vendor	Description	Amount
75211	07/10/2024	Refund Check 75211	Customer Refund	165.18
75212	07/10/2024	ACWA/JPIA	Workers Compensation 04/2024 - 06/2024	32,115.37
75213	07/10/2024	ACWA/JPIA	Medical & Dental Insurance 08/2024 - Cobra	822.46
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	33.72
	07/10/2024		Medical & Dental Insurance 08/2024 - Cobra	69.09
	07/10/2024		Medical & Dental Insurance 08/2024 - Employees	177,018.78
	07/10/2024		Medical & Dental Insurance 08/2024 - Retirees	44,265.58
	07/10/2024		Medical & Dental Insurance 08/2024 - P Kuchinsky	1,714.01
	07/10/2024		Medical & Dental Insurance 08/2024 - J MacKenzie	1,714.01
	07/10/2024		Medical & Dental Insurance 08/2024 - P Sanchez	1,714.01
	07/10/2024		Medical & Dental Insurance 08/2024 - R Vasquez	2,128.59
	07/10/2024		Medical & Dental Insurance 08/2024 - M Miller	1,714.01
75214	07/10/2024	Amazon Capital Services	Clutch Alignment Tool	43.30
	07/10/2024		Hard Travel Case for Facepiece (3)	102.36
	07/10/2024		Hard Travel Case for Facepiece (1)	(29.22)
	07/10/2024		Bench Grinder Eye Shields (3)	50.64
	07/10/2024		Copper Tubing Rounders (2)	279.26
75215	07/10/2024	AquaTechnex, LLC	Purchase of SeClear Algaecide (7,150 Gallons) - HABs	90,369.39
	07/10/2024		Purchase of Phycomycin (180,000 lbs) - HABs	226,921.50
	07/10/2024		Performance Bond - HABs	7,500.00
75216	07/10/2024	Asbury Environmental Services	Disposal of Water Based Solvent	371.00
75217	07/10/2024	B&K Engraving	Plaque for 2024 Landscape Contest Winner	59.54
75218	07/10/2024	Brian True	Tuition Reimbursement 07/2024	833.57
75219	07/10/2024	California Department of Tax and Fee Administration	June '24 Use Tax Return	223.00
75220	07/10/2024	CDW Government Inc	Autodesk InfoWater Pro Renewal	10,805.55
75221	07/10/2024	Cecilia's Safety Service Inc	Traffic Control - Poinsettia Ave	1,805.00
	07/10/2024		Traffic Control - Independence Way	3,705.00
	07/10/2024		Traffic Control - Goodwin Dr	1,377.50

Payment Number	Payment Date	Vendor	Description	Amount
	07/10/2024		Traffic Control - Hillside Terrace	2,470.00
	07/10/2024		Traffic Control - Ardy's Place	807.50
75222	07/10/2024	Christopher Craghead	Remburse - CWEA Membership/Certificate Renewal	324.00
	07/10/2024		Tuition Reimbursement 07/2024	349.99
75223	07/10/2024	Citi Cards	Kitchen & Restroom Supplies	843.27
	07/10/2024		Cloud Based Phone Service	27.45
	07/10/2024		Microsoft Azure Storage/Networking	796.21
	07/10/2024		GFi Faxmaker	15.50
	07/10/2024		Skype for Business Voice Consumption	20.00
	07/10/2024		Food/Supplies for Employee Event	649.30
75224	07/10/2024	City of Oceanside	Weese Treatment 01/2024	8,607.46
	07/10/2024		Weese Treatment 05/2024	3,471.32
	07/10/2024		Weese Treatment 07/2023	761.57
	07/10/2024		Weese Treatment 08/2023	12,061.17
	07/10/2024		Weese Treatment 09/2023	35,829.01
	07/10/2024		Weese Treatment 10/2023	36,767.68
	07/10/2024		Weese Treatment 11/2023	19,552.75
	07/10/2024		Weese Treatment 12/2023	2,621.20
75225	07/10/2024	Akeso Occupational Health	New Hire & Asbestos Physicals	278.00
75226	07/10/2024	County of San Diego	LAFCO FY24/25	36,126.67
75227	07/10/2024	CWEA	Membership & Certification Renewal	350.00
75228	07/10/2024	Diamond Environmental Services	Portable Restroom Service	128.21
	07/10/2024		Portable Restroom Service	80.17
75229	07/10/2024	Electrical Sales Inc	Electrical Supplies - E Reservoir	1,503.54
75230	07/10/2024	Fountain Car Wash	Car Wash Tokens (660)	600.00
75231	07/10/2024	Hawthorne Machinery Co	Filters (3) - L3	122.09
75232	07/10/2024	Joel Gullingsrud	Reimburse - Fuel for Truck 10	150.00
75233	07/10/2024	Ken Grody Ford Carlsbad	Shock Hardware - Truck 40	46.54
75234	07/10/2024	Liebert Cassidy Whitmore	Employment Relation Consortium 07/2024 - 06/2025	3,760.00
75235	07/10/2024	Lightning Messenger Express	Messenger Service 06/28/24	72.00
75236	07/10/2024	LinguaLinx Language Solutions, Inc	Spanish Translation 2024 CCR	275.00
75237	07/10/2024	Moody's	Dump Fees/Oversize (2)	1,200.00
	07/10/2024		Dump Fees/Oversize (2)	1,200.00
75238	07/10/2024	North County Auto Parts	Shocks - Truck 40	157.82
	07/10/2024		Gear Oil - E2	36.59
	07/10/2024		Shocks - Truck 40	(157.82)
75239	07/10/2024	Pacific Pipeline Supply	Zinc Anode bag 30lb (13)	2,955.23
	07/10/2024		Macro Flange Coupling (1)	878.83
75240	07/10/2024	Pacific Safety Center	Fall Protection Training	390.00
75241	07/10/2024	Paychex of New York LLC	Onboarding/Recruiting/Benefits 07/2024	812.50
75242	07/10/2024	Plateau Pest Solutions Inc	Bee & Hive Removal (1)	75.00

Payment Number	Payment Date	Vendor	Description	Amount
	07/10/2024		Bee & Hive Removal (1)	75.00
	07/10/2024		Bee & Hive Removal (1)	75.00
	07/10/2024		Bee & Hive Removal (1)	75.00
75243	07/10/2024	Rincon del Diablo MWD	MD Reservoir Water Service	36.13
75244	07/10/2024	San Diego Gas & Electric	Gas 06/2024 - VID Headquarters	504.07
	07/10/2024		Electric 06/2024 - Henshaw Buildings & Grounds	945.98
	07/10/2024		Electric 06/2024 - Henshaw Wellfield	14,154.81
	07/10/2024		Electric 06/2024 - VID Headquarters	5,544.77
	07/10/2024		Electric 06/2024 - Warner Ranch House	115.89
75245	07/10/2024	Spok, Inc	Pagers	51.06
75246	07/10/2024	Shred-it	Shredding Service	189.11
75247	07/10/2024	Stillwater Sciences	As Needed HABs Consulting 05/2024	7,840.00
	07/10/2024		HABs Management Plan - Phase II 05/2024	3,257.10
75248	07/10/2024	The UPS Store 0971	Shipping 06/2024 - Iron & Manganese Testing	42.67
	07/10/2024		Shipping 06/2024 - HABs	1,781.73
	07/10/2024		Shipping 06/2024	120.82
75249	07/10/2024	Bend Genetics, LLC	HABs Lab Analysis	5,286.00
75250	07/10/2024	The San Diego Union-Tribune LLC	Bid Advertisement - Independence Way Paving (Phase II)	435.14
75251	07/10/2024	UniFirst Corporation	Uniform Service	257.03
75252	07/10/2024	TS Industrial Supply	Cutter 15 Copper 3/16" - 1 1/8" (1)	53.05
	07/10/2024		Hitch Pins (10)	41.11
	07/10/2024		High Pressure Sprayer Pump - VE2	606.70
75253	07/17/2024	Refund Check 75253	Customer Refund	3,006.00
75254	07/17/2024	ACWA/JPIA	Cyber Liability 07/01/2024 - 07/01/25	12,201.12
75255	07/17/2024	Airgas USA LLC	Welding Rod	256.98
75256	07/17/2024	Amazon Capital Services	Stand Up Desk Part	269.54
	07/17/2024		Ignition Pickup Coils for Concrete Saws (2)	49.99
	07/17/2024		Gasket for Ice Machine	56.51
	07/17/2024		Safety Cones (2)	140.72
	07/17/2024		Gasket for Ice Machine	(50.01)
	07/17/2024	Amazon Capital Services	Tire Bead Clamps (2)	(66.60)
75257	07/17/2024	Answering Service Care, LLC	Answering Service 06/2024	517.88
75258	07/17/2024	AquaTechnex, LLC	Application of Phycomyacin (180,000 lbs) - HABs	48,137.50
75259	07/17/2024	Boot World Inc	Footwear Program (2)	360.00
75260	07/17/2024	Burke, Williams & Sorensen, LLP	Legal 06/2024	5,129.66
75261	07/17/2024	California Department of Justice	Fingerprinting	49.00
75262	07/17/2024	Cecilia's Safety Service Inc	Traffic Control - Camino Corto & Camino Patricia	1,282.50
	07/17/2024		Traffic Control - Independence Way	4,607.50
	07/17/2024		Traffic Control - Via Santa Paulo	3,420.00
75263	07/17/2024	760Print	2024 Consumer Confidence Report (150)	232.74
75264	07/17/2024	Clinical Lab of San Bernardino Inc	Lab Services - Stage II Samples	1,100.00

Payment Number	Payment Date	Vendor	Description	Amount
75265	07/17/2024	Direct Energy	Electric 06/2024 - T & D / Cathodic Protection	117.61
	07/17/2024		Electric 06/2024 - Reservoirs	59.55
	07/17/2024		Electric 06/2024 - Pump Stations	22,534.55
	07/17/2024		Electric 06/2024 - Treatment Plants	55.89
	07/17/2024		Electric 06/2024 - VID Headquarters	4,084.27
75266	07/17/2024	Dudek	E Reservoir Replacement & Pump Station 04/2024	8,225.00
	07/17/2024		E Reservoir Replacement & Pump Station 05/2024	1,592.50
75267	07/17/2024	EDCO Waste & Recycling Services Inc	Trash Service - VID Headquarters	463.30
	07/17/2024		Trash/40 YD Dumpster - VID Headquarters	607.87
75268	07/17/2024	Employee Relations, Inc	Background Check	137.72
75269	07/17/2024	Fastenal Company	Machine Screws (50)	4.33
75270	07/17/2024	Flyers Energy, LLC	Fuel	102.27
	07/17/2024		Fuel	58.70
75271	07/17/2024	Hach Company	Analyzer Reagents (8)	661.19
75272	07/17/2024	HELIX Environmental Planning, Inc	AB Pipeline Repl CEQA & Environmental Svc 05/2024	1,832.19
	07/17/2024		AB Pipeline Repl CEQA & Environmental Svc 06/2024	11,236.71
75273	07/17/2024	InfoSend Inc	Data Processing/Mailing Service 06/2024	15,879.63
	07/17/2024		eCCR Notice Inserts	97.07
	07/17/2024		Backflow Notices Processing/Mailing (1639)	442.23
75274	07/17/2024	Ken Grody Ford Carlsbad	Fuel Line Retainer	6.25
75275	07/17/2024	Kimball Midwest	O'Rings (40)	95.69
75276	07/17/2024	Makelele Systems Landscape & Maintenance, Inc	Landscape Service 06/2024	1,650.00
75277	07/17/2024	Moodys	Dump Fees/Oversize (2)	1,200.00
75278	07/17/2024	NAPA Auto Parts	Filters (7)	112.15
	07/17/2024		Tranmission Fluid Kit - Truck 79	50.33
	07/17/2024		Filters (3)	155.17
75279	07/17/2024	North County Auto Parts	Transmission Fluid (12)	106.78
	07/17/2024		Oil	148.61
	07/17/2024		Brake Parts, Shocks - Truck 62	870.81
	07/17/2024		Brake Parts - Truck 43	479.53
	07/17/2024		Brake Cleaner (24)	90.41
	07/17/2024		Battery Core - Truck 29	(12.99)
	07/17/2024		Alternator Core - Truck 29	(84.44)
75280	07/17/2024	O'Reilly Auto Parts	Trailer Breakaway Batteries, Mirror Adhesive	110.90
75281	07/17/2024	Pacific Pipeline Supply	Fire Hydrant 6x4x2.5 (5)	20,240.84
75282	07/17/2024	Plateau Pest Solutions Inc	Bee & Hive Removal (1)	75.00
	07/17/2024		Bee & Hive Removal (1)	75.00
	07/17/2024		Bee & Hive Removal (1)	75.00
	07/17/2024		Bee & Hive Removal (1)	75.00
75283	07/17/2024	Powerland Equipment, Inc	Weed Whip, Premix Oil, Bar Oil	706.09
75284	07/17/2024	Ramco Petroleum	Fuel 06/2024	1,947.86

Payment Number	Payment Date	Vendor	Description	Amount
75285	07/17/2024	Volvo Construction Equipment & Services	Filters & Oil - E2	287.97
	07/17/2024		Hydraulic Line Hold down Clamps (2) - E2	74.13
	07/17/2024		Fuel Fill Strainers (2)	99.92
75286	07/17/2024	San Diego Friction Products	Tail Lights, Grommets, Lock Nuts	115.89
75287	07/17/2024	San Diego Gas & Electric	Electric 06/2024 - Cathodic Protection & T&D	421.03
	07/17/2024		Electric 06/2024 - Reservoirs	7,725.87
	07/17/2024		Electric 06/2024 - Station	18,076.38
	07/17/2024		Electric 06/2024 - Plants	139.92
75288	07/17/2024	Santa Fe Car Wash	Car Washes (25)	325.00
75289	07/17/2024	Sierra Analytical Labs, Inc	HABs Lab Analysis	420.00
	07/17/2024		HABs Lab Analysis	1,525.00
	07/17/2024		HABs Lab Analysis	1,785.00
75290	07/17/2024	SiteOne Landscape Supply, LLC	Herbicide (1)	75.57
	07/17/2024		Shovels (2)	54.92
75291	07/17/2024	Snap on	Software Update for Automotive Scanner	1,510.10
75292	07/17/2024	Southern Counties Lubricants, LLC	Fuel 06/16/24 - 06/30/24	7,823.05
75293	07/17/2024	Sunrise Materials Inc	Mulch	5,656.06
75294	07/17/2024	Ditch Witch West	Fittings for Sprayer Pump - VE-2	239.45
75295	07/17/2024	Johnson Controls Security Solutions LLC	Security Monitoring.& Maintenance 05/2024-07/2024	3,378.32
75296	07/17/2024	Umpqua Bank	Delivery Signs	887.49
	07/17/2024		Heavy Teflon Tape (40)	145.05
	07/17/2024		Website Service to Monitor Compromised Credentials	40.29
	07/17/2024		Employment Advertisement (5 Job Pkg)	900.00
	07/17/2024		CSDA District of Distinction Re-accreditation Fee	450.00
75297	07/17/2024	UniFirst Corporation	Uniform Service	308.43
75298	07/17/2024	Valley CM, Inc	E Reservoir Replacement & Pump Station 03/2024	11,593.50
75299	07/17/2024	Vista Printing	Temporary No Parking Signs 12"W x 18" (250)	133.15
75300	07/17/2024	Weck Laboratories, Inc	Iron & Manganese Samples - Well 2	90.00
75301	07/24/2024	Refund Check 75301	Customer Refund	176.70
75302	07/24/2024	Amazon Capital Services	Warehouse Supplies	190.19
	07/24/2024		Office Supplies	38.95
	07/24/2024		Headset & USB to NIC Adapter	79.81
75303	07/24/2024	AT&T	3680/CALNET 06/13/24 - 07/12/24 Phones	1,994.15
	07/24/2024		0230/CALNET 06/16/24 - 07/12/24 Teleconference	9.15
75304	07/24/2024	BHA Inc	Survey of Henshaw Dam 06/2024	758.67
75305	07/24/2024	Brown and Caldwell	Flume Replacement Alignment Study 3/29/24- 5/23/24	15,015.70
75306	07/24/2024	Canon Solutions America, Inc	Canon Supplies & Maintenance	30.51
75307	07/24/2024	CDW Government Inc	UNITRENDS DRAAS Install and Configure	850.60
	07/24/2024		UNITRENDS DRAAS PREM SUB Year 1	5,059.85
75308	07/24/2024	Cecilia's Safety Service Inc	Traffic Control - North Dr	2,945.00
	07/24/2024		Traffic Control - Independence Way	4,797.50

Payment Number	Payment Date	Vendor	Description	Amount
	07/24/2024		Traffic Control - Cooper Dr	3,135.00
	07/24/2024		Traffic Control - N Santa Fee Ave/Vista Village	1,140.00
75309	07/24/2024	CleanCapital HC4 Borrower LLC	Solar Energy 05/2024	5,285.40
	07/24/2024		Solar Energy 06/2024	5,598.64
75310	07/24/2024	Coast Equipment Rentals	Concrete - Independence Way	351.81
75311	07/24/2024	Core & Main	Weld Slip-on Flange (4) - Independence Way	1,157.02
75312	07/24/2024	CoreLogic Solutions Inc	Real Quest Online Services 06/2024	309.00
75313	07/24/2024	Diamond Environmental Services	Portable Restroom Service	102.64
	07/24/2024		Portable Restroom Service	95.01
75314	07/24/2024	Drug Testing Network Inc	Random Drug/Breath Testing	255.00
75315	07/24/2024	StratoGuard LLC	Spam Defense Subscription 7/31/24 - 7/30/25	3,258.00
75316	07/24/2024	Grainger	Parts - E Reservoir	281.61
	07/24/2024		E Reservoir Intrusion Switches	544.28
	07/24/2024		UPS Units (4)	1,236.08
	07/24/2024		UPS Units (2)	618.04
	07/24/2024		Filter for Hydration Station	99.52
75317	07/24/2024	Hawthorne Machinery Co	Tilt Gas Shock- L4	86.79
75318	07/24/2024	D-Tek Enterprises, Inc	Live Bee Removal (1) - Wolverine	110.00
	07/24/2024		Live Bee Removal (1) - Esplendido	110.00
	07/24/2024		Live Bee Removal (2) - Morgan	220.00
	07/24/2024		Live Bee Removal (1) - Sunflower	110.00
	07/24/2024		Live Bee Removal (1) - Highview	110.00
	07/24/2024		Live Bee Removal (1) - Primrose	110.00
	07/24/2024		Live Bee Removal (1) - Capalina	110.00
	07/24/2024		Live Bee Removal (1) - Avocado	110.00
	07/24/2024		Live Bee Removal (1) - Barbara	110.00
	07/24/2024		Live Bee Removal (2) - Longfellow	220.00
	07/24/2024		Live Bee Removal (2) - Hannalei	110.00
	07/24/2024		Live Bee Removal (1) - Crescent	110.00
	07/24/2024		Live Bee Removal (1) - Sunrise	110.00
	07/24/2024		Live Bee Removal (1) - Oak	110.00
	07/24/2024		Live Bee Removal (1) - Alta Vista	110.00
	07/24/2024		Live Bee Removal (1) - Dearhaven	110.00
	07/24/2024		Live Bee Removal (1) - Alta Vista	110.00
	07/24/2024		Live Bee Removal (1) - Cypress	110.00
	07/24/2024		Live Bee Removal (1) - Bella Vista	110.00
75319	07/24/2024	InfoSend Inc	Support & Storage 06/2024	1,766.80
75320	07/24/2024	Lawnmowers Plus Inc	Diamond Chain for Concrete Chainsaw	646.49
75321	07/24/2024	Lightning Messenger Express	Messenger Service 07/12/24	72.00
75322	07/24/2024	Mallory Safety and Supply, LLC	Vest Lime Hi-Viz MED (10)	223.54
	07/24/2024		Vest Lime Hi-Viz LG (5)	111.77

Payment Number	Payment Date	Vendor	Description	Amount
75323	07/24/2024	MRC, Smart Technology Solutions	Managed Print Services	334.76
75324	07/24/2024	Mutual of Omaha	LTD/STD/Life Insurance 08/2024	6,566.56
75325	07/24/2024	North County Auto Parts	Shop Chemicals, Oil, Wiper Blades	265.38
	07/24/2024		Air Temperature Sensor (1) - Truck 23	34.95
75326	07/24/2024	North County Industrial Park	Association Fees 08/2024	1,028.22
75327	07/24/2024	Toyota Carlsbad	Motor Mounts (2) - Truck 74	123.59
75328	07/24/2024	One Source Distributors	Motor Control Panel Labels (33)	474.06
75329	07/24/2024	O'Reilly Auto Parts	Belts for Valve Turner (4)	57.03
75330	07/24/2024	Pacific Pipeline Supply	12" Flange 45 Degree Ell (1)	816.68
75331	07/24/2024	Quality Chevrolet	Suspension Parts - Truck 14	25.97
75332	07/24/2024	RIB Software North America	ICE Software Maintenance & Support	1,850.00
75333	07/24/2024	Ruby Slipper Shoes & Repair	Boot Resole	95.00
75334	07/24/2024	San Diego State University	Scholarship Award	2,000.00
75335	07/24/2024	Southern Counties Lubricants, LLC	Fuel 07/01/24 - 07/15/24	7,195.10
75336	07/24/2024	Midas Service Experts	Tires (4) - Truck 62	1,161.40
	07/24/2024		Alignment - Truck 62	89.99
75337	07/24/2024	Total Compensation Systems, Inc	Valuation & GASB 75	7,200.00
75338	07/24/2024	Underground Service Alert of Southern California	Safe Excavation Board Fees	153.74
	07/24/2024		New DigAlert Tickets (265)	473.75
75339	07/24/2024	UniFirst Corporation	Uniform Service	250.46
75340	07/24/2024	Valley CM, Inc	E Reservoir Replacement & Pump Station 05/2024	3,224.13
	07/24/2024		E Reservoir Replacement & Pump Station 06/2024	3,472.25
75341	07/24/2024	Verizon Wireless	SCADA Remote Access	407.36
	07/24/2024		Air Cards (4)	152.04
75342	07/24/2024	TS Industrial Supply	Shovel Round Point (6)	233.82
	07/24/2024		Abrasive Mesh Roll 180G (5)	134.77
	07/24/2024		Locks 2029 Master (30)	539.92
	07/24/2024		Shovel Spade (5)	318.26
	07/24/2024		Measuring Tape 25' Engineering (6)	125.35
	07/24/2024		Hat Hard Full Brim with Ratchet Head Gear (4)	121.24
	07/24/2024		Shovel Square Point (3)	116.91
	07/24/2024		Shovel Mud (1)	81.20
	07/24/2024		Mirror 2"x3.5" Telescopic (1)	27.39
	07/24/2024		Abrasive Mesh Roll 120G (8)	236.94
	07/24/2024		Mirror 3.25" Diameter Telescopic (1)	28.85
Grand Total:				1,168,181.04



STAFF REPORT

Agenda Item: 7

Board Meeting Date: August 7, 2024
Prepared By: Randy Whitmann, Frank Wolinski, Shallako Goodrick and Lesley Dobalian
Approved By: Brett Hodgkiss

SUBJECT: DIVISION REPORTS

RECOMMENDATION: Note and file informational report.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

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

ENGINEERING DIVISION

July

- The District has replaced approximately 10.82 miles of Nipponite pipe since 2002 with 5.10 miles remaining as shown below. Replacement of 1.42 miles of Nipponite pipe is currently in design.

Miles of Nipponite Remaining

Diameter	Risk			Total
	High	Medium	Low	
4-inch	0.04	0.33	0.00	0.38
6-inch	0.00	0.10	0.34	0.44
8-inch	0.40	1.01	1.03	2.44
Sub-total	0.44	1.45	1.37	3.26
10-inch	0.28	0.14	0.53	0.95
12-inch	0.00	0.00	0.90	0.90
Total	0.73	1.58	2.79	5.10

- The District has replaced approximately 908 feet (0.17 miles) of pipe (steel – 908 feet, PVC – 0 feet, non-Nipponite asbestos cement – 0 feet and Nipponite – 0 feet) in Fiscal Year 2025.
- Edgehill (E) Reservoir Replacement and Pump Station – Gateway Pacific to continued closing out the project.
- Deodar Reservoir Rehabilitation – Pacific Hydrotech continued retaining wall construction.
- Projects along Flume
 - The Villages – 380 dwelling unit residential subdivision along Country Club Lane, between Nutmeg Street and Pamela Lane in Escondido. Project is under construction; storm drain work along the Jones Siphon and the relocation of an 18-inch transmission main that feeds the Bennett service area have been completed.
 - Nutmeg Homes – 137 dwelling unit residential subdivision along Nutmeg Street between Centre City Parkway and Interstate 15 in Escondido. Project is in the design phase and requires District review and approval of grading, street and utility improvement plans along Nutmeg Street. Draft plans call for additional fill along Nutmeg Street and over approximately 400 feet of the Caldwell

Siphon section of the Flume. The District has approved agreements to allow the additional fill, quitclaim the portion of the District's Flume easement over the property, and participate in the project's Community Facilities District. Grading plans have been signed and staff is currently working with the developer to finalize their improvement plans.

August

- Mainline Replacement Projects in design (current projects): Lonsdale Ln.*, Alta Vista Dr., Vale Terrace Dr., Lower Ln., Easy St.*, McGavran Dr., Plumosa Ave., Via Christina, Lado De Loma Dr.*, Eddy Dr., Rancho Vista Rd., Indiana Ave.*, Camino Patricia, Camino Corto, Goetting Wy., Rancho Vista Rd., Bandini Pl., Oro Avo Dr. *, Shale Rock Rd., Nevada Ave., N. Citrus Ave., Lemon Ave., Hillside Terrace, Buena Creek Rd., Estrelita Dr., Victory Dr., Oak Dr.*, Queens Wy. (Total length = 11.10 miles).
- Mainline Replacement Projects in planning (future projects): Camino Culebra*, Catalina Ave.*, Friendly Dr.*, E. Vista Wy., Nordahl Rd.*, HN Line - Gopher Canyon Rd. to Fairview Dr., Buena Creek Rd.*, West AB Line – Esplendido Ave. to Bella Vista Dr.*, East AB Line – Esplendido Ave. to Las Posas Rd., Colavo Dr.*, HP Line – Hardell Ln. to Camino de las Lomas, Crescent Dr.*, Descanso Ave., San Clemente Ave.* (Total length = 4.71 miles).
- Edgehill (E) Reservoir Replacement and Pump Station – Gateway Pacific to continue closing out the project.
- Deodar Reservoir Rehabilitation – Pacific Hydrotech to continue retaining wall construction, backfilling and grading operations.

*Nipponite pipe

ADMINISTRATION DIVISION

July

- Issued a news release announcing the District's 2024 WaterSmart Landscape Contest winner.
- Completed the recruitment for the Water Resources Manager position; Mark Saltz accepted a promotion to the position.
- Continued recruitments for Utility Worker Trainee, Maintenance Worker, Senior Facilities Worker and Equipment Operator positions.
- Began recruitments for Facilities Supervisor and Meter Reader Trainee positions.

August

- Issue a news release regarding the District receiving the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the 17th year.
- Continue recruitments for Utility Worker Trainee, Maintenance Worker, Senior Facilities Worker, Facilities Supervisor, Meter Reader Trainee and Equipment Operator positions.

OPERATIONS & FIELD SERVICES

July

- Water Quality Calls/Incidents for July – received one taste and odor and one discolored water call. Both calls were investigated and determined to be private plumbing issues.
- Inspected and tested five new backflow devices that were integrated into the District's cross-connection control program.
- Edgehill (E) reservoir pump station SCADA project – continued SCADA wire terminations and testing.
- Began collecting Triennial Lead and Copper samples.
- Continued weed abatement at various reservoirs and the flume.

- Continued twin stands replacement project on Borden Bench.
- Continued mainline replacement of steel and non-Nipponite AC pipe on Independence Way – install approximately 6,100’ of various sizes of PVC pipe, 84 services and 10 hydrant laterals. Approximately 80% complete.

August

- Continue Edgehill (E) reservoir pump station SCADA project.
- Continue Triennial Lead and Copper sampling.
- Continue twin stands replacement project on Borden Bench.
- Continue mainline replacement of steel and non-Nipponite AC pipe on Independence Way – install approximately 6,100’ of various sizes of PVC pipe, 84 services and 10 hydrant laterals.

Electrical Energy Use at VID Headquarters

June 2024

Description	Current Month Production	Average of Last 12 Months	Total, Fiscal Year-to-Date
	(kWh)	(kWh)	(kWh)
Solar Production (\$0.19 per kWh)	28,240	18,328	219,930
Power purchased from Direct Energy (\$0.05 per kWh)	19,451	25,580	306,963
TOTAL ELECTRICAL ENERGY USE	47,691	43,908	526,893

WATER RESOURCES DIVISION

VID Water Production

June 2024

Description	Current Month Production		Average Production Last 12 Months		Total, Fiscal Year to Date
	(mgd)	(af)	(mgd)	(af)	(af)
VID's EVWTP Water Production					
Local Water	5.28	486.10	4.15	387.88	4,654.50
SDCWA Raw Water	10.89	1,002.70	8.07	757.07	9,084.80
Subtotal (EVWTP Water Production)	16.17	1,488.80	12.22	1,144.94	13,739.30
Oceanside Contract Water	0.00	0.00	0.60	56.31	675.70
SDCWA Treated Water	-0.05	-4.60	0.76	71.85	862.20
TOTAL WATER PRODUCTION	16.12	1,484.20	13.58	1,273.10	15,277.20

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

Lake Henshaw

Storage as of July 25, 2024:	22,919 af (44% of 51,832 af capacity)
Current releases:	~50 cfs (releases resumed on July 3, 2024)
Change in storage for month of June:	1,506 af (loss)
Total releases for month of June:	597 af
Fiscal year-to-date rain total:	0 inches (July 29, 2024)

Percent of average yearly rain: 0% (30-year average: 23.90 inches)
Percent of average year-to-date rain: 0% (30-year average through June: 0.19 in.)

Warner Ranch Wellfield

Number of wells running in May: 0 (minimal pumping for maintenance)
Total production for month of May: 8.5 af
Average depth to water table (June): 64 ft (see attached historical water table chart)

July

- Harmful Algal Blooms (HABs)
 - Performed HABs sampling in Lake Henshaw on June 19 and June 24, 2024, and July 1, July 8, July 15, and July 22, 2024. Microcystin concentrations were “non-detect” or below the “caution threshold” for all of these samples. Anatoxin-a concentrations were “non-detect” for all samples. Sampling was conducted on July 29, 2024; results are pending as of the writing of this report.
 - Treated Lake Henshaw with peroxide-based algaecide on July 8 through July 9, 2024 and on July 22 through July 25, 2024.
 - Resumed Lake Henshaw releases on July 3, 2024, following treatment with copper-based algaecide to mitigate a developing algal bloom. Releases resumed once copper concentrations in the lake fell to levels permitted by the State Water Resources Control Board for downstream releases.
- Participated in a consultation meeting with the San Luis Rey Indian Water Rights Settlement Implementing Parties on July 30, 2024.
- Coordinated with the California Department of Forestry and Fire Protection (CAL FIRE) to facilitate their use of water from Lake Henshaw and Well 59 to fight the Grove Fire in San Diego County near Sunshine Summit.

August

- Continue to monitor Lake Henshaw for HABs and treat with multiple peroxide-based algaecide applications.

ATTACHMENTS:

- Lake Henshaw Resort, Inc., Activity Reports – May 2024
- VID's Warner Wellfield – Water Table Depth vs. Monthly Wellfield Production
- Fiscal Year 2024 Budget and Expenses related to HABs

ACHIEVEMENTS – FISCAL YEAR 2025

- Received Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the 17th year (July)
- Metropolitan Water District authorized entering into a not-to-exceed \$500,000 funding agreement with the San Diego County Water Authority under the Future Supply Actions Funding Program for the District’s Lake Henshaw Oxygenation Pilot Study (July).

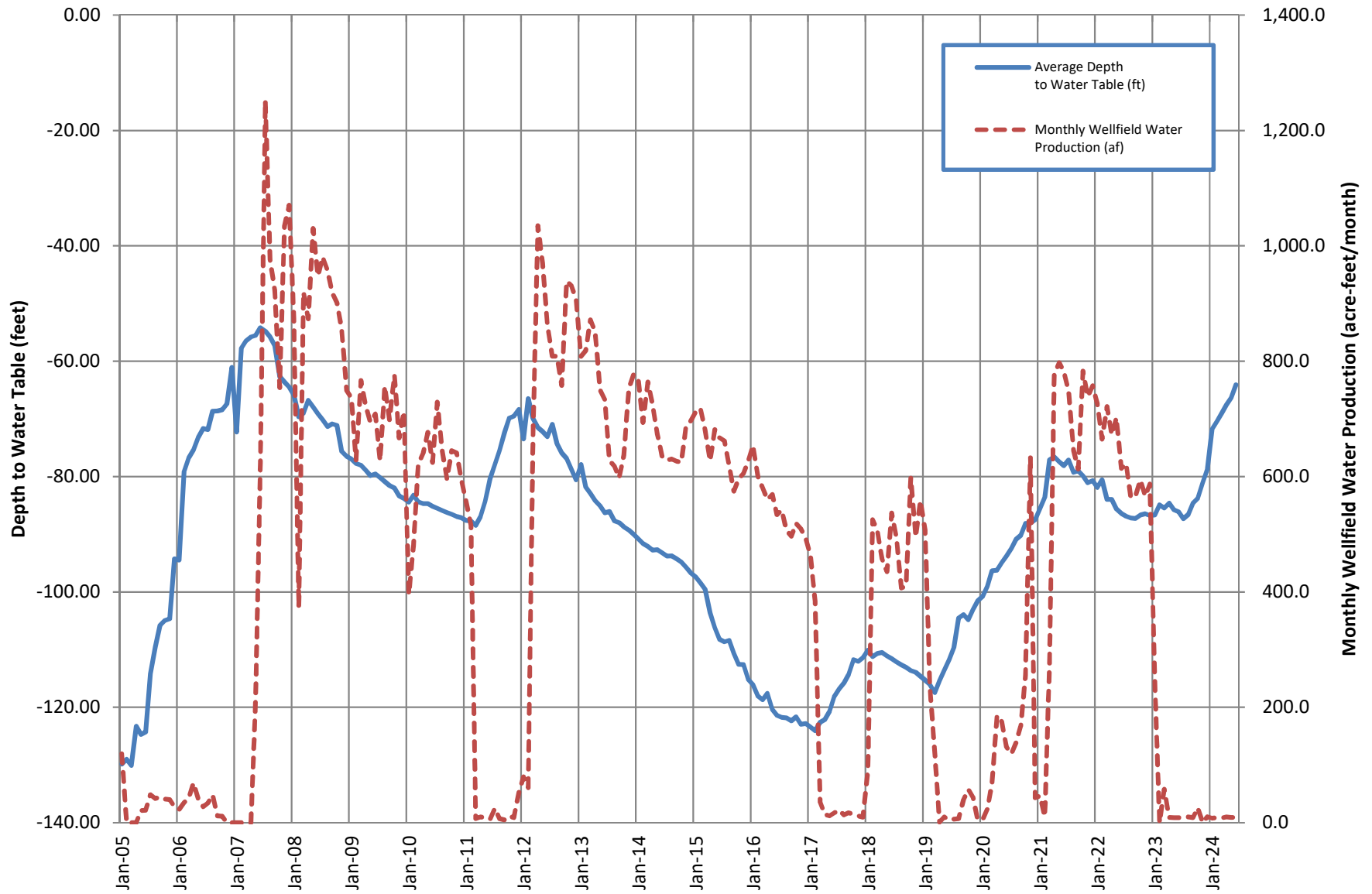


**LAKE HENSHAW RESORT, INC.
ACTIVITY REPORT
AS OF MAY 31, 2024**

	2023 May	2023 Jun	2023 Jul	2023 Aug	2023 Sep	2023 Oct	2023 Nov	2023 Dec	2024 Jan	2024 Feb	2024 Mar	2024 Apr	2024 May	12 MO AVG
Fishing Permits	635	1,019	671	441	562	379	262	148	116	159	123	498	775	429
Boat Launches	44	48	37	26	31	15	12	7	18	6	3	1	56	22
Motor Boats (full day rental)	35	43	31	30	29	14	15	19	19	0	6	13	46	22
Motor Boats (half day rental)	8	3	26	9	11	3	1	0	0	0	0	0	4	5
Campground/Head Count	2,157	820	1,318	453	1,002	581	112	10	10	84	88	249	1,441	514
Campground/Cars, Trucks, etc.	732	268	416	244	426	204	50	29	30	40	27	94	556	199
Campground/Recreational Vehicles	6	0	16	0	1	31	0	0	0	0	0	0	5	4
Mobile Home/Spaces	70	71	72	72	72	71	76	76	72	72	72	72	70	72
M.H.P. (Residents/Head Count)	101	101	101	101	101	100	108	108	103	103	103	103	101	103
Storage	6	6	6	6	6	6	6	6	6	7	6	6	6	6
Cabins	187	51	215	130	235	152	96	137	67	74	164	153	163	136
Hunters	0	0	0	0	0	0	0	76	79	0	0	0	0	13

VID's Warner Wellfield

Water Table Depth vs. Monthly Wellfield Production



FY 2024 Budget and Expenses related to HABs

as of 07/29/2024

Description		Amount
Water Quality Testing Services & Supplies		
Cyanotoxin/Cyanobacteria Testing - Bend Genetics	\$	132,595
Other Lab Testing	\$	78,404
Sample bottles, misc. supplies & equipment	\$	1,468
Shipping	\$	20,834
Subtotal, approx. total expenses	\$	233,301
VID Portion of approximate expenses	\$	116,650.46
VID FY 2024 Budget	\$	64,700
Percent of VID Budget		180%
Water Treatment Services & Supplies		
Copper algaecide purchase	\$	206,927
Copper algaecide application	\$	47,750
Peroxide algaecide purchase	\$	1,221,432
Peroxide algaecide application	\$	202,035
Lanthanum-modified clay purchase	\$	910,272
Lanthanum-modified clay application	\$	74,850
Subtotal, approx. total expenses	\$	2,663,266
VID Portion of approximate expenses	\$	1,331,633
VID FY 2024 Budget	\$	1,201,598
Percent of VID Budget		111%
HABs Consultants	\$	152,289
VID Portion of approximate expenses	\$	76,144.74
VID FY 2024 Budget	\$	105,000
Percent of VID Budget		73%
Total VID Expenses, FY 2024 to date	\$	1,524,428



STAFF REPORT

Agenda Item: 8

Board Meeting Date: August 7, 2024
Prepared By: Susan Montgomery
Reviewed By: Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: TREASURER’S REPORT AS OF JUNE 30, 2024

RECOMMENDATION: Informational report concerning the investments of the District.

SUMMARY: Attached for review by the Board of Directors is the Treasurer’s Report as of June 30, 2024. The report is formatted to provide information as required by the California Government Code and the Vista Irrigation District Investment Policy. The Treasurer’s Report contains both an investment summary and a detailed security listing. Also attached is a five-year cash flow forecast, which indicates the District’s investments are sufficiently liquid to meet anticipated cash flow needs.

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

As of June 30, 2024, the net unrealized gain on the portfolio was as follows:

	<u>Unrealized Gain (Loss)</u>
Treasury Bills	\$ 280,305
LAIF	<u>(26,150)</u>
Net Unrealized Gain	<u>\$ 254,155</u>

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

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

	<u>6/30/20</u>	<u>6/30/21</u>	<u>6/30/22</u>	<u>6/30/23</u>	<u>6/30/24</u>
Total Portfolio	\$44,990,612	\$46,540,206	\$49,475,273	\$29,234,740	\$31,162,526
Unrealized Gain (Loss)	\$285,449	\$16,310	\$ (248,842)	\$ 182,060	\$ 254,155
Weighted Average Maturity	80 Days	77 Days	72 Days	75 Days	64 Days
Portfolio Interest Rate	0.98%	0.13%	0.98%	4.31%	4.95%

ATTACHMENTS:

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

Vista Irrigation District
TREASURER'S REPORT
June 30, 2024

<u>Category</u>	<u>Maturity Value</u>	<u>Percentage Permitted by Board Policy</u>	<u>Actual Percentage</u>	<u>Weighted Average Maturity (in Days)</u>	<u>Current Interest Rate</u>
Cash and Cash Equivalents					
Checking/Petty Cash	\$ 1,098,538	n/a	3.5%	0	0.00%
California Asset Management Program	11,915,639	40%	38.2%	1	5.44%
Local Agency Investment Fund	7,098,349	40%	22.8%	1	4.52%
	<u>20,112,526</u>		<u>64.5%</u>	<u>1</u>	<u>4.82%</u>
Securities					
U.S. Treasury	11,050,000	100%	35.5%	179	5.19%
Total Portfolio	<u><u>\$ 31,162,526</u></u>		<u><u>100.0%</u></u>	<u><u>64</u></u>	<u><u>4.95%</u></u>

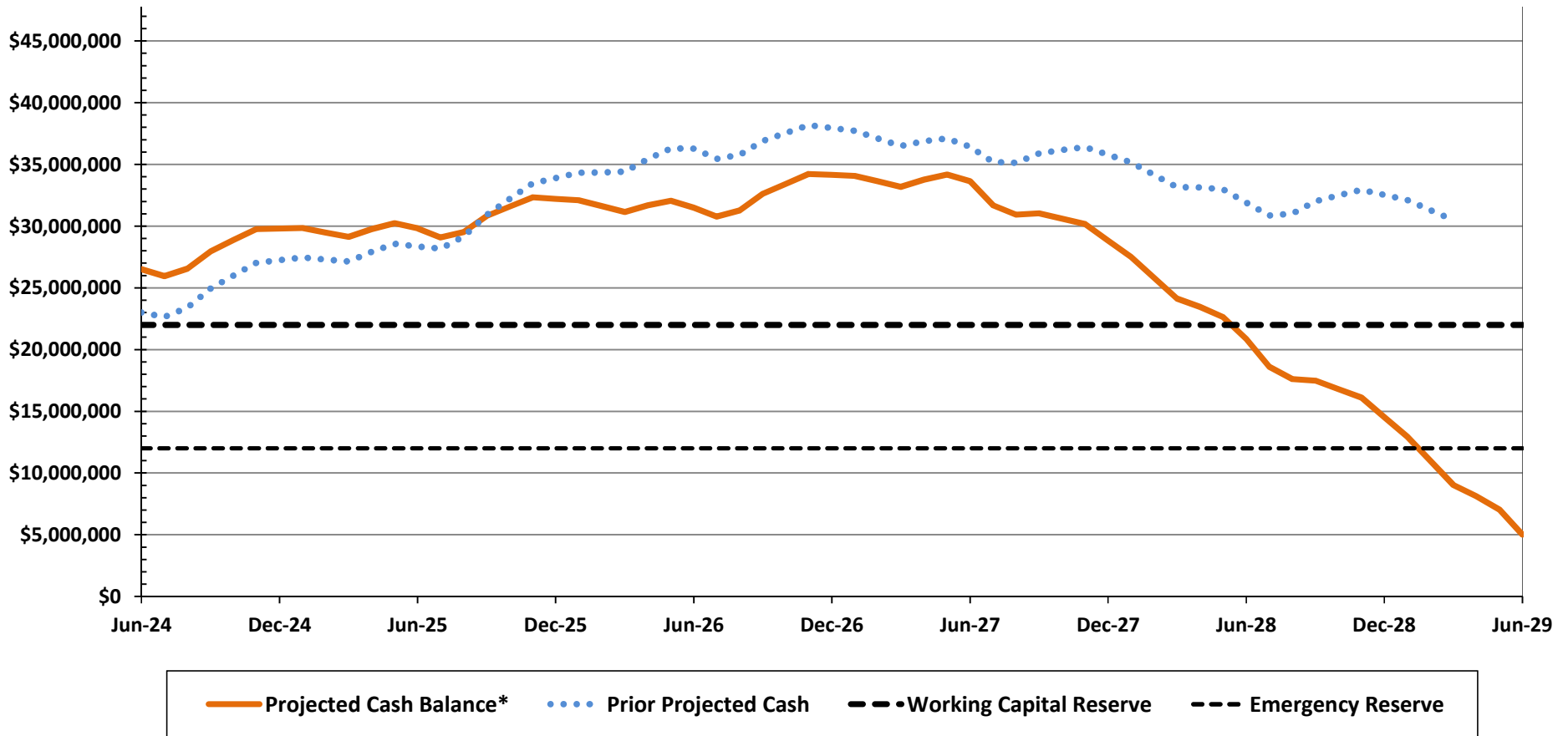
Notes:

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

Vista Irrigation District
SECURITIES DETAIL
June 30, 2024

Issuer	Investment Type	Interest Rate	Maturity Date	Days to Maturity	Maturity Value	Cost	Market Value	Unrealized Gain
U.S. Treasury	Treasury Bill	5.428%	07/11/24	11	\$ 850,000	\$ 805,911	\$ 848,660	\$ 42,749
U.S. Treasury	Treasury Bill	5.351%	08/08/24	39	850,000	806,512	845,259	38,747
U.S. Treasury	Treasury Bill	5.417%	09/05/24	67	850,000	805,996	841,887	35,891
U.S. Treasury	Treasury Bill	5.488%	10/03/24	95	850,000	805,438	838,562	33,124
U.S. Treasury	Treasury Bill	5.433%	10/31/24	123	850,000	805,868	835,206	29,338
U.S. Treasury	Treasury Bill	5.214%	11/29/24	152	850,000	807,470	831,912	24,442
U.S. Treasury	Treasury Bill	4.841%	12/26/24	179	850,000	810,509	828,699	18,190
U.S. Treasury	Treasury Bill	4.814%	01/23/25	207	850,000	810,723	826,379	15,656
U.S. Treasury	Treasury Bill	4.950%	02/20/25	235	850,000	809,649	822,911	13,262
U.S. Treasury	Treasury Bill	5.062%	03/20/25	263	850,000	808,661	819,775	11,114
U.S. Treasury	Treasury Bill	5.177%	04/17/25	291	850,000	807,758	816,760	9,002
U.S. Treasury	Treasury Bill	5.155%	05/15/25	319	850,000	807,930	813,710	5,780
U.S. Treasury	Treasury Bill	5.177%	06/12/25	347	850,000	807,758	810,768	3,010
		<u>5.193%</u>		<u>179</u>	<u>\$ 11,050,000</u>	<u>\$ 10,500,183</u>	<u>\$ 10,780,488</u>	<u>\$ 280,305</u>

**Vista Irrigation District
CASH FLOW PROJECTION
through June 2029**



Emergency Reserve	\$12 million
Working Capital Reserve	\$10 million
Total Reserves	\$22 million

*The Projected Cash Balance has been updated to include Vista Flume Replacement Project costs as well as revised costs for the Pechstein II Reservoir and Pechstein I repairs; the March 2024 Prior Projected Cash did not include these costs. While Projected Cash Balance has been updated as described, it does not include additional revenue derived from future water rate adjustments and financings to fund these capital projects; this is why the Projected Cash Balance line moves below both reserve levels in 2028. Future water rate adjustments and financings will be necessary to fund these critical infrastructure projects.



STAFF REPORT

Agenda Item: 9

Board Meeting Date: August 7, 2024
Prepared By: Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: EXCELLENCE IN FINANCIAL REPORTING AWARD

RECOMMENDATION: Receive Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

PRIOR BOARD ACTION: The Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2023 was presented to the Board on January 3, 2024.

FISCAL IMPACT: \$460 for the application fee.

SUMMARY: The District earned the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for its ACFR for the Fiscal Year ended June 30, 2023.

DETAILED REPORT: The District is a member of the GFOA, which is a professional association serving more than 23,000 government finance professionals with offices in Chicago, IL and Washington, D.C. The mission of the GFOA is to advance excellence in public finance. Each year the GFOA recognizes governmental agencies for their success in achieving the highest standards in governmental accounting and financial reporting. This is the seventeenth year that the District has received this award.

The GFOA established the Certificate of Achievement for Excellence in Financial Programs in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare ACFRs that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

The District submitted its ACFR for the Fiscal Year ended June 30, 2023 to the GFOA for consideration of this award. The ACFR not only includes the District's financial statements, but also other transmittal, supplementary and statistical information necessary to be considered for this award.

ATTACHMENT: Award Certificate



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Vista Irrigation District
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO



WARNER RANCH

COMMITTEE REPORT

Agenda Item: 10

Board Meeting Date:

August 7, 2024

Prepared By:

Dirs. Miller and MacKenzie

SUBJECT: HETTINGA GRAZING LICENSE

RECOMMENDATION: Approve proposed Grazing License Agreement with Ellen Hettinga.

PRIOR BOARD ACTION: At its January 18, 2006 meeting, the Board authorized the General Manager to execute a grazing lease with Hein Hettinga; the lease was amended on February 6, 2008 and December 8, 2010. At its October 18, 2017 meeting, the Board authorized the General Manager to execute a year to year Grazing License Agreement (License) with Hein Hettinga, which took effect on January 1, 2018.

FISCAL IMPACT: The current base fee amount is \$19,864 per month. The supplemental license fee is \$16.54 per "Animal Unit Month" (as defined in the license agreement) for the number of cattle over 1,200; the total amount derived from this fee varies from month-to-month based on the number of cattle being grazed above 1,200. Fee revenue generated by this license totaled just over \$276,000 in calendar year 2023.

SUMMARY: Hein Hettinga held long term grazing leases/licenses with the District and was a responsible and responsive licensee until his passing in late 2023. The District has been in communication with members of the Hettinga family who wish to continue operating under the terms of the License with Hein Hettinga. The Hettinga family is requesting that the District enter into a new License with Ellen Hettinga, Hein's spouse, as an individual.

DETAILED REPORT: If approved, the term of the License would commence on October 8, 2023 and continue from year to year unless either party gives notification to modify or terminate the License in its entirety; either party may terminate the License with a 180 day written notice of intent to terminate the License. Part III, Special License Provisions, adds provisions specific to this License (e.g. Stock Water, Water and Sewer to Ranch House, Pest Control, etc.) to sections contained in Part II, General License Provisions. The Hettinga family and their staff have demonstrated stewardship and cooperation with the District during their long-term operations.

At its July 11, 2024 meeting, the Warner Ranch Committee reviewed the proposed License with Ellen Hettinga; the Committee recommends that the Board approve the proposed License. The Committee requested that staff reach out to the Hettinga family and ask about their long-term plans for grazing on the Warner Ranch. Staff has talked with the Hettinga family who indicated their interest in continuing long-term operations under the License.

ATTACHMENT: Hettinga Grazing License

GRAZING LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into as of October 8, 2023 by and between the **VISTA IRRIGATION DISTRICT**, a political subdivision of the State of California organized under the Irrigation District Law, California Water Code Section 20500, et seq. (“VID”), and **ELLEN HETTINGA**, an individual, as Licensee (“Licensee”).

PART I

FUNDAMENTAL LICENSE TERMS

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

1.1.1 Licensed Property. Portions of the Warner Ranch consisting of the Rancho San Jose del Valle and Rancho Valle de San Jose, comprising approximately 24,600 acres, as described and shown on a map attached hereto as Part IV and incorporated herein by this reference (“Premises”).

1.1.2. Use of Premises. For and during the term of this License, Licensee shall use the Premises solely and exclusively for heifer replacement herd for dairies and grazing of feeder stock in times when there is excess grass.

1.2 Term. This License shall commence on October 8, 2023 (“Commencement Date”) and shall continue from year to year unless either party gives notification to modify or terminate the License in its entirety pursuant to Paragraph 2.8.

1.3 Termination.

1.3.1 This License may be terminated by either party with a 180 day written notice of intent to terminate the License.

1.3.2 The Licensee may elect to terminate this License with 90 days written notice if, through no fault of its own, one-third or more of the Premises have been burned or otherwise made unusable for the purpose intended.

1.3.3 Licensee shall be in material default under the terms of this Agreement if Licensee fails to pay any amount due under this Agreement or fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it and such default continues for 30 calendar days after such performance is due. If an event of default occurs under this Agreement, VID may, at its option, terminate this Agreement at any time thereafter by giving notice to the Licensee at least five business days before the termination is to be effective. If the Agreement is terminated under this provision, Licensee shall remove all its personal property from the Property within 20 calendar days. If such removal is not completed within the 20 days, VID may, at its option, take such measures as VID, in its sole discretion, deems necessary to accomplish such complete removal and the expenses therefor will be paid by Licensee within 10 days of demand.

1.4 License Consideration.

1.4.1 Initial and Base License Fee. Licensee shall pay to VID an initial fee for the use of the Premises in the amount of \$69,833.52 for the period October 8, 2023 through December 31, 2023. Licensee shall pay to VID an annual fee (the “Base License Fee”) beginning in January 1, 2024 through December 31, 2024 (“First Year”), payable in advance in monthly installments of \$19,863.94 for each and every month during the First Year, and indexed to the Consumer Price Index for all subsequent years as described below. "AUM" shall mean the forage consumed by one mature animal unit (weighing 700 pounds or more) in one month, or “Animal Unit Month”. Any weaned animal weighing less than 700 pounds shall be considered one-half AUM. Commonly, a weaned calf shall be deemed one-half AUM until it reaches nine months of age, at which time and thereafter it shall be deemed a full AUM. A cow and her unweaned calves together shall be considered one AUM. Beginning with the second year (January 1, 2025 through December 31, 2025) and for every subsequent year, the yearly Base License Fee (and supplemental license fee, as described below) shall be adjusted as indexed for inflation. The index shall be taken as the first half semiannual average (January through June) of the Consumer Price Index, All Urban Consumers, San Diego published by the United States Department of Labor, Bureau of Labor Statistics (“Index”). For the first year, the value of the Index is 358.515 subsequent base and supplemental license fees shall be adjusted by the percentage change in the value of the Index. In the event that the United States ceases to publish or maintain the Index, upon written notice to Licensee, VID shall use a similar index published by the United States or, if none is published by the United States, a similar index published by State of California or another governmental entity.

1.4.2 Supplemental License Fee. Any month when the AUM count on the Premises is over 1,200 AUM, a supplemental license fee of \$16.54 per AUM month (during the First Year) for each AUM over 1,200 shall be paid. All supplemental license fees shall be computed and paid monthly, with the base license fee. There shall be no deduction or offset against the base license fee when there are less than 1,200 AUM on the Premises in any month. Licensee shall furnish VID a written report of the AUM count for each month which shall accompany any supplemental license fee which may be due. Beginning January 1, 2025, this supplemental license fee shall be adjusted for inflation as described in Paragraph 1.4.1.

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

1.6 Attachments. This License incorporates by reference the following Attachments to this License:

Part I:	Fundamental License Terms
Part II:	General License Provisions
Part III:	Special License Provisions
Part IV:	Premises

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

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

<p>VISTA IRRIGATION DISTRICT</p> <p>By: _____</p> <p>Brett Hodgkiss General Manager</p>	<p>Ellen Hettinga An Individual</p> <p>By: _____</p> <p>Name: Ellen Hettinga</p> <p>Licensee Information:</p> <p>Address for Notices: Ellen Hettinga Ranch PO Box 51360 Irvine, CA 92619 Phone: (949) 725-0953 Mobile Phone: (949) 486-9686</p>
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PART II

GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

2.1.1 Timing of Payment. The payments to VID shall be made on or before the fifteenth day of each calendar month, and any payment or portion thereof made after that date shall be considered late. The Licensee shall pay to VID a late charge as set forth in Paragraph 2.2.1.

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

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

2.2 Charges for Payment of License Fee

2.2.1 If any payment of any License Fee or any other sum due VID is not received by VID on or before the fifteenth day of each calendar month, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount shall become immediately due and payable to VID. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

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

2.2.3 Acceptance by VID of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

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

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

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

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

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

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

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

2.4 Insurance. Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to VID, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than "A" and financial category VII or equivalent or as otherwise approved by VID.

2.4.1 Licensee shall take out and maintain minimum insurance. If the Licensee maintains broader coverage and/or higher limits than the minimums shown, VID requires and shall be entitled to the broader coverage and/or higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VID. Licensee shall take out and maintain the following insurance:

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

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

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

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

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

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

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

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

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

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

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

(a) “The Vista Irrigation District, its officers, directors, employees, representatives and authorized volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the Vista Irrigation District. The coverage shall contain no special limitations on the scope of protection afforded to the Vista Irrigation District, its officers, directors, employees, representatives and volunteers.” The Vista Irrigation District, its officers, directors, employees, representatives and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

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

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Vista Irrigation District shall not be liable for the payment of premiums or assessments on this policy.” For any claims related to this License, the Licensee’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to VID, its officers, directors, employees, representatives and authorized volunteers. Any insurance or self-insurance maintained by VID, its directors, officers, employees, representatives and authorized volunteers shall be excess of the Licensee’s insurance and shall not contribute with it.

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

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

2.4.3 Evidence of Coverage. Licensee shall at the time of the execution of the License present to VID the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (at least as broad as ISO Form CG

20 10 10 01), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Licensee's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with VID. Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

2.5 Indemnification

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

2.5.2 Indemnification. To the extent permitted by law, irrespective of any insurance carried by Licensee for the benefit of VID, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify, defend at its own expense (with counsel acceptable to VID) and hold VID and its officers, directors, employees, representatives and authorized volunteers harmless from and against any and all actions, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent, contractor or volunteer of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises

or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of VID, and/or acts for which VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID. In connection therewith:

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

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

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

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

2.6 Legal Relations and Responsibilities

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

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

2.6.3 Assignment. The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall

automatically terminate this License, unless Licensee has obtained the prior written consent of VID, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

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

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

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

2.6.7 VID's Reservations

2.6.7.1 VID hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event that Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to VID. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

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

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

VID further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.7.4 Except as expressly provided herein, this License is not exclusive. The District reserves the right to enter into and maintain other agreements, licenses, leases, and conveyances with other parties on the Premises for uses that do not materially interfere with the operations of the Licensee. By execution of this License, Licensee agrees to cooperate with the District and the parties to the District's business relationships.

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

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

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

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

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

2.6.13 Disputes. In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and

recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should VID be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to VID its costs and expenses incurred in such suit, including reasonable attorneys' fees.

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

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

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

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

2.7 Maintenance and Repair of Premises

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

2.7.2 Licensee's Default of its Maintenance Duties. In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, VID

shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from VID, VID may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and overhead, plus an administrative fee in the amount of twenty-five percent (25%) of the sum of such costs, shall be paid by Licensee to VID within ten (10) days of Licensee's receipt of a statement of such costs from VID. Any such maintenance, repair or replacement by or on behalf of VID shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.8 Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

[END GENERAL LICENSE PROVISIONS]

PART III

SPECIAL LICENSE PROVISIONS

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

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

2.3.1.6 No waste shall be permitted nor committed by Licensee and Licensee shall not overgraze or overstock the Premises. Licensee shall conduct all operations contemplated under this Agreement in accordance with good and accepted agronomic and environmental practices. Licensee shall comply with all written directives of the VID's Representative.

VID Representative may:

- a.) Determine the carrying capacity of the Premises from time to time and decide if cattle must be moved to other pastures or removed from the Premises to prevent overgrazing.
- b.) Approve the amount of supplemental feeding of animals upon the Premises proposed by Licensee when the carrying capacity of the Premises is exceeded, or, in the alternative, direct Licensee to remove from the Premises animals which might be in excess of the then existing carrying capacity of the Premises.
- c.) Identify practices that shall be amended or instituted in order to safeguard certain environmental or cultural resources on the Property.

2.3.1.7 Licensee shall not build any structures of any character upon the Premises.

3.2 Utilities and Services. The following is added to Paragraph 2.3.2 of this License:

2.3.2.1 Stock Water. VID shall provide sufficient water for Licensee's cattle, at no expense to Licensee, from existing wells and existing wellfield transmission facilities located on the premises. VID has installed storage tanks on the Warner Ranch as part of a stock water distribution system to be used in conjunction with cattle drinkers. VID shall maintain tanks it has installed as long as they provide beneficial use to the Licensee. When water is supplied from a pumped well, VID shall also maintain all lines into these tanks. When spring fed water is supplied, the Licensee shall maintain both the spring and all lines into the tanks. The locations of existing VID supplied tanks are as follows:

- a. Near Well #90 and downstream at the San Jose Corral drinkers;
- b. Near Well #75 and the "Big Corral";
- c. Near Well #13;
- d. Near Grammer Canyon;
- e. Near Well #80;
- f. KRC Tank near Highway 76 in East Lake Pasture; and
- g. Near Well #82 and the windmill.

Licensee, at no expense to VID, shall maintain all other lines from existing wells, existing wellfield transmission facilities, and stock water tanks to its drinkers. Licensee shall, at no expense to VID, maintain approximately thirty-six (36) developed stock water springs located on the leased premises. VID has no obligation to provide water under pressure for supplying stock water to Licensee. Licensee may utilize VID's pressures that VID maintains to operate its water production system. Should Licensee need stock water at a pressure greater than those maintained by VID in its normal operation of its water production system, Licensee shall install, operate and pay for any additional pumps or equipment and all energy costs.

2.3.2.2 Water and Septic at Ranch House. VID shall maintain the water and septic facilities that are used in common for the historic Warner-Carrillo Ranch House and the house occupied by the Licensee, including the well, water tanks, pipelines, and septic system that serve both facilities. VID shall pay for the power used to pump water from the well.

3.3 Licensee's Obligation to Maintain Premises. The following is added to Paragraph 2.7.1 of this License:

2.7.1.1 Licensee shall, at no expense to VID, maintain in good repair all fences and corrals on the Premises, including all fences along highways, roads and all Warner Ranch exterior or perimeter fences. Should Licensee's operations result in cattle grazing along the perimeter of Warner Ranch where fences do not exist, Licensee shall, at no expense to VID, construct fences so as to confine its cattle to the Premises. Except as otherwise provided herein, Licensee shall keep and maintain all improvements on the Premises, including cattle-handling facilities, cattle-guards, barns, dwellings and other appurtenances, in good condition and repair. Licensee shall be responsible for all maintenance and repairs needed to the house and barn occupied by Licensee as part the cattle grazing operations.

2.7.1.2 Licensee acknowledges that it has examined and is fully familiar with the Premises and all improvements and accepts them in their present condition. Licensee will save and hold harmless VID from and against any and all claims for labor and materials (except where otherwise stated herein) in connection with the improvements, repair, or alterations made to or upon the Premises by Licensee and defend VID therefrom with counsel acceptable to VID.

2.7.1.3 Pest Control. Lessee shall carry on all of its operations hereunder in accordance with good husbandry and sound agronomic and environmental practices, including, but not limited to, pest eradication and control, but only to the extent reasonably necessitated by

use of the Premises permitted by this License and as required by VID's Representative. Lessee shall, in all its operations under this License and at its expense, comply with all applicable laws, rules and regulations, including, but not limited to the California Occupational Safety and Health Act of 1973, as amended. Any chemicals, sprays, or materials used for any purpose must be approved by the VID's Representative for their compatibility with the District's water system operation.

3.4 Miscellaneous. The following is added to Paragraph 2.8. of this License:

2.8.11 Reports and Information. Upon request, Licensee shall furnish VID copies of all brand inspection reports covering all cattle shipped to or removed from the Premises. Licensee shall further afford VID full and complete access to books and records of Licensee at all reasonable times, or, in lieu thereof, furnish on demand, a statement, certified by a certified public accountant, covering Licensee's operations, including all expenses incurred insofar as the same relate to Licensee's utilization of the Premises.

Initial:

Licensee

VID

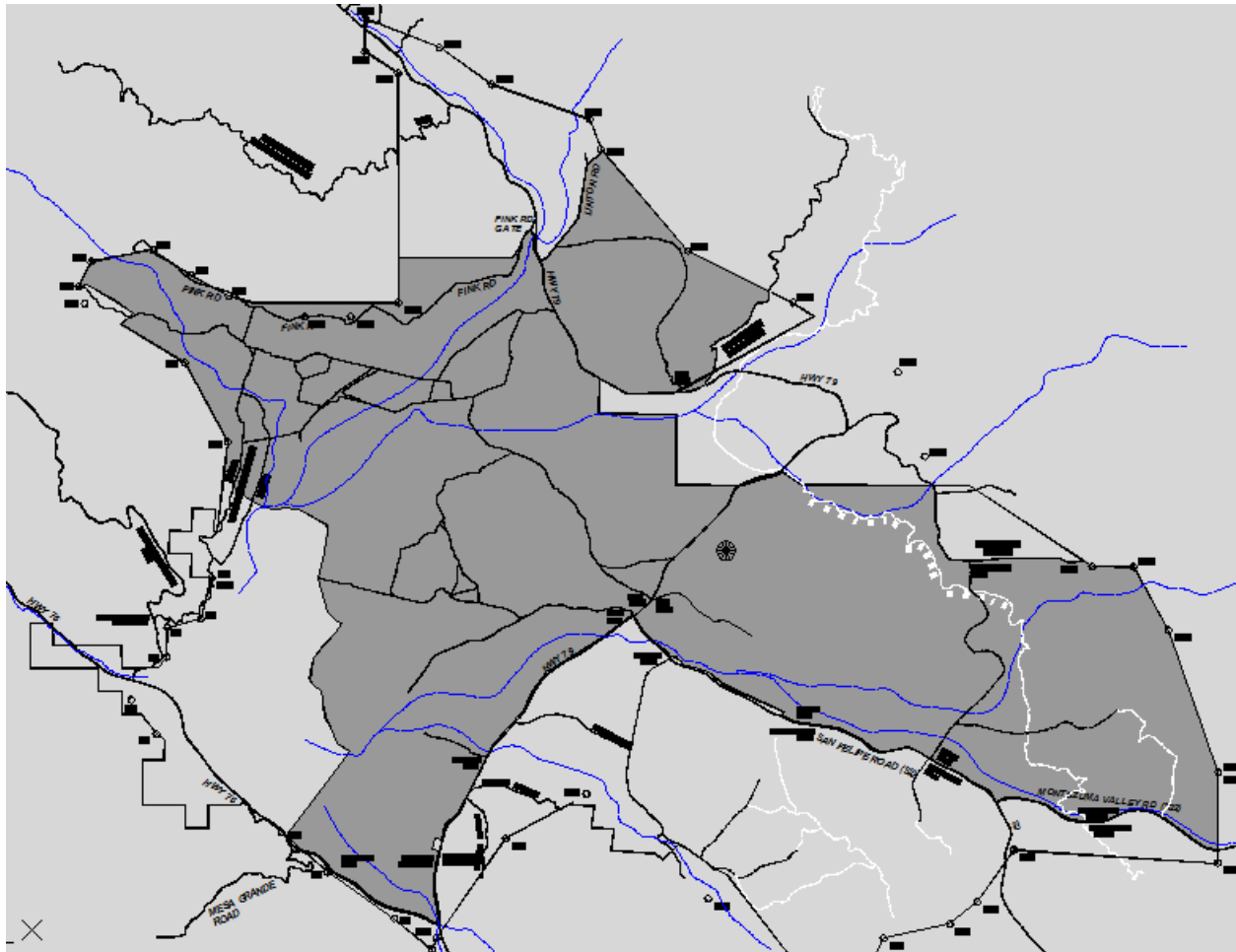
[END SPECIAL LICENSE PROVISIONS]

PART IV

Premises

The Premises shall generally consist of portions of the Rancho San Jose del Valle and Rancho Valle de San Jose on the Warner Ranch, *except* as follows: 1) pastures south of Highway 76; 2) pastures east of Highway 79 and south of San Felipe Road (County Road S-2); 3) pastures south of Montezuma Valley Road (County Road S-22); pastures north and east of Camino San Ignacio (the “Coyote Pasture”); 4) land north and east of Highway 79 and west of Linton Road (the Navy lease area). Portions of the “Lake Pasture” may be grazed by the Licensee on a seasonal basis subject to: 1) the Licensee shall furnish and remove temporary fencing to prevent cattle from having direct access to the waters of Lake Henshaw; and 2) the Licensee shall coordinate such use with VID staff.

The Premises are generally indicated by the shaded areas of the map shown below, and consist of about 26,400 acres, more or less.





Agenda Item: 11

STAFF REPORT

Board Meeting Date: August 7, 2024
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.



Agenda Item: 12.A

STAFF REPORT

Board Meeting Date: August 7, 2024
Prepared By: Ranae Ogilvie

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

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



STAFF REPORT

Agenda Item: 12.B

Board Meeting Date: August 7, 2024
Prepared By: Ramae Ogilvie
Approved By: Brett Hodgkiss

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

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

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1 *	CSDA Quarterly Meeting <i>August 15, 2024; 6:00 p.m.; The Butcher Shop, Kearny Mesa</i> <i>Reservation deadline: 8/8/2024</i>	MacKenzie (R)
2	Urban Water Institute Annual Conference <i>Aug. 21-23, 2024; San Diego, CA</i> <i>Early Registration deadline: Closed; Reservation deadline: 8/16/2024</i>	
3 *	Vista Chamber Government Affairs <i>Sept. 5, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: None</i>	Kuchinsky ◇
4	CSDA Annual Conference <i>Sept. 9-12, 2024; Indian Wells</i> <i>Early Registration deadline: 8/21/2024; Cancellation deadline: 8/21/2024</i>	MacKenzie (R, H) Sanchez (R, H)
5 *	Vista Chamber Government Affairs <i>Oct. 3, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: None</i>	Kuchinsky ◇
6	Seventh Annual Western Groundwater Congress: <i>The Mountains are Calling</i> (Groundwater Resources Association of California) <i>Oct. 7-9, 2024; Lake Tahoe</i> <i>Early Registration deadline: 8/30/2024; Cancellation deadline: 9/6/2024</i>	
7	ACWA Region 10 Event <i>Oct. 15, 2024; 10:00 a.m.; Yorba Linda Water District</i> <i>Registration deadline: TBD</i>	Sanchez MacKenzie (T) Kuchinsky (T)
8	CALAFCO Annual Conference <i>Oct. 16-18, 2024; Tenaya Lodge, Yosemite</i> <i>Registration deadline: TBD</i>	
9 *	Vista Chamber Government Affairs <i>Nov. 7, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: None</i>	Kuchinsky ◇
10	CSDA Quarterly Meeting <i>November 21, 2024; 6:00 p.m.; The Butcher Shop, Kearny Mesa</i> <i>Reservation deadline: TBD</i>	
11	ACWA Fall Conference <i>Dec. 3-5, 2024; Palm Desert</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	
12 *	Vista Chamber Government Affairs <i>Dec. 5, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i>	Kuchinsky ◇
13	Colorado River Water Users Association Conference <i>Dec. 4-6, 2024; Paris Hotel, Las Vegas</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	Miller

* Non-per diem meeting except when serving as an officer of the organization. The following abbreviations indicate arrangements that have been made by staff: R=Registration; H=Hotel; A=Airline; S=Shuttle; C=Car; T=Tentative; ◇=Attendee to Self-Register



Agenda Item: 13

STAFF REPORT

Board Meeting Date: August 7, 2024
Prepared By: Brett Hodgkiss

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

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

Staff-generated list of tentative items for future agendas:

- Conflict of Interest Code Biennial Review (August/September)
- Communication and Engagement Plan
- Edgehill Reservoir and Pump Station ribbon cutting ceremony



STAFF REPORT

Agenda Item: 14

Board Meeting Date: August 7, 2024
Prepared By: Ranae Ogilvie

SUBJECT: COMMENTS BY DIRECTORS

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



STAFF REPORT

Agenda Item: 15

Board Meeting Date: August 7, 2024
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL COUNSEL

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



STAFF REPORT

Agenda Item: 16

Board Meeting Date: August 7, 2024
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

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



Agenda Item: 17

STAFF REPORT

Board Meeting Date: August 7, 2024
Prepared By: Brett Hodgkiss

SUBJECT: CLOSED SESSION – LABOR NEGOTIATIONS

SUMMARY: Conference with labor negotiators pursuant to Government Code section 54957.6(a). Agency negotiators: Phil Zamora, Frank Wolinski and Shallako Goodrick.