



RAINBOW MUNICIPAL WATER DISTRICT
Tuesday, August 25, 2015
Closed Session – Time 12:00 p.m.
Open Session - Time: 1:00 p.m.

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

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

Board Agenda Policies

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

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

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

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

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

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

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

Board meetings will be recorded on CD's 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 CD's. Recordings will be kept for two years. Copies of public records are available as a service to the public; a charge of \$.10 per page up to 99 pages will be collected and \$.14 per page for 100 pages or more.

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

(*) - Asterisk indicates a report is attached.

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold Closed Session at 12:00 p.m. and Open Session at 1:00 p.m. Tuesday, August 25, 2015, 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: Sanford_____ Griffiths_____ Lucy_____ Walker_____ Brazier_____**
 3. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
 4. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING CLOSED SESSION AGENDA ITEMS (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters regarding the Closed Session agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*
 5. **CLOSED SESSION**
 - A. Appointment; Employment; Evaluation of Performance – General Manager (Government Code §54957)
 6. **REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**
- Time Certain: 1:00 p.m.
7. **PLEDGE OF ALLEGIANCE**
 8. **REPEAT REPORT ON POTENTIAL ACTION FROM CLOSED SESSION**
 9. **REPEAT ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**
 10. **ORAL/WRITTEN COMMUNICATIONS FROM THE PUBLIC OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD REGARDING ITEMS NOT ON THIS AGENDA (Government Code § 54954.2).**
Under Oral Communications, any person wishing to address the Board on matters not on this agenda should indicate their desire to speak by filling out and submitting a "Speaker's Slip" to the Board Secretary before the meeting begins. *No action will be taken on any oral communications item since such item does not appear on this Agenda, unless the Board of Directors makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda (Government Code §54954.2). Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.*
 - *11. **APPROVAL OF MINUTES**
 - A. July 28, 2015 - Regular Board Meeting

(*) - Asterisk indicates a report is attached.

12. BOARD OF DIRECTORS' COMMENTS/REPORTS

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

- A. President's Report (Director Sanford)
- B. Representative Report (Appointed Representative)
 - 1. SDCWA
 - 2. CSDA
 - 3. LAFCO
 - 4. San Luis Rey Watershed Council
 - 5. Santa Margarita Watershed Council
- C. Meeting, Workshop, Committee, Seminar, Etc. Reports by Directors (AB1234)
- D. Directors Comments

***13. COMMITTEE REPORTS (Approved Minutes have been attached for reference only.)**

- A. Budget and Finance Committee
 - 1. July 14, 2015 Minutes
- B. Communications Committee
 - 1. June 1, 2015 Minutes
- C. Engineering Committee
 - 1. June 3, 2015 Minutes
 - 2. July 1, 2015 Minutes

BOARD ACTION ITEMS

***14. RESOLUTION NO. 15-14 – RESOLUTION OF OBJECTION OF THE BOARD OF DIRECTORS OF THE RAINBOW MUNICIPAL WATER DISTRICT TO THE FALLBROOK PUBLIC UTILITY DISTRICT'S RESOLUTION AND APPLICATION FOR REORGANIZATION TO THE SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION**

(In June of 2014, the Rainbow Municipal Water District adopted a Resolution of Objection (14-03) objecting to the application by the Fallbrook Public Utility District (FPUD). This Resolution highlighted a number of deficiencies in the information provided by FPUD as well as legal and procedural issues with their application. Since that time, LAFCO has rejected requests by RMWD staff and board member to re-evaluate the financial estimates made by FPUD in their application. Resolution No. 15-14 will supplement the original resolution and clarify for the Commissioners that the application by FPUD to dissolve RMWD fails to show that the financial and service related concerns of the RMWD Board would be mitigated. This resolution also points out that there is significant public opposition to the forced merger that needs to be considered by the Commission.)

(Staff Recommendation: Adoption of the Supplemental Resolution of Objection.)

***15. DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF A JOINT USE AGREEMENT (JUA) WITH THE COUNTY OF SAN DIEGO FOR PALA MESA HIGHLANDS TM 5187-1**

(The Pala Mesa Highlands development consists of 124 lots on Old Highway 395 and Pala Mesa Drive. The joint use agreement language stipulates that if the County needs to do improvements or alterations then they will bear the costs of improvements or alterations and any necessary rearrangement or relocations of District facilities and vice versa.)

(Staff Recommendation: Authorize the General Manager to execute Joint Use Agreement with the County of San Diego for TM 5187-1.)

(*) - Asterisk indicates a report is attached.

- *16. DISCUSSION AND POSSIBLE ACTION ON A REQUEST TO QUITCLAIM AN EASEMENT FOR PALA MESA HIGHLANDS DEVELOPMENT TM 5187-1**
(The Pala Mesa Highlands Development is a 124 lot subdivision located on Old Highway 395 and Pala Mesa Drive. There is an existing 12 inch waterline that runs through the property. The Pala Mesa Highlands Development plans to relocate this waterline into the public streets and gran a new easement for the waterline outside of County right of way.)
(Staff Recommendation: Authorize the General Manager to execute the Quitclaim Deed once facilities are relocated out of the easement a new waterline and easement is dedicated to the District and accepted.)
- *17. DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF A FIRST AMENDMENT TO JOINT AGREEMENT TO IMPROVE SUBDIVISION, JOINT LIEN CONTRACT AND HOLDING AGREEMENT FOR SAN DIEGO TRACT NO. 4750-1**
(The Rancho Alegre development consists of 33 lots between Yucca Road and Ranger Road. Improvements related to the District consist of approximately 10,000 feet of water main to serve the development totaling just under \$1 million. The County is requesting updated agreements and securities for the development to reflect changes from the project since 2002. The original owner was Redhawk Communities and new owner is now Rancho Alegre. Rancho Alegre would like to postpone construction and updating bonding for 2 years.)
(Staff Recommendation: Authorize the General Manager to execute Joint Agreement to Improve Subdivision, Joint Lien Contract and Holding Agreement for San Diego Tract No. 4750-1.)
- *18. DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF PURCHASE AGREEMENT FOR THE AFTON FARMS PIPELINE EASEMENTS**
(The Afton Farms waterline consists of 1400 feet of 8 inch waterline to loop the system from Afton Farms to Calle de Talar. This project would eliminate two dead ends and the need to install a hi-line during the San Diego County Water Authority shutdowns. This project would increase water quality, fire flow and system reliability for the area.)
(Staff Recommendation: Authorize the General Manager to execute Purchase Agreement with John K. Haskett Living Trust.)
- 19. DISCUSSION AND POSSIBLE ACTION TO APPOINT NEW COMMUNICATIONS COMMITTEE MEMBER**
(The Communications Committee recommends that the Board appoint Ms. Elysian Kurnik as a member of the Communications Committee.)
(Staff Recommendation: The Board approves the appointment of Elysian Kurnik as a member of the Communications Committee.)
- *20 CONSIDER BALLOT FOR ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) REGION 10 BOARD OF DIRECTORS ELECTION**
(The District is a member of ACWA and as such participates in the election of officers and board members for both regional groups and statewide groups. An ACWA nominating committee has a recommended slate for candidates that the Board could choose to elect en-masse, or you may choose individually from the candidate list.)
(Staff supports direction).
- *21 CONSIDER CALL FOR NOMINATIONS FOR POSITIONS ON THE SAN DIEGO LAFCO AGENCY FORMATION COMMISSION (LAFCO) AND ON THE LAFCO SPECIAL DISTRICT ADVISORY COMMITTEE**
(The District is a member of the San Diego LAFCO and is eligible to submit candidates for both the main LAFCO commission as well as the Special District Advisory Committee. Over the last two years, the District has become very aware of LAFCO and its role in our region. This call for nominations gives the RMWD Board the opportunity to consider whether or not to get more deeply involved with LAFCO.)
(Staff supports direction.)

(*) - Asterisk indicates a report is attached.

22. DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS RELATED TO THE FPUD REORGANIZATION AND DISSOLUTION APPLICATION TO LAFCO

A. Ad Hoc Committee Update

***23. RECEIVE AND FILE INFORMATION ITEMS FOR JULY 2015**

A. General Manager Comments

1. Meetings, Conferences and Seminar Calendar

B. Construction & Maintenance Comments

1. Construction and Maintenance Report
2. Valve Maintenance Report
3. Garage/Shop Repair

C. Water Operations Comments

1. Water Operations Report
2. Electrical/Telemetry Report

D. Wastewater Comments

1. Wastewater Report

E. Operations Comments

1. Water Quality Report
2. Cross Connection Control Program Report

F. Engineering Comments

1. Engineering Report

G. Customer Service

1. Field Customer Service Report
2. Meters Report

H. Human Resource & Safety Comments

1. Human Resources Department
2. Safety Report

***24. RECEIVE AND FILE FINANCIAL STATEMENTS AND INFORMATION FOR JULY 2015**


A. Finance Manager Comments

1. Interim Financial Statement
2. Monthly Investment Report
3. Visa Breakdown
4. Directors' Expense
5. Check Register
7. Water Usage Report
8. Projected CIP Cash Flow Report
9. RMWD Sewer Equivalent Dwelling Units (EDU's) Status

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

26. ADJOURNMENT - To Tuesday, September 16, 2015 at 1:00 p.m.

ATTEST TO POSTING:



Helene Brazier
Secretary of the Board

8-21-15 @ 7:30 AM.

Date and Time of Posting
Outside Display Cases

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

**MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
RAINBOW MUNICIPAL WATER DISTRICT
JULY 28, 2015**

1. **CALL TO ORDER** - The Regular Meeting of the Board of Directors of the Rainbow Municipal Water District on July 28, 2015 was called to order by President Sanford at 1:03 p.m. p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. President Sanford presiding. Excursions

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Director Walker
Director Sanford
Director Brazier
Director Griffiths
Director Lucy

Absent: General Manager Kennedy

Also Present: Executive Assistant/Board Secretary Washburn
Legal Counsel Moser
Finance Manager Thomas
Operations Manager Atilano
Engineering Manager Kirkpatrick
Superintendent Zuniga
Superintendent Walker

Seven members of the public were present.

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

Action:

Moved by Director Brazier to add the CSDA item to the agenda. Seconded by Director Griffiths.

After consideration, the motion CARRIED by the following vote:

AYES: Directors Brazier, Griffiths, Lucy, Sanford, and Walker.
NOES: None.
ABSTAINED: None.
ABSENT: None.

Discussion went to Item #9A.

(*) - Asterisk indicates a report is attached.

11A-1

**5. 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).**

Mr. Long stated although he lives in Fallbrook, he has a friend that lives in RMWD's Division 3 whose property has been secured for all water leaks. He said although all kinds of work has been done on this property, after monitoring the water use it appears someone may be stealing the water. He wanted to know what recourse would be available to address such theft, especially when they are losing approximately 7,000 gallons of water. He pointed out how they have spent over \$14,000 repairing the leaks on the property and have it secured to where there were no readings on the meter; however, occasionally they find the meter running and showing 7,000 gallons of water use. Mr. Long explained leak detectors have been out to the property, but were unable to find anything. He said it was also brought to the attention of RMWD at which time they were told it was their responsibility to secure the property which has been done; however, the water loss continues.

Mr. Atilano agreed to have staff run a meter test. He will get the information from Mr. Long.

***6. APPROVAL OF MINUTES**

A. June 23, 2015 – Regular Board Meeting

Action:

Moved by Director Brazier to approve the minutes of the June 23, 2015, July 1, 2015, and July 2, 2015 meetings. Seconded by Director Walker.

After consideration, the motion CARRIED by the following vote:

- AYES:** Directors Brazier, Griffiths, Lucy, Sanford, and Walker.
- NOES:** None.
- ABSTAINED:** None.
- ABSENT:** None.

7. BOARD OF DIRECTORS' COMMENTS/REPORTS

- A. President's Report (Director Sanford)**
- B. Representative Report (Appointed Representative)**
 - 1. SDCWA**

Mrs. Kirkpatrick referenced the SDCWA Business Plan copies provided noting this was something developed from their Strategic Plan.

Discussion went to Item #7B4.

- 2. CSDA**

President Sanford mentioned CSDA entertains nominations for General Manager of Year annually. He said since RMWD was asked to submit a nomination if the Board chooses to do so. He stated after speaking with Director Walker, he personally feels Mr. Kennedy would be an ideal candidate if the Board agrees.

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

Legal Counsel recommended this matter be added to the agenda as an action item due to the nominations have to be submitted by August 6, 2015 and the Board does not have a meeting scheduled between now and the due date.

Discussion returned to Item #4.

Discussion returned from Item #9A.

Mrs. Kirkpatrick announced the Special District Leadership Foundation awarded RMWD the Transparency Certificate of Excellence. She commended both the Board and staff for meeting the long list of standards and requirements (ethical training, information to the public on the website, public outreach, etc.) in order to receive this award. She mentioned the presented Certificate of Recognition was given by Assemblymember Marie Waldron.

President Sanford pointed out this was not a matter of simply filling out a form, but rather a pretty extensive process that lasted approximately six months that included procedures being evaluated by third parties independent of RMWD. He explained once these steps were taken, CSDA reviewed the information again in order to determine whether or not the certificate should be awarded.

Ms. Washburn added the Special District Leadership Foundation award would be presented at the September CSDA conference.

Discussion went to Item #7B1.

3. LAFCO

President Sanford reported the action taken at the July 6, 2015 LAFCO meeting was to delay everything until September 14, 2015. He mentioned one of the items requested was that a financial analysis be conducted on the cost savings that have been discussed over the past year and a half. He noted both RMWD and FPUD will be submitting their independent analyses to LAFCO. He pointed out once the information has been submitted, RMWD will be able to review FPUD's submittal and vice versa and both agencies will be able to comment on the other agency's submittals.

Director Griffiths inquired as to who would be conducting the independent analysis. President Sanford explained he was unsure of what LAFCO and FPUD would be doing; however, RMWD has hired a consultant to conduct its independent analysis.

4. San Luis Rey Watershed Council

Director Walker reported that at the July 27, 2015 meeting, there was a presentation on the summary of runoff regulations from the Regional Water Quality Control Board. He also noted it was also presented how the drought has impacted farming throughout the county and that discussions took place regarding groundwater management. He mentioned a meeting would be organized in early August within the San Luis Rey Watershed. He renewed the call for an agricultural representative to serve on this council's board.

Discussion went to Item #7B5.

(*) - Asterisk indicates a report is attached.

11A-3

5. Santa Margarita Watershed Council

President Sanford reported there was nothing urgent developing as far as the Santa Margarita Watershed Council is concerned.

Discussion went to Item #7C.

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

Director Walker reported there was a discussion on the tiered rate structure at the Council of Water Utilities meeting.

President Sanford reported some Board Members and a number of staff members participated in the North San Diego Economic Development Council Water Summit. He noted the amount of information that came out of this meeting was very interesting and powerful. Director Brazier asked if RMWD could get some help with RMWD's recycling ideas. President Sanford answered this was very possible.

Discussion went to Item #7D.

D. Directors Comments

Director Griffiths expressed concern RMWD's response to the runoff requirements was not strong enough. He also suggested the Board Members has too short of time to really analyze the meeting agendas.

Director Brazier commented on the Bonsall Chamber of Commerce meeting held at the Bonsall Community Center. She stated the meeting was poorly attended, but it was a great meeting with excellent presentations from both SDCWA and Mr. Kennedy respectively. She noted RMWD was very well represented at this meeting. She mentioned she had made a suggestion to the Bonsall Chamber of Commerce meeting coordinator that these meetings should be better publicized. It was confirmed RMWD was still a member of the Bonsall Chamber of Commerce.

President Sanford acknowledged Mrs. Kirkpatrick's promotion to Engineering Manager.

Discussion went to Item #9.

***8. COMMITTEE REPORTS (Approved Minutes have been attached for reference only.)**

A. Budget and Finance Committee
1. June 9, 2015 Minutes

Mr. Stille said there was nothing more to report than that provided in the minutes.

B. Communications Committee

Director Brazier reported the Communications Committee did not meet in July.

(*) - Asterisk indicates a report is attached.

11A-4

C. Engineering Committee

Mrs. Kirkpatrick reported the committee discussed three items that are reflected on this agenda as well as approved the recommendation to appoint three new members.

BOARD ACTION ITEMS

9. DISCUSSION AND POSSIBLE ACTION REGARDING COMMITTEE APPOINTMENTS AND CHANGES

Mr. Stitle reported Ms. Moss was a realtor and her appointment would be an excellent addition to the Budget and Finance Committee.

Director Lucy inquired as to the removal of Mr. Strapac and Ms. Rhyne from the Engineering Committee. Ms. Washburn explained Mr. Strapac's work schedule did not permit him to attend and Ms. Rhyne volunteered to resign from the committee should there be other interested volunteers.

Director Walker said he was excited about the proposed new Engineering Committee members due to the fact they bring a wealth of engineering knowledge which would be very valuable to RMWD.

Action:

Moved by Director Brazier to approve Option 1 - Approve proposed appointments to the respective committees as well as the removal of Steve Strapac and Maureen Rhyne from the Engineering Committee. Seconded by Director Lucy.

After consideration, the motion CARRIED by the following vote:

- AYES:** Directors Brazier, Griffiths, Lucy, Sanford, and Walker
- NOES:** None
- ABSTAINED:** None
- ABSENT:** None

Discussion went to Item #10.

9A. DISCUSSION AND POSSIBLE ACTION TO SUBMIT A NOMINATION FOR GENERAL MANAGER OF THE YEAR TO CSDA

Director Brazier stated she believed submitting a nomination for Mr. Kennedy for General Manager of the Year was an excellent idea. She said she thinks Mr. Kennedy would be an excellent candidate for coming in as he did to a district without a leader and take it on only to bring RMWD as far as he has already by going ahead with business as usual was highly commendable.

President Sanford agreed with Director Brazier. He stated Mr. Kennedy gave up a very secure position at which he was well-compensated and highly respected to jump in and take this on without hesitation was admirable as well as gutsy.

(*) - Asterisk indicates a report is attached.

11A-5

DRAFT

DRAFT

DRAFT

President Sanford pointed out an application needed to be completed as well as a narrative for this nomination. He mentioned nominations are solicited state-wide and the winners will most likely be recognized at the CSDA meeting in September. He noted this nomination was pretty prestigious for any general manager to accomplish.

Director Griffiths pointed out Mr. Kennedy jumped in and kept the District stable which is quite a feat and RMWD could not have expected any more. Director Brazier added, Mr. Kennedy not only jumped in and kept it stable, he has the District going forward with strategic planning, rate examination and structuring, and getting Springbook on board; thereby, taking the momentum and changed it notwithstanding what RMWD was facing with the takeover.

Director Brazier asked about the mechanics in getting this achieved. Legal Counsel recommended the Board delegate one person or a committee to prepare and submit the application. He noted the delegate could receive input from the other Directors, but would serve as the decision maker. Director Lucy suggested Director Brazier write the statement with input from the Directors.

Director Walker asked that the Master Plan be included. Director Lucy suggested mentioning grooming staff was a great trait for any general manager as well as taking a fresh look at the District's CIP projects i.e., Beck Reservoir before spending large amounts of money. President Sanford noted Mr. Kennedy has also updated RMWD's Administrative Codes.

Legal Counsel confirmed the ad hoc committee could receive comments as long as one person is designated as the person authorized to submit the application.

Action:

Moved by Director Walker to appoint Director Brazier as the coordinator of the nomination for the General Manager of the Year Award for CSDA and authorize Director Brazier to submit the application with input from the Board of Directors. Seconded by Director Lucy.

After consideration, the motion CARRIED by the following vote:

- AYES:** Directors Brazier, Griffiths, Lucy, Sanford, and Walker
- NO:** None
- ABSTAIN:** None
- ABSENT:** None

Discussion went to Item #7B2.

10. DISCUSSION AND POSSIBLE ACTION TO AWARD A PROFESSIONAL SERVICES CONTRACT TO DESIGN THE GIRD TO MONSERATE HILL WATERLINE

Mrs. Kirkpatrick explained the Gird to Monserate Hill waterline was included in the CIP list and how this was to design a pipeline and have a condition exception on the existing pipeline. She stated this would also produce bid documents for construction of the pipeline. She noted the pipeline goes from Gird to Monserate Hill which was currently only be fed by one pipeline due to the fact the waterline broke in the Live Oak Creek River several years ago.

(*) - Asterisk indicates a report is attached.

11A-6

DRAFT

DRAFT

DRAFT

Director Griffiths asked if the Board was advised about staff going out for a Request for Proposals. Mrs. Kirkpatrick explained the Board approves the CIP list and budget in which projects are listed. Director Griffiths stated he did not remember this project at all and claimed this was not included in the 2015-2016 CIP budget. Mrs. Kirkpatrick pointed out where this item was listed in the 2014-2015 CIP list and was a part of the budget approved at the last Board meeting. She confirmed for President Sanford that this project was included in the recently approved budget. She also offered to provide him with a copy of the current CIP list.

Mrs. Kirkpatrick explained the process of putting out Request for Proposals which involves staff going out for Request for Proposals and once those proposals are received by RMWD and are evaluated, they are brought to the Board for approval.

President Sanford stated if a project is in the budget approved by the Board of Directors, even though it was not called out to the Board specifically, then that puts it within the purview of the next step which was to solicit for Requests for Proposals.

Director Griffiths reiterated his concern that this project was not in the budget. Mrs. Kirkpatrick explained in order for a project to be included in the District's CIP list, it is evaluated by multiple people including the Engineering Committee. Director Griffiths said he wanted to see a justification for this project.

Director Walker pointed out this project was the fifth item listed on the CIP sheet.

Ms. Thomas pointed out the CIP list provided today was for the prior fiscal year that ended June 30, 2015. She offered to provide the Board with the new fiscal year CIP list that was included in the budget.

Director Griffiths said he wanted to make sure this project could not be delayed another year before moving forward. Mrs. Kirkpatrick explained pipelines should be replaced when they are broken and this particular one has been broken for several years. Director Lucy pointed out this item has been on the CIP list for years.

Director Griffiths stated he wanted to know what has changed that this project that has been delayed for eleven years cannot be put off for another year. Mrs. Kirkpatrick said the difference is she was in charge now and she knows it needs to be done. Director Griffiths said the trouble he has with her is that he has a tremendous respect for chemical engineers; therefore, she has him at a disadvantage. He reiterated he still wants to know if this large sum of money need to be spent this year or can it be delayed for another year.

Mr. Atilano said from an operational point of view is that this broken pipeline has created a hazard due to the fact water was being pushed through a single pipeline which was in turn creating another problem. He noted although it has gone without repair for several years, it has created several other leaks on this single line that have had to be addressed throughout all those years.

Director Griffiths asked if he could be done next year. Director Walker said it sounded as though it could be disastrous if it broke. Director Lucy stressed how this project has been discussed and pushed off for several years due to other priorities; however, as other priorities have been completed, this pipeline was moved up on the list. It was noted the Engineering Committee discussed this project pretty thoroughly and it was recommended that staff proceed with getting it repaired.

DRAFT

DRAFT

DRAFT

Director Griffiths complained the minutes from the Engineering Committee were not available for him to review. Ms. Washburn pointed out the draft minutes from this meeting were in his envelope; however, they have not been approved by the committee as of yet.

Director Brazier pointed out the Engineering Committee does not want to wait until too late to fix this pipe and have to fix messes after they occur. Director Griffiths repeated his idea that if the Board needs to vote on a \$1M project, they should have the information in front of them. President Sanford clarified the Board was not voting on a \$1M item, but rather on \$227,000.

Action:

Moved by Director Lucy to approve Option 1 – Authorize General Manager to enter into negotiations with PSOMAS and execute a professional services contract for a price not-to-exceed \$227,726. Seconded by Director Brazier.

After consideration, the motion CARRIED by the following vote:

AYES:	Directors Brazier, Lucy, Sanford, and Walker
NOES:	Director Griffiths
ABSTAINED:	None
ABSENT:	None

Discussion went to Item #11.

***11. DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF A JOINT USE AGREEMENT (JUA) WITH THE COUNTY OF SAN DIEGO FOR TM 5498-1**

Director Griffiths asked if anyone was able to read the information provided due to the small print. Mrs. Kirkpatrick said she read the material.

Mrs. Kirkpatrick explained this was a request for a Joint Use Agreement with the County of San Diego for 95 lots located in Bonsall. She stated the County requires Joint Use Agreements between agencies when these agencies have easements within their County easement.

Director Griffiths asked if RMWD would be put in second position. Mrs. Kirkpatrick confirmed RMWD would not be put in second place. She also explained this road would be granted a county road with the development final map. She noted Joint Use Agreement language is that whoever needs to do the relocation pays for the costs of relocation.

Action:

Moved by Director Brazier to approve Option 1 – Authorize the General Manager to execute a Joint Use Agreement with the County of San Diego for TM 5498-1. Seconded by Director Lucy.

After consideration, the motion CARRIED by the following vote:

AYES:	Directors Brazier, Griffiths, Lucy, Sanford, and Walker
NOES:	None
ABSTAINED:	None
ABSENT:	None

(*) - Asterisk indicates a report is attached.

11A-8

Discussion went to Item #12.

***12. DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF FIRST AMENDMENT TO WATER SERVICE MEMORANDUM OF UNDERSTANDING AND AMENDED AND RESTATED SEWER SERVICE AGREEMENT BETWEEN RAINBOW MUNICIPAL WATER DISTRICT, PASSERELLE AND D.R. HORTON**

She noted this agreement goes back to 1987 when Hewlett Packard campus was planning to develop this area and how it has since been passed down to Rottman, and then to D.R. Horton and Passerelle. She explained with RMWD executed the first agreement with Passerelle, it was the beginning stages of the project they were the owner of all properties. She stated Passerelle has now sold part of the property to D.R. Horton and other part to Palomar College. She pointed out she was suggesting RMWD amend the existing agreements to reflect any revisions to both agreements as well as add any obligations that Passerelle gave to D.R. Horton and any changes to the projects such as realignments.

Mrs. Kirkpatrick mentioned Kurt Hubbell, a D.R. Horton representative, was present to answer any questions.

Director Lucy asked if this was consistent with what RMWD has treated other developer agreements in the past. Mrs. Kirkpatrick explained the difference between this contract and others RMWD has addressed in the past.

Mrs. Kirkpatrick confirmed this has nothing to do with Rice Canyon.

Legal Counsel Moser confirmed he looked through the packet of materials presented which appears to be consistent. Mrs. Kirkpatrick pointed out Legal Counsel Ochoa assisted with preparing the amended agreements.

Director Walker gave his approval of these amendments.

Director Griffiths asked Mrs. Kirkpatrick if she read and approved these amended agreements. Mrs. Kirkpatrick confirmed this was true. Director Griffiths stated he would then vote in favor of this item.

Action:

Moved by Director Brazier to approve Option 1-Authorize the General Manager to execute First Amendment to Water Service Memorandum of Understanding and Amended and Restated Sewer Service Agreement with Passerelle and D.R. Horton. Seconded by Director Walker.

After consideration, the motion CARRIED by the following vote:

AYES:	Directors Brazier, Griffiths, Lucy, Sanford, and Walker
NOES:	None
ABSTAINED:	None
ABSENT:	None

Discussion went to Item #13.

(*) - Asterisk indicates a report is attached.

11A-9

13. DISCUSSION AND POSSIBLE ACTION TO CHANGE SEPTEMBER 22, 2015 REGULAR BOARD MEETING DATE TO SEPTEMBER 16, 2015

President Sanford explained the reason for this change was due to the fact RMWD would be receiving another award similar to the one presented earlier at the CSDA meeting being held in Monterey in September on RMWD’s regularly scheduled Board meeting date. He said in light of the award, he and Mr. Kennedy would be attending this conference; therefore, a request was being made to change the Tuesday, September 22, 2015 meeting date to Wednesday, September 16, 2015.

Action:

Moved by Director Brazier to approve Option 1-Approve changing the September 2015 scheduled Regular Board meeting date to Wednesday, September 16, 2015. Seconded by Director Lucy.

After consideration, the motion CARRIED by the following vote:

- AYES:** Directors Brazier, Griffiths, Lucy, Sanford, and Walker
- NOES:** None
- ABSTAINED:** None
- ABSENT:** None

Discussion went to Item #14.

14. DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS RELATED TO THE FPUD REORGANIZATION AND DISSOLUTION APPLICATION TO LAFCO

A. Ad Hoc Committee Update

Director Brazier reported the committee continues to work.

Discussion ensued regarding the buttons handed out at LAFCO’s July 6th public hearing.

President Sanford announced RMWD would be holding two more community meetings; one at the Rainbow Valley Grande on September 1st and the other at the Bonsall Community Center on September 2nd. He noted both meetings would be held from 6:00-8:00 p.m.

Discussion went to Item #15.

***15. RECEIVE AND FILE INFORMATION ITEMS FOR JUNE 2015**

- A. General Manager Comments**
 - 1. Meetings, Conferences and Seminar Calendar
- B. Communications**
 - 1. Ratepayer Letters
- C. Construction & Maintenance Comments**
 - 1. Construction and Maintenance Report
 - 2. Valve Maintenance Report
 - 3. Garage/Shop Repair

(*) - Asterisk indicates a report is attached.

DRAFT

DRAFT

DRAFT

- D. Water Operations Comments**
 - 1. Water Operations Report
 - 2. Electrical/Telemetry Report
- E. Wastewater Comments**
 - 1. Wastewater Report
- F. Operations Comments**
 - 1. Water Quality Report
 - 2. Cross Connection Control Program Report
- G. Engineering Comments**
 - 1. Engineering Report
- H. Customer Service**
 - 1. Field Customer Service Report
 - 2. Meters Report
- I. Human Resource & Safety Comments**
 - 1. Safety Report
 - 2. Changes in Personnel
 - 3. Organizational Chart

Action:

***Moved by Director Brazier to receive and file the information items for June 2015.
Seconded by Director Walker.***

After consideration, the motion CARRIED by the following vote:

AYES: Directors Brazier, Griffiths, Lucy, Sanford, and Walker
NOES: None
ABSTAINED: None
ABSENT: None

Mrs. Kirkpatrick gave a Highway 76 project update presentation per Director Lucy's request.

Discussion went to Item #16.

***16. RECEIVE AND FILE FINANCIAL STATEMENTS AND INFORMATION FOR JUNE 2015**

- A. Finance Manager Comments**
 - 1. Interim Financial Statement
 - 2. Monthly Investment Report
 - 3. Visa Breakdown
 - 4. Directors' Expense
 - 5. Check Register
 - 6. Office Petty Cash
 - 7. Water Usage Report
 - 8. Projected CIP Cash Flow Report
 - 9. RMWD Sewer Equivalent Dwelling Units (EDU's) Status

Director Walker excused himself from the meeting at 2:16 p.m.

(*) - Asterisk indicates a report is attached.

11A-11

DRAFT

DRAFT

DRAFT

Ms. Thomas reported there were some very positive comments from most of the public members she has met with regarding the TSAWR matter regarding the policies approved by the Board at their last meeting.

Director Lucy commended Ms. Thomas and Mr. Kennedy for their work on the excellent communications and solutions on the TSAWR matter. He mentioned Ms. Thomas has received more compliments, praises, and thanks for anything she has done during his many years on the Board. He also complimented Mr. Kennedy for his great communications skills especially in the newsletter and making it easier to understand.

Director Brazier complimented RMWD's staff in assisting the public and how she had heard FPUD has commented they may need to hire more people to assist their customers.

Discussion ensued regarding RMWD's financials.

President Sanford asked if RMWD was being more efficient in collecting recapturing some revenue losses. Ms. Thomas explained procedural and policy changes that have been made within her department to assist with revenue recovery, assist with timely customer payments, and bankruptcies.

Discussion ensued regarding the budget call centers.

Ms. Thomas mentioned the audit would be conducted the week of September 21, 2015. She also provided an update on the Springbrook changes.

Action:

Moved by Director Brazier to receive and file financial statements and information for June 2015. Seconded by Director Walker.

After consideration, the motion CARRIED by the following vote:

AYES:	Directors Brazier, Griffiths, Lucy, and Sanford.
NOES:	None
ABSTAINED:	None
ABSENT:	Director Walker

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

It was noted Item #14 would be a continued item for the next agenda.

(*) - Asterisk indicates a report is attached.

11A-12

DRAFT

DRAFT

DRAFT

18. ADJOURNMENT - To Tuesday, August 25, 2015 at 1:00 p.m.

The meeting was adjourned with a motion made by Director Brazier to a regular meeting on August 25, 2015 at 1:00 p.m.

The meeting was adjourned at 2:29 p.m.

Dennis Sanford, Board President

Dawn M. Washburn, Board Secretary

(*) - Asterisk indicates a report is attached.

11A-13

**MINUTES OF THE BUDGET AND FINANCE COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
JULY 14, 2015**

1. **CALL TO ORDER:** The Budget & Finance Committee meeting of the Rainbow Municipal Water District was called to order by Chairperson Stitle on July 14, 2015 in the Board Room of the District Office at 3707 Old Highway 395, Fallbrook, CA 92028 at 1:00 p.m. Chairperson Stitle presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Stitle
Member Hensley
Member Clyde
Alternate Thomas

Absent: Member Ross
Member Carlstrom
Alternate Lucy

Also Present: General Manager Kennedy
Executive Assistant Washburn
Acting District Engineer Kirkpatrick
Director Brazier

Two members of the public were present.

4. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA (Limit 3 Minutes)**

Michael Rodriguez introduced himself and briefed the committee on his background.

COMMITTEE ACTION ITEMS

5. **COMMITTEE MEMBER COMMENTS**

There were no comments.

Discussion returned to Item #4.

*6. **APPROVAL OF MINUTES**
A. June 9, 2015

Action:

Moved by Member Clyde to approve the minutes. Seconded by Member Stitle.

1301-1

After consideration, the motion CARRIED by the following vote:

AYES: Member Stitle, Member Clyde, and Alternate Thomas
NOES: None
ABSTAINED: Member Hensley
ABSENT: Member Ross, Member Carlstrom, and Alternate Lucy

7. UPDATES

A. Raftelis

Mr. Kennedy mentioned RMWD was underway with some of their evaluations and the rate models; however, they were waiting on some information from the Master Plan related to the CIP. He noted RMWD provided Raftelis with some data pertaining to water consumptions in order to try to evaluate the different customer classes currently in place at the District.

B. Strategic Plan

Ms. Washburn announced Michele Tamayo will be attending the August 11, 2015 committee meeting. She stated once the committee's regular business items are complete, Ms. Tamayo will work with the committee on the strategic planning process.

Mr. Kennedy mentioned Ms. Tamayo has met with each of the board members individually and would be meeting with all RMWD employees on July 22, 2015. He pointed out Ms. Tamayo wants to bring each committees' vision into the process as well. He said after a public workshop is conducted, Ms. Tamayo will put together some ideas for the Board to consider as far as main focus areas.

Mr. Kennedy explained the LAFCO situation would not be brought into the strategic planning a whole lot. He noted the anticipated timeframe for completion of the strategic plan is October.

Discussion ensued regarding water projects throughout San Diego County.

C. LAFCO

Mr. Kennedy confirmed the next LAFCO public hearing regarding the matter of FPUD application to dissolve RMWD is scheduled for September 14, 2015.

Mr. Stitle inquired about Philip Forbes who made a presentation at the July 6, 2015 LAFCO public hearing and whether anyone pointed out Mr. Forbes' used to work at Rancho California Water District. Mr. Kennedy pointed out Mr. Forbes did not disclose this information at the LAFCO hearing and how it was made very clear to Mr. Forbes that it was inappropriate after the hearing. He also noted he sent copies of his contract with FPUD to both the Union Tribune and Village News.

Mr. Kennedy noted Mr. Forbes was involved with some of the pro forma budgets provided in the draft staff support which consequently was never approved by either the FPUD or RMWD respective Board of Directors but was made a part of FPUD's initial application submitted to LAFCO.

13A1-2

Mr. Kennedy stated at the request of the hearing, Supervisor Jacob requested that the financial analysis be revisited. He noted how after two weeks of his employment with RMWD, he met with Mr. Ott and that he was told by Mr. Ott that Mr. Kennedy was not permitted to challenge the numbers in any discussions. He said due to Supervisor Jacob's request, Mr. Ott was now requesting information from both RMWD and FPUD. He noted how the pro forma budgets provided initially had no back up information in several areas.

Discussion ensued regarding the invalid comparisons to efficiencies that will impact service.

Mr. Stitle asked if the issue of the FPUD's Capital Improvement Program was brought up on the request for information. Mr. Kennedy noted LAFCO asked for restated Capital Improvement Program numbers.

Discussion ensued regarding recent comparisons of water sales versus debt and how it showed FPUD has 3.5 more times debt per acre foot of water sold than RMWD. It was noted the question here would be how would combining agencies be good for RMWD's ratepayers.

Mr. Stitle inquired if the costs associated sewage treatment plant and Red Mountain Reservoir were brought up. Mr. Kennedy stated this information would need to be provided by FPUD and once published by LAFCO, RMWD will take a look at that information. He added RMWD's CIP plan that only goes out to 2018 until the Master Plan is completed; however, this CIP information was provided to LAFCO.

Mr. Kennedy pointed out RMWD's goal as always has been to remain transparent as the ratepayers expect; therefore, LAFCO will be provided with all the information available including financial statements, budgets, etc.

D. CIP

Mrs. Kirkpatrick referred to the handout containing a list of the CIP projects. She noted the major projects for this fiscal year included the Highway 76 realignment and the Gird to Monserate waterline. She noted the two major projects that rely on the Master Plan are the Beck UV and the sewer outfall.

Mrs. Kirkpatrick provided copies of the developer projections. She pointed out in Fiscal Year 2015, RMWD sold 18 meters total. She noted Caltrans paid for eleven 2" meters for Highway 76 today. She pointed out the areas in gray are the ones she knows for sure are going in due to the fact construction has started, but the others are just projections at this time. It was noted the information provided were actually off by one year in the handouts.

E. Springbrook

Ms. Thomas reported the payroll has been finalized with parallels matching. She noted the general ledger (finance part) requires switching all the general ledgers to Springbrook's format which was currently in progress. She stated the anticipated date for going live in these two areas was August 8, 2015. She explained Springbrook would be returning to RMWD in September to start the utility billing phase which will also require 20 hours of remote work in October. She mentioned how RMWD's representative working directly with staff has been hands on and instrumental in the process.

Mr. Clyde asked what impact this change will have on RMWD's customers, if any. Ms. Thomas answered the bills may have a different look; however, that would be a positive. She noted another impact may result if there is a glitch in the uploading and downloading processes. Mr. Kennedy added the main thing was that RMWD plans to have some improved capabilities for bill paying, viewing water use, etc. He explained the first step was to get the general ledgers, payroll, and utility billing portions squared away before starting work on the other capabilities.

8. BOARD MEETING REVIEW

Mr. Kennedy reported the Board adopted the updated Drought Ordinance. He talked about some of the updates made to the Drought Ordinance. He noted the Board also adopted four policies related the TSAWR water program.

Mr. Kennedy noted Director Sanford asked staff look at budget billing. Discussion ensued regarding why this may be very difficult to implement as well as negatively impact RMWD.

Discussion ensued regarding the July 6, 2015 LAFCO public hearing regarding FPUD's application to dissolve RMWD. Mr. Kennedy noted neither he nor Mr. Brady made a presentation at this meeting; however, both he and Mr. Brady did speak briefly to clarify they were fine with the public hearing continuance.

Mr. Stitle stated he did not see how the idea of budget billing could work mathematically as far as cash flow was concerned. Mr. Kennedy explained the risk would need to be evaluated as well as the program insulated to be revenue neutral on its own. Discussion ensued.

Mr. Kennedy reported the Board adopted the budget as well as approved supporting Jo MacKenzie's nomination.

9. MONTHLY WATER SALES REPORT

Ms. Thomas stated she was hopeful Springbrook will have some type of program to simplify reporting this information. She noted RMWD was in good shape selling less water, but having more revenue.

10. MONTHLY FINANCIAL REPORT

Ms. Thomas pointed out RMWD would be fine as far as budget if this LAFCO matter was not increasing the expenses for legal services and such. She noted the variation in operating expenses has to do with tank cleaning being paid quarterly as opposed to monthly. She concluded by noting even though legal services costs have increased, RMWD was currently below the budget overall.

Mr. Clyde inquired if all legal fees were associated with the LAFCO matter. Mr. Kennedy explained legal services were not solely related to LAFCO, but also human resource matters and claims, etc. He noted more money was being spent on the LAFCO matter than desired; however, it was necessary due to the complications involved with this particular situation.

11. REVIEW OF GROUNDWATER ISSUE

Mr. Kennedy stated RMWD was expecting to receive at least the draft final report at the end of July. He said once staff receives this information, the next steps will be to look at what the pricing. He explained the general consensus from an engineering level was that it may be best to try to part from Oceanside over time which would be the most cost effective way to proceed. He noted once RMWD receives the report, it will be brought back to the committees.

Mr. Stitle inquired as to how accurate groundwater studies have been in the past. Mr. Kennedy pointed out they are all models; however, it really depends on how many wells need to be built. Discussion ensued.

12. DISCUSSION AND POSSIBLE ACTION TO ASSIGN MEMBERS TO SERVE ON THE RMWD BUDGET AND FINANCE COMMITTEE

Mr. Rodriguez stated it was his intention to attend a few committee meetings prior to seeking permanent assignment to serve as a member.

13. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED BUDGET AND FINANCE COMMITTEE MEETING

Mr. Kennedy noted the strategic planning workshop would take the most time at the committee's August meeting; therefore, it would be best not to add too much to that agenda.

14. ADJOURNMENT

Action:

Moved by Member Clyde to adjourn the meeting. Seconded by Member Hensley.

After consideration, the motion CARRIED by the following vote:

AYES: Member Stitle, Member Clyde, and Alternate Thomas

NOES: None

ABSTAINED: Member Hensley

ABSENT: Member Ross, Member Carlstrom, and Alternate Lucy

Harry Stitle, Committee Chairperson

Dawn M. Washburn, Board Secretary

1391-5

**MINUTES OF THE COMMUNICATIONS COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
JUNE 1, 2015**

1. **CALL TO ORDER** – The Communications Committee Meeting of the Rainbow Municipal Water District on June 1, 2015 was called to order by Vice Chairperson O’Leary at 3:34 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Vice Chairperson O’Leary, presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member O’Leary
Member Brazier
Member Daily

Absent: Member Romani

Also Present: Acting District Engineer Kirkpatrick
Executive Assistant/Board Secretary Washburn

One member of the public was present.

4. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA**

Elysian Kurnik introduced herself as well as mentioned she has a background in urban planning and is currently a corporate and estate planning attorney. She mentioned she recently moved from FPUD to RMWD and was interested in water matters.

COMMITTEE ACTION ITEMS

5. **COMMITTEE MEMBER COMMENTS**

The committee and staff members introduced themselves to Ms. Kurnik as well as provided her with some background on the District.

*6. **APPROVAL OF MINUTES**

A. April 6, 2015

Action:

Moved by Member Daily to approve the minutes as submitted. Seconded by Director Brazier.

1301-1

After consideration, the motion CARRIED by the following vote:

AYES: Member O'Leary, Member Brazier, and Member Daily
NOES: None
ABSTAINED: None
ABSENT: Member Romani

7. DISCUSSION AND POSSIBLE ACTION REGARDING COMMITTEE MEMBERSHIP AND CHAIRPERSON ROTATION

Discussion ensued regarding possibly adding Ms. Kurnik to this committee as well as rotating the Chairperson.

Ms. Brazier stated although she does not mind contributing in the discussion, she did not think it would be appropriate for her to chair a committee that makes recommendations to the Board of Directors.

Mr. Daily agreed to serve as Committee Chairperson; however, he wanted to make sure there was a rotation after a year or year and a half.

Action:

Moved by Member Brazier to appoint Member Daily to serve as the Committee Chairperson. Seconded by Member O'Leary.

After consideration, the motion CARRIED by the following vote:

AYES: Member O'Leary, Member Brazier, and Member Daily
NOES: None
ABSTAINED: None
ABSENT: Member Romani

It was noted Mr. O'Leary would continue to serve as Vice Chairperson.

8. BOARD MEETING REPORT

Mrs. Kirkpatrick reported on the actions taken at the May 26, 2015 Regular Board meeting including approval of the water standby readiness to serve charges for Improvement District 1, the appointment of Lee Kirby to serve on the Engineering Committee, authorizing the general manger to execute a ground lease agreement with RMWD's lower yard, and the change order for four conduits under the Highway 76 for RMWD's future use. She pointed out the Board approved the quitclaim of an easement in exchange for water easements at the proposed mitigation bank at San Luis Rey per the Engineering Committee's recommendation.

Mr. Daily noted the newsletter has been very helpful in keeping the customers up to date on the drought situation. He stated he has received very good feedback. He paid a compliment to staff member Justin that worked with him on a leak after hours and how helpful Justin was with assessing the situation and ultimately deciding to save the District money by being able to schedule the repair for during regular work hours. Ms. Washburn encouraged Mr. Daily to submit his comments in an email so that it could be shared with the Board of Directors.

Discussion ensued regarding getting information out to the customers regarding leak detection as well as how to read water meters. Ms. Washburn mentioned Mr. Kennedy had asked that this committee be solicited for possible input and possible revisions to the "How to Read Your Water Meter" cards provided to ratepayers.

Mr. Daily inquired about doing something with the bills and fees involved. Ms. Brazier explained it is difficult for customers to understand the costs associated with transporting the water to customers through various types of terrain.

9. STRATEGIC PLANNING PROCESS UPDATE

Mrs. Kirkpatrick how RMWD was currently going through two different processes; the master plan and strategic plan respectively. She noted the strategic planning was more concentrated on RMWD as an organization.

Mrs. Kirkpatrick talked about the Board approving a contract with Michele Tamayo to conduct the strategic planning process. She noted Ms. Tamayo hosted a kick off meeting with the strategic planning committee made up of several staff members from different departments including her, Mr. Kennedy, Ms. Washburn, Mr. Bradley, Mrs. Bush, and Mr. Atilano.

Ms. Washburn pointed out a few of the planned aspects of this process including Board input, employee focus groups, and input from public committee members. Mrs. Kirkpatrick added successor planning will also be a large part of this plan.

Mr. O'Leary asked about the master plan addressing the Beck Reservoir project and when that will be taken into consideration by the Board. Mrs. Kirkpatrick stated it was anticipated this would take place next month. Discussion ensued.

Mrs. Kirkpatrick mentioned there may be a point where the strategic planning would be on a committee agenda as a means of getting input from the committee members.

Discussion continued.

Mrs. Kirkpatrick read aloud the RMWD Mission Statement. It was noted the committee members liked the statement as written.

10. LAFCO UPDATE

Mrs. Kirkpatrick talked about the Legislative Days conference Mr. Kennedy and Board President Sanford attended where they conducted vital networking. She reported RMWD has put some pressure on LAFCO to make a decision and how Mr. Ott stated he would be bringing this matter to the LAFCO Board in July.

Ms. Brazier explained the RMWD/FPUD situation to Ms. Kurnik. Discussion ensued.

11. DROUGHT UPDATE

Mrs. Kirkpatrick noted Mr. Kennedy made a presentation to the Board of Directors at the May 26th Board meeting. She explained Mr. Kennedy solicited the Board for input on a draft drought ordinance that will be prepared for Board consideration at their June 23, 2015 meeting. She noted those who received the special agricultural discount need to start cutting back their water use now.

Ms. Brazier explained the message to the ratepayers will most likely be to water as conservatively as possible which will in turn assist with limiting the amount of waste.

Discussion ensued regarding the drought situation and proclamation for a 36% cutback for RMWD ratepayers.

12. UPCOMING NEWSLETTER TOPICS

Mr. Daily suggested there be some type of leak detection awareness. Mrs. Kirkpatrick noted this could be something for the RMWD Facebook page.

13. REVIEW AND ANALYSIS OF RMWD RELATED MEDIA STORIES

There were no media stories to review and analyze.

14. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED COMMUNICATIONS COMMITTEE MEETING

There were no suggested agenda items.

15. ADJOURNMENT

Action:

Moved by Member Daily to adjourn the meeting. Seconded by Member Brazier.

After consideration, the motion CARRIED by the following vote:

AYES:	Member O'Leary, Member Brazier, and Member Daily
NOES:	None
ABSTAINED:	None
ABSENT:	Member Romani

The meeting adjourned at 5:04 p.m.

Mike Daily, Committee Chairperson

Dawn M. Washburn, Board Secretary

13131-4

**MINUTES OF THE ENGINEERING COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
JUNE 3, 2015**

1. **CALL TO ORDER** – The Engineering Committee Meeting of the Rainbow Municipal Water District on June 3, 2015 was called to order by Chairperson Prince at 3:01 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Chairperson Prince, presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Brazier
Member Taufer
Member Stitle
Member Prince
Member Rhyne
Member Kirkpatrick
Member Kirby
Alternate Kennedy

Absent: Member Strapac

Also Present: Director Tory, Water Operations Manager Atilano, Finance Manager Thomas, Superintendent Zuniga and Assistant Rubio

Mr. Elliott, Mr. McCarty, Mr. Gillingham, Mr. Ratican, Mr. Murray and Dr. Robertson (in at 3:15 p.m.) were the public members present.

4. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA**

There were no public comments.

COMMITTEE ACTION ITEMS

*5. **APPROVAL OF MINUTES**
A. May 6, 2015

ACTION:

Moved by Ms. Brazier to approve the minutes as written. Seconded by Mr. Taufer. After consideration, the motion **CARRIED** by the following vote:

AYES: Member Brazier, Member Taufer, Member Prince, Member Rhyne, Member Stitle, Member Kirkpatrick and Mr. Kirby.

NOES: None.

ABSTAINED: None.

ABSENT: Member Strapac.

1301-1

6. DISCUSSION AND POSSIBLE ACTION REGARDING COMMITTEE APPOINTMENTS AND OTHER CHANGES TO COMMITTEE MEMBERSHIP

Ms. Brazier said Mr. Kirby was approved by the Board as a new member of the Engineering Committee. She mentioned there are other people present that were interested in joining this committee:

- Mr. Ratican said he attended last month's Engineering Committee and Board of Directors meetings and was still interested in joining this committee.
- Mr. Murray said he is a member of the community and a retired Systems Engineer with experience in corrosion control.

Mr. Prince announced at the next committee meeting there would be a recommendation to the Board to add new members.

7. DISCUSSION AND POSSIBLE ACTION REGARDING ENGINEERING COMMITTEE MEETING DAYS AND TIMES

Mr. Prince said based on the comments brought forth the day and time of the Engineering Committee Meetings would remain the same.

8. MASTER PLAN UPDATE

Mr. Kennedy said as part of the Master Plan Update a preliminary analysis was conducted to review the opportunity and options for wastewater treatment and disposal. He introduced Mr. Elliott, Project Manager with ATKINS consulting firm presenting the Draft Wastewater Treatment / Reclamation Alternatives Study.

Mr. Elliott introduced his team of consultants, Mr. McCarty and Mr. Gillingham. He said part of updating the District's Water Master Plan included researching opportunities in developing a new local water supply. He stated there were three key issues with the Water Master Plan – supply, reliability and CIP development. He pointed out the presentation would be focusing on wastewater treatment and reclamation with costs and benefits for the District's ratepayers and the possibility to provide a local water supply. He said there were two fundamental wastewater treatment and disposal alternatives:

- No Project Alternative: Continue sending wastewater to Oceanside.
- District Plant Alternative: Building a District wastewater reclamation plant.

Mr. Elliott pointed out the key success factors and benefits for the Wastewater Treatment/Reclamation Alternatives study included:

- Reduce treatment costs to Oceanside and reduce ocean disposal.
- Develop reliable source of local water supply and future plan for Indirect Potable Reuse/Direct Potable Reuse.
- Provide drought-proof supply for major agriculture users and nurseries.
- Serve as a possible water supply offset mitigation plan.

Mr. Elliott stated the reclamation plant alternative offers opportunities from a life cycle cost stand point in comparisons to staying with Oceanside. He pointed out a large expense would be the recycled water piping. He said wastewater treatment and disposal alternatives were defined through discussions with District staff. He stated the following alternatives were defined for further evaluation:

- Alternative 1: No Project Alternative. Under this alternative, the District would continue to convey wastewater generated within its service area to the San Luis Rey Water Reclamation Facility (SLRWRF) for treatment and disposal as governed by the terms and conditions of the inter-agency agreement, and eliminating the potential for a local recycled water resource for revenue generation and reduction of imported water volumes.
- Alternative 2: Construction of a new treatment facility near the District office site. Under this alternative, the District could construct a 0.9-mgd Water Recycling Facility (WRF) either on District property adjacent to its current office location or on a suitable site in the vicinity. Construction of such a facility would reduce conveyance to the SLRWRF to approximately 0.72-mgd, and reducing capital, operation and maintenance obligations under the inter-agency agreement.
- Alternative 3: Construction of a new treatment facility near the existing Lift Station 1 (LS-1) site. Under this alternative, the District could construct a 1.5-mgd WRF at or near the District's existing LS-1 site. Construction of such a facility would reduce conveyance to the SLRWRF to approximately 0.12-mgd, and significantly reducing capital, operation and maintenance obligations under the inter-agency agreement.
- Alternative 4: Construction of a new treatment facility near the District office with conveyance of LS-1 flows to the WRF. Under this alternative, the District could construct a 1.5-mgd WRF at or near the District office site, with a companion 0.6-mgd lift station at the LS-1 site. Wastewater flow tributary to the LS-1 site is pumped to the new WRF for treatment. Construction of these facilities would reduce conveyance to the SLRWRF to approximately 0.12-mgd, and reducing capital, operations and maintenance obligations under the inter-agency agreement.
- Alternative 5: Construction of a new treatment facility near the District office site with conveyance of LS-1 and LS-2 flows to the WRF. Under this alternative, the District could construct a 1.62-mgd WRF at or near the District office site, with companion 0.72-mgd and 0.12-mgd lift stations at or near the LS-1 and LS-2 sites, respectively. Wastewater flow tributary to the LS-2 site would be conveyed to the LS-1 site, and all flows tributary to the LS-1 site would be conveyed to the WRF for treatment. Construction of these facilities would eliminate conveyance to the SLRWRF, and eliminating capital, operation and maintenance obligations under the inter-agency agreement.

Mr. Gillingham presented the preliminary cost analysis provided on Table 5-1 of the Draft Wastewater Treatment / Reclamation Alternatives Report. He said a preliminary life cycle cost analysis was prepared for each wastewater treatment plant alternative. He pointed out the table provides conceptual flow parameters, life-cycle cost summary, total equivalent annual costs, and total present worth costs. Discussion ensued.

Mr. Kennedy said the Board would have to consider how much the new water supply was worth and the challenge of the cost. He stated the Draft Wastewater Treatment / Reclamation Alternatives Report provided a lot of useful information to obtain the necessary approvals. Discussion ensued.

9. DISCUSSION AND POSSIBLE ACTION REGARDING MORRO TANK

Mr. Kennedy said the District has observed an uplift of the Morro Tank floor plate relative to the surrounding grade. He mentioned that this displacement was first observed about 25 years ago. He pointed out the District retained the services of Kennedy/Jenks a consulting firm to conduct a study to determine the causes of the observed distress, and to develop/evaluate alternative solutions to address the distress. He stated the alternatives were very costly, which involved replacing the tank with different types and/or sizes. He mentioned based on discussions with the District Operators it was determine to evaluate the possibility of providing water to this zone from the Pala Mesa Tank and eliminating the Morro Tank. He said the consultant was tasked to conduct additional hydraulic analysis to evaluate supplying the Tank Zone from other pressure zones such as Pala Mesa Tank and the Morro Reservoir.

Mrs. Kirkpatrick referred to the Morro Tank Pressure Zone Analysis Technical Memorandum which provided the results of the additional hydraulic analysis. She reiterated that during water shutdowns of Morro Tank the Operators can provide water to that zone by bringing water from the Pala Mesa Tank zone. She said the District would like to close down Morro Tank, however, the following upgrades would be required:

- Upsizing pipelines in the Tank Zone as was recommended in the Master Plan.
- Upsizing additional pipelines near Morro Reservoir zone and tank zoned boundaries.
- The addition of a fire pump with an emergency generator.

Mr. Kennedy said the cost of removing the tank would possibly be offset by the scrap metal and the parcel could be sold.

10. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED ENGINEERING COMMITTEE MEETING

The following agenda items were suggested for the next Engineering Committee Meeting: Committee Appointments, Master Plan Update, Morro Tank, and the Ground Water Report.

11. ADJOURNMENT

The meeting was adjourned at 4:22 p.m.

Tim Prince, Committee Chairperson

Dawn M. Washburn, Board Secretary

1301-4

**MINUTES OF THE ENGINEERING COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
JULY 1, 2015**

1. **CALL TO ORDER** – The Engineering Committee Meeting of the Rainbow Municipal Water District on July 1, 2015 was called to order by Chairperson Prince at 3:01 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Chairperson Prince, presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Brazier
Member Taufer
Member Stittle
Member Prince
Member Kirby
Alternate Kirkpatrick

Absent: Member Rhyne
Alternate Strapac

Also Present: General Manager Kennedy and Assistant Rubio

Dr. Robertson, Mr. Murray, Mr. Ratican and one other public member were present.

4. **PUBLIC COMMENT RELATING TO ITEMS NOT ON THE AGENDA**

Ms. Brazier commented in the past there have been comments from a number of sources on how poorly attended the Engineering Committee Meetings were in addition to having numerous cancellations due to lack of quorum. She pointed out after reviewing the past agenda packages during the JPA era she discovered many Engineering Committee Meetings were cancelled due to the direction of Mr. Brady and not for lack of quorum. She stated the Engineering Committee Meeting's record of attendance was one of the best even though it does not look that way due to the cancelled meetings. Discussion ensued.

COMMITTEE ACTION ITEMS

5. **DISCUSSION AND POSSIBLE ACTION REGARDING COMMITTEE APPOINTMENTS AND CHANGES TO COMMITTEE MEMBERSHIP**

Mr. Kennedy said there are three public members interested in joining the Engineering Committee. He mentioned Ms. Rhyne was willing to step down and Mr. Strapac had not been able to attend for quite some time. He suggested removing Ms. Rhyne, Mr. Strapac and Mrs. Kirkpatrick to allow the addition of the three new public members.

1302-1

ACTION:

Moved by Mr. Stitle to appoint to the Engineering Committee Mr. Murray and Mr. Ratican as Members, Dr. Robertson and Mrs. Kirkpatrick as Alternate Members, and remove Ms. Rhyne and Mr. Strapac as Members. Seconded by Brazier.

After consideration, the motion CARRIED by the following vote:

AYES: Member Brazier, Member Taufer, Member Prince, Member Stitle, Member Kirkpatrick and Mr. Kirby.
NOES: None.
ABSTAINED: None.
ABSENT: Member Strapac and Member Rhyne.

6. DISCUSSION AND POSSIBLE ACTION REGARDING GOLF GREEN ESTATES JOINT USE AGREEMENT

Mrs. Kirkpatrick said in order to process the final map for the Golf Green Estates a 94 Lot development next to Bonsall Elementary School the County of San Diego has requested specific language in the Joint Use Agreement. She referred to the two handouts a highlighted joint use statement and a page out of the final map. She summarized the easement requirements for the areas only affecting County roads as follows:

- If the County needs to disturb the area or move any facilities it would be at their cost.
- If the District needs to disturb the area or move any facilities it would be at the District's cost.
- If the District vacates the land the easement would be surrendered.

She mentioned the Joint Use Agreement would be executed by Bonsall Elementary School, SDG&E and the District, which all have easements on County roads. Discussion ensued.

ACTION:

Moved by Ms. Brazier to recommend to the Board to accept the Joint Use Agreement. Seconded by Mr. Stitle. After consideration, the motion CARRIED by the following vote:

AYES: Member Brazier, Member Taufer, Member Prince, Member Stitle, Member Kirkpatrick and Mr. Kirby.
NOES: None.
ABSTAINED: None.
ABSENT: Member Strapac.

7. DISCUSSION AND POSSIBLE ACTION REGARDING THE GIRD TO MONSERATE HILL REQUEST FOR PROPOSAL

Mrs. Kirkpatrick provided a map of the Gird to Monserate Hill Pipeline. She explained approximately 12 years ago the pipeline broke in the Live Oak Creek area and repair efforts were too difficult due to the depth of the pipeline, therefore it was isolated. She said request for proposals to assess the pipeline and recommend a PDR for repair or replacement were solicited. She stated proposals were received from Tetra Tech Inc., Psomas and J.C. Heden & Associates. She said a preliminary review of the proposals was conducted by staff and she would appreciate volunteers from the Engineering Committee to review and provide comments within a week. Mr. Kirby, Mr. Stitle and Mr. Murray volunteered.

Mrs. Kirkpatrick said the existing 10-inch pipeline was made of steel and served approximately 200 customers. She mentioned the pipeline would have to be assessed to determine if the entire pipeline would have to be repaired or just part of it. She stated the as-builts did not match the actual depth of the pipeline and pointed out during excavation it was discovered dive deep underneath the creek. Discussion ensued.

8. MASTER PLAN UPDATE

Mrs. Kirkpatrick asked if there were any comments regarding the Wastewater Treatment/Reclamation Plant (WRP) Study to forward to the Consultant for review. She acknowledge there were no comments from the Committee Members.

Mr. Kennedy said one of the items being reviewed were locations for the WRP. He observed possible locations off of Old River Road by Lift Station 2, which would allow pumping recycled water back and avoid the risk of pumping wastewater.

Mr. Kennedy said the Consultant was diverted to prepare a report to identify the costs associated with wastewater services for the Meadowood Development based on an agreement with Valley Center Municipal Water District. He mentioned the Consultant recently provided a preliminary draft report to be reviewed by staff.

Mr. Kennedy mentioned based on the options to build a WRP or not do anything it would be more costly to not do anything. He said if the Board decides to choose one of the other options they would want it at a reduced cost. He pointed out based on the Strategic Planning process a large measure to consider would be to build out the system to obtain the most recycled water. He said the majority of the customers he has talked to are interested in the availability of more water and these projects would support this need. He said the overall state water restrictions would not apply to District owned reclaimed water.

Dr. Robertson said if the District uses and reclaims all of its water then the state does not have any control of that water, which would allow the District to substitute that water for good water. He stated having full control would be the goal. Discussion ensued.

9. LAFCO UPDATE

Mr. Kennedy said the District has scheduled two community meetings one at Bonsall and the second one at Rainbow. He mentioned the purpose of the meetings were to allow questions and answers and to inform the customers of the protest process. Discussion ensued.

Mr. Kennedy said the LAFCO Commission Meeting was scheduled for July 6, 2015 at 9:00 a.m. in the San Diego County building and everyone was welcomed to attend. He mentioned the hearing would most likely be continued due to Mr. Horn's absence and the fact that this was regarding his District.

Mr. Kennedy said if an election was called it would have to be held by FPUD and would probably go on the June primaries due to cost.

Dr. Robertson asked as a potential member of the Engineering Committee would he be allowed to speak out against the takeover. Mr. Kennedy replied yes. Discussion ensued.

10. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED ENGINEERING COMMITTEE MEETING

The following agenda items were suggested for the next scheduled Engineering Committee Meeting: Master Plan Update, LAFCO Update, Strategic Plan, Ground Water Supply and the Sewer Policy.

11. ADJOURNMENT

ACTION:

Moved by Ms. Brazier to adjourn. Seconded by Mr. Stitle. After consideration, the motion CARRIED by the following vote:

AYES: Member Brazier, Member Taufer, Member Prince, Member Stitle, Member Kirkpatrick and Mr. Kirby.
NOES: None.
ABSTAINED: None.
ABSENT: Member Strapac.

The Meeting adjourned at 4:13 p.m.

Timothy Prince, Committee Chairperson

Dawn M. Washburn, Board Secretary

1302-4



BOARD ACTION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

RESOLUTION NO. 15-14 - RESOLUTION OF OBJECTION OF THE BOARD OF DIRECTORS OF THE RAINBOW MUNICIPAL WATER DISTRICT TO THE FALLBROOK PUBLIC UTILITY DISTRICT'S RESOLUTION AND APPLICATION FOR REORGANIZATION TO THE SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION

DESCRIPTION

In June of 2014, the Rainbow Municipal Water District (RMWD) adopted a Resolution of Objection, (14-03) objecting to the application by the Fallbrook Public Utility District's (FPUD). This Resolution highlighted a number of deficiencies in the information provided by FPUD as well as legal and procedural issues with their application. Since that time, LAFCO staff has rejected requests by RMWD staff and board members to re-evaluate the financial estimates made by FPUD in their application.

At the July 6, 2015 Local Agency Formation Commission (LAFCO) hearing regarding FPUD's application to dissolve RMWD, Commissioner Jacob asked LAFCO staff to perform an independent analysis of the financial savings projections made by FPUD in their application. Through a three phase process, LAFCO staff solicited information from both FPUD and RMWD which LAFCO staff will use to produce a revised financial analysis.

RMWD's LAFCO Ad-Hoc committee reviewed the information submitted by FPUD alongside data provided by RMWD. The information provided by FPUD not only failed to support their financial estimates, it showed that the number of job cuts required to achieve the savings would result in significant degradation in the ability of the remaining staff to provide even a minimum level of service in many areas. The LAFCO Ad-Hoc committee determined that the information provided by FPUD is insufficient to support their claims in their application and that the Draft Consolidation Study that serves as the basis for their arguments is seriously flawed and cannot serve as the basis for LAFCO to make findings as proposed by the LAFCO staff.

Resolution No. 15-14 will supplement the original resolution and clarify for the Commissioners that the application by FPUD to dissolve RMWD fails to show that the financial and service related concerns of the RMWD Board would be mitigated. The resolution also points out that there is significant public opposition to the forced merger that needs to be considered by the Commission.

POLICY

N/A

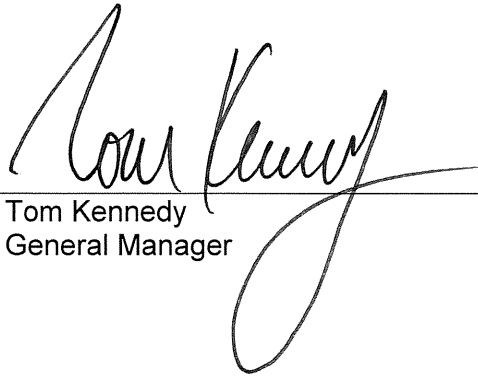
BOARD OPTIONS/FISCAL IMPACTS

The Board may choose to adopt the resolution as presented or suggest changes as needed.

14-1

STAFF RECOMMENDATION

Staff recommends adoption of the Supplemental Resolution of Objection



Tom Kennedy
General Manager

08/25/2015

RESOLUTION NO. 15-14

**RESOLUTION OF OBJECTION
OF THE BOARD OF DIRECTORS OF THE RAINBOW MUNICIPAL WATER DISTRICT
TO THE FALLBROOK PUBLIC UTILITY DISTRICT'S RESOLUTION AND APPLICATION FOR
REORGANIZATION TO THE SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION**

BE IT RESOLVED by the Board of Directors of the RAINBOW MUNICIPAL WATER DISTRICT ("Rainbow"):

WHEREAS, on March 10, 2014, the Fallbrook Public Utility District ("FPUD") passed Resolution No. 4813, which purported to be a Resolution of Application by the Fallbrook Public Utility District Requesting the San Diego County Local Agency Formation Commission to Take Proceedings for a Reorganization with the Rainbow Municipal Water District and Making Certain Findings Under the California Environmental Quality Act, in violation of the notice and hearing requirements of law, and thereafter improperly submitted said resolution together with an Application for Reorganization to the San Diego Local Agency Formation Commission ("LAFCO") on March 11, 2014;

WHEREAS, FPUD thereafter noticed a public hearing pursuant to Government Code § 56824.12, and on April 28, 2014, passed Resolution No. 4815, which amended Resolution No. 4813. Resolution No. 4815, Amended Resolution of Application by the Fallbrook Public Utility District Requesting the San Diego County Local Agency Formation Commission to Take Proceedings for a Reorganization with the Rainbow Municipal Water District and Making Certain Findings Under the California Environmental Quality Act (the "FPUD Resolution"), was submitted to LAFCO together with an Application for Reorganization ("Application for Reorganization") on April 29, 2014;

WHEREAS, the FPUD Resolution and Application for Reorganization seek the dissolution of Rainbow, a district annexation of Rainbow territory to FPUD, a reduction of Rainbow's sphere of influence to a zero sphere, and an expansion of FPUD's latent sewer powers to include Rainbow territory, and is not a special reorganization as defined by Government Code § 56075.5;

WHEREAS, the Board of Directors of the Rainbow Municipal Water District passed and submitted Resolution 14-13 for the purpose of providing the solicited comments on the Application for Reorganization; specifically, Rainbow passed and submitted Resolution 14-13 for the purpose of objecting to the FPUD Resolution and Application for Reorganization;

WHEREAS, RMWD's Resolution 14-03 contained a variety of objections to the FPUD Application based on financial and service related concerns;

WHEREAS, after over a year of evaluation of the FPUD application, LAFCO staff released its Staff Report regarding the FPUD application on June 5, 2015 to be considered at the July 6, 2015 LAFCO Commission meeting;

WHEREAS, during the course of the period of evaluation, RMWD staff had made several attempts to convince LAFCO staff that the financial analyses provided by FPUD were seriously flawed and did not support FPUD's claims for financial savings or their assertion that no service impacts would result from the reorganization;

WHEREAS, LAFCO staff had made it very clear that they would not fully review the financial analyses provided by FPUD and based this position on the claim that RMWD had ratified the Draft Consolidation Study provided by FPUD to support their application;

WHEREAS, neither RMWD nor FPUD ever adopted the Draft Consolidation Study, or even affirmed its contents since the report used by FPUD was a draft staff document, not an official record of either agency;

WHEREAS, at the July 6, 2015 LAFCO Commission meeting, Commissioner Jacob directed LAFCO staff to evaluate the financial claims made by FPUD in its application, citing conflicting information as the basis for the evaluation;

WHEREAS, through a series of information gathering efforts by LAFCO staff, FPUD was unable to provide backup documentation to support the financial claims made in their application;

WHEREAS, Rainbow is an affected local agency and an affected district as defined by Government Code sections 56014 & 56013, respectively;

WHEREAS, this resolution is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, with specific reference to Sections 56668.3(a)(4) and 56668.3(b) of the California Government Code, which sections permit the filing of a resolution raising objection by an affected agency, and by a district;

WHEREAS, this resolution is made as a supplement to Resolution 14-03 and serves to add to the content of that resolution rather than replace it;

NOW, THEREFORE, Rainbow raises the following objections to the FPUD Application:

1. RAINBOW OBJECTS to the FPUD Resolution and Application for Reorganization because the Draft Consolidation Study that FPUD has included in its Application is deeply flawed and is unsuitable to support the findings that are outlined in Exhibit E of the LAFCO Staff Report. Specifically, the following findings are not supported by the FPUD application:
 - a. **Finding 16** – FPUD has not demonstrated that the cost benefits identified in this Finding are true and correct.
 - b. **Finding 25** – RMWD’s Resolution of Objection 14-03 contains financial and service related concerns which have been shown to have merit through this review of the flawed financial analysis. The Commission cannot use this flawed analysis as the basis of rejecting RMWD’s Resolution of Objection 14-03.
 - c. **Finding 28** – The Commission cannot find that the provisions of 56425(h) have been satisfied as FPUD has not demonstrated that the proposed reorganization will result in “efficient and affordable” service delivery. The financial analysis is missing key features to allow any conclusion to be drawn as to the exact financial impact to RMWD ratepayers, and thus no determination about efficiency or affordability can be made. Further, FPUD has only provided speculation about service delivery rather than appropriate studies of actual current and projected service levels.

14-4

- d. **Finding 29** – the Commission cannot find that the reorganization will “stabilize rates for agricultural and non-agricultural water users” because the financial analysis is inaccurate and incomplete. It is impossible to determine what the actual cost impacts to RMWD ratepayers would be due to shortcomings in the financial analysis, and thus no determination about rate impacts could be made. Also, due to dilution in agricultural representation in a combined agency, it is more likely than not that agricultural interests will have less influence over rate design in the future.
2. RAINBOW OBJECTS to the FPUD Resolution and Application for Reorganization because the claims made by FPUD related to financial savings are not supported by the Draft Consolidation Study, nor by additional information provided to LAFCO staff by FPUD since July 6, 2015.
3. RAINBOW OBJECTS to the FPUD Resolution and Application for Reorganization because the proposed job cuts will cause immediate disruption of service delivery to the Rainbow ratepayers. FPUD’s supplemental information failed to demonstrate that there would not be degradation in service to the ratepayers. In fact, the cuts proposed would have immediate and perhaps long term negative impacts on ratepayers.
4. RAINBOW OBJECTS to the FPUD Resolution and Application for Reorganization because the overwhelming majority of public comments on the FPUD application were opposed to the reorganization. Well over 600 letters in opposition were received by LAFCO with only about 30 in favor. In accordance with Government Code Section 56668(m), the Commissioners must take into account the input from affected stakeholders.

NOW, THEREFORE, this Resolution of Objection is hereby approved and adopted by the Board of Directors of the Rainbow Municipal Water District. The San Diego County Local Agency Formation Commission is hereby **requested to take notice of this second Resolution of Objection and to give great weight to the objections raised in this Resolution**, as mandated by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000. (Government Code §§ 56668.3(a)(4) and (b).)

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Rainbow Municipal Water District at a regular meeting thereof held on August 25, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dennis Sanford, Board President

ATTEST:

Dawn M. Washburn, Board Secretary

14-5



BOARD ACTION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF A JOINT USE AGREEMENT (JUA) WITH THE COUNTY OF SAN DIEGO FOR PALA MESA HIGHLANDS TM 5187-1

BACKGROUND

The Pala Mesa Highlands development consists of 124 lots on Old Highway 395 and Pala Mesa Drive shown on enclosed vicinity map. They have been going through the plan checking process with the District and the County of San Diego. Pala Mesa Highlands is processing their final map with the County of San Diego. The County of San Diego is requiring a joint use agreement with the District shown on sheet 2 of the enclosed map. The joint use agreement language stipulates that if the County needs to do improvements or alterations then they will bear the costs of the improvements or alterations and any necessary rearrangement or relocations of District facilities and vice versa.

DESCRIPTION

The District has an existing easement that is in Pala Mesa Drive within the final map, shown as easement "A" on sheet 7. The portion of the easement is for an existing sewer line. The County requires that there be a Joint Use Agreement for this portion of easement since it is in County right of way.

Similar JUA's have been executed in the past. Staff is requesting that the Board authorize the General Manager to execute the Joint Use Agreement with the County of San Diego.

BOARD OPTIONS/FISCAL IMPACTS

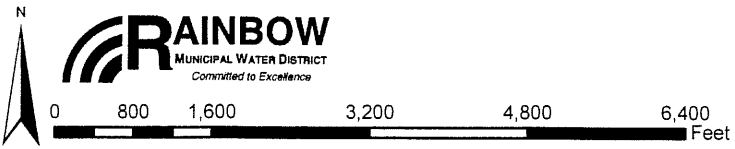
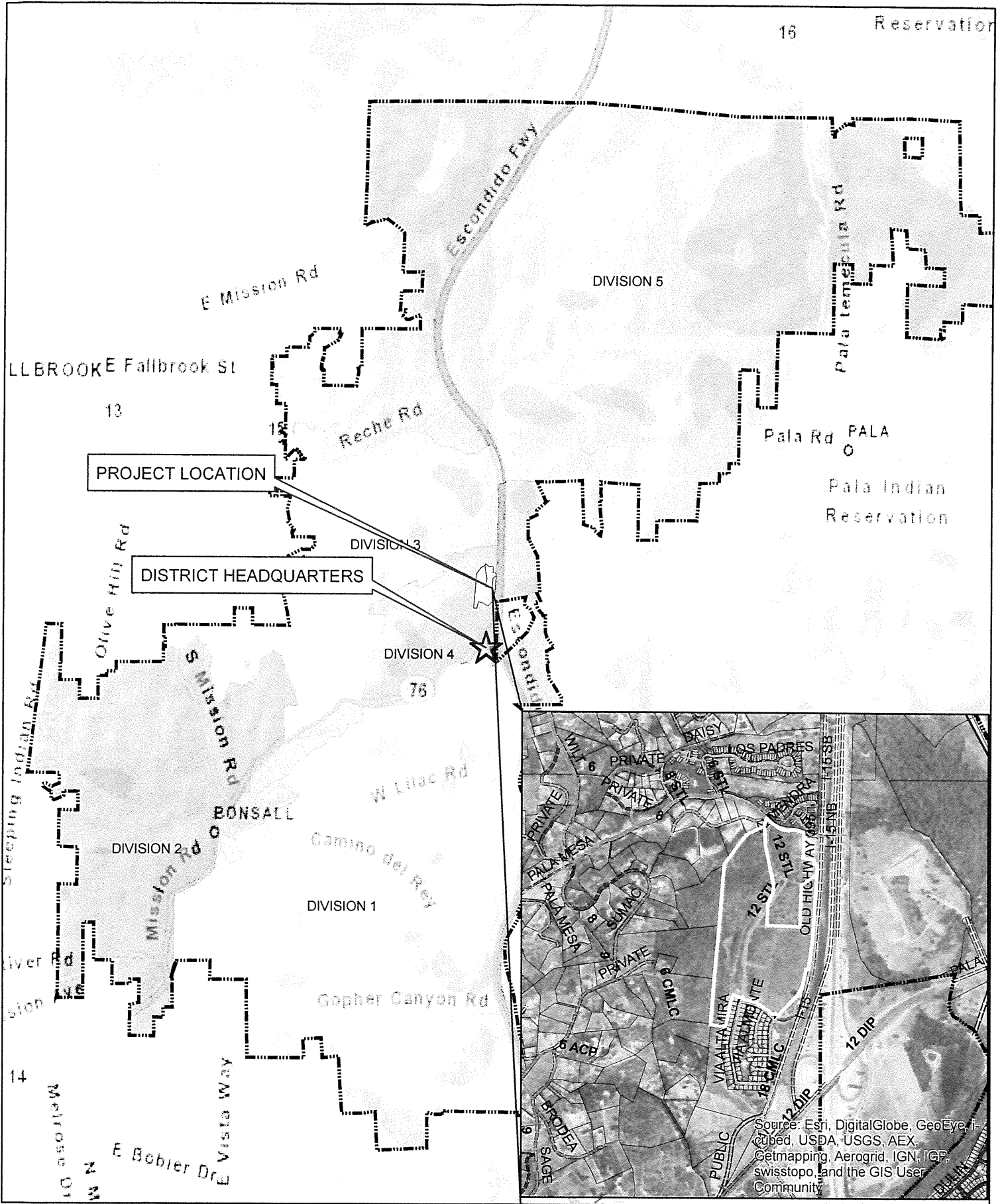
1. Authorize the General Manager to execute Joint Use Agreement with the County of San Diego for TM 5187-1
2. Provide other direction to Staff.

STAFF RECOMMENDATION

Staff recommends Option 1.


Sherry Kirkpatrick
Engineering Manager

August 25, 2015



RAINBOW
MUNICIPAL WATER DISTRICT
Committed to Excellence

PALA MESA HIGHLANDS

15-2

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

COUNTY OF SAN DIEGO TRACT NO. 5187-1

NOTARY ACKNOWLEDGEMENTS

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____

ON _____ BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT HE/SHE/THEY ACTED, EXECUTED THE INSTRUMENT BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINT NAME _____ A NOTARY PUBLIC IN AND FOR SAID STATE _____ PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____ BY COMMISSION EXPIRES _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____

ON _____ BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT HE/SHE/THEY ACTED, EXECUTED THE INSTRUMENT BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINT NAME _____ A NOTARY PUBLIC IN AND FOR SAID STATE _____ PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____ BY COMMISSION EXPIRES _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____

ON _____ BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT HE/SHE/THEY ACTED, EXECUTED THE INSTRUMENT BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINT NAME _____ A NOTARY PUBLIC IN AND FOR SAID STATE _____ PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____ BY COMMISSION EXPIRES _____

JOINT USE AGREEMENT

IN LIEU OF DEDICATION, RAINBOW MUNICIPAL WATER DISTRICT, HEREINAFTER REFERRED TO AS DISTRICT, HEREBY REQUESTS THAT PUBLIC IMPROVEMENTS MAY BE REFERRED TO AS DISTRICT PROJECTS. DISTRICT PROJECTS ARE PROJECTS THAT DISTRICT HAS THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE, IMPROVE, AND/OR REMOVE. DISTRICT'S CASUALTIES AND RIGHT OF WAY RECORDS SEPTEMBER 9, 1985 AS DOCUMENT IN 85-33980 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, LYING WITHIN THE BOUNDARY OF THE STREET DEDICATION FOR A PORTION OF PALM WASH DRIVE, APPROXIMATE AREA COVERED BY JOINT USE AGREEMENT, SUBJECT TO THE FOLLOWING:

1. IN THE EVENT THAT THE FUTURE USE OR ALTERATION OF SAID AREA BY THE COUNTY FOR STREETS OR PUBLIC IMPROVEMENTS INCLUDING THEREIN SHALL AT ANY TIME OR TIMES NECESSITATE A REARRANGEMENT, REALLOCATION OR RECONSTRUCTION OF ANY OF THE DISTRICT'S FACILITIES OR THE ACQUISITION OF ANY ADDITIONAL FACILITIES, SUCH APPROVALS SHALL BE OBTAINED BY DISTRICT AND SHALL BE PERFORMED BY DISTRICT, OR BY ANY OTHER PARTY WITH THE CONSENT OF THE DISTRICT, AT THE COST OF THE COUNTY.

2. IN THE EVENT THAT THE FUTURE USE OF SAID CASUALTIES OR PROPERTIES BY DISTRICT SHALL AT ANY TIME OR TIMES NECESSITATE A REARRANGEMENT, RECONSTRUCTION OR REALLOCATION OF ANY OF THE PUBLIC IMPROVEMENTS INCLUDING THEREIN, THE SAME SHALL BE PERFORMED AT THE COST OF THE DISTRICT.

3. ALL USES OF SAID AREA BY EITHER PARTY SHALL BE SUCH AS WILL NOT INTERFERE WITH THE USE OF SAID AREA BY EITHER PARTY WHICH TEMPORARILY INTERFERE WITH THE USE OF THE OTHER PARTY, WILL BE MADE ONLY WHEN NECESSARY THEREFORE AND UNDER EXISTING CONDITIONS.

4. DISTRICT RESERVES THE RIGHT TO DESIGN AND CONSTRUCT OR OPERATE LOCATIONS OF ALL FACILITIES WITHIN ITS CASSON TO ACCORD CONFLICT WITH EXISTING AND FUTURE DISTRICT FACILITIES. SUCH APPROVALS SHALL BE OBTAINED BY DISTRICT'S LETTER OF PERMISSION FOR GRADING AND CONSTRUCTION OF IMPROVEMENTS, AND APPROVALS SHALL NOT BE UNDERSIGNED WITHHELD.

5. IF THE COUNTY SHALL HEREAFTER MAKE OR ABANDON, IN WHOLE OR IN PART, THE AREAS WHICH ARE OCCUPIED BY DISTRICT'S CASUALTIES OR PROPERTIES, THE COUNTY SHALL BE RESPONSIBLE FOR THE RECONSTRUCTION OF THE DISTRICT PROJECTS. DISTRICT ALL RIGHTS OWNED BY DISTRICT PRIOR TO THE EXECUTION OF THIS CERTIFICATE.

6. EXCEPT AS EXPRESSLY HEREIN SET FORTH, THIS AGREEMENT SHALL NOT IN ANY WAY ALTER, MODIFY OR TERMINATE ANY OF DISTRICT'S PRIOR RIGHTS IN SAID AREA.

IN WITNESS THEREOF, RAINBOW MUNICIPAL WATER DISTRICT HAS CAUSED THIS INSTRUMENT TO BE EXECUTED UNDER ITS CORPORATE NAME BY ITS PROPER OFFICERS HERETOBY DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

RAINBOW MUNICIPAL WATER DISTRICT, A MUNICIPAL CORPORATION

BY: _____ NAME _____ TITLE _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____

ON _____ BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT HE/SHE/THEY ACTED, EXECUTED THE INSTRUMENT BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINT NAME _____ A NOTARY PUBLIC IN AND FOR SAID STATE _____ PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____ BY COMMISSION EXPIRES _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____

ON _____ BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT HE/SHE/THEY ACTED, EXECUTED THE INSTRUMENT BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINT NAME _____ A NOTARY PUBLIC IN AND FOR SAID STATE _____ PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____ BY COMMISSION EXPIRES _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____

ON _____ BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT HE/SHE/THEY ACTED, EXECUTED THE INSTRUMENT BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINT NAME _____ A NOTARY PUBLIC IN AND FOR SAID STATE _____ PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____ BY COMMISSION EXPIRES _____

15-4

COUNTY OF SAN DIEGO TRACT NO. 5187-1

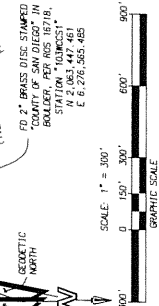
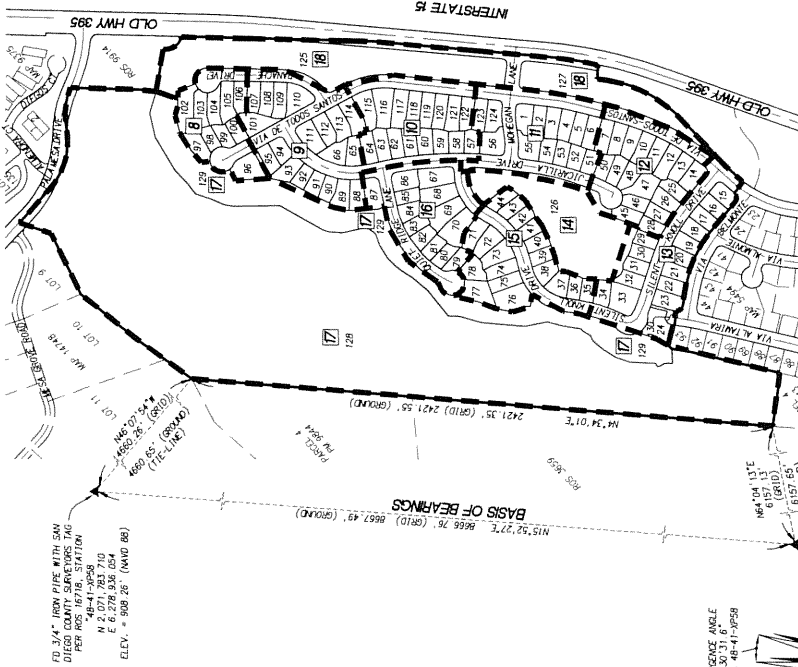
EASEMENTS

- (A) EASEMENTS GRANTED TO HANBROW MUNICIPAL WATER DISTRICT PER DOC. REC. SEP. 9, 1980 AS DOC. NO. 85-321816, O.R.
- (B) AN EASEMENT GRANTED TO PACIFIC BELL PER DOC. REC. MAR. 22, 1994 AS DOC. NO. 1994-160597, O.R.
- (C) EASEMENTS FOR ROAD AND PUBLIC UTILITY PURPOSES GRANTED TO V.K. & R. MILLER, L.L. & J. BEJMAN AND D. & M. L. MILLER PER DOC. REC. AUG. 11, 1987, IN BOOK 4152, PAGE 53, O.R. H.L. CLARK AND R.W. ROBINSON PER DOC. REC. AUG. 8, 1987, F/P 117201, O.R.
- (D) EASEMENTS, 10 FEET WIDE, FOR PUBLIC DRAINAGE PURPOSES GRANTED TO THE COUNTY OF SAN DIEGO PER DOC. REC. AUG. 13, 1979, F/P 79-138170, O.R. OPEN SPACE EASEMENT FOR STEEP SLOPE, GRANTED AND ACCEPTED HEREIN.
- (E) LIMITED BUILDING ZONE GRANTED AND ACCEPTED HEREIN.
- (F) AN EASEMENT, 10.00 FEET WIDE, GRANTED TO PALMA MESA CABLEVISION, INC., PER DOC. REC. JUNE 12, 1970, F/P 102791, O.R.
- (G) AN EASEMENT, 10.00 FEET WIDE, GRANTED TO PALMA MESA CABLEVISION, INC., PER DOC. REC. DEC. 30, 1988, F/P 228298, O.R.
- (H) AN EASEMENT, 15.00 FEET WIDE, FOR DRAINAGE PURPOSES GRANTED TO THE COUNTY OF SAN DIEGO PER DOC. REC. JULY 7, 1964, F/P 122655, O.R.
- (I) AN EASEMENT, 30 FEET WIDE, GRANTED TO SOKAL PER DOC. REC. JUNE 28, 1981, IN BOOK 4152, PAGE 53, O.R.
- (J) AN EASEMENT, 12.00 FEET WIDE, GRANTED TO SOKAL PER DOC. REC. SEP. 18, 1982, F/P 166973, O.R.
- (K) AN EASEMENT, 10.00 FEET WIDE, GRANTED TO SOKAL PER DOC. REC. JUNE 3, 1980, DOC. NO. 80-719482, O.R.
- (L) AN EASEMENT, 10.00 FEET WIDE, GRANTED TO SOKAL PER DOC. REC. JUNE 12, 1979, AS DOC. NO. 79-241679, O.R.
- (M) AN EASEMENT, 20.00 FEET WIDE, GRANTED TO HANBROW MUNICIPAL WATER DISTRICT PER DOC. REC. FEB. 10, 1965, F/P 24632 AND JAN. 10, 1966, F/P 4213, BOTH O.R. (TO BE OUTCLAIMED FOLLOWING THE ACCEPTANCE OF THE NEW IMPROVEMENTS)
- (N) AN EASEMENT, 30.00 FEET AND 10.00 FEET WIDE, GRANTED TO COUNTY OF SAN DIEGO FOR PUBLIC HIGHWAY, PER DOCUMENTS RECORDED MARSH 24, 1935 AS F/P 79-356701 AND 79-356702, BOTH O.R.
- (O) AN EXISTING OPEN SPACE EASEMENT GRANTED TO COUNTY OF SAN DIEGO PER DOC. REC. JULY 7, 2015, AS DOC. NO. 2015-033263, O.R.
- (P) A PORTION OF PALMA MESA DRIVE AND OLD HIGHWAY 395 DEDICATED AND ACCEPTED HEREIN.
- (Q) EASEMENTS, 20 FEET WIDE AND 27 FEET WIDE, GRANTED TO HANBROW MUNICIPAL WATER DISTRICT PER DOC. REC. _____, 2015, AS DOC. NO. 2015-_____, O.R.
- (R) DRAINAGE EASEMENT GRANTED AND ACCEPTED HEREIN.
- (S) PROPOSED PRIVATE DRAINAGE EASEMENT ACROSS LOT 128, IS FOR THE BENEFIT OF LOTS 1 THROUGH 127, INCLUSIVE, AND LOT 129 AND IS RESERVED HEREIN.
- (T) AN EASEMENT, 30.00 FEET AND 60.00 FEET WIDE, RESERVED BY THE COUNTY OF SAN DIEGO PER DOCUMENT RECORDED APRIL 29, 1998, AS DOC. NO. 1998-024312, O.R.
- (V) AN EASEMENT FOR HIGHWAY SLOPE AND DRAINAGE PURPOSES PER DOCUMENT RECORDED DECEMBER 21, 1972 AS INSTRUMENT NO. 338958, O.R.

EASEMENT NOTE

THE EASEMENT GRANTED TO COUNTY OF SAN DIEGO FOR THE EXTENSION OF OLD HIGHWAY 395 FROM F/P 79-356701 AND 79-356702, BOTH OPTICAL RECORDS, DOES NOT HAVE A LOCATION THAT CAN BE PLOTTED FROM RECORD INFORMATION.

INDEX MAP AND BASIS OF BEARINGS



LEGEND

- INDICATES SHEET DETAIL
- INDICATES SHEET NUMBER

BASIS OF BEARINGS

THE BASIS OF BEARINGS USED ON THIS MAP IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (AND 83) ZONE 6 (EPOCH 1991.35) GRID BEARING BETWEEN STATION 10000000 AND STATION 48414299, PER RES. 16718, BOTH STATIONS HAVING HORIZONTAL ACCURACY OF FIRST ORDER OR BETTER, I.E. N 15°52'27.7\"/>

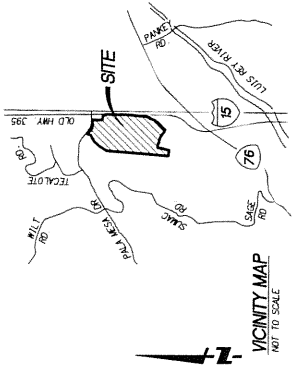
THE COMBINED SCALE FACTOR AT STATION 48414299 IS 0.9998476. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ALL DISTANCES SHOWN HEREIN ARE GROUND, UNLESS OTHERWISE NOTED.

MONUMENT NOTE

- 1. UNLESS OTHERWISE SHOWN ON THIS MAP:
 - A. ALL LOT CORNERS, EXCEPT AS DESCRIBED BELOW, WILL BE MONUMENTED BY A 3/4\" x 10\" IRON PIPE WITH BRASS DISC STAMPED 'LS 7046'
 - B. ALL LOT CORNERS AND POINTS OF CURVE ALONG THE STRIKE LINE OF DEDICATED STREETS WILL BE MONUMENTED BY A 3/4\" x 10\" IRON PIPE WITH BRASS DISC STAMPED 'LS 7046'
 - C. ALL INTERSECTION POINTS OF THE STRIKE LINE OF DEDICATED STREETS WITH THE STRIKE LINE OF A LOT LINE OR RIGHT-OF-WAY LINE WILL BE MONUMENTED BY A 3/4\" x 10\" IRON PIPE WITH BRASS DISC STAMPED 'LS 7046'
 - D. ALL RIGHT ANGLES TO THE LOT LINE OR RIGHT-OF-WAY LINE, (SEE DEFERRED MONUMENTATION STATEMENT ON SHEET 11).
 - E. WHERE LOT LINES ARE NOT AT RIGHT ANGLES TO THE STREET OR RADIAL TO THE STREET CORNER, THE CORNER WILL BE MONUMENTED BY A 3/4\" x 10\" IRON PIPE WITH BRASS DISC STAMPED 'LS 7046'
 - F. ALL POINTS OF THE CURVE BEARING OF A VALVE BOX SHOWN ON THIS MAP FROM LOT CORNER TO OFFSET MONUMENT WITH THE CURVE BEARING THAT OF THE PROPOSED LOT LINE.
 - G. A PORTION OF THE CURVE BEARING OF A VALVE BOX SHOWN AT THE SOUTH END, WILL BE MONUMENTED BY A LOCK AND DISC STAMPED 'V' VALUE BOX (ON A 4.00 FOOT OFFSET LINE, RADIAL TO THE STREET RIGHT-OF-WAY LINE (SEE SHEETS 12 AND 13))

NOTE

- 1. THE BEGINNING AND ENDING LOT NUMBERS ARE 1 AND 130.
- 2. TOTAL RESIDENTIAL LOTS: (1-124) 124
TOTAL REA PARK LOTS: (125-126) 2
TOTAL REA OPEN SPACE LOTS: (127-130) 4
TOTAL LOTS FOR MULTIFAMILY OPEN SPACE: (131) 1
TOTAL NUMBER OF LOTS: 130
- 3. THE TOTAL GROSS AREA IS 84,799 ACRES.
- 4. ALL DISTANCE AND BEARING STREET WIDTHS SHOWN WITHOUT DECIMALS REPRESENT THAT DISTANCE AT ZERO HUNDRETHS.
- 5. IT IS THE RESPONSIBILITY OF THE OBSERVER TO PROVIDE INSURABLE ACCESS AND PUBLIC UTILITY EASEMENTS TO ALL LOTS CREATED BY THIS MAP.
- 6. THE PROPOSED PRIVATE DRAINAGE EASEMENT SHOWN ON THIS MAP WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.



15-5

MAP NO.

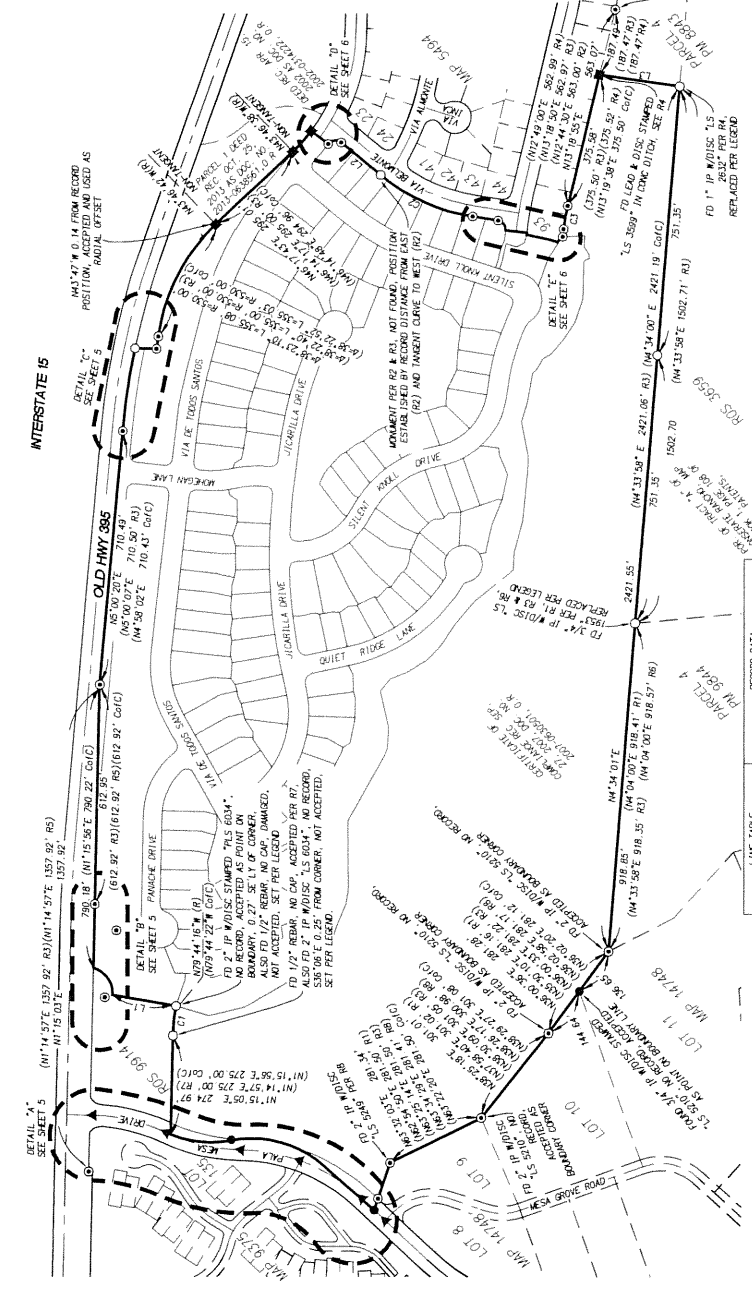
COUNTY OF SAN DIEGO TRACT NO. 5187-1

PROCEDURE OF SURVEY

SHEET 4 OF 22 SHEETS

LEGEND

- ▲ INDICATES ROAD STREET SURVEY MONUMENT POSITION, ACCEPTED AND USED AS RADIAL OFFSET
- INDICATES ROAD MONUMENT AS NOTED
- INDICATES FOUND LEAD & DISC STAMPED "LS" ON CONCRETE, NO RECORD, UNLESS OTHERWISE NOTED
- △ INDICATES WILL SET #10 STREET MONUMENT AND BRASS DISC MARKED "LS 7606"
- INDICATES SET 2" X 24" IRON PIPE W/DISC STAMPED "LS 7606"
- INDICATES SET LEAD PILE W/BRASS TACK & DISC STAMPED "LS 7606" IN ROCK
- IP SEE MONUMENT NOTE ON SHEET 3
- (R) INDICATES IRON PIPE
- (C) INDICATES RADIAL BEARING
- R1 INDICATES RECORD DATA PER MAP REFERENCE
- R2 INDICATES RECORD DATA PER PDS 3659
- R3 INDICATES RECORD DATA PER MAP 5494
- R4 INDICATES RECORD DATA PER PM 8843
- R5 INDICATES RECORD DATA PER MAP 9375
- R6 INDICATES RECORD DATA PER PM 9844
- R7 INDICATES RECORD DATA PER RDS 9814
- R8 INDICATES RECORD DATA PER MAP 14248
- Co/C INDICATES RECORD DATA PER CERTIFICATE OF COMPLIANCE REC. SEP. 27, 2007, DOC. NO. 2007-080801, O.R.
- HEA INDICATES HOME OWNER'S ASSOCIATION
- INDICATES MAP BOUNDARY
- INDICATES STREET CENTERLINE
- INDICATES ACCESS RIGHTS RELINQUISHED WAIVED AND ACCEPTED HEREON
- INDICATES DETAIL AREA

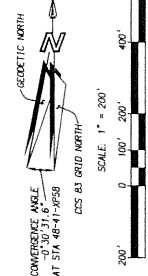


RECORD DATA

NO.	DELTA	RADIUS	LENGTH	DELTA	RADIUS	LENGTH	REFERENCE
C1	9°00'39"	530.00'	83.35'	(9°59'42")	(530.00')	(83.21')	R7 & Co/C
C2	30°44'59"	530.00'	284.44'	(30°45'00")	(530.00')	(284.45')	R2 & R3
C3	6°59'31"	542.00'	66.14'	(7°00'00")	(542.00')	(66.22')	Co/C
				(6°59'10")	(542.00')	(66.08')	R2
				(6°59'38")	(542.00')	(66.16')	Co/C

RECORD DATA

NO.	BEARING	DISTANCE	BEARING	DISTANCE	REFERENCE
L1	N80°14'20"W	179.02'	(N80°14'04"W)	(179.02')	Co/C
L2	N60°15'44"W	141.29'	(N60°20'50"W)	(141.29')	R3
			(N60°15'40"W)	(141.23')	Co/C
L3	N87°56'25"W	224.19'	(N87°15'17"W)	(141.24')	Co/C
			(N87°57'20"W)	(224.41')	R3
			(N82°27'37"W)	(224.31')	R4
			(N87°57'24"W)	(224.30')	Co/C



15-6

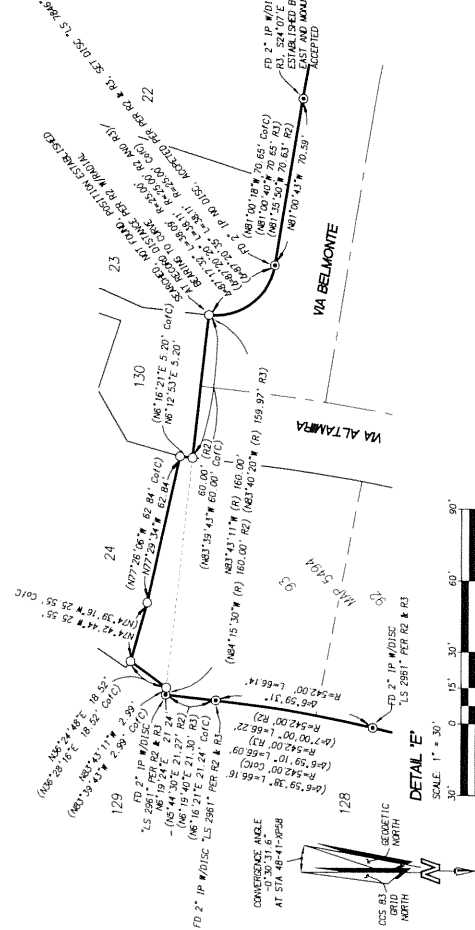
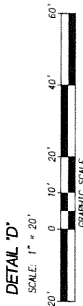
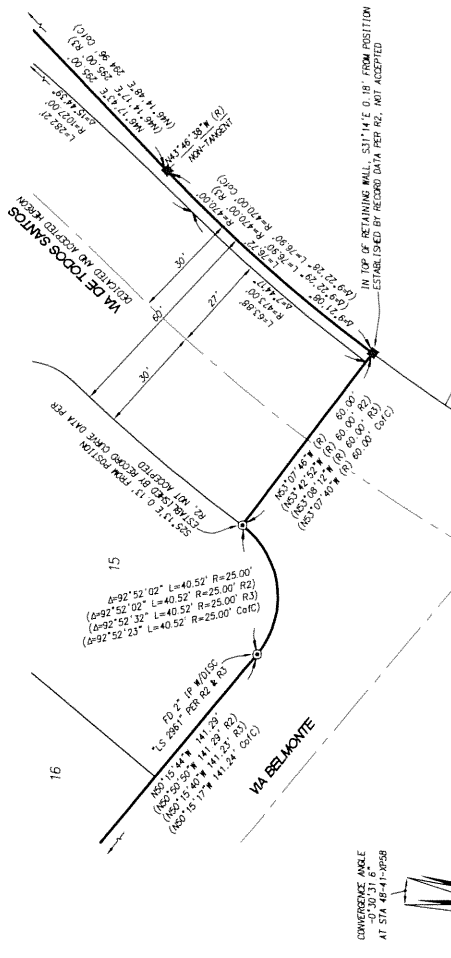
15-6

RESCH ENGINEERS INC-SAN DIEGO
6130 GREENWICH DR. STE. 170
SAN DIEGO, CA 92129 (866) 554-1500

SEE SHEET 4 FOR LEGEND

RECORD REFERENCES

- R1 INDICATES RECORD DATA PER RES 3659
 - R2 INDICATES RECORD DATA PER MAP 5484
 - R3 INDICATES RECORD DATA PER RES 7945
 - R4 INDICATES RECORD DATA PER PM 8843
 - R5 INDICATES RECORD DATA PER MAP 9375
 - R6 INDICATES RECORD DATA PER PM 8944
 - R7 INDICATES RECORD DATA PER RES 9914
 - R8 INDICATES RECORD DATA PER MAP 14748
- Co/C INDICATES RECORD DATA PER CERTIFICATE OF COMPLIANCE REC SEP. 27, 2007, DOC. NO. 2007-0636507, 0 IN.



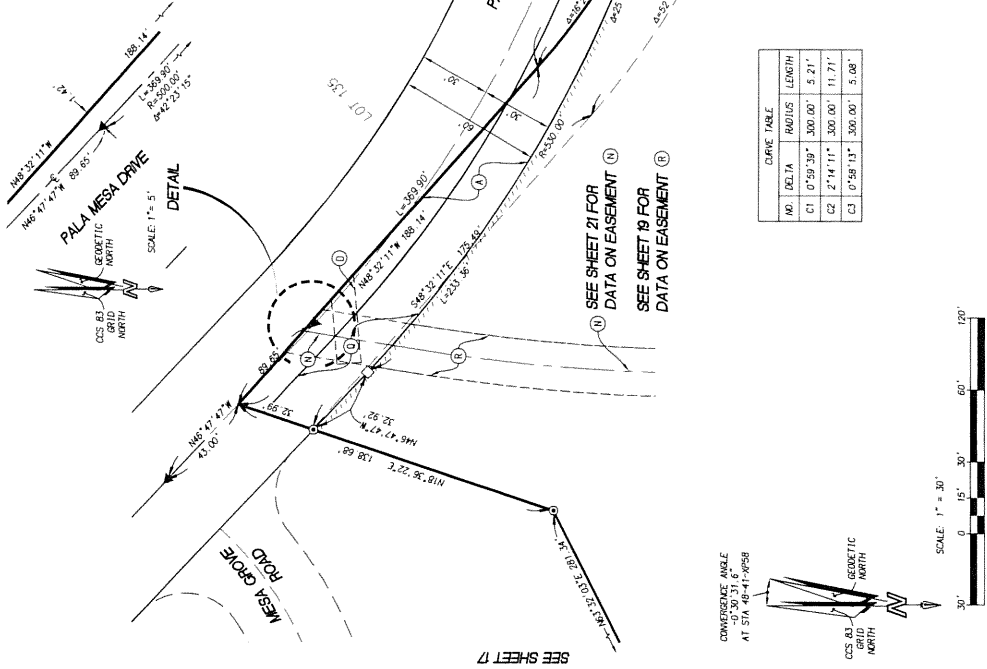
SEE SHEET 4 FOR LEGEND

EASEMENTS

- A EXISTING EASEMENTS GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT PER DOC. REC. SEP. 9, 1985 AS DOC. NO. 85-30180, O.R.
- B EXISTING EASEMENT GRANTED TO PACIFIC BELL PER DOC. REC. MAR. 22, 1994 AS DOC. NO. 1994-19087, O.R.
- C EXISTING EASEMENTS FOR ROADS AND PUBLIC UTILITY PURPOSES GRANTED TO V.K. & R.H. WILF, ET AL. PER DOC. REC. AUG. 23, 1955 IN BOOK 5765, PAGE 372, O.R. AND A.L.C. CLARK, H.L. CLARK AND R.W. ROBINSON PER DOC. REC. AUG. 8, 1967, F/P 117201, O.R.
- D EXISTING EASEMENT, 10 FEET WIDE, FOR PUBLIC DRAINAGE PURPOSES GRANTED TO THE COUNTY OF SAN DIEGO AS PARCEL 2 PER DOC. REC. AUG. 11, 1979, F/P 79-33810, O.R.
- E CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT PER DOC. REC. FEB. 10, 1965, F/P 24622 AND JAN. 10, 1966, F/P 24623 (TO BE OBTAINED FOLLOWING THE ACCEPTANCE OF THE NEW IMPROVEMENTS)
- F AN EASEMENT, 30.00 FEET AND 10.00 FEET WIDE, GRANTED TO COUNTY OF SAN DIEGO FOR PUBLIC DRAINAGE PURPOSES RECORDED AUGUST 24, 1979 AS F/P 79-35001 AND 79-35502, BOTH O.R.
- G PORTION OF PALA MESA DRIVE DEDICATED AND ACCEPTED HEREIN
- H EASEMENT, 20 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT PER DOC. REC. _____, 2015, AS DOC. NO. 2015-_____ O.R.
- I AN EASEMENT, 30.00 FEET AND 60.00 FEET WIDE, RESERVED BY THE COUNTY OF SAN DIEGO PER DOCUMENT RECORDED APRIL 29, 1998, AS DOC. NO. 1998-0244312, O.R.

LINE NO.	BEARING	DISTANCE
L1	S87°25'43"E	23.11'
L2	N87°54'17"E	10.00'
L3	N87°25'43"W	17.02'
L4	S11°35'09"W	30.57'
L5	N68°22'05"W	1.15'
L6	S11°37'55"W	10.00'
L7	S78°22'05"E	15.00'
L8	N11°37'55"E	10.00'
L9	N68°22'05"W	8.65'
L10	N11°35'09"E	31.49'

SEE SHEET 4 FOR ADDITIONAL BOUNDARY INFORMATION



NO.	DELTA	RADIUS	LENGTH
C1	0°59'39"	300.00'	5.21'
C2	2°14'11"	300.00'	11.71'
C3	0°58'13"	300.00'	5.08'

SEE DETAIL 'A' SHEET 5 FOR MONUMENT IDENTIFICATION AND ADDITIONAL DIMENSIONS



15-9

MAP NO.

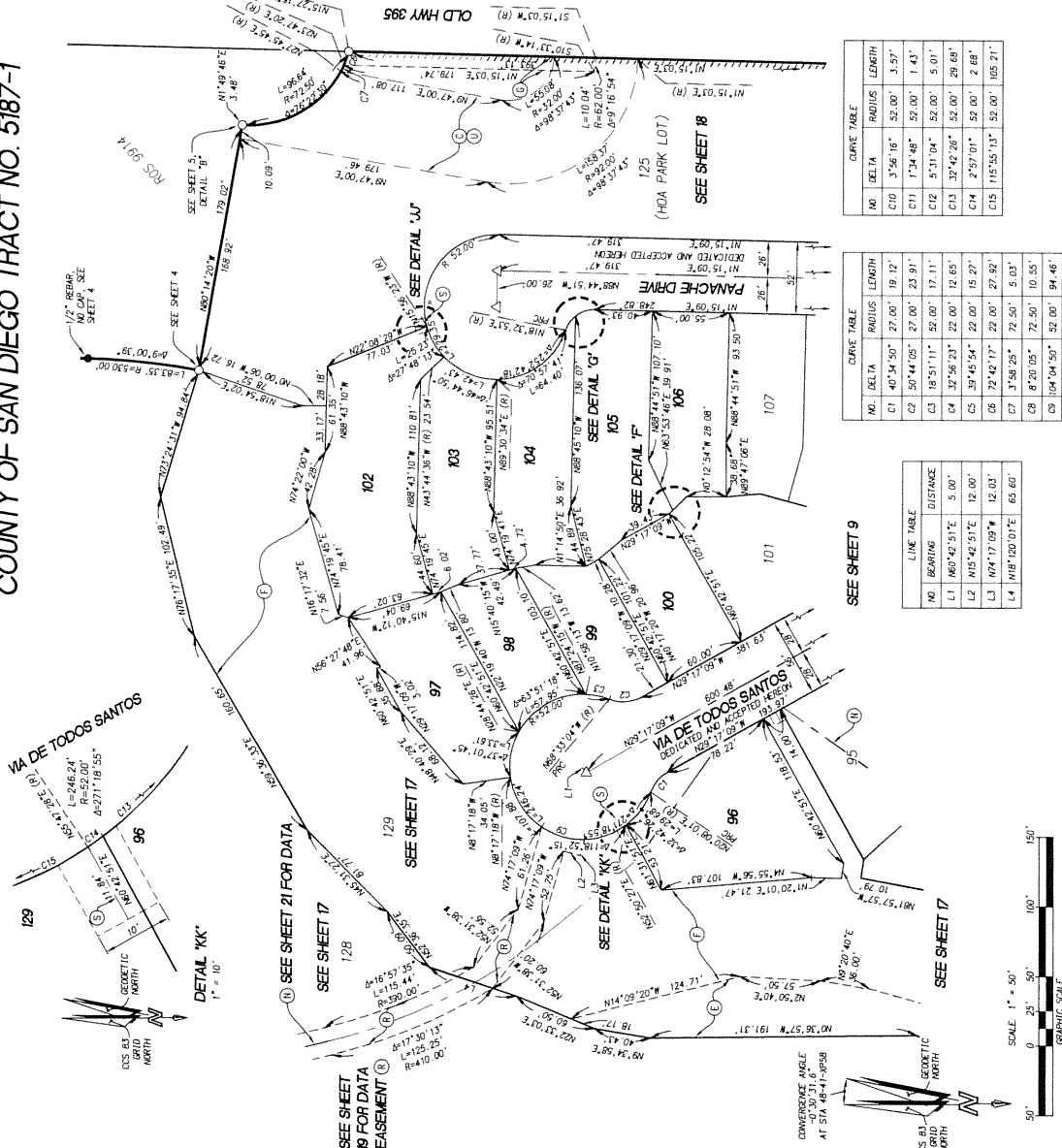
COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 8 OF 22 SHEETS

SEE SHEET 4 FOR LEGEND

EASEMENTS

- (C) EXISTING EASEMENTS FOR ROAD AND PUBLIC UTILITY PURPOSES GRANTED TO V.K. & H.H. WILT, L.A. & L. REINMAN AND J. & M.L. MILLER PER DDC REC. AUG. 23, 1955 IN BOOK 3764, PAGE 592, O.R. AND K.C. CLARK, H.L. CLARK AND R.W. ROBINSON PER DDC REC. AUG. 8, 1967, P/P 11/2011, O.R.
- (E) OPEN SPACE EASEMENT FOR STEEP SLOPE PURPOSES, GRANTED AND ACCEPTED HEREON.
- (F) LIMITED BUILDING ZONE EASEMENT, GRANTED AND ACCEPTED HEREON.
- (G) EXISTING EASEMENT, 10.00 FEET WIDE, GRANTED TO PALA MESA COLLECTION, INC., PER DDC REC. JUNE 12, 1970, P/P 102/791, O.R.
- (H) CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RANDSON MUNICIPAL WATER DISTRICT, PER DDC REC. FEB. 10, 1985, P/P 2002 AND JAN. 10, 1986, NEW IMPROVEMENTS)
- (I) EASEMENT, 20 FEET WIDE, GRANTED TO RANDSON MUNICIPAL WATER DISTRICT PER DDC REC. _____ AS DDC NO. _____ O.R.
- (S) DRAINAGE EASEMENT GRANTED AND ACCEPTED HEREON
- (U) AN EASEMENT, 30.00 FEET AND 60.00 FEET WIDE, RESERVED BY THE COUNTY OF SAN DIEGO PER DOCUMENT RECORDED APRIL 21, 1996, AS DDC NO. 1996-04/4012, O.R.



SEE SHEET 18

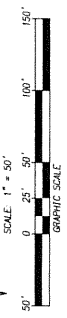
NO.	DELTA	RADIUS	LENGTH
C10	3°46'16"	52.00'	3.97'
C11	1°34'48"	52.00'	1.43'
C12	5°31'04"	52.00'	5.01'
C13	3°42'26"	52.00'	2.68'
C14	2°57'01"	52.00'	2.68'
C15	1°15'55'13"	52.00'	1.05' 21"

SEE SHEET 9

NO.	DELTA	RADIUS	LENGTH
C1	40°34'50"	27.00'	23.91'
C2	50°14'05"	27.00'	23.91'
C3	18°51'11"	52.00'	17.11'
C4	3°36'23"	22.00'	12.65'
C5	39°45'54"	22.00'	15.27'
C6	72°42'17"	22.00'	27.92'
C7	3°58'25"	72.50'	5.03'
C8	8°20'05"	72.50'	10.55'
C9	104°04'50"	52.00'	94.46'

SEE SHEET 7

NO.	BEARING	DISTANCE
L1	N89°42'51"E	5.00'
L2	N15°42'51"E	12.00'
L3	N74°17'09"W	12.03'
L4	N19°12'01"E	65.60'



15-10

GRADING PLAN L-14227 COUNTY TM 5187-1 CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1

15-10

FUSCO ENGINEERING INC.-SAN DIEGO
6390 GREENWICH DR., STE. 170
SAN DIEGO, CA 92122 (619) 554-1500

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5187-1

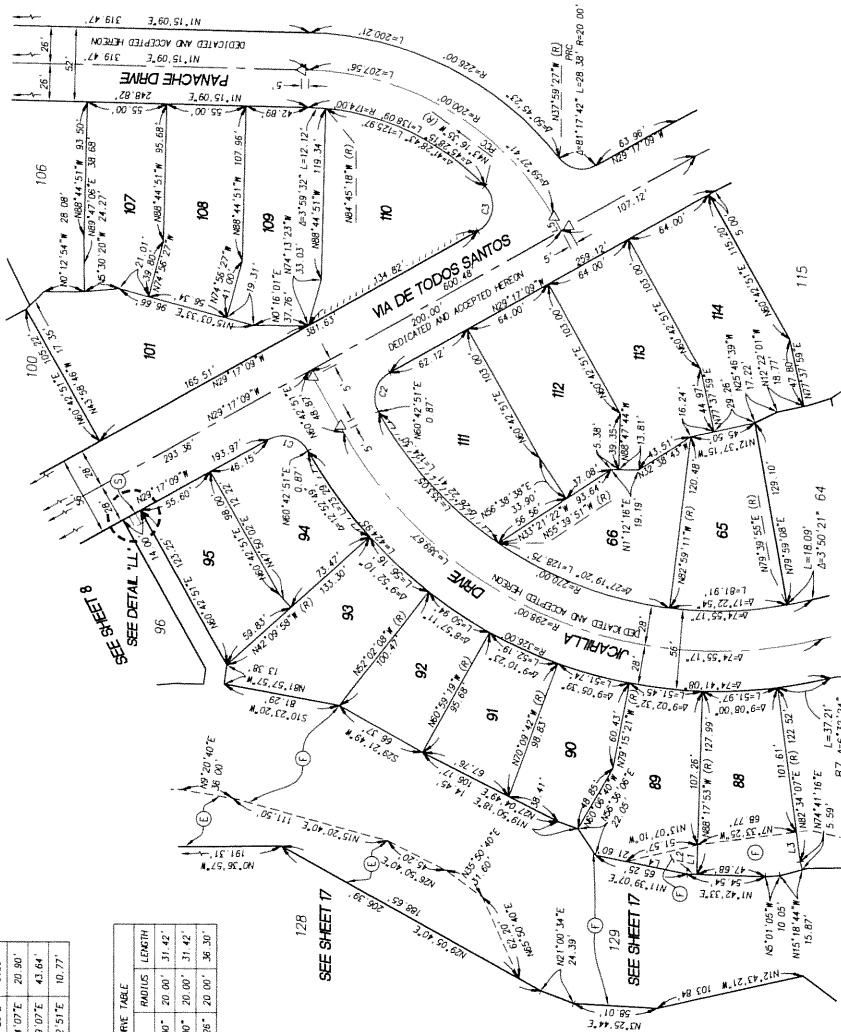
SHEET 9 OF 22 SHEETS

SEE SHEET 4 FOR LEGEND

EASEMENTS

- (E) OPEN SPACE EASEMENT FOR STEEP SLOPE, GRANTED AND ACCEPTED HEREIN.
- (F) A LIMITED BUILDING ZONE EASEMENT GRANTED AND ACCEPTED HEREIN.
- (S) DRAINAGE EASEMENT GRANTED AND ACCEPTED HEREIN.

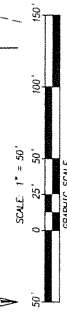
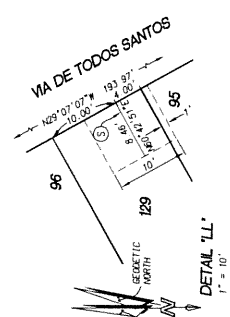
SEE SHEET 8



NO.	BEARING	DISTANCE
L1	N88°17'53"W	20.73'
L2	N1°38'25"E	6.86'
L3	N82°34'07"E	20.80'
L4	N11°39'07"E	43.64'
L5	N60°42'51"E	10.77'

NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	90°00'00"	20.00'	31.42'
C3	103°59'28"	20.00'	36.30'

15-11



SEE SHEET 10

SEE SHEET 16

GRADING PLAN L-14227
 COUNTY TM 5187-1
 CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1

15-11

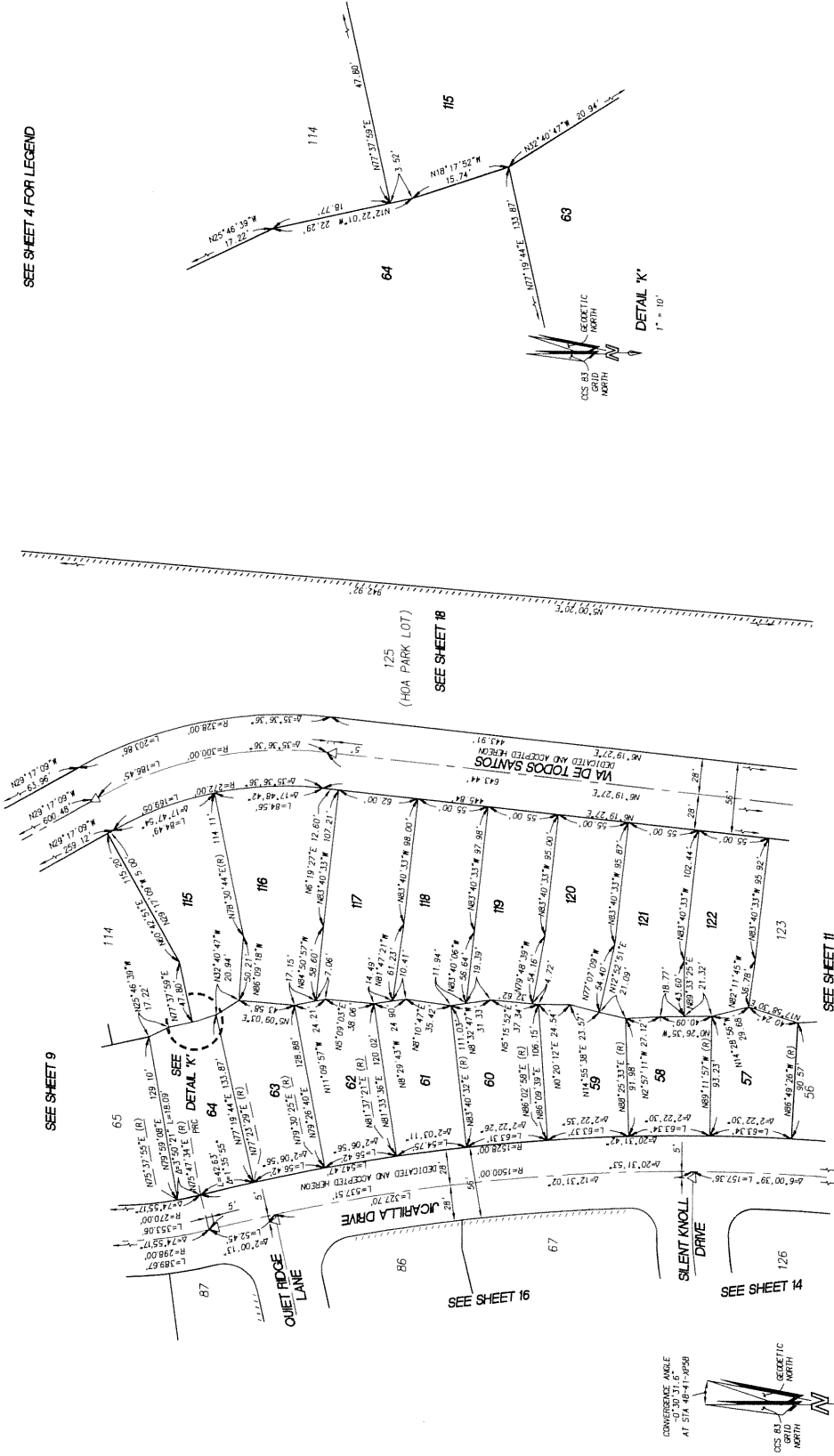
FUSCO ENGINEERING INC.-SAN DIEGO
 6380 GREENWICH DR. STE. 170 554-1500
 SAN DIEGO, CA 92122 (659) 444-1500

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 10 OF 22 SHEETS

SEE SHEET 4 FOR LEGEND



15-12

GRADING PLAN L-14227
CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1
COUNTY TM 5187-1

15-12

PUSCOE ENGINEERS INC. - SAN DIEGO
6390 GREENWICH DR., STE. 170
SAN DIEGO, CA 92122 (619) 544-1500

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 11 OF 22 SHEETS

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	90°34'24"	20.00'	31.73'
C2	17°36'29"	272.00'	83.59'
C3	16°33'22"	328.00'	106.23'
C4	3°34'39"	328.00'	20.46'
C5	90°02'18"	20.00'	31.43'
C6	90°00'00"	20.00'	31.42'
C7	16°31'04"	328.00'	106.01'
C8	17°49'09"	328.00'	102.01'
C9	0°41'54"	328.00'	4.00'
C10	16°33'22"	272.00'	86.00'
C11	89°57'42"	20.00'	31.40'
C12	0°27'14"	970.00'	7.68'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N83°36'15"W	8.06'
L2	N83°36'15"W	27.00'
L3	N6°21'45"E	9.67'
L4	N83°36'15"W	27.00'
L5	N6°21'45"E	9.67'

SEE SHEET 4 FOR LEGEND

EASEMENTS

AN EASEMENT, 27 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT PER DOC. REC. NO. 2410, 2015, AS DOC. NO. 2410, 0.1.



51-51

GRADING PLAN L-14227
CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1

PLASCHE ENGINEERING INC.-SAN DIEGO
6390 GREENWICH DR., STE. 170
SAN DIEGO, CA 92122 (619) 554-1500

15-13

COUNTY TM 5187-1

MAP NO.

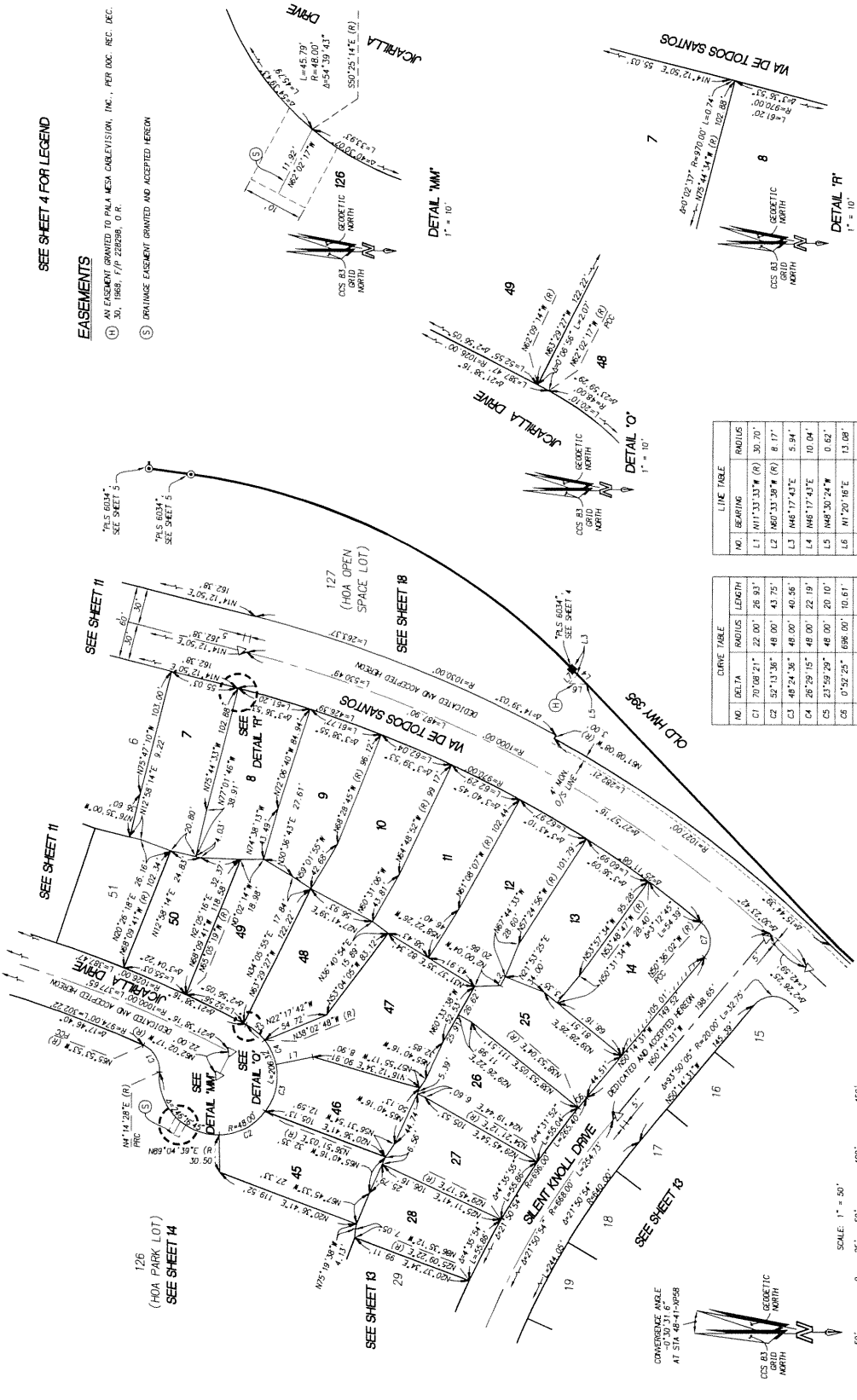
COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 12 OF 22 SHEETS

SEE SHEET 4 FOR LEGEND

EASEMENTS

- ① AN EASEMENT GRANTED TO PALM MESA CABLEVISION, INC., PERI. DOC. REC. DEC. 30, 1989, F/P 228299, O.R.
- ⑤ DRAINAGE EASEMENT GRANTED AND ACCEPTED HEREON

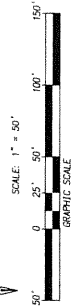


LINE TABLE

NO.	BEARING	RADIUS
L1	N11°33'33"W (R)	30.70'
L2	S67°13'36"W (R)	8.17'
L3	N48°17'43"E	5.84'
L4	N48°17'43"E	10.04'
L5	N48°30'24"W	0.62'
L6	N1°20'16"E	13.08'
L7	N48°30'24"W	9.89'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	70°08'21"	22.00'	26.93'
C2	52°13'36"	48.00'	43.75'
C3	48°24'36"	48.00'	40.56'
C4	26°29'15"	48.00'	22.19'
C5	23°59'29"	48.00'	20.10'
C6	0°52'25"	696.00'	10.61'
C7	80°21'31"	20.00'	31.54'



GRADING PLAN L-14227
 CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1
 COUNTY TM 5187-1

15-11

15-14

PLUSCO ENGINEERS INC. - SAN DIEGO
 6390 GREENWICH DR., STE. 170
 SAN DIEGO, CA 92122 (619) 554-1500

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 13 OF 22 SHEETS

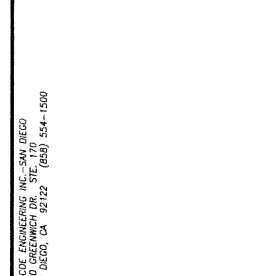
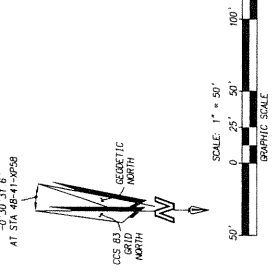
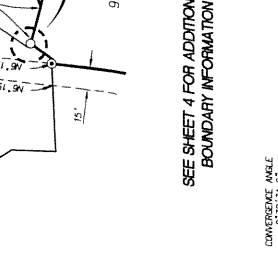
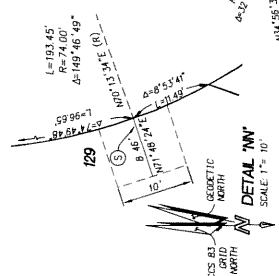
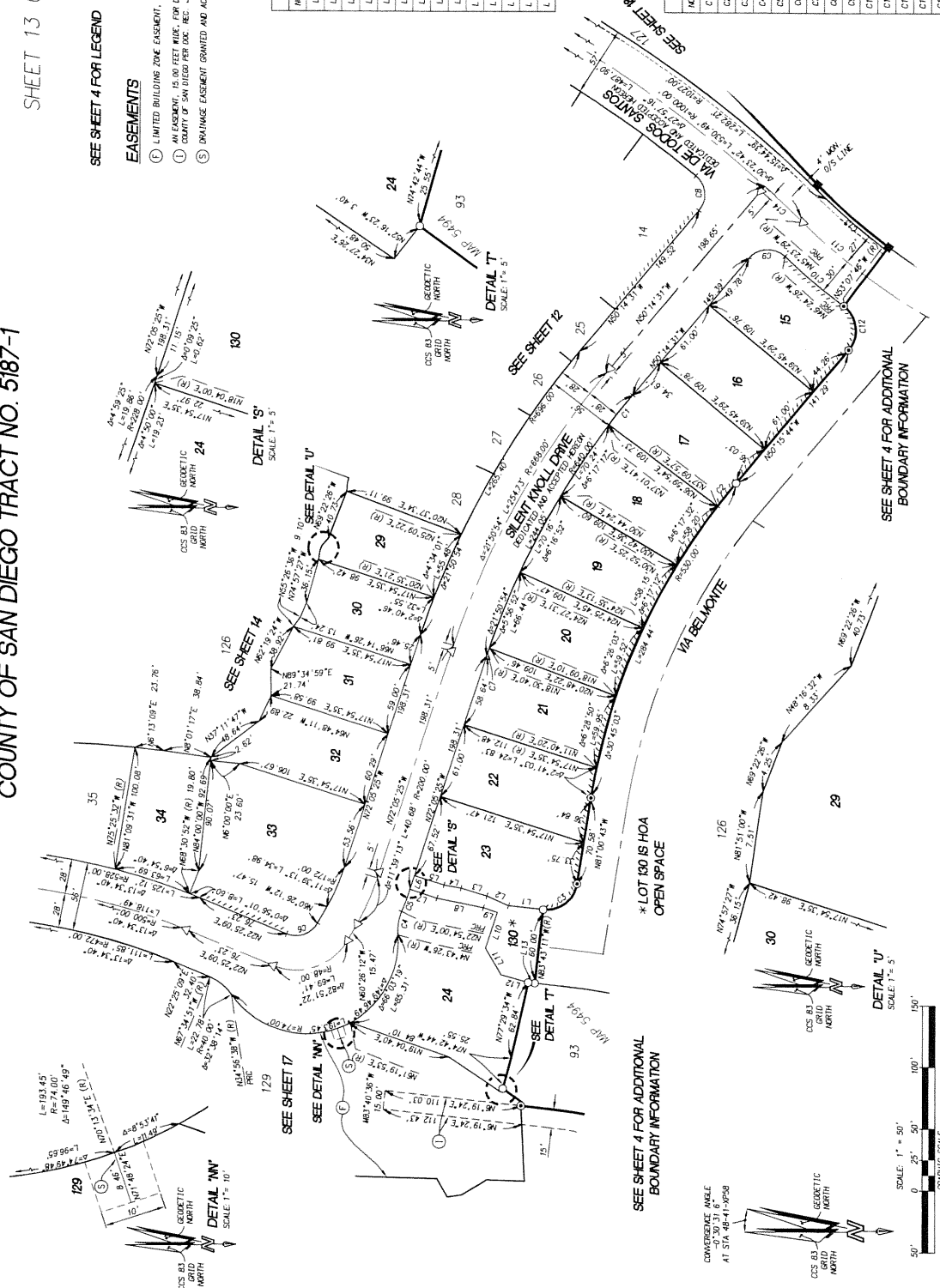
SEE SHEET 4 FOR LEGEND

EASEMENTS

- (L) LIMITED BUILDING ZONE EASEMENT, GRANTED AND ACCEPTED HEREON;
- (A) EASEMENT, 15.00 FEET WIDE, FOR DRAINAGE PURPOSES GRANTED TO THE COUNTY OF SAN DIEGO PER DOC. REC. JULY 7, 1984, EPA 122055, D.P.R.
- (S) DRAINAGE EASEMENT GRANTED AND ACCEPTED HEREON

NO.	BEARING	DISTANCE
L1	N6°16'49"E	27.69'
L2	N24°14'42"E	19.20'
L3	N17°07'51"E	21.69'
L4	N10°43'04"E	13.66'
L5	N17°16'16"E	25.22'
L6	N12°05'25"W	11.15'
L7	N17°54'35"E	22.97'
L8	N11°45'53"E	30.14'
L9	N18°28'34"E	11.86'
L10	N12°05'25"W	30.47'
L11	N69°33'55"E	24.77'
L12	N15°48'30"E	22.91'
L13	N6°12'53"E	5.20'
L14	S34°27'26"W	50.48'

NO.	DELTA	RADIUS	LENGTH
C1	2°43'48"	840.00'	30.48'
C2	2°34'19"	530.00'	23.79'
C3	6°17'32"	25.00'	38.09'
C4	27°37'26"	40.00'	19.69'
C5	4°50'00"	228.00'	19.23'
C6	82°51'22"	20.00'	28.92'
C7	0°38'05"	840.00'	6.72'
C8	90°21'31"	20.00'	31.54'
C9	93°50'05"	20.00'	32.75'
C10	6°43'19"	530.00'	62.18'
C11	7°44'17"	500.00'	87.53'
C12	92°32'02"	25.00'	40.52'
C13	7°44'17"	473.00'	63.88'
C14	2°28'25"	1000.00'	42.59'



15-15

GRADING PLAN L-14227 COUNTY TM 5187-1 CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1

15-15

FUSCO ENGINEERING INC. SAN DIEGO 6390 GREENWICH DR., STE. 170 SAN DIEGO, CA 92122 (659) 554-1500

MAP NO.

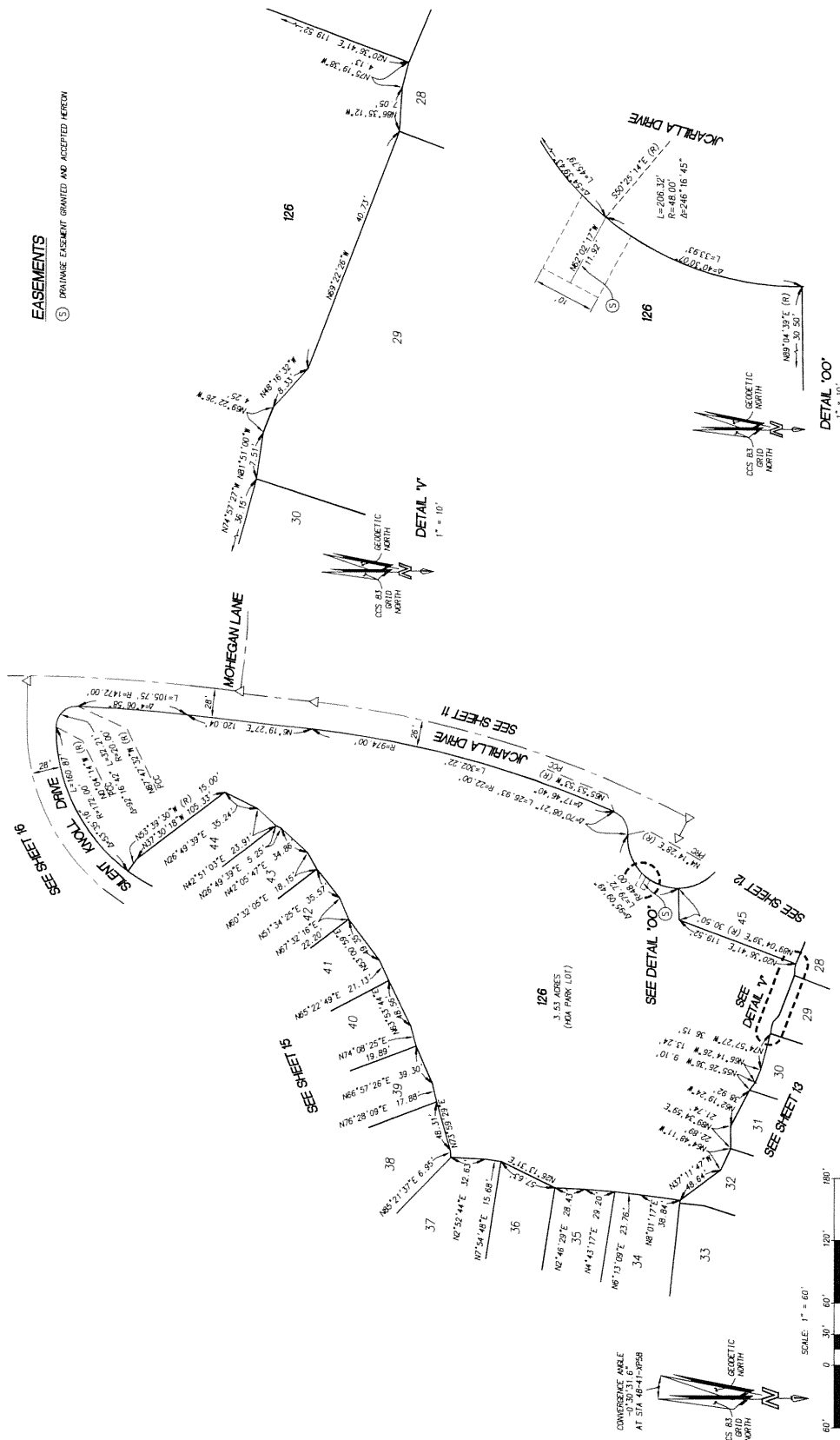
COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 14 OF 22 SHEETS

SEE SHEET 4 FOR LEGEND

EASEMENTS

(S) DRAINAGE EASEMENT GRANTED AND ACCEPTED HEREOF



15-16

15-16

COUNTY TM 5187-1
GRADING PLAN L-14227
CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1

FUSCO ENGINEERING INC.-SAN DIEGO
6380 GREENWICH DR., STE. 170
SAN DIEGO, CA 92122 (619) 554-1500

MAP NO.

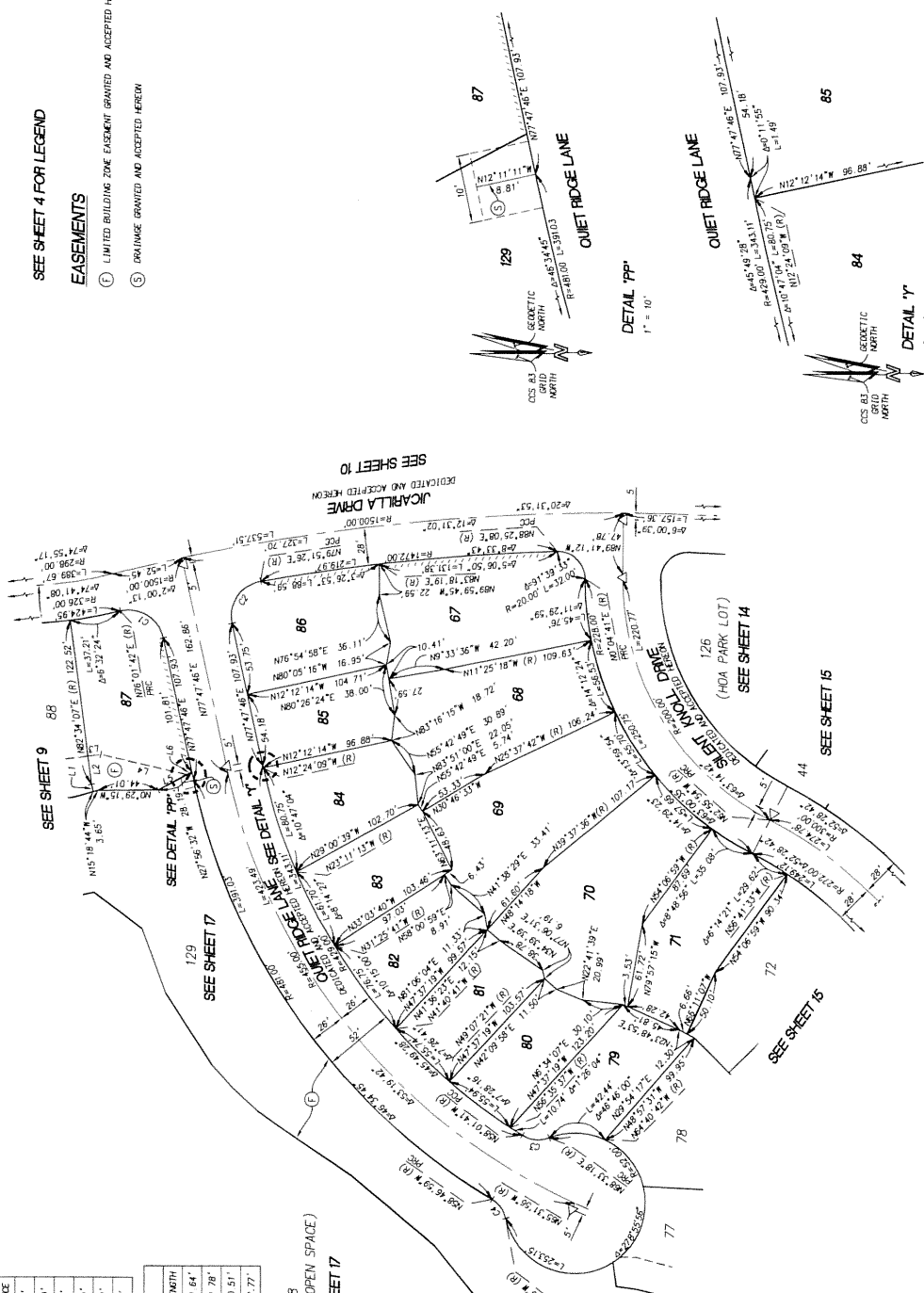
COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 16 OF 22 SHEETS

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N74°41'16"E	5.59'
L2	N62°34'07"E	20.90'
L3	N7°33'25"W	9.76'
L4	N13°00'24"E	65.19'
L5	N27°56'32"W	24.32'
L6	N27°56'32"W	3.87'

CURVE TABLE		
NO.	DELTA	RADIUS LENGTH
C1	91°46'04"	26.00' 41.64'
C2	92°03'39"	26.00' 41.78'
C3	53°25'01"	22.00' 20.51'
C4	46°16'13"	22.00' 17.77'

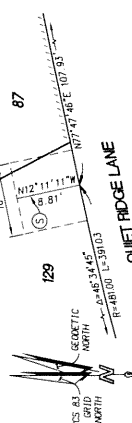
128
(BIOLOGICAL OPEN SPACE)
SEE SHEET 17



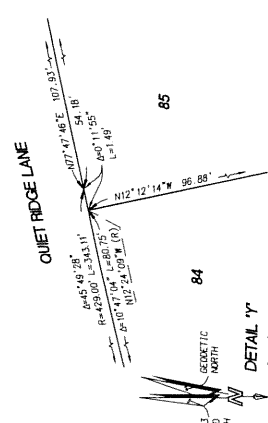
SEE SHEET 4 FOR LEGEND

EASEMENTS

- (1) LIMITED BUILDING ZONE EASEMENT GRANTED AND ACCEPTED HEREIN
- (2) DRAINAGE GRANTED AND ACCEPTED HEREIN

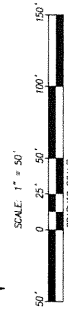
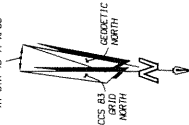


DETAIL 'PP'
1" = 10'



DETAIL 'Y'
1" = 5'

CONVERGENCE ANGLE
-0°20'31.6"
AT STA 46+41.9528



FUSCO ENGINEERING INC.-SAN DIEGO
6350 GREENWICH DR. STE. 170
SAN DIEGO, CA 92122 (619) 554-1500

GRADING PLAN L-14227
CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1

15-18

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5187-1

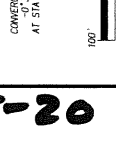
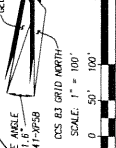
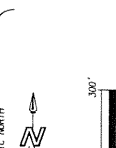
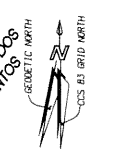
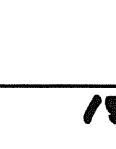
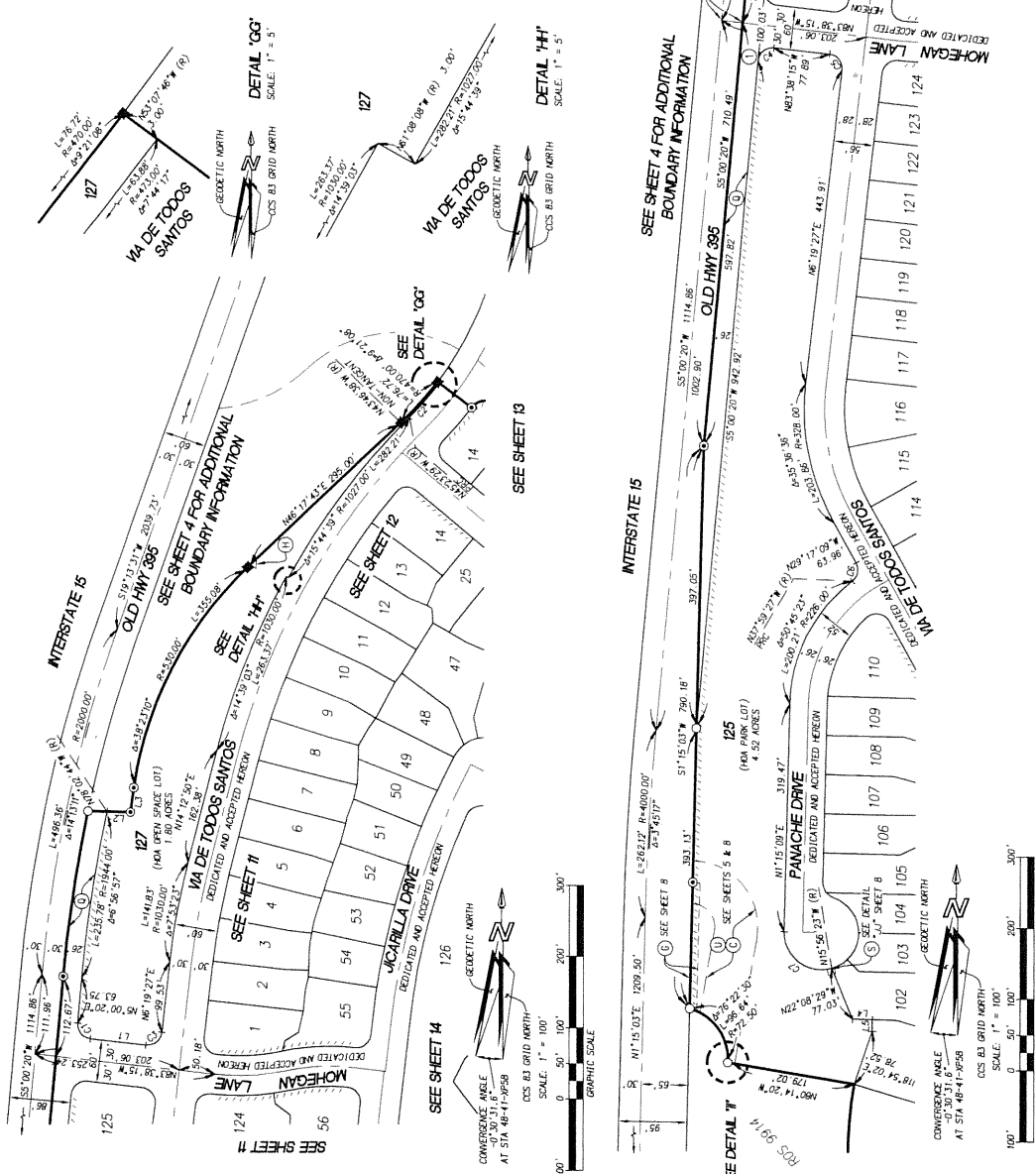
SHEET 18 OF 22 SHEETS

SEE SHEET 4 FOR LEGEND

EASEMENTS

- (C) EASEMENTS FOR ROAD AND PUBLIC UTILITY PURPOSES GRANTED TO V.K. & R.H. KEENEY AND D.J. & M.L. MILLER PER DEC. REC. AUG. 23, 1988 IN BOOK 1255, PAGE 1255, RECORD 177-17201, O.R. CORN AND T.M. ROBINSON PER DEC. REC. AUG. 8, 1987, P.P. 117201, O.R.
- (G) AN EASEMENT, 10.00 FEET WIDE, GRANTED TO PALA MESA CABLEVISION, INC., PER DEC. REC. JUNE 12, 1970, P.P. 102781, O.R.
- (H) AN EASEMENT, 10.00 FEET WIDE, GRANTED TO PALA MESA CABLEVISION, INC., PER DEC. REC. DEC. 31, 1988, P.P. 22828, O.R.
- (I) A PORTION OF OLD HIGHWAY 395 DEDICATED AND ACCEPTED HEREON
- (J) DRAINAGE GRANTED AND ACCEPTED HEREON.
- (K) AN EASEMENT, 60.00 FEET WIDE, OBSERVED BY THE COUNTY OF SAN DIEGO PER DOCUMENT RECORDED APRIL 29, 1988, AS DEC. NO. 1988-040412, O.R.
- (L) ACCESS OPENING, CREATED AND APPROVED HEREON.

LINE TABLE			CURVE TABLE		
NO.	BEARING	RADIUS	NO.	DELTA	LENGTH
L1	N82°38'15"W	78.19'	C1	88°38'35"	20.00'
L2	S88°46'32"E	32.74'	C2	7°44'17"	433.00'
L3	N75°00'08"E	34.52'	C3	90°02'18"	20.00'
L4	N88°43'10"W	28.18'	C4	91°21'25"	20.00'
L5	N0°00'05"W	16.72'	C5	89°57'42"	20.00'
L6	N87°49'45"E	3.49'	C6	81°17'42"	20.00'
L7	N80°14'20"W	10.09'	C7	107°11'33"	52.00'
			C8	03°58'25"	72.50'
			C9	08°20'05"	72.50'

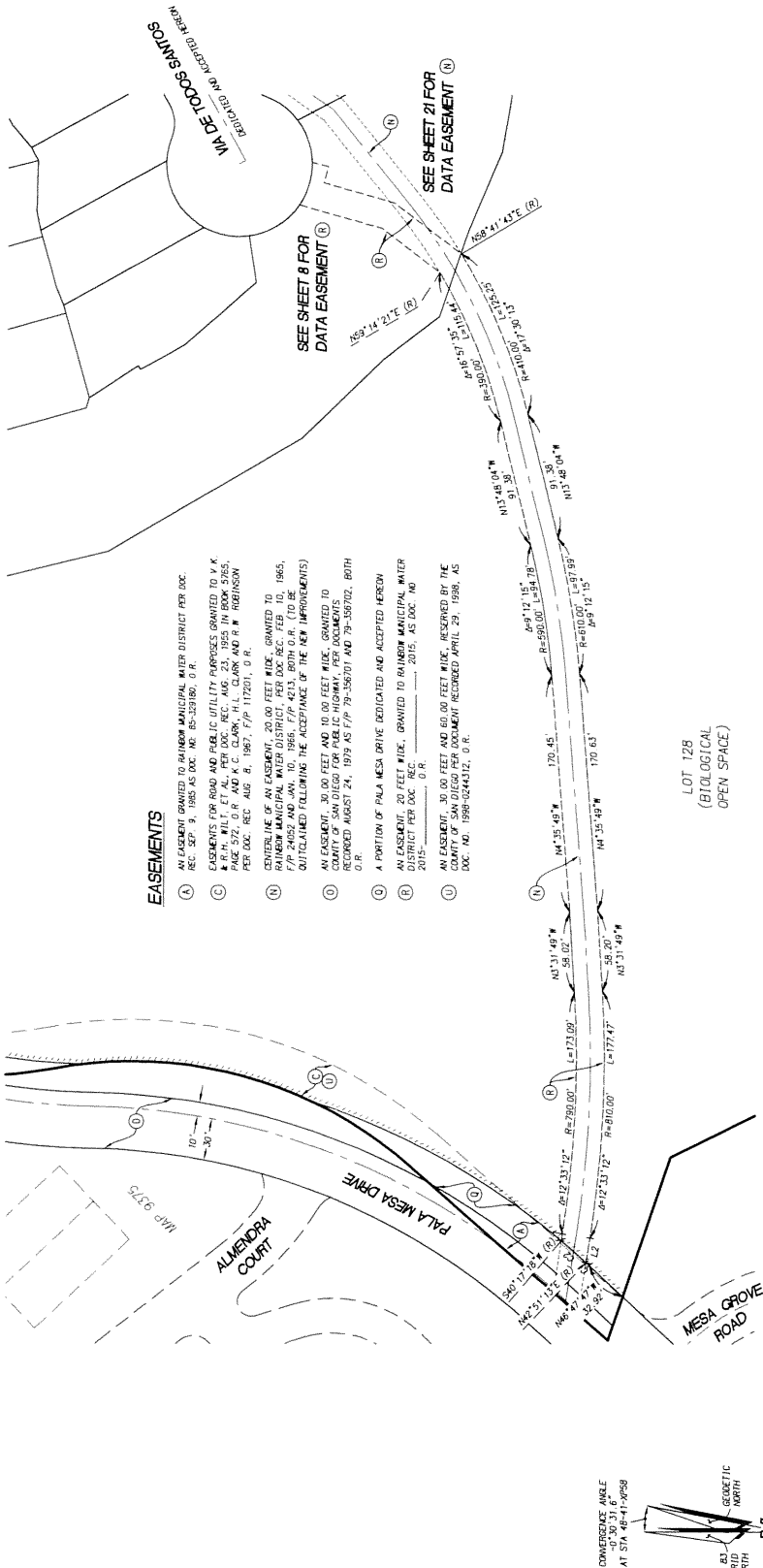


MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 19 OF 22 SHEETS

SEE SHEET 4 FOR LEGEND



EASEMENTS

- (A) AN EASEMENT GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT PER DOC. REC. SEP. 9, 1985 AS DOC. NO. 85-33189, O.R.
- (B) EASEMENTS FOR ROAD AND PUBLIC UTILITY PURPOSES GRANTED TO V.K. & R.H. WILT, ET AL. PER DOC. REC. AUG. 23, 1955 IN BOOK 5765, PAGE 572, O.R. AND K.C. CLARK, H.L. CLARK AND R.W. ROBINSON PER DOC. REC. AUG. 9, 1967, P.P. 117201, O.R.
- (C) CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT PER DOC. REC. FEB. 10, 1965, P.P. 117201, O.R. (AS AMENDED BY THE CITY OF SAN DIEGO, QUICHLAND FOLLOWING THE ACCEPTANCE OF THE NEW IMPROVEMENTS)
- (D) AN EASEMENT, 30.00 FEET AND 10.00 FEET WIDE, GRANTED TO COUNTY OF SAN DIEGO FOR PUBLIC HIGHWAY PER DOCUMENTS RECORDED AUGUST 24, 1979 AS P.P. 79-356701 AND 79-356702, BOTH O.R.
- (E) A PORTION OF PALA MESA DRIVE DEDICATED AND ACCEPTED HEREON
- (F) AN EASEMENT, 30 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT PER DOC. REC. 2015, AS DOC. NO. 2015-000000, O.R.
- (G) AN EASEMENT, 30.00 FEET AND 60.00 FEET WIDE, RESERVED BY THE COUNTY OF SAN DIEGO PER DOCUMENT RECORDED APRIL 29, 1998, AS DOC. NO. 1998-0244312, O.R.

GRADING PLAN L-14227 COUNTY TM 5187-1 CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1

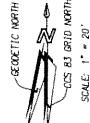
15-21

FUSCO ENGINEERING INC-SAN DIEGO 6390 GREENWICH DR., STE. 170 SAN DIEGO, CA 92122 (619) 554-1500

NO.	BEARING	DISTANCE
L1	N48°32'11"W	28.26'
L2	N48°32'11"W	120.37'
L3	N7°33'53"E	113.90'
L4	N72°28'47"E	110.31'
L5	N15°04'08"E	594.45'
L6	N77°40'38"E	276.90'
L7	N66°06'23"E	245.50'
L8	N84°21'56"W	195.04'
L9	N64°27'57"W	505.23'
L10	N44°01'57"W	6.87'

- (J) CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, PER DEC. REC. FEB. 10, 1985, F/P 24052 AND JAN. 10, 1985, F/P 24053, RES. O.R. (1) THE OUTLINED AREA SHALL BE SUBJECT TO THE ACCEPTANCE OF THE IMPROVEMENTS FOLLOWING THE ACCEPTANCE OF THE IMPROVEMENTS)
- (K) CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, PER DEC. REC. FEB. 10, 1985, F/P 24052 AND JAN. 10, 1985, F/P 24053, RES. O.R. (1) THE OUTLINED AREA SHALL BE SUBJECT TO THE ACCEPTANCE OF THE IMPROVEMENTS FOLLOWING THE ACCEPTANCE OF THE IMPROVEMENTS)
- (L) CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, PER DEC. REC. FEB. 10, 1985, F/P 24052 AND JAN. 10, 1985, F/P 24053, RES. O.R. (1) THE OUTLINED AREA SHALL BE SUBJECT TO THE ACCEPTANCE OF THE IMPROVEMENTS FOLLOWING THE ACCEPTANCE OF THE IMPROVEMENTS)

NO.	BEARING	DISTANCE
L49	S1°15'03"W	4.52'
L50	S8°51'50"W	12.57'
L51	N5°29'31"E	0.90'

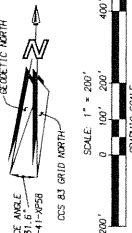
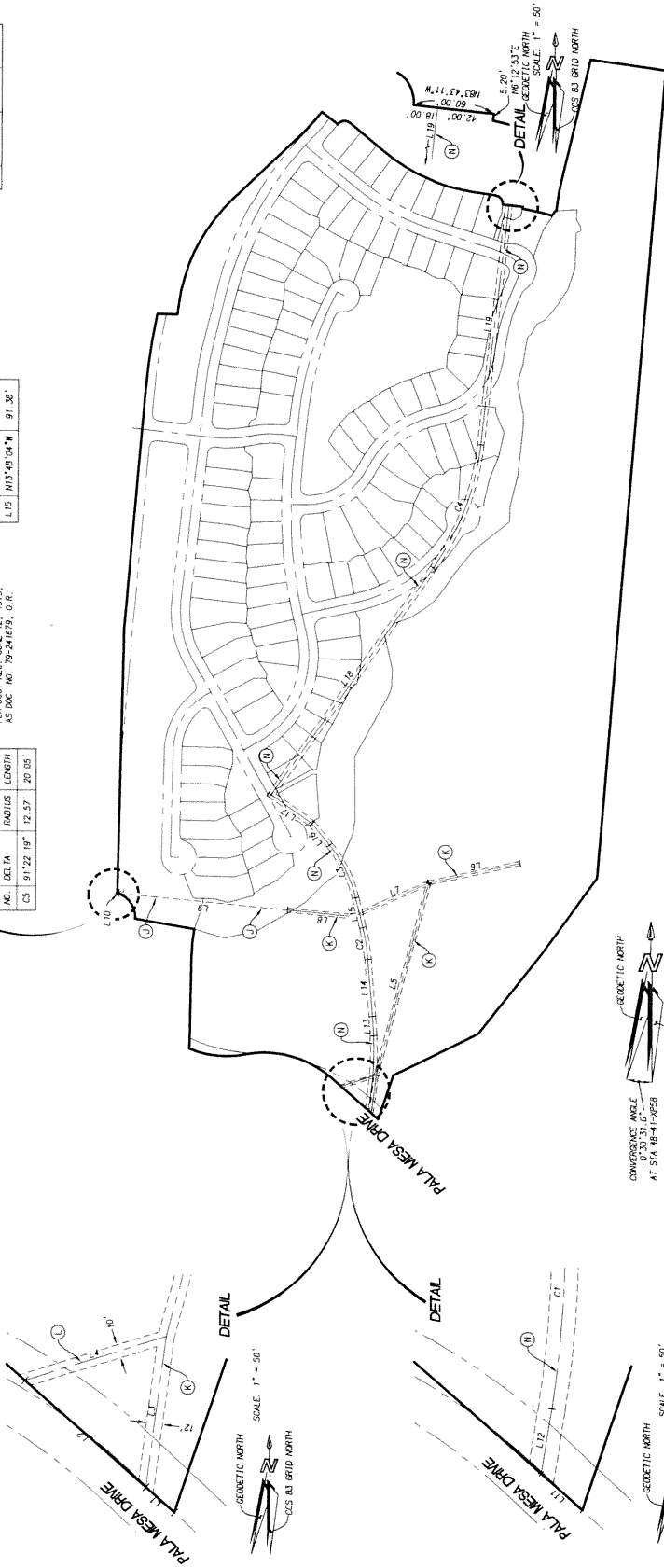


CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, PER DEC. REC. FEB. 10, 1985, F/P 24052 AND JAN. 10, 1985, F/P 24053, RES. O.R. (1) THE OUTLINED AREA SHALL BE SUBJECT TO THE ACCEPTANCE OF THE IMPROVEMENTS FOLLOWING THE ACCEPTANCE OF THE IMPROVEMENTS)

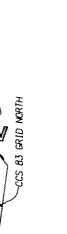
NO.	BEARING	DISTANCE
L11	S48°32'11"E	40.79'
L12	S9°01'23"W	48.83'
L13	S3°11'09"E	58.11'
L14	S4°35'49"E	170.54'
L15	N13°48'04"W	91.38'

NO.	BEARING	DISTANCE
L16	N29°10'04"W	62.01'
L17	N54°39'43"W	150.00'
L18	N55°20'17"E	810.13'
L19	N67°20'17"E	719.27'

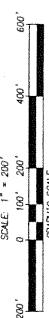
NO.	DELTA	RADIUS	LENGTH
C1	12°33'12"	800.00'	175.28'
C2	9°12'15"	600.00'	96.39'
C3	25°22'00"	400.00'	177.09'
C4	29°00'00"	786.00'	397.83'



COMPOSITE ANGLE AT STA. 48+41.8258



SCALE: 1" = 50'



MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5187-1

NON-TITLE INFORMATION

SHEET 22 OF 22 SHEETS

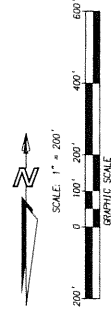
LEGEND

- INDICATES AREA SUBJECT TO IMPROVEMENT DURING A 100-YEAR STORM EVENT
- INDICATES DITCH SUBJECT TO IMPROVEMENT DURING A 100-YEAR STORM EVENT

SOLAR ACCESS

ALL LOTS WITHIN THIS SUBDIVISION HAVE A MINIMUM OF 100 SQUARE FEET OF SOLAR ACCESS FOR EACH EXISTING AND/OR PROPOSED LOT. THE MINIMUM SOLAR ACCESS REQUIRED BY SECTION 81.401(C) OF THE SUBDIVISION ORDINANCE

INTERSTATE 15



ELSCOPE ENGINEERING, INC. - SAN DIEGO
6380 GREENWICH DR., STE. 170
SAN DIEGO, CA 92122 (619) 544-1500

GRADING PLAN L-14227
CALIF. COORD. INDEX 422-1719 (CCS 27) PDS 2002-2120-5187-1
COUNTY TM 5187-1

15-24

15-24



BOARD ACTION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

DISCUSSION AND POSSIBLE ACTION ON A REQUEST TO QUITCLAIM AN EASEMENT FOR PALA MESA HIGHLANDS DEVELOPMENT TM 5187-1

BACKGROUND

The Pala Mesa Highlands Development is a 124 lot subdivision located on Old Hwy 395 and Pala Mesa Drive. The District owns a 20 foot easement running across parcel 125-050-70 and 125-050-71, shown on sheet 21 enclosed as easement "N" Per Document recorded February 10, 1965 F/P 24052 and January 10, 1966 F/P 4213. There is an existing 12 inch waterline that runs through the property. The Pala Mesa Highlands Development plans to relocate this waterline into the public streets and grant a new easement for the waterline outside of County right of way.

DESCRIPTION

The owner is preparing the Final Map and would like assurances that the easement will be quitclaimed once it is no longer needed. The existing easement goes through future lots impacting construction and title for the development. Once the waterline is abandoned and relocated the District has no need for the easement.

The District will not quitclaim the easement until the following criteria is met:

- The waterline is relocated out of the easement and abandoned
- The new waterline and easement is dedicated and accepted by the District

POLICY

Section 8.04.060 Easements

BOARD OPTIONS/FISCAL IMPACTS

No fiscal impacts to the District. Developer to pay for all costs of the development.

- 1) Authorize the General Manager to execute the Quitclaim Deed once facilities are relocated out of the easement and a new waterline and easement is dedicated to the District and accepted.
- 2) Provide other direction to Staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Sherry Kirkpatrick
Engineering Manager

August 25, 2015

16-2

RECORDING REQUESTED BY:

Name of OWNER

AND WHEN RECORDED MAIL TO:

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

SPACE RESERVED FOR RECORDING INFORMATION

DEED TRANSFER TAX: \$ NONE NO CONSIDERATION
EXEMPT UNDER SEC. 1192 OF
REVENUE TAXATION CODE

Parcel No. APN

EASEMENT QUITCLAIM DEED

For valuable consideration Rainbow Municipal Water District, a Municipal Corporation organized under the Municipal water District Act of 1911, as amended, as Grantor, hereby remise, release and forever quitclaim to **NAME OF OWNER**

the following described real property:

A portion of that certain Easement and of Right of Way recorded MONTH DAY YEAR as Document No. YYYY-XXXXXX, of Official Records, in the County of San Diego, State of California, being more particularly shown and described in **Exhibits "A" and "B"** attached hereto and made a part hereof.

Rainbow Municipal Water District

Date: _____

By: _____
Tom Kennedy, General Manager

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

State of California)

County of San Diego)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

16-3

MAP NO.

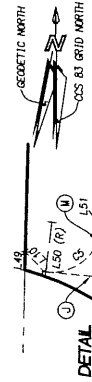
COUNTY OF SAN DIEGO TRACT NO. 5187-1

SHEET 21 OF 22 SHEETS

LINE TABLE	NO.	BEARING	DISTANCE
L	L1	N48°32'11"W	28.26'
	L2	N48°32'11"W	120.37'
	L3	N7°33'53"E	113.90'
	L4	N72°28'47"E	110.31'
	L5	N15°04'08"E	594.45'
K	K1	N47°40'38"E	276.90'
	K2	N68°06'23"E	246.50'
	K3	N84°21'58"W	195.04'
	K4	N84°27'57"W	506.23'
	K5	N44°01'57"W	6.87'

- (L) CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, PER DEC. REC. FEB. 10, 1965, P/P 24682 AND JAN. 10, 1982, P/P 166673, OF D.R.
- (K) CENTERLINE OF AN EASEMENT, 12.00 FEET WIDE, GRANTED TO SOKA PER DEC. REC. SEP. 18, 1982, P/P 166673, OF D.R.
- (L) CENTERLINE OF AN EASEMENT, 10.00 FEET WIDE, GRANTED TO SOKA PER DEC. REC. JUNE 3, 1980, DEC. NO. 80-78482, OF D.R.

LINE TABLE	NO.	BEARING	DISTANCE
L	L49	S1°15'03"W	4.52'
	L50	S8°51'50"W	12.57'
	L51	N6°29'31"E	0.90'



CURVE TABLE	NO.	DELTA	RADIUS	LENGTH
C5	C5	91°22'19"	12.57'	20.05'

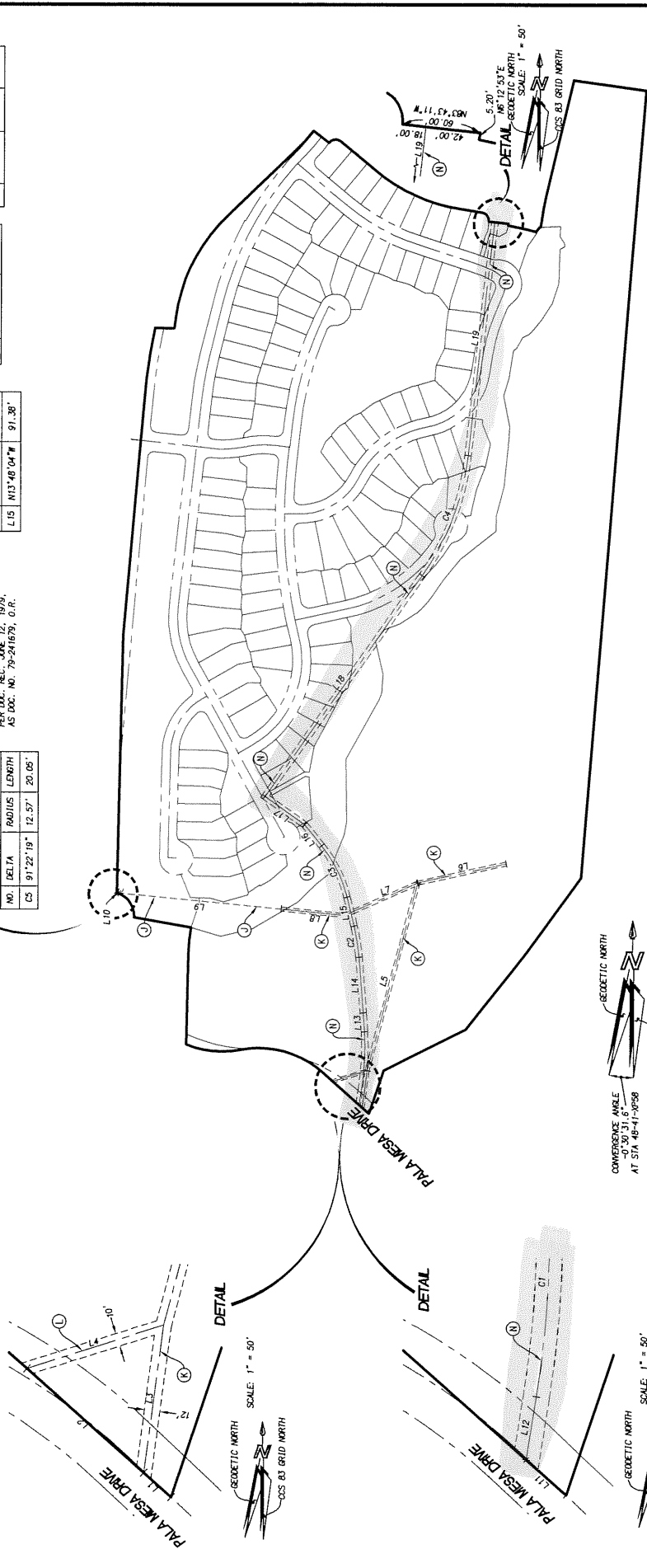
- (M) CENTERLINE OF AN EASEMENT, 10 FEET WIDE, GRANTED TO SOKA PER DEC. REC. JUNE 12, 1979, AS DEC. NO. 79-241679, O.R.

LINE TABLE	NO.	BEARING	DISTANCE
L	L11	S48°32'11"E	40.79'
	L12	S9°01'23"W	48.83'
	L13	S3°31'49"E	58.11'
	L14	S4°35'49"E	170.54'
	L15	N13°48'04"W	91.38'

LINE TABLE	NO.	BEARING	DISTANCE
L	L16	N39°10'04"W	82.01'
	L17	N54°39'43"W	150.00'
	L18	N35°20'17"E	830.13'
	L19	N8°20'17"E	719.27'

CURVE TABLE	NO.	DELTA	RADIUS	LENGTH
C	C1	12°33'12"	800.00'	175.28'
	C2	9°12'15"	600.00'	96.39'
	C3	25°22'00"	400.00'	177.00'
	C4	29°00'00"	706.00'	397.83'

- (N) CENTERLINE OF AN EASEMENT, 20.00 FEET WIDE, GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, PER DEC. REC. FEB. 10, 1965, P/P 24682 AND JAN. 10, 1982, P/P 166673, OF D.R. FOLLOWING THE ACCEPTANCE OF THE NEW IMPROVEMENTS)



16-4



BOARD ACTION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF A FIRST AMENDMENT TO JOINT AGREEMENT TO IMPROVE SUBDIVISION, JOINT LIEN CONTRACT AND HOLDING AGREEMENT FOR SAN DIEGO TRACT NO. 4750-1

BACKGROUND

The Rancho Alegre development consists of 33 lots between Yucca Road and Ranger Road. Improvements related to the District consist of approximately 10,000 feet of water main to serve the development totaling just under \$1 million. There are no sewer improvements, the development is on septic. The development was processing through the County and the District back in 2002 and has an approved map. The County is requesting updated agreements and securities for the development to reflect changes from the project since 2002. The original owner was Redhawk Communities and new owner is now Rancho Alegre. Rancho Alegre would like to postpone construction and updating bonding for 2 years.

DESCRIPTION

Below is a description of each agreement and its role:

First Amendment to Joint Agreement:

- Amend the Joint Agreement to include the new owner and assume all obligations of the original owner to the new owner

Joint Lien Contract

- Postpone construction
- Replace the securities of a bond with a lien
- Adjust estimated construction and related costs to current cost figures
-

Holding Agreement and Holding Agreement on the property

- Holding agreement restricts any sale of the lots until obligations are met under the Joint Lien Contract.

The Joint Lien will be replaced once owner decides to start construction with securities acceptable to both the District and the County. Joint Lien and Holding agreement are in effect for 2 years.

BOARD OPTIONS/FISCAL IMPACTS

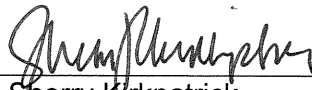
No fiscal impacts. The development is responsible for all costs.

1. Authorize the General Manager to execute Joint Agreement to Improve Subdivision, Joint Lien Contract and Holding Agreement for San Diego Tract No. 4750-1
2. Provide other direction to Staff.

17-1

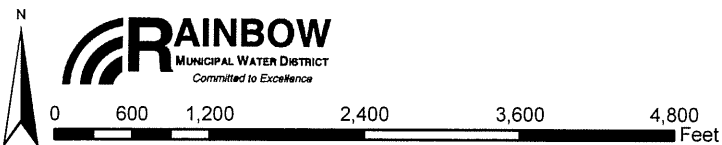
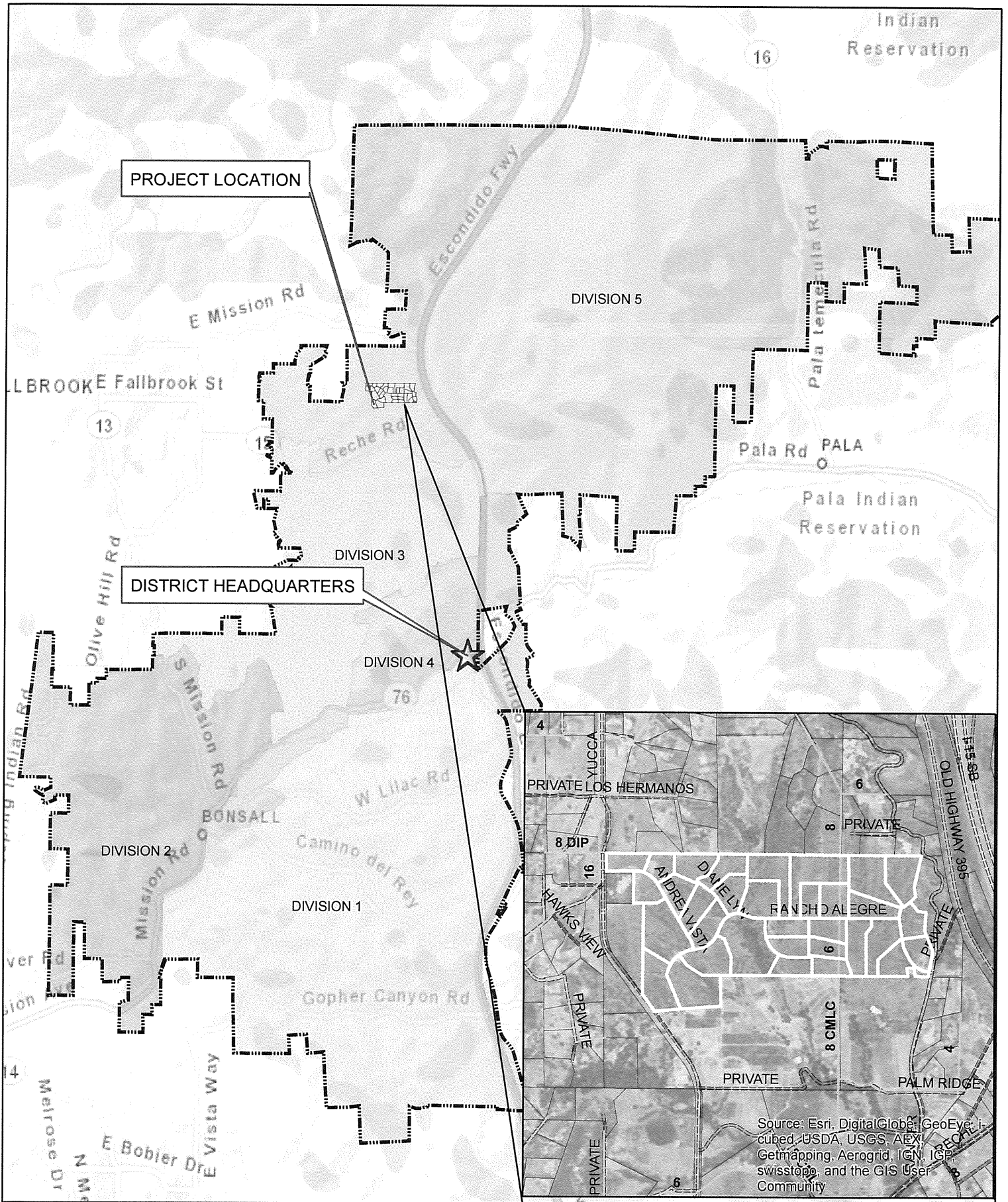
STAFF RECOMMENDATION

Staff recommends Option 1.



Sherry Kirkpatrick
Engineering Manager

August 25, 2015



RAINBOW
MUNICIPAL WATER DISTRICT
Committed to Excellence

RANCHO ALEGRE

17-3

**FIRST AMENDMENT TO JOINT AGREEMENT TO IMPROVE
MAJOR SUBDIVISION, COUNTY OF SAN DIEGO TRACT NO. 4750-1
(Substitution of Owners, Modification of Security and Extension of Time)**

This First Amendment to Joint Agreement To Improve Major Subdivision, County of San Diego Tract No. 4750-1 (First Amendment) is entered into this 16 day of JUNE, 2015, between the County of San Diego, California (County), Rainbow Municipal Water District (District), Redhawk Communities, Inc. a California Corporation (Original Owner) and Rancho Alegre LLC, a California limited liability company (New Owner), with respect to the following:

RECITALS

- A. On December 4, 2002 (14), the Board of Supervisors of the County approved a 33 lot subdivision commonly identified as San Diego Tract No. 4750-1 (TM 4750-1), Final Map 14502. At the time the Final Map was approved, Redhawk Communities, Inc. a California Corporation (Original Owner) entered into an Agreement dated October 14, 2002 entitled, "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4750-1" (hereinafter "Joint Improvement Agreement") with the District and the County to guarantee the construction of private and public improvements as a condition of approval of the Subdivision.
- B. At the request of the Original Owner, the Board of Supervisors of the County on June 23, 2010 (6) approved an extension of time to complete improvements as required by the Resolution of Approval.
- C. New Owner has acquired title of TM 4750-1 (Final Map 14502) from the Original Owner and desires to assume all obligations of the Original Owner pursuant to the Joint Improvement Agreement, including the liability for work actually performed by the Original Owner.
- D. New Owner desires to postpone the construction of said improvements and is entering into a Joint Lien Contract, described under the provisions of Government Code section 66499 and Section 81.408 of the San Diego County Code, and a Holding Agreement to help protect the security interest the County will have in TM 4750-1.
- E. Under the terms of the Joint Lien Contract and Holding Agreement, New Owner is prohibited from construction of any improvements in TM 4750-1 until acceptable security is substituted for the Joint Lien Contract and the Holding Agreement is released.
- F. The County is willing to allow additional time to substitute security in place of the Joint Lien Contract and to complete the improvements required by the Joint Improvement Agreement provided estimated construction and related costs reflected in the Joint Improvement Agreement are adjusted to reflect current cost figures.

ATTACHMENT B
1

TM4750-1

17-5

WHEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. New Owner agrees to assume full responsibility for all rights, duties and obligations of the Original Owner pursuant to the Joint Improvement Agreement specified above.
2. The performance completion date for the construction of improvements specified in the "First" paragraph of the Joint Improvement Agreement is amended to require construction of the improvements within two years of the recordation of the Joint Lien Contract attached hereto as Attachment C.
3. The "First" and "Fourth" paragraphs of the Joint Improvement Agreement are amended to allow for the transfer of title between the Original Owner and the New Owner.
4. The "Ninth" paragraph of the Joint Improvement Agreement is modified to replace the requirement that the Owner file one of the specified securities with the "Clerk of the Board at the time of submitting this Agreement and Final Map for approval by the Board" with the requirement that one of the approved securities be substituted in place of the Joint Lien Contract prior to the expiration of the performance completion date.
5. New Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute, in place of the Joint Lien Contract, security acceptable to the County for the construction of the improvements required to be completed by the Joint Improvement Agreement prior to obtaining any grading permit, building other permit required to commence construction or installation of the improvements and development of TM 4750-1.
6. The estimated costs set forth in the "Second" paragraph of the Joint Improvement Agreement of the improvements of the streets and/or easements shall be increased to \$1,368,800 and the improvement of the water facilities shall be increased to \$998,600. Additionally, the setting of final monumentation is estimated to be \$12,600. As a result of these changes the total estimated amount of required security as set forth Section 1 of the "tenth" paragraph of the Joint Improvement Agreement shall be increased to \$2,380,000.
7. Upon the transfer of title to a holding company in accordance with the Holding Agreement attached hereto as Attachment D, the recordation of the Joint Lien Contract in the Official Records of the County of San Diego, State of California, at the sole cost and expense of Current Owner, and the subordination to the satisfaction of the Director, Department of Planning and Development Services for the County of San Diego, of any liens against TM 4750-1 that could diminish the security interest established by the Joint Lien Contract, the Bonds posted for the Joint Improvement Agreement shall be released and the lien established by the Joint Lien Contract substituted in its place.

8. All other terms and conditions of the Joint Lien Contract shall remain the same and in full force and effect.

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

COUNTY OF SAN DIEGO, a political subdivision of the State of California

By _____
Clerk of the Board of Supervisors

RANCHO ALEGRE LLC, a California limited liability company, as New Owner

By: Paul Garrett
Paul Garrett, Manager

RAINBOW MUNICIPAL WATER DISTRICT

By _____
Name Title

REDHAWK COMMUNITIES, INC., a California limited liability company, as Original Owner

By: Paul Garrett
Name Title
PAUL GARRETT, PRESIDENT

By: _____
Name Title

TM4750-1

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

State of California

County of Riverside

On June 16, 2015 before me, K. L. Blue, Notary Public,
(here insert name and title of the officer)

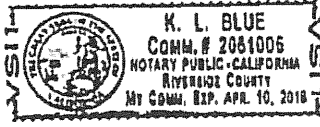
personally appeared Paul Garrett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

[Handwritten Signature]
Signature

(Seal)



**RECORDED AS A BENEFIT
COUNTY OF SAN DIEGO**

WHEN RECORDED RETURN TO:

Clerk of the Board of Supervisors
Room 402, County Administration Center
San Diego, California 92101

JOINT LIEN CONTRACT

(Substitute Security, Change of Ownership and Extension of Time - Single District)

THIS JOINT LIEN CONTRACT ("Joint Lien Contract") is entered into this 16 day of JUNE, 20 15, by and among the County of San Diego, a political subdivision of the State of California ("County"), Rainbow Municipal Water District ("District"), Redhawk Communities, Inc., a California Corporation ("Original Owner") and Rancho Alegre LLC, a California limited liability company ("New Owner") and First American Trust, FSB ("Holder").

RECITALS

- A. Original Owner recorded Final Map No. 14502 designated as County of San Diego Tract No. 4750-1, (referred to collectively herein as "Map") pursuant to the Subdivision Ordinance (Division 1, Title 8 of the San Diego County Code of Regulatory Ordinances).
- B. Original Owner entered into a secured agreement with County and District dated December 4, 2002 entitled "Joint Agreement to Improve Major Subdivision, County of San Diego Tract No. 4750-1" ("Subdivision Improvement Agreement") to perform certain acts and construct certain improvements as a condition of County's approval of said Map. On June 23, 2010 (6) the Board of Supervisors approved a Time Extension to construct required improvements.
- C. Original Owner commenced to install or construct the improvements required by the Subdivision Improvement Agreement. Said improvements have been removed and the land within Map 14502 has been restored to its original condition. None of the lots in the subdivision have been sold.
- D. Pursuant to Subdivision Ordinance section 81.205, County is authorized to defer the payment of fees for the provision of improvements or services to the subdivision if the Owner enters into a secured agreement to defer making other improvements required by section 81.404 of the Subdivision Ordinance.
- E. New Owner has acquired ownership of Map 14502 from the Original Owner and desires to assume the responsibility and liability for the performance of all acts and the construction of all improvements required of the Original Owner by said Subdivision Improvement Agreement, including the liability for work actually performed by the Original Owner.

ATTACHMENT C

1

CCSF, Rev. 84 119, 4/94E

TM4750-1

17-10

F. Owner is required by the Subdivision Improvement Agreement and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County and District to secure its obligations under the Subdivision Improvement Agreement.

G. Original Owner provided a form of security for the Subdivision Improvement Agreement which New Owner now desires to replace with security known as a lien contract, under the provisions of Government Code section 66499 (a) (4) and Subdivision Ordinance Section 81.409.

H. County and District have found and determined that it would not be in the public interest to require the installation of the required improvements sooner than two years after the recordation of the Map.

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

I. Owner's Performance:

A. Owner hereby grants to County and District, in accordance with the terms and conditions of this Joint Lien Contract, a lien upon the property ("Property") described in Exhibit "A" ("Owner's Deed"), attached hereto, as security for the following obligations of Owner:

(1) Construction of the improvements ("Improvements") specified in the Subdivision Improvement Agreement, in the estimated amounts and for the purposes specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B;" and

(2) Payment of the fees or provision of the improvements or services described in Subdivision Ordinance section 81.205 (collectively, "Fees"), in the amount required as a condition of approval of Owner's Map, as adjusted to represent the effects of inflation as represented in the Market Trends Index as published in the "Engineering News Record" or a similar index as determined appropriate by the Director of Public Works.

This lien secures said obligation and the remedies provided herein for breach of said obligation.

B. Owner grants to Holder, in accordance with the terms and conditions of this Joint Lien Contract, a lien upon the Property as security for Owner's obligations to Holder under the Holding Agreement.

C. Upon execution of this Joint Lien Contract by County and District, Owner shall file Owner's Deed with the Clerk of the San Diego County Board of Supervisors, thereby conveying Owner's record title to the Property to Holder pursuant to the terms of the holding agreement ("Holding Agreement") attached hereto as Attachment D.

D. For so long as title to the Property remains vested in Holder, Owner shall not: (1) request issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Map; or (3) commence work on any portion of the Improvements.

E. At the time Owner executes this Joint Lien Contract, Owner shall file with County a cash deposit in the amount of Fifteen Thousand Dollars (\$15,000), to be used by County to reimburse County for any costs which County may incur in processing a reversion to acreage initiated pursuant to this Joint Lien Contract. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$15,000, Owner shall pay such additional costs to County prior to recordation of the reversion to acreage map.

F. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County and District in place of this Joint Lien Contract; provided, however, that Owner shall not be permitted to make such deposits or substitute such security if more than two (2) years have elapsed since the date of recordation of this Joint Lien Contract, unless Owner requests an extension of time prior to expiration of said two years, and such request is granted by County and District. If County grants Owner's request for an extension of time, Owner shall make the deposits and substitution of security described above within such additional period of time as may be granted by County, as described in section I(H), below.

G. Owner shall make the deposits specified in attached Exhibit "B" in the amounts prescribed for such purposes at the time the deposit is due. Owner also agrees to provide the substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvements at the time of substitution, as ascertained by County and District.

H. Owner shall perform and complete the Improvements required by the Subdivision Improvement Agreement within two (2) years following date of recordation of this Joint Lien Contract; provided, however, that the Board of Supervisors may grant additional extensions of time, as it deems appropriate. Notwithstanding the foregoing, however, upon the occurrence of either of the following events, the Improvements may, at the sole election of County or District, be required to be completed immediately:

TM4750-1

17-12

(1) County or District initiate assessment proceedings over an area between intersecting streets on both sides of the street upon which the Property has frontage; or

(2) Owners of more than sixty percent (60%) of the frontage between intersecting streets on both sides of the street upon which the Property has frontage, petition the County or District to form an improvement district for the improvement of said streets and County or District initiate such proceedings.

I. Owner shall pay the Fees prior to commencement of the work for which the Fees are required or prior to issuance of any building permit, whichever occurs first.

II. Holder's Performance:

Holder shall hold title to the Property, pursuant to the terms and provisions of the Holding Agreement, from the date of recordation of this Joint Lien Contract until receipt by Holder of release(s) executed by County and District for purposes of clearing record title of the Property so released of the lien herein imposed, and upon the receipt of said executed release(s), Holder shall reconvey title to the Property to Owner; provided, however, that Holder may retain a lien on the Property pursuant to this Joint Lien Contract until such time as Owner fulfills its obligations to Holder pursuant to the Holding Agreement.

III. County's and District's Performance

A. County and District, upon recordation of this Joint Lien Contract, shall immediately release the deposits and security which were previously supplied by Owner and for which this Joint Lien Contract is being substituted.

B. Following County's and District's approval of the substitute forms of security submitted by Owner pursuant to Paragraph I(F) hereof, performance of which is secured by this Joint Lien Contract, County and District shall release the Property from the provisions of this Joint Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

IV. Effect of Joint Lien Contract.

A. From the date of recordation of this Joint Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement, and any Fees. This Joint Lien Contract may be released in whole or in part and may be subordinated to other liens or encumbrances if the County and District determine that the security is sufficiently secured by a lien on other property or that the release or subordination of the lien will not jeopardize the completion of the Improvements. Any such subordination must first be approved in writing by County and District and the

proceeds or other consideration secured by such other liens or encumbrances must be used exclusively to improve the Property.

B. Owner shall have the right to convey any recorded unit of the subdivision comprising the Property covered by this Joint Lien Contract, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Joint Lien Contract, the Holding Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the District and the County per Subdivision Ordinance section 81.408. Any new lien contract entered into by a purchaser of the Property must provide for completion of the Improvements by the same date as is specified herein.

C. This Joint Lien Contract shall expire upon release of the Property by the County and the District, except that Owner's obligation to perform and complete the Improvements within two (2) years from the date of recordation of this Joint Lien Contract (as such date may have been extended by the Board of Supervisors, as described in section I(H), above) shall not expire but shall remain in full force and effect until satisfactory completion of the Improvements in full compliance with the Subdivision Improvement Agreement.

D. The time within which the Improvements are to be completed under the Subdivision Improvement Agreement is hereby modified in accordance with the terms and conditions of this Joint Lien Contract.

E. Notwithstanding any provisions of Subdivision Ordinance sections 81.402 or 81.403 to the contrary, so long as this Joint Lien contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the County.

V. Events of Default. Upon the occurrence of anyone of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to County and District within the time allotted and as prescribed by this Joint Lien Contract.

B. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security with the county and District in place of this Joint Lien Contract.

C. Failure by Owner to substitute acceptable security for this Joint Lien contract and complete construction of the Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Joint Lien Contract.

D. Failure by Owner to pay the Fees described in section I(A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to reorganize Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within sixty (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

G. Sale of any lot shown on the Map prior to release of the lien created by this Joint Lien Contract, except as provided in subparagraph IV (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by Owner of any other term or condition of this Joint Lien Contract or of the Subdivision Improvement Agreement, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All references to Owner in this section shall be deemed to include Owner's successors, assigns and transferees, other than Holder.

VI. County's and District's Remedies. Upon the occurrence of any of the events described in section V, above, County or District may declare a breach of this Joint Lien Contract by giving thirty (30) days written notice to Owner, and may, at County's or District's option, exercise any one or more of the following remedies:

A. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

B. Foreclose this lien by appropriate action in court or as provided by law for the foreclosure of mortgages under power of sale pursuant to California civil Code sections 2924, 2924b and 2924c, and in the event the foreclosure is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such foreclosure;

C. Estimate the cost of the work required to complete the Improvements, and/or pay the Fees, and foreclose said lien in said amount;

D. Foreclose the lien as a mortgage;

E. Initiate proceedings for reversion of the real property within the subdivision to acreage, at the expense of Owner, in accordance with the provisions of the Subdivision Map Act;

F. Pursue any other remedy, legal or equitable, for the foreclosure of a lien, and Owner, its heirs and assigns, other than Holder, shall pay reasonable attorneys' fees to be taxed as a cost in said proceedings.

VII. General Provisions.

A. Recordation. This Joint Lien Contract and the Owner's Deed from Owner to Holder shall be recorded by the County with the County Recorder immediately following execution of this Joint Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code section 66436, acknowledging subordination of their interests to this Joint Lien Contract.

B. Contingency. This Joint Lien Contract shall not take effect until it has been approved by the County Board of Supervisors and the Board of Directors of the District.

C. Entire Agreement. This Joint Lien Contract together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Joint Lien Contract and the intentions of the parties.

E. Governing Law. This Joint Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the state of California.

F. Headings. The captions and section headings used in this Joint Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

G. Joint and Several Authority. Whenever references are made to the rights of "county and/or District" in this Joint Lien Contract, and the exercise of those rights, such rights may be exercised by County and District either (1) jointly, or (2) severally and individually with either County or District acting independently of the other.

H. Modification, Waiver. No modification, waiver, amendment or discharge of this Joint Lien Contract shall be valid unless the same is in writing and signed by parties. I. No Other Inducement. The making, execution and delivery of this Joint Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

J. Severability. If any term, provision, covenant or condition of this Joint Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any

court of competent jurisdiction, the remainder of this Joint Lien contract shall not be affected thereby, and each term, provision, covenant or condition of this Joint Lien contract shall be valid and enforceable to the fullest extent permitted by law.

COUNTY OF SAN DIEGO, a political subdivision of the State of California

By _____
Clerk of the Board of Supervisors

RAINBOW MUNICIPAL WATER DISTRICT

By _____
Name: Title:

RANCHO ALEGRE LLC, a California limited liability company, as Owner

By: Paul Garrett
Paul Garrett, Manager

TM4750-1

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

State of California

County of Riverside

On June 16, 2015 before me, K. L. Blue, Notary Public,
(here insert name and title of the officer)

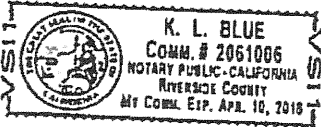
personally appeared Paul Garrett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.


Signature

(Seal)



For the limited purpose herein contained, the undersigned agrees to retain title to the Property until County releases the Property from the provision of this Joint Lien Contract.

Holder's execution of this Joint Lien Contract is not to be construed as any waiver, modification, or amendment to the provisions of Holding Agreement No. 1082032200.

First American Trust, FSB, as Holder
5 First American Way
Santa Ana, CA 92701

By: _____
Name Title

SUBORDINATION

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER LATER INSTRUMENT.

The undersigned have record title interest in the above described property and hereby waive the priority of each of their interests in favor of the lien granted the County by this Joint Lien Contract and subordinate each of their interests to said lien as if this Joint Lien Contract had been signed and recorded before each of said record title interests.

Martin A Weiss and William W. Whinna as Beneficiaries under Deed of Trust recorded December 23, 2009 as Document No. 2009-0709982, O.R.

Martin A Weiss

William W. Whinna

EXHIBIT "A"

LOTS 1 THROUGH 33 OF COUNTY OF SAN DIEGO TRACT NO. 4750-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 14502, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 10, 2002, AS FURTHER DESCRIBED IN QUITCLAIM DEED, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 2006 AS DOCUMENT NO. 2006-0648584.

TM4750-1

17-21

EXHIBIT "B" TO LIEN CONTRACT

ESTIMATE OF COST TM 4750-1

PERFORMANCE SECURITY

Street and Drainage	\$ 1,368,800
Water	\$ 998,600
Monumentation	\$ 12,600

LABOR AND MATERIAL SECURITY

Street and Drainage	\$ 684,400
Water	\$ 499,300
Monumentation	\$ 6,300

FEES AND DEPOSITS

Inspection Deposit	\$ 73,000
Material Lab Deposit	\$ 23,000

TOTAL LIEN CONTRACT AMOUNT \$ 3,666,000

0

TM4750-1

HOLDING AGREEMENT NO. 1082032200

(Joint Lien contract as Substitute Security - Single District)

THIS HOLDING AGREEMENT NO. 1082032200 ("Agreement") is entered into this 16 day of JUNE, 20 15, by and between Rancho Alegre LLC, a California limited liability company ("Owner"), and First American Trust, FSB, ("Holder").

RECITALS

A. Owner owns the unimproved real property ("Property") located in the County of San Diego, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. Owner owns the Property for which the County of San Diego ("County") has approved a Map of the Property and, pursuant thereto, has entered into a Subdivision Improvement Agreement, secured by a joint lien contract ("Joint Lien Contract") with County and the Rainbow Municipal Water District ("District") to postpone the construction of certain subdivision improvements ("Improvements") required by County and District to provide County with security that the Improvements will be constructed in the future.

C. Holder, for the limited purposes as set forth in the Joint Lien Contract has joined Owner in the execution of the Joint Lien Contract.

D. Owner desires, pursuant to the requirements of the Joint Lien Contract, to convey title to the Property to Holder, to hold for Owner pursuant to the terms and provisions of this Agreement.

E. Holder is willing to take title to the Property for the limited purposes set forth herein, and Holder has been approved for this purpose by the Director of the County of San Diego, Department of Public Works, and by the District.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner shall convey to Holder title to the Property for the limited purposes as hereinafter provided, and Holder shall hold such title for Owner pursuant to the terms and provisions of this Agreement.
2. This Agreement and all amendments and modifications thereto, shall not become effective for any purpose until approved by County.

CCSF, 84.119A, 4/94

ATTACHMENT D

TM4750-1

3. For purposes of this Agreement, all incidents of ownership of the Property shall be deemed to remain with Owner, except that during the term of this Agreement, and while record title is vested in Holder, Owner shall not have any right to convey title of any individual lot of the Property to any third party. Notwithstanding the foregoing, Owner shall have the right to sell and assign its beneficial interest to a single purchaser not less than all of the lots of any of the recorded Map covered by this Lien Contract so long as the purchaser thereof concurrently enters into a separate Subdivision Improvement Agreement, Lien Contract and Holding Agreement covering the Map so purchased. Upon receipt of documentation demonstrating compliance by such purchaser with the foregoing, Holder shall acknowledge such purchaser's beneficial interest, in writing, by depositing such written acknowledgment in the escrow opened by Owner to facilitate the transfer of its interest to such purchaser.

4. Holder may reconvey record title to the Property during the term of this Agreement for the limited purpose of permitting Owner to place a new lien or liens against the Property. Any such new lien or liens, however, must be junior and subordinate to the lien of this Joint Lien Contract, and the record title must be immediately reconveyed back to Holder by Owner following recordation of said new lien or liens. Except as authorized above in this paragraph, Owner shall not request Holder to reconvey title to the Property to Owner until such time as County has executed a written release of the Property from the obligations of the Joint Lien Contract, and Holder shall not, under any circumstances, reconvey record title to Owner until receipt by Holder of such written release from County or County's written approval authorizing Holder to reconvey such title to Owner.

5. The sole and exclusive responsibility of Holder, with respect to the Property, shall be to convey under the terms of this Agreement such title to the Property as shall originally have been conveyed to Holder, without limiting the effect of the foregoing statement, however, the parties hereto agree:

5.1 That Holder shall not be answerable or responsible for the validity, nature or extent of its title to the Property (except for such liability as Holder may assume under the terms, provisions, conditions and stipulations of any policy of title insurance issued by it with respect to the Property), nor for the value thereof; nor for any encumbrances, restrictions or other clouds against the title to the Property;

5.2 That Holder shall be under no obligation:

5.2.1 to do any act relating to the Property by virtue of which it shall assume or incur any liability or responsibility of any character;

5.2.2 to collect any revenue accruing from the Property;

5.2.3 to pay any indebtedness against the Property or any interest thereon;

5.2.4 to pay any taxes or assessment against the Property;

5.2.5 to effect or keep in force any fire insurance relating to the Property;

5.2.6 to give to Owner notice of any matter whatever affecting the Property which may come to the attention of Holder;

5.2.7 to appear in or become a party to any litigation by reason of its holding title to the Property herein described even though it may be named as a defendant in any action affecting the Property.

6. Owner hereby agrees to obtain and keep in force during the term of this Agreement public liability insurance insuring Holder and any other insurance demanded by Holder in such amount and form as Holder may require.

7. During the term of this Agreement, Owner shall remain obligated for, and shall pay all taxes, assessments, liens, charges and encumbrances affecting the Property. Owner shall indemnify, defend and hold Holder harmless against any loss, damage, cost, charges, judgments, attorneys' fees or other expenses incurred by Holder (collectively, "Claims"), either before or after title is conveyed by Holder, by reason of its holding title to the Property. The Owner shall pay the amount of any Claim to Holder upon demand, together with interest thereon at the maximum contract rate allowed by law per annum from the date of any Claim. Holder, as security for Owner's performance of its obligations under this Agreement, including the indemnity described above, shall have a lien upon the Property herein described and shall not be required to reconvey the Property to Owner, or its successors in interest, or assigns, or to make any conveyance thereof under the provisions of this Agreement, until Holder has been reimbursed for all Claims with interest as aforesaid, and has received payment of all indebtedness incurred by it or which may become due from Holder by reason of its holding title to the Property.

8. For so long as the Joint Lien Contract remains in effect, Holder shall retain title to the Property for the benefit of Owner pursuant to this Agreement, and shall not, in any manner whatsoever, exercise any rights incident to the ownership of the Property, including, without limitation, encumbering the Property, or conveying any interest in the Property to third persons, except as otherwise provided in this Agreement, or by representing the equity of the Property as an asset of Holder.

TM4750-1

9. While title is held by Holder pursuant to the terms of this Agreement, Owner shall have no authority whatsoever to create any obligation of any character on account of Holder, affecting or encumbering the Property.

10. Upon recordation of the Joint Lien Contract, Owner irrevocably grants, transfers and assigns its respective right, title and interest to the Property to Holder, in trust for purposes of securing Owner's obligations under the Joint Lien Contract and confers upon Holder the power to foreclose under power of sale prescribed in the Joint Lien Contract, and issue a deed upon foreclosure and sale. Said deed shall convey the Property without covenant or warranty, express or implied, and any recitals contained therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Owner, County, District or Holder, may purchase at such sale. The parties do not intend hereby to alter in any manner their rights but rather to vest the Holder with title so as to create powers coupled with an interest, and Owner shall retain the rights and obligations imposed upon it by California civil Code section 2985 and all other applicable laws and statutes.

11. This Agreement shall continue in full force and effect until the obligation imposed on the Property by the Joint Lien Contract has, pursuant to its terms, been released by County, whereupon this Agreement shall terminate. Upon such termination, Holder shall convey and deliver, without warranty, express or implied, to Owner, or qualified assignee as hereinabove provided under Paragraph 3, title to the Property.

12. The effectiveness of this Agreement shall be contingent upon its approval by the Board of Supervisors of County and the Board of Directors of District.

TM4750-1

RANCHO ALEGRE LLC, a California limited liability company, as Owner

By: Paul Garrett
Paul Garrett, Manager

HOLDER:

FIRST AMERICAN TRUST FSB
5 FIRST AMERICAN WAY (MS 3)
SANTA ANA, CA 92707
ELIZABETH MARKWORTH, TITLE OFFICER
(714) 250-8256

By: _____

Approved by the Board of Supervisors of the County of San Diego on _____.

By: _____
Clerk of the Board of Supervisors

RAINBOW MUNICIPAL WATER DISTRICT

By _____
Name: _____ Title: _____

TM4750-1

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

State of California

County of Riverside

On June 16, 2015 before me, K. L. Blue, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

K. L. Blue
Signature

(Seal)

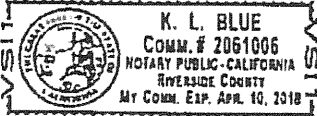


EXHIBIT "A"
OF HOLDING AGREEMENT

LOTS 1 THROUGH 33 OF COUNTY OF SAN DIEGO TRACT NO. 4750-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 14502, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 10, 2002, AS FURTHER DESCRIBED IN QUITCLAIM DEED, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 2006 AS DOCUMENT NO. 2006-0648584.

TM4750-1



BOARD ACTION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

DISCUSSION AND POSSIBLE ACTION REGARDING EXECUTION OF PURCHASE AGREEMENT FOR THE AFTON FARMS PIPELINE EASEMENTS

BACKGROUND

The Afton Farms waterline consists of 1400 feet of 8 inch waterline to loop the system from Afton Farms to Calle de Talar. This project would eliminate two dead ends and the need to install a hi-line during the San Diego County Water Authority shutdowns. This project would increase water quality, fire flow and system reliability for the area.

DESCRPTION

The alignment of the pipeline requires an easement from two properties. Both properties are owned by John Haskett Living Trust. Staff has been negotiating with the owner for the purchase of the easements. Staff and owner have come to an agreement and the owner has executed the enclosed agreement. In the agreement the District would purchase the two easements for a total of \$10,000 and road and culvert improvements during construction.

BOARD OPTIONS/FISCAL IMPACTS

This project is included in the 2015/2016 CIP budget.

1. Authorize the General Manager to execute Purchase Agreement with John K. Haskett Living Trust
2. Provide other direction to Staff.

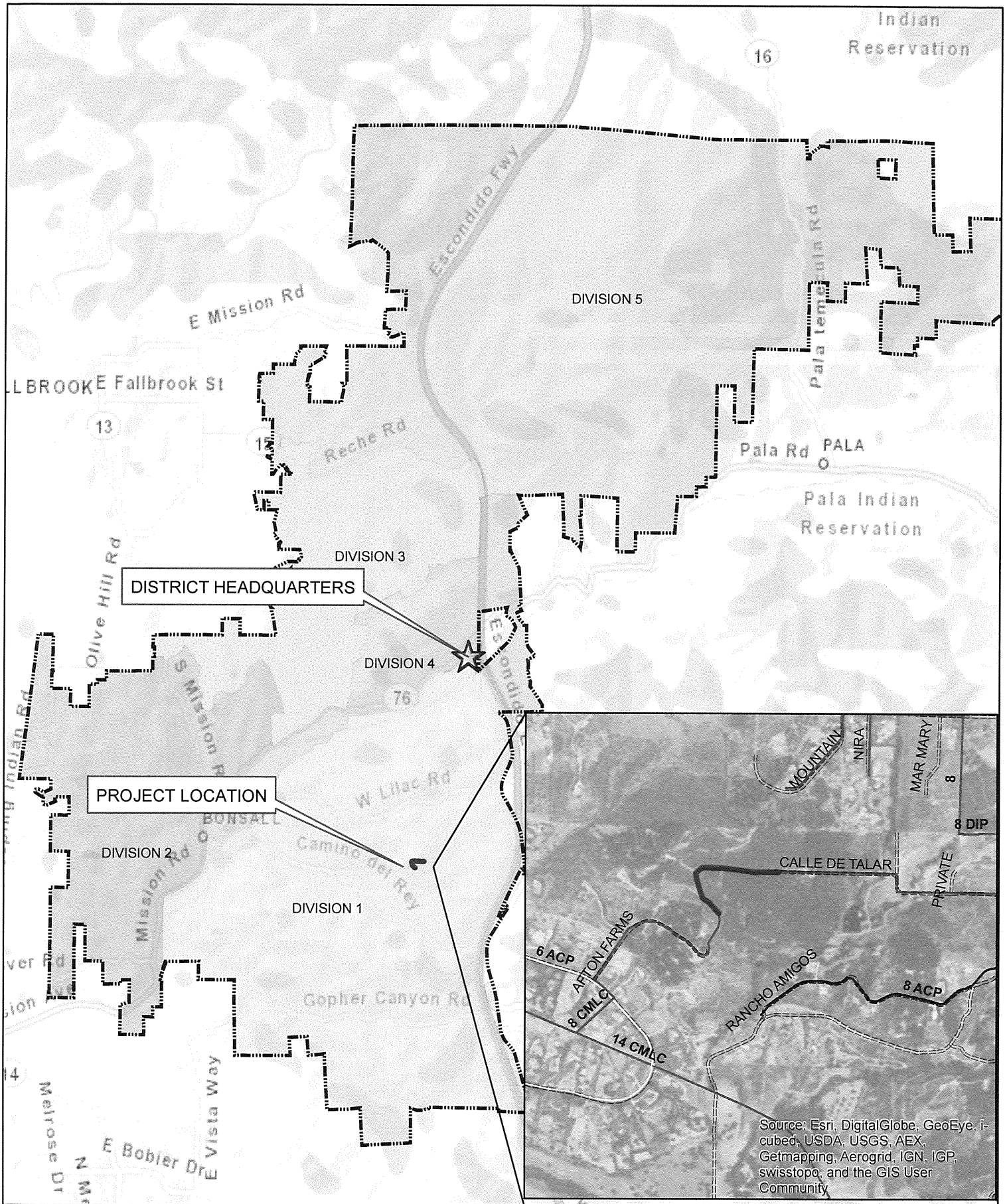
STAFF RECOMMENDATION

Staff recommends Option 1.

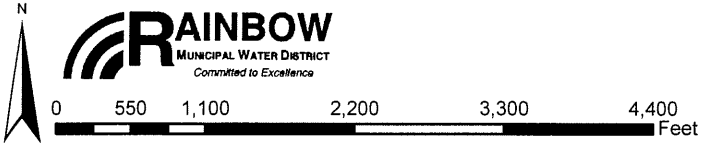

Sherry Kirkpatrick
Engineering Manager

August 25, 2015

18-1



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



18-2

AFTON FARMS

a. The means and methods of constructing the Improvements, including but not limited to the choice of contractors and materials to be used, the engineering specifications of the Improvements, and the timing and schedule for construction of the Improvements, are subject to change and shall be within the sole discretion of the District.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to a contract executed and performed in such state without reference to the choice of law principles of such state.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes all prior drafts of such Agreement, and all prior and contemporaneous agreements, representations, negotiations, discussions, correspondence, communications, term sheets, and understandings of the Parties. There are no agreements, understandings, representations, or warranties between the Parties other than those set forth or referred to in this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns. No party to this Agreement shall have the right to assign its rights or interests in or delegate its obligations under this Agreement without the express prior written consent of all other parties to this Agreement.

8. Headings; Definitions. The paragraph headings contained in this Agreement are inserted for convenience and reference only and will not affect the meaning or interpretation of this Agreement. All references to paragraphs contained in this Agreement mean paragraphs of this Agreement unless otherwise stated. All capitalized terms defined in this Agreement are equally applicable to both the singular and plural forms of such terms. As the context requires, the singular form of any term includes the plural and vice versa, and all pronouns used herein shall be deemed to refer to the masculine, feminine, or neuter gender.

9. Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party to this Agreement may, only by an instrument in writing, waive compliance by any other party to this Agreement with any term or provision of this Agreement. The waiver by any parties to this Agreement of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

10. Attachments. All attachments referenced in this Agreement are incorporated by reference.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall be considered one and the same agreement. This Agreement and signatures on this Agreement may be transmitted by facsimile, and such a transmission shall be deemed a delivery of this Agreement by such signing party.

BY SIGNING BELOW, I WARRANT I HAVE READ THE ABOVE AGREEMENT, UNDERSTAND AND CONSENT TO ITS TERMS AND HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT.

RAINBOW MUNICIPAL WATER DISTRICT

JOHN K. HASKETT LIVING TRUST

By: _____

By:  _____

Title: _____

Title: TRUSTEE _____

Date: _____

Date: 8/3/2015 _____

RECORDING REQUESTED BY:

Rainbow Municipal Water District

WHEN RECORDED RETURN TO:

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

NO FEE REQUIRED PER
GOVERNMENT CODE SECTION 6103

GRANT OF RIGHT OF WAY

DEED TRANSFER TAX: \$ 0
EXEMPT UNDER SEC. 11922 OF
REVENUE TAXATION CODE

Parcel No. **127-530-01**

For valuable consideration **JOHN K. HASKETT LIVING TRUST** as Grantor, hereby grants to Rainbow Municipal Water District, A Municipal Corporation, organized under the Municipal Water District Act of 1911 as amended, as Grantee, its successors and assigns, an easement and right of way **20 feet** in width in, upon, over, under, and across the lands hereinafter described, to erect, install, construct, reconstruct, replace, repair, alter, operate, maintain, inspect and use a pipeline or pipelines for any and all purposes, together with any easement roads and appurtenances within the right-of-way including but not limited to conduits and cables for communication purposes, at such location and elevations, upon, along, over and under the hereinafter described right-of-way as Grantee may now or hereafter deem convenient and necessary from time to time, together with right of ingress thereto and egress therefrom to and along said right-of-way by a practical route or routes, in, upon, over, and across the hereinafter described lands, together with the right to clear and keep clear said right-of-way from buildings and structures.

The lands in which said easement of right-of-way is hereby granted are situated in the County of San Diego, State of California, and are particularly described as follows, to wit:

See Exhibit "A" and "B"

Grantor hereby also grants to grantee the temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the terms of the easement granted herein.

It is further understood and agreed that no other easement or easements shall be granted on, under, over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said grantee.

Grantor and **ITS** successors and assigns shall not erect or construct, or permit to be erected or constructed, any building, fences, walls, or other structures of any kind and no trees shall be installed, constructed, erected, placed, planted or maintained in any portion of the easement and right-of-way, and no shrubs or other, plants or vegetation shall be placed, planted or maintained in the portion of the easement and right-of-way which is included within any road, and that no changes in the alignment or grading of any such road will be made without prior written consent of Grantee. It is further understood and agreed the grantor shall not drill any well or wells within the limits of said right-of-way.

Grantee shall have the right to construct and utilize an access road within said easement and shall have the right to erect, maintain and use gates in all of Grantor's fences which now cross or shall hereafter cross said route or routes, and to trim and cut and clear away any trees and brush whenever in its

18-6

judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted, the right to transfer and assign this easement in whole or in part being hereby granted to the Grantee.

It is also understood and agreed by the parties hereto that the Grantor and successors or assigns, shall not increase or decrease, or permit to be increased or decreased the existing ground elevations of the above described right-of-way, existing at the time this document is executed, without the previous written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor(s) executed this instrument this 12th day of August, 2015.

GRANTOR:

John K. HASKETT
(Print Name)
TRUSTEE
(Print Name)

[Signature]
(Sign Name)
[Signature]
(Sign Name)

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

State of California)

County of San Diego)

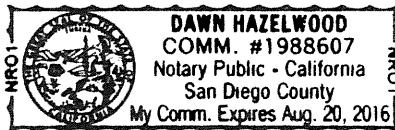
On 8.4.15, before me, Dawn Hazelwood, Notary Public

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Right of Way dated **August 12, 2015** from **JOHN K. HASKETT LIVING TRUST**, to the Rainbow Municipal Water District, organized under the Municipal Water District Act of 1911, is hereby accepted by order of Board of Director's Resolution No.02-13, dated July 3, 2002, authorizing the General Manager to accept and record Grants of Right of Way on behalf of said District.

RAINBOW MUNICIPAL WATER DISTRICT

Dated _____ By _____
General Manager

Project _____
Water Atlas Page No. _____ Checked by: _____ Date: _____

18-7

#9301-12/17/14
APN 127-530-01
HASKETT TO RMWD
URNER LINE NO. 2

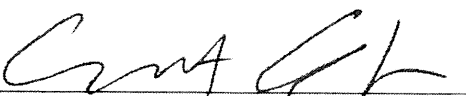
EXHIBIT "A"

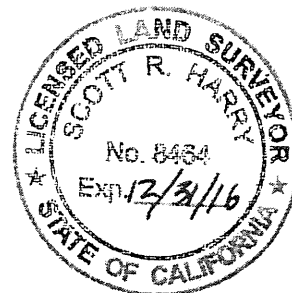
AN EASEMENT FOR PIPELINES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 20.00 FEET IN WIDTH, LYING WITHIN PARCEL 1 OF PARCEL MAP NO. 5060 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 2, 1976 AS FILE NO. 76-288876 OF OFFICIAL RECORDS, THE CENTERLINE OF SAID 20.00 FOOT STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 4 OF SAID PARCEL MAP NO. 5060; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL 4, SOUTH 00°16'40" EAST, A DISTANCE OF 10.00 FEET; THENCE LEAVING SAID EAST BOUNDARY, SOUTH 88°48'05" WEST, A DISTANCE OF 681.53 FEET; THENCE NORTH 82°57'47" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 89°21'25" WEST, A DISTANCE OF 1,109.47 FEET; THENCE NORTH 89°27'09" WEST, A DISTANCE OF 1,280.53 FEET; THENCE NORTH 00°47'23" WEST, A DISTANCE OF 192.00 FEET; THENCE NORTH 89°29'59" WEST, A DISTANCE OF 1,323.00 FEET, BEING THE WESTERLY TERMINUS OF THE CENTERLINE IN EASEMENT DESCRIBED IN DEED GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2 1980 AS FILE NO. 80-113076, OF OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**; THENCE NORTH 56°43'32" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 85°44'44" WEST, A DISTANCE OF 321.59 FEET; THENCE NORTH 79°00'00" WEST, A DISTANCE OF 78.10 FEET; THENCE NORTH 89°37'04" WEST, A DISTANCE OF 87.52 FEET; THENCE NORTH 77°57'48" WEST, A DISTANCE OF 121.14 FEET TO THE WEST BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 5060, BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 20.00 FOOT STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EAST AT THE SIDELINES OF THAT 20.00 FOOT WIDE EASEMENT DESCRIBED IN DEED TO RAINBOW MUNICIPAL WATER DISTRICT, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2, 1980 AS FILE NO. 80-113076, OF OFFICIAL RECORDS AND IN THE WEST AT THE WEST BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 5060.

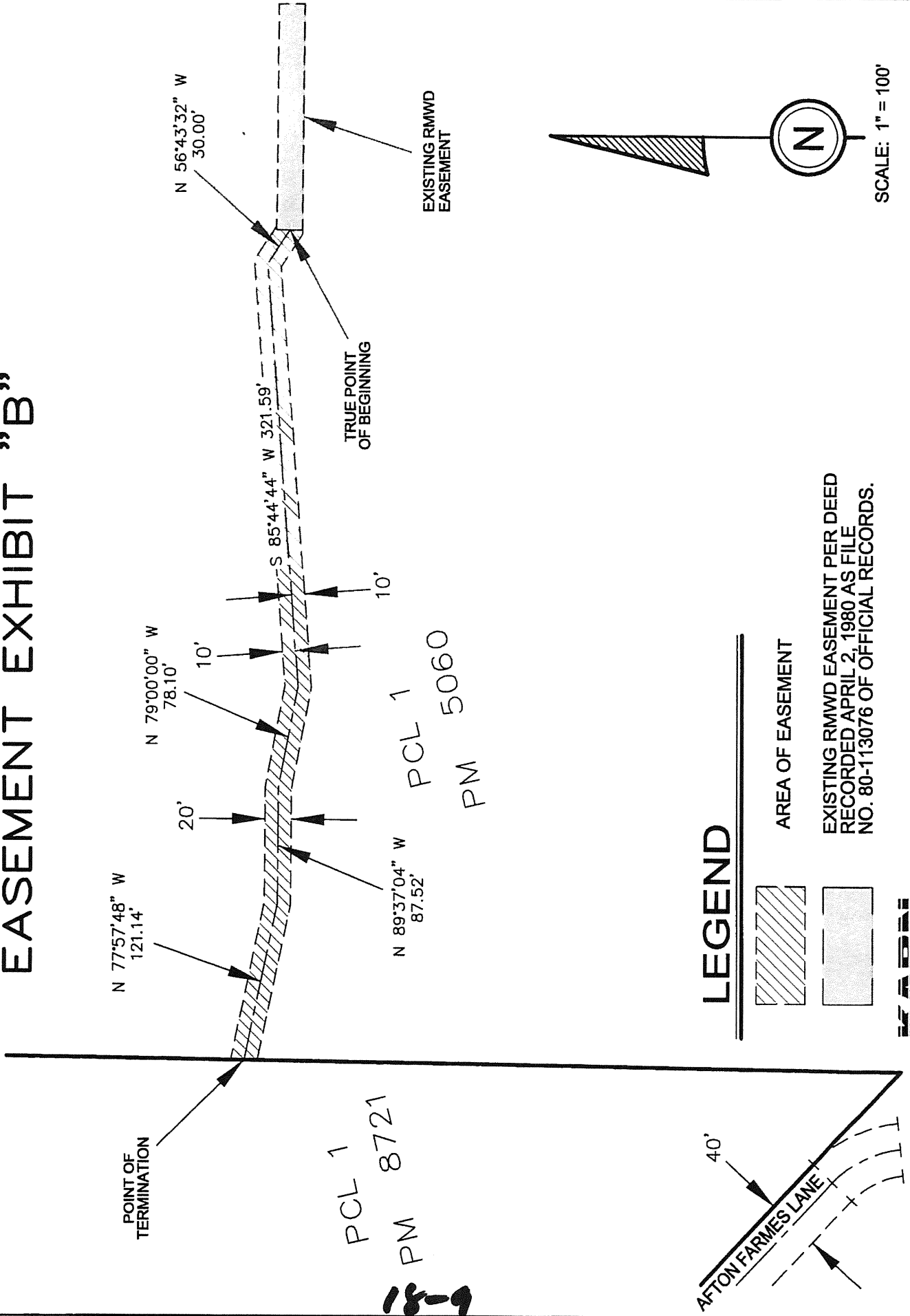
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.


SCOTT HARRY LS 8464 1-8-15



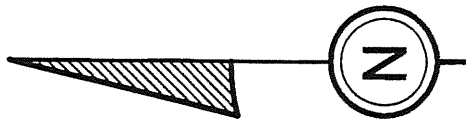
18-8

EASEMENT EXHIBIT "B"



LEGEND

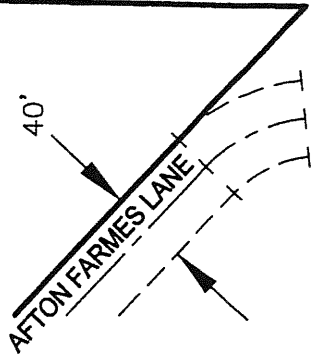
-  AREA OF EASEMENT
-  EXISTING RMWD EASEMENT PER DEED RECORDED APRIL 2, 1980 AS FILE NO. 80-113076 OF OFFICIAL RECORDS.



SCALE: 1" = 100'

PCL 1
PM 8721

PCL 1
PM 5060



RECORDING REQUESTED BY:

Rainbow Municipal Water District

WHEN RECORDED RETURN TO:

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

NO FEE REQUIRED PER
GOVERNMENT CODE SECTION 6103

GRANT OF RIGHT OF WAY

DEED TRANSFER TAX: \$ 0
EXEMPT UNDER SEC. 11922 OF
REVENUE TAXATION CODE

Parcel No. **127-500-22**

For valuable consideration **JOHN K. HASKETT LIVING TRUST** as Grantor, hereby grants to Rainbow Municipal Water District, A Municipal Corporation, organized under the Municipal Water District Act of 1911 as amended, as Grantee, its successors and assigns, an easement and right of way **20 feet** in width in, upon, over, under, and across the lands hereinafter described, to erect, install, construct, reconstruct, replace, repair, alter, operate, maintain, inspect and use a pipeline or pipelines for any and all purposes, together with any easement roads and appurtenances within the right-of-way including but not limited to conduits and cables for communication purposes, at such location and elevations, upon, along, over and under the hereinafter described right-of-way as Grantee may now or hereafter deem convenient and necessary from time to time, together with right of ingress thereto and egress therefrom to and along said right-of-way by a practical route or routes, in, upon, over, and across the hereinafter described lands, together with the right to clear and keep clear said right-of-way from buildings and structures.

The lands in which said easement of right-of-way is hereby granted are situated in the County of San Diego, State of California, and are particularly described as follows, to wit:

See Exhibit "A" and "B"

Grantor hereby also grants to grantee the temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the terms of the easement granted herein.

It is further understood and agreed that no other easement or easements shall be granted on, under, over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said grantee.

Grantor and **ITS** successors and assigns shall not erect or construct, or permit to be erected or constructed, any building, fences, walls, or other structures of any kind and no trees shall be installed, constructed, erected, placed, planted or maintained in any portion of the easement and right-of-way, and no shrubs or other, plants or vegetation shall be placed, planted or maintained in the portion of the easement and right-of-way which is included within any road, and that no changes in the alignment or grading of any such road will be made without prior written consent of Grantee. It is further understood and agreed the grantor shall not drill any well or wells within the limits of said right-of-way.

Grantee shall have the right to construct and utilize an access road within said easement and shall have the right to erect, maintain and use gates in all of Grantor's fences which now cross or shall hereafter cross said route or routes, and to trim and cut and clear away any trees and brush whenever in its

1870

judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted, the right to transfer and assign this easement in whole or in part being hereby granted to the Grantee.

It is also understood and agreed by the parties hereto that the Grantor and successors or assigns, shall not increase or decrease, or permit to be increased or decreased the existing ground elevations of the above described right-of-way, existing at the time this document is executed, without the previous written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor(s) executed this instrument this 12th day of August, 2015.

GRANTOR:

John K. HASKETT
(Print Name)
TRUSTEE
(Print Name)

[Signature]
(Sign Name)
[Signature]
(Sign Name)

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

State of California)

County of San Diego)

On 8.4.15, before me, Dawn Hazelwood, Notary Public

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Right of Way dated **August 12, 2015** from JOHN K HASKETT LIVING TRUST, to the Rainbow Municipal Water District, organized under the Municipal Water District Act of 1911, is hereby accepted by order of Board of Director's Resolution No.02-13, dated July 3, 2002, authorizing the General Manager to accept and record Grants of Right of Way on behalf of said District.

RAINBOW MUNICIPAL WATER DISTRICT

Dated _____ By _____
General Manager

Project _____
Water Atlas Page No. _____ Checked by: _____ Date: _____

18-11

#9301-12/17/14
APN 127-500-22
HASKETT TO RMWD
URNER LINE NO. 2

EXHIBIT "A"

AN EASEMENT FOR PIPELINES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 20.00 FEET IN WIDTH, LYING WITHIN PARCEL 1 OF PARCEL MAP NO. 8721 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 17, 1979 AS FILE NO. 79-204176 OF OFFICIAL RECORDS, THE CENTERLINE OF SAID 20.00 FOOT STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 4 OF PARCEL MAP NO. 5060 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 2, 1976 AS FILE NO. 76-288876 OF OFFICIAL RECORDS; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL 4, SOUTH 00°16'40" EAST, A DISTANCE OF 10.00 FEET; THENCE LEAVING SAID EAST BOUNDARY, SOUTH 88°48'05" WEST, A DISTANCE OF 681.53 FEET; THENCE NORTH 82°57'47" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 89°21'25" WEST, A DISTANCE OF 1,109.47 FEET; THENCE NORTH 89°27'09" WEST, A DISTANCE OF 1,280.53 FEET; THENCE NORTH 00°47'23" WEST, A DISTANCE OF 192.00 FEET; THENCE NORTH 89°29'59" WEST, A DISTANCE OF 1,323.00 FEET, BEING THE WESTERLY TERMINUS OF THE CENTERLINE IN EASEMENT DESCRIBED IN DEED GRANTED TO RAINBOW MUNICIPAL WATER DISTRICT, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 2 1980 AS FILE NO. 80-113076, OF OFFICIAL RECORDS; THENCE NORTH 56°43'32" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 85°44'44" WEST, A DISTANCE OF 321.59 FEET; THENCE NORTH 79°00'00" WEST, A DISTANCE OF 78.10 FEET; THENCE NORTH 89°37'04" WEST, A DISTANCE OF 87.52 FEET; THENCE NORTH 77°57'48" WEST, A DISTANCE OF 121.14 FEET TO THE WEST BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 5060, BEING THE EAST BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 8721, ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE NORTH 77°57'48" WEST, A DISTANCE OF 19.22 FEET; THENCE SOUTH 89°44'25" WEST, A DISTANCE OF 166.93 FEET; THENCE SOUTH 79°13'39" WEST, A DISTANCE OF 54.63 FEET; THENCE SOUTH 54°24'53" WEST, A DISTANCE OF 82.77 FEET; THENCE SOUTH 11°56'56" WEST, A DISTANCE OF 14.11 FEET; THENCE SOUTH 10°33'04" EAST, A DISTANCE OF 80.53 FEET; THENCE SOUTH 21°48'04" EAST, A DISTANCE OF 127.54 FEET; THENCE SOUTH 02°18'14" EAST, A DISTANCE OF 10.17 FEET TO THE SOUTH BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 8721, BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID 20.00 FOOT STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EAST AT THE EAST BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 8721 AND IN THE SOUTH AT THE SOUTH BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 8721, BEING THE NORTHERLY SIDELINE OF EASEMENT SHOWN ON SAID PARCEL MAP NO. 8721, AS "PROPOSED PRIVATE ROAD EASEMENT".

18-12

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

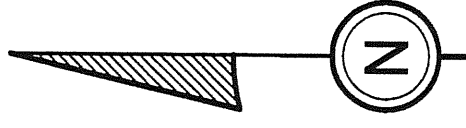
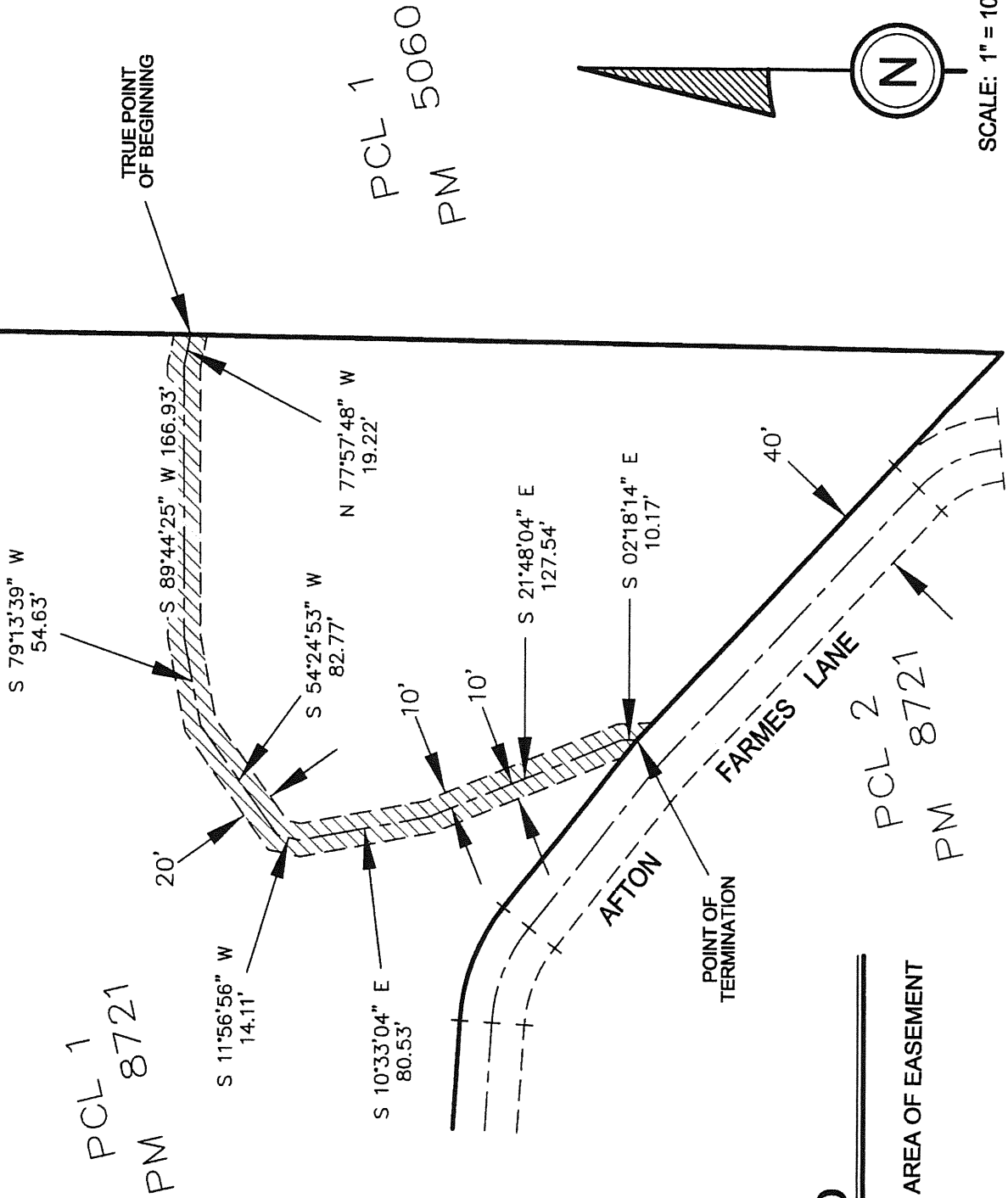
Scott Harry 1-8-15
SCOTT HARRY LS 8464



18-13

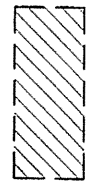
EASEMENT EXHIBIT "B"

1874



SCALE: 1" = 100'

LEGEND



AREA OF EASEMENT

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Discussion and Possible Action to Appoint New Communications Committee Member

DESCRIPTION

The Communications Committee recommends that the Board appoint Ms. Elysian Kurnik as a member of the Communications Committee.

POLICY

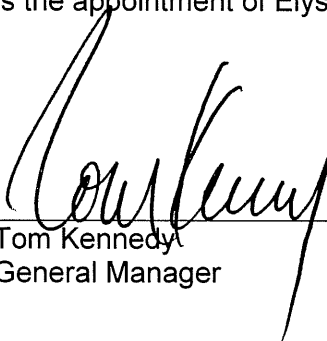
Administrative Code Section 2.09; Committees

BOARD OPTIONS/FISCAL IMPACTS

The Board may make the appointment.

STAFF RECOMMENDATION

Staff Recommendation: The Board approves the appointment of Elysian Kurnik as a member of the Communications Committee.



Tom Kennedy
General Manager

August 25, 2015



BOARD ACTION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

CONSIDER BALLOT FOR ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) REGION 10 BOARD OF DIRECTORS ELECTION

DESCRIPTION

The District is a member of ACWA and as such participates in the election of officers and board members for both regional groups and statewide groups. The attached ballot contains the nominees for the various open positions. An ACWA nominating committee has a recommended slate of candidates that the Board could choose to elect en-masse, or you may choose individually from the candidate list.

The ballot is attached. Staff will take Board direction and submit the ballot to ACWA.

POLICY

N/A

BOARD OPTIONS/FISCAL IMPACTS

There are no fiscal impacts for this Agenda item.

STAFF RECOMMENDATION

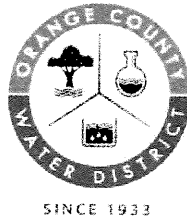
Staff supports direction

Tom Kennedy
General Manager

August 25, 2015

DIRECTORS

PHILIP L. ANTHONY
DENIS R. BILODEAU, P.E.
SHAWN DEWANE
JAN M. FLORY
CATHY GREEN
DINA NGUYEN
ROMAN A. REYNA
STEPHEN R. SHELDON
HARRY S. SIDHU, P.E.
ROGER C. YOH, P.E.



OFFICERS

President
CATHY GREEN

First Vice President
DENIS R. BILODEAU, P.E.

Second Vice President
PHILIP L. ANTHONY

General Manager
MICHAEL R. MARKUS, P.E., D.WRE

ORANGE COUNTY WATER DISTRICT
ORANGE COUNTY'S GROUNDWATER AUTHORITY

August 12, 2015

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

RE: Request for your vote in support of Cathy Green for ACWA Region 10 Board Vice Chair

Dear President Sanford and Board of Directors:

On behalf of Orange County Water District (OCWD), it is a great honor to recommend Cathy Green for election to the Association of California Water Agencies (ACWA) Region 10 board as Vice Chair. The ACWA Region 10 nominating committee put Cathy Green on the slate for Vice Chair of ACWA Region 10, with good reason.

Cathy Green has served as an ACWA Region 10 Director, an ACWA State Legislative Committee member, and on ACWA's Water Quality committees since 2012. Additionally, she has participated on the Water Advisory Committee of Orange County (WACO).

Cathy Green was elected to the OCWD Board of Directors in November 2010 and was re-elected in 2012. She was selected by the board to serve as its 2013 and 2014 1st Vice President and as its 2015 President.

Prior to President Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as Mayor.

President Green was involved as a council liaison and committee member on many city boards, commissions and committees. In addition, President Green is a registered nurse and holds a degree in law. Due to her extensive leadership role in local government, her experience and guidance at OCWD, WACO and ACWA and her extensive knowledge of water-related issues facing ACWA Region 10, I would appreciate your organization's vote for Cathy Green's continued representation on the ACWA Region 10 Board as Board Vice Chair. If you have any questions or need additional information, please do not hesitate to contact me at mmarkus@ocwd.com or at (714) 378-3305. Thank you for your consideration.

Sincerely,

Michael R. Markus, P.E., D.WRE, BCEE, F.ASCE
General Manager

CC: Tom Kennedy ✓

20-2

Clear Form



Association
of California
Water Agencies
Since 1910
Leadership • Advocacy
Information • Service

Please return completed ballot
by September 30, 2015

E-mail: anat@acwa.com

Mail: ACWA
910 K Street, Suite 100
Sacramento, CA 95814

General Voting Instructions:

1 You may either vote for the slate recommended by the Region 10 Nominating Committee or vote for individual region board members (please note rules & regulations for specific qualifications). Mark the appropriate box to indicate your decision.

2 Complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Region 10 Rules & Regulations:

The chair and vice chair shall be from different counties. The 2016-2017 Term shall consist of a Chair and 2 Board Members from San Diego County and a Vice Chair and 3 Board Members from Orange County. At least one of the chair or vice chair positions must be an elected/appointed director from a member agency.

Submit

1 Nominating Committee's Recommended Slate

I concur with the Region 10 Nominating Committee's recommended slate below.

Chair:

- **Brian J. Brady**, General Manager, Fallbrook Public Utility District (San Diego County)

Vice Chair:

- **Cathy Green**, President, Orange County Water District (Orange County)

Board Members:

- **Jim Atkinson**, Director, Mesa Water District (Orange County)
- **Charles T. Gibson**, Director, Santa Margarita Water District (Orange County)
- **Larry McKenney**, Metropolitan Water District Director, Municipal Water District of Orange County (Orange County)
- **Richard L. Vasquez**, Director, Vista Irrigation District (San Diego County)
- **DeAna Verbeke**, Board President, Helix Water District (San Diego County)

Individual Board Candidate Nominations

(See Rules & Regulations before selecting)

I do not concur with the Region 10 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

Candidates for Chair: (Choose one)

- Brian J. Brady**, General Manager, Fallbrook Public Utility District (San Diego County)

Candidates for Vice Chair: (Choose one)

- Cathy Green**, President, Orange County Water District (Orange County)
- Larry McKenney**, Metropolitan Water District Director, Municipal Water District of Orange County (Orange County)

Candidates for Board Members: (Max of 5 choices)

- Jim Atkinson**, Director, Mesa Water District (Orange County)
- Brian J. Brady**, General Manager, Fallbrook Public Utility District (San Diego County)
- Charles T. Gibson**, Director, Santa Margarita Water District (Orange County)
- Cathy Green**, President, Orange County Water District (Orange County)
- Hal J. Martin**, Director, Vallecitos Water District (San Diego County)
- Larry McKenney**, Metropolitan Water District Director, Municipal Water District of Orange County (Orange County)
- Richard L. Vasquez**, Director, Vista Irrigation District (San Diego County)
- DeAna Verbeke**, Board President, Helix Water District (San Diego County)

2

AGENCY NAME

20-3

AUTHORIZED REPRESENTATIVE

DATE

ACWA Region 10
Rules & Regulations

Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association (ACWA Bylaw V, 6.).

Officers

The chair and vice chair shall be from different counties.

At least one of the chair or vice chair positions must be an elected/appointed director from a member agency.

The region board members shall alternate every two years with three from one county and two from the other. The county from which the chair comes from shall have two region board members and the county from which the vice chair comes from shall have three region board members.

The chair will provide the region secretary.

Meetings

The region will hold at least quarterly meetings, including the ACWA spring and fall conferences.

The region chair will determine when and if nonmembers are invited to regional activities or events.

Attendance

If a region chair or vice chair is no longer allowed to serve on the Board of Directors due to his / her attendance, the region board shall appoint from the existing region board a new region officer. (ACWA Policy & Guideline Q, 1.)

If a region chair or vice chair misses three consecutive region board / membership meetings, the same process shall be used to backfill the region officer position. (ACWA Policy & Guideline Q, 1.)

If a region board member has three consecutive unexcused absences from a region board meeting or general membership business meeting, the region board will convene to discuss options for removal of the inactive board member. If the vacancy causes the board to fail to meet the minimum requirement of five board members, the region must fill the vacancy according to its rules and regulations. (ACWA Policy & Guideline Q, 3.)

Elections

All nominations received for the region chair, vice chair and board positions must be accompanied by a resolution of support from each sponsoring member agency, signed by an authorized representative of the Board of Directors. Only one individual may be nominated from a given agency to run for election to a region board. Agencies with representatives serving on the nominating committees should strive not to submit nominations for the region board from their agency. (ACWA Policy & Guideline P, 2.)

Election ballots will be e-mailed to ACWA member agency general managers and presidents.

The nominating committee shall consist of four persons, two from each county.

The nominating committee shall pursue qualified members within the region to run for the region board and consider geographic diversity, agency size and focus in selecting a slate.

A member of the nominating committee cannot be nominated by the committee for an elected position.

See current region election timeline for specific dates.

Endorsements

ACWA, as a statewide organization, may endorse potential nominees and nominees for appointment to local, regional, and statewide commissions and boards. ACWA's regions may submit a recommendation for consideration and action to the ACWA Board of Directors to endorse a potential nominee or nominee for appointment to a local, regional or statewide commission or board. (ACWA Policy & Guideline P, 3.)

Committee Recommendations & Representation

All regions are given equal opportunity to recommend representatives of the region for appointment to a standing or regular committee of the Association. If a region fails to provide full representation on all ACWA committees, those committee slots will be left open for the remainder of the term or until such time as the region designates a representative to complete the remainder of the term. (ACWA Policy & Guideline P, 4. A.)

At the first region board / membership meeting of the term, regions shall designate a representative serving on each of the standing and regular committees to serve as the official reporter to and from the committee on behalf of the region to facilitate input and communication. (ACWA Policy & Guideline P, 4. B.)

The chair and vice chair will recommend an official alternate for excused committee members.

Tours

ACWA may develop and conduct various tours for the regions. All tour attendees must sign a "release and waiver" to attend any and all region tours. Attendees agree to follow environmental guidelines and regulations in accordance with direction from ACWA staff; and will respect the rights and privacy of other attendees. (ACWA Policy & Guideline P, 6.)

Finances

See "Financial Guidelines for ACWA Region Events" document.

Amending the Region Rules & Regulations

ACWA policies and guidelines can be amended by approval of the ACWA Board of Directors.

The region 10 rules and regulations can be changed at any time with advanced written notice to member agencies.



BOARD ACTION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

CONSIDER CALL FOR NOMINATIONS FOR POSITIONS ON THE SAN DIEGO LOCAL AGENCY FORMATION COMMISSION (LAFCO) AND ON THE LAFCO SPECIAL DISTRICT ADVISORY COMMITTEE

DESCRIPTION

The District is a member of the San Diego LAFCO and is eligible to submit candidates for both the main LAFCO commission as well as the Special District Advisory Committee. Over the last two years, the District has become very aware of LAFCO and its role in our region. This call for nominations gives the RMWD Board the opportunity to consider whether or not to get more deeply involved in LAFCO.

For the Commission itself, there are two regular seats and one alternate seat reserved for Special Districts. These seats may only be filled by Board members of a special District. Of the two regular seats, one is vacant and the other is filled by Jo MacKenzie of Vista Irrigation District. Ed Sprague of Olivenhain fills the Alternate seat and has been voting as a regular member since the regular seat became vacant after the November 2014 elections. Mr. Sprague is running for the regular seat that is up for election now.

The Special District Advisory Committee (SDAC) can have members that are either Board members or staff of Special Districts. Only one person per agency can serve on the SDAC and candidates may not run for both the LAFCO commission and the SDAC at the same time.

POLICY

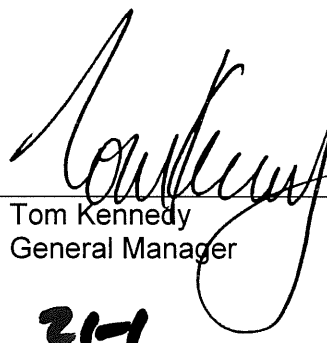
N/A

BOARD OPTIONS/FISCAL IMPACTS

There are no fiscal impacts for this Agenda item.

STAFF RECOMMENDATION

Staff supports direction



Tom Kennedy
General Manager

21-1

August 25, 2015



Chairman

Bill Horn
County Board of
Supervisors

August 7, 2015

Vice Chairman

Sam Abed
Mayor
City of Escondido

TO: Independent Special District in San Diego County

FROM: Executive Officer
Administrative Assistant

Members

Dianne Jacob
County Board of
Supervisors

Andrew Vanderlaan
Public Member

Lorie Zapf
Councilmember
City of San Diego

Lorraine Wood
Councilmember
City of Carlsbad

Jo MacKenzie
Vista Irrigation District

Vacant
Special District

Alternate Members

Greg Cox
County Board of
Supervisors

Chris Cate
Councilmember
City of San Diego

Racquel Vasquez
Councilmember
City of Lemon Grove

Ed Sprague
Olivenhain Municipal
Water District

Harry Mathis
Public Member

Executive Officer

Michael D. Ott

Legal Counsel

Michael G. Colantuono

SUBJECT: Call for Nominations

Nominations are being solicited for two positions on the San Diego Local Agency Formation Commission (LAFCO), and eight positions on LAFCO's Special Districts Advisory Committee.

With respect to the Commission positions, nominations are sought for: one regular commissioner position with a term expiring in May 2017, and one alternate commissioner position with a term expiring in May 2019. Candidates for the alternate position should be aware that the upcoming election for this position is conditional because the incumbent alternate member (Ed Sprague) will be a candidate for the regular Commission position. If Mr. Sprague is not elected to the regular position, he will return for the remainder of his term as alternate special district member. In addition, to establish an appropriate staggering system for all commission positions, a term extension is proposed for one regular commissioner position currently occupied by Jo MacKenzie and the vacant regular position with the term expiring in 2017. If agreed to by voting members, Ms. MacKenzie's term would be extended from 2016 to 2020, and the vacant position with a term expiring in 2017 would be extended to 2019. In terms of qualifications, please note that regular and alternate commissioners serve four-year terms. Commissioners must be members of the legislative body of an independent special district who reside within San Diego County, but may not be members of the legislative body of a city or county (*Government Code Section 56332*).

Nominations are also being sought for eight (8) positions on LAFCO's Special Districts Advisory Committee. Members of LAFCO's Special Districts Advisory Committee may be either a district officer or staff member, but may not be a member on LAFCO. In accordance with the Committee's Rules, the number of candidates and members of the Advisory Committee representing the same agency must be limited to

one. In addition, a candidate for the Advisory Committee may not also be a candidate for the Commission. The Advisory Committee consists of 16 members elected to four-year terms. The terms for eight of the positions on the Committee will expire in 2015; the terms for the other eight positions on the Committee will expire in 2019.

All districts are encouraged to submit nominations. **The deadline for receipt of all commission and committee nominations is October 9, 2015.** A mailed ballot election will be conducted from December 4, 2015 to February 26, 2016 after a Candidates Forum is held in conjunction with the November 19, 2015 California Special Districts Association (CSDA) quarterly dinner meeting. A list of Commissioner and Committee incumbents is attached (Attachment 1).

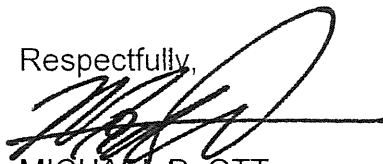
Please use the attached nomination/resume form (Attachment 2). This form may also be downloaded at the link below, and be sure that the form specifies whether the nomination is for the LAFCO regular or alternate district Commissioner position or the Special Districts Advisory Committee. Only the one-page nomination/resume form will be distributed with the official voting ballot. The nomination form should be signed by, or with authority of, the district presiding officer. Facsimile (FAX) Copies of nominations are permitted, if necessary, to meet the submission deadline, but an original form must be furnished as soon as possible thereafter. Again, the deadline for receipt of nominations is **October 9, 2015**. Please send nominations to:

*Executive Officer
San Diego LAFCO
9335 Hazard Way, Suite 200
San Diego, CA 92123*

All nominations received by the deadline will be reviewed by a nominating committee. The nominating committee's report and copies of all nomination forms submitted will be included with the ballots and voting instructions. These materials will be mailed on December 4, 2015.

Please contact Tamaron Lockett at (858) 614-7755, if you have any questions regarding this letter. As required by the Rules, please acknowledge receipt of this letter calling for nominations by completion and return of the form attached (Attachment 3).

Respectfully,



MICHAEL D. OTT
Executive Officer



TAMARON LUCKETT
Administrative Assistant

MDO:TL/trl

Attachments (3)

No. 1: List of Incumbents

No. 2: Nomination/Resume Form (<http://www.sdlafco.org/WhatsNew/2015Nomination.doc>)

No. 3: Acknowledgement of Receipt Form

**2015 LAFCO & SPECIAL DISTRICTS ADVISORY COMMITTEE
CALL FOR NOMINATIONS
LIST OF INCUMBENTS**

Incumbent Regular and Alternate LAFCO Special District Member Term Expires

Jo MacKenzie (Regular) Vista Irrigation District	May 4, 2016*
Vacant (Regular) Special District	May 1, 2017**
Edmund Sprague (Alternate) Olivenhain Municipal Water District	May 6, 2019***

* *The term of the regular member expires on May 4, 2016, but will be extended to 2020 if approved by a majority of special districts.*

** *The term of the vacant regular member position expires on May 1, 2017, but will be extended to 2019, if approved by a majority of special districts.*

*** *The term of the alternate member expires on May 6, 2019, but the incumbent may continue to serve the remainder of the term as an alternate special district member, if not elected to the regular position.*

Incumbent Special District Advisory Committee Members Term Expires

Gary Croucher (Otay Water District)	October 16, 2015
Judy Hanson (Leucadia WWD)	October 16, 2015
Greg Thomas (Rincon del Diablo MWD)	October 16, 2015
John Pastore (Rancho Santa Fe CSD)	October 16, 2015
Tom Pocklington (Bonita-Sunnyside FPD)	October 16, 2015
Janine Sarti (Palomar Health)	October 16, 2015
Kimberly Thorner (Olivenhain Municipal Water District)	October 16, 2015
Vacant	October 16, 2015
Gary Arant (Valley Center MWD)	October 14, 2016
Julie Nygaard (Tri-City Health Care District)	October 14, 2016
Bill Haynor (Whispering Palms CSD)	October 14, 2016
Margarette Morgan (Vista Fire Protection District)	October 14, 2016
Augie Scalzitti (Padre Dam MWD)	October 14, 2016
Dennis Shepard (North County Cemetery District)	October 14, 2016
Teresa Thomas (South Bay Irrigation District)	October 14, 2016
Joel Scalzitti (Helix Water District)	October 14, 2016

DATE RECEIVED
BY LAFCO:

2015 LOCAL AGENCY FORMATION COMMISSION
NOMINATION / RESUME

(Office Use)

NOMINATED BY:	
District Name:	
District Phone:	
NAME OF NOMINEE:	
Name:	
Address:	
Phone:	
NOMINATED FOR:	
<i>Please check <u>one</u> box Refer to the List of Incumbents.</i>	LAFCO POSITION: () Regular Special District Member (Term expires in 2017) () Alternate Special District Member (Term expires in 2019)
	SPECIAL DISTRICTS ADVISORY COMMITTEE POSITION: () Special Districts Advisory Committee (Term expires in 2019)
DISTRICT EXPERIENCE:	
LAFCO EXPERIENCE:	
ADDITIONAL INFORMATION:	
Print name:	Presiding Officer Authorized Signature:

**In accordance with Government Code Section 56332, LAFCO Regular and Alternate Special District Commissioners must be members of the legislative body of an independent Special District who reside in San Diego County.*

This form can be downloaded at the following link: <http://www.sdlafco.org/WhatsNew/2015Nomination.doc>.

ATTACHMENT 2

21-5

2015 SPECIAL DISTRICTS MAILED-NOMINATION LETTER
ACKNOWLEDGMENT OF RECEIPT FORM

(Name of District)

has received notification of LAFCO's Commission and Special Districts Advisory Committee nomination request.

(Authorized Signature)

(Print Name)

Date: _____

Return this form to:

Executive Officer
San Diego LAFCO
9335 Hazard Way, Suite 200
San Diego, CA 92123

ATTACHMENT 3

21-6

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS RELATED TO THE FPUD REORGANIZATION AND DISSOLUTION APPLICATION TO LAFCO

DESCRIPTION

RMWD continues to review matters related to the FPUD reorganization and dissolution application to LAFCO. This action item will provide for discussion and possible action on the items listed below and to discuss any other issues, concerns or comments regarding this matter.

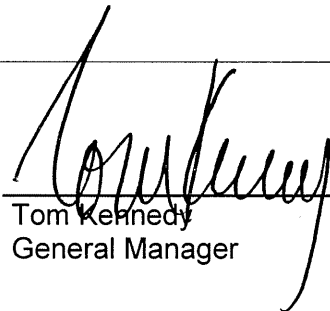
- A. Ad Hoc Committee Update

BOARD OPTIONS/FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

N/A



Tom Kennedy
General Manager

8/25/2015

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

VARIABLE					
DATE	2015	MEETING	LOCATION	ATTENDEES	POST
September	10	SDCWA Special Board Meeting	SDCWA	GM	N/A
September	*	CSDA – San Diego Chapter	(Location to be Announced) 6:00 p.m.	GM	N/A
September	*	LAFCO Special Meeting	County Admin Center, Room 358 – 9:30am	Sanford (As Advised by GM)	N/A
September	*	Santa Margarita Watershed Council	Rancho California Water District	Sanford	N/A

* To Be Announced

23A1-1

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

RECURRING						
DATE	2015	MEETING	LOCATION	ATTENDEES	POST	
September	2	Engineering Committee Meeting	RMWD Board Room 3:00 p.m.	Appointed Director, General Manager	8/30	
September	8	Budget & Finance Committee Mtg.	RMWD Board Room 1:00 p.m.	Appointed Director, General Manager	8/30	
September	14	LAFCO	County Admin. Center Room 358 9:00 am	Sanford (As Advised by GM)	N/A	
September	15	SDCWA GM's Meeting	SDCWA, San Diego 9:30 a.m.	General Manager	N/A	
September	15	Council of Water Utilities	Stoneridge Country Club 7:15 a.m. Poway	All Directors, General Manager	9/10	
September	16	RMWD General Board	RMWD Board Room (Start Time to Be Determined)	All Directors	9/10	
September	18	NC Managers	Golden Egg 7:45 a.m.	General Manager	N/A	
September	23	North County Water Group	Rincon Del Diablo, Escondido 7:30 a.m.	All Directors on a Rotating Schedule, General Manager	N/A	
September	24	SDCWA Full Board Meeting	SDCWA Board Room, 3-5 p.m.	General Manager	N/A	
September	28	San Luis Rey Watershed Council	Fallbrook Public Utility District 1:00 p.m.	Walker	N/A	

23A1-2

MEETINGS/SEMINARS/CONFERENCES/WORKSHOPS

- **CHANGES – ADDITIONS - DELETIONS:**

1. Due to the LAFCO public hearing regarding FPUD's application to dissolve RMWD will be held on September 14, 2015, the Communications Committee will not meet in the month of September.
2. On July 28, 2015, the Board voted to move the September 22, 2015 regular Board meeting to September 16, 2015 at 1:00 p.m.

234-3



BOARD INFORMATION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Construction & Maintenance Report

DESCRIPTION

Activities for Construction & Maintenance Division

Occurrences for July: 17

Main Line	2
Air/Vac	7
Blow-Off	1
Wharfhead	1
Valve	0
Fire Hydrant	2
Meter Lateral	4
Damage Done by Individuals	0

Total for 2015-2016 fiscal YTD: 17

Main Line	2
Air/Vac	7
Blow-Off	1
Wharfhead	1
Valve	0
Fire Hydrant	2
Meter Lateral	4
Damage Done by Individuals	0

A. The locations of failures are as follows:

Main Line Repairs

Job #	Date Reported	GPM	Status	Location	Cause
4232	7/1/15	1	Completed	Rancho Heights	Wear out 14" CMLC
4233	7/21/15	400	In progress	Via Maria Elena	Wear out 6" CMLC

Air Vac Repairs

Job #	Date Reported	GPM	Status	Location	Cause
26360	6/29/15	N/A	Completed	Daisy Lane	Broken stem 1" Brass
26361	7/8/15	N/A	Completed	Daisy Lane	Update to standards 1" Brass
26362	7/15/15	2	Completed	Stewart Canyon Road	Wear out 2" Brass

2301-1

Air Vac Repairs (Cont'd.)

Job #	Date Reported	GPM	Status	Location	Cause
26363	7/21/815	N/A	Completed	El Paseo	Update to standards 1" Brass
26364	7/21/15	N/A	Completed	Buckshot Canyon Road	Update to standards 1" Brass
26365	7/23/15	N/A	Completed	Rice Canyon Road	Maintenance 1" Brass
26366	7/30/15	1	In progress	Wilt Road	Wear out 1" Brass
26367	7/30/15	1	In progress	West Lilac Road	Wear out 1" Brass

Blow Off Repairs

Job #	Date Reported	GPM	Status	Location	Cause
27115	6/25/15	N/A	Completed	Los Padres	Update to standards 2" Brass
27116	6/30/15	1,000	Completed	Gird Road	Wear out 4" CMLC
27117	7/14/15	N/A	Completed	Twin Oaks	Update to standards 2" Brass

Wharfhead Repairs

Job #	Date Reported	GPM	Status	Location	Cause
28131	7/30/15	N/A	In progress	Via Maria Elena	Update to standards 2" Brass

Meter Lateral Repairs

Job #	Date Reported	GPM	Status	Location	Cause
3185	6/29/15	.5	Completed	Sarah Ann Drive	Wear out 1" Copper
3186	7/6/15	2	Completed	Pico Road	Wear out 2" Copper
3187	7/2/15	1	Completed	Mt. Olympus	Wear out 1" Copper
3188	7/14/15	N/A	Completed	Rainbow Valley Blvd.	Maintenance 1" Poly
3189	7/30/15	2	Completed	Shamrock Road	Wear out 1" Copper

Meter Lateral Replacements

Job #	Date Reported	GPM	Status	Location	Cause
NONE					

2301-2

Valve Repairs

Job #	Date Reported	GPM	Status	Location	Cause
5071	6/29/15	N/A	Completed	Daisy Lane	Off-Track 8" Plug
5072	6/29/15	N/A	Completed	Daisy Lane	Maintenance 8" Plug

Valve Replacements

Job #	Date Reported	GPM	Status	Location	Cause
NONE					

Fire Hydrant Repairs

Job #	Date Reported	GPM	Status	Location	Cause
8591	7/23/15	N/A	In progress	Rice Canyon Road	Maintenance 6" CMLC
8592	7/30/15	1,000	In progress	Pala Mesa Oaks	Wear out 6" CMLC

Easement Maintenance

Job #	Date Reported	GPM	Status	Location	Cause
6479	7/13/15	N/A	Completed	Aruba Road	Maintenance 16" CMLC
6480	7/28/15	N/A	Completed	Rose Lane	Maintenance 6" CMLC

Damage Done by Individual

Job #	Date Reported	GPM	Status	Location	Cause
8586	5/14/15	2,070	In progress	Reche Road	Hit by car 6" CMLC

2301-3

C. After-Hours Standby Calls

Total Standby calls for July: **39**

Checked for Leaks	7
Meter Leak Repairs	4
Turned Water Off (Locked Meter)	1
Turned Water On (Unlock Meter)	5
Complaints of No Water	6
High Pressure	2
Low Pressure	2
Alarms at RMWD	1
Wastewater Calls	0
Water Quality Calls	3
Backflow Calls	0
Customer Leak Calls	4
Emergency Locates	0
Miscellaneous Calls	4

Total Standby calls for fiscal year-to-date: **39**

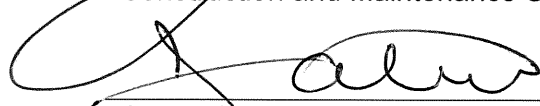
Checked for Leaks	7
Meter Leak Repairs	4
Turned Water Off (Locked Meter)	1
Turned Water On (Unlock Meter)	5
Complaints of No Water	6
High Pressure	2
Low Pressure	2
Alarms at RMWD	1
Wastewater Calls	0
Water Quality Calls	3
Backflow Calls	0
Customer Leak Calls	4
Emergency Locates	0
Miscellaneous Calls	4



John Maccarrone

8/25/15

Construction and Maintenance Superintendent



Juan Atilano

8/25/15

Operations Manager

2181-4

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Valve Maintenance Report

DESCRIPTION

Activities for Valve Maintenance Division

A. Total valves operated in July: **417**

Total valves operated fiscal YTD: **417**

DISTRIBUTION VALVES

Gate	10" & smaller	81
Plug	10" & smaller	25
Butterfly	10" & smaller	0
Total Small:		106
Gate	12" & larger	10
Plug	12" & larger	6
Butterfly	12" & larger	0
Total Large:		16
Total Dist. Valves:		122

Gate	10" & smaller	81
Plug	10" & smaller	25
Butterfly	10" & smaller	0
Total Small:		106
Gate	12" & larger	10
Plug	12" & larger	6
Butterfly	12" & larger	0
Total Large:		16
Total FY Dist. Valves:		122

OTHER VALVES

Air Vacs – 1", 2", 4"	108
Blow Offs – 2"	59
Fire Hydrants – 6"	93
Wharfheads – 2"	35
Total Other Valves:	295

Air Vacs – 1", 2", 4"	108
Blow Offs – 2"	59
Hydrants & Hydrant Valves –	93
Wharfheads – 2"	35
Total FY Other Valves:	295

BROKEN VALVES

B. Total broken valves in July: **0**

Total broken valves for fiscal YTD: **0**

2" and Under	Repaired	0
	Replaced	0
	Discovered	0
4" and Over	Repaired	0
	Replaced	0
	Discovered	0

2" and Under	Repaired	0
	Replaced	0
	Discovered	0
4" and Over	Repaired	0
	Replaced	0
	Discovered	0

23132-1

UNABLE TO LOCATE

C. Total UTL valves in July: **2**

Total UTL valves for fiscal YTD: **2**

Checked	0
Found / Operated	0
Removed from Map Book	2

Checked	0
Found / Operated	0
Removed from Map Book	2

D. Other maintenance:

July:

2015-2016 fiscal YTD:

Air Vacs	1"	1
Replaced	2"	0
	4"	0
Air Vacs	Serv. Stops Installed	0
	Repaired	0
	Painted	2
Hydrants	Repaired	0
	Replaced	0
	Painted	3
Wharfheads	Repaired	0
	Painted	0
Pressure Station Valves	Adjusted	1
	Rebuilt	1
	Replaced	0
	Painted	0

Air Vacs	1"	1
Replaced	2"	0
	4"	0
Air Vacs	Serv. Stops Replaced	0
	Repaired	0
	Painted	2
Hydrants	Repaired	0
	Replaced	0
	Painted	3
Wharfheads	Repaired	0
	Painted	0
Pressure Station Valves	Adjusted	1
	Rebuilt	1
	Replaced	0
	Painted	0


E. Miscellaneous

July:

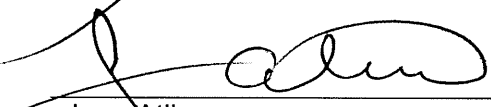
2015-2016 fiscal YTD:

Shutdowns	2
New Valves	0
Abandoned Valves	0
Underground Service Alert Locates	57

Shutdowns	2
New Valves	0
Abandoned Valves	0
Underground Service Alert Locates	57



 John Maccarrone 8/25/15
 Construction and Maintenance Superintendent



 Juan Atilano 8/25/15
 Operations Manager

2307-2

MAINTENANCE PLAN 2015-2016

2015								
Month	Planned Operation	Operated	Not Operable	PRV	Shut Downs	System Repair	Other Work, Yard	Map Book
Average	302.13	342.7	-----	-----	-----	-----	-----	-----
January	304	304	30	5	4	0	Yes	Yes
February	304	381	45	0	3	0	Yes	Yes
March	303	343	20	1	3	4	Yes	No
April	303	340	23	1	3	0	Yes	No
May	303	393	11	2	3	8	Yes	No
June	303	382	4	3	2	4	Yes	No
July	303	417	25	1	2	3	Yes	No
August	303							
September	303							
October	303							
November	303							
December	303							
Totals 2015	3,638	2,560	158	13	20	19	-----	-----

2016								
Month	Planned Operation	Operated	Not Operable	PRV	Shut Downs	System Repair	Other Work, Yard	Map Book
January	303							
February	303							
March	303							
April	303							
May	303							
June	303							
July	303							
August	303							
September	303							
October	303							
November	303							
December	303							
Totals 2016	3,636	0	0	0	0	0	-----	-----

Total Valves in System: **7,274**

Valves Operated to Date: **2,560**

Valves Inoperable: **158**

2302-3

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Garage / Shop Report

DESCRIPTION

Activities for Garage/Shop Division – July, 2015

A. Maintenance/Service: **33**

2015-2016 Fiscal YTD: **33**

Vehicles	20
Small Equipment	3
Large Equipment	10


Vehicles	20
Small Equipment	3
Large Equipment	10

B. Emergencies: **4**

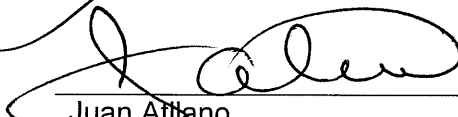
2015-2016 Fiscal YTD: **4**

Vehicles	2
Equipment	2

Vehicles	2
Equipment	2



John Maccarrone
Construction and Maintenance Superintendent



Juan Atlano
Operations Manager

8/25/15

8/25/15



BOARD INFORMATION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Water Operations Report

DESCRIPTION

Activities for Water Operations Division

A. July

2015-2016 Fiscal YTD:

Tanks/Reservoirs	Maint. / Weeds	2
	Inspected	13
	Painted (Contractor)	0
	Repairs (Contractor)	2
	Repairs (RMWD)	0
	Residuals	332
Reservoir Covers	Repaired	0
	Inspected	3
	Washed/Cleaned	2
Pump Stations	Maint. / Weeds	196
	Painted	0
	Repaired	2
Chlorine Stations	Maint. / Weeds	112
	Painted	0
	Repaired	2
Back-up Generators	Tested	16
	Maintenance	0
Connection Reads		32
Morro PRVs		84
Flow Changes	SDCWA	82
Patrol Calls		25

Tanks/Reservoirs	Maint. / Weeds	2
	Inspected	13
	Painted (Contractor)	0
	Repairs (Contractor)	2
	Repairs (RMWD)	0
	Residuals	332
Reservoir Covers	Repaired	0
	Inspected	3
	Washed/Cleaned	2
Pump Stations	Maint. / Weeds	196
	Painted	0
	Repaired	2
Chlorine Stations	Maint. / Weeds	112
	Painted	0
	Repaired	2
Back-up Generators	Tested	16
	Maintenance	0
Connection Reads		32
Morro PRVs		84
Flow Changes	SDCWA	82
Patrol Calls		25

Marc Walker
Water Operations Superintendent

8/25/15

Juan Atilano
Operations Manager

8/25/15

2301



BOARD INFORMATION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Electrical / Telemetry Report – July, 2015

DESCRIPTION

Activities for Electrical & Telemetry

A. Electrical:

2015-2016 Fiscal YTD:

Maintenance	Reservoirs & Tanks	0
	Pump Stations	2
	Lift Stations	1
	CL2 Stations	0
	District Offices	2
Repairs	Reservoirs & Tanks	0
	Pump Stations	2
	Lift Stations	0
	CL2 Stations	0
	District Offices	0

Maintenance	Reservoirs & Tanks	0
	Pump Stations	2
	Lift Stations	1
	CL2 Stations	0
	District Offices	2
Repairs	Reservoirs & Tanks	0
	Pump Stations	2
	Lift Stations	0
	CL2 Stations	0
	District Offices	0

B. Telemetry:

2015-2016 Fiscal YTD:

Maintenance	SDCWA Connection	0
	Tanks	1
	Pump Stations	0
	Lift Stations	0
	CL2 Stations	0
	District Offices	4
Repairs	SDCWA Connection	0
	Tanks	2
	Pump Stations	0
	Lift Stations	0
	CL2 Stations	0
	District Offices	0

Maintenance	SDCWA Connection	0
	Tanks	1
	Pump Stations	0
	Lift Stations	0
	CL2 Stations	0
	District Offices	4
Repairs	SDCWA Connection	0
	Tanks	2
	Pump Stations	0
	Lift Stations	0
	CL2 Stations	0
	District Offices	0

2302-1

C. Special Projects:

DATE	LOCATION	DESCRIPTION
7/6/15	Gomez Creek Tank	Meet with SDG&E regarding electrical service
7/7/15	Lift Station #1	Meet with contractor for transfer switch installation
7/8 & 7/9/15	District Office, Building 1	Install new receptacle
7/8, 7/9, 7/14, 7/16, 7/20, 7/27, 7/28 & 7/29/15	District Shop	Induction project
7/13 & 7/21/15	District Office, Building 2	Trace out phone lines for new SCADA system
7/15, 7/27 & 7/28/15	Rainbow Heights Tank	Communication failure to Rainbow Heights Tank
7/16/15	Huntley Pump Station	Set pressure relief and adjust bypass cla-val
7/21 & 7/23/15	District Shop	Induction project and phone lines
7/27 & 7/30/15	Huntley Pump & Rainbrook	Gomez Creek Tank maintenance



Marc Walker
Water Operations Superintendent

8/25/15



Juan Atilano
Operations Manager

8/25/15

2302-2

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Wastewater Report

DESCRIPTION

Activities for Wastewater Division

A. July, 2015:

Lift Stations	Maintenance	48
	Pump/Dry Well Repairs	10
	Wet Well Repairs	1
	Elect. Controls	7
	Generator Maint.	1
	Load Test	1
	Samples	2
	Cleaning & Maintenance	Line Cleaning
	CCTV Inspection	756
	Easement Cleaning	2
	Customer Calls	2
Wet Wells	General Cleaning	14
High Frequency	Cleaning Areas	1,495 ft.
Collection	Sewer Line Repairs	0
Manholes	Raised	0
	Inspections	71
	Repairs	5
	Clean Roots	1

2015-2016 fiscal YTD:

Lift Stations	Maintenance	48
	Dry Well Repairs	10
	Wet Well Repairs	1
	Elect. Controls	7
	Generator Maint.	1
	Load Test	1
	Samples	2
	Cleaning & Maintenance	Line Cleaning
	CCTV Inspection	756 ft.
	Easement Cleaning	2
	Customer Calls	2
Wet Wells	General Cleaning	14
High Frequency	Cleaning Areas	1,495
Collection	Sewer Line Repairs	0
Manholes	Raised	0
	Inspections	71
	Repairs	5
	Clean Roots	1

B. After-Hours Stand-by Calls:

Total Standby calls for July:

Private Sewer Spills	0
RMWD Spills	0
Telemetry Alarms	0
Lift Station Alarms	0
High or Low Level Alarms	10
SmartCover Manhole Alarms	1
Customer Calls	2
Miscellaneous	0

Total Standby calls 2015-2016 fiscal YTD:

Private Sewer Spills	0
RMWD Spills	0
Telemetry Alarms	0
Lift Station Alarms	0
High or Low Level Alarms	10
SmartCover Manhole Alarms	1
Customer Calls	2
Miscellaneous	0

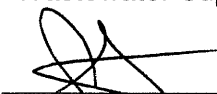
C. Wastewater Training

- Confined Space Rescue Team



Ramon Zuniga
Wastewater Superintendent

8/25/15



Juan Atilano
Operations Manager

8/25/15

2301

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Water Quality Report

DESCRIPTION

Activities for Water Quality Division – July, 2015

A. Samples:

2015-2016 Fiscal YTD:

Inlet/Outlet - Beck	MPN / HPC General Physicals Fluoride	Beck is offline
Open Reservoir - Beck	MPN / HPC General Physicals Fluoride Nitrification Testing	Beck is offline
Dosing	Copper Sulfate Sodium Hypochlorite	0
Tanks / Covered Reservoirs	Nitrification Testing Fluoride Specials	38 0 2
Morro Reservoir Zone	Ammonia / Nitrification	0
Routines		22
THM / HAA5		0
Specials		3

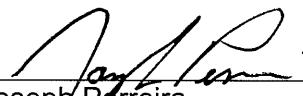
Inlet/Outlet - Beck	MPN / HPC General Physicals Fluoride	Beck is offline
Open Reservoir - Beck	MPN / HPC General Physicals Fluoride Nitrification Testing	Beck is offline
Dosing	Copper Sulfate Sodium Hypochlorite	0
Tanks / Covered Reservoirs	Nitrification Testing Fluoride Specials	38 0 2
Morro Reservoir Zone	Ammonia / Nitrification	0
Routines		22
THM / HAA5		0
Specials		3

B. Water Quality:

2015-2016 Fiscal YTD:

Dead End Flushing		0
Calls	Customer RMWD	4 0

Dead End Flushing		0
Calls	Customer RMWD	4 0



 Joseph Perreira
 Water Quality Technician
 8/25/15



 Juan Atilano
 Operations Manager
 8/25/15

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Cross Connection Control Program – July, 2015

DESCRIPTION

Activities for Cross Connection Control:

A. Currently, there are **4,829** backflow devices recorded in the system.

B. In July, the following was performed:

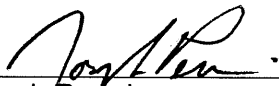
2015-2016 fiscal YTD:

Installation 1 st Notices sent	0
Installation 2 nd Notices sent	0
Installation 3 rd Notices sent	0
Customer complaints	0
Services locked due to noncompliance	0
New devices installed, inspected	1
Annual test notices sent	0
Annual devices tested	310
Device failures & repairs	12
Replaced devices	0
Correction inspections	0
Property inspections	0

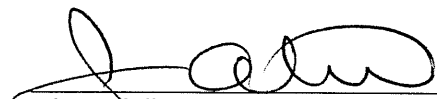
Installation 1 st Notices sent	0
Installation 2 nd Notices sent	0
Installation 3 rd Notices sent	0
Customer complaints	0
Services locked due to noncompliance	0
New devices installed, inspected	1
Annual test notices sent	0
Annual devices tested	310
Device failures & repairs	12
Replaced devices	0
Correction inspections	0
Property inspections	0

C. Construction Meters - Backflow Tests: 0

D. Hangers for Blocked Access: 0



Joseph Perreira 8/25/15
Water Quality Technician



Juan Atilano 8/25/15
Operations Manager



BOARD INFORMATION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Engineering Report for July 2015

DESCRIPTION

CAPITAL PROJECTS:

Afton Farms Water Line Ext. (201449): Staff received easement. The bid documents are being prepared. Design is 100% complete.

Beck Reservoir UV (200663): Project on hold until further evaluation from the master plan.

Gird to Monserate Hill (201045): Board awarded contract to PSOMAS. A kick-off meeting was held on 8/6/15.

Horse Creek Lift Station (200555): Developer is working on obtaining the permit from Army Corps of Engineers.

Highway 76 East Segment (201260): Ames Construction has commenced grading. Ames installed approximately 2000 feet of sewerline on Ramona and Sweetgrass. Remaining sewer construction is expected to start in the Fall of 2015. There are two shutdowns scheduled on 8/13/15 at Gird Road and 8/20/15 at Ramona Drive.

Lift Station 1 (201040): Staff is working with Caltrans regarding the site for the lift station.

Waste Water Outfall Replacement (201266): Consultant is working on the 30% submittal. Staff is coordinating with the City of Oceanside regarding the traffic control study and impacts to the road.

OTHER PROJECTS:

Moosa Creek Mitigation Bank (201459): Staff working with Consultant on easement widening.

SDG&E Energy Efficiency Program: Reviewing system efficiencies.

San Luis Rey Ground Water Sources (201446): Consultant obtained samples of existing wells in June 2015 to determine water quality in the San Luis Rey Basin.

Valley Center Regional Infrastructure Coordination: Agreement executed and analysis in progress.

Water and Wastewater Master Plans (201337W/201571WW): Consultant working on the wastewater alternative study.

2351-1

DEVELOPER PROJECTS:

Campus Park West (200542): Annexation approved by MET, SDCWA and LAFCO.

Dai Dang Meditation Center (90098): Contractor installing waterline.

Golf Green Estates (90100): (near Lift Station 1): 94 SFR planned across from Bonsall Elementary School. Staff completed plan check two.

Horse Ranch Creek Ridge (D.R. Horton - formally Campus Park, Passerelle) (90096): 850 WMs / 850 EDUs – Off of Highway 76 and Horse Ranch Creek Road. Plan check for units 1-4, wastewater, and water complete. Caltrans approved construction of forcemain and waterline in Highway 76. Project is under review with the Army Corps of Engineers and Pala Indians.

Malabar Ranch (90061): 31 WMs / 29 EDUs – There are 17 out of 31 homes built. Contractor shall complete waterline relocation and punch list items.

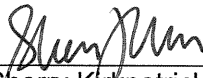
Nessy Burger (00000): Nessy Burger's is proposing to install a permanent building. Plan check one completed.

Olive Hill Estates (90066): 37 WMs / 59.2 EDUs – Contractor installing sewer and water improvements within the development. Model homes to open Fall 2015.

Pala Mesa Highlands (90056): 124 Lots on Old Highway 395. Plan check three completed.

OTHER:

ITEMS	NO#	ITEMS	NO#
Water Availability Letters	0	Water Meters Purchased	12
Sewer Availability Letters	0	Sewer EDUs Purchased	0
Water Commitment Letters	0	Scheduled/Emergency Shutdowns	2
Sewer Commitment Letters	0	Jobs Closed (Morro Tank/Rice Cny Rd Imprv.)	2


Sherry Kirkpatrick
Engineering Manager

8/25/15

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Field Customer Service Report – July, 2015

DESCRIPTION


Activities for Customer Services Section:

A. Customer service calls responded to: **244**

2015-2016 fiscal YTD: **244**

Read for Transfer	81
Locked Service	21
Unlocked Service	15
Checked for High Pressure	17
Checked for Low Pressure	7
Reports of No Water	3
Delivered 48-Hour Notices	95
Waste - Drought	5

Read for Transfer	81
Locked Service	21
Unlocked Service	15
Checked for High Pressure	17
Checked for Low Pressure	7
Report of No Water	3
Delivered 48-Hour Notices	95
Waste - Drought	5



 Kenny Diaz 8/25/15
 Meter Services – Crew Leader



 Margaret Thomas 8/25/15
 Finance Manager

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Meters Report – July, 2015

DESCRIPTION

Activities for Meter Services Section:

A. Meter Replacement:

2015-2016 fiscal YTD:

Stuck / Damage	
5/8"	0
3/4"	9
1"	10
1 1/2"	0
2"	3
3"	0
4"	0
6"	0

Itron Repairs	
5/8"	0
3/4"	5
1"	9
1 1/2"	0
2"	3
3"	0
4"	0
6"	0

New Itron Installations	
5/8"	0
3/4"	0
1"	0
1 1/2"	0
2"	0
3"	0
4"	0
6"	0

Stuck / Damage	
5/8"	0
3/4"	9
1"	1
1 1/2"	0
2"	3
3"	0
4"	0
6"	0

Itron Repairs	
5/8"	0
3/4"	5
1"	9
1 1/2"	0
2"	3
3"	0
4"	0
6"	0

New Itron Installations	
5/8"	0
3/4"	0
1"	0
1 1/2"	0
2"	0
3"	0
4"	0
6"	0

TOTAL: 22

17

0

22

17

0

B. Meter service calls responded to: **373**

2015-2016 fiscal YTD: **373**

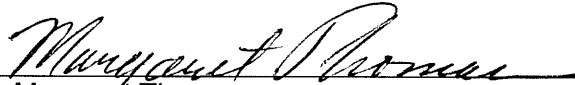
Meter Leaks Reported	22
Checked Meter Reads	273
Replaced Meter Heads	5
Troubleshoot Meters	73

Meter Leaks Reported	22
Checked Meter Reads	273
Replaced Meter Heads	5
Troubleshoot Meters	73



Kenny Diaz
Meter Services – Crew Leader

8/25/15



Margaret Thomas
Finance Manager

8/25/15



INFORMATION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Human Resources Department

DESCRIPTION

On August 6, 2015, the District held their anniversary break for the second quarter for those employees celebrating an anniversary during the months of April through June of this year. These breaks are held in the Board Room with management staff, the employee's direct report and the possibility of one or two board members. There was a total of 13 employees who were recognized at this anniversary break:

April	Years	May	Years	June	Years
Gloria Dechert	12	Rene Del Rio	12	Dawn Washburn	11
Justin Demary	9	Andrew Echols	8	Ramon Zuniga	23
Chris Hand	7	Ruben Lopez	7		
John Maccarrone	11	Margaret Thomas	18		
Thomas Sjuneson	15				
Jeff Stacy	7				
Cynthia Steward	7				

POLICY

N/A

FISCAL IMPACTS

N/A

René Bush
Human Resources/Safety Manager

8/25/15



BOARD INFORMATION

BOARD OF DIRECTORS

August 25, 2015

SUBJECT

Safety Report – July 2015

DESCRIPTION

Safety and Regulatory Update

- A. Safety Training
 - Bi-Annual 1st Aid/CPR – 11 Employees

- B. Tailgate Safety Meetings
 - Biohazards and Worker Safety
 - Safe Use of Compressed Air
 - Lock Out / Tag Out
 - Safe Use and Handling of Air Compressors

- C. Target Safety Online Training
 - Water Industry Confined Space Entry
 - Water Industry Backflow Prevention Overview
 - Water Industry Workplace Diversity
 - Water Industry Hydraulics

Jeff Stacy
Safety Administrator

8/25/15

Juan Atlano
Operations Manager

8/25/15



BOARD INFORMATION

August 25, 2015

SUBJECT

Interim Financial report for June, 2015 and for July, 2015: The information is compiled and presented on a pre-audit basis. The budget amounts for Water Sales, Cost of Water Sold, and Property Tax Revenues are spread to the individual months based on historical monthly averages. All other budget categories are spread over twelve equal months. One of the financial reports represents twelve months of the 2014-2015 fiscal year. The other financial report is for July, 2015 one month of the fiscal year 2015-2016.

DESCRIPTION

Explanation of significant variances within the Financial Statements:

Water Revenues the FYTD 2016 units sold is 17.0% less than the units of sale for the same period one year ago and 18.4% less than the budgeted units. All agricultural usage is 17.0% less than the prior year to date. Domestic use is 15.0% less than one year ago.

Cost of Water Sold varies similarly with the water sales. However, water purchases contain both variable costs and fixed costs.

Pumping expenses consist mostly of electricity and natural gas costs. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Water Operations includes all water quality testing and SCADA monitoring. Cost over budget for the fiscal year 2014-2015. The CWA shutoff caused to be over budget. Cost is under budget for the fiscal year 2015-2016 year to date.

Valve Maintenance maintains and repairs the thousands of valves contained within the infrastructure. . Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Water Distribution consists of the water administration and construction/maintenance crews. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Meter Services performs all meter reading and customer onsite response and repair. Cost is below budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Garage Services performs maintenance and repair of the district fleet vehicles and pumps. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

General & Administration/Human Resources Cost over budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

2421-1

Legal Services include general counsel as well as litigation activities. Cost is over budget for the fiscal year 2014-2015. The Fallbrook Public Utility District LAFCO application to dissolve Rainbow Municipal Water District has caused the over budget of legal expenses. Cost is under budget for the fiscal year 2015-2016 year to date.

Safety & Security performs all training and education to maintain a safe work environment. This includes the cost of maintaining security at all RMWD sites. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Finance provides all general accounting, payroll, disbursements, cash management and purchasing services. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Customer Service provides all billing, collections and related customer services. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Sewer Collection is responsible for all wastewater collection and maintenance. Wastewater treatment provided by the City of Oceanside is the primary cost factor. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Engineering provides in house general engineering and inspection services. A portion of the Engineering department labor transfers to capital projects. Cost is under budget for the fiscal year 2014-2015. Cost is under budget for the fiscal year 2015-2016 year to date.

Total departmental operating expenses are 8% below the 2014-2015 fiscal budget. The departmental operating expenses are 17% below the 2015-2016 fiscal year to date budget.

Property Taxes; the majority of apportionments are paid in December, April, and May.

Capacity Fees represent water and sewer meters that have been connected and placed into service. The budget does not account for capacity fees. All capacity fees are transferred directly to the Water or Sewer CIP Funds.

Other Income consists of late fees on customer accounts, rents and leases, plan check fees and FEMA grant payments.

POLICY

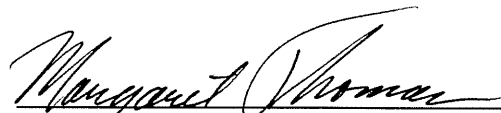
No specific policy referenced.

BOARD OPTIONS/FISCAL IMPACTS

N/A

STAFF RECOMMENDATION

None



Margaret Thomas
Finance Manager

August 25, 2015

2491-2

RAINBOW MUNICIPAL WATER DISTRICT
Statement of Revenues & Expenses
July 1, 2015 through July 31, 2015

	Annual Budget Amount	Budget Year to Date	Actual Year to Date	Prior Year to Date	Budget to Actual Variance Favorable (Unfavorable)	
					Amount	Percent
Operating Revenues:						
Water Revenues	34,331,657	4,085,467	3,784,872	3,781,526	(300,595)	-7.36%
Cost of Water Sold	21,295,312	2,406,370	2,094,559	2,910,121	311,811	12.96%
Net Water Revenue	13,036,345	1,679,097	1,690,313	871,405	11,216	0.67%
Wastewater Revenues	2,801,586	233,466	227,110	216,244	(6,355)	-2.72%
Net Operating Revenue	15,837,931	1,912,562	1,917,423	1,087,649	4,861	0.25%
Operating Expenses:						
Board of Directors	21,375	1,781	1,525	1,800	256	14%
Water Pumping	743,060	88,424	52,641	6,604	35,783	40%
Water Operations	2,146,620	178,885	152,988	139,119	25,897	14%
Valve Maintenance	597,600	49,800	48,210	57,235	1,590	3%
Water Distribution	1,832,525	152,710	129,519	134,637	23,192	15%
Meter Services	1,127,814	93,985	83,292	75,881	10,693	11%
Garage	599,175	49,931	16,675	26,182	33,256	67%
General & Administration/HR	2,079,239	373,270	312,731	283,074	60,539	16%
Legal Services	200,000	16,667	-	-	16,667	100%
Safety & Security	197,581	24,465	24,236	18,575	229	1%
Finance	637,017	57,085	55,834	40,202	1,251	2%
Customer Service	424,979	35,415	24,045	35,404	11,370	32%
Sewer Collection	2,251,758	187,647	163,183	142,085	24,463	13%
Engineering	1,009,534	95,128	94,090	75,076	1,038	1%
Total Operating Expenses	13,868,277	1,405,192	1,158,969	1,035,873	246,224	18%
Other Revenues/(Expense):						
Depreciation	(3,062,544)	(255,212)	(255,212)	(255,212)	-	0%
Property Taxes	357,646	72	-	-	(72)	-100%
Interest Income	98,475	8,206	-	19,589	(8,206)	-100%
Interest Expense	(157,403)	(13,117)	(745)	-	12,372	-94%
SRF Loan Administration	-	-	-	-	-	0%
Capacity Fees (connections)	-	-	-	-	-	0%
Other Income	430,100	35,842	30,205	47,268	(5,637)	-16%
Total Other Revenues	(2,333,726)	(224,209)	(225,752)	(188,355)	(1,543)	-1%
Restricted Income:						
Property Taxes	0	0	0	0	0	0%
Grant Income/Expense	0	0	33	26	33	0%
Interest income	0	0	383	314	383	0%
Total Restricted Income	-	-	416	341	416	0%
Net Income	(364,072)	283,161	533,118	(136,238)	249,958	88%

2401-3

RAINBOW MUNICIPAL WATER DISTRICT
Comparative Balance Sheet
July 31, 2015
Assets

	Current Month	Prior Month
Current Assets:		
Cash - Unrestricted	4,099,679	4,924,182
Receivables Water/Sewer	5,305,867	3,903,968
Other Receivables	-	-
Letters of Credit - Sewer EDU's	-	-
Inventory	1,094,371	1,004,040
Total Current Assets	10,499,917	9,832,190
Restricted Assets - Cash & Investments		
Irrigated Lands Group	(4,818)	(4,815)
New Water Sources	655,513	655,309
Sewer Replacement	2,796,712	2,815,493
Sewer Expansion	10,094,029	10,125,838
State Revolving Fund-Water	1,420,450	1,388,658
Reservoir Rehab	10,255,051	9,886,435
Water Projects	962,183	961,621
Total Restricted Assets	26,179,121	25,828,538
Plant & Equipment		
Plant & Equipment	148,745,035	148,745,035
Less: accumulated depreciation	71,097,461	71,060,582
Construction in progress	7,304,194	7,278,769
Total Plant & Equipment	84,951,768	84,963,222
Other Assets:		
Other assets	0	0
Total Assets	121,630,805	120,623,950

24A1-4

RAINBOW MUNICIPAL WATER DISTRICT
Balance Sheet
July 31, 2015
Liabilities & Equity

	Current Month	Prior Month
Current Liabilities:		
Accounts payable	4,176,483	4,323,996
Payroll Liabilities	492,347	492,767
Current portion of LTD	0	0
Accrued interest payable	113,718	99,897
Letters of credit - Sewer	-	-
Unearned Revenues-Deposits	7,309,725	6,920,209
Total Current Liabilities	12,092,273	11,836,870
Non-Current Liabilities		
Inter-fund Transfers	0	0
SRF Loan	17,978,129	17,978,129
Total Non-Current Liabilities	17,978,129	17,978,129
Equity:		
Fund Balance	58,796,984	59,830,782
Contributed Capital	32,230,301	32,230,301
Net Income	533,118	(1,252,132)
Total Equity	91,560,403	90,808,951
Total Liabilities & Equities	121,630,805	120,623,950

2491-5

RAINBOW MUNICIPAL WATER DISTRICT
Statement of Revenues & Expenses
July 1, 2014 through June 30, 2015

	Annual Budget Amount	Budget Year to Date	Actual Year to Date	Prior Year to Date	Budget to Actual Variance Favorable (Unfavorable)	
					Amount	Percent
Operating Revenues:						
Water Revenues	36,931,193	36,931,193	34,332,049	36,793,876	(2,599,144)	-7.04%
Cost of Water Sold	25,061,263	25,061,263	24,960,318	26,660,470	100,945	0.40%
Net Water Revenue	11,869,930	11,869,930	9,371,731	10,133,406	(2,498,199)	-21.05%
Wastewater Revenues	2,801,585	2,801,585	2,677,130	2,553,801	(124,455)	-4.44%
Net Operating Revenue	14,671,515	14,671,515	12,048,861	12,687,207	(2,622,654)	-17.88%
Operating Expenses:						
Board of Directors	11,962	11,962	14,898	15,787	(2,936)	-25%
Water Pumping	647,317	647,317	618,387	633,718	28,930	4%
Water Operations	2,041,742	2,041,742	2,083,027	2,074,452	(41,285)	-2%
Valve Maintenance	657,460	657,460	608,962	604,034	48,498	7%
Water Distribution	1,799,999	1,799,999	1,438,177	1,308,031	361,822	20%
Meter Services	1,080,930	1,080,930	932,178	1,049,643	148,752	14%
Garage	472,165	472,165	351,678	351,794	120,487	26%
General & Administration/HR	1,616,755	1,616,755	1,809,052	1,132,343	(192,297)	-12%
Legal Services	135,000	135,000	281,908	281,734	(146,908)	-109%
Safety & Security	196,289	196,289	184,220	475,955	12,069	6%
Finance	528,849	528,849	445,556	613,463	83,293	16%
Customer Service	409,553	409,553	405,723	507,884	3,830	1%
Sewer Collection	2,198,120	2,198,120	1,818,883	1,795,961	379,237	17%
Engineering	868,817	868,817	685,635	742,966	183,182	21%
Total Operating Expenses	12,664,958	12,664,958	11,678,284	11,587,765	986,674	8%
Other Revenues/(Expense):						
Depreciation	(3,062,543)	(3,062,543)	(3,062,544)	(3,295,219)	(1)	0%
Property Taxes	846,252	846,252	556,186	534,793	(290,067)	-34%
Interest Income	101,900	101,900	181,805	58,254	79,905	78%
Interest Expense	(157,403)	(157,403)	(106,007)	(106,542)	51,396	-33%
SRF Loan Administration	-	-	(2,000)	(2,000)	(2,000)	0%
Capacity Fees (connections)	-	-	294,192	42,313	294,192	0%
Other Income	230,000	230,000	514,414	639,328	284,414	124%
Total Other Revenues	(2,041,794)	(2,041,794)	(1,623,954)	(2,129,074)	417,840	20%
Restricted Income:						
Property Taxes	0	0	0	0	0	0%
Grant Income/Expense	0	0	106	-7460	106	0%
Interest income	0	0	1,139	5,047	1,139	0%
Total Restricted Income	-	-	1,245	(2,413)	1,245	0%
Net Income	(35,237)	(35,237)	(1,252,132)	(1,032,045)	(1,216,895)	3453%

2471-6

RAINBOW MUNICIPAL WATER DISTRICT
Comparative Balance Sheet
June 30, 2015
Assets

	Current Month	Prior Month
Current Assets:		
Cash - Unrestricted	4,924,182	4,806,275
Receivables Water/Sewer	3,903,968	5,063,732
Other Receivables	-	-
Letters of Credit - Sewer EDU's	-	-
Inventory	1,004,040	1,293,305
Total Current Assets	<u>9,832,190</u>	<u>11,163,311</u>
Restricted Assets - Cash & Investments		
Irrigated Lands Group	(4,815)	(4,815)
New Water Sources	655,309	641,812
Sewer Replacement	2,815,493	2,815,697
Sewer Expansion	10,125,838	10,127,744
State Revolving Fund-Water	1,388,658	1,356,865
Reservoir Rehab	9,886,435	9,997,044
Water Projects	961,621	963,291
Total Restricted Assets	<u>25,828,538</u>	<u>25,897,638</u>
Plant & Equipment		
Plant & Equipment	148,745,035	148,745,035
Less: accumulated depreciation	71,060,582	70,805,370
Construction in progress	7,278,769	7,174,506
Total Plant & Equipment	<u>84,963,222</u>	<u>85,114,171</u>
Other Assets:		
Other assets	0	0
Total Assets	<u>120,623,950</u>	<u>122,175,120</u>

24A1-7

RAINBOW MUNICIPAL WATER DISTRICT
Balance Sheet
June 30, 2015
Liabilities & Equity

	Current Month	Prior Month
Current Liabilities:		
Accounts payable	4,323,996	4,526,893
Payroll Liabilities	492,767	569,059
Current portion of LTD	0	0
Accrued interest payable	99,897	166,779
Letters of credit - Sewer	-	-
Unearned Revenues-Deposits	6,920,209	6,839,267
Total Current Liabilities	11,836,870	12,101,999
Non-Current Liabilities		
Inter-fund Transfers	0	0
SRF Loan	17,978,129	17,978,129
Total Non-Current Liabilities	17,978,129	17,978,129
Equity:		
Fund Balance	59,830,782	60,172,148
Contributed Capital	32,230,301	32,230,301
Net Income	(1,252,132)	(307,456)
Total Equity	90,808,951	92,094,993
Total Liabilities & Equities	120,623,950	122,175,120

24A1-2

Monthly Investment Report

7/31/2015

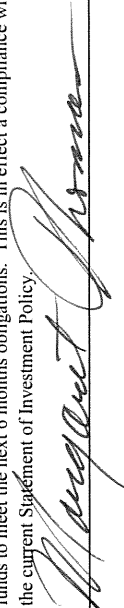
Monthly Investment Report:

TYPE	ISSUER	Bond Rating	Date of Maturity	Cost Basis	Market Value	Interest Rate	Yield to Maturity	Next Interest Payment Date	SEMI-ANNUAL INTEREST
Callable Note	AM EXP 02587CED8	Aaa	07/29/20	\$ 248,000	\$ 246,852	2.360%	2.350%	01/29/16	\$ 2,926
Callable Note	FNMA 3135GOA78	Aaa	01/21/20	\$ 245,796	\$ 245,720	1.630%	1.550%	01/21/16	\$ 2,003
FDIC Ins. CD	GE CAPBK 36163FNS8	Aaa	12/19/19	\$ 250,000	\$ 248,890	1.940%	2.000%	12/19/15	\$ 2,425
FDIC Ins. CD	DFS 254672GD4	Aaa	01/28/20	\$ 250,000	\$ 244,990	1.920%	1.900%	01/28/16	\$ 2,400
FDIC Ins. CD	GE 87165FHY3	Aaa	07/17/20	\$ 240,000	\$ 238,428	2.260%	2.250%	07/17/16	\$ 2,712
Callable Note	FHLMC 3134G33T5	Aaa	01/09/20	\$ 599,997	\$ 595,080	1.420%	1.400%	01/09/16	\$ 4,260
FDIC Ins. CD	COF 14042E4P2	Aaa	07/13/20	\$ 250,000	\$ 248,383	2.350%	2.310%	01/13/16	\$ 2,938
FDIC Ins. CD	ADS 20033ALQ75	Aaa	07/15/20	\$ 245,000	\$ 243,427	2.300%	2.370%	01/15/16	\$ 2,818
FDIC Ins. CD	BMW 05580ABS2	Aaa	05/22/20	\$ 245,000	\$ 241,092	1.950%	1.950%	11/22/15	\$ 2,389
Callable Note	FHLB 313381VJ1	Aaa	11/08/18	\$ 249,996	\$ 248,578	1.060%	1.050%	11/08/15	\$ 1,325
Callable Note	FNMA 3136G0E23	Aaa	09/24/19	\$ 501,130	\$ 499,500	1.500%	1.450%	09/24/15	\$ 3,758
FDIC Ins. CD	COF 140420RXO	Aaa	06/10/20	\$ 250,000	\$ 245,823	1.930%	1.900%	12/10/15	\$ 2,413
Callable Note	FHLMC3137EADR7	Aaa	05/01/20	\$ 2,185,777	\$ 2,156,992	1.390%	1.320%	11/01/15	\$ 15,191
Callable Note	FHLMC3137EADR7	Aaa	05/01/20	\$ 852,882	\$ 838,830	1.390%	1.305%	11/01/15	\$ 5,928
FDIC Ins. CD	JPM46625HKA7	A3	01/23/20	\$ 507,915	\$ 493,620	2.290%	1.900%	01/23/16	\$ 5,816
Callable Note	AAPL 037833AX8	Aa1	02/07/20	\$ 500,610	\$ 491,160	1.590%	1.523%	08/07/15	\$ 3,980
Callable Note	FNMA3135G0D75	Aaa	06/22/20	\$ 381,103	\$ 379,597	1.510%	1.550%	12/22/15	\$ 2,877
Callable Note	FNMA3135G0D75	Aaa	06/22/20	\$ 2,000,789	\$ 1,992,884	1.510%	1.550%	12/22/15	\$ 15,106
Callable Note	FHLMC 3137EADK2	Aaa	08/01/19	\$ 499,978	\$ 495,620	1.260%	1.251%	08/01/15	\$ 3,150
Callable Note	HSBC40428HPN6	A2	11/13/19	\$ 667,134	\$ 649,363	2.380%	1.770%	11/13/15	\$ 7,939
FDIC Ins. CD	GS 381481QQ7	Aaa	04/15/20	\$ 250,000	\$ 246,915	1.870%	1.850%	10/15/15	\$ 2,338
Callable Note	WFC94974BGF1	A2	01/30/20	\$ 510,245	\$ 497,225	2.170%	1.700%	01/30/16	\$ 5,536
Callable Note	FHLMC 3137EADM8	Aaa	10/02/19	\$ 744,925	\$ 734,928	1.270%	1.350%	10/02/15	\$ 4,730
Callable Note	FNMA 3136G0Y70	Aaa	01/30/19	\$ 300,374	\$ 296,814	1.090%	1.050%	10/30/15	\$ 1,637
HIGHMARK MONEY MARKET									
Subtotal Long Term				\$ 13,004,408	\$ 12,848,468				\$ 15,806
Pooled Investment Account	Local Agency Investment Fund (LAIF)		N/A	\$ 9,579,578	\$ 9,579,578	0.330%	n/a		\$ -
Portfolio Totals				\$ 22,583,985	\$ 22,428,045	1.084%		SEMI-ANNUAL ANNUAL:	\$ 122,400 \$ 244,800

Average Rate:

Statement:

As Treasurer of the Rainbow Municipal Water District and in accordance with the Investment Policy adopted by Resolution 04-08 this statement is provided to guarantee the Rainbow Municipal Water District that the District has sufficient funds to meet the next 6 months obligations. This is in effect a compliance with the current Statement of Investment Policy.



Margaret Thomas

2402

FIRST BANKCARD VISA BREAKDOWN

JULY, 2015

NEW ACCOUNT

DATE OF CHARGE	AMOUNT	PURPOSE
6/18/2015	\$ 2,751.00	ICE MACHINE PLUS - ICE MACHINE
6/23/2015	\$ 1,020.00	PAYPAL - CALPELRA CONFERENCE FOR RENE' BUSH
6/24/2015	\$ 364.51	HOTSTART SALES - PUMP STATION #1 PUMP #5
6/25/2015	\$ 110.00	TEMECULA ATTORNEY SERVICES - DELIVERY OF PERSONAL CONTENTS
6/30/2015	\$ 383.75	NORTHERN TOOL - HONDA TRIMMER
7/2/2015	\$ 411.27	HOME DEPOT - 4 STROKE ETHANOL AND FUEL
7/7/2015	\$ 1,013.48	NEWEGG - DESKTOP COMPUTER
7/7/2015	\$ 194.27	HOME DEPOT - INDUSTRIAL WATER HOSE
7/7/2015	\$ 19.38	HOME DEPOT - WATER HOSE NOZZLE
7/13/2015	\$ 541.10	AMAZON - LIFT STATION SAFETY RELAY FOR BACK UP FLOATS
7/10/2015	\$ 383.75	NORTHERN TOOL - HONDA TRIMMER
7/16/2015	\$ 386.23	NEWEGG - LAPTOP

CHECK # 48895

AMOUNT \$ 7,578.74

2413-2

FIRST BANKCARD VISA BREAKDOWN

JULY, 2015

NEW ACCOUNT

DATE OF CHARGE	AMOUNT	PURPOSE
6/18/2015	\$ 99.90	RJ SAFETY SUPPLY - PPE REPLENISHMENT
6/19/2015	\$ 25.00	CRAIGSLIST - EMPLOYMENT AD
6/19/2015	\$ 25.00	CRAIGSLIST - EMPLOYMENT AD
6/22/2015	\$ 411.18	4IMPRIINT - WATER BOTTLES FOR EMPLOYEE APPRECIATION
6/22/2015	\$ 91.52	SAM'S CLUB - EMPLOYEE APPRECIATION
6/22/2015	\$ 19.44	DOLLAR TREE - GIFT BAGS FOR EMPLOYEE APPRECIATION

CHECK # 48896

AMOUNT \$ 672.04

24A3-3

FY 2015-2016

Disbursement Date	Description	Bob Lucy-21	Jack Griffiths-22	Dennis Sanford-25	Helene Brazier-27	Tory Walker-29	Paul Christensen
07/31/15	CAL PERS - HEALTH INS.						\$ 340.62
	ASSURANT - DENTAL INS.						
	CSDA,SAN DIEGO CHAPTER						
	WATER AGENCIES ASSOC OF S.D.						
	COUNCIL OF WATER UTILITIES						
	DIRECTORS' MEETINGS	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	
	MILEAGE EXPENSE						
	REIMBURSEMENT FROM DIRECTORS						\$ (340.62)
	Monthly Totals	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00		\$ -

2494

FOR BOARD INFORMATION
 JULY 31, 2015
 GENERAL ACCOUNT

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
48792	07/17/15	ACCELA, INC. #774375 RMWD PROGRAM CHANGES	617.50
48793	07/17/15	CB&T/ACWA-JPIA MONTHLY HEALTH AND VISION INS.	65,074.16
48794	07/17/15	AIRGAS SAFETY INC REPLACEMENT OF PPE SUPPLIES	752.11
48795	07/17/15	AIRGAS USA, LLC MONTHLY AGREEMENT COMPRESSED OXYGEN, ACETYLENE	200.40
48796	07/17/15	AMERICAN EXPRESS SEE AMERICAN EXPRESS REPORT	81,153.28
48797	07/17/15	ANDO PILVE UBIQUITI RADIO PROJECT FOR ALL SITES	8,700.00
48798	07/17/15	ART'S TRENCH PLATE & TRENCH PLATE RENTAL TRENCH PLATE RENTAL	644.00
48799	07/17/15	ARTIC MECHANICAL, INC PREVENTATIVE MAINTENANCE AGREEMENT AND A/C FILTERS	237.00
48800	07/17/15	AT&T MONTHLY PHONE SERVICE MONTHLY PHONE SERVICE	162.71
48801	07/17/15	ATKINS NORTH AMERICA, INC WATER/WASTEWATER MASTER PLAN 2015 UPDATES	32,497.50
48802	07/17/15	BABCOCK LABORATORIES, INC MONTHLY WATER ANALYSIS	2,520.00
48803	07/17/15	BOARD OF EQUALIZATION 2ND QRT 2015 ROAD USE TAX	128.81
48804	07/17/15	BONSALL PEST CONTROL MONTHLY PEST CONTROL	90.00
48805	07/17/15	BP BATTERY UNIT @22 - BATTERY	219.38
48806	07/17/15	EUGENE BUCKLEY REIMBURSE RETIRED EMPLOYEE HEALTH INS. - JUNE REIMBURSE RETIRED EMPLOYEE HEALTH INS. - JULY	726.00
48807	07/17/15	CARLOS RAMOS REIMBURSE SAFETY BOOTS COST	150.00
48808	07/17/15	CHRIS BROWN CONSULTING SERVICES - JUNE	10,000.00
48809	07/17/15	CITY OF OCEANSIDE SEWER TREATMENT - JULY 2015	72,070.48
48810	07/17/15	COLONIAL LIFE & ACCIDENT INS. HEALTH AND ACCIDENTAL INS.	43.59
48811	07/17/15	COMPUTER SYSTEM MANAGERS RMWD COMPUTER SYSTEM SUPPORT RMWD COMPUTER SYSTEM SUPPORT	

2445-1

RAINBOW MUNICIPAL WATER DIST
 FOR BOARD INFORMATION
 JULY 31, 2015

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
48812	07/17/15	RMWD COMPUTER SYSTEM SUPPORT CORELOGIC INFORMATION	3,496.50
48813	07/17/15	REALQUEST MAP SEARCH, MORTGAGE DATA AND PROPERTY DETAIL DATA	192.50
48814	07/17/15	COUNCIL OF WATER UTILITIES TOM KENNEDY & TORY WALKER'S ATTENDANCE AT COWJ MEETING	50.00
48815	07/17/15	COUNTY OF SAN DIEGO AUDITOR LAFCO FY 2015-2016	21,873.13
48816	07/17/15	COVERALL NORTH AMERICA, INC HARD FLOOR CARE MAINTENANCE STRIP AND REFINISH	150.00
48817	07/17/15	CROP PRODUCTION SVC INC, EASEMENT AND LIFT STATION MAINTENANCE	706.50
48818	07/17/15	CULVER COMPANY WATER WHEELS W/RMWD LOGO	770.12
48819	07/17/15	DATAPROSE INC. MONTHLY MAILING OF WATER BILLS AND NEWSLETTER	7,142.52
48820	07/17/15	KENNY DIAZ REIMBURSE FOR GRADE T2 WATER TREATMENT OPERATOR	60.00
48821	07/17/15	DLM ENGINEERING, INC. WATER/WASTE WATER MASTER PLANNING & GENERAL CONSULTING SERVICES	1,710.00
48822	07/17/15	ED SHOBE PLUMBING REPAIR MEN'S TOILET IN BLDG #1	93.00
48823	07/17/15	ENGINEERING NEWS - RECORD ENGINEERING & CONSTRUCTION REPORTS - 2 YEAR SUBSCRIPTION	49.95
48824	07/17/15	FALLBROOK EQUIPMENT RENTAL 1 YARD 5 SACK CONCRETE MIX	172.80
48825	07/17/15	FALLBROOK OIL CO FUEL DELIVERIES FUEL DELIVERIES FUEL DELIVERIES FUEL DELIVERIES	3,871.45
48826	07/17/15	FALLBROOK PRINTING CO. CONSUMER CONFIDENCE REPORT - 2014	5,363.07
48827	07/17/15	FEDEX DELIVERY SERVICE	86.66
48828	07/17/15	EQUARIUS WATERWORKS, METER 2 1/2" FIRE HYDRANT CAP 1" BALL VALVE 1 X 6" BRASS NIPPLE	2,114.48
48829	07/17/15	FREEWAY TRAILER SALES VENT LID	16.15
		GRANGETTO'S RANGER PRO 2.5 GAL, SAW, POLE	

2405-2

RAINBOW MUNICIPAL WATER DIST
 FOR BOARD INFORMATION
 JULY 31, 2015

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
48830	07/17/15	LOPPER HACH	252.51
48831	07/17/15	CHLORINE TEST KIT HARRISON'S EQUIPMENT	55.46
48832	07/17/15	UNIT #142 - REPLACE LIGHT TOWER STAND CABLE AND LIGHT ASSEMBLY HOME DEPOT	1,044.52
48833	07/17/15	CLEAR POLY SHEETING WRENCH SET, SOCKET SET, PIPE WRENCH, RATCHETING PVC CUTTING SPRAY BOTTLE, SIMPLE GREEN, STRAP WRENCH REDWOOD PRIVACY SLATS, BATTERY PACK TENSION BAR, LUMBER, CARRIAGE BOLT, TENSION BAND REDWOOD PRIVACY SLATS, WASHER, IMPACT LIGHTS STEP & LADDER TREAD, TREAD STRIPS SPRING LINK, STEP & LADDER TREAD	986.31
48834	07/17/15	HOSAKA, ROTHERHAM & CO ANNUAL AUDIT INSTALLMENT	4,807.00
48835	07/17/15	INTEGRITY ELECTRIC LIFT STATION #1 EMERGENCY POWER SET-UP	6,500.00
48836	07/17/15	iWATER, INC ANNUAL MAINTENANCE FOR INFRA- MAP SOFTWARE FOR WASTE WATER DEPARTMENT	2,000.00
48837	07/17/15	JOE'S HARDWARE WOOD STAKES, CAULK SINGLE CUT REGULAR KEY, COMBO WRENCH	89.82
48838	07/17/15	JOHN CRABTREE SERVICES PARTS AND LABOR TO REMOVE OLD ICE MACHINE & INSTALL NEW ONE	180.00
48839	07/17/15	LIEBERT CASSIDY WHITMORE NORTH SAN DIEGO COUNTY EMPLOY- MENT RELATIONS CONSORTIUM RENEWAL	3,010.00
48840	07/17/15	THE LIGHTHOUSE UNIT #102 - WORKLAMP	334.24
48841	07/17/15	MITEL LEASING LEASE AGREEMENT	441.13
48842	07/17/15	MODULAR BUILDING CONCEPTS, INC RENTAL AGREEMENT RENTAL AGREEMENT	694.44
		NATIONAL SAFETY COMPLIANCE, INC	

2475-3

RAINBOW MUNICIPAL WATER DIST
 FOR BOARD INFORMATION
 JULY 31, 2015

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
		SUPERVISOR AND DRIVER TRAINING COURSE	
48843	07/17/15	D.O.T. CERTIFIED DRUG AND ALCOHOL TESTS	1,701.56
48844	07/17/15	NOBEL SYSTEMS GEOVIEWER SOFTWARE	50,000.00
48845	07/17/15	NOSSAMAN, LLP LEGAL SERVICES THRU MAY 2015	630.00
48846	07/17/15	PARKHOUSE TIRE, INC. UNIT #12 - TIRES	786.87
48847	07/17/15	QUALITY CHEVROLET UNIT #53 - CLUTCH & SENSOR UNIT #44 - CLUTCH UNIT #53 - COVER AND GASKET UNIT #31 - CLUTCH	776.01
48848	07/17/15	RAFTELIS FINANCIAL CONSULTANTS PROFESSIONAL SERVICES FOR JUNE 2015	760.00
48849	07/17/15	RF YEAGER ENGINEERING PIPELINE CORROSION CONTROL FACILITIES EVALUATION	4,225.00
48850	07/17/15	SAN DIEGO COUNTY RECORDER ACCT #03-2721-1 RECORDING FEE FOR RELEASE OF LIENS	26.00
48851	07/17/15	SAN DIEGO COUNTY WATER AUTH. HOME WATER USE EVALUATION	125.00
48852	07/17/15	SAN DIEGO GAS & ELECTRIC MONTHLY GAS AND ELECTRIC SERVICE	50,450.13
48853	07/17/15	SO. CALIFORNIA ALLIANCE OF WASTER WATER 2015-2015 ANNUAL MEMBERSHIP DUES	538.00
48854	07/17/15	SDIPMA MEMBERSHIP RENEWAL - R. BUSH 7/1/15 THRU 6/30/16	65.00
48855	07/17/15	SHIELDS CONSULTING GROUP, INC FEE FOR SUBMISSION OF STATE MANDATED COST REIMBURSEMENT	2,838.27
48856	07/17/15	SONSRAY MACHINERY LLC. UNIT #102 - CLUTCH SOLENOID, STABILIZER PADS, NUTS, BUCKET TEETH UNIT #102 - 230HX TOOTH ELBOW, O-RING	829.01
48857	07/17/15	SPECIAL DISTRICT RISK WORKERS' COMPENSATION PROGRAM ANNUAL 2015-2016 PROPERTY/LIABILITY INSURANCE	280,797.93
48858	07/17/15	SUPERIOR MESSAGE CENTER MONTHLY ANSWERING SERVICE - MAY & JUNE 2015	1,301.03
		T.R.Y. ENTERPRISES, INC.	

2475-4

RAINBOW MUNICIPAL WATER DIST
 FOR BOARD INFORMATION
 JULY 31, 2015

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
48859	07/17/15	MONTHLY PATROL SERVICES - JULY TALLEY COMMUNICATIONS	510.00
48860	07/17/15	SCADA MAINTENANCE PARTS TETRA TECH, INC.	191.65
48861	07/17/15	AS-NEEDED CONSTRUCTION SUPPORT SERVICES	21,636.19
48862	07/17/15	UNDERGROUND SERVICE ALERT LOCATE UTILITIES	133.50
48863	07/17/15	UNITED RENTALS NORTHWEST, INC UNIT #202 - SHOE RAMMING KIT, SIGHTGLASS	383.69
48864	07/17/15	UNUM LIFE INSURANCE MONTHLY SHORT TERM DISABILITY	552.00
48865	07/17/15	VALLECITOS WATER DISTRICT ANNUAL EAP FEE - 52 EMPLOYEES	1,435.20
48866	07/17/15	DAWN WASHBURN REIMBURSEMENT FOR FRAMING OF THE TRANSPARENCY CERTIFICATE	54.00
48867	07/17/15	XEROX CORP. MONTHLY LEASE MONTHLY LEASE MONTHLY LEASE	1,721.74
48868	07/27/15	XEROX FINANCIAL SERVICES MONTHLY LEASE	567.14
48869	07/31/15	SAN DIEGO COUNTY WATER AUTH. REFUND/DEPOSITS COLLECTED ON METER SALES, PAYMENT FOR CAPACITY TO CWA 2ND QRT 2015	77,760.00
48870	07/31/15	ACCELA, INC. #774375 RMWD PROGRAM CHANGES	1,330.00
48871	07/31/15	AIRGAS SAFETY INC REPLACEMENT OF PPE SUPPLIES GLOVES AND RAIN BOOTS WELDING GLOVES SUNSCREEN	634.65
48872	07/31/15	AIRGAS USA, LLC ELECTRODE STICK	360.83
48873	07/31/15	AMES CONSTRUCTION, INC REIMBURSEMENT ON METER DIFFERENCE	25,747.00
48874	07/31/15	ANDO PILVE IT CONSULTING SERVICES	945.00
48875	07/31/15	ARTIC MECHANICAL, INC SERVICE CALL, PARTS AND LABOR SERVICE CALL, PARTS AND LABOR	1,310.83
48876	07/31/15	ASSURANT EMPLOYEE BENEFITS LIFE & LONG TERM DISABILITY	3,629.71
48877	07/31/15	AT&T LONG DISTANCE MONTHLY PHONE SERVICE	31.49
48878	07/31/15	AT&T MOBILITY MONTHLY PHONE SERVICE	31.51
48878	07/31/15	AT&T	

2495-5

RAINBOW MUNICIPAL WATER DIST
FOR BOARD INFORMATION
JULY 31, 2015

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
		MONTHLY PHONE SERVICE	
		MONTHLY PHONE SERVICE	
		MONTHLY PHONE SERVICE	
		MONTHLY PHONE SERVICE	
		MONTHLY PHONE SERVICE	
		MONTHLY PHONE SERVICE	
48879	07/31/15	JUAN ATILANO	
		REIMBURSEMENT FOR SAFETY WORK	
		BOOTS	519.45
48880	07/31/15	ATKINS NORTH AMERICA, INC	
		WATER/WASTEWATER MASTER PLAN	
		HYDRAULIC MODELING UPDATE	16,073.00
48881	07/31/15	ATLAS PUMPING SERVICE	
		MONTHLY BIN RENTAL	210.00
48882	07/31/15	BOOT WORLD, INC	
		SAFTEY BOOT PURCHASE FOR 9	
		EMPLOYEES	1,131.56
48883	07/31/15	EUGENE BUCKLEY	
		REIMBURSE RETIRED EMPLOYEE	
		HEALTH INS - AUG	363.00
48884	07/31/15	BURLINGTON SAFETY LABORATORY	
		ELECTRICAL GLOVE SET FOR	
		VICTOR VEENSTRA	136.96
48885	07/31/15	JUSTIN CHANDLER	
		REIMBURSE FOR GRADE 2 WATER	
		TREATMENT RENEWAL FEE	110.00
48886	07/31/15	CMS BUSINESS FORMS	
		PAYABLE AND PAYROLL CHECKS	
		PRINTING COST	
		WATER BILLS	1,673.42
48887	07/31/15	COLONIAL LIFE & ACCIDENT INS.	
		HEALTH AND ACCIDENTAL INS.	43.59
48888	07/31/15	COMPUTER SYSTEM MANAGERS	
		RMWD COMPUTER SYSTEM SUPPORT	
		RMWD COMPUTER SYSTEM SUPPORT	2,651.58
48889	07/31/15	CONTROLLED MOTION SOLUTIONS	
		HOSE FITTING	34.69
48890	07/31/15	COVERALL NORTH AMERICA, INC	
		MONTHLY SERVICE	995.00
48891	07/31/15	CUTTING EDGE STAFFING	
		HUMAN RESOURCES TEMPORARY HELP	1,140.00
48892	07/31/15	FALLBROOK IRRIGATION SUPPLIES	
		15" PIPE	89.19
48893	07/31/15	FALLBROOK OIL CO	
		FUEL DELIVERIES	
		FUEL DELIVERIES	
		FUEL DELIVERIES	
		FUEL DELIVERIES	
		FUEL DELIVERIES	5,033.18
48894	07/31/15	EQUARIUS WATERWORKS, METER	
		1 X 4" BRASS NIPPLE	
		8" FLANGE TEE DUCTILE IRON	1,458.00

2495-6

RAINBOW MUNICIPAL WATER DIST
 FOR BOARD INFORMATION
 JULY 31, 2015

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
48895	07/31/15	FIRST BANKCARD SEE CREDIT CARD REPORT	7,578.74
48896	07/31/15	FIRST BANKCARD SEE CREDIT CARD REPORT	672.04
48897	07/31/15	FIRST BANKCARD SEE CREDIT CARD REPORT	807.01
48898	07/31/15	HADRONEX, INC. ANNUAL RENEWAL-ACTIVE SITE MONITORING AND ANNUAL POWER SERVICE	9,054.00
48899	07/31/15	CHRIS HAND EMPLOYEE COMPUTER ASSISTANCE PROGRAM	2,000.00
48900	07/31/15	HARBOR FREIGHT MICRO FLUSH CUTTERS, ENGINE BRUSH KIT, TUBE BRUSH KIT, BALL PEIN HAMMER	35.60
48901	07/31/15	HEALTH-METRICS, INC AUDIOMETRIC SERVICES	585.00
48902	07/31/15	CHRIS HOELSCHER REIMBURSE SAFETY BOOTS COST	150.00
48903	07/31/15	IMAGE SOURCE MONTHLY COPY COUNT	116.56
48904	07/31/15	INFRASTRUCTURE ENGINEERING SEWER FLOW CORRELATION STUDY AND TECHNICAL MEMORANDUM	2,591.25
48905	07/31/15	JOE'S HARDWARE HEAVY STRAP, CHEST HANDLE 16" REPLACEMENT CHAIN	52.71
48906	07/31/15	JOE'S PAVING CO, INC DIG OUT AND PAVE BACK 3" HOT MIX ASPHALT	1,300.00
48907	07/31/15	SHERRY KIRKPATRICK REIMBURSEMENT FOR LAMINATION OF POSTER MAPS FOR BOARD ROOM	78.12
48908	07/31/15	LIFELINE RESCUE SEMI-ANNUAL 1ST AID/CPR/AED TRAINING	440.00
48909	07/31/15	KEVIN MILLER REIMBURSE RETIRED EMPLOYEE HEALTH INS - AUG	726.00
48910	07/31/15	NORTHERN SAFETY CO., INC. REPLACEMENT OF OLD EXISTING 1ST AID CABINETS	398.43
48911	07/31/15	ONESOURCE DISTRIBUTORS, LLC LIFT STATION #1 & #3 BACK UP FLOATTERMINAL BLOCK ENCLOSURE	426.99
48912	07/31/15	INC PAL GENERAL ENGINEERING DEPOSIT RFND ACCT# 9900140	1,551.20
48913	07/31/15	PLIC-SBD GRAND ISLAND MONTHLY DENTAL INSURANCE	6,124.44
48914	07/31/15	PUBLIC POLICY STRATEGIES, INC.	

2445-7

RAINBOW MUNICIPAL WATER DIST
 FOR BOARD INFORMATION
 JULY 31, 2015

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
48915	07/31/15	PUBLIC RELATIONS REM MECHANICAL, INC SERVICE ON A/C DUCT WORK IN FRONT BUILDING	4,970.00 240.00
48916	07/31/15	RHO MONSERATE C.C.H.A. ELECTRIC CHARGE	377.57
48917	07/31/15	SAN DIEGO GAS & ELECTRIC MONTHLY ELECTRIC SERVICE	5,049.37
48918	07/31/15	DAVID SEYMOUR REIMBURSE RETIRED EMPLOYEE HEALTH INS - JULY	363.00
48919	07/31/15	SUPERIOR MESSAGE CENTER MONTHLY ANSWERING SERVICE	1,235.89
48920	07/31/15	TALLEY COMMUNICATIONS RAINBOW HEIGHTS TANK AND SPARE ANTENNA	165.34
48921	07/31/15	CLEMMON TAYLOR REIMBURSEMENT FOR BACKFLOW PREVENTION ASSEMBLY GENERAL TESTER RENEWAL FEE	180.00
48922	07/31/15	TCN, INC MONTHLY 48 HOUR NOTICE CALLS	15.24
48923	07/31/15	SCOTT TERRELL REIMBURSEMENT FOR SAFETY BOOTS COST	140.39
48924	07/31/15	TETRA TECH, INC. AS-NEEDED CONSTRUCTION SUPPORT SERVICES	6,358.00
48925	07/31/15	TIME WARNER CABLE MONTHLY INTERNET CONNECTION	348.00
48926	07/31/15	VERIZON WIRELESS MONTHLY CELLULAR SERVICE	1,374.45
48927	07/31/15	MARC WALKER REIMBURSEMENT FOR ANNUAL MEMBERSHIP - RQUIRED FOR RE-CERTIFICATION	156.00
48928	07/31/15	WESTERN LANDSCAPE MAINT PLUS, LANDSCAPE MAINTENANCE SERVICE	460.00
48929	07/31/15	ZENNER PERFORMANCE UNIVERSAL HYDRANT LOCK	240.13
TOTAL			----- 967,284.64 =====

2405-8

Rainbow MWD

Projected CIP

2015-2016 Budget

7/31/2015

A	B	C	D	E	F	H	I	J
CIP EXPENDITURES:								
Job #	Water Job Name	Funds Budgeted	Funds Expended in Prior Years	Funds Expended FY 15/16	Remaining Budget FY 15/16	Budget FY 16/17	Budget FY 17/18	Budget FY 18/19
	2015 Urban Water Management Plan	\$150,000	\$0	\$0	\$150,000	\$150,000	\$0	\$0
200748	Highway 76 Realignment-Water Lines	\$1,020,000	\$550,777	\$0	\$469,223	\$469,223	\$0	\$0
200663	Beck Reservoir Rehab	\$12,000,000	\$1,350,741	\$0	\$0	\$0	\$5,000,000	\$5,649,259
	Gird to Monserate Hill Water Line	\$950,000	\$0	\$0	\$200,000	\$750,000	\$0	\$0
	Wrightwood to Cottontail Water Line	\$200,000	\$0	\$0	\$200,000	\$0	\$0	\$0
201573	Tarek Terrace Water Line	\$150,000	\$7,081	\$0	\$142,919	\$0	\$0	\$0
	Regional Recycled Water Study	\$150,000	\$0	\$0	\$150,000	\$0	\$0	\$0
201446	San Luis Rey Groundwater Study	\$500,000	\$366,413	\$237	\$133,350	\$0	\$0	\$0
201360	Morro Tank Structural Analysis	\$100,000	\$89,984	\$52	\$9,964	\$0	\$0	\$0
201359	Ranchos Amigos Pressure Stations	\$25,000	\$2,135	\$0	\$22,865	\$0	\$0	\$0
201357	Water Master Plan	\$300,000	\$28,153	\$0	\$271,847	\$0	\$0	\$0
201449	Afton Farms Water Line	\$300,000	\$13,606	\$0	\$286,394	\$0	\$0	\$0
200950	Lake Vista Estates Loop	\$150,000	\$6,171	\$0	\$143,829	\$0	\$0	\$0
	Pressure Reducing Stations	\$400,000	\$0	\$0	\$130,000	\$130,000	\$140,000	\$0
201570	Corrosion Control Implementation	\$240,000	\$636	\$0	\$13,000	\$120,000	\$106,364	\$0
	SDCWA Shutdown Pump Stations	\$400,000	\$0	\$0	\$130,000	\$130,000	\$140,000	\$0
	Other Infrastructure Replacements	\$6,483,636	\$0	\$0	\$0	\$6,483,636	\$2,870,000	\$3,613,636
	Parking Lot Paving	\$25,000	\$0	\$0	\$25,000	\$0		
	Total Expenditure (Water):	\$23,543,636	\$2,415,697	\$289	\$2,478,391	\$8,232,859	\$8,256,364	\$9,262,895
Wastewater Job Name								
	Abandon Lift Station 3B	\$300,000	\$0	\$0	\$0	\$300,000	\$0	\$0
201266	Sewer Outfall Line RMWD Replacement	\$13,000,000	\$200,815	\$34	\$1,000,000	\$10,000,000	\$1,799,185	
201040	Lift Station #1 Replacement	\$2,400,000	\$174,960	\$0	\$1,500,000	\$725,040	\$0	\$0
200768	Highway 76 Realignment-Sewer lines	\$365,000	\$11,985	\$0	\$353,015	\$0	\$0	\$0
201260	Hwy 76 Realignment - CalTrans UPSIZE	\$3,200,000	\$1,009,330	\$0	\$1,050,000	\$100,000	\$1,040,670	\$0
201571	2015 Wastewater Master Plan	\$300,000	\$18,903	\$0	\$0	\$0	\$0	\$0
	Manhole Rehabilitation	\$180,000	\$0	\$0	\$60,000	\$60,000	\$60,000	\$0
	Parking Lot Paving	\$25,000	\$0	\$0	\$25,000	\$0	\$0	\$0
	Total Expenditure (Wastewater):	\$19,770,000	\$1,415,993	\$34	\$3,988,015	\$11,185,040	\$2,899,855	\$0
CASH FLOW SUMMARY:								
Water Capital Funding								
	Beginning Cash Balance			\$9,260,509	\$9,670,822	\$10,374,691	5,519,432	5,227,468
	Capacity Fees			\$408,032	\$830,000	\$1,100,000	\$3,200,000	\$3,700,000
	Interest Income			\$2,570	\$60,360	\$50,000	\$75,000	\$75,000
	Transfers from Water Operations			\$0	\$2,291,900	\$2,227,600	\$4,689,400	\$5,557,300
	Total Water Expenditures			-\$289	-\$2,478,391	-\$8,232,859	-\$8,256,364	-\$9,262,895
	Interfund Transfer from Wastewater			\$0	\$0	\$0	\$0	\$0
	Interfund Transfer to Wastewater			\$0	\$0	\$0	\$0	\$0
				\$0	\$0	\$0	\$0	\$0
				\$0	\$0	\$0	\$0	\$0
				\$0	\$0	\$0	\$0	\$0
	Ending Cash Balance Water			\$ 9,670,822	\$ 10,374,691	\$ 5,519,432	\$ 5,227,468	\$ 5,296,873
Wastewater Capital Funding								
	Beginning Cash Balance			\$ 13,259,496	\$13,263,041	\$9,275,026	-\$1,655,014	-\$774,869
	Capacity Fees			\$ -	\$0	\$0	\$3,600,000	\$6,500,000
	Impact Fees (Proposed)				\$0	\$0	\$0	\$0
	Interest Income			\$3,579	\$0	\$120,000	\$45,000	\$33,000
	Transfers from Sewer Operations				\$0	\$135,000	\$135,000	\$422,000
	Interfund Transfer to Water							
	Interfund Transfer from Water							
	Transfer Repayments from Water			\$0	\$0	\$0	\$0	\$0
	Total Sewer Expenditures			-\$33.82	-\$3,988,015	-\$11,185,040	-\$2,899,855	\$0
	Ending Cash Balance Wastewater			\$13,263,041	\$9,275,026	-\$1,655,014	-\$774,869	\$6,180,131

2448



Sewer Equivalent Dwelling Units (EDU) Status

Date: 8/7/15

	EDUs
Total Treatment Capacity Purchased from Oceanside	8,333
Less 5% Contractual Allowance	417
EDU's Set Aside by Board for Emergencies	60
EDU's Connected	3,876
EDU's Unconnected	1,259
Total EDU's Available for Purchase	2,721

List of Developments with Unconnected EDU's	EDUs	Capacity Fee Paid
Others (Misc. SFR)	19.2	\$ 333,120.00
Horse Creek Ridge/ Passarelle	851	\$ -
Palomar College	100	\$ -
Polo Club	59.85	\$ 1,022,775.00
Pala Mesa Highlands	55.62	\$ 965,007.00
Golf Green Estates	102.46	\$ 1,743,180.00
Lake Vista Estates	2.76	\$ 46,150.00
Vista Valley Country Club	5	\$ 86,750.00
Silver Holdings	9	\$ 153,810.00
Olive Hill Estates	54.4	\$ 929,696.00
Total Unconnected	1,259	\$ 5,280,488.00

2479