



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/87448454417> 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: 874 4845 4417) (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, September 22, 2020

Closed Session 11:30 a.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 recorded as a secretarial aid. If you wish to listen to the recordings, they will be available after the draft minutes of the meeting have been prepared. There is no charge associated with copies of recordings. Recordings will be available until the minutes of such meeting are approved. Copies of public records are available as a service to the public; a charge of \$.10 per page up to 99 pages will be collected and \$.14 per page for 100 pages or more.

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

(*) - Asterisk indicates a report is attached.

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold Closed Session at 11:30 a.m. and Open Session at 1:00 p.m. Tuesday, September 22, 2020, at the District Office located at 3707 Old Highway 395, Fallbrook, CA 92028. At any time during the session, the Board of Directors Meeting may adjourn to Closed Session to consider litigation or to discuss with legal counsel matters within the attorney client privilege.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL: Brazier ___ Hamilton ___ Gasca ___ Mack ___ Rindfleisch ___**
3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
4. **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
 - B. Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)
 - * Robert and Linda Burton v. Rainbow Municipal Water District

(*) - Asterisk indicates a report is attached.

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

7. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Time Certain: 1:00 p.m.

- 8. REPEAT CALL TO ORDER
- 9. PLEDGE OF ALLEGIANCE
- 10. REPEAT ROLL CALL
- 11. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION
- 12. REPEAT ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)
- 13. REPEAT INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE

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

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

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

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

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

15. EMPLOYEE RECOGNITIONS

- A. Renee Rubio (5 Years)
- B. Victor Tornero (5 Years)

***16. APPROVAL OF MINUTES**

- A. August 25, 2020 - Regular Board Meeting

(*) - Asterisk indicates a report is attached.

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

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

- A. President's Report (Director Brazier)
- B. Representative Report (Appointed Representative)
 - 1. SDCWA
 - A. Summary of Board Meeting August 27, 2020
 - 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: Public Records Act Update 150152-0005

18. COMMITTEE REPORTS

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

BOARD ACTION ITEMS

- *19. CONSIDER APPROVAL OF A RENTAL AGREEMENT FOR A VACUUM WITH HAWTHORNE MACHINERY, CONSIDER APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS AND ASSOCIATES FOR ADDITIONAL CONSTRUCTION MANAGEMENT SUPPORT, CONSIDER APPROVAL OF CHANGE ORDER 04 FOR BACKFILL AND BOX PLACEMENT AND FOR ADDITIONAL BACKFLOW RELOCATIONS WITH CONCORD UTILITY SERVICES FOR USE ON THE WATER SERVICE UPGRADE PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE AGREEMENTS ON THE DISTRICT'S BEHALF**
(With 16% of the project completed, this action item will refine cost estimates and contractual changes necessary to complete the project.)
- *20. CONSIDER APPROVAL OF A CONTRACT WITH CPC SYSTEMS INC. FOR THE INSTALLATION OF A RESERVOIR MIXING SYSTEM IN THE MORRO RESERVOIR**
(This item is to address the first portion of a two-pronged effort which is to identify a cost-effective mixing solution for the Morro Reservoir.)
- 21. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT; EMPLOYMENT; EVALUATION OF PERFORMANCE; OR COMPENSATION OF THE GENERAL MANAGER**
(The Board may take action regarding the appointment, employment, performance or compensation of the General Manager.)
- 22. BOARD MEMBER REQUESTS FOR AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS**

(*) - Asterisk indicates a report is attached.

BOARD INFORMATION ITEMS

- 23. STATUS UPDATE ON LAFCO DETACHMENT APPLICATION FEES

- *24. INITIAL REVIEW OF PROPOSED AMENDMENTS AND UPDATES TO ADMINISTRATIVE CODE TITLE 3 – BOARD MEETINGS
(This item is to provide an opportunity for an initial review of changes being proposed by staff and gather feedback and input prior to bringing Administrative Code Title 3 back to the Board for approval consideration at the October regular Board meeting.)


- 25. COVID-19 UPDATE

- *26. 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
 - 2. Organizational Chart
 - E. Finance Comments
 - 1. Board Information Report
 - 2. Budget vs. Actual Fund 1, 2, and 3
 - 3. Fund Balance Projections
 - 4. Treasury Report
 - 5. Five Year Demand
 - 6. Water Sales Summary
 - 7. Check Register
 - 8. Directors' Expenses
 - 9. Credit Card Breakdown
 - 10. Developer Projections
 - 11. RMWD Properties

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

- 28. ADJOURNMENT - To Tuesday, October 27, 2020 at 1:00 p.m.

ATTEST TO POSTING:



FOR: Carl Rindfleisch
Secretary of the Board

9-14-20 @ 2:00 p.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
AUGUST 25, 2020**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on August 25, 2020 was called to order by Vice President Hamilton at 11:30 a.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Vice President Hamilton presiding.

2. **ROLL CALL**

Present: Director Brazier (via teleconference), Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

Also Present: General Manager Kennedy, Executive Assistant Washburn, Information and Technology Specialist Espino.

Present via video teleconference:

Legal Counsel Smith.

No members of the public were present for Closed Session.

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

There were no changes to the agenda.

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

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

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

There were no comments.

The meeting adjourned to Closed Session at 11:31 a.m.

6. **CLOSED SESSION**

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

* One Item

(*) - Asterisk indicates a report is attached.

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

* Robert and Linda Burton v. Rainbow Municipal Water District

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

The meeting reconvened at 2:00 p.m.

7. REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

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 August 25, 2020 was called to order by Vice President Hamilton at 2:00 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Vice President presiding.

9. PLEDGE OF ALLEGIANCE

10. REPEAT ROLL CALL

Present: Director Brazier (via teleconference), Director Gasca, Director Hamilton, Director Mack, Director Rindfleisch.

Also Present: General Manager Kennedy, Executive Assistant Washburn, Information and Technology Manager Khattab.

Present via video teleconference:

Legal Counsel Smith, Finance Manager Largent, Project Manager Williams, Human Resource Manager Harp, Operations Manager Gutierrez, Associate Engineer Powers, Project Manager Tamimi, Engineering Technician Rubio.

Seven members of the public were present for Open Session.

11. REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION

Legal Counsel reported the Board met to discuss three items and stated there was no reportable action.

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

Vice President Hamilton asked for Item #23 be deleted from this agenda and defer it to the September Board meeting.

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

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

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

It was confirmed there were no oral or written communications received.

***15. APPROVAL OF MINUTES**

A. July 28, 2020 - Regular Board Meeting

Motion:

To approve the minutes.

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

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

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

***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 Brazier)

President Brazier recalled how she had mentioned it took an unusual amount of time for a piece of mail she sent from Bonsall to reach Los Angeles. She said she called the Registrar of Voters to verify her own voter position and receive additional information. She shared the Registrar of Voters were planning to mail out the ballots on October 5, 2020 with a recommendation for early mail-in. She encouraged anyone with questions regarding their voting status to call the Registrar of Voters at 858-565-5800 or 800-696-0136.

B. Representative Report (Appointed Representative)

1. SDCWA

A. Summary of Board Meeting July 23, 2020

Mr. Kennedy reported SDCWA was moving forward with their Regional Conveyance System Project. He pointed out RMWD and seventeen other member agencies commissioned additional

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evaluation of this project showing it was not financially feasible. He stated since that time, SDCWA has brought in several other parties in support of this project; however, another letter from nearly all the environmental groups in San Diego County was sent to SDCWA opposing it. He explained the steps being taken with the sensitivity analysis and how further discussion on the feasibility study may be deferred for a month or two.

Mr. Kennedy recalled the Board approved the Transitional Special Agriculture Water Rate (TSAWR) to become the Permanent Special Agriculture Water Rate (PSAWR) last year and how staff was directed to create regulations regarding its implementation. He said that work was now coming to an end with SDCWA intending to bring this to the Board for consideration later this year. He pointed out the details were still being worked through and how he and Mr. Arant have requested more of a grace period to conduct the appropriate outreach to the thousands of customers currently on the TSAWR program.

Discussion ensued regarding the cross-referencing process as well as how to best communicate the change to the RMWD ratepayers.

2. CSDA

Mr. Kennedy reported there was a quarterly meeting on August 20th with approximately thirty attendees. He noted the discussion was focused on COVID and how agencies are adapting. He explained the members are hoping to hold a live meeting in November at which time SDCSDA Board elections will be held.

3. LAFCO

Vice President Hamilton mentioned there was a video and supporting documentation related to RMWD's potential detachment from SDCWA on the San Diego LAFCO website for anyone interested.

4. San Luis Rey Watershed Council

Director Gasca said there has not been a meeting or response to his recent email.

5. Santa Margarita River Watershed Watermaster Steering Committee

Vice President Hamilton stated the next meeting will be held in September.

6. ACWA

Mr. Kennedy reported he attended the ACWA Virtual Conference for some of the keynote sessions. He noted one of the highlights was the head of the Department of Water Resources Agency indicated that by 2023 they plan to have direct potable reuse ready to go.

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

1. Board Seminar/Conference/Workshop Training Attendance Reports

There were no reports.

(*) - Asterisk indicates a report is attached.

D. Directors Comments

President Brazier said pursuant to conversations with members of her division as well as other agencies, she wanted to know in this time of COVID-19 if RMWD has policies related to masks, cell phone use, and working from home. She said these are the three areas brought up most with questions as to what happens if or what happens when. She said if there were not any policies for these three areas in place, she wondered if this is something RMWD should explore.

President Brazier also pointed out shortly after the MOU's were approved in 2017, she had requested a copy of the Employee Handbook which had not changed. She said a year later she was told the Handbook was brought completely up to date; however, this was not the case. She recommended the Handbooks be brought up to date for any new employees as they should be provided with the correct information.

Mr. Kennedy said he will comment on the first comment under the COVID-19 update and would defer the second comment to Human Resources for response.

E. Legal Counsel Comments

1. Attorney Report: Water Rates Update - 501668-0002

Legal Counsel summarized the information contained in his report.

17. COMMITTEE REPORTS

A. Budget and Finance Committee

Mr. Nelson reported the committee met on August 11, 2020 noting the committee focused mostly on the upcoming audit process.

B. Communications and Customer Service Committee

Vice President Hamilton reported the committee elected Bill Shute to serve as Chairperson and Russell Vernon as Vice Chairperson. He noted the committee received an update on the COVID-19 situation, looked at various samples of newsletter enhancements, will be reviewing public communications and outreach items in coordination with FPUD relative to the detachment matter, and will be reevaluating the communications program with the Water Service Upgrade Program and pressure stations as well as receive an update from Flume.

C. Engineering and Operations Committee

Mr. Nelson reported the committee reviewed key items such as extensive updates on the PUP #1 and PUP #2 projects. He noted there were three items on today's agenda that were reviewed and recommended to the Board for approval (#18, #21, and #22) for which the winning bids were not available until provided in the handouts distributed to the Board today. He added the Suez contract amendment (Item #19) was also reviewed and discussed extensively by the committee which resulted in the recommendation the Board approve the Change Order. He said there were a number of other items discussed such as the North River Road bid package and Morro Reservoir mix options.

(*) - Asterisk indicates a report is attached.

BOARD ACTION ITEMS

- 18. **CONSIDER A CONSTRUCTION AGREEMENT WITH XXXXX FOR THE NORTH RIVER ROAD SEWER PIPE LINING PROJECT IN THE AMOUNT OF \$XXXXX AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT**

(The updated Action Letter provided as a handout showed the contract to be granted to Southwest Pipeline & Trenchless Corporation for \$608,968.)

Mr. Gutierrez stated this was part of the second phase for North River Road which included running a liner inside those sections of pipes with cracks as well as the sections that have pump repairs. He reported Southwest was the lowest bidder of the four bids received; however, because the bid came in roughly \$400,000 less than the engineer’s estimate, each bid was reviewed very carefully to confirm the work requested in Line Item #39 which lead to interesting conversation with Legal Counsel.

Legal Counsel explained there was a protest filed by the third place bidder on the grounds the lowest bidder did not list a subcontractor as well as interpreting the bid as not performing work according to the specifications in terms of handling the infiltration, lining issues, nor list resumes. He said he reviewed the allegation of the protest with staff and how the lowest bidder did respond in writing confirming they would perform the work according to the specifications at the price provided. He mentioned the lowest bidder may present a value engineering proposal at some point to the District on how to handle the infiltration issue which RMWD has agreed to consider or reject the proposal at their discretion. He pointed out the bidder has confirmed they will perform the work themselves and/or use a subcontractor which must be \$10,000 or less. He stated with this confirmation in writing, it conforms to the Contracting Code requirements so that the District should approve the contract with the lowest bidder.

Mr. Kennedy stated although the disparity in the bids was concerning; however, since Southwest clarified in writing they would confirm the work according to the Bid, RMWD would hold them to their word.

Director Gasca inquired about the contractor submitting the Change Order. Mr. Kennedy said any contractor may submit a Change Order for consideration; however, it was up to the District to accept or reject it.

Motion:

To approve Option 1 - Approve the Construction Agreement with Southwest Pipeline & Trenchless Corporation in the amount of \$608,968 and authorize the General Manager to sign on behalf of the District. Make a finding that the project is Categorically Exempt from CEQA.

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

Vote: Motion passed (summary: Ayes = 4, Noes = 0, Abstain = 1).

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

Abstain: Director Brazier.

(*) - Asterisk indicates a report is attached.

***19. CONSIDER A CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH UTILITY SERVICE CO. (SUEZ), FOR THE INSTALLATION OF ADDITIONAL TANK FALL PROTECTION IMPROVEMENTS, STAIRWAY SECURITY GATES AND NEW ELECTRICAL CONDUITS AND PANELS FOR POWER, DATA AND COMMUNICATIONS**

Mr. Williams explained this was a continuation to something brought to the Board in September 2018. He said between 2018 and present day, staff identified items that need additional work such as tank fall protection improvements, stairway security gates, new electronic conduits, and new electrical panels. He pointed out the amendment before the Board for consideration is for ten of the eleven tanks with the exception being the Vallecitos tank which will be addressed under a separate agreement due to the recent damage. He noted the change to the agreement is \$248,849.22 which will be spread out over five years.

Mr. Kennedy added the amendment will also correct the stairway installed at the Gomez Tank which was too steep to meet OSHA standards. He stated Suez has agreed to pay two-thirds of the cost to remove and replace them and RMWD will pay the remaining one-third.

Director Mack asked if the improvements requested were new OSHA mandates. Mr. Kennedy explained they were not new; however, when looking at the tanks it was discovered the mechanisms in place for tying off were crude and not the best because they leave a potential for equipment failure or putting employees at risk. He also pointed out as these tanks are cleaned and recoated, RMWD wants to invest in having handrails along the edges and staircases going up. He added part of the project will include adding security at the staircases as well as relocate the SCADA lines closer to the stairways.

Director Gasca asked if the modifications require the tanks be taken out of service. Mr. Kennedy stated they would; however, it would be during their normal routine cleaning and coating cycles. He confirmed this was why the process takes five years to complete as well as assist with spreading out the costs.

Motion:

To approve Option 1 - The Board accept the Suez proposal for the construction of security upgrades and new electric conduits and panels on District water tanks. This option will cost \$248,849.22 and will be spread out over five (5) years. Funds for this project are available in the Capital Replacement Fund.

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

Vote: Motion passed (summary: Ayes = 4, Noes = 1, Abstain = 0).

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

Noes: Director Brazier.

20. NOTICE OF COMPLETION AND ACCEPTANCE OF FACILITIES CONSTRUCTED UNDER THE MCDOWELL RESIDENCE WATER AND SEWER IMPROVEMENT PLANS

Mr. Williams said the facilities were constructed per the plans and specifications, District staff has accepted all facilities, prepared all final documents for review and was recommending the Board accept the facilities into the District's overall infrastructure.

(*) - Asterisk indicates a report is attached.

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President Brazier explained the reason for her vote noting at the last Engineering and Operations Committee not all proposals were voted on positively to recommend Board approval. She stated three was one item with two positive votes and two abstentions; however, she was unsure which item it was on so until the committee policy is straightened out, she will abstain on each of these items.

Director Gasca asked for clarification if there is a tie at the committee voting level, would it be considered a no action taken. Legal Counsel confirmed this would be considered no action taken on the item. Director Gasca asked if there is no action taken by the committee, does this mean the Board put in a position where they need to make a determination whether to act or not. Legal Counsel said the Board may choose to act in its discretion regardless if the committee does not make a recommendation since the committee is advisory.

Vice President Hamilton requested clarification from President Brazier on this matter. President Brazier explained there were four items the Chairman of the Engineering and Operations Committee voted to recommend Board approval; however, in the abundance of caution not remembering which items those were since her notes were not available at this moment, she will abstain on principal until the committee gets it straightened out. She said although she understands the committees are advisory; however, she believes the committee process should be as accurate and straight forward as possible. She agreed the committee can make or not make recommendations, but the Board can absolutely make a final determination.

Mr. Nelson clarified the item with the two positive and two abstention votes was not one of these four items and not before the Board today for consideration. Director Gasca thanked for the clarification.

Vice President Hamilton thanked President Brazier for making an excellent point.

Director Gasca called for the question.

Motion:

To adopt Option 1 - Accept the McDowell Residence Water and Sewer Improvements as complete and as shown on the approved plans, approve filing the Notice of Completion, add installation costs of \$53,704.00 to the District's total valuation. And make a finding that the action herein does not constitute a "project" as defined by CEQA.

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

Vote: Motion passed (summary: Ayes = 4, Noes = 0, Abstain = 1).

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

Abstain: Director Brazier.

21. **CONSIDER A CONSTRUCTION AGREEMENT WITH XXXX FOR THE SAGEWOOD ROAD WATER PIPELINE IMPROVEMENTS PROJECT IN THE AMOUNT OF \$XXXX AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT**

(The updated Action Letter provided as a handout showed the contract to be granted to T.E. Roberts for \$280,399.00.)

(*) - Asterisk indicates a report is attached.

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Mr. Williams reported the engineering estimate for this project came in at \$425,000; however, the lowest responsive bidder came in at \$280,399. He pointed out T.E. Roberts is currently performing work for the District and how staff has only received positive comments and feedback regarding their work.

Vice President Hamilton acknowledged this was a second bid with a wide variation in the estimates. He inquired as to whether the Engineering and Operations Committee or staff investigated why RMWD was receiving such discrepancies. Mr. Williams said staff has investigated this and found two of the bidders were very close to the Engineer's estimate and believe T.E. Roberts has come in low because they are already working on one project and will be able to move to this project with ease. He said staff was viewing this as good news.

Vice President Hamilton said although this was good news, it was still concerning. Mr. Kennedy stated this was something staff can work with the contractor and committee to figure out how it was bid and gather more details.

Motion:

To approve Option 1 – Approve the Construction Agreement with T.E. Roberts in the amount of \$280,399 and authorize the General Manager to sign on behalf of the District. Make a finding that the project is Statutorily Exempt from CEQA.

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

Vote: Motion passed (summary: Ayes = 4, Noes = 0, Abstain = 1).

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

Abstain: Director Brazier.

22. CONSIDER A CONSTRUCTION AGREEMENT WITH XXXX FOR THE NELLA LANE WATER MAIN REPLACEMENT PROJECT IN THE AMOUNT OF \$XXXX AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT

(The updated Action Letter provided as a handout showed the contract to be granted to T.E. Roberts, Inc. for \$301,734.00.)

Mr. Gutierrez noted this was part of Pipeline Upgrade Program Phase 1 (PUP #1) project and how the Engineer's estimate was \$350,000. He pointed out this was the same contractor working on Olive Hill Estates Mr. Williams was just speaking about on the previous agenda item. He explained there was conversation about their yard and how there was a cost savings to the District due to the fact the contractor would not need to move and set up again for this project.

Mr. Gutierrez mentioned there was a timeline with the County wanting to pave this cul-de-sac in October; therefore, staff wanted to get this waterline replaced rather quickly due to it coming up in the 2018 HDR Pipeline Assessment Study as needing to be replaced. He explained what steps would be taken benefit the District including bringing additional savings.

(*) - Asterisk indicates a report is attached.

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Motion:

Approve Option 1 - Allocate funding and approve the Construction Agreement with T.E. Roberts in the amount of \$301,734.00 and authorize the General Manager to sign on behalf of the District. Make a finding that the project is Categorically Exempt from CEQA.

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

Vote: Motion passed (summary: Ayes = 4, Noes = 0, Abstain = 1).

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

Abstain: Director Brazier.

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

This item was deferred to the September Board meeting.

***24. APPROVAL OF RESOLUTION NO. 20-12 ESTABLISHING CHECK SIGNING AUTHORITY**

Mr. Kennedy stated this item was to remove Steve Strapac from the check signing authority.

Motion:

To approve Resolution No. 20-12.

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

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

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

***25. DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 20-08 AMENDING AND UPDATING ADMINISTRATIVE CODE TITLE 2 – BOARD OF DIRECTORS**

Mr. Kennedy pointed out this was provided for an initial review at the July Board meeting and how there was little feedback regarding the proposed revisions.

Motion:

To adopt Ordinance No. 20-08.

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

Vote: Motion passed (summary: Ayes = 4, Noes = 1, Abstain = 0).

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

Noes: Director Brazier.

(*) - Asterisk indicates a report is attached.

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

There were no requests.

BOARD INFORMATION ITEMS**27. COVID-19 UPDATE**

Mr. Kennedy reported RMWD has a policy for pre-exposure contact tracing and how one staff member tested positive for COVID-19 and how those in contact with this staff member were initially quarantined and eventually tested for which all results were negative. He mentioned through this process it was discovered there is a testing site in Temecula that provides the tests and can give results within one hour which assisted in reducing downtime for staff.

Mr. Kennedy noted the usage of masks is required at the District for all staff, Board and public members. He stated he was unsure of the cell phone usage being related to COVID-19; however, several staff members working remotely and are accessible by cell phones.

Mr. Gutierrez noted in the instance Mr. Kennedy was mentioning it was realized social distancing, wearing masks, and tracking reporting works for the District. He said all the planning, RMWD's policies and work done by Human Resources have proven to be valid.

Vice President Hamilton inquired as to whether there was a means for ensuring all crew members are following these requirements while working in the field. Mr. Gutierrez stated short of driving up to a job site, there was no method for ensuring masks are being utilized. Vice President Hamilton said he has received an inquiry from one of his constituents there were two staff members traveling in one of the District vehicles without wearing masks; therefore, it was important to drive home the message Mr. Kennedy just shared. Mr. Kennedy stated whenever there are two crew members traveling in a District vehicle, they are supposed to be wearing masks. Ms. Harp pointed out there are some Class A drivers with a permit that must have someone in the District vehicle with them; however, they both should be wearing masks. Director Mack suggested posting some type of reminder at the gate or inside the vehicles to put on a mask if there is more than one person in the vehicle.

Mr. Kennedy said this matter will be investigated and how it was up to leadership and management to ensure the process is being followed. Discussion ensued regarding the CDC requirements being lessened.

28. WATER SERVICE UPGRADE PROGRAM UPDATE

Mr. Gutierrez reported the project was 14% complete. He noted meters were currently being vacuumed in the Gopher Canyon area and how the golf course area was extremely challenging as was expected for some of the sites. He mentioned a contractor was currently installing a new pressure regulating station as well as completed some pipe work in the same vicinity.

Director Rindfleisch excused himself from the meeting at 3:01 p.m.

Mr. Kennedy stated there will be some additional costs for Concord to relocate backflow devices as well as some of the excavation. He said he does not estimate these increases to be more than approximately \$200,000 which will keep the project well below the original cost estimate provided by ABM.

(*) - Asterisk indicates a report is attached.

Mr. Gutierrez pointed out staff was staying approximately 150 meters ahead of Concord and how every month meetings are held to discuss this project to determine which routes should be completed next. He said based on the current numbers there should be well over 2,000 meters exchanged by January 2021.

Vice President Hamilton asked if there was a reason staff was working on Saturdays. Mr. Gutierrez explained Saturday schedules were an exception and only used when RMWD really needs to catch up to keep the pace with Concord to prevent Concord staff from having to delay for a day while the District catches up.

Director Mack inquired as to the percentage of customers who have experienced a change in their water bills. Mr. Kennedy stated at this time there was not enough data to calculate the numbers; however, staff continues to collect the data and will prepare a report for the Board.

Director Gasca asked staff to look at the data after 1,000-1,500 meters have been exchanged as opposed to waiting a full year. Mr. Kennedy explained the issue was not being able to read the meters immediately but rather over a scattered period; therefore, it was best to wait for things to normalize and then make the calculations according to the mathematical models. Discussion ensued.

Mr. Kennedy offered to have a six-month analysis conducted.

29. RECENT CYBER HACK ATTEMPT ON RMWD'S OFFICE 365 ACCOUNT - INFORMATION AND UPDATE

Director Gasca stated he asked to have this item on the agenda due to the attempt was made on his account.

Mr. Khattab gave a presentation on the rent cyber hack attempt noting what is and continually being done to internally and externally protect the District.

Vice President Hamilton asked if the Board should be forwarding phishing alerts to the District's IT department. Mr. Khattab said he would prefer to receive them so he can research what is being phished.

Discussion ensued.

Director Gasca thanked Mr. Khattab for presenting this information, especially in helping everyone understand how very serious this is to keep the District from being compromised. He said he plans to draft and email for the Communications and Customer Service Committee and Legal Counsel to review prior to sending it to Senator Feinstein.

***30. 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

(*) - Asterisk indicates a report is attached.

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3. RMWD Sewer Equivalent Dwelling Units (EDU's) Status
- D. **Human Resource & Safety Comments**
 1. Human Resources Report
 2. Organizational Chart
- E. **Finance Comments**
 1. Information Report
 2. Fund Balance Projections
 3. Treasury Report
 4. Five Year Demand
 5. Water Sales Summary
 6. Check Register
 7. Directors' Expense
 8. Credit Card Breakdown
 9. Developer Projections
 10. RMWD Properties

Motion:

To receive and file the information and financial items.

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

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

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

Absent: Director Rindfleisch.

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

It was noted the General Manager evaluation, a Water Service Upgrade Project update, the Gopher Canyon Pipeline replacement, and an initial review of Administrative Code Title 3 proposed revisions should be on the next agenda.

32. ADJOURNMENT

The meeting was adjourned by Vice President Hamilton to a regular Board meeting on September 22, 2020 at 1:00 p.m.

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

Helene Brazier, Board President

Dawn M. Washburn, Board Secretary

(*) - Asterisk indicates a report is attached.



SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING **August 27, 2020**

1. Regional Conveyance System Study.
The Board adopted the General Manager's recommendation to defer expenditure of Phase B funding and proceed as described in her August 24 Letter.
2. Amendments to the San Diego County Water Authority Local Conflict of Interest Code.
The Board conducted the public hearing and adopted Resolution No. 2020-16 approving amendments to the San Diego County Water Authority Local Conflict of Interest Code.
3. Approve the Recommended Debt Management Activities to Defeasance Outstanding Debt.
The Board adopted Resolution No. 2020-17 authorizing defeasance of a portion of the outstanding 2005 Contract Payments, Series 2011A Bonds and Series 2011B Bonds in an aggregate principal amount not to exceed \$30,000,000 in Calendar Year 2020.
4. Service contract with Electrical Reliability Services, Inc., for electrical preventative maintenance, inspection, testing and repair services.
The Board authorized the General Manager to execute the services contract with Electrical Reliability Services, Inc., for electrical preventative maintenance, inspection, testing and repair services for one year, with an option to extend the contract annually for an additional four years, for a total not-to-exceed amount of \$3,205,000.
5. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.
6. Resolution establishing amount due from the City of San Diego for the In-Lieu Charge as a condition of providing water service for Fiscal Year 2021.
The Board adopted Resolution No. 2020-18 establishing an amount due of \$2,570,931.78 from the City of San Diego for the In-Lieu charge for Fiscal Year 2021.
7. Approve Capacity Fee Refund to JPI Real Estate Acquisition, LLC.
The Board authorized the General Manager to issue a capacity charges refund in the amount of \$130,810 to JPI Real Estate Acquisition, LLC.
8. Amendment to agreement for professional services contract with Alliant Insurance Services, Inc., to provide Health Insurance Broker Services.
The Board authorized the General Manager to execute an amendment to the professional services agreement for health insurance services with Alliant Insurance Services, Inc., to increase the contract limit by an additional \$87,000, maximum increasing from \$281,000 to \$368,000, and extending the term through December 31, 2021.
9. Amend Professional Services Contract with Studio West Landscape Architecture & Planning for WaterSmart Landscape Makeover Program.
The Board approved to amend the professional services contract with Studio West Landscape Architecture & Planning by \$274,168 and two years for total contract funding not to exceed \$805,143.

10. Authorize WaterSMART Grant application to Bureau of Reclamation for a Water Conservation Project.
The Board adopted Resolution No. 2020-19 authorizing and directing the General Manager to apply to the Bureau of Reclamation and to commit the Water Authority to the financial and legal obligations associated with the receipt of grant funds.
11. Future Supply Actions Funding Program Agreements Update.
The Board approved and reaffirmed Future Supply Actions (FSA) Funding Program Agreements with Metropolitan Water District of Southern California (MWD) for three San Diego region projects.
12. Adopt positions on various bills.
The Board adopted a position of support on: the Border Water Quality Restoration and Protection Act (Vargas); S. 4129 (Wicker), S. 4308 (Sinema), and the Border Water Quality Restoration and Protection Act (Feinstein).
13. Approval of Minutes.
The Board approved the minutes of the Formal Board of Directors' meeting of July 23, 2020.



TO: Rainbow Municipal Water District
FROM: Alfred Smith
DATE: September 22, 2020
RE: Attorney Report: Public Records Act Update
150152-0005

I. INTRODUCTION.

This attorney report provides an update on a recent Court of Appeal decision involving the Public Records Act (“PRA”). In *Golden Door Properties, LLC v Superior Court*, the Fourth District Court of Appeal held that the County of San Diego’s destruction of emails constituted a violation of the PRA and the California Environmental Quality Act (“CEQA”). Specifically, the Court of Appeal held that e-mails within the scope of Public Resources Code section 21167.6 are required by law to be kept and should not have been automatically deleted after 60 days. The Court of Appeal made this finding even though deleting the emails was consistent with the County’s records retention schedule.

The Court of Appeal further held that while agencies are not required to disclose the content of privileged or exempt documents, the agencies must nonetheless provide legal justification and document descriptions with “reasonable specificity” to enable the trial judge to evaluate the asserted privilege or exemption.

II. BACKGROUND.

Plaintiff Golden Door Properties, LLC (“Golden Door”) owns a spa and resort in San Diego County. In January 2015, Newland Real Estate Group, LLC (“Newland”) proposed 2,135 new residential units and 81,000 square feet of commercial development (“the Project”) in close proximity to Golden Door’s property. Golden Door’s opposition to the Project began in 2014 with a letter to the County stating that the Project violated the general plan. There was a 2016 lawsuit related to the Project, but not on CEQA grounds.

Golden Door then filed a PRA request for Project related materials in June 2017. When responsive documents to the PRA request were less than expected, Golden Door discovered that the County had a “60-day auto-deletion program for e-mails that do not meet the criteria for an official record.”

Following several efforts by Golden Door to get at the documentation related to the CEQA determination, Golden Door filed motions to compel discovery. A referee was appointed by the trial court for the various motions on that topic. The referee then made decisions regarding the missing emails and lack of evidence in the record, which the trial court adopted.

Golden Door next petitioned to augment the record with documents the County had omitted. The trial court, relying on the referee's determination, mostly denied the motion to augment the record, only allowing for minor augmentation at the consent of the County.

Newland ultimately withdrew the Project when in March 2020 San Diego voters disapproved of the general plan amendment for the Project. However, because of the likelihood of a recurrence of the issue regarding retention of e-mails on a CEQA project, the Court of Appeals still considered the issue and rendered a written decision.

III. COURT'S ANALYSIS.

The Court of Appeal held that the County's e-mail destruction policy cannot lawfully allow the automatic destruction of records that comprise the administrative record in a CEQA matter, citing to Public Resources code section 21167.6. Section 21167.6 provides in part:

"Notwithstanding any other law, in all actions or proceedings brought pursuant to Section 21167 alleging CEQA non-compliance, all of the following shall apply:

(e) The record of proceedings shall include, but is not limited to, all of the following items:

All written evidence or correspondence submitted to, or transferred from, the respondent public agency with respect to compliance with this division or with respect to the project....

Any other written materials relevant to the respondent public agency's compliance with this division or to its decision on the merits of the project, including...all internal agency communications, including staff notes and memoranda related to the project or to compliance with this division."

The Court of Appeal interpreted section 21667.6 to mean that the CEQA administrative record is broad, expansive, and a "trial court has no discretion to exclude matters a statute makes a mandatory part of the record."

In reaching that determination, the appellate court held that section 21167.6 is mandatory in two respects: (1) the Legislature's use of the phrase "notwithstanding any other provision of law" demonstrated legislative intent to supersede any other law

relating to document retention; and (2) the term “shall” before the list of documents to be included in the CEQA administrative record shows that the list is mandatory.

The mandatory retention of documents under this section is consistent with CEQA policies, allowing not just project opponents access to information, but the public generally to know the basis on which a CEQA determination is arrived at by officials. Further, a complete record allows the court to be able to determine if the agency’s determinations are lawful and supported by substantial evidence. Failure of the County to create an accurate administrative record by deleting emails after 60 days had “wide rippling effects.”

The Court of Appeal also held that it was not incumbent upon project opponents to notify a public agency to comply with its obligation under section 21167.6. These records must be clear, complete, and accurate not because someone has challenged them to be so, but because the law requires it.

The appellate court also ruled that not all email need be kept; however, those relating to the CEQA action must be kept in accordance with section 21167.6. The appellate court acknowledges this may still be massive amounts of data, but nonetheless concluded that the time period for CEQA challenges is short; and therefore retaining e-mails for the duration of a project (through resolution of any CEQA action) is not overly-burdensome. The appellate court further noted that the expiration of the time limits for a CEQA challenge is relevant in considering when the emails can be purged. The County’s complaint concerning the expense of storing e-mail messages was not compelling to the court.

The County also claimed 1,900 documents were privileged and thus exempt from disclosure under a PRA request in the context of discovery review. The referee, without analyzing or reviewing any of the documents or even generic categories of documents, upheld the privilege or exemption of all 1,900 documents. The Court of Appeal reversed the referee’s ruling, finding that the County made an insufficient showing to support its claim that those 1,900 documents are privileged or otherwise exempt from disclosure.

With regard to privilege and exemption claims, the Court of Appeal ruled that in order to enable the trial court to make a privilege or exemption ruling, the County must (1) describe the justification for nondisclosure with reasonably specific detail; and (2) demonstrate that the information withheld is within the claimed privilege or exemption. The Court of Appeal noted that the County’s showing must be “balanced against the fact that the agency is not required to disclose the information it seeks to protect. Merely restating the principle of law that allowed the documents to be withheld is insufficient as well.”

The appellate court did not offer further guidance on how, precisely, the two aforementioned elements may be established while still maintaining the confidentiality of

documents claimed to be privileged, exempt or confidential. Instead, the Court of Appeal only stated that the County should file supplemental declarations with additional information so that a trial court can make a determination on the applicability of the claimed privilege or exemption to documents or groups of documents.

The Court of Appeal concluded its decision by remanding the case to the trial court for further proceedings consistent with the foregoing principles.

IV. CONCLUSION.

The decision by the Court of Appeal is significant because it is common for public agencies, such as the County in this case, to have records retention schedules allowing for deletion of records within a certain time frame. As a result of this decision, public agencies must now ensure that all relevant documentation related to a CEQA project, including e-mails, are kept for the duration of that project (at least through the period to challenge the project) in order to comply with the PRA and Public Resources Code section 21167.6.

In the context of litigation discovery -- although agencies are not required to disclose the information they seek to protect -- the decision nonetheless requires agencies to provide descriptions of the documents and the legal justification for nondisclosure with "reasonably specific detail" to qualify the documents as privileged or exempt.

AES

BOARD OF DIRECTORS

September 22, 2020

SUBJECT

CONSIDER APPROVAL OF A RENTAL AGREEMENT FOR A VACUUM WITH HAWTHORNE MACHINERY, CONSIDER APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS AND ASSOCIATES FOR ADDITIONAL CONSTRUCTION MANAGEMENT SUPPORT, CONSIDER APPROVAL OF CHANGE ORDER 04 FOR BACKFILL AND BOX PLACEMENT AND FOR ADDITIONAL BACKFLOW RELOCATIONS WITH CONCORD UTILITY SERVICES FOR USE ON THE WATER SERVICE UPGRADE PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE AGREEMENTS ON THE DISTRICT'S BEHALF

BACKGROUND

From 2016-2018 the District began developing a project that would address the issue of inaccurate water meters in our system. The existing meters have been shown to only record just over 93% of the water that actually passes through the meters. A public/private partnership was developed with ABM, Inc. that would replace all of our current water meters that are over five years old with new, more accurate meters. This project was financed in two parts by Board approval in September 2018 and October 2018. The first part covered the purchase of meters in the amount not to exceed \$5,523,284 while the second part covered replacement or installation of meter box, installation of customer side ball valve and the replacement of District owned regulator in the amount of \$5.2 million. Total cost for the WASUP Project was estimated at just over \$10.7 million dollars.

In late 2019 the contract was ended with ABM and the District executed a contract with Concord Utility Services to perform the work required.

The Water Service Upgrade Project (WSUP) was awarded to Concord via Board action in December 2019. During this meeting Mr. Kennedy pointed out that this contract was to get Concord Utility Services started on the project based on the scoping that staff had been developing with Concord after the ABM contract was ended. The total estimated cost was \$7.1 million to completion. Mr. Kennedy cautioned the Board that there were many unknowns associated with this project. He also stated that although the costs may go higher, he was extremely confident it would be well below the original \$10.7 million. At the start of the WSUP project, all parties were aware that there were unknown conditions that could not be accounted for when the agreement was created and signed. Both parties thought of as many scenarios as possible and those were listed in Exhibit A of the signed agreement. Additionally, staff developed a project costs estimate to identify staff time and costs associated with the project. After completing 16% of the project, staff has a better understanding of those costs has updated this estimate. To date Concord has exchanged 1,380 meters which equates to 16% of the project total.

District staff performs the meter box preparation and backfill to each of the meters being upgraded. In order to stay far enough ahead of Concord so that there is no disruption in workflow/scheduling, District Staff must vacuum between 150-300 meters ahead of Concord. The District procured a trailer mounted, tow-behind vacuum from Ditchwitch and assigned one (1) full time employee and one (1) temporary employee to vacuum the meter boxes ahead of Concord. There were several variables unknown to district staff at the start of the project which caused the vacuum crew's efforts to be slowed. These variables included roots around meter boxes, double deep meter boxes and boxes where the vacuum could not reach and meter boxes had to be dug out by hand.

Concord's pace in performing the meter upgrades varies depending on the nature of the work in each neighborhood. In some areas they have more tasks to complete than in others. In June of 2020, staff was unable to keep up with Concord's pace and began to be less than 50-meter boxes ahead of Concord. This caused Concord to stop exchanging meters for one day so the vacuum crew could regain the lead. In an effort to increase the production rate of vacuuming meter boxes staff contacted local vendors and found a Ditchwitch vacuum that was available for a long-term rental. The District does not have use for a second trailer mounted vacuum of this size after the WSUP is complete. Therefore, purchasing another vacuum was not feasible. By renting a second vacuum, staff projects savings of approximately \$20,000-\$40,000 compared to purchasing another new vacuum. The WSUP project is scheduled to be completed in late 2021. This rental unit will only be deployed when additional resources are needed to stay ahead of Concord.

District staff was handling 100% of the customer service matters as well as coordinating daily/weekly/monthly field activities with Concord. In April of 2020, Staff utilized one of the District's As-Needed Construction Management contracts and tasked Harris and Associates for daily inspection of Concord's activities. In addition, the departure of the Meter Services Supervisor on July 27, 2020 has placed extra emphasis on the need for daily quality control measures and customer inquiry follow up through construction management and inspection services. A Harris and Associates field representative has been filling in the gaps and ensuring the project remains on schedule and on budget via the As Needed Construction Management contract.

During the beginning of the WSUP project the District assumed the duties of backfilling and setting meter boxes after Concord exchanged the new meters. This process involved 2-4 District staff with two trucks and two trailers. However, during backfill days the construction crew could have up to six staff members working on the project at one time. The construction crew was unable to maintain this workflow as staff had competing workflow priorities which would pull them away from backfilling. With the speed at which Concord is exchanging meters District staff is sometimes unable to keep up the pace of setting and backfilling meter boxes. Timely backfill around the new meter boxes is important to ensure that each service is set properly and is not affected by rain, burrowing rodents, or other factors that could cause issues.

On March 18, 2020, Contract Change Order 01 (CCO 01) was signed and Exhibit A was superseded with Exhibit A.1. CCO 01 increased the contractual amount by \$50,000.00 so that existing backflow prevention devices that conflicted with the proposed meter upgrades could be relocated. These backflow devices need to be relocated as they are sometimes tied directly into the meter without a valve separating the two. Staff has also found that some backflows are set partially in between a fence or other locations. Lastly, and much rare are occasions where a potential cross-connection may exist between the backflow and meter which again would cause the backflow to be relocated.

Change Order 1 with Concord was issued in order to get real world experience with the level of effort required to relocate backflow assemblies so that we could project the ultimate costs for this work. All parties anticipated that an additional CCO would be needed to complete the project fully as both parties did not know the exact number of backflows conflicting with the new meter installations. As noted in CCO 01 \$50,000 was allocated for addressing unknown conditions as they related to backflow relocation and that another change order would likely be needed to complete the project. Since that time, Concord and the District have now relocated over 220 devices which has allowed us to estimate with more certainty that another \$200,000 will be required to complete the additional backflow relocations.

The WSUP project is scheduled to be completed in late 2021.

DESCRIPTION

This Board Action Letter has three main components: the longer-term rental of a second vacuum excavator, an amendment to a Professional Services Agreement with Harris and Associates for inspection and construction management services, and a Change Order with Concord to add the final setting and backfill of meter boxes to Concord's scope of work as well as backflow re-location.

Vacuum Excavator Rental

The rental agreement with Hawthorne Machinery allows for the District to use this second vacuum and keep pace with Concord's installation rate. The vacuum will be billed on a time and materials basis as requested, not to exceed \$60,000. This will allow staff to maintain a comfortable lead ahead of Concord in case the primary vacuum breaks down or the vacuum crews encounter unfavorable conditions.

Amendment to Professional Services Contract with Harris and Associates

Staff is proposing that an amendment to the existing as-need contract (20-01) that was approved by the Board on December 3, 2019 with Harris & Associates be made which allows for approximately six-hours per day at a rate of \$165 per hour. Services will be billed on a time and materials basis as requested, not to exceed \$400,000 or 2,424 hours. Construction Management services during construction will include, but are not limited to:

- Communication with the District's contractor.
- Daily coordination with the District's contractor for work and locations.
- Review work in place by the contractor for adherence to District Standards.
- Daily communication with the District's Project Manager and the Meter Services Supervisor

- Document review (including electronic format in the District's preferred format) of all work by the contractor for concurrence.
- Verification of all quantities.
- Notification to contractor of any corrections required.
- Work with customers as needed to resolve issues on property.
- Maintain safe practices including site safety and safe work practices for COVID-19.

Change Order CCO04 with Concord

As noted above, due to the pace of the project, the District has had labor capacity constraints that have made it challenging to keep pace with Concord's work. The crews we use for backfill have a primary responsibility of addressing regular system maintenance and leak response, so they have not been able to dedicate time to the backfill process in an efficient manner. Having to start and stop backfill work to deal with more pressing matters makes the process less efficient than if we could dedicate staff to the work full time. The fact of the matter is that while we had hoped we would, we simply do not have enough available in-house labor resources available to do the work in a timely and efficient manner.

In response to a request from District staff, Concord has proposed to provide labor to place boxes, lids and backfill existing excavation around the new meter box at the rate of \$83.00 per box. Concord will also provide a small dump truck at a rate of \$2,900.00 per month. With a production rate of about 450 services a month, the combined cost is about \$90 per service. The District has booked 473.5 hours towards backfilling while expending \$114,082 dollars in hourly wages. 400 meters have been backfilled to date at a cost of \$292.50 per box. As noted above, our in-house costs include much less efficient scheduling which adds drive time to the job sites and were resources able to be put on the project fulltime this per service cost would go down significantly. Based on the cost differential and the Districts lack of capacity. The Concord option is less expensive and will allow staff to re-focus their efforts to their primary job functions. This change order also includes an additional \$200,000 for the re-location of backflows which is a maximum amount as not all backflows will need to be relocated.

Concord will perform the following when backfilling meter boxes:

- Top of box/lid placement may not be level to adjacent grade due to existing elevation of service and plumbing assembly. Box may be set above adjacent grade.
- Concord will be required to provide labor, hand tools, truck and materials trailer(s) or small dump truck(s).
- RMWD will provide fill materials, meter boxes and all special landscape materials.
- Concord will be responsible for relocating any waste meter boxes and spoils to the RMWD laydown yard
- RMWD will provide skip loader for Concord use, or load dump truck as needed for backfill materials
- Recycled concrete and ¼" minus DG will be required to backfill the majority of assets to finish grade; There will be scenarios where special materials will need to be placed from finished grade to 4" of depth. (I.E.) Sod, bark mulch, topsoil and other. RMWD will install these special materials; make notes in Peak workflow and notify RMWD management. Coordination of materials loading, and procurement will be Concord's responsibility to coordinate with RMWD management.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

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

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

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

ENVIRONMENTAL

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

BOARD OPTIONS/FISCAL IMPACTS

Funds for this project were already appropriated by the Board both through the initial funding of the project in September 2018 and at the October 2019 Board meeting. As discussed at the December 2019 Board meeting, the initial cost estimate for this project with ABM was \$10.7 Million, however, Staff's revised value is currently \$7.1 million including the payment to ABM, Concord contract, and all materials and staff time required to complete the project.



Date 9/4/20

To: Robert Gutierrez/Christopher Kelley

Project: RMWD WSUP – Backfill with Box Placement

Change Order: 004


Change Order:

Description:	Qty:	Unit Cost	Extended
Provide labor to place box & lid and backfill existing excavation around new meter box.	TBD	\$83.00	TBD
Dump Truck Monthly Rate / per truck	TBD	\$2,900.00	TBD

Assumptions:

1. *Top of box/lid placement may not be level to adjacent grade due to existing elevation of service and plumbing assembly. Box may be set above adjacent grade.*
2. *Concord will be required to provide labor, hand tools, truck and materials trailer(s) or small dump truck(s).*
3. *RMWD will provide fill materials, meter boxes and all special landscape materials.*
4. *Recycled concrete and ¼" minus DG will be required to backfill the majority of assets to finish grade; There will be scenarios where special materials will need to be placed from finished grade to 4" of depth. (I.E.) Sod, bark mulch, topsoil and other. RMWD will install these special materials; make notes in Peak workflow and notify RMWD management. Coordination of materials loading, and procurement will be Concords responsibility to coordinate with RMWD management.*
5. *RMWD will provide skip loader for Concord use, or load dump truck as needed for backfill materials*
6. *Concord will be responsible for relocating any waste meter boxes and spoils to the RMWD laydown yard.*

7. *RMWD will continue to manage all traffic control implementations that require lane closures, lane shifts, or flagging activities. Concord will be responsible for typical early warning traffic control setups as required for the Upgrade scope of this project.*
8. *RMWD will be handling meter box installations in traffic rated areas.*
9. *Fill materials are to be placed and compacted by hand using small tools I.E., shovel handles to Chock and tamp materials into annular voids. No vibratory or mechanical compaction means are to be used.*
10. *There will be no compaction testing requirements (I.E.) outside 3rd party laboratory services. RMWD will be performing periodic manual compaction tests for form and firmness.*
11. *RMWD will repair adjacent landscaping as needed; including, but not limited to grass, turf, shrubs, ground cover, bark mulch, concrete, pavers, asphalt, hardscape, hardscape features, etc. Concord will notify the RMWD management staff and submit an RTU Review, via PEAK workflow, when these items are encountered.*
12. *All assets that have irrigation systems that interfere with the standard placement of the “meter box” shall be RTU’d and noted in PEAK workflow. However, standard Construction Clause applies; If Concord damages existing irrigation systems during placement activities; Concord will be required to repair at no additional cost to the District or Customers.*
13. *There is no requirement for mechanized street sweeping services; however standard housekeeping best practices apply.*
14. *There are no customer notification requirements aside from units that require customer property access.*
15. *No additional warranty requirements are associated with this task aside from the current WSUP contract agreement.*
16. *No liquidated damages are associated with this task.*

	COO	9/4/20
Levi Capaci	Title	Date



August 12, 2020

Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, CA 92028
Subject: Water Service Upgrade Project Extension of Construction Management services

Dear Mr. Williams and Mr. Gutierrez:

Harris & Associates is pleased to provide revised scope and fee to extend services for Christopher Kelley to support Rainbow Municipal Water District with Construction Management services for an average of 6 hours per work day through January 2022. Labor rates will be per the Agreement for As Needed Construction Management and Inspection Services, Contract #20-01 with an hourly rate of \$165.00. Services will be provided on a time and material basis as requested, not to exceed \$400,000.00 for 2,424 hours.

Christopher will continue to follow up on the meter installations and quality assurance on the District's contractor, Concord Services as well as coordinate with the District's Operations Project Manager and the Meter Services Supervisor.

Please reach out with any questions or comments.

Sincerely,
Harris & Associates, Inc.

A handwritten signature in blue ink that reads "Lara Jennings".

Lara Jennings, PE, CCM, PMP, DBIA, LEED AP® BD+C
Sr Director

Water Service Upgrade Project Extension of Construction Management Services

The work includes replacing over 5,000 older meters with new, accurate meters for each customer; installation of an easy to operate ball valves on the customer side of the meter; installation of a new standardized meter box for safe and easy access; and replacement of old pressure regulating valves with new ones to reduce the likelihood of pressure spikes.

Construction Management services during construction will include, but not limited to:

- Communication directly with the District's contractor.
- Coordination daily with District's contractor for work and locations.
- Review work in place by the contractor for adherence to District Standards.
- Direct communication daily with District's Operations Project Manager and the Meter Services Supervisor.
- Review of documentation (including electronic format in District's preferred format) of all work by contractor for concurrence.
- Check of all quantities
- Notification to contractor of any corrections required.
- Work with customers as needed to resolve issues on property
- Maintain safe practices including site safety and safe work practices for COVID - 19

Expected hours and fees:

All work will be as directed by the District. The anticipated hours and fees for the 18 month period used to establish the not to exceed fee are detailed in the following table.



Table of anticipated hours and fees.

Month:	1	2	3	4	5	6	7	8	9
Nominally	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21
Start of Period	7/26/2020	8/23/2020	9/27/2020	10/25/2020	11/22/2020	12/27/2020	1/24/2021	2/21/2021	3/28/2021
End of Period	8/22/2020	9/26/2020	10/24/2020	11/21/2020	12/26/2020	1/23/2021	2/20/2021	3/27/2021	4/24/2021
Weeks in the Period	4	4	4	4	5	4	4	5	4
Planned Hours in Period	160	192	160	144	154	108	114	150	120
Cost	\$ 26,400.00	\$ 31,680.00	\$ 26,400.00	\$ 23,800.00	\$ 25,410.00	\$ 17,820.00	\$ 18,810.00	\$ 24,750.00	\$ 19,800.00

Month:	10	11	12	13	14	15	16	17	18	Total
Nominally	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	
Start of Period	4/25/2021	5/23/2021	6/27/2021	7/25/2021	8/22/2021	9/26/2021	10/24/2021	11/21/2021	12/26/2021	
End of Period	5/22/2021	6/26/2021	7/24/2021	8/21/2021	9/25/2021	10/23/2021	11/20/2021	12/25/2021	1/22/2022	
Weeks in the Period	4	5	4	4	5	4	4	5	4	
Planned Hours in Period	120	144	114	120	144	120	120	132	108	2424
Cost	\$ 19,800.00	\$ 23,760.00	\$ 18,810.00	\$ 19,800.00	\$ 23,760.00	\$ 19,800.00	\$ 19,800.00	\$ 21,780.00	\$ 17,820.00	\$ 400,000.00



Rental Agreement

Reference 842745

MISSION ROAD, ESCONDIDO, CA 92029
 WTHORNE ESCONDIDO 760-740-2900

Date Out: 06/25/2020 Thu 07:00 AM
 Est. Date In: 07/23/2020 Thu 07:00 AM
 Delivery Date: 06/25/2020 Thu 07:00 AM

Customer: 1620250
 Bill to: RAINBOW MUNICIPAL WATER DIST
 3707 OLD HIGHWAY 395
 FALLBROOK, CA 92028-9372

Jobsite: FALLBROOK
 Contact: ~~JUSTIN DEMARY~~ JUSTIN CHAMPLE
 Phone: 760-525-9459 760-936-1192
 3707 OLD HIGHWAY 395
 3707 OLD HIGHWAY 395
 FALLBROOK, CA
 RAINBOW H20 DIST

Signed By:
 Ordered By: JUSTIN DEMARY

Written By: Mario Soto
 Sales Rep: PETE ROUDENBUSH
 PO #: .LOWER YARD

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

1.	VACUUM TRAILER- DITCH WITCH FX30 500 GAL ID:046300 SERIAL:1DSB122R0G1700324 MODEL: HRS OUT: 305.5 HRS ALLOWED: 8/40/160 THREE CONVENIENT LOCATIONS TO SERVE YOU LAKESIDE CHULA VISTA ESCONDIDO	\$337.50	\$1,331.25	\$2,662.50
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Miscellaneous Items

1	ENVIRONMENT FEE		2.00 %	
1	DELIVERY		110.00 each	
1	PICK UP CHARGE		110.00 each	
1	RENTAL PROTECTION PLAN		15.00 %	
State 7.75% Total Tax: 7.75%				

This Rental Agreement and the rental of any Equipment from Hawthorne Machinery Co. or its applicable subsidiary, affiliate, or related entity ("Hawthorne") will be governed by the terms stated herein and Hawthorne's Rental Terms and Conditions ("Terms"), which are hereby incorporated by this reference and available at www.hawthornecat.com/terms and in hard copy upon request. Placing an order for or accepting any Equipment, service, or product from Hawthorne constitutes agreement to be bound by the Terms exactly as written and is acknowledgment that Hawthorne has provided or offered instruction on the safe operation and daily maintenance of the Equipment listed herein, including emissions requirements.

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated at 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions or air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>

BOARD OF DIRECTORS

September 22, 2020

SUBJECT

CONSIDER APPROVAL OF A CONTRACT WITH CPC SYSTEMS INC. FOR THE INSTALLATION OF A RESERVOIR MIXING SYSTEM IN THE MORRO RESERVOIR

BACKGROUND

Due to changes in State and Federal Law, the District installed covers on its open reservoirs from 2010 to 2012. Three reservoirs were covered, North, Northside (now called Rainbow Hills), and Morro. Morro is by far the largest of the three with a capacity of 150 million gallons. All three covers were installed and became operational by 2012.

During the design process, District staff determined that the chlorine management system at the Morro Reservoir needed to be upgraded to allow for the formation of chloramines in the water leaving the reservoir. The previous system only had the ability to use free chlorine as a disinfectant as there was no ammonia storage or metering pumps, nor a control system that would allow the operators to dose the appropriate blend of chemicals to achieve proper chloramination. Chloramines are desirable because they slow the creation of disinfection byproducts (DBPs) that are regulated by the State. The District had not seen issues with DBPs based on system sampling prior to the covers being installed, but the choice to convert from free chlorine to a chloramine-based system was a sound operational decision as the imported water we put in the system is all chloramine based. Mixing chloramines with free chlorine can have negative impacts on the system residual where the two different water types meet.

In 2011 the District issued a design contract to Infrastructure Engineering Corporation (IEC) to perform the design of an upgrade chloramination facility. IEC completed the design and the work was contracted out to Falcon Engineering and was completed on or about March 2012.

For the first few years of operations, the District's operators had a difficult time achieving a stable chloramine residual using the installed equipment. Working with IEC, a variety of solutions were tried with modest results. The system relies on an in conduit mixing system that has a very short lay length of pipe for the chloramine mixing to take place. In addition, the flow rates out of the reservoir are highly variable – sometimes the flow rate will change by thousands of gallons per minute over very short time intervals. The control system, however, relied on readings from a Hach APA6000 Monochloramine Analyzer that can only produce an accurate read approximately once every five minutes.

While in theory this configuration could work, there was one variable left out in the original design – reservoir stratification. In such a large reservoir, subtle changes in temperature and water quality can lead to a poorly mixed reservoir. Cooler, denser water will settle to the bottom of the reservoir and successive layers of water with slightly different chemistry will be present in the water column up to the top. With a large black surface, the top layer of water can be significantly warmer than what is at the bottom. Absent mixing, certain layers of water can age quite differently than other layers. The chloramination system has no mechanisms to deal with changes in influent water quality to the system and this is one of the factors that has created issues with the operation of the system.

In the early years of operating the system, the District's operators would shut down the chloramine system as in many cases it was causing more problems than it was solving. Numerous attempts to adjust operational parameters were tried but to no avail. In late 2016 and early 2017 District staff with the help of the engineering firm Hazen and Sawyer studied water quality factors when the system was run with free chlorine only. This evaluation determined that there was no appreciable increase in DBP formation. At that time the decision was made to run the system as free chlorine until such time that a solution could be identified.

In 2017, the District was notified by the State Division of Drinking Water (DDW) that they would like us to restart the chloramination system. The District responded by saying that we were working on it but there is no regulatory requirement to run the system as chloramines as long as our DBP levels were within the standard – which they were. DDW replied by saying that this was correct, but that since the project was funded in part through State Revolving Fund loans it had to be operated until the loan was paid off. Staff indicated that we would continue to work on a solution. A letter from the District to DDW identified a range of potential solutions including mixing the reservoir.

A series of meetings was held with IEC to discuss the design and they indicated that their design was appropriate. While there could be some debate in that regard, when considering the lack of mixing in the very large reservoir, staff determined that any residual management system would struggle if the incoming water quality changed along with the flow rates.

DESCRIPTION

For some time, staff has been taking a two-pronged approach to the issue. The first was to identify a cost-effective mixing solution for the reservoir. This action letter is related to the mixing portion of the effort. The second task was to identify what changes are needed in the disinfectant dose control system to provide stable operations of the system. Staff has identified a possible solution to that matter, but unless and until the reservoir is mixed whatever system is installed will face the same challenges as the previous system. It is possible that by mixing the reservoir properly the existing control system can perform adequately. For this reason, it is staff's recommendation to move forward with mixing the reservoir and then see how the existing system performs before making any investments in any upgrades.

The District has experienced residual issues at remote reservoirs where water age can impact water quality. Our Magee tank is the most remote tank we operate, located well east of Pala Temecula Road, and had chronic water quality concerns for a number of years. In March 2015, the District contracted with our tank maintenance firm, Suez, to install a PAX mixing system at the Magee tank. This mixer continuously mixes the tank so there is less than one-degree temperature difference from top to bottom, thus ensuring that there is no thermal stratification in the water column. This mixer has performed well as the System Operators report a significant decline in water quality issues at that tank.

Mixing a 6-million-gallon tank that is cylindrical in shape is one thing but mixing a 150 MG reservoir that is irregularly shaped is another thing entirely. During their participation at the 2018 AWWA Conference and Exhibition, the District's engineering staff and General Manager met with a number of firms that provide reservoir mixing systems. Some vendors had offerings that were not well suited to our application, and after a series of discussions staff narrowed the field down to two primary vendors: Suez (PAX mixer) and Kasco Marine. The mixers supplied by each company are quite different in design and operation, so any solution using these mixers required significant design and installation input from the respective manufacturer.

Staff held several scoping meetings with both firms to get to the point where each could present a proposal for mixing the reservoir. In standard shaped and smaller sized reservoirs an engineering firm would go through the process of creating a model of reservoir mixing using Computational Fluid Dynamics (CFD). However, all involved realized that with the size and irregularity of this reservoir, the process of creating

and calibrating a CFD model of the reservoir could easily cost \$1 million or more – way more than the project itself. For this reason, the proposal development process continued without a CFD model.

Over the course of the last 12 months, staff has worked with both firms to refine how each system would be constructed and operate. These efforts have identified some innovative ways to make the project more cost effective. Tim Bershauer with CPC Systems (Kasco Marine’s rep in our region) developed the concept to use our existing rainfall removal pump power systems to feed power to the new mixers. After careful review our electrical staff has validated that this concept will work – and reduced the cost of getting the mixers installed by up to 50%.

Discussions with both firms continued through the end of August 2020 when staff made the determination that the CPC Systems/Kasco Marine proposal (Attached to Professional Services Agreement in Exhibit A) offered the best solution for our situation. While the Suez proposal was compelling and we thank them for their participation in the process, ultimately the CPC Systems/Kasco proposal edged out the Suez solution.

The table below summarizes the two proposals:

Item	CPC Systems/Kasco	Suez
Mixer Type	Certi-Safe Mixer	Pax PWM250 Mixer
# of mixers	9 (with option to 12)	6
Power/Controls	Powered by cover pump circuit	Powered by cover pump circuit
Mixer Support	stand on bottom of reservoir	Self righting sytem sitting on bottom
Access	Through hatch	Through hatch
Cost per mixer	Lower	Higher
Availability for repair/replacemnt	Near immediate - in stock	longer lead time
Complexity of design	Lower	Higher
Staff comfort level with mixer	Higher	Lower

There are a number of key factors that developed the staff recommendation for the CPC Systems/Kasco solution:

- The Kasco mixer is a very well known system with many thousands of installations across the country. The non-potable water version of this same mixer is used to keep marinas free of ice in cold weather environments as well as for water quality in lakes and ponds. The device itself is simple – with just a motor and an impeller similar to a boat prop (with appropriate guard cage). The PAX mixer is innovative, but not well understood by staff and has a much smaller installed base.
- The reservoir mixing system involves a unique, highly specialized equipment and control system, requiring the vendor to design the method of installation, with significant input from the respective manufacturer, to meet the unique needs of the product application for a large irregularly shaped reservoir. The District conducted an extensive, multi-year review of the only two viable systems available in the market. Further proposals and negotiations would be impractical, work an undesirable incongruity, and not produce a competitive advantage.
- The Kasco mixers are both cheaper to purchase individually but are also very repairable with a one week turn around on repairs. Should a replacement be needed they are on the shelf ready to ship at all times, which is important for long term operations of the system.
- The CPC Systems/Kasco team’s proposal was much more detailed in terms of the precise details on electrical panel layouts and how the electrical systems would work. This will reduce the need for additional engineering work or change orders moving forward.
- The CPC Systems/Kasco solution uses only three of the four existing cover pump electrical panels where the Suez proposal uses all four. Since performing a CFD analysis was impractical, should the mixing provided in the current proposal be insufficient we can add more mixers quite easily. It should be noted that all parties expect this solution to work, but there is a small level of uncertainty.

- Finally, staff had discussions with a Kasco customer mixing a smaller (50MG) but similar reservoir in Orange County and they reported excellent performance from the system.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management - this project will allow the Morro Reservoir to be used to its full capacity with the potential to resolve ongoing residual management issues at the reservoir. Once the mixing system is installed District staff will ensure that it is operating correctly and then restart the existing chloramination system. Our preferred outcome would be that the mixing will resolve many of the issues we face at the reservoir, but the potential for additional modifications to the disinfectant control systems may be part of the second phase of this project.

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

This project will be funded through Water CIP and is part of the Five-Year Water CIP Plan. GL Project # 600035. Total CIP Budget is \$250,000.00. The total contract amount is to \$232,998.00.

The Board has several options:

1. Approve a Professional Services Agreement with CPC Systems Inc in the amount of \$232,998.00 for the installation of water quality mixers at the Morro Reservoir and authorize the General Manager to execute the contract.
2. Provide feedback to staff for consideration at a later date.
3. Determine not to move forward with the reservoir mixing project.

STAFF RECOMMENDATION

Staff recommends approval of Option 1



Tom Kennedy
General Manager

9/22/20



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

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Morro Reservoir Mixing System Project (Project)
Project No. _____, Contract No. _____**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the **RAINBOW MUNICIPAL WATER DISTRICT**, a municipal water district, hereinafter designated as "**DISTRICT**", and **CPC SYSTEMS** hereinafter designated as "**SPECIALIST**."

RECITALS

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PROFESSIONAL SERVICES PROVIDED BY SPECIALIST.

- 1.1** The professional services to be performed by SPECIALIST shall consist of the following: Provide all labor and specialized configuration services to design, configure, install, and provide commissioning services for equipment related to the District's Morro Mixing System Project. The range of specialized services will include, but is not strictly limited to, the procurement and installation of all equipment, materials, and labor, necessary to

construct and place into service a Kasco Reservoir Mixing System consisting of nine (9) 2.0 HP mixers with local controls and power conditioning equipment at the 150 Million Gallon Morro Reservoir site. It is the SPECIALIST'S responsibility to provide all necessary equipment, material, and labor to complete the work. The scope of services is more particularly defined in the SPECIALIST'S proposal, attached and made a part hereof. Any additional services must be agreed to by the parties in writing as set forth in Section 19, as an amendment to this Agreement.

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

2. TERM AND TIMING REQUIREMENTS.

- 2.1 This Agreement will become effective on the date stated above and will continue in effect until the earlier of the completion of services provided for in this Agreement or until terminated as provided under Section 14 of this Agreement.
- 2.2 Performance of work under this Agreement shall commence immediately and be complete by December 31, 2020 unless otherwise modified in writing as set forth in Section 19. Failure by SPECIALIST to strictly adhere to these timing requirements may result in termination of this Agreement by the DISTRICT.
- 2.3 SPECIALIST shall submit all requests for extensions of time for performance in writing to the General Manager no later than two (2) business days after the commencement of the cause of any unforeseeable delay beyond SPECIALIST'S control and in all cases prior the date on which performance is due if possible. The General Manager shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond SPECIALIST'S control.
- 2.4 For all time periods not specifically set forth herein, SPECIALIST shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, e-mail or mail.

3. STUDY CRITERIA AND STANDARDS.

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

4. INDEPENDENT CONTRACTOR.

- 4.1 SPECIALIST'S relationship to the DISTRICT shall be that of an independent contractor in performing all services hereunder. The DISTRICT shall not exercise any control or direction over the methods by which CONTRACTOR shall perform its services and functions. The DISTRICT'S sole interest and responsibility is to ensure that the services covered in this Agreement are performed in a competent, satisfactory and legal manner. The parties agree that no services, act, commission or omission of SPECIALIST or its employee(s) pursuant to this Agreement shall be construed to make SPECIALIST or its employee(s) the agent, employee or servant of the DISTRICT. SPECIALIST and its employee(s) are not entitled to receive from the DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.
- 4.2 SPECIALIST shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment requirements with respect to SPECIALIST or its employee(s). SPECIALIST agrees to indemnify, defend and hold the DISTRICT harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) the DISTRICT suffers as a result of SPECIALIST'S failure comply with the foregoing.
- 4.3 SPECIALIST shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SPECIALIST shall report to the DISTRICT any and all employees, agents, and subcontractors performing work in connection with this Agreement, and all shall be subject to the approval of the DISTRICT.
- 4.4 SPECIALIST shall have no authority, express or implied, to act on behalf of the DISTRICT as an agent, or to bind the DISTRICT to any obligation whatsoever, unless specifically authorized in writing by the General Manager.

5. **WORKERS' COMPENSATION INSURANCE.**

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

6. **INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.**

- 6.1 To the extent and in any manner permitted by law, SPECIALIST shall defend, indemnify, and hold DISTRICT, its directors, officers, employees, and agents, and each of them free and harmless from any liability from claims, demands, loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of, related to or incident to, in whole or in part, any act or omission of SPECIALIST, including SPECIALIST'S officers, employees and agents, in connection with the services required by this Agreement, including without limitation, the payment of reasonable attorneys' fees and costs. All officers, agents, employees and subcontractors, and their agents, who are employed, contracted or otherwise utilized by SPECIALIST to perform services under this Agreement, shall be deemed officers, agents and employees of SPECIALIST. The foregoing indemnity, hold harmless and defense obligation of SPECIALIST shall apply except to the extent the loss, damage or injury is caused by the sole negligence or willful misconduct of an indemnified party.

- 6.2** To the extent and in any matter permitted by law, SPECIALIST shall defend, indemnify and hold the DISTRICT, its directors, officers, employees, authorized volunteers and agents, and each of them free and harmless from and against any and all claims, demands, actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, related to or incident to a breach of this Agreement, any assertion that any of the materials, services, hardware or software provided by SPECIALIST to the DISTRICT (“Specialist Products”) or the use thereof infringes any patent, copyright or proprietary right of any third party, or the violation of any governmental law or regulations, compliance with which is the responsibility of SPECIALIST.
- 6.3** SPECIALIST shall defend, at SPECIALIST'S own cost, expense and risk, any and all such aforesaid claims, demands, suits, actions or other legal proceedings of every kind that may be brought or instituted against the DISTRICT or the DISTRICT'S directors, officers, employees, and agents, and each of them. The DISTRICT shall be consulted regarding and approve of the selection of defense counsel. Should separate counsel be necessary for the DISTRICT, as determined by the DISTRICT, SPECIALIST shall be responsible to pay for the reasonable attorneys' fees and costs including expert fees, as such fees and costs are incurred, for the DISTRICT'S legal counsel in addition to SPECIALIST'S own legal fees and costs. In all circumstances, DISTRICT retains the right to retain its own attorneys.
- 6.4** SPECIALIST shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its directors, officers, employees, authorized volunteers and agents, and each of them, in any and all such aforesaid claims, demands, suits, action or other legal proceeding. SPECIALIST shall not agree without the DISTRICT'S prior written consent, to any settlement which would require the DISTRICT to pay any money or perform some affirmative act, including in the case of intellectual property infringement any payment of money or performance of some affirmative act to continue using the Specialist Products.
- 6.5** SPECIALIST shall reimburse DISTRICT and its directors, officers, employees, authorized volunteers and agents, and each of them, for any and all legal expenses and costs including attorneys' fees incurred by each of them in connection therewith or in enforcing the indemnity, hold harmless and defense obligation herein provided.
- 6.6** SPECIALIST agrees to carry insurance for this purpose as set forth herein including contract liability. Provision of insurance coverage as required by this Agreement shall not affect SPECIALIST'S indemnification, hold harmless and defense obligations. SPECIALIST'S indemnification, hold harmless and defense obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SPECIALIST, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. SPECIALIST'S indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any received by the DISTRICT or its directors, officers, employees, authorized volunteers or agents.
- 6.7** SPECIALIST'S indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

7. LAWS, REGULATIONS AND PERMITS.

- 7.1 SPECIALIST shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the services required by this Agreement. SPECIALIST shall be liable for and bear all costs resulting from, any violations of the law in connection with services furnished by SPECIALIST.
- 7.2 SPECIALIST shall comply with all of the following requirements with respect to any services performed as part of this agreement.
- a) SPECIALIST agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws") and any additional applicable California Labor Code provisions related to such services, including without limitation, payroll recordkeeping requirements. SPECIALIST and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Section 7.2 and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov/dslr>. Copies of the prevailing rate of per diem wages may be accessed at DISTRICT'S administrative office and shall be made available upon request. SPECIALIST shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the services described in this Section 7.2 of the Agreement available to interested parties upon request, and shall post and maintain copies at SPECIALIST'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, SPECIALIST shall forfeit, as a penalty to the DISTRICT, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by SPECIALIST, or any subcontractor under SPECIALIST, in violation of Prevailing Wage Laws. SPECIALIST shall defend, indemnify and hold the DISTRICT, its directors, officers, directors, employees, agents and authorized volunteers, and each of them, free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of SPECIALIST or its subcontractors to comply with Prevailing Wage Laws.
 - b) SPECIALIST and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by SPECIALIST or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code sections 1771.4(a)(3)(A) and 1776, including any required redactions. SPECIALIST shall keep the DISTRICT informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. SPECIALIST shall inform the DISTRICT of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due SPECIALIST.

- c) Eight (8) hours of work shall constitute a legal day's work. SPECIALIST and any subcontractors shall forfeit, as a penalty to the DISTRICT, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by SPECIALIST or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of SPECIALIST and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.
- d) SPECIALIST'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by SPECIALIST or any of SPECIALIST'S subcontractors. If applicable to the services performed under this Agreement, SPECIALIST shall comply with such apprenticeship requirements and submit apprentice information to the DISTRICT. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) or Three Hundred Dollars (\$300), depending on the circumstances, for each calendar day of non-compliance pursuant to section 1777.7.
- e) SPECIALIST must be and must require all subcontractors performing services described in this Section 7.2 to be, registered with and have paid the annual fee to the DIR prior to the execution of this Agreement pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project, be awarded a contract for public work on a public works project, or perform services described in this Section 7.2, unless registered with the DIR pursuant to Labor Code Section 1725.5. The performance of services described in this Section 7.2 is subject to compliance monitoring and enforcement by the DIR.
- f) SPECIALIST shall require any subcontractors performing services described in this Section 7.2 of the Agreement to comply with all of the requirements stated in this this Section 7.2, including the subsections thereunder.

8. SAFETY.

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

9. INSURANCE.

9.1 INSURANCE COVERAGE AND LIMITS.

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

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

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

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

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

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

- a) The DISTRICT, its directors, officers, employees, or authorized volunteers are to be covered as insureds on the CGL and auto policies with respect to liability arising out of automobiles owned, leased, hired, or borrowed by on or behalf of

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

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

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

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

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

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

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

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

10. **NO CONFLICT OF INTEREST.**

If SPECIALIST is providing services related to a DISTRICT project, SPECIALIST shall not be financially interested in any other contract necessary for the undertaking of the project. For the limited purposes of interpreting this section, SPECIALIST shall be deemed a "district officer or employee", and this section shall be interpreted in accordance with California Government Code Section 1090. In the event that SPECIALIST becomes financially interested in any other contract necessary for the undertaking of the project, this Agreement shall be null and void and DISTRICT shall be relieved of any responsibility whatsoever to provide compensation under the terms and conditions of any such contract for those services performed by SPECIALIST.

11. **OWNERSHIP OF DOCUMENTS AND MATERIALS.**

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

12. **CONFIDENTIAL INFORMATION.**

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

13. **COMPENSATION.**

- 13.1 For services performed by SPECIALIST in accordance with this Agreement, DISTRICT shall pay SPECIALIST on a time and materials basis and in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement. **SPECIALIST'S compensation for all services performed in accordance with this Agreement shall not exceed the total contract price of \$232,998.00.** No services shall be performed by SPECIALIST in excess of the total contract price without prior written

approval of the General Manager. SPECIALIST shall obtain approval from the General Manager prior to performing any services that result in incidental expenses to DISTRICT.

13.2 SPECIALIST shall maintain accounting records including the following information:

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

13.3 SPECIALIST'S accounting records shall be made available to the DISTRICT Accounting Manager, for verification of billings, within a reasonable time of the Accounting Manager's request for inspection.

13.4 SPECIALIST shall submit monthly (once per month) invoices to DISTRICT. DISTRICT shall make payments to SPECIALIST not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the General Manager. ***Each application for partial payment shall be accompanied with a Progress Report summarizing the status of the services performed.***

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

14. TERMINATION OF AGREEMENT.

14.1 If DISTRICT ("demanding party") has a good faith belief that SPECIALIST is not complying with the terms of this Agreement, the DISTRICT shall give written notice of the default (with reasonable specificity) to SPECIALIST and demand the default to be cured within ten (10) calendar days of the notice.

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

14.3 In the event of a material breach of any representation or term of this Agreement by SPECIALIST that is not curable or results in a threat to health or safety, the DISTRICT may immediately terminate this Agreement by providing written notice and without a cure period.

14.4 Upon termination, the DISTRICT shall pay SPECIALIST for any services completed up to and including the date of termination of this Agreement, minus any costs reasonably incurred by the DISTRICT related SPECIALIST'S services under this Agreement, in accordance with Section 13 regarding compensation. The DISTRICT shall be required to compensate SPECIALIST only for services performed in accordance with the Agreement up to and including the date of termination.

15. ASSIGNMENT AND DELEGATION.

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

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

16. AUDIT DISCLOSURE.

Pursuant to Government Code section 8546.7, if the Agreement is over Ten Thousand Dollars (\$10,000), it is subject to examination and audit of the State Auditor, at the request of the DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment under the Agreement. SPECIALIST shall cooperate with any such examination or audit at no cost to the DISTRICT.

17. ENTIRE AGREEMENT.

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

18. INTERPRETATION OF THE AGREEMENT.

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

18.2 SPECIALIST shall be responsible for complying with all applicable Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

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

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

19. AGREEMENT MODIFICATION.

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

20. DISPUTE RESOLUTION.

Upon the written demand of either party, any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall first be submitted to mediation the cost of which shall be borne equally by the parties, if not resolved pursuant to the Government Claims Act, Government Code Section 900 et seq. if applicable, and prior to the commencement of any legal action or other proceeding. Any mediation shall take place in the State of California, County of San Diego, and shall be concluded within sixty (60) calendar days of the written demand, unless such time is extended by mutual written consent of the parties. Nothing herein waives or excuses compliance with the California Government Claims Act.

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

21. JURISDICTION, FORUM AND VENUE.

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

22. MAILING ADDRESSES.

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

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

**SPECIALIST: Tim Berschauer
CPC Systems
15861 Business Center Drive
Irwindale, CA 91706
Phone: (626) 856- 1157**

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

23. SIGNATURES.

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

24. COUNTERPARTS.

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

25. ATTORNEYS' FEES.

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

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

CPC

RAINBOW MUNICIPAL WATER DISTRICT

By _____
SPECIALIST

By _____
TOM KENNEDY, GENERAL MANAGER

PRINT NAME

Date: _____

Date: _____

Attest: Executive Secretary

Federal Employer ID #

Approved as to Form:
General Counsel

NOTARY ACKNOWLEDGEMENT OF SPECIALIST MUST ACCOMPANY THIS DOCUMENT

PROPOSAL AND EXHIBIT A

Attached



15861 Business Center Drive
Irwindale, CA 91706 USA
Phone: (626) 856-1157
Fax: (626) 856-5658
estimating@cpcsystemsinc.com
www.cpcsystemsinc.com
Class "A" and C-10 Contractor · CA Lic. No. 947472

Sent Via E-Mail 7/31/20

July 31, 2020

Rainbow Municipal Water District
3797 Old Highway 395
Fallbrook, CA 92028

Attention: Tom Kennedy, General Manager

Subject: RAINBOW MUNICIPAL WATER DISTRICT
KASCO RESERVOIR MIXING SYSTEM INSTALLATION:
MORRO RESERVOIR

REFERENCE: CSI QUOTATION CSIQ 00563SFC, REV1

At the request of Rainbow Municipal Water District hereinafter referred to as "OWNER", we hereby present our proposal to perform work in accordance with the following:

Photos of Existing Electrical & Reservoir Details
Phone, Web, and Jobsite Meetings
Drawings and Existing Equipment Schematics from OWNER as available

CPC Systems, Inc. as pertaining to this proposal shall be referred to as "CONTRACTOR". CPC Systems, Inc. shall provide overall project management, design (as detailed below) and construction services as defined below.

Background

OWNER has experienced thermal stratification and loss of disinfectant residuals leading to water quality concerns in the 150 MG Morro Reservoir for many years and wishes to add dynamic mixing inside the reservoir to homogenize the water contained therein.

Purpose

The purpose of this project is to design, supply, and install the electrical and mechanical provisions necessary to blend and thereby improve the water quality in the 150 Million Gallon Morro Reservoir.

Scope

The CONTRACTOR will enter into a "Design/Build" agreement with the OWNER to perform the scope of work described below. The CONTRACTOR shall provide all equipment, materials, and labor, necessary to construct and place into service a Kasco Reservoir Mixing System consisting of nine (9) 2.0 HP mixers with local controls and power conditioning equipment at the 150 Million Gallon Morro Reservoir site. It is the CONTRACTOR's responsibility to provide all necessary equipment, material, and labor to complete the work. Exhibit "A" – Bill of Materials, is provided for informational purposes only to describe quality and type of materials provided in this proposal.

CPC SYSTEMS, INC.
 RAINBOW MUNICIPAL WATER DISTRICT
 INSTALATION OF KASCO MIXING SYSTEM AT MORRO RESERVOIR
 CSIQ 00563SFC, Rev1
 JULY 31, 2020

BID ITEM 1 – INSTALLATION SERVICES DETAIL FOR MORRO RESERVOIR

Work under this item includes all labor, materials and equipment necessary to complete the following tasks:

- Provide, install and put into service Nine (9) 2.0 HP Kasco NSF-61 “Certisafe” Submerged Mixers with RM series floor mount kit, retrieval chain, power cord and surface mounted junction box
- Provide, install and put into service three (3) custom designed and built NEMA 4X 304 SS Multiplex Local Control Panels with 480 VAC 3-phase to 230 VAC single-phase transformers capable of automatically alternating power from existing cover drain pumps to three mixers each
- Provide and install dedicated power cable runs to each mixer junction box (9 runs) using SOOW Rated (UV, Water & Oil resistant) 10/3 Black Wire/Cable (approximately 3200 total feet)
- Deploy Kasco Mixers inside reservoir access hatches and secure recovery chain to anchor point inside hatch.
- Make all electrical and mechanical connections, start & test new mixers.

BID ITEM 2 – EQUIPMENT START-UP AND TRAINING SERVICES:

Work under this item includes all labor, materials and equipment to complete the following tasks:

- CONTRACTOR shall provide equipment start-up and testing including:
 - (2) Man-Day Start-Up, Testing, and Training of the new Kasco Mixing Systems

PRICE OF OFFERING:

The following summarizes the total price for a complete project as described above by the CONTRACTOR:

Bid Item	CATEGORY	PRICE	UOM
1	Electro-Mechanical Installation Services:	Included	LS
2	Start-Up and Training Services	Included	LS
TOTAL BID AMOUNT		\$232,998.00	LS

NOTES, CLARIFICATIONS, EXCEPTIONS

Anything not specifically stated as included above is considered NOT included by CONTRACTOR.

Pricing shall be valid for a period of 90-days from this date. Above Price is inclusive of all Sales and Use Taxes, freight and work during normal business hours.

Terms: OWNER shall make monthly payments as agreed in the final executed purchase order or if not agreed: 10% due upon mobilization, additional payments of 95% for services rendered during that month to be paid by the 10th of the following month for 95%. Final payment will be made within 30 days after completion and acceptance of the completed work.

Performance: It is mutually understood and agreed by CONTRACTOR AND OWNER that the degree of homogeneity the Kasco mixing system will deliver to the body of water contained in Morro Reservoir can not be calculated or estimated without a full CFD analysis, the cost of which makes it prohibitive. Both parties enter this project with the understanding that to some degree, it is “experimental”. Adjustments to mixer placement, quantity, etc. will be made available at additional charges if necessary.

CPC SYSTEMS, INC.
RAINBOW MUNICIPAL WATER DISTRICT
INSTALATION OF KASCO MIXING SYSTEM AT MORRO RESERVOIR
CSIQ 00563SFC, Rev1
JULY 31, 2020

General Terms and Conditions

1. This proposal is conditioned upon the use of an OWNER-furnished purchase order acceptable to all parties.
2. This proposal includes costs for typical insurance policies: General Liability (\$2MM / \$4MM) and Automobile (\$1MM) with additional insured as requested along with standard Worker's Compensation (\$1MM) coverage. Additional insurance coverage may be at an additional cost.
3. The duty to indemnify shall not extend to the acts of willful misconduct, active, passive, or sole negligence, on the part of the OWNER or anyone associated with him.
4. The handling, mitigation, and remediation of hazardous materials is excluded.
5. The CONTRACTOR will not proceed with any extra work prior to receipt of written authorization from the OWNER including confirmation that the CONTRACTOR will be compensated for the extra work.
6. Any and all claims, controversies, or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the CONTRACTOR and authorized Representative of the OWNER (parties) shall then be submitted to confidential non-binding mediation with written notice in accordance with the rules and procedures for mediation then in effect under either JAMS for Mediation or the Construction Industry Mediation Rules of the American Arbitration Association.

We appreciate the opportunity to work with you on this and future projects. We will do our best to complete your project in as efficient a manner as possible.

Any questions, please contact us at your earliest convenience.

Sincerely,

CPC SYSTEMS, INC.

Timothy A Berschauer

Tim Berschauer
Field Sales Representative

Encl: Exhibit "A" BOM,

Cc: File

CPC SYSTEMS, INC.
 RAINBOW MUNICIPAL WATER DISTRICT
 INSTALATION OF KASCO MIXING SYSTEM AT MORRO RESERVOIR
 CSIQ 00563SFC, Rev1
 JULY 31, 2020

EXHIBIT "A"
PROPOSED BILL OF MATERIALS

Source	Qty	Type	P/N	Description
Kasco	9	Ea	8400C61100	Kasco Certisafe 2.0 HP Mixer - 100'
Kasco	9	Ea	RM-100	Kasco Floor Mount Kit
Kasco	9	Ea	Custom	Cord & Chain Slack-Control Mechanism
Wang	3	Ea	Custom	304 SS NEMA 4X Pump/Mixer Alternator LCP & Transformer
Royal	3200	FT	SO10/3	SOOW Rated 10/3 Black Wire/Cable
Royal	30	Ea	3M #2136	3M 1.5OZ RESIN POTTING KIT
Royal	18	Ea	HUBWD 02416007	SUPPORT GRIP .58-.68
Royal	9	Ea	N/A	NEMA 4X Junction Box
Royal	27	Ea	HUBWD 07401018	DELUXE CORD GRIP

BOARD OF DIRECTORS

September 22, 2020

SUBJECT

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

BACKGROUND

The General Manager’s contract includes a provision for annual cost of living adjustments based on the average of 12 month increases in CPI reported in the most recent twelve months, which is 1.8%

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018											2.8		3.4	3.0	3.7
2019	2.6		2.2		3.8		1.4		1.7		2.6		2.4	2.8	1.9
2020	2.3		1.8		.3		2.1							1.3	

Source: https://data.bls.gov/timeseries/CUURS49ESA0&output_view=pct_12mths (database results above)

The General Manager’s current rate of pay is \$9,366.66 biweekly (\$243,533.16 annually)

A 1.8% cost of living adjustment would increase the General Manager’s pay rate to \$9,535.26 biweekly (\$247,916.76 annually).

The Board has discretion to make additional compensation changes based on the performance evaluation of the General Manager.

DESCRIPTION

The Board may take action regarding the appointment, employment, performance or compensation of the General Manager.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

California Government Code §54953(c)(3) requires that prior to taking final action, the Board shall orally report a summary of the recommendation for a final action on the salaries or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken.

BOARD OPTIONS/FISCAL IMPACTS

A member of the Board is required to orally report the summary of the recommendations before taking action.

Option 1: For the contracted Cost of Living Adjustment (COLA) only, read aloud:

“I move to approve an increase to the General Manager’s salary by a 1.8% cost of living adjustment in accordance with the existing contract between Rainbow Municipal Water District and Tom Kennedy. The General Manager’s annual salary will increase from \$243,533.16 to \$247,916.76 beginning August 28, 2020.”

Option 2: For discretionary merit salary increase and/or bonus in addition to the COLA, read aloud the applicable sections below with the recommended amounts inserted:

“I move to approve an increase to the General Manager’s compensation by:

- a 1.8% cost of living adjustment to the annual salary in accordance with the existing contract between Rainbow Municipal Water District and Tom Kennedy; and*

[read only the applicable line(s) below]

- a base pay merit increase, to bring the General Manager’s annual salary to \$_____ beginning August 28, 2020; and/or*
- a one-time lump sum discretionary bonus in the amount of \$_____ to be paid on September 10, 2020.”*

STAFF RECOMMENDATION

Staff defers to the Board for discussion and possible action.



Karleen Harp, COSM
Human Resources Manager

September 22, 2020

BOARD OF DIRECTORS

September 22, 2020

SUBJECT

INITIAL REVIEW OF PROPOSED AMENDMENTS AND UPDATES TO ADMINISTRATIVE CODE TITLE 3 – BOARD MEETINGS

DESCRIPTION

As part of the ongoing process, staff conducted a review of RMWD's Administrative Code Title 3 and found changes needed to bring the policies into alignment with current practices as well as minor typographical, grammatical, and formatting updates.

This item is to provide an opportunity for an initial review of the changes being proposed by staff and provided feedback and input prior to bringing Administrative Code Title 3 back to the Board for approval consideration at the October regular Board meeting.



Tom Kennedy, General Manager

September 22, 2020

Title 3
BOARD MEETINGS

Chapters:

- 3.01 ~~Meetings~~ Schedules
- 3.02 ~~Board Meeting~~ Agendas
- 3.03 ~~Board Meeting~~ Conduct
- 3.04 Board Actions and Directions
- 3.05 ~~Minutes of Board Meeting~~ Minutes
- 3.06 Confidentiality of Board Closed Sessions

Section 3.01.010 Regular Meetings

All regular meetings of the Board of Directors will be conducted in the Board room of the District at 3707 Old Highway 395, Fallbrook, California 92028.

The date and time of the regular meetings shall be established by the Board of Directors at the last Board meeting of each calendar year.

3.01.010.01 Schedule

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

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

3.01.010.02 Open Sessions

Each regular meeting will include an Open Session. Open Sessions are for the purpose of discussing in an open forum any matters that are not of confidential nature as permitted by law and are open to the public.

Although the Board is not prohibited from taking testimony at regular meetings on matters not on the agenda which a member may wish to bring before the Board, the Board cannot not discuss or take action on such matters at that meeting but may briefly respond, ask a question for clarification, make an announcement, report his or her own activities, refer the item to staff for follow-up, or place it on a future agenda for discussion and action.

A time limit may be imposed on the speaker by the meeting Chairperson at their sole discretion.

3.01.010.03 Closed Sessions

The Board, General Manager, or District Counsel may schedule a Closed Session as part of any regular meeting. Closed Sessions are for the purpose of discussing confidential matters as permitted by law and are closed to the public.

Closed Sessions may be scheduled for any time during a regular meeting. The start time of each Closed Session shall be determined by the Chairperson after conferring with the General Manager and District Counsel regarding the estimated time necessary to adequately discuss the agenda items. Once a start time has been determined, this information as well as the topics to be discussed will be provided on the regular meeting agenda.

Closed Session scheduled for the beginning of a regular meeting may conclude before or after the Open Session start time; however, Open Session will not begin prior to the Open Session start time.

*M:\Administration\Confidential\Administrative Code Working Docs\Board Secretary Administrative Code Working File\Drafts Not Approved\Title 3\Redline\Regular Meetings 3.01.010.docx\rmwd-b\Store03\BoardFiles\Board Secretary\Administrative Code Working File\Board Admin Code 2005-2006\Regular Meetings 3.01.010.doc\Approved 8-3-05 by Ordinance No. 05-07\8-3-05\Amended and Updated 1-13-06 by Ordinance No. 06-01; Revised 1-13-06\Amended and UpdatedApproved 12-5-06 by Ordinance No. 06-11\Amended and UpdatedApproved 1-23-07 by Ordinance No. 07-02\Amended and UpdatedApproved 8-28-07 by Ordinance No. 07-12\Amended and UpdatedApproved 11-7-07 by Ordinance No. 07-18\Amended and UpdatedApproved 12-2-08 by Ordinance No. 08-17\Amended and UpdatedApproved 5-26-09 by Ordinance No. 09-08\Amended and UpdatedApproved 7-28-09 by Ordinance No. 09-14\Amended and UpdatedApproved 1-22-13 by Ordinance No. 13-01\Amended and UpdatedApproved 11-18-14 by Ordinance No. 14-08\Amended and UpdatedApproved 1-24-17 by Ordinance No. 17-01***DRAFT**

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

Prior to adjourning to the Closed Session there shall be a public comment period to allow interested members of the public the opportunity to comment only on those items on the Closed Session agenda.

~~The Regular Meeting Open Session will not start before 1:00 p.m.~~

A second public comment period will be held at the beginning of Open Session to allow interested members of the public an opportunity to directly address the Board on any item of interest to the public.

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

3.01.010.04 Agenda Item Order

The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

Section 3.01.020 Special, Adjourned and Emergency Meetings

Special, adjourned and emergency meetings of the Board of Directors may be called as provided by law, and in accordance with the provisions of the Brown Act, Government Code ~~s~~Section 54950 *et seq.*

3.01.020.01 Special Meetings

Special meetings may be called by the President or by a majority of the members of the Board as permitted by Government Code ~~s~~Section 54956. The President shall set the time and place for any special meeting of the Board of Directors. The President shall have final approval on the contents of the agendas for all special, adjourned and emergency meetings of the Board. Directors shall be notified of special meetings by the Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting at the District Headquarters. The Secretary shall post an agenda containing a brief, general description of each item of business to be transacted or discussed at special meetings, including the items to be discussed in closed session. The posting shall be freely accessible to the public.

3.01.020.02 Adjourned Meetings

A regular meeting may be adjourned by the Board or by the Secretary if less than a quorum is present to another time. An adjourned regular meeting is a regular meeting if held within five days of the regular meeting. If the adjourned meeting is held more than five days after the regular meeting, a new agenda shall be posted.

3.01.020.03 Emergency Meetings

An emergency meeting may be called by a majority of the Board pursuant to Government Code ~~s~~Section 54956.5 without twenty-four hour notice or posting of an agenda if necessary due to disruption or threatened disruption of District facilities by work stoppage, natural or crippling disaster or other activity severely impairing public health or safety as determined by a majority of the members.

Section 3.01.03020-01
Bi-Annual Organizational Meeting

The Board of Directors shall hold an organizational meeting at its regular meeting in January of the odd numbered year or as determined by the Board. At this meeting the Board will elect a President and Vice President from among its members and may appoint the Executive Assistant as its Board Secretary and the Finance Manager as its Treasurer to serve until the next biannual meeting ~~and may appoint the Executive Assistant as the Board's Secretary and the Finance Manager as its Treasurer.~~

Section 3.01.040
Availability of Information

~~3.01.040.1~~ The Chairperson and the General Manager shall insure that appropriate information and materials are available for the audience at meetings of the Board of Directors. This information includes, but is not limited to, the following:

~~A. 3.01.040.1.1~~ Agenda packages and other materials deemed appropriate by the Board of Directors, e.g. draft budgets for budget workshops, shall be made available to any interested member of the public ratepayer who makes a request ~~in writing~~.

~~B. 3.01.040.1.2~~ Members of the public who would like to receive agendas as well as agenda packets on a recurring basis throughout the calendar year may submit a request form with the Executive Assistant/Board Secretary. Said written request shall be in effect for the calendar year in which it is made, and shall be renewed annually to continue regular receipt of the materials.

~~C. 3.01.040.1.3~~ Sufficient copies of any materials provided at meetings of the Board of Directors shall be made and readily available for those attending said meetings. ~~these materials shall be made to provide for the list of those having made requests.~~

~~D. 3.01.040.1.4~~ One additional copy of the agenda packages will be made readily available for each division (5) will be made available to the first non-subscribers from that division upon requesting one.

~~E. 3.01.040.1.5~~ Subscribers will be notified by e-mail, fax, or telephone when materials are available.

~~3.01.040.1.6~~ Staff shall provide materials to interested parties within 24 hours of receipt by the Board of Directors.

~~3.01.040.1.7~~ A copy of Resolution No. 05-06 shall be kept along with a current list of recipients, at the District's front desk.

Section 3.01.030
Agenda Items Order

The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

Moved to Regular Meetings Section 3.01.010.04

Chapter 3.02
BOARD MEETING AGENDAS

Sections:

- 3.02.010 Board Meeting Agendas**
- 3.02.010.01 Agenda Preparation**
- 3.02.010.02 Requests for Agenda Items**
- 3.02.010.02.1 Requests Made by Board of Directors**
- 3.02.010.02.2 Requests Made by Members of the Public**
- 3.02.010.03 Taking Testimony**
- 3.02.010.04 Time Limits**
- 3.02.010.05 Posting of Agenda**
- 3.02.010.05.1 Regular Meetings**
- 3.02.010.05.2 Special Meetings**
- 3.02.020.01 Presentations from Board Invited Guests**
- 3.02.020 Time Limits**
- 3.02.030 Items Not on Agenda**
- 3.02.040 Posting of Agenda**

Section 3.02.010

Board Meeting Agendas

3.02.010.01 Agenda Preparation

–The General Manager, in cooperation with the Board President, shall coordinate preparation ~~prepare of~~ an agenda for each regular and special meeting of the Board of Directors.

3.02.010.02 Requests for Agenda Items

3.02.010.02.1 Requests Made by Board of Directors

Any Director may call the General Manager and request any item to be placed on the agenda no later than two weeks prior to the meeting date.

3.02.010.02.2 Requests Made by Public Members

–Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

(a) ~~_____ 3.02.010.2.1~~ The request must be in writing and be submitted to the General Manager or his/her designee together with supporting documents and information, if any, at least two weeks prior to the date of the meeting;.

(b) ~~_____ 3.02.010.2.2~~ No matter which is legally a proper subject for consideration by the Board of Directors in closed session will be accepted under this policy; Notwithstanding permission to request an item's placement on the agenda or to address the Board during public comment, for issues requiring closed session discussion as provided by law, no substantive discussion or action shall be taken by the Board until after the matter has been discussed by the Board in a duly noticed closed session.

~~_____ 3.02.010.2.3~~ The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed _____ for any one person to speak on the issue at the meeting.

3.02.010.03 Taking Testimony

–This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board; ~~however,~~ ~~–However,~~ the Board shall not ~~discuss or take action~~ or engage in substantive discussions on non-agenda items. The Board may request to place a matter on the agenda for a subsequent meeting, ask a question for clarification, provide a reference to staff or other resources for factual information, or direct staff to report back at a future date on such matters at that meeting.

3.02.010.04 Time Limits

The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting and may limit the time allowed for any one person to speak on the issue at the meeting.

3.02.010.054 Posting of Agenda

3.02.010.05.1 Regular Meetings

In accordance with the law, atAt least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at~~within~~ the District office or otherwise as provided by law.

3.02.010.054.24 Special Meetings

–The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting in the same location as stated for regular meetings.

Section 3.02.0~~20~~10.01
Presentations from Board Invited Guests

A Board member may request that a guest be invited to make a presentation to the Board of Directors subject to the approval of the request by the Board of Directors.

A Board member wishing to invite a guest to make a presentation will provide to the General Manager a brief description of the nature of the presentation.

Upon receipt of the request the General Manager will include the request in the next available agenda for Board consideration.

Section 3.02.020
Time Limits

~~The Board of Directors may place limitations on the total time to be devoted to public request issue at any meeting, and may limit the time allowed for any person to speak on the issue at the meeting.~~

Moved to Section Regular Meetings 3.01.010.02 and Agendas 3.02.010.04 Respectively

Section 3.02.030
Items Not on Agenda

~~This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which a member of the public may wish to bring before the Board which are not on the agenda. However, the Board shall not discuss or take action on such matters at that meeting.~~

Moved to Regular Meetings Section 3.01.010.02 and Agendas 3.02.010.03 Respectively

Section 3.02.040
Posting of Agenda

In accordance with the law, at least seventy two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review within the District office or as otherwise provided for by law.

The agenda for a special meeting shall be posted at least twenty four (24) hours before the meeting in the same location as stated above.

Moved to Agendas Section 3.02.010.05

Chapter 3.03
~~BOARD MEETING CONDUCT~~

Sections:

- 3.03.010** **Roberts Rules of Order, Revised**
- 3.03.020** **Time of Meeting**
- 3.03.030** **Conduct of Meetings**

Section 3.03.010
Roberts Rules of Order, Revised

Meetings of the Board of Directors shall be conducted by the Chairperson. The Board approved Rainbow Municipal District Parliamentary Procedures Policy as well as the latest of Robert's Rules of Order, Revised shall also be used as a general guideline for meeting protocol. District policies shall prevail whenever they ~~are in~~ conflict with Robert's Rules of Order, Revised.

RMWD Parliamentary Procedures Policy

Introduction

The Rainbow Municipal Water District is at its heart a service organization dedicated to the communities that make up the District. Part of our mission requires the Board of Directors and various committees to conduct open and public meetings in order to review information and make decisions about important topics facing the District. The manner in which these meetings are conducted is an important factor in the success of the organization.

There are multiple goals of the conduct of each meeting, including but not limited to:

- **Transparency** – the conduct of the meetings must be such that all participants must be able to have access to the information being considered by the Board. In addition, the deliberative process must be in accordance with the requirements of the Ralph M. Brown Act. Except for specific circumstances that require a closed session, the goal is for all deliberations to be done in public sessions with as much information available to the public as possible.
- **Public Input** – the input of the public is an important component in the deliberative process. Each meeting must allow for meaningful input from interested parties. It is also important that the nature and duration of the public input support the deliberative process rather than disrupt the meeting. All opinions are welcome, but communications that are designed to disrupt the meeting must be managed effectively to prevent disruptions.
- **Board/Committee Decorum** – in order to ensure that each member of the Board or committee is able to voice their option on each item under consideration, Board and committee members must conduct themselves in such a way that the rights of the others to speak are respected.
- **Effective Meeting Management** – effective Board and Committee meetings are generally characterized by a strong leadership role of the Board President or Committee Chair. Each person who is leading the meeting must understand the role that they play in the meeting and ensure that the activities of all participants in the meeting adhere to the policies outlined in this document. There can sometimes be a challenge when balancing the needs outlined above with the need for effective meeting management and the role of the leader of the meeting is important in managing this process.

Background

Section 3.03 of the RMWD Administrative Code outlines the policies of Board Meeting Conduct. This policy document is intended to serve as a supplement to the Administrative Code. In accordance with the Administrative Code, the basic conduct of the meeting will be in accordance with the latest version of Robert's Rules of Order, Revised (hereafter referred to as Robert's Rules). As most people are aware, Robert's Rules are very effective but also very limiting if followed exactly. They were designed for a particular purpose and some facets of Robert's Rules can conflict with the goals stated above. For instance, strict adherence to Robert's Rules would require a motion to be made and seconded before any discussion could be had on a particular course of action. While this may be an appropriate parliamentary procedure in some circumstances, if this practice were to be followed at an RMWD meeting, attendees may conclude

that since a motion was made prior to any discussion there must have been some back room deals leading to the motion. This is not what we want to project to the public.

To that end, this list of parliamentary procedures is intended to supplement and expand on Robert's Rules and provide guidance on how we can conduct orderly, effective, and transparent meetings at RMWD. For the purposes of this document, the Board President and Committee Chairpersons will be collectively referred to as the Chairperson. Board Members or Committee Members will be collectively referred to as Members.

Conduct of Meetings

Call to Order – the Chairperson will call the meeting to order at the time stated on the public notice for that meeting. The clock located in the Boardroom shall be the official clock for starting meetings. If there are Members that are running late, the Chairperson may delay the start of the meeting but such delays should not exceed ten minutes.

Pledge of Allegiance – The Chairperson shall lead the group in the recital of the Pledge of Allegiance. As an option, the Chairperson may designate another member or attendee to lead the Pledge of Allegiance. In order to lead the Pledge, the Chairperson or designee shall state "Please rise and join me in the Pledge of Allegiance" and then pause to allow attendees to stand up. Once the room is ready he or she shall state "Ready – Begin" and then recite the Pledge of Allegiance.

Roll Call and Establishment of a Quorum – The Board Secretary shall call the roll to determine if a quorum is present at the meeting. The default rule is that a quorum is one more than half the Board or Committee. So, for example, in a Regular Board meeting with a five-member body a quorum is three. When the Board has three members present, it can legally transact business. If the Board has less than a quorum of members present, it cannot legally transact business. For Committees with larger numbers of Members the quorum number will change accordingly.

If the Board or Committee has a quorum to begin the meeting, the Board or Committee can lose the quorum during the meeting when a member departs (or even when a member leaves the dais), and when that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

Opportunity for Public Comments on Items That are Not on the Agenda – The Chairperson shall announce that any person who wishes to speak about a topic that is not on the agenda may do so at this time. The Chairperson shall indicate that comments should be limited to three minutes and that speakers should fill out a speaker slip. Depending on the level of attendance at the meeting, the Chairperson may allow for comments to be presented without the use of a speaker slip, but this should be the exception rather than the rule. In addition, if there are a large number of speakers, the Chairperson may restrict the time limit in order to allow all speakers a chance to address the Board. Conversely, if there is limited attendance the Chairperson may allow for more than three minutes per speaker.

The Chairperson has the responsibility to remind speakers when their time limit has been reached. District staff will monitor the length of time of each speaker and inform the Chairperson when the time limit has been reached. The Chairperson will then inform the speaker that they must conclude their comments so that the meeting can proceed.

Use of AV System During Meetings – District staff shall prepare presentation materials for each meeting so that information about the item under consideration will be displayed on the screen while the item is under consideration. This is intended to allow all attendees to see which topic is under consideration and receive pertinent information about that topic. In some cases, the information displayed will be a short text summary of the item, but in other cases the staff will include more detailed presentations, maps, tables, and other information that is relevant to the deliberation process. In all cases, the intent of the information presented is to ensure that all parties have adequate information to understand the issues under consideration and the rationale for the decision that is ultimately made.

District staff will operate the AV system during the meeting.

Board or Committee Action Items – When considering any action, from approval of minutes, to consent calendar, to individual action items, the following process shall be followed:

- The Chairperson shall announce the title of the Action Item
- Staff shall provide a report on the details of the item. This could be as brief as a comment from the General Manager describing the nature of the item or a full staff presentation. In some cases, staff may have contractors or consultants present technical materials. Guest speakers from other agencies may also provide information at this time. The goal of this part of the process is to lay out the foundation of information needed for the Members to deliberate the situation. Members may ask questions of the presenters to clarify information at this time, but this would not be the time to express opinions on options that are presented.
- Once the staff report has concluded, the Chairman shall ask for public comments on the topic. The same rules related to public comments listed above shall apply. At the end of the public comment period, the Chairperson should make it clear to the attendees that they may not be allowed to speak on this topic again, so they should say what they need to say now as the Chairman may not allow an interruption of the deliberation of the Members afterwards.
- After both the staff presentation and public comments have concluded, the Members may begin to discuss technical aspects of the topic or get more information from staff about the staff recommendation. It is important to remember that this part of the process is for information gathering, not actually deliberating a decision. Actual deliberation should occur after a motion has been made and seconded. Each Member wishing to speak on the topic shall be recognized by the Chairperson as having the floor prior to speaking. Only one Member should speak at a time. This is not only to provide a respectful environment for dialogue, it is also to avoid having garbled recordings of the meetings. When multiple speakers talk at once, it is very difficult to understand what was said on the recordings. Members may ask other members brief clarifying questions without having the floor, but such interjections should be kept to a minimum.
- At any point during the discussion process, any Member may make a Motion regarding the action item. If a Motion is made, the Chairperson shall acknowledge the Motion and clarify the terms of the motion as needed. If another Member Seconds the motion in a timely manner, the Chairperson shall announce that there has been a Motion and Second and verbally state who made the Motion and the Second. This clarification of which

Member took which action is helpful for the audio recording and the development of meeting minutes. The Chairperson shall then call for any additional discussion. This is the point in time for Members to deliberate about the Motion on hand. Members may ask for further technical clarifications from staff about the motion as part of this process which will continue until the Chairperson “calls the question” for a vote.

- When voting, the Chairperson will verbally clarify the terms of the Motion and ask for a vote. In the case of an Ordinance, the vote shall be a roll call vote. The Chairperson may use a voice vote on an Ordinance as long as the audio record is clear as to how each Member voted. In any act of the group, the votes of each Member must be clearly recorded in our minutes, so roll call votes are generally the best way to go.

Participation by Public After the Public Comment Period Has Ended – From time to time a member of the public may wish to make a comment to the Members after the public comment period has ended. This situation can be a very productive part of the deliberative process, but it can also be a disruption to the deliberative process. The Chairperson must clarify the rules for attendees at each meeting and/or for each action item. For items where there are many attendees who may want to join into the deliberative process, the Chairperson should inform them during the public comment period that he or she will not allow further comment so as not to bog down the meeting. The Chairperson has the discretion to allow attendees to briefly speak at his or her discretion. It will be the responsibility of the Chairperson to manage the public input process so that the co-equal goals of public input and a constructive deliberation process are achieved.

Substitute Motions or Amendments to Motions – Within Robert’s Rules there is a labyrinth of methods to amend or substitute Motions and these processes can become very confusing. In order to create an environment where all parties can clearly understand the deliberative process, the Chairperson shall limit any amendments to any Motion to a single amendment and will not allow substitute Motions. If a Motion is made and Seconded, a Member may ask for an amendment to the Motion during the discussion phase. The request for Amendment shall be made to the originator of the Motion. If the originator of the Motion agrees with the requested amendment, the originator of the Motion shall clarify their revised Motion. If this revised Motion received a Second from another Member, discussion shall ensure until the question is called. If the revised Motion fails to receive a Second, the discussion shall revert to the original Motion and proceed from there.

At the time a vote is taken, the Chairperson shall again clarify the original and amended Motion, including which Members made the Motion and Second, and call for the vote.

Courtesy and Decorum (this section is adapted from “Rosenberg’s Rules of Order)

These parliamentary rules of are meant to create an atmosphere where the members of the Board or Committee and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chairperson and the members of the Board or Committee to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chairperson before proceeding to speak.

The Chairperson should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the Members of the Board or

Committee. Debate on policy is healthy, debate on personalities is not. The Chairperson has the right to cut off discussion that is too personal, too loud, or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chairperson may, however, limit the time allotted to speakers, including Members of the body. Can a Member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: “point of privilege.” The Chairperson would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

Order. The proper interruption would be: “point of order.” Again, the Chairperson would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chairperson moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chairperson makes a ruling that a Member of the Board or Committee disagrees with, that Member may appeal the ruling of the Chairperson. If the motion is seconded, and after debate, it passes by a simple majority vote, then the ruling of the Chairperson is deemed reversed.

Call for orders of the day. This is simply another way of saying, “Let’s return to the agenda.” If a Member believes that the Board or Committee has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chairperson discovers that the agenda has not been followed, the Chairperson simply reminds the Board or Committee to return to the agenda item properly before them. If the Chairperson fails to do so, the Chairperson’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chairperson may ask the person who seconded the motion if he or she wishes to make the motion, and any other Member may make the motion if properly recognized.

Section 3.03.020
Time of Meeting

All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

Section 3.03.030 Conduct of Meetings

The conduct of meetings shall, to the fullest possible extent, enable Directors to:

- (a) Consider problems to be solved, weigh evidence related thereto, and make wise decision intended to solve the problems; and,
- (b) Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:

- * Three (3) minutes may be allotted to each speaker unless extended by the Chairperson~~President.~~

No conduct which interferes with the meeting shall be permitted at any Board meeting. Persistence in such conduct shall be grounds for summary termination by the Chairperson of that person's privilege to address the Board, and that person may be removed from the meeting.

Oral presentations which include charges or complaints against any District employee, regardless of whether the employee is identified in the presentation by name or by another reference which tends to identify, shall immediately be referred to the General Manager without further comment by the Board.

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the Chairperson finds ~~that~~ there is in fact willful disruption of any meeting of the Board and that order cannot be restored by the individuals interrupting the meeting, he/she may order the room cleared and subsequently conduct the Board's business without the audience present.

- (a) In such an event, only matters appearing on the agenda may be considered in such a session.
- (b) After clearing the room, the Chairperson may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.
- (c) Duly accredited representatives of the news media, whom the Chairperson finds have not participated in the disruption, shall be admitted to the remainder of the meeting.

Chapter 3.04
BOARD OF DIRECTORS ACTIONS AND DIRECTIONS

Sections:

- 3.04.010** **Board of Directors Actions**
- 3.04.020** **Board of Directors Directions**

Section 3.04.010
Board of Directors Actions

Actions by the Board of Directors include but are not limited to the following:

- (a) Adoption or rejection of regulations or policies;
- (b) Adoption or rejection of a resolution;
- (c) Adoption or rejection of an ordinance; and
- (d) Approval or rejection of any contract or expenditure.

Action can only be taken by ~~at~~the vote of the majority of the Board of Directors. Three (3) Directors must vote affirmatively for any action to be effective (unless a 4/5 vote is required by policy or other law).

This policy applies ~~as well~~ to abstentions from voting as well. A member abstaining in a vote is considered as absent for that vote.

Section 3.04.020
Board of Directors Directions

The Board may give directions which are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager. Such directives shall not consist of orders or instructions that would require the expenditure of District funds or other actions that would otherwise require formal approval of the Board.

The Chairperson shall determine by consensus a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the Chairperson, a voice vote may be requested.

A formal motion may be made to place a disputed directive on a fixture agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).

Informal action by the Board is still Board action and shall only occur regarding matters which appear on the agenda for the Board meeting during which said informal action is taken.

Chapter 3.05
MINUTES

Sections:

3.05.010 Minutes Policy

Chapter 3.05
MINUTES OF
BOARD
MEETINGS

Section 3.05.010
Minutes Policy

The Secretary of the Board of Directors shall keep minutes of all regular and special meetings of the Board.

~~Staff shall endeavor to make copies of said minutes for distribution to Directors with the agenda of the minutes available at the next Board meeting for approval consideration. Copies of said minutes shall be made for distribution to Directors with the agenda for the next regular Board meeting.~~

The official minutes of the regular and special meetings of the Board shall be kept in a fire-proof vault or in fire-resistant, locked cabinets, as well as in electronic format.

All audio recordings of regular, special, and committee meetings will be kept for the transcription of minutes. Recordings shall be stored on the computer or on the server on secure electronic storage systems managed by District staff. ~~These recordings are made for the convenience of the Secretary and shall be retained until the minutes for the meeting have been transcribed and approved; they are not permanent records.~~ Once minutes have been transcribed and approved, all audio recordings shall be destroyed.

A notice will be visible that a recording is being made at all Board meetings;

There will be no recordings made during closed sessions of the Board. ~~;~~ and

~~Recordings shall be stored on the computer or on the server. These recordings are made for the convenience of the Secretary and shall be retained until the minutes for the meeting have been transcribed and approved; they are not permanent records.~~

Motions, resolutions or ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action was unanimous.

The minutes of Board meetings shall ~~be maintained as hereinafter outlined~~ include the following:-

Procedure:

- (a) Date, place and type of each meeting.;
- (b) Directors present and absent by name.;
- (c) Call to order.;
- (d) Arrival/Departure of tardy Directors by name and time.;
- (e) Adjournment of the meeting.;
- ~~Record of written notice of special meetings; and,~~
- ~~Record of items to be considered at special meetings.~~
- (f) Board Actions: Approval or amended approval of the minutes of preceding meetings.;
- (g) Complete information as to each subject of the Board's deliberation.;

M:\Administration\Confidential\Administrative Code Working Docs\Board Secretary Administrative Code Working File\Drafts Not Approved\Title 3\Redline\Minutes Policy 3.05.010.docx\rmwd-b\Store03\BoardFiles\Board Secretary\Administrative Code Working File\Board Admin Code 2005-2006\Minutes of Board Meetings 3.05-Minutes Policy 3.05.010.doc\Approved 8-3-05 by Ordinance No. 05-07\8-3-05\Amended and Updated Approved 7-21-06 by Ordinance No. 06-02\Amended and Updated Approved 1-27-09 by Ordinance No. 09-03\Amended and Updated Approved 10-25-16 by Ordinance No. 16-14\DRAFT

- (h) Complete information as to each subject including the roll call record of the vote on a motion if not unanimous.
- (i) All Board resolutions and ordinances in complete context, numbered serially for each calendar year.
- (j) A record of all contracts entered into.
- (k) All employments and resignations or terminations of employment within the District.
- (l) A record by number of all warrants approved for payment.
- (m) Adoption of the annual budget.
- (n) Approval of all policies and Board-adopted regulations.
- (o) ~~and,~~ A record of all visitors and delegations appearing before the Board.

Chapter 3.06
CONFIDENTIALITY OF BOARD CLOSED SESSIONS

Sections

- 3.06.010** **General Policy**
- 3.06.020** **Unauthorized Disclosure by a Director**
- 3.06.030** **Unauthorized Disclosure by an Employee**
- 3.06.040** **Enforcement**
- 3.06.040.01** **Violation of Policy**
- 3.06.040.02** **Investigation of Violation**

Section 3.06.010 General Policy

The Brown Act prohibits the disclosure of confidential information acquired in closed session by any person present and offers various remedies to address willful breaches of confidentiality. These include injunctive relief, disciplinary action against an employee, and referral of a member of the legislative body to the grand jury.

It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions.

Generally, the business of the District must be conducted in open session. Pursuant to the Ralph M. Brown Act, California Government Code sections 54962 et seq., the following matters may be discussed in closed session:

- a determination regarding a license or permit;
- conference regarding real property negotiations;
- conference with legal counsel regarding existing litigation;
- conference with legal counsel regarding anticipated litigation;
- liability claims;
- threat to public services or facilities;
- public employee appointment;
- public employee performance evaluation;
- public employee discipline, dismissal, or release;
- conference with labor negotiators;
- report involving trade secret;
- charge or complaint involving information protected by federal law; and a
- conference involving a joint powers agency.

Only the legislative body, acting as a body, may agree to divulge confidential closed session information.

Regarding attorney/client privileged communications occurring in closed session, the entire legislative body is the holder of the privilege and only a majority vote of the entire legislative body can authorize the waiver of the privilege.

Only what is publicly reported by the general counsel at the conclusion of a closed session may be publicly disclosed except as may be necessary to implement the decisions made by the Board in closed session.

Section 3.06.020
Unauthorized Disclosure by a Director

A violation of the policy stated in Section 3.06.010 by a director shall be placed on the agenda of the next regular meeting of the Board or on an earlier special meeting of the Board to consider remedial action, which may include, but not be limited to:

- (a) an oral reprimand;
- (b) a written reprimand;
- (c) injunctive relief to prevent the current or future disclosure of confidential information;
- (d) referral of the Director(s) who willfully disclosed confidential information in violation of the policy to the San Diego District Attorney;
- (e) removal from any committee assignments for a specified period;
- (f) suspension of reimbursements for District travel for a specified period.

Before taking any action, the Board, or an ad hoc committee appointed by the Board to first review the matter, shall provide the person(s) under investigation with an opportunity to meet with the Board or ad hoc committee appointed for the purpose to review the presentation of reasons and evidence why action should not be taken.

It is the intention to implement progressive discipline unless the violation is so severe, willful and detrimental to the interests of the District in fulfilling its public functions that progressive discipline would not serve the District.

The resulting decision of the Board shall be final without any administrative appeal procedure.

Section 3.06.030
Unauthorized Disclosure by an Employee

A violation of the policy stated in Section 3.06.010 by an employee shall be placed on the agenda of the next regular meeting of the Board or on an earlier special meeting of the Board to consider remedial action, which may include, but not be limited to:

- (a) an oral reprimand;
- (b) a written reprimand;
- (c) a suspension of a specified period of time with or without pay;
- (d) injunctive relief to prevent the current or future disclosure of confidential information;
- (e) referral of the employee(s) who willfully disclosed confidential information in violation of the policy to the San Diego District Attorney;
- (f) termination.

It is the intention to implement progressive discipline unless the violation is so severe, willful and detrimental to the interests of the District in fulfilling its public functions that progressive discipline would not serve the District.

Before taking any action, the Board, or an ad hoc committee appointed by the Board to first review the matter, shall provide the person(s) under investigation with an opportunity to meet with the Board or ad hoc committee appointed for the purpose to review the presentation of reasons and evidence why action should not be taken.

The resulting decision of the Board shall be final without any administrative appeal procedure.

**Section 3.06.040
Enforcement**

3.06.040.01 Violation of Policy

(a) Any director or employee who has reason to believe that a violation of the policy of confidentiality has occurred shall report the suspected violation as follows:

- (1) if the suspected violation was by a director, the chair of the Board shall be notified;
- (2) if the suspected violation was by the chair of the Board, the general manager and general counsel shall be notified;
- (3) if the suspected violation was by an employee, the general manager shall be notified;
- (4) if the suspected violation was by the general manager, the chair of the Board shall be notified;
- (5) if the suspected violation was by the general counsel, the general manager and the chair of the Board shall be notified.

~~(b)~~ **3.06.040.02 Investigation of Violation**

The suspected violation shall be investigated in the manner provided in Administrative Code Ssection 3.06.020 or 3.06.030, as appropriate. The Board, or an ad hoc committee appointed by the Board, upon receiving any information in support of the suspected violation, shall permit the suspected violator(s) to present any explanation, evidence, or testimony to rebut the allegation.

The Board's decision regarding the suspected violation shall be supported by the "preponderance of the evidence" legal standard, which requires a showing that it is more likely than not ~~that~~ the suspected violation occurred. (California Evidence Code section 115; Weiner v. Fleischman (1991) 54 Cal.3d 476).

**Title 3
BOARD MEETINGS**

Chapters:

- 3.01 Meetings**
- 3.02 Meeting Agendas**
- 3.03 Conduct**
- 3.04 Board Actions and Directions**
- 3.05 Minutes**
- 3.06 Confidentiality of Board Closed Sessions**

**Chapter 3.01
MEETINGS**

Sections:

- 3.01.010 Regular Meetings**
- 3.01.010.01 Schedule**
- 3.01.010.02 Open Sessions**
- 3.01.010.03 Closed Sessions**
- 3.01.010.04 Agenda Item Order**
- 3.01.020 Special, Adjourned and Emergency Meetings**
- 3.01.020.01 Special Meetings**
- 3.01.020.02 Adjourned Meetings**
- 3.01.020.03 Emergency Meetings**
- 3.01.030 Biannual Organizational Meeting**
- 3.01.040 Availability of Information**

Section 3.01.010
Regular Meetings

All regular meetings of the Board of Directors will be conducted in the Board room of the District at 3707 Old Highway 395, Fallbrook, California 92028.

The date and time of the regular meetings shall be established by the Board of Directors at the last Board meeting of each calendar year.

3.01.010.01 Schedule

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

The starting time for the regular meeting Open Session shall be 1:00 p.m.

3.01.010.02 Open Sessions

Each regular meeting will include an Open Session. Open Sessions are for the purpose of discussing in an open forum any matters that are not of confidential nature as permitted by law and are open to the public.

Although the Board is not prohibited from taking testimony at regular meetings on matters not on the agenda which a member may wish to bring before the Board, the Board cannot discuss or take action on such matters at that meeting but may briefly respond, ask a question for clarification, make an announcement, report his or her own activities, refer the item to staff for follow-up, or place it on a future agenda for discussion and action.

A time limit may be imposed on the speaker by the meeting Chairperson at their sole discretion.

3.01.010.03 Closed Sessions

The Board, General Manager, or District Counsel may schedule a Closed Session as part of any regular meeting. Closed Sessions are for the purpose of discussing confidential matters as permitted by law and are closed to the public.

Closed Sessions may be scheduled for any time during a regular meeting. The start time of each Closed Session shall be determined by the Chairperson after conferring with the General Manager and District Counsel regarding the estimated time necessary to adequately discuss the agenda items. Once a start time has been determined, this information as well as the topics to be discussed will be provided on the regular meeting agenda.

Closed Session scheduled for the beginning of a regular meeting may conclude before or after the Open Session start time; however, Open Session will not begin prior to the Open Session start time.

Prior to adjourning to the Closed Session there shall be a public comment period to allow interested members of the public the opportunity to comment only on those items on the Closed Session agenda.

A second public comment period will be held at the beginning of Open Session to allow interested members of the public an opportunity to directly address the Board on any item of interest to the public.

3.01.010.04 Agenda Item Order

The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

Section 3.01.020

Special, Adjourned and Emergency Meetings

Special, adjourned and emergency meetings of the Board of Directors may be called as provided by law, and in accordance with the provisions of the Brown Act, Government Code Section 54950 *et seq.*

3.01.020.01 Special Meetings

Special meetings may be called by the President or by a majority of the members of the Board as permitted by Government Code Section 54956. The President shall set the time and place for any special meeting of the Board of Directors. The President shall have final approval on the contents of the agendas for all special, adjourned and emergency meetings of the Board. Directors shall be notified of special meetings by the Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting at the District Headquarters. The Secretary shall post an agenda containing a brief, general description of each item of business to be transacted or discussed at special meetings, including the items to be discussed in closed session. The posting shall be freely accessible to the public.

3.01.020.02 Adjourned Meetings

A regular meeting may be adjourned by the Board or by the Secretary if less than a quorum is present to another time. An adjourned regular meeting is a regular meeting if held within five days of the regular meeting. If the adjourned meeting is held more than five days after the regular meeting, a new agenda shall be posted.

3.01.020.03 Emergency Meetings

An emergency meeting may be called by a majority of the Board pursuant to Government Code Section 54956.5 without twenty-four hour notice or posting of an agenda if necessary due to disruption or threatened disruption of District facilities by work stoppage, natural disaster or other activity severely impairing public health or safety as determined by a majority of the members.

Section 3.01.030
Biannual Organizational Meeting

The Board of Directors shall hold an organizational meeting at its regular meeting in January of the odd numbered year or as determined by the Board. At this meeting the Board will elect a President and Vice President from among its members and may appoint the Executive Assistant as its Board Secretary and the Finance Manager as its Treasurer to serve until the next biannual meeting.

Section 3.01.040
Availability of Information

The Chairperson and the General Manager shall insure that appropriate information and materials are available for the audience at meetings of the Board of Directors. This information includes, but is not limited to, the following:

- A.** Agenda packages and other materials deemed appropriate by the Board of Directors, e.g. draft budgets for budget workshops, shall be made available to any interested member of the public who makes a request.
- B.** Members of the public who would like to receive agendas as well as agenda packets on a recurring basis throughout the calendar year may submit a request form with the Executive Assistant/Board Secretary. Said written request shall be in effect for the calendar year in which it is made and shall be renewed annually to continue regular receipt of the materials.
- C.** Sufficient copies of any materials provided at meetings of the Board of Directors shall be made and readily available for those attending said meetings.
- D.** Additional copies of the agenda packages will be made readily available to non-subscribers upon request.
- E.** Subscribers will be notified by e-mail, fax, or telephone when materials are available.

Moved to Regular Meetings Section 3.01.010.04

**Chapter 3.02
MEETING AGENDAS**

Sections:

- 3.02.010 Agendas**
- 3.02.010.01 Agenda Preparation**
- 3.02.010.02 Requests for Agenda Items**
- 3.02.010.02.1 Requests Made by Board of Directors**
- 3.02.010.02.2 Requests Made by Members of the Public**
- 3.02.010.03 Taking Testimony**
- 3.02.010.04 Time Limits**
- 3.02.010.05 Posting of Agenda**
- 3.02.010.05.1 Regular Meetings**
- 3.02.010.05.2 Special Meetings**
- 3.02.020 Presentations from Board Invited Guests**

Section 3.02.010
Agendas

3.02.010.01 Agenda Preparation

The General Manager, in cooperation with the Board President, shall coordinate preparation of an agenda for each regular and special meeting of the Board of Directors.

3.02.010.02 Requests for Agenda Items

3.02.010.02.1 Requests Made by Board of Directors

Any Director may call the General Manager and request any item to be placed on the agenda no later than two weeks prior to the meeting date.

3.02.010.02.2 Requests Made by Public Members

Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

- (a) The request must be in writing and be submitted to the General Manager or his/her designee together with supporting documents and information, if any, at least two weeks prior to the date of the meeting.
- (b) Notwithstanding permission to request an item's placement on the agenda or to address the Board during public comment, for issues requiring closed session discussion as provided by law, no substantive discussion or action shall be taken by the Board until after the matter has been discussed by the Board in a duly noticed closed session.

3.02.010.03 Taking Testimony

This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board; however, the Board shall not take action or engage in substantive discussions on non-agenda items. The Board may request to place a matter on the agenda for a subsequent meeting, ask a question for clarification, provide a reference to staff or other resources for factual information, or direct staff to report back at a future date.

3.02.010.04 Time Limits

The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting and may limit the time allowed for any one person to speak on the issue at the meeting.

3.02.010.05 Posting of Agenda

3.02.010.05.1 Regular Meetings

In accordance with the law, at least seventy-two (72) hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the District office or otherwise as provided by law.

3.02.010.05.2 Special Meetings

The agenda for a special meeting shall be posted at least twenty-four (24) hours before the meeting in the same location as stated for regular meetings.

Section 3.02.020
Presentations from Board Invited Guests

A Board member may request that a guest be invited to make a presentation to the Board of Directors subject to the approval of the request by the Board of Directors.

A Board member wishing to invite a guest to make a presentation will provide to the General Manager a brief description of the nature of the presentation.

Upon receipt of the request the General Manager will include the request in the next available agenda for Board consideration.

Moved to Section Regular Meetings 3.01.010.02 and Agendas 3.02.010.04 Respectively

Moved to Regular Meetings Section 3.01.010.02 and Agendas 3.02.010.03 Respectively

Moved to Agendas Section 3.02.010.05

**Chapter 3.03
CONDUCT**

Sections:

- 3.03.010** **Roberts Rules of Order, Revised**
- 3.03.020** **Time of Meeting**
- 3.03.030** **Conduct of Meetings**

Section 3.03.010
Roberts Rules of Order, Revised

Meetings of the Board of Directors shall be conducted by the Chairperson. The Board approved Rainbow Municipal District Parliamentary Procedures Policy as well as the latest of Robert's Rules of Order, Revised shall also be used as a general guideline for meeting protocol. District policies shall prevail whenever they conflict with Robert's Rules of Order, Revised.

RMWD Parliamentary Procedures Policy

Introduction

The Rainbow Municipal Water District is at its heart a service organization dedicated to the communities that make up the District. Part of our mission requires the Board of Directors and various committees to conduct open and public meetings in order to review information and make decisions about important topics facing the District. The manner in which these meetings are conducted is an important factor in the success of the organization.

There are multiple goals of the conduct of each meeting, including but not limited to:

- **Transparency** – the conduct of the meetings must be such that all participants must be able to have access to the information being considered by the Board. In addition, the deliberative process must be in accordance with the requirements of the Ralph M. Brown Act. Except for specific circumstances that require a closed session, the goal is for all deliberations to be done in public sessions with as much information available to the public as possible.
- **Public Input** – the input of the public is an important component in the deliberative process. Each meeting must allow for meaningful input from interested parties. It is also important that the nature and duration of the public input support the deliberative process rather than disrupt the meeting. All opinions are welcome, but communications that are designed to disrupt the meeting must be managed effectively to prevent disruptions.
- **Board/Committee Decorum** – in order to ensure that each member of the Board or committee is able to voice their option on each item under consideration, Board and committee members must conduct themselves in such a way that the rights of the others to speak are respected.
- **Effective Meeting Management** – effective Board and Committee meetings are generally characterized by a strong leadership role of the Board President or Committee Chair. Each person who is leading the meeting must understand the role that they play in the meeting and ensure that the activities of all participants in the meeting adhere to the policies outlined in this document. There can sometimes be a challenge when balancing the needs outlined above with the need for effective meeting management and the role of the leader of the meeting is important in managing this process.

Background

Section 3.03 of the RMWD Administrative Code outlines the policies of Board Meeting Conduct. This policy document is intended to serve as a supplement to the Administrative Code. In accordance with the Administrative Code, the basic conduct of the meeting will be in accordance with the latest version of Robert's Rules of Order, Revised (hereafter referred to as Robert's Rules). As most people are aware, Robert's Rules are very effective but also very limiting if followed exactly. They were designed for a particular purpose and some facets of Robert's Rules can conflict with the goals stated above. For instance, strict adherence to Robert's Rules would require a motion to be made and seconded before any discussion could be had on a particular course of action. While this may be an appropriate parliamentary procedure in some circumstances, if this practice were to be followed at an RMWD meeting, attendees may conclude

that since a motion was made prior to any discussion there must have been some back room deals leading to the motion. This is not what we want to project to the public.

To that end, this list of parliamentary procedures is intended to supplement and expand on Robert's Rules and provide guidance on how we can conduct orderly, effective, and transparent meetings at RMWD. For the purposes of this document, the Board President and Committee Chairpersons will be collectively referred to as the Chairperson. Board Members or Committee Members will be collectively referred to as Members.

Conduct of Meetings

Call to Order – the Chairperson will call the meeting to order at the time stated on the public notice for that meeting. The clock located in the Boardroom shall be the official clock for starting meetings. If there are Members that are running late, the Chairperson may delay the start of the meeting but such delays should not exceed ten minutes.

Pledge of Allegiance – The Chairperson shall lead the group in the recital of the Pledge of Allegiance. As an option, the Chairperson may designate another member or attendee to lead the Pledge of Allegiance. In order to lead the Pledge, the Chairperson or designee shall state "Please rise and join me in the Pledge of Allegiance" and then pause to allow attendees to stand up. Once the room is ready he or she shall state "Ready – Begin" and then recite the Pledge of Allegiance.

Roll Call and Establishment of a Quorum – The Board Secretary shall call the roll to determine if a quorum is present at the meeting. The default rule is that a quorum is one more than half the Board or Committee. So, for example, in a Regular Board meeting with a five-member body a quorum is three. When the Board has three members present, it can legally transact business. If the Board has less than a quorum of members present, it cannot legally transact business. For Committees with larger numbers of Members the quorum number will change accordingly.

If the Board or Committee has a quorum to begin the meeting, the Board or Committee can lose the quorum during the meeting when a member departs (or even when a member leaves the dais), and when that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

Opportunity for Public Comments on Items That are Not on the Agenda – The Chairperson shall announce that any person who wishes to speak about a topic that is not on the agenda may do so at this time. The Chairperson shall indicate that comments should be limited to three minutes and that speakers should fill out a speaker slip. Depending on the level of attendance at the meeting, the Chairperson may allow for comments to be presented without the use of a speaker slip, but this should be the exception rather than the rule. In addition, if there are a large number of speakers, the Chairperson may restrict the time limit in order to allow all speakers a chance to address the Board. Conversely, if there is limited attendance the Chairperson may allow for more than three minutes per speaker.

The Chairperson has the responsibility to remind speakers when their time limit has been reached. District staff will monitor the length of time of each speaker and inform the Chairperson when the time limit has been reached. The Chairperson will then inform the speaker that they must conclude their comments so that the meeting can proceed.

Use of AV System During Meetings – District staff shall prepare presentation materials for each meeting so that information about the item under consideration will be displayed on the screen

while the item is under consideration. This is intended to allow all attendees to see which topic is under consideration and receive pertinent information about that topic. In some cases, the information displayed will be a short text summary of the item, but in other cases the staff will include more detailed presentations, maps, tables, and other information that is relevant to the deliberation process. In all cases, the intent of the information presented is to ensure that all parties have adequate information to understand the issues under consideration and the rationale for the decision that is ultimately made.

District staff will operate the AV system during the meeting.

Board or Committee Action Items – When considering any action, from approval of minutes, to consent calendar, to individual action items, the following process shall be followed:

- The Chairperson shall announce the title of the Action Item
- Staff shall provide a report on the details of the item. This could be as brief as a comment from the General Manager describing the nature of the item or a full staff presentation. In some cases, staff may have contractors or consultants present technical materials. Guest speakers from other agencies may also provide information at this time. The goal of this part of the process is to lay out the foundation of information needed for the Members to deliberate the situation. Members may ask questions of the presenters to clarify information at this time, but this would not be the time to express opinions on options that are presented.
- Once the staff report has concluded, the Chairman shall ask for public comments on the topic. The same rules related to public comments listed above shall apply. At the end of the public comment period, the Chairperson should make it clear to the attendees that they may not be allowed to speak on this topic again, so they should say what they need to say now as the Chairman may not allow an interruption of the deliberation of the Members afterwards.
- After both the staff presentation and public comments have concluded, the Members may begin to discuss technical aspects of the topic or get more information from staff about the staff recommendation. It is important to remember that this part of the process is for information gathering, not actually deliberating a decision. Actual deliberation should occur after a motion has been made and seconded. Each Member wishing to speak on the topic shall be recognized by the Chairperson as having the floor prior to speaking. Only one Member should speak at a time. This is not only to provide a respectful environment for dialogue, it is also to avoid having garbled recordings of the meetings. When multiple speakers talk at once, it is very difficult to understand what was said on the recordings. Members may ask other members brief clarifying questions without having the floor, but such interjections should be kept to a minimum.
- At any point during the discussion process, any Member may make a Motion regarding the action item. If a Motion is made, the Chairperson shall acknowledge the Motion and clarify the terms of the motion as needed. If another Member Seconds the motion in a timely manner, the Chairperson shall announce that there has been a Motion and Second and verbally state who made the Motion and the Second. This clarification of which Member took which action is helpful for the audio recording and the development of meeting minutes. The Chairperson shall then call for any additional discussion. This is the point in time for Members to deliberate about the Motion on hand. Members may ask

for further technical clarifications from staff about the motion as part of this process which will continue until the Chairperson “calls the question” for a vote.

- When voting, the Chairperson will verbally clarify the terms of the Motion and ask for a vote. In the case of an Ordinance, the vote shall be a roll call vote. The Chairperson may use a voice vote on an Ordinance as long as the audio record is clear as to how each Member voted. In any act of the group, the votes of each Member must be clearly recorded in our minutes, so roll call votes are generally the best way to go.

Participation by Public After the Public Comment Period Has Ended – From time to time a member of the public may wish to make a comment to the Members after the public comment period has ended. This situation can be a very productive part of the deliberative process, but it can also be a disruption to the deliberative process. The Chairperson must clarify the rules for attendees at each meeting and/or for each action item. For items where there are many attendees who may want to join into the deliberative process, the Chairperson should inform them during the public comment period that he or she will not allow further comment so as not to bog down the meeting. The Chairperson has the discretion to allow attendees to briefly speak at his or her discretion. It will be the responsibility of the Chairperson to manage the public input process so that the co-equal goals of public input and a constructive deliberation process are achieved.

Substitute Motions or Amendments to Motions – Within Robert’s Rules there is a labyrinth of methods to amend or substitute Motions and these processes can become very confusing. In order to create an environment where all parties can clearly understand the deliberative process, the Chairperson shall limit any amendments to any Motion to a single amendment and will not allow substitute Motions. If a Motion is made and Seconded, a Member may ask for an amendment to the Motion during the discussion phase. The request for Amendment shall be made to the originator of the Motion. If the originator of the Motion agrees with the requested amendment, the originator of the Motion shall clarify their revised Motion. If this revised Motion received a Second from another Member, discussion shall ensure until the question is called. If the revised Motion fails to receive a Second, the discussion shall revert to the original Motion and proceed from there.

At the time a vote is taken, the Chairperson shall again clarify the original and amended Motion, including which Members made the Motion and Second, and call for the vote.

Courtesy and Decorum (this section is adapted from “Rosenberg’s Rules of Order)

These parliamentary rules of are meant to create an atmosphere where the members of the Board or Committee and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chairperson and the members of the Board or Committee to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chairperson before proceeding to speak.

The Chairperson should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the Members of the Board or Committee. Debate on policy is healthy, debate on personalities is not. The Chairperson has the right to cut off discussion that is too personal, too loud, or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chairperson may, however, limit the time allotted to speakers, including Members of the body.

Can a Member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: “point of privilege.” The Chairperson would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

Order. The proper interruption would be: “point of order.” Again, the Chairperson would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chairperson moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chairperson makes a ruling that a Member of the Board or Committee disagrees with, that Member may appeal the ruling of the Chairperson. If the motion is seconded, and after debate, it passes by a simple majority vote, then the ruling of the Chairperson is deemed reversed.

Call for orders of the day. This is simply another way of saying, “Let’s return to the agenda.” If a Member believes that the Board or Committee has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chairperson discovers that the agenda has not been followed, the Chairperson simply reminds the Board or Committee to return to the agenda item properly before them. If the Chairperson fails to do so, the Chairperson’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chairperson may ask the person who seconded the motion if he or she wishes to make the motion, and any other Member may make the motion if properly recognized.

Section 3.03.020
Time of Meeting

All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

Section 3.03.030
Conduct of Meetings

The conduct of meetings shall, to the fullest possible extent, enable Directors to:

- (a) Consider problems to be solved, weigh evidence related thereto, and make wise decision intended to solve the problems; and,
- (b) Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:

- * Three (3) minutes may be allotted to each speaker unless extended by the Chairperson.

No conduct which interferes with the meeting shall be permitted at any Board meeting. Persistence in such conduct shall be grounds for summary termination by the Chairperson of that person's privilege to address the Board, and that person may be removed from the meeting.

Oral presentations which include charges or complaints against any District employee, regardless of whether the employee is identified in the presentation by name or by another reference which tends to identify, shall immediately be referred to the General Manager without further comment by the Board.

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the Chairperson finds there is in fact willful disruption of any meeting of the Board and that order cannot be restored by the individuals interrupting the meeting, he/she may order the room cleared and subsequently conduct the Board's business without the audience present.

- (a) In such an event, only matters appearing on the agenda may be considered in such a session.
- (b) After clearing the room, the Chairperson may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.
- (c) Duly accredited representatives of the news media, whom the Chairperson finds have not participated in the disruption, shall be admitted to the remainder of the meeting.

Chapter 3.04
BOARD OF DIRECTORS ACTIONS AND DIRECTIONS

Sections:

- 3.04.010** **Board of Directors Actions**
- 3.04.020** **Board of Directors Directions**

Section 3.04.010
Board of Directors Actions

Actions by the Board of Directors include but are not limited to the following:

- (a) Adoption or rejection of regulations or policies;
- (b) Adoption or rejection of a resolution;
- (c) Adoption or rejection of an ordinance; and
- (d) Approval or rejection of any contract or expenditure.

Action can only be taken by a vote of the majority of the Board of Directors. Three (3) Directors must vote affirmatively for any action to be effective (unless a 4/5 vote is required by policy or other law).

This policy applies to abstentions from voting as well. A member abstaining in a vote is considered as absent for that vote.

Section 3.04.020
Board of Directors Directions

The Board may give directions which are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager. Such directives shall not consist of orders or instructions that would require the expenditure of District funds or other actions that would otherwise require formal approval of the Board.

The Chairperson shall determine by consensus a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the Chairperson, a voice vote may be requested.

A formal motion may be made to place a disputed directive on a fixture agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).

Informal action by the Board is still Board action and shall only occur regarding matters which appear on the agenda for the Board meeting during which said informal action is taken.

**Chapter 3.05
MINUTES**

**Sections:
3.05.010 Minutes Policy**

Section 3.05.010
Minutes Policy

The Secretary of the Board of Directors shall keep minutes of all regular and special meetings of the Board.

Staff shall endeavor to make copies of said minutes for distribution to Directors with the agenda of the minutes available at the next Board meeting for approval consideration.

The official minutes of the regular and special meetings of the Board shall be kept in a fire-proof vault or in fire-resistant locked cabinets, as well as in electronic format.

All audio recordings of regular, special, and committee meetings will be kept for the transcription of minutes. Recordings shall be stored on secure electronic storage systems managed by District staff. These recordings are made for the convenience of the Secretary and shall be retained until the minutes for the meeting have been transcribed and approved; they are not permanent records. Once minutes have been transcribed and approved, all audio recordings shall be destroyed.

A notice will be visible that a recording is being made at all Board meetings;

There will be no recordings made during closed sessions of the Board.

Motions, resolutions or ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action was unanimous.

The minutes of Board meetings shall include the following:

- (a) Date, place and type of each meeting.
- (b) Directors present and absent by name.
- (c) Call to order.
- (d) Arrival/Departure of tardy Directors by name and time.
- (e) Adjournment of the meeting.
- (f) Board Actions: Approval or amended approval of the minutes of preceding meetings.
- (g) Complete information as to each subject of the Board's deliberation.
- (h) Complete information as to each subject including the roll call record of the vote on a motion if not unanimous.
- (i) All Board resolutions and ordinances in complete context, numbered serially for each calendar year.
- (j) A record of all contracts entered into.
- (k) All employments and resignations or terminations of employment within the District.
- (l) A record by number of all warrants approved for payment.
- (m) Adoption of the annual budget.
- (n) Approval of all policies and Board-adopted regulations.
- (o) A record of all visitors and delegations appearing before the Board.

Chapter 3.06
CONFIDENTIALITY OF BOARD CLOSED SESSIONS

Sections

- 3.06.010** **General Policy**
- 3.06.020** **Unauthorized Disclosure by a Director**
- 3.06.030** **Unauthorized Disclosure by an Employee**
- 3.06.040** **Enforcement**
- 3.06.040.01** **Violation of Policy**
- 3.06.040.02** **Investigation of Violation**

Section 3.06.010 General Policy

The Brown Act prohibits the disclosure of confidential information acquired in closed session by any person present and offers various remedies to address willful breaches of confidentiality. These include injunctive relief, disciplinary action against an employee, and referral of a member of the legislative body to the grand jury.

It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions.

Generally, the business of the District must be conducted in open session. Pursuant to the Ralph M. Brown Act, California Government Code sections 54962 et seq., the following matters may be discussed in closed session:

- a determination regarding a license or permit;
- conference regarding real property negotiations;
- conference with legal counsel regarding existing litigation;
- conference with legal counsel regarding anticipated litigation;
- liability claims;
- threat to public services or facilities;
- public employee appointment;
- public employee performance evaluation;
- public employee discipline, dismissal, or release;
- conference with labor negotiators;
- report involving trade secret;
- charge or complaint involving information protected by federal law; and a
- conference involving a joint powers agency.

Only the legislative body, acting as a body, may agree to divulge confidential closed session information.

Regarding attorney/client privileged communications occurring in closed session, the entire legislative body is the holder of the privilege and only a majority vote of the entire legislative body can authorize the waiver of the privilege.

Only what is publicly reported by the general counsel at the conclusion of a closed session may be publicly disclosed except as may be necessary to implement the decisions made by the Board in closed session.

Section 3.06.020
Unauthorized Disclosure by a Director

A violation of the policy stated in Section 3.06.010 by a director shall be placed on the agenda of the next regular meeting of the Board or on an earlier special meeting of the Board to consider remedial action, which may include, but not be limited to:

- (a) an oral reprimand;
- (b) a written reprimand;
- (c) injunctive relief to prevent the current or future disclosure of confidential information;
- (d) referral of the Director(s) who willfully disclosed confidential information in violation of the policy to the San Diego District Attorney;
- (e) removal from any committee assignments for a specified period;
- (f) suspension of reimbursements for District travel for a specified period.

Before taking any action, the Board, or an ad hoc committee appointed by the Board to first review the matter, shall provide the person(s) under investigation with an opportunity to meet with the Board or ad hoc committee appointed for the purpose to review the presentation of reasons and evidence why action should not be taken.

It is the intention to implement progressive discipline unless the violation is so severe, willful and detrimental to the interests of the District in fulfilling its public functions that progressive discipline would not serve the District.

The resulting decision of the Board shall be final without any administrative appeal procedure.

Section 3.06.030
Unauthorized Disclosure by an Employee

A violation of the policy stated in Section 3.06.010 by an employee shall be placed on the agenda of the next regular meeting of the Board or on an earlier special meeting of the Board to consider remedial action, which may include, but not be limited to:

- (a) an oral reprimand;
- (b) a written reprimand;
- (c) a suspension of a specified period of time with or without pay;
- (d) injunctive relief to prevent the current or future disclosure of confidential information;
- (e) referral of the employee(s) who willfully disclosed confidential information in violation of the policy to the San Diego District Attorney;
- (f) termination.

It is the intention to implement progressive discipline unless the violation is so severe, willful and detrimental to the interests of the District in fulfilling its public functions that progressive discipline would not serve the District.

Before taking any action, the Board, or an ad hoc committee appointed by the Board to first review the matter, shall provide the person(s) under investigation with an opportunity to meet with the Board or ad hoc committee appointed for the purpose to review the presentation of reasons and evidence why action should not be taken.

The resulting decision of the Board shall be final without any administrative appeal procedure.

**Section 3.06.040
Enforcement**

3.06.040.01 Violation of Policy

Any director or employee who has reason to believe that a violation of the policy of confidentiality has occurred shall report the suspected violation as follows:

- (1) if the suspected violation was by a director, the chair of the Board shall be notified;
- (2) if the suspected violation was by the chair of the Board, the general manager and general counsel shall be notified;
- (3) if the suspected violation was by an employee, the general manager shall be notified;
- (4) if the suspected violation was by the general manager, the chair of the Board shall be notified;
- (5) if the suspected violation was by the general counsel, the general manager and the chair of the Board shall be notified.

3.06.040.02 Investigation of Violation

The suspected violation shall be investigated in the manner provided in Administrative Code Section 3.06.020 or 3.06.030, as appropriate. The Board, or an ad hoc committee appointed by the Board, upon receiving any information in support of the suspected violation, shall permit the suspected violator(s) to present any explanation, evidence, or testimony to rebut the allegation.

The Board's decision regarding the suspected violation shall be supported by the "preponderance of the evidence" legal standard, which requires a showing that it is more likely than not the suspected violation occurred. (California Evidence Code section 115; *Weiner v. Fleischman* (1991) 54 Cal.3d 476).

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2020	MEETING	LOCATION	ATTENDEES	POST
October	08	SDCWA Special Board Meeting	SDCWA	GM	N/A
October	*	CSDA – San Diego Chapter	The Butcher Shop – 6:00 p.m. 5255 Kearny Villa Road San Diego, CA 92123	Mack	N/A
October	*	LAFCO Special Meeting	County Admin Center, Room 302 – 9:30am	(As Advised by GM)	N/A
October	*	Santa Margarita River Watershed Watermaster Steering Committee	Rancho California Water District	Hamilton	N/A

* To Be Announced

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING					
DATE	2020	MEETING	LOCATION	ATTENDEES	POST
October	1	Communications & Customer Service Committee Mtg.	RMWD Board Room 3:30 p.m.	Appointed Director, General Manager	9/24
October	5	LAFCO	County Admin. Center Room 302 9:00 am	As Advised by GM	N/A
October	7	Engineering & Operations Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	9/24
October	13	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	9/24
October	13	SDCWA GM's Meeting	SDCWA, San Diego 9:00 a.m.	General Manager	N/A
October	16	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A
October	20	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
October	21	North County Work Group (NCWG)	Rincon Del Diablo, Escondido 7:30 a.m.	General Manager	N/A
October	22	SDCWA Full Board Meeting	SDCWA Board Room, 3-5 p.m.	General Manager	N/A
October	27	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	10/20
October	28	San Luis Rey Watershed Council	Pala Administration Building 1:00 p.m.	Appointed Director	N/A

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

- **CHANGES – ADDITIONS - DELETIONS:**

~NOTE~ Some or all the meetings listed may be held via teleconference or cancelled due to the current COVID-19 situation. Please contact the District with any inquiries.

BOARD OF DIRECTORS

September 22, 2020

SUBJECT

Operations Report for August 2020

DESCRIPTION

Activities for Operations & Maintenance Division

CONSTRUCTION & MAINTENANCE DEPARTMENT:

	Repairs	Installations	Leaks
Mainline			
Service			
Hydrants	1		
Valves		2	
Meters		2	
Blow-Offs	3		2
Air Vacs	2		2

WATER OPERATIONS AND VALVE MAINTENANCE DEPARTMENT:

Water Operations:

- Collected a set of two Bac-T sample for Olive hill estates pipeline install.
- 100% Complete on Rainbow Hills Pump Station rehabilitation work to include painting inside.
- Collected all tank/reservoirs nitrification samples.
- Performed routine maintenance/rebuilding on two pump station pump control valves.
- Installed ten new District warning/no trespassing signs at district facilities.
- Performed routine maintenance/rebuilding on two doghouse CLA VAL's.

- Installed new pump control valve at Magee pump station.

Valve Maintenance:

Monthly Totals	Valves (Distribution)	Appurtenance Valves	Appurtenances
Exercised	15	26	N/A
Inoperable	3	8	0
Repaired	0	0	0
Replaced	0	0	0
Installed	0	0	0

Valve Maintenance completed and/or oversaw the following:

- 224 utility locates completed
- Assisted with (8) shutdowns
- Raised (0) fire hydrants (installed breakaway spools)
- Replaced (4) air/vacs (0) wharf heads (0) Fire hydrants
- Painted 28 appurtenances

METERS DEPARTMENT:

Current Projects:

- Water Service Upgrade Project
- Concord in route 16 and continue in 27,32,49,
- 1380 (16%) meters have been replaced by Concord on track to reach 2500 by the new year.

Backflows:

- 525 tested last month and 3117 backflow inspections completed this year. 1886 remaining.

Customer Service Requests:

- 969 total resolved requests for the month of August

WASTEWATER:

Monthly, Semi Annual and Annual Reports:

California Integrated Water Quality System (CIWQS): Confirmation # 2578898 Reported "No Spill Report" for Month: August 2020

Lift Stations:

August 24,2020 – Fallbrook Oaks lift station won't run. Troubleshoot problem wiring and battery replaced.

Projects:

August 5,2020 Moosa Creek sewer manholes. Adjusted 5 sewer concrete manhole rings 12" above grade per upcoming rainy season.

N-_72 / N-3_59 /N-3_71 /N-3_69 / N-3_71

August 26,2020 – August 28,2020 Wastewater and SCW start repairs to North River Road 15" VCP sewer line. Spot repairs PO_12 – PO_11. Set up a 700' sewer bypass.

August 19,2020 – Applied rootx root control at following locations: Customer concerns.

N-2_143,N-3_43,J-6_1,J-6_4

Customer service:

August 4,2020 Service Address:4030 Lake Park In – Customer called in bad sewer smell. Advised to check traps and ran sewer line with Vaccon truck stagnant line.

Mutual Aid:

August 13,2020 meet with USPS Bioxide odor control for Hwy 76 Odor control. Introduce a permanent working plan.

FLEET/GARAGE:

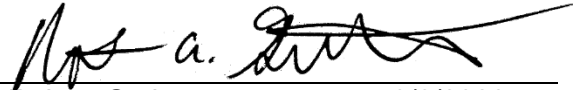
Projects:

- Detail and prepare # 33 for Gov Deals
- Prepare work bench and shop toolbox upgrade clean and spec.
- Purchase and store chemicals in flammable cabinets

Future Projects:

- Prepare new dump truck # 72 and welder truck # 21 for service (pending delivery)
- Opacity test, smoke checks and DPF (Diesel Particulate Filter) cleaning September 4, 2020
- Spec and Order DEF (Diesel Exhaust Fluid) portable tank with pump & meter (waiting on quotes)
- Shop compressor preventive maintenance and inspection(Scheduled for October)
- Shop truck lift safety inspection and maintenance (Monthly)
- Upfit # 3 with maximum tool storage and install center console with additional emergency radio's and safety lighting.

- Shop work bench and shop toolbox upgrade (Pending delivery)
- Fleet emissions testing and reporting by December 31, 2020
- Rehab Portable restrooms (pending quotes)
- Unit # 13 Install Back up camera



Robert Gutierrez
Operations Manager

9/8/2020

BOARD OF DIRECTORS

September 22, 2020

SUBJECT

Engineering Report for August 2020

DESCRIPTION

CAPITAL PROJECTS:

Corrosion Protection Program (HDR Eng., Inc.): This project has been completed and the final invoice for August 2020 will be processed.

Land Surveying Services - Record of Survey (KDM Meridian): The record of survey was submitted to the county but placed on hold. After the District Counsel completes Quiet Title action and resolves boundary issues, the record of survey will be finalized. Due to the COVID-19 restrictions, the Quiet Title action is delayed.

North River Road Sewer Points Repair (SCW Contracting): The contractor repaired Reach #2, #3 and #4 and is scheduled to be working on Reach #5 and #6 in early September 2020.

North River Road Sewer Pipe Lining (Southwest Corporation): The Board of Directors approved the award of this project at the August 25, 2020 Board meeting. Staff sent out the Notice of Award and is waiting on the Contractor to complete and return the contract documents.

Olive Hill Estates Transmission Line Reconnection Project (T.E. Roberts, Inc.): Project includes the construction of 2,550 lineal feet of 14-inch ductile iron pipe and 30 lineal feet of 12-inch ductile iron pipe in the Olive Hill Estates community. The new pipeline has been installed, all tests have been successfully completed (pressure, chlorine, and bacteria). The project is anticipated to be completed in September 2020. A Notice of Completion and acceptance of the project will be presented to the Board at either the October or November 2020 Board Meeting.

Phase I PRS Project (M-Rae): The contract was cancelled. District is waiting on the contractor to submit a reimbursement request. Materials for the project were purchased directly from Pacific Pipeline Supply and the materials will be delivered to the District yard in September 2020.

Pipeline Upgrade Project (PUP) No. 1 (Omnis Consulting): Bid package was reviewed by the Engineering and Operations Committee. The project has been divided into multiple bid packages. The construction contract for the Sagewood Road Water Pipeline Improvements was approved at the August 25, 2020 Board Meeting. The CEQA documents for Gopher Canyon Water Pipeline Improvements are under review. The Bid documents for the Gird Road Water Pipeline Improvements and Eagles Perch Water Pipeline Improvements are complete and ready for bid. The final bid documents for the Via Vera Water Pipeline Improvements are expected on September 18, 2020.

Pipeline Upgrade Project (PUP) No. 2 (Harris & Assoc.): The award of a construction contract for the Nella Lane Water Main Replacement Project was expedited due to a County of San Diego project starting in the same area. This construction contract was approved at the August 25, 2020 Board Meeting. Consultant is working on design and CEQA documentation for the remaining pipe segments.

Pressure Reduction Optimization Plan: Engineering staff worked on identifying existing right-of-way and locations for future pressure reducing stations based on the discussion from the Engineering and Operations staff meeting. A table presenting a list of pressure reducing station projects and their priority has been distributed to Operations to review and input. District staff completed a standard design for above ground PRS's to be used in future bid documents. Additionally, the project plans for installation of above ground pressure reducing stations have been completed for North River Road and Fire Road.

Quiet Title: District staff is working with Legal Counsel on this project. The attorneys have served all known decedents of the original property owners. Next step is to have an order for service by publication. After that, assuming no responses, we can provide a default judgment to the court.

Rainbow Heights Pump Station Replacement (Orion Construction Corp): The contractor is in the submittal phase of this project..

Rice Canyon Tank Transmission Line (Dexter Wilson Eng.): The Consultant continues to work on the design. District staff is working with consultant to resolve easement issues.

Sewer Pipe Lining (Nu-Line Tech.): Contractor did not respond to the District's request for replacement or a credit for the defective lining. Acceptance of the improvements with a change order to the contract amount reflecting the credit for defective lining will be brought to the Board for consideration at a later date.

Solar Power at Bonsall Reservoir: District staff is working with SDG&E on options.

Thoroughbred and Schoolhouse Lift Stations (Kennedy Jenks Assoc.): Consultant is moving forward with Design of the facilities required for serving the Meadowood Development.

Vista Valley Country Club Villas HOA PRS Project (SCW Contracting): Project includes rock excavation into existing slope, construction of a retaining wall, installation of one EFI PRS, removing an existing pipe cross and connecting the two piping runs, and installation of two plug valves in the Vista Valley Country Club Villas HOA. Construction started the first week of August 2020. Removal of existing pipe cross and connecting the two piping runs were completed in August 2020. Rock excavation into existing slope for the EFI PRS was completed. The contractor will be starting on the construction of the retaining wall in September 2020 and installation of the EFI PRS. There have been no change orders to date.

Weese Filtration Plant Interconnect: District is investigating costs of expanding the capacity of the proposed pump station.

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. Mylar plans were submitted to the District and are currently under review by District Staff.

Fairview-Lilac Del Cielo (Bonsall LLC): 73 Units / 77.8 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).

Golf Green Estates (Development Solutions): 94 SFR / 102.46 EDUs – Across from Bonsall Elementary School on Old River Road. Staff working with the developer on easement issues. Onsite punch list was prepared by staff. Contractor to complete items on the punch list. Water meters purchased to date - 83.

Horse Creek Ridge (D.R. Horton): 627 SFR/MF, 430 WMs (Reduced by 124 WMs) / 754 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.

Horse Creek Ridge Unit 6R5 Promontory (Richmond American Homes): 116 Units, 124 WMs (includes irrigation plus 3 SF meters purchased by DRH) / 124 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.

Meadowood (Pardee Homes): Approximately 850 Units - On Pala Road/Horse Ranch Creek Road. The developer is grading the project now. The Board has entered an Out of Agency Service Agreement with the Developer.

Ocean Breeze Ranch: The District completed the review of the water and sewer system analysis reports.

Pala Mesa Highlands (Beazer Homes): 124 SFR / 159.88 EDUs – On Old Highway 395. The PRS needs to be installed. Currently inspecting meter installs, meter releases and sewer connections. Water meters purchased to date - 115.

MINOR DEVELOPER PROJECTS:

Cal-A-Vie (Spa Havens) Water Main Extension on Spa Havens Way: District staff has completed two plan checks. Staff conducting plan check 3.

Carefield Senior Living: District staff has completed one plan check. Waiting on developer response.

Helling Hill Run Water Main Extension: Construction is complete. Acceptance of the facilities was approved at the July 28, 2020 Board Meeting. Staff is working on closing out the project. The County of San Diego made changes to their documents and the documents which were previously signed and notarized, must be done again and re-submitted to the County.

Malek 350' Water Main Extension on Entrada Al Sol: Construction is complete. Acceptance of the facilities was approved at the July 28, 2020 Board Meeting. Staff is working on closing out the project. The County of San Diego made changes to their documents and the documents which were previously signed and notarized, must be done again and re-submitted to the County.

McDowell Water Main Extension on Ranger Road: Construction is complete. Acceptance of the facilities was approved at the August 2020 Board Meeting. Staff is working on closing out the project. The County of San Diego made changes to their documents and the documents which were previously signed and notarized, must be done again and re-submitted to the County.

VNUIT Sewer Main Extension on Highway 76: District staff has completed five plan checks.

Wiestling 198' Water Main Extension on West Lilac Road: A 20' easement has been dedicated to the District along the westerly boundary of the property. All documentation has been approved. The contractor is on site installing the new water main.

OTHER:

ITEMS	NO#	ITEMS	NO#
Water Availability Letters	1	Water Meters Purchased	6
Sewer Availability Letters	1	Sewer EDUs Purchased	0
Water Commitment Letters	0	Developer Shutdowns	0
Sewer Commitment Letters	0	Jobs Closed:	0



Chad Williams
Acting District Engineer

9/22/2020

**AS-NEEDED CONTRACT EXPENDITURES REPORT
SEPTEMBER 2020**

CONT #	EXP DATE	TITLE	CONSULTANT	FUND SOURCE	ASSIGNMENT LETTERS	ASSIGNMENT DATES	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
18-16	8/29/2021	As-Needed Land Surveying Services	Johnson-Frank & Associates, Inc.	NON-CIP	2019-01	5/14/2019	Topography - Dentre De Lomas Road repair.				
				NON-CIP	2019-02	8/6/2019	Easement review - McDowell / Mead		\$ 5,115.40	\$ 5,115.40	
									\$ 4,100.00	\$ 1,404.25	
								\$ 50,000.00	\$ 9,215.40	\$ 6,519.65	\$ 43,480.35
18-14	8/29/2021	As-Needed Land Surveying Services Change Order 01 for \$50K	KDM Meridian, Inc.	NON-CIP	2018-01	9/11/2018	Stake easement on Morro Hills due to 20" watermain failure.		\$ 7,280.00	\$ 7,278.75	
				CIP	2019-02	1/9/2019	RMWD "Base Map" to perform in-house design of proposed water facilities on Via Ararat.		\$ 5,800.00	\$ 5,800.00	
				CIP	2019-03	---	Assignment Cancelled - 4 PTR Plottable Easements		\$ -	\$ -	
				CIP	2019-04	4/24/2019	Stake easement on Gird Road for construction project.		\$ 5,400.00	\$ 5,400.00	
				CIP	2019-05	6/18/2019	Legal and Plat for Campbell - Via Ararat		\$ 1,195.00	\$ 1,195.00	
				NON-CIP	2019-06	10/24/2019	Stake easement on Via Oeste Drive and Laketree Drive		\$ 10,900.00	\$ 7,725.00	
				CIP	2019-07	11/8/2019	Easements for new PS on W. Lilac/Via Ararat		\$ 4,100.00	\$ 1,100.00	
				NON-CIP	2020-08	4/6/2020	Linda Vista Drive - Mainline Break		\$ 5,563.00	\$ 5,562.50	
				CIP	2020-09	4/6/2020	Gird Road - Winery easement anlysis and exhibit		\$ 7,680.00	\$ 6,900.00	
				CIP	2020-10	Pending	Additional Gird Road - Winery easement analysis and new exhibit		\$ 5,320.00		
18-15	8/29/2021	As-Needed Land Surveying Services Change Order 01 for \$50K	Right-of-Way Engineering, Inc.	NON-CIP	2019-00A	5/15/2019	Title Reports, Legals & Plats - Los Sicomoros		\$ 7,705.00	\$ 7,705.00	
				NON-CIP	2019-00B	6/18/2019	Adams Property Easement - Ranger Road		\$ 1,885.00	\$ 1,885.00	
				CIP	2019-00C	6/30/2019	Pardee Easement - North River		\$ 2,875.00	\$ 2,875.00	
				NON-CIP	2019-01	6/19/2019	Easement Survey - Grove View Road		\$ 4,220.00	\$ 3,285.00	
				CIP	2019-02	10/3/2019	Easement Survey - Pala Mesa/Teacalote/Fire Rd/Pala Lake		\$ 15,640.00	\$ 15,451.30	
				CIP	2019-03	11/6/2019	Easement Survey - Moosa Creek Pump Station. Restake and		\$ 5,410.00	\$ 5,675.20	
				CIP	2020-04	2/19/2020	Lemonwood Easement Location		\$ 5,370.00	\$ 4,390.00	
				CIP	2020-05	6/9/2020	Easement Survey - Hutton Pump Station		\$ 5,687.50	\$ 3,790.00	
				CIP	2020-06	7/30/2020	Easement Survey - Rainbow Heights Rd - Calfire Camp Site		\$ 5,756.00		
				CIP	2020-07	8/26/2020	Easement Survey - RHR - Calfire Camp Site Additional Services		\$ 2,276.00		
								\$ 100,000.00	\$ 56,824.50	\$ 45,056.50	\$ 54,943.50
19-16	6/25/2022	As-Needed Civil Engineering Services	Dudek	Both	2019-01	12/18/2019	PRS and other Schematic Design/Drafting Services		\$ 10,000.00	\$ 3,402.50	
				CIP	2020-02	---	Cancelled Assignment - Design of Hutton Pump Station Site		\$ -		
								\$ 150,000.00	\$ 10,000.00	\$ 3,402.50	\$ 146,597.50
19-17	7/01/2022	As-Needed Civil Engineering Services Change Order 01 for \$150K	Omnis Consulting, Inc.	NON-CIP	2019-01	7/16/2019	PS&E Pavement Repair - Dentre De Lomas		\$ 8,890.00	\$ 8,890.00	
				CIP	2019-02	8/1/2019	Olive Hill Estates Transmission Water Main		\$ 73,700.00	\$ 73,700.00	
				CIP	2019-03	10/14/2019	Vista Valley Retaining Wall Design		\$ 23,495.00	\$ 23,040.67	
				CIP	2019-04	12/3/2019	Sarah Ann to Gird Road Force Main Replacement		\$ 22,790.00	\$ 10,730.00	
				CIP	2020-05	3/24/2020	Gird Road Water Main Upsize		\$ 21,120.00	\$ 21,120.00	
				CIP	2020-06	8/5/2020	Caltrans Encroachment Permit Renewal		\$ 6,410.00		
								\$ 300,000.00	\$ 156,405.00	\$ 137,460.67	\$ 162,519.33
19-18	6/25/2022	As-Needed Civil Engineering Services	HydroScience Engineers, Inc.	CIP	2019-01	12/18/2019	Live Oak Park Road Bridge Crossing		\$ 42,020.00	\$ 27,145.00	
								\$ 150,000.00	\$ 42,020.00	\$ 27,145.00	\$ 122,855.00

**AS-NEEDED CONTRACT EXPENDITURES REPORT
SEPTEMBER 2020**

CONT #	EXP DATE	TITLE	CONSULTANT	FUND SOURCE	ASSIGNMENT LETTERS	ASSIGNMENT DATES	DESCRIPTION	AUTHORIZED AMOUNT	NOT TO EXCEED AMOUNT	INVOICED TO DATE	CURRENT BALANCE
19-19	6/25/2022	As-Needed Real Estate Appraisal Services	Anderson & Brabant, Inc.	CIP	2019-01	9/19/2019	North River Rd Easement Appraisal				
				CIP	2020-02	2/19/2020	PRS Fire Road Appraisal		\$ 3,500.00	\$ 3,500.00	
									\$ 7,500.00	\$ 7,500.00	
								\$ 20,000.00	\$ 11,000.00	\$ 3,500.00	\$ 16,500.00
19-20	6/11/2022	As-Needed Real Estate Appraisal Services	ARENS Group, Inc.	NON-CIP	2019-01	7/15/2019	Bonsall Reservoir Appraisal (to include rent value)		\$ 3,050.00	\$ 3,050.00	
				CIP	2020-02	1/7/2020	Moosa Creek Pump Station Easement Appraisal		\$ 5,350.00	\$ 6,542.50	
				CIP	2020-03	1/7/2020	Hutton Pump Station Easement Appraisal		\$ 3,400.00	\$ 3,400.00	
19-39	11/13/2022	As-Needed Geotechnical Services	Leighton Consulting, Inc.	CIP	2020-01	6/25/2020	Rainbow Heights Pump Station geotechnical exploration		\$ 8,630.00	\$ 3,797.20	\$ -
								\$ 100,000.00	\$ 8,630.00	\$ 3,797.20	\$ 96,202.80
19-40	11/1/2022	As-Needed Geotechnical Services	Ninyo & Moore G.E.S. Consultants	NON-CIP	2020-01	3/26/2020	Dentro De Lomas geotech observation and material testing		\$ 6,518.00	\$ 1,369.00	\$ -
					2020-02	8/6/2020	Vista Valley Villas PRS geotech observation and material testing.		\$ 10,235.00	\$ -	\$ -
19-41	11/20/2022	As-Needed Geotechnical Services	ATLAS (SCST, LLC)	CIP	2020-01	7/7/2020	Olive Hills Estates Trans. Main geotech observation/field test.		\$ 36,619.00	\$ 6,063.00	\$ -
								\$ 100,000.00	\$ 36,619.00	\$ 6,063.00	\$ 93,937.00
20-01	1/28/2023	As-Needed Construction Management & Insp. Services	Harris & Associates	CIP	2020-01	3/13/2020	CM support services for the WSUP project.		\$ 100,000.00	\$ 36,695.00	\$ -
				CIP	2020-02	4/7/2020	Constructability design review of PUP-1		\$ 6,270.00	\$ -	\$ -
				NON-CIP	2020-03	4/21/2020	Sewer North River Road - Emergency Repair		\$ 11,000.00	\$ -	\$ -
								\$ 150,000.00	\$ 117,270.00	\$ 36,695.00	\$ 113,305.00
20-02	1/28/2023	Management & Insp. Services	Reilly Construction Mnmnt.					\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
								\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
20-03	2/25/2023	As-Needed Environmental Services	Helix Environmental	CIP	2020-01	5/13/2020	Pipeline Upgrade Project - Disney Lane - Cultural/ Biological Evals		\$ 9,148.00	\$ 5,804.56	\$ -
				CIP	2020-02	5/13/2020	Pipeline Upgrade Project - Via Vera - Cultural/Biological Evals		\$ 9,155.00	\$ 4,446.37	\$ -
				CIP	2020-03	5/14/2020	Pipeline Upgrade Project - Hutton Pump Station - Cultural/Biological Evals		\$ 13,209.00	\$ 6,793.54	\$ -
				CIP	2020-04	5/14/2020	Pipeline Upgrade Project - Turner Pump Station - Cultural/Biological Evals		\$ 13,029.00	\$ 7,683.26	\$ -
				CIP	2020-05	7/16/2020	North River Road Sewer Points Repair - Biological Survey		\$ 3,900.00	\$ 3,139.16	\$ -
20-04	2/25/2023	As-Needed Environmental Services	Rincon Consultants					\$ -	\$ -	\$ -	\$ -
								\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
20-05	3/24/2023	As-Needed Environmental Services	Michael Baker International					\$ -	\$ -	\$ -	\$ -
								\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
								Total Authorized	Total Encumbrance	Total Expended	
								\$ 1,790,000	\$ 578,216	\$ 352,849	



**SEWER EQUIVALENT DWELLING UNITS (EDUs) STATUS REPORT
AUGUST 2020**

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	5,026.82 *
EDUs Unconnected/Committed	227.48
Total EDUs Available for Purchase:	2,602.37

DEVELOPMENTS WITH UNCONNECTED/COMMITTED EDUs	EDUs	CAPACITY FEES PAID
Bonsall Oaks (Polo Club) - 165 Lots	59.85	\$ 1,038,336
Golf Green Estates (Dev. Solutions) - 102.46	0.46	\$ 336,860
Lilac Del Cielo (Bonsall Group) - 77.8**	38.90	\$ 549,499
Passarelle (HRC Commercial) - 96.57	96.57	\$ -
Pala Mesa Highlands (Beazer Homes) - 159.88	18.30	\$ 262,742
Others (5 or less)	13.40	\$ 225,449
TOTAL UNCONNECTED:	227.48	\$ 2,412,886

*There is a delay between connections and new account activations.

**Paid initial 50% of Sewer Capacity Fee.

BOARD OF DIRECTORS
SEPTEMBER 22, 2020

SUBJECT

HUMAN RESOURCES REPORT FOR SEPTEMBER/OCTOBER 2020

DESCRIPTION

Personnel changes, human resources activities, and safety report for SEPTEMBER/OCTOBER 2020

PERSONNEL UPDATES:

- *(Customer Service Department)* Tiffany Myhre's last day with the District was 8/13/20. This created an opening for a full time, Customer Service Representative position. The position was offered to **Corynn Stalker**, who was originally hired to work as a Temporary Customer Service Representative to support the WSUP project. Corynn has more than demonstrated our values of professionalism and teamwork over the past few months and we are grateful to have her on the team.
- One employee in IT returned from a leave of absence.
- One employee from Construction remains on a leave of absence.

RECRUITMENT:

- **Customer Service Representative (Temporary)** - Interviews took place on Thursday, September 3, 2020. The top 3 candidates will be completing a Second Interview with Panelists before we select our candidate.
- **Meters Services Supervisor:** We have selected a candidate and made an offer for a Meters Services Supervisor. Our recruit is currently in background check and is scheduled to begin work on September 28, 2020.

EMPLOYEE TRAINING AND EVENTS:

- **Leadership Development:** The District's leadership team participated in a workshop on August 31st to explore the results of the 360 feedback assessments and review the group's collective strengths and opportunities for improvement.
- **Customer Service Training:** RDM Management delivered this training on Tuesday, September 1st. 48 RMWD Staff Members attended and completed this Training. Team members who did not attend will have the opportunity to attend a make-up session.
- **"Drive-In to Fall" Harvest Event.** We are very excited for our upcoming Drive-In Movie Family Event taking place at the District yard on October 24. We will be observing all safety and social distancing guidelines, while still providing a safe opportunity to enjoy time with their families.

EMPLOYEE RECOGNITION:

Excellence Coin Awards

- Responsibility **Ricardo Zaragoza and Carlos Ramos (Honorable Mention)** – We received a voicemail from customer, Mickey Romero, who raved appreciation for Carlos and Ricardo’s assistance. Mr. Romero expressed he’s worked for the Public Sector for over 40 years and he was beyond impressed with the level of service he received.
- Professionalism **Malik Tamimi-** Craig Beatty, President VVCC HOA Board of Directors, wrote a letter to GM Tom, that expressed the appreciation for Malik’s professionalism and communication.

BENEFITS:

Health Insurance Renewal Rates for 2021

The District has received the 2021 Employee Benefits Renewal rates from ACWA-JPIA. A summary of the changes and the fiscal impact on the District are as follows:

Anthem PPO and CDHP	.2% decrease
Anthem HMO	7.6% increase
Traditional Kaiser HMO and CDHP	9% increase
Vision Service Plan (VSP)	No increase
Employee Assistance Program – change from MHN to Anthem	9.44% increase

Based on current enrollment levels, the District will see an increase in overall health insurance benefits costs of 5.3%, or approximately \$51,000 in 2021. Notably, an analysis of the costs of the Anthem PPO and Anthem HMO compared with the Anthem CDHP and the two Kaiser plans that were added in 2016, revealed that without the new plans, the annual costs likely would have been \$100,000 higher.

Open Enrollment will be held between October 12 – 30, 2020 for the 2021 plan year. The exact cost impact will depend on changes at open enrollment in October and throughout the year with staff turnover and qualifying events.

SAFETY:

Incidents

There were no lost time or modified duty due to a work-related incident.

Safety Training

Target Solutions online training: 12 completions for August 2020

Future planning to increase safety awareness throughout the district to include:

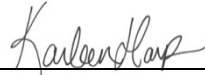
- Hazardous Communication
- Spill Prevention Control, Countermeasures Plan rewrite
- Business Communications

Claims in Progress

- Monday- 4441 La Canada Rd
- DiValerio- 4615 La Canada Rd

Tailgate/ Office Safety Trainings

Spill Prevention Control, Countermeasures Plan
Audiogram and Pulmonary Testing



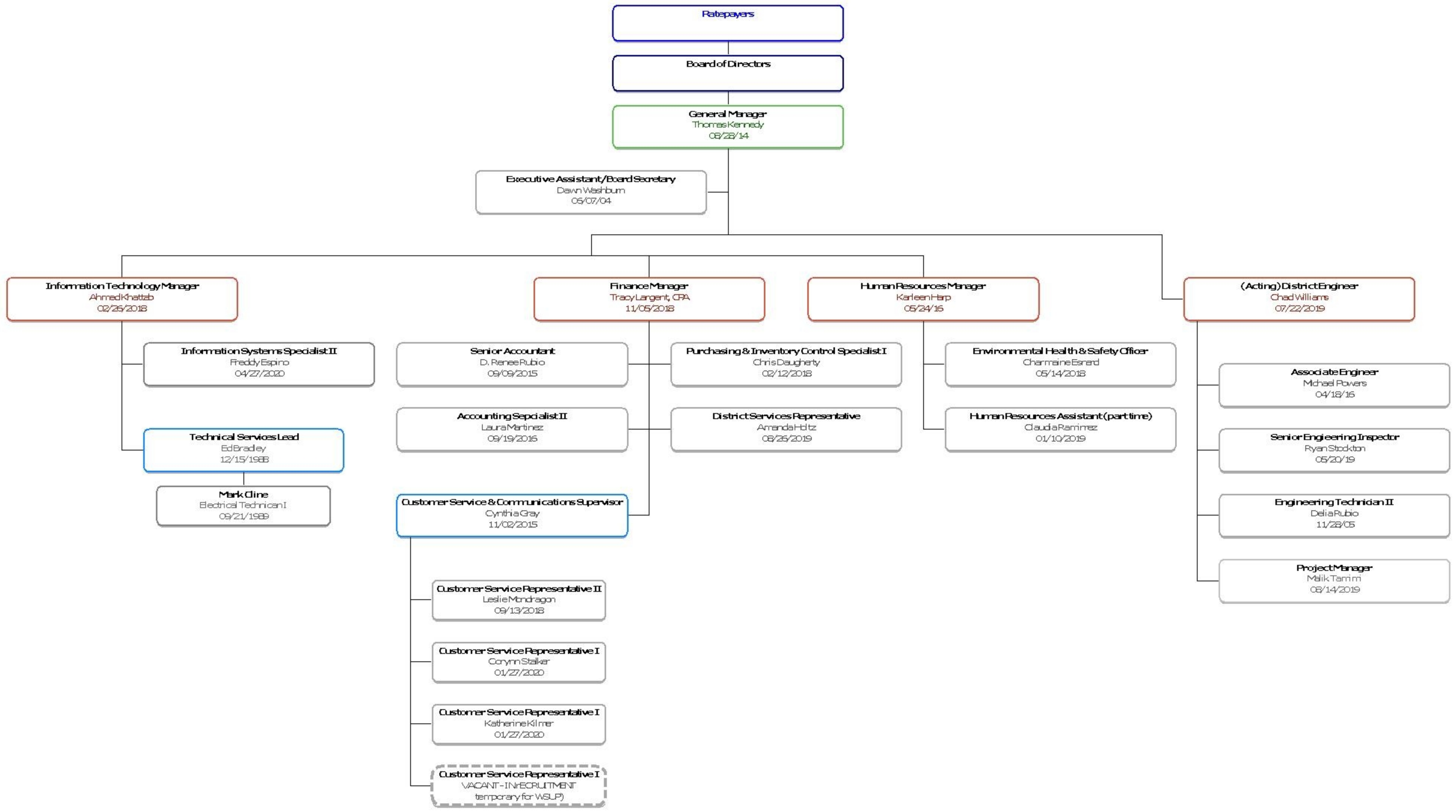
Karleen Harp, COSM Human
Resources Manager

9/22/2020

**RAINBOW MUNICIPAL WATER DISTRICT
ORGANIZATIONAL CHART
PAGE 1 of 2**

Creation Date: 8/21/2014

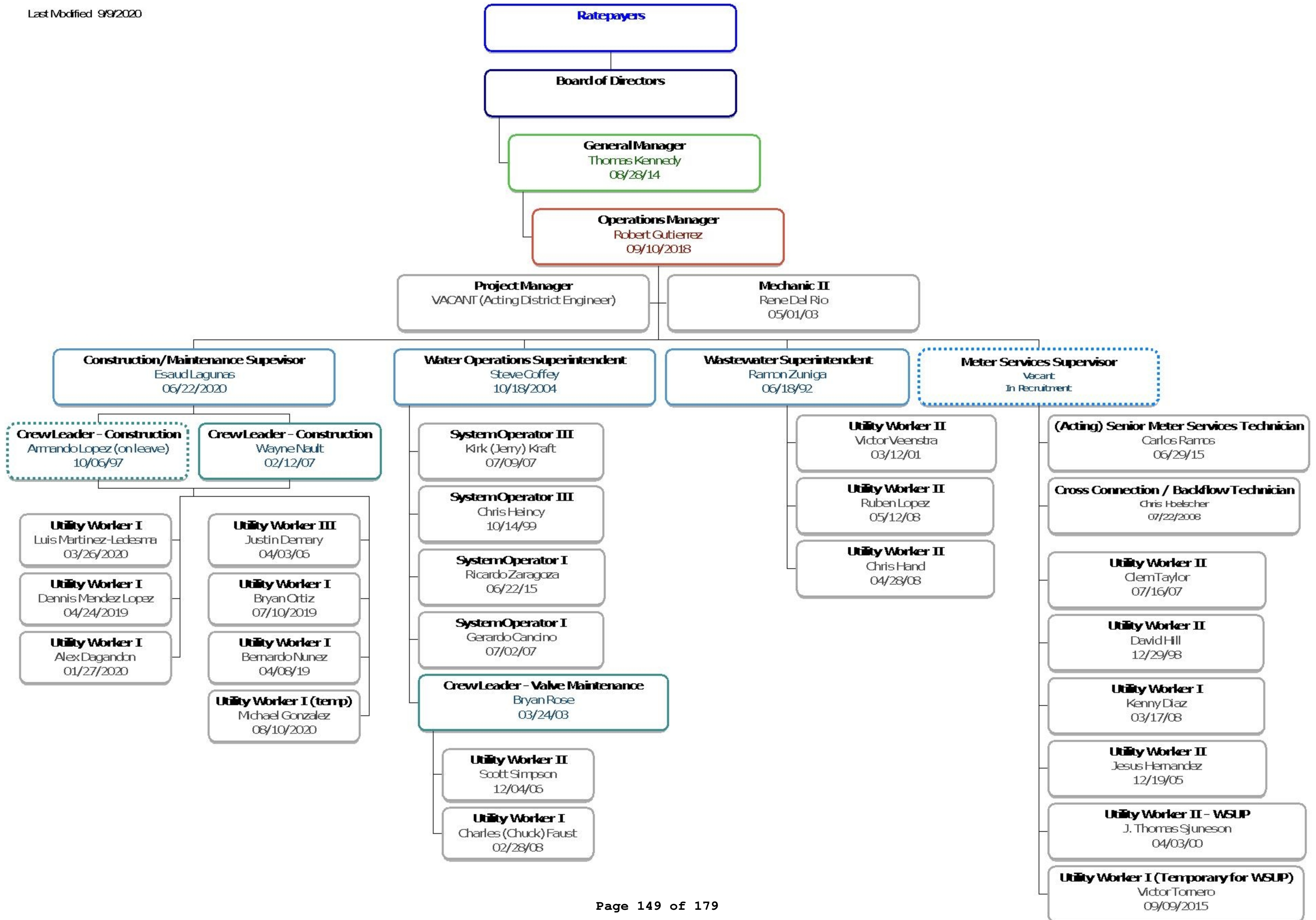
Last Modified: 9/9/2020



RAINBOW MUNICIPAL WATER DISTRICT
 ORGANIZATIONAL CHART
 PAGE 2 of 2

Creation Date 8/21/2014

Last Modified 9/9/2020



BOARD OF DIRECTORS

September 22, 2020

SUBJECT

FINANCE REPORT FOR SEPTEMBER 2020

DESCRIPTION

Summary:

FY 2020/2021 Water Sales:

Budgeted 13,500 AF

Actual July FYTD 20/21 1,619 AF

Actual July FYTD 19/20 1,479 AF

Actual July FYTD 18/19 1,837 AF

July FYTD 2020/2021 Budget vs Actual:

For FY 20/21, 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 FY 20/21, with operating expenses being budgeted within this lower operating revenue level as well.

Capital Budget:

Capital Fund balances are: Water \$5.1M, Water Service Upgrade (WSUP) \$7.4M, and Wastewater \$10.7M. Capital Fund budgets for FY 20/21 are: Water \$8.1M, Water Service Upgrade (WSUP) \$4.1M, and Wastewater \$8.25M.

Treasury Report:

Interest Revenue for July 2020 was \$40,390 compared to \$20,439 for the prior month. Gains from assets sales were \$0 for July 2020. Investment valuation was up \$7,816 over the prior month and \$389,459 over the prior year.

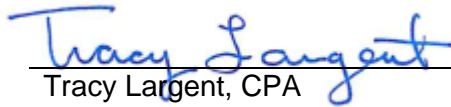
Water Purchases & Water Sales:

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 (JULY FYTD 20/21)
- B. Fund Balance Projections

- C. Treasury Report (JULY FY 20/21)
- D. Five-Year Water Purchases Demand Chart (through 8/31/2020)
- E. Water Sales Summary (JULY FY 19/20)
- F. Check Register (JULY FY 19/20)
- G. Directors' Expense Report (JULY FY 19/20)
- H. Credit Card Breakdown (JULY FY 19/20)
- I. Developer Projections
- J. RMWD Properties



Tracy Largent, CPA
Finance Manager

September 22, 2020

Statement of Revenues & Expenses Budget vs. Actual

Operating Funds (Water, Wastewater, & General Funds)

July 31, 2020



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
41110-Water Sales-Sf Mf Cm Is	990,489	628,197	362,292	58%	7,538,364
41112-Sewer Charges-Established Acct	252,878	266,221	-13,343	-5%	3,194,655
42120-Monthly O & M Charges	683,702	699,028	-15,326	-2%	8,388,335
42121-Monthly O&M Charges - CWA	408,627	429,808	-21,181	-5%	5,157,699
43101-Operating Inc Turn On/Off Fees	0	417	-417	-100%	5,000
43106-Operating Inc-Sewer Letter Fee	0	83	-83	-100%	1,000
41120-Water Sales-Ag-Dom Non Cert	130,492	89,213	41,280	46%	1,070,554
41160-Water Sales-Ag. Non Discount	403,848	335,956	67,893	20%	4,031,470
41170-Water Sales-Construction	32,916	8,120	24,796	305%	97,442
41180-Water Sales - Tsawr Com	614,926	319,029	295,896	93%	3,828,353
41190-Water Sales-Sawr Ag/Dom	439,009	432,477	6,532	2%	5,189,723
42130-Readiness-To-Serve Rev Id#1	0	20,833	-20,833	-100%	250,000
42140-Pumping Charges	62,291	50,693	11,598	23%	608,312
-Water Sales	4,019,180	3,280,075	739,104	23%	39,360,905
43100-Operating Inc Oak Crest Service Charges	3,900	1,950	1,950	100%	23,400
43102-Operating Inc Penalty/Int Chgs	1,987	4,167	-2,179	-52%	50,000
43104-Operating Inc. R.P. Charges	20,637	20,472	165	1%	245,665
43108-Operating Inc Plan Check Rev.	0	4,583	-4,583	-100%	55,000
43110-Operating Inc Inspections	0	1,667	-1,667	-100%	20,000
43111-Operating Inc Install Fees Hyd	0	167	-167	-100%	2,000
43114-Operating Inc-Miscellaneous	0	583	-583	-100%	7,000
43116-New Meter Sales/Install Parts	0	3,333	-3,333	-100%	40,000
43117-Notice Delivery Revenue	0	417	-417	-100%	5,000
-Other Operating Revenue	26,524	37,339	-10,815	-29%	448,065
42200-Overhead Trs From Water Sewer	0	668,702	-668,702	-100%	8,024,423
-Transfers from Water & Waste Water	0	668,702	-668,702	-100%	8,024,423
REVENUE-Operating Revenue	4,045,731	3,986,116	59,615	1%	47,833,393

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
50001-Water Purchases	2,657,743	1,419,247	1,238,496	87%	17,030,963
50003-Water In Storage	-220,404	0	-220,404		0
50005-Ready To Serve Charge	41,151	41,565	-415	-1%	498,780
50006-Infrastructure Access Charge	53,674	57,912	-4,238	-7%	694,944
50008-Ag Credit-Sawr	-191,386	-84,143	-107,243	127%	-1,009,721
50010-Customer Service Charge	92,427	92,427	-0	0%	1,109,124
50011-Capacity Reservation Charge	32,991	34,995	-2,003	-6%	419,934
50012-Emergency Storage Charge	139,676	133,615	6,061	5%	1,603,380
50013-Supply Reliability Charge	77,502	81,410	-3,908	-5%	976,920
-Cost of Purchased Water Sold	2,683,373	1,777,027	906,346	51%	21,324,324
56101-Regular Salaries	333,566	438,583	-105,017	-24%	5,262,995
56103-Overtime Paid Comptime Earn.	30,641	29,583	1,057	4%	355,000
56202-Director's Compensation	0	1,167	-1,167	-100%	14,000
56518-Duty Pay	2,250	3,717	-1,467	-39%	44,600
56519-Paid Time Off Accrued Expense					
56520-Deferred Comp-Employer Contrib	15,890	11,707	4,183	36%	140,485
-Salary & Labor Expenses	382,347	484,757	-102,410	-21%	5,817,080
56501-Employer's Share FICA SSI	18,424	25,147	-6,723	-27%	301,763
56502-Employer's Share Medicare	5,114	6,376	-1,262	-20%	76,516
56515-Worker's Compensation Ins	0	12,053	-12,053	-100%	144,640
56516-State Unemployment Ins E.T.T.	139	1,101	-963	-87%	13,217
-Taxes	23,677	44,678	-21,001	-47%	536,136
56503-Medical Ins ACWA Health Ben	79,959	77,087	2,872	4%	925,046
56504-Dental Insurance	7,502	7,271	231	3%	87,252
56505-Vision Ins ACWA	1,039	969	70	7%	11,631
56506-Life S/T L/T Disability Ins	4,374	4,569	-196	-4%	54,832
56507-Retirement-CalPERS	38,354	46,599	-8,245	-18%	559,186
56511-Employee Uniform Allowance	1,189	2,083	-894	-43%	25,000
56512-Employee Training/Tuition Reim	449	1,800	-1,351	-75%	21,600
56513-Employee Relations	0	1,217	-1,217	-100%	14,600
56524-Other Post Employment Benefits	898	0			0
56530-Gasb 68 Pension	551,348	35,833	515,515	1439%	430,000

Attachment A

Positive = Over Budget

Negative = Under Budget

	FY 20/21 YTD Revenues/Expenditures	FY 20/21 YTD Operating Budget	YTD Variance \$	YTD Variance %	FY 20/21 Annual Operating Budget
-Fringe Benefits	685,111	177,429	507,682	286%	2,129,147
52176-Overhead Transfer To Gen Fund	0	668,702	-668,702	-100%	8,024,423
-Transfers	0	668,702	-668,702	-100%	8,024,423
60000-Equipment	11,712	7,833	3,879	50%	94,000
60100-Computers	7,309	8,503	-1,194	-14%	102,040
63100-Equipment Maintenance	14,242	14,550	-308	-2%	174,600
63102-Equipment Maintenance Contract	0	4,852	-4,852	-100%	58,225
63200-Equipment Rental	2,590	9,750	-7,161	-73%	117,000
63400-Kitchen Supplies	0	1,167	-1,167	-100%	14,000
63401-Building Maintenance	3,415	11,350	-7,935	-70%	136,200
63404-Backflow Expenses	0	12,542	-12,542	-100%	150,500
63421-Fuel And Oil	6,465	11,667	-5,201	-45%	140,000
63422-Repair Supplies Auto	0	5,833	-5,833	-100%	70,000
65000-Property/Liability Insurance	0	33,333	-33,333	-100%	400,000
65100-District Paid Insurance Claims	55	24,167	-24,112	-100%	290,000
65200-Miscellaneous Expense	-300	0	-300		0
66000-Bad Debt Exp/Billing Adjust'S	0	417	-417	-100%	5,000
POSTAGE-Postage	0	3,875	-3,875	-100%	46,500
70000-Professional Services	8,483	77,600	-69,117	-89%	931,200
70100-Annual Audit Services	0	2,917	-2,917	-100%	35,000
70300-Legal Services	0	37,500	-37,500	-100%	450,000
70400-Bank Service Charges	0	4,167	-4,167	-100%	50,000
72000-Supplies & Services	17,848	103,233	-85,386	-83%	1,238,800
72001-Right Of Way Expenses	52,142	16,667	35,475	213%	200,000
72010-Tank Maintenance	0	72,042	-72,042	-100%	864,500
72150-Regulatory Permits	0	6,467	-6,467	-100%	77,600
72200-Books & Resources	0	192	-192	-100%	2,300
72400-Dues & Subscriptions	27,280	51,231	-23,951	-47%	614,773
72500-Safety Supplies	950	3,458	-2,508	-73%	41,500
72600-Sewer Line Cleaning	0	4,833	-4,833	-100%	58,000
72700-Printing & Reproductions	0	1,167	-1,167	-100%	14,000
72702-Public Notices & Advertising	150	183	-33	-18%	2,200

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
72900-Stationary & Office Supplies	0	417	-417	-100%	5,000
73000-Small Tools & Equipment	1,010	4,067	-3,057	-75%	48,800
74000-Communicatons & Phone Bills	837	708	129	18%	8,500
74100-Phone Bill	1,957	7,750	-5,793	-75%	93,000
75300-Travel, Conferences & Training	0	3,499	-3,499	-100%	41,990
75400-Workforce Development	1,125	275	850	309%	3,300
75500-Recruitment	1,067	1,567	-500	-32%	18,800
77000-Sewage Treat.-Oceanside Plant	0	87,500	-87,500	-100%	1,050,000
78000-Utilities - Electricity	0	48,542	-48,542	-100%	582,500
78300-Hazardous Waster Material Disposal	0	1,000	-1,000	-100%	12,000
78700-Utilities - Propane	0	1,292	-1,292	-100%	15,500
78900-Trash Pick-Up	0	896	-896	-100%	10,750
-Operating Expenses	158,337	689,007	-530,670	-77%	8,268,078
EXPENSE-Operating Expense	3,932,845	3,841,599	91,245	2%	46,099,188
49301-Property Tax Rev. - Ad Valorem	0	37,917	-37,917	-100%	455,000
-Property Tax Revenue	0	37,917	-37,917	-100%	455,000
49050-Revenue Billing Adjustments	-5	0	-5		0
49102-Non Oper Inc-Nsf Check Fees	-5	0	-5		0
49105-Other Intergovernmental - Federal		0	0		
49106-Other Intergovernmental - State	0	250	-250	-100%	3,000
49107-Recycling Revenue	0	667	-667	-100%	8,000
49108-Non Oper Inc-Rents And Leases	9,799	0	9,799		0
49109-Miscellaneous Revenue	200	3,000	-2,800	-93%	36,000
49114-Misc Revenue - Eng. Services	0	417	-417	-100%	5,000
57050-Expense Billing Adjustments	27	0	27		0
		0			
-Other Nonoperating Revenue/Expense	9,961	4,333	5,627	130%	52,000
-Non Operating Revenue (Expenses)	9,961	42,250	-32,289	-76%	507,000
Debt Service		197,902	-197,902	-100%	2,374,827
Current Year Net Revenue Less Expense*	\$ 122,847				\$ (133,622)

*Does not Include: Depreciation Expense

Operating & Debt Service Fund Balance

Current Year Current Cash
\$9,481,880

	Water Operating	Wastewater Operating	General Operating	Rate Stabilization	Debt Service	TOTAL
	FY 20/21	FY 20/21	FY 20/21	FY 20/21	FY 20/21	FY 20/21
Fund Balances:						
Beginning Unrestricted Fund Balance (Preliminary)	\$1,168,341	\$1,284,808	\$1,316,773	\$4,112,931	\$591,279	\$8,474,132
Transfer to Capital						0
Transfer to/from Rate Stabilization						0
Budgeted Operating Surplus (Loss)	100,547	(234,170)	8,159,423		(2,447,793)	5,578,007
Transfers In/(Out)			(8,159,423)		2,447,793	(5,711,630)
Projected Ending Fund Balance	\$1,268,888	\$1,050,638	\$1,316,773	\$4,112,931	\$591,279	\$8,340,509

Water Capital Fund Balance

Fund 26 & 60

Current Cash

\$6,329,464

	Year 1	Year 2	Year 3	Year 4	Year 5
	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Fund Balances:					
Beginning Unrestricted Fund Balance	\$4,364,696	\$5,135,313	(\$3,278,306)	(\$5,731,353)	(\$3,847,107)
Financing			5,000,000		
Transfer from Operating Reserves	1,600,000		3,349,172	4,809,246	4,018,854
Capacity Fees Current Year	1,656,897				
Less: Capital Labor	(343,507)	(300,000)	(300,000)	(300,000)	(300,000)
Less: Capital Project Budgets	(2,142,773)	(8,113,619)	(10,502,219)	(2,625,000)	(7,512,000)
Projected Worst Case Ending Fund Balance	\$5,135,313	(\$3,278,306)	(\$5,731,353)	(\$3,847,107)	(\$7,640,253)
Forecasted Capacity Fees		8,709,853	2,317,350	1,196,115	2,267,418
Potential Ending Fund Balance	\$5,135,313	\$5,431,547	\$5,295,850	\$8,376,211	\$6,850,483

Capital Project Budgets (Water):

GL Project #	Project Description	Proposed Budgets				
		Year 1 Actuals	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
300007	Programatic EIR for Existing Easements	\$36,236	\$450,000			
300008	New District Headquarters	25,457	200,000	300,000	300,000	2,000,000
600001	Rainbow Heights PS (#1) Upgrades/Recon.	85,390	1,303,698	1,303,699		
600002	Gird to Monserate Hill Water Line					1,400,000
600003	San Luis Rey Imported Return Flow Recovery	15,586				600,000
600007	Pressure Reducing Stations	919,844	750,000	800,000	250,000	800,000
600008	Weese WTP Permanent Emergency Interconnect and Pressure Station	156	500,000	1,250,000		
600009	Isolation Valve Installation Program	28,433	150,000			
600013	SDCWA Shutdown Pump Stations	27,314				
	Hutton Pump Station		580,000	800,000		
	Turner Pump Station		580,000	800,000		
600014	Morro Tank Zone Permanent FPUD Interconnection				150,000	
600015	Water Condition Assessment	72,983				
600017	Pressure Reducing Station Replacement Program (Rehabilitation)	578	300,000			
600019	Water System Monitoring Program	60,981			1,000,000	
600021	Pipeline Upgrade Project 1 (PUP 1)	125,324	3,250,000	1,000,000		
600026	Camino Del Rey Waterline Reloaction	8,925		2,100,000		
600029	Via Ararat Drive Waterline Project	280,121				
600030	Corrosion Prevention Program Development and Implementation	196,774	250,000	250,000	250,000	250,000
600031	Olive Hill Estates Transmission Line Reconnection	103,295	1,500,000			
600034	Rice Canyon Tank Transmission PL to I-15/SR76 Corridor		1,000,000	3,000,000		
600035	Tank and Reservoir Mixing Upgrades		250,000	1,500,000		
600036	Pipeline Upgrade Project 2 (PUP 2)	12,277				3,000,000
600037	Live Oak Park Road Bridge Replacement	18,891		600,000		
600038	Blue Breton Water System Looping Project		370,000	400,000		
600039	Sarah Ann Gird SS Forcemain	11,583				
600040	Vallecitos PS Relocation		530,000	500,000		
600046	Sampling Ports for testing		25,000			
600047	Generator at Sumac				250,000	
600048	Northside Zone Supply Redundancy					500,000
600049	Gomez PS Building		250,000	750,000		
600050	Lookout Mountain Electrical Upgrade. The Complete electrical upgrade w/emerg. generator				250,000	750,000
600051	North Feeder and Rainbow Hills Water Line Replacements			150,000	1,850,000	
600052	76 & Gird Permanent Emergency Pump Station				75,000	725,000
610032	Beck Dam Inundation Map	27,959				
610036	Dentro de Lomas Repair	84,665				
N/A	Department Level Capital Expenses		559,000			
	Mission Road / FPUD Interconnect					70,000
	Northside Permanent FPUD Emergency Interconnection					150,000

Capital Project Budgets Water (Continued):

GL Project

#	Project Description
	Pala Mesa Fairways 383 A and C
	Sarah Ann Drive Line 400 A
	Wilt Road (1331)
	Katie Lendre Drive Line
	Gird Road 1,600' upsize from 12" to 18" or larger
	Katie Lendre Drive Line
	Del Rio Estates Line Ext 503
	East Heights Line 147L
	Los Alisos South 243
	East Heights Line 147A
	Via Zara
	Roy Line Ext
	Spanish Oaks

Total

Proposed Budgets				
Year 1 Projected	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget
FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
	250,000			
	375,000			
		500,000		
		250,000		
	100,000	1,000,000		
		250,000		
				250,000
				500,000
				500,000
				250,000
				125,000
				250,000
				400,000
\$2,142,773	\$13,522,698	\$17,503,699	\$4,375,000	\$12,520,000

@60% \$8,113,619 \$10,502,219 \$2,625,000 \$7,512,000

Water Service Upgrade Project Fund Balance

Current Cash		Year 1	Year 2	Year 3	Year 4	Year 5
\$ 7,400,000		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Fund Balances:						
Beginning Unrestricted Fund Balance		\$11,332,580	\$7,431,453	\$3,331,453	\$ 131,453	\$ 131,453
Less: Meter Replacement/Upgrade Project 100%		(3,901,128)	(4,100,000)	(3,200,000)	0	0
Projected Fund Balance		\$7,431,453	\$3,331,453	\$ 131,453	\$ 131,453	\$ 131,453

Capital Project Budgets:

		Proposed Budgets				
		Year 1	Year 2	Year 3	Year 4	Year 5
		Actuals	Budget	Budget	Budget	Budget
GL Project #	Project Description	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
600027	Service Meter Replacement	\$3,403,236	\$1,300,000	\$1,400,000		
600028	Water Service Upgrade	497,891	2,800,000	1,800,000		
Total		\$3,901,128	\$4,100,000	\$3,200,000	\$ -	\$ -

Wastewater Capital Fund Balance
 Fund 52 & 53 Current Cash
\$14,836,394

	Year 1 FY 19/20	Year 2 FY 20/21	Year 3 FY 21/22	Year 4 FY 22/23	Year 5 FY 23/24
Fund Balances:					
Beginning Unrestricted Fund Balance	\$9,350,451	\$10,774,609	\$5,274,609	(\$4,025,391)	(\$4,450,391)
Restricted CFD Funds*		2,750,000			
Financing					
Sewer Connections Current Year	1,619,642				
Less: Capital Project Budgets	100% (195,484)	(8,250,000)	(9,300,000)	(425,000)	(850,000)
Projected Worst Case Ending Fund Balance	\$10,774,609	\$5,274,609	(\$4,025,391)	(\$4,450,391)	(\$5,300,391)
Forecasted Sewer Connections		11,049,501	-	3,435,443	4,237,800
Potential Ending Fund Balance	\$10,774,609	\$16,324,110	\$7,024,110	\$10,034,553	\$13,422,353

*Restricted Cash amounts are available for drawdown throughout the specified Capital Project process.

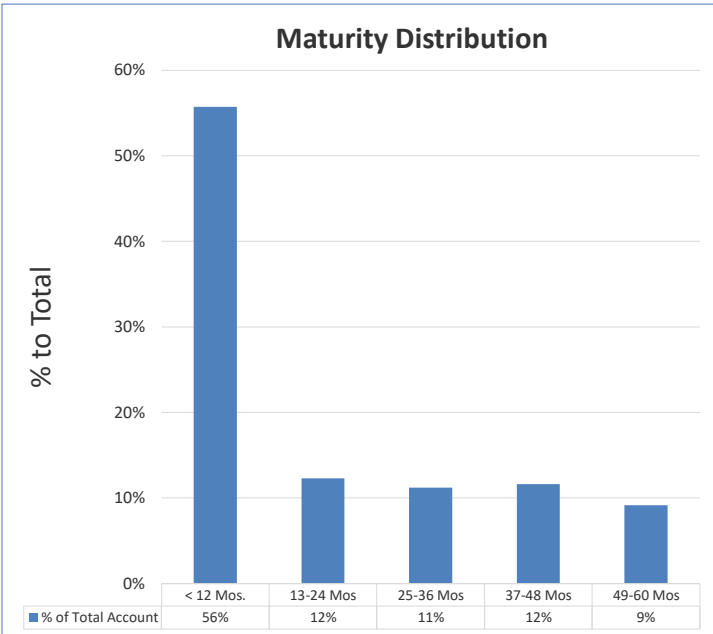
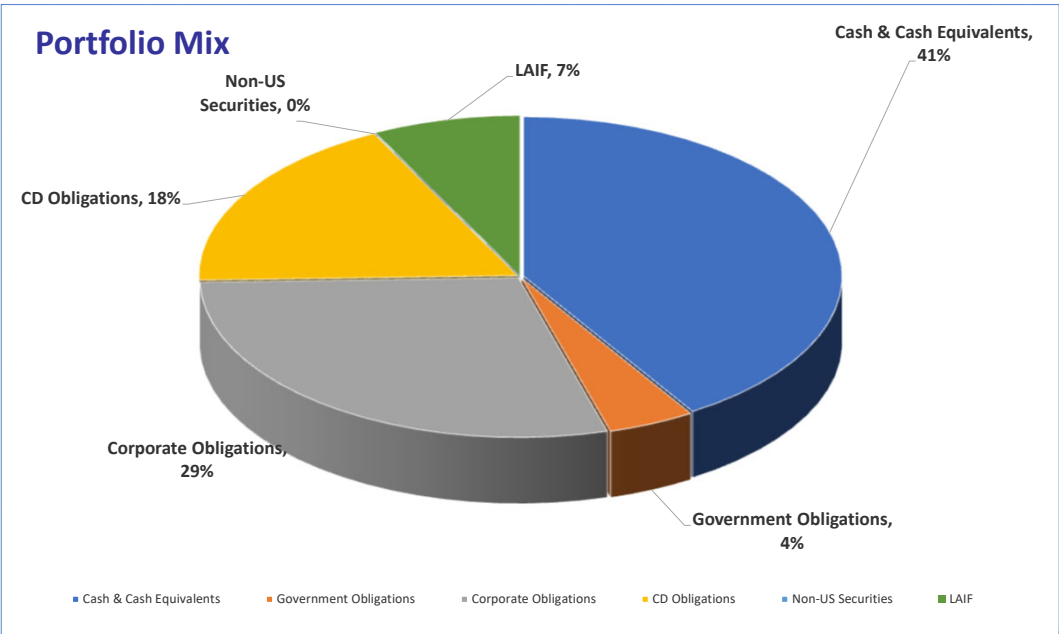
Capital Project Budgets (Wastewater):

GL Project #	Project Description	Proposed Budgets				
		Year 1 Actuals FY 19/20	Year 2 Budget FY 20/21	Year 3 Budget FY 21/22	Year 4 Budget FY 22/23	Year 5 Budget FY 23/24
530001	School House Lift Station (#1) Replacement, San Luis Rey Interceptor from Mission to Thoroughbred LSEQ, and San Luis Rey Interceptor/Main From School House LS to Old River LS & Throughbred LS/EQ	\$ 37,849	\$ 3,000,000	\$ 6,000,000		
N/A	Department Level Capital Expenses		310,000			
530017	N River Road Land Outfall Rehabilitation (Operations Project)		2,500,000			
NA	City of Oceanside WW Plant		200,000	200,000	200,000	200,000
530018	Fallbrook Oaks Forcemain and Manhole Replacement		300,000			
530016	2019 Sewer Lining Project	27,925				
530019	CIPP 500' of line 8" VCP line near Pala Mesa/Palomar					
530006	Sewer System Rehabilitation Program		100,000	100,000	100,000	100,000
530020	Rancho Viejo LS Wet Well Expansion					150,000
530021	Almendra Court, I-15 Crossing Sewer Rehabilitation		40,000			
530022	Fallbrook Oaks LS Rehabilitation					400,000
530023	Replace Rancho Monserate LS Emergency Generator				125,000	
530015	Sewer System Condition Assessment Program		300,000			
530024	Old River Road LS Equalization Basin		1,000,000	2,500,000		
530025	Old River Road LS to Stallion Outfall Repair		500,000	500,000		
800016	North River Road Sewer Line Replacement	129,709				
Total		\$ 195,484	\$ 8,250,000	\$ 9,300,000	\$ 425,000	\$ 850,000

RAINBOW MUNICIPAL WATER DISTRICT
 TREASURER'S MONTHLY REPORT OF INVESTMENTS
 PORTFOLIO SUMMARY
 7/31/2020



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	48125C068S	N/A			\$ 553,266	\$ 553,266				0	11508
Trust	Willimington Trust	CSCDA 2017-01				\$ 2,750,000	\$ 2,750,000				0	10301
Money Market Funds	Zions Bank	7326251D				\$ 629,084	\$ 629,084	2.090%			0	10310
Money Market Funds	Zions Bank	7326250				\$ 5,666,488	\$ 5,666,488	2.060%			0	10311
Money Market Funds	Zions Bank	7326251E				\$ 2,012,029	\$ 2,012,029	2.090%			0	10309
Total Cash & Cash Equivalents					\$ -	\$ 11,610,867	\$ 11,610,867					
Non-Callable	FEDERAL HOME LOAN BANK BONDS	3130AD4X7	Aaa	12/11/20	\$ 500,000	\$ 494,905	\$ 503,260	2.000%	2.400%	\$ 4,949	133	11508
Non-Callable	FEDERAL FARM CR BKS	3133EHRU9	Aaa	07/19/22	\$ 200,000	\$ 200,938	\$ 206,578	1.900%	1.800%	\$ 1,909	718	11508
Non-Callable	FEDERAL HOME LOAN BANKS	3130ADRG9	Aaa	03/10/23	\$ 500,000	\$ 501,990	\$ 532,845	2.670%	2.660%	\$ 6,702	952	11508
Total Government Obligations					\$ 1,200,000	\$ 1,197,832	\$ 1,242,683					
Make Whole	CITIBANK NA	17325FAQ1	Aa3	07/23/21	\$ 475,000	\$ 486,623	\$ 488,177	3.400%	2.150%	\$ 8,075	357	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 308,000	\$ 315,377	\$ 321,115	3.150%	1.900%	\$ 13,860	609	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 290,400	\$ 297,355	\$ 302,765	3.150%	1.900%	\$ 13,860	609	11508
Callable 3/1/22	UNION BK CALIF N A MEDIUM TERM	90520EAH4	A2	04/01/22	\$ 281,600	\$ 288,344	\$ 293,591	3.150%	1.900%	\$ 13,860	609	11508
Non-Callable	WELLS FARGO	95000U2B8	A2	07/22/22	\$ 980,000	\$ 989,232	\$ 1,019,465	2.610%	2.410%	\$ 12,909	721	11508
Callable 10/1/22	PNC BK N A PITTSBURG PA	69349LAG3	A3	11/01/22	\$ 980,000	\$ 999,179	\$ 1,026,922	2.700%	2.065%	\$ 13,489	823	11508
Bullet	BANK OF AMERICA CORP	06051GEU9	A2	01/11/23	\$ 475,000	\$ 490,794	\$ 507,281	3.300%	2.300%	\$ 7,838	894	11508
Bullet	TOYOTA MOTOR CREDIT CORP	89236TDW2	A1	04/17/24	\$ 500,000	\$ 532,175	\$ 540,130	2.900%	1.200%	\$ 7,250	1356	11508
Bullet	JP MORGAN CHASE AND CC	46625HJX98	A2	05/13/24	\$ 930,000	\$ 981,522	\$ 1,032,226	3.625%	2.400%	\$ 16,856	1382	11508
Callable 7/1/24	BB&T CORPORATION %	05531FBH5	A2	08/01/24	\$ 1,000,000	\$ 1,020,170	\$ 1,071,110	2.500%	2.057%	\$ 12,500	1462	11508
Set Up/CBLE 9/18/20	BANK OF AMERICA CORP SR GLBL	06048WC99	A2	09/18/24	\$ 500,000	\$ 500,000	\$ 492,820	2.250%	2.346%	\$ 5,625	1510	11508
Make Whole	SIMON PROPERTY GROUP LP	828807cr6	A2	02/01/24	\$ 825,000	\$ 882,709	\$ 849,116	3.750%	1.758%	\$ 15,469	1280	11508
Callable 4/12/25	US BANCORP	91159HHZ6	Aae	05/12/25	\$ 250,000	\$ 251,780	\$ 259,370	1.450%	1.300%	\$ 13,365	1746	11508
Total Corporate Obligations					\$ 7,795,000	\$ 8,035,259	\$ 8,204,087					
FDIC Ins. CD	BARCLAYS BK DEL	06740KJK4	Aaa	09/16/20	\$ 245,000	\$ 245,000	\$ 245,693	2.200%	2.200%	\$ 2,695	47	11508
FDIC Ins. CD	AMERICAN EXPRESS CENTRN	02587DB64	Aaa	09/23/20	\$ 250,000	\$ 250,000	\$ 250,815	2.300%	2.300%	\$ 2,875	54	11508
FDIC Ins. CD	ALLY BK MIDVAL UTAH	02007GFD0	N/A	09/28/20	\$ 245,000	\$ 245,000	\$ 246,090	2.780%	2.800%	\$ 3,406	59	11508
FDIC Ins. CD	DISCOVER BANK	254672F29	N/A	08/10/21	\$ 248,000	\$ 248,000	\$ 251,487	1.520%	1.500%	\$ 1,885	375	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$ 98,000	\$ 98,000	\$ 99,455	1.570%	1.550%	\$ 769	382	11508
FDIC Ins. CD	WELLS FARGO BANK NATL ASSN	949763AF3	N/A	08/17/21	\$ 150,000	\$ 150,000	\$ 152,228	1.570%	1.550%	\$ 1,178	382	11508
FDIC Ins. CD	MB FINL BK NA CHIC IL	55266CZJ8	N/A	11/18/21	\$ 247,000	\$ 247,000	\$ 255,685	2.810%	2.850%	\$ 3,470	475	11508
FDIC Ins. CD	FLAGSTAR BK FSB TROY MICH	33847E2K2	N/A	06/13/22	\$ 245,000	\$ 246,749	\$ 255,462	2.440%	2.200%	\$ 3,010	682	11508
FDIC Ins. CD	GOLDMAN SACHS BK USA NY	38148PKT3	N/A	06/14/22	\$ 245,000	\$ 245,000	\$ 255,018	2.340%	2.350%	\$ 2,867	683	11508
FDIC Ins. CD	CAPITAL ONE NATL ASSN VA	14042RKL4	N/A	11/22/22	\$ 250,000	\$ 250,000	\$ 262,770	2.400%	2.400%	\$ 3,000	844	11508
FDIC Ins. CD	MORGAN STANLEY	61747MF63	N/A	01/11/23	\$ 246,000	\$ 246,000	\$ 260,785	2.630%	2.650%	\$ 3,235	894	11508
FDIC Ins. CD	BMW BANK NORTH AMER	05580AMB7	N/A	03/29/23	\$ 240,000	\$ 240,000	\$ 257,186	2.860%	2.900%	\$ 3,432	971	11508
FDIC Ins. CD	SALLIE MAE BK SLT LAKE CITY	795450M44	Aaa	04/11/23	\$ 240,000	\$ 240,000	\$ 257,712	2.900%	2.950%	\$ 3,480	984	11508
FDIC Ins. CD	CAPITAL ONE BANK (USA) NAT	1402TAW7	N/A	06/19/24	\$ 245,000	\$ 245,000	\$ 265,619	2.520%	2.500%	\$ 3,087	1419	11508
FDIC Ins. CD	MORGAN STANLEY PVT BK PURCHA	61760AL49	N/A	06/24/24	\$ 245,000	\$ 245,000	\$ 263,331	2.290%	2.250%	\$ 2,805	1424	11508
FDIC Ins. CD	FIRST NATL BK MCGREGOR TEX	32112UDA6	N/A	06/28/24	\$ 249,000	\$ 250,743	\$ 270,740	2.300%	2.150%	\$ 2,884	1428	11508
FDIC Ins. CD	MERRICK BK SOUTH JORDAN UTAH	59013KBV7	N/A	07/31/24	\$ 249,000	\$ 249,000	\$ 267,461	2.200%	2.200%	\$ 2,739	1461	11508
FDIC Ins. CD	HSBC BK USA NATIONAL ASSN	44329MBF9	NA	11/04/24	\$ 247,000	\$ 247,000	\$ 248,270	2.125%	2.125%	\$ 2,624	1557	11508
FDIC Ins. CD	SYCHRONY BK RETAIL	87165FZD9	NA	04/17/25	\$ 248,000	\$ 252,712	\$ 259,108	1.450%	1.050%	\$ 1,832	1721	11508
FDIC Ins. CD	BMO HARRIS BY NATL CHIC	05581W7S8	NA	05/28/25	\$ 210,000	\$ 210,000	\$ 210,201	0.750%	0.750%	\$ 788	1762	11508
FDIC Ins. CD	JPMORGAN CHASE BK NA COLUMBU	48128UHS1	NA	07/31/25	\$ 249,000	\$ 249,000	\$ 249,002	0.550%	0.550%	\$ 685	1826	11508
Total CD Obligations					\$ 4,891,000	\$ 4,899,204	\$ 5,084,117					
Total Non-US Securities					\$ -	\$ -	\$ -					
Subtotal Long Term Pooled Investment					\$ 13,886,000	\$ 25,743,162	\$ 26,141,754					
Local Agency Investment Fund (LAIF)**					1.004954596	\$ 2,092,429	\$ 2,102,796			\$ -		13103
Portfolio Totals						\$ 27,835,591	\$ 28,244,550					



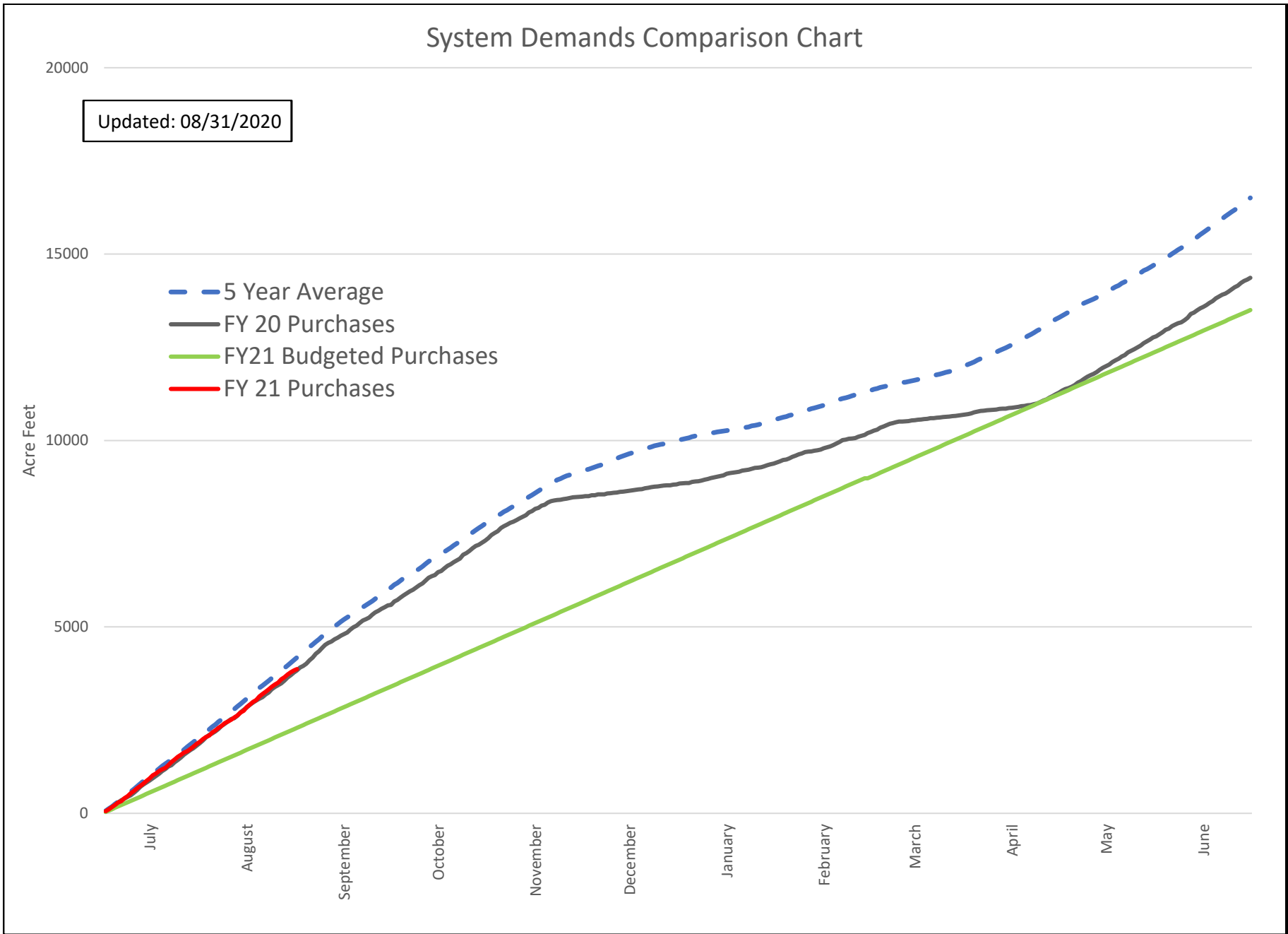
This monthly report accurately reflects all District pooled investments. It is in conformity with the Investment Administrative code section 5.03.080. The District has sufficient cash flow to meet six months of obligations. This is in effect in compliance with the current Investment Policy.

Tracy Largent

9/1/2020

Tracy Largent, Treasurer

*Source of Market Value - MUFG monthly statements
 **Source of LAIF FMV - CA State Treasurer Pooled Money Investment Account @ <https://www.treasurer.ca.gov/pmia-laif/reports/valuation.asp>



Comparative Water Sales YTD from Prior Years

FISCAL YEAR 2020-2021

Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
553	AD	34,763												80
400	AG	109,886												252
267	CM	43,615												100
19	CN	6,330												15
21	IS	2,513												6
114	MF	14,151												32
323	SC	137,945												317
1021	SD	186,337												428
5536	SF	169,793												390
8254	Total	705,333	-	-	-	-	-	-	-	-	-	-	-	1,619

FISCAL YEAR 2019-2020

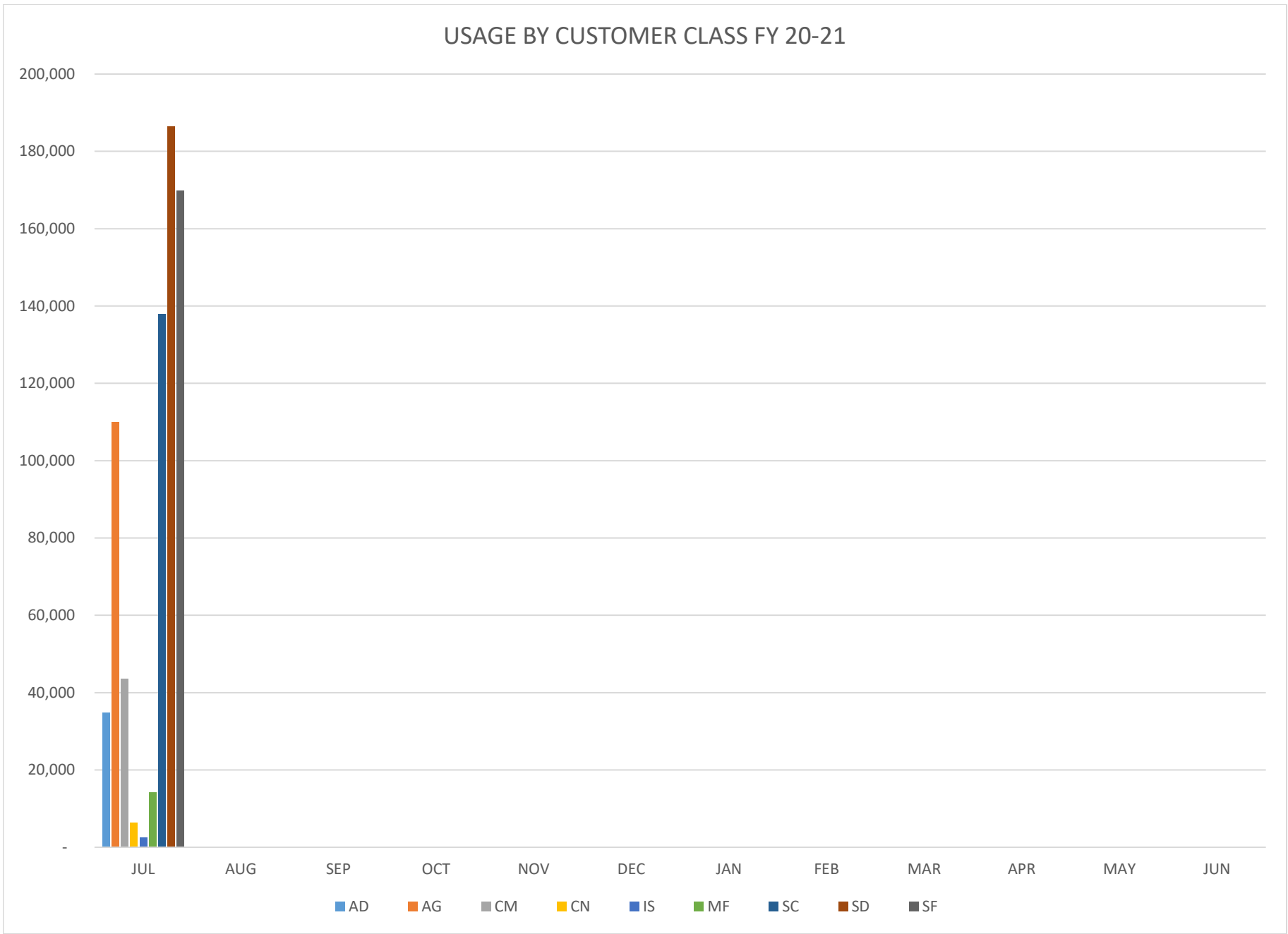
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
553	AD	28,018												64
400	AG	113,285												260
267	CM	35,561												82
19	CN	1,484												3
21	IS	3,060												7
114	MF	11,910												27
323	SC	135,069												310
1021	SD	164,817												378
5536	SF	150,907												346
8254	Total	644,111	-	-	-	-	-	-	-	-	-	-	-	1,479

FISCAL YEAR 2018-2019

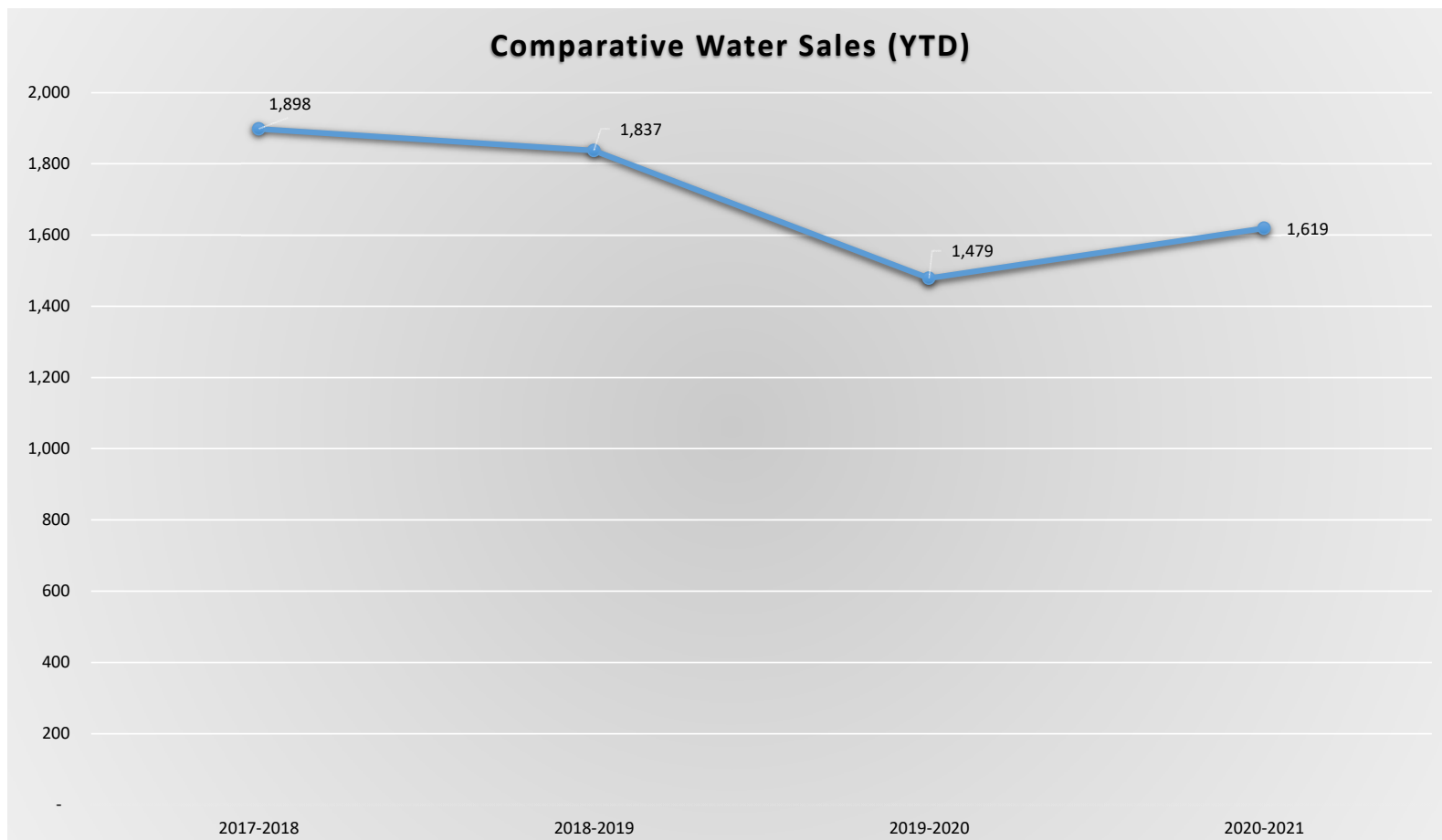
Quantity of Meters	User Code	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Acre Feet
562	AD	34,648												80
402	AG	129,946												298
264	CM	51,483												118
23	CN	3,982												9
21	IS	4,964												11
112	MF	11,653												27
323	SC	165,088												379
1024	SD	230,264												529
5468	SF	168,323												386
8199	Total	800,351	-	-	-	-	-	-	-	-	-	-	-	1,837

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												76
395	AG	144,066												331
247	CM	33,715												77
32	CN	2,447												6
20	IS	2,320												5
96	MF	11,472												26
323	SC	179,822												413
1024	SD	244,799												562
5196	SF	174,946												402
7896	Total	826,897	-	-	-	-	-	-	-	-	-	-	-	1,898



Comparative Water Sales YTD from Prior Years





Check Register July 2020

Description	Bank Transaction Code	Issue Date	Amount
A PERFECT SHADE	ACH	07/10/2020	125.00
AIRGAS USA, LLC	ACH	07/10/2020	265.99
ARAMARK UNIFORM SERVICES	CHECK	07/10/2020	486.93
ART'S TRENCH PLATE & KRAIL SERVICE CO, INC.	ACH	07/10/2020	1,161.50
BABCOCK LABORATORIES, INC	ACH	07/10/2020	85.00
BONSALL CHAMBER OF COMMERCE	CHECK	07/10/2020	165.00
BOOT BARN INC	CHECK	07/10/2020	554.92
BOOT WORLD, INC	ACH	07/10/2020	155.83
BP BATTERY INC.	ACH	07/10/2020	259.91
BRIGHTVIEW TREE CARE SERVICES, INC.	CHECK	07/10/2020	4,494.00
CHRIS BROWN	ACH	07/10/2020	15,000.00
CHRIS HAND	CHECK	07/10/2020	164.00
CHRIS HOELSCHER	CHECK	07/10/2020	285.00
CHRIS WAITE	CHECK	07/10/2020	172.09
CIVILITY PARTNERS	CHECK	07/10/2020	1,125.00
COLONIAL LIFE & ACCIDENT INS.	CHECK	07/10/2020	60.71
CONCORD ENVIRONMENTAL ENERGY, INC.	ACH	07/10/2020	31,009.63
CORE & MAIN LP	CHECK	07/10/2020	8,926.24
COURTNEY BANKSON	CHECK	07/10/2020	55.00
CRAIG SHOBE	CHECK	07/10/2020	260.00
CUSTOM TRUCK BODY & EQUIPMENT, INC.	ACH	07/10/2020	237.15
DELL MARKETING L.P.	CHECK	07/10/2020	15,538.73
DIAMOND ENVIRONMENTAL SERVICES	CHECK	07/10/2020	427.94
DITCH WITCH WEST	CHECK	07/10/2020	1,252.49
ENVIRONMENTAL WATER SOLUTIONS	CHECK	07/10/2020	5,176.16

Description	Bank Transaction Code	Issue Date	Amount
FALLBROOK AUTO PARTS	CHECK	07/10/2020	112.36
FALLBROOK EQUIPMENT RENTAL	ACH	07/10/2020	1,506.38
FALLBROOK IRRIGATION SUPPLIES	CHECK	07/10/2020	129.11
FALLBROOK OIL CO	CHECK	07/10/2020	50.10
FALLBROOK WASTE AND RECYCLING	CHECK	07/10/2020	1,091.20
FERGUSON WATERWORKS #1083	CHECK	07/10/2020	30,154.58
FLUME TECH	CHECK	07/10/2020	933.38
FLYERS ENERGY LLC	ACH	07/10/2020	6,148.15
FREEDOM AUTOMATION, INC.	CHECK	07/10/2020	1,500.00
GOLDEN STATE INDUSTRIAL COATINGS, INC.	CHECK	07/10/2020	4,910.00
HASA INC.	CHECK	07/10/2020	974.61
HAWTHORNE EQUIPMENT	CHECK	07/10/2020	337.36
ICONIX WATERWORKS (US) INC	ACH	07/10/2020	16,299.59
INFOR (US), INC.	ACH	07/10/2020	3,515.00
JAUREGUI & CULVER, INC.	CHECK	07/10/2020	296.00
KNIGHT SECURITY & FIRE SYSTEMS	ACH	07/10/2020	90.00
KNOCKOUT PEST CONTROL& TERMITE, INC.	CHECK	07/10/2020	150.00
LONDON MOEDER ADVISORS	CHECK	07/10/2020	8,750.00
MAR-CON PRODUCTS	CHECK	07/10/2020	1,750.94
MOBILE MINI, INC	CHECK	07/10/2020	1,168.26
MODULAR BUILDING CONCEPTS, INC	CHECK	07/10/2020	2,577.38
NUTRIEN AG SOLUTIONS, INC	CHECK	07/10/2020	1,264.37
O'REILLY AUTO PARTS	CHECK	07/10/2020	398.34
PACIFIC PIPELINE SUPPLY	CHECK	07/10/2020	779.91
PERRAULT CORPORATION	CHECK	07/10/2020	1,583.03
PRECISION BRAKE & ALIGNMENT	CHECK	07/10/2020	90.00
PRINCIPAL LIFE INSURANCE COMPANY	ACH	07/10/2020	15,310.69
QUALITY CHEVROLET	ACH	07/10/2020	1,510.93
QUALITY GATE COMPANY	ACH	07/10/2020	111.00
RAMON FRANCISCO COTE	CHECK	07/10/2020	374.00
RANCHO LADERA ROAD ASSOCIATION	CHECK	07/10/2020	1,373.86
RHO MONSERATE C.C.H.A.	CHECK	07/10/2020	341.29
SALIZCO INC	CHECK	07/10/2020	738.00

Description	Bank Transaction Code	Issue Date	Amount
SAN DIEGO GAS & ELECTRIC	CHECK	07/10/2020	4,861.41
SCW CONTRACTING CORPORATION	ACH	07/10/2020	78,000.00
SOUTHERN CONTRACTING COMPANY	CHECK	07/10/2020	7,850.00
SPECIAL DISTRICT RISK	CHECK	07/10/2020	1,669.49
T S INDUSTRIAL SUPPLY	CHECK	07/10/2020	111.70
TCN, INC	CHECK	07/10/2020	5.65
TRAFFIC SAFETY SOLUTIONS, LLC	ACH	07/10/2020	11,050.00
UNDERGROUND SERVICE ALERT	ACH	07/10/2020	257.62
SDCWA Water Purchase- May 2020	WIRE	07/13/2020	2,213,573.08
Union Bank CC - Zuniga (June Statement)	ACH	07/13/2020	200.00
Union Bank CC - Del Rio (June Statement)	ACH	07/13/2020	26.29
Union Bank CC - Strapac (June Statement)	ACH	07/13/2020	406.87
AIRGAS USA, LLC	ACH	07/15/2020	132.68
BABCOCK LABORATORIES, INC	ACH	07/15/2020	3,196.00
BRAX COMPANY, INC	CHECK	07/15/2020	7,924.99
COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	CHECK	07/15/2020	132.50
DAILY JOURNAL CORPORATION	CHECK	07/15/2020	234.00
DEXTER WILSON ENGINEERING	CHECK	07/15/2020	49,605.00
EAGLE PAVING	CHECK	07/15/2020	3,679.32
HARRIS & ASSOCIATES, INC.	ACH	07/15/2020	53,156.53
HDR ENGINEERING, INC.	CHECK	07/15/2020	4,289.00
HELIX ENVIRONMENTAL PLANNING INC	CHECK	07/15/2020	5,887.50
ICONIX WATERWORKS (US) INC	ACH	07/15/2020	4,533.67
INTEGRITY SUPPORT SERVICES, INC.	CHECK	7/15/2020	119.95
KEITH JOHNSON	CHECK	7/15/2020	1,567.02
NOBEL SYSTEMS	ACH	7/15/2020	104,500.00
PETERS PAVING & GRADING, INC	ACH	7/15/2020	17,568.17
QUALITY GATE COMPANY	ACH	7/15/2020	111.00
RAIN FOR RENT RIVERSIDE	CHECK	7/15/2020	1,518.25
RAMON FRANCISCO COTE	CHECK	7/15/2020	291.00
RIGHT-OF-WAY ENGINEERING SERV	CHECK	07/15/2020	270.00
SOUTHWEST VALVE & EQUIPMENT	CHECK	7/15/2020	3,670.40
T S INDUSTRIAL SUPPLY	CHECK	07/15/2020	207.36

Description	Bank Transaction Code	Issue Date	Amount
T.E. ROBERTS, INC.	CHECK	07/15/2020	37,620.00
American Express - TK (June Statement)	WIRE	07/21/2020	176,318.14
AIRGAS USA, LLC	ACH	07/24/2020	667.53
ARAMARK UNIFORM SERVICES	CHECK	07/24/2020	733.06
ARENS GROUP INC.	CHECK	07/24/2020	1,192.50
ASTRA INDUSTRIAL SERV.INC	ACH	07/24/2020	9,909.90
AT&T	CHECK	07/24/2020	166.28
AT&T	CHECK	07/24/2020	518.33
AT&T LONG DISTANCE	CHECK	07/24/2020	22.01
BONSALL PEST CONTROL	CHECK	07/24/2020	200.00
BOOT BARN INC	CHECK	07/24/2020	750.36
BRIGHTVIEW TREE CARE SERVICES, INC.	CHECK	07/24/2020	5,909.00
CHANDLER AGGREGATES, INC.	CHECK	07/24/2020	96.74
COLONIAL LIFE & ACCIDENT INS.	CHECK	07/24/2020	60.71
CONCORD ENVIRONMENTAL ENERGY, INC.	ACH	07/24/2020	32,962.14
CORE & MAIN LP	CHECK	07/24/2020	94.78
COUNTY OF SAN DIEGO AUDITOR & CONTROLLER	CHECK	07/24/2020	23,889.49
CRACKS & CORNERS CLEANING SERVICE	ACH	07/24/2020	1,532.00
CSDA, SAN DIEGO CHAPTER	CHECK	07/24/2020	150.00
CUSTOM TRUCK BODY & EQUIPMENT, INC.	ACH	07/24/2020	63,410.83
DAWN M LUNA	CHECK	07/24/2020	908.71
DEEP MAINLINE TOOLS	CHECK	07/24/2020	592.63
FALLBROOK EQUIPMENT RENTAL	ACH	07/24/2020	1,226.60
FALLBROOK IRRIGATION SUPPLIES	CHECK	07/24/2020	6.07
FALLBROOK WASTE AND RECYCLING	CHECK	07/24/2020	446.85
FEDEX	CHECK	07/24/2020	183.39
FLYERS ENERGY LLC	ACH	07/24/2020	3,128.36
GOLDEN BELL PRODUCTS, INC.	CHECK	07/24/2020	400.83
GOVERNMENTJOBS.COM, INC.	ACH	07/24/2020	1,066.50
HARRIS & ASSOCIATES, INC.	ACH	07/24/2020	23,760.00
HASA INC.	CHECK	07/24/2020	2,626.09
HELIX ENVIRONMENTAL PLANNING INC	CHECK	07/24/2020	17,431.08
HOCH CONSULTING	CHECK	07/24/2020	10,416.25

Description	Bank Transaction Code	Issue Date	Amount
HOUSTON AND HARRIS	CHECK	07/24/2020	5,695.00
ICONIX WATERWORKS (US) INC	ACH	07/24/2020	535.93
IMPACT DESIGN	CHECK	07/24/2020	29.23
INFOR (US), INC.	ACH	07/24/2020	1,620.00
INFOSEND, INC.	CHECK	07/24/2020	3,128.30
JAUREGUI & CULVER, INC.	CHECK	07/24/2020	181.00
KEITH JOHNSON	CHECK	07/24/2020	1,567.02
KNOCKOUT PEST CONTROL& TERMITE, INC.	CHECK	07/24/2020	225.00
MICHAEL TODD APPLING	CHECK	07/24/2020	1,615.72
MUNICIPAL MAINTENANCE EQUIPMENT	ACH	07/24/2020	309.25
NUTRIEN AG SOLUTIONS, INC	CHECK	07/24/2020	122.50
ON CALL MECHANICAL SERVICES INC	ACH	7/24/2020	695.22
PALOMAR HEALTH	CHECK	07/24/2020	280.00
PETERS PAVING & GRADING, INC	ACH	07/24/2020	26,862.50
PRINCIPAL LIFE INSURANCE COMPANY	ACH	07/24/2020	5,925.23
PUBLIC POLICY STRATEGIES, INC.	CHECK	07/24/2020	7,500.00
RAIN FOR RENT RIVERSIDE	CHECK	07/24/2020	3,459.65
RAMON ZUNIGA	CHECK	07/24/2020	2,000.00
REM MECHANICAL, INC	ACH	07/24/2020	434.00
RENE BUSH	ACH	07/24/2020	726.00
RT LAWRENCE CORPORATION	ACH	07/24/2020	628.30
SAN DIEGO GAS & ELECTRIC	CHECK	07/24/2020	90,850.27
SCST, INC.	CHECK	07/24/2020	7,287.00
SHRED-IT USA LLC	CHECK	07/24/2020	245.16
SOLARWINDS, INC.	CHECK	07/24/2020	649.00
SOUTHWEST ANSWERING SERVICE, INC.	CHECK	07/24/2020	837.48
SPECIALTY MOWING SERVICES, INC - W9	ACH	07/24/2020	28,664.63
STEPHEN COFFEY	CHECK	07/24/2020	200.00
T S INDUSTRIAL SUPPLY	CHECK	07/24/2020	5,565.78
TEMECULA TROPHY CO.	CHECK	07/24/2020	56.43
TIAA COMMERCIAL FINANCE, INC.	CHECK	07/24/2020	2,589.50
TIME WARNER CABLE	CHECK	07/24/2020	1,250.00
VILLAGE NEWS	CHECK	07/24/2020	150.00

Description	Bank Transaction Code	Issue Date	Amount
WILLDAN FINANCIAL SERVICES	CHECK	07/24/2020	982.69
Home Depot CC - All (June Statement)	ACH	07/27/2020	3,362.93
SDCWA CAP FEES-4TH QTR FY20	WIRE	07/31/2020	262,594.00
		Total:	3,661,592.37

**Director's Expenses
FY 2020-2021**

Disbursement Date	Description	Helene Brazier	Miguel Gasca	Claude Hamilton	Michael Mack	Carl Rindfleisch
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 TRAVEL EXPENSES MILEAGE EXPENSE	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
	REIMBURSEMENT FROM DIRECTORS				\$ 52.90	
	Monthly Totals	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ 202.90</u>	<u>\$ 150.00</u>
REPORT TOTAL:		\$ 150.00	\$ 150.00	\$ 150.00	\$ 202.90	\$ 150.00



AMERICAN EXPRESS

July 2020

GL Finance Code	GL Transaction Amount	Description
GL 03 42 56513	96.55	1800FLOWERS.COM #157337S
GL 01 35 63404	5,000.00	1ST CHOICE BACKFLOW #5866
GL 03 44 60100	138.20	AMAZON #114-2702608-3405049
GL 03 44 60100	70.43	AMAZON #114-5943286-7505862
GL 03 44 60100	293.06	AMAZON #114-3685805-2597055
GL 03 41 72900	19.34	AMAZON #112-6459823-9577024
GL 01 32 72000	81.84	AMAZON #114-1423871-3270620
GL 01 32 72000	41.16	AMAZON #114-3324767-7790650
GL 03 43 72500	345.14	AMAZON #114-8179617-1450619/PO# 10747
GL 03 44 60100	0.21	AMAZON WEB SERVICES
GL 03 44 60100	58.14	AMAZON #114-9039062-3445807
GL 03 41 72900	9.61	AMAZON #112-9520810-5951444
GL 03 44 60100	517.00	AMAZON #114-2197338-7487425
GL 03 43 72400	162.45	ASSP #1001665103
GL 03 43 72000	2.99	APPLE.COM #177359627627
GL 03 41 75300	350.00	ACWA ##INV-30704-J9L6Y6
GL 03 44 60100	10.00	ATLASSIAN #AT-106401679
GL 03 44 60100	227.00	AUTHORIZE.NET, 8-1-20
GL 03 44 60100	275.36	BEST BUY #BBY01-806251784638
GL 03 44 60100	107.73	BEST BUY #BBY01-806251784638
GL 03 44 60100	652.49	BEST BUY #BBY01-806251784638
GL 03 42 75500	200.00	BROWN & CALDWELL #288706
GL 03 20 75300	(600.00)	CSDA #73097
GL 03 52 72700	238.80	CANVA #02757-10391582
GL 03 42 56513	4.00	CANVA #02744-7697989
GL 03 41 63400	351.75	COFFEE AMBASSADOR #845794
GL 03 44 60100	192.50	CORELOGIC #82028440

GL Finance Code	GL Transaction Amount	Description
GL 03 41 63401	78.79	CULLIGAN #073120
GL 03 44 60100	39.99	DIRECTTV #37605458977
GL 03 42 75500	119.00	NEOGOV.COM #1868-2994
GL 03 42 75500	225.82	NEOGOV.COM #1067-3201
GL 03 43 72500	7,878.53	INDUSTRIAL GENERAL #GS010160-FKBR/PO# 10767
GL 03 41 74100	946.38	JIVE #IN6000831645
GL 03 43 72000	150.00	DTSC #202027897
GL 03 42 75500	200.00	MANAGER TOOLS #548391
GL 03 44 60100	207.54	AZURE #E0300BL6OV
GL 03 44 60100	163.30	AZURE #E0300BBACG
GL 03 41 63400	750.00	NATUREBOX #10605
GL 03 41 75300	17.65	PREPASS #0303526M200630
GL 03 42 56513	71.75	PROFLOWERS #80820890763
GL 03 42 56513	94.15	PROFLOWERS #20200702
GL 03 42 72400	280.00	PACIFIC SAFETY #80196
GL 03 44 60100	10.00	RING
GL 03 44 60100	142.00	SOLARWINDS #CN604223
GL 01 31 63100	1,502.77	SOUTHERN COUNTY LUBRICANTS #821657
GL 03 41 63400	38.25	FRUITGUYS
GL 03 41 63400	76.50	FRUITGUYS #5525387
GL 03 41 63400	38.25	FRUITGUYS #5524208
GL 03 41 63400	76.50	FRUITGUYS #5523059
GL 03 42 75400	175.00	TRANSITALENT.COM
GL 03 44 60100	7.01	WASABI #381391
GL 03 41 63401	30.50	WAXIE #79306530
GL 03 41 63401	554.34	WAXIE #79306520
GL 01 35 72000	35.00	ZOHO #66117733
GL 03 44 60100	99.96	ZOOM #INV31489067
GL 01 99 21130 	22,854.73	American Express (July Statement)

Rainbow MWD Developer Projections - Water

Installations

Development Name (Active) (Inactive)	Purchased	Anticipated Sales (Connections)						Water LF	PRS	Timing
		FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23+	Total			
Horse Ridge Creek	362	14	161	170			345	34407	1	In Progress
Horse Ridge Creek (RAH)	77	40					40			In Progress
Campus Park West							0			
Lilac Del Cielo			76				76	2247	1	Recent Activity
Golf Green Estates	57	13	37				50	5475		In Progress
Pala Mesa Highlands	78	46					46	10089	1	In Progress
Bonsall Oaks							0	21531	3	
Ocean Breeze (Vessels)					50	200	250			
							0			
Rancho Viejo Phase 3					47		47			
Campus Park							0			
Meadowood*			501				501		1	In Progress
Single Service Laterals		18	18	18	18	18	90			See Notes**
TOTAL WATER METERS		131	793	188	115	218	1,445			

Revenue Projections

Meter Size (in)	Revenue Per Meter (Existing)	Purchased	Anticipated Sales					Total
			FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23+	
5/8	6,241			101				101
3/4	10,401	530	113	649	170	115	218	1,265
1	16,642	13	18	25	18			61
1 1/2	27,043	26		13				13
2	62,406	5		1	(4)			(3)
3	124,812			4	4			8
4	208,020							-
Total			131	793	188	115	218	1,445
Total Revenue			\$1,474,869	\$8,709,853	\$2,317,350	\$1,196,115	\$2,267,418	\$15,965,605

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+	Total			
Horse Ridge Creek	782						782	29916	1	In Progress
Horse Ridge Creek (RAH)	69						69			
Campus Park West							0			
Lilac Del Cielo		38.9	38.9				78	1382		Recent
Golf Green Estates	51.3	13					64	4318		In Progress
Pala Mesa Highlands	59.98	43.7					104	11501		In Progress
Bonsall Oaks	59.85				96.2		156	21027		Recent
Ocean Breeze (Vessels)					100	300	400			Recent
Rancho Viejo Phase 3					47		47			Recent
							0	2251		
Campus Park							0			
Meadowood*			844				844			
Misc. SFR										
TOTAL EDUs		96	883	-	243	300	2,544			

Revenue Projections

		Purchased (EDUs)	Anticipated Sales					
			FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23+	Total
Existing Fee	\$ 14,126	171.13	96	39	-	243	300	678
Meadowwood		883						
Total			96	39	-	243	300	678
Total Revenue			\$1,356,096	\$11,049,501	\$0	\$3,435,443	\$4,237,800	\$20,078,841 **

Notes:

*Actual amount will vary depending on final agreements.

** Actual amounts will vary depending on final exchange agreements.

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

