

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

January 22, 2014

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, January 22, 2014, at the offices of the District, 1391 Engineer Street, Vista, California.

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

Directors absent: None.

Staff present: Roy Coox, General Manager; Lisa Soto, Secretary of the Board; Eldon Boone, Assistant General Manager; Don Smith, Director of Water Resources; Brian Smith, Director of Engineering; Dan Dambach, Field Services Manager; Marlene Kelleher, Finance Manager; Al Ducusin, Engineering Manager; Judy Miller, Engineering Office Assistant; Brett Hodgkiss, Administrative Services Manager; and Marian Schmidt, Administrative Assistant. General Counsel Joel Kuperberg was also present.

Other attendees: Mr. Jin Huan Wang and Ms. Yin Reng Qiu were present for Agenda Item 7. VID Special Counsel John Carter was present from 11:31 a.m. to 1:03 p.m.

**3. PLEDGE OF ALLEGIANCE**

Director Vásquez led the pledge of allegiance.

**4. APPROVAL OF AGENDA**

14-01-07	<i>Upon motion by Director MacKenzie, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors approved the agenda as presented.</i>
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**5. PUBLIC COMMENT TIME**

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

**6. CONSENT CALENDAR**

14-01-08	<i>Upon motion by Director MacKenzie, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors approved the Consent Calendar, including Resolution No. 14-03 approving disbursements.</i>
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A. Waterline project

See staff report attached hereto. Staff recommended and the Board approved the "Agreement for Temporary Relocation and Replacement of an 8-inch Pipeline" for the County Water Authority (CWA) Pipeline 3 Desal Relining Project, located near Portal 5 at Bluebird Canyon Trail (LN 2013-026; DIV NO 5).

B. Construction agreement

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to enter into a Construction Agreement between the City of Vista and Vista Irrigation District for the Paseo Santa Fe Streetscape Improvement Project – Phase I (CIP #8232) within a portion of South Santa Fe Avenue from Main Street to Oceanview Drive shown on City of Vista drawing 4045 (LN 2013-022; D-2242; DIV NO 3).

C. Minutes of Board of Directors meeting on January 8, 2014

The minutes of January 8, 2014 were approved as presented.

D. Resolution ratifying check disbursements

**RESOLUTION NO. 14-03**

**BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 46641 through 46704 drawn on Union Bank totaling \$606,095.86.**

**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 by the following roll call vote of the Board of Directors of Vista Irrigation District this 22<sup>nd</sup> day of January 2014.**

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

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**7. TEMPORARY SERVICE AGREEMENT**

See staff report attached hereto.

General Manager Roy Coox recalled that at the last Board meeting, Mr. Jin Huan Wang and Ms. Yin Reng Qiu (the Qiu's) appeared before the Board requesting that the Board consider discounting the amount they owe on their Temporary Service Agreement (TSA). The Board at that time requested that staff prepare a comprehensive report about the Qiu's TSA as well as about how the District handles TSA's in general. Mr. Coox noted that included with the staff report was a letter from the Qiu's detailing their request to the District. Mr. Coox summarized from the letter, which stated that the Qiu's have paid the District \$4,000 towards the \$15,222.68 debt, and they propose to pay an additional \$3,000 to satisfy the debt, requesting that the District forgive the outstanding \$8,222.68. Mr. Coox provided background regarding the District's TSA program, and how it has evolved over the years to be a fee that is revisited and readopted annually by the Board.

The Board discussed the District's once existent loan program for the payment of TSAs, and why the program did not work, and was subsequently discontinued. The Board began brainstorming ideas to help the Qiu's to repay their debt. The Board noted that as is the case with all of the District's TSA's, this is a debt which is recorded on the property, and the Board has no legal authority to reduce or write off the debt regardless of the circumstances. Director Franklin asked Mrs. Qiu if she understood the fact that the Board has no legal ability to reduce the debt. She indicated that she did not understand. The Board invited Mrs. Qiu to call someone who could translate for her and her husband, as this is a critical point that she and her husband need to understand. Mrs. Qiu left the meeting, and the Board continued to discuss its sympathy for the Qiu's situation, and its desire to help the couple if possible. After a short time, Mrs. Qiu returned with a friend who introduced himself as Mike Yazdani, a friend of the Qiu's and the Real Estate Agent who assisted the Qiu's in the purchase of this property.

Mr. Yazdani reiterated the Qiu's situation, and why the Qiu's believe the amount they owe on the TSA should be reduced by the Board. The Board asked General Counsel to explain to Mr. Yazdani, so that Mr. Yazdani could in-turn explain to the Qiu's that the Board has no legal authority to absolve the outstanding debt on their TSA. General Counsel Joel Kuperberg explained that to absolve this debt for the Qiu's would be a gift of public funds, which is prohibited by law. Mr. Kuperberg further stated that if the District were to reduce the amount owed on the Qiu's TSA, the rest of the District's customers would have to pay the balance, which would be unfair as well as unlawful. Mr. Kuperberg stated that the District is obligated to collect the outstanding amount owed, and if the amount is not paid in full, the District's only remedy would be to discontinue water service at the residence. Turning off the water service at the residence would render the home uninhabitable, which would lead to the eventual sale of the home, which would lead to the collection of the outstanding debt from the next homeowner. Mr. Kuperberg said that the District does not want to do this. The District would prefer to work the matter out with the Qiu's.

The Board continued to offer ideas to help the Qiu's. Mr. Yazdani stated that he would convey some of the ideas offered by the Board to the Qiu's, and he further stated that he would explain the Board's legal position and its inability to forgive any portion of the debt. Mr. Yazdani reiterated that the Qiu's feel the price being charged is too high, and he requested background information regarding how the price was derived. Director Franklin advised that the price affixed to the TSA was established through the proper legal process, and that staff would provide him with the pertinent information. The Board concluded its discussion by referring the matter fully back to staff with its full confidence to work with the Qiu's. The Board suggested that the Qiu's bring a translator to help them discuss arrangements with staff. The Board emphasized that there is nothing the Board can do for the Qiu's, and that the Qiu's must work the matter out with staff.

14-01-09	<i>Upon motion by Director Franklin, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors communicated its full confidence in staff to work with the Qiu's while they repay the outstanding amount of their TSA debt and that the Board has no legal authority to discount the amount owed on their TSA, and directed staff to continue to enforce the terms and conditions of Temporary Service Agreement (TSA) No. 990 and the Amendment to TSA No. 990 for 204 Colina Terrace (APN: 177-052-66).</i>
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Following the above discussion Judy Miller, Mr. Yazdani, and the Qiu's left the meeting. During the above discussion, Alejandro Sanchez, a member of the public, arrived and indicated that he would like to address the Board under Public Comment Time. President Dorey reopened Agenda Item #5, Public Comment Time at this time.

**5. PUBLIC COMMENT TIME**

Mr. Alejandro Sanchez commented that perhaps in the future the Board should consider forming an ad hoc committee to review matters such as the one discussed in Agenda Item #7. Mr. Sanchez commented that with the dry season coming and in light of the drought declaration made recently by Governor Brown, he is concerned about whether the District has done all that it needs to do to prepare for the increased water demand. Director Vásquez stated that as Chair of the District's Water Sustainability Committee he was just talking with staff that morning about the status of conservation efforts in the District and regionally. Director Vásquez said that staff informed him that currently the District is conserving water at a rate of about 21% compared to when the original mandate to conserve was made by the State. Director Vásquez said that the District's customers are doing the best they can to be water wise, and the District is continuing its efforts to promote conservation. Director Vásquez noted that the Water Authority has projected that there will be adequate water to get through the summer, but conservation efforts must continue. Director Vásquez said that Water Sustainability Committee is addressing the drought as best it can with the information that it receives. Mr. Sanchez thanked the Board for its time and left the meeting.

Al Ducusin left the meeting during the above item.

**8. VISTA HALL OF FAME REQUEST FOR PARTICIPATION**

See staff report attached hereto.

There was no discussion on this item.

14-01-10	<i>Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors appointed Director Dorey to participate on the nominating committee for the Vista Historical Society Hall of Fame.</i>
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**9. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY**

See staff report attached hereto.

Director Miller reported that he attended the Water Authority Water Planning Committee public hearing regarding the 2013 Regional Water Facilities Optimization and Master Plan Update, Climate Action Plan, and Environmental Impact Report. Director Miller noted that there were 13 speakers, with 12 of them being from the Surfrider or Coastkeeper organizations. Director Miller noted that most of the comments made by the speakers were related to conservation and transparency. Director Miller said that at the North County Member Agencies meeting that morning it was noted that conservation Countywide is at 27%. Director Miller reported that the Metropolitan Water District has 2.4 million acre feet of water in reserves which is more than adequate with which to get through the anticipated dry year. Director Miller reported that in response to the Governor's recent drought declaration, the Water Authority is planning to request voluntary cutbacks from its member agencies.

**10. REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS, AND AUTHORIZATION FOR DIRECTOR ATTENDANCE AT UPCOMING MEETINGS AND EVENTS**

See staff report attached hereto.

Director Franklin stated that he may have an interest in attending the ACWA Conference in Washington DC to learn more about water issues on a federal level. He asked if the District has ever been represented at this conference in Washington DC. As the Board discussed the matter, it was noted that Director Franklin is a member of the ACWA Federal Affairs Committee. Director MacKenzie said that to her knowledge, no VID Board member has ever gone to this conference. The Board discussed the pros and cons of attending the ACWA Conference in DC. Director Miller questioned whether the benefit of attending this conference would justify the cost. He suggested that Director Franklin talk with others who have attended and see if they felt there was enough potential benefit to justify traveling that far. Director Franklin thanked his fellow Board members for their feedback adding that he would do more research on the matter, and at this time he would make no request to attend.

Director Vásquez, Director Miller, and President Dorey each reported on their attendance at the Council of Water Utilities (COWU) meeting the previous day where Don Smith, along with Linden Burzell of the Yuima Municipal Water District and Jeremy Jungreis of Rutan and Tucker, presented the steelhead recovery efforts in the San Luis Rey River and in other rivers in Southern California. Don Smith provided background about steelhead and about the National Marine Fisheries Service's (NMFS) recovery plan which requires viable ocean-run steelhead populations in 8 of the 10 watersheds in the Santa Catalina Gulf Coast region of Southern California, which includes all of San Diego County. Mr. Smith provided examples of NMFS interface with three Southern California water projects. Lin Burzell provided an overview of the steelhead species biology and about the "distinct population segment" controversy, and other recovery plan fallacies. Jeremy Jungreis presented the legal ties between steelhead and water development and potential strategies for dealing with steelhead. President Dorey thanked staff for its assistance putting together this good balance of speakers on this topic. He said the topic was well received by the membership.

Director Vásquez requested to attend the Urban Water Institute Spring Water Conference in Palm Springs, February 19-21, 2014.

Director MacKenzie reported on her attendance at the Liebert Cassidy workshop held onsite regarding "Difficult Conversations". She said that this was a very beneficial workshop, particularly for anyone in management. Director MacKenzie reported that on January 15 she participated in a webinar on Harassment Prevention Training. Director MacKenzie reported on her attendance at the CSDA Membership Committee meeting in Sacramento the previous Friday where the Committee reviewed membership, recruitment and retention issues for CSDA.

Dan Dambach and Brian Smith left the meeting at this time.

14-01-11	<i>Upon motion by Director Miller, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors authorized the following attendances: Director Vásquez to attend the Urban Water Institute Spring Water Conference in Palm Springs February 19-2, 2014.</i>
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**11. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES**

See staff report attached hereto.

Director MacKenzie suggested an informational agenda item regarding the District's Water Supply Response Program, including other Districts' conservation status in light of the recent drought declaration. It was noted that the conservation rate among the water agencies which are primarily agricultural will appear higher because many farmers have let their crops go due to the high cost of water and workers' compensation insurance. President Dorey suggested that staff prepare a table showing the status of conservation efforts of agencies comparable to the District.

A brief break was taken from 10:58 a.m. to 11:08 a.m. Upon return from break, present in the audience were Marlene Kelleher, Brian Smith, Don Smith, and Brett Hodgkiss.

**12. COMMENTS BY DIRECTORS**

President Dorey suggested that the Water Sustainability Committee meet to discuss the District's current conservation efforts, and plans for the future. Director MacKenzie said that when she suggested the informational item regarding the District's Water Supply Response Program, she envisioned that it would first be discussed by the Water Sustainability Committee before being presented to the Board.

Director Franklin recalled reading something about financial incentives for replacing old toilets for high efficiency, low flow toilets. He inquired about the status of this program. Administrative Services Manager Brett Hodgkiss responded that there was a message on the District's water bills about this program, which is sponsored by the Metropolitan Water District. Mr. Hodgkiss added that rebates are currently being offering through June 30, 2014. Director Franklin stated that as a ratepayer, the message on the water bill did not get his full attention because it did not give any hint as to how much the rebate might be. He suggested that the message include an "up to" amount to give the reader an idea of how much the rebate might be and possibly grab the reader's attention more effectively. Mr. Hodgkiss said that this can be done in the future. President Dorey suggested that the Public Affairs Committee discuss this and other ways the District can communicate and promotes conservation practices to its customers.

**13. COMMENTS BY GENERAL COUNSEL**

Mr. Kuperberg informed the Board that the Fair Political Practices Commission is in the process of promulgating regulations. One that could be relevant for the District would be if someone donates travel costs for use by the agency for agency business. If that should occur, the donation must go through the General Manager and he or she must have unfettered discretion in determining to whom the donation should be allocated for the benefit of the agency.

**14. COMMENTS BY GENERAL MANAGER**

Mr. Coox informed the Board that the District received an award in the Vista Christmas Parade for 2013 for the "Best Use of Theme". He passed around the trophy for the Board to see, and he noted that the theme of the parade was "Star Wars" in celebration of the 30<sup>th</sup> anniversary of the movie.

Mr. Coox noted the water level at Lake Henshaw was at 4,087 acre feet, which is low for this time of year. Mr. Coox reminded the Board that Sexual Harassment Prevention Training was scheduled for the following morning at 8:00 a.m. in the Board room for any Board member wishes to attend.

Mr. Coox said that he placed at the dais copies of the news release by the Water Authority about the Governor's drought declaration. Mr. Coox said that he also included a summary of the District's Water Supply Response Program adopted by the Board. Mr. Coox said that the District is proactive and is always at Level 1 of the Program which calls for certain conservation measures by customers. Mr. Coox noted that not all agencies are proactive in this way. He added that he believes the Water Authority may have to encourage other agencies to follow suit if the drought conditions continue.

Brett Hodgkiss, Brian Smith and Marlene Kelleher left the meeting at this time.

**15. CLOSED SESSION FOR CONFERENCE WITH LEGAL COUNSEL**

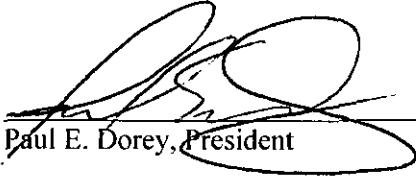
President Dorey adjourned the meeting to closed session at 11:30 a.m. for a conference with legal counsel per Paragraph (1) of subdivision (d) of Government Code section 54956.9 to discuss the following pending litigation:

- A. Philip Omdahl vs. Vista Irrigation District (Case No. 37-2013-00045757-CU-BC-NC)
- B. San Luis Rey Indian Water Rights Litigation (Settlement)
- C. Quantification Settlement Agreement (QSA)

The meeting reconvened in open session at 1:02 p.m. President Dorey declared that no reportable action had been taken.

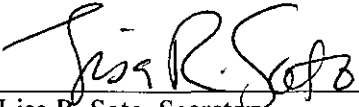
**16. ADJOURNMENT**

There being no further business to come before the Board, at 1:02 p.m., President Dorey adjourned the meeting.



Paul E. Dorey, President

ATTEST:



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



## STAFF REPORT

Agenda Item: 6.A

**Board Meeting Date:** January 22, 2014  
**Prepared By:** Al Ducusin  
**Reviewed By:** Brian Smith  
**Approved By:** Roy Coox

SUBJECT: WATERLINE PROJECT

RECOMMENDATION: That the Board approve the “Agreement for Temporary Relocation and Replacement of an 8-inch Pipeline” for the County Water Authority (CWA) Pipeline 3 Desal Relining Project, located near Portal 5 at Bluebird Canyon Trail (LN 2013-026; DIV NO 5).

PRIOR BOARD ACTION:

10/09/13 Informational Item; Lease of District Property for CWA Pipeline 3 Desal Relining Project.  
06/26/13 Approved Carlsbad Desalination Conveyance Pipeline project within District’s boundaries.

FISCAL IMPACT: None.

SUMMARY: Construction of CWA’s Pipeline 3 Desal Relining Project is currently underway and is being constructed by L.H. Woods and Sons, Inc. CWA’s contractor will reline approximately 26,000 feet of Pipeline 3 from San Marcos to Twin Oaks as part of the current Carlsbad Desalination Conveyance Pipeline project.

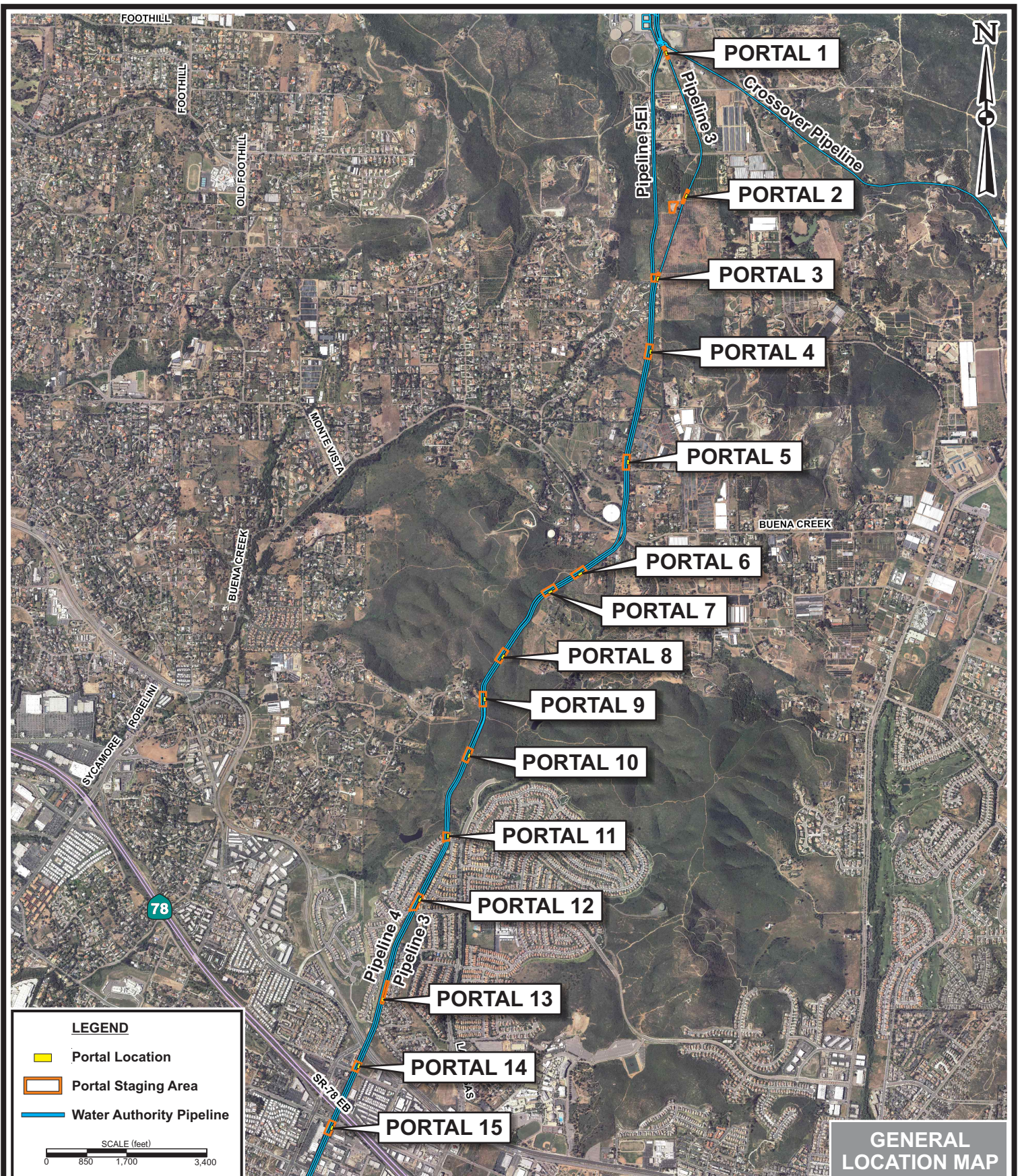
Along the route, excavation of CWA’s Portal 5 located at Bluebird Canyon Trail necessitates the temporary relocation and replacement of approximately 100 feet of an 8” pipeline owned by the District.

DETAILED REPORT: Staff reviewed CWA’s Pipeline 3 construction plans within District’s boundaries. One of their access portals (Portal 5) to CWA’s existing 75” pipeline is close to the District’s existing 8” waterline in Bluebird Canyon Trail. During excavation and construction, CWA’s contractor will temporarily relocate and then replace the District’s waterline in place with a new 8” waterline. CWA anticipates that their contractor will be working at this location in April 2014.

Staff is recommending that this agreement be approved prior to any relocation or replacement of District’s facilities in Bluebird Canyon Trail. The agreement has been reviewed by General Counsel.

ATTACHMENTS: See attached maps.





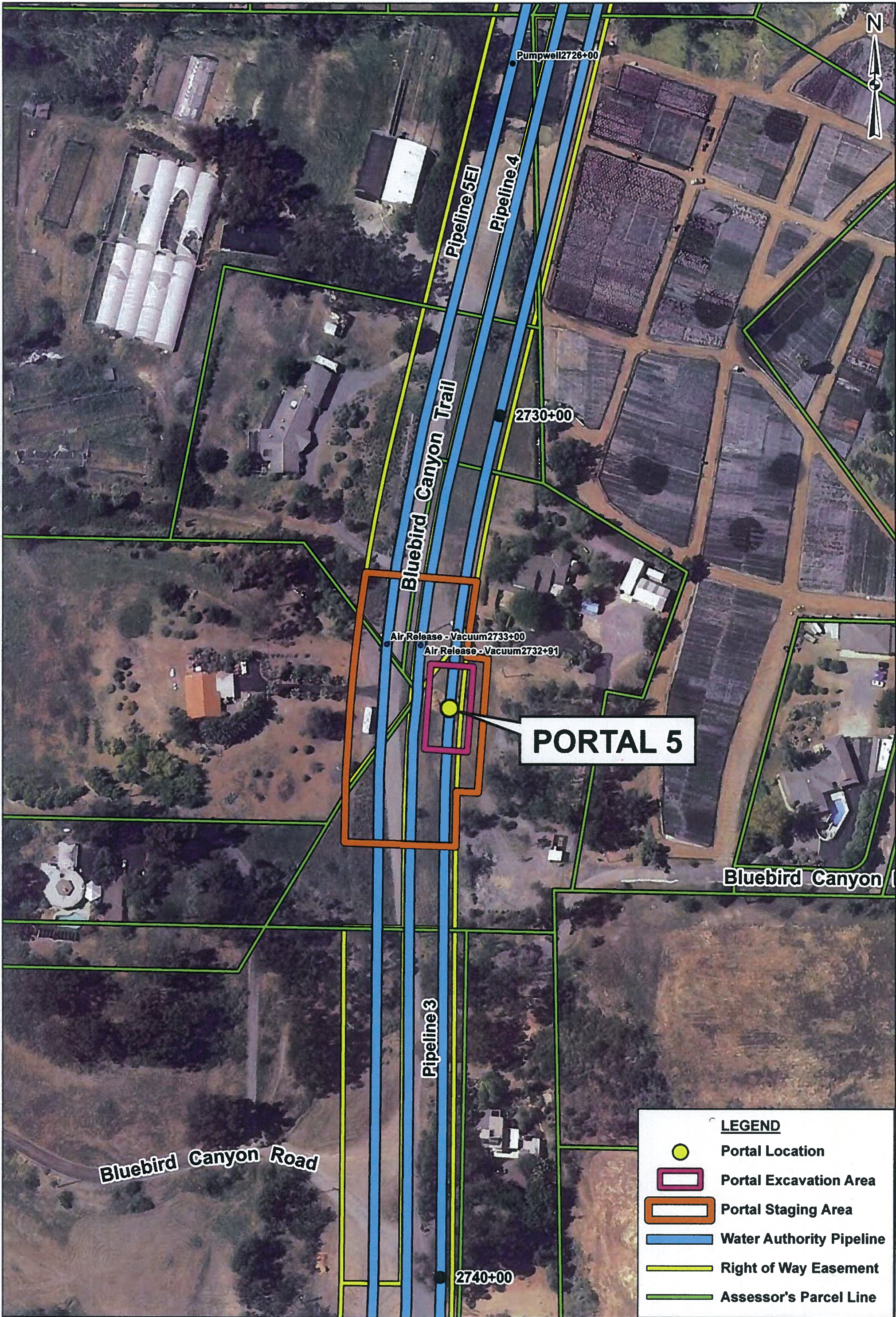
PROJECT:

**PIPELINE 3 DESALINATION RELINING  
SAN MARCOS TO TWIN OAKS**

**FIGURE 2**



San Diego County Water Authority  
**CAPITAL IMPROVEMENT  
PROGRAM**









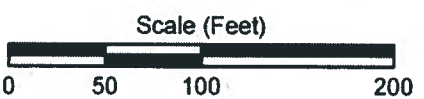
**PORTAL 5**

Bluebird Canyon

Bluebird Canyon Road

**LEGEND**

-  Portal Location
-  Portal Excavation Area
-  Portal Staging Area
-  Water Authority Pipeline
-  Right of Way Easement
-  Assessor's Parcel Line



**Pipeline 3 Desalination Relining,  
San Marcos to Twin Oaks**





## STAFF REPORT

Agenda Item: 6.B

<b>Board Meeting Date:</b>	<b>January 22, 2014</b>
<b>Prepared By:</b>	<b>Al Ducusin</b>
<b>Reviewed By:</b>	<b>Brian Smith</b>
<b>Approved By:</b>	<b>Roy Coox</b>

**SUBJECT:** CONSTRUCTION AGREEMENT

**RECOMMENDATION:** That the Board authorize the General Manager to enter into a Construction Agreement between the City of Vista and Vista Irrigation District for the Paseo Santa Fe Streetscape Improvement Project – Phase I (CIP #8232) within a portion of South Santa Fe Avenue from Main Street to Oceanview Drive shown on City of Vista drawing 4045 (LN 2013-022; D-2242; DIV NO 3).

**PRIOR BOARD ACTION:**

06/12/13 Approved Paseo Santa Fe Project (Budget Item No. 14-03) in the FY2014 Capital Budget for the amount of \$650,000.

**FISCAL IMPACT:** Per District Rules and Regulations Section 3.9.2 (Determination of Financial Responsibility for Relocating District Water Lines and Facilities), the District will pay 100% of the cost of the relocation of water facilities if the District does not have prior rights. For this project, it has been determined that the City has prior rights.

**SUMMARY:** The City of Vista's Paseo Santa Fe Streetscape Improvement Project is scheduled to begin in early Spring 2014 in conjunction with the Paseo Pointe Affordable Housing Project. This project is part of the City's Downtown Redevelopment plans. Phase I will be on South Santa Fe Avenue between Main Street and Oceanview Drive and include both sides of South Santa Fe. Staff is finalizing review of the plans, specifications, and bid items.

The City has advertised its project for bids and will award the construction contract on February 18, 2014. Because the City is on a tight time schedule to construct the improvements with the Paseo Pointe Affordable Housing Project, staff is recommending that the Board authorize the General Manager to enter into a Construction Agreement with the City. This Construction Agreement defines the arrangement between agencies regarding, among other things, payment for the construction of District facilities. Staff will notify the Board if the construction contract exceeds the budgeted amount of \$650,000.

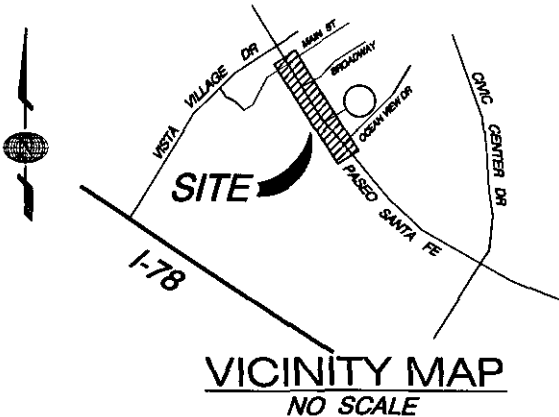
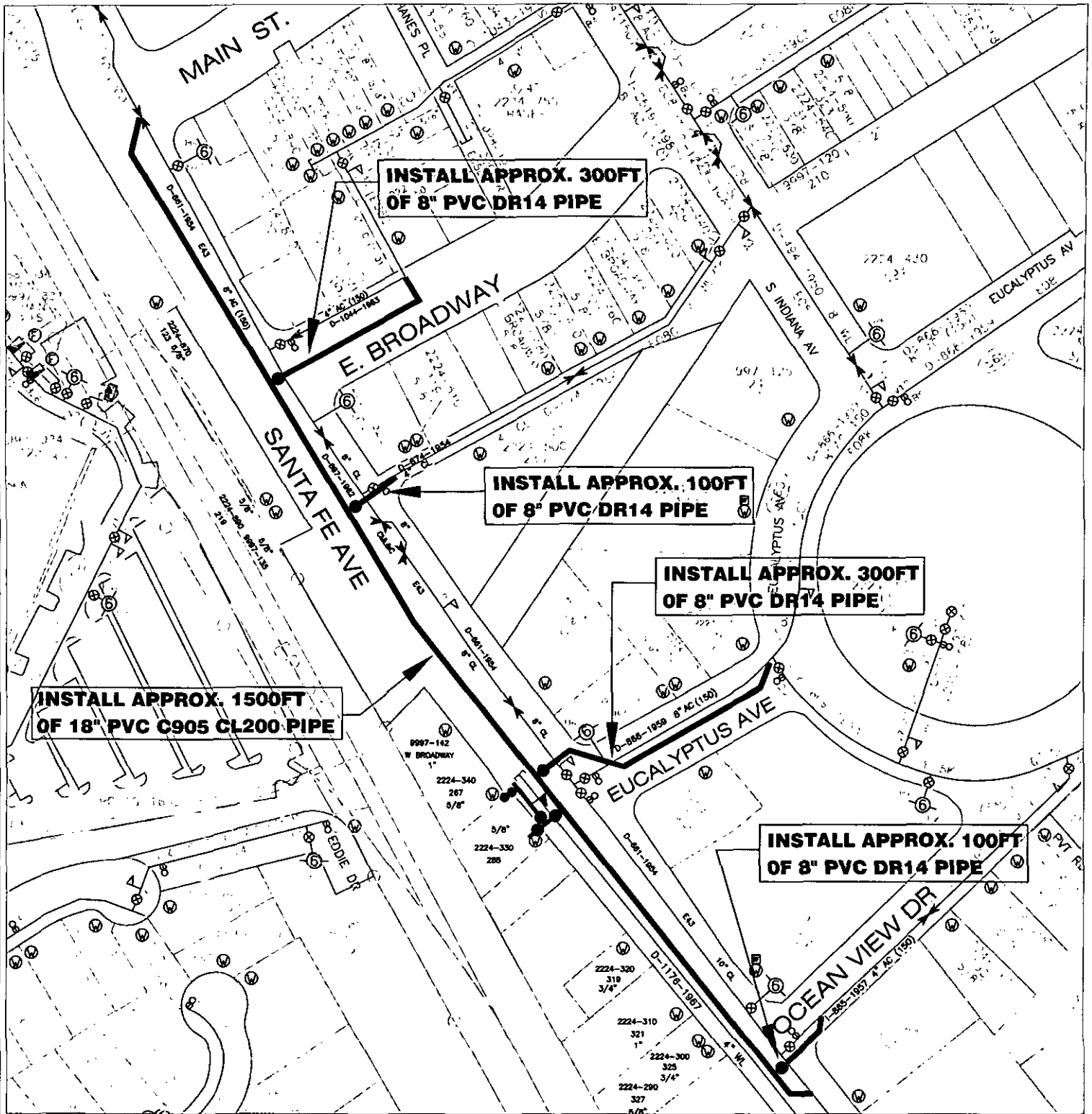
**DETAILED REPORT:** The City of Vista's Paseo Santa Fe Streetscape Improvement Project will reconstruct the street section and reduce the width of South Santa Fe Avenue from Main Street to Oceanview Drive from four lanes to two lanes. This project consists of other City improvements including installing on-street public parking, installing traffic circles, and widening sidewalks. Since the City's contractor will complete 100 percent of the road improvements, there will be no District force work involved in this project other than District inspection of the water facilities. The District will reimburse the City for the District's portion of the construction.

The existing lines within this portion of South Santa Fe were installed during the 1950's. The replacement of these existing lines is identified in the District's Master Plan (Portion of ULT-1). The project consists of approximately 1,446 feet of 18" PVC, 46 feet of 10" PVC, 679 feet of 8" PVC, three 18" butterfly valves, seven 8" gate valves, one 4" fire service, six 1" water services, one 1 1/2" water service, one 1" air-vent, three 2" air-vents, five 2" blow-offs, five 4" blow-offs, mobilization/demobilization, traffic control and construction staging.

The Construction Agreement has been reviewed by District General Counsel and Vista's City Attorney.

**ATTACHMENTS:** See attached map.

EXHIBIT 'B'



**VISTA IRRIGATION DISTRICT**

**PASEO SANTA FE STREET IMPROVEMENTS**

APN	T.B. 1087-J7
SCALE	NO SCALE
APPD. BY <i>AD</i>	DATE <i>1/15/14</i>
DRAWN BY <i>JV</i>	DATE <i>7/9/13</i>
SHEET 1 OF 1	MAP F14
REVISED: 1/13/14 Jay Vittachi	W.O. <b>D-2242</b>
PATH: Z:\Engineering\JOBS\LN-Jobs\LN2013\2013-022\Paseo Santa Fe Street Imp.dwg	



**Cash Disbursement Report**  
**December 19, 2013 through January 02, 2014**  
 (Payroll related checks are excluded)

Check		Vendor	Invoice Number	Description (Qty)	Amount Incl. Tax
Number	Date				
46641	12/26/2013	Airgas USA, LLC	9022333478	Arc & Gas Rod	420.39
			9022599407	First Aid Supplies	393.51
					<b>\$813.90</b>
46642	12/26/2013	Aqua-Metric Sales Company	0050039-IN	2" Turbine Meters	2,483.33
			0050047-IN	3" Turbine Meters	2,316.61
					<b>\$4,799.94</b>
46643	12/26/2013	Aquajet Art	20131685	Modification of Flanges	600.00
46644	12/26/2013	Boot World, Inc.	1105098-IN	Footwear Program	174.92
46645	12/26/2013	Cal State Auto Parts, Inc	10654	Trk 49, Oil & Fuel Filter	86.60
46646	12/26/2013	City Of Escondido	AR0000024473	Qtrly Water/Canal 10/13-12/13	2,500.00
			AR0000024548	Filter Plant/Sept-Oct'13	289,450.00
					<b>\$291,950.00</b>
46647	12/26/2013	Coastal Chlorination and Backflow	2669	Disinfection of New Mains	345.00
			2672	Disinfection of New Mains	345.00
					<b>\$690.00</b>
46648	12/26/2013	CDW Government, Inc.	HN77911	C2G 2m USB 2.0A to Mini Cable	5.97
				Tripp Inverter 150W (2)	67.68
				Contour Roller Pro 2 Mouse	261.09
			HQ70171	APC Battery Module Symmetra	1,515.21
					<b>\$1,849.95</b>
46649	12/26/2013	Diamond Environmental Services	0000123101	Portable Restroom Svc	123.75
46650	12/26/2013	Diaz, Alina	07260-725-1/CUST REFUND	Customer Refund/Closing	64.79
46651	12/26/2013	Direct Energy	133400019669438	Electric 10/16/13-11/14/13	1,148.68



**Cash Disbursement Report**  
**December 19, 2013 through January 02, 2014**  
 (Payroll related checks are excluded)

Check		Vendor	Invoice Number	Description (Qty)	Amount Incl. Tax
Number	Date				
			133400019669438	Electric 10/16/13-11/14/13	13,760.42
				Electric 10/16/13-11/14/13	3.15
				Electric 10/16/13-11/14/13	12.81
				Electric 10/16/13-11/14/13	22.95
				Electric 10/16/13-11/14/13	487.70
				Electric 10/16/13-11/14/13	32.15
					<b>\$15,467.86</b>
46652	12/26/2013	El Camino Rental	454542-6	Concrete Pad & Sidewalk	139.97
46653	12/26/2013	Electrical Sales, Inc.	4215189	Process Meter	832.69
46654	12/26/2013	EVP Systems, Inc	VIST201310	Jul-Sep'13 Investment Valuation	52.00
46655	12/26/2013	Fuller Paving & Development, Inc.	4244-S	Road Repair - Foothill	56,666.37
46656	12/26/2013	Gemini Pest Control Inc.	INV 12/06/13	Removal of Bees (7)	560.00
46657	12/26/2013	Glennie's Office Products Inc.	1331606-0	Office Supplies	254.14
			1331609-0	Office Supplies	16.67
			1332724-0	Office Supplies	711.60
			1333450-0	Office Supplies	1,359.45
					<b>\$2,341.86</b>
46658	12/26/2013	Grainger	9308664177	Hardware/Backflow Test Stand	77.85
				Welding Helmet	162.71
			9309615863	Hardware/Backflow Test Stand	12.56
					<b>\$253.12</b>
46659	12/26/2013	Guardian Life Insurance Company	00472489 12/13	LTD/STD/Life 12/13	5,670.55
46660	12/26/2013	Hach Company	8608583	Laboratory Reagents	291.08
46661	12/26/2013	Hawthorne Machinery Co.	PS040053271	L-4, Rear Reflectors	11.79



**Cash Disbursement Report**  
**December 19, 2013 through January 02, 2014**  
 (Payroll related checks are excluded)

Check		Vendor	Invoice Number	Description (Qty)	Amount Incl. Tax
Number	Date				
			PS040053315	B-16, Window Glass	51.74
					<b>\$63.53</b>
46662	12/26/2013	Horton, Knox, Carter & Foote, LLP	19880	Legal/Indian Wtr Rights 11/13	14,137.50
46663	12/26/2013	InfoSend, Inc.	74854	Postage	6,602.06
				Mailing Services	2,707.80
			74962	Support/Storage Fees 11/13	739.34
					<b>\$10,049.20</b>
46664	12/26/2013	Innovyze, Inc	20090AM	H2ONET Analyzer Gold Maintenance	1,600.00
46665	12/26/2013	Iron Mountain Records Management	200134045	November, 2013 Charges	209.44
46666	12/26/2013	Ken Grody Ford Carlsbad	343368	Trk 22, Retainer clips	19.55
46667	12/26/2013	Lawnmowers Plus, Inc.	450003	Grease Gun	17.16
46668	12/26/2013	MacKenzie, Jo A	REIMB/ACWA CONF 12/13	ACWA Conf 12/13	697.05
46669	12/26/2013	Midas	0020022	Trk 8, 2 Tires/Mounting/Alignment	393.17
			0020036	Trk 56, 2 Tires/Mounting	204.46
					<b>\$597.63</b>
46670	12/26/2013	Moodys	159902	Dump fee	150.00
			159940	Dump fee	50.00
			160097	Dump fee	100.00
			160221	Dump fee	100.00
			160222	Dump fee	100.00
					<b>\$500.00</b>
46671	12/26/2013	Nissho of California, Inc	201548	Landscape Service @ District	1,006.00
46672	12/26/2013	North County Auto Parts	8120-230276	Trk 69, Spark Plug	3.67



**Cash Disbursement Report**  
**December 19, 2013 through January 02, 2014**  
 (Payroll related checks are excluded)

Check		Vendor	Invoice Number	Description (Qty)	Amount Incl. Tax
Number	Date				
			8120-230283	Trk 8, Battery	103.62
			8120-230291	Trk 8, Oil Filter	4.12
			8120-230292	Trk 8, Taillight Lens	6.79
			8120-230295	Shop- Thermostat	10.93
			8120-230527	Trk 72, Trans Filter, Oil	44.54
			8120-230606	Trk 66, Alternator	204.81
			8120-230754	Trk 56, Service Filters, Oil	55.94
			8120-230826	Shop- Spray Adhesive, Wipers	54.54
			8120-231039	Trk 19, Trans & Oil Filters	25.62
			8120-231040	Trk 37, Oil Filter	3.59
			8120-231113	Trk 8, Battery Core	(19.53)
			8120-231114	Trk 66, Alternator Core	(96.00)
			8120-231115	Thermostat	10.93
			8120-231150	Thermostat	(10.93)
					<b>\$402.64</b>
46673	12/26/2013	North County Industrial Park	264-087738 01/14	HOA Fees/Lot T, Headquarter	879.30
46674	12/26/2013	Palomar Health	00043699-00	DMV Physical for DOT	65.00
46675	12/26/2013	Pool & Electrical Products, Inc	12174659	Chlorine	2.56
46676	12/26/2013	Regal CineMedia	EMPLOYEE TICKETS 12/13	Premier Super Saver Tickets	1,600.00
				Shipping & Handling	8.00
					<b>\$1,608.00</b>
46677	12/26/2013	Rogers, Anderson, Malody & Scott, LLP	40089	Audit Services 11/13	3,025.00
46678	12/26/2013	Rutan & Tucker, LLP	677952	Legal-Administrative 11/13	456.00
46679	12/26/2013	San Diego Building Maintenance	18132	Janitorial Service 2013-14	1,815.00
46680	12/26/2013	San Diego Gas & Electric	98031459852 11/13	Electric 11/05/13-12/05/13	67.11
				Electric 11/05/13-12/05/13	86.53
				Electric 11/05/13-12/05/13	139.04





**Cash Disbursement Report**  
**December 19, 2013 through January 02, 2014**  
 (Payroll related checks are excluded)

Check		Vendor	Invoice Number	Description (Qty)	Amount Incl. Tax
Number	Date				
			98031459852 11/13	Electric 11/05/13-12/05/13	3,338.58
				Electric 11/05/13-12/05/13	109.66
					<b>\$3,740.92</b>
46681	12/26/2013	Schonzeit, Dave	REIMB/WTR DAMAGE 12/13	Mainline Failure Damage	825.00
46682	12/26/2013	SimplexGrinnell LP	76660639	Fire Sprinkler Qtrly Inspection	992.25
46683	12/26/2013	Thorpe, Sherrel A	REIMB/EMP LUNCHEON 12/13	Holiday/Svc Award Luncheon'13	562.97
46684	12/26/2013	Underground Service Alert of S. Cal.	1120130764	160 New tickets	240.00
46685	12/26/2013	URISA (Urban & Regional Info Syst Assoc)	134010	URISA Membership Dues	175.00
46686	12/26/2013	Vinje & Middleton Engineering	20295	Compaction Testing	1,062.50
46687	12/26/2013	Vista Chamber of Commerce	20221	Membership Renewal 2014	825.00
46688	12/26/2013	Vista Lock and Safe Company	52512	Keys	60.63
46689	12/26/2013	Walters Wholesale Electric Co	2883980-01	Florescent Bulbs	74.19
46690	12/26/2013	WM LampTracker, Inc	0634315	Battery-Haz Waste Disposal	139.95
46691	01/02/2014	ACWA JPIA	0252979	VID/Ins/Jan 14	124,041.16
				Retirees/Ins/Jan 14	31,640.85
				Dorey/Ins/Jan 14	1,181.60
				Vasquez/Ins/Jan 14	1,181.60
				Franklin/Ins/Jan 14	1,426.09
				MacKenzie/Ins/Jan 14	1,426.09
				Miller/Ins/Jan 14	1,426.09
					<b>\$162,323.48</b>
46692	01/02/2014	Blue Shield of CA Life & Health	133430140001	VID/Ins/Jan 14	1,581.88



**Cash Disbursement Report**  
**December 19, 2013 through January 02, 2014**  
 (Payroll related checks are excluded)

Check		Vendor	Invoice Number	Description (Qty)	Amount Incl. Tax
Number	Date				
			133430140001	Dorey/Ins/Jan 14	13.83
				Franklin/Ins/Jan 14	13.83
				MacKenzie/Ins/Jan	13.83
				Miller/Ins/Jan 14	13.83
				Vasquez/Ins/Jan 14	13.83
					<b>\$1,651.03</b>
46693	01/02/2014	Boone, Eldon L	REIMB/ACWA CONF 12/13	Dorey/ACWA Conf	48.19
				MacKenzie/ACWA Conf	70.63
				Miller/ACWA Conf	70.63
				Boone/ACWA Conf	1,009.52
					<b>\$1,198.97</b>
46694	01/02/2014	Delta Dental Insurance Company	BE000708421	VID/Dental 01/14	259.21
46695	01/02/2014	Leon Perrault Trucking & Materials	2013-482	Bochard Material	721.75
				Trucking & Material 11/13	1,476.50
				Trucking & Material 11/13	4,056.75
					<b>\$6,255.00</b>
46696	01/02/2014	MacKenzie, Jo A	REIMB/CRWUA CONF 12/13	CRWUA Conf 12/13	272.58
46697	01/02/2014	New Pointe Investment 14 LLC	RFND/DEPOSITS 12/13	Mylar Deposit	2,000.00
				Inspection Deposit	365.50
					<b>\$2,365.50</b>
46698	01/02/2014	North County Industrial Park	264-087737 01/14	HOA Fees/Lot S, Vacant Lot	256.40
46699	01/02/2014	Packard Government Affairs	12/01/13 SAN LUIS REY	Indian Wtr Settlement	753.12
46700	01/02/2014	San Diego Gas & Electric	03000315101 12/13	Electric 11/13/13-12	71.22
			36494885121 12/13	WCRH Electric 11/14-12/16/13	47.46
					<b>\$118.68</b>
46701	01/02/2014	Sfera, Vasa			



**Cash Disbursement Report**  
**December 19, 2013 through January 02, 2014**  
(Payroll related checks are excluded)

Check		Vendor	Invoice Number	Description (Qty)	Amount Incl. Tax
Number	Date				
			02150-749-0/CUST REFUND	Customer Refund/Closing	5.94
46702	01/02/2014	UniFirst Corp	360 1093589	Uniform Services	316.54
46703	01/02/2014	Weatherwax, Christopher S	REIMB/TUITION 12/13	Tuition Reimbursement	359.71
46704	01/02/2014	Wray, Lois	01110-596-0/CUST REFUND	Customer Refund/Closing	681.38
<b>Grand Total:</b>					<b>\$606,095.86</b>



## STAFF REPORT

Agenda Item: 7

**Board Meeting Date:** January 22, 2014  
**Prepared By:** Brian Smith  
**Approved By:** Roy Coox

**SUBJECT:** TEMPORARY SERVICE AGREEMENT

**RECOMMENDATION:** Direct staff to continue to enforce the terms and conditions of Temporary Service Agreement (TSA) No. 990 and the Amendment to TSA No. 990 for 204 Colina Terrace (APN: 177-052-66).

**PRIOR BOARD ACTION:**

- 5-18-1994 Approved TSA No. 990 for 204 Colina Terrace
- 9-16-2009 Established a reimbursement amount for TSA Nos. 266, 498 and 755 and, directed staff to work with property owners to come up with an equitable repayment plan.
- 1-20-2010 Adopted a TSA Loan Program for property owners in order to assist them in satisfying their contractual obligations.
- 8-17-2011 Discontinued the District's TSA Loan Program due to legal and financial considerations.
- 4-2-2012 Approved Resolution No. 12-06 revising the Rules and Regulations of the District relative to fees and charges other water rates, which included a TSA connection fee.

**FISCAL IMPACT:** The total TSA connection fee for 204 Colina Terrace is \$15,222.68. The property owner has paid \$4,000 of this fee to date.

**SUMMARY:** Yin Reng Qiu and Jin Huan Wang (Qiu's) have written the attached letter requesting that the Board delay final payment of the TSA until October of 2014 and reduce the amount of the TSA from \$15,222.68 to \$7,000.

The Qiu's own property at 204 Colina Terrace that was being served by a temporary off-site water meter under the terms and conditions of a Temporary Service Agreement (TSA) recorded against the property. They purchased the property in 2010 as shown on the attached Property Detail Report. In April 2013, District crews installed a main adjacent to the Qiu's property (see attached map) which, by the terms of the TSA, required that their meter be moved to the new main and that they pay the connection fee established by the Board of \$15,222.68 to cover the cost of moving the meter as well as a pro rata share of the new main.

Prior to completion of the new main, the Qiu's asked staff to consider payment options to allow them more time to raise money. Staff negotiated an Amendment to the TSA extending the due date for the connection fee from March of 2013 to December 31, 2013 (see attached). On December 23, 2013, the Qiu's asked to allow further extension of the due date into early 2014 along with the payment of \$4,000 towards the amount due. Staff agreed to this arrangement and drafted a Second Agreement to the TSA (see attached) offering to extend the due date to March 31, 2014. On December 31, 2013 the Qiu's paid \$4,000 but refused to sign the Second Amendment, informing staff that they would be attending the January 8, 2014 Board Meeting.

The Qiu's have been informed that their TSA is a legal and legitimate obligation, that the District is incurring actual costs to install their pipeline, and that if they do not pay the costs then all the other ratepayers in the District would in fact be subsidizing them. All other TSA's in the District have ultimately been appropriately discharged by the property owner.

## DETAILED REPORT:

Following is a chronological list of events pertaining to the TSA at 204 Colina Terrace:

- May 1994 Board approved TSA No. 990 (attached) allowing a temporary off-site water meter for 204 Colina Terrace.
- April 2012 Staff started investigating replacement options for aging pipes in hard to access locations near Colina Terrace.
- May 2012 Staff notified two property owners on Colina Terrace (204 & 205 Colina Terrace) of a possible new water main to be installed adjacent to their properties sometime after November 2012 and alerted them to the terms and conditions of the TSA's recorded on their properties, including the cost to establish permanent service
- Oct. 15, 2012 Qiu's informed staff that when they bought the property, in December 2010, they were aware of the TSA but indicated that the document did not say how much the work would cost or when it would be done.
- Oct. 23, 2012 Staff responded to Qiu's with explanation of connection fee calculation and notifying the Qiu's that a firm construction date had not been established and the connection fee is not due until the start of construction.
- Oct. 26, 2012 Property owner at 205 Colina Terrace paid TSA connection fee in full.
- Nov. 13, 2012 Based on a meeting held on October 30, 2012, the Qiu's were informed that the District's General Manager was willing to work with them on a short term payment plan if money could not be secured by any other means.
- Dec. 5, 2012 Qiu's inquired about a short term payment plan.
- Dec. 12, 2012 Staff responded with some basic terms for a short term payment plan.
- Dec. 21, 2012 Qiu's reiterated that the TSA did not specify an amount or time for the connection fee.
- Jan. 10, 2013 Staff reiterated that the TSA is a legal and binding covenant on their property and that there are many of these agreements recorded on other properties that have been required to pay for permanent service. Staff also suggested that if they believed that the TSA is null and void because it does not specify an exact amount or time, they may wish to consult the advice of an attorney.
- Jan. 17, 2013 Qiu's informed staff that they would be attending the January 23, 2013 Board Meeting and that they could pay the amount slowly over time.
- Jan. 18, 2013 Staff informed Qiu's that they are welcome to come to the Board Meeting but since their item is not on the Board Agenda, the Board would not be able to take any action on their item. Staff suggested that before going to the Board, a meeting with staff to discuss possible payment options would be more productive.
- Jan. 31, 2013 A meeting was held with the Qiu's with the following staff members; General Manager, Assistant General Manager, Director of Engineering, Engineering Manager and Finance Manager. Staff presented several options the District could or have offered in the past including a loan program. After hearing the terms of the previous District loan program they declined that option. The Qiu's said they were working on a loan for their TSA but they did not expect to get it approved before they return to Canada around April. They also indicated that it will be easier to obtain a loan in Canada where they are residents and own a business. They asked to delay the TSA payment to later in the year. Staff agreed to delay the due date of the payment until December 31, 2013 if the Qiu's would sign an Amendment to the TSA laying out the terms of the extension.

- March 14, 2013 Qiu's signed the Amendment to the TSA, which was recorded against their property on March 19. The Amendment established a due date for payment of the connection fee to December 31, 2013, while establishing that if the Qiu's failed to pay by the due date, the District could begin collecting 10% interest on the unpaid balance and terminate water service to the property.
- Feb.-Apr., 2013 District crews completed the Colina Terrace Main Replacement project and moved the Qiu's meter to the new main.
- Nov. 27, 2013 A letter and email was sent to the Qiu's reminding them of the December 31, 2013 connection fee due date.
- Dec. 23, 2013 Qiu's emailed request to extend due date for connection fee to early 2014 and offered to pay \$4,000 before December 31, 2013.
- Dec. 26, 2013 Staff accepted Qiu's request and drafted a Second Amendment to the TSA setting the new payment terms.
- Dec. 31, 2013 Staff went to Qiu's house to pick up the check and notarize Second Amendment document for them. Qiu's provided a \$4,000 check but refused to sign Second Amendment. Indicated that they would be attending the January 8, 2014 Board Meeting before signing Amendment.
- Jan. 2, 2014 Staff sent a follow up letter to Qiu's indicating that termination of their water service would not be scheduled until after the January 8th Board Meeting.
- Jan. 8, 2014 Qiu's addressed the Board during public comment time. Board requested that the item be added to the January 22, 2014 Board Meeting.
- Jan. 9, 2014 Staff sent a follow up letter to the Qiu's notifying them that the District will not take action to terminate their water service until after the January 22nd Board Meeting and that they needed to provide a written request by January 13th detailing what they are asking the Board to consider.

**ADDITIONAL INFORMATION REQUESTED BY THE BOARD:**

At the January 8, 2014 Board Meeting, the Board requested that all previous minutes and staff reports regarding the District's attempt to implement a TSA loan program be included with this staff report. Attached are the minutes and staff reports from the 9/16/2009, 1/20/2010 and 8/17/2011 Board Meetings.

TSA's have been used by the District to allow logical extension of the District's distribution system dating back to the 1950's. There are approximately 500 TSA's still active and approximately 120 TSA's have fulfilled their required obligations. Starting in 2010 the District discontinued the use of TSA's (except for special circumstances) and opted for requiring the connection fee for an offsite meter to be paid at the time the meter is installed.

- ATTACHMENTS:** Letter from Qiu's  
Property Detail Report for 204 Colina Terrace  
Map of Project  
TSA No. 990 - Recorded May 27, 1994  
Amendment to TSA No. 990 – Recorder March 19, 2013  
Proposed Second Amendment to TSA No. 990  
9/16/2009 Board meeting staff report and minutes  
1/20/2010 Board meeting staff report and minutes  
8/17/2011 Board meeting staff report and minutes

Board of Directors

Vista Irrigation District

Dear Board Members:

We are Yin Reng Qiu and Jin Huan Wang, husband and wife residing at 204 Colina Ter., Vista, CA.

In spring 2013, VID told us to pay \$15,222.68 for the change of the water line to our house. Prior to this, we had received water service perfectly and we didn't think it was necessary to change anything. But VID insisted on us paying for the change cost and they would shut off our water if we didn't pay. While we didn't have enough money at the time and we communicated this to Brian Smith, in order to buy time to raise fund and to avoid water shut-off, we signed an agreement with VID to pay off the amount by the end of 2013.

Being seniors of age 71 and 79 respectively and with no income, my wife and I have severe medical conditions. Both of us suffered from stroke in the past and I also have high blood pressure. VID's demand for such a large amount of money has given us much stress and sleepless nights. Nevertheless, we managed to raise \$4,000 by the end of 2013, and we are hoping to come up with another two or three thousand dollars in the next few months.

Being the closest house on our street to the water main, we believe that connecting the water line to our house should be relatively simple and should not cost so much money.

We would like to ask the following:

- In addition to the \$4,000 already paid, we will pay another \$3000 by the end of October, 2014. So the \$7,000 will be total amount that we pay for the change of the water line.
- Do not terminate our water supply.

We thank you for listening to us and for your kind consideration.

Sincerely,

Yin Reng Qiu and Jin Huang Wang

204 Colina Terrace , Vista, CA

# Property Detail Report

For Property Located At :  
**204 COLINA TER, VISTA, CA 92084-5637**



## Owner Information

Owner Name: **QIU YIN RENG/WANG JIN HUAN**  
 Mailing Address: **6562 PETUNIA PL, CARLSBAD CA 92011-2515 C028**  
 Vesting Codes: **HW // JT**

## Location Information

Legal Description: **DOC98-611403 IN PAR B& PAR A TR 1015012**  
 County: **SAN DIEGO, CA** APN: **177-052-66-00**  
 Census Tract / Block: **196.01 / 2** Alternate APN:  
 Township-Range-Sect: Subdivision:  
 Legal Book/Page: **177-05** Map Reference: **/ 1088-A5**  
 Legal Lot: Tract #: **1015012**  
 Legal Block: School District: **VISTA**  
 Market Area: School District Name:  
 Neighbor Code: Munic/Township:

## Owner Transfer Information

Recording/Sale Date: **/** Deed Type:  
 Sale Price: 1st Mtg Document #:  
 Document #:

## Last Market Sale Information

Recording/Sale Date: **12/03/2010 / 11/01/2010** 1st Mtg Amount/Type: **/**  
 Sale Price: **\$389,000** 1st Mtg Int. Rate/Type: **/**  
 Sale Type: **FULL** 1st Mtg Document #: **/**  
 Document #: **665865** 2nd Mtg Amount/Type: **/**  
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**  
 Transfer Document #: Price Per SqFt: **\$145.80**  
 New Construction: Multi/Split Sale:  
 Title Company: **CORINTHIAN TITLE CO**  
 Lender:  
 Seller Name: **YOUNG JAY D & LORRAINE S**

## Prior Sale Information

Prior Rec/Sale Date: **06/15/2000 /** Prior Lender: **WASHINGTON MUTUAL BK**  
 Prior Sale Price: **\$358,000** Prior 1st Mtg Amt/Type: **\$286,400 / CONV**  
 Prior Doc Number: **317220** Prior 1st Mtg Rate/Type: **/ ADJ**  
 Prior Deed Type: **GRANT DEED**

## Property Characteristics

Gross Area: **2,668** Parking Type: **GARAGE** Construction:  
 Living Area: **2,668** Garage Area: Garage Capacity: **2** Heat Type:  
 Tot Adj Area: Above Grade: Parking Spaces: Exterior wall:  
 Total Rooms: Basement Area: Porch Type:  
 Bedrooms: **3** Finish Bsmnt Area: Patio Type:  
 Bath(F/H): **2 /** Basement Type: Pool:  
 Year Built / Eff: **2000 /** Roof Type: Air Cond:  
 Fireplace: **/** Foundation: Style:  
 # of Stories: Roof Material. Quality:  
 Other Improvements: Condition:

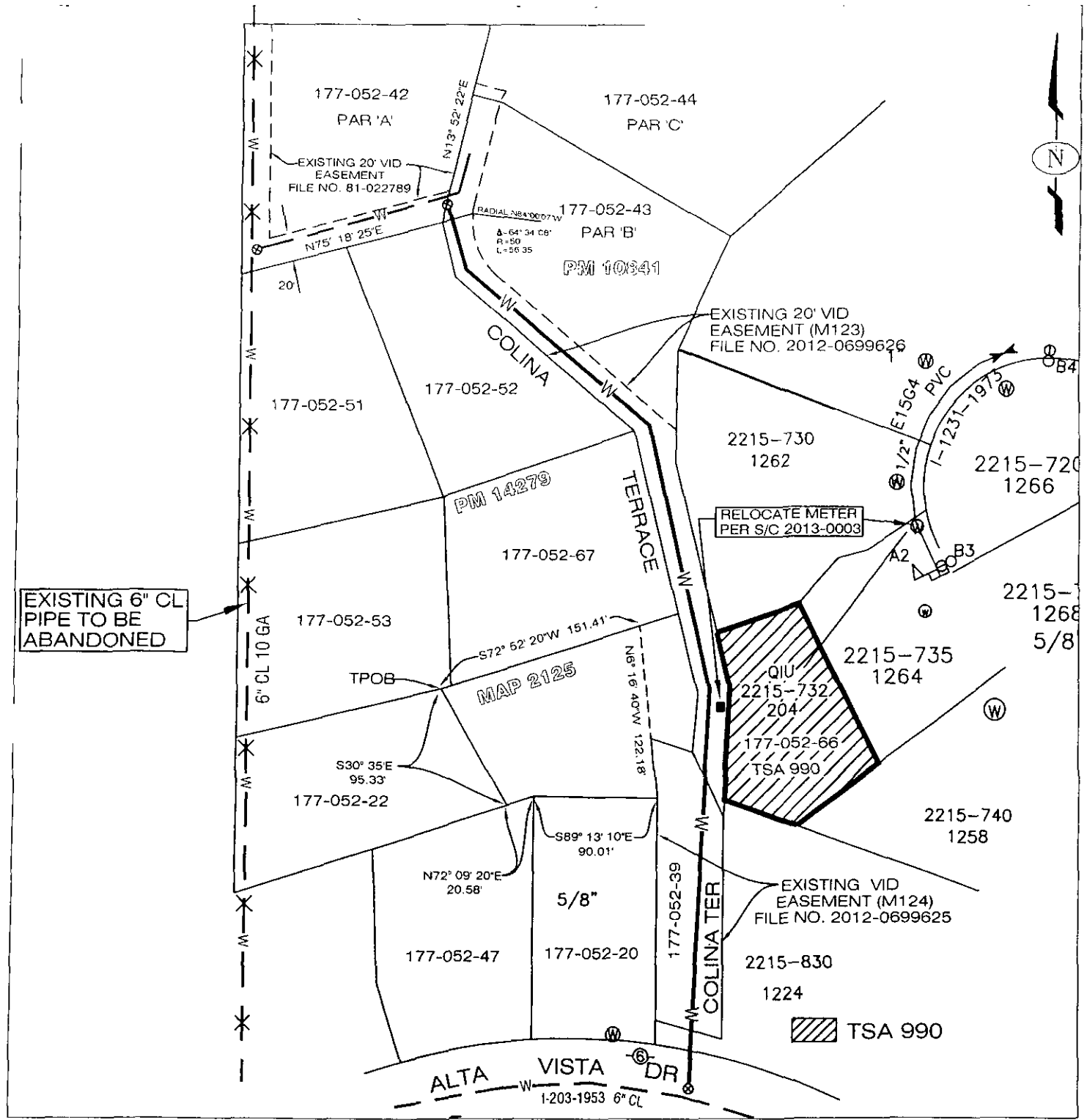
## Site Information

Zoning: **1** Acres: **0.27** County Use: **1 FAMILY RESIDENCE (111)**  
 Lot Area: **11,863** Lot Width/Depth: **x** State Use:  
 Land Use: **SFR** Res/Comm Units: **1 /** Water Type:  
 Site Influence: Sewer Type:

## Tax Information

Total Value: **\$404,713** Assessed Year: **2013** Property Tax: **\$5,008.04**  
 Land Value: **\$135,656** Improved %: **66%** Tax Area: **12004**  
 Improvement Value: **\$269,057** Tax Year: **2012** Tax Exemption:  
 Total Taxable Value: **\$404,713**



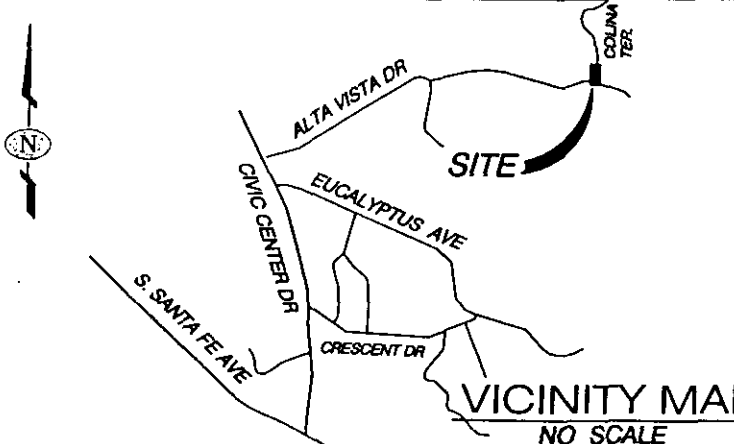


EXISTING 6" CL PIPE TO BE ABANDONED

RELOCATE METER PER S/C 2013-0003

EXISTING VID EASEMENT (M124) FILE NO. 2012-0699625

TSA 990



VISTA IRRIGATION DISTRICT			
RELOCATE METER TSA 990			
APN	177-052-66	T.B.	1087-J5
SCALE	1" = 100'	L.N.	2012-009
APPD. BY	J.V.	DATE	3/13/13
DRAWN BY	J.V.	DATE	4/19/12
SHEET	1 OF 1	MAP	G12
REVISED: 3/18/13 Jay Vittachi			
PATH: Z:\Engineering\JOBS\ID-Jobs\02232\Colina Terrace.dwg			

W.O.  
D-2232

REQUESTED BY AND RETURN TO:

DOC # 1994-0349650  
27-MAY-1994 10:44 AM

VISTA IRRIGATION DISTRICT  
202 WEST CONNECTICUT AVENUE  
VISTA, CA 92083

696

*FD  
6/8*

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY SMITH, COUNTY RECORDER  
RF: 8.00 FEES: 20.00  
AF: 11.00  
MF: 1.00

**TEMPORARY SERVICE AGREEMENT FOR DELIVERY OF WATER  
BY VIRTUE OF AN OFF-SITE METER  
(APN 177-052-56; TSA 990)**

This AGREEMENT made this 18th day of May, 1994,  
Alan J. Shada and Jacqueline G. Shada,  
by and between Trustees of the Shada Family Trust, hereinafter referred  
to as Owner and VISTA IRRIGATION DISTRICT, hereinafter referred to as  
District.

WITNESSETH: That the Owner of a certain parcel of real property situated  
in the County of San Diego, State of California, and within the boundaries of  
the District, said parcel is particularly described as follows:

Parcel 1:

Parcel B of Parcel Map 15012, in the City of Vista, County of San Diego, State  
of California filed in the Office of said County Recorder October 28, 1987 as  
File No. 87-607021 in the Book of Parcel Maps.

Parcel 2:

A 10.00 foot private utility easement for the construction and maintenance of  
waterlines and all necessary appurtenances over, under, along and across the  
Easterly 10.00 feet of a portion of Lot 214 of Orleavo Heights Unit No. 4, in  
the County of San Diego, State of California, according to the map thereof No.  
2125 filed in the office of the County Recorder of San Diego County, August 7,  
1928, also a portion of Parcel A of Parcel Map No. 15012, in the City of  
Vista, County of San Diego, State of California filed in the office of said  
County Recorder October 28, 1987 as File No. 87-607021 in the Book of Parcel  
Maps more particularly described as follows:

Beginning at the southeasterly corner of said Parcel A; thence along the  
southerly line of said Parcel A of Parcel Map No. 15012, South 51°10'23" West  
a distance of 115.60 feet; thence leaving said southerly line, North 29°15'40"  
West a distance of 124.55 feet; thence North 64°29'29" East a distance of 5.68  
feet; thence North 45°07'43" East a distance of 31.98 feet; thence North  
70°24'45" East a distance of 22.73 feet; thence North 58°31'30" East a  
distance of 49.54 feet to a point on the easterly line of Parcel 1 of deed to  
Ronald R. Richtmyer and M. Carolyn Richtmyer per document recorded April 3,  
1985 as File No. 85-113075 of Official Records, said point being on an 85.00  
foot radius curve, concave northeasterly, a radial line from said point bears  
North 70°38'00" East; thence southeasterly along said curve, also being along  
said easterly line of parcel 1 of deed to Richtmyer, for an arc length of  
20.89 feet, through a central angle 14°05'02"; thence tangent to said curve,

continuing along said easterly line of Parcel 1 of deed to Richtmyer and the southerly extension thereof, said southerly extension being the easterly line of said Parcel A of Parcel Map 15012, South 33'27'02" East a distance of 91.10 feet to the point of beginning.

The sideline of said easement shall be lengthened or shortened so as to terminate at the northerly and southerly boundaries of the above described parcel.

---

WHEREAS, said real property is not adjacent to any water main of the District and the Owner applied for permission to connect to a District main at an off-site location not adjacent to their said property for the purpose of providing a water supply for said parcel, and

WHEREAS, the District is willing to grant a temporary off-site connection at its main provided the Owner agrees to and accepts the terms and conditions following.

NOW, THEREFORE, pursuant to the foregoing recitals and in consideration for the grant of such temporary off-site connection on a pipeline not adjacent to the Owner's property, the Owner hereby agrees for themselves and their successors in interest in the ownership of the above described property as follows:

(1) The Owner will pay the current meter price at the time application for a meter is accepted and will furnish District with a copy of an easement(s) for the private water line between the meter installed by the District and the Owner's property. The cost of acquiring such easement(s) and the installation and subsequent maintenance of said private water line between the meter installed by the District and the Owner's property to be entirely at the expense of the Owner without any liability to the District.

(2) The temporary connection shall be available to serve water to the Owner's property so long as it shall serve only one parcel, but may be terminated by the District upon written notice and disconnected in the event the service is extended to any subdivision of the parcel of real property into two or more separate parcels to be served from such temporary off-site connection, or in the event of construction of two or more residences thereon.

(3) Should the District, or others, hereafter install, or provide, a District water main adjacent to Owner's property, the temporary off-site connection permitted by this Agreement shall, upon demand of District, be terminated and discontinued. Thereafter, any future water service shall be provided by a connection to the new adjacent District main upon payment to District by Owner of a connection fee then established by the District's Board of Directors. The amount of such fee shall include the pro rata share of the cost of installation of new water main. Owner shall also pay the cost for a new service outlet and meter served by the new adjacent District main and shall pay the cost for removal of the temporary off-site connection and meter, and the cost to repair the main where said connection was made, if District deems that removal of said connection and meter is required.

(4) The Owner specifically agrees that a violation of the terms and conditions herein recited shall terminate the privilege to the temporary off-site connection and in that event the District may discontinue water service and remove the temporary off-site connection and meter without further obligation to the Owner or without any liability to him or to his successors in interest and Owner agrees to pay District all costs incurred for performing such work.

IN WITNESS WHERETO, the Owner executed this agreement and the District has caused it to be executed by its proper officials thereunto first duly authorized, the day and year first above written.

VISTA IRRIGATION DISTRICT

OWNER

By Jo MacKenzie  
Jo MacKenzie, President

By Alan J. Shada  
Alan J. Shada

By C. J. Locke  
C. J. Locke, Secretary

By Jacqueline G. Shada  
Jacqueline G. Shada

Approved for execution by the Board of Directors of Vista Irrigation District at the meeting held on

Address of Owner:

5-18-94

Alan J. Shada

P.O. Box 732

Bonsall, CA 92003

(619) 726-4558

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

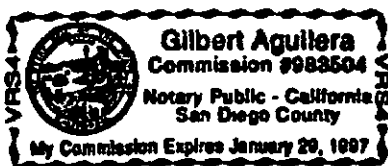
State of California

County of San Diego

On April 28, 1994 before me, Gilbert Aguilera, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Alan J. Shada and Jacqueline G. Shada  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gilbert Aguilera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
  - CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Temporary Service Agreement for Delivery of Water by Virtue of an Off-site Meter

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

Five

\_\_\_\_\_ NUMBER OF PAGES

April 28, 1994

\_\_\_\_\_ DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

Jo MacKenzie and C.J. Lucke

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On May 18, 1994 before me, Gilbert Aguilera, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jo MacKenzie and Carol J. Lucke  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gilbert Aguilera  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
President and Secretary  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

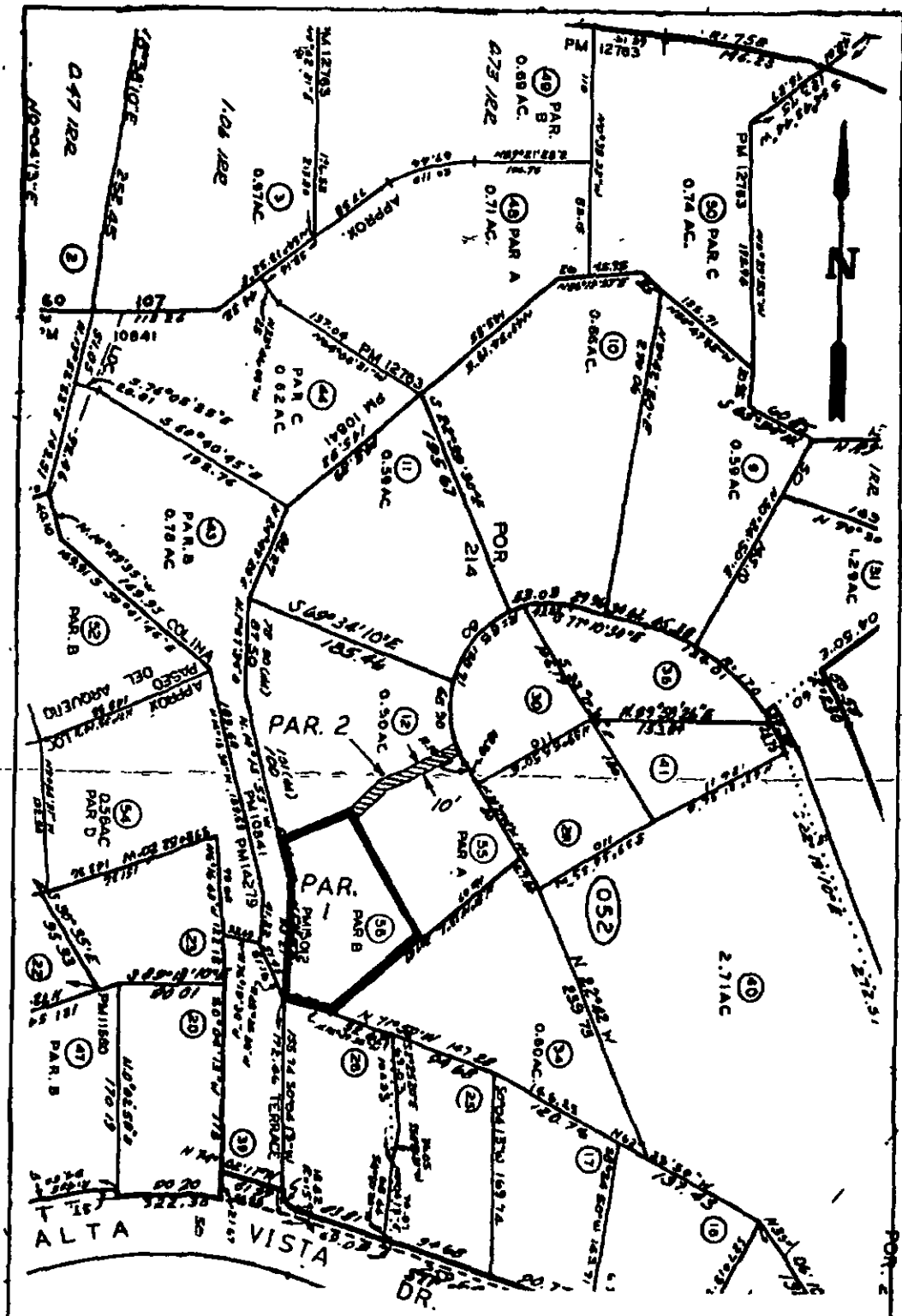
Temporary Service Agreement for Delivery of Water By Virtue of an Off-Site Meter  
TITLE OR TYPE OF DOCUMENT

Six  
NUMBER OF PAGES

May 18, 1994  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
Vista Irrigation District

Alan J. Shada and Jacqueline G. Shada  
SIGNER(S) OTHER THAN NAMED ABOVE



ALAN J. SHADA  
 JACQUELINE G. SHADA

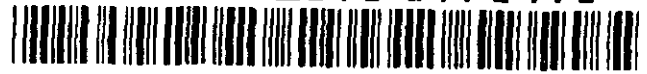
<b>VISTA IRRIGATION DISTRICT</b>		
<b>TEMPORARY SERVICE</b>		
<b>AGREEMENT</b>		
A.P. NOS. 177-052-56		
SCALE: 1" = 100'	IT.B.	LN.
APPD BY:	DATE	WO
DRWN BY: GA	DATE 4-25-94	
SHEET	OF	MAP 4-29

REQUESTED BY AND RETURN TO:

VISTA IRRIGATION DISTRICT  
1391 ENGINEER STREET  
VISTA, CA 92081-8840

*Handwritten initials and signature*

DOC # 2013-0173415



MAR 19, 2013 12:58 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES 28.00

PAGES: 5

Affects Assessor's Parcel No.



177-052-66

**AMENDMENT TO AGREEMENT RESPECTING TEMPORARY  
CONNECTION TO SERVE AND ENCUMBRANCE OF FEES  
(TSA 990. 204 Colina Terrace)**

WHEREAS, in order to provide water service on an interim basis, the owner ("Owner") of the real property described in Exhibit A attached hereto and incorporated herein by reference ("Property") and the Vista Irrigation District ("District") entered into an Agreement Respecting Temporary Connection to Serve ("Agreement") which was recorded in the official records of the San Diego County Recorder on May 27, 1994 as document No. 1994-0349650; and

WHEREAS, the Agreement provided that (1) the Property would be served by a temporary connection until a District main (New Main) adjacent to the Property was installed, (2) upon installation of a New Main, the temporary connection would terminate and future service would be by a connection to the New Main, and (3) as a condition to connection to the New Main, Owner would pay District a connection fee to include the cost of moving the service to the New Main and a pro rata share of the cost of the New Main, and

WHEREAS, the New Main has been installed, the connection fee has been established, and future service to the Property will be from the New Main, and

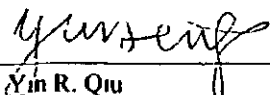
WHEREAS, Owner has requested that District delay payment of the connection fee to on or before December 31, 2013 ("Due Date"), and District is willing to do so under the terms of this Amendment

Therefore, the Agreement is amended as follows

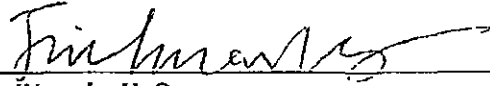
- 1 Service to the Property shall be from the New Main, and upon connection the temporary service shall be terminated
- 2 The connection fee shall be in the amount and payable as set forth in Exhibit A
- 3. If Owner fails to pay the connection fee by the Due Date.
  - a. District may declare that the entire unpaid balance of the connection fee is due and payable and that immediate accrual of interest will commence at ten percent (10%) per annum, from the Due Date, until such time as the balance is paid in full, and
  - b. District may terminate water service without further notice or demand until all sums due District including its regular cost for restoring service are paid
- 4. This Amendment is binding upon Owner's successors in interest and anyone else requesting water service to the Property
- 5 The undersigned Owner(s) represents and warrants that Owner(s) is the sole owner(s) of the Property.



OWNER


By:   
Yin R. Qiu

Dated: Mar 14, 2013

By:   
Wang Jin H. Qiu

Dated: MAR, 14, 2013

VISTA IRRIGATION DISTRICT

By:   
Roy A. Coox, General Manager

Dated: 3/18/13

**MUST BE NOTARIZED**

ADDRESS OF OWNER:

Yin R. & Wang Jin H. Qiu

204 Colina Terrace

Vista, CA 92084

760-814-1678  
Phone

**EXHIBIT A TO AMENDMENT TO AGREEMENT  
RESPECTING TEMPORARY CONNECTION TO SERVE**

**A. Agreement Respecting Temporary Connection To Serve**

- 1 Date of Agreement May 18, 1994
- 2 Original Owner Alan J. Shada and Jacqueline G Shada
- 3 Recording Information May 27, 1994, Document # 1994-0349650
- 4 Real Property Description:  
Parcel B of Parcel Map 15012, in the City of Vista, County of San Diego, State of California filed in the Office of said County Recorder October 28, 1987 as File No. 87-607021 in the Book of Parcel Maps.

**B Connection Fee**

1. Current Owner: Yin R. & Wang Jin H. Qiu
2. Amount Due: \$15,222.68, with no interest; however, in the event of default, interest will accrue at the rate of ten percent (10%) per annum from the Due Date, until such time as the balance is paid in full.
3. Due Date: December 31, 2013
4. Payment shall be made payable to Vista Irrigation District and addressed as follows.

Accounting Technician  
Vista Irrigation District  
1391 Engineer Street  
Vista CA 92081-8840

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

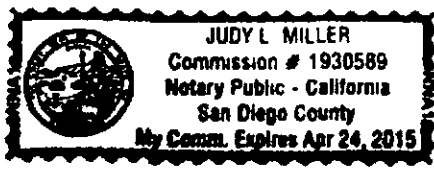
CIVIL CODE § 1189

State of California

County of San Diego

On March 14, 2013 before me, Judy L Miller Notary Public

personally appeared Yin R. Qiu and Wang Jin H Qiu



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Judy L Miller

Place Notary Seal Above OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Amendment to Agreement Respecting Temporary Connection to Serve and Encumbrance of Fax (ISA 990)

Document Date: 3/14/13 Number of Pages: 3

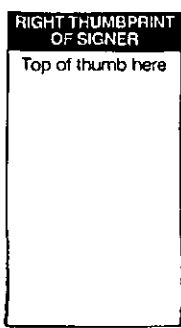
Signer(s) Other Than Named Above: none 204 Colina Terrace

Capacity(ies) Claimed by Signer(s)

Signer's Name Yin R Qiu
[ ] Corporate Officer — Title(s)
[ ] Individual
[ ] Partner — [ ] Limited [ ] General
[ ] Attorney in Fact
[ ] Trustee
[ ] Guardian or Conservator
[X] Other Owner
Signer Is Representing



Signer's Name Wang Jin H Qiu
[ ] Corporate Officer — Title(s)
[ ] Individual
[ ] Partner — [ ] Limited [ ] General
[ ] Attorney in Fact
[ ] Trustee
[ ] Guardian or Conservator
[X] Other Owner
Signer Is Representing



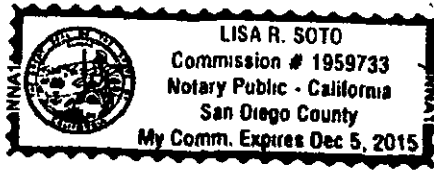
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California }  
County of San Diego

On 3/18/2013 before me, Lisa R. Soto, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Roy A. Coox  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document Amendment to agreement respecting temporary connection  
Document Date 3/18/13 to serve and encumbrance of fees (TSA 990) Number of Pages 4

Signer(s) Other Than Named Above none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name Roy A. Coox  
 Corporate Officer — Title(s) \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other General Mgr.  
Signer Is Representing \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s) \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other \_\_\_\_\_  
Signer Is Representing \_\_\_\_\_



**REQUESTED BY AND RETURN TO:**

**VISTA IRRIGATION DISTRICT  
1391 ENGINEER STREET  
VISTA, CA 92081-8840**

**Affects Assessor's Parcel No.**

177-052-66

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**SECOND AMENDMENT TO AGREEMENT RESPECTING TEMPORARY  
CONNECTION TO SERVE AND ENCUMBRANCE OF FEES  
( TSA 990, 204 Colina Terrace)**

WHEREAS, in order to provide water service on an interim basis, the owner ("Owner") of the real property described in Exhibit A attached hereto and incorporated herein by reference ("Property") and the Vista Irrigation District ("District") entered into an Agreement Respecting Temporary Connection to Serve ("Agreement") which was recorded in the official records of the San Diego County Recorder on May 27, 1994 as document No. 1994-0349650; and

WHEREAS, the Agreement provided that: (1) the Property would be served by a temporary connection until a District main (New Main) adjacent to the Property was installed, (2) upon installation of a New Main, the temporary connection would terminate and future service would be by a connection to the New Main, and (3) as a condition to connection to the New Main, Owner would pay District a connection fee to include the cost of moving the service to the New Main and a pro rata share of the cost of the New Main; and

WHEREAS, the New Main has been installed, the connection fee has been established, and future service to the Property is being provided from the New Main; and

WHEREAS, Owner previously requested that District delay payment of the connection fee to on or before December 31, 2013, and Owner and District entered into an Amendment to Agreement Respecting Temporary Connection to Serve and Encumbrance of Fees which was recorded in the official records of the San Diego County Recorder on March 19, 2013 as document No. 2013-0173415; and

WHEREAS, Owner has paid District \$4,000 towards the connection fee and has requested that District further delay payment of the remainder of the connection fee to on or before March 31, 2014 ("Due Date"), and District is willing to do so under the terms of this Second Amendment.

Therefore, the Agreement is amended as follows:

1. Service to the Property is from the New Main, and the temporary service has been terminated.
2. After deducting the \$4,000 paid by Owner as referenced above, the balance due on the connection fee shall be in the amount and payable as set forth in Exhibit A.
3. If Owner fails to pay the connection fee by the Due Date:
  - a. District may declare that the entire unpaid balance of the connection fee is due and payable and that immediate accrual of interest will commence at ten percent (10%) per annum, from the Due Date, until such time as the balance is paid in full; and
  - b. District may terminate water service without further notice or demand until all sums due District including its regular cost for restoring service are paid.
4. This Amendment is binding upon Owner's successors in interest and anyone else requesting water service to the Property.
5. The undersigned Owner(s) represents and warrants that Owner(s) is the sole owner(s) of the Property.

OWNER

By: \_\_\_\_\_  
Yin R. Qiu

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Wang Jin H. Qiu

Dated: \_\_\_\_\_

VISTA IRRIGATION DISTRICT

By: \_\_\_\_\_  
Roy A. Coox, General Manager

Dated: \_\_\_\_\_

**MUST BE NOTARIZED**

ADDRESS OF OWNER:

\_\_\_\_\_  
Yin R. & Wang Jin H. Qiu

\_\_\_\_\_  
204 Colina Terrace

\_\_\_\_\_  
Vista, CA 92084

\_\_\_\_\_  
760-814-1678  
Phone

**EXHIBIT A TO SECOND AMENDMENT TO AGREEMENT  
RESPECTING TEMPORARY CONNECTION TO SERVE**

A. Agreement Respecting Temporary Connection To Serve

1. Date of Agreement: May 18, 1994
2. Original Owner: Alan J. Shada and Jacqueline G. Shada
3. Recording Information: May 27, 1994; Document # 1994-0349650
4. Real Property Description:  
Parcel B of Parcel Map 15012, in the City of Vista, County of San Diego, State of California filed in the Office of said County Recorder October 28, 1987 as File No. 87-607021 in the Book of Parcel Maps.

B. Connection Fee

1. Current Owner: Yin R. & Wang Jin H. Qiu
2. Amount Due: \$11,222.68 (reflecting Owner's payment of \$4,000, as described in the Second Amendment), with no interest; however, in the event of default, interest will accrue at the rate of ten percent (10%) per annum from the Due Date, until such time as the balance is paid in full.
3. Due Date: March 31, 2014.
4. Payment shall be made payable to **Vista Irrigation District** and addressed as follows:

Accounting Technician  
Vista Irrigation District  
1391 Engineer Street  
Vista CA 92081-8840



## STAFF REPORT

Agenda Item: 7

Board Meeting Date: September 16, 2009  
Prepared By: Al Ducusin  
Reviewed By: Brian Smith  
Approved By: Roy Coox

**SUBJECT:** TEMPORARY SERVICE AGREEMENT REIMBURSEMENT AMOUNTS

**RECOMMENDATION:** That the Board establish a reimbursement amount of \$88 per foot of frontage to satisfy the terms and conditions of Temporary Service Agreements (TSA) Nos. 266, 498, and 755 which were recorded on properties located at 755, 757, 761 and 764 Ann's Way, Vista (LN 2004-020; D-2143, APN 163-222-19, 20, 21 & 23; DIV NO 4), and authorize staff to collect these amounts from these property owners in order to satisfy their contractual obligations under the TSAs.

**PRIOR BOARD ACTION:**

12/16/58 Approved TSA No. 266 (761 & 757 Ann's Way)  
04/02/68 Approved TSA No. 498 (764 Ann's Way)  
06/01/77 Approved TSA No. 755 (755 Ann's Way)

**FISCAL IMPACT:** District crews recently completed the Ann's Way Mainline Replacement Program project (D-2143) for a total cost of \$327,641. Approval and collection of the proposed reimbursement amounts for relocation of four (4) temporary offsite meters under Temporary Service Agreements to permanent locations will reduce the cost of the project by \$40,304.

**SUMMARY:** In 1958, 1968, and 1977, the original owners of 755, 761, 764, and 757 Ann's Way applied for permission to connect to a District waterline for water supply at a location not adjacent to their properties. At the time, the nearest waterline was a 4" line located approximately 200 feet east of these properties (see Exhibit 'A'). The District granted the owner(s) a temporary connection at its nearest waterline provided the owner(s) agreed to the terms and conditions of TSA Nos. 266, 498, and 755, respectively.

The terms of the TSA include a provision that the owner(s) agree for themselves and their successors in interest to pay the District should the District or others install a waterline adjacent to the owner(s) property. Now that the waterline has been placed in service, the TSA's require the District to collect a reimbursement from each property in an amount established by the Board. The amount of such fee shall include the expense incurred by District in moving the water meter to the new waterline including a pro rata share of the cost of installation of the waterline.

**DETAILED REPORT:** In a letter dated January 29, 2009, the above property owners were informed that the District would be installing new waterlines in the vicinity of Ann's Way (D-2143), which would require that the District enforce the terms and conditions of the TSA recorded against their property. Staff provided the customers a ball-park estimate for their proportionate share, and advised the TSA customers that a more accurate cost would be determined after the project is complete.

In April/May, 2009, District crews installed a new 8" PVC water line and a standard 6" fire hydrant adjacent to the above properties on Ann's Way (see Exhibit 'B'). District also hired a plumber to tie-back their private services to the new meter locations.



On August 25, 2009, staff mailed letters to the TSA customers informing them that the District has completed the installation of the waterline and the final costs for the project have been compiled as shown on the attached calculation sheet (Exhibit 'C'). The final linear foot cost for installation of the pipeline is \$176 which translates to \$88 per foot of frontage for the property owners' proportionate share of the cost.

Currently, if water service is requested by an owner of land that does not have an adjacent District waterline, the owner has one of three options: 1) install a District waterline at the owner's expense; 2) request a temporary off-site meter and, if granted, pay the current temporary offsite meter fee; or 3) request a permanent offsite water meter. Staff determines if the installation of a line is timely or should be delayed, or if a permanent offsite meter is applicable. The current established fee for a temporary offsite meter is \$11,641 plus an additional \$54 per foot for frontages greater than 100 feet (Rules & Regulations 4.4.8.d).

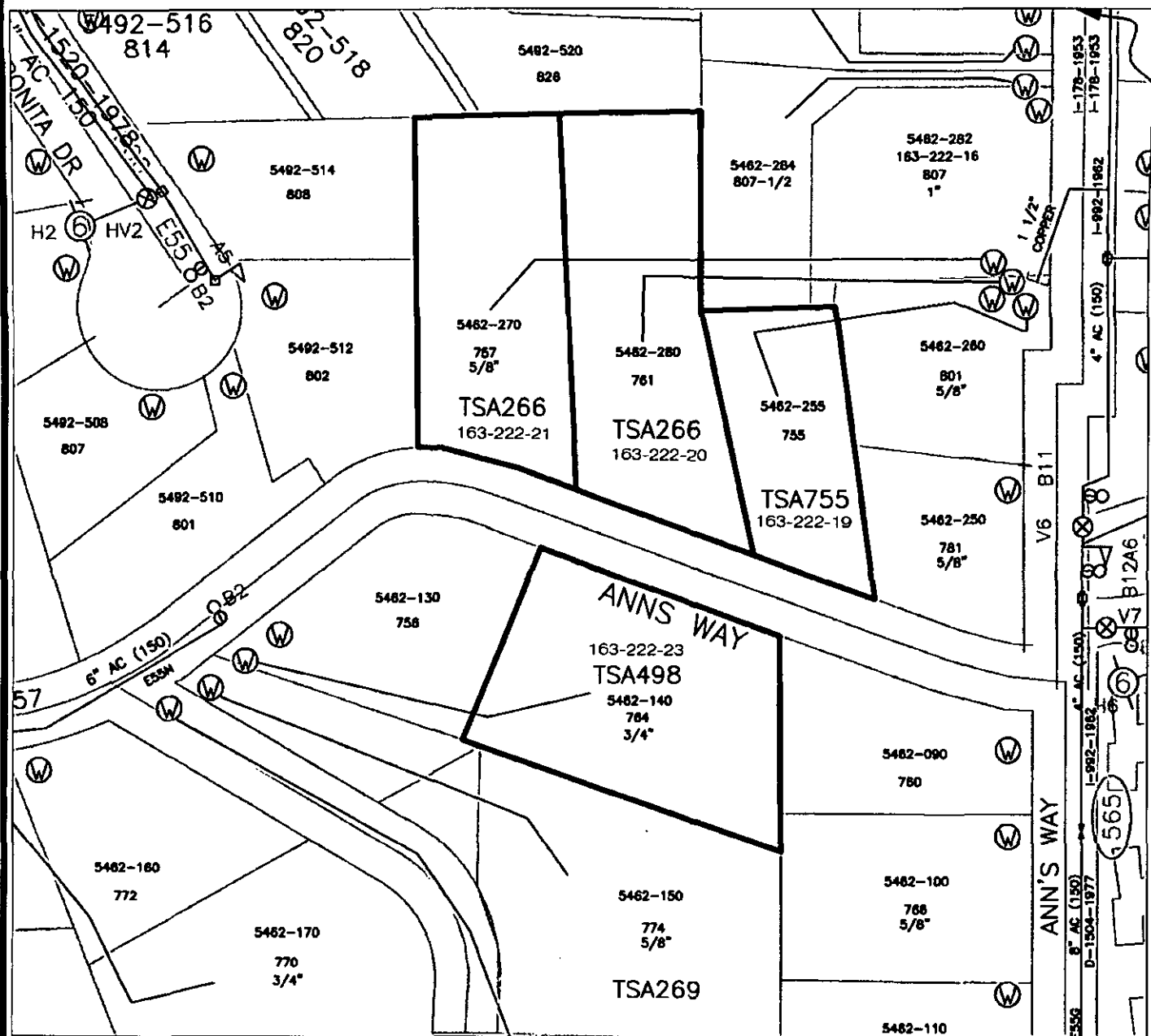
Below is a comparison of the current temporary offsite meter fee and the proposed TSA reimbursement amounts:

<b>ADDRESS</b>	<b>FRONT FOOTAGE</b>	<b>Current Temporary Offsite Meter Fee</b>	<b>Proposed TSA Reimbursement</b>
757 Ann's Way	110	\$12,181	\$9,680
761 Ann's Way	109	\$12,127	\$9,592
764 Ann's Way	139	\$13,747	\$12,232
755 Ann's Way	100	\$11,641	\$8,800

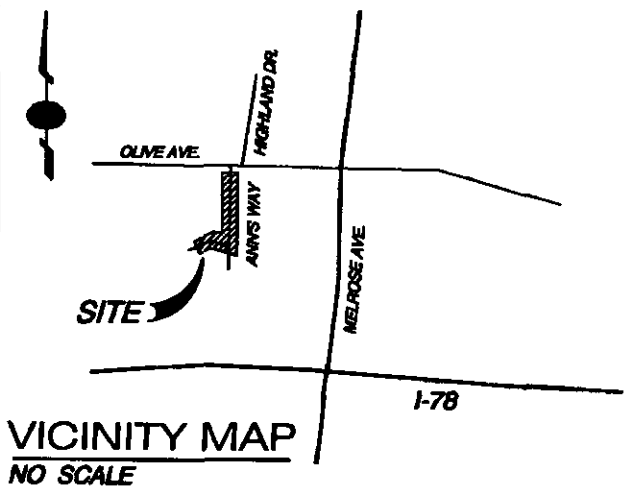
If approved and authorized by the Board, staff will send invoices to the property owners based on the established reimbursement amounts. Once these funds are collected, staff will terminate and cancel the TSA's with the County Recorder's Office and maintain the meter as a permanent service.

**ATTACHMENTS:** Exhibit 'A' - Temporary Meters  
Exhibit 'B' - Permanent Meters  
Exhibit 'C' - Calculation Sheet  
Letters dated January 29, 2009  
Letter from Resident received May 6, 2009  
Letters dated August 25, 2009

# EXHIBIT 'A'

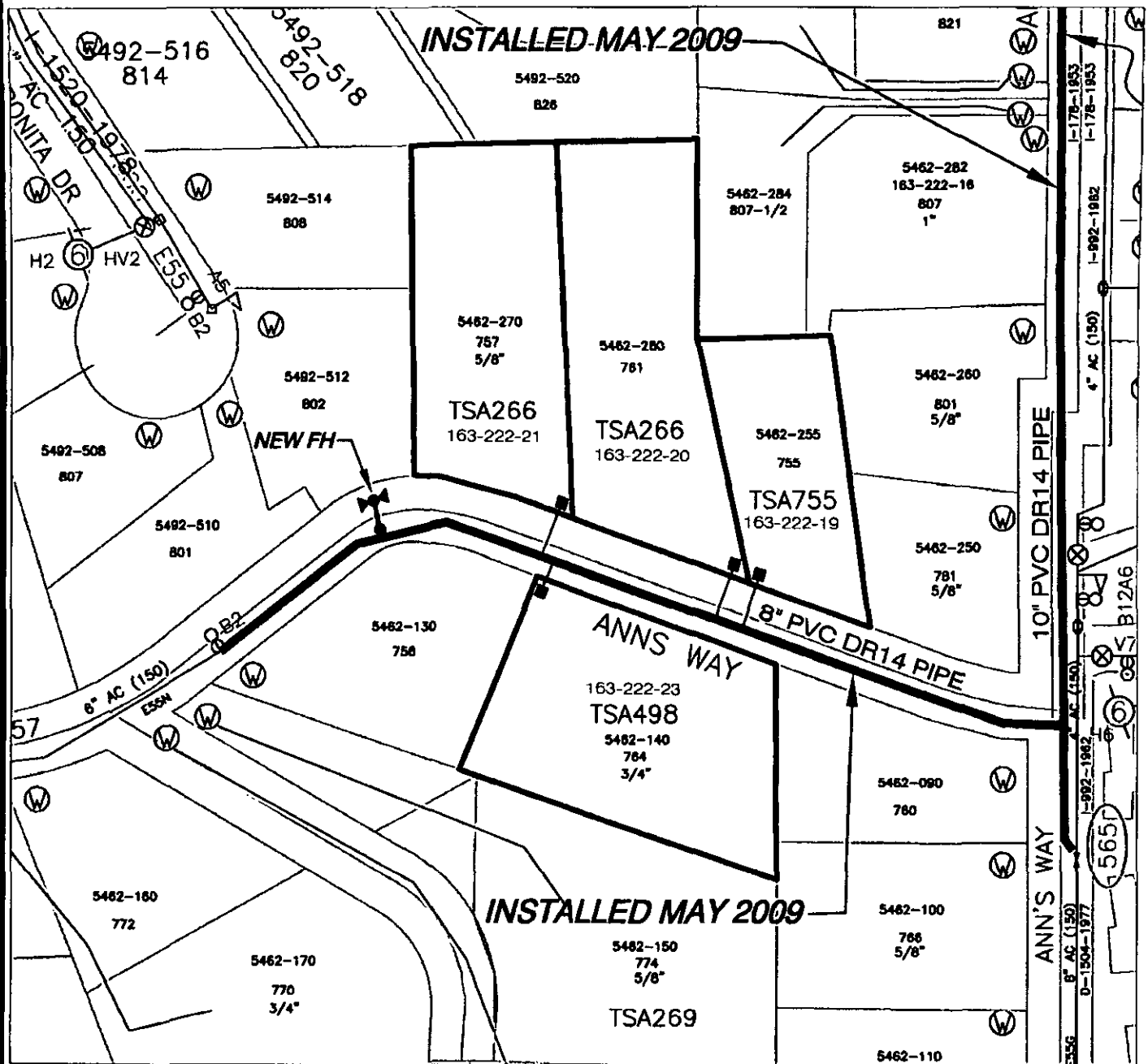


TSA - TEMPORARY SERVICE AGREEMENT



VISTA IRRIGATION DISTRICT			
ANN'S WAY			
OLD CONNECTIONS (1962)			
APN 163-222-19,20,21 & 23	T.B. 1087-G6		
SCALE NO SCALE	L.N. 2004-020		
APPD. BY <i>J.V.</i>	DATE 09/09/09	W.O.	
DRAWN BY <i>J.V.</i>	DATE 11/24/08	D-2143	
SHEET 1 OF 2	MAP D 13, C 13		
REVISED			
PATH Z:\ENGINEERING\JAY\D-2143.dwg			

# EXHIBIT 'B'



TSA - TEMPORARY SERVICE AGREEMENT

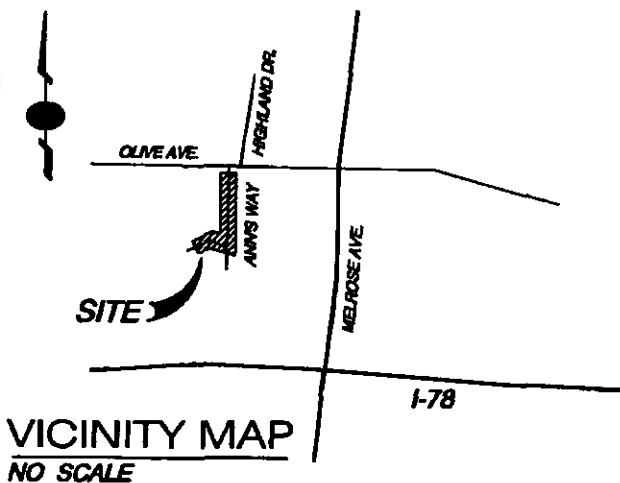
## VISTA IRRIGATION DISTRICT

### ANN'S WAY

NEW CONNECTIONS (2009)

APN	163-222-19,20,21 & 23	T.B.	1087-G6
SCALE	NO SCALE	L.N.	2004-020
APPD. BY	<i>JV</i>	DATE	09/09/09
DRAWN BY	J.V.	DATE	11/24/08
SHEET	2 OF 2	MAP	D 13, C 13
REVISED			
PATH	Z:\ENGINEERING\JAYID-2143.dwg		

W.O.  
**D-2143**



VICINITY MAP  
NO SCALE



# VISTA IRRIGATION DISTRICT

1391 Engineer Street • Vista, California 92081-8836  
Phone (760) 597-3100 • Fax: (760) 598-8757

[www.vid-h2o.org](http://www.vid-h2o.org)

January 29, 2009

Carolyn Melody  
757 Ann's Way  
Vista, CA 92083

Re: 757 Ann's Way; APN 163-222-21; Temporary Service Agreement No. 266  
Our D-2143


Dear Ms. Melody:

This letter is to inform you that the District will be installing an 8-inch water line in Ann's Way Drive, as part of the District's Mainline Replacement Program. It will require that we enforce the terms and conditions of the attached Temporary Service Agreement (TSA) recorded against your property.

The TSA requires that your water meter be moved from its present off-site location and installed on the property that it serves. It also requires you to pay for a portion of the cost of the new waterline and the cost for the new meter lateral, including the cost to privately tie-back the meter to your system. When this project is completed, your proportionate share will be calculated and an invoice will be forwarded to you.

Please contact Jay Vittachi, Engineering Specialist, at (760) 597-3122 to set a time to meet with you at your home to: 1) determine the new location of your meter; 2) discuss the new route of the private line; 3) explain the procedure involved in the relocation and; 4) answer any questions you may have.

Sincerely,



Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith - VID  
Danny Dambach - VID

## Board of Directors

Jo MacKenzie, *President*

Paul E. Dorey

Joseph T. Jewell III

Robert R. Mendez

Howard S. Williams

## Administrative Staff

Roy A. Cobx

*General Manager*

Eldon L. Boone

*Assistant General Manager / Treasurer*

Lisa R. Soto

*Board Secretary*



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January 29, 2009

Steven Cesare  
761 Ann's Way  
Vista, CA 92083

Re: 761 Ann's Way; APN 163-222-20; Temporary Service Agreement No. 266  
Our D-2143

Dear Mr. Cesare:

This letter is to inform you that the District will be installing an 8-inch water line in Ann's Way Drive, as part of the District's Mainline Replacement Program. It will require that we enforce the terms and conditions of the attached Temporary Service Agreement (TSA) recorded against your property.

The TSA requires that your water meter be moved from its present off-site location and installed on the property that it serves. It also requires you to pay for a portion of the cost of the new waterline and the cost for the new meter lateral, including the cost to privately tie-back the meter to your system. When this project is completed, your proportionate share will be calculated and an invoice will be forwarded to you.

Please contact Jay Vittachi, Engineering Specialist, at (760) 597-3122 to set a time to meet with you at your home to: 1) determine the new location of your meter; 2) discuss the new route of the private line; 3) explain the procedure involved in the relocation and; 4) answer any questions you may have.

Sincerely,

A handwritten signature in dark ink that reads 'Al Ducusin'.

Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith - VID  
Danny Dambach - VID

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January 29, 2009

Louis Giallorenzo  
764 Ann's Way  
Vista, CA 92083

Re: 764 Ann's Way; APN 163-222-23; Temporary Service Agreement No. 498  
Our D-2143

Dear Mr. Giallorenzo:

This letter is to inform you that the District will be installing an 8-inch water line in Ann's Way Drive, as part of the District's Mainline Replacement Program. It will require that we enforce the terms and conditions of the attached Temporary Service Agreement (TSA) recorded against your property.

The TSA requires that your water meter be moved from its present off-site location and installed on the property that it serves. It also requires you to pay for a portion of the cost of the new waterline and the cost for the new meter lateral, including the cost to privately tie-back the meter to your system. When this project is completed, your proportionate share will be calculated and an invoice will be forwarded to you.

Please contact Jay Vittachi, Engineering Specialist, at (760) 597-3122 to set a time to meet with you at your home to: 1) determine the new location of your meter; 2) discuss the new route of the private line; 3) explain the procedure involved in the relocation and; 4) answer any questions you may have.

Sincerely,

A handwritten signature in black ink that reads 'Al Ducusin'.

Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith - VID  
Danny Dambach - VID

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January 29, 2009

Ronald Pohle  
755 Ann's Way  
Vista, CA 92083

Re: 755 Ann's Way; APN 163-222-19; Temporary Service Agreement No. 755  
Our D-2143

Dear Mr. Pohle:

This letter is to inform you that the District will be installing an 8-inch water line in Ann's Way Drive, as part of the District's Mainline Replacement Program. It will require that we enforce the terms and conditions of the attached Temporary Service Agreement (TSA) recorded against your property.

The TSA requires that your water meter be moved from its present off-site location and installed on the property that it serves. It also requires you to pay for a portion of the cost of the new waterline and the cost for the new meter lateral, including the cost to privately tie-back the meter to your system. When this project is completed, your proportionate share will be calculated and an invoice will be forwarded to you.

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Sincerely,

A handwritten signature in black ink that reads 'Al Ducusin'.

Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith - VID  
Danny Dambach - VID

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Administrative Staff

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*General Manager*  
Eldon L. Boone  
*Assistant General Manager / Treasurer*  
Lisa R. Soto  
*Board Secretary*



RECEIVED

May 4, 2009

MAY 6 2009

VISTA IRRIGATION DEPT.  
ENGINEERING DEPARTMENT

Al Ducusin  
Engineering Department Manager  
Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081

Dear Mr. Ducusin:

This correspondence responds to your January 29, 2009 letter informing me of the 8" water line installation on Ann's Way, per Temporary Service Agreement Number 266. Based upon that letter, I met with Jay Vittachi to discuss the details of this project. During that meeting, I was informed that the cost of the work performed on Ann's Way would be pro-rated based on lineal feet of streetscape, with my expenses approximating \$11,000.

Equating to \$80/foot for the project, that was, and still remains, a surprising amount of money; especially for a resident of Vista, California.

Individually and collectively, several residents continue to hope that those initial estimates were framed as upper limit costs, with the implicit assumption that actual costs would fall safely beneath them. Indeed, we were under the faithful impression that a portion of our historical bills was devoted to infrastructure improvement, thereby offsetting some of the exorbitant cost confronting us.

That expense, coupled with the lack of advanced communication proposing the new installation continues to visibly shock us. We were not provided with any inclination of the anticipated work; empirical results from feasibility studies and competitive bid rates were not shared with us; nor were we offered an a-priori meeting with the Vista Irrigation District to discuss options, consent, or consequences.

At a time when economic conditions are dire, liquid assets are at historical lows, and personal well being is fragile, I hope the Vista Irrigation District re-considers the expenses attributed to each resident. I simply ask for a lesser, albeit fair cost, to those of us who are most severely affected.

Sincerely,



Steven Casare  
761 Ann's Way  
Vista, CA 92083  
(760) 945-4575



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August 25, 2009

Carolyn Melody  
757 Ann's Way  
Vista, CA 92083

Re: 757 Ann's Way; APN 163-222-21; Temporary Service Agreement (TSA) No. 266  
Our D-2143

Dear Ms. Melody:

As you know, the District has completed the installation of a waterline that allowed your water meter to be moved to a permanent location adjacent to your property. On January 29, 2009, you were notified about the work to be done and the Temporary Service Agreement (TSA No. 266) recorded against your property. Under the terms and conditions of this agreement, you are required to pay for a portion of the cost of the new waterline and your service lateral, including the cost to tie-back the meter to your private system. The time has come for the conditions of the agreement to be completed.

The final costs for the project have been compiled and District staff has computed the pro-rata cost for your portion of the main, based on the frontage of your property. These costs are shown on the attached calculation sheet and will be presented to the District's Board of Directors for approval at an upcoming Board Meeting. Following approval by the Board an invoice will be sent to you.

If you have any further questions or wish to discuss this matter further in detail, please don't hesitate to contact me at (760) 597-3124.

Sincerely,

Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith – VID

Board of Directors

Paul E. Dorey, *President*  
Jo MacKenzie  
Marty Miller  
Richard L. Vasquez  
Howard S. Williams

Administrative Staff

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*General Counsel*



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August 25, 2009

Steven Cesare  
761 Ann's Way  
Vista, CA 92083

Re: 761 Ann's Way; APN 163-222-21; Temporary Service Agreement (TSA) No. 266  
Our D-2143

Dear Mr. Cesare:

As you know, the District has completed the installation of a waterline that allowed your water meter to be moved to a permanent location adjacent to your property. On January 29, 2009, you were notified about the work to be done and the Temporary Service Agreement (TSA No. 266) recorded against your property. Under the terms and conditions of this agreement, you are required to pay for a portion of the cost of the new waterline and your service lateral, including the cost to tie-back the meter to your private system. The time has come for the conditions of the agreement to be completed.

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Sincerely,

A handwritten signature in dark ink that reads 'Al Ducusin'.

Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith – VID

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August 25, 2009

Louis Giallorenzo  
764 Ann's Way  
Vista, CA 92083

Re: 764 Ann's Way; APN 163-222-19; Temporary Service Agreement (TSA) No. 498  
Our D-2143

Dear Mr. Giallorenzo:

As you know, the District has completed the installation of a waterline that allowed your water meter to be moved to a permanent location adjacent to your property. On January 29, 2009, you were notified about the work to be done and the Temporary Service Agreement (TSA No. 498) recorded against your property. Under the terms and conditions of this agreement, you are required to pay for a portion of the cost of the new waterline and your service lateral, including the cost to tie-back the meter to your private system. The time has come for the conditions of the agreement to be completed.

The final costs for the project have been compiled and District staff has computed the pro-rata cost for your portion of the main, based on the frontage of your property. These costs are shown on the attached calculation sheet and will be presented to the District's Board of Directors for approval at an upcoming Board Meeting. Following approval by the Board an invoice will be sent to you.

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Sincerely,

A handwritten signature in black ink that reads 'Al Ducusin'.

Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith - VID

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# **VID VISTA IRRIGATION DISTRICT**

1391 Engineer Street • Vista, California 92081-8836  
Phone (760) 597-3100 • Fax: (760) 598-8757  
www.vid-h2o.org

August 25, 2009

Ronald Pohle  
755 Ann's Way  
Vista, CA 92083

Re: 755 Ann's Way; APN 163-222-19; Temporary Service Agreement (TSA) No. 755  
Our D-2143

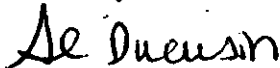
Dear Mr. Pohle:

As you know, the District has completed the installation of a waterline that allowed your water meter to be moved to a permanent location adjacent to your property. On January 29, 2009, you were notified about the work to be done and the Temporary Service Agreement (TSA No. 755) recorded against your property. Under the terms and conditions of this agreement, you are required to pay for a portion of the cost of the new waterline and your service lateral, including the cost to tie-back the meter to your private system. The time has come for the conditions of the agreement to be completed.

The final costs for the project have been compiled and District staff has computed the pro-rata cost for your portion of the main, based on the frontage of your property. These costs are shown on the attached calculation sheet and will be presented to the District's Board of Directors for approval at an upcoming Board Meeting. Following approval by the Board an invoice will be sent to you.

If you have any further questions or wish to discuss this matter further in detail, please don't hesitate to contact me at (760) 597-3124.

Sincerely,



Al Ducusin  
Engineering Department Manager

AD/jv

Enclosure

cc: Brian Smith – VID

#### Board of Directors

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Marty Miller  
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*Board Secretary*  
Joel D. Kuperberg  
*General Counsel*

A. Water system and Grant of Right of Way

See staff report attached hereto. Staff recommended and the Board accepted this water system for a five lot single-family dwelling subdivision known as Orchid Court, consisting of approximately 8.99 gross acres, owned by Del Prado Development, LLC, located on Orchid Court and Hibiscus Avenue, Vista and accepted Grant of Right of Way No. C120 for a 5-foot wide specific easement over property owned by Vincent and Nancy P. Ciccia located at 915 Orchid Court, Vista (WOI-3011; LN 2000-032; VT 2-051; APN 217-210-87 through 91, DIV NO 05).

B. Minutes of Board of Directors meeting on September 2, 2009.

The minutes of September 2, 2009 were approved as presented.

C. Resolution ratifying check disbursements

**RESOLUTION NO. 09-47**

**BE IT RESOLVED**, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 36118 through 36238 drawn on the Union Bank of California totaling \$1,032,162.54.

**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** by the following roll call vote of the Board of Directors of Vista Irrigation District this 16<sup>th</sup> day of September 2009.

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

\*\*\*\*\*

**7. TEMPORARY SERVICE AGREEMENT REIMBURSEMENT AMOUNTS**

See staff report attached hereto.

Engineering Manager Al Ducusin provided an overview of the information provided in the staff report. He stated that these four Temporary Service Agreements (TSAs) required the property owners to pay the District should it ever install a water line adjacent to the properties. Mr. Ducusin stated that in May 2009, District crews installed a water line and fire hydrant adjacent to the properties. Staff mailed letters to the property owners informing them of the TSAs before, during, and after the project. Mr. Ducusin said that the project was completed for less than the original estimates which were provided to the property owners. Staff recommended that the Board establish the reimbursement amount and authorize staff to send invoices to the property owners for their share of the cost of the project. Collection of these amounts would satisfy the contractual obligations of the property owners, and enable these meters to become permanent. Mr. Ducusin responded to questions by the Board, providing additional clarification regarding the TSAs and the waterline installation.

Director Miller asked how many TSAs were currently active in the District. Director of Engineering Brian Smith responded that staff would be conducting an inventory of the outstanding TSAs in order to obtain an exact count, but he believed there to be over 100. President Dorey suggested that staff send letters to the TSA property owners once they are all identified, to be sure they are aware of the TSA and what it means.

Mr. Steven Cesare of 761 Ann's Way addressed the Board, stating that he believed external benchmarks should have been used by the District to assure that the cost of the project was reasonable. Mr. Cesare said he also felt he was not provided enough advance communication regarding the project and the cost he would incur as a result. Mr. Cesare stated that he had recently been laid off from his job, and he requested that the Board consider lowering the reimbursement costs, since it was a lot of money during hard economic times.

Mr. Louis Giallorenzo of 764 Ann's Way stated that approximately 10-12 months ago, at 79 years old, he personally did the work to replace his corroded water line. Two months later he was informed by VID of the impending water line project on Ann's Way. He said he was later informed of his share of the cost, which was over \$12,000. Mr. Giallorenzo stated he is not unwilling to pay, but he just did not have this amount of money and could not work due to his age and health condition.

The Board asked staff if payment options had been discussed with any of these customers. Mr. Eldon Boone responded that he did not believe payment options had yet been discussed with the customers, but in the past, payment arrangements had been made for up to two years. President Dorey pointed out that in Mr. Cesare's case, this would pencil out to be about \$500 per month. President Dorey inquired what would happen if the balance was not paid in full by the end of the agreement. Assistant General Manager Eldon Boone responded that with a lien on the property, the District would have the right to act as any mortgage holder would act in that situation.

The Board discussed other options for the customers considering their individual situations, and the tough economic times. The Board discussed extending the payback period in order to lower the payments. Mr. Coox responded that while staff empathizes with the customers' situations, it would be best for the District if the homeowners were to obtain private financing to pay the District. Otherwise, it would be at the Board's discretion how the customers could be accommodated.

Director MacKenzie asked, with a lien on the property, what would happen in the event of bankruptcy? General Counsel Kuperberg stated that a payment agreement could be structured with an instrument recorded on the property obligating the owner to pay and requiring the acceleration of any remaining payments upon refinancing or transfer of the property. He added however, that the instrument would probably be negated in the event of bankruptcy or foreclosure. Mr. Kuperberg suggested that another option for the Board to consider, which may exceed the value of the agreements, would be to set up an assessment district for the four properties. This would guarantee repayment to the District over a period of approximately 20-25 years.

Director MacKenzie asked if an unpaid TSA balance could be added to the tax rolls like unpaid water bills. Mr. Kuperberg responded that he did not think so because the TSA was considered to be a commercial transaction. He added that the water bill is considered to be for a service.

Mr. Brian Smith suggested for the future, that the Board may wish to consider simplifying the TSA repayment process by establishing yearly a temporary offsite meter fee along with the rates, which could be applied to any TSAs which may become due during the course of that year.

The Board discussed Mr. Cesare and Mr. Giallorenzo's complaint that they were not given enough advance notice of the project. Mr. Cesare acknowledged that he was given 10 months' notice regarding the project itself, but the estimate of the cost of the project was provided a few months later.

09-09-130 *Upon motion by Director MacKenzie, seconded by Director Vásquez and unanimously carried, the Board of Directors established a reimbursement amount of \$88 per foot of frontage to satisfy the terms and conditions of Temporary Service Agreements (TSA) Nos. 266, 498, and 755 which were recorded on properties located at 755, 757, 761 and 764 Ann's Way, Vista (LN 2004-020; D-2143, APN 163-222-19, 20, 21 & 23; DIV NO 4).*

The Board directed staff to work with the property owners to come up with an equitable repayment plan in order to satisfy their contractual obligations under the TSAs. The Board requested that staff work with General Counsel to analyze the process and cost of setting up an assessment district. General Counsel said he would work with staff on this as well as on other alternatives. The Board further directed staff, after inventorying all the TSA's in the District, to send letters to the property owners involved, explaining about the TSA and how it could affect them in the future. The Board suggested that as water line replacements are planned for future years, that staff notify affected TSA property owners with ballpark estimates of the cost.

Messrs. Al Ducusin and Brian Smith and the two members of the public, Messrs. Louis Giallorenzo and Steven Cesare, all left the meeting after this item.

**8. CALL FOR PUBLIC HEARING TO AMEND THE DISTRICT'S DROUGHT RESPONSE CONSERVATION PROGRAM**

See staff report attached hereto.

Mr. Coox recalled that the District implemented its Drought Response Conservation Program in September 2008. On June 1, 2009, VID declared a Drought Response Level 2. Mr. Coox advised that the watering restrictions associated with the Drought Response Level 2 were set to become more restrictive for the winter months on November 1, 2009. At that time, among other added restrictions, allowable watering days would go from three days per week to one day per week. Mr. Coox stated that through the summer months, VID customers exceeded the mandatory cutback levels which were prescribed by the Water Authority. Mr. Coox stated that conservation has been so successful, decreased revenues have become a recent concern. Mr. Coox said that all the agencies in the region were in agreement that no additional restrictions would be warranted at this time. Mr. Coox stated that staff drafted revisions to the District's program to be aligned with what other agencies in the region have done or were in the process of doing. New revisions include giving the General Manager the flexibility to implement watering days commensurate with the level of conservation being experienced. Mr. Coox stated that this has been done with the understanding that the agencies of the region will consult regularly to assure consistency among them. Mr. Coox commented that he led the effort among the agencies of the region to attempt to match watering restrictions and watering days with the City of San Diego, since theirs are the best publicized and largely assumed by the customers to apply to the entire County.

Mr. Coox reviewed staff's proposed changes to the resolution and provided clarification for the Board. Mr. Coox clarified that based on the proposed changes, the General Manager would be able to monitor the conservation performance levels of the customers and current water supply situations, and based on that information he would have the flexibility to keep or change watering days and times. He





## STAFF REPORT

Agenda Item: 12

Board Meeting Date: January 20, 2010  
Prepared By: Marlene Kelleher  
Reviewed By: Eldon Boone  
Approved By: Roy Coox

**SUBJECT:** TEMPORARY SERVICE AGREEMENT LOAN PROGRAM

**RECOMMENDATION:** That the Board adopt a Temporary Service Agreement (TSA) Loan Program for property owners in order to assist them to satisfy their contractual obligations under the TSA's with the District.

**PRIOR BOARD ACTION:** 9/16/09 – Board directed staff to work with property owners on Ann's Way to come up with an equitable repayment plan in order to satisfy the owners' contractual obligations under the TSA's.

**FISCAL IMPACT:** The District would earn interest income, but the amount will vary depending on the number of loans, the loan amounts and the term of each loan.

**SUMMARY:** On September 16, 2009, the Board established a reimbursement amount of \$88 per foot of frontage to satisfy the terms and conditions of TSAs which were recorded on properties located at 755, 757, 761 and 764 Ann's Way, Vista and authorized staff to collect these amounts from the property owners in order to satisfy their contractual obligations under the TSA's.

At that Board meeting, the above noted owners requested that the District establish payment terms for the repayment of the outstanding amounts due and the Board directed staff to work with General Counsel and the property owners to establish a TSA Loan Program.

**DETAILED REPORT:** Staff worked with General Counsel to develop the necessary documents to properly document and record TSA loans. A Promissory Note and a Deed of Trust were developed which could be recorded against properties when property owners choose to participate in this loan program. Staff met with the property owners for their feedback and input on the proposed loan program and incorporated their feedback and input as appropriate. Once the TSA Loan Program is established, it is intended that the program be consistent for any future TSA loans.

The Promissory Note was developed to allow for up to a five year payment term. The interest rate will be computed based on the Prime Interest Rate as published in the most recent Wall Street Journal (WSJ) when the Promissory Note is executed, plus 1% for each year of the term of the loan. For example, the rate on a two year loan would be the WSJ Prime Interest rate plus 2%, the rate on a five year loan would be the WSJ Prime Interest rate plus 5%.

The primary change requested by the property owners was that the Promissory Note allow for prepayment and recalculation of the interest rate charged based on the total actual term of the loan, not just the term originally entered into. This request was discussed with the District's General Counsel and the proposed Promissory Note was changed to allow property owners wishing for this flexibility to sign up for a five year loan, on which the interest rate would be calculated as the WSJ Prime Interest rate plus 5%. Should the loan be paid off in two years, for example, the loan would be recalculated as if it were a two year loan using the original WSJ Prime Interest rate plus 2%.

**ATTACHMENTS:**

- Promissory Note
- Deed of Trust
- Agreement to pay fees related to Promissory Note and Deed of Trust

**PROMISSORY NOTE SECURED BY DEED OF TRUST**

\$ [Insert Loan Amount]

[ INSERT DATE ]  
Vista, California

FOR VALUE RECEIVED, the undersigned ("Maker"), (and hereinafter referred to in the singular, whether one or more), promises to pay to the order of the VISTA IRRIGATION DISTRICT, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.*, its successors or assigns or any subsequent holder of this Promissory Note (hereinafter sometimes collectively referred to as "Holder"), at 1391 Engineer Street, Vista California 92081, or at such other place as Holder may designate in writing, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), with interest thereon as set forth below.

Interest shall accrue on the principal from time to time outstanding under this Promissory Note (the "Note") at a rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum [not to exceed 10%.] Interest shall be computed on the basis of a 360-day year, but accrue on the actual number of days elapsed. Monthly payments of principal and interest under this Note shall be due and payable in arrears on a monthly basis, commencing on the tenth (10th) day of \_\_\_\_\_, 20\_\_, and continuing on the tenth (10th) day of each month thereafter, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month, calculated on the original principal amount of this Note amortized at the fixed interest rate set forth herein over a period of \_\_\_\_\_ (\_\_\_\_) months.

On \_\_\_\_\_ ("Maturity Date"), the entire outstanding balance of principal under this Note and all unpaid interest thereon and any unpaid late charge or other sums shall be due and payable in full.

All installments of principal and interest under this Note shall be payable in lawful money of the United States of America without offset or deduction of any kind. Payment by check shall be credited only when collected by Holder, and payment by wire transfer or other means shall be credited only when actually received by Holder. All payments made hereunder shall be applied first to any late charges or other expenses, premiums, penalties, or fees due hereunder, next to unpaid interest due hereunder, and last to any unpaid principal due or outstanding.

Maker may prepay in whole or in part the principal amount outstanding under this Note, together with accrued and unpaid interest thereon computed to the date of prepayment and any unpaid late charge or other sums owing to Holder hereunder. Prepayments received by Holder after 11:30 a.m. shall be deemed and treated as received on the next business day.

Notwithstanding anything to the contrary in the immediately preceding paragraph, if Maker elects to prepay this Note in full on or before maturity date, the interest rate on this Note for purposes of prepayment shall be reduced by one-twelfth of one percent (.0833%) per month for each full calendar month from the prepayment date to the Maturity Date (the "Alternate Interest Rate") rather than [Insert interest rate in second paragraph of the Note] percent (\_\_\_\_%)

per annum. Maker shall give Holder not less than thirty (30) days' written notice prior to the date on which Maker intends to prepay this Note in accordance with this paragraph. Such notice shall indicate Maker's current address and the payment date that Maker intends to prepay the note (the "Early Payment Date"), it being understood that the Early Payment Date must be on a regularly scheduled payment date under this Note. Upon receipt of Maker's notice, Holder shall recalculate the interest and principal due for the period of time from the execution of this Note until the Early Payment Date using the Alternate Interest Rate. Holder will then notify Maker in writing at least five (5) days before the Early Payment Date of the amount of the final payment of this Note to be made on the Early Payment Date. Any payments due under this Note prior to the Early Payment Date shall be in accordance with the second paragraph of this Note. In the event Maker notifies Holder in writing of its election to prepay this Note on the Early Payment Date and does not timely do so, Maker's election to prepay this Note in accordance with this paragraph shall be deemed null and void, and payments hereunder shall continue to be made in the amount and at the interest rate set forth in the second paragraph of this Note. Any partial prepayment of the principal amount outstanding under this Note shall be paid in accordance with the immediately preceding paragraph, with interest at the rate of [Insert interest rate in second paragraph of the Note] percent (     %) per annum).

Upon failure to pay any installments when due, or upon failure to perform or comply with any of the covenants or agreements contained herein or in any instrument securing payment of this Note, or upon any default under the Deed of Trust (defined below), entered into in connection with this Note, then such shall constitute a default under this Note, and, at the option of Holder, the entire debt then remaining unpaid at once shall become due and payable.

In addition to and without limitation on any other rights or remedies Holder may have hereunder or at law or in equity, if Maker shall fail to make any payment of interest or principal within ten (10) days after the date the same is due and payable, a late charge by way of damages shall be immediately due and payable. Maker recognizes that default by Maker in making the payments herein agreed to be paid when due will result in Holder incurring additional expense in servicing the loan, in loss to Holder of the use of the money due and in frustration to Holder in meeting its other financial and loan commitments. Maker agrees that, if for any reason Maker fails to pay the amounts due under this Note within ten (10) days of when due, Holder shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Maker therefore agrees that a sum equal to five cents (\$.05) for each one dollar (\$1.00) of each payment which becomes delinquent is a reasonable estimate of said damages to Holder, which sum Maker agrees to pay on demand.

If this Note is not paid when due, whether at the Maturity Date or by acceleration as hereinabove provided, Maker promises to pay all costs of collection and all expenses incurred for the protection of or realization upon any collateral securing this Note; such costs and expenses shall include, without limitation, all costs, expenses and attorneys' fees incurred by Holder in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving any person or entity liable for the payment of this Note or having rights in any collateral securing payment of this Note. Maker further promises to pay all costs, expenses and attorneys' fees incurred by Holder in connection with any default hereunder and in any proceeding brought to enforce any of the provisions of this Note. All such sums shall bear

interest from the date incurred by Holder until paid at the rate of interest payable on the principal amount of this Note.

If Holder shall be made a party to or shall intervene in any action or proceeding affecting the real property encumbered by the Deed of Trust or the collateral described in any other instrument securing repayment of this Note, or affecting Holder's title thereto or interest therein, Holder shall be reimbursed by Maker immediately upon demand for all costs, expenses and attorneys' fees incurred by Holder in such matter.

Should interest under this Note or any late charge, fees, expenses or any other sums owing to Holder not be paid in full when due, the amount thereof shall be added to the principal amount outstanding under this Note and thereafter shall bear like interest as principal.

Upon the happening of any event of default hereunder (including any default under the Deed of Trust) which may be cured by payment of money, Holder shall have the right, but not the obligation, and without limitation as to any other rights or remedies of Holder, to make such payment from its own funds on Maker's behalf. The making by Holder of such payment from its own funds shall not be deemed to cure such default hereunder by Maker. If Holder advances its own funds for such purposes, such funds shall be considered additional advances under this Note and shall be secured by the Deed of Trust and other security instruments securing this Note. Maker shall immediately upon demand reimburse Holder for any such advances, with interest thereon at the rate of interest payable on the principal amount of this Note, from the date of such advance until the date of reimbursement.

This Note inures to and binds the heirs, successors and assigns of Maker and Holder. Maker understands that Holder may transfer and assign its interest in this Note, pledge its interest in this Note or grant or sell participations in some or all of Maker's indebtedness outstanding under this Note. Holder shall provide notice to Maker of any such transfer. In connection with any such transaction, Holder may disclose to each prospective and actual transferee, pledgee, purchaser or participant, any and all documents and information relating to the loan evidenced by this Note. If Holder so requests, Maker shall sign and deliver a new note to be issued in exchange for this Note. Maker may not assign any rights or obligations under this Note without Holder's prior written consent, which consent may be withheld in Holder's sole discretion.

If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect and shall be liberally construed in favor of the Holder in order to effect the provisions of this Note. In addition, in no event shall the rate of interest payable under this Note exceed the maximum rate of interest permitted to be charged by applicable law (including the choice of law rules), and any interest paid in excess of the permitted rate shall be refunded to Maker. Such refund shall be made by application of the excessive amount of interest paid against any sums outstanding. If the excessive amount of interest paid exceeds the sums outstanding, the portion exceeding the sums outstanding shall be refunded by the Holder. Any such crediting or refund shall not cure or waive any default by Maker hereunder.

Maker and any guarantors and sureties hereof severally waive presentment, protest and demand, notice of protest, demand and of dishonor and non-payment of this Note, waive the

right to plead any and all statutes of limitation as a defense to any demand under this Note, and expressly agree that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the Maker, said guarantors and sureties hereof. The obligations of Maker and all guarantors and sureties hereof shall be joint and several, and all words used herein in the singular shall be deemed to have been used in the plural when the context and construction so require.

No previous waiver and no failure or delay in acting by Holder with respect to any of the terms hereof or of any instrument securing payment of this Note shall constitute a waiver of any breach, default or failure of condition under this Note or any instrument securing payment hereof. The acceptance by Holder of any payments under this Note in an amount less than the amount due and owing or after the date that such payment is due shall not constitute a waiver of the right to require prompt and full payment when due of future or succeeding payments or to declare a default as herein provided.

This Note shall be governed by, construed in accordance with and enforced under the laws of the State of California. Time is of the essence with regard to each and every term, covenant, provision and condition of this Note.

This Note is secured by, among other things, a Deed of Trust and Assignment of Rents of even date herewith, encumbering certain real property situated in the County of San Diego, California (the "Deed of Trust"). The Deed of Trust contains provisions for the acceleration of the Maturity Date of this Note.

This Note represents an amount due Holder by Maker toward reimbursement for a portion of the installation of water facilities to serve the property which is the subject of the Deed of Trust. The total amount of such facilities provided by Holder to Maker is \$ \_\_\_\_\_, Maker has paid to Holder the sum of \$ \_\_\_\_\_, and the balance of which is the principal sum due under this Note. Such reimbursement was provided for in a Temporary Service Agreement applicable to said real property dated \_\_\_\_\_. This is an extension of credit that involves public utility services provided through pipe, wire or other connected facilities.

Maker agrees, for itself and subsequent owners of the property which is the subject of the Deed of Trust, that said real property shall not be sold, conveyed, transferred, assigned, or disposed of, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Holder. Any transaction in violation of the above restrictions shall cause the then outstanding principal balance of this Note and interest thereon, and other sums secured by said Deed of Trust, at the option of Holder, to immediately become due and payable.

**MAKER:**

**[INSERT SIGNATURE LINES FOR MAKER]**

**[PRINT FULL NAME OF MAKER]**

**RECORDING REQUESTED BY:**

**When Recorded Mail To:**

Vista Irrigation District  
1391 Engineer Street  
Vista, CA 92081  
Attention: \_\_\_\_\_

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

This document is recorded for the benefit of the Vista Irrigation District, and the recording is fee-exempt under Section 27383 of the California Government Code.

**APN:**  [Insert Assessor's Parcel Number]

**LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made  [Note: the date of the deed of trust must be the same date as the date of the promissory note] , 20\_\_  
between  [Insert Borrower's name] , herein called **TRUSTOR**, whose  
address is  [Insert Borrower's address] , **FIRST AMERICAN TITLE COMPANY**, a California corporation, herein called **TRUSTEE**, and the **VISTA IRRIGATION DISTRICT**, a special governmental district formed and operating under the Irrigation District Law, California Water Code Section 20500, *et seq.*, herein called **BENEFICIARY**,

**WITNESSETH:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to TRUSTEE IN TRUST, **WITH POWER OF SALE**, that property in San Diego County, California, described as:

**[Insert legal description]**

Commonly known as: **[Insert Street Address]**

**TOGETHER WITH** the rents, issues and profits thereof, **SUBJECT, HOWEVER**, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by a promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$  [Insert loan amount]  executed by Trustor in favor of Beneficiary or order (the "Note"). 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. The failure of Borrower to make a payment which is required under this Deed of Trust or under the Note on or before the date such payment is due and payable or the failure of Borrower to comply with other terms requirements and/or conditions set forth in this Deed of Trust or in the Note shall constitute a default hereunder.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.



(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page(s) where this Deed of Trust is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) **DUE ON SALE:** Borrower agrees, for itself and subsequent owners of the property which is the subject of this Deed of Trust, that said property shall not be sold, conveyed, transferred, assigned, or disposed of, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Beneficiary. Any transaction in violation of the above restrictions shall cause the then outstanding principal balance of the Note and interest thereon, and other sums secured by this Deed of Trust, at the option of Beneficiary, to immediately become due and payable.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

**[INSERT SIGNATURE BLOCK FOR BORROWER]**

\_\_\_\_\_  
(TRUSTOR)

\_\_\_\_\_  
(TRUSTOR)

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
*(insert name and title of the officer)*

Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**REQUEST FOR FULL RECONVEYANCE**

**TO: FIRST AMERICAN TITLE COMPANY, TRUSTEE:**

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Please mail Reconveyance to:

\_\_\_\_\_

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.**

**AGREEMENT TO PAY FEES RELATED TO PROMISSORY NOTE AND  
DEED OF TRUST**

I/We understand that by entering into a Promissory Note Secured by a Deed of Trust with Vista Irrigation District (VID) that I/We are responsible for any fees involved in delivering the Deed of Trust to the County of San Diego for recordation and agree that I/We will pay the title company reconveyance fee when the loan is paid in full.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

10-01-19 *Upon motion by Director MacKenzie, seconded by Director Dorey and unanimously carried, the Board of Directors scheduled a Board inspection trip to Lake Henshaw and Warner Ranch for April 19, 2010.*

## 12. TEMPORARY SERVICE AGREEMENT LOAN PROGRAM

See staff report attached hereto.

Mr. Coox updated the Board that this item was the result of a previous Board discussion regarding property owners on Anns Way and their Temporary Service Agreements (TSA's). Marlene Kelleher, Finance Manager, reported that at the September 16, 2009 Board of Directors' meeting, the Board approved the amount that was due on several temporary service agreements and authorized staff to collect these amounts from the property owners in order to satisfy their contractual obligations under the TSA. Owners that were affected attended the meeting and discussed with the Board the possibility of establishing payment terms. The Board directed staff to work with General Counsel and the property owners to come up with a payment program.

Ms. Kelleher reported that the payment program includes a Promissory Note and a Deed of Trust that will be recorded against properties when a property owner chooses to participate in this loan program. The Promissory Note is developed to allow for up to a five year payment term. The interest rate will be computed based on the Prime Interest Rate as published in the most recent Wall Street Journal (WSJ) when the Promissory Note is executed, plus 1% for each year of the term of the loan.

Ms Kelleher further stated that the Promissory Note will allow for prepayment and a recalculation of the interest rate charged based on the total actual term of the loan, not just the term originally entered into. For example, a property owner signs up for a five year loan, the interest rate would be calculated at the WSJ Prime Interest rate plus 5%. Should the loan be paid off in two years, the loan would be recalculated as if it were a two year loan using the original WSJ Prime Interest rate plus 2%.

The Board members discussed some scenarios to have a better understanding of the payment terms and Assistant General Manager/Treasurer Eldon Boone answered their questions for clarification. Director MacKenzie requested clarification from General Counsel Joel Kuperberg regarding bankruptcies, and Mr. Kuperberg responded that the TSA loan is a secured debt. Under bankruptcy laws, the bankruptcy court does not adjudicate secured transactions. He likened the TSA Promissory Note to a loan agreement and the Deed of Trust to a mortgage. The mortgage secures the Promissory Note and is placed in second position after a first mortgage. Director Miller asked about foreclosures. Mr. Kuperberg stated in a case of foreclosure, the District would be unable to collect on the loan.

Water Resources Project Manager, Angela Morrow; Engineering Manager, Al Ducusin; and member of the public, Steve Caesar, left the meeting after this item.

10-01-20 *Upon motion by Director Vásquez, seconded by Director Dorey and unanimously carried, the Board of Directors adopted a Temporary Service Agreement (TSA) Loan Program for property owners in order to assist them in satisfying their contractual obligations.*



## STAFF REPORT

Agenda Item: 7

Board Meeting Date: August 17, 2011  
Prepared By: Marlene Kelleher  
Reviewed By: Eldon Boone  
Approved By: Roy Coox

**SUBJECT:** TEMPORARY SERVICE AGREEMENT LOAN PROGRAM

**RECOMMENDATION:** Discontinue the District's Temporary Service Agreement (TSA) Loan Program.

**PRIOR BOARD ACTION:**

September 1, 1999 Board approved a 60 month payment plan for a customer to comply with a TSA obligation.

June 6, 2007 Board approved a 24 month payment plan for a customer to comply with a TSA obligation.

September 16, 2009 Board directed staff to work with property owners on Ann's Way to come up with an equitable repayment plan in order to satisfy the owners' contractual obligations under the TSA's.

January 20, 2010 Board adopted a TSA Loan Program in order to assist property owners in satisfying their contractual obligations.

**FISCAL IMPACT:** None associated with discontinuation of the program. The District has expended over \$9,000 in legal fees administering and enforcing the loan program.

**SUMMARY:** On September 16, 2009, several property owners on Ann's Way requested that the District establish payment terms for the repayment of the outstanding amounts due on their respective TSAs. The Board directed staff to work with General Counsel and the property owners to establish a TSA Loan Program. Staff and General Counsel worked together and developed a TSA Loan Program that was adopted by the Board on January 20, 2010. This program required that the property owner complete a Promissory Note and Deed of Trust recorded with the County.

Only one owner on Ann's Way took advantage of the TSA Loan Program; the remaining owners paid their outstanding TSA obligations without participating in the TSA Loan Program. Subsequently, another property owner within the District entered into a TSA Loan.

These two TSA loans have imposed an unforeseen administrative burden on District staff and have presented serious problems in collecting the funds owed to the District.

Prior to the development and adoption by the Board of the TSA Loan Program, in 80 years of District history, the District had two previous owners who requested payment plans from the District. One payment plan was approved by the Board in 1999 and the other in 2007. Although neither of these payment plans resulted in executing a Promissory Note or Deed of Trust, both obligations were paid in full in accordance with the payment plans approved by the Board. Both of these property owners paid the monthly amounts per their payment plans timely, and with no intermediary steps required by District staff to facilitate collection.

**DETAILED REPORT:** Each of the current two loans has required continual follow up by staff, with both loans not being paid according to the terms of their respective Promissory Notes.

One of the loans has required repeated certified letters, door hangers, and communications with both the property owner and the lawyer in order for payments to be received by the District. That particular loan recently became involved in a bankruptcy, whereby complicated bankruptcy laws and court rulings have come into play. Due to the bankruptcy, the District cannot collect unpaid payments and there is a question as to whether the TSA obligation is still valid, or has been paid off. The only enforcement mechanism under the TSA loan program is for the District to initiate foreclosure proceedings on the property, which are unproductive since the District stands in last position among lenders on the property. The District can not shut off water service in connection with an unpaid TSA loan.

The District has recently entered into a Settlement Agreement with this property owner, who is losing the residence to foreclosure and has agreed to move out. As a result of the Settlement Agreement, on August 1, 2011 the water was shut off. However, no payments have been made on this loan since January 2011, and the property owner is still residing at the property. At this time, the District intends to attempt to collect the TSA balance if and when future water service is requested, since it is the District's position that the TSA obligation is attached to the property.

Attempts to enforce this particular loan have already cost the District over \$9,000 in legal fees alone, not counting staff time. These represent the unexpected legal costs incurred over the past several months dealing with the bankruptcy issue and its impact on the District's TSA loan with the property owner.

The other of the two loans has required regular follow up phone calls and reminders when payment is not received in accordance with the terms of the TSA Loan Agreement, with late charges paid on the most recent payment due to the property owner missing the payment deadline.

Due to the success of individual payment arrangements made on TSA obligations prior to adopting the TSA Loan Program, the failure of all loans made under the TSA Loan Program, and legal concerns with the current structure of recording loans under the TSA Program, staff recommends that the District discontinue the TSA Loan Program. If the Board concurs with this recommendation, staff will work with any future TSA customers that do not have the financial means for paying their obligation when due. In a case where a customer expresses intent to pay the TSA obligation and needs additional time to meet the obligation, the customer's payment plan request will be reviewed by staff, and if reasonable, will be presented to the Board for consideration. The customer will then have the opportunity to appear before the Board to present and discuss the individual request.

As previously directed by the Board, staff will continue to perform an inventory of outstanding TSA's within the District with the intent of informing current property owners about the existence and purpose of their TSA's. Additionally, staff will provide as much notice as possible to owners when planned District mainline replacements affect TSA-encumbered properties.



A. Minutes of the July 27, 2011 meeting of the Warner Ranch Committee

The Board noted and filed the minutes of the July 27, 2011 meeting of the Warner Ranch Committee, which were provided for informational purposes.

B. Quitclaim of Easement

See staff report attached hereto. Staff recommended and the Board approved Quitclaim No. 651 quitclaiming a portion of Specific Easement No. SC53 and a portion of Blanket Easement No. BN109 over a single family residence consisting of approximately 0.53 gross acres, owned by David Malcolm and Carol Engel, located at 1509 Maxwell Lane, Vista (APN 174-020-50, LN 2011-021; DIV NO 1).

C. Minutes of Board of Directors meeting on August 3, 2011

The minutes of August 3, 2011 were approved as presented.

D. Resolution ratifying check disbursements

**RESOLUTION NO. 11-28**

**BE IT RESOLVED**, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 40946 through 41041 drawn on Union Bank totaling \$1,136,934.02.

**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** by the following roll call vote of the Board of Directors of Vista Irrigation District this 17<sup>th</sup> day of August 2011.

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

\*\*\*\*\*

**7. TEMPORARY SERVICE AGREEMENT LOAN PROGRAM**

See staff report attached hereto.

General Manager Roy Coox recalled that in January of 2010 the Board adopted a loan program to assist individual property owners who have no other recourse in meeting the obligations of their Temporary Service Agreements (TSA) with the District. Mr. Coox commented that both the Board and staff were in agreement with the intent of the program, which was to work with and try to accommodate these customers. Mr. Coox stated that staff believes the TSA Loan Program has proven not to be the optimum approach. Mr. Coox said that it is staff's recommendation to rescind the Loan Program due to its shortcomings as detailed in the staff report, and due to the District's inability to enforce and collect on the loans in cases which result in bankruptcies and/or foreclosures. Mr. Coox expressed an additional concern about the risk that the TSA loan would not stay with the property should there be a change in ownership. Mr. Coox said that staff recommends handling customers who need special payment arrangements for TSAs on a case-by-case basis.

Mr. Coox clarified that should the Board rescind the Loan Program, the District would no longer act as the lender for payment of the TSA. The customer would have to obtain a loan through a bank or other financial institution in order to pay off the TSA. In the event that the customer is not able to obtain a loan, staff would try to work out a payment plan with the customer, and those arrangements would be brought before the Board for approval as needed.

General Counsel Joel Kuperberg explained that when a customer has a TSA with the District, once the District installs a permanent water service line, the customer is legally obligated to pay their share of the cost of the line and connect to it. Once the permanent line is in service, the District will disconnect all of the associated temporary service lines. The choice for the customer is to pay to be on the permanent line, or discontinue water service. Mr. Kuperberg added that he did not think the District has ever exercised this remedy, but it is the contractual requirement.

Mr. Coox said the biggest problem staff has is that many property owners are not aware that this agreement is attached to their property because it was entered into by the previous property owner. Mr. Coox said that staff has been following up on the Board's direction to identify the several hundred TSAs throughout the District and advise the property owners of the TSA's existence. Mr. Coox said that a lot of research is involved in this process, and once the research is complete, letters can be sent if the Board wishes. Mr. Coox advised that staff believes such letters could generate a great deal of interest. He said staff would need to strategize in order to be prepared to answer possibly hundreds of inquiries and maybe even protests on the matter. Mr. Coox added once the notifications are made, they would need to be repeated periodically due to ownership changes. Mr. Coox added that for many of the TSAs, it could be 100 years before a permanent line is installed, if ever. Mr. Coox said that the current practice is as soon as it is known by staff that a permanent water service line is likely to be installed in the foreseeable future, staff notifies owners of encumbered properties that there is likelihood their TSA will become due. Such was the case for the property owners on Ann's Way, who had in excess of a year's notification

President MacKenzie asked if staff has an idea which properties will receive a permanent line in the foreseeable future, and which properties may never have a main extended to them. Director of Engineering Brian Smith responded that after a cursory review, he estimated that approximately half of the TSAs of the District will never have a main extended to them. He said that the District's master plan calls for future pipelines to extend the system, but it is not known whether these system expansions will affect any TSAs. TSAs are typically affected through mainline replacement projects, and the affected TSAs are usually not known until the main is studied in detail. Mr. Smith said that staff can take a general look at the TSAs of the District to determine which ones might be more likely to be affected in the future. He said that staff is still in the process of reviewing all of the approximately 520 TSAs and making sure the mapping is up-to-date.

President MacKenzie inquired if all of the TSAs could be separated into two categories, one category for those TSAs which may never have a permanent line extended to them, and another category for those which may possibly have a permanent line extended in the foreseeable future. Mr. Smith responded that would be possible, but it would take extensive staff time to do. Mr. Smith stated that staff's practice is to notify property owners very early in the process that a project is coming up that will affect them and their TSA. Mr. Smith noted that the newly established fee for payment of TSAs is helpful in this process. In the past, the cost was not known until the job was complete. Now that the District has set a fee for the year, the owners can know up front what the fee will be and this has been tremendously helpful for both staff and the property owners.

Director Dorey suggested that a small fee be collected on every bill for TSA customers, to be held in an escrow account, with the thought that if it takes 50 years to extend a main to the property, by that time the cost would be paid by the customer. Mr. Kuperberg responded that this could be done prospectively, but the conditions of the past agreements can not be changed unless the property owner agrees to the change. The Board discussed other ideas to help customers when a TSA becomes due. The Board inquired if TSAs are still entered into by the District. Mr. Brian Smith responded that the District no longer enters into TSAs. The District now issues Temporary Offsite Meters, the fee for which is established each year by the Board. This fee is paid up-front by the property owner for the temporary offsite meter.

Director Dorey asked if an unpaid TSA could be added to the tax roll. Mr. Kuperberg responded that the District's ability to add amounts to the tax roll is statutory. He did not believe the District had the statutory ability to add connection fees to the tax roll. Mr. Smith said that with one of the recent TSAs in which payment arrangements were made, the TSA was amended to stipulate that if the TSA was not paid in full, the District would have the right to discontinue water service and add the unpaid amount to the property tax roll. Mr. Kuperberg said that even though the other party agreed to this, there has to be a statute to support this, otherwise the tax collector may reject it. Mr. Boone said that so far, it has not been rejected from the tax roll.

11-08-82	<i>Upon motion by Director Williams, seconded by Director Dorey and unanimously carried, the Board of Directors discontinued the District's Temporary Service Agreement (TSA) Loan Program.</i>
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President MacKenzie recapped that based on the above discussion the consensus of the Board is not to direct staff to send out blanket letters to the TSA customers, but to continue to gather information to pinpoint all of the existing TSAs of the District. Mr. Coox said that staff would continue to research who and where the TSAs are, but will not do anything to contact the TSA customers at this time. He added that staff will continue to notify property owners as soon staff knows there will be an impact on their TSA.

At the conclusion of the above discussion, Marlene Kelleher, Bill Moses, Brian Smith, and Al Ducusin left the meeting.

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

See staff report attached hereto.

Director Williams stated that there was little to report from the recent Water Authority board meeting. He said that not much was reported on local seawater desalination projects, but he read online that Poseidon Resources has hired a new Chief Executive Officer. Director Williams noted that he also read that construction of Poseidon's seawater desalination project in Carlsbad was underway, adding that to his knowledge construction is not underway, and will not be until a contract is in place with the Water Authority to purchase half of the water. Director Williams added that the other half of the water will be purchased by the City of Carlsbad under Carlsbad's own agreement. Mr. Coox interjected that it was reported at the General Manager's meeting at the Water Authority the previous day that for the agenda of the upcoming CWA board meeting, staff is proposing to present an agreement between the Water Authority and Carlsbad to settle this issue and move forward with the construction of the desalination plant.



## STAFF REPORT

Agenda Item: 8

**Board Meeting Date:** January 22, 2014  
**Prepared By:** Lisa Soto  
**Approved By:** Roy Coox

**SUBJECT:** VISTA HALL OF FAME REQUEST FOR PARTICIPATION

**RECOMMENDATIONS:**

1. Consider appointing a Board or staff member to participate on the nominating committee for the Vista Historical Society Hall of Fame.
2. Consider making a nomination to the Vista Hall of Fame.

**PRIOR BOARD ACTION:** On February 6, 2013, the Board appointed Director Dorey to participate on the nominating committee for the Vista Historical Society Hall of Fame and to work with staff to consider possible past VID Board or staff member suitable for nomination to the Vista Hall of Fame.

**FISCAL IMPACT:** None.

**SUMMARY:** The Vista Historical Society is forming the nominating committee for this year's Hall of Fame honorees. Director Dorey has participated on this committee consecutively since 2009. The committee will meet at 2:00 p.m., Tuesday, March 11, 2014 at the Vista Historical Museum at 2317 Old Foothill Drive, Vista. Honorees will be announced at the Vista Historical Society's Annual Meeting in May or June.

**DETAILED REPORT:** Each year the Historical Society rotates between the Regular and the Early Residents Divisions, seeking honorees to be inducted into the Vista Hall of Fame. This year the Historical Society will be honoring Vistans from the Regular Division. The Regular Division eligibility criteria include: 1) Each nominee must have lived a minimum of 20 years in Vista, not necessarily consecutively (this criterion may be waived if it is not considered appropriate).; 2) Each nominee must have made significant contributions to the betterment of the community; and 3) Married couples who both meet the criteria may be nominated together as one nominee. The nominee may be living or deceased.

If the Board wishes to nominate an honoree, the Historical Society requests that the nominee's name be submitted along with his or her backup materials as soon as possible. Notable honorees already in the Vista Hall of Fame with a connection to VID include Linden Burzell, Hans Doe, Bill Taylor and Oliver Clark. From the Early Residents Division honorees with a connection to VID include Frank Delpy, William Pechstein and Charles Mull. Honorees with a connection to the Bueno Colorado Municipal Water District include Charles Hausladen and Wells Miller.

If the Board wishes to appoint someone to the nominating committee, the Society would like to know by Friday, February 28, 2014.

**ATTACHMENTS:** Letter from Vista Historical Society and Museum  
Booklet of Hall of Fame members and qualifications



*Vista Historical Society and Museum*

2317 Old Foothill Drive

P. O. Box 1032

Vista, CA 92085-1032

Phone: 760-630-0444 <tel:760-630-0444>

Fax: 760-295-9993 <tel:760-295-9993>

Email: [vistahistorical@gmail.com](mailto:vistahistorical@gmail.com)

RECEIVED

JAN 13 2014

VISTA IRRIG. DIST.

January 10, 2014

Roy Coox General Manager  
Vista Irrigation District  
1391 Engineer Road  
Vista, Ca 92081

Re: Vista Hall of Fame request for assistance.

The Vista Historical Society is honored to be the keeper of the Vista Hall of Fame. The Hall of Fame honors significant people and their achievements that have enriched Vista's history. The time has come again to select new members of the Hall of Fame and The Vista Historical Vista is now forming the nominating Committee for this year's honorees, who will be announced at the Vista Historical Society's Annual Meeting in May or June.

This year we are honoring Vistans from the Regular Division. Any Vista resident living or dead who meets the criteria is eligible.

The Vista Irrigation District has been kind in the past by appointing representatives to the nominating committee. We are again requesting your participation in the Hall of Fame process.

The committee will meet at 2 P.M. Tuesday March 11, 2014 at The Vista Historical Museum:

2317 Old Foothill Dr.  
Vista, Ca 92084

If you can participate, please let us know by Friday February 28, 2014.

Enclosed is a booklet of Hall of Fame members and qualifications.

If you wish to nominate someone, please submit his or her name and backup material as soon as possible so it can be distributed at or before the meeting.

The Society can be reached by phone 760-630-0444 Monday to Friday 8 A.M. to 4 P.M., by e-mail [vhm67@1882.sdcoxmail.com](mailto:vhm67@1882.sdcoxmail.com), or at our mailing address:

Vista Historical Society  
P.O. Box 1032  
Vista, CA 92085-1032

Thanking you in advance

Jack Larimer  
Director, Vista Historical Museum

# VISTA HALL OF FAME

1989-2013

THE VISTA HISTORICAL SOCIETY

## **THE HISTORY OF THE VISTA HALL OF FAME**

The Hall of Fame was created over 20 years ago and currently has 60 members.

The Vista Hall of Fame was created in 1989 as part of Vista Heritage Week, to honor significant people and their achievements that have enriched Vista's vibrant history. Inductions were made in each of the next three years, ceasing in 1992 and starting again in 1995.

The Vista Historical Society then received custody of the photographs.

In early 1994, upon the completion of the Vista Historical Society Museum, the Historical Society began to display the Hall of Fame members' photographic portraits in the museum.

From 1995-2008, new members of the Hall of Fame were chosen by the Historical Society in even-numbered years. The new members are inducted into the Hall of Fame at the Society's annual meeting each May or June.

A maximum of two persons (married couples counting as one), living or deceased, are added every even-numbered year.

In 2007, the Early Residents Division was added on odd-numbered years to include persons who had died at least 20 years previously.

## **CRITERIA FOR NOMINATION TO THE HALL OF FAME**

### **Regular Division**

Each nominee must have lived a minimum of 20 years in Vista, not necessarily consecutively. This criterion may be waived if it is not considered appropriate.

Each nominee must have made significant contributions to the betterment of the community.

Married couples who both meet the criteria may be nominated together as one nominee.

The nominee may be either living or deceased.

### **Early Residents Division**

The criteria is the same as for the Regular Division, and in addition the nominee must have died at least 20 years before the nomination unless waived.

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**Howard Amend**  
**Elected to Vista Hall of Fame**  
**Regular Division 2012**

Howard Amend has been affiliated with Boys' Clubs since he joined the Pasadena, California, club when he was 7 years old.

Howard has given 42 years of continuing dedication to the Vista Boys' Club and the Vista Boys & Girls Club, as it was renamed in 1990.

Prior to being hired as director for the Boys' Club of Vista as of May 1, 1970, he was employed by the Boys' Club of Pasadena in 1953, with time out for military service, and served as director until he left to come to Vista.

He retired as director of the Vista Boys & Girls Club in January 2002. He currently serves on the board of directors and is chairman of the Vista Boys & Girls Club Foundation, the major funding agency for the Club.

Howard and Anne celebrated their 50<sup>th</sup> wedding anniversary in March 2012.

Anne retired in 2011 as a school nurse for Lincoln and Rancho Minerva middle schools.

They have three children: Peter, the oldest, and twins Merrill and Sharon.



**Leon Bone**  
**1874-1962**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2013**

Leon Bone, always known as Judge Bone in Vista, was a man of many talents. In addition to his legal expertise, he was a prolific poet and author.

The Vista Historical Society is fortunate to have the original manuscript of *Day Dreams*, his book of original poems, and several hard copies of his science fiction novel, *Naomi, Daughter of Ruth*, published in 1952.

Born in Vandalia, Illinois, on March 22, 1874, Bone attended Austin College in Effingham, Illinois, for one year and was secretary and vice president of the debating team.

He then taught elementary school for four years and graduated from the Gem City Business College in Quincy, Illinois.

Bone moved on to George Washington University, determined to obtain his law degree, and graduated with the Law Class of 1905.

While there, he served as president of the university's Needham Debating Society.

The Vista Historical Society's original copy of the University news magazine, *The University Hatchet*, dated December 21, 1904, congratulates Bone on being a major force on the debate team: "He is a forceful speaker and his earnestness in the presentation of his argument carries conviction with it." He was described as an "indefatigable worker" at research who made "remarkable strides" in debating while at GWU.



Bone's given name was Leonie, later shortened to Leon.

Judge Bone was married to his wife, Cora, for 53 years. The couple had two children, Victor and Velma. Several of his descendants still reside in the area.

The United States Federal Bureau of Investigation (FBI) was formed in 1910, and Bone became one of the organization's first agents the following year. He was closely involved with the investigation and capture of such notorious criminals as John Dillinger, Pretty Boy Floyd and Machine Gun Kelly.

The Historical Society has on display a letter dated November 20, 1936, from J. Edgar Hoover, then head of the FBI, thanking him for his quarter-century of service as a special agent. Bone remained personal friends with Hoover over the ensuing years.

Early in World War II, Bone was called back for duty as a senior investigator for the Army Air Force.

From 1944, until he passed away at his Vista home in June 1962, at age 88, Judge Bone presided over the Vista branch of the Justice Court of California.

Evidence of his popularity was a report in The Vista Press on June 3, 1958, that he was re-elected to the Vista Judicial Court at age 84 with a vote of 2,326; his nearest competitor had 810 votes.

Judge Bone wrote poetry for more than 40 years. The Original manuscript of his poetry book, *Day Dreams*, is on exhibit at the Vista Historical Society Museum at Rancho Minerva. It demonstrates the heart and philosophy of the "inner man" that complemented Leon Bone's legal talents.



**Ralph T. Brengle  
1894-1971**

**Elected to Vista Hall of Fame  
Early Residents Division 2009**

Ralph Brengle was a retired industrialist and a native of Orleans, located in the Knob Hills Country of Indiana. He served in the United States Navy in World War I, being discharged as a Lieutenant Junior Grade. In World War II, he was a Lieutenant Commander in the Navy.

After the war, he organized Ralph T. Brengle Sales Company in Princeton, Indiana. At one time he owned three shopping centers in Chicago.

Mr. and Mrs. Brengle came to Vista on his retirement in 1961. He donated funds to the Vista Boys' Club for a gymnasium, and gave 39 acres to the City of Vista with which Brengle Terrace Park was established. The Brengles were honored February 21, 1971, at the dedication of the 13,000-square-foot Boys' Club gymnasium. Orbee Mihalek, Mayor of Vista, proclaimed "Ralph T. Brengle Day."

Mr. Brengle had given away around a million dollars for worthy causes before coming to Vista, including funds to the College of Vincennes for a closed TV station; funds to Gibson General Hospital; and a science building for Oakland City College. He was a member of the Rotary Club and the Military Order of World Wars, San Diego Chapter.

Mr. Brengle died in March of 1971.



**Kathy Brombacher  
Elected to Vista Hall of Fame  
Regular Division 2010**

Kathy is the founder of Moonlight Stage Productions summer season at the Moonlight Amphitheatre and the winter season at the Avo Playhouse. Since founding the theatre in 1981, she has helmed its artistic vision; today it is recognized as one of San Diego County's major arts organizations.

The theatre's artistic successes have been recognized by such organizations as the San Diego Theatre Critics Circle, the Patté Awards for Theatrical Excellence, the Robby Awards, and the Billie Awards. Some of the awards the theatre has received from these organizations include Best Direction, Best Ensemble, Best Choreography, and Best Set Design, among many others.

Under Kathy's vision, the theatre has nurtured many theatrical artists and administrators who began their careers at the Moonlight and have gone on to work with other major arts organizations and entertainment companies throughout the United States. Having established an artistic base that serves all of San Diego County, Moonlight Stage Productions winter seasons have grown artistically each year with the support of the National Endowment for the Arts, which has provided grants in support of three productions, *Arms and the Man*, *The Most Happy Fella*, and recently the critically acclaimed *Ring Round the Moon*.

Kathy has produced and/or directed more than 150 shows at Moonlight Stage Productions in the last 30 years. She has seen major milestones during her tenure at Moonlight Stage Productions. In 2009, the completion of the new Moonlight Amphitheatre stage house, constructed in just nine months, was a 20-year dream realized by the City of Vista. The City's renovation of the Avo Playhouse, from a movie theater originally opened in 1948 to a venue hosting the Moonlight's winter seasons as well as numerous rental events, was another milestone in community

support.

As a long-time employee of the City of Vista, Kathy has been recognized as Management Employee of the Year as well as receiving awards and recognition from the California Women in Government for distinguished work; Soroptimists International of Oceanside for work which enhances the community; was named one of the "50 People to Watch" by *North County Magazine*; received the Craig Noel Award for Theatrical Trailblazer by the San Diego Theatre Critics Circle; and the Shiley Lifetime Achievement Award from the Patté Awards for Theatrical Excellence in 2006.

A longtime resident of Vista, she is married to Robert C. Brombacher, D.D.S. She holds a B.A. degree in Theatre Arts from the University of Redlands and an MFA degree in acting, and prior to founding Moonlight Stage Productions was a theatre and music educator in the Vista Unified School District.



**Linden R. Burzell  
1924-2008  
Elected to Vista Hall of Fame  
Regular Division 2008**

Linden R. Burzell began his career in the water industry as a young Navy Ensign in 1945 when he was assigned to assist the resident officer in charge of administering construction work on the first San Diego Aqueduct.

He joined Vista Irrigation District as its District Engineer in 1946. By 1951, he was general manager and chief engineer. Among the many projects that Burzell brought to completion while at VID was the covering of the original 12 miles of open flume that brought water from Lake Henshaw via Lake Wohlford to Vista. He expanded and improved the infrastructure serving the communities within VID's boundaries, which were moving from an agricultural base to residential and commercial uses.

In 1964, he left to assume his new position as general manager and chief engineer of the San Diego

County Water Authority.

Burzell returned to the VID in 1992 as a member of the Board of Directors. He worked at the policy level to maintain VID's high standards. He served as the Board's president in 1996, 2001 and 2006.



**Oliver Clark**  
**1917-2006**

**Elected to Vista Hall of Fame**  
**Regular Division 2010**

A native of Iowa, Oliver Clark and his wife, Helen, came to Vista in 1941. He started Clark's Floor Coverings, Inc. in 1946.

He served 22 years on the Vista Irrigation District board of directors. He also was a director of the Vista Chamber of Commerce for many years and holder of four Chamber awards—in 1956, 1958, 1963 and 1966. Clark was a charter member of the Kiwanis Club of Vista and served as president in 1953. He was a Chancellor Commander, Knights of Pythias Themis 146, Escondido. He served as president of the San Diego Floor Covering Association (two terms), and he was elected to the Hall of Fame of the Floor Covering Association in 1976.

He was also a director of Chartered Bank of London, California Division, from 1964 to 1980. He was a member of the Vista Historical Society and several other organizations. He and his wife had three children: Carol Anne, Oliver R. Clark Jr., and Alan Lee Clark.



**John Cosh**  
**1924-2004**

**Elected to Vista Hall of Fame**  
**Regular Division 1989**

John Cosh arrived in Vista with his family in 1925 from Canada, along with the Ormsby family. Cosh and his family have supported Vista and the surrounding communities ever since. John Cosh was a longtime banker in the Vista area. He assisted in the founding of the Tri-City Hospital District and was a director for eight years and president in 1974. He was founding president and organizer of the Boys' Club and chairperson of many fundraisers for charitable organizations. He also helped develop Brengle Terrace Park.



**Cave Johnson Coutts**  
**1821-1874**

**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**

Cave Johnson Coutts was born near Springfield, Tennessee, on November 11, 1821.

In 1838, he received an appointment to West Point and graduated in 1843. He served on the frontier and then at Los Angeles, San Luis Rey and San Diego from 1848 to 1851. He was over six feet tall and weighed 165 pounds, and was known as a man of good education, strict integrity, and gentlemanly manners.

On April 5, 1851, he married Ysidora Bandini of San Diego. They had ten children. In October 1851, he resigned from the army and was appointed colonel and aide-de-camp on the staff of Governor Bigler.

He was a member of the first Grand Jury in September 1850, and became county judge in 1854. In 1853, he moved to a tract known as the Guajome grant, a wedding gift to his wife from her brother-in-law, Abel Stearns. He became one of the wealthiest men in Southern California. Coutts purchased the San Marcos, Buena Vista, and La Jolla ranchos, and also government land, amounting to about 20,000 acres.

He died at the Horton House in San Diego on June 10, 1874. The Rancho remained in family hands until it was sold to San Diego County for a park in the 1970's.



**Elva Lagash Dawson**  
**1906-1997**  
**Elected to Vista Hall of Fame**  
**Regular Division 1998**

Elva Dawson was a native Californian who moved to Vista in 1964. She was a charter member of the Friends of the Vista Library, and the library's Elva Dawson Room was dedicated in her honor. She received a City of Vista Award in 1967, 1972, 1976 and 1978 for her volunteer work. Dawson was a founding member of Vista Beautiful; president of the Woman's Club of Vista and Vista Historical Society; a founder of the Vista Boys' Club Auxiliary; and a member of the Vista Parks and Recreation Commission, Guajome Regional Park Commission and Vista Garden Club



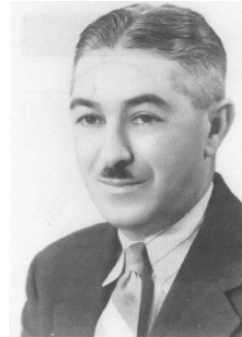
**Ida Dawson**

**Ida Kelly Dawson**  
**1901-1996**

**Elected to Vista Hall of Fame**  
**Regular Division 1989**

Ida Dawson was the daughter of pioneers Emma Kelly and Hamilton Squires. She attended San Diego State University and Stanford University. She taught school locally and in Seattle.

On March 23, 1931, she married Clarence Dawson. In 1946, they moved to Rancho Agua Hedionda Y Los Monos, where she owned some of the original land grant acreage. They raised cattle for several years. She gave over 130 acres in the Dawson Y Los Monos Canyon Reserve to the University of California system for research and teaching.



**Frank Bernard Delpy**  
**1896-1948**

**Elected to Vista Hall of Fame**  
**Early Residents Division 2009**

Frank Delpy was born January 26, 1896, at the Vista Delpy Ranch, the second son of Jules J. and Maria Delpy. He lived in Vista all of his life. He attended Vista schools and graduated from Oceanside High. There was no high school in Vista at the time. He married Elena Rose Itzaina (nee Helen Itzaina), daughter of Jean Baptiste and Maria Itzaina, on December 7, 1919. He had two children, Jacqueline and Frank Junior.

He was the first Vista Irrigation District Assessor, Tax Collector and Treasurer, an elected position that he held until his death at the office on June 8, 1948. A World War I veteran, he was a member of the B.P.O.E., Chamber of Commerce, and the American Legion.

During his tenure at the Vista Irrigation District, with his leadership and assistance the district was able to create, improve and assure the area water supply, thus enabling the agricultural industry to thrive in Vista.



**Jules and Maria Delpy**  
**Jules 1866-1959**  
**Maria 1877-1981**  
**Elected to Vista Hall of Fame**  
**Regular Division 1995**

The Delpy family first arrived in Vista in 1873. Bernard Delpy started a successful winery in the area later known as Delpy's Corners. His nephew, Jules Jacques Delpy, arrived from Southern France in 1879 to help work in the winery.

In 1894, Jules married Maria, also from Southern France, in Los Angeles. They arrived in Vista a few days later.

The Delpys had many "firsts" in Vista: the first car, the first phonograph and one of the earliest schools. Travelers often stayed at the Delpy home since no hotels existed in Vista at the time. Jules and Maria were successful farmers and were influential in the development of early Vista, including the formation of the Vista School District and the Vista Irrigation District.



**Hans Doe**  
**1903-1988**  
**Elected to Vista Hall of Fame**  
**Regular Division 2002**

Hans Doe was born in Norway. His family moved to Canada in 1910. He attended the University of California at Berkeley, studying engineering, and became a United States citizen in 1927.

Doe and his wife, Margaret, made their home in Milwaukee until 1946, when they visited Margaret's parents in Vista. They promptly moved to Vista and owned and operated an avocado and macadamia nut ranch.

He was elected to the Vista Irrigation District board of directors in 1951 and later to the board of the Bueno Colorado Water District. Known as "Mr. Water," he served on the most influential boards and committees in the California water industry, including the San Diego County Water Authority and the Metropolitan Water District of Southern California, from 1956-1988. He was the only person to serve two terms (four years) as president of the Association of California Water Agencies.

His many statewide accomplishments included appointment to two terms on the State Soil Conservation Commission under Governor Goodwin J. Knight, president of the Resource Conservation Districts Association and chairman of the Southern California Water Conference for ten years. As one of the organizers of the Agua Buena Soil Conservation District, Doe helped promote and build the flood control channel that protects Vista against periodic flooding.



**Harrison and Ruth Doyle**  
**Harrison 1888-1997**  
**Ruth 1898-1996**  
**Elected to Vista Hall of Fame**  
**Regular Division 1989**

Harrison and Ruth Doyle purchased property in Vista in 1940 and served the community in many ways for over 55 years. Harrison Doyle, a well known author, was the co-founder of the Vista Ranchos Historical Society, the mayor of Vista 1966-68, president of the board of governors of Palomar College, and charter director of the Agua Buena Soil Conservation District, which brought the flood control channel to Vista. Along with his wife Ruth, he wrote the "History of Vista" in 1983.



**Antonio "Tony" Duran**  
**1917-1982**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2011**

Tony Duran was born in Kansas and lived in Vista for 56 years. He operated the construction firm of Duran & Duran with his brother, Luz, who is also a Hall of Fame member. Tony was very active in civic affairs. He served on the Vista Unified School District Board of Trustees from 1961 to 1969 and was president for five years.

He was one of the founders and a member of the first board

of directors of the Vista Boys' Club, now the Vista Boys and Girls Club. He also served on the committee that was responsible for the construction of the club building. He built a day care center for developmentally disabled children (a Vista Rotary project).

Tony Duran was a member of Vista Rotary Club, with perfect attendance for 30 years, and was president from 1956-57. He received the Governor's Trophy for most outstanding club in the district. He was a member of the Vista Elks Lodge (20 years), and Honorary Life Member of the Vista Hispano Club. He was also a member of the General Apprenticeship Board of Palomar College from 1952-57, representing business management. In 1955, he received the National Red Cross award for Life Saving, signed by President Dwight D. Eisenhower. In 1959, Tony organized the North County Building Contractors' Association. In 1960, he received the "Citizen of the Year" award. He also was responsible for a school and addition to an orphanage in Mexico. He founded Vista High School Panther Boosters Club and the Palomar College Boosters Club. He was appointed to committees by both the Vista City Council and the Board of Supervisors.



**Luz Duran**  
**1915-2008**  
**Elected to Vista Hall of Fame**  
**Regular Division 1990**

Luz Duran came to Vista with his family in 1925. Luz and his brother, Tony, formed Duran & Duran and built many of Vista's major buildings, including the Elks Lodge, the Avo Theater, the Optimist Club, and many family homes.

Luz served his community in numerous ways. Among his affiliations were the Knights of Columbus and the Hispano Club, and he was a life member of both the Optimist Club and the Vista Historical Society.



**Robert Elsinger**  
**1896-1978**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2013**

Robert Elsinger was born to Sarah Fuiks and Sol Elsinger on June 6, 1896, in Minnesota. Shortly after his birth, the family moved to Fargo, North Dakota, and then his father moved to Azusa prior to the 1920's; and grew oranges.

Robert followed his family to California in the mid-1920's and became a farmer. He moved to North San Diego County in 1926, and while in Vista, he met and married Myrna Ryerson.

Robert Elsinger budded many avocado groves in Escondido, Fallbrook and Vista. He established one of the first packing plants in Escondido and bought, packed and shipped avocados and limes.

His business was located at 121 North Santa Fe Avenue, directly across from the original location of the Santa Fe Railroad depot. At one time he owned the old landmark, "Red Barn", on the corner of North Santa Fe Avenue and Jefferson Street. He also had a subsidiary packing shed on the railroad at Buena.

Robert was a veteran of World War I; one of the original members of the American Legion; a member of Vista Elks Lodge #1968; and a member of the Vista Optimist Club. On January 26, 1964, he received a Good Citizenship Medal from the San Diego Sons of the American Revolution for his "patriotism, community service and public spiritedness."

He had three children, Diane Eckert, Nanette Marvin, and Robert Elsinger.



**Barney and Donna Harvey Fields**  
**Elected to Vista Hall of Fame**  
**Regular Division 2002**

Barney and Donna Fields are lifelong Vista boosters. They were members of many service clubs and other organizations dedicated to the area's betterment.

They have run a successful business and raised their family here.



**Joseph H. Fotheringham**  
**1887-1970**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**

A land specialist and first mayor of Vista, Joseph H. Fotheringham was born February 22, 1887, in Glasgow, Scotland and came to the United States at age five.

During his 44 years in Vista, he held a variety of civic posts, including the Chamber of Commerce and U.S.O. boards. He was a charter director of the First National Bank of Vista; president of the Downtown Property Owners' Association; elected director of Tri-City

Hospital in 1957 and remained a member of that board until 1969.

He was a Vista city councilman and first mayor upon the city's incorporation in January 1963. He was also a member of Local Agency Formation Committee (LAFCO); president of the San Diego County Division of the League of California Cities; founding member of the Kiwanis Club; past patron, Star of Vista 556 Order Eastern Star; a 32nd Degree Mason; and a past president of the Board of Realtors. He resigned as mayor of Vista in September 1965 and was named president of Tri-City Hospital Board on February 26, 1966.

Fotheringham died in early July 1970.



**John A. Frazier**  
**1832-1899**

**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**

John Frazier was born in Rhode Island. He went to sea with his uncle at the age of thirteen.

In 1881, he and his wife and six children moved to Carlsbad, where he was one of those instrumental in founding what became the Carlsbad Spa. Sometime in 1882, he moved to Vista at least part-time. He lived on what is now Vista Village Drive, west of Santa Fe Avenue.

He applied for a post office in September 1882. At that time, the closest post offices were in Encinitas or by San Luis Rey Mission in a town named San Luis Rey. Creation of a post office at that time named the area, so he applied for Frazier's Crossing as the name for the community. That name was rejected as there already was a Frazier in California. The name Buena Vista was also rejected. Vista was the name finally permitted and Mr. Frazier became the first postmaster in October 1882. He held the post until November 1886.



**Charles C. Hausladen**  
**1895-1988**

**Elected to Vista Hall of Fame**  
**Regular Division 2010**

Charles Hausladen was born in Minnesota. He came to Fresno, California, as a young man and worked in the grape vineyards around Fresno and Delano. He, his wife Mildred and family came to Vista in 1927, where he first worked for Phillips-Hambaugh Company, one of Vista's early developers, who laid out some of our first streets. Phillips Street and Hambaugh Way are named for these two partners. Over the years, Charles Hausladen was known as the man who built many of Vista's streets

At the time the Hausladen family arrived here, there were about 350 people in Vista. There was a general store, a post office and a hardware store.

In the late 1920s, Hausladen bought a monoplane and used it and another leased plane to get around in his work. He managed the Chicago Tribune's large avocado planting on "Tribune Hill" near Pechstein Dam for several years. He helped form the Vista Volunteer Fire Department shortly after arriving here. He held the office of president of the Rotary Club in 1951; was a member of the Vista Unified School District Board of Trustees; became president of the board of directors of Buena Colorado Municipal Water District in January 1958; and in February 1958 was named superintendent of the Carlsbad Municipal Water District. An enthusiastic supporter of his community, he used his construction equipment to level and work the ground for the construction of the Vista Recreation Center in 1940. He also prepared the surfaces for track meets at the schools and for ball



games at the Recreation Center.

He was known throughout the area as a civic-minded and dependable citizen. He was called on to fill many varied positions, all of them serving to make our area a better place in which to live. .

Mr. and Mrs. Hausladen were Honorary Life Members of Vista Historical Society, Inc. They were the parents of four children.



**Nicholas "Nick" Huntalas**  
**1884-1980**  
**Bessie Huntalas**  
**1896-1992**

Nick Huntalas emigrated from the village of Kadilla, Greece, to the United States in 1902.

He traveled as far west as he could and ended up in Chico, a little village north of San Francisco. He remembered arriving very hungry and walking up to an orange packing house. He asked the workers for some oranges to eat, but they turned him away. Behind the building he found a pile of discarded fruit and gorged himself. He survived on oranges for a week. At this point, he was very grateful for his luck and mused that someday he would grow lots of oranges.

His first job was as a laborer for the Southern Pacific Railroad in Bakersfield. With the help of a friend named Frank Barkholder, Nick learned English and advanced at his job.

In 1911, a group of Nicholas's friends got together to form the Greek American Land Company. Huntalas became the vice president. They pooled what little money they had saved to invest in land. With this money, they went to a real estate broker from Los Angeles who drove them down to Vista, where they bought 420 acres of land. They leased the land to local ranchers, who used it to graze their cattle. Nick believed that Vista was the best place in California. So when one by one the other investors sold their portion of the acreage, he

bought most of it.

In 1916, Huntalas decided to get married. As was common for Greeks, he made plans to go back to Greece to find a bride. He had been writing to a cousin he had never met in Patterson, New Jersey.

She asked him, on his way to Greece, to stop by and visit her as well as meet a friend. When Nick met the friend, whose name was Bessie, they fell in love. In three days they were married and heading back to California.

Nicholas still worked for the railroad in Bakersfield, but after a year decided to quit and farm his land in Vista.

Living in Vista in 1917 meant a life of isolation and little if any modern comforts. Nicholas built a four-room house, which didn't include the luxury of electricity, plumbing or running water.

At the time, Nicholas was limited to dry-farming. He grew barley and oats when the weather was wet enough. But this crop was not very profitable. Back then, the weather was very dry. Dry-farming was the principal business, as the area's severe water shortage prohibited any extensive irrigation. By 1923, the water problem was acute.

Huntalas's water came from a deep well on his property, but he still needed additional water in order to be able to grow more profitable crops.

In 1923, Nicholas Huntalas was among the first signers of the Vista Irrigation District Water Plan for Vista. The water would come from the recently completed reservoir at Lake Henshaw about 40 miles away, owned by the San Diego Water Company.

The Vista Irrigation District was formed, and irrigation water became available in 1926.

For the Huntalas family, which now consisted of three children as well as Nick and Bessie, the availability of water made a great change in their livelihood.

With the increased supply of water, Nicholas Huntalas began to grow vegetables and plant trees. In about 1928, a new product came alive: the avocado.

Receptive to new ideas and challenges, he started his own nursery from seedlings. In 1933, Nicholas Huntalas had over 5,000 trees, including avocados, oranges, lemons and grapefruit, Nick assisted universities with the development of the tangelo and an avocado strain resistant to root rot.

While the country was in the Great Depression, the Huntalas' continued to thrive. They had a new home, Rancho Minerva, which was built in 1933. The adobe house, complete with full basement, was ready to move into in May, 1934. For the first time, the family enjoyed indoor plumbing, with hot and cold

running water, an electric stove and refrigerator and even a chandelier in the living room.

Nick Huntalas and his wife, Bessie, remained at the ranch until their deaths.

Later, the remaining land was taken for a school that opened in 2007. The historic home is now the Vista Historical Society Museum



**Michael Thomas "Mickey" Irving  
1901-1985  
Elected to Vista Hall of Fame  
Early Residents Division 2011**

Michael Irving was a member of one of Vista's pioneer families. His parents came to Vista in 1896. He was a well-liked man who participated actively in civic affairs.

Irving was a Vista school bus driver for the Vista Union School District during the 1920's. In 1930, he became a constable for the County Sheriff. As a constable, he was well known as a fair man who was good at his job. In 1936 his position was renamed to sheriff's deputy, and he had Badge Number 1. This badge is now in the San Diego County Sheriff's Department Museum.

Irving was married to Maria Etcheverry Itzaina, also a member of a historic Vista family.

He also served as a member of the Vista Chapter of the American Legion.



**Gloria E, McClellan  
1925-2002  
Elected to Vista Hall of Fame  
Regular Division 2004**

Gloria E, McClellan came to Vista as a Marine wife, and she and her husband retired here. During her career she owned a business downtown, but her first love was the City of Vista.

After a term on the Traffic Commission, she was elected to the City Council in 1972 and served as council member and then mayor until her death in 2002.

She was significant in the development of Shadowridge, the Business Park, the downtown redevelopment project, North County Square and many other city projects. She represented the city in many forums over the years.



**Beatrice (Bee) Meyer  
1911-2007  
Elected to Vista Hall of Fame  
Regular Division 1990  
Frank Meyer .  
1912-1979  
Elected to Vista Hall of Fame  
Early Residents Division 2009**

Frank and Bee Meyer came to Vista from Portland, Oregon, in the summer of 1964, upon his retirement. Frank had been a deputy U. S. Marshal for 23 years and was a past president of the U.S. Marshal's Association for the 9th Region.

In Vista, he became interested in civic matters. He helped organize Vista Drug Education Week and became a member of the drug abuse subcommittee of the Comprehensive Health Planning Association of San Diego and Imperial Counties. He was appointed to a five-man drug abuse advisory commission by the San Diego County Board of Supervisors and became vice chairman of the advisory committee in 1968.

He helped establish Lifeline in Vista and organized the Vista Coordinating Council, of which he was chairman from 1969 to 1971; was a patron of the Hispano Club; secretary and active member of the Elks Lodge No. 1968 of Vista; member of American Legion Post #365; and the Vista Masonic Lodge No. 687.

He was an Army veteran of World War II.

He was named Kiwanian of the Year of the 37th Division for 1970-71. He was named Citizen of the Year by the Vista Chamber of Commerce in 1970. In 1971, he was vice chairman of the Vista Citizens Committee on Youth Problems and was active in a campaign against drug abuse. In 1973-74 he was president of Vista Kiwanis; he was also a director of Vista Boys' Club and, just prior to his death in 1979, was installed as

president of their board. He had also been a member of the Area Council for Vista Boys' Clubs, a member of the Executive Board of the American Red Cross, Vista Division, honorary chairman of the Bicentennial Committee, and vice president of the North County Retired Police Officers Association.

Frank was elected to the Vista City Council in 1972 and was Mayor from 1973 to 1976. He was on the Mayor's Select Committee and was vice president of the California League of Cities, San Diego Division, director of the San Diego Office of Emergency Services, vice president of the Office of Economic Development Planning Committee, chairman of the Vista Sanitation District, and on the board of directors of the Comprehensive Planning Organization. He was instrumental in establishing the Senior Citizens Nutrition Center and brought assistance to it at a time when funds were completely depleted. Emergency contacts to County Supervisors brought funds to resume the service to the city.

Meyer organized a Santa Claus campaign and posed as St. Nicholas himself for several years, visiting the North County Association for the Retarded, schools and various organizations, including being Santa for Vista's Christmas Parade in 1976.

One of the first organizations Bee joined after arriving was the Women's Business and Professional Club. She served on the board of directors for many clubs, including the Vista Historical Society, the Boys and Country Friends. Bee was known countywide for her presence at the social functions she covered during her career as a society columnist (The Bee Line).

Frank and Bee were married for 44 years.



**Orbee Mellor Mihalek**  
1913-2006  
**Elected to Vista Hall of Fame**  
**Regular Division 1995**

Orbee Mihalek was one of Vista's most avid boosters. She was born in San Diego County and her family moved here in 1939. She helped charter the Soroptimist Club of Vista and ran the Tot Lot, a nursery and kindergarten school, and was a successful businesswoman. In 1964, she was the first

woman elected to Vista City Council and served on the council for the ensuing 12 years; she was mayor from 1970-72. She was named Volunteer of the Year in 1981 and Woman of Dedication in 2005 for her work as a member of the Salvation Army Board, and was a member of the Greater San Luis Rey Planning and Development Council, Woman's Club of Vista, Country Dames, Country Friends, Emblem Club and American Red Cross and was a past president of Vista Chamber of Commerce and the Tri-City Hospital Foundation Board



**Wells Miller**  
1896-1970

**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**

Colonel Wells Miller was born in Riverside, Illinois, and grew up there and in Evanston. In World War I, he served in the Marine Corps, leaving with the rank of first lieutenant.

He spent a year in South America mining for emeralds and then engaged in a variety of business activities in the Chicago area.

He was called into active duty a year before Pearl Harbor. From then until 1946, he served with the Marines and retired as a colonel. During the war, he served in the South Pacific.

In 1946, he completed his active duty at Camp Pendleton and with his wife Alice and son Read moved to ranch property in Vista. A second son, Calvin, was born in Vista.

After his retirement, Miller devoted his efforts to agricultural and civic activities. He was active in introducing the cultivation of macadamia nuts to California. In 1954, the California Macadamia Society was formed and he was its first president. He continued in office until his death on February 12, 1970. He served on the board of the Bueno Colorado Water District, Agua Buena Soil Conservation District, and Vista Fire Protection District. He was active in Rotary Club, Community Church of Vista, and the Boy Scout movement. He was also one of the organizers of the Boys' Club of Vista.



**Joe and Mary Mottino**  
**Joe 1915-1997**  
**Mary 1916-2010**  
**Elected to Vista Hall of Fame**  
**Regular Division 2012**

Joe Mottino was born in 1915 in Moorpark, California. His future wife, Mary Borra, was born in 1916 in Los Angeles, California. Both families relocated to North San Diego County, the Mottino family to Vista, the Borra family to Escondido. The Mottino were farmers and the Borrass opened the Borra Winery.

Joe and Mary married in 1941 and lived in Vista. They had one daughter, Felinda. In 1944, they purchased a large tract of land in what is today eastern Oceanside. There they ran a successful farming operation for many years. They also owned and operated the Borra Winery. Most of the land they farmed has since been developed as housing and commercial businesses.

The Mottino family is well-known for participation in many local organizations and for their many philanthropic endeavors. The Joe and Mary Mottino Family YMCA, built after Joe's death, is perhaps their largest donation. Joe died in 1997 and Mary in 2010.



**Charles H. Mull, Sr.**  
**1879-1945**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**

Charles H. Mull Sr. was an early-day Vista Irrigation District engineer-manager. He also was prominent in real estate development. He developed Mull Estates, which today covers most of Anza Avenue and surrounding streets. The old Mull home was razed in 1982 to make way for an extensive subdivision.

He was the first chairman of Vista Community Association in 1938 and was active in the building of the Vista Recreation Center on Recreation Drive.

He became Vista Irrigation District engineer in December 1936, succeeding Charles H. Bell, and later was engineer-manager. Mull died in February 1945.



**William Bruno Pechstein**  
**1866-1933**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**

William Bruno Pechstein and his wife Anna immigrated to this country from Germany, William about 1879 and Anna later. Pechstein went to Wisconsin and then, in the early 1880s, came to California where he met Anna; they were married near Anaheim. With their four children, the Pechsteins came to Vista from Los Angeles in 1910. All four children are native Californians. William

was active in community affairs, and with Jules Delpy and Nick Huntalas worked hard to organize the Vista Irrigation District. He was the first secretary-treasurer of the district and was on the board of directors until his death in November, 1933. Anna pre-deceased him in June 1933. Their four children, William Otto, Ernest, Anna and Helen, all lived in or near Vista most of their lives

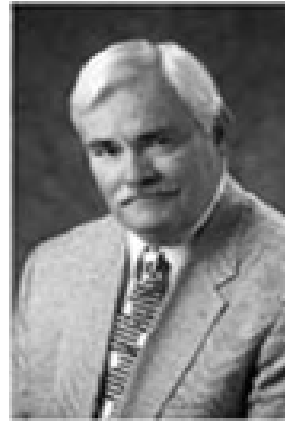


**Bob and Miriam Peirce Pope**  
**Bob 1914-2004**  
**Miriam 1912-1996**  
**Elected to Vista Hall of Fame**  
**Regular Division 2000**

The Popes moved to Vista in 1952. They owned Sports & Photo from 1954 to 1979. The Popes also owned a chin-chilla ranch in the 1950s. Bob Pope, a graduate of the University of Marquette Law School, taught in Vista, Fallbrook and Escondido high schools. He was president of North County Community Theatre, Vista Kiwanis, Boys' Club and the Vista 60-Plus Club. He was a board member and trustee of Vista Elks Lodge and board member of the Vista Historical Society.

Miriam Pope was born in Cleveland. She and Bob married in 1937. After moving to Vista, she helped found the Boys' Club of Vista, now Boys and Girls Club.

Mrs. Pope was active in the Vista Woman's Club, the Parent Teachers Association and the Women's Auxiliary of the Vista Chamber of Commerce, and was chairwoman of the Vista Parks and Recreation Commission.



**James Porter**  
**1944-2011**  
**Elected to Vista Hall of Fame**  
**Regular Division 2004**

James Porter was born in San Diego but spent most of his formative years in the Los Angeles area. He graduated from Whittier High School in 1962 and joined the Air Force. He later earned a degree in parks and recreation from Long Beach State College.

Prior to coming to Vista, he worked for the cities of Santa Fe Springs, Montebello, Imperial Beach, Pico Rivera and Alhambra. As director of the Vista Parks & Community Services Department, he was instrumental in the creation of Moonlight Amphitheatre musicals and the Wave Water Park. He retired in 2004. He was a recipient of the California Recreation Society's Fellowship Hall of Fame award.



**Beulah Moss Post**  
**1894-1991**  
**Elected to Vista Hall of Fame**  
**Regular Division 1991**

Beulah Post came to Vista with her husband, Oscar Hartley, in 1932. She worked as a cook for the Vista School District and fledgling Palomar College until her retirement in 1965. She was active in both political and business organizations and a charter member of the Woman's Auxiliary of the Vista

Carpenters Hall, which was formed in 1937. She was said to be Vista's "Downtown Cheerleader" and biggest supporter.



**Tom J. Ramoss**  
**1905-1982**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2013**

Tom Ramoss was a fifth generation Californian, born in San Juan Capistrano in 1905.

He was baptized in the Old Mission Church and later served there as an altar boy.

In 1922, at age 17, Tom went to work as a wrangler on the 100,000-acre-plus Santa Margarita ranch. His job included handling a remuda of 300 horses, readying them for the dozens of vaqueros employed there at the time who generally had 50,000 cattle and thousands of horses to work.

Tom toughed the wrangling job out for some three months before he was promoted to vaquero. In time, because of his having steeped himself in the Spanish tradition of handling horses, combined with a gentleness and singleness of purpose, he was to become one of the best and most respected reinsmen in the business. When the Federal Government acquired the Santa Margarita ranch in 1942 for the Marine Corps and turned it into Camp Pendleton, Tom stayed on, taking over the riding stables, the horse-shoeing, blacksmithing, etc.

It was there he met his future wife, Patricia Kay, a lady Marine from Boston, Massachusetts. Pat knew horses and was a horsewoman herself. In addition, she was a great admirer of the era in California history which Tom and his Spanish ancestors exemplified, so they had much in common.

In 1947, after their marriage, they moved to Vista.

Tom, who had shod his first horse at 14, established a horse ranch, specializing in champion-class Arabians, in which he was successful. He also put in a blacksmith and horseshoeing shop.

He was a great horse trainer who used an inherent gentleness and patience with the animals. He often spent a year or more on horses he was training, first accustoming them to control with a simple hackamore to guide them, sometimes for months, before a bit was put in their mouths. The Spanish bit, Tom said, should only be entrusted to special hands and placed in the mouths of special horses. The "finished" horse was expected to cut cattle as well as execute necessary movements and specifications. Remarkably, Tom was able to teach his art to others, and the horse world is much richer for this shared talent.

Tom rode in the first "Western" motion picture to receive an Oscar: "In Old Arizona," starring Mary Astor and Warner Baxter.

He rode in the Tournament of Roses Parade in Pasadena and in the 1932 Olympics.

An expert calf roper, he won the California State Championship in the early 1930's.

Tom Ramoss was a skilled horseman, riding in the Californio style. Upon moving to Vista Tom and his wife became life members of The Vista Palomar Riders Club. He was an integral part of The Vista Palomar Riders until his death, serving two times as president of the group and multiple terms as a board member, and multiple times as committee member and "Trail Boss" for the club's five-day, 100-mile ride from Vista to Palomar Mountain and back.

He was not only an outstanding horseman but a generous individual who donated time as a judge for the Vista Palomar Junior riders, local 4H and other area junior horse groups. Horse people in the Vista area often called on Tom for advice when they were having trouble with their horses or for actual help with the animals including getting horses in the trailer.

He was also a Life Member of Caballeros del Camino Real, and an Honorary member of the Desert Arabian Horse Association.

He had a "flour sack full of ribbons and awards."

Tom Ramoss was an artist on horseback-a California Reinsman. He died August 10, 1982. His coffin was carried on a wagon drawn by two Clydesdale horses and driven by long-time friend Frank Lopez and accompanied by a large procession of friends.

He was interred with his boots, spurs, bits and some of the iron and steel tangibles of his profession. but he left a priceless bit of golden California history for posterity.



**Melvin Z. "M.Z." Remsburg  
and Everett M. Remsburg  
Melvin 1876-1950  
Everett 1900-1972**

**Elected to Vista Hall of Fame  
Early Residents Division 2007**

Melvin Z Remsburg was born in Montezuma, Iowa.

The Remsburg family came to California from Iowa when Melvin was 15. Beginning in 1892, he held positions at several newspapers, including ownership interests. In 1926, he founded The Vista Press and remained there as editor and publisher the rest of his life. The first issues of The Vista Press were printed in San Diego while a 16x32-foot building was constructed in Vista. This work was done by Mr. Remsburg himself with the aid of a carpenter.

M.Z. Remsburg was a member of the Methodist Church for a time; later of the Presbyterian Church. He was a member of the F&AM. He served three terms as president of the Vista Chamber of Commerce. He was president of the San Diego Unit of California Newspaper Publishers Association. In 1932, he was elected vice president of the San Diego County Development Federation. He was a well-known salon photographer, exhibiting many prints in the San Diego Museum of Fine Art. He held memberships and honorary memberships in numerous lodges, clubs and asso-

ciations.

Everett M. Remsburg, son of Melvin, was a newspaper man for over 60 years, learning the business from his father. Everett served Vista in many capacities. He was the first chief of the Volunteer Fire Department; Chamber of Commerce president for nine years; and helped form the Boys' Club. He was a member of Sigma Delta Chi, Scottish Rite Masons, a Shriner, member Elks Lodge, and also a De Molay "Dad." He was an honorary member of Vista Kiwanis Club, member of Lions Club, Optimist Club, Exchange Club, High 12, Jaycees, 60-Plus Club, PTA and others. He was a charter member of the Vista Historical Society, Inc. Everett became publisher of The Vista Press in 1950 on the death of his father. He held rank as captain in the California State Guard, and at one time was Commander of the National Reserve Company of Vista. He served six terms as president of the San Diego County Unit of the California Newspaper Publishers Association, and one term as secretary. Everett died on February 28, 1972, at age 71.



**Meta Hansen Royer  
1909-1996  
Elected to Vista Hall of Fame  
Regular Division 1990**

Meta Royer arrived in Vista in 1937 and worked with her husband in the real estate business in the Vista area, with five offices. They also organized the first trash and garbage pickup contract with Vista Sanitation District. She was secretary of the Chamber of Commerce for 10 years and remembered that the Vista Irrigation District and Chamber were the only governing bodies when she arrived in Vista. The Episcopal Church met in their basement until the church was built.

She recalled the days when Leo Carrillo, a friend of the Royers, would stroll through the town with his silver-studded gauchos and guns in his holsters.

Church of Vista and the Vista Historical Society.



**Emily Dippel Sexsmith**

**1911-2006**

**Elected to Vista Hall of Fame**

**Regular Division 1992**

**George Frederick Sexsmith**

**1908-1991**

**Elected to Vista Hall of Fame**

**Early Residents Division 2011**

George Sexsmith was born in Sault Ste. Marie, Canada, and came to California in 1912. Before coming to Vista in 1929, he and his father Charles operated a market in Cardiff.

The same year that he and his father opened their market in Vista, George met his future wife, Emily Dippel. They married in 1932.

Sexsmith's Market, which was located at 538 South Santa Fe Ave. in the Granada Building, successfully operated from 1929-1958. It was the first market in Vista to sell frozen foods and canned baby foods, and to operate on the self-service principle.

George was a charter member, first secretary and fourth president of Vista Rotary Club and a Paul Harris Fellow of Rotary. He was a member of the Vista Volunteer Fire Department and, along with his wife, worked in Civil Defense during World War II as an aircraft observer. He was a director and vice president of the Vista Chamber of Commerce and one of the first three members initiated into Vista Masonic Lodge #687 on May 7, 1945.

Throughout his life, George was known for both his photography and his poetry.

Emily was actively involved in many civic groups, including PEO and the Woman's Club of Vista. She worked as a volunteer for the American Red Cross, the Heart and Cancer Associations and American Field Service. She was active in bringing music and art to Vista through such organizations as Hidden Valley Community Concerts.

As supporters of the American Field Service and visiting International Students Association sponsored by the Vista Rotary Club, and other foreign exchange student projects, George and Emily sponsored many international students. They were members of the Community



**Alan Shada**

**Elected to Vista Hall of Fame**

**Regular Division 2000**

For over 40 years, Alan Shada has participated in many organizations and has had a major impact in guiding the direction of the community.

He has been president and director of the Vista Chamber of Commerce, the Vista Board of Realtors, Girls Inc., the Vista Historical Society and Vista Optimist Club.



**Milo Shadle**

**1923-2001**

**Elected to Vista Hall of Fame**

**Regular Division 1992**

Milo Shadle moved to Vista in 1963 and practiced law here until his retirement in 1977.

He then went into real estate development. He was a past president of the Vista Chamber of Commerce, former chairperson of Santa Margarita YMCA, and former director of Palomar Family Service Association. He was listed in Who's Who in the West and Who's Who in American Law.





**John Slivkoff**  
1891-1984

**Elected to Vista  
Hall of Fame**

**Early Residents Division 2013**

The Slivkoff family was loved and admired by the Vista community for almost seven decades. A Russian immigrant, John arrived in the United States in 1911 with his parents, four brothers and two sisters.

In 1917, he came to Vista with his new wife, Mary, and farmed on land leased from early settler, Jules Jacques Delpy. Along with his own farming endeavors, he helped the Delpys with the experimental growing of avocado trees, a unique and profitable crop that would later make Vista the Avocado Capital of the World.

Mary came to America with her family separately, but when they met they found they had live in Russian towns only a few miles apart. They were married on December 24, 1915, a union that thrived for almost 70 years.

The Slivkoffs had four children, John Jr., James, Sarah, and George, a bomber pilot who was killed during World War II when his plane was shot down over Germany.

Over the years, the Slivkoff family supported, and often participated in, countless worthwhile endeavors in their chosen community.

John worked hard all his life, and enjoyed putting in a full day until late into his 80's. At one point in the early years, he supplemented his farming income by buying a baler and charging \$2.00 a ton as he baled hay throughout North San Diego County.

He said that he was proud of having

been able to support his family over all the years, "in good times and bad."

By 1926, he was able to buy his own six and one-half acre ranch at the top of San Clemente Avenue. He built his home and barn himself, and he and Mary lived there for the rest of their lives, greatly enjoying the large family gatherings of their children, grandchildren and great-grandchildren.

John raised mainly avocados, limes and vegetables. He also was a noted beekeeper for many years, with as many as 60 hives at one time.

Various publications featured photos of the red-flowered trumpet vine that grew completely over the barn and additional out-building on the property. The vine had been planted by their son, George, in 1932, and was a happy reminder of him after his death in World War II.

John Slivkoff was noted for his sense of humor and good disposition. He had a long, flowing beard for almost a half-century, and said that he won "every beard contest" over the years.

He often came to The Vista Press to visit Publisher Everett Remsburg, until Everett's death in early 1972. The two had been fast friends from the arrival in Vista of Everett and his father, M.Z., in 1926, when they started Vista's first newspaper.

John helped unload and set up the typesetting and printing equipment for the fledgling newspaper, and although he struggled financially in those early years, he refused any pay. M.Z. gave him the only lifetime subscription to The Vista Press in its long history, and John made good use of the gift. He lived until 1984, when he passed away at age 93.

As he retired, John Slivkoff passed along his remaining beehives, with a special blessing, to his grandson, Rex Christensen. With his wife, Pat, Rex has property off Buena Creek Road in Vista and is one of the few remaining beekeepers in North County.



**William Duncan Taylor**  
**1912-2013**  
**Elected to Vista Hall of Fame**  
**Regular Division 2012**

William “Bill” Taylor was born June 23, 1912, in Redondo Beach, California, and went to school there.

He earned a Bachelor of Science degree in forestry from the University of Idaho.

While at Idaho U he spent three summers working for the U. S. Forest Service. In his last year, he took an 8-hour assembled civil service exam entitled Junior Range Examiner, which led to his career.

Bill spent his working life in various jobs for the Federal Government.

In 1939, he married Mildred Anderson. They are the parents of two children.

In mid-1941, he was assigned as work unit leader to a newly formed Soil Conservation District in San Diego County. His job eventually led, in November, 1948, to a 27-year career in Natural Resource management at Marine Barracks, Camp Pendleton.

His initial title was Ranch Manager. The position was fraught with adventure and innovation. The Marine Corps had no rules or precedents governing his duties, and he had to make them up himself.

In 1971, he became the first civilian Director of Natural Resources, following seven colonels who had held the job. There were numerous memorable highlights which made the career an adventure, such as: In the 1960's he was the Commanding General's representative as landlord during construction of the San Onofre Nuclear Generating Station and the 1-5 Freeway through the base, and he received accolades from both agencies for his assistance.

In 1973, he placed a dozen American bison in the Vallecitos, a high meadow area of the base. These were surplus from the San Diego Zoo that no other zoo wanted.

Bill retired from the base on January 15, 1976, but

remained active. In 1977, he became a member of the board of directors of the Bueno Colorado Water District, parent of the Vista Irrigation District.

He was elected to the Vista Irrigation District board in 1979, and served there until 1993. Also, he was on the board of the San Diego County Water Authority for six years, ending in 1993. He is a longtime member of the Vista Rotary Club.



**Russell and Marge Langley Thibodo**  
**Russell 1922-2001**  
**Elected to Vista Hall of Fame**  
**Regular Division 1998**

Russell Thibodo's family moved to Vista in 1942, when his father bought the Thibodo Ranch in what became Shadowridge.

In later years, Russell sold most of the land for residential developments and an industrial park. The couple donated acreage and a Spanish-style homestead to the City for what is now tranquil, tree-shaded Thibodo Park.

Russell served on the Tri City Hospital board of directors for 10 years. The couple have been financial supporters of the YMCA, the 4-H Club, Vista Little League and the Boys Club of Vista.

Marge is a founding member of the Vista Foundation, which supports Moonlight Amphitheatre.



**Lloyd Tracy**  
**1921-2008**

**Elected to Vista Hall of Fame  
Regular Division 1991**

Lloyd Tracy and his wife, Rosalie, came to Vista from Anaheim in 1963 with their children, Barbara and David.

He owned Vista Insurance Agency for many years and was active in civic and church affairs. He also served on the board of directors of the Vista Historical Society and was elected "Man of the Year" by the Vista Chamber of Commerce in 1977.

Tracy served during World War II with the 135<sup>th</sup> Infantry, 34<sup>th</sup> Division, in Italy, Ireland and North Africa. He earned a BBA degree from the School of Business Administration of the University of Minnesota and entered the insurance business in 1951.

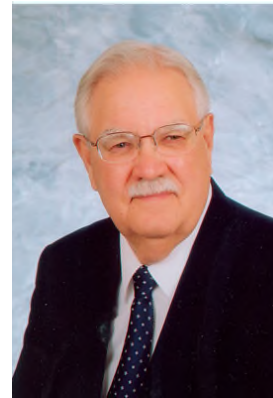
A seven-year member of the City of Vista Planning Commission, Tracy was appointed to the City Council in 1973, elected in 1976, and served as mayor from 1976 to 1978. He was later again appointed to the City Council in 1986 to fill a vacancy. He was a charter member and elder of Grace Presbyterian Church; a founding director and later chairman of the North San Diego County Transit Advisory Committee; a member and 1982 president of Community Development Associates; and a director of the Vista Foundation.



**Morris Vance**  
**Elected to Vista Hall of Fame  
Regular Division 2008**

Morris Vance came to Vista in 1980 to fill the job of City Manager, a position he held for 17 years until his retirement. He was elected mayor in 2002.

During his tenure, Vance oversaw one of Vista's most explosive periods of growth. Included were the development of the Shadowridge Community and surrounding commercial and residential areas, the Industrial Parks in north and south Vista, North County Square, the remodeling of the city-owned sewer treatment plant area into the Costco facility, and much of the Downtown Redevelopment Project. Vance also has been a volunteer in civic and religious organizations.



**Richard E. Vought**  
**Elected to Vista Hall of Fame  
Regular Division 2006**

Richard E. Vought, a management consultant, is a volunteer and civic activist with many organizations, including Vista Chamber of Commerce, Vista Boys and Girls Club, Vista Unified School District, Santa Margarita YMCA, Community Development Associates, Encina Water Pollution Control Facility and North County Recreational Center for the Handicapped.

Vought is known as an organizer for events for the Chamber of Commerce, Boys and Girls Club, and others. He also served on the board of directors of many groups. A graduate of Denver University, he is a native of Elyria, Ohio. He moved to Vista about 1970.



**Harry and Cora Walker**  
**Harry 1888-1984**  
**Cora 1890-1984**

**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**

Harry and Cora Walker arrived in Vista in 1926.

They loved the area and the people and helped to develop the town. They helped to establish the first church, The Community Church of Vista. Harry, known as "Hi," actually built the first church building and parsonage. He and Cora were active in the leadership of the church. They were both active in the total community.

He was a member of the Chamber of Commerce. He was chairman of the United Way for many years and was Community Chest chairman for two years. He was a member of the Vista Elementary School Board for five years. He and Cora worked feverishly for the Vista Unified School District by going door to door in Vista and Ocean-side to gain approval through a special election. In the early 1940's, Hi was a foreman for building structures at Camp Pendleton.

After the war, he and his first son, Roger, formed the Walker and Walker Construction Company and built the first residential subdivision in Vista. This they did in memory of son, Donald, who was killed during World War II. In 1937, Harry joined the Vista Rotary Club and served in every office except secretary. After being president of the Vista Club, he became District Governor of Rotary Clubs in San Diego, Riverside, and Imperial Counties.

On July 7, 1976, Vista mayor Lloyd Tracy declared "Hi and Cora Walker Day," celebrating their 50 years in Vista and their 66th wedding anniversary.

They died of natural causes on the same day, January 29, 1984.



**Walter J. Weil and**  
**Anastasia Gardiner Weil**  
**Walter 1905-1977**  
**Elected to Vista Hall of Fame**  
**Early Residents Division 2007**  
**Anastasia 1911-2006**  
**Elected to Vista Hall of Fame**  
**Regular Division 1995**

Walter J. Weil, noted eye physician-surgeon, was born in Prague, Czechoslovakia. Mrs. Weil, nee Anastasia Gardiner, was born in Scotland.

Dr. Weil and Anastasia Gardiner were married in London in 1940.

He opened his eye clinic in Toluca Lake, California, where he practiced for over thirty years. He was on the staff of St. Joseph's Hospital in Burbank and was the first eye surgeon in the San Fernando Valley.

The Weils purchased Rancho Buena Vista from Frederick Reid in 1957. They built a medical center on the property, on Escondido Avenue adjacent to Wildwood Park. The Weils lived at Rancho Buena Vista until 1973, when it was sold for \$100,000.

Dr. Weil, in addition to being proficient in several languages, was a talented musician, playing the piano, violin and guitar. He was a co-founder of Vista Historical Society, and both he and Mrs. Weil were charter directors of the organization.

Anastasia was a dedicated member of the Tri-City Medical Center Foundation. She offered artifacts to Mission San Luis Rey and was also a generous donor to Scripps Memorial Hospital.



**Oliver Kenneth "Bub" Williamson  
1907-1985**

**Elected to Vista Hall of Fame  
Regular Division 2006**

O. K. "Bub" Williamson was one of the original math teachers and athletic coaches at Vista High School. He taught and coached at Vista High, Fallbrook High, and Palomar College for many years.

He was one of the leaders in the construction of Vista Community Center in 1940. He also was involved in the Boys' Club and several other civic and volunteer organizations.

Williamson was born in Pawnee Rock, Kansas, and raised in Bakersfield, California. He joined the Vista school system in 1932 and was a teacher at Vista High School when it opened for its first year in 1937-1938.

## VISTA HISTORICAL SOCIETY

The Vista Historical Society is a non-profit California corporation which is concerned with the discovery, recording, collecting and preservation of historical facts, properties and other materials

regarding the history of the Southwestern U.S., particularly the settlement and development of this region of San Diego County. The Society also focuses on preserving and perpetuating for public benefit artifacts, historical objects, and documents for all to see.

Membership in the Vista Historical Society is open to all. Further information can be obtained by calling us.

The Vista Historical Museum is owned and operated by the Society. The

museum is located at The Rancho Minerva, a historic dwelling built in 1934.

For more information, contact us by phone or e-mail or at our web site.

Mailing Address: P.O. Box 1032

Vista, CA 92085-1032

Museum Address 2317 Old Foothill Drive

Vista, CA 92084

Phone 760-630-0444 Fax 760-295-9993

E Mail: [vistahistorical@gmail.com](mailto:vistahistorical@gmail.com)

Web Site: [www.vistahistoricalsociety.com](http://www.vistahistoricalsociety.com)

## VISTA HALL OF FAME

**A Summary of Vista's History**

The history of Vista begins with the dinosaurs. In ancient times, Vista was an inland sea with prehistoric fish. The evidence of this sea was found when the freeway and the business park were developed.

Historically, the Vista area was settled by a series of Indian groups over a period of several hundred years. Several archeological sites still exist, including a pictograph known as the "Indian Rock." Also in the 1500's, Spanish explorers passed through future Vista.

The area changed completely in 1798 with the founding of the San Luis Rey Mission. The local Native Americans were forced to live and work at and for the Mission. What is now Vista was used mostly for grazing land. The age of the Missions lasted until the independence of Mexico from Spain, the secularization of the Missions and the subsequent granting of land ownership by the Mexican Government to a variety of residents, starting about 1835. This became the time of the "Ranchos."

Vista had three ranchos granted in this way. The Rancho Buena Vista, located in what is now the center of town, came into existence in 1845 and had several owners over the years. The main house is now owned by the City of Vista as a park.

Rancho Guajome, located north of town on North Santa Fe Ave., was also created in 1845. Abel Stearns, who bought the land, gave the rancho as a wedding gift to his sister-in-law, Ysidora Bandini, when she married Cave Coutts in 1851. This was probably the most successful of the Vista ranchos. The Coutts family at one time owned several surrounding ranchos. The size of the holding increased from about 2200 acres to over 20,000 acres. The same family owned the rancho until the County acquired it in 1973. Today the house and surrounding area constitute a county park, the Antique Gas and Steam Engine Museum, and The Guajome Academy.

The third rancho is Agua Hedionda Y los Monos. This 2600-acre ranch, located in Shadowridge and adjacent Carlsbad, was originally part of the 13,000-acre Marron Rancho dating from 1842. Most of the rancho is now developed. The University of California owns a portion as a preserve. The home is still in the ownership of the Kelly family, who inherited the land in 1870.

The ranchos faded due to changing political condi-

tions and a drought in the 1860's. Smaller agricultural holdings were created, most of which failed due to the scarcity of water in the Vista area.

The first very successful agricultural enterprise was the Buena Vista Winery, founded by the Delpy family in 1879 at the corner of Foothill Drive and East Vista Way. The winery lasted until 1920, when it was a victim of Prohibition. The land was then used for avocados, citrus and other crops. The lack of water slowed area development. The winery and what became downtown had access to adequate well water, but most of the area had none.

John Frazier founded the Vista Post Office on Oct. 9, 1882, which gave Vista its name. He had hoped to name the area after himself as Frazier's Crossing, but that name already existed in California.

December 31, 1887, brought the railroad between Oceanside and Escondido, allowing crops to be brought to the coast for shipping.

The next major event was the subdivision of downtown into town lots and the opening of two buildings, the Vista Inn at the corner of what is today Santa Fe Ave. and Main Street; and the train depot across the road that replaced the freight platform. These actions in 1913 set the location of downtown permanently and began a major development of the area.

Shortly thereafter, in 1917, the Vista Union School District combined the three elementary districts with one-room schools, the Vista, Buena, and Delpy Districts. The new district started with one elementary school, the Jefferson School, on what is now Vista Village Drive. The school was joined in 1930 by the Lincoln Elementary School, now the site of City Hall. Before 1938, all high school students went to Oceanside High. The first class of the first Vista High (across Escondido Ave. from City Hall) graduated in 1938.

Growth of the area required a better water supply than that provided by the wells of the Vista Water Company in the 'teens and early 1920's. In response, the Vista Irrigation District and necessary funding was created by vote of the people in 1923. After three busy years of construction, the new water supply from Lake Henshaw was turned on in a huge ceremony in 1926.

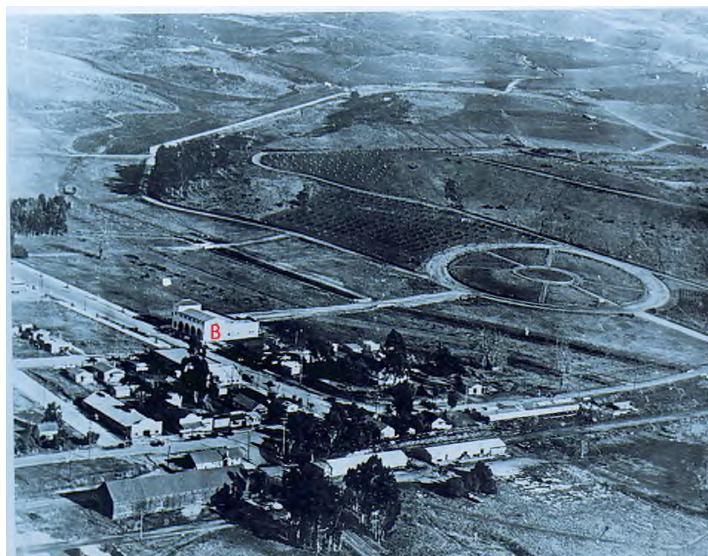
A good supply of water made all subsequent development possible. Irrigated agricultural land sprang up all around the central town. New buildings in downtown sprang up almost overnight. As the areas around downtown were subdivided into agricultural and residential lots to accommodate a growing population, there were

VISTA HALL OF FAME

about 400 residents in 1926, about 19,000 when the city incorporated in 1963, and over 95,000 today.

Development continued from 1926 to about 1931, when the effects of the Depression were felt. Growth resumed about 1936, increased until World War II, and continued after the war.

Agricultural production peaked in the early 1960's, about the time the City incorporated on January 28, 1963. In the '60s , the City became a bedroom community. This began to change in the 1970s and 1980s and continues to today with the development of the Moonlight theatres, Rancho Buena Vista, Rancho Guajome, Shadowridge, the Business Park, the new Vista Village, and other retail and cultural centers.



**DOWNTOWN VISTA 1928**

This is an aerial view of downtown Vista taken in late 1928 when the development of central Vista was under way. The building with the red **B** is known as the bank building. This building opened in September 1928. It is located at the southwest corner of Main Street and South Indiana Ave. It remains to this day. The circle configuration at the right side of the picture is today's location of the New Community Church. The roads running through the hills next to the church are Oceanview Dr. to the south (right) of the church and Eucalyptus Avenue to the north (left). The main road running from left to right through the picture is South Santa Fe Ave. This was one of the main routes from Los Angeles to San Diego at the time. The road running to the east, now called Main Street, was a main east-west road called San Diego Blvd., the Inland Highway or Route 395.



**FEBRUARY 27, 1926 VID DEDICATION**

This is the ceremony for turning on the water that will make Vista into the avocado capital of the world. Historically, there was not sufficient water for other than dry-farming in most of the Vista area. This changed with the creation of the Vista Irrigation District in 1923. This occasion marked the completion of almost 3 years of infrastructure construction. The red **B** shows the site of the future bank building.



From 1934 to 1949, the Calavo Packing House was located about where the Krikorian theater is now. This was a large Avocado packing house built to process the fruit grown in Vista. During this time Vista was considered the Avocado Capital of the world. The building burned down in 1949.

## Rose Parade

With the introduction of reliable water to Vista in 1926, agricultural production boomed. Vista's production of avocados became so famous in the mid 1920's, that Rose Parade officials requested Vista's participation in the parade. Vista entered floats twice, in 1928 and 1932, winning awards both times.

The Chamber of Commerce and the Horticultural Society sponsored the 1928 float. Calavo, a avocado packing association, and the Chamber of Commerce sponsored the 1932 entry. This float had Miss Calavo, Marjorie Harmon, riding on it.



1928 Rose Parade Float



1932 Rose Parade Float





Vista Historical Museum  
2317 Old Foothill Drive

Vista, California  
Mailing Address:  
P.O. Box 1032  
Vista, Ca 92085

Phone: 760-630-0444  
Fax: 760-295-9993

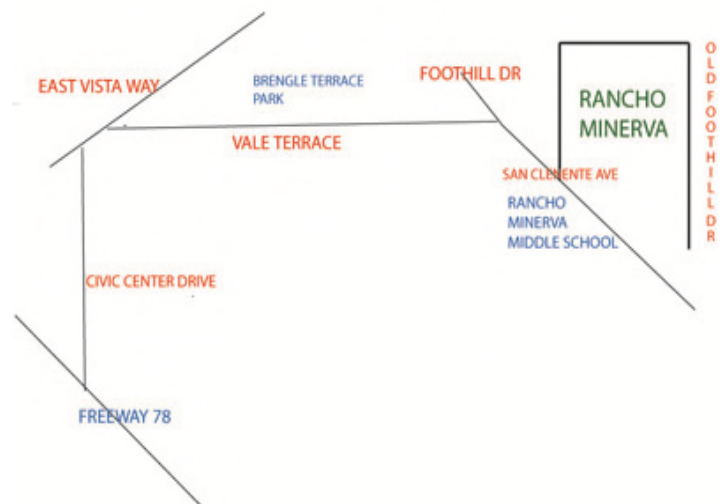
E-mail: [vistahistorical@gmail.com](mailto:vistahistorical@gmail.com)

Website: <http://www.vistahistoricalsociety.com>

### MUSEUM HOURS AND AVAILABLE PROGRAMS

The hours of the Museum at Rancho Minerva are 10:00 a.m. to 2:30 p.m. Wednesday through Friday and the first and second Saturday of the month. Special tours can be arranged for other times. Also, programs are available for presentation on request for schools, clubs and other organizations. In addition, other presentations can be customized to fit your needs. For more information, call 760-630-0444.

MAP TO THE VISTA HISTORICAL SOCIETY MUSEUM AT RANCHO MINERVA





**Agenda Item: 9**

**STAFF REPORT**

**Board Meeting Date: January 22, 2014**  
**Prepared By: Roy Coox**

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: 10.A**

**Board Meeting Date: January 22, 2014**  
**Prepared By: Lisa Soto**  
**Approved By: Roy Coox**

**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: 10.B**

**Board Meeting Date: January 22, 2014**  
**Prepared By: Marian Schmidt**  
**Approved By: Roy Coox**

**SUBJECT:** SCHEDULE OF UPCOMING MEETINGS AND EVENTS AND DIRECTORS ATTENDING

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

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>1</b>	<b>AB 1234 Ethics Compliance Training (CSDA)</b> <i>Free through Feb. 28, 2014 on a computer of your choice.</i> <i>Contact Marian Schmidt for log-on instructions.</i>	
<b>2 *</b>	<b>Council of Water Utilities Meeting</b> <i>Tues., Jan. 21 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 1/17/14</i>	Dorey (R) Miller (R) Vásquez (R)
<b>3 *</b>	<b>North County Water Group Meeting</b> <i>Wed., Jan. 22, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
<b>4</b>	<b>Finding Balance-Special District Reserve Guidelines Webinar (CSDA)</b> <i>Wed., Jan. 22, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 1/16/14</i>	
<b>5</b>	<b>How to be an Effective Board Member (CSDA)</b> <i>Thurs., Jan. 23, 2014, 8:30 a.m. – 4:00 p.m. – MWD Orange County, Fountain Valley</i> <i>Registration deadline: 1/20/14</i>	
<b>6</b>	<b>Vista State of the Community Luncheon (Vista Chamber of Commerce)</b> <i>Mon., Jan. 27, 2014, 11:30 a.m. – 1:30 p.m. – Vista Civic Center</i>	Franklin (R) MacKenzie (R)
<b>7</b>	<b>Rules of Order Made Easy Webinar (CSDA)</b> <i>Wed., Jan. 29, 2014, 10:00 a.m. – 11:30 a.m.</i> <i>Registration deadline: 1/24/14</i>	
<b>8</b>	<b>How to be an Effective Board Member (CSDA)</b> <i>Thurs., Jan. 30, 2014, 8:30 a.m.–4:00 p.m.</i> <i>CA District Attorneys Assoc., Sacramento</i> <i>Registration deadline: 1/27/14</i>	
<b>9</b>	<b>Must Have Communication Protocols-Board &amp; Staff Webinar (CSDA)</b> <i>Tues., Feb. 4, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 1/30/14</i>	
<b>10</b>	<b>Groundwater Resources Association Annual Conference</b> <i>Tues., Feb. 4-5, 2014 - Concord</i> <i>Registration deadline: TBD</i>	
<b>11</b>	<b>Board’s Role in Human Resources (CSDA)</b> <i>Thurs., Feb. 6, 2014, 8:30 a.m. – 4:00 p.m. – CPS HR Training Center, Sacramento</i> <i>Registration deadline: 2/3/14</i>	
<b>12</b>	<b>Board’s Role in Finance &amp; Fiscal Accountability (CSDA)</b> <i>Fri., Feb. 7, 2014, 8:30 a.m. – 4:00 p.m. – CPS HR Training Center, Sacramento</i> <i>Registration deadline: 2/4/14</i>	
<b>13 *</b>	<b>Vista Chamber of Commerce Sundowner</b> <i>Wed., Feb. 12, 2014, 5:00 p.m. – 7:00 p.m. – Allen Brothers Mortuary</i>	

14	<b>The Essential Guide to the Brown Act Webinar (CSDA)</b> <i>Tues., Feb. 13, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 2/8/14</i>	
15 *	<b>Council of Water Utilities Meeting</b> <i>Tues., Feb. 18, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 2/14/14</i>	Dorey Vásquez
16	<b>Understanding Board Member and District Liability Issues Webinar (CSDA)</b> <i>Wed., Feb. 19, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 2/14/14</i>	
17	<b>Spring Water Conference (Urban Water Institute)</b> <i>Wed., Feb. 19-21, 2014 – Hilton Palm Springs Hotel</i> <i>Registration deadline: 2/12/14</i>	
18	<b>State Water Project/Bay Delta Tour (SDCWA &amp; MWD)</b> <i>Sat., Feb. 22-23, 2014 – Meets at SDCWA</i> <i>Registration deadline: Registration not open.</i>	
19 *	<b>North County Water Group Meeting</b> <i>Wed., Feb. 26, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
20	<b>Ethics Compliance Training AB 1234 Webinar (CSDA)</b> <i>Wed., March 5, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 2/28/14</i>	
21	<b>Board's Role In Human Resources (CSDA)</b> <i>Fri., March 7, 2014, 8:30 a.m. – 4:00 p.m. – Bakersfield</i> <i>Registration deadline: 3/4/14</i>	
22	<b>State Water Project/Bay Delta Tour (SDCWA &amp; MWD)</b> <i>Sat., March 8-9, 2014 – Meets at SDCWA</i> <i>Registration deadline: Registration not open.</i>	
23	<b>Vista Chamber of Commerce Sundowner</b> <i>Wed., March 12, 2013, 5:00 p.m. – 7:00 p.m. – Vista Village Senior Living</i>	
24	<b>2014 Watereuse California Annual Conference</b> <i>Sun., March 16-18, 2014 – Newport Beach Marriott Hotel</i> <i>Registration deadline: 2/3/14 early registration; 3/3/14 late registration</i>	
25	<b>Governance Foundations (CSDA)</b> <i>Tues. March 18, 2014, 9:00 a.m. – 4:00 p.m. – Hilton Sacramento Arden West</i> <i>Registration deadline: 3/13/14</i>	
26 *	<b>Council of Water Utilities Meeting</b> <i>Tues., March 18, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 3/14/14</i>	Vásquez
27 *	<b>North County Water Group Meeting</b> <i>Wed., March 26, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
28	<b>Legislative Roundup Webinar (CSDA)</b> <i>Thurs., March 27, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 3/24/14</i>	
29	<b>California Water Policy Conference</b> <i>Thurs., April 3-4, 2014 - Roberts Environmental Center, Claremont McKenna College</i> <i>Registration deadline: 3/14/14</i>	
30 *	<b>Council of Water Utilities Meeting</b> <i>Tues., April 15, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 4/11/14</i>	Vásquez
31 *	<b>North County Water Group Meeting</b> <i>Wed., April 23, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
32	<b>Setting Direction/Community Leadership (CSDA)</b> <i>Fri., April 25, 2014, 8:30 a.m. – 4:00 p.m.</i> <i>Stuart T. Pyle Water Resources Center, Bakersfield</i> <i>Registration deadline: 4/22/14</i>	

33	<b>Hoover Dam &amp; Colorado River Aqueduct (SDCWA &amp; MWD)</b> <i>Fri., April 25-27, 2014 – Meets at SDCWA</i> <i>Registration deadline: Registration not open.</i>	
34	<b>ACWA Spring Conference</b> <i>Tues., May 6-9, 2014 – Portola &amp; Marriott Hotels, Monterey</i> <i>Registration deadline: TBD</i>	
35	<b>Setting Direction/Community Leadership (CSDA)</b> <i>Mon., May 19, 2014, 8:30 a.m. – 4:00 p.m. – CPS HR Training Center, Sacramento</i> <i>Registration deadline: 5/16/14</i>	
36 *	<b>Council of Water Utilities Meeting</b> <i>Tues., May 20, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 5/16/14</i>	Vásquez
37	<b>Legislative Days (CSDA)</b> <i>Tues., May 20-21, 2014, Sacramento Convention Center</i> <i>Registration deadline: 5/15/14</i>	
38 *	<b>North County Water Group Meeting</b> <i>Wed., May 21, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
39 *	<b>Council of Water Utilities Meeting</b> <i>Tues., June 17, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 6/13/14</i>	Vásquez
40 *	<b>North County Water Group Meeting</b> <i>Wed., June 25, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
41 *	<b>Council of Water Utilities Meeting</b> <i>Tues., July 15, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 7/11/14</i>	Vásquez
42	<b>Harassment Prevention Training AB1825 Webinar (CSDA)</b> <i>Wed., July 16, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 7/11/14</i>	
43	<b>Staying in Compliance: Understanding Fundamental Laws (CSDA)</b> <i>Thurs. July 17, 2014, 8:30 a.m. – 4:00 p.m. – VID</i> <i>Registration deadline: 7/14/14</i>	
44 *	<b>North County Water Group Meeting</b> <i>Wed., July 23, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
45	<b>Legislative Roundup Webinar (CSDA)</b> <i>Wed., July 30, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 7/25/14</i>	
46	<b>Understanding Board Member and District Liability Issues Webinar (CSDA)</b> <i>Wed., Aug. 13, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 8/8/14</i>	
47	<b>Annual Water Conference (Urban Water Institute)</b> <i>Wed., Aug. 13-15, 2014 – Hilton Mission Bay Resort</i> <i>Registration deadline: TBD</i>	
48 *	<b>Council of Water Utilities Meeting</b> <i>Tues., Aug. 19, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 8/14/14</i>	Vásquez
49	<b>The New Transparent District – Building Public Trust Webinar (CSDA)</b> <i>Tues., Aug. 19, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 8/14/14</i>	
50	<b>Understanding the Brown Act Beyond the Basics Webinar (CSDA)</b> <i>Thurs., Aug. 21, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 8/19/14</i>	
51 *	<b>North County Water Group Meeting</b> <i>Wed., Aug. 27, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
52	<b>Council of Water Utilities Meeting</b> <i>Tues., Sept. 16, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 9/12/14</i>	Vásquez

<b>53 *</b>	<b>North County Water Group Meeting</b> <i>Wed., Sept. 24, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
<b>54</b>	<b>Governance Foundation (CSDA)</b> <i>Tues., Sept. 29, 2014, 8:30 a.m. – 4:00 p.m. – Renaissance Palm Springs Hotel</i> <i>Reservation deadline: 9/25/14</i>	
<b>55</b>	<b>CSDA Annual Conference</b> <i>Mon., Sept. 29-Oct. 2, 2014 – Renaissance Palm Springs Hotel, Palm Springs</i> <i>Registration deadline: 9/5/14</i>	
<b>56 *</b>	<b>Council of Water Utilities Meeting</b> <i>Tues., Oct. 21, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 10/17/14</i>	Vásquez
<b>57 *</b>	<b>North County Water Group Meeting</b> <i>Wed., Oct. 22, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
<b>58</b>	<b>Ethics Compliance Training AB 124 Webinar (CSDA)</b> <i>Thurs. Nov. 13, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 11/10/13</i>	
<b>59 *</b>	<b>Council of Water Utilities Meeting</b> <i>Tues., Nov. 18, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 11/14/14</i>	Vásquez
<b>60 *</b>	<b>North County Water Group Meeting</b> <i>Wed., Nov. 19, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
<b>61</b>	<b>ACWA Fall Conference</b> <i>Tues., Dec. 2-5, 2014 – Manchester Grand Hyatt, San Diego</i> <i>Registration deadline: TBD</i>	
<b>62</b>	<b>Must Have Communication Protocols – Board &amp; Staff Webinar (CSDA)</b> <i>Wed., Dec. 10, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 12/5/14</i>	
<b>63</b>	<b>Colorado River Water Users Association Annual Conference</b> <i>Wed., Dec. 10-12, 2014 – Caesars Palace, Las Vegas</i> <i>Registration deadline: TBD</i>	
<b>64 *</b>	<b>Council of Water Utilities Meeting</b> <i>Tues., Dec. 16, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 12/12/14</i>	Vásquez

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

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

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



**Agenda Item: 11**

## **STAFF REPORT**

**Board Meeting Date: January 22, 2014**  
**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:*

- On-site chlorine generation project construction award
- Pipeline Replacement Program overview