

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold Closed Session at 11:30 a.m. and Open Session at 1:00 p.m. Tuesday, July 27, 2021, 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: Gasca___ Hamilton___ Mack___ Moss___ Rindfleisch___**
3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
4. **INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE**

CHAIR TO READ ALOUD - "If at any point, anyone would like to ask a question or make a comment and have joined this meeting with their computer, they can click on the "Raise Hand" button located at the bottom of the screen. We will be alerted that they would like to speak. When called upon, please unmute the microphone and ask the question or make comments in no more than three minutes.

*Those who have joined by dialing a number on their telephone, will need to press *6 to unmute themselves and then *9 to alert us that they would like to speak.*

A slight pause will also be offered at the conclusion of each agenda item discussion to allow public members an opportunity to make comments or ask questions."

5. **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 email or mailing their comments to the Board Secretary one hour before the Closed Session scheduled start time. All written public comments will be read to the Board prior to their adjournment to Closed Session. Any person wishing to speak to the Board regarding Closed Session agenda items may do so by calling (760) 728-1178, listening for "Thank you for calling Rainbow Municipal Water District", dialing Extension 429, and entering pin 8607 at the Closed Session scheduled start time. Once all public comment is heard, this call will be disconnected, and the Board will adjourn to Closed Session. To participate in the Open Session portion of the meeting, please follow the instructions provided at the top of Page 1 of this agenda. Speaking time shall generally be limited to three minutes unless a longer period is permitted by the Board President.

6. **CLOSED SESSION**
 - A. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(2))
 - * Two Items
 - B. Conference with Legal Counsel - Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)
 - * Rainbow Municipal Water District v. Blum, Inc., et al.

(*) - Asterisk indicates a report is attached.

- C. Appointment, Employment; Evaluation of Performance – General Manager (Government Code §54957(B)(1))

7. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Time Certain: 1:00 p.m.

8. REPEAT CALL TO ORDER

9. PLEDGE OF ALLEGIANCE

10. REPEAT ROLL CALL

11. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

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

13. REPEAT INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE

CHAIR TO READ ALOUD - *“If at any point, anyone would like to ask a question or make a comment and have joined this meeting with their computer, they can click on the “Raise Hand” button located at the bottom of the screen. We will be alerted that they would like to speak. When called upon, please unmute the microphone and ask the question or make comments in no more than three minutes.*

*Those who have joined by dialing a number on their telephone, will need to press *6 to unmute themselves and then *9 to alert us that they would like to speak.*

A slight pause will also be offered at the conclusion of each agenda item discussion to allow public members an opportunity to make comments or ask questions.”

14. 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 or may email or mail their comments to the Board Secretary one hour before the Open Session scheduled start time. All written public comments received will be read to the Board during the appropriate portion of the meeting. 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.

***15. APPROVAL OF MINUTES**

- A. June 22, 2021 - Regular Board Meeting

(*) - Asterisk indicates a report is attached.

***16. 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 Hamilton)
- B. Representative Report (Appointed Representative)
 - 1. SDCWA
 - A. Summary of Board Meeting June 24, 2021
 - 2. CSDA
 - 3. LAFCO
 - A. LAFCO Communications
 - 4. Santa Margarita River Watershed Watermaster Steering Committee
 - 5. 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: Brown Act Update 501668-0002

17. COMMITTEE REPORTS

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

BOARD ACTION ITEMS

***18. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 21-17 — 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 JULY 27, 2021, THROUGH JUNE 30, 2022**

(The grade structure included in Resolution No. 21-17 makes the following changes: adds Grade E7 to the Exempt Salary Grades, adds the Grants Specialist classification to Salary Grade E7, and adjusts the minimum of Grade E8 down to be 15% from the grades above and below it. 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.)

19. NOTICE OF COMPLETION AND ACCEPTANCE OF THE NORTH RIVER ROAD SEWER PIPE LINING PROJECT

(All facilities for the North River Road Sewer Pipe Lining Project have been constructed per plans, inspected, and tested per specifications. Upon acceptance by the Board, the improvements become part of the District's water distribution system and Staff takes over operation and maintenance.)

(*) - Asterisk indicates a report is attached.

***20. CONSIDER AND APPROVE A CONSTRUCTION AGREEMENT AND SEWER SERVICE AGREEMENT BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND BONSALE OAKS, LLC FOR THE BONSALE OAKS DEVELOPMENT TO IMPROVE MAJOR SUBDIVISION COUNTY OF SAN DIEGO TRACT NO. 4736-1**

(The Bonsale Oaks Development, formerly known as the Polo Club Development, is a residential development located on the north side of Gopher Canyon Road, across the street from Vista Valley Country Club. There are five (5) different phases associated with the project with the anticipated construction of 164 homes, a winery, tasting room and bed and breakfast. The Developer requested to enter into a construction agreement and a sewer service agreement with the District according to the terms of the District's Administrative Code, attached for discussion.)

***21. DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 21-04 AMENDING AND UPDATING ADMINISTRATIVE CODE SECTION 5.05.050 – RECORD RETENTION POLICY, CHAPTER 5.09 – DISTRICT COMMUNICATION SYSTEMS, AND CHAPTER 5.10 – VEHICLE POLICIES**

(As part of the ongoing policy review, updates were made to some of the chapters, sections, and subsections included in Title 5 while keeping policies in alignment with the District's current practices. The proposed changes are formatting and numbering changes only – there are no changes to policy or contents.)

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

BOARD INFORMATION ITEMS

***23. CONSIDERATION OF REQUEST BY THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION FOR ADDITIONAL FUNDS FOR THE PROCESSING OF THE DISTRICT'S APPLICATION FOR DETACHMENT FROM THE SAN DIEGO COUNTY WATER AUTHORITY AND CONCURRENT ANNEXATION INTO EASTERN MUNICIPAL WATER DISTRICT**

In March 2021, LAFCO requested an additional deposit of \$50,000 to cover the cost of their consultant, Dr. Michael Hanemann. Dr. Hanemann's work is taking longer than projected by LAFCO; therefore, on July 8, 2021, SD LAFCO Executive Officer Keene Simonds sent an email requesting an additional deposit in the amount of \$60,000.)

24. HEADQUARTERS DEVELOPMENT STUDY UPDATE

25. MORRO MIXERS UPDATE

26. HELI-HYDRANT PROJECT UPDATE

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

A. General Manager Comments

1. Meetings, Conferences and Seminar Calendar

B. Communications

1. Public Comment Received Jun 28, 2021

C. Operations Comments

1. Operations Report

D. Engineering Comments

1. Engineering Report
2. As-Needed Services Expenditures Summary
3. RMWD Sewer Equivalent Dwelling Units (EDU's) Status

E. Human Resource & Safety Comments

1. Human Resources Report
2. Organizational Chart

(*) - Asterisk indicates a report is attached.

F. Finance Comments

1. Board Information Report
2. Budget vs. Actuals
3. Fund Balance & Developer Projections
4. Treasury Report
5. Five Year Water Purchases Demand Chart
6. Water Sales Summary
7. Check Register
8. Directors' Expenses Report
9. Credit Card Breakdown
10. RMWD Properties

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

29. ADJOURNMENT - To Tuesday, August 24, 2021, at 1:00 p.m.

ATTEST TO POSTING:

Pam Moss
Pam Moss
Secretary of the Board

7-19-21 @ 4:00 p.m.
Date and Time of Posting
Outside Display Cases

(*) - Asterisk indicates a report is attached.

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**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
JUNE 22, 2021**

- 1. CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on June 22, 2021 was called to order by President Hamilton at 12:02 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. *(All meetings are being held with in person attendance following County and State COVID guidelines as well as virtually.)* President Hamilton presiding.

- 2. ROLL CALL**

Present: Director Gasca *(via video conference)*, Director Hamilton, Director Mack, Director Rindfleisch *(via video conference)*, Director Moss

Also Present: General Manager Kennedy, Legal Counsel Smith, Executive Assistant Washburn, Finance Manager Largent, Human Resources Manager Harp, Information Systems Specialist Espino.

Also Present Via Teleconference or Video Conference:

Information and Technology Manager Khattab.

No members of the public were present via teleconference or video conference before Closed Session.

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

There were no amendments to the agenda.

- 4. INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE**

The instructions were not read aloud due to no public members in attendance prior to Closed Session.

- 5. 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.

Meeting adjourned to closed session at 12:04 p.m.

(*) - Asterisk indicates a report is attached.

6. CLOSED SESSION

A. Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9(d)(2))

* One Item

B. Conference with Legal Counsel - Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)

* Rainbow Municipal Water District v. Blum, Inc., et al.

C. Conference with Labor Negotiators (Government Code §54957.6 and §54957)

Agency Designated Representatives

Tom Kennedy
Karleen Harp
Tracy Largent

Discussions regarding labor negotiations for:

Rainbow Employee Association
Rainbow Association of Supervisors and Confidential Employees
Rainbow Exempt Employees Association

7. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

This item was addressed under Item #11.

The meeting reconvened at 1:04 p.m.

Time Certain: 1:00 p.m.

8. REPEAT CALL TO ORDER - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on June 22, 2021 was called to order by President Hamilton at 1:05 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. *(All meetings are being held with in person attendance following County and State COVID guidelines as well as virtually.)* President Hamilton presiding.

9. PLEDGE OF ALLEGIANCE

10. REPEAT ROLL CALL

Present: Director Gasca (*arrived at 1:17 p.m.*), Director Hamilton, Director Mack, Director Rindfleisch (*arrived at 1:11 p.m.*), Director Moss.

Also Present: General Manager Kennedy, Legal Counsel Smith, Executive Assistant Washburn, Engineering and CIP Program Manager Williams, Finance Manager Largent, Human Resources Manager Harp, Water Operations Supervisor Coffey, Utility Worker Cancino, Information Systems Specialist Espino.

Also Present Via Teleconference or Video Conference:

(*) - Asterisk indicates a report is attached.

Operations Manager Gutierrez, Associate Engineer Powers, Customer Service and Communications Supervisor Gray, Information Technology Manager Khattab, Engineering Technician Rubio, District Services Representative Constant, Technical Services Team Lead Bradley, Accounting Specialist Martinez, Senior Accountant Rubio, Human Resources Assistant Ramirez.

Six members of the public members of the public were present for Open Session; five of which attended via teleconference or video conference.

11. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Legal Counsel reported the Board met in Closed Session to discuss three items and that there was no reportable action.

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

There were no amendments to the agenda.

13. REPEAT INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE

President Hamilton read aloud the instructions for those attending the meeting via teleconference or video conference.

14. 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.

***15. APPROVAL OF MINUTES**

A. May 25, 2021 - Regular Board Meeting

Motion:

To approve the minutes.

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

Vote: Motion carried by unanimous roll call vote (summary: Ayes = 3).

Ayes: Director Hamilton, Director Mack, Director Moss.

Absent: Director Gasca, Director Rindfleisch.

(*) - Asterisk indicates a report is attached.

***16. 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 Hamilton)

President Hamilton mentioned the SDCWA agenda includes an item to consider extending the PSWAR enrollment by two months as well as seeking approval for their business insurance and liability statements which found interesting and brought to Ms. Harp's attention encouraging additional research be conducted to find better alternatives compared to what RMWD currently has in place.

B. Representative Report (Appointed Representative)

1. SDCWA

A. Summary of Board Meeting May 27, 2021

Mr. Kennedy reported the SDCWA Board received a copy of the budget for consideration at the next board meeting scheduled for later this week. He pointed out a great deal of concern was expressed by members of the Board in terms of having limited time to discuss a \$1.8 billion budget and how a motion he made requesting more time for deliberation had failed. He noted several workshops were held over the last several weeks during which numerous discussions took place related to the SDCWA budget and that the Committee Chairperson of the A&F committee was committed to bring forward a policy suggesting a ninety-day budget review period be implemented to allow for adequate time for review and consideration. He also confirmed a vote will be taken regarding a sixty-day extension for the PSWAR transitions.

Director Rindfleisch rejoined the meeting at 1:11 p.m.

Director Gasca rejoined the meeting at 1:17 p.m.

2. CSDA

There was no report given.

3. LAFCO

Mr. Kennedy mentioned SDCWA's attorney complained about a tweet made related to the possible detachment.

4. San Luis Rey Watershed Council

There was no report given. It was noted this should be removed.

5. Santa Margarita River Watershed Watermaster Steering Committee

There was no report given.

6. ACWA

There was no report given.

(*) - Asterisk indicates a report is attached.

- C.** Meeting, Workshop, Committee, Seminar, Etc. Reports by Directors (AB1234)
 - 1.** Board Seminar/Conference/Workshop Training Attendance Reports

There were no reports given.

- D.** Directors Comments

There were no comments.

- E.** Legal Counsel Comments
 - 1.** Attorney Report: Brown Act and Proposition 218 Update 150152-0005

Legal Counsel summarized the information contained in his written report noting the waiver related to Brown Act requirements will expire on September 15, 2021 at which time agencies may allow for virtual public participation but Directors will be required to comply with preexisting requirements with noticing any offsite locations from which they attend. He pointed out there were a few other details working their way through legislature related to public meeting requirements such as AB361 allowing for virtual or teleconference attendance in the event with requirements that any Directors attending from offsite to state the location from which they are attending, must be open to the public and a majority of the Board attending from a location within District boundaries as well as AB703 allowing for teleconferencing with Directors attending virtually without having to state their location, but a majority of the Board attending the meeting in-person within the agency boundaries with allowing public in-person or virtual participation. He confirmed the translation requirements have been removed and that the closed caption requirement has been amended to remove the closed captioning requirements will only apply to cities or counties with population of 250,000 or more.

Legal Counsel reported on a recent Proposition 218 challenge which resulted in the court finding an agency cannot increase its rates to add to its reserves. Mr. Kennedy mentioned that he testified via teleconference in the State Assembly Judiciary Committee in support of SB323 which would create a statute of limitations on Prop 218 challenges.

17. COMMITTEE REPORTS

- A.** Budget and Finance Committee

Mr. Nelson reported the committee held lively and healthy discussions resulting in the culmination of a wide variety of options and recommendations being presented to the Board today for consideration under Item #23. He noted the committee has also recommend Board approval of the variance provided under Item #25 as well as received an update on the Water Service Upgrade Project.

- B.** Communications and Customer Service Committee

Mr. Shute reported the committee discussed several items including a Water Service Upgrade Project update as well as reviewed backflow charges, PSWAR rates, as well as polling and surveying customers as they interact with RMWD customer service with a soft roll out anticipated over the next couple months.

(*) - Asterisk indicates a report is attached.

C. Engineering and Operations Committee

Mr. Nelson reported the committee supported Item #26 in that it provides staff flexibility as well as frees up money that can be put to real work. He also noted the briefed on the CIP project ranking system which resulted in the list of projects provided as part of the budget presentation which the committee supported as well as how a few committee members met with staff to discuss possible improvements to the current RFP documentation and processes.

Mr. Kennedy thanked Mr. Nelson for his assistance in providing staff with some different perspectives on how RMWD can be more efficient.

Time Certain: 1:00 p.m. Public Hearing

***18. PUBLIC HEARING**

A. DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 21-02 FOR ID 1 STANDBY CHARGES

Mr. Kennedy explained this item was a standard procedure to approve a standard annual \$10.54 parcel per acre fee adopted each year at this time.

Motion:

To adopt Ordinance No. 21-02.

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

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

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

BOARD ACTION ITEMS

***19. DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-13, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEE ASSOCIATION**

Mr. Kennedy thanked Ms. Harp, Ms. Largent, as well as all the negotiators representing the various bargaining units for all their hard work during the negotiations process. He stated although this is never an easy task, everyone took a professional approach to the process while reaching something on which all parties could agree.

Ms. Harp echoed Mr. Kennedy’s appreciation for the members of the negotiating teams for all three bargaining units. She stated she believed a favorable contract was reached from both the District and bargaining unit perspectives which is evident by the Tentative Agreement signed by Rainbow Employee Association (REA), Rainbow Association of Supervisors and Confidential Employees (RASCE), and the Exempt Group with a five-year contract for both REA and RASCE. She pointed out the existing MOU’s expire June 30, 2021 and should the Board vote to approve this resolution, it would be approving the successor MOU which includes terms that address the District’s strategic focus area of Workforce Development with adding student loan repayments to the Education Assistance Program and out of class certification bonus as well as Fiscal Responsibility addressed through changes in the ceiling of Cost of Living Adjustments for the next

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three years, restructuring the merit award program to be more equitable to all employees (both those at the maximum paygrade and those not), changing the cost sharing for medical insurance, and increasing the standby stipend to be more market appropriate based on current market research. She noted there are some provisions that will have an increase on fiscal impact as well as some that have a potential savings or rather a mitigated cost escalation over the term of the five-year contract. She stated staff recommended approval of Resolution No. 21-13 and once the Board votes, she will invite the REA Chief Negotiator, Gerardo Cancino, to join President Hamilton at the table to sign the MOU.

Motion:

To adopt Option 1 - Approve Resolution No. 21-13 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employee Association.

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

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

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

Mr. Cancino joined President Hamilton in signing the Rainbow Employee Association (REA) MOU.

***20. DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-14, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**

Ms. Harp explained this was also a five-year contract for which a Tentative Agreement was signed with the bargaining unit. She noted the terms are essentially identical as those for the Rainbow Employee Association since they are both hourly groups with similar interests. She stated upon Board adoption of Resolution No. 21-14, Ms. Washburn will be invited to join President Hamilton at the table to sign the RASCE MOU as the Chief Negotiator.

Motion:

To adopt Option 1 – Approve Resolution No. 21-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

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

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

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

Ms. Washburn joined President Hamilton in signing the Rainbow Association of Supervisors and Confidential Employees (RASCE) MOU.

(*) - Asterisk indicates a report is attached.

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***21. DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-15, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EXEMPT EMPLOYEES**

Ms. Harp explained there were some tentative agreements signed with the Rainbow Exempt Employees group for a four-year contract with similar provisions as the hourly groups including the addition of student loan repayments under the Education Assistance Program in response to changes to the Internal Revenue Code, Cost of Living Adjustment changes, restructuring the merit award program as well as medical insurance cost sharing. She stated should the Board adopt Resolution No. 21-15, Chief Negotiator, Steve Coffey, will be invited to join President Hamilton at the table to sign the Exempt Group MOU.

Motion:

To adopt Option 1 – Approve Resolution No. 21-15 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

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

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

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

Mr. Coffey joined President Hamilton in signing the Exempt MOU.

***22. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 21-16 — 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 JULY 1, 2021 THROUGH JUNE 30, 2022**

Ms. Harp noted with the Board approval of the three successor Memorandums of Understanding, the terms call for a Cost of Living Adjustment separate from the movement of the paygrade structure. She explained the paygrade structure is based on the San Diego CPI most recent 12-month change which was published as 5.3% between May 2020 and May 2021. She pointed out this paygrade structure does not have a direct impact on base pay, but simply moves the paygrades and the base pay increases would be 1.5%.

Motion:

To adopt Option 1 - Approve Resolution No. 21-16 as presented.

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

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

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

(*) - Asterisk indicates a report is attached.

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***23. PRESENTATION, DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-12 APPROVING FISCAL YEAR 2021-2022 OPERATING & CAPITAL IMPROVEMENT BUDGET**

Ms. Largent announced a combined presentation will be given as part of Items #23 and #24 with Ms. Harp giving a staffing analysis first followed by the budget presentation she will share.

Mr. Kennedy pointed out the staffing analysis was something brought to the Board each year showing the trends in the marketplace as well as with RMWD employees. He thanked Mr. Nelson as the Chairperson of the Budget and Finance Committee for his assistance in pushing these things through.

Ms. Harp shared a staffing analysis presentation noting she would review the current status of the organization, predicted drivers of labor demands, projected retirements and labor supply, past and anticipated turnover, overtime trends, labor supply challenges, and recommendations.

Director Mack inquired as to what advance retirement notice is requested of employees. Ms. Harp pointed out this was covered in the successor MOU's with a \$1,000 bonus being awarded to employees who provide a six month advance notice of retirement.

Discussion ensued regarding customers being placed on hold when calling the District.

Director Moss stated it was her experience that individuals tasked with finding and obtaining grants generally work on a contingency basis as opposed to be salaried employees. Ms. Harp noted her researched showed some agencies hire in-house personnel and others on a contingency basis. Mr. Kennedy explained some advantages of having an in-house staff member dedicated to seeking and obtaining both large and small grant opportunities. Director Gasca added often times there are stipulations one does not fund people helping to pursue grant monies. Ms. Harp mentioned a number of grants have compliance requirements which could result in having to revise some of RMWD's policies and procedures with which a full-time staff member could assist as well.

Ms. Largent shared a presentation on the FY 2021-2022 Operating & Capital Improvement Budget noting she will review assumptions as well as rate increases that are a part of the cost of service study.

Mr. Kennedy pointed out SDCWA has advertised a 3.3%-3.6% increase; however, in response to one of his questions during the May SDCWA Board meeting, it was stated RMWD's increase would be a little more than 5%. He explained SDCWA was using averaging to advertise a smaller rate increase than it actually is for all the member agencies. He talked about some of the challenges associated with SDCWA's 15% increase to transportation rates. He noted this has not yet been adopted yet; however, staff may come to the Board to consider moving forward on the RMWD transportation-related projects regardless of whether the detachment is successful.

Ms. Largent continued with providing an overview of the information contained in the budget presentation.

Ms. Largent reviewed the options available for consideration including the Budget and Finance Committee recommendations as 9%, 5%, 4.5%, 3%, 3% rate increases per year for FY 22-26 to be reviewed annually as part of the budget process, moving to uniform rates, and 80% funding of the water CIP for water. She recommended 100% funding for the wastewater CIP since those monies were already available.

(*) - Asterisk indicates a report is attached.

Director Gasca inquired as to whether the proposed 9% for 2022 was being driven by dealing with RMWD’s issues as well as SDCWA’s pass-through charge increases. Ms. Largent clarified the 9% reflected RMWD not having raised rates for 2.5 years in anticipation of detachment. Director Gasca asked whether SDCWA’s rate adjustments were incorporated into each of the fiscal year predictions. Ms. Largent clarified RMWD’s budget includes projections of all anticipated increases from SDCWA.

Mr. Kennedy explained the steps to be taken as part of Item #24 including release of Prop 218 letters to customers, multi-family addresses, and property owners throughout the District notifying them of the date of the rate hearing.

Director Mack asked whether it was taken into consideration what could happen should RMWD move to uniform rates and customers use less water. Mr. Kennedy explained getting revenue stability for the District versus providing an option for the customer to try to shave off costs was a balancing act; however, RMWD’s rates do not really vary due to having only one source of supply. Discussion ensued.

Director Moss inquired as to how the average grower would be affected. Ms. Largent stated it would be approximately 5%. Discussion followed. President Hamilton asked how staff computed the percentage changes from the physical year budget. Ms. Largent explained it was a comparison to the prior year budget.

Motion:

To approve Option 1 – Approve Resolution No. 21-12 Adopting the 2021-2022 Budget in its present form.

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

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

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

Director Gasca expressed how pleased he was with today’s presentations.

24. CONSIDER SETTING THE DATE AND TIME FOR A PUBLIC HEARING TO CONSIDER ADOPTING INCREASES IN THE RATES FOR RAINBOW MUNICIPAL WATER DISTRICT SERVICE FEES EFFECTIVE SEPTEMBER 1, 2021

Ms. Largent noted this item was to set the hearing for August 24, 2021, as well as provide staff with direction to send out Proposition 218 notice by July 10, 2021.

Motion:

To set the date and time for a public hearing to consider adopting increases in the rates for Rainbow Municipal Water District service fees for August 24, 2021 at 1:00 PM.

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

(*) - Asterisk indicates a report is attached.

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

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

***25. DISCUSSION AND POSSIBLE ACTION TO APPROVE A VARIANCE FROM MAXIMUM CAPACITY AND 12 MONTH ROLLING AVERAGE REQUIREMENTS IN ORDER TO DOWNSIZE FROM A 1 ½” TO A 1” METER**

Ms. Largent noted this was a variance request from a customer who has been using less water for the entire 12-month billing average to qualify for a 1” meter.

Director Mack asked if there were any cost associated with downsizing. Ms. Largent explained there was no charge. President Hamilton asked if staff physically replaces the meter. Ms. Largent stated once a downsize is approved, the customer’s rates are adjusted, but the meter is not changed out immediately, especially in anticipation of the WSUP program. She added there have been circumstances when the customer realizes they need the larger meter after all at which time they pay the difference between the O&M for the months they had downsized to bring them back up to the larger meter size.

Director Gasca inquired as to whether RMWD’s applications provide capabilities for staff to look at the usage to determine it is below the limit as well as what size meter is being utilized. Mr. Kennedy explained staff does not proactively look at low consumption and suggest downsizing or increasing their meter size, but rather customers contact the District regarding ways to reduce their water bill at which time this program is presented. Discussion ensued.

Director Mack stated there was a fee he paid when downsizing his meter approximately 7-8 years ago. Ms. Largent explained since that time a study had been conducted at which time it was could have determined there would be no cost associated with downsizing. She confirmed any downsize fees were eliminated at the time when discounts on locked accounts was removed which was in 2016.

Motion:

To accept Option 1 – Approve the variance to Ordinance 19-04 to allow a downsize of this meter from a 1 ½’ to a 1”.

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

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

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

26. DISCUSSION AND POSSIBLE ACTION REGARDING CHANGE ORDERS TO THE FOLLOWING AS-NEEDED CONTRACTS: LAND SURVEYING SERVICES, CIVIL ENGINEERING SERVICES, REAL ESTATE APPRAISAL SERVICES, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND ENVIRONMENTAL SERVICES

Mr. Williams explained staff has reviewed each of the independent agreements and were first alerted to the land surveying firm contracts expiring with some having funds and others requiring some more. He stated rather than issuing three new RFP’s for that discipline, staff would prefer

(*) - Asterisk indicates a report is attached.

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they catch up with all the other disciplines so a full comprehensive overall can be conducted at a later date. He said while reviewing this information, staff began looking at others that needed some funding; therefore, this item was for a reallocation of funds within all the different firms. He pointed out if approved by the Board, multiple change orders will be produced for all the different consultants.

President Hamilton asked for confirmation the funds would be reallocated as opposed to adding additional funding. Mr. Williams confirmed this was correct.

Director Gasca inquired as to whether staff anticipated the minimum amount left in an account for a firm would be sufficient to handle one or two projects. Mr. Williams referenced the task lists provided in the spreadsheet noting that should something occur in the future, there would be plenty of funding available with separate RFP's issued for those amounting to more than \$50,000.

Motion:

To approve Option 1 - Approve Change Orders in the amounts described in Table 1 for KDM Meridian, Inc., Right-Of-Way Engineering, Inc., Dudek, Hydrosience Engineering, Inc., Anderson & Brabant, Inc., ARENS Group, Inc., Harris and Associates, Reilly Construction Management, Helix Environmental, Rincon Consultants, and Michael Baker International to continue to provide professional services to the District, authorize the General Manager to execute Change Orders for the As-Needed contracts as described, and make a determination that the action identified herein does not constitute a "project" as defined by CEQA.

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

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

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

***27. CSDA 2020 BOARD OF DIRECTORS ELECTIONS SEAT A**

Mr. Kennedy pointed out this was an opportunity for the Board to cast a vote for one candidate listed on the ballot.

Motion:

To vote for Jo MacKenzie.

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

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

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

(*) - Asterisk indicates a report is attached.

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

Mr. Kennedy pointed out Director Moss was seeking approval to attend the Special District Leadership Academy to satisfy RMWD’s District of Distinction accreditation.

Motion:

To approve Director Moss’ attendance for the CSDA training.

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

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

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

BOARD INFORMATION ITEMS

***29. STATEMENT OF AUDITING STANDARDS (SAS) 114 PLANNING LETTER**

Mr. Kennedy pointed out it was a requirement to notify the Board of the upcoming audit as well as when and how it will be conducted. Ms. Largent confirmed there was nothing unusual.

30. ENERGY PROCUREMENT UPDATE

Mr. Kennedy updated the Board on the energy procurement process. He explained while renewable energy could come in a little cheaper; however, SDG&E attaches an additional charge when you depart which prevented it from being cost competitive. He mentioned he has reapplied to the lottery.

Mr. Kennedy mentioned he and Mr. Williams were actively exploring different means of using the RES-BCT program including potentially placing a large-scale solar system at Beck Reservoir; however, SDG&E’s program for this year has already sold out. He noted they will meet with a consultant to determine what can be done to reach the goal of reducing RMWD’s energy costs.

***31. 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
- 3. RMWD Sewer Equivalent Dwelling Units (EDU’s) Status

D. Human Resource & Safety Comments

- 1. Human Resources Report

E. Finance Comments

- 1. Board Information Report
- 2. Budget vs. Actuals
- 3. Fund Balance & Developer Projections

(*) - Asterisk indicates a report is attached.

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4. Treasury Report
5. Five Year Water Purchases Demand Chart
6. Water Sales Summary
7. Check Register
8. Directors' Expenses Report
9. Credit Card Breakdown
10. RMWD Properties

Ms. Harp reported CalOSHA voted to change the emergency temporary standards related to COVID-19 last Thursday with the Governor signing an Executive Order making them effective immediately as opposed to after the ten-day waiting period. She noted staff was working on updating the COVID prevention plan; however, in the meantime employees have been notified, at their option, they can provide documentation of vaccination status to be exempt from certain provisions of the policy such as wearing masks indoors.

Mr. Kennedy pointed out there were only a few days left in the fiscal year and how RMWD was trending above its five-year average of water deliveries.

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

It was noted a salary grade structure update, General Manager evaluation, and status on the headquarters study development should be on the next meeting agenda.

33. ADJOURNMENT

The meeting was adjourned by Director Hamilton to a regular meeting on July 27, 2021, at 1:00 p.m.

The meeting was adjourned at 3:13 p.m.

Hayden Hamilton, Board President

Dawn M. Washburn, Board Secretary

(*) - Asterisk indicates a report is attached.

**SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING
JUNE 24, 2021**

- 8.1 Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.
- 8.2 Purchase of Water Authority Business Insurance for Fiscal Year 2022.
The Board authorized the General Manager to purchase property insurance from Swiss Reinsurance Company Ltd in the amount of \$222,060, liability insurance from Allied World Assurance Company – CalMutuals JPRIMA in the amount of \$409,888, and workers' compensation insurance from Zenith Insurance Company – CalMutuals JPRIMA in the amount of \$271,836, for a total amount of \$903,784.
- 8.3 Permanent Special Agricultural Water Rate (PSAWR) Program Temporary Access Period Extension.
The Board approved the Financial Strategy Work Group recommendation of a two-month extension to the existing six-month temporary eligibility period granted by the Board to previous Transitional Special Agricultural Water Rate (TSAWR) Program customers for access to the PSAWR Program.
- 8.4 General Manager's Recommended Budget for Fiscal Years 2022 and 2023.
The Board adopted Resolution No. 2021-17, a Resolution of the Board of Directors of the San Diego County Water Authority approving the General Manager's Recommended Budget for Fiscal Years 2022 and 2023, for operations and capital improvements and appropriating \$1,693,496,900 consistent with the approved budget.
- 8.5 Adopt the Water Authority's Rates and Charges for Calendar Year 2022.
The Board conducted the Public Hearing; adopted Ordinance No. 2021-01 an ordinance of the Board of Directors of the San Diego County Water Authority setting rates and charges for the delivery and supply of water, use of facilities, and provision of services; adopted Resolution No. 2021-18 a resolution of the Board of Directors of the San Diego County Water Authority continuing the Standby Availability Charge; adopted Ordinance No. 2021-02 an ordinance of the Board of Directors of the San Diego County Water Authority amending and restating the System Capacity and Water Treatment Capacity Charges imposed by the Water Authority pursuant to Section 5.9 of the County Water Authority Act; and found the actions exempt from CEQA pursuant to Public Resources Code §21080(b)(8) and authorized the General Manager to file a notice of exemption.
- 8.6 Adopt positions on various bills.
The Board adopted a position of Support and Seek Amendments on AB 897 (Mullin), relating to climate adaptation action plans; and, adopted a position of Support on H.R. 3404 (Huffman), relating to the FUTURE Western Water Infrastructure and Drought Resiliency Act.

- 8.7 Approval of Federal Advocacy Services Contract with Foley & Lardner.
The Board authorized the General Manager to execute an 18-month contract (from July 1, 2021 through December 31, 2022) for federal advocacy services with Foley & Lardner under a retainer of \$12,000/month for a total compensable contract amount of \$227,250 (inclusive of reimbursable expense allowance) over the contract term.
- 8.8 Approval of Minutes.
The Board approved the minutes of the Formal Board of Directors' meeting of May 27, 2021.
- 8.9 Closed Session - Public Employee Performance Evaluation (General Manager).
The Board approved the Officers' recommendation based on performance: salary adjustment of +3.00% to match cost-of-living increase being provided to represented employees on June 27; performance to be re-evaluated with potential for additional salary increase in June 2022; 80 hours merit paid leave to be used by June 30, 2020 extended to June 30, 2022 due to COVID; and approved employment contract extension through June 30, 2024, with all other terms to remain unchanged.



San Diego County
Local Agency Formation Commission
 Regional Service Planning | Subdivision of the State of California

MEMORANDUM

July 12, 2021

TO: Independent Special Districts in San Diego County

FROM: Tamaron Lockett, Commission Clerk

SUBJECT: Independent Special Districts Election Results |
 Appointment of Alternate Representative

This memorandum serves as notice by the San Diego County Local Agency Formation Commission (LAFCO) of the election results to fill a vacant and unexpired term ending May 1, 2023 for an alternate special district member representative. The concurrent election was performed by mail-ballot consistent with adopted policies and concluded on May 5, 2021. Prerequisite quorums for the election were achieved with David Drake with Rincon Del Diablo Municipal Water District winning the alternate seat, respectively. Details for the election follow.

Alternate Special District Member Election Results		
Nominee	Agency	Votes Received
David A. Drake	Rincon del Diablo Municipal Water District	9
Heather Conklin	Mission Resource Conservation District	5
Rocky Chavez	Tri-City Healthcare District	4
Jeff Egkan	North County Fire Protection District	4
Regina Roberts	Valley Center Municipal Water District	4
C. Hayden Hamilton	Rainbow Municipal Water District	3
TOTAL		29

A listing of all ballots returned for both elections is attached.

Tamaron Lockett
 Commission Clerk

Attachment
 Special Districts Ballots returned listing

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

Vice Chair Jim Desmond
 County of San Diego
 Nora Vargas
 County of San Diego
 Joel Anderson, Alt.
 County of San Diego

Mary Casillas Salas
 City of Chula Vista
 Paul McNamara
 City of Escondido
 Kristi Becker, Alt.
 City of

Chris Cate
 City of San Diego
 Marni von Wilpert, Alt.
 City of San Diego

Jo MacKenzie
 Vista Irrigation
 Barry Willis
 Alpine Fire Protection
 Vacant, Alt.
 Special District

Chair Andy Vanderlaan
 General Public
 Harry Mathis, Alt.
 General Public

SPECIAL DISTRICTS BALLOT RETURNED

Alternate Special District Member Election

Alpine FPD
Bonita-Sunnyside FPD
Borrego Springs FPD
Borrego Water District
Fallbrook PUD
Grossmont Healthcare District
Helix WD
Lake Cuyamaca Recreation and Park District
Lakeside WD
Leucadia Wastewater District
Majestic Pines CSD
Mission RCD
Mootami MWD
Morro Hills CSD
North County FPD
Otay MWD
Padre Dam MWD
Palomar Health
Pomerado Cemetery District
Rainbow MWD
Ramona Cemetery District
San Luis Rey MWD
Santa Fe Irrigation District
South Bay Irrigation District
Tri-City Healthcare District
Vallecitos Water District
Valley Center FPD
Vista Irrigation District
Yuima Municipal Water District



TO: Rainbow Municipal Water District
FROM: Alfred Smith
DATE: July 27, 2021
RE: Attorney Report: Brown Act Update
501668-0002

I. INTRODUCTION.

This attorney report provides an update on a recent appellate court decision involving the Brown Act. (*Julian Volunteer Fire Company Association v. Julian-Cuyamaca Fire Protection District* (2021) 62 Cal.App.5th 583).

In this case, a plaintiff volunteer fire association, through a local fire district, provided fire prevention and emergency services to local communities. The fire district voted to dissolve – a vote that would replace local volunteer services with the professional firefighting services of the County of San Diego. The dissolution vote triggered a mandatory review process by the San Diego Local Agency Formation Commission. The vote also spawned several lawsuits by those opposing dissolution and the replacement of local volunteers with professional County firefighters.

The appellate court in this matter considered claims by the volunteer fire association and related individuals alleging the District violated the Brown Act when its board of directors first voted to begin the dissolution process. The Fourth District Court of Appeal rejected the claims, holding that the Brown Act lawsuit was barred because: (1) the plaintiffs unreasonably delayed in prosecuting their lawsuit until after a districtwide special election approving the dissolution; and (2) the delay substantially prejudiced the parties and the general public.

II. BACKGROUND.

Prior to 2018, the Julian Volunteer Fire Company Association (“Volunteer Association”) provided fire prevention and emergency services to the Julian and Cuyamaca communities through a local fire district, the Julian-Cuyamaca Fire Protection District (“District”). In April 2018, the District’s board of supervisors approved a resolution to dissolve the District and to be replaced by the County of San Diego Fire Authority (“County”).

Two weeks later, the Volunteer Association sued the District, alleging the District’s approval of the resolution violated the Brown Act. The Volunteer Association

alleged that the District's board members secretly communicated through email and private meetings to discuss the dissolution prior to the formal negotiations. The Volunteer Association sought a writ of mandate ordering the District to vacate the resolution. The trial court scheduled a hearing in November 2018 to rule on the merits of the Brown Act claims. However, the Volunteer Association took the hearing off the calendar in October 2018.

While the Volunteer Association's lawsuit was pending, the County and the San Diego Local Agency Formation Commission ("LAFCO") conducted a mandatory review of the dissolution request, which included holding public hearings and a special election for residents affected by the request. In March 2019, the County announced the special election resulted in a majority vote favoring the District's dissolution.

III. COURT'S ANALYSIS.

Following the election, the Volunteer Association filed an emergency motion asking the court to immediately enter judgment in favor of its Brown Act claims, without notifying LAFCO or the County of this request. The court entered judgment for the Volunteer Association and issued a writ ordering the District to revoke its original dissolution resolution. The District then relied on this judgment to preclude LAFCO from certifying the special election results.

The County and LAFCO then intervened in the Volunteer Association's lawsuit and successfully moved to vacate the judgment and the writ. The County and LAFCO moved for judgment on the pleadings against the Volunteer Association. They argued that (1) the lawsuit was untimely, and (2) the Brown Act claims were barred by the laches doctrine, which applies if a plaintiff unreasonably delays in prosecuting its claims to the prejudice of the defendant. The trial court granted the motion solely on the grounds that the lawsuit was untimely and entered judgment against the Volunteer Association. The Volunteer Association appealed.

The Fourth District Court of Appeal affirmed. The Court of Appeal found that the Volunteer Association improperly waited to reschedule the hearing on its Brown Act claims until after the special election results were announced. In doing so, the Court of Appeal held that the Volunteer Association unreasonably delayed since the alleged Brown Act violations occurred months before the special election.

The Court of Appeal further noted that the Volunteer Association presented no justification for the delay, such as the need to conduct discovery. The appellate court also found that the delay prejudiced LAFCO, the City, and the general public -- given the substantial costs and burdens of the completed special election. Based on these findings, the Court affirmed the judgment against the Volunteer Association. The court stated:

“The reversal of the District’s Dissolution Resolution at this late date would result in the imposition of substantial unnecessary costs and burdens on all parties, and particularly the public. By waiting until after the protest hearing and after the special election to ask the court to resolve its Brown Act claims, Volunteer Association caused County and LAFCO to incur substantial costs to comply with statutorily required procedures. During the LAFCO process, officials and the public had the full opportunity to consider and express their opinions on the subject of the District’s dissolution. To require the court to resolve the merits of the Brown Act claims after the LAFCO public hearings and after the special election—as if these later steps did not occur—would be inequitable to the District voters, LAFCO, and County under the circumstances.”

IV. CONCLUSION.

The Court of Appeal’s decision provides protection for local agencies against delayed Brown Act claims. The decision supports the dismissal of Brown Act claims where (1) a plaintiff unreasonably delays in filing a lawsuit, and (2) the delay prejudices the parties and the general public.

AES

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 21-17 — 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 JULY 27, 2021, THROUGH JUNE 30, 2022.

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.

The budget for fiscal year 2021-2022 included a new job classification for a Grant Specialist, which will be responsible for seeking and securing grant funding for the District. This position's purpose is significant to the success of the District's financial goal of securing non-rate-based funding sources. In addition, the job will directly impact the District's operations, as the incumbent will need to make policy recommendations to ensure the District complies with grant requirements. Therefore, the position will be FLSA-Exempt.

Staff conducted a compensation analysis of Grant Specialists and similar positions at public agencies in California and determined the market rate for this type of position ranges from \$80,000 - \$104,000 annually. The District does not currently have an Exempt Salary Grade that is aligned with the market for this role, so staff recommends adding Salary Grade E7. The proposed grade will be 99% of market rate at the minimum of the salary grade, and 110% of market at the top end of the salary grade.

In addition, staff recommends adjusting the minimum of grade E8, to keep the distance between the salary grade minimums consistent at 15% between them. The previous minimum for this grade was 12% from the next grade. This change will have no impact on incumbent employee pay rates but gives the District flexibility when hiring into this pay grade in the future.

DESCRIPTION

The grade structure included in Resolution No. 21-17 makes the following changes:

- Adds Grade E7 to the Exempt Salary Grades.
- Adds the Grants Specialist classification to Salary Grade E7.
- Adjusts the minimum of Grade E8 down to be 15% from the grades above and below it.

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 21-17 allows the District to comply with CalPERS requirements and meet the District’s operational needs.

The fiscal impact of adding this job classification will be approximately \$195,000 including salary, benefits, and equipment to support the position. These expenses have already been approved by the Board in the budget for fiscal year 2021-22.

- 1. Option 1: Approve Resolution No. 21-17.
- 2. Option 2: Do not approve Resolution No. 21-17.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 21-17



Karleen Harp, COSM
Human Resources Manager

07/27/2021

**RESOLUTION NO. 21-17 RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT
ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RATES FOR DISTRICT EMPLOYEES**

EFFECTIVE JULY 27, 2021 TO JUNE 30, 2022

Exempt Salary Grades	Job Classification	Annual Equivalent		Monthly Range		Biweekly Pay Rate	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
GM	General Manager	\$ 180,835	\$ 260,395	\$ 15,070	\$ 21,700	\$ 6,955.20	\$ 10,015.20
E11	Engineering and Capital Improvement Program Manager Finance Manager Operations Manager	\$ 138,119	\$ 198,870	\$ 11,510	\$ 16,572	\$ 5,312.26	\$ 7,648.85
E10	Human Resources Manager Information Technology Manager	\$ 120,101	\$ 174,110	\$ 10,008	\$ 14,509	\$ 4,619.28	\$ 6,696.53
E9	Associate Engineer Project Manager Senior IT and Applications Analyst Water Operations Supervisor	\$ 104,448	\$ 151,429	\$ 8,704	\$ 12,619	\$ 4,017.24	\$ 5,824.20
E8	Construction and Maintenance Supervisor Information Technology and Applications Analyst Meter Services Supervisor Risk Management Officer Senior Accountant Wastewater Superintendent	\$ 90,825	\$ 131,661	\$ 7,569	\$ 10,972	\$ 3,493.26	\$ 5,063.87
E7	Grants Specialist	\$ 78,978	\$ 114,487	\$ 6,581	\$ 9,541	\$ 3,037.61	\$ 4,403.36

Non-Exempt Pay Grades	Job Classification	Annual Equivalent		Monthly Range		Hourly Pay Rate	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
N7	Customer Service and Communications Supervisor Executive Assistant/Board Secretary Lead Operator Senior Engineering Inspector Technical Services Team Lead	\$ 86,672	\$ 125,684	\$ 7,223	\$ 10,474	\$ 41.67	\$ 60.42
N6	Crew Leader - Construction & Maintenance Crew Leader - Valve Maintenance Customer Service Supervisor Electronic / Electrical Technician II Information Systems Specialist III System Operator III	\$ 75,375	\$ 109,287	\$ 6,281	\$ 9,107	\$ 36.24	\$ 52.54
N5	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	\$ 65,524	\$ 95,013	\$ 5,460	\$ 7,918	\$ 31.50	\$ 45.68

Non-Exempt Pay Grades	Job Classification	Annual Equivalent		Monthly Range		Hourly Pay Rate	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
N4	Accounting Specialist I Administrative Assistant II Billing Specialist 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 - Meter Services Utility Worker II - Valve Maintenance Utility Worker II - Wastewater Services	\$ 56,986	\$ 82,600	\$ 4,749	\$ 6,883	\$ 27.40	\$ 39.71
N3	Administrative Assistant I Billing Specialist I Customer Service Representative II District 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	\$ 49,542	\$ 71,851	\$ 4,129	\$ 5,988	\$ 23.82	\$ 34.54
N2	Customer Service Representative Human Resources Assistant	\$ 43,062	\$ 62,481	\$ 3,589	\$ 5,207	\$ 20.70	\$ 30.04
N1	Interns	\$ 37,480	\$ 54,359	\$ 3,123	\$ 4,530	\$ 18.02	\$ 26.13

Resolution No. 21-17 rescinds Resolution No. 21-16.

PASSED, APPROVED, AND ADOPTED in Open Session at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 27th day of July by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

NOTICE OF COMPLETION AND ACCEPTANCE OF THE NORTH RIVER ROAD SEWER PIPE LINING PROJECT

BACKGROUND

One of the District's most critical piece of sanitary sewer infrastructure is its 15-inch vitrified clay pipe (VCP) land outfall section of gravity sanitary sewer in North River Road beginning just west of Highway 76 and ending at the intersection of Stallion Drive. It consists of nearly three miles of sewer pipeline and 58 manholes. This pipeline carries wastewater to the City of Oceanside San Luis Rey Water Reclamation Facility for treatment on behalf of the District. In the past year, District staff contended with issues related to rainwater infiltration/intrusion and ultimately overflow conditions. A State of Emergency was declared by the District's General Manager on April 19, 2020, to authorize immediate repair of two most damaged sections of the pipe that were considered an imminent threat to collapse. This project is the continuation of the overall sewer pipeline rehabilitation project.

The North River Road Sewer Pipe Lining project included the installation of cured-in-place liner (CIPP) system in 33 reaches of pipeline totaling approximately 9,221 LF of 15-inch diameter VCP sanitary sewer pipeline located in North River Road between Mission Road (upstream) and Stallion Drive (downstream). With Phase I point repairs and Phase II CIPP lining completed, the District has been able to move forward with Phase III rehabilitation of the sewer manholes and replacement of manhole frames and covers.

DESCRIPTION

This project is in Division Two (2). The Board of Directors authorized the General Manager to execute a contract for the North River Road Sewer Pipe Lining project on September 9, 2020, for \$608,968. Southwest Pipeline and Trenchless completed the project within the allocated budget of \$608,968. The project was completed on June 9, 2021.

Facilities constructed and ready for acceptance include the following:

CIPP Liner #	Upstream Manhole	Downstream Manhole	Sewer Reach #	As-Built Pipe Length Read (Ft)
AA	O-2-2	O-2-1	1	255
BB	O-2-1	P-2-24	2	293
CC	P-2-24	P-2-23	3	293
DD	P-2-23	P-2-20	4	186
EE	P-2-20	P-2-21	5	279
FF	P-2-21	P-2-22	6	278
GG	P-2-22	P-2-19	7	415
HH	P-2-19	P-2-18	8	71
II	P-2-14	P-2-13	13	236

JJ	P-2-13	P-1-22	14	256
KK	P-1-22	P-1-21	15	283
LL	P-1-19	P-1-18	18	225
MM	P-1-18	P-1-17	19	324
NN	P-1-17	P-1-16	20	324
OO	P-1-16	P-1-15	21	324
PP	P-1-15	P-1-14	22	324
QQ	P-1-13	P-1-12	24	292
RR	P-1-10	P-1-9	27	256
SS	P-1-9	P-1-8	28	256
TT	P-1-4	P-1-3	33	222
UU	P-0-22	P-0-21	37	301
VV	P-0-2	P-0-19	41	300
WW	P-0-16	P-0-15	45	300
XX	P-0-15	P-0-14	46	325
YY	P-0-14	P-0-13	47	325
ZZ	P-0-13	P-0-12	48	325
AB	P-0-12	P-0-11	49	325
AC	P-0-11	P-0-10	50	325
AD	P-0-10	P-0-9	51	325
AE	P-0-9	Q-0-8	52	325
AF	Q-0-8	Q-0-7	53	325
AG	Q-0-5	Q-0-4	56	152
AH	Q-0-4	Q-A-4	57	176

All facilities have been constructed per plans, inspected, and tested per specifications. Upon acceptance by the Board, the improvements become part of the District sanitary sewer system and Staff takes over operation and maintenance. In addition, the payment bond of \$608,968.00 and 90% of the performance bond, \$548,071.00 will be released. There is a two-year warranty period for all improvements which commences after Board acceptance. The District will retain 10% of the performance bond, \$60,897.00 as the warranty bond for this two-year period. Installation costs will be added to the District's total valuation.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management. In addition to maintaining the physical condition of the District's existing infrastructure, it is important to ensure that all new infrastructure is properly accepted administratively and incorporated into the District's records.

ENVIRONMENTAL

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

BOARD OPTIONS/FISCAL IMPACTS

This project was identified and budgeted in the 5-Year Capital Fund within the Wastewater Capital Fund Budget. The construction costs of the improvements by Southwest Pipeline and Trenchless was \$608,968. This amount will be added to the District's Total Valuation under project number 530017. The final amount of other costs associated with the project will be added to the District's asset valuation once year end financials have been completed.

STAFF RECOMMENDATION

The construction costs of the improvements will be added to the District’s asset valuation.

1) Option 1:

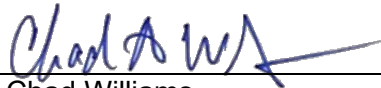
- Accept the North River Road Sewer Pipe Lining Project.
- Approve filing the Notice of Completion.
- Add installation costs to the District’s total valuation.
- Release the Payment Bond in the amount of \$608,968.
- Release 90% of the Performance Bond in the amount of \$548,071.
- Retain 10% of the performance bond in the amount of \$60,897 as the warranty bond for two years.
- Make a finding that the action herein does not constitute a “project” as defined by CEQA.

2) Option 2

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Engineering & CIP Program Manager

July 27, 2021

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

CONSIDER AND APPROVE A CONSTRUCTION AGREEMENT AND SEWER SERVICE AGREEMENT BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND BONSALL OAKS, LLC FOR THE BONSALL OAKS DEVELOPMENT TO IMPROVE MAJOR SUBDIVISION COUNTY OF SAN DIEGO TRACT NO. 4736-1

BACKGROUND

The Bonsall Oaks Development, formerly known as the Polo Club Development, is a residential development located on the north side of Gopher Canyon Road, across the street from Vista Valley Country Club (Exhibit A) within the Division 1 Boundary. The project dates back to 1999 with improvement plans being approved and renewed several times by the District. Most recently in July of 2020, the project developer moved to exclude certain parcels from the project and the relevant agreements were amended to reflect these changed conditions. Approval of the new agreements (see items 7 and 8 below) were given by the District Board at the July 28, 2020 Board Meeting. It is worth noting that as part of the project, the developer is constructing significant water and sewer infrastructure, and paying capacity fees. The following provides a list of the agreements for the subject development to date.

1. "Joint Agreement to Improve Major Subdivision County of San Diego Tract 4736-1, recorded September 23, 1999.
2. "Amendment to Joint Agreement to Improve Major Subdivision, County of San Diego Tract 4736-1 (Final Map 13856), on August 8, 2012.
3. "Joint Lien Contract", August 27, 2012 and extended by the County on October 22, 2014.
4. "Holding Agreement No. 1082-0310-00", August 27, 2012, which transferred title to 'Holder' to implement item #2.
5. "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)" January 15, 2020.
6. "Agreement to Assume Joint Agreement To Improve Major Subdivision, Joint Lien Contract and Holding Agreement (Tract 4736-1)" January 15, 2020.
7. "Third Amendment to the Unrecorded Joint Agreement to Improve Major Subdivision, extension of time to complete improvements, partial release of joint lien contract, and partial termination of original holding agreement for San Diego Tract No. 4736-1 (Final Map 13856)" July 28, 2020.
8. "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1 (Final Map 13856, Lots 1-18) (Phase 1a-1, PDS1998-2140-4736-1) (Single District)" July 28, 2020.

The District has been working with the developer, Bonsall Oaks, LLC through plan checking and coordination of the necessary facility improvements for the development. The Construction Agreement (Exhibit B) and Sewer Service Agreement (Exhibit C) are required by the District and binds Bonsall Oaks, LLC to complete necessary water and sewer infrastructure improvements for the District as specified on the approved plans. There are five (5) different phases associated with the project with the anticipated

construction of 164 homes, a winery, tasting room and bed and breakfast. The following is a list of the five phases of the project:

1. Phase 1: 1A-1 =Winery, Tasting Room and Bed and Breakfast
2. Phase 2: 1A = 59 Residential Lots, Lot Numbers 1-60 (marketing name Casitas)
3. Phase 3: 1B = 57 Residential Lots Lot No. 61-117 (Villas)
4. Phase 4: 2A = 41 Residential Lots Lot No. 118-157 (Haciendas)
5. Phase 5: 2B = 7 Custom Home Sites

The focus of this Construction and Sewer Service Agreement is for Phase1: 1A-1, which includes the construction of a winery, tasting room and bed and breakfast off of Oak Bridge Drive (Private Street). This also includes the installation of a pressure reducing station, 803 linear feet of 12-inch high pressure steel water line, 666 linear feet of 8-inch PVC water line, and 1,290 linear feet of 8-inch public sewer line.

DESCRIPTION

The plans and specifications have been prepared by Transtech Engineers, Inc. and Latitude 33, which the District reviewed and has approved Phase 1: 1A-1. As described in the earlier section, the project includes the construction of a winery, tasting room and bed and breakfast as well as a pressure reducing station, water and sewer lines. The Developer shall construct the facilities pursuant to the Approved Plans that shall comply with the District's standard specifications. The Developer is fully responsible for directing and supervising design and construction of the facilities described in this Agreement. The District's role is limited to review, inspection and approval of said design and construction. The District's role does not include providing direction or supervision of the work.

The Developer will retain a contractor currently licensed by the State of California with a General Engineering Contractor, "A" license, and shall be experienced in the construction of domestic water supply systems and sewer systems. The entire cost of the construction of such facilities and inspection time shall be paid by the Developer. Such construction shall be inspected by District personnel for conformance with the approved plans and specifications.

Staff is requesting that the Board authorize the General Manager to execute the Construction Agreement and Sewer Service Agreement with Bonsall Oaks, LLC for Phase 1: 1A-1 that includes a winery, tasting room, bed and breakfast and water/sewer infrastructure. This agreement will be amended as future phases of the development are reviewed and approved by District. These agreements are in the same form as recent similar agreements that have been reviewed by legal counsel.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management. District supports development projects which addresses future water and sewer demands. Construction of this project will add new customers to the District, ensuring long-term viability.

Strategic Focus Area Five: Customer Service. District to operate and maintain future water and sewer infrastructure as part of the Development in a cost-effective manner.

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. The project itself has been through a full CEQA process conducted by the County of San Diego.

BOARD OPTIONS/FISCAL IMPACTS

Option 1:

- Approve the Construction Agreement (Exhibit B) and Sewer Service Agreement (Exhibit C) by and between Rainbow Municipal Water District and Bonsall Oaks LLC.
- Authorize the General Manager to execute the agreement.
- Make a determination that the action identified herein does not constitute a “project” as defined by CEQA.

Option 2:


- Provide input to staff on alterations to the project and/or agreement and direct staff to bring the agreement back at a future Board meeting for consideration.

Option 3:

- Provide other direction to staff.

STAFF RECOMMENDATION

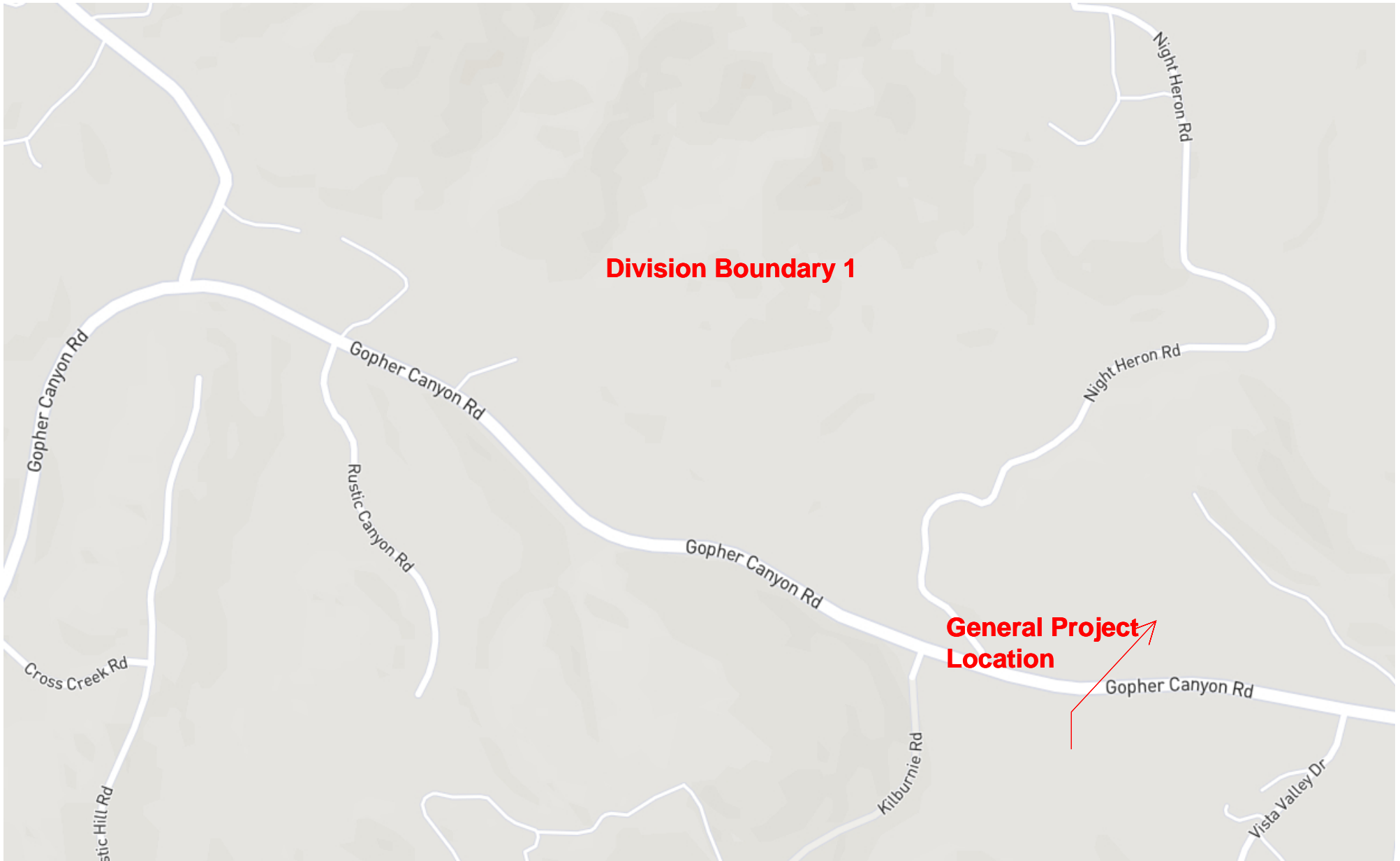
Staff recommends Option 1.



Chad Williams
Engineering and CIP Program
Manager

07/27/2021

Exhibit A: Project Location Map



1" = 659 ft

Bonsall Oaks Development

07/16/2021



This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

EXHIBIT B



AGREEMENT FOR CONSTRUCTION OF FACILITIES TO BE DEDICATED TO THE RAINBOW MUNICIPAL WATER DISTRICT

PROJECT NAME: BONSALL OAKS DEVELOPMENT

PROJECT NOS.: 700014-Admin, 200014-WW and 100014-W CONTRACT NO.: 21-

THIS AGREEMENT ("Agreement") is made on this ____ day of _____ 2021, by and between **RAINBOW MUNICIPAL WATER DISTRICT**, a municipal water district established pursuant to California Water Code sections 71000 *et seq.*, with its headquarters at Fallbrook, California ("District") and **BONSALL OAKS, LLC**, referred to hereinafter as ("Developer").

WHEREAS, Developer is planning a development of **164** lot(s) located within the boundaries of the District, and is commonly described as: **Bonsall Oaks** ("Project")

Parcel Map/TPM/TM No.: TM 4736-1

Assessor's Parcel No(s): 127-570-01 thru 14, 127-571-01 thru 9, 127-572-01 thru 28, 127-573-01 thru 47, 127-580-01 thru 24, 127-581-01 thru 28 and 127-582-01 thru 17

WHEREAS, the Project will require a water and/or sewer system to provide service to the lands referenced above; and

WHEREAS, Developer is desirous of having the District provide water and/or sewer service to the Project and is willing to develop and convey/dedicate to the District the water and/or sewer systems ("Facilities") after the construction thereof; and contingent upon the District's acceptance of such conveyance and to provide water and/or sewer service to said lands on the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer will comply with the District's rules, regulations and Administrative Code, as amended from time to time. The provisions of said regulations are incorporated herein by reference.
2. Promptly following execution of this Agreement, Developer shall deposit with the District an amount sufficient to cover the District's estimated costs for engineering, permits, inspection, and system connection fees. If at any time District notifies Developer that additional amounts are required, Developer shall promptly deposit additional funds. Upon

- acceptance of the improvements by District, District shall refund any remaining amounts to Developer.
3. Developer shall contract for the design to be prepared by a licensed engineer in the State of California experienced in the design of similar systems and shall obtain District's written approval of said engineer prior to commencement of design work.
 4. The plans and specifications have been prepared by Transtech Engineers, Inc. and Latitude 33, and are identified as plans for improvement of Bonsall Oaks (fka The Polo Club Water and Sewer Improvement Plans), which the District reviewed and approved Plans for Phase 1A-1 on October 10, 2020, (the "Approved Plans"). The District is still in the process of reviewing Bonsall Oaks plans and will issue amendment(s) accordingly for the remaining plan approvals. Developer shall construct the Facilities pursuant to the Approved Plans that shall comply with the District's standards. The Approved Plans and any subsequent District approved amendments or revisions are incorporated herein in their entirety. The cover page(s) of the Approved Plans are attached as **Exhibit "A"**.
 - A. This Construction Agreement pertains to Phase 1A-1 of the project. Phase 1A-1 includes the construction of a Winery, Tasting Room, and a Bed and Breakfast. The construction of these facilities is located off of Oak Bridge Drive (Private Street) and fall within APNs 127-571-03, 127-570-02 thru 06. Additionally, a pressure reducing station, 803 linear feet of 12-inch high pressure steel water line, 666 linear feet of 8-inch PVC water line and 1,290 linear feet of 8-inch public sewer line will be installed as part of this project.
 5. Developer acknowledges that California law includes certain requirements applicable to public works contracts, including requirements to pay prevailing wages.
 - A. The definition of "public work" includes work performed under the direction and supervision of the District. The parties acknowledge and agree that Developer is fully responsible for directing and supervising design and construction of the system described in this Agreement, and that the District's role is limited to review, inspection and approval of said design and construction, and does not constitute direction or supervision of the work.
 - B. The definition of "public work" also includes work that is paid for in whole or in part out of public funds. If any portion of the Project is paid for in whole or in part out of public funds, Developer agrees to comply with, and require its contractors and subcontractors to comply with, the requirements set forth in Appendix 1 to this Agreement. To the maximum extent permitted by law, Developer shall defend, indemnify, and hold the District and each of its officials, officers, directors, employees, agents, and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of Developer, its contractors or subcontractors to comply with said requirements.
 6. Developer will prequalify licensed and qualified contractors to submit bids to construct the system and shall obtain District's written approval of the list of prequalified firms. Each prequalified contractor shall be currently licensed by the State of California with a General Engineering Contractor, "A" license, and shall be experienced in the construction of domestic water supply systems and sewer systems. Developer shall notify District

regarding the selected contractor prior to execution of a contract with such firm.

7. The entire cost of the construction of such water and/or sewer systems shall be paid by Developer. Such construction shall be inspected by District personnel for conformance with the approved plans and specifications. District, without liability to District, District's engineer and their consultants, and each of their directors, officers, employees, and agents, may require such changes, alterations, or additions to the plans and specifications which do not exceed ten percent (10%) of the original District estimated cost of the work as may be determined necessary or desirable by District in its sole discretion, including those necessary due to errors or omissions in the approved plans or specifications. Changes, alterations, or additions without said 10% limitation may be made for unforeseen conditions such as rock excavation, unstable soil conditions, or high-water tables requiring dewatering. No changes, alterations or additions shall relieve any of Developer's security obligations given for the faithful performance of this Agreement.

Construction shall not begin until evidence of insurance and bonds are provided in accordance with Paragraphs 11 and 12 and Developer, or other authorized party, completes a "Certification of Streets to Final Grade" for the streets in which water and/or sewer pipelines are to be constructed. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the contractor with safety requirements. Developer shall coordinate with District in setting the schedule for construction and establishing hold points for inspection by District. Inspection or final acceptance shall not constitute a waiver by the District of any claims against Developer and/or contractor for any defects in the work performed hereunder.

Developer's relationship to the District shall be that of an independent contractor in performing all services hereunder. The parties agree that no services, act, commission or omission of Developer or its employees, agents or subcontractors pursuant to this Agreement shall be construed to make Developer or its employees, agents or subcontractors the agent, employee or servant of the District. Developer shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. Developer represents and warrants that Developer customarily engages in the independently established trade and business of the same nature as the work to be performed under this Agreement.

8. To the maximum extent permitted by law, Developer shall defend, indemnify and hold the District, its agents, directors, officers, and employees and each of them free and harmless from any liability from claims, demands, suits, loss, damage, costs and expenses including reasonable attorneys' fees and costs, and injury to persons or property including wrongful death, in any manner arising out of, related to or incident to, in whole or in part, any action or omission of Developer or its contractors or subcontractors, including any officers, employees or agents of the Developer or its contractors or subcontractors, in connection with the performance of this Agreement, the construction of the water and/or sewer system contemplated by this Agreement and any assertions that the materials, equipment or services, or the use thereof in the water and/or sewer system, infringes any patent, copyright or proprietary right of any third-party or violates any governmental law or regulation. All officers, agents, employees and subcontractors, and their agents, who are employed, contracted or otherwise utilized by Developer or its contractors or subcontractors to

perform construction of the water and/or sewer system described herein shall be deemed officers, agents and employees of Developer or its contractors or subcontractors. The foregoing indemnity hold harmless and defense obligation shall apply except to the extent the loss, damage or injury is caused by the sole negligence or willful misconduct of an indemnified party. This indemnification hold harmless and defense obligation of Developer shall survive the termination or expiration of this Agreement.

9. Developer shall guarantee the completion of construction of Phase 1A-1 within **12 months** from the time material is delivered to the jobsite. Phase 1A-1 includes the construction of a Winery, Tasting Room, and a Bed and Breakfast. The construction of these facilities is located off of Oak Bridge Drive (Private Street) and fall within APNs 127-571-03, 127-570-02 thru 06. Additionally, a pressure reducing station, 803 linear feet of 12-inch high pressure steel water line, 666 linear feet of 8-inch PVC water line and 1,290 linear feet of 8-inch public sewer line will be installed as part of this project.
10. Developer agrees to pay all costs incurred by the District as may be necessary to complete construction, including administrative costs, as well as costs of any insurance purchased by District if Developer's contractor fails to comply with the requirements of Paragraph 11.
11. Developer shall require its construction contractor(s) to procure and maintain, for the duration of the construction period and at least one year from the date of the filing of the "Notice of Completion," insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
 - A. Coverage shall be at least as broad as:
 - (i) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001).
 - (ii) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1, "any auto" and endorsement CA 0025.
 - (iii) Workers' Compensation insurance as required by the California Labor Code sections 1861 and 3700 *et seq.* and Employers Liability Insurance.
 - (iv) Contractor's Pollution Liability
 - B. Limits of Insurance shall be:
 - (i) General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (iii) Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per

accident.

- (iv) Contractor's Pollution Legal Liability with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.

C. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. The contractor's insurance policies shall contain or be endorsed to comply with the following provisions:

- (i) General Liability, Automobile Liability Coverages and Pollution Legal Liability:

- (1) The District, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

- (2) The contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.

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

- (ii) Workers' Compensation and Employers Liability Coverage:

- (1) The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses arising from work performed by the contractor.

- (iii) All Coverages:

- (1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested,

has been given to the District.

- E. Developer shall require the contractor to furnish the District with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District. Where by statute, the District's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - F. The contractor's insurance shall include all subcontractors as insureds under its policies or it shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
12. Developer shall provide the District with bonds in form acceptable to District, as follows:
- A. A performance bond with corporate surety or sureties satisfactory to the District's said performance bond being for not less than one hundred percent (100%) of the total price under the construction contract referenced in Paragraph 13(e).
 - B. A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 13(e). Said bond shall be conform to requirements applicable to private works projects.
 - C. A bond in a form satisfactory to District to guarantee the performance of the installed domestic water and/or system against failures of any type for one (1) year from the date of the filing of the "Notice of Completion."
13. The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements and prior to the acceptance of the system by the District. As a condition to such acceptance, Developer shall furnish to the District any and all requested documents including but not limited to, the following:
- A. Easement Deed or Grant Deed to any rights-of-way or other real property interests necessary for roads, ingress and egress, and for maintenance and operation of the domestic water and/or sewer system;
 - B. An unconditional waiver and release on final payment under Civil Code section 8138 from the Developer's contractor(s) and each subcontractor that provided labor, service, equipment or material for the system that is the subject of this Agreement.;
 - C. A Notice of Completion under Civil Code sections 8180 et seq., covering the system, executed by the Developer, in form suitable for recordation by the District within 15 days after the District's acceptance of the system;
 - D. A copy of the contract between Developer and Developer's contractor or other documents which verify the actual cost of the domestic system as installed, and an assignment of Developer's rights against the contractor with respect to any defects

in the system improvements and appurtenances.

14. The District will not commence water and/or sewer service until the completed system passes final inspection by the District, and Developer has fully complied with its obligations under this Agreement required to be performed prior to acceptance, including delivery of documents required by Paragraph 13. Upon completion of the Facilities required by this Agreement to the satisfaction of the District, the Facilities which have been constructed shall be presented to the Board of Directors of the District for dedication and the filing of a Notice of Completion. The District shall have no obligation to accept the Facilities or file a Notice of Completion if the design and/or construction of the work is not satisfactory to the District in its sole discretion. Upon recordation of a Notice of Completion, all right, title, ownership and interest in the Facilities shall be deemed to have been transferred to the District.
15. Following fulfillment of the terms and conditions herein and acceptance by the District of said system, the District will provide service to said lands in accordance with the District's Rules and Regulations governing the provisions of such service.
16. Subject to that certain fully executed Sewer Service Agreement by and between Rainbow Municipal Water District and Bonsall Oaks, LLC dated "**to be determined**", (the "Sewer Service Agreement") the cover page of which will be attached when executed, this Agreement comprises the entire integrated understanding between the parties concerning the matters addressed herein 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.
17. The interpretation, validity and enforcement (including, without limitation, provisions concerning limitation of actions) of this Agreement shall be governed by and construed under the laws of the State of California, notwithstanding any conflict-of-laws doctrines or rule requiring construction against the draftsman. This Agreement does not limit any other rights or remedies available to the District. Should any provision herein be found or deemed 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. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
19. 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 Developer 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 Developer 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 purposes of any legal action or proceeding to enforce this Agreement whether on grounds of inconvenient forum or otherwise. Developer agrees to include this provision, modified as appropriate, in its contracts for performance of the work described in this Agreement.

20. Notices shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email followed by a hard copy, to the addresses specified below (or to such other address as may from time to time be specified in writing by such Person):

To District:

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

With a Copy to:

**Nossaman, LLP
Alfred E. Smith II, General Counsel
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017**

To Developer:

Company Name:

Bonsall Oaks, LLC

**Representative
Name:**

David Pallinger

Address:

**29251 Vista Valley Dr
Vista, CA 92084**

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other delivery service. Notwithstanding the foregoing, notices received after 5:00 p.m. shall be deemed received on the first business day following delivery. Each party may update its address for receipt of notices under this Agreement by providing a written change of address notification to the other parties.

21. Each party represents that the individual executing this Agreement on its behalf has the right, power, legal capacity and authority to enter into and execute this Agreement on behalf of such party.
22. 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 or any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. A signature on a copy of this Agreement received by either party by facsimile transmission or electronic signature is binding upon the other party as an original.
23. In the event of a dispute arising under the terms of this Agreement, it is agreed that the prevailing party may be awarded reasonable attorneys' fees and actual costs. Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through mediation

or other form of non-binding alternative dispute resolution mutually acceptable to the parties. Either party may initiate informal dispute resolution by written demand on the other. No lawsuit or other remedy may be pursued until at least one informal meeting session has occurred or until the passage of thirty (30) calendar days from the date of mailing of the demand for dispute resolution, whichever occurs first.

24. This Agreement is binding on the assigns of the District and on the assigns, successors and representatives of Developer.

RAINBOW MUNICIPAL WATER DISTRICT:

By _____

Name: Tom Kennedy

Title: General Manager

[DEVELOPER NAME]:

By _____

Name: David Pallinger

Title: _____

APPROVED AS TO FORM

By: _____

Name: Alfred E. Smith, II

Title: District's General Counsel

APPENDIX 1

LABOR CODE REQUIREMENTS

The following provisions are incorporated into this Agreement to the extent required by applicable law.

A. Worker's Compensation

Developer shall comply with 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.

B. Prevailing Wages

Pursuant to the provisions of Section 1773 of the State Labor Code, the District has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.1 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, worker protection and assistance programs or committees established under the Federal Labor Management Cooperation Act of 1978, industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue and other similar purposes applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned; provided that if the prevailing wage rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the California Government Code. Copies of the prevailing rates of wages are on file at the District's offices, and will be furnished to Developer and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, Developer may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for design-build work.

If the Division of Labor Standards Enforcement determines that employees of any contractor or subcontractor were not paid the general prevailing rate of per diem wages as required by law, Developer shall withhold an amount of moneys due to its contractor sufficient to pay those employees the general prevailing wage rate of per diem wages if requested by the Division of Labor Standards Enforcement. Developer shall pay any money retained from and owed such contractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. Pursuant to Section 1773.2 of the Labor Code, Developer shall post prevailing wage rates at a prominent place at the Site.

C. Hours of Work

Eight hours labor constitutes a legal day's work.

D. Apprenticeship

Developer shall comply with the provisions of Labor Code Sections 1777.5 and 1777.6, and Title 8, Code of Regulations, Sections 200 et seq., relating to apprentice employment and training. Developer shall assume full responsibility for compliance with said sections with respect to all apprenticeable occupations on the Project. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, Developer should, where some question exists, contact the Division of Apprenticeship Standards, Los Angeles Office, 320 West 4th Street, Suite 830, Los Angeles,

CA 90013, prior to commencement of the Work.

E. Specific Labor Code Provisions

Developer's attention is directed to the following requirements of the Labor Code. A copy of each such Code section (except 1810, 1811 and 1812) shall be included in each contract for work described in this Agreement that is subject to prevailing wage requirements under applicable law:

Labor Code Section 1725.5

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars (\$300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

Labor Code Section 1771

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable to contracts let for maintenance work.

Labor Code Section 1775

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works

project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Labor Code Section 1776

1776. (a) Each contractor and subcontractor 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's

name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Regulations implementing Labor Code Section 1776 are located in Sections 16000, 16400, 16401, 16402, 16403, and 16500 of Title 8, California Code of Regulations.

Labor Code Section 1777.5

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work

of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this Section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor,

before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this Section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this Section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices.

The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this Section for all apprenticeable occupations with the prime contractor.

(o) This Section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

All decisions of an apprenticeship program under this Section are subject to Section 3081.

Labor Code Section 1810

1810. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

Labor Code Section 1811

1811. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

Labor Code Section 1812

1812. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

Labor Code Section 1813

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Labor Code Section 1815

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Labor Nondiscrimination

Developer's attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

Developer's attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

Nondiscrimination Clause

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Developer and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. Developer shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

EXHIBIT C



RAINBOW MUNICIPAL WATER DISTRICT
3707 OLD HIGHWAY 395, FALLBROOK, CALIFORNIA 92028
TELEPHONE (760) 728-1178 FAX (760) 728-2575

SEWER SERVICE AGREEMENT BY AND BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND BONSALL OAKS, LLC

PROJECT: BONSALL OAKS, TM 4736-1 / FINAL MAP 13856
RMWD PROJECT NO. 700014
CONTRACT NO. 21-_____

This sewer service agreement (“Agreement”) is made on this _____ day of _____, 2021, (“Commencement Date”) by and between **Rainbow Municipal Water District** (“District”), a municipal water district organized under the Municipal Water District Law of 1911, and **Bonsall Oaks, LLC** (“Developer”). Each of District and Developer are interchangeably referred to as a “Party” to the Agreement herein, and are collectively referred to as the “Parties”.

RECITALS

A. Developer is the legal owner of real property located in Bonsall, in San Diego County, State of California, which real property lies within the jurisdictional service area of the District, identified as Assessor’s Parcel Numbers: **127-570-01 thru 14, 127-571-01 thru 9, 127-572-01 thru 28, 127-573-01 thru 47, 127-580-01 thru 24, 127-581-01 thru 28 and 127-582-01 thru 17** (the “Real Property”), more particularly described as San Diego County TM 4736-1 (Final Map 13856) and depicted in **Attachment 1** to this Agreement.

B. District and Developer entered into an Agreement Consenting to Sewer Connection Fee Charges and the Reimbursement of Charges in Excess of Actual Project Costs (“Sewer Connection Fee Agreement”) dated January 12, 1999, and attached hereto as **Attachment 2**. Said Agreement concerns the securing of sewer connection rights from the District for development of the then current parcels of the Real Property and the basis for the Developer’s sewer permit and connection fees.

C. In consideration of the Agreement identified in B., above, and in conjunction with the development plans for the Real Property, on or about January 12, 1999, Developer paid the District the amount of \$1,098,240 (letter of credit/assigned to lien holder/joint use agreement) for a Commitment Letter and Sewer Connection Permits. Said amount represented connection rights for 165 Equivalent Dwelling Units (EDUs) at the then calculated cost of \$6,656 per EDU.

D. Final Map 13856 was approved by the San Diego County Board of Supervisors on September 22, 1999. The planned development consists of 165 residential lots and 165 dwelling units, 2 open space lots and a total of 449.54 acres.

E. Subsequent to the above, District and Developer entered into an amended agreement known as the Amendment to Agreement Consenting to Sewer Connection Fee Charges and the Reimbursement of Charges in Excess of Actual Project Costs (“Amended Agreement”) dated December 5, 2003 and attached hereto as **Attachment 3**. Said Amended Agreement set Terms and Conditions for Developer EDU allocation, payment of capacity charges and monthly service charges, and the irrevocable surrender of 9 EDUs of its allocation. The Amendment expired on January 1, 2008. The project was placed on hold by the Developer.

F. Developer submitted to the District a Sewer Permit Application dated March 28, 2014, a true and correct copy of which is attached as **Attachment 4**. Said Application seeks to confirm that Developer previously paid \$1,038,336 (net amount of payment received in C., above, minus the value of the irrevocable surrender of 9 EDU’s in D., above), which was the value of 59.85 EDU’s. The Application expired on March 28, 2016.

G. On March 1, 2016, prior to expiration of the above referenced Sewer Permit Application, Developer submitted to the District a new Sewer Permit Application, a true and correct copy of which is attached as **Attachment 5**. Said Application seeks to confirm the same information as the previous Application: that Developer previously paid \$1,038,336 (net amount of payment received in C., above, minus the value of the irrevocable surrender of 9 EDU’s in D., above), which was the value of 59.85 EDU’s at the time of the Permit Application. The Application expired on March 28, 2017.

H. District and Developer desire to consolidate, update and memorialize past agreements, applications, and commitments for sewer capacity for the Project through execution of this Sewer Service Agreement. As required by the District’s Administrative Code, Section 9.05.080.5

I. District acknowledges that it currently has sufficient capacity to serve the Bonsall Oaks (fka Polo Club), TM 4736-1, and that it is in the best interest of the District for this development to occur.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the District and the Developer agree as follows:

AGREEMENT

1. Warranties. The foregoing recitals are true and correct. The undersigned, for themselves and the Party on whose behalf they execute this Agreement, warrant and represent that they have full power and authority to bind said Party to the obligations and benefits set forth in this Agreement.
2. Credit of Sewer Capacity Fees. District hereby acknowledges \$1,038,336 previously paid for sewer capacity in connection with Bonsall Oaks (fka Polo Club) and credits Developer with same. In accordance with District Administrative Code sections 9.05.080.4.3 and 9.05.080.4.4, this service commitment and Agreement will expire and amounts previously paid will not be credited if sewer connection fees are not brought current by the expiration date. The fees paid in exchange for the number of EDUs and sewer capacity allocated to Developer are non-refundable, per the District’s policy, pursuant to District Administrative Code section 9.05.080.4.4.

3. Capacity Fees. In accordance with District Administrative Code sections 9.05.080.4., Developer shall pay to the District a fee in the amount of 50% of the connection fees required to serve the entire project in order to ensure sewer capacity is available. The amount due upon approval of this Sewer Service Agreement shall be 50% of the total connection fees due at current rates minus the \$1,038,366 previously paid and credited to Developer. The remaining connection fees shall be paid prior to issuance of building permits. The number of EDUs/sewer capacity ultimately paid for by the fees on hand (\$1,038,336) depends on the capacity/connection fees in effect at the time sewer connection permits are issued.
 - a. The Developer shall provide the District record details for each planning phase units and square footage to in order to calculate the total number of EDUs and sewer capacity fees required to serve the entire project. The District will issue amendment(s) accordingly when the calculations are completed.
 - b. This Sewer Service Agreement pertains to Phase 1A-1 of the project. Phase 1A-1 includes the construction of a Winery, Tasting Room, and a Bed and Breakfast. The construction of these facilities is located off of Oak Bridge Drive (Private Street) and fall within APNs 127-571-03, 127-570-02 thru 06. Additionally, a pressure reducing station, 803 linear feet of 12-inch high pressure steel water line, 666 linear feet of 8-inch PVC water line and 1,290 linear feet of 8-inch public sewer line will be installed as part of this project.
4. **Term. As provided by District Administrative Code section 9.05.080.4.3, this (service commitment) Agreement shall become effective on the date of mutual execution by the Parties, and shall terminate five years from that date. The service commitment may be renewed for one additional five-year term upon application and payment to the District of a fee equal to the difference between fees previously paid and the current fee rates in effect at the time of renewal.**
5. Developer's Obligations.
 - a. Permittee agrees to hold District harmless from any and all claims, demands, actions, damages, costs, expenses, compensation, causes of action and rights, in law or in equity, in the nature of an administrative procedure or otherwise (known, unknown, contingent, accrued, inchoate, or otherwise) that Permittee may have against the District, related to, arising from and/or pertaining in any way to the payments made to the District for sewer service fees for the Polo Club development project.
 - b. Permittee further agrees to pay the District the full amount of sewer capacity fees required by the District to serve the Polo Club, at the then current rates in effect at the time building permits are issued by the County of San Diego and prior to connecting to the sewer system, unless the District seeks payment after this Agreement expires but before permits are issued as provided herein.
6. Subject to Approval. This Agreement is subject to the approval of the District Board of Directors, and District shall not be bound to any terms of this Agreement absent such approval.
7. Non-Assignment. This Agreement shall not be assigned or transferred, nor shall any of the Developer's rights hereunder be delegated or subcontracted. Any attempt to assign or delegate this Agreement shall render this Agreement void and of no force or effect.

for any action brought to enforce or declare its terms shall be brought in the appropriate state or federal court in or nearest to the North County Judicial District for the County of San Diego.

12. Severability. Should any provisions herein be found or deemed invalid or in contravention of California law, such provision shall be deemed not a part of this Agreement. All other provisions of this Agreement shall remain valid and enforceable and shall remain in full force and effect.
13. Modification. This Agreement may only be modified by written agreement signed by the Parties.
14. No Third Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon the Parties. This Agreement is not intended to and shall not be for the benefit of third parties who are not expressly included herein.
15. Attorneys' Fees and Costs. In the event any legal action or proceeding to interpret or enforce the terms of, or obligations arising from, this Agreement – including mediation or arbitration – or to recover damages for breach of this Agreement, the Party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing Party.
16. Further Assurances. The Parties hereby covenant and agree that the Parties will execute such other and further documents and instruments as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
17. Headings. The headings contained in this Agreement have been inserted for convenience only and in no way define or limit the scope or interpretation of this Agreement.
18. Entire Agreement. This Agreement, together with all attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are superseded.
19. Attachments. All attachments referred to herein are hereby incorporated by reference into this Agreement as though fully set forth in the body of this Agreement.
20. Waiver. No covenant, term or condition, or the breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by District of any performance by Developer after such time that the performance is due shall not be deemed a waiver of any preceding breach by Developer other than the failure of performance expressly accepted, regardless of the District's knowledge of such preceding breach at the time of acceptance. No delay or omission by either Party in exercising any relief or power accruing upon non-compliance or failure of performance by the other Party shall impair or be construed as a waiver thereof, unless an intention to waive is expressly set forth in a writing signed by the waiving Party.
21. Warranties. District and Developer covenant and represent that each respective Party has the full authority to execute, deliver, and perform this Agreement, and that each Party has fully

complied with all requirements imposed by law as necessary for the Party to create a lawful and binding Agreement for the term of this Agreement. Each individual signing this Agreement for the District represents and warrants that he or she has the full power and authority, and legal right, to execute this Agreement on behalf of the District, and that the District has taken all necessary actions to authorize the individual signing on behalf of the District's behalf to do. Each individual signing this Agreement on behalf of Developer represents and warrants that he or she has the full power and authority, and the legal right, to execute this Agreement on behalf of Developer, and that Developer has taken all necessary actions to authorize the individual signing on Developer's behalf to do so.

22. Force Majeure. If either Party, except as otherwise herein specifically provided, shall be delayed or prevented from performing any act required hereunder, by reason of strikes, lock-outs, labor problems, inability to procure materials, fire, unusual weather conditions, failure of power or other utilities, applicable governmental laws or regulations (other than those reasonably foreseeable in connection with the uses contemplated by this Agreement), riots, insurrection, war or other reason of a like nature, not the fault of the Party so delayed, then performance of such act shall be excused for the period necessary to accommodate such delay.
23. Understanding. Each Party hereto acknowledges that the Party has reviewed this Agreement and has had an opportunity to consult legal counsel, and that the normal rule of construction that ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any subsequent amendments hereto.
24. Counterparts. This Agreement may be executed in counterparts, which, taken together, shall be construed as a single, complete Agreement.

IN WITNESS WHEREOF, the Parties, for themselves, do hereby agree to the full performance of the covenants herein and have caused this Agreement to be executed on the date first set forth above.

RAINBOW MUNICIPAL WATER
DISTRICT

BONSALL OAKS, LLC DEVELOPER

Name: Tom Kennedy

Name: David Pallinger

Title: General Manager

Title: Attorney-In-Fact

DISTRICT'S GENERAL COUNSEL

DEVELOPER'S COUNSEL

Name: Alfred E. Smith, II of Nossaman LLP

Name: _____

Title: General Counsel

Title: General Counsel

PLANS FOR THE IMPROVEMENT OF THE POLO CLUB T.M. NO. 4736 RPL4

WORK TO BE DONE:

THE GRADING AND IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE FOLLOWING DOCUMENTS, CURRENT AS OF THE TIME OF CONSTRUCTION, AS DIRECTED BY THE DIRECTOR OF PUBLIC WORKS.

- 1. SAN DIEGO COUNTY DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS AND 2018 SUPPLEMENT TO THE GREENBOOK.
2. SAN DIEGO COUNTY REGIONAL STANDARD DRAWINGS 2018 EDITION.
3. RAINBOW MUNICIPAL WATER DISTRICT (RMWD) STANDARD SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION OF WATER AND SEWER FACILITIES.
4. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION, "GREEN BOOK".
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION, LATEST EDITION, STANDARD SPECIFICATIONS.
6. COUNTY OF SAN DIEGO STREET LIGHTING SPECIFICATION (JANUARY 2020).

LEGEND:

Table with columns: DESCRIPTION, DRAWING NO., SYMBOL. Lists various construction items like SUBDIVISION BOUNDARY, LOT LINE, EASEMENT LINE, A.C. PAVING OF STREETS, etc.

transtech ENGINEERS • PLANNERS MUNICIPAL CONSULTANTS 624 Brea Canyon Road, Walnut, CA 91789 (909) 595-8599 Fax: (909) 595-8863

SHEET CONTENTS:

- SHEET 1 SHEETS 2 & 3 SHEETS 4 & 5 SHEET 6 SHEET 7 SHEETS 8 THRU 15 SHEETS 16 THRU 17
TITLE SHEET NOTES & DETAILS KEY MAP SEWER & WATER LATERAL TABLES DETAILS IMPROVEMENT PLANS STRIPPING PLANS

VICINITY MAP NO SCALE THOMAS BROS. PAGE 1068, C6

EARTHWORK QUANTITY ESTIMATE:

CUT: 33,590 CUBIC YARDS
FILL: 35,605 CUBIC YARDS
IMPORT: 2,225 CUBIC YARDS
QUANTITIES SHOWN ARE FOR ESTIMATING PURPOSES ONLY, AND ARE NOT TO BE USED FOR PAY QUANTITIES.

EARTHWORK IMPORT/EXPORT NOTES:

PRIOR TO BEGINNING OF GRADING, SUBMIT A TRAFFIC CONTROL PLAN AND HAUL ROUTE PLAN TO TRAFFIC DIVISION, DEPARTMENT OF PUBLIC WORKS (DPW) FOR APPROVAL INCLUDING:

- 1. SPECIFIC TRUCK TRAVEL ROUTES.
2. ANTICIPATED LENGTH OF GRADING PERIOD INVOLVING THE NEED FOR TRUCK IMPORTS OF SOIL.
3. TIME OF OPERATIONS.
4. EXISTING CONDITIONS OF THE IMPACTED ROAD AREAS - INCLUDING TRAFFIC AND ROAD CONDITIONS.
5. TRAFFIC SAFETY INCLUDING SAFETY TO RESIDENTS ON FOOT, ON BICYCLE AND IN VEHICLES AND POSSIBLE MITIGATION FOR AVOIDANCE OF SIGNIFICANT PEAK HOUR TRAFFIC AT CERTAIN INTERCHANGES.
6. INTERCHANGE GEOMETRY TO DETERMINE IF IT WILL ALLOW SAFE USE BY THE TRUCKS.

Table with columns: FIRE PROTECTION DISTRICT, APPROVED BY, DATE. Includes VISTA FIRE PROTECTION DISTRICT and NORTH COUNTY FIRE PROTECTION DISTRICT.

ATTENTION All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation. FOR UNDERGROUND SERVICE ALERT CALL: 1-800-422-4133

Rainbow Municipal Water District 3707 S. Highway 395 • Fallbrook, Ca • 92028 Water & Sewer Agency

COUNTY OF SAN DIEGO PDS ENVIRONMENTAL REVIEW Approved for compliance with the environmental review and in substantial conformance with Tentative Map No. 4736 RPL4 and P92-019W.

APPROVED BY: DON KRAFT DATE: 8/29/20

Rainbow Municipal Water District APPROVED CHANGES

COUNTY APPROVED CHANGES

APPROVED BY: DON KRAFT DATE: 8/29/20

NOTE:

PRIOR TO THE ISSUANCE OF ANY PERMIT INCLUDING GRADING PERMIT AND CONSTRUCTION PERMIT FOR IMPROVEMENT PLAN TM 4736-4, A CONDITIONAL USE L-2753 PERMIT SHALL BE PROCESSED AND APPROVED (FOR THE R/W DEDICATION ON SHEET 8 OF 56 OF TM 4736-4 WITHIN THE EXISTING OPEN SPACE EASEMENT AS SHOWN OF APN 170-272-02) TO THE SATISFACTION OF THE DEPARTMENT OF PLANNING AND LAND USE.

PRIVATE STREET CERTIFICATION:

I CERTIFY THAT THE PRIVATE ROAD IMPROVEMENTS AS SHOWN ON THIS PLAN SATISFIES THE REQUIREMENTS AS STATED IN THE FINAL NOTICE OF APPROVAL FOR T.M. 4736 RPL-4 AND THE STANDARDS FOR PRIVATE STREETS.

DAVID RAGLAND RCE 35985 DATE: 8/20/20 REG. EXP. 6/30/2022

INSPECTION BY: ENGINEER OF WORK COUNTY

SECURITY REQUIRED: YES NO

THE COUNTY IS NOT RESPONSIBLE FOR THE DESIGN IN ANYWAY REVIEWED FOR CLARITY ONLY

BY: WILLIAM P. MORGAN COUNTY ENGINEER DATE: 10/23/20

NOTE: THE STORM DRAIN SYSTEM INCLUDING TO & LIP BMP'S FOR THIS PROJECT SHALL BE PRIVATELY MAINTAINED BY A HOMEOWNERS ASSOCIATION

ENGINEER OF WORK:

TRANSTECH ENGINEERS, INC. 624 BREA CANYON ROAD WALNUT, CA 91789 (909) 595-8599

DECLARATION OF RESPONSIBLE CHARGE:

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH THE CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE COUNTY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

TRANSTECH ENGINEERS, INC. 624 BREA CANYON ROAD WALNUT, CA 91789 (909) 595-8599

BY: DAVID RAGLAND DATE: 8/20/20 RCE NO. 35985 EXP. 06/30/2022

SOURCE OF TOPOGRAPHY:

TOPOGRAPHY SHOWN ON THESE PLANS WAS GENERATED BY AERIAL SURVEY METHODS FROM INFORMATION GATHERED IN JULY 1994 BY McELHANNY GEOSURVEYS, INC. TOPOGRAPHY SHOWN HEREON CONFORMS TO NATIONAL MAP ACCURACY STANDARDS.

SITE ADDRESS:

GOPHER CANYON ROAD, WEST OF INTERSTATE 15, EAST OF EAST VISTA WAY, NORTH OF VISTA VALLEY COUNTRY CLUB.

LEGAL DESCRIPTION:

PORTIONS OF SECTIONS 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 3 WEST, AND PORTIONS OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

OWNER'S CERTIFICATE:

IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS.

IT IS FURTHER AGREED THAT THE OWNER (DEVELOPER) SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE SUCH CHANGES, ALTERATIONS OR ADDITIONS TO THESE PLANS WHICH THE DIRECTOR OF PUBLIC WORKS DETERMINES ARE NECESSARY AND DESIRABLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.

I HEREBY AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING COUNTY RIGHT-OF-WAY WITHIN 60 DAYS AFTER ISSUANCE OF THE CONSTRUCTION PERMIT AND TO PURSUE SUCH WORK ACTIVELY ON EVERY NORMAL WORKING DAY UNTIL COMPLETED, IRRESPECTIVE AND INDEPENDENT OF ANY OTHER WORK ASSOCIATED WITH THIS PROJECT OR UNDER MY CONTROL.

BY: DAVID R. FALLINGER, MANAGER DATE: 8.20.20

OWNER AND PERMITTEE:

BONSALL OAKS II A CALIFORNIA LIMITED LIABILITY COMPANY 29251 VISTA VALLEY DRIVE VISTA, CA 92084

ASSESSOR'S PARCEL NUMBERS

- 127-570-1 THRU 14 127-580-1 THRU 24
127-571-1 THRU 9 127-581-1 THRU 28
127-572-1 THRU 28 127-582-1 THRU 17
127-573-1 THRU 47

NOTE: ALL NEW PUBLIC STORM DRAIN CULVERTS SHALL BE TELEVIEWED PRIOR TO ACCEPTANCE INTO THE COUNTY MAINTAINED SYSTEM.

STORMWATER STRUCTURAL POLLUTANT CONTROL & HYDROMODIFICATION CONTROL BMPs

Table with columns: DESCRIPTION/TYPE, PLAN SHEET, BMP ID#, MAINTENANCE CATEGORY, MAINTENANCE AGREEMENT RECORDED DOC #. Lists BMPs like CATCH BASIN INSERTS, INFILTRATION TRENCH, etc.

BMPs APPROVED AS PART OF THIS STORMWATER QUALITY MANAGEMENT PLAN (SWQMP) DATED SEPTEMBER 21, 2013 OF FILE WITH DPW. ANY CHANGES TO THE ABOVE BMPs WILL REQUIRE SWQMP REVISIONS AND PLAN CHANGE APPROVALS.

PERMITS N.O.I. NUMBER 9-37C328070 LANDSCAPE/IRRIGATION PLAN NO. PDS2013-LP-13-081 MAJOR USE PERMIT NO. P92-019W TENTATIVE MAP NO. TM4736-RPL-4 TRACT MAP NO. 13856

BENCH MARK

DESCRIPTION: SAN DIEGO COUNTY TAG IN ROCK LOCATION: SEE RL53 "GOPHER CYN SOUTH" PG 28 STATION NAME 0053 056 XP6 RECORD FROM: S.D. CO. BASEMAP & SURVEY INFO. SYSTEM ELEVATION: 857.44 FT. DATUM: USGS

PRIVATE CONTRACT SHEET 1 COUNTY OF SAN DIEGO DEPARTMENT OF PUBLIC WORKS 17 SHEETS

IMPROVEMENT PLANS FOR: TM 4736 RPL4 THE POLO CLUB PHASE 1A-1 CALIFORNIA COORDINATE INDEX 394-1707 & 398-1707

Approved: For: WILLIAM P. MORGAN COUNTY ENGINEER ENGINEER OF WORK: DAVID RAGLAND RCE 35985 DATE: 8/20/20 Permit No. PDS1998-2140-4736-1

BY: DATE: 10/23/20 PDS2020-LDPCHE-00926 PDS2020-LDPCHE-01017

UPDATED EARTHWORK QUANTITY AND BMPs INFORMATION 8/11/2020

ENGINEER'S NAME: TRANSTECH ENGINEERS, INC. PHONE NO.: (909) 595-8599

RAINBOW MUNICIPAL WATER DISTRICT

**AGREEMENT CONSENTING TO SEWER CONNECTION FEE CHARGES
AND THE REIMBURSEMENT OF CHARGES IN EXCESS OF ACTUAL PROJECT
COSTS**

This Agreement Consenting to Sewer Connection Fee Charges and the Reimbursement of Charges in Excess of Actual Project Costs, Reimbursement Agreement (Agreement) is made and entered into this 12th day of January, 1999 by and between Rainbow Municipal Water District ("District") and Vista Villas Development, Ltd., a General Partner Gatsder Investment, Inc. and SGM Investment Corporation ("Permittee"), referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Permittee is the legal owner of real property located in Fallbrook, in San Diego County, State of California, which real property lies within the jurisdictional service area of the District, identified as Assessor's Parcel Number(s) 127-141-5 ("the Real Property"), more particularly described in the document attached hereto as Exhibit A and incorporated by reference.

B. In connection with the development plans for the Real Property, on or about January 12, 1999 Permittee paid the District the amount of \$1,098,240 for a Commitment Letter and Sewer Connection Permits.

C. Permittee wishes to proceed with development rights of the Real Property, and in order to do so must have sewer connection rights issued from the District. The District has existing capacity for the issuance of approximately 1127 equivalent dwelling units ("EDU's"), with the potential for approximately 400 additional EDU's becoming available in the event that an on-site treatment facility is reactivated. Potential development within the District's service area includes projects that will cumulatively require capacity in excess of existing capacity. As a result, the District has imposed a temporary stay on the issuance of sewer permits and sewer availability letters.

D. A planned upgrade and expansion of the City of Oceanside San Luis Rey Wastewater Treatment Facility and selected portions of the collection systems of the City of Oceanside and the District ("the Project") is expected to provide an additional 2,000 EDU's of treatment and collection facilities for the District. Said project is expected to be completed by or before December 31, 2001. The District believes that this additional capacity will provide the capacity to serve the current General Plan land uses for its service area.

E. In order to finance the costs of "the Project", District has established a sewer permit and connection fee which has been formulated to adequately fund the Permittee's estimated fair share of the project costs as set forth in Exhibit "B", Statement of Estimated Project Costs ("Statement") and Exhibit "C" ("Board Action"), and an Allocation Plan, Exhibit "D", which Exhibits are attached hereto and incorporated by reference.

F. Permittee has examined, understands, and consents to the Statement of Estimated Project Cost (Exhibit "B"), and the Allocation Plan. Permittee agrees that the project costs and the allocation plan are reasonable, necessary, and constitute the most viable alternative for lifting the temporary stay, and providing the required treatment and collection facilities and the financing thereof.

G. Permittee acknowledges that this agreement is entered into voluntarily and with full knowledge and understanding and with the consent and concurrence of Permittee. In witness hereof, Permittee waives any and all legal right to protest, contest, or otherwise object to the Project, the project cost, and or the establishment of the connection fee.

H. In consideration for the issuance of a Commitment Letter and Sewer Connection Permits for the Real Property, which will allow Permittee to proceed with the development of their property in advance of the completion of "the project", permittee is willing to pay the "sewer connection fee" and the additional amount established by the District to facilitate the financing, upgrade, and expansion of the facilities comprising "the Project".

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the District and the Permittee agree as follows:

AGREEMENT

1. Warranties. The foregoing recitals are true and correct. The undersigned, for themselves and the Party on whose behalf they execute this Agreement, warrant and represent that they have full power and authority to bind said Party to the obligations and benefits set forth in this Agreement.
2. Term. This Agreement shall become effective on the date of mutual execution by the Parties, and shall terminate on the earlier of the date of the 10th anniversary of the completion of "the Project", or on the date that Permittee has been fully reimbursed by the District for the pro rata share per EDU of the amount due following completion of "the Project" and final accounting of the project cost, as set forth in Section 4, below.
3. Allocated EDU's. In order to permit owners of real property within its service area to proceed in advance of the Oceanside Expansion ("the Project"), the District has allocated its existing unused sewer capacity ("Allocated EDU's") to qualified owners and permittees ("Allocation Group") as set forth in the Statement of Estimated Project Costs ("Statement of Estimated Project Costs") of an Allocation Plan ("Allocation Plan") adopted and approved by the District on November 18, 1998 pursuant to Resolution No. 98-24, attached hereto as Exhibit B and D and incorporated by reference.

Permittee EDU Allocation. In accordance with the Allocation Plan, the District has allocated 165 EDU's to Permittee. Pursuant to the Statement of Estimated Project Costs, the connection fees currently being charged by the District per EDU is \$4,737. ("Existing EDU Cost"). In consideration of this Agreement, the Permittee shall purchase 165 EDU's at a cost of \$6,656. per EDU ("Allocated EDU Cost") for a total payment of \$1,098,240. Following the completion of "the Project" and a final accounting of the project costs ("Audited EDU Cost"), the difference between the "Allocated EDU Cost" and the "Audited EDU Cost" shall be reimbursed to the Permittee for each EDU purchased pursuant to the Statement of Estimated Project Costs and this agreement, resulting in an estimated reimbursement amount of \$1,919 per EDU. The actual reimbursement amount per EDU shall be the difference between "Audited EDU Cost" and the "Allocated EDU Cost".

4. Reimbursement Priority. Pursuant to the Statement of Estimated Project Costs and the Allocation Plan, reimbursement payments are to be made to Allocation Group members in turn based upon their order of priority within the Allocation Group (first in first out). The member at the head of a prioritized list shall receive payment in full prior to the initiation of reimbursement payments to other Allocation Group members in their order of priority ("Reimbursement Priority List"). In the event more than one of the Allocation Group members are placed at the same level of priority, reimbursement payments shall be made in proportionate shares to each such Allocation Group member. Permittee holds the _____ position on the Reimbursement Priority List.
5. Reimbursement Payments. Pursuant to the Statement of Estimated Project Costs, after the last of the Allocated EDU's have been issued by the District, any monies that the District receives from property owners and developers for sewer connection rights, permits and/or EDU's, or the proceeds from bond issuance or assessment district formation, if any, shall be appropriately directed towards such reimbursement. The reimbursement payments are to be made on a semi-annual basis, commencing with the first June following completion of "the project" and the final accounting/audit of costs of "the Project". Permittee shall be reimbursed in an amount to be determined in accordance with section 4 of this agreement. The Reimbursement amount is currently estimated to be \$316,635., in accordance with its position (#_____) on the Reimbursement Priority List.
6. Notice. All notices, demands, requests, consents or other communications which this agreement contemplates or authorizes, or requires or permits any Party to give to the other, shall be in writing and shall be personally delivered, sent by registered mail or certified mail, postage pre-paid, return receipt requested, or by facsimile, addressed to the respective parties as follows:

To District: Rainbow Municipal Water District
Attn: General Manager
3707 Old Highway 395
P.O. Box 2500
Fallbrook, California 92088-2500
Telephone: (760) 728-1178
Facsimile: (760) 728-2575

With a Copy to: Robert H. James, General Counsel
Sachse, James, and Lopardo
205 W. Alvarado Street
Fallbrook, California 92028
Telephone: (760) 728-1154
Facsimile: (760) 728-9648

To Permittee: SGM Investment Corporation & Vista Villas Development, LTD
Attention: Susan Mihelich
43019 N. Sierra Hwy.
Lancaster, California 93534

With a Copy to:

Any party may change its address by notice to the others as provided herein. Notices shall be deemed effective when delivered if personally served or if sent by mail. If served or sent by facsimile or telecopier, notices shall be deemed effective on the business day such notices are sent, or if received after 5:00 p.m., then on the next day.

7. Defense Costs on Third Party Challenge. In the event of a third party challenge to the Project, including the financing, design and / or construction thereof by the City of Oceanside and or the Rainbow Municipal Water District, this Agreement, the Allocation Plan, the Waiver of Proposition 218 Notice and Hearing, The Statement of Estimated Project Costs, or the implementation and or administration of any of the foregoing, the District shall pay defense costs as a cost of the Project, and may make calls on Letters of Credit or other security therefore. Notwithstanding the above, litigation regarding rate setting by the Rainbow Municipal Water District is not a Project cost.
8. Assignment. This Agreement, and the reimbursement obligation owing by the District to the Permittee, shall be freely assignable and transferable by Permittee upon written notice to the District, but shall not require the consent of the District. Any such assignment or transfer by Permittee shall not affect Permittee's position on the Reimbursement Priority List.
9. Agreement Controlling. With respect to the District's allocation of EDU's to Permittee and the District's reimbursement obligation to Permittee as described herein, in the event of any conflict or ambiguity between this Agreement, the Reimbursement Priority List, the Allocation Plan or any related approvals or documents, this Agreement shall control as between the Parties.

10. Governing Law/Venue. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California, and appropriate venue for any action brought to enforce or declare its terms shall be brought in the appropriate federal or state court in or nearest to the North County Judicial District, County of San Diego.
11. Severability. Should any provision herein be found or deemed to be invalid or contravenes California law, such provision shall be deemed not a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.
12. Modification. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto or their respective successors-in-interest. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
13. Attorneys' Fees and Costs. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, including mediation or arbitration, or to recover damages for the breach thereof, the Party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by such prevailing Party.
14. Further Assurances. The Parties covenant and agree that they will execute such other and further documents and instruments as or may become necessary or convenient to effectuate and carry out this Agreement.
15. Headings. The headings contained in this Agreement have been inserted for convenience only and in no way define or limit the scope or interpretation of this Agreement.
16. General Understandings. The Parties acknowledge that each Party hereto has reviewed this Agreement and has had an opportunity to consult legal counsel, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
17. Exhibits. Exhibits A through D, inclusive, are incorporated herein by reference.
18. Recordation of Agreement. The Clerk of the District shall cause a copy of this Reimbursement Agreement to be recorded with the Office of the Recorder of San Diego County, California within ten (10) days following the execution of this Reimbursement Agreement.

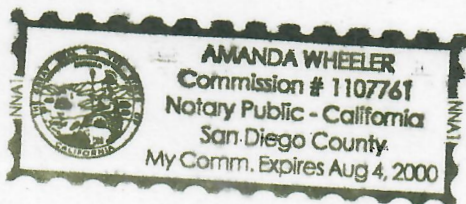
State of California
County of San Diego

On this date, 4/2/99 before me, Amanda Wheeler, Notary Public
personally appeared Eric J. Oltmann, or personally known to me (or proven to
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to within instrument, and acknowledged that he/~~she~~/they executed the same in
his/~~her~~/their capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), on the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Amanda Wheeler
Notary's Signature

SEAL



IN WITNESS WHEREOF, the Parties 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 on the date first set forth above.

DISTRICT: RAINBOW MUNICIPAL WATER DISTRICT, a local Public Agency organized in accordance with the Municipal Water District Law of 1911

By: Eric J. Oltmann
Eric J. Oltmann, General Manager

PERMITTEE: Vista Villas Development, Ltd., a General Partner Gatsder Investment, Inc and SGM Investment Corporation
43019 N. Sierra Hwy.
Lancaster, California 93534

By: Shawky Ghattas
Shawky Ghattas, President

State of California
County of San Diego

On this date, 3-10-99 before me, DAN MIHELICH, personally appeared SHAWKY GHATTAS, or personally known to me (or proven to me on the bases of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by her/her/their signature(s) on the instrument the person(s), on the entity upon behalf of which the person(s) acted, executed the instrument,

WITNESS my hand and official seal.

[Signature]
Notary's Signature


EXPIRES 3-10-2001

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "A"**

DESCRIPTION OF PROPERTY

Property Owner: SGM Investment Corporation & Vista Villas Development, LTI
Shawky Ghattas, President general partner of Gatsder
Investment, Inc.

Owner's Address: 43019 N. Sierra Hwy.
Lancaster, California 93534 43019 N. Sierra Hwy.
Lancaster California 93534

Property Description: Tentative Tract Map No. 4736. Property known as the
"Polo Club" consisting of 165 Single Family Detached Residential Lots 

Location of Property: Gopher Canyon in the Vicinity of Vista Valley Road

APN: 127-141-05 and 17; 127-142-09, 14, 15, 16, 22, and 23;
127-420-68 and 69; 170-180-03 and 04; and 170-190-54
and 56. APN's 170-190-54 and 56 have recently been
changed to 170 192-02 and 03

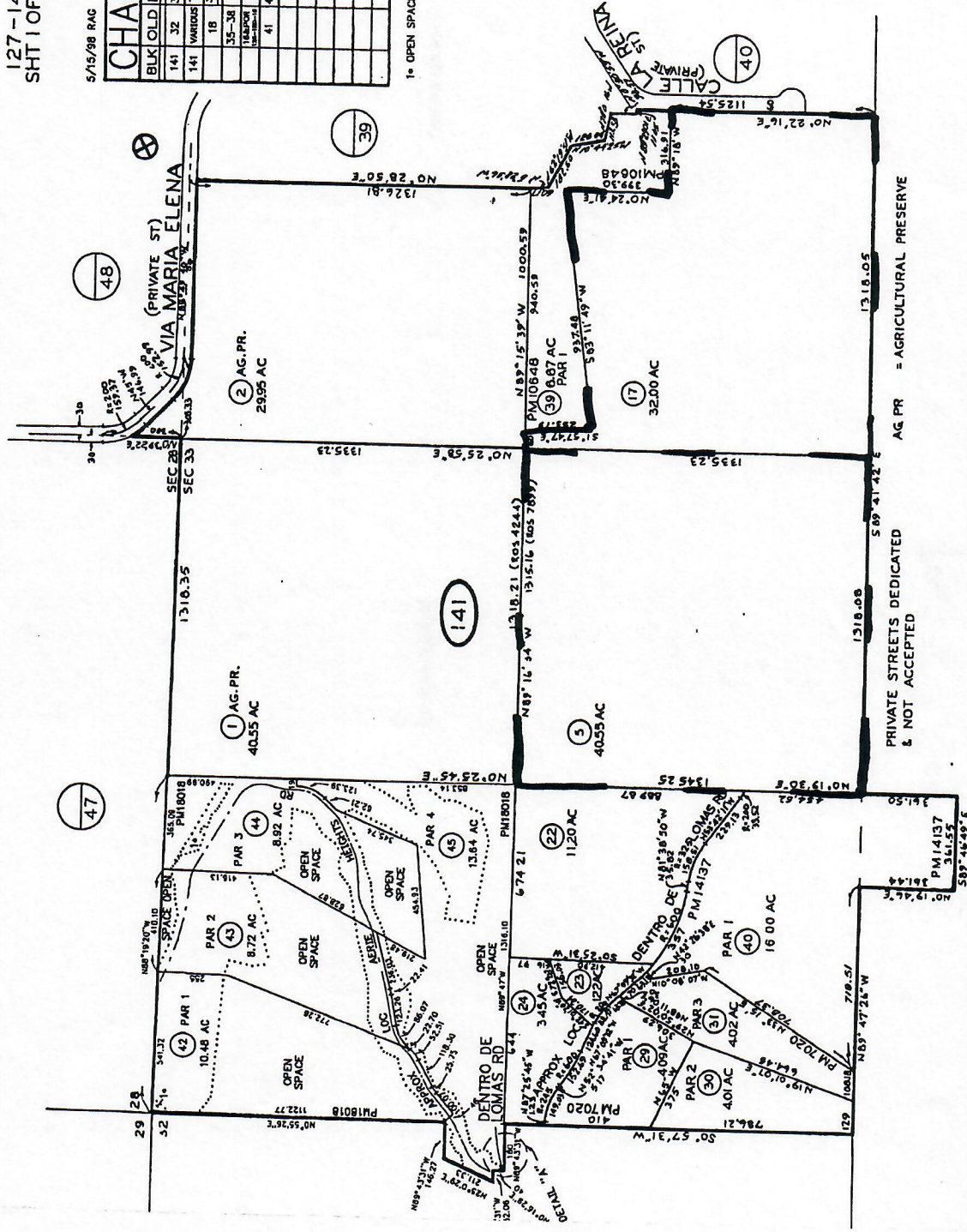
RAINBOW MUNICIPAL WATER DISTRICT EXHIBIT "A"

DESCRIPTION OF PROPERTY

127-14
SHT 1 OF 2
5/15/98 RAG
1" = 400'

CHANGES	
BLK	OLD NEW TR CUT
141	32 35-38 80 2819
141	141 147-151 81 10009
	18 385-39 81 2569
	35-38 40 86 1782
	143-144 41 92 1459
	41 42-43 99 1229

1" OPEN SPACE



SEC 28-T10S-R3W - POR SE 1/4
SEC 33-T10S-R3W - POR
ROS 3074, 4244, 7051, 7899, 13485

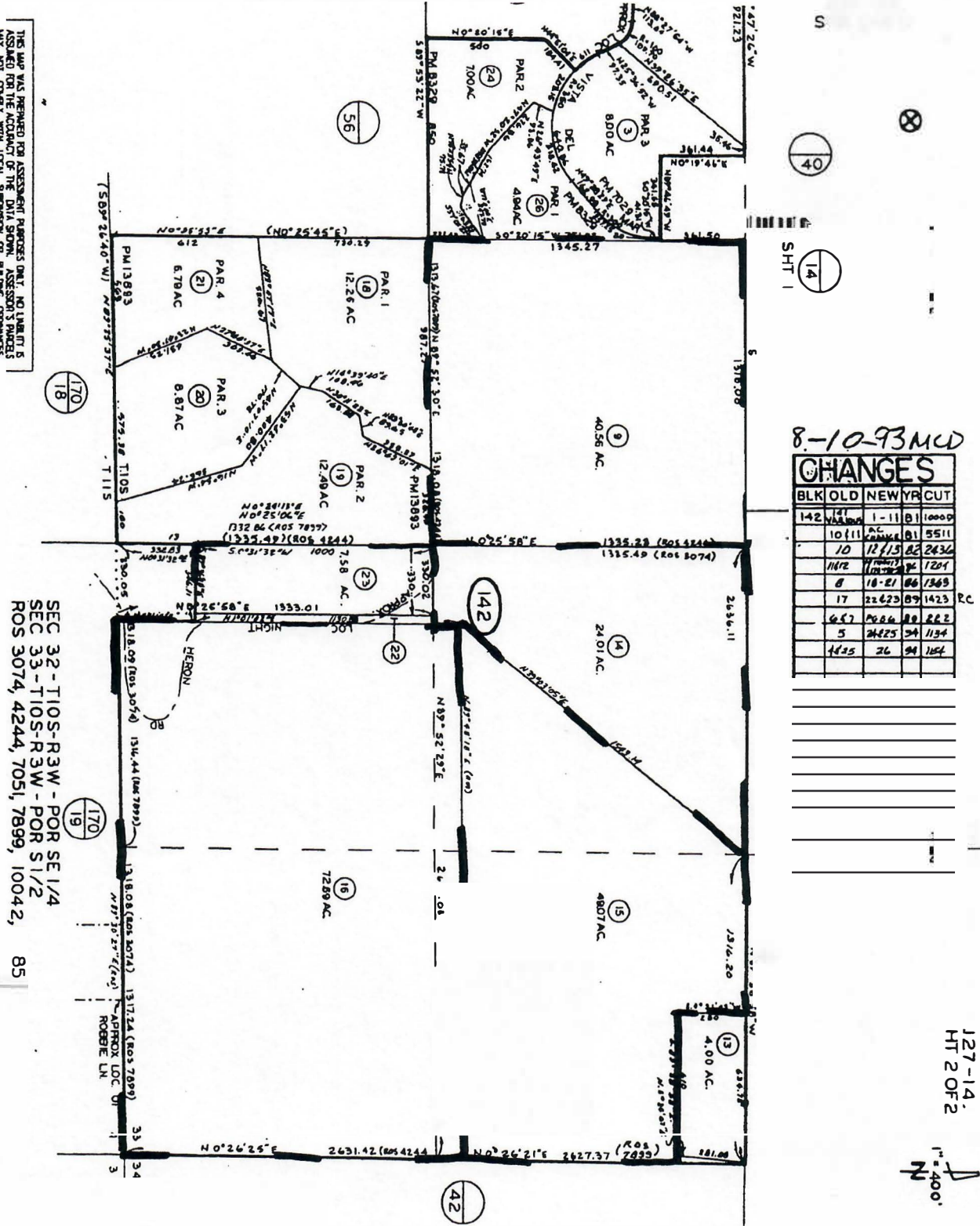
NO MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY AND LIABILITY IS ASSIGNED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BOUNDARY ORDINANCES.

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RAINBOW MUNICIPAL WATER DISTRICT EXHIBIT "A"

DESCRIPTION OF PROPERTY

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSMENT RATES MAY NOT CORRELATE WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SEC 32-T10S-R3W - POR SE 1/4
SEC 33-T10S-R3W - POR S 1/2
ROS 3074, 4244, 7051, 7899, 10042, 85

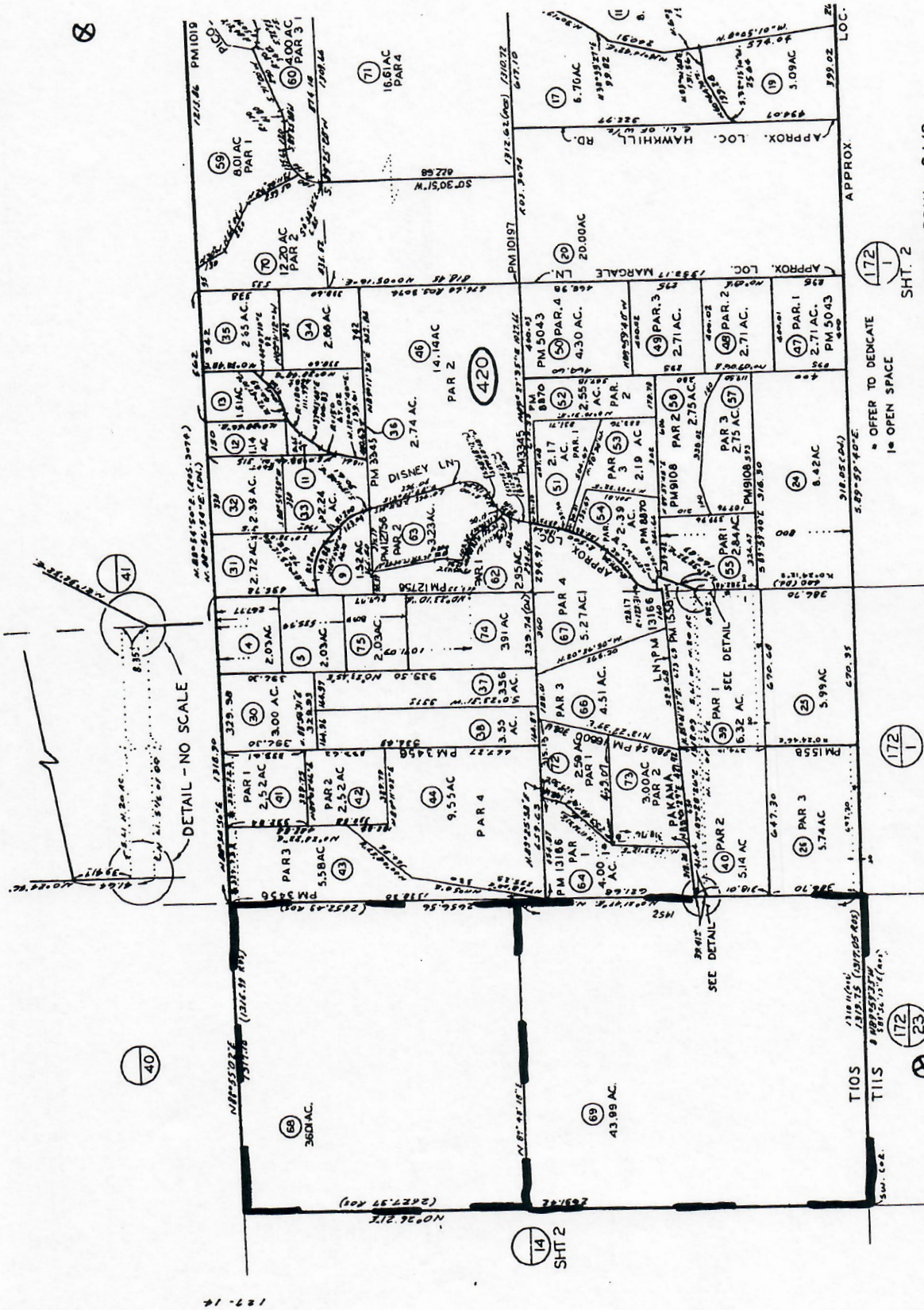
8-10-93 MCD

CHANGES				
BLK	OLD	NEW	YR	CUT
142	141	1-11	81	10000
	10	11	81	5511
	10	12/15	85	2432
	8	18-21	86	1204
	17	22-23	89	1423
	6-57	70-84	88	222
	5	24-25	94	1134
	4-25	26	94	1064

127-14.
HT 2 OF 2
1"=400'

RAINBOW MUNICIPAL WATER DISTRICT EXHIBIT "A"

DESCRIPTION OF PROPERTY



OFFER TO DEDICATE
172
1
SHT. 2
172
1
SHT. 3
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1
SHT. 4

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

REV. 9-15-71
SAM DIEGO COUNTY ASSESSOR'S MAP BK 127 PG 42

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "B"**

RAINBOW MUNICIPAL WATER DISTRICT

STATEMENT OF ESTIMATED PROJECT COSTS

***A STATEMENT OF THE ESTIMATED PROJECT COSTS
ATTRIBUTABLE TO THE DISTRICT'S PARTICIPATION IN THE CITY OF OCEANSIDE SAN
LUIS REY WASTEWATER TREATMENT PLANT UPGRADE AND CAPACITY EXPANSION;
INCLUDING THE RELATED COLLECTION FACILITIES OF THE CITY OF OCEANSIDE AND
THE RAINBOW MUNICIPAL WATER DISTRICT***

Description of Project

The terms of the agreement between the City of Oceanside and the Rainbow Municipal Water District for the treatment of wastewater obligates the District to participate in the rehabilitation of the San Luis Rey Wastewater Treatment facility and related collection facilities. The rehabilitation project is required to bring the treatment facilities into compliance with current regulations, to provide for the continued treatment of existing wastewater flow, and is necessary for the expansion of the treatment and collection facilities to provide the additional collection and treatment capacity required by the District.

The District currently has treatment capacity for one million gallons per day (1 MGD) or four thousand equivalent dwelling units (4,000 EDU's). The expansion portion of the project will add five hundred thousand gallons per day of additional treatment and collection capacity (500,000 GPD) or two thousand equivalent dwelling units (2,000 EDU's). The additional capacity will enable the District to provide necessary sewer services in compliance with the various Community Plans and the General Plan of the County of San Diego for those areas within the District boundaries.

The financing alternatives available to the District are limited, in part by District Ordinance No. 95-1, which was enacted on April 27, 1995 in response to a local initiative of the electorate. Ordinance No. 95-1 limits the indebtedness of the District to not more than one million dollars (\$1,000,000.) without the approval of a two-thirds (2/3)-majority vote of the District's electorate. The proposed financing of this project is a combination of funding by the District from existing revenues, paid by ratepayers already connected to the system; a one time surcharge on those holding sewer permits with capacity rights in the system that have heretofore not paid their fair share of the operation, maintenance, and capital replacement costs of the system; and, through the payment of capital facility fees to be paid by those desiring sewer connection permits.

There will be no increase in the monthly sewer charge for existing customers to finance this project. The cost of the additional collection and treatment capacity will be borne solely by persons desiring to connect to the system through the payment of sewer connection fees. Due to the inability of the District to readily borrow funds that could be repaid by new connection fees; it is necessary to require those desiring to connect to the system to advance funds in addition to the basic sewer connection fee to pay for the construction of the facilities required to serve their property. Funds that are advanced in addition to the sewer connection fee will be reimbursed following the completion of the project and an accounting of the actual cost of design and construction. It has been recommended that the Board of Directors call for a special election in 1999 to place a revenue bond issue before the voters. The revenue bond issue would be of sufficient size to pay for the cost of the rehabilitation and expansion of the wastewater treatment and collection system. If approved by a 2/3 majority of the voters, funds advanced in addition to the sewer connection fee could be reimbursed earlier.

These financial methods are necessary because the City of Oceanside cannot advance funds on behalf of the Rainbow Municipal Water District. The District must have the funds ready and available at the commencement of the design and the construction of the project facilities.

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "B"**

Summary - Schedule of Estimated Project Costs

<u>Facility</u>	<u>RMWD Cost</u>	<u>Rehab. Costs</u>	<u>New Capacity</u>
San Luis Rey WWTP	\$2,937,926.	\$1,345,397.	\$1,592,529.
North Valley PS/FM	\$ 363,102.	\$ 164,251.	\$ 198,851.
San Luis Rey Land Outfall	\$ 750,000.	\$ 0.	\$ 750,000.
Trunk Swr. Stallion to Oceanside	\$2,149,698.	\$ 0.	\$2,149,698.
Swr. Trunk System, RMWD	\$3,225,000.	\$1,260,000.	\$1,965,000.
Subtotal	\$9,425,725.	\$2,769,648.	\$6,656,077.
RMWD Contingency (5%)	\$ 471,286.	\$ 138,482.	\$ 333,804.
RMWD Eng./Lgl./Adm. (10%)	\$ 942,573	\$ 276,965.	\$ 665,608.
RMWD Constr. Mgmt. (10%)	\$ 942,573	\$ 276,965.	\$ 665,608.
Grand Total	\$11,782,157.	\$3,462,060.	\$8,320,097.
Say	<u>\$11,800,000.</u>	<u>\$3,462,000.</u>	<u>\$8,320,000.</u>

Rehabilitation Phase of Project - Cost and Benefit Allocation

<u>Connection Status</u>	<u>EDUs and GPD Calculations</u>	<u>Project Cost Allocation %</u>
Connected - In Use	2,872.59 EDUs / 718,148 GPD	2,872.59 / 6,000 EDUs = 47.88%
Paid in Full - Unconnected	1,296.37 EDUs / 324,093 GPD	1,296.37 / 6,000 EDUs = 21.61%
Over-sold - Connections ¹	(156.00 EDUs / (39,000 GPD)	(Incl. in Connected - In Use)
Commitment & Availability Ltrs	745.20 EDUs / 186,300 GPD	745.37 / 6,000 EDUs = 12.42%
Waiting List	485.00 EDUs / 121,250 GPD	485.00 / 6,000 EDUs = 8.08%
Future Connections	600.84 EDUs / 150,210 GPD	600.84 / 6,000 EDUs = 10.01%
Total Connections	6,000 EDUs / 1,500,000 GPD	6,000 / 6,000 EDUs = 100.00%

New Capacity Phase of Project - Cost and Benefit Allocation

<u>Connection Status</u>	<u>EDUs and GPD Calculation</u>	<u>Project Cost Allocation %</u>
Over-sold Connections	156.00 EDUs / 39,000 GPD	156.00 / 2,000 EDUs = 7.80%
Commitment & Availability Ltrs	745.20 EDUs / 186,300 GPD	745.20 / 2,000 EDUs = 37.26%
Waiting List	485.00 EDUs / 121,250 GPD	485.00 / 2,000 EDUs = 24.25%
Future Connections	600.84 EDUs / 150,210 GPD	600.84 / 2,000 EDUs = 30.04%
Deposit Adjustments ²	12.96 EDUs / 3,240 GPD	12.96 / 2,000 EDUs = 0.65%
Total Connections	2,000 EDUS / 500,000 GPD	2,000 / 2,000 EDUs =100.%

¹ The 156 over sold connections are included in the 2,872 "Connected - In Use" category.

² Adjustments for permits issued upon payment of \$5,000 deposit against full connection fee.

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "B"**

Rehabilitation Phase - Calculation of Cost per EDU

Cost Distribution Formula: Rehabilitation Cost / Total EDU's = Cost per EDU
 Est. Rehabilitation Cost: \$3,462,000.
 Calculation: \$3,462,000. / 6,000 EDUs = \$577 per EDU

<u>Connection Status</u>	<u>Calculation of Cost</u>	<u>Source of Funding</u>
Connected -. In Use ³	2872 EDUs x \$577 = \$1,657,144.	Cost to be paid by District from previously collected monthly service charges
Paid in Full - Unconnected	1296 EDUs x \$577 = \$ 747,792.	Surcharge of \$577 per EDU to be paid by owner / developer as one time charge prior to actual connection.
Commitment & Availability Ltrs.	745.20 EDUs x \$577 = \$ 429980.	\$577 per EDU to be included in connection fee.
Waiting List	485.0 EDUs x \$577 = \$ 279,845.	\$577 per EDU to be included in connection fee.
Future Connections	600.84 EDUs x \$577 = \$346,685.	\$577 to be included in connection fee.
Total	6,000 EDU's x \$577. = \$3,462,000.	

New Capacity - Calculation of Cost per EDU

Cost Distribution Formula: New Capacity Cost / New Connections (EDUs) = Cost per EDU
 Est. New Capacity Cost: \$8,320,000.
 Calculation: \$8,320,000. / 2,000 New Connections (EDUs) = \$4,160 per EDU

New Capacity - Connection Fee Calculation and Application

Calculation of Connection Fee

Connection Fee Compilation: New Capacity Cost + Share of Rehab Cost = Connection Fee.
 Estimated New Capacity Cost \$4,160. per EDU
 Est. Share of Rehabilitation Cost \$ 577 per EDU

Connection Fee \$4,737 per EDU

³ "Over sold" included within the "Connected - In Use" category.

RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "B"

Application of Fees

Oversold Connections.

Cost per EDU Connection = \$4,160.⁴ To be paid by District. $156 \times \$4,160 = \$648,960$.

Commitment & Availability Letters.

Cost per EDU Connection = \$4,737. To be paid at $1.41 \times \$4,737$ for a total of \$6,656 per EDU at time of permit issuance, as provided by allocation plan. Reimbursement agreement for amount in excess of \$4,737 per EDU.⁵
 $745.20 \times \$6,656 = \$4,960,051$.

Waiting List.

Cost per EDU Connection = \$4,737. To be paid at $1.41 \times \$4,737$ for a total of \$6,656 per EDU to receive Availability letter and/or permit, as provided by allocation plan. Reimbursement agreement for amount in excess of \$4,737 per EDU.⁶
 $485.00 \times \$6,656 = \$3,228,160$.

Future Connections.

Cost per EDU Connection = \$4,737. To be paid at $1.41 \times \$4,737$ for a total of \$6,656 per EDU to receive Availability letter and / or permit, as provided by allocation plan. Reimbursement agreement for amount in excess of \$4,737 per EDU.⁷
 $600.84 \times \$6,656 = \$3,999,191$.

Deposit Adjustments

Cost per EDU Connection = \$4,737. Deposit of \$5,000 made to District. Additional amount of \$1,656 will be required as provided by District rules and deposit agreement. Reimbursement agreement for amount in excess of \$4,737 per EDU.⁸
 $12.96 \times \$1,656 = \$21,462$.

⁵ \$4,737 represents the estimated reimbursement amount. The actual reimbursement will be based on the final project cost, to be determined following completion of the project. If the project costs are less than the estimated amount, the reimbursement will be greater. If the project cost is more than the estimate, the reimbursement will be less. In the event the voters approve a revenue bond measure, reimbursements could occur earlier.

⁶ See footnote 5 above

⁷ See footnote 5 above.

⁸ Actual number of deposits is 78. Those not included here have been included in the "Connected - in Use" category. All "depositors" will pay difference between \$5,000. and the \$6,656. connection fee.

RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "B"

Financing of Project

As noted in the project description, the District does not have the ability to readily borrow funds to finance improvement. Ordinance No. 95-1 prohibits the District from borrowing in excess of \$1,000,000. without a 2/3 majority vote of the electorate. Although the Board of Directors has the option of scheduling a special election to seek voter approval, there is no guarantee that the required 2/3 majority vote of approval would be obtained. Therefore, in order to meet the design and construction schedule of the City of Oceanside and to provide relief to those requiring connections to the wastewater collection and treatment system, the only viable financing method to accomplish this public objective is through the advance payment of fees by persons desiring to connect to the sewage collection and treatment system of the District as permitted by law.

Persons desiring to connect to the system will be required to pay the established connection fee and advance a portion of the additional funding required to design and construct the project, subject to a reimbursement agreement. The Reimbursement Agreement will provide that the funds collected in excess of the connection fee will be reimbursed upon completion of the project, subject to a final accounting of the project costs, and subject to the availability of sufficient connection fee funds received by the District. The reimbursement of funds is not a general obligation or debt of the District. Reimbursements will be made only from connection fees deposited with the District by persons desiring to connect to the system. Reimbursements will be made only to the extent that such funds become available to permit repayment within the time specified by the agreement. Reimbursements cannot and will not be made from any other source of District funding, with the exception of Revenue Bond funds, if and when such funds become available.

Connection fee revenue will be held in a special District account and reserved for paying the costs of the project. The General Manager of the District will provide the Board of Directors with a monthly report of revenue and expenditures from this fund. Said report shall be made readily available to the general public. Upon completion of the project and a final accounting of the costs, the District will reimburse persons for their pro rata share of the funds advanced in excess of the connection fee or the actual cost of the project. Reimbursements will be made on a "first in, first out" basis. All such reimbursements shall, however, be subject to the availability of connection fee funds available for this purpose.

Permit Issuance Subject to Allocation Plan and Reimbursement Agreements

All new sewer connection will be subject to the Rainbow Municipal Water District Allocation Plan for the Issuance of Sewer Permits, Commitment Letters, and Availability Letters. No permits, commitment letters or availability letters will be issued except as provided by the plan. The issuance of a sewer permits, commitment letters, or availability letters requires each person to pay the required fees and / or post the required letter of credit or other approved surety in addition to entering into the specified reimbursement and waiver agreements with the District. Copies of the Allocation Plan and the Reimbursement and Waiver Agreement are attached as Exhibits.

Additional Information Available

Additional information is available regarding the schedule for the design, construction, and completion of the project improvements, as well as specific information regarding how to obtain a sewer permit, commitment letter, and / or availability letters. Such additional information may be obtained through either the Customer Service Division or the General Manager's Office.

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "C"**

RESOLUTION NO. 98-24

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RAINBOW MUNICIPAL WATER DISTRICT
ADOPTING AN ALLOCATION PLAN FOR THE ISSUANCE OF SEWER PERMITS,
COMMITMENT LETTERS AND AVAILABILITY LETTERS; AND APPROVING AN
AGREEMENT CONSENTING TO SEWER CONNECTION FEE CHARGES AND THE
REIMBURSEMENT OF CHARGES IN EXCESS OF ACTUAL PROJECT COSTS; A
THIRTY DAY NOTICE; A PROPOSITION 218 NOTICE, AND RESCINDING THE
TEMPORARY SEWER STAY**

WHEREAS, the Board of Directors of the Rainbow Municipal Water District has heretofore adopted Ordinance No. 98-06 revising and adopting new rules and regulations for the providing of sanitary sewer service within the District; and

WHEREAS, the Board of Directors of the Rainbow Municipal Water District has heretofore adopted Ordinance No. 98-07 establishing fees and charges for sanitary sewer service; and

WHEREAS, the Ordinance No. 98-06 directs the establishment of a plan for orderly development and issuance of sewer permits pending the expansion of the Oceanside Sewer Treatment Plant; and

WHEREAS, it is in the best interest of the District to establish rules, regulations and procedures, as well as forms for issuance of sewer permits, commitment letters, availability letters, to provide for financing of the Oceanside Sewer Plant expansion, provide for reimbursement of developer funds used to finance the Oceanside expansion in excess of actual costs, provide for public notice, provide for expediting procedures under Proposition 218 and rescinding a previously enacted Stay on the issuance of Sewer Permits, Commitment letters and Availability letters.

NOW, IT IS THEREFORE ORDERED AND RESOLVED:

1. An allocation plan for the issuance of sewer permits, commitment letters and availability letters is enacted, Exhibit "A" attached hereto and made a part hereof.
2. An agreement consenting to sewer connection fees charges, and the reimbursement of charges in excess of actual project costs is enacted as a method for payment of the Oceanside Sewer Plant expansion, Exhibit "B" attached hereto and made a part hereof.
3. A thirty-day notice to property owners of the availability of permits and a form

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "C"**

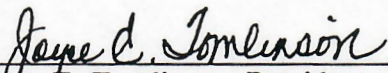
therefore is approved, Exhibit "C" attached hereto and made a part hereof.

4. A method of expediting allocation of permits and financing of the Oceanside Sewer Plant Expansion Project by waiver of any notice and protest requirements under Proposition 218 is approved, Exhibit "D" attached hereto and made a part hereof.

5. The Board action of February 5, 1998, enacting a Stay on the issuance of Sewer Permits, Commitment letters and Availability letters as extended by Resolution No. 98-13 of July 14, 1998 and subsequent Board Actions is Rescinded hereby.

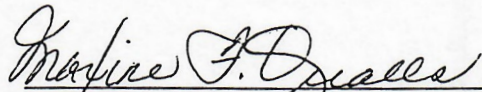
PASSED AND ADOPTED by the Board of Directors of the Rainbow Municipal Water District at its regular meeting of the Board held on the 18th day of November 1998, by the following vote:

AYES: Directors Baughman, Hatfield, Steere, Tomlinson
NOES: Directors Qualls
ABSTAIN: None
ABSENT: None



Joyce E. Tomlinson, President
Board of Directors

ATTEST:



Maxine F. Qualls, Secretary
Board of Directors

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "D"**

**RAINBOW MUNICIPAL WATER DISTRICT
ALLOCATION PLAN FOR THE ISSUANCE
OF
SEWER PERMITS, COMMITMENT LETTERS AND AVAILABILITY LETTERS**

RECITALS

A. The District has existing capacity for the issuance of approximately 1,128 equivalent dwelling units ("EDUs"), with the potential for approximately 400 additional EDUs becoming available in the event that an on-site facility is reactivated. Potential development within the District's service area includes projects that will cumulatively require capacity in excess of its existing capacity. As a result, the District has imposed a temporary stay on the issuance of sewer permits and sewer availability letters.

B. A planned expansion of the Oceanside Sewage Treatment Plant is expected to generate an additional 2,000 EDUs for the District ("Oceanside Expansion"), and is further expected to be completed by or before December 31, 2002. The District believes that this additional capacity will serve its needs through the current General Plan build-out of its service area.

C. In order to allow development to proceed in advance of the completion of the Oceanside Expansion, to fairly allocate permits to property owners in the District, and to facilitate the financing of the Oceanside Expansion without incurring debt, the District will allocate sewer connection permits, commitment letters and availability letters in accordance with the terms and conditions set forth in this Plan.

PLAN

1. Year Groups. To permit owners of real property within its service area to proceed in advance of the Oceanside Expansion, the District will allocate its existing unused sewer capacity ("Allocated EDUs") of 1128 EDU to qualified applicants ("Allocation Group") in four separate groups ("Year Groups"):

Year 1:	11-1-1998	to	12-31-1999
Year 2:	1-1-2000	to	12-31-2000
Year 3:	1-1-2001	to	12-31-2001
Year 4:	1-1-2002	to	12-31-2002

2. Notice and Applications. The District shall initiate the allocation process by giving notice ("Notice") of its intent to allocate permits. The Notice shall give interested parties 30 days to submit an application to the District for an allocation of permits within one or more of the Year Groups. Applications shall be in such form as specified by the District General Manager.

RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "D"

All qualified property owners who submit applications within 30 days of the Notice shall be designated as the "Initial Applicants". In the event that all unused capacity is not allocated to the Initial Applicants, the District shall continue to accept applications until such time that all unused capacity has been allocated. The District will give annual notice of the availability of unused capacity.

3. Priority. In the event that the Initial Applicants request more than 1128 EDU's, priority will be given as follows:

- a. Applicants who have previously paid for the requested permits
- b. Applicants with pre-existing Commitment Letters
- c. Applicants with pre-existing Availability Letters
- d. Applicants already on the District Waiting List
- e. Applicants submitting new applications

Within the above groupings, date of payment, date of letter, or date of application (whichever is applicable) will determine priority. All qualified applications received more than 30 days after the initial Notice will be given priority on a first-come, first-serve basis.

4. Qualification.

A. To qualify for an allocation of sewer permits, the issuance of a sewer commitment letter, or the issuance of a sewer availability letter an applicant must meet the following criteria:

1. Own property within the district zoned for sewer under the applicable Community Plan;
2. Pay or provide security for all applicable rehabilitation and capacity fees ("Applicable Fees") at the time of application;
3. Demonstrate, to the satisfaction of the District General Manger, the ability to use the permit in the Year Group for which it is requested; and
4. Be current on all applicable district charges.

B. Applicable Fees are those fees adopted by the Board at its meeting of November 18,1998 by Ordinance No. 98-07. Security for and in addition to the Applicable Fees shall be in a form acceptable to the District Manager. Acceptable security devices will include letters of credit, but will not include bonds. The General Manager shall call or draw down upon Letters of Credit, or other approved security, as progress payments are necessary for the Sewer Rehabilitation and Expansion Projects of the City of Oceanside and the Rainbow Municipal Water District. The General Manager shall exercise reasonable discretion in making such calls among Permittees, including but not limited to, the amount due the District, the last call made on the Permittee, the priority of the Permittee, and the year in which the permits are allocated. Partial calls are authorized with the intent that the burden of calls are distributed

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "D"**

proportionately among Permittees. The General Manager has discretion not to make calls where it would be administratively burdensome to the District.

C. In determining an applicant's ability to use a permit in a requested Year Group, the District Manager shall consider, but not be limited to, such things as the property's General Plan Designation; zoning; parcel, tentative, or final map status; environmental status; availability of other utilities or development prerequisites; and state of entitlements.

5. Use of Allocation. Any allocated permit not used within the designated Year Group will be reallocated in accordance with the above priorities. Upon showing of good cause, at the discretion of the District Manager, any holder or an allocated EDU may receive a six-month grace period upon submission of a written request prior to the expiration of the allocation year. The General Manager shall reasonably consider, among other factors, the good faith of the initial applicant and any changed circumstances. Initial Applicants shall receive one twelve-month grace period per allocation upon submission of a written request prior to the expiration of the allocation year.

6. Monthly Service Charge. On July 14, 1998 RMWD imposed a monthly service charge applying to property owners who owned sewer permits, but which had not physically connected to the sewer system. This monthly charge will not be imposed upon property owners holding sewer connection rights unless they receive an allocation. Further, the monthly charge will only be imposed on the initial applicants at such time as they actually connect. If an allocated EDU is not used within an allocation year or any applicable grace period, the monthly charge will be imposed retroactively as of the first day of the allocation year. The holder of an allocated EDU may voluntarily relinquish the EDU by paying all monthly service charges, which would have accrued since the beginning of the allocation year for which the EDU was issued.

7. Sewer Commitment Letters. A sewer commitment letter will provide the applicant with an allocation to be used within a specified allocation period. Failure to obtain a sewer permit for the allocated period will result in the commitment being reallocated to a latter allocation period. Upon showing of good cause, at the discretion of the General Manager of the District, any holder of a commitment letter may receive a six month grace period to obtain sewer permits upon submission of a written request three month prior to the commencement of the sewer permit allocation period.

8. Sewer Availability Letters. A standard sewer availability letter will be provided to the applicant stating that the District reasonably expects the required sewer capacity to be available within the following five years from the date of issuance. The sewer availability letter is good for one year and must be renewed annually. It is not intended to, nor does it, guarantee the applicant the right to connect to the sewer system. It does satisfy the County of San Diego requirement for processing tentative tract and parcel maps that sewer facilities are reasonably expected to be available within the next five years.

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "D"**

Participation in the **ALLOCATION PLAN FOR THE ISSUANCE OF SEWER PERMITS, COMMITMENT LETTERS, AND AVAILABILITY LETTERS** is voluntary. Persons not participating in the plan will be required to wait until the proposed additional sewer capacity is operational to receive a sewer permit, sewer commitment letter, or sewer availability letter.

Any disputes regarding the administration of the plan, including allocations, shall be resolved at discretion of the General Manager of the Rainbow Municipal Water District. Persons disputing the decision of the General Manager may appeal to the Board of Directors.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Rainbow Municipal Water District
P.O. Box 2500
Fallbrook, California 92088-2500

NO FEE REQUIRED PER
GOVERNMENT CODE SECTION 6103

DEED TRANSFER TAX: \$ NONE
EXEMPT UNDER SEC. 1192 OF
REVENUE TAXATION CODE

COPY

31-0074-0

Space above this line for Recorder's use only

AMENDED AGREEMENT

This Memorandum is made and given this 20th day of May, 2004 by Rainbow Municipal Water District (District).

1. Recitals.

1.1 SGM Investment Corp. has entered into an agreement known as the "Agreement Consenting to Sewer Connection Fee Charges and the Reimbursement of Charges in Excess of Actual Project Costs" (Agreement) with the District.

1.2 The original Agreement was not recorded and has expired.

1.3 SGM Investment Corp. has entered into an amended agreement known as the "Amendment to Agreement Consenting to Sewer Connection Fee Charges and the Reimbursement of Charges in Excess of Actual Project Costs (Amended Agreement) with the District.

2. Record Notice and Other Provisions. This Memorandum is being recorded to give notice of the Amended Agreement and all of its provisions (attached in its entirety). This Memorandum is not intended to modify or alter in any way the provisions of the Amended Agreement. In the event of any inconsistency between this Memorandum and the Amended Agreement, the Amended Agreement shall control.

**RAINBOW MUNICIPAL WATER DISTRICT
AMENDMENT TO
AGREEMENT CONSENTING TO SEWER CONNECTION FEE CHARGES AND
THE REIMBURSEMENT OF CHARGES IN EXCESS OF ACTUAL PROJECT COSTS**

This Amendment ("Amendment") to Agreement Consenting to Sewer Connection Fee Charges and the Reimbursement of Charges in Excess of Actual Project Costs, Reimbursement Agreement ("Agreement") is made and entered into this 5th day of Dec., 2003 by and between Rainbow Municipal Water District ("District") and SGM Investment, Corp. - Vista Villas Development ("Permittee"), referred to individually as "Party" and collectively as "Parties."

RECITALS

A. Permittee is the legal owner of real property located in Bonsall, in San Diego County, State of California, which real property lies within the jurisdictional service area of the District, identified as Assessor's Parcel Number(s) 156 parcel no. ("the Real Property"), more particularly described in the document attached hereto as Exhibit A and incorporated by reference.

B. In connection with the development plans for the Real Property, on or about JANUARY 12, 1999 Permittee paid the District the amount of \$ 1,098,240 for COMMITMENT LETTER AND SEWER CONNECTION PERMITS FOR 165 LOTS.

C. Permittee elected to proceed with development of the Real Property, and in order to do so secured sewer connection rights issued from the District by entering into a series of agreements in 1998. At that time, the District had existing capacity for the issuance of approximately 1127 equivalent dwelling units ("EDU's"), although potential development within the District's service area included projects requiring substantially more capacity. As a result, the District imposed a temporary stay on the issuance of sewer permits and sewer availability letters until an interim "pay-as-you-go" financing plan, developed in concert with the development community, which did not rely upon borrowing or taxation, was in place.

D. A planned upgrade and expansion of the City of Oceanside San Luis Rey Wastewater Treatment Facility and selected portions of the collection systems of the City of Oceanside and the District ("the Project") is expected to provide an additional 2,000 EDU's of treatment and collection facilities for the District. Said project was expected to be completed by or before December 31, 2002. Although it is now expected that the Treatment Facility upgrade and expansion will be complete by December 31, 2004, other portions of "the Project" will not be complete by that date. The District still believes that the additional capacity provided by "the Project" will supply the capacity needed to serve the current General Plan land uses throughout its service area.

E. In order to finance the costs of "the Project", District established a sewer permit and connection fee, formulated to fund the Permittee's estimated fair share of the project costs. Since 1998, the District has determined that the estimates on which the fees were based were substantially below the actual cost of funding "the Project". Consequently, the District has determined that no reimbursements will be payable under the Agreement.

F. Permittee acknowledges that under the Agreement, EDUs allocated to it were to have been used during an allocation plan year or be subject to forfeiture, and that the EDUs were neither used, nor was any extension of time requested prior to date of expiration of such rights.

G. In consideration for forbearance by the District in extinguishing its permit rights, and extending the life of the EDU allocation to Permittee through January 1, 2008 for the Real Property, which will allow Permittee to proceed with the development of their property in advance of the completion of "the Project", Permittee is willing to pay, upon connection, the then-current "sewer connection fee" and the additional amount established by the District to facilitate the financing, upgrade, and expansion of the facilities ("rehabilitation fee") comprising "the Project" and to keep in place the letter of credit, in the original amount, less draws by the District as needed to construct "the Project".

H. Permittee may also elect, under this Amendment, to irrevocably tender any portion of Permittee's EDU allocation to District for potential reallocation, thereby entitling Permittee to suspension of monthly service charges thereon and potential reimbursement of funds advanced, on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the District and the Permittee hereby amend the Agreement to provide as follows:

AGREEMENT

1. Warranties. The foregoing recitals are true and correct. The undersigned, for themselves and the Party on whose behalf they execute this Agreement, warrant and represent that they have full power and authority to bind said Party to the obligations and benefits set forth in this Amendment.
2. Term. This Amendment shall become effective on the date of mutual execution by the Parties, and shall terminate on the earlier of the date Permittee has connected and paid for all EDUs allocated under this Agreement or January 1, 2008.
3. Allocated EDU's. In order to permit owners of real property within its service area to proceed in advance of the Oceanside Expansion ("the Project"), in 1998 the District allocated its existing unused sewer capacity ("Allocated EDU's") to qualified owners and permittees ("Allocation Group") as set forth in the Statement of Estimated Project Costs ("Statement of Estimated Project Costs") of an Allocation Plan ("Allocation Plan") adopted and approved by the District on November 18, 1998 pursuant to Resolution No. 98-24. The District determined in May 2003 to honor those allocations, despite the failure of the owners and permittees to actually connect to the sewer system in accordance with their agreements, provided the permittees agreed to amend the Agreement.
4. Permittee EDU Allocation; Payment of Capacity Charges. District confirms its allocation of ~~156~~ EDU's to Permittee, to expire on January 1, 2008. Permittee agrees to pay, prior to connection, for each EDU to be used, the full amount of the then-current "sewer connection fee" in the amounts established by the District as necessary to facilitate the financing, rehabilitation, upgrade, and expansion of the facilities comprising "the

Project.” Until such time, Permittee shall keep in place a letter of credit, in the original total amount required under the Agreement, less any draws by the District as needed to construct all or any part of “the Project”. Permittee shall be entitled to full credit against the sewer connection fee due at the time of connection for any draws made by the District prior to the time of connection. Permittee shall also be entitled to a reduction in the amount of the letter of credit for each EDU actually connected under this Amendment for which sewer connection fees have been paid.

5. Monthly Service Charges. The District established a monthly sewer service charge per unconnected EDU as an integral part of the Sewer Allocation Plan under Ordinance No. 98-04. District agreed to forego collection of such charges in exchange for an agreement deferring the use of allocated EDUs for a defined period. In the case of Permittee, that period has expired by 6 months or more. District believes it is entitled to collect these charges from Permittee. However, to resolve any dispute which may exist between the parties hereto, it is agreed that District shall not collect or attempt to collect any monthly sewer service charges owed under the expired deferral agreement signed by Permittee; Permittee agrees to pay the monthly service charges for the unconnected EDUs allocated to Permittee (and not irrevocably surrendered under paragraph 7 below), as contemplated by the Agreement, commencing August 1, 2003.
6. Reimbursement Payments. Inasmuch as the District has determined that “the Project” Costs have already exceeded, and are now projected to greatly exceed the estimated project costs, no reimbursements are or will be available to be paid to Permittee under the Agreement. Reimbursements may be available under this Amendment only pursuant to paragraph 7.
7. Optional Irrevocable Surrender of Allocated EDUs. Notwithstanding the number of EDUs secured under the Agreement and confirmed by District in paragraph 4, above, Permittee has determined that it will be unable to use its entire allocation of EDUs prior to their expiration date. Consequently, Permittee elects to irrevocably tender to District its allocation of 9 EDUs, as of the date of execution of this Amendment by Permittee. District agrees that no monthly sewer service charges shall be applicable to irrevocably tendered EDUs as of August 1, 2003, or the date of this Amendment, whichever is later. District further agrees to reimburse Permittee for any funds advanced to District under the Agreement for “the Project” as follows:
 - (1) Reimbursements shall be paid solely from the proceeds received by District from the reallocation of some or all of the EDUs to another person;
 - (2) District shall have no obligation to reallocate any irrevocably tendered EDU until its remaining supply of unallocated EDUs has been exhausted;
 - (3) No interest shall be paid on funds advanced;
 - (4) Where the District accepts from a new permittee security other than cash for any of the reallocated EDUs tendered, Permittee shall be entitled only to a pro rata reduction in security posted based upon the number of EDUs accepted for tender and reallocated and not a cash payment until such time as the District receives cash for the reallocated EDUs;

(5) District's obligation to reimburse Permittee under this paragraph shall expire as to any EDUs which have not been reallocated prior to January 1, 2008;

(6) District shall provide reimbursement for tendered EDUs to Permittee following reallocation and repurchase of one or more such EDUs to a new permittee; District shall select among all tendered EDUs each EDU to be reallocated on a random basis, without regard as to when Permittee tendered any EDU or how many EDUs have been tendered by the Permittee.

8. Notice. All notices, demands, requests, consents or other communications which this agreement contemplates or authorizes, or requires or permits any Party to give to the other, shall be in writing and shall be personally delivered, sent by registered mail or certified mail, postage pre-paid, return receipt requested, or by facsimile, addressed to the respective parties as follows:

To District: Rainbow Municipal Water District
Attn: General Manager
3707 Old Highway 395
P.O. Box 2500
Fallbrook, California 92088-2500
Telephone: (760) 728-1178
Facsimile: (760) 728-2575

With a Copy to: Gregory V. Moser, General Counsel
Foley & Lardner
402 W. Broadway, 23rd Floor
San Diego, California 92101-3542
Telephone: (619) 234-6655
Facsimile: (619) 234-3510

To Permittee: SUZAN MIHELICH
SGM INVESTMENT CORP.
VISTA VILLAS DEVELOPMENT, LLC
42020 57th STREET WEST
LANCASTER, CA 93536

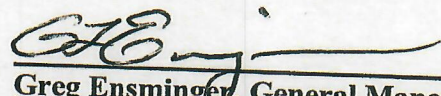
With a Copy to:

Any party may change its address by notice to the others as provided herein. Notices shall be deemed effective when delivered if personally served or if sent by mail. If served or sent by facsimile or telecopier, notices shall be deemed effective on the business day such notices are sent, or if received after 5:00 p.m., then on the next day.

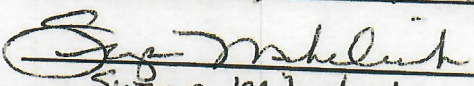
- 9. Modification; Interpretation. This Amendment modifies the obligations of the parties under the Agreement. Except as set forth herein, all of the other terms and conditions of the prior Agreement are incorporated herein by reference. This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto or their respective successors-in-interest. This Amendment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Exhibit A is incorporated herein by reference.
- 10. Recordation of Agreement Amendment. The Clerk of the District shall cause a copy of this Reimbursement Agreement Amendment to be recorded with the Office of the Recorder of San Diego County, California within ten (10) days following the execution of this Reimbursement Agreement Amendment.

IN WITNESS WHEREOF, the Parties 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 on the date first set forth above.

DISTRICT: RAINBOW MUNICIPAL WATER DISTRICT, a local Public Agency organized in accordance with the Municipal Water District Law of 1911

By: 
Greg Ensminger, General Manager

PERMITTEE: SGM Investment Corp.
Address: Vista Villas Development LTD
42028 57th Street West
Lancaster, CA 93536

By: 
Print Name: Susan Mihelich

By: _____
Print Name: _____

State of California
County of San Diego

On this date, December 5 before me, Suzan Mihelich,
personally appeared _____, or personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to
the within instrument, and acknowledged 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), on
the entity upon behalf of which the person(s) acted, executed the instrument,

WITNESS my hand and official seal.


Notary's Signature

**My Commission Expires
September 27, 2004**

**RAINBOW MUNICIPAL WATER DISTRICT
EXHIBIT "A"**

DESCRIPTION OF PROPERTY

Property Owner: SGM Investment Corporation
Suzan Mihelich

Owner's Address: Vista Villas Development, LLC
42028 57th Street West
Lancaster, California 93536

Property Description: Tentative Tract Map No. 4736. Property known as the
"Polo Club" consisting of 165 Single Family Detached
Residential Lots

Location of Property: Gopher Canyon in the Vicinity of Vista Valley Road

APN: 127-141-05 and 17; 127-142-09, 14, 15, 16, 22, and 23;
127-420-68 and 69; 170-180-03 and 04; and 170-190-54
and 56. APN's 170-190-54 and 56 have recently been
changed to 170 192-02 and 03

SEWER PERMIT APPLICATION

A permit is required for each connection to a District Sewer Line

Date: March 28, 2014

Expiration Date: 3/28/2016

Owner's Name: Vista Villas Development Limited & SGM Investment Corp. Telephone # 424-206-9442

Service Address: _____ City _____ Zip _____ # 74

Billing Address: 601 West Avenue I City/State Lancaster, CA Zip 93534

Assessor's Parcel No: 127-570-1 to 14, 127-571-1 to 9, 127-572-1 to 28, 127-573-1 to 47, 127-580-1 to 24, 127-581-1 to 28, 127-582-1 to 17

Acreage: app. 442 acres

Owner's Authorized Representative: Allen Haynie Telephone # 619-972-1497

Property Description: Polo Club Development TM 4736

Proposed Use of Property: New SFR Conversion: NA

LAND USE FACTORS	
Single Family Dwelling: <u>TBD</u> (# of bedrooms)	Multiple Dwelling (units): <u>NA</u>
Restaurant: Total # of seats: <u>NA</u> Tableware: <u>disposable / non-disposable</u>	Commercial: <u>NA</u>
Industrial: <u>NA</u>	Other: <u>NA</u>

No.(s) of EDU's: 59.85 x \$17,350* = Total Fee: \$ 1,038,336

Per District Policy one EDU is currently equivalent to 2.58 bedrooms (average size home in the District service area per the 2010 census) and 180 gallons per day per EDU. This is subject to change.

Notes: * EDU does not include improvement costs associated with the Wastewater Outfall Line which will be assessed at a later date and paid prior to connection

Upon the permit being granted, the Permittee shall be charged a partial monthly fee (currently \$41.67 per EDU) by Rainbow Municipal Water District (District). When connected to the sewer lateral the monthly fee will increase to the full service charge based on water usage. Current maximum charge \$68.54.

"Equivalent Dwelling Unit or EDU" means an increment of wastewater flow. An EDU is equivalent to a pre-determined amount of wastewater measured in gallons per day. The amount is set by District policy

and is subject to change. Wastewater discharged must have concentrations of no more than 200 milligrams per liter (mg/L) biochemical oxygen demand and 200 mg/L suspended solids.

Conditions of Service

Sewer service shall be subject to the following conditions:

- (a) Applicant, owner and customer shall adhere to requirements prescribed by these rules and regulations and to any additional requirements prescribed by the Manager or by the Board, or both, to insure compliance with the District's rules and regulations as to the quality and quantity of reclaimable and non-reclaimable sewage which the District is willing to receive into its facilities.
- (b) All fees and charges of the District shall be paid when due. Application for service to any property will be granted only if all connection fees, service charges, delinquent bills and penalties; due and charged to or against said property by the District are paid; and if the service application was signed by the then owner of the property. When permits expire they **do not transfer** to new property owners. All EDU'S will revert back to the District and monies paid will be forfeited if a property is sold, foreclosed or goes into bankruptcy with an expired permit. Sewer service fees shall be included in the monthly water bills of the District. The fees and charges of the District are set by separate Ordinance or Resolution and may be changed by the District from time to time.

Terms of Permits

Permits for sewer connection shall be issued for a term of two years and may be renewed for two additional one-year terms by payment by the permit holder to the District not earlier than 14 days before the expiration of the initial term or, if a permit has been previously renewed, not earlier than 14 days before the expiration of the current renewal term of a renewal fee in the amount of any increase between the initial cost per EDU. If no connection is made and a permit is not so renewed, it shall expire and all rights of the permit holder resulting from the issuance of such permit shall terminate. If connection is made prior to the expiration of the initial or renewal term, the permit shall remain in effect so long as sewer service is required and account is maintained current.

Date: March 28, 2014

Name: Ibrahim Ghattas
Please Print

Signature: 

Signature: 
District Engineer or Designated Representative.

DISTRICT USE ONLY:

INSPECTION RECORD

Account No. 31-0074-0

Map Page: P-4

Location of the districts nearest sewer system pipeline: _____

Connection to District sewer line: _____
Date

Inspected by: _____

Project Name Polo Club TM 4736
Owner Vista Villas Development, LTD
SGM Investment Corporation

Amount Paid \$ 1,098,240.00
EDUS 165
Amount Per EDU \$ 6,656.00
EDUS 156 surrendered 9
Amount Per EDU \$ 1,038,336.00
Current Fee per EDU \$17,350
EDUS 59.85





SEWER PERMIT APPLICATION

A permit is required for each connection to a District Sewer Line

Date: 3.1.16

Expiration Date: 3/28/2017

Owner's Name: VISTA VILLAS DEV LP / SGM INV CO Telephone No.: 760.285.8805

Service Address: GOPHER CYN. RD. City: BONHAY Zip: 92084

Billing Address: 601 W AVE. T City/State: LANCASTER CA Zip: 93534

Assessor's Parcel No.: 127-572-01-223 / 127-573-01-297 / 127-580-01-224 / 127-581-01-232 / 127-582-01-217 Acreage: 456 AC.

Owner's Authorized Representative: DAVID R. PALLINGER Telephone No.: 760.285.8805

Property Description: TM 4736-1 / FINAL MAP 13856

Proposed Use of Property: New: DEV. Conversion: _____

LAND USE FACTORS	
Single Family Dwelling: <u>TBD</u> (# of bedrooms)	Multiple Dwelling (units): <u>N/A</u>
Restaurant: Total # of Seats <u>N/A</u> Tableware: <input type="checkbox"/> Disposable <input type="checkbox"/> Non-disposable	Commercial: <u>N/A</u>
Industrial: <u>N/A</u>	Other: <u>N/A</u>

No.(s) of EDU's: 59.85

Total Fee: \$ 1,038,336

Per District Policy one EDU is currently equivalent to 2.58 bedrooms (average size home in the District service area per the 2010 census) and 180 gallons per day per EDU. This is subject to change.

Notes: EDU does not include improvement costs associated with the Wastewater Outfall Line which will be assessed at a later date and paid prior to connection.

Upon the permit being granted, the Permittee shall be charged a partial monthly fee (currently \$41.67 per EDU) by Rainbow Municipal Water District (District). When connected to the sewer lateral the monthly fee will increase to the full service charge based on water usage. Current maximum charge \$75.50 per EDU.

"Equivalent Dwelling Unit or EDU" means an increment of wastewater flow. An EDU is equivalent to a pre-determined amount of wastewater measured in gallons per day. The amount is set by District policy and is subject to change. Wastewater discharged must have concentrations of no more than 200 milligrams per liter (mg/L) biochemical oxygen demand and 200 mg/L suspended solids.

Conditions of Service

Sewer service shall be subject to the following conditions:


- (a) Applicant, owner and customer shall adhere to requirements prescribed by these rules and regulations and to any additional requirements prescribed by the Manager or by the Board, or both, to insure compliance with the District's rules and regulations as to the quality and quantity of reclaimable and non-reclaimable sewage which the District is willing to receive into its facilities.
- (b) All fees and charges of the District shall be paid when due. Application for service to any property will be granted only if all connection fees, service charges, delinquent bills and penalties; due and charged to or against said property by the District are paid; and if the service application was signed by the then owner of the property. When permits expire they do not transfer to new property owners. All EDU'S will revert back to the District and monies paid will be forfeited if a property is sold, foreclosed or goes into bankruptcy with an expired permit. Sewer service fees shall be included in the monthly water bills of the District. The fees and charges of the District are set by separate Ordinance or Resolution and may be changed by the District from time to time.

Terms of Permits

Permits for sewer connection shall be issued for a term of two years and may be renewed for two additional one-year terms by payment by the permit holder to the District not earlier than 14 days before the expiration of the initial term or, if a permit has been previously renewed, not earlier than 14 days before the expiration of the current renewal term of a renewal fee in the amount of any increase between the initial cost per EDU. If no connection is made and a permit is not so renewed, it shall expire and all rights of the permit holder resulting from the issuance of such permit shall terminate. If connection is made prior to the expiration of the initial or renewal term, the permit shall remain in effect so long as sewer service is required and account is maintained current.

Date: 3.1.16

Name: DAVID R. PALLINGER
Please Print

Signature: 

Signature: 
Engineering Manager

DISTRICT USE ONLY:

INSPECTION RECORD

Account No.: 31-0074-0

Map Page: P-4

Location of the District's nearest sewer system pipeline: _____

Date Connected: _____

Inspected by: _____

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 21-04 AMENDING AND UPDATING ADMINISTRATIVE CODE SECTION 5.05.050 – RECORD RETENTION POLICY, CHAPTER 5.09 – DISTRICT COMMUNICATION SYSTEMS, AND CHAPTER 5.10 – VEHICLE POLICIES

BACKGROUND

As part of the ongoing policy review, updates were made to some of the chapters, sections, and subsections included in Title 5 while keeping policies in alignment with the District's current practices.

DESCRIPTION

Staff prepared proposed amendments to Administrative Code Section 5.05.050, Chapter 5.09, and Chapter 5.10 to include updates to section titles and numbering where deemed necessary for the purpose of eliminating duplication and ease in identification. Other minor formatting revisions were also incorporated. These are formatting and numbering changes only – there are no changes to policy or contents.

This item is to provide the Board with an opportunity to consider the proposed amendments and updates to Administrative Code Section 5.05.050, Chapter 5.09, and Chapter 5.10 as provided by staff. Both a redline and non-redline version of the proposed has been attached for reference.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Since the Board impacts all of our Key Focus Areas, this action item is related to all areas.

Strategic Focus Area One: Water Resources
Strategic Focus Area Two: Asset Management
Strategic Focus Area Three: Workforce Development
Strategic Focus Area Four: Fiscal Responsibility
Strategic Focus Area Five: Customer Service
Strategic Focus Area Six: Communication

ENVIRONMENTAL

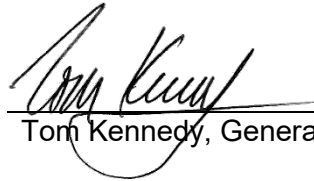
In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Adopt Ordinance No. 21-04 amending and updated Administrative Code Section 5.05.050, Chapter 5.09, and Chapter 5.10 as presented.
- 2) Adopt Ordinance No. 21-04 amending and updating Administrative Code Section 5.05.050, Chapter 5.09, and Chapter 5.10 with revisions.
- 3) Deny adoption of Ordinance No. 21-04 and provide staff with direction.

STAFF RECOMMENDATION

Staff supports direction.



Tom Kennedy, General Manager

July 27, 2021

Ordinance No. 21-04

**Ordinance of the Board of Directors of the Rainbow Municipal Water District
Amending and Updating Administrative Code**

**Section 5.05.050 – Records Retention Policy, Chapter 5.09 – District
Communication Systems, and Chapter 5.10 – Vehicle Policies**

WHEREAS, the Rainbow Municipal Water District has, from time to time, adopted various rules and regulations for the operation of the District; and

WHEREAS, certain of those rules and regulations require updating to reflect best practices, as well as changes in applicable laws; and

WHEREAS, the Board of Directors has determined that changes in the rules or regulations of the District shall occur solely by amendment to the Administrative Code;

NOW, THEREFORE,

BE IT ORDAINED by the Board of Directors of Rainbow Municipal Water District as follows:

1. The following rules and regulations of the District, collected are hereby adopted and shall be incorporated into the Administrative Code, consisting of:

Section 5.05.050:	Records Retention Policy
Chapter 5.09:	District Communication Systems
Chapter 5.10:	Vehicle Policies

2. The General Manager is hereby directed to update the Administrative Code to reflect the approval of these rules and regulations, and to assign or reassign the numbering of the Administrative Code as necessary to codify these rules and regulations as amended.

3. This ordinance shall take effect immediately upon its adoption on this 27th day of July 2021.

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary

**Title 5
FINANCE AND ADMINISTRATION**

Chapters:

- 5.01 Banking**
- 5.02 Purchasing**
- 5.03 Investment Policy**
- 5.04 Fixed Assets**
- 5.05 Public Records**
- 5.06 Internal Controls: Fraud and Similar or Related Inappropriate Conduct**
- 5.07 Unclaimed Checks Policy**
- 5.089 District Communication Systems**
- 5.0910 Vehicle Policies**

Section 5.05.050 Records Retention Policy

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of Rainbow Municipal Water District records; to provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; to ensure prompt and accurate retrieval of records; and to ensure compliance with legal and regulatory requirements.

For the purposes of this policy, "record" means any record consisting of a "writing" as defined by the Government Code Section 6252(g).

~~5.05.050.1~~ — Authorization

The Board of Directors may by ordinance, adopt a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Government Code Section 12236 that classifies all the district's records by category as well as establishes a standard protocol for destruction or disposition of records. Upon adoption, the Board thereby authorizes the General Manager to interpret and implement this policy and directs staff to destroy any and all records, papers and documents that meet the specifications in accordance with the provisions of this policy.

The retention policy shall at all times be subject to the document destruction law for special districts as it may be amended from time to time, and if there is any conflict between that law and this policy, the law shall prevail.

The General Manager may authorize the destruction or disposition of any record that will not adversely affect any interest of the district or public that is not expressly required by law to be filed and preserved.

The General Manager may authorize the destruction or disposition of any duplicate records, paper, or document (original or permanent) which is in the file of any officer or department of the district.

~~5.05.050.2~~ — Guidelines

Any record not expressly required by law to be filed and preserved in original form may be destroyed at any time after it is electronically stored in conformance with the requirements of RMWD Record Retention Policy.

So long as the original or a photographic copy remains on file at Rainbow MWD, other duplicates of that record, paper or document may be destroyed.

In addition to any of the document retention time limits described in the Record Retention Policy, RMWD shall retain documents for a longer period of time under two circumstances:

- A. When the administrative, legal, or financial purpose for the document's creation has not been fulfilled. For example, planning documents shall be kept until the plan is completed.
- B. When a state or federal law not referenced in "RMWD Records Retention Policy" establishes a longer, more specific retention period.

The District is not required to photograph, reproduce or make a copy of any record that is destroyed or disposed of pursuant to this section.

A list of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category will be maintained and approved by the General Manager prior to any record destruction or disposition.

5.05.050.3 — Records, Papers, or Documents Not Required to be Filed

Notwithstanding RMWD Retention Policy, Section 5.50.050.2, the legislative body of a district may authorize the destruction of any record, paper, or document which is not expressly required by law to be filed and preserved if all of the following conditions are complied with:

- A. ~~5.05.050.3.1~~ — The record, paper, or document is photographed, micro photographed reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data-processing system, recorded on optical disks, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with the minimum standards or guidelines, or both, as recommended by the American National Standards Institute or the Association for Information and Image Management for recording of permanent records.
- B. ~~5.05.050.3.2~~ — The device used to reproduce the record, paper, or document on film, optical disk or any other medium is one which accurately reproduces the original thereof in all details and which does not permit additions, deletions, or changes to the original document images.
- C. ~~5.05.050.3.3~~ — The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.
- D. ~~5.05.050.3.3.1~~ — Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

Chapter 5.~~0809~~
DISTRICT COMMUNICATION SYSTEMS

Sections:

5.~~0809~~.010 District Cell Phone Purpose

5.~~0809~~.0~~2010~~.04 District Cell Phone Policy and Guidelines

5.089.010

District Cell Phone Purpose

It shall be the policy of the District to establish redundant communication systems that will ensure the District's ability to communicate with staff and other strategic agencies during emergency situations.

District communication systems are to be used for District business only and will be used in accordance with any applicable laws and District regulations.

Section 5.089.02010.01
District Cell Phone Policy and Guidelines

The general policy is that District cell phones are to be used for District business and services and are not intended for personal or private use. The purpose of District cell phones is to allow access to key personnel and services on a 24-hour emergency basis. The General Manager will determine and approve who shall be issued a cell phone.

If a District issued cell phone is used for personal use, the employee responsible will reimburse the District for such calls. The immediate supervisors, of those who are issued a phone, will review all cell phone monthly invoices for appropriate charges and calls. The General Manager will have final say on what deems a business call verses a personal call.

Approved at April 2, 2003 Board Meeting

Chapter 5.0910
VEHICLE POLICIES

Sections:

- 5.0910.010 ——— Vehicle Replacement Policy
- 5.0910.020 ——— Vehicle Definitions
- 5.0910.030 ——— Vehicle Use Policy
- 5.0910.04030.01 ——— Vehicle Responsibilities
- 5.0910.05030.02 ——— Vehicle Assignments
- ~~5.10.030.02.01~~ ~~Normal Assignment~~
- 5.0910.06030.02.02 Vehicle Assignments for After Hours~~After hours assignment of vehicles~~
- 5.0910.07030.02.03 Vehicle Assignments to Administrative Personnel
- 5.0910.08030.02.04 Vehicle Assignments for Emergencies~~Emergency Assignments~~
- 5.0910.09030.02.05 Vehicle Assignments for Outside of District Travel
- 5.0910.100940 ——— Vehicle Licensing and Insurance
- 5.0910.110950 ——— Vehicle Marking ~~of District Vehicles~~
- 5.0910.120960 ——— Vehicle Personal Use, Passengers and Private Goods

Section 5.0910.010
Vehicle Replacement Policy

It shall be the policy of the District that the replacement of all vehicles shall be based upon an evaluation on a case by case basis.

Vehicles will be budgeted for replacement in the annual budget. Budgeted vehicles will be purchased using a public bidding process with the responses to the bids opened in a regularly scheduled Board meeting.

Section 5.0910.020
Vehicle Definitions

District Employees - District employees include full time and part time employees of the District. Board members, consultants, contractors or contract employees of the District are not considered District employees for purposes of this vehicle policy.

District Vehicles - District vehicles are those owned, leased or rented for general business of the District. Vehicles that are rented for short term travel outside of the District are not considered District vehicles.

Normal working hours - Normal working hours are the regularly scheduled working hours of District personnel.

Section 5.0910.030
Vehicle Use Policy

The general policy of the District is that District vehicles are to be used for District business and services and are not for personal or private use. The vehicles are primarily for use within the District. Guidelines and definitions are provided herein for employees, Board Directors and other associated personnel.

This policy excludes the General Manager's vehicle assignment. The terms of the General Manager's vehicle usage are pursuant to an employment agreement between the Board of Directors and the General Manager.

Section 5.0910.04030.01
Vehicle Responsibilities

Assignments of District vehicles and control of their use under this policy are the responsibility of the General Manager.

Operators of District vehicles are responsible for legal and safe operation of the vehicles under the California Vehicle Code and other applicable laws. Citations issued to operators by law enforcement officers are the responsibility of the operators, unless the citation is issued due to faulty District equipment.

Employees who are required to operate District vehicles in performance of their jobs are required to be in possession of a valid California driver's license for the class of vehicle being operated. The revoking of that license by the State of California for any reason may be sufficient cause of discipline and/or dismissal.

**Section 5.~~0910.0530.02~~ ~~Vehicle Policy-~~
Vehicle Assignments**

Section 5.10.030.02.01 Normal Assignment

District vehicles are normally to be assigned only to District employees and driven only by District employees. Exception may be made for emergency conditions at the discretion of the General Manager.

Section 5.0910.06030.02.02

Vehicle Assignments for After Hours Policy – ~~After Hours Assignment of Vehicles~~

District vehicles are normally to be used only during normal working hours and are to be parked or garaged at District facilities after normal working hours. However, vehicles may be assigned to certain employees for use after normal working hours. Criteria for such assignments are as follows:

The assignee is on scheduled standby and is required to respond to emergency calls after normal working hours;

The Operations Manager for the purpose of responding emergency calls after normal working hours;

The vehicle assignment must clearly help the assignee to respond quickly to service calls or emergency calls and must improve the service efficiency of the District;

The assignee is living with a reasonable response time from the District yard. The General Manager shall determine response time requirements in accordance with the business necessities of the District;

The assignment may be on a 24-hour basis, provided the assignee is required to respond to emergency or service calls on a 24-hour basis;

After hours assignment of a vehicle shall last only as long as the scheduled after hours duty assignment of the employee;

The employee may use the District vehicle for commuting to and from normal working hours, if the after hours duty assignment is contiguous with normal working hours;

Attendance by an employee at after hours District meetings or functions shall not necessarily justify the after hours assignment of a vehicle. If an employee is required to attend an after hours District meeting or function, the employee may claim reimbursement for private car expense.

Section 5.0910.07030.02.03

Vehicle ~~Policy~~—Assignments to Administrative Personnel

Vehicles shall not normally be assigned to administrative personnel for after hours or take home use. Administrative personnel includes all District personnel who are not required to respond on a regular or scheduled basis to emergency service calls after normal working hours.

Section 5.0910.08030.02.04

Vehicle Assignments for Emergencies ~~Policy~~ – ~~Emergency Assignments~~

In case of a general emergency with the District, the General Manager may deviate from this policy and make special assignments of District vehicles if it helps the District to cope with the emergency situation. The existence of an emergency will be declared by the General Manager and reported to the Board of Directors by its next meeting. Emergency deviations from the policy shall be terminated at the end of the emergency.

Section 5.0910.09030.02.05

Vehicle ~~Policy~~ Assignments for Outside of District Travel

A District vehicle may be assigned to an employee for a business trip outside of the District, provided it is the most efficient and economical means of travel and the vehicle can be spared from service within the District.

Section 5.0910.100040
Vehicle ~~Policy~~—Licensing and Insurance

District vehicles and their operators are required to be properly registered and licensed under the California Vehicle Code and other applicable laws. It is the responsibility of the General Manager to ensure that District vehicles and operators are properly licensed before making assignments.

Section 5.0910.110050
Vehicle Policy – Marking of District Vehicles

All District vehicles shall be clearly marked with the name Rainbow Municipal Water District.

Section 5.0910.120060

Vehicle ~~Policy~~ Personal Use, Passengers and Private Goods

District vehicles are not to take the place of an employee's private vehicle. Commuting to and from work is permitted in District vehicles for certain special assignments as defined in this policy. Transporting of family members, members of the public, personal goods and personal equipment in District vehicles is generally prohibited. However, Board members, contractors, consultants and members of the public may be transported in District vehicles provided that the transport is associated with District business or emergency services.

Title 5
FINANCE AND ADMINISTRATION

Chapters:

- 5.01 Banking**
- 5.02 Purchasing**
- 5.03 Investment Policy**
- 5.04 Fixed Assets**
- 5.05 Public Records**
- 5.06 Internal Controls: Fraud and Similar or Related Inappropriate Conduct**
- 5.07 Unclaimed Checks Policy**
- 5.08 District Communication Systems**
- 5.09 Vehicle Policies**

Section 5.05.050
Records Retention Policy

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of Rainbow Municipal Water District records; to provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; to ensure prompt and accurate retrieval of records; and to ensure compliance with legal and regulatory requirements.

For the purposes of this policy, “record” means any record consisting of a “writing” as defined by the Government Code Section 6252(g).

Authorization

The Board of Directors may by ordinance, adopt a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Government Code Section 12236 that classifies all the district’s records by category as well as establishes a standard protocol for destruction or disposition of records. Upon adoption, the Board thereby authorizes the General Manager to interpret and implement this policy and directs staff to destroy any and all records, papers and documents that meet the specifications in accordance with the provisions of this policy.

The retention policy shall at all times be subject to the document destruction law for special districts as it may be amended from time to time, and if there is any conflict between that law and this policy, the law shall prevail.

The General Manager may authorize the destruction or disposition of any record that will not adversely affect any interest of the district or public that is not expressly required by law to be filed and preserved.

The General Manager may authorize the destruction or disposition of any duplicate records, paper, or document (original or permanent) which is in the file of any officer or department of the district.

Guidelines

Any record not expressly required by law to be filed and preserved in original form may be destroyed at any time after it is electronically stored in conformance with the requirements of RMWD Record Retention Policy.

So long as the original or a photographic copy remains on file at Rainbow MWD, other duplicates of that record, paper or document may be destroyed.

In addition to any of the document retention time limits described in the Record Retention Policy, RMWD shall retain documents for a longer period of time under two circumstances:

- A. When the administrative, legal, or financial purpose for the document’s creation has not been fulfilled. For example, planning documents shall be kept until the plan is completed.
- B. When a state or federal law not referenced in “RMWD Records Retention Policy” establishes a longer, more specific retention period.

The District is not required to photograph, reproduce or make a copy of any record that is destroyed or disposed of pursuant to this section.

A list of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category will be maintained and approved by the General Manager prior to any record destruction or disposition.

Records, Papers, or Documents Not Required to be Filed

Notwithstanding RMWD Retention Policy, Section 5.50.050.2, the legislative body of a district may authorize the destruction of any record, paper, or document which is not expressly required by law to be filed and preserved if all of the following conditions are complied with:

- A. The record, paper, or document is photographed, micro photographed reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data-processing system, recorded on optical disks, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with the minimum standards or guidelines, or both, as recommended by the American National Standards Institute or the Association for Information and Image Management for recording of permanent records.
- B. The device used to reproduce the record, paper, or document on film, optical disk or any other medium is one which accurately reproduces the original thereof in all details and which does not permit additions, deletions, or changes to the original document images.
- C. The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.
- D. Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

Chapter 5.08
DISTRICT COMMUNICATION SYSTEMS

Sections:

- 5.08.010** **District Cell Phone Purpose**
- 5.08.020** **District Cell Phone Policy and Guidelines**

5.08.010
District Cell Phone Purpose

It shall be the policy of the District to establish redundant communication systems that will ensure the Districts ability to communicate with staff and other strategic agencies during emergency situations.

District communication systems are to be used for District business only and will be used in accordance with any applicable laws and District regulations.

Section 5.08.020
District Cell Phone Policy and Guidelines

The general policy is that District cell phones are to be used for District business and services and are not intended for personal or private use. The purpose of District cell phones is to allow access to key personnel and services on a 24-hour emergency basis. The General Manager will determine and approve who shall be issued a cell phone.

If a District issued cell phone is used for personal use, the employee responsible will reimburse the District for such calls. The immediate supervisors, of those who are issued a phone, will review all cell phone monthly invoices for appropriate charges and calls. The General Manager will have final say on what deems a business call verses a personal call.

Approved at April 2, 2003 Board Meeting

**Chapter 5.09
VEHICLE POLICIES**

Sections:

5.09.010	Vehicle Replacement Policy
5.09.020	Vehicle Definitions
5.09.030	Vehicle Use Policy
5.09.040	Vehicle Responsibilities
5.09.050	Vehicle Assignments
5.09.060	Vehicle Assignments for After Hours
5.09.070	Vehicle Assignments to Administrative Personnel
5.09.080	Vehicle Assignments for Emergencies
5.09.090	Vehicle Assignments for Outside of District Travel
5.09.100	Vehicle Licensing and Insurance
5.09.110	Vehicle Marking
5.09.120	Vehicle Personal Use, Passengers and Private Goods

Section 5.09.010
Vehicle Replacement Policy

It shall be the policy of the District that the replacement of all vehicles shall be based upon an evaluation on a case by case basis.

Vehicles will be budgeted for replacement in the annual budget. Budgeted vehicles will be purchased using a public bidding process with the responses to the bids opened in a regularly scheduled Board meeting.

Section 5.09.040
Vehicle Responsibilities

Assignments of District vehicles and control of their use under this policy are the responsibility of the General Manager.

Operators of District vehicles are responsible for legal and safe operation of the vehicles under the California Vehicle Code and other applicable laws. Citations issued to operators by law enforcement officers are the responsibility of the operators, unless the citation is issued due to faulty District equipment.

Employees who are required to operate District vehicles in performance of their jobs are required to be in possession of a valid California driver's license for the class of vehicle being operated. The revoking of that license by the State of California for any reason may be sufficient cause of discipline and/or dismissal.

Section 5.09.060
Vehicle Assignments for After Hours

District vehicles are normally to be used only during normal working hours and are to be parked or garaged at District facilities after normal working hours. However, vehicles may be assigned to certain employees for use after normal working hours. Criteria for such assignments are as follows:

The assignee is on scheduled standby and is required to respond to emergency calls after normal working hours;

The Operations Manager for the purpose of responding emergency calls after normal working hours;

The vehicle assignment must clearly help the assignee to respond quickly to service calls or emergency calls and must improve the service efficiency of the District;

The assignee is living with a reasonable response time from the District yard. The General Manager shall determine response time requirements in accordance with the business necessities of the District;

The assignment may be on a 24-hour basis, provided the assignee is required to respond to emergency or service calls on a 24-hour basis;

After hours assignment of a vehicle shall last only as long as the scheduled after hours duty assignment of the employee;

The employee may use the District vehicle for commuting to and from normal working hours, if the after hours duty assignment is contiguous with normal working hours;

Attendance by an employee at after hours District meetings or functions shall not necessarily justify the after hours assignment of a vehicle. If an employee is required to attend an after hours District meeting or function, the employee may claim reimbursement for private car expense.

Section 5.09.070

Vehicle Assignments to Administrative Personnel

Vehicles shall not normally be assigned to administrative personnel for after hours or take home use. Administrative personnel includes all District personnel who are not required to respond on a regular or scheduled basis to emergency service calls after normal working hours.

Section 5.09.080
Vehicle Assignments for Emergencies

In case of a general emergency with the District, the General Manager may deviate from this policy and make special assignments of District vehicles if it helps the District to cope with the emergency situation. The existence of an emergency will be declared by the General Manager and reported to the Board of Directors by its next meeting. Emergency deviations from the policy shall be terminated at the end of the emergency.

Section 5.09.090

Vehicle Assignments for Outside of District Travel

A District vehicle may be assigned to an employee for a business trip outside of the District, provided it is the most efficient and economical means of travel and the vehicle can be spared from service within the District.

Section 5.09.100
Vehicle Licensing and Insurance

District vehicles and their operators are required to be properly registered and licensed under the California Vehicle Code and other applicable laws. It is the responsibility of the General Manager to ensure that District vehicles and operators are properly licensed before making assignments.

Section 5.09.110
Vehicle Marking

All District vehicles shall be clearly marked with the name Rainbow Municipal Water District.

Section 5.09.120

Vehicle Personal Use, Passengers and Private Goods

District vehicles are not to take the place of an employee's private vehicle. Commuting to and from work is permitted in District vehicles for certain special assignments as defined in this policy. Transporting of family members, members of the public, personal goods and personal equipment in District vehicles is generally prohibited. However, Board members, contractors, consultants and members of the public may be transported in District vehicles provided that the transport is associated with District business or emergency services.

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

CONSIDERATION OF REQUEST BY THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION FOR ADDITIONAL FUNDS FOR THE PROCESSING OF THE DISTRICT'S APPLICATION FOR DETACHMENT FROM THE SAN DIEGO COUNTY WATER AUTHORITY AND CONCURRENT ANNEXATION INTO EASTERN MUNICIPAL WATER DISTRICT

BACKGROUND

In December 2019 the Rainbow Board of Directors authorized the General Manager to prepare an application to be submitted to the San Diego Local Agency Formation Commission (LAFCO) for the detachment of the District from the San Diego County Water Authority (SDCWA) and concurrent annexation into the Eastern Municipal Water District (EMWD). Resolution 19-15 adopted by the Board authorized the General Manager to file the application, pay any required application fees, and pay additional fees as may be requested by LAFCO.

The application was filed on March 15, 2020 and LAFCO staff and consultants have been processing the application since that time. The application processing is moving very slowly due, in part, to a variety of procedural and legal obstructions put forth by SDCWA. In late summer 2019 LAFCO requested an additional deposit of \$25,000 which was remitted in accordance with Resolution 19-15.

In March 2021, LAFCO requested an additional deposit of \$50,000 to cover the cost of their consultant, Dr. Michael Hanemann. Dr. Hanemann is a water resources economist affiliated with Arizona State University and UC Berkley.

DESCRIPTION

Dr. Hanemann's work is taking longer than projected by LAFCO. With a billing rate of \$500 per hour, the time it takes to review the voluminous submittals by SDCWA is likely a key factor in the increased effort required to complete his work. While some drafts of his work have been released, we don't expect to see a finished report until the end of September at the earliest.

Based on this, on July 8, 2021, SD LAFCO Executive Officer Keene Simonds sent an email requesting an additional deposit in the amount of \$60,000.

Copies of Dr. Hanemann's invoices are attached long with the email request from Keene Simonds.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

The actions taken to detach from SDCWA and annex to EMWD is being done to ensure that the District can provide a safe, reliable supply of water at the lowest cost. As such, the detachment effort affects all six of the Key Focus Areas of the District's Strategic Plan.

Strategic Focus Area One: Water Resources
Strategic Focus Area Two: Asset Management
Strategic Focus Area Three: Workforce Development
Strategic Focus Area Four: Fiscal Responsibility
Strategic Focus Area Five: Customer Service
Strategic Focus Area Six: Communication

BOARD OPTIONS/FISCAL IMPACTS

The additional \$60,000 deposit to LAFCO is only one component of the fiscal impact of the request from LAFCO. As the application process drags on due to delay, the District also incurs additional costs from staff time, legal review, and consultants. Further, the longer the application takes to get approved, the longer our ratepayers have to wait to exercise the rights given to them under the County Water Authority Act to choose their wholesale water provider.

STAFF RECOMMENDATION

The Board has already authorized the General Manager to make this payment under Resolution 19-15 – this Information Item is being presented to allow Board discussion on the matter.



Tom Kennedy
General Manager

July 27, 2021

From: [Simonds,Keene](#)
To: [Tom Kennedy](#)
Cc: [Adam Wilson](#); [Lockett, Tamaron](#)
Subject: SD LAFCO | Dr. Hanemann's Work and Request for Additional Deposit
Date: Thursday, July 8, 2021 4:24:48 PM
Attachments: [image003.png](#)
[Billing # 1.pdf](#)
[Billing # 2.pdf](#)
[Billing #3.pdf](#)
[Billing #4.pdf](#)

EXTERNAL EMAIL – USE CAUTION WHEN OPENING ATTACHMENTS OR HYPERLINKS.

Hi Tom -

This email serves as an update on the dedicated cash deposit previously provided by Rainbow MWD in the amount of \$50,000.00 to cover one-half of Dr. Michael Hanemann's time to advise San Diego LAFCO via its Advisory Committee on MWD's reorganization proposal to change wholesale providers from County Water Authority to Eastern MWD. The remaining one-half of associated costs for Dr. Hanemann is assigned to Fallbrook PUD based on an earlier arrangement between your two agencies. The initial deposit collected from Rainbow MWD and Fallbrook PUD was set to cover the first 200 hours of Dr. Hanemann's time (\$500.00 per hour) in advising on the following three topics consistent with the agreed upon [scope of work](#):

1. Water Rate Impacts
2. Water Supply Reliability
3. Potential Departure/Exit Fees

With respect to current status, as of June 30th Dr. Hanemann has expended 185 hours on the project with all invoices paid and attached to this email.

In consultation with Dr. Hanemann, I believe we are nearing the mid-point on the project and marked by making notable progress in addressing Topics 1 (rate impacts) and 2 (water supply reliability). Work on these two topics, though, remains and this includes revisiting the preliminary analysis produced to date based on considerable and detailed comments from the subject agencies. I anticipate Topics 1 and 2 will be substantively complete by mid-August and will clear the way for work to earnestly commence on Topic 3 (potential exit fees) with the goal of finishing the project in September.

The preceding comments serve as context to the related request for an immediate second deposit from Rainbow MWD in the amount of \$60,000.00 to cover the remainder of the estimated time needed by Dr. Hanemann to complete his assigned tasks and to be available for general follow up. I assume – but cannot guarantee – this will be the final

deposit request associated with Dr. Hanemann's work. An equal deposit request will be similarly made to Fallbrook PUD consistent with your agencies' arrangement to split costs.

Should you have any questions, please contact me at you earliest convenience.

Keene

Keene Simonds, Executive Officer

San Diego County Local Agency Formation Commission (LAFCO)

Subdivision of the State of California | Regional Service Planning

9335 Hazard Way, Suite 200

San Diego, California 92123



T | 858.614.7755

E | keene.simonds@sdcounty.ca.gov

Keene Simonds, Executive Officer

San Diego County Local Agency Formation Commission (LAFCO)

Subdivision of the State of California | Regional Service Planning

9335 Hazard Way, Suite 200

San Diego, California 92123



T | 858.614.7755

E | keene.simonds@sdcounty.ca.gov

**PROFESSOR W. MICHAEL HANEMANN
4440 E. CAMELBACK ROAD #30
PHOENIX, AZ 85018
(510) 693-2627**

May 10, 2021

Keene Simonds, Executive Officer
San Diego Local Agency Formation Commission
9335 Hazard Way, Suite 200
San Diego, CA 92123

Invoice for Consultant Services
Fallbrook PUD and Rainbow MWD Wholesaler Reorganization
Billing # 1
Hours Worked in December 2020 & January and February 2021

Dec 6	Prepare for Ad Hoc Committee meeting	3 hrs
Dec 7	Attend Ad Hoc Committee meeting	1 hr
Jan 26	Prepare for Ad Hoc Committee meeting	2 hrs
Jan 27	Prepare for Ad Hoc Committee meeting	2 hrs
Feb 1	Attend Ad Hoc Committee meeting	2 hrs
Feb 27	Review material submitted	8 hrs

TOTAL 18 hours @ \$500/hr = \$9,000.00

A payment of \$9,000.00 is requested.

Many thanks



Michael Hanemann

PROFESSOR W. MICHAEL HANEMANN
4440 E. CAMELBACK ROAD #30
PHOENIX, AZ 85018
(510) 693-2627

May 10, 2021

Keene Simonds, Executive Officer
San Diego Local Agency Formation Commission
9335 Hazard Way, Suite 200
San Diego, CA 92123

Invoice for Consultant Services
Fallbrook PUD and Rainbow MWD Wholesaler Reorganization
Billing # 2
Hours Worked in March and April, 2021

March 14	Review responses to my questions	6 hrs
March 21	Review responses, review IRP	8 hrs
March 22	Analyze IRP presentations	4 hrs
April 9	Prepare memo for Adam Wilson	2 hrs

TOTAL 20 hours @ \$500/hr = \$10,000.00

A payment of \$10,000.00 is requested.

Many thanks



Michael Hanemann

PROFESSOR W. MICHAEL HANEMANN
4440 E. CAMELBACK ROAD #30
PHOENIX, AZ 85018
(510) 693-2627

June 14, 2021

Keene Simonds, Executive Officer
San Diego Local Agency Formation Commission
9335 Hazard Way, Suite 200
San Diego, CA 92123

Invoice for Consultant Services
Fallbrook PUD and Rainbow MWD Wholesaler Reorganization
Billing # 3
Hours Worked in May, 2021

May 4	Draft report	6 hrs
May 5	Draft report	6 hrs
May 6	Draft report	6 hrs
May 7	Draft report	6 hrs
May 8	Draft report	8 hrs
May 9	Draft report	8 hrs
May 10	Present report	4 hrs
May 18	Review materials	2 hrs
May 19	Review materials	2 hrs
May 21	Zoom call	2 hrs
May 25	Review materials	3 hrs

TOTAL 53 hours @ \$500/hr = \$ 26,500.

A payment of \$26,500 is requested.

Many thanks



Michael Hanemann

**PROFESSOR W. MICHAEL HANEMANN
4440 E. CAMELBACK ROAD #30
PHOENIX, AZ 85018
(510) 693-2627**

July 6, 2021

Keene Simonds, Executive Officer
San Diego Local Agency Formation Commission
9335 Hazard Way, Suite 200
San Diego, CA 92123

Invoice for Consultant Services
Fallbrook PUD and Rainbow MWD Wholesaler Reorganization
Billing # 4
Hours Worked in June, 2021

June 3	Review materials	8 hrs
June 4	Review materials	8 hrs
June 7	Review materials	8 hrs
June 8	Review materials	8 hrs
June 9	Review materials	8 hrs
June 10	Draft report	8 hrs
June 11	Draft report	8 hrs
June 12	Draft report	8 hrs
June 13	Draft report	8 hrs
June 14	Present and complete report	6 hrs
June 15	Follow-up questions to SDCWA	2 hrs
June 16	Response from SDCWA	1 hr
June 17	Report correction	0.5 hrs
June 22	Memo for SDCWA	3 hrs
June 23	Zoom with SDCWA	4.5 hrs
June 24	Follow up to SDCWA	2 hrs
June 29	Zoom with Tom Kennedy	1 hr
June 30	Zooms	2 hrs

TOTAL 94 hours @ \$500/hr = \$ 47,000.

A payment of \$47,000 is requested.

Many thanks



Michael Hanemann

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2021	MEETING	LOCATION	ATTENDEES	POST
August	*	LAFCO Special Meeting	County Admin Center, Room 302 – 9:30am	(As Advised by GM)	N/A
August	*	Santa Margarita River Watershed Watermaster Steering Committee	Rancho California Water District	Hamilton	N/A
August	12	SDCWA Special Board Meeting	SDCWA	GM	N/A
August	16	LAFCO Ad Hoc Meeting	County Admin Center, Room 302–10:00 a.m.	(As Advised by GM)	N/A
August	19	CSDA – San Diego Chapter	The Butcher Shop – 6:00 p.m. 5255 Kearny Villa Road San Diego, CA 92123	Mack	N/A

* To Be Announced

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING					
DATE	2021	MEETING	LOCATION	ATTENDEES	POST
August	*	San Luis Rey Watershed Council	Pala Administration Building 1:00 p.m.	Appointed Director	N/A
August	2	LAFCO	County Admin. Center Room 302 9:00 am	As Advised by GM	N/A
August	4	Engineering & Operations Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	7/28
August	5	Communications & Customer Service Committee Mtg.	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	7/28
August	10	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	7/28
August	17	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
August	17	SDCWA Member Agency Managers Meeting	SDCWA, San Diego 9:00 a.m.	General Manager	N/A
August	20	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A
August	24	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	8/17
August	25	North County Work Group (NCWG)	Rincon Del Diablo, Escondido 7:30 a.m.	General Manager	N/A
August	26	SDCWA Full Board Meeting	SDCWA Board Room, 3-5 p.m.	General Manager	N/A

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

- **CHANGES – ADDITIONS - DELETIONS:**

~NOTE~ Some or all the meetings listed may be held in person as well as via teleconference, video conference, or cancelled due to current COVID-19 restrictions. Please contact the District with any inquiries.

Rainbow seems to honor the Brown Act in not requiring makers of public comments in public meetings to identify themselves; I am assuming that extends to virtual meetings.

At the May board meeting , ratepayer Monday asked some questions about ag water discounts. I'm not sure his questions were answered. That program is run through SDCWA. And in order to participate, ag customers (and I am not one) ^{MUST} agree not to receive water from emergency supplies. I will take less than 3 minutes.

The value of the desal plant which RMWD supported at its inception was minimized. Why? Because we would not have access under detachment?

MWD's "millions of gallons" stored in Lake Mead were touted as a safety net in the event of detachment . How reliable that is in view of the dangerously low level of the lake and the increasing demands of the entities entitled to that water remains a question.

A friend invited me to audit the May meeting of the Budget and Finance Committee. I thought we had reached a different group. It sounded like a PR conference on recommending to the board how to placate the ratepayers by minimizing rate increases while addressing only 80% of the needs of the Capital Improvement Plan. . One would expect that the financial brain power of the district would address funding infrastructure as a priority (the sinancial impact is obvious) and seek a way to fund more of it. Has anyone considered the value of an austerity plan in which not only ratepayers but thye board and senio0r staff participate? The ratepayers do not need PR strategies. We need solutions to our crumbling infrastructure and the damage it does to our properties.

RECEIVED
JUN 28 2021
By: *Quidrose*

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

Operations Report for June 2021

DESCRIPTION

Activities for Operations & Maintenance Division

CONSTRUCTION & MAINTENANCE DEPARTMENT:

	Repairs	Installations	Leaks
Mainline	2		2
Service	1		1
Hydrants			
Valves		12	
Meters			
Blow-Offs		1	
Air Vacs			
Annual Totals	29	69 (2120')	20

- Assisted with Water Service Upgrade Project (WSUP).
- Worked on Pala Lake North Pressure Reducing Station (75% complete)
- Finished and tied in Rainbow Heights/Cal Fire (100% complete minus paving).
- Experimented with Primus Liner.
- Potholed gas at 76 and Olive Hill with the help of Sewer.
- Graded and prepared Moonridge PRV for Rainbow Heights Pump Station Shutdown.
- Assisted Warehouse with Inventory.

WATER OPERATIONS AND VALVE MAINTENANCE DEPARTMENT:

Water Operations:

- Collected quarterly THM and HAA5 samples.
- Morro ammonia injection quills installed, and Prominent analyzers mounted in injection building for chloramination.
- All (9) CP Crowley mixers with panels in full operation.

- Performed (0) fire flow tests. **Total for year (3)**
- Collected all tank/reservoirs nitrification samples.
- Performed routine maintenance/rebuilding on (3) pressure station CLA VAL's.
- Performed maintenance/rebuild on Rainbow Hills pump station pump A control valve.

Valve Maintenance:

Monthly Totals	Valves (Distribution)	Appurtenance Valves	Annual Totals
Exercised	54	64	653
Inoperable	2	8	43
Repaired	0	0	0
Replaced	0	0	3
Installed	0	0	0

Valve Maintenance completed and/or oversaw the following:

- 245 utility locates completed- **Annual Total (1040)**.
- Assisted with (7) shutdowns- **Annual Total (42)**.
- Raised (0) fire hydrants (installed breakaway spools).
- Replaced (3) air/vacs (0) wharf heads (1) Fire hydrants (0) gate valve.
- Painted 28 appurtenances- **Annual Total (429)**.
- Assisted with construction with 7 shutdowns.

METERS DEPARTMENT:

WSUP:

- Water Service Upgrade Project is **61%** complete.
- Concord is working in route 22, 49, and 04.
- 5,362 meters have been replaced by Concord.

Backflows:

- **132 backflows** were tested last month and **2,925** backflow inspections completed so far this year.

Customer Service Requests:

- **242** total resolved Service Requests for the month of June.
- **598** total resolved Check Bills for the month of June.
- **5,355** Year to date total Service Requests/ check bills.

WASTEWATER DEPARTMENT:

Monthly, Semi Annual and Annual Reports: California Integrated Water Quality System (CIWQS): Confirmation # 2601543 Reported "No Spill Report" for Month: June 2021.

Customer Service:

May 24,2021 – Private sewer overflow 2165 Puerto Del Mundo. Responded not active release advised homeowner to call a plumber and have remote sewer lateral cleaned.

Lift Stations:

EAM # 192055 – Annual pump PM services (3) pumps. Contracted B&C crane services in using crane in removing pumps from wet well.

Wastewater Annual generator PM services – Old River Road, Golf Club, Fallbrook Oaks -Plant, Rancho Viejo, ancho Monserate and Horsecreek lift stations.

Wastewater – Quarterly electric megging (pumps and motors) Old River Road, Golf Club, Fallbrook Oaks -Plant, Rancho Viejo, ancho Monserate and Horsecreek lift stations

Collection System:


EAM # 186967 – Golf club wet well rehabilitation 6-29-2021-6-30-2021. Rainbow mwd set up 1,000’ of 6” lay flat sewer hose. Installed 2 portable sewer pumps in keeping wastewater flowing during wet well repairs. Traffic control directing traffic flow. Job completed.

Projects:

North River Road Phase III manhole and frame and cover repairs.

Mutual Aid: Month of June 2021

- Ayala Engineering: Golf Club Dr. wet well
- Safe T Lite: Golf Club Dr
- Rain for Rent: Golf Club Dr
- B & C – Crane services – Horsecreek lift station.
- Haaker: Portable sewer easement jetter



 Robert Gutierrez 7/27/2021
 Operations Manager

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

Engineering Report for June 2021

DESCRIPTION

CAPITAL PROJECTS:

Dentro De Lomas Road Repair (Kirk Paving): The Dentro De Lomas construction was completed and will be considered by the Board of Directors for acceptance at the August 2021 Board Meeting.

Hutton and Turner Pump Stations (Hoch Consulting): The Consultant is working on the preliminary design for both sites. A survey was completed of the Hutton site and a legal description and plat map has been completed in preparation for the easement acquisition. Additionally, an appraisal of the Hutton site was completed in May 2021; however, it is being revised by the appraiser and scheduled to be completed in July 2021. Preliminary reports indicate a suitable site therefore, the survey, legal description and appraisal are moving forward. The appraisal is expected to take 90 days to complete. Geotechnical investigation was conducted at the Turner site and preliminary reports indicate a suitable site. The Turner site is also scheduled to be appraised in late-July or early-August.

Quiet Title: District staff is working with Legal Counsel on this project. In early June 2021, the Court entered our Default Judgement without a hearing or any further action. Counsel secured a certified copy of the Judgement which is necessary for recordation and has recorded it with the County. KDM Meridian is scheduled to finalize the Record of Survey with the County which is the final step in this process.

Morro Reservoir Disinfection System Upgrade (Stevie-D-Services): District staff are completing site modifications to incorporate modified Ammonia and Chlorine injection equipment and the consultant is working on the SCADA programming to use the modified Ammonia and Chlorine injection. The work is ongoing, and start-up of the system is scheduled for July 9, 2021.

Morro Reservoir Mixing System (CPC Systems): All nine (9) mixers are installed and functioning in the reservoir. Staff is in the process of closing out the project. The two (2) remaining electrical panels were installed and the system was operational in mid-June 2021.

North River Road Sewer Pipe Lining (Southwest Corporation): The North River Road Sewer Pipe Lining construction was completed and will be considered by the Board of Directors for acceptance at the July 2021 Board Meeting. The warranty will be extended to two (2) years from the notice of completion.

North River Road Sewer Manhole Rehabilitation (Sancon): District staff are coordinating with the contractor to process a change order to delete the manhole frame and covers procurement from the project and extend the completion date to October 31, 2021, due to COVID related material delivery delays.

Pressure Reducing Station Projects: Installation of two pressure reducing stations at the Pala Mesa Resort commenced during the month of May 2021. The pressure reducing station at Canonita Drive and Pala Lake Drive was installed in June 2021. The second pressure reducing station at Pala Lake South is scheduled to

start by late August 2021.

Programmatic Environmental Impact Report (Helix Env.): A public presentation known as a scoping meeting was conducted on June 16, 2021, at 12:00 p.m. via zoom. Comment letters were received by different stakeholders and will be addressed during the development of the Draft Programmatic Environmental Impact Report.

Rainbow Heights Pump Station Replacement (Orion Construction Corp): The contractor has started construction and is expected to begin testing in early September 2021. Contractor was delayed due to unexpected SDG&E requirements that are currently in process for resolution. The SDG&E shutdown to start the pump station work cannot be scheduled until these issues are resolved.

Rainbow Heights Road Pipe Installation – Cal Fire Camp: District crews installed approximately 2,000 linear feet of 8-inch PVC water line and four (4) fire hydrants towards the end of Rainbow Heights Road to extend the District's existing water line closer to Cal-Campfire. The majority of punch list items have been completed; however, road repair work is scheduled to be completed by August 2021.

Rainbow Valley Blvd. Cathodic Protection (Corrpro, Co., Inc): The project is for design services for cathodic protection of the water line starting at Rainbow Heights Pump Station to Rainbow Hills Pump Station along 8th Street, Rainbow Valley Road, and Frontage Road. Final design plans were completed in June 2021. District staff is working on putting together the bid package that will then be provided to the Engineering and Operations Committee for review in August 2021.

Rice Canyon Tank 18-Inch Transmission Line (Dexter Wilson Eng.): Final design is under review by District staff. The District has entered a Participation Agreement with Tri Pointe Homes which outlines the responsibilities of both the Developer and the District for construction of the water main and reimbursement. Bids are scheduled to be received and opened on July 15, 2021.

Thoroughbred and Schoolhouse Lift Stations (Kennedy Jenks Assoc.): Consultant is moving forward with design of the following: 1. Thoroughbred Lift Station, 2. Force Main from Thoroughbred Lift Station to Old River Road, 3. Olive Hill Road Gravity Main Improvements (appurtenant to Lift Station), and 4. Upsize of existing Sewer Line along Highway 76. The final design will be submitted to the District in July 2021. The preparation of legal description and plat maps in support of easement acquisition was completed at the end of June 2021 with the exception of one proposed easement that requires additional research.

Urban Water Management Plan (Brown & Caldwell): The District is required to update its 2015 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) to meet California Water Code every 5-years. The District hired Brown and Caldwell to help prepare both plans. The WSCP and UWMP were both approved after holding a public hearing at the May 2021 Board Meeting. Both documents were submitted to the Department of Water Resources in June 2021. A no cost time extension change order to extend the Brown and Caldwell professional services agreement will be completed in July 2021. The change order is needed should there be any technical comments from Department of Water Resources on the reports.

Wilt Road Pipeline Project (Omnis): The District executed an assignment letter with Omnis for the design of a 14-inch new water line. This water line consists of approximately 6,000 linear feet of 14-inch PVC in Wilt Road beginning at the intersection of Wilt Road and Canonita Drive along Wilt Road and Peony Drive to the intersection of Peony Drive and Citrus Drive. Design work commenced in June 2021 and is scheduled to be completed in October 2021

MAJOR DEVELOPER PROJECTS:

Bonsall Oaks (formally Polo Club): 165 SFR / 59.9 EDUs – A third amendment to the unrecorded joint agreement to improve major subdivision Tract No. 4736-1 was made and entered on July 28, 2020 between the Developer, County of San Diego and the District. District staff are completing several plan reviews for the Developer.

Fairview-Lilac Del Cielo (Bonsall LLC): 73 Units / 77.8 Sewer EDUs – The developer paid 50% of the sewer connection fees and the agreement is effective for five years from the date of execution (12/31/24). The contractor is on site constructing water and sewer infrastructure. The SCIP was executed on May 12, 2021, which allows the developer to be reimbursed from bond proceeds for water and sewer capacity fees. The Developer has purchased 51 meters to date. The contractor has tested water and sewer for half of the project. All work thus far has been inspected and signed off by the District's Senior Inspector.

Golf Green Estates (Development Solutions): 94 SFR / 120.3 Sewer EDUs – This project is located across from Bonsall Elementary School on Old River Road. Staff prepared a punch list and the Contractor is working to complete items on the punch list. All water meters have been purchased - 97. Staff is working with the Developer on final inspections and project closeout logistics.

Horse Creek Ridge (D.R. Horton): 627 SFR/MF, 430 Water Meters (Reduced by 124 Water Meters) / 723.9 Sewer EDUs – On Highway 76 and Horse Ranch Creek Road. Currently inspecting meter installs, meter releases and sewer connections. All water meters have been purchased - 430. Staff is working with the Developer on final inspections and project closeout. Staff continues to review various CFD reimbursement packages submitted by the developer.

Horse Creek Ridge Unit 6R5 Promontory (Richmond American Homes): 116 Units, 124 Water Meters (includes irrigation plus 3 SF meters purchased by DRH) / 169.5 Sewer EDUs - On Highway 76 and Horse Ranch Creek Road. D.R. Horton, master developer of HCR sold Unit 6-R5, 124 lots, Promontory Subdivision to Richmond American Homes. Currently the sewer EDUs are covered under an agreement with D.R. Horton. The District's Senior Inspector is inspecting meter installs, meter releases and sewer connections. All water meters have been purchased - 116.

Malabar Ranch (Davidson Communities): 31 SFR / 29 EDUs - On Via Monserate / La Canada. There are 17 out of 31 homes built. Developer needs to complete the waterline relocation and punch list items.

Citro (Tri Pointe) (formally Meadowood by Pardee Homes): Approximately 850 Units / 501 SFR - On Pala Road/Horse Ranch Creek Road. The developer is grading the project now. The Board has entered into an Out of Agency Service Agreement with the Developer. The LAFCO Commission voted unanimously to approve the annexation of the Development on May 3, 2021. District staff has completed plan reviews for improvements in Horse Ranch Creek Road, Planning Area 1, Planning Area 3, Planning Area 4, Planning Area 5A, Planning Area 5B, and the Final Map. Plan Reviews continue for Planning Area 5C. The contractor is onsite constructing water and sewer infrastructure. The Developer has purchased 17 meters to date.

Ocean Breeze Ranch: The District completed the review of the revised water and sewer system analysis reports, conditions of approval, and improvement plans in December 2020. District staff also reviewed an exhibit showing a Utility Conflict and provided comments in January 2021. The Developer needs to address comments before water and sewer improvement plans will be approved.

Pala Mesa Highlands (Beazer Homes): 124 SFR / 160.2 Sewer EDUs – On Old Highway 395. One of the required Pressure Reducing Stations has not yet been installed. Currently inspecting meter installs, meter releases and sewer connections. All the water meters have been purchased for this Development, a total of 129.

AS-NEEDED CONTRACT EXPENDITURES REPORT

JUNE 2021

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
Title: As-Needed Land Surveying Services Firm: Johnson-Frank & Assoc. Expires: 8/29/2022* (C#18-16) *One year extension.	NON-CIP	2019-01	Closed	5/14/2019	Topography - Dentre De Lomas Road repair.		\$ 5,115.40	\$ 5,115.40	
	NON-CIP	2019-02	Closed	8/6/2019	Easement review - McDowell / Mead.		\$ 4,100.00	\$ 1,404.25	
	NON-CIP	2020-03	Closed	9/19/2020	Survey & Reset Monument on Los Alisos Lane.		\$ 6,079.00	\$ 4,297.76	
	NON-CIP	2021-04	Open	5/3/2021	Prepare Plat Map - Thoroughbred Lift Station		\$ 11,592.00		
						\$ 50,000.00	\$ 26,886.40	\$ 10,817.41	\$ 39,182.59
Title: As-Needed Land Surveying Services Firm: KDM Meridian, Inc. Expires: 8/29/2022* (C#18-14) *One year extension.	NON-CIP	2018-01	Closed	9/11/2018	Stake easement on Morro Hills due to 20" watermain failure.		\$ 7,280.00	\$ 7,278.75	
	CIP	2019-02	Closed	1/9/2019	RMWD "Base Map" to perform in-house design of proposed water facilities on Via Ararat.		\$ 5,800.00	\$ 5,800.00	
	CIP	2019-03	Cancelled	---	Assignment Cancelled - 4 PTR Plottable Easements.		\$ -	\$ -	
	CIP	2019-04	Closed	4/24/2019	Stake easement on Gird Road for construction project.		\$ 5,400.00	\$ 5,400.00	
	CIP	2019-05	Closed	6/18/2019	Legal and Plat for Campbell - Via Ararat.		\$ 1,195.00	\$ 1,195.00	
	NON-CIP	2019-06	Closed	10/24/2019	Stake easement on Via Oeste Drive and Laketree Drive.		\$ 10,900.00	\$ 7,725.00	
	CIP	2019-07	Closed	11/8/2019	Easements for new PS on W. Liliac/Via Ararat.		\$ 4,100.00	\$ 1,100.00	
	NON-CIP	2020-08	Closed	4/6/2020	Linda Vista Drive - Mainline Break.		\$ 5,563.00	\$ 5,562.50	
	CIP	2020-09	Closed	4/6/2020	Gird Road - Winery easement analysis and exhibit.		\$ 7,680.00	\$ 6,900.00	
	CIP	2020-10	Closed	9/1/2020	Additional Gird Road - Winery easement analysis and new exhibit.		\$ 5,320.00	\$ 5,320.00	
	CIP	2020-11	Closed	11/6/2020	Easement for Hialeah PRS - Via De La Reina.		\$ 3,990.00	\$ 2,545.00	
	NON-CIP	2020-12	Closed	12/3/2020	Stake easement - Winterhaven Court		\$ 4,490.00	\$ 3,527.50	
	NON-CIP	2020-13	Closed	12/16/2020	Legal and Plat for Gird Road - Winery.		\$ 5,460.00	\$ 5,460.00	
	CIP	2021-14	Closed	1/29/2021	Survey & staking of easements - Rancho Amigos. Auth \$815 over.		\$ 7,530.00	\$ 8,345.00	
CIP	2021-15	Open	5/27/2021	Survey & staking of easement - Hutton Pump Station.		\$ 5,665.00			
						\$ 150,000.00	\$ 80,373.00	\$ 66,158.75	\$ 83,841.25
Title: As-Needed Land Surveying Services Firm: Right-of-Way Eng. Expires: 8/29/2022* (C#18-15) *One year extension.	NON-CIP	2019-00A	Closed	5/15/2019	Title Reports, Legals & Plats - Los Sicomoros.		\$ 7,705.00	\$ 7,705.00	
	NON-CIP	2019-00B	Closed	6/18/2019	Adams Property Easement - Ranger Road.		\$ 1,885.00	\$ 1,885.00	
	CIP	2019-00C	Closed	6/30/2019	Pardee Easement - North River.		\$ 2,875.00	\$ 2,875.00	
	NON-CIP	2019-01	Closed	6/19/2019	Easement Survey - Grove View Road.		\$ 4,220.00	\$ 3,285.00	
	CIP	2019-02	Closed	10/3/2019	Easement Survey - Pala Mesa/Tecalote/Fire Rd/Pala Lake.		\$ 15,640.00	\$ 15,451.30	
	CIP	2019-03	Closed	11/6/2019	Easement Survey - Moosa Creek Pump Station. Restake and reconfigure easement authorized additional \$525.		\$ 5,675.20	\$ 5,675.20	
CIP	2020-04	Closed	2/19/2020	Lemonwood Easement Location.		\$ 5,370.00	\$ 4,390.00		
CIP	2020-05	Closed	6/9/2020	Easement Survey - Hutton Pump Station.		\$ 5,687.50	\$ 4,577.50		

AS-NEEDED CONTRACT EXPENDITURES REPORT

JUNE 2021

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
	CIP	2020-06	Closed	7/30/2020	Easement Survey - Rainbow Heights Rd - Calfire Camp Site .		\$ 5,756.00	\$ 4,177.60	
	CIP	2020-07	Closed	8/26/2020	Easement Survey - RHR - Calfire Camp Site Additional Services.		\$ 2,276.00	\$ -	
	CIP	2020-08	Closed	10/19/2020	Easement Survey - OHE Rancho Del Caballo.		\$ 1,620.00	\$ 1,445.00	
	CIP	2020-09	Closed	11/3/2020	Easement Survey - Rainbow Heights Rd. Westside - Calfire Camp Site.		\$ 11,521.00	\$ 8,449.20	
	CIP	2021-10	Open	1/11/2021	Topographic Survey - Rainbow Heights Road		\$ 8,820.00	\$ 8,525.00	
	CIP	2021-11	Open	1/19/2021	Easement Survey - Skycrest Drive.		\$ 7,710.00	\$ 4,162.60	
	CIP	2021-12	Open	2/4/2021	Easement Survey, Legal Desc./Plat Map - Camino Del Cielo.		\$ 5,490.00	\$ 4,985.00	
	CIP	2021-13	Closed	2/23/2021	Easement Survey/County ROW Marking, Topo Map - Camino Del Cielo.		\$ 2,320.00	\$ 2,320.00	
	CIP	2021-14	Open	2/23/2021	Easement Survey - Skycrest Drive.		\$ 4,720.00	\$ 795.00	
					CO-01 for \$50K BoD 5/26/20, CO-02 for \$50K BoD 6/22/21.	\$ 150,000.00	\$ 99,290.70	\$ 80,703.40	\$ 69,296.60
Title: As-Needed Civil Engineering Services	Both	2019-01	Closed	12/18/2019	PRS and other Schematic Design/Drafting Services.		\$ 10,000.00	\$ 7,527.50	
Firm: Dudek	CIP	2020-02	Closed	8/5/2020	Design of Hutton Pump Station Site - Assignment Cancelled.		\$ 1,787.50	\$ 1,787.50	
Expires: 6/25/2022 (C# 19-16)									
					CO-01 for (\$100K) BoD 6/22/21.	\$ 50,000.00	\$ 11,787.50	\$ 9,315.00	\$ 40,685.00
Title: As-Needed Civil Engineering Services	NON-CIP	2019-01	Closed	7/16/2019	PS&E Pavement Repair - Dentre De Lomas.		\$ 8,890.00	\$ 8,890.00	
Firm: Omnis Consulting, Inc.	CIP	2019-02	Closed	8/1/2019	Olive Hill Estates Transmission Water Main.		\$ 73,700.00	\$ 73,700.00	
Expires: 7/01/2022 (C#19-17)	CIP	2019-03	Closed	10/14/2019	Vista Valley Retaining Wall Design.		\$ 23,495.00	\$ 23,040.67	
	CIP	2019-04	Closed	12/3/2019	Sarah Ann to Gird Road Force Main Replacement.		\$ 22,790.00	\$ 22,790.00	
	CIP	2020-05	Closed	3/24/2020	Gird Road Water Main Upsize.		\$ 21,120.00	\$ 21,120.00	
	CIP	2020-06	Open	8/5/2020	Caltrans Encroachment Permit Renewal.		\$ 6,410.00	\$ 3,090.00	
	NON-CIP	2020-07	Open	10/14/2020	Standard Drawing - CAD Updates.		\$ 4,400.00	\$ -	
	NON-CIP	2020-08	Closed	10/29/2020	PEIR Pipe Alignment Analysis.		\$ 19,920.00	\$ 19,920.00	
	CIP	2021-09	Open	4/19/2021	Sarah Ann Waterline Replacement.		\$ 6,800.00	\$ -	
	CIP	2021-10	Open	4/19/2021	Rainbow Water Quality Improvement Relocation Design.		\$ 13,900.00	\$ -	
	CIP	2021-11	Open	6/9/2021	Wilt Road Water Pipeline Design.		\$ 45,905.00	\$ -	
					CO-01 for \$150K BoD 6/23/20.	\$ 300,000.00	\$ 247,330.00	\$ 172,550.67	\$ 127,449.33
Title: As-Needed Civil Engineering Services	CIP	2019-01	Open	12/18/2019	Live Oak Park Road Bridge Crossing.		\$ 42,020.00	\$ 30,685.00	
Firm: HydroScience Eng., Inc.									
Expires: 6/25/2022 (C#19-18)									
					CO-01 for (\$40K) BoD 6/22/21.	\$ 110,000.00	\$ 42,020.00	\$ 30,685.00	\$ 79,315.00

AS-NEEDED CONTRACT EXPENDITURES REPORT

JUNE 2021

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
Title: As-Needed Real Estate Appraisal Services Firm: Anderson & Brabant, Inc. Expires: 6/25/2022 (C# 19-19)	CIP	2019-01	Closed	9/19/2019	North River Rd Easement Appraisal.		\$ 3,500.00	\$ 3,500.00	
	CIP	2020-02	Closed	2/19/2020	PRS Fire Road Appraisal.		\$ 7,500.00	\$ 7,500.00	
	CIP	2021-03	Closed	4/28/2021	Hutton Pump Station Site Appraisal.		\$ 4,000.00	\$ 4,000.00	
					CO-01 for \$20K BoD 6/22/21.	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00
Title: As-Needed Real Estate Appraisal Services Firm: ARENS Group, Inc. Expires: 6/11/22 (C# 19-20)	NON-CIP	2019-01	Closed	7/15/2019	Bonsall Reservoir Appraisal (to include rent value).		\$ 3,050.00	\$ 3,050.00	
	CIP	2020-02	Closed	1/7/2020	Moosa Creek Pump Station Easement Appraisal.		\$ 5,350.00	\$ 6,542.50	
	CIP	2020-03	Closed	1/7/2020	Hutton Pump Station Easement Appraisal.		\$ 3,400.00	\$ 3,400.00	
					CO-01 for \$20K BoD 6/22/21.	\$ 40,000.00	\$ 11,800.00	\$ 12,992.50	\$ 27,007.50
Title: As-Needed Geotechnical Services Firm: Leighton Consulting, Inc. Expires: 11/13/2022 (C# 19-39)	CIP	2020-01	Closed	6/25/2020	Rainbow Heights Pump Station geotechnical exploration.		\$ 8,630.00	\$ 8,484.20	
	CIP	2021-02	Open	4/15/2021	Turner Pump Station geotechnical exploration.		\$ 14,300.00	\$ -	
	CIP	2021-03	Open	5/15/2021	Hutton Pump Station geotechnical exploration.		\$ 8,450.00	\$ -	
						\$ 100,000.00	\$ 31,380.00	\$ 8,484.20	\$ 91,515.80
Title: As-Needed Geotechnical Services Firm: Ninyo & Moore G.E.S. Expires: 11/1/2022 (C# 19-40)	NON-CIP	2020-01	Closed	3/26/2020	Dentro De Lomas - Geotech observation & material testing. Proj. #2		\$ 6,518.00	\$ 1,369.00	
		2020-02	Closed	8/6/2020	Vista Valley Villas PRS geotech observation & material testing.		\$ 10,235.00	\$ 7,136.00	
		2021-03	Open	5/6/2021	Dentro De Lomas - Geotech observation & material testing. Proj. #1		\$ 6,097.00	\$ -	
						\$ 100,000.00	\$ 22,850.00	\$ 8,505.00	\$ 91,495.00
Title: As-Needed Geotechnical Services Firm: ATLAS (SCST, LLC) Expires: 11/20/2022 (C# 19-41)	CIP	2020-01	Closed	7/7/2020	Olive Hills Estates Trans. Main geotech observation/field test.		\$ 36,619.00	\$ 17,563.00	
							\$ 100,000.00	\$ 36,619.00	\$ 17,563.00
Title: As-Needed Construction Management & Insp. Services Firm: Harris & Associates Expires: 1/28/2023 (C# 20-01)	CIP	2020-01	Closed	3/13/2020	CM Support Services for the WSUP.		\$ 100,000.00	\$ 99,972.50	
	CIP	2020-02	Closed	4/7/2020	Constructability design review of PUP-1.		\$ 6,270.00	\$ 5,280.00	
	NON-CIP	2020-03	Open	4/21/2020	Sewer North River Road - Emergency Repair.		\$ 11,000.00	\$ 4,389.33	
	CIP	2020-04	Open	9/21/2020	District Wide Inspection Services.		\$ 20,000.00	\$ 9,751.73	
					CO-01 for \$20K BoD 6/22/21.	\$ 170,000.00	\$ 137,270.00	\$ 119,393.56	\$ 50,606.44
Title: As-Needed Construction Management & Insp. Services Firm: Reilly Construction Mnmt. Expires: 1/28/23 (C# 20-02)							\$ -	\$ -	
							\$ -	\$ -	
					CO-01 for (\$100K) BoD 6/22/21.	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
JUNE 2021**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
Title: As-Needed Environmental Services Firm: Helix Environmental Expires: 2/25/2023 (C# 20-03)	CIP	2020-01	Closed	5/13/2020	Pipeline Upgrade Project - Disney Lane - Cultural/ Biological Evals.		\$ 9,148.00	\$ 5,804.56	
	CIP	2020-02	Closed	5/13/2020	Pipeline Upgrade Project - Via Vera - Cultural/Biological Evals.		\$ 9,155.00	\$ 4,446.37	
	CIP	2020-03	Closed	5/14/2020	Pipeline Upgrade Project - Hutton Pump Station - Cultural/Biological Evals.		\$ 13,209.00	\$ 6,793.54	
	CIP	2020-04	Closed	5/14/2020	Pipeline Upgrade Project - Turner Pump Station - Cultural/Biological Evals.		\$ 13,209.00	\$ 7,683.26	
	CIP	2020-05	Closed	7/16/2020	North River Road Sewer Points Repair - Biological Survey.		\$ 3,900.00	\$ 3,136.05	
	CIP	2020-06	Open	9/10/2020	Gopher Canyon Water Pipeline Impv. Project - CEQA ISMND.		\$ 34,695.00	\$ 31,363.46	
	CIP	2021-07	Open	3/25/2021	Rainbow Heights Pipe Installation - Bird Survey.		\$ 5,000.00	\$ 808.80	
	CIP	2021-08	Open	5/21/2021	RMWD HQ - Biological Survey & Buffer Mapping.		\$ 11,684.00	\$ -	
					CO-01 for \$110K BoD 6/22/21.	\$ 210,000.00	\$ 100,000.00	\$ 60,036.04	\$ 149,963.96
Title: As-Needed Environmental Services Firm: Rincon Consultants Expires: 2/25/2023 (C# 20-04)	CIP	20-01	Closed	11/6/2020	Rainbow Heights Road Transmission Main Biological Survey.		\$ 3,240.00	\$ 3,234.75	
					CO-01 for (\$15K) BoD 6/22/21.	\$ 85,000.00	\$ 3,240.00	\$ 3,234.75	\$ 81,765.25
Title: As-Needed Environmental Services Firm: Michael Baker International Expires: 3/24/2023 (C# 20-05)							\$ -	\$ -	
					CO-01 for (\$15K) BoD 6/22/21.	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00
						Total Authorized	Total Encumbrance	Total Expended	
						\$ 1,790,000	\$ 865,847	\$ 615,439	



**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
JUNE 2021**

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	5,166.92 *
EDUs Unconnected/Committed	990.42
Total EDUs Available for Purchase:	1,699.33

DEVELOPMENTS WITH UNCONNECTED/COMMITTED EDUs	EDUs	CAPACITY FEES PAID/CREDIT
Bonsall Oaks (Polo Club) - 165 Lots	59.85	\$ 1,038,336
Citro (fka Meadowood) - 743 EDUs Appx.**	743.00	\$ 10,500,000
Fairview (Lilac Del Cielo) - 77.8 EDUs***	77.80	\$ 1,098,998
Passarelle (HRC Commercial) - 96.57 EDUs	96.57	\$ -
Others (5 or less)	13.20	\$ 216,101
TOTAL UNCONNECTED:	990.42	\$ 12,853,435

*There is a delay between connections and new account activations.

**CITRO Annexation Agreement 4/30/20 - Sewer Capacity \$10.5M to be paid by the CFD. 185 EDUs are committed.

***Fairview paid initial 50% of Sewer Capacity Fee. Remaining 50% to be credited by SCIP 5/12/21. 39.8 EDUs are committed.

BOARD OF DIRECTORS

JULY 27, 2021

SUBJECT

HUMAN RESOURCES REPORT FOR JUNE/JULY 2021

DESCRIPTION

Personnel changes, human resources activities, and safety report for JUNE/JULY 2021

STAFF UPDATES:

- Resignations-
 - Mark Wilson, Meters Services Supervisor (July 2, 2021)
 - Chris Hoelscher, Cross Connection Control and Backflow Specialist (July 2, 2021)
 - Alex Dagondon, Utility Worker I – Construction (July 16, 2021)
 - Jesus Hernandez, Utility Worker II – Meters (July 16, 2021)

***All resignations were due to new opportunities with either higher pay, better work/life balance, or more perceived long-term career opportunities at other water agencies.*
- Regular Full-Time Opportunities
 - Our existing Temporary Utility Workers were offered regular full-time roles. (Floyd Graves in Meters; Danny Montes and Raheem Stephens in Construction)

RECRUITMENT:

- **Project Manager:** Amanda Parra, new CIP Project Manager’s first day is Monday, July 26, 2021.
- We are currently in active recruitment for the following positions:
 - Cross Connection Control and Backflow Specialist
 - Meters Services Supervisor
 - TEMP- Utility Worker 1- WSUP Project (multiple openings)

COIN AWARDS:

Coin Recognition	Employee	Department	Coin Nomination
Professionalism Honorable Mention	Esaud Lagunas Malik Tamimi	Finance	Customer Email from: Kathy McSorley & Charlie Braden : Dear Mr. Kennedy: From the moment we were first approached by Malik the project manager, the experience has been a positive one. He treated us with respect and understanding. He went over and above to explain the need for the water project. Also, if we had any questions, he always was there to promptly answer them. Esa, his team member also was there to explain each detail of the the project as it was being completed, and made sure that we had minimum inconveniences, and very little disruption of our water supply, in which we appreciate. Both Malik and Esa took the time to address the concerns of some neighbors that had nothing to do with the project. In closing I would like to say Rainbow Municipal Water District is well represented by Malik and Esa.

RISK MANAGEMENT:

Incidents

There were no lost time or modified duty due to a work-related incident.

Safety Training

Vector Solutions online training: 8 completions for the June training period 2021

Future planning to increase safety awareness throughout the district to include:

COVID Prevent Planning
EOC Tabletop

Claims in Progress/Completed

Tailgate/ Office Safety Trainings

Heat Illness Identification and Prevention



Karleen Harp, COSM
Human Resources Manager

7/27/2021



RESIDENTS AND CUSTOMERS
OF RAINBOW MUNICIPAL WATER DISTRICT

ELECTED BOARD OF DIRECTORS



DIVISION 1 DIRECTOR:
PAM MOSS
BOARD SECRETARY



DIVISION 2 DIRECTOR:
HAYDEN HAMILTON
BOARD PRESIDENT



DIVISION 3 DIRECTOR:
MIGUEL GASCA
BOARD VICE PRESIDENT



DIVISION 4 DIRECTOR
CARL RINDFLEISCH



DIVISION 5 DIRECTOR:
MICHAEL MACK



GENERAL MANAGER
TOM KENNEDY



EXECUTIVE ASSISTANT
DAWN WASHBURN

DEPARTMENT MANAGERS



**HUMAN RESOURCES
MANAGER**
KARLEEN HARP



**INFORMATION
TECHNOLOGY MANAGER**
AHMED KHATTAB



OPERATIONS MANAGER
ROBERT GUTIERREZ



FINANCE MANAGER
TRACY LARGENT, CPA



**ENGINEERING & CIP
MANAGER**
CHAD WILLIAMS

**RISK MANAGEMENT
OFFICER**

**HUMAN RESOURCES
ASSISTANT**
PART-TIME

**INFORMATION SYSTEMS
SPECIALIST**

**TECHNICAL SERVICES
TEAM LEAD**
ELECTRONIC /
ELECTRICAL TECHNICIAN

**WASTER OPERATIONS
DIVISION**

**CONSTRUCTION &
MAINTENANCE DIVISION**

**METER SERVICES
DIVISION**

WASTEWATER DIVISION

FLEET MECHANIC

**SENIOR ACCOUNTANT
BILLING SPECIALIST**

ACCOUNTING SPECIALIST

**PURCHASING &
INVENTORY CONTROL
SPECIALIST**

**DISTRICT SERVICES
REPRESENTATIVE**

**CUSTOMER SERVICE &
COMMUNICATIONS
SUPERVISOR**
CUSTOMER SERVICE
REPRESENTATIVES (4)

ASSOCIATE ENGINEER

PROJECT MANAGERS (2)

**SENIOR ENGINEERING
INSPECTOR**

**ENGINEERING
TECHNICIAN**

OPERATIONS DEPARTMENT LEADERSHIP



**WATER OPERATIONS
SUPERVISOR**
STEVE COFFEY



**CONSTRUCTION &
MAINTENANCE
SUPERVISOR**
ESAUD LAGUNAS



**METER SERVICES
SUPERVISOR**
VACANT



**WASTEWATER
SUPERINTENDENT**
RAMON ZUNIGA

SYSTEM OPERATORS (4)

**CREW LEADER -
VALVE MAINTENANCE**
UTILITY WORKERS -
VALVE MAINTENANCE (2)

**CREW LEADERS -
CONSTRUCTION (2)**

UTILITY WORKERS -
CONSTRUCTION

**CROSS-CONNECTION
CONTROL & BACKFLOW
TECHNICIAN**

UTILITY WORKERS -
METER SERVICES (5)

WATER SERVICE UPGRADE
CREW (2 TEMPS)

**UTILITY WORKERS -
WASTEWATER (3)**

BOARD OF DIRECTORS

July 27, 2021

SUBJECT

FINANCE REPORT FOR JULY 2021

DESCRIPTION

Summary:

FY 2020/2021 Water Sales:

Budgeted 13,500 AF

Actual May FYTD 20/21 14,507 AF

Actual May FYTD 19/20 11,876 AF

Actual May FYTD 18/19 12,845 AF

May FYTD 2020/2021 Budget vs Actual:

For FY 2020/21 (FY21), the board followed the recommendation of staff and committee to budget future sales lower and more in line with the most recent years' trends at 13,500 AF for FY21, with operating expenses being budgeted within this lower operating revenue level as well. We are anticipating sales for FY 21 to be 15,400 AF if current sales trend in the same pattern as the last 2 months of FY20.

Treasury Report:

Interest Revenue for May 2021 was \$18,412 compared to \$20,870 for the prior month. Gains from assets sales were \$5,811 for May 2021. Investment valuation was up \$11 from the prior month.

Water Purchases & Water Sales:

The Five-Year Water Purchases Demand Chart (Attachment D) reports purchases; this data is available in real time. Purchases for the fiscal year ending June 30, 2021 are above the 5-year average.

The Water Sales Summary Report (Attachment E) represents water that was billed to customers, so the data is time delayed in comparison to the Five-Year Water Purchases Demand Chart. Water Loss from meter inaccuracy and breaks is also not included in the Five-Year Demand Chart since this data is from purchases. These two reports will not correlate unless they are both presented for the same date; we provide the purchases report in real time to provide the board with the most current demand information available.

Attachments:

- A. Budget vs Actuals (MAY FYTD21)
- B. Fund Balance & Developer Projections (FY22)
- C. Treasury Report (MAY FY21)
- D. Five-Year Water Purchases Demand Chart (through 06/30/2021)
- E. Water Sales Summary (MAY FY21)
- F. Check Register (MAY FY21)
- G. Directors' Expense Report (MAY FY21)
- H. Credit Card Breakdown (MAY FY21)
- I. RMWD Properties



Tracy Largent, CPA
Finance Manager

July 27, 2021

Statement of Revenues & Expenses Budget vs. Actual

Operating Funds (Water, Wastewater, & General Funds)

May 31, 2021



Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
Operating :						
41110-Water Sales-SF, MF, CM, IS	8,472,310	6,910,167	1,562,143	23%	7,538,364	
41112-Sewer Charges-Established Acct	2,747,071	2,928,434	-181,363	-6%	3,194,655	
42120-Monthly O & M Charges	7,494,393	7,689,307	-194,914	-3%	8,388,335	
42121-Monthly O&M Charges - CWA	4,530,096	4,727,890	-197,794	-4%	5,157,699	
43101-Operating Inc Turn On/Off Fees	0	4,583	-4,583	-100%	5,000	
43106-Operating Inc-Sewer Letter Fee	1,400	917	483	53%	1,000	
41120-Water Sales-Ag-Dom Non Cert	1,200,237	981,341	218,896	22%	1,070,554	
41160-Water Sales-Ag. Non Discount	3,567,579	3,695,514	-127,935	-3%	4,031,470	
41170-Water Sales-Construction	494,467	89,322	405,145	454%	97,442	
41180-Water Sales - Tsawr Com	5,133,086	3,509,323	1,623,763	46%	3,828,353	
41190-Water Sales-Sawr Ag/Dom	3,696,656	4,757,246	-1,060,591	-22%	5,189,723	
42130-Readiness-To-Serve Rev Id#1	278,882	229,167	49,715	22%	250,000	
42140-Pumping Charges	648,744	557,619	91,125	16%	608,312	
-Water Sales	38,264,921	36,080,830	2,184,091	6%	39,360,905	
43100-Operating Inc Oak Crest Service Charges	15,640	21,450	-5,810	-27%	23,400	Oak Crest contract was
43102-Operating Inc Penalty/Int Chgs	610,388	45,833	564,555	1232%	50,000	
43104-Operating Inc. R.P. Charges	221,897	225,193	-3,297	-1%	245,665	
43108-Operating Inc Plan Check Rev.	165,123	50,417	114,706	228%	55,000	
43110-Operating Inc Inspections	25,648	18,333	7,315	40%	20,000	
43111-Operating Inc Install Fees Hyd	4,255	1,833	2,422	132%	2,000	
43114-Operating Inc-Miscellaneous	1,560	6,417	-4,857	-76%	7,000	
43116-New Meter Sales/Install Parts	28,600	36,667	-8,067	-22%	40,000	
43117-Notice Delivery Revenue	-201	4,583	-4,784	-104%	5,000	
-Other Operating Revenue	1,072,910	410,726	662,183	161%	448,065	
42200-Overhead Trs From Water Sewer	7,355,721	7,355,721	0	0%	8,024,423	
-Transfers from Water & Waste Water	7,355,721	7,355,721	0	0%	8,024,423	
REVENUE-Operating Revenue	46,693,552	43,847,277	2,846,275	6%	47,833,393	

Attachment A

Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
50001-Water Purchases	19,834,485	15,611,716	4,222,769	27%	17,030,963	Seasonal
50003-Water In Storage	-180,013	0	-180,013		0	
50005-Ready To Serve Charge	452,656	457,215	-4,560	-1%	498,780	FC estimate for budget
50006-Infrastructure Access Charge	632,794	637,032	-4,238	-1%	694,944	FC estimate for budget
50008-Ag Credit-Sawr	-1,117,519	-925,577	-191,941	21%	-1,009,721	
50010-Customer Service Charge	1,002,261	1,016,697	-14,436	-1%	1,109,124	
50011-Capacity Reservation Charge	382,931	384,940	-2,008	-1%	419,934	FC estimate for budget
50012-Emergency Storage Charge	1,475,823	1,469,765	6,058	0%	1,603,380	FC estimate for budget
50013-Supply Reliability Charge	866,288	895,510	-29,222	-3%	976,920	FC estimate for budget
-Cost of Purchased Water Sold	23,349,706	19,547,297	3,802,408	19%	21,324,324	
56101-Regular Salaries	4,383,422	4,824,412	-440,991	-9%	5,262,995	
56103-Overtime Paid Comptime Earn.	425,943	352,917	73,026	21%	385,000	
56202-Director's Compensation	8,100	12,833	-4,733	-37%	14,000	
56518-Duty Pay	36,150	40,883	-4,733	-12%	44,600	
56520-Deferred Comp-Employer Contrib	121,672	128,777	-7,105	-6%	140,485	
-Salary & Labor Expenses	4,975,287	5,359,823	-384,536	-7%	5,847,080	
56501-Employer's Share FICA SSI	241,962	276,616	-34,654	-13%	301,763	
56502-Employer's Share Medicare	69,468	70,140	-672	-1%	76,516	
56515-Worker's Compensation Ins	158,510	132,586	25,924	20%	144,640	Entire Year Paid in July
56516-State Unemployment Ins E.T.T.	15,491	12,116	3,375	28%	13,217	
-Taxes	485,431	491,458	-6,027	-1%	536,136	
56503-Medical Insurance	870,137	847,959	22,178	3%	925,046	
56504-Dental Insurance	81,881	79,981	1,900	2%	87,252	
56505-Vision Insurance	11,515	10,662	853	8%	11,631	
56506-Life S/T L/T Disability Ins	53,671	50,263	3,408	7%	54,832	
56507-Retirement-CalPERS	477,205	512,588	-35,383	-7%	559,186	
56511-Employee Uniform Allowance	18,070	22,917	-4,847	-21%	25,000	
56512-Employee Training/Tuition Reim	19,065	18,425	640	3%	20,100	
56513-Employee Relations	4,890	13,383	-8,494	-63%	14,600	
56524-Other Post Employment Benefits	15,879	0	15,879		0	
56530-Gasb 68 Pension	552,548	394,167	158,381	40%	430,000	Entire Year Paid in July
-Fringe Benefits	2,104,860	1,950,343	154,517	8%	2,127,647	
52176-Overhead Transfer To Gen Fund	7,355,721	7,355,721	0	0%	8,024,423	
-Transfers	7,355,721	7,355,721	0	0%	8,024,423	
60000-Equipment	22,488	84,333	-61,845	-73%	92,000	

Attachment A

Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
60100-Computers	57,274	93,537	-36,263	-39%	102,040	
63100-Equipment Maintenance	147,840	160,050	-12,210	-8%	174,600	
63102-Equipment Maintenance Contract	35,977	53,373	-17,396	-33%	58,225	
63200-Equipment Rental	82,318	107,250	-24,932	-23%	117,000	
63400-Kitchen Supplies	12,045	12,833	-789	-6%	14,000	
63401-Building Maintenance	151,424	124,850	26,574	21%	136,200	
63404-Backflow Expenses	140,007	137,958	2,048	1%	150,500	
63421-Fuel And Oil	141,821	128,333	13,487	11%	140,000	
63422-Repair Supplies Auto	71,829	64,167	7,662	12%	70,000	
65000-Property/Liability Insurance	401,755	366,667	35,088	10%	400,000	Entire Year Paid in July
65100-District Paid Insurance Claims	156,861	265,833	-108,972	-41%	290,000	
65200-Miscellaneous Expense	7,553	0	7,553		0	
66000-Bad Debt Exp/Billing Adjust'S	137	4,583	-4,446	-97%	5,000	
69000-Postage	40,767	42,625	-1,858	-4%	46,500	
70000-Professional Services	811,108	890,267	-79,158	-9%	971,200	
70100-Annual Audit Services	30,200	32,083	-1,883	-6%	35,000	
70300-Legal Services	422,195	375,833	46,362	12%	410,000	
70400-Bank Service Charges	59,321	45,833	13,488	29%	50,000	
72000-Supplies & Services	1,437,754	1,152,388	285,366	25%	1,257,150	
72001-Right Of Way Expenses	154,702	146,667	8,035	5%	160,000	
72010-Tank Maintenance	416,189	792,458	-376,269	-47%	864,500	
72150-Regulatory Permits	59,543	71,133	-11,591	-16%	77,600	
72200-Books & Resources	2,159	2,108	51	2%	2,300	
72400-Dues & Subscriptions	371,600	563,542	-191,942	-34%	614,773	
72500-Safety Supplies	47,912	70,125	-22,213	-32%	76,500	
72600-Sewer Line Cleaning	53,547	53,167	381	1%	58,000	
72700-Printing & Reproductions	1,536	11,458	-9,923	-87%	12,500	
72702-Public Notices & Advertising	1,156	2,017	-861	-43%	2,200	
72900-Stationary & Office Supplies	3,765	4,583	-818	-18%	5,000	
73000-Small Tools & Equipment	34,376	44,733	-10,357	-23%	48,800	
74000-Communicatons & Phone Bills	10,989	7,792	3,197	41%	8,500	
74100-Phone Bill	86,333	85,250	1,083	1%	93,000	
75300-Travel, Conferences & Training	4,202	35,869	-31,668	-88%	39,130	
75400-Workforce Development	15,835	12,192	3,643	30%	13,300	
75500-Recruitment	12,062	17,233	-5,172	-30%	18,800	

Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
77000-Sewage Treat.-Oceanside Plant	187,962	962,500	-774,538	-80%	1,050,000	
78000-Utilities - Electricity	504,923	533,958	-29,035	-5%	582,500	
78300-Hazardous Waster Material Disposal	4,590	11,000	-6,410	-58%	12,000	
78700-Utilities - Propane	9,312	14,208	-4,897	-34%	15,500	
78900-Trash Pick-Up	8,142	9,854	-1,712	-17%	10,750	
-Other Operating Expenses	6,221,505	7,594,646	-1,373,141	-18%	8,285,068	←
EXPENSE-Operating Expense	44,492,510	42,299,289	2,193,221	5%	46,144,678	
Operating Revenue (Expenses)	2,201,042	1,547,988	653,053	42%	1,688,715	
Non Operating :						
49301-Property Tax Rev. - Ad Valorem	660,052	417,083	242,969	58%	455,000	
-Property Tax Revenue	660,052	417,083	242,969	58%	455,000	
49200-Interest Revenues	1,192	0	1,192			
-Investment Income	1,192	0	1,192			
49050-Revenue Billing Adjustments	16,954	0	16,954		0	
49106-Other Intergovernmental - State	0	2,750	-2,750	-100%	3,000	
49107-Recycling Revenue	12,901	7,333	5,568	76%	8,000	
49108-Non Oper Inc-Rents And Leases	8,415	0	8,415		0	
49109-Miscellaneous Revenue	1,470,227	33,000	1,437,227	4355%	36,000	
49114-Misc Revenue - Eng. Services	6,300	4,583	1,717	37%	5,000	
57050-Expense Billing Adjustments	20,958	0	20,958		0	
57525-Loan Costs	0	0	0			
-Other Nonoperating Revenue/Expense	1,493,839	47,667	1,446,173	3034%	52,000	
-Non Operating Revenue (Expenses)	2,155,084	464,750	1,690,334	364%	507,000	
Debt Service		2,176,925	-2,176,925	-100%	2,374,827	
Current Year Net Revenue Less Expense*	\$ 4,356,126				\$ (179,112)	

*Does not Include: Depreciation Expense

Operating & Debt Service Fund Balances

Fund Balances:	Water Operating	Wastewater Operating	General Operating	Rate Stabilization	New Water Sources	Debt Service	TOTAL
	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22
Beginning Available Balance	\$1,155,562	\$1,255,724	\$1,122,838	\$0	\$392,761	\$664,639	\$4,591,524
Transfer to Water Capital	(2,416,115)						(2,416,115)
Transfer to/from Rate Stabilization							0
Budgeted Operating Surplus (Loss)	2,818,557	195,502	8,492,768			(2,374,827)	9,132,000
Transfers In/(Out)			(8,492,768)			2,374,827	(6,117,941)
Projected Ending Available Balance	\$1,558,004	\$1,451,226	\$1,122,838	\$0	\$392,761	\$664,639	\$5,189,468

Water Capital - Fund 60 Projected Balance

FY21 Beginning Cash

\$1,948,157

Excluding Capacity Fees:

	Year 1 <i>Proposed Budget</i>	Year 2 <i>Proposed Budget</i>	Year 3 <i>Proposed Budget</i>	Year 4 <i>Proposed Budget</i>	Year 5 <i>Proposed Budget</i>
	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Fund Balances:					
Beginning Available Balance	\$635,477	\$1,477,756	\$3,039,777	\$6,044,981	\$4,587,009
Transfer From Rate Stabilization					
Financing					
Interfund Loan from Sewer	5,000,000				
Transfer from Operating Reserves (MWD Damages Refund)	1,519,382	8,571,396	7,920,204	4,117,028	7,024,223
Transfer from WSUP	2,000,000				
Capacity Fees					
Less: Capital Project Budgets-Wholesale Water Efficiency	(3,375,000)				
Less: Capital Project Budgets-Water	(4,302,103)	(7,009,375)	(4,915,000)	(5,575,000)	(6,800,000)
Projected Ending Available Balance w/o Capacity Fees	\$1,477,756	\$3,039,777	\$6,044,981	\$4,587,009	\$4,811,232

Water Capital - Fund 60 Projected Balance

	Year 1 <i>Proposed Budget</i>	Year 2 <i>Proposed Budget</i>	Year 3 <i>Proposed Budget</i>	Year 4 <i>Proposed Budget</i>	Year 5 <i>Proposed Budget</i>
	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Fund Balances:					
Beginning Available Balance	\$635,477	\$5,232,944	\$6,894,435	\$7,032,367	\$8,898,923
Interfund Loan from Sewer	5,000,000				
Transfer from Operating Reserves	2,416,115	5,783,725	2,892,536	2,535,388	5,619,379
Transfer from WSUP	2,000,000				
Forecasted Capacity Fees	1,323,034	1,485,266	1,177,396	3,791,169	3,791,169
Total Available Funding	11,374,626	12,501,935	10,964,367	13,358,923	18,309,471
Less: Capital Project Budgets-Wholesale Water Efficiency	(3,375,000)				
Less: Capital Project Budgets-Water	(4,302,103)	(7,009,375)	(4,915,000)	(5,575,000)	(6,800,000)
CIP Funding Percent	80%				
	(6,141,682)	(5,607,500)	(3,932,000)	(4,460,000)	(5,440,000)
Projected Ending Available Balance	\$5,232,944	\$6,894,435	\$7,032,367	\$8,898,923	\$12,869,471

Wholesale Water Efficiency Capital Project Budgets:

Project #	Project Name	Year 1	Year 2	Year 3	Year 4	Year 5
		<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
		<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>
		FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
600008	Weese WTP Permanent Emergency Interconnect and Pressure Station (CURRENTLY UNFUNDED)		\$ 750,000			
600013	Hutton & Turner Pump Stations (SDCWA Shutdown Pump Stations)	4,000,000				
600029	Via Ararat Drive Waterline Project					
600031	Olive Hill Estates Transmission Line Reconnection					
600034	Rice Canyon Tank Transmission PL to I-15/SR76 Corridor	3,375,000				
600035	Tank and Reservoir Mixing Upgrades					
600038	Blue Breton Water System Looping Project					
600078	Wilt Road Feeder (14 inch Water Line)	3,300,000				
600079	Gird Road 1,600' upsize from 12" to 18" or larger	1,000,000				
Total		\$11,675,000	\$750,000	\$0	\$0	\$0

Wastewater - Fund 52 & 53 Projected Fund Balance

	Year 1	Year 2	Year 3	Year 4	Year 5
	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>
Fund Balances:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Beginning Available Balance	\$12,544,474	\$7,335,408	\$5,102,786	\$3,095,164	\$7,324,519
Restricted CFD Funds*	2,750,000				
Interfund Loan	(5,000,000)				
Forecasted Sewer Connections	5,485,934	5,042,378	42,378	4,479,355	4,479,355
Less: Capital Project B	100%	(8,445,000)	(7,275,000)	(250,000)	0
Projected Ending Available Balance	\$7,335,408	\$5,102,786	\$3,095,164	\$7,324,519	\$11,803,874

Wastewater Capital Project Budgets:

Project #	Project Name	Adjusted Budget	Year 1 <i>Proposed Budget</i>	Year 2 <i>Proposed Budget</i>	Year 3 <i>Proposed Budget</i>	Year 4 <i>Proposed Budget</i>	Year 5 <i>Proposed Budget</i>
		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
530001	Thoroughbred Lift Station and Sewer Improvements	\$ 467,619	\$ 8,000,000	\$ 7,000,000	\$ 250,000	\$ 250,000	\$ -
530006	Sewer System Rehabilitation Program	-	30,000				
530015	Sewer System Condition Assessment Program	-					
530017	N River Road Land Outfall Rehabilitation (Operations Project)	1,191,363	\$250,000				
530018	Fallbrook Oaks Forcemain and Manhole Replacement	-		\$150,000	\$1,650,000		
530020	Rancho Viejo LS Wet Well Expansion	-	100,000				
530021	Almendra Court, I-15 Crossing Sewer Rehabilitation	-			150,000		
530023	Replace Rancho Monserate LS Emergency Generator	-		125,000			
530024	Old River Road LS Equalization Basin	-					
530025	Old River Road LS to Stallion Outfall Repair (Combine with 530017)	-					
N/A	Department Level Capital Expenses	310,000	65,000				
N/A	City of Oceanside WW Plant	200,000					
		\$ 2,168,982	\$ 8,445,000	\$ 7,275,000	\$ 2,050,000	\$ 250,000	\$ -

Water Service Upgrade Projected Fund Balance

FY21 Beginning Cash

\$ 7,261,642

Fund Balances:

	Budget FY 20/21	Budget FY 21/22	Budget FY 22/23	Budget FY 23/24
Beginning Available Balance	\$7,168,951	\$3,068,951	\$ (131,049)	\$ (131,049)
Less: Meter Replacement/Upgrade Project	(4,100,000)	(3,200,000)	0	0
Projected Fund Balance	\$3,068,951	\$ (131,049)	\$ (131,049)	\$ (131,049)

Capital Project Budgets:

		Project Budgets					
GL Project #	Project Name	Actuals FY 19/20	Budget FY 20/21	YTD Actuals as of 12/31/2020 FY 20/21	Budget FY 21/22	Budget FY 22/23	Budget FY 23/24
600027	Service Meter Replacement	\$3,403,236	\$1,300,000	\$274,098	\$1,400,000		
600028	Water Service Upgrade	497,891	2,800,000	712,971	1,800,000		
Total		\$3,901,128	\$4,100,000	\$987,069	\$3,200,000	\$ -	\$ -

Rainbow MWD Developer Projections - Water

Installations

Developer/Development Name (Active) (Inactive)	Purchased	Anticipated Sales (Connections)						Water LF	PRS	Timing
		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+	Total			
DR Horton/Horse Ridge Creek	274.8	23.8					23.8	34407	1	Completed/not yet board accepted
Richmond American Homes/Horse Ridge Creek	113						0			Completed/not yet board accepted
Campus Park West							9			
Four Star/Fairview (FKA Lilac Del Cielo)		14	62				76	2247	1	Recent Activity
Cal West/Golf Green Estates/SL Rey	77	20					20	5475		Completed/not yet board accepted
Beazer/Pala Mesa Highlands	104	27					27	10089	1	Completed/not yet board accepted
Bonsall Oaks/Polo Club							154	21531	3	
Ocean Breeze (Vessels)							396			
							0			
Rancho Viejo Phase 3							47			
Campus Park							53			
Tripoint(FKA Parde)/Citro(FKA Meadowwood)*		23	82	121	104		53		1	In Progress
Single Service Laterals		5	5	5	5		5			See Notes**
TOTAL WATER METERS	568.8	113	149	126	109		717			

Revenue Projections

Meter Size (in)	Revenue Per Meter (Existing)	Purchased	Anticipated Sales					
			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+	Total
5/8	6,241		14	62				76
3/4	10,401	531.8	90	82	117	102	697	1,088
1	16,642	0	5	5	7	7	20	44
1 1/2	27,043	34			1			1
2	62,406	3						-
3	124,812		2		1			3
4	208,020		2					2
Total		568.8	113	149	126	109	717	1,214
Total Revenue			\$1,772,338	\$1,323,034	\$1,485,266	\$1,177,396	\$7,582,337	\$13,340,371
Estimated Fee credits from CFD Reimbursement				(\$1,164,912)	(\$1,402,056)	(\$162,242)		(\$2,729,210)
Total Cash Revenue from Developer			\$1,772,338	\$158,122	\$83,210	\$1,015,154	\$7,582,337	\$10,611,161

Notes:

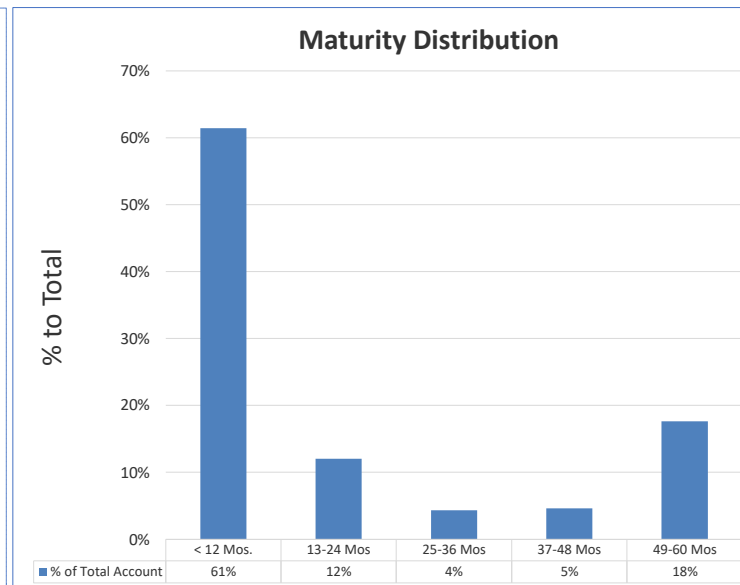
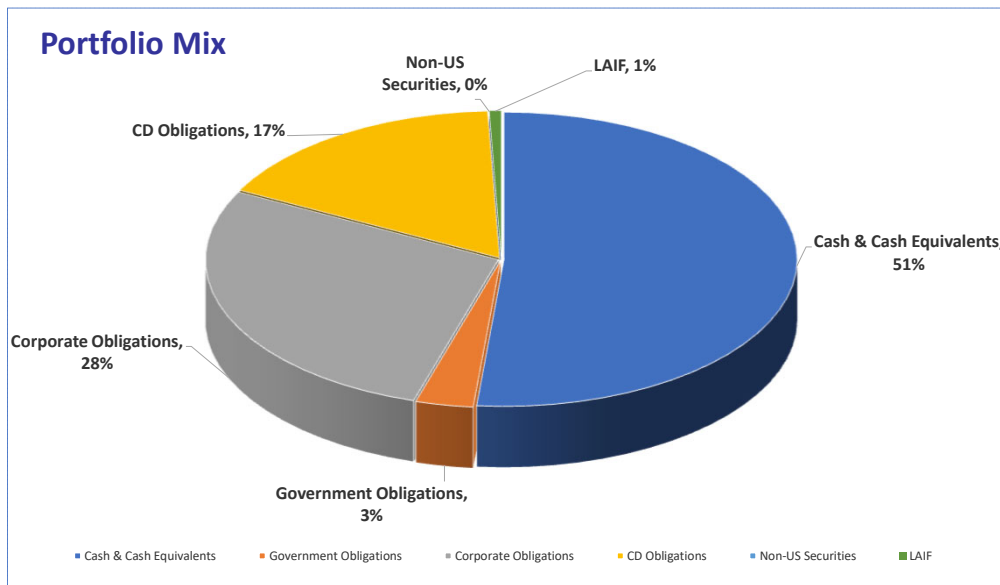
*Actual amount will vary depending on final agreements.

**Average from last 10 years.

RAINBOW MUNICIPAL WATER DISTRICT
 TREASURER'S MONTHLY REPORT OF INVESTMENTS
 PORTFOLIO SUMMARY
 5/31/2021



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	Object
Money Market Funds	JP MORGAN MONEY MARKET Trust	48125C068S	N/A		\$ -	\$ 1,752,555	\$ 1,752,555				0	11508
	Willimington Trust	CSCDA 2017-01			\$ -	\$ 2,750,000	\$ 2,750,000				0	10301
Money Market Funds	Zions Bank	7326251D			\$ -	\$ 629,204	\$ 629,204	2.090%			0	10310
Money Market Funds	Zions Bank	7326250			\$ -	\$ 4,990,975	\$ 4,990,975	2.060%			0	10311
Money Market Funds	Zions Bank	7326251E			\$ -	\$ 1,642,419	\$ 1,642,419	2.090%			0	10309
Total Cash & Cash Equivalents					\$ -	\$ 11,765,153	\$ 11,765,153					
Non-Callable	FEDERAL FARM CR BKS	3133EHRU9	Aaa	07/19/22	\$ 200,000	\$ 200,938	\$ 204,058	1.900%	1.800%	\$ 1,909	414	11508
Non-Callable	FEDERAL HOME LOAN BANKS	3130ADRG9	Aaa	03/10/23	\$ 500,000	\$ 501,990	\$ 522,695	2.670%	2.660%	\$ 6,702	648	11508
Total Government Obligations					\$ 700,000	\$ 702,928	\$ 726,753					
Make Whole	CITIBANK NA	17325FAQ1	Aa3	07/23/21	\$ 475,000	\$ 486,623	\$ 475,907	3.400%	2.150%	\$ 8,075	53	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 308,000	\$ 315,377	\$ 314,736	3.150%	1.900%	\$ 13,860	305	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 290,400	\$ 297,355	\$ 296,751	3.150%	1.900%	\$ 13,860	305	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 281,600	\$ 288,344	\$ 287,759	3.150%	1.900%	\$ 13,860	305	11508
Bullet	BANK OF AMERICA CORP	06051GEU9	A2	01/11/23	\$ 475,000	\$ 490,794	\$ 498,123	3.300%	2.300%	\$ 7,838	590	11508
Callable 9/10/25	AMERICAN HOND FIN CORP MTN	02665WDN8		09/10/25	\$ 500,000	\$ 506,050	\$ 502,200	1.000%	1.300%	\$ 2,500	1563	11508
Callable 9/30/23	CITIGROUP INC	17298CKE7	A3	09/30/23	\$ 1,000,000	\$ 1,000,000	\$ 986,320	1.000%	1.000%	\$ 5,000	852	11508
Stepped 1/26/26	BANK OF AMERICA	06048WK82		01/26/26	\$ 1,000,000	\$ 997,000	\$ 970,040	0.610%	0.610%	\$ 3,050	1701	11508
Callable 02/25/26	GOLDMAN SACHS GROUP INC SR NT	38143U8H7		02/25/26	\$ 500,000	\$ 556,750	\$ 556,120	3.750%	3.420%	\$ 9,375	1731	11508
Callable 03/15/26	CIGNA CORP NEW SR NT	125523CP3		03/15/26	\$ 500,000	\$ 500,000	\$ 501,350	1.250%	1.270%	\$ 3,125	1749	11508
Callable 05/28/26	JPMORGAN CHASE & CO	48128G3N8		05/28/26	\$ 1,000,000	\$ 1,000,000	\$ 998,880	1.200%	1.200%	\$ 6,000	1823	11508
Total Corporate Obligations					\$ 6,330,000	\$ 6,438,293	\$ 6,388,186					
FDIC Ins. CD	DISCOVER BANK	254672F29	N/A	08/10/21	\$ 248,000	\$ 248,000	\$ 248,746	1.520%	1.500%	\$ 1,885	71	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$ 98,000	\$ 98,000	\$ 98,329	1.570%	1.550%	\$ 769	78	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$ 150,000	\$ 150,000	\$ 150,504	1.570%	1.550%	\$ 1,178	78	11508
FDIC Ins. CD	MB FINL BK NA CHIC IL	55266CZJ8	N/A	11/18/21	\$ 247,000	\$ 247,000	\$ 250,293	2.810%	2.850%	\$ 3,470	171	11508
FDIC Ins. CD	FLAGSTAR BK FSB TROY MICH	33847E2K2	N/A	06/13/22	\$ 245,000	\$ 246,749	\$ 251,052	2.440%	2.200%	\$ 3,010	378	11508
FDIC Ins. CD	GOLDMAN SACHS BK USA NY	38148PKT3	N/A	06/14/22	\$ 245,000	\$ 245,000	\$ 250,811	2.340%	2.350%	\$ 2,867	379	11508
FDIC Ins. CD	CAPITAL ONE NATL ASSN VA	14042RKL4	N/A	11/22/22	\$ 250,000	\$ 250,000	\$ 258,593	2.400%	2.400%	\$ 3,000	540	11508
FDIC Ins. CD	MORGAN STANLEY	61747MF63	N/A	01/11/23	\$ 246,000	\$ 246,000	\$ 256,155	2.630%	2.650%	\$ 3,235	590	11508
FDIC Ins. CD	BMW BANK NORTH AMER	05580AMB7	N/A	03/29/23	\$ 240,000	\$ 240,000	\$ 252,336	2.860%	2.900%	\$ 3,432	667	11508
FDIC Ins. CD	SALLIE MAE BK SLT LAKE CITY	795450M44	Aaa	04/11/23	\$ 240,000	\$ 240,000	\$ 252,778	2.900%	2.950%	\$ 3,480	680	11508
FDIC Ins. CD	CAPITAL ONE BANK (USA) NAT	1402TAW7	N/A	06/19/24	\$ 245,000	\$ 245,000	\$ 261,866	2.520%	2.500%	\$ 3,087	1115	11508
FDIC Ins. CD	MORGAN STANLEY PVT BK PURCHA	61760AL49	N/A	06/24/24	\$ 245,000	\$ 245,000	\$ 260,087	2.290%	2.250%	\$ 2,805	1120	11508
FDIC Ins. CD	FIRST NATL BK MCGREGOR TEX	32112UDA6	N/A	06/28/24	\$ 249,000	\$ 250,743	\$ 266,801	2.300%	2.150%	\$ 2,884	1124	11508
FDIC Ins. CD	MERRICK BK SOUTH JORDAN UTAH	59013KBV7	N/A	07/31/24	\$ 249,000	\$ 249,000	\$ 264,333	2.200%	2.200%	\$ 2,739	1157	11508
FDIC Ins. CD	STATE BK INDIA CHICAGO ILL	856283N69	NA	06/26/25	\$ 248,000	\$ 252,166	\$ 250,949	0.950%	0.940%	\$ 1,198	1487	11508
FDIC Ins. CD	JPMORGAN CHASE BK NA COLUMBU	48128UHS1	NA	07/31/25	\$ 249,000	\$ 249,000	\$ 249,202	0.550%	0.550%	\$ 685	1522	11508
Total CD Obligations					\$ 3,694,000	\$ 3,701,659	\$ 3,822,834					
Total Non-US Securities					\$ -	\$ -	\$ -					
Subtotal Long Term Pooled Investment	Local Agency Investment Fund (LAIF)**	1.000857029			\$ 10,724,000	\$ 22,608,032	\$ 22,702,926					
Portfolio Totals						\$ 146,433	\$ 147,564			\$ -		10103
						\$ 22,754,465	\$ 22,850,490					



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.

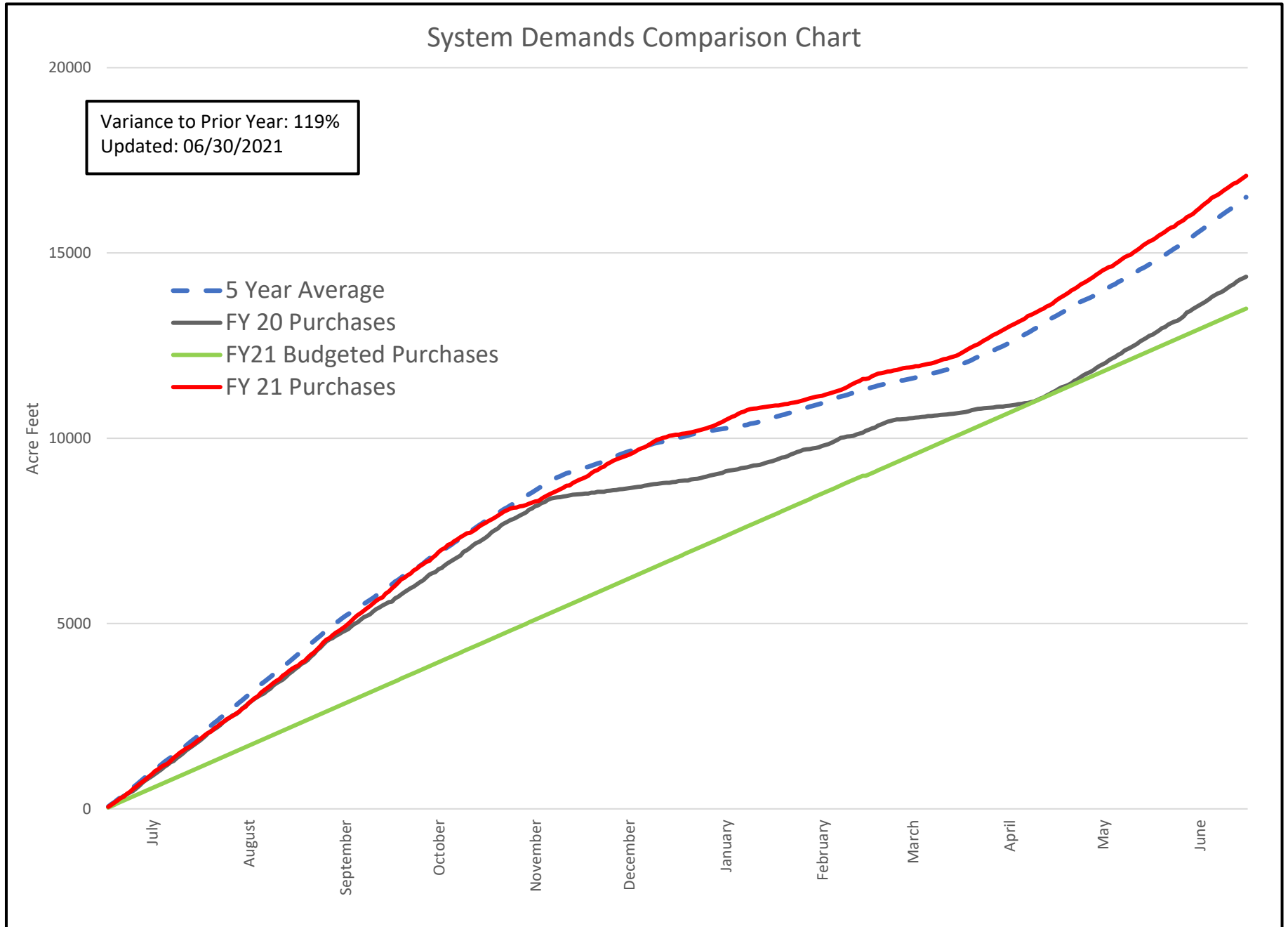
Tracy Largent

Tracy Largent, Treasurer

6/16/2021

*Source of Market Value - MUFG monthly statements

**Source of LAIF FMV - CA State Treasurer Pooled Money Investment Account @ <https://www.treasurer.ca.gov/pmia-laif/reports/valuation.asp>



Comparative Water Sales YTD from Prior Years

FISCAL YEAR 2020-2021

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
549	AD	34,763	39,406	46,230	42,502	34,921	21,626	24,948	14,076	14,146	17,159	25,141		723
402	AG	109,886	131,840	137,233	129,675	105,410	64,136	68,514	39,558	46,221	51,415	88,199		2,232
271	CM	43,615	49,777	48,946	49,458	35,129	19,261	20,216	10,734	14,250	19,251	31,178		785
24	CN	6,330	12,547	10,164	14,057	8,403	5,244	9,069	7,677	4,613	6,070	10,043		216
21	IS	2,513	2,972	3,359	3,231	1,698	1,013	1,365	568	1,119	1,204	5,788		57
114	MF	14,151	14,484	14,090	14,996	12,993	9,384	12,462	8,972	8,359	10,592	12,286		305
	PC	-	-	-	-	-	-	-	1,234	14,315	17,961	48,237		188
	PD	-	-	-	-	-	-	83	3,574	24,420	30,477	61,382		275
319	SC	137,945	133,502	160,919	156,961	123,278	85,624	74,455	110,420	39,051	46,578	70,676		2,616
1012	SD	186,337	204,966	223,721	229,964	179,016	112,667	115,867	55,255	54,422	67,372	97,741		3,506
5851	SF	169,793	186,711	189,918	189,511	157,332	112,083	128,779	84,894	94,401	107,576	149,402		3,605
8563	Total	705,333	776,205	834,580	830,355	658,180	431,038	455,758	336,962	315,317	375,655	600,073	-	14,507

FISCAL YEAR 2019-2020

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
553	AD	28,018	36,530	36,506	32,640	37,164	15,379	6,577	13,028	16,047	9,234	16,352		568
400	AG	113,285	139,802	139,715	135,633	132,703	48,601	25,028	47,900	52,506	30,084	57,514		2,118
267	CM	35,561	46,750	44,883	40,374	29,303	16,496	13,155	9,711	25,311	13,393	16,062		668
19	CN	1,484	1,549	1,183	1,041	1,286	314	490	1,126	5,662	448	402		34
21	IS	3,060	1,799	1,946	2,046	2,048	927	643	1,018	1,351	768	672		37
114	MF	11,910	11,187	11,539	11,065	12,605	8,386	7,568	9,074	8,716	9,124	8,443		252
323	SC	135,069	157,307	156,337	136,485	152,308	47,287	10,146	50,668	60,342	16,027	51,289		2,234
1021	SD	164,817	213,262	218,596	179,714	207,689	77,699	21,552	65,024	75,717	26,767	71,299		3,035
5536	SF	150,907	188,769	182,811	153,331	174,251	89,028	52,276	70,585	74,004	58,386	81,397		2,929
8254	Total	644,111	796,955	793,516	692,329	749,357	304,117	137,435	268,134	319,656	164,231	303,430	-	11,876

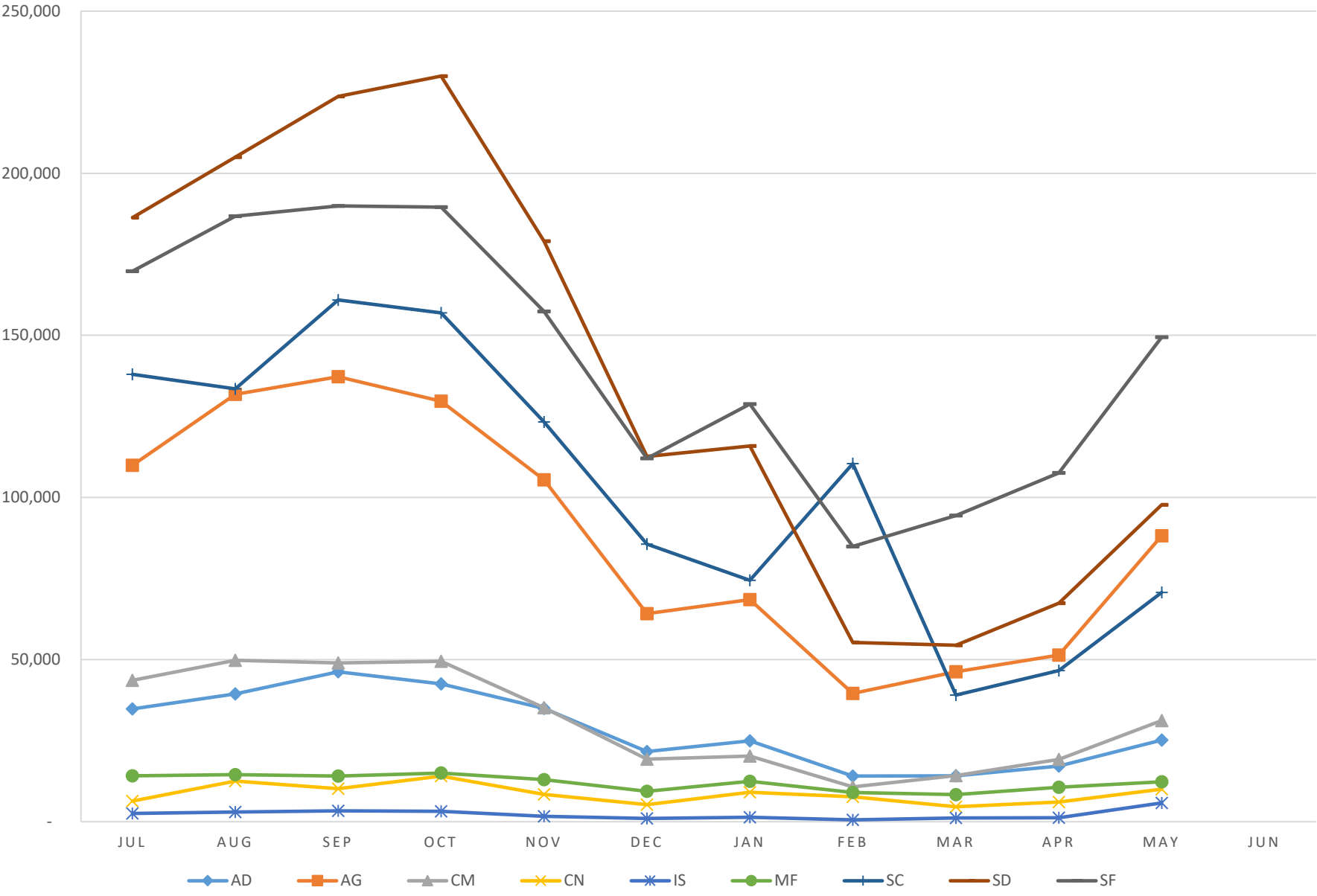
FISCAL YEAR 2018-2019

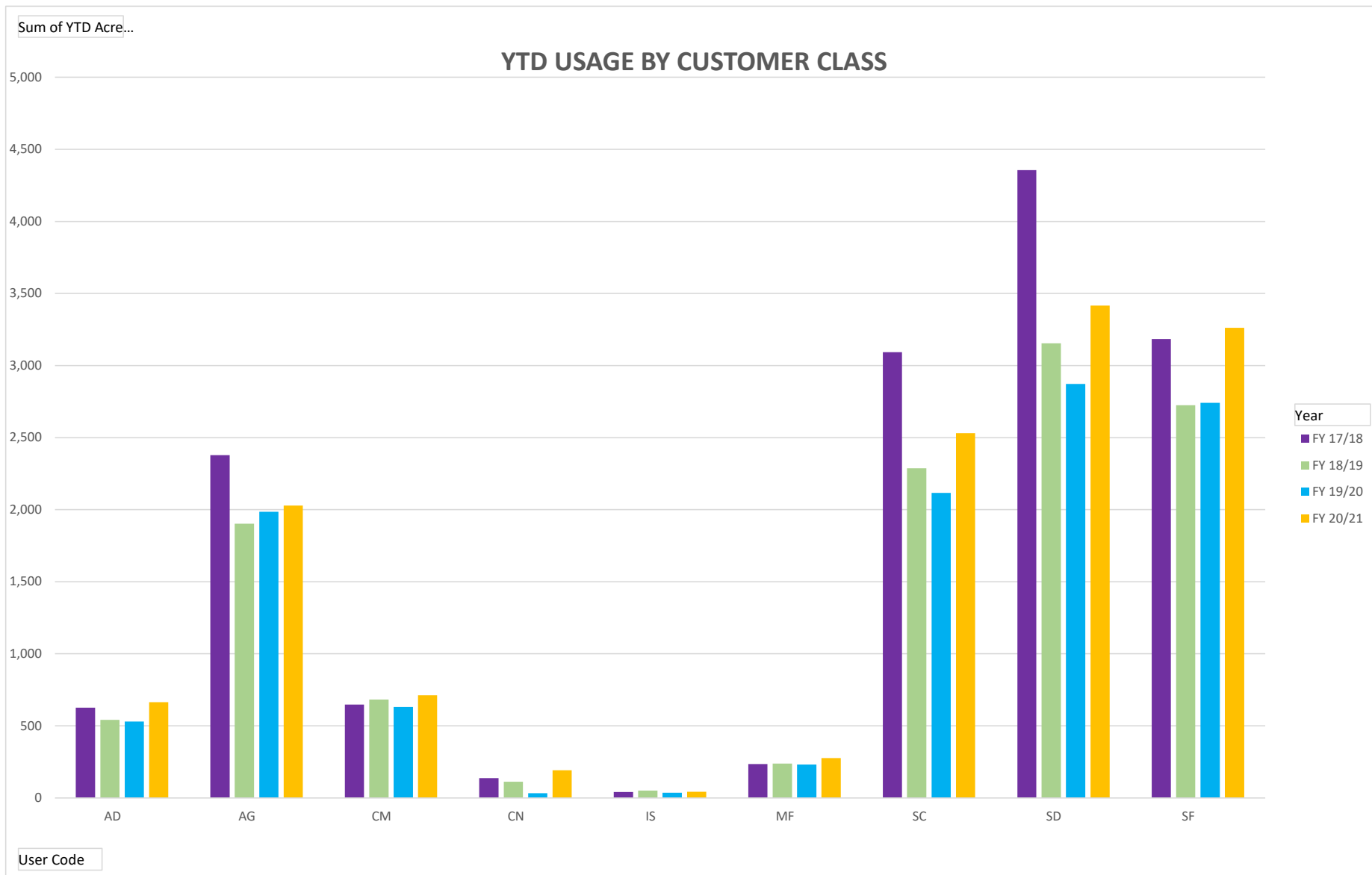
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	34,648	47,312	45,104	28,007	29,134	20,794	9,982	6,874	4,335	10,153	21,429		592
402	AG	129,946	149,080	154,084	110,908	93,077	70,762	33,893	21,947	18,274	46,890	83,296		2,094
264	CM	51,483	67,254	66,114	36,283	24,307	15,501	10,455	6,708	8,425	11,076	21,698		733
23	CN	3,982	27,189	4,915	2,545	3,115	2,815	2,831	829	547	636	993		116
21	IS	4,964	3,824	3,852	3,447	2,161	1,736	884	864	470	413	2,430		57
112	MF	11,653	12,856	13,798	11,513	11,816	10,461	8,551	7,929	6,940	8,289	10,710		263
323	SC	165,088	203,887	203,899	134,052	132,762	83,121	22,699	9,624	3,104	38,669	107,046		2,534
1024	SD	230,264	264,247	273,401	189,659	170,318	118,228	41,039	22,400	12,611	51,941	132,236		3,458
5468	SF	168,323	192,173	207,384	146,492	144,114	114,763	63,252	50,903	35,144	64,480	118,606		2,997
8199	Total	800,351	967,822	972,551	662,906	610,804	438,181	193,586	128,078	89,850	232,547	498,444	-	12,845

FISCAL YEAR 2017-2018

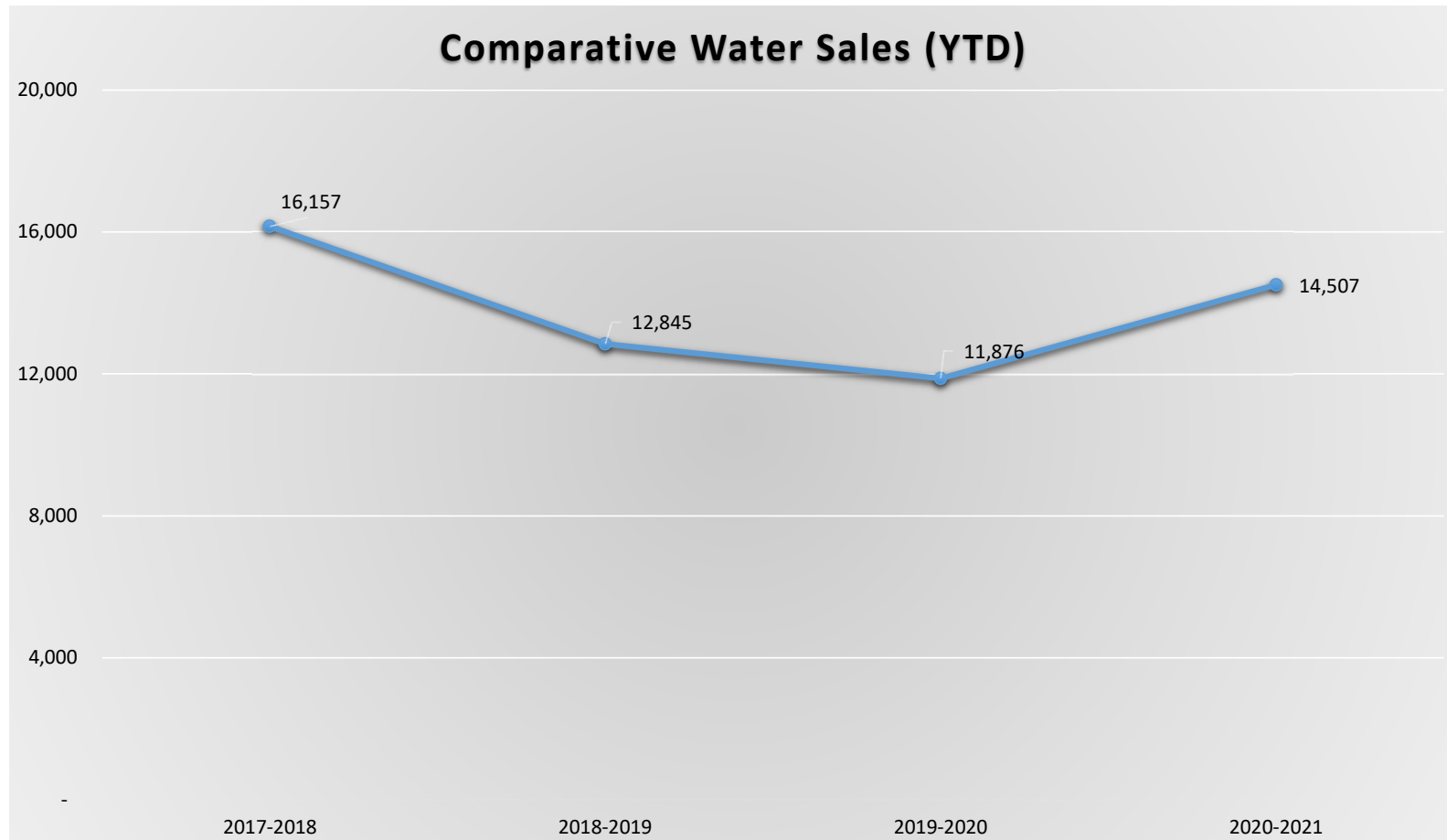
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
563	AD	33,310	29,712	36,164	31,255	32,514	30,935	27,243	19,989	17,733	14,039	27,870		690
395	AG	144,066	131,474	145,280	120,785	126,036	102,884	92,501	61,270	63,137	48,588	101,399		2,611
247	CM	33,715	42,488	33,812	26,189	24,168	16,762	18,502	48,862	19,156	19,093	39,603		740
32	CN	2,447	3,983	8,073	10,623	18,605	5,773	3,526	2,577	2,103	2,227	5,027		149
20	IS	2,320	2,440	2,793	2,488	2,335	1,700	1,339	1,038	695	1,087	1,591		46
96	MF	11,472	10,002	13,072	10,304	11,489	11,350	9,566	8,403	8,262	8,210	9,402		256
323	SC	179,822	156,120	202,103	148,336	176,307	145,994	119,086	84,941	75,753	58,715	126,561		3,383
1024	SD	244,799	223,157	271,457	222,398	243,725	210,020	185,162	112,432	111,709	72,554	185,977		4,783
5196	SF	174,946	165,760	194,809	155,004	162,664	146,096	120,654	96,800	89,344	80,182	137,710		3,499
7896	Total	826,897	765,136	907,563	727,382	797,843	671,514	577,579	436,312	387,892	304,695	635,140	-	16,157

USAGE BY CUSTOMER CLASS FY 20-21





Comparative Water Sales YTD from Prior Years





Check Register May 2021

Description	Bank Transaction Code	Issue Date	Amount
HOME DEPOT CC - ALL (APRIL 2021 STATEMENT)	EFT	05/03/2021	1,235.02
JADEANA SHINN	CHECK	05/12/2021	7,022.91
SAN DIEGO LAFCO	CHECK	05/12/2021	658.50
SAN DIEGO LAFCO	CHECK	05/12/2021	100.00
STATE BOARD OF EQUALIZATION	CHECK	05/12/2021	2,000.00
STEVE KENNEDY	CHECK	05/12/2021	3,004.00
CAI SAFETY SYSTEMS, INC.	CHECK	05/12/2021	13,312.51
A PERFECT SHADE	ACH	05/14/2021	180.00
ACWA-JPIA	ACH	05/14/2021	87,505.39
AIRGAS USA, LLC	ACH	05/14/2021	642.91
CHRIS BROWN	ACH	05/14/2021	15,000.00
BABCOCK LABORATORIES, INC	ACH	05/14/2021	631.80
BP BATTERY INC.	ACH	05/14/2021	253.12
CONCORD ENVIRONMENTAL ENERGY, INC.	ACH	05/14/2021	23,759.40
DESIGN SPACE MODULAR BUILDINGS	ACH	05/14/2021	6,998.56
FALLBROOK EQUIPMENT RENTAL	ACH	05/14/2021	805.46
FLYERS ENERGY LLC	ACH	05/14/2021	8,055.89
HAAKER EQUIPMENT CO.	ACH	05/14/2021	116.07
ICONIX WATERWORKS (US) INC	ACH	05/14/2021	8,749.43
INFOR (US), INC.	ACH	05/14/2021	1,120.00
LIQUID ENVIRONMENTAL SOLUTIONS OF CA, LLC	ACH	05/14/2021	6,615.00
PARKHOUSE TIRE, INC.	ACH	05/14/2021	2,056.68
PRECISION MOBILE DETAILING	ACH	05/14/2021	301.50
THE WELD SHOP, INC	ACH	05/14/2021	200.00
TRAFFIC SAFETY SOLUTIONS, LLC	ACH	05/14/2021	5,630.00

Description	Bank Transaction Code	Issue Date	Amount
UNDERGROUND SERVICE ALERT	ACH	05/14/2021	268.49
ARAMARK UNIFORM SERVICES	CHECK	05/14/2021	425.63
BOOT BARN INC	CHECK	05/14/2021	170.99
BRAX COMPANY, INC	CHECK	05/14/2021	1,400.00
TNG SECURITY INC. DBA CALIFORNIA COMMERCIAL SECURITY	CHECK	05/14/2021	368.04
COLONIAL LIFE & ACCIDENT INS.	CHECK	05/14/2021	60.71
CORE & MAIN LP	CHECK	05/14/2021	1,607.81
COUNTY OF SAN DIEGO, RCS	CHECK	05/14/2021	847.77
DESOTO CONCRETE CUTTING	CHECK	05/14/2021	1,120.00
DIAMOND ENVIRONMENTAL SERVICES	CHECK	05/14/2021	441.13
ENVIRONMENTAL WATER SOLUTIONS	CHECK	05/14/2021	2,052.64
FALLBROOK ACE HARDWARE	CHECK	05/14/2021	275.47
FALLBROOK LOCAL LOCKSMITH	CHECK	05/14/2021	168.44
FALLBROOK WASTE AND RECYCLING	CHECK	05/14/2021	2,588.16
FEDEX	CHECK	05/14/2021	94.25
FLUME TECH	CHECK	05/14/2021	583.36
FREEWAY TRAILER SALES	CHECK	05/14/2021	204.68
HASA INC.	CHECK	05/14/2021	1,506.89
HAWTHORNE EQUIPMENT	CHECK	05/14/2021	15,364.57
INFOSEND, INC.	CHECK	05/14/2021	497.71
KNOCKOUT PEST CONTROL& TERMITE, INC.	CHECK	05/14/2021	400.00
LUIS MARTINEZ	CHECK	05/14/2021	493.00
MOBILE MINI, INC	CHECK	05/14/2021	904.70
MODULAR BUILDING CONCEPTS, INC	CHECK	05/14/2021	1,315.63
NUTRIEN AG SOLUTIONS, INC	CHECK	05/14/2021	891.21
ONESOURCE DISTRIBUTORS, LLC	CHECK	05/14/2021	3,479.54
PACIFIC PIPELINE SUPPLY	CHECK	05/14/2021	4,420.11
PALOMAR HEALTH	CHECK	05/14/2021	85.00
RAIN FOR RENT RIVERSIDE	CHECK	05/14/2021	1,886.63
RANCHO HEIGHTS ROAD & MGMT COMMITTEE	CHECK	05/14/2021	1,600.00
RHO MONSERATE C.C.H.A.	CHECK	05/14/2021	538.07
RYAN HERCO PRODUCTS CORP	CHECK	05/14/2021	2,244.83
SAN DIEGO GAS & ELECTRIC	CHECK	05/14/2021	44,795.34

Description	Bank Transaction Code	Issue Date	Amount
SHRED-IT USA LLC	CHECK	05/14/2021	174.88
STREAMLINE	CHECK	05/14/2021	300.00
SUPERIOR READY MIX	CHECK	05/14/2021	3,846.63
T S INDUSTRIAL SUPPLY	CHECK	05/14/2021	963.58
TCN, INC	CHECK	05/14/2021	3.90
ULINE	CHECK	05/14/2021	965.75
UNITED BUILDING MAINTENANCE CENTER LLC	CHECK	05/14/2021	2,640.00
UNITED RENTALS NORTHWEST, INC	CHECK	05/14/2021	1,623.47
WHITE CAP CONSTRUCTION SUPPLY	CHECK	05/14/2021	1,094.21
UNION BANK CC - WILLIAMS (APRIL STATEMENT)	EFT	05/14/2021	601.25
UNION BANK CC - HARP (APRIL STATEMENT)	EFT	05/14/2021	171.41
UNION BANK CC - WILSON (APRIL STATEMENT)	EFT	05/14/2021	90.00
UNION BANK CC - DEL RIO (APRIL STATEMENT)	EFT	05/14/2021	428.83
UNION BANK CC - KENNEDY (APRIL STATEMENT)	EFT	05/14/2021	57.59
ADP - ADVICE OF DEBIT #579907047	EFT	05/14/2021	1,266.50
SDCWA WATER PURCHASE- MAR 2021	WIRE	05/14/2021	1,403,393.10
NBS BENEFITS-ADMINISTRATION FEES	EFT	05/17/2021	125.00
AIRGAS USA, LLC	ACH	05/28/2021	1,970.41
ASTRA INDUSTRIAL SERV.INC	ACH	05/28/2021	1,973.00
BP BATTERY INC.	ACH	05/28/2021	498.45
CONCORD ENVIRONMENTAL ENERGY, INC.	ACH	05/28/2021	57,020.96
CRACKS & CORNERS CLEANING SERVICE	ACH	05/28/2021	1,657.00
FLEET TRUCK & AUTO SHOP INC.	ACH	05/28/2021	3,262.43
FLYERS ENERGY LLC	ACH	05/28/2021	7,856.44
HARRIS & ASSOCIATES, INC.	ACH	05/28/2021	24,090.00
ICONIX WATERWORKS (US) INC	ACH	05/28/2021	9,344.24
KENNEDY/JENKS CONSULTANTS INC	ACH	05/28/2021	109,888.04
KEVIN MILLER	ACH	05/28/2021	363.00
LIQUID ENVIRONMENTAL SOLUTIONS OF CA, LLC	ACH	05/28/2021	15,495.00
NOBEL SYSTEMS	ACH	05/28/2021	104,500.00
PRECISION MOBILE DETAILING	ACH	05/28/2021	623.00
PRINCIPAL LIFE INSURANCE COMPANY	ACH	05/28/2021	7,851.70
RT LAWRENCE CORPORATION	ACH	05/28/2021	600.00

Description	Bank Transaction Code	Issue Date	Amount
SAFETY-KLEEN	ACH	05/28/2021	615.08
THE WELD SHOP, INC	ACH	05/28/2021	787.25
TRAFFIC SAFETY SOLUTIONS, LLC	ACH	05/28/2021	8,066.50
UNION BANK, N.A.	ACH	05/28/2021	291.67
WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	ACH	05/28/2021	532.51
ARAMARK UNIFORM SERVICES	CHECK	05/28/2021	1,296.71
AT&T	CHECK	05/28/2021	167.82
AT&T	CHECK	05/28/2021	563.09
AT&T LONG DISTANCE	CHECK	05/28/2021	28.03
AT&T MOBILITY	CHECK	05/28/2021	43.50
AZUGA, INC.	CHECK	05/28/2021	1,136.95
BONSALL PEST CONTROL	CHECK	05/28/2021	200.00
BOOT BARN INC	CHECK	05/28/2021	155.27
CARL RINDFLEISCH	CHECK	05/28/2021	59.52
CITIBANK AS ESCROW AGENT FOR CITY OF SAN DIEGO & ORION	CHECK	05/28/2021	12,137.50
CITY OF SAN DIEGO FIRE/EMS	CHECK	05/28/2021	125.00
CLAUDIA RAMIREZ	CHECK	05/28/2021	1,737.91
COASTAL CHLORINATION AND	CHECK	05/28/2021	400.00
COLONIAL LIFE & ACCIDENT INS.	CHECK	05/28/2021	60.71
CONNECTED SOLUTIONS GROUP, LLC	CHECK	05/28/2021	1,782.28
CORE & MAIN LP	CHECK	05/28/2021	1,625.23
CRAIG SHOBE	CHECK	05/28/2021	325.00
DAILY JOURNAL CORPORATION	CHECK	05/28/2021	41.60
DIAMOND ENVIRONMENTAL SERVICES	CHECK	05/28/2021	821.40
ESAUD LAGUNAS	CHECK	05/28/2021	1,453.20
FALLBROOK ACE HARDWARE	CHECK	05/28/2021	114.69
FEDEX	CHECK	05/28/2021	34.70
GLOBAL POWER GROUP INC.	CHECK	05/28/2021	17,951.20
HACH	CHECK	05/28/2021	2,476.00
HDR ENGINEERING, INC.	CHECK	05/28/2021	1,713.75
IB CONSULTING, LLC	CHECK	05/28/2021	3,120.00
INFOSEND, INC.	CHECK	05/28/2021	5,226.88
JOAN SIMONELLI	CHECK	05/28/2021	7,098.25

Description	Bank Transaction Code	Issue Date	Amount
KNOCKOUT PEST CONTROL& TERMITE, INC.	CHECK	05/28/2021	300.00
KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	CHECK	05/28/2021	7.00
LINCOLN NATIONAL LIFE INSURANCE COMPANY	CHECK	05/28/2021	4,512.03
NEXTDOOR, INC.	CHECK	05/28/2021	1,235.00
ONESOURCE DISTRIBUTORS, LLC	CHECK	05/28/2021	346.32
ORION CONSTRUCTION CORPORATION	CHECK	05/28/2021	230,612.50
PACIFIC PIPELINE SUPPLY	CHECK	05/28/2021	4,155.67
PERRAULT CORPORATION	CHECK	05/28/2021	2,365.26
PUBLIC POLICY STRATEGIES, INC.	CHECK	05/28/2021	7,500.00
RAIN FOR RENT RIVERSIDE	CHECK	05/28/2021	1,786.98
RHO MONSERATE C.C.H.A.	CHECK	05/28/2021	557.89
SAN DIEGO GAS & ELECTRIC	CHECK	05/28/2021	4,386.38
SOUTHWEST ANSWERING SERVICE, INC.	CHECK	05/28/2021	872.48
SUPERIOR READY MIX	CHECK	05/28/2021	1,661.85
T S INDUSTRIAL SUPPLY	CHECK	05/28/2021	700.41
TEMECULA TROPHY CO.	CHECK	05/28/2021	30.40
TEMECULA VALLEY PAINT, INC.	CHECK	05/28/2021	797.93
TIAA COMMERCIAL FINANCE, INC.	CHECK	05/28/2021	2,971.31
UNITED RENTALS NORTHWEST, INC	CHECK	05/28/2021	3,143.54
VALLEY CONSTRUCTION MANAGEMENT	CHECK	05/28/2021	18,150.00
		Total:	2,412,076.87

Director's Expenses FY 2020-2021

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
07/31/20	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	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
	TRAVEL EXPENSES MILEAGE EXPENSE				\$ 102.35		
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 252.35</u>	<u>\$ 150.00</u>	
08/31/20	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	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
	TRAVEL EXPENSES MILEAGE EXPENSE						
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	

**Director's Expenses
FY 2020-2021**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
09/30/20	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 AND EXPENSES REIMBURSEMENT FROM DIRECTORS		\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	
	Monthly Totals	\$ -	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	
10/31/20	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 AND EXPENSES REIMBURSEMENT FROM DIRECTORS		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
	Monthly Totals	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	

**Director's Expenses
FY 2020-2021**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
11/30/20	WATER AGENCIES ASSOC OF S.D. CSDA, SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING		\$ 375.00		\$ 375.00		
	COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE				\$ 150.00	\$ 450.00	
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	\$ -	\$ 375.00	\$ -	\$ 525.00	\$ 450.00	
12/31/20	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		\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 150.00
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals		\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 150.00
	REPORT TOTAL FOR 2020:	\$ 300.00	\$ 1,425.00	\$ 750.00	\$ 1,827.35	\$ 1,350.00	\$ 150.00

Director's Expenses FY 2020-2021

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
01/31/21	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 REIMBURSEMENT FROM DIRECTORS Monthly Totals		\$ 150.00	\$ 150.00	\$ 150.00	\$ 300.00 \$ 14.88	\$ 150.00
			<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 314.88</u>	<u>\$ 150.00</u>
2/29/2021	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 REIMBURSEMENT FROM DIRECTORS Monthly Totals		\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00 \$ 14.88	
			<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 464.88</u>	<u>\$ -</u>

Director's Expenses FY 2020-2021

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
03/31/21	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS		\$ 300.00	\$ 300.00	\$ 750.00	\$ 600.00	\$ 300.00
	TRAVEL EXPENSES					\$ 14.88	
	MILEAGE EXPENSE						
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	<u>\$ 300.00</u>	<u>\$ 300.00</u>	<u>\$ 750.00</u>	<u>\$ 614.88</u>	<u>\$ 300.00</u>	
04/30/21	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS		\$ 150.00	\$ 150.00	\$ 450.00		\$ 300.00
	TRAVEL EXPENSES					\$ 14.88	
	MILEAGE EXPENSE						
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 450.00</u>	<u>\$ 14.88</u>	<u>\$ 300.00</u>	

Director's Expenses FY 2020-2021

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
05/31/21	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 REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	\$ -	\$ 150.00	\$ 150.00	\$ 750.00	\$ -	\$ -
	REPORT TOTAL FOR 2021:		\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,409.52	\$ 750.00



AMERICAN EXPRESS

May 2021

GL Finance Code	GL Transaction Amount	Description
GL 03 41 75300	7.30	ALASKA AIRLINES
GL 03 20 75300	7.30	ALASKA AIRLINES
GL 03 44 60100	349.12	AMAZON #111-7549097-2575459
GL 03 44 60100	422.47	AMAZON #111-4805398-2018650
GL 03 44 60100	0.31	AMAZON WEB SERVICES
GL 03 44 60100	64.56	AMAZON #111-1181253-0485814
GL 03 43 72500	60.29	AMAZON #112-6397168-1660208/PO# 11465
GL 03 43 72500	266.70	AMAZON #112-1536286-0313044
GL 03 43 72500	160.93	AMAZON #112-7065391-0697038/PO# 11465
GL 03 44 60100	96.30	AMAZON #111-0866461-6281007
GL 03 44 60100	235.96	AMAZON #111-4538050-0906632
GL 03 44 60100	(86.18)	AMAZON #111-1226245-2053024
GL 03 36 63422	101.67	AMAZON #111-1147093-1894668
GL 03 44 60100	90.13	AMAZON #111-9974027-9597004
GL 03 44 60100	30.14	AMAZON #111-5067541-0264204
GL 03 44 60100	68.07	AMAZON #111-1451748-3921805
GL 03 44 60100	1,101.52	AMAZON #111-1226245-2053024
GL 03 44 60100	61.95	AMAZON #111-5117590-9145823
GL 03 44 60100	384.67	AMAZON #111-3398429-7041007
GL 03 44 60100	313.66	AMAZON #111-9440690-2257840
GL 01 32 73000	23.05	AMAZON #111-7410366-0835423
GL 03 41 63400	23.05	AMAZON #111-7410366-0835423
GL 01 32 73000	13.88	AMAZON #111-5631539-4144215
GL 03 41 63400	13.88	AMAZON #111-5631539-4144215
GL 01 32 73000	43.09	AMAZON #111-7191789-2681005
GL 03 41 63400	43.10	AMAZON #111-7191789-2681005
GL 03 91 72000	43.88	AMAZON #111-4401754-3169063

GL Finance Code	GL Transaction Amount	Description
GL 03 43 72500	7,240.22	INDUSTRIAL GENERAL #GS19386/PO# 11430
GL 03 44 60100	1,399.67	APPLE.COM
GL 03 43 72000	2.99	APPLE.COM
GL 03 44 60100	90.00	ATTLASIAN #AT-137760996
GL 03 44 60100	35.00	AUTHORIZE.NET, 05-31-21
GL 03 44 60100	(608.98)	BEST BUY
GL 03 44 60100	608.98	BEST BUY
GL 03 41 63401	2,645.00	CAI SAFETY #30295/PO# 11417
GL 03 41 75300	625.00	CSDA #92941
GL 03 20 75300	625.00	CSDA #92939
GL 03 44 60100	385.00	CORELOGIC #82076858
GL 03 44 60100	192.50	CORELOGIC #82073513
GL 03 44 60100	192.50	CORELOGIC #82067002
GL 03 44 60100	192.50	CORELOGIC #92080005
GL 03 42 75500	2,500.00	CRITERIA CORP
GL 03 41 63401	84.80	CULLIGAN
GL 03 44 60100	39.44	DIRECTTV
GL 03 41 72400	285.00	FALLBROOK CHAMBER OF COMMERCE
GL 03 43 72500	60.63	GRAINGER #9911645415/PO# 11464
GL 03 43 72500	100.60	GRAINGER #9915531314/PO# 11476
GL 60 99 72000 600028	189.65	GRAINGER #9903248079/PO# 11445
GL 03 43 72500	225.76	GRAINGER #9897434172/PO #11409
GL 03 43 72500	250.84	GRAINGER #9897434164/PO# 11409
GL 03 36 63421	826.56	GRAINGER #9903839075/PO# 11444
GL 01 34 72000	979.15	GRAINGER #9898267001/PO# 11438
GL 01 35 72000	15.06	GRAINGER #9898267001/PO# 11438
GL 03 36 63421	1,016.17	GRAINGER #9902634576/PO# 11444
GL 03 43 72500	1,518.36	GRAINGER #9911840883/PO# 11464
GL 01 32 72000	18.12	GRAINGER #9888650604
GL 03 43 72500	25.09	GRAINGER #9883010523/PO# 11409
GL 01 32 72000	62.78	GRAINGER #9878312967/PO# 11401
GL 03 43 72500	90.10	GRAINGER #9892051039
GL 03 43 72500	124.91	GRAINGER #9887151794/PO# 11297
GL 03 43 72500	239.05	GRAINGER #9854014520/PO# 11337

GL Finance Code	GL Transaction Amount	Description
GL 01 32 72000	301.10	GRAINGER #9877554585/PO# 11401
GL 01 99 15260	369.32	GRAINGER #9881780127/PO# 11407
GL 01 32 72000	658.79	GRAINGER #9888974830/PO# 11415
GL 03 43 72500	1,211.06	GRAINGER #9882929061/PO# 11409
GL 03 44 60100	2,030.00	GRAMMARLY #MQGDSEFO
GL 03 41 74100	974.53	JIVE
GL 03 42 75500	375.84	LINKEDIN
GL 03 44 72400	75.00	LOGMEIN
GL 03 44 60100	291.60	AZURE #E0300EJIM9
GL 03 41 63400	750.00	NATUREBOX #11528
GL 03 41 70300	8,386.00	NOSSAMAN #521906
GL 03 91 70300	2,343.00	NOSSAMAN #521906
GL 03 91 70300 700009	532.50	NOSSAMAN #521906
GL 03 91 70300 700027	177.50	NOSSAMAN #521906
GL 03 91 70300 610036	1,171.50	NOSSAMAN #521906
GL 03 41 70300	3,753.12	NOSSAMAN #521918
GL 03 41 70300	5,686.90	NOSSAMAN #521907
GL 03 91 70300	4,806.00	NOSSAMAN #521907
GL 03 41 70300 300024	10,923.50	NOSSAMAN #521908
GL 03 41 70300 300022	797.50	NOSSAMAN #521910
GL 03 41 70300 300008	7,675.00	NOSSAMAN #521911
GL 03 41 70300 300021	450.00	NOSSAMAN #521911
GL 03 91 70300 600034	3,060.00	NOSSAMAN #521913
GL 03 41 70300 300027	14,004.20	NOSSAMAN #521914
GL 03 41 70300	9,439.50	NOSSAMAN #520540
GL 03 91 70300 700046	497.00	NOSSAMAN #520540
GL 03 91 70300 700027	532.50	NOSSAMAN #520540
GL 03 91 70300 700034	71.00	NOSSAMAN #520540
GL 03 91 70300 600045	674.50	NOSSAMAN #520540
GL 03 91 70300	1,455.50	NOSSAMAN #520540
GL 03 41 70300	2,241.94	NOSSAMAN #520550
GL 03 91 70300	1,690.00	NOSSAMAN #520550
GL 03 41 70300 300028	185.50	NOSSAMAN #520541
GL 03 91 70300 300028	6,249.00	NOSSAMAN #520541

GL Finance Code	GL Transaction Amount	Description
GL 03 41 70300 300024	9,762.50	NOSSAMAN #520542
GL 03 41 70300 300022	82.50	NOSSAMAN #520544
GL 03 41 70300 300008	4,005.00	NOSSAMAN #520545
GL 03 91 70300 700027	945.00	NOSSAMAN #520546
GL 03 41 70300 300027	16,066.05	NOSSAMAN #520547
GL 03 41 75300	17.65	PREPASS
GL 03 43 72000	(50.00)	PUBLIC AGENCY #897800001
GL 03 43 72000	50.00	PUBLIC AGENCY #897800001
GL 03 51 72000	248.38	QUALITY RESOURCE #1126
GL 03 44 60100	10.00	RING
GL 03 41 63400	38.25	FRUIT GUYS #5562943
GL 03 41 63400	76.50	FRUIT GUYS #5562452
GL 03 41 63400	38.25	FRUIT GUYS #5561805
GL 03 41 63400	76.50	FRUIT GUYS #5560893
GL 03 41 72400	69.95	VILLAGE NEWS #INV-7306
GL 03 44 60100	19.87	WASABI
GL 03 41 63401	11.62	WAXIE
GL 01 99 15260	19,897.01	WESTERN WATER #1306045-00/PO# 11388
GL 01 99 15260	31.03	WESTERN WATER #1304444-00/PO# 11334
GL 01 34 72000	300.00	WHIP AROUND
GL 01 35 72000	35.00	ZOHO #67070580
GL 03 44 60100	279.88	ZOOM
	172,069.59	American Express (May Statement)

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

