

AGENDA FOR A REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE VALLECITOS WATER DISTRICT
WEDNESDAY, FEBRUARY 5, 2020, AT 5:00 P.M.
AT THE DISTRICT OFFICE
201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

CALL TO ORDER – PRESIDENT EVANS

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 FEBRUARY 5, 2020

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.

PRESENTATIONS

Chris Palmer, Public Affairs Field Coordinator for the California Special District Association, will present an award to Mission Hills High School student **Jordan Chan** who entered the statewide “2019 Districts Make the Difference Video Contest” and is the third-place winner.

President Evans will present **Justin Shutt**, Construction Worker 1, with his State Water Resources Control Board Distribution D2 Certification.

Vallecitos was presented with two awards by the California Water Environment Association (CWEA) San Diego Section for “Community Engagement and Outreach Award for Best Use of Social Media” and “Community Engagement and Outreach Award for Film Festival (Semi-Pro)” on January 25, 2020. The “Imagine a Day Without Water” video is still in the running for the CWEA Film Festival state award.

CONSENT CALENDAR

1.1 APPROVAL OF MINUTES (pp. 6-15)

- A. SPECIAL BOARD MEETING – JANUARY 9, 2020
- B. REGULAR BOARD MEETING – JANUARY 15, 2020

Approved minutes become a permanent public record of the District.

Recommendation: Approve Minutes

1.2 WARRANT LIST THROUGH FEBRUARY 5, 2020 – \$5,545,305.71 (pp. 16-18)

Recommendation: Approve Warrant List

1.3 OPERATIONS & MAINTENANCE METRICS QUARTERLY REPORT – DECEMBER 31, 2019 (pp. 19-26)

1.4 APPROVAL OF CONSTRUCTION AGREEMENT FOR NORTH CITY EAST INDUSTRIAL STREET AND CARMEL STREET WATER AND SEWER IMPROVEMENTS, APN 220-202-32 (URBAN VILLAGES SAN MARCOS, LLC.) (pp. 27-42)

The project is located on Industrial Street between Carmel Street and Barham Drive.

Recommendation: Approve Construction Agreement

1.5 FINAL ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS FOR NORTH CITY EAST INFRASTRUCTURE, APN 221-110-20, 221-110-31, 220-200-40, 220-200-47, 220-200-48 AND 220-200-49 (URBAN VILLAGES SAN MARCOS, LLC.) (pp. 43-45)

Installation of water and sewer facilities has been completed.

Recommendation: 1) Accept Project Improvements; 2) Approve the Filing of a Notice of Completion

*****END OF CONSENT CALENDAR*****

ACTION ITEMS

2.1 REQUEST TO WAIVE REQUIREMENTS OF SECTION 2.5 OF ORDINANCE 200 AND TO APPROVE ANNEXATION OF CERTAIN PROPERTY DESIGNATED AS “LUPA SEWER ANNEXATION” (APN 228-010-25) INTO THE VALLECITOS WATER DISTRICT SEWER IMPROVEMENT DISTRICTS 5, 6 & A (pp. 46-49)

Mr. Lupa wishes to combine two parcels into one parcel in order to build an accessory dwelling unit.

Recommendation: **Waive the requirement for annexation into VWD's water service boundary and approve the sewer only annexation of APN 228-010-25 into the Vallecitos Water District's sewer Improvement Districts 5, 6 & A with conditions**

2.2 CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS CALL FOR NOMINATIONS – SEAT B (pp. 50-54)

The CSDA Elections and Bylaws Committee is seeking nominations for Seat B for the remainder of the 2020 – 2022 term.

Recommendation: **Request Board direction**

2.3 SAN MARCOS STATE OF THE CITY ADDRESS – MEETING ATTENDANCE PER DIEM/EXPENSE REIMBURSEMENT (pp. 55-56)

Per District Ordinance No. 212, prior approval for per diem and expense reimbursement is required.

Recommendation: **Request Board direction**

*******END OF ACTION ITEMS*******

REPORTS

3.1 GENERAL MANAGER

3.2 DISTRICT LEGAL COUNSEL

3.3 SAN DIEGO COUNTY WATER AUTHORITY

3.4 ENCINA WASTEWATER AUTHORITY
- *Capital Improvement Committee*
- *Policy and Finance Committee*

3.5 STANDING COMMITTEES

3.6 DIRECTORS REPORTS ON MEETINGS/CONFERENCES/SEMINARS ATTENDED

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

OTHER BUSINESS

4.1 MEETINGS (pp. 57)

ACWA Spring Conference

May 5 – 8, 2020 – Monterey Conference Center, Monterey, CA

Estimated Cost to Attend Per Person (Based on a 4-Night Stay): \$3,040

*******END OF OTHER BUSINESS*******

5.1 DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

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

6.1 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 www.vwd.org

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 5:30 p.m., Thursday, January 30, 2020.

Diane Posvar

**State of California
State Water Resources Control Board**

IN ACCORDANCE WITH DIVISION 104, PART 1, CHAPTER 4, ARTICLE 3
OF THE HEALTH AND SAFETY CODE

Justin D. Shutt

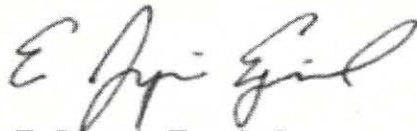
IS AUTHORIZED TO OPERATE OR SUPERVISE THE OPERATION OF A WATER DISTRIBUTION SYSTEM
AND IS HEREBY GRANTED THIS CERTIFICATE FOR

Water Distribution Operator

Grade D2

Operator Number: 52473

Issued
December 2019



**E. Joaquin Esquivel
Chair**



MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF THE VALLECITOS WATER DISTRICT
THURSDAY, JANUARY 9, 2020, AT 5:00 PM AT THE DISTRICT OFFICE,
201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

Director Elitharp called the Special meeting to order at the hour of 5:00 p.m.

Principal Financial Analyst Arthur led the pledge of allegiance.

Present: Director Elitharp
Director Hernandez
Director Martin

Absent: Director Sannella
Director Evans

Staff Present: General Manager Pruim
Legal Counsel Kharuf
Finance Manager Owen
Principal Financial Analyst Arthur
Executive Secretary Posvar

ADOPT AGENDA FOR THE SPECIAL MEETING OF JANUARY 9, 2020

20-01-01 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, with Directors Sannella and Evans absent, to adopt the agenda for the Special Board Meeting of January 9, 2020.

PUBLIC COMMENT

None.

CONSENT CALENDAR

20-01-02 MOTION WAS MADE by Director Hernandez, seconded by Director Martin, and carried unanimously, with Directors Sannella and Evans absent, to approve the Consent Calendar as presented.

1.1 Approval of Minutes

- A. Closed Session Board Meeting – December 11, 2019
- B. Special Board Meeting – December 11, 2019
- C. Regular Board Meeting – December 18, 2019

1.2 Warrant List through January 9, 2020 - \$617,459.96

ACTION ITEM

2020 PUBLIC RATE HEARING NOTICE

General Manager Pruim stated the California Constitution requires a process that an agency must follow when considering an increase in water or wastewater rates. Due to cost increases, current water rates are not adequate to fund District operations as adopted in the FY 2019-2020 budget. Proposition 218 defines the process that must be followed to increase rates. Rates can only be set at a noticed public hearing and are subject to a majority protest voting of the agency's customers. Ratepayers must receive at least 45-days' notice prior to the public hearing.

General Manager Pruim further stated the purpose of this Special Meeting was to obtain the Board's approval of the public notice which will be mailed to customers to provide them with the required 45-day notice of the public hearing, scheduled for Thursday, February 27, 2020. The Board would not be setting rates at this meeting.

Finance Manager Owen and Principal Financial Analyst Arthur provided a presentation on the Prop 218 Rate Hearing Notice as follows:

- Background
- Rate Setting
- Commodity
- Ready-to-Serve
- Average Single-Family Residence Bill
 - Current
 - Proposed
 - \$ Change
 - % Change
- Agency Comparison
- Schedule
- Recommendations

General discussion took place during and after the presentation.

Staff recommended the Board approve the Public Rate Hearing Notice for mailing and set the public hearing for February 27, 2020.

20-01-03 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, with Directors Sannella and Evans absent, to approve the Public Rate Hearing Notice for mailing and set the public hearing for February 27, 2020.

REPORTS

GENERAL MANAGER

General Manager Pruim reported that District crews would be working tonight in San Marcos Boulevard on minor repaving work.

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.

President Martin stated the Policy and Finance Committee has not met since the last Board meeting.

STANDING COMMITTEES

None.

DIRECTORS REPORTS ON TRAVEL/CONFERENCES/SEMINARS ATTENDED

Director Hernandez reported he accompanied General Manager Pruim to South Lake to view conditions there and found the area to be very clean.

OTHER BUSINESS

None.

DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

Director Martin requested an attendance/tardiness record of the Board be included on future agendas under Other Business.

ADJOURNMENT

There being no further business to discuss, Director Elitharp adjourned the Special Meeting of the Board of Directors at the hour of 5:19 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, January 15, 2020, at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Craig Elitharp, Director
Board of Directors
Vallecitos Water District

ATTEST:

Glenn Pruum, Secretary
Board of Directors
Vallecitos Water District

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE VALLECITOS WATER DISTRICT
WEDNESDAY, JANUARY 15, 2020, AT 5:00 PM AT THE DISTRICT OFFICE,
201 VALLECITOS DE ORO, SAN MARCOS, CALIFORNIA

Director Elitharp called the Regular meeting to order at the hour of 5:00 p.m.

Director Martin led the pledge of allegiance.

Present: Director Elitharp
Director Hernandez
Director Martin

Absent: Director Sannella
Director Evans

Staff Present: General Manager Pruim
Legal Counsel Gilpin
District Engineer Gumpel
Finance Manager Owen
Operations & Maintenance Manager Pedrazzi
Capital Facilities Senior Engineer Morgan
Development Services Senior Engineer Scholl
Public Information/Conservation Supervisor Robbins
Executive Secretary Posvar

ADOPT AGENDA FOR THE REGULAR MEETING OF JANUARY 15, 2020

Director Elitharp stated a suggestion was made to move Item 2.4, Review of District Ordinances, Policies and Contracts, to the February 5, 2020 Regular Board meeting.

20-01-04 MOTION WAS MADE by Director Hernandez, seconded by Director Martin, and carried unanimously, with Directors Sannella and Evans absent, to adopt the agenda for the Regular Board Meeting of January 15, 2020 as amended.

PUBLIC COMMENT

Zoe Wettstein, member of the public, addressed the Board stating that 900 sprinkler heads were repaired at Sunrise Point where she lives in November of 2018. Since then, the extra water pressure has caused her to replace two pressure regulators and her house vibrates and rumbles intermittently. She has consulted with a dozen plumbers and has replaced a toilet and water heater circulator to no avail. She believes the problem lies within the sewer, possibly a blockage. She asked for the District's help to determine the problem.

General Manager Pruim stated he would contact Ms. Wettstein to further discuss this matter.

Mike Hunsaker, member of the public and speaking on behalf of the Twin Oaks Valley Property Owners Association, addressed the Board stating he advocated for a citizen last month who is being charged detachment fees. The rationale for the fees did not make sense to him and he believes the citizen shouldn't have to pay for what he's not getting, can't use, and wasn't built. He thanked the Board.

Richard Lupa, member of the public, addressed the Board stating he owns one legal lot which has two parcel numbers. His existing home receives sewer service from Vallecitos for one of the parcels and water service for both parcels from Vista Irrigation District (VID). He has applied for a permit to build a granny flat. In order to have sewer and water service for the granny flat, he has been told he must de-annex from VID and annex into Vallecitos for water, and then annex sewer into Vallecitos for the second parcel. This process must go through LAFCO as well. The cost of this process is estimated at \$65,000. He asked the Board to grant him a waiver from the standard annexation requirements and allow him to annex only sewer to the second parcel for the granny flat.

Director Elitharp stated the Board was not able to act on Mr. Lupa's request as it was not on the agenda. General Manager Pruim stated this item will be placed on the agenda for the February 5, 2020 Regular Board meeting.

PRESENTATION

Public Information/Conservation Supervisor Robbins presented a new "Work We Do" video focusing on confined spaces training at the District's Meadowlark Reclamation Facility in partnership with local fire agencies.

CONSENT CALENDAR

20-01-05 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, with Directors Sannella and Evans absent, to approve the Consent Calendar as presented.

1.1 Warrant List through January 15, 2020 - \$3,233,404.88

1.2 Financial Reports

- A. Water Meter Count – December 31, 2019
- B. Water Production/Sales Report – 2019/2020
- C. Quarterly Financial Report – December 31, 2019
- D. Per Capita Water Consumption – December 31, 2019
- E. Water Revenue and Expense Report – December 31, 2019
- F. Sewer Revenue and Expense Report – December 31, 2019
- G. Reserve Funds Activity – December 31, 2019
- H. Investment Report – December 31, 2019
- I. Legal Fees Summary – December 31, 2019

- 1.3 Adoption of Resolution Recognizing the Annexation into the Vallecitos Water District of Certain Property Designated as the "Orchard Hills Annexation," APNs 218-220-10 & 17 and Ordering Annexation into Sewer Improvement Districts 5 & 6 (Warmington Residential California, Inc.)

ACTION ITEMS

CONTRACT AWARD FOR DISTRIBUTION WATER MAIN FLUSHING SERVICES

Operations & Maintenance Manager Pedrazzi stated that SB 555 requires all urban retail water suppliers to conduct and submit validated water loss audit reports to the Department of Water Resources annually. The goal of that legislation was to force agencies to account for every drop of water and reduce water loss, and potentially fine agencies that do not meet their goals. Flushing of water lines is also required to maintain acceptable water quality.

Operations & Maintenance Manager Pedrazzi further stated staff researched ways to reduce water loss while still maintaining water quality and meeting regulatory requirements. One method is to use a truck mounted filtration system to clean the water as it is being flushed from the mains and then pump it back into the water main instead of wasting it. As part of a pilot program, approximately 20 miles of water mains in the Lake San Marcos area will be flushed and cleaned using this technology, saving over one million gallons of water. Reliable Water Solutions, LLC is currently the only company approved by the State Water Resources Control Board – Division of Drinking Water to perform these services.

Staff recommended the Board authorize the General Manager to execute a contract services agreement with Reliable Water Solutions, LLC in the amount of \$73,000 subject to the provisions of the contract.

General discussion took place.

- 20-01-06 MOTION WAS MADE by Director Hernandez, seconded by Director Martin, and carried unanimously, with Directors Sannella and Evans absent, to authorize the General Manager to execute a contract services agreement with Reliable Water Solutions, LLC in the amount of \$73,000 subject to the provisions of the contract.

CONSTRUCTION CONTRACT AWARD OF SEWER LINING AND REHABILITATION 2019

Capital Facilities Senior Engineer Morgan stated operational maintenance and structural deficiencies were identified in segments of 8" clay and ductile iron pipe in 59 different locations throughout the District, requiring rehabilitation to restore pipeline integrity. Rehabilitation will be accomplished using a Cured-in-Place Pipe liner which employs trenchless technology to make fully structural repairs from inside the host pipe, increasing the efficiency and life of the pipe while reducing replacement, paving and traffic control costs.

Capital Facilities Senior Engineer Morgan further stated this project is a culmination of two capital improvements projects that were budgeted throughout fiscal years 2019/20, 2020/21, and 2021/22. Staff proposes to combine the 2019 Sewer Lining and Rehabilitation, North West Lake San Marcos Sewer Replacement, and Lining projects under one contract to take advantage of shared mobilization costs for similar work and to capture lower overall construction pricing through economy of scale. Staff and counsel evaluated bids from three contractors and determined Insituform Technologies, LLC was the lowest responsive, responsible bidder.

Staff recommended the Board approve increasing the 2019 Sewer Lining and Rehabilitation fiscal budget \$150,000 to accommodate the current fiscal year budget deficiency and award the construction contract to Insituform Technologies, LLC in the amount of \$631,472 which includes both projects.

20-01-07 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, with Directors Sannella and Evans absent, to approve increasing the 2019 Sewer Lining and Rehabilitation fiscal budget \$150,000 and award the construction contract to Insituform Technologies, LLC in the amount of \$631,472.

ADOPT ORDINANCE TO COMPLY WITH SENATE BILL 998 REGARDING DISCONTINUATION OF WATER SERVICE FOR NON-PAYMENT

Finance Manager Owen stated SB 998, signed in 2018 by then Governor Brown, establishes additional regulations related to discontinuance of water service for non-payment. The District must comply with the new requirements by February 1, 2020. Staff has revised District Ordinance No. 186 which contains current water service shutoff requirements to ensure compliance with the new requirements. He briefly summarized the new requirements and necessary changes to existing procedures.

Staff recommended the Board adopt the proposed Ordinance No. 214 which is in compliance with SB 998.

20-01-08 MOTION WAS MADE by Director Martin, seconded by Director Hernandez, and carried unanimously, with Directors Sannella and Evans absent, to adopt Ordinance No. 214.

Ordinance No. 214 - The roll call vote was as follows:

AYES: Elitharp, Hernandez, Martin
NOES:
ABSTAIN:
ABSENT: Sannella, Evans

REVIEW OF DISTRICT ORDINANCES, POLICIES AND CONTRACTS

This item was moved to the February 5, 2020 Regular Board of Directors meeting.

REPORTS

GENERAL MANAGER

General Manager Pruum reported the Public Rate Hearing Notice was mailed to customers on Monday, January 13, 2020. The public hearing will be held on February 27 at 5:00 p.m.

DISTRICT LEGAL COUNSEL

Legal Counsel Gilpin stated Otay Water District recently filed action against Rainbow Municipal Water District over the annexation under the California Environmental Quality Act.

SAN DIEGO COUNTY WATER AUTHORITY

General Manager Pruum stated the next Board meeting is scheduled on January 23.

ENCINA WASTEWATER AUTHORITY

Director Hernandez stated the Capital Improvement Committee has not met this year.

Director Martin stated the Policy and Finance Committee will meet on February 26.

STANDING COMMITTEES

None.

DIRECTORS REPORTS ON TRAVEL/CONFERENCES/SEMINARS ATTENDED

None.

OTHER BUSINESS

None.

DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

None.

ADJOURNMENT

There being no further business to discuss, Director Elitharp adjourned the Regular Meeting of the Board of Directors at the hour of 5:52 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, February 5, 2020, at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Craig Elitharp, Director
Board of Directors
Vallecitos Water District

ATTEST:

Glenn Pruum, Secretary
Board of Directors
Vallecitos Water District

VALLECITOS WATER DISTRICT
WARRANTS LIST
February 5, 2020

PAYEE	DESCRIPTION	CHECK#	AMOUNT
CHECKS			
Garnishments	Payroll Garnishments	118208 through 118210	-
Henry Kohlmann	Backflow Testing - 9	118211	1,296.00
ACWA/Joint Powers Insurance	Medical Insurance - Feb	118212	216,247.85
Advanced Imaging Solutions, Inc.	Copier Lease - Dec	118213	2,451.32
AH Water Inc	Technical Course Training	118214	5,800.00
J.C.Ehrlich Co Inc	Plant Maintenance - Jan	118215	263.00
AT&T	Phone Svc - Dec	118216	2,819.39
Backflow Solutions, Inc.	Backflow Tests Nov - Qty 183	118217	8,223.25
Bayview Loan Servicing	Closed Account Refund	118218	25.07
Bergelectric Corp.	Palos Vista Pump Station Prj 20181-6	118219	20,392.75
Boncor Water Systems	Drinking Water Svc - Jan	118220	46.00
Boot Barn	Safety Boots	118221	150.00
Boot World Inc	Safety Boots	118222	145.44
CDW Government Inc	Radio Equipment Prj 20201-22	118223	2,336.30
Charles F. Neuman	Photography Svcs Prj 20201-40	118224	350.00
Jeffrey Colwell	Video Production Prj 20201-41	118225	551.25
County Of San Diego	Recording Fees - Dec	118226	0.96
CWEA	Membership Renewal - T Moritz	118227	192.00
CWEA	Membership Renewal - J Aceves	118228	192.00
Doane & Hartwig Water Systems Inc	Annual Chlorine System Maintenance	118229	14,728.42
Desert Pumps & Parts	Parts for Sludge Pump 3 - MRF	118230	4,010.17
DirecTV Inc	Satellite Svcs - Jan	118231	78.79
Edco Waste & Recycling Serv	Trash Svc - Dec	118232	878.13
Betty Evans	ACWA Conference 12-4-19	118233	196.50
Florita Tenchavez	Closed Account Refund	118234	224.73
Grangettos Farm Garden Supply	Straw Waddles 10	118235	269.81
Hach Company	Water Quality Supplies	118236	1,204.34
Helm Incorporated	Ford Truck Scan Tool & Software	118237	650.00
Home Depot Credit Services	Hardware Supplies Prj 20201-4	118238	1,058.99
Infrastructure Engr Corp	Rock Springs Sewer Prj 90003	118239	3,146.00
Jci Jones Chemicals Inc	Chlorine	118240	2,043.21
Knight Security & Fire Systems	Answering, Patrol, & Monitoring Svc - Jan	118241	940.19
Laser Cut Concrete Cutting Inc	Core Drilling Svcs	118242	1,600.00
Lawnmowers Plus Inc	Hedge Trimmer Repair	118243	288.67
Mark Wilson	Closed Account Refund	118244	150.00
Matthew Thompson	CDL License Renewal	118245	46.00
Jose Mendoza	PAPA Membership Renewal	118246	45.00
Mouhmod Balegh	Closed Account Refund	118247	2,098.73
North County Auto Parts	Fleet Supplies - Dec	118248	376.41
Olivenhain Mwd	Treated Water - Nov	118249	49,622.44
Penco, Inc.	Sulfend	118250	20,391.90
Petty Cash Custodian	Petty Cash	118251	809.54
Pitney Bowes	Postage Meter Refill	118252	567.91
Process Solutions, Inc.	Valves for Salt Tank Repair	118253	543.92
Richard W. Gittings	Consulting Services Hillside Development - Dec	118254	1,400.00
Ricky Leverence	Closed Account Refund	118255	49.48
San Diego Gas & Electric	Power - Dec	118256	7,120.83
Smart & Final	Office Supplies	118257	164.61
Southern Counties Lubricants, Llc	Diesel Fuel	118258	1,505.77
Standard Insurance Company	LIFE, LTD & ADD Insurance - Jan	118259	5,842.61
State Board Of Equalization	Storage Tank Fees - Oct- Dec	118260	313.12
State Water Resources Control	ELAP Certification Renewal	118261	3,289.00
Total Resource Mgt Inc	Maximo Support - Nov	118262	1,785.00
Trench Shoring Co	Shoring Svcs Prj 20161-04	118263	300.00
Truly Nolen Of America	Termite Fumigation	118264	11,709.00
Trussell Technologies Inc	Biogicel Selector Prj 20191-2	118265	8,963.75
Unifirst Corporation	Uniform Delivery	118266	37.57
Union Bank	Meetings & Travel - Dec	118267	1,371.66
Union Bank	Meetings & Travel - Dec	118268	2,067.60
Union Bank	Meetings & Travel - Dec	118269	5,066.10
Univar Usa Inc	Sodium Bisulfite	118270	5,369.77
UPS	Shipping Svcs - Dec	118271	1.33

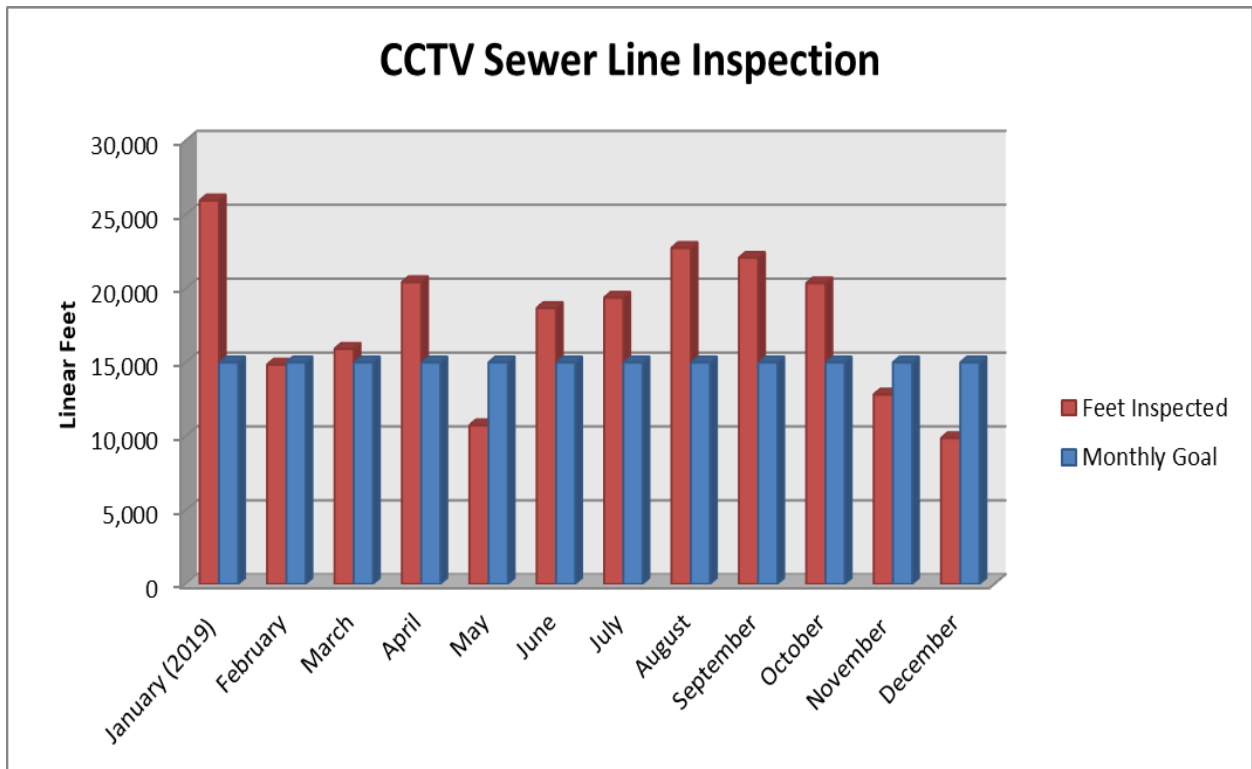
VALLECITOS WATER DISTRICT
WARRANTS LIST
February 5, 2020

PAYEE	DESCRIPTION	CHECK#	AMOUNT
Hd Supply Facilities Maintenance Ltd	Uniform Delivery	118272	242.80
Weck Analytical Environmental Services, Inc.	Regulatory Sampling	118273	2,340.00
Willy Wu Jye Hwa	Closed Account Refund	118274	727.66
Aqua-Metric Sales Co	Meters - 32	118275	5,774.71
Chandler Asset Management, Inc.	Investment Management Svcs - Dec	118276	3,830.67
Dell Computers	Dell Notebook Power Bank	118277	167.43
Freeway Trailer Sales	Fleet Supplies	118278	190.67
G & R Auto & Truck Repair Inc	Vehicle Smoke Testing	118279	350.00
Grainger Inc	Chlorine Gas Cylinders MRF 6, Hardware Supplies	118280	9,557.75
Harrington Industrial	Hardware Supplies	118281	239.47
Hawthorne Machinery Co.	Excavation Rntl Prj 20161-4	118282	6,250.37
Infosend Inc	Processing, Postage, Printing, Door Hangers - Dec	118283	11,689.62
Timothy Miles Mork	Cleaning Services MRF - Jan	118284	1,106.26
Mission Resource Conservation District	Water Use Evaluations 5 Prj 20201-43	118285	222.50
Pacific Pipeline Supply	Repair Parts for Main Break	118286	7,920.45
Dangra Inc.	Safety Boots	118287	133.61
SCADA Integrations	SCADA Upgrade - MRF Prj 20201-4	118288	1,960.00
Sinnett Consulting Services LLC	2020 DOT Compliance Program	118289	255.00
Terraverde Energy LLC	District Wide Solar Prj 20201-14	118290	6,583.00
Underground Service Alert	Dig Alert Svc - Dec	118291	540.22
Unifirst Corporation	Uniform Delivery	118292	2,425.63
Viewpoint Commons LLC	Deposit Refund Prj 20181-419	118293	856.08
Airgas Usa LLC	Cylinder Rental	118294	125.92
Alfredo Dinunzio	Deposit Refund El Norte Pkwy	118295	873.94
AT&T	Internet Svc - Dec	118296	89.50
AT&T	Phone Svc SCADA - Dec	118297	386.41
AT&T	Phone Svc - Jan	118298	21.38
Boot Barn	Safety Boots - R Kincade	118299	149.03
Christian Wheeler Engineering	Geotechnical Svcs - Prj 20201-517	118300	1,800.00
Core Logic Information Solutions Inc	Real Quest Engineering Map Svcs - Dec	118301	206.00
Corodata Media Storage Inc	Back Up Storage Tape - Dec	118302	226.97
Council Of Water Utilities	Meeting 1-21-20 Sanella, Martin, Hernandez	118303	75.00
DirecTV Inc	Satellite Svcs - Jan	118304	240.48
Employment Screening Services Inc	Employment Screening	118305	125.50
Eurofins Eaton Analytical Inc	Algae Analysis - Mahr	118306	210.00
Fleet Pride	Fleet Supplies - Veh 183	118307	126.18
George & Krogh Welding Inc	MRF Davit Sleeve Repair	118308	413.98
Harrington Industrial	Injector Parts - MRF, Pipe Repair	118309	1,515.67
Charles King Co Inc	Sewer Line Repair - Prj 20201-517	118310	41,917.92
Lloyd Pest Control	Pest Control - Dec	118311	650.00
Matheson Tri-Gas Inc	Cylinder Rental	118312	61.57
Municipal Maintenance Equipment, Inc	Suction Hoses - 14	118313	3,572.38
Ostari Inc	Secureworks Subscription Prj 20201-27	118314	66,995.60
Pacific Pipeline Supply	Meter Lid, Hardware Supplies	118315	448.31
Pacific Safety Center	Membership Renewal 20-21	118316	280.00
Patriot Portable Restroom Inc	Portable Restroom Rental - Nov	118317	770.89
Pitney Bowes	Postage Meter Refill	118318	512.84
Process Solutions, Inc.	Generator Repair - Salt Tank at Twin Oaks Res	118319	949.23
Air Quality Compliance Solutions, Inc.	Fuel Island Maint	118320	199.50
Air Quality Compliance Solutions, Inc.	Fuel Island Maint	118321	199.50
Rusty Wallis Inc	Soft Water Svc - Jan	118322	220.00
San Diego Gas & Electric	Power - Dec	118323	60,068.17
San Marcos Woods Homeowners Association	Rock Springs Sewer Prj 90003	118324	1,306.70
Staples Advantage	Office Supplies - Dec	118325	152.19
Dean Toth	SWRCB Cert Renewal	118326	60.00
Trussell Technologies Inc	MRF Diffuser Prj 20191-02	118327	10,044.79
Univar USA Inc	Caustic Soda, Sodium Bisulfite	118328	4,714.90
Verizon Wireless	Cell Phone Svc - Dec	118329	1,654.43
Walters Wholesale Electric	Electrical Supplies	118330	159.47
Tri-City Emergency Medical Group	Medical Svcs - Dec	118331	220.00
All Star Signs, Inc	Name Plates 4	118332	56.03
Branding 365	Public Outreach & Advertising Prj 20201-40	118333	576.64

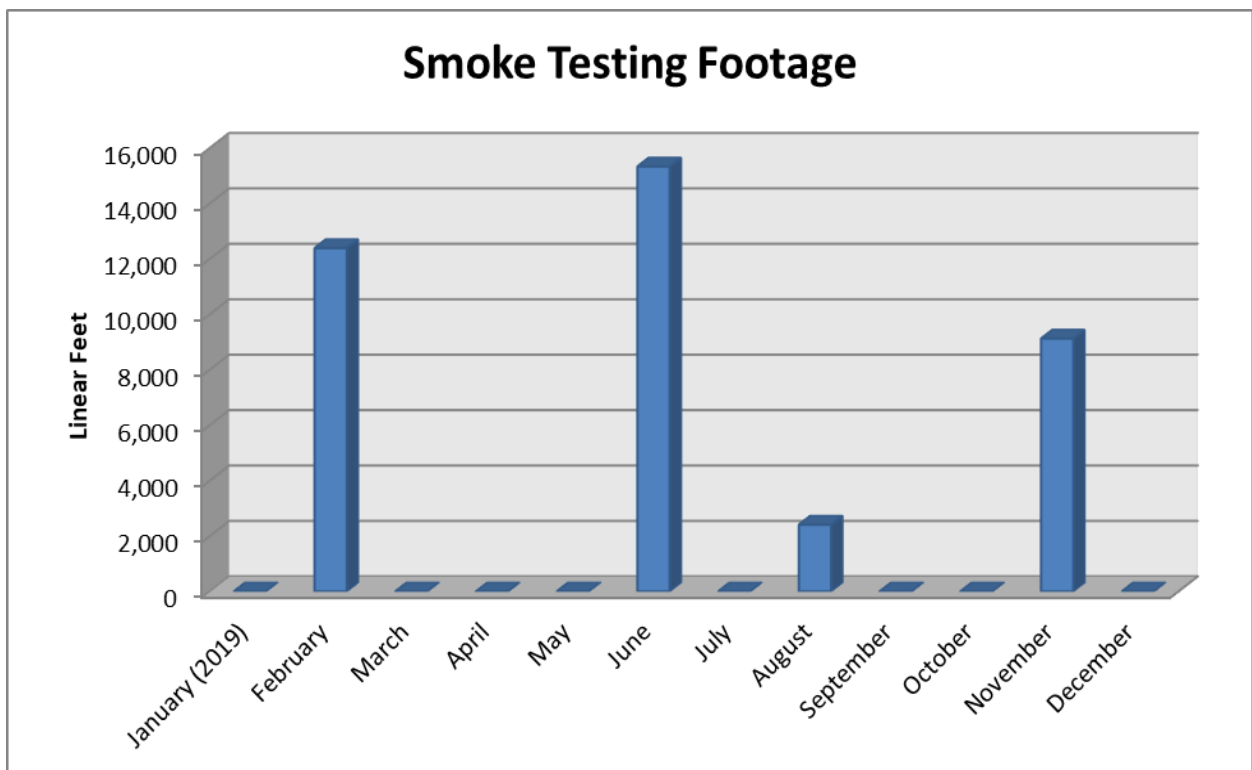
VALLECITOS WATER DISTRICT
WARRANTS LIST
February 5, 2020

PAYEE	DESCRIPTION	CHECK#	AMOUNT
Controlled Motion Solutions, Inc.	Vactor Hose, Vehicle Supplies	118334	322.74
Dougs Filter Service Inc	Cleaning Supplies	118335	193.95
Electrical Sales Inc	Hardware Supplies Prj 20201-04	118336	1,047.80
Grainger Inc	Sealant, Wax Spray, Cleaner, Hardware Supplies	118337	969.96
Haaker Equipment Co.	Hose Reel Bumper	118338	396.13
Hawthorne Machinery Co.	Excavator Rental Prj 20201-04, Dozer Rental	118339	2,563.84
Interstate Batteries	Generator Batteries 3, Solar Power Batteries 14	118340	4,125.36
Ken Grody Ford	Fleet Supplies	118341	30.66
Laser Cut Concrete Cutting Inc	Core Drilling Svcs	118342	280.00
Marcon Products Inc	SCADA Upgrade Prj 20201-04	118343	722.06
Olympic Coatings California	Powder Coat Lifting Svc	118344	197.99
Dangra Inc.	Safety Boots - Woodard	118345	133.61
Southland Paving	Lawrence Welk Court Water Line Replacement Prj 20201-08	118346	125,932.00
Superior Ready Mix Concrete LP	Rock & Cold Mix Prj 20161-04	118347	498.08
Traffic Supply Inc	Traffic Supplies	118348	403.83
Trench Shoring Co	Shoring Svcs Prj 20161-04	118349	1,613.00
Unifirst Corporation	Uniform Delivery	118350	1,620.55
Unitis, Inc.	Gravel, Sand Bags	118351	585.09
Garnishments	Payroll Garnishments	118352 through	-
Total Disbursements (141 Checks)			<u>831,187.15</u>
WIRES			
San Diego County Water Authority	December Water Bill	Wire	1,765,843.65
Encina Wastewater Authority	Quarterly UAL Additional Discretionary Payment	Wire	197,239.00
Encina Wastewater Authority	Quarterly Billing	Wire	1,790,011.72
Public Employees Retirement System	Retirement Contribution - January 14, 2020 Payroll	Wire	73,713.16
Public Employees Retirement System	Retirement Contribution - January 28, 2020 Payroll	Wire	73,750.57
Total Wires			<u>3,900,558.10</u>
PAYROLL			
Total direct deposits		Wire	236,404.49
VWD Employee Association		118208	572.00
Payroll & Garnishments		118210	1,001.06
IRS	Federal payroll tax deposits	118209 through	96,982.58
Employment Development Department	California payroll tax deposit	Wire	24,063.41
CalPERS	Deferred compensation withheld	Wire	32,826.43
VOYA	Deferred compensation withheld	Wire	11,658.18
Total January 14, 2020 Payroll Disbursements			<u>403,508.15</u>
Total direct deposits		Wire	5,850.11
IRS	Federal payroll tax deposits	Wire	3,477.43
Employment Development Department	California payroll tax deposit	Wire	841.94
Special Payroll Disbursements (i.e., final checks, accrual payouts, etc.)			<u>10,169.48</u>
Total direct deposits		Wire	235,505.26
VWD Employee Association		118352	572.00
Garnishments		118354	1,001.06
IRS	Federal payroll tax deposits	118353 through	96,014.79
Employment Development Department	California payroll tax deposit	Wire	22,532.74
CalPERS	Deferred compensation withheld	Wire	32,898.80
VOYA	Deferred compensation withheld	Wire	11,358.18
Total January 28, 2020 Payroll Disbursements			<u>399,882.83</u>
Total Payroll Disbursements			<u>813,560.46</u>
TOTAL DISBURSEMENTS			<u><u>5,545,305.71</u></u>

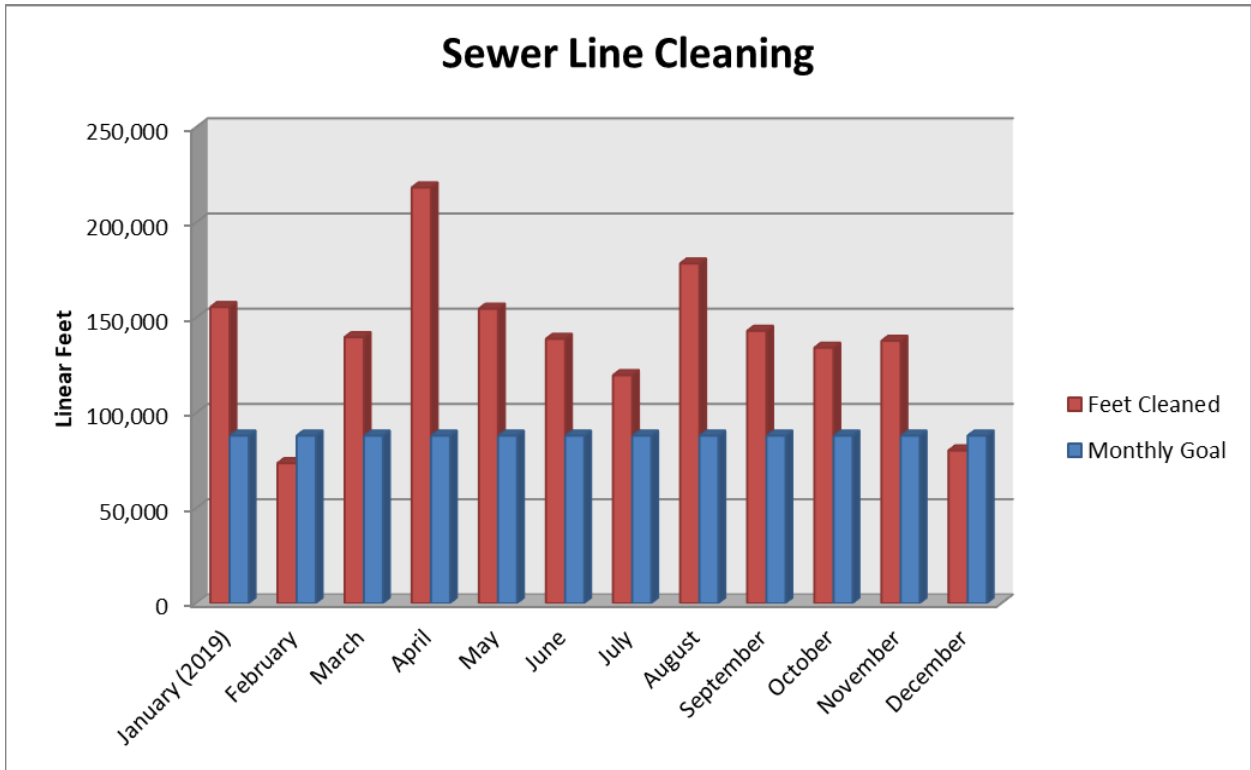
Quarterly O&M Metrics Report



CCTV Sewer Line Inspection Totals in Feet
 Total for Calendar Year 2019 = 215,207 ft.
 (Goal is to inspect at least 180,000 feet of gravity lines per calendar year)

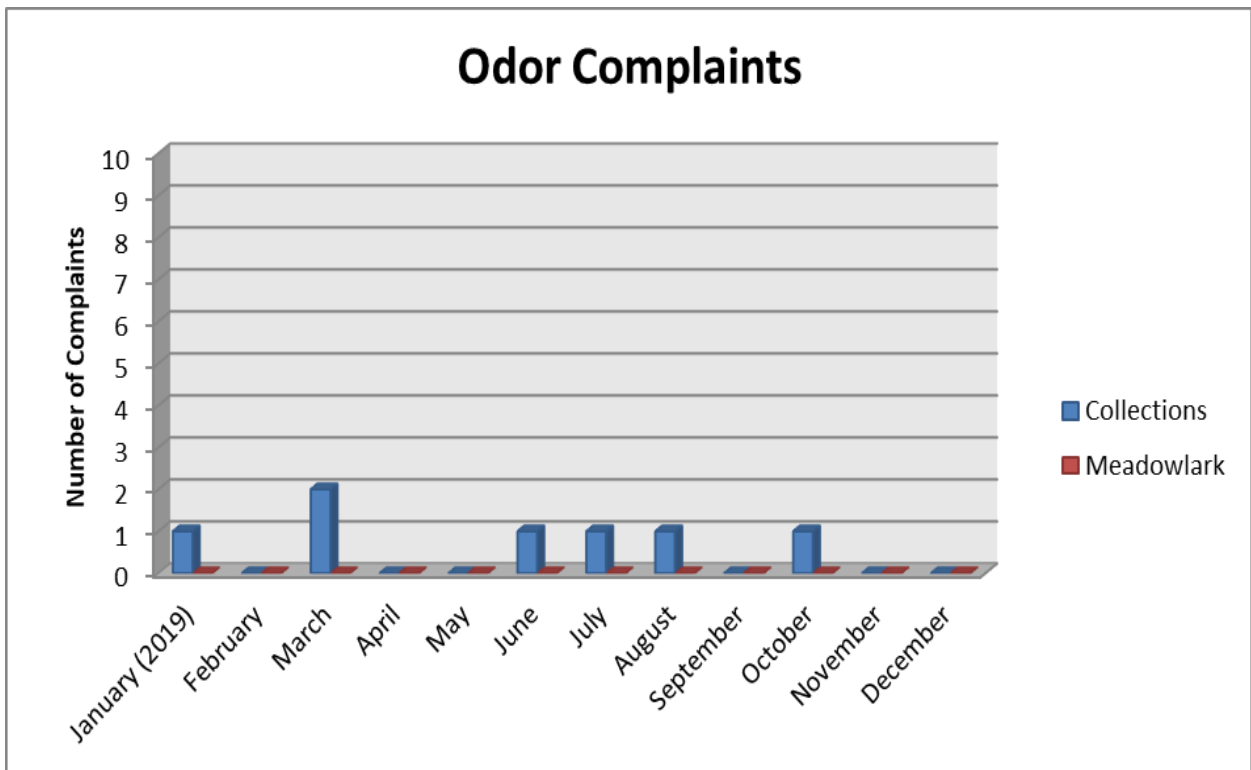


Smoke Testing of Sewer Lines in Feet
 (Goal is to smoke test three areas per calendar year based on suspected I&I)

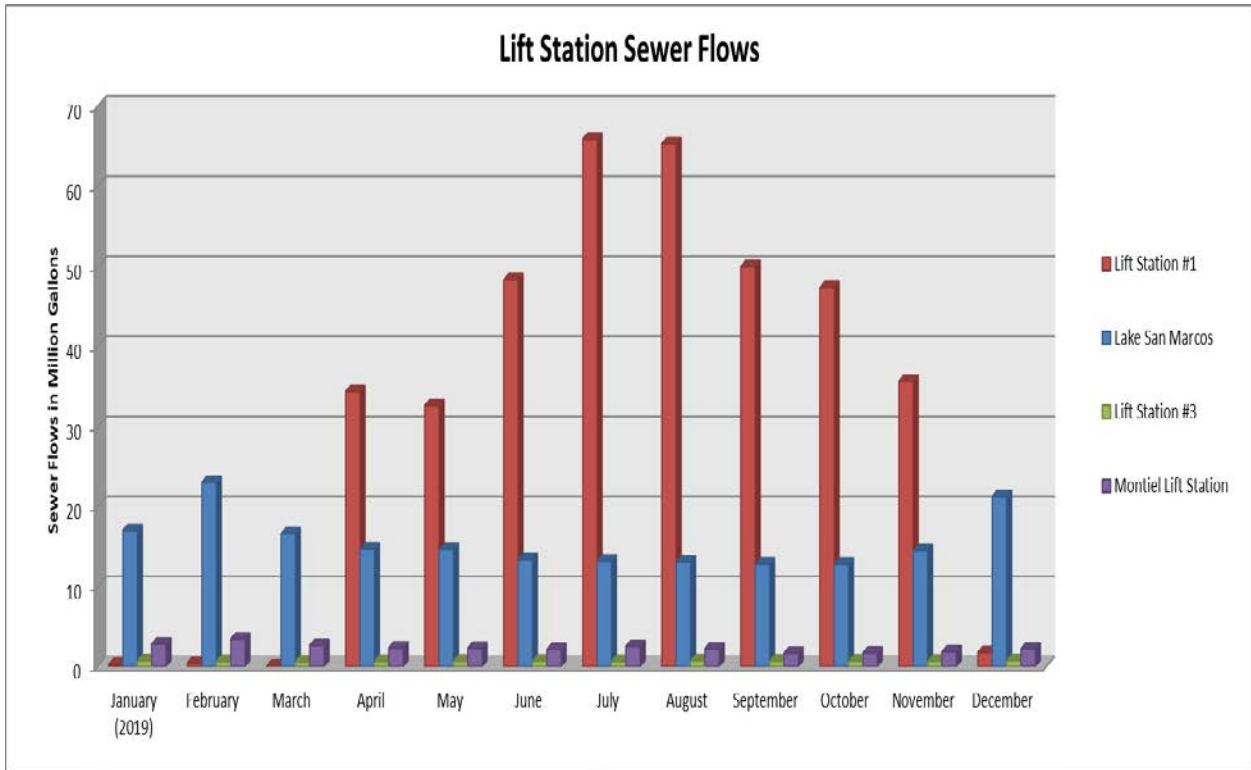


Sewer Line Cleaning Totals in Feet
 Total for Calendar Year 2019 = 1,673,850ft.

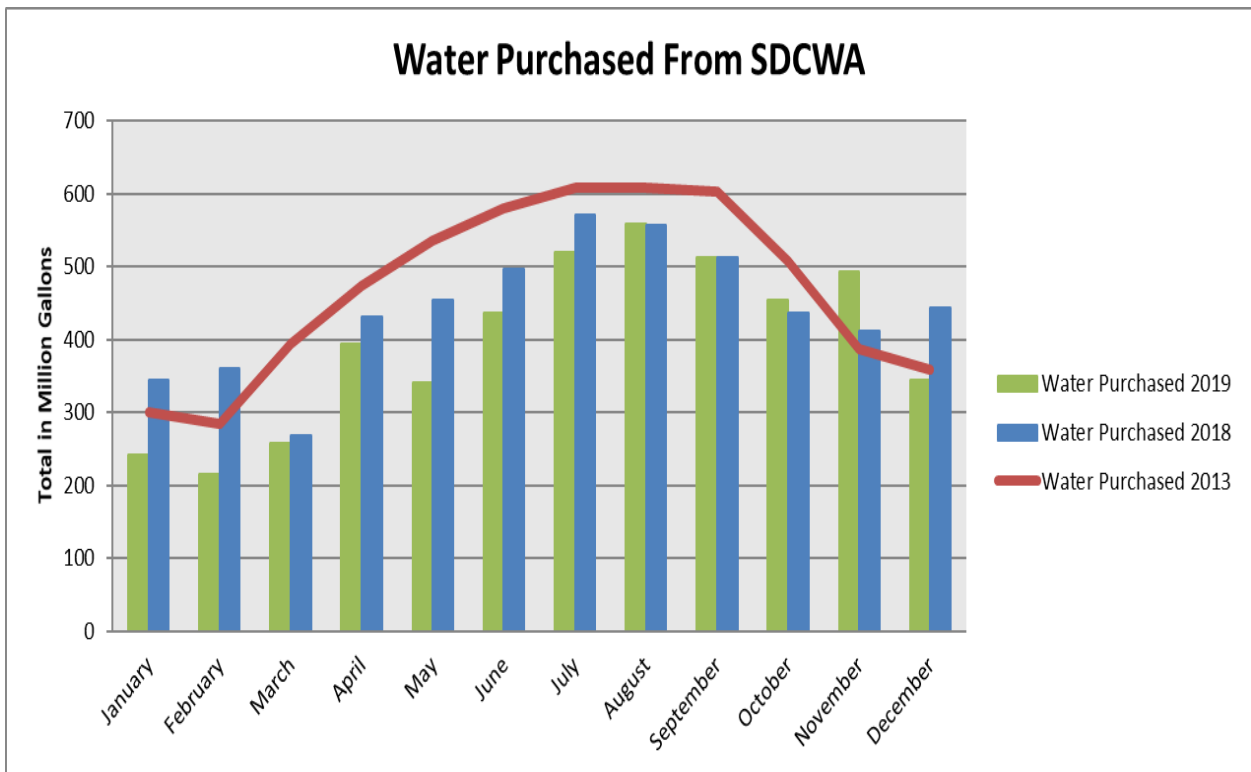
(Goal is to clean 1,000,000 ft. of gravity lines per year and clean the entire system in 15 months or less)



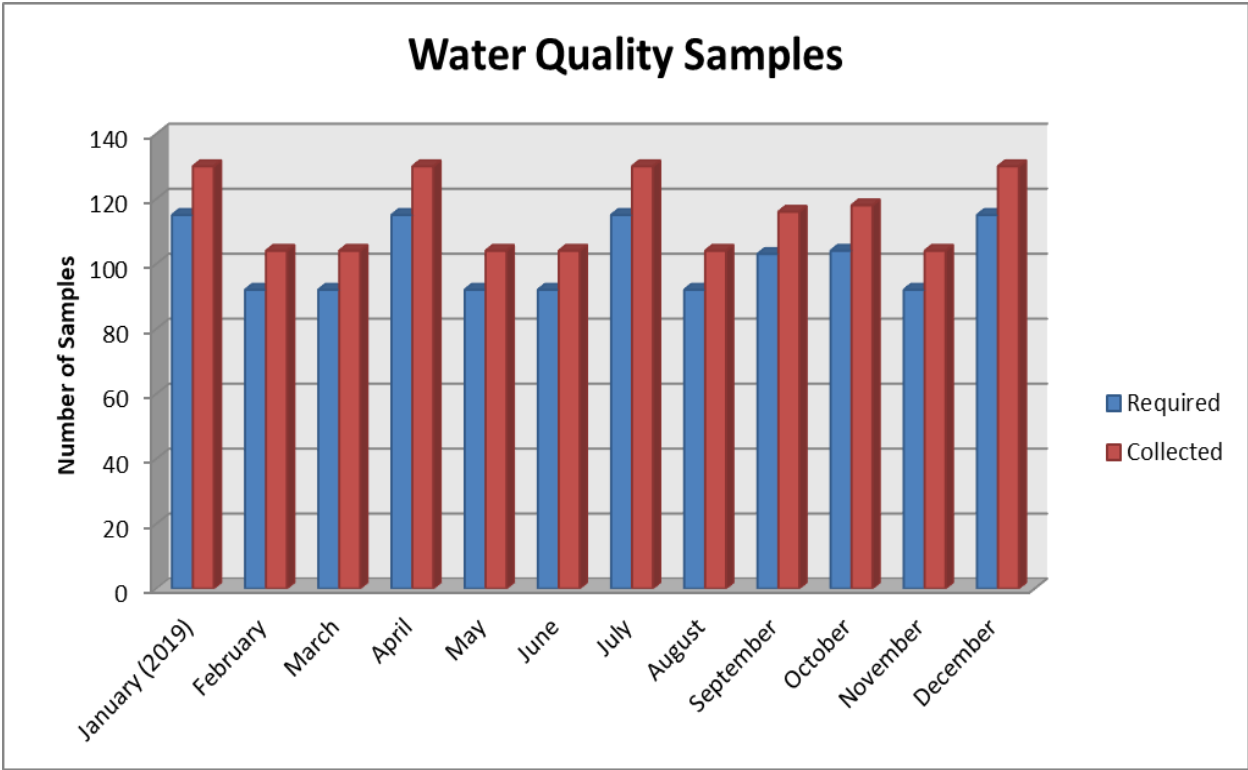
Customer Sewer Odor Complaints



Sewer Flows Pumped from District Lift Stations

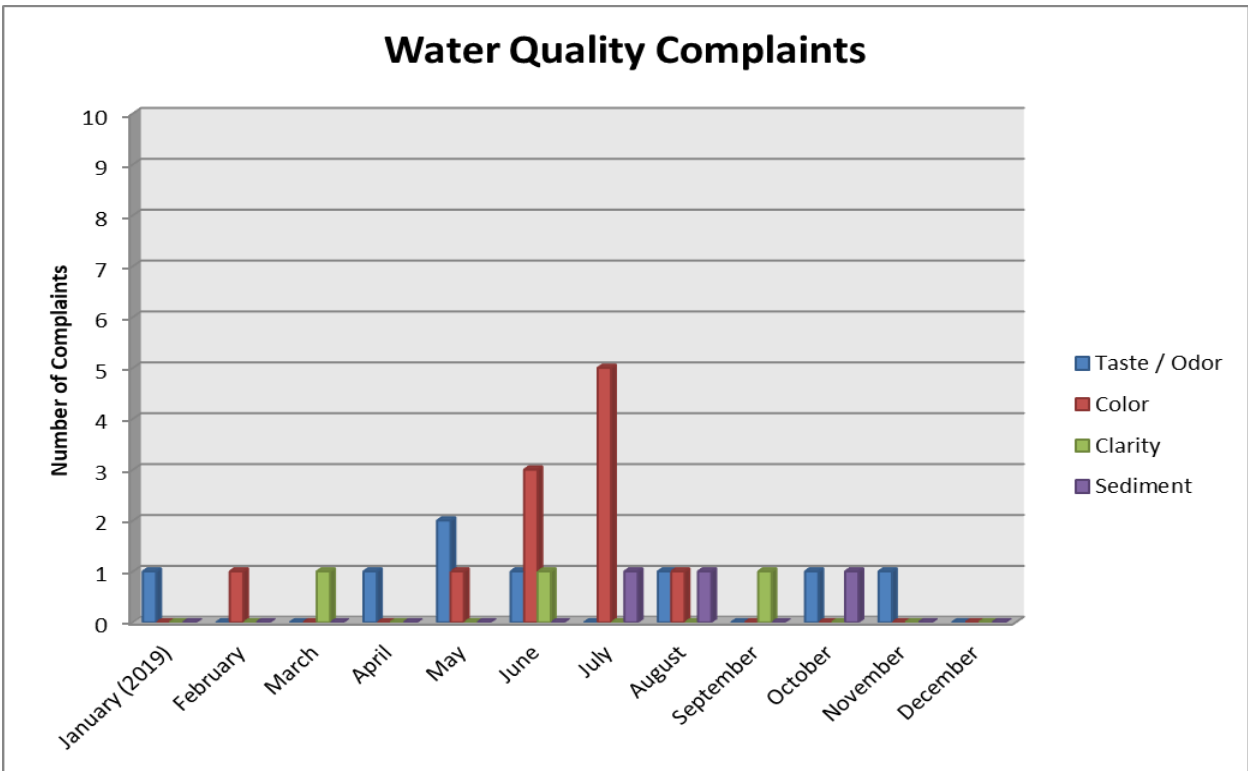


Water Purchased from the San Diego County Water Authority
 Calendar Year 2013 was used by the SWRCB as a baseline for water conservation efforts
 (Includes water from the desalination and OMWD plants)



Bacteriological Water Quality Samples

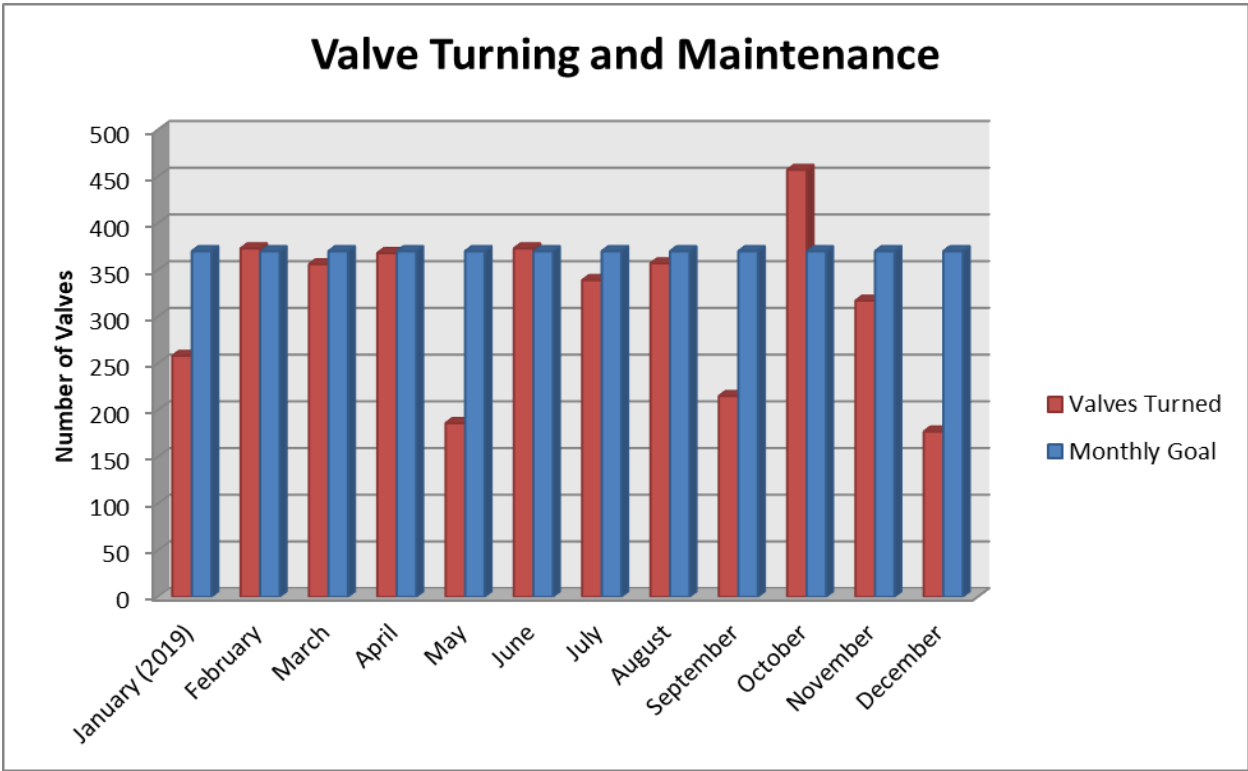
(Number of samples required each month is based on SWRCB regulations & the number of weeks per month)



Customer Water Quality Complaints

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

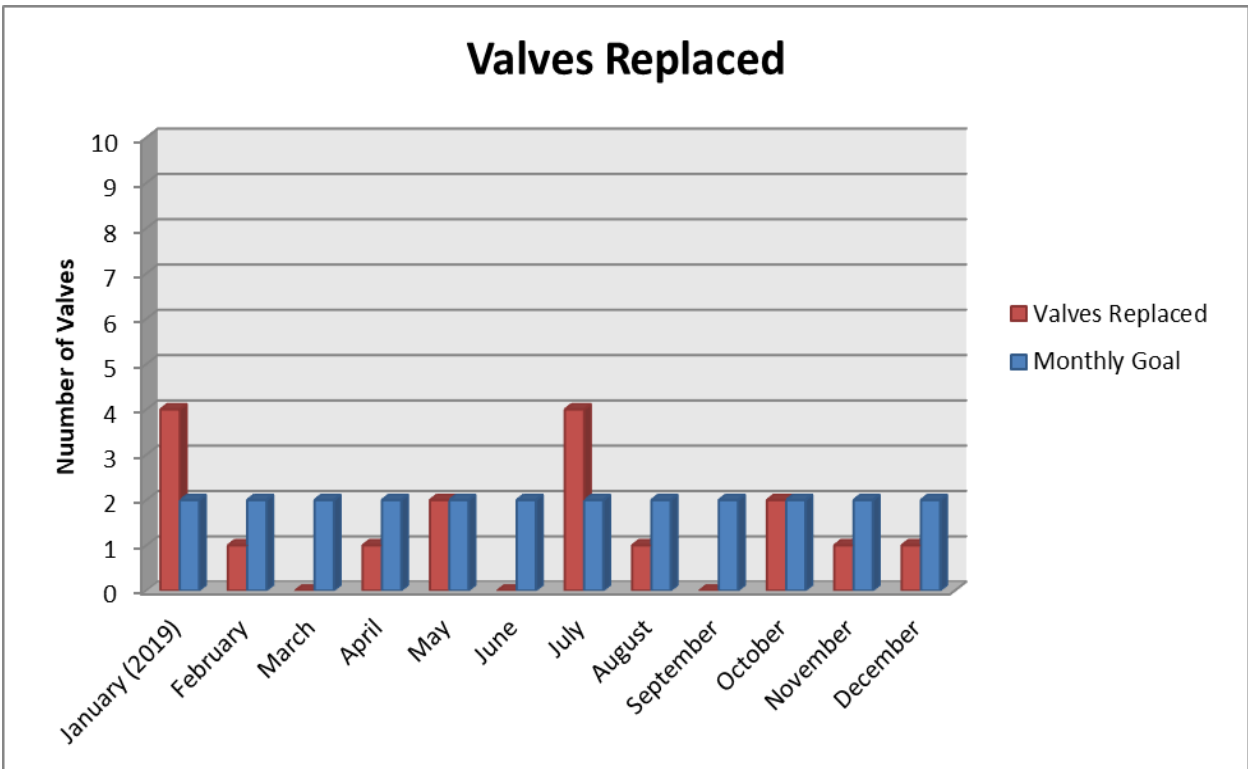
Valve Turning and Maintenance



Water Valves Turned in the Distribution System

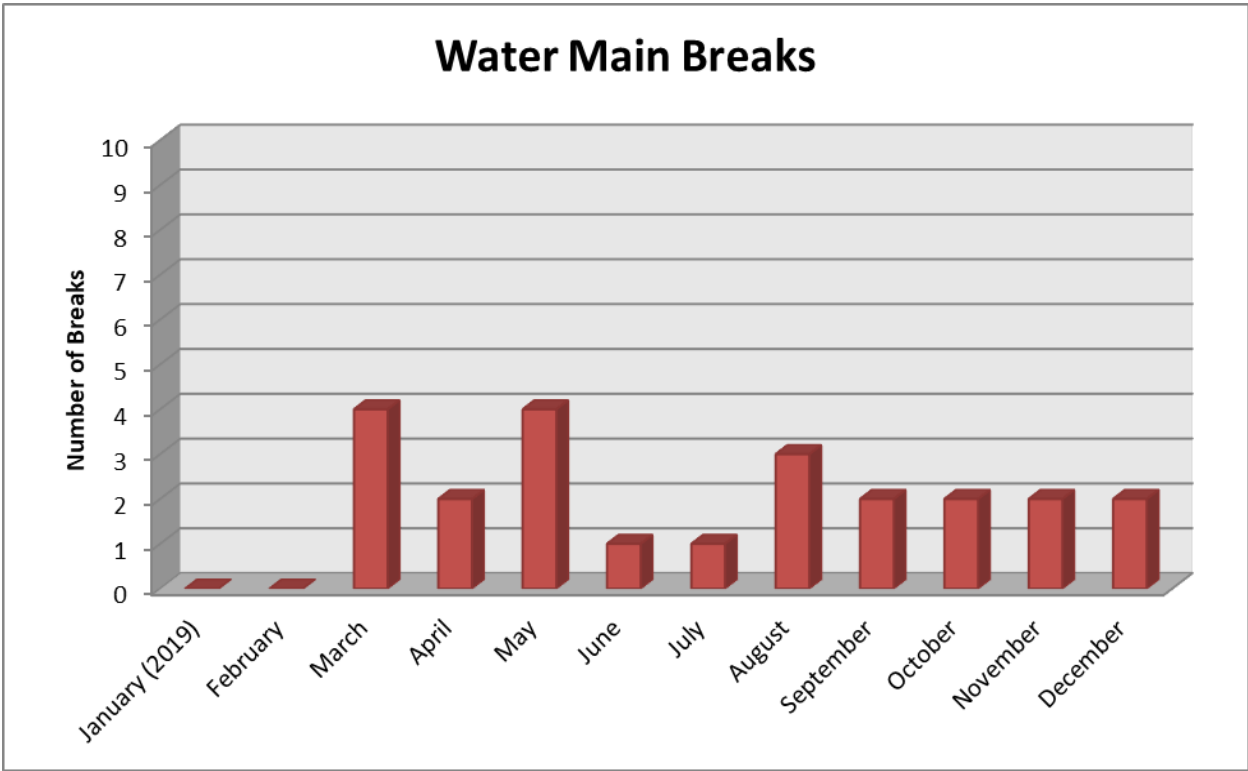
The District has 8,874 valves / 43% of the valves have been turned in Calendar Year 2019
(Goal is to turn 50% of valves every calendar year or about 370/Month)

Valves Replaced

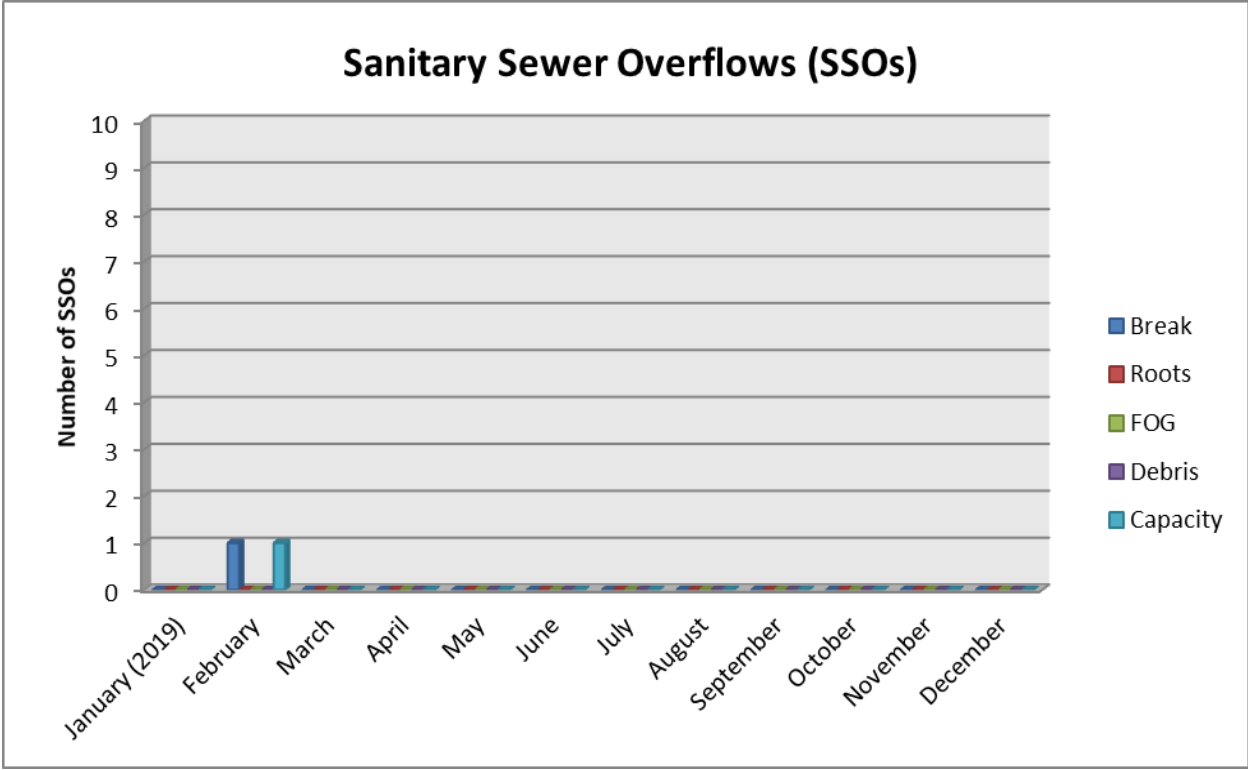


Water Valves Replaced in the Distribution System

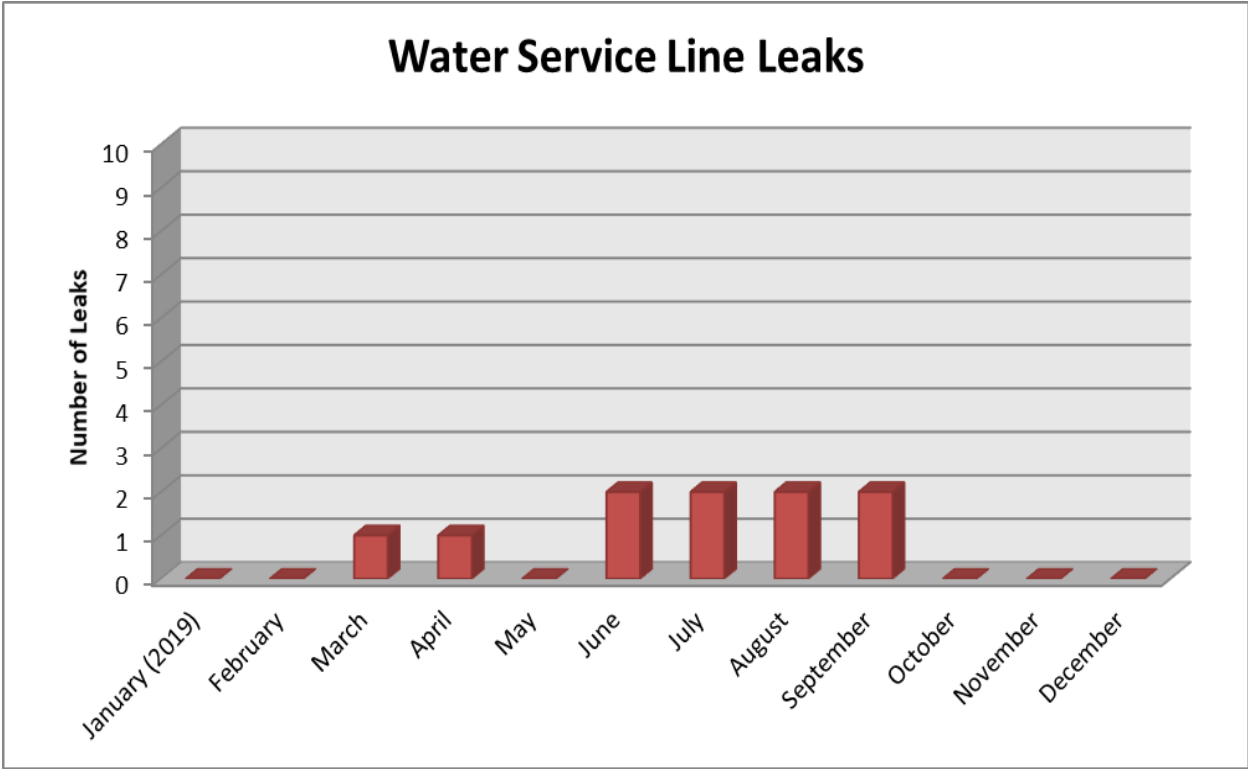
Total replaced so far for Fiscal Year 2019/20 = 17 / There are currently 35 broken valves that need replacing
(Goal is to replace 20 valves every fiscal year or around 2 per month)



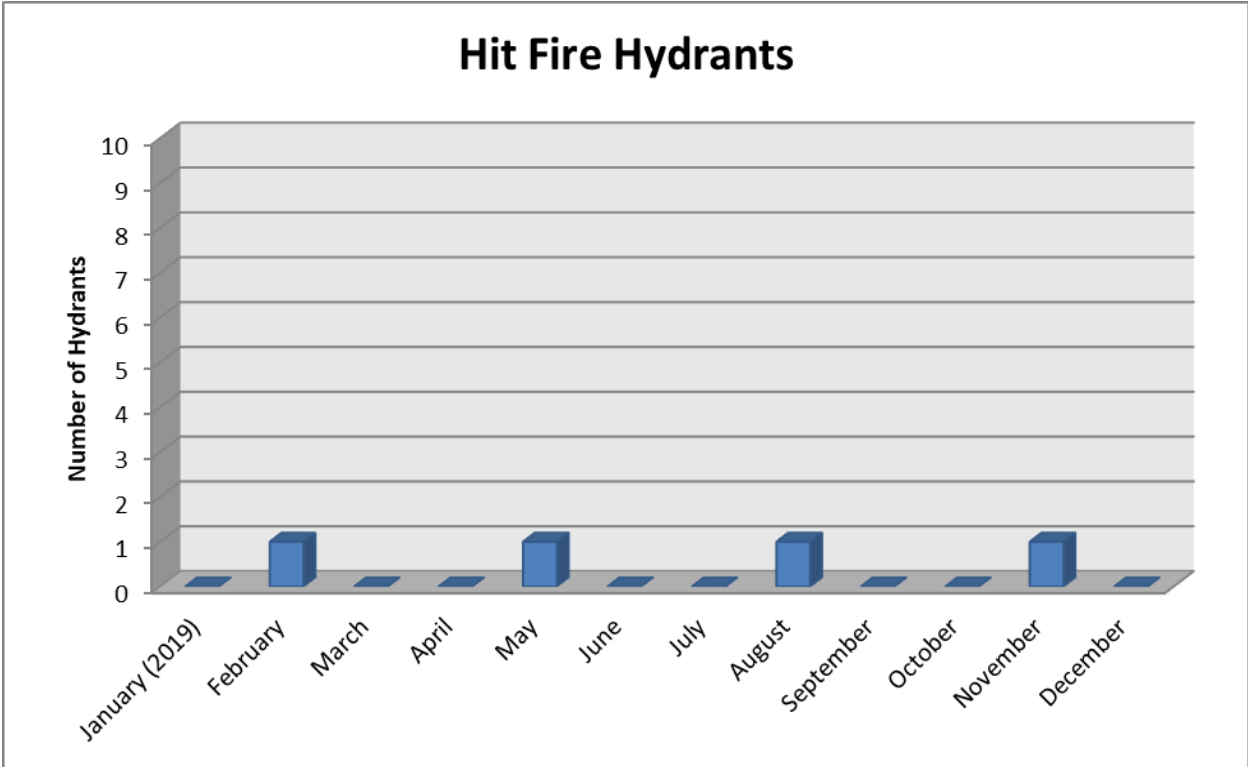
Water Mainline Breaks in the Distribution System
 (There have been 23 water main breaks in calendar year 2019 / There were 25 in 2018)



Sanitary Sewer Overflows (sewer spills and their cause) in the Wastewater Collections System
 (There have been 2 SSOs in calendar year 2019 / There were 3 in 2018)

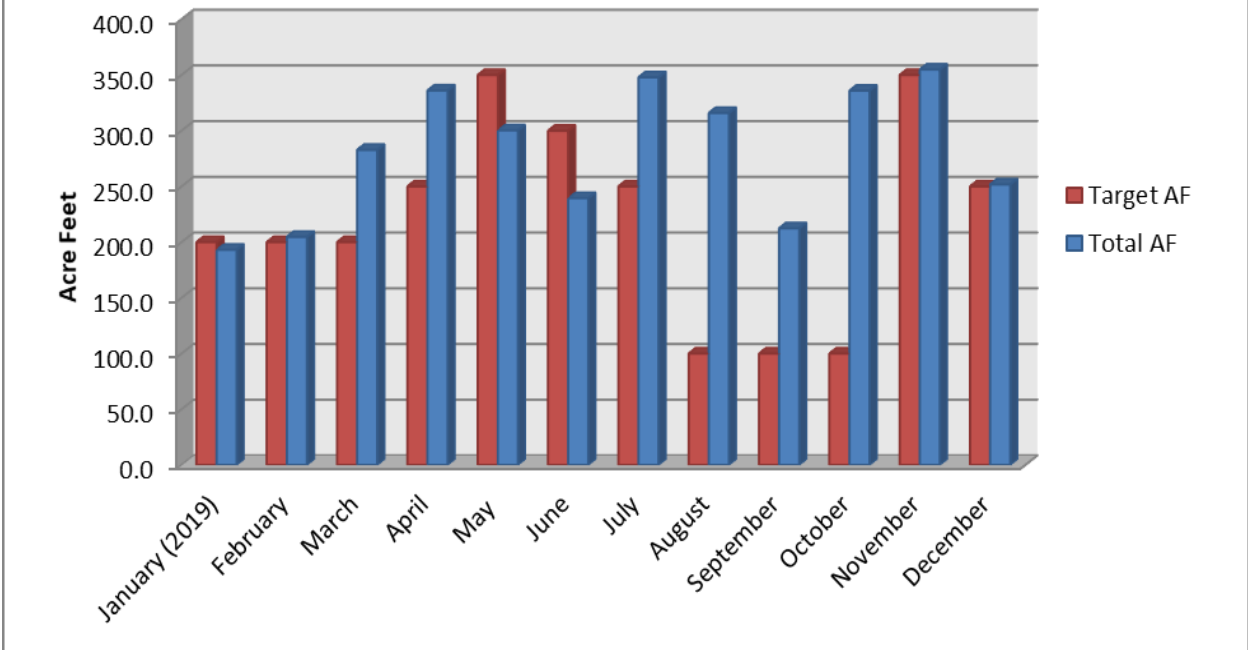


Water Service Line Leaks in the Distribution System
 (There have been 10 water service line leaks in calendar year 2019 / There were 15 in 2018)



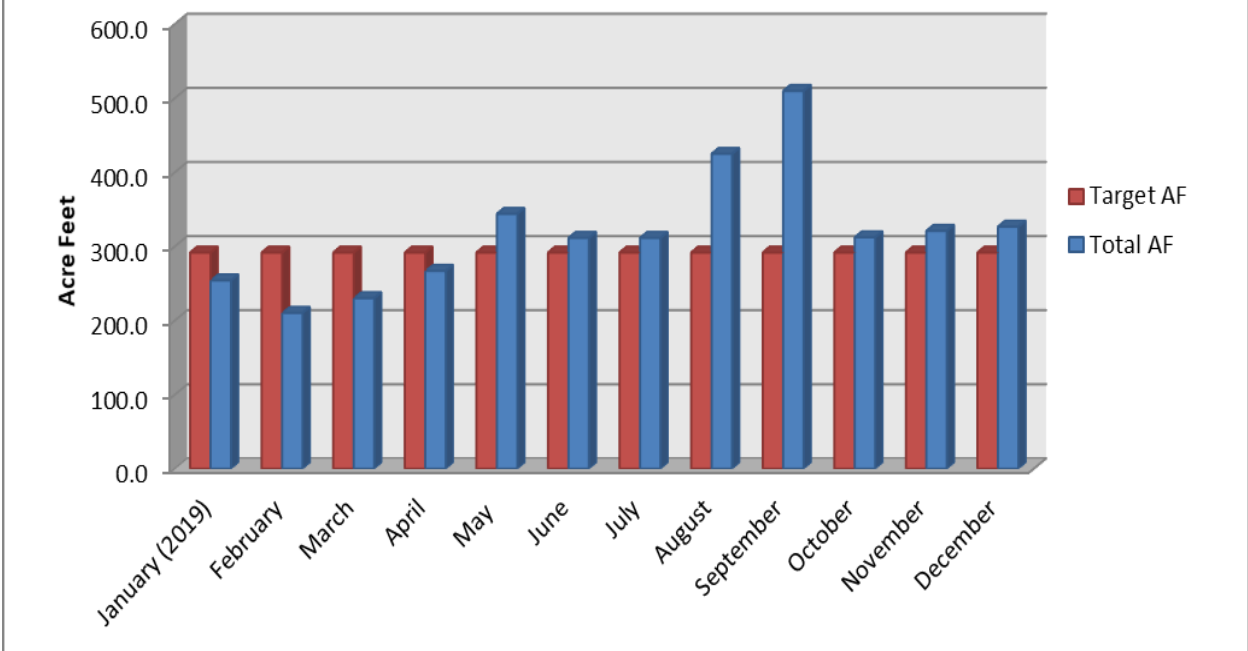
Fire Hydrants Hit in the Distribution System
 (There have been 4 fire hydrants hit in calendar year 2019 / There were 8 in 2018)

San Elijo Pump Station - OMWD Water Purchase



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 3,375 AF in CY 2019
 (The monthly Target Acre Feet varies throughout the year based on the agreement with OMWD)

Desalination Plant Water Purchase



Acre Feet (AF) of Water Purchased from the Carlsbad Desalination Plant
 Our annual minimum take from Desal is 3,500 AF / We have purchased 3,821 AF in CY 2019
 (Our monthly Target Acre Feet is based on our purchase agreement with SDCWA)

DATE: FEBRUARY 5, 2020
TO: BOARD OF DIRECTORS
SUBJECT: APPROVAL OF CONSTRUCTION AGREEMENT FOR NORTH CITY EAST INDUSTRIAL STREET AND CARMEL STREET WATER AND SEWER IMPROVEMENTS, APN 220-202-32 (URBAN VILLAGES SAN MARCOS, LLC.)

BACKGROUND:

Urban Villages San Marcos, LLC., owner of the project, has completed the plan check process with the District. The project is located on Industrial Street between Carmel Street and Barham Drive.

DISCUSSION:

A Construction Agreement is typically entered into between a developer and the District to ensure that the required public facilities are constructed to support the demands of the development.

The project will construct approximately 566 feet of 12-inch diameter PVC water main and 44 feet of 8-inch diameter PVC sewer main.

Upon completion of the water and sewer facilities, water and sewer service will be available to a commercial site consisting of a 17,000 square foot rock climbing gym.

All engineering fees and inspection deposits have been paid prior to Board approval of the Construction Agreement. Water and wastewater capital facility fees are due and payable prior to issuance of the final building inspection and/or utility release per Resolution No. 1441.

The owner has submitted standard surety bonds to guarantee completion of the project. The following bond amounts have been reviewed and approved by staff:

Labor and Materials	\$159,745.35
Faithful Performance	\$159,745.35

FISCAL IMPACT:

None. Future water and sewer revenues will offset costs of service.

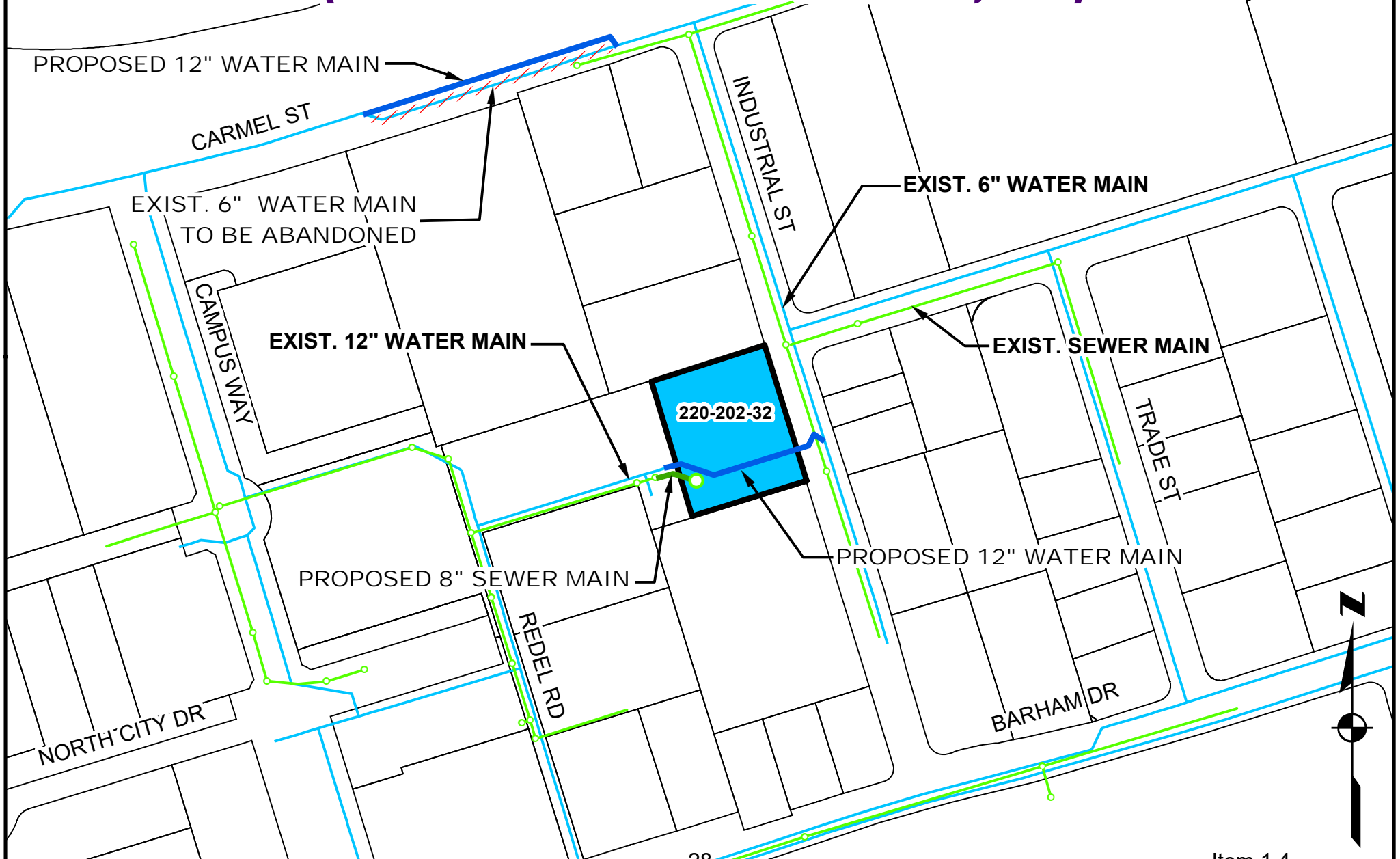
RECOMMENDATION:

Approve the Construction Agreement for North City East Industrial Street and Carmel Street.

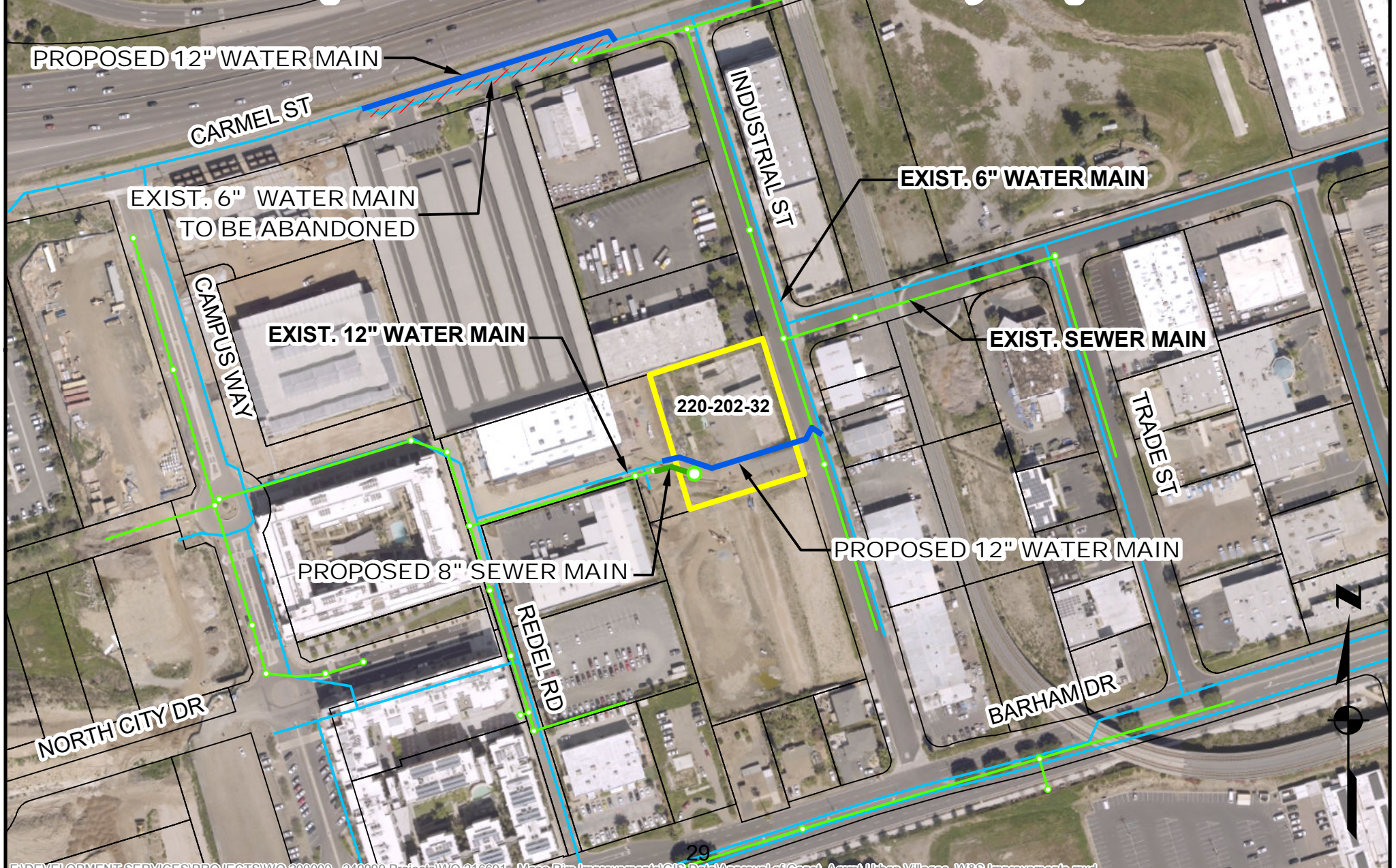
ATTACHMENTS:

2 Map Exhibits – 1 Plat Map & 1 Aerial
Construction Agreement

APPROVAL OF CONSTRUCTION AGREEMENT FOR NORTH CITY EAST INDUSTRIAL STREET AND CARMEL STREET WATER AND SEWER IMPROVEMENTS APN 220-202-32 (URBAN VILLAGES SAN MARCOS, LLC)



APPROVAL OF CONSTRUCTION AGREEMENT FOR NORTH CITY EAST INDUSTRIAL STREET AND CARMEL STREET WATER AND SEWER IMPROVEMENTS APN 220-202-32 (URBAN VILLAGES SAN MARCOS, LLC)



**AGREEMENT FOR CONSTRUCTION OF FACILITIES TO BE
DEDICATED TO THE VALLECITOS WATER DISTRICT**

THIS AGREEMENT is entered into by and between VALLECITOS WATER DISTRICT (“DISTRICT”), a County Water District organized and operating pursuant to the County Water District Law, California Water Code §§ 30000 et seq., and **URBAN VILLAGES SAN MARCOS, LLC** (“DEVELOPER”), a California Limited Liability Company.

RECITALS

1. DEVELOPER desires to improve certain real property which lies within the boundaries of the DISTRICT consisting of approximately **.99 acres** commonly described as Tax Assessor's Parcel Nos. **220-202-32** (“PROJECT”).

2. DEVELOPER has requested that DISTRICT provide water and/or sewer service to parts of the PROJECT upon payment of applicable fees, construction and installation by DEVELOPER of the water and/or sewer facilities (“FACILITIES”) necessary to serve the PROJECT and acceptance of the FACILITIES by the DISTRICT.

3. DEVELOPER is required to submit plans and specifications for construction of the FACILITIES for review and approval by DISTRICT. The plans and specifications have been prepared by **Stevens Cresto Engineering, Inc.** and are identified as **NORTH CITY EAST – INDUSTRIAL STREET & CARMEL STREET IMPROVEMENTS (MESA RIM PROJECT) VWD WO 216691 PN# 2019100632**. DEVELOPER shall construct the FACILITIES pursuant to the approved plans and specifications which shall include DISTRICT's standard specifications and applicable special provisions. DEVELOPER shall comply with all terms of this Agreement. All work covered by this Agreement shall be completed on or before _____, 201___. In the event work is not completed by that date, this AGREEMENT shall terminate unless DEVELOPER obtains a written extension from DISTRICT.

COVENANTS

4. CONDITIONS PRECEDENT TO EXECUTION OF AGREEMENT. Each of the following items is an express condition precedent to the obligation of the DISTRICT to execute this Agreement:

4.1 FEES AND CHARGES. DEVELOPER shall pay all fees and charges due as established by the DISTRICT in its discretion from time to time. All Capital Facility and Connection fees are non-refundable.

4.2 ENVIRONMENTAL REVIEW. DEVELOPER shall provide the DISTRICT with all environmental documents previously utilized to obtain approvals for the PROJECT. In the event that the DISTRICT determines additional environmental review is necessary, all fees and costs to prepare this additional environmental review shall be borne solely by the DEVELOPER.

4.3 APPROVED PLANS AND SPECIFICATIONS. DEVELOPER shall prepare and submit to the DISTRICT a set of plans and specifications for the FACILITIES. The plans and specifications for the FACILITIES include DISTRICT's standard specifications and applicable special provisions and are incorporated herein by reference as if set forth in full. Approval of these plans and specifications by the DISTRICT shall be a condition precedent to the obligations of the DISTRICT to execute this Agreement. Approval of these plans and specifications by the DISTRICT shall not relieve the DEVELOPER of liability for any improper design or construction of the FACILITIES.

4.4 CHANGES TO PLANS AND SPECIFICATIONS. DISTRICT, without liability to DISTRICT, DISTRICT's engineer and their consultants, and each of their directors, officers, employees, and agents, may require such changes, alterations, or additions to the plans and specifications which do not exceed ten percent (10%) of the original DISTRICT estimated cost of the work as may be determined necessary or desirable by DISTRICT in its sole discretion, including those necessary due to errors or omissions in the approved plans or specifications. Changes, alterations, or additions without said 10% limitation may be made for unforeseen conditions such as rock excavation, unstable soil conditions, or high water tables requiring dewatering.

5. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. Prior to construction of FACILITIES under this Agreement, the DEVELOPER

shall provide and maintain the following commercial general liability and automobile liability insurance:

- 5.1 COVERAGE.** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

 - A. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001);
 - B. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
- 5.2 LIMITS.** The DEVELOPER shall maintain limits no less than the following:

 - A. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
 - B. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- 5.3 REQUIRED PROVISIONS.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

 - A. DISTRICT, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the DEVELOPER; products and completed operations of the DEVELOPER; premises owned, occupied or used by the DEVELOPER; and automobiles owned, leased, hired or borrowed by the DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers.
 - B. For any claims related to this project, the DEVELOPER's insurance shall be primary insurance as respects DISTRICT, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or

other coverage maintained by DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT, its directors, officers, employees, or authorized volunteers.

D. The DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the DEVELOPER, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to DISTRICT.

Such liability insurance shall indemnify the DEVELOPER and his/her sub-DEVELOPER's against loss from liability imposed by law upon, or assumed under contract by, the DEVELOPER or his/her sub-DEVELOPER's for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support. Additionally, the automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to DISTRICT.

6. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

7. ACCEPTABILITY OF INSURANCE. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by DISTRICT.

8. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The DEVELOPER and all sub-DEVELOPERS shall insure (or be a qualified self-insured) under

the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The DEVELOPER shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

9. RESPONSIBILITY FOR WORK. Until the completion and final acceptance by DISTRICT of all the work under and implied by this agreement, the work shall be under the DEVELOPER's responsible care and charge. The DEVELOPER shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

10. EVIDENCE OF INSURANCE. Prior to construction of FACILITIES under this Agreement, the DEVELOPER shall file with DISTRICT a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against DISTRICT (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include **Required Provisions, A-E**.

The DEVELOPER shall, upon demand of DISTRICT, deliver to DISTRICT such policy or policies of insurance and the receipts for payment of premiums thereon.

11. CONTINUATION OF COVERAGE. If any of the required coverage expires during the term of this agreement, the DEVELOPER shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against DISTRICT (if builder's risk insurance is applicable) to DISTRICT at least ten (10) days prior to the expiration date.

12. SUB-DEVELOPERS. In the event that the DEVELOPER employs other DEVELOPERS (sub-DEVELOPERS) as part of the work covered by this agreement, it shall be the DEVELOPER's responsibility to require and confirm that each sub-DEVELOPER meets the minimum insurance requirements specified above.

13. SECURITY. Upon execution of this Agreement and prior to Board approval, DEVELOPER shall provide the DISTRICT with a payment bond and a performance bond, each in the amount of **\$ 159,745.35**. Each payment and performance bond shall represent 100% of the estimated construction costs of the FACILITIES. Bonds shall be furnished by surety companies satisfactory to the DISTRICT. Surety companies, to be acceptable to the DISTRICT,

must have an acceptable rating from Best's Key Rating Guide, authorized to do business and have an agent for service of process in California.

If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state of California for any reason, DEVELOPER shall, within ten (10) days after notice from the DISTRICT, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the DISTRICT in its sole discretion. The premium on such bonds shall be paid by the DEVELOPER.

In the event the PROJECT is sold, transferred or assigned the performance and payment bonds shall remain in effect unless new bonds acceptable to the DISTRICT have been provided.

The performance and the payment bonds must remain in effect throughout the period for performance of the work until the work is accepted by formal action of the Board of Directors of the DISTRICT.

In lieu of providing these performance and payment bonds, DEVELOPER may provide the DISTRICT with a cash deposit to replace either or both of these bonds, or may provide the DISTRICT with an Instrument of Credit, or Irrevocable Letter of Credit on a form acceptable to the DISTRICT. No substitution or modification of the DISTRICT's standard Instrument of Credit or Irrevocable Letter of Credit shall be accepted without approval of the DISTRICT.

14. DEVELOPER'S FAILURE TO PROVIDE INSURANCE OR BONDS. In the event any insurance or security provided to the DISTRICT in accordance with this Agreement is terminated or canceled for any reason, or is limited in the scope of coverage required by this Agreement, DEVELOPER shall have thirty (30) consecutive days from written notice from DISTRICT to procure the required insurance or security. The failure of DEVELOPER to present alternative insurance or security acceptable to DISTRICT within this thirty- (30-) day period shall constitute a material breach of this Agreement entitling the DISTRICT to unilaterally terminate this Agreement or sue DEVELOPER for damages at the election of the DISTRICT.

15. EASEMENTS. Prior to execution of this Agreement, DEVELOPER shall provide DISTRICT with a current preliminary title report issued within the last 90 days covering all properties in which easements are to be granted to the DISTRICT. The cost of the preliminary title report shall be borne solely by DEVELOPER. DEVELOPER shall provide the DISTRICT with such easements as the DISTRICT may require, as determined by the DISTRICT in its sole discretion. All easements to be conveyed to the DISTRICT shall be prepared on the DISTRICT's standard form easements. All easements shall: (1) be of a width satisfactory to

DISTRICT, in no case less than twenty (20) feet without specified approval of the Board of Directors; (2) be free and clear of all liens and/or encumbrances which could affect title to the easement; and (3) have recorded subordination agreements for all trust deeds or other liens to insure that the DISTRICT has prior rights in any easements being conveyed to the DISTRICT. DEVELOPER shall procure a policy of title insurance in favor of the DISTRICT covering easements to be granted in amounts determined by the DISTRICT subject only to those conditions of record acceptable to the DISTRICT. All fees and costs to procure easements required by the DISTRICT shall be borne solely by DEVELOPER. Nothing in this Agreement shall obligate the DISTRICT to exercise its condemnation authorities to acquire any easement determined necessary by the DISTRICT. All easements being conveyed to the DISTRICT must be in a recordable form acceptable to the DISTRICT prior to approval of plans and specifications by the DISTRICT.

16. QUALIFIED SERVICE COMMITMENT. Nothing in this Agreement is intended to limit the power of the DISTRICT to restrict the use of water as provided by California Water Code §§ 350 et seq., and §§ 31026 et seq. DEVELOPER is advised and understands that the ability of the DISTRICT to provide water service to the PROJECT is dependent upon the continuing availability of water imported to the DISTRICT from other agencies. In the event of a water shortage, threatened water shortage, or an emergency, water service to DEVELOPER's project may not be available or may be curtailed or restricted. Consequently, the DISTRICT cannot guarantee that water will be available at the time service is requested. The declaration of a water shortage, threatened water shortage or emergency shall be exercised in the sole discretion of the DISTRICT. DEVELOPER agrees that the DISTRICT shall not be liable for any damages, costs, fees, or expenses of any kind, caused by any curtailment, restriction, or termination of potable water service determined necessary by the DISTRICT.

17. CONSTRUCTION OF FACILITIES. DEVELOPER shall not commence construction of any FACILITIES required by this Agreement until DEVELOPER has received written authorization from the DISTRICT to proceed. All work performed on the FACILITIES shall be done in strict compliance with the approved plans and specifications and in a good and workmanlike manner as determined by the DISTRICT in its sole discretion. All work performed on the FACILITIES by DEVELOPER shall be subject to inspection by the DISTRICT's designated representatives and DEVELOPER shall comply with all instructions given by the DISTRICT's representative during construction of the work. All fees and costs to construct the FACILITIES shall be borne by DEVELOPER.

18. COMPLIANCE WITH APPLICABLE LAW. DEVELOPER shall insure that all work performed on the project is performed in a manner which complies with all applicable federal and state laws and all county and local government rules and regulations, including all rules and regulations of DISTRICT, as these rules and regulations may be modified or changed from time to time. DEVELOPER shall be solely responsible for obtaining and paying for all permits, licenses and approvals necessary to construct the FACILITIES. DEVELOPER shall provide verification that permits, licenses and approvals have been obtained promptly upon demand from DISTRICT.

19. PREVAILING WAGES. DEVELOPER is aware of the provisions of California Labor Code §§ 1770 et seq., which requires the payment of prevailing wage rates and the performance of other requirements if it is determined that DEVELOPER's contract with its contractor to construct the FACILITIES is a public works contract. DEVELOPER agrees to hold the DISTRICT and its officers, employees and agents harmless from any claim of liability, including costs of defense and attorney's fees, arising from any alleged failure to comply with these provisions of the Labor Code.

DEVELOPER, and not the DISTRICT, shall be liable for insuring that prevailing wages, as set by the Director of the Department of Industrial Relations, have been paid for all work performed in accordance with this contract. In the event of any claim, DEVELOPER shall provide the DISTRICT with all information in DEVELOPER's possession concerning the claim within ten (10) consecutive days following written demand from the DISTRICT.

20. UTILIZATION OF A PORTION OF WORK. DISTRICT shall have the right upon written notification to the DEVELOPER to utilize such portions of the work DISTRICT deems sufficiently complete to be utilized or placed into service.

21. ACCEPTANCE OF WORK. Upon completion of the FACILITIES required by this Agreement to the satisfaction of the DISTRICT, the FACILITIES which have been constructed shall be presented to the Board of Directors of the DISTRICT for dedication and the filing of a Notice of Completion. The DISTRICT shall have no obligation to accept the FACILITIES or file a Notice of Completion if the design and/or construction of the work is not satisfactory to the DISTRICT in its sole discretion. Upon recordation of a Notice of Completion, all right, title, ownership and interest in the FACILITIES shall be deemed to have been transferred to the DISTRICT. DEVELOPER shall not allow any part of PROJECT to be occupied prior to acceptance of FACILITIES by DISTRICT.

22. WATER SERVICE MAINTENANCE AFTER ACCEPTANCE OF WORK. Due to the uncertainty of prompt sale/construction/occupancy of the project's lots and based on the

need to provide adequate flow to residences, DEVELOPER shall be responsible for periodic flushing of the services within the subdivision until such time as the subdivision is sold. The DISTRICT and DEVELOPER will cooperate to provide manpower and schedule work.

23. LIABILITY FOR WORK PRIOR TO FORMAL ACCEPTANCE. Until the Board of Directors of the DISTRICT has formally accepted all work performed in accordance with this Agreement, DEVELOPER shall be solely responsible for all damage to the work regardless of cause and for all damages or injuries to any person or property from any cause excepting injury or damage caused by the sole or active negligence of DISTRICT, its agents, servants or employees.

24. LIABILITY AFTER ACCEPTANCE OF WORK. After the Board of Directors of the DISTRICT has accepted the FACILITIES by formal action of the Board, DEVELOPER and DEVELOPER's successors in interest shall remain liable for all injuries or damage to persons or property including damage to the work itself, arising from or related to design or construction of the FACILITIES.

25. RELEASE OF SECURITY. Forty (40) days after the Notice of Completion has been filed by the DISTRICT, the DISTRICT shall release any security previously provided by DEVELOPER, as long as no claims have been filed. The security shall not be released until the DISTRICT has received a warranty bond or alternative security acceptable to the DISTRICT covering 25% of the original performance bond or alternative security amount. DISTRICT must have warranty bond prior to Board acceptance of the project. This new security shall remain in effect until the warranty period has expired One (1) year from final Board Acceptance and DEVELOPER has corrected all defects noted by the DISTRICT during the warranty period.

26. WARRANTY. DEVELOPER shall and hereby does guarantee all work and materials for the FACILITIES to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of acceptance of the work by the DISTRICT. The DEVELOPER shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year period without expense whatsoever to the DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted. In the event DEVELOPER fails to comply with the above-mentioned conditions within one (1) week after being notified in writing, the DISTRICT is authorized to proceed to have the defects remedied and made good at the expense of DEVELOPER who agrees to pay the cost and charges therefore immediately upon demand. Such action by the DISTRICT will not relieve the DEVELOPER of the guarantee

required by this section. This section does not in any way limit liability of the DEVELOPER for any design defects or defects in the work subsequently discovered by the DISTRICT.

27. INDEMNITY. DEVELOPER shall be solely responsible and liable for design defects or defects in work performed to construct the FACILITIES required by this Agreement. This shall include liability and responsibility for injury or damage to the work itself. DEVELOPER hereby agrees to hold harmless, indemnify and defend the DISTRICT, the DISTRICT's representatives and each of the DISTRICT's officers, employees and agents from any and all claims, suits or action of every name, kind and description brought for or on account of injuries to or death of any person or damage to any property resulting from design or construction of the FACILITIES except where the injury or damage has been caused by the sole and active negligence of the DISTRICT, its agents, servants or employees. In the event that any suit is instituted naming the DISTRICT as a party, the DISTRICT shall be entitled to appoint its own independent counsel to represent the DISTRICT; and DEVELOPER agrees to pay all attorney's fees and litigation costs associated with this defense. This indemnity shall extend to any claims arising because DEVELOPER has failed to properly secure any necessary easement, land right, contract or approval

28. AS-BUILT DRAWINGS. Prior to acceptance of the work by the Board of Directors of the DISTRICT, DEVELOPER shall provide the DISTRICT with two (2) blueprint copies of "as-built" drawings. Upon approval of the blueprint copies the DISTRICT will require a bonded mylar or original drawing, disk and certification by a licensed engineer in the state of California as to the accuracy and completeness of the "as-built" drawings.

29. CASH DEPOSITS. DEVELOPER shall provide the DISTRICT with an initial cash deposit in the amount of **\$17,488.50** to cover all DISTRICT fees and costs associated with the FACILITIES. When this deposit has been drawn down to **\$ 1,500.00**, DEVELOPER agrees to deposit such additional sums as the DISTRICT may determine from time to time to cover all fees and costs of the DISTRICT. Prior to final acceptance of the project, a final accounting will be forwarded to the developer for payment. Additional deposits for additional inspections after acceptance of the project may be requested.

30. MISCELLANEOUS PROVISIONS.

30.1 VENUE. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.

- 30.2 MODIFICATION.** This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.
- 30.3 ATTORNEY'S FEES.** In the event of any legal or equitable proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law. This provision shall apply to the entire Agreement.
- 30.4 ENTIRE AGREEMENT.** This Agreement, together with all the exhibits attached to this Agreement, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements are in conflict with this Agreement are intended to be replaced in total by this Agreement and its exhibits.
- 30.5 ASSIGNMENTS.** DEVELOPER shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior consent of the DISTRICT, which consent shall not be unreasonably withheld. Any purported assignment without the DISTRICT's prior written consent shall be void.
- 30.6 BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs and assigns.
- 30.7 UNENFORCEABLE PROVISIONS.** The terms, conditions and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.
- 30.8 REPRESENTATION OF CAPACITY TO CONTRACT.** Each of the parties to this Agreement represents and warrants that he has the authority to execute this Agreement on behalf of the entity represented by that individual.
- 30.9 OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT COUNSEL.** DEVELOPER warrants and represents that DEVELOPER has been

advised to consult independent legal counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Agreement.

30.10 NO WAIVER. The failure of either party to enforce any term, covenant or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant or condition of this Agreement at any later date or as a waiver of any term, covenant or condition of this Agreement.

30.11 NOTICES. All letters, statements or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served or when sent certified mail, return receipt requested to the following addresses:

30.12 EFFECTIVE DATE. The effective date of this Agreement, executed in counterparts in the North County Judicial District, County of San Diego, State of California, is _____.

“DISTRICT” VALLECITOS WATER DISTRICT	
By: _____ Glenn Pruum, Secretary Board of Directors Vallecitos Water District	Dated: _____

“DEVELOPER”	
Name: _____	
Title: _____	
Company: _____	
Signature*: _____	Dated: _____

*Acknowledgment of the signature(s) of authorized representative(s) of DEVELOPER executing this Construction Agreement, by a Notary Public, is required. Attach acknowledgment to this page.

DATE: FEBRUARY 5, 2020
TO: BOARD OF DIRECTORS
SUBJECT: FINAL ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS FOR NORTH CITY EAST INFRASTRUCTURE, APN 221-110-20, 221-110-31, 220-200-40, 220-200-47, 220-200-48 AND 220-200-49 (URBAN VILLAGES SAN MARCOS, LLC.)

BACKGROUND:

Urban Villages San Marcos, LLC, owner of the project, has completed the installation of water and sewer facilities for their development located on the east side of Twin Oaks Valley Road between Barham Drive and Carmel Street.

DISCUSSION:

Water and/or sewer facilities for private land development projects are constructed by a developer. When completed to the satisfaction of the District, those facilities are accepted by the Board of Directors and become District property.

The project constructed approximately 2,635 feet of 12-inch diameter PVC water main, 1,148 feet of 8-inch diameter PVC sewer main, and 273 feet of 12-inch PVC diameter sewer main.

Upon final acceptance of the project, water and sewer service will be available for future development of the University District East, including an educational building and commercial space.

The owner has provided the District with the required security to guarantee repairs due to failure of materials or workmanship for a period of one year. All current fees and charges have been paid to date.

Along with the water and sewer mains, assorted appurtenances were installed such as water meters, fire hydrants, gate valves, and sewer laterals and manholes.

The owner has paid a total of \$330,550.50 in water capital facility fees and \$482,029.00 in wastewater capital facility fees for release of meters prior to occupancy for the educational building and commercial space.

FISCAL IMPACT:

None. Future water and sewer revenues will offset costs of service.

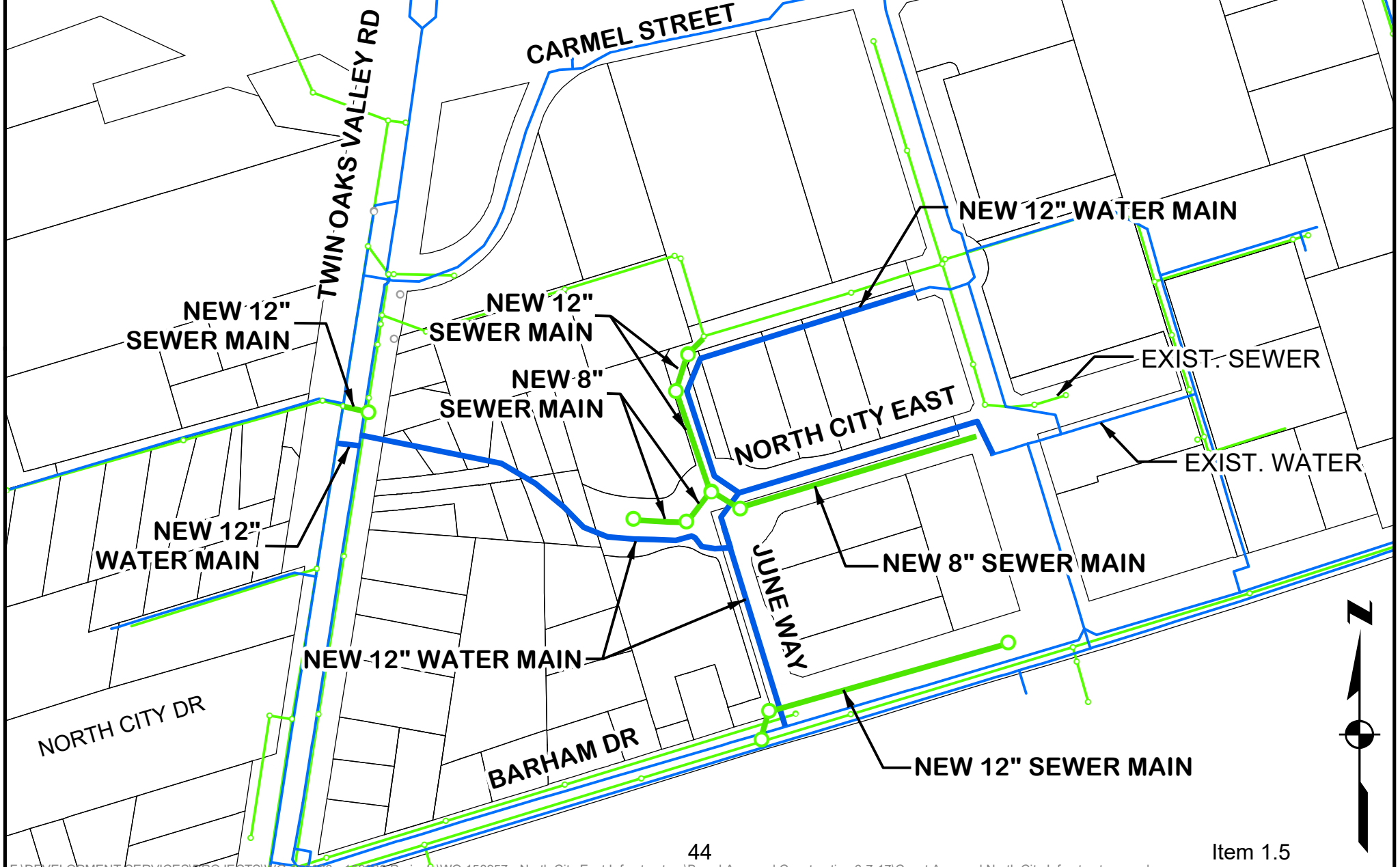
RECOMMENDATION:

Accept the project improvements and approve the filing of a Notice of Completion for North City East Infrastructure.

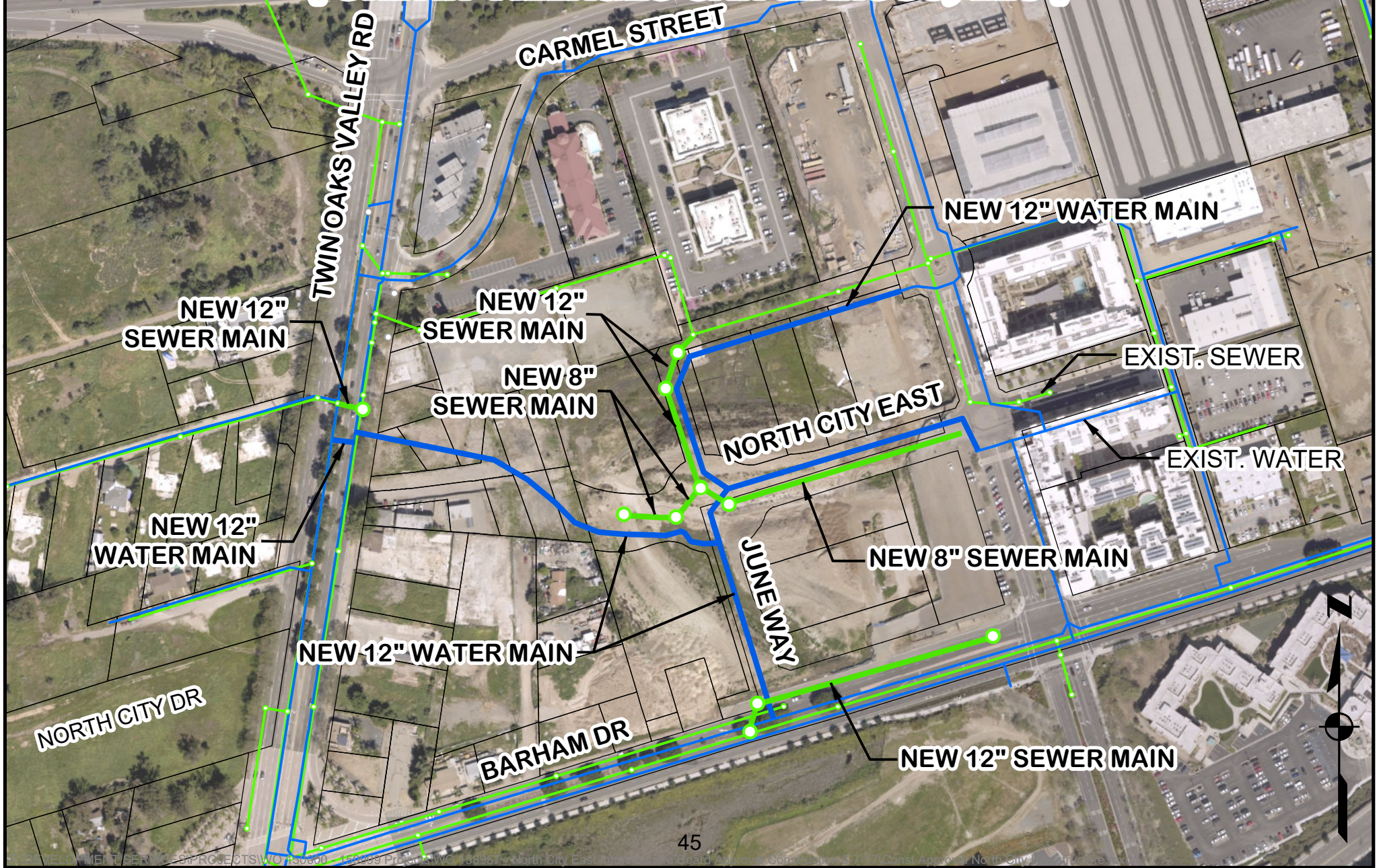
ATTACHMENTS:

2 Map Exhibits – 1 Plat Map & 1 Aerial

**FINAL ACCEPTANCE OF WATER AND SEWER FOR NORTH CITY
EAST INFRASTRUCTURE APN - 221-110-20, 221-110-31, 220-200-40,
220-200-47, 220-200-48 AND 220-200-49
(URBAN VILLAGES SAN MARCOS, LLC)**



**FINAL ACCEPTANCE OF WATER AND SEWER FOR NORTH CITY
EAST INFRASTRUCTURE APN - 221-110-20, 221-110-31, 220-200-40,
220-200-47, 220-200-48 AND 220-200-49
(URBAN VILLAGES SAN MARCOS, LLC)**



DATE: FEBRUARY 5, 2020
TO: BOARD OF DIRECTORS
SUBJECT: REQUEST TO WAIVE REQUIREMENTS OF SECTION 2.5 OF ORDINANCE 200 AND TO APPROVE ANNEXATION OF CERTAIN PROPERTY DESIGNATED AS “LUPA SEWER ANNEXATION” (APN 228-010-25) INTO THE VALLECITOS WATER DISTRICT SEWER IMPROVEMENT DISTRICTS 5, 6 & A

BACKGROUND:

The Lupa property consists of two adjacent parcels totaling approximately 2.33 acres located on Anthony Heights Drive east of Nordahl Road and north of Rock Springs Road (APN 228-010-24 & 25) in the City of Escondido. Both parcels are outside of the Vallecitos Water District water service boundary and APN 228-010-24 is within VWD’s sewer service area. Both parcels are within Vista Irrigation District’s (VID) service boundary.

DISCUSSION:

Richard Lupa is the owner of the two adjacent parcels. Mr. Lupa wishes to combine these parcels into one parcel in order to build an accessory dwelling unit. However, the two parcels are in different tax rate areas because APN 228-010-24 is within VWD’s sewer service area. Per the County of San Diego, the two properties cannot be combined unless they are in the same tax rate area. The State Board of Equalization determines property tax rate areas based on jurisdictional boundaries. A fee is required for all boundary changes based on acreage.

APN 228-010-24 is already located in VWD’s Sewer Improvement Districts 5, 6 & A but is outside of VWD’s water district boundary. Mr. Lupa has requested to annex APN 228-010-25 into VWD’s Sewer Improvement Districts 5, 6 & A to duplicate the existing service condition on APN 228-010-24. This will allow both parcels to be placed in the same tax rate area and the owner can pursue the lot consolidation with the County of San Diego.

Per VWD’s Ordinance No. 200, Section 2.5, a property to be annexed into the Sewer Improvement District “A”, where water service is being provided by another agency, shall also be required to annex into the Vallecitos Water District water service boundary. This requirement originated in the previous version of the District’s annexation ordinance, Ordinance No. 153, in 2008 to be consistent with the San Diego Local Agency Formation Commission (LAFCO) direction.

Recent discussions with LAFCO, however, reveal that Section 2.5 is in conflict with State Board of Equalization policy. Specifically, the Board of Equalization does not allow a property to be within two separate water districts’ water service areas concurrently. The Board of Equalization does, however, allow a property to be within one water district for water service and a separate water district for sewer service.

VWD does not have a water main fronting either of the properties. However, VID has a water main located in Nordahl Road adjacent to the parcels and currently provides water service to APN 228-010-24.

Mr. Lupa is requesting the Board waive the requirement to annex into VWD's water service area and allow him to annex APN 228-010-25 only into VWD's sewer service area. Because this is for an accessory dwelling unit, the additional expenses to annex into VWD for water are prohibitive.

Staff recommendation falls in line with Mr. Lupa's request, not because of hardship concerns, but because Section 2.5 of District Ordinance No. 200 directly conflicts with State Board of Equalization annexation policy. By waiving the requirement for APN 228-010-25 to annex into the District's water service area, the Board of Directors would bring this annexation request in line with State Board of Equalization requirements.

FISCAL IMPACT:

Owner has paid an administration deposit of \$1,000 for staff time to process the annexation.

The requirement for water annexation is requested to be waived, which would also eliminate the collection of water annexation fees in the amount of \$6,575.85 (1.35 acres x \$4,871.00 per acre). Payment of \$13,059.90 in sewer annexation fees will be collected in accordance with Ordinance 200. All other fees will cover actual costs and have no fiscal impact.

Once the properties have been combined into one parcel, the entire new 2.33-acre parcel will be served by the existing VID water and VWD sewer connections. If, for any reason, the parcels are not combined, separate VWD sewer service connections will be required to serve any future sewer use on APN 228-010-25. Applicable Wastewater Capital Facility Fees will be due for those new connections at the then current rate.

RECOMMENDATION:

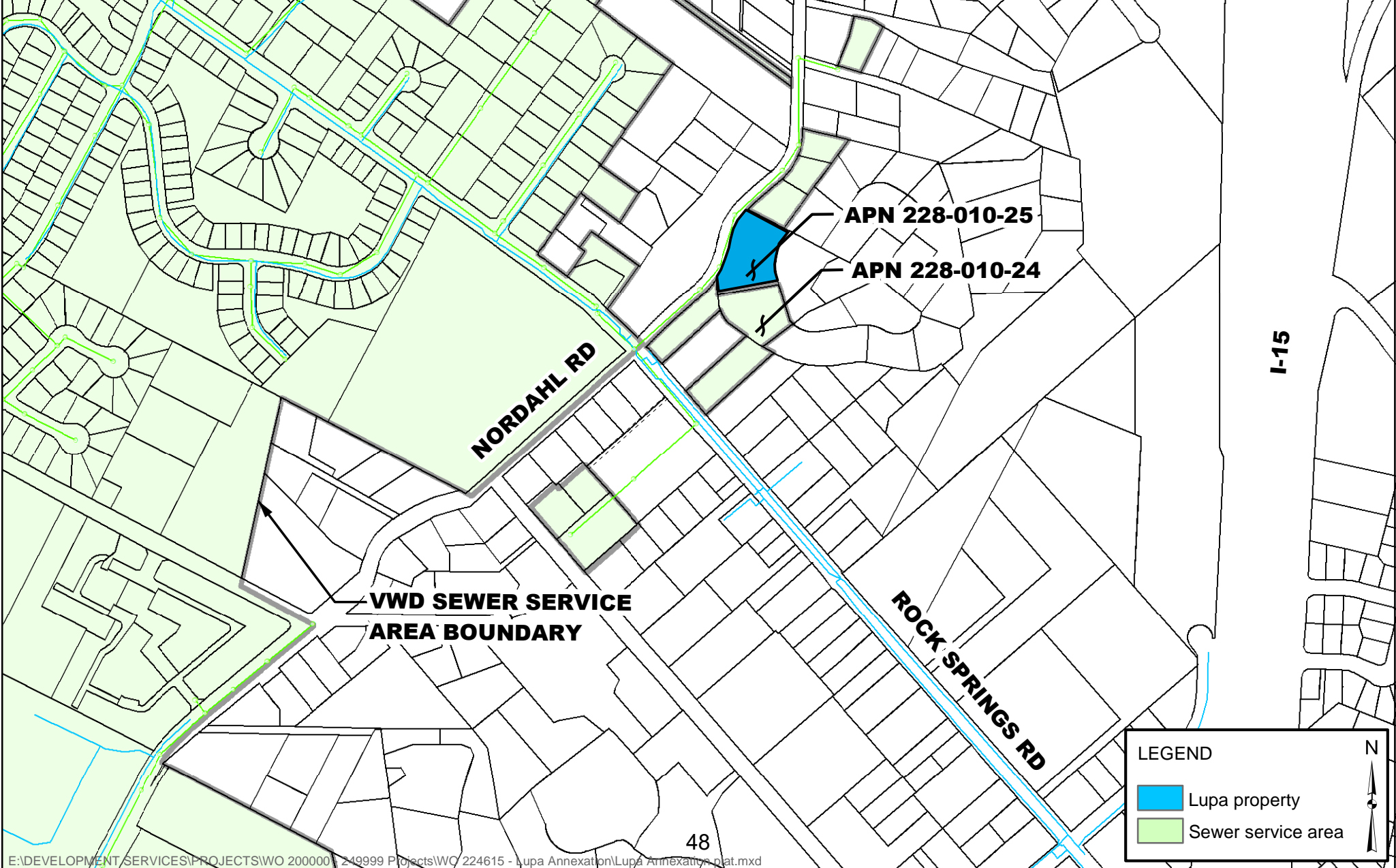
Waive the requirement for annexation into VWD's water service boundary and approve the sewer only annexation of APN 228-010-25 into the Vallecitos Water District's Sewer Improvement Districts 5, 6 & A with the following conditions:

1. Payment of \$13,059.90 in sewer annexation fees for APN 228-010-25 (1.35 acres x \$9,674.00 per acre)
2. Payment of State Board of Equalization fee of \$350.00
3. Submittal of a copy of title report initiated or updated within the last six months showing ownership.
4. Submittal of a geographic description of the property including a plat map on electronic media.
5. Completion of the annexation within 2 years of Board Approval. If annexation is not completed within the 2 years of Board Approval, a new request for annexation may be required.

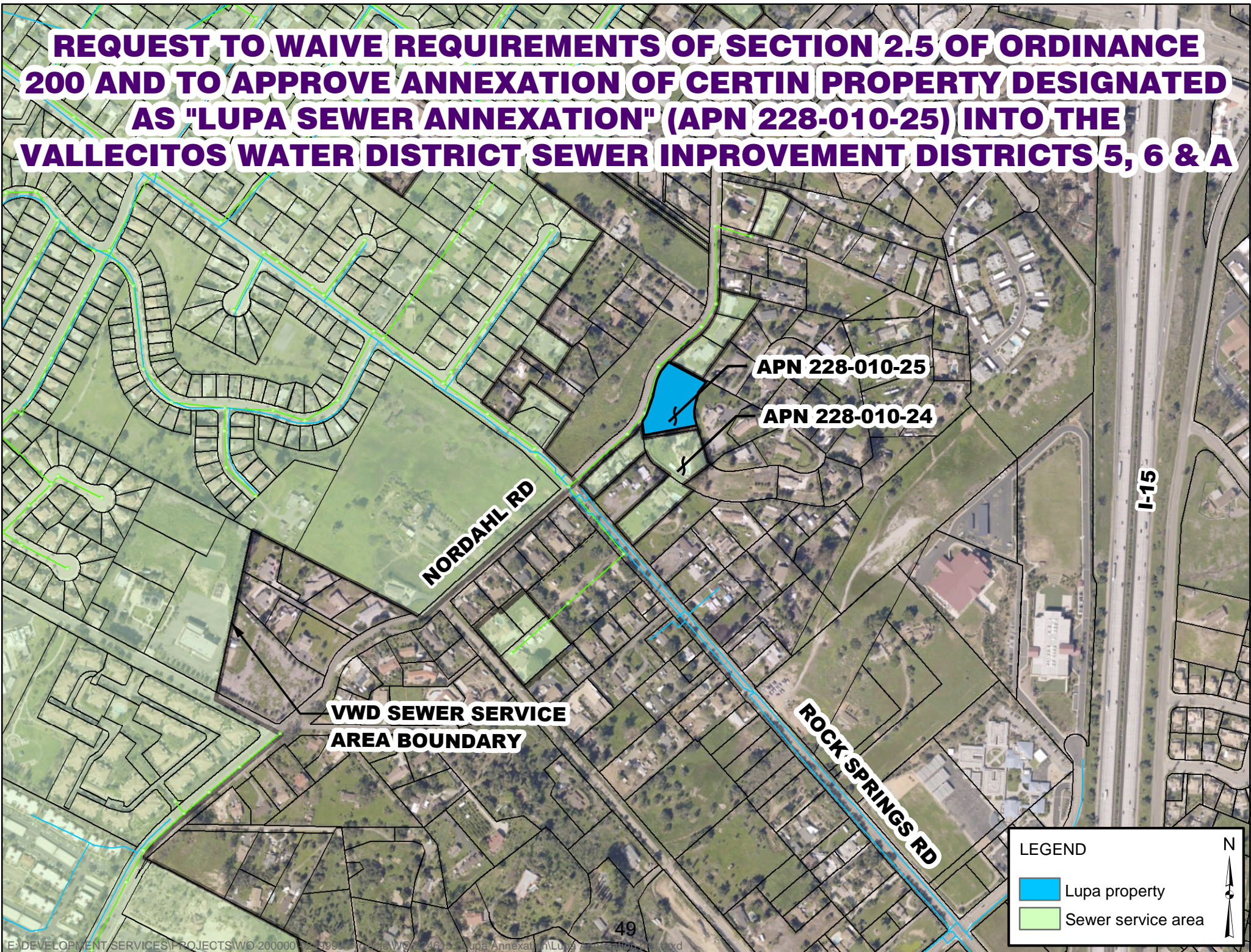
ATTACHMENTS:

2 Map Exhibits: 1-Plat & 1-Aerial

REQUEST TO WAIVE REQUIREMENTS OF SECTION 2.5 OF ORDINANCE 200 AND TO APPROVE ANNEXATION OF CERTIN PROPERTY DESIGNATED AS "LUPA SEWER ANNEXATION" (APN 228-010-25) INTO THE VALLECITOS WATER DISTRICT SEWER IMPROVEMENT DISTRICTS 5, 6 & A



REQUEST TO WAIVE REQUIREMENTS OF SECTION 2.5 OF ORDINANCE 200 AND TO APPROVE ANNEXATION OF CERTAIN PROPERTY DESIGNATED AS "LUPA SEWER ANNEXATION" (APN 228-010-25) INTO THE VALLECITOS WATER DISTRICT SEWER IMPROVEMENT DISTRICTS 5, 6 & A



DATE: FEBRUARY 5, 2020
TO: BOARD OF DIRECTORS
SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS CALL FOR NOMINATIONS – SEAT B

DISCUSSION:

The CSDA Elections and Bylaws Committee is seeking Independent Special District Board members or General Managers from the southern network who are interested in leading the direction of the CSDA for the remainder of the 2020-2022 term, Seat B which is currently vacant. The deadline to submit nominations is March 6, 2020. A resolution or minute action and Candidate Information sheet must accompany the nomination form.

If any Directors are interested in being nominated to serve on the CSDA Board of Directors, staff will return with a supporting resolution at the next Board meeting for Board consideration.

RECOMMENDATION:

Request Board direction.



**California Special
Districts Association**

Districts Stronger Together

DATE: January 22, 2020

TO: CSDA Voting Member Presidents and General Managers –
Southern Network

FROM: CSDA Elections and Bylaws Committee

SUBJECT: **CSDA BOARD OF DIRECTORS VACANCY –
CALL FOR NOMINATIONS: SEAT B – SOUTHERN NETWORK**

The CSDA Elections and Bylaws Committee is looking for independent special district Board Members or their General Managers from the Southern Network who are interested in leading the direction of the California Special Districts Association for the remainder of the 2020 - 2022 term, Seat B which is currently vacant.

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

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

Commitment and Expectations:

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

- Complete Annual Chief Executive Officer Evaluation.

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 6, 2020. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814

E-mail: amberp@csla.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination.

CSDA Southern Network Board Members will conduct interviews of candidates that submitted nominations on March 9 – 13, 2020.

A Board appointment recommendation will be submitted by CSDA Southern Network Board Members for consideration by the full Board on March 27, 2020.

The newly appointed Board Member for the Southern Network Seat B will take office April 1, 2020.

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



**California Special
Districts Association**
Districts Stronger Together

**2020-2022 BOARD APPOINTMENT
FOR SEAT B SOUTHERN NETWORK
NOMINATION FORM**

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: SOUTHERN

District Telephone: _____

Candidate Direct Telephone: _____

Best Time to Arrange a Call: AM PM
Monday Tuesday Wednesday Thursday Friday Saturday

E-mail: _____

Nominated by (optional): _____

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

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax
amberp@csla.net

DEADLINE FOR RECEIVING NOMINATIONS – March 6, 2020



California Special
Districts Association
Districts Stronger Together

**2020-2022 CSDA BOARD APPOINTMENT
SEAT B SOUTHERN NETWORK
CANDIDATE INFORMATION SHEET**

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

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

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

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

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

4. List civic organization involvement:

****Additional Candidate Statement** – Please provide an additional statement that includes any personal or professional information that will assist the Board of Directors in making their selections. The preferred formatting for the statement is to be typed with 1-inch margins, 1.5 spacing, 12 pt. Times New Roman font, and no more than 2 pages.

DATE: FEBRUARY 5, 2020
TO: BOARD OF DIRECTORS
SUBJECT: SAN MARCOS STATE OF THE CITY ADDRESS – MEETING
ATTENDANCE PER DIEM/EXPENSE REIMBURSEMENT APPROVAL

BACKGROUND:

The San Marcos Chamber of Commerce is hosting the annual State of the City Address featuring the Chamber Business Recognition Luncheon on Tuesday, February 18, 2020. The Chamber of Commerce is on the list of organizations for which meetings are considered compensable under District Ordinance No. 212; however, prior approval for per diem and expense reimbursement is required.

The San Marcos State of the City Address is the same date as the Council of Water Utilities meeting.

RECOMMENDATION:

Request Board direction.

THE SAN MARCOS CHAMBER OF COMMERCE PROUDLY PRESENTS THE 6TH ANNUAL

2020
STATE *of the* CITY ADDRESS

FEATURING THE CHAMBER'S EXCELLENCE IN BUSINESS AWARDS
TUESDAY, FEBRUARY 18, 2020

**California State University San Marcos
University Student Union Ballroom
333 S. Twin Oaks Valley Road, San Marcos**

**11:00 am | Registration
11:30 am - 1:15 pm | Program**

San Marcos Mayor Rebecca Jones will deliver the 2020 State of the City Address during the Chamber's Business Recognition Luncheon. This event is the community's première event that showcases the vision for the City of San Marcos and recognizes Chamber businesses for their outstanding and innovative contributions to the community.

For sponsorship opportunities and ticket sales, please contact Melanie Jamil at the San Marcos Chamber of Commerce at (760) 744-1270.

For More Information please visit: www.sanmarcoschamber.com





ACWA 2020 Spring Conference & Exhibition

PRELIMINARY AGENDA

May 5-8, 2020 • Monterey, CA

ACWA JPIA - MONDAY, MAY 4

- 8:30 - 10:00 AM**
 - ACWA JPIA Program Committee
- 10:15 - 11:15 AM**
 - ACWA JPIA Executive Committee
- 1:30 - 4:00 PM**
 - ACWA JPIA Board of Directors
- 4:00 - 5:00 PM**
 - ACWA JPIA Town Hall
- 5:00 - 6:00 PM**
 - ACWA JPIA Reception

TUESDAY, MAY 5

- 8:00 AM - 9:45 AM**
 - Agriculture Committee
- 8:00 AM - 6:00 PM**
 - Registration
- 8:30 AM - Noon**
 - ACWA JPIA Seminars
- 9:00 AM - 4:00 PM**
 - ACWA Legal Briefing & CLE Workshop
- 10:00 - 11:45 AM**
 - Groundwater Committee
 - Local Government Committee
- 11:00 AM - Noon**
 - Outreach Task Force
- Noon - 2:00 PM**
 - ACWA 101 & Luncheon
 - Committee Lunch Break
- 1:00 - 2:45 PM**
 - Energy Committee
 - Finance Committee
 - Scholarship & Awards Subcommittee
 - Water Management Committee
- 1:30 - 3:30 PM**
 - ACWA JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)
- 3:00 - 4:45 PM**
 - Communications Committee
 - Federal Affairs Committee
 - Membership Committee
 - Water Quality Committee
- 5:00 - 6:30 PM**
 - Welcome Reception in the Exhibit Hall

WEDNESDAY, MAY 6

- 7:30 AM - 5 PM**
 - Registration
- 8:00 - 9:45 AM**
 - Opening Breakfast (*Ticket Required*)

WEDNESDAY, MAY 6 (continued)

- 7:30 AM - Noon & 1:30 - 6:00 PM**
 - Exhibit Hall
- 7:30 - 8:30 AM**
 - Coffee Service in the Exhibit Hall
- 10:00 - 11:30 AM**
 - Attorneys Program
 - Energy Committee Program
 - Exhibitor Demos
 - Finance Program
 - Region Issue Forum
 - Statewide Issue Forum
 - Technology Program
 - Water Industry Trends Program
- 11:30 - NOON**
 - Networking in the Exhibit Hall
- NOON - 1:45 PM**
 - General Session Luncheon (*Ticket Required*)
- 2:00 - 3:15 PM**
 - Attorney Program
 - Communications Committee Program
 - Energy Committee Program
 - Exhibitor Case Study
 - Region Program
 - Statewide Issue Forum
 - Water Industry Trends Program
- 3:30 - 4:45 PM**
 - Exhibitor Case Study
 - Finance Program
 - Local Government Committee
 - Statewide Issue Forums
 - Technology Program
 - Water Industry Trends Program
- 3:30 - 5:30 PM**
 - Legal Affairs Committee

- 5:00 - 6:00 PM**
 - Prize Drawing Fiesta Night in the Exhibit Hall
- 5:30 - 7:00 PM**
 - CalDesal Hosted Mixer
 - Jacobs Hosted Reception

THURSDAY, MAY 7

- 7:30 AM - 4:00 PM**
 - Registration
- 7:45 - 9:15 AM**
 - Regions 6-10 Membership Meetings
- 8:00 AM - Noon**
 - Exhibit Hall
- 8:00 - 9:15 AM**
 - Networking Continental Breakfast, Exhibit Hall (*Ticket Required*)

THURSDAY, MAY 7 (continued)

- 8:30 - 10:45 AM**
 - Ethics Training (AB 1234) - *Limited Seating*
- 9:30 - 11:00 AM**
 - Attorneys Program
 - Exhibitor Demos
 - Finance Program
 - Human Resource Program
 - Region Issue Forum
 - Statewide Issue Forum
 - Water Industry Trends Program
- 11:00 - 11:45 AM**
 - Prize Drawings in the Exhibit Hall
- NOON - 1:45 PM**
 - General Session Luncheon (*Ticket Required*)
- 2:00 - 3:15 PM**
 - Attorneys Program
 - Exhibitor Case Studies
 - Federal Issues Forum
 - Human Resource Program
 - Statewide Issue Forum
 - Water Industry Trends Program
- 3:30 - 5:00 PM**
 - Regions 1-5 Membership Meetings
- 6:00 - 7:00 PM**
 - Gen Jam Reception
- 7:00 - 10:00 PM**
 - Dinner & Entertainment (*Ticket Required*)

FRIDAY, MAY 8

- 8:00 - 9:30 AM**
 - Registration
- 8:30 - 10:00 AM**
 - ACWA's Hans Doe Past Presidents' Breakfast in Partnership with ACWA JPIA (*Ticket Required*)

OTHER EVENTS

THURSDAY, MAY 7

- 6:45 - 8:30 AM**
 - San Joaquin Valley Agricultural Water Committee

All conference programs are subject to change.