

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

November 15, 2023

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, November 15, 2023, at the offices of the District, 1391 Engineer Street, Vista, California.

**1. CALL TO ORDER**

President MacKenzie called the meeting to order at 8:00 a.m.

**2. ROLL CALL**

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

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Assistant Secretary of the Board; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Shallako Goodrick, Director of Administration; Breona Paz, Customer Service Supervisor; Greg Bryant, Customer Service Supervisor and Cynthia Perez, Safety and Risk Administrator. General Counsel Elizabeth Mitchell of Burke, Williams & Sorensen was also present.

Other attendees: Charles Piccirillo and Nouria Harvey were present for agenda Item 8.

**3. PLEDGE OF ALLEGIANCE**

Director Vásquez led the Pledge of Allegiance.

**4. APPROVAL OF AGENDA**

23-11-124 *Upon motion by Director Vásquez, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Vásquez, Kuchinsky, Sanchez, and MacKenzie), the Board of Directors approved the agenda as presented.*

**5. ORAL COMMUNICATIONS**

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

**6. CONSENT CALENDAR**

Director Kuchinsky requested a revision to Consent Calendar Item 6.D. President MacKenzie suggested pulling the Item for further discussion.

23-11-125 *Upon motion by Director Vásquez, seconded by Director Sanchez and unanimously carried (5 ayes: Miller, Vásquez, Kuchinsky, Sanchez, and MacKenzie), the Board of Directors approved the Consent Calendar Items A, B, C, and E, including Resolution No. 2023-43 approving disbursements.*

A. Honorary naming of a District program nomination

See staff report attached hereto. Staff recommended and the Board approved the nomination to name the 2024 Scholarship Contest after Vista Irrigation District’s first Board President, George S. Henry.

B. Quitclaim Deed and Bill of Sale and Acceptance of Water System

See staff report attached hereto. Staff recommended and the Board approved Quitclaim Deed and Bill of Sale (686) and accepted the water system for a retail commercial development known as Sunroad Plaza, consisting of approximately 4.12 gross acres owned by Sunroad Vista Land Partners, LP, located at 460 Hacienda Drive, Vista (P18-0117; LN 2020-019; I-3092; APNs 164-231-38, -39, -40, -41, and -42; DIV NO 4).

C. Quitclaim Deed and Bill of Sale

See staff report attached hereto. Staff recommended and the Board approved Quitclaim Deed and Bill of Sale (703) quitclaiming a portion of Blanket Easement (M95) and an abandoned 18-inch steel water main within a residential property consisting of approximately 0.72 gross acres owned by Daniel and Destiny Penate, located at 2053 Katerri Drive, Vista (LN 2023-033; APN 181-211-29; DIV NO 3).

E. Resolution ratifying check disbursements

**RESOLUTION NO. 2023-43**

**BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 73368 through 73466 drawn on US Bank totaling \$905,645.60.**

**FURTHER RESOLVED that the Board of Directors does hereby authorize the execution of the checks by the appropriate officers of the District.**

**PASSED AND ADOPTED unanimously by a roll call vote of the Board of Directors of Vista Irrigation District this 15<sup>th</sup> day of November 2023.**

\*\*\*\*\*

D. Minutes of the Board of Directors meeting on November 1, 2023

Director Kuchinsky said that Item 13, Comments By Directors, on page 7, paragraph three of the November 1, 2023 minutes should be revised to read, *Director Kuchinsky said that the North County Climate Alliance (NCCCA) suggested that the District add a dashboard to its own website.*

23-11-126 *Upon motion by Director Kuchinsky, seconded by President MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Kuchinsky, Sanchez, and MacKenzie), the Board of Directors approved the November 1, 2023 Minutes of the Board of Directors meeting with revisions.*

**7. CLOSED SESSION WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

President MacKenzie adjourned the meeting to closed session at 8:05 a.m. for a conference with Legal Counsel to discuss anticipated litigation pursuant to Government Code Section 54956.9(d)(2):

Number of cases: 2

At 8:41 a.m., the meeting reconvened in open session and General Counsel Mitchell declared that no reportable action had been taken on either item.

## **8. CABRILLO CIRCLE WATER MAIN BREAK**

See staff report attached hereto.

General Manager Brett Hodgkiss provided an overview of the September 28, 2023 water main break on Cabrillo Circle, stating that four properties were affected including the properties owned by Charles Piccirillo and Steve and Nouria Harvey (Harveys). He stated that the District turned over all claims received related to the Cabrillo Circle water main break to its insurance carrier, the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA). ACWA JPIA has paid Mr. Piccirillo and Mr. and Mrs. Harvey for damage to their respective properties and received signed settlement and release documents from Mr. Piccirillo and Ms. Harvey in exchange.

Mr. Hodgkiss stated that the parties addressed the Board during Public Comment at its November 1, 2023 meeting, requesting that the District pay for drainage improvements on their respective properties to prevent flooding should another water main break on Cabrillo Circle occur; Mr. Piccirillo had requested \$3,300 and Mr. and Mrs. Harvey requested \$2,500. He noted that the District received revised estimates for the installation of drainage improvements from Mr. Piccirillo and Nouria Harvey of \$3,000 and \$3,800, respectively, prior to the Board meeting. It was noted that the requested amounts are in addition to the payments already made to the parties by ACWA JPIA (on behalf of the District) to settle each of those claims.

Mr. Hodgkiss stated that the District has replaced the majority of the water mains in the surrounding neighborhood as part of the District's main replacement program, and the remaining 145 feet of pipe are scheduled to be replaced in the first quarter of 2024.

Safety and Risk Administrator Cynthia Perez confirmed that drainage improvements were included in the original claims submitted to ACWA JPIA by Mr. Piccirillo and Ms. Harvey.

Ms. Nouria Harvey addressed the Board stating that she has resided at her property for 18 years and experienced a similar flood ten years prior due to another main break; she chose not to make any drainage improvements at that time. She said that the drainage system they are requesting to be installed would be a contiguous drainage system between neighboring properties. Ms. Harvey stated that the proposed drainage system would connect via a catch basin to an existing concrete drainage ditch on the neighboring property to the north; it would then connect to a catch basin of the proposed drainage system on Mr. Piccirillo's property directly to the south, and lastly tie into an existing drainage system on the property south of Mr. Piccirillo's property.

Ms. Harvey claimed that water flowed from two directions through her property for 45 minutes. She acknowledged that the neighbor's drainage system to the north collected and concentrated the flow of water that was deposited onto her property. Ms. Harvey stated that she is requesting that the District pay for the installation of a drainage system on her property as a preventative measure to help to control the flow of the water in the event of another water main break.

Mr. Charles Piccirillo addressed the Board stating that he had an existing dry river rock catch basin on his property that would catch normal rainwater and runoff; however, the sheer volume of water from the main break made its own direction and damaged a lot of his back yard. He confirmed that the proposed drainage system would be a contiguous system using a series of catch basins and pipelines to catch water flow from the Harveys' property above and direct it through his established dry river rock catch basin,

which would drain into another catch basin connected to the existing drainage system on the neighboring property to the south. Mr. Piccirillo said that he is requesting \$3,000, in addition to the insurance settlement, for installation of additional drainage improvements and expansion of his existing dry river rock catch basin. He acknowledged that drainage improvements would not totally alleviate the problem if another water main break were to occur but he believed the improvements would limit the extent of property damage, which, if not addressed could be problematic in the future when trying to sell the home.

President MacKenzie took a brief pause at 9:00 a.m. to suggest that the Board delay and trail Item 9, which had been set on the agenda as time certain at 9:00 a.m., until such time that the Item 8 discussion is complete and final Board action has been taken.

**23-11-127     *Upon motion by Director Kuchinsky, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Kuchinsky, Sanchez, and MacKenzie), the Board of Directors approved delaying and trailing Item 9 which had been set time certain for 9:00 a.m. until the conclusion of the discussion concerning Item 8 and final Board action has been taken on that matter.***

Mr. Piccirillo acknowledged that he received a settlement payment from ACWA JPIA for the restoration of his property. He stated he is asking for additional funding so that the restoration and drainage improvements can be completed at the same time. Mr. Piccirillo said that the estimate he submitted includes costs for extra materials to upgrade the existing dry river rock bed and to add additional drainage to prevent future flood damage. He reiterated that in a resale situation, it could be disclosed that a drainage system was in place should another water main break occur on Cabrillo Circle.

President MacKenzie stated that the parties' requests for the installation of drainage improvements would restore their properties to conditions better than they were prior to the main break, add value to the parties' properties (at District ratepayers' expense) and be considered a gift of public funds, which is prohibited by the Constitution of the State of California because the parties settled their claims and signed releases. After further discussion, the Board took the following action.

**23-11-128     *Upon motion by Director Miller, seconded by Director Vásquez and carried (4 ayes: Miller, Vásquez, Sanchez, and MacKenzie; and 1 no: Kuchinsky), the Board of Directors denied the requests of Charles Piccirillo and Steve and Nouria Harvey for the District to pay \$3,000 and \$3,800, respectively, for the installation of drainage improvements on their properties that were flooded as the result of the Cabrillo Circle water main break.***

## **9.     REQUEST TO WAIVE WATER ACCOUNT CHARGES AND RESTORE WATER SERVICE**

See staff report attached hereto.

President MacKenzie confirmed that Ms. Jodi Lee was not present in the boardroom nor on the teleconference line for Item 9.

Customer Service Supervisor Greg Bryant reported that Ms. Lee's account became delinquent in June 2023 and that she was provided notice and payment options to avoid further penalties. He stated that due to multiple returned payments, the District locked the meter on July 18, 2023. On August 3, 2023, after discovering that the lock had been cut and the curb stop damaged, the water meter was pulled from the property. On subsequent visits to Ms. Lee's property in October 2023, staff discovered and removed an unauthorized connection to the water system.

Mr. Bryant said that staff had tried on numerous occasions to work with Ms. Lee and offered her payment arrangements in an effort to restore water service to her property; however, she did not follow through with any payments. He stated that the District followed its billing procedures, discontinuation of water service policy and unauthorized water use provisions as set forth in its Rules and Regulations and applicable State law, and the full water account balance is due and payable before water service can be re-established. Mr. Bryant also noted that following the unauthorized water use on the property, the provisions of Senate Bill 998 do not apply.

After a brief discussion and further clarification from staff on the extent of the damage done to the District's property, the Board found that Ms. Lee had gone to great lengths to secure and conceal unauthorized water use on her property and that she must pay all outstanding charges on her water account before water service will be restored to the property.

23-11-129      *Upon motion by Director Sanchez, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Kuchinsky, Sanchez, and MacKenzie), the Board of Directors denied Ms. Jodi Lee's request to waive all outstanding charges on her water account and restore water service to her property located in Vista, California.*

Director Miller left the meeting at 9:30 a.m. for a prior commitment.

**10. INDEPENDENCE WAY PIPELINE**

See staff report attached hereto.

Director of Engineering Randy Whitmann provided an update on the Independence Way Pipeline project (Project), which involves a new 8-inch pipeline being constructed parallel to the existing 18-inch steel HN transmission pipeline. Once the new pipeline was in service, potential replacement/rehabilitation options for the 18-inch HN pipeline would be explored. He said that \$850,000 was included in Fiscal Year (FY) 2024 budget and an additional \$850,000 would need to be included in the FY 2025 budget for the Project, as planned.

Mr. Whitmann stated that staff has reviewed potential replacement/rehabilitation options and determined that replacement of the HN pipeline is preferred over rehabilitation. The new replacement pipeline in Independence Way will be 12 inches with the existing 18-inch line filled once abandoned; in the future, when the existing connecting pipeline within Warmlands Avenue to the east is replaced, it will be upsized from 6-/8-inch to 12 inches. He noted that the changing the Project from a new pipeline installation to a main replacement would increase total Project costs by \$650,000 (\$1,700,000 to \$2,350,000). Mr. Whitmann stated that the total Project costs would be charged to the main replacement program and budgeted as such in the FY 2025.

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

See staff report attached hereto.

None were presented.

**12. MEETINGS AND EVENTS**

See staff report attached hereto.

Director Kuchinsky reported on his attendance at the California Special Districts Association (CSDA) “Building Relationships with Your Lawmakers District Offices” webinar which discussed connecting with your State legislators through their district offices.

Director Sanchez requested that a Public Affairs Committee meeting be scheduled to review the District’s current Strategic Communication Plan.

President MacKenzie reported on her attendance at the Colorado River Quantification Settlement Agreement (QSA) 20<sup>th</sup> Anniversary celebration in which presentations were given on the QSA’s highlights and progress over the past 20 years.

Director Kuchinsky requested authorization to attend the Metropolitan Water District (MWD) Hoover Dam Tour May 2-4, 2024. President MacKenzie asked for authorization-after-the-fact for her attendance at the Colorado River QSA 20<sup>th</sup> Anniversary celebration.

23-11-130	<i>Upon motion by Director Sanchez, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Vásquez, Kuchinsky, Sanchez, and MacKenzie), the Board of Directors authorized Director Kuchinsky to attend the MWD Hoover Dam Tour on May 2-4, 2024 and authorized, after the fact, President MacKenzie’s attendance at the Colorado River QSA 20<sup>th</sup> Anniversary celebration on November 8, 2023.</i>
-----------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**13. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES**

See staff report attached hereto.

Director Kuchinsky requested that a link to information regarding the December 11, 2023 Vista Flume Replacement Alignment Study Workshop be placed on the District’s website carousel.

**14. COMMENTS BY DIRECTORS**

Director Sanchez commented that he received information from the ACWA Federal Affairs Committee regarding the availability of Federal Emergency Management Agency dam safety grants.

Director Vásquez commented that millions of dollars in federal aid that the San Diego County Water Authority helped secure for the Low-Income Household Water Assistance Program (LIHWAP) are still available to low income water customers; LIHWAP offers one-time payments to cover outstanding residential water and/or wastewater bills for qualifying low-income households. President MacKenzie suggested that a link to the LIHWAP be added on the District’s website.

Director Kuchinsky commented that he is looking forward to the Employee Appreciation Luncheon on December 5, 2023.

**15. COMMENTS BY GENERAL COUNSEL**

Ms. Mitchell informed the Board of three employment laws going into effect January 1, 2024, including updated restrictions on employers relating to inquiries about applicant’s prior cannabis use, expansion of bereavement leave to include reproductive loss, and an amendment to the State of California paid sick time laws.

**16. COMMENTS BY GENERAL MANAGER**

Mr. Hodgkiss informed the Board that MWD intends to submit a proposal to the Water Research Foundation to fund a project associated with the application of algaecide in source water. He stated that MWD has asked the District to participate in the project because of its extensive experience with application of algaecides to treat Harmful Algal Blooms in Lake Henshaw. The District sent a letter of support to MWD for its proposal and informed the City of Escondido and the San Luis Rey Indian Water Authority of its intent to participate in the project should MWD receive funding.

Mr. Hodgkiss advised the Board that the District will be working with KYND, a resource made available through ACWA JPIA, to assess its cyber risk. He reminded the Board about the Employee Appreciation Luncheon on Tuesday, December 5, 2023.

**17. ADJOURNMENT**

There being no further business to come before the Board, at 10:05 a.m., President MacKenzie adjourned the meeting.

  
Jo MacKenzie, President

ATTEST:



Ramae Ogilvie, Assistant Secretary  
Board of Directors  
VISTA IRRIGATION DISTRICT



## STAFF REPORT

Agenda Item: 6.A

**Board Meeting Date:** November 15, 2023  
**Prepared By:** Brett Hodgkiss

**SUBJECT:** HONORARY NAMING OF A DISTRICT PROGRAM NOMINATION

**RECOMMENDATION:** Approve nomination to name the 2024 Scholarship Contest after Vista Irrigation District's first Board President, George S. Henry.

**PRIOR BOARD ACTION:** At its November 1, 2023, the Board discussed the nomination to name the 2024 Scholarship Contest after Vista Irrigation District's first Board President, George S. Henry and directed staff to place an item on the November 15, 2023 agenda to consider approving the naming of the 2024 Scholarship Contest as nominated.

**FISCAL IMPACT:** None.

**SUMMARY:** At its October 4, 2023 meeting, the Board adopted a policy establishing the criteria for the naming of a District program or activity in honor of exemplary public service rendered by a past Board member or employee in support of the District and its mission. Key criteria for evaluating naming proposals include the nominee making a substantial, important and positive impact upon the District as a member of the Board of Directors and/or as an employee and attaining personal achievements of highest distinction in a public service role while maintaining close ties with and providing significant support to the District and its mission; also, the naming must be done as a posthumous honor. The Board has the sole discretion whether to name a program or activity and the chosen name.

**DETAILED REPORT:** The Public Affairs Committee, Directors Sanchez and Kuchinsky, proposed to name the 2024 Scholarship Contest after the District's First Board President, George S. Henry. The Board discussed the nomination, including the supporting rationale for the requested naming, and directed staff to place an item on the November 15, 2023 agenda to consider approving the naming of the 2024 Scholarship Contest as nominated, pursuant to the two-step process outlined in the District's policy. The decision to name a program must be made by the full Board.

**ATTACHMENTS:**

- Honorary Naming of District Programs and Activities Policy
- Nomination



## **1.16 HONORARY NAMING OF DISTRICT PROGRAMS AND ACTIVITIES**

### 1.16.1 Purpose

The purpose of this policy is to establish criteria for the naming of a District program or activity in honor of exemplary public service rendered by a past Board member or employee in support of the District and its mission.

### 1.16.2 Definitions

Program or Activity: Any program, contest, award, event or other activity sponsored by the District.

### 1.16.3 Policy

Periodically, the Board of Directors may wish to consider naming a District program or activity in honor of exemplary public service rendered by a past member of the Board of Directors and/or employee. To insure the judicious consideration of naming proposals, the Board of Directors have established the following policy:

- A. Programs and activities encompassed by this policy include, but are not limited to, District-sponsored scholarships, landscape contest award(s) and events.
- B. The criteria for naming a program or activity after a past Board member or employee shall be based on the following:
  - 1. Substantial, important and positive impact upon the District as a member of the Board of Directors and/or as an employee.
  - 2. Personal achievements of highest distinction in a public service role while maintaining close ties with and providing significant support to the District and its mission.
  - 3. Naming of programs and activities shall only be done so as a posthumous honor.
  - 4. The Board of Directors has the sole discretion whether to name or rename a program or activity and the chosen name; the name of a program or an activity shall be reviewed annually by the Board of Directors.

### 1.16.4 Guidelines for Recognition

- A. Requests to name or rename a District program or activity under this policy may be made by a member of the Board of Directors, District employees, District customers or any member of the public.

- B. All requests for recognition under this policy must be submitted in writing to the Board of Directors on the approved Nomination Form (Attachment A); the recognition and supporting rationale for the requested naming must meet the criteria set forth in section 1.16.3(B) and be clearly stated on the Nomination Form.
- C. All recommendations for naming a District program or activity must be decided by the full Board of Directors. The decision to name or rename a program or activity shall be a two-step process; the Board of Directors shall review and discuss the nomination for the naming or renaming a program or an activity at one Board meeting and decide whether to name or rename the program or activity at a subsequent Board meeting.
- D. The Board of Director's decision shall be final and be implemented by the General Manager or a designee. The assigned name shall be included on promotional materials, awards, etc. for the designated program or activity.
- E. The requestor shall be informed of the Board of Director's decision regarding their proposal for recognition of an individual.



NOMINATION FORM

HONORARY NAMING OF DISTRICT PROGRAMS AND ACTIVITIES

Nominator Name: PUBLIC AFFAIRS COMMITTEE <sup>PATRICK SANCHEZ</sup> PETER KUCHINSKY III

Address: 1391 ENGINEER STREET VISTA CA 92084

Phone (Daytime): \_\_\_\_\_ Cel (760) 224-4322 P. Kuchinsky

Email address: peter.kuchinsky@vidwater.org

What group (if any) does the nominator represent: PUBLIC AFFAIRS COMMITTEE

Requested program or activity to be named: 2024 SCHOLARSHIP PROGRAM

Is the requested program or activity already named? If yes, please state: NO

Requested name: FIRST BOARD PRESIDENT - GEORGE S. HENLEY  
2024 SCHOLARSHIPS

Please discuss the reason for this nomination as it relates to the criteria set forth in this policy; additional supporting information and articles may be attached.

SEE ATTACHED  
HONORARY NAMING FOR 2024  
SCHOLARSHIPS PROGRAM

Reason for nomination (continued)

\_\_\_\_\_

---

---

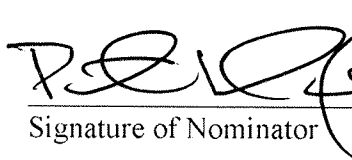
---

---

---

Submit form to: Vista Irrigation District  
Board of Directors  
1391 Engineer Street  
Vista, CA 92081-8840

I have read the Vista Irrigation District's Honorary Naming of District Programs and Activities Policy, and this nomination is meet with the criteria set forth in section 1.16.3(B). The statements contained within this nomination are true to the best of my knowledge.

  
Signature of Nominator

VID Director  
Div. 3

10/10/2023  
Date

## **First Board President – George S. Henry 2024 Scholarships**

Vista Irrigation District (VID) was formed in August 1923, when a vote of the people netted 104 votes “in favor” and just 4 votes “against”. The overwhelming passage of the vote prompted a big celebration as the people of Vista welcomed the opportunity to live in a community with ample water for their farms and orchards. George S. Henry became the First Board President along with Jules J. Delpy, F.J. “Jack” Knight, Harry S. Merriam and Chester D. Gunn that were elected to serve as the first VID Board of Directors. These five men were respected and influential members of the community who not only brought water to Vista but were notable to the history of Vista in other ways as well. George S. Henry was the first VID Board President, and a founding member of the Vista Chamber of Commerce. Some of the guiding leadership included in October 1924, when VID’s Board voted unanimously to issue \$1.7million of bonds to finance the construction of a 12-mile long concrete flume to complete the connection between Lake Henshaw and Vista to bring water to Vista residents.



## STAFF REPORT

Agenda Item: 6.B

<b>Board Meeting Date:</b>	<b>November 15, 2023</b>
<b>Prepared By:</b>	<b>Robert Scholl</b>
<b>Reviewed By:</b>	<b>Randy Whitmann</b>
<b>Approved By:</b>	<b>Brett Hodgkiss</b>

**SUBJECT:** QUITCLAIM DEED AND BILL OF SALE AND ACCEPTANCE OF WATER SYSTEM

**RECOMMENDATION:** Approve Quitclaim Deed and Bill of Sale (686) and accept this water system for a retail commercial development, known as Sunroad Plaza, consisting of approximately 4.12 gross acres owned by Sunroad Vista Land Partners, LP, located at 460 Hacienda Drive, Vista (P18-0117; LN 2020-019; I-3092; APNs 164-231-38, -39, -40, -41, and -42; DIV NO 4).

**PRIOR BOARD ACTION:** On March 17, 2021, the Board approved this waterline project.

**FISCAL IMPACT:** None.

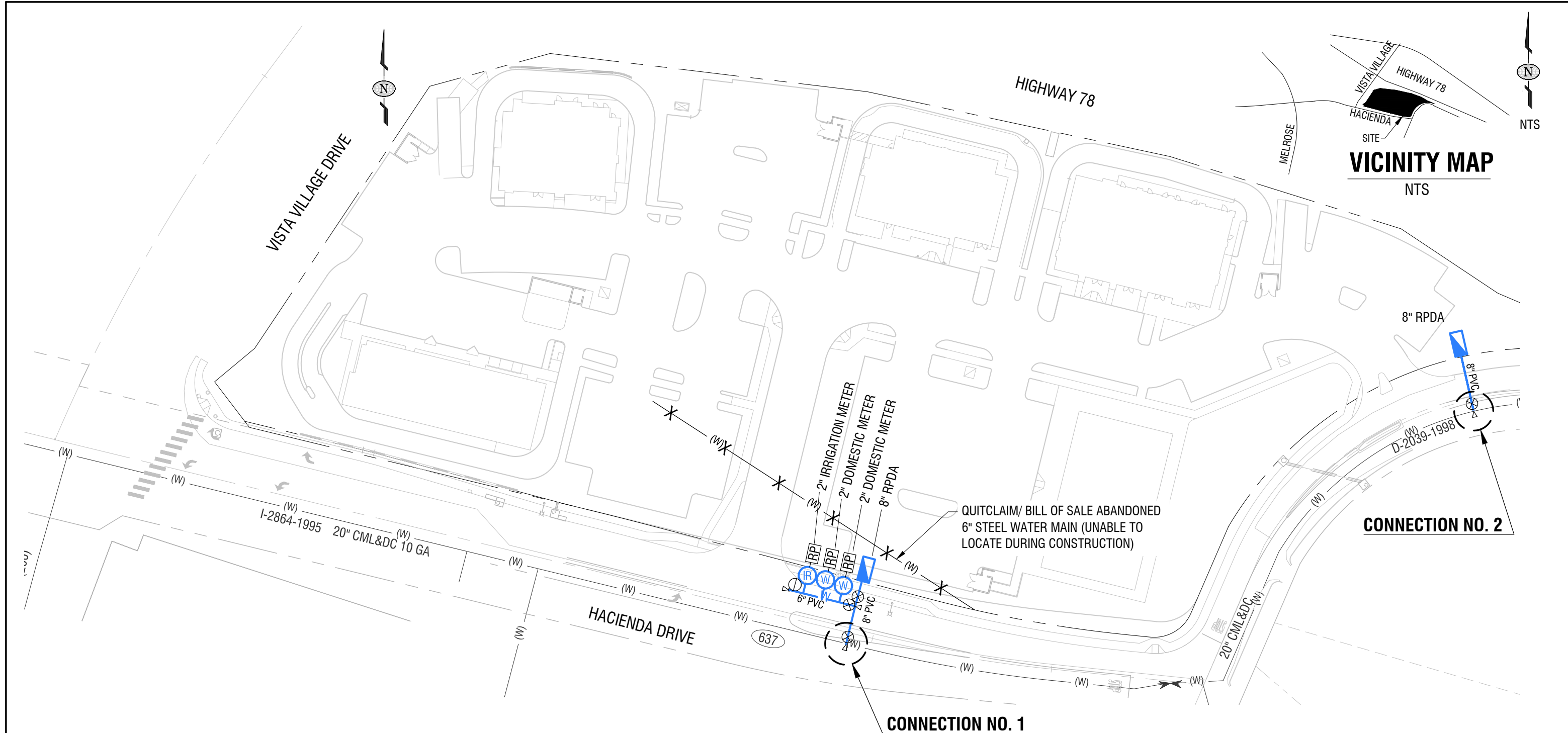
**SUMMARY:** With approval of Quitclaim Deed and Bill of Sale (686), the water system will be ready for acceptance by the Board and allow the Notice of Acceptance to be filed with the County Recorder.

**DETAILED REPORT:** All work required by the construction agreement (I-3092) has been completed. Under District inspection, the owner's contractor installed approximately 24 feet of 8-inch waterline, 13 feet of 6-inch waterline, miscellaneous appurtenances, and made the necessary connections. The owner has paid for two 2-inch water meters, one 2-inch irrigation meter, two 8-inch fire services, and installed all necessary backflow devices.

The contractor was unable to locate and remove an abandoned 6-inch steel water main on the property during construction, indicating it may have already been removed. In case any remaining portions of the abandoned pipeline exist, approval of Quitclaim Deed and Bill of Sale (686) will transfer ownership to the owner.

This project will be completed with the recording of Quitclaim Deed and Bill of Sale (686) and filing of the Notice of Acceptance with the County Recorder.

**ATTACHMENT:** Map



**VICINITY MAP**  
NTS

<b>VISTA IRRIGATION DISTRICT</b>		
<b>NOTICE OF ACCEPTANCE</b>		
<b>SUNROAD PLAZA</b>		
APN 164-231-38 THRU -42	T.B.	
SCALE: NO SCALE	L.N. 2020-019	
APPD. BY	DATE	W.O.
DRAWN BY JB	DATE 09/06/23	<b>I-3092</b>
SHEET 1 of 1	F09	
REVISED 11/6/23	Jeanette Bradshaw	
Z:\Engineering\JOBS\I-Jobs\I3092_Sunroad Plaza\I-3092 Sunroad.dwg		

**OWNERS:**  
 SUNROAD VISTA LAND PARTNERS, LP.  
 8620 SPECTRUM CENTER BLVD STE 1100  
 SAN DIEGO, CA 92123  
 858-362-8500

**ENGINEER:**  
 STEVENS CRESTO ENGINEERING, INC.  
 9665 CHESAPEAKE DR, STE 200  
 SAN DIEGO, CA 92123  
 ROBERT GEHRKE, P.E. 858-694-5660

**LEGEND**

- EXISTING**
- RIGHT OF WAY/ PROPERTY LINE
  - (w)--- EXISTING WATER MAIN
  - x-x-(w)-x-x ABANDONED WATER LINE TO QUITCLAIM/ BILL OF SALE

- PRIVATE**
- PRIVATE RPDA
  - [RP]--- PRIVATE RP

- PUBLIC**
- (w)--- PVC (DR14) WATER
  - ⊙ BLOW OFF
  - ⊗ VALVE
  - (W)--- WATER LATERAL



## STAFF REPORT

Agenda Item: 6.C

<b>Board Meeting Date:</b>	<b>November 15, 2023</b>
<b>Prepared By:</b>	<b>Robert Scholl</b>
<b>Reviewed By:</b>	<b>Randy Whitmann</b>
<b>Approved By:</b>	<b>Brett Hodgkiss</b>

**SUBJECT:** QUITCLAIM DEED AND BILL OF SALE

**RECOMMENDATION:** Approve Quitclaim Deed and Bill of Sale (703) quitclaiming a portion of Blanket Easement (M95) and an abandoned 18-inch steel water main within a residential property consisting of approximately 0.72 gross acres owned by Daniel and Destiny Penate, located at 2053 Katerri Drive, Vista (LN 2023-033; APN 181-211-29; DIV NO 3).

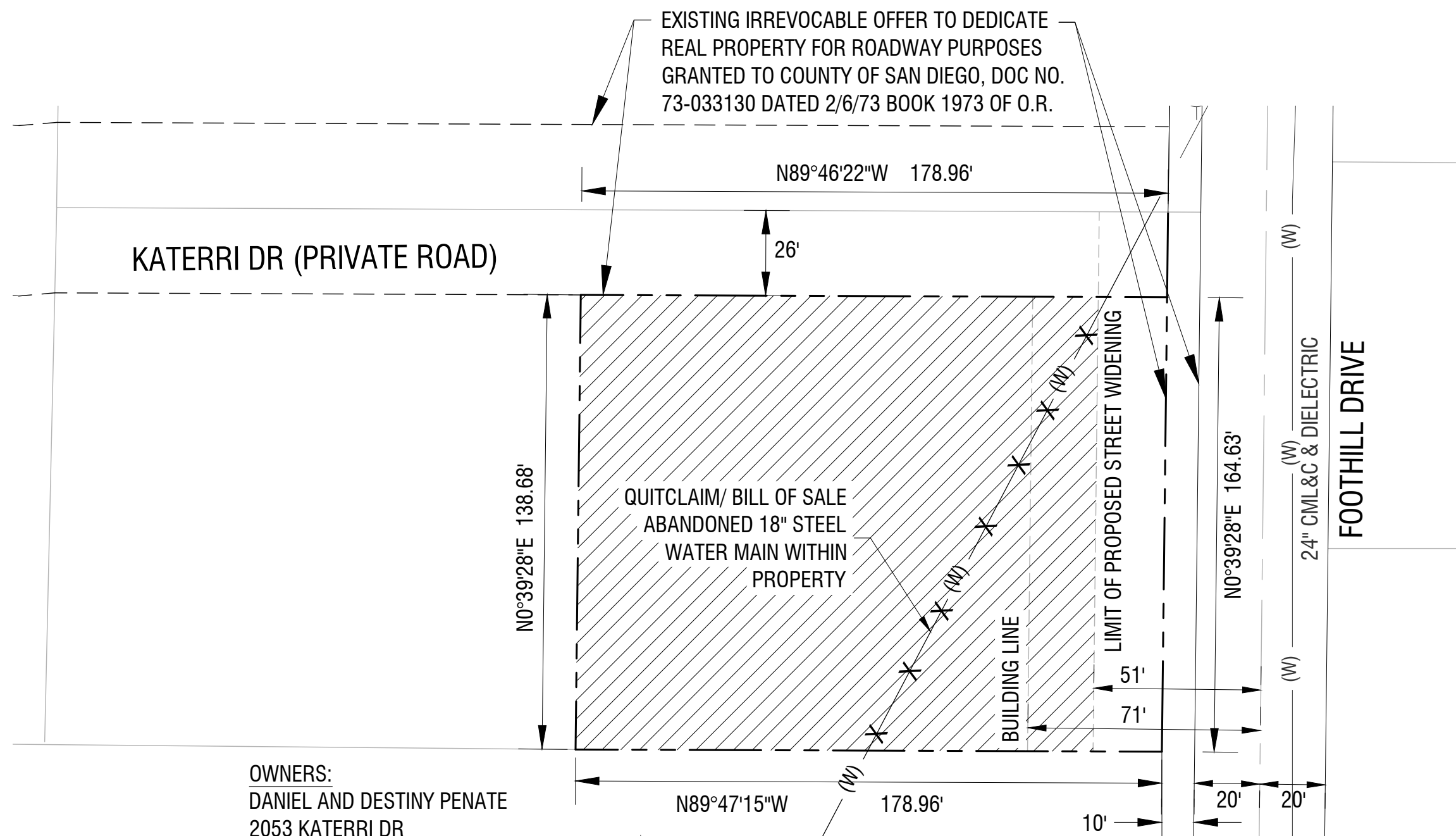
**PRIOR BOARD ACTION:** In 1925, the Board accepted Grant of Right of Way (M95).

**FISCAL IMPACT:** None.

**SUMMARY:** The owners, Daniel and Destiny Penate, have an existing single-family residence located at 2053 Katerri Drive in Vista (APN 181-211-29). A portion of an abandoned 18-inch steel water main is located on the property, and the abandoned main will be cut and plugged with concrete at the southern end of the property line. Approval of Quitclaim Deed and Bill of Sale (703) will transfer ownership of the abandoned water main to the owner and allow them to proceed with construction of an additional dwelling unit on the property.

**ATTACHMENT:** Map

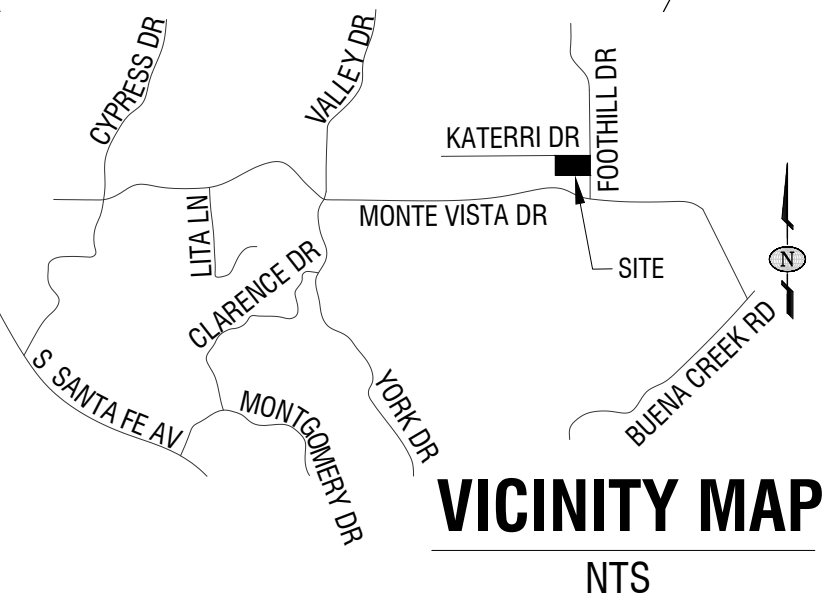




OWNERS:  
 DANIEL AND DESTINY PENATE  
 2053 KATERRI DR  
 VISTA, CA 92084

**LEGEND**

- RIGHT OF WAY/ PROPERTY LINE
- (w) EXISTING WATER MAIN  
PROTECT IN PLACE (NOT PART OF THIS QUITCLAIM)
- PORTION OF BLANKET EASEMENT M95 TO BE QUITCLAIMED PER QUITCLAIM DEED (703)
- x-x (w) x-x ABANDONED 18" STEEL WATER MAIN TO QUITCLAIM/ BILL OF SALE PER DEED (703)



<b>VISTA IRRIGATION DISTRICT</b>		
<b>QUITCLAIM DEED &amp; BILL OF SALE NO. 703</b>		
<b>2053 KATERRI DRIVE</b>		
APN 181-211-29		T.B.
SCALE: NO SCALE		L.N. 2023-033
APPD. BY RS	DATE 10/20/23	W.O.
DRAWN BY JB	DATE 10/19/23	
SHEET 1 of 1	MAP I15	
REVISED 10/30/23	JEANETTE BRADSHAW	
Z:\Engineering\JOBS\LN2023-033-2053 Katerrri Drive\QCBSExhibit.dwg		



# Cash Disbursement Report

Payment Dates 10/19/2023 - 11/1/2023

Payment Number	Payment Date	Vendor	Description	Amount
73368 - 73369	10/25/2023	Refund Checks 73368 - 73369	Customer Refunds	708.17
73370	10/25/2023	ACWA/JPIA	Auto/General Liability 10/2023 - 09/2024	266,496.00
73371	10/25/2023	Airgas USA LLC	Welding Gloves (2 pair)	51.06
73372	10/25/2023	AC Plumbing	Private Meter Tie-Back - Olive Ave	1,275.00
73373	10/25/2023	Amazon Capital Services	Office Supplies	31.05
	10/25/2023		Speaker Panels for Gate, Sink Strainer	142.86
	10/25/2023		First Aid Kit Restock	569.38
	10/25/2023		Wireless Mouse	26.91
	10/25/2023		First Aid Kit Restock	45.36
	10/25/2023		Cork Board	30.48
73374	10/25/2023	Answering Service Care, LLC	Answering Service 08/2023	569.00
	10/25/2023		Answering Service 09/2023	581.50
73375	10/25/2023	AquaTechnex, LLC	Application of Phycomycin - HABs	22,445.00
73376	10/25/2023	Asphalt Zipper Co	Grinding Bits & Mounting Blocks - AZ2	1,132.05
73377	10/25/2023	Association of California Water Agencies	Membership Dues 2024	26,790.00
73378	10/25/2023	Bennett-Bowen & Lighthouse Inc	Strobe Brackets - B10	38.97
73379	10/25/2023	Bryan and the Bee's	Live Bee Removal (1)	192.50
	10/25/2023		Live Bee Removal (1)	192.50
	10/25/2023		Live Bee Removal (1)	192.50
	10/25/2023		Live Bee Removal (1)	192.50
	10/25/2023		Live Bee Removal (1)	192.50
73380	10/25/2023	California Special Districts Association	2024 CSDA Membership Dues	9,275.00
73381	10/25/2023	Cecilia's Safety Service Inc	Traffic Control - Olive Ave	6,745.00
	10/25/2023		Traffic Control - Olive Ave	4,441.25
	10/25/2023		Traffic Control - Camino Loma Verde	3,990.00
	10/25/2023		Traffic Control - Camino Loma Verde	2,850.00
	10/25/2023		Traffic Control - Cabrillo Circle & Anza	1,662.50
	10/25/2023		Traffic Control - Alta Vista Dr	2,090.00
	10/25/2023		Traffic Control - Deerhaven Dr	807.50
	10/25/2023		Traffic Control - Sunset Dr	1,757.50
	10/25/2023		Traffic Control - Palomar Dr	1,330.00
73382	10/25/2023	CleanCapital HC4 Borrower LLC	Solar Energy 09/2023	769.91
73383	10/25/2023	Coastal Chlorination & Backflow	Chlorination of Main - Camino Loma Verde	460.00
73384	10/25/2023	Complete Office of California, Inc	Office Supplies	114.62

Payment Number	Payment Date	Vendor	Description	Amount
73385	10/25/2023	Core & Main	4X3 Flange (2)	224.05
73386	10/25/2023	CoreLogic Solutions Inc	Real Quest Online Services 09/2023	300.00
73387	10/25/2023	Cynthia Perez	Reimburse - Refreshments for Forklift Training	357.73
73388	10/25/2023	Direct Energy	Electric 09/2023	6,925.57
73389	10/25/2023	Frank Wolinski	Reimburse- Water Treatment/Distribution Certifications	165.00
73390	10/25/2023	Fredricks Electric Inc	Electrical Work, Install LED Lighting	5,996.00
73391	10/25/2023	Grainger	Electric Meter Accessories	62.62
73392	10/25/2023	Hawthorne Machinery Co	Caution Decal - B10	12.93
	10/25/2023		Operation/Maintenance Manual - Cold Planer	59.54
73393	10/25/2023	InfoSend Inc	Backflow Notices	291.32
	10/25/2023		Support & Storage 09/2023	1,692.55
73394	10/25/2023	Joe's Paving	Final Paving- Mar Vista Dr. (phase II)	158,347.29
	10/25/2023		Patch Paving	4,585.45
73395	10/25/2023	Leon Perrault Trucking & Materials	Trucking and Material 09/2023	15,962.25
73396	10/25/2023	McMaster-Carr Supply Company	Wire Termination Crimpers (2)	153.00
	10/25/2023		Wire Termination Parts	123.31
	10/25/2023		SCADA Mounting Hardware	250.49
73397	10/25/2023	North County Pool Center Inc	Chlorine (8) - San Luis Rey Reservoir	82.27
	10/25/2023		Chlorine (4) - San Luis Rey Reservoir	41.14
	10/25/2023		Chlorine (8) - E Reservoir	82.27
	10/25/2023		Chlorine (16) - E Reservoir	164.54
	10/25/2023		Chlorine (24) - E Reservoir	246.81
73398	10/25/2023	R & R Controls Inc	HVAC Control Software Training/Troubleshoot VAV	865.00
73399	10/25/2023	Ramco Petroleum	Fuel 09/2023	1,762.21
73400	10/25/2023	RC Auto & Smog	Smog Inspection - Truck 35	50.00
73401	10/25/2023	Interstate All Battery Center	SCADA Solar Batteries	198.01
73402	10/25/2023	Robert Half	Direct Placement Fee - Finance Supervisor	28,898.50
73403	10/25/2023	San Diego Gas & Electric	Electric 09/2023 - Cathodic Protection & T&D	(76.81)
	10/25/2023		Electric 09/2023 - Reservoirs	93.98
	10/25/2023		Electric 09/2023 - Pump Stations	14,009.64
	10/25/2023		Electric 09/2023 - Plants	84.38
73404	10/25/2023	Save Our Heritage Organisation	WCRH Operating Costs 10/2023 - 12/223	3,000.00
73405	10/25/2023	SePro Corporation	HABs Lab Analysis	1,020.00
73406	10/25/2023	Southern Counties Lubricants, LLC	Fuel 10/01/23 - 10/15/23	7,708.49
73407	10/25/2023	Shred-it	Monthly Shred Service	181.40
73408	10/25/2023	Steven Engineering	SCADA Power Supplies - CX28	179.89
73409	10/25/2023	Stillwater Sciences	As Need HABs Consulting 07/03/23 - 09/03/23	6,058.50
73410	10/25/2023	Bend Genetics, LLC	HABs Lab Analysis	3,858.00
73411	10/25/2023	TS Industrial Supply	Flaring 1" Tool (1)	27.98
	10/25/2023		Construction Marking Paint White #255 (12)	55.73

Payment Number	Payment Date	Vendor	Description	Amount
73412	10/25/2023	Underground Service Alert of Southern California	Safe Excavation Board Fees	153.74
	10/25/2023		New DigAlert Tickets (257)	459.75
73413	10/25/2023	UniFirst Corporation	Uniform Service	260.25
73414	10/25/2023	Valley CM, Inc	E Reservoir Replacement & Pump Station 09/2023	35,918.50
73415	10/25/2023	Vinje & Middleton Engineering Inc	Compaction Test - Olive Ave	357.50
73416 - 73419	11/01/2023	Refund Checks 73416 - 73419	Customer Refunds	2,109.76
73420 - 73420	11/01/2023	Refund Checks 73420 - 73420	Customer Refunds	41.98
73423	11/01/2023	Amazon Capital Services	Monitor	167.36
	11/01/2023		Cordless Reciprocating Saw Kit	162.36
	11/01/2023		Warehouse Supplies	334.84
73424	11/01/2023	ASCE	Membership Dues 2024	311.00
73425	11/01/2023	AT&T	Voice & Data Service	1,183.96
73426	11/01/2023	AT&T	3680/CALNET 09/13/23 - 10/12/23 - SIP Trunks	468.52
	11/01/2023		0230/CALNET 09/13/23 - 10/12/23 - Teleconference	12.46
73427	11/01/2023	Auto Specialist Warehouse	Rear Brake Parts - Truck 36	183.91
73428	11/01/2023	Big Drip Plumbing	Meter Tie-Back (3)	4,500.00
73429	11/01/2023	Bryan and the Bee's	Live Bee Removal (1)	192.50
	11/01/2023		Live Bee Removal (1)	192.50
73430	11/01/2023	Canon Solutions America, Inc	Canon Supplies & Maintenance	29.25
73431	11/01/2023	CDW Government Inc	FortiGate 60F Appliance & Support Contract	1,712.34
	11/01/2023		FortiAP Support Contract (8)	1,155.04
73432	11/01/2023	Cecilia's Safety Service Inc	Traffic Control - Olive Ave	9,642.50
	11/01/2023		Traffic Control - Camino Loma Verde	2,707.50
	11/01/2023		Traffic Control - Osborne St	1,615.00
	11/01/2023		Traffic Control - Camino Corto	2,897.50
73433	11/01/2023	City Of Escondido	Escondido Canal Operating Cost 07/2023 - 09/2023	107,136.34
73434	11/01/2023	Complete Office of California, Inc	Office Supplies	207.09
	11/01/2023		Office Supplies	272.45
73435	11/01/2023	Craneworks Southwest Inc	Crane Pendant Switches (3)	229.25
73436	11/01/2023	DIRECTV	Direct TV Service	111.99
73437	11/01/2023	DMV Renewal	DMV Renewal - Pontoon Boat	20.00
73438	11/01/2023	ENR	Membership/Subscription Renewal	149.99
73439	11/01/2023	Ferguson Waterworks	Ell 6"x16" POxFL Bury DI (2)	926.08
	11/01/2023		Clamp 1x3 Repair Full Circle Orangeburg SS Romac (5)	231.60
73440	11/01/2023	Fidelity Security Life Insurance Co (EyeMed)	Vision Insurance 11/2023 - Cobra	8.78
	11/01/2023		Vision Insurance 11/2023 - Cobra	26.34
	11/01/2023		Vision Insurance 11/2023 - Cobra	22.54
	11/01/2023		Vision Insurance 11/2023 - Cobra	8.78
	11/01/2023		Vision Insurance 11/2023 - Cobra	14.24
	11/01/2023		Vision Insurance 11/2023 - Cobra	14.24

Payment Number	Payment Date	Vendor	Description	Amount
	11/01/2023		Vision Insurance 11/2023 - Cobra	14.24
	11/01/2023		Vision Insurance 11/2023 - Employees	1,568.40
	11/01/2023		Vision Insurance 11/2023 - P Kuchinsky	14.24
	11/01/2023		Vision Insurance 11/2023- J MacKenzie	14.24
	11/01/2023		Vision Insurance 11/2023 - R Vasquez	14.24
	11/01/2023		Vision Insurance 11/2023 - M Miller	14.24
	11/01/2023		Vision Insurance 11/2023 - P Sanchez	14.24
73441	11/01/2023	Freedom Window Cleaning	Exterior Window Cleaning - VID Headquarters	1,610.00
73442	11/01/2023	G & R Auto & Truck Repair	Diagnose & Repair Engine Codes - Truck 44	2,603.94
73443	11/01/2023	Garda CL West, Inc	Armored Transport 10/2023	455.70
	11/01/2023		Armored Transport 11/2023	452.83
73444	11/01/2023	Grainger	Warehouse Supplies	58.84
	11/01/2023		Warehouse Supplies	69.41
73445	11/01/2023	Hello Deli	Lunch 10/25/23 (4) - SLRIA Mtg Lunch	67.85
	11/01/2023		Lunch 10/26/23 (6) - Utility Worker Trainee Interviews	95.82
73446	11/01/2023	Hi-Line Inc	Hardware - Garage	199.77
	11/01/2023		Hardware - Garage	40.18
73447	11/01/2023	Iconix Waterworks (US) Inc.	Meter 1" electronic read (24)	6,209.73
73448	11/01/2023	InfoSend Inc	Envelope Snipe for 100 Year (13,500)	378.00
	11/01/2023		Application Maintenance	40.00
73449	11/01/2023	Joe's Paving	Paving - Mar Vista Dr @ Buena Vista	8,667.10
	11/01/2023		Asphalt Repair - E Taylor, Airborne Dr, Warmlands	56,327.75
73450	11/01/2023	Ken Grody Ford Carlsbad	Re-Flushed ECM - Truck 55	270.00
	11/01/2023		Diagnose P0171 Code & Tune Up - Truck 15	1,717.18
	11/01/2023		Filters (2)	42.82
73451	11/01/2023	MRC, Smart Technology Solutions	Manage Printer Services	334.76
73452	11/01/2023	Mutual of Omaha	LTD/STD/Life Insurance 11/2023	13,427.83
73453	11/01/2023	NAPA Auto Parts	Tire Valves, Filter	67.20
73454	11/01/2023	Norfield Development Partners, LLC	New DigAlert Ticket Mgmt/Software Locator Service	1,838.00
73455	11/01/2023	North County Auto Parts	Indicator Rocker Switches	70.86
	11/01/2023		Shop Supplies	353.62
73456	11/01/2023	North County Industrial Park	Association Fees 11/2023	936.59
73457	11/01/2023	O'Reilly Auto Parts	Battery Core - T22	(22.00)
	11/01/2023		Battery - Generator	222.22
73458	11/01/2023	Pacific Safety Center	CPR/First Aid/AED Training	75.00
73459	11/01/2023	SignArt	EIN Decals - B10	23.71
73460	11/01/2023	SoftwareOne Inc	Windows Server DataCenter Core 2 Lic Core Lic (3)	2,094.75
73461	11/01/2023	Stephen Huynh	CWEA Membership Renewal	221.00
	11/01/2023		Reimburse Employee Event - Health Fair	165.86
73462	11/01/2023	Ditch Witch West	Hi-Pressure Swivel Fitting - VE2	191.64

Payment Number	Payment Date	Vendor	Description	Amount
73463	11/01/2023	Johnson Controls Security Solutions LLC	Security Monitoring/Maintenance 11/2023 - 01/2024	3,378.32
73464	11/01/2023	UniFirst Corporation	Uniform Service	321.64
73465	11/01/2023	Verizon Wireless	Air Cards	152.04
	11/01/2023		Cell Phones	2,178.05
73466	11/01/2023	Xerox Corporation	Xerox Maintenance & Supplies	250.89
	11/01/2023		Xerox Maintenance & Supplies	207.64
	11/01/2023		Xerox Maintenance & Supplies	271.56
<b>Grand Total:</b>				<b>905,645.60</b>

**DRAFT MINUTES**

*Not part of the District's permanent record until approved by the Board of Directors.*

There being no further business to come before the Board, at 12:34 p.m. President MacKenzie adjourned the meeting to November 15, 2023 at 8:00 a.m.

---

Jo MacKenzie, President

ATTEST:

---

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



**Agenda Item: 7**

**STAFF REPORT**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Brett Hodgkiss**

SUBJECT: CLOSED SESSION WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

SUMMARY: Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of cases: 2





**STAFF REPORT**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Brett Hodgkiss**

**SUBJECT:** CABRILLO CIRCLE WATER MAIN BREAK

**RECOMMENDATION:** Consider Charles Piccirillo and Steve and Nouria Harvey requests for the District to pay \$3,300 and \$2,500, respectively, for the installation of drainage improvements on their properties that were flooded as the result of the Cabrillo Circle water main break.

**PRIOR BOARD ACTION:** None.

**FISCAL IMPACT:** \$5,800, if the requests are approved.

**SUMMARY:** On September 28, 2023, the District was notified of a water main break on Cabrillo Circle in Vista. Water flowed from the leak location on Cabrillo Circle downhill through the backyards of four properties to the intersection of Smith/Frances drives. Water entered one residence; silt deposits and erosion affected three other properties, including those owned by Charles Piccirillo and Steve and Nouria Harvey.

The District turned over all of the claims received related to the Cabrillo Circle water main break to its insurance carrier, the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA). ACWA JPIA has paid Mr. Piccirillo and Mr. and Mrs. Harvey for damage to their respective properties (on behalf of the District) and received signed settlement and release documents from the parties.

During Public Comment at its November 1, 2023 meeting, the Board received requests from Mr. Piccirillo and Mr. and Mrs. Harvey for the District to pay for the installation of drainage improvements on their respective properties to prevent future flooding should another water main break occur on Cabrillo Circle. Mr. Piccirillo requested \$3,300, and Mr. and Mrs. Harvey requested \$2,500. The requested amounts are in addition to the payments already made to the parties by ACWA JPIA (on behalf of the District) to settle each party's claim.

**DETAILED REPORT:** On September 28, 2023, the District received notice of the water main break on Cabrillo Circle at 6:48 AM; the leak was fully isolated by 7:20 AM. The leak occurred on 6-inch asbestos cement pipe (non-Nipponite) installed in 1961. As noted, water from the main break flowed downhill towards the intersection of Smith/Frances drives, entering one residence and travelling through the backyards of three other properties causing silt deposits and erosion.

Claims for damage to the yards of their respective properties filed by Mr. Piccirillo and Mr. and Mrs. Harvey have been fully settled by ACWA JPIA. The parties are seeking additional payments from the District to install drainage improvements to prevent future flooding should another water main break on Cabrillo Circle occur. Due to the damage claims already being settled, the Board would need to make a finding that any additional payment(s) to Mr. Piccirillo and Mr. and Mrs. Harvey would benefit the District and its ratepayers.

It is important to note that the District plans to replace the remaining segment of asbestos cement pipe the first quarter of 2024; most of the water mains in the neighborhood have been replaced (with PVC pipe) within the last 17 years. The Cabrillo Circle Reservoir was lined in 2016 and the over flow drain line was rerouted down Smith Drive in 2012. These projects were completed as part of the Districts on-going main replacement and reservoir maintenance programs.



## STAFF REPORT

Agenda Item: 9

<b>Board Meeting Date:</b>	<b>November 15, 2023</b>
<b>Prepared By:</b>	<b>Greg Bryant/ Breona Paz</b>
<b>Reviewed By:</b>	<b>Shallako Goodrick</b>
<b>Approved By:</b>	<b>Brett Hodgkiss</b>

**SUBJECT:** REQUEST TO WAIVE WATER ACCOUNT CHARGES AND RESTORE WATER SERVICE

**RECOMMENDATION:** Deny Ms. Jodi Lee's request to waive all outstanding charges on her water account and restore water service to her property located in Vista, California.

**PRIOR BOARD ACTION:** None.

**FISCAL IMPACT:** Unknown.

**SUMMARY:** Starting in June 2023, this account became delinquent. State law and Vista Irrigation District Rules and Regulations (Rules and Regulations) were followed to provide notice, among other things, on how to make payment, avoid shut-off and restore service. Following multiple returned payments and notices, water was discontinued on July 18, 2023. Due to the lock being cut and damage to the curb stop, the meter was pulled on August 3, 2023. On October 25, 2023, staff discovered and removed an unauthorized connection to the water system that had been buried. Ms. Lee requested that the Board review staff's decisions in connection with this account, including the imposition of fees and costs associated with meter tampering and unauthorized taking of water and restoring water service at her property.

**Legal Background:** Rules and Regulations Section 2.2.7 covers the District's policy on the unauthorized taking of District water, including a requirement that a water account must be paid in full (inclusive of the estimated amount of unrecorded use) within 30 days; if payment is not made in full, water service may be disconnected (terminated) 10 days after providing written notice.

Rules and Regulations Section 2.2.3 describes the District's billing procedures, including when payments are due, late notices are issued and written notices of discontinuation are delivered; it also notes when fees associated with late notices and written notices of discontinuation are applied to water accounts and under what circumstances fees may be waived. Rules and Regulations Section 2.2.4 contains the District's discontinuation of water service policy which explains when water service may and may not (financial/medical hardship) be discontinued, conditions that must be met to qualify for a hardship and how a tenant may request to become a customer of record to avoid discontinuation of water service. The provisions contained in each of the above described sections are consistent with California Health and Safety Code (HSC) Section 116900 et seq. (enacted by Senate Bill 998, the Water Shut-off Protection Act); HSC Sections 116926 states that "this chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer".

**DETAILED REPORT:** Ms. Lee's account was paid in full prior to her bill that was generated on May 3, 2023; when payment was not received, a late notice was mailed and a late penalty was applied to the account. On July 6, 2023, a delinquent door hanger was delivered to the property and the associated fee was applied to the account. Ms. Lee contacted the District stating she had made a payment; upon research staff found that the payment was made via ACI but referenced an account number that did not match any of the District's water accounts. Staff transferred the payment into her account and reversed the delinquent door hanger since she had paid on time.

On July 10, 2023, the ACI payment was returned to the District; staff delivered a door hanger notice to the property to notify Ms. Lee of the returned payment on July 11, 2023. On July 12 and 13, 2023, payments were received via ACI and EBP, respectively; both payments were returned to the District, one on July 17, 2023 and one on July 18, 2023. Water service was disconnected for non-payment on July 18, 2023.

On July 18, 2023, Ms. Lee and another person, Chase, came to the District office. She tried to make a payment using the same check from a local church that was used to make payments via ACI, which were returned. After a long discussion with Ms. Lee, staff accepted the check and explained that water service would be restored once the check had cleared.

On July 19, 2023, staff contacted the local church who issued the check to verify its validity; a representative informed staff that the check was no longer good and not to process it. Staff left messages with Chase on July 19, 2023 and July 20, 2023; he returned the phone call on July 20, 2023, and staff informed him that the check was not valid, and the water would remain off until payment was received.

On July 21, 2023, staff checked the water meter serving Ms. Lee's property and found that the lock had been broken; the water meter was relocked and a broken lock fee was added to Ms. Lee's water account. Staff verified that the water meter was locked on July 24, 2023. Another check was performed on August 3, 2023, and staff found that the lock was remained in place but the upper ear of the curb stop had been cut and turned on, allowing the water to flow even though the meter appeared to be locked; water use was verified by the advancement of the read from when it was originally locked. At this point, the water meter was pulled and a curb stop lock was installed. A damaged curb stop lock fee was added to Ms. Lee's water account.

On August 4, 2023, the District received a call from someone named Jennifer claiming to be a tenant at the property; she was informed that we needed to speak with the owner of the property since water service to the property had been discontinued.

On August 7, 2023, staff received an email from Ms. Lee questioning the bill amount, claiming to not have received the door hanger notice, stating she has an asthmatic child in the home, and demanding fees be waived and water service be restored. Staff responded to her email on August 8, 2023, providing a breakdown of water account charges and explaining the discontinuation of water service policy, which outlines requirements for the District hardship program, which is consistent with state law. Chase contacted staff (within an hour of the email to Ms. Lee) asking what needed to be done to restore water service; staff provided the amount due and explained what conditions needed to be met for hardship to not have water service discontinued, as set forth in Rules and Regulations Section 2.2.4 and HSC Section 116900 et seq. Ms. Lee sent another email the same day requesting to make payment arrangements.

On August 8, 2023, while waiting for a response to her payment agreement request, Ms. Lee called and spoke with staff about restoring water service to her property. Staff informed her that water service would not be restored until payment was received. Ms. Lee claimed that she qualified for a financial and medical hardship as outlined in Rules and Regulations Section 2.2.4. Staff informed Ms. Lee that with what she had submitted, she had met one of the conditions (showing financial hardship) but not the other two conditions (medical hardship and entering into a hardship payment agreement).

On August 9, 2023, Jennifer called again claiming to be a tenant at the property and wanting to establish a water account in her name; she left multiple voicemails for different staff members. The General Manager called and spoke to Jennifer about the matter, explaining that proof of tenancy (e.g., fully executed lease agreement, proof of payment of a deposit and first month rent, etc.) was required to establish a water account at the subject property. Jennifer never submitted the required information.

On August 9, 2023, staff also discussed internally making payment arrangements (in response to her August 7, 2023 email request) with Ms. Lee in an effort to get water service restored. Staff offered Ms. Lee a payment arrangement that would allow water service to be restored with the initial payment being equal to the past due water bill (generated in May 2023) and the balance of water account charges to be paid in equal payments over a 12 month period. At the time, Ms. Lee did not make any payment or sign a payment agreement.

On August 18, 2023, Ms. Lee informed staff that she was coming to the District to make the initial payment and sign the payment agreement. When Ms. Lee arrived, she was unable to make the full initial payment. Staff explained water service would not be restored unless the full initial payment amount was received as previously discussed.

She made a partial payment to her account, knowing it was insufficient to restore water service, and signed the payment agreement; Ms. Lee has not made any additional payments on her account and is in breach of her payment agreement.

On October 24, 2023, staff was reading meters in the area near Ms. Lee's property and stopped at her property to verify that the curb stop lock was still in place; after removing the lid, staff noticed the box was full of dirt and the service lateral to the property was not visible. Staff dug out the meter box but was not able to locate the service lateral, curb stop, customer valve or the customer's private side plumbing.

On October 25, 2023, staff returned to Ms. Lee's property to locate the service lateral. Staff found that the meter box had been dug up and repositioned about a foot to the right of the original location; the service lateral was found buried underneath and covered by newly installed pavers. The curb stop lock had been removed and a "jumper" had been installed between the curb stop and the customer valve, providing unmetered water service to the property. Staff removed the "jumper" and crimped the service lateral to discontinue water service.

On October 26, 2023, staff received a call from Stewart claiming to be a new tenant at the property who wanted to establish a water account for the property in his name. Staff informed him that the District would need the full lease agreement, proof of tenant/landlord relationship, etc. Stewart sent over the signature page of a lease agreement and a typed document as proof that he had paid rent and a deposit. Staff informed him that these were not sufficient; repeating that the District needed a copy of the full lease agreement, proof of tenant/landlord relationship, etc. and that the owner needed to contact us to resolve another matter (unauthorized water use). On October 27, 2023, Stewart sent another email requesting to establish a water account as a tenant; staff responded, providing the same information from the October 26, 2023. He sent the same documents provided on October 26, 2023, adding the first page of a lease agreement which showed that he had been the tenant since October 1, 2023 (before the unauthorized water use occurred).

On October 31, 2023, staff sent Ms. Lee a letter (via certified mail and email) informing her that water service to her property would be terminated (30 days from the date of the letter), unless the outstanding balance on her water account, including the unauthorized water use fee was paid in full. Ms. Lee responded to the email claiming that the District is falsely accusing her of the unauthorized water use and that she wanted to appeal the amount of her water account balance, including the unauthorized water use fee, to the Board.

Shortly after receiving Ms. Lee's October 31, 2023 email, Stewart called again trying to establish a water account in his name for the subject property; staff explained to him again what documentation he needed to provide to establish a water account as a tenant. Stewart was also told about the unauthorized water use matter and provided a copy of the notice of unauthorized water use letter since he claimed to be a tenant during the period that water was be taken through an unmetered connection; staff advised him that the owner's water account would need to being paid in full to restore water service to the property.

As described in this staff report, the District has followed its billing procedures, discontinuation of water service policy and unauthorized water use provisions as set forth in its Rules and Regulations and HSC Section 116900 et seq., and the full water account balance is due and payable to re-establish water service. Though staff continued to try to work with Ms. Lee to restore water service to her property, per HSC Section 116926, the provisions of Senate Bill 998 do not apply here. For the reasons stated in this staff report, staff recommends denying Ms. Lee's request to waive all outstanding charges on the water account for her property and not restore water service to the property until the water account is paid in full.

#### ATTACHMENTS:

- Email from Jodi Lee dated November 3, 2023
- Vista Irrigation District Rules and Regulations Section 2, Billing Procedures
- California Health and Safety Code Section 116900 et seq.
- District Fees

# Email from Ms. Lee dated November 3, 2023

**From:** [Greg Bryant](#)  
**To:** [Brett Hodgkiss](#); [Shallako Goodrick](#); [Breona Paz](#)  
**Subject:** Fwd: Vista Irrigation District  
**Date:** Friday, November 3, 2023 5:41:50 AM

---

Sent from my iPhone

Begin forwarded message:

**From:** Jodi Lee [REDACTED]  
**Date:** November 3, 2023 at 03:55:51 PDT  
**To:** Greg Bryant <[GBryant@vidwater.org](mailto:GBryant@vidwater.org)>  
**Subject:** Re: Vista Irrigation District

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All of it. The going to the mission and telling them something false without even discussing it with me. Not taking my check which is in no way in your policy's and procedures. Also, no notice for the shutoff and again this is when I paid my bill and you took it upon yourself to not take it. I am low income which I provided you a EBT card per CA, San Diego county Law and VID's policies and procedures. I asked to dispute it originally and that means bringing to board which I was rejected and not able to speak my side according to the laws. You did not follow your own policies and procedures again and I didn't get to talk to board and until then my water was not supposed to be shut off. The original bill should have been divided up into payments per law yet my \$200 and something bill I paid went from \$200 to \$2800 because you guys claimed I broke curb stop. My daughter and I watched 2 guys not 1 come out and the guy originally illegally taking out the meter screwed up which was along with profanity because of his mess up. The other worker said it's ok and he finished illegally taking out the meter then putting blame in me. I wouldn't know how to do anything you state I did...which should have never happened because I paid the bill and am low income and a medical in the household for an 11 year old. Then, I gave the money I had and my girlfriend put the rest of it in her card so we could have water I should have never been without. However, after the water being turned back on thanks to my friend paying the rest...I get an email saying I took unauthorized water. How the heck do you think I would be capable of that. I'm a single mom of 2 and no one I know would do that or know how to either.

You and the company breaking many laws made it so hard for me I had to rent my house out. Now while we are fighting over you having too much power that you legally can't have. My renter who has paid for rent doesn't have water. On the lease he sent 3x to you states he is responsible for paying water. Yet, you are denying that and drawing it out. He has been staying with his mom and bugging me 24/7 because of ur guys illegal acts.

I don't have time for this crap and you need to do your legal obligation and turn his water on because it's not between him and you it's between me and VID. Which again according to CA, San Diego county Law and your policy's and procedures. You can not deny a renter from transferring into their name and you cannot charge or wait for backpayment before you do. You made my 2 kids and I have to move out of their house during a critical point in their lives over a \$200 something bill that I paid.

I followed the rules and did my part. You being money greedy and taking power that is not yours and breaking laws to hurt a low income single mom of 2 underage children is what I want you to bring to the board. Don't forget I have our correspondences and more proof than you have (because I didn't do anything wrong so I know 100% you have nothing) and trust me it falls on you and at this point...good!

Not 1 rule, law, or moral did you even try to follow. It's not ok and you are not going to make me pay for a huge bill that's not mine and was originally paid for anyways.

Turn on my renters water tomorrow he sent what's required 3x already and you guys are still giving him crap.

Fyi...all you need legally and what it states in the laws is a copy of the part of the rental agreement that states he is responsible for paying his water and the receipt for the rent which is only one. You are not aloud to ask for bank verification so stop giving him the runaround and stop screwing me over even more for your mistakes and laws you guys broke many times over.

Last thing, I would also like you to stop speaking to me in the derogatory manor you have been. I don't care your opinion of me (because it's 1000% wrong), and I am far from stupid and I don't lie and steal...never have... Never will! More than you can say at this point. I pay for a service and that service works for me... I do my part its time to do yours... legally and morally!

Thank you,  
Jodi Lee

On Tuesday, October 31, 2023, 01:23:04 PM PDT, Greg Bryant <gbryant@vidwater.org> wrote:

Jodi,

You stated that you would like bring your dispute to the Board of Directors. Specifically, what is it that you would like to dispute?

Greg

---

**From:** Jodi Lee [REDACTED]  
**Sent:** Tuesday, October 31, 2023 11:12 AM  
**To:** Greg Bryant <GBryant@vidwater.org>  
**Subject:** Re: Vista Irrigation District

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Absolutely not...I paid my girlfriend what I had and she paid for the water to get back on in July. I don't know why you guys have something out for me but you will not lie and blackmail me for a \$200 bill I paid through the mission and you guys lied about me to stop payment.

I no longer am at that house due to all the crap and money you guys are again blackmailing me for. We had a medical in the house and are low income and you broke numerous laws to avoid doing your job. The old bill that went from \$200 to \$2800 because of a broken curb stop that my daughter and I both watched your staff break and trying to blame me for it.

How the heck would I know how to turn on the water without paying you guys to do it... well answer is I can't. I appreciate the confidence I'm me but I'm not even that good. Stop lying and trying to squeeze a single mom that has done everything asked of her for every penny. I have paid multiple peoples water bill in that culdesac and never was late on a bill, but people forget the kind things that others do when they are power hungry. I have come to you and told you everything that happened I even got the money again after I was robbed and was so frantic to get my water that shouldn't have been turned off cuz it was paid and I never got a notice on top of medical in the house and low income and lost the money on the way to pay you. Yet you still decided to take it upon yourself and not do your legal obligation and your job.

You will not lie about me and say I keep doing things that I am physically incapable of and I wouldn't do anyways because I'm a huge rule follower no matter what ur gossip has brainwashed you to believe. You are so beyond illegal and no one has fought you guys so u think you can do what you want...well you can't and I will be making sure of that.

I would like you to bring my dispute to the board to handle it within the business and if they chose to continue the illegal activities you will be hearing from my lawyer. This is so beyond absurd and for a person to go to these lengths to hurt a single hard working mom is beyond and I will make sure it doesn't happen again.

Bring to the board to deal with in house and follow the many laws you broke or we will go from there... every lie and law broken by you is just better for my case.

I have a tenant that has been in the house since the first so turn the water on he has to pay per lease. Thank you!

Jodi Lee

On Tuesday, October 31, 2023 at 09:58:58 AM PDT, Greg Bryant <[gbryant@vidwater.org](mailto:gbryant@vidwater.org)> wrote:

Jodi

Attached is a letter that you will be receiving shortly via Certified mail regarding termination of water service.

**Greg Bryant**

Customer Service Supervisor

Vista Irrigation District

1391 Engineer Street

Vista, CA 92081-8836

[gbryant@vidwater.org](mailto:gbryant@vidwater.org)

Direct 760-597-3154



## 2.2 BILLING PROCEDURES

### 2.2.1 Water Bill Charges

(See Section 4.4.14 for fees related to payment of water bills.)

### 2.2.2 Definitions

#### A. Owner

Owner of record per the County of San Diego. The owner remains liable for water served to the property even when used by a Tenant. The District has no duty to collect any water charges, penalties or fees from a tenant who has vacated the property prior to collecting delinquent amounts from the Owner. Water bills are a lien on the land and may be added to the assessment roll of the District.

#### B. Tenant

Occupying the premises with the Owner's approval. Per Water code Section 25806, the Owner can elect to have the Tenant billed if the Owner completes and signs the District's authorization form. However, Owner retains full responsibility for the payment of all water charges, penalties and fees. If the District sends a late note to the Tenant, it will also send a late notice to the Owner.

#### C. Billing Due Date

All water bills are due 15 days from the date of mailing and are subject to late penalty if not received within 25 days after the due date.

#### D. Good Payment Record

No late charges, returned checks, broken lock fees or delinquent alternative payment arrangements within the last 12 months.

#### E. Alternative Payment Arrangements

A Customer Service Representative may make arrangements of up to four months to clear the account. These payments should be approximately in equal amounts. A customer may be required to sign a payment arrangement. If customer fails to comply with an alternative payment arrangement for delinquent charges or fails to pay the current residential service bill for 60 days or more, the service becomes subject to discontinuation.

A request for Alternative Payment Agreements in excess of four months must be submitted to and approved by the General Manager or designee. Alternative Payment Arrangements may be granted for up to 12 months.

## F. Hardship Payment Agreements

Customers meeting requirements specified in Section 2.2.4 (C) may be qualified to enter in a Hardship Payment Agreement to avoid discontinuation of residential water service. Failure to meet the Hardship Payment Agreements for more than 60 days will subject a customer to discontinuation.

### 2.2.3 Billing Procedures (until service discontinuation)

- A. First billing, which is for approximately two months water use or from the last special read for eight bi-monthly cycles, and one-month use or from last special read for monthly cycles is due within 15 days from the date of mailing.
- B. If payment is not received in the District office within 25 days after the due date, a late charge is added to the water account, and a Late Notice (second billing notice) is mailed. The Late Notice will include the District policy on Discontinuation of Water Service and identify the delinquent amount and late charge with a penalty date showing “PAST DUE”. If payment is not received within 21 days of the Late Notice being sent, the District will commence discontinuation of service 14 days later as outline in subsection 2.2.3 (D).
- C. Prior to the penalty date, a customer with a good payment record may ask for an extension of up to 15 days beyond the penalty date with no late charge assessed. This extension may be granted at the discretion of the Customer Service Representative. Any waiver of late charges or extensions of time requested after the penalty date may be granted at the discretion of the Customer Service Supervisor. Tenants that do not meet specific income and financial requirements receive no further time extension after discontinuation of service to make payment without owner authorization.
- D. If the customer does not contact the District after receiving the written notice of impending discontinuation of water service and payment is not received in the District office 14 days before scheduled discontinuation, the District will visit the premises and leave a notice of discontinuation of water service (door hanger) as well as the District’s policy on Discontinuation of Water Service. The notice will advise occupants that the water service will be discontinued unless the bill is PAID IN FULL or alternative payment arrangements are made with the District.

For multiple family residences, the District will make a reasonable attempt to notify the facility manager as set forth in subsection 2.2.3 above, and request that the manager give notice to all of the individual tenants affected by the discontinuation. In addition, the District shall post a written notice of the pending discontinuation of service in conspicuous location on the property served by the service connection, which may, but is not required to be, posted at the vehicular entry to such property from the public right of way. Such

notice shall provide both a telephonic and e-mail contact at the District that parties subject to service discontinuation can contact for further information.

#### 2.2.4 Discontinuation of Water Service Policy

- A. The District may discontinue water service if the current water bill or alternative payment arrangement is delinquent for at least 60 days.
- B. The District will provide written notice to the customer of record at least 14 days prior to discontinuation of water service.
- C. For customers facing medical and financial hardship, the District will not discontinue water service if all of the following conditions are met.
  - 1) The customer, or a tenant of the customer, submits to the District the certification of a primary care provider that discontinuation of residential water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
  - 2) The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
  - 3) The customer is willing to enter into a Hardship Payment Agreement.

A customer meeting the above requirements may provide the District with appropriate documentation to demonstrate specified medical and economic hardship and enter into a Hardship Payment Agreement. The customer will be required to demonstrate eligibility for medical and financial hardship on an annual basis.

The District may discontinue water service if a customer granted a Hardship Payment Agreement under this section fails to do any of the following for 60 days or more: (a) pay any amount under a Hardship Payment Agreement or (b) pay the current charges for water service. The District will post a final notice of intent to

discontinue service in a prominent and conspicuous location at the service address at least five business days prior to discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

- D. In the event of non-payment of a water bill by an Owner for a residence that receives individually metered residential water service, a Tenant may request to become the customer of record to avoid discontinuation of water service. In order to transfer service into Tenant's name, the Owner will be required to complete and sign the District's form of authorization providing approval to transfer into Tenant(s) name within 30 days. Should the District not receive the form of authorization within 30 days, the Tenant may continue to pay the Owner's water bill in order to avoid discontinuation. In the event the Tenant cannot secure the Owner's written authorization within 30 days, the Tenant may request the District to provide to Tenant, duplicate copies of the Owner's water bills for the individually metered residential water service, to facilitate the Tenant's ability to timely pay water bills accruing over time, which payments shall be treated by District as paid on behalf of Owner, until formal transfer is complete. Notwithstanding any such duplicate water bills, or payments accepted by District from Tenant, the Owner retains full responsibility for payment of any unpaid water bills and all subsequent charges to the property pursuant to California Water Code Section 25806.
- E. If a customer disputes an unpaid water bill that is beyond the authority of the Customer Service Supervisor to resolve, the Customer Service Supervisor may defer the discontinuation of water service until the dispute can be reviewed by the General Manager and/or brought before the Board for final resolution. The dispute will not be referred to the General Manager or scheduled for consideration by the Board until the customer pays a reasonable portion of the disputed water bill. The reasonable portion of the disputed bill will be based on the customer's account history.

The customer shall submit a written request of appeal to the Board Secretary to have his or her dispute considered as an item for discussion at an upcoming Board meeting, which would allow the Board to hear the dispute and take action. The written request of appeal shall include: 1) a description of the issue, 2) evidence supporting the claim, and 3) a request for resolution.

Water service shall not be discontinued pending an appeal.

- F. Water service will be restored only upon payment of all delinquent charges and penalties.

### 2.2.5 Payment in the Field

Employees of the District are not authorized to receive money or checks from water customers in payment of water bills. Remittances should be made payable to the Vista Irrigation District (VID) and sent to the office of the District.

### 2.2.6 Broken Locks

- A. Locked accounts shall be checked frequently for tampering.
- B. If a lock is broken for the first time, the account shall be charged for the broken lock and for re-locking the service. The water account balance must be paid in full to reinstate service.
- C. If a lock is broke a second time according to the account history available on computer look-up, the meter shall be removed and charges for the broken lock and pulling the meter shall be added to the account. The water account balance must be paid in full to reinstate service.

### 2.2.7 Unauthorized Taking of District Water

(Last revision 8/21/19: Minute Order No. 19-08-87)

- A. Where an unauthorized taking of District water is found at the location of a District customer account, pictures or videotapes may be taken and certified and first class letters sent to the customer (owner and/or tenant) giving them thirty (30) days after receipt of the letter to pay the water account in full, including estimated unrecorded use. If receipt of the letter is refused, or other circumstances dictate, an attempt will be made to deliver the letter to the occupant of the property. The District may disconnect water service pursuant to section 2.2.8, Disconnection of Service, ten (10) days after providing written notice. Written notice may be left as a door hanger.
- B. Where the unauthorized taking of District water is through a connection to a fire hydrant or any other appurtenance (including but not limited to air vents, backflow devices, etc.), and because by definition unauthorized connections are not metered, it shall be presumed that 500 units of water was used. The District shall have the discretion to increase or decrease the presumed amount of unauthorized use based on the available evidence.
- C. The District may take any other action authorized by law, including injunctive relief or recovery of damages under the California Civil Code. Unauthorized taking of District water may subject the offender to criminal penalties.
- D. A party charged with unauthorized taking of District water may request in writing that the determination of unauthorized water use, or the charges resulting therefrom, be appealed to the District's General Manager or designee. The written request for appeal must include a description of the issue, sufficient background facts to support the asserted grounds for appeal, the specific remedy being requested, and any evidence supporting the appeal.

- E. A party may appeal the decision of the General Manager or designee to the Board of Directors by addressing a written request to appeal to the Board Secretary per section 1.4.3, Agenda Procedures, of the District's Rules and Regulations. The requesting party shall be notified of the date and time of the meeting that the appeal will be heard. The party may attend the meeting to present information about the incident or respond to questions asked by the Board. The Board may, at its discretion, affirm, reverse or modify the determination of the General Manager or designee. The Board's determination shall be considered final resolution of the dispute.

#### 2.2.8 Disconnection of Service

- A. The service may be "crimped" or disconnected at the main, at the District's discretion. Time and materials shall be charged to the water account.
- B. The water service will be restored only when application for a meter is made and the application fees and delinquent fees are paid.

(Last revision 9/17/97: Minute Order 97-09-131)



[Up^](#) [Add To My Favorites](#)

**HEALTH AND SAFETY CODE - HSC**

**DIVISION 104. ENVIRONMENTAL HEALTH [106500 - 119406]** ( *Division 104 added by Stats. 1995, Ch. 415, Sec. 6.* )

**PART 12. DRINKING WATER [116270 - 117130]** ( *Part 12 added by Stats. 1995, Ch. 415, Sec. 6.* )

**CHAPTER 6. Discontinuation of Residential Water Service [116900 - 116926]** ( *Chapter 6 added by Stats. 2018, Ch. 891, Sec. 2.* )

**116900.** This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

( *Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.* )

**116902.** For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

( *Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.* )

**116904.** (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

( *Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.* )

**116906.** (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585 and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116908.** (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

(i) The customer's name and address.

(ii) The amount of the delinquency.

(iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

(iv) A description of the process to apply for an extension of time to pay the delinquent charges.

(v) A description of the procedure to petition for bill review and appeal.

(vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*



**116910.** (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116912.** An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116914.** (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment

for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116916.** (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116918.** An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116920.** (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116922.** All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116924.** Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**116926.** This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

*(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)*

**Fees**  
**Effective January 1, 2023**

<u>Fees</u>	<u>Amount</u>
Late Penalty	\$16
Delinquent Door Hanger	75
Delinquent Lock	169
Delinquent Lock Hardship *	54
After Hours Lock or Unlock	186
After Hours Unlock Hardship *	162
Broken Lock	186
Pulled Meter	186
Tax Roll	99
Returned Check	40
Voluntary Lock or Unlock	71
Meter Bench Test	470
5/8" Damaged Curb Stop	927
3/4" Damaged Curb Stop	927
1" Damaged Curb Stop	954
Unauthorized Taking of District Water	2,889



## STAFF REPORT

Agenda Item: 10

**Board Meeting Date:** November 15, 2023  
**Prepared By:** Randy Whitmann  
**Approved By:** Brett Hodgkiss

SUBJECT: INDEPENDENCE WAY PIPELINE

RECOMMENDATION: Receive informational report on the Independence Way Pipeline project.

PRIOR BOARD ACTION: \$850,000 was included in the Fiscal Year (FY) 2024 Budget to begin the Independence Way Pipeline project; it was projected that another \$850,000 would need to be budgeted in FY 2025 to complete the project (\$1,700,000 total).

FISCAL IMPACT: With the project changing from a new pipeline installation to a main replacement, the pipeline diameter will increase from 8 inches to 12 inches; total project costs are projected to increase from an estimated \$1,700,000 to \$2,350,000 including filling the abandoned 18-inch pipeline. Overall, main replacement costs are projected to be lower when considering the future main replacement project within Warmlands Avenue.

SUMMARY: The Independence Way Pipeline project is described in the FY 2024 Budget as a new 8-inch pipeline to be constructed parallel (adjacent) to the existing 18-inch steel HN transmission pipeline that was constructed in the mid-1930s and has recently experienced several leaks. All water services on the HN pipeline (approximately 80) would be reconnected to the new 8-inch pipeline, and once in service, potential replacement/rehabilitation options for the 18-inch HN pipeline would be explored.

Staff has reviewed these options and replacement of the HN pipeline is preferred over rehabilitation as described below in the detailed report. The new replacement pipeline along Independence Way and Elm Drive will be 12 inches with the existing 18-inch line filled once abandoned. In the future, when the existing connecting pipeline within Warmlands Avenue to the east is replaced, it will be upsized from 6-/8-inch to 12 inches.

DETAILED REPORT: Pipeline rehabilitation (e.g., slip-lining or cured-in-place pipe) has the following disadvantages compared to pipeline replacement:

- Reduces pipe diameter size.
- Requires access pits to pull liner through and reliance on the host pipe to reconnect access pit locations.
- Future connections/cut-ins rely on the host pipe; potential delamination/separation between host pipe and liner.
- Future maintenance concerns; inability to locate leaks and difficulties/unknowns with repairing.

Pipeline replacement has the following advantages:

- Least expensive in overall project costs when considering the eventual need to replace the connecting Warmlands Avenue pipeline to the east.
- Upsizing the Warmlands Avenue pipeline to 12 inches in the future will provide increased operational flexibility over a single 18-inch transmission pipeline.

With the Independence Way Pipeline project now being 'replacement', all costs will be charged to the main replacement program. The projected balance needed to complete the project will be included in the main replacement program budget for FY 2025.

ATTACHMENT: Map

# INDEPENDENCE WAY PIPELINE

Independence Way Project

Future Warmlands Avenue Project





**Agenda Item: 11**

**STAFF REPORT**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Brett Hodgkiss**

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

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



## **STAFF REPORT**

**Agenda Item: 12.A**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Lisa Soto**  
**Approved By: Brett Hodgkiss**

**SUBJECT:** REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

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





**STAFF REPORT**

**Agenda Item: 12.B**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Lisa Soto**  
**Approved By: Brett Hodgkiss**

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

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

	<b>SCHEDULE OF UPCOMING MEETINGS AND EVENTS</b>	<b>ATTENDEES</b>
<b>1 *</b>	<b>CSDA Quarterly Meeting</b> <i>Nov. 16, 2023; 6:00 p.m.; The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Registration deadline: Closed</i>	Vásquez (R)
<b>2</b>	<b>ACWA Fall Conference</b> <i>Nov. 28-30, 2023; Indian Wells</i> <i>Registration deadline: 11/17/23; Cancel by 11/17/23</i>	Kuchinsky (R, H) Sanchez (R, H) MacKenzie (R, H) Vásquez (R, H) Miller (R, H)
<b>3 *</b>	<b>Vista Chamber Government Affairs</b> <i>Dec. 7, 2023; Noon-1:30 p.m.; The Film Hub, Vista; Registration deadline: None</i>	Kuchinsky ◊
<b>4 *</b>	<b>Vista Chamber of Commerce Business Mixer</b> <i>Dec. 13, 2023; 5:00 p.m. – 7:00 p.m.; CoLab Public House, Vista</i> <i>Registration deadline: None</i>	
<b>5</b>	<b>Colorado River Water Users Association Conference</b> <i>Dec. 13-15, 2023; Paris, Las Vegas</i> <i>Registration still available at door; Cancel by 11/28/23</i>	Miller (R, H, A) MacKenzie (R, H) Vásquez (R, H) Sanchez (R, H)
<b>6 *</b>	<b>State of the Community Luncheon</b> <i>Jan. 22, 2024; 11:00 a.m.-1:00 p.m.; Morris B. Vance Community Room</i> <i>Reservation deadline: TBD</i>	MacKenzie Sanchez Kuchinsky
<b>7</b>	<b>Urban Water Institute’s Spring Water Conference</b> <i>Feb. 21-23, 2024; Palm Springs Hilton</i> <i>Registration deadline: TBD</i>	
<b>8</b>	<b>Hoover Dam Tour (MWD)</b> <i>May 2-4, 2024; Registration deadline: TBD</i>	
<b>9</b>	<b>ACWA Spring Conference</b> <i>May 7-9, 2024; Sacramento; Registration deadline: TBD</i>	
<b>10</b>	<b>Special Districts Legislative Days (CSDA)</b> <i>May 21-22, 2024; Sheraton Grand Sacramento Hotel; Sacramento</i> <i>Registration deadline: TBD</i>	
<b>11</b>	<b>Diamond Valley Lake Tour (MWD, Hosted by Director Miller)</b> <i>June 7, 2024; Diamond Valley Lake (1-day tour)</i> <i>Registration deadline: TBD</i>	
<b>12</b>	<b>CSDA Annual Conference</b> <i>Sept. 9-12, 2024; Indian Wells; Registration deadline: TBD</i>	
<b>13</b>	<b>ACWA Fall Conference</b> <i>Dec. 3-5, 2024; Palm Desert; Registration deadline: TBD</i>	
<b>14</b>	<b>Colorado River Water Users Association Conference</b> <i>Dec. 4-6, 2024; Paris, Las Vegas; Registration deadline: TBD</i>	

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

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

**R**=Registration; **H**=Hotel; **A**=Airline; **S**=Shuttle; **C**=Car; **T**=Tentative; ◊=Attendee to Self-Register



**Agenda Item: 13**

## **STAFF REPORT**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Brett Hodgkiss**

**SUBJECT:** ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

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

*Staff-generated list of tentative items for future agendas:*

- Harmful Algal Blooms Management and Mitigation Plan Phase II (December)
- Annual Organizational Meeting (December)
- General Manager Performance Feedback (December)
- Vista Flume Replacement Alignment Study Workshop (December 11, 2023 at 1:30 PM)
- Leak Adjustment Policy
- Communication and Engagement Plan



## STAFF REPORT

Agenda Item: 14

Board Meeting Date: November 15, 2023  
Prepared By: Lisa Soto

SUBJECT: COMMENTS BY DIRECTORS

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



## **STAFF REPORT**

**Agenda Item: 15**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Brett Hodgkiss**

SUBJECT: COMMENTS BY GENERAL COUNSEL

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



**Agenda Item: 16**

**STAFF REPORT**

**Board Meeting Date: November 15, 2023**  
**Prepared By: Brett Hodgkiss**

SUBJECT: COMMENTS BY GENERAL MANAGER

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