

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

August 18, 2021

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, August 18, 2021, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

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

2. ROLL CALL

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

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Assistant Secretary of the Board; Don Smith, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Marlene Kelleher, Director of Administration; and Mark Saltz, Water Resources Specialist. Richard Larsen, Water Resources Supervisor was present via teleconference.

Other attendees: Kevin Muno, Jr. of Landscape Function Management, LLC and Dan Lewis, a member of the public, were present for Item 8. Jennifer Farrell of Rutan & Tucker, LLP was present for Item 12.

3. PLEDGE OF ALLEGIANCE

Director Dorey led the pledge of allegiance.

4. APPROVAL OF AGENDA

21-08-89	<i>Upon motion by Director Vásquez, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the agenda as presented.</i>
----------	---

5. ORAL COMMUNICATIONS

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

6. CONSENT CALENDAR

21-08-90	<i>Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors approved the Consent Calendar, including Resolution No. 21-33 approving disbursements.</i>
----------	---

A. Industrial loader

See staff report attached hereto. Staff recommended and the Board approved the purchase of an industrial loader outfitted with a fully adjustable box scraper from Hawthorne Caterpillar in the amount of \$113,250.64.

B. Minutes of Board of Directors meeting on August 4, 2021

The minutes of August 4, 2021 were approved as presented.

C. Resolution ratifying check disbursements

RESOLUTION NO. 21-33

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 67396 through 67481 drawn on Union Bank totaling \$764,414.18.

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 18th day of August 2021.

7. MATAGUAY GRAZING LICENSE

See staff report attached hereto.

Director of Water Resources Don Smith stated that Mr. Dan Lewis, a member of the public, approached the District with an unsolicited proposal for obtaining the grazing license on the Mataguay pastures of Warner Ranch. Mr. Smith said that the grazing license agreement is a year-to-year agreement that automatically renews unless the Board elects to solicit new proposals or the licensee chooses to terminate the agreement. He said that the current licensee, Landscape Function Management, LCC (LFM), has held the grazing license since May 2020 when it purchased all the corporate shares of the Mendenhall Cattle Company and assumed the grazing license agreement under their name. Mr. Smith stated that in late 2020 an amendment to the grazing license agreement was made, making LFM the licensee.

Mr. Smith said that the Warner Ranch Committee (Committee) met with both Mr. Lewis and Mr. Kevin Muno, President of LFM, via teleconference at its April 29, 2021 meeting to review Mr. Lewis's proposal. The Committee recommended that Mr. Lewis's unsolicited proposal be brought to the full Board for consideration with the recommendation to continue the existing grazing license agreement with LFM for the Mataguay pastures of the Warner Ranch.

Mr. Lewis stated that he previously managed the Warner Ranch as a Foreman for grazing licensee Hein Hettinga for three years from 1998-2001, is familiar with the Ranch and believes he can make improvements to the land that would maximize profits in the cattle business. His proposal offered to limit the number of cattle to 30 steers the first year to prevent overgrazing and replenish grass coverage in the pasture. Mr. Lewis indicated that he would eventually increase the number of cattle to 60 steers and could offer greater license fee revenue than the current licensee.

Mr. Muno stated that LFM has installed new fencing and grazing water infrastructure in the Mataguay pastures to facilitate a rotational grazing system that moves cattle between nine different pastures. He explained that LFM's grazing system employs regenerative ranching with the goal of achieving optimal water infiltration, improved soil health and regenerative perennial grass coverage by utilizing a high-density, moving herd planned-grazing method. Mr. Muno stated it would be a three to five year process to achieve improved soil health and increase water resources; he said that LFM would run between 200-400 cattle in the pastures during the first couple of years of operations.

The Board thanked both Mr. Lewis and Mr. Muno for their presentations.

21-08-91 *Upon motion by Director Miller, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors decided to continue the existing grazing license agreement with Landscape Function Management, LCC for the Mataguay pastures of the Warner Ranch.*

The Board requested that Mr. Muno accompany them on the Mataguay Pastures portion of the Warner Ranch inspection tour on September 29, 2021 to survey the fencing and grazing practices LFM has put into place. Director Miller requested that the Mataguay Grazing License item be brought back for discussion at a future Board meeting (following the Warner Ranch inspection tour).

8. LAKE HENSHAW / WARNER RANCH INSPECTION TOUR

See staff report attached hereto.

The Board approved the itinerary for the Lake Henshaw and Warner Ranch inspection tour on September 29, 2021.

21-08-92 *Upon motion by Director Sanchez, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors affirmed the itinerary for the scheduled September 29, 2021 at 8:00 a.m. Board inspection tour of Lake Henshaw and the Warner Ranch.*

9. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION COMMITTEE AND EXPERT FEEDBACK TEAM NOMINATIONS FOR 2022

See staff report attached hereto.

Mr. Hodgkiss stated that staff (Director of Administration Marlene Kelleher and Human Resources Manager Phil Zamora) would like to continue to serve on their respective California Special Districts Association (CSDA) committees and Expert Feedback Teams and he indicated that new General Counsel would be encouraged to participate on the Expert Feedback Teams for Legal, Environment, and Public Works and Facilities. President Sanchez and Director MacKenzie expressed a desire to continue to serve on their respective CSDA committees. Mr. Hodgkiss said that the Board Secretary would submit all of the nominations to CSDA.

21-08-93 *Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors nominated Director MacKenzie to the Legislative and the Member Services Committees; Director Sanchez to the Professional Development Committee; Marlene Kelleher to the Fiscal Committee and the Revenue Expert Feedback Team; and Phil Zamora to the Human Resource and Personnel Expert Feedback Teams.*

10. ASSOCIATION OF CALIFORNIA WATER AGENCIES COMMITTEE NOMINATIONS FOR THE 2022-2023 TERM

See staff report attached hereto.

Directors Dorey, Miller, and Vásquez stated that they would like to continue to serve on their respective Association of California Water Agencies (ACWA) Committees for the 2022-2023 Term. Director MacKenzie asked to be nominated to serve on the Membership and Local Government Committees with the opportunity to attend State Legislative committee meetings. President Sanchez asked to be nominated for Federal Affairs and Business Development committees. Directors Dorey, Miller and Vásquez indicated their interest in continuing to serve on the Groundwater, Energy and Water Quality committees respectively. Mr. Hodgkiss stated that Special Counsel Holly Roberson indicated an interest in being nominated by the District to serve on the ACWA Legal Affairs Committee. It was noted that the Board Secretary would submit all of the nominations to ACWA.

21-08-94 *Upon motion by Director Dorey, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors nominated the following Board members to the following ACWA Committees for the 2022-2023 term: Director MacKenzie to the Membership and Local Government Committees; Director Dorey to the Groundwater Committee; Director Miller to the Energy Committee; Director Vásquez to the Water Quality Committee; President Sanchez to the Federal Affairs and Business Development Committees; Holly Roberson, Special Counsel to the Legal Affairs Committee.*

11. REQUEST FOR RESOLUTION SUPPORTING NOMINATION OF CATHY GREEN FOR ASSOCIATION OF CALIFORNIA WATER AGENCIES VICE PRESIDENT

See staff report attached hereto.

Following brief discussion, the Board took the following action:

21-08-95 *Upon motion by Director MacKenzie, seconded by Director Dorey, the Board of Directors adopted Resolution 21-34 supporting the nomination of Cathy Green as a candidate for the office of Vice President of ACWA, by the following roll call vote:*
AYES: Directors Miller, Vásquez, Dorey, MacKenzie, and Sanchez
NOES: None
ABSTAIN: None
ABSENT: None
A copy of Resolution 21-34 is on file in the official Resolution Book of the District.

A brief break was taken from 10:25 a.m. to 10:33 a.m.

12. CLOSED SESSIONS

President Sanchez adjourned the meeting to closed session at 10:33 a.m. to discuss the following matters:

A. Consider Selection of General Counsel

Closed session discussion pursuant to Government Code section 54957(b)(1) to consider selection of General Counsel.

B. Exposure to Litigation

Closed session discussion pursuant to Government Code section 54956.9(a), (d)(1) and (e)(1) to consider potential exposure to litigation, one case.

The meeting reconvened in open session at 11:30 a.m. President Sanchez declared that the following reportable action was taken:

21-08-96	<i>Upon motion by Director Miller, seconded by Director Dorey and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors decided to procure replacement of General Counsel through the Request for Proposal process and retain Rutan & Tucker as General Counsel until replacement General Counsel is selected.</i>
----------	---

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

See staff report attached hereto.

Director Miller reported that the next San Diego County Water Authority (Water Authority) Board of Directors meeting will be on August 26, 2021. He said the Water Authority Administrative and Finance Committee held a special meeting to discuss the long-range financing plan (Plan). The Plan projects spending \$1 billion over the next ten years on Capital Improvement Plan (CIP) expenditures. He stated that the options being considered for funding the CIP expenditures will be a combination of issuing debt and using pay-go funding.

Mr. Hodgkiss referenced two news articles provided to the Board. CNN reported on the first ever declaration of the shortage on the Colorado River and the cutbacks coming in 2022, and the Los Angeles Times reported that the Metropolitan Water District of Southern California (MWD) Board of Directors took action to move to Level 2 of its Water Supply Contingency Plan. He stated that the Water Authority has asked the San Diego region to continue to use water efficiently.

14. MEETINGS AND EVENTS

See staff report attached hereto.

Director Vásquez reported that he attended the Council of Water Utilities (COWU) meeting on August 17, 2021. He stated that Meena Westford of MWD announced that she has stepped down as Chair of COWU; Otay Water District Board President Tim Smith was voted in as the new Chair. Director Vásquez said the meeting included a presentation by the City of San Diego's Assistant Director of Public Utilities John Stufflebean on Pure Water San Diego, a phased, multi-year program that cleans and purifies recycled wastewater with the goal of producing enough potable water to replace half of San Diego's water supply.

Director Vásquez stated he will not be attending the California Special Districts Association (CSDA) Annual Conference August 30-September 2, 2021.

Director MacKenzie reported that she attended the CSDA Legislative Committee meeting where part of the discussion centered on Assembly Bill 361, which authorizes local agencies during declared state or federal emergencies to hold public meetings via teleconference without having to comply with the normal Brown Act teleconferencing requirements. There was also a discussion regarding Senate Bill 594 that focuses on redistricting, stating that special districts and local agencies have 180 days prior to their District's next regular election to submit their new redistricting maps to the Registrar of Voters.

15. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

Director Miller requested that the Mataguay Grazing License be brought back to the Board for discussion following the Board's September 29, 2021 Lake Henshaw and Warner Ranch inspection tour.

Mr. Hodgkiss stated that the San Pasqual Undergrounding Project bids will be placed on the October 6, 2021 Board meeting agenda.

16. COMMENTS BY DIRECTORS

Director Vásquez discussed a newspaper article that he read regarding the City of Oceanside receiving additional grant funding for its "Pure Water" program. He also reported on a study from the Bureau of Reclamation regarding the Colorado River water shortage and what it means for MWD.

Director Miller stated that he will be out of town October 3 through October 23, 2021 and will miss the October 6, 2021 and October 20, 2021 Board meetings.

17. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss informed the Board that the well pump failed at Lake Henshaw Resort, impacting the occupants of the mobile home park for a period of time. The pump has been repaired and is back in service; the resort concessionaire intends to procure a backup well pump to be used in the event the current pump fails.

Mr. Hodgkiss wished Directors Miller and Dorey both an early happy birthday.

18. CLOSED SESSION: LABOR NEGOTIATIONS

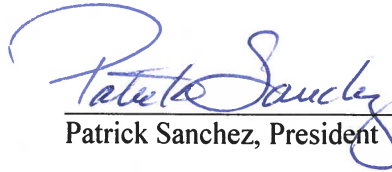
President Sanchez adjourned the meeting to closed session at 11:58 a.m. for a conference with labor negotiators pursuant to Government Code section 54957.6(a). Agency negotiators: Phil Zamora, Frank Wolinski, and Marlene Kelleher.

The meeting reconvened in open session at 12:04 p.m. President Sanchez declared that the following reportable action was taken:

21-08-97	<i>Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, MacKenzie, and Sanchez), the Board of Directors appointed Marlene Kelleher, Phil Zamora, and Frank Wolinski as lead labor negotiators and Brett Hodgkiss as an alternate negotiator for the upcoming District labor negotiations.</i>
----------	--

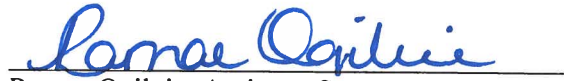
19. ADJOURNMENT

There being no further business to come before the Board, at 12:05 p.m., President Sanchez adjourned the meeting.



Patrick Sanchez, President

ATTEST:



Ramae Ogilvie, Assistant Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date:	August 18, 2021
Prepared By:	Mark Saltz
Reviewed By:	Don Smith
Approved By:	Brett Hodgkiss

SUBJECT: INDUSTRIAL LOADER

RECOMMENDATION: Approve the purchase of an industrial loader outfitted with a fully adjustable box scraper from Hawthorne Caterpillar in the amount of \$113,250.64.

PRIOR BOARD ACTION: The loader is included in the Fiscal Year 2022 Budget (budgeted amount - \$100,000).

FISCAL IMPACT: \$113,250.64.

SUMMARY: Staff is proposing to replace a 30-year old 580K Case skip loader that is currently used for road maintenance and other work on Warner Ranch.

DETAILED REPORT: An extensive network of dirt roads on Warner Ranch provides access to the wellfield and continued maintenance of these dirt roads is necessary for the ongoing operation and maintenance of the wellfield. District personnel currently use a 30-year old skip loader with a box scraper to perform road maintenance and other work. Due to its age, the existing loader is requiring more frequent and costly maintenance, and locating replacement and/or spare parts is becoming increasingly difficult.

The proposed Caterpillar 415 IL industrial loader is equipped with a 68hp Tier 4 Final compliant diesel engine, a 1.3 cubic yard front end bucket, fully adjustable box scraper, enclosed cab with air conditioning and includes a 12 month or 1,500 hour full machine and a 60 month or 2,000 hour powertrain plus hydraulics warranty. Staff selected the Caterpillar 415 IL industrial loader to maintain fleet consistency as it shares the same platform with the District's current fleet of six Caterpillar 420 series backhoes.

Staff obtained pricing of the loader through Sourcewell's cooperative purchasing program. The purchasing program assists with vendor sourcing and allows the District to purchase equipment at a lower cost than can be obtained through traditional procurement procedures. In this case, the District can purchase the loader at a 22% discount or approximately \$28,392 less than the manufacturer's list price. As Hawthorne Caterpillar is the contracted Caterpillar vendor for Sourcewell's cooperative purchasing program for the San Diego region, staff is recommending that the loader be purchased from them in accordance with the District's purchasing policy and procedures.



Cash Disbursement Report

Payment Dates 7/22/2021 - 8/4/2021

Payment Number	Payment Date	Vendor	Description	Amount
67396-67397	07/28/2021	Refund Checks 67396 - 67397	Customer Refunds	1,409.00
67398	07/28/2021	Amazon Capital Services	Spare Keys (5) - E2	8.61
	07/28/2021		3/8" Keystone Screwdriver (2)	37.80
	07/28/2021		Crane Controller Toggle Switches (4)	248.73
67399	07/28/2021	Annette Brooking	Customer Rebate Smart Leak Detector Rebate Program	100.00
67400	07/28/2021	AT&T	3680/CALNET 06/13/21-07/12/21 - Phones	421.58
	07/28/2021		0230/CALNET 06/13/21-07/12/21 Teleconference	18.24
67401	07/28/2021	Brown and Caldwell	Flume Replacement Alignment Study 05/2021	60,209.93
67402	07/28/2021	Canon Solutions America, Inc	Canon Service & Supplies	14.42
67403	07/28/2021	City Of Escondido	Escondido Water Treatment Plant 05/2021 - 06/2021	270,375.00
67404	07/28/2021	City of Oceanside	Weese Treatment 06/2021	1,545.80
67405	07/28/2021	Core & Main	14X8 Reducer, Nut/Bolt/Gasket Kits	1,355.16
67406	07/28/2021	County of San Diego	Permit Fees 06/2021	5,032.00
67407	07/28/2021	Diamond Environmental Services	Portable Restroom Service	119.03
	07/28/2021		Portable Restroom Service	84.39
	07/28/2021		Portable & Stationary Restroom Service	317.25
67408	07/28/2021	DIRECTV	Direct TV Service	102.99
67409	07/28/2021	StratoGuard LLC	SPAM Filter Seats 07/31/21 - 07/30/22	2,925.00
67410	07/28/2021	Ferguson Waterworks	Fire Hydrant Rod 15"x.5" Break Off SS (5)	292.28
	07/28/2021		Service Saddle 6x2 PVC (4)	526.61
	07/28/2021		Angle Ball Mtr Valve 1" Flare Swl Mtr Nut Lockwing (9)	1,027.54
	07/28/2021		Zinc Anode bag 30lb (10)	1,306.04
	07/28/2021		Service Saddle 10x2 PVC (4)	765.59
	07/28/2021		Gate Valve 6" POxFL R/W (1)	622.97
	07/28/2021		Corp Stop 2" MIP X FIP (10)	2,252.90
	07/28/2021		Ell 2" Brass Street 90 Degree (3)	75.50
	07/28/2021		Nut Bolt Gasket Kit 6"-8" (6" gskt) 3/4 x 3 1/4 (12)	141.59
	07/28/2021		Nut Bolt Gasket Kit 10"- 12" (10" gasket) (6)	155.88
	07/28/2021		Service Saddle 10x1 PVC (1)	170.83
	07/28/2021		Adapter 10" DI FLxPO (1)	219.27
	07/28/2021		Reducer 10x6 DI FL (1)	232.26
	07/28/2021		Adapter 2" Copper x MIP (20)	351.81
	07/28/2021		Angle Ball Valve 2" FNPT X MNPT (CurbStop) (8)	2,566.13

	07/28/2021		Tee 10" DI Flange (1)	587.67
	07/28/2021		Service Saddle 6x1 PVC (5)	556.95
	07/28/2021		Gate Valve 8" FL R/W (3)	2,911.68
	07/28/2021		Gate Valve 10" POxFL R/W (4)	5,774.88
	07/28/2021		Angle Ball Meter Valve 2" FLG X FIP DD Lockwing (2)	556.43
	07/28/2021		Wire 10 Copper (1500)	418.93
	07/28/2021		Corp Stop 1" MIP X Flare (9)	543.63
	07/28/2021		Tee 10x8 DI Flange (1)	505.57
	07/28/2021		Tubing 1" Copper Soft 60' (120)	982.04
	07/28/2021		6" Regulator Maintenance Supplies	1,011.06
67411	07/28/2021	Fleet Pride	Air Brake Part - Truck 3	178.41
67412	07/28/2021	Grainger	Ultrasonic Thickness Tester	681.71
	07/28/2021		Light Ballasts (2)	296.78
67413	07/28/2021	Hawthorne Machinery Co	Hydraulic Hoses - B-16	270.80
67414	07/28/2021	Jackson & Blanc	Quarterly HVAC Maintenance 7/1/21 - 9/30/21	3,592.50
67415	07/28/2021	Liebert Cassidy Whitmore	Legal 06/2021	1,072.50
67416	07/28/2021	Lightning Messenger Express	Messenger Service 07/02/21	39.00
67417	07/28/2021	Moodys	Dump Fee (1)	300.00
	07/28/2021		Dump Fees (2)	600.00
67418	07/28/2021	MRC, Smart Technology Solutions	Managed Print Services	529.34
67419	07/28/2021	NAPA Auto Parts	Oil & Air Filters (7)	115.15
	07/28/2021		Filter, Mirror	43.98
	07/28/2021		Shop Fan	232.74
	07/28/2021		Washer Fluid & Filter	113.10
67420	07/28/2021	North County Auto Parts	Oil Seal - Truck 6	(12.78)
	07/28/2021		Brake Pads - Truck 6	(62.84)
	07/28/2021		Bearings - Truck 6	(53.64)
	07/28/2021		Oil Filter - Truck 1	20.84
	07/28/2021		Washer Fluid	8.77
	07/28/2021		Shop Chemicals, Oil	163.76
	07/28/2021		Tail Lamp - C5	36.21
67421	07/28/2021	North County Industrial Park	Association Fees 08/2021	879.30
67422	07/28/2021	Pacific Pipeline Supply	Nozzle 1.5" Fire Hose (1)	16.23
	07/28/2021		Adapter FH Brass 2.5"x.75" FHTxIPT (1)	20.57
	07/28/2021		Adapter FH Brass 2.5"x2" (2)	45.47
	07/28/2021		Adapter 2.5" MNST X 2" MIPT Hose (3)	74.69
	07/28/2021		Probe Soil 3/8"x4' SSP 400 SS (2)	127.74
	07/28/2021		Digging Bar Heavy Duty (3)	321.50
	07/28/2021		Fire Hydrant Rod 15"x.5" Break Off SS (2)	106.09
	07/28/2021		Wrench T-Handle 5'-9' SW-510 (1)	128.83

67423	07/28/2021	RC Auto & Smog	Smog Inspection - Truck 15	50.00
67424	07/28/2021	Southern Counties Lubricants, LLC	Fuel 07/01/21 - 07/15/21	7,152.95
67425	07/28/2021	Stillwater Sciences	HABs Management Plan 05/2021	15,394.86
	07/28/2021		HABs Consulting 05/2021	969.00
67426	07/28/2021	Bend Genetics, LLC	HABs Lab Analysis	925.00
67427	07/28/2021	TS Industrial Supply	Construction Marking Paint White #255 (12)	46.37
	07/28/2021		Spiral Extractors (6)	212.07
	07/28/2021		Striping Paint Blue #750 (12)	67.55
	07/28/2021		Wire Brush Small with Plastic Handle (5)	13.31
	07/28/2021		4" x 19" Wood Handle Wire Brush 14" (4)	14.94
	07/28/2021		Sea 1" Teflon Tape (20)	24.90
	07/28/2021		3/4" x 60' Electrical Tape / 7 Mil (20)	25.55
	07/28/2021		Construction Paint Blue #254 (12)	46.37
	07/28/2021		Sea 2" Pipe Wrap Tape (24)	185.76
	07/28/2021		Striping Paint Black #770 (12)	67.55
	07/28/2021		Gilmore Hose Nozzles (12)	69.63
	07/28/2021		Striping Paint White #710 (24)	135.10
	07/28/2021		Air Hose Quick Coupler (3) - Truck 85	95.35
	07/28/2021		Wrench Set Allen 5 Piece (1)	13.31
	07/28/2021		Plier 8" Long Nose (1)	16.72
	07/28/2021		Utility Bar 14" (1)	16.78
	07/28/2021		Snips 10" Aviation (1)	18.11
	07/28/2021		Shovel 4" Trench (1)	21.96
	07/28/2021		Shovel Spade (2)	107.71
	07/28/2021		Wrench Magnum 1.25" One Hand (2)	253.09
	07/28/2021		Broom 24" Push (7)	338.22
	07/28/2021		Hammer 10" Tomahawk (5)	310.68
	07/28/2021		Towel Wypall X80 (5)	185.11
	07/28/2021		Cutter 1/8" to 1 5/8" Ridgid #RC-1625 PVC (2)	145.06
	07/28/2021		Measuring Tape 25' Engineering (7)	140.18
	07/28/2021		Abrasive Mesh Roll 120G (6)	120.81
	07/28/2021		Shovel Mud (1)	63.68
	07/28/2021		Cutter 15 Copper 3/16" - 1 1/8" (1)	45.79
	07/28/2021		Hammer 3lb Brass Sledge (1)	106.36
	07/28/2021		Wrench Pipe 8" Pipe (1)	26.25
	07/28/2021		Mirror 3.25" Diameter Telescopic (1)	25.71
	07/28/2021		Pruner 1" (1)	25.69
	07/28/2021		Wrench Crescent 8" Adjustable (1)	28.15
67428	07/28/2021	Johnson Controls Security Solutions LLC	Security Monitoring & Maintenance 08/2021- 10/2021	2,807.96
67429	07/28/2021	Verizon Wireless	Cell Phones 06/16/21 - 07/15/21	1,553.07

67430	07/28/2021	Vulcan Materials Company and Affiliates	Cold Mix	2,027.34
67431-67432	08/04/2021	Refund Check 67431 - 67432	Customer Refunds	446.94
67433-67436	08/04/2021	Refund Check 67433 - 67436	Customer Refunds	5,390.86
67437	08/04/2021	Airgas USA LLC	Welding Material	337.99
67438	08/04/2021	Escondido Metal Supply	Aluminum Angles (2)	249.78
67439	08/04/2021	Allied Electronics Inc	Intrusion Switches (10)	121.24
67440	08/04/2021	Amazon Capital Services	Pedestal Shop Fan	234.67
	08/04/2021		Straw Hats (2)	43.30
67441	08/04/2021	AT&T	SIP Trunks	457.62
	08/04/2021		Data Service	698.93
67442	08/04/2021	Basic	One Time American Rescue Plan Act Administrative Fee	150.00
67443	08/04/2021	Bennett-Bowen & Lighthouse Inc	Lightbar - Truck 85	631.97
	08/04/2021		LED Work Lamps, Strobe Lights - Truck 15	1,023.94
67444	08/04/2021	Big Apple Bagels	Refreshments 06/29/21 - Training	44.78
	08/04/2021		Refreshments 07/27/21 - Training	44.78
67445	08/04/2021	Boot Barn Inc	Footwear Program (1)	180.00
	08/04/2021		Footwear Program (1)	180.00
	08/04/2021		Footwear Program (1)	170.19
67446	08/04/2021	Boot World Inc	Footwear Program (2)	354.53
67447	08/04/2021	Citi Cards	Kitchen & Restroom Supplies	150.56
	08/04/2021		Microsoft Basic Office 365 Licenses	18.00
	08/04/2021		Microsoft Azure Cloud Service	102.90
	08/04/2021		GFI FaxMaker Online Service	12.75
	08/04/2021		Microsoft Azure Cloud Service	102.48
	08/04/2021		Employment Advertising - Laborer Trainee	200.00
	08/04/2021		Refreshments - Training	127.25
	08/04/2021		Clay Pipe for Training	179.47
	08/04/2021		CSDA GM Summit - B Hodgkiss	288.17
	08/04/2021		CSDA GM Summit - B Hodgkiss	(60.00)
	08/04/2021		Cloud Based Phone System - COVID-19	341.89
67448	08/04/2021	City Of Escondido	Escondido Canal Operating Cost 04/2021 - 06/2021	102,124.01
	08/04/2021		San Pasqual Underground Project 04/2021 - 06/2021	29,110.00
67449	08/04/2021	City of Vista	Paseo Santa Fe Pipeline - Final Retention	65,145.69
67450	08/04/2021	Core & Main	8 " PVC C900 DR-14 Pipe (300)	6,706.10
	08/04/2021		Nut & Bolt Kits (2), Gaskets (6)	224.64
	08/04/2021		Lid 8" Slotted Valve (VID) (450)	11,593.58
67451	08/04/2021	Debra Allen	Customer Rebate Smart Leak Detector Rebate Program	100.00
67452	08/04/2021	Electrical Sales Inc	Wire - Stock	2,557.31
	08/04/2021		Electrical Connectors	14.25
67453	08/04/2021	Ferguson Waterworks	Service Saddle 10x1 PVC (2)	341.66

	08/04/2021		Service Saddle 8x2 PVC (4)	633.87
	08/04/2021		Sleeve 8"x12" Galvanized Top Sections (50)	538.54
	08/04/2021		Ell 6" DI FL 90 Degree (2)	333.76
	08/04/2021		Ell 8" DI POxFL 45 Degree (1)	265.41
	08/04/2021		Adapter 2" Copper x MIP (12)	230.44
	08/04/2021		Ell 8" DI FL 45 Degree (1)	225.02
	08/04/2021		Service Saddle 6x1 Brass AC (2)	202.99
	08/04/2021		Ell 2" Brass Street 90 Degree (7)	176.18
	08/04/2021		Coupling 6" Deflection C900 (4)	152.98
	08/04/2021		Service Saddle 8x1 PVC (4)	582.17
	08/04/2021		Tee 8x6 DI POxFL (3)	817.53
	08/04/2021		Pipe 1" PVC Schedule 40 (80)	77.07
	08/04/2021		Corp Stop 1" MIP X Flare (20)	1,208.07
	08/04/2021		Coupling 4" Macro (5)	1,127.42
	08/04/2021		Fire Hydrant LB400 Check Valve (5)	9,093.00
	08/04/2021		Ell 8" DI POxFL 22.5 Degree (1)	109.62
	08/04/2021		Pipe Lube 5 gal (2)	121.24
	08/04/2021		Zinc Anode bag 30lb (25)	3,787.40
	08/04/2021		Adapter 0.75" PVC Male Sch 40 (18)	3.46
	08/04/2021		Adapter 1" PVC Female Sch 40 (10)	5.85
	08/04/2021		1" PVC Expansion Coupling S x S Sch 40 (2)	9.55
	08/04/2021		1/2" Wire Handle Brush (PS546) (20)	37.89
	08/04/2021		4" Pipe Restraint with T-Bolts (Sigma) (2)	55.75
	08/04/2021		1" Brass Clamps for anodes (30)	86.06
	08/04/2021		8" Pipe Restraint with T-Bolts (Sigma) (2)	114.10
	08/04/2021		Meter Bushing Ford #A34-NL (10)	255.15
	08/04/2021		6" Pipe Restraint with T-Bolts (Sigma) (8)	273.74
	08/04/2021		Proselect Pipe Joint Lube 2 Lb Tub (12)	40.27
	08/04/2021		DFW Meter Box Lid 4.5 486SA (VID Stamp) (6)	256.55
	08/04/2021		DFW Meter Box Large DFWPW6C4-12 (10)	1,147.45
	08/04/2021		DFW Meter Box Lid Medium 1220E (VID Stamp) (30)	1,558.80
	08/04/2021		DFW Meter Box Lid 3.5 DFW36C (VID Stamp) (65)	2,673.78
	08/04/2021		DFW Meter Box Small DFW1324CH4-12 (75)	6,490.94
	08/04/2021		DFW Meter Box Lid Large PW6C (VID Stamp) (14)	1,386.68
67454	08/04/2021	Glennie's Office Products Inc	Office Supplies	71.43
	08/04/2021		Office Supplies	20.38
	08/04/2021		Office Supplies	64.01
67455	08/04/2021	Hawthorne Machinery Co	Hydraulic Hose (1) - B6	110.55
	08/04/2021		Hydraulic Hoses (2) - B6	227.14
67456	08/04/2021	Inland Water Works Supply Co	Meter 100W ERT (120)	10,392.00

67457	08/04/2021	Joe's Paving	Final Grind & Cap - Clarence Dr/Barbara Dr	34,170.00
67458	08/04/2021	Lawson Products	Nylon Hose Sleeve Protective Wrap & Velcro	386.88
67459	08/04/2021	McMaster-Carr Supply Company	Bolts for Claval Cover	135.66
67460	08/04/2021	Mira Costa College	Scholarship Award Contest	2,000.00
67461	08/04/2021	Mutual of Omaha	LTD/STD/Life Insurance 08/2021	6,819.83
67462	08/04/2021	North County Auto Parts	Wiper Blades	19.46
67463	08/04/2021	Pacific Pipeline Supply	Angle Stops (3)	383.96
67464	08/04/2021	Penn Stainless Products	Stainless Materials for Pechstein Beam Repair	18,929.64
67465	08/04/2021	Plateau Pest Solutions Inc	Bee & Hive Removal (12)	450.00
67466	08/04/2021	RC Auto & Smog	Smog Inspection - Truck 6	50.00
	08/04/2021		Smog Inspection - Truck 63	50.00
67467	08/04/2021	RIB Management Computer Controls Inc	Annual Software and Maintenance 8/3/21 - 8/3/22	1,850.00
67468	08/04/2021	S & J Supply Company Inc	8" CAL-VAL 100A-01KC D/S 150# FLG for F6 Regulator (1)	6,456.03
67469	08/04/2021	Volvo Construction Equipment & Services	Bucket Teeth (6) - E1	463.32
67470	08/04/2021	San Diego Door Controls, Inc	Repairs to Roll-up Door #5	256.50
67471	08/04/2021	San Diego Gas & Electric	Electric 07/2021	43.04
67472	08/04/2021	Steve Wuerth	Tuition Reimbursement 07/2021	166.53
67473	08/04/2021	Sunbelt Rentals	Scissor Lift Rental	364.79
67474	08/04/2021	Sunrise Materials Inc	Concrete Accelerator	59.54
67475	08/04/2021	Bend Genetics, LLC	HABs Lab Analysis	925.00
67476	08/04/2021	Midas Service Experts	Tire (1) - Truck 8	104.19
67477	08/04/2021	TS Industrial Supply	High Pressure Hose Reel	860.95
	08/04/2021		Hydraulic Hose Wrap	109.11
67478	08/04/2021	UniFirst Corporation	Uniform Service	365.01
67479	08/04/2021	Verizon Wireless	Air Cards 06/13/21 - 07/12/21	152.04
	08/04/2021		SCADA Remote Access 06/21/21 - 07/20/21	385.61
67480	08/04/2021	Video Fact Documentation Service	Pre-Construction Video - Mason Rd	500.00
67481	08/04/2021	Xerox Corporation	Xerox Service & Supplies	188.90

Grand Total: 764,414.18



**WARNER RANCH
COMMITTEE REPORT**

Agenda Item: 7

Board Meeting Date:
Prepared By:

August 18, 2021
Dirs. MacKenzie & Dorey

SUBJECT: MATAGUAY GRAZING LICENSE

RECOMMENDATION:

1. Consider an unsolicited proposal from a private party, Dan Lewis, in competition with the existing licensee for the grazing license on the Mataguay pastures of the Warner Ranch.
2. Continue existing grazing license agreement with Landscape Function Management, LCC for the Mataguay pastures of the Warner Ranch.

PRIOR BOARD ACTION: The Board approved the renewal of the grazing license for the Mataguay pastures with the Mendenhall Cattle Company on October 18, 2017.

FISCAL IMPACT: Unknown.

SUMMARY: Mr. Lewis has been interested in obtaining the grazing license on the Mataguay pastures of the Warner Ranch for several years and has had several conversations about the matter with District staff. In April 2020, Mr. Lewis wrote the Board concerning his interest; the letter (attached) was provided to the Board on May 13, 2020. In April 2021, Mr. Lewis sent another letter to the General Manager asking that his proposal be placed on the Board agenda for consideration.

At its April 29, 2021 meeting, the Warner Ranch Committee (Committee) discussed Mr. Lewis' proposal and requested that it be placed on a future Board meeting agenda with the recommendation that no changes be made to the current grazing license. The Committee also requested that when the item is considered by the full Board that staff present more information regarding the investments made by the current licensee, Landscape Function Management, LLC (LFM). Mr. Lewis expressed a preference to delay Board consideration until COVID-19 guidelines would allow him to attend in person.

DETAILED REPORT: As described in his letters, Mr. Lewis believes he can offer license fee revenue that is substantially higher than what is generated by the existing licensee while grazing fewer cattle on the Mataguay pastures. Mr. Lewis has floated several concepts about his plans; however, he admits that he has not worked out all of the details. Mr. Lewis hopes to develop a plan that will be consistent with the District's goals and mission.

Staff has explained to Mr. Lewis that the current license runs year-to-year, and the District did not have plans to solicit bids for the Mataguay grazing license at present. Furthermore, staff has informed Mr. Lewis that he would have an opportunity to submit a proposal (with all other interested parties) should the District seek a new grazing licensee for the Mataguay pastures at a future date. Mr. Lewis believes that his ranching experience, grazing philosophy and economic inducements are compelling and has requested an opportunity to present his unsolicited proposal to the Board.

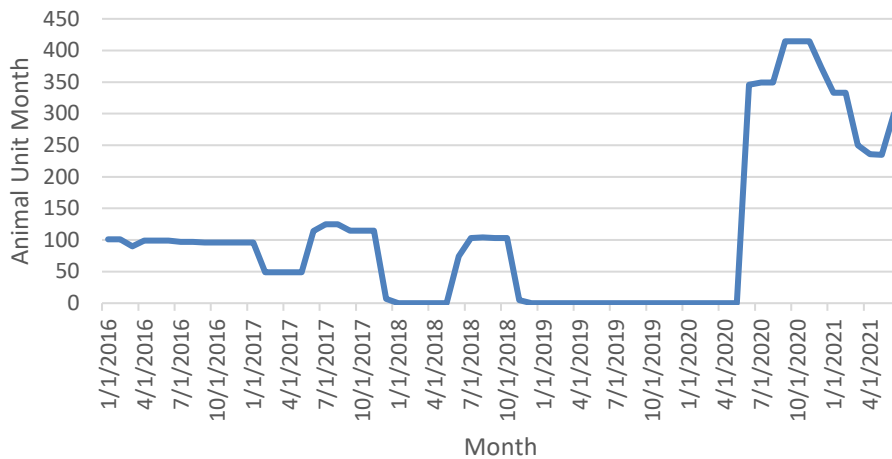
Effective May 20, 2020, all the corporate shares of the Mendenhall Cattle Company were sold to LFM, making them the licensee of the grazing license for the Mataguay pastures of the Warner Ranch. Kevin Muno, President of LFM, has modified traditional grazing patterns in the Mataguay pastures, adopting "mob grazing" or "regenerative ranching" practices. This grazing practice involves intensive grazing periods followed by extended rest periods on a rotational basis over the licensed pastures. Proponents believe this grazing practice breaks up the soil and distributes organic matter deeper into the soil, improving moisture penetration and retention, and leading to higher forage yield. LFM has increased the number of cattle running on the pastures over historical levels and has had to provide supplemental forage and water for cattle.

LFM has invested considerable time and effort in putting in new pasture fencing to accommodate rotational grazing patterns. Additionally, the higher cattle head count has increased the demand for grazing water, over-taxing the existing system of springs and the small amount of surplus water available from the well at the Warner Carrillo Ranch House. To support the increased water supply requirement of his grazing strategy, LFM has entered into water purchase arrangements with the Boy Scouts of America to deliver water from the Camp Mataguay water system. LFM has also installed piping and water tanks to supply that water to the western portion of the licensed premises. The following table summarizes LFM's investment in improvements to the licensed premises to date:

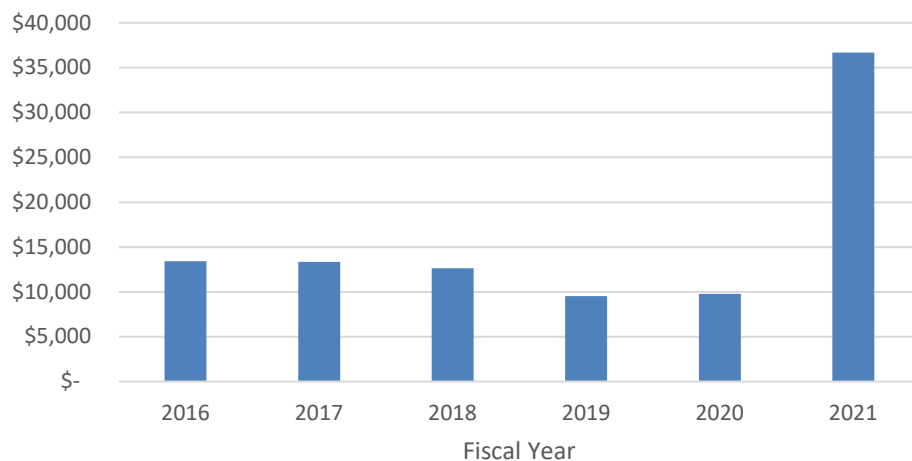
<u>Description</u>	<u>Investment</u>
Perimeter fencing	\$13,400
Pasture fencing	\$130,300
Grazing water infrastructure	\$130,700
Total:	\$274,400

The following graphics show recent trends in cattle head counts and license revenue on the Mataguay pastures.

Mataguay License Cattle Head Count



Mataguay License Revenue



ATTACHMENTS:

- Letter from Dan Lewis to Board dated April 29, 2020
- Letter from Dan Lewis to General Manager dated March 29, 2021
- Grazing License Agreement Dated October 23, 2017
- First Amendment to Grazing License Agreement dated September 29, 2020

Circle Bar CCR

April 29, 2020
Dan Lewis
Danantoniolewis@gmail.com
(760)484-7939

Members of the Board - Vista Irrigation District Supervisors
1391 Engineer Street
Vista, CA 92081

✓
CC: Paul Dorey
RE: Mataguay Lease

Dear Members of the Board:

My name is Dan Lewis. I managed the Warner Ranch from 1998 to 2001. I am contacting you now regarding the Mataguay Lease in Warner Springs.

In my 30+ years running cattle, I now have a unique design on how to maximize profits in a cow business. This, in turn, would allow me to afford, and offer, more than double the current fees paid for this lease.

Having previously managed the Warner Ranch, I am familiar with the springs, the neighbors, and the fence line of this lease. I have noticed all are in need attention. I am completely confident that all details can be resolved to any/all satisfaction. Working many ranches in many states has provided me both a competent knowledge base and a deep appreciation for the land.

With my experience managing, raising cattle and horses, I doubt that you could find a better relationship when it comes to the Mataguay Lease.

Respectfully,


May 1 2020

Dan Lewis

CC: File

RECEIVED

APR 07 2021

VISTA IRRIG. DIST.

March 29, 2001

Vista Irrigation District:
Brett Hodgekiss, General Manager
1391 Engineer Street
Vista, CA 92081

RE: Mataguay Lease

I am writing looking to be added to the board agenda concerning the Mataguay Lease. I have been questioning, and interested in, this lease before the Medenhall herd sold.

I am interested in running 35 head of cows with 5 bulls year-round. No overgrazing will occur. Only in the spring, with good grass will there be calves. Having truly custom beef would allow me to offer considerably more a year on this lease. Any insurance needed would be provided.

Having managed the whole Warner Ranch from 1998 thru 2001, I know the springs, fence lines, and the neighbors. I would appreciate the time to make an offer to the board.

I look forward to your response.

Sincerely,



Dan Lewis
760-484-7939

GRAZING LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of October 23, 2017 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 **MENDENHALL CATTLE COMPANY, INC.**, a California Corporation 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. Approximately 8,100 acres, located on the Warner Ranch, as described 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 the pasturage and grazing of cattle.

1.2 Term. This License shall commence on January 1, 2018 ("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.

1.4 License Consideration.

1.4.1 Base License Fee. Licensee shall pay to the VID an initial annual fee (the “Base License Fee”) for the use of the Premises \$9,360 per year in 2018, payable in advance in monthly installments of \$780 for each and every month of 2018, and indexed to the Consumer Price Index for all subsequent years as described below. (\$780 is equivalent to 60 AUM @ \$13.00 per month.) "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 in 2019 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 281.561; 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. At the end of each license year, the total AUM count for each of the previous 12 months shall be aggregated. If the total thus derived exceeds 720 (12 months x 60 AUM), a supplemental license fee of \$13.00 per AUM per month (in 2018) for each AUM-month over 720 during the preceding 12 months shall be paid. Licensee shall furnish VID a written report of the AUM count for each month which shall accompany the Base License Fee payment. Beginning in 2019, 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: <u>Eldon Boone</u> Eldon Boone General Manager</p>	<p>MENDENHALL CATTLE COMPANY, INC A California Corporation</p> <p>By: <u>Jenna Mendenhall</u> Name: Jenna Mendenhall Title: President</p> <p>By: _____ Name: _____ Title: _____</p> <p>Licensee Information:</p> <p>Address for Notices: 26439 Highway 76 Santa Ysabel, CA 92070</p> <p>Telephone Number: (760) 782-3503 Facsimile Number: (760) 782-9224</p>
--	---

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-:VII or equivalent or as otherwise approved by VID.

2.4.1 Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance. Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance

with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker’s compensation insurance and employer’s liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

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

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

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

(a) Combined single limit of 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 volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured

at or from the premises of the Vista Irrigation District. The coverage shall contain no special limitations on the scope of protection afforded to the Vista Irrigation District, its officers, directors, employees, representatives and volunteers.”

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

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

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

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

2.4.3 Evidence of Coverage. Licensee shall at the time of the execution of the License present to VID the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with VID. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

2.5 Indemnification

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

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

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

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

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

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

2.6 Legal Relations and Responsibilities

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

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

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

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

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

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

2.6.7 VID's Reservations

2.6.7.1 VID hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and

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

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

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

2.6.7.4 Except as 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 opinion, be deemed to have been abandoned and transferred to VID. VID shall have the right to

remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and VID shall have no duty to account for such property. Licensee agrees to reimburse VID for any and all costs associated with VID transferring or disposing of Licensee's personal property pursuant to this Section.

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

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

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

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

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

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

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

2.7 Maintenance and Repair of Premises

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

2.7.2 Licensee's Default of its Maintenance Duties. In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, VID shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from VID, VID may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and 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 who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

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

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

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

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

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

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

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

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

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

[END GENERAL LICENSE PROVISIONS]

PART III

SPECIAL LICENSE PROVISIONS

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

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

2.3.1.6 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. The Licensee, at no expense to VID, shall maintain all springs, tanks, watering troughs, and water lines as needed to provide water for its stock. The Licensee may use limited quantities of water, as available, which the District may produce from wells in its water production system, but VID has no obligation to provide water under pressure for supplying stock water to Licensee. Should Licensee need stock water at a pressure greater than those maintained by VID in the normal operation of its water production system, Licensee shall install, operate and pay for any additional pumps or equipment and all energy costs. Only such water as can efficiently be used by the Licensee for the watering of its stock shall be furnished by VID under this License. VID retains the right to suspend supplying stock water to prevent waste.

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, and other appurtenances, in good condition and repair.

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 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.

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 consist of those portions of the legal lots included in the Assessor's Parcel Map numbers listed below which also lie east of the Highway 79 right-of-way and south of either the Highway S-2 or S-22 rights-of-way, subject to the terms, conditions and reservations contained in the Agreement:

Assessor's Parcel Numbers

137-090-35

193-080-30

195-020-02

195-050-20

195-070-31

The Premises comprise an area of about 8,100 acres, more or less. The area is informally broken into pastures which presently carry the names "Sloan", "Mataguay 1", "Mataguay 2", and "Barrel".

FIRST AMENDMENT TO GRAZING LICENSE AGREEMENT

This First Amendment to the Grazing License Agreement is entered into as of 9/29/2020 | 7:09 AM PDT, 2020 by and between Vista Irrigation District (hereinafter referred to as “VID” or “Licensor”) and Landscape Function Management, LLC, successor to Mendenhall Cattle Company, Inc. (hereinafter referred to as “Licensee”). Licensor and Licensee referred to below collectively as Parties.

WITNESSETH:

Whereas, VID and Licensee’s predecessor, Mendenhall Cattle Company, Inc., entered into a Grazing License Agreement (License) dated October 23, 2017 to provide for the pasturage and grazing of cattle on a portion of the Warner Ranch (hereinafter referred to as “License”); and

Whereas, the Mendenhall Cattle Company, Inc. informed VID that it had sold all of its corporate shares to new owners, Landscape Function Management, LLC, effective May 20, 2020; and

Whereas, the Licensee agreed to assume and be bound by all of the terms and conditions set forth in the License entered into by Licensee’s predecessor, including but not limited to the payment of the Base License Fee and the Supplemental License Fee, as provided by Section 1.4 of the License, consistent with General License Provisions section 2.1 and 2.2; all terms of use in General License Provisions section 2.3; and all Special License Provisions of Part III of the License; and

Whereas, Licensee desires, as a business convenience, for the License to be issued in the name of Landscape Function Management, LLC and Licensor by this First Amendment has approved the assignment of all rights and obligations of the Licensee to Landscape Function Management, LLC pursuant to General License Provisions section 2.6.3.

Now, therefore, the Parties agree to amend the License as follows:

1. The Parties agree to replace “Mendenhall Cattle Company, Inc.” with “Landscape Function Management, LLC” as Licensee in all instances where the predecessor’s name appears in said License.
2. Pursuant to General License Provisions section 2.4.3, Landscape Function Management, LLC shall provide to Licensor, or before August 31, 2020, the required evidence of insurance coverage complying in all respects with all insurance requirements of the License.
3. Except as otherwise expressly amended herein, all terms and conditions of the License shall continue in full force and effect, and Landscape Function Management, LLC shall be fully responsible for all Licensee obligations under the License, effective from the date of this First Amendment onward. In case of any inconsistency between the License and this First Amendment, the terms and conditions of this First Amendment shall govern and control.

In witness whereof, the Parties have executed and entered into this First Amendment as of the date first set forth above.

Vista Irrigation District
Licensor

Landscape Function Management, LLC
Licensee

DocuSigned by:
Brett Hodgkiss 9/29/2020 | 7:09 AM PDT
442CB887E2E94B6...
Brett Hodgkiss
General Manager

DocuSigned by:
Kevin Munro 9/28/2020 | 4:20 PM PDT
B6A449CEA34F472...
Kevin P. Munro, Jr.
President

DS
CM



STAFF REPORT

Agenda Item: 8

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: LAKE HENSHAW / WARNER RANCH INSPECTION TOUR

RECOMMENDATION: Affirm the itinerary for the scheduled September 29, 2021 at 8:00 a.m. Board inspection tour of Lake Henshaw and the Warner Ranch.

PRIOR BOARD ACTION: The Board conducted its last periodic inspection tour of the Warner Ranch on April 15, 2019.

FISCAL IMPACT: None.

SUMMARY: Staff has prepared this draft itinerary for the tour which is intended to provide an operational overview as well as focus on current relevant issues related to the Lake Henshaw and the Warner Ranch.

ATTACHMENT: Draft Itinerary for Tour of the Warner Ranch



**Board of Directors
2021 Fall Tour
Draft Itinerary**

Wednesday, September 29, 2021

Meet at VID offices at 8:00 am

1. Call to order
2. Pre-order lunch
3. Have refreshments
4. Depart at 8:15 am

Arrive at Warner Carrillo Ranch House (WCRH) about 9:45 am

5. Use restroom facilities; depart about 10:00 am

Tour the Mataguay grazing license premises

6. Enter through gate across Highway S-2 from WCRH
7. Drive by new water tanks installed by Landscape Function Management (LFM)
8. Follow alignment of new pipeline to the Mataguay Scout Reservation
9. Depart via main gate on Highway 79 at about 10:45 am

Inspect replaced sections of the Ditch

10. Enter via Fink Road; travel to south end of ditch replacement project
11. Drive by replaced ditch sections; leave via the Main Gate about 12:00 pm

View Lake; Discuss Issues pertaining to Harmful Algal Blooms

12. Arrive at Henshaw Boat Ramp about 12:15 pm
13. Depart about 12:30 pm

Arrive at the Lake Henshaw Café about 12:40 pm

14. Meet Concessionaires; have Lunch
15. Depart about 1:45 pm

Arrive at San Pasqual Indian Reservation about 2:30 pm

16. Review project components: desilting basin; replace-in-place; pipeline in new alignment; and abandonment
17. Depart about 3:15 pm

Return to VID offices ~ 4:00 pm

Version: August 18, 2021



STAFF REPORT

Agenda Item: 9

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION COMMITTEE AND EXPERT FEEDBACK TEAM NOMINATIONS FOR 2022

RECOMMENDATION: Consider nominations to the California Special Districts Association's committees and expert feedback teams for 2022.

PRIOR BOARD ACTION:

8/19/20 Nominated Director MacKenzie to the Legislative and the Member Services Committees; Director Sanchez to the Professional Development Committee; Marlene Kelleher to the Fiscal Committee and the Revenue Expert Feedback Team; Phil Zamora to the Human Resource and Personnel Expert Feedback Teams; and David Cosgrove to the Expert Feedback Teams for Legal, Environment, and Public Works and Facilities.

FISCAL IMPACT: Undetermined amount for expenses should Vista Irrigation District directors or staff be appointed to California Special Districts Association (CSDA) Committees.

SUMMARY: CSDA is soliciting nominations for Committee and Expert Feedback Team participation for 2022. CSDA has indicated that it needs active participants who are able to expend the time to provide their expertise in directing the organization's activities and policies. Committee and Expert Feedback Team participation is open to both Board and staff members. Director MacKenzie currently serves on the CSDA Board of Directors as Past President and on the Legislative and the Membership Services Committees. Director Sanchez currently serves on the Professional Development Committee. Director of Administration Marlene Kelleher serves on the Fiscal Committee and on the Revenue Expert Feedback Team. Human Resources Manager Phil Zamora serves on the Human Resource and Personnel Expert Feedback Team.

DETAILED REPORT: See the attached CSDA memorandum, "Get Involved" participation overview and Committee descriptions for more detailed information. Nominations for Committee and Expert Feedback Team appointments must be submitted on-line no later than Friday, October 8, 2021. Selected participants will be notified by the end of November 2021; Committee participation will begin in January 2022.

Nominations will be considered for the following Committees:

- Audit
- Professional Development
- Elections and Bylaws
- Fiscal
- Member Services
- Legislative (space is limited)
 - *Alternative Option: Legislative Distribution List (no meetings required)*

The “Expert Feedback Team” members will be asked for input when input is needed on a particular policy matter. Team members will only be called upon to reply by e-mail with their thoughts, opinions and experiences. There will be no requirement to travel.

Expert Feedback Teams include:

- Environment
- Formation and Reorganization
- Governance
- Human Resources and Personnel
- Legal
- Public Works and Facilities
- Revenue

ATTACHMENTS:

- 2022 CSDA Committee & Expert Feedback Team Participation
- “Get Involved” participation overview
- CSDA Committees descriptions



CSDA

**California Special
Districts Association**

Districts Stronger Together

[CONTACT US](#) [SUPPORT](#)



2022 CSDA Committee & Expert Feedback Team Participation

By Vanessa Gonzales posted 2 days ago

Follow

0 LIKE



Chat-How Can We Help?



2022 committee interest forms can be submitted ONLINE at CSDA.net!

CSDA's strength and effectiveness as an organization is directly related to our ability to involve members in the work of the association. Special districts board members and staff, as well as business affiliates bring tremendous talents and energy to CSDA and to the issues that concern special districts in California.

With this in mind, we are asking for volunteers to participate and contribute on one or more of our committees and/or expert feedback teams to assist in shaping CSDA. **If you or any others from your district or company would like to get involved with CSDA, please go to our Get Involved page at CSDA.net to view a complete list of committees and expectations for committee member service.**

Committees need dedicated participants who can expend the time to provide their expertise in directing the activities and policies of CSDA. *CSDA does not reimburse for committee related travel expenses.*

Expert Feedback Teams provide input to CSDA advocacy staff on specific areas of public policy facing special districts. Team members need only reply to periodic emails with their thoughts, opinions, and experiences. Expert feedback team members will not be required to travel; they should expect to receive a handful of e-mails each month and, on rare occasions, they may be contacted by phone.

How to Submit Your 2022 CSDA Committee Selections:

Please login to the CSDA website to view a complete list of committees, expectations for serving and to submit your committee interest form online.

Committee interest forms must be filled out by **5:00 PM on October 8, 2021**. The selection and ratification of CSDA's 2021 committees will take place in November 2021 and selected participants will be notified by the end of November. Committee participation begins in January 2022.

Thank you for your continued support of CSDA!



Get Involved



Get more out of membership by becoming more involved. Below are some ways you can support the strength and effectiveness of CSDA while growing relationships within the association. We encourage the participation from member agencies as well as Business Affiliates.

CSDA Committees play a key role in establishing the direction and priorities of the association. Committee involvement is crucial to the success of activities and the development of CSDA. Each committee requires certain time commitments and attendance.

- **Legislative Committee:** Develops CSDA's legislative agenda.
- **Professional Development Committee:** Provides direction for professional development and events.
- **Member Services Committee:** Supports member recruitment and retention efforts.
- **Audit Committee:** Maintains and updates internal controls.

CSDA Award Nominations

The 2021 CSDA Annual Award nominations are closed, and the winners will be announced in September 2021. The 2022 CSDA Award nominations will open in spring 2022. There are several different categories to enter your district, chapter, and/or an

[Chat-How Can We Help?](#)



- Elections & Bylaws Committee: Conducts annual elections and occasional bylaws reviews.
- Fiscal Committee: Oversees the financial direction of the organization.

Expert Feedback Teams allow CSDA to quickly and effectively gauge the impact new laws may have on special districts. If you have firsthand experience in one or more of the areas below, please join a CSDA's Expert Feedback Team. Teams include: Environment, Revenue, Formation and Reorganization, Governance, Human Resources and Personnel, Public Works and Facilities, and Legal.

Legislative Distribution List are email correspondence sent to individuals where participants have the opportunity to provide feedback on issues before the Legislative Committee meets. This is a great way to stay informed of CSDA's legislative efforts without the time and travel commitment of serving as a member of the committee.

Magazine & eNews article ideas are always welcome from our members. Please send to CSDA Communications Specialist [Vanessa Gonzales](#).

Workshop & webinar proposals are collected year-round.

CSDA Chapters provide opportunities to get involved locally in [affiliated chapters](#).

[LEARN MORE](#)

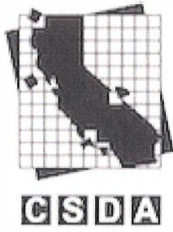
Join the CSDA Board of Directors!

The Board of Directors is crucial to the operation of the association and to the representation of the common interests of all California's special districts before the Legislature and the state administration. Represent your network and nominate your candidate!

[MORE INFORMATION](#)

Get Involved

There are many ways to participate in CSDA. Please take a moment to fill out this form to let us know how you'd like to get involved. You must be a CSDA member to participate in any of these opportunities.



Committees



CSDA Committees

CSDA relies on the participation of our members in order to guide the association. Committee involvement is crucial to the success of activities and the development of CSDA policies. The talent and energy of the individuals who serve on CSDA's committees and to the issues that concern special districts in California are the critical components of CSDA's success.

Legislative Committee (space is limited):

Develops CSDA's legislative agenda; reviews, directs, and assists with legislative/public policy issues.

Commitment: Meets three times annually in Sacramento and four times annually via webinar. Committee members must additionally attend CSDA's Special Districts Legislative Days in Sacramento, CA and Annual Conference and are also invited to the legislative planning session.

Working Groups: Each legislative committee member will be assigned to 1 or 2 working groups. Working groups include: environment, formation and reorganization, governance, human resources and personnel, public works and facilities, and revenue.



Link to Your Committee Here

If you have already been selected to serve on a CSDA Committee, you automatically have access to the group's community.

Just click the appropriate button below:

[Chat-How Can We Help?](#)



Professional Development Committee: Plans, organizes and directs the professional development and events for CSDA.

Commitment: Meets at least twice annually.

LEGISLATIVE
COMMITTEE

Member Services Committee: Responsible for recruitment of new members, member retention, development of new member benefits and review of current programs.

Commitment: Meets at least twice annually.

PROFESSIONAL
DEVELOPMENT
COMMITTEE

Audit Committee: Responsible for maintaining and updating internal controls. Provides guidance to auditors regarding possible audit and fraud risks.

Commitment: May meet with auditors prior to the commencement of the audit, when audit is completed and possibly one meeting during the auditing process. Financial experience preferred.

MEMBER
SERVICES
COMMITTEE

AUDIT
COMMITTEE

Elections & Bylaws Committee: Conducts annual elections and occasionally reviews bylaws upon request of the CSDA Board, members, or as needed.

Commitment: Minimum of one meeting in Sacramento.

ELECTIONS &
BYLAWS
COMMITTEE

Fiscal Committee: Oversees the financial direction of the organization including budget review and implementation.

Commitment: Meets at least three times annually. Financial experience preferred.

FISCAL
COMMITTEE

No time to be on a committee? View other ways to [get involved](#) with CSDA.



STAFF REPORT

Agenda Item: 10

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: ASSOCIATION OF CALIFORNIA WATER AGENCIES COMMITTEE NOMINATIONS FOR THE 2022-2023 TERM

RECOMMENDATION: Consider nominations to the Association of California Water Agencies’ regular and standing committees for the 2022-2023 term.

PRIOR BOARD ACTION: On August 21, 2019, the following committee nominations were submitted by the Board to the Association of California Water Agencies (ACWA) for consideration for the 2020-2021 term:

- Director MacKenzie to State Legislative, Local Government and Membership
- Director Dorey to Groundwater
- Director Vásquez to Water Quality
- Director Miller to Energy
- Director Sanchez to Federal Affairs and Business Development
- Special Counsel John Carter to Legal Affairs

FISCAL IMPACT: Undetermined amount for expenses and per diem should Vista Irrigation District directors be appointed or reappointed to ACWA committees.

SUMMARY: ACWA is soliciting nominations for its regular and standing committees for the 2022-2023 term. In submitting names for consideration, ACWA has requested that nominees understand the time commitment and expertise needed to meet assigned committee responsibilities. Nominations will be considered for the following committees:

- Agriculture Committee.....(meetings held 4 times a year)
- Business Development Committee(meetings held 2 times a year)
- Communications Committee(meetings held 4 times a year)
- Energy Committee(meetings held 4 times a year)
- Federal Affairs Committee(meetings held 2 times a year)
- Finance Committee(meetings held 4-5 times a year)
- Groundwater Committee(meetings held 4 times a year)
- Legal Affairs Committee(meetings held 2-3 times a year)
- Local Government Committee(meetings held 2 times a year)
- Membership Committee(meetings held 2 times a year)
- State Legislative Committee(meetings held 10-12 times a year)
- Water Management Committee(meetings held 4 times a year)
- Water Quality Committee(meetings held 4 times a year)

Directors currently serving on ACWA Committees include President Sanchez on the Business Development Committee; Director MacKenzie on the Membership Committee; Director Dorey on the Groundwater Committee; Director Miller on the Energy Committee; and Director Vásquez on the Water Quality Committee.

Nominations for committee appointments are due no later than September 30, 2021. The incoming ACWA president will make committee appointments in December.

DETAILED REPORT: See attached ACWA Advisory dated August 5, 2021 for information on the various committees and the committee appointment process/timeline.

ATTACHMENTS: ACWA Advisory – Committee Appointment Process
ACWA Committee Information



JOIN A COMMITTEE AND GET INVOLVED

ACWA has 13 standing committees that members can join and get involved. This is a great way for members to engage in state and local issues and influence policy and legislation. Committees are structured to include representation from all 10 ACWA Regions, bringing together diverse voices on technical and policy matters. **Take action, join a committee!**

COMMITTEE APPOINTMENT PROCESS TIMELINE

2022 - 2023 TERM

Committee consideration forms emailed to member agency general managers and board presidents.

13

JULY

Region Chair and Vice Chair recommendation deadline.

18

NOV

Incoming ACWA President appoints members of committees.

13

DEC

30

SEPT

All completed consideration forms due.
Any consideration submitted after deadline will be put on a waiting list.

2

DEC

Region recommendations given to incoming ACWA President.

31

DEC

ACWA notifies committee members of appointments and rosters posted on acwa.com.

COMMITTEE COMPOSITION

Committee members are appointed for two-year terms that begin on Jan. 1 of even-numbered years. You can learn more about ACWA's 13 standing committees below. For more information and bylaws, visit www.acwa.com. If you have any questions, please contact Region and Member Engagement Specialist Ana Javid at anaj@acwa.com.

Committee	Description	Composition	Meetings Per Year	Liaison
Agriculture	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. 	Unlimited	4	Chelsea Haines Regulatory Relations Manager chelseah@acwa.com
Business Development	<ul style="list-style-type: none"> Develops and recommends to the Board of Directors programs and activities to be provided or administered by the association that generate non-dues revenue and provide a service or benefit to association members. 	Unlimited	2	Tiffany Giammona Senior Director of Operations & Member Engagement tiffanyg@acwa.com
Communications	<ul style="list-style-type: none"> Develops and recommends to the Board of Directors and ACWA staff regarding communications and public affairs programs. Promotes sound public information and education programs and practices among member agencies. Prepares and distributes materials for use by member agencies in their local outreach efforts. Provides input and guidance to ACWA's Communications Department. 	Limited to 40	4	Heather Engel Director of Communications heathere@acwa.com
Energy	<ul style="list-style-type: none"> Recommends policies and programs to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee as appropriate. 	Unlimited	4	Nick Blair Regulatory Advocate nickn@acwa.com
Federal Affairs	<ul style="list-style-type: none"> Coordinates with other ACWA committees regarding input on federal issues before both Congress and the federal administrative branches. 	Limited to 5 per Region	2	David Reynolds Director of Federal Relations davidr@acwa.com
Finance	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors regarding annual budgets, investment strategies, annual audits and auditor selection, dues formula and schedule, and other financial matters. 	Limited to 2 per Region (1 Region Chair/ Vice Chair and 1 with financial experience)	4 - 5	Dan Gumpert Controller dang@acwa.com
Groundwater	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors on groundwater policy issues. Monitors state and federal regulations and legislation affecting the quality and management of groundwater. Conducts studies and gathers data on groundwater issues. Develops policies regarding groundwater management. Coordinates with other committees on groundwater issues. 	Unlimited	4	Soren Nelson Regulatory Advocate sorenn@acwa.com

Committee	Description	Composition	Meetings Per Year	Liaison
Legal Affairs	<ul style="list-style-type: none"> Acts on requests for assistance on legal matters of significance to ACWA member agencies. Reviews proposed ACWA bylaw revisions and works with staff to produce publications to assist member agencies in complying with state and federal laws. Files amicus curiae filing on important cases, comments on proposed regulations and guidelines of state agencies such as the Fair Political Practices Commission and monitors and engages in water rights matters of interest to member agencies. 	Limited to 45	2 - 3	Kris Anderson Legislative Advocate II krisa@acwa.com
Local Government	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors and the State Legislative Committee on local government matters affecting water agencies, including planning issues, local government organization, and finance. Gathers and disseminates information on the value of special districts, and shares information promoting excellence in local government service delivery. 	Limited to 3 per Region	2	Julia Hall Senior Legislative Advocate juliah@acwa.com
Membership	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors regarding membership policies, eligibility and applications for membership. Assists staff in developing membership recruitment and retention programs and reviews and makes recommendations to the Finance Committee regarding an equitable dues structure. 	Unlimited	2	Katie Dahl Member Services Manager katied@acwa.com
State Legislative	<ul style="list-style-type: none"> Reviews relevant introduced and amended legislation, and develops positions and provides recommendations to the Board of Directors on ballot measures and other major statewide policy issues. Works with staff amendments to bills and provides direction for staff on legislative matters. 	Limited to 4 per Region	10 - 12	Adam Quiñonez Director of State Legislative Relations adamq@acwa.com
Water Management	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors on policy and programs related to water management. Reviews and recommends positions on legislation and regulations as requested by other committees. Assists in gathering and disseminating information regarding agricultural and urban water management, water conservation and water use efficiency, development and use of water resources, wastewater treatment and water recycling and reuse. 	Limited to 4 per Region	4	Chelsea Haines Regulatory Relations Manager chelseah@acwa.com
Water Quality	<ul style="list-style-type: none"> Makes recommendations to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee on policy and programs regarding water quality issues. Promotes cost-effective state and federal water quality regulations and provides a forum for members to work together to develop and present unified comments on water quality regulations. Develops and recommends positions and testimony on water quality regulatory issues. 	Unlimited	4	Nick Blair Regulatory Advocate nickn@acwa.com

TO GET INVOLVED, SUBMIT YOUR CONSIDERATION FORM NOW!



STAFF REPORT

Agenda Item: 11

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: REQUEST FOR RESOLUTION SUPPORTING NOMINATION OF CATHY GREEN FOR ASSOCIATION OF CALIFORNIA WATER AGENCIES VICE PRESIDENT

RECOMMENDATION: Consider adopting a resolution of support for the nomination of Cathy Green, First Vice President of the Orange County Water District, as a candidate for the office of Vice President of the Association of California Water Agencies.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Orange County Water District (OCWD) has requested that the Board consider adopting a resolution of support for its nomination of Cathy Green, OCWD First Vice President, as a candidate for the office of Association of California Water Agencies (ACWA) Vice President.

DETAILED REPORT: ACWA circulated its call for candidate nominations for the offices of President and Vice President on June 1, 2021. The Vista Irrigation District Board of Directors considered the call for nominations at its July 7, 2021 Board meeting and declined to take action. OCWD has nominated its First Vice President Cathy Green for the office of ACWA Vice President and has requested the Board consider adopting a resolution in support of its candidate. The election will be conducted on December 1, 2021 at the ACWA Fall Conference.

ATTACHMENTS:

- Draft resolution of support for Cathy Green as candidate for ACWA Vice President
- Letter of support from OCWD Board President, Stephen R. Sheldon, and General Manager, Michael R. Markus
- Biography of Cathy Green
- Resolution of OCWD Board of Directors nominating Cathy Green as ACWA Vice President

RESOLUTION NO. 21-xx

A RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT
TO SUPPORT ORANGE COUNTY WATER DISTRICT (OCWD)
FIRST VICE PRESIDENT CATHY GREEN AS A CANDIDATE FOR THE OFFICE OF
ASSOCIATION OF CALIFORNIA WATER AGENCIES VICE PRESIDENT

WHEREAS, the Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the ACWA election of its statewide lead officer positions of President and Vice President; and,

WHEREAS, the individual who fills the ACWA Vice President position needs to possess a working knowledge of water industry issues and concerns, connections with water professionals throughout the state, strength of character and leadership capabilities, and experience in matters related to the performance of the duties of the office; and,

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and,

WHEREAS, Vista Irrigation District recognizes that Director Green has served on the ACWA Board since 2016, and on the ACWA Board Executive Committee since 2020; and,

WHEREAS, Director Green has served as ACWA Region 10 Chair (2018-19) and is now serving her second term as ACWA Region 10 Vice Chair (2016-17, 2020-current), and she has served as ACWA Region 10 Board member since 2012; and,

WHEREAS, Director Green serves on the ACWA Water Quality Committee (2012-current) and the ACWA Energy Committee (2019-current), and she previously served on the ACWA State Legislative Committee (2012-15); and,

WHEREAS, Director Green has served in a leadership role at Orange County Water District. She was elected to the OCWD Board of Directors (OCWD Board) in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the OCWD Board to serve as its 2015 and 2016 President. She currently serves as First Vice President, a position she previously held in 2013, 2014, and since 2019; and,

WHEREAS, Director Green currently serves as the Chair of the Water Advisory Committee of Orange County (WACO), Chair of the OCWD Water Issues Committee, and Vice Chair of the OCWD Communications and Legislative Liaison Committee; and,

WHEREAS, prior to her service on OCWD's Board, Director Green was elected to two consecutive terms on the Huntington Beach City Council (2002-2010) where she served two terms as Mayor (2003, 2009). Director Green has been involved as a council liaison and active community member on many city boards, commissions, and committees; and,

WHEREAS, it is the opinion of Vista Irrigation District Board of Directors that Director Green possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President; and,

NOW, THEREFORE, BE IT RESOLVED, that Vista Irrigation District Board of Directors does hereby endorse Orange County Water District First Vice President Cathy Green as a candidate for Vice President of the Association of California Water Agencies.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of Vista Irrigation District this 18th day of August 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Patrick H. Sanchez, President

ATTEST:

Lisa R. Soto, Secretary
Board of Directors
Vista Irrigation District

DIRECTORS

DENIS R. BILODEAU, P.E.
JORDAN BRANDMAN
CATHY GREEN
NELIDA MENDOZA
DINA L. NGUYEN, ESQ.
KELLY E. ROWE, C.E.G., C.H.
STEPHEN R. SHELDON
TRI TA
BRUCE WHITAKER
ROGER C. YOH, P.E.



OFFICERS

President
STEPHEN R. SHELDON

First Vice President
CATHY GREEN

Second Vice President
TRI TA

General Manager
MICHAEL R. MARKUS, P.E., D.WRE

ORANGE COUNTY WATER DISTRICT
ORANGE COUNTY'S GROUNDWATER AUTHORITY

RE: OCWD First Vice President Cathy Green for ACWA Vice President

Greetings:

On behalf of Orange County Water District (OCWD), it is a great honor to request your agency's support and vote for Cathy Green for election to the office of Vice President of the Association of California Water Agencies (ACWA). We are fortunate to have such a qualified candidate in Director Green, who has the OCWD Board's unanimous support for serving in this role.

As an active member of ACWA since 2012, Director Green has served on various ACWA committees, and as Chair and Vice Chair of ACWA Region 10; as such, she has formed positive working relationships with numerous contacts throughout California. She possesses a working knowledge of water industry issues, strength of character, leadership capabilities, and experience in matters related to the performance of the duties of the office of ACWA Vice President.

Director Green has been an impactful member of the OCWD Board since 2010, including serving as President and First Vice President. OCWD has developed several innovative water programs and award-winning projects like the Groundwater Replenishment System, which are being duplicated by water agencies worldwide.

Prior to Director Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council, where she served two terms as Mayor. At the city, she served on the Orange County Transportation Authority Board and was a Director of OC Clean Tech. Director Green serves on several other boards such as the Huntington Valley Boys and Girls Club and the Orange County Explorer Program. She is also a member of the American Legion Unit 133 Auxiliary, Huntington Beach Community Emergency Response Team (CERT), and the Elks Lodge 1959. She sits on the Advisory Board of the Bolsa Chica Conservancy and is a founding member of Amigos de Bolsa Chica.

Director Green is the recipient of many awards. Her most recent is a 2019 Boys and Girls Clubs of America National Service to Youth Award. In 2010, she was the recipient of the Spurgeon Award, and, in 2005, she was named Woman of the Year by then State Senator John Campbell. Other awards include the 2007 Peace Maker Award from the Greater Huntington Beach Interfaith Council, the 2006 United Way Excellence in Child Care Planning, and the Golden West College Pillar of Achievement Award. She has also been recognized as Huntington Beach's Citizen of the Year by the Huntington

Beach Chamber of Commerce, a Huntington Beach Soroptimist's Woman of Distinction, and a Bolsa Chica Conservancy Conservator of the Year.

Director Green's experience as the Mayor of Huntington Beach and later as OCWD's Board President, along with her involvement in other organizations, has contributed to her broad and expansive knowledge of local and statewide issues, making her very qualified for the position of ACWA Vice President. She has made numerous friendships and contacts statewide that could serve her well in leading ACWA into the future.

OCWD's Board has the highest confidence in Director Green and her proven leadership abilities, which can help guide ACWA to continued organizational success and excellence in serving its member agencies.

More information about Director Green's qualifications for the office of ACWA Vice President, along with a Template Resolution of Support for Cathy Green, can be found on [OCWD's website](#). Additionally, if you have any questions or requests for additional information, kindly contact OCWD General Manager Mike Markus at mmarkus@OCWD.com or 714-378-3305. Thank you for your consideration of Director Green for the office of ACWA Vice President.

Sincerely,



Stephen R. Sheldon
Board President



Michael R. Markus, P.E., D. WRE.
General Manager



BIOGRAPHY

Cathy Green, 1st Vice President | Division 6

Orange County Water District

Service Area: Parts of: Fountain Valley and Huntington Beach

Cathy Green was elected to the Orange County Water District (OCWD) Board of Directors in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the board to serve as its 2015 and 2016 president. She currently serves as 1st vice president, a position she previously held in 2013, 2014 and 2020.



Prior to Director Green's service on OCWD's board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as mayor. Director Green has been involved as a council liaison and committee member on many city boards, commissions and committees. She served on the Orange County Transportation Authority Board and was a director of OC Clean Tech.

Director Green's leadership in the water industry includes serving as an active member of the Association of California Water Agencies (ACWA) since 2012, including serving on ACWA's Executive Committee since 2020, the ACWA Board since 2016, and the Region 10 Board since 2012. She held the position of ACWA Region 10 Chair from 2018-2019 and served as Vice Chair since 2020, and previously from 2016-2017. Director Green has also served on several ACWA Committees including the Water Quality Committee since 2012, the Energy Committee since 2019, and the State Legislative Committee from 2012-2015.

Director Green serves on the boards of the Huntington Valley Boys and Girls Club and the Orange County Explorer Program; serves on the Huntington Beach City School District Medi-Cal Collaborative; is a director of the Prime Health Foundation and the Huntington Beach Hospital; is a member of the American Legion Unit 133 Auxiliary, Huntington Beach Community Emergency Response Team (CERT) and the Elks Lodge 1959; and is on the Advisory Board of the Bolsa Chica Conservancy. She is a founding member of Amigos de Bolsa Chica.

In addition, her community involvement has included serving as president of the Therapeutic Riding Center and the Huntington Beach Community Clinic, chair of the Orange County Emergency Medical Care Committee and of Explorer's/Learning for Life, first aid chair of Huntington Beach CERT, and board member of the OC Boy Scouts of America Council and American Family Housing.

Director Green is the recipient of many awards. Her most recent is a 2020 Boys and Girls Clubs of America National Service to Youth Award. In 2010, she was the recipient of the Spurgeon Award, and, in 2005, she was named Woman of the Year by then State Senator John Campbell. Other awards include the 2006 United Way Excellence in Child Care Planning, the 2007 Peace Maker Award from the Greater Huntington Beach Interfaith Council and the Golden West College Pillar of Achievement Award. She has also been recognized as Huntington Beach's Citizen of the Year by the Huntington Beach Chamber of Commerce, a Huntington Beach Soroptimist's Woman of Distinction and a Bolsa Chica Conservancy Conservator of the Year.

Director Green is a registered nurse and holds a degree in law. As a nurse, Director Green worked in the health care areas of intensive care, student health, community health, and patient advocacy. In addition to nursing, she gained experience with a variety of environmental projects while associated with Lockhart and Associates.

Director Green and her husband Peter have been residents of Huntington Beach since 1970 where they raised their two children Teresa and Tom.

RESOLUTION NO. 21-3-33
RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ORANGE COUNTY WATER DISTRICT
NOMINATING AND SUPPORTING OCWD DIRECTOR CATHY GREEN
AS A CANDIDATE FOR THE POSITION OF ACWA VICE PRESIDENT

WHEREAS, ACWA has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President; and,

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and,

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and,

WHEREAS, Director Green has served on the ACWA board since 2016 and she has served on the ACWA Board Executive Committee since 2020; and,

WHEREAS, Director Green has served as ACWA Region 10 Chair (2018-19) and is currently serving her second term as ACWA Region 10 Vice Chair (2016-17, current), and she has served as a ACWA Region 10 board member since 2012; and,

WHEREAS, Director Green serves on the ACWA Water Quality Committee (2012-current), ACWA Energy Committee (2019-current), and she previously served on the ACWA State Legislative Committee (2012-15); and,

WHEREAS, Director Green has served in a leadership role at Orange County Water District (OCWD). She was elected to the OCWD Board of Directors in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the Board to serve as its 2015 and 2016 President, and currently serves as 1st Vice President, a position she previously held in 2013, 2014, and since 2019; and,

WHEREAS, Director Green currently serves as the Chair of the Water Advisory of Committee of Orange County (WACO), Chair of the OCWD Water Issues Committee and Vice Chair of the OCWD Communications and Legislative Liaison Committee; and

WHEREAS, prior to Director Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council (2002-2010) where she served two terms as Mayor (2003, 2009). Director Green has been involved as a council liaison and committee member on many city boards, commissions and committees; and,

WHEREAS, it is the opinion of the OCWD Board of Directors that Director Green possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President; and,

NOW, THEREFORE, BE IT RESOLVED, that the OCWD Board of Directors does hereby nominate and support Director Cathy Green as a candidate for the office of ACWA Vice President, pledging the District's support of her endeavors in fulfilling the duties of this office if elected.

PASSED AND ADOPTED by the OCWD Board of Directors at a regular meeting of said Board held on the 3rd day of March 2021.



Janice Durant, District Secretary



Agenda Item: 12

STAFF REPORT

Board Meeting Date: August 18, 2021
Approved By: Brett Hodgkiss

SUBJECT: CLOSED SESSIONS

A. Consider Selection of General Counsel

The Board will convene in closed session pursuant to Government Code section 54957(b)(1) to consider selection of General Counsel.

B. Exposure to Litigation

The Board will convene in closed session pursuant to Government Code section 54956.9(a), (d)(1) and (e)(1) to consider potential exposure to litigation, one case.



Agenda Item: 13

STAFF REPORT

Board Meeting Date: August 18, 2021
Prepared By: Brett Hodgkiss

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

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



STAFF REPORT

Agenda Item: 14.A

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

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



STAFF REPORT

Agenda Item: 14.B

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto
Approved By: Brett Hodgkiss

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

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

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1 *	CSDA Quarterly Meeting <i>Aug. 19, 2021, 6:00 p.m.; 94th Aero Squadron, San Diego</i> <i>Registration deadline: Closed</i>	MacKenzie (R) Vásquez (R)
2	CSDA Annual Conference <i>Aug. 30-Sept. 2, 2021; Monterey Conference Center</i> <i>Registration deadline: 8/30/21</i>	MacKenzie (R, H) Sanchez (R, H, A) Vásquez (R, H, A)
3 *	Vista Chamber of Commerce Business Mixer <i>Sept. 8, 2021; 5:00 p.m.–6:00 p.m.; Antique Gas & Steam Engine Museum</i> <i>Registration deadline: None</i>	
4	Urban Water Institute Annual Conference <i>Sept. 8-9, 2021; Westin South Coast Plaza, Costa Mesa</i> <i>Registration deadline: 9/8/21</i>	MacKenzie (R, H)
5	Western Groundwater Congress (Groundwater Resources Association) <i>Sept. 13-15, 2021; Los Angeles Marriott Burbank Airport Hotel</i> <i>Registration deadline: 9/13/21</i>	Dorey (R, H)
6	CALAFCO Annual Conference <i>Oct. 6-9, 2021; Hyatt Regency Newport Beach John Wayne Airport</i> <i>Registration deadline: 8/31/21</i>	MacKenzie (H)
7 *	Vista Chamber of Commerce Business Mixer <i>Oct. 13, 2021; 5:00 p.m.–6:00 p.m.; Location TBD</i> <i>Registration deadline: None</i>	
8	Orange County Water Summit <i>Oct. 15, 2021; Grand Californian Hotel, Anaheim</i> <i>Registration deadline: 9/3/21</i>	
9	Council of Water Utilities Meeting <i>Oct. 19, 2021, 8:00 a.m.–9:30 a.m.</i> <i>Registration deadline: TBD</i>	
10	Sexual Harassment Prevention Training AB 1661 <i>Nov. 2, 2021 –9:00 a.m. – 11:00 a.m., VID Board Room</i> <i>Registration deadline: None</i>	Miller (R) Vásquez (R) Dorey (R) Sanchez (R) MacKenzie (R)
11 *	Vista Chamber of Commerce Business Mixer <i>Nov. 10, 2021; 5:00 p.m.–6:00 p.m.; Location TBD</i> <i>Registration deadline: None</i>	
12 *	CSDA Quarterly Meeting <i>Nov. 18, 2021, 6:00 p.m., 94th Aero Squadron, San Diego</i> <i>Registration deadline: TBD</i>	MacKenzie

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
13	ACWA Fall Conference <i>Nov. 30-Dec. 3, 2021–Pasadena</i> <i>Registration deadline: TBD</i>	Miller (T) Vásquez Dorey Sanchez MacKenzie
14 *	Vista Chamber of Commerce Business Mixer <i>Dec. 8, 2021; 5:00 p.m.–6:00 p.m.; Location TBD</i> <i>Registration deadline: None</i>	
15	Colorado River Water Users Association Conference (CRWUA) <i>Dec. 14-16, 2021</i> <i>Registration deadline: TBD</i>	Sanchez

* 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 for virtual meeting.



Agenda Item: 15

STAFF REPORT

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

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

Staff-generated list of tentative items for future agendas:

- Vista Flume Replacement Alignment Study Workshop (August 24, 2021 at 9 AM)
- Association of California Water Agencies Region 10 Election (September)
- Tiered Water Rates (September – following Fiscal Policy Committee review)



STAFF REPORT

Agenda Item: 16

Board Meeting Date: August 18, 2021
Prepared By: Lisa Soto

SUBJECT: COMMENTS BY DIRECTORS

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



Agenda Item: 17

STAFF REPORT

Board Meeting Date: August 18, 2021
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

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



Agenda Item: 18

STAFF REPORT

Board Meeting Date: August 18, 2021
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 Marlene Kelleher.