# AGENDA FOR A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT WEDNESDAY, JANUARY 16, 2019, AT 5:00 P.M. AT THE DISTRICT OFFICE 201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

CALL TO ORDER - PRESIDENT MARTIN

PLEDGE OF ALLEGIANCE

ROLL CALL

In the case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage; a crippling disaster; or other activity which severely imperils public health, safety, or both. Also, items which arise after the posting of the Agenda may be added by a two-thirds vote of the Board of Directors.

ADOPT AGENDA FOR THE REGULAR MEETING OF JANUARY 16, 2019

#### PUBLIC COMMENT

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until the matter is placed on a future agenda in accordance with Board policy. Public comments are limited to three minutes. A Request to Speak form is required to be submitted to the Executive Secretary prior to the start of the meeting, if possible. Public comment should start by stating name, address and topic. The Board is not permitted during this time to enter into a dialogue with the speaker.

#### NOTICE TO THE PUBLIC

All matters listed under the Consent Calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case it will be considered separately under Action Items.

#### CONSENT CALENDAR

- 1.1 APPROVAL OF MINUTES (pp. 4-11)
  - A. CLOSED SESSION BOARD MEETING DECEMBER 19, 2018
  - B. REGULAR BOARD MEETING DECEMBER 19, 2018

Approved minutes become a permanent public record of the District.

Recommendation: Approve Minutes

1.2 WARRANT LIST THROUGH JANUARY 16, 2019 – \$4,261,733.79 (pp. 12-15)

#### Recommendation: Approve Warrant List

- 1.3 FINANCIAL REPORTS (pp. 16-38)
  - A. WATER METER COUNT DECEMBER 31, 2018
  - B. WATER PRODUCTION/SALES REPORT 2018/2019
  - C. QUARTERLY FINANCIAL REPORT DECEMBER 31, 2018
  - D. PER CAPITA WATER CONSUMPTION DECEMBER 31, 2018
  - E. WATER REVENUE AND EXPENSE REPORT DECEMBER 31, 2018
  - F. SEWER REVENUE AND EXPENSE REPORT DECEMBER 31, 2018
  - G. RESERVE FUNDS ACTIVITY DECEMBER 31, 2018
  - H. INVESTMENT REPORT DECEMBER 31, 2018
  - I. LEGAL FEES SUMMARY DECEMBER 31, 2018
- 1.4 APPROVAL OF AGREEMENT FOR PAYMENT OF CAPACITY FEES FOR SUNSHINE MOUNTAIN VINEYARD, INC., APN: 182-190-91 (pp. 39-51)

The property owner has requested approval to finance the water capital facility fees due for a new 2-inch irrigation meter.

#### Recommendation: Approve Payment Agreement

1.5 APPROVAL OF EXCHANGE AGREEMENT FOR TEMPORARY DELIVERY OF WATER AND TEMPORARY WATER SERVICE AGREEMENT BETWEEN VALLECITOS WATER DISTRICT AND VISTA IRRIGATION DISTRICT FOR SUNSHINE MOUNTAIN VINEYARD, INC., APN: 182-190-91 (pp. 52-65)

The property owner has requested approval of an Exchange Agreement for Temporary Delivery of Water and a Temporary Water Service Agreement between Vallecitos Water District and Vista Irrigation District.

#### Recommendation: Approve Agreements with Conditions

1.6 OPERATIONS & MAINTENANCE METRICS QUARTERLY REPORT – DECEMBER 31, 2018 (pp. 66-73)

#### \*\*\*\*\*END OF CONSENT CALENDAR\*\*\*\*\*

#### **ACTION ITEMS**

#### \*\*\*\*\*END OF ACTION ITEMS\*\*\*\*\*

#### **REPORTS**

2.1 GENERAL MANAGER

- 2.2 DISTRICT LEGAL COUNSEL
- 2.3 SAN DIEGO COUNTY WATER AUTHORITY
- 2.4 ENCINA WASTEWATER AUTHORITY
  - Capital Improvement Committee
  - Policy and Finance Committee
- 2.5 STANDING COMMITTEES
- 2.6 DIRECTORS REPORTS ON MEETINGS/CONFERENCES/SEMINARS ATTENDED

\*\*\*\*\*END OF REPORTS\*\*\*\*\*

#### OTHER BUSINESS

3.1 MEETINGS (pp. 74-76)

**Urban Water Institute's Spring Water Conference**February 27 – March 1, 2019 – Hilton Hotel, Palm Springs, CA

#### \*\*\*\*\*END OF OTHER BUSINESS\*\*\*\*\*

4.1 DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

#### \*\*\*\*\*END OF DIRECTORS COMMENTS/FUTURE AGENDA ITEMS\*\*\*\*\*

5.1 ADJOURNMENT

#### \*\*\*\*\*END OF AGENDA\*\*\*\*

If you have any disability which would require accommodation in order to enable you to participate in this meeting, please call the Executive Secretary at 760.744.0460 ext. 264 at least 48 hours prior to the meeting.

Audio and video recordings of all Board meetings are available to the public at the District website <a href="https://www.vwd.org">www.vwd.org</a>

#### **AFFIDAVIT OF POSTING**

I, Diane Posvar, Executive Secretary of the Vallecitos Water District, hereby certify that I caused the posting of this Agenda in the outside display case at the District office, 201 Vallecitos de Oro, San Marcos, California by 5:00 p.m., Friday, January 11, 2019.

Diane Posvar

## MINUTES OF A CLOSED SESSION MEETING OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT

WEDNESDAY, DECEMBER 19, 2018, AT 4:00 PM AT THE DISTRICT OFFICE, 201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

President Martin called the Closed Session meeting to order at the hour of 4:00 p.m.

General Manager Pruim led the pledge of allegiance.

Present: Director Elitharp

Director Evans
Director Hernandez
Director Sannella
Director Martin

Staff Present: General Manager Pruim

General Counsel Gilpin

Administrative Services Manager Emmanuel

Financial Analyst Arthur Executive Secretary Posvar

Administrative Secretary Johnson

#### ADOPT AGENDA FOR THE CLOSED SESSION MEETING OF DECEMBER 19, 2018

18-12-10 MOTION WAS MADE by Director Sannella, seconded by Director Elitharp,

and carried unanimously, to adopt the agenda for the Closed Session

Meeting of December 19, 2018.

#### **PUBLIC COMMENT**

None.

#### **CLOSED SESSION**

## <u>CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR</u>

Agency designated representative: General Manager Employee Organization: Vallecitos Employee's Association

18-12-11 MOTION WAS MADE by Director Evans, seconded by Director Elitharp, and

carried unanimously, to move into Closed Session pursuant to Government

Code Section 54957.6.

#### REPORT AFTER CLOSED SESSION

The Board reconvened to Open Session at the hour of 5:02 p.m. There was no reportable action from the Closed Session meeting.

#### <u>ADJOURNMENT</u>

There being no further business to discuss, President Martin adjourned the Closed Session Meeting of the Board of Directors at the hour of 5:03 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, December 19, 2018 at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Hal J. Martin, President Board of Directors Vallecitos Water District

ATTEST:

Glenn Pruim, Secretary Board of Directors Vallecitos Water District

## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT WEDNESDAY, DECEMBER 19, 2018, AT 5:00 PM AT THE DISTRICT OFFICE, 201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

President Martin called the Regular meeting to order at the hour of 5:06 p.m.

Director Hernandez led the pledge of allegiance.

Present: Director Elitharp

Director Evans
Director Hernandez
Director Sannella
Director Martin

Staff Present: General Manager Pruim

Legal Counsel Gilpin

Administrative Services Manager Emmanuel

District Engineer Gumpel Finance Manager Owen

Operations & Maintenance Manager Pedrazzi Capital Facilities Senior Engineer Hubbard Development Services Senior Engineer Scholl

Accounting Supervisor Glenn

Information Technology Supervisor Labarrere

Administrative Secretary Johnson

#### ADOPT AGENDA FOR THE REGULAR MEETING OF DECEMBER 19, 2018

President Martin stated that staff requested the Board address Action Item 2.3 before Action Item 2.1.

18-12-12 MOTION WAS MADE by Director Hernandez, seconded by Director Sannella, and carried unanimously, to adopt the agenda for the Regular Board Meeting of December 19, 2018 as amended.

#### **PUBLIC COMMENT**

Mike Hunsaker, member of the public and President of the Twin Oaks Valley Property Owners Association, addressed the Board stating his concerns that the health of San Diego County's entire water system is dependent on the Colorado River. The Bureau of Reclamation which controls the Colorado River water system has just issued its latest two-year plan for operating the lower basin, projecting that it will call a water shortage emergency on January 1, 2020. If the water level in Lake Mead drops below 1,075 feet on January 1 of each year a water emergency shortage declaration is made. Under the current rules

pertaining to shortages, if you have water stored for reserves in Lake Mead or anywhere in the basin, you lose those rights. Metropolitan Water District has 500,000 acre feet in storage. It stands to lose it if an emergency is called. Metropolitan also has 100,000 acre feet at San Vincente which it will not lose. He recommended the District buy water at the current rate to avoid a real catastrophe on January 1, 2020. He thanked the Board.

#### **CONSENT CALENDAR**

- 18-12-13 MOTION WAS MADE by Director Hernandez, seconded by Director Evans, and carried unanimously, to approve the Consent Calendar as presented.
- 1.1 Approval of Minutes
  - A. Closed Session Board Meeting December 5, 2018
  - B. Regular Board Meeting December 5, 2018
  - C. Public Awareness/Personnel/Policy Committee Meeting December 10, 2018
  - D. Finance/Investment Committee Meeting December 11, 2018
- 1.2 Warrant List through December 19, 2018 \$2,296,612.97
- 1.3 Financial Reports
  - A. Water Meter Count November 30, 2018
  - B. Water Production/Sales Report 2018/2019
  - C. Per Capita Water Consumption November 30, 2018
  - D. Water Revenue and Expense Report November 30, 2018
  - E. Sewer Revenue and Expense Report November 30, 2018
  - F. Reserve Funds Activity November 30, 2018
  - G. Investment Report November 30, 2018
  - H. Legal Fees Summary November 30, 2018
- 1.4 Approval of Construction Agreement for Firestine Residence, 862 Rock Springs Road, APN: 226-012-46
- 1.5 Approval of Construction Agreement for Folia and Omeli Single Family Residences, APN: 222-360-35 & 222-360-36
- 1.6 Approval of Construction Agreement for Montiel 6-Lot Subdivision, APN: 226-111-53, 226-092-66 & 226-092-67
- 1.7 Approval of Temporary Off-Site Water and Sewer Service Agreements for APN: 226-092-66
- 1.8 Contract Amendment #4 to Kennedy/Jenks Consultants Incorporated for the San Marcos Interceptor Project, Phase 2

#### 1.9 Retitle Accountant Position to Senior Accountant

Mike Hunsaker, member of the public, addressed the Board regarding the following items:

- 1.1C It was noted in the minutes of the Public Awareness/Personnel/Policy Committee pertaining to bill adjustments that past practice has always been to charge for the water used. He believes fines for excessive water use during periods of shortage should be factored in. He further stated General Manager Pruim mentioned that new developments are required to submeter, but they don't report water consumption. That makes large meters which are relatively insensitive to leakage the worse form of waste, invisible to VWD to detect and to have corrected. He wanted to emphasize that Director Evans noted the need to eliminate confusion but there still needs to be sacrifices in respect to efficiency, lack of water and shortages.
- 1.3C He believes the Per Capita Water Consumption Report needs to include a pie chart. In 2007 there was a pie chart showing multi-family versus single-family dwelling use. Do large meters used for high density development show their fair share of what the total water consumption is? The use of single-family dwellings is shown but not the total amount of multi-family dwellings.
- 1.7 He asked if there was any pre-existing water capacity on the property.

Development Services Senior Engineer Scholl stated there was existing water and sewer to the property.

#### **ACTION ITEMS**

#### CONSIDERATION OF ACWA JPIA REFUND CHECK FOR GAINSHARING

General Manager Pruim stated the Board approved revisions to the Employee Recognition Program at the November 7, 2018 Board meeting. Revisions included the creation of a Gainsharing Incentive Plan as a new Organizational Achievement Award to provide eligible employees with monetary awards for cost saving measures they directly participated in that resulted in gainsharing funds.

Administrative Services Manager Emmanuel stated gainsharing is only available when the District receives a refund check from ACWA JPIA and the Board designates the funds as gainsharing. ACWA JPIA refund checks are not received on a regular basis and are subject to ACWA JPIA's eligibility requirements relating to the District's claims history. Designating future refunds as gainsharing will require approval as a separate action by the Board.

Administrative Services Manager Emmanuel further stated the District received a refund check from ACWA JPIA in February 2018 in the amount of \$145,176.29. Since that time, the Employee Recognition Program was revised to include gainsharing. The 2018 ACWA JPIA refund check was presented to the Board for its consideration of whether to designate a

portion of it as gainsharing funds to be awarded to eligible District employees as recognition for their outstanding efforts in reducing the District's insurance costs. If any portion of the refund is designated as gainsharing funds, the funds would be divided in an amount determined by the Board, with the employees' share paid as lump sum bonuses (taxable compensation and not "compensation earnable" for CalPERS retirement purposes).

Staff recommended, should the Board desire to act on this item, the Board designate a specific amount of the ACWA JPIA refund to be gainsharing funds, determine the amount of funds to be divided between eligible employees, and approve Organizational Achievement Awards for all eligible employees with the gainsharing funds paid as lump-sum bonuses.

President Martin suggested designating the ACWA JPIA refund as gainsharing and awarding \$1,000 to each employee with the balance going into the general fund.

General discussion took place during which it was clarified that the 106 eligible employees would be responsible for paying taxes on the \$1,000 lump sum. Staff will confirm that the District will not incur costs above the total amount of the refund.

18-12-14 MOTION WAS MADE by Director Evans, seconded by Director Hernandez, and carried unanimously, to designate the ACWA JPIA refund as gainshare funds and award each employee \$1,000.

#### HILLSIDE PROPERTY AD HOC COMMITTEE CONSIDERATION

General Manager Pruim stated the District owns approximately 32.7 acres of land adjacent to the District headquarters and that the Board has expressed an interest in marketing the property. He suggested the Board form an Ad Hoc Committee to oversee the development of this project and appoint two Board members to serve on the Committee.

President Martin recommended Director Hernandez be appointed to the Ad Hoc Committee as well as himself.

General discussion took place during which Legal Counsel Gilpin noted that it is not necessary to agendize ad hoc meetings nor do they need to be noticed.

18-12-15 MOTION WAS MADE by President Martin, seconded by Director Evans, and carried unanimously, to appointment Director Hernandez and President Martin to the Ad Hoc Committee.

#### CALL FOR NOMINATIONS TO THE LOCAL AGENCY FORMATION COMMISSION

President Martin stated nominations are being solicited for two special district members to serve on the Local Agency Formation Commission.

General discussion took place.

The Board took no action.

<u>REPORTS</u>

**GENERAL MANAGER** 

None.

DISTRICT LEGAL COUNSEL

None.

SAN DIEGO COUNTY WATER AUTHORITY

None.

#### **ENCINA WASTEWATER AUTHORITY**

Director Hernandez stated the Capital Improvement Committee has not met since the last Board meeting.

Director Elitharp stated the Policy and Finance Committee has not met since the last Board meeting.

#### STANDING COMMITTEES

Director Evans referred to the minutes of the December 10 Public Awareness/Personnel/Policy Committee meeting.

#### DIRECTORS REPORTS ON TRAVEL/CONFERENCES/SEMINARS ATTENDED

Directors Elitharp, Martin, Sannella and Hernandez reported on their attendance to the San Diego North Economic Development Council 2018 North County Excellence in Economic Development Awards Luncheon on December 5.

Director Evans reported on her attendance to a legislative roundtable with Assemblywoman Marie Waldron at the San Diego County Water Authority on December 17.

#### OTHER BUSINESS

None.

#### **DIRECTORS COMMENTS/FUTURE AGENDA ITEMS**

None.

#### <u>ADJOURNMENT</u>

There being no further business to discuss, President Martin adjourned the Regular Meeting of the Board of Directors at the hour of 5:41 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, January 16, 2019, at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

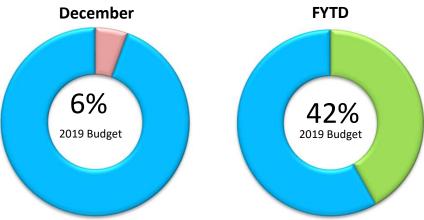
Hal J. Martin, President
Board of Directors
Vallecitos Water District

ATTEST:

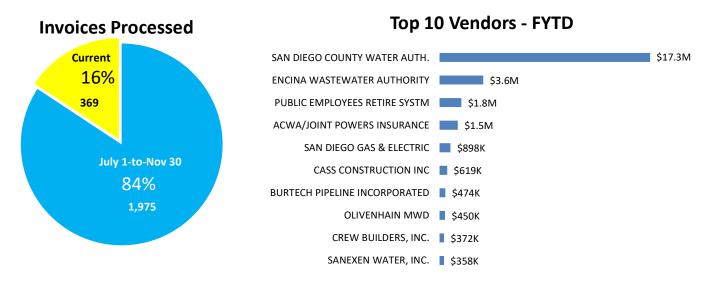
Glenn Pruim, Secretary Board of Directors Vallecitos Water District

#### VALLECITOS WATER DISTRICT DISBURSEMENTS SUMMARY December 31, 2018









#### VALLECITOS WATER DISTRICT WARRANTS LIST January 16, 2019

PAYEE	DESCRIPTION	CHECK#	AMOUNT
CHECKS			
Garnishments	Payroll Garnishments 115300 through	115302	-
Action Mail	Splash Winter Prj 20191-26	115303	6,822.64
ACWA/Joint Powers Insurance ACWA/Joint Powers Insurance	2019 Membership Dues Medical Insurance Jan	115304	24,269.73
ACWA/Joint Powers Insurance Airgas USA LLC	Cylinder Rental	115305 115306	207,133.19 220.25
Allied Universal Protection	Weekly Deposit Svc Nov	115306	59.36
Aloha Printing	After Hours Forms	115307	254.53
Ambius	Plant Maintenance Dec	115308	263.00
ASAP Drain Guys & Plumbing	Svc Water Heater Bldg A	115310	355.00
ASCE	Membership Renewal R Scholl	115311	290.00
ASCE	Membership Renewal J Gumpel	115312	295.00
ASCE	Membership Renewal J Hubbard	115313	295.00
Ashley Atkinson	Closed Account Refund	115314	65.68
Shawn Askine	Water Distribution Exam & AWWA Water Quality Cert	115315	155.00
AT&T	Internet Svc Dec	115316	64.25
AT&T	Phone Svc Nov	115317	2,794.39
Bay City Electric Works Inc	Hardware Supplies	115318	74.67
Best Best & Krieger	Legal Svcs Oct	115319	13,307.62
Boncor Water Systems	Soft & Drinking Water Svc Dec	115320	1,726.00
Bonsall Petroleum Constr Inc	Svc Call - Fuel Island	115321	93.75
Breckenridge Prop. Fund 2016	Closed Account Refund	115322	17.61
Brookfield Residential	Closed Account Refund	115323	18.97
Burn Institute	Fire Extinguisher Training 2-6-18	115324	550.00
CA Dept of Forestry/Fire Protection	Crew Work Oct	115325	2,836.75
CDW Government Inc	Iphone Cases 9, Hard Drive Replacement, Cables, Surge Protector	115326	601.23
Christian Wheeler Engineering	Rock Springs Prj 90003, Water Ops Locker Room Expansion Prj 20161-5	115327	10,130.00
Core Logic Information Solutions Inc	Real Quest Svc - For Engineering Maps Nov	115328	206.00 193.75
County of Son Diogo	Backup Storage Tape Nov	115329	
County of San Diego County of San Diego	Recording Fees Nov Water & Sewer Master Plan Prj 20141-3	115330 115331	80.52 3,321.00
Craig Elitharp	North County Economic Development Awards 12-7-18	115331	3,321.00
CWC Rancho Coronado 71, LLC	Closed Account Refund	115332	239.38
CWEA	Lab Analyst Cert D McDougle	115334	102.00
CWEA	Coll Cert Renewal J Scott	115335	92.00
Daphne & John Tyler III	Closed Account Refund	115336	4.02
DirecTV Inc	Satellite Svc Dec	115337	117.24
Dryor Hughef	Closed Account Refund	115338	110.51
EDCO Waste & Recycling Services	Trash Svc Nov	115339	619.91
Electrical Sales Inc	Power Monitor Double Peak PS, Hardware and Electrical Supplies	115340	1,122.07
EMCOR Service	Cooling Tower Media Replacement Prj 20191-14	115341	10,070.00
Rhondi Emmanuel	CalPERS Conference 12-4-18	115342	40.16
Betty Evans	ACWA Meeting 10-17-18, ACWA Conference 11-26-18	115343	222.25
Fabiola Real	Self Improvement Program	115344	2,500.00
Ferguson Enterprises, Inc	Valve Gate, Couplings 12, Air Vac Enclosures 6, Air Valves 10	115345	11,621.95
Fisher Scientific LLC	Lab Supplies	115346	640.46
Fleet Pride	Fleet Supplies Prj 20191-22	115347	207.20
G & R Auto & Truck Repair Inc	Oil Leak Repair Veh 183	115348	562.97
Grainger Inc	Window & Door Sealant, Floor Cleaner, Air Compressor, Hardware Supplies	115349	1,331.46
Harris Hawthorne Machinery Co.	1099 & W2 Forms Backhoe Rental	115350	299.41 2,987.69
Helm Incorporated	Ford Truck Scan Tool & Software	115351 115352	703.62
High Point Realty	Closed Account Refund	115352	31.51
Infosend Inc	Door Hangers, Processing, Postage, Printing, Support Fee Nov	115354	10,043.51
Infrastructure Engr Corp	Laurels Sewer Lining & Repairs Prj 20181-8	115355	5,400.00
Interstate Batteries	Generator Battery - S Lake	115356	85.19
Inventive Resources Inc.	Manhole Odor Eliminator Unit	115357	1,010.88
Janna Henderson or Dallas Woodring	Closed Account Refund	115358	96.28
Jeff Katz	Water Ops Locker Room Expansion Prj 20161-5	115359	424.00

#### VALLECITOS WATER DISTRICT WARRANTS LIST January 16, 2019

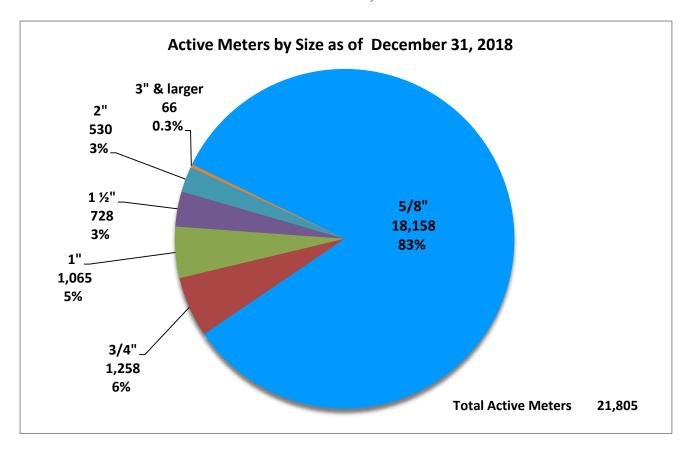
PAYEE	DESCRIPTION	CHECK#	AMOUNT
JCI Jones Chemicals Inc	Chlorine	115360	2,043.21
Joselin Cruz De Los Santos	Closed Account Refund	115361	23.76
Sue Joubran	Refund Prj 20171-275 Balance	115362	1,822.15
Ken Grody Ford	Hose, Steering Wheel, Veh 249	115363	479.34
Ken Weinberg	Local Resource Program Application - Carlsbad Desalination Water Purchases	115364	4,370.00
Khan Iqbal or Rubyna Iqbal	Closed Account Refund	115365	453.13
Knight Security & Fire Systems	Answering & Patrol Svc Dec	115366	588.19
Timothy Miles Mork	Cleaning Svcs Dec - MRF	115367	553.13
Lloyd Pest Control	Pest Control Nov	115368	1,168.00
Lynn Doan	Closed Account Refund	115369	29.60
Mallory Safety & Supply, LLC	Safety Supplies	115370	921.27
Manpower Temp Services	Customer Service Rep, Weeks Ending: 11-25-18 & 12-9-18	115371	1,709.68
Matheson Tri-Gas Inc	Cylinder Rentals 3	115372	267.01
Mike Sannella	North County Economic Development Awards 12-7-18	115373	3.05
Montroy Supply Co Inc	Hardware Supplies Prj 20191-10	115374	147.85
MSA	Transmitter Replacement - MRF	115375	1,535.55
North County Auto Parts	Fleet Supplies Nov	115376	2,114.87
North County Ford	Ford F250 4X4 Prj 20191-17	115377	29,455.75
Olivenhain MWD	Treated Water Nov	115378	81,817.00
Ostari Inc	CISCO Supplies, Secure Works Subscription 18-19	115379	24,026.09
Pacific Pipeline Supply	Couplings 10, Hardware Supplies	115380	2,886.99
Patriot Portable Restroom Inc	Portable Restroom Rental - MRF	115380	256.61
Pencco, Inc.	Trioxyn, Sulfend RT	115381	14,234.94
Plumbers Depot Inc	Rain Dishes 10 - Odor Control -Areas Within Collections System	115382	714.18
R & B Automation Inc		115384	7,345.76
	Actuator Repair & Tuning - MRF Concrete Recycling		450.00
Recycled Aggregate Materials Co Inc		115385	
RDO Equipment	Tree Chipper Maintenance	115386	376.88
Air Quality Compliance Solutions, Inc.	Fuel Island Maintenance	115387	199.50
Rexel USA, Inc	Soft Starters For Pumps 3 - Double Peak Pump Station	115388	882.42
Rick Post Welding	Water Line Welding	115389	540.00
Rupe's Hydraulics	Cylinder Rebuild/Repair Backhoe - Veh 166	115390	945.11
Rusty Wallis Inc SDG&E	Soft Water Svc Dec	115391	202.00
	Power Nov	115392	47,508.95
San Marcos Trophy	Engraving Svcs	115393	8.00
Sanexen Water, Inc.	Stargaze Court Water Line Replacement Prj 20181-5	115394	250,000.00
Sally Sheets	2018 Tax Seminar 12-6-18	115395	86.11
Snap-On-Industrial	Toolbox Work Center, Impact Sockets 9	115396	4,865.02
Spenser's Property Management	Closed Account Refund	115397	150.00
Syntech Systems Inc	Fuel Master Maintenance 18-19	115398	2,650.00
Terra Verde Energy LLC	District Wide Solar Project	115399	15,224.00
The Howard E. Nyhart Co. Inc.	OPEB Actuarial Valuation FY18	115400	2,000.00
The Light House	Fleet Supplies	115401	261.83
Underground Service Alert	Dig Alert Svc	115402	242.65
Unifirst Corporation	Uniform Delivery	115403	1,398.77
Univar USA Inc	Sodium Hypo Liquichlor, Caustic Soda, Sodium Bisulfite	115404	6,841.02
UPS	Shipping Svcs Dec	115405	101.43
Valley Chain & Gear Inc	Hardware Supplies	115406	95.56
Victoria Desiree Bates	Refund Prj 20161-160 Balance	115407	218.25
VWR International	Lab Supplies - MRF	115408	71.63
Walters Wholesale Electric	Hardware Supplies Prj 20191-10	115409	322.44
Water Education Foundation	2019 Membership Dues	115410	11,004.00
Waxie Sanitary Supply	Cleaning Supplies	115411	703.25
Wesley Hopkins	Closed Account Refund	115412	58.96
West Consultants, Inc.	Southlake & Mahr Dam Inundation Studies	115413	5,440.90
Westley Owen	CalPERS Forum 10-22-18	115414	148.69
Tri-City Emergency Medical Group	Medical Svcs Nov	115415	95.00
Xerox Corporation	Copier Lease Oct & Nov	115416	5,581.96
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Zoho Corporation	Inventory Management Software	115417	1,998.00

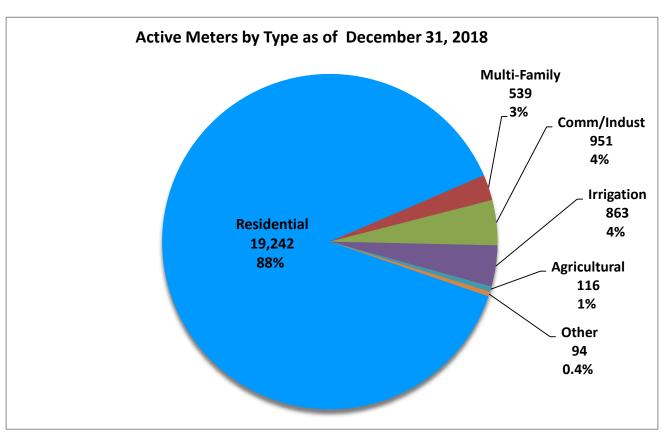
14

#### VALLECITOS WATER DISTRICT WARRANTS LIST January 16, 2019

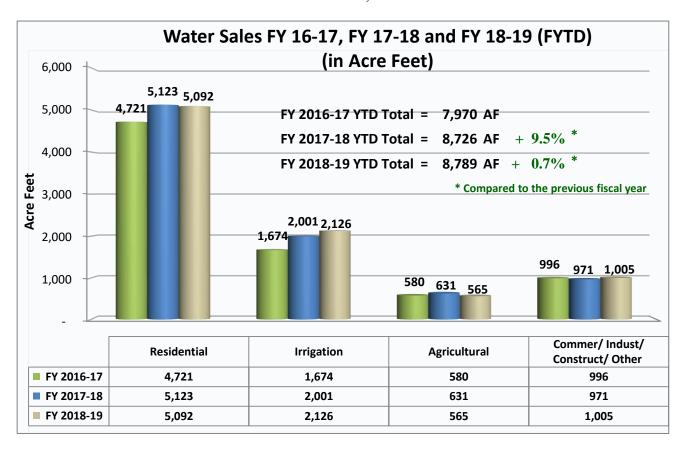
PAYEE	DESCRIPTION		CHECK#	AMOUNT
Total Disbursements (115 Checks)				866,823.05
WIRES				
San Diego County Water Authority	November Water Bill		Wire	2,375,834.01
Public Employees Retirement System	Retirement Contribution - December 19, 2018 Payroll		Wire	69,807.97
Public Employees Retirement System	Retirement Contribution - January 2, 2019 Payroll		Wire	70,623.00
Total Wires				2,516,264.98
PAYROLL				
Total direct deposits			Wire	239,149.17
VWD Employee Association			115300	600.00
Garnishments		115301 through	115302	607.83
IRS	Federal payroll tax deposits		Wire	85,892.19
Employment Development Department	California payroll tax deposit		Wire	16,441.93
CalPERS	Deferred compensation withheld		Wire	12,863.91
VOYA	Deferred compensation withheld		Wire	5,027.37
Total December 19, 2018 Payroll Disbursement	S			360,582.40
Total direct deposits			Wire	316,455.28
VWD Employee Association			115418	606.00
Garnishments		115419 through	115420	607.83
IRS	Federal payroll tax deposits		Wire	119,495.04
Employment Development Department	California payroll tax deposit		Wire	32,102.41
CalPERS	Deferred compensation withheld		Wire	35,891.04
VOYA	Deferred compensation withheld		Wire	12,905.76
Total January 2, 2019 Payroll Disbursements				518,063.36
Total Payroll Disbursements				878,645.76
TOTAL DISBURSEMENTS				4,261,733.79

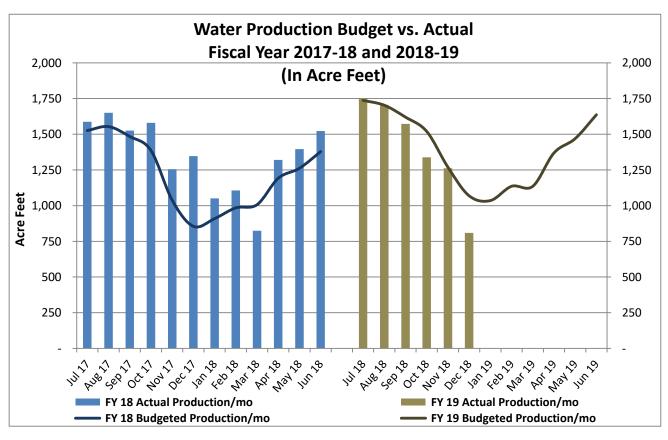
Vallecitos Water District Active Water Meters December 31, 2018





Vallecitos Water District Water Production/Sales December 31, 2018







#### **OVERVIEW**

With the second quarter complete, the District's water fund has a net operating income of \$4.1 million (before depreciation) while the sewer fund has a net operating income of \$5.2 million (before depreciation). The District is cash funding capital projects and current on all debt service payments. We anticipated increased water revenues this year when putting the budget together and are monitoring expenses in all funds very closely.

#### WATER FUND

The Water Fund performed better than expected during the second quarter of Fiscal Year 2019.

**Revenues:** Water sales were 59% of total budget as a result of high demand during the summer months. Ready to Serve (RTS) performed as expected. Pumping Charges are high primarily due to rate increases that took effect in September 2018.

Revenue	Budget	YTD Actual	Percent
Water Sales	\$ 31,800,000	\$ 18,864,156	59%
Ready to Serve	13,300,000	6,785,326	51%
Pumping Charges	340,000	207,142	61%
Other	690,000	330,934	48%
Total	\$ 46,130,000	\$ 26,187,558	<b>57</b> %

**Expenses:** Water Purchases and General & Administration performed as expected. Operating expenses were higher than budgeted primarily due to the number of water main breaks that occurred in recent months. Supporting expenses were lower than budgeted due to timing of budgeted materials being purchased and outside services being performed.

Expense	Budget	YTD Actual	Percent
Water Purchases	\$ 32,250,000	\$ 16,099,530	50%
Operating	4,517,000	2,640,889	58%
Supporting	4,155,000	1,905,214	46%
General & Admin	2,985,000	1,445,995	48%
Total	\$ 43,907,000	\$ 22,091,628	50%

#### SEWER FUND

The Sewer Fund continues to be stable as revenues received in this fund stem from fixed monthly charges and are therefore very

**Revenues:** Sewer service charges performed as planned and Reclaimed Water Sales are adjusted at the end of each fiscal year to recover actual costs. Other revenues are high from the litigation settlement related to illegal dumping in the Encina disposal system.

Revenue	Budget	YTD Actual		Percent
Sewer Service	\$ 17,954,000	\$	9,244,695	51%
Reclaimed	1,974,000		987,000	50%
Other	80,000		673,556	842%
Total	\$ 20,008,000	\$	10,905,251	55%

#### VALLECITOS WATER DISTRICT QUARTERLY FINANCIAL REPORT QUARTER ENDED DECEMBER 31, 2018

#### SEWER FUND (continued)

**Expenses:** Treatment expenses are low due to timing of budgeted materials being purchased and outside services being performed. Operating expenses are lower than expected due to budgeted repairs that have not been performed and lower than anticipated labor. Supporting and General & Administration are low primarily as a result of lower outside service and staffing costs.

Expense		Budget		TD Actual	Percent	
T	_	6 472 000	_	2 744 402	4.40/	
Treatment	\$	6,173,000	\$	2,741,182	44%	
Operating		2,793,000		1,199,025	43%	
Supporting		2,699,000		1,155,868	43%	
General & Admin		1,452,000		603,982	42%	
Total	\$	13,117,000	\$	5,700,057	43%	

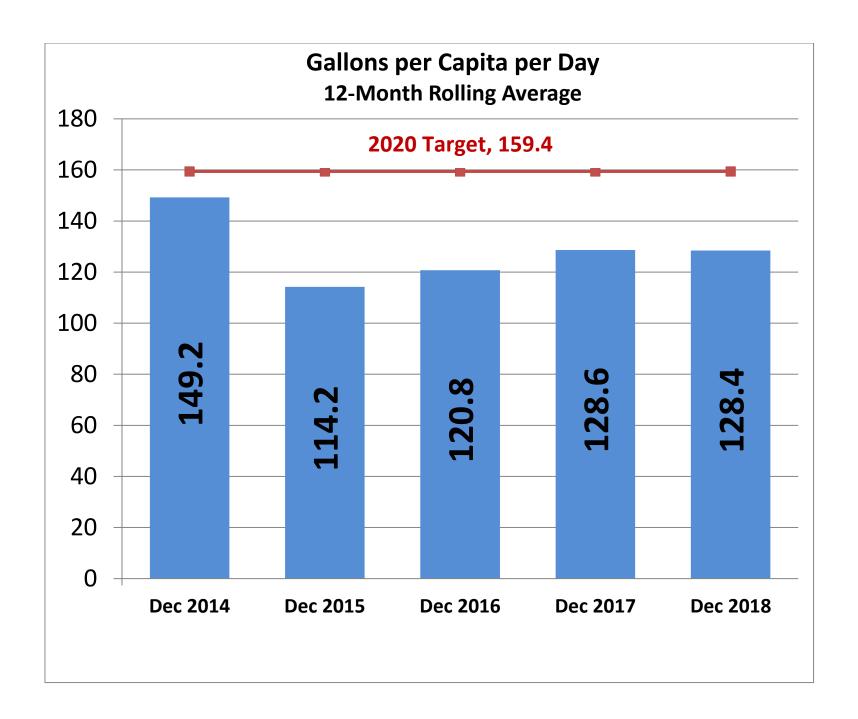
#### **RESERVES AND FUNDS:**

The following is a summary of the replacement reserves and capacity funds as of December 31, 2018.

Water:							
Revenues	Replacement	Capacity					
FY 18/19 Operating Transfers	\$ 4,095,930	-					
Capital Facility Fees	-	\$ 2,408,209					
Property tax & Other	844,372	-					
Total Revenue	4,940,302	2,408,209					
Distributions							
Capital Projects	1,547,834	101,431					
Debt Service	-	553,478					
<b>Total Distributions</b>	1,547,834	654,909					
Beginning Balance	32,797,105	(9,161,412)					
Ending Balance	36,189,573	(7,408,112)					
Less: Operating Reserves	5,748,700						
Replacement Reserve Balance	\$ 30,440,873	\$ (7,408,112)					
Replacement Reserve Floor	\$ 7,428,200						
Replacement Reserve Ceiling	\$ 32,224,700						

Wastewater:							
Revenues	Replacement	Capacity					
FY 18/19 Operating Transfers	\$ 5,205,194	-					
Capital Facility Fees	-	\$ 4,970,254					
Property tax & Other	769,338	-					
Total Revenue	5,974,532	4,970,254					
Distributions							
Capital Projects	2,546,553	473,676					
Debt Service		806,514					
Total Distributions	2,546,553	1,280,190					
Beginning Balance	51,677,556	(6,820,836)					
Ending Balance	55,105,535	(3,130,772)					
Less: Operating Reserves	6,468,600	-					
Less: Rate Stabilization	555,035	_					
Replacement Reserve Balance	\$ 48,081,900	\$ (3,130,772)					
Replacement Reserve Floor	\$ 15,665,900						
Replacement Reserve Ceiling	\$ 48,081,900						

**For More Information.** This summary is based on detailed information produced by the District's accounting department. If you would like additional information, or have questions, please call 760-744-0460 x262.



**DATE:** JANUARY 16, 2019

TO: BOARD OF DIRECTORS

SUBJECT: MONTHLY FINANCIAL REPORTS

#### **BACKGROUND:**

The Monthly Revenue and Expense Reports and the Reserve Report for the six months ended December 31, 2018 are presented.

#### **DISCUSSION:**

The Monthly Revenue and Expense reports summarize revenues by service type and expenses by department over the 6-month period. Comparisons to prior year actual and current year budget amounts are also presented. Each statement contains footnotes regarding significant variances exceeding predetermined dollar and percentage amounts. Any excess of revenues over expenses are transferred to reserves and reflected in the Reserve Report. Any excess of expenses above revenues are paid for out of reserves in the current fiscal year.

The Monthly Reserve Report presents the balances in each of the District's reserve funds. The report summarizes all sources and uses of reserves. Sources consist of operating transfers, capital facility fees, property taxes, dissolved RDA distributions, investment earnings and annexation fees. Uses are distributions for capital projects and debt service.

#### **RECOMMENDATION:**

For information only.

#### Vallecitos Water District Water Revenue and Expense Report For the Six Months Ended December 31, 2018

	Current	Prior Year Actual			Current Year Budget				
	Year			Variance	2			Varianc	e
	Actual	Amount		\$	%	Amount		\$	%
Revenue									
Water Sales	\$18,864,156	\$16,454,498	\$	2,409,658	14.6%	\$18,887,000	\$	(22,844)	-0.1%
Ready-to-serve	6,785,326	6,983,050		(197,724)	-2.8%	6,650,000		135,326	2.0%
Pumping cost recovery	207,142	178,367		28,775	16.1%	203,000		4,142	2.0%
Late & lock charges	213,867	236,286		(22,419)	-9.5%	233,000		(19,133)	-8.2%
Backflow fees	46,619	45,586		1,033	2.3%	48,000		(1,381)	-2.9%
Other revenue	70,448	99,617		(29,169)	-29.3%	62,500		7,948	12.7%
Total Revenue	26,187,558	23,997,404		2,190,154	9.1%	26,083,500		104,058	0.4%
Expenses									
Water costs	16,099,530	16,326,308		(226,778)	-1.4%	17,172,000	(	(1,072,470)	-6.2%
Pumping costs	443,704	361,820		81,884	22.6%	498,000		(54,296)	-10.9%
Water quality	55,982	59,047		(3,065)	-5.2%	76,000		(20,018)	-26.3%
Water treatment	218,931	220,727		(1,796)	-0.8%	238,000		(19,069)	-8.0%
Tanks & reservoirs	180,263	169,410		10,853	6.4%	227,000		(46,737)	-20.6%
Trans & distribution	1,369,310	689,176		680,134	98.7%	860,000		509,310	59.2%
Services	41,268	86,316		(45,048)	-52.2%	70,000		(28,732)	-41.0%
Meters	309,069	313,817		(4,748)	-1.5%	336,000		(26,931)	-8.0%
Backflow prevention	22,362	17,686		4,676	26.4%	33,000		(10,638)	-32.2%
Customer accounts	315,354	243,112		72,242	29.7%	317,000		(1,646)	-0.5%
Building & grounds	193,218	196,529		(3,311)	-1.7%	189,000		4,218	2.2%
Equipment & vehicles	118,806	135,907		(17,101)	-12.6%	160,000		(41,194)	-25.7%
Engineering	769,827	661,330		108,497	16.4%	792,000		(22,173)	-2.8%
Safety & compliance	126,606	107,948		18,658	17.3%	134,000		(7,394)	-5.5%
Information Technology	381,403	427,391		(45,988)	-10.8%	489,000		(107,597)	-22.0%
General & administrative	1,445,995	1,434,995		11,000	0.8%	1,492,000		(46,005)	-3.1%
Total Expenses	22,091,628	21,451,519		640,109	3.0%	23,083,000		(991,372)	-4.3%
Net Operating Income	\$ 4,095,930	\$ 2,545,885		1,550,045	60.9%	\$ 3,000,500		1,095,430	36.5%

#### Explanation of Significant Variances

The Pumping cost unfavorable variance to prior year is a result of increased power costs which were anticipated due to rate increases.

*Transmission and distribution* has an unfavorable prior year and budget variance as a result of higher than anticipated repairs due to main breaks during the year thus far.

The Customer Accounts unfavorable prior year variance is due to anticipated increases in outside services.

The favorable budget variance in *Information Technology* is a result of timing of budgeted expenditures for hardware upgrades.

#### Vallecitos Water District Sewer Revenue and Expense Report For the Six Months Ended December 31, 2018

	Current	Prior Year Actual			Curre	et	
	Year		Varian	ice		Variar	ice
	Actual	Amount	\$	%	Amount	\$	%
Revenue							
Sewer service charges	\$9,244,695	\$9,057,493	\$ 187,202	2.1%	\$9,042,000	\$ 202,695	2.2%
Reclaimed water sales	987,000	1,027,500	(40,500)	-3.9%	987,000	-	0.0%
Other revenue	673,556	38,493	635,063	1649.8%	39,000	634,556	1627.1%
Total Revenue	10,905,251	10,123,486	781,765	7.7%	10,068,000	837,251	8.3%
Expenses							
Collection & conveyance	1,014,473	844,418	170,055	20.1%	1,154,000	(139,527)	-12.1%
Lift stations	90,895	97,137	(6,242)	-6.4%	146,000	(55,105)	-37.7%
Source Control	93,657	68,923	24,734	35.9%	95,000	(1,343)	-1.4%
Effluent disposal	1,264,777	1,465,016	(200,239)	-13.7%	1,388,000	(123,223)	-8.9%
Meadowlark	1,476,405	1,332,450	143,955	10.8%	1,698,000	(221,595)	-13.1%
Customer Accounts	225,062	162,461	62,601	38.5%	234,000	(8,938)	-3.8%
Building & grounds	130,442	130,620	(178)	-0.1%	131,000	(558)	-0.4%
Equipment & vehicles	97,572	100,241	(2,669)	-2.7%	120,000	(22,428)	-18.7%
Engineeering	308,540	262,444	46,096	17.6%	341,000	(32,460)	-9.5%
Safety & compliance	83,229	69,747	13,482	19.3%	101,000	(17,771)	-17.6%
Information technology	311,023	376,295	(65,272)	-17.3%	422,000	(110,977)	-26.3%
General & administrative	603,982	617,424	(13,442)	-2.2%	726,000	(122,018)	-16.8%
Total Expenses	5,700,057	5,527,176	172,881	3.1%	6,556,000	(855,943)	-13.1%
Net Operating Income	\$5,205,194	\$4,596,310	608,884	13.2%	\$3,512,000	1,693,194	48.2%

#### **Explanation of Significant Variances**

Other revenues have a favorable prior year and budget variance from the litigation settlement related to illegal dumping in the Encina disposal system.

Collection & conveyance has an unfavorable prior year variance due to anticipated increases in labor and materials and supplies costs.

Lift stations has a favorable budget variance resulting from less than anticipated materials used during the year thus far.

The Customer Accounts unfavorable prior year variance is due to anticipated increases in outside services.

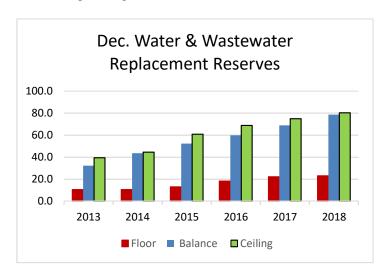
The favorable budget variance in *Information Technology* is due to the timing of budgeted expenditures for hardware upgrades.

Variances are considered significant if they exceed \$50000 and 20%.



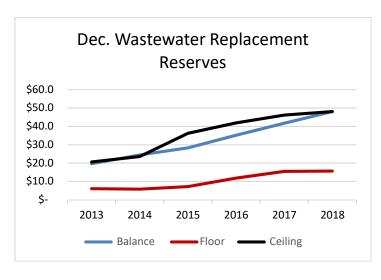
#### REPLACEMENT RESERVES

The District maintains two replacement reserves in cash equivalents and investments: One for the District's water system, and the other for the District's wastewater system. The District's reserve policy establishes a floor of the sum of the next three years of projected system replacement costs, and a ceiling of the sum of the next ten years of system replacement costs. As of December 31, 2018, the total water and wastewater replacement reserve balance was \$78.5 million, 14 percent greater than December 31, 2017.



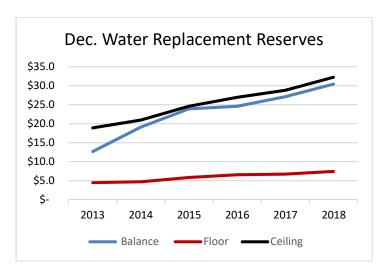
#### WATER REPLACEMENT RESERVE

As of December 31, 2018, the District's water replacement reserve totaled \$30.4 million, an increase of 12 percent, or \$3.3 million, from the same month of the prior year. The month-end balance is within the floor and ceiling established by the reserve policy, leaving the District with sufficient reserves to meet infrastructure replacement needs.



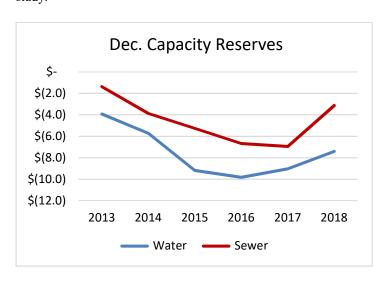
#### **WASTEWATER REPLACEMENT RESERVE**

As of December 31, 2018, the balance in the District's wastewater replacement reserve exceeded the established ceiling of \$48.1 million. In accordance with the reserve policy of the District, \$555,035 was transferred to the rate stabilization account to keep the replacement reserve balance within the established range.



#### **CAPACITY RESERVES**

The District collects capital facility fees from new development and increased demands from existing customers, maintains the collected fees in separate funds (one for water and one for wastewater), and uses the funds exclusively to provide capacity to serve new development and fund future construction of facilities identified in the District's Master Plan and capital budget. As of December 31, 2018, the water capacity fund had a deficit of \$7.4 million and the sewer capacity fund had a deficit of \$3.1 million. The District's capital facility fees situation is expected to improve with the adoption of the new Master Plan and the corresponding capacity fee study.



#### VALLECITOS WATER DISTRICT

RESERVE ACTIVITY FOR	THE SIX MONT	HS	ENDED DEC	EMBER 31, 2018	3			
	110 Water 120			210 Wastewater 220				
	Replacement	_	Capacity	Replacement	_	Capacity	_	Total
BEGINNING BALANCE	\$ 32,797,105	\$	(9,161,412)	\$ 51,677,556	\$	(6,820,836)	\$	68,492,413
REVENUES								
FY 18/19 Operating Transfers	4,095,930			5,205,194				9,301,124
Capital Facility Fees	-		2,408,209	-		4,970,254		7,378,463
Property Tax	511,130		-	400,533		-		911,663
Investment Earnings	320,046		-	355,609		-		675,655
RDA pass-through	13,196	_		13,196	_			26,391
TOTAL REVENUES	4,940,302		2,408,209	5,974,532	_	4,970,254		18,293,296
LESS DISTRIBUTIONS								
Capital Projects								
Encina Wastewater Authority Five Year Plan				1,591,364		114,889		1,706,253
Rock Springs Sewer Replacement	_		_	215,716		263,653		479,369
Stargaze Court Water Line Replacement	469,484		_	213,710		203,033		469,484
Expansion of the Men's Locker Room in Building B	212,448		_	204,118		_		416,566
Laurels Sewer Lining	212,110		_	142,258		_		142,258
Audiovisual Upgrade	64,140		_	61,625		_		125,765
South Lake - Facility Upgrades	86,808		_	01,023		_		86,808
Solar Panel Inverter Replacement	42,152		_	40,498				82,650
Fulton Road And Netd Sewer Line Rehabilitation	12,132		_	79,236		_		79,236
District Wide Valve Replacement	72,252		_	77,230				72,252
South Vista Pressure Reducing Station Upgrade	62,298		_	_				62,298
Ultrasonic Algae Control System	02,270		_	58,748				58,748
Mountain Belle Tank Chorine System	43,422		-	30,740		-		43,422
Water & Sewer Master Plan			20,986	_		20,987		41,973
Montiel Gravity Outfall	_		20,760	16,769		20,496		37,265
Replace Roofs On Equipment Storages	14,881		-	14,298		20,490		29,179
Vulnerability assessment improvements	14,001		16,970	14,298		11,313		28,283
Palos Vista Pump Station Generator	26,233		10,970	-		11,515		26,233
North Vista Pressure Reducing Station Upgrade	25,564		-	-		-		25,564
MRF - Influent Pumps & Motors	25,504		-	24,231		-		24,231
Admin Emergency Generator - Auto Transfer Switch	11,882		-			-		
Palos Vista Pump Station Motor Replacement			-	11,881		-		23,763
Encina Land Parallel Outfall	22,903		-	-		20.690		22,903
	-		-	19 210		20,689		20,689
Sewer Rehabilitation And Repairs	16,576		-	18,210		-		18,210
Via Vera Cruz Tank Hill Stabilization			-	-		-		16,576
Coronado Hills Chlorine Injection System	15,759		-	-		-		15,759
Refurbish Pumps At North Twin Oaks Pump Station	15,355		-	0.270		(16,474)		15,355
All other capital projects	44,169		-	9,279		(10,4/4)		36,975
Capital Budget - Vehicles/Mobile Equipmnt Debt Service	301,509		- 552 479	58,321		806,514		359,830
Interest Expense			553,478 63,476		_	38,123		1,359,992 101,599
TOTAL DISTRIBUTIONS	1,547,834		654,909	2,546,553	_	1,280,190	_	6,029,486
ENDING BALANCE	\$ 36,189,573	\$	(7,408,112)	\$ 55,105,535	\$	(3,130,772)	\$	80,756,222
Less: Operating Reserves	5,748,700		-	6,468,600		-		12,217,300
Less: Rate Stabilization		_		555,035	_		_	555,035
Replacement Reserves/Restricted Funds	\$ 30,440,873	<u>\$</u>	(7,408,112)	\$ 48,081,900	\$	(3,130,772)	\$	67,983,887
Replacement reserve floor	\$ 7,428,200			\$ 15,665,900				
Replacement reserve ceiling	\$ 32,224,700			\$ 48,081,900				

## VALLECITOS WATER DISTRICT INVESTMENT REPORT FOR DECEMBER 2018

Attached is a detailed list of investments for all District funds that are not needed to meet current obligations. In accordance with Government Code Section 53646, the information is presented to the Board on a monthly basis and includes a breakdown by fund, financial institution, settlement and maturity date, yield, and investment amount. In addition, the report indicates the various percentages of investments in each type of institution.

The process and the presentation of the information to the Board are in compliance with requirements outlined in the District Investment Policy adopted on an annual basis. In addition to the investment portfolio, there are sufficient funds in the Operating Account to meet District obligations for the next 30 days. Maturity dates on investments are structured to meet the future financial obligations of the District (i.e., bond payments and construction projections). In that regard, the District will be able to meet expenditure requirements for the next six months without a need to liquidate an investment earlier than scheduled maturity dates.

Investment activity for the month of December follows:

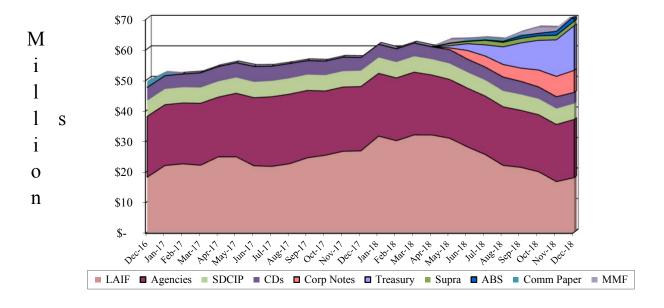
Date	Activity	Investment	Amount	Maturity	Yield
12/03/18	Deposit	LAIF	500,000	Open	2.29%
12/05/18	Deposit	LAIF	400,000	Open	2.29%
12/10/18	Deposit	LAIF	550,000	Open	2.29%
12/10/18	Maturity	Sallie Mae CD	(245,000)	12/10/18	1.60%
12/11/18	Deposit	LAIF	2,900,000	Open	2.29%
12/13/18	Deposit	LAIF	1,050,000	Open	2.29%
12/13/18	Purchase	Berkshire Hath Finance	495,015	05/15/22	3.00%
12/13/18	Purchase	Harot 2017-3 A3	381,981	09/20/21	1.79%
12/17/18	Withdrawal	LAIF	(1,900,000)	Open	2.29%
12/19/18	Deposit	LAIF	400,000	Open	2.29%
12/20/18	Withdrawal	LAIF	(3,000,000)	Open	2.29%
12/21/18	Deposit	LAIF	400,000	Open	2.29%
12/27/18	Purchase	Federal Farm CR BKS	1,002,780	12/17/21	2.80%
12/28/18	Full Call	FHLMC	(750,000)	06/28/19	0.75%
12/31/18	Purchase	US Treasury	977,617	07/31/22	1.88%
12/31/18	Purchase	United States Treas Bills	1,599,034	01/10/19	2.21%
Change in in	vestments during the	ne month	\$ 4,761,427		

	Current
Weighted average annual yield for total Vallecitos investments	2.280%
Weighted average days to maturity	424

The State Treasurer's Office provides fair market values of LAIF quarterly on their web site. The most recent valuation, which is used on this report, is as of September 30, 2018. The San Diego County Treasurer provides the fair values for the County investment pool. The most recent values and returns, which are used for this report, are for November 30, 2018. Fair values for federal agency obligations and corporate notes are provided by Union Bank trust account reporting

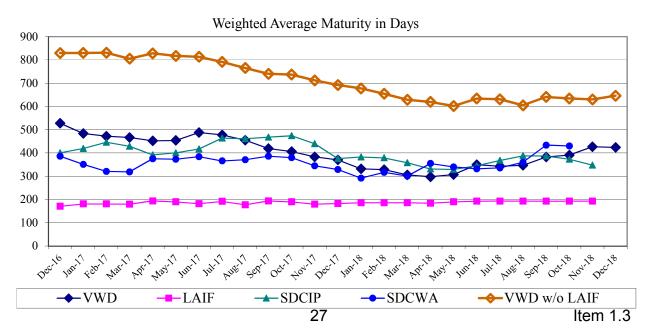
#### Safety

Criteria for selecting investments and the absolute order of priority are safety, liquidity and yield. To meet the objective of safety and avert credit risk, the District acquires only those investments permitted by the Board adopted investment policy and within the limits established by the policy. Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligation. The District also limits risk by investing in a range of investments to ensure diversification as indicated in the graph below.



#### **Liquidity**

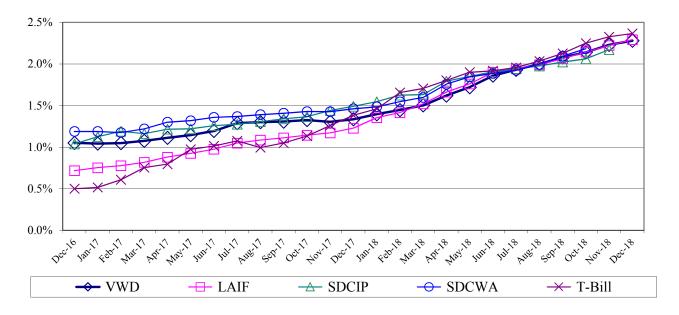
Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. The District averts interest rate risk by limiting terms of investments in accordance with the Investment Policy. Maturity in days is a measure of liquidity. The next graph compares the District's liquidity to other managed portfolios. The District's liquidity is graphed with and without LAIF. With LAIF the District is in fact very liquid with \$17.9 million available the same day. But for comparative purposes LAIF is eliminated from the District's portfolio and shown separately.



Vallecitos Water District Investment Report for December 2018 Page 3

#### <u>Yield</u>

The next graph compares the District's effective yield to LAIF, SDCIP, San Diego County Water Authority (SDCWA), and the average 91-day Treasury bill rate.



#### **Investment/Debt Management**

On March 7, 2018 the District entered into a contract with Chandler Asset Management to provide professional investment management and advisory services. Chandler manages the District's investments in accordance with the District's policy of safety, liquidity, and yield and continues to maintain investments of varying types within limits allowed by the investment policy (100% in federal agency obligations, 100% in LAIF, 100% in other local government investment pools, 25% in FDIC-backed corporate notes, 25% in commercial paper, 20% in certificates of deposit). Chandler's portfolio summary is attached.

### **Portfolio Summary**

Account #10594

As of December 31, 2018



PORTFOLIO CHARACTERISTICS	
Average Modified Duration	1.16
Average Coupon	2.04%
Average Purchase YTM	2.29%
Average Market YTM	2.54%
Average S&P/Moody Rating	AA+/Aa1

1.28 yrs

1.20 yrs

#### **ACCOUNT SUMMARY**

	Beg. Values as of 11/30/18	End Values as of 12/31/18
Market Value	67,004,253	71,611,721
Accrued Interest	250,647	311,864
Total Market Value	67,254,900	71,923,585
Income Earned	112,456	123,648
Cont/WD		
Par	67,810,127	72,197,916
Book Value	67,453,597	71,824,028
Cost Value	67,407,922	71,765,137

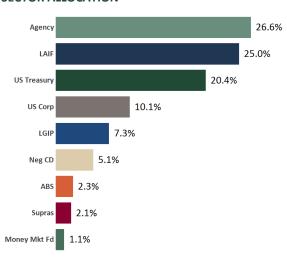
#### **TOP ISSUERS**

Local Agency Investment Fund	25.0%
Government of United States	20.4%
County of San Diego Pooled Inve	7.3%
Federal Home Loan Mortgage Corp	7.3%
Federal National Mortgage Assoc	7.2%
Federal Farm Credit Bank	6.6%
Federal Home Loan Bank	5.5%
Dreyfus Treasury and Agency	1.1%
Total	80.4%

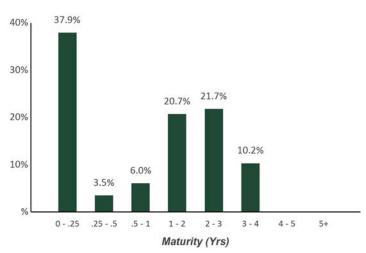
#### **SECTOR ALLOCATION**

Average Life

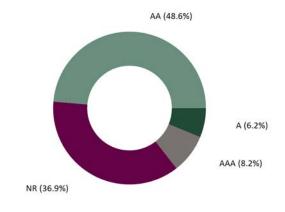
Average Final Maturity



#### **MATURITY DISTRIBUTION**



#### **CREDIT QUALITY (S&P)**



## **Holdings Report**

Account #10594

As of December 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89190BAD0	Toyota Auto Receivables Owner 2017-B A3 1.76% Due 7/15/2021	500,000.00	09/26/2018 2.78%	494,160.16 494,703.53	99.08 2.95%	495,387.50 391.11	0.69% 683.97	Aaa / AAA NR	2.54 0.78
43814PAC4	Honda Auto Receivables Owner T 17-3 A3 1.79% Due 9/20/2021	387,000.00	12/11/2018 2.73%	381,981.09 382,075.32	98.78 2.99%	382,260.80 250.15	0.53% 185.48	NR / AAA AAA	2.72 1.03
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	500,000.00	11/14/2018 3.14%	493,105.47 493,403.54	98.87 2.99%	494,351.00 404.44	0.69% 947.46	Aaa / NR AAA	2.79 0.97
43814UAG4	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	105,000.00	05/22/2018 3.03%	104,997.71 104,998.05	100.10 2.97%	105,104.37 114.13	0.15% 106.32	NR / AAA AAA	3.38 1.81
43815HAC1	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	205,000.00	08/21/2018 2.98%	204,971.87 204,974.31	100.06 2.94%	205,128.94 167.99	0.29% 154.63	Aaa / NR AAA	3.64 1.95
Total ABS		1,697,000.00	2.91%	1,679,216.30 1,680,154.75	2.97%	1,682,232.61 1,327.82	2.34% 2,077.86	Aaa / AAA AAA	2.84 1.10
AGENCY									
3130AAN20	FHLB Callable Note Cont 1/23/2018 1.24% Due 1/23/2019	500,000.00	02/08/2017 1.24%	500,000.00 500,000.00	99.93 2.42%	499,635.00 2,721.11	0.70% (365.00)	Aaa / AA+ NR	0.06 0.06
3136G3YA7	FNMA Callable Note Qtrly 10/25/2016 1% Due 1/25/2019	500,000.00	07/25/2016 1.01%	499,900.00 499,997.37	99.91 2.36%	499,545.50 2,166.67	0.70% (451.87)	Aaa / AA+ AAA	0.07 0.07
3133EFYS0	FFCB Callable Note Cont 02/22/17 1.15% Due 2/22/2019	367,000.00	03/07/2017 1.40%	365,260.42 366,873.84	99.84 2.25%	366,416.10 1,512.35	0.51% (457.74)	Aaa / AA+ AAA	0.15 0.14
3133EGEF8	FFCB Callable Note Cont 6/13/2017 1.18% Due 6/13/2019	500,000.00	05/26/2017 1.43%	497,500.00 499,455.21	99.39 2.54%	496,969.50 295.00	0.69% (2,485.71)	Aaa / AA+ AAA	0.45 0.44
3130ABJS6	FHLB Callable Note Qrtly 9/28/2017 2% Due 6/28/2019	500,000.00	07/07/2017 2.00%	500,000.00 500,000.00	99.84 2.58%	499,179.50 79.86	0.69% (820.50)	Aaa / AA+ NR	0.49 0.49
3133EGLC7	FFCB Callable Note Cont 10/12/2016 1.08% Due 7/12/2019	500,000.00	07/12/2016 1.10%	499,675.00 499,943.01	99.23 2.55%	496,148.00 2,535.00	0.69% (3,795.01)	Aaa / AA+ AAA	0.53 0.52
3134GAEV2	FHLMC Callable Note Qtrly 2/28/2017	750,000.00	08/30/2016 2.45%	750,000.00 750,000.00	99.98 2.57%	749,812.50 1,708.33	1.04% (187.50)	Aaa / AA+ AAA	0.66 0.16
	2.5% Due 8/28/2019		2.43/0	730,000.00	2.3770	1,700.55	(107.50)	AAA	0.10

Page 2

## **Holdings Report**

Account #10594



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130A9UP4	FHLB Callable Note Cont 4/28/2017 1.19% Due 10/28/2019	500,000.00	10/28/2016 1.19%	500,000.00 500,000.00	98.80 2.67%	494,009.00 1,041.25	0.69% (5,991.00)	Aaa / AA+ NR	0.82 0.81
3134G9V95	FHLMC Callable Note Qtrly 2/22/2017 1.5% Due 11/22/2019	750,000.00	08/22/2016 1.50%	750,000.00 750,000.00	99.44 2.76%	745,785.75 4,031.25	1.04% (4,214.25)	Aaa / AA+ AAA	0.89 0.63
3136G3VH5	FNMA Callable Note Qtrly 12/30/2016 1.35% Due 12/30/2019	500,000.00	06/30/2016 1.35%	500,000.00 500,000.00	98.67 2.70%	493,365.00 18.75	0.69% (6,635.00)	Aaa / AA+ AAA	1.00 0.98
3135G0Q63	FNMA Callable Note Qtrly 3/30/2017 1.3% Due 3/30/2020	500,000.00	10/19/2016 1.30%	500,000.00 500,000.00	98.52 2.51%	492,616.00 1,643.06	0.69% (7,384.00)	Aaa / AA+ AAA	1.25 1.22
3130ABAY2	FHLB Callable Note Cont 7/28/2017 1.67% Due 4/28/2020	750,000.00	04/28/2017 1.67%	750,000.00 750,000.00	98.83 2.57%	741,225.75 2,191.88	1.03% (8,774.25)	Aaa / AA+ NR	1.33 1.30
3136G3NZ4	FNMA Callable Note Qtrly 11/29/2016 1.5% Due 5/29/2020	750,000.00	05/27/2016 1.50%	750,000.00 750,000.00	98.55 2.55%	739,101.00 1,000.00	1.03% (10,899.00)	Aaa / AA+ AAA	1.41 1.38
3130A8M67	FHLB Callable Note Cont 7/13/2017 1.2% Due 7/13/2020	500,000.00	11/22/2016 1.60%	492,970.00 497,043.06	97.99 2.54%	489,968.50 2,800.00	0.69% (7,074.56)	Aaa / AA+ NR	1.53 1.50
3135G0N66	FNMA Callable Note Qtrly 2/24/2017 1.4% Due 8/24/2020	1,000,000.00	08/24/2016 1.40%	1,000,000.00 1,000,000.00	98.00 2.65%	979,956.00 4,938.89	1.37% (20,044.00)	Aaa / AA+ AAA	1.65 1.60
3133EGC94	FFCB Callable Note Cont 2/2/2017 1.38% Due 11/2/2020	500,000.00	11/04/2016 1.40%	499,600.00 499,816.04	97.84 2.59%	489,196.50 1,130.83	0.68% (10,619.54)	Aaa / AA+ AAA	1.84 1.79
3133EGR49	FFCB Callable Note Cont 12/7/2017 1.77% Due 12/7/2020	250,000.00	12/07/2016 1.83%	249,437.50 249,728.18	98.46 2.59%	246,141.00 295.00	0.34% (3,587.18)	Aaa / AA+ AAA	1.94 1.88
3134GBTA0	FHLMC Callable Note Qtrly 9/22/2017 1.9% Due 12/22/2020	750,000.00	06/27/2017 1.90%	750,000.00 750,000.00	99.54 2.48%	746,564.25 354.17	1.04% (3,435.75)	Aaa / AA+ AAA	1.98 1.45
3136G4GA5	FNMA Callable Note Qtrly 4/28/2017 1.4% Due 1/28/2021	500,000.00	10/28/2016 1.40%	500,000.00 500,000.00	97.71 2.54%	488,559.00 2,975.00	0.68% (11,441.00)	Aaa / AA+ AAA	2.08 2.01
3133EFC54	FFCB Callable Note Cont 2/17/2017 1.62% Due 2/17/2021	150,000.00	11/18/2016 1.67%	149,667.00 149,833.07	98.06 2.56%	147,097.20 904.50	0.21% (2,735.87)	Aaa / AA+ AAA	2.13 2.06
3134G8LH0	FHLMC Callable Note Qtrly 8/26/2016 1.5% Due 2/26/2021	514,000.00	02/26/2016 1.50%	514,000.00 514,000.00	99.53 2.60%	511,593.97 2,677.08	0.72% (2,406.03)	Aaa / AA+ AAA	2.16 0.64
3130A7ES0	FHLB Callable Note Qrtly 6/22/2016 1.75% Due 3/22/2021	275,000.00	04/06/2017 2.11%	274,381.25 274,652.97	99.24 2.58%	272,906.43 1,323.44	0.38% (1,746.54)	Aaa / AA+ NR	2.22 1.20
3133EFZ91	FFCB Callable Note Cont 4/12/2017 1.62% Due 4/12/2021	750,000.00	04/12/2016 1.62%	749,925.00 749,965.83	97.92 2.56%	734,375.25 2,666.25	1.02% (15,590.58)	Aaa / AA+ AAA	2.28 2.21

## **Holdings Report**

Account #10594

As of December 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3133EHHM8	FFCB Callable Note Cont 8/3/2017 1.99% Due 5/3/2021	750,000.00	05/03/2017 1.99%	750,000.00 750,000.00	98.70 2.57%	740,236.50 2,404.58	1.03% (9,763.50)	Aaa / AA+ AAA	2.34 2.26
3136G3A70	FNMA Callable Note Qtrly 1/27/2017 1.5% Due 7/27/2021	500,000.00	07/27/2016 1.50%	500,000.00 500,000.00	97.15 2.65%	485,737.50 3,208.33	0.68% (14,262.50)	Aaa / AA+ AAA	2.57 2.48
3134G95L7	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/25/2016 1.60%	1,000,000.00 1,000,000.00	97.57 2.55%	975,686.00 5,600.00	1.36% (24,314.00)	Aaa / AA+ AAA	2.65 2.56
3130A9F89	FHLB Callable Note Qtrly 12/30/2016 1.625% Due 9/30/2021	1,000,000.00	09/30/2016 1.63%	1,000,000.00 1,000,000.00	97.54 2.56%	975,437.00 4,107.64	1.36% (24,563.00)	Aaa / AA+ NR	2.75 2.66
3136G4GF4	FNMA Callable Note Qtrly 4/28/2017 1.55% Due 10/28/2021	1,000,000.00	10/31/2016 1.55%	1,000,000.00 1,000,000.00	96.86 2.71%	968,584.00 2,712.50	1.35% (31,416.00)	Aaa / AA+ AAA	2.83 2.73
3134GAYX6	FHLMC Callable Note Qtrly 5/26/2017 1.875% Due 11/26/2021	1,000,000.00	11/30/2016 1.88%	1,000,000.00 1,000,000.00	98.09 2.56%	980,936.00 1,822.92	1.37% (19,064.00)	Aaa / AA+ AAA	2.91 2.80
3133EJ3B3	FFCB Note 2.8% Due 12/17/2021	1,000,000.00	12/26/2018 2.70%	1,002,780.00 1,002,767.20	100.61 2.59%	1,006,063.00 1,088.89	1.40% 3,295.80	Aaa / AA+ AAA	2.96 2.82
Total Agency		19,306,000.00	1.64%	19,293,761.17 19,303,826.60	2.58%	19,047,680.20 63,499.67	26.57% (256,146.40)	Aaa / AA+ AAA	1.72 1.56
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	17,853,171.90	Various 2.30%	17,853,171.90 17,853,171.90	1.00 2.30%	17,853,171.90 108,032.38	24.97% 0.00	NR / NR NR	0.00 0.00
Total LAIF		17,853,171.90	2.30%	17,853,171.90 17,853,171.90	2.30%	17,853,171.90 108,032.38	24.97% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV IN	VESTMENT POOL								
90SDCP\$00	County of San Diego Pooled Investment Pool	5,225,000.00	Various 2.25%	5,225,000.00 5,225,000.00	1.00 2.25%	5,225,000.00 0.00	7.26%	NR / NR AAA	0.00
Total Local Gov	v Investment Pool	5,225,000.00	2.25%	5,225,000.00 5,225,000.00	2.25%	5,225,000.00 0.00	7.26% 0.00	NR / NR AAA	0.00

Item 1.3 Execution Time: 1/7/2019 10:36:10 AM

## **Holdings Report**

Account #10594



CUSIP	Security Description	Par Value/Units	Purchase Date	Cost Value	Mkt Price	Market Value		Moody/S&P	Maturity
0.00			Book Yield	Book Value	Mkt YTM	Accrued Int.	Gain/Loss	Fitch	Duration
MONEY MARK	ET FUND FI								
261908206	Dreyfus Treasury Money Market Fund	825,743.75	Various	825,743.75	1.00	825,743.75	1.15%	Aaa / AAA	0.00
			2.07%	825,743.75	2.07%	0.00	0.00	NR	0.00
				825,743.75		825,743.75	1.15%	Aaa / AAA	0.00
Total Money Market Fund FI		825,743.75	2.07%	825,743.75	2.07%	0.00	0.00	NR	0.00
NEGOTIABLE C	D								
05580AGN8	BMW Corp Negotiable CD	245,000.00	03/10/2017	245,000.00	99.81	244,525.44	0.34%	NR / NR	0.19
	1.35% Due 3/11/2019		1.35%	245,000.00	2.36%	1,023.97	(474.56)	NR	0.19
78012UEY7	Royal Bank of Canada Yankee CD	500,000.00	08/24/2018	500,130.05	100.01	500,055.57	0.70%	P-1 / A-1+	0.27
	2.6% Due 4/8/2019		2.55%	500,055.57	2.55%	6,319.44	0.00	F-1+	0.27
966594AY9	Whitney Bank Negotiable CD	245,000.00	04/20/2017	245,000.00	99.74	244,366.43	0.34%	NR / NR	0.31
	1.65% Due 4/22/2019		1.65%	245,000.00	2.50%	808.50	(633.57)	NR	0.30
29266NK97	Enerbank USA Negotiable CD	233,000.00	06/18/2015	232,301.00	99.62	232,123.45	0.32%	NR / NR	0.37
	1.5% Due 5/15/2019		1.58%	232,934.36	2.52%	162.78	(810.91)	NR	0.37
89113XX33	Toronto Dominion NY Yankee CD	500,000.00	05/23/2018	500,000.00	100.00	500,000.00	0.71%	P-1 / A-1+	0.39
	2.68% Due 5/24/2019		2.68%	500,000.00	2.68%	8,263.33	0.00	F-1+	0.39
06740KJJ7	Barclays Bank Delaware Negotiable CD	245,000.00	09/16/2015	245,000.00	99.60	244,011.67	0.34%	NR / NR	0.71
	1.9% Due 9/16/2019		1.90%	245,000.00	2.47%	1,364.62	(988.33)	NR	0.70
49306SXK7	Key Bank Negotiable CD	245,000.00	03/08/2017	245,000.00	98.73	241,898.06	0.34%	NR / NR	1.19
	1.7% Due 3/9/2020		1.70%	245,000.00	2.79%	1,312.26	(3,101.94)	NR	1.16
40434AZ44	HSBC Bank USA NA Callable Neg. CD S/A	245,000.00	09/16/2016	244,510.00	97.74	239,461.53	0.34%	NR / NR	1.52
	7/8/2018		1.45%	244,804.85	2.93%	1,663.32	(5,343.32)	NR	1.48
	1.4% Due 7/8/2020								
254672L89	Discover Bank Negotiable CD	245,000.00	10/26/2016	245,000.00	96.94	237,512.80	0.33%	NR / NR	1.82
	1.5% Due 10/26/2020		1.50%	245,000.00	3.24%	674.59	(7,487.20)	NR	1.77
66476QBW7	Northern Nevada Bank Callable Neg CD	245,000.00	06/29/2017	245,000.00	97.66	239,272.15	0.33%	NR / NR	2.00
	Qtrly 6/29/18 1.85% Due 12/29/2020		1.85%	245,000.00	3.06%	37.25	(5,727.85)	NR	1.96

## **Holdings Report**

Account #10594



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
NEGOTIABLE (	CD								
94986TXN2	Wells Fargo Callable Neg CD Qtrly 9/4/18 1.15% Due 3/4/2021	243,000.00	03/04/2016 1.15%	243,000.00 243,000.00	99.82 2.20%	242,561.63 911.08	0.34% (438.37)	NR / NR NR	2.18 0.17
20033AQU3	Comenity Capital Bank Negotiable CD 1.65% Due 6/30/2021	245,000.00	06/30/2016 1.65%	245,000.00 245,000.00	96.32 3.19%	235,977.63 22.15	0.33% (9,022.37)	NR / NR NR	2.50 2.44
48126XAH8	JP Morgan Chase Bank NA Callable Neg. CD Qtrly 8/16/17 1.65% Due 8/16/2021	245,000.00	08/16/2016 1.65%	245,000.00 245,000.00	95.75 3.34%	234,597.55 509.47	0.33% (10,402.45)	NR / NR NR	2.63 2.55
Total Negotial	ole CD	3,681,000.00	1.86%	3,679,941.05 3,680,794.78	2.73%	3,636,363.91 23,072.76	5.09% (44,430.87)	Aaa / AAA AAA	1.10 0.94
SUPRANATION	NAL								
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/9/2020	750,000.00	05/22/2018 2.81%	737,865.00 740,858.30	99.07 2.64%	743,000.25 2,302.08	1.04% 2,141.95	Aaa / AAA AAA	1.86 1.80
459058GH0	Intl. Bank Recon & Development Note 2.75% Due 7/23/2021	750,000.00	07/24/2018 2.86%	747,607.50 747,955.54	100.41 2.58%	753,050.25 8,937.50	1.06% 5,094.71	Aaa / AAA NR	2.56 2.43
Total Suprana	tional	1,500,000.00	2.84%	1,485,472.50 1,488,813.84	2.61%	1,496,050.50 11,239.58	2.10% 7,236.66	Aaa / AAA AAA	2.21 2.12
US CORPORAT	TE								
40428HPV8	HSBC USA Inc Note 2.75% Due 8/7/2020	250,000.00	10/10/2018 3.26%	247,772.50 248,043.82	98.91 3.45%	247,279.75 2,750.00	0.35% (764.07)	A2 / A AA-	1.60 1.53
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	500,000.00	09/27/2018 3.21%	490,920.00 492,013.40	98.57 3.10%	492,849.50 1,852.78	0.69% 836.10	A3 / A A	1.84 1.78
459200JF9	IBM Corp Note 2.25% Due 2/19/2021	500,000.00	06/26/2018 3.07%	489,640.00 491,643.43	97.99 3.23%	489,926.00 4,125.00	0.69% (1,717.43)	A1 / A A	2.14 2.04
69371RN93	Paccar Financial Corp Note 2.8% Due 3/1/2021	300,000.00	07/23/2018 3.12%	297,585.00 297,991.74	99.09 3.23%	297,283.20 2,800.00	0.42% (708.54)	A1 / A+ NR	2.17 2.06
06406FAA1	Bank of NY Mellon Corp Callable Note Cont 03/15/2021 2.5% Due 4/15/2021	500,000.00	08/24/2018 3.05%	493,125.00 494,026.40	98.77 3.06%	493,843.00 2,638.89	0.69% (183.40)	A1 / A AA-	2.29 2.19

## **Holdings Report**

Account #10594



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORAT	E								
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	350,000.00	06/28/2018 3.08%	349,247.50 349,381.18	100.08 2.96%	350,283.15 1,458.33	0.49% 901.97	A2 / A+ NR	2.36 2.26
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	500,000.00	10/12/2018 3.30%	483,360.00 484,714.42	97.19 3.18%	485,962.00 1,137.50	0.68% 1,247.58	A1 / A AA-	2.38 2.30
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	320,000.00	Various 3.09%	321,372.10 321,092.75	100.49 3.03%	321,561.60 1,155.56	0.45% 468.85	A2 / A A	2.39 2.20
931142EJ8	Wal-Mart Stores Note 3.125% Due 6/23/2021	290,000.00	06/20/2018 3.13%	289,985.50 289,988.00	100.71 2.83%	292,060.45 201.39	0.41% 2,072.45	Aa2 / AA AA	2.48 2.37
02665WBG5	American Honda Finance Note 1.7% Due 9/9/2021	500,000.00	07/20/2018 3.19%	478,045.00 481,137.52	96.14 3.21%	480,680.00 2,644.44	0.67% (457.52)	A2 / A+ NR	2.69 2.58
89233P5F9	Toyota Motor Credit Corp Note 3.4% Due 9/15/2021	500,000.00	05/31/2018 3.03%	505,785.00 504,766.96	100.78 3.09%	503,919.50 5,005.56	0.71% (847.46)	Aa3 / AA- A+	2.71 2.54
24422ETL3	John Deere Capital Corp Note 2.65% Due 1/6/2022	500,000.00	Various 3.29%	489,627.50 490,942.49	98.09 3.32%	490,438.00 6,440.98	0.69% (504.49)	A2 / A A	3.02 2.83
74005PBA1	Praxair Callable Note Cont 11/15/2021 2.45% Due 2/15/2022	300,000.00	06/27/2018 3.15%	292,848.00 293,850.47	98.10 3.09%	294,294.90 2,776.67	0.41% 444.43	A2 / A NR	3.13 2.95
037833CQ1	Apple Inc Callable Note Cont 4/11/22 2.3% Due 5/11/2022	500,000.00	10/30/2018 3.30%	483,395.00 484,182.03	97.59 3.06%	487,965.00 1,597.22	0.68% 3,782.97	Aa1 / AA+ NR	3.36 3.19
68389XBB0	Oracle Corp Callable Note Cont 3/15/2022 2.5% Due 5/15/2022	500,000.00	Various 3.28%	486,304.00 487,796.80	97.85 3.18%	489,266.50 1,597.23	0.68% 1,469.70	A1 / AA- A	3.37 3.19
084664BT7	Berkshire Hathaway Note 3% Due 5/15/2022	500,000.00	12/11/2018 3.31%	495,015.00 495,090.83	99.77 3.07%	498,853.00 1,916.67	0.70% 3,762.17	Aa2 / AA A+	3.37 3.17
09247XAJ0	Blackrock Inc Note 3.375% Due 6/1/2022	500,000.00	11/28/2018 3.36%	500,215.00 500,209.62	100.75 3.14%	503,727.50 1,406.25	0.70% 3,517.88	Aa3 / AA- NR	3.42 3.20
Total US Corpo	rate	7,310,000.00	3.20%	7,194,242.10 7,206,871.86	3.13%	7,220,193.05 41,504.47	10.10% 13,321.19	A1 / A+ A+	2.68 2.54
US TREASURY									
912796QS1	US Treasury Bill 2.174% Due 1/10/2019	1,600,000.00	12/31/2018 2.21%	1,599,033.78 1,599,130.40	99.95 2.21%	1,599,130.40 0.00	2.22% 0.00	P-1 / A-1+ F-1+	0.03 0.03

## **Holdings Report**

Account #10594



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828WW6	US Treasury Note 1.625% Due 7/31/2019	600,000.00	08/29/2018 2.44%	595,593.75 597,224.72	99.46 2.55%	596,788.80 4,080.16	0.84% (435.92)	Aaa / AA+ AAA	0.58 0.57
9128283S7	US Treasury Note 2% Due 1/31/2020	750,000.00	08/24/2018 2.57%	744,082.03 745,521.84	99.35 2.61%	745,107.75 6,277.17	1.04% (414.09)	Aaa / AA+ AAA	1.08 1.06
9128283Y4	US Treasury Note 2.25% Due 2/29/2020	750,000.00	06/25/2018 2.51%	746,835.94 747,811.48	99.60 2.60%	746,982.75 5,733.77	1.05% (828.73)	Aaa / AA+ AAA	1.16 1.13
912828X21	US Treasury Note 1.5% Due 4/15/2020	750,000.00	07/23/2018 2.62%	735,937.50 739,525.55	98.67 2.56%	740,010.00 2,410.71	1.03% 484.45	Aaa / AA+ AAA	1.29 1.26
9128284J6	US Treasury Note 2.375% Due 4/30/2020	750,000.00	11/29/2018 2.80%	745,605.47 745,877.47	99.73 2.58%	748,008.00 3,050.76	1.04% 2,130.53	Aaa / AA+ AAA	1.33 1.30
912828XH8	US Treasury Note 1.625% Due 6/30/2020	750,000.00	05/31/2018 2.43%	737,753.91 741,213.71	98.65 2.55%	739,863.00 33.67	1.03% (1,350.71)	Aaa / AA+ AAA	1.50 1.47
912828Y46	US Treasury Note 2.625% Due 7/31/2020	750,000.00	10/31/2018 2.87%	746,894.53 747,195.84	100.12 2.55%	750,908.25 8,238.79	1.06% 3,712.41	Aaa / AA+ AAA	1.58 1.53
912828VV9	US Treasury Note 2.125% Due 8/31/2020	750,000.00	08/28/2018 2.66%	742,236.33 743,560.28	99.34 2.53%	745,019.25 5,415.23	1.04% 1,458.97	Aaa / AA+ AAA	1.67 1.61
912828L65	US Treasury Note 1.375% Due 9/30/2020	750,000.00	06/27/2018 2.53%	731,044.92 735,341.40	98.04 2.53%	735,264.00 2,634.79	1.03% (77.40)	Aaa / AA+ AAA	1.75 1.71
912828WC0	US Treasury Note 1.75% Due 10/31/2020	750,000.00	07/20/2018 2.64%	735,292.97 738,160.04	98.63 2.52%	739,746.00 2,247.93	1.03% 1,585.96	Aaa / AA+ AAA	1.84 1.78
912828A42	US Treasury Note 2% Due 11/30/2020	750,000.00	11/28/2018 2.85%	737,695.31 738,250.03	99.07 2.50%	743,056.50 1,318.68	1.03% 4,806.47	Aaa / AA+ AAA	1.92 1.86
912828N89	US Treasury Note 1.375% Due 1/31/2021	750,000.00	10/30/2018 2.86%	725,859.38 727,677.99	97.71 2.51%	732,802.50 4,315.56	1.02% 5,124.51	Aaa / AA+ AAA	2.09 2.02
912828U81	US Treasury Note 2% Due 12/31/2021	750,000.00	11/08/2018 3.05%	726,650.39 727,728.38	98.63 2.48%	739,746.00 41.44	1.03% 12,017.62	Aaa / AA+ AAA	3.00 2.89
912828W89	US Treasury Note 1.875% Due 3/31/2022	750,000.00	09/27/2018 2.92%	724,013.67 725,942.34	98.13 2.48%	735,937.50 3,592.89	1.03% 9,995.16	Aaa / AA+ AAA	3.25 3.11
912828XR6	US Treasury Note 1.75% Due 5/31/2022	750,000.00	09/24/2018 2.93%	719,208.98 721,454.16	97.63 2.48%	732,187.50 1,153.85	1.02% 10,733.34	Aaa / AA+ AAA	3.42 3.28
912828XW5	US Treasury Note 1.75% Due 6/30/2022	350,000.00	09/07/2018 2.80%	336,792.97 337,867.41	97.58 2.48%	341,523.35 16.92	0.47% 3,655.94	Aaa / AA+ AAA	3.50 3.37

#### **Vallecitos Water District Consolidated Account**

### **Holdings Report**

Account #10594

As of December 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY	,								
9128282P4	US Treasury Note 1.875% Due 7/31/2022	1,000,000.00	12/28/2018 2.53%	977,617.19 977,634.30	97.93 2.48%	979,258.00 7,846.47	1.37% 1,623.70	Aaa / AA+ AAA	3.58 3.41
912828L24	US Treasury Note 1.875% Due 8/31/2022	750,000.00	09/20/2018 2.94%	720,439.45 722,533.32	97.86 2.49%	733,945.50 4,778.14	1.03% 11,412.18	Aaa / AA+ AAA	3.67 3.49
Total US Treas	sury	14,800,000.00	2.66%	14,528,588.47 14,559,650.66	2.49%	14,625,285.05 63,186.93	20.42% 65,634.39	Aaa / AA+ AAA	1.89 1.82
TOTAL PORTF	OLIO	72,197,915.65	2.28%	71,765,137.24 71,824,028.14	2.54%	71,611,720.97 311,863.61	100.00% (212,307.17)	Aa1 / AA+ AAA	1.28 1.16
TOTAL MARKET VALUE PLUS ACCRUED				-		71,923,584.58	<del>_</del>		

## VALLECITOS WATER DISTRICT SUMMARY OF LEGAL FEES

Matter Description		/lar-18	Apr-18	Λ	/lay-18	J	un-18	Jul-18	Aug-18	9	Sep-18	Oct-18
General Counsel Services	\$	2,417	\$ 10,376	\$	6,959	\$	4,112	\$ 3,223	\$ 14,057	\$	6,416	\$ 7,639
Fees and Taxes			208		3,274		1,765	182			1,040	
Labor/Employment			377		1,385		522	609			493	3,770
Engineering - Construction/Contracting			6,797		11,150		2,288	2,059	1,274		1,947	1,404
VWD v. Brian Thomas Boyd								658	1,730		3,375	494
Annual Public Policy & Ethics Program								4,600				
Total	\$	2,417	\$ 17,758	\$	22,767	\$	8,687	\$ 11,331	\$ 17,061	\$	13,271	\$ 13,308

**DATE: JANUARY 16, 2019** 

TO: BOARD OF DIRECTORS

SUBJECT: APPROVAL OF AGREEMENT FOR PAYMENT OF CAPACITY FEES FOR

**SUNSHINE MOUNTAIN VINEYARD, INC; APN 182-190-91** 

#### **BACKGROUND:**

Zhanhong Bao, owner of the subject property, has requested approval to finance the Water Capital Facility Fees due for a new 2-inch irrigation meter for the Sunshine Mountain Vineyard.

The 11.57-acre Sunshine Mountain Vineyard property is located at 2284 Sunshine Mountain Road, north of Buena Creek Road and west of Twin Oaks Valley Road.

#### **DISCUSSION:**

A "Payment Agreement" is entered between the District and the property owner to allow payment of required fees over time.

The Sunshine Mountain Vineyard property currently has a 3/4-inch meter on the property that was intended to serve a single-family residence. The property was converted into a winery and a vineyard was planted. Over time, the property's water usage has increased to the point where the existing meter cannot accommodate the demand. An additional 2-inch water meter is needed to serve the vineyard while the existing 3/4-inch meter will serve the winery's domestic water use. The required \$61,648.00 in Water Capital Facility Fees for the new 2-inch meter were not anticipated by the property owner and would cause financial hardship if required to be paid immediately.

The owner is requesting a Payment Agreement for the \$61,648.00 in Water Capital Facility Fees plus \$9,861.71 in interest at the rate of 6.0%. Payments of \$1,191.83 will be made monthly for a period of 60 months.

The Payment Agreement will not include \$28,147.00 in San Diego County Water Authority Capacity Fees which are due and payable at the current rate prior to installation of the new meter.

#### **FISCAL IMPACT:**

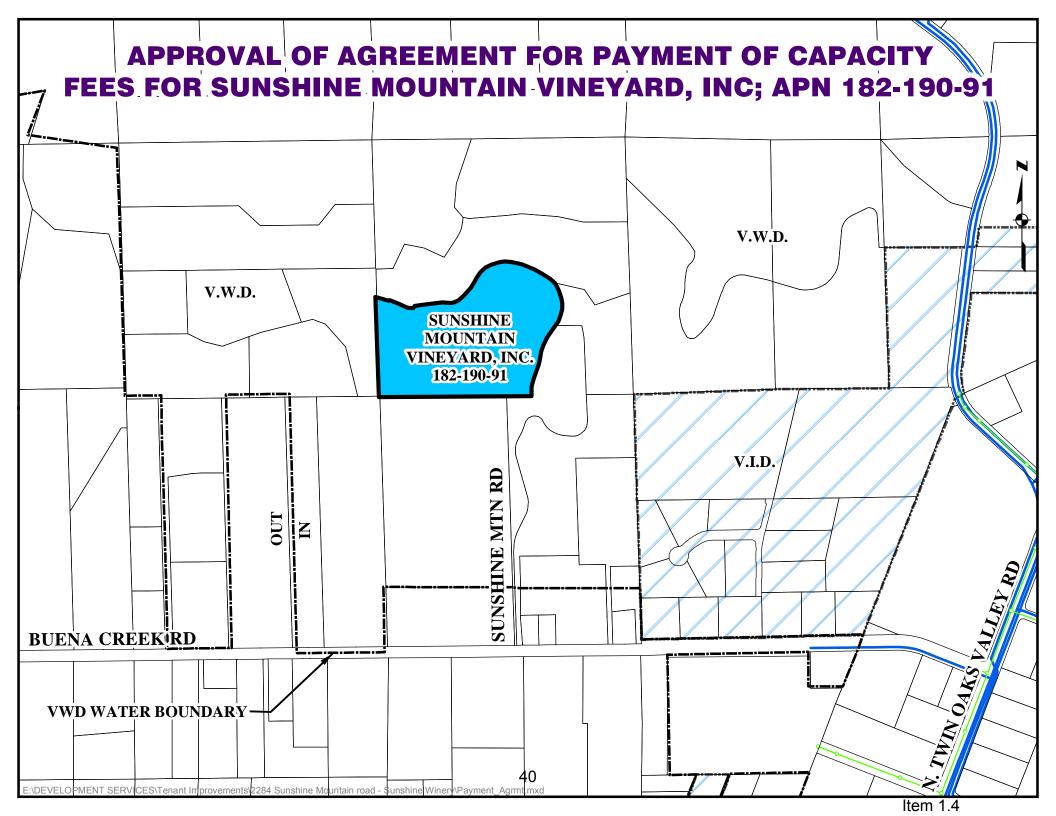
Payment of \$61,648.00 in Water Capital Facility Fees will be collected in accordance with Ordinance No. 176 in regular monthly payments along with the \$9,861.71 in total interest.

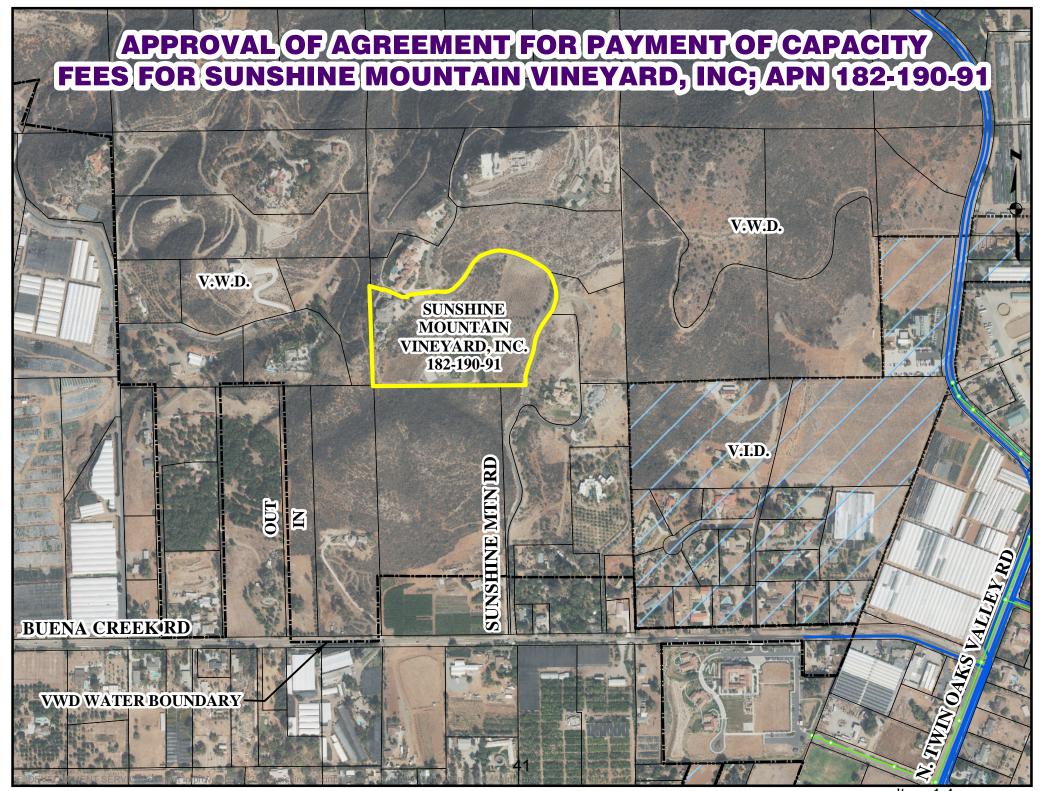
#### **RECOMMENDATION:**

Approve the Agreement for Payment of Capacity Fees with the Sunshine Mountain Vineyard.

#### **ATTACHMENTS:**

2 Map Exhibits – 1 Plat & 1 Aerial Payment Agreement





Item 1.4

### Recording Requested By, and When Recorded, Return to:

Vallecitos Water District 201 Vallecitos de Oro San Marcos, CA 92069 Attn: District Engineer

Space Above this Line for Recorders Use No Recording Fee Pursuant to Cal. Gov't Code §§ 6103, 27383

# AGREEMENT FOR PAYMENT OF CAPACITY FEES BETWEEN VALLECITOS WATER DISTRICT AND SUNSHINE MOUNTAIN VINEYARD, INC.

This Agreement for Payment of Capacity Fees ("Agreement") is made and entered into as of \_\_\_\_\_\_\_, 2018 (the "Effective Date"), by and between the VALLECITOS WATER DISTRICT, (hereinafter referred to as the "District"), a County Water District formed under Division 12 of the California Water Code, and SUNSHINE MOUNTAIN VINEYARD, INC. (the "Owner"), as legal owner of that certain property located within the service area of the District and more particularly described in Exhibit A hereto (the "Property"). The District and Owner are sometimes referred to individually as "Party" and collectively as "Parties."

#### **RECITALS**

- A. The District provides water service to properties within its service area in San Diego County, including the Property.
- B. The District requires property owners to pay for their share of capacity in the water system based on the demand of a particular project on the District's water system through the analysis of land designation, size of property to be served, and type of use, all as set forth in Ordinance No. 175 adopted on April 18, 2012, in order to ensure all property owners pay for the demand they place on the water system.
- C. More specifically, Ordinance No. 175 assigns equivalent dwelling units ("EDU") to properties based on estimated water usage, with each EDU equal to projected 500 gallons of water usage per day and requires a connection to be maintained at a size corresponding to the number of assigned EDUs to the property as set forth in Exhibit A to the Ordinance.
- D. Upon connecting to the District's water system, or upon request to increase capacity available to serve the respective property, a property owner is required to pay the capacity fee corresponding to the meter size connection to the water system.
- E. Owner previously connected to the District's water system with a 3/4" water meter and paid the then-applicable capacity fee. As a result of a change in the use of the Property,

additional capacity is required to serve the Property, which will require that the Owner install an additional 2" meter.

- F. Consequently, Owner is responsible for paying the capacity fee for a 2" meter (the "Capacity Fee").
- G. Owner has requested, and the District has agreed, to finance the Capacity Fee over a period of 5 years. This Agreement serves a public purpose in encouraging the orderly development of property within the District's service area, while ensuring payment of fees necessary for the ongoing functioning of the water system.
- H. Therefore, to maintain connection to the water system as needed for the Property prior to payment in full of the Capacity Fees, the Parties enter into this Agreement to establish the terms for payment of the Capacity Fees, and to record such obligation as a covenant against the Property and running with the land, which lien shall be released upon satisfaction of the obligations set forth herein.

#### **AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Mutual Agreement.
  - 1.1 Total Amount of the Capacity Fee Due Under this Agreement:
    - (i) The total amount of Capacity Fee due under this Agreement is \$71,509.71 broken down as follows:
      - \$61,648.00 for the Capacity Fee, which equals the District portion of the current capacity fee for a 2" meter;
      - \$9,861.71, which represents the total interest to be accrued on the Capacity Fee at a rate of 6%.

Item 1.4

1.2 Upon payment of One Thousand One Hundred Ninety One Dollars and 83 Cents (\$1,191.83) as partial payment of the Capacity Fee (the "Initial Payment"), and upon completion of all other requirements of the District for the Property, the District agrees to continue to provide water service to the Property, and Owner agrees to fulfill the terms of this Agreement.

#### 2. Term.

The term of this Agreement shall be five (5) years, commencing on the Effective Date hereof. This Agreement shall terminate automatically upon the five (5) year anniversary of the Effective Date, upon termination by the District pursuant to Section 5 hereof, or upon payment in full of the Capacity Fee due hereunder, whichever date comes first (the "Termination Date").

#### 3. Terms of Payment:

This Agreement is applicable only to the Property and the Owner, as identified above.

- 3.1 Owner shall be required to pay, as of the Effective Date hereof, the Initial Payment of One Thousand One Hundred Ninety-One Dollars and 83 Cents. (\$1,191.83).
- 3.2 Owner shall pay an additional (59) monthly payments, each of One Thousand One Hundred Ninety-One Dollars and 83 Cents (\$1,191.83), with the final monthly payment to be paid prior to the Termination Date, pursuant to the schedule shown in Exhibit "B":
- 3.3 Owner agrees and acknowledges that Owner shall not be billed separately for installments of the Capacity Fee due hereunder, and that it shall be Owner's sole responsibility to remit each monthly installment of the Capacity Fee on the first business day of each month for the duration of this Agreement.
  - 3.4 Unpaid balances may be paid in advance without any pre-payment penalty.

#### 4. Covenant; Recordation:

- 4.1 To obtain a connection to the water system prior to payment in full of all Capacity Fees, Owner covenants to make payments in accordance with the terms and conditions of this Agreement.
- 4.2 Owner agrees that this Agreement and the conditions and obligations herein shall be binding on and shall inure to the benefit of the District, and its successors, heirs, personal representatives, or assigns, and are intended to run with the land.
  - 4.3 Owner agrees that this Agreement shall be recorded against the Property.

#### 5. Events of Default:

The following events shall each constitute an Event of Default hereunder:

- 5.1 Failure to make any installment due hereunder, provided the District shall provide a grace period of five (5) business days from the due date of each installment.
- 5.2 Owner's sale of the Property or rental, either on a short-term or long-term basis, of such Property.
  - 5.3 Failure to comply with any other provision hereunder.

#### 6. Remedies:

If an Event of Default occurs, Owner agrees and acknowledges that such a default shall be treated in the same way as a violation of any of the District's ordinances, rules, or regulations, as they exist on the date of such Event of Default, and all remedies existing thereunder shall be

available to the District in the enforcement of this Agreement. In addition, upon occurrence of an Event of Default, the District shall have the following additional remedies:

- 6.1 The District may terminate this Agreement and declare all Capacity Fees immediately due and payable on the date thereof.
- 6.2 If Owner fails to pay such Capacity Fees, the District may initiate proceedings for termination of water service in accordance with the District's ordinances, rules, or regulations, or whatever policy for termination of water service exists at such time. Water service shall not be resumed until all delinquent charges, including the Capacity Fees due hereunder, as well as costs of disconnection and reconnection, have been paid in full to the District.
- 6.3 The District may exercise any and all other remedies available to the District under law.

#### 7. <u>Laws, Venue, and Attorneys' Fees</u>:

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

#### 8. Release and Termination of Covenant:

Upon satisfaction of the conditions and covenants set forth herein, including the obligation to pay the amounts set forth in Section 3 of this Agreement, the Parties agree that the encumbrance on title to the Property created by this Agreement shall be released and terminated, and that the District shall provide any and all assistance deemed necessary to terminate and release such covenant from title.

#### 9. Incorporation of Recitals and Exhibits:

Each of the exhibits attached hereto (if any) is incorporated herein by this reference. The Parties hereby affirm the facts set forth in the Recitals, above, and agree to the incorporation of the Recitals as though fully set forth herein.

#### 10. Entire Agreement:

This Agreement memorializes and constitutes a final expression and a complete and exclusive statement of the Agreement and understanding between the parties and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or unwritten. Each of the Parties to this Agreement acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warning whatsoever, express or implied, which is not expressly contained in this Agreement.

#### 11. Time is of the Essence:

Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with diligence to complete all covenants and conditions.

#### 12. <u>Counterparts</u>:

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

#### 13. No Third Party Beneficiaries:

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

#### 14. Invalidity; Severability:

If any part of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

#### 15. Authority to Enter Agreement:

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

#### 16. Waiver:

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

#### 17. Amendment; Modification:

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

#### 18. Recording:

The District may record this Agreement in the San Diego County Records.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement for Payment of Fees as of the Effective Date first above written.

	DISTRICT:	
Date:		
	By:	
	Name:	
A notary public or other officer completing		
verifies only the identity of the individual we document to which this certificate is attached truthfulness, accuracy, or validity of that do	ed, and not the	
STATE OF CALIFORNIA	)	
COUNTY OF SAN DIEGO	)	
On, 2018 before me Public, personally appeared me on the basis of satisfactory evidence to be	e,	, Notary
Public, personally appeared		, who proved to
me on the basis of satisfactory evidence to be the within instrument and acknowledged to r his/her/their authorized capacity(ies), and the person(s), or the entity upon behalf of which	me that he/she/they exe at by his/her/their signa	ecuted the same in ature(s) on the instrument the
I certify under PENALTY OF PERJURY un foregoing paragraph is true and correct.	der the laws of the Sta	te of California that the
WITNESS my hand and official seal.		
Signature:	(sea	al)

Date: 12, 22, 2018 By: Sunshine Mountain Vineyard, Inc. Its: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA **COUNTY OF SAN DIEGO** On /2/22/20/8, 2018 before me, HAMU EMAY ITAN NAEIN/Notary Public, personally appeared FANG ZHANG, who proved to \_\_\_\_, 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. HAMID EMADIAN NAEINI COMM. # 2225520 MY COMM. EXP. JAN. 12, 2022

**OWNER:** 

Signature:

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF PROPERTY

#### [INSERT LEGAL DESCRIPTION]

#### PARCEL 1:

PARCEL "B" AS SHOWN ON THAT CERTAIN CORRECTED CERTIFICATE OF COMPLIANCE, AS EVIDENCED BY DOCUMENT RECORDED JUNE 1, 2011 AS INSTRUMENT NO. 2011-0280787 OF OFFICIAL RECORDS.BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 AS SHOWN ON RECORD OF SURVEY MAP NO. 18397; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 01° 53' 33" WEST 528.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 01° 53' 33" WEST 370.63 FEET: THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 35' 20" WEST 230.29 FEET; THENCE NORTH 78° 30' 24" WEST 135.88 FEET; THENCE NORTH 85° 21' 00" WEST 190.19 FEET; THENCE SOUTH 83° 24' 26" WEST 72.38 FEET; THENCE SOUTH 85° 28' 33" WEST 202.86 FEET; THENCE NORTH 79° 40' 02" WEST 31.05 FEET TO THE BEGINNING OF A NON-TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 40' 21" EAST: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 50' 10" A DISTANCE OF 114.62 FEET; THENCE SOUTH 33° 09' 49" WEST 118.16 FEET; THENCE NORTH 65° 39' 44" WEST 116.42 FEET; THENCE NORTH 79° 04' 18" WEST 102.61 FEET; THENCE SOUTH 25° 22' 29" WEST 140.00 FEET; THENCE SOUTH 88° 12' 33" WEST 90.16 FEET TO THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER: THENCE ALONG SAID WESTERLY LINE, SOUTH 01° 47' 26" EAST 142.91 FEET TO POINT 'A' HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 01° 47' 26" EAST 519.71 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER NORTH 89° 33' 22" EAST 795.90 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 4° 41' 13' EAST 42.95 FEET TO A TANGENT 250.00 RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 58' 01" AN ARC DISTANCE OF 87.12 FEET TO A POINT OF REVERSE CURVATURE WITH A 250.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY: THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41' 45" AN ARC DISTANCE OF 77.21 FEET TO A POINT OF REVERSE CURVATURE WITH A 250.00 RADIUS CURVE CONCAVE SOUTHEASTERLY: THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 23' 48" AN ARC DISTANCE OF 132.63 FEET; THENCE NORTH 37° 21' 18" EAST 50.00 FEET TO A TANGENT 175.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55° 56' 19" AN ARC DISTANCE OF 170.85 FEET TO A POINT OF COMPOUND CURVATURE WITH A 229.81 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 16' 00" AN ARC DISTANCE OF 65.25 FEET TO POINT (B' HEREIN DESCRIBED; THENCE NON-TANGENT TO SAID CURVE SOUTH 77° 17'47" EAST 150.11 FEET; THENCE SOUTH 34° 27' 56" EAST 97.47 FEET; THENCE NORTH

EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED

70° 35' 45" EAST 193.14 FEET TO THE TRUE POINT OF BEGINNING.

#### LINE:

BEGINNING AT SAID POINT 'A' HEREIN ABOVE DESCRIBED; THENCE SOUTH 73° 22' 56" EAST 74.81 FEET; THENCE NORTH 51° 20' 46" EAST 7.16 FEET; THENCE SOUTH 66° 04' 35" EAST 102.01 FEET; THENCE SOUTH 79° 31' OS" EAST 26.15 FEET; THENCE NORTH 24° 42' 13" EAST 18.30 FEET; THENCE NORTH 84° 30' 12" EAST 46.14 FEET; THENCE NORTH 80° 38' 24" EAST 75.42 FEET; THENCE NORTH 87° 49' 43" EAST 26.66 FEET TO A NON-TANGENT 100.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 1 53'

37" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56° 30' 29" A DISTANCE OF 98.63 FEET TO THE BEGINNING OF A TANGENT 275.00 FOOT RADIUS COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 07' 28" A DISTANCE OF 120.59

FEET TO THE BEGINNING OF A TANGENT 180.00 FOOT RADIUS REVERSE CURVE CONCAVE SOUTHEASTERLY:

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74° 00' 00" A DISTANCE OF 232.48 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 06' 38" A DISTANCE OF 252.20 FEET TO POINT 'B' HEREIN DESCRIBED, THE POINT OF ENDING.

EXHIBIT "B"

Payment #	Month	Payment	Principal	Interest	Balance
0					\$ 61,648.00
1	1/1/2019	\$ 1,191.83	\$ 883.59	\$ 308.24	60,764.41
2	2/1/2019	1,191.83	888.01	303.82	59,876.40
3	3/1/2019	1,191.83	892.45	299.38	58,983.96
4	4/1/2019	1,191.83	896.91	294.92	58,087.05
5	5/1/2019	1,191.83	901.39	290.44	57,185.66
6	6/1/2019	1,191.83	905.90	285.93	56,279.76
7	7/1/2019	1,191.83	910.43	281.40	55,369.33
8	8/1/2019	1,191.83	914.98	276.85	54,454.34
9	9/1/2019	1,191.83	919.56	272.27	53,534.79
10	10/1/2019	1,191.83	924.15	267.67	52,610.63
11	11/1/2019	1,191.83	928.78	263.05	51,681.86
12	12/1/2019	1,191.83	933.42	258.41	50,748.44
13	1/1/2020	1,191.83	938.09	253.74	49,810.35
14	2/1/2020	1,191.83	942.78	249.05	48,867.58
15	3/1/2020	1,191.83	947.49	244.34	47,920.08
16	4/1/2020	1,191.83	952.23	239.60	46,967.86
17	5/1/2020	1,191.83	956.99	234.84	46,010.87
18	6/1/2020	1,191.83	961.77	230.05	45,049.09
19	7/1/2020	1,191.83	966.58	225.25	44,082.51
20	8/1/2020	1,191.83	971.42	220.41	43,111.09
21	9/1/2020	1,191.83	976.27	215.56	42,134.82
22	10/1/2020	1,191.83	981.15	210.67	41,153.67
23	11/1/2020	1,191.83	986.06	205.77	40,167.61
24	12/1/2020	1,191.83	990.99	200.84	39,176.62
25	1/1/2021	1,191.83	995.95	195.88	38,180.67
26	2/1/2021	1,191.83	1,000.93	190.90	37,179.74
27	3/1/2021	1,191.83	1,005.93	185.90	36,173.82
28	4/1/2021	1,191.83	1,010.96	180.87	35,162.86
29	5/1/2021	1,191.83	1,016.01	175.81	34,146.84
30	6/1/2021	1,191.83	1,021.09	170.73	33,125.75
31	7/1/2021	1,191.83	1,026.20	165.63	32,099.55
32	8/1/2021	1,191.83	1,031.33	160.50	31,068.22
33	9/1/2021	1,191.83	1,036.49	155.34	30,031.73
34	10/1/2021	1,191.83	1,041.67	150.16	28,990.06
35	11/1/2021	1,191.83	1,046.88	144.95	27,943.18
36	12/1/2021	1,191.83	1,052.11	139.72	26,891.07
37	1/1/2022	1,191.83	1,057.37	134.46	25,833.69
38	2/1/2022	1,191.83	1,062.66	129.17	24,771.03
39	3/1/2022	1,191.83	1,067.97	123.86	23,703.06
40	4/1/2022	1,191.83	1,073.31	118.52	22,629.75
41	5/1/2022	1,191.83	1,078.68	113.15	21,551.07
42	6/1/2022	1,191.83	1,084.07	107.76	20,467.00
43	7/1/2022	1,191.83	1,089.49	102.33	19,377.50
44	8/1/2022	1,191.83	1,094.94	96.89	18,282.56
45	9/1/2022	1,191.83	1,100.42	91.41	17,182.14
46	10/1/2022	1,191.83	1,105.92	85.91	16,076.23
47	11/1/2022	1,191.83	1,111.45	80.38	14,964.78
48	12/1/2022	1,191.83	1,117.00	74.82	13,847.77
49	1/1/2023	1,191.83	1,122.59	69.24	12,725.19
50	2/1/2023	1,191.83	1,128.20	63.63	11,596.98
51	3/1/2023	1,191.83	1,133.84	57.98	10,463.14
52	4/1/2023	1,191.83	1,139.51	52.32	9,323.63
53	5/1/2023	1,191.83	1,145.21	46.62	8,178.42
54	6/1/2023	1,191.83	1,150.94	40.89	7,027.48
55	7/1/2023	1,191.83	1,156.69	35.14	5,870.79
56	8/1/2023	1,191.83	1,162.47	29.35	4,708.31
57	9/1/2023	1,191.83	1,168.29	23.54	3,540.03
58	10/1/2023	1,191.83	1,174.13	17.70	2,365.90
59	11/1/2023	1,191.83	1,180.00	11.83	1,185.90
60	12/1/2023	\$ 1,191.83	\$ 1,185.90	\$ 5.93	\$ 0.00

\$ 71,509.71 \$ 61,648.00 \$ 9,861.71

DATE: JANUARY 16, 2019 TO: BOARD OF DIRECTORS

SUBJECT: APPROVAL OF "EXCHANGE AGREEMENT FOR TEMPORARY

DELIVERY OF WATER" AND "TEMPORARY WATER SERVICE AGREEMENT BETWEEN VALLECITOS WATER DISTRICT AND VISTA IRRIGATION DISTRICT" FOR SUNSHINE MOUNTAIN VINEYARD, INC;

APN 182-190-91

#### **BACKGROUND:**

Zhanhong Bao, owner of the subject property, has requested approval of an "Exchange Agreement for Temporary Delivery of Water" and a "Temporary Water Service Agreement between Vallecitos Water District and Vista Irrigation District" to provide water for Sunshine Mountain Vineyard, a commercial vineyard and winery.

The 11.57-acre Sunshine Winery property is located at 2284 Sunshine Mountain Road, north of Buena Creek Road and west of Twin Oaks Valley Road.

#### **DISCUSSION:**

An "Exchange Agreement for Temporary Delivery of Water" is entered into between Vallecitos Water District and the property owner in which the District agrees to provide water service to the property through another District's facilities.

A "Temporary Water Service Agreement between Vallecitos Water District and Vista Irrigation District" is an agreement in which one District provides the water service to a property located in the other District's service boundary.

The property is within the Vallecitos Water District's water service boundary, but the District does not have water facilities available to serve the property. Vista Irrigation District has water facilities which front the property and has been providing service to the property through an existing 3/4-inch meter which has an existing "Exchange Agreement for Temporary Delivery of Water" and an existing "Temporary Water Service Agreement between Vallecitos Water District and Vista Irrigation District."

The property was converted to a winery and a vineyard was planted. Over time, the property's water usage has increased to the point where the existing meter cannot accommodate the demand. An additional 2-inch water meter is needed to serve the vineyard while the existing 3/4-inch meter will serve the winery's domestic water use. The new 2-inch meter will require a separate "Exchange Agreement for Temporary Delivery of Water" and a "Temporary Service Agreement between Vallecitos Water District and Vista Irrigation District."

#### **FISCAL IMPACT:**

Payment of \$61,648.00 in Water Capital Facility Fees will be collected in accordance with Ordinance No. 176 in regular monthly payments per a Payment Agreement under a separate agenda item. All other fees will cover actual costs and have no fiscal impact.

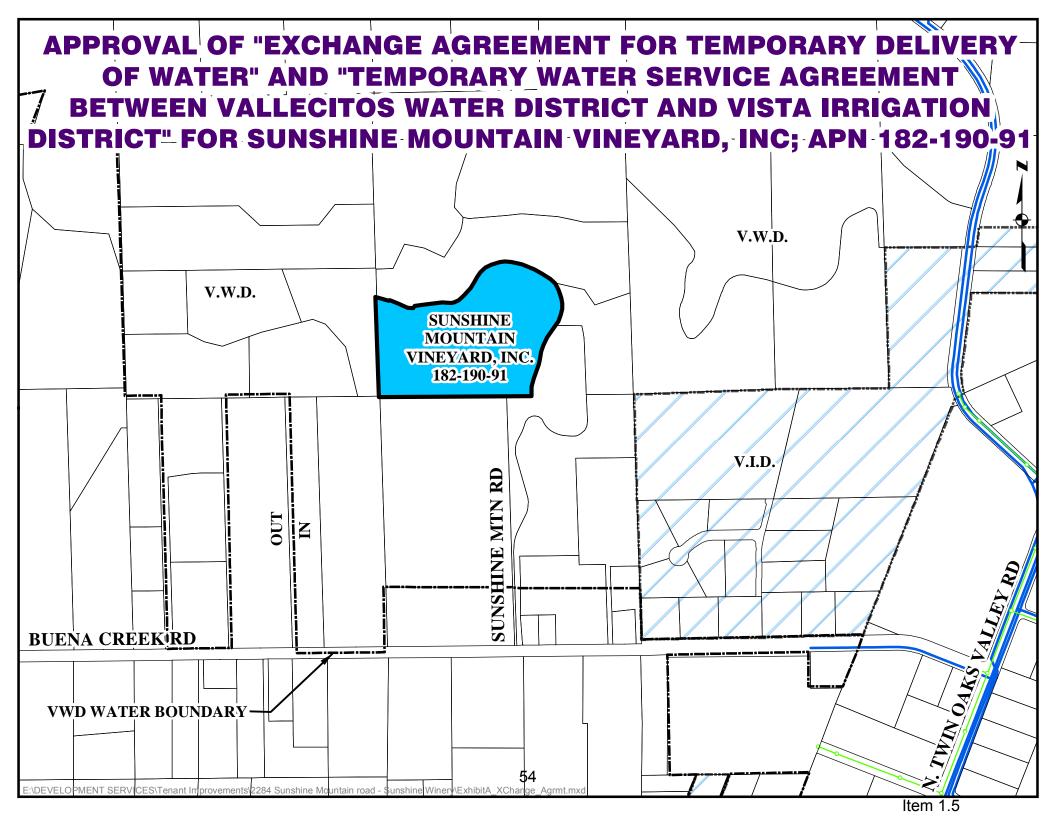
#### **RECOMMENDATION:**

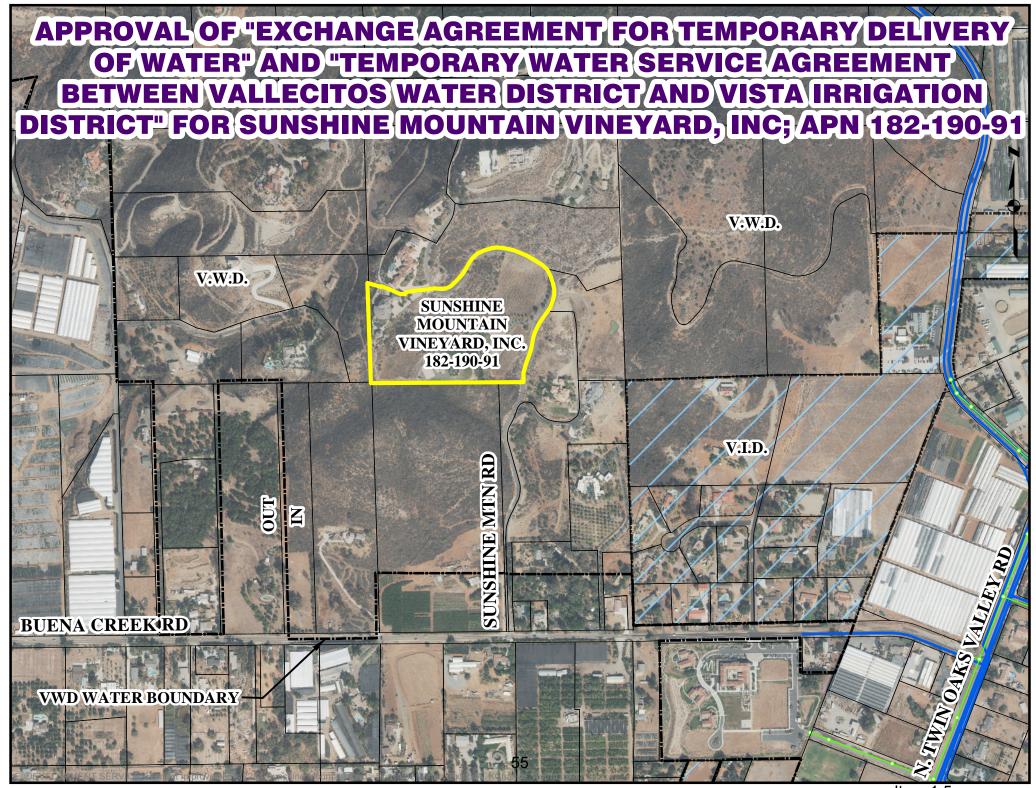
Approve the "Exchange Agreement for Temporary Delivery of Water" and the "Agreement for Temporary Delivery of Water and the Temporary Service Agreement between Vallecitos Water District and Vista Irrigation District" for the Sunshine Mountain Vineyard with the following conditions:

- 1. Payment of \$500.00 for staff time to prepare the Temporary Water Service Agreement per Ordinance No. 187.
- 2. Payment of \$500.00 for staff time to prepare the Exchange Agreement for Temporary Delivery of Water per Ordinance No. 187.
- 3. Payment of \$61,648.00 in Water Capital Facility Fees per separate Payment Agreement.
- 4. Payment of Vista Irrigation District meter installation costs to be determined by Vista Irrigation District.
- 5. Installation of meter to be performed by Vista Irrigation District.

#### **ATTACHMENTS:**

- 2 Map Exhibits 1 Plat & 1 Aerial
- Exchange Agreement for Temporary Delivery of Water
- Temporary Water Service Agreement between Vallecitos Water District and Vista Irrigation District





Item 1.5

Recording requested by & when recorded, mail to the:

Vallecitos Water District 201 Vallecitos de Oro San Marcos, CA 92069

APN: 182-190-91

(Space above for Recorder's use)

Document Transfer Tax: None

### EXCHANGE AGREEMENT FOR TEMPORARY DELIVERY OF WATER

This Agreement is made between VALLECITOS WATER DISTRICT ("VALLECITOS"), a County Water District organized and operating pursuant to the County Water District Law, California Water Code § 30000 et seq., and Zhanhong Bao (Sunshine Mountain Vineyard, Inc) ("PROPERTY OWNER").

#### **RECITALS**

- 1. PROPERTY OWNER is the owner of the real property (APN: 182-190-91) situated in the County of San Diego, State of California, described in Exhibit "A" attached hereto ("the PROPERTY").
  - 2. The PROPERTY lies within the boundaries of VALLECITOS.
- 3. PROPERTY OWNER desires to obtain water service for the PROPERTY and VALLECITOS has no water facilities at present to provide such service.
- **4.** The PROPERTY lies adjacent to water distribution facilities of the Vista Irrigation District ("VISTA"), and a surplus capacity exists at present in the facilities of VISTA which can be utilized for the delivery of water to the PROPERTY.
- 5. VISTA has agreed to provide water service to the PROPERTY, under a separate agreement (temporary water service agreement between Vallecitos Water District and Vista Irrigation District) hereto as Exhibit "B," as an alternative to and substitute for VALLECITOS pursuant Government Code § 56133(e).

#### **COVENANTS**

6. PROPERTY OWNER agrees to reimburse VISTA for the cost of backflow devices which may be installed by VISTA. PROPERTY OWNER shall be responsible for payment of any

Page 1 of 5

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backflow service charges. VISTA shall bill VALLECITOS for service charges and VALLECITOS shall bill PROPERTY OWNER.

- **7.** PROPERTY OWNER agrees to pay VALLECITOS the current Water Capital Facility Fee over a 5-year period per a separate financing agreement.
- **8.** PROPERTY OWNER agrees to pay VALLECITOS the current San Diego County Water Authority Fee.
- **9.** PROPERTY OWNER agrees to pay VALLECITOS the current installation deposit as determined by VISTA prior to installation of a water meter.
- 10. VALLECITOS shall charge PROPERTY OWNER for water delivered at its regularly established rates, or the VISTA rate, whichever is greater, and PROPERTY OWNER shall further pay such charges as may from time to time be established by VALLECITOS.
- 11. Should VALLECITOS or others hereafter install or provide a VALLECITOS water main capable of servicing PROPERTY OWNER's property, as determined by VALLECITOS, the temporary service connections permitted by this Agreement shall, upon sixty (60) days' written notice to PROPERTY OWNER by VALLECITOS at the address stated below, be terminated.
- 12. Thereafter, any future water service shall be provided by a connection to the new VALLECITOS water main. The amount of such fee shall include the expense by VALLECITOS in moving meters to new mains, together with such other reasonable charges as the Board of Directors may determine, including a pro-rata share of the cost of installation of such new water mains.
- 13. PROPERTY OWNER, being the owner of real property described in Exhibit "A", in consideration of the Agreement, consents on behalf of PROPERTY OWNER, his heirs, successors and assigns to participate in any future SPECIAL ASSESSMENT IMPROVEMENT DISTRICT which VALLECITOS may establish under the IMPROVEMENT ACT OF 1911, Division 7, § 5000 et seq., of the California Streets and Highways Code; under the MUNICIPAL IMPROVEMENT ACT OF 1913, Division 12, § 10000 et seq., of the California Streets and Highways Code; under the IMPROVEMENT BOND ACT OF 1915, Division 10, § 8500 et seq., of the California Streets and Highways Code; under the MELLO ROOS COMMUNITY FACILITY ACT, Division 2, § 53311 et seq., of the California Government Code; or any combination of said Acts. PROPERTY OWNER further consents that VALLECITOS may, under the provisions of said Acts or a combination of said Acts, conduct all proceedings for the formation of SPECIAL ASSESSMENT IMPROVEMENT DISTRICT for the construction of improvement designed to provide water service to the area in which PROPERTY OWNER's real property is located. PROPERTY OWNER, for himself, his heirs,

Page 2 of 5

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AGREEMENT VID AND CUSTOMER.DOC

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successors and assigns, hereby waives and requests the VALLECITOS WATER DISTRICT to dispense with any and all proceedings and any and all limitations under the SPECIAL ASSESSMENT INVESTIGATION, LIMITATION AND MAJORITY PROTEST ACT OF 1931, Division 4 § 2800 et seq., of the California Streets and Highways Code. This consent is given to VALLECITOS as a part of this Agreement for Temporary Delivery of Water pursuant to the provision of the California Streets and Highways Code, § 2804, as amended, a part of the SPECIAL ASSESSMENT INVESTIGATION, LIMITATION AND MAJORITY PROTEST ACT OF 1931.

- 14. PROPERTY OWNER understands that in entering into this Agreement for Temporary Delivery of Water, VALLECITOS does so in material reliance on the provisions of this Agreement including, but not limited to, the consent to participate in assessment district proceedings and waiver of all proceedings and all limitations under the SPECIAL ASSESSMENT INVESTIGATION, LIMITATION AND MAJORITY PROTEST ACT OF 1931.
- 15. Should VISTA determine that its facilities are required for the delivery of water solely to lands lying within its boundaries and no capacity exists for the continued delivery of water to PROPERTY OWNER's real property, VISTA may, at VISTA's sole discretion and upon one hundred eighty (180) day's written notice to VALLECITOS, terminate this Agreement. VALLECITOS agrees to notify PROPERTY OWNER at the address below promptly upon receipt of a notice of termination from VISTA.
- **16.** In the event of termination, the meter and service laterals installed by VISTA shall be removed at PROPERTY OWNER's expense.
  - 17. PROPERTY OWNER acknowledges and accepts the following special risks:
- 17.1 Water service may be terminated pursuant to this Agreement rendering the property uninhabitable.
- 17.2 VISTA's water service may be inadequate for peak demand and fire fighting purposes and the real property may be without water service from time to time. VISTA makes no guarantee of any kind as to the pressures or volumes of water available at the meter.
- 17.3 The PROPERTY will not be transferred to different ownership unless and until that ownership executes a new Agreement with terms effective as of the date of transfer.
- **18.** The parties agree that this Agreement shall be binding upon PROPERTY OWNER, his heirs, successors and assigns in interest to the PROPERTY.
- 19 PROPERTY OWNER has been advised to consult independent legal counsel before executing this Agreement and has had adequate opportunity for such consultation.

Page 3 of 5

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- **20.** The failure of VALLECITOS to enforce this or any term, covenant or condition of this Agreement on the date it is to be performed, shall not be construed as a waiver of VALLECITOS' right to enforce any other term, covenant or condition of this Agreement at any later date.
- 21. PROPERTY OWNER shall not assign or delegate this Agreement as to all or any portion of the rights or obligations contained in this Agreement without obtaining the written consent of VALLECITOS and any purported assignment or delegation without such written consent shall be void.
- **22.** This Agreement is executed in triplicate and is to be performed in the North County Judicial District, County of San Diego, State of California.

23.	The effective date of this Agreement is the	day of	, 201
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IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers of VALLECITOS and PROPERTY OWNER.

"DISTRICT"  VALLECITOS WATER DISTRICT					
Accepted By:	Glenn Pruim, Secretary Board of Directors Vallecitos Water District	Date:	, 201		
		"OWNER"			
			,201		
			,201		

Page 5 of 5

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<sup>\*</sup> If property is owned by husband and wife jointly, both signatures are required. All signatures must be notarized.

#### Exhibit "A"

#### PARCEL 1:

PARCEL "B" AS SHOWN ON THAT CERTAIN CORRECTED CERTIFICATE OF COMPLIANCE, AS EVIDENCED BY DOCUMENT RECORDED JUNE 1, 2011 AS INSTRUMENT NO. 2011-0280787 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 AS SHOWN ON RECORD OF SURVEY MAP NO. 18397; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH  $01^{\circ}~53'~33''$  WEST 528.86~FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 01° 53' 33" WEST 370.63 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 35' 20" WEST 230.29 FEET; THENCE NORTH 78° 30' 24" WEST 135.88 FEET; THENCE NORTH 85° 21' 00" WEST 190.19 FEET; THENCE SOUTH 83° 24' 26" WEST 72.38 FEET; THENCE SOUTH 85° 28' 33" WEST 202.86 FEET; THENCE NORTH 79° 40' 02" WEST 31.05 FEET TO THE BEGINNING OF A NON-TANGENT 200.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 89° 40' 21" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 50' 10" A DISTANCE OF 114.62 FEET; THENCE SOUTH 33° 09' 49" WEST 118.16 FEET; THENCE NORTH 65° 39' 44" WEST 116.42 FEET; THENCE NORTH 79° 04' 18" WEST 102.61 FEET; THENCE SOUTH 25° 22' 29" WEST 140.00 FEET; THENCE SOUTH 88° 12' 33" WEST 90.16 FEET TO THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID WESTERLY LINE, SOUTH 01° 47' 26" EAST 142.91 FEET TO POINT 'A' HEREIN DESCRIBED: THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 01° 47' 26" EAST 519.71 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER: THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER NORTH 89° 33' 22" EAST 795.90 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 4° 41' 13' EAST 42.95 FEET TO A TANGENT 250.00 RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 58' 01" AN ARC DISTANCE OF 87.12 FEET TO A POINT OF REVERSE CURVATURE WITH A 250.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41' 45" AN ARC DISTANCE OF 77.21 FEET TO A POINT OF REVERSE CURVATURE WITH A 250.00 RADIUS CURVE CONCAVE SOUTHEASTERLY: THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 23' 48" AN ARC DISTANCE OF 132.63 FEET; THENCE NORTH 37° 21' 18" EAST 50.00 FEET TO A TANGENT 175.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55° 56' 19" AN ARC DISTANCE OF 170.85 FEET TO A POINT OF COMPOUND CURVATURE WITH A 229.81 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 16' 00" AN ARC DISTANCE OF 65.25 FEET TO POINT (B' HEREIN DESCRIBED; THENCE NON-TANGENT TO SAID CURVE SOUTH 77° 17'47" EAST 150.11 FEET; THENCE SOUTH 34° 27' 56" EAST 97.47 FEET: THENCE NORTH 70° 35' 45" EAST 193.14 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED

#### LINE:

BEGINNING AT SAID POINT 'A' HEREIN ABOVE DESCRIBED; THENCE SOUTH 73° 22' 56" EAST 74.81FEET; THENCE NORTH 51° 20' 46" EAST 7.16 FEET; THENCE SOUTH 66° 04' 35" EAST 102.01 FEET; THENCE SOUTH 79° 31' OS" EAST 26.15 FEET; THENCE NORTH 24° 42' 13" EAST 18.30 FEET; THENCE NORTH 84° 30' 12" EAST 46.14 FEET; THENCE NORTH 80° 38' 24" EAST 75.42 FEET; THENCE NORTH 87° 49' 43" EAST 26.66 FEET TO A NON-TANGENT 100.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 1T 53' 37" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56° 30' 29" A DISTANCE OF 98.63 FEET TO THE BEGINNING OF A TANGENT 275.00 FOOT RADIUS COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 07' 28" A DISTANCE OF 120.59 FEET TO THE BEGINNING OF A TANGENT 180.00 FOOT RADIUS REVERSE CURVE CONCAVE SOUTHEASTERLY:

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74° 00' 00" A DISTANCE OF 232.48 FEET TO THE BEGINNING OF A TANGENT 450.00 FOOT RADIUS COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 06' 38" A DISTANCE OF 252.20 FEET TO POINT 'B' HEREIN DESCRIBED, THE POINT OF ENDING.

#### TEMPORARY WATER SERVICE AGREEMENT BETWEEN VALLECITOS WATER DISTRICT AND VISTA IRRIGATION DISTRICT

APN: 182-190-91

This Agreement is made between VALLECITOS WATER DISTRICT ("VALLECITOS"), a County Water District organized and operating pursuant to the County Water District Law, California Water Code § 30000 et seq. and VISTA IRRIGATION DISTRIT ("VISTA"), an Irrigation District organized and operating pursuant to California Water Code § 20500 et seq.

#### RECITALS

- 1. Certain real property, more specifically described in the attached Exhibit "A" (the "PROPERTY"), lies within the boundaries of VALLECITOS.
- 2. The owner of the PROPERTY ("Property Owner") desires to obtain water service, and VALLECITOS has no water facilities at present to provide such service.
- 3. The PROPERTY lies adjacent to water distribution facilities of VISTA, and a surplus capacity exists at present in the facilities of VISTA which can be utilized for the delivery of water to the PROPERTY.
- **4.** VISTA has agreed to provide water service to the PROPERTY as an alternative to and substitute for VALLECITOS pursuant to California Government Code § 56133(e), and the Local Agency Formation Commission does not need to approve this agreement.

#### **COVENANTS**

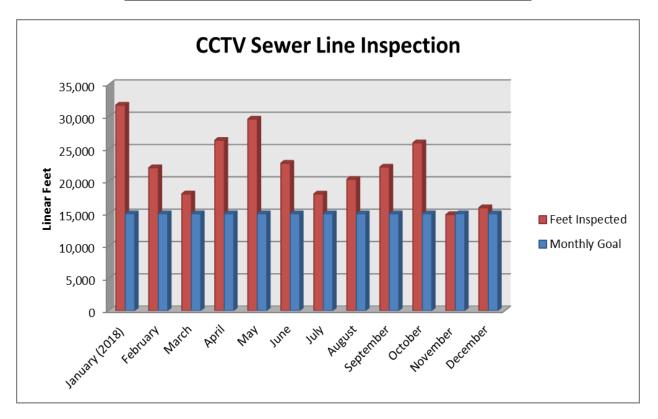
- 5. VISTA shall install, at the location approved by VISTA, a meter for the delivery of water to the PROPERTY and shall thereafter deliver water to the PROPERTY under the terms of this agreement and VISTA's rules and regulations.
- 6. The Property Owner and VALLECITOS will enter into a separate agreement (exchange agreement for temporary delivery of water) providing for payment of all applicable fees, including reimbursement for the cost of backflow devices which may be installed by VISTA and payment of any backflow service charges. VISTA shall bill VALLECITOS for service charges, and VALLECITOS shall bill the Property Owner.
- 7. VISTA shall periodically read the meter installed under this agreement and shall bill VALLECITOS for service charges and VALLECITOS shall bill property owner.

- **8.** VALLECITOS shall charge the Property Owner for water delivered at its regularly established rates, or the VISTA rate, whichever is greater, and the Property Owner shall further pay such charges as may from time to time be established by VALLECITOS.
- 9. Should VALLECITOS or others hereafter install or provide a VALLECITOS water main capable of servicing the PROPERTY, as determined by VALLECITOS, the temporary service connections permitted by this agreement shall be terminated upon sixty (60) days' written notice from VALLECITOS.
- 10. Thereafter, any future water service shall be provided by a connection to the new VALLECITOS main. The fees associated with moving the water meter and service to a new main, together with such other reasonable charges as the Board of Directors may determine, including a pro rata share of the cost of installation of such new water mains shall be paid by the Property Owner.
- 11. Should VISTA determine that its facilities are required for the delivery of water solely to lands lying within its boundaries and no capacity exists for the continued delivery of water to the PROPERTY, VISTA may, at VISTA's sole discretion and upon one hundred eighty (180) days' written notice to VALLECITOS, terminate this Agreement. VALLECITOS shall provide notice to Property Owner.
- 12. In the event of termination, the meter and service laterals installed by VISTA shall be removed at Property Owner's expense, which VALLECITOS agrees to require as part of its agreement with Property Owner.
- 13. VALLECITOS understands and will insure that the Property Owner acknowledges and accepts the following special risks:
  - (1) Water service may be terminated pursuant to this Agreement rendering the PROPERTY uninhabitable.
  - (2) VISTA's water service may be inadequate for peak demand and fire fighting purposes and the PROPERTY may be without water service from time to time. VISTA makes no guarantee of any kind as to the pressures or volumes of water available at the meter.
  - (3) The PROPERTY will not be transferred to different ownership unless and until that ownership executes a new agreement with VALLECITOS and with terms effective as of the date of transfer.
- **14.** This agreement is executed in duplicate and is to be performed in the North County Judicial District, County of San Diego, State of California.
  - 15. The effective date of this Agreement is the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers of VALLECITOS and VISTA.

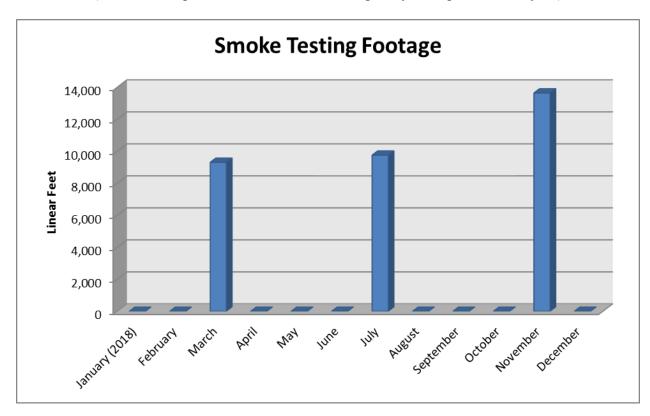
DISTRICT VALLECITOS WATER DISTRICT							
Accepted By:	Glenn Pruim, Secretary Board of Directors Vallecitos Water District	Date:	, 2019				
	VISTA IRRIGATION DISRICT						
	gkiss, General Manager ation District	Date:	, 2019				

### **Quarterly O&M Metrics Report**

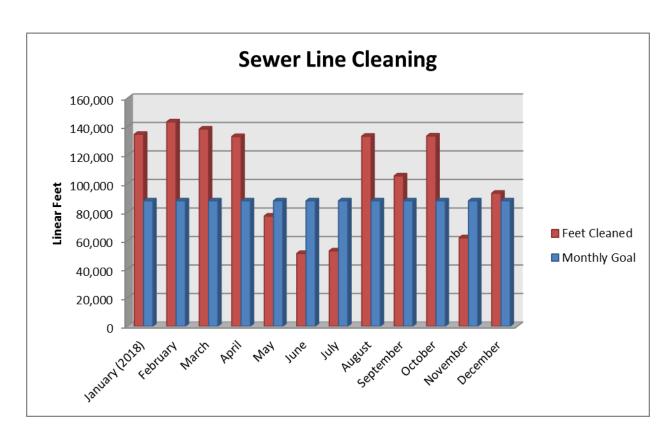


CCTV Sewer Line Inspection Totals in Feet
Total for Calendar Year 2018 = 268,068 ft.

(Goal is to inspect at least 180,000 feet of gravity lines per calendar year)

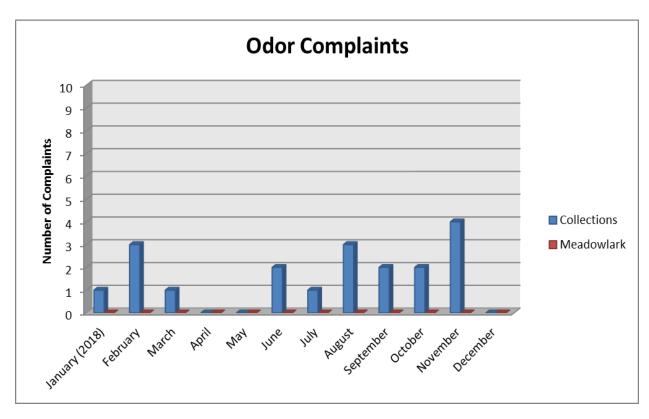


Smoke Testing of Sewer Lines in Feet (Goal is to smoke test three areas per calendar year based on suspected I&I)

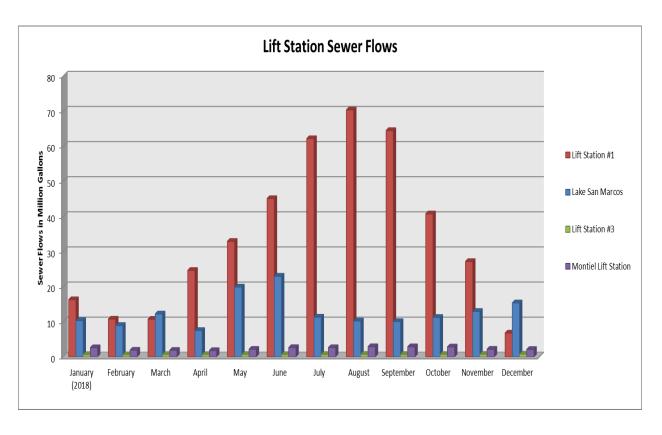


Sewer Line Cleaning Totals in Feet
Total for Calendar Year 2018 = 1,258,520 ft.

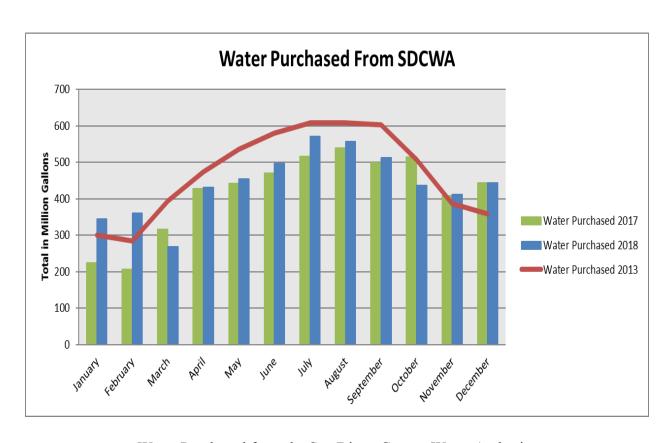
(Goal is to clean 1,000,000 ft. of gravity lines per year and clean the entire system in 15 months or less)



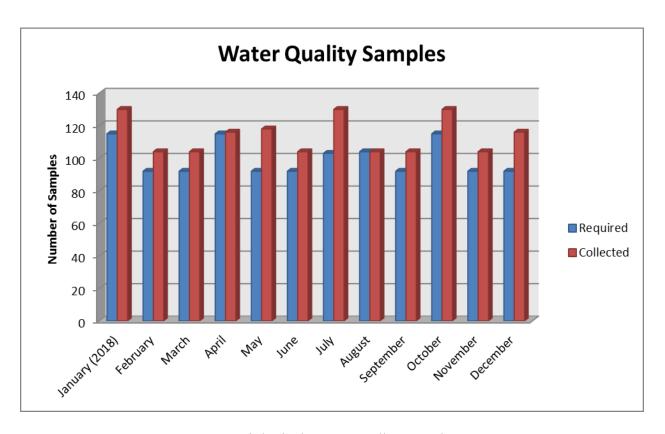
**Customer Sewer Odor Complaints** 



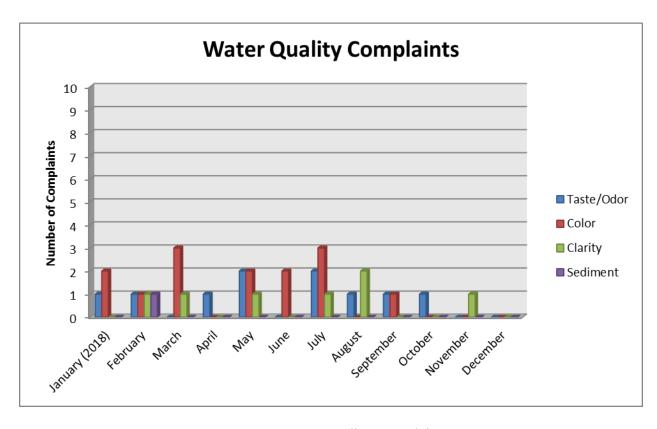
Sewer Flows Pumped from District Lift Stations



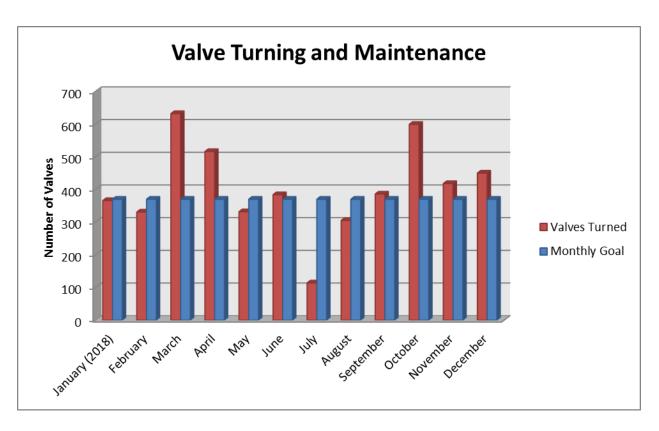
Water Purchased from the San Diego County Water Authority
Calendar Year 2013 was used by the SWRCB as a baseline for water conservation efforts
(Includes water from the desalination and OMWD plants)



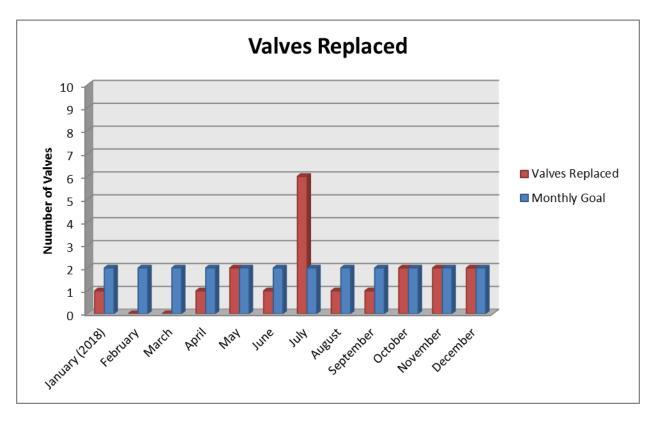
Bacteriological Water Quality Samples (Number of samples required each month is based on SWRCB regulations & the number of weeks per month)



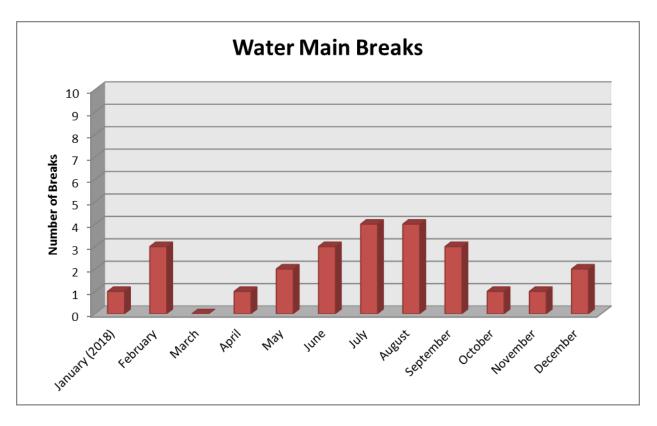
Customer Water Quality Complaints (Water quality issues are typically caused by main breaks, construction activities & customers' plumbing)



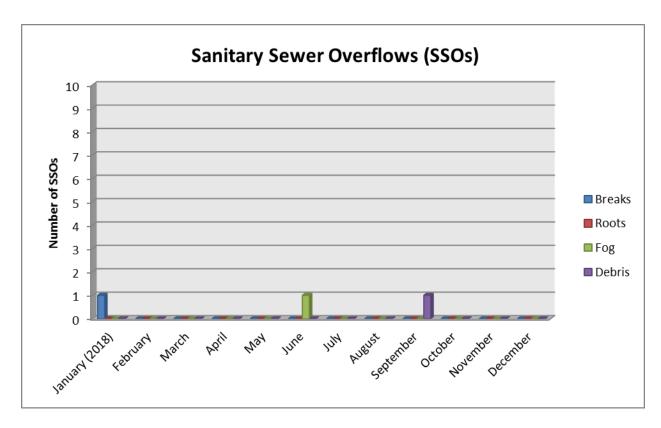
Water Valves Turned in the Distribution System
The District has 8,874 valves / 54% of valves have been turned in Calendar Year 2018
(Goal is to turn 50% of valves every calendar year or about 370/Month)



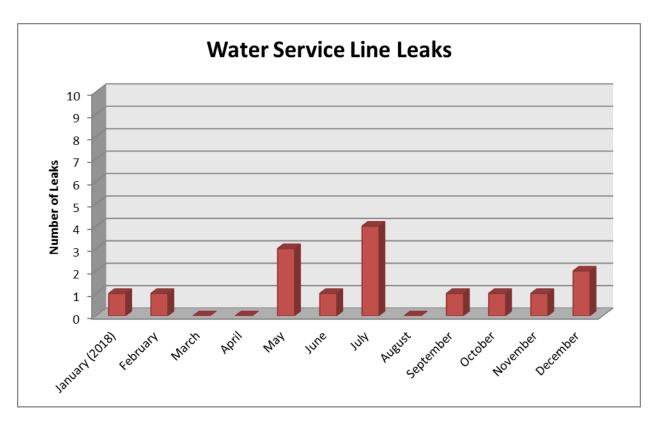
Water Valves Replaced in the Distribution System Total replaced so far for Fiscal Year 2018/19 = 10 / There are currently 47 broken valves that need replacing (Goal is to replace 20 valves every fiscal year or around 2 per month) 70



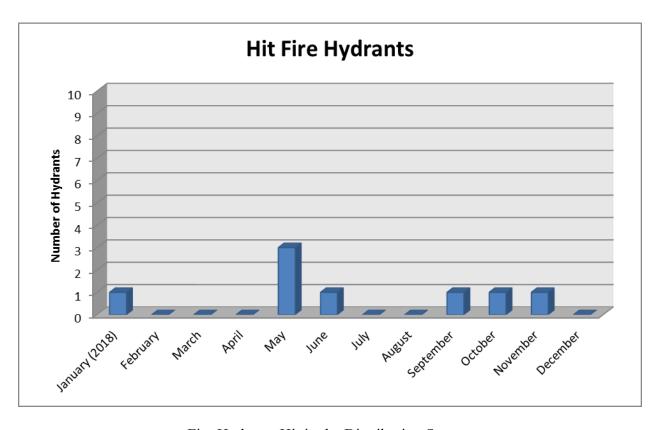
Water Mainline Breaks in the Distribution System (There have been 25 water main breaks in calendar year 2018 / There were 30 in 2017)



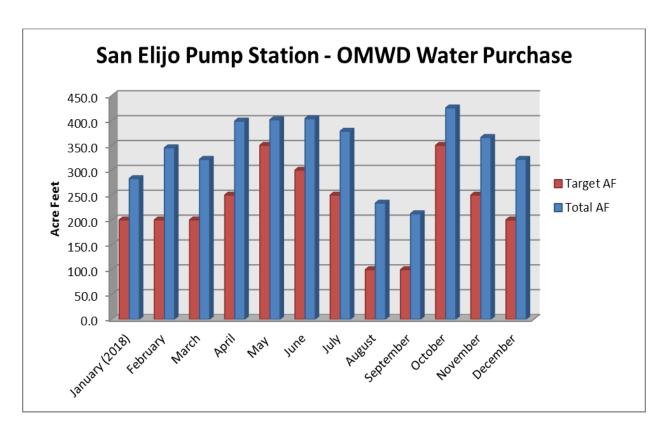
Sanitary Sewer Overflows (sewer spills and their cause) in the Wastewater Collections System (There have been 3 SSOs in calendar year 2018 / There was 1 in 2017)



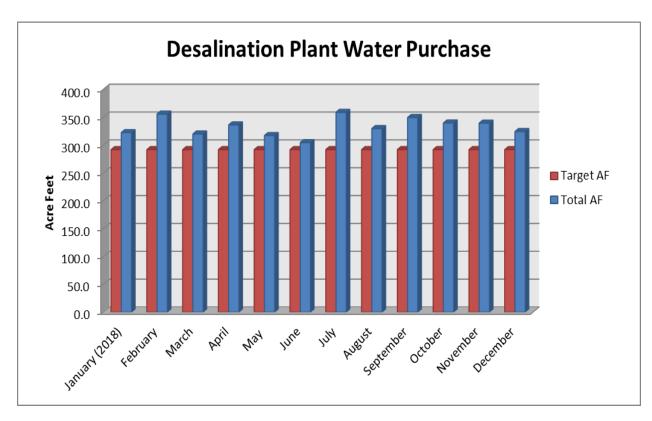
Water Service Line Leaks in the Distribution System (There have been 15 water service line leaks in calendar year 2018 / There were 22 in 2017)



Fire Hydrants Hit in the Distribution System (There have been 8 fire hydrants hit in calendar year 2018 / There were 14 in 2017)



Acre Feet (AF) of Water Purchased from Olivenhain MWD – San Elijo Pump Station Our annual minimum take from OMWD is 2,750 AF / We have purchased 4,091 AF in CY 2018 (The monthly Target Acre Feet varies throughout the year based on the agreement with OMWD)



Acre Feet (AF) of Water Purchased from the Carlsbad Desalination Plant
Our annual minimum take from Desal is 3,500 AF / We have purchased 3,995 AF in CY 2018
(Our monthly Target Acre Feet is based on our purchase agreement with SDCWA)



## Urban Water Institute's Spring Water Conference | | February 27- March 1, 2019

Wednesday, February 27, 2019: Changing Times - Tools to Balance in the Wild Water World

12:00 p.m. - Registration, Networking & Exhibits (Sorrento Ballroom)

#### 1:00 p.m. - Opening Remarks & Introduction Greg Quist, Chairman, Urban Water Institute

1:15 p.m. - Welcome to Palm Springs
Opening remarks by the Palm Springs Mayor, Robert Moon (invited)

#### 1:30 p.m. Bay Delta - Where are we NOW?

Larry Dick, Moderator Jennifer Pierre, General Manager, State Water Contractors Randy Fiorini, Chairman, Delta Stewardship Council (*invited*) Karla Nemeth, Director of the Department of Water Resources

#### 2:15 p.m. - Unintended Consequences of Water Conservation and How to fix it

Lisa Ohlund San Gabriel Valley San (invited)

3:00 p.m. - Networking Break - Upper San Gabriel Valley Municipal

#### 3:15 p.m. - Debunking Water Myths

Rich Nagel, VP Jacobs Engineering Ken Weinberg, Delta Stewardship Council (invited)

4:45 p.m. - Adjourn

5:00 p.m. to 6:30 p.m. - Welcome Reception - Corollo Engineers

#### Thursday, February 28, 2019:

7:45 a.m. - Registration, Networking, Exhibits & Continental Breakfast - Sponsored by Irvine Ranch Water District

#### 8:15 a.m. - Opening Remarks/Get to know your Exhibitors

Ane Deister, Executive Director, Urban Water Institute

#### 8:30 a.m. - Recycled Water Conflicting State Regulations - How to Resolve

Jennifer West, Moderator

State WRCB (invited)

Paul Prestia, Division Engineer (Wastewater Planning) Sanitation Districts of Los Angeles

County

Aaron Ferguson, Attorney

USFW (invited)

#### 9:15 a.m. - MWD / LACSD - Merging Waters

Paul Brown, Program Manager, Moderator

Devon Upadhyay, Assistant GM, MWD

Tom Love, General Manager, Upper San Gabriel Valley Municipal Water District

Ray Tremblay, Facilities Planning Director, LACSD

#### 10:15 a.m. - Proposition 1 Storage Project Grants - Success Stories

Paul Weghorst, Executive Director for Water Policy, IRWD

Prabhakar Somavarapu, District Engineer, Sac Regional Sanitation District

Jim Watson, GM SITES project

#### 11:15 a.m. - Networking Break - IRWD

#### 11:30 a.m. -Update on Stormwater Measure Passage: Mark Pestrella

#### 12:30 p.m. - Conference Luncheon - Myers Nave

#### 1:30 p.m. - Colorado River Shortage: Drought Contingency Plan

Chris Harris, Executive Director Colorado River Board, moderator

Chuck Cullom, Manager of Colorado River Programs for the Central Arizona Project

Bill Hasencamp, Manager of Colorado River Resources for the Metropolitan Water District

of Southern California

Tina Shields, Water Department Manager, IID

Jack Simes, Planning Officer, USBR

### 2:45 p.m. – Troubled Waters: Tribal Challenges and Solutions to Allocation in the 21st Century

Malissa Hathaway McKeith, Esq., Moderator

Heather Welles, Legal Counsel for Coachella Valley Water District, O'Melveny & Myers

Catherine Munson, Legal Counsel, Agua Caliente, Kilpatrick Townsend

#### 3:30 p.m. - Networking Break - Coachella Valley Water District

#### 3:45 p.m. - Post Elections Update

Ane Deister, Moderator

Eric Sapirstein, President ENS, Federal update

Michael Boccadoro, President, West Coast Advisors

John Withers, California Strategies

4:45 pm - Adjourn

5:00 - 6:30 p.m. - Chairman's Reception - Dudek

#### Friday, March 1, 2019:

7:45 a.m. - Registration, Networking, Exhibits & Buffet Breakfast - Western Municipal Water District

#### 8:30 a.m. - Opening Remarks

Ane Deister, Executive Director, Urban Water Institute

8:45 a.m. – The Bumpy Road to the Utility of the Future - The Water Industry's Moonshot Water Industry Moonshot

#### 9:45 a.m. - SGMA - Is the dream still alive?

John Thornton, moderator Taryn Ravazzini, Deputy Director, California Department of Water Resources Trevor Joseph, Consultant, Stantec

#### 10:45 p.m. - Communicating with the Public: What to do; what not to do

Beth Beeman, Moderator, IRWD (Invited)
Janet Yamaguchi, Vice President, Education, Discovery Cube (Ret.)
Phil Rostentrater, General Manager/Executive Director, Salton Sea Authority
Ron Wildermuth, Retired

#### 11:45 a.m. - Chairman's Raffle Conference Adjourns



# 6th Annual North County Economic Summit

Wednesday, April 10th, 2019 7:00 a.m. to 10:00 a.m.

### **California State University San Marcos**

University Student Union Ballroom
\*Registration begins at 7:00 a.m.
Breakfast Served at 7:30 a.m.
Program begins at 8:00 a.m.

Presented by:



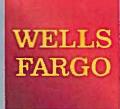


The Big Picture
Presented by
Mark Vitner
Managing Director & Senior
Economist, Wells Fargo Bank



2019 North County
Regional Indicators Report
Presented by
Josh Williams
President, BW Research

Title Sponsor



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North County's Economic Future: Challenges & Opportunities" Sponsor

