



DUE TO THE COVID-19 STATE OF EMERGENCY AND PURSUANT TO WAIVERS TO CERTAIN BROWN ACT PROVISIONS UNDER THE GOVERNOR'S EXECUTIVE ORDERS, THIS MEETING IS BEING CONDUCTED VIA TELECONFERENCE AND THERE WILL BE NO PHYSICAL LOCATION FROM WHICH MEMBERS OF THE PUBLIC MAY PARTICIPATE.

MEMBERS OF THE PUBLIC ARE ENCOURAGED TO PARTICIPATE IN THE BOARD MEETING OPEN SESSION BY GOING TO <https://us02web.zoom.us/j/83494947350> OR BY CALLING 1-669-900-6833 or 1-346-248-7799 or 1-253-215-8782 or 1-301-715-8592 or 1-312-626- 6799 or 1-929-205-6099 (WEBINAR/MEETING ID: 834 9494 7350). (CLOSED SESSION WILL NOT BE ACCESSIBLE TO MEMBERS OF THE PUBLIC; HOWEVER, INSTRUCTIONS FOR SUBMITTING PUBLIC COMMENT ON CLOSED SESSION ITEMS ARE PROVIDED IN ITEM #4.)

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE BOARD UNDER PUBLIC COMMENT OR ON A SPECIFIC AGENDA ITEM MAY SUBMIT WRITTEN COMMENTS TO OUR BOARD SECRETARY BY EMAIL AT DWASHBURN@RAINBOWMWD.COM OR BY MAIL TO 3707 OLD HIGHWAY 395, FALLBROOK, CA 92028. ALL PUBLIC COMMENTS RECEIVED AT LEAST ONE HOUR IN ADVANCE OF THE MEETING WILL BE READ TO THE BOARD DURING THE APPROPRIATE PORTION OF THE MEETING. THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

RAINBOW MUNICIPAL WATER DISTRICT BOARD MEETING

Tuesday, June 22, 2021

Closed Session 12:00 p.m.

Open Session 1:00 p.m.

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

District Office

3707 Old Highway 395

Fallbrook, CA 92028

Board Agenda Policies

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

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

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

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

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

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

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

Board meetings will be audio and video recorded with copies available upon request. Requests for audio recordings will be fulfilled once draft minutes for such meeting have been prepared. There are no costs associated with obtaining copies of audio and video recordings; however, these recordings will only be retained according to the policies provided in the District's Administrative Code. Copies of public records are available as a service to the public; a charge of \$.10 per page up to 99 pages will be collected and \$.14 per page for 100 pages or more.

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

(*) - Asterisk indicates a report is attached.

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold Closed Session at 12:00 p.m. and Open Session at 1:00 p.m. Tuesday, June 22, 2021, at the District Office located at 3707 Old Highway 395, Fallbrook, CA 92028. At any time during the session, the Board of Directors Meeting may adjourn to Closed Session to consider litigation or to discuss with legal counsel matters within the attorney client privilege.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL: Gasca___ Hamilton___ Mack___ Moss___ Rindfleisch___**
3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
4. **INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE**

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

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

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

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

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

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

* One Item

(*) - Asterisk indicates a report is attached.

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

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

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

Agency Designated Representatives

Tom Kennedy
Karleen Harp
Tracy Largent

Discussions regarding labor negotiations for:

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

7. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Time Certain: 1:00 p.m.

8. REPEAT CALL TO ORDER

9. PLEDGE OF ALLEGIANCE

10. REPEAT ROLL CALL

11. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

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

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

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

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

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

(*) - Asterisk indicates a report is attached.

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

Under Oral Communications, any person wishing to address the Board on matters not on this agenda should indicate their desire to speak or may email or mail their comments to the Board Secretary one hour before the Open Session scheduled start time. All written public comments received will be read to the Board during the appropriate portion of the meeting. No action will be taken on any oral communications item since such item does not appear on this Agenda, unless the Board of Directors makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda (Government Code §54954.2). Speaking time shall generally be limited to three minutes unless a longer period is permitted by the Board President.

***15. APPROVAL OF MINUTES**

A. May 25, 2021 - Regular Board Meeting

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

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

- A. President's Report (Director Hamilton)
- B. Representative Report (Appointed Representative)
 - 1. SDCWA
 - A. Summary of Board Meeting May 27, 2021
 - 2. CSDA
 - 3. LAFCO
 - 4. San Luis Rey Watershed Council
 - 5. Santa Margarita River Watershed Watermaster Steering Committee
 - 6. ACWA
- C. Meeting, Workshop, Committee, Seminar, Etc. Reports by Directors (AB1234)
 - 1. Board Seminar/Conference/Workshop Training Attendance Reports
- D. Directors Comments
- E. Legal Counsel Comments
 - 1. Attorney Report: Brown Act and Proposition 218 Update 150152-0005

17. COMMITTEE REPORTS

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

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

***18. PUBLIC HEARING**

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

(Ordinance No. 21-02 establishes water availability charges for all of the Rainbow Municipal Water District Improvement District – Improvement District No. 1.)

(*) - Asterisk indicates a report is attached.

BOARD ACTION ITEMS

- *19. DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-13, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EMPLOYEE ASSOCIATION**
(The existing Memorandum of Understanding (MOU) with the Rainbow Employee Association expires on June 30, 2021. The proposed successor MOU covers the period of July 1, 2021 through June 30, 2026.)
- *20. DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-14, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**
(The existing Memorandum of Understanding (MOU) with the Rainbow Association of Supervisors and Confidential Employees expires on June 30, 2021. The proposed successor MOU covers the period of July 1, 2021 through June 30, 2026.)
- *21. DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-15, APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE RAINBOW MUNICIPAL WATER DISTRICT AND THE RAINBOW EXEMPT EMPLOYEES**
(The existing Memorandum of Understanding (MOU) with the Rainbow Exempt Employees expires on June 30, 2021. The proposed successor MOU covers the period of July 1, 2021 through June 30, 2025.)
- *22. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 21-16 — A RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RANGES FOR DISTRICT EMPLOYEES AND THE GENERAL MANAGER EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022**
(The grade structure included in Resolution No. 21-16 is revised to reflect the new pay grades per the Pay Grade adjustments terms in the proposed successor MOUs between the District and the bargaining units. Resolution No. 21-16 rescinds Resolution No. 21-05.)
- *23. PRESENTATION, DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. 21-12 APPROVING FISCAL YEAR 2021-2022 OPERATING & CAPITAL IMPROVEMENT BUDGET**
(This proposed FY 2021-2022 Budget is now presented to the Board for final adoption.)
- 24. CONSIDER SETTING THE DATE AND TIME FOR A PUBLIC HEARING TO CONSIDER ADOPTING INCREASES IN THE RATES FOR RAINBOW MUNICIPAL WATER DISTRICT SERVICE FEES EFFECTIVE SEPTEMBER 1, 2021**
(This action item is only to set the date and time for the public hearing and authorize staff to release the appropriate public notifications for both the hearing and information on how to protest the rate increase.)
- *25. DISCUSSION AND POSSIBLE ACTION TO APPROVE A VARIANCE FROM MAXIMUM CAPACITY AND 12 MONTH ROLLING AVERAGE REQUIREMENTS IN ORDER TO DOWNSIZE FROM A 1 ½” TO A 1” METER**
(The property owner of APN 172-021-61-00 has requested a variance from Ordinance 19-04.)
- 26. DISCUSSION AND POSSIBLE ACTION REGARDING CHANGE ORDERS TO THE FOLLOWING AS-NEEDED CONTRACTS: LAND SURVEYING SERVICES, CIVIL ENGINEERING SERVICES, REAL ESTATE APPRAISAL SERVICES, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND ENVIRONMENTAL SERVICES**
(District staff proposes a re-allocation of funds among the existing as-needed services contracts with a net change of zero dollars and an extension of one year to the as-needed land surveying services contracts. The requested change orders would enable the District to continue to cost effectively complete projects in the most time efficient manner possible.)


(*) - Asterisk indicates a report is attached.

- *27. CSDA 2020 BOARD OF DIRECTORS ELECTIONS SEAT A**
(Each of CSDA's six (6) networks has three seats on the Board and the candidates are either a board member or management-level employee of a member district located in our Network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) person to represent its Network in Seat A.)
- *28. BOARD MEMBER REQUESTS FOR AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS**

BOARD INFORMATION ITEMS

- *29. STATEMENT OF AUDITING STANDARDS (SAS) 114 PLANNING LETTER**
(The attached letter describes planning stages of the audit for the year ended June 30, 2021.)
- 30. ENERGY PROCUREMENT UPDATE**
- *31. RECEIVE AND FILE INFORMATION AND FINANCIAL ITEMS**
 - A. General Manager Comments**
 - 1. Meetings, Conferences and Seminar Calendar
 - B. Operations Comments**
 - 1. Operations Report
 - C. Engineering Comments**
 - 1. Engineering Report
 - 2. As-Needed Services Expenditures Summary
 - 3. RMWD Sewer Equivalent Dwelling Units (EDU's) Status
 - D. Human Resource & Safety Comments**
 - 1. Human Resources Report
 - E. Finance Comments**
 - 1. Board Information Report
 - 2. Budget vs. Actuals
 - 3. Fund Balance & Developer Projections
 - 4. Treasury Report
 - 5. Five Year Water Purchases Demand Chart
 - 6. Water Sales Summary
 - 7. Check Register
 - 8. Directors' Expenses Report
 - 9. Credit Card Breakdown
 - 10. RMWD Properties
- 32. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING**
- 33. ADJOURNMENT - To Tuesday, July 27, 2021 at 1:00 p.m.**

ATTEST TO POSTING:



 Pam Moss
 Secretary of the Board

6-14-21 @ 11:30 a.m.

 Date and Time of Posting
 Outside Display Cases

(*) - Asterisk indicates a report is attached.

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
MAY 25, 2021**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on May 25, 2021, was called to order by President Hamilton at 12:01 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. *(Due to COVID restrictions the meetings are being held virtually.)* President Hamilton presiding.

2. **ROLL CALL**

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

Also Present: General Manager Kennedy, Executive Assistant Washburn, Finance Manager Largent, Human Resources Manager Harp, Ahmed Khattab.

Absent: Director Gasca, Director Moss.

Also Present Via Teleconference or Video Conference:

Legal Counsel Smith.

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

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

Mr. Kennedy requested an item be added to the agenda titled “Energy Procurement” that was received too late to be included on the agenda and has a short turnaround response time. He suggested this be added as Item #28A. There was no objection to the amendment.

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

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

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

There were no comments.

(*) - Asterisk indicates a report is attached.

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The meeting adjourned to Closed Session at 12:03 p.m.

6. CLOSED SESSION

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

* One Item

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

* One Item

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

Agency Designated Representatives

Tom Kennedy
Karleen Harp
Tracy Largent

Discussions regarding labor negotiations for:

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

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

* Kessner et al., v. Rainbow Municipal Water District, et al.

7. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

This item was addressed under Item #11.

The meeting reconvened at 1:10 p.m.

Time Certain: 1:00 p.m.

8. REPEAT CALL TO ORDER - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on May 25, 2021, was called to order by President Hamilton at 1:10 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. *(Due to COVID restrictions the meetings are being held virtually.)* President Hamilton presiding.

9. PLEDGE OF ALLEGIANCE

(*) - Asterisk indicates a report is attached.

10. REPEAT ROLL CALL

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

Also Present: General Manager Kennedy, Executive Assistant Washburn, Finance Manager Largent, Human Resources Manager Harp (*for meeting start*), Ahmed Khattab.

Absent: Director Gasca, Director Moss.

Also Present Via Teleconference or Video Conference:

Legal Counsel Smith, Engineering and Capital Improvement Program Manager Williams, Operations Manager Gutierrez, Human Resources Manager Harp (*for meeting duration*), Customer Service and Communications Supervisor Gray, Construction and Maintenance Supervisor Lagunas, Senior Accountant Rubio, Project Manager Tamimi, Engineering Technician Rubio, Customer Service Representative Kilmer.

Eleven members of the public were present for Open Session via teleconference or video conference.

11. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Legal Counsel reported the Board met to discuss four items with one reportable action with the Board authorizing initiation of litigation to recover property transferred pursuant to a contract with Blum.

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

President Hamilton noted an Item #28A would be added to the agenda per Item #3.

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

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

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

Jo MacKenzie introduced herself to the Board noting she currently serves on the Board of Directors at both the Vista Irrigation District as well as the California Special Districts Association (CSDA). She mentioned she is up for re-election on the CSDA Board and how part of the re-election process, each of the nine candidates are tasked with reaching out to the various boards to seek their support in the election which was the reason she wanted to address the RMWD Board today. She stated she has the experience, commitment, and proven leadership over the years to continue in this position in representing for the entire Southern Network which includes each of the six southern counties. She shared information regarding some of the upcoming CSDA

(*) - Asterisk indicates a report is attached.

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webinars and conferences, Special District Leadership Academy as well as scholarships available to qualifying agencies. Discussion ensued.

Director Rindfleisch asked staff to research whether there any outstanding CSDA certifications for which he qualifies.

Jon Monday requested the comment he emailed to RMWD be addressed. Mr. Kennedy stated Mr. Monday sent an email asking questions related to the detachment which has been forwarded to the Board of Directors.

Mr. Kennedy responded to one of the questions related to whether desalination hookup would be lost should RMWD detach from SDCWA noting it is true with detachment the connections through which RMWD would receive desalination water would be lost; however, the reality is that the desalinated water would only reach approximately 10% of the FPUD and RMWD service areas. He explained it would be essentially the same situation as it is currently with Metropolitan Water District (MWD) continuing to work on projects that will provide additional resources to the region as a whole.

Mr. Kennedy addressed Mr. Monday's inquiry regarding an article stating 45,000 customers would save approximately \$10 million by switching as he explained the savings are estimated to be \$7-\$10 million depending on how LAFCO determines the outcome. He pointed out RMWD and FPUD have 17,000 combined customers and how the 45,000 was population; therefore, the actual savings per customer would be larger than \$18 per month.

Mr. Kennedy noted Mr. Monday inquired as to whether most of the savings would go to agricultural customers losing access to a long-term, stable water supply. Mr. Kennedy stated due to most of the agricultural customers already receiving discounted rates through the TSWAR program provided by SDCWA, the reality is most of the savings would go to the residential customers.

Mr. Kennedy pointed out Mr. Monday requested a breakdown of single-family residences versus 10+ acre agriculture customers. Mr. Kennedy stated this would be provided over the next couple of months as part of the impact of rates are broken down.

Mr. Monday asked even if it does not get to us, it increases the supply to the whole group and what is the difference between residential and agriculture. Mr. Kennedy explained part of the process in determining whether agencies are able to supply all of the demands involves each agency preparing an Urban Water Management Plan and how the results have demonstrated regardless of whether FPUD and RMWD are a part of SDCWA or Eastern Municipal Water District (EMWD), both have supply portfolios adequate to meet the demands.

Mr. Monday inquired as to the amount of agriculture discount. Mr. Kennedy stated these discounts total approximately \$300 per acre foot on water purchases.

Mr. Monday stated it appears to him the desalination is the only dependable supply and why they do not pay for a long-term solution. Mr. Kennedy explained there is no dispute desalination may or may not become a part of Southern California's future; however, it is very expensive and involves many environmental challenges. He pointed out the high cost of water has put many growers out of business over the past 10-15 years and how agriculture customers value the cost of water over reliability because in the event of a drought, they are able to adjust their crops for a year as opposed to high water costs putting them out of business entirely.

(*) - Asterisk indicates a report is attached.

***15. PUBLIC HEARINGS**

A. PUBLIC HEARING TO SOLICIT PUBLIC INPUT ON THE DRAFT 2020 WATER SHORTAGE CONTINGENCY PLAN (WSCP) INCLUDING DISCUSSION AND POSSIBLE ACTION ON ADOPTION OF RESOLUTION NO. 21-10, APPROVING THE DISTRICT’S DRAFT 2020 WSCP

President Hamilton opened the public hearing at 1:34 p.m.

It was confirmed no comments were received.

Mr. Williams explained staff has been working on updating both the District’s WSCP and UWMP since last Fall and how both are required to be updated every five years per the California Water Code and Department of Water Resources through adoption of two separate resolutions. He noted both plans were released for review and public comment on May 11, 2021, and how a public hearing must be conducted prior to adoption of either of the plans.

Mr. Williams introduced JP Semper with Brown & Caldwell. Mr. Semper shared the presentation titled “2020 Water Shortage Contingency Plan” that was previously presented to the RMWD Engineering and Operations Committee in April.

Director Mack requested clarification as to what would be considered a decorative water feature. Mr. Semper stated this would be something such as a decorative fountain spraying water and exposed to evaporative losses.

President Hamilton closed the public hearing at 1:43 p.m.

There were no additional comments.

Motion:

To approve Option 1 - Open public hearing, take testimony, and close public hearing, adopt Resolution 21-10, approving the 2020 WSCP with any amendments presented at the public hearing, and make a determination that the action identified herein does not constitute a “project” as defined by CEQA.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

(*) - Asterisk indicates a report is attached.

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B. PUBLIC HEARING TO SOLICIT PUBLIC INPUT ON THE DRAFT 2020 URBAN WATER MANAGEMENT PLAN (UWMP) INCLUDING DISCUSSION AND POSSIBLE ACTION ON ADOPTION OF RESOLUTION NO. 21-11, APPROVING THE DISTRICT'S DRAFT 2020 UWMP

President Hamilton opened the public hearing at 1:44 p.m.

It was confirmed no comments were received.

Mr. Williams introduced JP Semper with Brown & Caldwell who shared a presentation titled "2020 Urban Water Management Plan" noting this was an umbrella document with many appendices attached to it such as the WSCP reviewed under Item #15A.

President Hamilton asked if there was a similar 20% reduction in gallons per day usage requirement for the 2020 plan as was the part of the 2015 plan. Mr. Semper explained this requirement was part of the Senate Bill for the Water Conservation Act of 2009 where it was required to calculate a baseline, take a 20% reduction which was to be reported out as part of the 2020 plan which has been met. President Hamilton inquired as to whether there would be a second phase to this requirement. Mr. Kennedy stated the State will be trying to get down to 50 gallons per day or lower for indoor water use which would be difficult for RMWD to calculate due it being inclusive of exterior irrigation.

President Hamilton inquired as to what occurs in the event the approval of these plans is rejected by the Department of Water Resources (DWR). Mr. Semper explained should this occur, DWR would come back in the form questions for clarifications or modifications as opposed to an outright rejection.

Mr. Kennedy pointed out as Mr. Semper indicated, this plan was mainly looking at the supply from SDCWA; however, in RMWD's application and supplemental information submitted to LAFCO as well as in Eastern Municipal Water District's UWMP, supplies for RMWD have been included as optional forecasted potential increase demand so RMWD's detachment to EMWD will be equivalent and identical to this as far as the result of the stress test RMWD will have enough supply in the event of a shortage. He clarified any recasting of the UMWP would not need to be conducted until the next plan is prepared in five years regardless of whether RMWD detaches from SDCWA.

There were no additional comments.

President Hamilton closed the public hearing at 1:56 p.m.

Motion:

To approve Option 1 - Open public hearing, take testimony, and close public hearing, adopt Resolution 21-11, approving the 2020 UWMP with any amendments presented at the public hearing, and make a determination that the action identified herein does not constitute a "project" as defined by CEQA.

(*) - Asterisk indicates a report is attached.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

16. EMPLOYEE RECOGNITIONS

A. Karleen Harp (5 Years)

Mr. Kennedy stated Karleen Harp was one of the best human resources manager with whom he has ever worked and how her fresh insight in terms of how RMWD can do better with its employees has been beneficial. He thanked Ms. Harp for all she has done as he presented her with a plaque and check in recognition of her tenure.

***17. APPROVAL OF MINUTES**

A. April 27, 2021 - Regular Board Meeting

Motion:

Approve the minutes.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

***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)

There was no report given.

(*) - Asterisk indicates a report is attached.

- B. Representative Report (Appointed Representative)**
 - 1. SDCWA**
 - A. Summary of Board Meeting April 22, 2021**

Mr. Kennedy reported it was recently discovered SDCWA may be transcribing some RMWD meetings and how he will request copies of such for possible use as RMWD’s meeting minutes since it was something for which RMWD pays. He also noted the main focus at SDCWA was the rates and budget and how Ms. Largent sent SDCWA a detailed letter regarding the debt policy to which SDCWA responded. He pointed out SDCWA has not yet provided a draft budget for possible ratification. He concluded with mentioning SDCWA Board Members have remitted letters related to their proposed rate increases as well as the issues related to SDCWA meddling with the City of Oceanside’s selection of a proxy and appropriate use of the Brown Act were ongoing.

- 2. CSDA**

Director Mack reported the CSDA Legislative Committee met again at the end of April during which time Assembly Bills were reviewed. He noted AB1447 related to the California Infrastructure Act under which rural agencies could receive money toward pipe replacements. Mr. Kennedy stated RMWD was classified as an urban water system; however, more state and federal monies will become available over the next few years.

Director Mack reported AB399 related to Local Governance Open & Public Meeting – the Local Governance Open & Public Meeting removed some of the translation requirements have been removed for special districts. Legal Counsel confirmed this was part of his written attorney report noting this requirement only applied to cities and counties with population of 250,000 or more.

Director Mack mentioned AB1138 related Unlawful Cannabis Civil Enforcement will now include a \$30,000 fine for water stolen for the purpose of growing illegal cannabis and SB427 regarding Water Theft Enhanced Penalties for situations where construction companies utilize fire hydrant water illegally.

Director Mack noted his disappointment with attending the CSDA Legislative Days in that there were no opportunities to attend various courses.

Mr. Kennedy reported there was a LAFCO candidate forum held during the May 20, 2021, CSDA Quarterly meeting at which President Hamilton gave a pitch for his appointment.

- 3. LAFCO**

Mr. Kennedy reported RMWD paid the filing fees for the Pardee Citro annexation.

- 4. San Luis Rey Watershed Council**

There was no report given.

- 5. Santa Margarita River Watershed Watermaster Steering Committee**

President Hamilton reported the next meeting will be held in July.

(*) - Asterisk indicates a report is attached.

6. ACWA

Director Mack shared some of the issues that occurred with attending the virtual ACWA Spring Conference due to a catastrophic server malfunction with the company providing services to conduct the meeting virtually. He stated several hours had passed before he was notified the first day was rescheduled for Friday resulting in the conference being held over three days as opposed to two. President Hamilton recommended RMWD request a refund for not being able to attend. Director Mack clarified he did listen to the recorded version of the conference on Saturday; therefore, he wanted to know if he would be eligible for compensation for three days.

Director Mack reported he found one of the early forums very informative during which EMWD explained how they lost approximately \$5 million due to the pandemic.

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

1. Board Seminar/Conference/Workshop Training Attendance Reports

President Hamilton reported he participated in the required harassment training arranged by RMWD as well as the CSDA Quarterly meeting. Director Mack agreed the harassment training was very well done.

D. Directors Comments

There were no comments.

E. Legal Counsel Comments

1. Attorney Report: Brown Act and CEQA Update 150152-0005

Legal Counsel summarized the information contained in his written report.

President Hamilton inquired as to whether RMWD could continue to offer means for attending public meetings virtually. Legal Counsel answered once the Governor’s Executive Orders are removed, the existing requirements for the Board Members would apply and offering public members virtual options on a continual basis would be allowable even without new legislation.

19. COMMITTEE REPORTS

A. Budget and Finance Committee

Mr. Nelson reported the committee met on May 11th during which they were provided with an update on the WSUP program as well as the backflow charge investigation process. He noted the committee were provided with presentations on the cost of service study as well as the Operating and CIP budget after which the committee provided input.

B. Communications and Customer Service Committee

Mr. Shute reported the committee met on May 6th during which discussions took place regarding the reduction in call volume and potential improvements, provided feedback on the communications related to the backflow investigation matter, as well as discussed options for collecting customer feedback via surveys.

(*) - Asterisk indicates a report is attached.

C. Engineering and Operations Committee

Mr. Nelson reported the committee met on May 5th during which the committee received an update on the recent reservoir cleanings, Morro mixer progress, and pressure reducing stations installations. He noted the Community Power Resiliency deadline has been extended to March 2022. He mentioned Items #15 and #23 before the Board have been recommended for approval by the Engineering and Operations Committee meeting.

Mr. Williams announced a scoping meeting would be conducted with all interested stakeholders via a Zoom webinar on June 16th which will be open to the public.

PRESENTATIONS**20. COST OF SERVICE PRESENTATION**

Mr. Kennedy introduced Andre Boehling of IB Consulting who gave a presentation on the Cost of Service Study noting the steps taken in preparing the information being provided. She noted it was recommended RMWD have 3-6 months' worth of cash on hand for operating including purchase water costs. She pointed out it RMWD was on target with its capital as well as rate stabilization funds. She reviewed the District's current financial status including how RMWD would be operating in a deficit starting 2022 should no revenue adjustments be implemented. She pointed out by 2023 RMWD will no longer be able to fund capital and operations may be impacted unless revenue adjustments are made. She presented two options for consideration.

Director Rindfleisch asked if IB Consulting was recommending a lower rate adjustment in 2022 or if the 5% represented their recommendation. Mr. Kennedy stated without the 5% it would cascade throughout the subsequent years as well as how this increase would be the first revenue increase to RMWD in almost three calendar years which equates to approximately 1.5% per year. Ms. Boehling added it would be typically recommended to implement the larger increase as soon as possible; however, the current recommendation was modest to provide time for the possible detachment to provide rate relief before passing a significant impact on to the RMWD customers.

Ms. Boehling reviewed the full proposed capital plan noting RMWD was seeking other means for funding its capital projects. Mr. Kennedy pointed out the proposed budget will include funding a grant position as a means to aggressively obtain grant monies.

Ms. Boehling mentioned the regulatory requirements involved with implementing rate adjustments. She reiterated the importance of the Board to understand agriculture makes up 69% and single family 25% of the District's total usage and how this must be taken into consideration when doing the cost of service because so much of the usage is volatile. She pointed out rate adjustments cannot be set in an arbitrary manner, but rather require rationale and justification.

Ms. Boehling talked about the benefits and disadvantages of a uniform rate structure. President Hamilton requested clarification and asked why those customers using less water would pay more. Ms. Boehling explained this would be similar to flat rates and what occurs when rates are tiered. Mr. Nelson pointed out another advantage of using uniform rates would be a step in the direction of coming up with rates allowing RWMD to recover all its operating costs in a relatively equitable manner.

Mr. Kennedy stated it was important to look at the spread between the median and average that shows there are some really big outliers on the high end driving the average upward keeping in mind some customers may have wells.

Mr. Kennedy asked Legal Counsel to comment on the legal risks associated with RMWD moving to a uniform rate structure. Legal Counsel stated it was important for RMWD to be very careful to document and study that with it being uniformed each aspect is clearly linked to the proportional cost of service for the customers and would not affect one customer class in a different way than it affects another customer class in such a way one could argue that it results in one group subsidizing another. Discussion ensued regarding RMWD's various customer classes and considering possible reclassification.

Director Mack noted his preference would be to wait until the remaining Board Members are presented to provide their input prior to making a decision. Mr. Kennedy pointed out this item was informational only.

President Hamilton called for a break at 3:10 p.m.

The meeting reconvened at 3:30 p.m.

21. OPERATING AND CAPITAL BUDGET PRESENTATION

Ms. Largent shared a presentation titled "FY 2021 Rainbow Municipal Water District Proposed Operating Budget and Capital Improvement Program" noting the assumptions include the 5% revenue adjustments as of September 1, 2021, as well as SDCWA increases as of January 1, 2022. Discussion ensued.

Director Mack asked about the 37% increase to Board of Director expenses. Mr. Kennedy pointed out the budgeted amount was in alignment with normal expenditures; however, since there was limited travel last year due to the pandemic, it appears as an increase.

Ms. Largent pointed out changes made to the Capital Projects list since being presented to the Budget and Finance Committee on May 11th.

Ms. Largent pointed out the 5% rate adjustment was necessary this year since RMWD would not see benefit from detachment in the first fiscal year. Discussion ensued.

Director Rindfleisch recommended taking a look at the frequency of main line breaks and the expectation of how much to increase rates over time if the CIP plan was reduced to 80%. Mr. Kennedy explained reviewing the frequency of main line breaks done as part of the Condition Assessment Program. He stated this could all be dialed back; however, the problem will not go away, will make future rate increases that much more, as well as liability insurance tougher to maintain.

Ms. Largent noted staff recommends a five-year maximum rate increase according to Option 1 or 2 go into effect September 1, 2021, to support the Capital Improvement Plan as well as ensure Operating and Capital Reserves are at minimum Board approved levels. She pointed out once in effect, staff would review the revenue requirements annually in conjunction with the budget process, receive direction from the Board on an annual amount of rate increase up to the approved maximum from the 5-year hearing. She added approving a five-year maximum rate increase will reduce staff and consultant time spent on the rate hearing process although rate

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increase notices would be required. She concluded with noting future increases would be dependent upon detachment, detachment timing, as well as grant funding is secured. Discussion followed.

Mr. Kennedy asked for comments be remitted to him or Ms. Largent no later than June 8, 2021.

Director Rindfleisch requested a 70% CIP plan be presented. Mr. Kennedy agreed to prepare such. Ms. Largent pointed out this would require updating the Cost of Service analysis as well as noted concerns with shaving more off the CIP could put the District closer to the third option presented. Mr. Kennedy acknowledged the concern and suggested this be produced for the Board to consider.

BOARD ACTION ITEMS

***22. DISCUSSION AND POSSIBLE ACTION TO CHANGE PROPERTY AND LIABILITY COVERAGE LIMITS TO MITIGATE DRASTIC PREMIUM INCREASES**

Ms. Harp explained RMWD completes a renewal questionnaire for property and liability insurance updating its information and subsequently receive a Rate Indication Letter which is an indication of what SDRMA has determined what RMWD's premium rates would likely be for the following year. She noted last year SDRMA gave RMWD a 40% premium increase for the \$10 million limit which SDRMA stated was due to secondary insurance market rates were impacted due to catastrophic losses around the world including wild fires.

Ms. Harp reported on March 31st RMWD received a Rate Indication Letter from SDRMA dated March 25th indicating a 40% increase followed with a revised Rate Indication Letter dated May 10th indicating a 72% increase. She pointed out these new premiums would be for the exact same coverage the District has had since 2005 and how the deadline to withdraw from SDRMA was April 1 thereby not providing RMWD an opportunity to explore other alternatives. She explained RMWD's total losses over the last ten years paid by SDRMA totaled approximately \$630,000 which was less than the new premium; therefore, staff requested an additional Rate Indication Letter showing the premiums for \$5 million per occurrence for Board consideration. She noted although the rate increase would still occur with a reduction in coverage, it would be mitigated from \$700,000 to \$480,000 which equates to a 19% increase in premiums with half the liability coverage.

President Hamilton asked if staff has received any feedback from any alternative carriers. Ms. Harp confirmed staff is actively working on applying for coverage with alternative carriers with the intention of bringing options to the Board for consideration in a timely manner to ensure meeting enrollment deadlines; however, the soonest RMWD could leave SDRMA would be the following fiscal year. She confirmed RMWD pays the yearly premium in lump sum.

President Hamilton expressed disappointment with SDRMA forcing RMWD to utilize them for coverage. Ms. Harp pointed out SDRMA's bylaws require withdrawn notice no later than April 1st and do not allow for mid-year withdrawal. President Hamilton directed staff to send a protest letter to SDRMA for proving insufficient timing between what the rates RMWD would be facing and ability to cancel the policy.

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Director Mack inquired as to how the increase went from 40% to 72%. Ms. Harp explained it was her understanding that because SDRMA contracts with other major insurance companies, so they themselves are out there applying with other agencies to receive the best rates possible and how between those dates the rates received from their insurers increased. She agreed the rates were unconscionable that they give RMWD a quote on May 10th when the deadline to withdraw was April 1st.

Motion:

To approve Option 1 - Direct staff to reduce the liability coverage limit from \$10 million to \$5 million per occurrence. The fiscal impact would be a reduction in the premium increase by approximately \$219,335 for the 2021-22 fiscal year, and a \$5 million increase in uninsured liability risk. The 2021-22 premium would be approximately \$480,702 for the 2021-22 fiscal year.

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

Vote: Motion passed (summary: Ayes = 2, Noes = 1, Abstain = 0).

Ayes: Director Hamilton, Director Rindfleisch.

Noes: Director Mack.

Absent: Director Gasca, Director Moss.

Mr. Nelson asked if RMWD looked into Palomar Insurance as a viable option in that they had recently undertaken a willingness to take on liability and casualty insurance as well as a mid-size company based out of San Diego. Ms. Harp stated staff has not specifically looked into Palomar Insurance, but would certainly research look at other alternatives including JPIA's to ensure RMWD has other options to prevent being backed into a corner next year.

23. DISCUSSION AND POSSIBLE ACTION TO APPROVE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT FOR THE PROCUREMENT AND INSTALLATION OF SUPERVISORY CONTROL AND DATA ACQUISITION RELATED INSTRUMENTATION, RADIOS, SWITCHES, ENCLOSURES AND THE PROGRAMMING OF THIS EQUIPMENT

Mr. Kennedy noted this item was to provide an update on the Request for Proposal for an upgrade to the District's SCADA equipment. He explained interviews were conducted between staff, Mr. Nelson, and two of the responsive bidders which resulted in the selection of Freedom Automation to upgrade the District's SCADA system which is nearing its end of life.

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Motion:

To approve Option 1 - Appropriate funding and award a Professional Services Agreement to Freedom Automation, Inc. for the procurement and installation of supervisory control and data acquisition related instrumentation, radios, switches, enclosures and the programming of this equipment not to exceed \$348,000.00, make a finding that the project qualifies for Class 1 Categorical Exemption under CEQA, and authorize the General Manager to execute a contract for the procurement and installation of supervisory control and data acquisition related instrumentation, radios, switches, enclosures and the programming of this equipment with Freedom Automation, Inc.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

***24. DISCUSSION AND POSSIBLE ACTION TO APPROVE A LEASE AGREEMENT FOR THE SITE OF THE BONSALL RESERVOIR**

Mr. Kennedy noted this reservoir had been leased by a nearby grower, Mr. Dabbs, for a long period of time. He explained upon staff receiving indication a solar project could be located at this site, Mr. Dabbs was presented with a notice to leave; however, after it became clear the solar project would not proceed anytime soon, staff reached out to Mr. Dabbs to see about a lease extension who has now agreed to pay the market rate of \$1,683 per month to lease the property. He stated if RMWD does not find this is feasible for a solar project, the matter of selling this site will be brought to the Board for consideration.

Mr. Kennedy also pointed out RMWD contracted with Dr. Lon House, a water and energy specialist affiliated with ACWA, who believes there is a way to craft a way to utilize the Beck Reservoir site without having to upgrade the nearby infrastructure as was previously indicated by other consultants. He said staff keep the Board updated as to what RMWD can anticipate with SDG&E once work with Dr. House commences.

Director Mack inquired as to whether RMWD was going to have someone look at the land to determine its best use. Mr. Kennedy stated the property was appraised as well as why the best use was basically is what it today. President Hamilton pointed out the appraisal was provided as part of the agenda packet. Director Mack asked if this land could be utilized for mitigation area. Mr. Kennedy explained because it was not natural, it would be costly to bring it to this status.

Motion:

To accept Option 1 - Approve the proposed lease agreement, authorize the General Manager to execute the lease agreement on behalf of the District, and make a determination that the action before the Board does not constitute a "project" as defined by CEQA.

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

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

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Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

- *25. CONSIDER APPROVAL OF AN AGREEMENT FOR OUT OF AGENCY SERVICE TO TRANSFER WATER AND WASTEWATER SERVICE FUNCTIONS FOR APN 123-230-46-00 FROM RAINBOW MUNICIPAL WATER DISTRICT TO FALLBROOK PUBLIC UTILITIES DISTRICT**

Mr. Kennedy explained a RMWD customer with a single parcel located where no nearby RMWD facilities exist was requesting service from FPUD who nearby facilities. He mentioned FPUD has already approved this agreement and how LAFCO approval was not required but would be notified so the parcel can be included in their next Municipal Service Review.

Motion:

To accept Option 1 - Approve the Agreement for Out-of-Agency Service to transfer Water and Wastewater service functions for APN 123-230-46-00 from Rainbow Municipal Water District to Fallbrook Public Utilities District, authorize the General Manager to execute the Agreement for Out-of-Agency Service on behalf of the District, and make a finding that the action before the Board does not constitute a "project" as defined by CEQA.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

- 26. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE INSTALLATION OF A HELI-HYDRANT FIRE PROTECTION SYSTEM AT PALA MESA TANK SITE**

Mr. Kennedy explained this was an item under consideration for quite some time as well as included in next year's budget; however, as this it became clear the fire season would most likely come sooner and harsher than expected, staff wanted to look at this project now as opposed to July.

Mr. Gutierrez shared a presentation title "Proposed Heli Hydrant Installation" noting this tank would provide opportunity for the fire department to lower their snorkel to access water for fighting fires without having to search for water resources difficult to access. He summarized all of the steps taken in determining the installation location and why Pala Mesa was determined to be best. He also pointed out this would be the first heli hydrant in North County and how it would benefit the fire department as well as the District and its ratepayers. Discussion ensued.

President Hamilton asked why there was no cost sharing with North County Fire and Cal Fire. Mr. Gutierrez noted Cal Fire would be assisting with preparing the location site and North County Fire will be taking this matter to their Board for possible funding to assist with the project.

Director Mack requested pictures be submitted to ACWA for their awards program. It was confirmed a great deal of positive media coverage would be generated once the tank is installed.

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Director Rindfleisch asked if \$150,000 has been earmarked in the RMWD's CIP budget for this project. Mr. Kennedy confirmed it was included in the CIP budget; however, staff wanted to bring this to the Board for consideration now as opposed to waiting until the budget was approved so that upon Board approval, the project could be completed prior to the start of the anticipated fire season. Director Rindfleisch asked if the other agencies do not receive funding, would RMWD pay more. Mr. Kennedy clarified should the other agencies receive funding, the cost to RMWD would be less. Director Rindfleisch stated helicopters have dipped into swimming pools to fight local fires in the past; therefore, he did not understand the urgency for this project. President Hamilton explained although helicopters are able to hover vertically, there are a great deal of areas they do not want to do so because there may not be an out should something fail. Mr. Gutierrez added the fire department operational staff have confirmed having a dedicated water source that meets all the parameters will be easily identifiable by all pilots, including those from outside the area. Director Rindfleisch explained although looking at the overall forecast of expenses raises some questions for him, he agrees the return RMWD would receive was more than worth the expense.

Motion:

To approve Option 1 - Add the Heli-Hydrant project to the District's Capital Improvement Plan, appropriate \$149,728 from the Capital Reserve Fund, and authorize the General Manager to execute the contracts necessary to procure and install the equipment.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

***27. DISCUSSION AND POSSIBLE ACTION REGARDING SPECIAL DISTRICT BALLOT FORM FROM SAN DIEGO LOCAL AGENCY COMMISSION (LAFCO) ALTERNATE SPECIAL DISTRICT MEMBER ON LAFCO COMMISSION**

Motion:

To vote for Hayden Hamilton for the alternate special district member on LAFCO.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

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

There were no requests.

Discussion returned from Item #30.

Mr. Kennedy encouraged any Board Members interested in attending the CSDA Annual Conference in August be sure to contact Ms. Washburn so the necessary accommodations can be made.

Discussion went to Item #31.

28A. ENERGY PROCUREMENT

(This item was added per Item #3.)

Mr. Kennedy stated over the last three years he has been applying for direct access through SDG&E which provides RMWD with the option to procure its energy from other sources. He said RMWD just received notification SDG&E approved RMWD switching to a different wholesale provider of electricity only; however, the deadline to make the final selection and execute contracts was June 4, 2021. He explained due to SDG&E denying any extension to the deadline this item was added to the agenda to provide an opportunity for the Board to consider granting him authorization to switch wholesalers should RMWD find a third party to provide RMWD with energy at or below its current price with hopefully some renewable energy component which will assist with environmental impact as well as public relations and environmental compliance for future projects.

Director Mack asked Mr. Kennedy to email the Board should a new wholesaler be selected. Mr. Kennedy agreed.

Motion:

To authorize the General Manager to enter procurement with Legal Counsel's concurrence and review of any contracts that would produce energy at or below RMWD's current rates.

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

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

Ayes: Director Hamilton, Director Mack, Director Rindfleisch.

Absent: Director Gasca, Director Moss.

BOARD INFORMATION ITEMS

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

A. General Manager Comments

1. Meetings, Conferences and Seminar Calendar

B. Operations Comments

1. Operations Report

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C. Engineering Comments

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

D. Human Resource & Safety Comments

1. Human Resources Report

E. Finance Comments

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

Mr. Gutierrez reported the Water Service Upgrade Project was 54% complete.

Ms. Harp reported CalOSHA was due to vote on new standards to account for vaccinated employees on June 3rd at which time the COVID standards are hopefully significantly reduced.

Ms. Largent reported the interim audit was scheduled to start in the following week.

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

It was noted the budget, successor MOUs, ID 1 public hearing, and an update on the energy procurement will be on the next meeting agenda.

Discussion returned to Item #28.

31. ADJOURNMENT

The meeting was adjourned by Director Hamilton to a regular meeting on June 22, 2021, at 1:00 p.m.

The meeting was adjourned at 4:56 p.m.

Hayden Hamilton, Board President

Dawn M. Washburn, Board Secretary

(*) - Asterisk indicates a report is attached.

**SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING
MAY 27, 2021**

- 8.1 Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.
- 8.2 Approve amendments to the compensation plan for unrepresented employees.
The Board adopted Resolution No. 2021-12, approving compensation plan adjustments for Executive and Senior management, and Confidential employees for the period from July 1, 2021, through June 30, 2023.
- 8.3 Designations for Emergency Assistance and Relief.
The Board adopted Resolution No. 2021-13, a Resolution of the Board of Directors of the San Diego County Water Authority to designate officers and employees authorized to execute certain disaster relief or emergency assistance documents.
- 8.4 Resolution setting a Public Hearing date and Preliminary Assessment for Rates and Charges.
The Board adopted Resolution No. 2021-14 setting the time and place for a public hearing on June 24, 2021, at or after 9:00 a.m., or as soon thereafter as may practicably be heard, during the Administrative and Finance Committee meeting, to receive comments regarding proposed rates and charges to be effective January 1, 2022.
- 8.5 Update of the Water Authority's Statement of Debt Management and Disclosure Policy.
The Board adopted the updated Statement of Debt Management and Disclosure Policy with the additional language of "all costs related to the debt issuance" included.
- 8.6 Energy Procurement.
The Board authorized the General Manager to join San Diego Community Power for non exempted meters at the PowerOn rate schedule.
- 8.7 Adopt positions on various bills.
The Board adopted a position of Support on AB 64 (Quirk), relating to long-term backup electricity supply strategy; a position of Oppose Unless Amended on AB 836 (Gabriel), relating to onsite water reuse systems; a position of Support on AB 1458 (Frazier), relating to lake and streambed alteration agreements; a position of Support and Seek Amendments on SB 482 (Hueso), relating to long-term restoration strategies at the Salton Sea; and a position of Support on SB 559 (Hurtado), relating to canal conveyance capacity restoration.
- 8.8 Agreement with the County of San Diego for Supplemental Water Use Efficiency Incentive Funding.
The Board authorized the General Manager to execute an annually-renewing, five-year agreement with the County of San Diego in a total amount not to exceed \$4,181,035 to provide supplemental incentive funding to customers located in the jurisdiction of the County.

- 8.9 Adoption of Resolution No. 2021-15 to approve Water Authority's 2020 Urban Water Management Plan, Water Shortage Contingency Plan, and Appendix M Addendum to 2015 Urban Water Management Plan.
The Board adopted Resolution No. 2021-15 approving the Water Authority's 2020 Urban Water Management Plan, Water Shortage Contingency Plan, Appendix M Addendum to the 2015 Urban Water Management Plan, and submit the documents to the State of California by July 1, 2021, in compliance with the Urban Water Management Planning Act of the California Water Code.
- 8.10 Approval of Minutes.
The Board approved the minutes the Formal Board of Directors' meeting of April 22, 2021.
- 8.11 Retirement of Director.
Adopt Resolution No. 2021-16 honoring David Cherashore upon his retirement from the Board of Directors.
- 8.12 **CLOSED SESSION: Public Employee Performance Evaluation: General Counsel**
The Board approved the General Counsel contract to be amended so that at any time after September 30 Water Authority can give 30 day's notice, or GC can give 90 days notice, and GC will retire at that time; there will not be a pay increase; and there will not be severance pay.



TO: Rainbow Municipal Water District
FROM: Alfred Smith
DATE: June 22, 2021
RE: Attorney Report: Brown Act and Proposition 218 Update
150152-0005

I. INTRODUCTION.

This attorney report provides an update on recent developments to the Brown Act and Proposition 218. First, Governor Newsom recently announced that Executive Order N-29-20, which relaxed some Brown Act requirements to facilitate virtual meetings, will temporarily remain in effect beyond June 15, 2021.

Second, in *KCSFV I, LLC v. Florin County Water District*, the Third District Court of Appeal invalidated a water district's adopted rate increases, concluding that the district failed to meet its burden under Proposition 218 of establishing that the increases did not exceed the cost of providing water service.

II. BROWN ACT.

In March 2020, as part of a series of emergency measures in response to the COVID-19 pandemic, Governor Newsom signed Executive Order N-29-20, allowing local and state agencies to hold virtual meetings and to make meetings accessible electronically, notwithstanding the open meeting laws in the Brown Act.

With Governor Newsom's announcement that, on June 15, he intends to terminate California's "Blueprint for a Safer Economy" to permit a re-opening of the State, questions arose as to whether the Brown Act Executive Order would expire as well.

On June 2, 2021, in response to a written request by a coalition of local government agencies, the Governor announced that N-29-20 will not terminate on June 15, and that state and local agencies can continue to conduct virtual public meetings as needed. The Governor did not set a new expiration date for N-29-20; however, the Governor committed to provide advance notice of rescission of the order to provide the agencies the time necessary to meet statutory and logistical requirements.

Under the Governor's announcement, state and local agencies may continue to hold virtual meetings and to allow members of the public to virtually observe and comment. Executive Order N-29-20 waived certain provisions of the Brown Act, including requirements that meetings be conducted in physical locations; that a majority of teleconferencing board members are physically present within the agency's jurisdictional boundaries; and that the agenda identifies the locations from which board members participate. These requirements accordingly remain suspended.

III. **PROPOSITION 218.**

A. **Background.**

Proposition 218, approved by voters in 1996, added Articles XIII C and XIII D to the California Constitution. Proposition 218 imposes distinct procedural and substantive limitations. An agency seeking to impose or increase a property-related fee must hold a hearing and send written notice of the hearing to the owner of each affected parcel. The notice must specify the amount of the proposed fee, the basis of calculation, and the reason for the fee. It must note the date, time, and location of the public hearing. At that hearing, the agency must consider protests against the proposed fee or charge. In addition to mandating that the agency consider protests, Proposition 218 establishes a majority protest remedy. If written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels, the agency cannot impose the fee or charge.

Proposition 218 also places substantive limitations on property-related fees. Under these limitations: (1) revenues derived from the fee may not exceed the cost of providing the property-related service; (2) those revenues may not be used for any purpose other than the one for which the fee was imposed; (3) the amount of the fee cannot exceed the proportional cost of the service attributable to the parcel; (4) a fee may not be imposed for a service unless that service is available to the property owner; and (5) a fee may not be imposed upon property owners for a general governmental service, if the service is available to the general public in substantially the same manner as it is to property owners.

B. **Court's Analysis.**

In *KCSFV I, LLC v. Florin County Water District*, No. C088824 (3rd Dist., May 28, 2021), the Board of Directors of the Florin County Water District voted to increase water rates by 50 percent. During the public hearing to consider the fee increase, the District presented data showing that revenues would exceed expenditures in each of the four years following the rate increase, culminating in a net profit of almost \$1.4 million in the fourth year.

Plaintiffs KCSFVI operated a 256-unit residential apartment complex within the district's boundaries. Plaintiffs challenged the rate increase. Plaintiffs alleged they did not receive the required Proposition 218 notice and were accordingly unaware the District was considering a rate increase. Plaintiffs stated they first learned of the rate increase when they received their water bill, indicating their bi-monthly water bill increased from \$10,446 to \$15,624. Plaintiffs further argued that the rate increases did not reasonably or proportionately represent the cost of providing water service.

The Court of Appeal upheld plaintiffs' challenge to the rate increase, finding that the District failed to prove that the amount of the increase did not exceed the cost of providing the water service. Under Proposition 218, revenues from water charges may not exceed either "the cost of providing the property-related service" or the "proportional cost of the service provided to each parcel." (California Constitution, Article XIII D, § 6(b)).

The appellate court found that nothing in the administrative record explained either how the net revenue the District would derive from the rate increase was related to the cost of providing the property-related service or how the water charge was proportional to the cost of providing service to each parcel. The court stated that "in simple terms, the net revenue appears to be a profit after expenses are deducted from revenues."

The Court of Appeal rejected the District's argument that the rate increase was to provide sufficient revenue to pay for the increasing costs of maintenance and operation of the District's water system, and to provide funding for physical plant and distribution system replacement. By simply proposing an increase as a *flat percentage applied to all parcels* within the District, the agency did not provide the basis upon which the increase was calculated. The notice simply stated that the "proposed rates for each classification of property are determined by the cost of providing water service to customers in that classification, based upon the water use characteristics of such property." The appellate court found "this merely states why different rates are charged to different types of properties, but it fails to inform ratepayers *how* the district calculated the flat proposed 50 percent rate increase across all parcels. The notice thus does not comply with the procedural requirement of providing a basis for the proposed rate increase."

The District also argued that the rate increase was justified because the District had been operating at a deficit and drawing funds from reserves to meet its obligations. The District therefore "opted to increase rates to allow for the rebuilding of meaningful reserves." While generally accepting the proposition that reserves may form a component of a property-related charge, the court found nothing in the record that (1) identified or quantified historic or projected reserves needed for the District's services, or (2) showed that the projected net revenue was pledged for any particular purpose. The court accordingly upheld the trial court findings:

“Defendants do not cite to any authority for the proposition that Article XIII D, section 6, subdivision (b)(1) permits the District to charge amounts resulting in net revenue designated for ‘rebuilding of the District’s reserves.’ The plain language of the provision clearly contradicts this argument. The requirement that the revenues shall ‘not exceed the funds required to provide the property related service’ directs an agency to calculate the amounts necessary to provide the subject services, in this case, water services. While conceivably, this requirement could permit charges for operating costs and potentially, for certain capital improvement expenses, it certainly does not allow the District simply to build up net reserves or otherwise create generalized net revenue from a rate increase as the District appears to be doing here. Notably, in the present circumstances, this ‘Net’ revenue is substantial. The administrative record indicates that by the 2019-2020 cycle, as a result of the 50% rate increase that it approved, the District, after having fully paid its projected ‘Total Expense,’ will enjoy a ‘Net’ revenue as much as \$1,376,390. The Court finds that Article XIII D, section 6, subdivision (b)(1) allows no such result.”

The appellate court also rejected the District’s argument that plaintiffs failed to exhaust administrative remedies because the plaintiffs did not present their objections and arguments at the public hearing. The court found that the exhaustion of administrative remedies doctrine did not apply to this case because the District failed to comply with Proposition 218’s notice requirements.

The court ruled that Proposition 218 required the District “to provide ratepayers with notice of the actual amount of the rate increase pertinent to them to allow the ratepayer a meaningful opportunity to determine whether to consent to or oppose it.” The court found that in this case, the District provided only “hypothetical examples” of how a ratepayer’s charges would increase over time. This “hide-the-ball approach to the amount of the rate increase” was incongruent with “the constitutional obligation imposed upon the District to calculate the amount of the charge to be imposed upon each parcel and to provide ratepayers with notice of such amount.” Because the District’s notice did not comply with the procedural requirements of Proposition 218, the Court of Appeal excused plaintiffs from exhausting administrative remedies that would otherwise apply.

C. Conclusion.

The Court of Appeal’s decision stands for the proposition that, while a water district’s reserves may appropriately be included as a component of a property-related fee, the revenues derived from the fee must be required to provide the service, and may be used only for the service.

The decision further holds that water districts bear the burden of proving rate increases do not exceed the costs of providing water service. To carry this burden, water districts must provide evidence identifying the data used, analyzing the cost of service, and demonstrating the reasonableness and proportionality of the rate increase.

Finally, the Court of Appeal's decision confirms that attorneys' fees may be awarded under Proposition 218, where the litigation: (1) served to vindicate an important public right; (2) conferred a significant benefit on the general public or a large class of persons; and (3) imposed a financial burden on plaintiffs that was out of proportion to their individual stake in the matter.

AES

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

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

BACKGROUND

The Board approves the proposed ID 1 standby charges annually.

DESCRIPTION

Ordinance No. 21-02 establishes water availability charges for all of the Rainbow Municipal Water District Improvement District – Improvement District No. 1.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility

ENVIRONMENTAL


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

BOARD OPTIONS/FISCAL IMPACTS

1. Adopt Ordinance No. 21-02.
2. Adopt Ordinance No. 21-02 with revisions.
3. Provide staff with direction.

STAFF RECOMMENDATION

It is recommended the Board of Directors adopt Ordinance No. 21-02.


Tom Kennedy, General Manager

June 22, 2021

ORDINANCE NO. 21-02

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF
RAINBOW MUNICIPAL WATER DISTRICT
ESTABLISHING READINESS TO SERVE WATER SERVICE STANDBY
ASSESSMENTS OR AVAILABILITY CHARGES FOR ALL OF THE
RAINBOW MUNICIPAL WATER DISTRICT
IMPROVEMENT DISTRICT NO. 1**

WHEREAS, the increasing costs of importing water and, in particular, a Readiness to Serve Charge imposed upon the Rainbow Municipal Water District (the "District") by the Metropolitan Water District; and the need for continuing improvement, construction and reconstruction of the District's water storage, treatment and transmission facilities to insure a safe and continuing supply of water to the residents and taxpayers of the District must be met; and

WHEREAS, it is in the best interests of the District that, in addition to taxes and water revenues, certain monies be raised through the imposition of Readiness to Serve Water Service standby availability charges on certain lands within Improvement District No. 1 of the District, whether or not water service is actually being used thereon, and

WHEREAS, such charges are specifically authorized by the Municipal Water District Law of 1911; and

WHEREAS, the Board of Directors ("Board") of the District has previously ordered the formation of an improvement district designated as Improvement District No. 1 of Rainbow Municipal Water District ("Improvement District No. 1") for the purpose of establishing water service standby or availability charges for water and water delivery availability and readiness to serve charges collected from all lands within the District which, when added to rates and charges for water service and capital facility charges collected from newly developing lands within the District, will produce revenues sufficient to meet the cost of importing water as well as ensuring future availability of water supplies to serve the District and to finance the construction and reconstruction of water facilities; and

WHEREAS, a duly noticed public hearing was held by the Board on June 22, 2021, to hear and consider all objections or protests to said readiness to serve water service standby availability charge for Improvement District No. 1, at which time all persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT AS FOLLOWS:

1. The Board of Directors hereby finds and determines that Readiness to Serve Water Availability service is made available to all lands within Improvement District No. 1, and hereby establishes readiness to serve water service standby assessments or availability charges which shall be assessed against all such lands whether water service is actually presently utilized on such lands or not.
2. The water availability charges hereby established in said Improvement District No. 1 for the fiscal year commencing July 1, 2021, and ending June 30, 2022, shall be as follows:

Ten Dollars and Fifty-Four Cents (\$10.54) per acre per year for each acre of land within Improvement District No. 1.

Ten Dollars and Fifty-Four Cents (\$10.54) per year for each parcel of land of less than one acre within Improvement District No. 1.

3. The officers of this District shall, on or before August 1, 2021, furnish in writing to the Board of Supervisors of San Diego County and to the San Diego County Auditor-Controller, a description of each parcel of land within said District upon which said readiness to serve water availability charge is to be levied and collected for the fiscal year 2021-2022, together with the amount of water availability charge fixed on each parcel of land.
4. The Board of Directors, pursuant to Section 71635 of the Municipal Water District Law of 1911, hereby directs the Board of Supervisors of the County to levy, in addition to any other taxes it levies, the readiness to serve water service availability charge in the amounts of the respective parcels as fixed by the Board of Directors.
5. Certified copies of this Ordinance shall be delivered to the Board of Supervisors of the County of San Diego and to said County Auditor-Controller by the Clerk of the Board of this District.
6. The President of the Board of Directors shall sign this ordinance and the Clerk of the Board of Directors shall attest thereto and shall within fifteen days of its adoption cause it or a summary of it to be published in a newspaper of general circulation; and thereupon and thereafter this ordinance shall take effect and be in force upon the effective date of the resolution ordering the formation of Improvement District No. 1 pursuant to California Water Code Section 72014.
7. Ordinance 20-07 is hereby canceled.

Adopted this 22nd day of June 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

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

BACKGROUND

The existing Memorandum of Understanding (MOU) with the Rainbow Employees Association expires on June 30, 2021.

Based on the Board's direction, the General Manager and Human Resources Manager began negotiations on a successor agreement with the designated representatives from the Rainbow Employees Association on February 10, 2021. The District and rainbow Employees Association have reached a tentative agreement on all items included in the successor MOU.

DESCRIPTION

The proposed successor MOU covers the period of July 1, 2021, through June 30, 2026. A copy of the MOU is attached.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Three: Workforce Development – The proposed successor MOU changes or adds several provisions that are consistent with this strategic focus area. Specifically, it will:

- Add student loan repayments to the existing Educational Assistance benefit, as allowed due to changes to Section 127 of the Internal Revenue Code.
 - Fiscal Impact: The benefit amount itself did not change, but employees will qualify to use the benefit even after they have completed school if they have qualifying student loans to repay. Annual costs could range from \$0 to more than \$15,000.
- Add an Out-of-Class Certification Bonus to encourage employees to increase qualifications, making them more versatile and better prepared for cross-training and filling in as needed.
 - Fiscal Impact: Unknown, because it depends on how many employees use the program. Estimated costs are about \$2,400 per fiscal year.

Strategic Focus Area Four: Fiscal Responsibility – The proposed successor MOU improves the District's financial position by:

- Changing the Cost-of-Living Adjustments (COLAs) maximums from 3% to 1.5% for FY 2021-22 and 2022-23 and 2% for FY 2023-24.

- Fiscal Impact: If the CPI-U for San Diego County is greater than these maximum amounts, then it could save the District more than \$140,000 in prevented base pay escalations in the first three fiscal years of the MOU term.
- Restructuring the merit award program to combine base pay and lump-sum award matrices into a single matrix.
 - Fiscal Impact: Exact impact is unknown, as it is contingent upon the results of employee performance reviews, just as the previous program was. The change is designed to maintain a similar annual merit budget of 3%, but with a slight shift in spend from base pay to lump-sum awards, which do not compound year-over-year and are not pensionable. Savings are estimated at \$44,000 for the term of the MOU.
- Changing the Medical Insurance Cost-Sharing formulas to incentivize employees to elect the lower cost medical plans.
 - Fiscal Impact: Unknown because it depends on voluntary enrollment changes. The impact could be negligible savings to estimated savings of \$90,000 over the term of the MOU.
- Changing the Standby Stipend from \$250 per week to \$374 per week and eliminating the Holiday Standby provision.
 - Fiscal Impact: The cost of the weekly Standby stipend will increase by 50% but will be offset by the elimination of the Holiday Standby, which will save a similar amount for a cost-neutral net change.

BOARD OPTIONS/FISCAL IMPACTS

- 1) Approve Resolution No. 21-13 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

Fiscal Impact: Several variables make the exact fiscal impact impossible to predict. Most changes are designed and estimated to be comparable to previous employee compensation and benefits programs or fiscally neutral. However, several items will have a modest fiscal impact or could result in either new expenses or new savings to the District. The total estimated fiscal impact is:

Provision	Potential Increase to Costs, Compared to Current MOU Terms	Potential Savings
COLAs	-	(\$140,000)
Merit Awards	Variable/unknown	(\$44,000)
Health Care Cost Share	\$29,000	(\$468,000)
Increase to Standby Stipend	\$16,344	-
Eliminating Holiday Standby	-	(\$16,375)
Educational Assistance Program	\$15,750	-
Out of Class Certification Bonus	\$2,400	-
Bilingual Pay Stipend	\$5,200	-
TOTAL POSSIBLE FICAL IMPACT	\$68,694	(\$668,375)

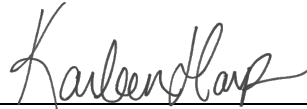
- 2) Approve Resolution No. 21-13 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association with revisions.
- 3) Provide staff with further direction.
- 4) Do not approve Resolution No. 21-13 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

ENVIRONMENTAL

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

STAFF RECOMMENDATION

Staff supports option #1 to Approve Resolution No. 21-13 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.



Karleen Harp
Human Resources Manager

June 22, 2021

RESOLUTION NO. 21-13

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE
RAINBOW EMPLOYEE ASSOCIATION**

WHEREAS, the Rainbow Employee Association has had ongoing negotiations with the Board of Directors through the General Manager for fiscal years 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026; and

WHEREAS, the employees and Board have reached agreement on terms of employment; and

WHEREAS, the terms have been included in the Memorandum of Understanding;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 21-13, approving the Memorandum of Understanding with the Rainbow Employee Association for the term of July 1, 20 through June 30, 2026.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Rainbow Municipal Water District held on the 22nd day of June, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary



RAINBOW
MUNICIPAL WATER DISTRICT
Committed to Excellence



REA



RAINBOW EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2021 - JUNE 30, 2026



Table of Contents

PREAMBLE	1
RECITALS	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 IMPLEMENTATION	2
ARTICLE 3 TERM.....	2
ARTICLE 4 RENEGOTIATION.....	2
ARTICLE 5 NON-DISCRIMINATION.....	2
ARTICLE 6 COMPENSATION.....	3
Section 1 Pay Grades	3
Section 2 Cost of Living Allowance	3
Section 3 Merit Awards	3
Section 4 Late Evaluations	4
Section 5 Promotional Process.....	5
Section 6 Overtime	6
Section 7 Compensatory Time.....	7
Section 8 Call Back.....	7
Section 9 Standby Duty.....	7
Section 10 Safety Leave.....	8
Section 11 Out of Class Pay	10
Section 12 Out of Class Certification Bonus	11
Section 13 Bilingual Pay Stipend	11
Section 14 Retirement Notice Bonus	11
ARTICLE 7 EMPLOYEE BENEFITS	12
Section 1 Medical, Dental, and Vision Insurance	12
Section 2 Retirement Health Care Contribution	15
Section 3 Deferred Compensation Programs	16
Section 4 Life And Disability Insurance.....	17
Section 5 Public Employees' Retirement System	18
Section 6 Education Assistance Program.....	19
ARTICLE 8 PAID TIME OFF.....	19
Section 1 Accrual Rate.....	20
Section 2 Paid Time Off Buy Back	20
ARTICLE 9 OTHER LEAVES	21
Section 1 Holidays	21
Section 2 Civic Duty Pay	22
Section 3 Flex Hours	22
Section 4 Workers' Comp Follow-Up Medical Visits	23
ARTICLE 10 UNIFORMS.....	23
Section 1 Uniforms - All Personnel.....	23
Section 2 Uniforms – Field Personnel.....	23
Section 3 Uniforms – Office Personnel	23
Section 4 Safety Shoes	24
ARTICLE 11 NEW EMPLOYEE BARGAINING UNIT ORIENTATION	24
Section 1 Advance Notice of New Employees' Start Dates	24
Section 2 Access to New Employees during New Hire Orientation	24
Section 3 Access to Employee Contact Information.....	24

ARTICLE 12 ME-TOO CLAUSE25

ARTICLE 13 GRIEVANCE PROCEDURE26

 Section 1 Definitions26

 Section 2 Informal Process26

 Section 3 Steps of the Formal Process26

 Section 4: Additional Rules Applicable to The Grievance Procedure28

 Section 5: Non-Retaliation28

ARTICLE 14 DISCIPLINE PROCEDURE29

ARTICLE 15 SEVERANCE29

ARTICLE 16 MODIFICATIONS, WAIVER.....29

ARTICLE 17 PROVISIONS OF LAW.....30

ARTICLE 18 DISTRICT RIGHTS.....30

ARTICLE 19 ENTIRE AGREEMENT30



PREAMBLE

This agreement made and entered into this 22nd day of June to be effective July 1, 2021 and between Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Employee Association, hereinafter referred to as "Association."

RECITALS

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for prompt and fair settlement of grievances without an interruption of or other interference with the operation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agreed upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 RECOGNITION

The District recognizes the Rainbow Employee Association as representative of the representation unit set forth below, if said Association represents a simple majority of the District's non-management, maintenance, and operations employees. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as required by the Meyers Miliias Brown Act and other laws.

The recognized representation unit shall consist of all full-time non-supervisory and non-confidential employees of the District whose positions are non-exempt. Part-time employees, defined as any employee whose regular work schedule averages fewer than 30 hours per week, are not represented by Rainbow Employee Association and are not covered by the provisions in this Memorandum of Understanding.



ARTICLE 2 IMPLEMENTATION

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to budget the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding;
3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached; and
4. Agreement is signed by the designated District Board of Director and Association representative.

ARTICLE 3 TERM

The term of this Memorandum shall be in effect for five years commencing on July 1, 2021 and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2026.

ARTICLE 4 RENEGOTIATION

In the event that Association and the District desires to negotiate the provisions of a successor Memorandum of Understanding, said party shall serve upon the other no later than January 15, 2026 its written request to commence negotiations. Upon receipt of such written notice, meet and confer shall begin no later than February 15, 2026 unless written notice is given by either party and agreed to by the other party prior to February 15, 2026 agreeing to an alternate starting date. Target date for completion of negotiations is June 1, 2026.

ARTICLE 5 NON-DISCRIMINATION

The District and Association mutually agree that there will be no discrimination against any employee in the application of the terms of this agreement by reason of race, sex, age, physical or mental disability, religion, sexual orientation, gender identity, or any other category protected by applicable federal, state or local law. The District and Association agree that the District is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this agreement, regardless of any provisions of this agreement. The parties recognize and agree fully to protect the rights of all employees covered hereby to join or not join and participate in Association activities.



ARTICLE 6 COMPENSATION

Section 1 Pay Grades

Pay ranges are established in the Rainbow Municipal Water District Non-Exempt Pay Grades. The resulting Pay Grade pay ranges are adopted by separate action of the Board of Directors. Effective on July 1 of each year that this agreement is in effect, the following pay range adjustments will be made:

Non-Exempt Pay Grade ranges shall be increased by an amount equal to the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with a minimum adjustment of .5% and no maximum. The following hypothetical example illustrates how the pay range adjustments would be calculated:

- San Diego-Carlsbad CPI-U as of May 2020: 300 (note this is not the actual number)
- San Diego-Carlsbad CPI-U as of May 2021: 304.905
- The 12-month percent change is 1.635%, so the minimum and maximum of each Non-Exempt Pay Grade pay range would increase by 1.6%

Section 2 Cost of Living Allowance

On July 1 of each year, each employee will receive a base pay Cost-of-Living-Adjustment based on the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with the following restrictions:

- On July 1 in 2021 and 2022, the maximum COLA will be 1.5%
- On July 1 in 2023, the maximum COLA will be 2%
- On July 1 in 2024, the maximum COLA will be 3%
- On July 1, 2025, the maximum COLA will be 3.5%

Section 3 Merit Awards

All employees shall be eligible for consideration for a merit award after one year of employment and each year after that. Merit awards will be in the form of base pay increases unless the award causes the employee's base pay to exceed the maximum pay range for their Pay Grade. If this occurs, the employee will receive a lump sum for the annual equivalent amount exceeding the maximum of the pay grade. According to CalPERS rules, lump-sum merit awards are not subject to CalPERS contributions.

Merit awards will be calculated by averaging the merit award percentage that corresponds with the score in each Performance Factor of the Annual Performance Review, per the following matrix:

Excellence Achieved	6%
Exceeds Expectations	3.5%
Successful	2%
Approaching Success	0%
Unsuccessful	Disqualified



Employees who receive an Unsuccessful rating in any Performance Factor or are on a Performance Improvement Plan will not be eligible for a merit award. The following examples illustrate how a merit award is calculated:

Example Calculation:

Performance Factors	Excellence Achieved	Exceeds Expectations	Successful	Approaching Success	Unsuccessful	Merit Percentage
Responsibility	X					6%
Integrity		X				3.5%
Innovation				X		0%
Professionalism		X				3.5%
Teamwork			X			2%
OVERALL MERIT AWARD						3.0%

If Employee A's base pay is \$40.00, a 3% merit award would bring their base pay to \$41.20 per hour. If the maximum of their pay grade is \$41.20 per hour or greater, then the entire award will be in the form of a base pay increase. Suppose the maximum of their pay grade is less than \$41.20 per hour. In that case, they will receive a base pay increase up to the maximum of the pay grade and a lump sum award for the annual equivalent of the difference. For example, if the pay grade maximum is \$40.50, then the employee's base pay will increase to \$40.50, and they will receive a lump-sum payment of $$.70 \times 2080 = \$1,456.00$

Section 4 Late Evaluations

The District intends to deliver employee evaluations and process merit increases in the same pay period in which the evaluation date lands. Employees will be provided time to prepare and remit self-evaluations before their evaluation date. If the evaluation has not been delivered and processed in the pay period in which it is due, and the employee has submitted their self-evaluation at least two weeks before the evaluation due date, then the District will process the merit award as follows:

Employees eligible for base pay increases: The employee will receive a 2% presumptive base pay merit award on the pay period after the review was due, even if the review has not been delivered. When the evaluation is delivered, any difference between the employee's actual merit award and the 2% award will be paid retroactively to the evaluation effective date. Suppose the employee's actual merit award is less than 2%. In that case, their base pay will be corrected to reflect the actual merit award, but they will not be required to repay the difference that had already been paid. For example:

- If Employee A's review date is January 27, and the pay period ends on January 29, the District will make every effort to deliver it and process it for the pay date of February 4. If it has not been processed in time for the February 4 pay date, then Employee A will receive a 2% presumptive merit base pay increase on the following pay cycle, which would be for the pay period ending February 12.
- If Employee A's actual merit award is 2.3%, then they will receive retro pay for the .3% difference.

- If Employee A's actual merit award is 1.2%, and their base pay had been \$23 per hour, a 2% presumptive merit award would have increased their base pay to \$23.46. However, since their actual merit award is only 1.2%, their base pay will be adjusted to \$23.28. However, they will not be required to pay back the difference.

Employees eligible for lump-sum merit awards: If the employee is eligible for a lump sum merit award, then the District will add 1% to the merit award for every pay period it is delayed. For example, if the employee's lump-sum merit award is \$1,750, but it is processed three pay periods after it was due, they will receive an additional 3% of \$1,750, or \$52.50.

Section 5 Promotional Process

Eligibility

Supervisors or Managers may recommend employees for promotion when the employee has demonstrated the knowledge, skills, and abilities required for the promotional classification, has achieved the required certifications, their most recent performance review had a Successful or higher rating in every category, and there was no disciplinary action within the past year.

Promotional Increases

Standard promotional increases are 5% per pay grade. The General Manager may authorize a higher amount in unusual circumstances or if it is necessary to stay within the designated pay grade.

Timing Of Promotions

Promotions may occur at any time and are not required to coincide with the performance review cycle.

With a Review:

Suppose a promotion coincides with the performance review, meaning that it has the same effective date and is communicated to the employee at the same time. In that case, the merit award will be calculated first, and then the promotional rate will be calculated. There will be no change to the review date. See chart below for calculation examples for Employee A.

Mid-Year Promotions:

First Half: If an employee is promoted within the first half of their evaluation period, an early review will not be given, but the employee's annual evaluation date would be adjusted to reflect the promotional date. The subsequent merit award will then be calculated to account for the additional months since the last performance review. If an employee is promoted three months after their review, then when their following review occurs, 15 months will have passed. The employee will then receive 15/12ths of their merit award. See chart below for calculation examples for Employee B.

Second Half: If an employee is promoted within the second half of the evaluation period, they will receive a performance evaluation for the time worked between their previous review date and the date of the promotion. Any merit award will be pro-rated based on the number of months worked before the promotion. For example, a performance evaluation given nine (9) months into the review period would be pro-rated at 9/12ths of the regular annual merit award. See chart below for calculation examples for Employee C.

Effective Date/Action	Employee A	Employee B	Employee C
January 15 Annual review- 3% merit	\$30 to \$30.90 / hour	\$30 to \$30.90 / hour	\$30 to \$30.90 / hour
January 15 Promotion- 5% increase	\$32.45 / hour	-	-
April 15 Promotion- 5% increase	-	\$32.45 / hour	-
July 1 COLA – 1.5%	\$32.94 / hour	\$32.94 / hour	\$31.36 / hour
October 15 Pre-promotion review (9/12ths of 3% = 2.25%)	-	-	\$32.14 / hour
October Promotion- 5% increase	-	-	\$33.74 / hour
January 15 Annual review- 3% merit	\$33.93 / hour	-	-
April 15 Annual review-(15/12ths of 3% = 3.75%)	-	\$34.18 / hour	-
July 1 COLA – 1.5%	\$34.44 / hour	\$34.69 / hour	\$34.25 / hour
October 15 Annual review- 3% merit	-	-	\$35.28 / hour

Section 6 Overtime

Rate

Except as otherwise provided in this agreement, any employee covered by this agreement shall be paid at the rate of one and one-half times their regular rate of pay for all hours of work over:

- Nine (9) hours per day Monday through Thursday
- Eight (8) hours per day on Fridays
- Forty (40) hours per workweek.

Employees will be paid at a rate of double their regular rate of pay for all hours of work over:

- Twelve (12) hours per day
- More than eight (8) hours on Sunday if the employee worked consecutively through the previous Monday through Saturday.

Suppose an employee's overtime work period extends beyond a minimum of eight (8) consecutive hours and the work period extends past the start of the next work shift. In that case, the employee will be paid overtime until they are released to go home. Overtime worked on holidays will be paid according to the terms in the section titled "Holidays" in this MOU.

Scheduling

All overtime hours worked must be approved by the employee's immediate supervisor. Immediate supervisors will make every attempt to release employees as soon as practical. Overtime shall be distributed equally as practical among the employees within the divisions of the District, except where emergencies or other existing conditions make equalization impractical or inefficient for the division.

Section 7 Compensatory Time

When any non-exempt employee works overtime, the employee may elect to accrue Compensatory Time Off instead of cash payment for the overtime worked. The amount of Compensatory Time Off will be based on the applicable overtime rate (one and one half or double the regular rate of pay as specified in the Overtime Section).

No employee shall be allowed to accumulate over 50 hours of compensatory time. Any time over 50 hours shall not be eligible for accumulation and shall be included as hours paid in the employee's paycheck for the pay period earned.

Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and their immediate supervisor; permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.

All unused compensatory time will be paid out on the last pay date in December of each year. Employees will have the option to cash out Compensatory Time Off on the last pay date in June of each year.

Upon separation from the District, employees shall be paid 100% of their accumulated compensatory time balance at their present rate of pay.

Section 8 Call Back

Definition

Call back pay work is defined as the time required of an employee who completes the employee's regular workday and departure from the District and is ordered to report back to duty to perform necessary work. Suppose an employee is called, and the call back situation can be resolved by telephone without the employee returning to the District. In that case, the employee shall record the actual time spent resolving the matter on their timesheet. An employee will be paid for hours worked as specified in the Overtime Section.

Minimum Hours for a Call Back

Employees responding to a call back shall record the actual number of hours worked on the callback. Two (2) hours are the minimum number of hours recorded on their timesheet for the work performed, including travel time to a maximum of hours 30 minutes each way.

Section 9 Standby Duty

When an employee is assigned to Standby Duty, a daily stipend of \$44 for regularly scheduled workdays and \$66 for Fridays, weekends, and District observed holidays would be paid. The stipend pay is the consideration for performing daily Standby Duties of an incidental nature and increment of time ("Incidental time"). Incidental time includes but is not limited to short phone calls, and reading or responding to email or text messages, or filling out required paperwork that takes five (5) minutes or less of the employee's time. Incidental time included in the stipend is not eligible for additional pay unless the cumulative incidental time for the workweek collectively exceeds one hour. However, incidental time which exceeds one hour in a workweek will be compensated.

Holiday Pay

The Operations Manager may assign more than one employee to be on Standby on holiday weekends. Suppose additional employees are assigned to be available for Standby on a holiday weekend. In that case, they will be paid the same daily Standby Stipend for each day they are assigned Standby. Employees on Standby Duty who work overtime on a District recognized holiday or Easter Sunday will be paid according to the holiday pay provisions in Article 9, Section 1.

Pay for Time Worked Outside of Regular Hours

Employees will be paid for the actual time worked outside of the employee's regular hours when responding to an alarm or call at the applicable pay rate. Other than the stipend, employees on Standby Duty will not be compensated if the employee does not perform any work.

Water Operations Standby Duty

For employees assigned to Water Operations Standby Duty, the approved time allowed to perform the routine daily Standby Duty tasks after the System Operator's regular working hours associated with monitoring the system and performing daily flow changes will be as follows:

- Up to 1 hour per day on regular workdays, paid at the applicable rate of pay.
- Up to an additional 1 hour per day on Fridays off and weekends at the applicable pay rate.

When the Operator cannot resolve an issue remotely and has to drive in to perform work, they will be compensated for roundtrip travel time to and from the site location to resolve the issue. The Operator will not be compensated for non-business-related travel time at any time.

While on a call-out, if the Operator receives the second call-out, the Operator will be paid for actual time spent traveling to the second call, resolving that call-out, and for the travel time to their residence. Time for the previous call-out will end when the Operator starts responding to the second call-out.

When alarms or calls occur between 11:00 PM and 5:00 AM, the Systems Operator will be paid for a minimum of 30 minutes to respond.

Section 10 Safety Leave

Definition: A minimum amount of non-work hours following a non-scheduled or scheduled work shift. Non-scheduled work is when notification to work is provided with less than 24-hour advance notice. Scheduled work is when notification to work is provided with at least 24-hour advance notice.

Excessive fatigue due to prolonged work periods or insufficient rest between work periods can lead to accidents, injuries, and even death. It is in the best interest of both the District and each employee to prevent excessive fatigue on the job. To this end, this policy will outline how extended work periods will be managed at the District.



Required Time Off

Safety Leave is non-working hours to allow employees adequate rest after working long overtime shifts. Safety Leave is considered hours worked for purposes of PERS reporting.

Eligibility

Safety Leave will be awarded to employees who work extended overtime to ensure that they have an appropriate amount of rest between shifts.

Maximum Shift

The maximum length of time any non-exempt employee may work in any given work period is 18 hours. A work period is defined as a 24-hour interval starting at the employee's usual start time on any given day. If you usually start at 6:30 AM, this period goes until 6:30 AM the following day.

Continuous Shift

After a continuous shift of 18 hours (excluding meal breaks), the employee must have a mandatory rest period equal to the length of the next day's scheduled shift. For example, an employee who starts at 6:30 AM works 18 hours (leaving at 1:00 AM) and is scheduled for 9 hours the following day may report back to work no earlier than 10:00 AM the following day. The employee will be awarded three and one-half hours of Safety Leave to make up the difference between the usual start time and the mandatory earliest report time (6:30 AM to 10:00 AM).

Safety Leave After Call Back

If an employee is called back to work for an overtime event after concluding a regular shift, the minimum rest period after concluding this overtime shift will be based on the following table:

Length of Overtime Shift	Minimum Rest Period
9 or More Hours	Length of Next Day's Scheduled Shift
7-8 Hours	8 Hours
5-7 Hours	7 Hours
3-5 Hours	5 Hours
Less Than 3 Hours	None

Notification of Safety Leave

Suppose the employee is given Safety Leave at or before the beginning of their regular shift. In that case, the person responsible for overseeing the job is responsible for informing the other Supervisor of the employee being granted Safety Leave. Once an employee has been dismissed from the job, they are not personally required to notify their Supervisor that they are on Safety Leave.

The person running the job site is responsible for notifying the Supervisor or Manager when an employee(s) has worked 16 hours in a 24-hour period and need(s) to be relieved for Safety Leave within the next two hours. The Supervisor or Manager is responsible for taking appropriate action to ensure that the employee(s) does/do not exceed 18 hours.

Reporting Back to Work

The employee may report to work at the adjusted report to work time or can choose to take additional time for rest. Note that in certain circumstances, especially during periods where the employee is needed for urgent work, the immediate supervisor may require the employee to return to work after their Safety Leave.

Additional Time Off

Suppose the employee voluntarily chooses to extend their rest period. In that case, the employee may choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

Anticipatory Safety Leave

The Operations Manager has the authority to grant safety leave in anticipation of shift changes for special projects and emergency shift changes with less than 24 hours notice so that employees may rest before reporting to work for night shifts.

Discretionary Rest Period

Any employee reporting to work who appears too fatigued to work safely, regardless of whether they worked overtime or not, is subject to being sent home for rest at their direct Supervisor's discretion. In the interest of the safety of all employees, supervisors have the responsibility to ensure that each employee is not going to pose a hazard to others due to excessive fatigue. Employees sent home for rest can either choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.



EOC Activation

In the event of an emergency and activation of the Emergency Operations Center (EOC) is declared by the General Manager, all mandatory maximum work periods and minimum rest periods are subject to the discretion of the General Manager and Department Managers. Work periods and rest periods will be determined on a case-by-case basis as the District's immediate needs require.

Section 11 Out of Class Pay

An employee specifically assigned in writing to perform the duties of a higher-level position for one whole workweek or more shall be compensated an additional 5% of the employee's current rate of pay for each pay grade that the Out-of-Class job is above the pay grade of the employee's regular job classification.

For example, suppose an employee whose regular job classification is in pay grade N4. They are given an Out-of-Class assignment to fill in for a position in pay grade N5. In that case, they will receive 5% Out-of-Class pay. If they fill in for a position that is in pay grade N6, they will receive 10% Out-of-Class pay.

Suppose the Out of Class assignment extends beyond 60 days. The Out of Class employee is filling in for another non-exempt position. In that case, the Out of Class pay shall be the greater of 5% per pay grade difference or the minimum of the pay grade for the job they are working Out of Class.

The department manager is responsible for completing the Personnel Action Notice and submitting it to the Human Resources Manager for processing as soon as the Out of Class assignment has been made. The employee and their bargaining unit representatives will be notified in writing at the beginning and end of their Out of Class assignment. After such an assignment, the employee shall be restored to the employee's former classification.

Section 12 Out of Class Certification Bonus

A one-time certification bonus of \$200 will be awarded to an employee for achieving job-related certifications beyond those required for their current job classification, as long as the certification appears in any other job description within the same division, or it has been pre-approved as relevant to the employee's job by their Manager.

Divisions are currently defined as Operations, Engineering, Finance, Administration, Human Resources, and Information Technology. The District reserves the right to modify or move Job Classifications, Departments, and Divisions at the General Manager's discretion. The District will meet and confer with the bargaining units on the impact of these changes if they occur.

Section 13 Bilingual Pay Stipend

A \$25 weekly stipend will be awarded to bilingual employees who work in specific job classifications, subject to the terms below:

- Eligible job classifications are those where the primary job functions require frequent, direct communication with customers or members of the public, in a setting where the use of a translation app is not possible or practical, such as over the phone.
- Bilingual pay is not available for positions that may use bilingual skills on an incidental or occasional basis or where customer contact is less than 10% of work time.
- Employees whose positions do not qualify above but who take Water or Wastewater Standby Duty will be eligible for the Bilingual Stipend on the weeks they are assigned Standby Duty.
- Eligible languages include any language that more than 10% of the population served by the District speaks as their primary language. Currently, Spanish is the only qualifying language.
- Employees must pass a District-selected language assessment to demonstrate proficiency before becoming eligible for the Bilingual Pay Stipend.
- The effective date of the stipend is the first whole work week after the employee passes the assessment.

Section 14 Retirement Notice Bonus

To encourage and reward advance notice of an employee's intent to retire, the District will pay a \$1,000 Retirement Bonus for employees who give more than six months' notice of the intended retirement date in writing. The bonus shall be paid on the employee's last day worked, provided the actual date is within one month of the date given in the Notice of Intent to Retire.

Notices of Intent to Retire may be rescinded within 28 days of submittal. After that point, the District begins to expend considerable time and monetary resources to prepare for the employee's retirement. Therefore, the notice cannot be rescinded after 28 days. If an employee rescinds their Notice of Intent to Retire, they will forfeit their eligibility for the Retirement Notice Bonus in the future.

ARTICLE 7 EMPLOYEE BENEFITS

Section 1 Medical, Dental, and Vision Insurance

The District shall offer affordable group medical, dental, and vision insurance plans to all full-time employees. The District's contribution towards the cost of the insurance premiums will vary based on which health plan and which coverage tier the employee selects.

Due to the possible volatility of the health insurance market, the parties agree that certain circumstances may warrant renegotiating the terms of this Section of this Article before this contract expires. The following circumstances may trigger a renegotiation of this Article:

- If the health plans the District offers become unavailable due to factors outside the District's control, such as unilateral changes imposed by an insurance carrier;
- If premium costs for an offered plan increase by more than 15% in a single year;
- If the parties desire to seek comparable plans with lower premium costs from other insurance carriers.
- If any of these conditions occur, the District will notify the bargaining unit President in writing of the District's intent to renegotiate this Section of this Article no later than August 15 for changes to be effective in the following plan year.

Health Savings Account Deposits

Employees who elect to enroll in either the Anthem or Kaiser Consumer Driven Health Plans will be eligible to enroll in Health Savings Accounts. Health Savings Accounts may be used to pay for out of pocket medical, dental and vision care expenses including copays, prescriptions, and other qualifying expenses per IRS regulations.

On the first banking day of the calendar year, the District will make deposits into the Health Savings Accounts on behalf of the eligible employees. The amount the District will fund depends on the employee's coverage tier, as follows:

Plan Selected	Amount Funded into HSA		
	Employee Only	Employee + 1	Family
Anthem CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800
Kaiser CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800

Employees may elect to contribute additional funds into their Health Savings Accounts through payroll deductions, up to the IRS annual contribution limits.

One-Time Enrollment Incentive HSA Contribution

As an incentive for employees who switch from either the Anthem HMO or Anthem PPO plan into either the Anthem CDHP or Kaiser CDHP plan during the Open Enrollment period for the plan year that begins January 1, 2022, the District will make a one-time additional deposit into the employee's Health Savings as follows:

- Employee-Only coverage: \$1,000
- Employee + 1 or Family Coverage: \$1,200

This provision is only available for the specific plan enrollment changes and plan year above. It will not be offered for any plan changes after that.

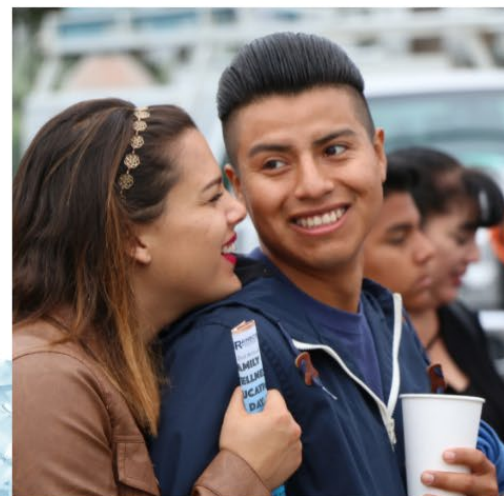
Employee Only Coverage

Beginning with the plan year that begins January 1, 2022, the District will pay 100% of the premium costs for employee-only coverage, up to the total cost of the middle plan for employee-only coverage, including District Health Savings Account contributions. Suppose the employee selects one of the two more expensive plans. In that case, the employee will contribute the difference in cost between the middle plan and the higher cost plan through payroll deductions.

Calculation example for employee-only coverage is as follows:

Plan Ranking	Plan Name (example only, ranking could change annually)	Premium cost* *example only	District HSA Contribution	Employee Cost (annually / 24 pay periods)
First plan (least expensive)	Kaiser CDHP	\$7,000	\$1,500	FREE
Second Plan	Kaiser HMO	\$9,000	n/a	FREE
Third Plan (middle plan)	Anthem CDHP	\$9,000	\$1,500	FREE
Fourth Plan	Anthem PPO	\$11,000	n/a	\$500 / year \$20.83 / pay pd
Fifth Plan (most expensive)	Anthem HMO	\$12,000	n/a	\$1,500 / year \$62.50 / pay pd

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Dependent Care Coverage

The District will contribute towards total costs for the Employee + 1 or Family coverage tiers, including premiums and HSA contributions, at varying levels based on the plan selected, according to the chart below.

Plan Ranking	District Contribution to Total Costs	Employee Cost Share
First plan (least expensive)	100%	FREE
Second Plan	85%	15%
Third Plan (middle plan)	85%	15%
Fourth Plan	80%	20%
Fifth Plan (most expensive)	80%	20%

The Plan Rankings will be determined independently for each coverage tier, and the rankings for Employee + 1 and Family coverage may or may not be the same and may change from year to year.

The following example illustrates how the cost share for dependent care coverage will be calculated:

Plan Ranking & District/EE Cost Share	Plan Name* (example only, ranking could change annually)	Coverage Tier	Annual Premium Cost* (example only)	District HSA Contribution	District Cost Share	Employee Cost Share
First plan (100%/0%)	Kaiser CDHP	Employee + 1	\$12,000	\$2,800	\$14,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Employee + 1	\$16,500		\$14,025	\$2,475
Third Plan (85%/15%)	Anthem CDHP	Employee + 1	\$17,000	\$2,800	\$16,830	\$2,970
Fourth Plan (80%/20%)	Anthem HMO	Employee + 1	\$21,000		\$16,800	\$4,200
Fifth Plan (80%/20%)	Anthem PPO	Employee + 1	\$22,000		\$17,600	\$4,400
First plan (100%/0%)	Kaiser CDHP	Family	\$17,000	\$2,800	\$19,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Family	\$22,500		\$19,125	\$3,375
Third Plan (85%/15%)	Anthem CDHP	Family	\$23,000	\$2,800	\$21,930	\$3,870
Fourth Plan (80%/20%)	Anthem PPO	Family	\$28,500		\$22,800	\$5,700
Fifth Plan (80%/20%)	Anthem HMO	Family	\$29,500		\$23,600	\$5,900

Dental and Vision Insurance

The District will cover 100% of the premium for employees and dependents

Section 2 Retirement Health Care Contribution

Employees hired after July 1, 2012, will not be eligible for Retirement Health Care Contributions.

Employees hired before July 1, 2012, will be eligible for Retirement Medical Contributions if they elect not to participate in the District's 401(a) retirement savings plan.

For eligible employees, upon retirement at age 50 or older and with a minimum of ten (10) years of continuous service with the District, the District agrees to a Retirement Health Care Contribution of up to \$363.00 per month towards the retired employee's or up to \$726.00 per month for the retired employee and retired spouse's actual insurance premium costs, until each become eligible for full Medicare coverage. Suppose either the retired employee or retired spouse becomes eligible for Medicare. In that case, the contribution will be reduced to \$363.00 per month until both the retiree and retired spouse become eligible for Medicare. The assistance period for either the retired employee or the retired spouse will be for a maximum of ten (10) years.

There will be two methods of receiving the Retirement Health Care Contribution:

Reimbursement

Retirees and their retired spouses may purchase health care coverage outside of the District's group health plans. The District will reimburse them for the actual cost of health and dental insurance premiums, up to the established limits above. Retirees must submit receipts or other proof of payment to the Finance Department to receive this reimbursement.

Continuance on District Plans with Retiree Cost-Sharing

Retirees eligible for the Retirement Health Care Contribution will have the option to remain on the District's group insurance plans offered through ACWA-JPIA and have the Retirement Health Care Contribution amount applied towards the monthly premium costs, as long as the following conditions are met:

- The retiree will be responsible for paying the difference between the actual premium costs and the District's Retirement Health Care Contribution by the first day of each month. A 2% administration fee will be charged for all late payments. Failure to pay the retiree's share of the premiums within 30 days after the due date will result in the cancellation of coverage. Retirees and spouses whose coverage is canceled for non-payment will not be eligible for reinstatement in the group plan.
- Employees who wish to continue on District Plans in retirement must notify the District before the date of retirement and will transfer directly from active status to retired status on the group plan with no lapse in coverage.
- Employees must enroll in the plan they wish to retire into during the Open Enrollment period before retirement. After this point, the only allowable changes are as follows:
 - A retiree may disenroll at any time but may not re-enroll at a later date.
 - A retiree may delete a dependent at any time but may not re-enroll the dependent later.
 - Suppose a retiree on an HMO plan relocates to a non-HMO service area. In that case, they will be allowed to enroll in a PPO or CDHP plan. If the retiree moves back into the HMO service area, the retiree may re-enroll in the HMO.
 - The retiree may change from a plan with higher monthly premiums to a plan with lower premiums at any time. However, this election is irrevocable, and they may not switch back.

- Unmarried retirees may only remain on the group plan until they reach Medicare eligibility age.
- For married retirees, the spouse who reaches Medicare eligibility age first must enroll in Medicare A & B for the spouse who is not yet eligible for Medicare to remain on the group plan. Once both the retiree and spouse have reached Medicare eligibility age, they are no longer eligible to remain on the group plan.
- If a retiree reaches Medicare eligibility age before their spouse and fails to enroll in Medicare A & B, both the retiree and their spouse will become ineligible to continue on the group plan. The spouse will then be eligible to enroll in COBRA and may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
- Suppose the retiree becomes deceased while enrolled in Retiree Coverage. In that case, the surviving spouse will lose eligibility for retiree coverage on the group plan but will become eligible to enroll in COBRA. A surviving spouse may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
- Since coverage on the District's plans must be continuous, past retirees cannot re-enroll in the District's plans. COBRA coverage does not count as continuous coverage.
- If the District's Retirement Health Care Contribution amounts above fail to meet the minimum contribution amounts required by ACWA-JPIA (currently 25% of the least cost retiree-only plan for which the retiree is eligible), then the option to continue on District plans will discontinue. Retirees will need to access this benefit through the reimbursement method.



Section 3 Deferred Compensation Programs

401(a) Plan

The District agrees to establish a 401(a)-retirement savings account to assist employees in saving for retirement medical or other retirement expenses. The District will fund the 401(a) accounts as follows:

Employees hired before July 1, 2012, may elect to participate in the 401(a)-matching program instead of the Retirement Health Care Contribution program. No employee may participate in both programs. The District will match employee contributions to the 401(a) account per the following terms:

0 – 5 years of service:	\$50 per pay period
5-10 years of service:	\$75 per pay period
10-20 years of service:	\$100 per pay period
Over 20 years of service:	\$125 per pay period

Employee contributions to the 401(a) account will be on a post-tax basis. The employee may contribute additional funds subject to IRS annual limits. The District's matching funds will be tax-deferred. The District's initial deposit and matching funds will be tax-deferred and will become vested per the following vesting schedule:

1 year of service = 20% vested
2 years of service = 40% vested
3 years of service = 60% vested
4 years of service = 80% vested
5 years of service = 100% vested

If an employee leaves the District's employment before the District's contributions to the 401(a) account have become 100% vested, then the unvested funds will be forfeited and returned to the District. Employee contributions to the 401(a) account will be on a post-tax basis. The employee may contribute additional funds subject to IRS annual limits.

457(b) Plan

The District will provide a dollar-for-dollar match of up to \$100.00 per pay period per employee into a 457(b)-retirement savings account. The employee may contribute additional unmatched funds through payroll deductions, subject to IRS rules.

Section 4 Life And Disability Insurance

The District shall pay for employees' life, short and long-term disability insurance.

Section 5 Public Employees' Retirement System

The District participates in the California Public Retirement System (CalPERS). All employees hired at the District before January 1, 2013, are under the CalPERS miscellaneous formula of 2.5% @ 55. The final compensation is the highest average pay rate and special compensation during any consecutive one-year period. The employees contribute 8% of their annual salary.

A full-time new employee hired on or after January 1, 2013, will be subject to the Public Employees Pension Reform Act (PEPRA). A new employee who is also a "New Member" to CalPERS will participate under the mandatory miscellaneous formula of 2% @ 62. The final compensation is the highest average pay rate and special compensation during any consecutive three-year period. The employee contributes 50% of the normal cost established by CalPERS as outlined in the Public Employees' Pension Reform Act of 2013 (PEPRA).

Under the PEPRA, a "New Member" is defined as:

- An individual hired on or after January 1, 2013 and has no prior membership in any California public retirement system.
- An individual whom a different CalPERS employer rehires on or after January 1, 2013, after a break in service greater than six (6) months.
- An individual who is brought into CalPERS membership for the first time on or after January 1, 2013 and is not eligible for reciprocity with another California public retirement system.

Suppose a former CalPERS eligible employee of the District has a break in service of more than six (6) months but returns to service with the same District. In that case, the former employee will not be considered a new member under PEPRA.



Section 6 Education Assistance Program

The District will reimburse employees for qualified educational costs for their own education, including tuition, books, fees, and student loan repayments. This reimbursement will be tax-free under the provisions of Section 127 of the Internal Revenue Code.

For employees who have worked 0-3 years, the District will reimburse up to \$2,500.00 per calendar year for qualified educational expenses.

For employees with three or more years of service at the District, the District will reimburse employees up to \$5,250.00 per calendar year for qualified educational expenses.

To determine eligibility, the following requirements must be met:

- Courses taken during employment must be pre-approved courses of study leading to attaining a degree or accreditation or providing the course of study is pertinent to the employee's position at the District.
- Courses must be completed with a "C" grade or higher. A "pass" will be accepted for classes where a pass/fail grading system is used.
- The class's end date will be the date used to calculate the employee's length of service and in which calendar year the reimbursement will be applied.
- Employees are required to submit applications to their immediate Supervisor or Manager and get approval before starting courses for which educational assistance is requested.
- Requests for reimbursement must be submitted within 30 days after completion of the course. Suppose an employee leaves District employment before completion of the approved course. In that case, the District will not reimburse the employee for the course.
- No assistance will be made if the employee utilizes other reimbursement sources (i.e., GI Bill) to pay for the course or portions of the course.
- For student loan reimbursements, qualified education loans must have been for the employee's own education. The loan must have been used to obtain a Certification or Degree relevant to the employee's job with the District. Proof of completion of the Degree and student loan payments will be required to obtain reimbursement. The student loan reimbursement shall remain in place as long as it is permitted under Internal Revenue Code Section 127.

ARTICLE 8 PAID TIME OFF

Section 1 Accrual Rate

Paid time Off shall be granted to each employee and shall be accrued as follows:

Length of Service	Accrual Rate Per Pay Period	Annual Accrual Equivalent	Maximum Accrual
Up to 4 years	7.69 hours	200 hours	400 hours
4 – up to 9 years	9.23 hours	240 hours	480 hours
9 years and above	10.77 hours	280 hours	560 hours

Employees may accumulate Paid Time Off up to a maximum of two times the employee's annual entitlement. Upon reaching the maximum accrual, PTO hours will no longer accrue until they use PTO hours to bring their balance under the maximum.

Suppose the District has previously approved a PTO request. Through no fault of the employee, the leave request is cancelled by the District, and an employee reaches the maximum accrual. In that case, the District will compensate the employee for additional hours accumulated beyond the maximum accrual until the requested leave can be granted.

All new employees will accrue PTO beginning the first day of employment; however, these hours will not be eligible for use until after completing 90 days of full-time employment. General Manager shall have the discretion to grant earlier use of accrued PTO for a medical emergency, bereavement, or other emergencies on a case-by-case basis.

Upon separation from the District, 100% of the employee's accumulated paid time off will be paid at their present pay rate.

Section 2 Paid Time Off Buy Back

Employees may cash out accrued paid time off (PTO) of a minimum of 40 hours once per year with the following stipulations:

- An IRREVOCABLE request must be completed and submitted during December for cashing out PTO on the last pay period of the following January of the following calendar year.
- The irrevocable request may not exceed 280 hours.
- The employee must have taken at least 80 hours cumulative Paid Time Off (PTO) between December 1 of the previous year and November 30 of the current year.
- Employees must maintain a minimum balance of 80 hours of accrued PTO.
- A request to cash out accrued PTO due to reasons of hardship may be made at any time. The General Manager must approve the hardship request and is subject to the unforeseeable emergency definitions of the Internal Revenue Code. (Title 26, section 1.409a-3).

Suppose the IRS changes its regulations pertaining to this policy. In that case, the District will meet and confer with the bargaining unit to determine how to manage the impact of the regulatory changes.

ARTICLE 9 OTHER LEAVES

Section 1 Holidays

The District will provide twelve paid holidays per year. Compensation for paid holidays will be for the entire length of the regular scheduled shift. Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday. All paid holidays for each year of this contract are as follows:

Holidays (Observed)	2021	2022	2023
New Year's Day		Friday, December 31, 2021	Monday, January 2, 2023
Martin Luther King Jr Day		Monday, January 17, 2022	Monday, January 16, 2023
President's Day		Monday, February 21, 2022	Monday, February 20, 2023
Memorial Day		Monday, May 30, 2022	Monday, May 29, 2023
Independence Day	Sunday, July 4, 2021	Monday, July 4, 2022	Tuesday, July 4, 2023
Labor Day	Monday, September 6, 2021	Monday, September 5, 2022	Monday, September 4, 2023
Veterans Day	Thursday, November 11, 2021	Friday, November 11, 2022	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 24, 2022	Thursday, November 23, 2023
Day After Thanksgiving	Friday, November 26, 2021	Friday, November 25, 2022	Friday, November 24, 2023
Christmas Eve	Thursday, December 23, 2021	Friday, December 23, 2022	Monday, December 25, 2023
Christmas Day	Friday, December 24, 2021	Monday, December 26, 2022	Tuesday, December 26, 2023
New Year's Eve	Thursday, December 30, 2021	Friday, December 30, 2022	Monday, January 1, 2024

Holidays (Observed)	2024	2025	2026
New Year's Day	Tuesday, January 2, 2024	Wednesday, January 1, 2025	Thursday, January 1, 2026
Martin Luther King Jr Day	Monday, January 15, 2024	Monday, January 20, 2025	Monday, January 19, 2026
President's Day	Monday, February 19, 2024	Monday, February 17, 2025	Monday, February 16, 2026
Memorial Day	Monday, May 27, 2024	Monday, May 26, 2025	Monday, May 25, 2026
Independence Day	Wednesday, July 3, 2024	Friday, July 4, 2025	
Labor Day	Monday, September 2, 2024	Monday, September 1, 2025	
Veterans Day	Monday, November 11, 2024	Tuesday, November 11, 2025	
Thanksgiving Day	Thursday, November 28, 2024	Thursday, November 27, 2025	
Day After Thanksgiving	Friday, November 29, 2024	Friday, November 28, 2025	
Christmas Eve	Tuesday, December 24, 2024	Wednesday, December 24, 2025	
Christmas Day	Wednesday, December 25, 2024	Thursday, December 25, 2025	
New Year's Eve	Tuesday, December 31, 2024	Wednesday, December 31, 2025	

Holiday Bank

Holiday bank is granted to employees as a means to ensure all full-time employees receive the same number of holiday pay hours annually, as follows:

- Employees who work a 9/80 schedule will receive 8 hours of Holiday Bank for the holidays that fall on their regularly scheduled Fridays off. Holidays that fall on an A shift Friday off are highlighted in purple above. Holidays that fall on a B shift Friday off are highlighted in green above.
- Employees who work a 10/80 schedule will receive 1 hour of Holiday Bank for holidays, where other employees receive 9 hours of holiday pay, and they only receive 8 hours per their regularly scheduled shift.

read more



Holiday Bank hours will be issued at the beginning of the fiscal year (July 1) to be available for use before the end of the fiscal year (June 30). Any Holiday Bank hours not used by the end of the fiscal year will be forfeited. Holiday Bank hours will not be cashed out at termination of employment.

Holiday Overtime

Suppose an employee works overtime on a holiday. In that case, double time will be paid on the holiday's actual date, and one- and one-half times the regular rate of pay will be paid on the date the holiday is observed. Overtime worked on Easter Sunday will be paid at double time.

Section 2 Civic Duty Pay

RMWD recognizes and supports its employees' participation in civic activities such as jury duty, appearing in court as a witness, and serving as a reservist in the United States military.

When an employee is under orders to report for jury duty, act as a witness, or for military reservist training, the District will pay for up to ten working days of Civic Duty Pay per calendar year except as otherwise required by law. Compensation will be at the employee's regular wage rate, less any fees received from the court or compensation from the military for their service during those two weeks. In no event shall double pay to the employee result from civic duty. Civic duty service falling on a District holiday or employee's regularly scheduled day off is not payable as Civic Duty Pay. The District will not compensate the employee for mileage or meal expenses unless the employee testifies on a District-related matter.

Suppose an employee is serving as a juror for an extended period and has exhausted Civic Duty Pay. In that case, the employee will be required to use other forms of paid leave, such as PTO, Compensatory Time, or Holiday Bank. However, if the employee has already used 40 hours of PTO time for the jury service and continuing to use PTO would cause the employee's PTO balance to fall below 80 hours, the District will resume paying Civic Duty Pay. Each employee will be eligible for this extended Civic Duty Pay no more than one time for the term of this agreement.

The employee must present the notification to appear for Jury Duty or military duty to their Supervisor as soon as it is received. Suppose a deferment is deemed necessary after consulting with the employee's Supervisor. In that case, the employee should then request a letter be sent to the Jury Commissioner stating the reason(s) for deferment.

During Civic Duty Leave, employees are expected to report either to their assigned work at the District or to the court or military during working hours. It is the responsibility of the employees on Civic Duty Leave to advise their immediate supervisors of their jury duty schedule, which includes starting and ending daily.

Employees are not eligible for Civic Duty Leave when the employee is a party to the litigation or an expert witness. Employees should see Human Resources if they have questions about the Civic Duty Leave policy.

Section 3 Flex Hours

The purpose of flex hours is to allow employees flexibility in managing their work-life balance by offering the employees the opportunity to temporarily change their work schedule with prior approval to take care of personal business without requiring paid time off, compensatory or holiday bank time.

Suppose an employee needs to be away from the District for a portion of a regular work day not to exceed 3 hours, and they wish to make up the time in the same work week. In that case, they must coordinate with their immediate supervisor to make arrangements for the use of flex hours at an approved time during the same workweek. Use of flex hours will be approved or denied based on operational needs. Any make-up flex hours above the regular work shift will be paid at straight time.

Section 4 Workers' Comp Follow-Up Medical Visits

Any employee who requires medical care for a job-related injury or illness shall receive regular pay while obtaining medical care when the injury or illness is first reported.

However, any follow-up and/or additional treatment appointments should be scheduled around the employee's regular work schedule whenever possible. Employees will be required to use PTO or any other leave time on accrual. If no leave time is available, the time from work will be unpaid.

ARTICLE 10 UNIFORMS

Section 1 Uniforms - All Personnel

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

New hires will be provided with their District logo attire within the first 30 days, then on the same replacement schedule as other employees. Employees attending outside events such as conferences or training are expected to wear business attire or the District logo shirt with a collar.

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

Section 2 Uniforms – Field Personnel

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

In addition to the uniforms, the District will provide two logo t-shirts to all field personnel and one short-sleeved polo shirt. Employees wishing to substitute additional t-shirts or polo shirts in place of uniform shirts may do so. When t-shirts or other logo apparel becomes worn out, faded, or damaged, employees may return them to the Purchasing Department to receive replacements.

Section 3 Uniforms – Office Personnel

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



Section 4 Safety Footwear

Employees whose jobs may require exposure to working in the field requiring ANSI-approved safety footwear are eligible for reimbursement not to exceed \$200.00 per fiscal year. The safety footwear allowance covers footwear that meets the approved ANSI standards for the steel/composite toe protection and may also include comfort inserts. Suppose an eligible employee needs replacement safety footwear before the fiscal year ends, due to heavy wear and tear, with approval from the Human Resources Manager or designee. In that case, they can be reimbursed for the replacement to ensure they are protected. Employees must submit a receipt of purchase and proof of ANSI compliance to be eligible for reimbursement.

ARTICLE 11 NEW EMPLOYEE BARGAINING UNIT ORIENTATION

Section 1 Advance Notice of New Employees' Start Dates

The District will provide advanced notification to the bargaining unit of each new employee's scheduled start date as follows:

- 10 days in advance whenever possible, OR
- As soon as new employee's start date is known (if it is not possible to provide notice 10 days in advance).

Section 2 Access to New Employees during New Hire Orientation

The District will provide up to one (1) hour in each new employee's Orientation schedule for a representative of the bargaining unit to meet with the new employee. The intent of these meetings is to introduce the new employee to the bargaining representative, review the appropriate MOU, and answer any questions the employee may have regarding the bargaining unit or the collective bargaining process.

The District will create a portal on the online Onboarding system for each bargaining unit. A designated representative from each bargaining unit will be granted Administrator access to add, update, edit, and delete content from that bargaining unit's portal as an ongoing communication tool with its new and existing members.

Section 3 Access to Employee Contact Information

- The District will provide the designated representative of each bargaining unit with a list of all current employees in the bargaining unit and their contact information including: Full Name, Position, Department, and District email address.
- The District will provide the appropriate bargaining unit with the contact information described above for each new employee within five (5) business days of new employee's start date or transfer into the bargaining unit.
- The District will notify the appropriate bargaining unit of each separation of employment or transfer out of the bargaining unit within five (5) business days of said change so that the bargaining unit can remove the employee from their contact list.
- Due to privacy concerns, the Bargaining Unit expressly waives its right to receive employee's personal contact information including home phone numbers, personal cell phone numbers, and personal email addresses.
- Due to privacy concerns, the Bargaining Units expressly waives its right to receive a list of all employees' contact information every 120 days, instead agreeing to the above provisions.

ARTICLE 12 ME-TOO CLAUSE

Suppose the District commences negotiations for a successor MOU with any other bargaining unit before the Rainbow Employee are due to commence negotiations. In that case, REA may send one representative and one alternate to participate in joint negotiations, limited to the topics of Cost-of-Living Adjustments and health insurance cost-sharing terms. Upon agreement between the District and REA, Article 6, Section 1.2 COLAs and Article 7 Section 1 Medical and Dental Insurance may be modified by Addendum before the expiration of the term of this agreement, as long as it is no less than what is contained herein.



ARTICLE 13 GRIEVANCE PROCEDURE

Association and the District wish to work together to make every reasonable effort to resolve grievances, as defined in this grievance procedure, as near as possible to the point of origin.

Section 1 Definitions

Grievance. A grievance is an alleged violation, misinterpretation, or misapplication of a specific provision of the Memorandum of Understanding ("MOU") or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

Grievant. A grievant is any employee of the bargaining unit or the bargaining unit who alleges they are personally adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of the MOU or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

Business Day. A business day is any day on which the District is open for business.

Immediate Supervisor. The immediate Supervisor is the lowest level administrator who has been designated to adjust grievances and has immediate jurisdiction over the grievant. Any questions about who constitutes the grievant's immediate Supervisor should be addressed to the Human Resources Manager.

Section 2 Informal Process

A grievant shall orally notify their immediate Supervisor or the Human Resources Manager, as defined in Article 13, Section 1 of this policy, that they have a grievance and of the general nature of the grievance, within seven (7) business days of the event resulting in the grievance.

Within seven (7) business days of the oral notification, the person notified shall meet with the grievant and orally discuss the grievance in detail. It is the intent of this Informal Resolution process that at least one personal conference where the grievance is orally discussed in detail be held between the grievant and the person notified. Failure to do so will render the grievance null and void, and the grievant will not be entitled to proceed to the next level of the grievance procedure.

Within seven (7) business days of the conclusion of the Informal Process, the party notified shall prepare a memorandum documenting the results of the Informal Process. They shall send the memorandum to both the grievant and the Human Resources Manager.

Section 3 Steps of the Formal Process

Suppose the grievance is not settled to the grievant's satisfaction during the Informal Process and the grievant wishes to pursue the grievance. In that case, the grievant shall present their grievance in writing according to the steps and timelines specified below. The grievance shall be typed or legibly hand-written and include the following information:

- A statement of the specific provision of the applicable MOU or other written District policy which affects the employee's wage, hours, or other terms and conditions of employment that was allegedly violated, misinterpreted, or misapplied;
- A complete statement of the facts and events involved in the matter, including the date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
- The documents, witnesses, or other evidence that support the grievance;
- An explanation of how the employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
- A statement of the corrective action requested and the reason the corrective action is appropriate;
- The grievant's signature and the date the grievance was submitted; and
- The date the informal grievance was initially presented and to whom it was presented under the Informal Process.

No grievance will be accepted for processing unless the grievant provides all of the information listed above.

Step 1: Department Manager or Human Resources Manager

The grievant must present the written grievance to the Department Manager or the Human Resources Manager within seven (7) business days after the date the memorandum documenting the results of the Informal Process is provided to the grievant.

Within seven (7) business days after the grievant presents their written grievance, the Department Manager or Human Resources Manager may, at their discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance.

The Department Manager will provide a written response to the grievant within seven (7) business days after receipt of the written grievance or within seven (7) business days after any scheduled meeting or meetings that is/are held, whichever occurs later.

Step 2: Appeal to the General Manager

Suppose the grievance is not settled to the grievant's satisfaction at Step 1, and the grievant wishes to pursue the grievance. In that case, the grievant must present the written grievance to the General Manager within seven (7) business days after the date of the written response to the grievant at Step 1.

Within seven (7) business days after the grievant presents their grievance, the General Manager may, at their discretion, schedule a meeting with the grievant to discuss the matter. After considering the facts and an investigation, the General Manager will provide a written decision to the grievant.

The General Manager's decision will be limited as follows:

- The decision shall neither add to, detract from, nor modify the language of the applicable MOU.
- The decision shall be confined to the precise issue(s) the grievance raised and that the grievant submitted.
- Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has lost due to the matters alleged in the grievance. In no event shall any grievance award include any other types of damages or attorneys' fees.

The General Manager may delegate non-involved managers or non-District employees to act on the District's behalf at any level of the grievance process. The findings and recommendations any such individual renders

shall be advisory to the General Manager, who may accept, reject, or modify that individual's recommendation, and who shall issue a determination within seven (7) business days.

Step 3: Appeal to Board of Directors

Suppose the grievance is not settled in Step 2, and the grievant desires to appeal. In that case, they shall submit their appeal in writing to the Board of Directors within seven (7) business days after the General Manager has given their decision. A hearing before the Board of Directors with the grievant's representative present if desired by the grievant shall be held at the next regular Board meeting.

The Board of Directors shall decide on the grievance in writing to the employee and the General Manager within fourteen (14) business days following the meeting. The Board of Directors' decision shall be final and binding.

Section 4: Additional Rules Applicable to The Grievance Procedure

Representation. Either the District or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.

Withdrawal. A grievant may withdraw any grievance at any time by giving written notice to the District representative who last took action on the grievance and by providing a copy of the notice to the Human Resources Manager.

Resolution. Suppose the grievant does not present the grievance to the next level within the time limits for each step. In that case, the grievance shall be considered resolved based on the response at the last level.

Waiver. The grievance is deemed waived by the grievant for all purposes if the grievant does not process the grievance within the time frames outlined in this grievance procedure.

Deemed Denied. Suppose the District does not respond to a grievance within the time frames set forth for each step. In that case, the grievant may elect to treat the grievance as denied and immediately appeal the grievance to the next step.

Written Agreement to Extend Time. In extenuating circumstances, the parties may mutually agree in writing to extend time at each step. The time extension will only be effective for the amount of the time extension agreed to in writing, and for the step it applies to as agreed in writing.

Grievance Meetings. Grievance meetings will be held during regularly scheduled work hours of the grievant and the individual to whom the grievance is presented unless otherwise mutually agreed.

Section 5: Non-Retaliation

No party to a grievance shall be subject to retaliation for utilizing the grievance procedure in good faith.

ARTICLE 14 DISCIPLINE PROCEDURE

California Water Code Section 71362 states that District employees serve at the pleasure of the General Manager. However, in prior Memorandums of Understanding ("MOU"), the Board of Directors provided for appeals of disciplinary actions in the MOU agreements. So, separate discipline procedures are provided for employees hired before and after July 1, 2017.

Employees Hired Before July 1, 2017

Disciplinary procedures for employees hired before July 1, 2017, are outlined in the Supplemental Memorandum of Understanding dated July 1, 2017.

Employees Hired After July 1, 2017

Disciplinary procedures and terminations pertaining to employees hired after July 1, 2017, are outlined in the Employee Handbook.

ARTICLE 15 SEVERANCE

Employees hired after July 1, 2017, shall be entitled to severance pay if the District terminates employment after one year of service has been completed. The amount of severance eligibility increases with years of service, as follows:

Length of Service	Severance Benefit
1 – 3 years	2 weeks' pay with 1 month of COBRA benefits
4 – 5 years	4 weeks' pay with 1 month of COBRA benefits
6 – 10 years	6 weeks' pay with 2 months of COBRA benefits
11 years or more	8 weeks' pay with 2 months of COBRA benefits

One week's pay shall be considered 40 hours at the employee's current base hourly rate, not including any overtime. The employee's right to receive the severance pay set forth above is conditioned upon the employee executing a release of claims against the District. However, no employee is entitled to any of the severance benefits provided in this Article if the employee's termination is due to egregious conduct including, but not limited to, assault, battery, harassment, reporting to work under the influence of drugs or alcohol, theft, embezzlement, or other illegal activity.

Employees who are involuntarily separated from employment who were hired before July 1, 2017, shall be entitled to two months of District paid COBRA benefits, conditioned upon the employee executing a release of claims against the District.

ARTICLE 16 MODIFICATIONS, WAIVER

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved, and implemented by the District's Board of Directors. The waiver of any breach, term, or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 17 PROVISIONS OF LAW

This Memorandum of Understanding is subject to all current and future applicable federal, state, and local laws. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 18 DISTRICT RIGHTS

It is understood and agreed that the District possesses the sole right and authority to operate and direct the District's employees and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the District before the execution of this agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control, and determine the operations or services to be conducted by employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;
6. To promote, suspend, discipline or discharge;
7. To lay off or to relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment, or facilities;
10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.



ARTICLE 19 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals concerning any subject or matter not removed by law from the area of collective bargaining. The parties met and conferred regarding disciplinary procedures. After the exercise of that right and opportunity, the parties' understanding, and agreements are outlined in this agreement. Concerning disciplinary procedures, this Agreement references and incorporates by that reference the Supplemental Memorandum of Understanding dated July 1, 2017, pertaining to disciplinary procedures for employees hired before July 1, 2017.

Therefore, the District and Association, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively concerning any subject or matter referred to, or covered in this agreement, or concerning any subject or matter not explicitly referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Approved by the Board of Directors of the Rainbow Municipal Water District on June 22, 2021.

RAINBOW MUNICIPAL WATER DISTRICT

RAINBOW EMPLOYEE ASSOCIATION

Hayden Hamilton, Board President

Gerardo Cancino, REA President

Date

Date

red mou



BOARD OF DIRECTORS

June 22, 2021

SUBJECT

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

BACKGROUND

The existing Memorandum of Understanding (MOU) with the Rainbow Association of Supervisors and Confidential Employees (RASCE) expires on June 30, 2021.

Based on the Board's direction, the General Manager and Human Resources Manager began negotiations on a successor agreement with the designated representatives from the Rainbow Employees Association on February 10, 2021. The District and RASCE have reached a tentative agreement on all items included in the successor MOU.

DESCRIPTION

The proposed successor MOU covers the period of July 1, 2021, through June 30, 2026. A copy of the MOU is attached.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Three: Workforce Development – The proposed successor MOU changes or adds several provisions that are consistent with this strategic focus area. Specifically, it will:

- Add student loan repayments to the existing Educational Assistance benefit, as allowed due to changes to Section 127 of the Internal Revenue Code.
 - Fiscal Impact: The benefit amount itself did not change, but employees will qualify to use the benefit even after they have completed school if they have qualifying student loans to repay. Annual costs could range from \$0 to more than \$10,000.
- Add an Out-of-Class Certification Bonus to encourage employees to increase qualifications, making them more versatile and better prepared for cross-training and filling in as needed.
 - Fiscal Impact: Unknown, because it depends on how many employees use the program. Estimated costs are about \$600 per fiscal year.

Strategic Focus Area Four: Fiscal Responsibility – The proposed successor MOU improves the District's financial position by:

- Changing the Cost-of-Living Adjustments (COLAs) maximums from 3% to 1.5% for FY 2021-22 and 2022-23 and 2% for FY 2023-24.

- Fiscal Impact: If the CPI-U for San Diego County is greater than these maximum amounts, then it could save the District more than \$31,000 in prevented base pay escalations in the first three fiscal years of the MOU term.
- Restructuring the merit award program to combine base pay and lump-sum award matrices into a single matrix.
 - Fiscal Impact: Exact impact is unknown, as it is contingent upon the results of employee performance reviews, just as the previous program was. The change is designed to maintain a similar annual merit budget of 3%, but with a slight shift in spend from base pay to lump-sum awards, which do not compound year-over-year and are not pensionable. Savings are estimated at \$10,000 for the term of the MOU.
- Changing the Medical Insurance Cost-Sharing formulas to incentivize employees to elect the lower cost medical plans.
 - Fiscal Impact: Unknown because it depends on voluntary enrollment changes. The impact could be negligible savings to estimated savings of \$93,600 over the term of the MOU.
- Changing the Standby Stipend from \$250 per week to \$374 per week and eliminating the Holiday Standby provision.
 - Fiscal Impact: The cost of the weekly Standby stipend will increase by 50%. This will be offset by eliminating the Holiday Standby, which will save a similar amount for a cost-neutral net change.

BOARD OPTIONS/FISCAL IMPACTS

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

Fiscal Impact: Several variables make the exact fiscal impact impossible to predict. Most changes are designed and estimated to be comparable to previous employee compensation and benefits programs or fiscally neutral. However, several items will have a modest fiscal impact or could result in either new expenses or new savings to the District. The total estimated fiscal impact is:

Provision	Potential Increase to Costs, Compared to Current MOU Terms	Potential Savings, Compared to Current MOU
COLAs	-	(\$31,000)
Merit Awards	Variable/unknown	(\$10,000)
Health Care Cost Share	\$3,000	(\$93,600)
Increase to Standby Stipend	\$372	-
Eliminating Holiday Standby	-	-
Educational Assistance Program	\$10,500	-
Out of Class Certification Bonus	\$600	-
Bilingual Pay Stipend	-	-
TOTAL POSSIBLE FICAL IMPACT	\$14,472	(\$134,600)

- 2) Approve Resolution No. 21-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association with revisions.
- 3) Provide staff with further direction.
- 4) Do not approve Resolution No. 21-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

ENVIRONMENTAL

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

STAFF RECOMMENDATION

Staff supports option #1 to Approve Resolution No. 21-14 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Association of Supervisors and Confidential Employees.



Karleen Harp
Human Resources Manager

June 22, 2021

RESOLUTION NO. 21-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES**

WHEREAS, the Rainbow Association of Supervisors and Confidential Employees has had ongoing negotiations with the Board of Directors through the General Manager for fiscal years 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026; and

WHEREAS, the employees and Board have reached agreement on terms of employment; and

WHEREAS, the terms have been included in the Memorandum of Understanding;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 21-14, approving the Memorandum of Understanding with the Rainbow Association of Supervisors and Confidential Employees for the term of July 1, 20 through June 30, 2026.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Rainbow Municipal Water District held on the 22nd day of June, 2021 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary



R A S C E



RAINBOW ASSOCIATION OF SUPERVISORS
AND CONFIDENTIAL EMPLOYEES
MEMORANDUM OF UNDERSTANDING
JULY 1, 2021 - JUNE 30, 2026



Table of Contents

PREAMBLE	1
RECITALS	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 IMPLEMENTATION	2
ARTICLE 3 TERM.....	2
ARTICLE 4 RENEGOTIATION.....	2
ARTICLE 5 NON-DISCRIMINATION.....	2
ARTICLE 6 COMPENSATION.....	3
Section 1 Pay Grades	3
Section 2 Cost of Living Allowance	3
Section 3 Merit Awards	3
Section 4 Late Evaluations	4
Section 5 Promotional Process.....	5
Section 6 Overtime	6
Section 7 Compensatory Time.....	7
Section 8 Call Back.....	7
Section 9 Standby Duty.....	7
Section 10 Safety Leave.....	8
Section 11 Out of Class Pay	10
Section 12 Out of Class Certification Bonus	11
Section 13 Bilingual Pay Stipend	11
ARTICLE 7 EMPLOYEE BENEFITS	12
Section 1 Medical, Dental, and Vision Insurance	12
Section 2 Retirement Health Care Contribution	15
Section 3 Deferred Compensation Programs	16
Section 4 Life And Disability Insurance.....	17
Section 5 Public Employees' Retirement System	17
Section 6 Education Assistance Program.....	18
ARTICLE 8 PAID TIME OFF.....	19
Section 1 Accrual Rate.....	19
Section 2 Paid Time Off Buy Back	19
ARTICLE 9 OTHER LEAVES	20
Section 1 Holidays	20
Section 2 Civic Duty Pay	21
Section 3 Flex Hours.....	22
Section 4 Workers' Comp Follow-Up Medical Visits	22
ARTICLE 10 UNIFORMS.....	22
Section 1 Uniforms - All Personnel.....	22
Section 2 Uniforms – Field Personnel.....	22
Section 3 Uniforms – Office Personnel	23
Section 4 Safety Shoes	23
ARTICLE 11 NEW EMPLOYEE BARGAINING UNIT ORIENTATION	23
Section 1 Advance Notice of New Employees' Start Dates	23
Section 2 Access to New Employees during New Hire Orientation	23

Section 3 Access to Employee Contact Information23

ARTICLE 12 ME-TOO CLAUSE24

ARTICLE 13 GRIEVANCE PROCEDURE25

 Section 1 Definitions25

 Section 2 Informal Process25

 Section 3 Steps of the Formal Process25

 Section 4: Additional Rules Applicable to The Grievance Procedure27

 Section 5: Non-Retaliation27

ARTICLE 14 DISCIPLINE PROCEDURE28

ARTICLE 15 SEVERANCE28

ARTICLE 16 MODIFICATIONS, WAIVER.....28

ARTICLE 17 PROVISIONS OF LAW.....29

ARTICLE 18 DISTRICT RIGHTS.....29

ARTICLE 19 ENTIRE AGREEMENT30



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PREAMBLE

This agreement made and entered into this 22nd day of June to be effective July 1, 2021 and between Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Employee Association, hereinafter referred to as "Association."

RECITALS

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for prompt and fair settlement of grievances without an interruption of or other interference with the operation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agreed upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 RECOGNITION

The District recognizes the Rainbow Association of Supervisors and Confidential Employees as representative of the bargaining unit set forth below, if said Association represents a simple majority of the District's hourly Supervisors and Confidential Employees. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as required by the Meyers Milias Brown Act and other laws.

The recognized bargaining unit shall consist of all full-time hourly Supervisors and Confidential Employees of the District who are affiliated with the Association. Part-time employees, defined as any employee whose regular work schedule averages fewer than 30 hours per week, are not represented by Rainbow Association of Supervisors and Confidential Employees and are not covered by the provisions in this Memorandum of Understanding.

ARTICLE 2 IMPLEMENTATION

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to budget the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding;
3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached; and
4. Agreement is signed by the designated District Board of Director and Association representative.

ARTICLE 3 TERM

The term of this Memorandum shall be in effect for five years commencing on July 1, 2021 and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2026.

ARTICLE 4 RENEGOTIATION

In the event that Association and the District desires to negotiate the provisions of a successor Memorandum of Understanding, said party shall serve upon the other no later than January 15, 2026 its written request to commence negotiations. Upon receipt of such written notice, meet and confer shall begin no later than February 15, 2026 unless written notice is given by either party and agreed to by the other party prior to February 15, 2026 agreeing to an alternate starting date. Target date for completion of negotiations is June 1, 2026.

ARTICLE 5 NON-DISCRIMINATION

The District and Association mutually agree that there will be no discrimination against any employee in the application of the terms of this agreement by reason of race, sex, age, physical or mental disability, religion, sexual orientation, gender identity, or any other category protected by applicable federal, state or local law. The District and Association agree that the District is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this agreement, regardless of any provisions of this agreement. The parties recognize and agree fully to protect the rights of all employees covered hereby to join or not join and participate in Association activities.



ARTICLE 6 COMPENSATION

Section 1 Pay Grades

Pay ranges are established in the Rainbow Municipal Water District Non-Exempt Pay Grades. The resulting Pay Grade pay ranges are adopted by separate action of the Board of Directors. Effective on July 1 of each year that this agreement is in effect, the following pay range adjustments will be made:

Non-Exempt Pay Grade ranges shall be increased by an amount equal to the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with a minimum adjustment of .5% and no maximum. The following hypothetical example illustrates how the pay range adjustments would be calculated:

- San Diego-Carlsbad CPI-U as of May 2020: 300 (note this is not the actual number)
- San Diego-Carlsbad CPI-U as of May 2021: 304.905
- The 12-month percent change is 1.635%, so the minimum and maximum of each Non-Exempt Pay Grade pay range would increase by 1.6%

Section 2 Cost of Living Allowance

On July 1 of each year, each employee will receive a base pay Cost-of-Living-Adjustment based on the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with the following restrictions:

- On July 1 in 2021 and 2022, the maximum COLA will be 1.5%
- On July 1 in 2023, the maximum COLA will be 2%
- On July 1 in 2024, the maximum COLA will be 3%
- On July 1, 2025, the maximum COLA will be 3.5%

Section 3 Merit Awards

All employees shall be eligible for consideration for a merit award after one year of employment and each year after that. Merit awards will be in the form of base pay increases unless the award causes the employee's base pay to exceed the maximum pay range for their Pay Grade. If this occurs, the employee will receive a lump sum for the annual equivalent amount exceeding the maximum of the pay grade. According to CalPERS rules, lump-sum merit awards are not subject to CalPERS contributions.

Merit awards will be calculated by averaging the merit award percentage that corresponds with the score in each Performance Factor of the Annual Performance Review, per the following matrix:



Excellence Achieved	6%
Exceeds Expectations	3.5%
Successful	2%
Approaching Success	0%
Unsuccessful	Disqualified

Employees who receive an Unsuccessful rating in any Performance Factor or are on a Performance Improvement Plan will not be eligible for a merit award. The following examples illustrate how a merit award is calculated:

Example Calculation:

Performance Factors	Excellence Achieved	Exceeds Expectations	Successful	Approaching Success	Unsuccessful	Merit Percentage
Responsibility	X					6%
Integrity		X				3.5%
Innovation				X		0%
Professionalism		X				3.5%
Teamwork			X			2%
OVERALL MERIT AWARD						3.0%

If Employee A's base pay is \$40.00, a 3% merit award would bring their base pay to \$41.20 per hour. If the maximum of their pay grade is \$41.20 per hour or greater, then the entire award will be in the form of a base pay increase. Suppose the maximum of their pay grade is less than \$41.20 per hour. In that case, they will receive a base pay increase up to the maximum of the pay grade and a lump sum award for the annual equivalent of the difference. For example, if the pay grade maximum is \$40.50, then the employee's base pay will increase to \$40.50, and they will receive a lump-sum payment of $$.70 \times 2080 = \$1,456.00$

Section 4 Late Evaluations

The District intends to deliver employee evaluations and process merit increases in the same pay period in which the evaluation date lands. Employees will be provided time to prepare and remit self-evaluations before their evaluation date. If the evaluation has not been delivered and processed in the pay period in which it is due, and the employee has submitted their self-evaluation at least two weeks before the evaluation due date, then the District will process the merit award as follows:

Employees eligible for base pay increases: The employee will receive a 2% presumptive base pay merit award on the pay period after the review was due, even if the review has not been delivered. When the evaluation is delivered, any difference between the employee's actual merit award and the 2% award will be paid retroactively to the evaluation effective date. Suppose the employee's actual merit award is less than 2%. In that case, their base pay will be corrected to reflect the actual merit award, but they will not be required to repay the difference that had already been paid. For example:

- If Employee A's review date is January 27, and the pay period ends on January 29, the District will make every effort to deliver it and process it for the pay date of February 4. If it has not been processed in time for the February 4 pay date, then Employee A will receive a 2% presumptive merit base pay increase on the following pay cycle, which would be for the pay period ending February 12.
- If Employee A's actual merit award is 2.3%, then they will receive retro pay for the .3% difference.

- If Employee A's actual merit award is 1.2%, and their base pay had been \$23 per hour, a 2% presumptive merit award would have increased their base pay to \$23.46. However, since their actual merit award is only 1.2%, their base pay will be adjusted to \$23.28. However, they will not be required to pay back the difference.

Employees eligible for lump-sum merit awards: If the employee is eligible for a lump sum merit award, then the District will add 1% to the merit award for every pay period it is delayed. For example, if the employee's lump-sum merit award is \$1,750, but it is processed three pay periods after it was due, they will receive an additional 3% of \$1,750, or \$52.50.

Section 5 Promotional Process

Eligibility

Supervisors or Managers may recommend employees for promotion when the employee has demonstrated the knowledge, skills, and abilities required for the promotional classification, has achieved the required certifications, their most recent performance review had a Successful or higher rating in every category, and there was no disciplinary action within the past year.

Promotional Increases

Standard promotional increases are 5% per pay grade. The General Manager may authorize a higher amount in unusual circumstances or if it is necessary to stay within the designated pay grade.

Timing Of Promotions

Promotions may occur at any time and are not required to coincide with the performance review cycle.

With a Review:

Suppose a promotion coincides with the performance review, meaning that it has the same effective date and is communicated to the employee at the same time. In that case, the merit award will be calculated first, and then the promotional rate will be calculated. There will be no change to the review date. See chart below for calculation examples for Employee A.

Mid-Year Promotions:

First Half: If an employee is promoted within the first half of their evaluation period, an early review will not be given, but the employee's annual evaluation date would be adjusted to reflect the promotional date. The subsequent merit award will then be calculated to account for the additional months since the last performance review. If an employee is promoted three months after their review, then when their following review occurs, 15 months will have passed. The employee will then receive 15/12ths of their merit award. See chart below for calculation examples for Employee B.

Second Half: If an employee is promoted within the second half of the evaluation period, they will receive a performance evaluation for the time worked between their previous review date and the date of the promotion. Any merit award will be pro-rated based on the number of months worked before the promotion. For example, a performance evaluation given nine (9) months into the review period would be pro-rated at 9/12ths of the regular annual merit award. See chart for calculation examples for Employee C.



Effective Date/Action	Employee A	Employee B	Employee C
January 15 Annual review- 3% merit	\$30 to \$30.90 / hour	\$30 to \$30.90 / hour	\$30 to \$30.90 / hour
January 15 Promotion- 5% increase	\$32.45 / hour	-	-
April 15 Promotion- 5% increase	-	\$32.45 / hour	-
July 1 COLA – 1.5%	\$32.94 / hour	\$32.94 / hour	\$31.36 / hour
October 15 Pre-promotion review (9/12ths of 3% = 2.25%)	-	-	\$32.14 / hour
October Promotion- 5% increase	-	-	\$33.74 / hour
January 15 Annual review- 3% merit	\$33.93 / hour	-	-
April 15 Annual review-(15/12ths of 3% = 3.75%)	-	\$34.18 / hour	-
July 1 COLA – 1.5%	\$34.44 / hour	\$34.69 / hour	\$34.25 / hour
October 15 Annual review- 3% merit	-	-	\$35.28 / hour

Section 6 Overtime

Rate

Except as otherwise provided in this agreement, any employee covered by this agreement shall be paid at the rate of one and one-half times their regular rate of pay for all hours of work over:

- Nine (9) hours per day Monday through Thursday
- Eight (8) hours per day on Fridays
- Forty (40) hours per workweek.

Employees will be paid at a rate of double their regular rate of pay for all hours of work over:

- Twelve (12) hours per day
- More than eight (8) hours on Sunday if the employee worked consecutively through the previous Monday through Saturday.

Suppose an employee's overtime work period extends beyond a minimum of eight (8) consecutive hours and the work period extends past the start of the next work shift. In that case, the employee will be paid overtime until they are released to go home. Overtime worked on holidays will be paid according to the terms in the section titled "Holidays" in this MOU.

Scheduling

All overtime hours worked must be approved by a Supervisor or Manager. Supervisors and Managers will make every attempt to release employees as soon as practical. Overtime shall be distributed equally as practical among the employees within the divisions of the District, except where emergencies or other existing conditions make equalization impractical or inefficient for the division.

Section 7 Compensatory Time

When any non-exempt employee works overtime, the employee may elect to accrue Compensatory Time Off instead of cash payment for the overtime worked. The amount of Compensatory Time Off will be based on the applicable overtime rate (one and one half or double the regular rate of pay as specified in the Overtime Section).

No employee shall be allowed to accumulate over 50 hours of compensatory time. Any time over 50 hours shall not be eligible for accumulation and shall be included as hours paid in the employee's paycheck for the pay period earned.

Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and their Supervisor or Manager; permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.

All unused compensatory time will be paid out on the last pay date in December of each year. Employees will have the option to cash out Compensatory Time Off on the last pay date in June of each year.

Upon separation from the District, employees shall be paid 100% of their accumulated compensatory time balance at their present rate of pay.

Section 8 Call Back

Definition

Call back pay work is defined as the time required of an employee who completes the employee's regular workday and departure from the District and is ordered to report back to duty to perform necessary work. Suppose an employee is called, and the call back situation can be resolved by telephone without the employee returning to the District. In that case, the employee shall record the actual time spent resolving the matter on their timesheet. An employee will be paid for hours worked as specified in the Overtime Section.

Minimum Hours for a Call Back

Employees responding to a call back shall record the actual number of hours worked on the callback. Two (2) hours are the minimum number of hours recorded on their timesheet for the work performed, including travel time to a maximum of hours 30 minutes each way.

Section 9 Standby Duty

When an employee is assigned to Standby Duty, a daily stipend of \$44 for regularly scheduled workdays and \$66 for Fridays, weekends, and District observed holidays would be paid. The stipend pay is the consideration for performing daily Standby Duties of an incidental nature and increment of time ("Incidental time"). Incidental time includes but is not limited to short phone calls, and reading or responding to email or text messages, or filling out required paperwork that takes five (5) minutes or less of the employee's time. Incidental time included in the stipend is not eligible for additional pay unless the cumulative incidental time for the workweek collectively exceeds one hour. However, incidental time which exceeds one hour in a workweek will be compensated.

Holiday Pay

The Operations Manager may assign more than one employee to be on Standby on holiday weekends. Suppose additional employees are assigned to be available for Standby on a holiday weekend. In that case, they will be paid the same daily Standby Stipend for each day they are assigned Standby duty. Employees on Standby Duty who work overtime on a District recognized holiday or Easter Sunday will be paid according to the holiday pay provisions in Article 9, Section 1.

Pay for Time Worked Outside of Regular Hours

Employees will be paid for the actual time worked outside of the employee's regular hours when responding to an alarm or call at the applicable pay rate. Other than the stipend, employees on Standby Duty will not be compensated if the employee does not perform any work.

Water Operations Standby Duty

For employees assigned to Water Operations Standby Duty, the approved time allowed to perform the routine daily Standby Duty tasks after the System Operator's regular working hours associated with monitoring the system and performing daily flow changes will be as follows:

- Up to 1 hour per day on regular workdays, paid at the applicable rate of pay.
- Up to an additional 1 hour per day on Fridays off and weekends at the applicable pay rate.

When the Operator cannot resolve an issue remotely and has to drive in to perform work, they will be compensated for roundtrip travel time to and from the site location to resolve the issue. The Operator will not be compensated for non-business-related travel time at any time.

While on a call-out, if the Operator receives the second call-out, the Operator will be paid for actual time spent traveling to the second call, resolving that call-out, and for the travel time to their residence. Time for the previous call-out will end when the Operator starts responding to the second call-out.

When alarms or calls occur between 11:00 PM and 5:00 AM, the Systems Operator will be paid for a minimum of 30 minutes to respond.

Section 10 Safety Leave

Definition: A minimum amount of non-work hours following a non-scheduled or scheduled work shift. Non-scheduled work is when notification to work is provided with less than 24-hour advance notice. Scheduled work is when notification to work is provided with at least 24-hour advance notice.



Excessive fatigue due to prolonged work periods or insufficient rest between work periods can lead to accidents, injuries, and even death. It is in the best interest of both the District and each employee to prevent excessive fatigue on the job. To this end, this policy will outline how extended work periods will be managed at the District.

Required Time Off

Safety Leave is non-working hours to allow employees adequate rest after working long overtime shifts. Safety Leave is considered hours worked for purposes of PERS reporting.



Eligibility

Safety Leave will be awarded to employees who work extended overtime to ensure that they have an appropriate amount of rest between shifts.

Maximum Shift

The maximum length of time any non-exempt employee may work in any given work period is 18 hours. A work period is defined as a 24-hour interval starting at the employee's usual start time on any given day. If you usually start at 6:30 AM, this period goes until 6:30 AM the following day.

Continuous Shift

After a continuous shift of 18 hours (excluding meal breaks), the employee must have a mandatory rest period equal to the length of the next day's scheduled shift. For example, an employee who starts at 6:30 AM works 18 hours (leaving at 1:00 AM) and is scheduled for 9 hours the following day may report back to work no earlier than 10:00 AM the following day. The employee will be awarded three and one-half hours of Safety Leave to make up the difference between the usual start time and the mandatory earliest report time (6:30 AM to 10:00 AM).

Safety Leave After Call Back

If an employee is called back to work for an overtime event after concluding a regular shift, the minimum rest period after concluding this overtime shift will be based on the following table:

Length of Overtime Shift	Minimum Rest Period
9 or More Hours	Length of Next Day's Scheduled Shift
7-8 Hours	8 Hours
5-7 Hours	7 Hours
3-5 Hours	5 Hours
Less Than 3 Hours	None

Notification of Safety Leave

Suppose the employee is given Safety Leave at or before the beginning of their regular shift. In that case, the person responsible for overseeing the job is responsible for informing the other Supervisor of the employee being granted Safety Leave. Once an employee has been dismissed from the job, they are not personally required to notify their Supervisor that they are on Safety Leave.

The person running the job site is responsible for notifying the Supervisor or Manager when an employee(s) has worked 16 hours in a 24-hour period and need(s) to be relieved for Safety Leave within the next two hours. The Supervisor or Manager is responsible for taking appropriate action to ensure that the employee(s) does/do not exceed 18 hours.

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Reporting Back to Work

The employee may report to work at the adjusted report to work time or can choose to take additional time for rest. Note that in certain circumstances, especially during periods where the employee is needed for urgent work, the Supervisor or Manager may require the employee to return to work after their Safety Leave.

Additional Time Off

Suppose the employee voluntarily chooses to extend their rest period. In that case, the employee may choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

Anticipatory Safety Leave

The Operations Manager has the authority to grant safety leave in anticipation of shift changes for special projects and emergency shift changes with less than 24 hours notice so that employees may rest before reporting to work for night shifts.

Discretionary Rest Period

Any employee reporting to work who appears too fatigued to work safely, regardless of whether they worked overtime or not, is subject to being sent home for rest at their direct Supervisor's discretion. In the interest of the safety of all employees, supervisors have the responsibility to ensure that each employee is not going to pose a hazard to others due to excessive fatigue. Employees sent home for rest can either choose to either take no pay or use Paid Time Off (PTO), compensatory time, or Holiday Bank time for this period.

EOC Activation

In the event of an emergency and activation of the Emergency Operations Center (EOC) is declared by the General Manager, all mandatory maximum work periods and minimum rest periods are subject to the discretion of the General Manager and Department Managers. Work periods and rest periods will be determined on a case-by-case basis as the District's immediate needs require.

Section 11 Out of Class Pay

An employee specifically assigned in writing to perform the duties of a higher-level position for one whole workweek or more shall be compensated an additional 5% of the employee's current rate of pay for each pay grade that the Out-of-Class job is above the pay grade of the employee's regular job classification.

For example, suppose an employee whose regular job classification is in pay grade N4. They are given an Out-of-Class assignment to fill in for a position in pay grade N5. In that case, they will receive 5% Out-of-Class pay. If they fill in for a position that is in pay grade N6, they will receive 10% Out-of-Class pay.

Suppose the Out of Class assignment extends beyond 60 days. The Out of Class employee is filling in for another non-exempt position. In that case, the Out of Class pay shall be the greater of 5% per pay grade difference or the minimum of the pay grade for the job they are working Out of Class.

The Department Manager is responsible for completing the Personnel Action Notice and submitting it to the Human Resources Manager for processing as soon as the Out of Class assignment has been made. The employee and their bargaining unit representatives will be notified in writing at the beginning and end of their Out of Class assignment. After such an assignment, the employee shall be restored to the employee's former classification.

Section 12 Out of Class Certification Bonus

A one-time certification bonus of \$200 will be awarded to an employee for achieving job-related certifications beyond those required for their current job classification, as long as the certification appears in any other job description within the same division, or it has been pre-approved as relevant to the employee's job by their Manager.

Divisions are currently defined as Operations, Engineering, Finance, Administration, Human Resources, and Information Technology. The District reserves the right to modify or move Job Classifications, Departments, and Divisions at the General Manager's discretion. The District will meet and confer with the bargaining units on the impact of these changes if they occur.

Section 13 Bilingual Pay Stipend

A \$25 weekly stipend will be awarded to bilingual employees who work in specific job classifications, subject to the terms below:

- Eligible job classifications are those where the primary job functions require frequent, direct communication with customers or members of the public, in a setting where the use of a translation app is not possible or practical, such as over the phone.
- Bilingual pay is not available for positions that may use bilingual skills on an incidental or occasional basis or where customer contact is less than 10% of work time.
- Employees whose positions do not qualify above but who take Water or Wastewater Standby Duty will be eligible for the Bilingual Stipend on the weeks they are assigned Standby Duty.
- Eligible languages include any language that more than 10% of the population served by the District speaks as their primary language. Currently, Spanish is the only qualifying language.
- Employees must pass a District-selected language assessment to demonstrate proficiency before becoming eligible for the Bilingual Pay Stipend.
- The effective date of the stipend is the first whole work week after the employee passes the assessment.

Section 14 Retirement Notice Bonus

To encourage and reward advance notice of an employee's intent to retire, the District will pay a \$1,000 Retirement Bonus for employees who give more than six months' notice of the intended retirement date in writing. The bonus shall be paid on the employee's last day worked, provided the actual date is within one month of the date given in the Notice of Intent to Retire.

Notices of Intent to Retire may be rescinded within 28 days of submittal. After that point, the District begins to expend considerable time and monetary resources to prepare for the employee's retirement. Therefore, the notice cannot be rescinded after 28 days. If an employee rescinds their Notice of Intent to Retire, they will forfeit their eligibility for the Retirement Notice Bonus in the future.

ARTICLE 7 EMPLOYEE BENEFITS

Section 1 Medical, Dental, and Vision Insurance

The District shall offer affordable group medical, dental, and vision insurance plans to all full-time employees. The District's contribution towards the cost of the insurance premiums will vary based on which health plan and which coverage tier the employee selects.

Due to the possible volatility of the health insurance market, the parties agree that certain circumstances may warrant renegotiating the terms of this Section of this Article before this contract expires. The following circumstances may trigger a renegotiation of this Article:

- If the health plans the District offers become unavailable due to factors outside the District's control, such as unilateral changes imposed by an insurance carrier;
- If premium costs for an offered plan increase by more than 15% in a single year;
- If the parties desire to seek comparable plans with lower premium costs from other insurance carriers.
- If any of these conditions occur, the District will notify the bargaining unit President in writing of the District's intent to renegotiate this Section of this Article no later than August 15 for changes to be effective in the following plan year.

Health Savings Account Deposits

Employees who elect to enroll in either the Anthem or Kaiser Consumer Driven Health Plans will be eligible to enroll in Health Savings Accounts. Health Savings Accounts may be used to pay for out of pocket medical, dental and vision care expenses including copays, prescriptions, and other qualifying expenses per IRS regulations.

On the first banking day of the calendar year, the District will make deposits into the Health Savings Accounts on behalf of the eligible employees. The amount the District will fund depends on the employee's coverage tier, as follows:

Plan Selected	Amount Funded into HSA		
	Employee Only	Employee + 1	Family
Anthem CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800
Kaiser CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800

Employees may elect to contribute additional funds into their Health Savings Accounts through payroll deductions, up to the IRS annual contribution limits.

One-Time Enrollment Incentive HSA Contribution

As an incentive for employees who switch from either the Anthem HMO or Anthem PPO plan into either the Anthem CDHP or Kaiser CDHP plan during the Open Enrollment period for the plan year that begins January 1, 2022, the District will make a one-time additional deposit into the employee's Health Savings as follows:

- Employee-Only coverage: \$1,000
- Employee + 1 or Family Coverage: \$1,200

This provision is only available for the specific plan enrollment changes and plan year above. It will not be offered for any plan changes after that.

Employee Only Coverage

Beginning with the plan year that begins January 1, 2022, the District will pay 100% of the premium costs for employee-only coverage, up to the total cost of the middle plan for employee-only coverage, including District Health Savings Account contributions. Suppose the employee selects one of the two more expensive plans. In that case, the employee will contribute the difference in cost between the middle plan and the higher cost plan through payroll deductions.

Calculation example for employee-only coverage is as follows:

Plan Ranking	Plan Name (example only, ranking could change annually)	Premium cost* *example only	District HSA Contribution	Employee Cost (annually / 24 pay periods)
First plan (least expensive)	Kaiser CDHP	\$7,000	\$1,500	FREE
Second Plan	Kaiser HMO	\$9,000	n/a	FREE
Third Plan (middle plan)	Anthem CDHP	\$9,000	\$1,500	FREE
Fourth Plan	Anthem PPO	\$11,000	n/a	\$500 / year \$20.83 / pay pd
Fifth Plan (most expensive)	Anthem HMO	\$12,000	n/a	\$1,500 / year \$62.50 / pay pd



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Dependent Care Coverage

The District will contribute towards total costs for the Employee + 1 or Family coverage tiers, including premiums and HSA contributions, at varying levels based on the plan selected, according to the chart below.

Plan Ranking	District Contribution to Total Costs	Employee Cost Share
First plan (least expensive)	100%	FREE
Second Plan	85%	15%
Third Plan (middle plan)	85%	15%
Fourth Plan	80%	20%
Fifth Plan (most expensive)	80%	20%

The Plan Rankings will be determined independently for each coverage tier, and the rankings for Employee + 1 and Family coverage may or may not be the same and may change from year to year.

The following example illustrates how the cost share for dependent care coverage will be calculated:

Plan Ranking & District/EE Cost Share	Plan Name* (example only, ranking could change annually)	Coverage Tier	Annual Premium Cost* (example only)	District HSA Contribution	District Cost Share	Employee Cost Share
First plan (100%/0%)	Kaiser CDHP	Employee + 1	\$12,000	\$2,800	\$14,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Employee + 1	\$16,500		\$14,025	\$2,475
Third Plan (85%/15%)	Anthem CDHP	Employee + 1	\$17,000	\$2,800	\$16,830	\$2,970
Fourth Plan (80%/20%)	Anthem HMO	Employee + 1	\$21,000		\$16,800	\$4,200
Fifth Plan (80%/20%)	Anthem PPO	Employee + 1	\$22,000		\$17,600	\$4,400
First plan (100%/0%)	Kaiser CDHP	Family	\$17,000	\$2,800	\$19,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Family	\$22,500		\$19,125	\$3,375
Third Plan (85%/15%)	Anthem CDHP	Family	\$23,000	\$2,800	\$21,930	\$3,870
Fourth Plan (80%/20%)	Anthem PPO	Family	\$28,500		\$22,800	\$5,700
Fifth Plan (80%/20%)	Anthem HMO	Family	\$29,500		\$23,600	\$5,900

Dental and Vision Insurance

The District will cover 100% of the premium for employees and dependents

Section 2 Retirement Health Care Contribution

Employees hired after July 1, 2012, will not be eligible for Retirement Health Care Contributions.

Employees hired before July 1, 2012, will be eligible for Retirement Medical Contributions if they elect not to participate in the District's 401(a) retirement savings plan.

For eligible employees, upon retirement at age 50 or older and with a minimum of ten (10) years of continuous service with the District, the District agrees to a Retirement Health Care Contribution of up to \$363.00 per month towards the retired employee's or up to \$726.00 per month for the retired employee and retired spouse's actual insurance premium costs, until each become eligible for full Medicare coverage. Suppose either the retired employee or retired spouse becomes eligible for Medicare. In that case, the contribution will be reduced to \$363.00 per month until both the retiree and retired spouse become eligible for Medicare. The assistance period for either the retired employee or the retired spouse will be for a maximum of ten (10) years.

There will be two methods of receiving the Retirement Health Care Contribution:

Reimbursement

Retirees and their retired spouses may purchase health care coverage outside of the District's group health plans. The District will reimburse them for the actual cost of health and dental insurance premiums, up to the established limits above. Retirees must submit receipts or other proof of payment to the Finance Department to receive this reimbursement.

Continuance on District Plans with Retiree Cost-Sharing

Retirees eligible for the Retirement Health Care Contribution will have the option to remain on the District's group insurance plans offered through ACWA-JPIA and have the Retirement Health Care Contribution amount applied towards the monthly premium costs, as long as the following conditions are met:

- The retiree will be responsible for paying the difference between the actual premium costs and the District's Retirement Health Care Contribution by the first day of each month. A 2% administration fee will be charged for all late payments. Failure to pay the retiree's share of the premiums within 30 days after the due date will result in the cancellation of coverage. Retirees and spouses whose coverage is canceled for non-payment will not be eligible for reinstatement in the group plan.
- Employees who wish to continue on District Plans in retirement must notify the District before the date of retirement and will transfer directly from active status to retired status on the group plan with no lapse in coverage.
- Employees must enroll in the plan they wish to retire into during the Open Enrollment period before retirement. After this point, the only allowable changes are as follows:
 - A retiree may disenroll at any time but may not reenroll at a later date.
 - A retiree may delete a dependent at any time but may not reenroll the dependent later.
 - Suppose a retiree on an HMO plan relocates to a non-HMO service area. In that case, they will be allowed to enroll in a PPO or CDHP plan. If the retiree moves back into the HMO service area, the retiree may reenroll in the HMO.
 - The retiree may change from a plan with higher monthly premiums to a plan with lower premiums at any time. However, this election is irrevocable, and they may not switch back.
- Unmarried retirees may only remain on the group plan until they reach Medicare eligibility age.

- For married retirees, the spouse who reaches Medicare eligibility age first must enroll in Medicare A & B for the spouse who is not yet eligible for Medicare to remain on the group plan. Once both the retiree and spouse have reached Medicare eligibility age, they are no longer eligible to remain on the group plan.
- If a retiree reaches Medicare eligibility age before their spouse and fails to enroll in Medicare A & B, both the retiree and their spouse will become ineligible to continue on the group plan. The spouse will then be eligible to enroll in COBRA and may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
- Suppose the retiree becomes deceased while enrolled in Retiree Coverage. In that case, the surviving spouse will lose eligibility for retiree coverage on the group plan but will become eligible to enroll in COBRA. A surviving spouse may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
- Since coverage on the District's plans must be continuous, past retirees cannot reenroll in the District's plans. COBRA coverage does not count as continuous coverage.
- If the District's Retirement Health Care Contribution amounts above fail to meet the minimum contribution amounts required by ACWA-JPIA (currently 25% of the least cost retiree-only plan for which the retiree is eligible), then the option to continue on District plans will discontinue. Retirees will need to access this benefit through the reimbursement method.

Section 3 Deferred Compensation Programs

401(a) Plan

The District agrees to establish a 401(a)-retirement savings account to assist employees in saving for retirement medical or other retirement expenses. The District will fund the 401(a) accounts as follows:

Employees hired before July 1, 2012, may elect to participate in the 401(a)-matching program instead of the Retirement Health Care Contribution program. No employee may participate in both programs. The District will match employee contributions to the 401(a) account per the following terms:

0 – 5 years of service:	\$50 per pay period
5-10 years of service:	\$75 per pay period
10-20 years of service:	\$100 per pay period
Over 20 years of service:	\$125 per pay period

Employee contributions to the 401(a) account will be on a post-tax basis. The employee may contribute additional funds subject to IRS annual limits. The District's matching funds will be tax-deferred. The District's initial deposit and matching funds will be tax-deferred and will become vested per the following vesting schedule:

1 year of service =	20% vested
2 years of service =	40% vested
3 years of service =	60% vested
4 years of service =	80% vested
5 years of service =	100% vested

If an employee leaves the District's employment before the District's contributions to the 401(a) account have become 100% vested, then the unvested funds will be forfeited and returned to the District. Employee contributions to the 401(a) account will be on a post-tax basis. The employee may contribute additional funds subject to IRS annual limits.

457(b) Plan

The District will provide a dollar-for-dollar match of up to \$100.00 per pay period per employee into a 457(b)-retirement savings account. The employee may contribute additional unmatched funds through payroll deductions, subject to IRS rules.

Section 4 Life And Disability Insurance

The District shall pay for employees' life, short and long-term disability insurance.

Section 5 Public Employees' Retirement System

The District participates in the California Public Retirement System (CalPERS). All employees hired at the District before January 1, 2013, are under the CalPERS miscellaneous formula of 2.5% @ 55. The final compensation is the highest average pay rate and special compensation during any consecutive one-year period. The employees contribute 8% of their annual salary.

A full-time new employee hired on or after January 1, 2013, will be subject to the Public Employees Pension Reform Act (PEPRA). A new employee who is also a "New Member" to CalPERS will participate under the mandatory miscellaneous formula of 2% @ 62. The final compensation is the highest average pay rate and special compensation during any consecutive three-year period. The employee contributes 50% of the normal cost established by CalPERS as outlined in the Public Employees' Pension Reform Act of 2013 (PEPRA).

Under the PEPRA, a "New Member" is defined as:

- An individual hired on or after January 1, 2013 and has no prior membership in any California public retirement system.
- An individual whom a different CalPERS employer rehires on or after January 1, 2013, after a break in service greater than six (6) months.
- An individual who is brought into CalPERS membership for the first time on or after January 1, 2013 and is not eligible for reciprocity with another California public retirement system.

Suppose a former CalPERS eligible employee of the District has a break in service of more than six (6) months but returns to service with the same District. In that case, the former employee will not be considered a new member under PEPRA.

Section 6 Education Assistance Program

The District will reimburse employees for qualified educational costs for their own education, including tuition, books, fees, and student loan repayments. This reimbursement will be tax-free under the provisions of Section 127 of the Internal Revenue Code.

For employees who have worked 0-3 years, the District will reimburse up to \$2,500.00 per calendar year for qualified educational expenses.

For employees with three or more years of service at the District, the District will reimburse employees up to \$5,250.00 per calendar year for qualified educational expenses.

To determine eligibility, the following requirements must be met:

- Courses taken during employment must be pre-approved courses of study leading to attaining a degree or accreditation or providing the course of study is pertinent to the employee's position at the District.
- Courses must be completed with a "C" grade or higher. A "pass" will be accepted for classes where a pass/fail grading system is used.
- The class's end date will be the date used to calculate the employee's length of service and in which calendar year the reimbursement will be applied.
- Employees are required to submit applications to their immediate Supervisor or Manager and get approval before starting courses for which educational assistance is requested.
- Requests for reimbursement must be submitted within 30 days after completion of the course. Suppose an employee leaves District employment before completion of the approved course. In that case, the District will not reimburse the employee for the course.
- No assistance will be made if the employee utilizes other reimbursement sources (i.e., GI Bill) to pay for the course or portions of the course.
- For student loan reimbursements, qualified education loans must have been for the employee's own education. The loan must have been used to obtain a Certification or Degree relevant to the employee's job with the District. Proof of completion of the Degree and student loan payments will be required to obtain reimbursement. The student loan reimbursement shall remain in place as long as it is permitted under Internal Revenue Code Section 127.



ARTICLE 8 PAID TIME OFF

Section 1 Accrual Rate

Paid time Off shall be granted to each employee and shall be accrued as follows:

Length of Service	Accrual Rate Per Pay Period	Annual Accrual Equivalent	Maximum Accrual
Up to 4 years	7.69 hours	200 hours	400 hours
4 – up to 9 years	9.23 hours	240 hours	480 hours
9 years and above	10.77 hours	280 hours	560 hours

Employees may accumulate Paid Time Off up to a maximum of two times the employee's annual entitlement. Upon reaching the maximum accrual, PTO hours will no longer accrue until they use PTO hours to bring their balance under the maximum.

Suppose the District has previously approved a PTO request. Through no fault of the employee, the leave request is cancelled by the District, and an employee reaches the maximum accrual. In that case, the District will compensate the employee for additional hours accumulated beyond the maximum accrual until the requested leave can be granted.

All new employees will accrue PTO beginning the first day of employment; however, these hours will not be eligible for use until after completing 90 days of full-time employment. General Manager shall have the discretion to grant earlier use of accrued PTO for a medical emergency, bereavement, or other emergencies on a case-by-case basis.

Upon separation from the District, 100% of the employee's accumulated paid time off will be paid at their present pay rate.

Section 2 Paid Time Off Buy Back

Employees may cash out accrued paid time off (PTO) of a minimum of 40 hours once per year with the following stipulations:

- An IRREVOCABLE request must be completed and submitted during December for cashing out PTO on the last pay period of the following January of the following calendar year.
- The irrevocable request may not exceed 280 hours.
- The employee must have taken at least 80 hours cumulative Paid Time Off (PTO) between December 1 of the previous year and November 30 of the current year.
- Employees must maintain a minimum balance of 80 hours of accrued PTO.
- A request to cash out accrued PTO due to reasons of hardship may be made at any time. The General Manager must approve the hardship request and is subject to the unforeseeable emergency definitions of the Internal Revenue Code. (Title 26, section 1.409a-3).

Suppose the IRS changes its regulations pertaining to this policy. In that case, the District will meet and confer with the bargaining unit to determine how to manage the impact of the regulatory changes.

ARTICLE 9 OTHER LEAVES

Section 1 Holidays

The District will provide twelve paid holidays per year. Compensation for paid holidays will be for the entire length of the regular scheduled shift. Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday. All paid holidays for each year of this contract are as follows:

Holidays (Observed)	2021	2022	2023
New Year's Day		Friday, December 31, 2021	Monday, January 2, 2023
Martin Luther King Jr Day		Monday, January 17, 2022	Monday, January 16, 2023
President's Day		Monday, February 21, 2022	Monday, February 20, 2023
Memorial Day		Monday, May 30, 2022	Monday, May 29, 2023
Independence Day	Sunday, July 4, 2021	Monday, July 4, 2022	Tuesday, July 4, 2023
Labor Day	Monday, September 6, 2021	Monday, September 5, 2022	Monday, September 4, 2023
Veterans Day	Thursday, November 11, 2021	Friday, November 11, 2022	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 24, 2022	Thursday, November 23, 2023
Day After Thanksgiving	Friday, November 26, 2021	Friday, November 25, 2022	Friday, November 24, 2023
Christmas Eve	Thursday, December 23, 2021	Friday, December 23, 2022	Monday, December 25, 2023
Christmas Day	Friday, December 24, 2021	Monday, December 26, 2022	Tuesday, December 26, 2023
New Year's Eve	Thursday, December 30, 2021	Friday, December 30, 2022	Monday, January 1, 2024

Holidays (Observed)	2024	2025	2026
New Year's Day	Tuesday, January 2, 2024	Wednesday, January 1, 2025	Thursday, January 1, 2026
Martin Luther King Jr Day	Monday, January 15, 2024	Monday, January 20, 2025	Monday, January 19, 2026
President's Day	Monday, February 19, 2024	Monday, February 17, 2025	Monday, February 16, 2026
Memorial Day	Monday, May 27, 2024	Monday, May 26, 2025	Monday, May 25, 2026
Independence Day	Wednesday, July 3, 2024	Friday, July 4, 2025	
Labor Day	Monday, September 2, 2024	Monday, September 1, 2025	
Veterans Day	Monday, November 11, 2024	Tuesday, November 11, 2025	
Thanksgiving Day	Thursday, November 28, 2024	Thursday, November 27, 2025	
Day After Thanksgiving	Friday, November 29, 2024	Friday, November 28, 2025	
Christmas Eve	Tuesday, December 24, 2024	Wednesday, December 24, 2025	
Christmas Day	Wednesday, December 25, 2024	Thursday, December 25, 2025	
New Year's Eve	Tuesday, December 31, 2024	Wednesday, December 31, 2025	

Holiday Bank

Holiday bank is granted to employees as a means to ensure all full-time employees receive the same number of holiday pay hours annually, as follows:

- Employees who work a 9/80 schedule will receive 8 hours of Holiday Bank for the holidays that fall on their regularly scheduled Fridays off. Holidays that fall on an A shift Friday off are highlighted in purple above. Holidays that fall on a B shift Friday off are highlighted in green above.
- Employees who work a 10/80 schedule will receive 1 hour of Holiday Bank for holidays, where other employees receive 9 hours of holiday pay, and they only receive 8 hours per their regularly scheduled shift.

Holiday Bank hours will be issued at the beginning of the fiscal year (July 1) to be available for use before the end of the fiscal year (June 30). Any Holiday Bank hours not used by the end of the fiscal year will be forfeited. Holiday Bank hours will not be cashed out at termination of employment.

Holiday Overtime

Suppose an employee works overtime on a holiday. In that case, double time will be paid on the holiday's actual date, and one- and one-half times the regular rate of pay will be paid on the date the holiday is observed. Overtime worked on Easter Sunday will be paid at double time.

Section 2 Civic Duty Pay

RMWD recognizes and supports its employees' participation in civic activities such as jury duty, appearing in court as a witness, and serving as a reservist in the United States military.

When an employee is under orders to report for jury duty, act as a witness, or for military reservist training, the District will pay for up to ten working days of Civic Duty Pay per calendar year except as otherwise required by law. Compensation will be at the employee's regular wage rate, less any fees received from the court or compensation from the military for their service during those two weeks. In no event shall double pay to the employee result from civic duty. Civic duty service falling on a District holiday or employee's regularly scheduled day off is not payable as Civic Duty Pay. The District will not compensate the employee for mileage or meal expenses unless the employee testifies on a District-related matter.

Suppose an employee is serving as a juror for an extended period and has exhausted Civic Duty Pay. In that case, the employee will be required to use other forms of paid leave, such as PTO, Compensatory Time, or Holiday Bank. However, if the employee has already used 40 hours of PTO time for the jury service and continuing to use PTO would cause the employee's PTO balance to fall below 80 hours, the District will resume paying Civic Duty Pay. Each employee will be eligible for this extended Civic Duty Pay no more than one time for the term of this agreement.

The employee must present the notification to appear for Jury Duty or military duty to their Supervisor as soon as it is received. Suppose a deferment is deemed necessary after consulting with the employee's Supervisor. In that case, the employee should then request a letter be sent to the Jury Commissioner stating the reason(s) for deferment.

During Civic Duty Leave, employees are expected to report either to their assigned work at the District or to the court or military during working hours. It is the responsibility of the employees on Civic Duty Leave to advise their immediate supervisors of their jury duty schedule, which includes starting and ending daily.

Employees are not eligible for Civic Duty Leave when the employee is a party to the litigation or an expert witness. Employees should see Human Resources if they have questions about the Civic Duty Leave policy.

Section 3 Flex Hours

The purpose of flex hours is to allow employees flexibility in managing their work-life balance by offering the employees the opportunity to temporarily change their work schedule with prior approval to take care of personal business without requiring paid time off, compensatory or holiday bank time.

Suppose an employee needs to be away from the District for a portion of a regular work day not to exceed 3 hours, and they wish to make up the time in the same work week. In that case, they must coordinate with their immediate Supervisor or Manager to make arrangements for the use of flex hours at an approved time during the same workweek. Use of flex hours will be approved or denied based on operational needs. Any make-up flex hours above the regular work shift will be paid at straight time.

Section 4 Workers' Comp Follow-Up Medical Visits

Any employee who requires medical care for a job-related injury or illness shall receive regular pay while obtaining medical care when the injury or illness is first reported.

However, any follow-up and/or additional treatment appointments should be scheduled around the employee's regular work schedule whenever possible. Employees will be required to use PTO or any other leave time on accrual. If no leave time is available, the time from work will be unpaid.

ARTICLE 10 UNIFORMS

Section 1 Uniforms - All Personnel

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

New hires will be provided with their District logo attire within the first 30 days, then on the same replacement schedule as other employees. Employees attending outside events such as conferences or training are expected to wear business attire or the District logo shirt with a collar.

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

Section 2 Uniforms – Field Personnel

The District shall provide up to eleven (11) uniform (shirt and pants) changes biweekly to employees who must wear uniforms and where customer recognition as a District employee is required in the field.

The District shall reserve the right to select the style and color of the work clothing.

It will provide laundry service for rented uniforms.

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

When t-shirts or other logo apparel becomes worn out, faded, or damaged, employees may return them to the Purchasing Department to receive replacements.



Section 3 Uniforms – Office Personnel

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

Section 4 Safety Footwear

Employees whose jobs may require exposure to working in the field requiring ANSI-approved safety footwear are eligible for reimbursement not to exceed \$200.00 per fiscal year. The safety footwear allowance covers footwear that meets the approved ANSI standards for the steel/composite toe protection and may also include comfort inserts. Suppose an eligible employee needs replacement safety footwear before the fiscal year ends, due to heavy wear and tear, with approval from the Human Resources Manager or designee. In that case, they can be reimbursed for the replacement to ensure they are protected. Employees must submit a receipt of purchase and proof of ANSI compliance to be eligible for reimbursement.

ARTICLE 11 NEW EMPLOYEE BARGAINING UNIT ORIENTATION

Section 1 Advance Notice of New Employees' Start Dates

The District will provide advanced notification to the bargaining unit of each new employee's scheduled start date as follows:

- 10 days in advance whenever possible, OR
- As soon as new employee's start date is known (if it is not possible to provide notice 10 days in advance).

Section 2 Access to New Employees during New Hire Orientation

The District will provide up to one (1) hour in each new employee's Orientation schedule for a representative of the bargaining unit to meet with the new employee. The intent of these meetings is to introduce the new employee to the bargaining representative, review the appropriate MOU, and answer any questions the employee may have regarding the bargaining unit or the collective bargaining process.

The District will create a portal on the online Onboarding system for each bargaining unit. A designated representative from each bargaining unit will be granted Administrator access to add, update, edit, and delete content from that bargaining unit's portal as an ongoing communication tool with its new and existing members.

Section 3 Access to Employee Contact Information

- The District will provide the designated representative of each bargaining unit with a list of all current employees in the bargaining unit and their contact information including: Full Name, Position, Department, and District email address.
- The District will provide the appropriate bargaining unit with the contact information described above for each new employee within five (5) business days of new employee's start date or transfer into the bargaining unit.
- The District will notify the appropriate bargaining unit of each separation of employment or transfer out of the bargaining unit within five (5) business days of said change so that the bargaining unit can remove the employee from their contact list.

- Due to privacy concerns, the Bargaining Unit expressly waives its right to receive employee's personal contact information including home phone numbers, personal cell phone numbers, and personal email addresses.
- Due to privacy concerns, the Bargaining Units expressly waives its right to receive a list of all employees' contact information every 120 days, instead agreeing to the above provisions.

ARTICLE 12 ME-TOO CLAUSE

Suppose the District commences negotiations for a successor MOU with any other bargaining unit before the Rainbow Employee are due to commence negotiations. In that case, REA may send one representative and one alternate to participate in joint negotiations, limited to the topics of Cost-of-Living Adjustments and health insurance cost-sharing terms. Upon agreement between the District and REA, Article 6, Section 1.2 COLAs and Article 7 Section 1 Medical and Dental Insurance may be modified by Addendum before the expiration of the term of this agreement, as long as it is no less than what is contained herein.



ARTICLE 13 GRIEVANCE PROCEDURE

Association and the District wish to work together to make every reasonable effort to resolve grievances, as defined in this grievance procedure, as near as possible to the point of origin.

Section 1 Definitions

Grievance. A grievance is an alleged violation, misinterpretation, or misapplication of a specific provision of the Memorandum of Understanding ("MOU") or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

Grievant. A grievant is any employee of the bargaining unit or the bargaining unit who alleges they are personally adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of the MOU or any other District policy which affects the employee's wages, hours, or other terms and conditions of employment. However, grievable matters specifically do not include disciplinary matters which are governed by other written procedures.

Business Day. A business day is any day on which the District is open for business.

Immediate Supervisor. The immediate Supervisor is the lowest level administrator who has been designated to adjust grievances and has immediate jurisdiction over the grievant. Any questions about who constitutes the grievant's immediate Supervisor should be addressed to the Human Resources Manager.

Section 2 Informal Process

A grievant shall orally notify his/her immediate Supervisor or the Human Resources Manager, as defined in Article 13, Section 1 of this policy, that they have a grievance and of the general nature of the grievance, within seven (7) business days of the event resulting in the grievance.

Within seven (7) business days of the oral notification, the person notified shall meet with the grievant and orally discuss the grievance in detail. It is the intent of this Informal Resolution process that at least one personal conference where the grievance is orally discussed in detail be held between the grievant and the person notified. Failure to do so will render the grievance null and void, and the grievant will not be entitled to proceed to the next level of the grievance procedure.

Within seven (7) business days of the conclusion of the Informal Process, the party notified shall prepare a memorandum documenting the results of the Informal Process. They shall send the memorandum to both the grievant and the Human Resources Manager.

Section 3 Steps of the Formal Process

Suppose the grievance is not settled to the grievant's satisfaction during the Informal Process and the grievant wishes to pursue the grievance. In that case, the grievant shall present their grievance in writing according to the steps and timelines specified below. The grievance shall be typed or legibly hand-written and include the following information:

- A statement of the specific provision of the applicable MOU or other written District policy which affects the employee's wage, hours, or other terms and conditions of employment that was allegedly violated, misinterpreted, or misapplied;
- A complete statement of the facts and events involved in the matter, including the date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
- The documents, witnesses, or other evidence that support the grievance;
- An explanation of how the employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
- A statement of the corrective action requested and the reason the corrective action is appropriate;
- The grievant's signature and the date the grievance was submitted; and
- The date the informal grievance was initially presented and to whom it was presented under the Informal Process.

No grievance will be accepted for processing unless the grievant provides all of the information listed above.

Step 1: Department Manager or Human Resources Manager

The grievant must present the written grievance to the Department Manager or the Human Resources Manager within seven (7) business days after the date the memorandum documenting the results of the Informal Process is provided to the grievant.

Within seven (7) business days after the grievant presents their written grievance, the Department Manager or Human Resources Manager may, at their discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance.

The Department Manager will provide a written response to the grievant within seven (7) business days after receipt of the written grievance or within seven (7) business days after any scheduled meeting or meetings that is/are held, whichever occurs later.

Step 2: Appeal to the General Manager

Suppose the grievance is not settled to the grievant's satisfaction at Step 1, and the grievant wishes to pursue the grievance. In that case, the grievant must present the written grievance to the General Manager within seven (7) business days after the date of the written response to the grievant at Step 1.

Within seven (7) business days after the grievant presents their written grievance, the General Manager may, at their discretion, schedule a meeting with the grievant to discuss the matter. After considering the facts and an investigation, the General Manager will provide a written decision to the grievant.

The General Manager's decision will be limited as follows:

- The decision shall neither add to, detract from, nor modify the language of the applicable MOU.
- The decision shall be confined to the precise issue(s) the grievance raised and that the grievant submitted.
- Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has lost due to the matters alleged in the grievance. In no event shall any grievance award include any other types of damages or attorneys' fees.

The General Manager may delegate non-involved managers or non-District employees to act on the District's behalf at any level of the grievance process. The findings and recommendations any such individual renders shall be advisory to the General Manager, who may accept, reject, or modify that individual's

recommendation, and who shall issue a determination within seven (7) business days.

Step 3: Appeal to Board of Directors

Suppose the grievance is not settled in Step 2, and the grievant desires to appeal. In that case, they shall submit their appeal in writing to the Board of Directors within seven (7) business days after the General Manager has given their decision. A hearing before the Board of Directors with the grievant's representative present if desired by the grievant shall be held at the next regular Board meeting.

The Board of Directors shall decide on the grievance in writing to the employee and the General Manager within fourteen (14) business days following the meeting. The Board of Directors' decision shall be final and binding.

Section 4: Additional Rules Applicable to The Grievance Procedure

Representation. Either the District or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.

Withdrawal. A grievant may withdraw any grievance at any time by giving written notice to the District representative who last took action on the grievance and by providing a copy of the notice to the Human Resources Manager.

Resolution. Suppose the grievant does not present the grievance to the next level within the time limits for each step. In that case, the grievance shall be considered resolved based on the response at the last level.

Waiver. The grievance is deemed waived by the grievant for all purposes if the grievant does not process the grievance within the time frames outlined in this grievance procedure.

Deemed Denied. Suppose the District does not respond to a grievance within the time frames set forth for each step. In that case, the grievant may elect to treat the grievance as denied and immediately appeal the grievance to the next step.

Written Agreement to Extend Time. In extenuating circumstances, the parties may mutually agree in writing to extend time at each step. The time extension will only be effective for the amount of the time extension agreed to in writing, and for the step it applies to as agreed in writing.

Grievance Meetings. Grievance meetings will be held during regularly scheduled work hours of the grievant and the individual to whom the grievance is presented unless otherwise mutually agreed.

Section 5: Non-Retaliation

No party to a grievance shall be subject to retaliation for utilizing the grievance procedure in good faith.

ARTICLE 14 DISCIPLINE PROCEDURE

California Water Code Section 71362 states that District employees serve at the pleasure of the General Manager. However, in prior Memorandums of Understanding ("MOU"), the Board of Directors provided for appeals of disciplinary actions in the MOU agreements. So, separate discipline procedures are provided for employees hired before and after July 1, 2017.

Employees Hired Before July 1, 2017

Disciplinary procedures for employees hired before July 1, 2017, are outlined in the Supplemental Memorandum of Understanding dated July 1, 2017.

Employees Hired After July 1, 2017

Disciplinary procedures and terminations pertaining to employees hired after July 1, 2017, are outlined in the Employee Handbook.

ARTICLE 15 SEVERANCE

Employees hired after July 1, 2017, shall be entitled to severance pay if the District terminates employment after one year of service has been completed. The amount of severance eligibility increases with years of service, as follows:

Length of Service	Severance Benefit
1 – 3 years	2 weeks' pay with 1 month of COBRA benefits
4 – 5 years	4 weeks' pay with 1 month of COBRA benefits
6 – 10 years	6 weeks' pay with 2 months of COBRA benefits
11 years or more	8 weeks' pay with 2 months of COBRA benefits

One week's pay shall be considered 40 hours at the employee's current base hourly rate, not including any overtime. The employee's right to receive the severance pay set forth above is conditioned upon the employee executing a release of claims against the District. However, no employee is entitled to any of the severance benefits provided in this Article if the employee's termination is due to egregious conduct including, but not limited to, assault, battery, harassment, reporting to work under the influence of drugs or alcohol, theft, embezzlement, or other illegal activity.

Employees who are involuntarily separated from employment who were hired before July 1, 2017, shall be entitled to two months of District paid COBRA benefits, conditioned upon the employee executing a release of claims against the District.

ARTICLE 16 MODIFICATIONS, WAIVER

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved, and implemented by the District's Board of Directors. The waiver of any breach, term, or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 17 PROVISIONS OF LAW

This Memorandum of Understanding is subject to all current and future applicable federal, state, and local laws. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 18 DISTRICT RIGHTS

It is understood and agreed that the District possesses the sole right and authority to operate and direct the District's employees and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the District before the execution of this agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control, and determine the operations or services to be conducted by employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;
6. To promote, suspend, discipline or discharge;
7. To lay off or to relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment, or facilities;
10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.

ARTICLE 19 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals concerning any subject or matter not removed by law from the area of collective bargaining. The parties met and conferred regarding disciplinary procedures. After the exercise of that right and opportunity, the parties' understanding, and agreements are outlined in this agreement. Concerning disciplinary procedures, this Agreement references and incorporates by that reference the Supplemental Memorandum of Understanding dated July 1, 2017, pertaining to disciplinary procedures for employees hired before July 1, 2017.

Therefore, the District and Association, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively concerning any subject or matter referred to, or covered in this agreement, or concerning any subject or matter not explicitly referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Approved by the Board of Directors of the Rainbow Municipal Water District on June 22, 2021.

RAINBOW MUNICIPAL WATER DISTRICT

RAINBOW ASSOCIATION OF SUPERVISORS
AND CONFIDENTIAL EMPLOYEES

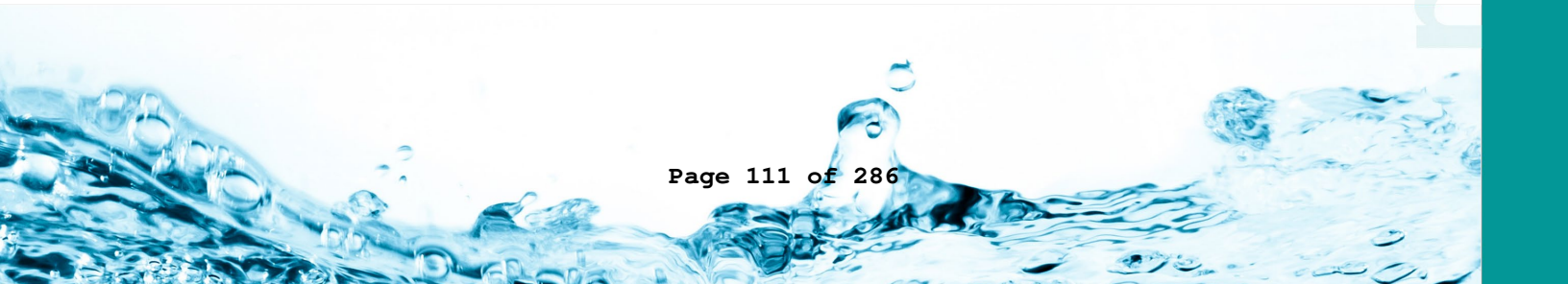
Hayden Hamilton, Board President

Dawn Washburn, RASCE President

Date

Date

rasce mou



BOARD OF DIRECTORS

June 22, 2021

SUBJECT

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

BACKGROUND

The existing Memorandum of Understanding (MOU) with the Rainbow Exempt Employees expires on June 30, 2021. Based on the Board's direction, the General Manager and Human Resources Manager began negotiations on a successor agreement with the designated representatives from the Rainbow Exempt Employees on February 10, 2021. The District and Exempt Employees have reached a tentative agreement on all items included in the successor MOU.

DESCRIPTION

The proposed successor MOU covers the period of July 1, 2021, through June 30, 2025. A copy of the MOU is attached.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Three: Workforce Development – The proposed successor MOU changes or adds several provisions that are consistent with this strategic focus area. Specifically, it will:

- Add student loan repayments to the existing Educational Assistance benefit due to changes to Section 127 of the Internal Revenue Code.
 - Fiscal Impact: The benefit amount itself did not change, but employees will qualify to use the benefit even after they have completed school if they have qualifying student loans to repay. Annual costs could range from \$0 to more than \$26,000.

Strategic Focus Area Four: Fiscal Responsibility – The proposed successor MOU improves the District's financial position by:

- Changing the Cost-of-Living Adjustments (COLAs) maximums from 3% to 1.5% for FY 2021-22 and 2022-23 and 2% for FY 2023-24.
 - Fiscal Impact: If the CPI-U for San Diego County is greater than these maximum amounts, then it could save the District more than \$87,000 in prevented base pay escalations in the first three fiscal years of the MOU term.
- Restructuring the merit award program to combine base pay and lump-sum award matrices into a single matrix.

- Fiscal Impact: Exact impact is unknown, as it is contingent upon the results of employee performance reviews, just as the previous program was. The change is designed to maintain a similar annual merit budget of 3%, but with a slight shift in spend from base pay to lump-sum awards, which do not compound year-over-year and are not pensionable. Savings are estimated at \$26,000 for the term of the MOU.
- Changing the Medical Insurance Cost-Sharing formulas incentivizes employees to elect the lower cost medical plans, and adding a cash-in-lieu of benefits option.
 - Fiscal Impact: Unknown because it depends on voluntary enrollment changes. The impact could be negligible savings to estimated savings of \$220,000 over the term of the MOU.

BOARD OPTIONS/FISCAL IMPACTS

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

Fiscal Impact: Several variables make the exact fiscal impact impossible to predict. Most changes are designed and estimated to be comparable to previous employee compensation and benefits programs or fiscally neutral. However, several items will have a modest fiscal impact or could result in either new expenses or new savings to the District. The total estimated fiscal impact is:

Provision	Potential Increase to Costs, Compared to Current MOU	Potential Savings, Compared to Current
COLAs	-	(\$31,000)
Merit Awards	Variable/unknown	(\$26,000)
Health Care Cost Share	\$3,000	(\$220,000)
Cash-in-Lieu of Benefits	\$24,700	(\$146,000)
Educational Assistance Program	\$26,250	-
TOTAL POSSIBLE FICAL IMPACT	\$53,950	(\$507,400)

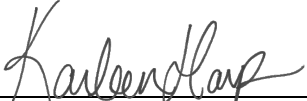
- 2) Approve Resolution No. 21-15 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association with revisions.
- 3) Provide staff with further direction.
- 4) Do not approve Resolution No. 21-15 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Employees Association.

ENVIRONMENTAL

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

STAFF RECOMMENDATION

Staff supports option #1 to Approve Resolution No. 21-15 approving a successor Memorandum of Understanding between the Rainbow Municipal Water District and Rainbow Exempt Employees.



 Karleen Harp
 Human Resources Manager

June 22, 2021

RESOLUTION NO. 21-15

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE
RAINBOW EXEMPT EMPLOYEES**

WHEREAS, the Rainbow Exempt Employees has had ongoing negotiations with the Board of Directors through the General Manager for fiscal years 2021-2022, 2022-2023, 2023-2024, and 2024-2025; and

WHEREAS, the employees and Board have reached agreement on terms of employment; and

WHEREAS, the terms have been included in the Memorandum of Understanding;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED that the Board of Directors of Rainbow Municipal Water District adopts Resolution No. 21-15, approving the Memorandum of Understanding with the Rainbow Exempt Employees for the term of July 1, 20 through June 30, 2025.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Rainbow Municipal Water District held on the 22nd day of June, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary



RAINBOW
MUNICIPAL WATER DISTRICT
Committed to Excellence



EXEMPT



MEMORANDUM OF UNDERSTANDING
JULY 1, 2021 - JUNE 30, 2025



Contents

PREAMBLE	1
ARTICLE 1	RECOGNITION AND CONDITIONS	1
ARTICLE 2	IMPLEMENTATION.....	1
ARTICLE 3	TERM.....	1
ARTICLE 4	NON-DISCRIMINATION.....	2
ARTICLE 5	COMPENSATION.....	2
Section 1	Salary Grades and Pay Ranges	2
Section 2	Cost of Living Adjustment (COLA)	2
Section 3	Merit Awards	3
Section 4	Out of Class Pay	4
Section 5	Retirement Notice Bonus.....	4
Section 6	Cash In-Lieu of Benefits.....	4
ARTICLE 6	EMPLOYEE BENEFITS.....	4
Section 1	Medical, Dental, and Vision Insurance.....	4
Section 2	Retirement Health Care Contribution	8
Section 3	Deferred Compensation Matching Programs.....	9
Section 4	Life and Disability	10
Section 5	Public Employees' Retirement System.....	10
Section 6	Education Assistance Program	11
ARTICLE 7	PAID TIME OFF	12
Section 1	PTO Accrual Rates.....	12
Section 2	Paid Time Off Buyback.....	12
Section 3	Civic Duty Leave	12
Section 4	Holidays.....	13

Section 5	Meritorious Leave	14
ARTICLE 8	UNIFORMS	14
ARTICLE 9	SAFETY FOOTWEAR	15
ARTICLE 10	NEW EMPLOYEE BARGAINING UNIT ORIENTATION	15
Section 1	Advance Notice of New Employees' Start Dates.....	15
Section 2	Access to New Employees during New Hire Orientation	15
Section 3	Access to Employee Contact Information	15
ARTICLE 11	SEVERANCE PAY	16
ARTICLE 12	ME-TOO CLAUSE.....	16
ARTICLE 13	RENEGOTIATIONS	17
ARTICLE 14	MODIFICATIONS, WAIVER	17
ARTICLE 15	PROVISIONS OF LAW	17
ARTICLE 16	DISTRICT RIGHTS	17
ARTICLE 17	ENTIRE AGREEMENT	18



PREAMBLE

This agreement is made and entered into this 23RD day of June 2021 to be effective beginning July 1st, 2021, and between the Rainbow Municipal Water District, from now on referred to as the District, and the Rainbow Exempt Employees, from now on referred to as the Exempt Employees.

ARTICLE 1 RECOGNITION AND CONDITIONS

The District recognizes the Exempt Employees as representative of the unit set forth below. The General Manager agrees to meet and confer with said Exempt Employees on all matters relating to the scope of representation impacting the employees of said unit, as authorized by law. The recognized representation shall consist of all Exempt Employees of the District except the General Manager.

The General Manager may terminate Exempt Employee's employment and, as a result of this, terminate this agreement at any time. It is understood and agreed that Exempt Employees are "at will" employees. As an "at will" employee, Exempt Employee's employment may be terminated at any time, and no reason need be given for such termination. In the event of such termination, Exempt Employee shall have no right to a hearing or other review of the reason for the termination by the District and Exempt Employee expressly waives any right to such a hearing or other review which may otherwise be granted by law or which may apply to other employees of the District. However, Exempt Employees will be entitled to severance pay as stated in Article 11.

ARTICLE 2 IMPLEMENTATION

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to budget the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding;
3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached; and
4. Agreement is signed by the designated District Board of Director and ratified by a majority of Exempt Employees.

ARTICLE 3 TERM

The term of this Memorandum shall commence on July 1st, 2021. It shall expire and otherwise be fully terminated at midnight on June 30th, 2025.



ARTICLE 4 NON-DISCRIMINATION

The District and the Exempt Employees mutually agree that there will be no discrimination against any employee in the application of the terms of this agreement because of race, sex, age, physical or mental disability, religion, sexual orientation, gender identity, or any other category protected by applicable federal, state or local law. The District and Exempt Employees agree that the District is permitted to take all actions necessary to comply with all applicable federal, state, and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this agreement, regardless of any provisions of this agreement.

ARTICLE 5 COMPENSATION

Section 1 Salary Grades and Pay Ranges

Pay ranges are established in the Rainbow Municipal Water District Exempt Salary Grades. The resulting Salary Grade pay ranges are adopted by separate action of the Board of Directors. Effective on July 1st of each year that this agreement is in effect, the following pay range adjustments will be made:

Exempt Salary Grade ranges shall be increased by an amount equal to the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with a minimum adjustment of .5% and no maximum. The following hypothetical example illustrates how the pay range adjustment would be calculated:

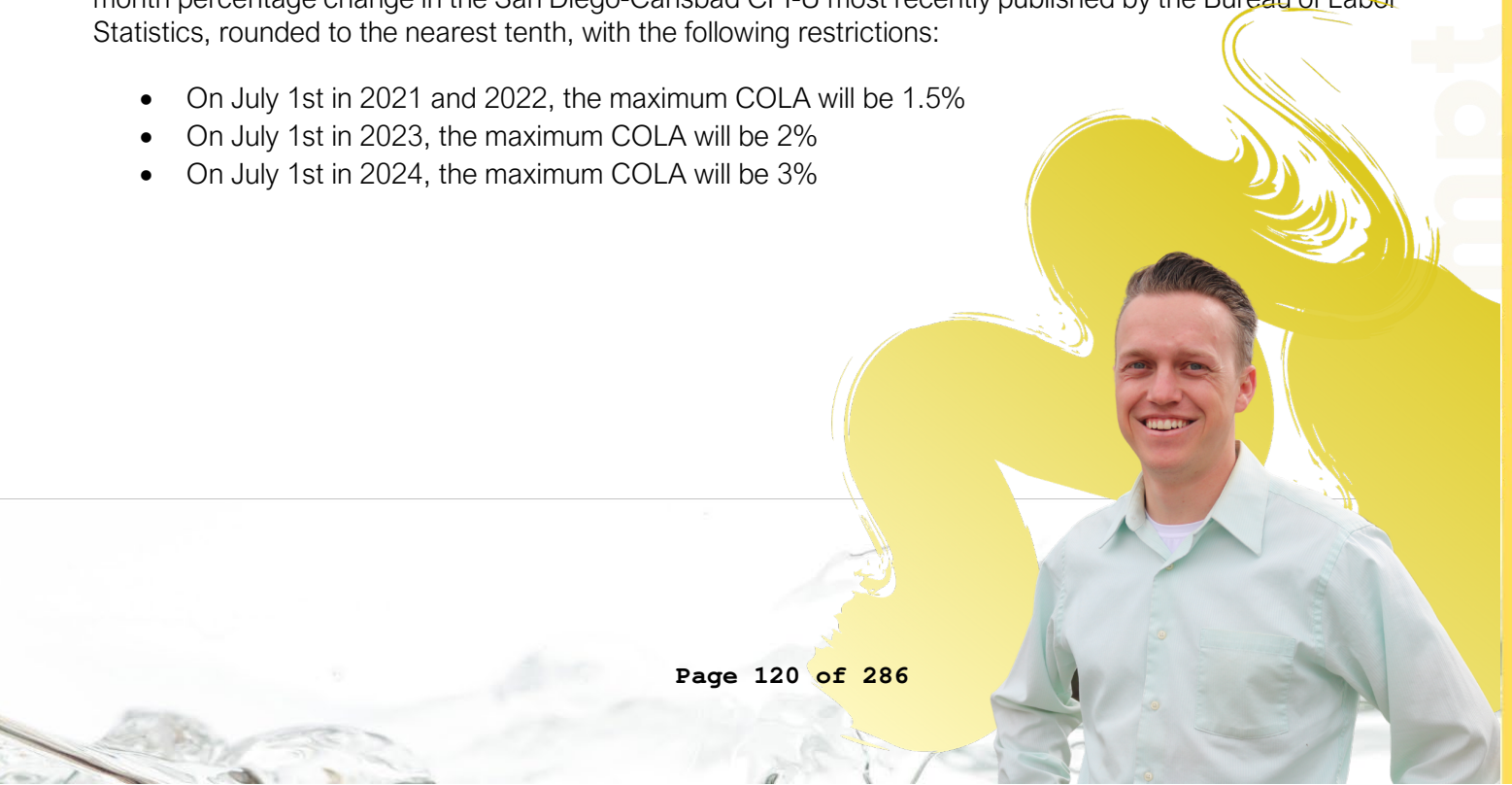
- San Diego-Carlsbad CPI-U as of May 2020: 300 (note this is not the actual number)
- San Diego-Carlsbad CPI-U as of May 2021: 304.905

The 12-month percent change is 1.635%, so the minimum and maximum of each Exempt Salary Grade pay range would increase by 1.6%

Section 2 Cost of Living Adjustment (COLA)

On July 1st of each year, each employee will receive a base pay Cost-of-Living-Adjustment based on the 12-month percentage change in the San Diego-Carlsbad CPI-U most recently published by the Bureau of Labor Statistics, rounded to the nearest tenth, with the following restrictions:

- On July 1st in 2021 and 2022, the maximum COLA will be 1.5%
- On July 1st in 2023, the maximum COLA will be 2%
- On July 1st in 2024, the maximum COLA will be 3%



Section 3 Merit Awards

All employees shall be eligible for consideration for a merit award after one year of employment and each year after that. Merit awards will be in the form of base pay increases unless the award causes the employee's base pay to exceed the maximum pay range for their Salary Grade. If this occurs, the employee will receive a lump sum for the annual equivalent amount exceeding the maximum of the pay grade. According to CalPERS rules, lump-sum merit awards are not subject to CalPERS contributions. Merit awards will be calculated by averaging the merit award percentage that corresponds with the score in each Performance Factor of the Annual Performance Review, per the following matrix:

Excellence Achieved	6%
Exceeds Expectations	3.5%
Successful	2%
Approaching Success	0%
Unsuccessful	Disqualified

Employees who receive an Unsuccessful rating in any Performance Factor or are on a Performance Improvement Plan will not be eligible for a merit award.

The following examples illustrate how a merit award is calculated:

EXAMPLE CALCULATION:

If Employee A's base pay is \$3,800.00 per pay period, a 3% merit award would bring their base pay to \$3,914.00 per pay period. If the maximum of their pay grade is \$3,914.00 per pay period or greater, then the entire award will be in the form of a base pay increase.

Suppose the maximum of their pay grade is less than \$3,914.00 per pay period. In that case, the employee will receive a base pay increase up to the maximum of the Salary Grade and a lump sum award for the annual equivalent of the difference. For example, if the maximum of the pay grade is \$3,875.00 biweekly, then the employee's base pay will increase to \$3,875.00 per pay period, and they will receive a lump-sum payment of \$39 x 26 pay periods = \$1,014.00

Performance Factors	Excellence Achieved	Exceeds Expectations	Successful	Approaching Success	Unsuccessful	Merit Percentage
Responsibility	X					6%
Integrity		X				3.5%
Innovation				X		0%
Professionalism		X				3.5%
Teamwork			X			2%
MERIT AWARD						3.0%



Section 4 Out of Class Pay

The General Manager shall have the discretion to assign Out of Class Pay of up to 10% when an exempt employee is assigned explicitly in writing to perform the duties of a higher-level position for a position at a higher pay grade for more than two full pay periods.

Section 5 Retirement Notice Bonus

To encourage and reward advance notice of an employee's intent to retire, the District will pay a \$1,000 Retirement Bonus for employees who give more than six months' notice of the intended retirement date in writing. The bonus shall be paid on the employee's last day worked, provided the actual date is within one month of the date given in the Notice of Intent to Retire.

Notices of Intent to Retire may be rescinded within 28 days of submittal. After that point, the District begins to expend considerable time and monetary resources to prepare for the employee's retirement. Therefore the notice cannot be rescinded after 28 days. Suppose an employee rescinds their Notice of Intent to Retire. In that case, they will forfeit their eligibility for the Retirement Notice Bonus in the future.

Section 6 Cash In-Lieu of Benefits

Exempt employees who do not wish to enroll in one of the District's offered health plans will have the choice of waiving coverage, provided they can show that they are covered under another group insurance program. Exempt employees who decline coverage through the District's health plans will be eligible for a cash stipend in the amount of \$340 per month (\$4,080 annually), payable the first pay period of each month.

ARTICLE 6 EMPLOYEE BENEFITS

Section 1 Medical, Dental, and Vision Insurance

The District shall offer affordable group medical, dental, and vision insurance plans to all full-time employees. The District's contribution towards the cost of the insurance premiums will vary based on which health plan and which coverage tier the employee selects.

Due to the possible volatility of the health insurance market, the parties agree that certain circumstances may warrant renegotiating the terms of this Section of this Article before this contract expires. The following circumstances may trigger a renegotiation of this Article:

- If the health plans the District offers become unavailable due to factors outside the District's control, such as unilateral changes imposed by an insurance carrier;
- If premium costs for an offered plan increase by more than 15% in a single year;
- If the parties desire to seek comparable plans with lower premium costs from other insurance carriers.
- If any of these conditions occur, the District will notify the bargaining unit President in writing of the District's intent to renegotiate this Section of this Article no later than August 15th for changes to be effective in the following plan year.



Health Savings Account Deposits

Employees who elect to enroll in either the Anthem or Kaiser Consumer Driven Health Plans will be eligible to enroll in Health Savings Accounts. Health Savings Accounts may be used to pay for out-of-pocket medical, dental, and vision care expenses, including copays, prescriptions, and other qualifying expenses per IRS regulations.

On the first banking day of the calendar year, the District will make deposits into the Health Savings Accounts on behalf of the eligible employees. The amount the District will fund depends on the employee's coverage tier, as follows:

Plan Selected	Amount Funded into HSA		
	Employee Only	Employee + 1	Family
Anthem CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800
Kaiser CDHP	Full Deductible (\$1,500)	\$2,800	\$2,800

Employees may elect to contribute additional funds into their Health Savings Accounts through payroll deductions, up to the IRS annual contribution limits.

One-Time Enrollment Incentive HSA Contribution

As an incentive for employees who switch from either the Anthem HMO or Anthem PPO plan into either the Anthem CDHP or Kaiser CDHP plan during the Open Enrollment period for the plan year that begins January 1st, 2022, the District will make a one-time additional deposit into the employee's Health Savings as follows:

- Employee-Only coverage: \$1,000
- Employee + 1 or Family Coverage: \$1,200

This provision is only available for the specific plan enrollment changes and plan year above. It will not be offered for any plan changes after that.

Employee Only Coverage

Beginning with the plan year that begins January 1st, 2022, the District will pay 100% of the premium costs for employee-only coverage, up to the total cost of the middle plan for employee-only coverage, including District Health Savings Account contributions. Suppose the employee selects one of the two more expensive plans. In that case, the employee will contribute the difference in cost between the middle plan and the higher cost plan through payroll deductions.

Calculation example for employee-only coverage is as follows:

Plan Ranking	Plan Name (example only, ranking could change annually)	Premium cost* *example only	District HSA Contribution	Employee Cost (annually / 24 pay periods)
First plan (least expensive)	Kaiser CDHP	\$7,000	\$1,500	FREE
Second Plan	Kaiser HMO	\$9,000	n/a	FREE
Third Plan (middle plan)	Anthem CDHP	\$9,000	\$1,500	FREE
Fourth Plan	Anthem PPO	\$11,000	n/a	\$500 / year \$20.83 / pay pd
Fifth Plan (most expensive)	Anthem HMO	\$12,000	n/a	\$1,500 / year \$62.50 / pay pd



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Dependent Care Coverage

The District will contribute towards total costs for the Employee + 1 or Family coverage tiers, including premiums and HSA contributions, at varying levels based on the plan selected, according to the chart below.

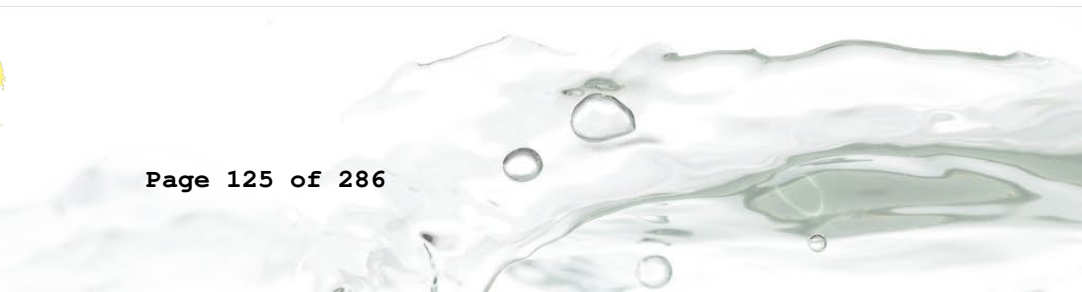
Plan Ranking	District Contribution to Total Costs	Employee Cost Share
First plan (least expensive)	100%	FREE
Second Plan	85%	15%
Third Plan (middle plan)	85%	15%
Fourth Plan	80%	20%
Fifth Plan (most expensive)	80%	20%

The Plan Rankings will be determined independently for each coverage tier. Employee + 1 and Family coverage rankings may or may not be the same and may change from year to year. The following example illustrates how the cost share for dependent care coverage will be calculated:

Plan Ranking & District/EE Cost Share	Plan Name* (example only, ranking could change annually)	Coverage Tier	Annual Premium Cost* *example only	District HSA Contribution	District Cost Share	Employee Cost Share
First plan (100%/0%)	Kaiser CDHP	Employee + 1	\$12,000	\$2,800	\$14,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Employee + 1	\$16,500		\$14,025	\$2,475
Third Plan (85%/15%)	Anthem CDHP	Employee + 1	\$17,000	\$2,800	\$16,830	\$2,970
Fourth Plan (80%/20%)	Anthem HMO	Employee + 1	\$21,000		\$16,800	\$4,200
Fifth Plan (80%/20%)	Anthem PPO	Employee + 1	\$22,000		\$17,600	\$4,400
First plan (100%/0%)	Kaiser CDHP	Family	\$17,000	\$2,800	\$19,800	\$0
Second Plan (85%/15%)	Kaiser HMO	Family	\$22,500		\$19,125	\$3,375
Third Plan (85%/15%)	Anthem CDHP	Family	\$23,000	\$2,800	\$21,930	\$3,870
Fourth Plan (80%/20%)	Anthem PPO	Family	\$28,500		\$22,800	\$5,700
Fifth Plan (80%/20%)	Anthem HMO	Family	\$29,500		\$23,600	\$5,900

Dental and Vision Insurance

The District will cover 100 percent of the premium for employees and dependents.



Section 2 Retirement Health Care Contribution

Employees hired after July 1st, 2012, will not be eligible for Retirement Health Care Contributions.

Employees hired before July 1st, 2012, will be eligible for Retirement Medical Contributions if they elect not to participate in the District's 401(a) retirement savings plan.

For eligible employees, upon retirement at age 50 or older and with a minimum of ten (10) years of continuous service with the District, the District agrees to a Retirement Health Care Contribution of up to \$363.00 per month towards the retired employee's or up to \$726.00 per month for the retired employee and retired spouse's actual insurance premium costs, until each become eligible for full Medicare coverage. Suppose either the retired employee or retired spouse becomes eligible for Medicare. In that case, the contribution will be reduced to \$363.00 per month until both the retiree and retired spouse become eligible for Medicare. The assistance period for either the retired employee or the retired spouse will be for a maximum of ten (10) years.

There will be two methods of receiving the Retirement Health Care Contribution:

Reimbursement

Retirees and their retired spouses may purchase health care coverage outside of the District's group health plans. The District will reimburse them for the actual cost of health and dental insurance premiums, up to the established limits above. Retirees must submit receipts or other proof of payment to the Finance Department to receive this reimbursement.



Continuance on District Plans with Retiree Cost-Sharing

Retirees eligible for the Retirement Health Care Contribution will have the option to remain on the District's group insurance plans offered through ACWA-JPIA and have the Retirement Health Care Contribution amount applied towards the monthly premium costs, as long as the following conditions are met:

- The retiree will be responsible for paying the difference between the actual premium costs and the District's Retirement Health Care Contribution by the first day of each month. A 2% administration fee will be charged for all late payments. Failure to pay the retiree's share of the premiums within 30 days after the due date will result in the cancellation of coverage. Retirees and spouses whose coverage is canceled for non-payment will not be eligible for reinstatement in the group plan.
- Employees who wish to continue on District Plans in retirement must notify the District before the date of retirement and will transfer directly from active status to retired status on the group plan with no lapse in coverage.
- Employees must enroll in the plan they wish to retire into during the Open Enrollment period before retirement. After this point, the only allowable changes are as follows:
 - A retiree may disenroll at any time but may not re-enroll at a later date.
 - A retiree may delete a dependent at any time but may not re-enroll the dependent later.

- Suppose a retiree on an HMO plan relocates to a non-HMO service area. In that case, they will be allowed to enroll in a PPO or CDHP plan. If the retiree moves back into the HMO service area, the retiree may re-enroll in the HMO.
 - The retiree may change from a plan with higher monthly premiums to a plan with lower premiums at any time. However, this election is irrevocable, and they may not switch back.
- Unmarried retirees may only remain on the group plan until they reach Medicare eligibility age.
 - For married retirees, the spouse who reaches Medicare eligibility age first must enroll in Medicare A & B for the spouse who is not yet eligible for Medicare to remain on the group plan. Once both the retiree and spouse have reached Medicare eligibility age, they are no longer eligible to remain on the group plan.
 - If a retiree reaches Medicare eligibility age before their spouse and fails to enroll in Medicare A & B, both the retiree and their spouse will become ineligible to continue on the group plan. The spouse will then be eligible to enroll in COBRA and may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
 - Suppose the retiree becomes deceased while enrolled in Retiree Coverage. In that case, the surviving spouse will lose eligibility for retiree coverage on the group plan but will become eligible to enroll in COBRA. A surviving spouse may access any remaining Retirement Medical Contribution for which they are eligible through the reimbursement option.
 - Since coverage on the District's plans must be continuous, past retirees cannot re-enroll in the District's plans. COBRA coverage does not count as continuous coverage.
 - If the District's Retirement Health Care Contribution amounts above fail to meet the minimum contribution amounts required by ACWA-JPIA (currently 25% of the least cost retiree-only plan for which the retiree is eligible), then the option to continue on District plans will discontinue. Retirees will need to access this benefit through the reimbursement method.

Section 3 **Deferred Compensation Matching Programs**

457(b) PLAN

The District will provide a dollar-for-dollar matching program of up to \$100.00 per pay period per employee into a 457(b) retirement savings account. The employee may contribute additional unmatched funds through payroll deductions, subject to IRS rules.

401(a) PLAN

The District agrees to establish a 401(a) retirement savings account to assist employees in saving for retirement medical or other retirement expenses. The District will fund the 401(a) accounts as follows:

For Exempt employees hired after July 1st, 2012, the District will match employee contributions to the 401(a) account per the following terms:

0 – 5 years of service:	\$35 per pay period
5-10 years of service:	\$75 per pay period
10-20 years of service:	\$125 per pay period
Over 20 years of service:	\$170 per pay period

The District's matching funds will be tax-deferred, and will become vested per the following vesting schedule:

- 1 year of service = 20% vested
- 2 years of service = 40% vested
- 3 years of service = 60% vested
- 4 years of service = 80% vested
- 5 years of service = 100% vested

If an employee leaves the District's employment before the District's contributions to the 401(a) account have become 100% vested, then the unvested funds will be forfeited and returned to the District. Employee contributions to the 401(a) account will be on a post-tax basis. The employee may contribute additional funds subject to IRS annual limits.

Section 4 Life and Disability

The District shall pay for Exempt Employees' life, short and long-term disability, unemployment, and worker's compensation insurance.

Section 5 Public Employees' Retirement System

The District participates in the California Public Retirement System (CalPERS). All employees hired at the District before January 1st, 2013 are under the CalPERS miscellaneous formula of 2.5% @ 55 with the one (1) year final compensation period used to calculate retirements. The employees contribute 8% of their annual salary.

A full-time new employee hired on or after January 1st, 2013, will be subject to the Public Employees Pension Reform Act (PEPRA). A new employee who is also a "New Member" to CalPERS will participate under the mandatory miscellaneous formula of 2% @ 62 with the three (3) year final compensation period use to calculate retirements. The employee contributes 50% of the normal cost established by CalPERS as outlined in the Public Employees' Pension Reform Act of 2013 (PEPRA).

According to the PEPRA, a "New Member" is defined as:

1. An individual who is hired on or after January 1st, 2013 and has no prior membership in any California public retirement system
2. An individual whom a different CalPERS employer rehires on or after January 1st, 2013, after a break in service greater than six (6) months
3. An individual who is brought into CalPERS membership for the first time on or after January 1st, 2013, and who is not eligible for reciprocity with another California public retirement system

Suppose a former CalPERS eligible employee of the District has a break in service of more than six (6) months but returns to service with the same District. In that case, the former employee **will not** be considered a new member, according to PEPRA.



Section 6 Education Assistance Program

The District will reimburse employees for qualified educational costs for their own education, including tuition, books, fees, and student loan repayments. This reimbursement will be tax-free, per the provisions of Section 127 of the Internal Revenue Code.

- For employees with less than three years of service to the District, the District will reimburse 80% of qualified educational expenses, up to a maximum of \$5,250.00 per calendar year.
- For employees with three or more years of service at the District, the District will reimburse 100% of qualified educational expenses, up to \$5,250.00 per calendar year.

To determine eligibility, the following requirements must be met:

- Courses taken during employment must be pre-approved courses of study leading to attaining a degree or accreditation or providing the course of study is pertinent to the employee's position at the District.
- Courses must be completed with a grade of a "C" grade or higher. A "pass" will be accepted for classes where a pass/fail grading system is used. The class's end date will be the date used to calculate the employee's length of service and in which calendar year the reimbursement will be applied.
- Employees must submit applications to their manager and get approval before starting courses for educational assistance.
- Requests for reimbursement must be submitted within 30 days after completion of the course. Suppose an employee leaves District employment before completion of the approved course. In that case, the District will not reimburse the employee for the course.
- No assistance will be made if the employee utilizes other reimbursement sources (i.e., GI Bill) to pay for the course or portions of the course.
- For student loan reimbursements, the loans must have been for the employee's own education. The loan must have been used to obtain a Certification or Degree relevant to the employee's job with the District. Proof of completion of the Degree and student loan payments will be required to obtain reimbursement.

ARTICLE 7 PAID TIME OFF

Section 1 PTO Accrual Rates

Paid time Off shall be granted to each Exempt employee and shall be accrued as follows:

Length of Service	Accrual Rate Per Pay Period	Annual Accrual Equivalent	Maximum Accrual
0 -3 years	9.23 hours	240 hours	480 hours
3 years and above	10.77 hours	280 hours	560 hours

Employees may accumulate Paid Time Off up to a maximum of two times the employee's annual entitlement. Upon reaching the maximum accrual, PTO hours will no longer accrue until they use PTO hours to bring their balance under the maximum.

Suppose the District has previously approved a PTO Leave request. Through no fault of the employee, the leave request is cancelled by the District, and an employee reaches the maximum accrual. In that case, the District will compensate the employee for additional hours accumulated beyond the maximum accrual until the requested leave can be granted.

Upon separation from the District, all Exempt Employees will be paid 100% of their accumulated Paid Time Off balance at the employee's present pay rate.

Section 2 Paid Time Off Buyback

"Employees may cash out accrued paid time off (PTO) of a minimum of 40 hours once per year with the following stipulations:

- An IRREVOCABLE request must be completed and submitted during December for cashing out PTO on the last pay period in January of the following year.
- The irrevocable request may not exceed 280 hours.
- The employee must have taken at least 80 hours cumulative leave (PTO) between December 1st of the previous year and November 30th of the current year.
- The employee must maintain a minimum balance of 80 hours of accrued PTO.
- A request to cash out accrued PTO due to reasons of hardship may be made at any time. The General Manager must approve the hardship request and is subject to the unforeseeable emergency definitions of the internal revenue code. (Title 26, section 1.409a-3).

Suppose the IRS changes its regulations pertaining to this policy. In that case, the District will meet and confer with the bargaining unit to determine how to manage the impact of the regulatory changes.

Section 3 Civic Duty Leave

RMWD recognizes and supports its employees' participation in civic activities such as jury duty, appearing in court as a witness, and serving as a reservist in the United States military.

When an employee is under orders to report for jury duty, to act as a witness, or for military reservist training, the District will pay for up to ten working days of Civic Duty Pay per calendar year except as

otherwise required by law. Compensation will be at the employee's regular wage rate, less any fees received from the court or compensation from the military for their service during those two weeks. In no event shall double pay to the employee result from civic duty. Civic duty service falling on a District holiday or employee's regularly scheduled day off is not payable as Civic Duty Pay. The District will not compensate the employee for mileage or meal expenses unless the employee testifies on a District-related matter.

Suppose an employee is serving as a juror for an extended period and has exhausted Civic Duty Pay. In that case, the employee will be required to use other forms of paid leave, such as PTO, Compensatory Time, or Holiday Bank. However, if the employee has already used 40 hours of PTO time for the jury service and continuing to use PTO would cause the employee's PTO balance to fall below 80 hours, the District will resume paying Civic Duty Pay. Each employee will be eligible for this extended Civic Duty Pay no more than one time for the term of this agreement.

The employee must present the notification to appear for Jury Duty or military duty to his/her supervisor as soon as it is received. Suppose a deferment is deemed necessary after consulting with the employee's supervisor. In that case, the employee should then request a letter be sent to the Jury Commissioner stating the reason(s) for deferment.

During Civic Duty Leave, employees are expected to report either to their assigned work at the District or to the court or military during working hours. It is the responsibility of the employees on Civic Duty Leave to advise their immediate supervisors of their jury duty schedule, which includes starting and ending daily.

Employees are not eligible for Civic Duty Leave when the employee is a party to the litigation or an expert witness. Employees should see Human Resources if they have questions about the Civic Duty Leave policy.

Section 4 Holidays

The District will provide twelve paid holidays per year. Compensation for paid holidays will be for the entire length of the regularly scheduled shift. Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday. All paid holidays for each year of this contract are as follows:

Holidays (Observed)	2021	2022	2023
New Year's Day		Friday, December 31st, 2021	Monday, January 2nd, 2023
Martin Luther King Jr Day		Monday, January 17th, 2022	Monday, January 16th, 2023
President's Day		Monday, February 21st, 2022	Monday, February 20th, 2023
Memorial Day		Monday, May 30th, 2022	Monday, May 29th, 2023
Independence Day	Sunday, July 4th, 2021	Monday, July 4th, 2022	Tuesday, July 4th, 2023
Labor Day	Monday, September 6th, 2021	Monday, September 5th, 2022	Monday, September 4th, 2023
Veterans Day	Thursday, November 11th, 2021	Friday, November 11th, 2022	Friday, November 10th, 2023
Thanksgiving Day	Thursday, November 25th, 2021	Thursday, November 24th, 2022	Thursday, November 23rd, 2023
Day After Thanksgiving	Friday, November 26th, 2021	Friday, November 25th, 2022	Friday, November 24th, 2023
Christmas Eve	Thursday, December 23rd, 2021	Friday, December 23rd, 2022	Monday, December 25th, 2023
Christmas Day	Friday, December 24th, 2021	Monday, December 26th, 2022	Tuesday, December 26th, 2023
New Year's Eve	Thursday, December 30th, 2021	Friday, December 30th, 2022	Monday, January 1st, 2024

Holidays (Observed)	2024	2025	2026
New Year's Day	Tuesday, January 2nd, 2024	Wednesday, January 1st, 2025	Thursday, January 1st, 2026
Martin Luther King Jr Day	Monday, January 15th, 2024	Monday, January 20th, 2025	Monday, January 19th, 2026
President's Day	Monday, February 19th, 2024	Monday, February 17th, 2025	Monday, February 16th, 2026
Memorial Day	Monday, May 27th, 2024	Monday, May 26th, 2025	Monday, May 25th, 2026
Independence Day	Wednesday, July 3rd, 2024	Friday, July 4th, 2025	
Labor Day	Monday, September 2nd, 2024	Monday, September 1st, 2025	
Veterans Day	Monday, November 11th, 2024	Tuesday, November 11th, 2025	
Thanksgiving Day	Thursday, November 28th, 2024	Thursday, November 27th, 2025	
Day After Thanksgiving	Friday, November 29th, 2024	Friday, November 28th, 2025	
Christmas Eve	Tuesday, December 24th, 2024	Wednesday, December 24th, 2025	
Christmas Day	Wednesday, December 25th, 2024	Thursday, December 25th, 2025	
New Year's Eve	Tuesday, December 31st, 2024	Wednesday, December 31st, 2025	

Holiday Bank

Holiday bank is granted to employees as a means to ensure all full-time employees receive the same number of holiday pay hours annually, as follows:

- Employees who work a 9/80 schedule will receive 8 hours of Holiday Bank for the holidays that fall on their regularly scheduled Fridays off. Holidays that fall on an A shift Friday off are highlighted in purple above. Holidays that fall on a B shift Friday off are highlighted in green above.

Holiday Bank hours will be issued at the beginning of the fiscal year (July 1st) to be available for use before the end of the fiscal year (June 30th). Any Holiday Bank hours not used by the end of the fiscal year will be forfeited. Holiday Bank hours will not be cashed out at termination of employment.

Section 5 Meritorious Leave

The General Manager shall have the discretion to grant meritorious leave of up to five workdays per year to Exempt employees who demonstrate exemplary performance, partially offset time worked outside of regular working hours for which no compensation is received. Department Managers may recommend employees to receive Meritorious Leave based on performance evaluation ratings or following extraordinary performance on a specific work project.

Meritorious leave is not guaranteed or accrued, and the amount granted, if any, would be at the sole discretion of the General Manager. Meritorious leave is not a benefit that is eligible to be cashed out upon separation of employment or during the annual PTO cash-out period.

ARTICLE 8 UNIFORMS

The District will provide one short-sleeved polo shirt and one long sleeve dress shirt to all office employees. No laundry services will be provided for t-shirts or polo shirts. Employees whose job requires more frequent customer contact may be issued additional polo shirts or dress shirts with General Manager's approval. All logo apparel shall be returned to the District upon separation of employment.

ARTICLE 9 SAFETY FOOTWEAR

Employees whose jobs may require exposure to working in the field requiring ANSI-approved safety footwear are eligible for reimbursement not to exceed \$200.00 per fiscal year. The safety footwear allowance covers footwear that meets the approved ANSI standards for the steel/composite toe protection and may also include comfort inserts. Suppose an eligible employee needs replacement safety footwear before the fiscal year ends, due to heavy wear and tear, with approval from the Human Resources Manager or designee. In that case, they can be reimbursed for the replacement to ensure they are protected. Employees must submit a receipt of purchase and proof of ANSI compliance to be eligible for reimbursement. Exempt Employees must have the shoes available for wear during work hours.

ARTICLE 10 NEW EMPLOYEE BARGAINING UNIT ORIENTATION

Section 1 Advance Notice of New Employees' Start Dates

The District will provide advanced notification to the bargaining unit of each new employee's scheduled start date as follows:

- Ten days in advance whenever possible, OR
- As soon as a new employee's start date is known (if it is impossible to provide notice ten days in advance).

Section 2 Access to New Employees during New Hire Orientation

The District will provide up to one (1) hour in each new employee's Orientation schedule for a representative of the bargaining unit to meet with the new employee. The purpose of these meetings is to introduce the new employee to the bargaining representative, review the appropriate MOU, and answer any questions the employee may have regarding the bargaining unit or the collective bargaining process.

The District will create a portal on the online Onboarding system for each bargaining unit. A designated representative from each bargaining unit will be granted Administrator access to add, update, edit, and delete content from that bargaining unit's portal as an ongoing communication tool with its new and existing members.

Section 3 Access to Employee Contact Information

- The District will provide the designated representative of each bargaining unit with a list of all current employees in the bargaining unit and their contact information, including Full Name, Position, Department, and District email address.
- The District will provide the appropriate bargaining unit with the contact information described above for each new employee within five (5) business days of the new employee's start date or transfer into the bargaining unit.
- The District will notify the appropriate bargaining unit of each separation of employment or transfer out of the bargaining unit within five (5) business days of said change to remove the employee from their contact list.
- Due to privacy concerns, the Bargaining Unit expressly waives its right to receive employee's personal contact information, including home phone numbers, personal cell phone numbers, and personal email addresses.

- Due to privacy concerns, the Bargaining Units expressly waives its right to receive a list of all employees' contact information every 120 days instead of agreeing to the above provisions.

ARTICLE 11 SEVERANCE PAY

Suppose the District exercises its right to end its at-will employment relationship with any Exempt employee. In that case, the employee shall be eligible for Severance Pay according to the terms below:

Exempt employees shall be entitled to Severance Pay and District-paid COBRA insurance coverage (for medical, dental, vision, and EAP) according to the following schedule:

Length of Service	Severance Pay
Less than one year	4 weeks' pay and one month of COBRA
Between 1 year – 2 years of service	8 weeks' pay and two months of COBRA
Between 2 years – 3 years of service	12 weeks' pay and three months of COBRA
Three or more years of service, or any Exempt employee hired on or before June 30th, 2021	120 calendar days (8.6 pay periods) of the employee's current base compensation and four months of COBRA.

Intent: Current base compensation is defined as the regular pay Exempt Employee is receiving as outlined on the current Personnel Action Notice form on file with the District at Time of separation of employment.

Employee's right to receive the severance pay set forth above is conditioned upon the Exempt Employee executing a release of claims against the District. However, no Exempt Employee is entitled to any of the severance benefits provided in this Article if the Exempt Employee's termination is due to egregious conduct including, but not limited to, assault, battery, harassment, reporting to work under the influence of drugs or alcohol, theft, embezzlement, or other illegal activity.

ARTICLE 12 ME-TOO CLAUSE

Suppose the District commences negotiations for a successor MOU with any other bargaining unit before the Rainbow Exempt Employees are due to commence negotiations. In that case, Rainbow Exempt Employees may send one representative and one alternate to participate in joint negotiations, limited to the topics of Cost-of-Living Adjustments and Medical Insurance cost-sharing terms. Upon agreement between the District and the Rainbow Exempt Employees, Article 5, Section 1 COLAs, and Article 6 Section 1 Medical Insurance may be modified by Addendum before the expiration of the term of this agreement, as long as it is no less than what is contained herein.



ARTICLE 13 RENEGOTIATIONS

If the Exempt Employees and the General Manager desires to negotiate the provisions of a successor Memorandum of Understanding, said party should serve upon the other not later than January 15th, 2025, its written request to commence negotiations. Upon receipt of such written notice and proposals, meet and confer shall begin no later than February 15th, 2025, unless written notice is given by either party and agreed to by the other party before February 15th, 2025, agreeing to an alternate starting date. The target date for the completion of negotiations is June 14th, 2025.

ARTICLE 14 MODIFICATIONS, WAIVER

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the District's Board of Directors. The waiver of any breach, term, or condition of the Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 15 PROVISIONS OF LAW

This Memorandum of Understanding is subject to all current and future applicable federal, state, and local laws. Suppose any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations. In that case, the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 16 DISTRICT RIGHTS

It is understood and agreed that the District possesses the sole right and authority to operate and direct the Exempt Employees of the District and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the District before the execution of this agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control, and determine the operations or services to be conducted by Exempt Employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;
6. To promote, suspend, discipline or discharge;
7. To lay off or to relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment, or facilities;

- 10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals concerning any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are outlined in this agreement.

Therefore, the District and the Exempt Employees, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively concerning any subject or matter referred to or covered in this agreement, or concerning any subject or matter not explicitly referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement may only be amended during its term by the parties' mutual agreement in writing.

Approved by the Board of Directors of the Rainbow Municipal Water District and the Rainbow Exempt Employees on June 22nd, 2021.

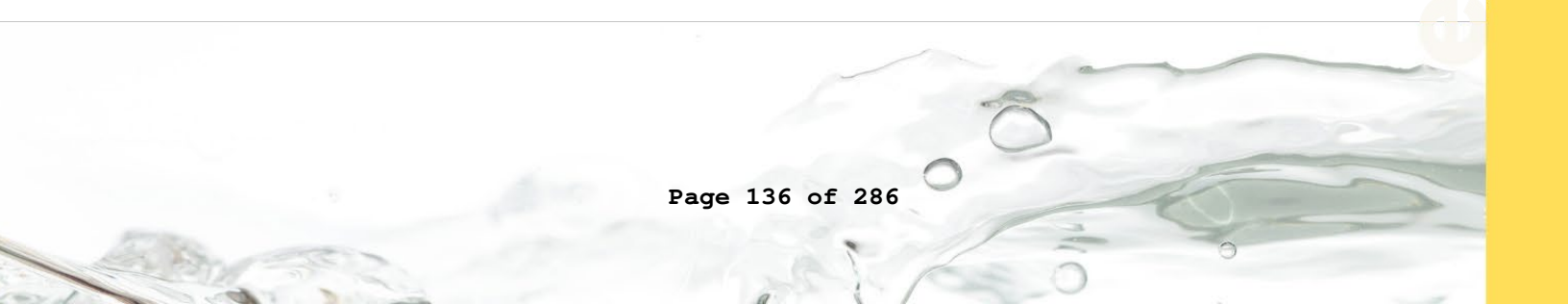
 Hayden Hamilton, Board President
RAINBOW MUNICIPAL WATER DISTRICT

Date: _____

 Stephen Coffey, Chief Negotiator
RAINBOW EXEMPT EMPLOYEES

Date: _____

rainbow exempt mou



BOARD OF DIRECTORS

June 22, 2021

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 21-16 — A RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RANGES FOR DISTRICT EMPLOYEES AND THE GENERAL MANAGER EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022

BACKGROUND

In compliance with state and CalPERS regulations, the District maintains a Pay Grade structure that includes all job classifications, pay grade levels, and monthly ranges for each grade. The table is available for public review accessible from the Rainbow MWD website. The California State Controller’s Office also publishes employee compensation data, including the District’s pay ranges.

On January 26, 2021, the Board approved the current salary grades in Resolution No. 21-05. This Resolution is attached for reference.

The memoranda of understandings (MOUs) with all three bargaining units, each submitted to the Board for consideration in separate actions under Resolution Nos. 21-13, 21-14, and 21-15 include a provision for Pay Grade adjustments to be effective July 1, 2021, based on the most recently published 12-month change in CPI-U for San Diego County, with a minimum adjustment of .5%. The most recent date for which CPI-U data is available is May 2021.

San Diego CPI-U Value

May 2020	301.317
May 2021	317.141

The 12-month change is 5.3%.


San Diego CPI data source:

<https://data.bls.gov/pdq/SurveyOutputServlet>

Data extracted on: June 10, 2021 (11:57:51 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49ESA0
 Not Seasonally Adjusted
Series Title: All items in San Diego-Carlsbad, CA, all urban consumers, not seasonally adjusted
Area: San Diego-Carlsbad, CA
Item: All items
Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2019	295.761		297.226		300.303		299.333		301.033		301.520		299.433	298.147	300.718
2020	302.564		302.589		301.317		305.611		304.443		306.334		303.932	302.040	305.823
2021	307.688		315.035		317.141										

If the Board approves Resolutions 21-13, 21-14, and 21-15 to adopt the successor MOUs, then the Pay Grade Ranges will need to be adjusted by 5.3% to comply with the terms therein.

This action would not change the General Manager's pay range.

DESCRIPTION

The grade structure included in Resolution No. 21-16 is revised to reflect the new pay grades per the Pay Grade adjustments terms in the proposed successor MOUs between the District and the bargaining units. Resolution No. 21-16 rescinds Resolution No. 21-05.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Updating this document with current information allows the District to comply with CalPERS requirements, California Code of Regulations 570.5 and 571, and the proposed MOUs with the bargaining units, if adopted.

BOARD OPTIONS/FISCAL IMPACTS

This action does not directly change any employees' pay rates. The proposed successor MOUs contain a separate provision for base pay Cost-of-Living-Adjustments, with a maximum increase of 1.5% effective July 1, 2021.

This Resolution allows the District to comply with CalPERS requirements.

1. Option 1: Approve Resolution No. 21-16 as presented.
2. Option 2: Do not approve Resolution No. 21-16

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 21-16.



Karleen Harp, COSM
Human Resources Manager

06/22/2021

**RESOLUTION NO. 21-16 RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT
ESTABLISHING CLASSIFICATIONS AND MONTHLY PAY RATES FOR DISTRICT EMPLOYEES**

EFFECTIVE JULY 1, 2021 TO JUNE 30, 2022

Exempt Salary Grades	Job Classification	Annual Equivalent		Monthly Range		Biweekly Pay Rate	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
GM	General Manager	\$ 180,835	\$ 260,395	\$ 15,070	\$ 21,700	\$ 6,955.20	\$ 10,015.20
E11	Engineering and Capital Improvement Program Manager Finance Manager Operations Manager	\$ 138,119	\$ 198,870	\$ 11,510	\$ 16,572	\$ 5,312.26	\$ 7,648.85
E10	Human Resources Manager Information Technology Manager	\$ 120,101	\$ 174,110	\$ 10,008	\$ 14,509	\$ 4,619.28	\$ 6,696.53
E9	Associate Engineer Project Manager Senior IT and Applications Analyst Water Operations Supervisor	\$ 104,448	\$ 151,429	\$ 8,704	\$ 12,619	\$ 4,017.24	\$ 5,824.20
E8	Construction and Maintenance Supervisor Information Technology and Applications Analyst Meter Services Supervisor Risk Management Officer Senior Accountant Wastewater Superintendent	\$ 93,064	\$ 131,661	\$ 7,755	\$ 10,972	\$ 3,579.40	\$ 5,063.87

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

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

Resolution No. 21-16 rescinds Resolution No. 21-05.

PASSED, APPROVED, AND ADOPTED in Open Session at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 22nd day of June by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Hayden Hamilton, Board President

ATTEST:

Dawn Washburn, Board Secretary

RESOLUTION NO. 21-05

RESOLUTION OF THE BOARD OF DIRECTORS OF RAINBOW MUNICIPAL WATER DISTRICT ESTABLISHING CLASSIFICATIONS AND MONTHLY RATES OF PAY FOR DISTRICT EMPLOYEES EFFECTIVE JANUARY 26, 2021 THROUGH JUNE 30, 2021

Exempt Salary Grade	Monthly Salary Range/ Biweekly Rate / Hourly Equivalent	Job Titles
GM	\$15,069- \$21,700/ \$6,955.20 - \$10,015.20 \$86.94 - \$125.19	General Manager
E11	\$10,935.60 - \$15,745.60 / \$5,047.20 - \$7,267.20 / \$63.09- \$90.84	Engineering and Capital Improvement Program Manager Finance Manager Operations Manager
E10	\$9,509.07- \$13,785.20 / \$4,388.80 - \$6,362.40 / \$54.86 – \$79.53	Human Resources Manager Information Technology Manager
E9	\$8,269.73 - \$11,989.47 / \$3,816.80 - \$5,533.60 / \$47.71 - \$69.17	Associate Engineer Project Manager Senior IT and Applications Analyst Water Operations Supervisor
E8	\$7,368.40 - \$10,424.27 / \$3,400.80 - \$4,811.20 / \$42.51 - \$60.14	Construction and Maintenance Supervisor Information Technology and Applications Analyst Meter Services Supervisor Risk Management Officer Senior Accountant Wastewater Superintendent

Non-Exempt Salary Grade	Monthly Salary Range/ Hourly Range	Job Titles
N7	\$6,862.27 - \$9,951.07 / \$39.59 - \$57.41	Customer Service and Communications Supervisor Executive Assistant/Board Secretary Lead Operator Senior Engineering Inspector Technical Services Team Lead
N6	\$5,967.87 - \$8,652.8 / \$34.43 - \$49.92	Crew Leader – Valve Maintenance Crew Leader – Construction & Maintenance Customer Service Supervisor Electronic / Electrical Technician II Information Systems Specialist III System Operator III
N5	\$5,187.87 - \$7,522.67/ \$29.93 - \$43.40	Accounting Specialist II Electrical / Electronics Technician I Engineering Technician II Information Systems Specialist II Mechanic II

		Senior Meter Services Technician System Operator II Utility Worker III – Construction Utility Worker III – Valve Maintenance Utility Worker III – Wastewater Services
N4	\$4,511.87 - \$6,539.87 / \$26.03 - \$37.73	Accounting Specialist I Administrative Assistant II Billing Specialist II Cross Connection Control and Backflow Technician Engineering Inspector I Engineering Technician I Information Systems Specialist I Purchasing & Inventory Control Specialist II System Operator I Utility Worker II – Construction Utility Worker II/III – Meter Services Utility Worker II – Valve Maintenance Utility Worker II – Wastewater Services
N3	\$3,922.53 - \$5,688.80 / \$22.63 - \$32.82	Administrative Assistant I Billing Specialist I Customer Service Representative II District Services Representative Purchasing / Inventory Control Specialist I Utility Worker I – Construction Utility Worker I – Meter Services Utility Worker I – Valve Maintenance Utility Worker I – Wastewater Services
N2	\$3,409.47 - \$4,946.93 / \$19.67- \$28.54	Customer Service Representative I Human Resources Assistant
N1	\$2,967.47 - \$4,303.87 / \$17.12 - \$24.83	Interns


Resolution No. 21-05 rescinds Resolution No. 20-13.

PASSED, APPROVED, AND ADOPTED in Open Session at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 26th day of January by the following vote, to wit:

AYES: Directors Gasca, Hamilton, Mack, Moss, and Rindfleisch
NOES: None
ABSENT: None
ABSTAIN: None


Hayden Hamilton, Board President

ATTEST:


Dawn Washburn, Board Secretary

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

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

BACKGROUND

The Operating & Capital Improvement Budget for FY 2021-2022 has been reviewed by the Board of Directors, Budget and Finance Committee and staff.

DESCRIPTION

This proposed FY 2021-2022 Budget is now presented to the Board for final adoption. The proposed budget will be provided under a separate cover.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility

BOARD OPTIONS/FISCAL IMPACTS

The budget will serve as a guideline to generate the funds for the operations and maintenance, capital improvements and debt service of the District.

1. Approve Resolution No. 21-12 Adopting the 2021-2022 Budget in its present form.
2. Direct the Staff to make further adjustments to the budget.

ENVIRONMENTAL

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

STAFF RECOMMENDATION

Staff recommends the Board adopt Resolution No. 21-12 approving the 2020-2021 Operating & Capital Improvement Budget.


Tracy Largent, CPA
Finance Manager

June 22, 2021

RESOLUTION NO. 21-12

**RESOLUTION OF THE BOARD OF DIRECTORS
OF RAINBOW MUNICIPAL WATER DISTRICT
ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT
BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

WHEREAS, the Rainbow Municipal Water District (“District”) is organized and operates pursuant to the Municipal Water District Law of 1911 commencing with Section 71000 of the California Water Code; and

WHEREAS, there has been presented to the Board of Directors a proposed Annual Operating and Capital Improvement Budget for The Fiscal Year Ending June 30, 2021 (“2021 Budget”); and

WHEREAS, on June 22, 2021, the Board of Directors received and considered all comments regarding the proposed 2022 Budget; and

WHEREAS, the proposed 2022 Budget has been reviewed and considered by the Board of Directors and it has been determined to be in the best interests of the District to adopt said budget for the sound financial operation of the District;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED, by the Board of Directors of the Rainbow Municipal Water District as follows:

1. The 2022 Budget, as detailed in the budget document entitled “Annual Operating and Capital Improvement Budget for the Fiscal Year Ending June 30, 2022,” is hereby adopted. A copy of the 2022 Budget is attached hereto and incorporated herein by reference.
2. The expenditure amounts designated for the Fiscal Year 2021-2022, pursuant to the 2022 Budget, are hereby appropriated and may be expended by the departments or funds for which they are designated.
3. The proposed amount of the San Diego County Water Authority Rate pass-through, as allowed shall be increased effective 01/01/2022.
4. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.
5. If any section, subsection, sentence, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.
6. This Resolution will be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the Rainbow Municipal Water District held on the 22 day of June 2021 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Hayden Hamilton, Board President

Dawn M. Washburn, Board Secretary

FISCAL YEAR 2022 BUDGET MESSAGE

RAINBOW MUNICIPAL WATER DISTRICT

To our Ratepayers, Members of the Budget & Finance Committee, and the Board of Directors of Rainbow Municipal Water District:

On behalf of the Rainbow Municipal Water District (RMWD), we are pleased to present for your consideration our 2021-22 Fiscal Year Operating and Capital Improvement Budget. The budget provides a forecast of the sources and uses of funds and serves as a managerial tool for guiding the District towards achieving its goals outlined in the Strategic Plan. Our Strategic Plan is used to set priorities, focus energy and resources, strengthen operations, ensure that employees are working towards common goals, and assess and adjust the District's direction in response to the changing environment. This plan defines the priorities and influences the development of the budgetary commitments needed in the upcoming fiscal year. The budget message will highlight some of the significant goals and priorities accomplished in the current budget year and highlight priorities for the coming year.

Challenges

This past year has brought unprecedented challenges to RMWD and the world with the Covid-19 pandemic. Fortunately, the lessons learned from the 2017 Lilac fire helped us prepare for this type of situation. Starting in calendar year 2018, staff updated payroll, time tracking, service orders, utility billing, and financial services software to cloud-based software applications. These efforts were completed in mid-2019 making it possible for the District to transition to a work from home model very rapidly. Our phone systems were also updated, allowing us to forward calls to District cell phones that customer service could use to continue taking calls while working remotely.

Water Affordability

In December 2019, the Rainbow Board of Directors took bold action to keep rates from climbing by authorizing the filing of an application with San Diego County Local Agency Formation Commission (LAFCO) to detach from the San Diego County Water Authority (SDCWA) and change our wholesale water provider to Eastern Municipal Water District. The detachment process is a significant undertaking, but the process is clearly outlined in State law and once complete the change in wholesalers will provide significant savings for our community without any changes in water supply reliability or quality.

For decades, our customers and residents have been paying to fund services and infrastructure to support other agencies further south in the County without receiving commensurate benefits. Once the change in wholesale providers is completed, customers will be charged for costs that represents the true cost for their water services.

Due to the planned detachment, the Rainbow board chose to hold the line on a rate increase since relief was on the way – even though SDCWA had raised fixed rates 6% for calendar year 2020. We had hoped for a speedy process at LAFCO, but unfortunately our Board’s actions have now been responded to with procedural hurdles at LAFCO that will delay our eventual detachment. As of January 1, 2021, RMWD has absorbed approximately \$1 Million in added SDCWA costs that would have been passed through to customers. While our small but prudent reserves allowed us to provide this rate relief in the short term, it is not sustainable for multiple years.

As a result, we are recommending increasing rates for the first time in almost 3 years in this budget cycle. The increase in rates will cover infrastructure replacement and operating cost increases that have been passed on to us by our vendors. Increasing rates this year will mitigate higher increases in future years. should detachment continue to be stalled past FY22.

Accomplishments in Current FY 2020-21

- The District developed a Comprehensive Annual Financial Report for the first time for FY 2019-20. The report was compiled in compliance with the Government Finance Officers Association (GFOA) standards. The Finance staff worked diligently on the FY 19-20 Comprehensive Annual Financial Report to adhere to the criteria requirements of GFOA for the Comprehensive Annual Financial Report Certificate of Achievement for Excellence award. Staff submitted the report to GFOA for possible consideration, and we are awaiting a decision.
- The District developed the Annual Budget in compliance with GFOA standards (5th consecutive year). The Finance staff worked diligently on the FY 20-21 budget to adhere to the criteria requirements of GFOA budget standards. Staff submitted the Budget to GFOA for possible consideration, and we are proud to have received the Recognition of Distinguished Budget Presentation Award for the Fiscal Year 2020-21 budget.
- The District achieved a clean and timely audit for FY 2019-20.
- The District was awarded the District of Distinction Accreditation by the Special District Leadership Foundation (SDLF) for its sound governance and fiscal management practices and policies. To receive the award, a special district must undergo regular financial audits and have no major deficiencies. Board members and management staff must undergo extensive training in sound governance practices and management. Their operations must conform to all statutes and regulations under state law as reflected in a clear and robust set of policies and procedures. They must also have completed SDLF’s District Transparency Certificate of Excellence which is awarded every other year and was presented to Rainbow MWD in 2015, 2017, and 2019. To receive the Transparency Certificate of Excellence, a special district must demonstrate the completion of essential governance transparency requirements, including conducting ethics training for all board members, properly conducting open and public

meetings, and filing financial transactions and compensation reports to the State Controller in a timely manner.

- The District Engineering and Finance staff worked together to design a strategic ranking tool for assessing all Capital Improvement Projects. Staff used this tool to compile a program that addresses the most cost-effective way to meet the District's strategic objectives.
- The District annexed the Citro (Meadowood) development into the service area. This development consists of 844 approved homes and approximately 300 square miles.

Priorities for Fiscal Year 2021-22 Include:

- Continue implementing district-wide Pressure Management Program – as part of the District's Capital Improvement Plan; the District plans to increase system reliability by active pressure management. This initiative will install pressure regulation stations (PRS) in high pressure areas to decrease pressure to manageable levels. High-pressure areas are prone to an increased frequency of pipe breaks and lower pipeline lifetime expectancy.
- Prepare a Programmatic Environmental Impact Report for ongoing pipeline rehabilitation and replacement projects. According to the condition assessment, the District must begin to replace aging infrastructure at a consistent level every year to maintain our infrastructure in a state of good repair. The Programmatic Environmental Impact Report is the first step necessary to ramp up the pipe rehab and replacement program because environmental permitting and mitigation efforts, when done on an individual project basis, have a tendency to delay projects and increase costs. Completing this upfront will allow the District to complete small rehabilitation and replacement projects efficiently.
- Update the District's Emergency Response Plan and conduct district-wide training and drills to keep the workforce well prepared for disaster events. Also develop a new safety incentive program to reward safe practices, report near misses or hazardous conditions, and implement preventive measures.
- Continue the work required to complete the LAFCO process to detach from SDCWA and annex into Eastern MWD.

Revenue Assumptions

Each year, the Board of Directors approves the Budget as the District's foundational financial plan. It is a cash-based projection of revenues and expenditures needed for operations, maintenance, administration, debt service, and capital improvements associated with delivering high-quality service to customers throughout the year. Specifically, the Budget incorporates conservative revenue estimates, prudent spending plans, and a thorough review of necessary capital improvements to ensure the District's long-term sustainability. In developing the budget, staff considered both internal and external factors, including the economy, weather, regulatory requirements, and the condition and age of the District's infrastructure.

This year water sales have continued the years-long pattern of decline, despite the dry year. While we had wetter than average winters over the prior two years, the loss of agricultural production due to high water costs and increased irrigation efficiency has also continued to impact sales. For FY2021, sales are predicted to surpass 15,400 acre-feet. While increased revenues from new service connections as a result of development can help soften the reduction in water sales, new service connections have slowed down to 113 new water meters in FY21, compared to 265 in FY20, and 72 new sewer EDUs in FY21, compared to 117 in the previous year. The next two years we expect to see an increase in service connections with the addition of two new developments.

Since the inception of the District, the last few years were among the lowest in terms of water sales, with revenue barely recovering cost. At these reduced volumetric sales levels, absent a rate increase, the District cannot appropriately contribute to capital reserve levels for much-needed pipeline replacement projects. While delaying capital improvements may be acceptable for a short period, over time there are significant consequences to our ability to replace our aging infrastructure.

Revenues include a 9% revenue adjustment for FY22 and the SDCWA pass-through increases effective January 1, 2022. Due to multiple years of low sales, this budget has been calculated based on sales of 13,500 acre-feet. The prior year sales were 13,223 acre-feet and are projected to be just over 15,400 acre-feet in the current year due to the dry year, still well below historical sales.

Expense Assumptions

The largest expense of the District is purchased water from San Diego County Water Authority (SDCWA) at 62% of the total Water Operating budget. Water cost is dependent on volumetric sales. In this forecast the cost of water, we will be using the 13,500 acre-feet of sales plus an estimated 4% of water loss to arrive at an estimated cost of \$22.9M of purchased water including fixed fees assessed by SDCWA.

Operating expenses have remained consistent from previous years, with the cost of water being by far the largest component, followed by the cost of our dedicated team members who deliver services to our community 24/7/365. Under the current organizational structure, the span of control of the leadership team ranges from one direct report to eight direct reports.

Capital equipment purchases for operating funds are \$548,000. Of this, \$292,000 relates to replacement of ageing vehicles required to provide service in our rural service area.

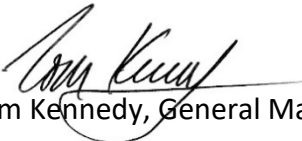
Additionally, approximately \$11M of capital improvement projects are included in this year's proposed Water capital budget and \$8.4M in the proposed Wastewater capital budget. This amount represents the projects anticipated for the coming year that are scheduled on the District's five-year Capital Improvement Plan (CIP). A detailed list of planned CIP projects is included in the Capital section of this document.


Future Outlook/Conclusion


As a ratepayer-centered agency, the District focuses on continuously providing reliable, high-quality water while maintaining the organizational capacity needed to service all ratepayers within the District's service area. Another fundamental focal point of interest to the District is supplying the needs of these customers at the lowest cost. Part of this effort is finding different avenues of diversifying our water source. Presently, the District is 100% reliant on one single source of imported water. The staff has been actively exploring other options of obtaining a second source of water supply as well as an alternate less expensive supply. One of the first key focus areas of our Strategic Plan calls for diversification of water supply sources.

In closing, these key initiatives, in addition to District daily operations, will enable continued high-quality and reliable water and wastewater service to our customers. In the coming year, the District will carefully manage appropriate infrastructure expenditures while remaining committed to the strategic management of water resources and finances to meet customer needs. We look forward to another year of meeting the Strategic Plan goals and objectives outlined in detail later in this document.

Respectfully submitted,


Tom Kennedy, General Manager


Tracy Largent, CPA, Finance Manager

An aerial photograph of a valley with a dirt road winding through it. The valley is filled with green vegetation, and there are mountains in the background. The sky is clear and blue.

Fiscal Year 2021-22 Rainbow MWD

- **Proposed Operating Budget & Capital Improvement Program**
 - **Cost of Service Study**
- **Rate Increase Recommendations**

Operating Budget Assumptions

Revenues

- *Water Demand 13,500 AF*
- *Included Rate Increases:*
 - *9% Revenue Adjustment as of September 1, 2021*
 - *SDCWA Pass Through Charges as of January 1, 2022*

Water Costs

Inclusive of all Pass Through Expenses

SDCWA Fixed Cost

- Customer Service Charge – (1.6%)
- Emergency Storage Charge – 2%
- Infrastructure Access Charge – 1.4%
- Supply Reliability Charge – 3.9%

SDCWA Variable Costs

- Melded Untreated M&I Supply – 7.3%
- Treatment Rate – 5.1%
- Transportation Rate – **15.3%**
- Untreated SAWR – 2.8%
- Treated SAWR – 3.5%

MWD Variable Cost

- Ready to Serve – (10.9%)
- Capacity Reserve – 7.9%

Based on 9% Revenue Increases...

Water Operating Net

Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
<i>Operating Revenues</i>						
Water Sales	\$ 32,685,282	\$ 33,151,021	\$ 36,160,250	\$ 37,806,916	\$ 40,234,126	11%
Other Water Services	414,521	315,452	324,665	324,665	324,664	0%
Total Operating Revenues	\$ 33,099,803	\$ 33,466,473	\$ 36,484,916	\$ 38,131,581	\$ 40,558,790	11%
<i>Operating Expenses</i>						
Purchased Water	22,401,158	21,917,914	22,334,045	24,280,021	22,985,877	3%
Pumping	504,464	530,778	599,199	500,905	559,256	-7%
Operations	2,101,994	2,834,726	2,061,027	1,949,533	2,170,432	5%
Valve Maintenance	572,201	522,686	456,900	347,444	461,133	1%
Construction	1,892,928	2,180,810	2,298,727	2,169,085	2,206,005	-4%
Meters	868,282	1,163,331	1,211,420	1,138,313	1,210,362	0%
General Fund Transfer	4,309,425	4,996,021	5,303,706	4,291,099	6,328,342	19%
Total Operating Expenses	\$ 32,650,452	\$ 34,146,266	\$ 34,265,024	\$ 34,676,400	\$ 35,921,406	5%
<i>Non-Operating Revenues</i>						
Investment Income	19,465	2,553	-	-	-	0%
Property Tax Revenue	399,417	410,029	400,000	329,230	450,000	13%
Other Non-Operating Revenue	17,256	32,825	12,000	1,441,916	106,000	783%
Total Non-Operating Revenues	\$ 436,138	\$ 445,407	\$ 412,000	\$ 1,771,146	\$ 556,000	35%
<i>Non-Operating Expenses</i>						
Debt Service	1,120,142	1,120,142	2,447,793	2,447,793	2,374,827	
Total Non-Operating Expenses	\$ 1,120,142	\$ 1,120,142	\$ 2,447,793	\$ 2,447,793	\$ 2,374,827	-3%
CHANGE IN NET POSITION	\$ (234,652)	\$ (1,354,528)	\$ 184,098	\$ 2,778,534	\$ 2,818,557	
	13,771AF	13,200AF	13,500AF	15,200AF	13,500AF	

Holding
Expenses
Flat

Wastewater Operating Net

Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
Operating Revenues						
Wastewater Revenues	\$ 2,779,172	\$ 3,168,882	\$ 3,168,882	\$ 3,194,655	\$ 3,754,655	18%
Other Revenues	127,902	111,000	111,000	81,600	66,000	-100%
Total Wastewater Revenues	\$2,907,074	\$ 3,279,882	\$ 3,279,882	\$3,276,255	\$ 3,820,655	16%
Operating Expenses						
Total Payroll Expenses	619,726	620,651	618,984	622,139	623,418	1%
Total Maintenance & Supply	1,095,351	1,562,625	1,566,809	1,601,083	1,517,309	-3%
General Fund Transfer	1,247,966	1,446,798	1,535,900	1,242,659	1,484,426	-3%
Total Wastewater Expenses	\$2,963,044	\$ 3,630,073	\$ 3,721,693	\$3,465,881	\$ 3,625,153	-3%
CHANGE IN NET POSITION	\$ (55,970)	\$ (350,191)	\$ (441,811)	\$ (189,626)	\$ 195,502	

FY 2022 Revenue Increase Meadowood ~ \$560K/year Phase in FY22 & FY23

General Operating Net

Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
Operating Revenues						
Overhead Transfers from Water	\$ 5,320,278	\$ 6,167,927	\$ 6,547,786	\$5,297,653	\$ 6,328,342	-3%
Overhead Transfers from Wastewater	\$ 1,247,966	\$ 1,446,798	\$ 1,535,900	\$1,242,659	\$ 1,484,426	-3%
Other General Fund Revenue	1,058,782	273,862	135,000	1,015,324	680,000	404%
Total Operating Revenues	\$ 7,627,027	\$ 7,888,587	\$ 8,218,686	\$7,555,636	\$ 8,492,768	3%
Operating Expenses						
Board of Directors	\$ 31,734	\$ 23,336	\$ 29,581	\$ 10,291	\$ 40,475	37%
Garage	421,613	541,960	492,460	458,944	473,404	-4%
Administration	1,771,033	2,363,778	1,955,699	1,966,487	2,213,668	13%
Human Resources	333,419	299,268	387,975	312,014	395,238	2%
Risk Management	502,547	866,462	988,041	953,699	1,144,899	16%
Information Technology Services	386,500	452,011	1,523,695	1,073,004	1,482,137	-3%
Finance	568,091	629,506	807,109	749,530	967,728	20%
Customer Service	1,519,984	716,867	646,989	691,704	533,278	-18%
Engineering	1,319,343	959,034	957,138	909,964	811,942	-15%
Other Expenses (GASB 68 Pension)	772,764	1,036,365	430,000	430,000	430,000	0%
Total Operating Expenses	\$ 7,627,027	\$ 7,888,587	\$ 8,218,686	\$7,555,636	\$ 8,492,768	3%
CHANGE IN NET POSITION	\$ -	\$ -	\$ -	\$ -	\$ -	

- Travel & Conference
- Legal & Professional Fees - Detachment
- Workforce Dev Budget was cut in FY21
- Property/Liability Insurance
\$300K Increase
- Billing Position moved from CS to Finance
- District Services Rep and Tasks moved
from Engineering to Finance
- PY Salary/Benefits should have
had more allocated to Capital

New Items in FY 2022 Budget

Capital Asset Purchases - Operations

Gomez Tank Kasco Mixing System	\$	15,000
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Capital Asset Purchases - Valve Maintenance

Replace Misc. Valves and appurtances		35,000
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Capital Asset Purchases - Construction

Asphalt Zipper		130,000
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Capital Asset Purchases - Garage

Pressure Washer (Heated)		11,000
Unit # 61 Replacement F-550 Crane truck		187,000
Unit #40 replacement Silverado 1500		35,000
Unit #41 replacement Silverado 1500		35,000
Unit #42 replacement Silverado 1500		35,000

Capital Asset Purchases - Sewer

Manhole Rehab -10 & Smart Covers - 5		65,000
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Changes to Operations

Changes to Suez Contract		157,000
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Changes to Safety

Property/Liability Insurance Increase		300,000
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Capital Asset Purchases	\$	548,000
Ongoing Expenses	\$	457,000
Total Increase	\$	1,005,000

Operating Budget Summary

NET OPERATING INCOME

Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from Budget
Water Fund						
Water Revenues	\$ 33,535,941	\$ 33,911,880	\$ 36,896,916	\$ 39,902,727	\$ 41,114,791	11%
Water Expenses	33,770,594	35,266,408	36,712,818	37,124,194	38,296,234	4%
Water Fund Net Income	\$ (234,652)	\$ (1,354,528)	\$ 184,098	\$ 2,778,534	\$ 2,818,557	
Wastewater Fund						
Wastewater Revenues	2,907,074	3,279,882	3,279,882	3,276,255	3,820,655	16%
Wastewater Expenses	2,963,044	3,630,073	3,721,693	3,465,881	3,625,153	-3%
Wastewater Fund Net Income	\$ (55,970)	\$ (350,191)	\$ (441,811)	\$ (189,626)	\$ 195,502	
General Fund						
General Revenues	7,627,027	7,888,587	8,218,686	7,555,636	8,492,768	3%
General Expenses	7,627,027	7,888,587	8,218,686	7,555,636	8,492,768	3%
General Fund Net Income	-	-	-	-	-	
CHANGE IN NET POSITION	(\$290,622)	(\$1,704,719)	(\$257,713)	\$2,588,907	\$3,014,059	

Includes 9% Revenue Adjustment

PY Revenue Budget did not include Pass Through Rate Increase.

Capital Budget Assumptions

Capital Budget *Proposed 5-year Plan*

Funding

- *Contingent on Transfers from Operating Fund/Rate Increases*
- *Interfund Loan from Sewer to Water Capital \$5M*
- *Transfer WSUP remaining funds \$2M*
- *Use of MWD Damages Refund \$1.3M*
- *Forecasted Capacity Fees \$11.6M*

Capital Outlay

- *FY22 Proposed Water Capital Program \$11M*
- *FY22 Proposed Wastewater Capital Program \$8.4M*
- *Additional Grant Writer Position*

Based on 9% Revenue Increases...

Operating & Debt Service Fund Balances

	Water Operating	Wastewater Operating	General Operating	Rate Stabilization	New Water Sources	Debt Service	TOTAL
Fund Balances:	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22
Beginning Available Balance	\$1,155,562	\$1,255,724	\$1,122,838	\$0	\$392,761	\$664,639	\$4,591,524
Transfer to Water Capital	(2,416,115)						(2,416,115)
Transfer to/from Rate Stabilization							0
Budgeted Operating Surplus (Loss)	2,818,557	195,502	8,492,768			(2,374,827)	9,132,000
Transfers In/(Out)			(8,492,768)			2,374,827	(6,117,941)
Projected Ending Available Balance	\$1,558,004	\$1,451,226	\$1,122,838	\$0	\$392,761	\$664,639	\$5,189,468

Funded in FY25 & FY26



Based on 9% Revenue Increases...

Water Capital - Fund 60 Projected Balance

Transfers from Operating are 100% contingent on Rate Increases for FY 22-26

Fund Balances:	Year 1	Year 2	Year 3	Year 4	Year 5
	<i>Proposed Budget</i>	<i>Proposed Budget</i>	<i>Proposed Budget</i>	<i>Proposed Budget</i>	<i>Proposed Budget</i>
	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Beginning Available Balance	\$635,477	\$2,532,944	\$4,194,435	\$4,332,367	\$6,198,923
Interfund Loan from Sewer	5,000,000				
Transfer from Operating Reserves	2,416,115	5,783,725	2,892,536	2,535,388	5,619,379
Transfer from WSUP	2,000,000				
Forecasted Capacity Fees	1,323,034	1,485,266	1,177,396	3,791,169	3,791,169
Total Available Funding	11,374,626	9,801,935	8,264,367	10,658,923	15,609,471
Less: Capital Project Budgets-Wholesale Water Efficiency	(3,375,000)				
Less: Capital Project Budgets-Water	(7,677,103)	(7,009,375)	(4,915,000)	(5,575,000)	(6,800,000)
CIP Funding Percent	80%				
	(8,841,682)	(5,607,500)	(3,932,000)	(4,460,000)	(5,440,000)
Projected Ending Available Balance	\$2,532,944	\$4,194,435	\$4,332,367	\$6,198,923	\$10,169,471

Target Balance

Minimum (1 year of 5-year average CIP)

\$ 5,656,236

Ideal Target (2 year of 5-year average CIP)

\$ 11,312,473

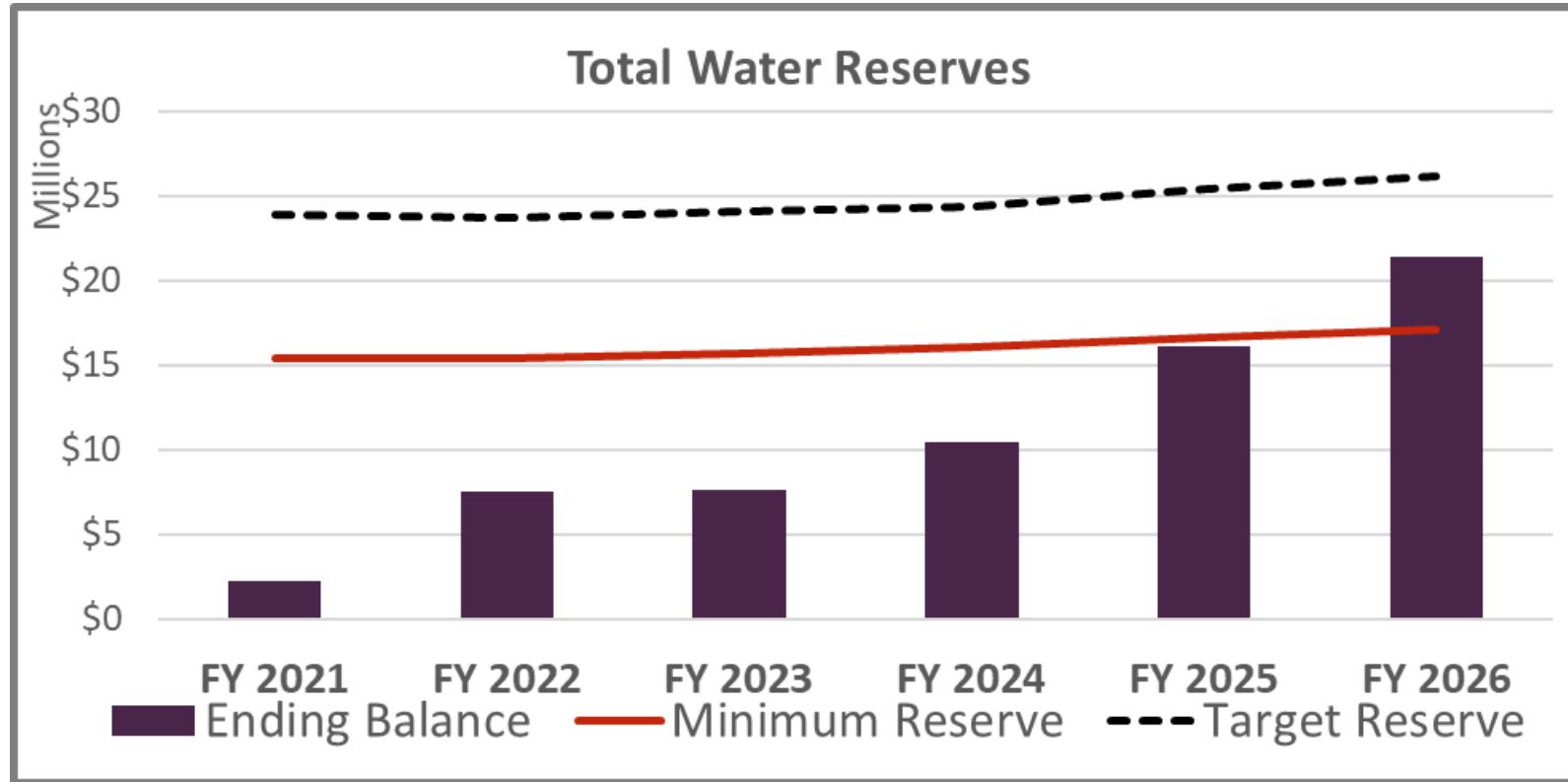


Wastewater - Fund 52 & 53 Projected Fund Balance

Including Capacity Fees:

	Year 1	Year 2	Year 3	Year 4	Year 5
	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>
Fund Balances:	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Beginning Available Balance	\$12,544,474	\$7,335,408	\$5,102,786	\$3,095,164	\$7,324,519
Restricted CFD Funds*	2,750,000				
Interfund Loan	(5,000,000)				
Forecasted Sewer Connections	5,485,934	5,042,378	42,378	4,479,355	4,479,355
Less: Capital Project Budgets	(8,445,000)	(7,275,000)	(2,050,000)	(250,000)	0
Projected Ending Available Balance	\$7,335,408	\$5,102,786	\$3,095,164	\$7,324,519	\$11,803,874

Revenue Adjustments



Rainbow rates have not been raised in over 2 years!!!

- The following slides show different options for a stepped approach to get to Minimum Reserve levels by FY 2026...

Budget & Finance Committee...

1. Recommended approval of the FY 2021-2022 Operating Budget & 80% of proposed Capital Improvement Program Budget.
2. Recommend maximum rate increases of 9%, 5%, 4.5%, 3%, 3% per year for FY22-FY26 to be reviewed annually with the budget process.
3. Recommendation on Uniform vs Tiered Variable Rate option.

Options 1-9: Revenue Adjustment Projections*

*Projections are estimates based on known costs today and could change based on the results of detachment proceedings.

SDCWA	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Cumulative
Full CIP-5% Year 1	5%	10%	10%	3%	3%	35%
Full CIP -8% Year 1	8%	8%	8%	3%	3%	34%
Full CIP -9% Year 1	9%	7.5%	7%	3%	3%	33%
80% CIP-5% Year 1	5%	8%	5%	5%	4%	30%
80% CIP-8% Year 1	8%	5%	5%	4%	4%	29%
80% CIP-9% Year 1	9%	5%	4.5%	3%	3%	27%
70% CIP-5% Year 1	5%	5%	5%	5%	4%	26%
70% CIP-8% Year 1	8%	5%	3%	3%	3%	24%
70% CIP-9% Year 1	9%	5%	2%	2%	2%	21%

EMWD-Detachment	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Cumulative
Full CIP-5% Year 1	5%	2%	2%	2%	2%	14%
Full CIP -8% Year 1	8%	1%	1%	0%	0%	10%
Full CIP -9% Year 1	9%	0.5%	0%	0%	0%	9.5%
80% CIP-5% Year 1	5%	0%	0%	0%	0%	5%
80% CIP-8% Year 1	8%	-2%	-1%	-1%	-1%	3%
80% CIP-9% Year 1	9%	-3%	-3%	-1%	-1%	0.5%
70% CIP-5% Year 1	5%	-2%	-2%	-1%	-1%	-1%
70% CIP-8% Year 1	8%	-3%	-3%	-3%	-3%	-4%
70% CIP-9% Year 1	9%	-4%	-3%	-3%	-3%	-4.5%

Option 10: No Revenue Adjustment, No Capital Expenditures

Continued Delay of the Capital Plan:

- Main Breaks
 - Catastrophic Event
 - Increased main breaks will lead to longer outage periods.
- Dropped by ACWA Insurance due to not replacing Infrastructure/Main Breaks
 - SDRMA \$300K Increase FY22, \$119K Increase FY21
- Damages
 - Claims \$156K FYTD22, \$253K FY21
- Increased Overtime
- Higher Operating & Repair Costs due to Inflation
- Lawsuits
- Reliability - Customers out of Service!!!

Continued Delay of Rate Increases:

- Escalated Future Rate Increases
- Reserve balances below board approved minimums
- Further depletion of funds will hurt the District's ability to secure debt.
- Unprepared for Emergency



"How can we pretend that not spending money is prudent? Continued delay is not only dangerous but also costly. The longer we wait, the more our infrastructure will cost, and the harder this becomes to solve." ~Phillip K. Howard, The Washington Post

Cost of Service Study - Rate Design

Uniform Option (vs Tiers)

Benefits

- Easy to **Justify**, correlates to water supplies
 - *1 water supply → uniform rates*
- Most customers view uniform as **equitable**
 - *Customers typically view water as a commodity – similar to gasoline*
- Easy to **understand**
- Easy to **administer**

Disadvantages

- The first year of a significant rate structure change will impact customer classes differently
- Low-use customers likely to see a greater impact

Cost of Service Study-Legal Requirements



Proposition 218 (Arts. XIII C and D of State Constitution)

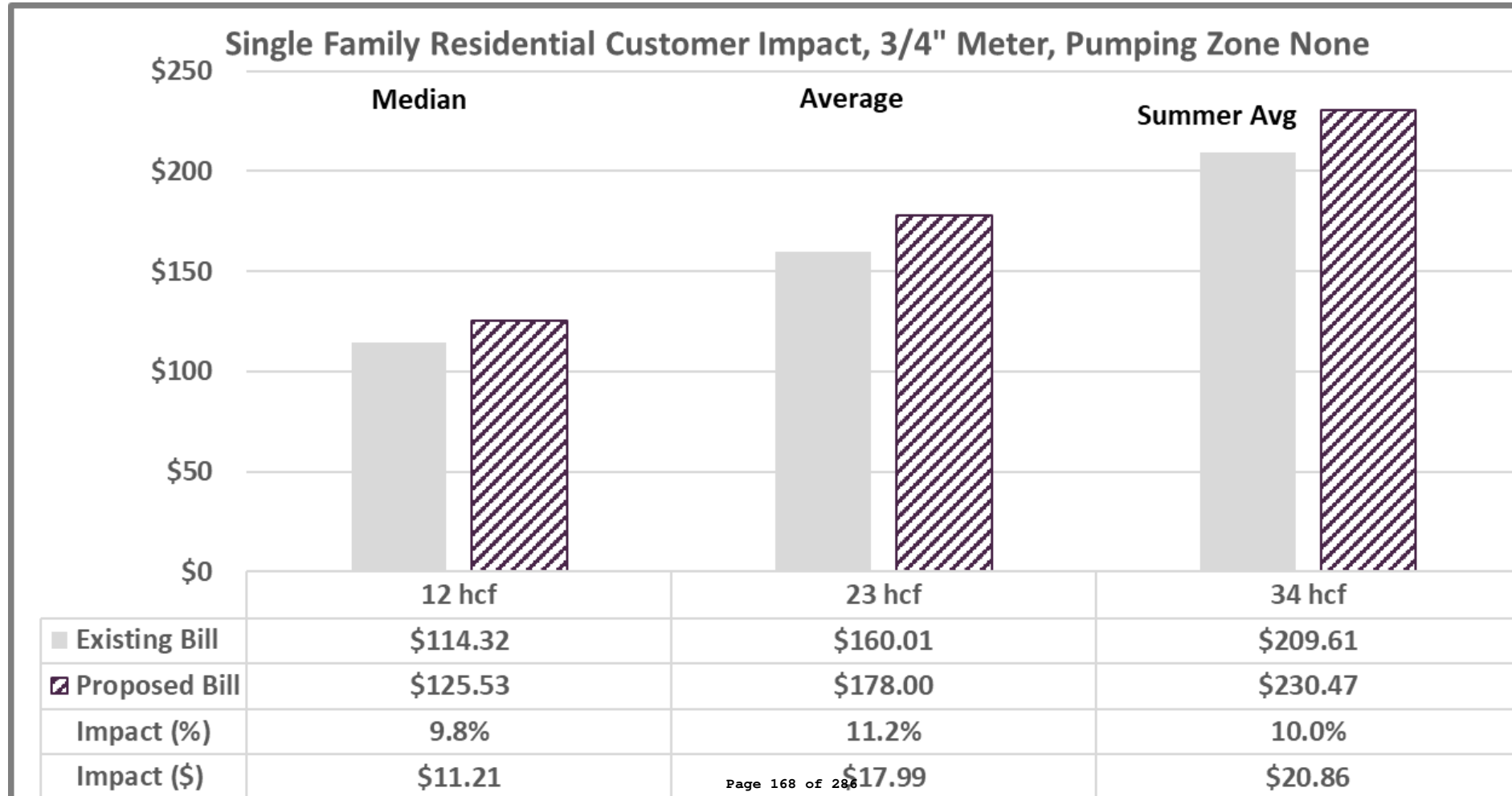
- An agency cannot collect revenue beyond what is necessary to provide service
- Revenues derived by the charge shall not be used for any other purpose other than that for which the charge was imposed
- The amount of the fee may not exceed the proportional cost of service for the parcel
- No charge may be imposed for a service unless that service is actually used or immediately available to the owner of property
- A written notice of the proposed charge shall be mailed to the record owner of each parcel at least 45 days prior to the public hearing

Government Code – Section 53756 (Pass-Through Provision)

- Allows an agency to authorize automatic adjustments that pass-through increases that are outside of the agencies control

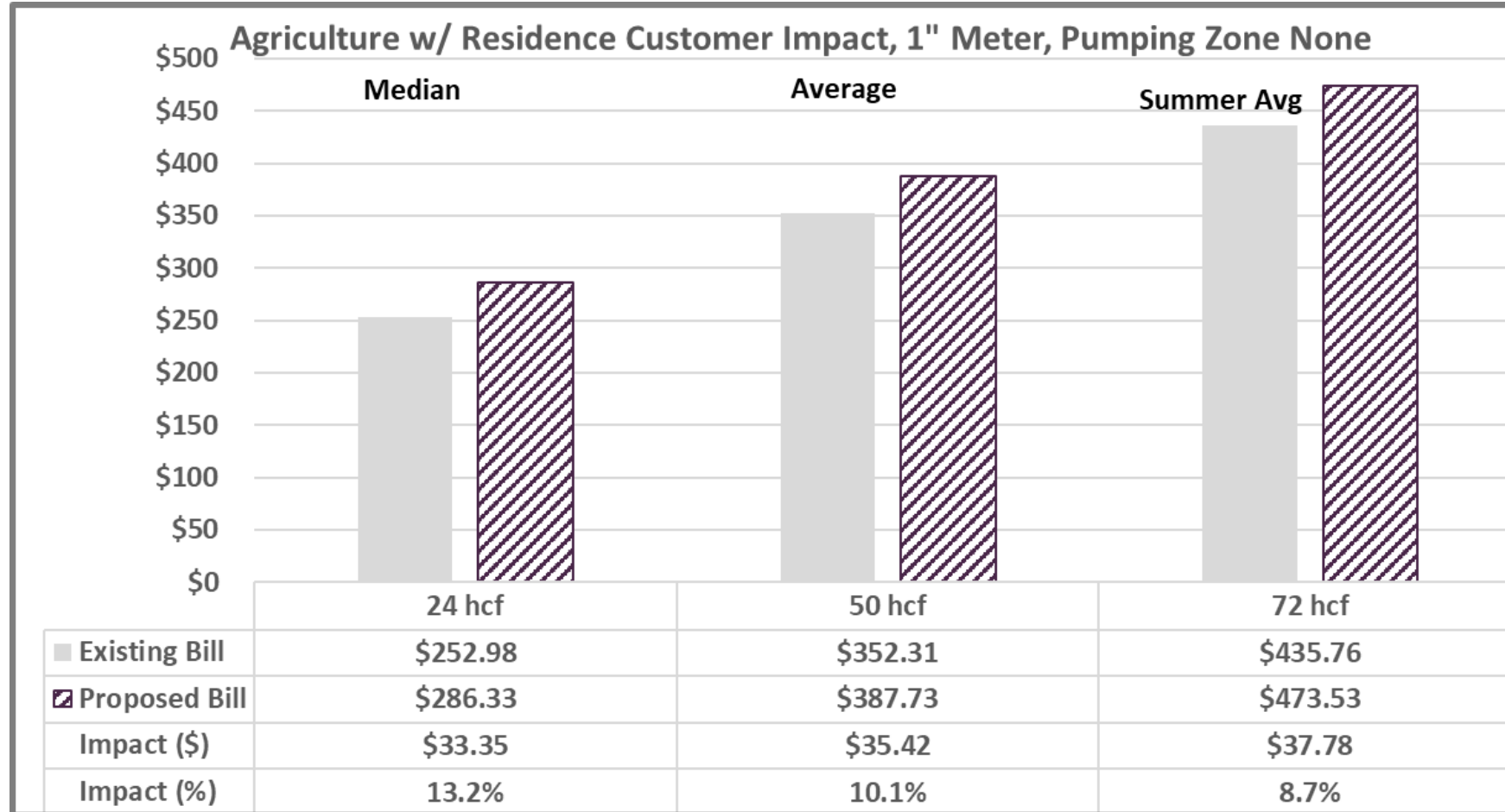
Customer Impacts

Single Family Residential - 9% Revenue Adjustment



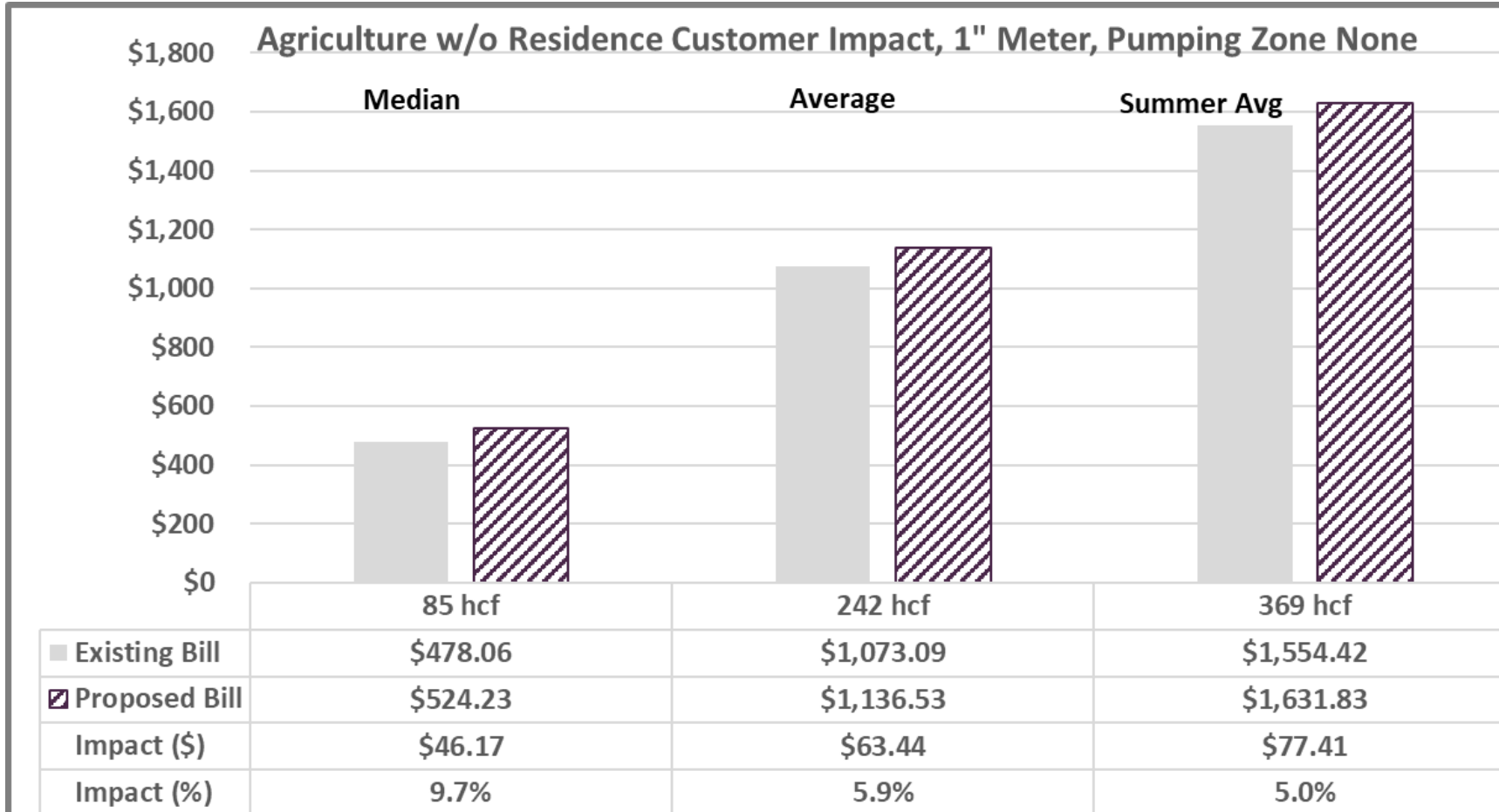
Customer Impacts

Ag with Residence - 9% Revenue Adjustment



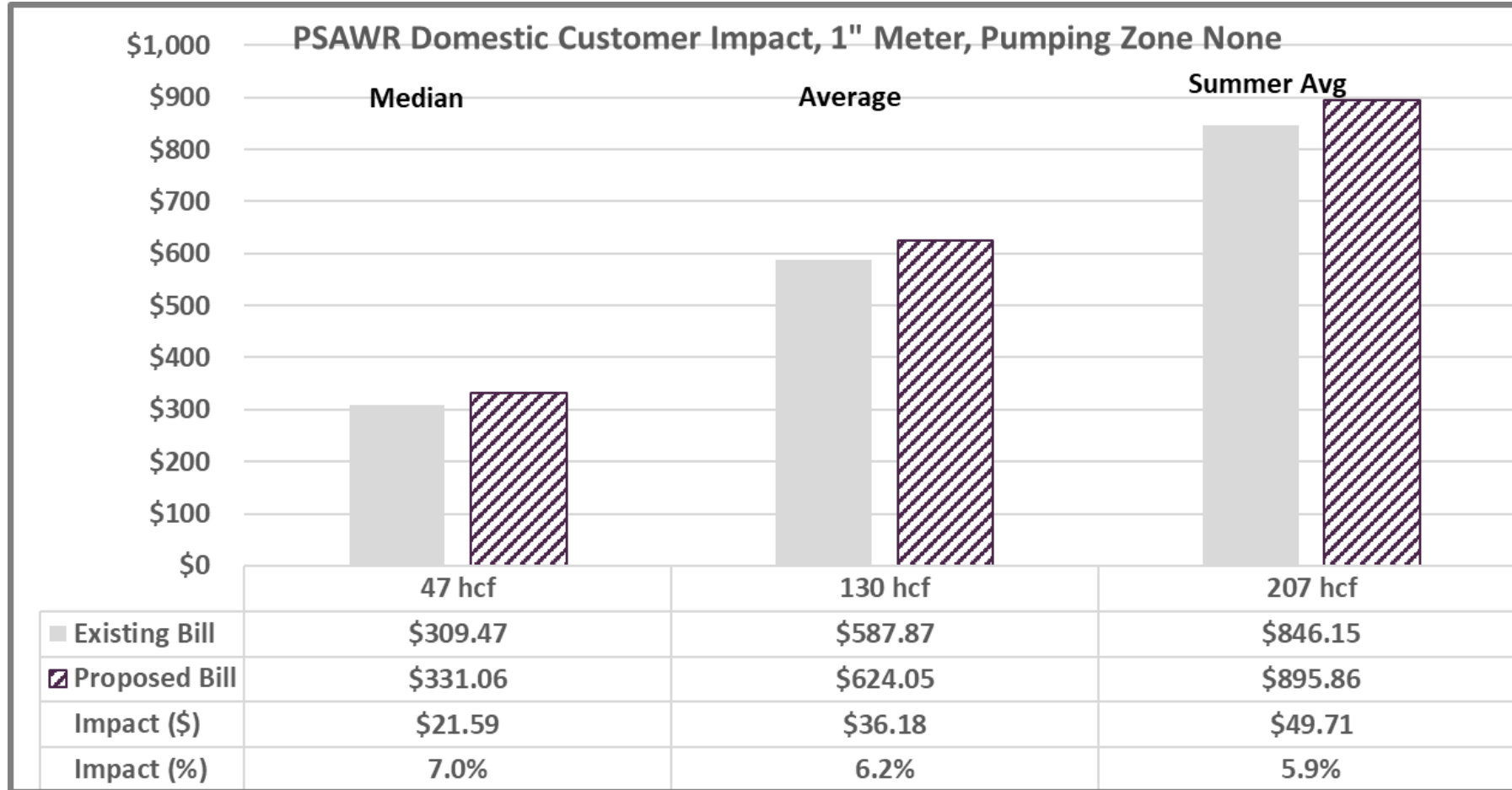
Customer Impacts

Ag without Residence - 9% Revenue Adjustment



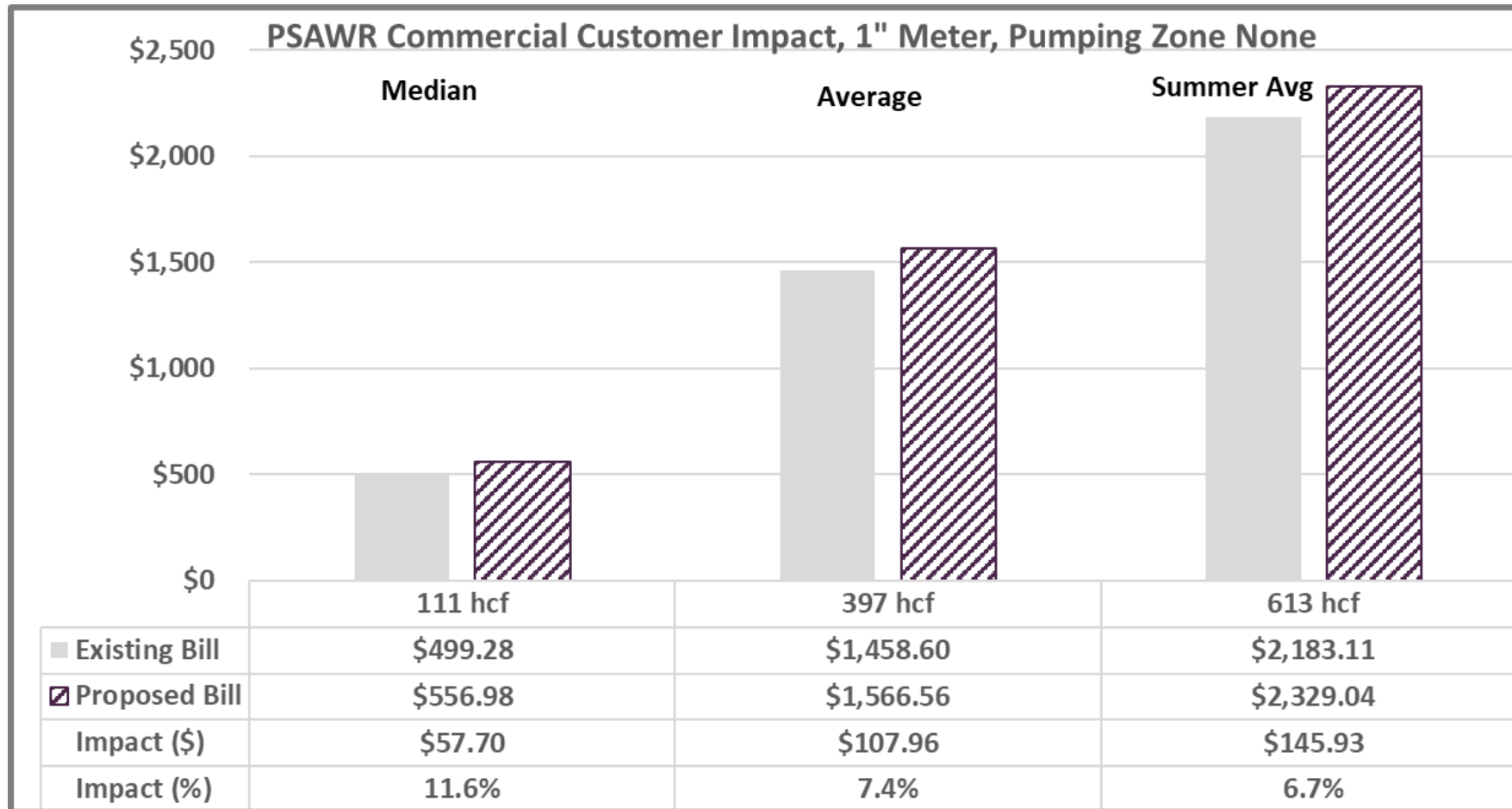
Customer Impacts

PSAWR Domestic - 9% Revenue Adjustment

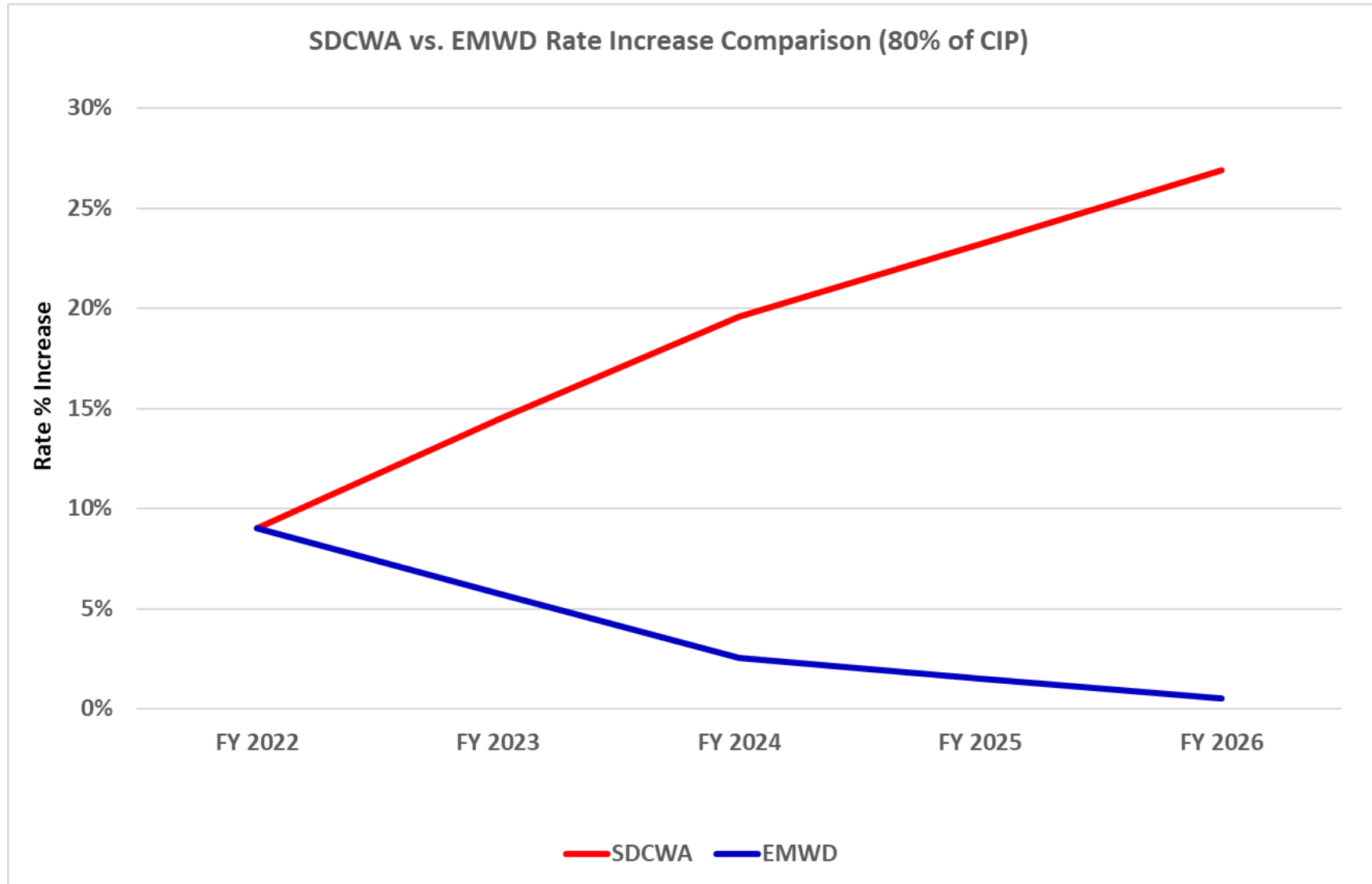


Customer Impacts

PSAWR Commercial - 9% Revenue Adjustment



9% Revenue Adjustments with 80% of CIP Program



Recommendation

Staff is recommending the board fully fund the proposed Capital Improvement Program budget and approve a 5-year maximum rate increase plan with a 5-9% revenue adjustment in year 1 to mitigate year 2-5 increases. This increase would go into effect as of September 1, 2021 to support the proposed Capital Improvement Program and ensure Operating and Capital Reserves are at the minimum Board Approved levels.

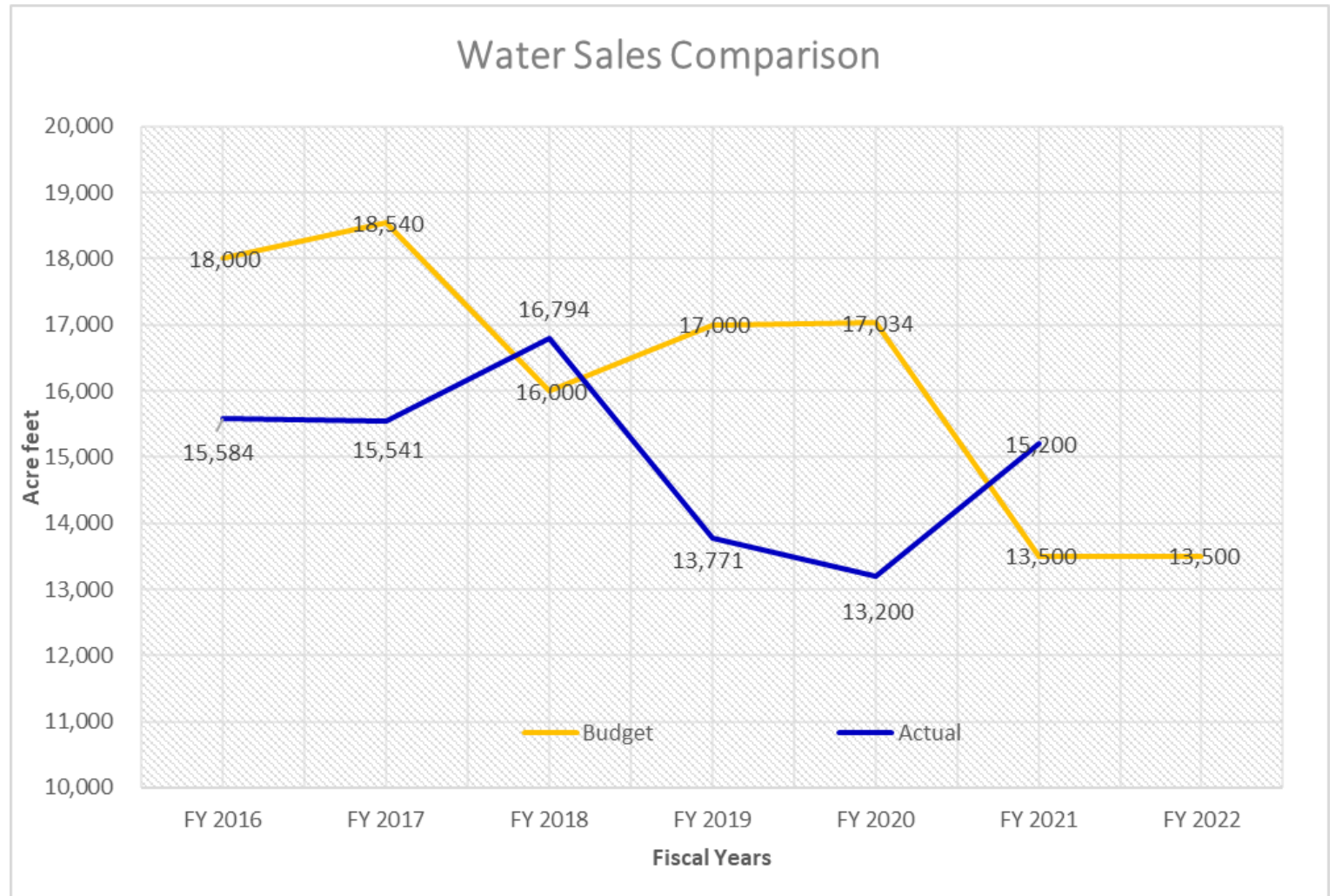
Future Increases will be dependent on detachment and detachment timing.

Staff recommends the Board...

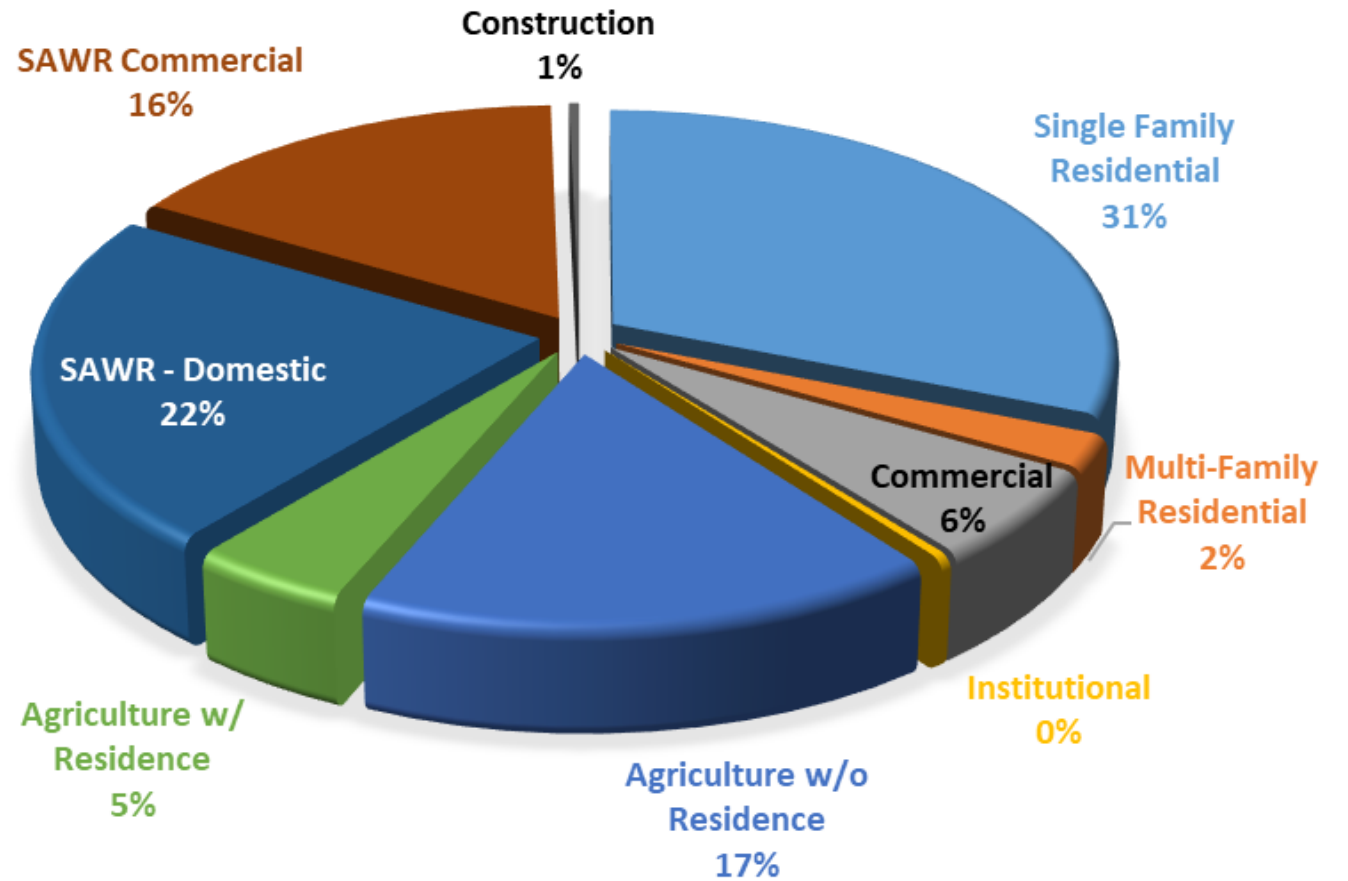
- Adopt Resolution No. 21-12 approving the FY 2021-2022 Operating & 80% of proposed Capital Improvement Budget.
- Set the date and time for a Public Hearing to consider adopting increases in service rates effective September 1, 2021;
 - Set hearing for August 24, 2021 (prop 218 notices mailed 45 days prior by July 10, 2021).
 - Direct Staff on maximum rate increases of 9%, 5%, 4.5%, 3%, 3% per year to be reviewed annually with the budget process.
 - Direct Staff on Uniform vs Tiered Variable Rate option.

Supplemental Information...

Revenue – Water Demand Assumptions

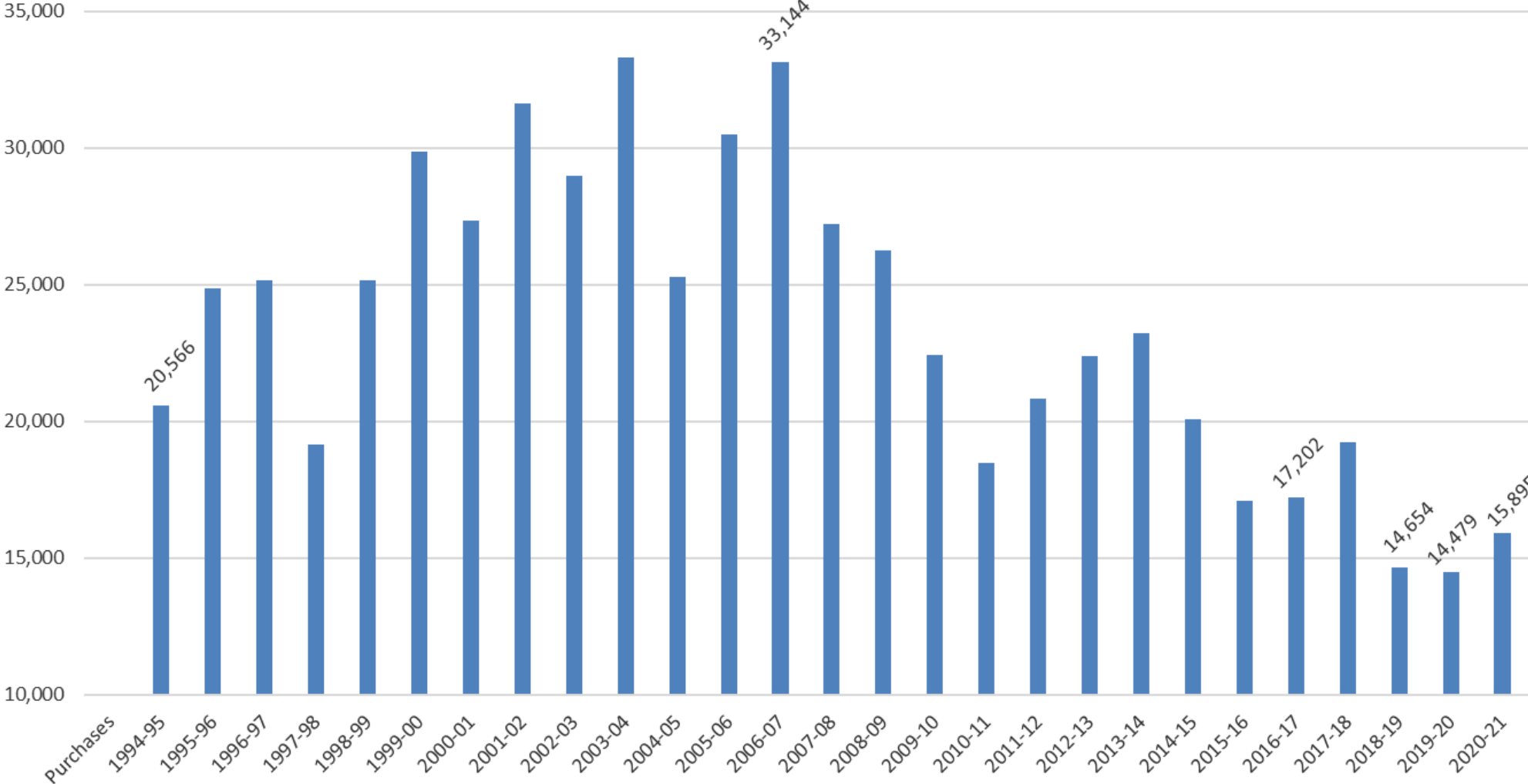


Variable Revenue by Rate Class

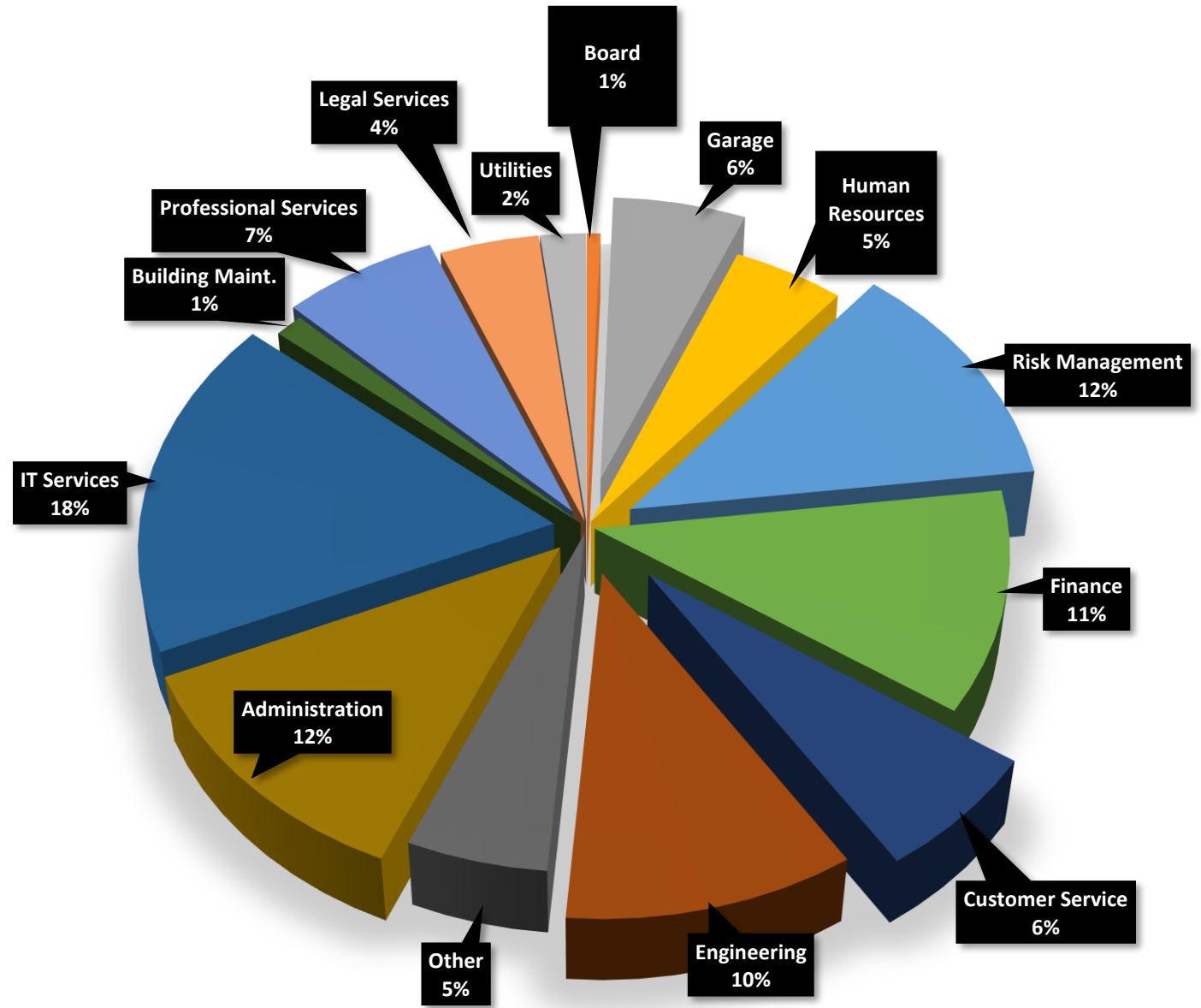


Water Purchases

Acre Feet



General Fund Expenses



Salary & Benefits

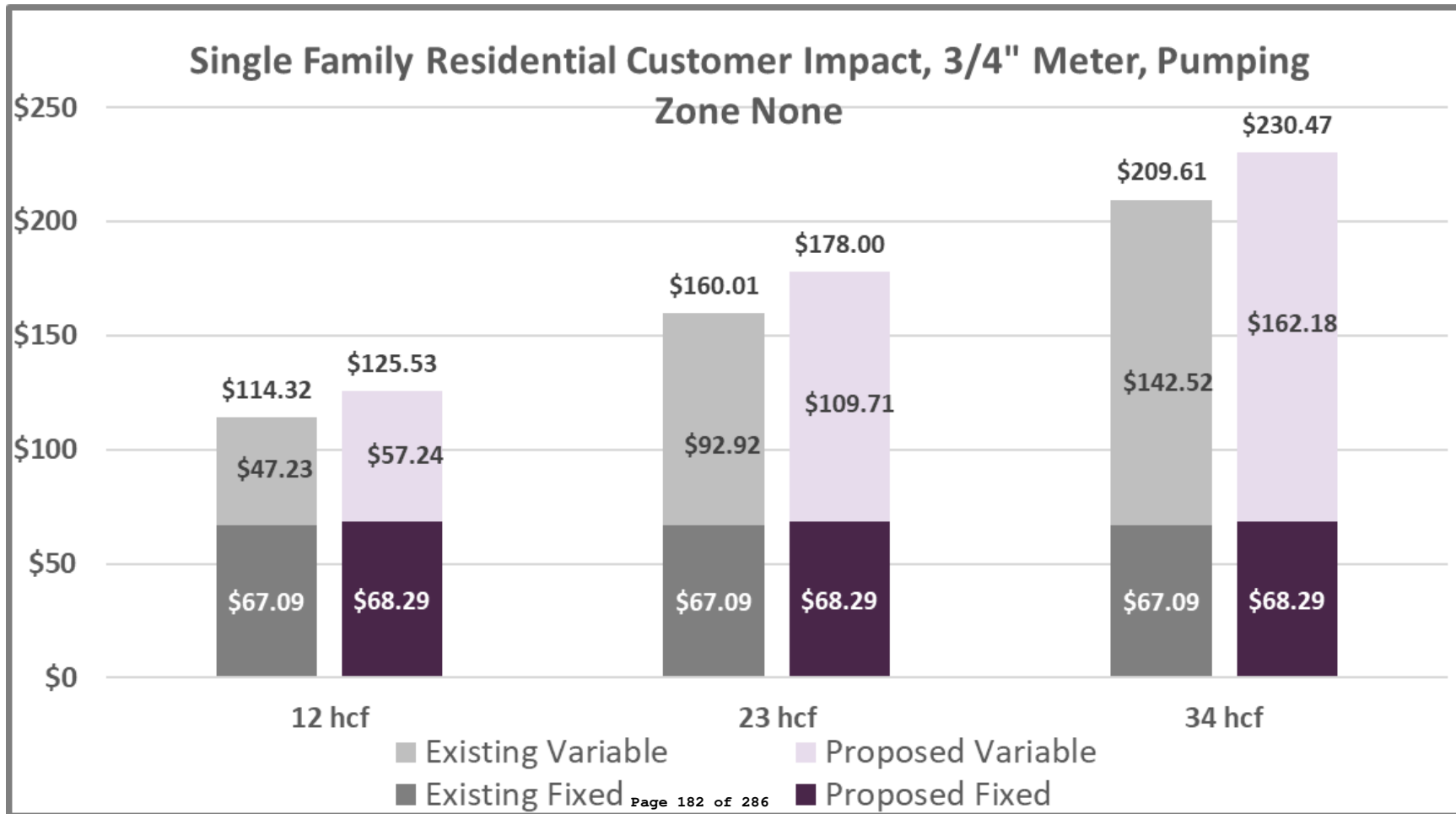
GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
56101	Regular Salaries	\$ 4,714,853	\$ 4,760,675	\$ 5,262,995	\$ 4,672,849	\$ 5,245,965	0%
56202	Board Member Expenses	13,200	11,400	14,000	8,640	\$ 14,000	0%
56103	Overtime Paid, Comp Time Earned	302,213	431,396	385,000	454,656	\$ 398,000	3%
56501	Employer's Share FICA SSI	295,474	307,643	301,764	289,030	\$ 305,934	1%
56502	Employer's Share FICA Medicare	73,826	78,166	76,536	74,425	\$ 76,824	0%
56503	Medical Insurance	788,832	861,009	925,046	926,725	\$ 911,667	-1%
56504	Dental Insurance	81,077	84,345	87,252	85,895	\$ 81,450	-7%
56505	Vision Insurance	11,137	11,568	11,631	12,049	\$ 11,405	-2%
56506	Life, S/T, L/T Disability Insurance	50,522	53,854	54,809	58,991	\$ 53,412	-3%
56507	Retirement-CalPERS	445,852	504,802	559,021	521,380	\$ 525,888	-6%
56511	Employee Uniform Allowance	21,035	21,035	25,000	20,129	\$ 24,273	-3%
56512	Training/Tuition Reimbursement	20,987	13,752	21,600	20,243	\$ 21,600	0%
56515	Worker's Compensation Insurance	129,788	168,837	144,640	190,544	\$ 159,006	10%
56516	State Unemployment Ins, E.T.T.	15,146	14,346	13,217	18,509	\$ 12,245	-7%
56518	Duty Pay	44,950	44,900	44,600	39,300	\$ 61,932	39%
56520	Deferred Compensation (Employer)	159,221	145,676	140,485	133,490	\$ 134,505	-4%
Total Operating Payroll Expenses		\$ 7,168,114	\$ 7,513,405	\$ 8,067,595	\$ 7,526,854	\$ 8,038,106	-0.4%
			5%	7%	-7%	7%	
Total Capitalized Payroll Expenses		229,821	56,667	710,748	762,167	1,095,727	54.2%
			-75%	1154%	7%	44%	
Total Payroll Expenses		\$ 7,397,935	\$ 7,570,072	\$ 8,778,343	\$ 8,289,021	\$ 9,133,833	4.0%
			2%	16%	-6%	10%	

WATER REVENUE

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed*	% Change from PY Budget
01-99-41110	Water Sales-SF, MF, CM, IS	\$ 7,163,770	\$ 7,615,763	\$ 7,538,364	\$ 8,180,412	\$ 9,624,692	28%
01-99-41120	Water Sales-Agriculture Dom	988,568	980,383	1,070,554	1,083,106	1,078,144	1%
01-99-41160	Water Sales- Agriculture	3,342,788	3,485,134	4,031,470	4,112,100	3,961,854	-2%
01-99-41170	Water Sales-Construction	177,267	114,888	97,442	97,442	79,300	-19%
01-99-41180	Water Sales - TSAWR Com	3,372,155	4,582,146	3,828,353	4,211,188	3,790,189	-1%
01-99-41190	Water Sales- TSAWR Dom	4,648,564	3,224,834	5,189,723	5,702,143	5,204,097	0%
01-99-42120	Monthly O&M Charges - RMWC	7,060,429	7,651,130	8,388,335	8,356,380	10,349,497	23%
01-99-42121	Monthly O&M Charges - CWA	5,005,678	4,590,501	5,157,699	5,186,416	5,242,912	2%
01-99-42130	Readiness-To-Serve Rev Id#1	295,198	295,131	250,000	295,130	295,130	18%
01-99-42140	Pumping Charges	630,865	611,112	608,312	582,600	608,312	0%
01-99-43101	Operating Inc Turn On/Off Fee:	10,550	0	5,000	5,000	5,000	0%
01-99-43104	Operating Income R.P. Charges	279,334	239,327	245,665	245,665	245,665	0%
01-99-43106	Operating Inc Water Letter Fee	-	-	-	-	-	0%
01-99-43108	Operating Inc Plans & Specs	-	-	-	-	-	0%
01-99-43110	Operating Inc Inspections	15,516	44,295	20,000	20,000	20,000	0%
01-99-43111	Operating Inc Install Fees, Hyd	2,070	2,070	2,000	2,000	2,000	0%
01-99-43114	Operating Inc-Miscellaneous	7,036	0	7,000	7,000	7,000	0%
01-99-43116	New Meter Sales/Install Parts	37,695	29,760	40,000	40,000	40,000	0%
01-99-43117	Notice Delivery Revenue	62,320	0	5,000	5,000	5,000	0%
Total Operating Revenues		\$ 33,099,803	\$ 33,466,473	\$ 36,484,916	\$ 38,131,581	\$ 40,558,791	11%
01-00-49102	Non-Operating Inc-NSF Ck Fee:	3,090	0	3,000	-	3,000	0%
01-00-49107	Recycling Revenue	6,869	5,897	8,000	-	8,000	0%
01-00-49109	Miscellaneous Revenue	7,297	26,928	1,000	1,441,916	95,000	9400%
01-00-49200	Interest Revenues-Water Fund	19,465	2,553	-	-	-	0%
01-00-49301	Property Tax Rev. - Ad Valorem	399,417	410,029	400,000	329,230	450,000	13%
Total Non-Operating Revenues		\$ 436,138	\$ 445,407	\$ 412,000	\$ 1,771,146	\$ 556,000	35%
TOTAL WATER REVENUES		\$33,535,941	\$33,911,880	\$36,896,916	\$39,902,727	\$41,114,791	11%

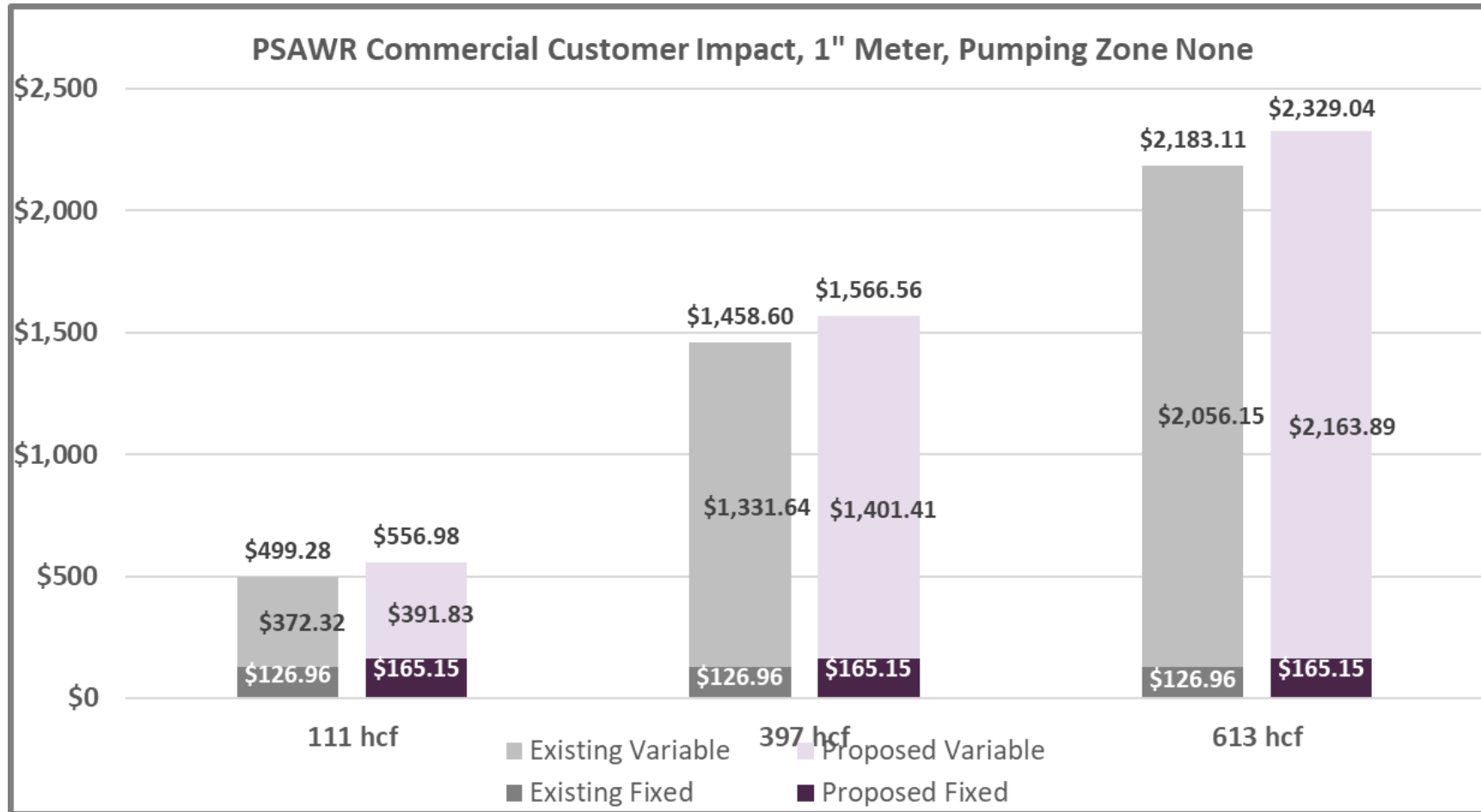
Customer Impacts

Single Family Residential



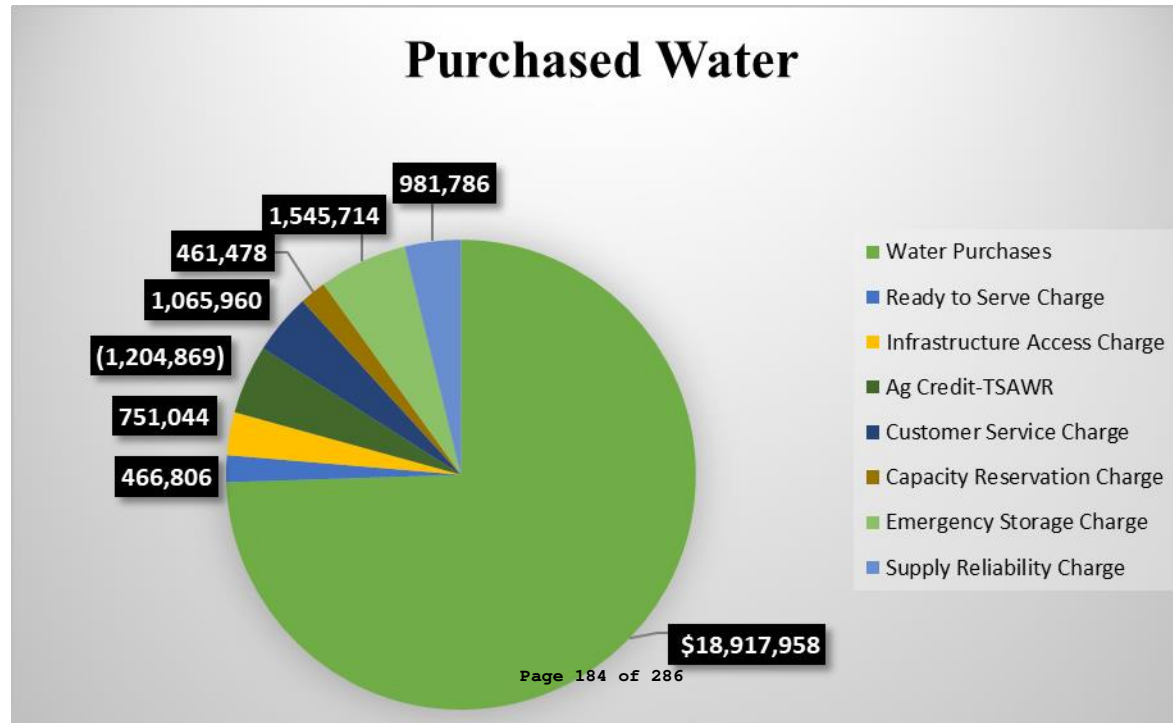
Customer Impacts

PSAWR Commercial



PURCHASED WATER

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
01-99-50001	Water Purchases	\$18,455,583	\$ 18,045,733	\$18,040,684	\$ 19,986,659	\$ 18,917,958	5%
01-99-50003	Water in Storage	229,029	(121,495)	-	-	-	0%
01-99-50005	Ready to Serve Charge	480,358	503,754	498,780	498,780	466,806	-6%
01-99-50006	Infrastructure Access Charge	512,418	579,672	694,944	694,944	751,044	8%
01-99-50008	Ag Credit-TSAWR	(1,127,274)	(1,026,642)	(1,009,721)	(1,009,721)	(1,204,869)	-19%
01-99-50010	Customer Service Charge	1,091,747	1,085,054	1,109,124	1,109,124	1,065,960	-4%
01-99-50011	Capacity Reservation Charge	458,393	400,230	419,934	419,934	461,478	10%
01-99-50012	Emergency Storage Charge	1,561,472	1,616,669	1,603,380	1,603,380	1,545,714	-4%
01-99-50013	Supply Reliability Charge	739,431	834,939	976,920	976,920	981,786	0%
Total Purchased Water		\$22,401,158	\$ 21,917,914	\$22,334,045	\$ 24,280,021	\$ 22,985,877	3%



PUMPING EXPENSE

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
01-31-56101	Regular Salaries	\$ 24,866	\$ 25,602	\$ 56,399	\$ 22,216	\$ 28,456	-50%
01-31-56103	Overtime Paid, Comp Time Earned	-	2,797	500	1,098	500	0%
01-31-56501	Employer's Share FICA SSI	1,035	-	-	-	-	0%
01-31-56502	Employer's Share FICA Medicare	260	-	-	-	-	0%
01-31-56503	Medical Insurance	2,989	-	-	-	-	0%
01-31-56504	Dental Insurance	291	-	-	-	-	0%
01-31-56505	Vision Insurance	35	-	-	-	-	0%
01-31-56506	Life, S/T, L/T Disability Insurance	-	-	-	-	-	0%
01-31-56507	Retirement-CalPERS	1,917	-	-	-	-	0%
01-31-56515	Worker's Compensation Insurance	-	-	-	-	-	0%
01-31-56516	State Unemployment Ins, E.T.T.	-	-	-	-	-	0%
01-31-56520	Deferred Compensation (Employer)	452	-	-	-	-	0%
	Total Payroll Expenses	\$ 31,845	\$ 28,399	\$ 56,899	\$ 23,314	\$ 28,956	-49%
01-31-63100	Equipment Maintenance/Repair	28,990	23,379	56,500	40,991	56,500	0%
01-31-63401	Building Maintenance	370	17,463	14,000	17,221	2,000	-86%
01-31-72000	Supplies & Services	11,301	23,026	21,500	7,009	21,500	0%
01-31-73000	Small Tools & Equipment	171	-	300	-	300	0%
01-31-78000	Utilities - Electricity	431,787	438,511	450,000	412,370	450,000	0%
	Total Maintenance & Supply	\$ 472,619	\$ 502,379	\$ 542,300	\$ 477,592	\$ 530,300	-2%
	TOTAL PUMPING EXPENSES	\$ 504,464	\$ 530,778	\$ 599,199	\$ 500,905	\$ 559,256	0%

OPERATIONS EXPENSE

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
01-32-56101	Regular Salaries	\$ 754,339	\$ 842,651	\$ 523,073	\$ 683,260	\$ 510,902	-2%
01-32-56103	Overtime Paid, Comp Time Earned	67,059	111,954	95,000	129,521	90,000	-5%
01-32-56501	Employer's Share FICA SSI	50,299	49,351	34,519	36,200	32,829	-5%
01-32-56502	Employer's Share FICA Medicare	12,200	11,774	8,383	9,590	7,821	-7%
01-32-56503	Medical Insurance	123,687	116,938	104,420	96,373	98,661	-6%
01-32-56504	Dental Insurance	12,915	11,636	9,462	9,514	9,695	2%
01-32-56505	Vision Insurance	1,606	1,401	1,130	1,136	1,130	0%
01-32-56506	Life, S/T, L/T Disability Insurance	13,144	11,535	6,621	5,710	6,168	-7%
01-32-56507	Retirement-CalPERS	77,792	78,661	71,463	54,875	62,144	-13%
01-32-56512	Training/Tuition Reimbursement	5,206	711	2,000	528	2,000	0%
01-32-56515	Worker's Compensation Insurance	29,935	29,737	19,495	21,788	19,598	1%
01-32-56516	State Unemployment Ins, E.T.T.	2,076	1,701	1,260	1,554	1,190	-6%
01-32-56518	Duty Pay	15,400	14,100	15,000	12,660	20,644	38%
01-32-56520	Deferred Compensation (Employer)	20,519	17,600	15,600	17,394	17,550	13%
	Total Payroll Expenses	\$1,186,176	\$ 1,299,750	\$ 907,427	\$1,080,103	\$ 880,332	-3%
01-32-60000	Electronics	5,121	9,213	13,000	3,391	13,000	0%
01-32-63100	Equipment Maintenance/Repairs	5,910	4,403	12,500	8,572	11,000	-12%
01-32-63102	Equipment Maintenance Contract	5,363	4,568	49,000	35,416	25,500	-48%
01-32-63200	Equipment Rental	-	99,006	42,000	41,230	42,000	0%
01-32-63401	Building Maintenance	-	13,094	20,000	53,947	26,000	30%
01-32-72000	Supplies & Services	170,847	574,108	70,000	151,040	80,000	14%
01-32-72010	Tank Maintenance	635,563	757,731	864,500	494,899	1,004,000	16%
01-32-72150	Regulatory Permits	58,447	55,782	57,600	62,579	58,600	2%
01-32-72700	Printing & Reproductions	13,953	0	7,500	-	2,000	-73%
01-32-73000	Small Tools & Equipment	1,823	3,045	5,000	6,175	15,500	210%
01-32-75300	Travel/Conferences/Training	4,871	380	-	-	-	0%
01-32-78000	Utilities	13,922	13,646	12,500	12,181	12,500	0%
	Total Maintenance & Supply	\$ 915,818	\$ 1,534,976	\$ 1,153,600	\$ 869,430	\$1,290,100	12%
	TOTAL OPERATIONS EXPENSES	\$2,101,994	\$ 2,834,726	\$ 2,061,027	\$1,949,533	\$2,170,432	5%

VALVE MAINTENANCE EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
01-33-56101	Regular Salaries	\$ 302,177	\$ 269,703	\$ 279,437	\$ 188,278	\$ 284,646	2%
01-33-56103	Overtime Paid, Comp Time Earned	19,883	11,257	11,000	2,732	5,000	-55%
01-33-56501	Employer's Share FICA SSI	19,356	23,318	17,325	16,378	17,648	2%
01-33-56502	Employer's Share FICA Medicare	4,644	5,453	4,052	3,965	4,127	2%
01-33-56503	Medical Insurance	64,963	71,620	56,626	58,927	59,736	5%
01-33-56504	Dental Insurance	6,582	7,172	5,817	5,922	5,817	0%
01-33-56505	Vision Insurance	803	854	678	690	678	0%
01-33-56506	Life, S/T, L/T Disability Insurance	3,518	3,561	3,185	3,312	3,245	2%
01-33-56507	Retirement-CalPERS	32,046	38,613	34,541	31,049	34,727	1%
01-33-56512	Training/Tuition Reimbursement	381	631	1,000	568	1,000	0%
01-33-56515	Worker's Compensation Insurance	11,920	16,088	10,034	12,818	10,343	3%
01-33-56516	State Unemployment Ins, E.T.T.	1,093	952	756	932	714	-6%
01-33-56520	Deferred Compensation (Employer)	9,857	10,625	8,450	8,460	8,450	0%
	Total Payroll Expenses	\$ 477,223	\$ 459,847	\$ 432,900	\$ 334,031	\$ 436,133	1%
01-33-72000	Supplies & Services	90,380	61,098	20,000	3,150	20,000	0%
01-33-73000	Small Tools & Equipment	2,398	1,171	4,000	10,264	5,000	25%
01-33-75300	Travel/Conferences/Training	2,200	570	-	0	-	0%
	Total Maintenance & Supply	\$ 94,978	\$ 62,839	\$ 24,000	\$ 13,414	\$ 25,000	4%
	TOTAL VALVE MAINTENANCE EXPENSES	\$ 572,201	\$ 522,686	\$ 456,900	\$ 347,444	\$ 461,133	1%

CONSTRUCTION EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
01-34-56101	Regular Salaries	\$ 730,412	\$ 690,352	\$ 945,733	\$ 511,610	\$ 917,496	-3%
01-34-56103	Overtime Paid, Comp Time Earned	73,320	145,791	100,000	143,820	145,000	45%
01-34-56501	Employer's Share FICA SSI	46,842	54,415	54,263	46,182	53,207	-2%
01-34-56502	Employer's Share FICA Medicare	11,837	14,065	13,713	11,322	13,304	-3%
01-34-56503	Medical Insurance	155,175	175,173	206,204	184,394	179,176	-13%
01-34-56504	Dental Insurance	15,129	16,854	19,910	19,471	17,445	-12%
01-34-56505	Vision Insurance	2,098	2,246	2,532	2,405	2,487	-2%
01-34-56506	Life, S/T, L/T Disability Insurance	7,499	8,436	9,553	12,047	9,777	2%
01-34-56507	Retirement-CalPERS	71,879	92,391	101,809	97,672	88,492	-13%
01-34-56512	Training/Tuition Reimbursement	2,109	1,407	3,000	7,950	5,000	67%
01-34-56515	Worker's Compensation Insurance	34,684	34,370	28,766	48,908	33,339	16%
01-34-56516	State Unemployment Ins, E.T.T.	2,712	3,011	2,822	4,032	2,618	-7%
01-34-56518	Duty Pay	14,750	16,800	15,400	13,140	20,644	34%
01-34-56520	Deferred Compensation (Employer)	31,877	25,030	35,022	26,990	33,020	-6%
	Total Payroll Expenses	\$ 1,200,322	\$ 1,280,341	\$ 1,538,727	\$ 1,129,944	\$ 1,521,005	-1%
01-34-72000	Supplies & Services	681,089	672,072	550,000	848,021	475,000	-14%
01-34-72001	Easement Maintenance	-	214,950	200,000	178,324	200,000	100%
01-34-73000	Small Tools & Equipment	10,853	10,902	10,000	2,646	10,000	0%
01-34-75300	Conferences/Training	665	2,545	-	10,151	-	0%
	Total Maintenance & Supply	\$ 692,606	\$ 900,469	\$ 760,000	\$ 1,039,141	\$ 685,000	-10%
	TOTAL CONSTRUCTION EXPENSES	\$1,892,928	\$2,180,810	\$2,298,727	\$2,169,085	\$2,206,005	-4%

METERS EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Proposed	FY 2022 Proposed	% Change from PY Budget
01-35-56101	Regular Salaries	\$ 419,550	\$ 533,738	\$ 609,773	\$ 524,599	\$ 614,426	1%
01-35-56103	Overtime Paid, Comp Time Earned	42,868	47,297	50,000	52,855	45,000	-10%
01-35-56501	Employer's Share FICA SSI	27,809	36,828	37,695	36,198	38,094	1%
01-35-56502	Employer's Share FICA Medicare	6,681	8,613	8,881	8,471	8,909	0%
01-35-56503	Medical Insurance	85,728	132,813	139,482	156,835	156,147	12%
01-35-56504	Dental Insurance	9,179	14,573	13,340	13,786	11,634	-13%
01-35-56505	Vision Insurance	1,119	1,735	1,582	1,715	1,582	0%
01-35-56506	Life, S/T, L/T Disability Insurance	4,432	5,871	6,937	7,056	6,991	1%
01-35-56507	Retirement-CalPERS	41,132	58,522	68,569	62,567	74,960	9%
01-35-56512	Training/Tuition Reimbursement	1,412	1,929	1,500	534	1,500	0%
01-35-56515	Worker's Compensation Insurance	5,456	22,734	21,896	28,474	19,701	-10%
01-35-56516	State Unemployment Ins, E.T.T.	1,365	1,904	1,764	3,002	1,666	-6%
01-35-56520	Deferred Compensation (Employer)	13,215	19,425	19,500	17,544	16,250	-17%
	Total Payroll Expenses	\$ 659,948	\$ 885,982	\$ 980,920	\$ 913,636	\$ 996,862	2%
01-35-63404	Backflow Expenses	88,138	134,225	150,500	168,008	143,000	-5%
01-35-72000	Supplies & Services	116,173	132,615	65,000	52,313	55,000	-15%
01-35-73000	Small Tools & Equipment	2,873	9,832	15,000	4,356	13,500	-10%
01-35-75300	Training, Conferences/Travel	1,150	677	-	0	2,000	100%
	Total Maintenance & Supply	\$ 208,334	\$ 277,349	\$ 230,500	\$ 224,677	\$ 213,500	-7%
	TOTAL METER EXPENSES	\$ 868,282	\$ 1,163,331	\$ 1,211,420	\$ 1,138,313	\$ 1,210,362	0%

WATER FUND DEBT SERVICE

Beck

	Interest Due	Principal Due	Total Annual Debt Service
2013-14	\$164,194	\$322,757	\$486,951
2014-15	\$157,403	\$329,549	\$486,952
2015-16	\$150,468	\$336,483	\$486,951
2016-17	\$143,388	\$343,564	\$486,952
2017-18	\$136,158	\$350,793	\$486,951
2018-19	\$128,777	\$358,175	\$486,952
2019-20	\$121,240	\$365,712	\$486,952
2020-21	\$113,544	\$373,407	\$486,951
2021-22	\$105,687	\$381,265	\$486,952
2023-32	\$594,093	\$4,762,371	\$5,356,464
Total	\$1,814,952	\$7,924,076	\$9,739,028

Morro

	Interest Due	Principal Due	Total Annual Debt Service
2013-14	\$213,505	\$419,686	\$633,191
2014-15	\$204,673	\$428,517	\$633,190
2015-16	\$195,656	\$437,525	\$633,191
2016-17	\$186,449	\$446,742	\$633,191
2017-18	\$177,049	\$456,142	\$633,191
2018-19	\$167,450	\$465,740	\$633,190
2019-20	\$157,650	\$475,541	\$633,191
2020-21	\$147,643	\$485,547	\$633,190
2021-22	\$137,426	\$495,764	\$633,190
2023-32	\$772,509	\$6,192,590	\$6,965,099
Total	\$2,360,010	\$10,303,794	\$12,663,814

Meter Replacement Project

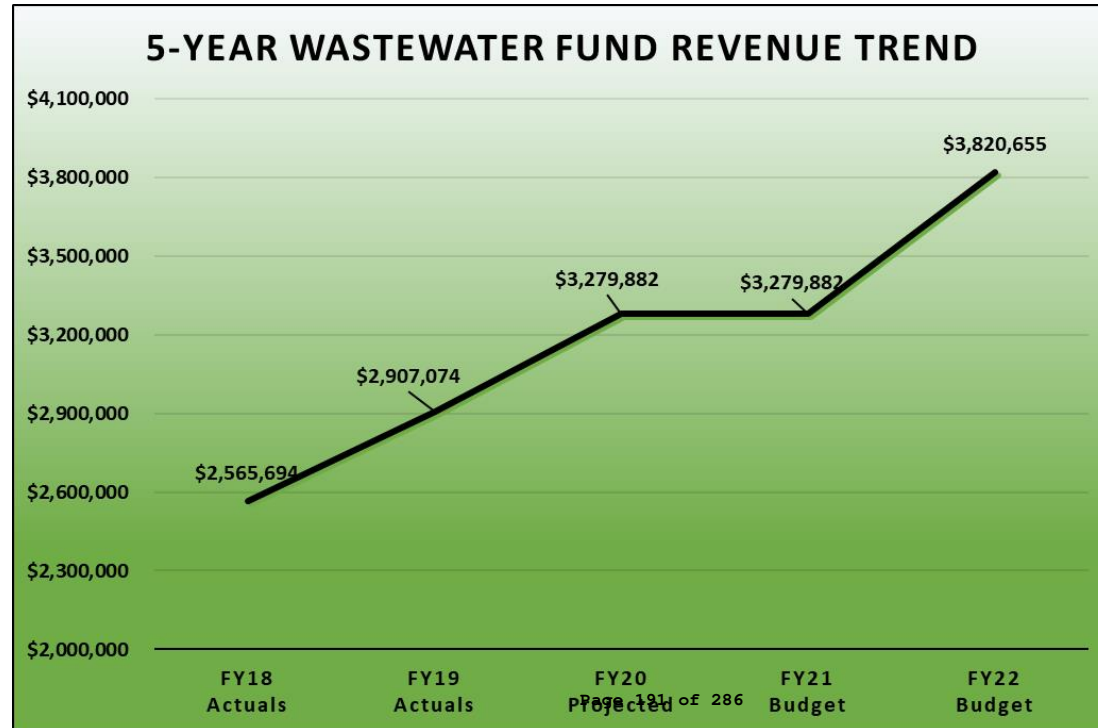
	Interest Due	Principal Due	Total Annual Debt Service
2019-20	\$132,743	\$506,260	\$639,003
2020-21	\$155,026	\$492,037	\$647,063
2021-22	\$139,822	\$507,241	\$647,063
2022-23	\$124,148	\$522,914	\$647,062
2023-24	\$107,990	\$539,073	\$647,063
2024-25	\$91,333	\$555,730	\$647,063
2025-26	\$74,161	\$572,902	\$647,063
2026-27	\$56,458	\$590,605	\$647,063
2027-28	\$38,209	\$608,854	\$647,063
2028-29	\$19,395	\$627,668	\$647,063
Total	\$939,285	\$5,523,284	\$6,462,569

Water Service Upgrade Project

	Interest Due	Principal Due	Total Annual Debt Service
2019-20	\$187,263	\$501,384	\$688,647
2020-21	\$143,625	\$463,998	\$607,623
2021-22	\$128,636	\$478,753	\$607,389
2022-23	\$113,169	\$493,977	\$607,147
2023-24	\$97,211	\$509,686	\$606,897
2024-25	\$80,745	\$525,894	\$606,639
2025-26	\$63,756	\$542,617	\$606,373
2026-27	\$46,226	\$559,873	\$606,099
2027-28	\$28,139	\$577,676	\$605,816
2028-29	\$9,477	\$596,047	\$605,524
Total	\$898,249	\$5,249,905	\$6,148,154

WASTEWATER REVENUES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
02-99-41112	Sewer Charges-Established Acct	\$ 2,779,172	\$ 3,168,882	\$ 3,168,882	\$ 3,194,655	\$ 3,754,655	18%
02-99-43100	Sewer-Oak Crest Service Charges	23,514	24,000	24,000	\$15,600	0	-100%
02-99-43106	Operating Inc-Sewer Letter Fee	3,350	2,000	2,000	\$1,000	1,000	-50%
02-99-43108	Operating Income - Plan Check/Inspection Fee	37,220	25,000	25,000	\$5,000	5,000	-80%
02-99-49109	Miscellaneous Revenue	6,400	5,000	5,000	\$5,000	5,000	100%
02-99-49301	Property Tax Rev - Ad Valorem	57,418	55,000	55,000	\$55,000	55,000	0%
Total Wastewater Revenues		\$ 2,907,074	\$ 3,279,882	\$ 3,279,882	\$ 3,276,255	\$ 3,820,655	16%



WASTEWATER EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
02-61-56101	Regular Salaries	\$ 371,870	\$ 358,831	\$ 373,351	\$ 346,163	\$ 369,774	-1%
02-61-56103	Overtime Paid, Comp Time Earned	39,270	47,311	35,000	48,708	30,000	-14%
02-61-56501	Employer's Share FICA SSI	25,011	24,655	22,723	24,426	22,926	1%
02-61-56502	Employer's Share FICA Medicare	6,016	5,766	5,414	5,719	5,362	-1%
02-61-56503	Medical Insurance	83,636	82,823	81,685	92,084	85,872	5%
02-61-56504	Dental Insurance	7,223	6,957	6,651	7,412	6,884	4%
02-61-56505	Vision Insurance	907	854	803	890	803	0%
02-61-56506	Life, S/T, L/T Disability Insurance	3,798	3,846	5,387	4,282	5,362	0%
02-61-56507	Retirement-CalPERS	37,594	42,243	46,150	44,615	45,112	-2%
02-61-56512	Training/Tuition Reimbursement	2,435	1,595	3,000	1,704	2,000	-33%
02-61-56515	Worker's Compensation Insurance	17,078	22,693	16,155	22,812	20,263	25%
02-61-56516	State Unemployment Ins, E.T.T.	1,105	952	895	1,243	845	-6%
02-61-56518	Duty Pay	14,800	14,000	14,200	13,500	20,644	45%
02-61-56520	Deferred Compensation (Employee)	8,983	8,125	7,573	8,580	7,573	0%
	Total Payroll Expenses	\$ 619,726	\$ 620,651	\$ 618,984	\$ 622,139	\$ 623,418	1%
02-61-60000	Electronics	-	3,105	18,000	3,120	10,000	-44%
02-61-63100	Equipment Maintenance/Repairs	3,574	33,552	39,000	40,754	47,000	21%
02-61-63200	Equipment Rental	24,367	3,237	6,000	-	6,000	0%
02-61-70000	Professional Services	27,114	27,582	24,000	26,288	-	-100%
02-61-72000	Supplies & Services	104,543	139,787	70,000	139,998	77,000	10%
02-61-72150	Regulatory Permits	6,532	6,673	16,000	7,289	8,000	-50%
02-61-72200	Books & Resources	418	200	500	1,008	500	0%
02-61-72400	Dues & Subscriptions	538	538	600	646	600	0%
02-61-72600	Sewer Line Cleaning/Maintenance	34,317	23,084	58,000	61,340	40,000	-31%
02-61-73000	Small Tools & Equipment	2,669	1,490	2,500	3,197	3,000	20%
02-61-75300	Travel/Conferences/Training	2,185	928	-	-	-	0%
02-61-77000	Sewage Treat.- Oceanside Plant	797,279	1,242,209	1,242,209	1,242,209	1,242,209	0%
02-61-78000	Utilities	66,427	72,050	70,000	69,726	70,000	0%
02-61-78300	Hazardous Waste Material Disposal	25,388	8,190	12,000	5,508	10,000	-17%
02-61-78700	Utilities-Propane	-	-	8,000	-	3,000	-63%
	Total Maintenance & Supply	\$ 1,095,351	\$ 1,562,625	\$ 1,566,809	\$ 1,601,083	\$ 1,517,309	-3%
02-99-52176	Overhead Transfer to Gen Fund	1,247,966	1,446,798	1,535,900	1,242,659	1,484,426	-3%
	Total Transfers	\$ 1,247,966	\$ 1,446,798	\$ 1,535,900	\$ 1,242,659	\$ 1,484,426	-3%
	TOTAL WASTEWATER EXPENSES	\$ 2,963,044	\$ 3,630,073	\$ 3,721,693	\$ 3,465,881	\$ 3,625,153	-3%

GENERAL FUND REVENUES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-99-42200	Overhead Trs From Water	\$ 5,320,278	\$ 6,167,927	\$ 6,547,786	\$5,297,653	\$ 6,328,342	-3%
03-99-42200	Overhead Trs From Wastewater	\$ 1,247,966	\$ 1,446,798	\$ 1,535,900	\$1,242,659	\$ 1,484,426	
03-99-43102	Operating Inc Penalty Charges	266,874	93,116	50,000	688,220	500,000	900%
03-99-43108	Operating Inc Plan Check Rev.	179,445	15,964	50,000	213,344	100,000	100%
03-99-49108	Non Oper Inc-Rents And Leases	172,559	58,794	-	-	-	0%
03-99-49109	Miscellaneous Revenue	431,955	101,020	30,000	106,493	75,000	150%
03-99-49114	Misc Revenue - Engineering Services	7,950	4,968	5,000	7,267	5,000	0%
Total General Fund Revenues		\$ 7,627,027	\$ 7,888,587	\$ 8,218,686	\$7,555,636	\$ 8,492,768	3%

BOARD OF DIRECTOR EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-20-56202	Board Member Expenses	\$ 13,200	\$ 11,400	\$ 14,000	\$ 8,640	\$ 14,000	0%
03-20-56501	Employer's Share FICA SSI	818	674	868	564	868	0%
03-20-56502	Employer's Share FICA Medicare	192	158	203	146	203	0%
03-20-56515	Worker's Compensation Ins.	-	199	300	273	84	0%
	Total Payroll Expenses	\$ 14,210	\$ 12,431	\$ 15,371	\$ 9,623	\$ 15,155	-1%
03-20-72000	Supplies & Services	852	13	100	-	100	0%
03-20-75300	Travel/Conferences/Training	16,672	10,892	14,110	667	25,220	79%
	Total Supplies Expenses	\$ 17,524	\$ 10,905	\$ 14,210	\$ 667	\$ 25,320	78%
	TOTAL BOARD EXPENSES	\$ 31,734	\$ 23,336	\$ 29,581	\$ 10,291	\$ 40,475	37%

GARAGE EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-36-56101	Regular Salaries	\$ 90,977	\$ 87,445	\$ 98,059	\$ 95,573	\$ 96,201	-2%
03-36-56103	Overtime Paid, Comp Time Earned	4,641	9,373	6,000	7,499	6,000	0%
03-36-56501	Employer's Share FICA SSI	5,733	5,922	6,080	6,144	5,964	-2%
03-36-56502	Employer's Share FICA Medicare	1,381	1,385	1,422	1,436	1,395	-2%
03-36-56503	Medical Insurance	17,781	17,312	18,711	18,779	20,412	9%
03-36-56504	Dental Insurance	1,836	1,793	1,939	1,910	1,939	0%
03-36-56505	Vision Insurance	224	213	226	223	226	0%
03-36-56506	Life, S/T, L/T Disability Insurance	964	976	1,119	1,087	1,097	-2%
03-36-56507	Retirement-CalPERS	9,660	10,157	12,121	10,063	11,737	-3%
03-36-56512	Tuition Reimbursement	-	50	100	0	100	0%
03-36-56515	Worker's Compensation Insurance	3,296	4,690	3,831	4,547	4,495	17%
03-36-56516	State Unemployment Ins, E.T.T.	273	238	252	311	238	-6%
03-36-56520	Deferred Compensation (Employer)	2,614	2,500	2,600	2,640	2,600	0%
	Total Payroll Expenses	\$ 139,381	\$ 142,054	\$ 152,460	\$ 150,212	\$ 152,404	0%
03-36-60000	Equipment	\$ 48,056	\$ 12,174	\$ 10,000	\$ 16,937	\$ 15,000	50%
03-36-63100	Equipment Maintenance	28,760	76,415	60,000	19,865	40,000	-33%
03-36-63421	Fuel & Oil	113,926	166,030	140,000	146,018	150,000	7%
03-36-63422	Repair, Supplies, Auto	52,499	70,222	70,000	78,305	70,000	0%
03-36-72000	Supplies & Services	30,071	68,622	50,000	40,040	40,000	-20%
03-36-72150	Regulatory Permits	4,639	-	4,000	1,584	0	-100%
03-36-73000	Small Tools & Equipment	4,103	6,253	6,000	5,982	6,000	0%
03-36-75300	Travel/Conferences/Training	179	190	-	0	-	0%
	Total Maintenance & Supply	\$ 282,232	\$ 399,906	\$ 340,000	\$ 308,731	\$ 321,000	-6%
	TOTAL GARAGE EXPENSES	\$ 421,613	\$ 541,960	\$ 492,460	\$ 458,944	\$ 473,404	-4%

ADMINISTRATION EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-41-56101	Regular Salaries	\$ 547,774	\$ 524,227	\$ 387,511	\$ 349,338	\$ 404,456	4%
03-41-56103	Overtime Paid, Comp Time Earned	17,868	12,972	15,000	10,417	13,000	-13%
03-41-56501	Employer's Share FICA SSI	27,789	27,789	15,230	14,087	16,743	10%
03-41-56502	Employer's Share FICA Medicare	8,310	8,310	5,619	5,052	5,865	4%
03-41-56503	Medical Insurance	52,760	52,760	32,406	32,364	32,634	1%
03-41-56504	Dental Insurance	5,281	5,281	2,350	2,548	2,583	10%
03-41-56505	Vision Insurance	832	832	452	490	452	0%
03-41-56506	Life, S/T, L/T Disability Insurance	3,816	3,816	3,020	3,760	3,161	5%
03-41-56507	Retirement-CalPERS	57,354	57,354	47,900	53,998	49,344	3%
03-41-56511	Employee Uniform Allowance	21,035	21,035	25,000	20,129	24,273	-3%
03-41-56512	Training/Tuition Reimbursement	-	-	1,000	-	1,000	0%
03-41-56515	Worker's Compensation Insurance	19,811	19,811	10,197	12,839	10,566	4%
03-41-56516	State Unemployment Ins, E.T.T.	1,097	1,097	504	622	476	-6%
03-41-56520	Deferred Compensation (Employer)	16,041	16,041	2,600	3,084	2,600	0%
	Total Payroll Expenses	\$ 779,769	\$ 751,326	\$ 548,789	\$ 508,726	\$ 567,153	3%
03-41-63102	Equipment Maintenance Contract	\$ 270	\$ 306	\$ 3,000	\$ -	\$ -	-100%
03-41-63200	Equipment Rental	40,308	66,655	69,000	45,588	49,000	-29%
03-41-63400	Kitchen Supplies	24,119	17,197	14,000	11,905	14,000	0%
03-41-63401	Building Maintenance	81,637	161,199	102,200	84,024	92,700	-9%
03-41-70000	Professional Services	222,474	571,843	585,000	634,859	720,000	23%
03-41-70300	Legal Services	351,270	508,558	350,000	382,790	450,000	29%
03-41-72000	Supplies & Services	28,190	19,123	29,050	39,078	52,650	81%
03-41-72200	Books & Resources	36	-	250	-	-	-100%
03-41-72400	Dues & Subscriptions	68,342	62,828	62,860	73,033	65,865	5%
03-41-72702	Public Notices/Advertising	5,368	670	1,000	1,556	750	-25%
03-41-72900	Stationary & Office Supplies	13,586	6,854	5,000	3,492	5,000	0%
03-41-74000	Communications & Phone Bills	9,085	9,950	8,500	12,139	13,000	53%
03-41-74100	Phone Bill	69,948	107,022	93,000	96,325	90,000	-3%
03-41-75300	Travel/Conferences/Training	11,087	8,963	15,800	1,672	16,550	5%
03-41-78000	Utilities-Electricity	50,324	52,607	50,000	51,296	55,000	10%
03-41-78700	Utilities -Propane	4,745	6,022	7,500	11,174	12,000	60%
03-41-78900	Trash Pick-Up	10,475	12,655	10,750	8,828	10,000	-7%
	Total Maintenance & Supply	\$ 991,263	\$ 1,612,452	\$ 1,406,910	\$1,457,761	\$ 1,646,515	17%
Page 196 of 286							
	TOTAL ADMINISTRATION EXPENSES	\$ 1,771,033	\$ 2,363,778	\$ 1,955,699	\$1,966,487	\$ 2,213,668	13%

Human Resources Expenses

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-42-56101	Regular Salaries	\$ 167,346	\$ 173,892	\$ 198,142	\$ 223,246	\$ 202,129	2%
03-42-56103	Overtime Paid, Comp Time Earned	1,050	371	1,500	496	500	-67%
03-42-56501	Employer's Share FICA SSI	9,852	10,124	9,461	10,171	10,455	11%
03-42-56502	Employer's Share FICA Medicare	2,500	2,602	2,873	3,035	2,931	2%
03-42-56503	Medical Insurance	12,440	13,249	14,196	11,246	7,734	-46%
03-42-56504	Dental Insurance	1,547	737	-	1,015	644	100%
03-42-56505	Vision Insurance	217	213	226	223	226	0%
03-42-56506	Life, S/T, L/T Disability Insurance	1,541	1,560	1,349	1,736	1,349	0%
03-42-56507	Retirement - CalPERS	9,327	10,674	9,765	11,630	11,680	20%
03-42-56512	Training/Tuition Reimbursement	-	1,338	-	642	500	100%
03-42-56515	Worker's Compensation Insurance	759	717	949	835	784	-17%
03-42-56516	State Unemployment Ins, E.T.T.	275	488	504	622	476	-6%
03-42-56520	Deferred Compensation (Employer)	565	3,375	3,510	3,480	3,510	0%
Total Payroll Expenses		\$ 207,419	\$ 219,340	\$ 242,475	\$ 268,378	\$ 242,918	0%
03-42-56513	Employee Relations	\$ 17,623	\$ 6,672	\$ 14,600	\$ 5,646	\$ 16,270	11%
03-42-60100	Computers/Information Systems	11,294	-	-	-	-	0%
03-42-70000	Professional Services	14,539	5,414	54,700	7,128	54,700	0%
03-42-70300	Legal Services	-	4,296	50,000	0	10,000	-80%
03-42-72000	Supplies & Services	224	2,369	2,500	503	1,500	-40%
03-42-72200	Books & Resources	-	-	100	-	100	0%
03-42-72400	Dues & Subscriptions	1,122	6,859	1,100	1,416	1,450	32%
03-42-75300	Travel, Conferences and Training	4,186	757	400	-	4,000	900%
03-42-75400	Workforce Development	59,246	39,569	3,300	18,440	48,300	1364%
03-42-75500	Recruitment	17,768	13,992	18,800	10,504	16,000	-15%
Total Maintenance & Supply		\$ 126,000	\$ 79,928	\$ 145,500	\$ 43,637	\$ 152,320	5%
TOTAL HUMAN RESOURCE EXPENSES		\$ 333,419	\$ 299,268	\$ 387,975	\$ 312,014	\$ 395,238	2%

SAFETY EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-43-56101	Regular Salaries	\$ 108,226	\$ 203,217	\$ 117,911	\$ 198,895	\$ 122,195	4%
03-43-56103	Overtime Paid, Comp Time Earn.	300	2,604	2,000	2,977	0	-100%
03-43-56501	Employer's Share FICA SSI	6,459	10,655	7,310	9,070	7,576	4%
03-43-56502	Employer's Share FICA Medicare	1,565	4,566	1,710	2,677	1,772	4%
03-43-56503	Medical Insurance	8,674	13,124	14,196	16,135	20,412	44%
03-43-56504	Dental Insurance	1,221	1,578	1,706	1,681	1,939	14%
03-43-56505	Vision Insurance	153	213	226	223	226	0%
03-43-56506	Life, S/T, L/T Disability Insurance	1,016	1,161	1,344	1,292	1,351	1%
03-43-56507	Retirement - CalPERS	7,482	8,077	9,117	8,282	9,275	2%
03-43-56512	Training/Tuition Reimbursement	955	2,484	1,000	121	1,000	0%
03-43-56515	Worker's Compensation Insurance	221	4,432	4,234	4,817	4,440	5%
03-43-56516	State Unemployment Ins, E.T.T.	275	238	252	311	238	-6%
03-43-56520	Deferred Compensation (Employer)	565	1,275	2,210	0	0	0%
	Total Payroll Expenses	\$ 137,112	\$ 253,624	\$ 163,216	\$ 246,482	\$ 170,424	4%
03-43-63100	Equipment Maintenance	2,905	3,531	6,600	3,086	5,200	-21%
03-43-63102	Equipment Maintenance Contract	13,855	6,139	6,225	4,786	6,225	0%
03-43-65000	Property Liability Insurance	237,437	285,426	400,000	402,599	700,000	75%
03-43-65100	District-Paid Claims	51,873	252,762	290,000	179,806	170,000	-41%
03-43-72000	Supplies & Services	22,165	22,494	40,000	60,892	25,000	-38%
03-43-72200	Books & Resources	272	220	950	684	1,000	5%
03-43-72400	Dues & Subscriptions	1,354	2,749	2,750	446	3,550	29%
03-43-72500	Safety Supplies	32,604	38,361	76,500	54,888	60,500	-21%
03-43-75300	Travel/Conferences/Training	2,969	1,156	1,800	30	3,000	67%
	Total Maintenance & Supply	\$ 365,435	\$ 612,838	\$ 824,825	\$ 707,217	\$ 974,475	18%
	TOTAL SAFETY EXPENSES	\$ 502,547	\$ 866,462	\$ 988,041	\$ 953,699	\$ 1,144,899	16%

IT EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-44-56101	Regular Salaries	\$ -	\$ -	\$ 428,999	\$ 360,707	\$ 494,100	15%
03-44-56103	Overtime Paid, Comp Time Earned	-	-	28,000	3,695	15,000	-46%
03-44-56501	Employer's Share FICA SSI	-	-	25,055	23,365	28,524	14%
03-44-56502	Employer's Share FICA Medicare	-	-	6,220	6,055	7,164	15%
03-44-56503	Medical Insurance	-	-	73,708	55,178	63,199	-14%
03-44-56504	Dental Insurance	-	-	7,523	3,481	5,167	-31%
03-44-56505	Vision Insurance	-	-	904	802	904	0%
03-44-56506	Life, S/T, L/T Disability Insurance	-	-	3,533	4,573	4,086	16%
03-44-56507	Retirement-CalPERS	-	-	43,767	37,891	43,891	0%
03-44-56512	Training/Tuition Reimbursement	-	-	2,000	352	1,000	-50%
03-44-56515	Worker's Compensation Insurance	-	-	17,464	17,335	20,031	15%
03-44-56516	State Unemployment Ins, E.T.T.	-	-	1,008	1,243	952	-6%
03-44-56520	Deferred Compensation (Employer)	-	-	11,050	6,306	7,150	-35%
	Total Payroll Expenses	\$ -	\$ -	\$ 649,232	\$ 520,984	\$ 691,169	6%
03-44-60000	Electronics	\$ -	\$ -	\$ 50,000	\$ -	\$ 25,000	-50%
03-44-60100	Computers	58,506	68,422	102,040	60,578	100,500	-2%
03-44-70000	Professional Services	-	-	60,000	14,148	50,000	-17%
03-44-72000	Supplies & Services	-	-	106,000	9,671	109,000	3%
03-44-72400	Dues & Subscriptions	327,994	383,589	545,623	467,623	484,968	-11%
03-44-73000	Small Tools & Equipment	-	-	6,000	-	9,500	58%
03-44-75300	Conferences/Meetings	-	-	4,800	-	12,000	150%
	Total Maintenance & Supply	\$ 386,500	\$ 452,011	\$ 874,463	\$ 552,020	\$ 790,968	-10%
	TOTAL IT EXPENSES	\$ 386,500	\$ 452,011	\$ 1,523,695	\$ 1,073,004	\$ 1,482,137	-3%

FINANCE EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-51-56101	Regular Salaries	\$ 307,642	\$ 371,693	\$ 484,542	\$ 415,379	\$ 583,807	20%
03-51-56103	Overtime Paid, Comp Time Earn.	7,149	9,767	8,000	12,031	15,000	88%
03-51-56501	Employer's Share FICA SSI	18,636	23,212	27,122	27,756	33,325	23%
03-51-56502	Employer's Share FICA Medicare	4,771	5,680	7,026	7,223	8,465	20%
03-51-56503	Medical Insurance	43,097	51,578	71,150	77,519	87,181	23%
03-51-56504	Dental Insurance	5,100	4,548	5,578	6,451	7,750	39%
03-51-56505	Vision Insurance	763	844	1,130	1,181	1,356	20%
03-51-56506	Life, S/T, L/T Disability Insurance	2,502	2,536	5,232	4,812	6,305	21%
03-51-56507	Retirement - CalPERS	23,214	23,544	33,611	32,327	39,678	18%
03-51-56512	Training/Tuition Reimbursement	7,655	901	2,500	7,844	5,000	100%
03-51-56515	Worker's Compensation Insurance	572	3,588	5,438	6,379	4,372	-20%
03-51-56516	State Unemployment Ins, E.T.T.	947	969	1,260	1,614	1,428	13%
03-51-56520	Deferred Compensation (Employer)	17,792	13,630	17,420	17,760	19,760	13%
Total Payroll Expenses		\$ 439,841	\$ 512,490	\$ 670,009	\$ 618,276	\$ 813,428	21%
03-51-69000	Postage	\$ 49,630	\$ 44,964	\$ 46,500	\$ 46,072	\$ 46,500	0%
03-51-70100	Annual Audit Services	27,988	18,698	35,000	30,200	35,000	0%
03-51-70400	Bank Service Charges	44,422	46,140	50,000	54,163	60,000	20%
03-51-72400	Dues & Subscriptions	-	250	-	310	300	0%
03-51-72700	Printing & Reproductions	183	0	2,000	0	3,500	75%
03-51-75300	Travel/Conferences/Training	6,027	6,964	3,600	510	9,000	150%
Total Maintenance & Supply		\$ 128,250	\$ 117,016	\$ 137,100	\$ 131,254	\$ 154,300	13%
TOTAL FINANCE EXPENSES		\$ 568,091	\$ 629,506	\$ 807,109	\$ 749,530	\$ 967,728	20%

CUSTOMER SERVICE EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-52-56101	Regular Salaries	\$ 258,337	\$ 256,250	\$ 274,726	\$ 321,851	\$ 223,290	-19%
03-52-56103	Overtime Paid, Comp Time Earn.	20,547	25,027	25,000	30,565	25,000	0%
03-52-56501	Employer's Share FICA SSI	17,254	17,246	17,033	18,664	13,844	-19%
03-52-56502	Employer's Share FICA Medicare	4,138	4,098	3,984	4,364	3,238	-19%
03-52-56503	Medical Insurance	48,520	50,591	53,715	57,304	50,058	-7%
03-52-56504	Dental Insurance	4,093	5,014	6,461	5,726	4,522	-30%
03-52-56505	Vision Insurance	981	947	904	1,069	678	-25%
03-52-56506	Life, S/T, L/T Disability Insurance	2,219	2,375	3,102	3,546	2,528	-19%
03-52-56507	Retirement - CalPERS	16,734	20,172	26,175	24,748	22,039	-16%
03-52-56512	Training/Tuition Reimbursement	-	417	2,500	0	1,000	-60%
03-52-56515	Worker's Compensation Insurance	1,170	2,130	980	1,121	866	-12%
03-52-56516	State Unemployment Ins, E.T.T.	1,923	1,411	1,008	1,780	714	-29%
03-52-56520	Deferred Compensation (Employer)	14,878	10,450	6,500	7,380	6,500	0%
	Total Payroll Expenses	\$ 390,793	\$ 396,128	\$ 422,089	\$ 478,117	\$ 354,278	-16%
03-52-66000	Bad Debt Expense/Billing Adjustments	\$ 853,219	\$ -	\$ 5,000	\$ 164	\$ -	-100%
03-52-72000	Supplies & Services	274,689	320,549	218,000	213,136	177,000	-19%
03-52-72700	Printing & Reproductions	127	-	1,500	287	1,000	-33%
03-52-75300	Travel/Conferences/Training	1,155	190	400	-	1,000	150%
	Total Maintenance & Supply	\$ 1,129,191	\$ 320,739	\$ 224,900	\$ 213,587	\$ 179,000	-20%
	TOTAL CUSTOMER SERVICE EXPENSES	\$ 1,519,984	\$ 716,867	\$ 646,989	\$ 691,704	\$ 533,278	-18%

ENGINEERING EXPENSES

GL Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Projected	FY 2022 Proposed	% Change from PY Budget
03-91-56101	Regular Salaries	\$ 631,338	\$ 423,074	\$ 485,340	\$ 431,736	\$ 394,087	-19%
03-91-56103	Overtime Paid, Comp Time Earn.	8,259	4,875	8,000	8,242	8,000	0%
03-91-56501	Employer's Share FICA SSI	38,580	23,454	27,079	19,825	23,929	-12%
03-91-56502	Employer's Share FICA Medicare	9,330	5,696	7,037	5,369	6,269	-11%
03-91-56503	Medical Insurance	89,381	83,028	58,548	69,586	50,446	-14%
03-91-56504	Dental Insurance	10,680	8,202	6,514	6,977	5,429	-17%
03-91-56505	Vision Insurance	1,397	1,216	836	1,002	656	-22%
03-91-56506	Life, S/T, L/T Disability Insurance	6,074	8,182	4,428	5,778	1,991	-55%
03-91-56507	Retirement - CalPERS	59,722	64,394	54,033	51,664	32,810	-39%
03-91-56512	Training/Tuition Reimbursement	834	2,289	2,000	-	500	-75%
03-91-56515	Worker's Compensation Insurance	4,886	7,648	4,900	7,597	10,124	107%
03-91-56516	State Unemployment Ins, E.T.T.	2,005	1,385	932	1,243	690	-26%
03-91-56520	Deferred Compensation (Employer)	21,863	17,600	8,450	13,872	9,542	13%
	Total Payroll Expenses	\$ 884,350	\$ 651,043	\$ 668,098	\$ 622,890	\$ 544,472	-19%
03-91-60000	Equipment	\$ -	\$ 1,914	\$ 1,000	\$ -	\$ 1,500	50%
03-91-63102	Equipment Maintenance Contract	50,015	6,613	-	-	-	0%
03-91-70000	Professional Services	344,150	184,430	257,500	236,236	207,500	-19%
03-91-70300	Legal Expenses	-	49,974	10,000	25,864	20,000	100%
03-91-72000	Supplies & Services	32,718	64,036	15,000	22,703	25,050	67%
03-91-72200	Books & Resources	-	-	500	203	1,000	100%
03-91-72400	Dues & Subscriptions	2,823	385	1,840	473	4,670	154%
03-91-72700	Printing & Reproductions	117	-	1,500	-	750	-50%
03-91-72702	Public Notices & Advertising	-	585	1,200	726	1,000	-17%
03-91-75300	Travel/Conferences/Training	5,170	54	500	870.00	6,000	0%
	Total Maintenance & Supply	\$ 434,993	\$ 307,991	\$ 289,040	\$ 287,074	\$ 267,470	-7%
	TOTAL ENGINEERING EXPENSES	\$ 1,319,343	\$ 959,034	\$ 957,138	\$ 909,964	\$ 811,942	-15%

Water Capital Project Budgets:

Project #	Project Name	Year					
		Adjusted Budget	Year 1 Proposed Budget	Year 2 Proposed Budget	Year 3 Proposed Budget	Year 4 Proposed Budget	Year 5 Proposed Budget
		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
300007	Programatic EIR for Existing Easements	\$ 209,963	\$ 75,000				
300008	New District Headquarters	120,000	150,000	450,000	2,000,000		
600001	Rainbow Heights PS (#1) Upgrades/Recon.	2,769,267					
600002	Gird to Monserate Hill Water Line	-			140,000	1,400,000	
600003	San Luis Rey Imported Return Flow Recovery	-					600,000
600007	Pressure Reducing Stations	362,182	500,000	750,000	250,000	750,000	250,000
600009	Isolation Valve Installation Program	11,158	50,000	600,000	500,000	500,000	500,000
600015	Water Condition Assessment	35,887				50,000	
600017	Pressure Reducing Station Replacement Program (Combined with 60007)	-					
600019	Water System Monitoring Program	26,250	184,375	184,375	25,000		
600021	Pipeline Upgrade Project	1,566,509					
600026	Camino Del Rey Waterline Reloaction	-	100,000	2,000,000			
600030	Corrosion Prevention Program Development and Implementation	16,375	250,000	600,000	600,000	600,000	600,000
600037	Live Oak Park Road Bridge Replacement	-	600,000	-			
600040	Vallecitos PS Relocation	-		1,100,000	1,000,000		
600047	Community Power Resiliency Generator Grant (Generator at Sumac)	-	50,000				
600048	Northside Zone Supply Redundancy	-					500,000
600049	Gomez/Magee Pump Station Upgrades and Sumac Radio Tower	-	500,000	450,000	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	-	-	350,000			
600058	Electrical Panel Switches	35,000	160,000				
600067	Pala Mesa Fairways 383 A and C	-				250,000	
600068	Sarah Ann Drive Line 400 A	-	100,000	275,000			
600069	Wilt Road (1331)	-					500,000
600071	Del Rio Estates Line Ext 503	-				250,000	
600072	Katie Lendre Drive Line	-	-	250,000			
600072	East Heights Line 147L	-					500,000
600073	East Heights Line 147A	-					250,000
600074	Via Zara - PUP	-				125,000	
600075	Roy Line Ext	-					250,000
600077	Rainbow Water Quality Improvement	-	950,000				
600080	Los Alisos South 243	-				500,000	
600081	Heli-Hydrant on Tank	-	149,728				
NA	Department Level Capital Expenses	335,400	483,000				
		Page 203 of 286 0					
Total		\$ 5,487,991	\$ 4,302,103	\$ 7,009,375	\$ 4,915,000	\$ 5,575,000	\$ 6,800,000

Water Capital Budget Year 1 (proposed)...

Water Capital Project Budgets:

Project #	Project Name	Year 1 Proposed Budget	
			FY 21/22
600077	Rainbow Water Quality Improvement	\$	950,000
600037	Live Oak Park Road Bridge Replacement		600,000
600007	Pressure Reducing Stations		500,000
600049	Gomez/Magee Pump Station Upgrades and Sumac Radio Tower		500,000
N/A	Department Level Capital Expenses		483,000
600030	Corrosion Prevention Program Development and Implementation		250,000
600019	Water System Monitoring Program		184,375
600058	Electrical Panel Switches		160,000
300008	New District Headquarters		150,000
600081	Heli-Hydrant on Tank		149,728
600026	Camino Del Rey Waterline Reloaction		100,000
600068	Sarah Ann Drive Line 400 A		100,000
300007	Programatic EIR for Existing Easements		75,000
600009	Isolation Valve Installation Program		50,000
600047	Communitty Power Resiliency Generator Grant (Generator at Sumac)		50,000
Total		\$	4,302,103

Wholesale Water Efficiency Capital Project Budgets:

Project #	Project Name	Year 1 Proposed Budget	
			FY 21/22
600034	Rice Canyon Tank Transmission PL to I-15/SR76 Corridor	\$	3,375,000
Total		\$	3,375,000

Water Capital Project Budgets:

Project #	Project Name	Year 2 Proposed Budget FY 22/23
600026	Camino Del Rey Waterline Reloaction	\$ 2,000,000
600040	Vallecitos PS Relocation	1,100,000
600007	Pressure Reducing Stations	750,000
600030	Corrosion Prevention Program Development and Implementation	600,000
600009	Isolation Valve Installation Program	600,000
600049	Gomez/Magee Pump Station Upgrades and Sumac Radio Tower	450,000
300008	New District Headquarters	450,000
600055	Pipe Lining Pilot Project	350,000
600068	Sarah Ann Drive Line 400 A	275,000
600072	Katie Lendre Drive Line	250,000
600019	Water System Monitoring Program	184,375
Total		\$ 7,009,375

Water Capital Project Budgets:

Project #	Project Name	Year 3 Proposed Budget	
			FY 23/24
300008	New District Headquarters	\$	2,000,000
600040	Vallecitos PS Relocation		1,000,000
600030	Corrosion Prevention Program Development and Implementation		600,000
600009	Isolation Valve Installation Program		500,000
600049	Gomez/Magee Pump Station Upgrades and Sumac Radio Tower		400,000
600007	Pressure Reducing Stations		250,000
600002	Gird to Monserate Hill Water Line		140,000
600019	Water System Monitoring Program		25,000
Total		\$	4,915,000

Water Capital Budget Year 4 (proposed)...

Water Capital Project Budgets:

Project #	Project Name	Year 4 Proposed Budget	
			FY 24/25
600002	Gird to Monserate Hill Water Line	\$	1,400,000
600050	Lookout Mountain Electrical Upgrade		1,000,000
600007	Pressure Reducing Stations		750,000
600030	Corrosion Prevention Program Development and Implementation		600,000
600009	Isolation Valve Installation Program		500,000
600080	Los Alisos South 243		500,000
600067	Pala Mesa Fairways 383 A and C		250,000
600071	Del Rio Estates Line Ext 503		250,000
600051	North Feeder and Rainbow Hills Water Line Replacements		150,000
600074	Via Zara - PUP		125,000
600015	Water Condition Assessment		50,000
Total		\$	5,575,000

Water Capital Project Budgets:

		<i>Year 5 Proposed Budget</i>
Project #	Project Name	FY 25/26
600051	North Feeder and Rainbow Hills Water Line Replacements	\$ 1,850,000
600050	Lookout Mountain Electrical Upgrade	1,000,000
600003	San Luis Rey Imported Return Flow Recovery	600,000
600030	Corrosion Prevention Program Development and Implementation	600,000
600009	Isolation Valve Installation Program	500,000
600048	Northside Zone Supply Redundancy	500,000
600069	Wilt Road (1331)	500,000
600072	East Heights Line 147L	500,000
600007	Pressure Reducing Stations	250,000
600073	East Heights Line 147A	250,000
600075	Roy Line Ext	250,000
Total		\$ 6,800,000

Wastewater Capital Project Budgets:

Project #	Project Name	<i>Adjusted</i>	Year 1	Year 2	Year 3	Year 4	Year 5
		<i>Budget</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
		FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
530001	Thoroughbred Lift Station and Sewer Improvements	\$ 467,619	\$ 8,000,000	\$ 7,000,000	\$ 250,000	\$ 250,000	\$ -
530006	Sewer System Rehabilitation Program	-	30,000				
530017	N River Road Land Outfall Rehabilitation (Operations Project)	1,191,363	\$250,000				
530018	Fallbrook Oaks Forcemain and Manhole Replacement	-		\$150,000	\$1,650,000		
530020	Rancho Viejo LS Wet Well Expansion	-	100,000				
530021	Almendra Court, I-15 Crossing Sewer Rehabilitation	-			150,000		
530023	Replace Rancho Monserate LS Emergency Generator	-		125,000			
N/A	Department Level Capital Expenses	310,000	65,000				
N/A	City of Oceanside WW Plant	200,000					
		\$ 2,168,982	\$ 8,445,000	\$ 7,275,000	\$ 2,050,000	\$ 250,000	\$ -

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

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

BACKGROUND

The Board of Directors has not passed a rate increase for the District's revenue requirements in over 2 years. The only rate increases during this time were for San Diego County Water Authority (SDCWA) pass through rate increases, of which the district absorbed for 1 year in the hopes of a smooth detachment. The delay of rate increases has placed the district in a position where reserves are below the minimum board approved levels.

Options have been presented for a 5 year maximum rate increase that will bring reserves above the minimum reserve requirement, progressing towards the target reserve levels by year 5, FY 2026. Each year as part of the budget process, staff and the Budget & Finance Committee will recommend to the board, that year's recommended revenue adjustment and rate increase based on the prior year sales, reserve levels, changes in capital and operating costs, and detachment status.

A full Cost of Service study has been performed and will be made available as part of the Proposition 218 notification process.

DESCRIPTION

This action item is only to set the date and time for the public hearing and authorize staff to release the appropriate public notifications for both the hearing and information on how to protest the rate increase.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility – A water rate increase is required to fund both increasing O&M costs as well as to fund capital replacement reserves.

Strategic Focus Area Six: Communication – The Proposition 218 process allows our ratepayers to provide input on the rate increase through a directly mailed notice.

BOARD OPTIONS/FISCAL IMPACTS

There are no fiscal impacts with the setting of the date and time for the hearing, but the failure to move forward with rate increases will result in major challenges in maintaining our infrastructure in a state of good repair.

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

2. Direct the Staff to set the hearing for a different date.

ENVIRONMENTAL

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

STAFF RECOMMENDATION

Staff recommends setting the date and time for the hearing to be August 24, 2021 at 1:00 PM.



Tracy Largent, CPA
Finance Manager

June 22, 2021

BOARD OF DIRECTORS

June 22, 2021

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

BACKGROUND

The District identifies specific rate classes under District Ordinance No. 19-04 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 172-021-61-00 has requested a variance from Ordinance 19-04. According to her variance application, the owner states that they no longer harvest any fruit for outside sales and would appreciate downsizing to a 1" meter. Over the last 12 months, the highest usage was 174 units in August 2020, and the most current usage was 11 units. **The rolling 12-month average for the property is 58 units per month, well below the required 80 units.**

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. 19-04 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. 19-04:

"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."

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.

BOARD OPTIONS/FISCAL IMPACTS

If the Board approves the variance, the customer will save \$121.44 per month (assuming they stay on SAWR) in monthly service charges to Rainbow MWD unless they exceed the intended capacity of 80 units/month.

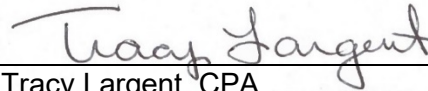
- 1) Approve the variance to Ordinance 19-04 to allow a downsize of this meter from a 1 ½' to a 1".
- 2) Provide other direction to staff.

ENVIRONMENTAL

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

STAFF RECOMMENDATION

Staff recommends Option 1.



Tracy Largent, CPA
Finance Manager

June 22, 2021



ADMINISTRATIVE CODE VARIANCE APPLICATION

PROPERTY OWNER OR PRIMARY ACCOUNT HOLDER INFORMATION		
Owner Name: <i>Katharine E. Kirchner</i>	Telephone No.: <i>760 716-0183</i>	
Address: <i>4327 Hollyhill Road Vista, CA 92084-2417</i>		
Email Address: <i>KathyK268@AOL.COM</i>	Account No.: <i>010477-000</i>	
LOCATION OF PROPOSED ADMINISTRATIVE CODE VARIANCE		
Address: <i>4325 Hollyhill Road Vista, CA 92084</i>	APN:	Acres: <i>4</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>I no longer harvest any fruit for outside sales. It would be appreciated if I could down size to a 1" meter.</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.

Katharine E. Kirchner
Owner Signature

April 29 2021
Date

3707 Old Highway 395 • Fallbrook, CA 92028
Phone: (760) 728-1178 • Fax: (760) 728-2575 • www.rainbowmwd.com



District use only: APP# _____

METER DOWNSIZE REQUEST

Date: April 29 2021 Account No. 010477-000
 Name: Katherine E. Kirchner Phone No.: 760-716-0183
 (Please Print)

Service Address: 4325 Hollyhill Road Vista, CA 92084-2417
 Billing Address: 4327 Hollyhill Road Vista, CA 92084-2717

Complete Downsize Meter Information (one request per meter):

From: Capacity Class:	Ref. Size:	To: Capacity Class:	Ref. Size:	Accessor's Parcel Number:
	<u>D</u>		<u>C</u>	<u>172-021-61-00</u>

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)

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: Katharine E Kirchner Date: April 2021
Please Print

Signature: Katharine E. Kirchner

FINANCE DEPARTMENT ONLY:

Approved: Yes No

Comments: _____

_____ Date

_____ Finance Manager

BOARD OF DIRECTORS

June 22, 2020

SUBJECT

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

BACKGROUND

The activities and operations of Rainbow Municipal Water District (District) regularly require services which cannot be performed by District Staff. Thus, the Board of Directors has awarded "As Needed" contracts for land surveying services, civil engineering services, real estate appraisal services, geotechnical services, construction management and inspection services, and environmental services. District staff have been able to utilize these contracts effectively and efficiently to complete projects in a competitive and expeditious manner. The tasks assigned to each as-needed contract to date can be seen in the As-Needed Contract Expenditures Report included in the Board Packet.

DESCRIPTION

Several as-needed consultants have come close to reaching the limits of their As-Needed contract budgets. KDM Meridian, Inc., Right-Of-Way Engineering, Inc., and Helix Environmental have been selected repeatedly by District staff as a result of their responsiveness to District requests and their competitive proposals. Both existing contracts for as-needed real estate appraisal services have been used extensively and require additional funding. Other consultants on the As-Needed list with existing budget capacity have provided schedules which were not competitive, costs which were higher than the other consultants, or have not been responsive to District requests for proposal requests.

District Staff proposes an increase in the total contract amounts for the consultants which have been selected repeatedly and the as-needed real estate appraisal consultants. A decrease in the total contract amounts is proposed for the consultants which have proposed non-competitive schedules and costs or have not been responsive. The proposed increases will be equal to the proposed decreases resulting in a net change of zero dollars to the total value of all as-needed contracts.

In addition to the re-allocation of funds among the existing as-needed services agreements, District Staff proposes adding one year to the existing as-needed land surveying services contracts. The existing agreements are set to expire on August 29, 2021. District Staff proposes to extend these agreements until August 29, 2022. The expiration dates on all other as needed services agreements will remain unchanged.

A summary of the proposed change orders is presented in the following table.

Contract Information	Existing Total Contract Amount	Current Balance	Proposed Changes To Total Contract Amount	Balance After Proposed Changes
As-Needed Land Surveying Services				
Johnson-Frank & Associates	\$50,000	\$39,183		\$39,183
KDM Meridian, Inc.	\$100,000	\$33,841	\$50,000	\$83,841
Right-of-Way Engineering	\$100,000	\$22,697	\$50,000	\$72,697
As-Needed Civil Engineering Services				
Dudek	\$150,000	\$140,685	(\$100,000)	\$40,685
Omnis Consulting, Inc.	\$300,000	\$127,449		\$127,449
HydroScience Engineering, Inc.	\$150,000	\$122,855	(\$40,000)	\$82,855
As-Needed Real Estate Appraisal Services				
Anderson & Brabant, Inc.	\$20,000	\$9,000	\$20,000	\$29,000
ARENS Group, Inc.	\$20,000	\$7,008	\$20,000	\$27,008
As-Needed Geotechnical Services				
Leighton Consulting, Inc.	\$100,000	\$91,516		\$91,516
Ninyo & Moore G.E.S.	\$100,000	\$91,495		\$91,495
ATLAS (SCST, LLC)	\$100,000	\$82,437		\$82,437
As-Needed CM & Inspection Services				
Harris & Associates	\$150,000	\$35,243	\$20,000	\$55,243
Reilly Construction Management	\$150,000	\$150,000	(\$100,000)	\$50,000
As-Needed Environmental Services				
Helix Environmental	\$100,000	\$39,964	\$110,000	\$149,964
Rincon Consultants	\$100,000	\$96,765	(\$15,000)	\$81,765
Michael Baker International	\$100,000	\$100,000	(\$15,000)	\$85,000
Total			\$0	\$1,150,955

The requested change orders for the consultants listed above would enable the District to continue to cost effectively complete projects in the most time efficient manner possible. Staff will prepare a new RFP process to identify other, more responsive firms to add to the list in the future. Issuing the new RFP will be done later this calendar year and any proposed monetary adjustments will be brought before the Board at the Mid-year budget update.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Four: Fiscal Responsibility. By re-allocating the budget for the as-needed services consultants, the District can continue to receive cost competitive proposals from all consultants with an existing As-Needed professional services contract.

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 existing contract amount for the As-Needed Land Surveying professional services contracts for KDM Meridian, Inc. and Right-Of-Way Engineering, Inc. are \$100,000 each. The proposed change orders add \$50,000 to each contract, increasing the total budgets to \$150,000 each.

The existing contract amount for the As-Needed Civil Engineering Services contract for Dudek is \$150,000. The proposed change order decreases the total contract amount by \$100,000, decreasing the total budget to \$50,000. The existing contract amount for the As-Needed Civil Engineering Services contract for Hydrosience Engineering, Inc. is \$150,000. The proposed change order decreases the total contract amount by \$40,000, decreasing the total budget to \$110,000.

The existing contract amount for the As-Needed Real Estate Appraisal professional services contracts for Anderson & Brabant, Inc. and ARENS Group, Inc. are \$20,000 each. The proposed change orders add \$20,000 to each contract, increasing the total budgets to \$40,000 each.

The existing contract amount for the As-Needed Construction Management and Inspection Services contract for Harris & Associates is \$150,000. The proposed change order increases the total contract amount by \$20,000, increasing the total budget to \$170,000. The existing contract amount for the As-Needed Construction Management and Inspection Services contract for Reilly Construction Management is \$150,000. The proposed change order decreases the total contract amount by \$100,000, decreasing the total budget to \$50,000.

The existing contract amount for the As-Needed Environmental Services contract for Helix Environmental is \$100,000. The proposed change order increases the total contract amount by \$110,000, increasing the total budget to \$210,000. The existing contract amount for the As-Needed Environmental Services contracts for Rincon Consultants and Michael Baker International are \$100,000 each. The proposed change orders decrease the total contract amount by \$15,000 each, decreasing the total budgets to \$85,000 each.

The net change to the total contracts amounts for all as-needed services contracts is zero dollars with the proposed change orders.

1) Option 1:

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

2) Option 2:

- Provide other direction to District staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Chad Williams
Engineering and CIP Program
Manager

06/22/2021

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

CSDA 2020 BOARD OF DIRECTORS ELECTIONS SEAT A

BACKGROUND

In February 2021, RMWD received a call for nominations for CSDA's Board of Directors Seat A. At their February 23rd meeting, the RMWD Board took no action.

DESCRIPTION

CSDA will be utilizing a web-based voting system allowing RMWD to cast its vote easily and securely. Electronic ballots were received and are attached for Board reference.

Each of CSDA's six (6) networks has three seats on the Board and the candidates are either a board member or management-level employee of a member district located in our Network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) person to represent its Network in Seat A.

On May 25, 2021, Jo MacKenzie introduced herself to the RMWD Board of Directors as well as emailed a candidate statement seeking RMWD's support in her re-election. Patrick Sanchez, President of the Vista Irrigation District Board of Directors also emailed a letter in support of Ms. MacKenzie's re-election. Both the candidate statement and letter of support are attached.

RMWD is only allowed to vote for one candidate to represent its Network in Seat A. The deadline for voting through the system is July 16, 2021, at 5:00 p.m.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Six: Communication

ENVIRONMENTAL

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

BOARD OPTIONS/FISCAL IMPACTS

There is no known fiscal impact.

STAFF RECOMMENDATION

Staff supports Board's direction.



Tom Kennedy, General Manager

June 22, 2021



- Home
- How It Works
- Logout **Dawn Washburn**

CSDA Board of Directors Election Ballot - Term 2022-2024; Seat A - Southern Network

Please vote for your choice

Choose **one** of the following candidates:

- Jo MacKenzie*
- Jan Bissell
- Kelly Gregg
- Rickey Manbahal
- Jo-Anne Martin
- Paulina Martinez-Perez
- Rachel Mason
- David E. Raley
- John Skerbelis

*Incumbent

Jo MacKenzie* [\[view details\]](#)

Jan Bissell [\[view details\]](#)

Kelly Gregg [\[view details\]](#)

Rickey Manbahal [\[view details\]](#)

Jo-Anne Martin [\[view details\]](#)

Paulina Martinez-Perez [\[view details\]](#)

Rachel Mason [\[view details\]](#)

David E. Raley [\[view details\]](#)

John Skerbelis [\[view details\]](#)

Continue

Cancel

This is the online voting system of CSDA. Powered by [Simply Voting](#).

Re-Elect Jo MacKenzie CSDA Board of Directors

CSDA - Past President

*** *EXPERIENCED LEADER***

Director Vista Irrigation District - District of Distinction, Platinum Level



It has been an honor and privilege to serve on the CSDA Board of Directors. I have proven experience leading CSDA and special districts. I believe the strong statewide relationships/connections that I have cultivated over my years of serving both on the CSDA and ACWA Boards and the San Diego CSDA Chapter's Executive Committee has given me the perspective of the needs of our very diverse special districts. CSDA provides the educational opportunities for districts to keep up with the latest governance requirements and provides a library of policies and 'how to' information for the membership.

I am committed to build on the present foundation of CSDA's educational programs and legislative and public outreach. It's important that the CSDA Board maintains its transparency and operates in a prudent and ethical manner on behalf of all our member agencies. I have the knowledge, dedication and commitment that will enable me to continue serving your needs and interests.

EXPERIENCE SERVING SPECIAL DISTRICTS

- ❖ **CSDA** - Past President, increased the membership and the advocacy team; updated Policy Manual and By-laws.
- ❖ **Treasurer**, wrote the 'Treasurer Duties' and revised the Reimbursement policy.
Present Committee assignments: Legislative (Past Chair), Membership (Chair) and Finance Corporation Committee (Chair). Previous committee assignments: Fiscal Committee (Chair); Elections & By-laws (Chair).
- ❖ **CSDA Finance Corporation**, President
- ❖ **CSDA Special District Leadership Foundation**, Treasurer

- ❖ **San Diego LAFCO** - Immediate Past Chair; served as a Special District Alternate and served 15 years on the Special District Advisory Committee (Chair).

- ❖ **CALAFCO** - Elected Board member. Serve on the Legislative, Awards, and Elections Committees.

- ❖ **Association of California Water Agencies** - Membership Committee (Past Vice-Chair); Local Government Committee (Past Chair), Past Director on the ACWA Board.

- ❖ **Vista Irrigation District** - Served as President for eight terms. During one of my terms as President, the board committed to qualifying for the District of Distinction, Gold Level. The District has now attained the Platinum Level---one of 12 in the State.

I respectfully ask for your vote! The ballots will be emailed this Friday, May 28. Look in your Inbox as soon as possible and if an email from CSDA is not there, call CSDA and request another ballot.

Ballots are DUE July 16, 2021.

I look forward to continue serving you!

Page 22 Thank You!



1391 Engineer Street • Vista • California 92081-8840
Phone: (760) 597-3100 • Fax: (760) 598-8757
www.vidwater.org

Board of Directors

Patrick H. Sanchez, *President*
Paul E. Dorey
Jo MacKenzie
Marty Miller
Richard L. Vásquez

Administrative Staff

Brett L. Hodgkiss
General Manager
Lisa R. Soto
Board Secretary
David B. Cosgrove
General Counsel

May 18, 2021

Re: Jo MacKenzie for CSDA Board of Directors, Southern Network, Seat A

Dear Board President:

On February 17, 2021, the Vista Irrigation District (VID) Board nominated Jo MacKenzie to the California Special Districts Association (CSDA) Board of Directors for the Southern Network, Seat A. As President of the Board, I'm requesting that your Board cast its vote for Jo MacKenzie, CSDA Board of Directors. The electronic balloting starts on May 28.

Jo's enthusiasm, commitment, and comprehensive knowledge of special districts have brought a high level of experience to the CSDA Board of Directors. Jo believes it is important that CSDA continue to be the voice of all special districts and build on the present foundation of legislative advocacy, educational programs, and public outreach.

Currently serving on the CSDA Board as a Past President (President, 2011), Jo serves on the CSDA Legislative Committee; she served as the Committee Chair from 2006-2010 and in 2012 and was named Legislative Advocate of the Year in 2010. Jo currently serves as President of the CSDA Finance Corporation, and Treasurer of the Special District Leadership Foundation. She also serves on the CSDA Membership Committee and is very active with the San Diego Chapter of CSDA, serving as its President 1998-2000.

Jo was elected to the VID Board of Directors in 1992 and has since served as President eight times. She is currently a Commissioner on the San Diego Local Agencies Formation Commission (LAFCO) and served as Chair in 2019-2020; Jo has continuously served in various capacities on LAFCO since 1994. She also serves on the California Association LAFCO Board of Directors and is on its Legislative Committee. Jo is a past Board Director for the Association of California Water Agencies and currently serves on its Membership Committee.

Jo is active in her local community, having served on the City of San Marcos Planning Commission, Traffic/Safety Commission, Budget Review Committee and Affordable Housing Task Force. She has also been active in the San Marcos Chamber of Commerce for 30 years, serving as a Board Member and a Life Member Ambassador.

Jo is extremely active and engaged in all aspects of California special districts and her wealth of experience makes her the obvious choice for the Southern Network, Seat A. I urge your Board to vote for Jo MacKenzie to continue her service as Seat A Director for the Southern Network. Thank you for your support!

Very truly yours,

A handwritten signature in black ink that reads "Patrick H. Sanchez".

Patrick H. Sanchez
President, Board of Directors



SEMINAR / CONFERENCE / WORKSHOP TRAINING ATTENDANCE REQUEST

Board Member	Pam Moss
Name of Conference	Special District Leadership Academy
Date(s) / Time(s)	September 26-29, 2021
Location	Lake Tahoe, CA
Employee Contact Phone Number at Conference	Phone No. (714) 296-9300
Vehicle	Mileage Reimbursement? <input type="checkbox"/> Yes <input type="checkbox"/> No
Registration	\$600.00
Hotel Accommodations	\$692.00 (w/o Tax)
Compensation for How Many Days	\$600.00 (4 days)
Other Costs (List Details)	Transportation, Meals, Flight (\$350)
Total Cost	Approximately \$1,800.00
Budgeted in GL Acct No.	03-20-75300

<i>Brief Summary of Content –</i>	academy curriculum for this CE provides board members the knowledge and basics to understand the essential governing responsibilities for special district board members as a newly elected director it will assist in providing necessary knowledge
<i>Benefit to RMWD – Employee Will Learn –</i>	provides insight into the common oportunites and challenges we face in the coming years for water reliability and learning how i may contribute in a positive manner

Attach Seminar, Conference or Workshop Description

Pam Moss
Board Member Signature

06/10/2021
Date

GM Approval
(After approval: Original to Manager. Copy to Supervisor and Employee)

Date

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

STATEMENT OF AUDITING STANDARDS (SAS) 114 PLANNING LETTER

DESCRIPTION

Annually, the District contracts for the preparation of an independent audit and compilation of the year-end financial statements with a Certified Public Accountant (CPA) firm. In April 2020 the board awarded a new audit contract to Lance, Soll, Lunghart, LLP (LSL) for auditing services. The attached letter describes planning stages of the audit for the year ended June 30, 2021.

The audit for year ended June 30, 2020 is scheduled to begin June 1, 2021 with a report issues by approximately November 12, 2021.

ATTACHMENTS

- SAS 114 Letter


Tracy Largent, CPA
Finance Manager

June 22, 2021



April 22, 2021

To the Board of Directors
Rainbow Municipal Water District
Fallbrook, California

Attn: Tracy Largent, Finance Manager
tlargent@rainbowmwd.com

We are engaged to audit the financial statements of Rainbow Municipal Water District (the District) for the year ended June 30, 2021. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

**Our Responsibilities under U.S. Generally Accepted Auditing Standards,
and Government Auditing Standards**

As stated in our engagement letter dated April 27, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting.

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

We gave significant consideration to nonaudit services which we provide to the City, namely, the preparation of the basic financial statements and related notes, using information prepared by and provided to us by management of the City, which may reasonably be thought to bear on independence, in reaching the conclusion that independence has not been impaired.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, the required pension supplementary schedules, and the required other post-employment benefits (OPEB) supplementary schedules which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

The expectation is we will be provided the final version of all documents comprising the annual report, including other information, prior to the date of the auditor’s report so that required audit procedures can be completed prior to the issuance of the auditor’s report. If obtaining the final version of these documents is not possible prior to the date of the auditor’s report, that the documents will be provided as soon as practicable, and that the entity will not issue the annual report prior to providing them to the auditor. The potential implications of providing the documents after the date of the auditor’s report, including any actions that may be necessary in the event the auditor concludes that there is a material misstatement.

We have not been engaged to report on the information contained in the introductory and statistical sections of the Comprehensive Annual Financial Report which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor’s report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited, and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

As part of our audit planning, we identify significant risks of material misstatement. We have not concluded our risk assessment for the year ended June 30, 2021, as of the date of this communication. As such, we have disclosed the following identified significant risks of material misstatement from the prior year’s audit that we believe to continue to be relevant into the current audit period. These risks are subject to modification at the conclusion of our risk assessment.

- Improper revenue recognition due to fraud and management override of internal controls are always considered to be significant risks of material misstatement.
- Significant liabilities of the District, specific the pension and other post-employment benefits liabilities are subject to a high degree of estimation based on information provided to actuaries and facts and assumptions used by the actuaries.

We expect to begin our audit on June 1, 2021 and issue our report on approximately November 12, 2021. Bryan Gruber is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of Rainbow Municipal Water District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Lance, Solt & Loughard, LLP

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2021	MEETING	LOCATION	ATTENDEES	POST
July	08	SDCWA Special Board Meeting	SDCWA	GM	N/A
July	*	CSDA – San Diego Chapter	The Butcher Shop – 6:00 p.m. 5255 Kearny Villa Road San Diego, CA 92123	Mack	N/A
July	*	LAFCO Special Meeting	County Admin Center, Room 302 – 9:30am	(As Advised by GM)	N/A
July	*	Santa Margarita River Watershed Watermaster Steering Committee	Rancho California Water District	Hamilton	N/A

* To Be Announced

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING					
DATE	2021	MEETING	LOCATION	ATTENDEES	POST
July	*	San Luis Rey Watershed Council	Pala Administration Building 1:00 p.m.	Appointed Director	N/A
July	7	Engineering & Operations Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	6/30
July	1	Communications & Customer Service Committee Mtg.	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	6/30
July	13	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	6/30
July	*	Council of Water Utilities	The Butcher Shop – 8:00 a.m. 5255 Kearny Villa Road San Diego, CA 92123	All Directors, General Manager	N/A
July	13	SDCWA GM's Meeting	SDCWA, San Diego 9:00 a.m.	General Manager	N/A
July	16	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A
July	27	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	7/20
July	22	North County Work Group (NCWG)	Rincon Del Diablo, Escondido 7:30 a.m.	General Manager	N/A
July	23	SDCWA Full Board Meeting	SDCWA Board Room, 3-5 p.m.	General Manager	N/A

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

- **CHANGES – ADDITIONS - DELETIONS:**

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

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

Operations Report for May 2021

DESCRIPTION

Activities for Operations & Maintenance Division

CONSTRUCTION & MAINTENANCE DEPARTMENT:

	Repairs	Installations	Leaks
Mainline	3		3
Service	1	4	1
Hydrants	1		1
Valves		2	
Meters			
Blow-Offs	1		
Air Vacs			
Annual Totals	26	56 (2120')	17

- Assisted with Water Service Upgrade Project (WSUP).
- Started Pala Lake North Pressure Reducing Station (50% complete)
- Finished laying 2000' of 8" C900 at Rainbow Heights/Cal Fire (95% complete).
- Finished laying 120' of 12" CMLC and tied in at Pala Mesa Creek (100% complete).
- Tested Hydrant-Guard break away check.
- Two new hires started (Daniel and Raheem).

WATER OPERATIONS AND VALVE MAINTENANCE DEPARTMENT:

Water Operations:

- Rainbow Hills Reservoir inflated and cleaned. Disinfected and Bac-T samples collected to bring Res back online.
- Rebuilt motor for Rainbow Heights pump station pump #6
- Performed (2) fire flow tests. **Total for year (3)**

- Collected all tank/reservoirs nitrification samples.
- Performed routine maintenance/rebuilding on (6) pressure station CLA VAL's.
- Performed maintenance/rebuild on Rainbow Hills pump station pump C control valve.

Valve Maintenance:

Monthly Totals	Valves (Distribution)	Appurtenance Valves	Annual Totals
Exercised	57	70	535
Inoperable	1	3	33
Repaired	0	0	0
Replaced	0	0	3
Installed	0	0	0

Valve Maintenance completed and/or oversaw the following:

- 196 utility locates completed- **Annual Total (795).**
- Assisted with (5) shutdowns- **Annual Total (35).**
- Raised (0) fire hydrants (installed breakaway spools).
- Replaced (3) air/vacs (0) wharf heads (0) Fire hydrants (0) gate valve.
- Painted 140 appurtenances- **Annual Total (401).**

METERS DEPARTMENT:

Current Projects:

- Water Service Upgrade Project
- Concord is in route **51,52** and will continue in **7, 25 and 29.**
- **4,807** (55%) meters have been replaced by Concord.

Backflows:

- **390** tested last month and **2,793** backflow inspections completed this year.

Customer Service Requests:

- **190** total resolved Service Requests for the month of May.
- **463** total resolved Check Bills for the month of May.

- **4,515** Year to date total Service Requests/ check bills.

WASTEWATER:

Monthly, Semi Annual and Annual Reports: California Integrated Water Quality System (CIWQS): Confirmation # 2599783 Reported "No Spill Report" for Month: May 2021.

Air Pollution Control District – Emission inventory data request #EIF ID# 200305004.

Customer Service:

May 4,2021 - Address 2165 Puerto Del Mundo need to locate remote sewer lateral. Met up with realtor and walked area of location marked out.

May 5,2021 - Address 31494 Lake Vista Circle Bonsall sewer odor smell. Customer stated sewer odor smell coming from living room. Met with customer and walked over to sewer clean out cap is connected. Flushed out sewer line.

Lift Stations:

E.A.M# 191157 / May 19,2021 - Wet well ultrasonic sensor hardware failure / replacement. Confined space entry removed old hardware and cleaned wet well walls and vactored out debris.

EAM # 185541 / May 24,2021 - Standby generator backfire failure. Global power technicians found mag power pickups failed. Labor and parts under warranty Global Power will replace and provide services to Rancho Viejo generator.

Collection System:

EAM W/O # 191139 / 5-18-2021 - M3 # 66 prepped and installed manhole spill guard (reliner). Previous manhole rehabilitation called out for system in reducing odors.

May 19,2021 - Manhole *safety concern on Little Gopher*. WW Crew responded and removed damaged manhole frame. Replaced damaged manhole frame.

PROJECTS:

North River Road Phase III manhole and frame and cover repairs.
Golf Club Drive – wet well rehab. / Sewer bypass.

Mutual Aid: Month of May 2021

Global Power – Generator services
Fallbrook Public Utility District – Interview panel



Robert Gutierrez
Operations Manager

6/22/2021

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

Engineering Report for May 2021

DESCRIPTION

CAPITAL PROJECTS:

Dentro De Lomas Road Repair (Kirk Paving): The preconstruction meeting was held on May 7, 2021, with District staff, County staff and the contractor. The contractor is scheduled to begin paving on June 8-11, 2021.

Hutton and Turner Pump Stations (Hoch Consulting): The Consultant is working on the preliminary design for both sites. A survey was completed of the Hutton site and a legal description and plat map are being developed in preparation for the easement acquisition. Additionally, an appraisal of the Hutton site was completed in May 2021; however, it is being revised by the appraiser and scheduled to be completed in June 2021. A geotechnical investigation was completed at the Turner site on May 13, 2021, to determine the presence of rock. Preliminary reports indicate a suitable site therefore, the survey, legal description and appraisal are moving forward. The appraisal is expected to be completed by late June 2021.

Quiet Title: District staff is working with Legal Counsel on this project. The attorneys have served all known decedents of the original property owners. The District issued an order for service by publication and there were, no responses. The District provided a default judgment to the court. The District received confirmation that the papers had been sent to the Judge on May 28, 2021. In early June the Court entered our Default Judgement without a hearing or any further action. Counsel secured a certified copy of the Judgement which is necessary for recordation and has recorded it with the County. KDM Meridian is scheduled to finalize the Record of Survey with the County which is the final step in this process.

Morro Reservoir Disinfection System Upgrade (Stevie-D-Services): The consultant's report is complete. District staff are completing site modifications to incorporate modified Ammonia and Chlorine injection equipment and the consultant is working on the SCADA programming to use the modified Ammonia and Chlorine injection. The work is ongoing and start-up of the system is scheduled for July 9, 2021.

Morro Reservoir Mixing System (CPC Systems): All nine (9) mixers are installed in the reservoir. Of the nine (9) mixers, three (3) are online and functioning. Additional electrical upgrades and the first electrical panel have been installed. The remaining two (2) electrical panels are scheduled to be installed and the system operational by mid-June 2021.

North River Road Sewer Pipe Lining (Southwest Corporation): All punch list work is complete. The Notice of Completion is scheduled to go to the Board at the July 2021 meeting. The warranty will be extended to two (2) years from the NOC.

North River Road Sewer Manhole Rehabilitation (Sancon): This project includes the removal and replacement of concrete manhole rings, cast-iron manhole frames and covers, and concrete collars for sewer manholes, ranging in depth from 7-feet to 24-feet below ground surface (bgs) on the 15-inch diameter VCP sanitary sewer pipeline along North River Road between Mission Road (upstream) and Stallion Drive (downstream).

The Board of Directors approved the contract award to Sancon Technologies at the meeting on April 27, 2021. Additionally, the CEQA Notice of Exemption was filed with the County of San Diego. The preconstruction meeting was held on May 26, 2021 and Notice To Proceed was also issued on May 26, 2021. District staff is coordinating with the contractor to process a change order to delete the manhole frame and covers procurement from the project and extend the completion date to October 31, 2021 due to COVID related material delivery delays.

Pipeline Upgrade Project (PUP) No. 1 (Omnis Consulting): This project has been divided into multiple bid packages. The Bid documents for the Gird Road Water Pipeline Improvements, Eagles Perch Water Pipeline Improvements, and Via Vera Water Pipeline Improvements have been completed and are ready for bid. These projects have been placed on the CIP schedule to be bid out accordingly. Since the PUP projects are now individual projects, this report will be updated to reflect these projects individually as they are scheduled to go out to bid or begin construction.

Pipeline Upgrade Project (PUP) No. 2 (Harris & Assoc.): Consultant is working on the 90% design and CEQA documentation for the remaining pipe segments. Since the PUP projects are now individual projects, this report will be updated to reflect these projects individually as they are scheduled to go out to bid or begin construction.

Pressure Reducing Station Projects: Installation of two pressure reducing stations at the Pala Mesa Resort commenced during the month of May 2021.

Programmatic Environmental Impact Report (Helix Env.): The CIP list of projects to be analyzed was completed in May 2021. The Notice of Preparation was completed, advertised in the Daily Journal and mailed to stakeholders. A public presentation known as a scoping meeting is scheduled for June 16, 2021 at 12:00 p.m. via zoom.

Rainbow Heights Pump Station Replacement (Orion Construction Corp): The contractor has started construction and is expected to begin testing in late August, early September 2021. Contractor was delayed due to unexpected SDG&E requirements, however, these have been resolved and the SDG&E shutdown is scheduled for late June 2021.

Rainbow Heights Road Pipe Installation - Cal-Campfire: District crews installed approximately 2,000 linear feet of 8-inch PVC water line and four (4) fire hydrants towards the end of Rainbow Heights Road to extend the District's existing water line closer to Cal-Campfire. The majority of punch list items were completed in May 2021; however, road repair work is scheduled to be completed in June 2021.

Rainbow Valley Blvd. Cathodic Protection (Corrpro, Co., Inc): The project is for design services for cathodic protection of the water line starting at Rainbow Heights Pump Station to Rainbow Hills Pump Station along 8th Street, Rainbow Valley Road, and Frontage Road. Final design plans are scheduled to be completed in June 2021 including the bid package.

Rice Canyon Tank 18-Inch Transmission Line (Dexter Wilson Eng.): Final design is under review by District staff. The District has entered a Participation Agreement with Tri Pointe Homes which outlines the responsibilities of both the Developer and the District for construction of the water main and reimbursement. This project is scheduled to go out for public bidding in June 2021.

Thoroughbred and Schoolhouse Lift Stations (Kennedy Jenks Assoc.): Consultant is moving forward with design of the following: 1. Thoroughbred Lift Station, 2. Force Main from Thoroughbred Lift Station to Old River Road, 3. Olive Hill Road Gravity Main Improvements (appurtenant to Lift Station), and 4. Upsize of existing Sewer Line along Highway 76. The 90% project design was completed in April 2021 and released for District's staff review. District staff returned comments to the consultant in May 2021 and is awaiting the final design plans. Completion of the easement survey legal description and plat map is scheduled for early

June 2021. The project design is scheduled to be completed by the end of this fiscal year.

Urban Water Management Plan (Brown & Caldwell): The District is required to update its 2015 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) to meet California Water Code every 5-years. The District hired Brown and Caldwell to help prepare both plans. The WSCP and UWMP were both approved after holding a public hearing at the May 2021 Board Meeting. Both documents will be submitted to Department of Water Resources no later than July 1, 2021.

Wilt Road Pipeline Project (Omnis): The District requested design services for the installation of a 14-inch new water line. This water line consists of approximately 6,000 linear feet of 14-inch PVC in Wilt Road beginning at the intersection of Wilt Road and Canonita Drive along Wilt Road and Peony Drive to the intersection of Peony Drive and Citrus Drive. Design work is scheduled to commence in June 2021.

MAJOR DEVELOPER PROJECTS:

Bonsall Oaks (formally Polo Club): 165 SFR / 59.9 EDUs – A second amendment to and assignment and assumption of joint agreement to improve major subdivision Tract No. 4736-1 was made and entered on December 3, 2019 between the Developer, County of San Diego and RMWD. District staff is completing several plan reviews for the Developer.

Fairview-Lilac Del Cielo (Bonsall LLC): 73 Units / 77.8 Sewer EDUs – The developer paid 50% of the sewer connection fees and the agreement is effective for five years from the date of execution (12/31/24). The contractor is on site constructing water and sewer infrastructure. The SCIP was executed on May 12, 2021, which allows the developer to be reimbursed from bond proceeds for water and sewer capacity fees. The Developer has purchased 37 meters to date. The contractor has tested water and sewer for half of the project. All work thus far has been inspected and signed off by the District's Senior Inspector.

Golf Green Estates (Development Solutions): 94 SFR / 120.3 Sewer EDUs – This project is located across from Bonsall Elementary School on Old River Road. Staff prepared a punch list and the Contractor is working to complete items on the punch list. All water meters have been purchased - 97. Staff is working with the Developer on final inspections and project closeout logistics.

Horse Creek Ridge (D.R. Horton): 627 SFR/MF, 430 Water Meters (Reduced by 124 Water Meters) / 723.9 Sewer EDUs – On Highway 76 and Horse Ranch Creek Road. Currently inspecting meter installs, meter releases and sewer connections. All water meters have been purchased - 430. Staff is working with the Developer on final inspections and project closeout. Staff continues to review various CFD reimbursement packages submitted by the developer.

Horse Creek Ridge Unit 6R5 Promontory (Richmond American Homes): 116 Units, 124 Water Meters (includes irrigation plus 3 SF meters purchased by DRH) / 169.5 Sewer EDUs - On Highway 76 and Horse Ranch Creek Road. D.R. Horton, master developer of HCR sold Unit 6-R5, 124 lots, Promontory Subdivision to Richmond American Homes. Currently the sewer EDUs are covered under an agreement with D.R. Horton. Staff inspecting meter installs, meter releases and sewer connections. All water meters have been purchased - 116.

Malabar Ranch (Davidson Communities): 31 SFR / 29 EDUs - On Via Monserate / La Canada. There are 17 out of 31 homes built. Developer needs to complete the waterline relocation and punch list items.

Citro (Tri Pointe) (formally Meadowood by Pardee Homes): Approximately 850 Units / 501 SFR - On Pala Road/Horse Ranch Creek Road. The developer is grading the project now. The Board has entered into an Out of Agency Service Agreement with the Developer. The LAFCO Commission voted unanimously to approve the annexation of the Development on May 3, 2021. District staff has completed plan reviews for improvements in Horse Ranch Creek Road, Planning Area 1, Planning Area 3, Planning Area 4, Planning Area 5A, Planning Area 5B, and the Final Map. Plan Reviews continue for Planning Area 5C. The contractor

is onsite constructing water and sewer infrastructure. Two (2) total meters purchased to date by the Developer.

Ocean Breeze Ranch: The District completed the review of the revised water and sewer system analysis reports, conditions of approval, and improvement plans in December 2020. District staff also reviewed an exhibit showing a Utility Conflict and provided comments in January 2021. Developer to address comments before water and sewer improvement plans will be approved.

Pala Mesa Highlands (Beazer Homes): 124 SFR / 160.2 Sewer EDUs – On Old Highway 395. One of the required Pressure Reducing Stations has not yet been installed. Currently inspecting meter installs, meter releases and sewer connections. All the water meters have been purchased for this Development, a total of 129.

MINOR DEVELOPER PROJECTS:

Cal-A-Vie (Spa Havens) Water Main Extension on Spa Havens Way: District staff has completed three plan checks and received the necessary easement documents. Plans are ready for final approval.

Doud Waterline Extension: District staff has completed one plan check.

McGowan Waterline Extension: District staff has completed two plan checks.

Monserate Winery: District staff approved final plans. Developer has begun construction.

VNUIT Sewer Main Extension on Highway 76: Developer has completed construction. Staff is working on closing out the project.

Walker Farm Road: District staff is completing plan checks.

Whitman Waterline Extension: District staff is completing plan checks.

OTHER:

ITEMS	NO#	ITEMS	NO#
Water Availability Letters	0	Water Meters Purchased	24
Sewer Availability Letters	0	Sewer EDUs Purchased	0
Water Commitment Letters	0	Jobs Closed: Wiestling Water Main Extension	
Sewer Commitment Letters	0		



Chad Williams 6/22/21
Engineering & CIP Program Manager

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MAY 2021**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
Title: As-Needed Land Surveying Services	NON-CIP	2019-01	Closed	5/14/2019	Topography - Dentro De Lomas Road repair.		\$ 5,115.40	\$ 5,115.40	
Firm: Johnson-Frank & Assoc.	NON-CIP	2019-02	Closed	8/6/2019	Easement review - McDowell / Mead.		\$ 4,100.00	\$ 1,404.25	
Expires: 8/29/2021 (C#18-16)	NON-CIP	2020-03	Closed	9/19/2020	Survey & Reset Monument on Los Alisos Lane.		\$ 6,079.00	\$ 4,297.76	
	NON-CIP	2021-04	Open	5/3/2021	Prepare Plat Map - Thoroughbred Lift Station		\$ 11,592.00		
						\$ 50,000.00	\$ 26,886.40	\$ 10,817.41	\$ 39,182.59
Title: As-Needed Land Surveying Services	NON-CIP	2018-01	Closed	9/11/2018	Stake easement on Morro Hills due to 20" watermain failure.		\$ 7,280.00	\$ 7,278.75	
Firm: KDM Meridian, Inc.	CIP	2019-02	Closed	1/9/2019	RMWD "Base Map" to perform in-house design of proposed water facilities on Via Ararat.		\$ 5,800.00	\$ 5,800.00	
Expires: 8/29/2021 (C#18-14)	CIP	2019-03	Cancelled	---	Assignment Cancelled - 4 PTR Plottable Easements.		\$ -	\$ -	
	CIP	2019-04	Closed	4/24/2019	Stake easement on Gird Road for construction project.		\$ 5,400.00	\$ 5,400.00	
	CIP	2019-05	Closed	6/18/2019	Legal and Plat for Campbell - Via Ararat.		\$ 1,195.00	\$ 1,195.00	
	NON-CIP	2019-06	Closed	10/24/2019	Stake easement on Via Oeste Drive and Laketree Drive.		\$ 10,900.00	\$ 7,725.00	
	CIP	2019-07	Closed	11/8/2019	Easements for new PS on W. Lilac/Via Ararat.		\$ 4,100.00	\$ 1,100.00	
	NON-CIP	2020-08	Closed	4/6/2020	Linda Vista Drive - Mainline Break.		\$ 5,563.00	\$ 5,562.50	
	CIP	2020-09	Closed	4/6/2020	Gird Road - Winery easement anlysis and exhibit.		\$ 7,680.00	\$ 6,900.00	
	CIP	2020-10	Closed	9/1/2020	Additional Gird Road - Winery easement analysis and new exhibit.		\$ 5,320.00	\$ 5,320.00	
	CIP	2020-11	Closed	11/6/2020	Easement for Hialeah PRS - Via De La Reina.		\$ 3,990.00	\$ 2,545.00	
	NON-CIP	2020-12	Closed	12/3/2020	Stake easement - Winterhaven Court		\$ 4,490.00	\$ 3,527.50	
	NON-CIP	2020-13	Closed	12/16/2020	Legal and Plat for Gird Road - Winery		\$ 5,460.00	\$ 5,460.00	
	CIP	2021-14	Closed	1/29/2021	Survey & staking of easements - Rancho Amigos		\$ 8,345.00	\$ 8,345.00	
					Change Order 01 for \$50K	\$ 100,000.00	\$ 75,523.00	\$ 66,158.75	\$ 33,841.25
Title: As-Needed Land Surveying Services	NON-CIP	2019-00A	Closed	5/15/2019	Title Reports, Legals & Plats - Los Sicomoros.		\$ 7,705.00	\$ 7,705.00	
Firm: Right-of-Way Eng.	NON-CIP	2019-00B	Closed	6/18/2019	Adams Property Easement - Ranger Road.		\$ 1,885.00	\$ 1,885.00	
Expires: 8/29/2021 (C#18-15)	CIP	2019-00C	Closed	6/30/2019	Pardee Easement - North River.		\$ 2,875.00	\$ 2,875.00	
	NON-CIP	2019-01	Closed	6/19/2019	Easement Survey - Grove View Road.		\$ 4,220.00	\$ 3,285.00	
	CIP	2019-02	Closed	10/3/2019	Easement Survey - Pala Mesa/Tecalote/Fire Rd/Pala Lake.		\$ 15,640.00	\$ 15,451.30	
	CIP	2019-03	Closed	11/6/2019	Easement Survey - Moosa Creek Pump Station. Restake and reconfigure easement authorized additional \$525.		\$ 5,675.20	\$ 5,675.20	
	CIP	2020-04	Closed	2/19/2020	Lemonwood Easement Location.		\$ 5,370.00	\$ 4,390.00	
	CIP	2020-05	Closed	6/9/2020	Easement Survey - Hutton Pump Station.		\$ 5,687.50	\$ 4,577.50	
	CIP	2020-06	Closed	7/30/2020	Easement Survey - Rainbow Heights Rd - Calfire Camp Site .		\$ 5,756.00	\$ 4,177.60	
	CIP	2020-07	Closed	8/26/2020	Easement Survey - RHR - Calfire Camp Site Additional Services.		\$ 2,276.00	\$ -	
	CIP	2020-08	Closed	10/19/2020	Easement Survey - OHE Rancho Del Caballo.		\$ 1,620.00	\$ 1,445.00	
	CIP	2020-09	Closed	11/3/2020	Easement Survey - Rainbow Heights Rd. Westside - Calfire Camp Site.		\$ 11,521.00	\$ 8,449.20	
	CIP	2021-10	Open	1/11/2021	Topographic Survey - Rainbow Heights Road		\$ 8,820.00	\$ 8,525.00	
	CIP	2021-11	Open	1/19/2021	Easement Survey - Skycrest Drive		\$ 7,710.00	\$ 4,162.60	
	CIP	2021-12	Open	2/4/2021	Easement Survey, Legal Desc./Plat Map - Camino Del Cielo		\$ 5,490.00	\$ 1,585.00	
	CIP	2021-13	Closed	2/23/2021	Easement Survey/County ROW Marking, Topo Map - Camino Del Cielo		\$ 2,320.00	\$ 2,320.00	
	CIP	2021-14	Open	2/23/2021	Easement Survey - Skycrest Drive		\$ 4,720.00	\$ 795.00	
					Change Order 01 for \$50K	\$ 100,000.00	\$ 99,290.70	\$ 77,303.40	\$ 22,696.60

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MAY 2021**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
Title: As-Needed Civil Engineering Services	Both	2019-01	Closed	12/18/2019	PRS and other Schematic Design/Drafting Services.		\$ 10,000.00	\$ 7,527.50	
Firm: Dudek	CIP	2020-02	Closed	8/5/2020	Design of Hutton Pump Station Site - Assignment Cancelled.		\$ 1,787.50	\$ 1,787.50	
Expires: 6/25/2022 (C# 19-16)									
						\$ 150,000.00	\$ 11,787.50	\$ 9,315.00	\$ 140,685.00
Title: As-Needed Civil Engineering Services	NON-CIP	2019-01	Closed	7/16/2019	PS&E Pavement Repair - Dentre De Lomas.		\$ 8,890.00	\$ 8,890.00	
Firm: Omnis Consulting, Inc.	CIP	2019-02	Closed	8/1/2019	Olive Hill Estates Transmission Water Main.		\$ 73,700.00	\$ 73,700.00	
Expires: 7/01/2022 (C#19-17)	CIP	2019-03	Closed	10/14/2019	Vista Valley Retaining Wall Design.		\$ 23,495.00	\$ 23,040.67	
	CIP	2019-04	Closed	12/3/2019	Sarah Ann to Gird Road Force Main Replacement.		\$ 22,790.00	\$ 22,790.00	
	CIP	2020-05	Closed	3/24/2020	Gird Road Water Main Upsize.		\$ 21,120.00	\$ 21,120.00	
	CIP	2020-06	Open	8/5/2020	Caltrans Encroachment Permit Renewal.		\$ 6,410.00	\$ 3,090.00	
	NON-CIP	2020-07	Open	10/14/2020	Standard Drawing - CAD Updates.		\$ 4,400.00	\$ -	
	NON-CIP	2020-08	Closed	10/29/2020	PEIR Pipe Alignment Analysis.		\$ 19,920.00	\$ 19,920.00	
	CIP	2021-09	Open	4/19/2021	Sarah Ann Waterline Replacement.		\$ 6,800.00		
	CIP	2021-10	Open	4/19/2021	Rainbow Water Quality Improvement Relocation Design.		\$ 13,900.00		
					Change Order 01 for \$150K	\$ 300,000.00	\$ 201,425.00	\$ 172,550.67	\$ 127,449.33
Title: As-Needed Civil Engineering Services	CIP	2019-01	Open	12/18/2019	Live Oak Park Road Bridge Crossing.		\$ 42,020.00	\$ 27,145.00	
Firm: HydroScience Eng., Inc.									
Expires: 6/25/2022 (C#19-18)									
						\$ 150,000.00	\$ 42,020.00	\$ 27,145.00	\$ 122,855.00
Title: As-Needed Real Estate Appraisal Services	CIP	2019-01	Closed	9/19/2019	North River Rd Easement Appraisal.		\$ 3,500.00	\$ 3,500.00	
Firm: Anderson & Brabant, Inc.	CIP	2020-02	Closed	2/19/2020	PRS Fire Road Appraisal.		\$ 7,500.00	\$ 7,500.00	
Expires: 6/25/2022 (C# 19-19)	CIP	2021-03	Open	4/28/2021	Hutton Pump Station Site Appraisal.		\$ 4,000.00		
						\$ 20,000.00	\$ 15,000.00	\$ 11,000.00	\$ 9,000.00
Title: As-Needed Real Estate Appraisal Services	NON-CIP	2019-01	Closed	7/15/2019	Bonsall Reservoir Appraisal (to include rent value).		\$ 3,050.00	\$ 3,050.00	
Firm: ARENS Group, Inc.	CIP	2020-02	Closed	1/7/2020	Moosa Creek Pump Station Easement Appraisal.		\$ 5,350.00	\$ 6,542.50	
Expires: 6/11/22 (C# 19-20)	CIP	2020-03	Closed	1/7/2020	Hutton Pump Station Easement Appraisal.		\$ 3,400.00	\$ 3,400.00	
						\$ 20,000.00	\$ 11,800.00	\$ 12,992.50	\$ 7,007.50
Title: As-Needed Geotechnical Services	CIP	2020-01	Closed	6/25/2020	Rainbow Heights Pump Station geotechnical exploration.		\$ 8,630.00	\$ 8,484.20	
Firm: Leighton Consulting, Inc.	CIP	2021-02	Open	4/15/2021	Turner Pump Station geotechnical exploration.		\$ 14,300.00	\$ -	
Expires: 11/13/2022 (C# 19-39)							\$ -	\$ -	
						\$ 100,000.00	\$ 22,930.00	\$ 8,484.20	\$ 91,515.80
Title: As-Needed Geotechnical Services	NON-CIP	2020-01	Closed	3/26/2020	Dentre De Lomas geotech observation and material testing. Project #2		\$ 6,518.00	\$ 1,369.00	
Firm: Ninyo & Moore G.E.S.		2020-02	Closed	8/6/2020	Vista Valley Villas PRS geotech observation and material testing.		\$ 10,235.00	\$ 7,136.00	
Expires: 11/1/2022 (C# 19-40)		2021-03	Open	5/6/2021	Dentre De Lomas geotech observation and material testing. Project #1		\$ 6,097.00		
						\$ 100,000.00	\$ 22,850.00	\$ 8,505.00	\$ 91,495.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
MAY 2021**

CONTRACT INFO	FUND SOURCE	ASSIGN. NO.	STATUS	DATED	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
Title: As-Needed Geotechnical Services	CIP	2020-01	Closed	7/7/2020	Olive Hills Estates Trans. Main geotech observation/field test.		\$ 36,619.00	\$ 17,563.00	
Firm: ATLAS (SCST, LLC)									
Expires: 11/20/2022 (C# 19-41)									
						\$ 100,000.00	\$ 36,619.00	\$ 17,563.00	\$ 82,437.00
Title: As-Needed Construction Management & Insp. Services	CIP	2020-01	Closed	3/13/2020	CM Support Services for the WSUP Project.		\$ 100,000.00	\$ 99,972.50	
Firm: Harris & Associates	CIP	2020-02	Closed	4/7/2020	Constructability design review of PUP-1.		\$ 6,270.00	\$ 5,280.00	
Expires: 1/28/2023 (C# 20-01)	NON-CIP	2020-03	Open	4/21/2020	Sewer North River Road - Emergency Repair.		\$ 11,000.00	\$ 4,389.33	
	CIP	2020-04	Open	9/21/2020	District Wide Inspection Services.		\$ 20,000.00	\$ 5,115.00	
						\$ 150,000.00	\$ 137,270.00	\$ 114,756.83	\$ 35,243.17
Title: As-Needed Construction Management & Insp. Services							\$ -	\$ -	
Firm: Reilly Construction Mnmt.							\$ -	\$ -	
Expires: 1/28/23 (C# 20-02)							\$ -	\$ -	
						\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Title: As-Needed Environmental Services	CIP	2020-01	Closed	5/13/2020	Pipeline Upgrade Project - Disney Lane - Cultural/ Biological Evals.		\$ 9,148.00	\$ 5,804.56	
Firm: Helix Environmental	CIP	2020-02	Closed	5/13/2020	Pipeline Upgrade Project - Via Vera - Cultural/Biological Evals.		\$ 9,155.00	\$ 4,446.37	
Expires: 2/25/2023 (C# 20-03)	CIP	2020-03	Closed	5/14/2020	Pipeline Upgrade Project - Hutton Pump Station - Cultural/Biological Evals.		\$ 13,209.00	\$ 6,793.54	
	CIP	2020-04	Closed	5/14/2020	Pipeline Upgrade Project - Turner Pump Station - Cultural/Biological Evals		\$ 13,029.00	\$ 7,683.26	
	CIP	2020-05	Closed	7/16/2020	North River Road Sewer Points Repair - Biological Survey.		\$ 3,900.00	\$ 3,136.05	
	CIP	2020-06	Open	9/10/2020	Gopher Canyon Water Pipeline Impv. Project - CEQA ISMND.		\$ 34,695.00	\$ 31,363.46	
	CIP	2021-07	Open	3/25/2021	Rainbow Heights Pipe Installation Project-Bird Survey		\$ 5,000.00	\$ 808.80	
						\$ 100,000.00	\$ 88,136.00	\$ 60,036.04	\$ 39,963.96
Title: As-Needed Environmental Services	CIP	20-01	Closed	11/6/2020	Bio-Survey for Rainbow Heights Road Transmission Main.		\$ 3,240.00	\$ 3,234.75	
Firm: Rincon Consultants							\$ -	\$ -	
Expires: 2/25/2023 (C# 20-04)							\$ -	\$ -	
						\$ 100,000.00	\$ 3,240.00	\$ 3,234.75	\$ 96,765.25
Title: As-Needed Environmental Services							\$ -	\$ -	
Firm: Michael Baker International							\$ -	\$ -	
Expires: 3/24/2023 (C# 20-05)							\$ -	\$ -	
						\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
						Total Authorized	Total Encumbrance	Total Expended	
						\$ 1,790,000	\$ 794,778	\$ 599,863	



**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
MAY 2021**

STATUS SUMMARY	EDUs
Total Treatment Capacity Purchased from Oceanside	8,333.33
Less 5% Contractual Allowance	416.67
EDUs Set Aside by Board for Emergencies	60.00
EDUs Connected	5,166.72 *
EDUs Unconnected/Committed	990.42
Total EDUs Available for Purchase:	1,699.53

DEVELOPMENTS WITH UNCONNECTED/COMMITTED EDUs	EDUs	CAPACITY FEES PAID/CREDIT
Bonsall Oaks (Polo Club) - 165 Lots	59.85	\$ 1,038,336
Citro (fka Meadowood) - 743 EDUs Appx.**	743.00	\$ 10,500,000
Fairview (Lilac Del Cielo) - 77.8 EDUs***	77.80	\$ 1,098,998
Passarelle (HRC Commercial) - 96.57 EDUs	96.57	\$ -
Others (5 or less)	13.20	\$ 216,101
TOTAL UNCONNECTED:	990.42	\$ 12,853,435

*There is a delay between connections and new account activations.

**CITRO Annexation Agreement 4/30/20 - Sewer Capacity \$10.5M to be paid by the CFD. 185 EDUs are committed.

***Fairview paid initial 50% of Sewer Capacity Fee. Remaining 50% to be credited by SCIP 5/12/21. 39.8 EDUs are committed.

BOARD OF DIRECTORS

JUNE 22, 2021

SUBJECT

HUMAN RESOURCES REPORT FOR MAY/JUNE 2021

DESCRIPTION

Personnel changes, human resources activities, and safety report for May/June 2021

RECRUITMENT:

- **Utility Workers- Construction:** Our two newest Construction workers, Raheem Stephens and Danny Montes joined us on May 24th, 2021.
- **Project Manager:** Project Manager interviews took place the week of June 7. We interviewed 5 candidates, and second interviews will take place later in June.

POLICY DEVELOPMENT:

- The Human Resources Manager completed the labor negotiations process and successfully gained tentative agreement from all three bargaining units for successor Memoranda of Understanding. The new MOUs will be presented to the Board for approval by separate action at the June 22 regular Board meeting.
- The District introduced a Remote Work Policy as a cost-neutral program to aid with recruitment and retention. The amount of remote work each employee will be able to continue will vary based on the job and the department's operational needs, and approval by their Manager and the General Manager.
- The Human Resources Manager is working with the Risk Management Officer to update the Coronavirus Prevention Plan to comply with updated CalOSHA standards that were passed on June 3, 2021.

COIN AWARDS:

Coin Recognition	Employee	Department	Coin Nomination
Teamwork	Laura Martinez	Finance	Recently, Laura was ready to leave the office for the day, but when she noticed a peer was overwhelmed, she offered to stay well over her scheduled time to help finish a time-consuming admin task. Working closely with her, has allowed me to see just a small glimpse of all her efforts, behind the scenes, to ensure all aspects of our paychecks are accurate and on time!
Innovation	Clem Taylor	Meters	While he was on duty for the District, Clem responded to our needs on a separate meter's job that came up unexpectedly for the District. Clem responded as if we were a customer, and this is common for Clem, he responds to all situations, internal or customer matter with a sense of urgency and utmost professionalism, regardless of the situation.

Professionalism-Honorable Mention	Dawn Washburn	Office Admin	Recently Dawn met someone who delivered exceptional customer service. They mentioned they had a family member who was looking for a job, and she told them the District was a great place to work and explained how to sign up for email notifications of job openings. They did sign up –and ended up getting hired! This is a great way to refer people who could be great additions to our team. Great way to represent the District well in our community too!
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RISK MANAGEMENT:

COVID-19 UPDATE :

- The District resumed usual operations on June 15th. This means that the lobby is open to customers, the Board room is open for public meetings, and employees who have been working remotely will return to the office as their default work location.
- Executive Order 84-20, removed the quarantine requirement for vaccinated employees after they have been exposed to a COVID-19 case, as long as they do not have any symptoms of COVID-19. In the meantime, all employees who haven't yet been vaccinated are strongly encouraged to do so.
- On June 3, CalOSHA passed updated COVID-19 safety standards. The Human Resources Manager is updating the District's Coronavirus Prevention Plan to comply with the new standards.

Property/Liability Insurance

The District notified SDRMA of the Board's decision to reduce the liability limits to \$5 million per occurrence. The Human Resources Manager drafted a protest letter on behalf of the District due to the timing of the notification of the 73% premium increase occurring after the deadline to withdraw. The Risk Management Officer is in the process of applying with ACWA-JPIA and other carriers to try to obtain acceptance and quotes for the next plan year.

Incidents

There were no lost time or modified duty due to a work-related incident.

Safety Training

Vector Solutions online training: 47 completions for the May training period 2021
 Future planning to increase safety awareness throughout the district to include:

- Incident Command System Forms
- Emergency Operations Center positions training.

Claims in Progress/Completed

- Borneo- Auto damage due to manhole cover.
- Katzenmeyer- WSUP.
- Small- Debris clogging system.

Tailgate/ Office Safety Trainings

Incidents and Injury Response Training

Karleen Harp, COSM
 Human Resources Manager

6/21/2021

BOARD OF DIRECTORS

June 22, 2021

SUBJECT

FINANCE REPORT FOR JUNE 2021

DESCRIPTION

Summary:

FY 2020/2021 Water Sales:

Budgeted 13,500 AF

Actual March FYTD 20/21 13,130 AF

Actual March FYTD 19/20 11,180 AF

Actual March FYTD 18/19 11,700 AF

April FYTD 2020/2021 Budget vs Actual:

For FY 2020/21 (FY21), the board followed the recommendation of staff and committee to budget future sales lower and more in line with the most recent years' trends at 13,500 AF for FY21, with operating expenses being budgeted within this lower operating revenue level as well. We are anticipating sales for FY 21 to be 15,000 AF if current sales trend in the same pattern as the last 2 months of FY20.

Treasury Report:

Interest Revenue for April 2021 was \$20,870 compared to \$29,208 for the prior month. Losses from assets sales were \$0 for April 2021. Investment valuation was up \$94,904 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. 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 (APRIL FYTD21)
- B. Fund Balance & Developer Projections (FY22)
- C. Treasury Report (APRIL FY21)
- D. Five-Year Water Purchases Demand Chart (through 06/01/2021)
- E. Water Sales Summary (APRIL FY21)
- F. Check Register (APRIL FY21)
- G. Directors' Expense Report (APRIL FY21)
- H. Credit Card Breakdown (APRIL FY21)
- I. RMWD Properties



Tracy Largent, CPA
Finance Manager

June 22, 2021

Statement of Revenues & Expenses Budget vs. Actual

Operating Funds (Water, Wastewater, & General Funds)

April 30, 2021



Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
Operating :						
41110-Water Sales-SF, MF, CM, IS	7,639,031	6,281,970	1,357,062	22%	7,538,364	
41112-Sewer Charges-Established Acct	2,484,860	2,662,212	-177,352	-7%	3,194,655	
42120-Monthly O & M Charges	6,814,263	6,990,280	-176,016	-3%	8,388,335	
42121-Monthly O&M Charges - CWA	4,107,474	4,298,082	-190,609	-4%	5,157,699	
43101-Operating Inc Turn On/Off Fees	0	4,167	-4,167	-100%	5,000	
43106-Operating Inc-Sewer Letter Fee	1,250	833	417	50%	1,000	
41120-Water Sales-Ag-Dom Non Cert	1,101,638	892,128	209,510	23%	1,070,554	
41160-Water Sales-Ag. Non Discount	3,233,274	3,359,559	-126,285	-4%	4,031,470	
41170-Water Sales-Construction	440,627	81,201	359,425	443%	97,442	
41180-Water Sales - Tsawr Com	4,782,586	3,190,294	1,592,292	50%	3,828,353	
41190-Water Sales-Sawr Ag/Dom	3,416,828	4,324,769	-907,941	-21%	5,189,723	
42130-Readiness-To-Serve Rev Id#1	215,044	208,333	6,711	3%	250,000	
42140-Pumping Charges	595,450	506,926	88,523	17%	608,312	
-Water Sales	34,832,324	32,800,754	2,031,570	6%	39,360,905	
43100-Operating Inc Oak Crest Service Charges	15,640	19,500	-3,860	-20%	23,400	Oak Crest contract was
43102-Operating Inc Penalty/Int Chgs	552,103	41,667	510,436	1225%	50,000	
43104-Operating Inc. R.P. Charges	202,128	204,721	-2,593	-1%	245,665	
43108-Operating Inc Plan Check Rev.	160,938	45,833	115,105	251%	55,000	
43110-Operating Inc Inspections	22,348	16,667	5,681	34%	20,000	
43111-Operating Inc Install Fees Hyd	3,795	1,667	2,128	128%	2,000	
43114-Operating Inc-Miscellaneous	1,035	5,833	-4,798	-82%	7,000	
43116-New Meter Sales/Install Parts	22,975	33,333	-10,358	-31%	40,000	
43117-Notice Delivery Revenue	-81	4,167	-4,247	-102%	5,000	
-Other Operating Revenue	980,882	373,388	607,494	163%	448,065	
42200-Overhead Trs From Water Sewer	6,687,019	6,687,019	0	0%	8,024,423	
-Transfers from Water & Waste Water	6,687,019	6,687,019	0	0%	8,024,423	
REVENUE-Operating Revenue	42,500,225	39,861,161	2,639,064	7%	47,833,393	

Attachment A

Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
50001-Water Purchases	17,609,345	14,192,469	3,416,876	24%	17,030,963	Seasonal
50003-Water In Storage	-76,342	0	-76,342		0	
50005-Ready To Serve Charge	411,505	415,650	-4,145	-1%	498,780	FC estimate for budget
50006-Infrastructure Access Charge	570,644	579,120	-8,476	-1%	694,944	FC estimate for budget
50008-Ag Credit-Sawr	-918,985	-841,434	-77,551	9%	-1,009,721	
50010-Customer Service Charge	912,721	924,270	-11,549	-1%	1,109,124	
50011-Capacity Reservation Charge	345,934	349,945	-4,011	-1%	419,934	FC estimate for budget
50012-Emergency Storage Charge	1,348,269	1,336,150	12,119	1%	1,603,380	FC estimate for budget
50013-Supply Reliability Charge	786,033	814,100	-28,067	-3%	976,920	FC estimate for budget
-Cost of Purchased Water Sold	20,989,125	17,770,270	3,218,855	18%	21,324,324	←
56101-Regular Salaries	4,006,071	4,385,829	-379,758	-9%	5,262,995	
56103-Overtime Paid Comptime Earn.	384,755	320,833	63,922	20%	385,000	
56202-Director's Compensation	7,200	11,667	-4,467	-38%	14,000	
56518-Duty Pay	32,750	37,167	-4,417	-12%	44,600	
56520-Deferred Comp-Employer Contrib	111,032	117,070	-6,038	-5%	140,485	
-Salary & Labor Expenses	4,541,809	4,872,566	-330,758	-7%	5,847,080	←
56501-Employer's Share FICA SSI	216,088	251,469	-35,381	-14%	301,763	
56502-Employer's Share Medicare	63,417	63,764	-347	-1%	76,516	
56515-Worker's Compensation Ins	158,510	120,533	37,977	32%	144,640	Entire Year Paid in July
56516-State Unemployment Ins E.T.T.	15,424	11,015	4,410	40%	13,217	
-Taxes	453,440	446,780	6,659	1%	536,136	
56503-Medical Insurance	790,001	770,872	19,129	2%	925,046	
56504-Dental Insurance	73,903	72,710	1,193	2%	87,252	
56505-Vision Insurance	10,494	9,692	801	8%	11,631	
56506-Life S/T L/T Disability Ins	49,159	45,693	3,465	8%	54,832	
56507-Retirement-CalPERS	434,483	465,989	-31,506	-7%	559,186	
56511-Employee Uniform Allowance	16,774	20,833	-4,060	-19%	25,000	
56512-Employee Training/Tuition Reim	16,869	16,750	119	1%	20,100	
56513-Employee Relations	4,859	12,167	-7,307	-60%	14,600	
56524-Other Post Employment Benefits	15,516	0			0	
56530-Gasb 68 Pension	552,548	358,333	194,215	54%	430,000	Entire Year Paid in July
-Fringe Benefits	1,964,605	1,773,039	191,565	11%	2,127,647	
52176-Overhead Transfer To Gen Fund	6,687,019	6,687,019	0	0%	8,024,423	

Attachment A

Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
-Transfers	6,687,019	6,687,019	0	0%	8,024,423	
60000-Equipment	20,243	76,667	-56,423	-74%	92,000	
60100-Computers	53,920	85,033	-31,113	-37%	102,040	
63100-Equipment Maintenance	94,453	145,500	-51,047	-35%	174,600	
63102-Equipment Maintenance Contract	33,501	48,521	-15,020	-31%	58,225	
63200-Equipment Rental	72,421	97,500	-25,079	-26%	117,000	
63400-Kitchen Supplies	11,027	11,667	-640	-5%	14,000	
63401-Building Maintenance	130,037	113,500	16,537	15%	136,200	
63404-Backflow Expenses	140,007	125,417	14,590	12%	150,500	
63421-Fuel And Oil	121,682	116,667	5,016	4%	140,000	
63422-Repair Supplies Auto	65,254	58,333	6,920	12%	70,000	
65000-Property/Liability Insurance	401,755	333,333	68,421	21%	400,000	Entire Year Paid in July
65100-District Paid Insurance Claims	149,838	241,667	-91,829	-38%	290,000	
65200-Miscellaneous Expense	7,553	0	7,553		0	
66000-Bad Debt Exp/Billing Adjust'S	137	4,167	-4,030	-97%	5,000	
69000-Postage	38,393	38,750	-357	-1%	46,500	
70000-Professional Services	786,807	809,333	-22,526	-3%	971,200	
70100-Annual Audit Services	30,200	29,167	1,033	4%	35,000	
70300-Legal Services	376,636	341,667	34,970	10%	410,000	
70400-Bank Service Charges	59,029	41,667	17,363	42%	50,000	
72000-Supplies & Services	1,337,717	1,047,625	290,092	28%	1,257,150	
72001-Right Of Way Expenses	147,603	133,333	14,270	11%	160,000	
72010-Tank Maintenance	412,416	720,417	-308,001	-43%	864,500	
72150-Regulatory Permits	59,543	64,667	-5,124	-8%	77,600	
72200-Books & Resources	1,579	1,917	-338	-18%	2,300	
72400-Dues & Subscriptions	363,529	512,311	-148,782	-29%	614,773	
72500-Safety Supplies	45,740	63,750	-18,010	-28%	76,500	
72600-Sewer Line Cleaning	51,117	48,333	2,784	6%	58,000	
72700-Printing & Reproductions	1,536	10,417	-8,881	-85%	12,500	
72702-Public Notices & Advertising	1,114	1,833	-719	-39%	2,200	
72900-Stationary & Office Supplies	3,765	4,167	-402	-10%	5,000	
73000-Small Tools & Equipment	33,437	40,667	-7,230	-18%	48,800	
74000-Communicatons & Phone Bills	10,116	7,083	3,033	43%	8,500	

Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget	Notes
74100-Phone Bill	81,244	77,500	3,744	5%	93,000	
75300-Travel, Conferences & Training	4,067	32,608	-28,541	-88%	39,130	
75400-Workforce Development	15,835	11,083	4,751	43%	13,300	
75500-Recruitment	8,753	15,667	-6,913	-44%	18,800	
77000-Sewage Treat.-Oceanside Plant	187,962	875,000	-687,038	-79%	1,050,000	
78000-Utilities - Electricity	454,645	485,417	-30,771	-6%	582,500	
78300-Hazardous Waster Material Disposal	4,590	10,000	-5,410	-54%	12,000	
78700-Utilities - Propane	9,312	12,917	-3,605	-28%	15,500	
78900-Trash Pick-Up	7,357	8,958	-1,602	-18%	10,750	
-Other Operating Expenses	5,835,869	6,904,223	-1,068,355	-15%	8,285,068	←
EXPENSE-Operating Expense	40,471,866	38,453,899	2,017,967	5%	46,144,678	
Operating Revenue (Expenses)	2,028,359	1,407,262	621,097	44%	1,688,715	
Non Operating :						
49301-Property Tax Rev. - Ad Valorem	557,183	379,167	178,016	47%	455,000	
-Property Tax Revenue	557,183	379,167	178,016	47%	455,000	
49200-Interest Revenues	1,192	0	1,192			
-Investment Income	1,192	0	1,192			
49050-Revenue Billing Adjustments	16,954	0	16,954		0	
49106-Other Intergovernmental - State	0	2,500	-2,500	-100%	3,000	
49107-Recycling Revenue	12,901	6,667	6,235	94%	8,000	
49109-Miscellaneous Revenue	1,430,447	30,000	1,400,447	4668%	36,000	
49114-Misc Revenue - Eng. Services	5,800	4,167	1,633	39%	5,000	
57050-Expense Billing Adjustments	20,958	0	20,958		0	
57525-Loan Costs	0	0	0			
-Other Nonoperating Revenue/Expense	1,445,143	43,333	1,401,810	3235%	52,000	
-Non Operating Revenue (Expenses)	2,003,518	422,500	1,581,018	374%	507,000	
Debt Service		1,979,023	-1,979,023	-100%	2,374,827	
Current Year Net Revenue Less Expense*	\$ 4,031,878				\$ (179,112)	

*Does not Include: Depreciation Expense

Operating & Debt Service Fund Balances

Fund Balances:	Water Operating	Wastewater Operating	General Operating	Rate Stabilization	New Water Sources	Debt Service	TOTAL
	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22	FY 21/22
Beginning Available Balance	\$1,155,562	\$1,255,724	\$1,122,838	\$0	\$392,761	\$664,639	\$4,591,524
Transfer to Water Capital	(1,575,115)						(1,575,115)
Transfer to/from Rate Stabilization							0
Budgeted Operating Surplus (Loss)	1,991,324	195,502	8,492,768			(2,374,827)	8,304,767
Transfers In/(Out)			(8,492,768)			2,374,827	(6,117,941)
Projected Ending Available Balance	\$1,571,771	\$1,451,226	\$1,122,838	\$0	\$392,761	\$664,639	\$5,203,235

Water Capital - Fund 60 Projected Balance

Including Capacity Fees:

	Adjusted Budget	Year 1 <i>Proposed Budget</i>	Year 2 <i>Proposed Budget</i>	Year 3 <i>Proposed Budget</i>	Year 4 <i>Proposed Budget</i>	Year 5 <i>Proposed Budget</i>
Fund Balances:	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Beginning Available Balance	\$1,138,582	\$635,477	\$2,856,524	\$5,902,139	\$9,502,677	\$11,835,873
Transfer From Rate Stabilization	3,603,760					
Financing						
Interfund Loan from Sewer		5,000,000				
Transfer from Operating Reserves	1,343,382	1,575,115	8,569,725	7,338,141	4,117,028	7,024,223
Transfer from WSUP		2,000,000				
Forecasted Capacity Fees	1,772,338	1,323,034	1,485,266	1,177,396	3,791,169	3,791,169
Less: Capital Project Budgets-Wholesale Water Efficiency	(1,734,594)	(3,375,000)				
Less: Capital Project Budgets-Water	(5,487,991)	(4,302,103)	(7,009,375)	(4,915,000)	(5,575,000)	(6,800,000)
Projected Ending Available Balance	\$635,477	\$2,856,524	\$5,902,139	\$9,502,677	\$11,835,873	\$15,851,265

Attachment B

Wholesale Water Efficiency Capital Project Budgets:

Project #	Project Name	Year 1	Year 2	Year 3	Year 4	Year 5
		<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
		<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>	<i>Budget</i>
		FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
600008	Weese WTP Permanent Emergency Interconnect and Pressure Station (CURRENTLY UNFUNDED)		\$ 750,000			
600013	Hutton & Turner Pump Stations (SDCWA Shutdown Pump Stations)		4,000,000			
600029	Via Ararat Drive Waterline Project					
600031	Olive Hill Estates Transmission Line Reconnection					
600034	Rice Canyon Tank Transmission PL to I-15/SR76 Corridor		3,375,000			
600035	Tank and Reservoir Mixing Upgrades					
600038	Blue Breton Water System Looping Project					
600078	Wilt Road Feeder (14 inch Water Line)		3,300,000			
600079	Gird Road 1,600' upsize from 12" to 18" or larger		1,000,000			
Total		\$11,675,000	\$750,000	\$0	\$0	\$0

Wastewater - Fund 52 & 53 Projected Fund Balance

Including Capacity Fees:

	Adjusted Budget	Year 1 <i>Proposed Budget</i>	Year 2 <i>Proposed Budget</i>	Year 3 <i>Proposed Budget</i>	Year 4 <i>Proposed Budget</i>	Year 5 <i>Proposed Budget</i>
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Fund Balances:						
Beginning Available Balance	\$13,696,384	\$15,294,474	\$7,335,408	\$5,102,786	\$3,095,164	\$7,324,519
Restricted CFD Funds*	2,750,000					
Financing						
Interfund Loan		(5,000,000)				
Forecasted Sewer Connections	1,017,072	5,485,934	5,042,378	42,378	4,479,355	4,479,355
Less: Capital Project Budgets	(2,168,982)	(8,445,000)	(7,275,000)	(2,050,000)	(250,000)	0
Projected Ending Available Balance	\$15,294,474	\$7,335,408	\$5,102,786	\$3,095,164	\$7,324,519	\$11,803,874

Wastewater Capital Project Budgets:

Project #	Project Name	Adjusted Budget					
		FY 20/21	Year 1 <i>Proposed</i> Budget FY 21/22	Year 2 <i>Proposed</i> Budget FY 22/23	Year 3 <i>Proposed</i> Budget FY 23/24	Year 4 <i>Proposed</i> Budget FY 24/25	Year 5 <i>Proposed</i> Budget FY 25/26
530001	Thoroughbred Lift Station and Sewer Improvements	\$ 467,619	\$ 8,000,000	\$ 7,000,000	\$ 250,000	\$ 250,000	\$ -
530006	Sewer System Rehabilitation Program	-	30,000				
530015	Sewer System Condition Assessment Program	-					
530017	N River Road Land Outfall Rehabilitation (Operations Project)	1,191,363	\$250,000				
530018	Fallbrook Oaks Forcemain and Manhole Replacement	-		\$150,000	\$1,650,000		
530020	Rancho Viejo LS Wet Well Expansion	-	100,000				
530021	Almendra Court, I-15 Crossing Sewer Rehabilitation	-			150,000		
530023	Replace Rancho Monserate LS Emergency Generator	-		125,000			
530024	Old River Road LS Equalization Basin	-					
530025	Old River Road LS to Stallion Outfall Repair (Combine with 530017)	-					
N/A	Department Level Capital Expenses	310,000	65,000				
N/A	City of Oceanside WW Plant	200,000					
		\$ 2,168,982	\$ 8,445,000	\$ 7,275,000	\$ 2,050,000	\$ 250,000	\$ -

Water Service Upgrade Projected Fund Balance

FY21 Beginning Cash

\$ 7,261,642

Fund Balances:

	Budget FY 20/21	Budget FY 21/22	Budget FY 22/23	Budget FY 23/24
Beginning Available Balance	\$7,168,951	\$3,068,951	\$ (131,049)	\$ (131,049)
Less: Meter Replacement/Upgrade Project	(4,100,000)	(3,200,000)	0	0
Projected Fund Balance	\$3,068,951	\$ (131,049)	\$ (131,049)	\$ (131,049)

Capital Project Budgets:

		Project Budgets					
GL Project #	Project Name	Actuals FY 19/20	Budget FY 20/21	YTD Actuals as of 12/31/2020 FY 20/21	Budget FY 21/22	Budget FY 22/23	Budget FY 23/24
600027	Service Meter Replacement	\$3,403,236	\$1,300,000	\$274,098	\$1,400,000		
600028	Water Service Upgrade	497,891	2,800,000	712,971	1,800,000		
Total		\$149,702	\$3,901,128	\$4,100,000	\$987,069	\$3,200,000	\$ -

Rainbow MWD Developer Projections - Water

Installations

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			
Horse Ridge Creek	274.8	23.8					23.8	34407	1	In Progress
Horse Ridge Creek (RAH)	113						0			In Progress
Campus Park West						9	9			
Fairview-Lilac Del Cielo		14	62				76	2247	1	Recent Activity
Golf Green Estates	77	20					20	5475		In Progress
Pala Mesa Highlands	104	27					27	10089	1	In Progress
Bonsall Oaks/Polo Club						154	154	21531	3	
Ocean Breeze (Vessels)						396	396			
							0			
Rancho Viejo Phase 3						47	47			
Campus Park						53	53			
Meadowood/Parde/Citro/Tripoint*		23	82	121	104		53		1	In Progress
Single Service Laterals		5	5	5	5		5			See Notes**
TOTAL WATER METERS	568.8	113	149	126	109	717	1,214			

Revenue Projections

Meter Size (in)	Revenue Per Meter (Existing)	Purchased	Anticipated Sales					Total
			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+	
5/8	6,241		14	62				76
3/4	10,401	531.8	90	82	117	102	697	1,088
1	16,642	0	5	5	7	7	20	44
1 1/2	27,043	34			1			1
2	62,406	3						-
3	124,812		2		1			3
4	208,020		2					2
Total		568.8	113	149	126	109	717	1,214
Total Revenue			\$1,772,338	\$1,323,034	\$1,485,266	\$1,177,396	\$7,582,337	\$13,340,371
Estimated Fee credits from CFD Reimbursement				(\$1,164,912)	(\$1,402,056)	(\$162,242)		(\$2,729,210)
Total Cash Revenue from Developer			\$1,772,338	\$158,122	\$83,210	\$1,015,154	\$7,582,337	\$10,611,161

Notes:

*Actual amount will vary depending on final agreements.

**Average from last 10 years.

Rainbow MWD Developer Projections - Sewer

Installations											
Development Name (Active) (Inactive)	Purchased (EDUs)	Anticipated Sales (EDUs)							Sewer LF	LS	Timing
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+	Total			
Horse Ridge Creek	723							0	29916	1	In Progress
Horse Ridge Creek (RAH)	169.5							0			
Campus Park West								9			
Fairview-Lilac Del Cielo	38.9		7.5	31.4				39	1382		Recent
Golf Green Estates	94.5		25.8					26	4318		In Progress
Pala Mesa Highlands	126.88		35.7					36	11501		In Progress
Bonsall Oaks/Polo	59.85							96.2	21027		Recent
Ocean Breeze (Vessels)								479			Recent
Rancho Viejo Phase 3								47			Recent
								0	2251		
Campus Park								0			
Meadowood*				422	422			844			
Misc. SFR			3	3	3	3	3	15			
TOTAL EDUs		-	72	456	425	3	634	1591			

Tripoint Citro

Revenue Projections

		Purchased (EDUs)	Anticipated Sales							Total
			FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24+		
Existing Fee	\$ 14,126	281.23		72	456	425	3	634	1,591	
Meadowwood		883								
Total			-	72	456	425	3	634	1,591	
Total Revenue			\$0	\$1,017,072	\$5,485,934	\$5,042,378	\$42,378	\$8,958,709	\$20,546,472 **	

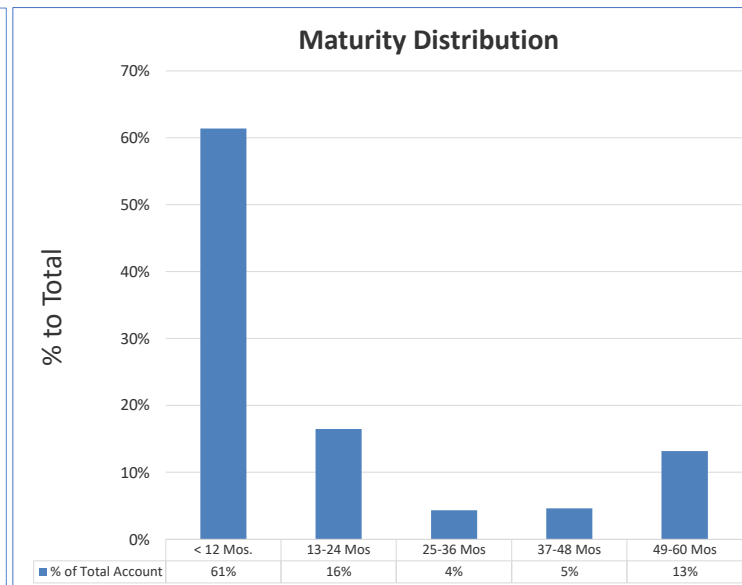
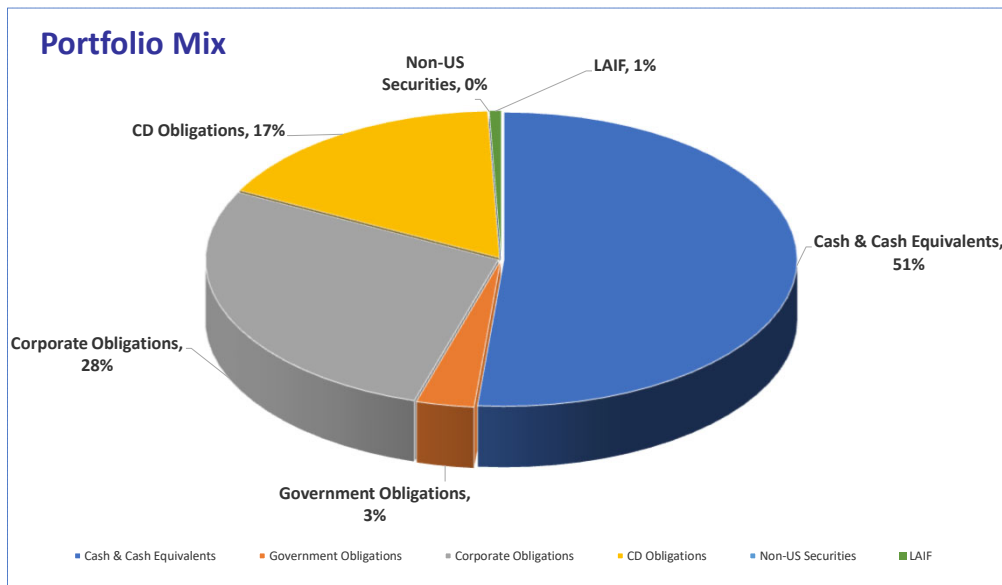
Notes:

*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
 4/30/2021



TYPE	ISSUER	CUSIP	Bond Rating	Date of Maturity	Par Value	Cost Basis	Market Value*	Interest Rate	Yield to Maturity	Semi-Annual Interest	Days to Maturity	Object
Money Market Funds	JP MORGAN MONEY MARKET Trust	48125C068S	N/A		\$	1,729,242	\$ 1,729,242				0	11508
	Willimington Trust	CSCDA 2017-01			\$	2,750,000	\$ 2,750,000				0	10301
Money Market Funds	Zions Bank	7326251D			\$	629,176	\$ 629,190	2.090%			0	10310
Money Market Funds	Zions Bank	7326250			\$	4,990,891	\$ 4,990,934	2.060%			0	10311
Money Market Funds	Zions Bank	7326251E			\$	1,642,348	\$ 1,642,384	2.090%			0	10309
Total Cash & Cash Equivalents					\$	-	\$ 11,741,658	\$ 11,741,750				
Non-Callable	FEDERAL FARM CR BKS	3133EHRU9	Aaa	07/19/22	\$	200,000	\$ 200,938	1.900%	1.800%	\$ 1,909	445	11508
Non-Callable	FEDERAL HOME LOAN BANKS	3130ADRG9	Aaa	03/10/23	\$	500,000	\$ 501,990	2.670%	2.660%	\$ 6,702	679	11508
Total Government Obligations					\$	700,000	\$ 702,928	\$ 727,790				
Make Whole	CITIBANK NA	17325FAQ1	Aa3	07/23/21	\$	475,000	\$ 486,623	3.400%	2.150%	\$ 8,075	84	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$	308,000	\$ 315,377	3.150%	1.900%	\$ 13,860	336	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$	290,400	\$ 297,355	3.150%	1.900%	\$ 13,860	336	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$	281,600	\$ 288,344	3.150%	1.900%	\$ 13,860	336	11508
Callable 10/1/22	PNC BK N A PITTSBURG PA	69349LAG3	A3	11/01/22	\$	980,000	\$ 999,179	2.700%	2.065%	\$ 13,489	550	
Bullet	BANK OF AMERICA CORP	06051GEU9	A2	01/11/23	\$	475,000	\$ 490,794	3.300%	2.300%	\$ 7,838	621	11508
Callable 9/10/25	AMERICAN HOND FIN CORP MTN	02665WDN8		09/10/25	\$	500,000	\$ 506,050	1.000%	1.300%	\$ 2,500	1594	11508
Callable 9/30/23	CITIGROUP INC	17298CKE7	A3	09/30/23	\$	1,000,000	\$ 1,000,000	1.000%	1.000%	\$ 5,000	883	11508
Stepped 1/26/2026	BANK OF AMERICA	06048WK82		01/26/26	\$	1,000,000	\$ 997,000	0.610%	0.610%	\$ 3,050	1732	11508
Callable 02/25/26	GOLDMAN SACHS GROUP INC SR NT	38143U8H7		02/25/26	\$	500,000	\$ 556,750	3.750%	3.420%	\$ 9,375	1762	11508
Callable 03/15/26	CIGNA CORP NEW SR NT	125523CP3		03/15/26	\$	500,000	\$ 500,000	1.250%	1.270%	\$ 3,125	1780	11508
Total Corporate Obligations					\$	6,310,000	\$ 6,437,472	\$ 6,383,762				
FDIC Ins. CD	DISCOVER BANK	254672F29	N/A	08/10/21	\$	248,000	\$ 248,000	1.520%	1.500%	\$ 1,885	102	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$	98,000	\$ 98,000	1.570%	1.550%	\$ 769	109	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$	150,000	\$ 150,000	1.570%	1.550%	\$ 1,178	109	11508
FDIC Ins. CD	MB FINL BK NA CHIC IL	55266CZJ8	N/A	11/18/21	\$	247,000	\$ 247,000	2.810%	2.850%	\$ 3,470	202	11508
FDIC Ins. CD	FLAGSTAR BK FSB TROY MICH	33847E2K2	N/A	06/13/22	\$	245,000	\$ 246,749	2.440%	2.200%	\$ 3,010	409	11508
FDIC Ins. CD	GOLDMAN SACHS BK USA NY	38148PKT3	N/A	06/14/22	\$	245,000	\$ 245,000	2.340%	2.350%	\$ 2,867	410	11508
FDIC Ins. CD	CAPITAL ONE NATL ASSN VA	14042RKL4	N/A	11/22/22	\$	250,000	\$ 250,000	2.400%	2.400%	\$ 3,000	571	11508
FDIC Ins. CD	MORGAN STANLEY	61747MF63	N/A	01/11/23	\$	246,000	\$ 246,000	2.630%	2.650%	\$ 3,235	621	11508
FDIC Ins. CD	BMW BANK NORTH AMER	05580AMB7	N/A	03/29/23	\$	240,000	\$ 240,000	2.860%	2.900%	\$ 3,432	698	11508
FDIC Ins. CD	SALLIE MAE BK SLT LAKE CITY	795450M44	Aaa	04/11/23	\$	240,000	\$ 240,000	2.900%	2.950%	\$ 3,480	711	11508
FDIC Ins. CD	CAPITAL ONE BANK (USA) NAT	1402TAW7	N/A	06/19/24	\$	245,000	\$ 245,000	2.520%	2.500%	\$ 3,087	1146	11508
FDIC Ins. CD	MORGAN STANLEY PVT BK PURCHA	61760AL49	N/A	06/24/24	\$	245,000	\$ 245,000	2.290%	2.250%	\$ 2,805	1151	11508
FDIC Ins. CD	FIRST NATL BK MCGREGOR TEX	32112UDA6	N/A	06/28/24	\$	249,000	\$ 250,743	2.300%	2.150%	\$ 2,884	1155	11508
FDIC Ins. CD	MERRICK BK SOUTH JORDAN UTAH	59013KBV7	N/A	07/31/24	\$	249,000	\$ 249,000	2.200%	2.200%	\$ 2,739	1188	11508
FDIC Ins. CD	STATE BK INDIA CHICAGO ILL	856283N69	NA	06/26/25	\$	248,000	\$ 252,166	0.950%	0.940%	\$ 1,198	1518	11508
FDIC Ins. CD	JPMORGAN CHASE BK NA COLUMBU	48128UHS1	NA	07/31/25	\$	249,000	\$ 249,000	0.550%	0.550%	\$ 685	1553	11508
Total CD Obligations					\$	3,694,000	\$ 3,701,659	\$ 3,825,410				
Total Non-US Securities					\$	-	\$ -	\$ -				
Subtotal Long Term Pooled Investment	Local Agency Investment Fund (LAIF)**	1.001397555			\$	10,704,000	\$ 22,583,716	\$ 22,678,713				
					\$	146,433	\$ 147,403			\$ -		10103
Portfolio Totals							\$ 22,730,149	\$ 22,826,116				



This monthly report accurately reflects all District pooled investments. It is in conformity with the Investment Administrative code section 5.03.080. The District has sufficient cash flow to meet six months of obligations. This is in effect is in compliance with the current Investment Policy.

Tracy Largent

Tracy Largent, Treasurer

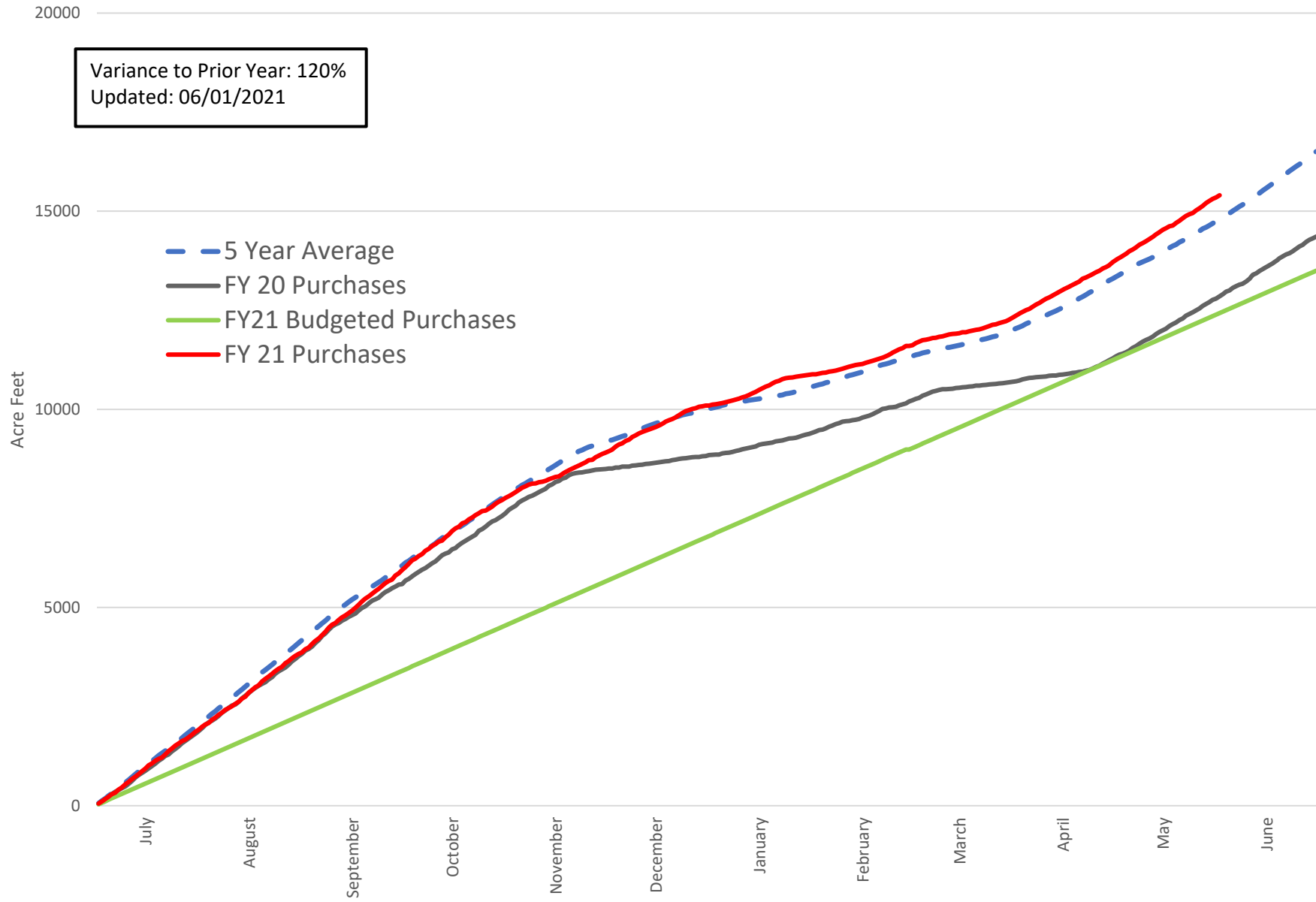
5/13/2021

*Source of Market Value - MUFG monthly statements

**Source of LAIF FMV - CA State Treasurer Pooled Money Investment Account @ <https://www.treasurer.ca.gov/pmia-laif/reports/valuation.asp>

System Demands Comparison Chart

Variance to Prior Year: 120%
Updated: 06/01/2021



Comparative Water Sales YTD from Prior Years

FISCAL YEAR 2020-2021

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
549	AD	34,763	39,406	46,230	42,502	34,921	21,626	24,948	14,076	14,146	17,159			665
402	AG	109,886	131,840	137,233	129,675	105,410	64,136	68,514	39,558	46,221	51,415			2,029
271	CM	43,615	49,777	48,946	49,458	35,129	19,261	20,216	10,734	14,250	19,251			713
24	CN	6,330	12,547	10,164	14,057	8,403	5,244	9,069	7,677	4,613	6,070			193
21	IS	2,513	2,972	3,359	3,231	1,698	1,013	1,365	568	1,119	1,204			44
114	MF	14,151	14,484	14,090	14,996	12,993	9,384	12,462	8,972	8,359	10,592			277
	PC	-	-	-	-	-	-	-	1,234	14,315	17,961			77
	PD	-	-	-	-	-	-	83	3,574	24,420	30,477			134
319	SC	137,945	133,502	160,919	156,961	123,278	85,624	74,455	110,420	39,051	46,578			2,453
1012	SD	186,337	204,966	223,721	229,964	179,016	112,667	115,867	55,255	54,422	67,372			3,282
5851	SF	169,793	186,711	189,918	189,511	157,332	112,083	128,779	84,894	94,401	107,576			3,262
8563	Total	705,333	776,205	834,580	830,355	658,180	431,038	455,758	336,962	315,317	375,655	-	-	13,130

FISCAL YEAR 2019-2020

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
553	AD	28,018	36,530	36,506	32,640	37,164	15,379	6,577	13,028	16,047	9,234			531
400	AG	113,285	139,802	139,715	135,633	132,703	48,601	25,028	47,900	52,506	30,084			1,986
267	CM	35,561	46,750	44,883	40,374	29,303	16,496	13,155	9,711	25,311	13,393			631
19	CN	1,484	1,549	1,183	1,041	1,286	314	490	1,126	5,662	448			33
21	IS	3,060	1,799	1,946	2,046	2,048	927	643	1,018	1,351	768			36
114	MF	11,910	11,187	11,539	11,065	12,605	8,386	7,568	9,074	8,716	9,124			232
323	SC	135,069	157,307	156,337	136,485	152,308	47,287	10,146	50,668	60,342	16,027			2,117
1021	SD	164,817	213,262	218,596	179,714	207,689	77,699	21,552	65,024	75,717	26,767			2,872
5536	SF	150,907	188,769	182,811	153,331	174,251	89,028	52,276	70,585	74,004	58,386			2,742
8254	Total	644,111	796,955	793,516	692,329	749,357	304,117	137,435	268,134	319,656	164,231	-	-	11,180

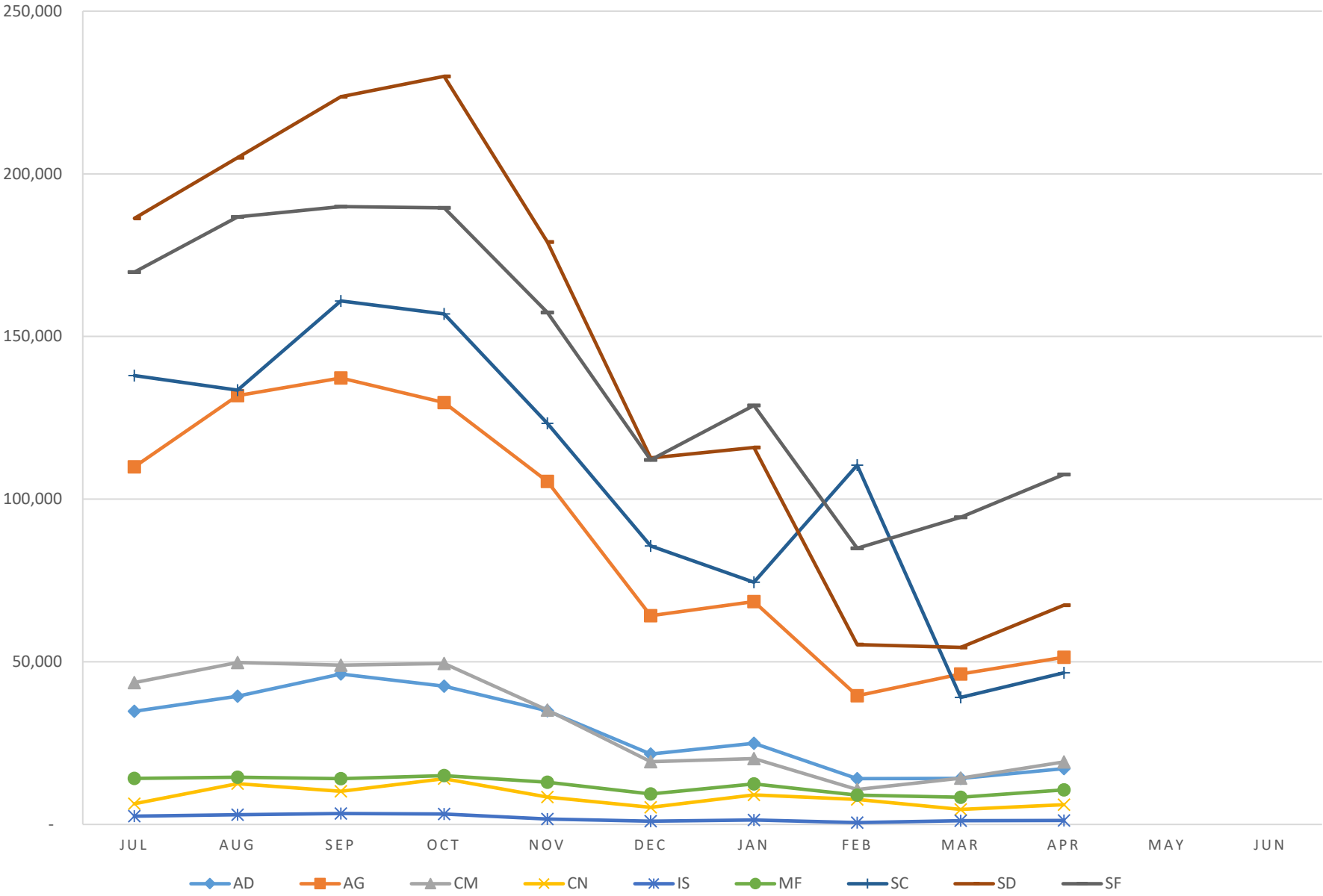
FISCAL YEAR 2018-2019

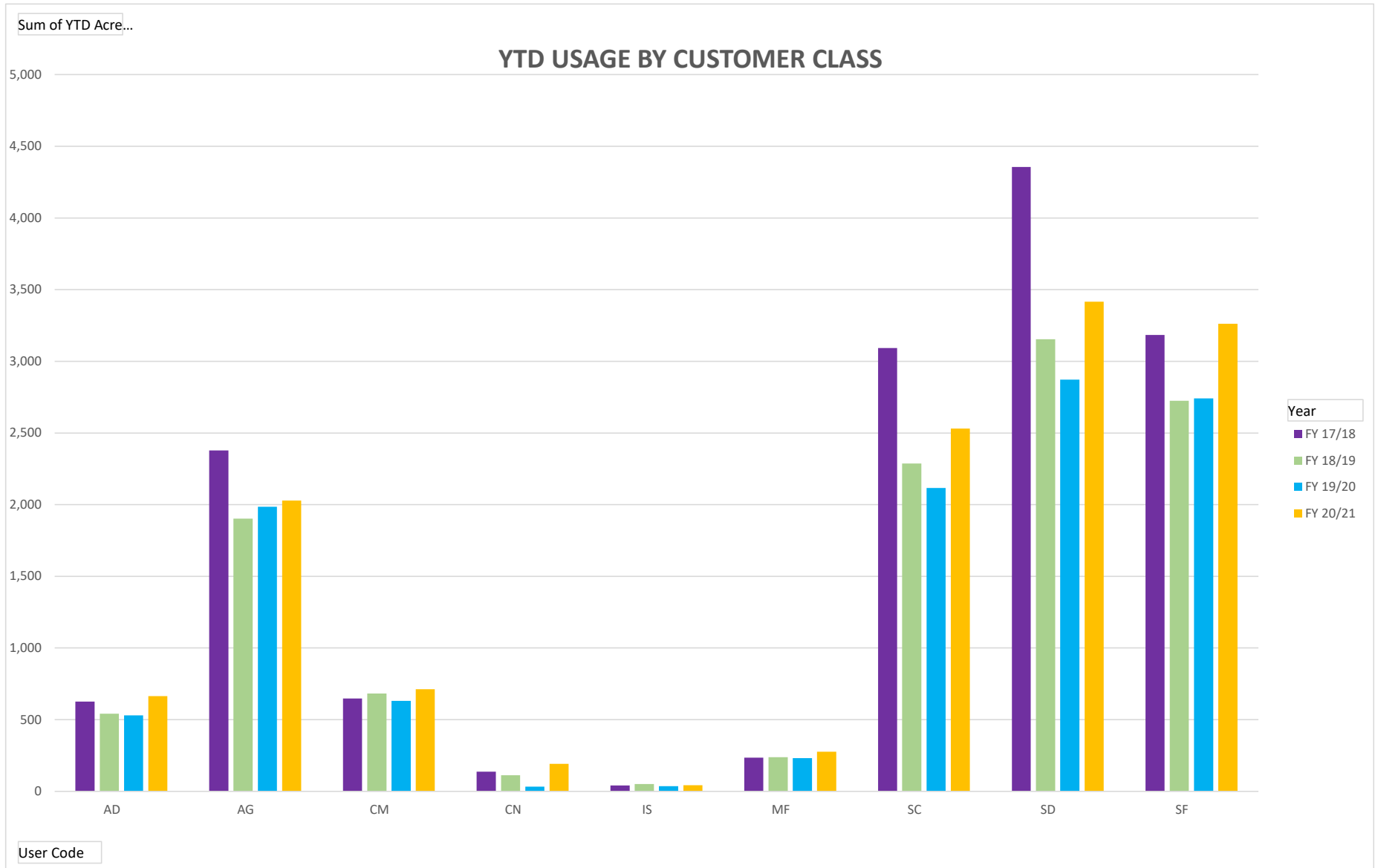
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	34,648	47,312	45,104	28,007	29,134	20,794	9,982	6,874	4,335	10,153			543
402	AG	129,946	149,080	154,084	110,908	93,077	70,762	33,893	21,947	18,274	46,890			1,903
264	CM	51,483	67,254	66,114	36,283	24,307	15,501	10,455	6,708	8,425	11,076			683
23	CN	3,982	27,189	4,915	2,545	3,115	2,815	2,831	829	547	636			113
21	IS	4,964	3,824	3,852	3,447	2,161	1,736	884	864	470	413			52
112	MF	11,653	12,856	13,798	11,513	11,816	10,461	8,551	7,929	6,940	8,289			238
323	SC	165,088	203,887	203,899	134,052	132,762	83,121	22,699	9,624	3,104	38,669			2,289
1024	SD	230,264	264,247	273,401	189,659	170,318	118,228	41,039	22,400	12,611	51,941			3,155
5468	SF	168,323	192,173	207,384	146,492	144,114	114,763	63,252	50,903	35,144	64,480			2,725
8199	Total	800,351	967,822	972,551	662,906	610,804	438,181	193,586	128,078	89,850	232,547	-	-	11,700

FISCAL YEAR 2017-2018

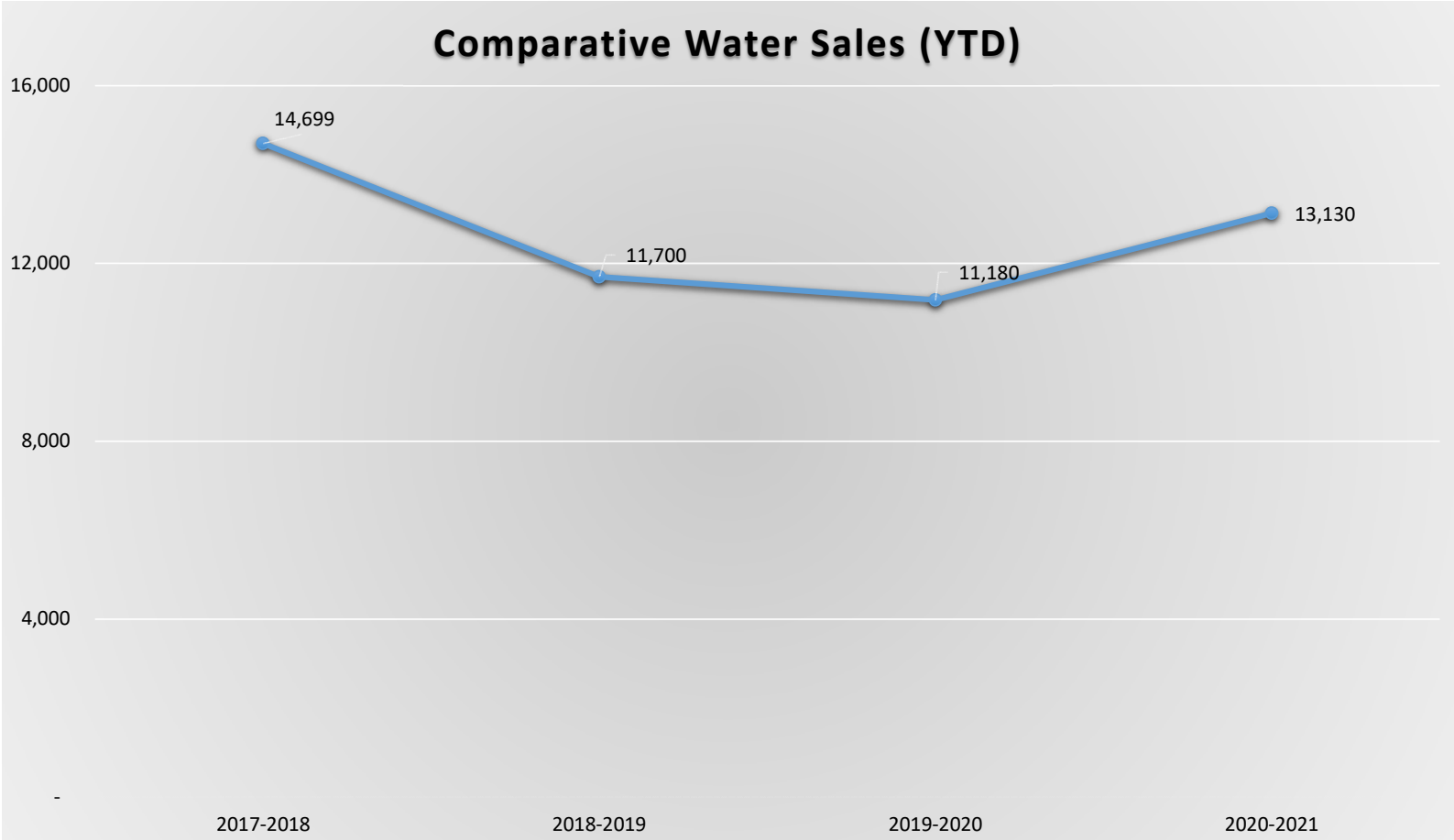
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
563	AD	33,310	29,712	36,164	31,255	32,514	30,935	27,243	19,989	17,733	14,039			626
395	AG	144,066	131,474	145,280	120,785	126,036	102,884	92,501	61,270	63,137	48,588			2,378
247	CM	33,715	42,488	33,812	26,189	24,168	16,762	18,502	48,862	19,156	19,093			649
32	CN	2,447	3,983	8,073	10,623	18,605	5,773	3,526	2,577	2,103	2,227			138
20	IS	2,320	2,440	2,793	2,488	2,335	1,700	1,339	1,038	695	1,087			42
96	MF	11,472	10,002	13,072	10,304	11,489	11,350	9,566	8,403	8,262	8,210			234
323	SC	179,822	156,120	202,103	148,336	176,307	145,994	119,086	84,941	75,753	58,715			3,093
1024	SD	244,799	223,157	271,457	222,398	243,725	210,020	185,162	112,432	111,709	72,554			4,356
5196	SF	174,946	165,760	194,809	155,004	162,664	146,096	120,654	96,800	89,344	80,182			3,182
7896	Total	826,897	765,136	907,563	727,382	797,843	671,514	577,579	436,312	387,892	304,695	-	-	14,699

USAGE BY CUSTOMER CLASS FY 20-21





Comparative Water Sales YTD from Prior Years





Check Register

April 2021

Description	Bank Transaction Code	Issue Date	Amount
AIRGAS USA, LLC	ACH	04/02/2021	1,700.00
ARAMARK UNIFORM SERVICES	ACH	04/02/2021	924.93
AT&T MOBILITY	CHECK	04/02/2021	3,485.36
AZUGA, INC.	CHECK	04/02/2021	94.12
BP BATTERY INC.	CHECK	04/02/2021	1,136.95
BRUCE & DEBBIE ALDRIDGE	ACH	04/02/2021	234.31
CHRIS WAITE	CHECK	04/02/2021	2,060.82
COLONIAL LIFE & ACCIDENT INS.	CHECK	04/02/2021	517.65
CONCORD ENVIRONMENTAL ENERGY, INC.	CHECK	04/02/2021	60.71
CONTROLLED MOTION SOLUTIONS	ACH	04/02/2021	34,730.99
CORE & MAIN LP	CHECK	04/02/2021	39.17
COVID HEALTH & TESTING LLC	CHECK	04/02/2021	15,730.44
CWEA	CHECK	04/02/2021	670.00
DEXTER WILSON ENGINEERING	CHECK	04/02/2021	192.00
DIAMOND ENVIRONMENTAL SERVICES	CHECK	04/02/2021	4,660.00
DURAN INC	CHECK	04/02/2021	887.94
ESAUD LAGUNAS	CHECK	04/02/2021	1,053.47
FALLBROOK AUTO PARTS	CHECK	04/02/2021	1,488.58
FALLBROOK PROPANE GAS CO.	CHECK	04/02/2021	111.63
FALLBROOK WASTE AND RECYCLING	CHECK	04/02/2021	1,135.90
FEDEX	CHECK	04/02/2021	458.02
FLUME TECH	CHECK	04/02/2021	65.49
FLYERS ENERGY LLC	CHECK	04/02/2021	1,050.05
HOCH CONSULTING, APC	ACH	04/02/2021	3,173.66
ICONIX WATERWORKS (US) INC	CHECK	04/02/2021	18,276.25

Description	Bank Transaction Code	Issue Date	Amount
INFOR (US), INC.	ACH	04/02/2021	3,863.43
INFOSEND, INC.	ACH	04/02/2021	3,950.00
JCG TECHNOLOGIES	CHECK	04/02/2021	7,200.40
KDM MERIDIAN	CHECK	04/02/2021	450.00
KENNY DIAZ	CHECK	04/02/2021	1,970.00
KEVIN MILLER	CHECK	04/02/2021	60.00
KNIGHT SECURITY & FIRE SYSTEMS	ACH	04/02/2021	363.00
KNOCKOUT PEST CONTROL& TERMITE, INC.	ACH	04/02/2021	90.00
LAYFIELD USA CORPORATION	CHECK	04/02/2021	300.00
LIQUID ENVIRONMENTAL SOLUTIONS OF CA, LLC	ACH	04/02/2021	11,427.64
MALLORY SAFETY AND SUPPLY, LLC	ACH	04/02/2021	1,066.28
MOBILE MINI, INC	CHECK	04/02/2021	835.07
NORTH COUNTY WELDING SUPPLY	CHECK	04/02/2021	204.15
PACIFIC PIPELINE SUPPLY	CHECK	04/02/2021	59.22
PARKHOUSE TIRE, INC.	CHECK	04/02/2021	7,861.40
PATTEN SYSTEMS, INC.	ACH	04/02/2021	3,056.35
PAULINE ROSA	CHECK	04/02/2021	13,632.56
PERRAULT CORPORATION	CHECK	04/02/2021	613.00
PRECISION MOBILE DETAILING	CHECK	04/02/2021	7,480.37
PROFESSIONAL IMAGE ADVERTISING, INC.	ACH	04/02/2021	750.50
QUALITY CHEVROLET	CHECK	04/02/2021	515.00
QUALITY GATE COMPANY	ACH	04/02/2021	224.60
RENE BUSH	ACH	04/02/2021	222.00
RHO MONSERATE C.C.H.A.	ACH	04/02/2021	726.00
RIGHT-OF-WAY ENGINEERING SERV	CHECK	04/02/2021	1,028.81
RYAN HERCO PRODUCTS CORP	CHECK	04/02/2021	8,787.60
SAN DIEGO GAS & ELECTRIC	CHECK	04/02/2021	47.94
SOLARWINDS, INC.	CHECK	04/02/2021	3,969.30
SOPHIA AYALA	CHECK	04/02/2021	1,489.92
SOUTHWEST ANSWERING SERVICE, INC.	CHECK	04/02/2021	330.00
SUPERIOR READY MIX	CHECK	04/02/2021	822.48
T S INDUSTRIAL SUPPLY	CHECK	04/02/2021	1,522.82
T.E. ROBERTS, INC.	CHECK	04/02/2021	1,921.26

Description	Bank Transaction Code	Issue Date	Amount
TEMECULA TROPHY CO.	CHECK	04/02/2021	29,970.16
TRAFFIC SAFETY SOLUTIONS, LLC	CHECK	04/02/2021	91.30
UNDERGROUND SERVICE ALERT	ACH	04/02/2021	1,150.00
UNITED BUILDING MAINTENANCE CENTER LLC	ACH	04/02/2021	260.24
WALTERS WHOLESAL	CHECK	04/02/2021	2,760.00
WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	CHECK	04/02/2021	69.99
WINZER CORP	ACH	04/02/2021	532.51
HOME DEPOT CC - ALL (MARCH 2021 STATEMENT)	CHECK	04/02/2021	2,486.15
UNION BANK CC - COFFEY (MARCH STATEMENT)	EFT	04/08/2021	1,602.62
UNION BANK CC - DAUGHERTY (MARCH STATEMENT)	EFT	04/08/2021	60.34
UNION BANK CC - DEL RIO (MARCH STATEMENT)	EFT	04/08/2021	10.00
UNION BANK CC - DEMARY (MARCH STATEMENT)	EFT	04/08/2021	11.37
UNION BANK CC - HARP (MARCH STATEMENT)	EFT	04/08/2021	63.06
UNION BANK CC - LAGUNAS (MARCH STATEMENT)	EFT	04/08/2021	10.00
UNION BANK CC - WILLIAMS (MARCH STATEMENT)	EFT	04/08/2021	10.00
ROLAND GRABLE	EFT	04/08/2021	1,001.83
SDCWA WATER PURCHASE- FEB 2021	CHECK	04/12/2021	658.98
A PERFECT SHADE	WIRE	04/12/2021	1,377,868.70
ACWA-JPIA	ACH	04/16/2021	260.00
AHREND STUDIOS	ACH	04/16/2021	168,300.73
AIRGAS USA, LLC	CHECK	04/16/2021	183.18
ARAMARK UNIFORM SERVICES	ACH	04/16/2021	951.95
AT&T	CHECK	04/16/2021	973.59
AT&T	CHECK	04/16/2021	167.82
BABCOCK LABORATORIES, INC	CHECK	04/16/2021	563.66
BAVCO	ACH	04/16/2021	2,041.00
BP BATTERY INC.	CHECK	04/16/2021	844.29
CALIFORNIA ACCOUNTS SERVICE	ACH	04/16/2021	261.82
CHRIS BROWN	CHECK	04/16/2021	136.90
CIVILITY PARTNERS	ACH	04/16/2021	15,000.00
COLONIAL LIFE & ACCIDENT INS.	CHECK	04/16/2021	812.50
CONCORD ENVIRONMENTAL ENERGY, INC.	CHECK	04/16/2021	60.71
CORE & MAIN LP	ACH	04/16/2021	18,392.52

Description	Bank Transaction Code	Issue Date	Amount
COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	CHECK	04/16/2021	14,865.46
COUNTY OF SAN DIEGO, RCS	CHECK	04/16/2021	42.00
CRACKS & CORNERS CLEANING SERVICE	CHECK	04/16/2021	629.01
CUSTOM TRUCK BODY & EQUIPMENT, INC.	ACH	04/16/2021	1,657.00
D.R. HORTON, AMERICA'S BUILDER	ACH	04/16/2021	24,201.54
DAILY JOURNAL CORPORATION	CHECK	04/16/2021	2,200.00
DELL BUSINESS CREDIT	CHECK	04/16/2021	59.80
DESIGN SPACE MODULAR BUILDINGS	CHECK	04/16/2021	2,895.18
DEXTER WILSON ENGINEERING	ACH	04/16/2021	2,864.09
DIAMOND ENVIRONMENTAL SERVICES	CHECK	04/16/2021	28,420.00
DUKE'S ROOT CONTROL INC	CHECK	04/16/2021	441.13
FALLBROOK AUTO PARTS	CHECK	04/16/2021	3,134.96
FALLBROOK EQUIPMENT RENTAL	CHECK	04/16/2021	2,801.50
FALLBROOK IRRIGATION SUPPLIES	ACH	04/16/2021	425.00
FALLBROOK WASTE AND RECYCLING	CHECK	04/16/2021	110.25
FEDEX	CHECK	04/16/2021	815.52
FLYERS ENERGY LLC	CHECK	04/16/2021	131.78
GIL FRANCO, TIRE HAULER	ACH	04/16/2021	10,282.14
GOLDEN STATE INDUSTRIAL COATINGS, INC.	CHECK	04/16/2021	350.00
HARRIS & ASSOCIATES, INC.	CHECK	04/16/2021	1,850.00
HARRISON'S EQUIPMENT	ACH	04/16/2021	9,245.00
HAWTHORNE EQUIPMENT	CHECK	04/16/2021	435.50
HAWTHORNE MACHINERY COMPANY	CHECK	04/16/2021	3,345.57
HDR ENGINEERING, INC.	CHECK	04/16/2021	266.57
HELIX ENVIRONMENTAL PLANNING INC	CHECK	04/16/2021	526.25
HOCH CONSULTING, APC	CHECK	04/16/2021	14,496.30
HOUSTON AND HARRIS	CHECK	04/16/2021	30,000.00
IB CONSULTING, LLC	CHECK	04/16/2021	2,325.00
ICONIX WATERWORKS (US) INC	CHECK	04/16/2021	5,850.00
IMPACT DESIGN	ACH	04/16/2021	120,630.29
INDUCTIVE AUTOMATION, LLC	CHECK	04/16/2021	581.96
INFOR (US), INC.	CHECK	04/16/2021	8,289.60
INFOSEND, INC.	ACH	04/16/2021	4,067.50

Description	Bank Transaction Code	Issue Date	Amount
INFRASTRUCTURE ENGINEERING CORPORATION	CHECK	04/16/2021	6,458.28
JAUREGUI & CULVER, INC.	ACH	04/16/2021	11,019.00
JOE'S HARDWARE	CHECK	04/16/2021	2,132.45
KDM MERIDIAN	CHECK	04/16/2021	229.08
KENNEDY/JENKS CONSULTANTS INC	CHECK	04/16/2021	5,460.00
KNOCKOUT PEST CONTROL& TERMITE, INC.	ACH	04/16/2021	84,937.03
MASTERCRAFT HOMES GROUP, LLC	CHECK	04/16/2021	400.00
MCCALL'S METER SALES & SERVICE	CHECK	04/16/2021	27,229.90
MOBILE MINI, INC	CHECK	04/16/2021	500.00
MODULAR BUILDING CONCEPTS, INC	CHECK	04/16/2021	2,583.73
OMNIS CONSULTING INC.	CHECK	04/16/2021	1,315.63
PACIFIC PIPELINE SUPPLY	CHECK	04/16/2021	3,090.00
PALOMAR BACKFLOW	CHECK	04/16/2021	1,437.62
PALOMAR HEALTH	ACH	04/16/2021	46,459.38
PARKHOUSE TIRE, INC.	CHECK	04/16/2021	130.00
PERRAULT CORPORATION	ACH	04/16/2021	2,838.93
PRECISION BRAKE & ALIGNMENT	CHECK	04/16/2021	4,366.23
PRECISION MOBILE DETAILING	CHECK	04/16/2021	70.00
QUALITY CHEVROLET	ACH	04/16/2021	282.00
RAIN FOR RENT RIVERSIDE	ACH	04/16/2021	823.86
RIGHT-OF-WAY ENGINEERING SERV	CHECK	04/16/2021	3,065.01
ROLLIN C BUSH	CHECK	04/16/2021	2,195.00
RYAN HERCO PRODUCTS CORP	CHECK	04/16/2021	5,000.00
SCW CONTRACTING CORPORATION	CHECK	04/16/2021	233.60
SHRED-IT USA LLC	ACH	04/16/2021	63,235.43
STATE OF CA DEPT OF WATER RESOURCES	CHECK	04/16/2021	174.88
STREAMLINE	CHECK	04/16/2021	19,149.00
SUPERIOR READY MIX	CHECK	04/16/2021	300.00
T S INDUSTRIAL SUPPLY	CHECK	04/16/2021	4,451.30
TCN, INC	CHECK	04/16/2021	3,608.63
TOP DOG TOWING	CHECK	04/16/2021	66.12
TRAFFIC SUPPLY, INC.	CHECK	04/16/2021	185.50
ULINE	CHECK	04/16/2021	549.90

Description	Bank Transaction Code	Issue Date	Amount
VALLEY CONSTRUCTION MANAGEMENT	CHECK	04/16/2021	2,296.96
WHITE CAP CONSTRUCTION SUPPLY	CHECK	04/16/2021	17,820.00
XYLEM INC	CHECK	04/16/2021	250.41
NBS BENEFITS-ADMINISTRATION FEES	CHECK	04/16/2021	1,285.69
SDCWA CAP FEES-3RD QUARTER FY21	EFT	04/20/2021	125.00
AIRGAS USA, LLC	WIRE	04/27/2021	176,904.00
ARAMARK UNIFORM SERVICES	ACH	04/30/2021	1,092.04
AT&T LONG DISTANCE	CHECK	04/30/2021	848.94
AT&T MOBILITY	CHECK	04/30/2021	55.85
AZUGA, INC.	CHECK	04/30/2021	43.50
BAVCO	CHECK	04/30/2021	1,136.95
BONSALL PEST CONTROL	CHECK	04/30/2021	975.41
BROWN & CALDWELL	CHECK	04/30/2021	200.00
CITIBANK AS ESCROW AGENT FOR CITY OF SAN DIEGO & ORION	ACH	04/30/2021	7,407.02
COLONIAL LIFE & ACCIDENT INS.	CHECK	04/30/2021	12,675.00
COMMUNICATION SERVICES	CHECK	04/30/2021	60.71
CONCORD ENVIRONMENTAL ENERGY, INC.	ACH	04/30/2021	612.03
CORE & MAIN LP	ACH	04/30/2021	33,249.42
CORRPRO COMPANIES, INC.	CHECK	04/30/2021	2,059.22
COUNTY OF SAN DIEGO CLERK	CHECK	04/30/2021	2,700.00
CRACKS & CORNERS CLEANING SERVICE	CHECK	04/30/2021	50.00
CRAIG SHOBE	ACH	04/30/2021	1,657.00
DESIGN SPACE MODULAR BUILDINGS	CHECK	04/30/2021	1,880.00
DIAMOND ENVIRONMENTAL SERVICES	ACH	04/30/2021	635.19
DITCH WITCH WEST	CHECK	04/30/2021	814.19
FALLBROOK EQUIPMENT RENTAL	CHECK	04/30/2021	974.06
FALLBROOK WASTE AND RECYCLING	ACH	04/30/2021	667.88
FEDEX	CHECK	04/30/2021	1,002.62
FERGUSON WATERWORKS #1083	CHECK	04/30/2021	95.75
FLYERS ENERGY LLC	CHECK	04/30/2021	21,829.26
HARBOR FREIGHT	ACH	04/30/2021	4,311.57
HARRIS & ASSOCIATES, INC.	CHECK	04/30/2021	316.12
HARRISON'S EQUIPMENT	ACH	04/30/2021	31,185.00

Description	Bank Transaction Code	Issue Date	Amount
HAWTHORNE EQUIPMENT	CHECK	04/30/2021	528.31
HELIX ENVIRONMENTAL PLANNING INC	CHECK	04/30/2021	13,764.84
HOCH CONSULTING, APC	CHECK	04/30/2021	3,299.81
HOUSTON AND HARRIS	CHECK	04/30/2021	41,590.00
HYDRO FLOW PRODUCTS, LLC	CHECK	04/30/2021	4,377.50
ICONIX WATERWORKS (US) INC	CHECK	04/30/2021	2,965.00
INFOSEND, INC.	ACH	04/30/2021	10,026.58
KEVIN MILLER	CHECK	04/30/2021	3,527.45
KNOCKOUT PEST CONTROL& TERMITE, INC.	ACH	04/30/2021	363.00
KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.	CHECK	04/30/2021	400.00
LINCOLN NATIONAL LIFE INSURANCE COMPANY	CHECK	04/30/2021	11.00
MOBILE MINI, INC	CHECK	04/30/2021	4,512.03
MUNICIPAL MAINTENANCE EQUIPMENT	CHECK	04/30/2021	24.95
ORION CONSTRUCTION CORPORATION	ACH	04/30/2021	740.26
PACIFIC PIPELINE SUPPLY	CHECK	04/30/2021	240,825.00
PALOMAR BACKFLOW	CHECK	04/30/2021	702.70
PERRAULT CORPORATION	ACH	04/30/2021	257.18
PRECISION MOBILE DETAILING	CHECK	04/30/2021	15,751.67
PRINCIPAL LIFE INSURANCE COMPANY	ACH	04/30/2021	901.50
PUBLIC POLICY STRATEGIES, INC.	ACH	04/30/2021	8,010.90
RAIN FOR RENT RIVERSIDE	CHECK	04/30/2021	7,500.00
REM MECHANICAL, INC	CHECK	04/30/2021	1,852.46
RENE BUSH	ACH	04/30/2021	748.00
ROLLIN C BUSH	ACH	04/30/2021	726.00
RT LAWRENCE CORPORATION	CHECK	04/30/2021	5,090.33
SAN DIEGO GAS & ELECTRIC	ACH	04/30/2021	603.01
SAN DIEGO GAS & ELECTRIC	CHECK	04/30/2021	39,080.40
SCAFFOLDING PROFESSIONALS CORPORATION	CHECK	04/30/2021	6,127.00
SONSRAY MACHINERY LLC.	CHECK	04/30/2021	3,700.00
SOUTHWEST ANSWERING SERVICE, INC.	ACH	04/30/2021	979.89
SPECIAL DISTRICT RISK	CHECK	04/30/2021	872.48
STEVEN MARK DISHON	CHECK	04/30/2021	1,386.00
SUPERIOR READY MIX	CHECK	04/30/2021	1,300.00

Description	Bank Transaction Code	Issue Date	Amount
T S INDUSTRIAL SUPPLY	CHECK	04/30/2021	725.11
THE WELD SHOP, INC	CHECK	04/30/2021	384.37
TIAA COMMERCIAL FINANCE, INC.	ACH	04/30/2021	398.75
VILLAGE NEWS	CHECK	04/30/2021	2,718.97
WATERLINE TECHNOLOGIES INC.	CHECK	04/30/2021	300.00
WENDY & DANNY MANZANO	CHECK	04/30/2021	14,610.90
WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	CHECK	04/30/2021	2,751.00
WESTERN LANDSCAPE MAINTENANCE PLUS, INC.	ACH	04/30/2021	532.51
		Total:	2,701,964.95

**Director's Expenses
FY 2020-2021**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
07/31/20	CAL PERS - HEALTH INS. WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
	TRAVEL EXPENSES MILEAGE EXPENSE				\$ 102.35		
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 252.35</u>	<u>\$ 150.00</u>	
08/31/20	CAL PERS - HEALTH INS. WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
	TRAVEL EXPENSES MILEAGE EXPENSE						
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	

**Director's Expenses
FY 2020-2021**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
09/30/20	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE AND EXPENSES REIMBURSEMENT FROM DIRECTORS		\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	
	Monthly Totals	\$ -	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	
10/31/20	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE AND EXPENSES REIMBURSEMENT FROM DIRECTORS		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
	Monthly Totals	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	

**Director's Expenses
FY 2020-2021**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
11/30/20	WATER AGENCIES ASSOC OF S.D. CSDA, SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING		\$ 375.00		\$ 375.00		
	COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE				\$ 150.00	\$ 450.00	
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals	\$ -	\$ 375.00	\$ -	\$ 525.00	\$ 450.00	
12/31/20	WATER AGENCIES ASSOC OF S.D. CSDA, SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING						
	COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE		\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 150.00
	REIMBURSEMENT FROM DIRECTORS						
	Monthly Totals		\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 150.00
	REPORT TOTAL FOR 2020:	\$ 300.00	\$ 1,425.00	\$ 750.00	\$ 1,827.35	\$ 1,350.00	\$ 150.00

Director's Expenses FY 2020-2021

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
01/31/21	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE REIMBURSEMENT FROM DIRECTORS Monthly Totals		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
			<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>
2/29/2021	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE REIMBURSEMENT FROM DIRECTORS Monthly Totals		\$ 150.00	\$ 150.00	\$ 150.00	\$ 300.00	
			<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 300.00</u>	<u>\$ -</u>

Director's Expenses FY 2020-2021

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch	Pam Moss
03/31/21	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE REIMBURSEMENT FROM DIRECTORS		\$ 300.00	\$ 300.00		\$ 450.00	\$ 300.00
	Monthly Totals		<u>\$ 300.00</u>	<u>\$ 300.00</u>	<u>\$ -</u>	<u>\$ 450.00</u>	<u>\$ 300.00</u>
04/30/21	WATER AGENCIES ASSOC OF S.D. CSDA,SAN DIEGO CHAPTER CONFERENCES (CSDA, ACWA, etc.) TRAINING COUNCIL OF WATER UTILITIES DIRECTORS' PER DIEMS TRAVEL EXPENSES MILEAGE EXPENSE REIMBURSEMENT FROM DIRECTORS		\$ 150.00	\$ 150.00			\$ 300.00
	Monthly Totals		<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 300.00</u>
	REPORT TOTAL FOR 2021:		\$ 750.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 750.00



AMERICAN EXPRESS

April 2021

GL Finance Code	GL Transaction Amount	Description
GL 03 43 72500 800013	162.64	AMAZON #111-2180079-2100214
GL 03 44 60100	57.84	AMAZON #111-3902598-0143414
GL 60 99 72000 600028	65.91	AMAZON #111-4038014-7832247
GL 01 32 72000	37.77	AMAZON #111-8214034-4261856
GL 03 36 63100	23.68	AMAZON #111-8840927-0398665
GL 03 36 72000	36.96	AMAZON #111-9290561-2712222
GL 03 44 60100	(273.62)	AMAZON #112-1056676-8885824
GL 03 44 60100	81.80	AMAZON #112-1989936-4790634
GL 03 44 60100	(273.62)	AMAZON #112-4208008-2127426
GL 03 44 60100	61.95	AMAZON #112-5095436-7075417
GL 03 44 60100	80.75	AMAZON #112-5326827-2158660
GL 03 44 60100	255.33	AMAZON #112-6175382-1182645
GL 03 44 60100	65.13	AMAZON #112-9047507-1459460
GL 03 44 60100	8.07	AMAZON #112-9047507-1459460
GL 03 44 60100	0.30	AMAZON WEB SERVICES
GL 03 43 72000	2.99	APPLE.COM
GL 03 42 75500	325.00	APW
GL 03 42 75500	420.00	ASCE
GL 03 44 60100	90.00	ATLASSIAN #AT-134384805
GL 03 44 60100	35.00	AUTHORIZE.NET, 04-30-21
GL 03 44 60100	256.55	AZURE #E0300E88KM
GL 03 42 75500	200.00	BROWN & CALDWELL
GL 03 42 75500	200.00	BROWN & CALDWELL
GL 01 34 72000	251.00	CDFTA-DIESEL FUEL TAX 1ST QRT, 2021
GL 01 34 72000	5.77	CDFTA-DIESEL FUEL TAX 4TH QRT, 2021 CC FEE
GL 03 42 75500	449.00	CMAA
GL 03 91 72200	580.52	CONTRACTOR RESOURCE #100058946

GL Finance Code	GL Transaction Amount	Description
GL 03 42 75500	210.00	CSDA
GL 03 41 63401	81.30	CULLIGAN
GL 03 44 60100	39.44	DIRECT TV
GL 03 41 63400	38.25	FRUIT GUYS #5557497
GL 03 41 63400	76.50	FRUIT GUYS #5558093
GL 03 41 63400	38.25	FRUIT GUYS #5558763
GL 03 41 63400	76.50	FRUIT GUYS #5559486
GL 03 41 63400	38.25	FRUIT GUYS #5560281
GL 03 43 72500	48.65	GRAINGER #9824488119/PO# 11297
GL 03 43 72500	776.47	GRAINGER #9824488127/PO# 11297
GL 03 36 63421	2,549.45	GRAINGER #9825569719/PO# 11307
GL 01 32 72000	307.60	GRAINGER #9825569719/PO# 11307
GL 03 43 72500	217.04	GRAINGER #9837472977/PO# 11051
GL 03 91 72000	896.82	GRAINGER #9838111145/PO# 11315
GL 01 32 72000	651.33	GRAINGER #9841300297/PO# 11326
GL 03 43 72500	250.84	GRAINGER #9846639624/PO# 11337
GL 03 43 72500	390.14	GRAINGER #9846958479/PO# 11337
GL 01 32 72000	296.51	GRAINGER #9848726692/PO# 11348
GL 03 41 63401	142.00	HOME DEPOT #6263781
GL 03 41 74100	974.53	JIVE #IN7100391726
GL 03 44 72400	75.00	LOGMEIN #1208386916
GL 03 41 63400	750.00	NATUREBOX #11444
GL 03 42 75500	130.00	NEOGOV
GL 03 42 75500	183.70	NEOGOV
GL 03 42 75500	125.00	NEOGOV
GL 03 36 72000	718.59	NEXGEN #3516
GL 03 41 70300	3,337.00	NOSSAMAN #520010
GL 53 99 70300 530017	7,597.00	NOSSAMAN #520010
GL 03 91 70300 700034	1,491.00	NOSSAMAN #520010
GL 03 91 70300 700034	765.00	NOSSAMAN #520011
GL 03 41 70300 300024	8,717.50	NOSSAMAN #520012
GL 03 91 70300 300018	315.00	NOSSAMAN #520012
GL 03 91 70300 300008	6,246.00	NOSSAMAN #520014
GL 03 41 70300 300027	14,963.50	NOSSAMAN #520015

GL Finance Code	GL Transaction Amount	Description
GL 03 41 70300	9,723.96	NOSSAMAN #520017
GL 53 99 70300 530017	1,820.00	NOSSAMAN #520017
GL 03 42 72000	56.83	OFFICE DEPOT #159607101001
GL 03 42 72000	55.92	OFFICE DEPOT #162633202001
GL 03 42 72000	33.13	OFFICE DEPOT #164709623001
GL 03 41 63401	1,373.19	POWELLS #12539
GL 03 41 75300	17.65	PREPASS
GL 03 42 75500	495.00	PROJECT MANAGEMENT
GL 03 36 63422	330.00	QUALITY ARG #3516
GL 03 44 60100	10.00	RING
GL 03 43 56512	250.00	UCSD EXTENSION WEB
GL 03 44 60100	19.84	WASABI #610958
GL 03 36 72000	168.80	WEATHERTECH #1908019437
GL 01 34 72000	300.00	WHIP AROUND #44218
GL 03 42 75500	399.00	YOURMEMBERSHIP.COM
GL 01 35 72000	35.00	ZOHO #66974638
GL 03 44 60100	279.88	ZOOM #INV74795695
	72,089.08	American Express (April 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

