

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold Closed Session at 12:00 p.m. and Open Session at 1:00 p.m. Tuesday, April 26, 2022, 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___ Stewart___**
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 in attendance wishing to address the Board regarding Closed Session agenda items should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. Any person attending the meeting remotely wishing to address the Board regarding Closed Session agenda items may email or mail in their comments to the Board Secretary one hour before the Closed Session scheduled start time to be read to the Board prior to their adjournment to Closed Session or may speak to the Board 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)**
 - * TC Construction Company, Inc. v. Rainbow Municipal Water District, et al.

(*) - Asterisk indicates a report is attached.

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. BOARD OF DIRECTORS CONSIDER ADOPTING RESOLUTION NO. 22-12 RENEWING STATE OF EMERGENCY FINDINGS FOR ASSEMBLY BILL 361 (AB 361)

(A majority of the RMWD Board of Directors invoked AB361 at their October 26, 2021 meeting and to comply with AB361, the Board must reconsider the circumstances of emergency at all subsequent meetings.)

12. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

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

14. 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."

15. 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 in attendance wishing to address the Board regarding matters not on this agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. Any person attending remotely wishing to address the Board regarding 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.

PRESENTATION

16. RECOGNITION OF EXTERNAL ORGANIZATIONS FOR ASSISTING RMWD WITH UNEXPECTED MAIN LINE BREAKS IN JANUARY 2022

(*) - Asterisk indicates a report is attached.

***17. APPROVAL OF MINUTES**

- A. March 22, 2022 - Regular Board Meeting
- B. March 29, 2022 – Special Board Meeting

***18. 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 March 24, 2022
 - 2. CSDA
 - 3. LAFCO
 - 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
 - A. Board Conference Report – Director Moss
- D. Directors Comments
- E. Legal Counsel Comments
 - 1. Attorney Report: CEQA and Water Supply Projects

19. COMMITTEE REPORTS

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

CONSENT CALENDAR ITEMS

20. NOTICE OF COMPLETION AND ACCEPTANCE OF THE WATER SERVICE UPGRADE PROJECT CONTRACT WITH CONCORD, ALL DIVISIONS

(Concord has completed the installation and backfill of 8,587 meters. The remaining 184 meters will be assembled in-house as they are three and four-inch meters or meters otherwise known as return to the utility.)

***21. NOTICE OF COMPLETION FOR RAINBOW HEIGHTS PUMP STATION**

(The Rainbow Heights Pump Station Rehabilitation Project was constructed, inspected, and successfully tested. Once the project is accepted by the Board, the facilities will begin a one-year warranty period.)

BOARD ACTION ITEMS

***22. CONSIDER APPROVAL OF A CONTRACT CHANGE ORDER FOR THE CASS ARRIETA CONTRACT WITH TRI-POINTE HOMES FOR \$402,373, AND AN AMENDMENT TO THE PARTICIPATION AGREEMENT FOR THE RICE CANYON PIPELINE AND RELATED FACILITIES (DIVISION 5)**

(Multiple unforeseen circumstances have impacted the progress of construction on the Rice Canyon Tank Transmission Main Project including a District-initiated change order, hard rock excavation and the presence of a California gnatcatcher. This request is to obtain Board of Directors approval to approve a change order to fund all unanticipated costs and restore a reasonable contingency source for change orders which may be encountered for the remainder of the project.)

(*) - Asterisk indicates a report is attached.

- *23. CONSIDER APPROVAL OF AN AMENDMENT TO THE ACQUISITION AGREEMENT BY AND AMONG CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, RAINBOW MUNICIPAL WATER DISTRICT AND TRI POINT HOMES FOR THE CITRO DEVELOPMENT IN DIVISION 4**
(The original Acquisition Agreement describes in Exhibit A the "Acquisition Improvements" that are authorized to be financed through the CFD. The description of the Acquisition Improvements must be amended following a minor construction change related to the pressure reducing stations to be constructed by Citro.)
- *24. CONSIDER AWARD OF CONSTRUCTION CONTRACT IN THE AMOUNT OF \$507,700 WITH HAZARD CONSTRUCTION FOR THE LIVE OAK PARK ROAD BRIDGE WATER MAIN IMPROVEMENT PROJECT IN DIVISION 5**
(The County of San Diego has issued a Notice to Proceed to Hazard Construction for the Live Oak Park Road Bridge Replacement Project. In an attempt to promote a cost-saving opportunity for District ratepayers and County taxpayers, the District is proposing to contract directly with Hazard Construction to complete the relocation of water facilities associated with the County project.)
- *25. DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT CHANGE ORDER FOR DEXTER WILSON ENGINEERING CONTRACT FOR ADDITIONAL DESIGN SERVICES FOR THE RICE CANYON PIPELINE PROJECT IN THE AMOUNT OF \$12,600 (DIVISION 4 & 5)**
(The District currently has a Professional Services Agreement contract with Dexter Wilson Engineering for engineering services for the Rice Canyon Pipeline Project. A change order in the amount of \$12,600 to Dexter Wilson Engineering Contract No. 20-13 is needed to issue an assignment letter to perform additional engineering design services on the Project.)
- *26. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF ORDINANCE NO. 22-11 TO REVISE AND ESTABLISH ENGINEERING SERVICE FEES AND DEPOSITS**
(The proposed Ordinance 22-11 establishes the updated Engineering service fees and deposits to more closely match the District's cost for service. Also, a deposit of \$500 was added for a Consultation Meeting as prescribed by the updated Administrative Code.)
- *27. DISCUSSION AND POSSIBLE ACTION TO APPROVE A LETTER OF AUTHORIZATION FROM RMWD TO QUALTEK WIRELESS FOR SUBMISSION OF WIRELESS FACILITY MINOR USE PERMIT APPLICATION WITH SAN DIEGO COUNTY PLANNING DIVISION (DIV 1)**
(Qualtek wireless recently approached RMWD staff regarding land leasing for the installation of a cellular tower at the Hutton and Turner tank sites.)
- *28. DISCUSSION AND POSSIBLE ACTION TO APPROVE A VARIANCE FROM ORDINANCE 21-03 TO ALLOW A LOT, LARGER THAN 0.5 ACRES, TO QUALIFY FOR CAPACITY CLASS B ¾" METER AND APPROVE THE NEW WATER SERVICE APPLICATION (Division 2)**
(The property owners of APN 126-080-86-00, Gianni and Lisa D'Addazio, have requested a variance from Ordinance No. 21-03 to apply for a new ¾" water service on a 2.17 acre parcel.)
- *29. 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 (Division 1)**
(The property owner of APN 127-010-47-00, Adam Kitchingman, has requested a variance from Ordinance No. 21-03.)

(*) - Asterisk indicates a report is attached.

30. DISCUSSION AND POSSIBLE ACTION TO APPROVE A BILL ADJUSTMENT AND A THREE-YEAR EXTENDED PAYMENT PLAN FOR DIAMANTE MAINTENANCE ACCOUNT NUMBER 007334-000 ONE OF THEIR FOUR ACCOUNTS THAT WAS NOT SENT TO THE NEW BILLING ADDRESS AFTER AN OWNERSHIP CHANGE (DIVISION 1)

(Due to the sudden death of the HOA manager/owner, there was confusion with the accounts associated with the condo/apartment building located at 3196 Del Cielo Este Bonsall CA 92003. The HOA manager is requesting a three-year extended payment plan, without penalties continuing to be charged, for the past due balance of \$51,428.14 along with an additional adjustment of \$2,844.52 in penalty charges.)

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

BOARD INFORMATION ITEMS

***32. 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
 - A. Budget vs. Actuals
 - B. Fund Balance & Developer Projections
 - C. Treasury Report
 - D. Five Year Water Purchases Demand Chart
 - E. Water Sales Summary
 - F. Check Register
 - G. Directors' Expenses Report
 - H. Credit Card Breakdown
 - I. RMWD Properties

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

34. ADJOURNMENT - To Tuesday, MAY 24, 2022 at 1:00 p.m.

ATTEST TO POSTING:

Pam Moss
Pam Moss
Secretary of the Board

4-19-22 @ 11:00 a.m.
Date and Time of Posting
Outside Display Cases

(*) - Asterisk indicates a report is attached.

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

BOARD OF DIRECTORS CONSIDER ADOPTING RESOLUTION NO. 22-12 RENEWING STATE OF EMERGENCY FINDINGS FOR ASSEMBLY BILL 361 (AB 361)

BACKGROUND

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”), which incorporated into California state law some aspects of the teleconferencing rules that have applied by Executive Order to local public agencies during the COVID-19 pandemic. Notably, because AB 361 included an urgency measure, the law was immediately effective as of the date of the Governor’s signature. AB 361 provides that it sunsets on January 1, 2024.

Benefits

Benefits of operating under AB 361 during the COVID-19 pandemic, as opposed to under the normal open meeting laws, include the following:

- Agendas need not be posted at all teleconference locations;
- Each teleconference location need not be identified in the notice and agenda of the meeting;
- Each teleconference location need not be accessible to the public; and
- A quorum of the members of the legislative body do not need to participate in the meeting from locations within the boundaries of the territory over which the public agency exercises jurisdiction.

Requirements

Following are requirements for invoking AB 361 the first time that a public agency does so:

1. There must be a “proclaimed state of emergency,” as there is currently, in that the Governor’s State of Emergency Declaration, issued on March 4, 2020, has not been lifted, and
2. One of the following three circumstances must exist:
 1. State or local officials have imposed or recommended measures to promote social distancing.
 2. The meeting is held to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to health or safety of attendees.
 3. The majority of the legislative body has voted that, as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

If a public agency wishes to consider invoking AB 361 for subsequent meetings, the following is required:

1. The proclaimed state of emergency must remain active; or
2. State or local officials have imposed or recommended measures to promote social distancing; and
3. Not later than 30 days after teleconferencing for the first time under the AB 361 rules, *and every 30 days thereafter*, the Legislative body shall make the following findings by majority vote:
 - The legislative body has reconsidered the circumstances of emergency, and at least one of the following circumstances exist:
 1. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 2. State or local officials continue to impose or recommend measures to promote social distancing.

If a public agency invokes AB 361, the following notice and public participation requirements apply:

Notice Requirements

- Each notice of the meeting and agenda must identify the means by which members of the public may access the meeting and offer public comment by a call-in option or an internet-based service option (does not need to be both).

Public Participation Requirements

- Cannot require public comments to be submitted in advance of the meeting (although the agency may provide this as an option along with the call-in or internet-based service option).
- Public must be able to attend via call-in option or internet-based service option (does not need to be both).
- Public must be able to address the legislative body “directly” via call-in option or internet-based service option.
- The public agency must provide an opportunity for the public to address the Legislative body and “offer comment in real time.”
- If there is a disruption that prevents the public agency from broadcasting the meeting using the call-in option or internet based service option, or if there is a disruption within the public agency’s control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the body “shall take no further action on items appearing on the agenda until public access to the meeting via the call-in option or internet-based service option is restored.”
- Timing of Public Comment Period
 - If a legislative body does not provide a timed public comment period, but takes public comment separately on each agenda item, it shall allow a “reasonable amount of time per agenda item to allow public members the opportunity to provide public comment,” including time for members of the public to register to provide comment or otherwise be recognized for the purpose of providing public comment.

- If a legislative body provides a timed general public comment period that does not correspond to a specific agenda item, it shall not close the public comment period or the opportunity to register until the timed general public comment period has lapsed.
- If a legislative body provides a timed public comment period for each agenda item, it shall not close the public comment period or the opportunity to register until the timed public comment has elapsed.

DESCRIPTION

Continuing Legislative Findings

On October 26, 2021, the Board of Directors approved a Resolution authorizing virtual meetings in accordance with Assembly Bill 361. The Board of Directors approved a Resolution renewing the virtual meeting authorization pursuant to AB 361 on March 22, 2022. In order to continue virtual meetings, AB 361 requires that the Board adopt the legislative findings discussed above every 30 days, for as long as the Board wishes to continue virtual meetings.

ENVIRONMENTAL

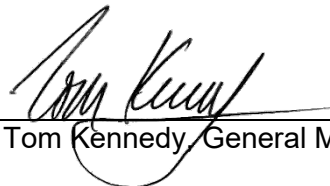
In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

1. Adopt the attached Resolution No. 22-12 renewing virtual meetings in accordance with Assembly Bill 361.
2. Do not invoke AB 361 and provide staff with direction.

STAFF RECOMMENDATION

Staff supports direction.



Tom Kennedy, General Manager

April 26, 2022

RESOLUTION NO. 22-12

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
RENEWING REMOTE TELECONFERENCE MEETINGS
IN ACCORDANCE WITH ASSEMBLY BILL 361 (AB361)**

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California; and

WHEREAS, according to data from Johns Hopkins University, the COVID-19 pandemic has caused the death of more than 68,796 Californians as of October 1, 2021; and

WHEREAS, social distancing measures decrease the chance of spreading COVID-19; and

WHEREAS, the Rainbow Municipal Water District is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of Directors and Committee meetings; and

WHEREAS, all meetings of the Board of Directors and Standing Committees are open and public as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953 (b) (3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and

5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the Rainbow Municipal Water District, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the boundaries of the Rainbow Municipal Water District; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when the Rainbow Municipal Water District has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of Board of Directors and the members of the Standing Committees to meet safely in person; and
2. The State of California and the County of San Diego continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the Rainbow Municipal Water District's territorial boundaries in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths, such that COVID-19 continues to pose an imminent risk to the public; and

WHEREAS, the Rainbow Municipal Water District affirms that it will allow for observation and participation by Board Members, Committee members and the public via Zoom in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, on October 26, 2021, the Board of Directors approved a Resolution authorizing virtual meetings in accordance with Assembly Bill 361; and

WHEREAS, the Board of Directors approved a Resolution renewing the virtual meeting authorization pursuant to AB 361 on March 22, 2022; and

WHEREAS, Government Code Section 54953 (e)(3) requires that the Rainbow Municipal Water District review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency.

NOW, THEREFORE, THE RAINBOW MUNICIPAL WATER DISTRICT HEREBY FINDS, DECLARES, AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Rainbow Municipal Water District finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's Proclamation of Emergency are on-going.

Section 3. The Rainbow Municipal Water District further finds that state and county officials recommend social distancing conditions to prevent imminent risk to in-person meeting attendees.

Section 4. The Rainbow Municipal Water District hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor and by state and local officials; and the Rainbow Municipal Water District affirms, authorizes, and proclaims the existence of a local emergency throughout its territorial boundaries.

Section 5. The Rainbow Municipal Water District finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the Board, Committees and the public to meet safely in person, and that COVID-19 continues to pose an imminent health risk to the public.

Section 6. The Rainbow Municipal Water District hereby authorizes the Board of Directors and Committee members to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*

Section 7. The Board President and Board Secretary are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board of Directors and Standing Committee meetings.

Section 8. This Resolution shall renew the virtual meeting authorization adopted by the Board of Directors on March 22, 2022. This renewed virtual meeting authorization shall take effect immediately upon its adoption and shall be effective until either (i) thirty days after the adoption of this Resolution, or (ii) such time as the Rainbow Municipal Water District adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors and Standing Committees may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

PASSED AND ADOPTED at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 26th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Hayden Hamilton, Board President

ATTEST:

Dawn M. Washburn, Board Secretary

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**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
MARCH 22, 2022**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on March 22, 2022, was called to order by President Hamilton at 11:34 a.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 *(arrived at 11:40 a.m.)*, Director Hamilton, Director Mack, Director Moss, Director Stewart.

Also Present: Legal Counsel Smith, Executive Assistant Washburn, Information Technology Manager Khattab.

Also Present Via Teleconference or Video Conference:

General Manager Kennedy, Legal Counsel Duran-Brown, Engineering and CIP Program Manager Williams.

No members of the public were present in person, 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**

There were no members of the public in attendance; therefore, the instructions were not read aloud.

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.

The meeting adjourned to Closed Session at 11:35 a.m.

(*) - Asterisk indicates a report is attached.

6. CLOSED SESSION

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

* Two Items

B. Consider Information Report on Cyber Security (Government Code §54957(a))

C. Conference with Legal Counsel - Anticipated Initiation of Litigation (Government Code §54956.9(d)(4))

* Three Items

The meeting reconvened at 1:15 p.m.

7. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

This item was addressed under Item #12.

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 March 22, 2022, was called to order by President Hamilton at 1:15 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, Director Hamilton, Director Mack, Director Moss, Director Stewart.

Also Present: Legal Counsel Smith, Executive Assistant Washburn, Finance Manager Largent, Information Technology Manager Khattab, Operations Manager Gutierrez, Customer Service and Communications Supervisor Gray.

Also Present Via Teleconference or Video Conference:

General Manager Kennedy, Legal Counsel Duran-Brown, Engineering and CIP Program Manager Williams, Human Resources Manager Harp, Superintendent Zuniga, Construction and Meters Supervisor Lagunas, Project Manager Tamimi, Project Manager Parra, Associate Engineer Powers, Engineering Technician Rubio.

Three members of the public were present for Open Session in person, via teleconference or video conference.

(*) - Asterisk indicates a report is attached.

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***11. BOARD OF DIRECTORS CONSIDER ADOPTING RESOLUTION NO. 22-10 RENEWING STATE OF EMERGENCY FINDINGS FOR ASSEMBLY BILL 361 (AB 361)**

Motion:

To adopt the attached Resolution No. 22-10 renewing virtual meetings in accordance with Assembly Bill 361.

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

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

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

12. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Legal Counsel reported the Board met in Closed Session to discuss six items noting the Board approved payment of two claims subject to reimbursement by the developer regarding damages from a main line leak. He noted the agreements are in the process of being finalized and will be available upon request.

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

Mr. Kennedy noted Item #16A will be continued to the April Board meeting due to the employee in question is not available to attend the today's meeting.

14. 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.

15. 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.

16. EMPLOYEE RECOGNITIONS

- A. Excellence Coin Awards**
 - 1. Renee Rubio

This item was deferred per Item #13.

(*) - Asterisk indicates a report is attached.

***17. APPROVAL OF MINUTES**

A. February 22, 2022 - Regular Board Meeting

Motion:

To approve the February 22, 2022 minutes.

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 Moss, Director Stewart.

***18. 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 stated it was nice to see the faces of those attending in person.

B. Representative Report (Appointed Representative)

1. SDCWA

A. Summary of Board Meeting February 24, 2022

Mr. Kennedy reported the SDCWA Board Members attended a Board Retreat to do some team building noting it was refreshing to see everyone in person. He mentioned one of the highlights from a breakout session he participated included acknowledgement that everyone is entitled to their opinion. He pointed out there was discussion regarding the way Board officers are appointed and how it was agreed upon many believe the process for selecting leadership needs to be more open and transparent and should be addressed.

2. CSDA

Director Mack announced CSDA's Legislative Days and annual conference are coming up and that anyone interested in attending should notify Ms. Washburn.

3. LAFCO

Mr. Kennedy stated he was not able to attend the recent Special District Advisory Committee meeting; however, it was his understanding the detachment matter was discussed in terms of whether the Executive Officer was going to bring it through the committee for review as well as the special ad-hoc committee. He stated although it would be great to receive input of those serving on the committee, but anything that continues to delay the process going forward to LAFCO only costs our ratepayers more. He concluded with noting he will report back to the Board once he has more clarity as to how this is proceeding.

(*) - Asterisk indicates a report is attached.

4. Santa Margarita River Watershed Watermaster Steering Committee

President Hamilton reported the committee will meet in April.

5. ACWA

Director Gasca reported the new board members met in early February to explore the possibilities of establishing a non-profit foundation affiliated with the association which would expand ACWA’s ability to fund research, advance education and training, support scholarships, and increase advancement opportunities within the California water industry. He noted ACWA approved the two-year statewide public education campaign for which \$500,000 has been allocated. He mentioned according to the Department of Water Resources, California has reduced water by 16.2% statewide compared to the previous year; the first time the state has exceeded the 15% goal set by Governor Newsom.

Director Gasca pointed out ACWA has a link to a Water Shortage Contingency Plan and asked if RMWD had something similar. Mr. Kennedy stated RMWD has this part of its Urban Water Management Plan which was adopted by the Board in 2021.

Director Gasca mentioned Eastern Municipal Water District had received \$4.5 million through one of the Corp of Engineers funds which was being utilized to upgrade and improve their desalter. He encouraged staff to look for these types of opportunities when District priorities need to be funded. Mr. Kennedy noted RMWD’s new grant specialist will be starting on March 28, 2022, which will be helpful in finding these types of opportunities.

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

1. Board Seminar/Conference/Workshop Training Attendance Reports

There were no reports.

D. Directors Comments

Director Moss talked about the requests she receives from her constituents related to assistance with downsizing meters and/or other issues. She stated she appreciates everything staff was doing, but she would like to receive feedback on what was transpiring throughout the process so that she can better answer any follow questions for the constituents.

President Hamilton concurred it would be very helpful to have status updates to help relay information to constituents when issues arise. Ms. Largent agreed to have feedback provided to directors.

E. Legal Counsel Comments

1. Attorney Report: Government Immunity

Legal Counsel summarized the information contained in the written report.

19. COMMITTEE REPORTS

A. Budget and Finance Committee

Mr. Nelson reported on both the Budget and Finance Committee and Engineering and Operations Committee simultaneously due the bulk of activities on both agendas were very

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similar. He pointed out the Board has a series of proposed amendments to the Administrative Code Titles 8 and 9 on the calendar today noting both committees have reviewed the relevant portions of the Administrative Code changes that are contained therein and unanimously recommended the Board move forward with these amendments in line with the staff recommendations.

He also reported the Budget and Finance Committee looked at agenda Item #20 and how both committees strongly recommend the Board move forward as promptly as possible with the approval of the project list as well as the financing to obtain the lowest possible interest rate as possible.

B. Communications and Customer Service Committee

President Hamilton reported the committee discussed RMWD's participation in the Avocado Festival and Vintage Car Show. Mr. Kennedy mentioned following many discussions, it has been determined it would be best that RMWD not participate in the Vintage Car Show since it was being held in Valley Center.

President Hamilton noted the committee received an update on the Water Service Upgrade Project program, backflow notification processes, as well as the shutoff and lock off procedures.

C. Engineering and Operations Committee

Mr. Nelson reported the committee received an advanced look at the drone presentation the Board will receive later in this meeting. He noted the general take from this committee was that the staff and Board should analyze the cost effectiveness; however, there was clearly a view that drones may be very helpful in looking at remote easements or other issues that occur in remote areas that are harder to reach. He said whether the District should purchase a drone and putting someone under training and certification is more of a matter for staff and the Board decide.

BOARD ACTION ITEMS

***20. CONSIDER APPROVAL OF THE FORM OF A FINANCING AGREEMENT WITH WESTERN ALLIANCE BUSINESS TRUST FOR \$9,750,000 AT 3.55% INTEREST FOR 20 YEARS AND APPROVING THE BUDGET FOR THE WHOLESALE WATER EFFICIENCY CAPITAL PROJECTS**

Mr. Kennedy shared a presentation titled "Wholesale Water Efficiency Project Consumption Trends" as he reviewed the information provided. He pointed out staff was able to take RMWD's system and break it down to look at the specific hydraulic zones that would be covered by the pump stations. He talked about the general trend line for consumption for each of the five divisions. He pointed out the area affected by the new pump station is a good chunk of the usage of Division 1 noting the general trend is that this area has strong demand.

Director Moss asked with Division 1 being a combination of agricultural and high-density users is the causing a major effect. Mr. Kennedy stated Division 1 is primarily driven by agricultural use on the aggregate. Mr. Khattab agreed most of RMWD's usage is from agricultural customers.

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Ms. Largent recapped the presentation from the February Board and committee meetings before reviewing some of the changes with the financial options. She recalled the Wholesale Water Efficiency Projects consist of three key pump stations and two major water pipeline upgrades. She pointed out the chief goal of the project package is elimination of the transportation costs charged by SDCWA set to increase from \$173.00 per acre foot this calendar year to \$195.00 next calendar year. She stated the elimination of this cost can be done by installation of these pump stations to move water more efficiently from the northern to the southern zones as well as into the Morro Tank zone. She noted other benefits of this project package include increased redundancy during shutdowns, elimination of rental costs for temporary pumps, lessen the risk of temporary pumps situated at the side of roadways as well as complaints from customers due to noise, and reduce the occurrence of customers being out of water and/or experiencing low pressure during shutdowns.

Ms. Largent mentioned staff received quotes from four different financial institutions with Pacific Western being the most cost effective. She pointed out Pacific Western has had experience with both RMWD with financing the Water Service Upgrade Project program as well as with other local water districts. She stated their proposed lending parameters received on March 7, 2022 had an indicative interest rate of 3.55%; however, the rate on that loan is not locked until they receive the official credit approval which staff expected to receive on March 24, 2022.

Ms. Largent stated based on today's rate, it would be 3.98%; however, this could increase or decrease this week, thus language was included in the ordinance that the rate shall not exceed 4.25% or \$10 million so that it can be locked in this month. She noted the rate can be valid for up to thirty days, which is one week before the RMWD's April Board meeting. She reviewed the market increase trends and how staff anticipates the rate will increase another two points by the end of 2023 which was why they are looking to get the rate locked in as soon as possible.

Ms. Largent talked about the cost savings assumptions which include savings on 37% of the water purchases due to the remaining percent RMWD has been purchasing already coming from RMWD's northern connections as well as savings on pump rentals, and costs to operate and maintain these new assets. She pointed out water purchases are estimated at 10,000-13,000 acre feet per year which is very conservative based on both historical and SDCWA stated transportation cost escalations. She mentioned staff also added a net present value of future cost savings at a discount rate of 2.5% to look at what those cost savings are in today's dollars.

Ms. Largent presented three scenarios noting the first is at 13,000 acre feet of water purchases for which the cost savings are estimated to be significantly more over the life of the loan than last month due to looking at a 20-year note as opposed to a 15-year. She stated in this scenario, the transportation rate escalation set equal to the historical trend resulting in an estimated \$11.1 million over the 20-year term of the loan. She reported once the loan is paid in full, the savings will be \$1.3 million per year. She pointed out when discounting this to today's net present value, it reduces to \$7.8 million for the 20-year term of the loan and approximately \$800,000 per year after the loan is paid off.

Ms. Largent presented the second scenario noting it has the same parameters, but only 10,000 acre feet of water purchases. She stated the cost savings would be \$3.1 million or \$1.7 million over the term of the loan when discounted to the net present value.

Ms. Largent stated the third scenario includes 13,000 acre feet of water purchases using the transportation rate escalation proved by SDCWA. She noted this scenario has RMWD breaking even over the course of the loan and then having cost savings of approximately \$400,000 per year when the loan is paid off.

(*) - Asterisk indicates a report is attached.

Ms. Largent referred to the presentation slide showing RMWD's outstanding proposed debt as she explained where the District is currently as well as the new proposed debt. She pointed out RMWD would basically be at the same place after FY2026 starts. She also reviewed the District's current payments noting how the District would be at the same level just after the start of FY2028.

Ms. Largent reiterated the plan benefits and goals to include increase the redundancy during shutdowns, eliminate the need to pay rental costs as well as the risk of having the equipment on the side of the road, eliminating noise complaints from customers, as well as the scrambling crew members must endure when there is an unplanned shutdown.

Ms. Largent talked about the slight change to the interest rate noting staff was asking the Board to authorize Mr. Kennedy to execute the financial agreement up to \$10 million at a rate up to 4.25% which is adoption of Resolution 22-11 and approve the Wholesale Water Efficiency Capital Budgets for \$9,750,000 for the five projects. She pointed out staff plans to negotiate this rate during the next week once the credit approval is locked. She noted the interest rate was set to a specific amount so it could be locked in for the thirty days.

Mr. Kennedy added when looking at the payback, it is based strictly on the dollars; however, there other qualitative type of benefits to this as far as risk management, noise to the customers, as well as other items. Director Moss mentioned another benefit is that the temporary pump stations have not been stolen or vandalized.

Legal Counsel pointed out the lender just advised RMWD that the District needs to have a Debt Management Policy under their guidelines which could be similar to what other water agencies have in place. Ms. Largent stated she has already prepared a preliminary draft policy which includes language that debt cannot be used for operating expenses as well as other specific parameters to protect from future action.

Mr. Kennedy stated it was unclear as to whether this policy can be adopted at the April 26th Board meeting to comply with the requirement; therefore, he recommended it be passed through the Budget and Finance Committee meeting in a few weeks in preparation for full Board approval in April. Director Stewart asked if this process would delay the implementation of the agreement and thus locking in the interest rate. Legal Counsel said this was a possibility. Director Stewart suggested even if the Board needs to convene at a Special Board meeting in the next week or two to deal with this one issue, it would be in the best interest of the District to do so based on escalating interest rates. Director Moss agreed it would be best to get the interest rate locked in as soon as possible. Director Gasca agreed not locking in a lower interest rate would outweigh the cost associated with holding a special board meeting.

Motion:

Option 1 – Authorize the General Manager to execute the financing agreement for up to \$10,000,000, at a rate up to 4.25%, adopt resolution 22-11, and approve the Wholesale Water Capital Project budgets for \$9,700,000 for the five projects and make a determination that the action defined herein does not constitute a “project” as defined by CEQA contingent upon addressing the Debt Management Policy before the next Board meeting.

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

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

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

***21. DISCUSSION AND POSSIBLE ACTION TO APPROVE A SEWER SERVICE AGREEMENT BETWEEN RAINBOW MUNICIPAL WATER DISTRICT AND GIRD VALLEY INC. FOR THE MONSERATE WINERY IN DIVISION 3**

Director Moss asked for clarification regarding the customer's request. Mr. Williams provided background noting this was the former golf course located on Gird Road now known as the Monserate Winery. He noted RMWD entered into a Construction Agreement with the developer approximately one year prior due to the major use permit being modified by the County of San Diego turning it into a winery. He pointed out in doing so, the golf course already had a certain amount of sewer EDU's held by the District in the amount of 22.6. He explained although the developer had thought there would be less EDU's utilized, the District believed it would either the same or possibly more; therefore, the developer hired a Civil Engineering firm to conduct a sewer analysis study which considers all aspects including the number of venues, how many days of the week the venues will be in use, total amount of people, food, beverages, toilet flushing, wine making processes, etc. He stated the developer has put in writing and included in this agreement that any wine making process will not be discharged into the District's sanitary sewer system and should this change at the later date, this Sewer Service Agreement will need to be reopened and reevaluated by the Board.

Mr. Williams stated after the Engineer of Record completed their analysis, it was determined with all of these events and number of patrons, the recalculation of sewer EDU's is 29.4 which is an increase to what was already on file. He noted with this, there was an addition of 6.8 sewer EDU's which totals approximately \$96,000. He mentioned staff has already been in communications with the developer and that the developer has been provided a copy of this draft Sewer Service Agreement; therefore, if the Board authorizes this agreement, it will be signed by both the developer as well as Mr. Kennedy pending Board approval.

Mr. Williams concluded with noting the winery is currently well within their 22.6 EDU's; however, time was of the essence.

Director Moss confirmed her concern was addressed.

Mr. Williams noted RMWD went with the Fire Marshall's total maximum occupancy as opposed to the number of tables. Director Moss inquired as to whether this included outdoor tables as well. Mr. Williams confirmed it takes everything into account including outdoor seating.

Mr. Kennedy added the venue has displays of the winery becoming an even grander venue in the future; however, the developer was able to complete the current job and produced a report with which RMWD can agree.

Director Stewart asked if staff was satisfied as to how the wine making waste will be handled. Mr. Kennedy explained the winery has a permit from the Regional Board where wine making waste will go into an evaporation pond.

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Motion:

Option 1 – Approve the Sewer Service Agreement (Exhibit A) by and between Rainbow Municipal Water District and Gird Valley, Inc., authorize the General Manager to execute the agreement, and make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

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

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

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

***22. POSSIBLE ACTION TO ADOPT RESOLUTION OF NECESSITY NO. 22-09, AUTHORIZING THE ACQUISITION OF EASEMENTS BY EMINENT DOMAIN FROM A PORTION OF THE “COUNTY FEE OWNED UNUSED ROAD” LOCATED NORTH OF HWY 76 AND WEST OF S. MISSION RD, BONSALE, CA 92003 (DIV 2)**

Mr. Williams explained this item requires a public hearing and inquired as to whether background should be provided before that takes place. Discussion followed regarding this item should have been noticed as a public hearing on the agenda.

Mr. Williams deferred to Legal Counsel. Legal Counsel Duran-Brown clarified notification was sent to the property owners as required under the Government Code. Legal Counsel Smith pointed out since this was not noticed as a public hearing, public comment can be received now from anyone who wishes to speak and then it could be added as a public hearing on the Special Board meeting agenda.

President Hamilton solicited for public comments on this topic. Mr. Khattab confirmed there was no public comment.

This item was deferred to the Special Board meeting.

Discussion went to Item #23.

Discussion returned from Item #28.

Legal Counsel explained he has received confirmation that the proper notices were all sent out timely; therefore, the Board was able to proceed with this matter.

President Hamilton opened the public hearing at 2:56 p.m.

There were no public comments.

President Hamilton closed the public hearing at 2:57 p.m.

President Hamilton solicited for discussion from the Board to which there was no response.

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Motion:

To adopt Option 1 – Receive public testimony, make a determination that the action identified herein was sufficiently analyzed in the Initial Study Mitigated Negative Declaration adopted by the Board in Resolution No. 21-02 on January 26, 2021 and does not require additional analysis, adopt a Resolution of Necessity No. 22-09, by a two-thirds vote, for the acquisition of the necessary easements by eminent domain on the property located at North of Highway 76 and West of S. Mission Road in Bonsall, CA 92003 (County Fee Owned Unused Road), and authorize the General Manager to proceed with all condemnation filings and proceedings necessary to acquire the interests in the subject parcel.

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

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

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

Discussion returned to Item #29.

***23. DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 22-07 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTER 2.06 – COMMITTEES AND SECTION 2.06.010 – COMMITTEES POLICY**

President Hamilton inquired as to whether Items No. 23-25 could be taken into consideration as a single item since they are to amend and update the Administrative Code. Legal Counsel stated since these are all different ordinances, they should be kept separate.

Ms. Washburn explained a reference to the Code of Ethics Policy provided in Administrative Code Section 2.01.010 has been included in this chapter and section for committees.

Motion:

To accept Option 1 – Adopt Ordinance No. 22-07 amending and updated Administrative Code Chapter 2.06 and Section 2.06.010 as presented and make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

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

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

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

Discussion went to Item #24.

***24. DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 22-08 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTERS 9.04, 9.05, AND 9.07**

Mr. Williams noted the proposed revisions were to the sewer policy that were presented to both the Budget and Finance Committee and Engineering and Operations Committee and how, if adopted by the Board, there will be some ordinance updates that will be brought back to the Board in April for consideration based on these proposed changes. He noted these policies

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include some ambiguity for which staff needs some clarification as to what to do when dealing with customers. He pointed out included in the agenda packet are redline changes, clean versions, as well as a table of the proposed revisions. He added both committees recommended approval of these revisions.

Motion:

To approve Option 1 – Adopt Ordinance No. 22-08 Amending and Updating Administrative Code Chapters 9.04, 9.05, and 9.07 and make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

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

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

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

Discussion went to Item #25.

***25. DISCUSSION AND POSSIBLE ADOPTING ORDINANCE NO. 22-09 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTERS 8.01, 8.03, 8.04, 8.11, & 8.14**

Ms. Largent explained the proposed revisions were related to water service and how the intent is to address some ambiguity when staff refers to the Administrative Code for direction. She pointed out some of the verbiage was changed from TSWAR to PSWAR as well as that the major revision was to provide options related to meter downsizing. She mentioned there was also clarification for changing service when a property is about to go into escrow as well as on the tax roll process.

Motion:

To approve Option 1 – Adopt Ordinance No. 22-09 Amending and Updating Administrative Code Chapters 8.01, 8.03, 8.04, 8.11, and 8.14 and make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

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

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

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

Discussion went to Item #26.

***26. DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 22-10 AMENDING AND UPDATING ADMINISTRATIVE CODE CHAPTER 8.20 AND SECTION 8.20.010.01**

Mr. Kennedy pointed out one of the main policy revisions to these policies was codifying the District’s backflow program to include specific requirements outlined with enough clarity.

Mr. Gutierrez explained RMWD’s backflow code was due for an update to include a document to refer to when assisting the ratepayers in their decision-making process as well as noting the responsibilities of both the District and the customer. He mentioned in conjunction with this

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Administrative Code update, initial letters as well as second notifications are being sent to customers when their backflow devices do not pass the required tests.

Director Mack inquired as to whether RMWD was repairing the failing backflow devices. Mr. Gutierrez clarified RMWD does not repair the devices so they would pass the test, but rather conduct preventative maintenance to get it back in working order. He added anytime a device is repaired, it must be retested.

Mr. Gutierrez pointed out should a customer not follow through with the proposed Administrative Code update, it requires the District to discontinue the customer's water service per state law. He confirmed the homeowner is responsible for repairing their devices and retesting by a third party with the test results being remitted to the District via a dedicated email address which are then entered into the District's computer system.

Mr. Gutierrez explained it has been taken from a struggling program to one that is operating in the way it should.

Director Mack asked if there was a way RMWD could develop a program in which the ratepayer can agree to pay the retesting as well as any necessary parts to repair a device. Mr. Kennedy explained this would be challenging with having only one person at the District dedicated to overseeing the backflow program. Mr. Gutierrez agreed it would be challenging and the policy would need to be revised accordingly. Mr. Kennedy pointed out the costs to the ratepayer may need to be increased to the point where very few customers that would actually use this would be worthwhile.

Director Mack asked if RMWD could have an agreement with the ratepayer that the moment a device fails and is repaired by a plumber that there is no downtime but includes an administration fee. Director Gasca recommended Director Mack bring this important idea to the Engineering and Operations Committee to be worked through before bringing it forward to the Board for consideration.

Motion:

To approve Option 1 – Adopt Ordinance No. 22-10 amending and updated Administrative Code Section 8.20.010.01 as presented and make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

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

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

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

Discussion went to Item #27.

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

Director Mack stated he would like to attend the CSDA Legislative Days in May as well as the CSDA Fall Conference in August.

Director Moss stated she was also interested in the CSDA Annual Conference.

(*) - Asterisk indicates a report is attached.

Mr. Kennedy asked how many were attending the 2022 ACWA Spring Conference. Ms. Washburn stated Directors Stewart, Gasca, and Mack, as well as Ms. Largent. Mr. Kennedy announced RMWD received an email that RMWD has been selected as a finalist for the 2022 Excellence in Innovation Award at ACWA for the Rapid Aerial Water Supply (RAWS) project. He noted on May 5, 2022, between 9:30-11:00 a.m., there will be panel on which they would like someone from RMWD to speak on the RAWS project.

Director Moss stated she would notify Ms. Washburn if she was able to attend the ACWA Spring Conference.

BOARD INFORMATION ITEMS

28. PRESENTATION ON DRONE USE AT RAINBOW MUNICIPAL WATER DISTRICT (REQUESTED BY DIRECTOR GASCA)

Mr. Gutierrez shared a presentation related to utilizing drones at RMWD. He shared various photographs taken while utilizing drones as examples to how these may be beneficial to the District. He explained the pricing, limitations and liabilities associated with drones as well as pointed out there must be two staff members certified to operate drones.

Ms. Harp explained anything over people or vehicles requires a waiver from the FAA; therefore, if RMWD has a jobsite in the middle of a road, the drone cannot be operated at that location without a waiver.

Mr. Gutierrez mentioned some of the many local agencies who utilize drones. He stated although RMWD could contract with private drone services, the costs are very expensive. He concluded with noting there are some good uses for which RMWD could utilize drones due to its rural environment.

Director Moss inquired as to the funding involved with RMWD utilizing drones. Mr. Gutierrez explained staff would need to analyze the costs based on all aspects. Director Moss requested staff complete a full analysis to present the information to the Engineering and Operations Committee for input and then bring it to the Board for consideration. Mr. Gutierrez agreed to conduct some cost comparisons and report back to a Board at a future meeting.

Discussions ensued.

President Hamilton called for a break at 2:45 p.m.

The meeting reconvened at 2:57 p.m.

Discussion returned to Item #22.

Discussion returned from Item #22.

29. PIPELINE 4 REPAIR UPDATE

Mr. Gutierrez provided an update noting Pipeline 4 was back in service as of two weeks ago. He reported all the repairs went well and that there were no residual complaints from the homeowners after the fact.

(*) - Asterisk indicates a report is attached.

30. DEVELOPMENT PRESENTATION

Mr. Williams shared a presentation on developments throughout the District as he reviewed each of the development projects and provided updates as to current development progress. He pointed out the Fallbrook Oaks project was added to the presentation since it was first shared with the committees and that this development as well as the Pala Mesa Market development have been marked inactive.

Director Stewart inquired as to how many of these developments were considered when the new sewer line was sized. Mr. Kennedy explained why it is always risky to get too far ahead of development with facilities as opposed to a phased approach.

Discussions ensued.

Director Stewart requested a copy of the presentation be sent to the Board Members.

Mr. Kennedy made it clear for those projects outside RMWD's service area are years from potentially becoming a reality and may not develop for another fifteen years or more. Discussion followed.

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
 - A. Budget vs. Actuals
 - B. Fund Balance & Developer Projections
 - C. Treasury Report
 - D. Five Year Water Purchases Demand Chart
 - E. Water Sales Summary
 - F. Check Register
 - G. Directors' Expenses Report
 - H. Credit Card Breakdown
 - I. RMWD Properties

Ms. Washburn mentioned the Board had moved their August 23, 2022, meeting to August 30, 2022, in the event a majority of the Board wanted to attend the 2022 Annual Conference.

Mr. Gutierrez shared photos of the Thoroughbred Lift Station project as he talked about the progress being made at the construction site. Discussions followed.

Ms. Harp thanked everyone who attended the March 5th employee recognition Banquet. She also reported the new grant specialist will start on March 28, 2022, the line locator will be retiring

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effective April 1st for which an internal candidate has been selected to fill, and two temporary staff members who have worked on the WSUP project applying to fill a position in the construction crew. She noted these transitions will be seamless with no lapse in headcount.

Director Mack inquired as to when the full staffing analysis will be conducted. Mr. Kennedy explained this would be part of the budgetary process. Ms. Harp added this will be presented to the Board next month.

The information and financial items were received and filed.

Discussion returned from Item #32.

Ms. Harp announced RMWD was planning a staff barbeque for March 31, 2022, to celebrate the completion of the Water Services Upgrade Project (WSUP) and invited the Board Members to attend.

Discussion went to Item #33.

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

It was noted the debt management policy will be discussed at a Special Board meeting. Director Stewart recommended the Special Board meeting be held on March 29, 2022, at 1:30 p.m.

It was also noted the Rainbow Public Facilities Corporation annual meeting will take place on April 26, 2022.

Discussion returned to Item #31.

33. ADJOURNMENT

The meeting was adjourned by Director Hamilton to a special meeting on March 29, 2022, at 1:30 p.m.

The meeting was adjourned at 3:44 p.m.

Hayden Hamilton, Board President

Dawn M. Washburn, Board Secretary

(*) - Asterisk indicates a report is attached.

**MINUTES OF THE SPECIAL BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
MARCH 29, 2022**

1. **CALL TO ORDER** - The Special Meeting of the Board of Directors of the Rainbow Municipal Water District on March 29, 2022, was called to order by President Hamilton at 1:30 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. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

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

Also Present: General Manager Kennedy, Executive Assistant Washburn Finance Manager Largent, Information Systems Specialist Espino.

Also Present Via Teleconference or Video Conference:

Legal Counsel Smith, Engineering and CIP Program Manager Williams, Operations Manager Gutierrez.

One member of the public was present for Open Session in person, via teleconference or video conference.

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

There were no amendments to the agenda.

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

The instructions were not read aloud.

6. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING ITEMS ON THIS AGENDA**

There were no comments.

(*) - Asterisk indicates a report is attached.

***7. DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 22-12 AND CORRESPONDING CHAPTER 5.10 AND DEBT MANAGEMENT POLICY SECTION 5.10.010 TO BE INCORPORATED INTO ADMINISTRATIVE CODE TITLE 5, ALL DIVISIONS**

Ms. Largent explained with the issuance of the upcoming debt, RMWD was notified it must have a Debt Management Policy under California Code 8855(i) to include the five items listed in the action letter provided in the agenda packet. She listed the items as the purposes for the debt that the proceeds may be used, the types of debt that may be used, the relationship to the debt, policy goals, and different internal control procedures.

Ms. Largent stated staff took three different sample policies as well as looked at the GFOA Best Practices and integrated that into a very simple debt management policy. She pointed out the specifics of the policy include the debt should only be used for capital additions and never for operating, as well as the objectives and limits that are basically the same as those in most of the loan documents RMWD would sign.

Ms. Largent pointed out RMWD must have a debt management policy adopted prior to the closing of the loan.

Mr. Kennedy added there is a section that refers to bond counsel and how Nossaman has a member of their team that works closely with Ms. Largent in reviewing loan documents. He stated staff will not come to the Board with a debt issuance that has not gone through legal review first.

Ms. Largent mentioned this proposed policy also states the Board is required to approve any loans. She also pointed out any bond language that were included in the policies reviewed have been removed other than the section seeking bond counsel which is basically getting counseled on any debt that is taken on.

Director Gasca inquired as to whether the proposed policy includes the requirements to cover that RMWD will be compliant with federal and state laws, as well as follow general and standard accounting practices.

Motion:

To approve Option 1 – Approve attached Administrative Code Chapter 5.10.010 Debt Management Policy and make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

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

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

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

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

There were no agenda items suggested.

(*) - Asterisk indicates a report is attached.

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9. ADJOURNMENT

The meeting was adjourned by President Hamilton to a regular meeting on April 26, 2022, at 1:00 p.m.

The meeting was adjourned at 1:36 p.m.

Hayden Hamilton, Board President

Dawn M. Washburn, Board Secretary

(*) - Asterisk indicates a report is attached.



**SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING
MARCH 24, 2022**

1. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.
2. Resolution amending the titles of authorized officers and employees to invest monies in the Local Agency Investment Fund (LAIF).
The Board adopted Resolution No. 2022-07 amending the titles of authorized officers and employees to invest monies in the Local Agency Investment Fund (LAIF).
3. Approve City of Escondido Waiver Request for Late Fee on October, November and December 2021 Capacity Fee Charges.
The Board authorized the General Manager to waive City of Escondido late fee for the October, November and December 2021 capacity fees amounting to \$2,687.82.
4. Liquidity Facility Supporting the Water Authority Tax Exempt Commercial Paper Program.
The Board adopted Resolution 2022-08 authorizing the extension of the term of a liquidity agreement with Bank of America, N.A., as the liquidity provider for the Series 9 Commercial Paper Notes program and authorizing and approving certain actions in connection therewith.
5. Mission Trails Regional Park Flow Regulatory Structure II Vernal Pool Habitat Restoration Site Transfer and Endowment Payment in the amount of \$364,450.
The Board authorized the General Manager, or designee, to enter into an Agreement with the City of San Diego (City) for Transfer, Conservation, and Maintenance of the Mission Trails Regional Park Flow Regulatory Structure II Vernal Pool (FRS II VP) Habitat Restoration Site; authorized the payment of the \$364,450 endowment to a City-owned investment account; and, authorized a transfer of fee interest in the FRS II VP Habitat Restoration Site to the City.
6. Agreement for Legal Services with Allen Matkins LLP.
The Board authorized the General Counsel to execute an agreement for legal services with Allen Matkins LLP related to the San Vicente Energy Storage Facility in an amount not to exceed of \$900,000.
7. Design-Build contract with Michels Pipe Services for the First Aqueduct Treated Water Tunnel Rehabilitations Project.
The Board authorized the General Manager, or designee, to award a design build contract to Michels Pipe Services in the amount of \$22,145,492 for the First Aqueduct Treated Water Tunnels Rehabilitation project.
8. Adopt positions on various state bills.
The Board adopted a position of support on: AB 1845 (Calderon), relating to accelerating drought-resilient water infrastructure projects; AB 2142 (Gabriel), relating to water conservation; and, AB 2449 (Rubio), relating to open meetings.
9. Assembly Bill 361 Continued Determination Acknowledging the Governor of the State of California's Proclamation of a State of Emergency and of Remote Teleconference Meetings of the

Legislative Bodies of San Diego County Water Authority due to the Emergency Pursuant to Brown Act Provisions.

The Board approved Governor's proclaimed State of Emergency, and approve continued remote teleconference meetings of the legislative bodies of San Diego County Water Authority due to the emergency pursuant to Brown Act after reconsidering the circumstances and finding that state or local officials continue to impose or recommend measures to promote social distancing.

10. Officer Replacement

The Board approved the appointment of Director Mel Katz for the position of Vice Chair to complete the unexpired term of Director Rios.

11. Approval of Minutes.

The Board approved the minutes of the Special Administrative and Finance meeting of February 10, 2022 and the Formal Board of Directors' meeting of February 24, 2022.

12. Reappointment of Director.

The Board acknowledged the reappointment of Craig Elitharp, representing the Vallecitos Water District. Term ending March 13, 2028.

13. Imported Water – Closed Session.

The Board approved the Imported Water Committee's recommendation that, at the Board's regular June meeting, the issue of what to do with the \$14,649,112.78 in attorney's fees, costs and interest paid by Metropolitan Water District of Southern California to the Water Authority on March 21, 2022, be part of the closed session on the MWD litigation. General Counsel notes that if the Board approves this recommendation, though this issue will be addressed in June's closed session because litigation actions may affect it, any decision by the Board will be publicly reported.

BOARD OF DIRECTORS CONFERENCE/SEMINAR REPORT

ATTENDEE NAME(S):	Pam Moss
TITLE OF TRAINING/CONFERENCE/WORKSHOP/CLASS:	Special District Leadership Academy
DATE(S) ATTENDED:	4/3-4/6-2022
AGENCY HOSTING TRAINING/CONFERENCE/WORKSHOP/CLASS:	CSDA
LOCATION:	San Diego
DESCRIPTION OF TOPIC(S)/LEARNING EXPERIENCE:	
<p>Good learning session about the traits and foundation to be an effective team member as a Director for the Board. Understanding my role and responsibilities. Learning to be an asset and learning the confidentiality and legal liabilities. Best practices for communicating with staff and the public. Learning effective money management and District financing and linking financing to the district mission and goals</p>	
WHAT KEY INFORMATION OBTAINED IS MOST BENEFICIAL TO RMWD?	
<p>Knowing and understanding my role and responsibilities as a Director. The key take always of working with the General Manager and staff and the public. The ways of refining the communication skills to best represent the District and staff to the public sector</p>	



TO: Rainbow Municipal Water District
FROM: Alfred Smith
DATE: April 26, 2022
RE: Attorney Report: CEQA and Water Supply Projects
501668-0002

I. INTRODUCTION.

This attorney report provides an update on a recent Court of Appeal decision upholding a water agency’s environmental impact report (“EIR”) for a local water supply project. In *Buena Vista Water Storage District v. Kern Water Bank Authority* (March 22, 2022), the Second District Court of Appeal upheld the EIR for the Kern Water Bank groundwater recharge project involving the diversion of unappropriated Kern River water. The appellate court further rejected CEQA objections alleging the EIR included an improper water rights analysis, inconsistent project description, inaccurate environmental setting, and inadequate water supply impacts analysis.

As many water agencies consider local supply projects to enhance water supply reliability, increase local water resources, and reduce dependence on imported water sources, the *Kern Water Bank* opinion provides important guidance and precedent to help streamline the environmental review process for local water agencies.

II. BACKGROUND.

The Kern Water Bank Authority (“KWBA”), a Joint Powers Authority comprised of five water districts and one mutual water company, operates and diverts water from the Kern River and other sources for storage in the Kern Water Bank (“Water Bank”). In dry years, KWBA recovers water from the Water Bank. The Kern River originates in the southern Sierra Nevada. It flows southwest to the San Joaquin Valley floor, with its upper segment flowing into the Lake Isabella Reservoir and Dam. That reservoir is managed by the Kern River Watermaster, who directs releases from it for water control purposes or to satisfy obligations to Kern River water rights holders.

Below the dam, a series of weirs and canals are used to divert water and control river flows. Features in the river’s lower segment include: the First Point of measurement (30 miles downstream from the Lake and used to measure river flows before major diversions to facilitate proper apportionment among water rights holders); the Second Point of measurement (several miles downstream from the First and used to document deliveries to rights holders); and the Kern River-California Aqueduct Intertie

(“Intertie”), a physical structure through which flood waters are diverted to the California Aqueduct.

Normally the Kern River is dry when it reaches Bakersfield. In some wet years – about 18% of the time – it flows through Bakersfield before reaching the Intertie. Water levels in such years trigger “mandatory release” flood conditions under which the U.S. Army Corps orders water releases (flood flows) from Lake Isabella, and the Department of Water Resources catches excess flows and diverts them through the Intertie to the California Aqueduct to alleviate downstream flooding. The Intertie only diverts Kern River flows to the aqueduct when they are in excess of water claimed by rights holders, and such a condition has occurred in wet years nine times since the Intertie’s 1977 construction.

In 2010, the State Water Board removed the Kern River’s previous “fully appropriated stream” designation based on evidence that some unappropriated water in excess of rights holders’ claims existed in certain wet years. This allowed water appropriation applications to be processed. KWBA accordingly proposed the “Kern Water Bank Authority Conservation and Storage Project” (the “Project”) to divert up to 500,000 acre-feet-per-year (“AFY”) from the Kern River for recharge, storage, and later recovery within the Water Bank and/or direct delivery to its member service areas, all via existing physical facilities. Project diversions would be limited to high flow wet years when all senior rights holders have been satisfied and the water diverted would otherwise have flowed to the Intertie, flooded farmlands, or left the County.

KWBA separately applied for a water right permit from the State Water Board to divert the 500,000 AFY during years when water was available, and its EIR analyzed the impacts of the State Water Board’s approval of that permit. The EIR evaluated the Project’s potential environmental impacts, including impacts on hydrology and groundwater resources. The EIR used environmental setting baselines from 1995 (when the Kern Water Bank began operating) to February 2012 (when the Project Notice of Determination was issued).

The EIR’s appendix included a Water Availability Analysis conducted by KWBA that included as a “key objective” determining if floodwater is available for appropriation. Based on KWBA’s historical diversions of floodwaters in the three high flow years occurring during the baseline period under the Flood Policy, and measurements of Kern River water diverted to the Intertie, the Water Availability Analysis found that surplus water would be available in the quantity requested by the Project in high flow years.

The EIR found that because the Project would only divert surplus waters in wet years which could not otherwise be used or stored by existing water right holders, it would not have a significant impact on available water supply and thus no mitigation would be required. The EIR also determined there would be a less-than-significant impact on groundwater levels since the Project would only increase recharge and

storage, but would not change the historical levels of recovery operations from the Water Bank.

Buena Vista Water Storage District (“Buena Vista”), a Kern River “Second Point” water rights holder, sued KWBA. The trial court granted Buena Vista’s petition for writ of mandate, finding that the Project EIR was inadequate under CEQA for three stated reasons:

- (1) the definitions of Project water and existing water rights are “inaccurate, unstable, and indefinite”;
- (2) the baseline analysis is inadequate and incomplete for failure to analyze and quantify competing existing Kern River water rights; and
- (3) the impact analysis is inadequate for failure to analyze significant environmental impacts on senior rights holders, and on groundwater from long-term Water Bank recovery operations.

The trial court ordered KWBA to set aside its resolution certifying the EIR, to prepare a legally adequate EIR, and to suspend activities related to Project approval. KWBA appealed and the Court of Appeal reversed.

III. COURT’S ANALYSIS.

A. Project Description Issue

The Second District Court of Appeal first analyzed Buena Vista’s claim that the EIR failed to contain “an accurate, stable, and finite project description” as an alleged failure to proceed in a manner required by law. The Court of Appeal held that the EIR’s Project Description properly described Project water as “high flow Kern River water, only available under certain hydrologic conditions and after the rights of senior Kern River water rights holders have been met, that otherwise would have (1) been diverted to the Intertie, (2) flooded farmlands, or (3) left Kern County.” In the same and other chapters, the EIR properly described the relevant “hydrologic conditions” and defined the related qualifying conditions.

The appellate court accordingly rejected Buena Vista’s contention that the EIR’s description of Project water was inconsistent. Buena Vista argued it was inconsistent or misleading for the EIR to use phrases such as “flood flows,” water that would “trigger mandatory release conditions,” water that was “historically offered” to the Intertie, “historically diverted” by KWBA, or “unappropriated” or “surplus” water. The appellate court dismissed Buena Vista’s inconsistency argument, finding that such terms “described in different words the same conditions under which Project water has historically flowed.” The EIR explained that “the Project would result in a State Water

Board permit for the continuance of a pre-existing activity through use of existing facilities;” that Project water existed “only to the extent unappropriated Kern River flows” are available; and the Project would not necessarily represent an increase in historical diversions of such waters. The Court concluded: “In essence, the Project seeks to establish a right to the same water that KWBA has historically diverted under the Flood Policy.”

The Court also rejected Buena Vista’s attempt to analogize the EIR’s Project description to that found fatally “indefinite” in the case of *Stopthemillenniumhollywood.com v. City of Los Angeles* (2019) 39 Cal.App.5th 1. In distinguishing that case, the Court held:

“Here, a precise amount of water for the Project cannot be determined because water availability will fluctuate from year to year. Nevertheless, the Project proposes a finite maximum amount of water for diversion and provides estimates of the amount of water that could have been diverted based on historical hydrological conditions. A project description may use a flexible parameter when the project is subject to future changing conditions.”

The Court further rejected the trial court’s finding that the EIR’s Project description was inadequate because it failed to include a “complete quantification of existing Kern River water rights.” The Court found the EIR satisfied the elements for a project description pursuant to CEQA Guideline section 15124, by including a *general* description of the Project’s technical and environmental characteristics, including information about the process of obtaining a water right permit/license from the State Water Board, the methods and locations of water diversion, the water operations process, and monitoring the groundwater. Notably, the Court stated:

“Nothing in the CEQA guidelines required KWBA to provide a specific quantification of the existing water rights within its Project description. The trial court erred in requiring a quantification of existing rights because there has never been a stream-wide adjudication quantifying such rights, and such an adjudication is a complex proceeding conducted by the State Board or a court and could take several years or even decades to complete. While CEQA requires a good faith effort at full disclosure, an EIR need not be perfect or exhaustive in nature. The EIR here disclosed all it reasonably could and its project description satisfied CEQA.”

B. Baseline/Environmental Setting Issue.

The Court of Appeal rejected the trial court finding that the EIR’s description of the environmental setting was inadequate for not including quantified measurements of the specific amounts existing Kern River water rights holders may divert. The Court concluded:

“Here, a quantification of existing water rights was not necessary to an accurate and complete description of the environmental setting. Historical use may determine the quantitative limits on the amount of water that a pre-1914 water appropriator may divert, and KWBA had the discretion to rely upon historical measurements of water to determine how the existing physical conditions without the project can most realistically be measured.”

The EIR provided a detailed description of existing allocations and historical measurements of water from the First Point, Second Point and Intertie during the baseline period, and also measurements of water historically diverted to the Water Bank. From this information, the EIR demonstrated the availability of unappropriated water and provided estimates of amounts that could have been diverted into the Water Bank under baseline conditions; a complete quantification of existing water rights was unnecessary to conduct this analysis under CEQA.

C. Environmental Impacts Analysis.

Finally, the Court rejected the trial court’s finding that the EIR did not adequately analyze the Project’s impacts on existing water rights and on groundwater levels. The Court found that the Project, by its very definition, would use only unappropriated water and would therefore not adversely impact existing appropriative water rights. The EIR’s conclusions that there would be no significant impact and no mitigation required in this regard were supported by substantial evidence in that:

- (1) the State Water Board cannot issue new permits to divert water already subject to existing rights;
- (2) the State Water Board has expressly allowed new applications after finding water diverted to the Intertie was unappropriated water in excess of existing water rights; and
- (3) the EIR’s analysis of historical measurements showed KWBA would only divert surplus water that would be available approximately 18% of the time.

With regard to groundwater impacts, the Court found the EIR made clear that even maximum recovery volumes during a 3-year drought would not change substantially because no new recovery facilities would be built. Citing KWBA’s numerous preexisting operational commitments and monitoring programs, the Court further found the EIR adequately analyzed sufficient recovery periods to ensure banked water quantities would not be exceeded and not result in changes to groundwater levels adversely impacting nearby wells or land uses. Rejecting Buena Vista’s argument that the EIR improperly relied on preexisting commitments and programs to avoid impact analysis, the Court concluded:

“Preexisting operations are not mitigation measures designed to reduce a project’s impact. Rather they are part of the ongoing baseline operations. Substantial evidence thus supported the EIR’s conclusion there would be no significant impact on groundwater levels since the Project will not increase long-term recovery beyond historical baseline operations.”

IV. CONCLUSION.

The appellate court’s decision is very helpful for water districts considering local water supply projects. The Court of Appeal reversed the trial court, concluding that the Kern Water Bank Authority complied with CEQA in its evaluation of impacts associated with the water agency’s efforts to appropriate up to 500,000 acre feet of water from the Kern River.

In affirming the Board’s decision to move forward with the water project and certify the EIR, the Second District Court of Appeal rejected the petitioners’ claims, finding that perfection and exhaustive analysis aren’t required in an EIR -- only adequacy and a good faith effort to disclose all that reasonably can be disclosed. Specifically, in order to have adequate project and baseline descriptions, the EIR for a water diversion project seeking to use water documented to be surplus and unappropriated did not need to provide an extraneous and detailed quantification of existing water rights that would have required a complex, years-long adjudicatory process to produce.

This is the first appellate court decision holding that the CEQA “baseline” for evaluation of water rights may be defined by recent physical conditions on the water supply source, and that CEQA does not require a quantification of existing senior water rights.

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BOARD OF DIRECTORS

April 26, 2022

SUBJECT

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WATER SERVICE UPGRADE PROJECT CONTRACT WITH CONCORD, ALL DIVISIONS

BACKGROUND

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

The Water Service Upgrade Project (WSUP) was a District-Wide effort to replace nearly all the water meters in the District. As meters age, they can become less accurate, which means they may not account for all the water moving through them. Before beginning the project, a statistically significant sample of the District's water meters was tested, and the water meters were found to be only 93.6% accurate on average. This means that, on average, 6.4% of the water provided to District customers was not being billed. By replacing all the meters in the system, the accuracy of the District's metering will be dramatically improved, and the District will experience less lost revenue due to inaccurate meters. Because each service would be visited while replacing meters, it was decided that each service should be upgraded and standardized as part of the project's scope.

The project provided significant improvements to the District's water metering systems by adding shut-off valves to the customer side of the meter and geolocating every meter in its inventory. The project also upgraded and standardized water services to include a radio meter reading system, new meter boxes, and a pressure regulator if needed. Lastly, the project analyzed the existing backflow prevention devices at each service location and determined if the device was still necessary. A previous District policy required all water services to have a backflow prevention device downstream of the water meter. The policy has been updated over time, and only water services that meet specific criteria require these devices. During WSUP, many of these obsolete and unnecessary devices were removed. In addition, many of the devices, as were deemed necessary, had to be relocated to accommodate the new meter box. The result is a standardized water service at the water meter and only backflow prevention devices that genuinely need to be installed to protect the District's system.

DESCRIPTION

Concord Environmental Energy Inc. DBA Concord Utility Services (Concord) was contracted to perform all aspects of the project, except for excavating around the existing meter box. This work was to be completed by District personnel. Through the evaluation process, staff identified a more efficient way to approach the project using a combination of in-house team, temporary labor, and, perhaps most importantly, a high-power vacuum excavation system.

In this hybrid concept, the District used limited-term temporary employees to go ahead of Concord and use the vacuum excavation system to clean out and excavate the meter boxes. Through this process, our in-house team prepared the work site for Concord and collect specific information about each service so that Concord had complete details on the unique scope of work at each service. There was a wide variety of conditions present at each service, and as such, there was a range of tasks to be performed at each service.

The scope of work on the project included the following tasks: entire meter replacement, AMR retrofitting, replacing pressure regulators in front of meters, installing customer side ball valves, relocating, or removing customer backflow prevention devices, replacing meter boxes, and backfilling around the meter boxes.

There were five (5) contract change orders (CCO) during the project.

Concord CO 1	\$50,000
Concord CO 2	No cost change order
Concord CO 3	\$6,190.00
Concord CO 4	\$824,500
Concord CO 05	No cost change order
Concord CO 06	\$(231,174.06)
Total ConcordContract	\$2,178,007

Concord has completed the installation and backfill of 8,587 meters. The remaining 184 meters will be assembled in-house as they are three and four-inch meters or meters otherwise known as return to the utility.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management-The WSUP Project allowed staff to exchange all the meter assets within a relatively short time frame of less than two years which has provided a starting point for future exchanges. Each service now has a new meter box, ball valve, meter, and pressure regulator where required.

Strategic Focus Area Four: Fiscal Responsibility-With new meters installed, the District can now account for water usage in a fiscally responsible manner while reducing water loss through inaccurate meters.

Strategic Focus Area Five: Customer Service- By providing ball valves in each meter box, customers can shut off their water on the private side of the meter, thus reducing response times for staff. Additionally, customer service now has photographic evidence of where each meter is and can direct customers to that location when needed.

ENVIRONMENTAL

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

BOARD OPTIONS/FISCAL IMPACTS

Staff requested and was granted a special prevailing wage determination for this project from the Department of Industrial Relations (DIR). The DIR mandates the hourly rate for all trades working on Public Works projects. Staff believed the hourly wage set for plumbers did not apply to this project.

At the start of the project, the District and Concord agreed to expedite progress payments and apply a 2% discount to each progress payment. The District was able to pay within the allotted time successfully, and the total savings to date is \$43,560.12.

The Construction costs of the improvements will be added to the District's asset valuation.

Option 1:

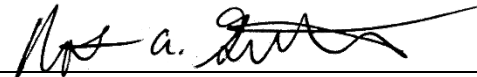
- Determine that the action defined herein does not constitute a "project" as specified by CEQA.
- Accept the Water Service Upgrade Project
- Approve Filing the Notice of Completion.
- Add installation costs to the District's total valuation.

Option 2:

- Provide Staff with Direction.

STAFF RECOMMENDATION

Staff Recommends Option 1.



Robert Gutierrez
Operations Manager

April 26, 2022

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

NOTICE OF COMPLETION AND ACCEPTANCE OF THE RAINBOW HEIGHTS PUMP STATION REHABILITATION PROJECT IN DIVISION 5

BACKGROUND

The Rainbow Heights Pump Station is the largest of the Rainbow Municipal Water District's (RMWD) seven potable water pump stations. It pumps water from the North Zone to the four-million-gallon Rainbow Heights Tank. The Rainbow Heights Zone extends north to the Magee Pump Station, which serves the Magee Zone, and is separated from the Gomez Zone to the east and south by closed valves. The Rainbow Heights Zone is the sole supply to the Magee Zone and serves as an emergency supply for the Gomez, Vallecitos, and North Zones. Demands in the Rainbow Heights Zone are approximately 0.54 MGD and are a mix of domestic and agriculture use.

The Rainbow Heights Pump Station Rehabilitation Project, Project No. 600001, was initiated due to two large natural gas motors requiring replacement. The need for replacement was caused by issues with age, Air Pollution Control Board permitting, and maintenance costs. The station was built in 1974, expanded in 1978, and is extremely inefficient. The replaced gas-powered motors had not been manufactured for years and were extremely difficult to maintain. During design, the Metropolitan Water District directed the District to remove two existing pumps with electric motors and the associated canopy from their easement which covers a large portion of the pump station site.

The project scope included the demolition of the existing Rainbow Heights Pump Station and demolition of the abandoned 8th Street Pump Station which is across the street from the Rainbow Heights Pump Station site, purchasing and installing a factory-built booster pump station, necessary site improvements including grading, yard piping, valves, flow meter, paving and fencing, and ancillary electrical and controls upgrades including an engine driven electric generator.

DESCRIPTION

The Board of Directors authorized the General Manager to execute a contract for the Rainbow Heights Pump Station Rehabilitation project on May 26, 2020, for \$2,637,397.00 with Orion Construction. Orion Construction completed the project within the allocated final budget of \$2,706,634.00. The project was completed on March 18, 2022. There were two (2) change orders on the project for a total of \$69,237.00 or approximately 2.6% of the original project cost.

Change Order #1: \$74,267

Item 1: Delete Bid Item #4-Demolition of 8th Street Pump Station Site:
Lump Sum Price: \$12,000.00 CREIDT.

Item 2: Delete 16-inch High Pressure Gate Valve (RFI #3)
Lump Sum Price: \$7,766.00 CREDIT.

- Item 3: Change Pressure Transmitters from Rosemount to SMART
Lump Sum Price: \$3,250.00.
- Item 4: EFI Pump Station Additional AVAR
Lump Sum Price: \$17,226.00.
- Item 5: SDGE Concrete Pad Extension (RFI#10)
Lump Sum Price: \$1,492.00.
- Item 6: Provide Survey & Construction Staking
Lump Sum Price: \$6,222.00.
- Item 7: Install Additional Cathodic Protection
Lump Sum Price: \$62,275.00.
- Item 8: Install Additional Locking Devices and Third-Party GFI Testing
Lump Sum Price: \$3,568.00.

Change Order #2: <\$5,030.00> CREDIT

- Item 1: Credit for deletion of asphalt paving
Lump Sum Price: \$5,030 CREDIT

Commissioning consisted of a multi-step testing approach starting with the individual system components and then the entire system as a whole. All mechanical and electrical equipment was tested individually (pumps, valves, circuits, PLC's, et.c) and then the system was tested running together. After the successful commissioning of individual systems and the system as a whole, the pump station was required to be run for 14-days continuously under normal working conditions without any issues. Only after a successful 14-day acceptance test was the pump station considered ready for acceptance by the District.

Facilities constructed and ready for acceptance include the following:

New factory-built booster pump station in prefabricated building, yard piping, valves, flow meter, paving and fencing, and ancillary electrical and controls upgrades including an engine driven electric generator.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management. Construction of the Rainbow Heights Pump Station Rehabilitation Project will allow the District to maintain reliable service to the Rainbow Heights Zone. In addition, the District will comply with the requirements of Metropolitan Water District and the Air Pollution Control Board.

ENVIRONMENTAL

The project is categorically exempt from CEQA in accordance with State CEQA Guidelines Section 15300, under the three categories listed below. With the inclusion of environmental commitments, such as avoidance of nesting birds during the breeding season; limitation of ground disturbing activity within fenced limits, development of a hazardous materials spill and prevention plan, a traffic control plan, and dust and noise minimization measures, the project would not result in a significant effect on the environment. A Notice of Exemption (NOE) was filed for the Rainbow Heights Pump Station Rehabilitation Project on January 25, 2018 with the San Diego County Clerk. The exemption status was described as follows:

- Class 2 Categorical Exemption per Sec. 15302 – Replacement or Reconstruction
- Class 3 Categorical Exemption per Sec. 15303 – New Construction or Conversion of Small Structure
- Class 4 Categorical Exemption per Sec. 15304 – Minor Alterations of Land

BOARD OPTIONS/FISCAL IMPACTS

Orion Construction completed the project within the final budget of \$2,706,634 with two change orders which amounted to 2.6% of the original project cost, which is below the industry standard. The construction costs of the improvements for Project No. 600001 will be added to the District's asset valuation.

1) Option 1:

- Accept the Rainbow Heights Pump Station Rehabilitation Project
- Approve filing the Notice of Completion.
- Add installation costs to the District's total valuation.
- Release the Payment Bond in the amount of \$2,706,634.00.
- Release 90% of the Performance Bond in the amount of \$2,435,970.60
- Retain 10% of the performance bond in the amount of \$270,663.40 as the warranty bond for one year.
- 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 and CIP Program Manager

April 26, 2022

Rainbow Heights Pump Station

Notice of Completion and Acceptance

Old Pump Station



New Pump Station



Old Pump Station



Old Pump Station



New Pump Station







Old Pump Station



New Pump Station



New Pump Station



BOARD OF DIRECTORS

April 26, 2022

SUBJECT

CONSIDER APPROVAL OF A CONTRACT CHANGE ORDER FOR THE CASS ARRIETA CONTRACT WITH TRI-POINTE HOMES FOR \$402,373, AND AN AMENDMENT TO THE PARTICIPATION AGREEMENT FOR THE RICE CANYON PIPELINE AND RELATED FACILITIES (DIVISION 5)

BACKGROUND

On April 27, 2021 the Board of Directors approved the Participation Agreement for the Design, Construction and funding of portions of the Rice Canyon Pipeline and Related Facilities (Participation Agreement) which further defined the responsibilities of both Tri Pointe Homes and the District in relation to the Rice Canyon Pipeline Project. The District will reimburse Tri Pointe Homes for the full cost of this water line. The Rice Canyon Tank Transmission Main is a proposed 18" transmission main which will deliver water from the Rice Canyon Tank Zone and connect to the water main in Horse Ranch Creek Road. The addition of this transmission main will increase the utilization of the water in the Rice Canyon Tank by serving the Horse Creek Ridge and Citro developments in addition to several other existing customers and will thereby benefit the water quality in the Rice Canyon Tank Zone. In addition, the Rice Canyon Tank Zone is supplied from an underutilized Metropolitan Water District connection. The addition of this proposed 18-inch transmission main will allow more customers to be supplied with water through Metropolitan Water District connections in other zones of the District.

On September 28, 2021, the Board of Directors approved an amendment to the Participation Agreement to include an increase of the maximum cost from \$3,700,000.00 to \$5,100,000.00 as well as changes to the language regarding invoice requests which will ensure that the District is only reimbursing Tri Pointe Homes for actual costs associated with the construction of the Rice Canyon Tank Transmission Main. While the total project cost increased by \$1,400,000.00, it was noted that District staff and representatives from Tri Pointe Homes were able to negotiate and reduce the administrative fee from 5% down to a maximum of 3%; totaling \$147,830.41. The District also negotiated that the administrative fee will be based on actual invoices, which may result in the District paying less for the administrative fee should not all monies be spent. Additionally, the original contingency for this project was 15% of hard costs and 25% of soft costs, which was reduced to 5% of hard costs and 5% of soft costs, totaling \$234,651.46. Lastly, the District negotiated to pay invoices on a net 20 basis to eliminate any interest payments to Tri Pointe Homes which was previously referenced in the agreement.

DESCRIPTION

To date, the Rice Canyon Tank Transmission Main Project is approximately 40% complete is expected to be fully constructed by Fall 2022. Multiple unforeseen circumstances have impacted the progress of construction including a District-initiated change order, hard rock excavation and the presence of a California gnatcatcher. The District has issued one change order (Construction Change Order (CCO) #1) in the amount of \$110,275, approximately 47% of the approved contingency amount. The District-initiated change was made to optimize the capacity of the system by upsizing the pipe diameter and valves sizes in each pressure reducing station. The District agreed to furnish two (2) 10-inch and two (2) 12-inch plug

valves to reduce the original change order amount from \$340,300 to \$110,275 and expedite material procurement by at least 4 – 6 weeks.

Hard rock has been encountered along the full length of the project alignment during construction excavation and exploratory trenching. From the start of excavation on January 10, 2022 to February 3, 2022, a total of 11 Time and Material Extra Work Reports (EWR's) have been generated totaling \$91,354.93. In an effort to estimate the anticipated hard rock cost for future excavation, exploratory test pits along the project alignment allowed Tri Pointe Homes to develop a projection of additional time required to remove hard rock, which was then added to the contract installation cost per lineal foot of trench to develop an estimated cost impact of \$140,598. While hard rock was expected to be encountered during excavation given the existing conditions noted in various technical studies, the District agreed to account for these additional costs through ongoing Participation Agreement Amendments instead of allocating a higher contingency percentage up front. Staff considered performing pre-project geotechnical work, but since rock was expected and would have to be removed anyway, the extra cost of the geotechnical work was just an extra expense that could be avoided. While there was some risk involved in proceeding this way, this ensured the District would not be held to paying higher excavation costs as part of the base bid. District staff and Tri Pointe Home representatives have worked closely in reviewing the project's rock clause and alternates for extra work to ensure the contractor's means and methods followed the project specifications and additional hauling fees were not included in the EWR's. The Contractor continues to keep accurate records of time and material for hard rock excavation and has been reporting an average of four (4) hours per day along most of the alignment. These records are closely monitored and verified by District staff, Tri Pointe Home staff, and our geotechnical monitors on site. The presence of hard rock has also resulted in additional soft costs related to construction administration in the amount of \$20,000 and geotechnical monitoring in the amount of \$80,000.

California gnatcatcher (CAGN) focused surveys were conducted in early February to determine the presence of CAGN and potential breeding activity. One male CAGN was detected in the 500-foot buffer around the project impact area and was determined to be displaying territorial behavior. As a result, noise monitoring requirements have been implemented for construction during the CAGN breeding season February 15 – August 31 in accordance with the project's environmental mitigation measures. Construction noise is required to remain under an hourly average of 60 decibels (dbA) from the edge of the occupied habitat. Ongoing focused surveys will continue to occur to document the CAGN's activity and adjustments to noise restrictions will follow survey results. The presence of CAGN has led to the need for additional biological and noise monitoring in the amount of \$39,420 and additional mitigation measures (e.g. noise barrier fencing) estimated at \$31,000.

Paragraph 6 of the Participation Agreement, as revised by Amendment No. 1 established a total project maximum cost of \$5,100,000, which is not to be exceeded without the District's prior written approval. As a result of the changes detailed above, Tri Pointe Homes provided a Notice of Cost Increase on February 18, 2022 (Attachment A) to request amendments to the Participation Agreement (Attachment B). It has become apparent to the District and Tri Pointe Homes that the project's maximum cost will be exceeded due to unanticipated hard costs and associated unanticipated soft costs.

This request is to obtain Board of Directors approval to approve a change order in the amount of \$402,373 to fund all unanticipated costs and restore a reasonable contingency source for change orders which may be encountered for the remainder of the project. The requested change order would bring the total maximum project cost to \$5,502,373, which is a cost increase of 8% of the current project cost of \$5,100,000. Upon approval, the project's Participation Agreement will be amended accordingly to account for the cost increase.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area One: Water Resources. The Rice Canyon Tank Transmission Main will allow the Horse Creek Ridge and Citro developments as well as several other existing customers to be supplied water from the Rice Canyon Tank Zone which is, in turn, supplied from an underutilized Metropolitan Water District connection. This will allow more customers to be supplied water through Metropolitan Water District connections in other zones of the District.

ENVIRONMENTAL

On April 28, 2020, the Board adopted Resolution 20-07 which ratified the CEQA findings included in the resolution as well as the 2020 Addendum to the Pardee Final Environmental Impact Report.

The County of San Diego, in its role as lead agency pursuant to CEQA, certified a Final Environmental Impact Report for the Citro Project (Project), formerly Meadowood, on January 11, 2012. The FEIR assumed that LAFCO approval would be required to annex the Project to the service area of either RMWD or VCMWD and analyzed the impacts of the infrastructure needed to connect to RMWD's system, with the exception of a new 18" pipeline connecting the Project with RMWD's Rice Canyon Water Tank. An Addendum to the FEIR was prepared that analyzes the Rice Canyon Tank Transmission Main, dated April 6, 2020 (2020 Addendum). The 2020 Addendum also identifies RMWD as the preferred water and sewer service provider to the Project. The new 18" underground pipeline is proposed to be 4,500 linear feet in length and to be located within a RMWD easement.

Public Resources Code section 21080.21, provides:

"[CEQA] does not apply to any project of less than one mile in length within a public street or highway or any other public right-of-way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline. For purposes of this section, "pipeline" includes subsurface facilities but does not include any surface facility related to the operation of the underground facility."

Because the pipeline will be underground, is located in a public right-of-way, and is less than one mile in length, CEQA does not require an environmental analysis of the pipeline. The 2020 Addendum nevertheless documents that all impacts associated with the provision of water service to the Project by RWMD were adequately evaluated in the FEIR, and would not result in any new or more severe impacts than were disclosed in the FEIR.

BOARD OPTIONS/FISCAL IMPACTS

Capital budgets are approved for one (1) year only, with the forecast going out five (5) years. The Rice Canyon Tank Transmission Main project (600034) has an approved budget of \$5.1M for FY 2021/22. Funds are available in future fiscal years for this additional cost, however certain adjustments on the timing of other projects may be required. These matters will be addressed by both the Engineering and Operations Committee and the Budget and Finance Committees over the next several months and will be included in the FY22/23 Budget next spring.

Option 1:

- Approve an Amendment to the Participation Agreement for the Design, Construction and Funding of Portions of the Rice Canyon Pipeline and Related Facilities to increase the total project cost to \$5,502,373, thus authorizing a change order in the amount of \$402,373.
- Authorize the General Manager to execute the Amendment on behalf of the District.

Option 2:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Engineering and CIP Program Manager

04/26/22



13400 Sabre Springs Parkway, Suite 200
San Diego, California 92128

February 18, 2022

Mr. Tom Kennedy
Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, CA 92028

SUBJECT: PARTICIPATION AGREEMENT FOR THE DESIGN, CONSTRUCTION AND FUNDING OF PORTIONS OF THE RICE CANYON PIPELINE AND RELATED FACILITIES (PARTICIPATION AGREEMENT)

Re: Increased Total Cost of Improvements and Projected Exceedance of the Project's Maximum Cost.

Dear Mr. Kennedy,

Paragraph 6 of the Participation Agreement, as revised by Amendment #1, established a total project Maximum Cost of \$5,100,000.00, which is not to be exceeded without the Rainbow Municipal Water District's (RMWD's) prior written approval. Exhibit "D" enclosed within Amendment #1 furnishes an itemization of the project's Maximum Cost. The Maximum Cost includes contingency in the amount of \$234,651.46, which is equal to 5% of the combined total of the project's hard costs and soft costs.

RMWD has issued one (1) change order to date, in the amount of \$110,275.00 (CO #1). CO #1 was issued to fund RMWD requested design revisions made to the project's 1206/1019 HGL Pressure Reducing Station. After funding CO#1 the remaining available contingency is \$124,376.46.

It has become apparent to Tri Pointe Homes (TPH) that the project's "Maximum Cost" will be exceeded due to the following additional unanticipated Hard Costs and associated unanticipated Soft Costs;

UNANTICIPATED HARD COSTS

A. Hard Rock Costs Incurred to Date (Jan 12 th to Feb. 3 rd) (Actual) =	\$91,355
B. Hard Rock Anticipated to be Incurred (Est.) =	\$140,598
C. <u>Mitigation Requirements for the California Gnatcatcher (Est.) =</u>	<u>\$31,000</u>
Subtotal	\$262,953

UNANTICIPATED SOFT COSTS

D. Geotechnical (Est) =	\$80,000
E. Noise Monitoring (Est.) =	\$39,420
F. <u>Construction Management (Est) =</u>	<u>\$20,000</u>
Subtotal	\$139,420

Additional explanation, itemization and documentation for each of the above listed items is furnished with Exhibits "A" thru "E", enclosed herein.

The sum of all unanticipated costs is furnished below. After applying the remaining available contingency, a projected minimum additional authorization in the amount of \$277,997 is projected to be required to complete the project. At the present time construction is approximately 40% complete. TPH recommends that RMWD include additional funding as necessary to restore a reasonable contingency source for change orders which may be encountered for the remainder of the project. For the purposes of this correspondence TPH has inserted an additional \$124,376 contingency amount to restore the contingency fund to its current level.

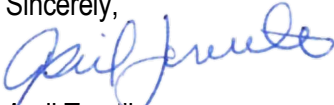
SUMMARY

Total Unanticipated Costs (Hard and Soft)	\$402,373
Remaining Available Contingency	<u>-\$124,376</u>
Projected Additional Authorization Required	\$277,997
Restore Contingency	<u>\$124,376</u>
Total Additional Authorization Recommended	<u>\$402,373</u>
Maximum Project Cost (Current)	\$5,100,000
Total Additional Authorization Recommended	<u>\$402,373</u>
Maximum Project Cost (Revised)	<u>\$5,502,373</u>

Pursuant to Paragraph 6 of the Participation Agreement, as revised by Amendment #1 and the itemization furnished above, TPH recommends RMWD's written approval to increase the project's Maximum Cost by \$402,373.

Please feel free to contact with any questions or requests for additional information which you may have. I may be reached by phone at (858) 864-6206.

Sincerely,



April Tornillo
Project Manager

cc: David Stearn, Tri Pointe Homes
Amanda Parra, RMWD
Mark Sullivan, MJS Construction Mgmt. & Eng., Inc.

EXHIBIT "A"
HARD ROCK
INCURRED TO DATE

- A. Hard Rock Costs Incurred to Date: This item includes impacts quantified upon Time & Material Extra Work Reports (EWRs) received from January 12, 2022 through February 3, 2022. These dates include impacts incurred from approximate pipeline Station 5+60 to Station 16+38 and total \$91,354.93. Exploratory test pits excavated along the alignment on February 3rd are also included in this total.

These costs are summarized within Cass Arrieta's Request for Change Order #3, dated February 16, 2022. A copy is enclosed herein.



Change Order Request No.: 3

Project Name: MEADOWOOD; RICE CANYON PIPELIN

Description Rock Excavation Tickets

Customer Contract No.: 31580-OL

Date: 02/16/2022

CA Job #: 21-2749

From: BUZZ BIRNEY
 CASS ARRIETA
 PO BOX 309
 EL CAJON, CA. 92022
 O.(619)590-0929
 F.
bbirney@cassarrieta.com

To: AMANDA PARRA
 RAINBOW MUNICIPAL WATER DIST
 3707 OLD HIGHWAY 395
 FALLBROOK, CA 92028
 O.(760)728-1178
 C.

W/S: 01/31/2022

Item	Description	Cost Code	Qty	U/M	Unit Price	Total Price
1	T&M 58033, Dated 1/12/21	44-9910	1	LS.	\$9,146.40	9,146.40
2	T&M 58030, Dated 1/13/21	44-9910	1	LS.	\$9,016.55	9,016.55
3	T&M 61903, Dated 1/19/22	44-9910	1	LS.	\$6,816.40	6,816.40
4	T&M 61904, Dated 1/20/22	44-9910	1	LS.	\$10,487.80	10,487.80
5	T&M 61905, Dated 1/25/22	44-9910	1	LS.	\$6,298.76	6,298.76
6	T&M 61906, Dated 1/26/22	44-9910	1	LS.	\$9,608.76	9,608.76
7	T&M 61907, Dated 1/27/22	44-9910	1	LS.	\$7,220.76	7,220.76
8	T&M 61656, Dated 1/28/22	44-9910	1	LS.	\$8,555.00	8,555.00
9	T&M 61642, Dated 1/31/22	44-9910	1	LS.	\$6,844.00	6,844.00
10	T&M 61643, Dated 2/01/22	44-9910	1	LS.	\$3,362.00	3,362.00
11	T&M 61908, Dated 2/02/22	44-9910	1	LS.	\$3,422.00	3,422.00
12	T&M 61644, Dated 2/03/22	44-9910	1	LS.	\$9,672.00	9,672.00
13	OCIP PROGRAM ADDITION	44-9910	1	LS.	\$904.50	904.50
Total:						\$91,354.93

Additional Work Days Requested: 8

Notes:

EXHIBIT "B"
HARD ROCK ANTICIPATED TO BE ENCOUNTERED

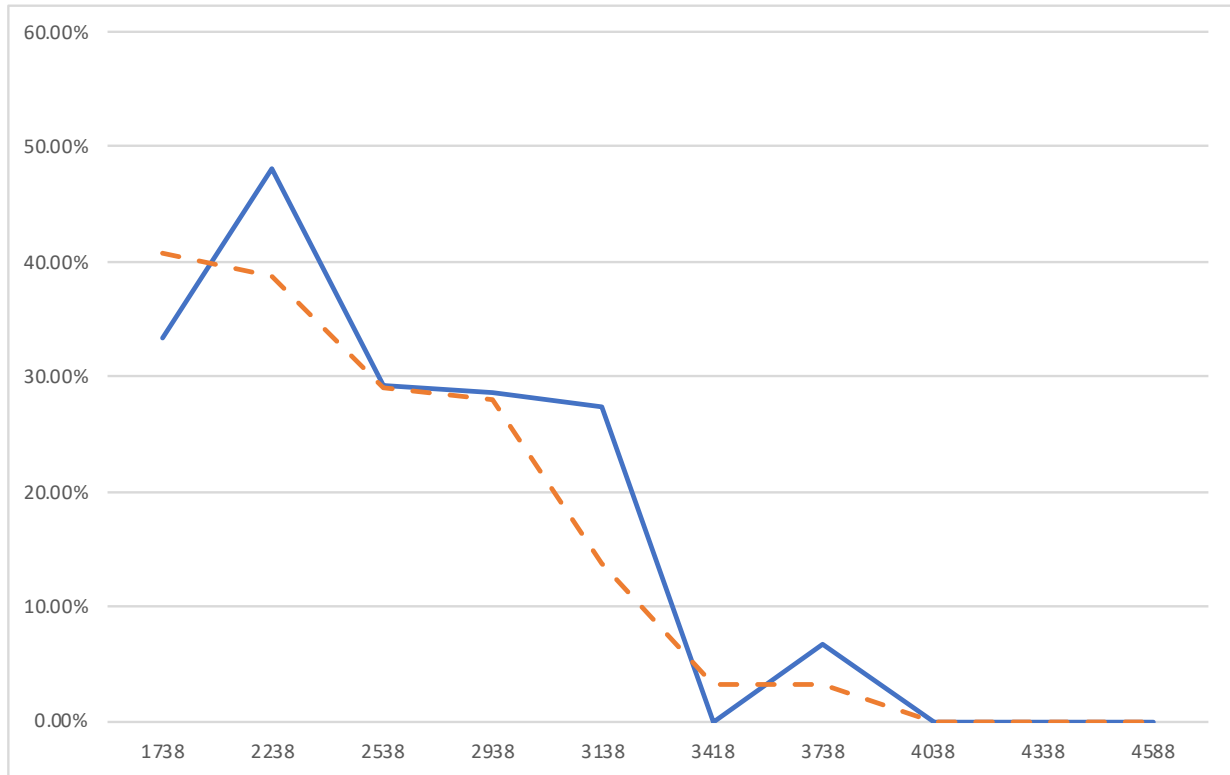
- B. Hard Rock Costs Anticipated to be Incurred: This item includes the remaining impacts estimated to be incurred along the project alignment from Station 16+38 through Station 46+87.

An estimate of the hard anticipated to be incurred has been derived from the results of exploratory test pits excavated along the project alignment on Feb. 3rd & Feb 4th. TPH's geotechnical engineer monitored the amount of time in which hard rock ripping was required for each of the test pits. A distribution of this impact was then projected and translated across the project alignment. The additional time required to remove the hard rock was then added to the contract installation cost per lineal foot of trench to develop an estimated total cost impact.

This analysis is enclosed herein on the following pages of this Exhibit "B". The total cost of hard rock anticipated to be incurred is estimated to be \$140,598.

Please note, estimates associated with this item are subject to a fairly significant level of uncertainty. The actual costs incurred, therefore may vary either up or down, depending upon the actual nature of materials encountered in the future. For the purposes of this correspondence, no contingency has been included within this estimate.

EVALUATION OF EXPLORATORY TEST PITS AND ANTICIPATED ROCK IMPACT ANALYSIS



	<u>Blue Line</u>		<u>Orange Dashed Line</u>		Contract	Est.	Est. Total
	Station	Impact Ripping Time	Length	Impact Average %	Install Cost \$/LF	Rock Premium \$/LF	Rock Impact \$
1	1738	33.40%	500	40.75%	\$255.29	\$104.03	\$52,016.28
2	2238	48.10%	300	38.65%	\$255.29	\$98.67	\$29,601.41
3	2538	29.20%	400	28.95%	\$255.29	\$73.91	\$29,563.11
4	2938	28.70%	200	28.05%	\$255.29	\$71.61	\$14,322.03
5	3138	27.40%	280	13.70%	\$255.29	\$34.98	\$9,793.10
6	3418	0.00%	320	3.35%	\$255.29	\$8.55	\$2,736.76
7	3738	6.70%	300	3.35%	\$255.29	\$8.55	\$2,565.71
8	4038	0.00%	300	0.00%	\$255.29	\$0.00	\$0.00
9	4338	0.00%	250	0.00%	\$255.29	\$0.00	\$0.00
10	4588	0.00%		0.00%	\$255.29	\$0.00	<u>\$0.00</u>

Total Anticipated Rock Impact Sta. 17+38 to Sta. 37+38 = \$140,598.40

Station 17+38			Station 19+38			Station 22+38			Station 25+38		
Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)
Bucket	0 to 5:30		NOT MONITORED BY GEOCON			Bucket	0 to 2:00		Bucket	0 to 8:00	
Ripper	5:30 to 7:15	2				Ripper	2:00 to 4:44	1.5	Ripper	8:00 to 11:30	6.8
Bucket	7:15 to 10:10					Bucket	4:44 to 7:30		Bucket	11:30 to 16:00	
Ripper	10:10 to 12:29	3				Ripper	7:30 to 8:36	3	Ripper	16:00 to 19:00	7
Bucket	12:29 to 15:08					Bucket	8:36 to 10:20		Bucket	19:00 to 25:00	
Ripper	15:08 to 15:18	4				Ripper	10:20 to 11:44	4	Ripper	25:00 to 28:00	7.4
Bucket	15:18 to 19:19					Bucket	11:44 13:37		Bucket	28:00 to 32:30	
Ripper	19:19 to 20:44	5				Ripper	13:37 to 15:51	5			
Bucket	20:44 to 22:14					Bucket	15:51 to 17:24				
Ripper	22:14 to 24:41	6				Ripper	17:24 to 19:22	5.5			
Bucket	24:41 to 26:01					Bucket	19:22 to 20:56				
Ripper	26:01 to 27:43	7				Ripper	20:56 to 23:09	6			
Bucket	27:43 to 29:16					Bucket	23:09 to 24:37				
						Ripper	24:37 to 27:05	6.3			
					Bucket	27:05 to 29:17					
Equipment	CAT 335F		Equipment	CAT 328D		Equipment	CAT 335F		Equipment	CAT 328D	
Total Depth (ft.)	7.5		Total Depth (ft.)	7.5		Total Depth (ft.)	6.5		Total Depth (ft.)	8.15	
Duration (min)	29.26		Duration (min)	31*		Duration (min)	29.28		Duration (min)	32.5	
Dimensions (ft.;LxWxD)	7.5x3.5x7.5		Dimensions (ft.;LxWxD)	10x3.5x7.5		Dimensions (ft.;LxWxD)	6.5x4.5x6.5		Dimensions (ft.;LxWxD)	10x3.5x8.15	
Approx Vol (cu.yds.)	7.29		Approx Vol (cu.yds.)	9.72		Approx Vol (cu.yds.)	7.04		Approx Vol (cu.yds.)	10.56	
Excavation Rate (cu. Yds/min)	0.25		Excavation Rate (cu. Yds/min)	0.31		Excavation Rate (cu. Yds/min)	0.24		Excavation Rate (cu. Yds/min)	0.33	
Ripping (min)	9.78			*Estimated		Ripping (min)	14.09		Ripping (min)	9.5	
Ripping Time (%)	33.4					Ripping Time (%)	48.1		Ripping Time (%)	29.2	

STA. 17+00 to 26+50

Weak to very strong, completely weathered to moderately weathered granitic rock. Frequent ripping or rock breaking proable to achieve required excavation depth. Angular oversize rock fragments up to 30 inches may comprise approximately 15 to 30 percent of excavation spoils. Screening anticipated to achieve 4-inch minus backfill requirement.*

* Rock hardness and degree of weathering can vary substantially over short distances. The conditions summarized above represent the generalized conditions based on the excavated locations only.

Station 28+38			Station 31+38			Station 34+18			
Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling
Bucket	0 to 5:00		Bucket	0 to 7:30		Bucket	0 to 5:20		Bucket
Ripper	5:00 to 6:10	5	Ripper	7:30 to 10:00	3				Ripper
Bucket	6:10 to 7:50		Bucket	10:00 to 13:35					Bucket
Ripper	7:50 to 9:28	5.3	Ripper	13:35 to 15:00	5				
Bucket	9:28 to 12:08		Bucket	15:00 to 18:00					
Ripper	12:08 to 14:01	6	Ripper	18:00 to 20:00	5.5				
Bucket	14:01 to 16:20		Bucket	20:00 to 23:30					
			Ripper	23:30 to 25:15	6				
			Bucket	25:15 to 28:00					
Equipment	CAT 335F		Equipment	CAT 328D		Equipment	CAT 335F		Equipment
Total Depth (ft.)	6.5		Total Depth (ft.)	8		Total Depth (ft.)	8		Total Depth (ft.)
Duration (min)	16.3		Duration (min)	28		Duration (min)	5.3		Duration (min)
Dimensions (ft.;LxWxD)	7.5x3.5x6.5		Dimensions (ft.;LxWxD)	6x3x8		Dimensions (ft.;LxWxD)	9x4x8		Dimensions (ft.;LxWxD)
Approx Vol (cu.yds.)	6.32		Approx Vol (cu.yds.)	5.33		Approx Vol (cu.yds.)	10.67		Approx Vol (cu.yds.)
Excavation Rate (cu. Yds/min)	0.39		Excavation Rate (cu. Yds/min)	0.19		Excavation Rate (cu. Yds/min)	2.01		Excavation Rate (cu. Yds/min)
Ripping (min)	4.67		Ripping (min)	7.67		Ripping (min)	0		Ripping (min)
Ripping Time (%)	28.7		Ripping Time (%)	27.4		Ripping Time (%)	0.0		Ripping Time (%)

26+50

39+50

STA. 26+50 to 39+50

Weak to moderately strong, completely to moderately weathered granitic rock. Some ripping required. Angular oversize rock fragments upto 12 inches may comprise up to to 15 percent of excavation spoils. Limited screening ar requirement. Areas of loose undocumented fill also present (e.g. Sta. 34+18).*

Station 37+38		Station 40+38			Station 43+38			Station 45+88		
Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)	Tooling	Time (min:sec)	Depth (Bucket to Ripper; ft.)
0 to 56:30 6:30 to 7:30 7:30 to 15:00	3	Bucket	0 to 7:12		Bucket	0 to 13:00		Bucket	0 to 6:00	
CAT 328D		Equipment	CAT 335F		Equipment	CAT 328D		Equipment	CAT 335F	
8		Total Depth (ft.)	7		Total Depth (ft.)	7		Total Depth (ft.)	8	
15		Duration (min)	7.2		Duration (min)	13		Duration (min)	6	
7x3x8		Dimensions (ft.;LxWxD)	63x7		Dimensions (ft.;LxWxD)	5x3x7		Dimensions (ft.;LxWxD)	6x36x8	
5.33		Approx Vol (cu.yds.)	4.67		Approx Vol (cu.yds.)	3.89		Approx Vol (cu.yds.)	5.33	
0.36		Excavation Rate (cu. Yds/min)	0.65		Excavation Rate (cu. Yds/min)	0.30		Excavation Rate (cu. Yds/min)	0.89	
1		Ripping (min)	0		Ripping (min)	0		Ripping (min)	0	
6.7		Ripping Time (%)	0.0		Ripping Time (%)	0.0		Ripping Time (%)	0.0	

STA. 39+50 to 46+87	
nticipated to meet 4-inch minus backfill	Weak, completely to highly weathered granitic rock. Previously disturbed in some areas. Limited ripping possible in some areas. Limited screening anticipated to meet 4-inch minus backfill requirement.*

EXHIBIT “C”
POTENTIAL MITIGATION REQUIRED FOR CALIFORNIA GNATCATCHER (CAGN)

- C. Presence of the California Gnatcatcher (CAGN) was observed adjacent to the project site during protocol surveys conducted on February 8th, 9th and 14th. An exhibit showing the CAGN use area adjacent to the project alignment is furnished within the following pages of this Exhibit “C”.

The CAGN nesting season began on Wednesday, February 15th. In response, the project biologist, RECON Environmental (RECON) has initiated noise monitoring activities as required by environmental regulations.

In general, the noise impacts to CAGN use areas must remain below an hourly average of 60 dB. Noise monitoring data received to date has indicated an hourly average level of 58 dB. If construction related noise exceeds an hourly average of 60 dB then construction must be suspended until the hourly average noise level is reduced, or other affirmative measures to secure compliance are implemented.

The most common affirmative measure implemented in these cases is the construction of a Sound Wall adjacent to the construction activity to absorb and redirect the construction noise.

When a noise barrier blocks the line of sight between a source (i.e., construction activities) and receiver (i.e., riparian habitat), generally at least a 5 A-weighted decibel [dB(A)] reduction can be achieved. To determine the site-specific noise reduction that would be achieved, a barrier ranging in height from 10 to 16 feet was modeled at the project boundary between the construction area and the riparian habitat using the SoundPLAN model. Topography was also taken into account. Table 1 summarizes the anticipated noise reduction at the riparian habitat based on barrier height. The required height of the barrier will be determined based on the measured construction equipment noise levels at the edge of the riparian habitat during the non-breeding season and the necessary noise reduction needed to reduce construction noise levels to the established noise threshold.

Table 1	
Barrier Noise Level Reduction	
Barrier Height (Feet)	Noise Reduction [dB(A)]
10	-7
11	-8
12	-9
13	-11
14	-12
15	-13
16	-13

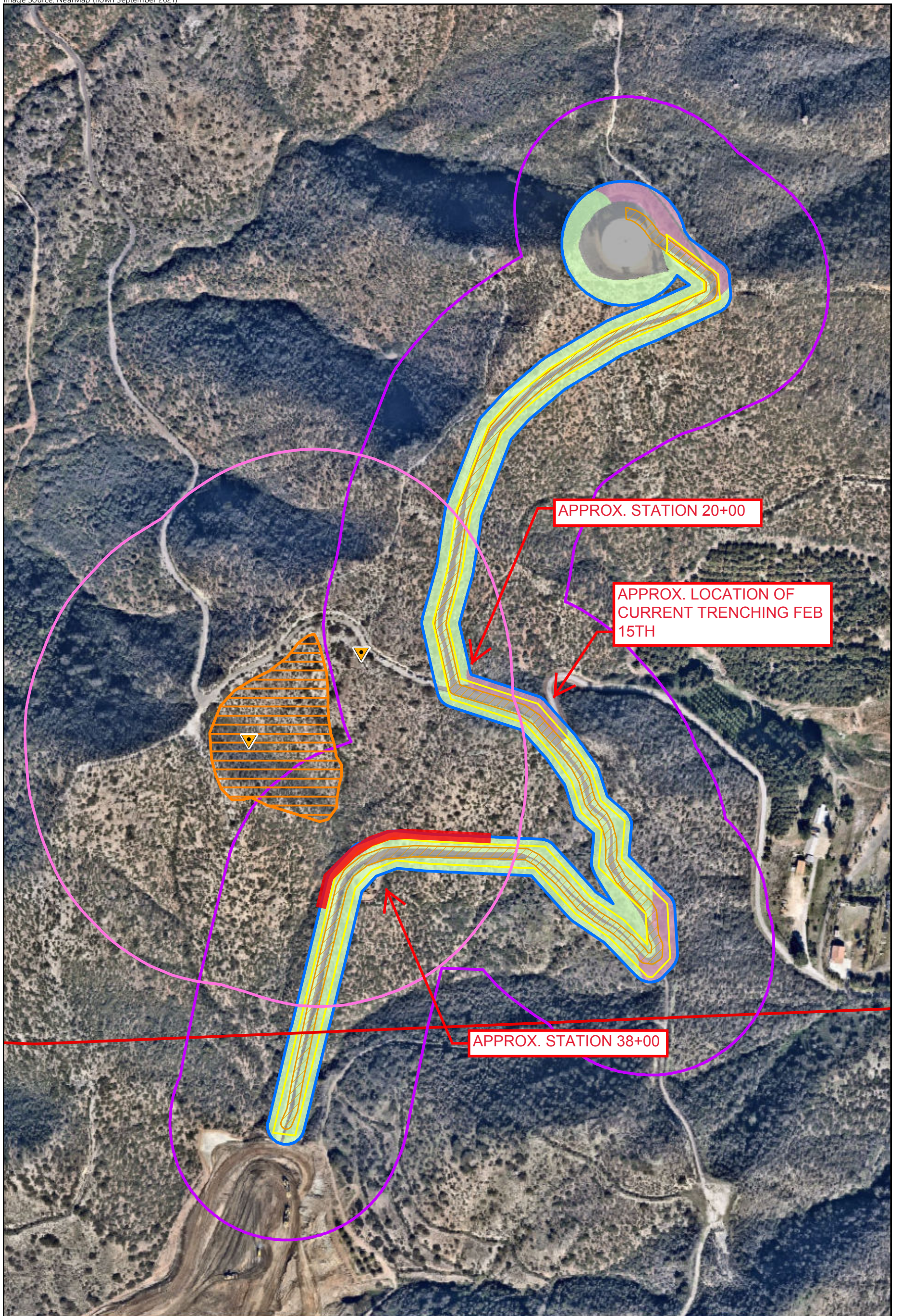
TPH recently utilized Greenfield Fence to construct plywood sound wall within adjacent areas of its Citro development project. A copy of the subcontract issued to Greenfield is enclosed within the following pages of this Exhibit "C".

The cost impact of a work suspension is approximately \$1,700/hour or \$13,600/day. For the purposes of this correspondence, TPH modeled a 625 lineal foot long sound wall along those portions of the alignment in closest proximity to the CAGN use area.

CAGN SOUND WALL VS. WORK SUSPENSION COST ANALYSIS

Sound Wall (16-Ft High)	625	LF	\$42	/ LF	\$26,250
Removal	625	LF	\$7	/ LF	<u>\$4,375</u>
					\$30,625
Sound Wall (8-Ft High)	625	LF	\$32	/ LF	\$20,000
Removal	625	LF	\$7	/ LF	<u>\$4,375</u>
					\$24,375
Work Suspension Impact			\$1,700	/HR	
			\$13,600	/DAY	

For the purposes of this correspondence an estimated cost impact of \$31,000 has been incorporated into the TPH recommendation.



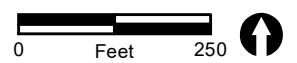
- Citro Project Boundary
- RMWD Easement
- Project Impacts
- Survey Area

- CAGN Survey Area
- CAGN Use Area
- CAGN Use Area 500 ft Buffer

- Sensitive Wildlife Observation**
- ▼ Coastal California Gnatcatcher (*Poliptila californica californica*)

Vegetation Communities

- Southern Mixed Chaparral
- Coastal Sage Scrub
- Developed Land





PROJECT: MEADOWOOD
TRADE: PLYWOOD SOUND WALL
DATE: FEBRUARY 20, 2020

CONTRACT: **129409-OL**
COST CODE: 70218004-1520-33050

<p>OWNER:</p> <p>PARDEE HOMES 13400 Sabre Springs Pkwy, Ste 200 San Diego, CA 92128 (858) 794-2500</p>	<p>SUBCONTRACTOR:</p> <p>Greenfield Fence, Inc. 4051 Oceanside Blvd Oceanside, CA 92056 Attn: Mike McLaughlin Telephone: 760-724-8131 Email: mike@greenfieldfenceinc.com</p>
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The following documents constitute the Job-specific Documentation for the Job described herein under Contract set forth above and incorporate by reference and are subject to all of the terms, conditions and definitions set forth in the latest signed "Subcontract Agreement and/or Material Supplier's Agreement" by and between Pardee Homes ("Pardee") and GREENFIELD FENCE, INC. ("Subcontractor"), dated February 20, 2020

In the event of any conflict between a provision of this Job-specific Documentation and any term or condition of the Subcontract Agreement, the term or condition of the Subcontract Agreement shall prevail unless this Job-specific Documentation expressly states that it is intended to supersede the Agreement with regard to the particular conflict.

EXHIBIT A: SPECIFICATIONS

I. PLANS, CODES, GENERAL CONDITIONS

1. Subcontractor shall furnish all required labor, supervision, material, equipment, supplies, permits, transportation, taxes, insurance and licenses to complete all "**PLYWOOD SOUND WALL FENCING**" per the specifications per Greenfield Fence proposal:
 - a) Subcontractor acknowledges that he has visited the site and accepts all site conditions in order to perform the work
2. All work shall be performed in a manner acceptable to Pardee Homes and shall conform to the requirements of the Federal Housing Administration (FHA), the Veterans Administration (VA) and all government agencies having jurisdiction over this work.
3. Prior to starting any work under this contract Subcontractor shall meet with Pardee Superintendent and related subtrades to coordinate all of the details of the work including review of the plans and specifications, dimensions, schedules, models and prior production units if they exist. Subcontractor agrees that he has inspected and accepts all existing conditions and is aware of all the details for which he is responsible.
4. Subcontractor shall keep on his work during its progress a competent, English speaking foreman, who is able to communicate fluently with his employees, and any necessary assistant, all satisfactory to Pardee. The foreman shall not be changed by Subcontractor unless the foreman proves to be unsatisfactory to Subcontractor and ceases to be in his employ. The foreman shall represent Subcontractor in his absence and all directions given to him shall be binding as if given to Subcontractor. Subcontractor's foreman shall be familiar with all contract documents, plans and specifications. Pardee reserves the right to disapprove Subcontractor's foreman at any time during construction. In such case, Subcontractor shall immediately provide other qualified supervision acceptable to Pardee.
5. Drinking water, cups and shade as required by governing authorities shall be provided by Subcontractor for their employees on Pardee's project site. Sanitary facilities at Pardee project sites shall be provided by Pardee.
6. It is hereby agreed between Pardee Homes and Subcontractor that Subcontractor agrees to conform to the following guidelines in the conduct of his business. These guidelines shall be a condition of the Subcontract Agreement and any deviation will be a violation of this contract and grounds for immediate termination of the contract by Pardee Homes and removal of the Subcontractor from the job.
 - a) All workers hired shall have legal United States Immigration and Naturalization Service status as to citizenship or residence and right to work. Same shall be documented with I-9 form, Social Security card and a form of photographic identification such as a valid drivers license.
 - b) All workers shall be hired directly by and work directly for Subcontractor. No intermediate labor contractors are to be used.
 - c) Subcontractor agrees to maintain a training program to assure workers keep current in proper trade and safety practices.
 - d) Subcontractor shall comply with all applicable laws.
 - e) In respect to company payroll, all payments to be made by regular company payroll checks. No payments to be made in cash. Same to be documented by payroll records and canceled checks subject to Pardee's inspection.

II. JOB PREPARATION

1. The Fencing Subcontractor, Landscape Subcontractor, Finish Grading Subcontractor and Pardee Superintendent shall meet, prior to the commencement of work on the project, to agree upon the condition of the site which shall be accepted by Fencing Subcontractor. The Grading Subcontractor and Fencing Subcontractor shall be mutually responsible for the final finish grade.



PROJECT: MEADOWOOD
 TRADE: PLYWOOD SOUND WALL
 DATE: FEBRUARY 20, 2020

CONTRACT: 129409-OL
 COST CODE: 70218004-1520-33050

III. DETAILED DESCRIPTION OF WORK

L.F. SUPPLY & INSTALL 16' HIGH PLYWOOD SOUNDWALL \$42.00 PER. L/F

L.F. SUPPLY & INSTALL 8' HIGH PLYWOOD SOUNDWALL \$32.00 PER. L/F

OPTION: REMOVAL OF SOUND WALL @ \$7.00 PER. L.F.

OPTION: RE-INSTALL 16' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$24.50 PER. L.F.

OPTION: RE-INSTALL 8' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$15.00 PER. L.F.

NOTE: ALL MATERIALS THAT ARE TO BE REMOVED AND STORED FOR FUTURE USE, ARE TO BE STORED AND COVERED AT OUR OCEANSIDE FACILITY. THESE MATERIALS ARE TO RE-USED FOR FUTURE RE-INSTALLATION AT THE ABOVE OPTION PRICING.

SPECS: 5/8" X 48" X 96" CDX PLYWOOD, 2" X 4" DOUGLAS FIR HORIZONTAL RAILS, 4" X 6" DOUGLAS FIR POSTS 8' O.C. SET IN 10" X 36" HOLES AND HANDPACKED WITH SPOILS. THE PLYWOOD TO BE HORIZONTALLY STACKED AND ATTACHED TO POSTS USING WOOD SCREWS. DIAGONAL BRACING INSTALLED WHERE NEEDED USING 2" X 4" DOUGLAS FIR. ALL SPOILS TO BE SPREAD ON SITE AT LOCATION OF THE SOUND WALL. SOIL COMPACTION NOT INCLUDED.

EXCLUSIONS: PERMITS, ENGINEERING, FEES, INSPECTIONS, STRUCTURAL CALCS, ACOUSTIC CALCS & DATA.

IV. SITE CLEAN UP

1. Subcontractor shall keep the jobsite clean at the end of each day. All trash generated by your work on the job must be placed in the dumpster or location approved by Pardee Superintendent, for future pick up by the Clean Up Contractor. Daily broom sweeping by subcontractor is required at the end of each day in any home that work was performed.
2. Dirt removed during the digging of post holes shall be hand raked neatly along property line in a fashion that does not interfere with finish grading and drainage.

V. PRODUCTION SCHEDULE

1. Subcontractor shall provide and maintain a sufficient labor force, materials and equipment to complete the work expeditiously and per schedule requirements as directed by Pardee Superintendent. Strict adherence to production schedules and quality workmanship are of prime importance to Pardee Homes. Subcontractor's attention is directed to Paragraphs entitled "Scheduling of Work", "Liquidated Damages for Delays by Subcontractor" and "Remedies for Default by Subcontractor", of this Subcontract Agreement. These provisions will be strictly enforced should Subcontractor fail to meet Pardee's production schedules.
2. All work is to proceed as directed by Pardee. Subcontractor will coordinate all work with other trades working in conjunction with Subcontractor.
3. Subcontractor shall be present at all construction meetings as requested by Pardee. Subcontractor shall have a company principal and the jobsite foreman attend each meeting if requested.

VI. CUSTOMER SERVICE

1. Subcontractor guarantees the work for one year after completion. Subcontractor shall respond to and investigate all customer service complaints within forty-eight (48) hours after receipt thereof, and Subcontractor shall completely correct all of said complaints within a period of five (5) working days. Should Subcontractor fail to perform the obligations stated herein, Pardee shall have the option to contract for or to perform any service required to satisfy customer service complaints and backcharge Subcontractor for all costs incurred.

VII. HAZARDOUS MATERIALS

1. **HAZARD COMMUNICATION STANDARDS (O.S.H.A.):** Pardee's written hazard communication program is available in the Vice President/Director Of Construction Operation's office and every field construction office for review by Subcontractors and Subcontractor's employees. Subcontractor shall comply with all provisions of the program in effect at any time and shall comply with all legal requirements applicable to Subcontractor and Subcontractor's employees with regard to hazardous chemicals to which they may be exposed. Subcontractor shall provide Vice President/Director of Construction Operations with appropriate material safety data sheets (M.S.D.S.) and receive written permission from Pardee Vice President/Director of Construction Operations prior to delivering a hazardous chemical to a Pardee work site. In the event of a spill (or release) of a reportable quantity of a hazardous substance, Subcontractor shall immediately notify Pardee Superintendent and Pardee Vice President/Director of Construction Operations. Subcontractor shall be responsible for statutory reporting and shall bear all costs for clean up.



PROJECT: MEADOWOOD
 TRADE: PLYWOOD SOUND WALL
 DATE: FEBRUARY 20, 2020

CONTRACT: **129409-OL**
 COST CODE: 70218004-1520-33050

VIII. SAFETY RULES AND REGULATIONS COMPLIANCE (O.S.H.A.)

1. Subcontractor shall have and exercise full responsibility for compliance with Pardee and OSHA safety rules and regulations for itself, its agents, employees, materialmen and sub-subcontractors with respect to its portion of the Work on the Job, and shall directly receive, respond to, defend and be responsible for any citation, assessment, fine or penalty by reason of Subcontractor's failure of Subcontractor's agents, employees, materialmen and sub-subcontractors to so comply.
2. Subcontractor shall provide all necessary safety training and equipment for their employees to comply with Pardee and OSHA requirements.
3. Subcontractor shall ensure compliance with all OSHA and Pardee requirements for fall protection.
4. Subcontractor shall comply with all applicable laws and shall have in place, a written injury and illness prevention program which includes:

a) Identify below the person or persons responsible for implementing Subcontractor's Safety program.

Name:	<u>Alex Hernandez</u>	Phone	<u>760-724-8131</u>
E-mail:	<u>alex@greenfieldfenceinc.com</u>		

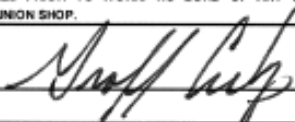
- b) The employer's system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices, including investigation of injuries and illnesses.
 - c) The employer's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner.
 - d) An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.
 - e) The employer's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.
 - f) The employer's system for ensuring that employees comply with safe and healthy work practices which may include disciplinary action.
5. Hard hats are required on all Pardee active construction sites including onsite and offsite construction activities. Subcontractor shall furnish hard hats for all of his employees and require that they wear them while on Pardee's project site and out of vehicles which includes wearing hard hats while inside the structures. A citation of non-compliance shall be levied against Subcontractor's employees who fail to wear a hard hat on Pardee active construction sites. Citations shall be issued by Pardee's Vice President/Director of Construction Operations and/or Pardee's Project Superintendent and/or Pardee's Assistant Superintendent. An amount of \$25.00 for each occurrence will be deducted from payment due Subcontractor. Repeated infractions and non-compliance may result in a) banning of non-complying employee from Pardee jobsites and/or b) termination of Subcontractor's right to proceed with his contract work including all remedies as set forth in paragraph entitled "Remedies for Default by Subcontractor".
 6. Subcontractor is aware and will be responsible for ensuring compliance from subcontractor's employees and suppliers the following job site requirements:
 - a) no drugs (including possession or usage)
 - b) no weapons
 - c) no visitors or children
 - d) no pets
 - e) no alcoholic beverages
 - f) no loud music
 - g) immediate removal from jobsite of any employee violating Pardee's Safety guidelines
 7. Subcontractor's field employees shall participate in a brief environmental training on avoidance of site sensitive biological resources. Pardee's Superintendent will present the training video to the field staff prior to commencing work.
 8. Subcontractor shall not be held liable for any damages involved with the sound wall including wind, storm or rain. Subcontractor shall be responsible for any damages caused by faulty installation



PROJECT: MEADOWOOD
 TRADE: PLYWOOD SOUND WALL
 DATE: FEBRUARY 20, 2020

CONTRACT: 129409-OL
 COST CODE: 70218004-1520-33050

IX. PRODUCT AND MATERIAL SPECIFICATIONS

Wood Chain Link	Vinyl Masonry	GREENFIELD FENCE INC.	Tubular Fence Automated Entry Systems	Glass Fence Automated Entry Systems	
PROPOSAL/CONTRACT 4051 Oceanside Blvd. Oceanside, CA 92056 Phone 760-724-8131 Fax 760-724-8483 License #568973					
PROPOSAL SUBMITTED TO: Pardee Homes		PHONE: 858-794-2503	FAX:	DATE: 1/18/20	
STREET: 13400 Sabre Springs Parkway, Suite 200,		JOB NAME: MEADOWOOD			
CITY, STATE & ZIP CODE: San Diego, Ca 92128		DS FALLBROOK		ATT: CHRIS NICHOLS	
We hereby submit an estimate to furnish Labor and Materials for:					
3500	L.F. RE-INSTALL 16' HIGH SOUNDWALL USING EXISTING MATERIALS	\$24.50	PER. L/F	= \$	85,750.00
OPTION: ANY HARD ACCESS WILL BE AN ADDITIONAL CHARGE OF @ \$5.00 PER. L.F. PRICE SUBJECT TO CHANGE.					
OPTION: RE-INSTALL 8' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$15.00 PER. L.F.					
OPTION: REMOVAL OF SOUND WALL @ \$7.00 PER. L.F.					
GREENFIELD FENCE INC. WILL NOT BE HELD LIABLE FOR ANY DAMAGES INVOLVED WITH THE SOUND WALL INCLUDING WIND, STORM, RAIN AND/OR ANY ACTION THAT MAY ARISE.					
SPECS: 5/8" X 48" X 96" CDX PLYWOOD, 2" X 4" DOUGLAS FIR HORIZONTAL RAILS, 4" X 6" DOUGLAS FIR POSTS 8' O.C. SET IN 10" X 36" HOLES AND HANDPACKED WITH SPOILS. THE PLYWOOD TO BE HORIZONTALLY STACKED AND ATTACHED TO POSTS USING WOOD SCREWS. DIAGONAL BRACING INSTALLED WHERE NEEDED USING 2" X 4" DOUGLAS FIR. ALL SPOILS TO BE SPREAD ON SITE AT LOCATION OF THE SOUND WALL. SOIL COMPACTION NOT INCLUDED.					
EXCLUSIONS: PERMITS, ENGINEERING, FEES, INSPECTIONS, STRUCTURAL CALCS, ACOUSTICAL CALCS & DATA.					
IF OCIP APPLIES SIR NOT TO EXCEED \$1500.00 CREDIT CARD CHARGES: CONVENIENCE FEE MAY APPLY. PRICE SUBJECT TO CHANGE DUE TO SPECIAL DIGGING REQUIRED AFTER DIG ALERT.					TOTAL = \$ 85,750.00
<small>NOTE FOLLOWING CONDITIONS: PENDING CREDIT APPROVAL. PAYMENT TERMS: NET 15 DAYS. PRICE INCLUDES ALL LABOR, MATERIAL, TAXES, ETC. NECESSARY TO COMPLETE JOB. FIELD MEASURED UPON COMPLETION AND BILLED AT AGREED PRICES. PRICE EXCLUDES CORE DRILLING, GRADING, STAKING, PERMITS, SURVEYING, DAMAGES TO UNDERGROUND UTILITIES, SPRINKLERS, OR PROPERTY DUE TO INSTALLATION OR REMOVAL. ALL PROPERTY MARKERS ARE TO BE VISIBLE AT THE START OF WORK. IF NOT, GREENFIELD FENCE, INC. DOES NOT ASSUME ANY RESPONSIBILITY FOR THE WRONG PLACEMENT OF FENCE OR WALL. ANY CHANGE IN THIS QUOTE DURING CONSTRUCTION WILL RESULT IN A CHARGE FOR THE EXTRA WORK PERFORMED. PRICE DOES NOT INCLUDE OCIP/WRAP INSURANCE PROGRAMS. LUMBER PRODUCTS ARE NOMINAL SIZES SET BY THE MANUFACTURERS. BILLABLE PAPERWORK IS REQUIRED PRIOR TO WORK. NO BOND OF ANY KIND INCLUDED IN BID. WORK MUST COMMENCE WITHIN 30 DAYS OF ACCEPTANCE. THIS QUOTATION VALID FOR 5 DAYS. WE ARE A NON-UNION SHOP.</small>					
ACCEPTANCE OF PROPOSAL: Signature: _____ Date: _____			AUTHORIZED SIGNATURE:  GEOFF CULP		
<small>In the event that either party becomes involved in litigation, arbitration or any other alternate dispute resolution arising out of or relating to this contract or the performance of it, the court or tribunal in such arbitration or litigation shall award reasonable fees and costs incurred to the prevailing party including attorneys fees, expert witness fees, court costs and other costs arising out of or relating to resolution of the dispute.</small>					
Payments to be made as follows: <small>All materials are guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. All property markers must be at the start of construction or otherwise we do not assume any responsibility whatsoever for any fences in their wrong location.</small>			Notice <small>"Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.) Any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for this work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."</small>		
www.greenfieldfenceinc.com					<small>REV2012</small>



PROJECT: MEADOWOOD
TRADE: PLYWOOD SOUND WALL
DATE: FEBRUARY 20, 2020

CONTRACT: 129409-OL
COST CODE: 70218004-1520-33050

IX. PRODUCT AND MATERIAL SPECIFICATIONS (continued)

SPECS: 5/8" X 48" X 96" CDX PLYWOOD, 2" X 4" DOUGLAS FIR HORIZONTAL RAILS, 4" X 6" DOUGLAS FIR POSTS 8' O.C. SET IN 10" X 36" HOLES AND HANDPACKED WITH SPOILS. THE PLYWOOD TO BE HORIZONTALLY STACKED AND ATTACHED TO POSTS USING WOOD SCREWS. DIAGONAL BRACING INSTALLED WHERE NEEDED USING 2" X 4" DOUGLAS FIR. ALL SPOILS TO BE SPREAD ON SITE AT LOCATION OF THE SOUND WALL. SOIL COMPACTION NOT INCLUDED.

OPTION: REMOVAL OF SOUND WALL @ \$7.00 PER. L.F.

OPTION: RE-INSTALL 16' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$24.50 PER. L.F.

OPTION: RE-INSTALL 8' HIGH SOUNDWALL USING EXISTING MATERIALS @ \$15.00 PER. L.F.

NOTE: ALL MATERIALS THAT ARE TO BE REMOVED AND STORED FOR FUTURE USE, ARE TO BE STORED AND COVERED AT OUR OCEANSIDE FACILITY. THESE MATERIALS ARE TO RE-USED FOR FUTURE RE-INSTALLATION AT THE ABOVE OPTION PRICING.

End Exhibit A



PROJECT: MEADOWOOD
 TRADE: PLYWOOD SOUND WALL
 DATE: FEBRUARY 20, 2020

CONTRACT: **129409-OL**
 COST CODE: 70218004-1520-33050

EXHIBIT B: PRICE AND PAYMENT SCHEDULE

I. PRICE SCHEDULE-ACCT CODE: 70218004-1520-33050

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16' 0" High Plywood Sound Wall	3,500 LF	\$24.50/LF	\$85,750.00
8' 0" High Plywood Sound Wall	0 LF	\$15.00/LF	\$0.00
TOTAL			\$85,750.00

B. ALTERNATES

ITEM	DESCRIPTION	UNIT PRICE
1	Removal of Sound Wall	\$7.00/LF
2	Re-Install 16' high Sound Wall Using Existing material	\$24.50/LF
3	Re-Install 8' high Sound Wall Using Existing material	\$15.00/LF

Note: All material that are to be removed and stored for future use, are to be stored and covered at Subcontractor's facility in Oceanside. These materials are to be available for re-use for future re-installation at the above listed Alternate pricing.

C. EXTRA WORK

- If Pardee requests that Subcontractor perform additional work, Subcontractor shall perform such additional work at price rates agreed to prior to commencement of work. All work performed on a time and material basis shall be approved in writing daily by Pardee's Superintendent and the original (approved) daily work tickets shall accompany the invoice for payment.

LABOR RATE: Foreman w/ helper \$ 65.00/HR

II. PRICE GUARANTEE

Subcontractor guarantees that the contract prices set forth in this Exhibit for All Units Released for Construction are firm through **December 31, 2021** (the "Price Guarantee Expiration Date"). The term "All Units Released for Construction" shall include all work for which either (a) Pardee has sent either a Construction Release letter or an Application for Payment to Subcontractor by either regular U. S. Mail or transmission to Subcontractor's email address or fax number as listed in the Subcontract Agreement or (b) physical work has commenced by any subcontractor on the first unit in such phase on or before the Price Guarantee Expiration Date. Pardee, in its sole discretion, retains the option to award future construction releases. **Subcontractor agrees to honor the current approved price schedule set forth in this Exhibit (the "Approved Price Schedule") for All Units Released for Construction through the Price Guarantee Expiration Date and thereafter until the Approved Price Schedule is superseded by a new written price schedule furnished by Subcontractor to Pardee ninety (90) days before the date Subcontractor proposes for its effectuation and approved by Pardee in writing prior to its effectuation.** It is further agreed that any purported increase in the costs of labor, material and/or equipment by Subcontractor subsequent to the Price Guarantee Expiration Date without Pardee's prior written approval shall at Pardee's option constitute termination of the Subcontract Agreement per Pardee's written notice thereof sent to Subcontractor by either regular U. S. Mail or transmission to Subcontractor's email address or fax number as listed in the Subcontract Agreement.

III. PAYMENT SCHEDULE:

- Subject to other provisions of this contract pertaining to payment, work is subject to field measurement and will be paid for twice each month upon receipt of invoice approved by Pardee's Field Superintendent for quantities completed.

DRAW #1 (35500): 100% Upon completion of all work.

- RETENTION:** 10% retention will be withheld from all invoices submitted for payment until (35) days after the notice of completion has been filed on the last house in each production release. Notwithstanding the foregoing, Pardee may withhold a greater amount, or may withhold for a longer period, or both, as determined by Pardee for any of the reasons enumerated in that paragraph of the Subcontract Agreement entitled "Payment to Subcontractor."
- OCIP INSURANCE CREDIT:** All payments made to Subcontractor shall be reduced by the percentage set forth in the applicable OCIP addendum attached to the Subcontract Agreement. The OCIP insurance credit will be calculated on the gross invoice amount. OCIP insurance credits will not be withheld from retention payments. Subcontractor shall show the insurance credit as a deduction from the net amount on each invoice. Invoices not showing credits taken will be returned to Subcontractor.
- OCIP SIR CONTRIBUTION:** The maximum SIR contribution for each enrolled subcontractor is set forth in the applicable OCIP addendum attached to the Subcontract Agreement.



PROJECT: MEADOWOOD
 TRADE: PLYWOOD SOUND WALL
 DATE: FEBRUARY 20, 2020

CONTRACT: **129409-OL**
 COST CODE: 70218004-1520-33050

IV. EXPEDITING PAYMENT

All invoices must be submitted in accordance with Pardee Billing Package, a complete copy of which was forwarded to you with the fully executed contract. The following is a summary of common problems which often cause delays in payment:

- A. FIELD APPROVAL OF INVOICES:** Invoices must be submitted directly to the relevant local Area Construction office for approval by Pardee Superintendent and Area Manager. The local office will then forward approved invoices to Pardee Accounts Payable, Los Angeles, for processing during the next payment cycle.
- B. INSURANCE:** Subcontractor, if eligible, must be enrolled in Pardee's wrap-up insurance program. Subcontractor must also provide a satisfactory certificate of insurance for automobile liability and for workers' compensation, general liability for operations away from the project site and other insurance which are not otherwise insured under the Wrap-Up. Pardee and the Wrap-up Administrator must be named as additional insured, all as more specifically set forth in the attached contract Addendum.

Subcontractor shall provide to Pardee Homes the name and telephone number of the company representative responsible for handling Wrap-Up insurance enrollment and/or company insurance questions.

	Contact Name	Phone Number
Company Insurance Representative:	<u>Mike McLaughlin</u>	<u>760-724-8131</u>
E-Mail Address:	<u>mike@greenfieldfenceinc.com</u>	

MATERIAL SUPPLIERS: Pardee Accounts Payable Department must have your affidavit of Seller/Subcontractor/Supplier prior to the commencement of work. A new affidavit must be submitted as additions or deletions are made.

- C. LIEN RELEASES:** All relevant lien releases, as detailed in the billing package, must be submitted with each invoice. Releases are to be signed by an owner or corporate officer. We must have approval, in writing by an owner or corporate officer, of all other persons authorized to sign releases.

E. INVOICING:

1. Invoices shall include the following information:
 - a) Contract number
 - b) Project name
 - c) Phase and lot numbers being invoiced where applicable
2. Extras and options shall be invoiced separate from contract billing.

End Exhibit B

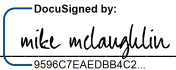


PROJECT: MEADOWOOD
TRADE: PLYWOOD SOUND WALL
DATE: FEBRUARY 20, 2020

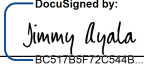
CONTRACT: **129409-OL**
COST CODE: 70218004-1520-33050

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below.

Greenfield Fence, Inc.:

Signed by: 
9596C7EAEDBB4C2...
Typed name: mike mcLaughlin
Title: president
Date: 2/25/2020
License #: 568973

PARDEE HOMES:

Signed by: 
BC517B5F72C5A4B...
Typed name: Jimmy Ayala
Title: Division President
Date: 2/25/2020
CALIF. LICENSE #251810
Tract / Job: **MEADOWOOD**

**ADDENDUM NO. 1 TO JOB-SPECIFIC DOCUMENTATION
CERTIFICATION OF NO M.S.D.S. AND HAZARDOUS MATERIALS**

Subcontractor hereby certifies that Subcontractor's work materials do not require a Material Safety Data Sheet and that no hazardous substances are to be used in its operations on the job site (or if appropriate, indicate "all operations").

(IMPORTANT: SUBCONTRACTOR SHALL INITIAL THE BOX IF APPLICABLE. IF NOT INITIALED, SUBCONTRACTOR'S COMPLIANCE TO THE CONTRACT SECTION HEADED ITEM 29. HAZARDOUS COMMUNICATION STANDARDS (O.S.H.A.) SHALL APPLY REGARDING SUBMITTAL OF M.S.D.S. DOCUMENTATION.)

Note: Reducing chemical risk is a continued focus at Pardee Homes. Our chemical management policy sets clear expectations for "no new purchases" of products containing polychlorinated biphenyls, asbestos or lead-based paints and "restricted use only" of products containing chlorinated solvents, mercury compounds or aerosol propellants.

End Addendum 1

EXHIBIT "D"
ASSOCIATED GEOTECHNICAL SUPPORT
SOFT COSTS

- D) Associated Geotechnical Soft Costs: This item includes Geotechnical Support Services associated with the project's duration, observing and monitoring the impacts of hard rock upon the excavation, supporting exploratory test pit excavation and evaluating the potential impacts of hard rock along the alignment.

A proposal from TPH's geotechnical engineer, Geocon is enclosed herein in the amount of \$80,000.

Geotechnical Services (Current)	\$59,000
Geotechnical Services (Additional)	\$80,000
Geotechnical Services (Revised Total)	\$139,000

Subject: 18-inch Offsite - Rainbow Water Line
Date: Thursday, February 17, 2022 at 2:09:26 PM Pacific Standard Time
From: Rod Mikesell
To: April Tornillo, Mark Sullivan
Attachments: image001.png, image002.jpg, Summary of Costs (Revised).docx

Mark and April,

As requested, appended to this e-mail is a summary of costs for the 18-inch offsite Rainbow Water Line.

The original Geocon proposal anticipated a scope for observation of contractor backfill and compaction testing equal to approximately 4.5-hours/day over a 9-week duration of dig, lay and backfill operations. The estimate was prepared prior to receipt of bids and receipt of the Contractor's construction schedule. During the preconstruction meeting, the contractor furnished a schedule indicating dig, lay and backfill activities with a combined duration of 28-weeks.

Using an extended duration of 19 weeks beyond the original 9-week duration, we estimate an additional cost of \$77,750 will be required to observe backfill, provide compaction testing, perform periodic observation of the contractor's hard rock excavations, observe test pit excavations, and furnish office support for hard rock evaluation.

A breakdown of the \$77,750 additional costs is as follows:

Allowance for Compaction Testing for water main backfill; 4 hours per day for 19 weeks = \$47,500
Allowance for Observation of Hard Rock Excavation; 2 hours per day for 19 weeks = \$23,750
Evaluation of Test Pits for Hard Rock = \$3,000
Office Time for Hard Rock Evaluation = \$3,500

Let me know if you have any questions.



Rod Mikesell, GE | Vice President/Senior Engineer

Geocon, Incorporated

6960 Flanders Drive San Diego, CA 92121

Office 858.558.6900 Ext. 220 Mobile

619.818.0206

mikesell@geoconinc.com / www.geoconinc.com / [Facebook](#) / [LinkedIn](#)

Los Angeles - Orange County - Riverside County - San Bernardino County - Palm Desert - San Diego - Sacramento - Bay Area - Fairfield

[Geotechnical Engineering](#) [Environmental Services](#) [Engineering Geology](#) [Construction Inspection](#)
Land Development Transportation Infrastructure Institutional Brownfields/Redevelopment Natural Resources

**SUMMARY OF EXISTING WORK ORDER AND
ADDITIONAL COSTS BASED ON 28-WEEK DURATION AND FOR HARD ROCK**

Item	Original Work Order Budget	*Additional Costs	Estimated Total Cost
Compaction Testing Backfill and Hard Rock Observation	\$25,000	\$77,750	\$105,000
R-Value sampling and testing	\$2,500	0	\$2,500
Compaction Testing – Pavement	\$25,000	0	\$25,000
Geotechnical Consultation	\$3,000	0	\$3,000
Laboratory Testing	\$2,500	0	\$2,500
Final Report Preparation	\$1,000	0	\$1,000
Total:	\$59,000	\$77,750	\$136,750

*Based on 28 week excavation and backfill duration. A duration greater than this may occur due to extra time required for hard digging.

EXHIBIT "E"
 ASSOCIATED NOISE MONITORING AND BIOLOGICAL CONSULTANT
 SOFT COSTS

- E) Associated Noise Monitoring and Biological Consultant: This item includes additional biological support services and noise monitoring associated with the presence of the California Gnatcatcher adjacent to the project alignment.

A proposal from TPH's biologist, RECON is enclosed herein in the amount of \$39,420.

Biological Services (Current)		\$10,000
Biological Services (Additional)		
Noise Monitoring (2-weeks)	\$12,000	
Noise Monitoring (4-weeks)	\$24,000	
CAGN Support Services	\$3,420	
Biological Services (Subtotal)		\$39,420
Biological Services (Revised Total)		\$49,420

Subject: RE: [External] Rice Canyon Pipeline Project - CAGN observed / Recon Cost Impacts
Date: Wednesday, February 16, 2022 at 2:00:06 PM Pacific Standard Time
From: Jennifer Campos
To: Mark Sullivan, April Tornillo
CC: Andrew Smisek, Jade Woll, Erika Powers
Attachments: image001.png, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image008.png, image009.png, KKK-88_Tri Pointe Homes.doc

Mark and April,

See attached for the work order request for additional noise monitoring.

Jennifer Campos
Project Director



RECON Environmental, Inc.

3111 Camino del Rio North, Suite 600
San Diego, CA 92108-5726
(619) 308-9333 ext. 123

CA SB | SBA SB

[Website](#) | [Instagram](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

From: Jennifer Campos
Sent: Wednesday, February 16, 2022 12:48 PM
To: Mark Sullivan <mjsullivan@mjscm.onmicrosoft.com>; April Tornillo <April.Tornillo@TriPointeHomes.com>
Cc: Andrew Smisek <asmisek@reconenvironmental.com>; Jade Woll <jwoll@reconenvironmental.com>
Subject: FW: [External] Rice Canyon Pipeline Project - CAGN observed / Recon Cost Impacts

Mark and April,

As discussed, I'll get you a work order today.

Below is more info as discussed:

We had originally budgeted approx. \$12,000 for noise monitoring with the existing authorization, that will cover us for approximately 10 days (2 weeks) of full-time noise monitoring. We are estimating approximately 4 more weeks of monitoring which at approximately \$26,000. Because noise levels have been close to the 60dBA threshold, its likely that walls will need to be installed.

Actual costs will depend on a few factors:

1. If the noise levels go over the threshold, noise walls would need to be installed.
2. If walls get installed and we can demonstrate noise is consistently reduced below the threshold, then we can reduce the monitoring to weekly site checks.
3. If the gnatcatchers leave the area, the monitoring can stop
4. If the gnatcatchers remain in the area for the length of construction then it will likely require more than the estimated \$24,000

Jennifer Campos

Project Director



RECON Environmental, Inc.

3111 Camino del Rio North, Suite 600
San Diego, CA 92108-5726
(619) 308-9333 ext. 123

CA SB | SBA SB

[Website](#) | [Instagram](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

From: Mark Sullivan <mjsullivan@mjscm.onmicrosoft.com>
Sent: Wednesday, February 16, 2022 10:12 AM
To: Andrew Smisek <asmisek@reconenvironmental.com>; Jennifer Campos <jcampos@reconenvironmental.com>
Cc: Jade Woll <jwoll@reconenvironmental.com>; April Tornillo <April.Tornillo@TriPointeHomes.com>
Subject: Re: [External] Rice Canyon Pipeline Project - CAGN observed / Recon Cost Impacts
Importance: High

Andrew and Jennifer,

Tri Pointe needs to understand what cost impacts the noise monitoring and CAGN presence may have to their services agreement with Recon.

We are trying to get a letter written by the end of the day today.

Can you review your scope of work and proposal and furnish an updated proposal by mid-afternoon?

Mark Sullivan, Principal Engineer
MJS Construction Mgmt. & Eng. Inc.

WORK AGREEMENT

Contract No.
<small>This Section for TPH Use Only</small>

Consultant Information:	
Name	RECON Environmental
Address	3111 Camino del Rio N. Suite 600
	San Diego, CA 92108
Attention	Gina P. Session
Telephone	619-308+9333 x 151
Email	gssisson@reconenvironmental.com
Consultant Ref. No.	3706-2 KKK-88

Tri Pointe Homes Information:	
Master Planned Community	Meadowood
Project Name	Overall Majors
Project No.	70218003
Cost Code No.	
<p style="text-align: center;"><i>This Work Agreement is a (check <u>one</u>):</i></p> <p> <input type="checkbox"/> New Contract <input checked="" type="checkbox"/> Change Order to Existing Contract No.: </p>	

Part 1 – Agreement

This **“Work Agreement”** is entered into pursuant to and is hereby made a part of that certain Master Agreement for Professional Services (the **“Master Agreement”**) dated the 5th day of February, 2018, between **Tri Pointe Homes IE-SD, Inc.** (fka Pardee Homes), a California corporation, (**“Contractor”**) and **RECON Environmental, Inc., Inc.**, a (**“Consultant”**). This Work Agreement specifically incorporates herein by reference all the terms and conditions of said Master Agreement as if set forth herein in full. If any terms or conditions of this Work Agreement should conflict with any terms or conditions of the Master Agreement, then the Master Agreement shall prevail. Except as provided herein, all provisions of the Master Agreement shall remain in full force and effect.

Part 2 – Scope of Work - See Below and Exhibit A

1. **Coordination with Client.** RECON will coordinate with the client throughout construction monitoring, including communication with Tri Pointe Homes and RMWD regarding schedule changes and the need for monitors on-site. The scope includes up to **20 hours of client** coordination..
2. **Gnatcatcher Noise Monitoring.** This scope of work includes an additional **4 weeks** of noise monitoring due to the documented presence of gnatcatcher in the project vicinity. It is anticipated that noise walls will be required based on noise levels recorded to date. RECON will continue noise monitoring at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If additional monitoring is required based on actual construction activities and noise levels in relation to gnatcatcher territories, an additional authorization will be requested.

Part 3 – Schedule of Payments – See Below and Exhibit B

Task Description	Amount	Type (FF or T&M)
1. Coordination and Consultation	\$3,400	
2. Gnatcatcher Noise Monitoring	\$24,000	
Total:	\$27,400	

Payments to Consultant shall be made pursuant to the Payment Schedule set forth above and/or as outlined in Exhibit B hereto and as set forth in Section 5 of the Master Agreement Consultant acknowledges that timely submission to Contractor of billing invoices is an essential requirement of this Work Agreement. Accordingly, Consultant must *submit a billing invoice for any Services rendered under this Work Agreement no later than six (6) months after the rendering of such Services*; the parties agree that Contractor shall have no obligation to pay any billing invoice (or portion thereof) or otherwise compensate Consultant pertaining to any Service rendered more than six (6) months prior to Contractor’s receipt of the billing invoice therefore.

Part 4 - Authorization

TRI POINTE HOMES		CONSULTANT
		<i>Michael Z. Page</i>
(Name and Title)	Date	Michael Page, Senior Vice President 2/16/2022

Part 5 - Billing Information

Bills for the above-described work must include:

1. A copy of this signed Work Order
2. A copy of the Contractor-issued Application For Payment (AFP)
3. A billing summary that provides at a minimum: Task Description, Current Billing, Current Billing Explanation, Contract Amount, Total Billed, Total Percent Billed
4. Lien releases as appropriate

**AMENDMENT 2
TO PARTICIPATION AGREEMENT
FOR THE DESIGN, CONSTRUCTION AND FUNDING
OF PORTIONS OF THE RICE CANYON PIPELINE
AND RELATED FACILITIES**

This Amendment 2 to Participation Agreement for the Design, Construction, and Funding of the Rice Canyon Pipeline and Related Facilities (“Agreement”) from the Rice Canyon Reservoir through the Citro development project, dated as of April 28, 2021 made by the Rainbow Municipal Water District (“RMWD”), a California municipal water district and Tri Pointe Homes IE-SD, Inc. (f/k/a Pardee Homes) (“Tri Pointe Homes”), a California corporation. Tri Pointe Homes and RMWD may be individually referred to as “Party” and collectively the “Parties.”

RECITALS

A) Tri Pointe Homes owns approximately 374.7 acres of certain uninhabited real property located in the undeveloped area of the County of San Diego (“County”) within the adopted Fallbrook Community Plan Area and the Valley Center Municipal Water District (“VCMWD”) services area, adjacent to the jurisdictional boundaries of RMWD (“Project Site”), as described in Exhibit A and depicted on Exhibit B, attached hereto.

B) Tri Pointe Homes and RMWD entered into an annexation agreement that provided for Tri Pointe Homes to construct water facilities to provide service, in part, to the Citro residential development project (the “Project”) in exchange for reimbursement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties as herein expressed, RMWD and Tri Pointe Homes agree to amend this Participation Agreement as follows:

Delete Paragraph 6. Reimbursement and replace with the following:

6. Reimbursement: Tri Pointe Homes shall advance or pay all applicable costs and RMWD fees associated with the Improvements. RMWD shall reimburse Tri Pointe Homes for the actual cost of the construction of the Improvements in accordance with this Section 6 below. The total cost of the Improvements to RMWD shall not exceed \$5,502,373.00(“Maximum Cost”), and subject to RMWD’s prior written approval.

6.1. Reimbursement Amount. RMWD will reimburse Tri Pointe Homes for the Improvements completed in accordance with Exhibit C. Tri Pointe Homes shall receive payment for reimbursement of all Improvement costs as outlined within the summary of the Engineer’s Cost Estimate and Preliminary Schedule attached hereto as Exhibit D (Revised) and Exhibit E (Revised).

6.1.1. RMWD’s actual cost of the Improvements will be based on the lowest responsive and responsible bid submitted, the actual design, bidding and construction management costs, any change orders, the cost for preparation of the fair cost analysis and this Agreement, and for Tri Pointe Homes project management and overhead. The Parties understand and agree that the cost estimate attached as Exhibit D (Revised) is for performance of the Improvements contemplated in this Agreement and that the actual cost of the Improvements may be greater or less than set forth on Exhibit D (Revised). Any adjustments to the Party’s shares shall be made as described in Section 6.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TRI POINTE HOMES IE-SD, INC.
a California Corporation

RAINBOW MUNICIPAL WATER DISTRICT
a California municipal water district

By: _____

By: _____

Name: Jimmy Ayala

Name: _____

Title: Division President

Title: _____



FUTURE CITRO DEVELOPMENT

RICE CANYON TANK

1206' HGL

PROPOSED RICE CANYON PIPELINE PRESSURE REDUCING STATION

1019' HGL

3,550 LF 18" PVC C900 DR18
(PRESSURE RANGE 16 PSI - 233 PSI)

900 LF 18" PVC C900 DR18
(PRESSURE RANGE 209 PSI - 232 PSI)

1,050 LF 18" STEEL
(PRESSURE RANGE 233 PSI - 290 PSI)

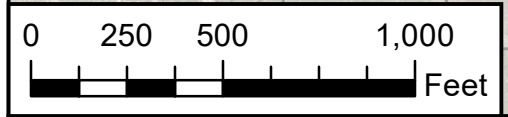
3,600 LF 18" STEEL
(PRESSURE RANGE 232 PSI - 310 PSI)

Blue Breton Drive

Pala Mesa Heights Drive

Andalusian Way

Horse Ranch Creek Road



Updated: 03/24/2021

EXHIBIT C

DEXTER WILSON ENGINEERING INC.
Document Path: \\nario\GIS\648036\2021-09-24 Exhibit C - Participation Agreement.mxd Date Saved: 3/24/2021 3:19:29 PM

EXHIBIT D - ENGINEERS COST ESTIMATE

		CASS ARRIETA BID DATED: 8/5/21			
A	MEADOWOOD RICE CANYON 18-INCH WATERLINE; (70219602-35200-1520) (PREVAILING WAGE RATES APPLY)	Qty	UM	Unit Price	TOTAL
1	Erosion Control & SWPPP	1	LS	\$190,000.00	\$190,000.00
2	Clear & Grub	1	LS	\$38,950.00	\$38,950.00
3	Grading; Tank Site	1	LS	\$13,000.00	\$13,000.00
4	Grading; Approx Station 28+50	1	LS	\$34,500.00	\$34,500.00
5	Hydroseed	1	LS	\$3,100.00	\$3,100.00
6	Demo & Remove Exist'g AC (3" Thk) (see plans)	35,251	SF	\$1.40	\$49,351.40
7	Protect Existing Utilities	1	LS	\$29,000.00	\$29,000.00
8	18" PVC (DR-18)(Class 235) (w/ Restrained Joints)	3,520	LF	\$397.05	\$1,397,440.00
9	18" DIP (DR-18)(Class 250) (w/ Restrained Joints)	22	LF	\$1,588.09	\$34,144.00
10	18" CML&C Steel Pipe	997	LF	\$557.16	\$555,329.00
11	Remove Existing 12" Water Tank Inlet Piping & Double Ball Flexible Expansion Joint	1	LS	\$4,555.00	\$4,555.00
12	18" Outlet Piping (Sheet 13 thru 16)	1	LS	\$18,850.00	\$18,850.00
13	18" Tank Outlet Piping (Sheet 13 thru 16)	1	LS	\$66,500.00	\$66,500.00
14	18" Double Ball Flexible Expansion Joint (EBBA Iron Flex-Tend Model No. 418F21) Assembly with Concrete Pad, Supports & Appurtenant Piping	1	LS	\$27,500.00	\$27,500.00
15	16" Double Ball Flexible Expansion Joint (EBBA Iron Flex-Tend Model No. 416F21) Assembly with Concrete Pad, Supports & Appurtenant Piping	1	LS	\$34,300.00	\$34,300.00
16	16" Butterfly Valve (Class 150)	2	EA	\$6,330.00	\$12,660.00
17	18" Butterfly Valve (Class 150)	2	EA	\$8,000.00	\$16,000.00
18	2-1/2" Wharf Head Assembly. (Det. B-30)	2	EA	\$5,900.00	\$11,800.00
19	2" AVAR Assembly (Detail C-20)	1	EA	\$2,100.00	\$2,100.00
20	2" AVAR Assembly w/ Copper Lateral (W-11) (Sht. 28) (Bid Addendum. #1)	2	EA	\$13,200.00	\$26,400.00
21	Electrical Building; DG Pad (Bid Addendum #1)	1	LS	\$2,750.00	\$2,750.00
22	Electrical Building; Masonry Block Bldg (Bid Addendum #1)	1	LS	\$44,500.00	\$44,500.00
23	Demolish, Remove & Rearrange Existing Solar, Photo Voltaic & SCADA Sys. (Bid Addenda #1 & #5)	1	LS	\$14,700.00	\$14,700.00
24	Solar Panel & Photo Voltaic Systems (Bid Addendum #1)	1	LS	\$142,800.00	\$142,800.00
25	16" Magnetic Flow Meter Assembly with Concrete Pad, Supports and Appurtenances	1	LS	\$21,600.00	\$21,600.00
26	18" Magnetic Flow Meter Assembly with Flow Meter Vault, Supports and Appurtenances	1	LS	\$101,000.00	\$101,000.00
27	Cut-off Walls (RMWD W-15)	49	EA	\$2,660.00	\$130,340.00
28	CP 2-Wire Test Stations	2	EA	\$2,650.00	\$5,300.00
29	Test, Disinfect & Connect	1	LS	\$135,500.00	\$135,500.00
30	Haul Excess Trench Spoils	1	LS	\$46,300.00	\$46,300.00
31	Process and/or Remove & Replace Unsuitable Trench Spoils (Geotech Rpt. 5.6.2)	1	LS	\$13,200.00	\$13,200.00
32	Rough & Fine Grade for AC and DG Access Road Restoration	56,924	SF	\$0.61	\$34,723.64
33	AC Access Road (3" AC / 6" Class II)	35,251	SF	\$5.57	\$196,348.07
34	DG Access Road (12.5" Thick) (Stabilized DG) (Cal. Gold)	21,673	SF	\$9.18	\$198,958.14
35	AC Berm (Station 3+61 to 5+41)	180	LF	\$26.75	\$4,815.00
SUBTOTAL					\$3,658,314.25
*ADDITIONAL AMENDMENT NO. 02 HARD COST					\$262,953.00

TOTAL HARD COST	\$3,921,267.25
------------------------	-----------------------

*Additional Amendment No. 02 hard costs include Hard Rock Incurred to Date (1/12/22 - 2/3/22)= \$91,355; Hard Rock Anticipated to be Incurred (Est.) = \$140,598; Mitigation Requirements for California gnatcatcher (Est.) = \$31,000

EXHIBIT D - ENGINEERS COST ESTIMATE, CONT'D

B	MEADOWOOD RICE CANYON PRESSURE REDUCTION STATIONS; (70219602-35200-1520) (PREVAILING WAGE RATES APPLY)	Qty	UM	Unit Price	TOTAL
1	Erosion Control & SWPPP	1	LS	\$18,500.00	\$18,500.00
2	Clear & Grub	1	LS	\$5,800.00	\$5,800.00
3	Grading	1	LS	\$13,000.00	\$13,000.00
4	Influent Header	1	LS	\$90,250.00	\$90,250.00
5	Effluent Header	1	LS	\$99,700.00	\$99,700.00
6	Pressure Reducing Stations #1 thru #3 (1206 HGL to 865 HGL)	1	LS	\$410,975.00	\$410,975.00
7	18" Butterfly Valve	1	EA	\$5,990.00	\$5,990.00
8	18" Plug Valve	1	EA	\$86,400.00	\$86,400.00
9	Insulating Flange & 4-wire CP Test Station	1	LS	\$2,950.00	\$2,950.00
10	6" PVC Drain Line and Headwall System (Bid Addendum #1)	1	LS	\$19,000.00	\$19,000.00
11	4" CML&C Blow-off Assembly (W-8)	1	EA	\$26,600.00	\$26,600.00
12	2" AVAR Assembly (Detail E-30) (Bid Addendum #1)	1	EA	\$21,000.00	\$21,000.00
13	Install DG Pad (12.5" Thick)	1	LS	\$11,000.00	\$11,000.00
14	Finish Grade	1	LS	\$13,000.00	\$13,000.00
15	Hydroseed	1	LS	\$3,250.00	\$3,250.00
SUBTOTAL					\$827,415.00
TOTAL HARD COSTS					\$4,748,682.25

TOTAL HARD COSTS	\$4,748,682.25
Soft Costs	\$346,720.00
Contingency Per Amendment No. 01	\$259,140.58
Administrative Fee	\$147,830.41
Interest	\$0.00
TOTAL RMWD 18" TO RICE CANYON	\$5,502,373.24
TOTAL AMENDMENT NO. 01 AUTHORIZED AMOUNT	\$5,100,000.00
ADDITIONAL REQUIRED AMOUNT	\$402,373.24

Notes:

Cost savings on any item can be used to reimburse excess costs on any other line item so long as the costs do not exceed the Maximum Costs allowed on the Project.

Budget for interest is \$0.00 based upon 20-day payment cycle on submitted invoices.

The following estimated itemization of soft cost is furnished for reference

	ORIGINAL	REVISED
Survey	\$7,500	\$7,500
Geocon	\$59,000	\$139,000
MJS	\$65,800	\$85,800
SWPPP	\$35,000	\$35,000
Welding Insp	\$15,000	\$15,000
ICBO (Electrical)	\$15,000	\$15,000
Recon (Environmental)	\$10,000	\$49,420
Total	\$207,300	\$346,720.00

EXHIBIT E – PRELIMINARY SCHEDULE (REVISED)

RMWD 18” Main Off Property to Rice Canyon

Milestone Description	Anticipated Completion Date	Amend No. 01 – Anticipated Completion Date	Amend No. 02 – Anticipated Completion Date
Design Approval	April 2021		
Bidding/Award	May 2021	August 2021	
DWE/RMWD Shop Drawing Approval	August 2021	November 2021	
Fabrication Completion	November 2021	February 2022	March 2022
Start Construction	November 2021	February 2022	December 2021
Complete Construction	August 2022	November 2022	

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

CONSIDER APPROVAL OF AN AMENDMENT TO THE ACQUISITION AGREEMENT BY AND AMONG CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, RAINBOW MUNICIPAL WATER DISTRICT AND TRI POINT HOMES FOR THE CITRO DEVELOPMENT IN DIVISION 4

BACKGROUND

In April 2020, the Rainbow MWD Board of Directors approved an Annexation Agreement with Pardee Homes, now Tri Pointe Homes (Developer) related to the Citro development, known then as the Meadowood development. As part of this agreement, Pardee agreed to certain terms related to the project including the payment of wastewater capacity fees. These fees are to be paid for out of the proceeds of bonds sold as part of a Community Facilities District (CFD). In October 2020, the Rainbow Municipal Water District (District) approved Resolution 20-14 approving a form of Acquisition Agreement between the California Statewide Communities Development Authority (Authority), District, and Developer and authorizing staff to cooperate with the Authority to complete the Acquisition Agreement. The Certificate of Completion for the "Meadowood Reorganization" Annexation to Rainbow Municipal Water District with Concurrent Detachment from Valley Center Municipal Water District was recorded on July 23, 2021. The Acquisition Agreement was executed September 3, 2021.

The original Acquisition Agreement describes in Exhibit A the "Acquisition Improvements" that are authorized to be financed with the proceeds of special taxes and bonds of California Statewide Communities Development Authority Community Facilities District No. 2021-02 (CFD). Due to the District's and the Developer's further refinement of the facilities required to serve development within the CFD, certain revisions are required to be made to the description of one of the Acquisition Improvements in the Original Agreement.

This action item is to approve the First Amendment to Acquisition Agreement which clearly defines the amendment to the Acquisition Improvements described in Exhibit A of the original Acquisition Agreement.

DESCRIPTION

After the execution of the original Acquisition Agreement, changes were made to the number and locations of pressure reducing stations to be constructed for the Citro development. These Acquisition Improvements were originally described in Exhibit A, Facility No. 2 as follows:

"Onsite Water Distribution Facilities, including 12" and 8" PVC Mains, Pressure Reducing Stations on Streets A & B, and appurtenant facilities."

The First Amendment to Acquisition Agreement would amend the description of Facility No. 2 as follows:

"Onsite Water Distribution Facilities, including 12" and 8" PVC Mains and three (3) pressure reducing stations, one (1) each on Andalusian Place, Blue Breton Drive and Meadowood Street."

The Amendment requires the approval of the California Statewide Communities Development Authority, Rainbow Municipal Water District, and Tri Pointe Homes IE-SD, Inc., a California corporation.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility. This amendment will ensure that the funding mechanism for specific facilities is clearly defined.

ENVIRONMENTAL

The County of San Diego, in its role as lead agency pursuant to CEQA, certified a Final Environmental Impact Report for the Meadowood Project (Project) on January 11, 2012. The FEIR assumed that LAFCO approval would be required to annex the Project to the service area of either RMWD or VCMWD and analyzed the impacts of the infrastructure needed to connect to RMWD's system, with the exception of a new 18" pipeline connecting the Project with RMWD's Rice Canyon Water Tank. An Addendum to the FEIR has been prepared that analyzes the Rice Canyon Water Tank pipeline, dated April 6, 2020 (2020 Addendum). The 2020 Addendum also identifies RMWD as the preferred water and sewer service provided to the Project and was certified by the Rainbow MWD Board of Directors on April 28, 2020. This action to approve the Amendment to the Acquisition Agreement does not involve any conditions described in Public Resources Code section 21166 and CEQA Guidelines section 15162, and is not subject to CEQA.

BOARD OPTIONS/FISCAL IMPACTS

There is no additional direct financial impact of this action item as the total capacity fees and the mechanism whereby the District will receive certain funds were established in previous Board actions.

Option 1:

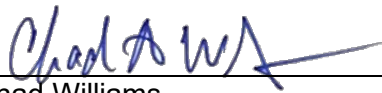
- Make a determination that the action defined herein does not involve any conditions described in Public Resources Code section 21166 and CEQA Guidelines section 15162, and is not subject to CEQA.
- Approve the First Amendment to the Acquisition Agreement by and among California Statewide Communities Development Authority, Rainbow Municipal Water District, and Tri Point Homes for the Citro development.
- Authorize the General Manager to execute the Amendment on the District's behalf.

Option 2:

- Provide direction to staff.

STAFF RECOMMENDATION

Staff Recommends Option 1.


Chad Williams
Engineering and CIP Program
Manager

04/26/2022

FIRST AMENDMENT TO ACQUISITION AGREEMENT

This First Amendment to Acquisition Agreement (“First Amendment”) is entered into as of March 1, 2022 by and among the California Statewide Communities Development Authority (the “Authority”), Rainbow Municipal Water District (the “District”) and Tri Pointe Homes IE-SD, Inc., a California corporation (the “Developer”).

RECITALS

WHEREAS, the Authority, District and Developer entered into that certain Acquisition Agreement dated September 3, 2021 (the “Original Agreement”).

WHEREAS, the Original Agreement describes in Exhibit A the “Acquisition Improvements” that are authorized to be financed with the proceeds of special taxes and bonds of California Statewide Communities Development Authority Community Facilities District No. 2021-02 (Citro) (the “CFD”); and

WHEREAS, as a result of the District’s and Developer’s further refinement of the facilities required to serve development within the CFD, certain revisions are required to be made to the description of one of the Acquisition Improvements in the Original Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree that the Original Agreement shall be amended as set forth below:

1. The description of Facility #2 in Exhibit A of the Original Agreement is hereby amended as follows:

“Onsite Water Distribution Facilities, including 12” and 8” PVC Mains and three (3) pressure reducing stations, one (1) each on Andalusian Place, Blue Breton Drive and Meadowood Street.”

2. Counterparts. This First Amendment may be executed in any number of counterparts, each of which would be deemed an original, but all of which, when taken together, shall constitute one in the same instrument.

3. Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this First Amendment may be conducted by electronic means. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this First Amendment using an electronic signature, it is signing, adopting, and accepting this First Amendment and that signing this First Amendment using an electronic signature is the legal equivalent of having placed its handwritten signature on this First Amendment on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this First Amendment in a usable format.

[Signature Page Follows]

Except as expressly modified above, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority, District and Developer have caused this First Amendment to be executed as of the day and year first above written.

DEVELOPER:

TRI POINTE HOMES IE-SD, INC., a California corporation

By: _____

Name: _____

Title: _____

DISTRICT:

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Its: General Manager

AUTHORITY:

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By: _____

Authorized Signatory

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

ACQUISITION AGREEMENT

BY AND AMONG

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,

RAINBOW MUNICIPAL WATER DISTRICT

AND

TRI POINTE HOMES IE-SD, INC.

Dated as of September 1, 2021

ACQUISITION AGREEMENT

RECITALS

A. The parties to this Acquisition Agreement (the “Agreement”) are the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (the “Authority”), RAINBOW MUNICIPAL WATER DISTRICT, (“the District”), and TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California corporation (the “Developer”).

B. The effective date of this Agreement is September 3, 2021.

C. The Developer has applied for the financing of certain public capital improvements, and certain governmentally imposed development fees (collectively, the “Acquisition Improvements”) through the Authority its Statewide Community Infrastructure Program (“SCIP”). The fees will themselves finance public capital improvements. The public capital improvements are to be owned and operated by the District, and the financing is to be accomplished through a Community Facilities District which will be established and administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On October 27, 2020, the District adopted Resolution No. 20-14 authorizing the Authority to form a community facilities district (the “Community Facilities District”) within the territorial limits of the District to finance the Acquisition Improvements. On September 2, 2021, the Authority formed the Community Facilities District, authorized the levy of special taxes within the Community Facilities District (the “Special Taxes”), and authorized the issuance of bonds in one or more series by the Community Facilities District (the “Bonds”), pursuant to the Act and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the Community Facilities District authority on the Authority Commission.

D. Under SCIP, the Authority intends to levy the Special Taxes and issue Bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the Special Taxes and Bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

E. The Authority will provide financing for the acquisition by the District of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, pursuant to Section 53313.51 of the Act, to be acquired from the Developer, and the specified development fees.

F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the District will acquire the completed Acquisition Improvements. An itemized development fee shall be considered complete when it is paid by the Developer, or when it is payable directly from bond or special tax proceeds.

G. Any and all monetary obligations of the District arising out of this Agreement are the special and limited obligations of the District payable only from the Available Amount, and no

other funds whatsoever of the District shall be obligated therefor under any circumstances.

H. Attached to this Agreement are Exhibit A (Description of Acquisition Improvements and Budgeted Amounts), Exhibit B-1, B-2, & B-3 (Disbursement Request Forms), and Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

AGREEMENT

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the District Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “Citro Community Facilities District Acquisition and Construction Fund” established by the Authority pursuant to the Resolution (and initially referred to in the Resolution as the “Meadowood Community Facilities District Acquisition and Construction Fund”) and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Acquisition Improvement” means a public capital improvement or a development fee described in Exhibit A hereto.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement and/or any Eligible Portion as provided in Section 2.03, or in the case of a development fee, the actual amount paid by the Developer, or the amount of a development fee to be paid on behalf of the Developer from bond or special tax proceeds, in every case not to exceed the Actual Cost of the Acquisition Improvement.

“Actual Cost” means the total cost of an Acquisition Improvement and/or Eligible Portion, as documented by the Developer to the satisfaction of the District and as certified by the District Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, erosion control, landscaping, labor, associated demolition, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g.,

temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the District or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement to be calculated at five percent (5%) of the applicable Hard Construction Costs, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal, architectural consulting, preparation and processing of CFD reimbursement packages, bond exoneration consultant, and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the District Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of September 1, 2021.

“Annexation Agreement” means that certain agreement entered into between District and Developer dated April 30, 2020, as it may be amended.

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of the applicable Bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital D.

“Bonds” means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

“Code” means the Government Code of the State of California.

“Community Facilities District” shall have the meaning assigned to the term in Recital C.

“District” means the Rainbow Municipal Water District.

“District Engineer” means the Engineering Manager of the District or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Developer” means Tri Pointe Homes IE-SD, Inc. (fka Pardee Homes), a California corporation, its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the

Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B-1, B-2 or B-3 hereto.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Hard Construction Costs” shall mean Actual Costs excluding item “(g)” of the definition of Actual Costs (i.e., excluding Developers cost for construction project management, administration and supervision services for Acquisition Improvements).

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Project” means the Developer’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer to serve property within the Community Facilities District.

“Rate and Method” means the rate and method of apportionment of special taxes approved for the Community Facilities District in accordance with the Act.

“Resolution” means Rainbow Municipal Water District Resolution No. 20-14, adopted October 27, 2020 titled “A Resolution of the District (1) Authorizing The California Statewide Communities Development Authority (The “Authority”) To Form A Community Facilities District Within The Territorial Limits Of the District To Finance Certain Public Improvements And Development Impact Fees; (2) Embodying A Joint Community Facilities Agreement Setting Forth The Terms And Conditions Of The Community Facilities District Financing; (3) Approving The Form Of An Acquisition Agreement Between the Authority, the District And The Developer; and (4) Authorizing Staff To Cooperate With The Authority And Its Consultants In Connection Therewith.”

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority on the taxable parcels within the Community Facilities District pursuant to the Rate and Method.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the District of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the District, where applicable.

Section 1.02. Establishment of Community Facilities District. Developer has requested the District to permit the Authority to provide for financing of the Acquisition Improvements through the establishment and authorization of the Community Facilities District and the District agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on September 2, 2021, and through the successful landowner election held that same day, the Commission of the Authority is authorized to levy the Special Taxes

pursuant to the Rate and Method and to issue the Bonds to finance the Acquisition Improvements. Developer and the District agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series. All deposits made by the Developer with the Authority and District for the Authority's and District's costs related to the formation of the Community Facilities District and issuance of Bonds and all legal, financial consultant and engineering costs incurred by the Developer related to the formation of the District and issuance of the Bonds shall be reimbursed from the proceeds of the Bonds.

Section 1.03. Deposit and Use of Available Amount .

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority that are not required to fund administrative expenses of the Community Facilities District shall be deposited in the Acquisition and Construction Fund established by the Resolution and may be disbursed first, to pay the District's costs of the "Phase 1 Sewer Improvements" (as defined in and in accordance with the Annexation Agreement) and second, following the District's funding in full of the Phase 1 Sewer Improvements to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

(b) Upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee, or to the District or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof in accordance with the following priority:

(1) First, out of the first series of Bonds, the greater of (x) \$5.25 million or (y) 40% of the amount deposited in the Acquisition and Construction Fund or such lesser amount as needed to satisfy the "Sewer Fee Obligation" (as defined in and determined in accordance with the Annexation Agreement), shall be set aside in a separate subaccount of the Acquisition and Construction Fund towards payment of the Sewer Fee Obligation. The first priority for the second series of Bonds shall be the remaining balance of the Sewer Fee Obligation;

(2) Second, to reimburse the Developer for any "Sewer Advance" made by Developer (as defined in and in accordance with the Annexation Agreement), and

(3) Third, to pay the Acquisition Price of any or all other Acquisition Improvements.

Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the District as necessary to reserve for claims against the account) (i) shall be applied to pay the costs

of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

Section 1.04. No District Liability; District Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the District or any actual or alleged omission or failure to act by the District with respect to the Community Facilities District subject the District to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the District's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the District's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The Developer has awarded and administered, or will award and administer, engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the District or directly to the design consultant) shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design, engineering and related costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for such costs independent of the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification.

(a) This agreement is for the acquisition by the District of the Acquisition Improvements and payment for Eligible Portions thereof from time to time, from the Acquisition and Construction Fund and is not intended to be a public works contract. The District and the Developer acknowledge and agree that the Acquisition Improvements are of local, and not state-wide concern, and that the provisions of the California Public Contract Code shall not apply to the construction of the Acquisition Improvements. The District and the Developer further acknowledge and agree that District public works contracting requirements are not applicable to the construction and acquisition of the Acquisition Improvements. The District and the Developer agree that the Developer shall award all contracts for the construction of the Acquisition Improvements and the Eligible Portions thereof, and that this Agreement is necessary to assure the timely and satisfactory completion of the Acquisition Improvements and that compliance with the Public Contract Code and such District requirements with respect to the Acquisition Improvements would work an incongruity and would not produce an advantage to the District or the Community Facilities District.

(b) State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the District. In order to assure compliance with those provisions, except for any contracts entered into prior to the effective date of this Agreement, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts for which they submit a Disbursement Request shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting as they relate to paying prevailing wages.

(c) In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the Authority, the District or the Community Facilities District. Except as otherwise provided in this Agreement, none of the Authority, the District or the Community Facilities District shall be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Developer.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the District and the District hereby agrees to purchase from the Developer each Acquisition Improvement and/or Eligible Portions thereof to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is completed to the satisfaction of the District for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the District Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the District Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the District Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the District Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain Actual Costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as reasonably approved by the District Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as reasonably approved by the District Engineer.

District shall have no right, unless consented to by Developer, to open the Acquisition Improvements for use by the public until they have been accepted and all costs of acquisition (except for estimated costs to cover final corrections and/or adjustments in the work) have been paid Developer. Notwithstanding anything herein to the contrary, District reserves the right to take over and open all or any portion of an Acquisition Improvement or any Eligible Portion thereof for use by the public in accordance with Section 6-10 of the Standard Specifications for Public Works Construction, 1988 Edition. In the event the District exercises this right, the District shall, prior to actually taking over or opening all or part of any Acquisition Improvement or Eligible Portion thereof for use by the public, make a mutually acceptable payment to the Developer to be applied towards the acquisition cost of the Acquisition Improvement or Eligible Portion. Such installment payment shall include the Acquisition Price incurred to date for each Acquisition Improvement or Eligible Portion being taken over or utilized. Developer, in its sole discretion, may specifically and expressly waive in writing, all or a portion of this section.

Section 2.03.1. Reimbursements. The District acknowledges that, in addition to its acquisition of Acquisition Improvements and payment of Eligible Portions thereof hereunder, it will use a portion of the proceeds of the Acquisition and Construction Fund to reimburse the Developer, to the extent permitted under the Act, for any “Sewer Advance” paid by the Developer pursuant to Section 5.3.4 of the Annexation Agreement.

Section 2.03.2. District Fees. If District Fees are paid to District directly by the Developer, such amounts shall be reimbursable to Developer from the Available Amount following District’s receipt of a written request from Developer and upon either (i) the District transferring such amounts to the Authority Trustee for deposit in the Acquisition and Construction Fund for arbitrage and rebate tracking purposes or (ii) the District certifies to the Authority Trustee that such amounts received from the Developer have been spent and the District delivers a certificate in substantially the form attached hereto as Exhibit B-2. If District is unable to take the actions specified in numeral “ii” of the preceding sentence within 30 days of Developer’s written request, District shall within 10 days thereafter proceed with transferring funds pursuant to numeral “i” of the preceding sentence to allow Developer to receive its requested reimbursement without undue delay. Alternatively, the Developer may elect to fund all or a portion of District Fees (i.e., water and sewer connection/capacity fees) in Exhibit A directly from the Available Amount to the extent of funds available. In such case, Developer shall submit a written request to District specifying (i) the description of the fee and amount requested to be funded and (ii) the lot numbers (or other applicable description) for which the fee payable, and upon receipt of such a request the District Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B-3 to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the District pursuant to the Authority Trust Agreement. Upon allocation to the District pursuant to the Authority Trust Agreement, the specified development fee or capital contribution obligation shall be deemed satisfied. If Developer receives a credit against a District Fee as the result of Developer’s construction of any public water or sewer improvements of the District, including any Acquisition Improvement for which the Acquisition Price has been paid, Developer shall only be entitled to fund pursuant to the terms of this Agreement Developer’s remaining obligation for such District Fee, net of such credit amount.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the District Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all District regulations and ordinances and is otherwise complete and ready for acceptance by the District, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the District with lien releases or other similar documentation satisfactory to the District Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvement. This section does not apply to prospective mechanics liens respecting other public or private improvements such as production homes, to be constructed by Developer within the Community Facilities District that do not constitute Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the District with Title Documents needed to provide the District with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the District and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the District Engineer and the District Attorney insuring the District as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the District and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

Section 2.04.1 Acquisition Improvements Constructed on Private Lands. If any Acquisition Improvements to be acquired are located on privately owned land, the Developer may elect to retain title to the land and the completed Acquisition Improvements until acquisition of the Acquisition Improvements under Section 2.04 hereof. Pending the completion of such transfer and where the Developer has received any payment of any such Acquisition Improvement or Eligible Portion thereof, the Developer shall be responsible for maintaining the land and any Acquisition Improvement or Eligible Portion in good and safe condition.

Section 2.04.2 Public Facilities Constructed on District Land. If the Acquisition Improvements to be acquired are on land owned by the District or on land upon which the District has a non-possessory right to use, the District hereby grants to the Developer a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Acquisition Improvement.

Section 2.05. Payment for Eligible Portions. The Developer may submit an Actual Cost Certificate to the District Engineer with respect to any Eligible Portion. Payment to the Developer or its designee from the Acquisition and Construction Fund of an Installment Payment with respect to such Eligible Portion shall in every case be conditioned first upon the determination of the District Engineer, pursuant to Section 2.03, that the Eligible Portion has been completed in accordance with the applicable plans and specifications and that the Eligible Portion satisfies all District regulations and ordinances and is otherwise complete and, where appropriate, is ready for acceptance by the District, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the District with lien releases or other similar documentation satisfactory to the District Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Eligible Portion, to the extent not already owned by the District) comprising the Eligible Portion is not subject to any prospective mechanics lien claim respecting the Eligible Portion.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall have provided the District with Title Documents needed to provide the District with title to the site, right-of-way, or easement upon which the subject Eligible Portion is situated. All such Title Documents shall be in a form acceptable to the District Engineer and shall be sufficient, upon completion of the Acquisition Improvement of which the Eligible Portion is a part, to convey Acceptable Title.

(d) Payment and performance bonds, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent, applying to plans and specifications for the Acquisition Improvement approved by the District, shall be in place to secure completion of the Acquisition Improvement of which the Eligible Portion is a part.

Section 2.06. Disbursement Request Form. Upon a determination by the District Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04 or to pay an Installment Payment for an Eligible Portion pursuant to Section 2.05, the District Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B-1 to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement. The District and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement or Eligible Portion has been

completed or what the Actual Costs may be with respect to the Acquisition Improvement or Eligible Portion. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that the Actual Cost of an Acquisition Improvement or the Installment Payment for an Eligible Portion is in excess of the Available Amount, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost shall be paid from funds that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds or from Special Tax revenues, if either of those occurs.

Section 2.07. Limitation on Obligations. In no event shall the District be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund. District acknowledges that the funding of Acquisition Improvements or Eligible Portions thereof with funds from the Acquisition and Construction Fund will not compromise or otherwise impact Developer's right to receive fee credits for constructing the Acquisition Improvements as may be permitted under other agreements between the Developer and District.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the District, the Authority and their respective officers, directors, employees and agents, including the Authority Trustee ("Indemnified Parties"), from and against all actions, proceedings, damages, claims, liabilities, losses, fees, costs or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from the acts or omissions of the Developer or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements conducted by the Developer, its agents, and employees or arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by Developer, or arising out of any alleged misstatements of a material fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements, and contained in the final official statement relating to the Bonds (provided that the Developer shall have been furnished a copy of the official statement, shall have been provided reasonable time to review and comment thereon, and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the District's rights against any of the Developer's architects, landscape architects, engineers, land surveyors, contractors, subcontractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the actions or operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify an Indemnified Party, for any wrongful acts willful misconduct, negligence or omissions to act of an Indemnified Party.

In any action or proceeding in which the Developer is required to defend the Indemnified Parties, Developer shall have the right to select legal counsel to represent the Indemnified Parties subject to approval by the District, which approval shall not be unreasonably withheld.

Section 3.02. Audit. The District shall have the right, but not the responsibility or obligation, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The District and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Special Taxes and issuance of Bonds. The District and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. Termination and Dissolution. Prior to the issuance of any Bonds, Developer may elect to terminate this Agreement and request that the Special Taxes be cancelled by providing written notice to the District. Within thirty (30) days of such written notice, the District shall request the Authority to record a notice of cancellation of the Special Taxes with respect to each parcel. Developer shall be responsible for reasonable District and Authority costs incurred relating to the cancellation of the Special Taxes and recordation of such notice; provided, however, that the Authority shall not terminate the Special Taxes for any lot for which a building permit has been issued, unless Developer pays all District fees or posts separate security therefore. Such termination of this Agreement and cancellation of Special Taxes shall have no effect on Developer's obligations to pay District fees when due or construct Acquisition Improvements.

Section 3.05. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.06. Third Party Beneficiaries. It is expressly agreed that there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the District's or the Developer's contractors for the Acquisition Improvements and any of the District's, the Authority's or the Developer's agents and employees

Nothing in this Agreement, except as otherwise expressly provided for, is intended to or shall be construed to confer upon or to give to any person or entity other than the Authority, the District and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the Authority, the District, or the Developer shall be for the sole and exclusive benefit of the Authority, the District and the Developer.

Section 3.07. Conflict with Other Agreements. Nothing contained herein shall be construed affecting or intending to affect, impairing the rights and obligations or as releasing the Developer or the District from any condition of development or requirement imposed by any other agreement between the District and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the District and the Developer.

Section 3.08. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Authority:

California Statewide Communities Development Authority
1100 K Street, 1st Floor
Sacramento, CA 95814
Attn: Kevin O'Rourke, Chair

If to the District:

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

If to the Developer:

Tri Pointe Homes IE-SD, Inc. (fka Pardee Homes)
13400 Sabre Springs Parkway, Suite 200
San Diego, CA 92128
Attn: Jimmy Ayala, Division President

Either party may change its address by giving notice in writing to the other party.

Section 3.09. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.10. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.11. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.12. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.14. Successors and Assigns. This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Developer may assign its rights pursuant to this Agreement to a purchaser (an "Assignee") of a portion or portions of the Property which is/are located within the Community Facilities District. Developer may assign to the Assignee the responsibility for the construction of all or a portion of the Acquisition Improvements which remain to be constructed for which Bonds are to be issued and the right to receive payment of the Acquisition Price for Acquisition Improvements and Eligible Portions thereof previously completed by Developer. Developer and Assignee shall provide to District such reasonable proof as it may require that such Assignee is the purchaser of such portion(s) of the Property. Such Assignee shall, as a condition to receiving payment of an Acquisition Price, enter into an assignment and assumption agreement with the Authority, District and Developer, whereby such Assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of Developer pursuant to this Agreement with respect to such Acquisition Improvements and to be bound thereby. Upon execution of an assignment and assumption agreement, Developer shall be released from its obligations hereunder.

Section 3.15. Remedies in General. It is acknowledged by the parties that the District would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the District.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the District shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

Section 3.16. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all parties to this Acquisition Agreement shall be binding.

Section 3.17. Attorneys' Fees. In the event that any action or suit is instituted by any party against the other(s) arising out of this Acquisition Agreement, the parties in whose favor final judgment shall be entered shall be entitled to recover from the other parties all costs and expenses of suit, including reasonable attorneys' fees.

Section 3.18. Amendment. This Agreement may be amended, from time to time, by written Supplement hereto and executed by the Authority, District and the Developer. Such Supplement may provide for, among other things, the acquisition of additional Acquisition Improvements (including Eligible Portions thereof).

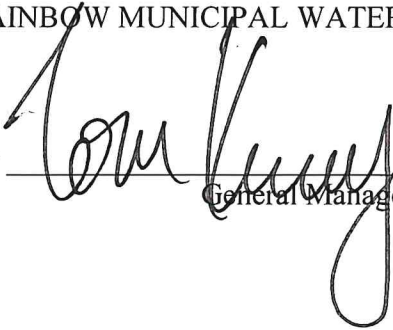
Section 3.19. Approvals. All approvals and consents of parties requested or required pursuant to this Agreement shall not be unreasonably withheld. If a party requested to approve or consent (the "Approving Party") does not deliver its written approval or disapproval to the party requesting the same (the "Requesting Party") within the time period specified for giving such approval, or, if no specific time deadline is specified, within ten (10) days after receipt of a written request for approval/consent from the Requesting Party, then the Requesting Party may send a second written notice to the Approving Party requesting its approval/consent within thirty (30) days after the Approving Party's receipt of the second notice. Within such thirty (30) day period after receipt of the second notice, the Approving Party shall respond in writing to the Requesting Party either approving or disapproving the request or requesting additional time to make such a determination. If the Approving Party does not respond to the second notice within the thirty (30) day period the Requesting Party may notify the Approving Party under Section 3.20. Any notice of disapproval shall indicate the grounds thereafter in reasonable detail.

Section 3.20. Appearance to Request. The Requesting Party may appear at the place of business of the Approving Party to request approval/consent after following the notice provisions in Section 3.20. Such approval/disapproval shall be provided within 30 days of the appearance to request. If the request is not approved/disapproved within 30 days of the appearance to request such approval shall be deemed granted. If the Requesting Party is Developer, Requesting Party shall appear to request at a regularly scheduled District Board hearing.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

RAINBOW MUNICIPAL WATER DISTRICT

By 
General Manager

ATTEST: _

By 
District Clerk

TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California Corporation

By _____
(Signature)

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By _____
Authorized Signatory

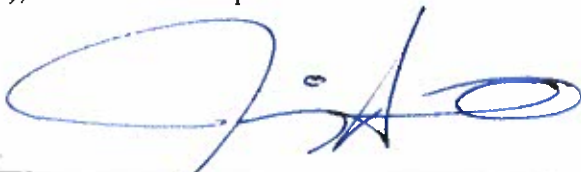
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

RAINBOW MUNICIPAL WATER DISTRICT

ATTEST: _____
By _____
General Manager

By _____
District Clerk

TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California Corporation

By _____

(Signature)
Jimmy Ayala
Division President

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By _____
Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

RAINBOW MUNICIPAL WATER DISTRICT

ATTEST: _____
General Manager

By _____
District Clerk

TRI POINTE HOMES IE-SD, INC. (fka Pardee Homes), a California Corporation

By _____
(Signature)

(Print Name)

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By  _____
Authorized Signatory

EXHIBIT A

DESCRIPTION OF ACQUISITION IMPROVEMENTS

[see attached]

				Estimated Cost	
A. RMWD CAPACITY / CONNECTION FEES:					
Sewer Capacity Fees				\$ 10,500,000	(a)
Water Capacity and Meter Fees					
	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>		
4" MF Master Meter Capacity Fee (PA1-4)	2	EA	\$ 208,020	\$ 416,040	
3" MF Master Meter Capacity Fee (PA1-4)	2	EA	\$ 124,812	\$ 249,624	
5/8" MF Meter Capacity Fee	0	EA	\$ 6,241	\$ -	
3/4" SF Meter Capacity Fee	373	EA	\$ 10,401	\$ 3,879,573	
1" Irrigation Meter Fees	8	EA	\$ 16,642	\$ 133,136	
1.5" Irrigation Meter Fees (incl 2 for park site)	9	EA	\$ 27,043	\$ 243,387	
2" Irrigation Meter Fee	2	EA	\$ 62,406	\$ 124,812	
3" Irrigation Meter Fee	1	EA	\$ 124,812	\$ 124,812	
PA 2 Domestic and Irrigation Meter Capacity Fees				TBD	(b)
Subtotal Water Capacity and Meter Fees				\$ 5,171,384	
Less: Estimated Water Fee Credit for Facility #1 below				(\$ 2,653,450)	(c)
Subtotal Water Capacity and Meter Fees (net of credits)				\$2,517,934	
Total Water and Sewer Fees Cost				\$13,017,934	
B. RMWD FACILITIES:					
<u>Facility No.</u>					
#1 Offsite water improvements consisting of the installation of an eighteen inch (18") waterline from the Project Site's northerly cul-de-sac to Horse Ranch Creek Road at Andahsian Way and a twelve-inch (12") waterline in Horse Ranch Creek Road to Pankey Place.				\$ 2,437,348	
#2 Onsite Water Distribution Facilities , including 12" and 8" PVC Mains, Pressure Reducing Stations on Streets A & B, and appurtenant facilities.				\$ 3,135,968	
#3 Onsite Sewer Facilities - PA 5A				\$ 603,776	
#4 Onsite Sewer Facilities - PA 5B				\$ 444,472	
#5 Onsite Sewer Facilities - Major Streets (HRCR, Shire, Pankey Pl., St. A, St. B)				\$ 642,747	
#6 Onsite Sewer and Water Facilities - PA 2				TBD	(d)
#7 Phase 1 Sewer Improvements (per Annexation Agreement)				TBD	(e)
Subtotal Facilities Hard Costs				\$ 7,264,310	
Soft Costs (estimate)				\$ 1,401,867	
Construction Mgmt. @ 5% of Hard Costs				\$ 363,216	
Contingency @ 15% of Hard Costs				\$ 1,089,647	
Total Water and Sewer Facilities Cost				\$ 10,119,039	
C. SDG&E FACILITIES:					
<u>Facility No.</u>					
#8 SDGE 69kv Power Line - Overhead to Underground Relocation				\$ 4,700,000	
#9 SDGE 12kv Facilities - OH to Underground Reloc and New Facilities				\$ 1,645,000	
Total SDG&E Facilities Cost				\$ 6,345,000	(f)
GRAND TOTAL				\$ 29,481,973	

Footnotes:

(a) Pursuant to the Section 5.2.2.1 of the Annexation Agreement between Rainbow Municipal Water District and Tri Pointe Homes IE-SD, Inc. (fka Pardee Homes) (“Tri Pointe Homes”), dated April 30, 2020.

(b) Applicable water capacity fees associated with Planning Area 2 reserved as a school site shall be eligible if the site is not acquired by the school district and if such site is ultimately developed with residential units. The estimated cost is currently unknown and will be determined at a later point in time.

(c) Pursuant to the Section 5.4.1 of the Annexation Agreement between Rainbow Municipal Water District and Tri Pointe Homes, dated April 30, 2020. Amount shown is a preliminary estimate using estimated hard costs plus 15% in soft costs, however, the actual credit will be based on actual costs incurred including applicable soft costs.

(d) Applicable public water and sewer facilities associated with Planning Area 2 reserved as a school site shall be eligible if the site is not acquired by the school district and if such site is ultimately developed with residential units. The estimated cost is currently unknown and will be determined at a later point in time.

(e) The Phase 1 Sewer Improvements are described in the Annexation Agreement and may be financed with (i) surplus special taxes (described as “pay-go” funds in the Annexation Agreement), (ii) in part through a “Sewer Advance” by Tri Pointe Homes in accordance with the Annexation Agreement, which shall be reimbursable to Tri Pointe Homes from the Acquisition and Construction Fund, or (iii) or as an Acquisition Improvement constructed by Tri Pointe Homes pursuant to the self-help provisions of the Annexation Agreement.

(f) A limit of five percent (5%) of the CFD net bond proceeds, pursuant to federal law, shall apply to private dry utility costs to the extent funded with proceeds of tax-exempt bonds. No limit shall apply to the extent private dry utility costs are funded with CFD special tax funds and/or proceeds of taxable bonds.

Note: Eligible Portions will be determined and identified at the time Developer submits a written request for payment of an Installment Payment for such Eligible Portion.

EXHIBIT B-1

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement or Eligible Portion)**

To: Wilmington Trust, National Association

Attention: Corporate Trust Services

Fax: 714-384-4151

Phone: 714-384-4153

Re: CSCDA Community Facilities District No. 2021-02 (Citro)

The undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby requests a withdrawal from the Citro Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: [Insert Acquisition Price/Installment Payment]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s)/Eligible Portion(s) from Exhibit A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Title: _____

EXHIBIT B-2

**DISBURSEMENT REQUEST FORM
(For fees prepaid by Developer and spent by District)**

To: Wilmington Trust, National Association

Attention: Corporate Trust Services

Fax: 714-384-4151

Phone: 714-384-4153

Re: CSCDA Community Facilities District No. 2021-02 (Citro)

The undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby certifies that the amounts received from [*insert developer name*] for the development impact fee financed through the above referenced community facilities district and listed below has been spent by the Rainbow Municipal Water District for a permitted use of such fee for public capital improvements as of the date indicated below:

District Fees	Pre-Paid Amount	Amount Spent	Difference
	\$	\$	\$
Total	\$	\$	\$

Accordingly, the undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby requests a withdrawal from the Citro Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Name of Developer: _____

Withdrawal Amount: \$ _____

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Title: _____

EXHIBIT B-3

**DISBURSEMENT REQUEST FORM
(For fees to be spent on projects by the District)**

To: Wilmington Trust, National Association

Attention: Corporate Trust Services

Fax: 714-384-4151

Phone: 714-384-4153

Re: CSCDA Community Facilities District No. 2021-02 (Citro)

The undersigned, a duly authorized officer of the Rainbow Municipal Water District hereby requests a withdrawal from the Citro Community Facilities District Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]

Withdrawal Amount: [Insert Fee Amount]

Fee Description: [Water Fees/Sewer Fees]

Payment Instructions: [Insert Wire Instructions or Payment Address for Water District or Water District's vendor]

The undersigned hereby certifies as follows:

The withdrawal is being made in accordance with a permitted use of the monies pursuant to the Indenture and the withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

The amounts to be disbursed hereunder have been or will be spent by the Rainbow Municipal Water District for public capital improvements as of the date hereof or within 5 days hereafter.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Title: _____

EXHIBIT C

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION IMPROVEMENTS

(i) With respect to construction contracts for Acquisition Improvements awarded after the effective date of the Agreement, bids for construction shall be solicited from at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. The Developer may also directly solicit bids. The bid package may consist of preliminary plans and specifications.

(ii) The bidding response time shall be not less than ten (10) working days.

(iii) An authorized representative of the District shall be provided a copy of the tabulation of bid results upon request.

(iv) Contract(s) for the construction of the public Acquisition Improvements shall be awarded to the qualified contractor(s) submitting the lowest responsible bid(s), as determined by the Developer.

(v) The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1 for the contracted work. A current copy of applicable wage rates shall be on file in the Office of the District Clerk, as required by Labor Code Section 1773.2.

(vi) The Developer shall provide the District with certified payrolls.

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

CONSIDER AWARD OF CONSTRUCTION CONTRACT IN THE AMOUNT OF \$507,700 WITH HAZARD CONSTRUCTION FOR THE LIVE OAK PARK ROAD BRIDGE WATER MAIN IMPROVEMENT PROJECT IN DIVISION 5

BACKGROUND

District staff has been working with the County of San Diego Department of Public Works (referred to herein as County) since 2011 to complete the preliminary engineering, environmental studies, right-of-way acquisition, and final design to replace and improve the existing Live Oak Park Road bridge. The County's Live Oak Park Road Bridge Replacement Project includes the replacement of the old bridge culvert structure with a single span concrete slab bridge using Federal Highway Administration grant funding. The new bridge will meet current roadway and bridge standards and will also have the capacity to convey large storm events, therefore creating a safe and reliable roadway network for the Fallbrook community. The District's Live Oak Park Road Bridge Water Main Improvement Project 600037 is occurring in response to the County's Live Oak Park Road Bridge Project. The County's new bridge will raise the road elevation 3-4 feet and will remove the existing corrugated metal pipe culverts currently under the roadway. The County's improvements will result in utility conflicts with SDG&E, AT&T, and the District's 8-inch and 16-inch water mains, resulting in the need to modify the two water main elevations and alignments. The County agreed to construct pipe supports along the sides of the new bridge to allow for the District to attach an existing 8-inch and 16-inch water main to their facility.

Once it was determined the County had prior rights along Live Oak Park Road and they would allow for utility attachment onto the new bridge, the District initiated design services for the Live Oak Park Road Bridge Water Main Improvement Project 600037 (referred to herein as Project) in close coordination with the County to ensure pipe alignments and supports were accurately designed. The District completed design and specifications for the water main relocation.

On February 10, 2021, the County's Board of Supervisors authorized the advertisement and award of a construction contract to the lowest responsive and responsible bidder through the competitive bidding process. Due to project delays on the County's project and the need for close coordination to have the project timely completed and functional, the District requested a construction window be added to the County's contract to ensure no change orders could be issued for delay fees. This request was declined and the County indicated they do not typically include construction windows for utility companies in their contracts. In December 2021, the County issued a Notice of Award identifying Hazard Construction as the lowest responsive and responsible bidder and proceeded with awarding a construction contract. The District asked if the County would be agreeable to issuing a change order to Hazard Construction to perform the water main relocation in conjunction with the County's project and the District would reimburse the County. This request was also declined due to the allowable Public Contracting Code change order limits.

In March 2022, the County issued a Notice to Proceed to Hazard and indicated they were agreeable to the District using Hazard Construction to perform the water main relocation under a District-initiated contract. Since the County had already established a contract with Hazard through competitive bidding, the circumstances of the District's project are such that competitively bidding the ancillary portion would not produce any advantage and could result in conflicts of contractors at the site if not closely coordinated. Therefore, in mid-March, after coordinating with District's legal team, District staff met with Hazard Construction on site to discuss the District's plans and specifications and requested a bid for the water main relocations.

Under the reasoning of the Graydon v. Pasadena Redevelopment Agency (1980), it was determined that the District could directly negotiate a contract with Hazard Construction. As a general rule, competitive bidding for public entities is a mandatory requirement, however there are certain well recognized exceptions to the said rule. In this circumstance, competitively bidding the District's portion of the project would not produce any advantage to the District, would only present challenges for a different contractor working on site, and could ultimately negatively impact the outcome of the project, therefore competitive bidding is not applicable.

DESCRIPTION

In an attempt to promote a cost-saving opportunity for District ratepayers and County taxpayers, the District is proposing to contract directly with Hazard Construction. Under these circumstances where the County already competitively bid the major portion of the project, it was determined that close coordination between the County, District, and a single Contractor was essential to have the entire project timely completed and fully functional by the start of the next rainy season and within the federal grant's performance period. As a result, reduced costs for permitting, excavation, traffic control, stormwater management, roadway paving, and construction administration are some of the added benefits to partnering with the same Contractor.

To date, District staff has finalized the Project plans and specifications, and in-house staff have cut and capped the existing 8-inch and 16-inch mains to support the start of construction on the County's project in early April 2022. District construction crews are unable to provide further assistance on the remainder of the work due to prior commitments on other District jobs. Now that the County has issued a Notice to Proceed to Hazard Construction, it is in the best interest of the District to execute a contract with Hazard Construction this fiscal year to ensure there are no construction delays on the District's behalf.

The Board approved \$480,000 (80%) of the total project budget of \$600,000 for FY 21/22. At the February 22, 2022, Board Meeting, a mid-year budget reduction in the amount of \$430,000 was made to the FY21/22 Project budget under the assumption that all District construction activities would occur in FY 22/23, leaving a remaining balance of \$50,000 for District staff labor, permitting, finalizing project plans and advertising the project this fiscal year.

Given the latest developments, this request is to appropriate funding in the amount of \$550,000 to fully fund the Live Oak Park Road Bridge Water Main Improvement Project this fiscal year, bringing the total project cost to \$600,000. No additional funding beyond the original project budget is needed to construct this project. Hazard Construction's total contract amount is \$507,700. The remaining balance of \$92,300 will be used for a 10% construction contingency (\$50,770) and District staff time on construction administration and inspection.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area One: Water Resources. Modifications to the existing water mains are essential to ensuring safe and reliable conveyance of water to District ratepayers.

ENVIRONMENTAL

On February 10, 2021, the County Board of Supervisors found that the Mitigated Negative Declaration (MND) for the Live Oak Park Road Bridge Project 600037, dated December 22, 2017, State Clearinghouse # 2017121061, was adopted on April 4, 2018 in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines. The County's CEQA document also included the District's utility improvements associated with the bridge construction. The location of the documents and other materials constituting the record of the proceedings upon which the Board decision is based in this matter is the San Diego County Department of Public Works, 5500 Overland Avenue #310, San Diego, CA 92123 and also available at this link:

<https://bosagenda.sandiegocounty.gov/cob/cosd/cob/doc?id=0901127e80c97f46>.

There are no substantial changes in the project or in the circumstances under which it is undertaken which involve significant new environmental impacts which were not considered in the previously adopted MND, dated April 4, 2018. There is no substantial increase in the severity of previously identified significant effects and no new information of substantial importance has become available since the MND was adopted, therefore, no additional environmental review of findings are necessary for the Live Oak Park Road Bridge Water Main Improvement Project.

BOARD OPTIONS/FISCAL IMPACTS

Adequate funds are available and were originally budgeted then removed from the Five-Year Water CIP Plan for project number 600037.

Option 1:

- (1) Acting as a responsible agency for the Live Oak Park Road Bridge Replacement Project, consider the Mitigated Negative Declaration prepared and dated December 22, 2017 and certified by the County of San Diego as lead agency for the project on April 4, 2018 (State Clearinghouse # 20171201061); certify that the Board has independently reviewed and considered the information contained in the Mitigated Negative Declaration and reached its own conclusions regarding the environmental effects of the County's approvals related to the project as shown in the Mitigated Negative Declaration; adopt the mitigation and monitoring program of the County as applicable, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse impacts of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Mitigated Negative Declaration, which findings and statement are adopted and incorporated herein by reference as applicable.
- (2) Authorize the filing of a Notice of Determination with the San Diego County Clerk in accordance with Section 21152 of the California Public Resources Code.
- (3) Approve additional budget in the amount of \$550,000 to fully fund the Live Oak Park Road Bridge Water Main Improvement Project to the original project cost of \$600,000
- (4) Approve the Construction Agreement with Hazard Construction in the amount of \$507,7000.
- (5) Authorize the General Manager to execute the construction contract.

Option 2:

- (1) Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Engineering and CIP Group Manager

04/26/22

ATTACHMENT A - LIVE OAK PARK ROAD BRIDGE WATER MAIN IMPROVEMENTS



1" = 145 ft	PROJECT IMPACT AREA	03/17/2022	
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This map may represents 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.

BOARD OF DIRECTORS

April 24, 2022

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT CHANGE ORDER FOR DEXTER WILSON ENGINEERING CONTRACT FOR ADDITIONAL DESIGN SERVICES FOR THE RICE CANYON PIPELINE PROJECT IN THE AMOUNT OF \$12,600 (DIVISION 4 & 5)

BACKGROUND

The Rice Canyon Pipeline Project (referred to herein as "Project") consists of a new 18-inch transmission water main that will be constructed from Rice Canyon Tank to the Citro Development. Improvements also include construction of a new electrical equipment building for the photovoltaic (PV) system battery storage, chlorine analyzer, SCADA and flow meter electronics.

The District currently has a Professional Services Agreement contract with Dexter Wilson Engineering for engineering services for the Rice Canyon Pipeline Project. To date, three (3) design change orders totaling \$16,170 have been issued in accordance with Section 5.02.200 Purchasing Approval and Change Order Limits in the Administrative Code.

DESCRIPTION

The Project has been in construction since December 2021 and will begin improvements at the tank within the next two (2) months. After further review of the tank site PV system plans and building plans, the District initiated a request for design modifications to improve operations and maintenance of the facility by re-configuring the placement of the panels to improve accessibility and modifying placement of electrical equipment to establish a centralized location within the proposed building

A change order in the amount of \$12,600 to Dexter Wilson Engineering Contract No. 20-13 is needed to issue an assignment letter to perform additional engineering design services on the Project. This change would result in increasing the total design contract value to \$219,650, increasing the cumulative change order amount to \$28,700 and would not change the date of contract expiration. Per Section 5.02.200 Purchasing Approval and Change Order Limits in the Administrative Code,

The General Manager is authorized by this section to approve any reasonable change order or modification to a contract for work or services that does not exceed \$25,000 or 10% of the contract price, whichever amount is greater. Any proposed change order or modification to a contract for work or services that exceeds this amount shall be presented to the Board for consideration and approval.

The cumulative change order amount for this contract would exceed the General Manager's authority and requires Board consideration.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area One: Water Resources. The Rice Canyon Pipeline Project will allow the Horse Creek Ridge and Citro Developments as well as several other existing customers to be supplied water from the Rice Canyon Tank Zone which is, in turn, supplied from an underutilized Metropolitan Water District (MWD) connection. This will allow more customers to be supplied water through MWD connections in other zones of the District.

ENVIRONMENTAL

On April 28, 2020, the Board adopted Resolution 20-07 which ratified the CEQA findings included in the resolution as well as the 2020 Addendum to the Pardee Final Environmental Impact Report.

The County of San Diego, in its role as lead agency pursuant to CEQA, certified a Final Environmental Impact Report for the Citro Project (Project), formerly Meadowood, on January 11, 2012. The FEIR assumed that LAFCO approval would be required to annex the Project to the service area of either RMWD or VCMWD and analyzed the impacts of the infrastructure needed to connect to RMWD's system, with the exception of a new 18" pipeline connecting the Project with RMWD's Rice Canyon Water Tank. An Addendum to the FEIR was prepared that analyzes the Rice Canyon Water Tank pipeline, dated April 6, 2020 (2020 Addendum). The 2020 Addendum also identifies RMWD as the preferred water and sewer service provider to the Project. The new 18" underground pipeline is proposed to be 4,500 linear feet in length and to be located within a RMWD easement.

Public Resources Code section 21080.21, provides:

"[CEQA] does not apply to any project of less than one mile in length within a public street or highway or any other public right-of-way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline. For purposes of this section, "pipeline" includes subsurface facilities but does not include any surface facility related to the operation of the underground facility."

Because the pipeline will be underground, is located in a public right-of-way, and is less than one mile in length, CEQA does not require an environmental analysis of the pipeline. The 2020 Addendum nevertheless documents that all impacts associated with the provision of water service to the Project by RWMD were adequately evaluated in the FEIR and would not result in any new or more severe impacts than were disclosed in the FEIR.

BOARD OPTIONS/FISCAL IMPACTS

Funds for additional design services were budgeted in the Five-Year CIP Plan for project number 600034 and therefore additional appropriations are not needed for this project at this time.

Capital budgets are approved for one (1) year only, with the forecast going out five (5) years. The Rice Canyon Tank Transmission Main project has an approved budget of \$2.7M for FY 2021/22 and \$2.7M for FY 2022/23, for a total budget of \$5.4M. No additional budget adjustments are needed for FY 2021/22,

Funds are available in budget for future fiscal years for this additional cost, however certain adjustments on the timing of other projects may be required. These matters will be addressed by both the Engineering and Operations Committee and the Budget and Finance Committees over the next several months and will be included in the FY22/23 Budget next spring.

Option 1:

- Approve the change order request for Dexter Wilson Engineering Contract No. 20-13 and authorize the General Manager to execute the change order on behalf of the District.
- Make a finding that the Project was adequately evaluated under the 2020 Addendum to the Pardee Final Environmental Impact Report.

Option 2:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Engineering and CIP Program
Manager

04/26/2022

ATTACHMENT A

DEXTER WILSON ENGINEERING, INC.

DEXTER S. WILSON, P.E.
ANDREW M. OVEN, P.E.
NATALIE J. FRASCHETTI, P.E.
STEVEN J. HENDERSON, P.E.
FERNANDO FREGOSO, P.E.
KATHLEEN L. HEITT, P.E.

April 11, 2022

146-003/1

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

Attention: Amanda Parra, CIP Project Manager

Subject: Amendment #4 Proposal for Additional Engineering Design Services for the
Rice Canyon Tank Transmission Pipeline
Project No. 600034; Contract No. 20-13

We are pleased to provide Rainbow Municipal Water District with the following amendment for engineering services. The work, as further described in the Scope of Services below, consists of design modifications as requested by Rainbow MWD Operations IT staff relative to the improvements being proposed at the Rice Canyon Tank as part of the Rice Canyon Pipeline project.

The Scope of Services summary below provides a cost by task. To complete this additional work, we propose to raise the existing contract cost ceiling by \$12,600, from \$207,050 to \$219,650.

SCOPE OF SERVICES

Dexter Wilson Engineering, Inc. will perform the following tasks:

Task 1 - Show space for a chlorine analyzer to be wall mounted within the PV battery storage building. The chlorine analyzer is to be supplied and installed by the District. Provide routing of a sample line from the tank to the chlorine analyzer, and provide a drain line for the chlorine analyzer discharge from inside the building to an exterior location.

Prepare a detail for a new sample tap to be installed on the existing Rice Canyon Tank which will be the feed to the chlorine analyzer. The detail will address materials and welding but will rely on other RMWD specifications for repair/replacing the interior and exterior coating of the tank. Since new inlet and outlet piping connections are being added to the Rice Canyon Tank, the coating repair/replacement should be the same for the new sample tap.

This task includes coordination of our electrical and structural subconsultant for completion of Tasks 2 and 3 below.

Engineering Fee: \$4,600

Task 2 - Revise electrical drawings for the PV system to include moving the SCADA and flow meter electronics into the battery storage building; add necessary conduit runs for SCADA, flow meters, PV system, and pressure transmitter.

Add a plug-in receptacle on the outside of the battery storage building to use with a portable generator for the purpose of recharging the batteries more quickly than with the PV system. Size the conduits and cable needed for the portable generator recharging system. Show the layout and spacing for all the equipment in the battery storage building.

Engineering Fee: \$5,500

Task 3 - Prepare structural details for the support of the new PV panels to be mounted on the roof of the existing tank. Tank roof coating repair/replacement and coating of the new supports will be performed per the specifications for the interior and exterior coating repair prepared by the District for the Rice Canyon Tank work.

Engineering Fee: \$2,500

COMPENSATION

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule attached as Exhibit "A." These rates are subject to change in January of each year.

TIME OF PERFORMANCE

All tasks will be performed in a timely manner. We anticipate the minimum time to complete all tasks is three weeks from notice to proceed.

QUALIFICATIONS

Andrew M. Oven will supervise the services described above. Mr. Oven is a Registered Civil Engineer in California and graduated from Santa Clara University with a Bachelor of Science in Civil Engineering, and from the University of California at Berkeley with a Master of Science in Engineering.

Amanda Parra
April 11, 2022
Page 4

Thank you for the opportunity to provide this proposed amendment on this project. If this amendment meets your approval, please prepare a contract in your format for our signature.

Respectfully submitted,

Dexter Wilson Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Andrew Owen".

Andrew Owen, P.E.

AO:ah

Attachments

Exhibit "A"

DEXTER WILSON ENGINEERING, INC.

**Rate Schedule
Effective February 1, 2022**

CLASSIFICATION	HOURLY RATE
Office Personnel:	
 Planning/Design	
Principal Engineer (RCE)	\$225.00
Managing Engineer (RCE)	\$215.00
Project Engineer (RCE)	\$195.00
Senior Engineer (RCE)	\$170.00
Design Engineer (RCE)	\$145.00
Associate Engineer II	\$135.00
Associate Engineer I	\$100.00
Engineering Aide II	\$ 95.00
Engineering Aide I	\$ 90.00
 Drafting/Design	
Senior Designer	\$130.00
Senior Drafter	\$110.00
Drafter II	\$100.00
Drafter I	\$ 90.00
 Clerical	\$ 65.00

RAINBOW MUNICIPAL WATER DISTRICT
Rice Canyon Design Change Fee and Hours Breakdown
 Job No. 146-003.004
 April 2022

Prepared by DEXTER WILSON ENGINEERING, INC.

Task	Description	Managing Engineer		Principal Engineer		Project Manager		Project Engineer		Staff Engineer		Designer		Drafter		Administrative		Clerical		Total Hours	Total Cost
		Hr	\$215	Hr	\$200	Hr	\$165	Hr	\$150	Hr	\$140	Hr	\$130	Hr	\$90	Hr	\$70	Hr	\$65		
1	DWEI																				
	Cl Analyzer Sample Tap & Drain; Coord. w/EPI	4	\$860	0	\$0	0	\$0	16	\$2,400	0	\$0	9	\$1,170	0	\$0	0	\$0	3	\$195	32	\$4,625
2	EPI - Electrical																				
	PV Redesign	0	\$0	1	\$200	1	\$165	0	\$0	20	\$2,800	0	\$0	10	\$900	2	\$140	0	\$0	34	\$4,205
	Move Mag Meter Panels	0	\$0	0	\$0	0	\$0	0	\$0	2	\$280	0	\$0	4	\$360	0	\$0	0	\$0	6	\$640
	Power to Chlorine Analyzer	0	\$0	0	\$0	0	\$0	0	\$0	2	\$280	0	\$0	4	\$360	0	\$0	0	\$0	6	\$640
3	EPI - Structural																				
	Relocate PV Panels to Tank Roof	0	\$0	1	\$200	0	\$0	0	\$0	12	\$1,680	0	\$0	6	\$540	1	\$70	0	\$0	20	\$2,490
TOTAL ALL TASKS		4	\$860	2	\$400	1	\$165	16	\$2,400	36	\$5,040	9	\$1,170	24	\$2,160	3	\$210	3	\$195	98	\$12,600

TOTAL FEE \$12,600

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF ORDINANCE NO. 22-11 TO REVISE AND ESTABLISH ENGINEERING SERVICE FEES AND DEPOSITS

BACKGROUND

The Engineering Department provides a wide variety of services to the public which include, informational maps, water and sewer availability letters, new services inspection, and improvement plan checking to name a few. The District has not revised the engineering fees or plan check and inspection deposits since 2015. In March 2022, the Board updated the Water and Sewer policies to include a Development Consultation Deposit for developments with more than five parcels or EDUs which required an update to the existing Ordinance 15-05 which established the engineering service fees and deposits. This prompted the Engineering Department to review and evaluate all the fees and deposits.

DESCRIPTION

The proposed Ordinance 22-11, attached, establishes the updated Engineering service fees and deposits. The proposed Ordinance contains several small changes for clarity including a definitive statement that remaining deposit balances, less administrative costs, shall be refunded at the completion of the project. A majority of the previously established fees and deposits were evaluated and found to be adequate to cover the cost for District staff to complete the relevant task, however a few changes were made for the proposed fees and deposits. A deposit of \$500 was added for a Consultation Meeting as prescribed by the updated Administrative Code. Also, the existing fee structure defines a fee of \$65 for a hard copy of the District Standards and Specifications. District staff pointed out that the Standards and Specifications are available for free on the District Website in a PDF format which makes it is possible for anyone in the public to access this file and print out a copy using their own means. Thus, the availability of a hard copy from the District was removed from the fee structure. In addition, the fee for copies of miscellaneous documents and reports increased to \$0.14 per page for documents 100 pages or more.

The Engineering Department also noticed that in many cases over the last few years, it has been necessary to reach out to Developers for additional funds for inspection and other District services multiple times before completing a project. Engineering Staff reviewed the actual costs of District services for several recent Developments and found an updated equation that more accurately reflects the costs of District services. The proposed calculation for the deposit related to inspection for improvement plans increased to \$15,000 + \$8.00 per LF for water and sewer pipelines serving more than five parcels.

The Engineering Department will closely track costs associated with projects and an evaluation of fees and deposits will be reviewed from time to time and any modifications to the Ordinance will require Board action. The proposed Ordinance was reviewed by the Engineering and Operations Committee and on April 6, 2022 it was recommended by the Engineering Committee for approval by the Board.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility. It is important from time to time to evaluate the existing fee and deposit structures to ensure that the District is collecting a sufficient amount to cover services rendered by District Staff. The proposed updates will allow the District to receive an appropriate deposit for development and other services up front and reduce administrative cost of requesting and processing multiple deposits.

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

The proposed changes will allow District Staff to collect a deposit for Developer Consultations before the submission of plan reviews to cover staff time that is currently charged to Engineering Department Administration. In addition, the proposed updates will allow District Staff to receive an appropriate deposit for development and other services up front and reduce staff time spent requesting and processing multiple deposits.

Option 1:

- Make a determination that the action defined herein does not constitute a “project” as defined by CEQA.
- Approve Ordinance No. 22-11.

Option 2:

- Provide other direction to Staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Engineering and CIP Program
Manager

04/26/2022

ORDINANCE NO. 22-11

**AN ORDINANCE
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
TO REVISE ENGINEERING SERVICES FEES AND PLAN CHECK/
INSPECTION DEPOSITS**

WHEREAS, the Board of Directors is provided authority to establish fees and deposits by sections 71616 and 71670 of the Water Code of the State of California.

WHEREAS, the Board of Directors desires to revise certain fees and deposits to cover the reasonable estimated costs of providing engineering services fees and plan check/inspection deposits provided prior to April 26, 2022 under Ordinance No. 15-05 as shown on Appendix A; and

WHEREAS, the Board of Directors has determined that the proposed fees and deposits are based upon and do not exceed the estimated costs of providing engineering services, plan checks and inspections.

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

Section 1: The purpose of this Ordinance is to revise fees and deposits related to providing engineering services. These fees shall be charged and deposits collected by the District in accordance with Appendix A "Engineering Services Fees and Plan Check/Inspection Deposits" attached.

Section 2: Any new engineering fees and deposits listed in Appendix A shall be effective on or after April 26, 2022.

Section 3: The fees and deposits established by the Ordinance are not intended to exceed the estimated amounts required to provide services for which the fees and deposits are levied. Any remaining deposit balances, less administrative costs, shall be refunded at the completion of the project.

Section 4: Ordinance No. 22-11 rescinds Ordinance No. 15-05.

PASSED, APPROVED, AND ADOPTED at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 26th day of April 2022 by the following roll call vote:

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

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary

RAINBOW MUNICIPAL WATER DISTRICT

Appendix A

Engineering Services Fees and Plan Check/Inspection Deposits

EFFECTIVE April 26, 2022
Adopted by Ordinance No. 22-11

<u>DOCUMENTS/AGREEMENTS/PERMITS</u>	<u>FEES</u>
Service Availability Letter	\$150.00 for boundary adjustment, single lot, minor subdivision
Service Availability Letter	\$250.00 for major subdivision, commercial
Quitclaim Document	\$500.00
Encroachment Permit	\$500.00
Joint Use Permit	\$500.00
Right of Way Agreement	\$500.00
Remote Meter Request	\$500.00
Fire Flow Letter	\$350.00
Standards and Specifications\	Available on District Website Only
Copies of miscellaneous documents or reports	\$.10 per page up to 99 pages; \$.14 per page for 100 pages or more.

<u>DOCUMENTS/AGREEMENTS/PERMITS</u>	<u>DEPOSIT</u>
Cellular Tower Leases	\$2,500.00
Reimbursement Agreement	\$2,500.00

The above schedules of fees or deposits shall be charged per document item. All other documents that may require action by the District on behalf of the private property owners or developers shall require a determination made by the General Manager or designated representative of the reasonable costs associated with the document and are payable to the District prior to execution or approval.

<u>DEVELOPMENT CONSULTATION</u>	<u>DEPOSIT</u>
Consultation Meeting	\$500.00

Developer must deposit the amount set forth above prior to meeting or consulting with District staff regarding potential development. Refunds of deposit balance as well as extensions at the conclusion of two years may be requested in accordance with current District policy.

PLAN CHECK

DEPOSIT

Water and Sewer Improvement Plans

\$465.00/Sheet

These deposits cover three plan check reviews for each project. After three reviews, all additional plan checking will be at a cost plus 15%. The District will review and check all improvement plans and related documents on a time and material basis. The per sheet deposit may include sheets not showing pipelines or appurtenances (such as landscape, irrigation, grading, electrical, etc.) which, in the District's sole discretion, may impact existing or proposed District facilities.

**ADMINISTRATION & INSPECTION
FOR INDIVIDUAL INSTALLATIONS**

DEPOSIT

Water Services

\$1,100.00 per water lateral

Sewer Lateral

\$1,100.00 per sewer lateral

Fire Hydrant

\$1,100.00 per fire hydrant

Fire Service Detector Check

\$1,100.00 per fire service

The above schedule of deposits shall apply for inspection services for facilities that do not require the installation of water or sewer pipelines.

INSPECTION FOR IMPROVEMENT PLANS

DEPOSIT

Water and Sewer Pipeline for Up to Five Parcels:

\$7,500.00 + \$2.00 per LF

Water and Sewer Pipeline for More than Five Parcels:

\$15,000.00 + \$8.00 per LF

Specialty Inspection costs and other inspection services will be determined for pressure reducing stations, pump stations, sewer lift stations, reservoirs, specialty pipeline installations (bore and jack, horizontal direction drill, bridges etc.) and other case by case improvements.

The services are provided on a time and material basis. The time and material costs shall include all actual District administrative and overhead costs including expenses for engineering and legal services. The deposits are the minimum required for each service provided and the amount may be modified, in the District's sole discretion based on project scope, complexity or impacts to District.

BOARD OF DIRECTORS

April 26, 2021

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE A LETTER OF AUTHORIZATION FROM RMWD TO QUALTEK WIRELESS FOR SUBMISSION OF WIRELESS FACILITY MINOR USE PERMIT APPLICATION WITH SAN DIEGO COUNTY PLANNING DIVISION (DIV 1)

BACKGROUND

Qualtek wireless recently approached RMWD staff regarding land leasing for the installation of a cellular tower at the Hutton and Turner tank sites. The team met with Qualtek wireless several times in the field to determine the best location to site the structures. During the initial phase of talks, Qualtek wanted to install the cellular antennas on each tank. However, this posed several issues both to Qualtek and to RMWD. Mainly the removal of the antennas for tank maintenance and the interruption this could cause to the cellular network.

Additionally, if the antennas were mounted to the tank, the wireless company would need to access the tank or the property for maintenance. Accessing the tank creates both liability and security risks. Mounting hardware outside of steel tanks poses maintenance issues internally and externally. Both parties agreed that stand-alone antennae would be the best option for both sites.

DESCRIPTION

The proposed towers would be faux eucalyptus standing at a height not to exceed forty-five feet. The enclosure that will house the electronics and a backup generator would be eleven feet wide, nineteen feet long, and eight feet tall within a concrete masonry unit (CMU) enclosure. The Hutton site already has an existing wireless structure on site. The new wireless structure would be installed next to the existing one. The Turner site does not have any existing wireless infrastructure. Both tanks have an elevation of forty feet.

Qualtek wireless will be submitting for a wireless Facility Minor Use Permit with the County Planning Division. The project will be forwarded to the Building Division for plan check if planning approves. Once the Building Division approves, a Notice to Proceed will be issued, and construction may begin. As part of this process, CEQA will be addressed by the County and Qualtek. All environmental reviews, including public comments, will be Qualtek and the county's responsibility, not RMWD. As part of the public notification, the County will require Qualtek to notify residents at a minimum of 500 feet away from the project site and distribute public notices to a minimum of 20 residents and onsite posting.

The entire process is estimated to take up to six months before construction.

This is not an approval of a lease, only approval for submitting an application to the County by Qualtek Wireless. During this process, the lease agreement will be reviewed by RMWD legal and brought back to the Board for approval once all permits have been issued and a Notice to Proceed is issued by the County.

AB 1486, the "surplus Land Act" does not apply for the following reasons: (a) the site is not being sold; (b) the site is not being considered "surplus"; and (c) because this meets the small area exemption under Government Code section 54221 (f) (b).

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility-The proposed lease sites are new properties that can be revenue-generating with the addition of cellular towers.

ENVIRONMENTAL

Per the California Environmental Quality Act (CEQA) guidelines Section 15303 and 15311, the action before the Board is categorically exempt from CEQA, and no further environmental review is required. The lessee will be responsible for all compliance with County regulations and CEQA.

BOARD OPTIONS/FISCAL IMPACTS

Per the lease agreement, the tenant will pay RMWD \$2500 per month for each site for a total annual income of \$60,000 per year.

STAFF RECOMMENDATION

Staff Recommends:

Option 1- Approve Letter of Authorization for Qualtek to submit permit applications to the County of San Diego.

Options 2- Do not approve the Letter of Authorization and provide further guidance to staff.



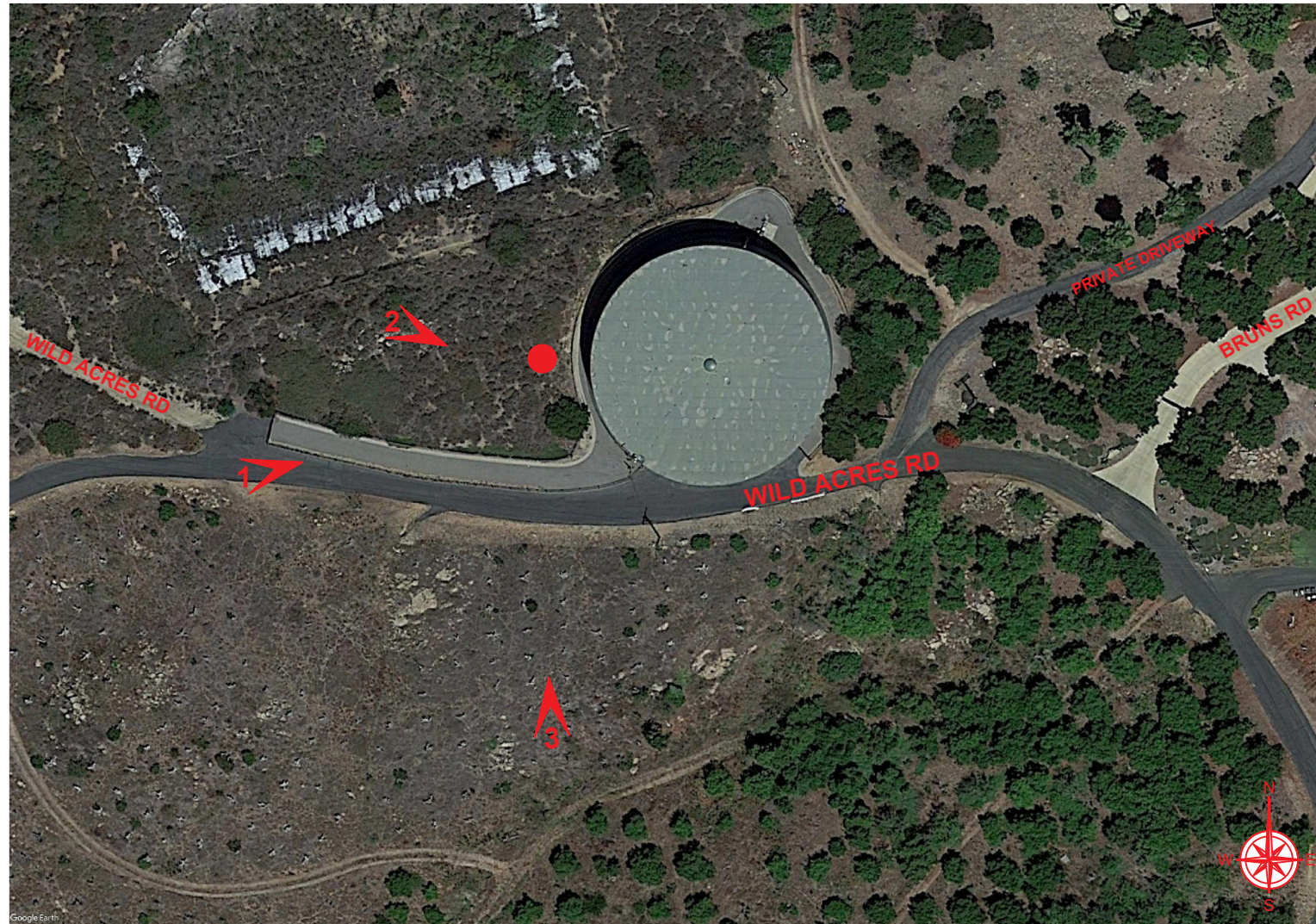
Robert Gutierrez,
Operations Manager

4/26/2022

PHOTO SIMULATION

POLE MOUNTED PANEL ANTENNAS AT:

**AVOHILL DRIVE
VISTA, CA 92084**



PAGE INDEX

PAGE NO.	PAGE TITLE
1	COVER
2	VIEW 1
3	VIEW 2
4	VIEW 3

PROJECT DESCRIPTION

DISH WIRELESS, L.L.C. PROPOSES A NEW WIRELESS INSTALLATION

● LOCATION OF DISH, L.L.C. WIRELESS ANTENNAS

COVER

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00162A
DISH WIRELESS, L.L.C. SITE ADDRESS: AVOHILL DRIVE VISTA, CA 92084
DISH WIRELESS, L.L.C. COORDINATES: 33.258469°, -117.165589°

BEFORE



AFTER



NOTE:
ANTENNAS, BRACKET, AND EQUIPMENT
HARDWARE TO BE PAINTED TO MATCH
NEEDLES IN COLOR

PROPOSED DISH WIRELESS
L.L.C. ANTENNA ARRAY

PROPOSED DISH WIRELESS L.L.C.
52'-0" HIGH MONO-PINE TREE

PROPOSED DISH WIRELESS L.L.C.
8'-0" HIGH CMU ENCLOSURE

VIEW 1 | LOOKING NORTHEAST FROM WILD ACRES ROAD

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

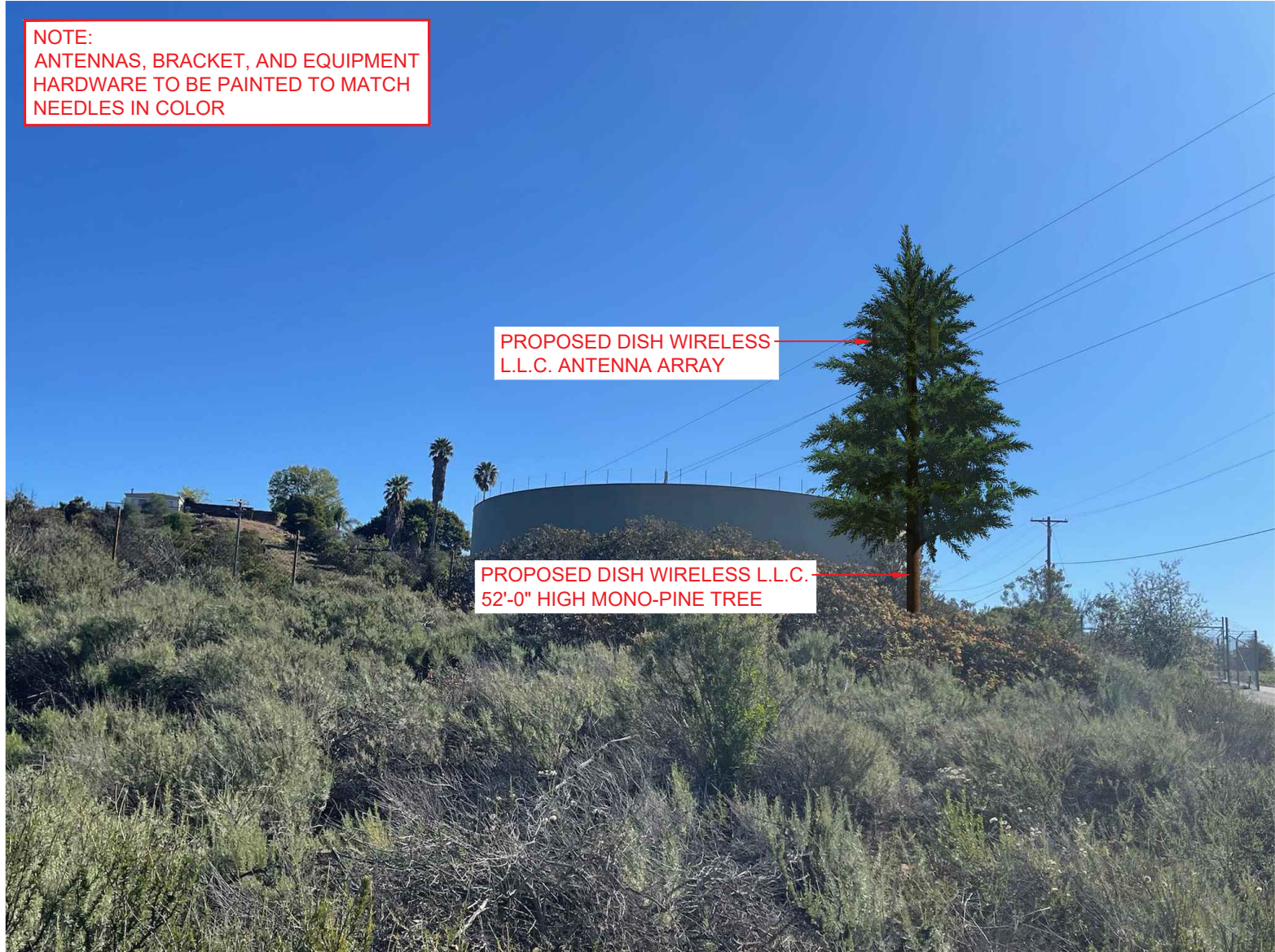
PROJECT INFORMATION

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BEFORE



AFTER



NOTE:
ANTENNAS, BRACKET, AND EQUIPMENT
HARDWARE TO BE PAINTED TO MATCH
NEEDLES IN COLOR

PROPOSED DISH WIRELESS
L.L.C. ANTENNA ARRAY

PROPOSED DISH WIRELESS L.L.C.
52'-0" HIGH MONO-PINE TREE

VIEW 2 | LOOKING SOUTHEAST FROM RAW LAND

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00162A
DISH WIRELESS, L.L.C. SITE ADDRESS: AVOHILL DRIVE VISTA, CA 92084
DISH WIRELESS, L.L.C. COORDINATES: 33.258469°, -117.165589°

BEFORE



AFTER



VIEW 3 | LOOKING NORTHEAST FROM WILD ACRES ROAD

02.24.22



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00162A
DISH WIRELESS, L.L.C. SITE ADDRESS: AVOHILL DRIVE VISTA, CA 92084
DISH WIRELESS, L.L.C. COORDINATES: 33.258469°, -117.165589°

PHOTO SIMULATION

POLE MOUNTED PANEL ANTENNAS AT:

32751 RANCHOS LADERA ROAD BONSALL, CA 92003



PAGE INDEX

PAGE NO.	PAGE TITLE
1	COVER
2	VIEW 1
3	VIEW 2
4	VIEW 3

PROJECT DESCRIPTION

DISH WIRELESS, L.L.C. PROPOSES A
NEW WIRELESS INSTALLATION

● LOCATION OF DISH, L.L.C.
WIRELESS ANTENNAS

COVER

02.25.2022



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALL, CA 92003
DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BEFORE



AFTER



VIEW 1 | LOOKING NORTHEAST FROM RAW LAND

02.25.2022



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALL, CA 92003
DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BEFORE



AFTER



VIEW 2 | LOOKING WEST FROM RANCHOS LADERA ROAD

02.25.2022



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALL, CA 92003
DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BEFORE



AFTER



VIEW 3 | LOOKING NORTHWEST FROM RANCHOS LADERA ROAD

02.25.2022



1875 CORONADO AVE
SIGNAL HILL, CA 90755
PH: 562-230-3519

PROJECT INFORMATION

DISH WIRELESS, L.L.C. SITE ID: SDSAN00097B
DISH WIRELESS, L.L.C. SITE ADDRESS: 32751 RANCHOS LADERA ROAD BONSALL, CA 92003
DISH WIRELESS, L.L.C. COORDINATES: 33.305557°, -117.155336°

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE A VARIANCE FROM ORDINANCE 21-03 TO ALLOW A LOT, LARGER THAN 0.5 ACRES, TO QUALIFY FOR CAPACITY CLASS B 3/4" METER AND APPROVE THE NEW WATER SERVICE APPLICATION (Division 2)

BACKGROUND

The District identifies specific rate classes under District Ordinance No. 21-03 that are assigned to parcels according to meter size. Meter sizes are recommended based on lot size and water usage. According to Ordinance 21-03, "Lot size less than 21,780 sqft (0.5 acres) may qualify for a 3/4 inch meter."

The property owners of APN 126-080-86-00, Gianni and Lisa D'Addazio, have requested a variance from Ordinance 21-03 to apply for a new 3/4 inch water service on a 2.17 acre parcel. According to the attached variance application (See Attachment A), the customer would like to apply for a 3/4 inch meter now while they only have plans of agricultural use, but may be interested in upsizing to a 1 inch meter in the future once a home is built.

District staff has determined that a reasonable amount of time to assess usage is 12 months. For a parcel to move to a 3/4" rate class they should not exceed 50 units (one unit equals one hundred cubic feet ["CCF"]) of water use per month on average, for any 12- month period, based on the 12-month rolling average (month determined by scheduled meter reading cycle). This is a new service, so there is not a history of usage.

There is not a past precedence for allowing the customer to choose to purchase a smaller meter size without usage history. This would be a departure from the recommendations of the capacity class study and set fees. Staff does not recommend granting this variance.

DESCRIPTION

The capacity charges were developed by Wildan and Raftelis through a comprehensive study and analysis of the value of District assets and the maximum day use patterns of existing customers with particular meter sizes. The reference meter size for capacity class B is 3/4-inch. According to the Raftelis analysis, the maximum allowable usage for capacity class B is 50 units (one unit equals one hundred cubic feet ["CCF"]) per month, or 1.38 AF/yr. The lot size requirement was included in the ordinance to protect the District from customers overusing their intended capacity.

ATTACHMENTS

Attachment A Variance Request

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Five: Customer Service. This type of agreement allows the Board to fit the requests of an individual customer based on their specific use patterns which fall outside the expectations covered by the existing policy.

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

If the Board approves the variance, the customer will save \$9,527 in capacity fees. If they decide to upsize in the future, the customer will have to pay the difference in the current capacity fees at that time as well as an inspection deposit and material fees.

Option 1:

- Approve the variance to Ordinance 21-03 to allow a property larger than 0.5 acres to qualify for capacity class B and approve the New Water Service Agreement.
- Make a determination that the action defined herein does not constitute a "project" as defined by CEQA.

Option 2:

- Deny the variance request.

Option 3:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 2.



Tracy Largent, CPA
Finance Manager

April 26, 2022



ADMINISTRATIVE CODE VARIANCE APPLICATION

PROPERTY OWNER OR PRIMARY ACCOUNT HOLDER INFORMATION		
Owner Name: <i>Gianni & Lisa D'Addazio</i>	Telephone No.: <i>(760) 758-5590</i>	
Address: <i>2362 Prime Way, Vista, CA 92084</i>		
Email Address: <i>lisa@secoastline.com</i>	Account No.: <i>126-080-86-00</i>	
LOCATION OF PROPOSED ADMINISTRATIVE CODE VARIANCE		
Address: <i>Via de los Cepillos, Bonsall, CA 92003</i>	APN:	Acres: <i>2</i>
SUPPORTING INFORMATION		
Specific section(s) of the Admin. Code for which this variance is being requested (<i>attach additional pages if needed</i>):		
Reason why the variance should be approved including how the intent of the Admin. Code will be met (<i>attach additional pages if necessary</i>):		
<i>We are planning to build a house in the future but, for the present, we would like to plant fruit trees and a vegetable garden for home use. We can upgrade the meter to 1" at the time we build the house.</i>		

Rainbow Municipal Water District (District) Provisions:

The purpose of a variance is to provide flexibility in application of regulations necessary to achieve the purposes of the Administrative Code. A variance is intended to resolve practical difficulties or unnecessary physical hardships that may result from strict adherence to the policies contained in the Administrative Code. The cost to the applicant of strict adherence with any provision of the Administrative Code shall not be the sole reason for granting a variance. This application is subject to the approval of the District Board of Directors.

I hereby certify that all information provided in this application is true.

Lisa D'Addazio
Owner Signature

2-25-22
Date



WATER SERVICE CONNECTION APPLICATION

RAINBOW MUNICIPAL WATER DISTRICT
 (760) 728-1178; Fax (760) 728-2575
 3707 Old Highway 395
 Fallbrook, CA 92028

DISTRICT USE ONLY		
Account No.	Book:	
APP No:	Cap Class:	
SW EDU:	SW Code:	
Mtr Resize Form:	DS to:	US to:

Date: 2-25-22
 Owner's Name: Gianni & Lisa D'Addazio Telephone No.: (760) 758-5590
 Billing Address: 2362 Prince Way City/ST: Vista, CA Zip: 92084
 Service Address: Via de Los Cepillos City/ST: Bonsall, CA Zip: 92003
 APN No: 126-080-86-00 Lot No.: 2 No. of Acres: 2
 Owner's Authorized Agent: N/A Telephone No.: N/A
 Contractor: N/A License No.: N/A

CHARGES	AMOUNT	CIRCLE APPLICABLE
RMWD Capacity	\$	METER SIZE REQUESTED: 5/8" <u>3/4"</u> 1" 1.5" 2" 3" 4"
SDCWA Capacity	\$	
SDCWA Treatment	\$	LAND USE FACTOR: Open Space Recreation or Conservation <u>Single Family</u> Multi-Family Commercial Institutional
Material	\$	<u>future home; fruit trees for now</u>
Inspection	\$	Home <u>Grove</u> Irrigation Livestock Landscape Fire Service Nursery Pond Pool Septic Vacant Land Well Bypass
Line Payback	\$	
*Other:	\$	*Additional fees may be required in areas requiring special services.
TOTAL COST	\$	

The Owner/Agent listed above, hereby requests that Rainbow Municipal Water District ("District") provide water service to the service address listed.

The Owner/Agent agrees to assume full responsibility for all charges on this account from the effective date of service and to abide by the District's policies and regulations. The Owner/Agent further agrees to notify the District when responsibility for this account ceases and to provide a forwarding address for the closing bill. If the Owner/Agent's account becomes overdue, the District retains the right to discontinue service after sufficient notification and to charge any applicable penalties and late fees. Responsibility for delinquent water bills by a tenant rests with the Owner/Agent. (State Water Code 71618, 72100 & 82101)

The Owner/Agent agrees to notify the District immediately of any proposed changes in their water system that allows injection of fertilizer or any other substance into the irrigation system or connection of any other water sources to their system. When the District Cross Connection Control Specialist determines the need for a reduced pressure principal backflow (RP), the Owner/Agent hereby agrees to abide by District policy to install an approved RP and maintain it at their expense.

BY SIGNING BELOW, OWNER/AGENT DECLARES UNDER PENALTY OF PERJURY AS FOLLOWS:

1. I have the following legal authority to submit an application for a water service connection as set forth above:
 - I am the legal owner of the parcel(s) subject to this request and have attached proof of ownership.
 - I am an authorized agent of the owner of the parcel(s) subject to this request and have attached proof of such authorization hereto.
2. I will immediately notify the General Manager of the District if any of the following occur at any point prior to completion of the water service connection application process:
 - a. I cease to have authority to request a water service connection at the subject property; or
 - b. There is a proposed change in ownership of the parcel(s) subject to this application. (See Section 6 below)
3. I hereby request that the District approve water service to the service address and for the use listed on this application with the understanding that all costs for installation, materials, appurtenances, and inspection shall be paid by Owner/Agent. Prior to starting work, Owner/Agent shall comply with the following requirements:
 - a. Obtain District approved improvement plans for construction of a water service connection to the main.
 - b. Obtain District approval for a connection to an existing water service.
 - c. Obtain the necessary State of California/San Diego County permits or approvals relative to the water service connection construction work; and if required, a State Highways Utilities Encroachment Permit and/or a County Encroachment Permit per the District's Construction Standards Manual.
 - d. Obtain approvals or permits for the service connection from utility companies, as applicable.
 - e. Work within the Right of Way shall be performed by a Contractor with an "A" license. The Contractor shall contract the District Inspector to schedule a preconstruction meeting and provide materials submittals for review and approval.
 - f. For parcels of over one acre, the owner agrees to have the property inspected for verification of the proper size meter.
 - g. Customers living in high pressure areas (150 PSI or above) will be required to sign a *Notice of High Water Pressure Condition* form and agrees to install a pressure regulator on their side of the meter. Customers living in low pressure areas (20 PSI) will be required to sign a *Notice of Low Water Pressure Condition* form and agrees to install at his/her cost a booster system to be owned, operated and maintained by the Owner/Agent, his/her successors and assigns.
 - h. Owner/Agent understands that the District assumes no responsibility for damage or injury due to water pressure.
4. Approval of this application for service is contingent upon payment in full of all water service connection fees, service charges, delinquent water bills and penalties due and charged to or against said property by the District.
5. A water service connection application is issued for a term of two years from the date of issuance. **The Date of Issuance of this water connection application is _____ and the expiration date is _____.** If the connection is not made prior to the expiration date, this water service connection application shall expire and all rights of the water service connection application holder resulting from the issuance of such application shall terminate. Fees paid with a water service connection application that has expired will be refunded, minus administrative costs, to the application listed on the application.

If, prior to the expiration date of the water service connection application, a building permit has been issued by the County of San Diego or governing agency for the building or buildings described in this application, and a copy of the building permit is provided to the District, the application shall not expire and need not be renewed. In such case, the District's application shall expire upon the expiration of the building permits.

If connection complying with all District Standards is made prior to the expiration of the application (or building permit per above), the application will become an authorized water service permit for the subject property(s) to receive potable water from the District's water system in accordance with all District rules and regulations related to the use described in this water service connection application. Once a service connection is made to the District facilities and extended to the property, the account is considered active and will incur water service charges per District policy.
6. If Owner/Agent desires to sell the property during the term of this water service connection application and transfer the water service connection application with the same parcel of land and use, the applicant must submit written notice of the proposed transfer to the District. The new owner must then complete a new application and the expirations date will remain the same.

7. I acknowledge that this request is subject to, and approval is conditioned on, compliance with current District policy. I agree that compliance with the conditions of this water service connection application shall be binding on the applicant, successors or assigns, and subsequent property owners. Prior to sale or transfer of this property after water service connection, I agree to provide written notice of the conditions set forth herein to the new property owner.
8. In the event the District incurs any costs or suffers any damage as a result of misrepresentation, any failure to notify District of a change in authority for this water service connection application, a change in ownership of the parcel(s) subject to this application, a change in control of water service under District policy, determination that this request is improper for any reason, or unauthorized use of the water service connection, I understand and agree that I will be solely responsible for, and will indemnify, defend and hold the District harmless from any such costs and damages, including, but not limited to, the District's reasonable attorney fees.
9. I acknowledge that the District has the right to refuse or to discontinue water service at any time to protect the District from any fraud or for noncompliance with, or violation of, any District policy, ordinance, rule or regulation of the District arising from this request.
10. The District shall endeavor to furnish continuous and sufficient supply of water to its Customers to avoid any shortage or interruptions of delivery. It cannot, however, guarantee complete freedom from interruptions. The District will not be liable for interruptions or shortage of supply, nor for any loss or damage occasioned by its failure to supply water. (Administrative Code Section 8.010.010)

Owner/Authorized Agent

Rainbow Municipal Water District

Date: 2-25-22

Date: _____

Name: Lisa D'Addazio
Please Print

Name: _____
District Representative

Signature: Lisa D'Addazio
Owner/Agent's Signature

Signature: _____

DISTRICT USE ONLY

If the applicant is not the legal owner of the property, describe the evidence submitted by the applicant to show his or her legal authority to make this request:

Cross Connection

An approved Reduced Pressure Principal Backflow Preventer (RP) is required depending upon the degree of hazard on sizes 1" and under. For service 1½" and larger an approved RP is mandatory on a potable water service connection. RPs must be tested by a Certified Tester immediately after they are installed, relocated or repaired prior to service connection.

Certified Tester Name _____ R/P Serial Number _____ Pass/Fail _____ Meter Unlock Date _____

Notes: _____

CC Technician Signature _____ Position _____ Date _____

Final Inspection

Longitude -117. Latitude 33. Alt. _____ Way Point _____

Inspector Signature _____ Position _____ Date _____



Application for New Service

(RMWD Use Only)

Date Received _____

Service Date _____

Account No. _____

APPN _____

Name: Gianni & Lisa D'Addazio

Service Address: Via de Los Cepillos, Bonsall CA 92003

Mailing Address: 2362 Prince Way, Vista, CA 92084

Home Phone: (760) 758-5590 Cell Phone: (760) 716-2887

Social Security or Driver's License Number: _____

Assessor's Parcel Number: 126-080-86-00 No. of Acres: 2.17

Property Owner's Name (If Renting): N/A

Owner's Mailing Address: N/A

Owner's Phone Number: N/A

Is sewer service available at this address? NO

Is this property used for agricultural purposes? NO, how many acre(s)? 2

Is there a well located on this property? NO

Rainbow Municipal Water District assumes no responsibility for damage or injury due to water pressure. The undersigned agrees to assume responsibility for all charges on this account from the effective date of service and agrees to notify RMWD of any changes to the information stated above. The undersigned further agrees to notify RMWD when responsibility for this account ceases and to provide a correct forwarding address for the closing bill. If at any time this account is overdue, RMWD retains the right, after sufficient notification, to discontinue service and charge any applicable penalties and late fees. Responsibility for delinquent water bills by a tenant rest with the owner as authorized by State Water Codes 71618, 72100 & 72101.

Signature (Tenant): _____ Date _____

Signature (Owner): Lisa D'Addazio Date 2-25-22

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

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 (Division 1)

BACKGROUND

The District identifies specific rate classes under District Ordinance No. 21-03 that are assigned to parcels according to meter size. Meter sizes are recommended based on lot size and water usage. The district board has determined criteria that allows customers to apply for variances from the assigned rate class provided that the parcel does not exceed the maximum units for the lower meter size being requested.

District staff has determined that a reasonable amount of time to assess usage is 12 months. For a parcel to move to a 1" rate class they should not exceed 80 units (one unit equals one hundred cubic feet ["CCF"]) of water use per month on average, for any 12- month period, based on the 12-month rolling average (month determined by scheduled meter reading cycle).

The property owner of APN 127-010-47-00 has requested a variance from Ordinance 21-03. According to his variance application, the owner states that he wouldn't have used as much water if it wasn't for his pipes breaking. He also stated that he replaced the pressure gauge and what once used to be an avocado grove no longer exists. Over the last 12 months, the highest usage was 133 units in May 2021, and the most current usage was 125 units. **The rolling 12-month average for the property is 86.5 units per month, which is above the required 80 units.** The usage has gone over 80 units in 8 of the last 12 months.

DESCRIPTION

The capacity charges were developed by Wildan and Raftelis through a comprehensive study and analysis of the value of District assets and the maximum day use patterns of existing customers with particular meter sizes. The reference meter size for capacity class C is 1-inch. According to the Raftelis analysis, the maximum allowable usage for capacity class C is 80 units (one unit equals one hundred cubic feet ["CCF"]) per month, or 1.38 AF/yr).

The staff will draft an agreement, with Board authorization, whereby District will suspend the requirement to pay Fixed Charges beyond those applicable to capacity class C under District Ordinance No. 21-03 provided that the Parcel does not exceed a maximum of 80 units of water use per month on average, for any 12-month period, based on the 12-month rolling average (month determined by scheduled meter reading cycle). The agreement further stipulates the following to ensure the customer will be held accountable to comply with the purpose of Ordinance No. 21-03: "In the event the Parcel exceeds a maximum of 80 units of water use per month on average, for any 12- month period, based on the 12-month rolling average, District will notify the Owner of the exceedance. Within 3 months from the date of the notice, the Owner shall bring the Parcel's average monthly water use, based on the 12-month rolling

average, below 80 units per month. In the event Owner does not bring the Parcel's average monthly water use, based on the 12- month rolling average, below 80 units per month within the 3 months immediately following the date of the notice, the Owner shall become obligated to pay District the additional water Capacity Fees, then in affect, corresponding with the capacity class that matches the Parcel's use over the 12-month period."

ATTACHMENTS

Attachment A - Variance Application from customer.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Five: Customer Service. This type of agreement allows the Board to fit the requests of an individual customer based on their specific use patterns which fall outside the expectations covered by the existing policy.

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

If the Board approves the variance, the customer will save \$193.26 per month (assuming they stay on Agricultural w/ Residence) in monthly service charges to Rainbow MWD unless they exceed the intended capacity of 80 units/month.

Option 1:

- Approve the variance to Ordinance 21-03 to allow a downsize of this meter from a 1 ½" to a 1".
- Make a determination that the action defined herein does not constitute a "project" as defined by CEQA.

Option 2:

- Deny the downsize request.

Option 3:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 2.


Tracy Largent, CPA
Finance Manager

April 26, 2022



ADMINISTRATIVE CODE VARIANCE APPLICATION

PROPERTY OWNER OR PRIMARY ACCOUNT HOLDER INFORMATION		
Owner Name: <u>Adam Kitchingman</u>	Telephone No.: <u>626 215 0842</u>	
Address: <u>5928 Monte Rd Bonsall CA 92003</u>		
Email Address: <u>firsthomethoroughbreds@hotmail.com</u>	Account No.:	
LOCATION OF PROPOSED ADMINISTRATIVE CODE VARIANCE		
Address:	APN:	Acres:
SUPPORTING INFORMATION		
Specific section(s) of the Admin. Code for which this variance is being requested (<i>attach additional pages if needed</i>):		
<hr/> <hr/>		
Reason why the variance should be approved including how the intent of the Admin. Code will be met (<i>attach additional pages if necessary</i>):		
<u>Per customer's email, if his pipes hadn't have broken, his usage wouldn't have been so high. He also stated that this used to be an avocado orchard, but it no longer exists. He also replaced the pressure gauge.</u> <hr/> <hr/> <hr/>		

Rainbow Municipal Water District (District) Provisions:

The purpose of a variance is to provide flexibility in application of regulations necessary to achieve the purposes of the Administrative Code. A variance is intended to resolve practical difficulties or unnecessary physical hardships that may result from strict adherence to the policies contained in the Administrative Code. The cost to the applicant of strict adherence with any provision of the Administrative Code shall not be the sole reason for granting a variance. This application is subject to the approval of the District Board of Directors. Page 167 of 227

I hereby certify that all information provided in this application is true.

 Owner Signature

3-14-2022

 Date



METER DOWNSIZE REQUEST

Date: 3-14-2022 Account No. 011550-000
 Name: Adam Kitchingman (Please Print) Phone No.: 626 215 0842
 Service Address: 5928 Monte Rd Bonsall CA 92003
 Billing Address: As Above

Complete Downsize Meter Information (one request per meter):

From: Capacity Class:	Ref. Size:	To: Capacity Class:	Ref. Size:	Accessor's Parcel Number:
D	1.5	C	1"	127-010-47-00

Capacity Classes=Ref. Sizes: A = 5/8", B=3/4", C=1", D=1.5", E=2", F=3"

Indicate the reason for downsizing the existing water meter(s) Please circle one:

- a. Not using as much water
- b. Agricultural Operations suspended
- c. Other (Describe)

Dont need the water. Water pressure to high.

The District will review the water usage history to determine if a smaller meter is capable of meeting the water usage demands and meet Capacity Class requirements. Please note - If you downsize to smaller than a 1-inch meter, you **may** not meet fire flow requirements. In addition, services within high- or low-pressure areas will be required to sign and record a Notice of High or Low Water Pressure Condition.

If needed, the customer agrees to install a pressure regulator on their side of the meter and agrees to install at his/her cost a booster system to be owned, operated and maintained by the Owner/Agent, his/her successors and assigns.

When approval is granted by the District Engineer for the meter capacity class downsize, the owner will be required to sign/notarize a Meter Downsize Agreement.

BY SIGNING BELOW, THE APPLICANT DECLARES UNDER PENALTY OF PERJURY AS FOLLOWS:

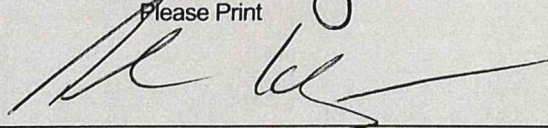
1. I have the following legal authority to request meter downsizing as set forth above:
 - I am the legal owner of the parcel(s) subject to this request and have attached proof of ownership.
 - I am an authorized agent of the owner of the parcel(s) subject to this request and have attached proof of such authorization hereto.
2. I will immediately notify the Finance Manager of the District if any of the following occur at any point prior to completion of the meter downsizing: (a) I cease to have authority to request meter downsizing; (b) there is a change in ownership of the parcel(s) subject to this request; or (c) there is a change in control of water service under Chapter 8.04 of the Administrative Code.

3. I acknowledge that this request is subject to and approval is conditioned on compliance with District ordinances, rules and regulations, and the District's Administrative Code, including those provisions governing the size, number and location of service connections, governing who may request a connection and governing the terms of transfer.
4. I acknowledge that, if in the future a larger water meter is required due to higher water usage, I will be required to pay all-past District Operations and Maintenance fees starting from the effective date of the Meter Downsize Agreement through the effective date of the signing of the Meter Upsize Memorandum of Understanding.
5. I acknowledge that in the event the District determines that downsizing is not appropriate, I am responsible for bringing the account current by paying all unpaid fees assigned to the account and hereby agree to make any such payments.
6. I acknowledge that to the extent downsizing results in unused capacity, the District's obligation to recognize such unused capacity, if any, is subject to change and that I may not have a right to such unused capacity in the future. Chapter 8.11 of the Administrative Code.
7. In the event the District incurs any costs or suffers any damage as a result of any misrepresentation, any failure to notify the District of a change in authority to request meter downsizing, a change in ownership of the parcel(s) subject to this request, or a change in control of water service under Chapter 8.04 of the Administrative Code, or in the event this request is determined to be improper for any reason, I understand and agree that I will be solely responsible for, and will defend and indemnify the District from any such costs and damages, including but not limited to the District's reasonable attorney's fees.
8. I acknowledge that the District has the right to refuse or to discontinue water service at any time to protect the District from any fraud or for noncompliance with or violation of any ordinance or rule or regulation of the District arising from this request.

OWNER / AUTHORIZED AGENT:

Name: Adam Kitchingman
Please Print

Date: 3-14-2022

Signature: 

FINANCE DEPARTMENT ONLY:

Approved: Yes No

Comments: _____

 Date Finance Manager

Reading Date	Usage	Billable
3/14/2022 15:34	125	125
2/10/2022 8:29	12	12
1/18/2022 10:57	13	13
12/14/2021 8:14	86	86
11/16/2021 14:57	77	77
10/15/2021 13:53	94	94
9/17/2021 9:29	117	117
8/12/2021 12:24	68	68
7/19/2021 10:45	124	124
6/14/2021 8:02	84	84
5/17/2021 15:02	133	133
4/13/2021 11:28	106	106
12 Mo. Rolling Avg:	86.58333	

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE A BILL ADJUSTMENT AND A THREE-YEAR EXTENDED PAYMENT PLAN FOR DIAMANTE MAINTENANCE ACCOUNT NUMBER 007334-000 ONE OF THEIR FOUR ACCOUNTS THAT WAS NOT SENT TO THE NEW BILLING ADDRESS AFTER AN OWNERSHIP CHANGE (DIVISION 1)

BACKGROUND

Due to the sudden death of the HOA manager/owner, there was confusion with the accounts associated with the condo/apartment building located at 3196 Del Cielo Este Bonsall CA 92003. Only three of the four accounts were changed to the new billing address for the new HOA manager. The balance on this account is now \$51,428.14. This balance includes a reduction of \$35,751.34 that was applied as a result of the water arrearages COVID funding program. This account serves twenty-one separate residential units. All other accounts with this customer have been paid timely.

The account balance became past due at the time when the District was not doing shutoffs. Had shutoffs been occurring, the meter would have been shut off, and the issue would have been resolved with just a two month past due balance.

DESCRIPTION

Staff had sent multiple past due notices and was finally able to reach a new HOA manager the week shutoff was scheduled. The HOA manager is requesting a three-year extended payment plan, without penalties continuing to be charged, for the past due balance of \$51,428.14 along with an additional adjustment of \$2,844.52 in penalty charges.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility

Strategic Focus Area Five: Customer Service. This type of agreement allows the Board to address the requests of an individual Customer based on their specific situation which falls outside the expectations covered by the existing policy.

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

If the Board approves a payment plan and the bill adjustment, the fiscal impact will be \$2,844.52.

Option 1:

- Approve a three-year payment plan for account 007334-000 and an adjustment for \$2,844.52 for penalty fees.
- Make a determination that the action defined herein does not constitute a “project” as defined by CEQA.

Option 2:

- Approve a three-year payment plan for account 007334-000 and an adjustment for a different amount.

Option 3:

- Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Tracy Largent, CPA
Finance Manager

April 26, 2022

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2022	MEETING	LOCATION	ATTENDEES	POST
May	12	SDCWA Special Board Meeting	SDCWA	GM	N/A
May	19	CSDA – San Diego Chapter	94 th Aero Squadron 8885 Balboa Avenue, San Diego	Mack	N/A
May	*	LAFCO Special Meeting	County Admin Center, Room 302 – 9:30am	(As Advised by GM)	N/A
May	*	Santa Margarita River Watershed Watermaster Steering Committee	Rancho California Water District	Hamilton	N/A

* To Be Announced

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING					
DATE	2022	MEETING	LOCATION	ATTENDEES	POST
May	*	San Luis Rey Watershed Council	Pala Administration Building 1:00 p.m.	Appointed Director	N/A
May	2	LAFCO	County Admin. Center Room 302 9:00 am	As Advised by GM	N/A
May	4	Engineering & Operations Committee Meeting	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	4/28
May	5	Communications & Customer Service Committee Mtg.	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	4/28
May	10	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	5/4
May	17	Council of Water Utilities	Via Zoom (** 3 rd Tuesday in April, June, Aug, Oct)	All Directors, General Manager	N/A
May	17	SDCWA GM's Meeting	SDCWA, San Diego 9:00 a.m.	General Manager	N/A
May	20	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A
May	24	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	5/17
May	25	North County Work Group (NCWG)	Rincon Del Diablo, Escondido 8:00 a.m.	General Manager	N/A
May	26	SDCWA Full Board Meeting	SDCWA Board Room, 3-5 p.m.	General Manager	N/A

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

- **CHANGES – ADDITIONS - DELETIONS:**

1. * San Luis Rey Watershed Council has not held meetings in several months; therefore, this date is provided as a placeholder in the event meetings resume in 2022.

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

Operations Report for March 2022

DESCRIPTION

Activities for Operations & Maintenance Division

CONSTRUCTION & MAINTENANCE DEPARTMENT:

March	Repairs	Installations	Leaks
Mainline			
Service	3	3	3
Hydrants		1	
Valves	1		
Meters			
Blow-Offs			
Air Vacs			
Annual Totals	28	5	28

- **242** utility locates were completed in the month of March - **Annual Total 747**
- Assisted with the Water Service Upgrade Project (WSUP) to a level of 100% completion.
- Installed a new fire hydrant on N. Ridge Rd.
- Provided mutual aid and helped FPUD with repairing main breaks in their District.
- Repaired service lateral leaks at 2903 Rainbow Valley Blvd, 1406 Vista De Lomas, and 3351 Canonita Dr.
- Replaced broken 6” gate valve on Aqueduct Rd.
- Removed schedule 40 PVC service lateral and upgraded per district standards at 5448 5th St.

WATER OPERATIONS AND VALVE MAINTENANCE DEPARTMENT:

Water Operations:

- Assessed **3** Water Quality Complaint in March. **Annual total 6.**
- Performed **1** fire flow tests. **Annual total 1.**
- Performed routine maintenance/rebuilding of **6** pressure stations (CLA VALs). **Annual total 30.**
- Collected all tank/reservoirs nitrification samples.

- Completed SDCWA emergency shutdown. Water distribution system is back to normal operation.
- Placed Magee tank offline for upgrades and washout.
- Performed disinfection and bacteriological test on temporary Magee tanks.

Valve Maintenance:

Monthly Totals	Valves (Distribution)	Appurtenance Valves	Annual Totals
Exercised	80	33	328
Inoperable	0	2	9
Repaired			
Replaced	1	6	15
Installed	1		1

Valve Maintenance completed and/or oversaw the following:

- Assisted with 18 shutdowns- **Annual Total 47.**
- Raised 0 fire hydrants (installed breakaway spoils).
- Replaced 6 air/vacs, 0 wharf heads, 0 Fire hydrants, and 1 gate valves.
- Painted 82 appurtenances- **Annual Total (277).**

METERS DEPARTMENT:

Water Service Upgrade Project (WSUP) is 100% complete.

- Concord has completed their assignments and is no longer working at the District.
- Eight thousand four hundred and seventy-two (8472) meters have been replaced as of the end of March 2022.

Backflows:

- Four Hundred Thirty-Three (**433**) backflows were tested in the month of March.
- One Thousand Four Hundred Twenty-Three (**1423**) backflows have been tested so far this year (2022).

Customer Service Requests:

- **219** Service Request were resolved in March. **Annual total 604**
- **310** Check Bills were completed in the month of March. **Annual total 1076**
- Year to date service requests and check bills: **1680.**

WASTEWATER:

Monthly, Semi-Annual, and Annual Reports: California Integrated Water Quality System (CIWQS): Confirmation # 2622165 Reported: “No-Spill Report” for Month: March 2022.

San Diego Air pollution Control District - March 04, 2022, performed field inspections on District generators and reviewed 52-hour emission rule via hour meter logs.

Lift Stations:

March 16, 2022 – At Golf Club Dr. lift station removed and replaced pump standpipe and pump volute on pump # 3.

March 22, 2022 - Emergency call out at Golf Club Dr. lift station pump # 3. Discovered a seal leak, removed excess buildup around housing and replaced pump seal.

March 24,2022 - Lake Rancho Viejo lift station pump # 2 pump not pumping. Troubleshoot and found debris in 1" air release service line and valve suction leak.

Collection System:

March 02, 2022 – Ayala Engineering vactor services needed in vactoring grit/sand from manholes. Heavy grit caused by upstream horse track (total footage cleaned: 6,336’).

March 31,2022 – RMWD staff picked up FPUD’s vactor for cleaning five (5) wet wells and 1,410’ feet of sewer siphon lines for preventative maintenance.

Customer Service:

On March 15, 2022, at address 3925 Paso de Lagos Bonsall, Brian Jarvis inquiring emptying 32,000 gallons from private swimming pool. Advised customer District would not allow discharge per Administrative Code.


Projects:

Ongoing Suez water technology & solutions company performing an odor study at lift stations # 5 and Horse Creek sewer lift stations.

March 22,2022 – April 22,2022 Chesterton - 30-day trial in checking pump performance and data analysis for vibration, temperature, and anomalies.

Mutual Aid: Month of March 2022

FPUD - Vactor
Ayala Engineering / Vactor truck
Haaker & United Rentals equipment



Robert Gutierrez 4/26/2022
Operations Manager

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

Engineering Report for March 2022

DESCRIPTION

CAPITAL PROJECTS:

Hutton and Turner Pump Stations (Hoch Consulting): District staff met with SDGE to discuss the power source for both the Turner and Hutton sites. Applications for both sites were submitted to SDGE. Followup meetings are anticipated. Hoch Consulting continues to work on the 60% design for the Turner Pump Station as well as finalizing the hydraulic model in response to District comments. District staff continues to work on the easement acquisition of the Hutton Pump Station site.

Pressure Reducing Station Projects: Operations staff worked on the installation of the Pressure Reducing station off Tecalote Drive. The PRS was successfully installed and in operation. There are a few punchlist items remaining. Operations Construction Team will return to PRS installation projects in April as they will be assisting with the WSUP project in March.

Programmatic Environmental Impact Report (Helix Env.): Staff and legal counsel completed their review and comments on the Draft PEIR. Additional CIP projects were added to the PEIR for analysis. The new projects will need to be analyzed. The Draft PEIR is anticipated to be released for Public Review in late May.

Rainbow Heights Pump Station Replacement (Orion Construction Corp): All punchlist work is complete and the project is ready for acceptance. The NOC is expected to be brought to the Board in April 2022.

Rainbow Valley Blvd. Cathodic Protection (Farwest CCC): The project proposes to install cathodic protection on a water main starting at Rainbow Heights Pump Station to Rainbow Hills Pump Station along 8th Street, Rainbow Valley Road, and Frontage Road. The anode wells have been completed at both the Rainbow Hills Pump Station and Rainbow Heights Pump Station. The contractor is waiting on their County of San Diego permit to complete the 5 test stations on Rainbow Valley Blvd. The completion of the project is expected in June 2022.

Rice Canyon Tank 18-Inch Transmission Line (Dexter Wilson Eng.): Cass Arrieta Construction has installed over 3,000 linear feet of 18" PVC pipe and will begin installing concrete and mortar lined steel pipe (CMLC) in early April. Approximately 1000 linear feet of CMLC needs to be installed to the new pressure reducing station. No cultural resources have been detected to date and ongoing spot-check monitoring is underway. A noise barrier fence was constructed at a portion of the pipe alignment to mitigate noise impacts to the California gnatcatcher. Ongoing noise monitoring and surveys continue to occur to closely monitor the bird's activity. Nine progress meetings have been held with District staff, Tri-Pointe Homes, Cass Arrieta, and the project's environmental team to discuss construction updates, construction administration, potential constraints, and sensitive resources. Construction is still expected to be completed by the end of 2022. A budget adjustment and a Participation Agreement amendment will be brought forth at the April 2022 Engineering and Operations Committee and Board of Directors meetings.

LS-1 Replacement Project -Thoroughbred and Schoolhouse Lift Stations (JW Fowler Co.): The project started construction in mid-January. The work is focused on the Lift Station site off Thoroughbred Lane. The contractor has completed excavation for the emergency storage facility and began excavation on the wet wells and diversion structure. The contractor began forming for the foundation and placing rebar. District staff and legal counsel continue to work with property owners to acquire four easements needed for this project. The County has approved the design to hang the sewer line off the Camino Del Rey Bridge and Moosa Creek Bridge. District staff executed Change Order 1 Value Engineering proposal 50/50 split with the contractor to utilize Jack and Bore in lieu of microtunneling. District will save a total of \$260,945 credit (\$89,142 near Arco and \$171,803 at Ostrich Farm Creek).

Wilt Road Pipeline Project (Omnis): The Design Engineer continues to work on this project. It has been delayed due to issues with attaining the survey for the project. The 60% design for the project is anticipated to be received in early April.

MAJOR DEVELOPER PROJECTS:

Bonsall Oaks (formally Polo Club): 164 SFR / 205.8 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. The Developer paid 50% of the sewer connection fees as required per the executed Sewer Agreement, which is effective for five years from the date of execution (9/16/26). The contractor pulled off-site and is waiting for materials. The Developer continues to submit plan reviews for future phases of the project. The contractor is scheduled to remobilize on 4-6-22.

Campus Park West (JPSD, LLC): Residential and Commercial development. District staff received pre-plan information and first plan check submittal on September 8, 2021. Staff provided comments to the Developer on October 7, 2021. An initial review of improvement plans was completed by District staff in February 2022. Staff is coordinating with the Developer to update the water and sewer service analysis reports for the development and provide information for the next plan submittal.

Citro (Tri Pointe) (formally Meadowood by Pardee Homes): Approximately 844 Units, 926.6 Sewer EDUs - On Pala Road/Horse Ranch Creek Road. The Board has entered into an Out of Agency Service Agreement and an Annexation Agreement with the Developer. The annexation of the development was recorded in July 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 District has entered Joint Agreements with the Developer and the County for a portion of the Development. The contractor has constructed several of the improvements however the contractor is not currently onsite. The Developer has purchased 73 meters to date.

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 (5) years from the date of execution (12/31/24). The SCIP was executed on May 12, 2021, which allows the Developer to be reimbursed from bond proceeds for water and sewer capacity fees. All water meters have been purchased for this Developer, a total of 75. The water main has been tested and accepted. The Contractor has one more section to test on the sewer main. All other sections have passed District inspections. The Developer is working on meter installs and sewer connections.

Horse Creek Ridge (D.R. Horton): 627 SFR/MF, 430 Water Meters / 723.9 Sewer EDUs – On Highway 76 and Horse Ranch Creek Road. Currently inspecting meter installs, meter releases and sewer connections. All the 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, 113 Water Meters (plus irrigation meters and 3 SF meters previously 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. All water meters have been purchased for this Development, a total of 116. The District's Senior Inspector is inspecting meter installs, meter releases and sewer connections.

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, including the provision of as-built plans.

Ocean Breeze Ranch: The District completed 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. Staff responded to requests regarding expected costs for the Developer to move forward.

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 water meters have been purchased for this Development, a total of 129. The contractor is waiting on the delivery of plug valves to complete construction of the Pressure Reducing Station.

West Lilac Farms: 28 Lots – Via Ararat/Aqueduct Road. District staff are working with the developer regarding preliminary planning efforts.

MINOR DEVELOPER PROJECTS:

Cal-A-Vie (Spa Havens) Water Main Extension on Spa Havens Way: Plans have received final approval and the Grant of Easement for the waterline improvements has been recorded.

Carefield Senior Living: District staff have completed one plan check.

Doud Waterline Extension: District staff has completed three plan checks. District is working with Developer on finalizing easements for proposed facilities.

Melanie Lane Waterline Extension (Monserate Place, LLC): District staff have completed one plan check.

Monserate Winery: The Sewer Service Agreement was approved at the March 2022 Board Meeting. The District is verifying the completion of construction and coordinating the project closeout.

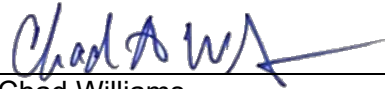
Pala Mesa Market: District staff have completed one plan check.

Walker Farm Road: District staff have completed two plan checks.

Whitman Waterline Extension: District staff are waiting on plan submittal.

OTHER:

ITEMS	NO#	ITEMS	NO#
Water Availability Letters	3	Water Meters Purchased	5
Sewer Availability Letters	2	Sewer EDUs Purchased	0
Water Commitment Letters	0	Jobs Closed:	
Sewer Commitment Letters	0		



Chad Williams
Engineering and CIP Program Manager

4/26/2022

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
						CONTRACT AMOUNT	
Title: As-Needed Land Surveying Services Firm: Johnson-Frank & Assoc. Expires: 8/29/2022* (C#18-16) *One year extension. CO-01 for \$0, No Cost Ext. BoD 6/22/21.	NON-CIP	2019-01	Closed	5/14/2019	Topography - Dentro De Lomas Road repair.	\$ 50,000.00	
	NON-CIP	2019-02	Closed	8/6/2019	Easement review - McDowell / Mead.		\$ 5,115.40
	NON-CIP	2020-03	Closed	9/19/2020	Survey & Reset Monument on Los Alisos Lane.		\$ 4,100.00
	CIP	2021-04	Closed	5/3/2021	Prepare Plat Map - Thoroughbred Lift Station		\$ 6,079.00
					Unspecified		\$ 22,403.50
						TOTALS:	\$ 50,000.00
							\$ 50,000.00
						CONTRACT AMOUNT	
Title: As-Needed Land Surveying Services Firm: KDM Meridian, Inc. Expires: 8/29/2022* (C#18-14) *One year extension. CO-01 for \$50K BoD 5/26/20, CO-02 for \$50K BoD 6/22/21.	NON-CIP	2018-01	Closed	9/11/2018	Stake easement on Morro Hills due to 20" watermain failure.	\$ 150,000.00	
	CIP	2019-02	Closed	1/9/2019	RMWD "Base Map" to perform in-house design of proposed water facilities on Via Ararat.		\$ 7,280.00
	CIP	2019-03	Cancelled	---	Assignment Cancelled - 4 PTR Plottable Easements.		\$ 5,800.00
	CIP	2019-04	Closed	4/24/2019	Stake easement on Gird Road for construction project.		\$ -
	CIP	2019-05	Closed	6/18/2019	Legal and Plat for Campbell - Via Ararat.		\$ 5,400.00
	NON-CIP	2019-06	Closed	10/24/2019	Stake easement on Via Oeste Drive and Laketree Drive.		\$ 1,195.00
	CIP	2019-07	Closed	11/8/2019	Easements for new PS on W. Lilac/Via Ararat.		\$ 10,900.00
	NON-CIP	2020-08	Closed	4/6/2020	Linda Vista Drive - Mainline Break.		\$ 4,100.00
	CIP	2020-09	Closed	4/6/2020	Gird Road - Winery easement analysis and exhibit.		\$ 5,563.00
	CIP	2020-10	Closed	9/1/2020	Additional Gird Road - Winery easement analysis and new exhibit.		\$ 7,680.00
	CIP	2020-11	Closed	11/6/2020	Easement for Hialeah PRS - Via De La Reina.		\$ 5,320.00
	NON-CIP	2020-12	Closed	12/3/2020	Stake easement - Winterhaven Court		\$ 3,990.00
	NON-CIP	2020-13	Closed	12/16/2020	Legal and Plat for Gird Road - Winery.		\$ 4,490.00
	CIP	2021-14	Open	1/29/2021	Survey & staking of easements - Rancho Amigos. Auth \$815 over. (Staff evaluating if more work may be needed.)		\$ 5,460.00
	CIP	2021-15	Closed	5/27/2021	Survey & staking of easement - Turner Pump Station. (Staff evaluating if more work may be needed.)		\$ 7,530.00
	NON-CIP	2021-16	Closed	7/22/2021	Prepare documentation to file a quit claim for Rainbow easement at Fire Station 4.		\$ 5,665.00
	NON-CIP	2021-17	Closed	7/29/2021	Bonsall Park prepare documentation for new easement and quit claim documentation for existing easement.		\$ 1,500.00
							\$ 7,240.00
							\$ 60,887.00
						TOTALS:	\$ 150,000.00
							\$ 150,000.00
						CONTRACT AMOUNT	
Title: As-Needed Land Surveying Services Firm: Right-of-Way Eng. Expires: 8/29/2022* (C#18-15) *One year extension. CO-01 for \$50K BoD 5/26/20, CO-02 for \$50K BoD 6/22/21.	NON-CIP	2019-0A	Closed	5/15/2019	Title Reports, Legals & Plats - Los Sicomoros.	\$ 150,000.00	
	NON-CIP	2019-0B	Closed	6/18/2019	Adams Property Easement - Ranger Road.		\$ 7,705.00
	CIP	2019-0C	Closed	6/30/2019	Pardee Easement - North River.		\$ 1,885.00
	NON-CIP	2019-01	Closed	6/19/2019	Easement Survey - Grove View Road.		\$ 2,875.00
	CIP	2019-02	Closed	10/3/2019	Easement Survey - Pala Mesa/Tecalote/Fire Rd/Pala Lake.		\$ 4,220.00
	CIP	2019-03	Closed	11/6/2019	Easement Survey - Moosa Creek Pump Station. Restake and reconfigure easement authorized additional \$525.		\$ 15,640.00
	CIP	2020-04	Closed	2/19/2020	Lemonwood Easement Location.		\$ 5,675.20
	CIP	2020-05	Closed	6/9/2020	Easement Survey - Hutton Pump Station.		\$ 5,370.00
	CIP	2020-06	Closed	7/30/2020	Easement Survey - Rainbow Heights Rd - Calfire Camp Site .		\$ 5,687.50
CIP	2020-07	Closed	8/26/2020	Easement Survey - RHR - Calfire Camp Site Additional Services. Cancelled.		\$ 5,756.00	
CIP	2020-08	Closed	10/19/2020	Easement Survey - OHE Rancho Del Caballo.		\$ 2,276.00	
							\$ 1,620.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
	CIP	2020-09	Closed	11/3/2020	Easement Survey - Rainbow Heights Rd. Westside - Calfire Camp Site.		\$ 11,521.00
	CIP	2021-10	Closed	1/11/2021	Topographic Survey - Rainbow Heights Road		\$ 8,820.00
	CIP	2021-11	Closed	1/19/2021	Easement Survey - Skycrest Drive.		\$ 7,710.00
	CIP	2021-12	Closed	2/4/2021	Easement Survey, Legal Desc./Plat Map - Camino Del Cielo. (Additional \$518 was approved by staff.)		\$ 5,490.00
	CIP	2021-13	Closed	2/23/2021	Easement Survey/County ROW Marking, Topo Map - Camino Del Cielo.	\$ 103,700.70	\$ 2,320.00
	CIP	2021-14	Closed	2/23/2021	Easement Survey - Skycrest Drive.		\$ 4,720.00
	CIP	2022-15	Closed	1/25/2022	Old Mission Road (LS-1) - Legal Description & Plat Map		\$ 2,940.00
	CIP	2022-16	Open	2/1/2022	River Village-Daniels Market (LS-1) - Staking Easements Centerlines/Limits (Additional \$840 was approved by staff.)		\$ 1,470.00
					Unspecified		\$ 46,299.30
					TOTALS:	\$ 150,000.00	\$ 150,000.00
	CONTRACT AMOUNT					\$ 50,000.00	
Title: As-Needed Civil Engineering Services Firm: Dudek Expires: 6/25/2022 (C# 19-16) CO-01 for (\$100K) BoD 6/22/21.	Both	2019-01	Closed	12/18/2019	PRS and other Schematic Design/Drafting Services.		\$ 10,000.00
	CIP	2020-02	Closed	8/5/2020	Design of Hutton Pump Station Site - Assignment Cancelled.		\$ 1,787.50
					Unspecified		\$ 38,212.50
					TOTALS:	\$ 50,000.00	\$ 50,000.00
	CONTRACT AMOUNT					\$ 300,000.00	
Title: As-Needed Civil Engineering Services Firm: Omnis Consulting, Inc. Expires: 7/01/2022 (C#19-17) CO-01 for \$150K BoD 6/23/20.	NON-CIP	2019-01	Closed	7/16/2019	PS&E Pavement Repair - Dentro De Lomas.		\$ 8,890.00
	CIP	2019-02	Closed	8/1/2019	Olive Hill Estates Transmission Water Main.		\$ 73,700.00
	CIP	2019-03	Closed	10/14/2019	Vista Valley Retaining Wall Design.		\$ 23,495.00
	CIP	2019-04	Closed	12/3/2019	Sarah Ann to Gird Road Force Main Replacement.		\$ 22,790.00
	CIP	2020-05	Closed	3/24/2020	Gird Road Water Main Upsize.		\$ 21,120.00
	CIP	2020-06	Closed	8/5/2020	Caltrans Encroachment Permit Renewal.		\$ 6,410.00
	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
	CIP	2021-09	Open	4/19/2021	Sarah Ann Waterline Replacement.		\$ 6,800.00
	CIP	2021-10	Closed	4/19/2021	Rainbow Water Quality Improvement Relocation Design. Amended for additional design services.		\$ 13,900.00
	CIP	2021-11	Open	6/9/2021	Wilt Road Water Pipeline Design.		\$ 45,905.00
	CIP	2021-10A	Open	10/26/2021	Rainbow Water Quality Improvement Relocation Design. Amended for additional design services.		\$ 6,290.00
	CIP	2021-12	Open	12/15/2021	Additional Services for Wilt Road Water Pipeline Design.		\$ 23,090.00
NON-CIP	2021-13	Open	2/3/2022	Rice Canyon Road - Prepare Street Improvement Plans		\$ 8,630.00	
					Unspecified		\$ 14,660.00
					TOTALS:	\$ 300,000.00	\$ 300,000.00
	CONTRACT AMOUNT					\$ 110,000.00	
Title: As-Needed Civil Engineering Services Firm: HydroScience Eng., Inc. Expires: 6/25/2022 (C#19-18) CO-01 for (\$40K) BoD 6/22/21.	CIP	2019-01	Open	12/18/2019	Live Oak Park Road Bridge Crossing.		\$ 42,020.00
	CIP	2022-02	Open	2/2/2022	Additional Services for Live Oak Park Road Bridge Crossing. Bid Support/Engineering Services during Construction.		\$ 24,290.00
					Unspecified		\$ 43,690.00
					TOTALS:	\$ 110,000.00	\$ 110,000.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
	CONTRACT AMOUNT					\$ 40,000.00	
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
	CIP	2020-02	Closed	2/19/2020	PRS Fire Road Appraisal.		\$ 7,500.00
	CIP	2021-03	Closed	4/28/2021	Hutton Pump Station Site Appraisal. (Staff authorized additional work.)		\$ 7,500.00
	CIP	2021-04	Closed	8/11/2021	Thoroughbred Lift Station Appraisal. (Four Reports)		\$ 17,500.00
CO-01 for \$20K BoD 6/22/21.	CIP	2022-05	Open	2/1/2022	S. Mission Road (LS-1) - Fair Market Appraisal		\$ 3,500.00
					Unspecified		\$ 500.00
TOTALS:						\$ 40,000.00	\$ 40,000.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
						CONTRACT AMOUNT	
Title: As-Needed Real Estate Appraisal Services Firm: ARENS Group, Inc. Expires: 6/11/22 (C# 19-20) CO-01 for \$20K BoD 6/22/21.	NON-CIP	2019-01	Closed	7/15/2019	Bonsall Reservoir Appraisal (to include rent value).	\$ 40,000.00	
							\$ 3,050.00
	CIP	2020-02	Closed	1/7/2020	Moosa Creek Pump Station Easement Appraisal.		\$ 5,350.00
	CIP	2020-03	Closed	1/7/2020	Hutton Pump Station Easement Appraisal.		\$ 3,400.00
					Unspecified		\$ 28,200.00
						TOTALS:	\$ 40,000.00
						CONTRACT AMOUNT	
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
	CIP	2021-02	Closed	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
						Unspecified	
						TOTALS:	\$ 100,000.00
						CONTRACT AMOUNT	
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
	NON-CIP	2020-02	Closed	8/6/2020	Vista Valley Villas PRS geotech observation & material testing.		\$ 10,235.00
	NON-CIP	2021-03	Open	5/6/2021	Dentro De Lomas - Geotech observation & material testing. Proj. #1		\$ 6,097.00
	CIP	2021-04	Open	2/9/2022	Rice Canyon Road Improvements geotech observation & material testing.		\$ 3,422.00
						Unspecified	
						TOTALS:	\$ 100,000.00
						CONTRACT AMOUNT	
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
						Unspecified	\$ 63,381.00
						TOTALS:	\$ 100,000.00
						CONTRACT AMOUNT	
Title: As-Needed Construction Management & Insp. Services Firm: Harris & Associates Expires: 1/28/2023 (C# 20-01) CO-01 for \$20K BoD 6/22/21.	CIP	2020-01	Closed	3/13/2020	CM Support Services for the WSUP.		\$ 100,000.00
	CIP	2020-02	Closed	4/7/2020	Constructability design review of PUP-1.		\$ 6,270.00
	NON-CIP	2020-03	Open	4/21/2020	Sewer North River Road - Emergency Repair.		\$ 11,000.00
	CIP	2020-04	Closed	9/21/2020	District Wide Inspection Services.		\$ 20,000.00
	CIP	2022-05	Open	1/6/2022	Continued District Wide Inspection Services.		\$ 20,000.00
					Unspecified		\$ 12,730.00
						TOTALS:	\$ 170,000.00
						CONTRACT AMOUNT	
Title: As-Needed Construction Management & Insp. Services Firm: Reilly Construction Mmnt. Expires: 1/28/23 (C# 20-02) CO-01 for (\$100K) BoD 6/22/21.							\$ 50,000.00
						Unspecified	\$ 50,000.00
						TOTALS:	\$ 50,000.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MARCH 2022**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	CONTRACT AMOUNT	AUTHORIZED ASSIGNMENT
						CONTRACT AMOUNT	
Title: As-Needed Environmental Services	CIP	2020-01	Closed	5/13/2020	Pipeline Upgrade Project - Disney Lane - Cultural/ Biological Evals.	\$ 325,000.00	
Firm: Helix Environmental	CIP	2020-02	Closed	5/13/2020	Pipeline Upgrade Project - Via Vera - Cultural/Biological Evals.		\$ 9,148.00
Expires: 2/25/2023 (C# 20-03)	CIP	2020-03	Closed	5/14/2020	Pipeline Upgrade Project - Hutton Pump Station - Cultural/Biological Evals.		\$ 9,155.00
CO-01 for \$110K BoD 6/22/21. CO-02 for \$115K BoD 12/7/21.	CIP	2020-04	Closed	5/14/2020	Pipeline Upgrade Project - Turner Pump Station - Cultural/Biological Evals.		\$ 13,209.00
	CIP	2020-05	Closed	7/16/2020	North River Road Sewer Points Repair - Biological Survey.		\$ 3,900.00
	CIP	2020-06	Closed	9/10/2020	Gopher Canyon Water Pipeline Impv. Project - CEQA IS/MND.		\$ 34,695.00
	CIP	2021-07	Closed	3/25/2021	Rainbow Heights Pipe Installation - Bird Survey.		\$ 5,000.00
	CIP	2021-08	Open	5/21/2021	RMWD HQ - Biological Survey & Buffer Mapping.		\$ 11,684.00
	CIP	2021-09	Open	11/16/2021	CIP General Environmental Support Services		\$ 25,000.00
	CIP	2021-10	Open	11/30/2021	Hutton & Turner Pump Stations - Cultural, Biological, Noise Reports. CEQA - IS/MND.		\$ 46,603.00
	CIP	2021-11	Open	12/8/2021	Rice Canyon Pipeline - Cultural & Tribe Monitoring		\$ 111,400.00
	CIP	2022-12	Open	1/10/2022	LS-1 Environmental Compliance		\$ 48,798.00
					Unspecified		\$ (6,801.00)
						TOTALS:	\$ 325,000.00
						\$ 325,000.00	
						CONTRACT AMOUNT	
Title: As-Needed Environmental Services	CIP	20-01	Closed	11/6/2020	Rainbow Heights Road Transmission Main Biological Survey.	\$ 85,000.00	
Firm: Rincon Consultants	NON-CIP	22-02	Open	3/3/2022	Nesting Bird Survey at Gopher, Morro and Canonta tanks, prior to tree/vegetation clearing.		\$ 3,240.00
Expires: 2/25/2023 (C# 20-04)					Unspecified		\$ 4,185.25
CO-01 for (\$15K) BoD 6/22/21.							\$ 77,574.75
						TOTALS:	\$ 85,000.00
						\$ 85,000.00	
						CONTRACT AMOUNT	
Title: As-Needed Environmental Services						\$ 85,000.00	
Firm: Michael Baker International							
Expires: 3/24/2023 (C# 20-05)							
CO-01 for (\$15K) BoD 6/22/21.					Unspecified		\$ 85,000.00
						TOTALS:	\$ 85,000.00
						\$ 85,000.00	



**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
MARCH 2022**

STATUS SUMMARY	EDUs
Total Treatment Capacity Purchased from Oceanside	8,333
Less 5% Contractual Allowance	417
EDUs Set Aside by Board for Emergencies	60
EDUs Connected	5,528 *
EDUs Unconnected/Committed	894
Total EDUs Available for Purchase:	1,436

DEVELOPMENTS WITH UNCONNECTED/COMMITTED EDUs	EDUs	CAPACITY FEES PAID/CREDIT
Bonsall Oaks (Polo Club) - 164 (SF & Other)	206	\$ 2,907,119
Citro (fka Meadowood) - 844 (SF/MF)	578	\$ 10,500,000
Passarelle (HRC Commercial)	97	\$ -
Other Development w/5 or less EDUs - (SF & Other)	13	\$ 164,833
TOTAL UNCONNECTED:	894	\$ 13,571,952

Notes:

*There is a delay between connections and new account activations.

1. Bonsall Oaks paid initial 50% of Sewer Capacity Fees. Remaining 50% due prior to issuance of building permits.
2. CITRO Annexation Agreement 4/30/20 - Sewer Capacity \$10.5M to be paid by the CFD in mid-2022. Total EDUs committed 926.6. Total EDUs processed to date 570.6 and 348.4 connected.
3. Passarelle last remaining EDUs.

BOARD OF DIRECTORS

APRIL 26, 2022

SUBJECT

HUMAN RESOURCES REPORT FOR MARCH/APRIL 2022

DESCRIPTION

Personnel changes, human resources activities, and safety report for MARCH/APRIL 2022

EVENTS:

- Employee WSUP Celebration BBQ:
 - On Thursday, March 31, we hosted an employee celebration BBQ in appreciation to all our staff members' active involvement in the completion of the WSUP project. A special thank you to Justin Demary, for all his assistance in food preparation and barbequing for the event, as well as our Board of Directors for their individual contributions to the event.

STAFF UPDATES:

- Thomas Sjuneson has officially taken over the role of Utility Line Locator following the retirement of Charles Faust, effective April 4th.
- Thomas's transition created a new job vacancy for Utility Worker in Construction. Interviews took place on March 29th, and the District is pleased to make a full-time job offer to James Vincent.
- As we've reached the completion of the WSUP project, the temporary assignment of Utility Worker 1, Paul Duenas came to end.

MARCH ANNIVERSARIES:

- 4/3/2006 JUSTIN DEMARY 16 years
- 4/3/2000 JAMES SJUNESON 22 years
- 4/8/2019 BERNARDO NUNEZ 3 years
- 4/18/2016 MICHAEL POWERS 6 years
- 4/24/2019 DENNIS MENDEZ 3 years
- 4/27/2020 FREDDY ESPINO 2 years
- 4/28/2008 CHRISTOPHER HAND 14 years

COIN AWARDS:

Coin Recognition	Employee	Department	Coin Nomination
TEAMWORK COIN AWARD	Paul Duenas	Construction	When tasked with finding a meter in the removed meter bins in the lower yard due to a billing dispute, Wayne and Paul did not hesitate to assist. There were 3 total bins to go through carefully, while ensuring the other meters were not being damaged. Without their help the tasks could have taken us twice as longer to complete.
TEAMWORK HONORABLE MENTION	Wayne Nault		

TEAMWORK	Freddy Espino Robert Gutierrez	IT OPERATIONS	During the WSUP project, Robert, Ahmed, and Freddy worked together to establish a new process that gathers data, verifies it, and then updates it into IPS. This helped tremendously in reducing the amount of CKBILLS being generated. This implementation required open communication between IT and the Meters team. It also required analyzing tons of data, including meter & MIU #'s, reads, locations, addresses, meter sizes, meter type, pictures, etc.. The Meters Team has built a great relationship with the IT Team and are extremely grateful.
HONORABLE MENTION	Ahmed Khattab	Construction IT	

RISK MANAGEMENT:

Incidents

There were no lost time or modified duty due to a work-related incident.

Safety Training

Vector Solutions online training: 19 completions for the March training period 2022.

Future planning to increase safety awareness throughout the district to include:

- Hazard Mitigation Planning
- Trench Rescue Training March 28
- CUPA Environmental Training

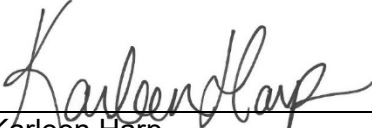
ACWA JPIA Insurance Review completed District received very favorable comments from assessors

Claims in Progress/Completed

- Oswalt Claim- Tree fell on his vehicle

Tailgate/ Office Safety Trainings

Fall Protection equipment inspection


 Karleen Harp
 Human Resources Manager

04/26/2022

BOARD OF DIRECTORS

April 26, 2022

SUBJECT

FINANCE REPORT FOR APRIL 2022

DESCRIPTION

Summary:

Water Sales:

Budgeted 13,500 AF

Actual February FYTD 21/22 10,103 AF

Actual February FYTD 20/21 11,554 AF

Actual February FYTD 19/20 10,069 AF

Actual February FYTD 18/19 10,960 AF

February FYTD 2021/2022 Budget vs Actual:

For FY 2021/22 (FY22), 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, with operating expenses being budgeted within this lower operating revenue level as well. FY 21 sales were 16,246 AF, adjusted for sales made per day within the FY.

Fund Balance Projections:

Operating Fund Balances have been adjusted to comply with the Board Cash Reserve Policy 5.03.220. The Rate Stabilization Fund is being funded over a five-year period to be fully funded to the board approved level by FY26.

The New Water Sources Reserve Fund, established by the RMWD Board, sets aside funds to study and acquire alternate water sources for the purpose of reducing the District's reliance on imported water. The reserve is funded by the Water Service portion of the Standby Charge collected by the San Diego County Tax Collector from all parcels within the district. It reflects 38.1% of the revenue received from property tax revenues.

Capital Fund Balances have been updated to reflect the proposed mid-year budget adjustments for Water and Wastewater. The Water Capital Fund reflects a higher available balance than was presented during the FY22 budget planning process due to the operational costs that were charged to the WSUP project.

The Wholesale Water Efficiency project budgets are being presented under separate cover to the board for budget approval but are included here in their planning phase.

Treasury Report:

Interest Revenue for February 2022 was \$9,449 compared to \$7,011 for the prior month. Loss from assets sales was \$0 compared to loss of \$0 for the prior month. Investment valuation was down by \$81,530 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 (grey line). FY22 Purchases for the first six months are below FY 21 but above the budgeted purchases that would support 13,500 AF in sales.

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 (FEB FYTD22)
- B. Fund Balance & Developer Projections (FY22)
- C. Treasury Report (FEB FY22)
- D. Five-Year Water Purchases Demand Chart (through 04/04/2022)
- E. Water Sales Summary (FEB FY22)
- F. Check Register (FEB FY22)
- G. Directors' Expense Report (FEB FY22)
- H. Credit Card Breakdown (FEB FY22)
- I. RMWD Properties


Tracy Largent, CPA
Finance Manager

April 26, 2022

Statement of Revenues & Expenses Budget vs. Actual

Operating Funds (Water, Wastewater, & General Funds)

February 28, 2022



Positive = Over Budget

Negative = Under Budget

	FY 21/22 YTD Revenues/Expenditures	FY 21/22 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 21/22 Annual Operating Budget	Notes
Operating :						
41110-Water Sales-SF, MF, CM, IS	6,576,479	6,416,462	160,018	2%	9,624,692	
41112-Sewer Charges-Established Acct	1,809,143	2,503,103	-693,961	-28%	3,754,655	
42120-Monthly O & M Charges	6,149,986	6,899,664	-749,679	-11%	10,349,497	
42121-Monthly O&M Charges - CWA	3,431,127	3,495,274	-64,147	-2%	5,242,912	
43101-Operating Inc Turn On/Off Fees	0	3,333	-3,333	-100%	5,000	
43106-Operating Inc-Sewer Letter Fee	700	667	33	5%	1,000	
41120-Water Sales-Ag-Dom Non Cert	2,199,425	718,762	1,480,663	206%	1,078,144	
41160-Water Sales-Ag. Non Discount	3,295,931	2,641,236	654,695	25%	3,961,854	
41170-Water Sales-Construction	279,669	52,867	226,802	429%	79,300	
41180-Water Sales - Tsawr Com	2,145,586	2,526,792	-381,207	-15%	3,790,189	
41190-Water Sales-Sawr Ag/Dom	2,547,555	3,469,398	-921,843	-27%	5,204,097	
42130-Readiness-To-Serve Rev Id#1	181,968	196,753	-14,786	-8%	295,130	
42140-Pumping Charges	452,544	405,541	47,003	12%	608,312	
-Water Sales	29,070,114	29,329,854	-259,740	-1%	43,994,781	
43102-Operating Inc Penalty/Int Chgs	131,790	333,333	-201,543	-60%	500,000	
43104-Operating Inc. R.P. Charges	170,347	163,777	6,570	4%	245,665	
43108-Operating Inc Plan Check Rev.	1,860	70,000	-68,140	-97%	105,000	
43110-Operating Inc Inspections	1,088	13,333	-12,245	-92%	20,000	
43111-Operating Inc Install Fees Hyd	2,990	1,333	1,657	124%	2,000	
43114-Operating Inc-Miscellaneous	4,550	4,667	-116	-2%	7,000	
43116-New Meter Sales/Install Parts	17,450	26,667	-9,217	-35%	40,000	
43117-Notice Delivery Revenue	-126	3,333	-3,459	-104%	5,000	
-Other Operating Revenue	329,950	616,443	-286,493	-46%	924,665	
42200-Overhead Trs From Water Sewer	3,906,384	5,208,512	-1,302,128	-25%	7,812,768	
-Transfers from Water & Waste Water	3,906,384	5,208,512	-1,302,128	-25%	7,812,768	
REVENUE-Operating Revenue	33,306,449	35,154,810	-1,848,361	-5%	52,732,214	

Positive = Over Budget

Negative = Under Budget

	FY 21/22 YTD Revenues/Expenditures	FY 21/22 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 21/22 Annual Operating Budget	Notes
50001-Water Purchases	14,020,342	12,611,972	1,408,370	11%	18,917,958	Seasonal
50003-Water In Storage	-364,402	-	-364,402		-	
50005-Ready To Serve Charge	293,237	311,204	-17,967	-6%	466,806	FC estimate for budget
50006-Infrastructure Access Charge	498,948	500,696	-1,748	0%	751,044	FC estimate for budget
50008-Ag Credit-Sawr	-344,871	-803,246	458,375	-57%	-1,204,869	
50010-Customer Service Charge	713,511	710,640	2,871	0%	1,065,960	
50011-Capacity Reservation Charge	301,812	307,652	-5,840	-2%	461,478	FC estimate for budget
50012-Emergency Storage Charge	1,025,453	1,030,476	-5,024	0%	1,545,714	FC estimate for budget
50013-Supply Reliability Charge	648,281	654,524	-6,243	-1%	981,786	FC estimate for budget
-Cost of Purchased Water Sold	16,792,311	15,323,918	1,468,392	10%	22,985,877	
56101-Regular Salaries	3,406,661	3,497,310	-90,649	-3%	5,245,965	
56103-Overtime Paid Comptime Earn.	324,855	265,333	59,522	22%	398,000	
56202-Director's Compensation	9,900	9,333	567	6%	14,000	
56518-Duty Pay	37,488	41,288	-3,800	-9%	61,932	
56520-Deferred Comp-Employer Contrib	94,612	89,670	4,942	6%	134,505	
-Salary & Labor Expenses	3,873,516	3,902,934	-29,419	-1%	5,854,402	
56501-Employer's Share FICA SSI	208,751	203,956	4,795	2%	305,934	
56502-Employer's Share Medicare	54,516	51,216	3,300	6%	76,824	
56515-Worker's Compensation Ins	211,418	106,004	105,415	99%	159,006	
56516-State Unemployment Ins E.T.T.	15,024	8,163	6,861	84%	12,245	
-Taxes	489,709	369,339	120,370	33%	554,009	
56503-Medical Insurance	652,420	607,778	44,642	7%	911,667	
56504-Dental Insurance	52,031	54,300	-2,269	-4%	81,450	
56505-Vision Insurance	8,176	7,603	573	8%	11,405	
56506-Life S/T L/T Disability Ins	36,204	35,608	596	2%	53,412	
56507-Retirement-CalPERS	346,568	350,592	-4,023	-1%	525,888	
56511-Employee Uniform Allowance	18,263	16,182	2,081	13%	24,273	
56512-Employee Training/Tuition Reim	19,913	14,400	5,513	38%	21,600	
56513-Employee Relations	6,039	10,847	-4,807	-44%	16,270	
56524-Other Post Employment Benefits	13,377	-	-		-	
56530-Gasb 68 Pension	644,806	286,667	358,139	125%	430,000	Entire Year Paid in July
-Fringe Benefits	1,797,798	1,383,977	413,821	30%	2,075,965	
52176-Overhead Transfer To Gen Fund	3,906,384	5,208,512	-1,302,128	-25%	7,812,768	
-Transfers	3,906,384.00	5,208,512	-1,302,128	-25%	7,812,768	

Positive = Over Budget

Negative = Under Budget

	FY 21/22 YTD Revenues/Expenditures	FY 21/22 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 21/22 Annual Operating Budget	Notes
60000-Equipment	20,762	43,000	-22,238	-52%	64,500	
60100-Computers	176,356	67,000	109,356	163%	100,500	
63100-Equipment Maintenance	65,136	106,467	-41,331	-39%	159,700	
63102-Equipment Maintenance Contract	5,174	21,150	-15,976	-76%	31,725	
63200-Equipment Rental	36,259	64,667	-28,408	-44%	97,000	
63400-Kitchen Supplies	9,773	9,333	440	5%	14,000	
63401-Building Maintenance	77,320	86,467	-9,147	-11%	129,700	
63404-Backflow Expenses	51,675	95,333	-43,658	-46%	143,000	
63421-Fuel And Oil	124,439	100,000	24,439	24%	150,000	
63422-Repair Supplies Auto	68,266	46,667	21,599	46%	70,000	
65000-Property/Liability Insurance	487,114	316,667	170,447	54%	475,000	Entire Year Paid in July
65100-District Paid Insurance Claims	13,892	113,333	-99,442	-88%	170,000	
65200-Miscellaneous Expense	1	0	1	0%	0	
69000-Postage	18,248	31,000	-12,752	-41%	46,500	
70000-Professional Services	507,700	711,467	-203,767	-29%	1,067,200	
70100-Annual Audit Services	21,780	23,333	-1,553	-7%	35,000	
70300-Legal Services	315,423	343,333	-27,910	-8%	515,000	
70400-Bank Service Charges	41,318	40,000	1,318	3%	60,000	
72000-Supplies & Services	1,569,583	988,200	581,383	59%	1,482,300	
72001-Right Of Way Expenses	81,679	133,333	-51,654	-39%	200,000	
72010-Tank Maintenance	656,353	669,333	-12,980	-2%	1,004,000	
72150-Regulatory Permits	49,952	44,400	5,552	13%	66,600	
72200-Books & Resources	0	1,733	-1,733	-100%	2,600	
72400-Dues & Subscriptions	367,078	385,269	-18,191	-5%	577,903	
72500-Safety Supplies	42,596	40,333	2,262	6%	60,500	
72600-Sewer Line Cleaning	118,828	26,667	92,162	346%	40,000	
72700-Printing & Reproductions	2,676	4,833	-2,158	-45%	7,250	
72702-Public Notices & Advertising	273	1,167	-894	-77%	1,750	
72900-Stationary & Office Supplies	2,630	3,333	-703	-21%	5,000	
73000-Small Tools & Equipment	24,681	41,867	-17,186	-41%	62,800	
74000-Communicatons & Phone Bills	8,086	8,667	-580	-7%	13,000	
74100-Phone Bill	62,148	60,000	2,148	4%	90,000	
75300-Travel, Conferences & Training	21,377	57,180	-35,803	-63%	85,770	
75400-Workforce Development	5,592	32,200	-26,608	-83%	48,300	

Positive = Over Budget

Negative = Under Budget

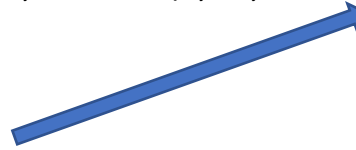
	FY 21/22 YTD Revenues/Expenditures	FY 21/22 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 21/22 Annual Operating Budget	Notes
75500-Recruitment	13,316	10,667	2,649	25%	16,000	
77000-Sewage Treat.-Oceanside Plant	1,813,705	828,139	985,566	119%	1,242,209	
78000-Utilities - Electricity	561,450	391,667	169,783	43%	587,500	
78300-Hazardous Waster Material Disposal	0	6,667	-6,667	-100%	10,000	
78700-Utilities - Propane	4,825	10,000	-5,175	-52%	15,000	
78900-Trash Pick-Up	11,396	6,667	4,729	71%	10,000	
-Other Operating Expenses	7,458,859	5,971,538	1,487,321	25%	8,957,307	
EXPENSE-Operating Expense	34,318,576	32,160,218	2,158,358	7%	48,240,328	
Operating Revenue (Expenses)	-1,012,128	2,994,591	-4,006,719	-134%	4,491,887	
Non Operating :						
49301-Property Tax Rev. - Ad Valorem	431,780	336,667	95,114	28%	505,000	
-Property Tax Revenue	431,780	336,667	95,114	28%	505,000	
49200-Interest Revenues	91,279	-	91,278.75			
49203 - Change in Investment Valuation	-290,906	-	(290,906.05)			
-Investment Income	-199,627	-	(199,627.30)			
49050-Revenue Billing Adjustments	-981,631	-	-981,631		-	
49102-Non Oper Inc - NSF Check Fees	0	2,000	-2,000	-100%	3,000	
49107-Recycling Revenue	21,059	5,333	15,725	295%	8,000	
49108-Non Oper Inc-Rents And Leases	1,683	-	1,683			
49109-Miscellaneous Revenue	979,343	116,667	862,676	739%	175,000	
49110 - Gain/Loss from Sale of Assets	-17,638	0	-17,638			
49114-Misc Revenue - Eng. Services	5,800	3,333	2,467	74%	5,000	
49201-Grant Revenue	1,002,381	-	1,002,380.89			
57050-Expense Billing Adjustments	-	-	-		-	
57525-Loan Costs	-	-	-			
-Other Nonoperating Revenue/Expense	1,010,996	127,333	883,663	694%	191,000	
-Non Operating Revenue (Expenses)	1,243,149	464,000	779,149	168%	696,000	
Debt Service		1,583,218	-1,583,218	-100%	2,374,827	
Current Year Net Revenue Less Expense*	\$ 231,021				\$ 2,813,060	

*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	\$2,155,921	\$604,192	\$1,415,445	\$811,176	\$1,539,015	\$829,804	\$7,355,553
Transfer to Water Capital	(2,416,115)						(2,416,115)
Transfer to/from Rate Stabilization							0
Lawsuit Proceeds-Water Supplier	908,191						
Budgeted Operating Surplus (Loss)	2,595,557	195,502	8,492,768			(2,374,827)	8,909,000
Transfers In/(Out)			(8,492,768)			2,374,827	(6,117,941)
Projected Ending Available Balance	\$3,243,554	\$799,694	\$1,415,445	\$811,176	\$1,539,015	\$829,804	\$8,638,688

Completely Funded by FY25 & FY26



Water Capital - Fund 60 Projected Balance

	Year 1 <i>Adjusted Budget</i> FY 21/22	Year 2 <i>Adopted Budget</i> FY 22/23	Year 3 <i>Adopted Budget</i> FY 23/24	Year 4 <i>Adopted Budget</i> FY 24/25	Year 5 <i>Adopted Budget</i> FY 25/26
Fund Balances:					
Beginning Available Balance*	\$8,555,327	\$5,095,506	\$5,340,122	\$3,130,054	\$4,577,716
Interfund Loan from Sewer**					
Transfer from Operating Reserves	2,416,115	5,783,725	2,892,536	2,535,388	5,619,379
Transfer from WSUP***					
Forecasted Capacity Fees	1,085,876	1,485,266	1,177,396	5,037,275	5,037,275
Total Available Funding	12,057,318	12,364,497	9,410,054	10,702,716	15,234,370
Less Proposed Capital Project Budgets-Water	(6,961,812)	(7,024,375)	(6,280,000)	(6,125,000)	(6,600,000)
Projected Ending Available Balance	\$5,095,506	\$5,340,122	\$3,130,054	\$4,577,716	\$8,634,370

*Beginning balances are higher than expected due to higher sales, improved water loss, operational salaries/benefits being charged to WSUP, and year-end Wastewater fund true-up

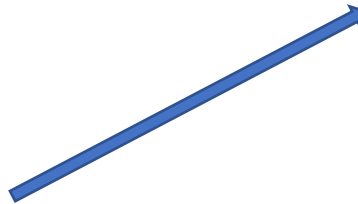
**Interfund Loan from Wastewater to Water not necessary.

***WSUP Transfer not necessary.

****Budget for Year 2 increased by \$1,825,000.

Target Balance

Minimum (1 year of 5-year average CIP)	\$	6,598,237
Ideal Target (2 year of 5-year average CIP)	\$	13,196,475



Water Capital Project Budgets:		Year-to-Date	Original	Adopted	Board Action	Total Budget	Remaining	Proposed	Mid-	Year 1	Year 2	Year 3	Year 4	Year 5
		Expended 12/31/2021	Proposed Budget	Budget @80%	Budget Increases		Budget	Budget	Year Budget Adjustments	Adjusted Budget	Planned Budget	Planned Budget	Planned Budget	Planned Budget
#	Project	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
300007	Programatic EIR for Existing Easements**	\$ 84,732	\$ 75,000	\$ 60,000	\$ 65,140	\$ 125,140	40,408	\$ 77,625		202,765	\$ 50,000			
300008	New District Headquarters	36,203	150,000	120,000		120,000	83,797	(45,000)		75,000	450,000	2,000,000		
600001	Rainbow Heights PS (#1) Upgrades/Recon*	954,741			1,050,000	1,050,000	95,259	523,672		1,573,672				
600002	Gird to Monserate Hill Water Line	-										140,000	1,400,000	
600003	San Luis Rey Imported Return Flow Recovery	9,894					(9,894)	200,000		200,000	600,000			600,000
600007	Pressure Reducing Stations	51,487	500,000	400,000		400,000	348,513	(250,000)		150,000	150,000	500,000	150,000	500,000
600009	Isolation Valve Installation Program	-	50,000	40,000		40,000	40,000	460,000		500,000	100,000	500,000	500,000	500,000
600015	Water Condition Assessment	744					(744)						50,000	
600017	Pressure Reducing Station Replacement Program (Combined with 60007)	281					(281)							
600019	Water System Monitoring Program	116,519	184,375	147,500		147,500	30,981	36,875		184,375	184,375	25,000		
600021	Pipeline Upgrade Project	-												
600026	Camino Del Rey Waterline Reloaction	142	100,000	80,000		80,000	79,858	(55,000)		25,000	25,000	25,000		
600030	Corrosion Prevention Program Development and Implementation****	6,058	250,000	200,000	380,000	580,000	573,942	58,000		638,000	600,000	600,000	600,000	600,000
600034	Rice Canyon Tank Transmission PL to I-15/SR76 Corridor***	30,797	3,375,000	2,700,000	115,000	2,815,000	2,784,203	(115,000)		2,700,000	2,700,000			
600035	Morro Mixing	34,421					(34,421)	123,000		123,000				
600037	Live Oak Park Road Bridge Replacement	1,523	600,000	480,000		480,000	478,477	(430,000)		50,000	550,000			
600040	Vallecitos PS Relocation	124					(124)					500,000	1,400,000	200,000
600041	Gird Road Water Improvements (PUP)													
600043	Eagles Perch Water Pipeline Improvements (PUP)													
600047	Community Power Resiliency Generator Grant (Generator at Sumac)	7,252	50,000	40,000		40,000	32,748	10,000		50,000	50,000			
600048	Northside Zone Supply Redundancy	-												150,000
600049	Gomez/Magee Pump Station Upgrades and Sumac Radio Tower	-	500,000	400,000		400,000	400,000	(400,000)		-	650,000	400,000		
600050	Lookout Mountain Electrical Upgrade	-											1,000,000	1,000,000
600051	North Feeder and Rainbow Hills Water Line Replacements	-											150,000	1,850,000
600055	Pipe Lining Pilot Project	123	-	-			(123)							
600058	Electrical Panel Switches	-	160,000	128,000		128,000	128,000	(48,000)		80,000	80,000	90,000		
600062	Tecalote Drive Water Main Replacement (PUP)	-												
600067	Pala Mesa Fairways 383 A and C	-											250,000	
600068	Sarah Ann Drive Line 400 A	-	100,000	80,000		80,000	80,000	(50,000)		30,000	35,000	1,500,000		
600069	Wilt Road (1331)	-												150,000
600070	Katie Lendre Drive Line (PUP)	-											250,000	
600071	Del Rio Estates Line Ext 503	-											250,000	
600072	East Heights Line 147L	-												150,000
600073	East Heights Line 147A	-												250,000
600074	Via Zara - PUP	-											125,000	250,000
600075	Roy Line Ext	-												250,000
600077	Rainbow Water Quality Improvement	15,710	950,000	760,000		760,000	744,290	(610,000)		150,000	800,000			
600080	Los Alisos South 243	-												150,000
600081	Heli-Hydrant on Tank	114,455	149,728	119,782		119,782	5,327	110,218		230,000				
N/A	Department Level Capital Expenses	-	483,000	386,400		386,400	386,400			386,400				
Total		\$ 1,465,206	\$ 7,194,103	\$ 5,755,282	\$ 1,610,140	\$ 7,365,422	\$ 5,900,216	\$ (403,610)		\$ 6,961,812	\$ 7,024,375	\$ 6,280,000	\$ 6,125,000	\$ 6,600,000

*Budget for Year 1 increased by \$1,050,000 per September 2021 Board Action.

0

**Budget for Year 1 increased by \$65,140 per December 2021 Board Action.

***Budget for Year 1 increased by \$115,000 per December 2021 Board Action.

****Budget for Year 1 increased by \$380,000 per December 2021 Board Action.

Wholesale Water Efficiency Capital Project Budgets:

Project #	Project Name	Year-to-Date	Year 1	Year 2	Year 3	Year 4	Year 5
		Expended 12/31/2021 FY 21/22	Proposed Budget FY 21/22	Planned Budget FY 22/23	Planned Budget FY 23/24	Planned Budget FY 24/25	Planned Budget FY 25/26
600008	Weese WTP Permanent Emergency Interconnect Pump Station	\$ -	\$ 25,000	\$ 825,000	\$ 475,000		
600013	Hutton & Turner Pump Stations (SDCWA Shutdowns)	88,421	500,000	4,850,000			
	Morro Pump Station		50,000	650,000	825,000		
600029	Via Ararat Drive Waterline Project	-					
600031	Olive Hill Estates Transmission Line Reconnection	-					
600035	Tank and Reservoir Mixing Upgrades	34,421					
600038	Blue Breton Water System Looping Project	-					
600078	Wilt Road Feeder (18 inch Water Line)	34,993	134,000	916,000			
600079	Gird Road 1,600' upsize from 12" to 18" or larger	-	50,000	400,000			
Total		\$157,835	\$759,000	\$7,641,000	\$1,300,000	\$0	\$0
Budgeted		-	-	-	-	-	-
Potential Financing		\$157,835	\$759,000	\$7,641,000	\$1,300,000	\$0	\$0

Wastewater - Fund 52 & 53 Projected Fund Balance

	Year 1	Year 2	Year 3	Year 4	Year 5
Fund Balances:	<i>Adjusted</i>	<i>Planned</i>	<i>Planned</i>	<i>Planned</i>	<i>Planned</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
Beginning Available Balance*	\$6,430,455	\$5,466,297	\$3,945,565	\$2,437,943	\$6,157,410
Restricted CFD Funds (Citro)	5,000,000	5,000,000			
Interfund Loan**					
Transfer from Operating Reserves	500,000	500,000	500,000	500,000	500,000
Forecasted Sewer Connections	717,601	254,268	42,378	4,469,466	4,469,466
Less: Capital Project Budgets 100%	(7,181,759)	(7,275,000)	(2,050,000)	(1,250,000)	0
Projected Ending Available Balance	\$5,466,297	\$3,945,565	\$2,437,943	\$6,157,410	\$11,126,876

*Beginning balances are lower than expected due to year-end Wastewater fund true-ups.

**Interfund Loan from Wastewater to Water not necessary.

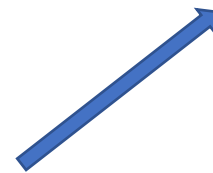
Target Balance

Minimum (1 year of 5-year average CIP)

\$ 3,551,352

Ideal Target (2 year of 5-year average CIP)

\$ 7,102,703



Wastewater Capital Project Budgets:

Project #	Project Name	Year-to-Date Expended 12/31/2021	Adopted Budget FY 21/22	Remaining Budget FY 21/22	Proposed Year Budget Adjustments FY 21/22	Mid-Year Budget Adjustments FY 21/22	Year 1 Adjusted Budget FY 21/22	Year 2 Planned Budget FY 22/23	Year 3 Planned Budget FY 23/24	Year 4 Planned Budget FY 24/25	Year 5 Planned Budget FY 25/26
530001	Thoroughbred Lane Lift Station and Pipeline Repair (LS1 Replacement)	\$ 271,830	\$ 8,000,000	\$ 7,728,170	\$ (1,500,000)		\$ 6,500,000	\$ 7,000,000	\$ 250,000	\$ 250,000	\$ -
530006	Sewer System Rehabilitation Program	-	30,000	30,000			30,000				
530015	Sewer System Condition Assessment Program	-		-			-				
530017	N River Road Land Outfall Rehabilitation (Operations Project)	165,729	\$250,000	84,271	286,759		536,759				
530018	Fallbrook Oaks Forcemain and Manhole Replacement	-		-			-	\$150,000	\$1,650,000		
530019	CIPP 500' of line 8" VCP line near Pala Mesa/Palomar	-		-	50,000		50,000				
530020	Rancho Viejo LS Wet Well Expansion	-	100,000	100,000	(100,000)		-		150,000	1,000,000	
530021	Almendra Court, I-15 Crossing Sewer Rehabilitation	-		-			-				
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	-	65,000	65,000			65,000				
N/A	City of Oceanside WW Plant	-		-			-				
Total		\$ 437,559	\$ 8,445,000	\$ 8,007,441	\$ (1,263,242)		\$ 7,181,759	\$ 7,275,000	\$ 2,050,000	\$ 1,250,000	\$ -

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	430	25					25	34407	1	Completed/not yet board accepted
Richmond American Homes/Horse Ridge Creek	113						0			Completed/not yet board accepted
Campus Park West						9	9			
Four Star/Fairview (FKA Lilac Del Cielo)	75	51	24				75	2247	1	Recent Activity
Cal West/Golf Green Estates/SL Rey	97	28					28	5475		Completed/not yet board accepted
Beazer/Pala Mesa Highlands	129	25					25	10089	1	Completed/not yet board accepted
Bonsall Oaks/Polo Club						154	154	21531	3	
Ocean Breeze (Vessels)						396	396			
Rancho Viejo Phase 3						47	47			
Campus Park West						291	291			
Tripoint(FKA Parde)/Citro(FKA Meadowood)*		17	82	121	104	53	377		1	In Progress
Single Service Laterals		5	5	5	5	5	25			See Notes**
TOTAL WATER METERS	844.0	151	111	126	109	955	1,452			

Revenue Projections

Meter Size (in)	Revenue Per Meter (Existing)	Anticipated Sales					
		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+	Total
5/8	6,241	51	24			330	405
3/4	10,401	90	82	117	102	597	988
1	16,642	6	5	7	7	21	46
1 1/2	27,043			1			1
2	62,406						-
3	124,812	2		1			3
4	208,020	2				7	9
Total		151	111	126	109	955	1,452
Total Revenue		\$2,019,897	\$1,085,876	\$1,485,266	\$1,177,396	\$10,074,549	\$15,842,984
Estimated Fee credits from CFD Reimbursement			(\$1,164,912)	(\$1,402,056)	(\$162,242)		(\$2,729,210)
Total Cash Revenue from Developer		\$2,019,897	(\$79,036)	\$83,210	\$1,015,154	\$10,074,549	\$13,113,774

\$2,575,304
1,560,150

Notes:

*Actual amount will vary depending on final agreements.

**Average from last 10 years.

Rainbow MWD Developer Projections - Sewer

Installations

Development Name (Active) (Inactive)	Purchased (EDUs)	Anticipated Sales (EDUs)							Sewer LF	IS	Timing
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+	Total			
DR Horton/Horse Ridge Creek	723							0	29916	1	Completed/not yet board
Richmond American Homes/Horse Ridge Creek	169.5							0			Completed/not yet board
Campus Park West								9	9		
Four Star/Fairview (FKA Lilac Del Cielo)	77.8		7.5	31.4				39	1382		Recent
Cal West/Golf Green Estates/SL Rey	120.3		25.8					26	4318		Completed/not yet board
Beazer/Pala Mesa Highlands	160.18		35.7					36	11501		Completed/not yet board
Bonsall Oaks/Polo Club	102.9			6.4				89.8	21027		Recent
Ocean Breeze (Vessels)								479	479		Recent
Rancho Viejo Phase 3								47	47		Recent
Monserate Winery				10	15				25		
Campus Park West								5	5		
Tripoint(FKA Parde)/Citro(FKA Meadowood)*	368.4			422	422				844		
Misc. SFR	1.2		3	3	3		3	3	15		
TOTAL EDUs	1,723.28	-	72	473	440	3	633	1621			

Revenue Projections

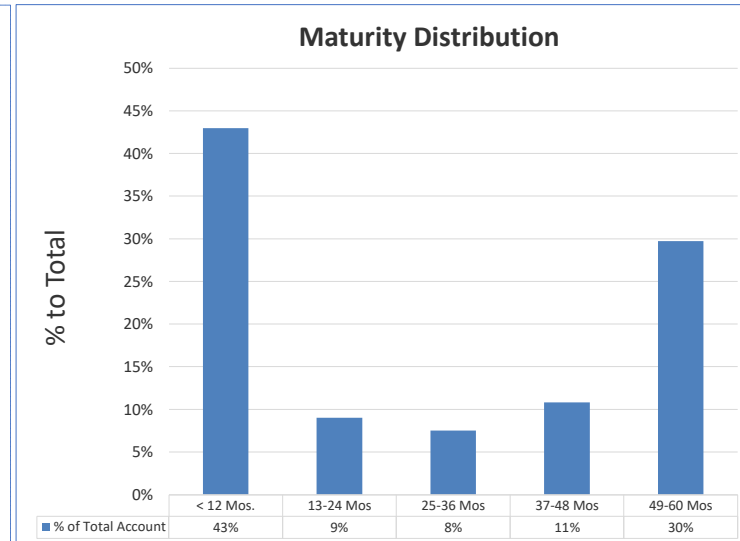
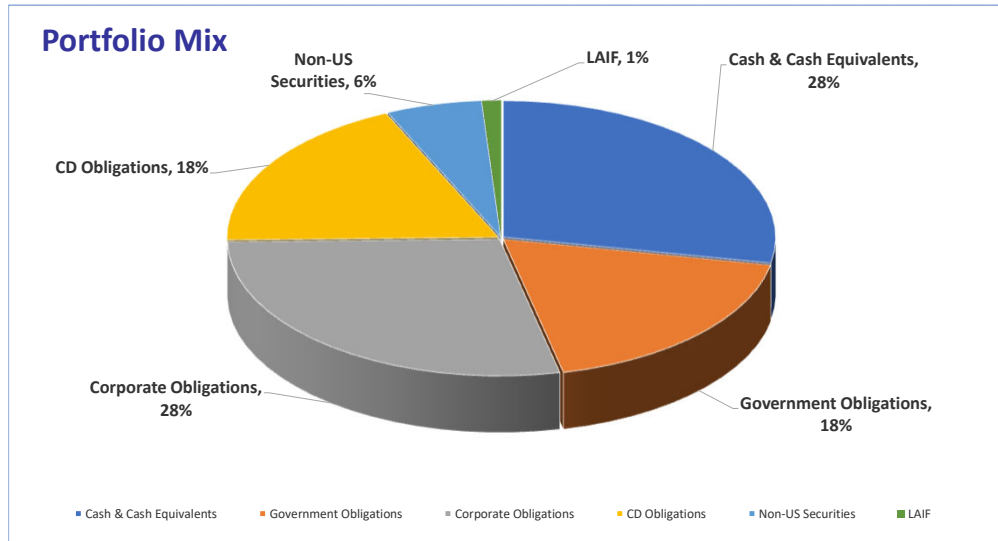
		Purchased (EDUs)	Anticipated Sales						
			FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+	Total
Existing Fee	\$ 14,126	1,723.28		72	473	440	3	633	1,621
Meadowwood									
Total			-	72	473	440	3	633	1,621
Total Revenue			\$0	\$1,017,072	\$717,601	\$254,268	\$42,378	\$8,938,933	\$10,970,252 **

Notes:
*Actual amount will vary depending on final agreements. \$10,500,000 will be paid from CFD.

RAINBOW MUNICIPAL WATER DISTRICT
 TREASURER'S MONTHLY REPORT OF INVESTMENTS
 PORTFOLIO SUMMARY
 2/28/2022



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	First American Government Trust	31846V567			\$ 51,906	\$ 51,906					0	11508
	Willimington Trust	CSCDA 2017-01			\$ 50,000	\$ 50,000					0	10301
Money Market Funds	Zions Bank	7326251D			\$ 629,328	\$ 629,328		2.090%			0	10310
Money Market Funds	Zions Bank	7326250			\$ 1,329,943	\$ 1,329,943		2.060%			0	10311
Money Market Funds	Zions Bank	7326251E			\$ 1,642,742	\$ 1,642,742		2.090%			0	10309
Total Cash & Cash Equivalents					\$ -	\$ 3,703,918	\$ 3,703,918					
Non-Callable	FEDERAL FARM CR BKS	3133EHRU9	Aaa	07/19/22	\$ 200,000	\$ 200,938	\$ 201,106	1.900%	1.800%	\$ 1,909	141	11508
Non-Callable	FEDERAL HOME LOAN BKS	3130AP7B5		09/30/26	\$ 800,000	\$ 800,000	\$ 777,736	0.500%	0.500%	\$ 2,000	1675	11508
Non-Callable	FEDERAL HOME LOAN BKS	3130APAM7		10/14/26	\$ 1,000,000	\$ 995,000	\$ 960,870	0.900%	0.900%	\$ 4,478	1689	11508
Non-Callable	FEDERAL HOME LOAN BKS	3130AQF40		12/20/24	\$ 500,000	\$ 499,710	\$ 491,395	1.000%	1.000%	\$ 2,499	1026	11508
Total Government Obligations					\$ 2,500,000	\$ 2,495,648	\$ 2,431,107					
Callable 9/10/25	AMERICAN HOND FIN CORP MTN	02665WDN8		09/10/25	\$ 500,000	\$ 506,050	\$ 479,135	1.000%	1.300%	\$ 2,500	1290	11508
Stepped 1/26/26	BANK OF AMERICA	06048WK82		01/26/26	\$ 500,000	\$ 498,500	\$ 469,230	0.610%	0.610%	\$ 1,525	1428	11508
Callable 9/30/23	CITIGROUP INC	17298CKE7	A3	09/30/23	\$ 1,000,000	\$ 1,000,000	\$ 943,970	1.000%	1.000%	\$ 5,000	579	11508
Callable 05/28/26	JPMORGAN CHASE & CO	48128G3N8		05/28/26	\$ 1,000,000	\$ 1,000,000	\$ 957,330	1.200%	1.200%	\$ 6,000	1550	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 308,000	\$ 315,377	\$ 308,000	3.150%	1.900%	\$ 4,967	32	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 290,400	\$ 297,355	\$ 290,400	3.150%	1.900%	\$ 4,683	32	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 281,600	\$ 288,344	\$ 281,600	3.150%	1.900%	\$ 4,541	32	11508
Total Corporate Issues					\$ 3,880,000	\$ 3,905,626	\$ 3,729,665					
FDIC Ins. CD	BMW BANK NORTH AMER	05580AMB7		03/29/23	\$ 240,000	\$ 240,000	\$ 244,954	2.860%	2.900%	\$ 3,432	394	11508
FDIC Ins. CD	FLAGSTAR BK FSB TROY MICH	33847E2K2		06/13/22	\$ 245,000	\$ 246,749	\$ 246,561	2.440%	2.200%	\$ 3,010	105	11508
FDIC Ins. CD	GOLDMAN SACHS BK USA NY	38148PKT3		06/14/22	\$ 245,000	\$ 245,000	\$ 246,502	2.340%	2.350%	\$ 2,867	106	11508
FDIC Ins. CD	JPMORGAN CHASE BK NA COLUMBU	48128UHS1		07/31/25	\$ 249,000	\$ 249,000	\$ 238,540	0.550%	0.550%	\$ 685	1249	11508
FDIC Ins. CD	MERRICK BK SOUTH JORDAN UTAH	59013KBV7		07/31/24	\$ 249,000	\$ 249,000	\$ 252,215	2.200%	2.200%	\$ 2,739	884	11508
FDIC Ins. CD	MORGAN STANLEY	61747MF63		01/11/23	\$ 246,000	\$ 246,000	\$ 250,020	2.630%	2.650%	\$ 3,235	317	11508
CD	MORGAN STANLEY PVT BK PURCHA	61760AL49		06/24/24	\$ 245,000	\$ 245,000	\$ 248,447	2.290%	2.250%	\$ 2,805	847	11508
FDIC Ins. CD	STATE BK INDIA CHICAGO ILL	856283N69		06/26/25	\$ 248,000	\$ 252,166	\$ 239,062	0.950%	0.940%	\$ 1,198	1214	11508
CD	SYNCHRONY BANK	87165HE89		10/08/26	\$ 248,000	\$ 248,000	\$ 237,492	0.950%	0.950%	\$ 1,178	1683	11508
CD	UNION BK SALT LAKE CITY UT - CD	90348JT59		09/22/26	\$ 249,000	\$ 249,000	\$ 238,059	0.950%	0.950%	\$ 1,183	1667	11508
Total CD Obligations					\$ 1,967,000	\$ 2,469,916	\$ 2,441,850					
Medium Term Note	Credit Suisse Ag New York	22550L2G5		8/7/2026	\$ 500,000	\$ 801,916	\$ 752,776	1.250%	1.250%	\$ 5,012	1621	11508
Total Non-US Securities					\$ 500,000	\$ 801,916	\$ 752,776					
Subtotal Long Term												
Pooled Investment					\$ 8,847,000	\$ 13,377,024	\$ 13,059,317					
Portfolio Totals	Local Agency Investment Fund (LAIF)**	0.993144657				\$ 147,859	\$ 147,859				0	10103
						\$ 13,524,883	\$ 13,207,176					



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 in effect is in compliance with the current Investment Policy.

Tracy Largent

Tracy Largent, Treasurer

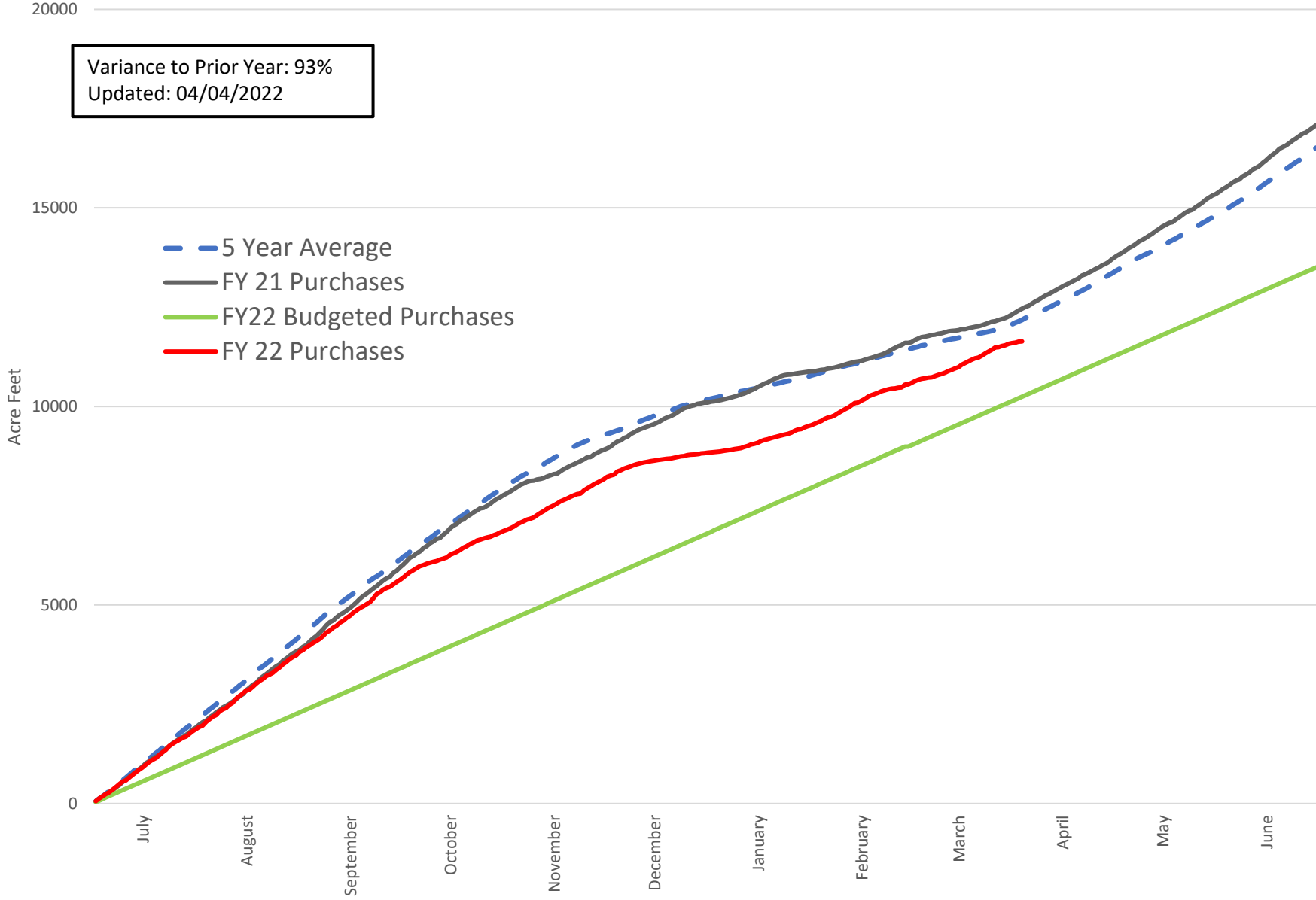
4/1/2022

*Source of Market Value - US Bank monthly statements

**Source of LAIF FMV - CA State Treasurer Pooled Money Investment Account @ <https://www.treasurer.ca.gov/pmia-laif/reports/valuation.asp>

System Demands Comparison Chart

Variance to Prior Year: 93%
Updated: 04/04/2022



Comparative Water Sales YTD from Prior Years

FISCAL YEAR 2021-2022

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
549	AD	49,878	120,877	132,208	105,801	71,840	86,788	38,982	51,802					1,511
402	AG	126,020	156,517	188,678	141,035	94,403	113,507	37,037	60,738					2,107
271	CM	43,597	45,074	58,754	34,843	22,862	24,113	9,971	15,923					586
24	CN	9,809	7,353	8,900	4,999	8,247	7,795	9,526	6,874					146
21	IS	4,094	3,585	3,722	2,400	1,528	1,795	1,247	1,605					46
114	MF	14,171	12,501	14,634	11,363	10,797	11,216	10,215	8,410					214
	PC	105,195	87,728	98,194	76,152	51,934	66,232	14,314	38,479					1,236
	PD	104,423	101,695	108,445	85,321	56,327	69,973	16,562	44,821					1,349
319	SC	54,638	-	-	-	-	-	-	-					125
1012	SD	86,465	-	-	-	-	-	-	-					198
5851	SF	186,785	176,948	193,467	155,723	117,189	137,144	77,534	81,001					2,584
8563	Total	785,075	712,278	807,002	617,637	435,127	518,563	215,388	309,653	-	-	-	-	10,103

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					593
402	AG	109,886	131,840	137,233	129,675	105,410	64,136	68,514	39,558					1,805
271	CM	43,615	49,777	48,946	49,458	35,129	19,261	20,216	10,734					636
24	CN	6,330	12,547	10,164	14,057	8,403	5,244	9,069	7,677					169
21	IS	2,513	2,972	3,359	3,231	1,698	1,013	1,365	568					38
114	MF	14,151	14,484	14,090	14,996	12,993	9,384	12,462	8,972					233
	PC	-	-	-	-	-	-	-	1,234					3
	PD	-	-	-	-	-	-	83	3,574					8
319	SC	137,945	133,502	160,919	156,961	123,278	85,624	74,455	110,420					2,257
1012	SD	186,337	204,966	223,721	229,964	179,016	112,667	115,867	55,255					3,002
5851	SF	169,793	186,711	189,918	189,511	157,332	112,083	128,779	84,894					2,798
8563	Total	705,333	776,205	834,580	830,355	658,180	431,038	455,758	336,962	-	-	-	-	11,544

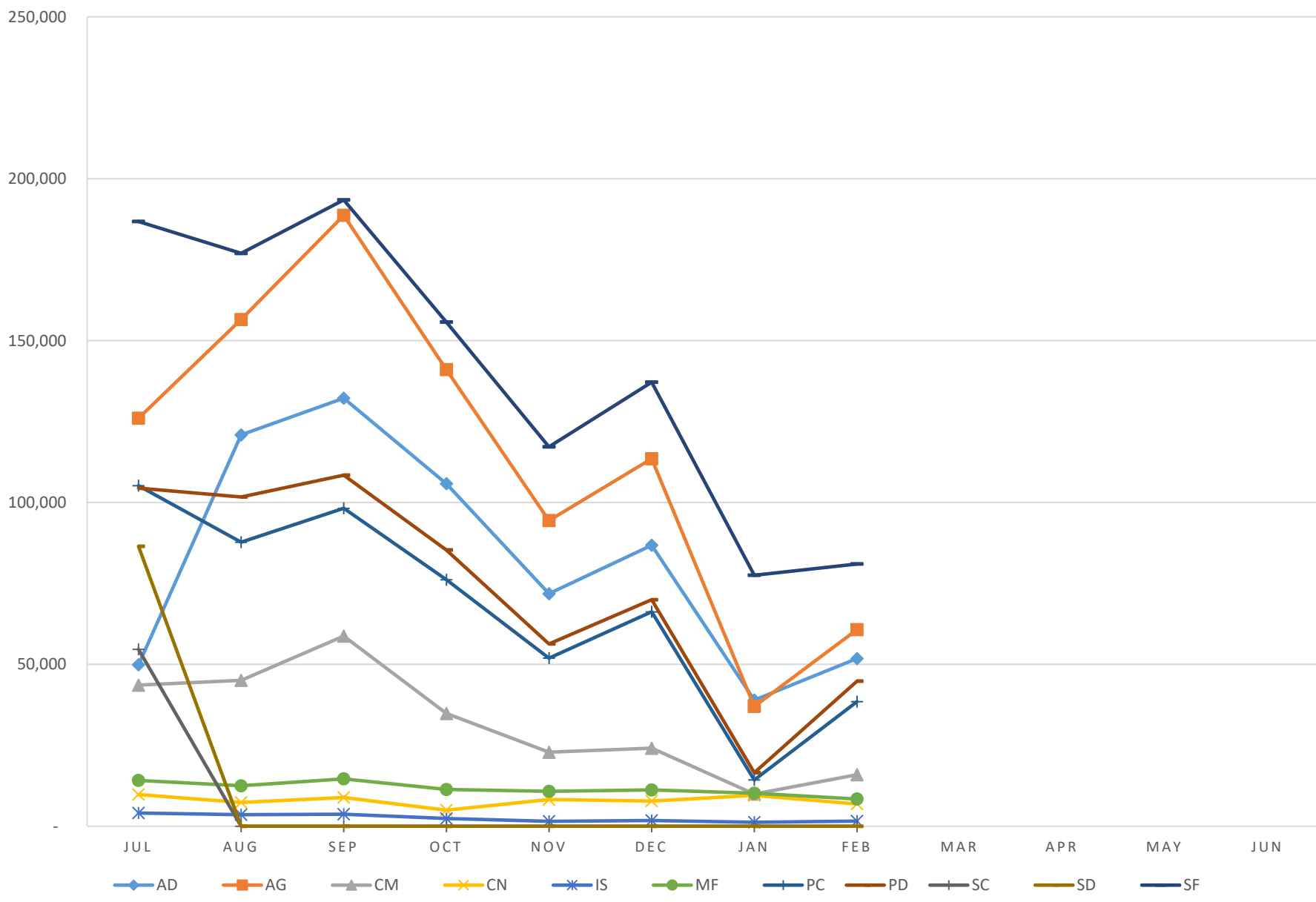
FISCAL YEAR 2019-2020

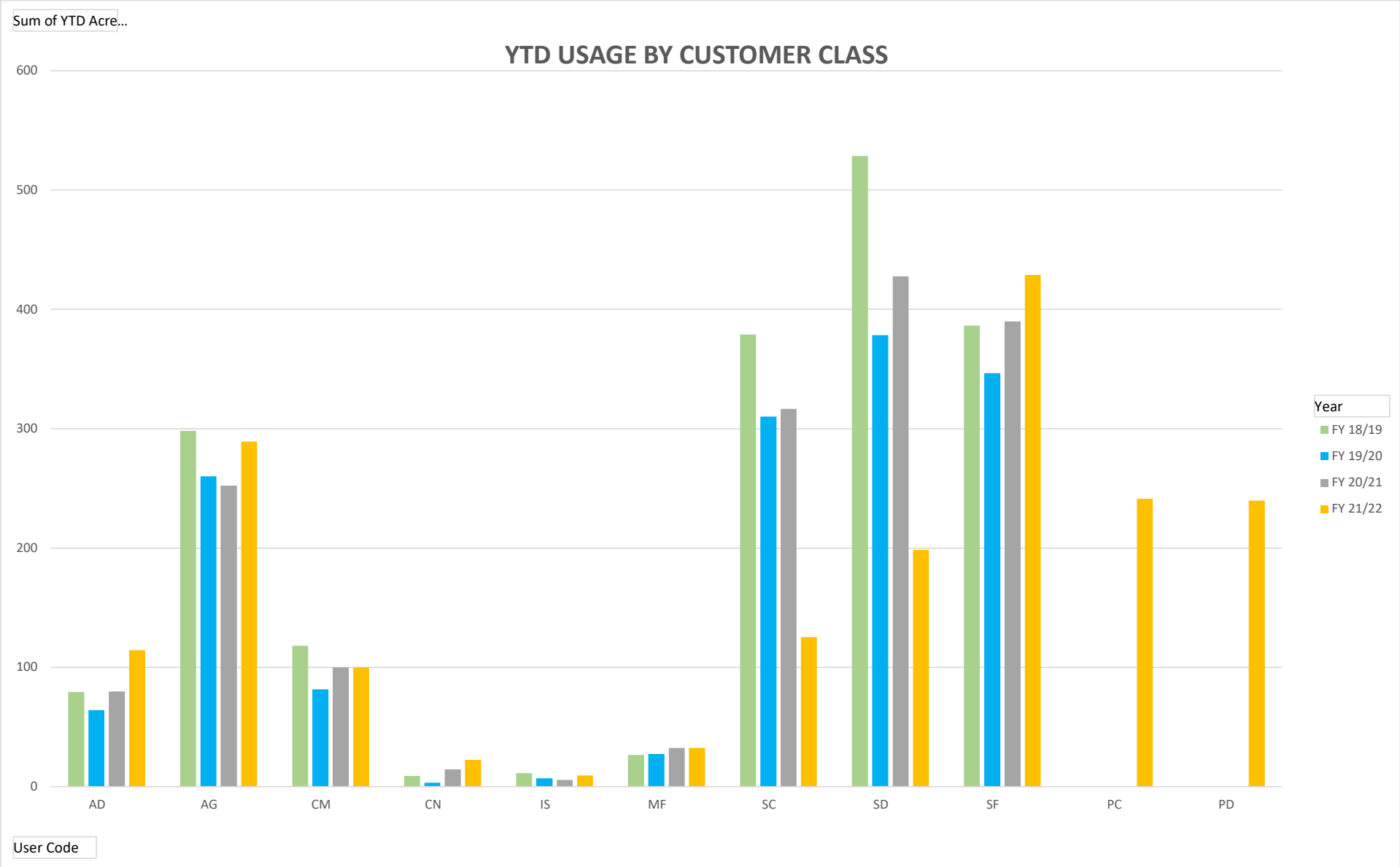
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
553	AD	28,018	36,530	36,506	32,640	37,164	15,379	6,577	13,028					473
400	AG	113,285	139,802	139,715	135,633	132,703	48,601	25,028	47,900					1,797
267	CM	35,561	46,750	44,883	40,374	29,303	16,496	13,155	9,711					542
19	CN	1,484	1,549	1,183	1,041	1,286	314	490	1,126					19
21	IS	3,060	1,799	1,946	2,046	2,048	927	643	1,018					31
114	MF	11,910	11,187	11,539	11,065	12,605	8,386	7,568	9,074					191
323	SC	135,069	157,307	156,337	136,485	152,308	47,287	10,146	50,668					1,941
1021	SD	164,817	213,262	218,596	179,714	207,689	77,699	21,552	65,024					2,636
5536	SF	150,907	188,769	182,811	153,331	174,251	89,028	52,276	70,585					2,438
8254	Total	644,111	796,955	793,516	692,329	749,357	304,117	137,435	268,134	-	-	-	-	10,069

FISCAL YEAR 2018-2019

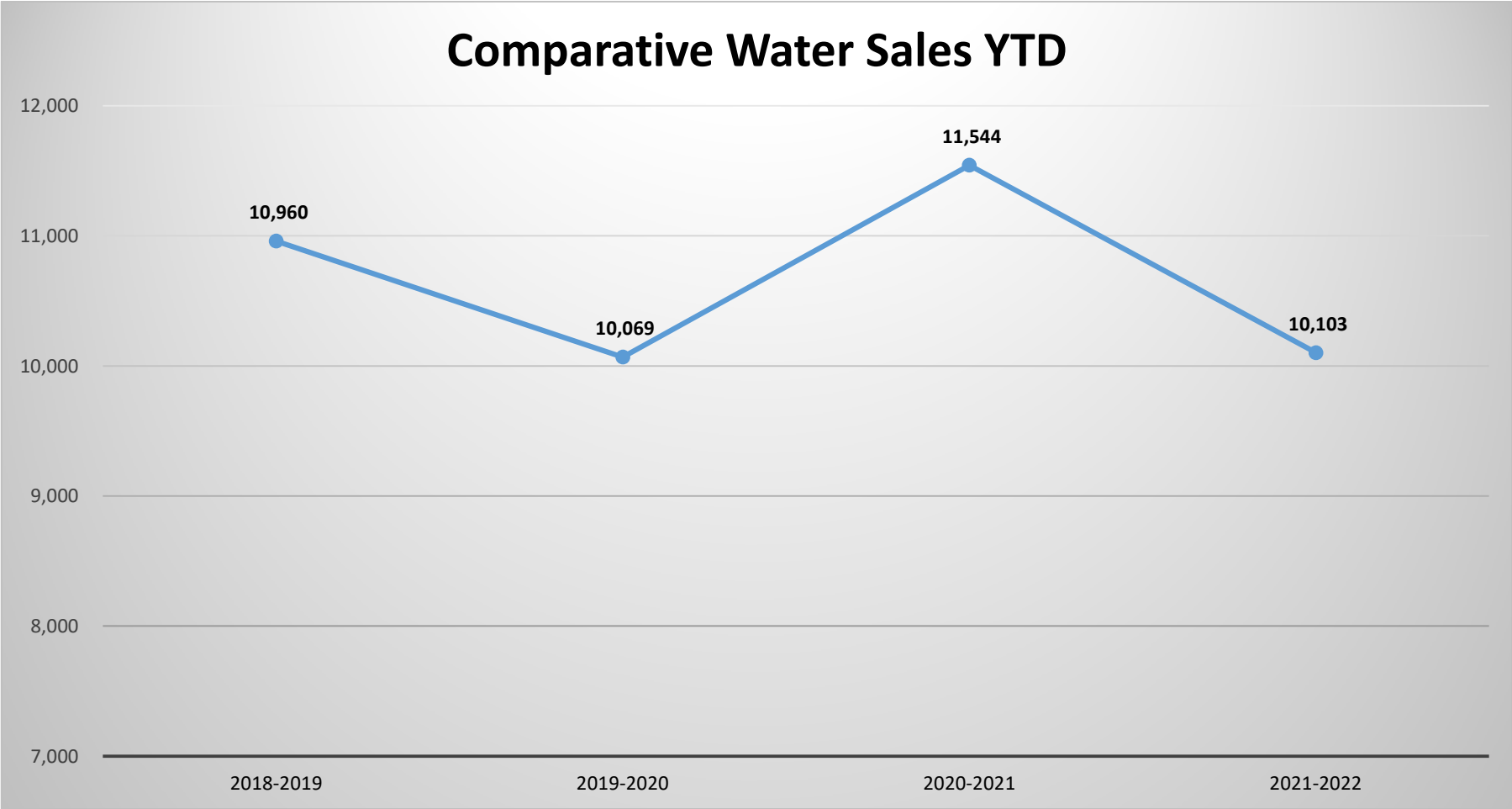
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	34,648	47,312	45,104	28,007	29,134	20,794	9,982	6,874					509
402	AG	129,946	149,080	154,084	110,908	93,077	70,762	33,893	21,947					1,753
264	CM	51,483	67,254	66,114	36,283	24,307	15,501	10,455	6,708					638
23	CN	3,982	27,189	4,915	2,545	3,115	2,815	2,831	829					111
21	IS	4,964	3,824	3,852	3,447	2,161	1,736	884	864					50
112	MF	11,653	12,856	13,798	11,513	11,816	10,461	8,551	7,929					203
323	SC	165,088	203,887	203,899	134,052	132,762	83,121	22,699	9,624					2,193
1024	SD	230,264	264,247	273,401	189,659	170,318	118,228	41,039	22,400					3,006
5468	SF	168,323	192,173	207,384	146,492	144,114	114,763	63,252	50,903					2,496
8199	Total	800,351	967,822	972,551	662,906	610,804	438,181	193,586	128,078	-	-	-	-	10,960

USAGE BY CUSTOMER CLASS FY 21-22





Comparative Water Sales YTD from Prior Years





Check Register February 2022

Description	Bank Transaction Code	Issue Date	Amount
49ER COMMUNICATIONS, INC.	CHECK	02/02/2022	6,698.46
ACWA-JPIA	ACH	02/02/2022	86,741.50
AIRGAS USA, LLC	ACH	02/02/2022	2,245.60
ALAN MONTALVAO	CHECK	02/02/2022	827.00
ANGELA RYAN	CHECK	02/02/2022	270.35
ARAMARK UNIFORM SERVICES	CHECK	02/02/2022	1,431.53
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	02/02/2022	1,215.00
ASPIRE FINANCIAL SERVICES, LLC	CHECK	02/02/2022	300.00
AT&T	CHECK	02/02/2022	170.01
AT&T	CHECK	02/02/2022	879.41
AT&T LONG DISTANCE	CHECK	02/02/2022	33.09
AZUGA, INC.	CHECK	02/02/2022	1,183.95
BABCOCK LABORATORIES, INC	ACH	02/02/2022	1,561.55
BANNER BANK	CHECK	02/02/2022	5,947.30
BONSALL PEST CONTROL	CHECK	02/02/2022	200.00
BP BATTERY INC.	ACH	02/02/2022	1,780.28
CALIFORNIA AIR RESOURCES BOARD	CHECK	02/02/2022	220.00
CHARLES FAUST	CHECK	02/02/2022	60.00
CHRIS BROWN	ACH	02/02/2022	15,000.00
CITIBANK AS ESCROW AGENT FOR CITY OF SAN DIEGO & ORION CONST	CHECK	02/02/2022	20,439.73
COLONIAL LIFE & ACCIDENT INS.	CHECK	02/02/2022	121.42
CONCORD ENVIRONMENTAL ENERGY, INC.	ACH	02/02/2022	97,276.35
CORE & MAIN LP	CHECK	02/02/2022	10,221.78
COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	CHECK	02/02/2022	894.50
DELL BUSINESS CREDIT	CHECK	02/02/2022	4.71

Description	Bank Transaction Code	Issue Date	Amount
DIAMOND ENVIRONMENTAL SERVICES	CHECK	02/02/2022	1,085.72
DILIGENT CORPORATION	CHECK	02/02/2022	290.41
EUROSOURCE JANITORIAL SERVICE INC.	CHECK	02/02/2022	600.00
FALLBROOK EQUIPMENT RENTAL	ACH	02/02/2022	692.30
FALLBROOK IRRIGATION SUPPLIES	CHECK	02/02/2022	2,105.08
FALLBROOK LOCAL LOCKSMITH	CHECK	02/02/2022	90.00
FALLBROOK PROPANE GAS CO.	CHECK	02/02/2022	1,064.12
FALLBROOK SMOG	CHECK	02/02/2022	280.50
FALLBROOK WASTE AND RECYCLING	CHECK	02/02/2022	469.47
FEDEX	CHECK	02/02/2022	479.08
FERGUSON WATERWORKS #1083	CHECK	02/02/2022	174,544.12
FLUME TECH	CHECK	02/02/2022	116.67
FLYERS ENERGY LLC	ACH	02/02/2022	11,224.71
FREEDOM AUTOMATION, INC.	CHECK	02/02/2022	10,243.50
FREEWAY TRAILER SALES	CHECK	02/02/2022	5,591.39
GOLDEN STATE INDUSTRIAL COATINGS, INC.	CHECK	02/02/2022	4,800.00
HAAKER EQUIPMENT CO.	ACH	02/02/2022	5,292.00
HACH	CHECK	02/02/2022	4,574.41
HARRIS & ASSOCIATES, INC.	ACH	02/02/2022	29,734.28
HAWTHORNE MACHINERY COMPANY	CHECK	02/02/2022	3,374.26
HEATHER THOMAS	CHECK	02/02/2022	325.98
HELIX ENVIRONMENTAL PLANNING INC	CHECK	02/02/2022	18,105.00
HEXAGON EAM HOLDINGS LLC	CHECK	02/02/2022	78,102.99
HOCH CONSULTING, APC	CHECK	02/02/2022	9,308.75
HOUSTON AND HARRIS	CHECK	02/02/2022	5,798.75
HYDROSCIENCE ENGINEERS, INC	CHECK	02/02/2022	3,880.00
ICONIX WATERWORKS (US) INC	ACH	02/02/2022	42,550.72
IMPACT DESIGN	CHECK	02/02/2022	66.03
INFOR (US), INC.	ACH	02/02/2022	380.00
INFOSEND, INC.	CHECK	02/02/2022	8,124.19
JAMES W FOWLER CO	CHECK	02/02/2022	112,998.70
KENNEDY/JENKS CONSULTANTS INC	ACH	02/02/2022	14,167.98
KEVIN MILLER	ACH	02/02/2022	363.00
KNOCKOUT PEST CONTROL& TERMITE, INC.	CHECK	02/02/2022	100.00

Description	Bank Transaction Code	Issue Date	Amount
LINCOLN NATIONAL LIFE INSURANCE COMPANY	CHECK	02/02/2022	4,625.62
MARK LOWELL	CHECK	02/02/2022	999.00
MISSION RESOURCE CONSERVATION DISTRICT	ACH	02/02/2022	100.00
MOBILE MINI, INC	CHECK	02/02/2022	1,185.95
MOBILE MODULAR	CHECK	02/02/2022	3,499.30
MOTION & FLOW CONTROL PRODUCTS, INC.	CHECK	02/02/2022	185.50
NORTH COUNTY WELDING SUPPLY	CHECK	02/02/2022	89.40
NP MECHANICAL, INC.	CHECK	02/02/2022	350.00
ONESOURCE DISTRIBUTORS, LLC	CHECK	02/02/2022	53.44
OPR COMMUNICATIONS, INC.	CHECK	02/02/2022	7,500.00
PACIFIC PIPELINE SUPPLY	CHECK	02/02/2022	70,107.42
PARKHOUSE TIRE, INC.	ACH	02/02/2022	3,084.59
PERRAULT CORPORATION	CHECK	02/02/2022	6,066.82
PETERS PAVING & GRADING, INC	ACH	02/02/2022	15,345.00
PRECISION MOBILE DETAILING	ACH	02/02/2022	906.50
PRINCIPAL LIFE INSURANCE COMPANY	ACH	02/02/2022	9,496.10
PURCHASE POWER PITNEY BOWES, INC	CHECK	02/02/2022	75.82
QUALITY GATE COMPANY	ACH	02/02/2022	1,079.55
QUINN COMPANY	CHECK	02/02/2022	4,872.08
RANCHO LADERA ROAD ASSOCIATION	CHECK	02/02/2022	93.00
REM MECHANICAL, INC	ACH	02/02/2022	748.00
RENE BUSH	ACH	02/02/2022	363.00
RHO MONSERATE C.C.H.A.	CHECK	02/02/2022	573.76
RINCON DEL DIABLO MWD	CHECK	02/02/2022	202.57
ROAD SOUP LLC	CHECK	02/02/2022	1,143.63
ROBCAR CORPORATION	CHECK	02/02/2022	2,940.00
ROLLIN C BUSH	CHECK	02/02/2022	5,046.99
RT LAWRENCE CORPORATION	ACH	02/02/2022	612.65
SAN DIEGO GAS & ELECTRIC	CHECK	02/02/2022	72,872.33
SANCON ENGINEERING	CHECK	02/02/2022	239,541.31
SHRED-IT USA LLC	CHECK	02/02/2022	181.00
SOUTHWEST ANSWERING SERVICE, INC.	CHECK	02/02/2022	940.48
SOUTHWEST VALVE & EQUIPMENT	CHECK	02/02/2022	1,239.15
SPECIALTY MOWING SERVICES, INC.	ACH	02/02/2022	9,765.00

Description	Bank Transaction Code	Issue Date	Amount
STATE WATER RESOURCES CONTROL BOARD	CHECK	02/02/2022	763.00
STEVE ROGERS	CHECK	02/02/2022	108.00
T S INDUSTRIAL SUPPLY	CHECK	02/02/2022	1,157.04
TEMECULA VALLEY PAINT, INC.	CHECK	02/02/2022	774.41
THOMAS FRISBIE	CHECK	02/02/2022	1,326.00
TIAA COMMERCIAL FINANCE, INC.	CHECK	02/02/2022	2,971.31
TODD TALLEY	CHECK	02/02/2022	842.00
TRAFFIC SAFETY SOLUTIONS, LLC	ACH	02/02/2022	13,469.63
TRAFFIC SUPPLY, INC.	CHECK	02/02/2022	945.81
ULINE	CHECK	02/02/2022	546.40
UNITED RENTALS NORTHWEST, INC	CHECK	02/02/2022	3,659.07
US BANK	ACH	02/02/2022	875.01
UTILITY SERVICE CO.	ACH	02/02/2022	108,944.01
VALLEY CONSTRUCTION MANAGEMENT	CHECK	02/02/2022	9,435.00
VERIZON WIRELESS	CHECK	02/02/2022	10,110.05
WATERLINE TECHNOLOGIES INC.	CHECK	02/02/2022	2,739.54
WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	ACH	02/02/2022	532.51
WORKFORCE PRODUCTS INC.	CHECK	02/02/2022	181.26
HOME DEPOT CC - ALL (JANUARY 2022 STATEMENT)	EFT	02/07/2022	2,566.35
UNION BANK CC - DAUGHERTY (JANUARY STATEMENT)	EFT	02/07/2022	101.75
UNION BANK CC - GUTIERREZ (JANUARY STATEMENT)	EFT	02/07/2022	81.23
UNION BANK CC - KENNEDY (JANUARY STATEMENT)	EFT	02/07/2022	47.01
UNION BANK CC - KHATTAB (JANUARY STATEMENT)	EFT	02/07/2022	7.22
UNION BANK CC - LARGENT (JANUARY STATEMENT)	EFT	02/07/2022	509.11
SDCWA WATER PURCHASE- DECEMBER 2021	WIRE	02/10/2022	1,275,425.68
ADP - ADVICE OF DEBIT #598906418	EFT	02/11/2022	1,521.27
NBS BENEFITS-ADMINISTRATION FEES	EFT	02/15/2022	75.00
ADP - ADVICE OF DEBIT #599443197	EFT	02/16/2022	406.38
ABC LIOVIN DRILLING, INC	CHECK	02/18/2022	725.96
ACWA-JPIA	ACH	02/18/2022	86,741.50
AIRGAS USA, LLC	ACH	02/18/2022	624.19
ALPHA DOG TOWING LLC.	CHECK	02/18/2022	450.00
AMERICAN WATER WORKS ASSOC.	CHECK	02/18/2022	2,271.00
ARAMARK UNIFORM SERVICES	CHECK	02/18/2022	2,201.48

Description	Bank Transaction Code	Issue Date	Amount
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	02/18/2022	1,465.50
AT&T	CHECK	02/18/2022	170.27
AT&T	CHECK	02/18/2022	541.43
AZUGA, INC.	CHECK	02/18/2022	1,183.95
B & C CRANE SERVICE, INC.	CHECK	02/18/2022	1,015.00
BABCOCK LABORATORIES, INC	ACH	02/18/2022	840.55
BANNER BANK	CHECK	02/18/2022	37,575.29
BAVCO	CHECK	02/18/2022	5,435.27
BERNARDO NUNEZ	CHECK	02/18/2022	305.00
BONSALL PEST CONTROL	CHECK	02/18/2022	200.00
BOOT BARN INC	CHECK	02/18/2022	115.54
BP BATTERY INC.	ACH	02/18/2022	161.75
CDW GOVERNMENT, INC.	CHECK	02/18/2022	160.83
CHRIS BROWN	ACH	02/18/2022	15,000.00
COLONIAL LIFE & ACCIDENT INS.	CHECK	02/18/2022	60.71
CONCORD ENVIRONMENTAL ENERGY, INC.	ACH	02/18/2022	72,752.99
CORE & MAIN LP	CHECK	02/18/2022	12,991.03
COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	CHECK	02/18/2022	104.50
COUNTY OF SAN DIEGO, RCS	CHECK	02/18/2022	924.84
CRAIG SHOBE	CHECK	02/18/2022	365.00
CRANWORKS SOUTHWEST, INC.	CHECK	02/18/2022	1,611.55
CUSTOM TRUCK BODY & EQUIPMENT, INC.	ACH	02/18/2022	15,561.81
CWEA	CHECK	02/18/2022	288.00
DELL BUSINESS CREDIT	CHECK	02/18/2022	1,085.36
DEXTER WILSON ENGINEERING	CHECK	02/18/2022	4,319.79
DIAMOND ENVIRONMENTAL SERVICES	CHECK	02/18/2022	448.73
DITCH WITCH WEST	CHECK	02/18/2022	1,391.88
DRAGON PRINTING EXPRESS	CHECK	02/18/2022	904.33
DS SERVICES OF AMERICA, INC.	CHECK	02/18/2022	413.60
ESCONDIDO METAL SUPPLY, INC.	CHECK	02/18/2022	371.04
FALLBROOK ACE HARDWARE	CHECK	02/18/2022	43.11
FALLBROOK AUTO PARTS	CHECK	02/18/2022	5,092.75
FALLBROOK EQUIPMENT RENTAL	ACH	02/18/2022	1,030.92
FALLBROOK IRRIGATION SUPPLIES	CHECK	02/18/2022	3,209.61

Description	Bank Transaction Code	Issue Date	Amount
FALLBROOK WASTE AND RECYCLING	CHECK	02/18/2022	1,976.89
FEDEX	CHECK	02/18/2022	398.74
FEDEX (FREIGHT)	CHECK	02/18/2022	4,360.80
FERGUSON WATERWORKS #1083	CHECK	02/18/2022	100,772.30
FLUME TECH	CHECK	02/18/2022	2,333.45
FLYERS ENERGY LLC	ACH	02/18/2022	6,232.44
FREEDOM AUTOMATION, INC.	CHECK	02/18/2022	14,990.00
FREEWAY TRAILER SALES	ACH	02/18/2022	75.17
GIL FRANCO, TIRE HAULER	CHECK	02/18/2022	402.00
GLENN CHAVEZ CONSTRUCTION	CHECK	02/18/2022	46,428.00
GOLDEN STATE INDUSTRIAL COATINGS, INC.	CHECK	02/18/2022	2,300.00
HAAKER EQUIPMENT CO.	ACH	02/18/2022	5,292.00
HARRIS & ASSOCIATES, INC.	ACH	02/18/2022	21,063.75
HAWTHORNE MACHINERY COMPANY	CHECK	02/18/2022	3,091.24
HELIX ENVIRONMENTAL PLANNING INC	CHECK	02/18/2022	30,278.19
HOUSTON AND HARRIS	CHECK	02/18/2022	2,523.00
HYDROSCIENCE ENGINEERS, INC	CHECK	02/18/2022	5,190.00
ICONIX WATERWORKS (US) INC	ACH	02/18/2022	10,207.53
INFOR (US), INC.	ACH	02/18/2022	180.00
INFOSEND, INC.	CHECK	02/18/2022	5,239.00
INTEGRA CHEMICAL	CHECK	02/18/2022	4,361.93
JAMES W FOWLER CO	CHECK	02/18/2022	713,930.51
JERRY MYSLINSKI	CHECK	02/18/2022	57.72
KENNEDY/JENKS CONSULTANTS INC	ACH	02/18/2022	5,086.25
KEVIN MILLER	ACH	02/18/2022	363.00
KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	CHECK	02/18/2022	9.00
LIQUID ENVIRONMENTAL SOLUTIONS OF CA, LLC	ACH	02/18/2022	420.00
MISSION RESOURCE CONSERVATION DISTRICT	ACH	02/18/2022	92.65
MOBILE MINI, INC	CHECK	02/18/2022	1,191.07
MODULAR BUILDING CONCEPTS, INC	CHECK	02/18/2022	1,536.51
NATIONAL SAFETY COMPLIANCE, INC	CHECK	02/18/2022	322.55
NEW PIG CORP.	CHECK	02/18/2022	739.20
NOBEL SYSTEMS	ACH	02/18/2022	15,888.00
NUTRIEN AG SOLUTIONS, INC	CHECK	02/18/2022	3,776.06

Description	Bank Transaction Code	Issue Date	Amount
ONESOURCE DISTRIBUTORS, LLC	CHECK	02/18/2022	161.63
OPR COMMUNICATIONS, INC.	CHECK	02/18/2022	7,500.00
O'REILLY AUTO PARTS	CHECK	02/18/2022	1,263.14
PACIFIC PIPELINE SUPPLY	CHECK	02/18/2022	2,212.91
PARKHOUSE TIRE, INC.	ACH	02/18/2022	824.32
PERRAULT CORPORATION	CHECK	02/18/2022	1,049.92
PETERS PAVING & GRADING, INC	ACH	02/18/2022	40,690.00
PETTY CASH - ADMINISTRATION	CHECK	02/18/2022	297.07
PRECISION MOBILE DETAILING	ACH	02/18/2022	362.50
PRINCIPAL LIFE INSURANCE COMPANY	ACH	02/18/2022	7,692.50
QUALITY ARG INC	ACH	02/18/2022	465.00
QUALITY CHEVROLET	ACH	02/18/2022	868.51
RAIN FOR RENT RIVERSIDE	CHECK	02/18/2022	2,528.17
RIGHT-OF-WAY ENGINEERING SERV	CHECK	02/18/2022	2,940.00
ROBCAR CORPORATION	CHECK	02/18/2022	5,697.50
ROLLIN C BUSH	CHECK	02/18/2022	5,350.55
RT LAWRENCE CORPORATION	ACH	02/18/2022	618.18
RWB PLUMBING SERVICES	CHECK	02/18/2022	5,846.00
SAFETY-KLEEN	ACH	02/18/2022	643.61
SAN DIEGO COUNTY ASSESSOR/RECORDER/CLERK	CHECK	02/18/2022	20.00
SAN DIEGO FRICTION PRODUCTS, INC.	CHECK	02/18/2022	79.68
SAN DIEGO GAS & ELECTRIC	CHECK	02/18/2022	26,500.07
SCOTT SIMPSON	CHECK	02/18/2022	1,036.04
SOUTHERN CONTRACTING COMPANY	CHECK	02/18/2022	4,800.00
SOUTHWEST BOULDER & STONE, INC.	CHECK	02/18/2022	153.32
SPECIAL DISTRICT RISK	CHECK	02/18/2022	2,647.28
SRM CONTRACTING & PAVING	CHECK	02/18/2022	1,450.70
STREAMLINE	CHECK	02/18/2022	300.00
SUEZ WTS USA, INC.	CHECK	02/18/2022	10,548.72
SUNBELT RENTALS, INC	CHECK	02/18/2022	226.28
SUPERIOR READY MIX	CHECK	02/18/2022	1,628.77
TCN, INC	CHECK	02/18/2022	16.48
TEMECULA GLASS & MIRROR	CHECK	02/18/2022	584.21
TIAA COMMERCIAL FINANCE, INC.	CHECK	02/18/2022	3,107.26

Description	Bank Transaction Code	Issue Date	Amount
TNG SECURITY INC. DBA CALIFORNIA COMMERCIAL SECURITY	CHECK	02/18/2022	368.04
TRAFFIC SAFETY SOLUTIONS, LLC	ACH	02/18/2022	8,975.00
TRAFFIC SUPPLY, INC.	CHECK	02/18/2022	1,885.54
ULINE	CHECK	02/18/2022	779.19
UNDERGROUND SERVICE ALERT	ACH	02/18/2022	254.04
UNITED BUILDING MAINTENANCE CENTER LLC	CHECK	02/18/2022	2,400.00
VALLEY CONSTRUCTION MANAGEMENT	CHECK	02/18/2022	15,067.00
WATERLINE TECHNOLOGIES INC.	CHECK	02/18/2022	2,556.91
WAYNE NAULT	CHECK	02/18/2022	66.52
WHITE CAP CONSTRUCTION SUPPLY	CHECK	02/18/2022	561.16
WINZER CORP	CHECK	02/18/2022	341.18
WRIKE INC	CHECK	02/18/2022	14,880.00
XYLEM INC	CHECK	02/18/2022	6,050.47
ZION BANCORPORATION, NATIONAL ASSOCIATION	ACH	02/18/2022	1,000.00
WEX - ADMINISTRATION FEES	EFT	02/25/2022	85.00
NBS BENEFITS-DEP CARE FSA 281792	EFT	02/28/2022	4,807.69
		TOTAL:	4,204,106.71

**Director's Expenses
FY 2021-2022**

Disbursement Date	Description	Miguel Gasca	Claude Hamilton	Michael Mack	Pam Moss	William Stewart	Carl Rindfleisch
07/31/21	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		\$ 150.00	\$ 150.00	\$ 150.00		
	Monthly Totals	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ -
08/31/21	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		\$ 150.00	\$ 450.00	\$ 450.00		\$ 150.00
	Monthly Totals	\$ -	\$ 150.00	\$ 491.44	\$ 450.00	\$ -	\$ 150.00

**Director's Expenses
FY 2021-2022**

Disbursement Date	Description	Miguel Gasca	Claude Hamilton	Michael Mack	Pam Moss	William Stewart	Carl Rindfleisch
09/30/21	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS				\$ -		
	TRAVEL EXPENSES	\$ 150.00	\$ 150.00	\$ 750.00	\$ 450.00		\$ 300.00
	MILEAGE AND EXPENSES			\$ 770.40	\$ 1,125.86		
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	\$ 150.00	\$ 150.00	\$ 1,520.40	\$ 1,575.86	\$ -	\$ 300.00
10/31/21	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS						
	TRAVEL EXPENSES	\$ 150.00	\$ 150.00	\$ 300.00	\$ 150.00		\$ 300.00
	MILEAGE AND EXPENSES						
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	\$ 150.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ -	\$ 300.00

**Director's Expenses
FY 2021-2022**

Disbursement Date	Description	Miguel Gasca	Claude Hamilton	Michael Mack	Pam Moss	William Stewart	Carl Rindfleisch
11/30/21	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	\$ 725.00 \$ 40.00 \$ 150.00	\$ 150.00	\$ 725.00 \$ 600.00 \$ 602.50 \$ 202.72	\$ 725.00 \$ 300.00 \$ 327.12 \$ 57.12	\$ 300.00 \$ 25.02	\$ -
12/31/21	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	\$ 450.00 \$ 685.20 \$ 53.76	\$ 450.00 \$ 322.29 \$ 57.12	\$ 36.64	\$ -
REPORT TOTAL FOR 2021:		\$ 1,365.00	\$ 900.00	\$ 5,781.02	\$ 4,564.51	\$ 361.66	\$ 750.00

Director's Expenses FY 2021-2022

Disbursement Date	Description	Miguel Gasca	Claude Hamilton	Michael Mack	Pam Moss	William Stewart	Carl Rindfleisch
01/31/22	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	\$ 300.00	\$ 800.00	\$ 650.00	\$ 450.00	\$ -
2/29/2022	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	\$ 175.00 \$ 450.00	\$ -	\$ -
REPORT TOTAL FOR 2022:		\$ 300.00	\$ 450.00	\$ 950.00	\$ 1,275.00	\$ 450.00	\$ -



AMERICAN EXPRESS

February 2022

GL Finance Code	GL Transaction Amount	Description
GL 03 43 56513	49.77	1-800-FLOWERS.COM
GL 03 20 75300	775.00	ACWA
GL 03 20 75300	775.00	ACWA
GL 03 20 75300	775.00	ACWA
GL 03 41 72900	15.65	AMAZON # 113-6230397-6937854
GL 03 41 63400	12.97	AMAZON # 113-6230397-6937854
GL 03 44 60100	44.28	AMAZON #111-0301883-9888261
GL 03 44 60100	(1,073.19)	AMAZON #111-1216674-7268250
GL 03 44 60100	910.28	AMAZON #111-1532501-9202664
GL 03 44 60100	46.99	AMAZON #111-2591891-7940226
GL 03 44 60100	22.06	AMAZON #111-4615796-5237041
GL 03 44 60100	(603.40)	AMAZON #111-7816555-8562641
GL 03 44 60100	603.40	AMAZON #111-7816555-8562641
GL 03 44 60100	72.84	AMAZON #111-9425386-0570638
GL 03 44 60100	54.90	AMAZON #111-9607452-2837801
GL 03 41 72900	(140.06)	AMAZON #112-8027723-7707437
GL 03 44 60100	840.42	AMAZON #113-1147189-7763459
GL 01 34 72000	235.17	AMAZON #113-6576070-8636236
GL 03 44 60100	0.38	AMAZON WEB SERVICES
GL 03 43 72000	2.99	APPLE.COM
GL 03 44 72400	110.00	ATLISSIAN
GL 03 44 60100	40.00	AUTHORIZE.NET
GL 01 34 75300	1,005.00	AWWA
GL 01 34 75300	549.00	AWWA
GL 03 43 75300	375.00	CALIFORNIA CUPA FORUM
GL 03 44 60100	192.50	CORELOGIC
GL 03 42 56513	660.97	CROWN AWARDS

GL Finance Code	GL Transaction Amount	Description
GL 03 20 75300	175.00	CSDA
GL 03 20 75300	600.00	CSDA
GL 03 41 63401	95.30	CULLIGAN
GL 01 32 75300	900.00	CVU-101/201 COMBINATION CLASS
GL 03 44 60100	69.44	DIRECT TV
GL 01 34 75300	297.18	DLR RESORT
GL 03 43 72000	414.80	ELEMENT FIRE
GL 03 41 72400	150.00	FALLBROOK CHAMBER OF COMMERCE - AVOCADO FESTIVAL
GL 03 42 72000	(7,364.50)	FRAUD CHARGE CREDIT - EARTHWAY
GL 03 41 63400	38.25	FRUIT GUYS #5590045
GL 03 41 63400	92.50	FRUIT GUYS #5590573
GL 03 41 63400	46.25	FRUIT GUYS #5591269
GL 03 41 63400	92.50	FRUIT GUYS #5591794
GL 03 41 63400	46.25	FRUIT GUYS #5592329
GL 03 43 72000	15.16	GRAINGER #9204382429/PO# 12086
GL 03 43 72000	45.48	GRAINGER #9204382437/PO# 12086
GL 03 43 72000	32.52	GRAINGER #9204382445/PO# 12086
GL 03 43 72000	2,327.69	GRAINGER #9204494117/PO# 12086
GL 03 43 72000	97.55	GRAINGER #9206796220/PO# 12086
GL 03 36 63421	2,100.03	GRAINGER #9207425688/PO# 12107
GL 03 43 72500	38.64	GRAINGER #9212765292/PO# 11967
GL 03 41 74100	1,153.19	JIVE
GL 03 44 72400	22.14	LOGMEIN
GL 03 44 60100	208.25	MICROSOFT
GL 03 41 63400	750.00	NATUREBOX
GL 03 42 72400	25.00	NCHRSO
GL 03 42 72400	25.00	NCHRSO
GL 03 41 70300	6,354.50	NOSSAMAN #530987
GL 53 99 70300 530001	3,337.00	NOSSAMAN #530987
GL 60 99 70300 600030	852.00	NOSSAMAN #530987
GL 60 99 70300 600013	568.00	NOSSAMAN #530987
GL 03 41 70300 700006	461.50	NOSSAMAN #530987
GL 03 91 70300	852.00	NOSSAMAN #530987
GL 03 41 70300	1,848.90	NOSSAMAN #530988

GL Finance Code	GL Transaction Amount	Description
GL 53 99 70300 530001	32.50	NOSSAMAN #530988
GL 60 99 70300 600013	3,152.50	NOSSAMAN #530988
GL 60 99 70300 600077	845.00	NOSSAMAN #530988
GL 03 91 70300	1,300.00	NOSSAMAN #530988
GL 03 91 70300 300020	4,574.50	NOSSAMAN #530989
GL 03 41 70300 300024	3,905.00	NOSSAMAN #530990
GL 03 41 70300 300022	330.00	NOSSAMAN #530991
GL 03 41 70300 300027	6,259.40	NOSSAMAN #530992
GL 03 41 70300 300026	405.00	NOSSAMAN #530993
GL 53 99 70300 530001	8,140.00	NOSSAMAN #530994
GL 03 41 72900	24.11	OFFICE DEPOT #227162797001
GL 03 41 72900	233.82	OFFICE DEPOT #227163865001
GL 03 41 75300	17.65	PREPASS
GL 03 44 60100	10.00	RING
GL 03 41 72000	178.60	SUPERFRAME
GL 01 32 72000	40.65	USE TAX 2021
GL 03 43 72000	98.37	USE TAX 2021
GL 03 43 72500	62.79	USE TAX 2021
GL 02 61 72600	227.19	USE TAX 2021
GL 01 32 72000	0.94	USE TAX 2021-CDFTA CC FEE
GL 03 43 72000	2.26	USE TAX 2021-CDFTA CC FEE
GL 03 43 72500	1.44	USE TAX 2021-CDFTA CC FEE
GL 02 61 72600	5.23	USE TAX 2021-CDFTA CC FEE
GL 03 42 56513	88.81	WALMART.COM
GL 03 44 60100	251.53	WASABI
GL 01 99 15260	13,945.43	WESTERN WATER #1310955-00/PO# 11958
GL 03 36 72000	300.00	WHIP AROUND
GL 01 35 72000	40.25	ZOHO
GL 03 44 60100	299.87	ZOOM
	67,893.28	American Express (Ferbruary 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

