



RAINBOW MUNICIPAL WATER DISTRICT
Tuesday, December 3, 2019
Closed Session – Time: 11:00 a.m.
Open Session - Time: 1:00 p.m.

THE PURPOSE OF THE REGULAR BOARD MEETING IS TO DISCUSS THE ATTACHED AGENDA

District Office	3707 Old Highway 395	Fallbrook, CA 92028
------------------------	-----------------------------	----------------------------

Board Agenda Policies

Board of Directors Meeting Schedule Regular Board meetings are normally scheduled for the 4th Tuesday of the month with Open Session discussions starting time certain at 1:00 p.m.

Breaks It is the intent of the Board to take a ten minute break every hour and one-half during the meeting.

Public Input on Specific Agenda Items and those items not on the Agenda, Except Public Hearings Any person of the public desiring to speak shall fill out a “Speaker’s Slip”, encouraging them to state their name, though not mandatory. Such person shall be allowed to speak during public comment time and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.

Public Items for the Board of Directors' agenda must be submitted in writing and received by the District office no later than 10 business days prior to a regular Board of Directors' Meeting.

Agenda Posting and Materials Agendas for all regular Board of Directors' meetings are posted at least seventy-two hours prior to the meeting on bulletin boards outside the entrance gate and the main entrance door of the District, 3707 Old Highway 395, Fallbrook, California 92028. The agendas and all background material may also be inspected at the District Office.

You may also visit us at www.rainbowmwd.com.

Time Certain Agenda items identified as “time certain” indicate the item will not be heard prior to the time indicated.

Board meetings will be recorded as a secretarial aid. If you wish to listen to the recordings, they will be available after the draft minutes of the meeting have been prepared. There is no charge associated with copies of recordings. Recordings will be available until the minutes of such meeting are approved. Copies of public records are available as a service to the public; a charge of \$.10 per page up to 99 pages will be collected and \$.14 per page for 100 pages or more.

If you have special needs because of a disability which makes it difficult for you to participate in the meeting or you require assistance or auxiliary aids to participate in the meeting, please contact the District Secretary, (760) 728-1178, by at least noon on the Friday preceding the meeting. The District will attempt to make arrangements to accommodate your disability.

(*) - Asterisk indicates a report is attached.

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold Closed Session at 11:00 a.m. and Open Session at 1:00 p.m. Tuesday, December 3, 2019, at the District Office located at 3707 Old Highway 395, Fallbrook, CA 92028. At any time during the session, the Board of Directors Meeting may adjourn to Closed Session to consider litigation or to discuss with legal counsel matters within the attorney client privilege.

AGENDA

1. **CALL TO ORDER**
 2. **ROLL CALL: Brazier ___ Hamilton ___ Gasca ___ Mack ___ Rindfleisch ___**
 3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
 4. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
CLOSED SESSION AGENDA ITEMS (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters regarding the Closed Session agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*
 5. **CLOSED SESSION**
 - A. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(2))
* Three Items
 - B. Appointment, Employment; Evaluation of Performance – General Manager (Government Code §54957(B)(1))
 6. **REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**
- Time Certain: 1:00 p.m.
7. **PLEDGE OF ALLEGIANCE**
 8. **REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**
 9. **REPEAT ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
 10. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
ITEMS NOT ON THIS AGENDA (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters not on this agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *No action will be taken on any oral communications item since such item does not appear on this Agenda, unless the Board of Directors makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda (Government Code §54954.2). Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*
 - *11. **APPROVAL OF MINUTES**
 - A. October 22, 2019 - Regular Board Meeting

(*) - Asterisk indicates a report is attached.

***12. BOARD OF DIRECTORS' COMMENTS/REPORTS**

Directors' comments are comments by Directors concerning District business, which may be of interest to the Board. This is placed on the agenda to enable individual Board members to convey information to the Board and to the public. There is to be no discussion or action taken by the Board of Directors unless the item is noticed as part of the meeting agenda.

- A. President's Report (Director Brazier)
- B. Representative Report (Appointed Representative)
 - 1. SDCWA
 - A. Summary of Board Meeting October 24, 2019
 - 2. CSDA
 - 3. LAFCO
 - 4. San Luis Rey Watershed Council
 - 5. Santa Margarita River Watershed Watermaster Steering Committee
 - 6. ACWA
- C. Meeting, Workshop, Committee, Seminar, Etc. Reports by Directors (AB1234)
 - 1. Board Seminar/Conference/Workshop Training Attendance Reports
- D. Directors Comments
- E. Legal Counsel Comments
 - 1. Attorney Report: Amendments to Surplus Land Act (501668-0002)

13. COMMITTEE REPORTS

- A. Budget and Finance Committee
- B. Communications and Customer Service Committee
- C. Engineering and Operations Committee

BOARD ACTION ITEMS

***14. CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE FALLBROOK PUBLIC UTILITY DISTRICT FOR WATER RESOURCE DEVELOPMENT AND EMERGENCY WATER SUPPLY**

(This action item will allow the District to participate in a feasibility study for a new local water supply project and provide access to local water supplies during a catastrophic emergency.)

***15. CONSIDER ADOPTION OF A RESOLUTION OF APPLICATION AUTHORIZING THE GENERAL MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION TO DETACH FROM THE SAN DIEGO COUNTY WATER AUTHORITY AND ANNEX TO EASTERN MUNICIPAL WATER DISTRICT**

(The Resolution of Application under consideration in this agenda item will authorize the General Manager to prepare an application to the San Diego Local Agency Formation Commission (SDLAFCO) for the detachment of the District's service area from SDCWA and annexation into the Eastern Municipal Water District (EMWD).)

***16. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CONCORD ENVIRONMENTAL ENERGY INC, DBA CONCORD UTILITY SERVICES FOR A DISTRICTWIDE METER REPLACEMENT AND WATER SERVICE UPGRADE PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE AGREEMENT ON THE DISTRICT'S BEHALF**

(This Professional Services Agreement will allow the District to continue progress on the Water Service Upgrade Project.)

(*) - Asterisk indicates a report is attached.

- *17. DISCUSSION AND POSSIBLE ACTION TO ADOPT THE RECOMMENDATIONS IN THE MID-YEAR STAFFING ANALYSIS FOR FISCAL YEAR 2019-2020**
(Staff will review staffing challenges and operational constraints that may be resolved with changes to the staffing plan to address customer service issues, improve financial controls, and increase capacity to mitigate risks in the area of information technology.)
- *18. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 19-13 — A RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RANGES FOR DISTRICT EMPLOYEES AND THE GENERAL MANAGER EFFECTIVE DECEMBER 3, 2019 THROUGH JUNE 30, 2020**
(The Board may take action to update the pay grade structure to add new job classifications that will be proposed in the Mid-Year Staffing Analysis.)
- *19. DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 19-14, APPROVING ADDENDUM C TO THE MEMORANDUMS OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEES ASSOCIATION AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**
(The District Representatives of Employees and Management (DREAM) team has reached a proposed agreement to replace Addendum B pertaining to Uniforms in the Memoranda of Understanding between the District and the Rainbow Employees Association and the Rainbow Association of Supervisors and Confidential Employees.)
- *20. DISCUSSION AND POSSIBLE ACTION TO AWARD THREE PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE AS-NEEDED ENVIRONMENTAL SERVICES**
(The activities and operations of the Rainbow Municipal Water District (District) regularly require services that must be performed by an Environmental firm with on-staff biologists, planners, and archeologists. Staff issued a Request for Proposals and found that three firms, Helix, Rincon, and Michael Baker were the most qualified to perform the work. This action would approve professional services agreements with the three pre-qualified firms for \$100,000 each.)
- *21. DISCUSSION AND POSSIBLE ACTION TO AWARD TWO PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**
(The activities and operations of the Rainbow Municipal Water District (District) regularly require services that must be performed by a Construction Management firm with on-staff inspectors. Staff issued a Request for Proposals and found that two firms, Harris & Associates, and Reilly were the most qualified to perform the work. This action would approve professional services agreements with the three pre-qualified firms for \$150,000 each.)
- *22. DISCUSSION AND POSSIBLE ACTION ON AGREEMENT TO ASSUME JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION, JOINT LIEN CONTRACT AND HOLDING AGREEMENT**
(The development known as "Polo Club" previously approved development has changed owners, and the agreements need to be executed by all parties. The County and all other agencies have approved the project, and improvement plans are ready to go. The project has stalled for several years, and the new owners are working on funding construction.)
- *23. CONSIDER ESTABLISHING THE 2020 REGULAR BOARD MEETING SCHEDULE**
(The Board will consider establishing the 2020 Regular Board Meeting schedule per Administrative Code Section 3.01.010.)

(*) - Asterisk indicates a report is attached.

- *24. ACWA NOMINATION AND ELECTION FOR PRESIDENT AND VICE PRESIDENT FOR THE 2020-2021 TERM**
(RMWD received a memorandum from ACWA to serve as Notice of General Session Membership meeting at ACWA 2019 Fall Conference. There will be a General Session Membership Meeting at the 2019 Fall Conference in San Diego on Wednesday, December 4, 2019.)
- *25. SAN DIEGO LAFCO ELECTION TO SPECIAL DISTRICTS ADVISORY COMMITTEE**
(San Diego LAFCO is now issuing ballots to all 58 independent special districts in San Diego County and inviting each district to cast a ballot selecting up to eight eligible nominees. Write-in candidates are permitted.)
- *26. BOARD MEMBER REQUESTS FOR AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS**
- *27. RECEIVE AND FILE INFORMATION AND FINANCIAL ITEMS**
 - A. General Manager Comments**
 - 1. Meetings, Conferences and Seminar Calendar
 - B. Communications**
 - 1. Staff Training Reports
 - C. Operations Comments**
 - 1. Operations Report
 - D. Engineering Comments**
 - 1. Engineering Report
 - 2. As-Needed Services Expenditures Summary
 - E. Human Resource & Safety Comments**
 - 1. Human Resources Report
 - 2. Organizational Chart
 - F. Finance Comments**
 - 1. Monthly Financial Statements
 - 2. Credit Card Breakdown
 - 3. Directors' Expense
 - 4. Check Register
 - 5. Water Sales Summary
 - 6. RMWD Sewer Equivalent Dwelling Units (EDU's) Status
- 28. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING**
- 29. ADJOURNMENT - To Tuesday, January 28, 2020 at 1:00 p.m.**

ATTEST TO POSTING:



 Carl Rindflesich
 Secretary of the Board

11-25-19 @ 10:30 a.m.

 Date and Time of Posting
 Outside Display Cases

(*) - Asterisk indicates a report is attached.

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
OCTOBER 22, 2019**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on October 22, 2019 was called to order by President Brazier at 11:35 a.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. President Brazier presiding.

2. **ROLL CALL**

Present: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch (*arrived at 11:39 a.m.*).

Also Present: General Manager Kennedy, Legal Counsel Smith, Executive Assistant Washburn, District Engineer Strapac, Finance Manager Largent, Human Resources Manager Harp, Administrative Analyst Gray, Superintendent Walker, Project Manager Williams.

Absent: Operations Manager Gutierrez, Associate Engineer Powers, Superintendent Maccarrone, Superintendent Zuniga.

No members of the public were present before Open Session. Two members of the public were present for Open Session.

3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**

Mr. Kennedy pointed out there was a memorandum to the Board announcing the shutdown has been scheduled for October 17th for which the Board may want to consider making an emergency declaration. This item was added as Item #15A.

Motion:

To add Item #15A to the agenda.

Action: Approve, Moved by Director Hamilton, Seconded by Director Gasca.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

4. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC
OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING
CLOSED SESSION AGENDA ITEMS (Government Code § 54954.2).**

There were no comments.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

The meeting adjourned to Closed Session at 11:38 a.m.

5. CLOSED SESSION

- A. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(2))
* One Item
- B. Appointment, Employment; Evaluation of Performance – General Manager (Government Code §54957(B)(1))

6. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

This item was addressed under Item #8.

The meeting reconvened at 1:06 p.m.

Time Certain: 1:00 p.m.

7. PLEDGE OF ALLEGIANCE

8. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Legal Counsel reported both Items #5A and #5B were discussed in Closed Session and there was no reportable action.

9. REPEAT ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)

President Brazier noted the addition of Item #15A per Item #3 herein.

10. ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING ITEMS NOT ON THIS AGENDA (Government Code § 54954.2).

There were no comments.

11. EMPLOYEE RECOGNITIONS

A. Steve Coffey (15 Years)

Mr. Kennedy mentioned Steve Coffey started at the District as the janitor and was now the Lead Systems Operator. He presented Mr. Coffey with a plaque and check in recognition of his tenure.

B. Chris Heincy (20 Years)

Mr. Kennedy pointed out Chris Heincy started in the Meters Department and how after working in most of the operational departments, he became a systems operator where he has continued to work for the past twelve years. He presented Mr. Heincy with a tenure and check in recognition of his tenure.

(*) - Asterisk indicates a report is attached.

***12. APPROVAL OF MINUTES**

A. September 24, 2019 - Regular Board Meeting

Motion:

Approve the minutes.

Action: Approve, Moved by Director Gasca, Seconded by Director Mack.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

13. BOARD OF DIRECTORS' COMMENTS/REPORTS

Directors' comments are comments by Directors concerning District business, which may be of interest to the Board. This is placed on the agenda to enable individual Board members to convey information to the Board and to the public. There is to be no discussion or action taken by the Board of Directors unless the item is noticed as part of the meeting agenda.

A. President's Report (Director Brazier)

There was no report given.

B. Representative Report (Appointed Representative)

1. SDCWA

A. Board Meeting Summary – September 26, 2019

Mr. Kennedy referenced the summary provided in the agenda packet and noted SDCWA would meet again on October 24, 2019.

2. CSDA

Directors Mack, Rindfleisch, and Gasca reported on multiple topics covered during the 2019 CSDA Annual Conference.

President Brazier recommended RMWD host a workshop on some of the topics discussed at the annual conference for its Board of Directors.

3. LAFCO

Mr. Kennedy reported he and Director Hamilton were present at their October 7, 2019 meeting at which time San Diego LAFCO approved the Memorandum of Understanding (MOU) with Riverside LAFCO. He noted the MOU will be presented to the Riverside LAFCO at their next meeting. He pointed out the City of Escondido was potentially proposing to dissolve Rincon del Diablo Municipal Water district in a nonconsensual way.

4. San Luis Rey Watershed Council

There was no report given.

(*) - Asterisk indicates a report is attached.

5. Santa Margarita River Watershed Watermaster Steering Committee

Director Hamilton shared the written report he provided as a handout. He noted FPUD will be the Chair and Rancho California Water District will be the Vice Chair in the new year. He mentioned the next meeting will be January 14, 2020.

6. ACWA

Director Mack mentioned the ACWA Fall Conference will be held December 3-5, 2019 in San Diego.

C. Meeting, Workshop, Committee, Seminar, Etc. Reports by Directors (AB1234)

1. Board Seminar/Conference/Workshop Training Attendance Reports

Director Rindfleisch reported on the Council of Water Utilities meeting held in October 2019.

Director Rindfleisch said he attended a class regarding AB13 which would prohibit impact fees on accessory dwelling units smaller than 750 square feet and significantly limit impact fees that can be charged for larger accessory dwelling units. He stated CSDA mentioned on several occasions and published that it is opposed to this bill due to its disproportionately negative impact on special districts. He asked if the District had any thoughts on this matter. Mr. Kennedy said there are not a large number of accessory dwelling units that would cause a fiscal impact on the District.

D. Directors Comments

Director Rindfleisch noted he needed to excuse himself early from this meeting.

Director Mack explained he has had conversations with a customer regarding understanding their water bills. He suggested a letter be included with the next billing statement explaining the fees listed on the bills. Discussion ensued.

E. Legal Counsel Comments

1. Attorney Report: CEQA Update (501668-0002)

Legal Counsel summarized the information contained in the written report provided in the agenda packet. He invited those attending the ACWA Fall Conference to attend a dinner being hosted by Nossaman on December 3, 2019.

14. COMMITTEE REPORTS

A. Budget and Finance Committee

Ms. Largent reported the committee had a working session on the rate model study which will be brought to the Board for consideration on December 3, 2019. She noted the committee also reviewed the preliminary year end financials (pre audit) and how RMWD had a \$4.5 Million loss, but this loss included numerous non-chase items such as depreciation at \$3.6 Million and GASB 68 and 74 expenses just under \$1 Million. She pointed out the good news was RMWD increased its cash position by over \$1 Million and were able to transfer the planned \$1.6 Million from Operating to Water Capital. She concluded with noting she gave the committee a software status update.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

President Brazier stated quite often she will be at a committee meeting at which time the committee votes to make a recommendation to the Board; however, the Board seldom ever hears of those recommendations. She said in as much as the Board supports the committee system, they would like to know when the committee makes recommendations to the Board. She requested any committee recommendations be included in the committee reports shared at the Board meeting.

B. Communications and Customer Service Committee

Director Hamilton reported the committee discussed coordination of information to customers which was deferred to November as well as reviewed the committee Mission Statement. He complimented the WSUP extended newsletter recently finalized. He noted at the committee will be working on the strategic plan objectives. Mr. Kennedy added he will be providing some information to the Board prior to their December meeting about some organizational restructuring to ensure the District was centralizing customer service with public communications.

Director Rindfleisch excused himself from the meeting at 1:47 p.m.

C. Engineering and Operations Committee

Mr. Nelson reported the committee spent the bulk of its time reviewing the Fiscal Year 2019-2020 and 2020-2021 Capital Improvement Program after which feedback was provided to staff. He added the committee has requested the Board reappoint all of the committee members up for reappointment later in this meeting. He noted the committee will continue to review the committee policy review process initiated by President Brazier.

BOARD ACTION ITEMS

***15. DISCUSSION AND POSSIBLE ACTION TO AWARD THREE PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE AS-NEEDED GEOTECHNICAL SERVICES**

Mr. Strapac explained the engineering department has an urgent need for geotechnical services on some upcoming projects and how by having an as-needed services available was important for progression. He pointed out a Request for Proposal was generated to which eight responses were received. He noted the three as-needed consultants being recommended to the Board for consideration.

Director Mack inquired as to how staff arrived at the \$100,000. Mr. Strapac explained staff took into consideration the amount of work to be completed on some of the projects and determined this figure would cover those costs. Mr. Kennedy added the cost is not to exceed \$100,00 and how the cost breakdowns will be reflected in the as-needed expenditure summary provided in the Board agenda packets.

Director Gasca asked for the average cost per project. Mr. Strapac explained the costs vary based on the size of the project.

Director Hamilton questioned if this was not dissimilar to one of the other standing contracts the Board approved a few months prior. Mr. Strapac confirmed this to be true. Director Hamilton clarified the Board was being asked to approve \$300,000 with the expectation of paying \$100,000. Mr. Kennedy verified the cost will be not to exceed \$100,000 and how it will all be filtered through the Capital Improvement Program as part of the execution of pipelines.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

President Brazier requested a report on how much money is set aside by past Board votes for as-needed services. Mr. Kennedy offered to get this information to the Board.

Motion:

Authorize staff to award three Professional Services Agreements up to the amount of \$100,000 each to Ninyo & Moore, SCST, LLC, and Leighton Consulting.

Action: Approve, Moved by Director Gasca, Seconded by Director Hamilton.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

15A. SDCWA EMERGENCY SHUTDOWN

(This item was added per Item #4.)

Mr. Kennedy referenced the memorandum provided as a handout outlining when the second phase of the SDCWA Emergency Shutdown would take place. He noted RMWD received final notification from SDCWA on October 17, 2019 that the shutdown has been scheduled for November 4, 2019 as opposed to being made a part of the SDCWA scheduled shutdown later in the year. He asked for clarification from Legal Counsel as to RMWD should address this matter since the costs involved were not budgeted. Discussion ensued.

Director Hamilton inquired as to whether RMWD carries emergency shutdown insurance. Ms. Harp said she does not believe this would be covered by the District's current policy; however, she would confirm whether this type of insurance was available per the Board's request.

Motion:

To declare an emergency and authorize an expenditure of \$106,000 or whatever is needed to complete the job for the SDCWA shutdown commencing November 4, 2019.

Action: Approve, Moved by Director Hamilton, Seconded by Director Gasca.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

***16. DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 19-13 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTER 2.09 – COMMITTEES**

Mr. Kennedy pointed out the proposed revision was provided by the Communications and Customer Service Committee as part of the recent policy review.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

Motion:

Approve Option 1- Approve Ordinance No. 19-13.

Action: Approve, Moved by Director Hamilton, Seconded by Director Mack.

Vote: Motion carried by unanimous roll call vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

17. CONSIDER COMMITTEE MEMBER REAPPOINTMENTS

Mr. Kennedy referenced the list of members up for reappointment provided in the action letter as well as the options available to the Board. He reported Harry Stille has formally indicated he will not be seeking reappointment and his term will end. He noted some of the members have been out of compliance for quite a while; therefore, the Board may want to wait to consider reappointment until after the completion of the committee policy review. Discussion ensued.

Motion:

Option 4 - Consider reappointments after the current review of Administrative Chapter 2.09 is complete.

Action: Approve, Moved by Director Hamilton, Seconded by Director Gasca.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

18. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT; EMPLOYMENT; EVALUATION OF PERFORMANCE; OR COMPENSATION OF THE GENERAL MANAGER

Director Hamilton explained there was an error in the compensation plan based on a misinterpretation of the Cost of Living Adjustment; therefore, the Board was essentially amending the compensation plan.

Motion:

To approve Option 1 as modified by Director Hamilton - an increase to the General Manager's compensation by 2.8% Cost of Living Adjustment to the annual salary in accordance with the existing contract between Rainbow Municipal Water District and Tom Kennedy retroactive to August 28, 2019 to bring the General Manager's annual salary to \$243,533.20 with a one-time lump sum discretionary bonus of zero and merit increase of zero.

Action: Approve, Moved by Director Hamilton, Seconded by Director Mack.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

(*) - Asterisk indicates a report is attached.

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

19. BOARD MEMBER REQUESTS FOR AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS

Director Mack stated he was an applicant to serve on the CSDA Legislative Committee and how he was invited to attend a committee meeting on October 24, 2019 in Sacramento. He sought Board approval to attend.

Director Gasca pointed out he submitted a request to attend the 2019 ACWA Fall Conference.

President Brazier mentioned she received a number of communications from Division 1 constituents who are notable loquacious about everything and how although they approve of RMWD sending individuals to conferences, they want to keep costs down as much as possible so the District can send as many individuals as possible. She noted she has been asked to find out what other districts have in place in terms of limitations related to conferences. She said she will conduct a survey and bring those findings back to the Board to determine whether there should be any modifications to RMWD’s current policies.

Motion:

To approve both requests.

Action: Approve, Moved by Director Hamilton, Seconded by Director Brazier.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

BOARD INFORMATION ITEMS

20. MEMORANDUM OF UNDERSTANDING AMONG RMWD, FPUD, AND EASTERN MUNICIPAL WATER DISTRICT UPDATE

Mr. Kennedy reported San Diego County LAFCO has approved the Memorandum of Understanding with Eastern Municipal Water District to delegate all authorities to San Diego LAFCO and how the parties were waiting for the outcome from Riverside County LAFCO in this regard. He noted the ad-hoc committee will be meeting in the next week or so to review various items as well as work with Legal Counsel to prepare the applications to be approved by Resolution by the RMWD Board of Directors on December 3, 2019.

Director Gasca suggested the process be structured in such RMWD and FPUD would be submitting applications independently. Mr. Kennedy mentioned the legal team will be meeting with him and Mr. Bebee on October 25, 2019 to finalize the details.

(*) - Asterisk indicates a report is attached.

21. AUDIT UPDATE

Mr. Largent reported draft letters from the auditors have not yet been received; however, the audit results and audited financial statements at the December 3, 2019 Board meeting. She said she was confident the audit did go well; however, there was some recommendations for separation of duties which could be easily remedied with adequate staff in finance to focus on monthly reconciliations throughout the year. Mr. Kennedy mentioned he would be bringing something to the Board in terms of restructuring the organization to ensure the District's financial controls are better, communications in customer service is better, as well as some enhancement in the information systems support.

Director Mack inquired as to when the audit will be finalized. Ms. Largent stated before the next Board meeting. It was noted confirmed once the audit was finalized, RMWD could reapply for the District of Distinction Certification from CSDA.

22. WATER SERVICE UPGRADE PROGRAM UPDATE

Mr. Kennedy recalled he sent an email to the Board notifying them this item was not quite ready for the agenda packet. He mentioned since the contract matter has been concluded by mutual agreement by all parties, RMWD was ready to return to the Board with concrete plans as to how to proceed forward. He reviewed the steps taken with starting this program.

Motion:

Item #22 be changed to an action item.

Action: Approve, Moved by Director Gasca, Seconded by Director Hamilton.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

Director Mack inquired as to whether the \$90,000 was the upper end of the costs. Mr. Kennedy explained it was neither the upper nor lower end of the costs. Discussion ensued.

President Brazier clarified staff was seeking approval for a Ditch Witch as well as a truck. He mentioned the costs associated with renting were not beneficial to the District.

Motion:

To approve the expenditures of \$152,161.00 for the acquisition of the truck and vacuum.

Action: Approve, Moved by Director Hamilton.

Discussion ensued regarding possibly revising the motion to approve the expenditures listed within the budgeted amount.

Director Hamilton withdrew his original motion.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

Motion:

To approve the expenditures for the Water Service Upgrade Project up to the amount of \$3.85 Million as outlined in the attachment labeled Exhibit A in recognition of the modification in the project approach and methodology.

Action: Approve, Moved by Director Hamilton, Seconded by Director Mack.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

Discussion ensued.

23. CLOUDSUITE AND UTILITY BILLING SOFTWARE UPDATE

Ms. Largent reported the utility billing and finance software implementation phase of this project is complete and staff has now moved into the development phase.

***24. RECEIVE AND FILE INFORMATION AND FINANCIAL ITEMS**

A. General Manager Comments

1. Meetings, Conferences and Seminar Calendar

B. Operations Comments

1. Operations Report

C. Engineering Comments

1. Engineering Report
2. As-Needed Services Expenditures Summary

D. Human Resource & Safety Comments

1. Human Resources Report

E. Finance Comments

1. Monthly Financial Statements
2. Credit Card Breakdown
3. Directors' Expense
4. Check Register
5. Water Sales Summary
6. RMWD Sewer Equivalent Dwelling Units (EDU's) Status

Motion:

To receive and file information and financial items.

Action: Approve, Moved by Director Mack, Seconded by Director Hamilton.

Vote: Motion carried by unanimous vote (summary: Ayes = 4).

Ayes: Director Brazier, Director Gasca, Director Hamilton, Director Mack.

Absent: Director Rindfleisch.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

25. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING

It was noted the MOU with FPUD and RMWD, resolution of application for LAFCO, Concord Utility, rate model presentation, audited financial statements, mid-year staffing analysis, Rice Canyon Tank pipeline, scheduling Strategic Plan and Lessons Learned workshop, Bonsall Reservoir update, committee policy review, committee member reappointments, and procurement policy revisions.

26. ADJOURNMENT - To Tuesday, December 3, 2019 at 1:00 p.m.

The meeting was adjourned by President Brazier to a regular meeting on December 3, 2019 at 1:00 p.m.

The meeting was adjourned at 3:06 p.m.

Helene Brazier, Board President

Dawn M. Washburn, Board Secretary

(*) - Asterisk indicates a report is attached.

SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING October 24, 2019

- 9-1. Claude "Bud" Lewis Carlsbad Desalination Plant Proposed Change in Ownership.
The Board authorized the General Manager to provide written consent for the proposed sale and change in ownership of the Carlsbad Desalination Plant from Orion Water Partners LLC to Aberdeen Standard Investments.
- 9-2. Claude "Bud" Lewis Carlsbad Desalination Plant Water Purchase Agreement Contract Administration Memorandum Regarding Second Phase of Intake and Discharge System Modifications.
The Board authorized the General Manager to execute a Water Purchase Agreement Contract Administration Memorandum (CAM) between the Water Authority and Poseidon Resources (Channelside) LP for the Second Phase of Intake and Discharge System Modifications at the Lewis Carlsbad Desalination Plant.
- 9-3. Local Resources Program agreement for the Oceanside Pure Water and Recycled Water Expansion Phase I Project.
The Board authorized the General Manager to execute a Local Resources Program agreement with the Metropolitan Water District of Southern California and the City of Oceanside for their Pure Water and Recycled Water Expansion Phase 1 Project.
- 9-4. Local Resources Program agreement for the Pure Water San Diego Program - North City Project Phase I.
The Board authorized the General Manager to execute a Local Resources Program agreement with the Metropolitan Water District of Southern California and City of San Diego for their Pure Water San Diego Program – North City Project Phase I.
- 9-5. Cyclic Storage Agreement with the Metropolitan Water District of Southern California.
The Board authorized the General Manager to enter into an agreement with the Metropolitan Water District of Southern California (MWD) for a cyclic storage account.
- 9-6. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.
- 9-7. Establish 2020 Board meeting dates.
The Board combined the November and December Board meeting dates to November 19, 2020 and approved the 2020 Board meeting dates calendar.
- 9-8. Approve professional services contract with Chandler Asset Management to provide External Investment Management Services to Manage the Water Authority's Short Term and Long Term Investment Portfolios.
The Board authorized the General Manager to award a professional services contract to Chandler Asset Management to provide external investment management services for a non-discretionary portfolio, including both short and long-term investments.



- 9-9. Adopt positions on various federal bills.
The Board adopted a position of Support on H.R. 2570 (Rouda), relating to perfluoroalkyl and polyfluoroalkyl substances.
- 9-10. Contract with Abhe & Svoboda, Inc. for the Rejection Tower Delaminated Coating Removal project.
The Board authorized the General Manager to award a construction contract to Abhe & Svoboda, Inc. in the amount of \$287,710 for the Rejection Tower Delaminated Coating Removal project.
- 9-11. Professional services contract with City of San Diego for Water Quality Testing and Analysis services.
The Board authorized the General Manager to execute Amendment 1 to the professional services contract with the City of San Diego for a period of five years, in the amount of \$315,000, increasing the authorized cumulative contract time from five years to ten years, and the cumulative amount from \$250,000 to \$565,000.
- 9-12. Professional services contract for AWIA compliance.
The Board authorized the General Manager to award a professional services contract with Jacobs Engineering Group, Inc. for an AWIA Compliance Crosswalk, Risk and Resilience Assessment, and Emergency Response Plan Update for an amount not to exceed \$250,000.
- 9-13. Change Order to Fibrwrap Construction Services, Inc. and continuation of emergency declaration for the repair of Pipeline 4 in Moosa Canyon.
The Board ratified Change Order 1 to Fibrwrap Construction Services, Inc. in the amount of \$140,409 for the carbon fiber repair of Pipeline 4 in Moosa Canyon; and authorized the continuation of the emergency declaration for the repair of Pipeline 4 in Moosa Canyon.



TO: Rainbow Municipal Water District
FROM: Alfred Smith
DATE: December 3, 2019
RE: Attorney Report: Amendments To Surplus Land Act
501668-0002

I. INTRODUCTION.

This attorney report provides an update on recent amendments to the Surplus Land Act and several related bills. On October 9, 2019, Governor Gavin Newsom signed Assembly Bill 1486, which expands the procedures local agencies must follow before selling or otherwise disposing of surplus land. The legislation will impact existing practices, add new reporting requirements, and subject local agencies to penalties for noncompliance. The stated purpose of the legislation is to address California's shortage of affordable housing. AB 1486 takes effect January 1, 2020, with newly enacted penalty provisions going into effect January 1, 2021.

II. BACKGROUND.

Governor Gavin Newsom announced during his campaign that, with California's housing shortage "reaching crisis levels," he intended to deliver "ambitious housing goals" by making state and local surplus properties more available for affordable housing. As part of this effort, the Legislature recently approved several new laws intended to collect and make information available regarding surplus state and local land suitable for affordable residential development. These new laws (1) impose additional requirements to create databases of surplus properties; (2) direct the Department of Housing and Community Development ("HCD") to release interactive maps identifying approximately 100 state-owned sites for potential affordable housing developments; and (3) revamp the Surplus Lands Act procedures to ensure that affordable housing entities have early opportunities to purchase available land.

For example, AB 1255 creates new surplus public land inventory requirements. Under AB 1255, agencies are now required to make a central inventory of all surplus land and to report such information to HCD by April 1 of each year, beginning April 1, 2021. Agencies are further required to provide a list of its surplus land to requesting parties without charge. HCD must then report the information to the Department of General Services for inclusion in a digitized inventory of surplus properties.

With respect to the Surplus Land Act specifically, AB 1486 (codified as Government Code sections 54220 *et seq.*), significantly expands the procedures for public agencies seeking to dispose of surplus land holdings, as noted more specifically below.

III. DISCUSSION.

A. AB 1486: Summary of Surplus Land Act Amendments.

Existing law requires local agencies, when disposing of surplus land, to first offer the land for sale or lease for the purpose of developing affordable housing. AB 1486 expands existing law in a number of ways. First, AB 1486 adds specificity to the types of agencies subject to the Surplus Land Act, by adding water, sewer, utility, park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions to the list of agencies that are mandated to follow additional requirements before disposing of surplus land.

Additional requirements set forth in AB 1486 include:

- Requiring local agencies to take formal action in a regular public meeting to declare land surplus. The agency's declaration must be supported by written findings.
- Prohibiting the negotiations between a disposing agency and interested entities from including deal terms that would reduce or disallow residential use of the site.
- Requiring a disposing agency to send a notice of availability to housing sponsors that have notified HCD of their interest. HCD is also required to maintain a listing of all notices of availability throughout the State on its website.
- Requiring a disposing agency, prior to agreeing to the terms for the disposition of surplus land, to provide specified information about its disposition process to HCD. HCD then has 30 days to review the information and submit written findings to the disposing agency if HCD determines the proposed land disposal will violate requirements of this new law. Violations would be subject to monetary penalties or enforcement action.
- Adding a requirement that the planning agency of a city or county include a listing of specified sites owned by the city or county that have been sold, leased or otherwise disposed of in the prior year. The list must include the entity to whom each site was transferred and the intended use for the site.

B. Procedures for Agencies to Follow.

1. Declaration of Surplus Land.

Before a local agency can take any action to dispose of surplus land, the governing body of a local agency ("Disposing Agency") must first take formal action at a

regular board meeting, supported by written findings, which declares the land is either “surplus land” subject to the Surplus Land Act procedures, or “exempt surplus land” which is exempt from such procedures. “Surplus land” is land owned by a Disposing Agency for which the governing body takes formal action declaring that the land is surplus and is not necessary for the agency’s use. The types of land which are considered “exempt surplus land” are set forth in Government Code Section 54221(f). Exempt lands include: (1) lands within the coastal zone; (2) lands within 1,000 yards of a historical unit of the State Parks System; (3) lands within 1,000 yards of any property that has been listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; and (4) certain lands within the Lake Tahoe region.

AB 1486 also enacted a definition for “agency’s use,” in order to identify when an agency’s land is not being used for an allowed agency use, thereby requiring the surplus property procedures to be followed prior to disposing of that land. The legislation includes an expanded definition of “agency’s use” for special districts (not applicable to transit districts) to permit the disposal of land for a wide range of agency uses, without the need for surplus property procedures -- if the agency’s board first declares that the “agency’s use” of the land either directly furthers the express purpose of agency work or operations or is expressly authorized by a statute governing the agency.

2. Notice of Availability.

After formal action by the governing board, the Disposing Agency must send a “Notice of Availability” of surplus land to the entities listed below *within whose jurisdiction the surplus land is located*:

(a) Entities with authority over low and moderate income housing including: (i) local public entities authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income; and (ii) housing sponsors qualified to either own, construct, acquire, or rehabilitate a housing development for the purpose of housing that have notified the CDH of their interest in surplus land for the purpose of developing low and moderate income housing.

(b) Entities with authority over open-space including: (i) park or recreation departments of the county and cities; (ii) any regional park authority; and (iii) the State Resources Agency.

(c) School districts which may wish to construct facilities or acquire open space.

(d) Entities with authority over Infill Opportunity Zones or Transit Villages.

Notices of Availability must be sent by electronic mail, or by certified mail, and must include the location and a description of the property. CDH will maintain a listing of

all Notices of Availability throughout the state on its website. This “Notice of Availability” replaces the requirement in the old law which only referred to a “written offer.”

3. 60 Days to Respond to a Notice of Availability.

Any entity or association (“Interested Party”) desiring to purchase or lease the surplus land for any of the above-mentioned purposes must notify the Disposing Agency in writing of its interest in purchasing or leasing the land within 60 days after the Notice Of Availability is sent via certified mail or provided via electronic mail.

4. 90 Days for Good Faith Negotiations.

The Disposing Agency and the Interested Party must then enter into good faith negotiations to determine a mutually satisfactory sales price and terms or lease terms. If the price or terms cannot be agreed upon after a good faith negotiation period of not less than 90 days, the land may be disposed of without further regard to surplus land procedures, with the exception of reporting to CDH as described below. This is the same time period as under the old law. However, the new law sets forth details about the negotiation period and what efforts must be made for the negotiations to be deemed to have taken place in “good faith.”

For example, negotiations will not be considered at an impasse simply because there would need to be zoning changes to allow for low and moderate income housing, or because design standards would inhibit such housing. Terms agreed to pursuant to the negotiations shall not do any of the following: (i) disallow residential use; (ii) reduce the allowable number of residential units or the maximum lot coverage; or (iii) require design standards that would have a substantial adverse effect on the viability or affordability of low and moderate income housing.

5. Report to California Department of Housing and Community Development.

After the Disposing Agency has sent Notices of Availability and concluded attempts to negotiate in good faith with any Interested Party, prior to agreeing to terms for the sale of surplus land, the Disposing Agency must provide a report to CDH with the following information:

- (a) A copy of the Notice of Availability which was distributed;
- (b) A description of the negotiations conducted with any Interested Party; and
- (c) A copy of any restrictions to be recorded against the land regarding any residential units.

C. Penalties.

CDH has 30 days from the date the above-mentioned report is received to notify the Disposing Agency if the agency has violated the Surplus Land Act provisions. A violation of the Surplus Land Act can be raised by CDH or by any of the following: (a) an entity qualified to make offers (housing, parks, school district); (b) a person who would have been eligible to apply for affordable housing that would have been built on the surplus land; (c) certain housing organizations; or (d) any “beneficially interested person or entity.”

The Disposing Agency will have 60 days to correct the violation or to submit findings as to why the agency does not think it violated the law. A Disposing Agency that disposes of land in violation of this law will be liable for a penalty of 30% of the final sale price of the land for a first violation and 50% for any subsequent violation. However, if the Disposing Agency is not notified of a violation by CDH within 30 days, the Disposing Agency receives “safe harbor” and is not subject to the penalty provisions. CDH may also notify the Attorney General. The penalty amount will be deposited into a local housing trust fund, the Building Homes and Jobs Trust Fund or the Housing Rehabilitation Loan Fund.

These new penalty provisions take effect on January 1, 2021.

IV. CONCLUSION.

The Surplus Land Act amendments set forth in Assembly Bill 1486 significantly increase the process requirements for local agencies selling or otherwise disposing of surplus properties. Given the broad scope of this legislation and new penalty provisions, it is essential for local agencies to carefully review these new amendments to ensure compliance before disposing of surplus land.

AES/AES

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE FALLBROOK PUBLIC UTILITY DISTRICT FOR WATER RESOURCE DEVELOPMENT AND EMERGENCY WATER SUPPLY

BACKGROUND

Since its inception in 1953, the District has been 100% reliant on imported water supplies from the Metropolitan Water District (MWD) and the San Diego County Water Authority (SDCWA). For many years, the District has sought to develop a reliable local supply of water to reduce our dependence on imported water. Over the last five years the District has evaluated groundwater resources, recycled water programs, and even indirect potable reuse. To date, none have proved to be feasible due to technical, legal, or financial matters.

In a process that took many decades to complete, the Fallbrook Public Utility District (FPUD) working in cooperation with the United States Marine Corps Base Camp Pendleton (CPEN), is now nearing the completion of the facilities required to access a local water supply from the Santa Margarita River. Known as the Santa Margarita Conjunctive Use Project (SMCUP), this local supply uses facilities within FPUD and CPEN to safely and sustainably provide water for both agencies.

DESCRIPTION

This MOU (attached as Exhibit A) has two primary components, participation in a groundwater augmentation project feasibility study and an agreement to provide access for the District to receive deliveries of water from FPUD's SMRCUP during catastrophic emergency conditions.

Groundwater Augmentation Project Feasibility Study

As part of the process of developing the SMCUP, CPEN and FPUD have constructed facilities that can convey water from the groundwater basins located within CPEN up to the FPUD service area. As those facilities near completion, both CPEN and FPUD now feel it may be feasible to harness those new facilities to provide even more local water through a Groundwater Augmentation Project. In this scenario, highly treated reclaimed water from both FPUD and CPEN could be added into the local groundwater basin within CPEN and then extracted for treatment to drinking water standards. The technical and regulatory processes for this reclamation are now well established with projects advancing in several areas of the County.

The potential yield of this project is expected to produce a significant amount of supply – potentially more than FPUD and CPEN can reliably take advantage of themselves. The General Manager of FPUD inquired as to whether the District would like to join in the project feasibility study and as a result gain access to this potential new reliable local supply. Currently FPUD and CPEN together discharge about 2.6 Million Gallons per Day (MGD) into the ocean through the jointly owner Oceanside Outfall. RMWD

discharges a bit over 1 MGD through that same outfall but in its current state this project does not include that supply as it is expected the cost to convey the wastewater to CPEN for processing may be prohibitive.

The 2.6 MGD could provide a supply of about 3000 AF per year for the participating agencies. There is no specific allocation of these flows between the agencies set at this time as those discussions are premature prior to evaluating the feasibility of the project. As a starting point, as part of this MOU, the District will agree to fund the project on a pro-rata share basis at a participation level of 15% of the cost of the feasibility study. This participation does not guarantee any specific quantity of eventual project water; absent participation at this time there would be no way to get access to any of the project water should it come to fruition.

The total cost of the feasibility study is \$1.4 Million. Working with CPEN, FPUD has secured a Proposition 1 matching grant that covers 50% of this cost. The 15% share for the District to participate is 15% of \$700,000 or \$105,000. FPUD has already released a Request for Proposals (attached as Exhibit B) for the project.

Emergency Water Supply

The dependence of the District on imported water was highlighted several times in recent months. For the third time in the last eight years, the main SDCWA treated water aqueduct failed within our service area where it crosses Moosa Creek. This caused SDCWA to perform an emergency aqueduct shutdown, cutting off access to water supplies to the District right at our peak demand period in the summer. Thankfully, the District has enough in-system storage to manage this loss of supply without incident. However, this now oft-repeated situation highlights the benefit of identifying a way to supplement in-system storage with a reliable local supply during infrequent outages.

It should be noted our in-system storage is robust – with the Morro Reservoir as the backbone, our combined system storage has the capacity to handle emergency demands for several weeks if needed.

In addition, as part of the proposed detachment from SDCWA into the Eastern Municipal Water District, the District would lose access to SDCWA's water supplies stored in the Olivenhain and San Vicente Reservoirs located south of the District. Should a catastrophic earthquake along the Elsinore fault damage the MWD lines in the ten miles between the District and the Lake Skinner treatment plant, there is a very small possibility we could lose access to that supply. MWD's emergency planning documents indicate that such an outage could last up to two weeks. While we have weathered, in recent months, similar outages due to SDCWA pipeline leaks, should this occur, these supplies would allow us to supplement our in-system storage with local supplies from the FPUD/CPEN supply.

It should be noted if such a large earthquake were to occur, our entire region would also be affected, and emergency water restrictions would be put into place. In these scenarios we would have a temporary ban on outdoor irrigation to preserve water for health and safety uses only. Demands in this condition would mimic our wintertime low demands which can be as low as 10 acre feet per day. With several hundred acre feet of water in our in-system storage, our locally stored water would easily supply the demands during the emergency condition which is expected to last two weeks. It should also be noted there is no guarantee SDCWA's pipelines would remain intact even if we were not to detach, so access to this local supply in limited quantities is beneficial in all scenarios.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area One: Water Resources - this MOU will allow us to participate in a new local supply of water for our customers and secure access to limited supplies of water in a catastrophic emergency.

BOARD OPTIONS/FISCAL IMPACTS

As noted above, the cost to participate in the Groundwater Augmentation Project Feasibility Study is \$105,000. These funds are available in our Water Capital Reserve Fund. The cost of the emergency water supplies will be equal to the applicable wholesale water rate in place at the time of the emergency. There are no costs until or unless these supplies are actually delivered.

The Board has several options:

1. Approve the MOU for Water Resource Development and Emergency Water Supply with the Fallbrook Public Utility District and appropriate \$105,000 from the Water Capital Reserve Fund for the feasibility study.
2. Request modifications to the MOU for presentation to the Board at a future Board Meeting.
3. Reject the MOU entirely.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

STAFF RECOMMENDATION

Staff Recommends Option 1.



Tom Kennedy, General Manager

December 3, 2019

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
for Water Resource Development and Emergency Water Supply

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, “MOU” or “Agreement”) is entered into this _____ day of _____, 2019 by and between Fallbrook Public Utility District (“FPUD”) and Rainbow Municipal Water District (“RMWD”). For purposes of this Agreement, FPUD and RMWD may be referred to collectively by the capitalized term “Parties”. The capitalized term “Party” may refer to either FPUD or RMWD interchangeably.

RECITALS

WHEREAS, in cooperation with the United States Marine Base Camp Pendleton (CPEN), FPUD has developed a local supply of water through its Santa Margarita Conjunctive Use Project; and

WHEREAS, FPUD and the CPEN are beginning the process of evaluating the feasibility of the development of a groundwater augmentation project (“Groundwater Augmentation Project”) that could provide significant additional local supplies, and

WHEREAS, the amount of supply that is developed in the Groundwater Augmentation Project may exceed the demands of both FPUD and CPEN; and

WHEREAS, RMWD shares boundaries with both FPUD and CPEN and has several existing interconnections between the FPUD and RMWD distribution systems; and

WHEREAS, while RMWD has adequate storage in its system to service its customers in the event of pipeline failures on aqueducts operated by either the San Diego County Water Authority (SDCWA) or the Metropolitan Water District of Southern California (MWD), RMWD is interested in securing an additional emergency water supply resource; and

WHEREAS, the geography and density of RMWD does not lend itself to the development of a Groundwater Augmentation Project using its own wastewater resources and is interested in exploring the feasibility of participating in the development of, and use of product water from, the proposed FPUD/CPEN Groundwater Augmentation Project; and

WHEREAS, the Parties recognize the need to cooperatively pursue alternative supplemental water supplies for the benefit of the public and the long-term sustainability of the agricultural customers in our region; and

WHEREAS, the Parties agree to continue to cooperatively work to identify and develop potential future local supplies in the Santa Margarita and San Luis Rey River watersheds; and

NOW, THEREFORE, in consideration of the preceding Recitals and the mutual covenants contained herein, and subject to the subsequent execution of additional agreements by all Parties hereto, the Parties hereby set forth their respective mutual understanding as to the terms and conditions for the delivery of emergency water supplies from FPUD to RMWD and the participation of RMWD in the feasibility study for the potential FPUD/CPEN Groundwater Augmentation Project.

Section 1. Emergency Supply from FPUD to RMWD

- A. In the event of a pipeline failure on either the SDCWA or MWD aqueduct systems that causes loss of imported water supply to any or all of RMWD's or FPUD's aqueduct connections, FPUD and RMWD agree to work together to provide emergency supplies to customers.
- B. RMWD and FPUD have many common boundaries and interconnections and both have substantial storage within their systems and will coordinate to support emergency supply for both agencies needs through available storage.
- C. FPUD and RMWD will work together to identify opportunities to rehabilitate and maintain existing interconnects and establish new interconnects where appropriate, the costs of which will be shared as agreed to by the Parties.
- D. FPUD also has access to emergency supplies through the Santa Margarita Conjunctive Use Project (SMRCUP). FPUD will coordinate with CPEN to identify and/or make available sufficient supplies to support RMWD in an emergency to the extent water is available over FPUD emergency supply needs.
 - 1. The Parties agree and acknowledge that as a precondition to providing any FPUD water supplies to RMWD, FPUD's General Manager determines, in his or her sole reasonable discretion, that FPUD has a surplus of available water pursuant to Public Utilities Code Section 16473 and any other laws or binding obligations applicable to FPUD.
- E. Each party will reimburse the other party for any water supplied during an emergency at the wholesale cost of the wholesale imported water provider that serves FPUD or RMWD at the time of the emergency.

Section 2. FPUD/USMCCP Groundwater Augmentation Project

- A. RMWD will participate in the Feasibility Study for the FPUD/CPEN Groundwater Augmentation Project as follows:
 - 1. RMWD will assist in the development of technical data related to its customer demands to identify the potential amount of water it could use from the Project.

2. RMWD will pay for a pro-rata share of the costs for the Feasibility Study based on its intent to determine the feasibility of securing a long term supply from the Project.
 3. FPUD has been awarded a Proposition 1 Grant to offset a portion of the costs of the Groundwater Augmentation Project Feasibility Study. FPUD will charge RMWD the pro-rata share of Feasibility Study costs after the grant funds are deducted from the total costs. RMWD pro-rata share of the feasibility costs after grant funds is deducted is 15%. The estimated amount of the study after grant reimbursement is \$700,000. The estimated cost share for RMWD for the feasibility study is \$105,000.
- B. Should there be amendments to the agreement with the consultant performing the Feasibility Study work during the course of the Study, FPUD will confer with RMWD about the proposed amendments; however, FPUD has the unilateral power to approve reasonable amendments without specific approval from RMWD.
- C. During the Feasibility Study, FPUD shall pay the consultant costs for the work. FPUD will issue invoice to RMWD for its pro-rata share after deduction of the grant funds and after receiving a copy of the consultant project costs and supporting documentation which shall be provided to RMWD. RMWD will pay the FPUD invoice within 30 days of the invoice date.
- D. Additionally, FPUD and RMWD will work together on evaluating other alternative water supply development and recycled projects within their combined jurisdiction.

Section 3. Nature of Agreement.

The Parties acknowledge, understand and agree that this Agreement does not, and shall not be construed to create, a principal-agent relationship; a master-servant relationship; an employer-employee relationship; a partnership relationship; a joint venture relationship; or any like association.

Section 4. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by fax or certified mail, postage prepaid and return receipt requested, addressed as follows:

FPUD
Jack Bebee
General Manager
FPUD
990 E. Mission Road
Fallbrook, CA 92028

RMWD

Tom Kennedy
General Manager
Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, CA 92028

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 5. Severability.

If any term or condition of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 6. Attorney's Fees.

In the event either Party initiates legal action to enforce any provision of this Agreement or to recover damages for the breach of any provision contained herein, the prevailing Party in such litigation shall recover such costs and expenses as may be incurred by the prevailing Party, including court costs, reasonable attorney's fees and other related costs and expenses. This provision shall survive the early termination or expiration of this Agreement.

Section 7. Governing Law/Venue.

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the northern district of the San Diego County Superior Court of the State of California. If applicable law absolutely requires that all or part of any such litigation be tried in a United States Federal District Court, venue, without exception, shall be in the Southern District of California located in the City of San Diego, California. This provision shall survive the termination of this Agreement.

Section 8. Modification.

No amendment to, or modification of, this Agreement shall be valid or enforceable unless made by mutual written agreement of the Parties.

Section 9. Third Parties.

The Parties agree that nothing in this Agreement may be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement. All rights and benefits under this Agreement inure exclusively to the Parties.

Section 10. Time Is Of The Essence.

The Parties agree that time is of the essence under this Agreement. The Parties agree to initiate and complete all actions required under this Agreement with all reasonable diligence.

Section 11. Entire Agreement.

This Agreement, including any attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between the Parties prior to the execution of this Agreement.

Section 12. Assignment.

No Party may assign any of its rights under this Agreement, except with the written prior consent of the other Parties. All other assignments of rights are prohibited under this section.

Section 13. Authority To Sign.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of their respective legal entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 14. Counterparts.

This Agreement shall be executed in two (2) counterparts. One fully executed counterpart shall be delivered to each Party.

IN WITNESS WHEREOF, FPUD and RMWD have executed this Agreement to be in effect as of the date set forth above.

FALLBROOK PUBLIC UTILITY DISTRICT

DATE: _____ **BY:** _____

**Jack Bebee
General Manager**

ATTEST: _____
Paula de Sousa, Esq.

RAINBOW MUNICIPAL WATER DISTRICT

DATE: _____ **BY:** _____
Tom Kennedy
General Manager

ATTEST: _____
Alfred Smith, Esq.

DRAFT

EXHIBIT B



Request for Proposals

To Provide

Consulting Services to the Fallbrook Public Utility District

For the Lower Santa Margarita Water Supply Reliability Pilot Project

Job # 3117

11/4/2019

Fallbrook Public Utility District

990 E. Mission Road

Fallbrook, CA 92088

(760) 728-1125

I. Introduction

On June 5, 1922, Fallbrook Public Utility District (FPUD) was incorporated to serve water from local area wells along the San Luis Rey River. Since that time, FPUD has continued to grow, and today constructs, operates and maintains facilities to supply water and sewer services to the town of Fallbrook and water and reclaimed water to the surrounding residential and agricultural areas. The District delivers potable water to some 35,000 people over a 28,000 square acre service area.

Marine Corps Base Camp Pendleton (CPEN) is situated on approximately 125,000 acres of land acquired in 1942 by the Department of the Navy at the beginning of World War II. It was subsequently developed as a combat training facility for the Marine Corps and in 1946 became the west coast training center for the Marine Corps. Although the initial development of the Base was during the 1940s, construction of new facilities and the upgrading of old facilities have continued throughout its history. The Base has its own potable water supply as well as its own wastewater collection, treatment, and disposal systems.

In an effort to diversify its water resources, the District is currently collaborating with Camp Pendleton to construct the Santa Margarita River Conjunctive Use Project (SMRCUP) Facilities. These facilities will enhance the ability to divert surface flows from the Santa Margarita River for storage in the groundwater basin where they can be extracted, treated, and delivered to FPUD and CPEN customers. The water deliveries from CPEN to the District will vary based on the Santa Margarita River flow. The expected annual average yield of the project is 3,100 acre-feet per year (AFY) with an expected yield of zero following an “extremely dry year,” and with a maximum daily influent flow of about 8 mgd following a “very wet year.”

Both FPUD and CPEN also currently operate water reclamation plants within the Lower Santa Margarita River Basin which discharge treated effluent to the ocean. If the treated effluent were to be diverted to the existing Upper Ysidora Percolation Ponds and infiltrated into the groundwater basin, it could be utilized to augment SMRCUP yields for both FPUD and CPEN. This pilot project will determine the most effective non-RO treatment process for and feasibility of utilizing reclaimed water currently discharged to the ocean as groundwater augmentation in the Lower Santa Margarita River Basin.

The pilot project will consist of two pilot facilities and a tracer study. One pilot facility will be located at FPUD’s Water Reclamation Plant (Fallbrook WRP) and will be designed for live stream discharge to Fallbrook Creek. The other pilot facility will be located at CPEN’s Southern Region Tertiary Treatment Plant (SRTTP) and will be designed for typical IPR to be conveyed to the percolation ponds.

Fallbrook WRP

With a design capacity of 2.7 MGD, the Fallbrook WRP treats, on average, approximately 1.6 MGD to tertiary standards. Of this, about 0.5 MGD is delivered to recycled water users, with the remaining 1.0 MGD discharged to the Oceanside Ocean Outfall. Average water quality parameters are shown in the table below.

Parameter	2018 AVG
INF Flow	1.42 MGD
INF CBOD	229 mg/L
INF TSS	391 mg/L
CBOD % Removal	99%
TSS % Removal	99.60%
EFF Flow	0.65 MGD
EFF CBOD	2.14 mg/L
EFF TSS	1.5 mg/L
EFF Chlorine Residual	0.1 mg/L
EFF pH - min	6.1 SU
EFF pH - max	7.3 SU
EFF Settleable Solids	<0.1 ml/L
EFF Turbidity	0.79
EFF Total Nitrogen (TN)	16.8
EFF Total Phosphorous (TP)	3.9
EFF Total Dissolved Solids (TDS)	762

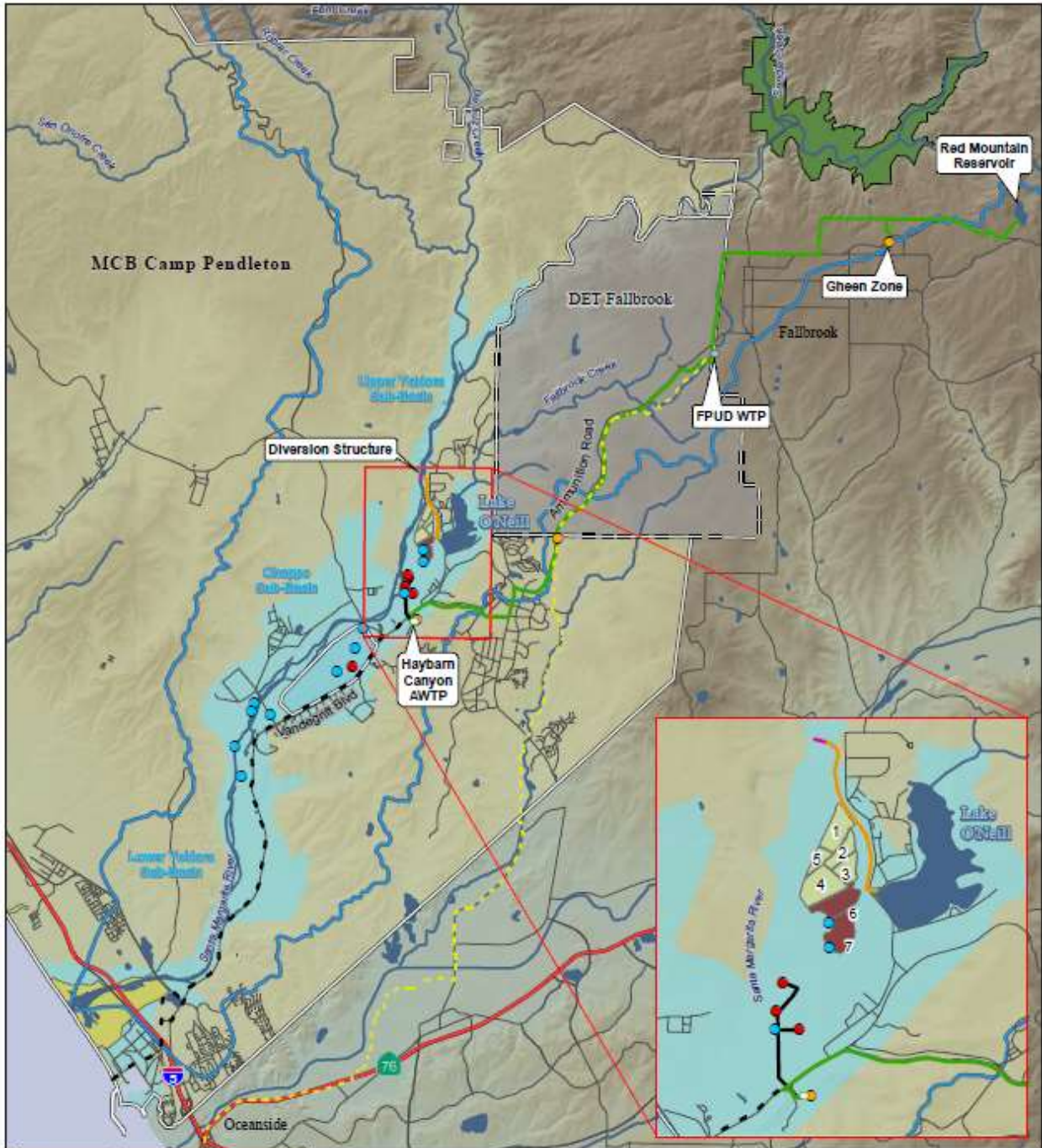
SRTTP

Currently, approximately 0.5 MGD of the 2.1 MGD of effluent produced is used for recycled water application. The remaining 1.6 MGD is discharged to the Oceanside Ocean Outfall and between 0.8 – 1.6 MGD is potentially available for reuse. Average effluent water quality for specific constituents is shown in the table below.

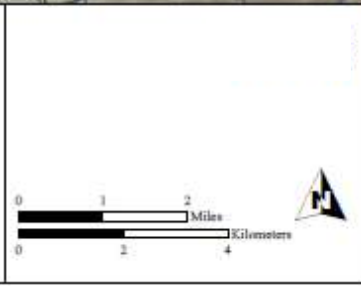
Parameter	Units	Min	Avg	Max
Total Organic Carbon (TOC)	mg/L	6.01	6.63	7.12
Total Nitrogen (TN)	mg/L	1.19	2.50	13.80
Total Phosphorous (TP)	mg/L		5	
Total Dissolved Solids (TDS)	mg/L	587	870	1270
Perfluorooctanoic Acid (PFOA)	ppt		17	
Perfluorooctanesulfonic Acid (PFOS)	ppt		130	

For additional background information, see the following attaches studies and reference materials:

- CPEN Recycled Water Master Plan
- FPUD Recycled Water Master Plan
- FPUD SNMP Report
- CPEN SNMP Report
- CPEN Conceptual IPR Design Report
- FPUD WRP Record Drawings
- CPEN SRTTP Record Drawings
- CPEN Site Approval and Decision Memorandum Documents
- Historical Effluent Data



Legend	
	Installation Boundary
	Santa Margarita Watershed
	Groundwater Basin
	Santa Margarita Estuary
Existing Components	
	Stone Discharge (P-113)
	FPUD Outfall
	Recharge Ponds 6-7
	Production Well
	Haybarn Canyon AWT
Proposed New Components	
	Recharge Ponds 1-5
	O'Neill Ditch
	Diversion Structure
	Production Well
	Pump Station
	FPUD WTP
	Bi-Directional Pipeline
	Access Roads and Conveyance Pipeline
	OSM2



II. Scope of Required Services

Task 1 – Feasibility Study

1. Data review and background: Review existing data from Fallbrook WRP and SRTTP. Review past studies related to live stream discharge from Fallbrook WRP and IPR from SRTTP. Provide summary on past studies and results.
2. Develop feasibility analysis and initial process sizing criteria for proposed Fallbrook Creek Live Stream discharge project and SRTTP IPR project (approximately 32 AFY capacity at each location). Initiate coordination with regulatory agencies and outline long-term permitting needs for discharge permits from both facilities. Identify key elements to test and demonstrate during pilot studies for both facilities including constituents of concern and permitting strategy. Outline proposed processes and sizing criteria.
3. Develop work plan for tracer testing of Lower Ysidora aquifer to verify retention time for IPR permitting. Consultant to assist CPEN with permitting for tracer testing utilizing work plan.
4. Produce draft and final Pilot Project Feasibility Study Memorandum summarizing Task 1-3 above.

Task 2 - Fallbrook Creek Live Stream Discharge Pilot

1. Develop memorandum summarizing layout of treatment facilities, including design, cost estimate, and operations manual for proposed live stream discharge pilot. Include approach to demonstrate criteria to achieve live stream discharge approval and potential to model nutrient uptake.
2. FPUD staff will construct the pilot based on design and operation manual provided by consultant.
3. FPUD staff to operate the pilot facility and collect samples based on operation manual and sampling plan developed by consultant. Lab work will be procured by FPUD/CPEN.
4. Consultant to prepare summary report after 4 months of pilot operation summarizing results and criteria.
5. Consultant to support FPUD/CPEN public outreach efforts.

Task 3 – Camp Pendleton IPR Pilot Project

1. Develop memorandum summarizing layout of treatment facilities, including design, cost estimate, and operations manual for IPR pilot. Include appropriate recycled water contribution based on limiting factors in the source water and an approach to demonstrate removal efficiency of key potential CEC such as PFOA.
2. FPUD/CPEN staff will construct the pilot based on design and operation manual provided by consultant.
3. FPUD/CPEN staff to operate the pilot facility and collect samples based on operations manual and sampling plan developed by consultant. Lab work will be procured by FPUD/CPEN.

4. Consultant to prepare summary report after 4 months of pilot operation summarizing results and criteria.
5. Consultant to support FPUD/CPEN public outreach efforts.

Task 4 – Lower Ysidora Tracer Testing

1. Develop a memorandum summarizing the design, layout, water source, mixing, and discharge facilities required to perform a tracer study at Pond 3. Develop an operation and monitoring plan, including locating new monitoring wells if necessary.
2. Consultant to coordinate with DDW and RWQCB to acquire all necessary permits to perform groundwater tracer study for verification of retention time.
3. Perform tracer study.
4. Develop summary report to achieve DDW confirmation on available retention time in aquifer to support IPR project development.

Task 5 – Full-Scale Feasibility Report

1. Prepare overall Project Feasibility Report based on pilot facilities and tracer test to verify feasibility of the water supply reliability projects, including all facilities required to treat, convey, and discharge recycled water.
2. Develop updated process layouts and sizing and design criteria.
3. Identify additional data needs and key aspects to secure permitting for the full-scale project.
4. Develop conceptual capital and operating costs.
5. Identify key next steps for project development.

III. Facility Locations

Fallbrook WRP
1425 S Alturas Rd
Fallbrook, CA 92028

CPEN SRTTP
Lemon Grove Rd and Vandergrift Blvd
Camp Pendleton South, CA 92058

IV. Proposal Requirements

Proposals are to include the resume of the proposed firm and a list of references. A cost proposal shall be included in a separate envelope. Responders will be evaluated based on the information submitted in accordance with Section V. Proposals submitted in response to this RFP shall be no more than 15 pages, not including resumes and shall include:

1. Project Team and Experience
2. Project Understanding and Proposed Approach
3. References
 - a. Provide three references including contact information for similar projects conducted by firm.
4. Rate Schedule and Cost Proposal
 - a. Include an hourly rate schedule including all service fees and anticipated travel costs. This is an hourly rate, not-to-exceed contract.

V. Evaluation Criteria

FPUD’s consultant evaluation and selection process is based on Qualifications Based Selection (QBS) for professional services. An evaluation committee appointed by the Project Manager will review the proposals and make a recommendation based on the criteria listed below. Proposal team may be invited for an interview if determined necessary by the evaluation committee. The criteria and weight for evaluating the proposals submitted will be as follows:

1. 50% - Reputation and experience of the personnel proposed for the project, including a verification of data and references.
2. 40% - Understanding of project objectives and scope of work as evidenced in the written narrative of the approach to execute each task.
3. 10% - Staffing capabilities demonstrating that the present workload of the firm and the availability of staff for the project will remain sufficient throughout the duration of the contract.

VI. Schedule for Selection and Award

The District anticipates that the process for selection of firm and awarding of the contract will be according to the following tentative schedule:

1. Issue RFP.....11/04/2019
2. Proposal due date.....1/23/2020
3. Interview (if determined necessary by evaluation committee).....2/05/2020
4. Board Approval.....2/24/2020
5. Final selection and notification2/28/2019

VII. Submittal Requirements

1. One (1) executed original, clearly marked on the cover and two (2) additional copies of the proposal shall be submitted. An individual authorized to execute legal documents on behalf of the project team shall sign the proposal.

2. One (1) sealed cost proposal.
3. This RFP shall be received no later than 1/23/2020 at 3:30 p.m. PST, at the District's Administrative offices:

Fallbrook Public Utility District
Attn: Kevin Collins, Purchasing/Warehouse Supervisor
990 East Mission Road
Fallbrook, CA 92028-2290

Failure to comply with the requirements of this RFP may result in disqualification.

All questions regarding this RFP shall be directed to Aaron Cook, Senior Engineer at acook@fpud.com or (760) 999-2713.

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

CONSIDER ADOPTION OF A RESOLUTION OF APPLICATION AUTHORIZING THE GENERAL MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION TO DETACH FROM THE SAN DIEGO COUNTY WATER AUTHORITY AND ANNEX TO EASTERN MUNICIPAL WATER DISTRICT

BACKGROUND

During World War II, the population of San Diego County increased rapidly due to wartime buildup of the Navy and other military bases in San Diego County. As local water supplies were insufficient to support this effort, the Federal Government began the construction of the first pipelines to bring Colorado River water into San Diego County. This pipeline connected to the existing Colorado River Aqueduct owned and operated by the Metropolitan Water District of Southern California (MWD). The first pipeline was connected to MWD's system near San Jacinto, CA and extended to the San Vicente Reservoir just east of San Diego.

MWD is allowed by statute only to sell water to public agencies who are members of MWD, so as part of the process of bringing imported water into San Diego County, the State of California formed the San Diego County Water Authority (SDCWA) in 1944 to operate as the MWD member agency for San Diego County. The first water deliveries to the region began in 1947. RMWD joined in 1953.

While the original political boundaries of SDCWA followed the County line as a separation, the engineers who designed the pipelines did not use those boundaries. For the first aqueduct, the separation between MWD and SDCWA was set at the halfway point between the connection near San Jacinto and the San Vicente Reservoir. As it turns out, for the first aqueduct this separation point is several miles into San Diego County, located roughly where the aqueduct crosses State Highway 76 just east of I-15. MWD owns and operates stretches of the second, third, and fourth aqueducts well into San Diego County with the separation points being shown in Figure 1 below.

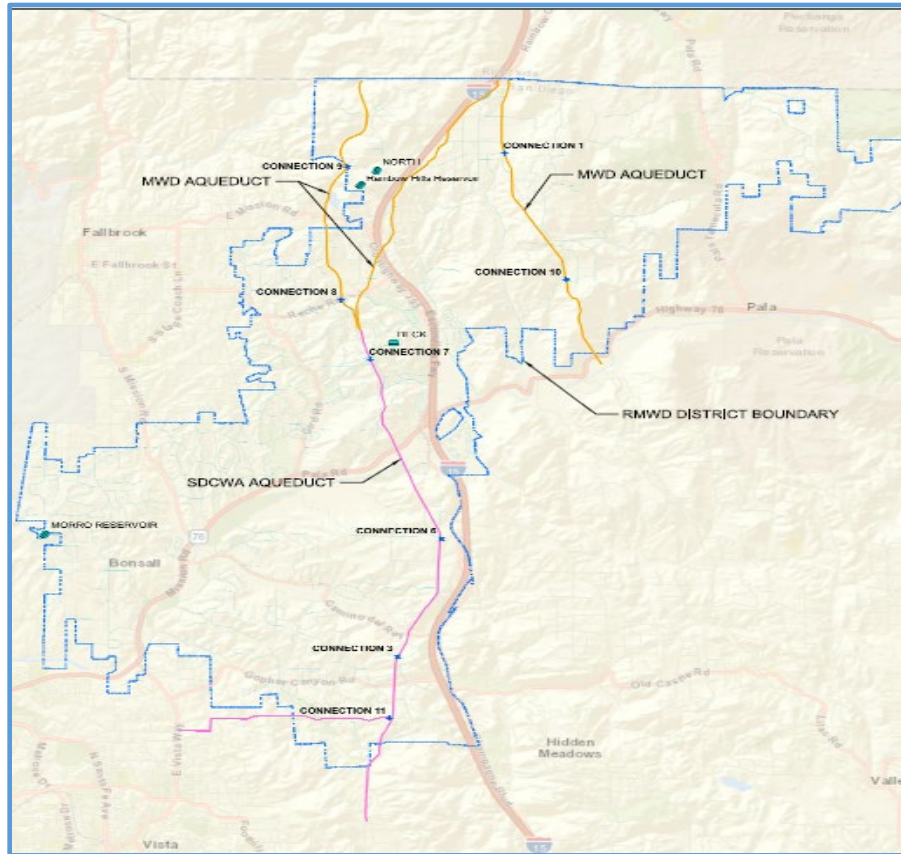


Figure 1: RMWD Aqueduct Connections

For RMWD, four of the eight connections are on MWD’s pipelines with one of the connections to SDCWA’s pipeline being just 3000 feet from the point of separation. Currently, the District receives a credit on our monthly bills from SDCWA identified as “MWD Direct Delivery”. This credit is currently equal to SDCWA’s Transportation Charge. This charge is levied for each acre foot of water delivered through SDCWA pipelines. The charge is the same whether an agency uses 3000 feet of pipeline or 60 miles of pipeline.

RMWD and the Fallbrook Public Utility District (FPUD) are the only SDCWA member agencies who have direct connections to MWD. The two districts are unique in the County – no other SDCWA member agency has direct connections to the MWD system. The existing direct connections between MWD and RMWD and FPUD obviate the need to develop new physical connections. The District’s and MWD’s existing geographic service areas also would not be altered as a result of the detachment and annexation actions because MWD is already capable of serving RMWD and the FPUD through existing infrastructure.

In the years following the construction of the aqueducts water was cheap and the arrangement worked well for all parties. However, over the last 25 years, SDCWA has made significant investments in the Emergency Storage Project (ESP) to construct new storage and treatment facilities. RMWD cautioned SDCWA during the environmental review of the ESP that the costs for these investments would be problematic for our agricultural customers. As expected, these investments have increased the cost of water significantly – adding several hundred dollars per acre foot to the cost of water.

While these investments may be good for agencies south of the Districts, neither FPUD nor RMWD receive commensurate benefits from these improvements. Virtually all of the water delivered to both agencies comes from the Skinner Water Treatment Plant, owned and operated by MWD in Southwest Riverside County. The hydraulics of the aqueduct system are such that water flows from north to south, so apart from infrequent hydraulic conditions, all the water served to the Districts comes from an MWD owned treatment plant. The two southernmost RMWD connections do receive some water from the SDCWA Twin Oaks plant more frequently, but it is not the dominant source of supply. Both Districts are more similar to

water retailers in Southwest Riverside County than to other SDCWA member agencies in that those agencies, like RMWD and FPUD, receive water through MWD owned facilities, not through facilities owned by the wholesale agency.

Further, the ESP facilities constructed to date cannot serve either of the Districts. SDCWA has been implementing the ESP since 1996 and had contemplated constructing new pump stations to move water to the north, but those pump stations have not yet been constructed. SDCWA is still in planning stages for these facilities and no formal design work has commenced for their construction. Construction funds for the project are not included in the current SDCWA two-year budget. While a portion of the southernmost RMWD service area can receive limited amounts of ESP water, absent the long-promised pump stations, moving water north of highway 76 would require additional investments by RMWD – even though RMWD has paid at least \$20 Million to date in ESP related charges.

As predicted by the District in its comments during the ESP CEQA process, the increased cost of water has been devastating to our primarily agricultural customers. Over the last 20 years, the all-in melded treated water rate from SDCWA has tripled. Every resident in the Bonsall/Fallbrook/Rainbow region can attest to having acres of dead avocado trees and stumps scattered throughout our service area. Changing wholesale water suppliers would help the District’s agricultural customers maintain their current rates of agricultural production.

As ESP and other costs have been introduced into the SDCWA rates, there has been a direct relationship between the cost of SDCWA supply and the demands of our customers. While most agencies within San Diego County have had declines in demands, none have been higher than the agricultural agencies. In FY 2019, RMWD purchased under 15,000 Acre feet from SDCWA, down from a high over 34,000 acre feet 15 years earlier – a reduction of about 60%. RMWD’s demands have dropped to the point where we can provide full service to all of our customers using just the four turnouts directly connected to MWD’s system. Figure 2 below shows the dramatic relationship between the cost of SDCWA water and the rapid decline of agricultural water demand in our service area.

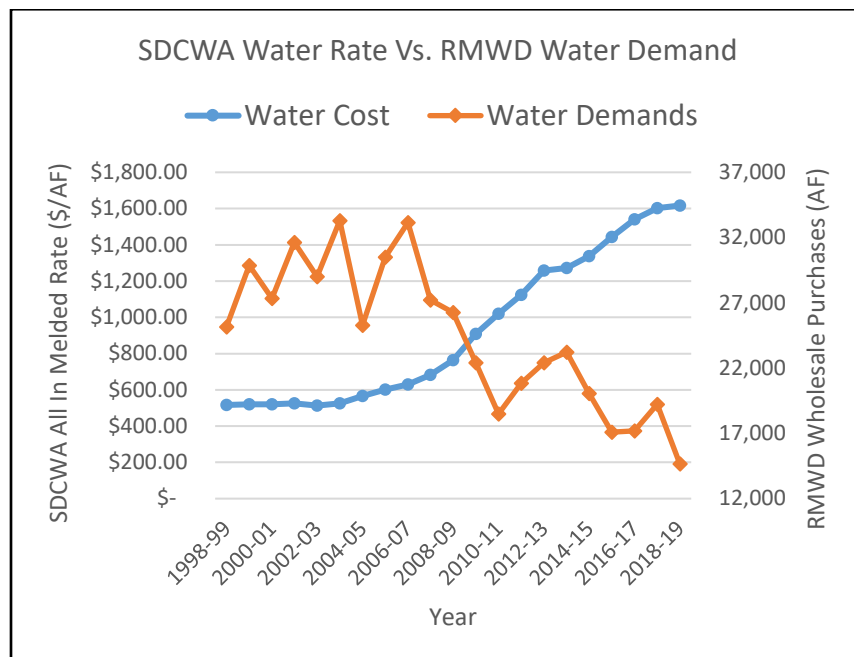


Figure 2: SDCWA Cost and RMWD Demands - 20 yrs

As RMWD approaches our 70th year in operation, we have significant needs for pipeline replacement. A good number of the pipelines in use today were installed by now defunct Mutual Water Companies that constructed the pipelines even before RMWD existed. Absent some relief from our wholesale water costs (which make up ~70% of our entire cost structure), the District will need to raise rates sharply in order to

generate the revenue needed to tackle infrastructure replacement. This would then compound the increased costs in wholesale supply and further hasten the decline in our only local economic activity – agriculture. This action is not just to save some money for our customers – this action is necessary to preserve the foundation of our local economy and the character of our community.

DESCRIPTION

The Resolution of Application under consideration in this agenda item will authorize the General Manager to prepare an application to the San Diego Local Agency Formation Commission (SDLAFCO) for the detachment of the District's service area from SDCWA and annexation into the Eastern Municipal Water District (EMWD). EMWD is the MWD wholesaler serving eastern and southern Riverside County and their boundary is located adjacent to RMWD's border. The geographical area in which SDCWA, the RMWD and EMWD exercise their existing powers will not change because: (1) the water lines conveying water to RMWD do not coincide with the delineation of County lines; (2) the District currently has connections directly to MWD's distribution system, which will remain in place; (3) there would be no expansion of RMWD's service area as the result of the change; (4) and both EMWD and SDWCA are member agencies of MWD. The Resolution of Application will authorize the General Manager to provide additional information to SDLAFCO as needed during the processing of the application.

The capacity of the District to serve its customers will neither increase nor decrease as a result of the detachment. We will have access to the same sources of water we have now with no change as to availability now or in the future when compared to staying within SDCWA. Further, this change in water wholesalers will not have an impact on other member agencies in SDCWA, apart from a de-minimis financial impact as described below. This financial impact is well below other financial drivers at SDCWA and will not limit the capacity of SDCWA's operations nor those of its member agencies.

Over the last two months, SDLAFCO entered into a Memorandum of Understanding with Riverside County LAFCO (RCLAFCO) that allows SDLAFCO to handle all aspects of both the detachment of the District within San Diego County and the annexation process into EMWD which is in Riverside County. This sort of MOU is allowed under the Cortese Knox Local Government Reorganization Act (CKH) and benefits the District by focusing all work within one LAFCO thus negating the cost and effort of two application processes.

The application process includes the initial submittal of applications to SDLAFCO. Once SDLAFCO receives the adopted tax resolution regarding the reallocation of property taxes, SDLAFCO will issue a certificate of filing and begin the process of evaluating the application to determine compliance with applicable codes and SDLAFCO procedures. This process is expected to take at least six months and perhaps more depending on whether additional information is required from the District as well as the nature and extent of comments provided by affected and interested parties. In addition, there will need to a property tax exchange evaluation by the San Diego County Assessor's office to make any taxation modifications triggered by the reorganization. This process also takes several months but is expected to be performed concurrently with the SDLAFCO application processes.

At such point SDLAFCO staff determines the application is complete they will schedule a series of public hearings with the SDLAFCO commission. It is also anticipated the matter will be considered by the SDLAFCO Special Districts Advisory Committee. These series of meetings will also take a few months to complete. At some point, the Commission will hold its final hearing to vote on the application. Should the Commission approve the application, the provisions of the County Water Authority Act, which governs key elements of this process, require an election to be held within our service area. Our community will be asked to vote on whether they wish to remain part of SDCWA or make the move to EMWD. Should the election result in our electorate choosing EMWD, SDLAFCO will then certify the move. There will be a few procedural steps to finalize the process that may take a few more months. The process should take about 18 months total. Figure 2 shows the general flow of the process.

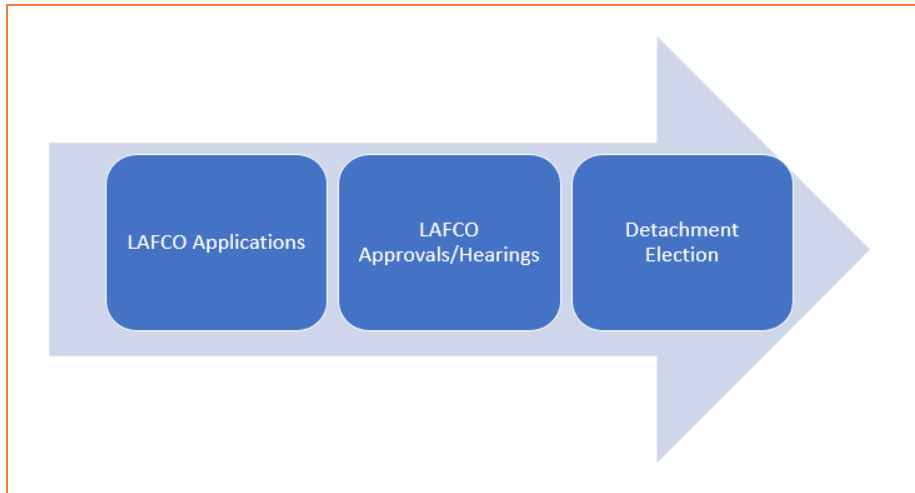


Figure 3: LAFCO Process

As noted above, there may be significant opposition to the detachment, primarily from SDCWA. Staff with both RMWD and FPUD have been trying for many months to have substantive discussions with SDCWA to see if there was a way to resolve any impacts the detachment may have on SDCWA, but those efforts did not bear fruit. SDCWA has essentially refused to engage with either District on the matter. The Board should be aware that moving forward with the application to SDLAFCO bears some risk of litigation. In our application to SDLAFCO we must also indemnify SDLAFCO and bear the cost of defense of any litigation directed toward SDLAFCO.

FISCAL IMPACTS

As noted above, wholesale water costs represent about 70% of the District’s entire operating cost. Figure 2 above shows how the wholesale costs from SDCWA have risen dramatically over the last 20 years. In the arrangement with EMWD, which was detailed in an MOU between the District and EMWD that was approved earlier this year, the District would have access to the same water supplies it obtains from SDCWA but at a significantly lower cost. Since taking deliveries from EMWD requires no EMWD owned facilities (we will use the MWD owned pipelines), EMWD’s charge over the MWD wholesale rate is just \$11 per acre foot more than the MWD wholesale rate.

SDCWA’s wholesale rate is much higher for several reasons. First, SDCWA operates and maintains a series of aqueducts, treatment plants, and reservoirs located south of the District. Since our inception, the ratepayers of the District have contributed over \$500 Million toward to cost of constructing and maintaining these facilities. This is despite the fact that our ratepayers have received zero benefit from the vast majority of these facilities. In effect, the ratepayers of the District have subsidized the water costs of everyone located south of its boundaries over the years totaling more than \$560 Million dollars.

Figure 4 below shows the relationship between MWD’s current wholesale rate, EMWD’s wholesale rate, and SDCWA’s wholesale rate. While there are other rates at SDCWA, most importantly is the Transitional Special Agricultural Water Rate which represents their most commonly cited Melded All-In Treated Water Rate (TSAWR). The District does purchase a significant quantity of TSAWR water and the difference in this rate is lower, but this chart shows the Melded All-In Treated Water rate from SDCWA is over \$400 more expensive than the exact same water, from the exact same sources, and the exact same treatment plant from EMWD.

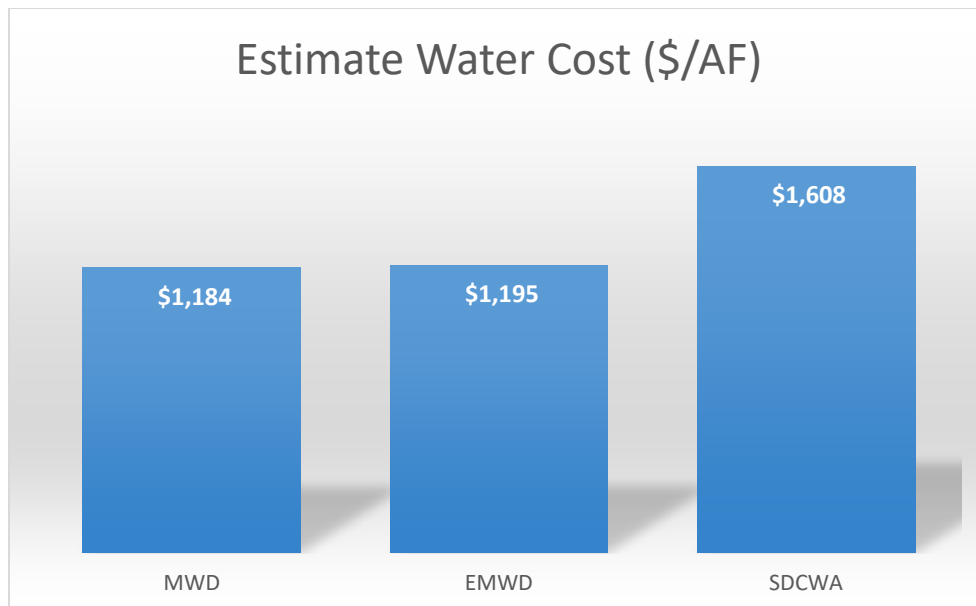


Figure 4: Wholesale Water Rate Comparison

The current estimate for annual savings for the ratepayers of the District has been projected by the District's financial model to be approximately \$6.4 Million in FY2022 (the earliest we would forecast the detachment to be in effect). This represents a decrease of about 20% off the total cost of wholesale water purchases. The published forecasts of SDCWA and MWD rate increases included in the financial model indicate that the progression of upward rates at SDCWA will continue to rise, but the EMWD rate of \$11 per acre foot will remain low. The fact that EMWD has very few costs involved with being our water wholesaler – they only process the invoices – means there is no cost of service basis by which to support a rate increase. By FY2030 the annual cost savings are expected to reach \$10 Million per year.

More importantly, these savings could fully fund our annual capital improvement program for pipeline rehabilitation and replacement – with money left over for rate relief. As noted above, absent these savings, rates will need to be ratcheted up significantly – up to 35% over three years – in order to provide the same revenue stream. Put simply, the change in water suppliers is essential to stemming the loss of agricultural activity and retaining the character of our community going forward.

There have been concerns raised about the fiscal impact on agencies remaining within SDCWA. The impact of detachment of the District will have an effect on the price of water for those agencies. However, using SDCWA's projections of the impact of the detachment of RMWD, the actual cost increase per acre foot is only about \$18.64. With a base cost of \$1608 per AF, this represents a 1.1% increase in the cost of wholesale supply to member agencies south of the District. Figure 5 shows this relationship, although it may be challenging to see the small orange box on the column to the right.

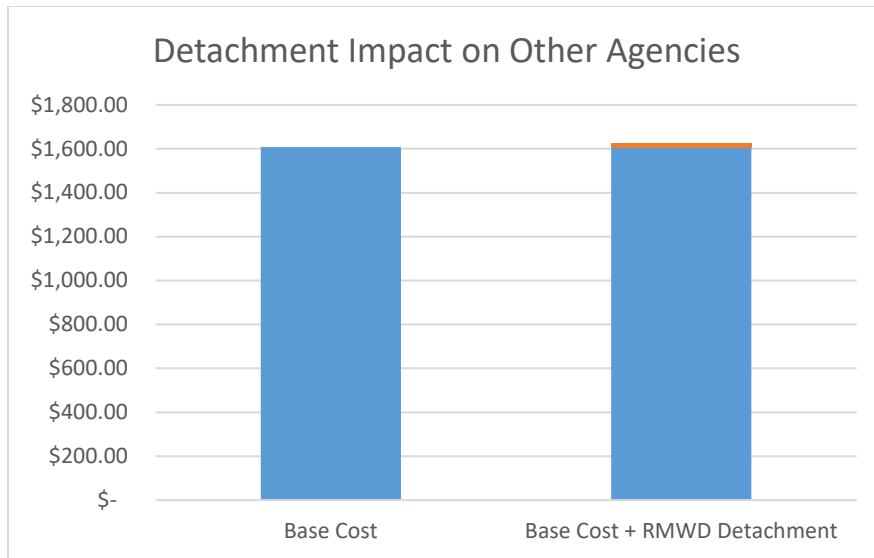


Figure 5: Impact on Other Agencies

When considering these extra costs for agencies south of the District, it is important to keep in mind that historically one-acre foot of water would serve three homes for a year. In many urban areas, one acre foot can serve four or five homes per year. If the District continues with one acre foot serving three homes per year, the extra costs for those homes for the \$18.64 increase per year would be just over \$6 per year, or \$0.50 per month.

In addition, SDCWA has already placed the construction of the long-promised ESP pump stations project on hold. This project has a budget of \$40 Million to serve both RMWD and FPUD. When these savings are taken into consideration, there would be no negative impact on agencies to the south for many years. Further, all agencies south of the District will continue to enjoy the benefits of the infrastructure the District's ratepayers paid over \$560 Million to complete and will now leave behind to continue to serve their customers.

Water users to the south also receive an instant increase in the value of the various supply reliability projects SDCWA has constructed, but don't benefit our region. Not only will they not have to construct the facilities mentioned above, the investments all SDCWA member agencies, including RMWD, have made over the years will now provide extra storage for use by agencies to the south in times of need. RMWD has never had access to those supplies over the years, so the overall reliability of our water supplies will remain essentially the same as it has always been.

SUPPLY RELIABILITY

The District has prepared a comprehensive supply reliability study demonstrating that the sources of supply from MWD are equivalent in terms of supply reliability. This study is attached in draft form as there may be clarifications needed as part of the SDLAFCO review process. All of the water delivered to SDCWA comes through the MWD system either as MWD direct purchases or as part of the Exchange Agreement between SDCWA and MWD that exchanges water supplies SDCWA has secured in the Imperial Valley for water to be delivered by MWD. While SDCWA may characterize their supplies as being primarily from the Imperial Valley, the reality is that the Exchange Agreement just moves those supplies into MWD's supply portfolio and MWD then moves water into the SDCWA service area based on its operational decisions.

As the supply reliability study shows, MWD has a robust mix of water sources from both the Colorado River and the State Water Project. The mix of water delivered in any given year is based on operational decisions made by MWD, not SDCWA. During wet years in the Sierras, we generally see more State Water Project water coming into the county. In other years, the supply may tilt more toward Colorado River supplies. MWD's supply, transmission, and storage capacity greatly exceeds that of SDCWA; therefore, their ability

to manage shortages in either source allows them to provide a great certainty in the area of supply reliability.

There is only one scenario SDCWA may point to as a concern with the detachment – a massive earthquake on the Elsinore Fault would disrupt the MWD conveyance system between the District and the MWD treatment plant at Lake Skinner in Riverside County. Even though the Elsinore Fault is relatively inactive and has not produced major earthquakes along the lines of those seen on the San Andreas fault, should the extremely unlikely scenario of a major earthquake cause damage to MWD's massive, buried pipelines, MWD's forecast is that any outage would last only two weeks. RMWD has demonstrated during several recent SDCWA outages that our current system storage is sufficient to provide ample water supply during these short-term outages.

To further bolster supply during this extremely unlikely event, the District has entered into an MOU with FPUD to obtain access to emergency supplies from the FPUD Santa Margarita Conjunctive Use Project which is nearing completion in cooperation with Camp Pendleton. Should this massive and unlikely earthquake disrupt service from the north, our in-system storage and these supplies, while limited, will provide for basic health, sanitation, and fire safety needs of our customers.

In addition, based on the repeated failures of the SDCWA aqueduct within our service area (three times in eight years), it is not guaranteed the same earthquake would not damage SDCWA's pipelines and eliminate access to water from the south.

SUPPORTING DOCUMENTS

While not every single document to be made part of the SDLAFCO application is included in this action item, the primary documents are attached as follows:

Plan for Service: This is a statutorily required component of the reorganization application. This document outlines several options by which RMWD can provide service should the detachment be approved. Since the District will be receiving the same water from the same sources, there is no real difference from a supply standpoint. As reflected in the Draft Plan for Service, the District can either utilize both our four northerly MWD connections and our four southern connections through a wheeling agreement with SDCWA, or just our four northern connections interconnected directly with MWD's aqueduct. In order to use only our four northerly MWD connections, the District would need to make minor infrastructure improvements to move water efficiently from north to south; all of which have been previously identified in the District's capital improvement programs and would be implemented whether or not the District elects to rely on the northerly MWD connections. The improvements include replacements of diesel-powered pumps with electric pumps previously identified in a 2016 RMWD Capital Improvement Project. As noted earlier, the District currently utilizes this infrastructure during SDCWA shutdowns; however, some of the facilities we use are older and not suitable for year-round use. The Plan for Service will outline the details of how we will provide service post-detachment.

Supply Reliability Study: This will be a component of the Plan for Services detailing how the reliability of the supply of water to our customers will be equivalent post-detachment than it is currently. This document provides extensive details on both SDCWA and MWD and how each agency deals with supply reliability.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management – by saving money on our largest operational cost, the District will be able to provide funding to our biggest challenge – replacing aging infrastructure.

Strategic Focus Area Four: Fiscal Responsibility – by saving money on our largest operational cost, the District will be able to avoid large rate increases – and perhaps provide a rate decrease – thereby stemming the recent decrease in water demand by the agricultural community. When water deliveries drop, the District must move more costs to fixed fees that impact all customers.

BOARD OPTIONS

The Board has several options:

1. Approve the Resolution of Application directing the General Manager to prepare and submit an application to San Diego LAFCO for the detachment of the District from the San Diego County Water Authority and annexation into the Eastern Municipal Water District and provide any and all additional or supplemental forms, data, information, plans and documentation as the San Diego Local Agency Formation Commission may request during the processing of the application.
2. Direct staff to make modifications to the Resolution of Application and supporting documents and bring them back to the Board for consideration at a future date.
3. Do not approve the Resolution of Application and direct staff to cease work on the process.

ENVIRONMENTAL

In accordance with California Code of Regulations, title 14, section 15320, the action before the Board is exempt from the California Environmental Quality Act, Pub. Resources Code, § 21000 et seq., because it consists of changes in the organization and reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised.

STAFF RECOMMENDATION

Staff recommends Option 1. (Option 1 is exempt from CEQA review pursuant to California Code of Regulations, title 14, section 15320.)



Tom Kennedy, General Manager

December 3, 2019

RESOLUTION NO. 19-15

RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION TO DETACH FROM THE SAN DIEGO COUNTY WATER AUTHORITY AND ANNEX TO EASTERN MUNICIPAL WATER DISTRICT

WHEREAS, Rainbow Municipal Water District was established in 1953 and is organized under Section 71000 of the California Water Code; and

WHEREAS, Rainbow Municipal Water District is a special district that provides – among other services – water to the unincorporated communities of Rainbow, Bonsall, and portions of Vista, Oceanside, and Fallbrook; and

WHEREAS, Rainbow Municipal Water District is a member of the San Diego County Water Authority; and

WHEREAS, over the last 25 years, the San Diego County Water Authority which supplies water to individual water districts in San Diego County, has made major investments in new storage and treatment facilities located well south of the Rainbow Municipal Water District service areas; and

WHEREAS, these investments have increased the cost of water to customers of Rainbow Municipal Water District, adding several hundred dollars per acre foot to the cost of water for the customers of Rainbow Municipal Water District, many of whom are engaged in agricultural activities; and

WHEREAS, while most water districts in San Diego County rely entirely on San Diego County Water Authority pipelines for the water they distribute to their customers, Rainbow Municipal Water District has connections directly to the Metropolitan Water District of Southern California (MWD)'s pipelines; and

WHEREAS, Eastern Municipal Water District located in Riverside County is adjacent to Rainbow Municipal Water District, is a special district that also receives water supplies from Metropolitan Water District and provides retail water service to cities and special districts in Riverside County, and has consented to the possible annexation of Rainbow Municipal Water District; and

WHEREAS, Eastern Municipal Water District was in October of 2019 awarded a \$36.3 million grant from the State Water Resources Control Board which will improve groundwater quality and supplies and reduce its reliance on imported water supplies; and

WHEREAS, since 1954 Rainbow Municipal Water District has contributed over \$500 million to construct assets owned by San Diego County Water Authority, which assets will be retained by the San Diego County Water Authority and used for the benefit of its remaining member agencies; and

WHEREAS, if Rainbow Municipal Water District detaches from the San Diego County Water Authority, the San Diego County Water Authority will not have to spend the \$40 million budgeted to complete construction of the North County EPS pump stations to serve Rainbow Municipal Water District and Fallbrook Public Utility District; and

WHEREAS, Rainbow Municipal Water District's detachment from San Diego County Water Authority will lessen the North County area's demand for expanded water facilities and will permit the remaining member agencies of the San Diego County Water Authority to have increased reliability of supplies from San Diego County Water Authority in times of drought and reductions in imported water supplies; and

WHEREAS, the reliability of supplies from Eastern Municipal Water District to the Rainbow Municipal Water District will be equivalent to the supplies received from the San Diego County Water Authority, and

WHEREAS, the Rainbow Municipal Water District and the Fallbrook Public Utility District have entered into a Memorandum of Understanding which would allow Rainbow Municipal Water District to receive emergency supplies from the Fallbrook Public Utility District's Santa Margarita River Conjunctive Use Project that will serve the residents of Rainbow Municipal Water District in the very unlikely scenario where an earthquake or other emergency condition constricts supplies coming from Metropolitan Water District facilities in Riverside County, and

WHEREAS, the detachment of Rainbow Municipal Water District from the San Diego County Water Authority and annexation to Eastern Municipal Water District will be mutually beneficial in that the ratepayers of Rainbow Municipal Water District will obtain water supplies at a lower rate permitting the continuation of agricultural activities as well as general ratepayer reductions in costs while the remaining member agencies of the San Diego County Water Authority will be relieved of expenses of providing water supplies to the North County and will have greater reliability of water supplies in times of drought; and

WHEREAS, the detachment of Rainbow Municipal Water District from the San Diego County Water Authority is authorized by Section 45-11 of the California County Water Authority Act, the law governing the creation and existence of the San Diego County Water Authority; and

WHEREAS, the commencement of such a proceeding is initiated by an application to a Local Agency Formation Commission in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the Riverside Local Agency Formation Commission and the San Diego Local Agency Formation Commission have executed a memorandum of understanding dated October 24, 2019 by which San Diego Local Agency Formation Commission will undertake the processing of any application by Rainbow Municipal Water District to proceed with a reorganization involving modifications of spheres of influence, detachment from San Diego County Water Authority and annexation to Eastern Municipal Water District; and

WHEREAS, the process will require the preparation of various documents and the payments of filing fees and subsequent expenses,

NOW, THEREFORE, the Board of Directors resolves as follows:

1. The General Manager is authorized to prepare and submit to the San Diego Local Agency Formation Commission the application for the proposed reorganization and to provide any and all additional or supplemental forms, data, information, plans and documentation as the San Diego Local Agency Formation Commission staff may request and require from time to time during the processing of the application.
2. The General Manager is authorized to pay the filing fee to the San Diego Local Agency Formation Commission and to pay such additional sums as may be invoiced from the San Diego Local Agency Formation Commission for services rendered in the processing of the application.
3. The General Manager is authorized to coordinate his efforts with such resources as may be needed to process the application and to pay the invoices for the resources with whom he coordinates.
4. This proposal is to be made pursuant to Part 3 of the Cortese-Knox-Hertzberg Local Government Reorganization Act.
5. The nature of the proposal is a reorganization to detach Rainbow Municipal Water District from the San Diego County Water Authority and to annex the Rainbow Municipal Water District to Eastern Municipal Water District in Riverside County.
6. All property within the boundaries of the Rainbow Municipal Water District as it now exists shall be included, and the General Manager is to provide a legal description and map to be provided to the Local Agency Formation Commission.
7. The proposal suggests the following terms and conditions:
 - That pursuant to the express provisions of Section 45-11 of the County Water Authority Act which provide for detachments from a county water authority, the matter be submitted to a vote only by those electors residing within the boundaries of Rainbow Municipal Water District.
 - That pursuant to Section 45-11 of the County Water Authority Act that the taxable property within the excluded area shall continue to be taxable by the county water authority for the purpose of paying the bonded and other indebtedness of the county water authority outstanding or contracted for at the time of the exclusion and until the bonded or other indebtedness has been satisfied; provided further, that if the taxable property within the excluded area or any part thereof is, at the time of the exclusion, subject to special taxes levied or to be levied by the county water authority pursuant to the terms and conditions previously fixed under subdivision (c) or (d) of Section 10 for the annexation of the excluded area or part thereof to the county water authority, the taxable property within the excluded area or part thereof so subject to the special taxes shall continue to be taxable by the county water authority for the purpose of raising the aggregate sums to be raised by the levy of special taxes upon taxable property within the respective annexing areas pursuant to the terms and conditions for the annexation or annexations as so fixed and until the aggregate sums have been so raised by the special tax levies.

8. The reasons for the proposal are as follows:

- Rainbow Municipal Water District will be better positioned to provide water supplies to its customers at significantly lower rates;
- Rainbow Municipal Water District will be better positioned to provide water supplies to those within its boundaries who undertake agricultural activities, a major effort in support of the local economy.
- Rainbow Municipal Water District already receives water supplies from Metropolitan Water District which also supplies water to Eastern Municipal Water District as it does to San Diego County Water District.
- The detachment from San Diego County Water Authority will reduce both currently planned and future capital expenditures necessary to provide its water supplies to the North County area.
- The detachment from San Diego County Water Authority will also eliminate the need to share its reduced water supplies in times of drought conditions and permit the remaining member agencies to share the allocation that would otherwise be made to Rainbow Municipal Water District.

PASSED AND ADOPTED at a Regular meeting of the Board of Directors of Rainbow Municipal Water District held on the 3rd day of December 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CONCORD ENVIRONMENTAL ENERGY INC, DBA CONCORD UTILITY SERVICES FOR A DISTRICTWIDE METER REPLACEMENT AND WATER SERVICE UPGRADE PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE AGREEMENT ON THE DISTRICT'S BEHALF

DESCRIPTION

This Professional Services Agreement will continue the Water Service Upgrade Project that will reduce the amount of non-revenue water lost each year due to inaccurate water meters. The project will also upgrade and standardize each water service to include new meter boxes and customer shut off valves and replace our current Automated Meter Reading (AMR) system that is at the end of its useful life.

BACKGROUND

A great deal of background information can be found in the Board Action Letter from the August 28, 2018 and October 22, 2019 Board meetings.

This Agreement is required to complete the project that was initially started under a contract with ABM Building Services (ABM) which has now been completed by mutual agreement of the parties. During the process of wrapping up the contract with ABM, staff evaluated the options available to complete the work. Under the ABM contract, ABM, through its subcontractor Concord Utility Services (Concord), was to perform all aspects of the project including the process of excavating meter box areas and installing new meter boxes. Through the evaluation process, staff has identified a more efficient way to approach the project using a combination of in-house staff, temporary labor, and, perhaps most importantly, the use of a high power vacuum excavation system.

In this hybrid concept, the District would use limited term temporary employees to go ahead of Concord and use the vacuum excavation system to clean out and excavate the meter boxes. Through this process, our in-house team will prepare the work site for Concord and collect specific information about each service so that Concord will have full information as to the unique scope of work at each service. Since there is a wide variety of conditions present at each service, there will be a different range of tasks to be performed at each service. Under the ABM contract, the determination of the scope of work required at each service was going to be identified by ABM or Concord at the point in time that they arrived at the site for the work. During our evaluation of the process, this was identified as a risk factor in the project as the varied conditions present could pose challenges in terms of tools and materials needed at each service. It would also require more rigorous project management and inspection to ensure unnecessary work was not being performed – and invoiced to the District.

Concord was selected as the meter installation subcontractor through a competitive process managed under the ABM agreement. Concord as a firm is uniquely qualified for this type of project and was already under contract with ABM to perform the work. Since the ABM contract is now completed, the recommendation of District staff is to contract directly with Concord to complete the project.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Key Focus Area One: Water Resources – it is critical to accurately measure water consumption to provide appropriate signals to users about their water consumption and encourage efficient use of water

Key Focus Area Two: Asset Management – we need to maintain our water services in good condition so that we can provide reliable service to our customers and effectively meter the water sold

Key Focus Area Four: Fiscal Responsibility – Accurate measurement of water sold is a key part in reducing Non-Revenue Water which will decrease losses dramatically

BOARD OPTIONS/FISCAL IMPACTS

In October 2019 the Board of Directors approved the general concepts and project budget for the revised hybrid project approach. Staff has initiated the process of purchasing an excavator for this project as well as purchasing a dedicated vehicle to pull the vacuum and haul spoils to and from the project site.

As mentioned in October, the Department of Industrial Relations (DIR) had previously issued a Special Wage Determination Letter to the District for this project. This letter was the basis for the labor costs provided by Concord in their pricing. The DIR determination expires soon and staff has requested an extension but has not received it yet. The costs for the Concord pricing may change if DIR adjusts the prevailing wage rates, but the contract language has provisions requiring us to pay the prevailing wage rate. Should the change be substantial staff will bring a change order back to the Board for approval. Staff does not expect a significant change in the DIR determination.

Funds for this project were already appropriated by the Board both through the initial funding of the project in September 2018 and at the October 2019 Board meeting. The cost of this contract with Concord is \$1,528,492.00. As discussed at the October 2019 Board meeting, the initial cost estimate for this project with ABM was \$10.7 Million but our revised value is currently \$7.1 Million including the payment to ABM, this Concord contract, and all materials and staff time required to perform the project.

As we have discussed, there will undoubtedly be several hundred water services that will require reconstruction well beyond the scope of Concord's contract that we will address on a case by case basis as we identify them. These services will be bundled into smaller project groups that will either be contracted out via separate contracts or handled by in house staff. The determination on what to do in each case will be made once we identify precise scopes of work. While the exact cost of this work is unknown at this time, it is estimated the cost for all this work will be over \$200,000 and well under \$1 Million. Separate Board actions on these projects will take place in accordance with the Administrative Code.


ENVIRONMENTAL

This project is Categorical Exempt from the California Environmental Quality Act under Section 15301(d) which exempts reconstruction of existing facilities.

STAFF RECOMMENDATION

Staff proposes several options for Board consideration today:

1. Authorize the General Manager to execute the Professional Services Agreement with Concord Energy Services DBA Concord Utility Services
2. Provide input to staff on alterations to the project or contract and direct staff to bring the project back at a future Board meeting for consideration.
3. Reject the project outright and direct staff to identify other alternatives for meter replacement



Tom Kennedy
General Manager

December 3, 2018



RAINBOW MUNICIPAL WATER DISTRICT
3707 HIGHWAY 395
FALLBROOK CA 92028
(760) 728-1178

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Water Service Upgrade Project ("the "Project")
Project No. _____, Contract No. _____

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019, by and between the RAINBOW MUNICIPAL WATER DISTRICT, a municipal water district, hereinafter designated as "DISTRICT", and CONCORD ENVIRONMENTAL ENERGY DBA CONCORD UTILITY SERVICES a California corporation hereinafter designated as "SPECIALIST."

RECITALS

- A. DISTRICT desires to obtain Professional Field Services from an independent contractor for the above-named Project.
B. SPECIALIST has submitted a proposal to provide professional services for the DISTRICT in accordance with the terms set forth in this Agreement.
C. DISTRICT desires to contract with SPECIALIST as an independent contractor and SPECIALIST desires to provide services to DISTRICT as an independent contractor.
D. SPECIALIST has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES PROVIDED BY SPECIALIST.

1.1 The professional services to be performed by SPECIALIST shall consist of the following: Provide all labor and specialized configuration services to configure and install equipment related to the District's Water Service Upgrade Project. The range of specialized services will include, but is not strictly limited to, the installation of new water meters, customer side ball valves, pressure regulator valves, piping, and the programming of new Automated Meter Reading systems. The scope of services is more particularly defined in Exhibit "A",

attached and made a part hereof. Any additional services must be agreed to by the parties in writing as set forth in Section 19, as an amendment to this Agreement.

- 1.2 In performing the services set forth in this Agreement including Exhibit "A", SPECIALIST shall work closely with the DISTRICT'S General Manager and staff in performing the services in accordance with this Agreement in order to receive clarification as to the result that the DISTRICT expects to be accomplished by SPECIALIST. The General Manager shall be the DISTRICT'S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement.
- 1.3 SPECIALIST represents that its employees have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of the DISTRICT. This means SPECIALIST is able to fulfill the requirements of this Agreement. Failure to perform all services required under this Agreement constitutes a material breach of the Agreement.

2. TERM AND TIMING REQUIREMENTS.

- 2.1 This Agreement will become effective on the date stated above and will continue in effect until the earlier of the completion of services provided for in this Agreement or until terminated as provided under Section 14 of this Agreement.
- 2.2 Performance of work under this Agreement shall be in accordance with the schedule outlined in Exhibit "A" unless otherwise modified in writing as set forth in Section 19. Failure by SPECIALIST to strictly adhere to these timing requirements may result in termination of this Agreement by the DISTRICT.
- 2.3 SPECIALIST shall submit all requests for extensions of time for performance in writing to the General Manager no later than two (2) business days after the commencement of the cause of any unforeseeable delay beyond SPECIALIST'S control and in all cases prior the date on which performance is due if possible. The General Manager shall review all such requests and shall grant reasonable time extensions for unforeseeable delays which are beyond SPECIALIST'S control.
- 2.4 For all time periods not specifically set forth herein, SPECIALIST shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, e-mail or mail.

3. STUDY CRITERIA AND STANDARDS.

All work shall be performed in accordance with applicable DISTRICT, county, state and federal Codes and criteria. In the performance of its professional services, SPECIALIST shall use the degree of care and skill ordinarily exercised by specialists performing the same or similar work under similar conditions.

4. INDEPENDENT CONTRACTOR.

- 4.1 SPECIALIST'S relationship to the DISTRICT shall be that of an independent contractor in performing all services hereunder. The DISTRICT shall not exercise any control or direction over the methods by which CONTRACTOR shall perform its services and functions. The DISTRICT'S sole interest and responsibility is to ensure that the services

covered in this Agreement are performed in a competent, satisfactory and legal manner. The parties agree that no services, act, commission or omission of SPECIALIST or its employee(s) pursuant to this Agreement shall be construed to make SPECIALIST or its employee(s) the agent, employee or servant of the DISTRICT. SPECIALIST and its employee(s) are not entitled to receive from the DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

- 4.2** SPECIALIST shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment requirements with respect to SPECIALIST or its employee(s). SPECIALIST agrees to indemnify, defend and hold the DISTRICT harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) the DISTRICT suffers as a result of SPECIALIST'S failure comply with the foregoing.
- 4.3** SPECIALIST shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SPECIALIST shall report to the DISTRICT any and all employees, agents, and subcontractors performing work in connection with this Agreement, and all shall be subject to the reasonable approval of the DISTRICT.
- 4.4** SPECIALIST shall have no authority, express or implied, to act on behalf of the DISTRICT as an agent, or to bind the DISTRICT to any obligation whatsoever, unless specifically authorized in writing by the General Manager. If SPECIALIST'S services relate to an existing or future DISTRICT construction contract, SPECIALIST shall not communicate directly with, nor in any way direct the actions of, any bidder for that construction contract without the prior written authorization by the General Manager.

5. WORKERS' COMPENSATION INSURANCE.

By SPECIALIST'S signature hereunder, SPECIALIST certifies that SPECIALIST is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and SPECIALIST will comply with such provisions before commencing the performance of the services pursuant to this Agreement.

6. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.

- 6.1** Terms. In this Agreement the term "Existing Conditions" shall mean the following (all collectively "Existing Fault"): a) pressure in excess of 150 psi; b) excessive water pressure variance; c) unreasonable amounts of air in lines and/or equipment; d) unreasonable sediment in the lines and or equipment; e) broken water lines; f) conditions outside the area of work by SPECIALIST and unrelated to work performed by SPECIALIST; g) unreasonable pre-existing deterioration to infrastructure; h) existing substandard materials; i) substandard installation processes; and g) unreasonable damage to water heaters, appliances, plumbing fixtures, irrigation valves, backflow preventers and/or other in-line equipment and devices from unreasonable amounts of existing sediment, failed piping materials.

In this Agreement the term "Claim" shall mean liability from claims, demands, loss, damage, or injury to property or persons, including wrongful death, arising out of a breach

of this Agreement by SPECIALIST, an intentionally wrongful or malicious act by SPECIALIST in its performance under this Agreement or a negligent act or omission by SPECIALIST in its performance under this Agreement. All officers, agents, employees and subcontractors, and their agents, who are employed, contracted or otherwise utilized by SPECIALIST to perform services under this Agreement, shall be deemed officers, agents and employees of SPECIALIST.

- 6.2** SPECIALIST shall defend, indemnify, and hold DISTRICT, its directors, officers and employees and each of them free and harmless from any Claims, including reasonable attorneys' fees and costs, unless those claims arise from or are caused, in whole or in part, by an Existing Fault.

The foregoing indemnity, hold harmless and defense obligation of SPECIALIST shall not apply if the Claim is caused by or arises from, in whole or in part, an Existing Fault. The foregoing indemnity, hold harmless and defense obligation of SPECIALIST shall not apply if the loss, damage or injury is caused by or arises from, in whole or in part, the negligence of, the breach of this Agreement by or the willful misconduct or failure to adhere or comply with any law or regulation of DISTRICT or any of its officers, employees or an indemnified party.

- 6.3** To the extent and in any matter permitted by law, SPECIALIST shall defend, indemnify and hold the DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from and against any assertion that any of the materials, services, hardware or software provided by SPECIALIST to the DISTRICT ("Specialist Products") or the use thereof infringes any patent, copyright or proprietary right of any third party.

- 6.4** With regard to any Claims against DISTRICT which SPECIALIST is required to defend hereunder, SPECIALIST shall defend such Claim at its own cost, expense and risk. The DISTRICT shall be consulted regarding the selection of defense counsel. Should DISTRICT elect to be represented by separate counsel, DISTRICT shall be solely responsible to pay for ~~the~~ such attorney fees and costs, including expert fees, for such separate defense.

6.5

- 6.6** DISTRICT shall defend, indemnify, and hold SPECIALIST and its directors, officers, and employees and each of them free and harmless from any claims, causes of action, loss, demands, damage or injury to person or property (including death) arising from or caused by any Existing Fault, DISTRICT'S negligence or wrongful conduct or DISTRICT'S breach of this Agreement or any law, rule, or regulation of District. The foregoing indemnity, hold harmless and defense obligation of DISTRICT shall not apply if the claim is caused by or arises from, in whole or in part, the negligence of, the breach of this Agreement by or the willful misconduct or failure to adhere to or comply with any law or regulation by SPECIALIST or any of its officers, employees or an indemnified party. SPECIALIST agrees to carry insurance for this purpose as set forth herein including contract liability. Provision of insurance coverage as required by this Agreement shall not affect SPECIALIST'S indemnification, hold harmless and defense obligations. .

- 6.7** SPECIALIST'S and DISTRICT's indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

7. LAWS, REGULATIONS AND PERMITS.

7.1 SPECIALIST shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the services required by this Agreement.

7.2 SPECIALIST shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations (“DIR”). This is further outlined in Exhibit “B”.

- a) SPECIALIST agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, “Prevailing Wage Laws”) and any additional applicable California Labor Code provisions related to such services, including without limitation, payroll recordkeeping requirements. SPECIALIST and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Section 7.2 and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov/dslr>. Copies of the prevailing rate of per diem wages may be accessed at DISTRICT’S administrative office, and shall be made available upon request. SPECIALIST shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the services described in this Section 7.2 of the Agreement available to interested parties upon request, and shall post and maintain copies at SPECIALIST’S principal place of business and at all site(s) where services are performed. SPECIALIST shall defend, indemnify and hold the DISTRICT, its directors, officers, directors, employees, agents and authorized volunteers, and each of them, free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure of SPECIALIST or its subcontractors to comply with Prevailing Wage Laws.
- b) SPECIALIST and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by SPECIALIST or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code sections 1771.4(a)(3)(A) and 1776, including any required redactions. SPECIALIST shall keep the DISTRICT informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. SPECIALIST shall inform the DISTRICT of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. .
- c) Eight (8) hours of work shall constitute a legal day’s work. .
- d) SPECIALIST’S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by SPECIALIST or any of SPECIALIST’S subcontractors. If applicable to the services

performed under this Agreement, SPECIALIST shall comply with such apprenticeship requirements and submit apprentice information to the DISTRICT. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or the Division of Apprenticeship Standards.

- e) SPECIALIST must be, and must require all subcontractors performing services described in this Section 7.2 to be, registered with and have paid the annual fee to the DIR prior to the execution of this Agreement pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project, be awarded a contract for public work on a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. The performance of services described in this Section 7.2 is subject to compliance monitoring and enforcement by the DIR.
- f) SPECIALIST shall require any subcontractors performing services described in this Section 7.2 of the Agreement to comply with all of the requirements stated in this this Section 7.2, including the subsections thereunder.

8. SAFETY.

SPECIALIST shall execute and maintain SPECIALIST'S services so as to avoid injury or damage to any person or property. In carrying out SPECIALIST'S services, SPECIALIST shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the services and the conditions under which the services are to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

9. INSURANCE.

9.1 INSURANCE COVERAGE AND LIMITS.

SPECIALIST shall provide and maintain at all times during the performance of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by SPECIALIST, its agents, representatives, employees or subcontractors. Claims made policies shall not satisfy these insurance requirements unless SPECIALIST notifies DISTRICT and obtains DISTRICT'S prior written consent to the use of such claims made policies.

Coverage – SPECIALIST shall maintain coverage shall be at least as broad as the following:

- a) Coverage for Professional Liability appropriate to SPECIALIST'S profession covering SPECIALIST'S wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.
- b) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- c) Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).
- d) Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

Limits - SPECIALIST shall maintain limits no less than the following:

- a) Professional Liability - One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate.
- b) General Liability - One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- c) Automobile Liability - One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- d) Workers' Compensation insurance with statutory limits as required by California law and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

9.2 REQUIRED INSURANCE PROVISIONS. The insurance policies are to contain, or be endorsed to contain the following provisions:

- a) The DISTRICT, its directors, officers, employees, or authorized volunteers are to be covered as insureds on the CGL and auto policies with respect to liability arising out of automobiles owned, leased, hired, or borrowed by on or behalf of SPECIALIST; and with respect to liability arising out of services or operations performed by or on behalf of SPECIALIST including materials, parts, or equipment furnished in connection with such services or operations. General liability coverage can be provided in the form of an endorsement to SPECIALIST'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its directors, officers, employees, or authorized volunteers. The Project Name shall also be included.

- b) For any claims related to the services provided hereunder, SPECIALIST'S insurance shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it.
- c) Each insurance policy specified above are to state or be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice ten (10) days for non-payment of premium) by U.S. mail has been provided to the DISTRICT.
- d) In the event any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement (if applicable), SPECIALIST shall notify the DISTRICT prior to any changes.
- e) All of the insurance shall be provided on policy forms satisfactory to the DISTRICT. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference this Agreement.

9.3 WAIVER OF SUBROGATION. SPECIALIST hereby agrees to waive rights of subrogation which any insurer of SPECIALIST may acquire from SPECIALIST by virtue of the payment of any loss. SPECIALIST agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of DISTRICT for all services performed by SPECIALIST, its employees, agents and subcontractors.

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

9.5 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise acceptable to the DISTRICT.

9.6 EVIDENCES OF INSURANCE. Prior to execution of this Agreement, SPECIALIST shall furnish the DISTRICT with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before services commence. However, failure to obtain the required documents prior the services beginning shall not waive SPECIALIST'S obligation to provide them.

SPECIALIST shall, upon demand of the DISTRICT at any time, deliver to the DISTRICT complete, certified copies or all required insurance policies, including endorsements, required by this Agreement.

9.7 SUBCONTRACTORS. In the event that SPECIALIST employs subcontractors as part of the services covered by this Agreement, it shall be the SPECIALIST'S responsibility to require and verify that each subcontractor meets the minimum insurance requirements specified in this Agreement.

10. NO CONFLICT OF INTEREST.

If SPECIALIST is providing services related to a DISTRICT project, SPECIALIST shall not be financially interested in any other contract necessary for the undertaking of the project. For the limited purposes of interpreting this section, SPECIALIST shall be deemed a "district officer or employee", and this section shall be interpreted in accordance with California Government Code Section 1090. .

11. OWNERSHIP OF DOCUMENTS AND MATERIALS.

All documents, diskettes, drawings, reports and specifications, including details, computations, and other documents and materials, prepared or provided by SPECIALIST under this Agreement shall be furnished to and become the property of the DISTRICT. The DISTRICT agrees to hold the SPECIALIST free and harmless from any claim arising from any use, other than the purpose intended, of the documents and materials prepared or provided by SPECIALIST. SPECIALIST may retain a copy of all material produced by SPECIALIST under this Agreement for the purpose of documenting their services.

12. CONFIDENTIAL INFORMATION.

Any written, printed, graphic, or electronically or magnetically recorded information furnished by the DISTRICT for SPECIALIST'S use are the sole property of the DISTRICT. SPECIALIST and its employee(s) shall keep this information in the strictest confidence, and will not disclose it by any means to any person except with the DISTRICT'S prior written approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to SPECIALIST'S employees, agents and subcontractors. On termination or expiration of this Agreement, SPECIALIST shall promptly return any such confidential information in its possession to the DISTRICT.

13. COMPENSATION.

13.1 For services performed by SPECIALIST in accordance with this Agreement, DISTRICT shall pay SPECIALIST on a time and materials basis and in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement. **SPECIALIST'S compensation for all services performed in accordance with this Agreement shall not exceed the total contract price of \$1,528,492.00.** No services shall be performed by SPECIALIST in excess of the total contract price without prior written approval of the General Manager. SPECIALIST shall obtain approval from the General Manager prior to performing any services that result in incidental expenses to DISTRICT.

13.2 SPECIALIST shall maintain accounting records including the following information:

- a) Names and titles of employees or agents, types of services performed, and times and dates of all services performed in connection with Agreement that is billed on an hourly basis.
- b) All incidental expenses including reproductions, computer printing, postage, mileage - billed at current Internal Revenue Service ("IRS") Rate, and subsistence.

- 13.3 SPECIALIST'S accounting records shall be made available to the DISTRICT Accounting Manager, for verification of billings, within a reasonable time of the Accounting Manager's request for inspection.
- 13.4 SPECIALIST shall submit monthly invoices to DISTRICT. DISTRICT shall make partial payments to SPECIALIST not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the General Manager. ***Each application for partial payment shall be accompanied with a Progress Report summarizing the status of the services performed.***

13.5 SPECIALIST shall ensure that any report generated under this Agreement shall comply with Government Code Section 7550.

14. **TERMINATION OF AGREEMENT.**

14.1 If SPECIALIST fails to comply with the terms of this Agreement, DISTRICT ("demanding party") shall give written notice of the default (with reasonable specificity) to SPECIALIST and demand the default to be cured within ten (10) calendar days of the notice.

14.2 If SPECIALIST fails to cure the default within ten (10) calendar days of the notice, or if more than ten (10) calendar days are reasonably required to cure the default, and SPECIALIST fails to give reasonably adequate assurance and due performance within ten (10) calendar days of the notice, the DISTRICT may immediately terminate this Agreement upon written notice to SPECIALIST.

14.3 In the event of a threat to health or safety that may not be cured, the DISTRICT may immediately terminate this Agreement by providing written notice and without a cure period.

14.4 Upon termination, the DISTRICT shall pay SPECIALIST for any services completed up to and including the date of termination of this Agreement . The DISTRICT shall be required to compensate SPECIALIST only for services performed in accordance with the Agreement up to and including the date of termination.

15. **ASSIGNMENT AND DELEGATION.**

15.1 This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the SPECIALIST'S duties be delegated or subcontracted, without the express prior written consent of the DISTRICT. Any attempt to assign or delegate this Agreement without the express written consent of the DISTRICT shall be void and of no force or effect. Consent by the DISTRICT to one assignment shall not be deemed to be consent to any subsequent assignment.

15.2 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. **AUDIT DISCLOSURE.**

Pursuant to Government Code section 8546.7, if the Agreement is over Ten Thousand Dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of the DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years

after final payment under the Agreement. SPECIALIST shall cooperate with any such examination or audit at no cost to the DISTRICT.

17. ENTIRE AGREEMENT.

This Agreement, and the attached Exhibit "A", comprise the entire integrated understanding between the DISTRICT and SPECIALIST concerning the services to be performed pursuant to this Agreement and supersedes all prior negotiations, representations, or agreements whether express or implied, oral or written. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein. In the event of any conflict between the provisions of the Agreement and the Exhibit(s), the terms of the Agreement shall prevail.

18. INTERPRETATION OF THE AGREEMENT.

18.1 The interpretation, validity, and enforcement (including, without limitation, provisions concerning limitations of actions) of the Agreement shall be governed by and construed under the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom or rule requiring construction against the draftsman. The Agreement does not limit any other rights or remedies available to the DISTRICT.

18.2 SPECIALIST shall be responsible for complying with all applicable Local, State, and Federal laws, whether or not said laws are expressly stated or referred to herein, in connection with the services SPECIALIST is providing hereunder.

18.3 Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.4 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake of otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith by physically amended to make such insertion.

19. AGREEMENT MODIFICATION.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

20. DISPUTE RESOLUTION.

Upon the written demand of either party, any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall first be submitted to mediation the cost of which shall be borne equally by the parties, if not resolved pursuant to the Government Claims Act, Government Code Section 900 et seq. if applicable, and prior to the commencement of any legal action or other proceeding. Any mediation shall take place in the State of California, County of San Diego, and shall be concluded within sixty (60) calendar days of the written demand,

unless such time is extended by mutual written consent of the parties. Nothing herein waives or excuses compliance with the California Government Claims Act.

In the event that mediation has not been successfully concluded within the time allowed, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of California, County of San Diego, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures if the amount in controversy is equal to or greater than Two Hundred Fifty Thousand Dollars (\$250,000), or pursuant to its Streamlined Arbitration Rules and Procedures if the amount in controversy is less than Two Hundred Fifty Thousand Dollars (\$250,000). The use of arbitration shall allow full discovery by all parties associated with the dispute or claim. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The arbitrator may, in the award, allocate all or a part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. If either party petitions to confirm, correct or vacate the award as provided by Chapter 4 of Title 9 of the California Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of his or its costs to reasonable attorneys' fees to be fixed by the Court.

21. JURISDICTION, FORUM AND VENUE.

Except as otherwise required by Section 20 of this Agreement concerning dispute resolution, the proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, northern district of the County of San Diego. The DISTRICT and SPECIALIST agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. The DISTRICT and SPECIALIST hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement whether on grounds of inconvenient forum or otherwise.

22. MAILING ADDRESSES.

Notices given pursuant to this Agreement shall be deemed communicated as of the earlier of the day of receipt or the fifth (5th) calendar day after deposit in the United States mail, postage prepaid, and addressed to the following:

**DISTRICT: Rainbow Municipal Water District
3707 Old Hwy 395
Fallbrook, CA 92028
Phone: (760) 728-1178**

**SPECIALIST: Concord Environmental Energy, DBA Concord Utility Services
24619 Washington Ave
Suite 202
Murietta, CA 92562
Phone: 800-651-8950**

Notices delivered personally will be deemed communicated as of actual receipt.

23. SIGNATURES.

Each party represents and warrants that the individual executing this Agreement on its behalf has the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of such party.

24. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

25. ATTORNEYS' FEES.

In the event of a dispute arising under terms of this Agreement, it is agreed that the prevailing party may be awarded reasonable attorneys' fees and actual costs.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed.

[TYPE NAME OF SPECIALIST HERE]

RAINBOW MUNICIPAL WATER DISTRICT

By _____
SPECIALIST

By _____
TOM KENNEDY, GENERAL MANAGER

PRINT NAME

Date: _____

Date: _____

Attest: Executive Secretary

Federal Employer ID #

Approved as to Form:
General Counsel

NOTARY ACKNOWLEDGEMENT OF SPECIALIST MUST ACCOMPANY THIS DOCUMENT

EXHIBIT A



Exhibit "A"

Scope of Work for The Water Service Upgrade and Meter Replacement Project

Statement of Work (SOW) RESPONSIBILITIES:

1. RMWD:

- a. Customer Notification of meter replacement date
- b. Scheduling access to meters that are located on customer property's behind fencing
- c. Dig out and remove existing meter box and foliage, exposing legacy meter and equipment to be removed.
- d. Update spreadsheet of what Concord will do at the specific meter location
- e. Inspect meter replacement and new meter serial numbers
- f. Set new meter box and backfill to grade
- g. Procure/update/determine location for signage
- h. Review Excel file from Concord and push to IPS
- i. Review the meter exchange form in Geo Viewer (updated in the field by Concord) and ensure Geo Viewer pushes to EAM

2. Concord:

- a. Replace meter
- b. The following are as necessary and will be updated by RMWD at dig out
 - i. Install customer ball valve
 - ii. Install pressure regulator
 - iii. Take pressure reading after install of PRV from either backflow prevention device or nearest customer hose bib
 - iv. Downsize designated meters
 - v. Update meter exchange form once meter is replaced
 1. In Geo Viewer, using EAM platform for data entry through Meter Exchange form
 2. Documentation to include picture of existing meter dial with read, new meter dial with read, new serial number and new ERT number
 - a. Files to be named using Unique Identifier App Number
 3. Provide Excel data daily for previous day's exchanges



PRICING:

Condition:	Description:	Detail:	Qty:	Unit Cost:	Extended Cost:
2	Small	5/8" to 1" New Meter w/AMR+Iso Valve	4007	\$ 139.41	\$ 558,615.87
2	Intmd	1.5" New Meter w/AMR+Iso Valve	324	\$ 348.52	\$ 112,920.48
2	Intmd	2" New Meter w/AMR+Iso Valve	229	\$ 348.52	\$ 79,811.08
			4560		
3	Small	5/8" to 1" New Meter w/AMR+Iso Valve+PRV	747	\$ 185.88	\$ 138,852.36
3	Intmd	1.5" New Meter w/AMR+Iso Valve+PRV	56	\$ 395.00	\$ 22,120.00
3	Intmd	2" New Meter w/AMR+Iso Valve+PRV	69	\$ 395.00	\$ 27,255.00
			872		
4	Small	5/8" to 1" Retrofit Existing Meter w/AMR+Iso Valve (r&r existing meter)	1692	\$ 154.41	\$ 261,261.72
4	Intmd	1.5" Retrofit Meter w/AMR+Iso Valve (r&r existing meter)	128	\$ 363.52	\$ 46,530.56
4	Intmd	2" Retrofit Meter w/AMR+Iso Valve (r&r existing meter)	101	\$ 363.52	\$ 36,715.52
			1921		
5	Small	5/8" to 1" Retrofit Existing Meter w/AMR+Iso Valve+PRV (r&r existing meter)	317	\$ 200.88	\$ 63,678.96
5	Intmd	1.5" Retrofit Meter w/AMR+Iso Valve+PRV (r&r existing meter)	21	\$ 410.00	\$ 8,610.00



5	Intmd	2" Retrofit Meter w/AMR+Iso Valve+PRV (r&r existing meter)	32	\$	410.00	\$	13,120.00
			370				
		Mobilization	1	\$	1,500.00	\$	1,500.00
		WOMS: Programming and Setup	1	\$	7,500.00	\$	7,500.00
		Professional Services: Project Management	1	\$	150,000.00	\$	150,000.00
		Materials					
		RMWD to procure ALL materials					

Contingency Items:							
CONTG	Non-Scope Item	Plumbing Repair Labor: Licensed Plumber/Pipefitter-	man hours	1	\$	125.00	



		Excludes materials. See Material Contingency Traffic Control- Non- Permitted: excludes	Per man hour	\$	95.00
CONTG	Labor	engineering/permitting			
CONTG	Labor				
RTU	Labor	Box Replacement/Reset in same location, in soil- small			By RMWD
RTU	Labor	Box Replacement/Reset in same location, in soil -medium			By RMWD
RTU	Labor	Box Replacement/Reset in same location, in soil -large			By RMWD
Box Reset: Remove and Replace existing box to access plumbing during Conditions 1,2,3,4,5					
RTU	Labor	Box Replacement: In soil, Increase box size- Small to Medium			By RMWD
RTU	Labor	Box Replacement: In soil, Increase box size- Small to Large			By RMWD
RTU	Labor	Box Replacement: In soil, Increase box size- Medium to Large			By RMWD
RTU	Labor	Clean Out Meter Box: Dirt level to bottom of register collar -Small			By RMWD
RTU	Labor	Clean Out Meter Box: Dirt level to bottom of register collar -Medium			By RMWD
RTU	Labor	Clean Out Meter Box: Dirt level to bottom of register collar -Large			By RMWD
RTU	Labor	Clean Meter Vault:			By RMWD



RTU	Non-Scope Item	Excessive Landscape and Root Removal		By RMWD
RTU	Non-Scope Item	Excavation Soil Only: Excavation and Backfill (Excludes R&R of paving or hard surfaces)	man hours	By RMWD
RTU	Non-Scope Item	Demo: Saw Cut and Demo Paving		By RMWD
RTU	Non-Scope Item	Paving: Replace		By RMWD
RTU	Non-Scope Item	Hauling: Demo Materials or Excess Dirt		By RMWD

ASSUMPTIONS:

1. Unit pricing includes DIR Special Prevailing Wage Determination, Dated: Nov. 17, 2017, Project: Special Prevailing Wage Determination for Advanced Metering Infrastructure (AMI) project. **Pending answer from DIR.**
2. Includes geo coding accuracy at 3 to 5 meters.
3. Unit Pricing Includes all labor, tools, vehicles, & fuel.
4. No other Direct Job Costs have been noted (permits, storage, trailers, etc.). If additional direct Job Costs arise, they will be added at cost plus 15%. All Project Waste including material packaging, misc. trash, pallets, dirt/spoils, plumbing remnants, recycling, and legacy equipment shall be stored at RMWD.
5. There will be a mutually agreed upon contract upon award of the project.
6. A secure staging area, to be provided by Owner, for materials, waste, and fleet vehicle parking.
7. Disposal to be provided by the Owner at same location as staging area for: waste, spoils, hazardous waste, recycle and salvage (including all legacy meters & endpoint radios to be removed from the field).
8. CUS will transport project waste to Owner provided staging area (staging area to be the same location for materials, all project waste and vehicle parking).
9. CUS will not be responsible for final transportation or disposal of any project waste, spoils, or hazardous materials.



10. Demobilization/Remobilization/Stand Down Contingency: The project Mobilization/Demobilization is assumed for a single-phase move on and move off for installation/deployment. If demobilization and remobilization occur during the project due to reasons beyond CUS Utility Service's control (i.e. lack of materials and inventory, lack of data or account information), additional contingency fees will be assessed at cost of actual demobilization/remobilization plus 15%.
 - a. Demobilization/Remobilization Fees: If CUS is forced to demobilize due to lack of inventory (i.e. meters, registers, endpoint modules, lids, boxes, fittings etc.), CUS will invoice for cost plus 15% to move in and out of market (i.e. travel fees, cancellation fees, vehicle transportation fees.)
 - b. Stand Down Time: If CUS is unable to perform due to lack of inventory of materials (i.e. meters, registers, endpoint modules, lids, boxes, fittings etc.), and resources remain deployed, CUS will invoice at \$59.00 per hour, per technician for time CUS stood down.
11. CUS Utility Services will not be held responsible for any inoperative, damaged, or leaky valves.
12. CUS will repair, to a usable and safe condition, any customer side service line break caused by CUS or a CUS Employee, up to 3' on the customer side only for a period of One Year.
13. CUS will not be responsible for repairing breaks/leaks that continue past 3', due to deteriorated infrastructure, such as, but not limited to, rusted galvanized pipe, brittle pvc.
14. CUS will not be responsible for replacing meters that or obstructed by landscape or excessive tree/plant roots in the boxes.
15. Work will not be performed at locations where it is reasonable that damage may occur to customer's property.
16. CUS will be provided safe access to all locations, as needed, and scheduled.
17. It is expected that all hard to find meters will have location descriptions and assistance from the RMWD.
18. CUS is not responsible for performance if access is not granted.
19. Work will not be performed at locations behind locked fences or yards with dogs.
20. CUS will not be responsible for notifying customer other than knocking on the door at the time of installation.
21. CUS will not be responsible for any community outreach programs or program materials other than leaving a door hanger, post installation.
22. Any badging requirements will be done prior to the start of the project.
23. Installation of all materials (meters, plumbing, or meter retrofits) will not be in confined spaces, vaults, or manholes Unless Noted Otherwise (U.N.O.)
24. Any specific requirements not covered under this quote will be reviewed, any additional costs will be invoiced against labor and material contingencies. Any changes in conditions and/or scope shall be brought to RMWD's attention within seven (7) calendar days of CUS being made aware of the change. Proceeding without RMWD's written approval will forfeit any change in scope/fee.
25. Paving or Hard/Solid Surfaces: Excludes removal & replacement of paving or other hard/solid surface locations (concrete, asphalt, etc.). Hard/Solid surfaces are to be removed & replaced by the RMWD
26. The contractor assumes no responsibility of customer claims in existing high-pressure zones including residential, irrigation, commercial and industrial services. **The definition of "high pressure" is being discussed between both parties.**
27. Excludes replumbing RMWD service side pipe.



28. Excludes removing existing PRV on RMWD service side pipe. **Still being discussed by both parties.**
29. During water meter replacement and minor repairs, pipe cleaning techniques consists of purging water, debris, and air through the nearest hose bib (to the work performed) only. Chlorination and sanitation is not applicable.
30. **Project Schedule**

Additional Notes:

Special Prevailing Wage Determination for Advanced Metering Infrastructure (AMI) project
Outlined in Exhibit “B” and pending updated answer from DIR
Draft Schedule: Start date of December 16, 2019
Provide schedule through Project completion
Project: Rainbow Municipal Water District Advanced Metering Infrastructure (AMI) Project
County: San Diego



FAX TRANSMISSION

Urgent Action Needed Please Call To Discuss As You Requested For Your Information

DATE: November 17, 2017

TO: Tom Kennedy

COMPANY: Rainbow Municipal Water District

FAX: 760-728-2575

NUMBER OF PAGES (including this cover page): 3

FROM: Justin Lobo, Research Analyst JL

SUBJECT: Special Prevailing Wage Determination for Advanced Metering Infrastructure (AMI) project
Project: Rainbow Municipal Water District Advanced Metering Infrastructure (AMI) Project
County: San Diego

MESSAGE

Mr. Kennedy,

In response to a request received from the Rainbow Municipal Water District on November 6, 2017, we have enclosed the Director's Special Prevailing Wage Determination S-2017-9 for the aforementioned project within San Diego County. Please note that this determination applies only to the project for which it was requested. This determination is being issued based upon information provided which indicates that the contract for this project has not been let or signed. If the contract is not signed and work is not scheduled to begin within twelve (12) months, please contact the Office of the Director-Research Unit for updated special determinations.

In the absence of a special prevailing wage determination, the awarding body should refer to the Director's General Prevailing Wage Determinations. In addition, please note that any extension or renewal of this contract will require the issuance of either a new special prevailing wage determinations or the use of the general prevailing wage determinations in effect on the date the contract is extended or renewed.

If you have further questions regarding prevailing wage, please contact The Office of the Director - Research Unit at (415) 703-4774. You may also visit our website at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm> to obtain current prevailing wage information.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

Issue Date: November 17, 2017

Determination: S-2017-9

Craft: Meter Technician

Reference: 61-47-4

Project: This prevailing wage determination is being issued pursuant to a request received on November 6, 2017 from the Rainbow Municipal Water District for an AMI project in San Diego County. This wage determination applies only to the project for which it was requested. If this contract is modified or extended, a new determination will be required.

Wage Rates:

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Meter Technician Level I (0-6 Months) ^a	\$23.80*
Meter Technician Level I (After 6 Months) ^a	\$25.93*

Employer Payments: (Labor Code Section 1773.1)

Meter Technician Level I (0-6 Months)

Health & Welfare	\$2.62 per hour worked
Pension	\$1.43 per hour worked
Vacation/Holiday	\$0.92 per hour worked

Meter Technician Level I (After 6 Months)

Health & Welfare	\$2.62 per hour worked
Pension	\$1.56 per hour worked
Vacation/Holiday ^a	\$1.00 per hour worked

^a Applies to employees with 0-4 years of service with the company. Vacation amounts after 4 years are listed below.

5 years	\$1.10	6 years	\$1.30	7-11 years	\$1.50
12 years	\$1.60	13 years	\$1.70	14 years	\$1.80
15 years	\$1.89	16-20 years	\$1.99	21 years	\$2.09
22 years	\$2.19	23 years	\$2.29	24 years	\$2.39
25 years	\$2.49	26 years	\$2.59	27-29 years	\$2.69
30-31 years	\$2.79	32+ years	\$2.99		

Straight Time hours:

Eight (8) hours per day, five (5) consecutive days, Monday through Friday, consisting of forty (40) hours per week.

Overtime:

One and one-half times (1½X) the basic straight-time hourly rate is paid for all daily overtime hours and all hours worked on Saturdays and Sundays. Double (2X) the basic-straight time hourly rate is paid for all hours worked on Holidays and all hours in excess of twelve (12) hours in a day.

Recognized Holidays:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and one (1) of the following days as selected by the employee: Easter, Cesar Chavez Day, Columbus Day, Christmas Eve and New Year's Eve. In addition, new employees shall receive one (1) floating holiday, two (2) floating holidays after 6 months of service with the company.

(Continued)

Travel and Subsistence:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

^a Based on length of service with the employer.

* The rates are in effect throughout the duration of the project.

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ADOPT THE RECOMMENDATIONS IN THE MID-YEAR STAFFING ANALYSIS FOR FISCAL YEAR 2019-2020

BACKGROUND

The Human Resources Manager has prepared an updated staffing analysis that addresses specific operational issues that could be mitigated with a different staffing plan.

The staffing analysis presented to the board in spring of 2019 included a summary of staffing challenges faced in 2018, which included a decrease in the unemployment rate to a 20-year low, its impact on turnover, recruiting capacity, and competitive wages. Part of the turnover included three new department Managers, who all had been employed by the District for less than one year when the staffing analysis was conducted, which provided limited time for them to properly assess staffing needs. Since then, the new management team members have acquired a deeper understanding of operational needs, analyzed labor utilization data from the Enterprise Asset Management (EAM) system, and identified several vulnerabilities that can be mitigated with a different staffing plan.

A complete Mid-Year Staffing Analysis report is attached, and staff will deliver a presentation to the Board to review the current challenges and value that the proposed changes would offer to rate payers.

DESCRIPTION

The Mid-Year Staffing Analysis makes several staff recommendations related to new job classifications for fiscal year 2019-2020 that would address customer service issues, improve financial controls, and increase capacity and mitigate risks in the area of information technology. Specifically, staff recommendations include:

- Redesigning the Customer Service Supervisor position as a **Customer Service and Communications Supervisor**.
- Adding a **Senior Accountant** position to the Finance Department.
- Reclassifying the Administrative Analyst position to an **Information Systems Specialist** series classification.
- Reclassifying the Senior Information Technology and Applications Analyst position as an **Information Technology Manager**.
- Create an IT Department that would include the Information Technology Manager, Information Systems Specialist, Technical Services Lead, and Electrical Technician.

The employees whose jobs would be impacted by these changes are qualified for the reclassified roles and are agreeable to the proposed changes. In fact, it would offer career growth opportunities for each staff member impacted. The only external hire would be as a result of the increase in headcount.

If approved, management staff would meet and confer with the applicable bargaining units prior to implementation in accordance with the Meyers-Milias-Brown Act.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Areas: Customer Service and Communication

- The redesigned Customer Service Supervisor position would make it possible to improve service to customers, reduce hold time, and should reduce overtime.
- Integrating the Customer Service and Communication functions into the same position would increase understanding of the concerns and needs of our customers and the creation of targeted communications content to reduce call volume by offering alternate methods for customers to access key information.

Strategic Focus Area: Fiscal Responsibility

- The new Senior Accountant position would allow the Finance Department to implement monthly and quarterly reconciliation of payables and receivable accounts, accrual journal entries throughout the year, proper month end closing procedures, timely financial reporting, and updated procurement administrative code policies and procedures.
- The increased capacity in Finance will reduce the risk of negative audit findings and allow for more timely and accurate financial reporting throughout the year.
- The redesigned Customer Service Supervisor position would enable a second person to be a backup to the billing function, mitigating the risk of late billing in case of unexpected absences or staff turnover.
- Mitigating the risk of injury, illness, and staff turnover will help prevent the District's worker's compensation, disability insurance, and turnover costs from undue increases.

Strategic Focus Area: Asset Management

- As the District relies more on Information Technology assets to operate with optimal efficiency, a dedicated Information Technology Manager will be able to properly manage the maintenance of these software and hardware assets, as well as mitigate the risk of cybersecurity breaches.
- The creation of the Information Systems Specialist classification will provide timelier user support and coordinate the rollout of the electronic records management system, which will make organizing, searching, and retrieving documents more efficient, as well as mitigate the risk of loss of records in case the physical records are destroyed by water or fire.

Strategic Focus Area: Workforce Development

- Each of the proposed changes will create a promotional opportunity for staff members that would enhance their professional expertise by applying new skills or refocusing their efforts on a different functional area.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Adopt the recommendations in the Mid-Year Staffing Analysis. The funding for these changes will be neutral to the 2019-2020 operating budget and therefore would not impact rates. Following are the anticipated changes:

Operating Budget Item	Reduction	Increase
Springbrook Utility Software	60,000	
Integration of GIS, EAM, ION	138,000	
Administrative Analyst	146,500	
Customer Service Supervisor	136,000	
Customer Service and Communications Supervisor		153,000
Senior Accountant		150,000
Information Systems Specialist		125,000
	<hr/>	
	480,500	\$428,000
	<hr/>	
Net Fiscal Impact	\$52,500	

- 2) Do not adopt the recommendations in the Mid-Year Staffing Analysis.
- 3) Provide staff with further direction.

STAFF RECOMMENDATION

Staff supports option #1 to Adopt the Recommendations in the Mid-Year Staffing Analysis for the fiscal year 2019-2020.



Karleen Harp
Human Resources Manager

December 3, 2019

2019-20 MID-YEAR STAFFING ANALYSIS

EXECUTIVE SUMMARY

The staffing analysis presented to the board in spring of 2019 included a summary of staffing challenges faced in 2018, which included a decrease in the unemployment rate to a 20-year low, its impact on turnover at the District, recruiting capacity, and competitive wages. Part of the turnover included three new department Managers, who all had been employed by the District for less than one year when the staffing analysis was conducted, which provided limited time for them to properly assess staffing needs. Since then, the new management team members have acquired a deeper understanding of operational needs, analyzed labor utilization data from the Enterprise Asset Management (EAM) system, and identified several vulnerabilities that can be mitigated with a different staffing plan.

This report will provide analysis of the basis for the staffing recommendations for the Board's consideration, as well as the risks of inaction and value to rate payers these changes would offer. **Staff has identified other areas to reduce the budget to offset the fiscal impact of the staffing recommendations, creating a budget-neutral proposal that prevents any impact on rates.**

Recommended changes include:

- Redesigning the Customer Service Supervisor position as a **Customer Service and Communications Supervisor** to include public relations and increase time available to support the billing function.
- Adding a **Senior Accountant** position to the Finance Department.
- Reclassifying the Administrative Analyst position to an **Information Systems Specialist** classification, which would have three job classifications ranging from entry level to advanced to offer a promotional career track for this position.
- Reclassifying the Senior Information Technology and Applications Analyst position as an **Information Technology Manager**.
- Create an IT Department that would include the Information Technology Manager, Information Systems Specialist, Technical Services Lead, and Electrical Technician.

The employees whose jobs would be impacted by these changes are qualified for the reclassified roles and are agreeable to the proposed changes. In fact, it would offer career growth opportunities for each staff member impacted. The only external hire would be as a result of the increase in headcount.

The proposed changes are anticipated to improve the level of service to customers, improve billing accuracy, improve financial controls, reduce chances of negative audit findings, relieve burnout, and decrease the likelihood of staff turnover. Due to value these changes would offer rate payers and the risks of inaction, which are described in more detail later in this document, the management staff recommends implementing these recommendations immediately, rather than waiting for the next budget cycle.

OPERATIONAL NEEDS ASSESSMENTS

CUSTOMER SERVICE

In 2018, the District created more mid-level supervisory roles to reduce the span of control of the Management team, as well as to provide opportunities for career development as a long-term succession planning strategy. One of the new positions included a Customer Service Supervisor, which was added in September 2018. The position was intended to reduce the span of control of the Finance Manager and provide more direct support to the Customer Service Representatives without adding to headcount.

Analysis of the time the former Finance Manager spent supervising the Customer Service Department in the year before this position was created showed approximately 13% of time had been spent overseeing Customer Service. Based on this information, staff made the recommendation to create a new Customer Service Supervisor position without adding to headcount. The job was designed with the duties of an Accounting Specialist included, and it was estimated that 25% of time would be spent supporting Customer Service.

Now that the Customer Service Supervisor position has been in place for a full year, an evaluation of the effectiveness of the job design and challenges still facing the Customer Service Department is possible. There are four main challenges the department is facing:

Consistent Service Levels

The Customer Service Department needs multiple redundancies and cross trained staff members to deliver a consistent level of service to customers and ensure operational continuity in case of time off, turnover, and special projects. With three Customer Service Representatives, there are 666 hours per year when one of them is on a lunch break or 15-minute break, and in the past three years, the total PTO hours used in the Department has ranged from 291 – 479, averaging 407 hours per year. There are also only two representatives scheduled on most Fridays, which is another 392 hours. These routine scheduling conditions result in 1,465 hours per year when there are only two customer service representatives scheduled to answer phones. This is 74% of the hours a full-time employee would work, and it does not include any time a representative is pulled away for a special project, nor does it account for increased call volumes when District projects impact customers.

The past several years, the Customer Service Department relied heavily on temporary labor for special projects and a long-term fill in from the Meters Department when vacancies and absences occurred, but neither of those solutions solve these routine staffing issues.

When there aren't employees from other Departments available to fill in, it can result in very long wait times when customers call in. For example, since the District has been able to reliably track call data, the average time in the call queue and the average talk time have each been just three minutes. However, the longest time in the queue was 1 hour and 9 minutes, and the longest talk time was 49 minutes. The disparity between the average call handle time and the maximum represents the impact that being short staffed can have on the level of service the District's customers experience.

Billing

During the 3-4 days that lead up to the billing date for each of the 3 cycles, the biller must refrain from answering phones. This represents close to 1,000 hours per year of restricted availability in addition to

the scheduling challenges described above. When the current Customer Service Supervisor (whose job also handles finance functions) has deadlines related to Finance, customer service issues cannot be given the immediate attention they deserve. A Supervisor who has the bandwidth to be cross trained in all aspects of billing, collections and customer service would enable additional emergency coverage in these areas, in addition to answering phones when needed. This cross training would also give the Supervisor the exposure to ideas for efficiency in the department and keep them attuned to the areas in which the District needs to communicate with customers more effectively.

Overtime

In addition to having a negative impact on customers, when call volumes are high or the department is short staffed and the biller needs to answer phones, it results in overtime in order to meet billing and collections deadlines. Customer Service staff worked more than 500 hours of overtime in the past 12 months due to these constraints, with only 60 of those overtime hours being directly attributed to the IPS implementation.

Capacity for Special Projects and Unusual Circumstances

Given that the current staffing level has capacity limitations under routine circumstances, the ability to meet escalated workloads and call volumes during implementation of various projects has been and would continue to be a problem without additional staff. The District still receives higher call volume due to the billing software implementation, and this higher volume is expected to continue throughout the duration of the Water Service Upgrade Project (WSUP).

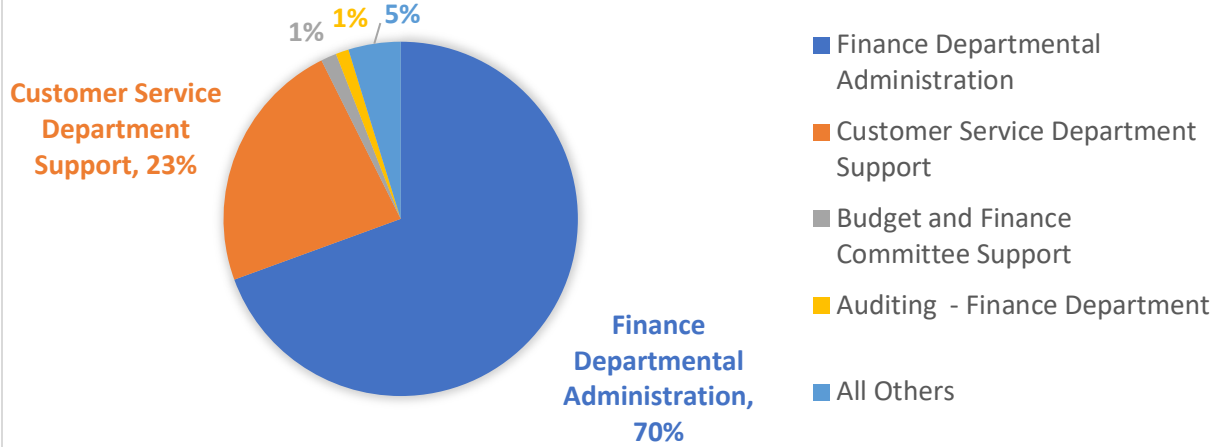
Time Allocation of Customer Service Supervisor

Actual time allocation data is now available for the Customer Service Supervisor, rather than estimates. Analysis shows that the ratio of time spent on Customer Service and Finance was very different than what had been anticipated. It was estimated that about ~25% of time would be spent in Customer Service supervisory duties, and ~70% of time would still be spent on accounting functions, and the remainder of time spent on smaller categories of tasks. Any overflow accounting workload was anticipated to be shifted to the Finance Manager based on the reduction in time they would need to spend supervising Customer Service.

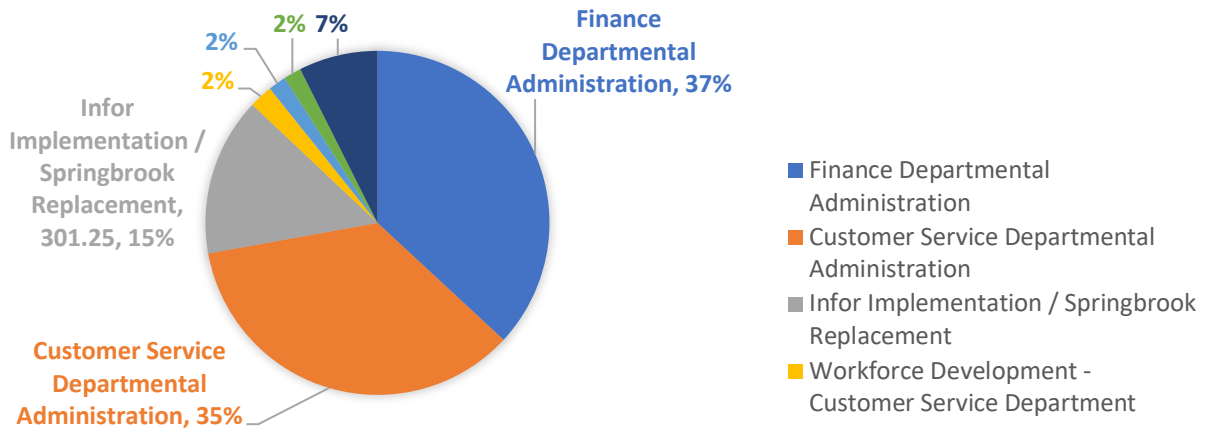
The Customer Service Supervisor spent an additional 26%, or 450 more hours, on customer service duties than anticipated, yet there are still areas where the District does not have the capacity to properly meet both the service demands in the event of any staffing shortage without working excessive overtime, and complete all the tasks that the Finance Department needs done.

The charts on the following page demonstrate the differences between predicted and actual time allocation ratios.

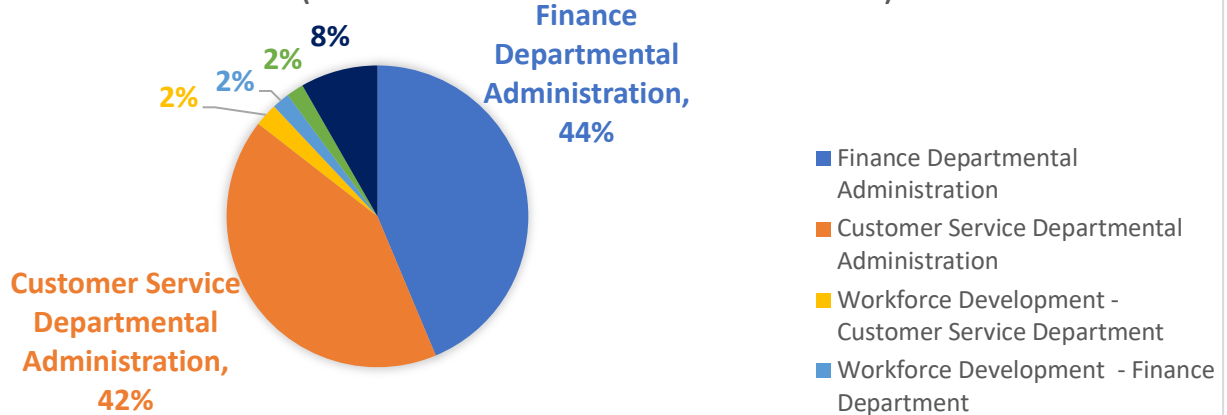
**PREDICTED TIME ALLOCATION
FOR CUSTOMER SERVICE SUPERVISOR POSITION CREATED IN 2018**



**ACTUAL TIME ALLOCATION OF CUSTOMER SERVICE SUPERVISOR - FIRST YEAR
INCLUDES 213 OVERTIME HOURS**



**TIME ALLOCATION RATIOS OF CUSTOMER SERVICE SUPERVISOR - FIRST YEAR
(EXCLUDING INFOR IMPLEMENTATION PROJECT)**

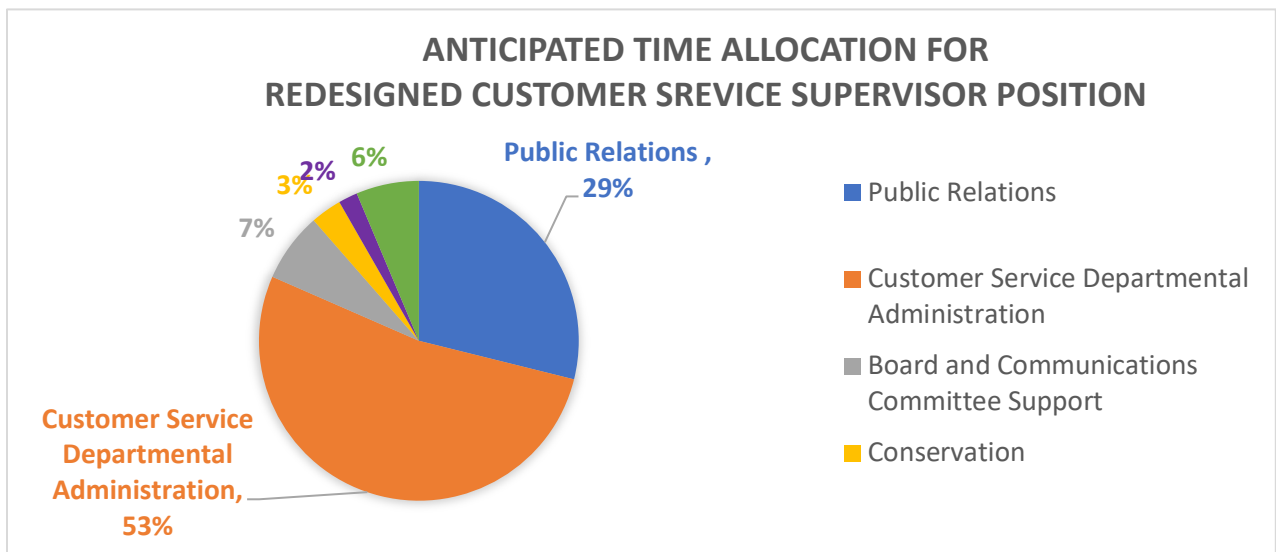


Recommended Customer Service Staffing Solution:

Customer Service and Communications Supervisor

Staff recommends redesigning the Customer Service Supervisor position so that it does not include other accounting duties, aside from billing, and so this position can focus primarily on delivering a high level of service and communication to our customers. In addition, since public relations and community outreach are important ways the District communicates with our customers, those duties can be integrated into this position and this person will support the activities of the Communications Committee.

Aside from supervising the Customer Service staff and public relations, a key responsibility of this position would be to serve as backup to billing. This person would need to be fully cross trained and provide assistance during each billing cycle to ensure that billing is processed on time. This position will also help the entire department by answering phone calls when billing is being processed, which will reduce call hold times and deliver better service to our rate payers. The chart below depicts the estimated time allocation to each function for the proposed redesigned Customer Service Supervisor job.



FINANCE DEPARTMENT

The current Finance Manager started with the District in November of 2018. Since that time, she has assessed the allocation of responsibilities in the Finance Department and identified several areas where there are not sufficient labor resources to properly perform all the duties within the department with proper separation of duties, internal controls and cross training for backup coverage.

Currently, the Finance Manager is the only position at the District required to have a professional level of accounting and finance expertise, with the corresponding education, training, and certifications. Only having one person with this level of proficiency creates a significant labor resource constraint that prevents implementation of accounting best practices that are not currently in place, including monthly and quarterly reconciliation of payables and receivable accounts, accrual journal entries throughout the year, proper month end closing procedures, timely financial reporting, and updated procurement administrative code policies and procedures. In addition, it creates a vulnerability to the District because there is no qualified backup person in the event of unexpected time off or turnover of the Finance Manager.

The closest position to a backup for the Finance Manager is the Customer Service Supervisor. However, as described above, the estimated time available to perform finance duties was expected to be 70% for this position, but it was actually only 37% of time worked in the past year. Even excluding the time spent on the Infor software implementation it would have only been about 44%. This difference represents approximately 450 fewer hours of work supporting the Finance Department than was previously estimated, adding to the already heavy workload of the Finance Manager, who has worked an average of 10, and up to 30 additional (non-compensated overtime) hours per pay period over the past year. While this is justifiable for one-time projects like the Infor implementation, this level of workload is not sustainable in the long term without risking employee burnout, turnover, and health.

Recommended Finance Department Staffing Solution:

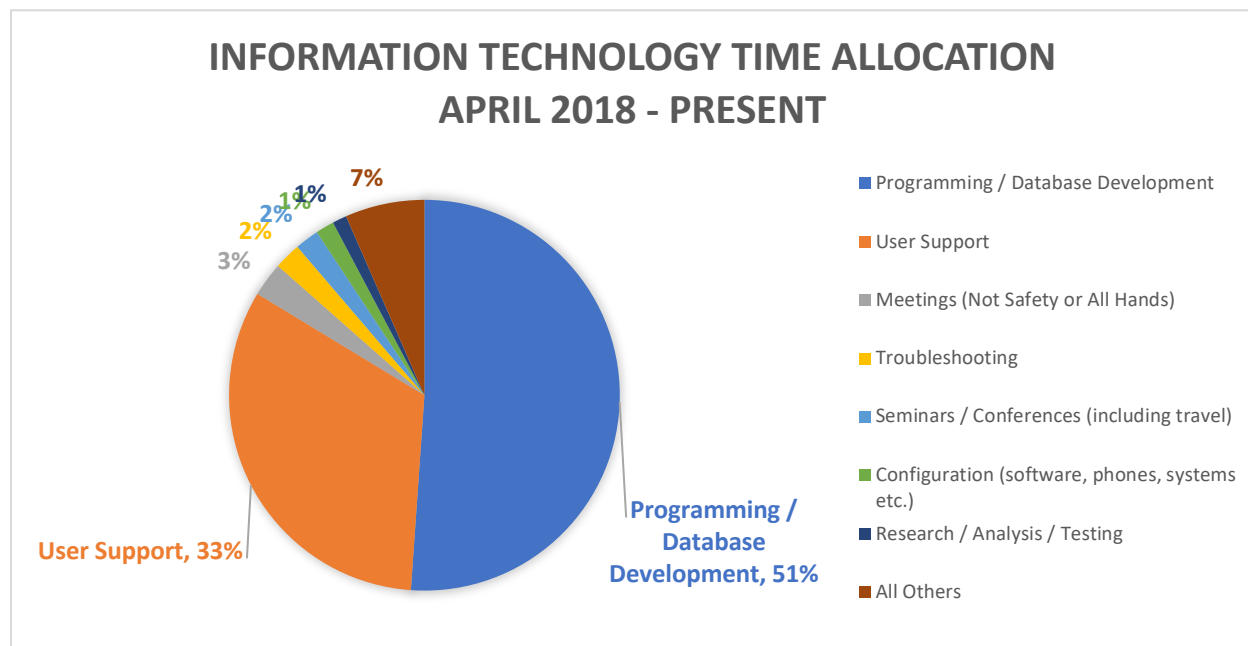
Restore a **Senior Accountant** position to the Finance department. This is a position that has existed at the District previously and was eliminated after some retirements. Staff assessment is that this position is vital in order to assure proper internal controls and separation of duties. The Senior Accountant would take on the additional reconciliation duties, budget planning, and provide significant assistance with the month end and year end reconciliations, along with the accounting duties currently being performed by the Customer Service Supervisor.

These changes would decrease overtime, increase our ability to have proper cross training for billing, payroll and accounts payable, while also ensuring that the current staff is able to have a healthy work/life balance with less chance of burnout or stress related illness.

INFORMATION TECHNOLOGY DEPARTMENT

The District first added a full-time employee to meet the District’s IT needs in 2015. In 2018 the position was redesigned to include more applications development functions in addition to network administration and user support. This proved extremely valuable to the District during recent software implementations, when having an in-house resource capable of doing development and software integration work made it financially feasible to implement the Infor product.

Since April of 2018, the Sr. IT and Applications Analyst has spent 48% of their time doing programming and development (33% related to implementation). Spending this labor resource on programming provides significant value to the District. For example, the original quote the District received for the IPS Utility Billing implementation project was for \$960,000. Instead, the District was able to do a majority of the work in-house for \$132,120. The savings could not have been possible without this in-house labor resource. However, it meant that only 33% of their time was available for user support, leaving many users to wait to have issues resolved.



While Infor implementation was a one-time project, all software needs ongoing maintenance in order to optimize its capabilities. The District is constantly seeking additional technology solutions that will improve efficiency and enable staff throughout the District to increase bandwidth without additional staff in other areas. These technology solutions, additional mobile devices, and new software platforms require significant Information Technology labor resources to deploy and support end users properly.

The current Sr. IT and Applications Analyst has worked 464 additional (non-compensated overtime) hours since he started in April 2018, which is not a level that is healthy and sustainable in the long term. The heavy workload exacerbates the risk of burnout and employee health issues, which increases the risk to the District associated with what is known as “the Bus Factor” in the IT industry. The Bus Factor refers to the weakness of an IT system. The concept is that if a limited amount of people know information regarding a project, password, or infrastructure and they are “hit by a bus,” that knowledge will be lost and could jeopardize the functionality of the whole system. The District has already felt the impact of this risk with the sudden turnover of the former IT Administrator in 2017 when the District

had to hire a consulting company to meet our interim needs, costing the District \$93,000 in consulting fees.

Recommended Information Technology Staffing Solutions:

- 1) Replace the Administrative Analyst position with an **Information Systems Specialist** position that will be primarily dedicated to IT user support and coordinating the District’s records retention programs, including the transformation to electronic records. Even though the District has taken measures to ensure that total loss of information does not occur, the redundancy of District IT staff would help ensure continuity at any time. In addition, having an additional IT person would allow us to:
 - *User support.* This position would handle the lower level IT tasks, which would free the higher-level staff to focus more time on the value-added tasks that require advanced IT knowledge.
 - *Perform better data quality tests.* By performing better data quality tests, the District will be able to detect issues that could arise with billing and be better equipped and have better data for analysis
 - *Perform data analysis,* which makes us better prepared to resolve field issues, find out where we excel and where we need improvement with our day to day jobs.
 - *Perform more security and penetration tests,* to fend off or prepare for potential cybersecurity threats
 - Increase our Network and Wi-Fi infrastructure

- 2) Reclassify the Sr. IT and Applications Analyst position as an **Information Technology Manager** position. If the addition of an Information Systems Specialist position is approved, it would make sense for this position to report to an IT Manager rather than the General Manager, as the Administrative Analyst currently does. The Information Technology function is increasingly a strategic function that allows the District to increase service capacity while minimizing additional staff members. A management level position will allow this position to be involved in more decisions that impact the entire District and offer IT solutions that other functional managers may not think of.

- 3) If an IT Manager position were to be approved, it would make sense for the Technical Services Lead and Electrical Technician to be under the IT Department rather than reporting directly to the Operations Manager. This would reduce the number of direct reports for Operations Manager and would enable more seamless collaboration between IT and the SCADA and electrical functions, which are all closely related.

FISCAL IMPACT AND FUNDING SOURCES FOR RECOMMENDED CHANGES

The funding for these changes will be neutral to the operating budget and therefore would not impact rates. Following are the anticipated changes:

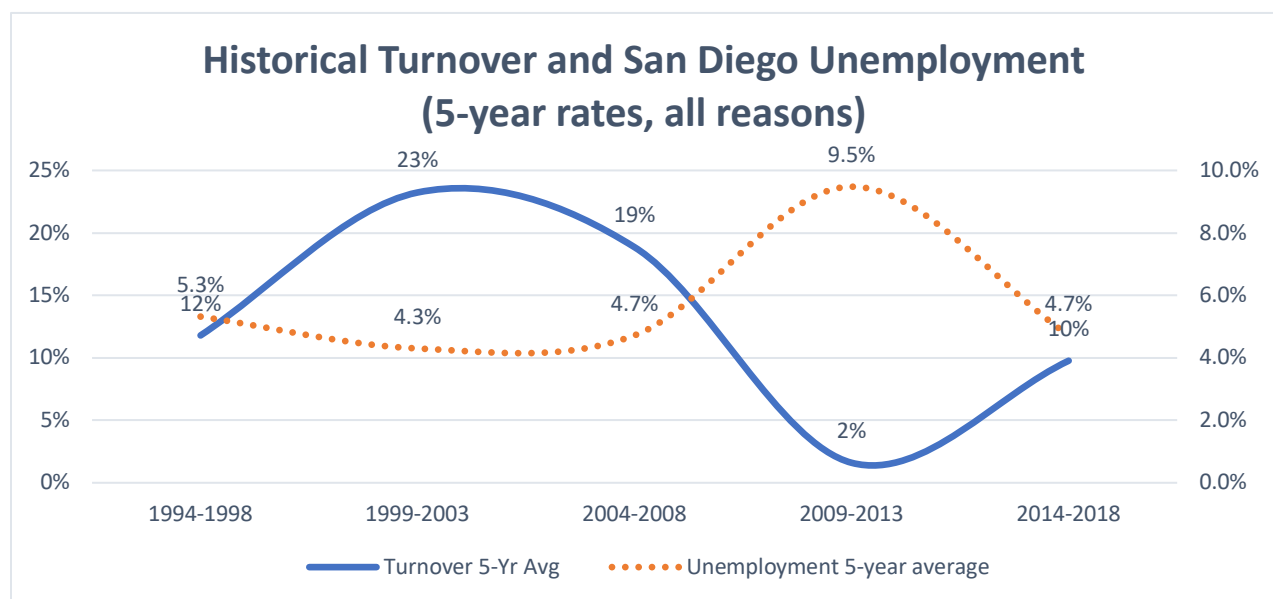
Operating Budget Item	Reduction	Increase
Springbrook Utility Software	60,000	
Integration of GIS, EAM, ION	138,000	
Administrative Analyst	146,500	
Customer Service and Communications Supervisor		17,000
Senior Accountant		150,000
Information Systems Specialist		125,000
	344,500	\$292,000
Net Fiscal Impact	\$52,500	

RISK ASSOCIATED WITH NOT IMPLEMENTING RECOMMENDATIONS

Each Department assessed in this report is currently experiencing staffing constraints and has an impaired ability to serve the District with current staffing levels. Not taking action to mitigate these risks increases the chances of employee injuries, stress related illnesses and staff turnover.

Turnover Risk

With the exceptionally low unemployment rate, the risk of turnover is exacerbated. When employees experience overwhelming workloads or are not receiving career development opportunities, they are more likely to be open to employment elsewhere. When those conditions are combined with lower unemployment that forces other employers to more aggressively recruit talent, it creates an elevated risk of turnover, as is evident when comparing 5-year average historical turnover rates with the unemployment rate, as depicted in this chart:



While it would be impossible to measure what does not happen if the District takes preventive measures, there is data available to indicate what these issues have cost the District previously. For example:

- Recruitment costs for fiscal year 2018-19 were \$16,881.48 in direct expenses, plus 1,065 hours of staff time to recruit and onboard new staff members.
- The District's most expensive worker's compensation claim is related to a stress related illness in the Customer Service Department (\$94,443), which is still open from 2014.
- Three District employees have had heart-attacks since 2017, and others may be at risk. While these were not directly work related, a high workload can increase risk to an employee with a genetic predisposition and lifestyle risk factors.

VALUE TO RATE PAYERS

In addition to the adverse impact on staff and the avoidance of expenses related to turnover, illness or injuries, there are specific benefits the District's rate payers will receive as a result of these staffing changes, which directly correlate to the focus areas in the District's Strategic Plan.

CUSTOMER SERVICE & COMMUNICATION

- The redesigned Customer Service Supervisor position would make it possible to improve service to customers, reduce hold time, and should reduce overtime.
- Integrating the Customer Service and Communication functions would increase understanding of the concerns and needs of our customers and the creation of targeted communications content to reduce call volume by offering alternate methods for customers to access key information.

FISCAL RESPONSIBILITY

- The new Senior Accountant position would allow the Finance Department to implement monthly and quarterly reconciliation of payables and receivable accounts, accrual journal entries throughout the year, proper month end closing procedures, timely financial reporting, and updated procurement administrative code policies and procedures.
- The increased capacity in Finance will reduce the risk of negative audit findings and allow for more timely and accurate financial reporting throughout the year.
- The redesigned Customer Service Supervisor position would enable a second person to be a backup to the billing function, mitigating the risk of late billing in case of unexpected absences or staff turnover.
- Mitigating the risk of injury, illness, and staff turnover will help prevent the District's worker's compensation, disability insurance, and turnover costs from undue increases.

ASSET MANAGEMENT

- As the District relies more on Information Technology assets to operate with optimal efficiency, a dedicated Information Technology Manager will be able to properly manage the maintenance of these software and hardware assets, as well as mitigate the risk of cybersecurity breaches.
- The creation of the Information Systems Specialist classification will provide timelier user support and coordinate the rollout of the electronic records management system, which will make organizing, searching, and retrieving documents more efficient, as well as mitigate the risk of loss of records in case the physical records are destroyed by water or fire.

WORKFORCE DEVELOPMENT

- Each of the proposed changes will create an opportunity for staff members to enhance their professional expertise by applying new skills and refocusing their efforts on a different functional area.

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 19-13 — A RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RANGES FOR DISTRICT EMPLOYEES AND THE GENERAL MANAGER EFFECTIVE DECEMBER 3, 2019 THROUGH JUNE 30, 2020.

BACKGROUND

In compliance with state and CalPERS regulations, the District maintains a Salary Grade structure that includes all job titles, salary grade levels, and monthly salary ranges for each grade. The table is available for public review, accessible from the Rainbow MWD website, and is published on a website hosted by the California State Controller.

Staff will present a mid-year staffing analysis to the Board under a separate action item. If the Board approves the recommendations in the Mid-Year Staffing Analysis, then the job titles and salary grade structure will need to be updated to reflect those changes. If the Board does not approve the Mid-Year Staffing Analysis recommendations, then this resolution would not be necessary.

Approving Resolution No. 19-13 will add the new positions to the salary grade structure and allow staff to meet and confer with the bargaining units on the impacts of the changes.

DESCRIPTION

The grade structure included in Resolution No. 19-13 adds new job titles into the salary grade structure. Resolution No. 19-13 rescinds Resolution No. 19-12

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Updating this document with current information allows the District to comply with CalPERS requirements and California Code of Regulations 570.5 and 571.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

Resolution 19-13 allows the District to comply with CalPERS requirements and meet the District’s operational needs.

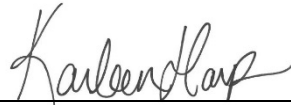
The staffing changes proposed will result in a net increase to wages and benefits of approximately \$145,5000, which will be offset by a \$198,000 decrease in other areas of the operating budget.

1. Option 1: Approve Resolution No. 19-13 as presented and direct staff to finalize job descriptions and fill the new positions.
2. Option 2: Do not approve Resolution No. 19-13. No staffing changes will take place as a result of this action.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 19-13 if the Board also approved the Mid-Year Staffing Analysis recommendations.

If the Board does not approve the Mid-Year Staffing Analysis recommendations, then staff recommends not approving Resolution 19-13.



Karleen Harp, COSM
Human Resources Manager

12/03/2019

RESOLUTION NO. 19-132

RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY RATES OF PAY FOR DISTRICT EMPLOYEES EFFECTIVE ~~SEPTEMBER 24~~DECEMBER 3, 2019 THROUGH JUNE 30, 2020

Exempt Salary Grade	Monthly Salary Range/ Biweekly Rate / Hourly Equivalent	Job Titles
GM	\$15,069- \$21,700/ \$6,955.20 - \$10,015.20 \$86.94 - \$125.19	General Manager
E11	\$10,678.83 - \$15,377.08 / \$4,928.80 - \$7,096.80 / \$61.61- \$88.71	District Engineer Finance Manager Operations Manager
E10	\$9,285.47- \$13,462.80 / \$4,285.60 - \$6,213.60 / \$53.57 – \$77.67	Human Resources Manager Information Technology Manager
E9	\$8,075.60 - \$11,708.67 / \$3,727.20 - \$5,404.00 / \$46.59 - \$67.55	Associate Engineer Construction and Maintenance Superintendent Project Manager Senior IT and Applications Analyst Water Operations Superintendent
E8	\$7,021.73 - \$10,179.87 / \$3,240.80 - \$4,698.40 / \$40.51 - \$58.73	Information Technology and Applications Analyst Risk Management Officer Senior Accountant Wastewater Superintendent

Non-Exempt Salary Grade	Monthly Salary Range/ Hourly Range	Job Titles
N7	\$6,701.07 - \$9,717.07 / \$38.66 - \$56.06	Customer Service and Communications Supervisor Executive Assistant/Board Secretary Lead Operator Senior Engineering Inspector Technical Services Team Lead
N6	\$5,827.47 - \$8,450.00 / \$33.62 - \$48.75	Administrative Analyst Crew Leader – Valve Maintenance Crew Leader – Construction & Maintenance Customer Service Supervisor Electronic / Electrical Technician II Information Systems Specialist III Meter Services Supervisor System Operator III
N5	\$5,066.53 - \$7,345.87 / \$29.23 - \$42.38	Accounting Specialist II Electrical / Electronics Technician I Engineering Technician II Information Systems Specialist II Mechanic II

		Senior Meter Services Technician System Operator II Utility Worker III – Construction Utility Worker III – Valve Maintenance Utility Worker III – Wastewater Services
N4	\$4,406.13 - \$6,387.33 / \$25.42 - \$36.85	Accounting Specialist I Administrative Assistant II Cross Connection Control and Backflow Technician Engineering Inspector I Engineering Technician I <u>Information Systems Specialist I</u> Purchasing & Inventory Control Specialist II System Operator I Utility Worker II – Construction Utility Worker II/III – Meter Services Utility Worker II – Valve Maintenance Utility Worker II – Wastewater Services
N3	\$3,830.67 - \$5,555.33 / \$22.10 - \$32.05	Administrative Assistant I Customer Service Representative II Development Services Representative Purchasing / Inventory Control Specialist I Utility Worker I – Construction Utility Worker I – Meter Services Utility Worker I – Valve Maintenance Utility Worker I – Wastewater Services
N2	\$3,329.73 - \$4,830.80 / \$19.21- \$27.87	Customer Service Representative I Human Resources Assistant
N1	\$2,813.20 - \$4,080.27 / \$16.72 - \$24.25	Interns

Legacy Salary Grade	Monthly Salary Range/ Hourly Range	Job Titles
L5/L6	\$4,884-\$6,408 / \$28.18 - \$37.71	Utility Worker II/III – Meter Services

Resolution No. 19-132 rescinds Resolution No. 19-1209.

PASSED, APPROVED, AND ADOPTED in Open Session at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 3RD 24th–day of September-December 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

RESOLUTION NO. 19-13

RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY RATES OF PAY FOR DISTRICT EMPLOYEES EFFECTIVE DECEMBER 3, 2019 THROUGH JUNE 30, 2020

Exempt Salary Grade	Monthly Salary Range/ Biweekly Rate / Hourly Equivalent	Job Titles
GM	\$15,069- \$21,700/ \$6,955.20 - \$10,015.20 \$86.94 - \$125.19	General Manager
E11	\$10,678.83 - \$15,377.08 / \$4,928.80 - \$7,096.80 / \$61.61- \$88.71	District Engineer Finance Manager Operations Manager
E10	\$9,285.47- \$13,462.80 / \$4,285.60 - \$6,213.60 / \$53.57 – \$77.67	Human Resources Manager Information Technology Manager
E9	\$8,075.60 - \$11,708.67 / \$3,727.20 - \$5,404.00 / \$46.59 - \$67.55	Associate Engineer Construction and Maintenance Superintendent Project Manager Senior IT and Applications Analyst Water Operations Superintendent
E8	\$7,021.73 - \$10,179.87 / \$3,240.80 - \$4,698.40 / \$40.51 - \$58.73	Information Technology and Applications Analyst Risk Management Officer Senior Accountant Wastewater Superintendent

Non-Exempt Salary Grade	Monthly Salary Range/ Hourly Range	Job Titles
N7	\$6,701.07 - \$9,717.07 / \$38.66 - \$56.06	Customer Service and Communications Supervisor Executive Assistant/Board Secretary Lead Operator Senior Engineering Inspector Technical Services Team Lead
N6	\$5,827.47 - \$8,450.00 / \$33.62 - \$48.75	Administrative Analyst Crew Leader – Valve Maintenance Crew Leader – Construction & Maintenance Customer Service Supervisor Electronic / Electrical Technician II Information Systems Specialist III Meter Services Supervisor System Operator III
N5	\$5,066.53 - \$7,345.87 / \$29.23 - \$42.38	Accounting Specialist II Electrical / Electronics Technician I Engineering Technician II Information Systems Specialist II Mechanic II Senior Meter Services Technician System Operator II

		Utility Worker III – Construction Utility Worker III – Valve Maintenance Utility Worker III – Wastewater Services
N4	\$4,406.13 - \$6,387.33 / \$25.42 - \$36.85	Accounting Specialist I Administrative Assistant II Cross Connection Control and Backflow Technician Engineering Inspector I Engineering Technician I Information Systems Specialist I Purchasing & Inventory Control Specialist II System Operator I Utility Worker II – Construction Utility Worker II/III – Meter Services Utility Worker II – Valve Maintenance Utility Worker II – Wastewater Services
N3	\$3,830.67 - \$5,555.33 / \$22.10 - \$32.05	Administrative Assistant I Customer Service Representative II Development Services Representative Purchasing / Inventory Control Specialist I Utility Worker I – Construction Utility Worker I – Meter Services Utility Worker I – Valve Maintenance Utility Worker I – Wastewater Services
N2	\$3,329.73 - \$4,830.80 / \$19.21- \$27.87	Customer Service Representative I Human Resources Assistant
N1	\$2,813.20 - \$4,080.27 / \$16.72 - \$24.25	Interns

Legacy Salary Grade	Monthly Salary Range/ Hourly Range	Job Titles
L5/L6	\$4,884-\$6,408 / \$28.18 - \$37.71	Utility Worker II/III – Meter Services

Resolution No. 19-13 rescinds Resolution No. 19-12.

PASSED, APPROVED, AND ADOPTED in Open Session at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 3RD day of December 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 19-14, APPROVING ADDENDUM C TO THE MEMORANDUMS OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEES ASSOCIATION AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES

BACKGROUND

The existing Memorandums of Understanding (MOU) with the Rainbow Employees Association (REA) and the Rainbow Association of Supervisors and Confidential Employees (RASCE) includes a provision to create a committee made up of District Representatives of Employees And Management (DREAM team) for the purpose of reviewing and negotiating in good faith any changes to the Agreement during the term of the current MOU. Any mutually agreed upon changes will be put in writing and acknowledged by all parties.

The DREAM team has reached an agreement on a replacement to Addendum B to the Memoranda of Understanding pertaining to Uniforms with an Addendum C.

DESCRIPTION

The proposed replacement Addendum C will rescind and replace Addendum B and remain in effect until the end of the current MOU term of June 30, 2021.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Five: Customer Service - The proposed Addendum will enable employees to be easily recognizable to rate payers and members of the public and promote a professional image when employees attend outside events and conferences.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Resolution No. 19-14 Approving Addendum C

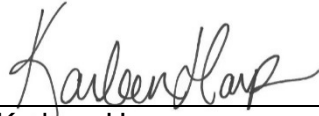
Fiscal Impact: The exact fiscal impact unknown because it depends on the specific apparel selected by employees, however the total cost for jackets is expected to be close to \$2,500, which would be similar to the cost associated with purchasing jackets as required in the Addendum B that this addendum replaces.

- 2) Provide staff with further direction.

- 3) Do not approve Resolution No. 19-14.

STAFF RECOMMENDATION

Staff supports Option #1 to Approve Resolution No. 19-14 Approving Addendum C to rescind and replace Addendum B in the MOUs between the District and the Rainbow Employees Association and Rainbow Association of Supervisors and Confidential Employees.



Karleen Harp
Human Resources Manager

December 3, 2019

RESOLUTION NO. 19-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING ADDENDUM C TO THE MEMORANDA OF UNDERSTANDING
WITH RAINBOW EMPLOYEES ASSOCIATION AND
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**

WHEREAS, the District Representatives of Employees and Managers have met and negotiated in good faith regarding changes to the terms of Addendum B of the current Memoranda of Understanding between the District and Rainbow Employees Association and Rainbow Association of Supervisors and Confidential Employees; and

WHEREAS, the District Representatives of Employees and Managers have reached agreement on new terms pertaining to uniforms; and

WHEREAS, the terms have been included in Addendum C;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 19-14, approving Addendum C to the Memoranda of Understanding with the Rainbow Employees Association and the Rainbow Association of Supervisors and Confidential Employees for the term of July 6, 2017 through June 30, 2021.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Rainbow Municipal Water District held on the 3rd day of December 2019 by the following vote, to wit:

**AYES:
NOES:
ABSENT:
ABSTENTIONS:**

Helene Brazier, Board President

ATTEST:

Dawn Washburn, Board Secretary

ADDENDUM C

**RESCINDS AND REPLACES ADDENDUM B
TO THE MEMORANDA OF UNDERSTANDING
BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND
RAINBOW EMPLOYEES ASSOCIATION AND
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**

UNIFORMS – FIELD PERSONNEL

The District shall provide up to eleven (11) uniform (shirt and pants) changes biweekly to employees who are required to wear uniforms and where customer recognition as a District employee is required in the field. The District shall reserve the right to select the style and color of the work clothing and will provide laundry service for rented uniforms.

In addition to the uniforms, the District will provide two logo t-shirts to all field personnel and one short-sleeved polo shirt. Employees wishing to substitute additional t-shirts or polo shirts in lieu of uniform shirts may do so.

UNIFORMS – OFFICE PERSONNEL

The District will provide two (2) logo shirts to all office employees, which employees may select from approved polo and long sleeved dress shirt styles. Employees who work in Customer Service or whose job requires more frequent customer contact may be issued additional polo shirts or dress shirts with General Manager's approval.

UNIFORMS – ALL PERSONNEL

Employees may choose between one purchased jacket, one hoodie sweatshirt, or one cardigan sweater every other year. No laundry services will be provided for purchased logo attire.

New hires will be provided with their District logo attire within the first 30 days, then on the same replacement schedule as other employees.

Employees attending outside events such as conferences or trainings are expected to wear business attire, or the District logo shirt with a collar.

In order to prevent impersonation of District personnel, logo apparel should never be thrown away at home or donated. All logo apparel shall be returned to the District when it is damaged or worn out, or upon separation of employment. When purchased logo attire becomes damaged or worn out before the next purchase is due, it may be turned in to purchasing for a new replacement with the employee's Manager's approval.

Approved by the Board of Directors of Rainbow Municipal Water District on December 3, 2019.

AGREED TO BY:

Helene Brazier, Board President
RAINBOW MUNICIPAL WATER DISTRICT

Date

James Thomas Sjuneson, President
RAINBOW EMPLOYEES ASSOCIATION

Date

Dawn Washburn, President
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES

Date

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO AWARD THREE PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE AS-NEEDED ENVIRONMENTAL SERVICES

BACKGROUND

The activities and operations of the Rainbow Municipal Water District (District) regularly require environmental services. Obtaining environmental services for temporary projects that cannot be done in-house can be cumbersome for the District because proposals must be requested and processed for each task. Most firms are reluctant to expend the effort to prepare a proposal for a small task, and it has been difficult to get responses. It is also an extremely slow process to solicit proposals and engage a contract. The "As-Needed" process will simplify the process and provide substantial benefits to the District including lower costs in solicitation of services and the ability to spread the overhead costs over multiple small projects rather than have those costs impact every project. Frequently, staff requires an Environmental firm to evaluate the CEQA statement on a Board Report, which in certain circumstances can be complicated.

This concept has been discussed with the Engineering and Operations Committee over several months and was met with concurrence from the committee members.

The proposal, to secure three pre-qualified firms to provide as-needed environmental services, will limit the overhead associated with each individual task. For each task, staff will request a scope from all three pre-qualified firms and issue a task order to the firm with capacity to complete the project in a timely manner, and whose particular skill sets are best suited to the project.

The District will issue Assignment Letters, as required for specific services outlined in the proposed scope of services described below:

1. Perform environmental services for District Capital Improvement Projects, and other District projects.
2. Prepare Technical Reports for the following partial list of categories:
 - a. Biological Resources
 - b. Cultural Resources
 - c. Air Quality
 - d. Noise
 - e. Hydrology
 - f. Water Quality
3. Develop and manage schedules either under the direct supervision of the District Engineer, or independently.

4. Perform site review as necessary, including drive time.
5. Attend project or special meetings as required.
6. Perform appropriate surveys as necessary to support the technical reports listed above for District sewer facility and water facility projects.
7. Perform research and document review as directed by the District Engineer.
8. Provide information in relation to project design drawings for construction as required.
9. Coordinate with Contractors, other District consultants, outside agencies and District personnel as required.
10. Review change orders and/or estimates if required.
11. All services shall be performed in accordance with current applicable local, State, Federal, and District regulations and ordinances, including, but not limited to the Subdivisions Map Act and the Professional Land Surveyors Act.

The Engineering and Operations Committee will be updated each time a task is assigned to an As Needed Services Agreement.

DESCRIPTION

The District issued a Request for Proposals for As-Needed Environmental Services on April 17, 2019. Eight (8) firms responded with a proposal by May 9, 2019. Staff reviewed the proposals and evaluated them based on the executive summary, project description, identification of the consultant, project organization, and experience and past performance. The staff evaluation found that three firms, Helix, Rincon, and Michael Baker were the most qualified to perform as-needed Environmental services for the District. The proposed contract amount listed in the RFP was up to but not to exceed \$100,000.

If the not to exceed \$100,000 contract amount is reached, staff would halt work with the consultant. Staff would then either bring an Action Item to the Board for additional funding, along with appropriate justification, or cease working with the consultant altogether.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility. By pre-qualifying several environmental professionals and executing as-needed services agreements, District staff will be able to save time and effort each time a task is needed. In addition, the firms providing the as-needed services will be able to provide those services with less cost due to the higher overhead involved in proposing on individual projects.

BOARD OPTIONS/FISCAL IMPACTS

The District staff has pre-qualified three firms and recommends entering as-needed services agreements in the amount of not to exceed \$100,000 with each of the pre-qualified firms. The total cost to the District will be dependent on the tasks needed during the life of the agreements. The funds for each task will be allocated from the budget of the corresponding CIP project or charged to a Developer when appropriate.

- 1) Authorize staff to award three Professional Services Agreements in the amount of up to but not to exceed \$100,000 each to Helix, Rincon, and Michael Baker.
- 2) Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.

A handwritten signature in blue ink, reading "Steven E. Strapac". The signature is written in a cursive style with a large initial 'S'.

Steven E. Strapac, P.E., P.L.S.
District Engineer

December 3, 2019



ENGINEERING COMMITTEE ITEM

November 6, 2019

As-Needed Environmental Services – Consultant Selection Recommendation

District staff recently released an RFP for professional consultant services to provide professional “As-Needed” Environmental Services. The activities and operations of the District regularly require services that must be performed by environmental firms, for environmental reports, obtaining permits and reviewing environmental procedures and policies. Some of these services are relatively small in nature, or require a rapid turnaround, rendering the traditional process of “RFP-Proposal-Award” undesirable.

- RFP release date: April 17, 2019
- Proposal due date: May 9, 2019
- Proposals received: Eight (8)
 - Chambers
 - Dudek
 - Helix
 - IEC
 - Michael Baker
 - RECON
 - RINCON
 - ULTRA

Scope requested in the RFP included:

The District is looking for a Consultant that performs high-level environmental services, related to a municipal water agency. The ideal consultant must excel at customer service, and possess a high degree of technical expertise in environmental services related to preparing reports for areas affected by water pipelines, pressure stations, wastewater systems and other pipeline infrastructures utilized by a water and sewer agency in various geographic locations. The District will issue Assignment Letters, as required for specific services outlined in the proposed scope of services described below:

1. Perform As-Needed environmental services for District Capital Improvement Projects, and other District projects.
2. Prepare Technical Reports for the following partial list of categories:
 - a. Biological Resources
 - b. Cultural Resources
 - c. Air Quality
 - d. Noise
 - e. Hydrology
 - f. Water Quality
3. Develop and manage schedules either under the direct supervision of the District Engineer, or independently.
4. Perform site review as necessary, including drive time.
5. Attend project or special meetings as required.
6. Perform appropriate surveys as necessary to support the technical reports listed above for District sewer facility and water facility projects.
7. Perform research and document review as directed by the District Engineer.
8. Provide information in relation to project design drawings for construction as required.
9. Coordinate with Contractors, other District consultants, outside agencies and District personnel as required.

10. Review change orders and/or estimates if required.

11. All services shall be performed in accordance with current applicable local, State, Federal, and District regulations and ordinances, including, but not limited to the Subdivisions Map Act and the Professional Land Surveyors Act.

Evaluation

The selection committee for this proposal was made up of two (2) members of the Engineering Department, who independently reviewed the proposals based on the criteria outlined in the RFP and shown in the table below. The committee then met to discuss their evaluations and combine their scores. Helix, Rincon and Michael Baker’s average scores were the highest of all the consultants. Staff feels the firms have adequate professional staff, experience, and familiarity with the District to perform the requested service, in the timeframe allotted. Also, since Helix is working on the Programmatic EIR for the District, there could be savings to the District if worked overlapped.

Evaluator's Scores	Chambers	Dudek	Helix	IEC	MB	Recon	RINCON	Ultra
Evaluator #1	76	74	90	77	74	70	85	71
Evaluator #2	76	80	87	70	83	80	90	85
Average Scores	76	77	89	74	79	75	88	78

At this time, staff is seeking the Committee’s recommendation that a contract be awarded to Helix, Rincon, and Michael Baker for the contracts for As-Needed Environmental Services.

Link to Proposals:

<https://rainbowmwd-my.sharepoint.com/:f/p/sstrapac/ErBV8kwtPg5Iq146iWaAsGEB3hwgeu2-kBbD1Vc99kKN9g?e=vmaIdL>

The “Mini Brooks” Act:

Government Code sections 4525 - Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO AWARD TWO PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

BACKGROUND

The activities and operations of the Rainbow Municipal Water District (District) regularly require construction management (CM) and/or inspection services. When more than one project is under construction at once, the cm/inspection workload can be too large for a single inspector to handle. For example, the District is currently in design for the Rainbow Heights Pump Station, the Miscellaneous Pipeline Relocation Project, and a substantial sewer infrastructure project and has ongoing development construction and small projects such as pressure reducing station installations. When all these projects are under construction, the workload will require more personnel. In addition, there are temporary instances that may require specialty inspection, beyond the capabilities of District Staff. Obtaining construction management and inspection services for temporary projects that cannot be done in-house can be cumbersome for the District because proposals must be requested and processed for each task. Most firms are reluctant to expend the effort to prepare a proposal for a small task, and it has been difficult to get responses. It is also an extremely slow process to solicit proposals and engage a contract. The "As-Needed" process will simplify the process and provide substantial benefits to the District including lower costs in solicitation of services and the ability to spread the overhead costs over multiple small projects rather than have those costs impact every project.

This concept has been discussed with the Engineering and Operations Committee over several months and was met with concurrence from the committee members. The original intent was to hire highest-ranked firms of small, medium and large size. The smaller firm could handle high-priority, quick turnaround items faster than a large firm, whereas a larger firm would have the "depth of bench" for more complicated projects. Large capital projects such as a new sewer lift station or other large project may still be contracted in the traditional way, as there may be enough work in those types of projects to justify a proposal.

The proposal, to secure pre-qualified firms to provide as-needed construction management and inspection services, will limit the overhead associated with each individual task. For each task, staff will request a scope from all three pre-qualified firms and issue a task order to the firm with capacity to complete the project in a timely manner, and whose particular skill sets are best suited to the project.

The District will issue Assignment Letters, as required for specific services outlined in the proposed scope of services described below:

1. Perform construction and inspection services for District Capital Improvement Projects, and other District projects. Examples include, but are not limited to projects such as:
 - Meter Installations
 - Lift Stations
 - Pressure Stations

- Pump Stations
 - Concrete Basins
 - Pipeline Installations
 - Trench Inspection
 - Stair and Railing Installations, including welds
2. Develop and manage schedules either under the direct supervision of the District Engineer, or independently.
 3. Perform site review as necessary for above-mentioned projects.
 4. Attend project or special meetings as required.
 5. Drive from site to site for supervision and inspections as required.
 6. Provide monthly update reports as required.
 7. Review plans and specifications for accuracy and ensure quality assurance and quality control.
 8. Coordinate with Contractors, other District consultants, outside agencies and District personnel as required.
 9. Review payment applications, change orders and/or estimates if required.
 10. All services shall be performed in accordance with current applicable local, State, Federal, and District regulations and ordinances.

The Engineering and Operations Committee will be updated each time a task is assigned to an As Needed Services Agreement.

DESCRIPTION

The District issued a Request for Proposals (RFP) for As-Needed CM and Inspection Services on April 4, 2019, (attached). Five (5) firms responded with a proposal by May 2, 2019. Staff reviewed the proposals and evaluated them based on the executive summary, project description, identification of the consultant, project organization, and experience and past performance. The staff evaluation, and with input from the Engineering and Operations Committee that two firms, (one large and one small) Harris & Associates, and Reilly Construction Management were the most qualified to perform as-needed CM and inspection services for the District. (See Exhibit 1) The proposed contract amount listed in the RFP was not to exceed \$150,000, and that amount not a guarantee that it will all be used.

If the not to exceed \$150,000 contract amount is reached, staff would halt work with the consultant. Staff would then either bring an Action Item to the Board for additional funding, along with appropriate justification, or cease working with the consultant altogether.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility. By pre-qualifying several CM and Inspection professionals and executing as-needed services agreements, District staff will be able to save time and effort each time a task is needed. In addition, the firms providing the as-needed services will be able to provide those services with less cost due to the higher overhead involved in proposing on individual projects.

BOARD OPTIONS/FISCAL IMPACTS

The District staff has pre-qualified three firms and recommends entering as-needed services agreements in the amount not to exceed \$150,000 with each of the pre-qualified firms. The total cost to the District will be dependent on the tasks needed during the life of the agreements but would not exceed \$150,000. The funds for each task will be allocated from the budget of the corresponding CIP project or charged to a Developer when appropriate.

- 1) Authorize staff to award three Professional Services Agreements in the amount of not to exceed \$150,000 each to Harris & Associates and Reilly Construction Management.
- 2) Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Steven E. Strapac, P.E., P.L.S.
District Engineer

December 3, 2019



November 6, 2019 - Engineering and Operations Committee

As-Needed Construction Management Services – Consultant Selection Synopsis

RFP and Proposal Data:

- RFP release date: April 4, 2019
- Proposal due date: May 2, 2019
- Proposals received: five (5)
 1. Dudek (large firm)
 2. Harris & Associates (large firm)
 3. Infrastructure Engineering Corporation (IEC) (large firm)
 4. Murrow (small firm)
 5. Reilly (small firm)

Scope requested in the RFP included:

The District is looking for a Consultant that performs high-level professional construction management and/or inspection services, related to a municipal water agency. The ideal consultant must excel at customer service, and possess a high degree of technical expertise in construction management related to water pipelines, pressure stations, wastewater systems and other pipeline infrastructures utilized by a water and sewer agency. The District will issue Assignment Letters, as required for specific services outlined in the proposed scope of services described below:

1. Perform construction and inspection services for District Capital Improvement Projects, and other District projects. Examples include, but are not limited to projects such as:
 - Meter Installations
 - Lift Stations
 - Pressure Stations
 - Pump Stations
 - Concrete Basins
 - Pipeline Installations
 - Trench Inspection
 - Stair and Railing Installations, including welds
2. Develop and manage schedules either under the direct supervision of the District Engineer, or independently.
3. Perform site review as necessary for above-mentioned projects.
4. Attend project or special meetings as required.
5. Drive from site to site for supervision and inspections as required.
6. Provide monthly update reports as required.
7. Review plans and specifications for accuracy and ensure quality assurance and quality control.
8. Coordinate with Contractors, other District consultants, outside agencies and District personnel as required.
9. Review payment applications, change orders and/or estimates if required.
10. All services shall be performed in accordance with current applicable local, State, Federal, and District regulations and ordinances.



Evaluation

The selection committee for this proposal was made up of two (2) members of the Engineering Department, who independently reviewed the proposals based on the criteria outlined in the RFP and shown in the table below. The committee then met to discuss their evaluations and combine their scores. ***NOTE*** Fee envelopes were not opened until after the selection process.

Evaluator's Scores		DUDEK	HARRIS	IEC	MUROW	REILLY
EVALUATOR #1		75	83	75	73	78
EVALUATOR #2		87	93	86	71	82
RESULTS / RANKING						
Total Evaluator's Scores		162	176	161	144	160
Average Total Scores		81	88	81	72	80

The evaluators tried to select both large and small firms to handle tasks of varying size and complexity. Smaller firms are typically more “nimble” than larger firms as well. Harris & Associates scored the highest in the evaluations, and is a larger, more capable firm with a “deep bench” of knowledgeable inspectors and Construction Managers on staff. One small firm, Reilly, is recommended.

The Engineering and Operations Committee discussed the selection and recommends to the Board that the General Manager be authorized to sign Professional Service Agreements with Harris & Associates and Reilly.

Link to Proposals:

https://rainbowmwd-my.sharepoint.com/:f:/p/sstrapac/Epe_0dM8pjRGrnPmZfq7pdwBuD4AJmypa0NzfIRKUz52aQ?e=YgMvyD

The “Mini Brooks” Act:

Government Code sections 4525 - Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

DISCUSSION AND POSSIBLE ACTION ON AGREEMENT TO ASSUME JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION, JOINT LIEN CONTRACT AND HOLDING AGREEMENT

BACKGROUND

The Polo Club development within the Rainbow Municipal Water District ("District") boundaries has been in process as far back as 1999. This residential development is located on the north side of Gopher Canyon Road, across the street from Vista Valley Country Club (see Exhibit "A".) Improvement plans for the development were eventually approved by the District and have been "renewed" several times. Most recently in 2018, with new requirements added including manholes at the upstream end of sewer lines.

The current owners agreed to construct public improvements per the "Joint Agreement to Improve Major Subdivision County of San Diego Tract 4736-1, recorded September 23, 1999.

Further amendments and agreements have been created including:

1. "Amendment to Joint Agreement to Improve Major Subdivision, County of San Diego Tract 4736-1 (Final Map 13856), on August 8, 2012.
2. "Joint Lien Contract", August 27, 2012 and extended by the County on October 22, 2014.
3. "Holding Agreement No. 1082-0310-00", August 27, 2012, which transferred title to 'Holder' to implement item #2.

DESCRIPTION

The project now has new owners, and a new name, "Bonsall Oaks". The existing agreements need to be reassigned and assumed by all parties to reflect the new ownership and names. (See Exhibit "B") The attached Agreement to Assume Joint Agreement to Improve Major Subdivision, Joint Lien Contract and Holding Agreement (Tract No. 4736-1)

The new owners of the development must sign new agreements with the relevant public agencies with jurisdiction over the project, including Rainbow Municipal Water District. As part of the project, the developer is constructing significant water and sewer infrastructure, and paying capacity fees.

With new owners, a new agreement must be signed by the affected parties/agencies. This action falls under the prevue of the Board.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management. Construction of this project will add new customers to the District, ensuring long-term viability. The development will also help system looping and add a pump station.

BOARD OPTIONS/FISCAL IMPACTS

There is no additional direct Fiscal Impact to this action. Board options include:

- 1) Authorize the General Manager to Execute the Agreement to Assume Joint Agreement to Improve Major Subdivision, Joint Lien Contract and Holding Agreement
- 2) Provide other direction to staff.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

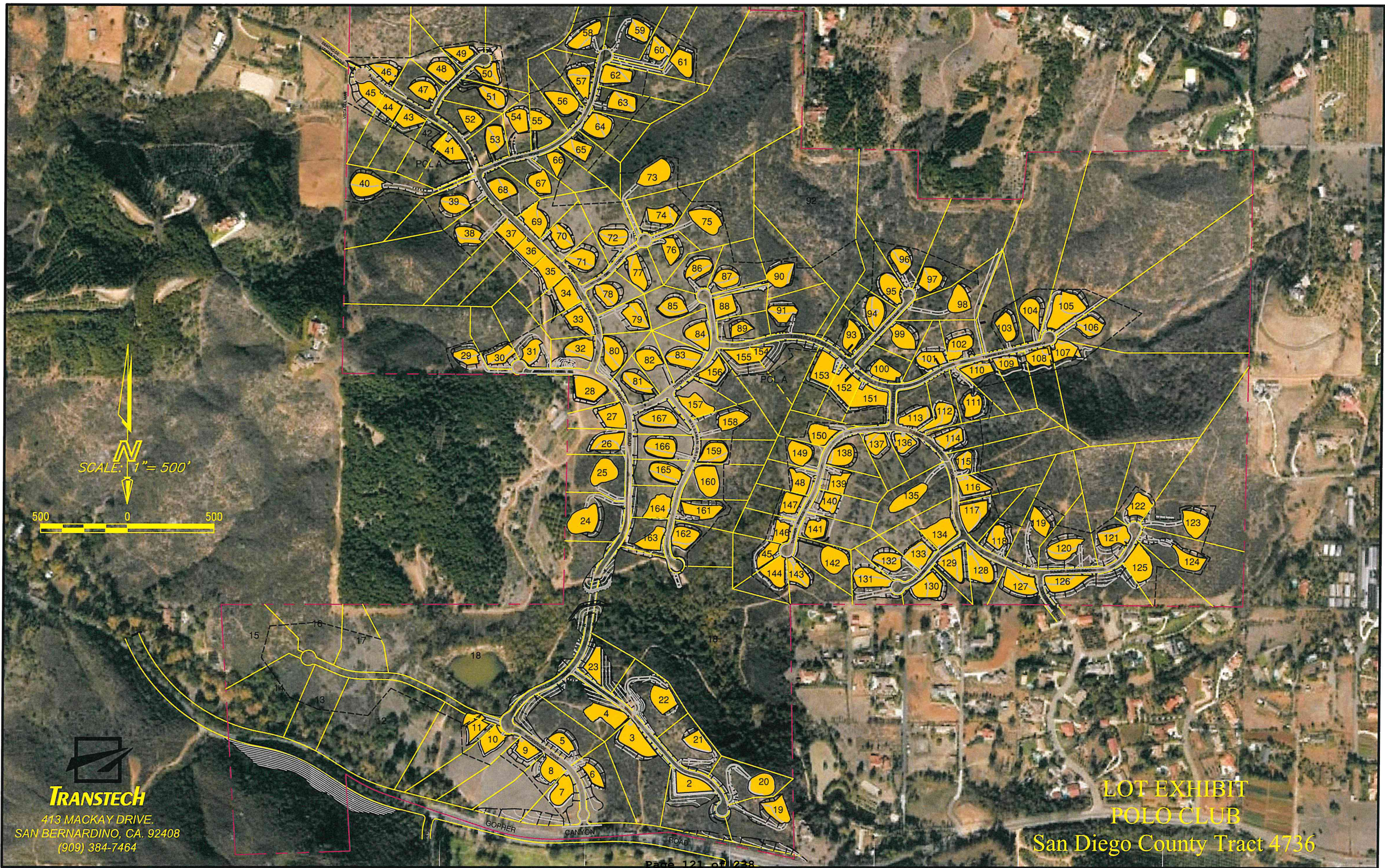
STAFF RECOMMENDATION

Staff Recommends Option 1.



Steven E. Strapac, P.E. P.L.S.
District Engineer

12/3/2019



N
SCALE: 1" = 500'

500 0 500

TRANSTECH
413 MACKAY DRIVE,
SAN BERNARDINO, CA. 92408
(909) 384-7464

**LOT EXHIBIT
POLO CLUB
San Diego County Tract 4736**

Recording Requested By and
When Recorded Please Return To:

County of San Diego
Dept. of Planning and
Development Services
Attention: Ken Brazell
Mail Station: 0650
FBO THE COUNTY OF SAN DIEGO

Above Space for Recorder's Use

**AGREEMENT TO ASSUME JOINT AGREEMENT TO IMPROVE MAJOR
SUBDIVISION, JOINT LIEN CONTRACT AND HOLDING
AGREEMENT (Tract No. 4736-1)**

This Agreement to Assume Joint Agreement to Improve Major Subdivision, Joint Lien Contract and Holding Agreement No. 1082-0310-00 ("Assumption Agreement") is made and entered into this _____ day of _____, 2019, between the County of San Diego, a political subdivision of the State of California ("County"), Rainbow Municipal Water District ("District"), Vista Villas Development LP, a California limited partnership and SGM Investment Corp., a California corporation (collectively "Current Owners"), First American Trust, FSB ("Holder"), and Bonsall Oaks, LLC, a California limited liability company ("New Owner"), with respect to the following:

RECITALS

A. The Board of Supervisors of the County approved the subdivision of property located in Bonsall, California more particularly described as County of San Diego, Final Map No. 13856 (Tract No. 4736-1), as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Subdivision").

B. As a condition of approval of the aforementioned Subdivision in compliance with the Subdivision Map Act, Gov. Code § 66410, et seq., and Section 81.404 of the San Diego County Code of Regulatory Ordinances ("County Code"), the Current Owners of the Subdivision agreed to construct certain public improvements pursuant to the "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1", recorded September 23, 1999 as Document No. 1999-0650279 in the Official Records in San Diego County, California, approved by the County Board of Supervisors on September 22, 1999 (Minute Order No. 10), referred to herein as the "Joint Improvement Agreement". The Joint Improvement Agreement was amended pursuant to an agreement entitled "Amendment to Joint Agreement to Improve Major Subdivision, County of San Diego Tract No. 4736-1 (Final Map 13856)", dated August 8, 2012 ("Joint Improvement Agreement Amendment"). As used in this

Assumption Agreement, the term Joint Improvement Agreement is intended to include the Joint Improvement Agreement Amendment.

C. County, the District, the Current Owners, and the Holder entered into an agreement entitled "Joint Lien Contract" (referred to herein as the "Joint Lien Contract"), recorded in the Official Records of San Diego County on August 27, 2012 as Document No. 2012-0511052, to secure the improvement obligations identified in the Joint Improvement Agreement. The Joint Lien Contract was extended by the County Board of Supervisors on October 22, 2014 (Minute Order No. 13).

D. County, the District, the Current Owners, and the Holder entered into an agreement entitled "Holding Agreement No. 1082-0310-00" (referred to herein as the "Holding Agreement"), recorded in the Official Records of San Diego County on August 27, 2012 as Document No. 2012-0511053, whereby title to the Subdivision was transferred to Holder for the purpose of implementing the Joint Lien Contract.

E. Current Owners were listed incorrectly in the introductory paragraph of the Joint Improvement Agreement as "Vista Villa Development Limited" and in the First Amendment as "Vista Villas Development Limited", and in the signature block of the Joint Improvement Agreement as "Vista Villa Development Limited" and "SGM Investment Corporation", and in the signature block of the First Amendment as "Vista Villas Development Limited" and "SGM Investment Corporation." The correct names of the Current Owners in the Joint Improvement Agreement and the First Amendment should have been and were intended by Current Owners, County and District to be "Vista Villas Development Limited, A California Limited Partnership", which is a California limited partnership, and "SGM Investment Corp.", which is a California corporation. As of August 8, 2016, the name of "Vista Villas Development Limited, A California Limited Partnership", was changed to "Vista Villas Development LP".

F. Current Owners were listed incorrectly in the introductory paragraph of the Joint Lien Contract as "Vista Villas Development Limited" and in the signature block of the Joint Lien Contract as "Vista Villas Development Limited" and "SGM Investment Corporation". The correct names of the Current Owners in the Joint Lien Contract should have been and were intended by Current Owners, County and District to be "Vista Villas Development Limited, A California Limited Partnership", which is a California limited partnership, and "SGM Investment Corp.", which is a California corporation. As of August 8, 2016, the name of "Vista Villas Development Limited, A California Limited Partnership", was changed to "Vista Villas Development LP".

G. Current Owners were listed incorrectly in the introductory paragraph of the Holding Agreement as "Vista Villas Development Limited" and in the signature block of the Holding Agreement as "Vista Villas Development Limited" and "SGM Investment Corporation". The correct names of the Current Owners in the Holding Agreement should have been and were intended by Current Owners,

County and District to be "Vista Villas Development Limited, A California Limited Partnership", which is a California limited partnership, and "SGM Investment Corp.", which is a California corporation. As of August 8, 2016, the name of "Vista Villas Development Limited, A California Limited Partnership", was changed to "Vista Villas Development LP".

H. New Owner will acquire the Subdivision from the Current Owners and desires to fully assume all obligations of the Current Owners relating to the Joint Improvement Agreement, Joint Lien Contract, and Holding Agreement.

AGREEMENT

WHEREFORE, it is agreed by and between the County, District, Current Owners, Holder, and New Owner as follows:

1. New Owner fully and unconditionally assumes all obligations of Current Owners as stated in the Joint Improvement Agreement, Joint Lien Contract, and Holding Agreement, including but not limited to the obligations to furnish, at New Owner's own cost and expense, all labor, equipment and material to complete the subdivision improvements specified in the Joint Improvement Agreement.
2. Current Owners are hereby released from all obligations stated in the Joint Improvement Agreement, Joint Lien Contract, and Holding Agreement.
3. The Joint Improvement Agreement, Joint Lien Contract, and Holding Agreement are hereby amended by substituting New Owner in place of Current Owners in all places.
4. The County Subdivision Ordinance, San Diego County Code of Regulatory Ordinances § 81.101 et seq., ("Subdivision Ordinance") was amended and restated by Ordinance No. 10037, effective March 26, 2010. The Joint Improvement Agreement, Joint Lien Contract, and Holding Agreement are hereby amended and shall be interpreted in a manner consistent with the Subdivision Ordinance, as amended. By way of example, references to former Section 81.406.1 would now be to Section 81.409.
5. Except as amended herein, all provisions, terms and conditions of the Joint Improvement Agreement, Joint Lien Contract, and Holding Agreement shall remain in full force and effect.
6. Whenever references are made in the Joint Improvement Agreement, Joint Lien Contract, and Holding Agreement to "County" and/or "District," the County and the District may act or exercise rights under the agreements either: (a) jointly, or (b) severally and individually acting independently of the other.
7. Notwithstanding any provisions in this Assumption Agreement to the contrary, no release, termination, or substitution of parties authorized herein shall relieve a party of liability for any loss, claim, or damage sustained by another

party as a result of any violations of state, federal, or local laws regulating the maintenance or development of the subdivision for which Current Owners are responsible parties.

8. This Assumption Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

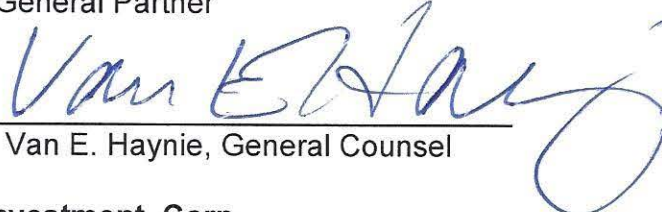
[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Assumption Agreement to be executed as of the date first written above.

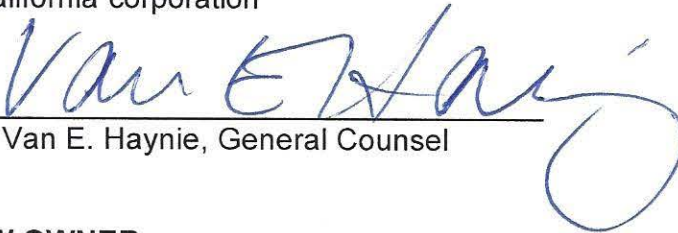
CURRENT OWNERS

Vista Villas Development LP
a California limited partnership

By: **Gatsder Investments, Inc.**
a California corporation
its General Partner

By: 
Van E. Haynie, General Counsel

SGM Investment Corp.
a California corporation

By: 
Van E. Haynie, General Counsel

NEW OWNER

Bonsall Oaks, LLC
a California limited liability company

By: **Bonsall Oaks II, LLC**
a California limited liability company
its Manager

By: 
David R. Pallinger, Manager

**See attached
Notarial
Certificate**

HOLDER

FIRST AMERICAN TRUST, FSB, HOLDER
5 First American Way, 4th Flr, MS#3
Santa Ana, CA 92707

By: _____
Robert T. Graham
Vice President

By: _____
Robert S. Blackwell
Assistant Vice President

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Clerk, Board of Supervisors

By: _____
SENIOR DEPUTY

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Print
Name: _____

Print
Title: _____

NOTE: NOTARY ACKNOWLEDGEMENTS REQUIRED FOR SIGNATURES

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

(APN: 127-570-02 THROUGH 127-570-14, 127-571-01 THROUGH 127-571-03, 127-571-05 THROUGH 127-571-09, 127-572-01 THROUGH 127-572-19, 127-572-20 THROUGH 127-572-28, 127-573-01 THROUGH 127-573-47, 127-580-01 THROUGH 127-580-24, 127-581-01 THROUGH 127-581-08, 127-581-11 THROUGH 127-581-29, & 127-581-32, 127-582-01 THROUGH 125-582-17)

LOTS 2 THROUGH 17, LOTS 19 THROUGH 167, INCLUSIVE, COUNTY OF SAN DIEGO TRACT 4736-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13856, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 1999-650279, DATED SEPTEMBER 23, 1999.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }

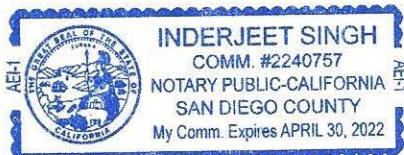
On NOV 06, 2019, before me, INDERJEET SINGH,

NOTARY PUBLIC personally appeared

VAN EUGENE HAYNIE AND DAVID ROBERT PALLINSEN

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

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



WITNESS my hand and official seal.

SIGNATURE [Signature]

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Recording Requested By and
When Recorded Please Return To:

County of San Diego
Dept. of Planning and
Development Services
Attention: Ken Brazell
Mail Station: 0650
FBO THE COUNTY OF SAN DIEGO

Above Space for Recorder's Use

**SECOND AMENDMENT TO AND ASSIGNMENT AND ASSUMPTION OF JOINT
AGREEMENT TO IMPROVE MAJOR SUBDIVISION, COUNTY OF SAN DIEGO
TRACT NO. 4736-1 (FINAL MAP 13856)**

This Second Amendment to and Assignment and Assumption of Joint Agreement To Improve Major Subdivision, County of San Diego Tract No. 4736-1 (Final Map 13856) ("Second Amendment") is made and entered into this _____ day of _____, 2019, between the County of San Diego, a political subdivision of the State of California ("County"), Rainbow Municipal Water District ("District"), Vista Villas Development LP, a California limited partnership and SGM Investment Corp., a California corporation (collectively "Current Owners"), and Bonsall Oaks, LLC, a California limited liability company ("New Owner"), with respect to the following:

RECITALS

A. Final Map Tract No. 4736-1, Final Map 13856 ("Final Map") was approved by the County's Board of Supervisors ("Board") on September 22, 1999, for the development of 165 single family residential lots and two open space lots on a total of approximately 449.54 acres, commonly known as the Polo Club Project, owned by the Current Owners and as more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"). The Final Map was recorded on September 23, 1999 as Document No. 1999-0650279 in the Official Records of San Diego County.

B. On September 22, 1999, the County, District and the Current Owners entered into an agreement entitled, "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1" (hereinafter called the "Joint Improvement Agreement") to perform certain acts and construct certain improvements as a condition of County's approval of the Final Map, in compliance with the Subdivision Map Act (Gov. Code § 66410, et seq.), and Section 81.404 of the San Diego County Code of Regulatory Ordinances ("County Code").

C. On August 8, 2012, County, District, Current Owners and First American Trust, FSB ("Holder"), entered into an agreement, entitled "Joint Lien Contract," recorded on August 27, 2012, as Document No. 2012-0511052 in the Official Records of San Diego County (the "Joint Lien Contract"), to postpone construction of the improvements identified in the Joint Improvement Agreement and secured the future installation of said improvements in accordance with Government Code section 66499 and Section 81.409 of the San Diego County Code.

D. On August 8, 2012, County, the District, the Current Owners, and the Holder entered into an agreement entitled "Holding Agreement No. 1082-0310-00" recorded in the Official Records of San Diego County on August 27, 2012 as Document No. 2012-0511053 (the "Holding Agreement"), whereby title to the Property was transferred to Holder for the purpose of implementing the Joint Lien Contract.

E. On August 8, 2012, County, District and Current Owners entered into that certain agreement entitled "Amendment to Joint Agreement to Improve Major Subdivision, County of San Diego Tract No. 4736-1 (Final Map 13856)" ("First Amendment"), thereby amending certain terms and provisions of the Joint Improvement Agreement, including amending the completion date for constructing the improvements identified in the Joint Improvement Agreement. As used in this Second Amendment, the term Joint Improvement Agreement is intended to include the First Amendment.

F. On October 22, 2014, the Board extended to October 22, 2016 the performance completion date for the Improvements described in the Joint Lien Contract and Joint Improvement Agreement.

G. Current Owners were listed incorrectly in the introductory paragraph of the Joint Improvement Agreement as "Vista Villa Development Limited" and in the First Amendment as "Vista Villas Development Limited", and in the signature block of the Joint Improvement Agreement as "Vista Villa Development Limited" and "SGM Investment Corporation", and in the signature block of the First Amendment as "Vista Villas Development Limited" and "SGM Investment Corporation." The correct names of the Current Owners in the Joint Improvement Agreement and the First Amendment should have been and were intended by Current Owners, County and District to be "Vista Villas Development Limited, A California Limited Partnership", which is a California limited partnership, and "SGM Investment Corp.", which is a California corporation. As of August 8, 2016, the name of "Vista Villas Development Limited, A California Limited Partnership", was changed to "Vista Villas Development LP".

H. Current Owners were listed incorrectly in the introductory paragraph of the Joint Lien Contract as "Vista Villas Development Limited" and in the signature block of the Joint Lien Contract as "Vista Villas Development Limited" and "SGM Investment Corporation". The correct names of the Current Owners in the Joint Lien Contract should have been and were intended by Current Owners, County and District to be "Vista Villas Development Limited, A California Limited Partnership", which is a California limited partnership, and "SGM Investment Corp.", which is a California

corporation. As of August 8, 2016, the name of "Vista Villas Development Limited, A California Limited Partnership", was changed to "Vista Villas Development LP".

I. Current Owners were listed incorrectly in the introductory paragraph of the Holding Agreement as "Vista Villas Development Limited" and in the signature block of the Holding Agreement as "Vista Villas Development Limited" and "SGM Investment Corporation". The correct names of the Current Owners in the Holding Agreement should have been and were intended by Current Owners, County and District to be "Vista Villas Development Limited, A California Limited Partnership", which is a California limited partnership, and "SGM Investment Corp.", which is a California corporation. As of August 8, 2016, the name of "Vista Villas Development Limited, A California Limited Partnership", was changed to "Vista Villas Development LP".

J. Concurrent with execution of this Second Amendment, County, District, Current Owners, New Owner, and Holder, entered into that certain contract entitled "Agreement to Assume Joint Agreement To Improve Major Subdivision, Joint Lien Contract and Holding Agreement (Tract 4736-1)", whereby the New Owner fully assumed all rights and obligations relating to the Joint Improvement Agreement, Joint Lien Contract and Holding Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The paragraph of the Joint Improvement Agreement entitled "FIRST: IMPROVEMENTS." The phrase "730 days from the date of the approval of the Final Map by the Board" shall be replaced by the phrase "by October 21, 2021, as such completion date may be extended from time to time with the approval of the Board." (This Second Amendment amends the performance completion date for constructing the improvements identified in the paragraph entitled "FIRST: IMPROVEMENTS" of the Joint Improvement Agreement to now require completion of construction of said improvements by October 21, 2021, as such completion date may be extended from time to time with the approval of Board.)

2. Current Owners hereby assign to New Owner and New Owner hereby accepts, and assumes all of Current Owners' rights and obligations under the Joint Improvement Agreement, as hereby amended.

3. County and District hereby consent to the foregoing assignment and assumption of rights and obligations under the Joint Improvement Agreement, as hereby amended.

4. The County Subdivision Ordinance, San Diego County Code of Regulatory Ordinances § 81.101 et seq., ("Subdivision Ordinance") was amended and restated by Ordinance No. 10037, effective March 26, 2010. The Joint Improvement Agreement shall be interpreted in a manner consistent with the Subdivision Ordinance, as amended. By way of example, all references to former Section 81.406.1 would now be to Section 81.409.

5. Except as amended herein, all provisions, terms, and conditions of the Joint Improvement Agreement shall remain unmodified and in full force and effect.

6. Whenever references are made in the Joint Improvement Agreement to either "County" or "District," individually, the aforementioned party shall exercise such acts or rights under the Joint Improvement Agreement severally and individually acting independently of the other.

7. This Second Amendment may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

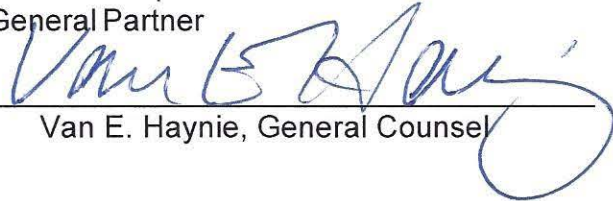
[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the date first written above.

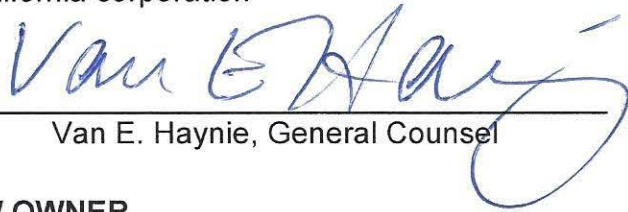
CURRENT OWNERS

VISTA VILLAS DEVELOPMENT LP
a California Limited Partnership

By: GATSDER INVESTMENTS, INC.
a California corporation
its General Partner

By: 
Van E. Haynie, General Counsel

SGM INVESTMENT CORP.
a California corporation

By: 
Van E. Haynie, General Counsel

NEW OWNER

Bonsall Oaks, LLC
a California limited liability company

By: Bonsall Oaks II, LLC
a California limited liability company
its Manager

By: 
David R. Pallinger, Manager

**See attached
Notarial
Certificate**

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Print
Name: _____

Print
Title: _____

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Clerk, Board of Supervisors

By: _____
SENIOR DEPUTY

NOTE: NOTARY ACKNOWLEDGEMENTS REQUIRED FOR SIGNATURES

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

(APN: 127-570-02 THROUGH 127-570-14, 127-571-01 THROUGH 127-571-03, 127-571-05 THROUGH 127-571-09, 127-572-01 THROUGH 127-572-19, 127-572-20 THROUGH 127-572-28, 127-573-01 THROUGH 127-573-47, 127-580-01 THROUGH 127-580-24, 127-581-01 THROUGH 127-581-08, 127-581-11 THROUGH 127-581-29, & 127-581-32, 127-582-01 THROUGH 125-582-17)

LOTS 2 THROUGH 17, LOTS 19 THROUGH 167, INCLUSIVE, COUNTY OF SAN DIEGO TRACT 4736-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13856, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 1999-650279, DATED SEPTEMBER 23, 1999.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }

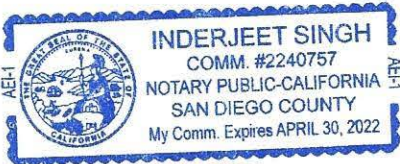
On NOV 06, 2019, before me, INDERJEET SINGH,

NOTARY PUBLIC _____ personally appeared

VAN EUGENE HAYNIE AND DANIA ROBERT DALLINSEN

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

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



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE _____

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DOCUMENT TO:**

Bonsall Oaks, LLC
Attn: David R. Pallinger
29251 Vista Valley Dr
Vista, CA 92084

*
*
*
*
*
*
*
*

Space above this line for Recorder's use only

**APN: 127-570-02 THROUGH 127-570-14
127-571-01 THROUGH 127-571-03
127-571-05 THROUGH 127-571-09
127-572-01 THROUGH 127-572-19
127-572-20 THROUGH 127-572-28
127-573-01 THROUGH 127-573-47
127-580-01 THROUGH 127-580-24
127-581-01 THROUGH 127-581-08
127-581-11 THROUGH 127-581-29, & 127-581-32
127-582-01 THROUGH 125-582-17**

GRANT DEED

The undersigned Grantor(s) Declare(s):

- DOCUMENTARY TRANSFER TAX: _____
- CITY TRANSFER TAX: _____
- computed on the consideration or full value of the property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**VISTA VILLAS DEVELOPMENT LP, a California limited partnership, and
SGM INVESTMENT CORP., a California corporation**

hereby GRANT to

BONSALL OAKS, LLC, a California limited liability company

the following described property in the County of San Diego, State of California:

**SEE COMPLETE LEGAL DESCRIPTION MARKED EXHIBIT A ATTACHED
HERETO AND MADE A PART HEREOF.**

VISTA VILLAS DEVELOPMENT LP
a California limited partnership

SGM INVESTMENT CORP.
a California corporation

By: GATSDER INVESTMENTS, INC.
a California corporation
its General Partner

By: Van E Haynie
Van E. Haynie, General Counsel

By: Van E Haynie
Van E. Haynie, General Counsel

Mail Tax Statements to:

Bonsall Oaks, LLC
Attn: David R. Pallinger
29251 Vista Valley Dr
Vista, CA 92084

[Remainder of page intentionally blank]

**See attached
Notarial
Certificate**

**EXHIBIT A
LEGAL DESCRIPTION**

THE PROPERTY REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

(APN: 127-570-02 THROUGH 127-570-14, 127-571-01 THROUGH 127-571-03, 127-571-05 THROUGH 127-571-09, 127-572-01 THROUGH 127-572-19, 127-572-20 THROUGH 127-572-28, 127-573-01 THROUGH 127-573-47, 127-580-01 THROUGH 127-580-24, 127-581-01 THROUGH 127-581-08, 127-581-11 THROUGH 127-581-29, & 127-581-32, 127-582-01 THROUGH 125-582-17.)

LOTS 2 THROUGH 17, LOTS 19 THROUGH 167, INCLUSIVE, COUNTY OF SAN DIEGO TRACT 4736-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13856, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 1999-650279, DATED SEPTEMBER 23, 1999.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

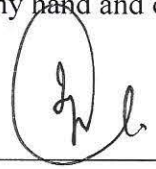
On NOV 06, 2019, before me, INDERJEET SINGH,

Notary Public, personally appeared: VAN EUGENE MAYNIE,

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

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

WITNESS my hand and official seal.



Signature



This area for official notarial seal

Please Print Name INDERJEET SINGH

My Principal Place of Business is in ESCONDIDO County.

My Commission Number is 224 0757

My Commission Expires APR 30, 2022

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DOCUMENT TO:**

First American Trust, FSB *
Attn: Robert S. Blackwell *
5 First American Way, 4th Flr, MS#3 *
Santa Ana, CA 92707 *

Recorded as a Benefit to the *
County of San Diego *

Space above this line for Recorder's use only

**APN: 127-570-02 THROUGH 127-570-14
127-571-01 THROUGH 127-571-03
127-571-05 THROUGH 127-571-09
127-572-01 THROUGH 127-572-19
127-572-20 THROUGH 127-572-28
127-573-01 THROUGH 127-573-47
127-580-01 THROUGH 127-580-24
127-581-01 THROUGH 127-581-08
127-581-11 THROUGH 127-581-29, & 127-581-32
127-582-01 THROUGH 125-582-17**

GRANT DEED

The undersigned Grantor(s) Declare(s):

**DOCUMENTARY TRANSFER TAX IS \$00.00 – NO CHANGE IN OWNERSHIP –
REVENUE AND TAXATION CODE 11925(d) – TRANSFER INTO TRUST**

- computed on the consideration or full value of the property conveyed, OR
 computed on the consideration or full value less value of liens and/or encumbrances
remaining at time of sale,
 unincorporated area; City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BONSALL OAKS, LLC, a California limited liability company

hereby GRANTS to

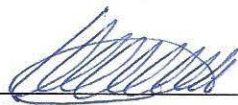
FIRST AMERICAN TRUST, FSB, Holder under Holding Agreement No. 1082-0310-00

the following described property in the County of San Diego, State of California:

**SEE COMPLETE LEGAL DESCRIPTION MARKED EXHIBIT A ATTACHED
HERETO AND MADE A PART HEREOF.**

BONSALL OAKS, LLC
a California limited liability company, as Owner

By: BONSALL OAKS II, LLC
a California limited liability company
its Manager

By: 
David R. Pallinger, Manager

Mail Tax Statements to:

First American Trust, FSB
Attn: Robert S. Blackwell
5 First American Way, 4th Flr, MS#3
Santa Ana, CA 92707

[Remainder of page intentionally blank]

**See attached
Notarial
Certificate**

**EXHIBIT A
LEGAL DESCRIPTION**

THE PROPERTY REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

(APN: 127-570-02 THROUGH 127-570-14, 127-571-01 THROUGH 127-571-03, 127-571-05 THROUGH 127-571-09, 127-572-01 THROUGH 127-572-19, 127-572-20 THROUGH 127-572-28, 127-573-01 THROUGH 127-573-47, 127-580-01 THROUGH 127-580-24, 127-581-01 THROUGH 127-581-08, 127-581-11 THROUGH 127-581-29, & 127-581-32, 127-582-01 THROUGH 125-582-17.)

LOTS 2 THROUGH 17, LOTS 19 THROUGH 167, INCLUSIVE, COUNTY OF SAN DIEGO TRACT 4736-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13856, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS FILE NO. 1999-650279, DATED SEPTEMBER 23, 1999.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO


On NOV 06, 2019, before me, INDERJEET SINGH,

Notary Public, personally appeared: DAVID ROBERT PALLINGER,

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

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

WITNESS my hand and official seal.



Signature



This area for official notarial seal

Please Print Name INDERJEET SINGH

My Principal Place of Business is in ESCONDIDO County.

My Commission Number is 2240757

My Commission Expires APR 30, 2022

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

CONSIDER ESTABLISHING THE 2020 REGULAR BOARD MEETING SCHEDULE

BACKGROUND

Regular Meetings of the Board of Directors are currently scheduled for the fourth Tuesday of each month with the November and December meetings combined and held on the first Tuesday in December of each calendar year.

DESCRIPTION

The Board will consider establishing the 2020 Regular Board Meeting schedule.

Administrative Code Section 3.01.010 – Regular Meetings states the Regular Board Meetings are held on the fourth Tuesday of each month except for the November/December meetings which are to be held on the first Tuesday in December. In accordance with Administrative Code Section 3.01.010, a tentative meeting schedule has been drafted and attached for Board reference.

Please note, the 2020 CSDA Annual Conference is scheduled for August 24-27, 2020 in Palm Desert, California. The tentative 2020 RMWD Board Meeting Schedule has the August meeting scheduled for Tuesday, August 25, 2020. Should the Board approve the tentative meeting schedule provided, they may want to consider rescheduling the August 25, 2020 Regular Board meeting to accommodate the 2020 CSDA Annual Conference.

Also, the 2020 ACWA Fall Conference has been scheduled for December 1-4, 2020 in Indian Wells, California. The tentative 2020 RMWD Regular Board Meeting Schedule has the November/December combined meeting scheduled for Tuesday, December 1, 2020. Should the Board approve the tentative meeting schedule provided, they may want to consider rescheduling the December 1, 2020 Regular Board meeting to accommodate the 2020 ACWA Fall Conference.

In the event the Board prefers setting a different meeting schedule than that presented in accordance with the current policy, they will need to consider amending and updating Administrative Code Section 3.01.010 accordingly at their first Regular Board meeting scheduled for January 28, 2020.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Six: Communication

Administrative Code Section 3.01.010 – Regular Meetings

BOARD OPTIONS/FISCAL IMPACTS

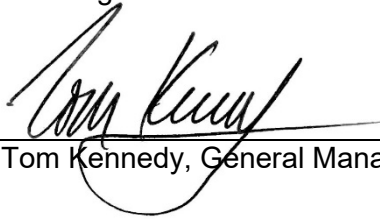
Establish the 2020 Regular Board Meeting schedule.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

STAFF RECOMMENDATION

The Board establish the 2020 Regular Board Meeting schedule.



Tom Kennedy, General Manager

December 3, 2019

RAINBOW MUNICIPAL WATER DISTRICT

2020

REGULAR BOARD MEETING SCHEDULE

4th Tuesday of the Month

~~ Meetings will begin at a time announced on each month's respective agenda for Closed Session items. Open Session items will start time certain at 1:00 p.m. ~~

January 28

February 25

March 24

April 28

May 26

June 23

July 28

August 25

September 22

October 27

*December 1

* The November and December Board meetings will be combined into one meeting to be held on December 1, 2020 (*per Board action taken on January 24, 2017*).

Special Meetings may be scheduled as needed.

Section 3.01.010
Regular Meetings

3.01.010.1 Regular Meetings of the Board of Directors shall be held on the fourth (4th) Tuesday of each calendar month. The November and December meetings shall be combined and held on the first Tuesday in the month of December of each calendar year.

The starting time for the Regular Meeting Open Session Agenda shall be 1:00 p.m.

Prior to the 1:00 p.m. Open Session there may be a Closed Session that is closed to the public for the purpose of discussing confidential matters as allowed by law. The starting time of each Closed Session shall be determined by the General Manager after conferring with District Counsel and the Board President regarding the estimated time necessary to adequately discuss the agenda items. The Closed Session agenda items and starting time will then be published on the Regular Meeting Agenda. Prior to adjourning to the Closed Session there shall be a public comment period to allow interested members of the public the opportunity to comment only on those items on the Closed Session agenda.

The Regular Meeting Open Session will not start before 1:00 p.m. A second public comment period will be held at the beginning of Open Session to allow interested members of the public an opportunity to directly address the Board on any item of interest to the public.

All regular meetings will be conducted in the Board room of the District at 3707 Old Highway 395, Fallbrook, California 92028. The date, time and place of the regular Board meetings shall be reconsidered at least annually at any organizational meeting of the Board.

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

ACWA NOMINATION AND ELECTION FOR PRESIDENT AND VICE PRESIDENT FOR THE 2020-2021 TERM

BACKGROUND

The Nominating Committee met on September 16, 2019 to interview the candidates for ACWA President and Vice President for the 2020-2021 term. Chair DeAna Verbeke announced the committee's slate of candidates for the Association's positions of President and Vice President at the ACWA Board meeting on Friday, September 27, 2019. The ACWA membership will vote on ACWA's Board Officers at the General Session Membership Meeting at Fall Conference on Wednesday, December 4, 2019. Detailed communications were provided to the general managers and board presidents on the General Session Membership Meeting and election process in mid-October 2019.

Endorsements or support resolutions would have been presented to the Nominating Committee as part of the candidate's interview materials; however, since ACWA's Bylaws provide for floor nominations, they will still accept endorsements since the election is not until December 4, 2019.

DESCRIPTION

RMWD received a memorandum from ACWA to serve as Notice of General Session Membership meeting at ACWA 2019 Fall Conference.

There will be a General Session Membership Meeting at the 2019 Fall Conference in San Diego on Wednesday, December 4, 2019. The purpose of this meeting is to formally nominate and elect ACWA's President and Vice President for the 2020-2021 term. The General Session Membership Meeting will convene at 1:15 p.m., immediately following the Wednesday luncheon program, which will be located in the Harbor Ballroom A-F, Manchester Grand Hyatt.

The ACWA Nominating Committee has announced a 2020-2021 slate that recommends current **Vice President Steve LaMar for ACWA President** and current **Region 5 Vice Chair Sarah Palmer for ACWA Vice President**. As provided by ACWA's Bylaws, nominations from the floor will be accepted prior to the vote with floor nominations and seconds be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination (**see detailed General Session/Election Procedures are attached for reference**).

ACWA will issue one proxy voting card to each member agency's designated voting representative as identified by the member agency on the attached proxy designation form. The designated voting representative must be present at the General Session Membership Meeting and must sign-in as the delegate to receive the proxy voting card. Proxy voting cards will **only** be available for pick-up on Wednesday, December 4, between **9:00 a.m. and 12:00 p.m.** at the **ACWA General Session Desk in the Harbor Foyer**, Manchester Grand Hyatt. To expedite the sign-in process at the ACWA General

Session Desk, please indicate your voting delegate in advance on the enclosed proxy designation form and return it by email (donnap@acwa.com).

RMWD has received letters of support from three candidates which are attached for Board reference.

Should the RMWD Board wish to participate in the ACWA nomination and election processes, a voting delegate will need to be selected for completion of the proxy designation form.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Six: Communication

BOARD OPTIONS/FISCAL IMPACTS

- 1) Direct the designated proxy to adopt the recommended 2020-2021 slate recommended by ACWA.
- 2) Director the designated proxy to vote for nominees other than those on the recommended 2020-2021 slate recommended by ACWA.
- 3) Direct staff to prepare a resolution of the governing body supporting RMWD's nomination and seconding such nomination.
- 4) Decline participation in the ACWA nomination and election process.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

STAFF RECOMMENDATION

Staff supports direction.



Tom Kennedy, General Manager

December 3, 2019

TO: ACWA Member Agency Board Presidents and General Managers

CC: ACWA Board of Directors

FROM: Dave Eggerton, ACWA Executive Director

DATE: October 4, 2019

SUBJECT: Notice of General Session Membership Meeting at ACWA 2019 Fall Conference

There will be a General Session Membership Meeting at the 2019 Fall Conference in San Diego, California, on **Wednesday, December 4**. The purpose of this meeting is to formally nominate and elect ACWA's President and Vice President for the 2020-2021 term. The General Session Membership Meeting will convene at 1:15 p.m., immediately following the Wednesday luncheon program, which will be located in the Harbor Ballroom A-F, Manchester Grand Hyatt.

Election / Voting Process

The ACWA Nominating Committee has announced a 2020-2021 slate that recommends current **Vice President Steven LaMar for ACWA President** and current **Region 5 Vice Chair Sarah Palmer for ACWA Vice President**.

As provided by ACWA's Bylaws (Article 9, Section 9) nominations from the floor will be accepted prior to the vote. The Bylaws require that floor nominations and seconds be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves shall submit a resolution of support if they are not the agency making the floor nomination or second. **(See attached for detailed General Session/Election Procedures.)**

ACWA will issue one proxy voting card to each member agency's designated voting representative (delegate) as identified by the member agency on the attached proxy designation form. The designated voting representative must be **present** at the General Session Membership Meeting and must sign-in as the delegate to receive the proxy voting card. Proxy voting cards will **only** be available for pick-up on **Wednesday, December 4, between 9:00 a.m. and 12:00 p.m.** at the **ACWA General Session Desk** in the **Harbor Foyer**, Manchester Grand Hyatt. Proxy voting cards will not be issued before or after these hours.

To expedite the sign-in process at the **ACWA General Session Desk**, please indicate your voting delegate in advance on the enclosed proxy designation form and return it by email (**donnap@acwa.com**) or fax

GENERAL SESSION/ELECTION PROCEDURES FOR ACWA 2019 FALL CONFERENCE

The following information is provided to inform the ACWA member agency delegates attending the 2019 Fall Conference of the procedures to be used pertaining to the nomination and election of ACWA officers during the General Session Membership Meeting.

PROXY VOTING CARDS – (REQUIRED FOR VOTING)

ACWA will issue one proxy voting card each member agency's designated voting representative (delegate) as officially identified by the member agency. In order to vote during the General Session Membership Meeting, the designated voting representative must be **present** at the General Session Membership Meeting and must sign-in as the delegate to receive the proxy voting card no later than **12:00 p.m. on Wednesday, December 4**. Upon sign-in, the voting delegate will receive the required proxy voting cards. Proxy voting cards will **only** be available for pick-up on **Wednesday, December 4, between 9:00 a.m. and 12:00 p.m.** at the **ACWA General Session Desk** in the **Harbor Foyer**, Manchester Grand Hyatt. Proxy voting cards will not be issued before or after these hours. The luncheon and General Session Membership Meeting will be held in the Harbor Ballroom A-F.

GENERAL SESSION MEMBERSHIP MEETING, WEDNESDAY, DEC. 4 (DOORS OPEN AT 1:05 P.M.)

1. The General Session Membership Meeting will be called to order at 1:15 p.m. and a quorum will be determined. The presence of 50 authorized voting representatives is required to establish a quorum for transacting business.
2. Legal Affairs Committee Chair Jennifer Buckman will provide an overview of the agenda and election procedures.
3. Nominating Committee Chair DeAna Verbeke will present the committee's report and announce the candidate for ACWA President.
4. President Brent Hastey will call for floor nominations for ACWA President.
5. If there are no floor nominations for President, the election will proceed. President Hastey will close the nominations and delegates will vote by holding up their "Yes" or "No" proxy voting cards.
6. If there **are** floor nominations for President, the nomination will follow the procedures established by Article 9 of ACWA's Bylaws, stating that floor nominations and seconds shall be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves shall submit a resolution of support if they are not the agency making the floor nomination or second.
 - a. Ballots will be distributed to the voting delegates.
 - b. Delegates will complete their ballots and place them in the ballot box, which will be centrally located in the Harbor Ballroom A-F meeting room.
 - c. Tellers' Committee will count the ballots. President Hastey has appointed the following staff members to serve as the Tellers' Committee: Clerk of the Board Donna Pangborn; Director of Business Development & Events Paula Currie; and Executive Assistant Lili Vogelsang.
 - d. Legal Affairs Committee Chair Jennifer Buckman will serve as the proctor to oversee the ballot counting process.
 - e. Candidates are welcome to designate an observer to be present during the ballot counting process.



PROXY DESIGNATION FORM

ASSOCIATION OF CALIFORNIA WATER AGENCIES
 GENERAL SESSION MEMBERSHIP MEETING(S)

WEDNESDAY, DECEMBER 4, 2019 AT 1:15 PM
 THURSDAY, DECEMBER 5, 2019 AT 1:15PM (IF NEEDED)

TO: Donna Pangborn, Clerk of the Board

EMAIL: donnap@acwa.com

FAX: 916-325-4857

The person designated below will be attending the ACWA General Session Membership Meeting(s) on Wednesday, December 4, 2019 (and December 5, 2019 if necessary) as our voting delegate.

MEMBER AGENCY'S NAME	AGENCY'S TELEPHONE No.
MEMBER AGENCY'S AUTHORIZED SIGNATORY (print)	SIGNATURE
DELEGATE'S NAME (print)	SIGNATURE
DELEGATE'S EMAIL	DELEGATE'S TELEPHONE No.
DELEGATE'S AFFILIATION (if different from assigning agency) ¹	DATE

¹ If your agency designates a delegate from another entity to serve as its authorized voting representative, please indicate the delegate's entity in the appropriate space above. Note: Delegates need to sign the proxy form indicating they have accepted the responsibility of carrying the proxy.

REMINDER: Proxy voting cards will **only** be available for pick up on **Wednesday, December 4**, between **9:00 a.m.** and **12:00 p.m.** at the **ACWA General Session Desk** in the **Harbor Foyer**, Manchester Grand Hyatt. The luncheon and General Session Membership Meeting will be held in the Harbor Ballroom A-F.



October 15, 2019

General Manager
Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, CA 92028

Dear Colleague:

I am pleased to share with you that the Association of California Water Agencies (ACWA) Nominating Committee has selected me as their recommended candidate to serve in the role of ACWA President for the 2020-2021 term. I am excited about having the continued opportunity to play a leadership role in ACWA and represent your water agency and the other 457 ACWA member agencies in addressing California's increasingly complex water issues. I am writing to respectfully request your agency's support for my candidacy during the ACWA Officer Election at our fall conference.

My experience in serving as the ACWA Vice President the past two years, in addition to participating on various ACWA committees and in numerous events over the years, has shown me that it is the people that make the difference in the success of our statewide organization. The diversity among water agencies – north/south, east/west, large/small, ag/urban, coastal/mountain, desert/forest – provides a stellar example of the value of collaboration. Statewide, ACWA member agencies have the expertise to solve almost any water issue when given the opportunity. One of the things I enjoy most about being a part of ACWA is being able to learn from water experts from each of our regions. Together we are a mighty force throughout California and together we can solve difficult issues to the benefit of all Californians.

I have attached a brief summary of my experience. While this experience is indeed important, what I treasure most is having the support of people whom I respect within ACWA – past presidents, fellow ACWA Board members, friends from other water agency boards, general managers and district staff.

Many agencies have already indicated support for my candidacy, and I am very grateful for their early votes of confidence. I respectfully ask for an opportunity to represent the best interests of water agencies throughout California and ask for your agency's vote. I look forward to seeing you at our fall conference in San Diego. Thank you in advance for your support. Please contact me if you have any questions about my candidacy at 714-227-2869.

Respectfully,

A handwritten signature in blue ink that reads "Steven E. LaMar".

Steven E. LaMar
Director

Enclosure: Statement of Qualifications

STEVEN E. LAMAR

Statement of Qualifications for President Association of California Water Agencies

- Inclusive Leadership
- Active Advocacy
- Strong Commitment to the Water Community

“Seeing things from all perspectives and working together to make a difference. This is not only the best way to forge alliances and make tough policy decisions, it’s essential for good governance.”



Inclusive Leadership: Experience that Counts

Steve LaMar has been a member of the Irvine Ranch Water District (IRWD) Board of Directors since early 2009, serving multiple terms as Board President. In past elections, he received support and endorsements from both the business community (e.g., Orange County Business Council, Building Industry Association) and environmental groups (e.g., Orange County League of Conservation Voters, Sierra Club).

Mr. LaMar has also served in leadership roles for the Association of California Water Agencies (ACWA). He is currently Vice President, past Chair of the ACWA Federal Affairs Committee, and a member of ACWA’s Executive Committee. He is a past Chair of ACWA’s Headwaters Task Force. Mr. LaMar has served on the board of directors of several other water-related organizations, including the National Water Resources Association (representing 17 Western states), the Southern California Water Coalition, CalDesal, and the National Water Research Institute.

Beyond his water industry involvement, Steve has held leadership positions at a wide range of organizations, such as President of the Natural Communities Coalition of Orange County, a nonprofit organization responsible for implementing California’s first natural community conservation plan and for protecting 37,000 acres of habitat. He was a past leader in the California Building Industry Association, where he chaired both the Water Resources Committee and the Government Affairs Committee.

Active Advocacy: Not Just Words

Mr. LaMar has a history of advocating for ACWA’s policies and initiatives in his current role as an ACWA officer and through service on numerous ACWA committees. He currently chairs ACWA’s Water Resilience Portfolio Working Group to develop ACWA’s recommendations to the Newsom Administration and the ACWA Board Steering Committee to draft ACWA’s first five-year strategic plan.

A Long-Term Commitment to the Water Community: Live What You Believe

Steve’s commitment to the water community pre-dates his joining the Board of IRWD. He worked on the Delta Vision Stakeholders Coordinating Group as a business representative, the AB 2717 Landscape Task Force as the chair of the Economics Work Group, the 2005 and 2009 Advisory Committees for the California Water Plan, the State Water Desalination Task Force, and Governor Davis’ Drought Advisory Panel.

Serving on the Board of IRWD has provided Mr. LaMar with the knowledge and understanding of what goes into providing retail water service to a broad and diverse community. He has a Bachelor of Arts in Political Science from Pittsburg State University and an Environmental Management Institute Certificate from the U.S. Environmental Protection Agency.



PAMELA TOBIN

petpyrs@surewest.net | C: 916-275-0875 |

Statement of Qualifications

August 2019

Hello ACWA Members:

My name is Pam Tobin and I am asking for your support to be ACWA Vice President (2020 -'21 term). I have more than 15 years of experience in California water at the local, regional and statewide level. I have served on the Board of Directors of the San Juan Water District in Northern California since 2004, including three terms as President of the Board. I also have served multiple terms as Chair of both the Sacramento Regional Water Authority and the Sacramento Groundwater Authority.



As you know, this recent period in California water has presented many challenges for public water agencies and the elected directors who lead them. In my various roles, I have engaged in policy deliberations addressing the worst drought in California's history, landmark groundwater legislation known as SGMA, and ongoing efforts to stabilize the Delta. The most gratifying part of working to find solutions is the relationships I have built.

I value my active participation in ACWA. ACWA is the place where all water agencies come together to learn, to share and to make a difference as we create strategies and policies that will work for the 450 public water agency members under the ACWA umbrella. Whether the agencies are from the north, middle or southern end of the state or serve ag, urban or rural customers, we have more in common than we think because we all serve the public interest. I have been energized by my time on the ACWA Board of Directors as the ACWA Region 4 Chair, hashing out key federal issues and representing ACWA legislative positions on Capitol Hill and thinking about the local issues and how best to serve customers through participation on the Local Government Committee.

It has been extremely rewarding to work closely with the ACWA Board to devise statewide policies on everything from safe drinking water access and quality, to conservation and drought contingency, to providing input to the Newsom Administration on a future water portfolio for California. Also, I have enjoyed serving as a member of the ACWA Board Steering Committee carving out a future path for ACWA through a five-year Strategic Plan. As an ACWA-JPIA Board member and a recently appointed member of its Liability Committee, I have worked to ensure we are offering the critical insurance services that public water agencies need today and into the

future, by securing ACWA-JPIA's financial health and growth. Through these activities, I have been able to put my personal skills around policy development, collaboration, finance, and conflict resolution on the table to help make progress.

Those who know me know that I am not afraid to dig into the tough issues. In fact, I relish the opportunity to work collaboratively with all parties to find the "win-win" outcome. I also am an independent thinker and can make the tough calls. That is what ACWA is all about. ACWA brings the issues, the solutions and the people together. This is precisely why I want to use my experience and skills to help advance ACWA's mission and vision as its vice president.

Serving on the board at San Juan Water District has provided the opportunity to understand both the wholesale and retail side of the water business. We serve families and businesses. While we have some of the most senior water rights in California (1853), the agency also is an American River Division contractor with the Federal Central Valley Project. The agency is active in regional groundwater management / conjunctive use planning, with issues such as SGMA implementation which has helped me to better understand the challenges that other agencies experience. My time working with more than 22 public water agencies, private water companies, cities and counties through my work with the Regional Water Authority and Sacramento Groundwater Authority has been another opportunity to build partnerships for collaborative solutions.

So, what do I do in my spare time? You might be surprised to know that I am a long-time realtor and property developer with over 30 years as a business owner. Understanding the nexus between land-use planning and water management has been invaluable in my water role and in my professional life. But my real passion is caring for our four-legged friends. For many years I focused on showing dogs, but now I rescue them. It is the hardest and best thing I have ever done.

My background: I hail from Laconia, New Hampshire, growing up in the Lakes Region. I have called California home since 1971. I have been married to my wonderful, supportive husband for 38 years. I have two grown children, my oldest son is a senior engineer in upper management for the City of Los Angeles and the youngest is an attorney living and working in Los Angeles. I also have four grandchildren.



Finally, I did not come to the decision to run for ACWA Vice President lightly. As is sometimes the case, several ACWA water leaders that I respect came to me and told me that I should throw my hat in the ring for ACWA VP. Everything I have done to date has prepared me for this moment. I look forward to meeting with many of you to share my ACWA vision and commitment to you personally and hope that I can count on your support for ACWA Vice President.



PAMELA TOBIN

petpyrs@surewest.net | C: 916-275-0875

With more than 15 years of involvement in local, regional and statewide water issues as an elected and appointed official, I will bring considerable experience and knowledge to the office of ACWA Vice President including: water policy development, organizational governance and collaboration / coalition building. I have a passion for helping agencies and organizations to fulfill their mission and support their customers and communities. I serve on the San Juan Water District and Regional Water Authority (RWA) Boards; Chair, Sacramento Groundwater Authority (SGA) and ACWA-Joint Powers Authority Board of Directors and Liability Committee. I have actively served in ACWA leadership as ACWA Region 4 Chair, and as a member of the Federal Affairs and Local Government Committees.

Skills

- Financial Leadership
- Policy Development
- Contract Negotiations
- Collaboration and Coalition Building
- Public Agency and Organizational Governance
- Strategic Planning
- Testimony before State and Federal Agencies / Elected Bodies

Related Water Experience

Association of California Water Agencies Sacramento, CA

- Chair, Region 4 Board of Directors (2018-2019)
- Member, ACWA Board of Directors (2018-2019)
- Member, Region 4 Board of Directors (Since 2014)
- Member, Federal Affairs Committee (2014-2019)
- Member, BOD Strategic Plan Steering Committee (2019)
- Member Local Government Committee (2014-2015)
- Attended ACWA Conferences (2004-2019)
- Attended ACWA’s Washington D.C. Conference (2015-2019), including serving as member advocate in ACWA’s lobbying visits with members of Congress and their staffs, Administration officials and other D.C. leadership.

ACWA Joint Powers Authority Roseville, CA

- Member, Board of Directors (01/2016 – Current)
- Participate in monthly ACWA-JPIA Board meetings. Provide organizational leadership and collaborate with member partners to establish long-term goals, strategies and policies.
- Member of the ACWA-JPIA Liability Committee where I promote financial health and growth.

San Juan Water District
Granite Bay, CA

San Juan is both a wholesale and retail agency, with over 10,000 retail connections and serving a total wholesale population of over 150,000 in North-Eastern Sacramento County and Southern Placer County. Agency has one of the most senior water rights in California (1853) and is also an American River Division contractor with the Federal Central Valley Project

Member, Board of Directors (01/2004 – Current)
President (2016, 2012,2007))

- Provide leadership and guidance, facilitate solutions and collaboration on a variety issues including:
 - District operations and governance
 - Regional water transfers
 - Groundwater / conjunctive use planning
 - District financial issues and budget
 - District policies and business practices

Regional Water Authority & Sacramento Groundwater Authority
Citrus Heights, CA

Each Board is comprised of General Managers and Elected Officials from more than 22 public water agencies, private water companies, cities and counties

Member, Board of Directors (01/2004 – Current)

- Represent San Juan WD on the RWA Board since 2004, including providing leadership as Past Chair (2012) and long-time member of the Executive Committee (2011-2014, 2016-current).
- Received 2018 RWA Distinguished Service Award in recognition of my many years of active service and contributions.
- Facilitate open dialogue, resolved conflicts and negotiated agreements between parties in order to reach win-win solutions and clarify goals
- Shepherd consensus and collaboration with professional staff
- Serve as current Chair of the Sacramento Groundwater Authority and Board member since 2004. (Past Chair - 2007 & 2008).

Professional Experience

- Curtis Real Estate – Realtor (2004-Present)
- Property Exchange Pro LLC – Owner, (2015- Present) – Provide comprehensive real estate services for residential and land markets.

Volunteer & Community Involvement

- Great Pyrenees Rescue – President (1996-Present). Sierra Pacific Great Pyrenees Rescue is a non-profit organization, charged with saving and restoring health of Great Pyrenees and Great Pyrenees mixed dogs. In the past 33 years, I rescued over 2,500 dogs through this program.
- 4-H Club of Placer County – Served as Community Leader (1982-1996)
- Alliance of Therapy Dogs – Tester / Observer (20 Years)

Awards

- Regional Water Authority - 2018 Distinguished Service Award
- Volunteer Center of Sacramento – 2007 Volunteer Spirit Award, "Sacramento Community Change Maker"



Pamela Tobin

My Priorities for ACWA

August 2019

I am often asked, “What is your personal vision for how you hope to contribute to making ACWA better and more valuable to its members?” Here are my priorities:

- **Demystify ACWA:** Local public water agencies have an increasing number of challenges to deal with. ACWA is here to help them, but we must continue to educate them on the services available through ACWA. I want to be an active ambassador on this front. I am a people person and enjoy relating to folks from around the state.
- **Increase Member Involvement:** Keeping member agencies connected to ACWA is truly a job that is never done. With the major turnover in the water industry, we must be vigilant to continue to engage members and solicit their input.
- **Advance Forest Management and Protect Local Water Agencies:** We are making great progress on securing funding and getting folks up the learning curve on the need to reduce fire risk and protect our source water. A lesser understood side effect of catastrophic fires is the burden that it puts on local water agencies who may be shouldered with the fallout of issues like inverse condemnation. We need to bring visibility to this issue and protect our members.
- **Support the Resiliency Portfolio:** Just as ACWA has done through the decades with past administrations, it must step up to proactively provide constructive and innovative input to the Newsom Administration’s water vision. I am proud of ACWA’s work on this and my involvement.

Pam Tobin – Endorsement Form

I, _____, endorse Pam Tobin from the San Juan Water District for the office of Vice President of the Association of California Water Agencies for the 2020-’21 term. I give my permission to use my name in support and endorsement. My personal endorsement does not necessarily represent the position of my Board, Agency or Organization.

Sarah Palmer, Zone 7 Water Agency Director Seeks Your Support as ACWA Vice President



I am pleased and excited to be selected by ACWA's Nominating Committee to be on the official slate as Vice President. The election is on December 4th at the San Diego Fall Conference and I am asking for your support.

As you may know, I have been on the Board of Directors of Zone 7 Water Agency for more than 13 years, serving 3 terms as President. I am active in ACWA by being the Region 5 Vice Chair, an active ACWA Board member, and serving on the ACWA Water Quality, Water Management, and Agriculture Committees. I am also active on the PFAS/PFOA workgroup, the Direct Potable Reuse workgroup (just formed), and the ACWA Board Steering Committee. Learning from these groups has reinforced the fact that we all must work together. With the diverse challenges facing California water, we cannot afford to silo ourselves. ACWA gives us the opportunity and means to find our common ground and advocate on behalf of each other and our environment.

I have a Ph.D. in Cell Physiology and Biochemistry from the University of Toronto and a B.A. in Biology and Political Science from New York University. This background in science, with subsequent research and teaching careers, has led to opportunities for communicating complex concepts to both professional and lay groups. My work with Zone 7 has given me the opportunity to become well acquainted with the issues facing both urban and agricultural stakeholders.

I believe in a vision for California that will integrate all aspects of water: urban, rural, and agricultural. In California, all regions depend on one another. We already have one of the most highly engineered water systems in the world. We must manage it in such a way that we are stewards of both the human made infrastructure and the natural environment. We must think long-term. The world is changing more rapidly than we have yet to understand. We must be prepared to meet those challenges together.

I am increasingly concerned with the issues facing agriculture in California. Agriculture is about 20% of my agency Zone 7's water sales. California agriculture is a national treasure. Its welfare goes beyond the 3% of California's economy. Protecting our agricultural community, and its water, is a matter of food security, even of national security. One of the missions of ACWA should be to find a way to protect our agricultural resources, to make the issues of SGMA work for the Central Valley at least as well as it has for my agency's wineries. With the need for new conveyances and storage of water for our state and their resulting rising costs, we cannot allow more than one million acres of California farmland to go permanently fallow. The social and food security issues are dire under that scenario. Urban and agricultural interests must partner in their common dependence on one another.

I support an "all -of-the-above" approach to managing our state water portfolio. Groundwater banking, new conveyance, potable and non-potable reuse, desalination, increased storage, headwater/forest management all add up to a hefty price tag. There is no one solution or one size fits all. Each region will find its best fit but in such a way that it integrates with other regions. The challenges of present and pending climate change and the ever-present threats of earthquake and fire demand it.

My involvement with the Delta Conveyance, while understandably controversial, has given me a broad insight into the issues of providing water for 24 million people in the Bay Area and beyond as well as the valid and deep concerns of the Delta stakeholders and that fragile estuary on which so many species rely. The “reset” of the project by the Newsom administration should not be a setback, but rather a new opportunity to engage with Delta communities to identify and address their legitimate concerns. I will be chairing a Delta Stakeholder Engagement advisory committee to incorporate Delta perspectives into the logistics and locale of the new alternative. Environmental needs and local cultural heritage must be considered.

I will work to expand ACWA’s membership. Representing and advocating to balance all regional issues in the state will make us stronger and allow more perspectives to be heard. The ACWA JPIA is a strong incentive for joining. My agency joined the JPIA this past year with the unanimous approval by our Board of Directors.

I look forward to working with the ACWA team. The staff is among the best I have seen, the executives are visionary. My ability to work with and understand up-to-date and science-based decision making, my experience along with my strengths of listening, learning, communicating, and adapting make me an ideal candidate for the office of Vice President of ACWA. Again, I ask for your support so that we may work together.

Sincerely,

Sarah Palmer, Ph.D.

More information can be found at:

www.linkedin.com/in/sarahpalmerh2o

Sarah Palmer’s Goals for ACWA In Brief

- Build on existing partnerships while expanding connections with urban, agricultural, academic, heritage and environmental interests
- Minimize “silo-ing” while respecting regional differences
- Increase stakeholder engagement through communication and education
- Advocate for the universal right to clean water
- Improve Association financial strength through increased membership and non-dues funding sources
- Promote a resilient, robust and diverse water portfolio that will serve California for generations to come

Resolution in Support of Sarah Palmer for ACWA Vice President

Now that the ACWA Nominating committee has set a slate for the positions of President and Vice President to be voted on at the ACWA Fall Conference in San Diego including Steve LaMar for President and Sarah Palmer as Vice President, I respectfully ask if your Board can lend me your support. I have included a sample Resolution if you choose to use it!

Thank you for your consideration,

Sarah

Resolution of the Board of Directors of

In Support of Sarah Palmer for the position of ACWA Vice President

WHEREAS, ACWA has announced that the nominating committee has selected the slate for President and Vice President of ACWA

WHEREAS, Sarah Palmer has been selected for the slate as Vice President

WHEREAS, Sarah Palmer has a working knowledge of water industry issues and concerns, possesses strength of character and leadership capabilities, and is experienced in matters related to the performance of the duties of the office of Vice President; and

WHEREAS, Sarah Palmer can provide the dedication of time and energy to effectively serve in the capacity; and

WHEREAS, Sarah Palmer has served in a leadership role as a member of the Zone 7 Water Agency Board of Directors since 2006, 3 terms as President, has served on the Administrative, Finance, Tri-Valley Liaison, and Water Resources Committees of Zone 7 Water Agency; and

WHEREAS, Sarah Palmer serves as the Vice-Chair of ACWA Region 5 Board of Directors and as a Board member of ACWA

WHEREAS, Sarah Palmer serves as a member of the ACWA Agriculture, Water Management, and Water Quality Committees and as a member of the Water Quality Committee PFOS/PFAS subcommittee; and

WHEREAS, Sarah Palmer serves on the ACWA Board Steering Committee; and

WHEREAS, Sarah Palmer has demonstrated outstanding effort and support of local and regional water issues, including public information workshops and presentations; and

WHEREAS, it is the opinion of the ACWA Nominating Committee that Sarah Palmer possesses all the qualities needed to fulfill the duties of the office of ACWA Vice President.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF _____ does hereby support Sarah Palmer for the office of ACWA Vice President.

PASSED AND ADOPTED by the _____ Board of Directors at a regular meeting held on _____.

AYES:

NOES:

ABSENT:

BOARD OF DIRECTORS

November 8, 2019

SUBJECT

SAN DIEGO LAFCO ELECTION TO SPECIAL DISTRICTS ADVISORY COMMITTEE

BACKGROUND

On August 12, 2019, the San Diego LAFCO solicited nominations to fill eight open seats on the 16-member Special Districts Advisory Committee. A total of eleven nominations were received following a 60-day filling period. All terms on the Advisory Committee are four years. Note that Richard Williamson, a nominee on the ballot, is no longer working for Yuima Municipal Water District and if he is not re-hired by another eligible San Diego County independent Special District he would be ineligible to serve on the Committee.

DESCRIPTION

San Diego LAFCO is now issuing ballots to all 58 independent special districts in San Diego County and inviting each district to cast a ballot selecting up to eight eligible nominees. Write-in candidates are permitted.

A ballot that is cast for more than maximum number of positions (eight) will be disregarded. The ballot and vote certification form along with nominee resumes provided by the candidates are attached.

State Law specifies a district's vote is to be cast by its presiding officer, or an alternate member designated by the board and a valid signature is required on the ballot. A minimum of 30 ballots must be received to certify that a legal election was conducted. A candidate for a special districts advisory committee member must receive at least a majority of the votes cast to be elected.

The deadline for receipts of the ballots by LAFCO is Monday, January 6, 2020.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Six: Communication

BOARD OPTIONS/FISCAL IMPACTS

- 1) Cast one vote for each nominee on the Election Ballot and Vote Certification form.
- 2) Give the name of a write-in candidate on the Election Ballot and Vote Certification form.
- 3) Decline to participate in the SD LAFCO Special Districts Advisory Committee elections.
- 4) Provide staff with direction.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

STAFF RECOMMENDATION

Staff supports direction.



Tom Kennedy, General Manager

December 3, 2019



BALLOT FORM

November 4, 2019

TO: Independent Special Districts in San Diego County

FROM: Tameron Lockett, Executive Assistant

SUBJECT: **Ballot Form | Election to Special Districts Advisory Committee**

On August 12, 2019, the San Diego Local Agency Formation Commission (LAFCO) solicited nominations pursuant to Government Code Section 56332(1) to fill eight open seats on the 16-member Special Districts Advisory Committee. A total of eleven nominations were received following a 60-day filing period. All terms on the Advisory Committee are four-years.

San Diego LAFCO is now issuing ballots to all 58 independent special districts in San Diego County and inviting each district to cast a ballot selecting up to eight eligible nominees. Write-in candidates are permitted, and spaces have been provided for that purpose. **Only cast one vote for each nominee on the ballot and vote certification form; a ballot that is cast for more than indicated number of positions the vote will be disregarded.** The ballot and vote certification form along with nominee resumes provided by the candidates are attached.

State Law specifies a district’s vote is to be cast by its presiding officer, or an alternate member designated by the board and a valid signature is required on the ballot. **A ballot received without a signature will be voided.** A minimum of **30** ballots must be received to certify that a legal election was conducted. A candidate for a special districts advisory committee member must receive at least a majority of the votes cast to be elected. The ballots will be kept on file in this office and will be made available upon request.

Ballots may be submitted by mail, courier, hand delivered, FAX or via email to tameron.lockett@sdcountry.ca.gov. The deadline for receipts of the ballots by LAFCO is **Monday, January 6, 2020**, any ballots received after the deadline will be voided. All election materials are available on the website: www.sdlafco.org.

Should you have any questions, please contact me at (858) 614-7755.

Attachments:

- a) Ballot and Vote Certification Form
- b) Nominees resumes

Administration
 Keene Simonds, Executive Officer
 County Operations Center
 9335 Hazard Way, Suite 200
 San Diego, California 92123
 T 858.614.7755 F 858.614.7766
www.sdlafco.org

Jim Desmond
 County of San Diego

Dianne Jacob, Vice Chair
 County of San Diego

Greg Cox, Alternate
 County of San Diego

Mary Castillas Salas
 City of Chula Vista

Bill Wells
 City of El Cajon

Paul McNamara, Alternate
 City of Escondido

Mark Kersey
 City of San Diego

Chris Cate, Alternate
 City of San Diego

Jo MacKenzie, Chair
 Vista Irrigation

Barry Willis
 Alpine Fire Protection

Erin Lump, Alternate
 Rincon del Diablo MWD

Andy Vanderlaan
 General Public

Harry Mathis, Alternate
 General Public

**ATTACHMENT A
SPECIAL DISTRICTS ADVISORY COMMITTEE MEMBER
ELECTION BALLOT and VOTE CERTIFICATION**

VOTE FOR ONLY EIGHT NOMINEES

- Richard S. Williamson (Yuima Municipal Water District) []
- Michael (Mike) Sims (Bonita-Sunnyside Fire Protection District) []
- * Jack Bebee (Fallbrook Public Utility District) []
- James E. Gordon (Deer Springs Fire Protection District) []
- * Robert Thomas (Pomerado Cemetery District) []
- Albert C. Lau (Santa Fe Irrigation District) []
- * Thomas (Tom) Kennedy (Rainbow Municipal Water District) []
- Courtney G. Provo (Mission Resources Conservation District) []
- * Kimberly A. Thorner (Olivenhain Municipal Water District) []
- Brian Boggeln (Alpine Fire Protection District) []
- * Mark Robak (Otay Water District) []

Write-Ins

[]
[]

I hereby certify that I cast the votes of the _____
(Name of District)

for the Special Districts Advisory Committee Election as:

- [] the presiding officer, or
- [] the duly-appointed alternate board member.

(Signature)

(Print name)

(Title)

(Date)

NOTE: The Nominating Committee believes all candidates are equally qualified and recommends each special district proceed with voting as they see fit. Additionally, a candidate's forum is tentatively scheduled for November 21, 2019 as part of the quarterly meeting of the San Diego Chapter of the California Association of Special Districts.

Return Ballot and Vote Certification Form to:
San Diego LAFCO
Tameron Luckett
9335 Hazard Way, Suite 200
San Diego, CA 92123
(858) 614-7755 (office) · (858) 614-7766 (FAX)
Email: tameron.luckett@sdcounty.ca.gov

* Incumbent member

RICHARD S. WILLIAMSON

951-297-0373

richwmson@gmail.com

EXPERIENCE

1979 – 1982

DRINKING WATER PROGRAM MANAGER, STATE OF ARIZONA, DHS

- Developed program Regulations and Compliance Strategies for the State's compliance with the Safe Drinking Water Act.
- Managed State's implementation of Electronic Data Processing of program data.
- Coordinated with the Governor's office on the implementation of the Groundwater Management Act and contracts for the use of Central Arizona Project water.

1982 - 1985

GENERAL MANAGER/DISTRICT ENGINEER, NORTHERN GILA COUNTY SANITARY DISTRICT

- Managed construction of new innovative nutrient removal plant.
- Obtained grant funds for project, and negotiated a waiver from more restrictive standards.
- Developed Strategic Plan, budgets, policies, built reclaimed water line which eliminated any stream discharge from the facility.

1985 - 2002

PRESIDENT/CHIEF EXECUTIVE OFFICER, UTILITY SYSTEMS GROUP, INC.

- Formed first Contract Operations firm in Arizona for water and wastewater systems, which managed municipal and private water and wastewater facilities.
- Purchased twenty-seven water and wastewater utility companies and became largest Arizona-owned private provider of water and wastewater services in the State.
- This Holding Company owned the utilities cited above, as well as providing for contract operations services, engineering consulting and licensed contracting for treatment, pipeline and excavation projects.

2002 - 2006

PLANNING AND ENGINEERING MANAGER, TUCSON WATER DEPARTMENT

- Oversaw development of the City of Tucson 50-year Water Plan.
- Coordinator between the Water Department and the Mayor's office, as well as the liaison with the Pima County Wastewater Management Department.
- Negotiated over \$200 million in system improvements with area developers to allow for extension and improvements in service.

2006 - 2008

GENERAL MANAGER, RED ROCK UTILITIES, INC.

- Developed all the administrative and field protocols for this start-up utility.
- Served new communities developed by the parent company.
- The housing collapse in 2007 and 2008 slowed growth in this company, and left for more active challenges and opportunities with a new position.

2008 - 2010

GENERAL MANAGER/DISTRICT ENGINEER, BORREGO WATER DISTRICT

- Initiated a series of studies to determine the water supply sustainability of the Borrego groundwater basin which determined community only had a 35-year supply.
- Developed new Strategic Plan and partnerships with federal and local water agencies to address the water supply sustainability issues.
- Directed the consolidation of the District with a smaller Community Services District and took over wastewater, recreation, and solid waste services in the community.

2010 - 2015

ASSISTANT GENERAL MANAGER, RANCHO CALIFORNIA WATER DISTRICT

- Responsible for filling in for the General Manager in his absence for this utility located in Temecula, CA.
- Primary responsibilities included development and implementation of the District's Strategic Plan, oversight of the Integrated Water Resource Management Planning efforts in Southern Riverside County, manage the Water Conservation program, coordinate activities with other local agencies including federal, state and local governments.
- Direct oversight of the District's Groundwater Management efforts, and author of the Groundwater Protection Plan for the area.

2015 - 2017

WATER UTILITY MANAGER, CITY OF CARLSBAD, CA

- Overall responsibility for the operation and maintenance of the City's water and reclaimed water activities.
- Coordinated with Mayor's office on regional issues.
- Developed and managed water conservation program during the severe drought that California experienced during this period.

2017 - PRESENT

GENERAL MANAGER/DISTRICT ENGINEER, YUIMA MUNI. WATER DISTRICT

- Total administrative and operations responsibility to the Board of Directors.
- Assisted with development of the Groundwater Sustainability Agency (GSA). Serve as Administrator of the GSA
- Oversee Capital Improvements program; setting policies and insuring consistency with the District Strategic Plan.

EDUCATION

JUNE, 1975

WATER RESOURCES ENGINEERING, UNIVERSITY OF CALIFORNIA, LOS ANGELES

APRIL, 1979

MASTER BUSINESS ADMINISTRATION, GOLDEN GATE UNIVERSITY

20 units of credits toward degree, when transferred to Arizona. Specialized in organizational behavior, accounting and marketing.

SKILLS

- Strategic Planning for Organizations in the Infrastructure Sector.
- Excellent Communication Skills, with experience in Expert Witness Testimony and Seminars.
- Results driven with integrity and experience
- Strong Governmental and Private Sector experience
- Team organizer to address all facets of an issue in the Industry.
- Utilization of Networking from experience in the geographic area and subject matter.

REGISTRATIONS AND LICENSES

- Registered Civil Engineer (California and Arizona)
- Registered Land Surveyor (California and Arizona)
- Certified Water System Operator (Arizona) non-active status
- Certified Wastewater System Operator (Arizona) non-active status
- Licensed Commercial Contractor, Pipelines, Treatment Plants, Excavation (Arizona) non-active

Michael Sims

(619) 479-2346

msims@bonitafd.org

4900 Bonita Road, Bonita CA 91902

Bonitafd.org

Objectives

Serve on the LAFCO Special District Advisory Committee

Education

Columbia Southern University

Bachelor Degree in Public Administration

Experience

Fire Chief

Bonita Sunnyside Fire Protection District

Hired in 1995 as a firefighter and worked through the ranks of Captain, Deputy Chief and was selected as Fire Chief in 2018

Special Assignments

San Diego County Fire Chiefs Liaison to the County Training Officers Section

San Diego County Fire Chiefs - Executive Board - Member at Large

As the past Chair of County Training Officers Section I helped to revitalize countywide participation and collaboration on all manor of training topics in our local fire service by investing in and utilizing the vast talents of the fire training officers in our region.

FAIRA Board Member

PASIS Board Member

SUMMARY: Over twenty years experience in the management of operations, design and planning of water and wastewater infrastructure, including water treatment, distribution and wastewater collections and reclamation facilities. Oversee entire District operation with a staff of 68 FTE's with 11 direct reports in my current position as both General Manager for the Fallbrook Public Utilities District.

EXPERIENCE: **Fallbrook Public Utilities District** **9/2017-Present**
General Manager

Oversee all District functions including Finance, Customer Service, Public Relations, Human Resources, Operations, and Engineering. Responsible for establishing a productive and positive work environment. Facilitates development and implementation of the Board of Directors overall vision for the District. Communicates and Coordinates District operational needs with the Board of Directors.

EXPERIENCE: **Fallbrook Public Utilities District** **2013-Present**
Assistant General Manager/District Engineer

Oversee all operations, engineering and planning functions of the District including maintenance/construction, meter services, purchasing, water system operations and wastewater treatment/water reclamation. Responsible for Planning and setting goals for each department and monitoring performance. Responsible for developing and implementing all capital projects.

EXPERIENCE: **Fallbrook Public Utilities District** **2009-2013**
Engineering and Planning Manager

Served as the head of Engineering and Planning Department. Responsible for planning and overseeing all capital improvements projects for the District Facilities and supporting wastewater and water Operations. The projects include a new groundwater treatment plant and major wastewater reclamation plant rehabilitation as well as water distribution, storage and wastewater collections construction.



James E. Gordon
Director, Deer Springs Fire Protection District
415.852.1086
Jegordon888@gmail.com

Professional History

- Director, Berkeley Research Group; October 2012 to 2014
- Managing Director, Navigant Consulting Asia; March 2005 to October 2012.
- Vice President of Pinkerton Consulting & Investigations; March 2001 to March 2005.
- Executive Vice President and CEO of OnlineSecurity; March 2000 to March 2001.
- Managing Director of Kroll Associates; March 1999 to March 2000.
- Managing Director of The Investigative Group, Inc.; June 1990 to March 1999.
- Partner, Philips & Gordon, Litigation Consulting Firm; May 1980 to June 1990.

Former Professional Associations

- American Bar Association (Associate Member)
- Inter-Pacific Bar Association
- High Technology Crime Investigator Association (HTCIA)

Professional Designations

- Licensed Private Investigator in California
- Chartered Life Underwriter (CLU0)

James Gordon retired in 2014 after a successful international consulting career and is serving his second term (till 2022) as a Director of the Deer Springs Fire Protection District. Mr. Gordon's professional career includes more than 25 years of experience and expertise advising clients faced with complex high stakes business disputes, litigation and investigations, especially in cross-border matters. Mr. Gordon has served as a consulting and testifying expert as well as a third-party neutral in a diverse range of business and discovery disputes.

Mr. Gordon was based in Hong Kong from 2009 to 2012 as Managing Partner for a global expert services and consulting firm. Mr. Gordon was the consulting expert and project lead on a diverse range of complex matters, including: special committee forensic investigations for Boards of U.S. listed Chinese companies; cross-border discovery; allegations of business fraud; undisclosed related third party asset transfers; Foreign Corrupt Practices Act (FCPA) investigations; deep-dive M&A and FCPA due diligence; international arbitration; royalty disputes; intellectual property rights (IPR); and dumping/trade issues.

Mr. Gordon worked on many of the highest-profile regulatory and enforcement investigations in US history, including: the Wall Street IPO Securities Litigation; Tyco; WorldCom; Parmalat; HealthSouth; and Enron. His work involved matters throughout Asia, China, Canada, UK and the United States

advising clients and their counsel in responding to investigations by: U.S. Department of Justice (DOJ); Securities and Exchange Commission (SEC); Federal Energy Regulatory Commission (FERC); the New York Stock Exchange (NYSE); NASDAQ; Federal Trade Commission (FTC); United States International Trade Counsel (USITC) and Congressional and Senate Investigations.

Mr. Gordon was a frequent presenter at In-House Corporate Counsel events, American Bar Association conferences and at the International Pacific Bar Association on topics critical to managing business risks and resolving cross-border disputes including; *"Anti-Corruption and Fraud Investigations in Asia," "Managing Counterparty Business Risk with Business Intelligence and Analytics," "Developing Cost Effective Strategies for Managing Cross-Border Discovery," "Electronic Discovery in Asia-U.S. Cross-Border Disputes,"* and *"Evidentiary Issues in CIETAC Arbitrations."*

Representative Client Assignments

Special Committee Investigation for Chinese Board of US Listed Company

- For a US listed Chinese company, Mr. Gordon was retained by the Board of Directors to conduct an internal investigation in response to whistle blower allegations. Mr. Gordon led an extensive investigation throughout China to drill down on allegations of accounting irregularities; numerous dealings with related undisclosed third parties; and the sale of one of the company's manufacturing facilities that was not an arm's length transaction. Based on Mr. Gordon's investigation, the company restated its financial statements, changed auditors and Mr. Gordon presented his team's findings to US based regulatory agencies.

Audit Committee Internal Bank Investigation

- Mr. Gordon worked with the bank's general counsel and the auditors pertaining to a wide-ranging internal investigation which included: investigating whistle blower allegations; an in-depth information technology review; investigation of an external data breach; and investigation of internal misconduct. The summary of Mr. Gordon's findings was provided to numerous regulatory and law enforcement agencies as well as the AMEX and NASDAQ stock exchanges resulting in no adverse impact to the client.

Major US Financial Institution – Breach of Contract Dispute

- Mr. Gordon was retained as the Court appointed Third-party Neutral Expert in a matter pertaining to allegations of a breach of an Insurance Recovery Agreement for thousands of real estate properties owned by the bank. Mr. Gordon led a team in analyzing hundreds of millions of fields of data from disparate sources including bank loan foreclosure and real estate owned ("REO") property records, asset manager records, hazard insurance recovery provider data, and insurance claims. The case successfully resolved within a week of Mr. Gordon's testimony.

Robert Thomas

POMERADO CEMETERY DISTRICT

14361 Tierra Bonita Road
Poway, CA 92064
858.748.5760
bobtpcd@gmail.com

August 28, 2019

RE: Resume for Special District Advisory Committee

To Whom It May Concern:

My professional career consists of working in local government for twenty-seven years in both northern and southern California.

The last year thirteen years before I retired, I was the Community Services Director for the City of Poway overseeing the parks, recreational and cultural activities of the City.

I have been a Trustee of the Pomerado Cemetery District since 2004 appointed by the San Diego County Board of Supervisors. Dearborn Cemetery is a public cemetery serving the communities of Poway, Rancho Bernardo, and portions of North County and Inland San Diego.

I am now completing my first four year term on the Special District Advisory Committee.

Sincerely,

Robert Thomas

Albert C. Lau, P.E., MBA

Qualification Summary

Over 25 years of progressively responsible and successful engineering, planning, and utility management experience, including 18 years in leadership and senior management capacity overseeing in-house staff, consultants, and contractors. In my current position as the General Manager with Santa Fe Irrigation District, I am responsible for interfacing with elected officials, regulatory agencies, and other public agencies. I am also responsible for, under direction of the Board of Directors, planning, organizing, directing and reviewing the overall activities and operations of the District. I receive policy direction from the Board of Directors, and advise and assist the Board of Directors. Additionally, I represent the District's interests at local, regional, State and Federal levels, and coordinates activities with outside agencies and the community.

Education

- ◆ M.B.A. (2004), San Diego State University, San Diego, CA
- ◆ M.S. Civil Engineering (1994), University of Colorado, Boulder, CO
- ◆ B.S., Civil Engineering (1992), California Polytechnic State University, Pomona, CA

Professional Experience

Position/Employer/Dates	Dates	Responsibilities
General Manager Santa Fe Irrigation District Rancho Santa Fe, CA	March '19 to present	Directly responsible for the development of District-wide work plans; assign work activities, projects and programs.
Director of Engineering and Planning Padre Dam Municipal Water District Santee, CA	July '9' to March '19	Member of the executive team for PDMWD. Successful re-organized the department to improved efficiency and effectiveness that has received numerous project awards.
Engineering Manager Padre Dam Municipal Water District Santee, CA	Sep '00 to July '09	Directly responsible for capital project implementation and increased the quality, timeliness, responsiveness, efficiency, and overall production of my working group.
Senior Engineer Dudek & Associates Encinitas, CA	Apr '98 to Sep '00	Project manager/engineer consistently completed assignments/ projects on time and within budget. Maintained strong working relationships with public agencies and clients.
Project Manager/Engineer Tetra Tech, Inc. San Diego, CA	July '94 to Apr '98	Project engineer in charge of civil works for various projects.

Key Accomplishments

- Provided leadership, under policy directions from the Board of Directors, to develop a fair and equitable rate structure that would fit the unique and diverse consumption profile of Santa Fe Irrigation District.
- Directed the implementation of the East County Advanced Water Purification Program, a partnership between Padre Dam, County of San Diego, Helix Water District and City of El Cajon. This is a \$500M surface water augmentation program, one of the first in the State of California. This regional water supply program will produce up to 30% of East San Diego County drinking water supply locally and provide long term price certainty and enhance local control for the program partners. To date, this program had received

approximately \$40M in grants and over \$101M in State Revolving Fund and received conditional regulatory approvals. Served as media spokesperson for interviews and conducted key elected official briefings.

- Served on the statewide advisory panel for the State Water Resources Control Board and Division of Drinking Water to investigate and report to the Legislature on the feasibility of developing uniform water recycling criteria for direct potable reuse and reservoir augmentation.

Professional Memberships, Registration, and Certifications

- ◆ Registered Professional Engineer - Civil (CA 59053)
- ◆ Member, American Society of Civil Engineers (ASCE)
- ◆ Committee member, Water and Environment Committee, ASCE region 9
- ◆ Member, American Water Works Association (AWWA)
- ◆ Committee member, CA-NV AWWA, Advanced Water Operator Certification Committee
- ◆ Member, Water Reuse Association
- ◆ Member, Water Environment Federation & California Water Environmental Association
- ◆ Member, California Special District Association (CSDA)

Recent Professional Recognitions, Publications, and Presentations

- 2016 Leadership Award, Water Environmental Federation, White House Water Summit.
- WateReuse California (2017) “Maximizing Disinfection Infrastructure for Both Potable and Non-Potable Reuse”, San Diego, CA, in March, 2017.
- IWA International Conference on Water Reclamation and Reuse (2017) “Modifying Existing Infrastructure to Maximize Pathogen Control for Potable and Non-Potable Reuse”, Long Beach, CA in July, 2017.
- WateReuse Symposium (2017) “Potable Reuse Case Study for Full-scale Predesign of RO with 95% Recovery”, Phoenix, AZ in September, 2017.
- Lau, A., Huston, P. & Pecson, B., 2016. Padre Dam's Advanced Water Purification Program: Building a Better Future Inspired by Creativity from the Past. J. - AWWA, 108:11:68.
- IWA International Symposium: Potable Reuse (2016) “Reducing the Need for the Environmental Buffer: Results from Padre Dam’s Advanced Water Purification Testing”, Long Beach, CA, in January, 2016.
- WateReuse California (2016) “Dual Pursuit of Surface Water Augmentation and Groundwater Recharge at Padre Dam”, Santa Rosa, CA, in March, 2016.
- WateReuse Symposium (2016) “Maximizing Product Water through Brine Minimization”, Tampa, FL in September, 2016.
- AWWA California-Nevada Annual Fall Conference (2016) “Maximizing Product Water through Brine Minimization”, San Diego, CA in October, 2016.
- WateReuse California (2015) “Breaking IPR Boundaries at Padre Dam’s Advanced Water Purification Demonstration Project” by Brian Pecson, Los Angeles, CA, in March, 2015.
- AWWA Annual Conference and Exhibition (2015) “Pushing the Boundaries of IPR at Padre Dam’s Advanced Water Purification Demonstration Project”, Anaheim, CA, in June, 2015.

KEY ATTRIBUTES

Experienced practitioner regarding all things related to Special Districts. Deep understanding of LAFCO laws and intergovernmental relations.

EDUCATION

Bachelor of Science, Aerospace Engineering, with emphasis on Flight Mechanics and Propulsion, San Diego State University, 1989

Masters in Public Administration, with emphasis in Public Finance, California State University at Fullerton, 2000

EMPLOYMENT

2014 TO CURRENT

General Manager, Rainbow Municipal Water District

2007 TO 2014 (and 1999 TO 2005)

Operations Manager, Olivenhain Municipal Water District

2006 TO 2012

Non-Revenue Water Consultant (Offshore projects – side work)

2005-2006

Vice President, Business Solutions, Nobel Systems

2003 - 2006

Water Treatment Plant Design Consultant (US based projects – side work)

1999 TO 2005

Operations Manager, Olivenhain Municipal Water District

1991 – 1999

Water Superintendent, City of Vernon

AFFILIATIONS

President, San Diego Chapter of the California Special Districts Association – 2016 to present

Member, San Diego LAFCO Special District Advisory Committee – 2015 to present

Member, San Diego County Water Authority Board of Directors, 2015 to present

Advisory Member CSDA Formation and Reorganization Expert Feedback Team

President, Bonsall Rotary (2018-2019)

Former Chairman of the GE Water and Process Technology Drinking Water User Group

Member American Water Works Association serving on several National Committees

COURTNEY G. PROVO

Courtneyrios@gmail.com | (760) 310-0161

Executive Management

Strategic Planning • Public Sector Engagement • Budget Development • Contract Administration

PROFILE SUMMARY

Accomplished executive with extensive experience in the public sector. Highly skilled in planning, organizing and implementing functions from conception to completion, including business retention, business attraction and diversified programs. Regularly coordinates with various political subdivisions to facilitate change in the community to support organizational objectives. Possess adept skills in budgeting, management of operational services, interdepartmental project supervision, and human resources. Review of analytical data and delivering information in a comprehensible manner. Strong background in relationship management, and team building.

WORK EXPERIENCE

MISSION RESOURCE CONSERVATION DISTRICT

General Manager, July 2018 – Present

- Strengthening the District's visibility through proactive networking, community engagement, workshops and public presentations.
- Works directly with diverse stakeholders, including other conservation districts, local, state and federal agencies.
- Directs all services and activities of the District, that includes the expanding and diversifying of staff and additional program opportunities.
- Supervising grant and contract activities such as monitoring deliverables; development and coordination of staff and sub-contractors and building relationships with internal & external stakeholders to sustain future efforts.
- Analyzing of existing economic conditions relative to business operations and program expansion; reviewing modern techniques for implementation to increase employee retention and streamlined operations.
- Coordinating with other agencies to leverage program development and further grant opportunities.
- Preparation of requests for proposal for necessary contract work, including the interview process and compliance with all provisions concerning public works and prevailing wage.
- Development of business proposals to secure District contracts, that consists of proposal presentations, contract negotiations and ongoing monitoring of deliverables.
- Coordinating with various departments in preparation of the District's annual budget, including fiscal year-end activities.
- Implementing necessary marketing efforts to increase visibility of the District's programs
- Monitoring of the District's day-to-day activities and reports directly to the Board of Directors.
- Preparation of monthly Board reports and regular attendance to all meetings, including the preparation of agendas, recommendations with supporting materials and corresponding meeting minutes.

COLLINS COLLINS MUIR + STEWART

Legal Assistant, March 2016 – June 2018

- Works directly with Partner and Associate level attorneys at varying skills levels and managing their day-to-day calendars and cases.
- Responsible for overseeing status of all pending case deadlines to ensure both legal compliance and timely submittal.
- Conducts research concerning State and Federal rules to ensure compliance with submission of legal pleadings.
- Reviews and edits pleadings prior to submittal to State, Federal, Appellate and Supreme Courts.
- Collaborates with multiple attorneys and staff on as-needed work with little to no direction.

SEMNR & HARTMAN LLP

Legal Assistant/Office Manager, May 2013 – March 2016

- Manages all office operations and day-to-day activities, included, but not limited to hiring and training of additional personnel.
- Maintains various attorney's calendars; calendaring all appearances and corresponding deadlines.
- Researching all applicable local State and Federal rules to ensure proper compliance with jurisdictional authority.
- Maintain client accounts and expenses; assists in firm bookkeeping.
- Responsible for maintaining the life cycle of an entire caseload from conception to completion, which includes overseeing all pending deadlines and maintaining client retention.

KHASHAYAR LAW GROUP

Legal Assistant/Office Manager, August 2008 – March 2016

- Development and implementation of a records management system.
- Corresponds with diverse individuals and administrations; attorneys, staff, clientele and various government agencies.
- Manages attorney's day-to-day calendar and caseload to ensure timely completion of pending projects, in addition to daily office maintenance and activities.
- Prepares and reviews all pleadings and other legal correspondence prior to submission.
- Researches local authority to ensure compliance with legal process and procedure.

EDUCATION

MA, Public Administration

Ashford University

BS, Criminal Justice Administration

University of Phoenix

Kimberly A. Thorner, Esq.

Carlsbad, CA 92009
kthorner@olivenhain.com

NATIONALITY

US Citizen, Born on US Army Base, Berlin, Germany

SKILLS

- Chief Executive Officer
- Public Agency Manager
- Lawyer
- Legislative Advocate
- Project Manager
- Community Relations
- Financial Management

EXPERIENCE

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Olivenhain Municipal Water District, Encinitas, CA
<i>General Manager</i> | 2007- Current |
| <ul style="list-style-type: none">- Management of approx. half billion dollar net worth public agency- Water Supply Planning, Treatment and Maintenance, Wastewater Collection and Treatment, Recycled Water- Parks and Recreation- Legal- Financial- Engineering- Human Resources- Legislative (State & Federal)- Community Relations- Risk & Safety | |
| Olivenhain Municipal Water District, Encinitas, CA
<i>Assistant General Manager</i> | 2002 - 2006 |
| <ul style="list-style-type: none">- Management of public agency- Oversight of main functions of District | |
| Olivenhain Municipal Water District, Encinitas, CA
<i>Project Manager</i> | 1996 - 2002 |
| <ul style="list-style-type: none">- Project Management- Constructed World's Largest Immersed Membrane Treatment Plant- Project Team on the Olivenhain Dam- Environmental Compliance- Contract Negotiations- Public Relations- Budget Oversight and Management | |

EDUCATION

Thomas Jefferson School of Law, San Diego, CA

- Juris Doctorate, May 1995
- Editor for "The Restater" Law School Newspaper 1993-1995
- Teaching Assistant, Legal Analysis 1993-1994
- President-Student Bar Association-1994-1995
- Academic Chairperson-Student Bar Association-1993-1994

University of Colorado, Boulder, CO

- Bachelor of Arts in Political Science, May 1992
- Secondary Emphasis - German
- Active member of CU Law Club; CU Election Poll Manager -1991

ACHIEVEMENTS & PROFESSIONAL BOARDS (Last 10 years)

- Certified Special District Administrator from the Special District Leadership Foundation (2008 – present)
- WaterReuse California Board of Directors (2018 to present)
- 2015 California WaterReuse Advocate of the Year
- Founding member and lead for the North San Diego County WaterReuse Coalition (2010 to present)
 - Testified before the San Diego Grand Jury which resulted in a commendation for the coalition (2015/2016)
- Association of California Water Agencies Federal Affairs Committee (2006 to present)
- San Diego Local Agency Formation Commission Advisory Committee (2008 to present)
 - Elected Chair (2014 to present)
- Board of Directors of the San Diego North Economic Development Council (SDNEDC) (2007 to present)
 - Elected Chair (2013-2014)
- Integrated Regional Water Management Regional Advisory Committee (2008 to present)
- California Best Places to Work (2007 and 2008)
- Sponsored AB 869 to promote water recycling in California (2017)
- OMWD bond rating increased from A- to AAA under my tenure as General Manager, while our rates remained in the lower third in the region for the average user. (2007 to present)
- Issuance of over \$250 million in bond financing and refunding
- Oversaw unprecedented OMWD safety record of over 10 years of no lost time preventable injuries (2007 to present)

COMMUNITY INVOLVEMENT

- Water for People (San Diego Core Committee) Emcee at Annual Lunch (2013 to present)
- Lead Planner and Host for the North County Water Summit with the SDNEDC (2015)
- Board of Management – Magdalena Ecke YMCA (2007 - 2017)
 - Finance Committee – Magdalena Ecke YMCA (2007 - 2015)
 - Alga Norte task Force – Magdalena Ecke YMCA (2014-2016)
- Board of Directors (President) – Arroyo Vista Homeowner's Association (2009 to present)
- Classroom Volunteer – Olivenhain Pioneer Elementary – 2012 to 2018
- Hands On San Diego Volunteer
- hikeboss@summitfriends.com Annually guide personal and professional friends on ambitious day hikes, including Rim to Rim of the Grand Canyon and Mt. Whitney

**2020 LOCAL AGENCY FORMATION COMMISSION
NOMINATION / RESUME**

NOMINATED BY:	
District Name:	Olivenhain Muncipal Water District
District Phone:	(760) 753-6466
NAME OF NOMINEE:	
Name:	Kimberly A. Thorner
Address:	1966 Olivenhain Road, Encinitas, CA 92024
Phone:	(760) 753-6466
NOMINATED FOR:	
<i>Please check <u>one</u> box Refer to the List of Incumbents.</i>	LAFCO POSITION: <input type="checkbox"/> Regular Special District Member (Term expires in 2017) <input type="checkbox"/> Alternate Special District Member (Term expires in 2019)
	SPECIAL DISTRICTS ADVISORY COMMITTEE POSITION: <input checked="" type="checkbox"/> Special Districts Advisory Committee (Term expires in 2019)
DISTRICT EXPERIENCE:	Ms. Thorner began her tenure with Olivenhain Municipal Water District in October 1996, becoming General Manager on January 1, 2007. Under her direction, OMWD provides water, wastewater services, recycled water, hydroelectricity, and park/recreation facilities on behalf of approximately 86,000 customers over 48 square miles in northern San Diego County.
LAFCO EXPERIENCE:	Ms. Thorner currently serves as Chair of the San Diego Local Agency Formation Commission's Special Districts Advisory Committee (SDAC). She has served on the SDAC for the past 12 years. She has participated and provided input and guidance on dozens of important LAFCO issues during her tenure and has spoken at many LAFCO hearings on behalf of the SDAC.
ADDITIONAL INFORMATION:	Ms. Thorner earned a bachelor's degree in political science from the University of Colorado (Boulder) and her Juris Doctorate from Thomas Jefferson School of Law in San Diego. She is past Chair of the San Diego North Economic Development Council's Board of Directors, past member of the Ecke Y Board of Directors, past Chair of the Ecke Y Board Finance Committee, on the WaterReuse California Board of Trustees, and the SDCWA Fiscal Sustainability Task Force. Since 2008, she holds her Special Districts Administrator certification from the Special District Leadership Foundation and recently completed the Special District Leadership Academy.

Brian Boggeln

1364 Tavern Rd• Alpine, CA 91901
Phone: 619-445-2635 • E-Mail: bboggeln@alpinefire.org

Education

- A.S. Degree – Fire Protection Technology
- California State Fire Marshal Fire Officer
- California State Fire Marshal Chief Officer
- California State Fire Marshal Fire Instructor I

Experience

- 2018 – present Division Chief of Operations – Alpine Fire Protection District
- 2004 – 2018 Fire Captain/Paramedic
- 2001 – 2004 Firefighter/Paramedic
- 1997 – 1999 Firefighter Cadet

Special Assignments

- Emergency Medical Services Coordinator – Alpine Fire Protection District
- Chair of Central Zone Training Officers Association
- Chair of Central Zone Operations Chiefs
- Central Zone Representative to San Diego County Regional VHF Radio Project

Experience

- Division Chief of Operations – Alpine Fire Protection District – Oversee the daily operations of the Alpine Fire Protection District. Supervise the twelve operational personnel in fulfilling the mission of the District.
- Fire Captain – Supervise six personnel in daily activities on an engine company. Provide command and control of emergency incidents.
- Emergency Medical Services Coordinator – Supervise the emergency medical operations of the Alpine Fire Protection District.

Mark Robak

619-778-3800

MarkRobak@icloud.com

WATER INDUSTRY – ELECTED OFFICE

2005 - Present Otay Water District

Spring Valley, CA

Board Member, Former President, Vice-President & Treasurer

- Oversee a public agency with \$132M annual budget, providing water and sewer and recycled water to 224,000 customers in a 126 square mile service area. Represent all of the District sewer ratepayers.
- Chair of Finance and Administration Committee. Provide guidance to finance department staff for annual budget cycle and instrumental in Board audits of District finances.
- Head of current Labor Negotiations Committee.
- Former Chair of Engineering Committee. Fully engaged in oversight of key District CIP projects.
- Chief advocate at Board level for continuing development of District strategic plan and benchmarking study, including advocating for peer review as presented by AWWA.
- Instrumental in securing a feasibility study to bring recycled water to northern service area of the District. Public speaking on expansion of recycling water to the media, including local television.
- Represented District to Water Reuse Association, attending local, state and national level conferences.
- Had District rejoin ACWA in 2017 after a long hiatus.
- Been the Board member involved in Water for People events.
- Was instrumental in the recent introduction of live streaming of Otay Board meetings.

2005 – Present Water Conservation Garden

El Cajon, CA

Board Member/Former President

- Oversaw a joint-powers authority comprised of six public agencies creating an award winning five-acre display area that showcases water conservation to the general public and landscaping professionals.
- Was involved with the Garden when it opened in 1999 and have the most background of any individual.

1997 - Present San Diego Metro Wastewater Joint Powers Authority

San Diego, CA

Board Member/Former Chairman/Longest serving Board Member

- Oversaw a joint-powers authority comprised of 15 other cities and districts that pay for 35% of the upkeep and capital costs of the City of San Diego's regional wastewater facilities, with 2.2 million customers in a 450 square mile service area, treating 180 million gallons a day.
- Former Member of the Independent Rates Oversight Committee (IROC) for City of San Diego.
- Former member of the Finance Committee, that reviewed and advised on City of San Diego Bond offerings affecting Municipal and Metro systems (approx. \$1.2B placed - May 2009)
- Former head of Strategic Ad-Hoc Committee charged with shaping vision and mission for the organization, along with a plan to achieve those goals.
- Assisted in development of a communications plan and design of organization website.
- Participant in American Assembly II process in 2005 that endorsed Indirect Potable Reuse.
- Developed a Twitter site for them.

1996 - 2001 Padre Dam Municipal Water District

Santee, CA

President, Treasurer, Board Member

- Oversaw public agency with \$40M annual budget, providing water, sewer and recycled water to 135,000 customers in an 85 square mile area.
- While President of the Board the Board (1998), championed a Competitive Challenge program that was instituted comparing the agency to best management practices of the private sector. Has saved Padre Dam ratepayers \$1,800,000 annually to date.
- Represented Santee Lakes area and helped develop a Master Plan for 190-acre Santee Lakes Park & Campground, allowing it to become self-supporting and enhance recreational benefits for the community.
- Assisted in negotiations with employee bargaining unit in securing a new labor agreement.

WATER INDUSTRY

Water Conservation Garden

- Led formation and recruitment of Board Members that led to creation of *Friends of the Garden* foundation to assist in fundraising for the operation of the facility. This entity became the management structure for the Garden effective January 2011 and exists to this day. Our goal when we formed it was to achieve at least half of our funding from outside the industry, which the Garden did achieve.
- Obtained signage on Jamacha Road through my political connection with former Senator Dennis Hollingsworth. The Garden had previously been rebuffed by Caltrans who has jurisdiction on road.
- Started and maintained their Facebook site, which I turned over to them, as well helping start other social media sites.

Water-Wise AA Degree program/Cuyamaca College

- During my tenure (4 years) as President of the Water Conservation Garden, I was the chief advocate getting a new Water-Wise AA Degree program implemented in conjunction with Horticulture Department at Cuyamaca College. Worked with the College and SDCWA staff to achieve it.
- The program is a model for junior colleges throughout the state.

YesToTap on Twitter

- Developed and maintain the leading Tap Water advocacy site in San Diego County.
- Averages 3,000+ impressions per month. Followers throughout U.S. and world.
- Developed a tapwater pledge for organizations.
- Goal is to develop website and other advocacy methods.

Conservation Action Committee

- Bought the www.ConservationActionCommittee.org for the organization and helped developed their website working with SDCWA staff
- Developed both their Facebook and Twitter sites
- Main promoter of their programs in social media

Otay Mark

- Have the leading water Twitter site (non SDCWA) in San Diego averaging approximately 30,000 views per month with a high of approximately 90,000. Followed by opinion leaders throughout the state.
- Leading advocate of SDCWA's member agencies on their specific accomplishments.
- Also have a website, with Facebook, Instagram, YouTube and Flickr.

Television & Media

- Have appeared in interview format on local news on water and wastewater issues
- Have relationships with local print, online and television reporters
- Was guest curator for a week on Voice of San Diego's Instagram page for water issues

Political

- Have advised locally elected officials on water issues, including Senator Joel Anderson, when first elected to Padre Dam, prior to higher office.
- Have extensive connections with locally elected officials throughout San Diego County.
- Have helped develop social media strategy for locally elected officials.

Social Media Instruction

- Taught social media with a focus on Twitter to agencies at the San Diego Chapter of the California Special Districts Association. Analyzed all water agencies for their social media effectiveness.
- Started the Chapter's Facebook and Twitter sites.
- Advised agencies on areas of improvement including SDCWA.

Water & Wastewater Technology Program

- Completed Water Distribution Systems – WWTR 130 – Grade A
- Completed Wastewater Collection Systems – WWTR 132 – Grade A

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2020	MEETING	LOCATION	ATTENDEES	POST
January	9	SDCWA Special Board Meeting	SDCWA	GM	N/A
January	*	CSDA – San Diego Chapter	The Butcher Shop – 6:00 p.m. 5255 Kearny Villa Road San Diego, CA 92123	Mack	N/A
January	*	LAFCO Special Meeting	County Admin Center, Room 302 – 9:30am	(As Advised by GM)	N/A
January	*	Santa Margarita River Watershed Watermaster Steering Committee	Rancho California Water District	Hamilton	N/A

* To Be Announced

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING					
DATE	2020	MEETING	LOCATION	ATTENDEES	POST
January	8	Engineering & Operations Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	12/30
January	2	Communications & Customer Service Committee Mtg.	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	12/30
January	6	LAFCO	County Admin. Center Room 302 9:00 am	As Advised by GM	N/A
January	14	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	12/30
January	14	SDCWA GM's Meeting	SDCWA, San Diego 9:00 a.m.	General Manager	N/A
January	21	Council of Water Utilities	The Butcher Shop – 8:00 a.m. 5255 Kearny Villa Road San Diego, CA 92123	All Directors, General Manager	N/A
January	17	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A
January	28	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	1/21
January	22	North County Work Group (NCWG)	Rincon Del Diablo, Escondido 7:30 a.m.	General Manager	N/A
January	22	San Luis Rey Watershed Council	Pala Administration Building 1:00 p.m.	Appointed Director	N/A
January	23	SDCWA Full Board Meeting	SDCWA Board Room, 3-5 p.m.	General Manager	N/A



STAFF TRAINING REPORT

ATTENDEES NAME(S):	22 Employees/ Various Departments (all names listed below)																														
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	ACWA JPIA Training Conference, San Diego																														
DATE(S) ATTENDED:	March 13 and March 14, 2019																														
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	ACWA JPIA, Training Conference																														
LOCATION:	Holiday Inn, Bayside- San Diego																														
BRIEF DESCRIPTION:																															
<p>On October 29 and October 30th, a total of 22 employees attended a full day or two day training conference hosted by ACWA JPIA in support of their Professional Development Program, for Operations, Supervisory, or Human Resources. This conference included detailed and informative training on the following subjects:</p> <p>Performance Management (HR), Insurance Requirements (HR/SUP) Policies/Procedures (HR/SUP), Confined Space Entry (OPS), Drug & Alcohol Suspicion for Supervisors (HR/SUP), Lockout/Tagout (OPS), Injury Illness Prevention Program (HR, SUP, OPS) Designated Employer Representative Training, Performance Appraisals (HR/SUP), Defensive Driver (OPS), Peer to Boss (HR/SUP), Traffic Control and Flagger (OPS) Workers Comp (HR/SUP) Discrimination & Harassment Prevention, Hazard ID (Sup/Ops)</p> <p>These training courses benefited the district by providing our employees with refreshed knowledge in their respective areas which results in better equipped and developed employees in our various departments.</p> <p>Attendees:</p> <table> <tr> <td>10/29/19</td> <td>10/30/19</td> <td>10/29 & 10/30</td> </tr> <tr> <td>Karleen Harp</td> <td>Chuck Faust</td> <td>Claudia Ramirez</td> </tr> <tr> <td>Scott Simpson</td> <td>Jerry Kraft</td> <td>Chris Hand</td> </tr> <tr> <td>Steve Coffey</td> <td>Justin Demary</td> <td>Clem Taylor</td> </tr> <tr> <td>Charmaine Esnard</td> <td>Thomas Sjuneson</td> <td>David Hill</td> </tr> <tr> <td>Gerardo Cancino</td> <td>Wayne Nault</td> <td>Rene Del Rio</td> </tr> <tr> <td>Bryan Rose</td> <td>Michael Gonzalez</td> <td></td> </tr> <tr> <td>Armando Lopez</td> <td>Jesus Hernandez</td> <td></td> </tr> <tr> <td>Bernie Nunez</td> <td>Bryan Ortiz</td> <td></td> </tr> <tr> <td>Dennis Mendez</td> <td></td> <td></td> </tr> </table>		10/29/19	10/30/19	10/29 & 10/30	Karleen Harp	Chuck Faust	Claudia Ramirez	Scott Simpson	Jerry Kraft	Chris Hand	Steve Coffey	Justin Demary	Clem Taylor	Charmaine Esnard	Thomas Sjuneson	David Hill	Gerardo Cancino	Wayne Nault	Rene Del Rio	Bryan Rose	Michael Gonzalez		Armando Lopez	Jesus Hernandez		Bernie Nunez	Bryan Ortiz		Dennis Mendez		
10/29/19	10/30/19	10/29 & 10/30																													
Karleen Harp	Chuck Faust	Claudia Ramirez																													
Scott Simpson	Jerry Kraft	Chris Hand																													
Steve Coffey	Justin Demary	Clem Taylor																													
Charmaine Esnard	Thomas Sjuneson	David Hill																													
Gerardo Cancino	Wayne Nault	Rene Del Rio																													
Bryan Rose	Michael Gonzalez																														
Armando Lopez	Jesus Hernandez																														
Bernie Nunez	Bryan Ortiz																														
Dennis Mendez																															



STAFF TRAINING REPORT

ATTENDEES NAME(S):	Chris Daugherty
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	NIGP Introduction to Public Procurement
DATE(S) ATTENDED:	September 10th-12th, 2019
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	County of Orange
LOCATION:	County of Orange - Purchasing Department
BRIEF DESCRIPTION: <p>This class provides an overview of the ever-changing profession by identifying fundamental concepts that affect procurement in the public sector. Some of the topics covered in the course were legal issues, ethics, and contract administration amongst other things.</p>	



STAFF TRAINING REPORT

ATTENDEES NAME(S):	Charmaine W. Esnard
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	ACWA JPIA Training Conference
DATE(S) ATTENDED:	10/29/2019
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	ACWA JPIA
LOCATION:	Holiday Inn- San Diego, 4875 N Harbor Dr, SD
BRIEF DESCRIPTION:	
<p>Risk Transfer Insurance Requirements in Contracts</p> <ul style="list-style-type: none"> -How Contractual Risk Transfer is defined. -The duties of each of the three parties involved in contractual risk transfer. -The three levels of contractual risk transfer. <p>Designated Employer Representative (DER) Training</p> <ul style="list-style-type: none"> -Training DER's in their roles and responsibilities in the drug and alcohol testing process. With this training, the DER will: -Identify the roles and responsibilities of a DER for the Company. -Learn how to handle unique or unusual situations (e.g., "shy bladder"). -Ensure compliance with DOT drug and alcohol testing rules and regulations. -Implement best practices in testing management. 	



STAFF TRAINING REPORT

ATTENDEES NAME(S):	Chris Hand
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	PDP JPIA
DATE(S) ATTENDED:	Oct. 29-30
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	JPIA
LOCATION:	San Diego

BRIEF DESCRIPTION:

The first class i attended was Drug and Alcohol Reasonable Suspicion for Supervisors and it touched on the different laws for drug testing an employee and how people try to cheat the test and what to look for. It also touched on what the signs and symptoms are of all the different drugs and alcohol and how they are done. The second class I attended was Injury and Illness Prevention and it touched on what the plan should consist of and the different things that should be in it and how often it needs to be updated. It also said that every employee should be trained on it and they should also know where they can find a copy of it. The third class that I attended was Defensive Driver and it when over different driving techniques and how to deal with aggressive drivers and what to watch out for and the different laws. The forth class was Accident Investigation and it touch on how an investigation should be done after an accident. You should find out what happened, how it happened and then work on how it can be kept from happening again by providing training to the employees to avoid the same thing from happening again and that near misses should be reported so that we can learn from them.

STAFF TRAINING REPORT

ATTENDEE NAME(S):	Scott Simpson, Steve Coffey, Gerardo Cancino, Bryan Rose, Armando Lopez, Bernie Nunez, Dennis Mendez, Chuck Faust, Jerry Kraft, Justin Demry, Thomas Sjuneson, Wayne Nault, Michael Gonzalez, Jesus Hernandez, Bryan Ortiz, Clem Taylor, David Hill, rene Del Rio.
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	JPIA Conference
DATE(S) ATTENDED:	10/29 & 10/30
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	JPIA
LOCATION:	San Diego
BRIEF DESCRIPTION	
<p>Staff attending this conference were exposed to classes such as Confined Space Entry, Performance Management, Lock out/ tag out, Injury Illness Prevention Program, Performance appraisals, defensive driver, traffic control and flagger and Discrimination & harassment Prevention.</p> <p>Many of these classes are required and provide continuing education credits which can used towards the water distribution and treatment certificate renewals.</p>	



STAFF TRAINING REPORT

ATTENDEES NAME(S):	Steven Strapac, Michael Powers
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	American Water Works Association - ACE 19
DATE(S) ATTENDED:	6/9/2019-6/12/2019
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	American Water Works Association
LOCATION:	Denver, CO
BRIEF DESCRIPTION:	
<p>The annual AWWA ACE conference is a place to both contribute to and learn from the discussions at the forefront of technology and practice in the field of water distribution and treatment.</p> <p>The conference hosts committees for the development of national standards for water technology. It is particularly important for utility representatives to be present at the table to help establish the quality standards that manufacturers will be held up to. RMWD was represented at both the Pipe Rehabilitation Committee and the Slip-lining Standards Subcommittee.</p> <p>One of the main draws of the conference are the "professional sessions" where attendees can learn from the manufacturers of the latest technologies and from utility professionals who have tested the technology to determine if new technologies could be implemented at RMWD for the District's benefit. In addition, there are many sessions hosted by utility staff discussing their experiences and solutions to common issues. RMWD staff attended several sessions concerning chloramine disinfection which is important for maintaining water quality in Morro Reservoir. In addition, RMWD staff attended sessions about weighing rehabilitation of infrastructure against replacement, integrating asset management into master planning, improving design through modeling, quantifying level of service using a data driven approach, and several sessions about innovations in long term planning and alternative water supplies.</p> <p>In addition, the AWWA ACE conference has an expansive exhibit hall with booths representing the latest technology in the field. This is where District staff can see the technologies up close and have one on one discussions with manufacturers about their usefulness for the District. For example, staff was able to talk directly to several manufacturers of reservoir mixers and get an in depth understanding of which technology would be the best suited for the District's needs. Also, the exhibit hall houses poster presentations, including one about RMWD's Condition Assessment Project and Outcomes, available for everyone to view at their own pace. Finally, the exhibit hall allows for constant face to face interaction with other like minded professionals from around the world which is an incredible opportunity for networking and learning from others.</p>	



STAFF TRAINING REPORT

ATTENDEES NAME(S):	Malik Tamimi, Chad Williams
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	PM101: Effective Project Management Fundamentals
DATE(S) ATTENDED:	October 11, 2019
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	San Diego County Water Authority
LOCATION:	4677 Overland Ave, San Diego, CA 92123
BRIEF DESCRIPTION:	
<p>Training on the fundamentals of effective project management. Review of the project management life cycle, project management standard (PMBOK Guide), project tracking and control, schedules, budgets, difficult project situations, technical skills, and soft skills.</p>	



STAFF TRAINING REPORT

ATTENDEES NAME(S):	Dawn Washburn
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	2019 Board Secretary/Clerk Conference
DATE(S) ATTENDED:	November 12-14, 2019
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	CSDA
LOCATION:	Monterey, CA
BRIEF DESCRIPTION:	
<p>Attendance at this annual conference was to focus on the information to be provided to the advanced returning attendees.</p> <p>The opening key-note speaker provided myths and facts related to multi-tasking in the roles in which we work. Since the roles in which the board secretaries and clerks involve extreme levels of multi-tasking, the speaker took this opportunity to provide tricks and recommendations to help ensure all tasks are completed without dropping the ball.</p> <p>We reviewed the system of motions in Robert's Rules of Order as well as some presented recommendations. Although there is no absolute sequence, there was emphasis on the characteristics of main motion in which it was stressed all main motions should be CLEAR AND UNAMBIGUOUS as opposed to "I so move". Some Board Members get very comfortable in the motion process; however, I will strive to professionally continue to ensure the RMWD Board state their main motions very clearly and unambiguous for the record utilizing the tools provided in the next segment which was "The Person in the Middle - How the Board Secretary/Clerk Can Support an Effective Board, Manager, and Staff Team". Part of this process will also include an updated version of the Board Member Orientation Process.</p> <p>I attended the "Maximizing Employee Potential Through the Coaching/Evaluation Process" which placed emphasis on documentation and record keeping for leadership positions. Facts, Rule, Impact, Suggestions/Directions, Knowledge (F.R.I.S.K.) should all be included in all documentation.</p> <p>There was a track on both Propositions 218 and 26 which gave a better understanding of the notification process as well as record retention for protests received by the district. The final track consisted of familiarizing ourselves with the responsibilities associated with Form 700's.</p>	

BOARD OF DIRECTORS

 December 3, 2019

SUBJECT

 Operations Report for October & November 2019

DESCRIPTION

 Activities for Operations & Maintenance Division

CONSTRUCTION & MAINTENANCE DEPARTMENT:

	Repairs	Installations	Leaks
Mainline	4	1	4
Service	0		
Hydrants			
Valves	0	0	
Meters		0	
Blow-Offs	0		
Air Vacs	0		

WATER OPERATIONS & VALVE MAINTENANCE DEPARTMENT:
Water Operations:

- Beck Reservoir weed abatement completed
- 3 Reservoir cover inspections completed
- Service on CL17 chlorine analyzers completed
- Replaced 5 sample station covers
- All tanks are in service

Valve Maintenance:

Monthly Totals	Valves (Distribution)	Appurtenance Valves	Appurtenances
Exercised	35	35	N/A
Inoperable	1	4	
Repaired			
Replaced			
Installed			

Valve Maintenance completed and/or oversaw the following:

- 204 utility locates completed
- Assisted with (8) shutdowns
- Raised (0) fire hydrants (installed break-away spools)
- Replaced (1) air vacs / (0) wharfheads
- Panted 45 appurtenances

METERS DEPARTMENT:

Current Projects:

- Water Service Upgrade Project-New truck is being built and trailer vacuum has been purchased
- Rancho Viejo Community backflow removal letters mailed out and appointments with Cross-Connections Specialist/Homeowners been made.

Future Projects:

- Resolution with ABM has been met. Putting together project scope for Concorde. Waiting for dates to proceed with mass meter replacement. Prepping Routes 11, 48 for Pilot.

Backflows:

- Rancho Heights area: 335 devices tested

Customer Service Requests:

- 1152 total for the month of October 2019

WASTEWATER DEPARTMENT:

Monthly, Semi Annual and Annual Reports:

California Integrated Water Quality System (CIWQS): Confirmation #2556472 Reported “No Spill Report” for October 2019

San Diego Water Boards

Environmental Scientist, Source Control Regulation Unit: Keith Yaeger

Update - PLSD Spill Report in CIWQS 3rd party (Event ID: 854024 January 17, 2019)

SANITARY OVERFLOWS:

None for January 2019

PROJECTS:

Job # 167036

North River Road 15’’ VCP Sewer Line Assessment

October 14,2019 - 2,446’ Cleaned, CCTV and traffic control.

October 15,2019 - 3200’ Cleaned, CCTV and traffic control.

October 16,2019 – 2302’ Cleaned, CCTV and traffic control.

October 17,2019 – 1,800’ Cleaned, CCTV and traffic control.

Acct # 02-72000-61

City of Oceanside permit \$ 574.00

Acct # 02-72000-61

Traffic control Traffic Solutions \$ 8,408.00

Houston & Harris CCTV, \$ 8,000.00

Thoroughbred Lift Station

October 2,2019 – Wet well liner removal from wet well plugged two suction lines and pumps. 2 Confined Space Entry full permit.

Customer Service:

3937 Kerri Way Fallbrook – Appleton Brook Hills Limited Partnership customer needs assistance locating sewer line & sewer clean out building home on lot.

Mutual Aid etc.

Fallbrook Public Utility District – Interview Panel

October 17,2019 - Assisted another District's: City of vista Public works oral interview for Utility III

Fallbrook Public Utility District – Assisted in Vactor service/standby

October 15,2019 – October 20,2019 assist/standby backing up Fallbrook Public Utility District in Mutual Aid Sewer Vaccon truck.

CIP – Projects: North River Road assessment/repairs

TECHNICAL SERVICES DEPARTMENT:

FLEET/GARAGE:

Projects:

- Chevrolet 4500 Dump truck New Vehicle Preparation for Meter Crew
- Chevrolet Silverado 1500 for Meter Supervisor New Vehicle Preparation
- Equipment Trailer # 111 Rehab new flooring, ramps, lights, prep & paint
- Building # 2, 4 & 5 Airline supply installation with new air hose reels for fleet shop and waste oil & antifreeze storage tanks.
- Target safety
- Online “Lion Technology” hazardous waste training certification to be completed by Dec. 25 2019
- Back up Camera Installation for Unit # 18,23, 25, 32, 36, 40
- Vehicle Grading for Unit # 24, 28, 33, 36, 61
- Highline Trailer # 119 Hose Winder Reel installation
- Shoring Trailer Preparation

Future Projects:

- Vehicle Fleet smog testing and reporting
- New Vehicle Preparation for New Unit # 71 Dump Truck
- Fabrication & Installation of Truck steps for Unit # 22, 23, 25, 37, 40, 43, 44
- Shop Work Bench modification and shop area clean up tool storage and supplies enhancement.
- Hazardous Waste Area spill supplies & tools organization enhancement.
- Shop Fleet Key Box and fleet vehicle spare keys organization.

Violations:

None for January 2019

Fleet:

Total Vehicles: **41**

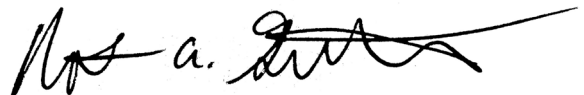
ELECTRICAL/SCADA:

Current Projects:

- Southern Contracting installation of (4) 100-amp circuits to new office trailers and installed a new 100-amp load center in the server room.-Complete
- Installation of new 120-volt receptacles, communications wiring and connections in new office trailers.-Ongoing, nearly complete
- Responded to SDG&E wind related power outages: Deployed generators and checked stations-Complete
- Lookout Mtn. Tank SCADA panel / radio upgrade-New panel online-Complete
- Gomez Tank electric service-Ongoing
- Pala Mesa Tank Radio Upgrade-Complete
- Coordination with San Diego Sherriff Department on replacement Sherriff Department building planned for the Cement Tank Communications site.-On Going
- Install new SMS text message system to Water and Wastewater SCADA alarm.-On going

Future Projects:

- Install generator at Sumac repeater site.
- Install generator at Gopher Tanks repeater site
- Install new panels and radios for SCADA communications.
- Camera installation at Old River Lift Station
- Vallecitos Tank to North C12 communications link.
- Install flow meter at Vallecitos Tank
- Install flow meter at Rainbow Heights Tank



Robert Gutierrez
Operations Manager

11/18/19

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

Engineering Report for October 2019

DESCRIPTION

CAPITAL PROJECTS:

Pressure Reduction Plan: The Consultant is currently working on the development of a system wide pressure analysis to extend the useful life of water mains and has held several meetings with staff to help determine optimum locations. This effort was reduced to allow the Consultant to evaluate the water system if RMWD leaves SDCWA. However, the District is installing several PR Stations. The District received five of the ten pre-fabricated pressure reducing stations from EFI. Staff is putting a project out to bid the week of November 18, 2019

Corrosion Protection Program: On November 6, 2019, training was conducted at the District to kickoff implementation of the CPP, which included how to collect soil and metal samples from pipeline breaks for data collection purposes and to fill out a new CP inspection form in Geoviewer. A draft update to the District's standard specifications and details for cathodic protection was also completed during this period.

Gird to Monserate Hill: Pursuing alternative design with lower construction cost. It will be included in the Programmatic EIR (PEIR). Project currently on hold.

Land Surveying Services - Record of Survey: The record of survey was submitted to the county but placed on hold. After the District Counsel completes Quiet Title action and resolves boundary issues, the record of survey will be finalized.

FY19/20 District-Wide Pipeline Upgrade: The Consultant has submitted 90% drawings. The Final Design is expected by December 2019.

Rainbow Height's Pump Station Replacement: The Consultant is proceeding with the design of the premanufactured pump station and drawings. District is reviewing 100% submittal. Staff expects to bid the project in December 2019.

Rice Canyon Tank Transmission Line: Six proposals were received and were evaluated by staff. Award of design awaits Board approval.

Sewer Pipe Lining: The Contractor lined 530 feet of VCP sewer main. A change order to reduce the scope of work, due to unforeseen field conditions was issued on October 29, 2019. Work to be completed by November 2019.

Tank Fall Prevention: Gomez Tank has been completed.

Thoroughbred Equalization Basin and Schoolhouse Lift Station: Design has been paused as District considers available funding.

BOARD OF DIRECTORS

December 3, 2019

SUBJECT

HUMAN RESOURCES REPORT FOR NOVEMBER/DECEMBER 2019

DESCRIPTION

Personnel changes, human resources activities, and safety report for November/December 2019

SEPARATIONS:

The Construction and Maintenance Superintendent left the District as of October 31, 2019.

The Administrative Assistant II retired as of November 7, 2019.

RECRUITMENT:

There were no recruitments in the month of November.

We currently have 1,258 active email subscriptions for notifications of job openings.

EMPLOYEE EVENTS/UPCOMING EVENTS:

- **October 28, 2019:** Annual Harvest Festival/Chili Cook-off
- **December 5, 2019:** Annual Employee Appreciation Burrito Day
- **January 18, 2019:** Annual Employee Banquet, Roarin' 2020 | Pala Mesa Resort

WORKFORCE DEVELOPMENT:

ACWA JPIA TRAINING CONFERENCE. 22 Employees from Operations, HR, and Supervisor roles attended the ACWA JPIA San Diego Training Conference in San Diego. The various training seminars were educational, and our employees were able to further their knowledge pertaining to safety and legal requirements in their respective areas.

EMPLOYEE RECOGNITION:

Excellence Coin Awards

1 coin and 1 Honorable Mention were given in October for PROFESSIONALISM.

Professionalism

Ricardo Zaragoza - We received a THANK YOU card in the mail from Mrs.Campbell. Mrs Campbell was beyond impressed with the service she received from Carlos and Ricardo. She said from the moment they met and shook their hand, she knew, these were great, caring, hardworking, wonderful men. The showed her about pressure regulation and made a great impression. Mrs Campbell found in necessary to write directly to the management team to let them know how lucky we are to have Carlos and Ricardo on our team.

Professionalism

Carlos Ramos/Victor Tornero (Honorable Mention) We received the following voicemail: This is David Moore at 4186 La Canada Rd, one of your customers for 17 ½ years. I was very happy to report that your two guys, Carlos and Victor fixed their thing, and I was very happy with their service. I wanted to do them a

favor by calling you to tell say they are going a great job and I appreciated their words today. I know it's rough to work for a water company and I fix leaks and everything else, so I wanted to take the time to call in and say Thank you to those Guys.

BENEFITS:

Open enrollment was completed in October for the 2020 benefit health plans. Nine employees changed plans during open enrollment, resulting in an anticipated increase in aggregate premiums in 2020 of \$40,150, which is a 4.16% aggregate increase.

SAFETY:

Incidents

There were no lost time or modified duty due to a work-related incident.

Safety Training

Target Solutions online training: 16 completions for October/ November 2019

Future planning to increase safety awareness throughout the district to include:

- Working with Cybersecurity and Infrastructure Security Agency to complete America's Water Infrastructure Act of 2018 (AWIA) requirements. AWIA 2018 requires community water systems serving 3,300 or more persons to conduct a risk and resilience assessment and develop an emergency response plan that must be actively updated every five years.
- OSHA Guide to Industrial Hygiene for Risk Management Officer- Course covers industrial hygiene practices and related OSHA regulations and procedures. Course topics include recognition, evaluation, and control of chemical, physical, biological and ergonomic hazards, Permissible Exposure Limits (PEL), OSHA health standards, respiratory protection, engineering controls, OSHA sampling protocols and strategies, and workplace health program elements.

Tailgate/ Office Safety Trainings

Trenching & Excavation

Confined Space 4-hour Training

Machine Guarding



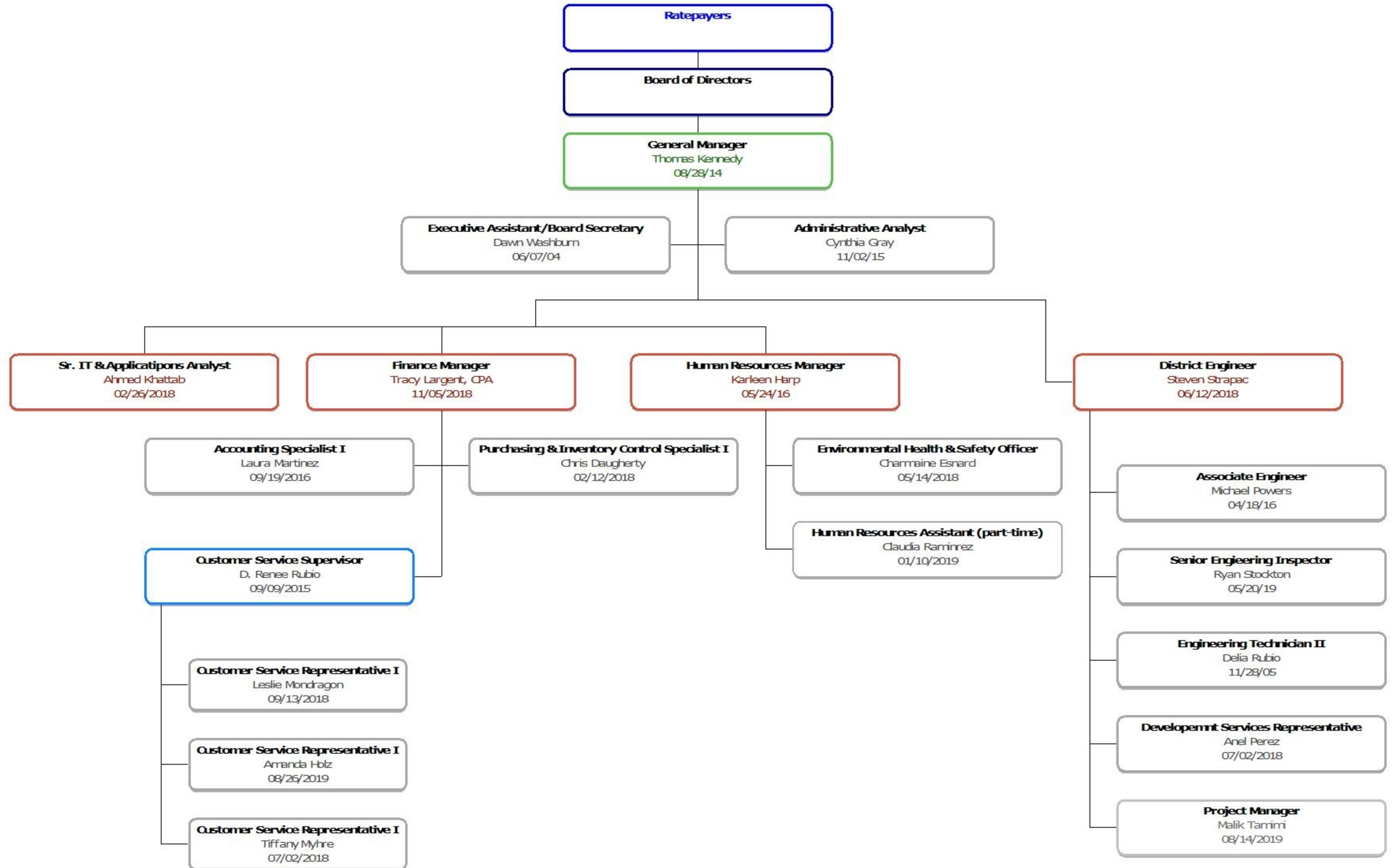
Karleen Harp, COSM
Human Resources Manager

12/03/2019

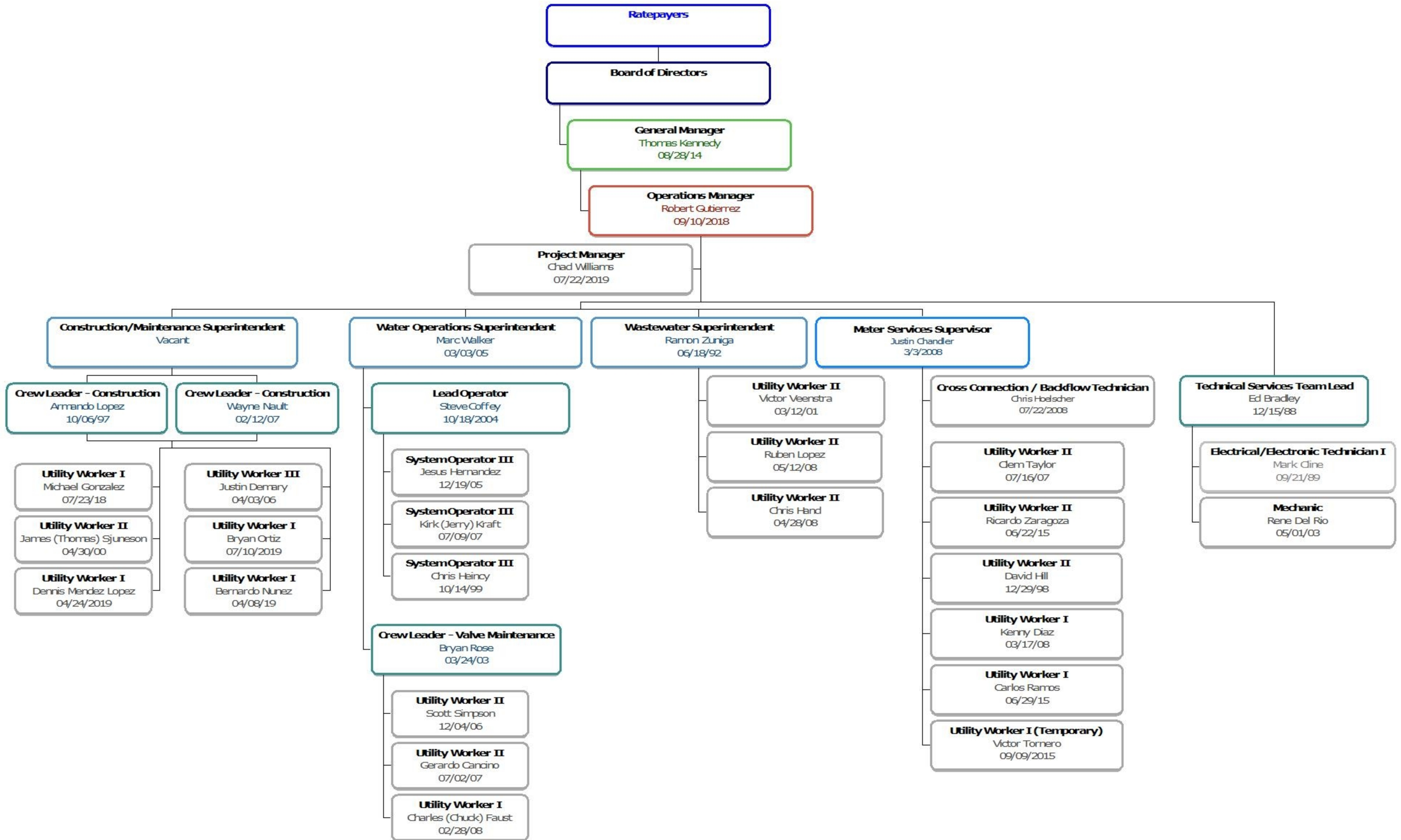
**RAINBOW MUNICIPAL WATER DISTRICT
ORGANIZATIONAL CHART
PAGE 1 of 2**

Creation Date 8/21/2014

Last Modified 11/20/2019



Creation Date 8/21/2014
 Last Modified 11/20/2019



Budget to Actual: Operating Funds YTD

Measures FunctionalAmount

Fund 01-Water Fund, 02-Wastewater Fund, 03-General Fund

Currency Top-Level

AccountingUnit 1

Project/Task Sub Ledger Top Level










Department Department Top Level

CalendarPeriod 2020M01_YTD

System 1

Ledger Reporting Basis Top Level

Budget Time Benchmark 92%

	YTD Actuals	Operating Budget FY 19/20	Variance		Variance %
SALES-Sales	5,089,153	43,896,195	-38,807,042		-88.41%
OTHER OPERATING REVENUE-Other Operating Revenue	51,616	773,000	-721,384		-93.32%
TRANSFERS FROM WATER & WAS-Transfers from Water & Waste Water	589,669	7,076,023	-6,486,354		-91.67%
NON-OPERATING REVENUE-NON-OPERATING REVENUE	176,274	214,000	-37,726		-17.63%
OPERATING REVENUE-Operating Revenue	5,906,713	51,959,218	-46,052,505		-88.63%
COST OF PURCHASED WATER-Cost of Purchased Water Sold	2,633,357	24,873,473	22,240,116		89.41%
SALARY & LABOR EXPENSES-Salary & Labor Expenses	396,128	5,657,452	5,261,325		93.00%
TAXES-Taxes	28,416	511,901	483,485		94.45%
FRINGE BENEFITS-Fringe Benefits	121,355	1,562,537	1,441,181		92.23%
DEPRECIATION-Depreciation	0	0	0		
TRANSFERS-Transfers	589,669	5,731,578	5,141,909		89.71%
OPERATING-Operating	231,886	8,185,953	7,954,067		97.17%
OPERATING EXPENSE-Operating Expense	4,000,811	46,522,894	42,522,083		91.40%
PROPERTY TAX REVENUE-Property Tax Revenue	0	455,000	-455,000		-100.00%
OTHER NONOPERATING REVENUE-Other Nonoperating Revenue	-151,086	-590,700	439,614		-74.42%
NON OPERATING REVENUES/EXP-Non Operating Revenue (Expenses)	-151,086	-135,700	-15,386		11.34%

Budget to Actual: Operating Funds YTD

Measures FunctionalAmount

Fund 01-Water Fund, 02-Wastewater Fund, 03-General Fund

Currency Top-Level

AccountingUnit 1

Project/Task Sub Ledger Top Level

Department Department Top Level

CalendarPeriod 2020M01_YTD

System 1

Ledger Reporting Basis Top Level

Budget Time Benchmark 92%

	YTD Actuals	Operating Budget FY 19/20	Variance		Variance %
41110-Water Sales-Sf Mf Cm Is	1,091,004	8,995,853	-7,904,849	■	-87.87%
41112-Sewer Charges-Established Acct	166,289	3,168,882	-3,002,594	■	-94.75%
42120-Monthly O & M Charges	911,903	8,231,385	-7,319,482	■	-88.92%
42121-Monthly O&M Charges - CWA	533,752	4,946,955	-4,413,202	■	-89.21%
43101-Operating Inc Turn On/Off Fees	0	11,000	-11,000		-100.00%
43106-Operating Inc-Sewer Letter Fee	0	2,000	-2,000		-100.00%
41120-Water Sales-Ag-Dom Non Cert	153,170	1,157,990	-1,004,820		-86.77%
41160-Water Sales-Ag. Non Discount	639,665	4,244,195	-3,604,530	■	-84.93%
41170-Water Sales-Construction	4,416	359,434	-355,019		-98.77%
41180-Water Sales - Tsawr Com	618,367	4,791,121	-4,172,754	■	-87.09%
41190-Water Sales-Sawr Ag/Dom	854,123	7,055,098	-6,200,975	■	-87.89%
42130-Readiness-To-Serve Rev Id#1	0	250,000	-250,000		-100.00%
42140-Pumping Charges	116,464	682,283	-565,818		-82.93%
SALES-Sales	5,089,153	43,896,195	-38,807,042	■	-88.41%
43100-Operating Inc Oak Crest Service Charges	0	24,000	-24,000		-100.00%
43102-Operating Inc Penalty/Int Chgs	0	270,000	-270,000		-100.00%
43104-Operating Inc. R.P. Charges	32,598	275,000	-242,402		-88.15%
43108-Operating Inc Plan Check Rev.	0	75,000	-75,000		-100.00%
43110-Operating Inc Inspections	10,418	20,000	-9,582		-47.91%
43111-Operating Inc Install Fees Hyd	0	2,000	-2,000		-100.00%
43114-Operating Inc-Miscellaneous	50	7,000	-6,950		-99.29%
43116-New Meter Sales/Install Parts	8,550	40,000	-31,450		-78.63%
43117-Notice Delivery Revenue	0	60,000	-60,000		-100.00%
OTHER OPERATING REVENUE-Other Operating Revenue	51,616	773,000	-721,384		-93.32%
42200-Overhead Trs From Water Sewer	589,669	7,076,023	-6,486,354	■	-91.67%
TRANSFERS FROM WATER & WAS-Transfers from Water & Waste Water	589,669	7,076,023	-6,486,354	■	-91.67%
49050-Suspense Revenue	150,188	0	150,188		
49102-Non Oper Inc-Nsf Check Fees	0	3,000	-3,000		-100.00%
49108-Non Oper Inc-Rents And Leases	18,711	170,000	-151,289		-88.99%
49109-Miscellaneous Revenue	6,325	36,000	-29,675		-82.43%
49114-Misc Revenue - Eng. Services	1,050	5,000	-3,950		-79.00%

Budget to Actual: Operating Funds YTD

Measures FunctionalAmount

Fund 01-Water Fund, 02-Wastewater Fund, 03-General Fund

Currency Top-Level

AccountingUnit 1

Project/Task Sub Ledger Top Level

Department Department Top Level

CalendarPeriod 2020M01_YTD

System 1

Ledger Reporting Basis Top Level

Budget Time Benchmark 92%

	YTD Actuals	Operating Budget FY 19/20	Variance	Variance %
NON-OPERATING REVENUE-NON-OPERATING REVENUE	176,274	214,000	-37,726	-17.63%
OPERATING REVENUE-Operating Revenue	5,906,713	51,959,218	-46,052,505	-88.63%
50001-Water Purchases	2,708,273	21,882,029	19,173,756	87.62%
50003-Water In Storage	-354,428	0	354,428	
50005-Ready To Serve Charge	41,980	492,060	450,081	91.47%
50006-Infrastructure Access Charge	42,938	579,672	536,734	92.59%
50008-Ag Credit-Sawr	-85,244	-1,616,952	-1,531,708	94.73%
50010-Customer Service Charge	88,415	1,085,052	996,637	91.85%
50012-Emergency Storage Charge	129,769	1,616,670	1,486,901	91.97%
50013-Supply Reliability Charge	61,654	834,942	773,288	92.62%
COST OF PURCHASED WATER-Cost of Purchased Water Sold	2,633,357	24,873,473	22,240,116	89.41%
56101-Regular Salaries	349,713	5,140,625	4,790,911	93.20%
56103-Overtime Paid Comptime Earn.	31,874	309,250	277,376	89.69%
56202-Director's Compensation	450	14,000	13,550	96.79%
56518-Duty Pay	3,400	43,800	40,400	92.24%
56520-Deferred Comp-Employer Contrib	10,690	149,777	139,087	92.86%
SALARY & LABOR EXPENSES-Salary & Labor Expenses	396,128	5,657,452	5,261,325	93.00%
56501-Employer's Share FICA SSI	22,857	299,363	276,506	92.36%
56502-Employer's Share Medicare	5,560	74,742	69,182	92.56%
56515-Worker's Compensation Ins	0	124,163	124,163	100.00%
56516-State Unemployment Ins E.T.T.	0	13,633	13,633	100.00%
TAXES-Taxes	28,416	511,901	483,485	94.45%
56503-Medical Ins ACWA Health Ben	67,450	877,734	810,285	92.32%
56504-Dental Insurance	6,805	90,552	83,747	92.48%
56505-Vision Ins ACWA	928	11,496	10,568	91.93%
56506-Life S/T L/T Disability Ins	9,687	52,626	42,939	81.59%
56507-Retirement-CalPERS	35,268	510,129	474,860	93.09%
56511-Employee Uniform Allowance	1,218	20,000	18,782	93.91%
FRINGE BENEFITS-Fringe Benefits	121,355	1,562,537	1,441,181	92.23%
52176-Overhead Transfer To Gen Fund	589,669	5,731,578	5,141,909	89.71%
TRANSFERS-Transfers	589,669	5,731,578	5,141,909	89.71%

Budget to Actual: Operating Funds YTD

Measures FunctionalAmount

Fund 01-Water Fund, 02-Wastewater Fund, 03-General Fund

Currency Top-Level

AccountingUnit 1

Project/Task Sub Ledger Top Level

Department Department Top Level

CalendarPeriod 2020M01_YTD

System 1

Ledger Reporting Basis Top Level

Budget Time Benchmark 92%

	YTD Actuals	Operating Budget FY 19/20	Variance	Variance %
50011-Capacity Reservation Charge	33,714	400,236	366,522	91.58%
56512-Employee Training/Tuition Reim	0	26,500	26,500	100.00%
56513-Employee Relations	0	15,900	15,900	100.00%
56530-Gasb 68 Pension	41,911	0	-41,911	
60000-Equipment	0	79,000	79,000	100.00%
60100-Computers	0	719,678	719,678	100.00%
63100-Equipment Maintenance	2,825	142,100	139,275	98.01%
63102-Equipment Maintenance Contract	0	54,800	54,800	100.00%
63200-Equipment Rental	3,032	72,468	69,436	95.82%
63400-Kitchen Supplies	170	16,000	15,830	98.94%
63401-Building Maintenance	4,706	139,400	134,694	96.62%
63404-Backflow Expenses	0	150,000	150,000	100.00%
63421-Fuel And Oil	5,532	120,000	114,468	95.39%
63422-Repair Supplies Auto	1,039	73,000	71,961	98.58%
65000-Property/Liability Insurance	0	282,474	282,474	100.00%
65100-District Paid Insurance Claims	35,500	75,000	39,500	52.67%
66000-Bad Debt Exp/Billing Adjust'S	0	5,000	5,000	100.00%
POSTAGE-Postage	0	46,500	46,500	100.00%
70000-Professional Services	21,091	854,950	833,859	97.53%
70100-Annual Audit Services	0	30,000	30,000	100.00%
70300-Legal Services	0	300,000	300,000	100.00%
70400-Bank Service Charges	10,779	50,000	39,221	78.44%
72000-Supplies & Services	40,402	1,539,150	1,498,748	97.38%
72001-Right Of Way Expenses	1,245	200,000	198,755	99.38%
72010-Tank Maintenance	0	769,182	769,182	100.00%
72150-Regulatory Permits	0	73,600	73,600	100.00%
72200-Books & Resources	0	2,600	2,600	100.00%
72400-Dues & Subscriptions	23,624	69,410	45,786	65.96%
72500-Safety Supplies	600	31,500	30,900	98.10%
72600-Sewer Line Cleaning	0	58,000	58,000	100.00%
72700-Printing & Reproductions	0	16,000	16,000	100.00%

Budget to Actual: Operating Funds YTD

Measures FunctionalAmount

Fund 01-Water Fund, 02-Wastewater Fund, 03-General Fund

Currency Top-Level

AccountingUnit 1

Project/Task Sub Ledger Top Level

Department Department Top Level

CalendarPeriod 2020M01_YTD

System 1

Ledger Reporting Basis Top Level

Budget Time Benchmark 92%

	YTD Actuals	Operating Budget FY 19/20	Variance	Variance %
72702-Public Notices & Advertising	0	8,000	8,000	100.00%
72900-Stationary & Office Supplies	0	10,000	10,000	100.00%
73000-Small Tools & Equipment	65	56,000	55,935	99.88%
74000-Communicatons & Phone Bills	781	8,500	7,719	90.82%
74100-Phone Bill	4,870	84,640	79,770	94.25%
75300-Travel, Conferences & Training	0	75,715	75,715	100.00%
75400-Workforce Development	0	62,000	62,000	100.00%
75500-Recruitment	0	22,900	22,900	100.00%
77000-Sewage Treat.-Oceanside Plant	0	830,000	830,000	100.00%
78000-Utilities - Electricity	0	577,500	577,500	100.00%
78300-Hazardous Waster Material Disposal	0	12,000	12,000	100.00%
78700-Utilities - Propane	0	15,500	15,500	100.00%
78900-Trash Pick-Up	0	10,750	10,750	100.00%
OPERATING-Operating	231,886	8,185,953	7,954,067	97.17%
OPERATING EXPENSE-Operating Expense	4,000,811	46,522,894	42,522,083	91.40%
49301-Property Tax Rev. - Ad Valorem	0	455,000	-455,000	-100.00%
PROPERTY TAX REVENUE-Property Tax Revenue	0	455,000	-455,000	-100.00%
49107-Recycling Revenue	0	8,000	-8,000	-100.00%
57050-Suspense Expense	150,184	0	-150,184	
82000-Shop & Field Equipment	0	338,700	338,700	100.00%
83000-Vehicles	902	260,000	259,098	99.65%
OTHER NONOPERATING REVENUE-Other Nonoperating Revenue	-151,086	-590,700	439,614	-74.42%
NON OPERATING REVENUES/EXP-Non Operating Revenue (Expenses)	-151,086	-135,700	-15,386	11.34%

Operating & Debt Service Fund Balance

Current Year

Current Cash

\$9,562,414

	Water Operating	Wastewater Operating	General Operating	Rate Stabilization	Debt Service	TOTAL
	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20
Fund Balances:						
Beginning Unrestricted Fund Balance	\$5,066,997	\$1,045,732	\$1,313,754	\$2,381,163	\$794,296	\$10,601,943
Transfer to Capital	(1,600,000)					
Budgeted Operating Surplus (Loss)	(510,210)	(18,267)	7,601,023		(2,447,793)	4,624,753
Transfers In/(Out)			(7,601,023)		2,447,793	(5,153,230)
						-
Projected Ending Fund Balance	\$2,956,787	\$1,027,465	\$1,313,754	\$2,381,163	\$794,296	\$8,473,466

Wastewater Capital Fund Balance

Fund 52 & 53

Current Cash

\$14,726,346

Fund Balances:		Year 1	Year 2	Year 3	Year 4	Year 5
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Beginning Unrestricted Fund Balance		\$8,483,054	\$7,843,054	\$3,668,054	(\$1,931,946)	(\$4,281,946)
Sewer Connections						
Financing						
Less: Capital Project Budgets	100%	(640,000)	(4,175,000)	(5,600,000)	(2,350,000)	(100,000)
Projected Worst Case Ending Fund Balance		7,843,054	3,668,054	(1,931,946)	(4,281,946)	(4,381,946)
Forecasted Sewer Connections		\$1,154,094	\$536,788	\$155,386	\$3,435,443	\$6,907,614
Potential Ending Fund Balance		\$8,997,149	\$5,358,937	(\$85,677)	\$999,766	\$7,807,380

*Restricted Cash amounts are available for drawdown throughout the specified Capital Project process.

Capital Project Budgets (WW):

Project #	Master Plan #	Job #	Project Description	Year 1	Year 2	Year 3	Year 4	Year 5
				Budget FY 19/20	Budget FY 20/21	Budget FY 21/22	Budget FY 22/23	Budget FY 23/24
77		201040	School House Lift Station (#1) Replacement, and San Luis Rey Interceptor/Main From School House LS to Old River LS	\$20,000	\$3,000,000	\$5,000,000		
			San Luis Rey Interceptor from Mission to Thoroughbred LSEQ, Relocation of Sewer Man holes Moosa Creek to Old River Rd	300,000			2,000,000	
79			CIPP 500' of line 8" VCP line near PalaMesa/Palomar		125,000			
80	S14B		Sewer System Rehabilitation Program	100,000	100,000	100,000	100,000	100,000
81	S3		Rancho Viejo LS Wet Well Expansion		150,000			
82	S4		Almendra Court, I-15 Crossing Sewer Rehabilitation	60,000				
83	S5		Fallbrook Oaks LS Rehabilitation and Forcemain Rehab	60,000				
84	S6		Replace Rancho Monserate LS Emergency Generator				250,000	
85	S7		Sewer System Condition Assessment Program	100,000	300,000			
88			Old River Road LS to Stallion Outfall Repair		500,000	500,000		
Total				\$ 640,000	\$ 4,175,000	\$ 5,600,000	\$ 2,350,000	\$ 100,000

Water Capital Fund Balance

Fund 26 & 60

Current Cash

\$5,367,553

Fund Balances:

	Year 1	Year 2	Year 3	Year 4	Year 5
	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Beginning Unrestricted Fund Balance	\$3,754,476	\$285,969	(\$10,013,155)	(\$19,410,982)	(\$24,751,718)
Water Capacity Fees					
Transfer from Operating Reserves	1,600,000	3,215,876	3,349,172	4,809,246	4,018,854
Less: Capital Labor	(343,507)	(300,000)	(300,000)	(300,000)	(300,000)
Less: Capital Project Budgets	100%	(4,725,000)	(13,215,000)	(12,447,000)	(9,849,982)
Projected Worst Case Ending Fund Balance	\$285,969	(\$10,013,155)	(\$19,410,982)	(\$24,751,718)	(\$27,632,864)
Forecasted Capacity Fees	\$871,611	\$3,315,846	\$2,317,350	\$1,770,281	\$2,379,756
Potential Ending Fund Balance	\$1,157,580	(\$5,825,698)	(\$12,906,175)	(\$16,476,630)	(\$16,978,020)

*Restricted Cash amounts are available for drawdown throughout the specified Capital Project process.

Capital Project Budgets (Water):

Project #	Master Plan #	Job #	Project Description	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget
				FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
1	WE1	201045	Gird to Monserate Hill Water Line			\$300,000	\$1,789,982	
3	WR23		Isolation Valve Installation Program	150,000	150,000			
4	13		Pressure Reducing Station Replacement Program	300,000	300,000	300,000		
6	WR2	200752	Vallecitos PS Replacement				530,000	500,000
7			Sampling ports for testing		25,000			
8			Generator at Sumac		75,000			
13	WR4		Northside Zone Supply Redundancy		40,000	1,477,000		
14	WR5		Rainbow Heights PS (#1) Upgrades/Recon.	800,000	1,500,000			
16	WP1		New Pressure Reducing Stations	800,000	200,000	800,000	200,000	800,000
17	16		SDCWA Shutdown Pump Stations Line P			1,000,000		
21			Water System Monitoring Program	575,000	275,000			
27			Lookout Mountain Electrical Upgrade. The Complete electrical upgrade w/emerg. generator			250,000	750,000	
28			Mission Road / FPUD Interconnect			70,000		
30			Camino Del Rey Waterline Reloaction	150,000	500,000	1,600,000		
31			Corrosion Prevention Program Development and Implementation	100,000	250,000	250,000	250,000	250,000
32	WS3		Morro Tank Zone Permanent FPUD Interconnection				150,000	
36	WR8		76 & Gird Permanent Emergency Pump Station				800,000	
37	WR10		Camino Del Rey (Moosa Creek)Emergency Pump Station. PS at Moosa xing to feed south zone in shutdown		1,500,000			
39	WR12A		Northside Emergency Pump Station Connection and Pipeline at Reche Road for emergency pumping				200,000	850,000
40	WR12B		Pumps (Northside Emergency Pump Station Connection) for emergency pumping				980,000	
41	WR13		Rice Canyon Tank Transmission PL to I-15/SR76 Corridor		1,300,000	1,500,000		
42	WR15		Via Ararat Drive Waterline Project	350,000				
43	WR16		Annual District Wide Water Main Upgrade Projects	1,000,000	6,000,000	4,000,000	4,000,000	4,000,000
44	WR26		New District Headquarters	100,000	200,000	200,000	200,000	200,000
			Olive Hill Estates Transmission Main	300,000	500,000	700,000		
57			Programatic EIR	100,000	400,000			
Total				\$4,725,000	\$13,215,000	\$12,447,000	\$9,849,982	\$6,600,000

Water Service Upgrade Project Fund Balance

	Current Cash	Prior Year	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 11,523,729	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Fund Balances:							
Beginning Unrestricted Fund Balance		\$ 11,523,729	\$11,332,580	\$7,332,580	\$2,032,580	\$ 32,580	\$ 32,580
Less: Meter Replacement/Upgrade Project	100%	(191,149)	(4,000,000)	(5,300,000)	(2,000,000)	0	0
Projected Fund Balance		\$11,332,580	\$7,332,580	\$2,032,580	\$ 32,580	\$ 32,580	\$ 32,580

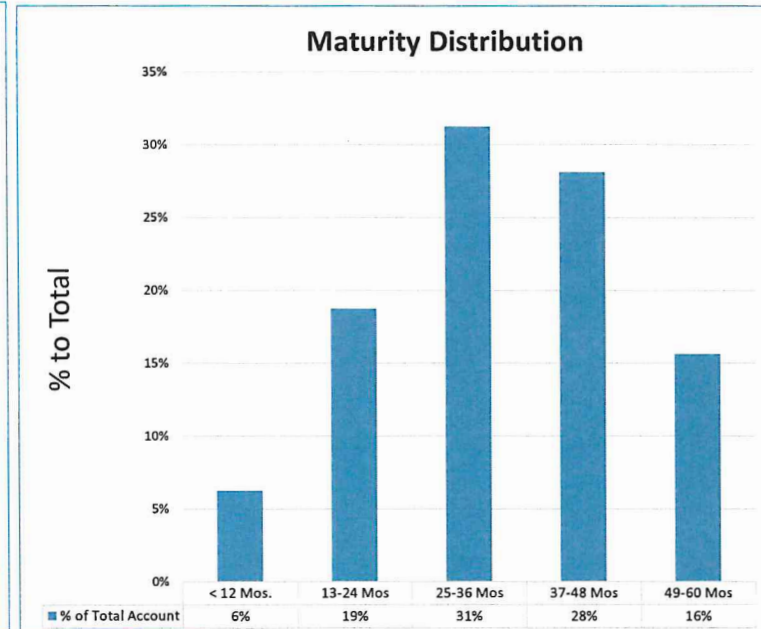
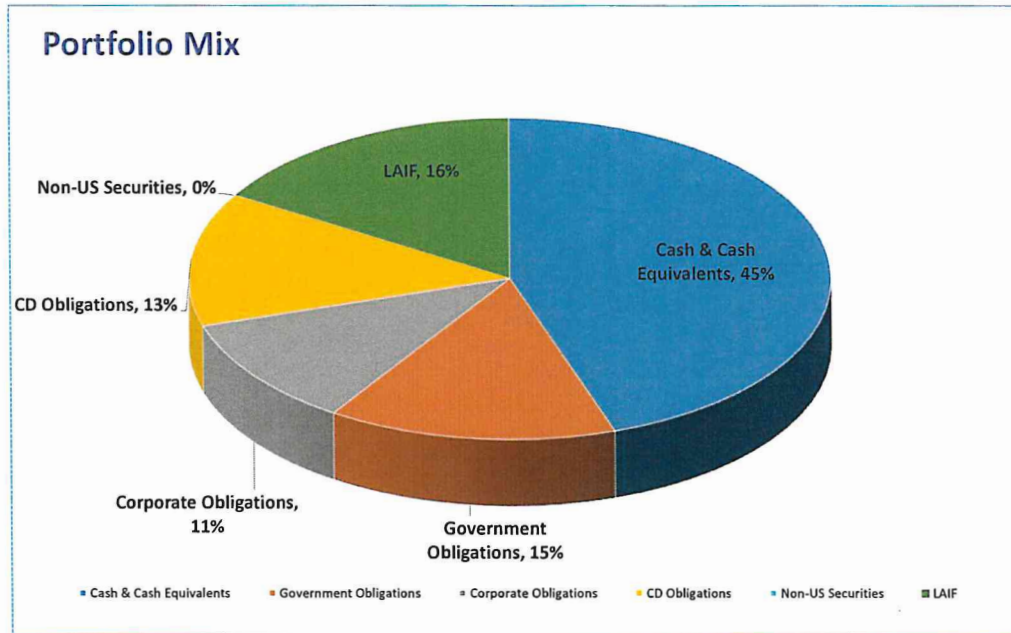
*Restricted Cash amounts are available for drawdown throughout the specified Capital Project process.

Capital Project Budgets:				Year 1	Year 2	Year 3	Year 4	Year 5
				Budget	Budget	Budget	Budget	Budget
Project #	Master Plan #	Job #	Project Description	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
18	WR24A		Service Meter Replacement	2,000,000	2,500,000	1,000,000		
19			Water Service Upgrade	2,000,000	2,800,000	1,000,000		
Total				\$4,000,000	\$5,300,000	\$2,000,000	\$ -	\$ -



TYPE	ISSUER	CUSIP	Bond Rating	Date of Maturity	Par Value	Cost Basis	Market Value*	Interest Rate	Yield to Maturity	Semi-Annual Interest	Days to Maturity	Fund	Object
Money Market Funds	JP MORGAN MONEY MARKET	48125C068S	N/A			\$ 197,388	\$ 197,388					53	11508
Trust	Willimington Trust	CSCDA 2017-01				\$ 1,654,198	\$ 1,654,198					60	10301
Trust	Willimington Trust	CSCDA 2017-01				\$ 2,750,000	\$ 2,750,000					53	10301
Money Market Funds	Zions Bank	7326251D				\$ 623,507	\$ 523,507	2.090%				60	13110
Money Market Funds	Zions Bank	7326250				\$ 5,606,824	\$ 5,606,824	2.060%				60	13111
Money Market Funds	Zions Bank	7326251E				\$ 5,322,516	\$ 5,322,516	2.090%				60	13109
Total Cash & Cash Equivalents					\$ -	\$ 16,154,431	\$ 16,054,432						
Non-Callable	FEDERAL HOME LN MTG CORP	3134G3QR4	Aaa	03/05/20	\$ 500,000	\$ 498,168	\$ 499,740	2.000%	2.400%	\$ 4,982	218	38	11508
Non-Callable	FEDERAL HOME LOAN BANKS CONS BD	3130AECJ7	Aaa	05/28/20	\$ 985,000	\$ 987,906	\$ 989,728	2.610%	2.450%	\$ 12,892	302	38	11508
Non-Callable	FEDERAL HOME LOAN BANK BONDS	3130AD4X7	Aaa	12/11/20	\$ 500,000	\$ 494,905	\$ 499,520	2.000%	2.400%	\$ 4,949	499	60	11508
Non-Callable	FEDERAL NATL MTG ASSN	3135G0T45	Aaa	04/05/22	\$ 1,000,000	\$ 1,002,910	\$ 999,280	1.870%	1.810%	\$ 9,377	979	60	11508
Non-Callable	FEDERAL FARM CR BKS	3133EHRU9	Aaa	07/19/22	\$ 200,000	\$ 200,938	\$ 199,734	1.900%	1.800%	\$ 1,909	1084	53	11508
Non-Callable	FEDERAL NATL MTG ASSN	3135G0T94	Aaa	01/19/23	\$ 520,000	\$ 515,226	\$ 507,930	2.330%	2.575%	\$ 6,002	1268	38	11508
Non-Callable	FEDERAL NATL MTG ASSN	3135G0T94	Aaa	01/19/23	\$ 480,000	\$ 480,034	\$ 507,930	2.330%	2.600%	\$ 5,592	1268	53	11508
Non-Callable	FEDERAL NATL MTG ASSN	3135G0T94	Aaa	01/19/23	\$ 470,000	\$ 465,211	\$ 482,534	2.330%	2.600%	\$ 5,420	1268	38	11508
Non-Callable	FEDERAL HOME LOAN BANKS	3130ADRG9	Aaa	03/10/23	\$ 500,000	\$ 501,990	\$ 514,300	2.670%	2.660%	\$ 6,702	1318	53	11508
Total Government Obligations					\$ 5,155,000	\$ 5,147,286	\$ 5,200,696						
Make Whole	CITIBANK NA	17325FAQ1	Aa3	07/23/21	\$ 475,000	\$ 486,623	\$ 484,196	3.400%	2.150%	\$ 8,075	723	53	11508
Make Whole	ORACLE CORP	68389XBKO	A1	09/15/21	\$ 1,000,000	\$ 1,011,470	\$ 992,470	1.910%	1.650%	\$ 9,660	777	38	11508
Non-Callable	WELLS FARGO	95000U2B8	A2	07/22/22	\$ 980,000	\$ 989,232	\$ 985,586	2.610%	2.410%	\$ 12,909	1087	38	11508
Bullet	Bank of America Corp	EJ5070101	A2	01/11/23	\$ 475,000	\$ 490,794	\$ 487,478	3.300%	2.300%	\$ 7,838	1260	53	11508
Bullet	JP Morgan Chase & CO	46625HJX98	A2	05/13/24	\$ 930,000	\$ 981,522	\$ 977,644	3.625%	2.400%	\$ 16,856	1748	60	11508
Total Corporate Obligations					\$ 3,860,000	\$ 3,959,641	\$ 3,927,374						
FDIC Ins. CD	UNITED BANKERS BK BLOOMINGTON	909557HQ6	N/A	09/16/20	\$ 230,000	\$ 230,000	\$ 230,941	2.590%	2.600%	\$ 2,979	413	53	11508
FDIC Ins. CD	BARCLAYS BK DEL	06740KJK4	Aaa	09/16/20	\$ 245,000	\$ 245,000	\$ 245,684	2.200%	2.200%	\$ 2,695	413	60	11508
FDIC Ins. CD	AMERICAN EXPRESS CENTRN	02587DB64	Aaa	09/23/20	\$ 250,000	\$ 250,000	\$ 250,670	2.300%	2.300%	\$ 2,875	420	53	11508
FDIC Ins. CD	ALLY BK MIDVAL UTAH	02007GFD0	N/A	09/28/20	\$ 245,000	\$ 245,000	\$ 247,237	2.780%	2.800%	\$ 3,406	425	38	11508
FDIC Ins. CD	DISCOVER BANK	254672F29	N/A	08/10/21	\$ 248,000	\$ 248,000	\$ 245,205	1.520%	1.500%	\$ 1,885	741	53	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$ 98,000	\$ 98,000	\$ 96,976	1.570%	1.550%	\$ 769	748	53	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$ 150,000	\$ 150,000	\$ 148,433	1.570%	1.550%	\$ 1,178	748	38	11508
FDIC Ins. CD	MB FINL BK NA CHIC IL	55266CZJ8	N/A	11/18/21	\$ 247,000	\$ 247,000	\$ 251,236	2.810%	2.850%	\$ 3,470	841	60	11508
FDIC Ins. CD	FLAGSTAR BK FSB TROY MICH	33847E2K2	N/A	06/13/22	\$ 245,000	\$ 246,749	\$ 247,261	2.440%	2.200%	\$ 3,010	1048	53	11508
FDIC Ins. CD	GOLDMAN SACHS BK USA NY	38148PKT3	N/A	06/14/22	\$ 245,000	\$ 245,000	\$ 246,583	2.340%	2.350%	\$ 2,867	1049	53	11508
FDIC Ins. CD	CAPITAL ONE NATL ASSN VA	14042RKL4	N/A	11/22/22	\$ 250,000	\$ 250,000	\$ 251,530	2.400%	2.400%	\$ 3,000	1210	53	11508
FDIC Ins. CD	MORGAN STANLEY	61747MF63	N/A	01/11/23	\$ 246,000	\$ 246,000	\$ 249,304	2.630%	2.650%	\$ 3,235	1260	53	11508
FDIC Ins. CD	BMW BANK NORTH AMER	05580AMB7	N/A	03/29/23	\$ 240,000	\$ 240,000	\$ 245,035	2.860%	2.900%	\$ 3,432	1337	53	11508
FDIC Ins. CD	SALLIE MAE BK SLT LAKE CITY	795450M44	Aaa	04/11/23	\$ 240,000	\$ 240,000	\$ 245,419	2.900%	2.950%	\$ 3,480	1350	60	11508
FDIC Ins. CD	CAPITAL ONE BANK (USA) NAT	1402TAW7	N/A	06/19/24	\$ 245,000	\$ 245,000	\$ 245,835	2.520%	2.500%	\$ 3,087	1785	53	11508
FDIC Ins. CD	MORGAN STANLEY PVT BK PURCHA	61760AL49	N/A	06/24/24	\$ 245,000	\$ 245,000	\$ 243,008	2.290%	2.250%	\$ 2,805	1790	53	11508
FDIC Ins. CD	FIRST NATL BK MCGREGOR TEX	32112UDA6	N/A	06/28/24	\$ 249,000	\$ 250,743	\$ 250,549	2.300%	2.150%	\$ 2,884	1794	53	11508
FDIC Ins. CD	ENERBANK USA UT	29278TJU5	N/A	07/10/24	\$ 249,000	\$ 249,000	\$ 246,386	2.200%	2.200%	\$ 2,739	1806	53	11508
FDIC Ins. CD	CITIBANK N A CD CLL	17294XUN4	N/A	07/31/24	\$ 159,000	\$ 159,000	\$ 159,000	2.200%	2.200%	\$ 1,749	1827	53	11508
FDIC Ins. CD	JPMORGAN CHASE BK NA COLUMBU	48128HY28	N/A	07/31/24	\$ 247,000	\$ 247,000	\$ 245,518	2.300%	2.300%	\$ 2,841	1827	53	11508
FDIC Ins. CD	MERRICK BK SOUTH JORDAN UTAH	59013KBV7	N/A	07/31/24	\$ 249,000	\$ 249,000	\$ 246,306	2.200%	2.200%	\$ 2,739	1827	53	11508
Total CD Obligations					\$ 4,822,000	\$ 4,825,492	\$ 4,838,115						
Total Non-US Securities					\$ -	\$ -	\$ -						
Subtotal Long Term Pooled Investment					\$ 13,837,000	\$ 30,086,850	\$ 30,020,616						
Local Agency Investment Fund (LAIF)**						\$ 5,835,232	\$ 5,845,221						13103
Portfolio Totals						\$ 35,922,082	\$ 35,865,837						

*Source of Market Value - MUFG monthly statements



This monthly report accurately reflects all District pooled investments. It is in conformity with the Investment Administrative code section 5.03.080. The District has sufficient cash flow to meet six months of obligations. This is in effect is in compliance with the current Investment Policy.

Tracy Largent
Tracy Largent, Treasurer

10/15/2019

Rainbow Municipal Water District
Property spreadsheet

APN	Description of Use	Acreage
1023000800	North Reservoir	4.8
1023001100	U-1 Pump Station	0.14
1023005000	Rainbow Creek Crossing near North Reservoir	0.89
1023005300	Connection 9	0.01
1024300900	Pump Station across PS1 (not in use)	0.12
1025702000	U-1 Tanks	1.08
1026305400	Pump Station #1	0.33
1026602000	Booster Pump Station #4	0.03
1027001600	Pump Station #3	0.67
1071702800	Connection 7	1.60
1071702900	Pala Mesa Tank	10.35
1080206900	Northside Reservoir	9.23
1082210600	Beck Reservoir	27.25
1082210900	Near Beck Reservoir	4.82
1082211000	Near Beck Reservoir	6.23
1082211800	Near Beck Reservoir - Excess Property (not in use)	4.68
1084210600	Rice Canyon Tank	1.00
1084410300	Canonita Tank	2.41
1091410700	Gomez Creek Tank	1.00
1092310900	Rainbow Heights Tank	0.35
1092330300	Rainbow Heights Tank	0.99
1092341000	Rainbow Heights Concrete Tank - used for SCADA	1.74
1093101800	Vallecitos Tank	0.55
1093822800	Magee Tank	1.03
1093912400	Magee Pump Station	0.3
1100721000	Huntley Road Pump Station	0.52
1102203700	Huntley Chlorination Station (not in use)	0.2
1212011000	Morro Tank	0.31
1212011100	Morro Tank	4.85
1212011200	Morro Reservoir	13.01
1213300900	Morro Reservoir	6.79
1250703200	Sumac Reservoir (Not in Use)	1.72
1250902600	Headquarters	7.38
1250903400	Headquarters	4.43
1250903500	Headquarters	3.40
1250903800	Headquarters	17.03
1251002100	Rancho Viejo Lift Station #5	0.05
1252311800	Hutton Tank	1.39
1252312600	Hutton Tank	0.89
1260803100	Via de los Cepillos Easement	0.47
1261708700	Lift Station #2	0.08
1261708900	Lift Station #2	0.12
1263004200	Lift Station #1	0.01
1270710500	Bonsall Reservoir (Not in Use)	6.19
1270710600	Connection 6	0.28
1271512300	Turner Tank	15.12
1721404300	Gopher Canyon Tank	1.84
	<i>Total</i>	167.68

Rainbow MWD Developer Projections - Water

Installations

Development Name (Active) (Inactive)	Purchased						Total	Water LF	PRS	Timing
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23+				
Horse Ridge Creek	346		177	170			693	34407	1	In Progress
Horse Ridge Creek (RAH)	77						77			In Progress
Campus Park West							0			
Lilac Del Cielo			76				76	2247	1	Recent Activity
Golf Green Estates	57		37				94	5475		In Progress
Pala Mesa Highlands	69	55					124	10089	1	In Progress
Polo Club							0	21531	3	
Warner Ranch							0			
Ocean Breeze (Vessels)					50	200	250			
Fallbrook Oaks	2				9		11	825		
Rancho Viejo Phase 3					47		47			
Hidden Hills							0			
Dulan							0			
Leatherbury							0			
Meadowood							0			See Notes*
Single Service Laterals		18	18	18	18	18	90			See Notes**
TOTAL WATER METERS	551	73	308	188	124	218	1,462			

Revenue Projections

Meter Size (in)	Revenue Per Meter (Existing)	Anticipated Sales							Total Revenue
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23+	Total		
5/8	6,241							-	\$0
3/4	10,401	505	55	290	170	47	200	762	\$7,925,562
1	16,642	13	18	18	18	77	18	149	\$2,479,658
1 1/2	27,043	26						-	\$0
2	62,406	5			(4)			(4)	(\$249,624)
3	124,812				4			4	\$499,248
4	208,020							-	\$0
Total		549	73	308	188	124	218	911	
Total Revenue		\$6,483,999	\$871,611	\$3,315,846	\$2,317,350	\$1,770,281	\$2,379,756		\$10,654,844

5 Year total from Sewer

Rainbow MWD Developer Projections - Sewer

Date: 9/20/2019

Installations

Development Name (Active) (Inactive)	Purchased (EDUs)	Anticipated Sales (EDUs)						Sewer LF	S	Timing
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23+	Total			
Horse Ridge Creek	782						782	29916	1	In Progress
Horse Ridge Creek (RAH)	69						69			
Campus Park West							0			
Lilac Del Cielo		38	38				76	1382		Recent
Golf Green Estates	51.3						51	4318		In Progress
Pala Mesa Highlands	59.98	43.7					104	11501		In Progress
Polo Club	59.85				96.2		156	21027		Recent
Warner Ranch							0			Recent
Ocean Breeze (Vessels)					100	300	400			Recent
Rancho Viejo Phase 3					47		47			Recent
Fallbrook Oaks	2			11			13	2251		
Hidden Hills						53	53			
Dulan						51	51			
Leatherbury						85	85			
Meadowood*										
Misc. SFR										
TOTAL EDUs	1,024.13	82	38	11	243	489	1,887			

Revenue Projections

		Purchased (EDUs)	Anticipated Sales						Total	Total Revenue
			FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23+	Total		
Existing Fee	\$ 14,126	173.13	82	38	11	243	489	863	\$12,189,325	
Total			82	38	11	243	489	863		
Total Revenue	\$2,445,634		\$1,154,094	\$536,788	\$155,386	\$3,435,443	\$6,907,614		\$12,189,325	

Notes:

*Anticipated revenue from connection to RMWD system and wheeling charge.



AMERICAN EXPRESS
September 2019

GL Finance Code	GL Transaction Amount	Description
GL 03 41 74100	134.69	JIVE COMMUNICATIONS
GL 03 41 60100	1,287.00	BLUEBEAM
GL 03 41 75300	220.62	INFOR CONFERENCE - AKHATTAB HOTEL STAY
GL 03 41 74100	896.46	JIVE COMMUNICATIONS
GL 03 41 60100	10.00	ATLASSIAN
GL 03 41 60100	52.80	APPLEPAY
GL 03 41 75300	30.00	INFOR CONFERENCE - AKHATTAB AIRLINE FEE
GL 03 41 75300	11.33	INFOR CONFERENCE - AKHATTAB MEAL
GL 03 41 75300	7.00	NOLA CONV CTR FEE
GL 03 41 75300	30.00	INFOR CONFERENCE - AKHATTAB AIRLINE FEE
GL 03 41 75300	711.13	INFOR CONFERENCE - AKHATTAB HOTEL STAY
GL 03 41 75300	(5.41)	INFOR CONFERENCE - AKHATTAB HOTEL STAY CREDIT
GL 03 20 75300	211.68	CSDA ANNUAL CONFERENCE - MACK HOTEL STAY
GL 03 20 75300	211.68	CSDA ANNUAL CONFERENCE - GASCA HOTEL STAY
GL 03 20 75300	725.00	ACWA FALL CONFERENCE - HAMILTON REGISTRATION
GL 03 20 75300	725.00	ACWA FALL CONFERENCE - MACK REGISTRATION
GL 03 41 75300	278.00	BOARD SECRETARY CONFERENCE - WASHBURN AIRLINE
GL 03 41 75300	525.00	BOARD SECRETARY CONFERENCE - WASHBURN REGISTRATION
GL 03 41 75300	(30.70)	BOARD SECRETARY CONF - AIRLINE CREDIT
GL 03 20 75300	25.28	BOARD MEETING - BOARD MEMBERS LUNCH
GL 03 41 75300	24.78	BOARD MEETING - STAFF LUNCHE
GL 03 42 56513	10.11	RETIREMENT CARD - GDECHERT
GL 03 41 63400	11.82	KITCHEN SUPPLIES
GL 03 20 75300	7.66	SODA FOR BOARD MEMBERS
GL 03 41 72000	60.00	FALLBROOK CAR WASH
GL 03 41 63401	1,139.42	AMAZON - KITCHEN TABLES
GL 03 41 72400	345.00	GFOA-BUDGET AWARD SUBMISSION
GL 03 41 63400	750.00	NATUREBOX #7285
GL 03 41 60100	142.10	AUTHORIZE.NET, 9-1-19
GL 03 43 72500	20.46	AMAZON #112-9010259-1897063
GL 03 43 72500	19.99	AMAZON #112-1668920-5671467
GL 03 43 72500	326.82	AMAZON #112-5380571-2342614
GL 03 41 72000	229.18	AMAZON #112-5888583-3533841
GL 03 43 72500	139.97	AMAZON #112-1668920-5671467
GL 03 43 72500	37.98	AMAZON #112-7423809-4455422
GL 03 41 63400	38.25	FRUIT GUYS #5285250
GL 01 32 72000 100041	14,438.66	DICKSON #SO2096569
GL 02 61 63100	(36.91)	GRAINGER #9261452917
GL 01 32 63100	87.08	GRAINGER #926108740
GL 01 99 15260	8.92	GRAINGER #9263580061
GL 01 35 72000	697.65	GRAINGER #9264597569
GL 01 99 15260	249.09	GRAINGER #9264811978
GL 03 36 63421	631.84	GRAINGER #9268946036
GL 03 43 72500	646.90	GRAINGER #9270605471
GL 03 41 72900	112.10	OFFICE DEPOT #366602374001

GL 01 32 72000	969.48	ABCANA #1047531
GL 03 41 63400	76.50	FRUIT GUYS #5287997
GL 03 41 60100	302.58	AMAZON #114-2027419-4249815
GL 03 41 60100	89.43	AMAZON #114-9890693-1573054
GL 03 41 60100	128.22	AMAZON #112-6463824-9094637
GL 03 41 72400	289.00	APA #1023146
GL 03 41 60100	860.37	AMAZON #114-9554487-0027453
GL 01 34 72000	354.11	AMAZON #112-6029229-2440231
GL 03 43 72500	(48.85)	AMAZON CREDIT #112-7407385-0932255
GL 03 41 72900	15.09	AMAZON #112-6311855-8805828
GL 03 42 72000	24.99	AMAZON #112-5115920-6410604
GL 03 41 63400	32.94	AMAZON #112-5115920-6410604
GL 03 41 63400	179.35	AMAZON #112-0536758-6062616
GL 03 41 63401	79.50	CULLIGAN #083119
GL 03 41 63400	38.25	FRUIT GUYS #5290625
GL 03 43 72500	198.49	AMAZON #112-3386139-1757813
GL 03 43 72500	68.28	AMAZON #112-5557362-7764209
GL 01 99 15260	105.99	GRAINGER #9279154562
GL 03 43 72000	87.16	GRAINGER #984979474
GL 01 99 15260	216.64	GRAINGER #9284979474
GL 03 43 72000	662.23	GRAINGER #9282269100
GL 01 99 15260	59.52	GRAINGER #9282269100
GL 01 99 15260	4,915.34	WESTERN WATER #541371-00
GL 01 99 15260	4,670.31	WESTERN WATER #541707-01
GL 01 99 15260	55.45	WESTERN WATER #542950-00
GL 01 99 15260	1,497.51	GRAINGER #529274-00
GL 01 99 15260	919.33	GRAINGER #541707-00
GL 01 99 15260	(55.45)	GRAINGER CM# 543734-00
GL 01 99 15260	1,288.48	GRAINGER #541962-00
GL 01 99 15260	234.47	GRAINGER #543633-00
GL 03 41 63401	132.51	AMAZON #112-1821990-6763404
GL 03 41 63401	16.00	AMAZON #112-1611155-5057062
GL 03 43 72000	235.34	AMAZON #112-5557362-7764209
GL 03 41 72900	60.23	OFFICE DEPOT #373993271001
GL 03 41 56511	22.34	AMAZON #112-1139149-3173001
GL 03 43 72000	76.99	AMAZON #112-7726024-9352237
GL 03 43 72000	25.80	AMAZON #112-0755522-3805810
GL 03 41 63401	894.33	POWELL'S OFFICE #11291
GL 03 43 72000	80.70	AMAZON #112-1147790-9479421
GL 03 41 63401	49.76	AMAZON #112-2474954-1921040
GL 01 32 72000	53.82	AMAZON #112-4526258-0690654
GL 03 41 63401	32.27	AMAZON #112-6230482-4597028
GL 03 41 60100	272.52	AMAZON #114-7627007-7518632
GL 03 41 63401	28.99	AMAZON #112-6230482-4597028
GL 03 41 63400	76.50	FRUIT GUYS #5293316
GL 03 43 72000	54.47	AMAZON #112-6987086-3673812
GL 03 43 72000	64.56	AMAZON #112-5789495-0727426
GL 03 41 60100	1,303.39	AMAZON #114-68647745-6328212
GL 01 35 72000	4.00	ZOHO #65265914
GL 03 41 60100	175.99	AMAZON #114-5452972-5303431
GL 03 41 60100	203.65	AMAZON #113-8039575-6710638
GL 03 36 73000	1,639.80	800 BUY RACK #000021881
GL 03 42 75300	95.00	ACWA TRAINING - KHARP
GL 01 33 75300	95.00	ACWA TRAINING - CFAUST
GL 01 33 75300	95.00	ACWA TRAINING - SSIMPSON

GL 01 32 75300	95.00 ACWA TRAINING - JHERNANDEZ
GL 01 32 75300	95.00 ACWA TRAINING - JKRAFT
GL 01 32 75300	95.00 ACWA TRAINING - SCOFFEY
GL 01 33 75300	190.00 ACWA TRAINING - GCANCINO
GL 01 33 75300	190.00 ACWA TRAINING - BROSE
GL 03 42 75300	190.00 ACWA TRAINING - CRAMIREZ
GL 03 52 75300	190.00 ACWA TRAINING - RRUBIO
GL 02 61 75300	190.00 ACWA TRAINING - CHAND
GL 01 35 75300	190.00 ACWA TRAINING - CTAYLOR
GL 01 35 75300	190.00 ACWA TRAINING - DHILL
GL 01 35 75300	190.00 ACWA TRAINING - KDIAZ
GL 02 61 75300	190.00 ACWA TRAINING - LOPEZ
GL 03 43 75300	95.00 ACWA TRAINING - CESNARD
GL 01 32 75300	95.00 ACWA TRAINING - JHERNANDEZ
GL 01 34 75300	95.00 ACWA TRAINING - JDEMARY
GL 01 34 75300	190.00 ACWA TRAINING - MGONZALEZ
GL 01 34 75300	190.00 ACWA TRAINING - TSJUNESON
GL 01 34 75300	190.00 ACWA TRAINING - JMACCARRONE
GL 01 34 75300	190.00 ACWA TRAINING - WNAULT
GL 03 42 72000	33.92 OFFICE DEPOT
GL 01 35 72000	25.00 ZOHO #65209965
GL 03 91 63102	30.00 CORELOGIC #81981187
GL 03 91 63102	192.50 CORELOGIC #81982005
GL 03 42 75500	89.95 EMPLOYMENT SCREENING - AHOLTZ
GL 02 61 75300	100.00 CWEA 2019 SSCSC WORKSHOP - RZUNIGA & RLOPEZ
GL 03 41 60100	203.04 AZURE #E0300949PY

54,013.51 American Express (September Statement)

**Director's Expenses
FY 2019-2020**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch
07/31/19	CAL PERS - HEALTH INS. WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE			\$ 25.52	\$ 69.60	\$ 109.62
	REIMBURSEMENT FROM DIRECTORS					
	Monthly Totals	\$ -	\$ -	\$ 25.52	\$ 69.60	\$ 109.62
08/31/19	CAL PERS - HEALTH INS. WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE	\$ 150.00		\$ 150.00	\$ 300.00	\$ 300.00
	REIMBURSEMENT FROM DIRECTORS				\$ 48.72	\$ 85.26
	Monthly Totals	\$ 150.00	\$ -	\$ 150.00	\$ 348.72	\$ 385.26

**Director's Expenses
FY 2019-2020**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch
09/30/19	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING		\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
	COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS	\$ 150.00	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00
	TRAVEL EXPENSES		\$ 444.53	\$ 59.72	\$ 443.36	\$ 831.88
	MILEAGE AND EXPENSES		\$ 87.00	\$ 164.72	\$ 85.84	\$ 198.94
	REIMBURSEMENT FROM DIRECTORS					
	Monthly Totals	<u>\$ 150.00</u>	<u>\$ 1,306.53</u>	<u>\$ 1,299.44</u>	<u>\$ 1,454.20</u>	<u>\$ 2,555.82</u>
10/31/19	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING					
	COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS				\$ 150.00	\$ 300.00
	TRAVEL EXPENSES				\$ 1,235.89	
	MILEAGE AND EXPENSES			\$ 82.36	\$ 66.12	\$ 30.74
	REIMBURSEMENT FROM DIRECTORS					
	Monthly Totals	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 82.36</u>	<u>\$ 1,452.01</u>	<u>\$ 330.74</u>



Check Register
September 2019

Description	BankTransactionCode	IssueDate	IssuedBankAmount
City of Oceanside - INV 210582	WIRE	09/04/2019	209,940.81
AIRGAS USA, LLC	ACH	09/05/2019	1,127.82
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	09/05/2019	2,277.60
ASTRA INDUSTRIAL SERV.INC	ACH	09/05/2019	970.09
FALLBROOK EQUIPMENT RENTAL	ACH	09/05/2019	929.00
PARKHOUSE TIRE, INC.	ACH	09/05/2019	211.06
QUALITY CHEVROLET	ACH	09/05/2019	64.48
RICHARD C. MICHAUD	ACH	09/05/2019	608.79
AIRGAS USA, LLC	ACH	09/05/2019	459.49
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	09/05/2019	510.00
ASTRA INDUSTRIAL SERV.INC	ACH	09/05/2019	161.99
ATLAS PUMPING SERVICE	ACH	09/05/2019	210.00
KEVIN MILLER	ACH	09/05/2019	726.00
RENE BUSH	ACH	09/05/2019	726.00
XEROX CORP.	ACH	09/05/2019	1,294.67
ACWA-JPIA	CHECK	09/05/2019	73,489.68
ARAMARK UNIFORM SERVICES	CHECK	09/05/2019	752.66
ASPIRE FINANCIAL SERVICES, LLC	CHECK	09/05/2019	300.00
AT&T	CHECK	09/05/2019	166.28
AT&T LONG DISTANCE	CHECK	09/05/2019	21.86
BONSALL PEST CONTROL	CHECK	09/05/2019	200.00
CHRIS HAND	CHECK	09/05/2019	1,890.61
CORE & MAIN LP	CHECK	09/05/2019	6,760.08
COUNTY OF S.D. DEPT OF ENVIRONMENTAL HEALTH	CHECK	09/05/2019	968.00
CRAIG SHOBE	CHECK	09/05/2019	820.00
CSDA, SAN DIEGO CHAPTER	CHECK	09/05/2019	120.00
DAVID HILL	CHECK	09/05/2019	200.00
FALLBROOK IRRIGATION SUPPLIES	CHECK	09/05/2019	241.48
FERGUSON WATERWORKS #1083	CHECK	09/05/2019	3,695.39
HEAVY VEHICLE ELECTRONIC LICENSE PLATE	CHECK	09/05/2019	17.65
HUDSON SAFETY-T-LITE	CHECK	09/05/2019	2,690.50
JANICE DELL	CHECK	09/05/2019	19,046.85
JOE'S HARDWARE	CHECK	09/05/2019	90.66
KINSEY & KINSEY, INC.	CHECK	09/05/2019	2,706.27
LINCOLN NATIONAL LIFE INSURANCE COMPANY	CHECK	09/05/2019	4,478.92
THE CARLSON COMPANY	CHECK	09/05/2019	148.21
NEWMAN REPLACEMENT WINDOWS, INC	CHECK	09/05/2019	1,880.00
PETTY CASH - ADMINISTRATION	CHECK	09/05/2019	403.99
POLLUTION CONTROL DISTRICT COUNTY OF SAN DIEGO, AIR	CHECK	09/05/2019	67.00
PRES-TECH MANUFACTURERS' REPRESENTATIVES, INC.	CHECK	09/05/2019	3,714.81
RAMON FRANCISCO COTE	CHECK	09/05/2019	333.50
RT LAWRENCE CORPORATION	CHECK	09/05/2019	2,257.50
SHRED-IT USA LLC	CHECK	09/05/2019	229.11
FLEET TRUCK & AUTO SHOP INC.	CHECK	09/05/2019	126.08
TIAA COMMERCIAL FINANCE, INC.	CHECK	09/05/2019	2,466.19
ULINE	CHECK	09/05/2019	598.24
UTILITY SERVICE CO.	CHECK	09/05/2019	10,543.00
VILLAGE NEWS	CHECK	09/05/2019	200.00
WELLS FARGO BANK	CHECK	09/05/2019	2,000.00
WHITE CAP CONSTRUCTION SUPPLY	CHECK	09/05/2019	1,492.77
WHITE NELSON DIEHL EVANS LLP	CHECK	09/05/2019	6,413.00
ARAMARK UNIFORM SERVICES	CHECK	09/05/2019	376.33
CARL RINDFLEISCH	CHECK	09/05/2019	194.88
CHRIS BROWN	CHECK	09/05/2019	12,000.00
CORE & MAIN LP	CHECK	09/05/2019	5,577.14

FALLBROOK AUTO PARTS	CHECK	09/05/2019	90.82
FALLBROOK IRRIGATION SUPPLIES	CHECK	09/05/2019	2.81
FERGUSON WATERWORKS #1083	CHECK	09/05/2019	1,654.83
ICONIX WATERWORKS (US) INC	CHECK	09/05/2019	228.02
JOHN MACCARRONE	CHECK	09/05/2019	123.55
L.N. CURTIS & SONS	CHECK	09/05/2019	1,943.12
PRINCIPAL LIFE INSURANCE COMPANY	CHECK	09/05/2019	7,768.38
RAMON FRANCISCO COTE	CHECK	09/05/2019	333.50
RUBEN LOPEZ	CHECK	09/05/2019	1,936.98
SAN DIEGO GAS & ELECTRIC	CHECK	09/05/2019	5,486.50
ULINE	CHECK	09/05/2019	400.77
AIRGAS USA, LLC	ACH	09/06/2019	181.29
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	09/06/2019	324.00
FALLBROOK EQUIPMENT RENTAL	ACH	09/06/2019	223.65
FLYERS ENERGY LLC	ACH	09/06/2019	991.95
KNIGHT SECURITY & FIRE SYSTEMS	ACH	09/06/2019	697.00
MISSION RESOURCE CONSERVATION DISTRICT	ACH	09/06/2019	114.00
TRAFFIC SAFETY SOLUTIONS, LLC	ACH	09/06/2019	7,595.00
ARAMARK UNIFORM SERVICES	CHECK	09/06/2019	376.33
AT&T	CHECK	09/06/2019	525.77
CHICAGO TITLE COMPANY	CHECK	09/06/2019	500.00
CHRIS WAITE	CHECK	09/06/2019	49.50
D & H WATER SYSTEMS INC	CHECK	09/06/2019	17,843.91
FALLBROOK IRRIGATION SUPPLIES	CHECK	09/06/2019	189.86
HAWTHORNE MACHINERY COMPANY	CHECK	09/06/2019	166.37
ICONIX WATERWORKS (US) INC	CHECK	09/06/2019	1,209.91
ICONIX Waterworks (US) Inc.	CHECK	09/06/2019	2,246.80
IMAGE SOURCE	CHECK	09/06/2019	20.48
JOE'S HARDWARE	CHECK	09/06/2019	50.02
KENNETH E WEINBERG	CHECK	09/06/2019	8,097.50
KNOCKOUT PEST CONTROL& TERMITES, INC.	CHECK	09/06/2019	75.00
OMNIS CONSULTING INC.	CHECK	09/06/2019	23,809.00
PRES-TECH MANUFACTURERS' REPRESENTATIVES, INC.	CHECK	09/06/2019	832.03
PUBLIC POLICY STRATEGIES, INC.	CHECK	09/06/2019	7,500.00
RAMON FRANCISCO COTE	CHECK	09/06/2019	368.00
RHO MONSERATE C.C.H.A.	CHECK	09/06/2019	363.08
SAN DIEGO COUNTY ASSESSOR/RECORDER/CLERK	CHECK	09/06/2019	24.00
SAN DIEGO GAS & ELECTRIC	CHECK	09/06/2019	117.32
SOUTHWEST ANSWERING SERVICE, INC.	CHECK	09/06/2019	734.56
STREAMLINE	CHECK	09/06/2019	300.00
FLEET TRUCK & AUTO SHOP INC.	CHECK	09/06/2019	3,078.42
TIME WARNER CABLE	CHECK	09/06/2019	1,250.00
VERIZON WIRELESS	CHECK	09/06/2019	2,824.98
WALTERS WHOLESALE	CHECK	09/06/2019	263.63
ADP - Advice of Debit #541711125	EFT	09/06/2019	549.48
Engineered Fluid Inc - INV 21965	WIRE	09/06/2019	831,648.27
ANDREW ECHOLS	ACH	09/10/2019	322.50
BP BATTERY INC.	ACH	09/10/2019	328.69
PATRIOT PORTABLE RESTROOMS-SD	ACH	09/10/2019	302.74
WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	ACH	09/10/2019	507.15
AMERICAN FENCE CO, INC	CHECK	09/10/2019	682.00
ARAMARK UNIFORM SERVICES	CHECK	09/10/2019	376.33
AT&T MOBILITY	CHECK	09/10/2019	1,485.97
COLONIAL LIFE & ACCIDENT INS.	CHECK	09/10/2019	121.42
CORE & MAIN LP	CHECK	09/10/2019	423.46
COVERALL NORTH AMERICA, INC.	CHECK	09/10/2019	1,532.00
EDWARD BRADLEY	CHECK	09/10/2019	97.00
FALLBROOK AUTO PARTS	CHECK	09/10/2019	21.54
FALLBROOK UNION HIGH SCHOOL	CHECK	09/10/2019	130.00
HOME DEPOT	CHECK	09/10/2019	3,979.35
ICONIX WATERWORKS (US) INC	CHECK	09/10/2019	933.83
KNOCKOUT PEST CONTROL& TERMITES, INC.	CHECK	09/10/2019	75.00
KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	CHECK	09/10/2019	12.00
MHC SOFTWARE, LLC	CHECK	09/10/2019	12,890.00
MITEL LEASING, INC.	CHECK	09/10/2019	1,657.11

MODULAR BUILDING CONCEPTS, INC	CHECK	09/10/2019	1,277.91
NATIONAL BENEFIT SERVICES, LLC	CHECK	09/10/2019	100.00
RAMON FRANCISCO COTE	CHECK	09/10/2019	655.50
LOS ANGELES TRUCK	CHECK	09/10/2019	167.96
SPECIAL DISTRICT RISK	CHECK	09/10/2019	26,188.70
UNDERGROUND SERVICE ALERT	CHECK	09/10/2019	329.15
WATER QUALITY SPECIALISTS	CHECK	09/10/2019	1,950.00
ZEP MANUFACTURING CO.	CHECK	09/10/2019	256.20
Union Bank CC - Kennedy, (August Statement)	EFT	09/11/2019	29.11
Union Bank CC - Largent, (August Statement)	EFT	09/11/2019	11.40
Union Bank CC - Harp (August Statement)	EFT	09/11/2019	9.99
Union Bank CC - Zuniga (August Statement)	EFT	09/11/2019	574.00
Union Bank CC - Walker, (August Statement)	EFT	09/11/2019	383.31
Union Bank CC - Daugherty (August Statement)	EFT	09/11/2019	268.00
Union Bank CC - Del Rio (August Statement)	EFT	09/11/2019	540.00
Union Bank CC - Strapac, (August Statement)	EFT	09/11/2019	440.97
American Express - TK (August Statement)	WIRE	09/11/2019	142,092.26
SDCWA Water Purchase- July 2019	WIRE	09/17/2019	3,106,743.00
ACCELA, INC. #774375	ACH	09/20/2019	444.00
ACWA-JPIA	ACH	09/20/2019	79,292.39
AIRGAS USA, LLC	ACH	09/20/2019	1,582.43
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	09/20/2019	4,075.14
BOOT WORLD, INC	ACH	09/20/2019	181.30
BP BATTERY INC.	ACH	09/20/2019	182.13
FLYERS ENERGY LLC	ACH	09/20/2019	30,137.37
KNIGHT SECURITY & FIRE SYSTEMS	ACH	09/20/2019	600.00
NOBEL SYSTEMS	ACH	09/20/2019	5,600.00
PATRIOT PORTABLE RESTROOMS-SD	ACH	09/20/2019	151.37
SAFETY-KLEEN	ACH	09/20/2019	395.66
THE WELD SHOP, INC	ACH	09/20/2019	3,575.00
XEROX CORP.	ACH	09/20/2019	1,286.43
ARAMARK UNIFORM SERVICES	CHECK	09/20/2019	753.12
ARENS GROUP INC.	CHECK	09/20/2019	3,050.00
AT&T	CHECK	09/20/2019	166.28
AT&T	CHECK	09/20/2019	192.79
AT&T LONG DISTANCE	CHECK	09/20/2019	21.86
BARRY REDER	CHECK	09/20/2019	720.00
BONSALL PEST CONTROL	CHECK	09/20/2019	200.00
BOOT BARN INC	CHECK	09/20/2019	714.42
BUBBA ROPE	CHECK	09/20/2019	1,394.19
CHARLOTTE MCGRAW	CHECK	09/20/2019	437.75
CHRIS DAUGHERTY	CHECK	09/20/2019	185.07
CHRISTIAN JULLIAY	CHECK	09/20/2019	197.01
COFFEE AMBASSADOR	CHECK	09/20/2019	362.75
COLONIAL LIFE & ACCIDENT INS.	CHECK	09/20/2019	60.71
CONTROLLED MOTION SOLUTIONS	CHECK	09/20/2019	125.91
CORE & MAIN LP	CHECK	09/20/2019	7,282.79
COUNCIL OF WATER UTILITIES	CHECK	09/20/2019	90.00
COUNTY OF SAN DIEGO - PDS	CHECK	09/20/2019	3,310.00
CRAIG SHOBE	CHECK	09/20/2019	335.00
CYNTHIA RUTH	CHECK	09/20/2019	879.52
DAMEON ROLLINS	CHECK	09/20/2019	755.51
DAN FRAME	CHECK	09/20/2019	1,462.30
DELL BUSINESS CREDIT	CHECK	09/20/2019	858.17
DIAMOND ENVIRONMENTAL SERVICES	CHECK	09/20/2019	879.01
DILIGENT CORPORATION	CHECK	09/20/2019	3,000.00
EDWIN VILLANUEVA	CHECK	09/20/2019	319.41
TYMERE DUSON	CHECK	09/20/2019	1,740.00
FALLBROOK IRRIGATION SUPPLIES	CHECK	09/20/2019	1,616.27
RBC SERVICES, LLC	CHECK	09/20/2019	39.33
FALLBROOK OIL CO	CHECK	09/20/2019	889.60
FALLBROOK WASTE AND RECYCLING	CHECK	09/20/2019	544.60
FEDEX	CHECK	09/20/2019	43.11
FERGUSON WATERWORKS #1083	CHECK	09/20/2019	1,117.06
GOLDEN STATE INDUSTRIAL COATINGS, INC.	CHECK	09/20/2019	1,000.00

GRANITE CONSTRUCTION COMPANY	CHECK	09/20/2019	155.27
HDR ENGINEERING, INC.	CHECK	09/20/2019	6,969.98
HEALTH-METRICS, INC	CHECK	09/20/2019	756.00
IB CONSULTING, LLC	CHECK	09/20/2019	13,200.70
ICONIX WATERWORKS (US) INC	CHECK	09/20/2019	1,106.56
IMAGE SOURCE	CHECK	09/20/2019	10.24
INFOR PUBLIC SECTOR, INC.	CHECK	09/20/2019	50,606.40
INFRASTRUCTURE ENGINEERING	CHECK	09/20/2019	4,438.00
JAUREGUI & CULVER, INC.	CHECK	09/20/2019	267.00
KENNETH E WEINBERG	CHECK	09/20/2019	6,765.00
KINSEY & KINSEY, INC.	CHECK	09/20/2019	6,000.00
KNOCKOUT PEST CONTROL& TERMITES, INC.	CHECK	09/20/2019	150.00
MALLORY SAFETY AND SUPPLY, LLC	CHECK	09/20/2019	65.00
MARC WALKER	CHECK	09/20/2019	89.00
MARK CLINE	CHECK	09/20/2019	204.00
MICHAEL MACK	CHECK	09/20/2019	48.72
MICHAEL YANG	CHECK	09/20/2019	737.20
MOBILE MINI, INC	CHECK	09/20/2019	4,528.67
NORTH COUNTY WELDING SUPPLY	CHECK	09/20/2019	258.61
OMNIS CONSULTING INC.	CHECK	09/20/2019	13,730.00
PACIFIC PIPELINE SUPPLY	CHECK	09/20/2019	296.98
PALOMAR HEALTH	CHECK	09/20/2019	295.00
PITNEY BOWES INC.	CHECK	09/20/2019	686.82
PREPASS	CHECK	09/20/2019	27.65
PUBLIC POLICY STRATEGIES, INC.	CHECK	09/20/2019	7,500.00
RAIN FOR RENT RIVERSIDE	CHECK	09/20/2019	18,986.58
RAMON FRANCISCO COTE	CHECK	09/20/2019	644.00
RICHARD D. MARKS	CHECK	09/20/2019	4,000.00
RELIABUILT FENCE COMPANY	CHECK	09/20/2019	3,995.00
RIGHT-OF-WAY ENGINEERING SERV	CHECK	09/20/2019	3,850.00
RT LAWRENCE CORPORATION	CHECK	09/20/2019	639.65
SAN DIEGO COUNTY ASSESSOR/RECORDER/CLERK	CHECK	09/20/2019	12.00
SAN DIEGO FRICTION PRODUCTS, INC.	CHECK	09/20/2019	889.19
SAN DIEGO GAS & ELECTRIC	CHECK	09/20/2019	50,308.31
SAN DIEGO SHERIFF'S DEPARTMENT	CHECK	09/20/2019	151.00
SHRED-IT USA LLC	CHECK	09/20/2019	152.74
SOUTHWEST ANSWERING SERVICE, INC.	CHECK	09/20/2019	749.56
SPECIALTY MOWING SERVICES, INC - W9	CHECK	09/20/2019	32,248.36
STREAMLINE	CHECK	09/20/2019	600.00
TEMECULA TROPHY CO.	CHECK	09/20/2019	64.38
TIAA COMMERCIAL FINANCE, INC.	CHECK	09/20/2019	2,695.07
TOP DOG TOWING	CHECK	09/20/2019	225.00
UPPER SAN LUIS REY GROUNDWATER	CHECK	09/20/2019	12,500.00
WATERLINE TECHNOLOGIES INC.	CHECK	09/20/2019	2,577.38
WILLIAMS SCOTSMAN, INC.	CHECK	09/20/2019	5,158.19
WINZER CORP	CHECK	09/20/2019	971.20
XEROX FINANCIAL SERVICES	CHECK	09/20/2019	565.83
XYLEM INC	CHECK	09/20/2019	9,151.07
ADP - Advice of Debit #542465273	EFT	09/20/2019	589.93
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	09/30/2019	495.00
PALOMAR BACKFLOW	ACH	09/30/2019	5,000.00
DAILY JOURNAL CORPORATION	CHECK	09/30/2019	364.00
RBC SERVICES, LLC	CHECK	09/30/2019	212.44
IMAGE SOURCE	CHECK	09/30/2019	10.24
MCCALL'S METER SALES & SERVICE	CHECK	09/30/2019	300.00
PROFESSIONAL IMAGE ADVERTISING, INC.	CHECK	09/30/2019	775.98
Settlement Agreement Rainbow-ABM	WIRE	09/30/2019	3,225,000.00
		Total:	8,297,924.04

Comparative Water Sales YTD from Prior Years

FISCAL YEAR 2019-2020

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	28,018	36,530	36,506	32,640									307
402	AG	113,285	139,802	139,715	135,633									1,213
264	CM	35,561	46,750	44,883	40,374									385
23	CN	1,484	1,549	1,183	1,041									12
21	IS	3,060	1,799	1,946	2,046									20
112	MF	11,910	11,187	11,539	11,065									105
323	SC	135,069	157,307	156,337	136,485									1,343
1024	SD	164,817	213,262	218,596	179,714									1,782
5468	SF	150,907	188,769	182,811	153,331									1,551
8199	Total	644,111	796,955	793,516	692,329	-	-	-	-	-	-	-	-	6,719

FISCAL YEAR 2018-2019

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	34,648	47,312	45,104	28,007									356
402	AG	129,946	149,080	154,084	110,908									1,249
264	CM	51,483	67,254	66,114	36,283									508
23	CN	3,982	27,189	4,915	2,545									89
21	IS	4,964	3,824	3,852	3,447									37
112	MF	11,653	12,856	13,798	11,513									114
323	SC	165,088	203,887	203,899	134,052									1,623
1024	SD	230,264	264,247	273,401	189,659									2,198
5468	SF	168,323	192,173	207,384	146,492									1,640
8199	Total	800,351	967,822	972,551	662,906	-	-	-	-	-	-	-	-	7,814

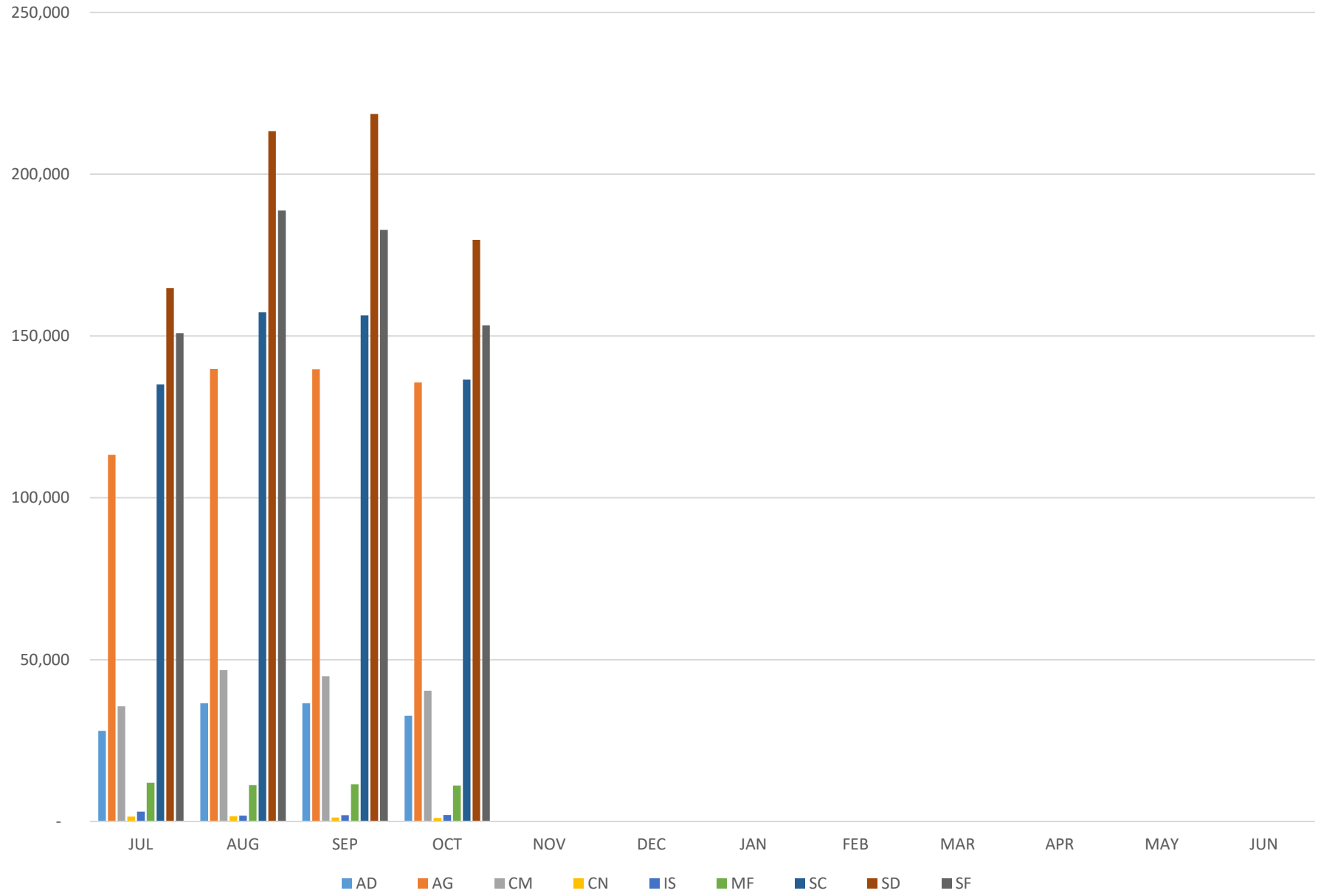
FISCAL YEAR 2017-2018

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
563	AD	33,310	29,712	36,164	31,255									299
395	AG	144,066	131,474	145,280	120,785									1,243
247	CM	33,715	42,488	33,812	26,189									313
32	CN	2,447	3,983	8,073	10,623									58
20	IS	2,320	2,440	2,793	2,488									23
96	MF	11,472	10,002	13,072	10,304									103
323	SC	179,822	156,120	202,103	148,336									1,576
1024	SD	244,799	223,157	271,457	222,398									2,208
5196	SF	174,946	165,760	194,809	155,004									1,585
7896	Total	826,897	765,136	907,563	727,382	-	-	-	-	-	-	-	-	7,408

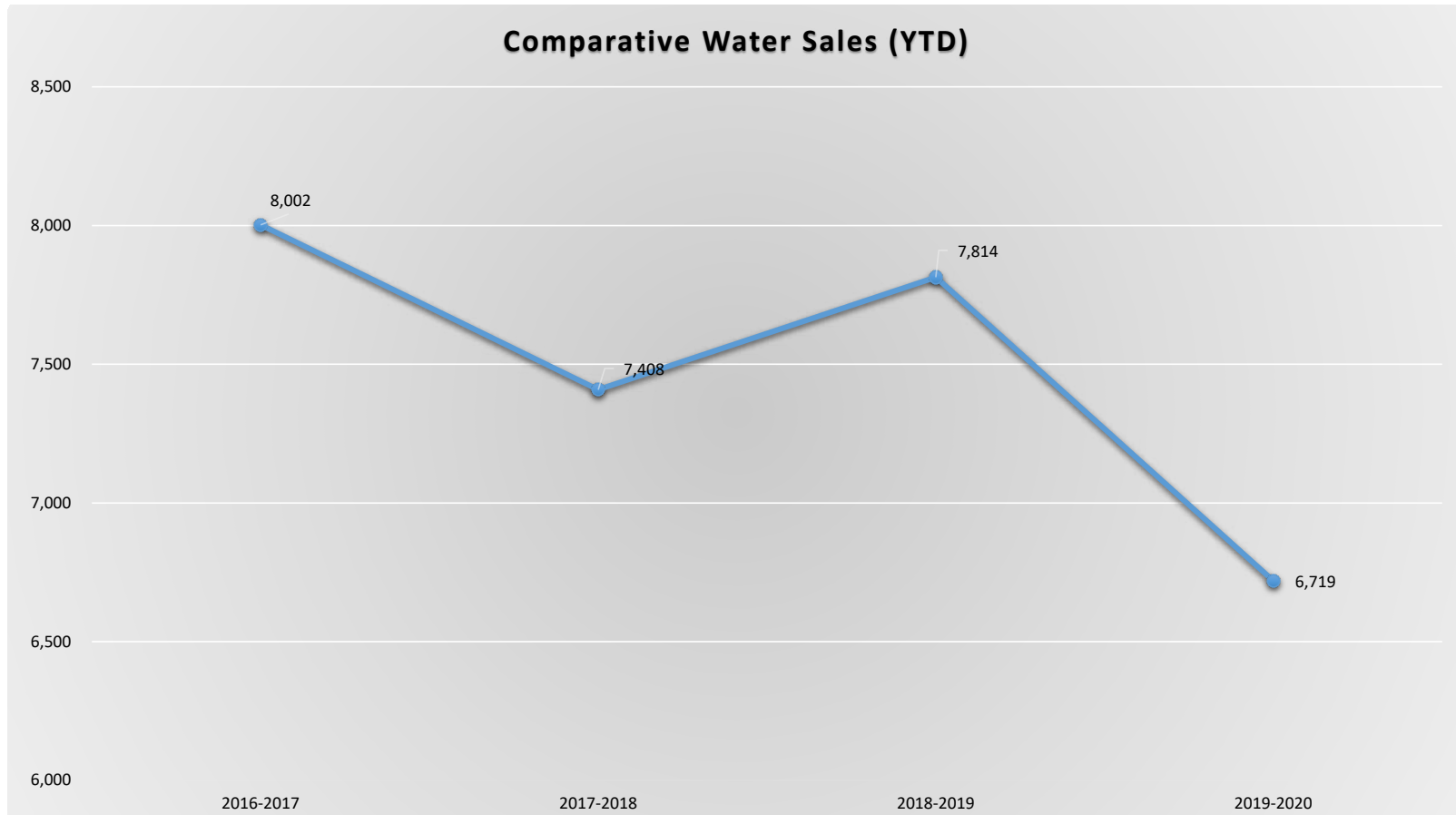
FISCAL YEAR 2016-2017

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
591	AD	36216	34134	39119	28217									316
403	AG	156957	152359	172040	132882									1,410
231	CM	47830	45043	43040	26707									373
30	CN	4900	4950	7309	11456									66
24	IS	3806	3701	3980	3061									33
88	MF	11307	11657	13746	10597									109
326	SC	183744	166212	206354	150910									1,624
1034	SD	279246	253718	298226	222243									2,418
5122	SF	187516	175736	202555	154361									1,653
7849	Total	911,522	847,510	986,369	740,434	-	-	-	-	-	-	-	-	8,002

USAGE BY CUSTOMER CLASS FY 19-20



Comparative Water Sales YTD from Prior Years





**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
OCTOBER-NOVEMBER 2019**

STATUS SUMMARY	EDUs
Total Treatment Capacity Purchased from Oceanside	8,333.33
Less 5% Contractual Allowance	416.67
EDUs Set Aside by Board for Emergencies	60.00
EDUs Connected	4,718.70 *
EDUs Unconnected/Committed	276.70
Total EDUs Available for Purchase:	2,861.27

DEVELOPMENTS WITH UNCONNECTED/COMMITTED EDUs	EDUs	CAPACITY FEES PAID	
Bonsall Oaks (Polo Club) - 165 Lots	59.85	\$ 1,038,336	**
Golf Green Estates (Dev. Solutions) - 102.46	33.46	\$ 803,014	
Horse Creek Ridge (DR Horton/RAH) - 754	(1.40)	\$ -	
Passarelle (HRC Commercial) - 96.57	96.57	\$ -	
Pala Mesa Highlands (Beazer Homes) - 159.3	75.02	\$ 1,093,344	***
Others (5 or less)	13.20	\$ 225,588	
TOTAL UNCONNECTED:	276.70	\$ 3,160,282	

*There is a delay between connections and new account activations.

**Name change to Bonsall Oaks. Deferred total payment until building permits are issued.

***PMH paid the remaining 50% of the sewer capacity fees on 10/23/19.

