

**NOTICE OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE  
OLIVENHAIN MUNICIPAL WATER DISTRICT  
1966 Olivenhain Road, Encinitas, CA 92024  
Tel: (760) 753-6466 • Fax: (760) 753-5640  
VIA TELECONFERENCE ONLY**

**Pursuant to AB3035, effective January 1, 2003, any person who  
requires a disability related modification or accommodation in order  
to participate in a public meeting shall make such a request in writing  
to Stephanie Kaufmann, Executive Secretary, for immediate consideration.**

**DATE:** WEDNESDAY, JULY 14, 2021

**TIME: 4:00 P.M.**

**PLACE:** Hybrid Regular Meeting VIA TELECONFERENCE AND IN PERSON

Pursuant to the State of California Executive Order, and in the interest of public health, OMWD is temporarily taking actions to mitigate the COVID-19 pandemic by holding Board Meetings electronically or by teleconference. This meeting will be a hybrid of in person and teleconference. Our Boardroom will be open to the public.

**To join this meeting via phone, please dial:**

(669) 900-9128 or (346) 248-7799

Meeting ID: 831 4963 0291 and Password: 947605

**Public Participation/Comment:** Members of the public can participate in the meeting by emailing your speaker slip on an agenda item to the Board Secretary at [skaufmann@olivenhain.com](mailto:skaufmann@olivenhain.com) by 3:00 P.M. the day of the meeting. If you do not receive a confirmation email that your comment has been received, please call (760) 632-4648. The subject line of your email should clearly state the item number you are commenting on and should include your name and phone number to ensure you are called on and have the opportunity to comment. All comments will be emailed to the Board of Directors. In person participation can also be had by attending the meeting in the Boardroom at 1966 Olivenhain Rd. Encinitas, CA 92024.

*NOTE: ITEMS ON THE AGENDA MAY BE TAKEN OUT OF SEQUENTIAL ORDER  
AS THEIR PRIORITY IS DETERMINED BY THE BOARD OF DIRECTORS*

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DETERMINATION OF A QUORUM



5. ADOPTION OF AGENDA
6. PERSONAL APPEARANCES AND PUBLIC COMMENTS
7. PRESENTATION OF AWARDS AND HONORABLE MENTIONS

Service Awards and Promotions from 2020

- \* Gabe Hernandez – Water Reclamation Operator IV – 15 years – August 2020
- \* Shawn Patterson– Records and Contracts Coordinator – Promotion – August 2020

Current Service Awards, Promotions and Honorable Mentions

- \* WaterSmart Landscape Winners – Ken and Susan Terzes
- \* Christopher Bumcrot – Inspector II – GYO Promotion – May 2021
- \* Joe Jansen – Administrative Analyst – GYO Promotion – June 2021
- \* Nathaniel Naugles – Pump/Motor Technician I – 5 years – July 2021
- \* Georgeanna Clark – Financial Analyst I – New Hire – July 2021
- \* Mark Wilson – Operations Supervisor (Construction) – Rehire – July 2021

8. CONSIDER APPROVAL OF THE MINUTES OF THE JUNE 16, 2021 REGULAR BOARD OF DIRECTORS MEETING
9. CONSENT CALENDAR

*NOTE: ANY ITEM MAY BE REMOVED FROM THE CONSENT CALENDAR  
 FOR DISCUSSION*

C-a	CONSIDER ADOPTION OF A MOTION APPROVING THE PAYMENT OF LISTED WARRANTS FROM THE DISTRICT'S GENERAL REVOLVING AND REGULAR ACCOUNTS; LISTED TRANSFERS OF FUNDS; REIMBURSEMENT OF EXPENSES TO BOARD MEMBERS AND STAFF; AND INVESTMENT REPORT
C-b	CONSIDER ADOPTION OF A MOTION APPROVING THE DISTRICT'S CONSOLIDATED STATEMENT OF NET POSITION, CONSOLIDATED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION, CONSOLIDATED STATEMENT OF CASH FLOWS, CONSOLIDATED ACTUAL VS BUDGET SUMMARY, AND CONSTRUCTION IN PROGRESS REPORT
C-c	CONSIDER 2021 ANNUAL OBJECTIVES AND TIGER TEAM STATUS REPORT
C-d	CONSIDER APPROVAL OF PRIVATE ENCROACHMENT PERMIT NO. 412 FOR 7417 ARTESIAN ROAD (DYKMANS FAMILY TRUST DTD 3-22-1985) AND ORDER THE PERMIT BE RECORDED
C-e	CONSIDER ACCEPTANCE OF THE 45 RANCH WATER RECLAMATION FACILITY OVERFLOW STORAGE POND LANDSCAPE REHABILITATION PROJECT (JMD LANDSCAPE, INC) INTO OMWD'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED
C-f	CONSIDER ACCEPTANCE OF THE VALVE REPLACEMENT EXCAVATION AND PAVING SUPPORT SERVICES PROJECT FOR FY 2019-2020 (C.E. WILSON CORPORATION) INTO THE DISTRICT'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED



C-g	CONSIDER ACCEPTANCE OF THE DAVID C. MCCOLLOM WATER TREATMENT PLANT CHEMICAL SYSTEMS UPGRADE PROJECT (JENNETTE COMPANY, INC.) INTO THE DISTRICT’S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED
C-h	CONSIDER A STATUS UPDATE ON THE STRATFORD HOA LEAK EMERGENCY PIPELINE REPAIR AND PAVING RESTORATION PROJECT
C-i	CONSIDER ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT DESIGNATING DEPOSITORIES AND AUTHORIZING INVESTMENTS FOR THE MONEY OF THE DISTRICT AND DESIGNATING THE SIGNATORIES FOR THE MANAGEMENT OF THE DISTRICT DEPOSITS AND RESCINDING RESOLUTION 2021-02
C-j	CONSIDER APPROVAL OF AN ENTERPRISE LICENSING AGREEMENT WITH MICROSOFT FOR OFFICE 365 SOFTWARE AND SERVICES IN THE AMOUNT OF \$30,906.70 ANNUALLY FOR THREE YEARS AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
C-k	CONSIDER ACCEPTANCE OF THE 16020 VIA DICHA WATER SERVICE INSTALL PROJECT (REAL ESTATE REDEVELOPMENT, INC.) INTO THE DISTRICT’S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED
C-l	CONSIDER APPROVAL OF PRIVATE ENCROACHMENT PERMIT NO. 409 FOR THE SAGE HILL PRESERVE STAGING AREA (COUNTY OF SAN DIEGO) AND ORDER THE PERMIT BE RECORDED

10. CONSIDER INFORMATIONAL BRIEFING WITH SDCWA ON DROUGHT PREPAREDNESS, LEGISLATIVE ADVOCACY, PUBLIC OUTREACH TOOLKITS AND REGIONAL WORKFORCE EFFORTS
11. CONSIDER ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT HONORING DAN BEAN FOR OVER 28 YEARS OF SERVICE UPON HIS RETIREMENT
12. CONSIDER AN AGREEMENT FOR MUTUAL MAINTENANCE SERVICES BETWEEN LEUCADIA WASTEWATER DISTRICT AND OLIVENHAIN MUNICIPAL WATER DISTRICT AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
13. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC WEST LANDSCAPE CORPORATION, INC. FOR DISTRICT-WIDE LANDSCAPE MAINTENANCE SERVICES IN THE AMOUNT OF \$178,176 PER YEAR FOR 3-YEARS WITH TWO, 1-YEAR OPTIONAL EXTENSIONS AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
14. CONSIDER APPROVAL OF A CONTRACT WITH CCL CONTRACTING, INC. IN THE AMOUNT OF \$2,533,433 FOR THE MANCHESTER AVENUE POTABLE WATER PIPELINE REPLACEMENT PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
15. CONSIDER APPROVAL OF AN AMENDMENT TO EXTEND THE EXISTING AUDIT SERVICES AGREEMENT WITH THE PUN GROUP, LLP FOR TWO ADDITIONAL FISCAL YEARS (2022 AND 2023) AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
16. PUBLIC HEARING TO CONSIDER THE OLIVENHAIN MUNICIPAL WATER DISTRICT’S WATER CAPACITY FEES FOR 2021 (5:30 p.m.)



17. CONSIDER INFORMATIONAL REPORT ON WATER SUPPLY CONDITIONS AND LONG-TERM WATER USE EFFICIENCY LEGISLATION
18. CONSIDER VOTE FOR SOUTHERN NETWORK (SEAT A) REPRESENTATIVE TO THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS
19. CONSIDER UPDATE ON THE COVID-19 EMERGENCY DECLARATION
20. INFORMATIONAL REPORTS
  - A. PRESIDENT
  - B. GENERAL MANAGER
  - C. CONSULTING ENGINEER
  - D. GENERAL COUNSEL
  - E. SAN DIEGO COUNTY WATER AUTHORITY REPRESENTATIVE
  - F. LEGISLATIVE
  - G. TWELVE MONTH CALENDAR / OTHER MEETINGS / REPORTS BY BOARD MEMBERS PER AB 1234
21. CORRESPONDENCE
22. AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS
23. FUTURE AGENDA ITEMS
24. CONSIDER PUBLIC COMMENTS
25. CLOSED SESSION
  - A) CONSIDER CLAIM – HILLSIDE PATIO HOMES HOA [PURSUANT TO GOVERNMENT CODE SECTION 54956.9] • Additional Facts: Claim received on August 17, 2020. Claim rejected on September 9, 2020.
  - B) CONSIDER LITIGATION – LYNXT ENTERPRISES, LLC VS. PARS SORRENTO VALLEY SCIENCE PARK 1, LP [PURSUANT TO GOVERNMENT CODE SECTION 54956.9] • Additional Facts: OMWD was served a complaint as a nominal defendant.
  - C) CONSIDER LITIGATION – OLIVENHAIN MUNICIPAL WATER DISTRICT VS. GEOMAT TESTING LABORATORIES, INC., ET AL. [PURSUANT TO GOVERNMENT CODE SECTION 54956.9]
26. OPEN SESSION
27. ADJOURNMENT





# Memo

To: Board of Directors  
From: Stephanie Kaufmann, Executive Secretary  
Via: Kimberly A. Thorner, General Manager  
Subject: BOARD MEETING MINUTES

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Draft minutes of the most recently held Board of Directors meeting will be provided separately. Following Board approval, the minutes will be posted on the District's website.



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Rainy Selamat, Finance Manager  
Via: Kimberly Thorner, General Manager  
Subject: **CONSIDER ADOPTION OF A MOTION APPROVING THE PAYMENT OF LISTED WARRANTS FROM THE DISTRICT'S REVOLVING AND REGULAR ACCOUNTS; LISTED TRANSFERS OF FUNDS; AND REIMBURSEMENT OF EXPENSES TO BOARD MEMBERS AND STAFF; AND MONTHLY INVESTMENT REPORT**

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The following monthly financial reports are enclosed for review and approval by the Board of Directors:

- June 2021 Summary of payment of listed warrants from the District's checking account and listed transfer of funds.
- June 2021 Monthly Summary of Reimbursement Expenses to Board Members and Staff.
- May 2021 Monthly Investment Report.



Olivenhain Municipal Water District  
Proposed Motions for July 14, 2021 Board of Directors Meeting  
June 2021 Activities  
Consent Calendar Item # C-a

Proposed Motions:

- I. That the following warrants and wire transfers be approved:

Regular Account	warrants	028588	to	028842	\$	1,222,073.31
	ACH Payments - Payroll					186,025.13
	Wire - SDCWA - Monthly Purchased Water Payment					2,422,759.18
	ACH Payments - ACWA JPIA - Health Insurance					135,947.55
	ACH Payments - Payroll					186,166.31
						<hr/>
					\$	4,152,971.48

Major Category of Disbursements

Total disbursements from the District's checking account:

\$ 1,222,073.31

Following is a breakdown of this total by major categories:

Category

Outside services	\$	413,300.00
Inventory and supplies		240,457.71
Utilities		202,031.18
Repairs and maintenance		60,064.16
Other		17,114.19
Refunds		111,087.80
Insurance		178,018.27

Total	\$	<u>1,222,073.31</u>
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Sincerely,



Rainy K. Selamat/Finance Manager



Olivenhain Municipal Water District  
Proposed Motions for July 14, 2021 Board of Directors Meeting  
June 2021 Activities

California Bank and Trust

Regular Account

warrants	028588	to	028842	\$	1,222,073.31
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6/10/2021 ACH Payments - Payroll	186,025.13
6/15/2021 Wire - SDCWA - Monthly Purchased Water Payment	2,422,759.18
6/25/2021 ACH Payments - ACWA JPIA - Health Insurance	135,947.55
6/24/2021 ACH Payments - Payroll	186,166.31

\$	<u>4,152,971.48</u>
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Approved:

For Board Consideration and Approval



**Olivenhain Olivenhain Municipal Water District**  
**June 2021 Warrant List**

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
028588	6/2/2021	Andrew Hansen	154.84	REF:1062162_191410	
028589	6/2/2021	AT & T	521.44	9391056158	
028590	6/2/2021	Bee Rescue LLC	720.00	655 COLE RANCHO ROAD	Yes
028591	6/2/2021	BLUE PEAK ENGINEERING INC	849.55	RM REFUND: DEBIT000000000540	
028592	6/2/2021	Boyd Fasteners	1,179.47	SUPPLIES	Yes
028593	6/2/2021	Duo Security	7,200.00	Duo Access Edition	Yes
028594	6/2/2021	Hasa	4,510.33	WWTP CHEMICALS	
028595	6/2/2021	Jeff Brown	6.09	REF:1084612_155545	
028596	6/2/2021	Jonathan Irwin	109.74	REF:1084390_208990	
028597	6/2/2021	Melissa Power	138.28	REF:1080527_102515	
028598	6/2/2021	Jaroth Inc., dba	78.00	760-489-9971	
028599	6/2/2021	Rockwell Engineering & Equipment	2,275.44	SUPPLIES	
028600	6/2/2021	Rush Truck Center, San Diego	342.11	D652 SUPPLIES	Yes
028601	6/2/2021	San Diego Gas & Electric	67,391.59	0098253875124	Yes
028602	6/2/2021	Sonsray Machinery LLC	2,063.85	BA09 SERVICES	Yes
028603	6/2/2021	Surf Cup Soccer Field	100,517.31	REF:1013833_301030	
028604	6/2/2021	Univar Solutions Usa Inc	1,863.15	WTP CHEMICALS	
028605	6/2/2021	USA Blue Book	1,606.56	SUPPLIES	Yes
028606	6/2/2021	Vincent Bruzzi	462.74	PU65 SUPPLIES REIMBURSEMENT	Yes
028607	6/9/2021	American Messaging	99.04	L1-072035	
028608	6/9/2021	AT & T	23.67	9391056562	
028609	6/9/2021	Aztec Landscaping, Inc.	11,323.00	LANDSCAPE MAINTENANCE	Yes
028610	6/9/2021	Bay City Electric Works	1,352.80	HQ Generator Maintenance	Yes
028611	6/9/2021	Bee Rescue LLC	840.00	UNIT G PIPELINE	Yes
028612	6/9/2021	Boyd Fasteners	509.57	SUPPLIES	Yes
028613	6/9/2021	Brightview Landscape Services	2,450.00	WIEGAND RSVR SERVICES	
028614	6/9/2021	Bryan Blumenkopf	118.91	REF:1086808_116860	
028615	6/9/2021	Bumcrot, Chris	50.00	CONGRATULATIONS FROM THE ERC	
028616	6/9/2021	Cable, Pipe & Leak Detection, Inc.	687.50	WWTP SERVICES	
028617	6/9/2021	California State Disbursement Unit	123.23	ED100514-6/10/2021	
028618	6/9/2021	CDW Government Inc	2,592.84	SUPPLIES	Yes
028619	6/9/2021	Controlled Entry Specialists	1,112.00	NBHD #3 SPS	
028620	6/9/2021	D&H Water Systems	287.65	SUPPLIES	
028621	6/9/2021	DCL Enterprise Inc DbA	10.78	SUPPLIES	
028622	6/9/2021	DLM Engineering Inc	8,572.40	ENGINEER CONSULTING SERVICES	Yes
028623	6/9/2021	Edco Waste & Recycling	658.38	25-4R 912759	Yes
028624	6/9/2021	Encinitas Ford	1,591.92	PU66 SUPPLIES	Yes
028625	6/9/2021	Escondido Metal Supply	153.68	SUPPLIES	Yes
028626	6/9/2021	Ferguson Enterprises Inc. #1083	1,495.87	SUPPLIES	Yes
028627	6/9/2021	G. Briest Consulting, Inc.	555.00	ENGINEER CONSULTING SERVICES	Yes
028628	6/9/2021	Geoscience Support Svcs, Inc.	23,672.25	KT approved Request for Additional Work	Yes
028629	6/9/2021	Global Power Group Inc	3,687.36	NBHD #3 PREVENT MAINT SERVICES	Yes
028630	6/9/2021	Grangetto's Ag. Supply	248.37	SUPPLIES	Yes
028631	6/9/2021	Hadronex Llc	20,408.51	H2S Sensor equipment for the Collection systems	Yes
028632	6/9/2021	Hang Li	59.27	REF:1087273_160620	
028633	6/9/2021	Hill Brothers Chemical Company	4,000.40	WTP CHEMICALS	
028634	6/9/2021	Infrastructure Engineering Corporation	6,838.75	NBHD 1 SPS REPLACEMENT PJT	Yes
028635	6/9/2021	Integrity Municipal Systems	1,303.00	WWTP SERVICES	
028636	6/9/2021	Ivonne Gerber	105.84	REF:1083444_188235	
028637	6/9/2021	JPW Communications, LLC	1,902.25	CUSTOMER PORTAL SUPPORT	
028638	6/9/2021	Lennar Homes	78.90	REF:1049409_302700	
028639	6/9/2021	Lincoln Financial Group	750.00	401A MAINTENANCE FEE	
028640	6/9/2021	McMaster-Carr Supply Co.	44.85	SUPPLIES	
028641	6/9/2021	Mission Electric Supply, Inc.	310.09	WTP SUPPLIES	
028642	6/9/2021	NEWest Construction Co	2,455.00	WWTP SERVICES	
028643	6/9/2021	Nossaman LLP	35,500.71	4/21 LEGAL SERVICES	Yes
028644	6/9/2021	Otay Landfill	744.48	4-4531-0018538	Yes
028645	6/9/2021	Pacific Commercial Door	2,380.00	SUPPLIES	
028646	6/9/2021	Pacific Pipeline Supply	628.17	SUPPLIES	Yes
028647	6/9/2021	Pape Material Handling, Inc.	883.34	WWTP SERVICES	
028648	6/9/2021	RCP Block & Brick Inc	157.32	SUPPLIES	
028649	6/9/2021	REM Mechanical	335.00	WTP HVAC SERVICES	
028650	6/9/2021	Rincon Del Diablo Mwd	179.40	CALENDARS/FORMS	
028651	6/9/2021	San Diego Gas & Electric	316.10	400000078	Yes
028652	6/9/2021	San Elijo Joint Powers Auth.	51,496.00	5/21 31.40 AF RECYCLED WATER	
028653	6/9/2021	Shea Homes	626.67	REF:1052276_298935	
028654	6/9/2021	Southern Counties Lubricants, LLC.	4,555.46	UNLEADED & DIESEL FUEL	
028655	6/9/2021	State Water Resources	70.00	D1 CERT RENEWAL - N.NAUGLES	



**Olivenhain Olivenhain Municipal Water District**  
**June 2021 Warrant List**

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
028656	6/9/2021	Steven L. Sherman DBA	2,692.50	Conservation landscape services-evaluations	Yes
028657	6/9/2021	Transnet Investigative	85.00	PARK DOCENT BACKGROUND	
028658	6/9/2021	TS Industrial Supply	34.85	SUPPLIES	
028659	6/9/2021	Urschel Holdings Lp Dba	164.63	REF:1058249_187725	
028660	6/9/2021	US Bank	2,144.70	777321	
028661	6/9/2021	Water for People	32.00	WTRPL 6/10/2021	
028662	6/9/2021	Water Quality Specialists	14,190.00	WTP TEMP OPERATOR SVCS	
028663	6/9/2021	Westmont Construction Inc.	2,726.80	REF:1086536_302435	Yes
028664	6/16/2021	4S Ranch Gasoline & Car Wash	504.67	WWTP GASOLINE/CAR WASH	
028665	6/16/2021	Adolfo Ancho	47.78	REF:1085190_161690	
028666	6/16/2021	Aflac	1,369.52	FS005, 5/31/2021	
028667	6/16/2021	American Conservation & Billing Solutions, I	3,251.00	AQUAHAWK 7/1-8/1/2021	
028668	6/16/2021	AT & T	319.46	9391056516	Yes
028669	6/16/2021	B. Weber Consulting LLC	9,375.00	CONSULTING SERVICES	Yes
028670	6/16/2021	Babcock Laboratories, Inc.	2,000.00	WATER SAMPLES	
028671	6/16/2021	Barrett Engineered Pumps	4,633.25	Parts for Camino Sin Puentes SPS Pump Repair	Yes
028672	6/16/2021	Bavco Backflow Apparatus	816.70	SUPPLIES	
028673	6/16/2021	Bay City Electric Works	4,118.39	WTP SERVICES	Yes
028674	6/16/2021	Bee Rescue LLC	220.00	OMWD HQ	
028675	6/16/2021	Cable, Pipe & Leak Detection, Inc.	1,720.00	14241 FOX RUN ROW	Yes
028676	6/16/2021	Chris Schady	102.32	REF:1080593_223780	
028677	6/16/2021	Controlled Entry Specialists	870.00	OMWD HQ WEST GATE	
028678	6/16/2021	Corodata Shredding, Inc	20.37	PAPER DESTRUCTION SERVICES	
028679	6/16/2021	DCL Enterprise Inc Dba	21.44	KEYS	
028680	6/16/2021	Deanna Kyrimis	65.83	REF:1018360_125325	
028681	6/16/2021	Encinitas Ford	612.34	SHOP SUPPLIES	Yes
028682	6/16/2021	Evoqua Water Technologies	5,252.18	WWTP SERVICES	Yes
028683	6/16/2021	Fallbrook Printing Corp	5,401.20	Printing Services FY 2021	Yes
028684	6/16/2021	Federal Express Corp	241.07	SHIPPING	
028685	6/16/2021	Fedex Kinko'S National A/R	293.62	SUPPLIES	Yes
028686	6/16/2021	Ferguson Enterprises Inc. #1083	296.96	SUPPLIES	
028687	6/16/2021	First Choice Technology	168.72	13001474	Yes
028688	6/16/2021	Fortuna Del Este Road Maintenance	812.00	FORTUNA DEL ESTE RMA	
028689	6/16/2021	Four by Four Construction	1,382.09	REF:1080760_300190	
028690	6/16/2021	Grant Leishman	10.52	REF:1084649_205070	
028691	6/16/2021	Hadronex Llc	1,299.86	GOLDENTOP ROAD	
028692	6/16/2021	Harrington Industrial	3,281.59	WTP SUPPLIES	Yes
028693	6/16/2021	Hill Brothers Chemical Company	2,564.35	WTP CHEMICALS	
028694	6/16/2021	Home Depot/Gecf	2,593.38	5/21 SUPPLIES	Yes
028695	6/16/2021	Howard Tung	73.88	REF:1034119_169265	
028696	6/16/2021	IKG Environmental	441.42	KT approved Request for Additional Work	Yes
028697	6/16/2021	Integrity Municipal Systems	3,657.00	WWTP SERVICES	Yes
028698	6/16/2021	Jennifer Lucas	57.69	REF:1084459_190455	
028699	6/16/2021	John Runyan	45.94	REF:1083345_158215	
028700	6/16/2021	Jonathan Irwin	115.56	REF:1084332_209060	
028701	6/16/2021	Laurie Katona	101.24	REF:1085880_100610	
028702	6/16/2021	Liebert Cassidy Whitmore	4,310.00	EMPLOYMENT RELATIONS	
028703	6/16/2021	Manish Champneria	11.38	REF:1083641_105860	
028704	6/16/2021	Matt DeLoach	145.02	REF:1083451_145670	
028705	6/16/2021	McMaster-Carr Supply Co.	80.93	WWTP SUPPLIES	
028706	6/16/2021	Meredith Dale Huntington dba	342.79	SUPPLIES	
028707	6/16/2021	Mesa Products	1,738.32	WWTP SUPPLIES	
028708	6/16/2021	Nancy Pisciotta	68.37	REF:1051250_165035	
028709	6/16/2021	Napa Auto Parts	78.20	5/21 SUPPLIES	
028710	6/16/2021	Nate Naugles	50.00	5 YEAR SERVICE AWARD	
028711	6/16/2021	Pacific Pipeline Supply	6,335.00	WWTP SUPPLIES	Yes
028712	6/16/2021	Palomar Health	100.00	DOT EMPLOYEE TESTING	
028713	6/16/2021	Phillip Traver	118.47	REF:1063122_237745	
028714	6/16/2021	Raftelis Financial Consultant	1,005.00	WASTEWATER COS STUDY	
028715	6/16/2021	Rancho Santa Fe Community Svs	13,999.42	5/21 17.61 AC/FT RECYCLED WTR	
028716	6/16/2021	RCP Block & Brick Inc	62.93	SUPPLIES	
028717	6/16/2021	Real Estate Redevelopers	680.47	REF:1087780_302365	
028718	6/16/2021	REM Mechanical	1,033.00	WTP SERVICES	Yes
028719	6/16/2021	Republic Services	4,374.85	4-4530-0333405	Yes
028720	6/16/2021	Rockwell Solutions	2,951.31	4S WRF RAS pump repair	Yes
028721	6/16/2021	Ronald Judy	62.44	REF:1085462_175760	
028722	6/16/2021	Samba Holdings Inc	166.70	DRIVER RECORD MONITORING	
028723	6/16/2021	San Diego Gas & Electric	231.08	0050896097137	Yes



**Olivenhain Olivenhain Municipal Water District**  
**June 2021 Warrant List**

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
028724	6/16/2021	San Diego North EDC	1,500.00	7/21-6/22 MEMBERSHIP DUES	
028725	6/16/2021	Santa Fe Irrigation Dist	2,863.79	008128-009, 6/1/2021	Yes
028726	6/16/2021	Sarah Laws	58.91	REF:1085307_189790	
028727	6/16/2021	SD County Water Authority	14,650.76	FY2022 SVC CONNECTION MAINT	
028728	6/16/2021	Shea Homes	259.10	REF:1052276_182405	
028729	6/16/2021	Sonsray Machinery LLC	490.82	BACKHOE PARTS/SUPPLIES	
028730	6/16/2021	Specialty Seals & Accessories	747.79	SUPPLIES	
028731	6/16/2021	Steven Salinger	136.34	REF:1083318_214115	
028732	6/16/2021	TASC	616.00	VEBA ADMIN FEES	
028733	6/16/2021	Kim Thorner	81.98	MEETING EXPENSE REIMBURSEMENT	
028734	6/16/2021	Tomohiro Koyata	21.04	REF:1081480_159540	
028735	6/16/2021	UniFirst Aid Corp	146.86	FIRST AID SUPPLIES	
028736	6/16/2021	USA Blue Book	1,597.33	SUPPLIES	Yes
028737	6/16/2021	West Yost & Associates, Inc	14,415.81	Inspections/as-needed services NW Quadrant	Yes
028738	6/16/2021	San Diego County Recorder	50.00	NOE FILING FEE - STRATFORD PL	Yes
028739	6/23/2021	45 Ranch Gasoline & Car Wash	491.83	WWTP GASOLINE/CAR WASH	
028740	6/23/2021	AG Tech Llc	1,772.40	BIOSOLIDS WASTE DISPOSAL SVCS	
028741	6/23/2021	Aguirre & Associates	742.50	GATY EASEMENTS	
028742	6/23/2021	AT & T	608.09	9391056789	Yes
028743	6/23/2021	Bee Rescue LLC	480.00	317 N EL CAMINO REAL	Yes
028744	6/23/2021	Bob Davis Painting	4,000.00	WWTP SERVICES	Yes
028745	6/23/2021	Boyd Fasteners	771.41	SUPPLIES	Yes
028746	6/23/2021	Brittani Childers	91.56	REF:1082534_191630	
028747	6/23/2021	C E Wilson Corporation	26,980.00	VRP Change Order #5	Yes
028748	6/23/2021	California State Disbursement Unit	123.23	ED100514-6/24/2021	
028749	6/23/2021	Cash	75.00	PETTY CASH REIMBURSEMENT	
028750	6/23/2021	Corodata	396.33	OFFSITE RECORDS STORAGE	
028751	6/23/2021	County of San Diego, RCS	171.00	5/21 RADIO SERVICES	
028752	6/23/2021	ECL Flooring Inc	15,600.00	Install New Carpet 2nd Story HQ New Building	Yes
028753	6/23/2021	ESS	444.00	OMWD HQ MONITORING	
028754	6/23/2021	Fallbrook Printing Corp	367.22	Printing Services FY 2021	Yes
028755	6/23/2021	Federal Express Corp	178.44	SHIPPING	Yes
028756	6/23/2021	Fred Chytraus	61.39	REF:1005999_189975	
028757	6/23/2021	Grangetto's Ag. Supply	7.66	PARKS SUPPLIES	
028758	6/23/2021	Stephen Lee Mowry DBA	2,400.00	FIREHOUSE PUMP STATION	
028759	6/23/2021	Integrity Municipal Systems	1,303.00	WWTP SERVICES	
028760	6/23/2021	Jason Hilsenroth	100.00	REF:1048185_223295	
028761	6/23/2021	Jennette Company Inc.	26,030.00	Demo, construction, installation of equipment	Yes
028762	6/23/2021	McMaster-Carr Supply Co.	152.93	WTP SUPPLIES	
028763	6/23/2021	Melissa Stuman	66.72	REF:1087313_196055	
028764	6/23/2021	Mesa Products	534.85	SUPPLIES	
028765	6/23/2021	Nat'L Safety Compliance	169.85	DOT TESTING	
028766	6/23/2021	Naumann Hobbs - San Diego	416.54	WTP SERVICES	Yes
028767	6/23/2021	NEWest Construction Co	2,483.00	WWTP SERVICES	
028768	6/23/2021	NexusTek Phoenix	3,853.98	Monthly service fee	Yes
028769	6/23/2021	Pacific Star Chemical, LLC	2,259.99	WTP CHEMICALS	
028770	6/23/2021	NV5, Inc	570.00	Design services	Yes
028771	6/23/2021	Pacific Pipeline Supply	521.92	WWTP SUPPLIES	Yes
028772	6/23/2021	Jaroeth Inc., dba	78.00	760-489-9971	
028773	6/23/2021	PSI Water Technologies	5,514.80	On Site Generation System Cell Repair	Yes
028774	6/23/2021	Richard F. Yeager Jr. Db	4,650.00	Cathodic Protection Support FY 20-21	Yes
028775	6/23/2021	San Diego Building Maintenance	4,664.40	6/21 JANITORIAL SERVICES	
028776	6/23/2021	San Diego Gas & Electric	123,487.02	0098 0006 6914 3	Yes
028777	6/23/2021	SiteOne Landscape Supply, LLC	285.93	SUPPLIES	
028778	6/23/2021	Sunbelt Rentals, Inc.	494.52	CONCRETE MIXER RENTAL	Yes
028779	6/23/2021	Tri Signal Integration Inc	387.25	WTP SERVICES	
028780	6/23/2021	Underground Service Alert	229.45	DIG ALERT TICKETS	
028781	6/23/2021	Vallecitos Water District	49,349.03	RECLAIMED WATER SALES	
028782	6/23/2021	Verizon Connect NWF, Inc.	1,469.35	VEHICLE TRACKING	
028783	6/23/2021	Wageworks	236.00	5/21 ADMIN FEES	
028784	6/23/2021	Water for People	32.00	WTRPL 6/24/2021	
028785	6/23/2021	WEST Consultants, Inc.	428.00	Dam Inundation Technical Study, Map, Report	Yes
028786	6/23/2021	Zenon Environmental Corporation	51,480.32	Membrane replacements and Cassette Refurbishments	Yes
028787	6/24/2021	Sanford, Pam	11,784.06	ROAD MAINTENANCE AGREEMENT	
028788	6/30/2021	Ababa Bolt Inc	176.68	SUPPLIES	Yes
028789	6/30/2021	Ann Peck	63.76	REF:1042922_116225	
028790	6/30/2021	Arman Tarzi	1,550.00	TUITION REIMBURSEMENT	
028791	6/30/2021	AT & T	521.44	9391056158	



**Olivenhain Olivenhain Municipal Water District**  
**June 2021 Warrant List**

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
028792	6/30/2021	Aztec Landscaping, Inc.	11,323.00	LANDSCAPE MAINTENANCE	Yes
028793	6/30/2021	Colette Barrow	30.69	MILEAGE REIMBURSEMENT	Yes
028794	6/30/2021	Bay City Electric Works	1,874.53	WTP SERVICES	Yes
028795	6/30/2021	Bee Rescue LLC	440.00	OMWD HQ BEE REMOVAL	
028796	6/30/2021	CDW Government Inc	2,390.04	SUPPORT SERVICES	Yes
028797	6/30/2021	Chad Evans	99.34	REF:1084011_187895	
028798	6/30/2021	Charle Dewitt	708.25	REF:1046620_236125	
028799	6/30/2021	Cintas First Aid & Safety	270.13	WWTP FIRST AID SUPPLIES	Yes
028800	6/30/2021	City Treasurer	225.45	620000109372	
028801	6/30/2021	Core & Main LP	2,569.30	SUPPLIES	Yes
028802	6/30/2021	D&H Water Systems	790.93	WTP SUPPLIES	
028803	6/30/2021	Elizabeth Kaplan	490.36	REF:1016745_186125	
028804	6/30/2021	Encinitas Ford	28.25	PU87 SUPPLIES	Yes
028805	6/30/2021	Eric King	87.74	REF:1048979_237050	
028806	6/30/2021	Fallbrook Printing Corp	2,113.88	Printing Services FY 2021	Yes
028807	6/30/2021	Federal Express Corp	67.34	SHIPPING	
028808	6/30/2021	Fiber Saver Coatings	2,121.03	SUPPLIES	
028809	6/30/2021	Geoscience Support Svcs, Inc.	9,277.50	KT approved Request for Additional Work	Yes
028810	6/30/2021	Guardian	957.60	7/21 DENTAL ADMIN FEES	
028811	6/30/2021	Hanson Aggregates Inc	1,202.12	MATERIALS	Yes
028812	6/30/2021	Hill Brothers Chemical Company	4,908.57	WTP CHEMICALS	
028813	6/30/2021	Infrastructure Engineering Corporation	3,755.00	NBHD #1 SPS REPLACEMENT PJT	Yes
028814	6/30/2021	Interstate Battery Of San Diego Inc	729.17	SUPPLIES	
028815	6/30/2021	Konecranes Inc	3,200.00	Crane & Hoist Inspections at Multiple Locations	Yes
028816	6/30/2021	Mary Cozza	97.46	REF:1046348_198355	
028817	6/30/2021	McMaster-Carr Supply Co.	237.50	WTP SUPPLIES	Yes
028818	6/30/2021	Mesa Products	1,247.47	SUPPLIES	Yes
028819	6/30/2021	Michael R. Welch, Ph.D, P.E.	1,050.00	RW storage regulatory compliance support	Yes
028820	6/30/2021	Morton Salt Inc	4,513.33	WTP CHEMICALS	
028821	6/30/2021	Ninyo & Moore	4,534.00	Geotechnical ECR Pipeline & Green Bike Lane	Yes
028822	6/30/2021	One Source Distributors	3,234.28	Rockwell Software Support Renewal	Yes
028823	6/30/2021	Pacific Pipeline Supply	2,348.52	WWTP SUPPLIES	Yes
028824	6/30/2021	Patriot Environmental	987.00	WWTP ROLL OFF DISPOSAL SVCS	Yes
028825	6/30/2021	Christopher C Petersen	211.84	SHOP SUPPLIES	
028826	6/30/2021	Quality Chevrolet	2,351.86	PU39 SERVICES	Yes
028827	6/30/2021	Republic Services	1,760.85	4-4530-0333405	
028828	6/30/2021	Richard F. Yeager Jr. DbA	6,354.00	Cathodic Protection Support FY 20-21	Yes
028829	6/30/2021	San Diego Gas & Electric	1,570.02	0097824248183	Yes
028830	6/30/2021	SDRMA	169,652.63	WORKERS COMP INS 2021-22	
028831	6/30/2021	Sillman Wright Architects	31,868.61	BUILDING D	Yes
028832	6/30/2021	Southern Counties Lubricants, LLC.	6,055.23	UNLEADED & DIESEL FUEL	
028833	6/30/2021	Specialty Seals & Accessories	535.46	SUPPLIES	Yes
028834	6/30/2021	Standard Insurance Co.	5,186.52	7/21 LTD & LIFE INSURANCE PREM	
028835	6/30/2021	Sunbelt Rentals, Inc.	1,374.50	BACKHOE RENTAL	
028836	6/30/2021	Superior Elec. Motor Service, Inc.	8,521.08	4S WRF Filtrate pump repair	Yes
028837	6/30/2021	US Bank	2,190.51	777321, 6/18/2021	
028838	6/30/2021	US Internet Corp - BIN #131489	184.40	EMAIL SCANNING SERVICES	
028839	6/30/2021	Water Quality Specialists	14,190.00	WTP TEMPORARY OPERATOR	
028840	6/30/2021	West Coast Sand & Gravel	2,468.18	SUPPLIES	
028841	6/30/2021	Western Hose & Gasket	457.34	SUPPLIES	Yes
028842	6/30/2021	Whitson CM	1,976.40	WWTP SITE INSPECTIONS	Yes
			<u>1,222,073.31</u>		



**Olivenhain Municipal Water District**  
**Monthly Directors Fee and Reimbursed Expenses for Directors and Staff**  
**June 2021**

<u>Name</u>	<u>Payment Date</u>	<u>Check#/ Credit Card</u>	<u>Meals &amp; Lodging</u>	<u>Travel &amp; Transport</u>	<u>Other</u>	<u>Reimbursed Expenses</u>	<u>Directors Fee</u> *
Director Bruce-Lance			0.00	0.00	0.00	0.00	900.00
			0.00	0.00	0.00	0.00	900.00
Director Guerin			0.00	0.00	0.00	0.00	450.00
			0.00	0.00	0.00	0.00	450.00
Director Meyers			0.00	0.00	0.00	0.00	450.00
			0.00	0.00	0.00	0.00	450.00
Director Topolovac			0.00	0.00	0.00	0.00	300.00
			0.00	0.00	0.00	0.00	300.00
Director Watt			0.00	0.00	0.00	0.00	1,000.00
			0.00	0.00	0.00	0.00	1,000.00
General Manager Thorner	6/16/2021	28733	81.98	0.00	0.00	81.98	
			81.98	0.00	0.00	81.98	
Human Resources Manager Joslin			0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	
Engineering Manager Hubbard			0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	
Finance Manager Selamat			0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	
Operations Manager Fulks			0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	
Assistant General Manager Randall			0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	
Customer Service Manager Carnegie			0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	

\* Board per diems for May and June 2021.

Notes:

(1) Reviewed and discussed with the Finance Committee (02/05/18).

(2) Reimbursement of expenses are in compliance with Article 19 of the District's Administrative and Ethics Code.

(3) Travel and other expenses charged to District's credit cards and paid by the District are recorded and maintained separately.



**Olivenhain Municipal Water District**  
**MONTHLY CASH AND INVESTMENT SUMMARY**  
**As of May 31, 2021**

**Active Deposits**

	<b><u>Book Value</u></b>
Checking Accounts	\$ 13,858,330
Cash Restricted for Specific Use	590,454
Petty Cash/Disaster Preparedness	1,468
Total Active Deposits	<u>\$ 14,450,251</u>

**Deposits Not Covered by Investment Policy**

Cash with Fiscal Agents	4,802,773
-------------------------	-----------

<b><u>Investments</u></b>	<b><u>Face Value</u></b>	<b><u>Market Value</u></b>	<b><u>Current Yield</u></b>	
LAIF	\$ 25,146,357	25,269,895	0.32%	\$ 25,146,357
CAMP	8,032,603	8,032,603	0.05%	8,032,603
Money Market Funds	537,961	537,961	0.01%	537,961
Municipal Bonds	1,000,000	1,182,860	4.23%	1,216,760
U.S. Treasury Securities	2,000,000	2,025,320	0.99%	2,021,162
U.S. Agency Securities	31,401,111	31,261,671	0.49%	31,397,931
Total Investments	<u>\$ 68,118,032</u>	<u>\$ 68,310,310</u>	<u>0.45%</u>	<u>\$ 68,352,774</u>

**Total - All Deposits/Investments**

**\$ 87,605,798**

**Maturity Analysis of Investments**

	<b><u>Percent</u></b>	<b><u>Balance</u></b>
Demand Deposits	49.3%	\$ 33,716,921
Maturity within the next two months	0.0%	-
Maturity within three months and one year	1.5%	1,036,684
Maturity beyond one year	49.2%	33,599,169
Total Investments	<u>100.0%</u>	<u>\$ 68,352,774</u>

**Weighted Average Days to Maturity**

**745**

**Other Required Disclosures:**

Accrued interest receivable as of 05/31/2021

\$ 62,231

The above investments are in accordance with the portfolio limitations in the Investment Policy approved by the Board in December 2020.

The District has sufficient funds on hand to meet the next 30 days' obligations.



**Olivenhain Municipal Water District**  
**PORTFOLIO LIMITATIONS ANALYSIS PER INVESTMENT POLICY**  
**May 31, 2021**

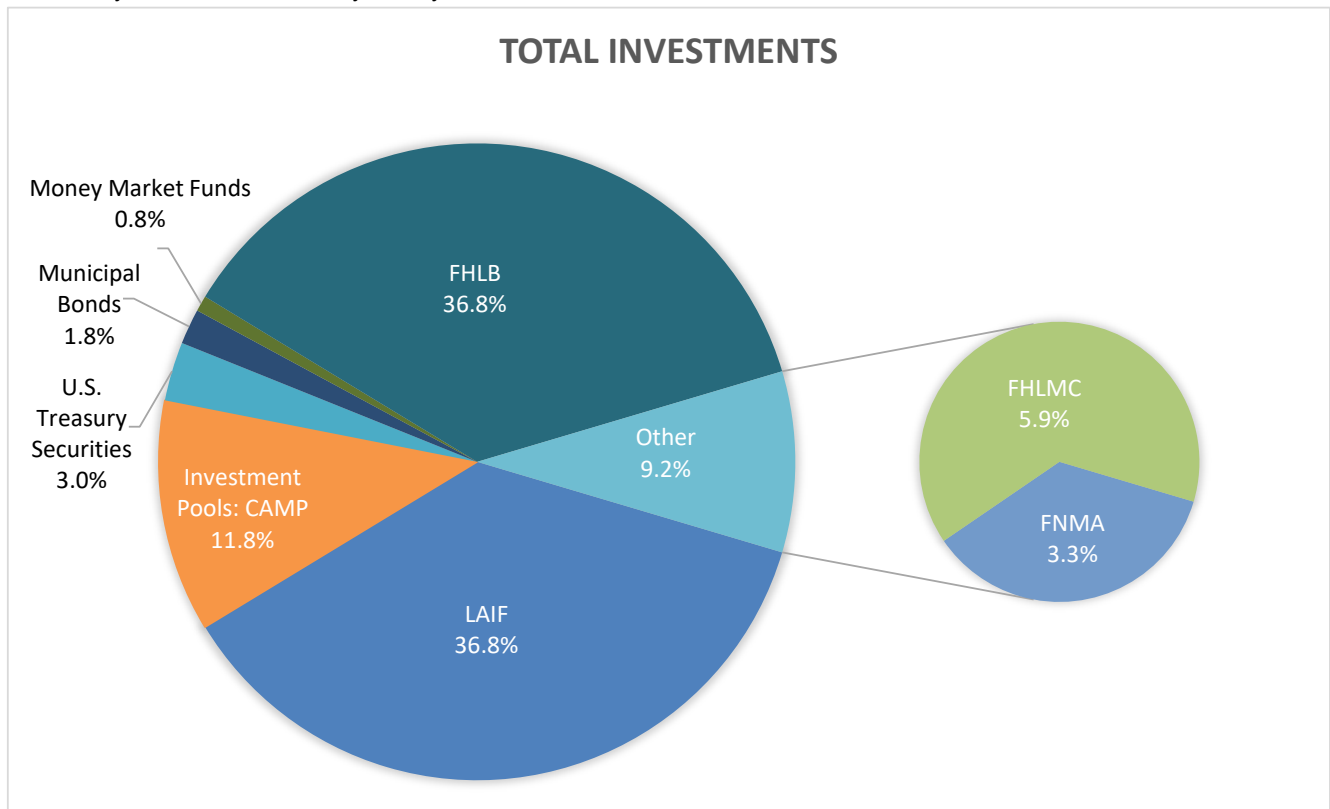
	<u>Book Value</u>	<u>Percent</u>	<u>Permitted Percent</u>		<u>In Compliance?</u>
LAIF	\$ 25,146,357	36.8%	40.0%	(1)	Yes
Investment Pools: CAMP	8,032,603	11.8%	30.0%		Yes
U.S. Treasury Securities	2,021,162	3.0%	100.0%	(2)	Yes
Municipal Bonds	1,216,760	1.8%	30.0%		Yes
Money Market Funds	537,961	0.8%	20.0%	(3)	Yes
U.S. Agency Securities	31,397,931	46.0%	50.0%		Yes
<i>FHLB</i> <i>Federal Home Loan Bank</i>	<i>25,148,111</i>	<i>36.8%</i>			
<i>FNMA</i> <i>Fannie Mae</i>	<i>2,250,000</i>	<i>3.3%</i>			
<i>FHLMC</i> <i>Freddie Mac</i>	<i>3,999,820</i>	<i>5.9%</i>			
<b>Total Investments</b>	<b>\$ 68,352,774</b>	<b>100%</b>			

Note:

(1) New limit of 40% approved by the board in May 2020.

(2) No limit.

(3) May not exceed 5% in any money market fund.



\* Total may not add up to 100% due to rounding.



**Olivenhain Municipal Water District**  
**MONTHLY INVESTMENTS DETAIL**  
**May 31, 2021**

**ACTIVE DEPOSIT**

	Book Value
Checking A/C California Bank and Trust for General Purpose	13,858,330
California Bank and Trust for Specific Purpose	590,454
Petty Cash/Disaster Preparedness	1,468
<b>Total - Active Deposits</b>	<b>14,450,251</b>

**DEPOSITS NOT COVERED BY INVESTMENT POLICY**

**Cash with Fiscal Agents:**

Union Bank - RAD 96-1 Refunding Bond	697,924
Union Bank - 2015A Refunding Bond	2,035,014
SRF Loan	750,392
Union Bank - 2016A Refunding Bond	741,034
Union Bank - 2018 Revenue Bond	578,409

**Total Deposits Not Covered by Investment Policy**

**4,802,773**

	RATING	DATE	Weighted Average Days to Maturity	Call	Stated Coupon	Current Yield	Market Value	Face Value	Book Value
	Moody's	S&P	Purchase	Maturity	Next Call	Next S-U			

**INVESTMENTS**

<b>Invest. Pools</b> Calif. Asset Mgmt Prgm (CAMP)			Demand	1			0.05%	\$ 8,032,603	\$ 8,032,603	\$ 8,032,603
State Local Agency Investment Fund (LAIF)			Demand	1			0.32%	25,269,895	25,146,357	25,146,357
JP Morgan US Gov't Money Market Fund Premier Class SHS			Demand	1			0.01%	537,961	537,961	537,961

**U.S. Treasury Notes/Bills**

912828YH7 U.S. Treasury Notes	Aaa	-	03/09/21	02/28/26	1,735	1.50%	1.45%	1,036,800	1,000,000	1,036,684
91282CBQ3 U.S. Treasury Notes	Aaa	-	03/09/21	09/30/24	1,219	0.50%	0.51%	988,520	1,000,000	984,478

**96 1.00% 0.99% \$ 2,025,320 \$ 2,000,000 \$ 2,021,162**

**U.S. Agency Securities**

3134GXKH6 FHLMC Callable	Aaa	AA+	01/27/21	01/27/23	10/27/21	607	150	0.13%	0.13%	998,850	1,000,000	999,820
3134GW2F2 FHLMC Callable	Aaa	AA+	08/25/20	05/25/23	08/25/21	725	87	0.30%	0.30%	2,000,580	2,000,000	2,000,000
3130AJZJ1 FHLB Callable	Aaa	AA+	09/02/20	08/25/23	Anytime	817	1	0.32%	0.32%	1,151,128	1,151,111	1,151,111
3136G4P56 FNMA Callable	Aaa	AA+	08/26/20	02/26/24	08/26/22	1,002	453	0.40%	0.40%	1,251,113	1,250,000	1,250,000
3130ALHM9 FHLB Callable	Aaa	AA+	03/10/21	06/10/24	03/10/22	1,107	284	0.30%	0.30%	999,150	1,000,000	999,000
3136G4A29 FNMA Callable	Aaa	AA+	07/30/20	07/30/24	07/30/21	1,157	61	0.55%	0.55%	1,000,460	1,000,000	1,000,000
3130AKEW2 FHLB Callable	Aaa	AA+	11/04/20	11/04/24	08/04/21	1,254	66	0.43%	0.43%	1,998,140	2,000,000	2,000,000
3130ALPC2 FHLB Callable	Aaa	AA+	03/29/21	11/29/24	06/29/21	1,279	30	0.65%	0.65%	1,000,070	1,000,000	1,000,000
3134GWAQ9 FHLMC Callable	Aaa	AA+	07/28/20	07/28/25	07/28/21	1,520	59	0.65%	0.65%	998,530	1,000,000	1,000,000
3130AKGX8 FHLB Step-up Callable	Aaa	AA+	12/15/20	12/15/25	06/15/21	1,660	16	0.20%	0.20%	1,991,340	2,000,000	2,000,000
3130AKMD5 FHLB Callable	Aaa	AA+	01/26/21	01/26/26	07/26/21	1,702	57	0.50%	0.51%	987,310	1,000,000	999,500
3130AKU53 FHLB Callable	Aaa	AA+	01/28/21	01/28/26	07/28/21	1,704	59	0.52%	0.53%	986,290	1,000,000	1,000,000
3130AKN69 FHLB Callable	Aaa	AA+	01/28/21	01/28/26	01/28/22	1,704	243	0.50%	0.51%	987,330	1,000,000	1,000,000
3130AKVN3 FHLB Callable	Aaa	AA+	01/29/21	01/29/26	07/29/21	1,705	60	0.52%	0.53%	986,140	1,000,000	1,000,000
3130AKWK8 FHLB Callable	Aaa	AA+	02/12/21	02/12/26	11/12/21	1,719	166	0.51%	0.52%	985,460	1,000,000	1,000,000
3130AKX43 FHLB Step-up Callable	Aaa	AA+	02/24/21	02/24/26	11/24/21	1,731	178	0.30%	0.30%	1,989,680	2,000,000	2,000,000
3130AL7M0 FHLB Callable	Aaa	AA+	02/24/21	02/24/26	08/24/21	1,731	86	0.63%	0.63%	991,630	1,000,000	1,000,000
3130AKYR1 FHLB Callable	Aaa	AA+	02/25/21	02/25/26	02/25/22	1,732	271	0.55%	0.56%	989,400	1,000,000	1,000,000
3130AL6K5 FHLB Callable	Aaa	AA+	02/25/21	02/25/26	02/25/22	1,732	271	0.58%	0.59%	988,180	1,000,000	1,000,000
3130ALD76 FHLB Callable	Aaa	AA+	02/25/21	02/25/26	08/25/21	1,732	87	0.70%	0.71%	991,470	1,000,000	1,000,000
3130ALCW2 FHLB Callable	Aaa	AA+	02/25/21	02/25/26	02/25/22	1,732	271	0.63%	0.63%	991,690	1,000,000	998,500
3130AL6Q2 FHLB Callable	Aaa	AA+	02/26/21	02/26/26	08/26/21	1,733	88	0.22%	0.22%	998,030	1,000,000	1,000,000
3130ALGJ7 FHLB Callable	Aaa	AA+	03/23/21	03/23/26	10/23/21	1,758	146	1.00%	1.00%	1,000,040	1,000,000	1,000,000
3130ALNN0 FHLB Callable	Aaa	AA+	03/30/21	03/30/26	06/30/21	1,765	31	1.05%	1.05%	1,000,070	1,000,000	1,000,000
3130ALPQ1 FHLB Step-up Callable	Aaa	AA+	03/30/21	03/30/26	09/30/21	1,765	123	0.50%	0.50%	999,460	1,000,000	1,000,000
3130ALVC5 FHLB Step-up Callable	Aaa	AA+	04/14/21	04/14/26	10/14/21	1,780	137	0.60%	0.60%	1,000,120	1,000,000	1,000,000
3130AMKE1 FHLB Callable	Aaa	AA+	05/27/21	02/27/25	08/27/21	1,369	89	0.66%	0.66%	1,000,010	1,000,000	1,000,000

**1,464 4,030 0.49% 0.49% \$ 31,261,671 \$ 31,401,111 \$ 31,397,931**

**Municipal Bonds**

882724RA7 TEXAS ST PUB FIN AUTH	Aaa	AAA	10/30/20	10/01/25	1,585	5.00%	4.23%	1,182,860	1,000,000	1,216,760
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**1,585 5.00% 4.23% \$ 1,182,860 \$ 1,000,000 \$ 1,216,760**

**Total Investments**

**745 0.45% 0.45% \$ 68,310,310 \$ 68,118,032 \$ 68,352,774**

**TOTAL - ALL DEPOSITS AND INVESTMENTS**

**\$ 87,605,798**



**Olivenhain Municipal Water District**  
**INVESTMENTS TRANSACTION**  
**May 31, 2021**

**PURCHASED**

DATE				Investment Description	<i>Stated</i>	<i>Current</i>	Face Value	Book Value
Purchase	Maturity	Call	Step-Up		<i>Coupon</i>	<i>Yield</i>		
05/27/21	02/27/25	08/27/21		FHLB Callable	0.660%	0.660%	1,000,000	1,000,000

**MATURED / REDEEMED / CALLED**

DATE				Investment Description	<i>Stated</i>	<i>Current</i>	Face Value	Book Value
Redemption	Maturity	Call	Step-Up		<i>Coupon</i>	<i>Yield</i>		
05/01/21	05/01/21			CALIF ST DEPT REV	1.713%	1.713%	371,071	366,874
05/15/21	05/15/21			AUSTIN TEX WTR REV	2.544%	2.542%	1,000,000	1,036,460



**Olivenhain Municipal Water District**  
**UNAUDITED CASH POSITION BY FUNDING SOURCES**  
**As of May 31, 2021**

<b><u>Water Funds (Potable &amp; Recycled)</u></b>		<b><u>Balance</u></b>
10050-100	Cash - Petty Cash Fund	\$ 1,468
10030-100	Cash - Capital and Equipment Fund	35,400,211
10010-100	Cash - Operating Fund	16,326,227
10060-100	Cash - Deposit Work for Other	402,058
10040-100	Cash - Rate Stabilization	10,487,331
14000-500	Restricted Cash - Capacity Fee Fund	5,115,301
<b>Total Water Funds (Potable &amp; Recycled)</b>		<b><u>\$ 67,732,595</u></b>

<b><u>Wastewater Funds</u></b>		
10010-110	Wastewater - Operating Fund	2,921,306
10030-110	Wastewater - Capital Replacement Fund	8,958,477
10040-110	Wastewater - Rate Stabilization Fund	2,600,193
<b>Total Wastewater Funds</b>		<b><u>\$ 14,479,976</u></b>

<b><u>Non Fiscal Agent Debt Service Cash</u></b>		
14020-570	Cash non-agent - RAD 96-1	577,643
10070-561	Cash non-agent - Bond 2015A	621
10070-581	Cash non-agent - Bond 2016A	10,580
14020-512	Cash non-agent - Bond 2018	1,610
<b>Total Non Fiscal Agent Debt Service Cash</b>		<b><u>\$ 590,454</u></b>

<b><u>Debt Service Funds</u></b>		
14030-510	SRF Loan - Fiscal Agent	750,392
14105-570	Redemption fund - RAD 96-1	648,974
14110-570	Reserve fund - RAD 96-1	48,950
14100-561	Redemption fund - Bond 2015A	2,035,014
14100-581	Redemption fund - Bond 2016A	741,034
14100-512	Redemption fund - CB&T 2018	578,409
<b>Total Debt Service Funds</b>		<b><u>\$ 4,802,773</u></b>

<b>TOTAL FUND BALANCES</b>	<b><u>\$ 87,605,798</u></b>
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# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Rainy K. Selamat, Finance Manager  
Via: Kimberly Thorner, General Manager  
Subject: **CONSIDER ADOPTION OF A MOTION APPROVING THE DISTRICT'S  
CONSOLIDATED STATEMENT OF NET POSITION, CONSOLIDATED STATEMENT  
OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION, CONSOLIDATED  
STATEMENT OF CASH FLOWS, CONSOLIDATED ACTUAL VS BUDGET  
SUMMARY, AND CONSTRUCTION IN PROGRESS REPORT**

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The following unaudited monthly financial reports are enclosed for review and approval by the Board of Directors:

- April 2021 Monthly Statement of Net Position Reports.
- April 2021 Monthly Statement of Revenues, Expenses, and Changes in Net Position Reports.
- April 2021 Consolidated Statement of Cash Flows.
- April 2021 Monthly Consolidated Actual VS Budget Summary and explanation of significant variance reports.
- April 2021 Construction In Progress Reports.



OLIVENHAIN MUNICIPAL WATER DISTRICT  
Statement of Net Position (Unaudited)  
All Funds  
4/30/2021

**Assets**

Current assets:

Unrestricted assets:

Cash and cash equivalents	\$74,394,424
Accounts receivable - water and sewer, net	8,050,150
Interest Receivable	56,436
Taxes receivable	164,205
Other receivables	431,789
Inventories	1,181,908
Prepaid expenses and deposits	859,073
Total unrestricted assets	<u>85,137,985</u>

Restricted assets:

Cash and cash equivalents	8,690,753
Assesments receivable	46,000
Grants receivable	837,979
Total restricted assets	<u>9,574,732</u>
Total current assets	<u>94,712,716</u>

Noncurrent assets:

Capital assets, nondepreciable	67,018,219
Capital assets, depreciable/amortizable, net	<u>323,267,650</u>
Capital assets, net	390,285,870
Prepaid bond insurance	24,807
Other long-term receivables	63,839
Total noncurrent assets	<u>390,374,515</u>
Total assets	<u>485,087,232</u>

Deferred Outflows of Resources

Deferred amount on refunding	(1,222,851)
Deferred amount from pension	<u>(3,368,573)</u>
Total deferred outflows of resources	<u>(4,591,424)</u>

**Liabilities**

Current Liabilities

Liabilities payable from unrestricted assets:

Accounts payable	5,096,729
Accrued payroll	208,991
Customer deposits	387,350
Payable related to work in progress	409,634
Compensated absences, current portion	799,000
Current portion of long-term debt:	
Wastewater Revenue Bonds 2018A	507,000
Water Revenue Refunding Bonds 2016A	505,000
Water Revenue Refunding Bonds 2015A	1,665,000
Special Assessment Debt with Government Commi...	845,000
Notes Payable	392,725
Total liabilities payable from unrestricted assets	<u>10,816,429</u>

Liabilities payable from restricted assets:

Accounts payable	8,563
Interest payable	679,377
Total liabilities payable from restricted assets	<u>687,940</u>
Total current liabilities	<u>11,504,370</u>

Noncurrent liabilities

Compensated absences	885,777
Net pension liability	13,760,679
Long-term debt, excluding current portion:	
Wastewater Revenue Bonds 2018A	4,013,000
Water Revenue Refunding Bonds 2016A	14,333,278
Water Revenue Refunding Bonds 2015A	15,800,493
Special Assessment Debt with Government Commi...	5,470,000
Notes Payable	11,961,998
Total noncurrent liabilities	<u>66,225,225</u>
Total liabilities	<u>77,729,595</u>



OLIVENHAIN MUNICIPAL WATER DISTRICT  
Statement of Net Position (Unaudited)  
All Funds  
4/30/2021

<b>Deferred Inflows of Resources</b>	
Deferred amounts on pension	722,696
<b>Total deferred inflows of resources</b>	<u>722,696</u>
<b>Net Position</b>	
Investment in Capital Assets, net of related debt	336,015,227
Restricted Net Position	8,886,791
Unrestricted Net Position	<u>66,324,347</u>
<b>Total Net Position</b>	<u><u>411,226,365</u></u>



OLIVENHAIN MUNICIPAL WATER DISTRICT  
Statement of Revenues, Expenses and Changes in Net Position (Unaudited)  
All Funds  
For the Ten Months Ending 4/30/2021

	<u>2021</u>
Operating Revenues:	
Water Sales	\$46,962,197
Sewer Charges	3,935,715
Other Water Operating revenues	<u>1,757,482</u>
Total Operating Revenues	52,655,394
Operating Expenses	
Cost of Purchased Water Sold	24,900,400
Pumping and Water Treatment	3,365,812
Transmission and Distribution	3,316,730
Sewer Collection and Treatment	1,579,333
Elfin Forest Recreation Operations	307,640
Facilities Maintenance	972,099
Customer Service	1,877,000
General and Administrative	5,307,150
Depreciation and Amortization	<u>6,348,800</u>
Total Operating Expenses	47,974,964
Operating Income (Loss)	4,680,430
Nonoperating Revenues (Expenses)	
Investment income	406,235
Property taxes	3,480,564
Capacity charges	2,737,737
Benefit assessments	938,047
Other nonoperating revenues	2,065,663
Interest expense, net	(1,202,115)
Other nonoperating expenses	<u>(75,809)</u>
Total nonoperating revenues (expenses)	8,350,322
Income before capital contributions	<u>13,030,752</u>
Capital contributions	<u>123,856</u>
Change in net position	13,154,607
Net Position, Beginning of year	<u>398,071,758</u>
Net Position, End of year	<u><u>411,226,365</u></u>



OLIVENHAIN MUNICIPAL WATER DISTRICT  
CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)  
AS OF April 30, 2021

**CASH FLOWS FROM OPERATING ACTIVITIES:**

Receipts from water and sewer customers	\$ 54,565,640
Payments for water	(25,765,935)
Payments for services and supplies	(10,307,866)
Payments for employee wages, benefits and related costs	(11,338,940)
<b>Net cash provided by operating activities</b>	<u>7,152,899</u>

**CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES:**

Property taxes and benefit assessments received	4,417,911
<b>Net cash provided by noncapital and related financing activities</b>	<u>4,417,911</u>

**CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:**

Acquisition and construction of capital assets	(10,038,698)
Proceeds from Grants	940,261
Principal paid on bonds and certificates of participation	(1,639,494)
Interest paid on bonds and certificates of participation	(684,923)
Capacity charges received	2,737,738
Other capital financing receipts (expenses)	2,151,581
<b>Net cash used by capital and related financing activities</b>	<u>(6,533,535)</u>

**CASH FLOWS FROM INVESTING ACTIVITIES:**

Investment income received	609,425
<b>Net cash provided (used) by investing activities</b>	<u>609,425</u>

**Net increase (decrease) in cash and cash equivalents** 5,646,700

**Cash and cash equivalents, beginning of year** 55,698,515

**Cash and cash equivalents, end of period** \$ 61,345,215

**FINANCIAL STATEMENT PRESENTATION:**

Cash and cash equivalents - current assets	53,976,478
Cash and cash equivalents - restricted assets	7,368,737
<b>Total cash and cash equivalents</b>	<u><u>\$ 61,345,215</u></u>

**CASH AND CASH EQUIVALENTS RECONCILIATION**

		<b>Balance Includes Mkt Securities</b>	<b>Without Mkt Securities</b>
Unrestricted cash	4/30/2021	74,394,424	53,976,478
Restricted cash	4/30/2021	8,690,753	7,368,737
<b>Total cash and cash equivalents</b>			<u><u>61,345,215</u></u>



OLIVENHAIN MUNICIPAL WATER DISTRICT  
Consolidated Actual vs Budget Summary  
For the Ten Months Ending 4/30/2021

	Approved Budget	Actual YTD	Budget YTD	Variance Amt	Variance %	Notes
<b>Operating Revenues</b>						
Commodity Water Sales	\$39,013,000.00	\$34,389,629.14	\$30,840,000.00	\$3,549,629.14	11.5%	1
Water Fees and Services	17,276,000.00	14,330,049.83	14,398,200.00	(68,150.17)	(0.5%)	
Sewer Revenue	4,865,000.00	3,935,715.13	4,815,000.00	(879,284.87)	(18.3%)	2
<b>Total Operating Revenues</b>	<b>61,154,000.00</b>	<b>52,655,394.10</b>	<b>50,053,200.00</b>	<b>2,602,194.10</b>	<b>5.2%</b>	
<b>Operating Expenses</b>						
Purchased Water - Variable	20,573,000.00	18,141,560.71	16,579,200.00	(1,562,360.71)	(9.4%)	1
Purchased Water - Fixed	8,100,000.00	6,758,838.84	6,742,560.00	(16,278.84)	(0.2%)	
General Manager Dept	1,961,000.00	1,387,496.93	1,635,100.00	247,603.07	15.1%	3
Engineering Dept	2,088,500.00	1,518,129.42	1,742,200.00	224,070.58	12.9%	3
Finance Dept	1,558,000.00	1,218,925.77	1,298,800.00	79,874.23	6.1%	3
Customer Service Dept	2,710,000.00	1,970,417.90	2,260,940.00	290,522.10	12.8%	3
Human Resources Dept	834,700.00	540,895.12	695,770.00	154,874.88	22.3%	3
Water Operations and Maintenance Dept	9,959,000.00	8,131,839.25	8,295,480.00	163,640.75	2.0%	3
Parks Dept	458,500.00	351,496.91	383,440.00	31,943.09	8.3%	3
Other Operating Expenses	50,000.00		42,000.00	42,000.00	100.0%	3
Sewer Operations and Maintenance Dept	2,773,000.00	2,326,238.51	2,309,420.00	(16,818.51)	(0.7%)	3
Recycled Water Operations Dept	1,168,000.00	914,934.79	973,700.00	58,765.21	6.0%	3
Paygo Transfers						
Water Operations	3,800,000.00	3,170,000.00	3,170,000.00		0.0%	
Sanitation Operations	1,400,000.00	700,000.00	700,000.00		0.0%	
Recycled Operations	2,200,000.00	1,830,000.00	1,830,000.00		0.0%	
Capitalized Operations Expenditures	(1,323,000.00)	(985,810.00)	(1,102,000.00)	(116,190.00)	10.5%	4
<b>Total Operating Expenses</b>	<b>58,310,700.00</b>	<b>47,974,964.15</b>	<b>47,556,610.00</b>	<b>(418,354.15)</b>	<b>(0.9%)</b>	
<b>Net Operating Income (Loss)</b>	<b>2,843,300.00</b>	<b>4,680,429.95</b>	<b>2,496,590.00</b>	<b>2,183,839.95</b>		
<b>Nonoperating Revenues</b>						
Water Funds	3,379,000.00	5,787,628.44	3,272,200.00	2,515,428.44	76.9%	5
Debt Service Funds	1,049,000.00	938,542.41	1,017,200.00	(78,657.59)	(7.7%)	6
Sewer Funds	27,000.00	20,250.50	22,800.00	(2,549.50)	(11.2%)	
Recycled Water Funds	61,000.00	42,913.51	50,800.00	(7,886.49)	(15.5%)	
<b>Total Nonoperating Revenue</b>	<b>4,516,000.00</b>	<b>6,789,334.86</b>	<b>4,363,000.00</b>	<b>2,426,334.86</b>	<b>55.6%</b>	
<b>Nonoperating Expense</b>						
Capacity Fee Funds	30,000.00	12,614.09	24,800.00	12,185.91	49.1%	
Debt Service Funds	1,517,385.22	1,259,983.52	1,270,635.60	10,652.08	0.8%	
Potable Water Funds	10,000.00	5,326.53	8,000.00	2,673.47	33.4%	
<b>Total Nonoperating Expense</b>	<b>1,557,385.22</b>	<b>1,277,924.14</b>	<b>1,303,435.60</b>	<b>25,511.46</b>	<b>2.0%</b>	
<b>Inc before Cap Fees and Capital Contributions</b>	<b>5,801,914.78</b>	<b>10,191,840.67</b>	<b>5,556,154.40</b>	<b>4,635,686.27</b>		
Capacity Fee Funds	515,000.00	2,838,910.91				
Capital contributions	400,000.00	123,855.79				
<b>Change in Net Position</b>		<b>13,154,607.37</b>				



OLIVENHAIN MUNICIPAL WATER DISTRICT  
Actual vs Budget Variance  
For the Ten Months Ending 04/30/2021

1. Water Sales revenue was higher than Budget YTD by approximately \$3.5 million resulting in a favorable variance of 11.5%. The positive variance is primarily due increased water consumption over budgeted due to dry weather conditions throughout the winter months, and timing of unbilled water estimates. Consequently, purchased water variable expenses was also greater than Budget YTD for an unfavorable variance of approximately \$1.6 million or 9.4%.
2. Sewer Revenue was less than Budget YTD by approximately \$879 thousand for an unfavorable variance of 18.3% due to timing of receipts. 4S Ranch and Rancho Cielo Sanitation Districts' sewer service fees are collected on the County's tax roll when customers pay their property tax to the County. Actual YTD sewer service revenue will be closer to Budget YTD amount as the year progresses.
3. Actual departmental expenses varied from the Budget YTD amounts due to the timing of actual operating expenses. The Budget YTD amounts assume expenditures are incurred evenly throughout the year. Additionally, several departments are trending under budget for the fiscal year due to the effects of the COVID-19 pandemic on District operations.
4. Actual Capitalized Operating Expenses were lower than the Budget YTD due to timing of staff time spent on large Capital Improvement Projects (CIP), such as the El Camino Real Pipeline Replacement project and the Manchester Potable and Recycled Water Pipeline Replacement projects.
5. Actual Non-operating Revenues – Water Funds were greater than Budget YTD by approximately \$2.5 million primarily due to an unanticipated one-time rebate of \$2.039 million received from the San Diego County Water Authority (SDCWA). The rebate reflects the District's share of SDCWA's award of damages from a lawsuit filed against Metropolitan Water District of Southern California (MWD) for rates unlawfully assessed.
6. Actual Non-operating Revenues – Debt Service Funds were less than Budget YTD for an unfavorable variance due to the timing of benefit assessment funds received from the County. Actual revenues are expected to align with Budget YTD by year-end.



**Construction Work In Progress Report as of 4/30/2021**

Project Name	Budget	Appropriation to Date	Expenditures & Encumbrance	(Over) / Under
New and Remodeled Facilities	\$16,821,000	\$16,821,000	\$16,657,268	\$163,732
Replace El Camino Real PL	\$4,960,000	\$4,960,000	\$4,603,970	\$356,030
San Dieguito Desalination	\$42,837,000	\$3,962,000	\$3,693,620	\$268,380
Manchester Recyc PL Exten.	\$3,906,000	\$3,551,000	\$483,946	\$3,067,054
Rehab UV Disinfect. Sys.	\$3,420,000	\$3,420,000	\$3,413,394	\$6,606
Manchester Potable Pipeline	\$2,290,000	\$2,290,000	\$302,740	\$1,987,260
Replace Valves	\$9,121,000	\$1,300,000	\$1,276,803	\$23,197
Fixed Base AMI	\$3,278,000	\$772,233	\$677,985	\$94,248
Replace DCMWTP Membranes	\$8,336,000	\$725,000	\$663,340	\$61,660
Morning Sun PRS	\$640,000	\$640,000	\$599,550	\$40,450
Pipeline Replace. Assessment	\$590,000	\$590,000	\$587,707	\$2,293
Replace Neighborhood 1 SPS	\$4,832,000	\$557,000	\$465,626	\$91,374
DCMWTP Chem. Sys. Upgrade	\$525,000	\$525,000	\$369,984	\$155,016
Storage Pond - Landscape	\$380,000	\$380,000	\$370,476	\$9,524
Golem PS Replacement	\$365,000	\$365,000	\$308,128	\$56,872
Replace Headworks Manual Sys	\$3,160,000	\$342,000	\$37,975	\$304,025
Lone Jack PRS	\$328,000	\$328,000	\$109,040	\$218,960
Replace Pipelines	\$8,019,950	\$306,950	\$1,914	\$305,036
DCMWTP Analyzer Replace.	\$727,000	\$305,000	\$216,551	\$88,449
Lusardi Canyon CP	\$294,000	\$294,000	\$300,328	(\$6,328) *
Replace 4S Clarifier Drives	\$271,000	\$271,000	\$217,132	\$53,868
Steel Mains Protection	\$3,120,000	\$260,000	\$83,520	\$176,480
Replace Potable Meters	\$4,042,000	\$260,000	\$191,661	\$68,339
Retrofit Pot. Service to Recyc	\$1,267,000	\$239,000	\$19,929	\$219,071
Network Security	\$1,126,000	\$220,000	\$166,708	\$53,292
Stratford HOA Pipeline Repair	\$213,050	\$213,050	-	\$213,050
Network User Enhancements	\$200,000	\$200,000	\$821	\$199,179
WW Biological Process Optimiz	\$196,000	\$196,000	\$170,734	\$25,266
Rancho La Cima/Aliso Canyon PL	\$165,000	\$165,000	\$63,152	\$101,848
Replace WW Pumps/ Motors/Equip	\$1,799,000	\$156,000	\$19,044	\$136,956
Pot & Recycled Master Plan	\$524,000	\$115,000	-	\$115,000
DCMWTP PH Control System	\$737,000	\$88,000	\$79,396	\$8,604
Phone System - Admin Bldg.	\$79,000	\$79,000	\$65,429	\$13,571
Replace Pot. Pumps and Motors	\$1,026,000	\$78,000	\$5,913	\$72,087
Palms I and II Reservoirs	\$1,307,000	\$73,000	\$72,785	\$215
Vault Upgrades	\$105,000	\$70,000	\$34,425	\$35,575
District-Wide Facility Securit	\$70,000	\$70,000	\$18,789	\$51,211
Village Park PRS	\$60,000	\$60,000	\$408	\$59,592
Gardendale PRS	\$60,000	\$60,000	\$408	\$59,592
GP Upgrade	\$54,000	\$54,000	\$6,566	\$47,434
Rehab Concrete Tanks	\$727,000	\$53,000	\$61,804	(\$8,804) *
Replace Meter Anodes	\$1,496,000	\$50,000	\$13,120	\$36,880
HQ Facilities Enhancements	\$45,000	\$45,000	\$29,373	\$15,627
DCMWTP Trains 9 & 10 Valves	\$45,000	\$45,000	\$46,912	(\$1,912) *
Rancho Cielo Manhole Lining	\$539,000	\$45,000	\$26,800	\$18,200
Parking & Access Improvements	\$265,000	\$41,000	\$8,207	\$32,793
Residuals Handling Bldg Canopy	\$482,000	\$40,000	\$39,529	\$471
4S Physical Security Upgrades	\$35,000	\$35,000	-	\$35,000
Replace EFRR Interpretive Roof	\$22,000	\$22,000	\$15,423	\$6,577
4S System Manhole Lining	\$189,000	\$16,000	-	\$16,000
Meter Replacement, Recycled	\$164,000	\$14,000	\$837	\$13,163
Cielo Generator Switch		\$0	\$12,970	(\$12,970) #
<b>Total:</b>	<b>\$135,260,000</b>	<b>\$45,767,233</b>	<b>\$36,612,139</b>	<b>\$9,155,094</b>

\* Project is complete

# Emergency project within GM approval limit



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Teresa L. Chase, Administrative Analyst  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER 2021 ANNUAL OBJECTIVES AND TIGER TEAM STATUS REPORT**

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## Purpose

The purpose of this agenda item is to provide the board with an update on the status of the 2021 annual objectives, stretch objectives, and the Tiger Team program for the period beginning January 1, 2021.

## Recommendation

Receive informational item, and update objective 10 to refer to the completion of “preliminary design” of 4S Ranch Water Reclamation Facility Headworks Screening System instead of “design.” The change in language is due to changes in the budget for Fiscal Year 2022.

## Alternative(s)

The board may reject staff’s recommendation to update objective 10, or otherwise provide direction as the board deems fit.



## **Background**

At the February 10 board meeting, 63 annual objectives and 16 stretch objectives were approved for calendar year 2021. This is the second full status update presented to the board.

## **Fiscal Impact**

There are no costs associated with this item.

## **Discussion**

This report is presented to the Board of Directors to provide updates on staff's progress toward completion of the 2021 annual objectives and stretch objectives. The status of the Tiger Team program is also included in the report to track funds saved or generated through grant funding, cost savings, and alternative revenue generation.

Regarding objective 10, preliminary design will be completed by December 2021, and final design and construction will commence once OMWD is successful in issuing \$5 million in new sewer debt to pay for this project, anticipated by year end. Due to these anticipated financial changes and as reflected in the mid-term budget adjustments approved by the board at its June 16 meeting, staff no longer intends to complete full design of the 4S Ranch Water Reclamation Facility Headworks Screening System in Calendar Year 2021. Staff recommendation reflects a commensurate update to the language in objective 10.

The next status update will be provided at the October 13 board meeting. The objectives featured herein are to be completed by December 31, 2021.

*Attachments: Annual Objectives PowerPoint*



# 2021 Annual Objectives

July 14, 2021

Board of Directors Meeting





# 2021 Annual Objectives

- A total of 63 objectives and 16 stretch objectives were adopted for calendar year 2021



## 1. Providing safe, reliable, high-quality drinking water to each customer in a cost-effective manner.

### Objective

1. Complete Train 6 membrane replacement at David C. McCollom Water Treatment Plant and commence membrane replacement of one additional train depending on the priority needs of the trains
2. Commence construction of David C. McCollom Water Treatment Plant dedicated pH control system (chemical storage and feed systems equipment and controls)

### Progress Toward Completion

1. 75% - Completed Train 6 membrane replacement June 1; Train 2 replacement is scheduled for November
2. 10% - Staff is developing RFP and scope of work



## 1. Providing safe, reliable, high-quality drinking water to each customer in a cost-effective manner.

### Objective

3. Complete conversion to the use of 40% liquid ammonium sulfate at the Ammonia Feed Injection Facility to minimize costs and safety impacts
4. Commence Drone Inspection Pilot Program; report findings to Facilities Committee

### Progress Toward Completion

3. 100% - Conversion, including tank installation, commissioning of new chemical feed and storage system, and SCADA integration, is complete
4. 70% - Drone inspection is complete; staff is analyzing data to prepare a report for the Facilities Committee



**1. Providing safe, reliable, high-quality drinking water to each customer in a cost-effective manner.**

**Objective**

**Progress Toward Completion**

5. Enhance use of Enterprise Asset Management system to achieve better understanding of maintenance management; report findings to Facilities Committee
6. Perform an internal audit of asset redundancy and equipment reliability based on previous independent reports; report findings to Facilities Committee

5. 50% - Staff is integrating Infor EAM software with GIS to increase the accuracy of work order creation and tracking; EAM field forms will also gather more data for asset tracking and future analysis
6. 35% - Internal audit complete; developing report for Facilities Committee



**1. Providing safe, reliable, high-quality drinking water to each customer in a cost-effective manner.**

**Objective**

**Progress Toward Completion**

7. Outside of bird breeding season, complete maintenance of five impacted easements

7. 100% - Staff completed maintenance of five impacted easements

Stretch

Complete maintenance of three additional impacted easements beyond Objective 7

33% - Staff completed maintenance of one additional easement beyond Objective 7

Revise the existing developer agreement to better protect OMWD regarding shutdowns, facility standby, facility locating, and authorized work hours; achieve General Counsel and board approval of revisions

100% - Agreement revisions were completed, accepted by General Counsel, and approved at the March 17 board meeting



**2. Providing wastewater collection and treatment services in an environmentally responsible manner, and producing and supplying high-quality recycled water to irrigation customers in support of regional water conservation efforts.**

**Objective**

**Progress Toward Completion**

8. Complete design and issue a request for proposals for the 4S Ranch Neighborhood 1 Sewer Pump Station Replacement Project
9. Complete construction of the 4S Ranch Water Reclamation Facility Clarifier Drive Replacement Project

8. 60% - Amendment to re-initiate design was approved at the February 10 board meeting; 60% design submittal is under review
9. 100% - Construction is complete; Notice of Completion was accepted at the March 17 board meeting



**2. Providing wastewater collection and treatment services in an environmentally responsible manner, and producing and supplying high-quality recycled water to irrigation customers in support of regional water conservation efforts.**

**Objective**

10. Complete design of 4S Ranch  
Water Reclamation Facility  
Headworks Screening System

**Progress Toward Completion**

10. 25% - Professional Services  
Agreement with selected  
consultant was approved at the  
May 19 board meeting;  
preliminary design is underway



## 2. Providing wastewater collection and treatment services in an environmentally responsible manner, and producing and supplying high-quality recycled water to irrigation customers in support of regional water conservation efforts.

### Objective

11. Complete a minimum of five new recycled water connections/conversions
12. Commence implementation of inflow and infiltration study findings from the Rancho Cielo Collection System Study

### Progress Toward Completion

11. 20% - One recycled water connection is complete; nine conversions are underway
12. 50% - Staff is implementing manhole installations and relining based on study findings



**2. Providing wastewater collection and treatment services in an environmentally responsible manner, and producing and supplying high-quality recycled water to irrigation customers in support of regional water conservation efforts.**

**Objective**

- 13. Evaluate and implement new cross-connection software by which outside backflow testers will enter test results electronically
- 14. Evaluate and implement a Wet Weather Incentive Credit to incentivize the use of recycled water upon certain conditions as discussed with Regional Board

**Progress Toward Completion**

- 13. 75% - Software agreement complete; developing program implementation timeline
- 14. 50% - Staff evaluated options and developed a Wet Weather Incentive Program ordinance to be presented at the August board meeting



## 2. Providing wastewater collection and treatment services in an environmentally responsible manner, and producing and supplying high-quality recycled water to irrigation customers in support of regional water conservation efforts.

### Objective

### Progress Toward Completion

#### Stretch

Complete two additional recycled water connections/conversions beyond Objective 11

0% - A number of sites are in various stages of conversion



### 3. Operating Elfin Forest Recreational Reserve in the most cost-effective, safe, environmentally responsive, and service-oriented manner.

Objective	Progress Toward Completion
15. Continue education program for elementary schools in partnership with the Escondido Creek Conservancy, Nature Collective, and San Diego Zoo as COVID restrictions allow	15. 50% - EFRR now offers virtual field trip activities that involve 360-degree camera images; completed a new Elfin Forest Interpretive Center Honoring Susan J. Varty virtual field trip
16. Participate in I Love a Clean San Diego Creek to Bay Cleanup event if COVID restrictions allow	16. 100% - Participated in April 24 virtual Creek to Bay Cleanup
17. Utilize volunteer groups such as San Diego Mountain Bike Association and EFRR trail patrol for two trail maintenance/repair projects as COVID restrictions allow	17. 0% - COVID-19 restrictions did not allow for volunteer activities at EFRR during the first half of 2021; it is anticipated that volunteer trail projects will be possible in the coming months



### 3. Operating Elfin Forest Recreational Reserve in the most cost-effective, safe, environmentally responsive, and service-oriented manner.

Objective	Progress Toward Completion
18. Host fifteenth annual photo contest if COVID restrictions allow	18. 20% - The photo contest will kick off September 6 and end December 31; this modified schedule will allow sponsors additional time to recover from COVID-19-related hardships and provide photographers the opportunity to photograph EFRR after COVID-19 restrictions ease; staff is coordinating with new and potential sponsors
19. Complete Native American dwelling structure and interpretive display	19. 80% - Structure is complete; draft interpretive signage from a troop of Eagle Scouts is expected in July



### 3. Operating Elfin Forest Recreational Reserve in the most cost-effective, safe, environmentally responsive, and service-oriented manner.

#### Objective

- 20. Monitor oak trees within EFRR for signs of Golden Spotted Oak Borer beetle damage, document findings, and report findings to EFRR Executive Committee
- 21. Host water conservation workshop at Elfin Forest Interpretive Center Honoring Susan J. Varty if COVID restrictions allow

#### Progress Toward Completion

- 20. 50% - Monitoring is complete; staff is developing a report with recommendations to present to EFRR Executive Committee
- 21. 25% - A water-wise, native plant workshop is scheduled for October 14



### 3. Operating Elfin Forest Recreational Reserve in the most cost-effective, safe, environmentally responsive, and service-oriented manner.

Objective	Progress Toward Completion
22. Develop and implement improved system for documenting trail maintenance to better identify future labor and budgetary demands	22. 40% - Implemented a trail maintenance documentation system; data collection is ongoing; rangers have begun interpreting data to support future maintenance and labor decisions
23. Report to board on the status of EFRR parking lot expansion efforts and the safety of ingress and egress at EFRR	23. 25% - A preliminary report was provided to EFRR Executive Committee on March 23; data collection is ongoing; a presentation to the full board is scheduled for September



### 3. Operating Elfin Forest Recreational Reserve in the most cost-effective, safe, environmentally responsive, and service-oriented manner.

#### Objective

#### Progress Toward Completion

##### Stretch

Cooperate with I Love a Clean San Diego on additional clean-up day if COVID restrictions allow

5% - An additional clean-up day is scheduled for September 18

Work with volunteer groups on two additional trail maintenance events if COVID restrictions allow

0% - EFRR volunteer programs resumed on May 14; it is anticipated volunteer trail projects will be possible in the coming months



#### 4. Pursuing alternative and renewable energy sources as a means of offsetting costs and energy charges, providing sustainability.

##### Objective

24. Continue partnerships with energy providers and third-party consultants to optimize energy costs

25. Collect energy intensity data to determine total energy required to treat and convey potable and recycled water

##### Progress Toward Completion

24. 80% - Staff is partnering with Utility Cost Management to conduct an audit on energy costs; awaiting SDG&E and UCM action items

25. 100% - Data was collected and included in the Urban Water Management Plan 2020 Update approved by the board at the June board meeting



### 5. Providing a safe, healthful, and rewarding work environment which encourages communication as well as values employee participation and personal achievement.

#### Objective

#### Progress Toward Completion

26. Negotiate a new Memorandum of Understanding with the employee associations (Bargaining Unit Members Association & District Employees Association), including potential salary review and range adjustments with a focus on employee retention

26. 40% - Negotiations have been scheduled with bargaining groups to start in July

27. Prepare the staffing analysis succession planning document; present to the Personnel Committee and full board

27. 100% - Staffing analysis was presented to the Personnel Committee and approved at the May 19 board meeting



### 5. Providing a safe, healthful, and rewarding work environment which encourages communication as well as values employee participation and personal achievement.

Objective	Progress Toward Completion
28. Conduct training for managers and supervisors on emotional intelligence	28. 100% - Emotional intelligence training for managers and supervisors was completed on March 30
29. Provide optional training for all staff on developing leadership skills	29. 100% - Leadership training for all interested staff was completed on March 10
30. Create internal COVID task force to address employee COVID concerns with General Manager serving on task force	30. 100% - Created task force; meetings are held bi-weekly



**5. Providing a safe, healthful, and rewarding work environment which encourages communication as well as values employee participation and personal achievement.**

**Objective**

**Progress Toward Completion**

**Stretch**

Resume progress towards new safety record by completing the year with no preventable lost-time injuries

15% - A lost-time injury occurred on March 8, which was judged as preventable by the Safety Committee; staff will strive for no additional lost-time injuries for the remainder of the year



## 6. Exceeding all federal, state, and local regulatory requirements for providing potable water, wastewater treatment, and recycled water.

Objective	Progress Toward Completion
31. Submit the Urban Water Management Plan 2020 Update to the Department of Water Resources	31. 100% - UWMP was submitted to DWR prior to the July 1 deadline
32. Revise Water Supply Shortage Ordinance to meet new state requirements	32. 100% - Water Supply Shortage Ordinance was revised and approved by the board at the June 16 meeting
33. Create interdepartmental committee to provide greater oversight for stormwater issues at headquarters and 4S Ranch Water Reclamation Facility; conduct two meetings	33. 100% - Committee was formed and conducted two virtual meetings; additional meetings are planned in July



## 6. Exceeding all federal, state, and local regulatory requirements for providing potable water, wastewater treatment, and recycled water.

Objective	Progress Toward Completion
34. Conduct pre-qualification of contractors for the Valve Replacement Project; enhance experience of in-house staff by completing replacement of 25 valves	34. 65% - Contractor pre-qualification process completed in May; public bid process with pre-qualified contractors commenced in July; staff has replaced five broken valves to date
35. Identify and raise 10 fire hydrants to grade	35. 100% - 10 fire hydrants have been raised to grade
36. Analyze costs and benefits of performing a leak detection survey on potable and recycled distribution systems	36. 50% - Staff is developing a scope of services and RFP and will analyze the costs and benefits of a survey



6. Exceeding all federal, state, and local regulatory requirements for providing potable water, wastewater treatment, and recycled water.

Objective

Progress Toward Completion

Stretch

Complete replacement of 10 additional valves beyond Objective 34

0% - Staff will review after the achievement of Objective 34

Develop a transition plan for resuming disconnections for non-payment in compliance with Senate Bill 998 (2018) upon discontinuation of the statewide moratorium

30% - Governor announced on June 11 that the water discontinuation moratorium will end on September 30; staff is evaluating options and determining necessary actions



## 7. Minimizing all of OMWD's operational costs while maintaining a high level of customer service.

Objective	Progress Toward Completion
37. Complete Phase VI of the Advanced Metering Infrastructure implementation project	37. 100% - Phase VI is complete; tower gateway base stations were relocated; 2,466 AMI endpoints were installed
38. Transition to multiple billing cycles to improve responsiveness to customers and more promptly provide consumption data	38. 20% - A transition plan is in progress
39. Continue to pursue local, state, federal, and private grant funding to offset costs	39. 50% - Ongoing; submitted an application for Title XVI funding for the North San Diego County Regional Recycled Water Program 2020 Project; if selected, OMWD's portion would be approximately \$1.9 million



## 7. Minimizing all of OMWD's operational costs while maintaining a high level of customer service.

Objective	Progress Toward Completion
40. Continue COVID outreach campaign to keep customers informed of OMWD's response	40. 50% - Ongoing; featured in April newsletter and social media; COVID-specific webpage provides updated information
41. Resume holding public meetings in boardroom once COVID restrictions allow	41. 10% - While board members have resumed in-person meetings, COVID-19 restrictions have not allowed for in-person meetings with the public; hybrid meetings utilizing Zoom continue
Stretch Achieve one or more new grant awards	100% - Awarded \$500,000 for AMI Conversion (Phases 7-8) from US Bureau of Reclamation's WaterSMART Water and Energy Efficiency grant program



## 8. Maintaining open communication and participation with the public through active conservation and educational programs as well as continually seeking customer input for informed decision-making.

Objective	Progress Toward Completion
42. Complete design and commence installation of a water use efficiency demonstration garden at OMWD headquarters	42. 10% - Staff met with contractor; garden design is underway and will include features that will be utilized in future workshops offered to OMWD customers
43. Conduct comprehensive review of OMWD's website and implement updates to improve transparency and user experience, including development of an "owner/developer projects" webpage	43. 50% - Completed comprehensive review by all departments in June; staff updated the Billing and Fees webpage; further revisions and additions will be implemented in July



## 8. Maintaining open communication and participation with the public through active conservation and educational programs as well as continually seeking customer input for informed decision-making.

Objective	Progress Toward Completion
44. Continue #whatisthatthing outreach campaign to improve customer awareness of water infrastructure	44. 50% - Ongoing; program was featured in May issue of American Water Works Association's Opflow magazine; released first campaign video in May
45. Conduct outreach to maximize customer awareness of the My Water Use portal and leak-detection devices	45. 50% - Ongoing; outreach conducted via postcards, high usage letters, and continuous usage calls; information on leak-detection devices and Fix-a-Leak Week was posted on social media



## 8. Maintaining open communication and participation with the public through active conservation and educational programs as well as continually seeking customer input for informed decision-making.

### Objective

### Progress Toward Completion

- |   |   |
|---|---|
| 46. Update bill statements to improve graph readability   | 46. 75% - Staff is working with the software developer to finalize the revised graph  |
| 47. Host headquarters open house event if COVID allows  | 47. 10% - COVID-19 restrictions have not allowed for public events thus far; staff is considering options for a fall event, including a virtual open house  |
| 48. Continue to develop messaging to protect customers' interests and to ensure customer awareness of State Water Resources Control Board water use efficiency regulations and new legislative requirements | 48. 50% - Ongoing; information on water use efficiency regulations was posted on social media; sent opposition letter on AB 1434, which aimed to lower GPCD standards, and included an article in the June newsletter; AB 1434 has since become a two-year bill |



## 8. Maintaining open communication and participation with the public through active conservation and educational programs as well as continually seeking customer input for informed decision-making.

Objective	Progress Toward Completion
49. Partner with local businesses, vendors, and community organizations on a public service announcement and/or workshop	49. 100% - Ongoing; staff partnered with Solana Center, Santa Fe Irrigation District, San Dieguito Water District, and Carlsbad Municipal Water District on a month-long rain barrel education/distribution campaign and with Olivenhain Fire Safe Council on its May 22 event; considering additional partnerships for fall events, if applicable
Stretch	
Produce five or more new videos to convey messages to customers	20% - Released #whatisthatthing campaign video; a video on CIP projects is underway
Enroll minimum of 1,500 customers in My Water Use portal	63% - There are 941 registered users as of June 15



**8. Maintaining open communication and participation with the public through active conservation and educational programs as well as continually seeking customer input for informed decision-making.**

**Objective**

**Stretch**

Win award from CSDA, ACWA, or other industry group

**Progress Toward Completion**

100% - 4S Ranch Water Reclamation Facility was honored as Plant of the Year by California Water Environment Association for both the San Diego Section and statewide competitions; 4S Ranch Water Reclamation Facility's UV System was named American Public Works Association San Diego & Imperial Counties Chapter's Project of the Year awards program; Unit AA Emergency Repair received Honors Award from American Public Works Association San Diego & Imperial Counties Chapter



8. Maintaining open communication and participation with the public through active conservation and educational programs as well as continually seeking customer input for informed decision-making.

	Objective	Progress Toward Completion
Stretch	Engage and influence SDCWA to review education programs to include focus on water infrastructure	50% - Staff engaged SDCWA at its April Joint Public Information Council meeting; SDCWA is developing a draft workbook for school programs that incorporates a focus on water infrastructure



**9. Ensuring that financial plans, policies, and practices maintain the ability of OMWD to construct, operate, and maintain all approved facilities including replacement funds for future needs.**

Objective	Progress Toward Completion
50. Conduct comprehensive review of purchasing guidelines in Article 6 to bring in line with industry standards	50. 75% - Review complete; draft Article 6 was presented to workgroup in June
51. Streamline accounts payable by converting from manual checks to electronic fund transfers	51. 40% - Testing is underway in Microsoft Dynamics GP; staff created an automated report for EFT batches with signature lines for batch approval in preparation for enrolling vendors in EFT for payment
52. Complete annual review of water rates and charges	52. 100% - Annual review is complete; 2021 water rates and charges approved at the March 17 board meeting



**9. Ensuring that financial plans, policies, and practices maintain the ability of OMWD to construct, operate, and maintain all approved facilities including replacement funds for future needs.**

Objective	Progress Toward Completion
53. Complete mid-term review of biannual budget and provide board with status update on two-year budget process	53. 100% - Completed midterm budget review and obtained Finance Committee approval; staff provided an update on the two-year budget process at the June 16 board meeting
54. Complete sewer rate cost-of-service study in preparation for sewer rate hearing in May 2021 and implementation of new rates on July 1, 2021	54. 100% - Completed study; held May 19 sewer rate hearing; new rates approved by the board at the June 16 board meeting



**9. Ensuring that financial plans, policies, and practices maintain the ability of OMWD to construct, operate, and maintain all approved facilities including replacement funds for future needs.**

**Objective**

**Progress Toward Completion**

55. Submit the fiscal year 2021 Comprehensive Annual Financial Report to Government Finance Officers Association for its annual financial reporting excellence award

55. 33% - Completed interim audit in June

**Stretch**

Keep operations and maintenance budget increase to 3% or less for fiscal year 2022

100% - Board approved staff-recommended 2.67% reduction to the FY 2021-22 budget in OMWD's operating departments budget at the June 16 board meeting



## 10. Planning and constructing the Master Plan of Facilities to meet the long-term water storage, treatment, transmission, and distribution needs of OMWD.

Objective	Progress Toward Completion
56. Complete construction of the El Camino Real Pipeline Replacement and Green Bike Lane Project	56. 95% - Completed all OMWD work for the project; staff is coordinating the removal of City of Encinitas work from the contract and anticipates bringing a NOC to the August board meeting
57. Substantially complete ( $\geq 75\%$ ) construction of the Manchester Avenue Potable Water Pipeline Replacement Project	57. 10% - Received bids in June; if board approves at July meeting, staff anticipates commencing construction in September
58. Commence construction of the Lone Jack Pressure Reducing Station Replacement Project	58. 30% - The project is currently in the design phase, with bids expected in September; anticipate commencing construction in November



## 10. Planning and constructing the Master Plan of Facilities to meet the long-term water storage, treatment, transmission, and distribution needs of OMWD.

### Objective

### Progress Toward Completion

#### Stretch

Commence design of the Rancho Santa Fe Unit A North Pipeline Replacement Project based on the 2020 Condition Assessment Report

10% - Draft RFP for design work is underway



## 11. Establishing programs and policies to develop alternative water supplies to serve existing and future customers.

### Objective

59. Conduct workshop with the board regarding San Dieguito Valley Brackish Groundwater Desalination Project pump test results and next steps

### Progress Toward Completion

59. 100% - Held workshop at the April 14 board meeting



## 12. Cultivating supportive and positive relationships with the federal, state, and local agencies which may impact OMWD's operations.

Objective	Progress Toward Completion
60. Conduct workshops with board to review OMWD's position on Delta Conveyance Project, Salton Sea issues, and updates on SDCWA's proposed Regional Conveyance System	60. 25% - Briefings from SDCWA are scheduled for the August 18 board meeting with additional presentations from OMWD staff to take place at future meetings
61. Conduct informational workshop with board on Fallbrook and Rainbow LAFCO reorganization	61. 20% - GM is on the LAFCO Committee on the Fallbrook/Rainbow reorganization; report from LAFCO consultant is underway and a workshop will be scheduled upon completion



## 12. Cultivating supportive and positive relationships with the federal, state, and local agencies which may impact OMWD's operations.

### Objective

- 62. Engage and influence State Water Resources Control Board regulations and water use efficiency legislation utilizing OMWD's advocate in Sacramento
- 63. Participate with Department of Water Resources' workgroup on Standards, Methodologies, and Performance Measures and influence statewide policy

### Stretch

Coordinate and participate in EFRR first responder scenario training with Rancho Santa Fe Fire Protection District

### Progress Toward Completion

- 62. 50% - Ongoing; staff has submitted comment letters and attended multiple workshops
- 63. 50% - Ongoing; staff has attended both virtual workshops, providing input that has been incorporated into one of the proposed methods for determining outdoor water use efficiency standards

25% - April EFRR scenario training was canceled by Rancho Santa Fe Fire Protection District due to a loss within their department; staff is coordinating with RSFFPD on a new date





# Tiger Team Report

## Grants and Alternative Funding

- *\$1,907,737 – Pursuing funding for Regional Recycled Water Program: 2020 Project through WaterSMART: Title XVI Water Reclamation and Reuse Projects funding program*
- *\$307,354 – Pursuing funding for EFRR Visitor Access Expansion Project via FY 22 appropriations through Senator Feinstein's office*

**Total Grants and Alternative Funding this Period:**  
**\$0 awarded**  
***\$2,215,091 Pursued***

## Cost Savings

- Savings of \$300 – Partnered with Olivenhain Fire Safe Council on Community Wildfire Preparedness Fair on May 22

**Total Cost Savings to OMWD this Period:**  
**\$300**





# Tiger Team Report

## Alternative Revenue

### OLIVENHAIN MUNICIPAL WATER DISTRICT SCHEDULE OF OTHER BUSINESS (NON-WATER RELATED) REVENUES FOR THE THREE MONTHS ENDED MARCH 31, 2021 (UNAUDITED)

	ACTUAL	THREE MONTH BUDGET
REVENUES:		
CELL SITE LEASES + RENTAL	171,841	189,500
MISCELLANEOUS INCOME	2,414	
ROGER MILLER HYDROELECTRIC REVENUES	7,635	20,000
SELF-GENERATION INCENTIVE PROGRAM GRANT	-	1,250
CB&T VISA CASH INCENTIVE*	5,416	N/A
ESTIMATED DCMWTP ENERGY OFFSETS**	126,211	N/A
	<u>313,516</u>	<u>210,750</u>
 TOTAL REVENUE FOR THE THREE MONTHS ENDED MARCH 31, 2021	 <u><u>313,516</u></u>	

#### Notes:

\*This amount is neither recorded nor budgeted until fully realized.

\*\* This is an unrealized revenue. This amount is calculated for internal reporting only.

**Total alternative revenue in third quarter of FY 2021: \$313,516**





# Tiger Team Report

## Summary

Total fourth quarter FY 2021 grant funding and cost savings, with third quarter FY 2021 alternative revenue: \$313,816

*Total grant funding under pursuit and potential alternative revenue sources:* *\$2,215,091*

### Since Inception of the Program (2005)

Total grant funding and cost savings to date: \$43,933,176

Total alternative revenue generated to date: \$15,456,027



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Cindy Pecile, Engineering & Right of Way Coordinator  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER APPROVAL OF PRIVATE ENCROACHMENT PERMIT NO. 412 FOR 7417 ARTESIAN ROAD (DYKMANS FAMILY TRUST DTD 3-22-1985) AND ORDER THE PERMIT BE RECORDED**

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## Purpose

The purpose of this agenda item is to consider approval of Private Encroachment Permit No. 412 which would allow OMWD to enter into an encroachment permit agreement with the Dykmans Family Trust Dtd 3-22-1985 for the encroaching facilities to serve 7417 Artesian Road in the County of San Diego, State of California. The facilities encroach upon OMWD's Grant of Right of Way No. 332. Approval would additionally authorize the General Manager to sign the Encroachment Permit on behalf of OMWD for recordation by the County of San Diego Recorder's Office.

## Recommendation

Staff recommends approval of Encroachment Permit No. 412 and authorization for the General Manager to sign the permit on behalf of OMWD. The proposed encroaching facilities have been reviewed and approved by OMWD staff.



### **Alternative**

The Board of Directors could direct staff to not allow encroachments to be placed within the easement area.

### **Background**

The encroaching facilities will be installed within OMWD's Grant of Right of Way No. 332 in Director Division 4 (Bruce-Lane).

The encroaching facilities consist of a GravelPave2 paving system cul-de-sac to accommodate a fire department condition of approval for construction of a single family dwelling at this location.

### **Fiscal Impact**

There is no fiscal impact to OMWD in approving Encroachment Permit No. 412. All costs to prepare the permit and install the encroaching facilities have been or will be paid for by the Dykmans Family Trust Dtd 3-22-1985. The Encroachment Permit Agreement stipulates the permittee is responsible for all costs incurred to remove and rebuild the encroaching facilities should OMWD need access to their facilities within the easement. The permit also sets forth OMWD's limitations of liability for any damage to the encroaching facilities which may be caused by OMWD's use of the easement.

### **Discussion**

The encroaching facilities will be constructed in a manner that will not unduly affect OMWD's daily operations or maintenance of OMWD facilities located in the easement. Staff recommends approval and will be available to answer any questions. A copy of the Encroachment Permit is attached for review.

#### *Attachments:*

*Encroachment Permit No. 412*

*Location map*



**RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:**

Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, California, 92024-5699

(This space for recorder's use)  
A.P.N. No. 269-100-44-00

**OLIVENHAIN MUNICIPAL WATER DISTRICT  
PRIVATE ENCROACHMENT PERMIT NO. 412**

THIS ENCROACHMENT PERMIT No. 411 (hereinafter "Agreement") entered into by and between the OLIVENHAIN MUNICIPAL WATER DISTRICT organized and existing pursuant to the Municipal Water District Act of 1911, California Water Code §71000, et seq. (hereinafter "DISTRICT"), and the DYKMANS FAMILY TRUST DTD 3-22-85, a (hereinafter "PERMITTEE").

**R-E-C-I-T-A-L-S**

1. The DISTRICT presently holds title to an easement more particularly described in the DISTRICT's Document No. 332, recorded June 23, 1977, Official Records, San Diego County, not attached hereto, but incorporated herein by reference.
2. PERMITTEE desires to encroach upon this right of way (hereinafter "easement").
3. PERMITTEE is the owner of property described in Exhibit "A" attached hereto.
4. The parties agree that PERMITTEE shall be entitled to encroach upon this easement only to the extent and in the manner specified in this Agreement. No other encroachments shall be allowed without the express prior written consent of the DISTRICT.



## **C-O-V-E-N-A-N-T-S**

1. **Permission to Encroach on Easement:** PERMITTEE is hereby granted permission to encroach upon the easement referred to above in the manner specified in Exhibit “B” subject to all conditions specified in Exhibit “B” and subject to all terms of this Agreement.

2. **Limitations of Rights Granted to PERMITTEE:** Rights being granted to PERMITTEE in accordance with this Agreement shall extend only to such rights as the DISTRICT may grant to PERMITTEE in accordance with the terms of the easement presently held by DISTRICT. PERMITTEE shall be solely responsible for verifying that the rights being granted by DISTRICT may be granted to PERMITTEE in accordance with the terms of the DISTRICT’s easement.

3. **Construction of Encroachment:** PERMITTEE shall be solely responsible for all fees, costs, and expenses of whatever type or nature associated with construction of the encroachment. The DISTRICT shall be notified at least forty-eight (48) hours prior to commencement of construction of the encroachment and shall be permitted to inspect and approve all encroachment construction. All encroachment construction shall be carried out as specified by the DISTRICT, in its sole discretion.

3.1. PERMITTEE shall pay all costs of the DISTRICT’s, including, but not limited to, the costs of inspection, administration, legal fees, and engineering relating to the construction and exercise of permission granted to PERMITTEE by this Agreement.

4. **Maintenance of Encroachment Facilities and Area:** PERMITTEE shall maintain the encroachment facilities and encroachment area at all times in a safe, sanitary, and good condition at PERMITTEE’s sole cost and expense. PERMITTEE shall promptly perform all maintenance and repair of the facilities and encroachment area requested by the DISTRICT from time to time, in its sole discretion.

5. **Protection of DISTRICT Facilities in Encroachment Area:** All facilities of the DISTRICT in the encroachment area shall be protected by PERMITTEE as directed by the DISTRICT from time to time, in its sole discretion.

6. **Payment for all Damages and Expenses Caused by Encroachment:** PERMITTEE shall pay for all damages, of whatever type or nature, which may occur to the DISTRICT’S easement or



facilities within the easement as a result of construction, maintenance, use, repair, removal, or relocation of PERMITTEE's facilities.

6.1. PERMITTEE shall also pay for all fees and costs incurred by the DISTRICT to remove, demolish, or relocate PERMITTEE's facilities in order to repair, maintain, replace, relocate, or remove DISTRICT's facilities in the easement or to install new facilities in the easement as the DISTRICT may determine in its sole discretion.

6.2. Should the DISTRICT determine that PERMITTEE's facilities must be relocated, as the DISTRICT may determine in its sole discretion, PERMITTEE shall pay all fees and costs to remove and relocate these facilities.

6.3. All such payments shall be made within thirty (30) consecutive days following receipt of a written demand from the DISTRICT. The written demand shall specify the amount due and the type of losses or expenses incurred. Any amounts not received by the DISTRICT within this thirty (30) consecutive day period shall earn interest at the maximum rate authorized by California law.

7. **Indemnity:** PERMITTEE hereby agrees to hold harmless, defend and indemnify the DISTRICT and its agents, servants, employees, consultants, and officers from any and all claims, actions, liability, losses, costs, damage, or expense of whatever type or nature to any persons, entities, or property caused by, or claimed to be caused, in whole or in part, by the construction, maintenance, repair, replacement or use of the encroachment facilities or encroachment areas except claims caused by the sole active negligence or intentional misconduct of the DISTRICT or its agents or employees. This indemnity shall include all DISTRICT's attorney's fees, expert fees and costs, and court costs if the DISTRICT is named as a party in any litigation related to the encroachment.

8. **DISTRICT not Liable for Damage to Encroachment or Encroachment Area:** The DISTRICT shall not be liable for any damages whatsoever to the encroachment facilities or encroachment area related in any way to the DISTRICT's continued use of the easement or as a result of the DISTRICT's construction, use, repair, replacement, or relocation of any DISTRICT facilities within the easement.



9. **Other Uses Forbidden:** PERMITTEE is limited to the specific encroachment area and facilities granted by this Agreement. No other encroachment is permitted without the express prior written consent of the DISTRICT.

10. **Prior Rights:** This Agreement shall not alter, modify, or terminate, in any way, any of the prior rights of DISTRICT to use of the easement in accordance with its terms. PERMITTEE shall not be considered as acquiring any permanent interest of any kind or nature in the easement which is inconsistent with the rights of the DISTRICT.

11. **General Conditions:** The encroachment shall be subject to each of the following general conditions (where applicable):

11.1. A minimum vertical clearance of four (4) feet shall be maintained between the DISTRICT's facilities and the approved encroachment facilities.

11.2. A minimum horizontal clearance cover of fifteen (15) feet shall be maintained between the DISTRICT's facilities and the approved encroachment facilities.

11.3. The existing ground level over the DISTRICT's facilities shall not be changed without the prior written consent of the DISTRICT.

11.4. No blasting shall be permitted without the prior inspection and approval of the DISTRICT.

11.5. Heavy equipment is not permitted on the easement without DISTRICT notification and approval.

12. **Termination:** Violation of any of the terms of this Agreement by PERMITTEE shall constitute a material breach of this Agreement entitling the DISTRICT to unilaterally terminate this Agreement by written notice to PERMITTEE, in addition to all other relief afforded by applicable law. Upon receipt of notice of termination from the DISTRICT, PERMITTEE shall promptly remove all encroachment facilities and restore the encroachment area in the manner directed by the DISTRICT, in its sole discretion. All fees, costs, and expenses of removal and restoration shall be paid solely by PERMITTEE.



13. **Agreement as Covenant Running with Land and Binding on Successors:** The parties expressly agree that this Agreement shall be construed as a valid and binding equitable servitude and covenant running with the land which shall be binding upon the heirs, personal representatives, successors, assigns, or transferees of the parties hereto. The parties expressly waive the right to challenge the enforceability of this Agreement as a legal and binding equitable servitude and covenant running with the land in any subsequent arbitration or litigation between the parties or their successors.

14. **Attorney's Fees:** In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall be entitled to all reasonable attorney fees and court costs in addition to such other relief as may be afforded by applicable law.

15. **Law Applied:** The validity, interpretation, construction, and performance of this Agreement shall be construed under the laws of the State of California and the applicable rules and regulations of the DISTRICT.

16. **Venue:** In the event of any arbitration or litigation to interpret or enforce the terms of this Agreement, venue shall lie only in the state or federal courts in or nearest to the North County Judicial District, County of San Diego, State of California.

17. **No Warranties:** There are no warranties or representations of any kind being made.

18. **Modification:** This Agreement shall not be altered in whole or in part except by a modification in writing executed by both parties to this Agreement.

19. **Meaning of "PERMITTEE":** The word PERMITTEE as used in this Agreement shall mean the PERMITTEE or any person or entity deriving any interest in this encroachment permit from PERMITTEE or its successors-in-interest.

20. **Attorney Representation:** The PERMITTEE acknowledges that this Agreement has been prepared by the Law Offices of Nossaman LLP, who represents only the DISTRICT. The PERMITTEE is hereby notified to seek the advice of independent counsel concerning this Agreement and its terms. PERMITTEE acknowledges that PERMITTEE has had the opportunity to do so prior to executing this Agreement.



21. **Effective Date:** The effective date of this permit is \_\_\_\_\_, 20 \_\_\_\_.

22. **Board of Director's Approval:** This Agreement is executed by the DISTRICT pursuant to Board action of \_\_\_\_\_, 20 \_\_\_\_.

**“DISTRICT”**

OLIVENHAIN MUNICIPAL WATER DISTRICT

Dated: \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_

Kimberly A. Thorner  
General Manager

**“PERMITTEE”\***

DYKMANS FAMILY TRUST DTD 3-22-85

Dated: \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_

Max R. Dykmans, Trustee

\*PERMITTEE’S SIGNATURE MUST BE NOTARIZED WITH NOTARY SEAL.



**EXHIBIT “A”**  
**Sheet 1 of 1**

**Legal Description**

BEING A PORTION OF BLOCK ‘K’ IN THE RANCHO SANTA FE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1742 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 28, 1922, ALSO BEING PARCEL 1 OF MAP NO. 18303, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 16, 1999 AS DOC NO. 1999-496812



**EXHIBIT “B”**  
**Sheet 1 of 4**

1. **Encroachment Facilities:**

- a. GravelPave2 porous plastic paving system
- b. GravelPave2 anchors, placed every 6<sup>th</sup> ring
- c. 3/16” to 3/8” angular gravel, washed
- d. ASTM No. 8 stone, 2” depth
- e. ASTM No. 57 stone, 4” depth
- f. ASTM No. 2 stone, 6” minimum depth
- g. Metal or plastic edging
- h. 6 Mil impermeable plate or liner
- i. Filter fabric under GravelPave2 porous plastic paving system

2. **Encroachment Area:**

The encroachment facilities encroach upon DISTRICT Easement No. 332 as shown on Exhibit ‘B’ Sheet 2 - 4.

3. **Special Conditions of Encroachment:**

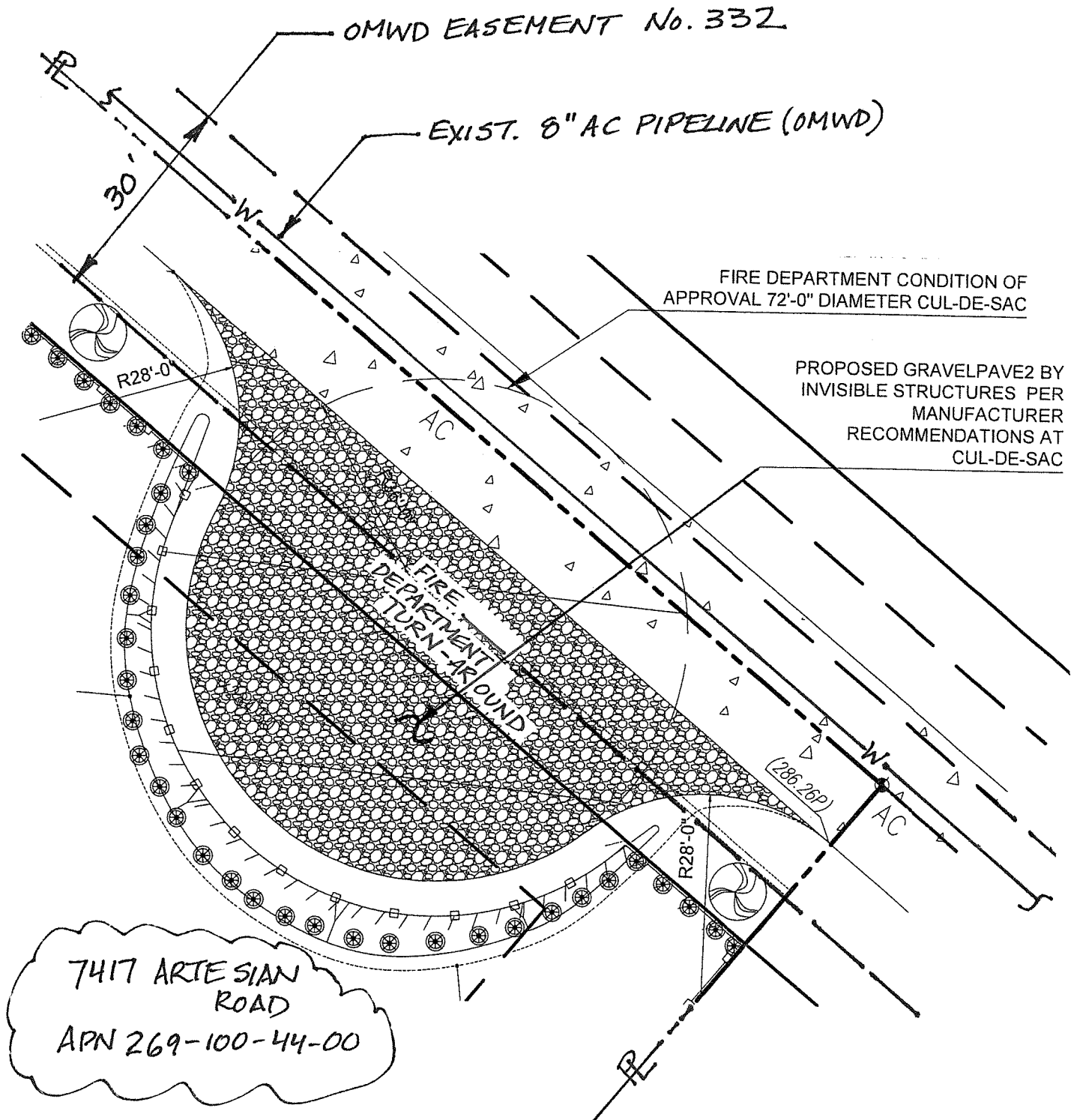
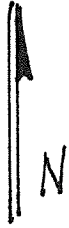
- A. No facilities other than those identified in this encroachment permit shall be placed within the DISTRICT’s easement without the DISTRICT’s prior written approval.
- B. The DISTRICT shall not be responsible for the replacement of encroaching facilities placed within the easement area should they be required to be removed for installation, construction, repair, relocation or maintenance of DISTRICT facilities or any other work undertaken at the sole discretion of the DISTRICT.
- C. Vehicular access gates shall not be secured in any such manner as to prevent the DISTRICT 24 hour/7 days a week unimpeded ingress and egress along their easement. The PERMITTEE must immediately notify the DISTRICT of any change to DISTRICT access.



EXHIBIT 'B'

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SHT. 2 OF 4



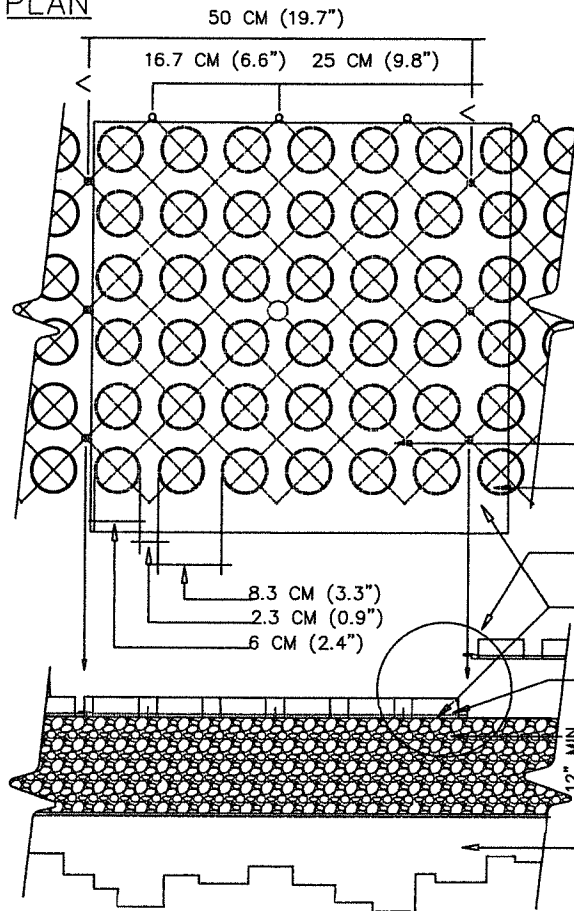


## SUBGRADE NOTE:

1. BEDDING LAYER - 2" ASTM NO. 8 STONE
2. BASE LAYER - 4" ASTM NO. 57 STONE
3. SUBBASE LAYER - ASTM NO. 2 STONE MINIMUM 6"
4. UNDERLAIN WITH TENSAR TX130S OR EQUIVALENT ON BOTTOM AND SIDES OF OPEN GRADED BASE
5. ATOP MINIMUM 12" OF 95% COMPACTED SUBGRADE
6. ALL AGGREGATE SUBGRADE SHALL BE CONSOLIDATED USING A VIBRATORY PLATE OR OTHER LIGHT COMPACTION METHOD IN MAX OF 4" LIFTS.

EXHIBIT B'  
SHT. 3 OF 4

## PLAN



## SPECIFICATIONS

### UNITS

UNIT SIZE - 50 CM X 50 CM X 2.5 CM OR 1 M X 1 M  
(20" X 20" X 1" OR 40" X 40" X 1")

AVAILABLE IN 9 STANDARD ROLL SIZES

UNIT WEIGHT - 538 GRAMS (19 OZ.)  
OR 2.2 KG (4.8 POUNDS)

STRENGTH - 1121 KG/CM<sup>2</sup> (15,940 PSI)

COLOR - BLACK (STANDARD)

RESIN - 100% POST-CONSUMER  
RECYCLED HDPE

FABRIC  
WEIGHT - 1.4 TO 1.7 OZ/SY (47-58 GM/M<sup>2</sup>)

TENSILE - 120 LB/FT<sup>2</sup> (585 KG/M<sup>2</sup>)

FLOW - 275 GAL/MIN/SF (11,200 L/MIN/M<sup>2</sup>)

GRAVELPAVE2

ADJACENT GRAVELPAVE2

SEE ENLARGEMENT BELOW

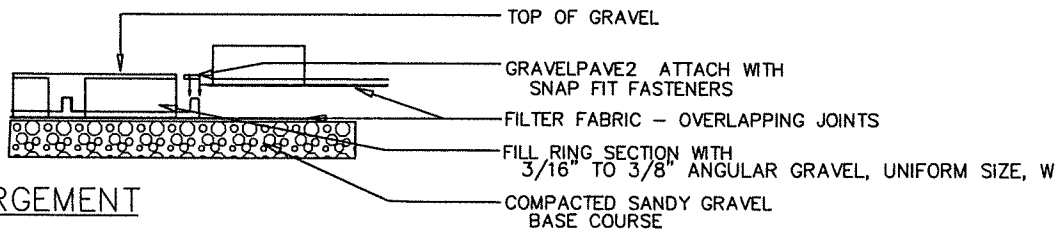
FILTER FABRIC ATTACHED TO  
BOTTOM OF GRAVELPAVE2

GRAVELPAVE2 FILLED WITH 3/16" TO 3/8"  
ANGULAR GRAVEL, UNIFORM SIZE, WASHED

--SEE SUBGRADE NOTE

COMPACTED SUBGRADE

## SECTION

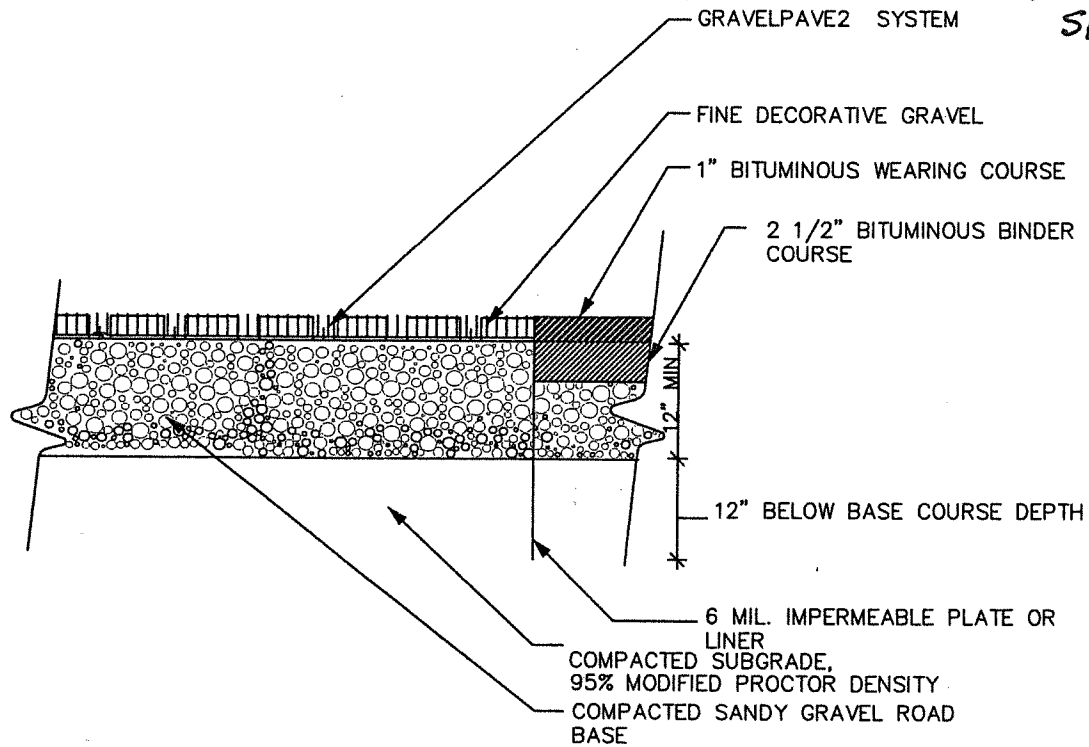


## ENLARGEMENT

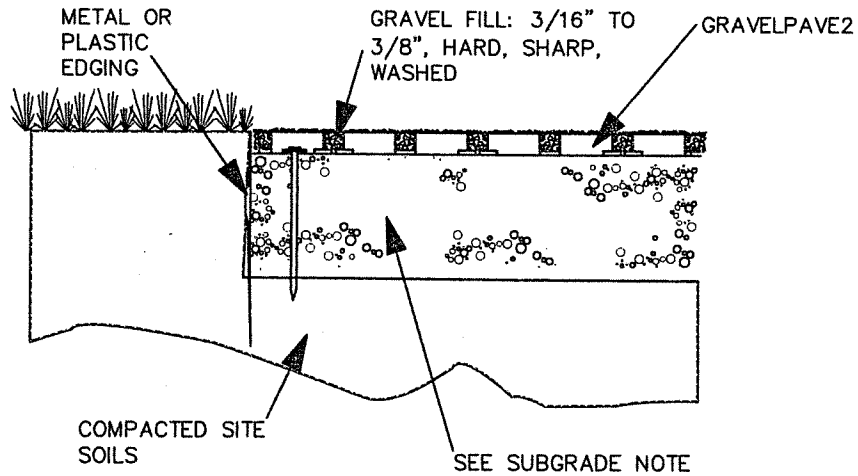
## GRAVELPAVE 2 DETAILS



EXHIBIT 'B'  
SHT. 4 OF 4



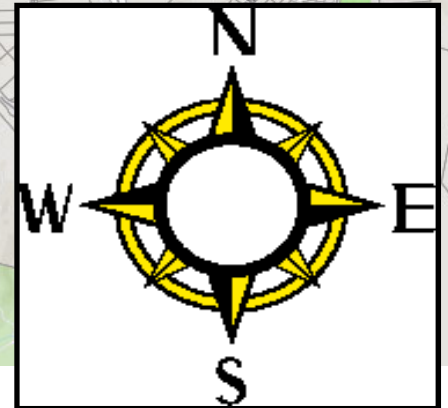
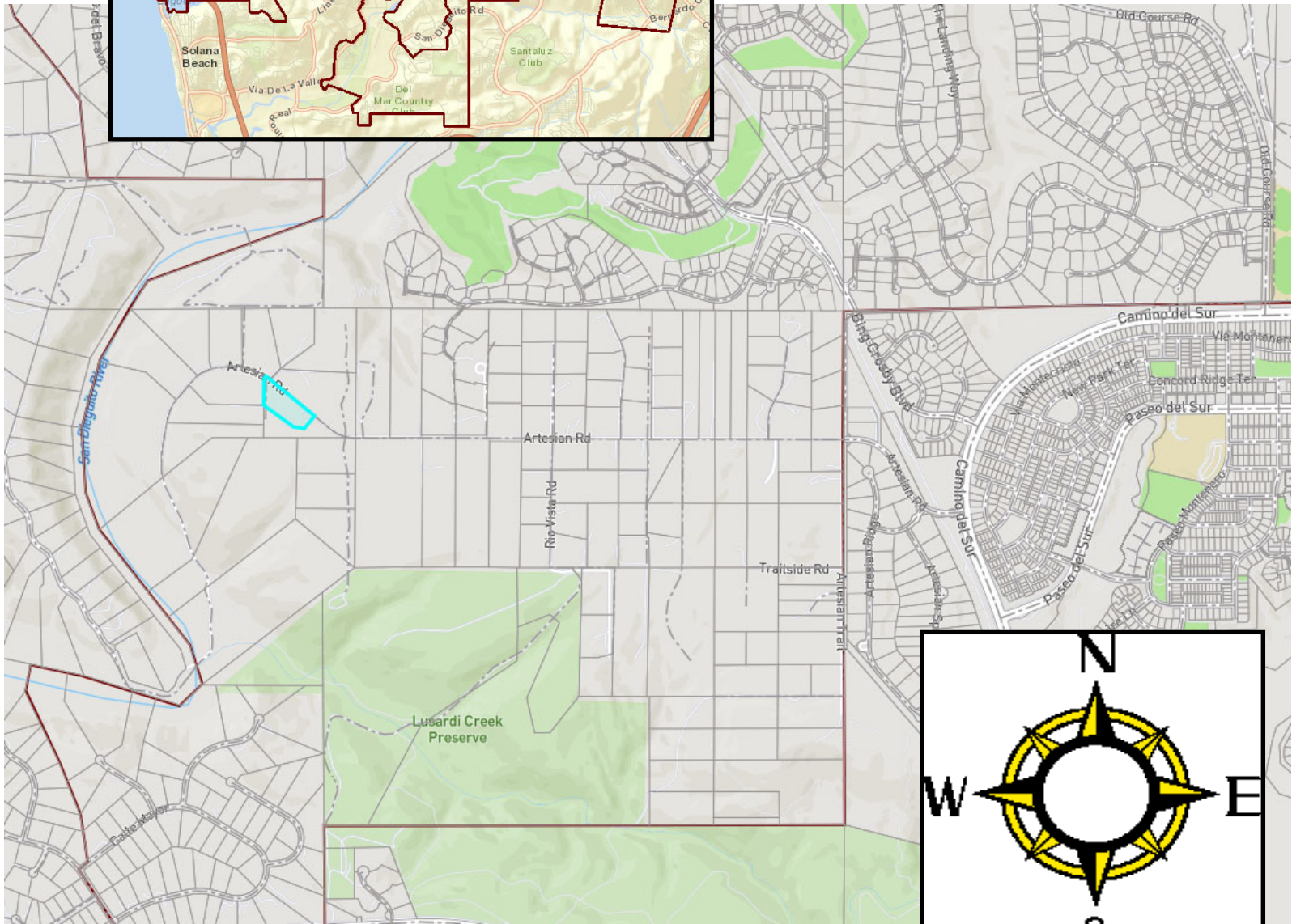
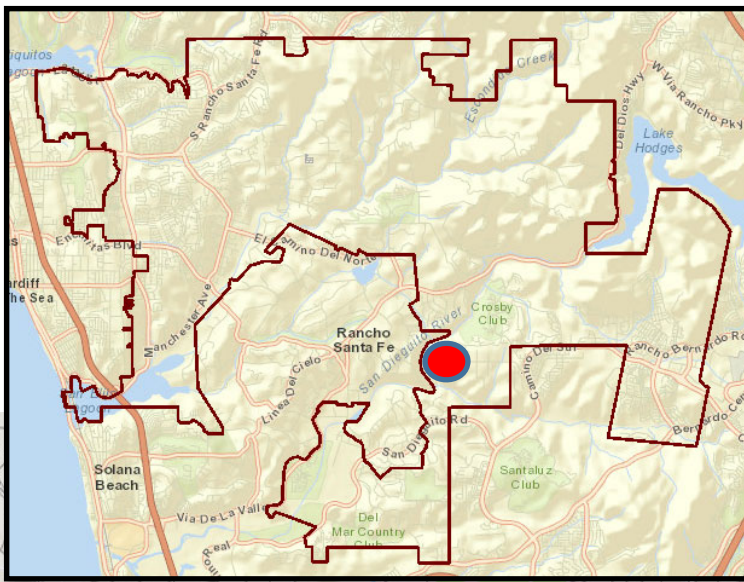
NOTE: GRASS/PLANT TYPES SHALL BE SPECIFIED BY A LANDSCAPE ARCHITECT OR LANDSCAPE DESIGNER



METAL OR PLASTIC EDGING

**GRAVELPAVE2 DETAILS**





**PRIVATE ENCROACHMENT PERMIT NO. 412**  
**7417 ARTESIAN ROAD (DYKMANS)**  
**DISTRICT PROJECT NO. W430049**



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Steve Weddle, Engineering Services Supervisor  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER ACCEPTANCE OF THE 4S RANCH WATER RECLAMATION FACILITY OVERFLOW STORAGE POND LANDSCAPE REHABILITATION PROJECT (JMD LANDSCAPE, INC) INTO OMWD'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED**

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## Purpose

The purpose of this agenda item is to consider acceptance of the 4S Ranch Water Reclamation Facility Overflow Storage Pond Landscape Rehabilitation Project (4S WRF Pond) completed by JMD Landscape, Inc. (JMD Landscape) into OMWD's system and authorize the filing of a Notice of Completion with the San Diego County Recorder.

## Recommendation

Staff recommends acceptance of the 4S WRF Pond project into OMWD's system.

## Alternative(s)

There are no alternatives to accepting the project into OMWD's system. The project was built to OMWD's plans and specifications and the work is complete.



## **Background**

The 4S Water Reclamation Facility Overflow Storage Pond (4S WRF Pond) located in Director Division 4 (Bruce-Lane) was constructed in 2002 by the 4S Kelwood Development Company as part of the wastewater facilities in the 4S Ranch development. Since 2002, the 4S WRF Pond has undergone a few changes including a security fence relocation in 2010, and installation of a new liner system and concrete access road in 2015. The landscape around the 4S WRF Pond perimeter had received minimal repairs and only routine maintenance in the last 18 years, and was in need of an upgrade to address irrigation issues and tree overgrowth.

A project was developed to correct the landscaping issues, including; corrective pruning, removal of competing trees and shrubs, new plant establishment, erosion control, irrigation repairs, and to address community concerns over maintenance and upkeep. Following a public bid process, in which three (3) bids were received, the Board awarded the contract to JMD Landscape as the lowest responsible bidder at their February 12, 2020 meeting.

The project commenced in June 2020. Early in the project it was necessary to install isolation valves and additional piping for irrigation, as well as adding contract days for materials procurement delays due to the COVID-19 pandemic, resulting in a change order in the amount of \$7,360. Change Order No.1 (CO#1) was issued to address these concerns and was approved by the General Manager in July 2020 as it was within her signing authority.

Towards completion of the work, OMWD realized additional warranty time was needed for proper plant establishment and to ensure project success. Change Order No.2 (CO#2) was issued to address needed landscape maintenance services beyond the original project scope, and JMD Landscape was able to provide an additional six (6) months of service for OMWD for \$21,770. CO#2 was approved by the General Manager and issued in October 2020 as the sum total of change orders in the amount of \$29,130 was within her signing authority.

During the six (6) months of additional landscape maintenance and plant establishment service provided by JMD Landscape, normally scheduled maintenance rendered by Aztec Landscaping Inc. under an existing District-Wide Landscaping contract was deferred and re-deployed to other sites. This allowed for an efficiency of service and prevented added cost for high priority sites, typically needing higher levels of service during the prime spring growing months.



## **Fiscal Impact**

The project is now complete and within budget.

Is this a Multi Fiscal Year Project? **Yes**

In which FY did this capital project first appear in the CIP budget? **2018**

Current Fiscal Year Appropriation: **\$380,000**

To Date Approved Appropriations: **\$380,000**

Expenditures and Encumbrances as of (June 10,2021): **\$370,476**

Is this change order/allocation within the appropriation of this fiscal year? **N/A**

If this change order/allocation is outside of the appropriation, Source of Fund: **N/A**

## **Discussion**

The 4S WRF Pond project was constructed in accordance to OMWD's plans and specifications and all work is now complete.

Staff is available to answer any you may have questions.

Before and after representative photos are below from some of the prominent outward facing landscaped areas.





*Before and after photos of Cimarron Canyon Dr.*





*Before and after of Lone Quail Rd.*





*Cimarron Crest Dr. at Lone Quail Rd.*

*Attachment(s):  
Notice of Completion;  
Project Location Map*



**RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:**

Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, California, 92024-5699

(This space for recorder's use)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the facilities for the 4S Ranch Water Reclamation Facility Overflow Storage Pond Landscape Rehabilitation Project located at 16595 Dove Canyon Road, San Diego, CA 92127, in the County of San Diego, State of California for which the OLIVENHAIN MUNICIPAL WATER DISTRICT ("Owner," in fee), headquartered at 1966 Olivenhain Road, Encinitas, CA 92024, contracted with JMD LANDSCAPE, INC. ("Contractor"), located at 187 N. Vulcan Ave, Encinitas, CA 92024, have been completed in accordance with District specifications as of June 30, 2021. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 14th day of July, 2021.

In witness whereof this Notice of Completion has been executed under authority from the Board of Directors of said OLIVENHAIN MUNICIPAL WATER DISTRICT by Kimberly A. Thorner, General Manager.

KIMBERLY A. THORNER, being first duly sworn, deposes and says that she is General Manager of the OLIVENHAIN MUNICIPAL WATER DISTRICT and is familiar with the facts stated in the foregoing Notice of Completion executed for and on behalf of said Agency, that she has read the foregoing Notice of Completion and knows the contents thereof and that the same are true.

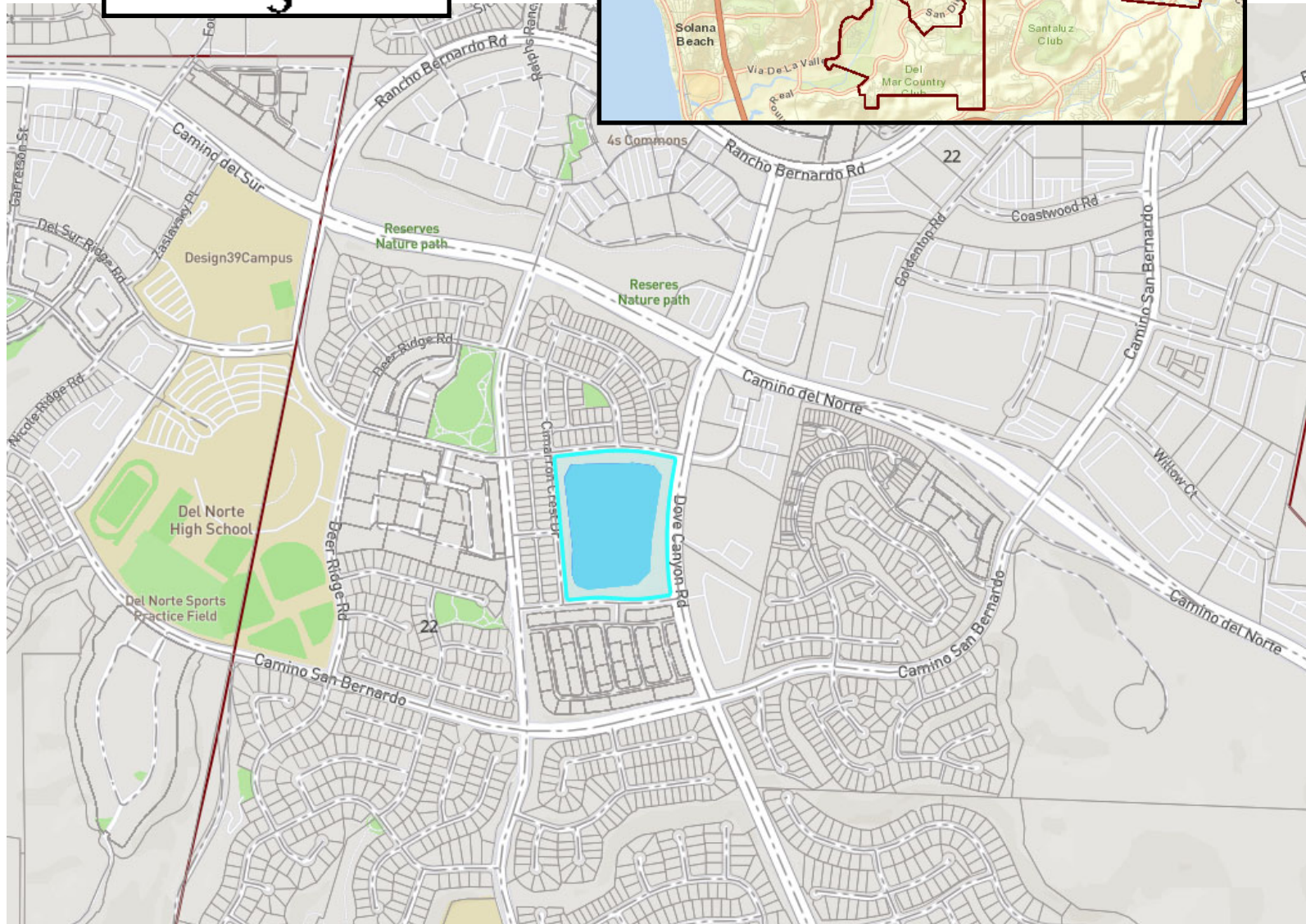
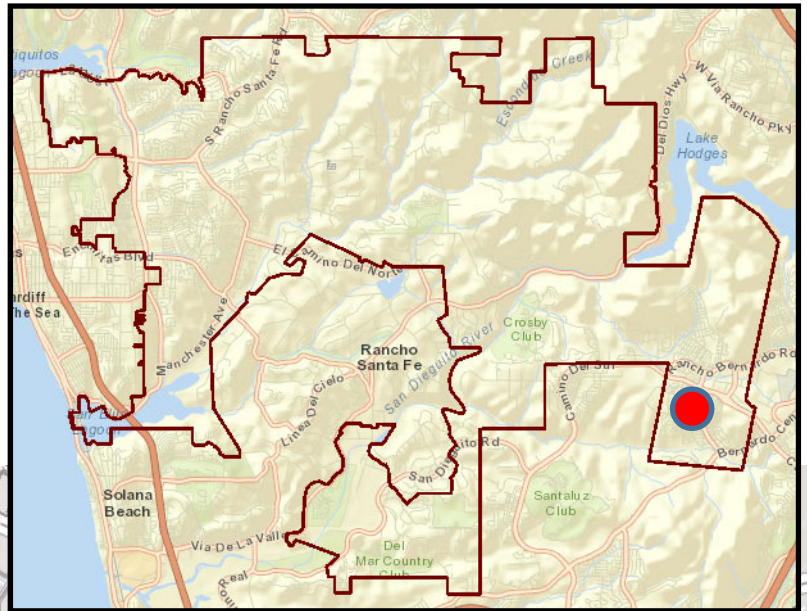
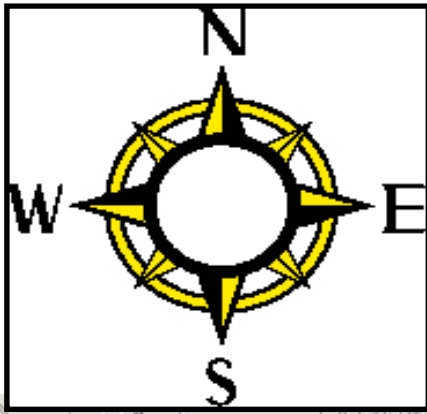
OLIVENHAIN MUNICIPAL WATER DISTRICT

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager

District Project No. D800013 – 4S WRF Pond Landscape Rehabilitation Project





**4S RANCH WRF OVERFLOW STORAGE POND  
LANDSCAPE REHABILITATION  
DISTRICT PROJECT NO. D800013**



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Dan Bean, Operations Supervisor  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER ACCEPTANCE OF THE VALVE REPLACEMENT EXCAVATION AND PAVING SUPPORT SERVICES PROJECT FOR FY 2019-2020 (C.E. WILSON CORPORATION) INTO THE DISTRICT'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED**

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## Purpose

The purpose of this agenda item is to consider acceptance of the Valve Replacement Excavation and Paving Support Services Project for FY 19/20 (VRP) into the OMWD's system and authorize the filing of a Notice of Completion with the San Diego County Recorder.

## Recommendation

Staff recommends acceptance of the VRP FY 19/20 into the OMWD's system.

## Alternative(s)

None. The project has been completed.



## **Background**

When functional, valves throughout a water distribution system allow for isolation of sections of pipeline in the event of leaks, hit hydrants, or other damage. Older valves may not work properly in these situations, potentially requiring costly, unplanned replacements during which customers receive little or no advance notice of a service interruption. The planned replacement of these valves dramatically reduces replacement costs and the inconvenience to OMWD customers. The VRP has been identified as an OMWD Annual Objective to reduce the broken valve backlog and keep pace with the anticipated valve failure rate.

For FY 19/20, staff developed a project with a scope of 80 valves in the Encinitas and Carlsbad areas. For the 80 valves to be replaced, approximately 45 different shutdowns took place. Staff from Construction, System Operations, and Field Services departments handled coordination and execution of each shutdown. Following a pre-qualification process, a contract in the amount of \$803,350 was awarded to C.E. Wilson Corporation (C.E. Wilson) at the January 15, 2020 board meeting. C.E. Wilson was issued a Notice to Proceed in February with a scheduled time for completion of no later than June 30, 2020. However, shortly after work commenced, the project was suspended for health and safety reasons due to COVID-19 restrictions.

The VRP resumed in June 2020 and staff issued contract Change Order No.1 (CO#1) for the inclusion of an additional valve for \$19,540 and added 185 calendar days to the contract. CO#1 resulted in a revised contract completion date of December 31, 2020. The General Manager approved CO#1 in June 2020. In July 2020, the City of Carlsbad performed an asphalt overlay that required OMWD to raise our valve boxes to grade. Change Order No.2 for \$19,710 was approved by the General Manager in July 2020. Change Orders No.3 & No.4 were approved by the General Manager in August and October 2020 respectively. The change orders were issued to document valve location changes from the original contract with no cost increase.

Due to COVID-19 delays, new requirements from the City of Carlsbad, and the addition of eight in-house valve repairs, an additional \$500,000 was requested to be appropriated to the project budget. The Board approved the requested project appropriation at the November 18, 2020 meeting. Following the project appropriation, the City of Carlsbad changed their work day requirements which resulted in a change to weekend work. C.E. Wilson was able to comply with the new schedule for a \$9,707 contract increase. Change Order No.5 was approved by the General Manager on November 23, 2020.



During the course of the VRP, an important branch valve was replaced on La Costa Avenue and Dehesa Court within the City of Carlsbad's rubberized paving moratorium area. Staff negotiated with the City of Carlsbad to reduce the size and cost of the large moratorium patch, but unfortunately, the type of rubberized asphalt to match the La Costa Avenue paving is produced infrequently and could not be procured until later in 2021. Change Order No.6 to install the rubberized asphalt per the City of Carlsbad's requirements and extend the contract end date to June 30, 2021 to account for material procurement delays was approved by the Board at the March 17, 2021 meeting.

### **Fiscal Impact**

There were six (6) construction change orders for the project that total an increase of \$77,267.51 and an additional 275 calendar days.

Is this a Multi Fiscal Year Project? **Yes**

In which Fiscal Year did this project begin? **Ongoing since FY 2006**

Total Project Budget: **\$9,121,000 (10-Year Capital Spending Plan FY 2020-2030)**

Current Fiscal Year Appropriation: **\$1,300,000**

To Date Approved Appropriations: **\$1,300,000**

Target Project Completion Date: **Ongoing**

Expenses and Expenditures as of June 24, 2021: **\$1,297,422**

Is this change order within the appropriation of this fiscal year? **N/A**

If this change order is outside of the appropriation, Source of Fund: **N/A**

### **Discussion**

The valves have been replaced per OMWD's plans and specifications and construction is complete. The valves are fully operational and are now in service. Staff recommends



acceptance of the project and filing of a Notice of Completion, and release of retention funds to the contractor following the 60-day notice period, provided no claims are filed.

Staff will be available to answer questions.

*Attachment(s):*

*Notice of Completion*



**RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:**

Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, California, 92024-5699

(This space for recorder's use)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the facilities shown on improvement plans for the Valve Replacement Project Excavation and Paving Support Services Contract FY 2019-2020 located at various locations within the City of Encinitas and the City of Carlsbad in the County of San Diego, State of California for which C.E. WILSON CORPORATION ("Contractor") contracted with the OLIVENHAIN MUNICIPAL WATER DISTRICT ("Owner," in fee, of the facilities), headquartered at 1966 Olivenhain Road, Encinitas, CA 92024, have been completed in accordance with the plans and specifications as of May 28, 2021. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 14th day of July 2021.

In witness whereof this Notice of Completion has been executed under authority from the Board of Directors of said OLIVENHAIN MUNICIPAL WATER DISTRICT by Kimberly A. Thorner, General Manager.

KIMBERLY A. THORNER, being first duly sworn, deposes and says that she is General Manager of the OLIVENHAIN MUNICIPAL WATER DISTRICT and is familiar with the facts stated in the foregoing Notice of Completion executed for and on behalf of said Agency, that she has read the foregoing Notice of Completion and knows the contents thereof and that the same are true.

OLIVENHAIN MUNICIPAL WATER DISTRICT

Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Geoff Fulks, Operations Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER ACCEPTANCE OF THE DAVID C. MCCOLLOM WATER TREATMENT PLANT CHEMICAL SYSTEMS UPGRADE PROJECT (JENNETTE COMPANY, INC.) INTO THE DISTRICT'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED**

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## Purpose

The purpose of this agenda item is to consider acceptance of the David C. McCollom Water Treatment Plant (DCMWTP) Chemical Systems Upgrade constructed by Jennette Company, Inc. (Jennette) into OMWD's system and authorize the filing of a Notice of Completion with the San Diego County Recorder.

## Recommendation

Staff recommends acceptance of the Chemical Systems Upgrade project into OMWD's system.

## Alternative(s)

There are no alternatives to accepting the project into OMWD's system. The upgraded systems have been installed per OMWD's plans and specifications and construction is complete.



## **Background**

OMWD owns and operates the DCMWTP, located in Director Division 4 (Bruce-Lane), which provides the majority of treated drinking water to its customers. OMWD previously used ammonia in the form of 19% Aqueous Ammonia (ammonium hydroxide) combined with chlorine in order to form chloramines as a residual disinfectant in the distribution system. Chloramination meets all state and federal requirements, reduces the formation of regulated Disinfectant Byproducts (DBPs) and is consistent with San Diego County Water Authority treated water. The County of San Diego considers 19% Aqua Ammonia to be a hazardous material due to its volatility and potential to release ammonia to the environment as a gas. Ammonia vapor at high concentrations is flammable, toxic by inhalation and corrosive. OMWD is required to revalidate its use of the chemical every three years to receive an operating permit for the facility from the County.

The DCMWTP Chemical Systems Upgrade project included the removal of the 19% Aqua Ammonia storage tank and piping and replacing it with two 5,000 gallon self-contained storage containers and piping for the use of 40% Liquid Ammonium Sulfate (LAS). As opposed to the 19% Aqua Ammonium, LAS is a stable, non-toxic, non-irritating liquid and is widely accepted as a stable and effective source of ammonia used in the formation of chloramines. Two (2) additional 400 gallon tanks were also installed at DCMWTP to store Sodium Bisulfite which is used to neutralize the clean-in-place (CIP) water for transport and proper disposal at a receiving facility. Following a public bid process, the Board awarded the construction contract in the amount of \$73,100 to Jennette at the November 18, 2020 meeting. Construction for the project began in February 2021 and was completed in 14 weeks on June 4, 2021.

## **Fiscal Impact**

The project is now complete and within budget. No change orders were issued for the project.



Is this a Multi Fiscal Year Project? **Yes**

In which FY did this capital project first appear in the CIP budget? **2017**

Total Project Budget: **\$525,000**

Current Fiscal Year Appropriation: **\$195,000**

To Date Approved Appropriations: **\$195,000**

Target Project Completion Date: **N/A**

Expenses and Expenditures as of June 24,2021: **\$155,268**

Is this change order/allocation within the appropriation of this fiscal year?  
**N/A**

If this change order/allocation is outside of the appropriation, Source of Fund: **N/A**

### **Discussion**

The new chemical systems upgrades have been installed per OMWD's plans and specifications and construction is complete. The upgraded systems are fully operational and are now in service. Staff recommends acceptance of the project and filing of a Notice of Completion, and release of retention funds to the contractor following the 60-day notice period, provided no claims are filed.

Staff is available to answer any questions you may have.

*Attachment(s):  
Notice of Completion;  
Project Location Map*



**RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:**

Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, California, 92024-5699

(This space for recorder's use)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the facilities constructed for the David C. McCollom Water Treatment Plant Chemical Systems Upgrade Project located at 19090 Via Ambiente Road, and also known as Tax Assessor Parcel No. 264-060-26-00, in the County of San Diego, City of Escondido, State of California for which JENNETTE COMPANY, INC. ("Contractor") contracted with the OLIVENHAIN MUNICIPAL WATER DISTRICT ("Owner," in fee), headquartered at 1966 Olivenhain Road, Encinitas, CA 92024, have been completed in accordance with the plans and specifications as of June 4, 2021. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 14th day of July, 2021.

In witness whereof this Notice of Completion has been executed under authority from the Board of Directors of said OLIVENHAIN MUNICIPAL WATER DISTRICT by Kimberly A. Thorner, General Manager.

KIMBERLY A. THORNER, being first duly sworn, deposes and says that she is General Manager of the OLIVENHAIN MUNICIPAL WATER DISTRICT and is familiar with the facts stated in the foregoing Notice of Completion executed for and on behalf of said Agency, that she has read the foregoing Notice of Completion and knows the contents thereof and that the same are true.

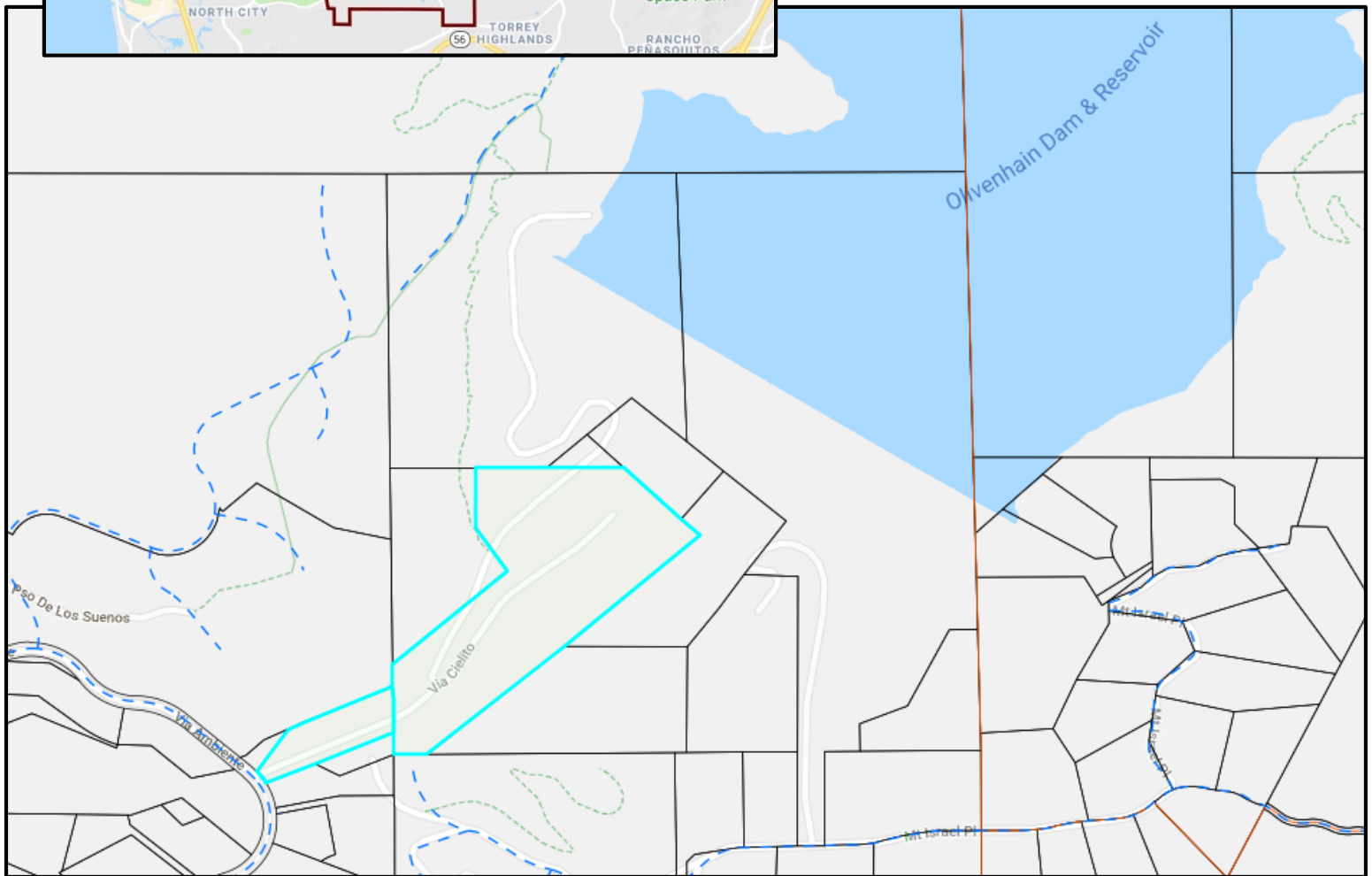
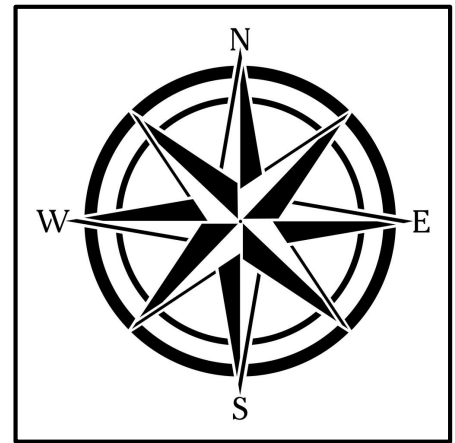
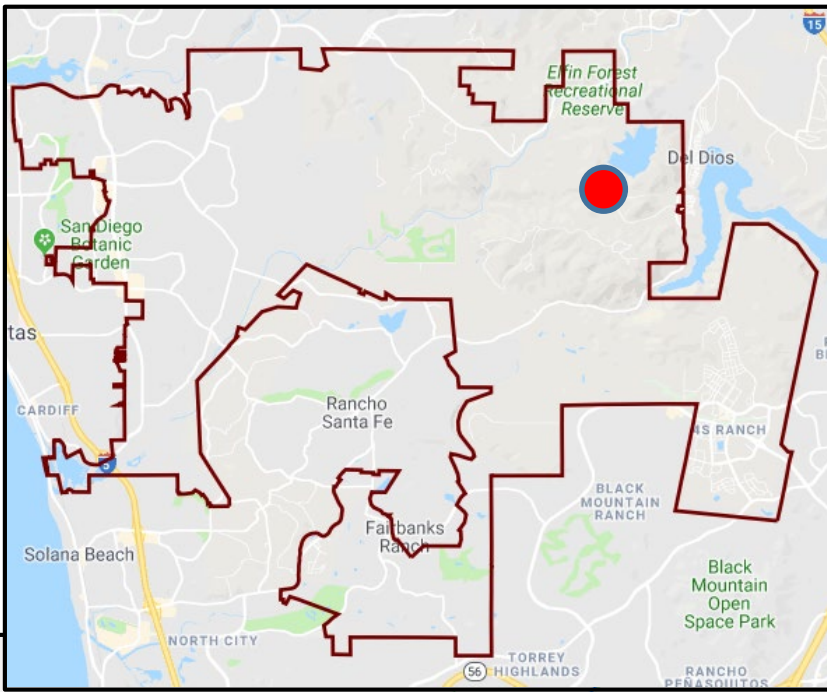
OLIVENHAIN MUNICIPAL WATER DISTRICT

Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager

District Project No. D120057 – DCM WTP CHEMICAL SYSTEMS UPGRADE





**DAVID C. MCCOLLOM WATER TREATMENT PLANT  
CHEMICAL SYSTEMS UPGRADE**

**DISTRICT PROJECT NO. D120057**



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Geoff Fulks, Operations Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER A STATUS UPDATE ON THE STRATFORD HOA LEAK EMERGENCY PIPELINE REPAIR AND PAVING RESTORATION PROJECT**

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## Purpose

The purpose of this agenda item is to provide an update on the Stratford HOA Emergency Pipeline Repair and Paving Restoration Project (Stratford HOA) as required pursuant to Public Contract Code Section 22050(c)(1).

## Recommendation

This is an informational item; no action is required.

## Alternative(s)

Not applicable; informational item only.

## Background

On Tuesday, June 1<sup>st</sup>, the property manager at Stratford HOA, located in Director Division 1 (Topolovac), notified OMWD that water was surfacing in a couple of front yards located on Fox Run Row. Following an investigation by several department at OMWD, the source of the leak was found on June 7<sup>th</sup>. The source was a nickel sized pinhole on a 2" copper blow-off coming off the 8" Asbestos Concrete main. In the cul-de-sac on Fox Run Row where the water surfaced, four



areas of the pavement buckled and extensive repairs were required. The General Manager made an Emergency Declaration pursuant to Administrative and Ethics Code, Section 3.2.1.

Due to the sensitive site conditions, including multiple utility conflicts, saturated soil and buckled pavement impairing resident's ability to access their homes, OMWD reached out to outside contractor to make the needed repairs and pavement restoration. Piperin Corporation (Piperin) was able to deploy quickly to repair the leak and provide temporary paving. The Board awarded a contract to Piperin at the June 16, 2021 meeting for the repairs and final paving.

### **Fiscal Impact**

Is this a Multi Fiscal Year Project? **No**

In which FY did this capital project first appear in the CIP budget? **N/A**

Total Project Budget: **\$213,050**

Current Fiscal Year Appropriation: **\$213,050**

To Date Approved Appropriations: **\$213,050**

Target Project Completion Date: **August 4, 2021**

Expenditures and Encumbrances as of (June 14, 2021): **\$0**

Is this change order within the appropriation of this fiscal year? **N/A**

If this change order is outside of the appropriation, Source of Fund? **N/A**



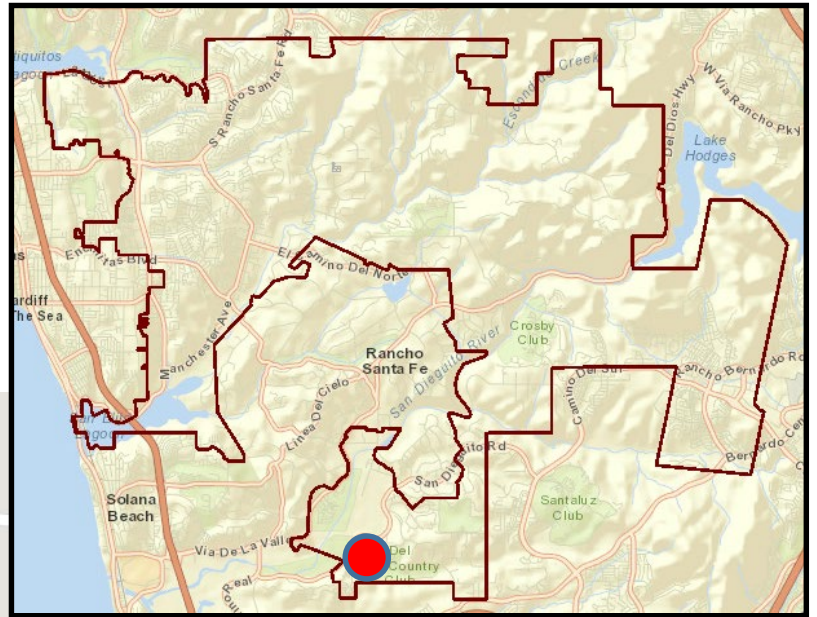
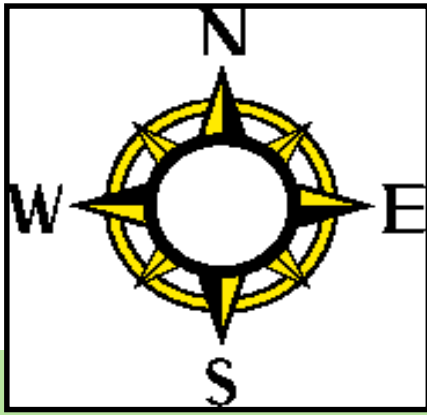
## **Discussion**

Following the completion of the construction contract documents, a pre-construction meeting with Piperin and OMWD staff was held on Wednesday, July 7, 2021. Final paving is expected to be completed in two weeks, but could be extended further depending on the condition of the sub-grade. An update on the project's progress will be provided at the August 18, 2021 meeting.

*Attachment(s):*

*Location Map*





**STRATFORD HOA PIPELINE REPAIR AND PAVING  
RESTORATION PROJECT  
DISTRICT PROJECT NO. D120113**



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Rainy Selamat, Finance Manager  
Via: Kimberly Thorner, General Manager  
Subject: **CONSIDER ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT DESIGNATING DEPOSITORIES AND AUTHORIZING INVESTMENTS FOR THE MONEY OF THE DISTRICT AND DESIGNATING THE SIGNATORIES FOR THE MANAGEMENT OF THE DISTRICT DEPOSITS AND RESCINDING RESOLUTION 2021-02**

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## Purpose

The purpose of this item is to consider adoption of a resolution to reflect the recent 2021 Board roster of positions.

The attached resolution was also updated to remove Edward Sprague from the District's list of authorized signatures and add Director Neal S. Meyers to the authorized list of signers, and to include the new board roster of positions approved by the Board at the June 16, 2021 board meeting.

## Recommendation

It is recommended that the Board adopt the attached resolution and rescind Resolution 2021-02.



### **Alternative**

This is a housekeeping item. The attached resolution matches the current Board roster of positions.

### **Background**

This resolution is updated on as need basis to reflect changes in District's authorized list of signers.

### **Fiscal Impact**

Not Applicable.

### **Discussion**

The attached resolution was updated to remove Edward Sprague from the District's list of authorized signatures and add Director Meyers to the authorized list of signers, and to include the new board roster of positions approved by the Board at the June 16, 2021 board meeting.

Staff is available to answer any questions.

Attachment: Resolution 2021-xx



RESOLUTION NO. 2021-xx

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLIVENHAIN  
MUNICIPAL WATER DISTRICT DESIGNATING DEPOSITORIES AND  
AUTHORIZING INVESTMENTS FOR THE MONEY OF THE DISTRICT  
AND DESIGNATING THE SIGNATORIES FOR THE MANAGEMENT OF  
THE DISTRICT DEPOSITS AND RESCINDING RESOLUTION 2021-02

WHEREAS, there is a Local Agency Investment Fund in the State Treasury, Government Code Section 16429.1 et. seq., which Fund is used as a depository for the District; and

WHEREAS, there is a Legacy Treasury Direct in the Department of the Treasury Bureau of the Public Debt, which is used as a depository for the District; and

WHEREAS, the District intends to deposit Funds in the California Asset Management Program (CAMP), and

WHEREAS, the District is authorized to deposit funds for safekeeping in State and National banks or State or Federal savings and loan associations under the conditions outlined in Government Code Section 53635.5 et. seq. (Deposit of Funds); and Government Code Section 61737.01 et. seq. (Deposit of Funds); and Government Code Section 61737.01 et. seq. (Alternate Depository of District Money); and the District desires to continue to utilize those facilities for the deposit of funds; and

WHEREAS, the District has from time to time authorized the deposit of funds in various banks and savings and loan associations and has consolidated those resolutions into a single resolution together with the authorization for signatories in the management of the District's accounts; and

WHEREAS, California Water Code Section 71361 provides that "The Treasurer, or such other person or persons as may be authorized by the Board, shall draw checks or warrants or electronic fund transfers to pay demands when such demands have been audited and approved in the manner prescribed by the Board"; and

WHEREAS, the District is authorized to make investments under the conditions outlined in Government Code Section 53601 et. seq. (Investment of Surplus); and

WHEREAS, the District desires to invest surplus funds in investments as permitted under Government Code Sections 53600, et seq.; and

WHEREAS, Section 71365 of the California Water Code provides for bonding the General Manager, Secretary, Treasurer and other employees or assistants as designated by the Board with premiums to be paid by the District and Section 71306 provides that the Board may require and fix the amount of all official bonds necessary for protection of the funds and property of the District.



RESOLUTION 2021-xx *continued*

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1: The following financial institutions are designated as depositories of the District funds:

CALIFORNIA BANK & TRUST	(Business Checking Account, Payroll Account, Loan, and Investments)
LINCOLN NATIONAL LIFE INSURANCE	(Deferred Compensation Plan and Employer Match Plan)
CALIFORNIA PUBLIC EMPLOYEE RETIREMENT SYSTEM 457 PLAN	(Deferred Compensation Plan Only)
MUFG UNION BANK NA	(Investments and Bond Reserve & Service Funds)
U.S. BANK NA	(Investments and Bond Reserve & Service Funds)
UBS FINANCIAL SERVICES, INC	(Investments)
RAYMOND JAMES FINANCIAL, INC	(Investments)

SECTION 2: The persons authorized to sign documents relating to the management of any District funds listed in Section 1 are any one of the following persons:

PRESIDENT	LAWRENCE A. WATT
VICE PRESIDENT	KRISTIE BRUCE-LANE
TREASURER	CHRISTY GUERIN
SECRETARY	ROBERT F. TOPOLOVAC
DIRECTOR	NEAL S. MEYERS
GENERAL MANAGER	KIMBERLY A. THORNER
ASSISTANT GENERAL MANAGER	JOSEPH RANDALL
FINANCE MANAGER	RAINY K. SELAMAT

SECTION 3: The State Treasury's Local Agency Investment Fund, the California Asset Management Program (CAMP), and JP Morgan US Government Money Market Fund are further designated as depositories of District funds.



RESOLUTION 2021-xx *continued*

Any transaction where District funds are transferred from one to another of the following accounts of the State Treasury Local Agency Investment Fund (LAIF), the California Asset Management Program (CAMP), MUFG Union Bank NA, U.S. Bank NA, Raymond James, UBS Financial Services, and California Bank & Trust or any institution holding bond reserves or providing bond services shall require authorization by telephone, facsimile, or letter by only one of the following persons:

PRESIDENT	LAWRENCE A. WATT
VICE PRESIDENT	KRISTIE BRUCE-LANE
TREASURER	CHRISTY GUERIN
SECRETARY	ROBERT F. TOPOLOVAC
DIRECTOR	NEAL S. MEYERS
GENERAL MANAGER	KIMBERLY A. THORNER
ASSISTANT GENERAL MANAGER	JOSEPH RANDALL
FINANCE MANAGER	RAINY K. SELAMAT
FINANCIAL ANALYST	JARED GRAFFAM
ACCOUNTING SUPERVISOR	LEO MENDEZ

All such withdrawals shall be deposited into the District's Business Checking Account at California Bank & Trust. The Business Checking Account shall be used to pay accounts of the District.

SECTION 4: Any withdrawal from the District's Business Checking Account (more than \$25,000.00) shall require signatures of any two (2) of the following persons:

PRESIDENT	LAWRENCE A. WATT
VICE PRESIDENT	KRISTIE BRUCE-LANE
TREASURER	CHRISTY GUERIN
SECRETARY	ROBERT F. TOPOLOVAC
DIRECTOR	NEAL S. MEYERS
GENERAL MANAGER	KIMBERLY A. THORNER
ASSISTANT GENERAL MANAGER	JOSEPH RANDALL
FINANCE MANAGER	RAINY K. SELAMAT

SECTION 5: Any withdrawal from the District's Business Checking Account (less than \$25,000.00) shall require signatures from any two (2) of the following persons:



RESOLUTION 2021-xx *continued*

PRESIDENT	LAWRENCE A. WATT
VICE PRESIDENT	KRISTIE BRUCE-LANE
TREASURER	CHRISTY GUERIN
SECRETARY	ROBERT F. TOPOLOVAC
DIRECTOR	NEAL S. MEYERS
GENERAL MANAGER	KIMBERLY A. THORNER
ASSISTANT GENERAL MANAGER	JOSEPH RANDALL
FINANCE MANAGER	RAINY K. SELAMAT
FINANCIAL ANALYST	JARED GRAFFAM
ACCOUNTING SUPERVISOR	LEO MENDEZ

SECTION 6: Any withdrawal from the District's payroll checking account shall require signatures of any two (2) of the following persons:

PRESIDENT	LAWRENCE A. WATT
VICE PRESIDENT	KRISTIE BRUCE-LANE
TREASURER	CHRISTY GUERIN
SECRETARY	ROBERT F. TOPOLOVAC
DIRECTOR	NEAL S. MEYERS
GENERAL MANAGER	KIMBERLY A. THORNER
ASSISTANT GENERAL MANAGER	JOSEPH RANDALL
FINANCE MANAGER	RAINY K. SELAMAT
ACCOUNTING SUPERVISOR	LEO MENDEZ

SECTION 7: The General Manager and Treasurer shall ensure that each depository is furnished with current signature certificates of the incumbents of the positions designated above in Sections 3, 4, 5 and 6 and that the signature authorizations are terminated when assignment to the foregoing positions are terminated.

SECTION 8: Any transaction with respect to District funds shall require action by the individuals assigned to the positions set forth in Sections 3, 4, 5, and 6 as follows:

8.1 Any transaction to reassign funds to different accounts maintained with any single depository or to transfer funds from a District account in one authorized depository to a District account in another authorized depository shall require action by one of the persons designated in Section 3 above.



RESOLUTION 2021-xx *continued*

8.2 Any transaction relating to the expenditure of District funds not covered by Sections 4,5, or 6 shall require signature by two of the persons designated in Section 2.

8.3 Any transaction to buy or sell securities held by the District shall require two signatures of any of the persons listed in Section 3.

SECTION 9: The District's investment policy, annually reviewed and approved by the Board of Directors, shall provide specific guidelines for the permitted investment of District Funds.

SECTION 10: Resolution 2019-01 of the District is hereby rescinded and superseded by the provisions of this Resolution.

SECTION 11: Each of the incumbents of the positions designated in Sections 3, 4, 5 and 6 shall be bonded in an amount not less than \$250,000 for the faithful performance of their duties with respect to the management of District Funds.

SECTION 12: The Secretary is hereby authorized and directed to furnish a certified copy of this Resolution to the District's depositories.

SECTION 13: Depositories, banks, and financial institutions are authorized to rely upon this resolution in handling financial transactions for the District.

SECTION 14: This Resolution shall become effective upon adoption.

PASSED, ADOPTED AND APPROVED at a regular meeting of the Board of Directors of the Olivenhain Municipal Water District held on July 14, 2021.

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Lawrence A. Watt, President  
Board of Directors  
Olivenhain Municipal Water District

ATTEST:



RESOLUTION 2021-xx *continued*

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Robert F. Topolovac, Secretary  
Board of Directors  
Olivenhain Municipal Water District



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Erik Harp, Telemetry and IT Supervisor  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER APPROVAL OF AN ENTERPRISE LICENSING AGREEMENT WITH MICROSOFT FOR OFFICE 365 SOFTWARE AND SERVICES IN THE AMOUNT OF \$30,906.70 ANNUALLY FOR THREE YEARS AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT**

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## Purpose

The purpose of this agenda item is to consider approval of an Enterprise Licensing Agreement with Microsoft for Office 365 software and services, and authorize the General Manager to sign on OMWD's behalf.

## Recommendation

Staff recommends approval of the three year quote for \$92,720.10 from Insight Public Sector for Microsoft Office 365 software and services, and authorization for the General Manager to sign a Microsoft Enterprise Licensing Agreement on behalf of OMWD. While the annual amount is budgeted for and within the General Manager's signature authority, this contract extends beyond a one year time period and beyond the current budget therefore requiring Board approval.



### **Alternative(s)**

In lieu of entering an Enterprise Licensing Agreement with Microsoft, the Board could direct staff to pursue other licensing options for Microsoft software and service.

### **Background**

Historically, OMWD has purchased Microsoft Office software products on an as-needed basis using a perpetual licensing model. Additional licenses would be purchased when staff levels increased. Every five to seven years, licensing for newer versions of Office would be purchased to stay current with Microsoft's support lifecycle.

Like many large software developers, Microsoft is transitioning to a subscription licensing model for their enterprise products. As such, Microsoft Office 365 can only be purchased as a subscription. Furthermore, purchase of Office 365 licensing requires execution of a Microsoft Enterprise Agreement, which has a three year term.

Microsoft Office 365 is a suite of traditional desktop software applications and cloud-based services. Many of the cloud-based services are a replacement for applications that required an on-premises server installation. Applications that are migrated to the cloud greatly reduce the administrative burden on IT departments. For smaller organizations such as OMWD, Office 365 cloud-based services offer a number of collaboration, communication, and productivity enhancements that were previously out of reach.

### **Fiscal Impact**

Funds for the licensing software were included in the Network Users Enhancements Capital Improvement Project (D120095) budget for FY 20/21.



Is this a Multi Fiscal Year Project? **Yes**

In which FY did this capital project first appear in the CIP budget? **2020**

Total Project Budget: **\$200,000**

Current Fiscal Year Appropriation: **\$200,000**

To Date Approved Appropriations: **\$200,000**

Target Project Completion Date: **June 30, 2024**

Expenditures and Encumbrances as of (June 14, 2021): **\$1,459**

Is this change order within the appropriation of this fiscal year? **N/A**

If this change order is outside of the appropriation, Source of Fund? **N/A**

### **Discussion**

OMWD's current deployment of Office 2013 products were implemented in 2015. It is nearing the end in Microsoft's support lifecycle, thereby warranting an upgrade to a newer version.

Subscription based software has become the predominant method of provisioning workers with the tools they need to perform their jobs. Indeed, most California government agencies have now transitioned to Office 365. Driving this migration is the prohibitive cost of deploying and maintaining an equivalent solution on-premises.

Staff has noted significant interest in deploying Office 365. Primary drivers for this are the productivity, collaboration, and communication services offered by Office 365. Additionally, Office 365 would consolidate several on-premises and third-party services. These services are Microsoft Exchange Server (email), Barracuda Message Archiver (email retention & discovery), Securence (email security), and Citrix Sharefile (file sharing). Staff estimates this would save OMWD about \$15,000 annually in renewal and labor costs.



Staff undertook a competitive selection process for Office 365 licensing and received four (4) responsive quotes from

- CDW Government-\$31,060.70 annually
- Insight Public Sector-\$30,906.70 annually
- Ostari-\$34,151.70 annually
- Softchoice-\$31,630.50 annually

Staff requested, but did not receive, a responsive quote from NexusTek. Staff has assessed the prices quoted by each responsive vendor to be fair, reasonable, and competitive. Insight Public Sector has the most favorable pricing, and therefore is the preferred vendor for purchasing Office 365 licensing.

Staff is available for questions. General Counsel has reviewed and approved of the attached agreements.

*Attachment(s):*

*Microsoft Enterprise Agreement*



## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)Previous Enrollment number  
(Reseller to complete)


Framework ID  
(if applicable)

--

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.



Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.



"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.



- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate



may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

**(i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

**(ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. End of Enrollment term and termination.**

**a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.



- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.**
- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
  - (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly



prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

LEGAL REVIEW



## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☐ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\***

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\***



**State/Province\***

**Postal code\*** -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\***

**Tax ID**

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Last

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\***

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*: First Last**

**Contact email address\***

**Phone\***

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\***

**Street address (PO boxes will not be accepted)\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Contact name\***

**Phone\***

**Contact email address\***

*\* indicates required fields*



By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b>
<b>Date*</b>

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### 3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



# Enterprise Agreement

# State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

**Effective date.** The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

**Please note:** Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

## Terms and Conditions

### 1. Definitions.

"Affiliate" means

- a. with regard to Customer,
  - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
  - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.



“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise use or interact.

“Use Rights” means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. How the Enterprise program works.**

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.



- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

### 3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous Agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
  - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
  - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.



- g. Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

#### **4. *Making copies of Products and re-imaging rights.***

- a. General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. Copies for training, evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i)** Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
  - (ii)** The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
  - (iii)** Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
  - (iv)** Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

#### **5. *Transferring and reassigning Licenses.***

- a. License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i)** an Affiliate, or
  - (ii)** a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an



operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

## 6. **Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
  - (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or



(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

**f. Effect of termination or expiration.** When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

**g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

**h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

## **7. Use, ownership, rights, and restrictions.**

- a. Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.



- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## 8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

## 9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection



law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

## 10. **Warranties.**

### a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer warrants any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

## 11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or



non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

## **12. Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

## **13. Verifying compliance.**

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.



## 14. **Miscellaneous.**

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.



- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Cindy Pecile, Engineering & Right of Way Coordinator  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER ACCEPTANCE OF THE 16020 VIA DICHA WATER SERVICE INSTALL PROJECT (REAL ESTATE REDEVELOPMENT, INC.) INTO THE DISTRICT'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED**

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## Purpose

The purpose of this agenda item is to consider acceptance of the transfer of the potable water facilities constructed by Real Estate Redevelopment, Inc. into OMWD's system and authorize the filing of a Notice of Completion with the San Diego County Recorder.

## Recommendation

Staff recommends acceptance of the potable water facilities into OMWD's system.

## Alternative(s)

None. The water service was required to accommodate the new single family residence being constructed at this location.



## **Background**

The 16020 Via Dicha Water Service Install project is located in Director Division 1 (Topolovac). The project consists of the installation of a 1-inch water service and all related appurtenances.

OMWD entered into an agreement with Real Estate Redevelopment, Inc. in March 2021 to construct the facilities and dedicate said facilities to OMWD. The facilities are now complete and have been built in accordance with the plans and specifications of OMWD. The warranty period will terminate one (1) year following the acceptance of the facilities by OMWD's Board.

## **Fiscal Impact**

There is no fiscal impact to accepting the facilities into OMWD's system. The new assets will be reported to Finance for capitalization.

## **Discussion**

Staff is available to answer questions.

*Attachment(s):  
Notice of Completion  
Location map*



**RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:**

Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, California, 92024-5699

(This space for recorder's use)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the facilities for the 16020 Via Dicha Water Service Install Project located at 16020 Via Dicha, Rancho Santa Fe, CA 92091, in the County of San Diego, State of California for which REAL ESTATE REDEVELOPMENT, INC. ("Developer") contracted with the OLIVENHAIN MUNICIPAL WATER DISTRICT ("Owner," in fee, of the facilities), headquartered at 1966 Olivenhain Road, Encinitas, CA 92024 and constructed by MAG Engineering, Inc., P.O. Box 1558, Fallbrook, CA 92088, have been completed in accordance with the plans and specifications as of June 14, 2021. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 14th day of July, 2021.

In witness whereof this Notice of Completion has been executed under authority from the Board of Directors of said OLIVENHAIN MUNICIPAL WATER DISTRICT by Kimberly A. Thorner, General Manager.

KIMBERLY A. THORNER, being first duly sworn, deposes and says that she is General Manager of the OLIVENHAIN MUNICIPAL WATER DISTRICT and is familiar with the facts stated in the foregoing Notice of Completion executed for and on behalf of said Agency, that she has read the foregoing Notice of Completion and knows the contents thereof and that the same are true.

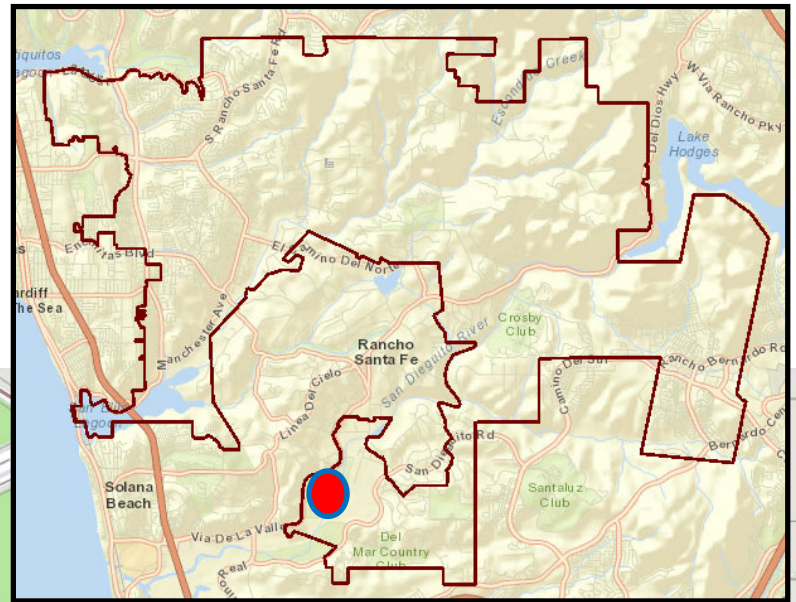
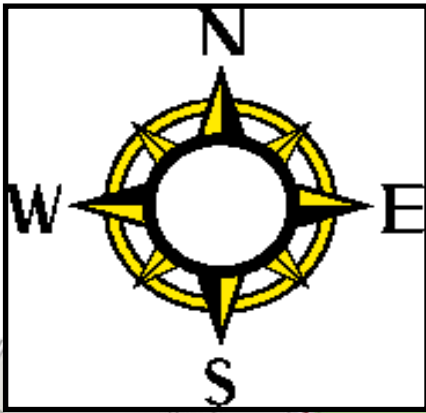
OLIVENHAIN MUNICIPAL WATER DISTRICT

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager

District Project No. W590285 – 16020 Via Dicha WS Install





**16020 VIA DICHA WATER SERVICE INSTALL  
DISTRICT PROJECT NO. W590285**



# Memo

Date: July 14, 2021

To: Olivenhain Municipal Water District Board of Directors

From: Cindy Pecile, Engineering & Right of Way Coordinator

Via: Kimberly A. Thorner, General Manager

Subject: **CONSIDER APPROVAL OF PRIVATE ENCROACHMENT PERMIT NO. 409 FOR THE SAGE HILL PRESERVE STAGING AREA (COUNTY OF SAN DIEGO) AND ORDER THE PERMIT BE RECORDED**

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## Purpose

The purpose of this agenda item is to consider approval of Private Encroachment Permit No. 409 which would allow OMWD to enter into an encroachment permit agreement with the County of San Diego for the encroaching facilities to serve the Sage Hill Preserve Staging Area off Elfin Forest Road in the County of San Diego. The facilities encroach upon OMWD's Easement No. 14. Approval would additionally authorize the General Manager to sign the Encroachment Permit on behalf of OMWD for recordation by the County of San Diego Recorder's Office.

## Recommendation

Staff recommends approval of Encroachment Permit No. 409 and authorization for the General Manager to sign the permit on behalf of OMWD. The proposed encroaching facilities have been reviewed and approved by OMWD staff.



## **Alternative**

The Board could direct staff to not allow encroachments to be placed within the easement area.

## **Background**

The County of San Diego currently has an unimproved trailhead off Elfin Forest Road known as the Sage Hill Preserve. There is currently gated access at this location for OMWD and SDCWA to reach their facilities. The County is proposing upgrades to the trailhead staging area for additional parking spaces and a small picnic area. The encroaching facilities will be installed within OMWD's easement over the Sage Hill Preserve in Director Division 4 (Bruce-Lane). The County has engaged the community over concerns for safety and hired an engineer to prepare a traffic analysis for the proposed construction.

The encroaching facilities consist of lodge pole-look fencing, fence posts, metal vehicular gates, concrete parking pad, 6-inch concrete curb edge, and decomposed granite.

## **Fiscal Impact**

There is no fiscal impact to OMWD in approving Encroachment Permit No. 409. All costs to prepare the permit and install the encroaching facilities have been or will be paid for by the County of San Diego. The Encroachment Permit Agreement stipulates that the permittee is responsible for all costs incurred to remove and rebuild the encroaching facilities should OMWD need access to their facilities within the easement. The permit also sets forth OMWD's limitations of liability for any damage to the encroaching facilities which may be caused by OMWD's use of the easement.

## **Discussion**

The encroaching facilities will be constructed in a manner that will not unduly affect OMWD's daily operations or maintenance of OMWD facilities located in the easement. Also, the document has been reviewed by OMWD's General Counsel. Staff recommends approval and will be available to answer any questions. A copy of the Encroachment Permit is attached for review.

### *Attachments:*

*Encroachment Permit No. 409*

*Location map*



**RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:**

Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, California, 92024-5699

(This space for recorder's use)  
A.P.N. No. 679-080-10-00

**OLIVENHAIN MUNICIPAL WATER DISTRICT  
PRIVATE ENCROACHMENT PERMIT NO. 409**

THIS ENCROACHMENT PERMIT No. 409 (hereinafter "Agreement") entered into by and between the OLIVENHAIN MUNICIPAL WATER DISTRICT organized and existing pursuant to the Municipal Water District Act of 1911, California Water Code §71000, et seq. (hereinafter "DISTRICT"), and the COUNTY OF SAN DIEGO, a political subdivision of the State of California (hereinafter "PERMITTEE").

**R-E-C-I-T-A-L-S**

1. The DISTRICT presently holds title to an easement as more particularly described in the DISTRICT's Document No. 14, recorded May 3, 1961 as File/Page No. 76619, Official Records, San Diego County, not attached hereto, but incorporated herein by reference ("Easement")
2. PERMITTEE desires to encroach upon this easement.
3. PERMITTEE is the owner of property described in Exhibit "A" attached hereto.
4. The parties agree that PERMITTEE shall be entitled to encroach upon this easement only to the extent and in the manner specified in this Agreement. No other encroachments shall be allowed without the express prior written consent of the DISTRICT.



## C-O-V-E-N-A-N-T-S

1. **Permission to Encroach on Easement:** PERMITTEE is hereby granted permission to encroach upon the easement referred to above in the manner specified in Exhibit “B” subject to all conditions specified in Exhibit “B” and subject to all terms of this Agreement.

2. **Limitations of Rights Granted to PERMITTEE:** Rights being granted to PERMITTEE in accordance with this Agreement shall extend only to such rights as the DISTRICT may grant to PERMITTEE in accordance with the terms of the Easement presently held by DISTRICT. PERMITTEE shall be solely responsible for verifying that the rights being granted by DISTRICT may be granted to PERMITTEE in accordance with the terms of the DISTRICT’s Easement.

3. **Construction of Encroachment:** PERMITTEE shall be solely responsible for all fees, costs, and expenses of whatever type or nature associated with construction of the encroachment. The DISTRICT shall be notified at least forty-eight (48) hours prior to commencement of construction of the encroachment and shall be permitted to inspect and approve all encroachment construction. All encroachment construction shall be carried out as approved by the DISTRICT, in its reasonable discretion.

3.1. PERMITTEE shall pay all verifiable costs actually incurred by the DISTRICT, including, but not limited to, the costs of inspection, administration, legal fees, and engineering relating to the construction and exercise of permission granted to PERMITTEE by this Agreement.

4. **Maintenance of Encroachment Facilities and Area:** PERMITTEE shall maintain the encroachment facilities and encroachment area at all times in a safe, sanitary, and good condition at PERMITTEE’s sole cost and expense. PERMITTEE shall promptly perform all maintenance and repair of the facilities and encroachment area requested by the DISTRICT from time to time, in its reasonable discretion.



5. **Protection of DISTRICT Facilities in Encroachment Area:** All facilities of the DISTRICT in the encroachment area shall be protected by PERMITTEE as directed by the DISTRICT from time to time, in its sole discretion.

6. **Payment for all Damages and Expenses Caused by Encroachment:** PERMITTEE shall pay for all damages, of whatever type or nature, which may occur to the DISTRICT'S Easement or facilities within the easement as a result of construction, maintenance, use, repair, removal, or relocation of PERMITTEE's facilities by PERMITTEE or by PERMITTEE's employees, volunteers, contractors, or invitees ("PERMITTEE PARTIES").

6.1. Intentionally omitted

6.2. If PERMITTEE's facilities have to be relocated as provided in Section 12 below, PERMITTEE shall pay all fees and costs to remove and relocate these facilities.

6.3. All such payments shall be made within thirty (30) consecutive days following receipt of a written demand from the DISTRICT. The written demand shall specify the amount due and the type of losses or expenses incurred. Any amounts not received by the DISTRICT within this thirty (30) consecutive day period shall earn interest at the maximum rate authorized by California law.

7. **Indemnity:** PERMITTEE hereby agrees to hold harmless, defend and indemnify the DISTRICT and its agents, servants, employees, consultants, and officers from any and all claims, actions, liability, losses, costs, damage, or expense of whatever type or nature to any persons, entities, or property caused by, or claimed to be caused, in whole or in part, by the construction, maintenance, repair, replacement or use of the encroachment facilities or encroachment areas by PERMITTEE or PERMITTEE PARTIES except to the extent such claims are caused by the active negligence or intentional misconduct of the DISTRICT or its agents, contractors, or employees. This indemnity shall include all DISTRICT's attorney's fees, expert fees and costs, and court costs if the DISTRICT is named as a party in any litigation related to the encroachment.

8. **DISTRICT not Liable for Damage to Encroachment or Encroachment Area:** The DISTRICT shall not be liable for any damages whatsoever to the encroachment facilities or encroachment area related in any way to the DISTRICT's continued use of the Easement or as a result of the



DISTRICT's non-negligent construction, use, repair, replacement, or relocation of any DISTRICT facilities within the easement.

9. **Other Uses Forbidden:** PERMITTEE is limited to the specific encroachment area and facilities granted by this Agreement. No other encroachment is permitted without the express prior written consent of the DISTRICT.

10. **Prior Rights:** This Agreement shall not alter, modify, or terminate, in any way, any of the prior rights of DISTRICT to use of the Easement in accordance with its terms. PERMITTEE shall not be considered as acquiring any permanent interest of any kind or nature in the easement which is inconsistent with the rights of the DISTRICT.

11. **General Conditions:** The encroachment shall be subject to each of the following general conditions (where applicable):

11.1. A minimum vertical clearance of four (4) feet shall be maintained between the DISTRICT's facilities and the approved encroachment facilities.

11.2. A minimum horizontal clearance cover of fifteen (15) feet shall be maintained between the DISTRICT's facilities and the approved encroachment facilities.

11.3. The existing ground level over the DISTRICT's facilities shall not be changed without the prior written consent of the DISTRICT.

11.4. No blasting shall be permitted without the prior inspection and approval of the DISTRICT.

11.5. Heavy equipment is not permitted on the easement without DISTRICT notification and approval.

12. **Interference, Relocation, or Removal of Encroaching Facilities:** The rights granted to PERMITTEE herein shall be subordinate to the rights granted to the DISTRICT in the Easement. If the PERMITTEE's facilities interfere with the DISTRICT's use of the Easement or the DISTRICT's facilities located in the easement in order for the DISTRICT to repair, maintain, replace, relocate, or remove the same, the DISTRICT shall give written notice to the PERMITTEE and the PERMITTEE shall have thirty



(30) days from receipt of the notice from the DISTRICT to remedy the interference to the DISTRICT's satisfaction. However, , if the nature of the interference is such that more than thirty (30) days are reasonably required to remedy the interference, the DISTRICT shall allow the PERMITTEE an additional sixty (60) days to remedy the interference. If the PERMITTEE fails to completely remedy the interference within the ninety (90) days given or if the DISTRICT determines the interference in question cannot be remedied, the DISTRICT shall have the right to require the PERMITTEE to relocate and/or remove the PERMITTEE's facilities causing the interference. All fees, costs, and expenses of removal and restoration shall be paid solely by PERMITTEE.

**13. Agreement as Covenant Running with Land and Binding on Successors:** The parties expressly agree that this Agreement shall be construed as a valid and binding equitable servitude and covenant running with the land which shall be binding upon the heirs, personal representatives, successors, assigns, or transferees of the parties hereto. The parties expressly waive the right to challenge the enforceability of this Agreement as a legal and binding equitable servitude and covenant running with the land in any subsequent arbitration or litigation between the parties or their successors.

**14. Intentionally Omitted**

**15. Law Applied:** The validity, interpretation, construction, and performance of this Agreement shall be construed under the laws of the State of California and the applicable rules and regulations of the DISTRICT.

**16. Venue:** In the event of any arbitration or litigation to interpret or enforce the terms of this Agreement, venue shall lie only in the state or federal courts in or nearest to the North County Judicial District, County of San Diego, State of California.

**17. No Warranties:** There are no warranties or representations of any kind being made.

**18. Modification:** This Agreement shall not be altered in whole or in part except by a modification in writing executed by both parties to this Agreement.

**19. Meaning of "PERMITTEE":** The word PERMITTEE as used in this Agreement shall mean the PERMITTEE or any person or entity deriving any interest in this encroachment permit from PERMITTEE or its successors-in-interest.



20. **Attorney Representation:** The PERMITTEE acknowledges that this Agreement has been prepared by the Law Offices of Nossaman LLP, who represents only the DISTRICT. The PERMITTEE is hereby notified to seek the advice of independent counsel concerning this Agreement and its terms. PERMITTEE acknowledges that PERMITTEE has had the opportunity to do so prior to executing this Agreement.

21. **Effective Date:** The effective date of this permit is \_\_\_\_\_, 20 \_\_\_\_.

22. **Board of Director's Approval:** This Agreement is executed by the DISTRICT pursuant to Board action of \_\_\_\_\_, 20 \_\_\_\_.

**“DISTRICT”**

OLIVENHAIN MUNICIPAL WATER DISTRICT

Dated: \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_

Kimberly A. Thorner  
General Manager

**“PERMITTEE”\***

COUNTY OF SAN DIEGO

Dated: \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*PERMITTEE’S SIGNATURE MUST BE NOTARIZED WITH NOTARY SEAL.



**EXHIBIT “A”**  
**Sheet 1 of 1**

**Legal Description**

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF  
SECTION 34, TOWNSHIP 12 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE  
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA LYING NORTHEASTERLY OF THE  
CENTERLINE OF COUNTY ROAD N. S. 147



**EXHIBIT “B”**  
**Sheet 1 of 2**

1. **Encroachment Facilities:**

- a. Lodge pole look fencing to match existing, with fence posts at 8-feet O.C.
- b. 16-foot metal vehicular gates (2 – 8-foot panels)
- c. Concrete paving, with cold joints every 10-feet
- d. 6-inch concrete curb edge
- e. Decomposed granite

2. **Encroachment Area:**

The encroachment facilities encroach upon DISTRICT Easement No. 14 as shown on Exhibit ‘B’ Sheet 2 of 2.

3. **Special Conditions of Encroachment:**

- A. No facilities other than those identified in this encroachment permit shall be placed within the DISTRICT’s easement without the DISTRICT’s prior written approval.
- B. The DISTRICT shall not be responsible for the replacement of encroaching facilities placed within the easement area should they be required to be removed for installation, construction, repair, relocation or maintenance of DISTRICT facilities or any other work undertaken at the sole discretion of the DISTRICT.
- C. Vehicular access gates shall not be secured in any such manner as to prevent the DISTRICT 24 hour/7 days a week unimpeded ingress and egress along their easement. The PERMITTEE must immediately notify the DISTRICT of any change to DISTRICT access.



⑦ LODGE POLE LOOK  
FENCING TO MATCH EXIST.

⑩ METAL VEHICULAR ACCESS  
GATE (2-8' PANELS)

②③ PROPOSED CONCRETE  
PAVING

②④ ②⑥ DECOMPOSED  
GRANITE W/6"  
CONCRETE CURB EDGE

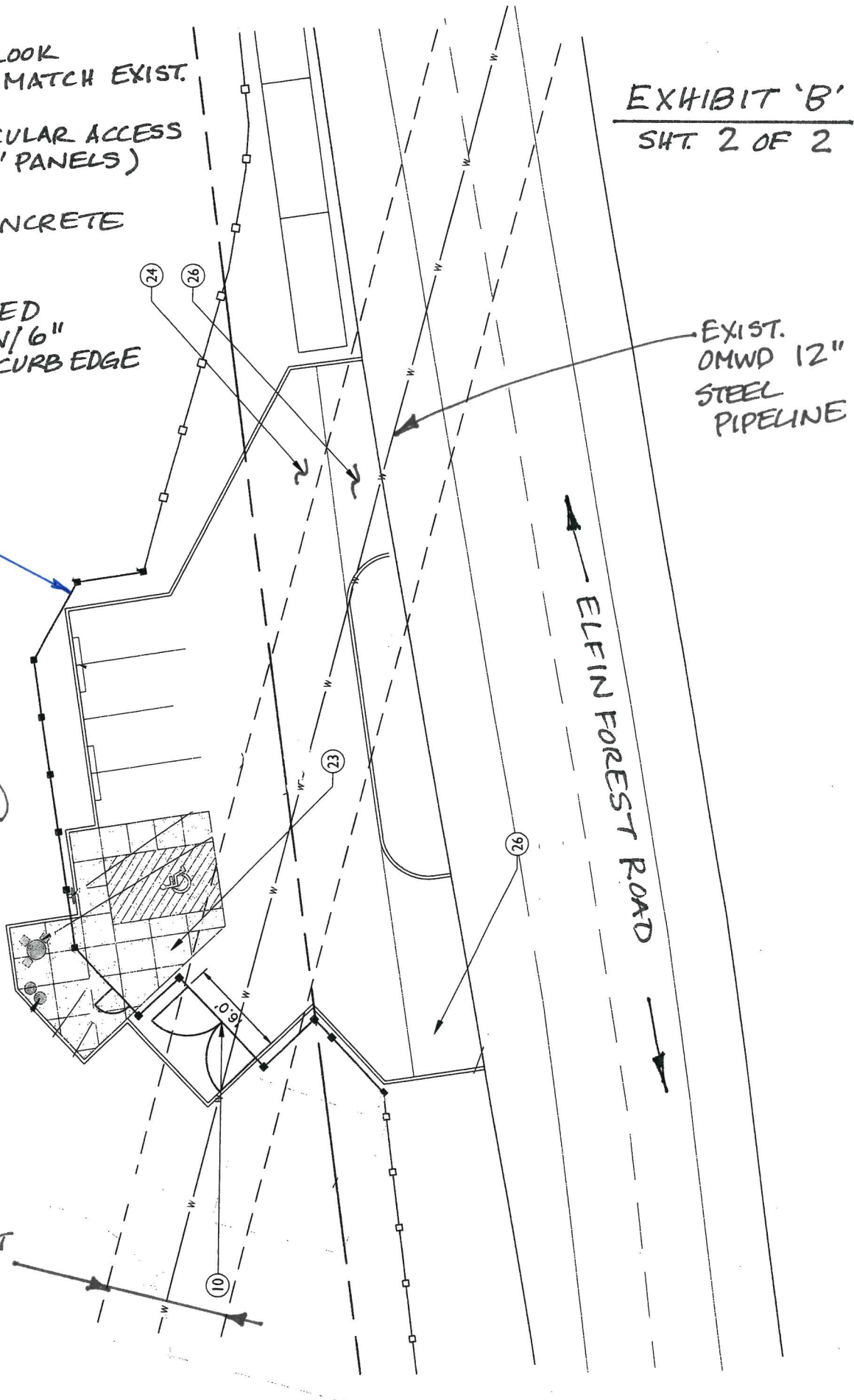
EXHIBIT 'B'  
SHT. 2 OF 2

EXIST.  
OMWD 12"  
STEEL  
PIPELINE

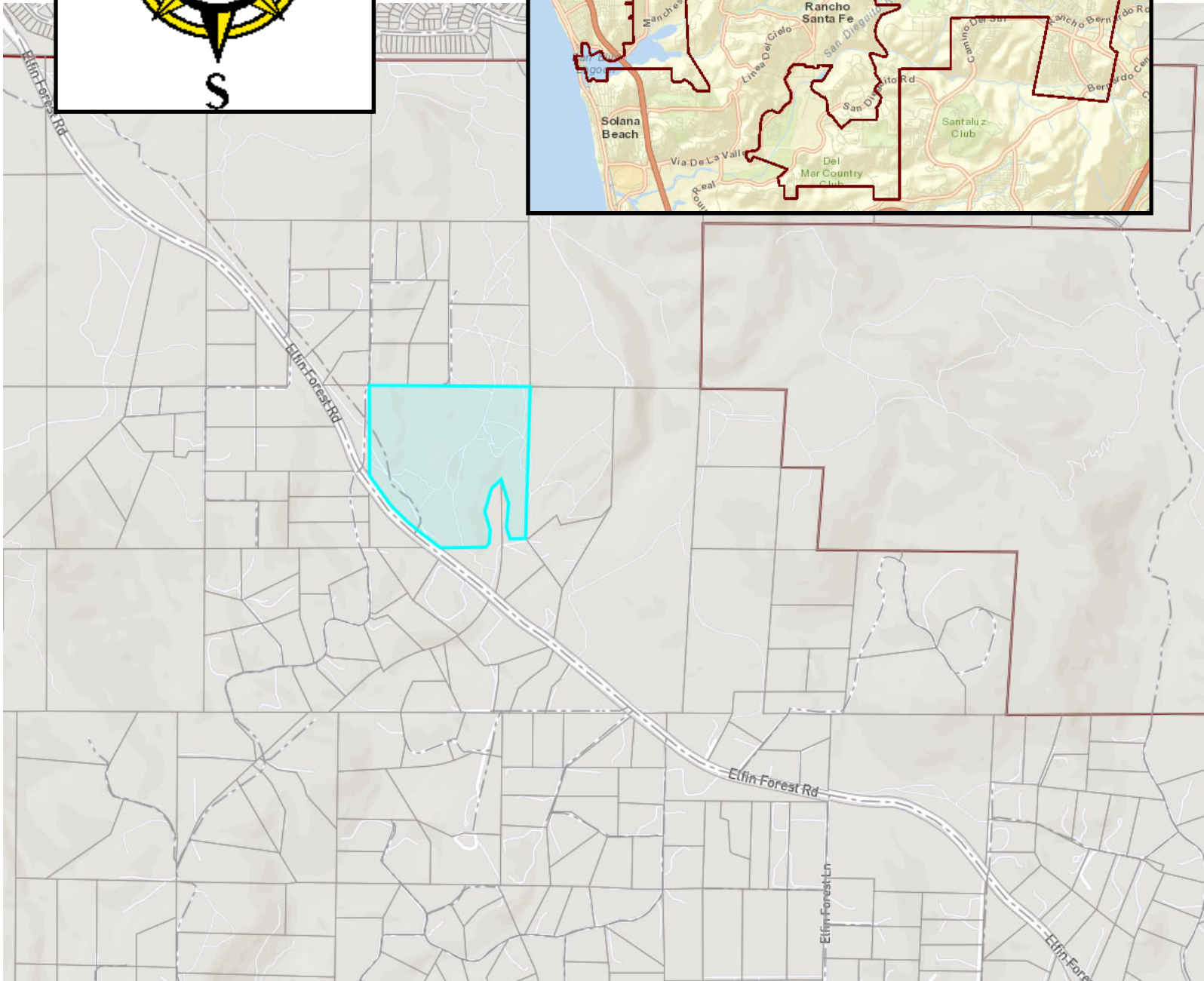
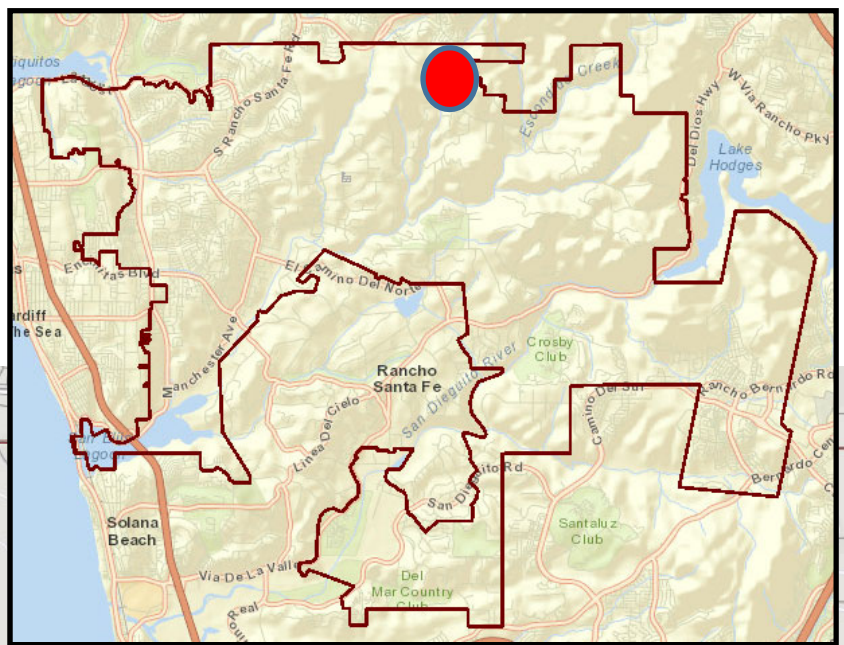
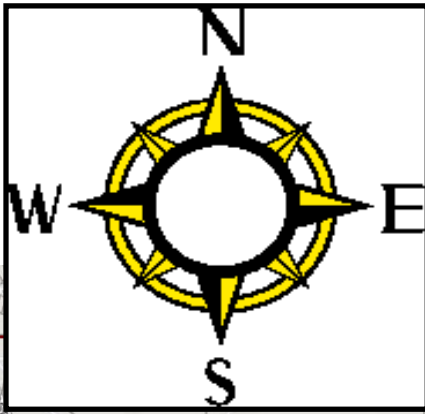
ELFIN FOREST ROAD

APN  
679-080-10-00

OMWD 20-FOOT  
EASEMENT  
NO.14







**PRIVATE ENCROACHMENT PERMIT NO. 409**  
**SAGE HILL PRESERVE STAGING AREA OFF ELFIN**  
**FOREST ROAD**  
**DISTRICT PROJECT NO. W430047**



## Stephanie Kaufmann

---

**From:** Douglas Dill  
**Sent:** Wednesday, July 14, 2021 7:44 AM  
**To:** Stephanie Kaufmann  
**Subject:** Consent Item C-I July 14, 2021 BOD of OMWD Regular Meeting - Speaker Slip

Douglas Dill

Elfin Forest, CA 92029-4801

Request *Removal* of item C-I from Consent Calendar:

"CONSIDER APPROVAL OF PRIVATE ENCROACHMENT PERMIT NO. 409 FOR THE SAGE HILL PRESERVE STAGING AREA (COUNTY OF SAN DIEGO) AND ORDER THE PERMIT BE RECORDED"

Provide opportunity for community input to the Board of Directors on this topic.

Thank you,  
Douglas Dill  
Chair  
San Dieguito Planning Group



## **Stephanie Kaufmann**

---

**From:** Todd Verwers  
**Sent:** Wednesday, July 14, 2021 10:04 AM  
**To:** Stephanie Kaufmann  
**Subject:** Re: OMWD Board Meeting - Call-in Comment on item c-l

Good morning Ms. Kaufmann,

Yes, I inadvertently sent my email before it was complete. I will call in from tel. no. Please read my comments below into the meeting record:

### **COMMENTS re. Item C-l**

I am the owner of the as yet undeveloped parcel immediately adjacent to the proposed parking/staging area providing public access to the Sage Hill Preserve. While I have no issue with the formal opening of the preserve to public access, I have concerns regarding the proposed encroachment permit, with particular emphasis on the following issues:

#### **Parking Spaces**

From my earlier discussion with the county Parks and Recreation Department, it was my understanding that the no. of public parking spaces would be limited to five, whereas nine spaces are now proposed. Furthermore, these spaces will not be gated as earlier proposed, encouraging public access outside of posted hours.

#### **Road Safety**

I have concerns with road safety along this section of Elfin Forest Road, considering that 200+ cars may enter and leave the parking area daily on a 50+ mph narrow road which has limited visibility, and no shoulders or bike lanes. This stretch of Elfin Forest Road is particularly dangerous with a history of accidents. Also, many hikers will return to their cars by walking along the road from the trail exit at the southeast end of the preserve, rather than retracing the long route back through the preserve, thus endangering themselves and drivers. As I understand, the Elfin Forest Town Council has yet to be provided with a traffic study addressing these concerns.

#### **Unauthorized Overflow Parking**

As evidenced by illegal overflow parking along the road at the Elfin Forest Recreational Reserve to the east of the Sage Hill Preserve, it is fairly certain that the same pattern of illegal parking will occur at the proposed staging/parking area, compromising road safety and introducing pedestrian traffic on the roadway. I am also concerned that my future driveway and other driveways on this stretch of Elfin Forest Road will be blocked, which in addition to the inconvenience would impede fire dept. access to this high-risk wildfire area.

Thank you for the Board's consideration of these points.



Best Regards,  
Todd

**Todd Blake Verwers AIA MAA**

*Licensed California Architect  
Member Danish Federation of Architects*



On Jul 14, 2021, at 8:58 AM, Stephanie Kaufmann <[skaufmann@olivenhain.com](mailto:skaufmann@olivenhain.com)> wrote:

Good morning Mr. Verwers,

I wanted to confirm that your email below has been received. It seems as though some of your comments for item C-I Sage Hill were cut off and did not come through. Did you want to try and resend? Also, would you like to speak at this afternoon's Board Meeting or just have your comments read into the record? If you will be calling in, do you mind providing the phone number you will be calling in from? I have listed the meeting log in information below:

(669) 900-9128 or (346) 248-7799  
Meeting ID: 831 4963 0291 and Password: 947605

Thank you,

***Stephanie Kaufmann***

Board Secretary and Executive Secretary to  
Kimberly A. Thorner, General Manager  
D 760-632-4648 O 760.753.6466





---

**From:** Todd Verwers []  
**Sent:** Tuesday, July 13, 2021 8:29 PM  
**To:** Stephanie Kaufmann <[skaufmann@olivenhain.com](mailto:skaufmann@olivenhain.com)>  
**Subject:** OMWD Board Meeting - Call-in Comment on item c-l

Dear OMWD Board Secretary,

I am the owner of the parcel immediately adjacent to the proposed parking/staging area providing public access to the Sage Hill Preserve. I have serious concerns regarding the proposed encroachment, primarily with regard to the following issues:

Best Regards,  
Todd

**Todd Blake Verwers AIA MAA**  
*Licensed California Architect*  
*Member Danish Federation of Architects*





## Stephanie Kaufmann

---

**From:** Bonnie Baumgartner  
**Sent:** Wednesday, July 14, 2021 2:41 PM  
**To:** Stephanie Kaufmann  
**Subject:** Board meeting speaker slip Item C1 Private encroachment Sage Hill

Hi

My name is Bonita Baumgartner, resident of Elfin Forest.

I have serious concerns regarding the opening of Sage Hill , creating parking .

1. Traffic Study was not provided.
2. Road Safety a huge issue.
3. County Maintenance a problem:
  - a. There is an mountain bike cross country jump site , being constructed and used. See pictures taken weekend of 7/11/2021.
  - b. Ability of county and willingness to maintain .Pictures enclosed of Mendocino County property 'maintained trails'
- c. Fire danger since no gates are proposed and no closing hours/ as is done in EF Preserve.
4. Sage Hill was originally determined to be passive use, preserve. Conservation noit seemingly a priority .

I would like to speak at todays meeting.

Thank you

Bonita Baumgartner



## Stephanie Kaufmann

---

**From:** JP Theberge  
**Sent:** Wednesday, July 14, 2021 3:03 PM  
**To:** Stephanie Kaufmann  
**Cc:** Scott Sutherland  
**Subject:** Consent item L (C-L), encroachment permit at Sage Hill

Dear OMWD Board:

I plan on attending the meeting in person. I'm the Chair of the Elfin Forest / Harmony Grove Town Council and would like to submit a comment in person on item C-1. I would like to see it pulled for discussion as the community has a number of concerns about this item.

As a community we truly appreciate our partnership with OMWD. Going as far back as the building of the reservoir, the EF Recreational Reserve, and more recently, the pipeline project down Elfin Forest Road, we have always collaborated and sought the best outcome for the residents of Elfin Forest as well as the District and the ratepayers. When we have vandalism issues or dumping on OMWD easements you guys have worked with us to try to address this. And our partnership with the Keepin' it Rural Trail Run (our 6th annual race this year which will solely benefit the Escondido Creek Conservancy), is invaluable to us.

Regarding his proposed parking area on OMWD easement, we would respectfully ask the board to delay approving this item until the community's concerns, safety issues and potential for damage of OMWD property are reviewed.

We'd also like to invite the board to do a site visit so they can see for themselves our concerns and potentially offer solutions that are a win-win for all parties.

Here are some comments for the board.

**BACKGROUND ON SAGE HILL:** Sage Hill Preserve is the open space parcel just southeast of Fortuna del Sur on Elfin Forest Road. Previously slated for development, it was purchased as mitigation land for SANDAG and permanently preserved (in perpetuity). There are threatened species that inhabit the preserve (Coastal Gnatcatcher, in particular) and SANDAG gets credit for preserving land to replace habitat that is damaged during road and transit projects. As part of the mitigation deal, the County of San Diego Parks department is responsible to manage it and, as a secondary objective, the parcel can be open to *limited* recreation. The Resource Management Plan (RMP) calls for conservation as the primary objective with recreation as secondary as long as the conservation goals are being met. The parking area being proposed is within the OMWD easement.

- *Good faith:* We have met with County in good faith to discuss this issue and they seem to be ignoring some of our serious concerns and have in fact, withheld information from us. It wasn't until we filed a Public Records Act (PRA) Request that we learned that they have not been forthright with us and they omitted dozens upon dozens of documents that are required to be disclosed, in violation of the CPRA.
- *Road safety a major concern:* We have concerns with the road safety of having upwards of 200 cars entering and leaving the parking area on a narrow, hilly 50 mph road which has limited visibility, no shoulders or bike lanes and the site of regular accidents. The force of the accidents that happen on this road could damage



OMWD property. A fatality accident just last week. And recently, a motorcycle vs. car accident caused a brushfire a few hundred feet up the road and damaged private property.

- *Encourages pedestrians on roadway:* We have concerns with the “out-and-back” nature of the main trail which starts at the vault and almost 2 miles later (after 400 feet of climbing), ends up on Elfin Forest Road at the southeast end of the preserve. Visitors are unlikely to hike back where they came from, ANOTHER 2 miles (and 400 feet of climbing). They will simply walk up Elfin Forest Road, a 50 mph road with limited visibility and no walkway. Or they will trespass. Those of us who have hiked this trail, know that once you get to the end, you certainly do not want to do it all over again in reverse. This will create pedestrian issues.
- *Traffic Study not provided:* Despite the PRA request, the County did not provide the traffic study they said they were working on and there is no evidence one was completed. OMWD staff informed us that the County assured them a traffic study was conducted but they have not “independently verified it.” They are taking the County’s word for it. We are asking them to let us review the traffic study if one exists.
- *Lack of gating:* We have concerns about the lack of gating, which just in October, the County had assured us there would be. They changed the plan, but did not notify us. OMWD easements throughout our community have been a big problem with loitering after hours, bonfires and unauthorized access. We have worked extensively with OMWD to try to address this problem. This would certainly invite more visitors outside visiting hours which will be a problem for OMWD as well as the community. Gating is essential to keep after hours activity under control.
- *Likelihood of overflow:* Hiking areas are very much in demand in the County. The parking area would quickly become overwhelmed and, as seen just down the road at EF Recreational Reserve, there will be unauthorized parking (most of which on private property), the side of the road and in all likelihood around the OMWDs easement which will create an even more unsafe situation on that narrow two lane road, but importantly, would put OMWD easement and equipment at risk. There is no enforcement of parking in our area and unauthorized parking is a huge problem all over the community wherever there are trails nearby.
- *5 spots are now 9 spots.* In our meetings and correspondence with DPR, they repeatedly told us the parking area would have 5 spots, as recently as October of last year. However, it was revealed in our PRA request that they are now proposing 9 spots (4 additional parallel parking spots). They never brought this to our attention. And they also did not notify Fish and Wildlife of this revision either (we spoke to F&W in March and the PRA response reveals no such communication).
- *Conservation is not being prioritized:* The preserve’s main objective is as a “conservation preserve” which SANDAG purchased as mitigation. It allows for some recreation, but the RMP requires strict monitoring and a fiscal prioritization of the conservation component ahead of the recreational component. Based on our review of the PRA documents, they have not followed through. They have not completed any of the required yearly habitat monitoring and reporting, nor the patrolling requirements as specified in the RMP (daily perimeter and weekly interior patrols). They only started looking into monitoring when we raised the issue in February with Fish and Wildlife, a federal agency. This concerns us because they seem to be pushing forward on increasing recreational usage even though they have not performed due diligence on the conservation component.

**Map of preserve with out and back trail:**

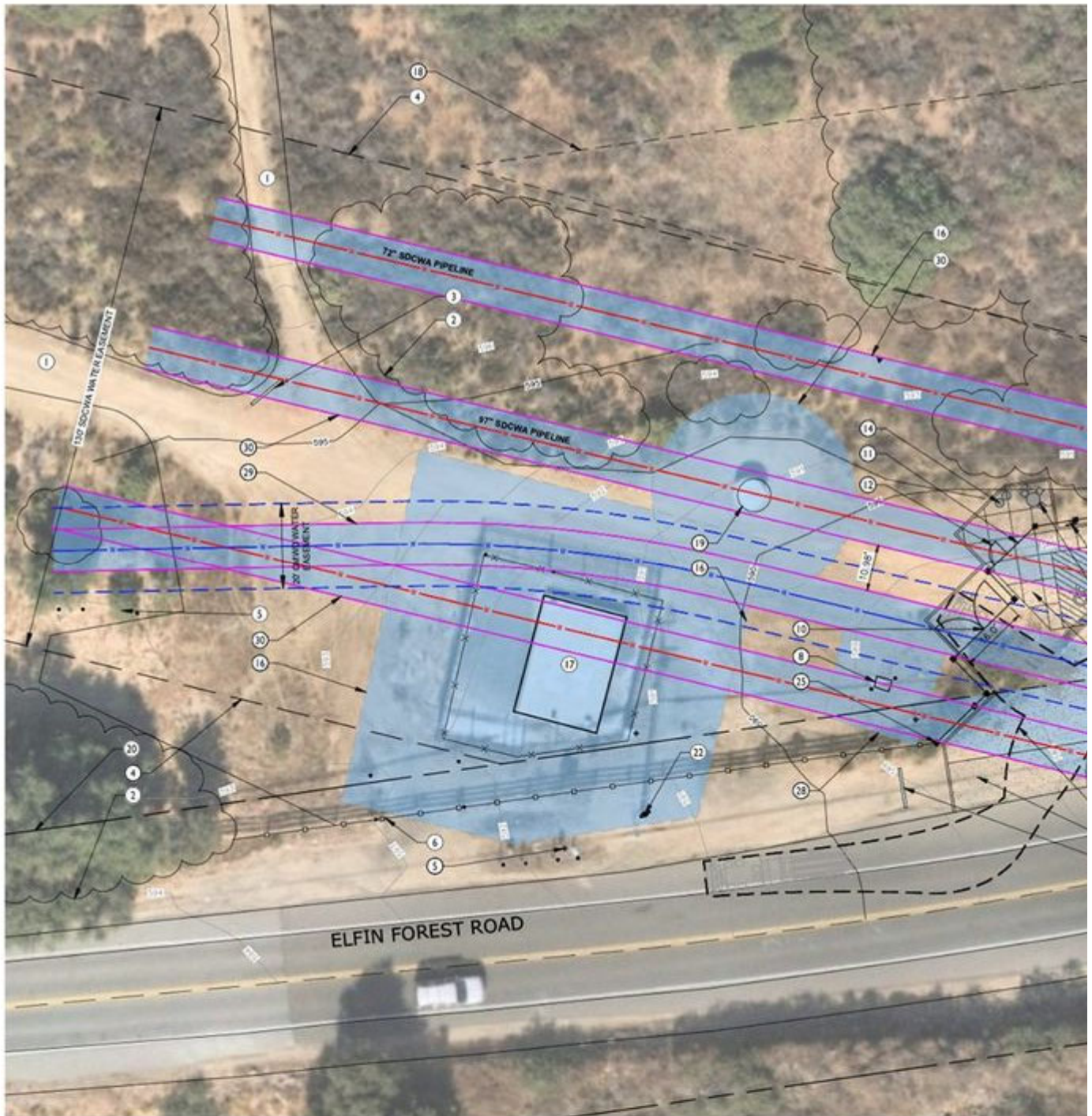






**NEW SITE PLAN NOT SHARED WITH TOWN COUNCIL (9 SPOTS)**



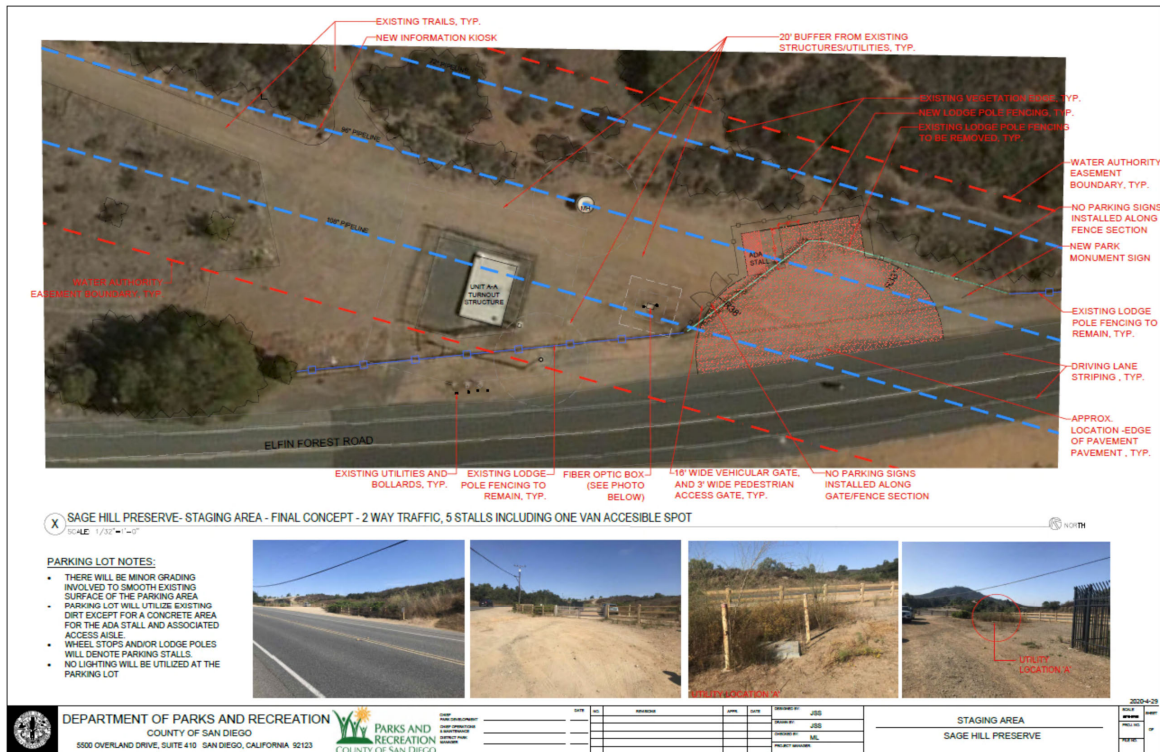


DEPARTMENT OF PARKS AND RECREATION  
 COUNTY OF SAN DIEGO  
 5500 OVERLAND DRIVE, SUITE 410 SAN DIEGO, CALIFORNIA 92123





## SITE PLAN SHARED WITH TOWN COUNCIL IN LATE 2020 (5 SPOTS):



**JP Theberge** • President • Director of Insights  
Cultural Edge Consulting, Inc. • San Diego, CA  
[O 760 476 0050](tel:6197600050) x101 • [M 619.884.2694](tel:6198842694)  
[Website](#) • [Facebook](#) • [Twitter](#) • [LinkedIn](#)

For frequently updated articles and tweets relevant to the multicultural and Hispanic space, follow us on Twitter.



## Stephanie Kaufmann

---

**From:** Patti Newton  
**Sent:** Wednesday, July 14, 2021 2:37 PM  
**To:** Stephanie Kaufmann  
**Subject:** Item C-I Sage Hill parking encroachment

Please pull the above referenced item from the consent calendar as it warrants discussion and input from the community.

First and foremost, safety and security-related issues have not been adequately analyzed by the county.

I will not belabor these points as they will be addressed in detail by others. Suffice to say I support the Town Council members and others who have thoroughly vetted the situation as have I, and will be presenting detailed responses.

I am likely unable to join the meeting by telephone as I have an appointment with my orthopedic surgeon. If I am able I will call in.

Thank you for the opportunity to register my thoughts.





'Mendocino Co'  
fencing,  
disrepair  
'Co' "maintained"





SALE HILL - MTN BIKE  
X COUNTRY JUMP COURSE

2/21



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER INFORMATIONAL BRIEFING WITH SDCWA ON DROUGHT PREPAREDNESS, LEGISLATIVE ADVOCACY, PUBLIC OUTREACH TOOLKITS AND REGIONAL WORKFORCE EFFORTS**

---

## Purpose

This month San Diego County Water Authority Assistant General Manager, Tish Berge will be presenting on drought preparedness, legislative advocacy, public outreach toolkits, and regional workforce efforts. Next month Deputy General Manager, Dan Denham will be presenting on the Salton Sea, Regional Conveyance, and the Delta Conveyance.

## Recommendation

This is an informational item.

## Alternative(s)

N/A.

*Attachments: Presentation from SDCWA*





# Regional Collaboration for a Resilient Future

Summer 2021

Tish Berge  
Assistant General Manager



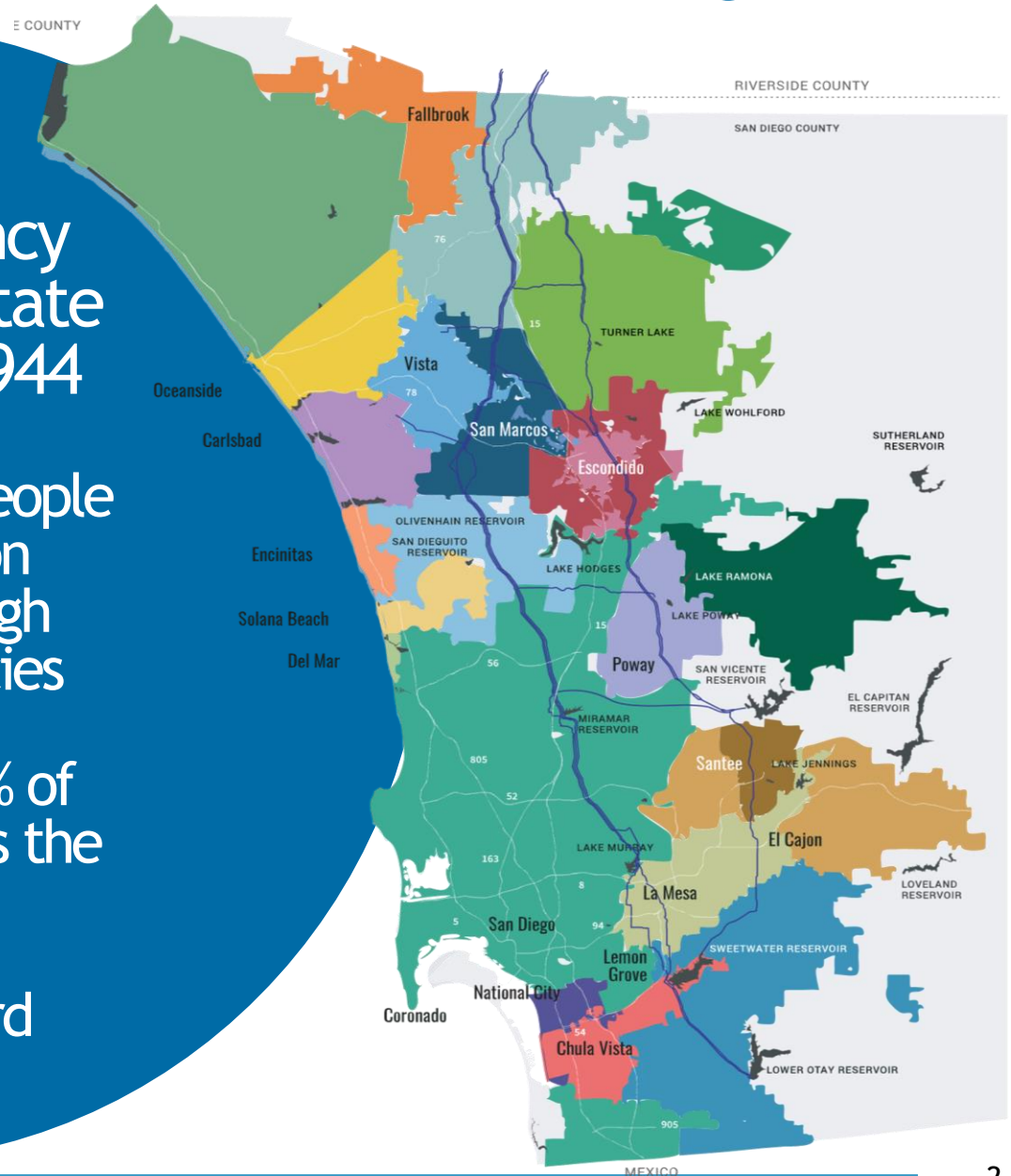
# Water Authority Serves a Vibrant Region

Wholesale agency  
created by the state  
Legislature in 1944

Serves 3.3 million people  
and \$253 billion  
economy through  
24 member agencies

Provides about 75% of  
water used across the  
metro area

36-member Board







**Conservation**



**Canal Linings**



**Reclaimed Water**

# Water Reliability Through Diversification



**Seawater Desal**



**Potable Water Reuse**



**Local Surface Water**



# Innovative Investments in Supply Reliability



Twin Oaks Valley Water  
Treatment Plant  
\$179 million



Olivenhain Dam &  
Reservoir  
\$198 million



San Vicente Dam Raise  
& Related Projects  
\$811 million



Lake Hodges Energy &  
Pumped Storage  
Projects  
\$208 million



Pipeline Relining \$493 million



Carlsbad Seawater Desalination  
Projects \$1 billion



Canal Lining Project \$447  
million (\$190 million from  
Water Authority)



# Advocating for the Region



**San Diego County Water Authority**  
Our Region's Trusted Water Leader

## AB 1588 (Gloria/Gray)

**Objective:** Ensure military veterans transitioning into civilian water and wastewater operator occupations receive appropriate crediting for experience and education gained during military service.



**Support:**


AFSCME  
American GI Forum of California  
ANWWS - Department of CA  
Association of California Water Agencies  
California Association of County Veterans Service Officers  
California Association of Sanitation Agencies  
California State Commanders Veterans Council  
California Water Association  
Chula Vista Chamber of Commerce  
City of San Diego  
Council of Water Utilities  
East County Economic Development Council  
East County Chamber of Commerce  
Eastern Municipal Water District  
Escondido Chamber of Commerce  
Irvine Ranch Water District  
Mesa Water District  
Metropolitan Water District of Southern California  
National City Chamber  
Northern California Water Association  
Oceanside Chamber of Commerce  
Palm Springs Chamber of Commerce  
Palm Desert Municipal Water District  
Rainbow Municipal Water District  
Rural County Representatives of California  
San Diego County Board of Supervisors  
San Diego County Water Authority  
San Diego Military Advisory Council  
San Diego North Economic Development Council  
San Diego Regional Chamber of Commerce  
San Diego Regional Economic Development Corporation  
San Diego Veterans Coalition  
San Diego Workforce Partnership  
San Marcos Chamber of Commerce  
Santa Clara Valley Water District  
South County Economic Development Council  
Spring Valley Chamber of Commerce  
Sorrento Valley Chamber of Commerce  
Sorrento Valley Water District  
U.S. Veterans Chamber of Commerce  
Valley Center Municipal Water District  
Veterans Village of San Diego  
Vietnam Veterans of America  
California State Council  
Vista Chamber of Commerce

**AB 1588**


AB 1588 would:

- Provide a path of reciprocity to military veterans to apply their advanced skills and experience toward state and industry-supplied certifications, or positions within the public or private sectors that specify certifications, within the water and wastewater treatment and distribution operator fields.


June 2019



**2019 San Diego Integrated Regional Water Management Plan**



Prepared by the Regional Water Management Group in collaboration with the Regional Advisory Committee



**Our Region's Trusted Water Leader**  
San Diego County Water Authority

April 6, 2021

Honorable Toni Atkins  
President Pro Tempore  
California State Senate  
State Capitol, Room 205  
Sacramento, CA 95814

**SUBJECT: Drought Response – Early Budget Action Plan**

MEMBER AGENCIES

Castroville  
Municipal Water District  
City of Del Mar  
City of Escondido  
City of Imperial City  
City of Oceanside  
City of Poway  
City of San Diego  
Fallbrook  
Public Utility District  
Hahn Water District  
Chula Vista Water District  
Lakeside Water District  
Municipal Water District  
Chico Water District  
Palma Vista  
Municipal Water District  
Carpas Freshwater  
Marine Corps Base  
Baldwin  
Municipal Water District  
Beverly Hills  
Municipal Water District  
Pescadero  
Municipal Water District  
San Diego County Water District  
San Jacinto Water District  
San Jacinto Water District  
San Jacinto Water District  
Valley Center  
Municipal Water District  
Watts Water District

Dear Senator Atkins:

Thank you for your continued leadership on important policy issues for California. One of the emerging key priorities for 2021 and beyond is the State's response to water shortage conditions and the potential impacts that a drought could have on Californians' quality of life and state and local recovery efforts.



to develop the drought response early on of several elements that we believe presentation of projects, and that would are not only vital to drought preparation and support your vision.

Water Management (IRWM) Program already has in place as a element of drought preparation and efficient collaborative effort to plan regional scale. The IRWM approach ring all interested entities, working size partnerships through collaboration, regions represent 99% of the state's has invested approximately \$1.45 billion throughout the state have matched that use collaborative projects.

conservation and agricultural San Diego County, to advance management practices that help to that have faced regional agricultural exacerbated during the COVID e agricultural production within many implementation of successful local ring the continued production and private incentives, financial assistance,

1 (858) 522-4565 • www.sdcwa.org



# Providing Resources and Tools

**WATERNEWSNETWORK**  
SAN DIEGO COUNTY WATER AUTHORITY

Home Media Coverage News Features Multimedia Jobs Newsletters Sign Up

The Value of Water  
The San Diego County Water Authority is constructing a huge underground water tank in Mission Trails Regional Park to ensure reliability for the region.

H2Own: Every Step of the Way

**SAFE  
RELIABLE  
AFFORDABLE**

Watch later Share

DEAN FARRIS JON FOREMAN

0:01 / 0:30

**VALUE OF WATER**

**PHOTO CONTEST**  
#valueofwater

**WE GOT THIS**

California is bracing for a historic drought this summer. But here in San Diego County, we're protected from drought. We planned ahead, developing local water sources and reducing our reliance on the State Water Project. And residents have done their part too, reducing per capita water use by nearly 50 percent. As a result, San Diego County has one of the most reliable water systems in the state. Just another reason we love calling this place home.

To learn more, visit [www.sdh2own.com](http://www.sdh2own.com)

**Our Region's San Diego County Water Authority**

**fleur.de.lisa**  
University Heights, San Diego

**fleur.de.lisa** Don't you just love this neighborhood? @universityheightssd @sdwca #universityheightssd #craftsmanshome #valueofwater

**csoto1471** I do love it!

**sdwca** Great photos! Thanks for sharing! #valueofwater

Liked by universityheightssd and 44 others

MAY 13

Add a comment...

**Enrich**



# Preparing and Recruiting Talent



DoD Skillbridge: Job Training, Employment Skills Training, Apprenticeships and Internships



Support water agencies in the San Diego region through consolidated outreach and resources



Maintain and continue expansion of the regional water/wastewater internship program



Creation of Bachelor Degree in Public Administration: WaterWorks Management Concentration



# 1991 Drought Headlines

## 50% Water-Delivery Cut Will Be Blow to San Diego

■ **Drought:** Metropolitan Water District directors also vote a 90% cut in allocation for agricultural users.

## State to Shut Off Water Delivery to Southland

By VIRGINIA ELLIS  
and TED ROHRLICH  
TIMES STAFF WRITERS

SACRAMENTO — Gov. Pete Wilson on Monday announced new and unprecedented cutbacks of state water deliveries so drastic that Southern California will be cut off from this traditional source of water by mid-March.

Wilson said that heightened drought conditions had forced the state to notify cities and industry

## Grim water outlook is getting even worse

By Steve LaRue  
Staff Writer

SACRAMENTO — Southern Californians are likely to be ordered to cut back their water consumption by an unprecedented 30 percent this spring unless more snow falls on the Sierra Nevada, the area's chief water official said yesterday.

## Water Dependence Bodes a Dry San Diego Future

■ **Drought:** A twisted history of water politics has left the county at the vulnerable end of the supply pipeline.

## Companies cringe at 50 percent cut in water

Firms offer conservation plans to mayor; some say cutbacks could cripple growth

## State Water Project cuts off water to farms; urban slash expected





# Today's Drought Headlines

**California expands drought emergency to large swath of state**

**Don't expect Miracle May this month on the Colorado River**

**As Surface Water Supplies Dry Up, California Rice Growers Worry About Ripple Effect**

**Reclamation halts water deliveries to northern Calif. farmers**

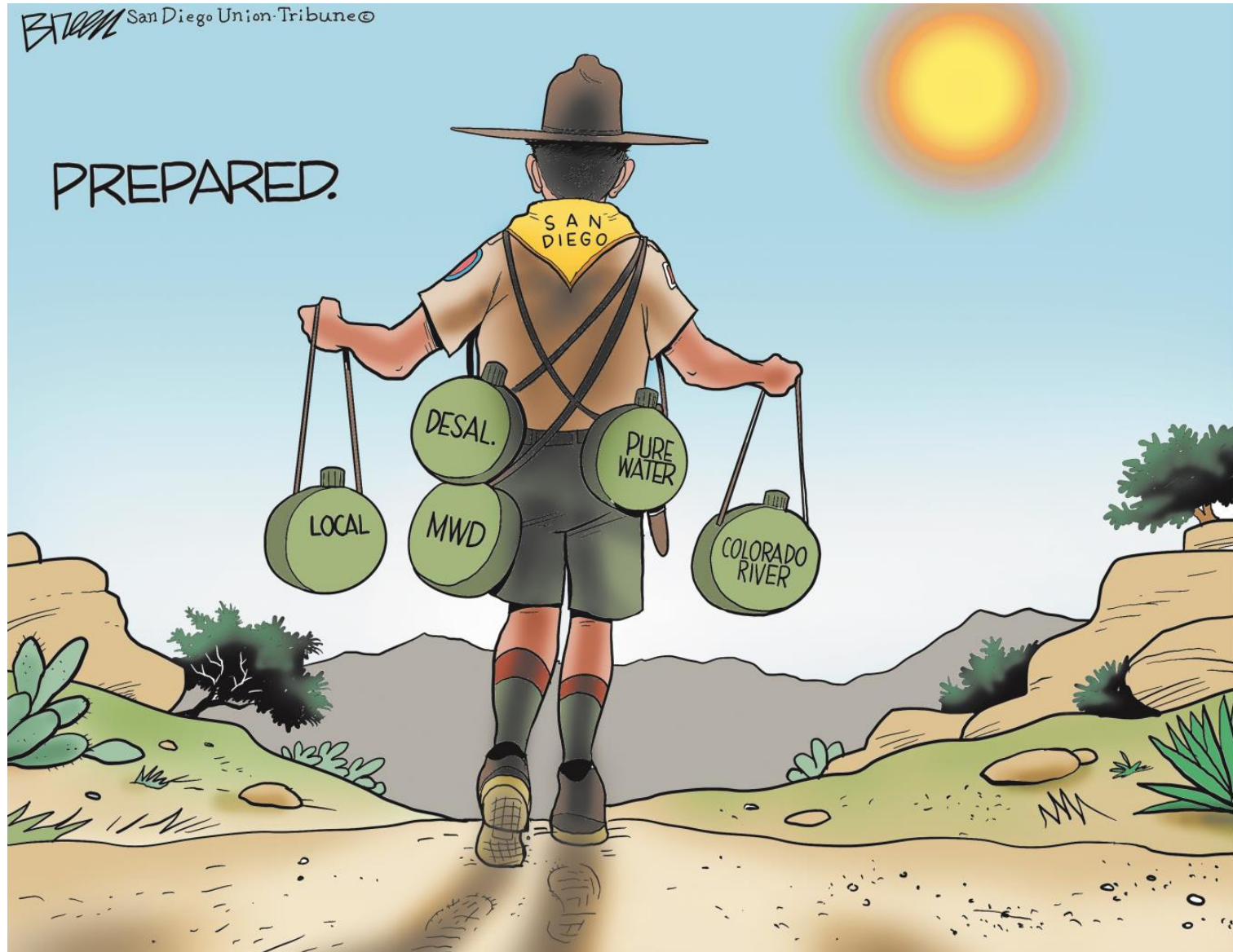
**Hosing down the driveway? Why California has no statewide water wasting rules as it heads into a new drought**

**Fish or farmers? Newsom drought declaration would trigger new war over California water**

**San Diego Spared as Newsom Declares Drought Emergency in 41 of California's 58 Counties**



# Our Region is Prepared





# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Geoff Fulks, Operations Manager  
Via: Kimberly Thorner, General Manager  
Subject: **CONSIDER ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT HONORING DAN BEAN FOR OVER 28 YEARS OF DEDICATED SERVICE UPON HIS RETIREMENT**

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## Purpose

The purpose of this item is to consider the attached retirement resolution for Dan Bean.

## Recommendation

Staff recommends that the Board approve the attached resolution.

## Alternative(s)

- The Board may elect against adoption of the resolution.
- The Board may direct Staff as otherwise deemed appropriate.

## Background

Traditionally and as part of the “Employee Service Recognition and Retirement Guidelines,” District employees receive resolutions upon attaining 25 years of service and upon retiring with more than 20 years of service. Mr. Bean will be retiring in July



with over 28 years of dedicated service. Mr. Bean previously received a resolution for 25 years of service. This resolution will recognize his 28 years of service and retirement.

#### **Fiscal Impact**

Approximately \$135.00 to mat and frame this resolution is the only cost associated with this action.

*Attachment: Resolution 2021-17*



RESOLUTION NO. 2021-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
OLIVENHAIN MUNICIPAL WATER DISTRICT  
HONORING **DANIEL BEAN** FOR OVER 28 YEARS OF SERVICE

WHEREAS, the Olivenhain Municipal Water District is a public agency of the State of California, organized and existing in accordance with the Municipal Water District law of 1911, Section 71000 of the Water Code of the State of California; and

WHEREAS, DANIEL BEAN, AKA “Beano”, has served the District for more than 28 years and, during his tenure with the Olivenhain Municipal Water District, demonstrated construction expertise, loyalty and dependability; and

WHEREAS, DANIEL BEAN has worked in the District’s Construction Department for over 28 years, where he served as Utility-I, Utility-II and Utility-III before being promoted to Operations Supervisor, Construction in 2008; and

WHEREAS, DANIEL BEAN has participated in and overseen numerous service line, distribution mainline and transition main pipeline repair and replacement projects; and has been influential in development and application of the District’s Enterprise Asset Management (EAM) System; and

WHEREAS, DANIEL BEAN has led the Construction Department and has contributed to the progress of the District and is hereby memorialized as a permanent part of the records of the Olivenhain Municipal Water District; and

WHEREAS, DANIEL BEAN has demonstrated leadership as a Supervisor of the District and his Beano-isms and stories of Beano-palooza will be remembered for years to come; and

WHEREAS, DANIEL BEAN has always stepped up to assist with district issues containing “a ton of mustard!”

WHEREAS, BREAKING NEWS! DANIEL BEAN’s commitment and loyalty to the district is greatly appreciated; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1: The Board of Directors on behalf of the citizens of the District, do hereby express their appreciation to and honor DANIEL BEAN for his 28 years of dedicated public service and commitment to serve the customers of OMWD.

Section 2: The contributions and dedication of DANIEL BEAN have contributed greatly to achieving the mission of the Olivenhain Municipal Water District and he now has the “Notice to Proceed” into retirement.



PASSED, ADOPTED AND APPROVED at a regular meeting of the Board of Directors on the 14<sup>th</sup> day of July, 2021.

ATTEST:

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Lawrence A. Watt, President  
Board of Directors  
Olivenhain Municipal Water District

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Robert F. Topolovac, Secretary  
Board of Directors  
Olivenhain Municipal Water District



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Geoff Fulks, Operations Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER AN AGREEMENT FOR MUTUAL MAINTENANCE SERVICES BETWEEN LEUCADIA WASTEWATER DISTRICT AND OLIVENHAIN MUNICIPAL WATER DISTRICT AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT**

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## Purpose

The purpose of this agenda item is to consider an agreement to provide mutual maintenance services and equipment between Leucadia Wastewater District (LWD) and Olivenhain Municipal Water District (OMWD) and authorize the General Manager to sign on OMWD's behalf.

## Recommendation

Staff recommends approval of the agreement and authorization for the General Manager to sign on the behalf of OMWD.

## Alternative(s)

The Board could reject the agreement and direct staff to negotiate different terms.



## **Background**

OMWD is experienced with regard to the exercising and operation of large valves and owns a hydraulically operated valve turning truck that is used to exercise valves within OMWD's service area to ensure proper functioning. LWD desires assistance with the exercising of sewer force main valves at some of their sewer pump stations to ensure and maintain proper valve operation. OMWD desires the use of a vacuum truck for its wastewater collection system. LWD owns and operates a wastewater vacuum truck. In the spirit of inter-agency cooperation, both districts are proposing to execute the maintenance services agreement in order to share resources and expertise.

## **Fiscal Impact**

The sharing of resources is a financial benefit to both agencies for equipment that is not owned, but needed, by the other agency.

## **Discussion**

Both districts would benefit from the sharing of resources and expertise. Although operating a piece of equipment always involves some risk, the attached agreement mutually indemnifies both parties. OMWD will not need to rent, outsource, or purchase a vacuum truck if this resource can be shared by LWD. The districts share similar boundaries and overlap so we are not extending our operators on long distances.

Staff is available for questions. General Counsel has reviewed and approved the attached agreement.

*Attachment(s):*

*Draft Maintenance Agreement between LWD and OMWD*



**AGREEMENT TO PROVIDE MAINTENANCE SERVICES  
BETWEEN THE LEUCADIA WASTEWATER DISTRICT  
AND OLIVENHAIN MUNICIPAL WATER DISTRICT**

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the LEUCADIA WASTEWATER DISTRICT ("LWD") and OLIVENHAIN MUNICIPAL WATER DISTRICT ("OMWD").

**RECITALS**

Whereas, OMWD has special expertise with regard to exercising and operation of large valves;

Whereas, LWD desires OMWD's assistance with regard to the exercising of force main valves at LWD's Batiquitos and Leucadia Pump Stations to help ensure their proper operation;

Whereas, OMWD has the need to utilize LWD's Vacuum Truck in its wastewater collection system in order to maintain optimal working conditions thereby reducing the potential for sewer system overflows,

NOW, THEREFORE, in the spirit of interagency cooperation, consideration of the mutual promises, conditions and covenants contained; the parties hereto agree as follows:

**AGREEMENT**

**ARTICLE 1. GENERAL**

A. OMWD agrees to exercise force main valves at LWD's Batiquitos and Leucadia Pump Stations at mutually acceptable dates and times. The force main valves to be exercised consist of one valve at the Leucadia Pump Station, two valves at the Batiquitos Pump Station, and any additional valves as the parties agree from time to time.



B. LWD agrees to provide Vacuum Truck services at OMWD's 4S Ranch and Rancho Cielo Pump Stations and wastewater collection system manholes at mutually acceptable dates and times.

C. This agreement is voluntary and may be withdrawn at any time at either parties' sole and absolute discretion.

D. Both parties shall perform all work necessary to complete the work and shall coordinate with each other to ensure it has all labor materials, equipment, and supplies required to complete the work.

E. All work under this AGREEMENT shall be done in a professional manner and both parties represent that they are skilled in the professional expertise necessary to provide the services required under this AGREEMENT.

F. Both parties agree to exchange an equal number hours of services provided pursuant to this AGREEMENT. In lieu of mutually exchanging services, either party may bill 150 dollars per hour for services provided pursuant to this agreement.

G. Either party may terminate this AGREEMENT by providing written notice to the other.

## ARTICLE 2. INDEMNITY

Operating valves and operating a Vacuum Truck involve inherent risk whether performed manually or using machine assisted methods; therefore, to the fullest extent permitted by law, LWD and OMWD will indemnify each other, shall defend and hold harmless the other, and their directors, officers, officials, agents, employees, volunteers and consultants from and against all claims, demands, damages, losses, expenses, fines and other costs, including costs of defense and attorneys' fees, arising out of or resulting from this AGREEMENT, including without limitation, OMWD's work involving the force main valve maintenance and LWD's operation of the Vacuum Truck. However, neither party shall have an obligation to indemnify the other party from a claim caused by the active negligence, sole negligence, or willful misconduct of an indemnified party.

## ARTICLE 3. SEWER SYSTEM OVERFLOW

In the event that during the valve exercising process a sewer system overflow (SSO) occurs from LWD's force main valves, OMWD shall not be responsible for the costs



associated with or attributed to the SSO. These costs include, but are not limited to, response by LWD's staff and contractors, mitigation, cleanup, repairs, environmental sampling and/or monitoring, claims, litigation, OMWD staff costs and attorneys' fees, and any fines or penalties that may be levied against OMWD. All costs and actions for determining the cause of the SSO shall be the sole responsibility of LWD.

#### ARTICLE 4. CALIFORNIA LAW GOVERNS

This AGREEMENT shall be governed by California law. In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this AGREEMENT, the parties agree that jurisdiction and venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California. In the event any arbitration, action or proceeding is initiated to challenge, invalidate, enforce or interpret any of the terms of this AGREEMENT, the prevailing party shall be entitled to all attorneys' fees, all expert fees and costs, and all litigation fees, costs, and expenses in addition to any other relief granted by law. This provision shall apply to the entire AGREEMENT.

#### ARTICLE 5. DISPUTE RESOLUTION

Before any Party to this AGREEMENT may bring suit in any court concerning an issue relating to this AGREEMENT, such Party must first seek in good faith to resolve the issue through mediation or other form of non-binding alternative dispute resolution mutually acceptable to the Parties. Either Party may initiate informal dispute resolution by written demand on the other. No lawsuit or other remedy may be pursued until at least one informal meeting session has occurred or until the passage of thirty (30) calendar days from the date of mailing of the demand for dispute resolution, whichever occurs first.

#### ARTICLE 6. MODIFICATION

This AGREEMENT may not be altered in whole or in part except by a written modification approved by OMWD and executed by all the parties to this AGREEMENT.



#### ARTICLE 7. ENTIRE AGREEMENT

This AGREEMENT, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this AGREEMENT. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this AGREEMENT, are intended to be replaced in total by this AGREEMENT. LWD warrants and represents that no OMWD representative has made any oral representations or oral agreements not contained in this AGREEMENT. LWD further warrants and represents that LWD has not relied upon any oral statements or promises made by any OMWD representative or agent in executing this AGREEMENT. The parties mutually declare that this AGREEMENT and its exhibits constitute a final, complete and integrated agreement between the parties.

#### ARTICLE 8. UNENFORCEABLE PROVISIONS

The terms, conditions, and covenants of this AGREEMENT shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this AGREEMENT, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

#### ARTICLE 9. REPRESENTATION OF CAPACITY TO CONTRACT

Each party to this AGREEMENT represents and warrants that he or she has the authority to execute this AGREEMENT on behalf of the entity represented by that individual. This representation is a material term of this AGREEMENT.

#### ARTICLE 10. OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT COUNSEL

Each of the parties to this AGREEMENT warrants and represents that it has been advised to consult independent counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this AGREEMENT.

#### ARTICLE 11. NO WAIVER

The failure of either party to enforce any term, covenant or condition of this



AGREEMENT on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this AGREEMENT at any later date or as a waiver of any term, covenant, or condition of this AGREEMENT. No waiver shall occur unless the waiver is expressly stated in writing and signed by the person for the party having the authority to expressly waive the benefit or provision, in writing. No oral waivers shall be effective against either party.

ARTICLE 12. NO JOINT VENTURE and NO THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to create a joint venture, partnership or common enterprise relationship of any kind between LWD AND OMWD. No third parties shall be construed as beneficiaries of any term, covenant or provision of this AGREEMENT.

ARTICLE 13. TIME OF ESSENCE

The parties agree that time is of the essence as to all matters specified in this AGREEMENT. The parties mutually declare that this is a material term of this AGREEMENT.

ARTICLE 14. NOTICES.

All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, or sent certified mail, return receipt requested, to the following addresses:

To: LWD  
Leucadia Wastewater District  
Attn: Paul J. Bushee, General Manager  
1960 La Costa Ave  
Carlsbad, CA 92009



To: OMWD  
Olivenhain Municipal Water District  
Attn: Kimberly A. Thorner, General Manager  
1966 Olivenhain Road  
Encinitas, California 92024

IN WITNESS WHEREOF, the parties hereto caused this AGREEMENT to be executed the day and year first written above.

Leucadia Wastewater District:

Olivenhain Municipal Water District:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Steven Weddle, Engineering Services Supervisor  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC WEST LANDSCAPE CORPORATION, INC. FOR DISTRICT-WIDE LANDSCAPE MAINTENANCE SERVICES IN THE AMOUNT OF \$178,176 PER YEAR FOR 3-YEARS WITH TWO, 1-YEAR OPTIONAL EXTENSIONS AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT**

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## Purpose

The purpose of this agenda item is to consider approval of a Professional Services Agreement (PSA) with Pacific West Landscaping Corporation, Inc. (PWLC) for District-Wide Landscape Maintenance Services in the amount of \$178,176 per year for 3-years, with two, 1-year optional extensions at the discretion of the General Manager, and authorization for the General Manager to sign on behalf of OMWD.

## Recommendation

Staff recommends award of an agreement to PWLC in the amount of \$178,176 per year for 3-years, with two, 1-year optional extensions at the discretion of the General Manager, and authorization for the General Manager to sign on behalf of OMWD.



## **Alternative(s)**

The Board could direct staff to:

- Re-issue the RFP to solicit additional firms for evaluation; or
- Pursue an agreement with an alternate landscape services firm from the current list of proposals received.

## **Background**

OMWD owns and operates twenty-nine reservoirs and facility sites including the Operational and Administrative Headquarters (HQ), David C. McCollom Water Treatment Plant (DCMWTP), 4S Ranch Water Reclamation Facility (4SWRF) and 4S Ranch Water Reclamation Facility Overflow Storage Pond (4SWRF Pond) requiring landscape maintenance services. These sites range in maintenance complexity based on the specific existing site plan and layout.

In 2017, OMWD released a Request for Proposals (RFP) for District-Wide Landscape Maintenance Services with four (4) firms providing proposals. The low bidder, Urban Corps of San Diego County (UC), was selected for an amount of \$134,000.40 per year; however, a failure in performance led to a breach of contract after only approximately 6 months of service and the contract was terminated. Subsequently, staff negotiated with the second low bidder from the 2017 RFP, Aztec Landscape Inc. (Aztec) to hold their originally submitted bid, and they were awarded a 3-year contract by the Board on June 20, 2018 in the amount of \$135,876 per year. During the initial contract with Aztec, and due to the failing performance of UC, the submitted bid of \$135,876 per year was supplemented with costs for additional work and change orders to meet actual maintenance needs.

Over the last 3-years, staff has worked diligently to evaluate the evolving needs of each site and has coordinated with Aztec to “dial in” the right amount of service necessary to preserve OMWD’s assets and complement the community each site resides in. The current 3-year contract with Aztec expired on June 30, 2021 and a new contract is necessary to ensure ongoing needed maintenance of OMWD assets.

## **Fiscal Impact**

Funds for ongoing landscape maintenance were included in the FY 21/22 budget and will be included in future budgets as it is a multi-year operational cost. The operational cost is shared proportionally between potable water, recycled water, and wastewater funds.



## Discussion

Aztec's current expired contract of \$135,876 per year does not reflect the increasing complexity of the work necessary to maintain OMWD sites due to specific site changes/improvements, municipal screening/greenbelt requirements, development expansions adjacent to sites, and/or fire protection weed abatement requirements. For instance, once located in an isolated rural setting off a dirt trail, the Gaty Reservoir complex is now nearly surrounded by high-value luxury homes as part of the One Oak development expansion along the newly paved Rancho Summit Drive in Encinitas. The concrete reservoir is now more visible and has become a focal point for increased screening concerns, timely weed abatement, and brush abatement/fire clearance requirements; therefore a higher level of landscape maintenance is now needed over the simple weed abatement of years past. This is just one example of many current issues OMWD is facing to maintain healthy landscape areas throughout the list of facility assets addressed in the current proposed contract.

In lieu of the low bid public contract process utilized for the 2017 District-Wide Landscape Maintenance contract, and in an effort to best protect OMWD assets and preserve the community standards, an RFP was issued for professional services in accordance with Administrative and Ethics Code Section 6.9B. Learning the lessons from previous efforts and challenges, while desiring to maintain a commensurate level of service for OMWD assets, a more comprehensive RFP was drafted to solicit proposals to secure a PSA with a qualified Landscape Maintenance firm. These proposals were anticipated to be higher in value than the current annual contract amount given the increased complexity and standard of service required from community and site changes over the last 3-years.

A new RFP for District-Wide Landscape Maintenance Services was posted to OMWD's website in May 2021. The RFP broke the scope of work into two (2) schedules based on frequency of service. Work generally consists of maintenance of the existing irrigation systems, pruning, weeding, plant upkeep, and maintenance of common ground areas. The RFP set minimum criteria, but requested the bidding landscaper to evaluate each site and assign the appropriate level of service and costs necessary to meet OMWD needs. To add flexibility to OMWD for a higher level of service, the RFP stipulated OMWD can choose to award a different contract for each schedule of work and landscapers need not submit proposals for both schedules if they do not wish. A non-mandatory pre-proposal meeting with guided tours of Schedule I sites was held on May 20, 2021 to explain OMWD's expectations for service for each site and answer contractor questions. Aztec, BrightView Landscape Services (BrightView) and JMD Landscape (JMD) attended the meeting, with BrightView and JMD attending the guided tour of Schedule I sites (Schedule



II sites were self-guided). Aztec, having familiarity with the sites, did not attend the guided tour and PWLC did not attend the pre-proposal meeting or the guided tour.

From the initial RFP, a total of four (4) proposals were received as shown in the table below:

<b>Landscaper</b>	<b>Schedule I Total Amt.</b>	<b>Schedule II Total Amt.</b>	<b>Total Schedule I and II</b>	<b>Selection Scores</b>
Aztec Landscaping, Inc.	\$119,880.00	\$120,060.00	\$239,940.00	18.2
PWLC I, Inc.	\$72,396.00	\$81,660.00	\$154,056.00	13.6
BrightView Landscape Services	\$96,383.88	\$117,353.28	\$213,737.16	10.4
JMD Landscape, Inc.	\$155,520.00	\$145,140.00	\$300,660.00	8.9

Based on the average submitted annual totals, a panel of four staff reviewed the proposals in accordance with Administrative and Ethics Code Section 6.9B:

“For professional service contracts that are anticipated to be between \$200,000 to \$500,000, staff shall request proposals in writing to at least three firms. A detailed RFP shall be used. An in-house panel shall be established for rating/interviewing and shall consist of at least one person from a different department than the one conducting the detailed RFP process.”

Staff from Engineering, Operations, and Field Services participated in the selection panel. Landscaper proposals were evaluated on experience, expertise, availability and qualifications of staff, completeness and responsiveness of proposal, approach to accomplishing the work, and 3-year cost of services as described in the RFP. As shown by the Selection Scores in the above table, firms were ranked by the panel based on the aforementioned qualifications and the strength of their proposal and experience.

Of the four (4) firms that submitted proposals, Aztec and PWLC submitted the most complete proposals, addressing concerns outlined in the RFP and providing a detailed approach to accomplish the work. In an effort to maximize asset protection and minimize cost of needed services, and to get a better “apples-to-apples” comparison, OMWD staff held second round interviews with the top two ranking firms, Aztec and PWLC, to address outstanding questions and help make a final selection for Board consideration. After holding the interviews and gaining a better understanding of the scope and demands, OMWD staff allowed the top two candidates the opportunity to submit revised proposals if needed.



During the second round interviews, PWLC provided a comprehensive approach to the work and answered all of the panels questions well, but asked for a guided-tour of the Schedule I sites to determine if any revisions were needed in their proposal, both in approach and cost. Subsequent to a guided- tour, PWLC submitted a revised proposal, incorporating a unique and fresh approach to the requirements outlined in the RFP. Aztec, the current incumbent, remained firm with their original proposed approach and costs during the second round interviews.

The updated proposal results from the second round interviews are provided below:

<b>Landscaper</b>	<b>Schedule I Total Amt.</b>	<b>Schedule II Total Amt.</b>	<b>Total Schedule I and II</b>	<b>Selection Scores</b>
PWLC I, Inc.	\$96,516	\$81,660	\$178,176	16.5
Aztec Landscaping, Inc.	\$119,880	\$120,060	\$239,940	12.4

Based upon the strength of their revised proposal, clear understanding of needed services and expectations, and the lower overall cost of services, PWLC was selected by the panel as the most responsive, responsible landscaping firm to perform the work.

As anticipated, costs came in higher than the 2017 pricing under the previous contract due to changes in scope, current site conditions, and layouts. Below is a comparison table of Schedule I sites from the previous contract versus the proposed contract:

<b>Schedule I Site Name</b>	<b>Previous Annual Cost (Aztec, 2017)</b>	<b>Proposed Annual Cost (PWLC, 2021)</b>
4S Ranch Water Reclamation Facility	\$22,452	\$36,192
4S Ranch WRF Overflow Storage Pond	\$11,640	\$36,192
OMWD Headquarters	\$26,604	\$24,132

The 4SWRF Pond comparison is significant due to an inadequate allocation of resources and scope to ensure a healthy and viable landscape under the previous 2017 contract. The results of these previous deficiencies were corrected in the 4SWRF Pond Landscape Rehabilitation Project, designed to restore OMWD's asset and community focal point to adequate standards of maintenance and use. The 4SWRF Pond Landscape Rehabilitation Project and warranty and maintenance period was completed June 30, 2021.

Although the recent renovation of OMWD's HQ did change the landscaping and surrounding common grounds by an increase of approximately 16% of total maintenance space (measured in square footage), the new contract proposal from PWLC shows a decrease in annual service cost by \$2,472. This is due to the native and water-wise



landscaping installed as part of the project, which requires less maintenance and attention than the previous non-native species.

A complete breakdown of all OMWD landscape maintenance sites as stipulated in the RFP is shown in the tables below, organized by Director Division:

<b>Director Division 1 (Topolovac)</b>		
<b>Site Name</b>	<b>Total Cost Per Year</b>	<b>Approximate % of Total Contract</b>
520 Building	\$2,784	1.6%
Gano Reservoir	\$2,784	1.6%
Midpoint Sewer Pump Station	\$2,784	1.6%
Palms I and II Reservoir Complex	\$2,784	1.6%
Santa Fe Valley Reservoir and Recycled Water Pump Station	\$2,784	1.6%
Rancho Lakes Pump Station	\$2,784	1.6%
Unit Z Pump Station	\$2,784	1.6%
Zorro Reservoir*	\$2,784	1.6%

<b>Director Division 2 (Watt)</b>		
<b>Site Name</b>	<b>Total Cost Per Year</b>	<b>Approximate % of Total Contract</b>
OMWD Headquarters*	\$24,132	13.5%
Wanket Reservoir	\$2,784	1.6%
Wiegand Recycled Water Reservoir and Thornton Pump Station	\$2,784	1.6%

<b>Director Division 3 (Guerin)</b>		
<b>Site Name</b>	<b>Total Cost Per Year</b>	<b>Approximate % of Total Contract</b>
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<b>Director Division 4 (Bruce-Lane)</b>		
<b>Site Name</b>	<b>Total Cost Per Year</b>	<b>Approximate % of Total Contract</b>
4S Ranch Water Reclamation Facility	\$36,192	20.3%
4S Ranch Water Reclamation Overflow Storage Pond*	\$36,192	20.3%
David C. McCollom Water Treatment Plant*	\$12,060	6.8%
4G Reservoir	\$2,784	1.6%
4S I Reservoir	\$2,784	1.6%
4S II Reservoir	\$2,784	1.6%
Ammonia Feed Injection Facility	\$2,784	1.6%
Berk Reservoir and Connemara Pump Station	\$2,784	1.6%
Firehouse Sewer Pump Station	\$2,784	1.6%
Golem Reservoir	\$2,784	1.6%
Maryloyd Reservoir and Pump Station	\$2,784	1.6%
Neighborhood #1 Sewer Pump Station	\$2,784	1.6%
Peay Reservoir*	\$2,784	1.6%
Rancho Cielo Reservoir and Pump Station	\$2,784	1.6%
Thelma Miller Recycled Water Reservoir	\$2,784	1.6%

<b>Director Division 5 (Meyers)</b>		
<b>Site Name</b>	<b>Total Cost Per Year</b>	<b>Approximate % of Total Contract</b>
Denk Reservoir	\$2,784	1.6%
Gaty I and Gaty II Reservoir*	\$2,784	1.6%
Roger Miller Reservoir*	\$2,784	1.6%

Sites designated with an asterisk (\*), have had significant changes in scope, complexity, community encroachment/changes, or increased levels of service since the previous 2017 contract was issued. The current RFP and contract for consideration of the Board, reflects these updated changes and is the minimum level of landscape service anticipated to adequately protect these assets.



Additionally, and due to the timing of the proposal selection process versus the expiration of the current contract with Aztec, an amendment to extend services through the month of July at the current month rate was approved by the General Manager as it was within her signing authority. The extended landscape maintenance services will end on July 31, 2021.

Staff is available to answer any questions you may have.

*Attachment(s):*

*Draft Professional Services Agreement- Landscape Services*



**PROFESSIONAL SERVICES AGREEMENT**  
**FOR LANDSCAPE MAINTENANCE SERVICES**  
**FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT**

21AGRXXX

This Agreement is entered into by and between the Olivenhain Municipal Water District, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 *et seq.* (hereinafter the District) and PWLC I, INC., a California corporation organized and operating in the State of California (hereinafter “PWLC I”).

**R-E-C-I-T-A-L-S**

1. The District is a public agency organized and operating pursuant to Water Code Sections 71000 *et seq.*, which provides water, recycled water, and sewer service within certain areas of Northern San Diego County.
2. The District requires the services of a landscape maintenance company to provide landscape maintenance service to properties owned by the District and within the District boundaries.
3. PWLC is a landscape maintenance company licensed to do business in the State of California with providing landscape maintenance services.
4. The District desires to retain PWLC I to provide district-wide landscape maintenance services to properties owned by the District.

**C-O-V-E-N-A-N-T-S**

1. Services to Be Performed. PWLC I agrees to perform landscape maintenance services to District sites. The services to be provided by PWLC I are more particularly described in the Scope and Cost Proposal attached hereto as Exhibit “A” and incorporated herein by reference. All work performed by PWLC I shall be subject to review and approval by the



District. The District shall have no obligation to approve any work found defective by the District, in its sole discretion.

2. Correction of Defective Work. PWLC I agrees to correct all labor or materials found defective by the District at its sole cost and expense. All work found defective by the District shall be corrected in the time specified by the District by written notice to PWLC.

3. Price for Work. PWLC I agrees to perform all work described in Exhibit "A" for a total annual price not to exceed \$239,940. No increase in this price shall be allowed without the express written consent of the District. The District shall have no obligation to grant this consent and may deny consent to any price increase, in its sole discretion.

4. Payment for Work. PWLC I shall bill the District monthly for all labor and materials provided during the previous month. All billings shall include a complete description of all work completed during the previous month, including hours and costs of each person performing the work and shall also include a detailed description of progress to date on each task of work described in Exhibit "A". All bills shall be subject to review and approval by the District. Invoices approved by the District will be paid on a monthly basis thirty (30) days after the invoice has been approved by the District. The District shall have no obligation to pay for any work not expressly approved by the District. The District's approval shall not be unreasonably withheld. PWLC I shall provide the District with any additional information requested by the District from time to time to support any item contained on an invoice no later than seven (7) days after a written request for this information from the District.

5. Extra Work. The District may request additional work or services from PWLC I from time to time, as the District shall determine, in its sole discretion. PWLC I shall not commence any extra work without a written change order expressly approved by the District, in writing. Work performed by PWLC I without an approved change order signed by the District will not be paid for by the District. In the event the District determines that additional work is justified, the parties shall agree on the additional work to be performed and the price to be paid for this additional work prior to commencement of any additional work by PWLC I. It is understood by the parties that PWLC I shall not be entitled to any payment for extra work unless



the District determines that it desires extra work to be performed and a written change order has been executed by the parties. Attached as Exhibit “B” is the Request for Additional Work Form required by the District for all requests for additional work or task transfers.

6. Standard of Care. In performing all work and services required by this Agreement, PWLC I agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by a landscaper with expertise in landscape maintenance and the other services described in the Scope and Cost Proposal attached as Exhibit “A”. As a material term of this Agreement, PWLC I warrants and represents that it has secured all licenses required by federal or California law to perform all work and services required by this Agreement. PWLC I agrees to perform all work required by this Agreement at all times in strict accordance with all applicable federal, state, and local laws and regulations which apply to the labor or materials being provided.

7. Work Performance Standards. PWLC I agrees to perform all work and services required by this Agreement in a manner which complies with all federal and state health and safety standards and in a manner which avoids damage or injury to any real or personal property of any person or entity, including any real or personal property of the District. PWLC I agrees to perform the work at all times in a manner which avoids the creation of any trespass or private or public nuisance during conduct of the work.

8. Liability for Work of Agents, Independent Contractors, and Subcontractors. PWLC I shall be solely liable and responsible for all labor and materials provided by any director, officer, agent, employee, subcontractor, supplier, or independent contractor hired or retained by PWLC I to perform any work or to provide any materials or supplies. The District shall have no liability whatsoever for any work or services performed or any materials or supplies provided by PWLC I or its directors, officers, agents, employees, subcontractors, suppliers, or independent contractors.

9. Time for Completion of Services. As a material term of this Agreement, PWLC I agrees to complete all work and services required by this agreement by no later than June 30, 2024. The General Manager may extend the terms of the contract for up to an additional two (2)



years at the end of the initial term by mutual agreement of both parties. The breach of this paragraph shall constitute a material breach of this Agreement.

10. District Termination Right. The District shall have the express right to terminate this Agreement at any time without cause by giving seven (7) consecutive days advance written notice to PWLC I. This Agreement shall be automatically terminated without further action of any party upon expiration of the seven (7) day period. Promptly upon receipt of any termination notice from the District, PWLC I shall cease all further work and services, except as otherwise expressly directed by the District in the written termination notice. In the event the District exercises its termination right, PWLC I shall be paid only for work and services performed and approved by the District to the date this Agreement terminates. The District shall have the express right to withhold any payment otherwise due PWLC I to correct any labor or materials determined to be defective by the District at the time of termination. All plans, maps, drawings, reports, designs, or other writings of any type or nature prepared by PWLC I as a result of this Agreement shall become and remain the sole property of the District. All such writings shall be provided to the District not later than seven (7) consecutive days after termination of this Agreement for any reason. All labor, supplies, work and materials provided by PWLC I in conjunction with this Agreement shall become and remain the sole property of the District.

11. Hazardous and Toxic Waste. For purposes of this section, the term “hazardous or toxic waste” means any solid, liquid, or gaseous product classified as a hazardous or toxic waste under any federal, state, or local laws, rules, regulations, or ordinances, and all gas and oil products and by-products of every kind or nature. PWLC I shall be solely liable and responsible for the proper clean-up and removal of all hazardous or toxic waste used, handled, stored, or spilled by PWLC I or any director, officer, agent, employee, subcontractor, independent contractor or representative of PWLC I. PWLC I shall pay all fees, costs, expenses and fines necessary to clean-up or remediate any hazardous or toxic waste for which PWLC I is liable under this paragraph in strict accordance with all federal, state and local laws, rules and regulations at PWLC I’s sole cost and expense. PWLC I shall not be liable for any hazardous or toxic waste used, handled, stored or spilled by the District or its directors, officers, employees or contractors.



In the event any third party, including any regulatory agency, brings any claim or cause of action against the District to clean-up or remediate any hazardous or toxic waste for which PWLC I is liable under this section, PWLC I shall also indemnify and hold harmless the District and its directors, officers, agents, and employees from all claims, actions, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorneys fees, upon written demand for indemnity from the District.

12. Independent Contractor. As a material term of this Agreement, it is expressly agreed between the parties that PWLC I is performing all work and services for the District pursuant to this Agreement as an independent contractor and not as an agent or employee of the District. The parties further agree and acknowledge that the District expects PWLC I to make its own independent determination of the means and methods to perform all work required by this Agreement, and will not be directed as to any of these means or methods by the District.

13. Conflicts of Interest Prohibited. As a material term of this Agreement, PWLC I shall not in any way attempt to use its position to influence any decision of the District in which it knows, or has reason to know, it has a financial interest other than the compensation provided in this agreement. As a material term of this Agreement, PWLC I warrants and represents that it does not, to the best of its knowledge, have any economic interests which would conflict with any of its duties under this Agreement. PWLC I agrees not to secure any economic interest during the performance of this Agreement which conflicts with its duties to the District under this Agreement.

14. Breach. The breach of any term or provision of this Agreement by PWLC I shall constitute a material breach of this Agreement.

15. District Remedies for Breach. In the event PWLC I breaches any term, covenant, or condition of this Agreement or fails to perform any work or services required by this Agreement, the District shall be entitled to elect all or any of the following remedies at the District's sole option:



15.1 Unilateral Termination. Unilaterally terminate this Agreement by written notice to PWLC I. Upon election of this remedy by the District, Paragraph 10 governing District Termination Right shall apply; or

15.2 Specific Enforcement. Enforce any provision of this Agreement by specific performance. If this remedy is elected by the District, PWLC I agrees that specific performance is appropriate and reasonable given the unique and special services being performed by PWLC I and expressly waives the right to contest the right of the District to seek specific performance in any subsequent action or proceeding between the parties; or

15.3 File suit against PWLC I for damages arising from breach of this Agreement. In the event the District elects this remedy, it shall be entitled to recover all damages authorized by law; and/or

15.4 The District shall be entitled to withhold such amounts as the District determines are appropriate, in its sole discretion, to complete the work or services required by this Agreement, or to correct any labor or materials resulting from PWLC I's negligence.

In the event the District is required to pay any sum or amount to complete any labor or materials services required by this Agreement, or to correct any labor or materials resulting from PWLC I's negligence, amounts paid by the District shall earn interest at the rate of one percent (1%) per month from the date of payment until the District is repaid in full.

16. Insurance. At all times during the term of this Agreement, PWLC I must maintain a commercial liability insurance policy, workers' compensation insurance, and professional liability insurance in strict accordance with all terms of this paragraph. The insurance required by this paragraph shall be provided as follows:

16.1 Liability Insurance. Following execution of this Agreement, and prior to commencement of any work, PWLC I shall provide the District with proof of liability insurance coverage with an insurance company licensed to do business in the State of California and acceptable to the District, providing \$1,000,000 of coverage per occurrence and \$2,000,000



minimum aggregate. The liability insurance coverage shall include each of the following types of insurance:

**A. General Liability:**

- |   |   |
|---|---|
| 1. Comprehensive Form                   | 6. Contractual Insurance                                      |
| 2. Premises-Operations                  | 7. Broad form Property Damage, Including Completed Operations |
| 3. Explosion and Collapse Hazard        | 8. Independent Contractors                                    |
| 4. Underground Hazard                   | 9. Personal Liability   |
| 5. Projects/Completed Operations Hazard |   |

**B. Auto Liability**

1. Comprehensive Form
2. Owned
3. Hired

The policy shall include contractual coverage sufficiently broad to insure the matters set forth in the section entitled “Indemnity” in this Agreement. The deductible amount shall not exceed \$5,000.00. Also included in such insurance shall be a “cross-liability” or “severability of interest” clause.

16.2 Workers’ Compensation Insurance. Following execution of this Agreement and prior to commencement of any work, PWLC I shall submit proof of insurance showing they have obtained, for the period of the agreement, full workers’ compensation insurance coverage for no less than the statutory limits covering all persons whom PWLC I employs or may employ in carrying out the work under this agreement.

16.3 Professional Liability Insurance. NOT USED

16.4 ACORD Certificate of Liability Insurance and Additional Insured Endorsements. All insurance required by Paragraph 16.1 and 16.2 of this agreement shall be submitted on an ACORD Certificate of Liability Insurance. Insurers must be authorized to do business and have an agent for service of process in the State of California and have an ‘A’ financial strength rating and a financial size rating of at least Class VI in accordance with the most current A.M. Best’s Rating Guide. Additional Insured Endorsements must be provided for the Liability Insurance called out in Paragraph 16.1 with the **Olivenhain Municipal Water District (District), the District’s Engineer/Architect, the District’s Representatives, PWLC I’s, and each of the District’s Directors, Officers, Agents, and Employees** named as



additional insureds. The insurance must include a Waiver of Subrogation and must be Primary and non-Contributory. The additional insured endorsements must be provided on Form CG 20 10 10 01. The insurance certificate and endorsements shall be cancelable with notice delivered to the District in accordance with the policy provisions.

17. Job Site Safety. PWLC I shall be solely liable and responsible for complying with all federal, state and local laws, rules and regulations pertaining to job safety for all agents, employees, subcontractors, suppliers, and independent contractors retained by PWLC I to perform any work or services or to provide any materials required by this Agreement. However, PWLC I shall not be liable or responsible for overall job site safety or the job site safety for any workers or agents employed by any construction contractor performing any work for the District on any construction project.

18. Indemnity. As a material term of this Agreement, PWLC I agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all demands, liability, claims, suits, actions, damages, costs, fees, expenses, fines, and penalties, of whatever type or nature, including, but not limited to, reasonable attorney fees, to the extent arising out of, pertaining to, or relating to the willful misconduct, recklessness, or negligence of PWLC I, including its directors, officers, employees, agents, subcontractors, subcontractors, suppliers, independent contractors, or other persons and entities employed or utilized by PWLC I in the performance of this Agreement. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified parties shall be entitled to appoint their own independent counsel to represent them, and PWLC I agrees to pay all reasonable attorneys fees, expert fees and costs, and litigation costs associated with this defense within thirty (30) days of any billing; provided however, that the PWLC I's obligation shall be limited as provided by Civil Code Section 2782.8 to the extent that the PWLC I establishes its proportionate percentage of fault by stipulation of all the parties to the proceeding or a final adjudicatory determination.

19. Miscellaneous Provisions.



19.1 California Law Governs. This Agreement shall be governed by California law.

19.2 Jurisdiction and Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this Agreement, the parties agree that jurisdiction and venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.

19.3 Modification. This Agreement may not be altered in whole or in part except by a written modification approved by the Board of Directors of the District and executed by all the parties to this Agreement.

19.4 Attorneys' Fees. In the event any arbitration, action or proceeding is initiated to challenge, invalidate, enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees, all expert fees and costs, and all litigation fees, costs, and expenses in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

19.5 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits. PWLC I warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement. PWLC I further warrants and represents that PWLC I has not relied upon any oral statements or promises made by any District representative or agent in executing this Agreement. The parties mutually declare that this Agreement and its exhibits constitute a final, complete and integrated agreement between the parties.

19.6 Prohibition on Assignment. PWLC I shall not be entitled to assign or transfer all or any portion of its rights or obligations in this Agreement without obtaining the express prior written consent of the District. The District shall have no obligation to give its consent to any assignment and may deny any requested assignment, in its sole discretion.



19.7 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and on their respective purchasers, successors, heirs and assigns.

19.8 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

19.9 Representation of Capacity to Contract. Each party to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the entity represented by that individual. This representation is a material term of this Agreement.

19.10 Opportunity to be Represented by Independent Counsel. Each of the parties to this Agreement warrants and represents that it has been advised to consult independent counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Agreement.

19.11 No Waiver. The failure of either party to enforce any term, covenant or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement. No waiver shall occur unless the waiver is expressly stated in writing and signed by the person for the party having the authority to expressly waive the benefit or provision, in writing. No oral waivers shall be effective against either party.

19.12 No Joint Venture and No Third Party Beneficiaries. Nothing in this Agreement is intended to create a joint venture, partnership or common enterprise relationship of any kind between the District and PWLC I. No third parties shall be construed as beneficiaries of any term, covenant or provision of this Agreement.



19.13 Time of Essence. The parties agree that time is of the essence as to all matters specified in this Agreement. The parties mutually declare that this is a material term of this Agreement.

19.14 Notices. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine, or sent certified mail, return receipt requested, to the following addresses or facsimile numbers:

To: "PWLC I, INC."  
Attn: James M. Lopez  
P.O. Box 3557  
Vista, CA 92085  
Fax No.: (619) 460-1106  
E-mail: jlopez@pwlc1.com

To: "District"  
Olivenhain Municipal Water District  
Attn: General Manager  
1966 Olivenhain Road  
Encinitas, California 92024



19.15 Effective Date. The effective date of this Agreement executed in counterparts in Olivenhain, California, within the North County Judicial District, County of San Diego, State of California, is \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_, 2021

Olivenhain Municipal Water District,  
a public agency

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager

Dated: \_\_\_\_\_, 2021

PWLC I

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Olivenhain Municipal Water District  
Landscape Services Agreement  
Exhibit "A"  
SCHEDULE I - AMENDED**

(3) Full Time Men

<b>Item</b>	<b>Item Description</b>	<b>Amount</b>
1	All work required to maintain the landscaping at the 4S Ranch Water Reclamation Facility, <b>weekly service - 2 days per week</b> , for the monthly lump sum price of:	
	<u>Three Thousand Sixteen and No/00</u> (Words)	<u><b>DOLLARS</b>      \$3,016.00</u>
2	All work required to maintain the landscaping at the 4S Ranch Water Reclamation Overflow, <b>weekly service - 2 days per week</b> , for the monthly lump sum price of:	
	<u>Three Thousand Sixteen and No/00</u> (Words)	<u><b>DOLLARS</b>      \$3,016.00</u>
3	All work required to maintain the landscaping at OMWD Headquarters, <b>weekly service - 2 days per week</b> , for the monthly lump sum price of:	
	<u>Two Thousand Eleven and No/00</u> (Words)	<u><b>DOLLARS</b>      \$2,011.00</u>
<b>TOTAL AMOUNT OF SCHEDULE I</b>		<u><b>\$8,043.00</b></u>
<b>TOTAL AMOUNT OF SCHEDULE I (IN WORDS)</b>		
<u>Eight Thousand Forty Three and No/00 Dollars</u>		



**Olivenhain Municipal Water District  
Landscape Services Agreement  
Exhibit "A"  
SCHEDULE II -- AMENDED**

(3) Full Time Men

<b>Item</b>	<b>Item Description</b>	<b>Amount</b>
1	All work required to maintain the landscaping at the 4G Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>
	(Words)	
2	All work required to maintain the landscaping at the 4S I Reservoir <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>
	(Words)	
3	All work required to maintain the landscaping at the 4S II Reservoir <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>
	(Words)	
4	All work required to maintain the landscaping at the 520 Building, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>
	(Words)	
5	All work required to maintain the landscaping at the Ammonia Feed Injection Facility <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>
	(Words)	
6	All work required to maintain the landscaping at the Berk Reservoir and Connemara Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>



**Olivenhain Municipal Water District  
Landscape Services Agreement  
Exhibit "A"  
SCHEDULE II -- AMENDED**

(3) Full Time Men

<b>Item</b>	<b>Item Description</b>	<b>Amount</b>
7	All work required to maintain the landscaping at the David C. McCollom Water Treatment Facility, <b>weekly service - 1 day per week</b> , for the monthly lump sum price of:	
	<div> <div>One Thousand Five and No/00</div> <div>(Words)</div> </div>	<div> <div>DOLLARS</div> <div>\$1,005.00</div> </div>
8	All work required to maintain the landscaping at the Denk Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<div> <div>Two Hundred Thirty Two and No/00</div> <div>(Words)</div> </div>	<div> <div>DOLLARS</div> <div>\$232.00</div> </div>
9	All work required to maintain the landscaping at the Firehouse Sewer Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<div> <div>Two Hundred Thirty Two and No/00</div> <div>(Words)</div> </div>	<div> <div>DOLLARS</div> <div>\$232.00</div> </div>
10	All work required to maintain the landscaping at the Gano Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<div> <div>Two Hundred Thirty Two and No/00</div> <div>(Words)</div> </div>	<div> <div>DOLLARS</div> <div>\$232.00</div> </div>
11	All work required to maintain the landscaping at the Gaty I and Gaty II Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<div> <div>Two Hundred Thirty Two and No/00</div> <div>(Words)</div> </div>	<div> <div>DOLLARS</div> <div>\$232.00</div> </div>
12	All work required to maintain the landscaping at the Golem Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<div> <div>Two Hundred Thirty Two and No/00</div> <div>(Words)</div> </div>	<div> <div>DOLLARS</div> <div>\$232.00</div> </div>



**Olivenhain Municipal Water District  
Landscape Services Agreement  
Exhibit "A"  
SCHEDULE II -- AMENDED**

(3) Full Time Men

<b>Item</b>	<b>Item Description</b>	<b>Amount</b>
13	All work required to maintain the landscaping at the Maryloyd Reservoir and Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> \$232.00
14	All work required to maintain the landscaping at the Midpoint Sewer Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> \$232.00
15	All work required to maintain the landscaping at the Neighborhood #1 Sewer Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> \$232.00
16	All work required to maintain the landscaping at the Palms I and II Reservoir Complex, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> \$232.00
17	All work required to maintain the landscaping at the Peay Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> \$232.00
18	All work required to maintain the landscaping at the Rancho Cielo Reservoir and Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> \$232.00



**Olivenhain Municipal Water District  
Landscape Services Agreement  
Exhibit "A"  
SCHEDULE II -- AMENDED**

(3) Full Time Men

<b>Item</b>	<b>Item Description</b>	<b>Amount</b>
19	All work required to maintain the landscaping at the Rancho Lakes Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> <u>\$232.00</u>
20	All work required to maintain the landscaping at the Roger Miller Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> <u>\$232.00</u>
21	All work required to maintain the landscaping at the Santa Fe Valley Reservoir and Recycled Water Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> <u>\$232.00</u>
22	All work required to maintain the landscaping at the Thelma Miller Recycled Water Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> <u>\$232.00</u>
23	All work required to maintain the landscaping at the Unit Z Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> <u>\$232.00</u>
24	All work required to maintain the landscaping at the Wanket Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	Two Hundred Thirty Two and No/00 (Words)	<b>DOLLARS</b> <u>\$232.00</u>



**Olivenhain Municipal Water District  
Landscape Services Agreement  
Exhibit "A"  
SCHEDULE II -- AMENDED**

(3) Full Time Men

<b>Item</b>	<b>Item Description</b>	<b>Amount</b>
25	All work required to maintain the landscaping at the Wiegand Recycled Water Reservoir and Thorton Pump Station, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>
	(Words)	
26	All work required to maintain the landscaping at the Zorro Reservoir, <b>monthly service - 1 day per month</b> , for the monthly lump sum price of:	
	<u>Two Hundred Thirty Two and No/00</u> <b>DOLLARS</b>	<u>\$232.00</u>
	(Words)	
<b>TOTAL AMOUNT OF SCHEDULE II</b>		<u>\$6,805.00</u>
<b>TOTAL AMOUNT OF SCHEDULE II (IN WORDS)</b>		
<u>Six Thousand Eight Hundred Five and No/00 Dollars</u>		
<b>TOTAL AMOUNT OF SCHEDULE I and II</b>		<u>\$14,848.00</u>
<b>TOTAL AMOUNT OF SCHEDULE I and II (IN WORDS)</b>		
<u>Fourteen Thousand Eight Hundred Fourty Eight and No/00 Dollars.</u>		



**Olivenhain Municipal Water District  
Landscape Services Agreement**

**EXHIBIT "A"  
SCHEDULE II - AMENDED**

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Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, removal, overhead, profit, insurance, and incidentals required to complete the work

The basis of the award will be the sum of monthly costs shown herein as the Total Amount of Schedule I and/or Schedule II applied toward a yearly contract. Contract shall be awarded for a total of three years, with two optional one year extensions at the discretion of the General Manager. Selected contractor shall guarantee the total monthly costs, without escalation, for the total period of the three year contract for landscape services.



# Olivenhain Municipal Water District

## Schedule I and II Weekly Schedule 3 Man Crew Summary (Week 1 thru 4)\*

Contractor: PWLC I, INC.			Week 1			Week 2			Week 3			Week 4			Project Hours Weekly
Schedule I Item #	Project	Crew Size			Hours			Hours			Hours			Hours	
1	4S Rch Water Rec Fac	2			24			24			24			24	96
2	4S Rch Water Rec Ovr.	2			24			24			24			24	96
3	OMWD HQ	1			16			16			16			16	64

Sch. #	Site #	Total Hours
I	1	96
I	2	96
I	3	64

Schedule II Item #	Project	Crew Size			Hours			Hours			Hours			Hours	
7	McCollom W T Fac	1			8			8			8			8	32
24	Wanket Reservoir	2			4			4			4			4	8
25	Wiegand R. W. Res.	2			4			4			4			4	8
11	Gaty I & II Reservoir	2			4			4			4			4	8
20	Roger Miller Reservoir	2			4			4			4			4	8
17	Peay Reservoir	1			4			4			4			4	8
8	Denk Reservoir	1			4			4			4			4	8
16	Palms I & II Reservoir	1			4			4			4			4	8
19	Ranch Lakes Pump Station	1			4			4			4			4	8
2	4S I Reservoir	2			4			4			4			4	8
15	Neighbor #1 Sew. P. Sta.	2			4			4			4			4	8
9	Firehouse Sew. P. Sta.	2			4			4			4			4	8
22	Thelma Miller R. W. Res.	2			4			4			4			4	8

II		7	32
II		24	8
II		25	8
II		11	8
II		20	8
II		17	8
II		8	8
II		16	8
II		19	8
II		2	8
II		15	8
II		9	8
II		22	8




Contractor: PWLC I, INC.			Week 1			Week 2			Week 3			Week 4						Project Hours Weekly				
Schedule II Item #	Project	Crew Size			Hours			Hours			Hours			Hours								
5	A. F. I.A.	2						4						4				8	II		5	8
13	Maryloyd Res. & P. Sta.	2						4						4				8	II		13	8
18	Ranch. Cielo Res. & P. S.	2						4						4				8	II		18	8
6	Berk. Res. & Con. P. Sta.	2						4						4				8	II		6	8
3	4SII Reservoir	1						3						3				6	II		3	6
12	Golem Reservoir	1						3						3				6	II		12	6
1	4G Reservoir	1						2						2				4	II		1	4
21	Santa Fe Val. Res. & W.	1						4						4				8	II		21	8
26	Zorro Reservoir	1						4						4				8	II		26	8
14	Midpoint Sew. P. Sta.	2						4						4				8	II		14	8
23	Unit Z Pump Station	2						4						4				8	II		23	8
4	520 Building	2						4						4				8	II		4	8
10	Gano Reservoir	2						4						4				8	II		10	8
															Total Weekly Hours			480				480
Daily Total Hours					120			120			120			120			0	480				



## EXHIBIT "B"

**Olivenhain Municipal Water District  
Request for Additional Work**

**(Includes Authorization to Perform Additional Services and Inter-Task Transfers)**

Consultant name \_\_\_\_\_ Request # \_\_\_\_\_

Project name \_\_\_\_\_ Date Required \_\_\_\_\_

Project Task	Current Budget	Change	Revised Budget
			\$0.00
			\$0.00
			\$0.00
<b>Total Contract Change Amount</b>		\$0.00	\$0.00

Original Project Budget	_____
Prior requests approved	_____
This request	\$0.00
Revised Project Budget	_____

Reason for requested change(s), please attach supporting documentation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of consultant representative \_\_\_\_\_ Date \_\_\_\_\_

e-mail \_\_\_\_\_

**Email the completed form to [tgarnica@olivenhain.com](mailto:tgarnica@olivenhain.com) or mail to 1966 Olivenhain Rd., Encinitas, CA. 92024**

**OMWD use only below this line**

Approved by \_\_\_\_\_ Date \_\_\_\_\_

N/A \_\_\_\_\_ 21AGRXXX  
Workorder number(s) to charge \_\_\_\_\_ OMWD Record No.

**Original to General Manager**

☐

Copies to

Originating Dept. ☐

Consultant ☐

Project Acct ☐



# **OLIVENHAIN MUNICIPAL WATER DISTRICT**

## **LANDSCAPE SERVICES AGREEMENT**

### **EXHIBIT "C"**

#### **SPECIAL PROVISIONS**

**In addition to the Scope of Services of the Landscaping Services Agreement, Landscaper shall perform the services in accordance with each of the following Special Provisions:**

#### **1 DAMAGE**

- 1.1** All damage to any improvements caused in whole or in part by the Landscaper's operation shall be repaired or replaced at the Landscaper's expense.
- 1.2** All such repairs or replacements shall be completed within the following time limits:
  - a. Irrigation damage shall be repaired or replaced within two (2) hours of identification and authorization by OMWD staff to make the repair(s).
  - b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) business days.
- 1.3** All repairs or replacements shall be completed in accordance with the following maintenance practices:
  - a. Trees: Minor damage such as bark lost from impact of weed whacker or related equipment shall be remedied by a qualified tree surgeon or certified arborist. If OMWD staff determines that the damage results in loss or significant compromise to the health or quality of a tree, the damaged tree shall be removed and replaced at the Landscaper's sole cost and expense.
  - b. Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal and replacement of the shrub.

#### **2 LANDSCAPER'S OFFICE AND COMMUNICATIONS**

- 2.1** The Landscaper shall maintain an office in at least one fixed place located in San Diego County and shall maintain a listed telephone number at this address and active email account. Landscaper shall have at least one (1) responsible person available from 8:00 a.m. to 5:00 p.m. each day, Monday through Friday, to answer these phones and emails and to take the necessary action regarding all inquiries and complaints that may be received from OMWD staff. Landscaper shall provide an email address, emergency phone number for afterhours contact.
- 2.2** During the business days and hours of operations, whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, OMWD staff may after one (1) attempt to notify Landscaper cause such action to be taken by OMWD staff and shall charge the cost against the Landscaper, or may deduct such cost from any amount due to the Landscaper if the damage is caused in whole or in part by the Landscaper.
- 2.3** The Landscaper shall maintain a written log of all complaints, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be



open to inspection by OMWD staff at all reasonable times and shall be produced immediately upon request by OMWD staff.

- 2.4 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of OMWD staff. If any complaint is not abated within 24 hours, OMWD staff shall be notified immediately of the reason for not abating the complaint followed by a written report to OMWD staff within five (5) calendar days. If the complaints are not abated within the time specified or to the satisfaction of OMWD staff, OMWD staff may correct the specific complaint and the total cost incurred by OMWD staff will be deducted and forfeited from the payments owed to the Landscaper by OMWD.

### **3 SAFETY**

- 3.1 Landscaper agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards from safe practices during the maintenance operation and safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept sole responsibility for complying with all federal, state, and local safety requirements at all times so as to protect all persons from foreseeable injury, or damage to their property. Landscaper shall make monthly inspections of all potential hazards at any OMWD facility and shall keep a log indicating the date inspected and action taken.
- 3.2 It shall be the Landscaper's sole responsibility to inspect and identify any conditions that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. OMWD staff shall be notified immediately of any unsafe condition that requires any correction. Landscaper shall be responsible for making minor corrections including, but not limited to, using barricades or traffic cones for hazards and replacing valve box covers.

### **4 MAINTENANCE SCHEDULES**

- 4.1 Landscaper shall, within 10 days after the effective date of this agreement, submit a facility work schedule to OMWD staff for review and approval. This work schedule shall be set on an annual calendar identifying and delineating the time frames for all maintenance activities.
- 4.2 The Landscaper shall submit revised schedules when actual performance differs substantially from planned performance. These revisions shall be submitted to OMWD staff for review and approval no later than five (5) business days prior to the change in schedule.

### **5 LANDSCAPER'S STAFF**

- 5.1 The Landscaper shall provide sufficient staff to perform all work in strict accordance with the agreement and these special provisions. Each crew assigned for work shall, at all times, include at least one (1) person who is proficient in the English language.
- 5.2 OMWD staff may at any time give Landscaper written notice to the effect that the conduct or action of a designated staff of Landscaper is in reasonable belief to OMWD's representative, detrimental to the interest of OMWD, OMWD staff, or the public patronizing the premises. Landscaper shall replace any employee found unacceptable by OMWD staff.
- 5.3 The Landscaper is required to establish an identification system for staff assigned to OMWD facilities which clearly indicates to the public name of the Landscaper responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the



Landscapers expense and will include appropriate uniform shirts with company name and employee name badges as approved by OMWD representative. Sufficient changes of clothes shall be provided to present a neat and clean appearance for all Landscaper's staff at all times.

- 5.4 The Landscaper shall require all staff at all times to adhere to basic public works standards of working attire. These are basically: uniforms, shoes, safety glasses, earplugs and other gear required by the state of California Safety Regulations, and proper wearing of the clothing. Shirts shall be work at all times and buttoned. Brightly colored traffic vests or reflectors shall be worn when staff are working near vehicular traffic.
- 5.5 Smoking on all OMWD sites is prohibited. The law defines smoking as the "act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, pipe, or vape pen of any kind."

## **6 SITE SUPERVISOR**

- 6.1 A Site Supervisor must be designated by the Landscaper and approved by OMWD staff in writing for every site where recycled water is used. Although OMWD retains ultimate responsibility for use of recycled water at all sites, the Site Supervisor is the primary means for ensuring safe use of recycled water at a given site.
- 6.2 The Site Supervisor is required to be familiar with the enter-on-site recycled water system and with all applicable conditions governing recycled water use at the site. The Site Supervisor shall ensure that recycled water use complies with those conditions. The Site Supervisor shall also be responsible for proper operation and maintenance of the recycled water system and of all backflow prevention devices.
- 6.3 The Site Supervisor must attend a four (4) hour Site Supervisor training class by the San Diego County Water Authority. Provide a copy of the certification to OMWD's representative.
- 6.4 The Site Supervisor shall provide OMWD with an email address and telephone contact information where they can be contacted at all hours. The Landscaper shall notify OMWD of any change to the individual designated to as the Site Supervisor, any change in contact information, and any planned modifications or planned additions to the recycled water system. Written approval from OMWD shall be obtained before any modifications are made.
- 6.5 The Site Supervisor is responsible for notifying OMWD of any failure of the on-site recycled water system, any cross-connection between the recycled and potable water systems or any inappropriate uses that occur. For any condition which has the potential to endanger public health, the Site Supervisor shall immediately notify an OMWD representative.

## **7 SIGNS**

- 7.1 Landscaper shall not post any signs or advertising unless prior approval is obtained from OMWD.

## **8 NON-INTERFERENCE**

- 8.1 Landscaper shall not interfere with the public or OMWD's use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area where the services are performed.



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Jason P. Hubbard, Engineering Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER AWARD OF A CONTRACT WITH CCL CONTRACTING, INC. IN THE AMOUNT OF \$2,533,433 FOR THE CONSTRUCTION OF THE MANCHESTER AVENUE POTABLE WATER PIPELINE REPLACEMENT PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF OMWD**

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## Purpose

The purpose of this agenda item is to consider approval of a contract with CCL Contracting, Inc. (CCL Contracting) in the amount of \$2,533,433 for construction of the Manchester Avenue Potable Water Pipeline Replacement Project and authorize the General Manager to sign on behalf of OMWD.

## Recommendation

Staff recommends awarding a contract to CCL Contracting in the amount of \$2,533,433 for construction of the Manchester Avenue Potable Water Pipeline Replacement Project.

## Alternative(s)

- The Board could reject all bids and direct staff to re-bid the project
- Elect to delay the project until a future date



## **Background**

In July 2016, a break occurred on the 12-inch steel pipeline located in the intersection of Rancho Santa Fe Road and Encinitas Boulevard in Director Divisions 1 (Topolovac) and 3 (Guerin). Upon excavation and examination, it was determined significant corrosion had occurred on the pipeline and it was in need of replacement.

The 12-inch steel pipeline in Rancho Santa Fe Road was further identified in the top 5 critical pipelines as part of the 2017 Pipeline Prioritization Study published by Pure Technologies.

Following a Request for Proposal process per Administrative and Ethics Code Section 6.9A for design services for the pipeline replacement project, Hoch Consulting was selected on the strength of their proposal. At the April 18, 2018 meeting, the Board approved entering into a professional services agreement with Hoch Consulting for the design of the project. Additionally, the Board adopted a Resolution at its May 16, 2018 meeting, making CEQA findings for declaration of the project as exempt under California Public Resources Code 21080.21 and CEQA Guidelines Article 18, Section 15282(k), which allows for statutory exemptions for public rights-of-way pipeline projects less than one mile in length. Subsequently, a Notice of Exemption was filed with the County Clerk for posting per CEQA Guidelines Section 15062. In December 2019, the City of Encinitas determined a Coastal Development Permit (CDP) was not required based on Encinitas Municipal Code 30.80.050 which allows for an exemption of the CDP process when a project is a replacement of an existing facility.

Significant design effort has been expended to determine the extent of the pipeline replacement and develop construction plans. Ultimately, the pipe replacement will extend along Manchester Avenue from Colony Terrace on the south to just north of the Rancho Santa Fe/Encinitas Road intersection, including a section west on Encinitas Boulevard and a section east on South Rancho Santa Fe Road.

A public outreach meeting was held on February 15, 2020 with the citizen-led Rancho Santa Fe Road Task Force to discuss the project. The City of Encinitas, at the request of the task force, has implemented traffic striping modifications to improve vehicular flow in the intersection and the task force was interested in traffic impacts during construction of the project.

On March 18, 2020 the Board approved an agreement with Valley Construction Management in the amount of \$302,676 for construction management and inspection services for the project.



Notifications were sent to property owners and tenants within 500 feet of the project for a virtual neighborhood meeting held on June 11, 2020. The virtual neighborhood meeting was held and very few public comments expressed.

### **Fiscal Impact**

Funds for construction of the Manchester Avenue Potable Water Pipeline Replacement Project are included in the FY 21/22 annual budget.

Is this a Multi Fiscal Year Project? **Yes**

Total Project Budget: **\$4,198,000**

Current Fiscal Year Appropriation: **\$3,885,000**

To Date Approved Appropriations: **\$3,885,000**

Target Project Completion Date: **5/31/2022**

Expenditures as of June 14, 2021: **\$313,000**

Is this change order within the appropriation of this fiscal year? **N/A**

If this change order is outside of the appropriation, Source of Fund: **N/A**

### **Discussion**

The project was bid on June 24, 2021. A total of four (4) bids were received from:



<b>Contractor</b>	<b>Base Bid</b>	<b>Bid Add Alternate</b>	<b>Total Amount of Bid (Including Add Alternate)</b>
CCL Contracting, Inc.	<b>\$2,533,433.00</b>	\$34,000	\$2,567,433.00
Burtech Pipeline, Inc.	<b>\$2,705,520.00</b>	\$35,000	\$2,740,520.00
Ortiz Corporation	<b>\$3,060,699.85<sup>1</sup></b>	\$31,000	\$3,091,699.85
Palm Engineering Construction Company, Inc.	<b>\$3,797,064.90</b>	\$10,000	\$3,807,064.90

<sup>1</sup> calculated based on unit pricing. Submitted Base Bid was \$3,060,713.03 which could not be established by the bid tabulation.

Per the contract documents, the basis of award is based on the total Base Bid price; the Add Alternate will be awarded at OMWD's sole discretion. The Add Alternate bid schedule is for the installation of temporary Traffic Control Cameras at the Encinitas Blvd./Manchester Ave. intersection should they be needed in lieu of traffic loop replacement during the construction phase.

The lowest responsive and responsible bid was received from CCL Contracting in the amount of \$2,533,433. Two irregularities were found during the bidding process. Burtech Pipeline, Inc. and Ortiz Corporation did not acknowledge the addendum(s) and Ortiz Corporation's numerical bid did not add up to the written bid price. No irregularities were found in CCL Contracting's bid. No protests have been received.

Due to volatility in the construction market, the design engineer calculated an engineering estimated range of \$2,680,000 to \$3,110,000 including a 38% economic condition and materials escalation factor. Staff used similar estimation methods, but with revised quantities to prepare a posted engineer's estimate of \$3,086,250. The low bid came in under the engineer's estimate.

Staff is available to answer any questions.

*Attachment(s): Bid Results Tabulation; Project Location Map*





### Bid Results Tabulation

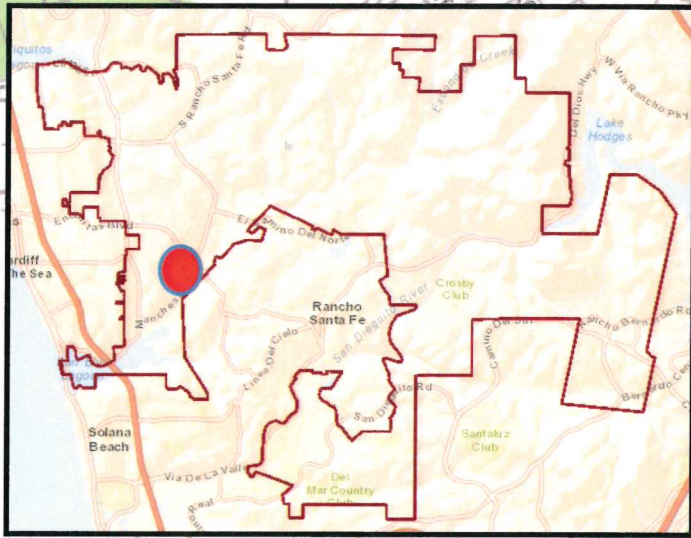
June 24, 2021 at 2 p.m.

Manchester Avenue Potable Water Pipeline Replacement Project (D120049)							
Contractor	Base Bid	Bid Add Alternate	Total Amount of Bid (Including Add Alternate)	Bid Form Checklist (Y/N)	Acknowledged Addendum 1 (Y/N)	Acknowledged Addendum 2 (Y/N)	Bid Bond (Y/N)
CCL Contracting, Inc.	\$ 2,533,433.00	\$ 34,000.00	\$ 2,567,433.00	Y	Y	Y	Y
Burtech Pipeline, Inc.	\$ 2,705,520.00	\$ 35,000.00	\$ 2,740,520.00	N	Y	N	Y
Ortiz Corporation	\$ 3,060,699.85 *	\$ 31,000.00	\$ 3,091,699.85	Y	N	N	Y
Palm Engineering Construction Company, Inc.	\$ 3,797,064.90	\$ 10,000.00	\$ 3,807,064.90	N	Y	Y	Y

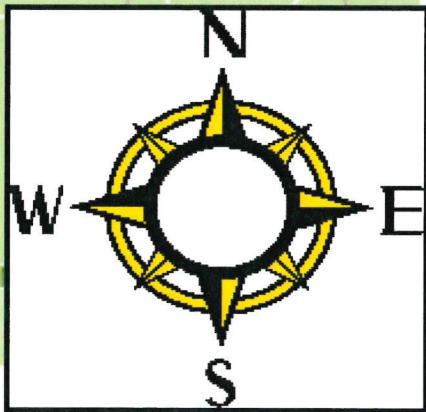
\* calculated based on unit pricing. Submitted Base Bid was \$3,060,713.03 which could not be established by the bid tabulation.

Basis for award is the Base Bid





**AREA OF WORK**



# **MANCHESTER AVENUE POTABLE WATER PIPELINE REPLACEMENT PROJECT**

**DISTRICT PROJECT NO. D120049**



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Leo Mendez, Accounting Supervisor  
Via: Kimberly Thorner, General Manager  
Subject: **CONSIDER APPROVAL OF AN AMENDMENT TO EXTEND THE EXISTING  
AUDIT SERVICES AGREEMENT WITH THE PUN GROUP, LLP FOR TWO  
ADDITIONAL FISCAL YEARS (2022 AND 2023) AND AUTHORIZE THE  
GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT**

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## Purpose

Staff is requesting that the Board consider the approval of an amendment to extend the existing audit services agreement with The Pun Group, LLP and to authorize the General Manager to sign the amendment on behalf of the District. The amendment for professional auditing services is for the two fiscal years ending June 30, 2022 and June 30, 2023 and for a total cost of \$52,000, or \$26,000 per fiscal year.

## Recommendation

The item was discussed with the Finance Committee (Director Watt and Director Guerin) at its Finance Committee meeting on May 25, 2021. The committee recommended Staff bring this item to the Board for consideration and approval. The Pun Group's proposed audit services contract extension and the amendment to the existing agreement are attached for the Board's review.



### **Alternative**

The District could solicit proposals from other Certified Public Accountant (CPA) firms via the Request for Proposal (RFP) process where the committee would review qualified firm proposals, interview finalist firms, and recommend their selection to the Board. However, staff and the Finance Committee are of the opinion that The Pun Group's proposed audit services contract extension for two additional fiscal years is reasonable, especially in light of only a \$500 increase.

### **Background**

The District's Board of Directors approved an agreement between OMWD and The Pun Group, LLP in the amount of \$76,500 for professional auditing services for fiscal years 2019, 2020, and 2021 at its April 17, 2019 Board meeting following the District's RFP (Request for Proposal) process to select new auditors. The current agreement is set to expire following the District's fiscal year 2021 audit (results to be presented at the December 2021 board meeting).

The Finance Committee recommended The Pun Group, LLP, one of the three firms interviewed by the committee at its March 13, 2019 meeting, and following a review of six proposals received from qualified CPA firms. All six proposals received were distributed to the Finance Committee (Director Watt and Director Sprague) at its January 30, 2019 meeting, where firm qualifications, experience, audit approach, bid amounts, and reference check findings were discussed and considered as part of the selection process.

The Pun Group, LLP has served as the District's auditors for fiscal years 2019 and 2020. Prior to the District's selection of The Pun Group, LLP, the District was audited by White Nelson Diehl Evans CPAs from fiscal years 2009 through 2018. Caporicci & Larson CPAs served as the District's auditors from fiscal years 2004 through 2008.

The Pun Group, LLP is a full service Certified Public Accounting Firm licensed to do business in the State of California with expertise in auditing services for special districts and cities. The Pun Group, LLP has provided auditing services for several water and wastewater districts in California, including Las Virgenes Municipal Water District, El Toro Water District, Casitas Municipal Water District, San Dieguito Water District, and San Elijo JPA.



### **Fiscal Impact**

The total cost of auditing services for fiscal years 2022 and 2023 would be \$52,000, or \$26,000 per fiscal year. This represents a \$500 increase per fiscal year over the annual amount of \$25,500 per the District's existing contract with the Pun Group, LLP for fiscal years 2019 through 2021.

### **Discussion**

Following the aforementioned RFP process, The Pun Group, LLP was recommended by the committee for their qualifications, experience, expertise in auditing special districts and cities, their approach, use of technology, and for their competitive price. Staff at the Pun Group, LLP have also developed an understanding of the District's operations which has aided them in providing quality auditing services to the District.

Per Section 3.4 of the District's Administrative and Ethics Code, the Board shall give consideration to the employment of a different auditor every 4 to 5 years. Staff's proposal for a two-year amendment of the existing professional auditing services agreement with the Pun Group, LLP is consistent with Section 3.4 of the District's Administrative and Ethics Code.

District staff will be available during the meeting for further discussion.

#### **Attachment:**

- A copy of the Audit Services Contract Extension with the Pun Group, LLP – Fiscal Years Ending June 30, 2022 and June 30, 2023
- Amendment 1 to Auditing Services Agreement Between OMWD and The Pun Group, LLP



AMENDMENT ONE TO  
PROFESSIONAL AUDITING SERVICES AGREEMENT BETWEEN OLIVENHAIN MUNICIPAL WATER  
DISTRICT AND THE PUN GROUP, LLP

The Agreement between the Olivenhain Municipal Water District (the "District") and The Pun Group, LLP, a public accounting firm operating in the State of California, for professional auditing services, is amended as follows:

The parties hereto referred above agree to extend the duration of the original agreement to include Fiscal Years Ending June 30, 2022, and June 30, 2023. The proposed cost for auditing services for fiscal years 2022 and 2023 will be \$52,000 in total, or \$26,000 per fiscal year, should a Single Audit be needed. If a single audit is not needed, proposed costs for auditing services will be \$22,000 per fiscal year for the Financial Audit of the District.

Except as expressly set forth in this amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of \_\_\_\_\_.

Olivenhain Municipal Water District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager  
Olivenhain Municipal Water District

The Pun Group, LLP

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kenneth H. Pun, CPA, CGMA  
Managing Partner





April 6, 2021

Olivenhain Municipal Water District  
Ms. Rainy Selamat  
1966 Olivenhain Rd,  
Encinitas, CA 92024

RE: Audit Services Contract Extension – Fiscal Years Ending June 30, 2022, and June 30, 2023

Dear Ms. Selamat:

I would like to take this opportunity to thank you for the confidence and support the Olivenhain Municipal Water District (the “District”) have provided to us over the past years, and present this letter for your consideration regarding extending The Pun Group, LLP’s audit contract with the District.

We have developed an understanding of the District’s operations that has aided us in providing quality audit services. With that knowledge, we have been able to expand our audit efforts and provide observations that have assisted the District’s staff. We have also demonstrated our ability to respond to requests of the District and our ability to deliver quality services. It is our understanding the Olivenhain Municipal Water District has been satisfied with our efforts.

We would like to propose an extension of our Audit Services contract to include Fiscal Years Ending June 30, 2022, and June 30, 2023. The objective of our audits is to issue an opinion regarding the fairness of the presentation of the District’s financial statements in accordance with generally accepted accounting principles. The proposed fees will be as follows:

Services Provided:	Optional Years	
	2021-22	2022-23
Financial Audit of the District	\$ 22,000	\$ 22,000
Single Audit - if needed (1 Major Program)	\$ 4,000	\$ 4,000
<b>Grand Total:</b>	<b>\$ 26,000</b>	<b>\$ 26,000</b>

- (1) If Single Audit is required, fees to audit major programs will be \$4,000 each. The number of programs determined to be “major” will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the District’s Management before starting Single Audit work.
- (2) Supplemental reports, audits, or agreed-upon procedures must be added in a written agreement prior to commencing audit work. The Firm and the District will discuss and approve the scope and associated costs of these tasks.

If the District agrees with the foregoing, please sign the copy of this letter in the space provided and return it to us.

We would very much like to continue our relationship with the Olivenhain Municipal Water District and stand ready to provide the level of service and commitment to which the District has become accustomed.

If you have any questions, please feel free to call me at (949) 777-8801.

Sincerely,  
The Pun Group, LLP

Kenneth H. Pun, CPA, CGMA  
Managing Partner

200 E. Sandpointe Ave., Suite 600, Santa Ana, California 92707  
Tel: 949-777-8800 • Fax: 949-777-8850  
[www.pungroup.cpa](http://www.pungroup.cpa)



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This letter correctly sets forth the understanding of the Olivenhain Municipal Water District as described.

**Acknowledged by:**

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Olivenhain Municipal Water District

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Signature

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Name and Title

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Date



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Rainy Selamat, Finance Manager  
Via: Kimberly Thorner, General Manager  
Subject: **PUBLIC HEARING TO CONSIDER THE OLIVENHAIN MUNICIPAL WATER DISTRICT'S WATER CAPACITY FEES FOR 2021 (5:30 p.m.)**

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## Purpose

The purpose of this agenda item is to receive and consider public comments regarding the proposed changes to the District's water capacity fees for 2021. The date and time of this public hearing was set by the Board at the June 16, 2021 meeting.

## Recommendation

This item is to receive public comments. Consideration of the capacity fee adjustments will happen at the Board meeting scheduled for August 18, 2021. Staff recommends the Board consider the proposed 7.2% capacity fee adjustments (based on ENR CCI-LA) for 2021 as shown in the table below.



Zone of Benefit	OMWD	2021 OMWD
	Existing Fees	Proposed Fees
A	\$14,493	\$ 15,536 (7.2%)
B	\$ 10,399	\$11,147 (7.2%)
C	\$ 10,592	\$11,354 (7.2%)
D	\$21,947	\$23,527 (7.2%)
E	\$ 10,741	\$11,514 (7.2%)

### Alternatives

The Board may choose to (1) not increase the District's water capacity fee recommended by Staff (7.2%), (2) implement a 2 year phase-in capacity fee to include: a 3.6% increase in 2021 and a 3.6% increase in 2022 in addition to an ENR adjustment for that year, or (3) delay the District's water capacity fee increase.

The District's water capacity fees were last increased in June 2019. The District delayed increasing water capacity fees in 2020 due to COVID-19. Delaying capacity fee increases for another year will increase the burden on existing water users for the construction of the District's water infrastructure. This burden rightly belongs to new construction developments.

### Background

A capacity fee is a one-time fee assessed by the District to new users to pay for their share of costs to construct required facilities to provide services to their respective area (zone of benefit.)

Revenues generated from capacity fees are used by the District to reimburse existing users (through lower rates and charges) for water infrastructure contributed to the District and to pay for facilities included in the District's Water Master Plan and 20 Year Capital Spending Plan.

A 2012 Water Capacity Fee Study is the basis for calculating the District's water capacity fees. A Combined Fee Methodology was used in the 2012 Study to calculate capacity fees based on a share of existing infrastructure (buy-in) and the proposed (growth) facilities needed to provide services to their projects by zone of benefits.

The District's assets are also divided into five zones of benefit for current assets and capital expansion projects and capacity fees are collected by zone of benefit. Staff is of the opinion that collection of capacity fees from the District's future users by zone of



benefit continues to be the most fair and equitable methodology to reimburse existing users for capital contributions invested to date by zone of benefit.

Since the 2012 Study, the District has been using a commonly used construction cost index such as the Engineering News Record for Los Angeles (ENRCCI-LA) to keep up with anticipated cost increases for all needed capital facilities funded by capacity fees.

### **Fiscal Impact**

The District is estimated at 95% build-out. An update to the District's Water Master Plan will be underway and is expected to be completed in fiscal year 2021/22.

Capacity fee revenue collected in fiscal year 2019/20 was \$2.176 million. Capacity fee revenue collected in fiscal year 2020/21 is projected at \$2.5 million. Delaying capacity fee increase for another year would result in a revenue loss between \$50,000 and \$200,000 a year for the District.

### **Discussion**

The District evaluates capacity fees on an annual basis to determine if appropriate funds are being collected to fund necessary capital improvement projects included in the District's ten-year capital spending plan. In order to keep up with anticipated cost increases, ENRCCI-LA has been used by the District as part of the annual adjustment. This practice is consistent with the District's Administrative and Ethics Code.

Staff is proposing a 7.2% increase to the District's capacity fee based on the change in the Engineering News Record Construction Cost Index for Los Angeles (ENR CCI-LA) from June 2019 to May 2021.

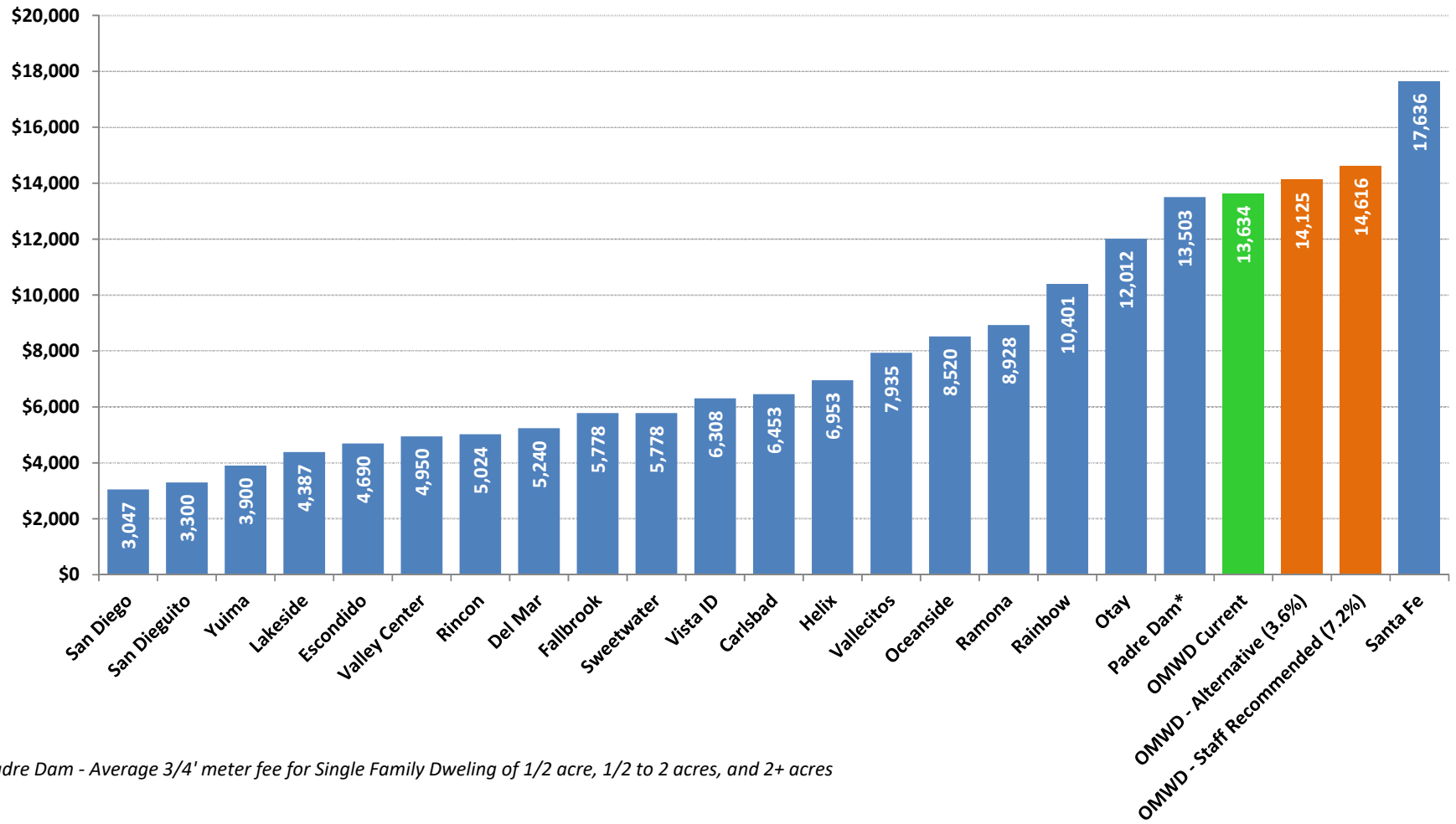
Notification of the July 14, 2021 public hearing was posted in the San Diego Union Tribune on July 2, 2021 and July 9, 2021. The notice of public hearing was sent electronically to the Building Industry Association on June 14, 2021 and posted on the District's website.

A survey of SDCWA Member Agency Water Capacity Fees is attached for the Board's consideration.

Attachment: July 2021 Water Capacity Fee Survey



**SURVEY OF SDCWA MEMBER AGENCY WATER CAPACITY FEES**  
**July 2021**





# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Brian Sodeman, Customer Service and Public Affairs Supervisor  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER INFORMATIONAL REPORT ON WATER SUPPLY CONDITIONS AND LONG-TERM WATER USE EFFICIENCY LEGISLATION**

---

## Purpose

The purpose of this agenda item is to provide the board with an update on water supply conditions and the status of OMWD's customer notification and enforcement activities in addition to reports on the latest water use legislation affecting OMWD customers.

## Recommendation

This is an informational item; no action is required.

## Alternative(s)

Not applicable; informational item only.



### **Background**

Since June 2015, staff presents at the board's request a report on statewide water supply conditions, recent and near-term events pertaining to drought, and/or a summary of activity taken by staff.

### **Fiscal Impact**

There are no costs directly associated with this informational report.

### **Discussion**

Staff will review the attached presentation with the board at the July 14 meeting and further discuss water supply related developments.

*Attachments: PowerPoint presentation*



# WATER SUPPLY AND LONG-TERM WATER USE EFFICIENCY LEGISLATION

July 14, 2021





# Water Supply Conditions



# U.S. Drought Monitor California

**June 8, 2021**

*(Released Thursday, Jun. 10, 2021)*

**Valid 8 a.m. EDT**

## Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	0.00	100.00	100.00	94.75	85.20	33.32
<b>Last Week</b> 06-01-2021	0.00	100.00	100.00	94.61	74.46	26.04
<b>3 Months Ago</b> 03-09-2021	0.75	99.25	90.89	58.59	29.54	3.75
<b>Start of Calendar Year</b> 12-29-2020	0.00	100.00	95.17	74.34	33.75	1.19
<b>Start of Water Year</b> 09-29-2020	15.35	84.65	67.65	35.62	12.74	0.00
<b>One Year Ago</b> 06-09-2020	41.79	58.21	46.74	20.84	2.45	0.00

## Intensity:

None	D2 Severe Drought
D0 Abnormally Dry	D3 Extreme Drought
D1 Moderate Drought	D4 Exceptional Drought

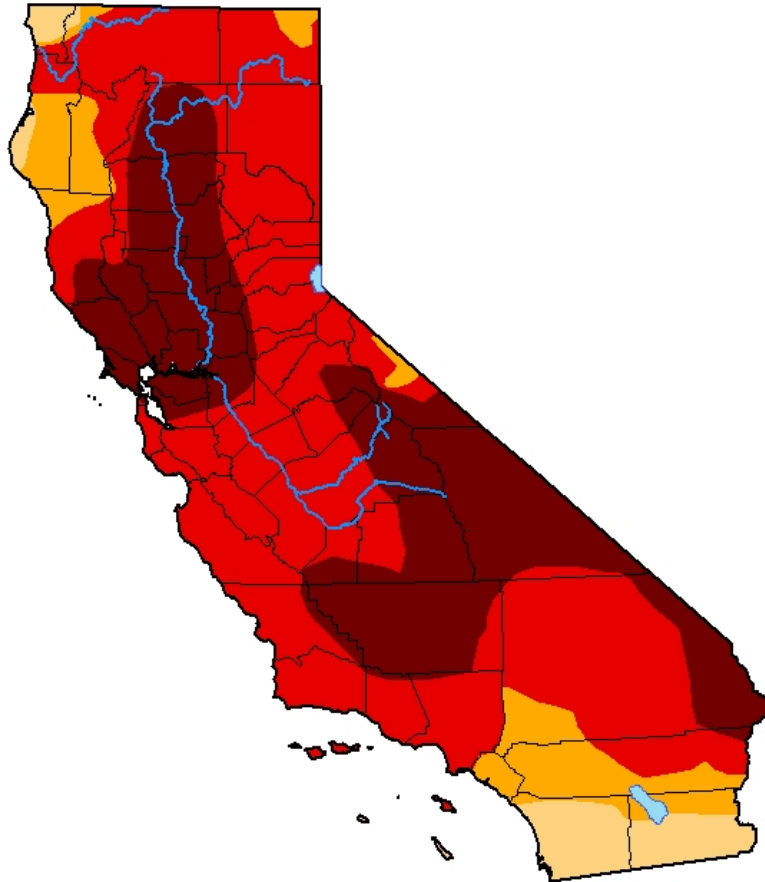
*The Drought Monitor focuses on broad-scale conditions.  
Local conditions may vary. For more information on the  
Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

## Author:

**Brian Fuchs**  
National Drought Mitigation Center



[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)

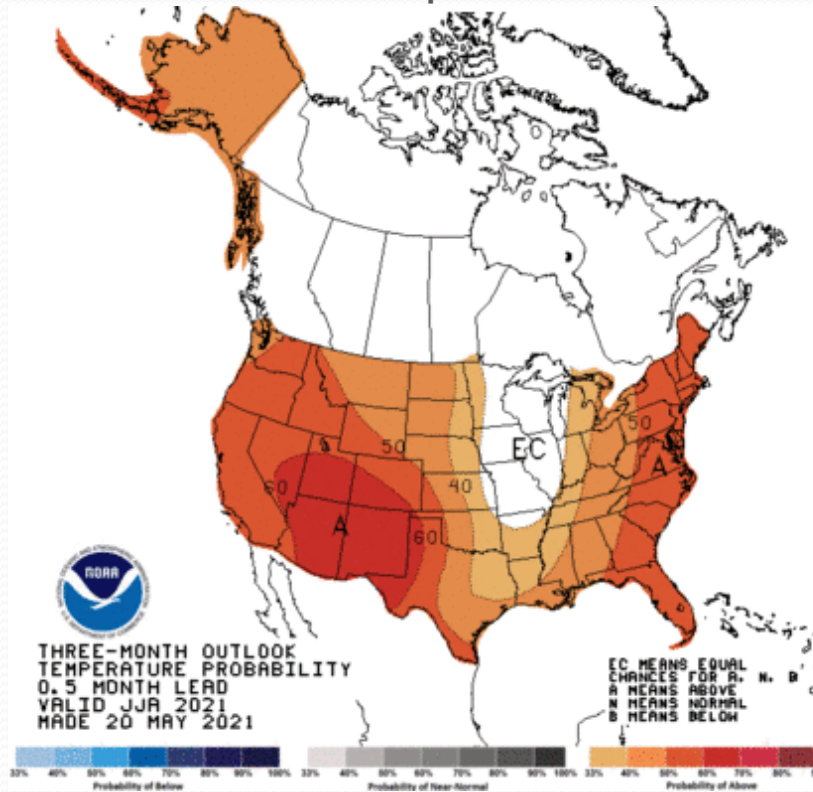




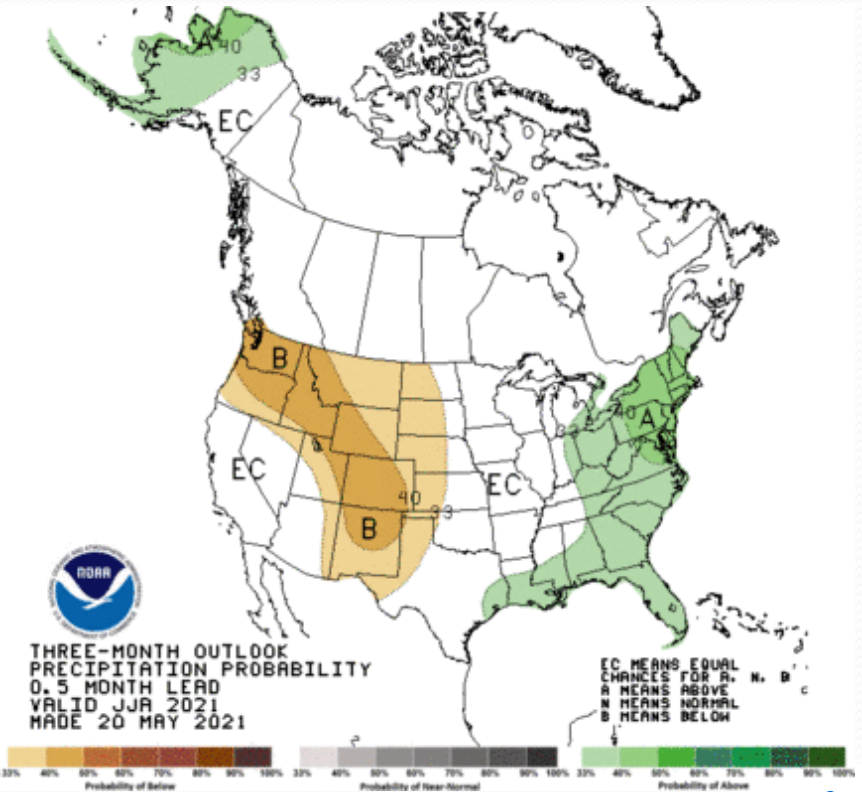
# National Weather Service Outlook

## June 2021 – August 2021

Temperature

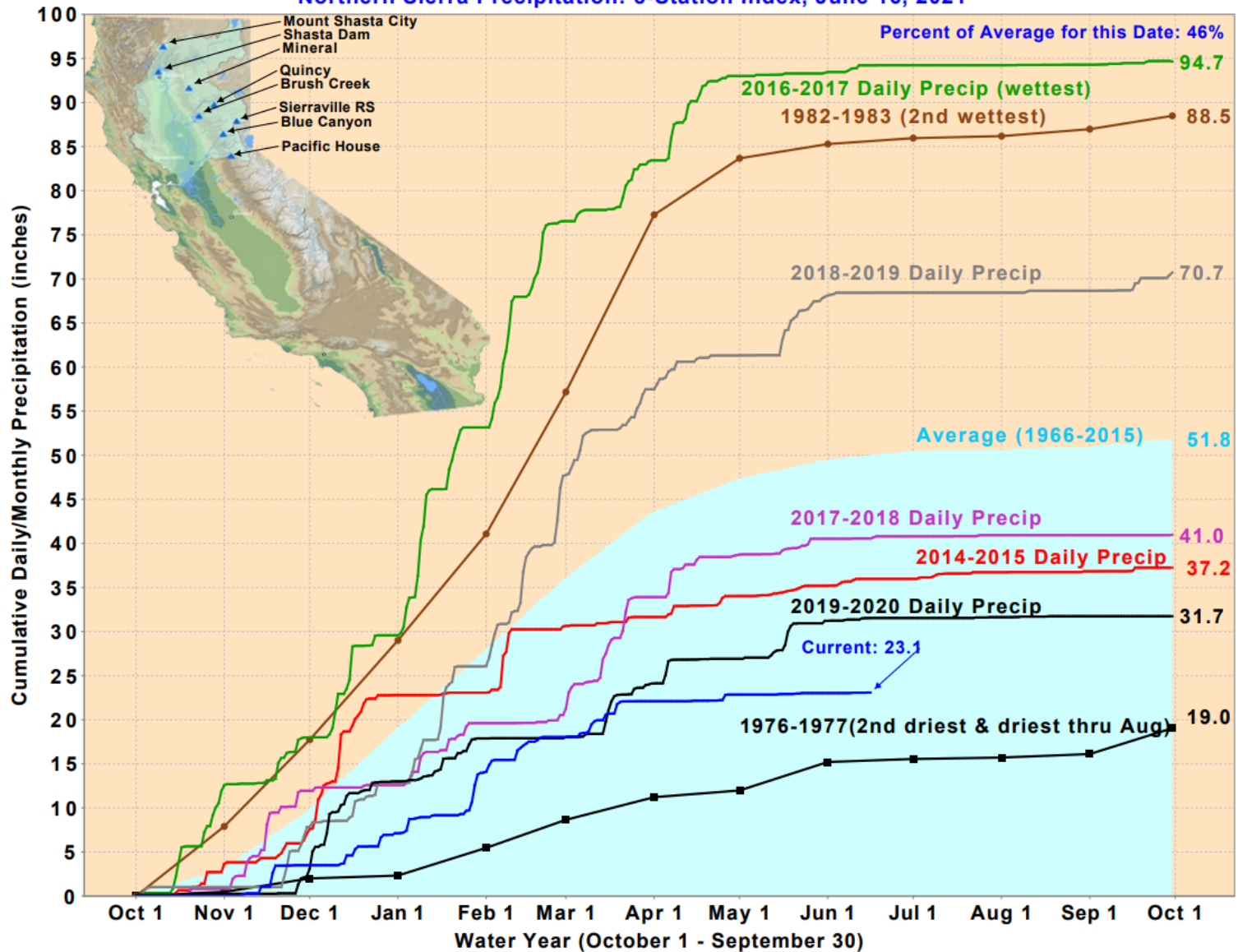


Precipitation





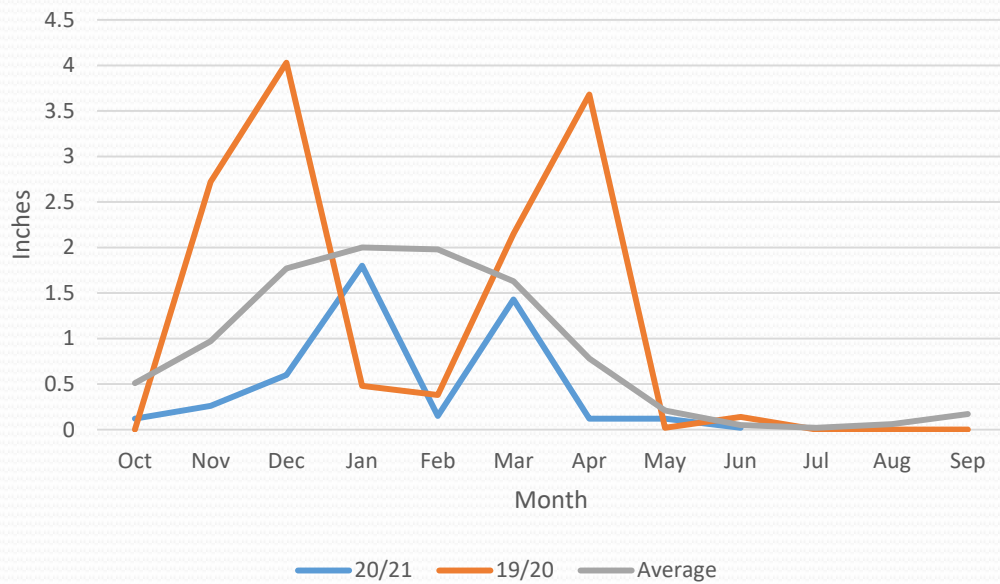
# Northern Sierra Precipitation: 8-Station Index, June 16, 2021



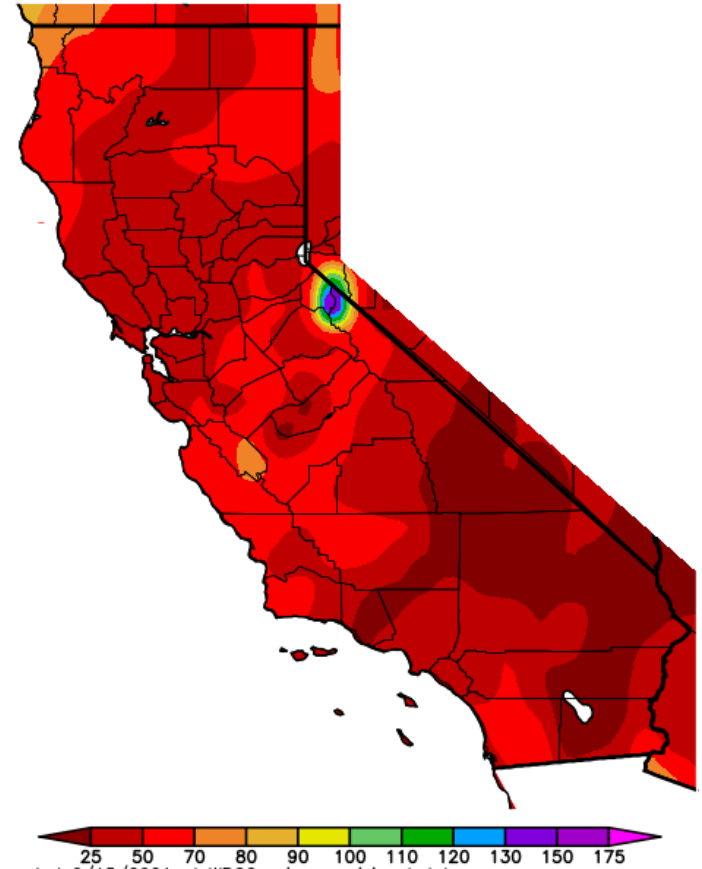
**Total Water Year Precipitation**



## San Diego Rainfall



## Percent of Average Precipitation (%) 10/1/2020 – 6/14/2021

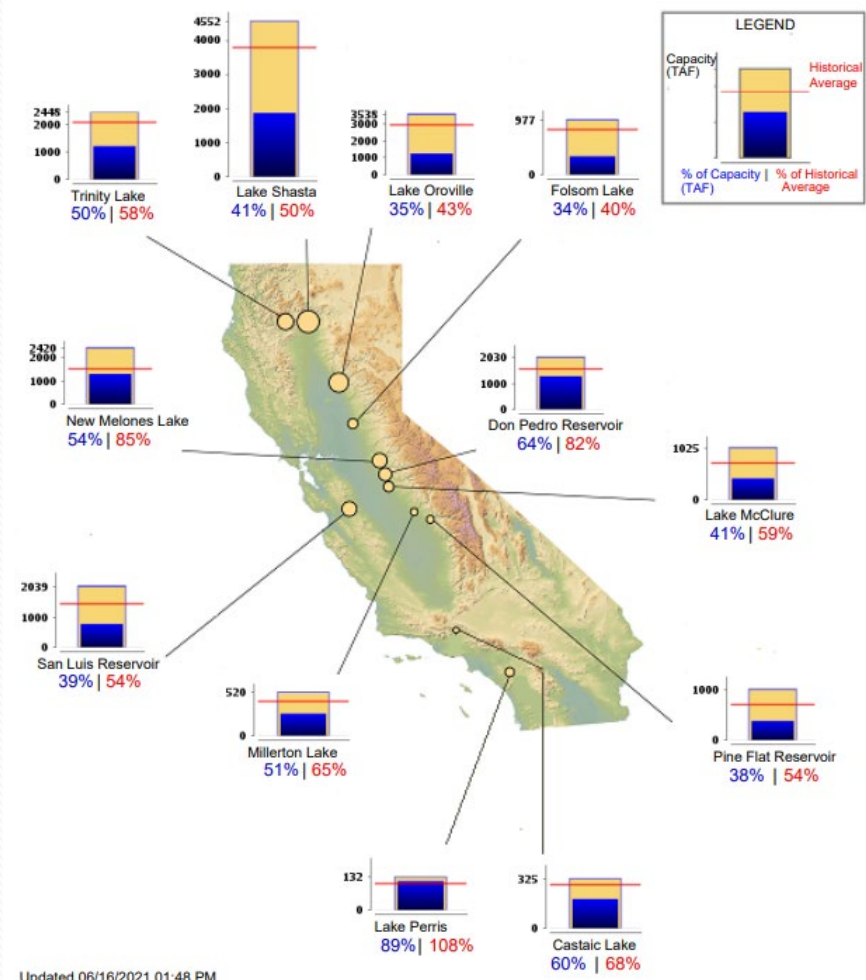


Generated 6/15/2021 at WRCC using provisional data.  
NOAA Regional Climate Centers





# SELECTED WATER SUPPLY RESERVOIRS Midnight: June 15, 2021





# OMWD Activity



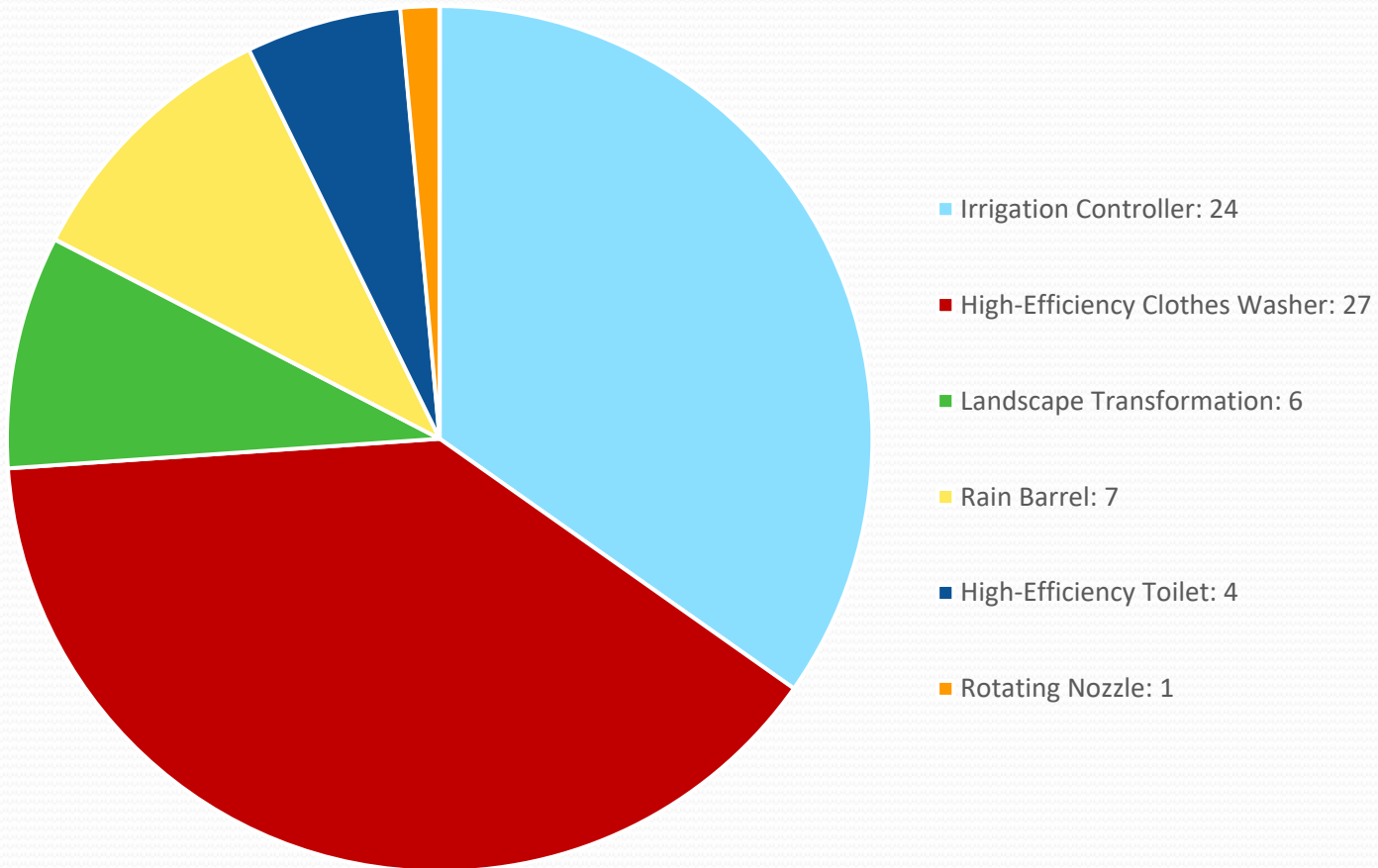
# Restrictions Enforcement

	Reports	Actions	Fines
September '19	5	5	0
October '19	1	1	0
November '19	9	9	0
December '19	0	0	0
January '20	3	3	0
February '20	2	2	0
March '20	1	1	0
April '20	5	5	0
May '20	2	2	0
June '20	7	7	0
July '20	18	18	0
August '20	4	4	0
September '20	12	12	0
October '20	2	2	0
November '20	3	3	0
December '20	6	6	0
January '21	7	7	0
February '21	7	7	0
March '21	1	1	0
April '21	0	0	0
May '21	3	3	0
June '21	2	1	0
<b>Totals</b>	<b>100</b>	<b>99</b>	<b>0</b>



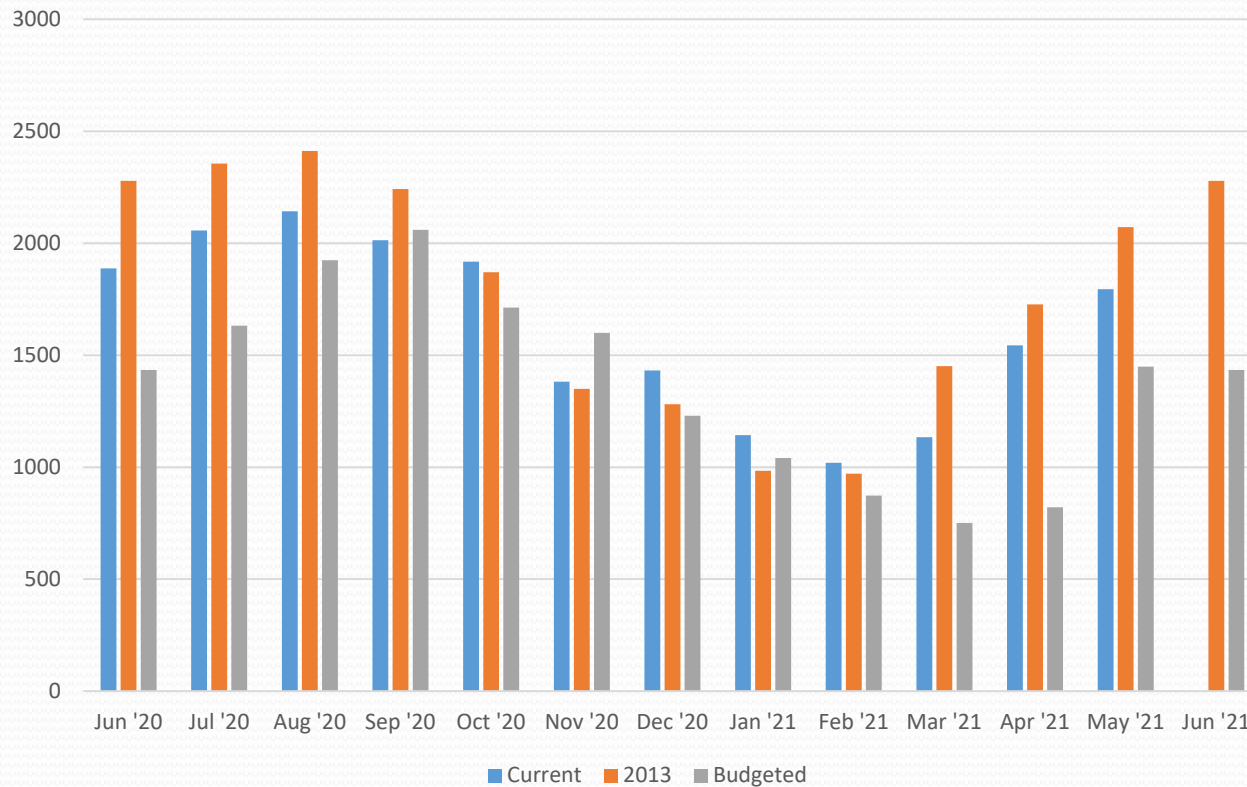


# Apr - Jun Rebate Activity





# No Conservation Requirement



## Water Consumption Compared to 2013

Mar-20	-43%
Apr-20	-47%
May-20	-15%
Jun-20	-17%
Jul-20	-13%
Aug-20	-11%
Sep-20	-10%
Oct-20	3%
Nov-20	2%
Dec-20	12%
Jan-21	16%
Feb-21	5%
Mar-21	-22%
Apr-21	-11%
May-21	-13%
Jun-21	TBD



# Legislation & Regulations



# Legislative and Regulatory Update

- AB 1668-SB 606 (2018 long-term water conservation targets)
  - DWR's deadline to provide standards recommendations to SWRCB is October 1.
  - Meetings attended:
    - DWR Water Use Objective Variances
    - DWR Water Loss Economic Model
    - DWR Landscape Area Measurement
    - DWR Indoor Water Use Study
    - DWR Commercial Water Use
    - SDCWA long-term conservation legislation workshop
  - Comment letters submitted
    - Indoor residential water use standards
    - Landscape area measurement
- AB 1434 (Friedman)
  - Seeks to set indoor use standard to 42 GPCD
  - OMWD opposed
  - Has become a two-year bill (not eligible for action until 2022)



# Recent Updates



## Water Boards

STATE WATER RESOURCES CONTROL BOARD  
REGIONAL WATER QUALITY CONTROL BOARDS

**Save  
Our  
Water**





# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Kimberly Thorner, General Manager  
Subject: **CONSIDER VOTE FOR SOUTHERN NETWORK (SEAT A) REPRESENTATIVE TO THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS**

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## Purpose

The purpose of this agenda item is to vote for one representative to the California Special Districts Association's (CSDA) Board of Directors. The successful candidate will fill Seat A for CSDA's Southern Network.

## Recommendation

Staff has no specific recommendation for candidates in this election.

## Alternative(s)

The board could choose against participating in this year's election.

## Background

Each of CSDA's six regional divisions has three seats on the Board of Directors, holding staggered three-year terms. The term for the director holding the Southern Network's Seat A is expiring and the seat is currently up for election. Southern Network member districts are entitled to vote for one candidate in this election by which to fill Seat A for the upcoming term.



In 2018, OMWD's board voted for Jo MacKenzie in the CSDA election for Southern Network, Seat A.

### **Fiscal Impact**

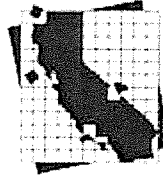
There is no cost associated with participation in this election.

### **Discussion**

Voting will take place online through July 16, 2021 with the winner to be announced at the 2021 CSDA Annual Conference in August/September. Attached are the CSDA information sheets on each of the nine candidates as well as any election correspondence OMWD has received to date.

*Attachments: CSDA election packet*





California Special  
Districts Association

CSDA

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[Home](#)[How It Works](#)[Logout Kimberly Thorner](#)

## CSDA Board of Directors Election Ballot - Term 2022-2024; Seat A - Southern Network

### Please vote for your choice

Choose one of the following candidates:

- Jo MacKenzie\*
- Jan Bissell
- Kelly Gregg
- Rickey Manbahal
- Jo-Anne Martin
- Paulina Martinez-Perez
- Rachel Mason
- David E. Raley
- John Skerbelis

\*Incumbent

☐ **Jo MacKenzie\*** [\[view details\]](#)

☐ **Jan Bissell** [\[view details\]](#)

☐ **Kelly Gregg** [\[view details\]](#)



☐ Rickey Manbahal [\[view details\]](#)

☐ Jo-Anne Martin [\[view details\]](#)

☐ Paulina Martinez-Perez [\[view details\]](#)

☐ Rachel Mason [\[view details\]](#)

☐ David E. Raley [\[view details\]](#)

☐ John Skerbelis [\[view details\]](#)

Continue

Cancel





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## **2021 CSDA BOARD CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/minute order:

**Name:** Jo MacKenzie

**District/Company:** Vista Irrigation District, *CSDA District of Distinction, Platinum Level*

**Title:** Director

**Elected/Appointed/Staff:** Elected

**Length of Service with District:** 29 years

**1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

- CSDA Board of Directors, President 2011, Vice President 2010, Treasurer 2008-2009
- CSDA Legislative Advocate of the Year 2010
- Graduate of CSDA Governance Academy
- CSDA Finance Corporation Board of Directors, 2007-present; President 2012, 2013, 2015- present
- Special District Leadership Foundation Board of Directors, Treasurer 2014-present
- Fiscal and Audit Committees; Membership Committee 2011- present; Chair 2020-2021
- Legislative Committee 2004-present; Chair, 2006-2010 and 2012
- CSDA San Diego Chapter, Board of Directors, 1993-present; President 1998-2000
- Attend all Annual Conferences and Legislative Days

**2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

- ACWA: Past Board Director; Local Government, Chair 2014-2015 and Membership Committee
- ACWA Region 10 Board of Directors, Vice Chair, Alternate Chair, Director 1997-2010
- The California Association of Local Agency Formation Commissions (CALAFCO), Board Member and Legislative Committee member, 2017 - present
- Special District Official of the Year by PublicCEO 2011

**3. List local government involvement (such as LAFCO, Association of Governments, etc.):**

- San Diego LAFCO, 1994-present, Commissioner 7 years, Chair 2018-2019; Alternate 5 years; Special District Advisory Committee 14 years, Chair 2005 -2009
- City of San Marcos Planning and Traffic Commissions
- Personally initiated the City of San Marcos Budget Review Committee in 1980, Chair 1996-2006

**4. List civic organization involvement:**

- San Marcos Chamber of Commerce, Lifetime Ambassador
- Graduate Leadership 2000, Cal State San Marcos
- Community Development Associates, Treasurer
- Soroptimist International

**\*\*Candidate Statement-**Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot mailing.**





## **RE-ELECT JO MACKENZIE**

### **PROVEN EXPERIENCE LEADING SPECIAL DISTRICTS**

- Dedicated
- Fiscally Responsible
- Committed to Special Districts

It has been a privilege to serve on the CSDA Board of Directors representing the Southern Network. I am honored that three years ago you elected me to serve your district. I am asking for your vote again in this election.

I am committed to continue building on the present foundation of CSDA's educational programs, state and federal legislative advocacy, and public outreach. As you know, this year ALL webinars are free to our members. The Special District Leadership Foundation Board has eliminated budget limits for scholarships. This allows all districts to apply for scholarships to attend workshops and conferences in 2021. I serve on both boards and I'm proud that the collaboration between the two boards allows all special districts to take advantage of CSDA's programs.

Serving on the Board of Directors and CSDA committees takes dedication and commitment, and especially a commitment of time. I have a proven record of leadership as both a Board member, a committee member and a chair. I was the PublicCEO Special District Official of the Year 2011 and CSDA Legislative Advocate of the Year 2010.

My proven leadership and public service experience, commitment to fiscal responsibility, and my comprehensive LAFCO and special district knowledge make me the most qualified candidate to represent the Southern Network.

With a passion for and proven experience in leading special districts, I would be honored to continue serving on the CSDA Board of Directors as your Southern Network Director.

✓ **Your district's vote will be greatly appreciated!**

**Last day to vote: July 16, 2021**





1391 Engineer Street • Vista • California 92081-8840

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[www.vidwater.org](http://www.vidwater.org)

#### Board of Directors

Patrick H. Sanchez, *President*

Paul E. Dorey

Jo MacKenzie

Marty Miller

Richard L. Vásquez

#### Administrative Staff

Brett L. Hodgkiss  
*General Manager*

Lisa R. Soto  
*Board Secretary*

David B. Cosgrove  
*General Counsel*

May 18, 2021

**Re: Jo MacKenzie for CSDA Board of Directors, Southern Network, Seat A**

Dear Board President:

On February 17, 2021, the Vista Irrigation District (VID) Board nominated Jo MacKenzie to the California Special Districts Association (CSDA) Board of Directors for the Southern Network, Seat A. As President of the Board, I'm requesting that your Board cast its vote for Jo MacKenzie, CSDA Board of Directors. The electronic balloting starts on May 28.

Jo's enthusiasm, commitment, and comprehensive knowledge of special districts have brought a high level of experience to the CSDA Board of Directors. Jo believes it is important that CSDA continue to be the voice of all special districts and build on the present foundation of legislative advocacy, educational programs, and public outreach.

Currently serving on the CSDA Board as a Past President (President, 2011), Jo serves on the CSDA Legislative Committee; she served as the Committee Chair from 2006-2010 and in 2012 and was named Legislative Advocate of the Year in 2010. Jo currently serves as President of the CSDA Finance Corporation, and Treasurer of the Special District Leadership Foundation. She also serves on the CSDA Membership Committee and is very active with the San Diego Chapter of CSDA, serving as its President 1998-2000.

Jo was elected to the VID Board of Directors in 1992 and has since served as President eight times. She is currently a Commissioner on the San Diego Local Agencies Formation Commission (LAFCO) and served as Chair in 2019-2020; Jo has continuously served in various capacities on LAFCO since 1994. She also serves on the California Association LAFCO Board of Directors and is on its Legislative Committee. Jo is a past Board Director for the Association of California Water Agencies and currently serves on its Membership Committee.

Jo is active in her local community, having served on the City of San Marcos Planning Commission, Traffic/Safety Commission, Budget Review Committee and Affordable Housing Task Force. She has also been active in the San Marcos Chamber of Commerce for 30 years, serving as a Board Member and a Life Member Ambassador.

Jo is extremely active and engaged in all aspects of California special districts and her wealth of experience makes her the obvious choice for the Southern Network, Seat A. I urge your Board to vote for Jo MacKenzie to continue her service as Seat A Director for the Southern Network. Thank you for your support!

Very truly yours,

Patrick H. Sanchez  
President, Board of Directors





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## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Jan Bissell

District/Company: Valley-Wide Recreation and Park District

Title: Vice President

Elected/Appointed/Staff: Elected

Length of Service with District: 14 years (1999 - 2010, 2018 - to present day)

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Attendee of CSDA Conference

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

California Parks and Recreation Society (CPRS), California Association of Recreation Park Districts (CARPD), California Interscholastic Federation (CIF).

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Valley-Wide Recreation and Park District (VWRPD)

4. List civic organization involvement:

First Baptist School Board, USA Pickleball Association (USAPA), Friends of Valley-Wide Foundation (FOVWF), Local Pony Baseball and Softball Associations.

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**





# JAN BISSELL

FOR

## CSDA BOARD OF DIRECTORS, SEAT A SOUTHERN NETWORK

Hello, my name is Jan Bissell and I am the Vice President of the Valley-Wide Recreation and Park District Board of Directors. I am proud to say that for over 45 years, I have been involved with Valley-Wide Recreation as a volunteer in many capacities from coaching, officiating, organizing fundraisers and being an ambassador of Recreation in the community. My background is in business, but I also had the opportunity to serve as a Recreation Supervisor for 5 years and I was fortunate that both jobs kept me in direct contact with my community.

Last year, I had the honor of being recognized as an Outstanding Board Member for the California Association of Recreation and Park Districts. It is an honor I share with my fellow Board members as it is a reflection of our collective work to ensure the growth and sustainability of our District. With over 80 Parks and community centers and more than 250,000 residents to serve, my focus is on making sure the core of our services continue to reflect and fill the needs of our community.

- **Valley-Wide Recreation and Park District Board Member for 15 years (current)**
- **CIF and Recreation coach and sports official for 40+ years**
- **Outstanding Board Member CARPD 2020**
- **First Baptist Church Board of Trustees for 8 years**
- **First Baptist School Board Member for 4 years**
- **Member of the CIF Board for 25 years**

I am a husband, father, grandfather and a fearless advocate for our community. It is my hope that with your support, I can also be a fearless advocate for your special District.

On Behalf of our Board of Directors and entire Valley-Wide Recreation staff, I respectfully request your District's vote for the nomination to the Board of Directors of the California Special District Association (CSDA).





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## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Kelly J Gregg

District/Company: Hesperia Recreation and Park District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 9 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Have attended several CSDA conferences and workshops.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

N/A

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Current chair for City of Hesperia Safety committee.

4. List civic organization involvement:

Member of Elks lodge #2646. Have assisted in many community events.

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



Kelly J Gregg, Director  
Hesperia Recreation and Park District

I have been a lifelong resident of Hesperia since 1971. I served as the voice of the community, and taxpayers on the HRPD Governing Board from 2010-2014 and 2016-current.

- Serves as Director of the Hesperia Recreation and Park District and on several committees: Finance (chair), Tri-Agency (chair), Personnel (v-chair).
- Served as President of the Hesperia Recreation and Park District and on several committees: Budget (chair), Safety and Security (chair), Foundation, and Golf Course.
- Serves on Hesperia City Council Safety Committee (chair).
- Fiscal responsibility and transparency are two main platform goals that take priority when making decisions for any agency or civic organization.

Kelly J Gregg is available to you at (760)985.1193 or by email [directorgregg@hesperiaparks.com](mailto:directorgregg@hesperiaparks.com)

Please Vote: Kelly J Gregg for CSDA Director Southern Network





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## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Shamindra "Rickey" Manbahal, MPA  
District/Company: West Valley Water District  
Title: Interim General Manager, Chief Financial & Administrative Officer  
Elected/Appointed/Staff: WVWD Board & Public Affairs Manager Naseem Farooqi  
Length of Service with District: 1.7 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Participated in several training Transparency Certificate of Excellence,

Leadership Academy and General Manager Training, attended conferences and is registered for 2021 conference.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

ACWA, GFOA, CMTA, CSMFO, League of California Cities

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

GFOA and LAFCO

4. List civic organization involvement:

Various Chamber of Commerce activities, Various non-profit participation

Jewish Vocational Service, High Road Training Program

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



### **CANDIDATE STATEMENT**

When Mr. Manbahal was hired, WVWD was in a state of financial and administrative turmoil. Under his leadership, WVWD enacted ten major reforms to resolve financial issues, address the numerous negative findings in a previous California State Controller's office audit and deliver greater accountability and savings for ratepayers, resulting in WVWD's receiving of the Special District Leadership Foundation Transparency Certificate of Excellence. As a result of his efforts, including the implementation of the Cal-Card purchasing card program to minimize fraud, WVWD's most recent state audit found no material deficiencies with WVWD's internal controls, management and records.

Even in the face of a decline in revenue due to COVID-19, Manbahal's strong leadership produced a responsible fiscal year 2020-2021 budget that generated \$416,000 in cost savings without raising rates for ratepayers. Recently, Manbahal led WVWD's effort to apply for and secure a U.S. Environmental and Protection Agency loan for capital improvements worth nearly \$25 million.

Before his tenure at WVWD, Manbahal served as director of finance, assistant financial services director and interim finance director for localities throughout California. Prior to that, Manbahal worked as an internal auditor for the County of Los Angeles. Manbahal earned his Master's degree in Public Administration from California State University Northridge and a bachelor's degree in accounting. He also serves as a part-time lecturer at UCLA Extension, leading intensive courses in auditing, accounting and business management.

Given his extensive experience in turning around municipal finances and management, we have no doubt Mr. Manbahal will be a valuable addition to CSDA leadership. Without any reservation, we strongly urge you to consider Mr. Manbahal for the position of CSDA Board of Director Seat A — Southern Network in the coming election. If you have any questions or concerns, please contact Mr. Manbahal directly at [smanbahal@wvwd.org](mailto:smanbahal@wvwd.org) or (909) 820-3706.

*Rickey S. Manbahal, MPA  
Interim General Manager  
Chief Financial & Administrative Officer*





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## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Jo-Anne Martin

District/Company: Placentia Library District

Title: Board President

Elected/Appointed/Staff: Elected

Length of Service with District: \_\_\_\_\_

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I routinely attend the CSDA annual conference, as well as the Legislative Days. I have completed  
multiple CSDA webinars and training sessions. I also completed CSDA's Board Secretary Workshop.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

I am a member of the League of Women Voters and the California/Nevada League  
of Credit Unions.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

None.

4. List civic organization involvement:

I currently serve as an Associate Director on Financial Partners Credit Union's Board of Directors, as the Secretary  
for Alta Vista's Women's Golf Association, an Elder of the Placentia Presbyterian Church and as a literacy volunteer  
for the Placentia Library District. I am also a past chair and board member of the Homeless Intervention Shelter.

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.





March 15, 2021

President Jo-Anne Martin's background is in aerospace defense, operations and business. She has a bachelor's degree in biopsychology from Vassar College, and a master's degree in Systems Management from the State University of New York at Binghamton.

Jo-Anne Martin served in the US Air Force for 21 years as an Air Battle Manager. During this time she commanded 2 Air Force units, served as a Mission Crew Commander in both the US and NATO Airborne Warning and Control System (AWACS) and was the Pacific Regional Air Defense Commander. President Martin commanded an AWACS crew during the first Gulf War, accumulating over 200 combat flying hours and was awarded an Air Medal for her accomplishments. She is the first female graduate of the USAF Fighter Weapons (Top Gun) School. Her last assignment was at the Pentagon where she directed Congressional, budget and program integration for a \$28 billion portfolio of communications and computer programs. She routinely briefed Congressional staffers, Air Force senior leadership and media.

After retiring from the Air Force, Jo-Anne Martin spent 10 years in the aerospace defense industry. She was a Director of Business Development for The Boeing Company with extensive international as well as domestic responsibilities. Her international experiences span Asia, the Middle East and Europe with multiple tours in South Korea.

President Martin is very active in the local community serving as Associate Director on the Financial Partner's Credit Union Board of Directors, Secretary for Alta Vista's Women's Golf Association, an Elder of the Placentia Presbyterian Church, and as a literacy volunteer at the Placentia Library District. President Martin also regularly volunteers at Charity's Closet and is a past chair and board member of the Homeless Intervention Shelter.

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## BOARD OF TRUSTEES

Jo-Anne Martin  
President

Gayle Carline  
Secretary

Sherri Dahl  
Trustee

Hilaire Shioura  
Trustee

Al Shkoler  
Trustee

Jeanette Contreras, M.L.S.  
Library Director

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**PLACENTIA LIBRARY DISTRICT**  
411 E. Chapman Ave.  
Placentia, CA 92870  
Phone: 714-528-1925  
[administration@placentialibrary.org](mailto:administration@placentialibrary.org)  
[www.placentialibrary.org](http://www.placentialibrary.org)



Jo-Anne Martin  
President  
Placentia Library District  
Board of Trustees





California Special  
Districts Association  
*Districts Stronger Together*

## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Paulina Martinez-Perez  
South Bay Irrigation District  
District/Company: Director- Division 2  
Title: Elected  
Elected/Appointed/Staff: 4 year term- 2020-2024  
Length of Service with District:

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Workshops: Getting Oriented: The Critical Nature of Communications in the Public Age

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

Currently the delegate to ACWA representing South Bay Irrigation District, and an alternate representing Sweetwater Authority.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

N/A

4. List civic organization involvement:

Public school teacher at a heavily civically involved TK-12 systemt that promotes

social justice and civic engagement with all students. Have also participated in fellowship

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**





SOUTH BAY IRRIGATION DISTRICT  
505 GARRETT AVENUE, POST OFFICE BOX 2328  
CHULA VISTA, CALIFORNIA 91912-2328  
(619) 420-1413 FAX (619) 425-7469  
[www.sbid.us](http://www.sbid.us)

BOARD OF DIRECTORS  
STEVE CASTANEDA  
DIVISION 1  
PAULINA MARTINEZ-PEREZ  
DIVISION 2  
JOSE PRECIADO  
DIVISION 3  
HECTOR MARTINEZ  
DIVISION 4  
JOSIE CALDERON-SCOTT  
DIVISION 5

**Candidate Statement:**

I am pleased to share with you my interest in being part of the Board of Directors representing the Southern Network. The Board of Directors for the California Special Districts Association has six major beliefs and I believe I would be an excellent addition that would support the board in being a leading and passionate voice for all special districts.

In order to raise awareness and understanding of what special districts are, the CSDA established the "Districts Make The Difference" campaign. This campaign focuses on creating more visibility and outreach to the public. With its new logos, videos, student contents, etc. the CSDA is demonstrating a newfound commitment to revolutionize, and modernize its efforts. Electing me as the representative of the Southern Network would align with CSDA's most recent push in revitalizing and revamping its efforts to outreach the public.

Undoubtedly, the members of the current Board of Directors are committed to strengthening and supporting the special districts that make up California. However, the strength of a fresh perspective cannot be overstated. As a newly elected Director the South Bay Irrigation District, and the youngest member ever elected, I have been able to bring a new perspective to our governing board. As part of the Board of Directors I would focus on being a member that promotes the ability to look at what can be done, and not only at what has been done.

Professionally, I am a graduate of the University of California, Los Angeles (UCLA) with a major in Political Science and minored in Society and Genetics as well as Biological Anthropology. I also possess a master's degree from Johns Hopkins University and I am currently a public high school biology teacher.

Please feel free to reach me directly at [pmp.sbid@gmail.com](mailto:pmp.sbid@gmail.com) or 619.361.1647.

Thank you for your time.

Respectfully,

A handwritten signature in black ink, appearing to read "Paulina", with a stylized flourish at the end.

Paulina Martinez-Perez





California Special  
Districts Association  
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## 2021 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: Rachel Mason

District: Fallbrook Regional Health District

Mailing Address: 138 S. Brandon Rd., Fallbrook, CA 92028

Network: Southern Network (see map)

Telephone: Office: 760.731.9187 or Cell: 909.838.8071  
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: 760.731.9131

E-mail: rmason@fallbrookhealth.org

Nominated by (optional): Jennifer Jeffries, FRHD Board Treasurer

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail or email to:

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732

amberp@csda.net

***DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021***



*March 11, 2021*

California Special Districts Association

RE: 2021 Board of Directors Election Candidate Statement

To Whom it May Concern,

I respectfully submit this nomination form for consideration to represent the Southern Network of CSDA. My tenure with the Fallbrook Regional Health District has been short in duration, yet I feel that these last two years have been the most rewarding of my professional career. My initial professional life was in the nonprofit industry, so when I switched to a Governmental role, I found a new vocabulary, new rules of operations, and a new ability to provide deep service to my community. Upon entry to this position, I was immediately directed by the Board of Directors, the District's legal counsel and our long-time staffers to engage with CSDA for trainings, education and support. I have been impressed with the education and advocacy provided to members from CSDA and have benefitted from these resources. I believe that while I may be still be considered new to this industry, my broad professional experience and collaboration building abilities could benefit CSDA, my home District and our shared communities.



Rachel A. Mason, M.A., M.S.  
Chief Executive Officer  
Fallbrook Regional Health District





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## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: David E. Raley

District/Company: San Bernardino Valley Water Conservation District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 11 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I have taken Governance Training through CSDA.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

Our District is currently a member of ACWA.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Please see attached statement.

4. List civic organization involvement:

Please see attached statement.

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



Director, SBV Water Conservation District/ Retired Credit Union CEO, Retired Colonel

I have demonstrated my leadership and organizational commitment in rising from Aviation Cadet to a Colonel in the US Air Force. I demonstrated the same skills when I was elected to the Conservation District Board against a 16 year talented and effective Board Member.

My leadership skills and financial expertise have ensured cost effective protection of critical ground water resources in the San Bernardino Valley Water Conservation District.

I am a Vietnam Pilot Combat Veteran and a retired USAF Colonel after enlisting as an Aviation Cadet with a Trade High School Diploma.

As your Representative I will use these same skills and commitment to maintain and enhance the operation of the CSDA Board of Directors, Seat A, Southern Network Representative

I have continued to insist the District had effective fiscal controls to build and maintain a permanent strong financial position that ensures the viability of the District and its important endeavors.

"Helping Nature Store Our Water" is our Water District's motto. I have actively promoted and supported projects to enhance water capture and to ensure all the available State Project water is stored in the Bunker Hill Basin.

I have provided significant contributions to our District's effort to protect endangered species, public access to trails so all can enjoy the community's upper Santa Ana River resources and local aggregate supplies in support of the local economy.

Qualifications: Master's Degree in Business Administration from Arizona State University, President/CEO, Norton (Alta Vista) Credit Union, President, Crafton Hills College Foundation, Redlands Police Civilian Patrol, 3 years as Chairman of the Volunteer Governing Committee, City of Redlands Technical and Professional Volunteer of the Year and President of the San Bernardino Valley Conservation Trust.

I ask for your vote.

Thank you.

909.798.9248





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## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: John Skerbelis

District/Company: Rubidoux Community Services District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 8 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

None

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

None

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Riverside County Solid Waste Advisory Committee

Rubidoux Community Services District - Board of Directors

4. List civic organization involvement:

Past involvement with Riverside County Dept of Environmental Health on Community clean ups

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



## **CANDIDATE STATEMENT**

### **JOHN SKERBELIS**

Unique to Rubidoux Community Services District (“Rubidoux”) is its history as the state of California’s first community services district, formed in 1952. Rubidoux was within an unincorporated area of western Riverside County and now provides approximately 35,000 people with water, sewer, fire protection, trash, weed abatement, and street light services. These services in part helped enable the area to develop and grow, eventually leading into the incorporation of the area as the City of Jurupa Valley on July 1, 2011. Rubidoux continues to provide services consistent with its formation in 1952 and as a CSDA Member appreciates the support CSDA provides in many ways.

John Skerbelis is a Director on Rubidoux’s Board of Directors and currently the Board President. He is seeking election to CSDA’s Board of Directors and is asking for support from fellow CSDA Southern Network Members.

Examples of Director Skerbelis’ local community service experience include -

- Elected to Board of Directors of Rubidoux in 2007 and past Board President twice
- Member of Riverside County Solid Waste Management Advisory Council – 7 years
- Recognized by Riverside County Board of Supervisors for outstanding performance related to the illegal dumping task force (AB 1822 and AB 1924)
- Worked for Riverside County Department of Environmental Health - 8 years
- Local business owner
- Coordinated with Congressman Calvert and Takano to secure FEMA funds for Rubidoux

With his experience and diversity of public service, Director Skerbelis would be a meaningful member of CSDA’s Board of Directors. When submitting your vote in the upcoming vote for CSDA Board of Director Seat A – Southern Network, it is requested you consider John Skerbelis for your vote. Thank you.



# Memo

Date: July 14, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER UPDATE ON THE COVID-19 EMERGENCY DECLARATION**

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## Purpose

The purpose of this Board item is to provide an update on the COVID-19 Emergency Declaration. The General Manager declared an emergency on March 12, 2020 and the Board has received updates of this emergency declaration at all subsequent Board Meetings. The Board shall receive an update of the General Manager's emergency action at subsequent Board Meetings until we are no longer in the state of emergency.

## Recommendation

This is an informational update pursuant to the Administrative and Ethics Code §3.2.1. No Board action is required. To date, six employees have gotten COVID-19 but there has been no workplace outbreak.

## Background

Pursuant OMWD's Administrative and Ethics Code §3.2.1, it is under my authority as the General Manager to declare an emergency if there is an unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent and mitigate the loss or impairment of life, health, property, or essential public services. COVID-19 poses an imminent danger to the health of OMWD employees and customers. After notifying the Board via email, I declared a state of emergency regarding COVID-19 on March 12, 2020 based on the threat of the spreading pandemic.



There have been a series of email communications with the Board, staff, teleconferences with other General Managers in the County, and multiple messages conveyed to customers ensuring that OMWD's water is safe. The chart below shows the ongoing efforts we are taking here at OMWD to help navigate and mitigate the COVID-19 emergency while remaining prepared and reliable to our customers and community.

### CORONAVIRUS (COVID-19) ACTIONS

DATE	ACTION
<b>February 2020</b>	OMWD began actively monitoring situation.
<b>March 5, 2020</b>	Staff begins formulating outreach plan and design of OMWD's online COVID-19 Response Center.
<b>March 9, 2020</b>	Staff participated in regional meeting regarding COVID-19 at the San Diego County Water Authority.
<b>March 11, 2020</b>	OMWD's online COVID-19 Response Center published.
	Social Media outreach regarding water safety during COVID-19.
<b>March 12, 2020</b>	Emergency Declaration made by GM to ensure critical supplies, parts, and inventory are in stock or can be purchased more freely. OMWD implemented Pandemic Response Plan.
	Staff advised not to report to work if they exhibit any signs or symptoms.
	Travel to large conferences, group meetings, and trainings by OMWD employees suspended until further notice.
	Public Tours of OMWD delayed until further notice. Events and workshops postponed.
	Laptops and phones to be ordered in anticipation of telecommuting needs.
	Elfin Forest Recreational Reserve's Interpretive Center closed until further notice.
<b>March 13, 2020</b>	OMWD's lobby temporarily closed until further notice.
	Disconnection moratorium for customers facing financial difficulty.
<b>March 16, 2020</b>	Staff advised not to report to work if family/friends/people they have interacted with exhibited any symptoms.
	Employees can work remotely or on alternate schedules, so long as essential services are not interrupted.
	All non-vital construction, outside work, and outside meetings are cancelled.
	Social distancing policies implemented within the District. (E.g. no sharing vehicles, no congregating, etc.)



	OMWD Sick Time Bank established for employees to donate sick leave to those who do not have enough accrued sick time to meet their needs, thereby encouraging employees to call in sick if needed.
<b>March 17, 2020</b>	OMWD's Emergency Operations Center plans reviewed in order to prepare should it be activated.
	General Manager participates on region-wide water teleconference regarding status of all water agencies. All agencies commit to mutual aide, especially at the operator level. OMWD begins providing San Diego County Water Authority and San Diego County Office of Emergency Services with daily status updates via WEBEOC.
<b>March 18, 2020</b>	OMWD's regularly scheduled board meeting transitioned to teleconference format.
<b>March 21, 2020</b>	California Public Utilities Commission informed that OMWD has initiated a temporary disconnection moratorium.
<b>March 22, 2020</b>	OMWD's Elfin Forest Recreational Reserve closed until further notice.
<b>March 23, 2020</b>	OMWD participated in second teleconference meeting regarding wastewater mutual aid with SEJPA, LWWD, VWD, Oceanside, Carlsbad, and Encina.
	Finance Department creates account to track costs associated with COVID-19.
<b>March 24, 2020</b>	Schedules further modified to ensure as much social distancing as possible; operations divisions separated into alternating teams to allow for separation on a weekly basis. Teams not working are to stay home, safe and sober in the event of an emergency need. Remaining administrative employees authorized remote working capability with laptops.
<b>March 25, 2020</b>	Deployed additional laptops to enable additional employees to work from home.
	Filmed informational video about the safety of our water that will be released in the near future.
	Prepared a list of shovel ready projects to CWA.
<b>March 26, 2020</b>	Sent an informational mailer to all customers regarding the safety of their water supply.
	Secured adequate supply of N95 masks for employees.
<b>March 27, 2020</b>	Staff has contacted certified retired operators to determine their ability to provide support in the event our current staff was impacted.
<b>March 30, 2020</b>	Made and distributed hand sanitizer to be used as needed.
	OMWD participated in third teleconference meeting regarding wastewater mutual aid with SEJPA, LWWD, VWD, Oceanside, Carlsbad, and Encina.
<b>March 31, 2020</b>	Posted an informational video about the safety of our water on website and social media.



<b>April 3, 2020</b>	Secured Zoom meeting software license; Reviewed security protocols to ensure a safe and successful meeting.
<b>April 6, 2020</b>	Ordered cloth masks for each employee to take home and have while out in the community
	Provided one dust mask and gloves for employee significant others and family members who you are exposed to on a daily basis to wear while out in the community.
<b>April 7, 2020</b>	Participated in an EPA COVID-19 Webinar
	Provided employees with an Essential Worker letter in the event that they are stopped by law enforcement while on the clock.
<b>April 15, 2020</b>	Submitted a Request for Public Assistant (RPA) to FEMA within 30 days of our area being designated in the emergency declaration. OMWD anticipates submitting for costs that were incurred outside of normal business practices to respond to the emergency, including additional overtime paid due to the isolation of employees in shifts.
	Participated in an ACWA webinar: COVID-19 Response: Understanding the Financial Aspects.
	Distributed COVID care package supplies to Board Members with sanitizer, masks, and gloves.
<b>April 16, 2020</b>	Received 275 gallons of hand sanitizer to distribute to all OMWD facilities.
<b>April 23, 2020</b>	Participated in the ACWA Brown Act COVID Webinar.
<b>April 28, 2020</b>	Discussed transitioning efforts with Managers and Supervisors.
	Established guidelines for contractor work at the DCMWTP.
<b>May 1, 2020</b>	Presented on a Governments COVID 19 Town Hall Webinar hosted by The Pun Group.
<b>May 4, 2020</b>	OMWD participated in third teleconference meeting regarding wastewater mutual aid with SEJPA, LWWD, VWD, Oceanside, Carlsbad, and Encina.
<b>May 5, 2020</b>	Prepared list of OMWD shovel ready projects to MWD.
<b>May 11, 2020</b>	OMWD participated in fourth teleconference meeting regarding wastewater mutual aid with SEJPA, LWWD, VWD, Oceanside, Carlsbad, and Encina.
	Per the May 10 County Order for essential workers, all employees are to wear face coverings while in public. Thermometers for temperature checks have been ordered.
<b>May 12, 2020</b>	Secured software to enable front desk phone rollover capabilities.
<b>May 14, 2020</b>	Provided COVID-19 IgG Antibody Testing for employees and family members.
<b>May 20, 2020</b>	Executed a Resolution for California Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) Funding for expenditures incurred by the District as a result of the COVID-19 Pandemic.



<b>May 26, 2020</b>	Replaces the podium PC in the Boardroom that had Zoom issues.
<b>June 1, 2020</b>	Modified employee work schedules to stagger shifts and isolate, ended the shelving of employees.
	Created a Telecommuting Policy; currently under management review.
<b>June 2, 2020</b>	Hosted an Employee Forum via Zoom.
<b>June 15, 2020</b>	Reopened the Elfin Forest Recreational Reserve with the following restrictions: require that visitors have face coverings at all times and they must be worn when six feet of social distancing is not possible.
<b>June 15, 2020</b>	Slowly started to increase in office presence with fewer telecommuting shifts.
<b>June 17, 2020</b>	Revised the Annual Goals and Objectives to reflect the impacts of COVID-19.
<b>June 19, 2020</b>	Reminded employees that masks should be worn outside of offices in the halls and/or when in a meeting when unable to stay 6 feet apart.
<b>June 22, 2020</b>	Reopened the Lobby with the following restriction: visitors and receptionist to wear face masks.
<b>June 26, 2020</b>	Moved back to increased telecommuting and split shifts due to COVID surge.
<b>June 30, 2020</b>	Closed lobby due to non-compliance with the County Health Order requiring all visitors to wear facial coverings.
<b>July 22, 2020</b>	Implemented employee temperature and COVID-19 symptom certification portal, with mandatory/daily reporting.
<b>July 29, 2020</b>	Implemented emergency sick leave for employees through the end of the calendar year to cover the time off pursuant to the Families First Coronavirus Act (FFCRA). The emergency sick leave time will only be for COVID-19 quarantine related situations and separate from normal sick leave.
<b>July 30, 2020</b>	Review emergency telecommuting policy with managers for implementation in August.
<b>August 1, 2020</b>	Continued split schedules, remote site reporting, distancing, and telecommuting for all employees.
<b>August 31, 2020</b>	Started research on the August 8 Executive Order for payroll tax deferral and its applicability to OMWD.
<b>September 1, 2020</b>	Implemented Telecommuting Policy District wide.
	EOC books updated.
<b>September 15, 2020</b>	Switched to regional reporting to SDCWA to once per week versus daily.



<b>September 22, 2020</b>	Directed supervisors to continue split schedules, telecommuting, remote site reporting, and distancing through at least the end of November. Will revisit as needed.
<b>September 22, 2020</b>	Updated all supervisors on new legislation regarding COVID outbreaks in the workplace and employee notification.
<b>October 28, 2020</b>	Reminded all employees on the importance of resisting COVID fatigue.
<b>November 4, 2020</b>	Requested Supervisors prepare plans in case San Diego gets second Purple Tier rating on 11/10/20.
<b>November 10, 2020</b>	Implemented increased distancing/remote work, modifications to use of Wellness Center, switch to Zoom meetings if unable to distance, lobby remains closed, reinforced importance of mask wearing and daily self-reporting.
<b>November 19, 2020</b>	Reminded employees to have the essential worker letter if out on OMWD business, duty calls, or leaks, etc., past the curfew.
<b>December 1, 2020</b>	Began working with staff on plan for the reinstitution of late charges in 2021.
<b>December 1, 2020</b>	Implemented further distancing work from home schedules due to purple tier.
<b>December 8, 2020</b>	Prepared social media posts for OMWD's COVID preparedness and response.
<b>December 17, 2020</b>	Signed on to a Vaccine Coalition letter to the California Community Vaccine Advisory Committee regarding prioritization of water sector essential critical infrastructure workers for COVID vaccination.
<b>December 21, 2020</b>	Email to all employees about COVID reporting requirements.
<b>January 19, 2021</b>	Ordered hands free door openers for bathrooms.
<b>January 25, 2021</b>	Divided the District into 6 separate workplaces (pods) with physical barriers to separate pods, closed Wellness Center to those without a COVID vaccine, shut down the ice machine, modified warehouse access with new procedures, secured mass testing if needed, approved the purchase of new air filters for the HVAC system that are MERV 13 rated, and secured a contract for industrial cleaning services in case of an outbreak in a pod.
<b>February 1, 2021</b>	Created a COVID Task Force with employee representatives from each pod that will meet bi-weekly.
<b>February 9, 2021</b>	Held a COVID Task Force Meeting.
<b>February 22, 2021</b>	Held a COVID Task Force Meeting.
<b>February 23, 2021</b>	Addressed respirator N95 needs, porta potties deployed, and more sanitizer.



<b>March 2, 2021</b>	Contacted the County of San Diego and determined vaccine eligibility for emergency operations center (EOC) employees, duty operators, and those on call to respond.
<b>March 4, 2021</b>	Distributed individual approval letters to employees as emergency service workers to schedule vaccine appointment.
<b>March 8, 2021</b>	Coordinated with SDCWA on CALFire vaccinations for OMWD employees.
<b>March 22, 2021</b>	Held a COVID Task Force Meeting.
<b>March 23, 2021</b>	Employees eligible to sign up for CALFire vaccinations.
<b>March 30, 2021</b>	Joined CSDA Coalition on COVID relief for Special Districts.
<b>April 15, 2021</b>	Held a COVID Task Force Meeting.
<b>April 19, 2021</b>	HR coordinated a COVID Wellness Challenge
<b>April 29, 2021</b>	Email to all employees about the path moving forward – removing the pod walls, vaccinated employee exposure requirements, targeted lobby re-opening, self-certification form, and meeting requirements, and reminded employees that mask wearing and social distancing is still required at OMWD subject to OSHA requirements.
<b>May 4, 2021</b>	Held a COVID Task Force Meeting.
<b>May 5, 2021</b>	Removed the Pod walls.
<b>May 10, 2021</b>	Reopened the front lobby.
<b>May 11, 2021</b>	Email to all employees about continued mask wearing until OSHA guidelines are updated, self-certification on Target Safety, and schedules starting late May/early June.
<b>June 9, 2021</b>	CALOSHA voted unanimously to withdraw the revisions approved on June 3 that are currently at OAL for review but have not yet become effective. CALOSHA will review the new mask guidance and bring any recommended revisions to the board. All OMWD precautions will remain in effect until the CALOSHA meeting and decision.
<b>June 9, 2021</b>	Held a COVID Task Force Meeting.
<b>June 15, 2021</b>	Email to all employees on the updated CalOSHA ruling – fully vaccinated employees do not have to wear masks, provide proof or self-attest, social distancing rules no longer apply, and N-95 masks are available for any employee who wants one. These revised regulations will be in effect for 210 days, unless they revisit it earlier in the event of a surge in statewide cases.
<b>June 22, 2021</b>	Email to all employees that the wellness facility may now be used at 50% capacity. If not vaccinated, you can use the facility, but must be masked.



## **Fiscal Impact**

Staff has reviewed all mission critical chemicals, supplies, parts, and inventory on hand and was instructed to order 120 days of mission critical supplies and chemicals to store here at OMWD. OMWD is using funds from Water and Wastewater Operating Reserves to pay for these expenditures, as water sales have been lower than projected through March 2020 due to weather conditions. Total expenditures in the categories of information technology, inventory, supplies, and customer service total \$321,839.14 as of the publishing of this memo. Of this amount, only \$123,951.95 represents special expenditures that would not have otherwise been incurred but for the COVID-19 pandemic. The remaining \$197,887.19 of expenditures represents parts, supplies, chemicals and materials that were ordered earlier than normal in order to have 5 to 6 months of supplies, materials, chemicals and parts on hand in case of lack of availability. The chart below reflects the COVID-19 expenditures incurred since March 12, 2020. OMWD submitted a Request for Public Assistant (RPA) to FEMA on September 18, 2020. OMWD has submitted for costs that were incurred outside of normal business practices to respond to the emergency, including additional overtime paid due to the isolation of employees in shifts. To date, OMWD's FEMA claim is still pending and we are awaiting direction as to what will be reimbursed. OMWD's FEMA representative indicated that the delay is due to the Presidential transition and that FEMA has been prioritizing vaccine projects.

### **COVID-19 Expenditures Incurred Since March 12, 2020**

<b>Item</b>	<b>Cost</b>	<b>Category</b>	<b>Note</b>
Laptops	30,605.96	Information Technology	15 laptops
Laptop backpacks	486.33	Information Technology	15 laptops
Zoom meetings	2,398.80	Information Technology	
Duo 2 FA	980.00	Information Technology	
Mitel IP Phone Licenses	1,290.00	Information Technology	
Jabra headsets	645.24	Information Technology	
Sonim phones	611.55	Information Technology	
Samsung phones w/ Case and Hotspot	2,171.00	Information Technology	



Wireless mice & misc. supplies	528.47	Information Technology	
Bluetooth keyboards & mice, headsets, and phone chargers	440.47	Information Technology	
Spray bottles for sanitizer	940.00	Supplies	
Hand soap	817.00	Supplies	
Gloves, Glycerol, Hydrogen Peroxide, Distilled Water, batteries, safety glasses, and stock up of other warehouse supplies	7,957.06	Supplies	Warehouse supplies for the next 5-6 months.
Pinesol disinfectant	459.00	Supplies	
Janitorial supplies – hand wipes, paper towels, trash bags, cleaner, hand soap, facial tissue, bleach, toilet paper, hand sanitizer, etc.	9,352.33	Supplies	Janitorial supplies for the next 5-6 months.
Dust masks (not N95)	322.71	Supplies	
Hand sanitizer packets	397.33	Supplies	
Propanol	515.23	Supplies	
Pacific Pipeline Supply- hydrants, gate valves, copper pipe, repair couplings, and various other inventory items	100,714.07	Inventory	Inventory restock for the next 5-6 months.
AquaMetric - meters	68,954.48	Inventory	Inventory restock for the next 5-6 months.
Hach - Laboratory supplies - reagents and other supplies (WTP)	4,738.00	Supplies	6 month supply
IDEXX - Laboratory supplies - BAC-T bottles (WTP)	315.08	Supplies	120 day supply
Nalco - Water treatment chemicals - 7768 polymer barrels, four 55 gallon drums (WTP)	5,053.83	Supplies	
Sterling Water Technologies - Water treatment chemicals - ACH coagulant 2,000 gallons to top off tank (WTP)	8,759.40	Supplies	



Traffic cones to block off street parking (EFRR)	385.21	Supplies	
Custom COVID-19 park closure signs (EFRR)	221.10	Supplies	
COVID-19 Safety of Your Water Postcard - printing and mailing	9,559.69	Customer Service	Quantity sent: 25,584 postcards
Hair Trigger LLC - Hand Sanitizer	15,015.63	Supplies	Qty. 55 - 5 gallon buckets
Masks, disinfectants, hand soap, DIY hand sanitizer supplies	1,921.24	Supplies	
Barricades (EFRR)	56.01	Supplies	
Hydrogen peroxide, propanol for DIY cleaners	922.48	Supplies	
Disposable gloves	556.19	Supplies	
N95 Masks	242.44	Supplies	
Masks for employees	1,293.50	Supplies	
Containers for hand sanitizer	53.17	Supplies	
Propanol	412.19	Supplies	
Disposable gloves	1,559.72	Supplies	
Reusable masks	118.01	Supplies	
Hydrogen peroxide for DIY cleaners	161.85	Supplies	
Disinfectants, hand sanitizer packets, reusable masks, spray bottles, disposable gloves	2,019.92	Supplies	
Fork/Spoon/knife dispensers	47.97	Supplies	
Hydrogen peroxide for DIY cleaners	107.90	Supplies	
Cleaning wipes	2,248.56	Supplies	
Reusable masks	1,787.86	Supplies	
Thermometers, batteries for thermometers, bins to hold	2,940.38	Supplies	



thermometers, bottles for hand sanitizer.			
Disinfecting wipes, hand sanitizer, cleaning supplies	1,694.39	Supplies	
Custom COVID-19 park signs (EFRR)	738.24	Supplies	
Disinfecting wipes, alcohol wipes	467.61	Supplies	
Washable Masks (Qty. 400)	1,869.61	Supplies	
N95 masks (Qty. 1,000)	5,710.75	Supplies	
N95 masks (Qty. 130), spray bottles, utensil dispensers, thermometers, touchless soap dispensers, reusable masks (Qty. 250), hand soap	6,959.25	Supplies	
Customer COVID-19 courtesy letters for past due accounts	1,546.51	Customer Service	
Touchless items for Building D including: touchless soap dispensers, touchless paper towel dispensers, hands-free trash cans,	1,656.20	Supplies	
Wall-mounted forehead thermometer (touchless)	109.90	Supplies	
Disposable masks (Qty. 950)	292.82	Supplies	
Disposable masks (Qty. 1,000), alcohol wipes (24 packs)	672.32	Supplies	
Thermometers (5), Surface disinfectant spray (49), alcohol wipes (24 packs).	704.70		
Surface disinfectant, alcohol wipes, disposable face masks	628.42	Supplies	
Materials for temporary walls to divide Building D into pods.	658.29	Supplies	
N95 Masks (Qty 300), disinfectant	1,384.34	Supplies	
Heating, Ventilation, and Air Conditioning (HVAC) Filters	3,868.00	Supplies	
Disposable masks (Qty. 1,500)	398.35	Supplies	



N95 masks (Qty. 80) and thermometers (Qty. 3)	177.76	Supplies	
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Category	Total
Information Technology	40,990.12
Inventory	169,668.55
Supplies	100,074.27
Customer Service	11,106.20
<b>Grand Total</b>	<b>321,839.14</b>

### Discussion

OMWD will continue to take proactive measures to stay ahead curve while keeping customers supplied with safe and reliable drinking water. Monthly COVID-19 emergency updates will continue at each subsequent board meeting until further notice. The district will continue our objectives to protect the health and safety of employees and customers; and ensure the continuity of business operations.

OMWD is proud to not have had a workplace outbreak nor any workplace transmission of COVID due to the proactive measures since February of 2020.



# Memo

**A**

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS  
PRESIDENT

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Any report will be oral at the time of the Board meeting.



# Memo

**B**

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS  
GENERAL MANAGER

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A written report will be distributed the week of the meeting; any oral report will be provided at the time of the Board Meeting.



July 14, 2021

Board of Directors  
Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, CA 92024

The following are brief highlights of the District's departmental operations for the month of  
**June 2021:**

<b>Operations &amp; Maintenance</b>	<b>Current Month</b>	<b>Last Month</b>
<b>DCMWTP Total Production</b>	726.4 million gallons	700.6 million gallons
<b>DCMWTP Average Daily Production</b>	24.2 million gallons	22.6 million gallons
<b>DCMWTP Peak Day Production</b>	28.6 million gallons	26 million gallons
<b>Source Water Blend (% State Project Water)</b>	2%	9%
<b>Total Deliveries to VWD</b>	272.52 acre feet 88.8 million gallons	340.3 acre feet 110.9 million gallons
<b>4S and Rancho Cielo Sewer Systems Total Inflow</b>	26.05 million gallons	24.0 million gallons
<b>4S and Rancho Cielo Sewer Systems Average Daily Inflow</b>	868,607 gallons	774,524 gallons
<b>4S and Rancho Cielo Sewer Systems Peak Day Inflow</b>	1,410,432 gallons	812,047 gallons
<b>4S and Rancho Cielo Sewer Systems Low Day Inflow</b>	670,949 gallons	716,843 gallons
<b>4SWRF Average Daily Production</b>	1,086,046 gallons	1,005,227 gallons
<b>4SWRF Peak Day Production</b>	1,341,745 gallons	2,149,104 gallons
<b>4SWRF Total to Recycled Water Distribution System</b>	32.5 million gallons	31.16 million gallons
<b>4S Recycled Water Storage Pond Volume</b>	17 acre feet	93 acre feet
<b>Repaired Potable Water Main Leak(s)</b>	0	1
<b>Repaired Potable Water Service Lateral Assembly Leak(s)</b>	6	3
<b>Repaired Recycled Water Main Leak(s)</b>	0	0
<b>Repaired Recycled Water Service Lateral Leak(s)</b>	0	0
<b>Repaired Hit Fire Hydrant Lateral Assembly Leak(s)</b>	0	0
<b>Replaced Valve(s) Monthly Total</b>	2	0
<b>Replaced Valve(s) Calendar Year To Date</b>	7	5
<b>Recycled Water Use Site Inspections &amp; Visits</b>	24	25
<b>Recycled Water Use Site Cross Connection Tests</b>	4	9
<b>Cross Connection Site Surveys</b>	1	1
<b>Backflow Inspections &amp; Testing (New)</b>	4	2
<b>IT Help Requests</b>	33	46
<b>Customer Services</b>	<b>Current Month</b>	<b>Last Month</b>
<b>Customer Calls and Inquiries</b>	1,239	885
<b>Total Monthly Bills Issued</b>	22,812	22,866
<b>Service Orders</b>	529	856
<b>New Potable Meters</b>	1	8
<b>New Fire Meters</b>	1	0



New Recycled Water Meters	0	0
AMI Troubleshooting Investigations	36	56
AMR Troubleshooting Investigations	37	56
Stopped/Underperforming Meters Replaced	41	47
MXUs Upgraded to AMI	0	394
Meter Accuracy Tests Performed	0	0
Water Use Evaluations	11	12
Water Use Violation Reports	2	7
Workshops, Events, and Tours	0	0
High-Efficiency Clothes Washer Rebates	11	8
Weather-Based Irrigation Controller Rebates	9	6
Hose Irrigation Controller Rebates	0	0
High-Efficiency Rotating Nozzle Rebates	1	1
High-Efficiency Toilet Rebates	0	2
Rain Barrel Rebates	1	2
Turf Removal Project Rebates	1	1
Social Media Posts	14	26
News Releases/Media Advisories	3	3
<b>EFRR</b>	<b>Current Month</b>	<b>Last Month</b>
Special Use/Event Permits	2	3
Parking Notices	95	204
Incident Reports	1	6
Vehicle Count	4,883	6,987
Trail Use Count	8,432	11,976
Days Closed Due to Rain/Red Flag/COVID-19	0	0
Days IC Open	12	8
Number of IC Visitors	168	105
Volunteer Trail Patrol Shifts	3	1
Volunteer Docent Hours	42	27
Total Number of Docents	62	62
<b>Finance</b>	<b>Current Month</b>	<b>Last Month</b>
Infosend Payments	9,634	9,423
OMWD Auto Debit Payments	2,618	2,640
CB&T Lockbox Payments	3,408	3,197
Over the Counter Payments	526	293
Check-free, Metavante and Chase	5,152	4,996
Paymentus (Credit Card) Payments	1,022	952
Finance Calls and walk-ins	70	63
Service Orders Processed	14	23
Service Orders Closed Out	4	4
Purchase Orders	13	10
Inventory Items Received	224	96
Payroll Direct Deposits Processed	223	230
Accounts Payable Checks	281	254



## **ENGINEERING DEPARTMENT**

### **Engineering Manager Jason Hubbard Highlights for June 2021:**

Warranty items continue to be addressed for the New and Remodeled Operations and Administration Facilities project by the contractor and as part of the final sign-off on the building permit, basin modification and other ancillary work has begun and will continue into July in order to close-out the City of Carlsbad permit obligations. The El Camino Real Pipeline Replacement and Green Bike Lane project contractor has continued restoration and punchlist items, experiencing some delays due to the continued evolving scope of work changes from the City of Encinitas at the City's request. All City slurry and striping work will be removed from the contract and be completed under a separate contract managed by the City of Encinitas at a later date. The 4S WRF Overflow Pond Landscape project contractor continued the extended maintenance period which will end June 30, 2021. Staff continues coordination with Caltrans and their contractor on work occurring at I-5 and Manchester Avenue which will have impacts to OMWD's upcoming Manchester Avenue Recycled Water Pipeline project, currently nearing design completion. A pre-bid meeting was held for the Manchester Potable Waterline Replacement project with an expected award in July. Design work continues on the Neighborhood 1 Sewer Pump Station Replacement Project. A kick-off meeting was held with the design consultant on the preliminary design of the Headworks Screening System Improvement project. Staff continues to review aerial drone pilot program data collected in April in anticipation of a report to the Facilities Committee this summer. A Landscape Maintenance Services RFP was released with proposals due in June and an agreement will be considered by the board in July. Staff continues to handle developer and other minor projects including fire hydrants, detector checks, water service laterals, etc. Work continues for the upcoming sale of the Peay parcel.

## **HUMAN RESOURCES DEPARTMENT**

### **Human Resources Manager Jennifer Joslin highlights for June 2021:**

Human Resources staff reviewed all completed annual performance reviews, prepared the compensation merit matrix, calculated merit increases, prepared personnel recommendation forms, and updated pay rates in the payroll system for all eligible employees. Coordinated the Grow Your Own (GYO) internal recruitment and interviews for the Administrative Analyst position. Conducted interviews for the vacant Financial Analyst I, Water Treatment Plant Operator III, Operations Supervisor (Construction), and Customer Service Representative I positions. Hosted a Better Way Committee meeting to review an employee nomination. Staff participated in OMWD's COVID Task Force meeting. Records staff processed multiple public records requests and coordinated multiple drop offs and retrievals from the offsite records storage. Safety staff facilitated a compliance inspection of the water treatment plant emergency generator with the Air Pollution Control District (APCD). Performed a worksite safety inspection of the Golem Reservoir Pump Station installation. Submitted the Emergency Response Plan certification statement to the Environmental Protection Agency (EPA). Coordinated CPR/AED training for 11 employees. Hosted the Safety Committee meeting.

## **OPERATIONS & MAINTENANCE**

### **Operations Manager Geoff Fulks highlights for June 2021:**

The liquid ammonium sulfate bulk tank system work has been completed at the Ammonia Feed



Injection Facility (AFIF). First bulk delivery is expected on July 11<sup>th</sup>. Water deliveries to Vallecitos Water District (VWD) will be nearing 4,000 AF for the year, which is a 500 AF increase. 4S Ranch Water Reclamation Facility staff re-lined three manholes in the 4S Ranch collection system and three manholes in the Rancho Cielo collection system. The six completed manholes required re-lining due to root intrusion and infiltration issues. System Operators completed the interior relining at the Zorro reservoir. The reservoir was sampled and is now back in service. Telemetry, Sys Ops and IT staff removed the Golem Pump Station and replaced it with a new Engineered Fluid, Inc. (EFI) skid mounted pump station. The new Golem Pump Station was commissioned on June 23<sup>rd</sup>. IT staff continues to update computers and provide security patches as needed. Operations staff continues to work with Customer Service and Engineering departments to complete the 2021 Division of Drinking Sanitary Survey which is due on July 28<sup>th</sup>. Participated in interviews for the Water Treatment Operator III position and recruitment for Utility III/II positions is in progress.

### **CUSTOMER SERVICES DEPARTMENT**

#### **Customer Services Manager John Carnegie highlights for June 2021:**

Provided departmental briefing for Director Meyers; renewed general liability, property, automobile, equipment, terrorism, excess, and cybersecurity insurance policies for Fiscal Year 2022; submitted to DWR OMWD's 2020 Urban Water Management Plan; participated in DWR's Standards, Methodologies, and Performance Measures Workgroup, ACWA's bi-monthly Water Use Efficiency meeting, MWD's Water Use Efficiency meeting, and SDCWA's Joint Public Information Committee meeting; concluded audit and recertification of all agricultural accounts; and submitted to WaterReuse Association an application for its Agency of the Year 2021 California Awards of Excellence program.

At EFRR, conducted daily sanitation of all restrooms and drinking fountains through June 15; provided a tour to Director Meyers; completed Goldspotted Oak Borer monitoring fieldwork in partnership with Escondido Creek Conservancy; completed interpretive center roof membrane replacement project; launched the Escondido Creek Conservancy's summer camp program; and assisted the County in performing water quality testing of Escondido Creek.

### **FINANCE DEPARTMENT**

#### **Finance Manager Rainy Selamat highlights for June 2021:**

Reviewed and discussed SDCWA Operating and Capital Budget and 2021 Cost of Service Study Report with GM Thorner; obtained approvals from the Finance Committee and the Board on proposed mid-term budget adjustments; completed annual review of capacity fees and presented options for discussion and consideration; prepared materials for capacity fee public hearing; worked with Human Resources to complete recruitment and hiring process for the vacant Financial Analyst I position; responded to Board's inquiries on District accounting and finances; completed annual pay for performance reviews; staff is working on fiscal year-end closing process and procedures (June 30, 2021); updated sewer rates and sewer billing information on the District's website and randomly tested sewer bills; had several discussions with the District's Municipal Advisors (Fieldman and Rolapp) on refunding and refinancing 2018 sewer bonds; staff assisted Customer Services department with grant claim and final grant reports; worked with CalPERS' actuary on fiscal year 2021 Additional Discretionary Payment; and responded to the District's auditors' (The Pun Group) inquiries during field interim audit.



### **ASSISTANT GENERAL MANAGER**

#### **The Assistant General Manager reports the following:**

Attended the SDCWA IRWM- Regional Advisory Committee Meeting; engaged in several onboarding meetings with Director Meyers; dedicated significant time to staff performance reviews; participated in several new-hire interviews; attended an off-site meeting with the Fairbanks Ranch HOA about the possibility of providing them with recycled water; engaged in the SDNEDC Board Meeting; participated in a virtual Safety Committee Meeting; trained and developed new staff; dedicated time to personnel matters, employee recruitment, claims management, and reviewing public records requests.

### **GENERAL MANAGER**

#### **The General Manager reports the following:**

General Manager Thorner participated in the CWA Member Agency Managers Meeting, attended the Member Agency Managers Only Meeting, met with SDCWA Board Chair, held a COVID Task Force Meeting, participated in three Special SDCWA Administrative and Finance Committee Meetings to discuss the SDCWA budget, participated in a WRCA Nominating Committee Meeting, attended the COWU Virtual Meeting, met with the City Manager of Encinitas, made significant efforts with General Counsel on several pending litigations and claims, participated in several new Director briefings from various OMWD departments, signed personnel recommendations for all employees pursuant to Annual Review Performance Program, held a Safety Committee Meeting, and dedicated significant time to personnel matters, reviewing public records requests, interviews, and reviewing legal matters.



# Memo

C

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS  
CONSULTING ENGINEER

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Any oral report will be provided at the time of the Board Meeting.



# Memo

D

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

GENERAL COUNSEL

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Any written report will be attached; any oral report will be provided at the time of the Board Meeting.





**TO:** Olivenhain Municipal Water District

**FROM:** Alfred Smith

**DATE:** July 14, 2021

**RE:** Attorney Report: Brown Act Update  
150152-0005

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**I. INTRODUCTION.**

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

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

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

**II. BACKGROUND.**

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

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



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

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

### **III. COURT'S ANALYSIS.**

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

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

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

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



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

#### **IV. CONCLUSION.**

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

AES



# Memo

E

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

SAN DIEGO COUNTY WATER AUTHORITY REPRESENTATIVE

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Any report will be oral at the time of the Board meeting.



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

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





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



# Memo

F

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS  
LEGISLATIVE REPORT

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Any written report will be attached; any oral report will be provided at the time of the Board Meeting.



**TO:** Olivenhain Municipal Water District  
**FROM:** Ashley Walker, Senior Policy Advisor, Nossaman LLP  
Jennifer Capitolo, Jennifer M. Capitolo and Associates LLC  
**DATE:** June 30, 2021  
**RE:** June Public Policy Report

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### **State Legislative Update:**

#### **State Budget:**

At the time this report was written, the Legislature passed a bill – SB 129 - that amended their own budget bill – SB 128 – that they passed a couple of weeks ago. Portions of the budget have been agreed upon between the Legislature and Governor. Yet, believe it or not, they are still negotiating some of the details of the budget and many of the issues will continue to be debated through budget trailer bills through the end of session, including the climate change / drought resilience package. As a reminder, the Legislative session ends on September 10, with a summer recess from mid-July to mid-August.

#### **Executive Orders:**

On June 11, the Governor announced that Executive Order N-42-40, the water discontinuation moratorium, will end on September 30, 2021. The Executive Order rolled back almost 90 percent of the COVID related Executive Orders at the end of June.

#### **Legislative Proposals:**

- **AB 339 (Lee): State and local government: open meetings.** Current law requires all meetings, as defined, of a house of the Legislature or a committee thereof to be open and public and requires all persons to be permitted to attend the meetings, except as specified. This bill would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or an internet-based service option that provides closed captioning services and requires both a call-in and an internet-based service option to be provided to the public.  
*District's position: Oppose.*  
*Status: In Senate Governance and Finance Committee.*
- **AB 361 (Rivas): Open meetings: local agencies: teleconferences.** Would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state or local emergency, as those terms are defined, when state or



local health officials have imposed or recommended measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote.

District's position: Support.

Status: In Senate Governance and Finance.

- **AB 377 (Rivas): Water quality: impaired waters.** Would require all California surface waters to attain applicable beneficial uses by January 1, 2050. The bill would require the state board and regional boards, when issuing an NPDES permit, a waste discharge requirement, or a waiver of a waste discharge requirement, to require that the discharge to surface water does not cause or contribute to an exceedance of an applicable water quality standard in receiving waters, and to not authorize the use of a best management practice permit term to authorize a discharge to surface water that causes or contributes to an exceedance of an applicable water quality standard in receiving waters.

District's position: Oppose.

Status: No longer moving through the legislative process in 2021.

- **AB 1434 (Friedman): Urban water use objectives: indoor residential water use.** The bill would establish, beginning January 1, 2023, until January 1, 2025, the standard for indoor residential water use as 48 gallons per capita daily. The bill would establish, beginning January 1, 2025, the standard as 44 gallons per capita daily and, beginning January 1, 2030, 40 gallons per capita daily. The bill would eliminate the requirement that the department, in coordination with the state board, conduct necessary studies and investigations and jointly recommend to the Legislature a standard for indoor residential water use.

District's position: Oppose.

Status: No longer moving through the legislative process in 2021.

- **AB 1500 (E. Garcia): Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.** Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,700,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs.

Recommended position: Work with the District's delegation and Legislature to ensure District priorities are included, and support.

Status: On hold, pending budget negotiations.

- **SB 45 (Portantino): Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022.** Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,510,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.



Recommended position: Work with the District's delegation and Legislature to ensure District priorities are included, and support.  
Status: On hold, pending budget negotiations.

- **SB 222 (Dodd): Water Affordability Assistance Program.** This bill would establish the Water Affordability Assistance Fund (Fund) in the State Treasury. The Fund would provide water affordability assistance for drinking water and wastewater services to low-income ratepayers and ratepayers who are experiencing economic hardship. Money in the Fund would be made available upon appropriation by the Legislature to the State Water Board for three purposes:
  1. Direct water bill assistance;
  2. Water bill credits to renters, individuals, or households that pay other amounts, fees, or charges related to residential water and wastewater service;
  3. Water crisis assistance;

District's position: Oppose Unless Amended.

Status: In Assembly Utilities and Energy Committee.

- **SB 223 (Dodd): Discontinuation of residential water service.** The bill would require the written policy on discontinuation of residential service for nonpayment to include an arrearage management plan, and, for those systems that provide water audits or have the capacity to do so, to include a free water audit offered to low-income households with water usage that is above the annual average volume usage of their customer class.

The bill would require the State Water Board to provide technical assistance to very small community water systems, to assist with compliance with these requirements and to establish a bridge loan program to assist very small community water systems that may suffer revenue loss or delayed collection while complying with these requirements. The bill would also require the State Water Board to develop a template for a written policy on discontinuation of residential service for nonpayment, on or before September 1, 2022, to aid very small community water systems in complying with the requirement to have a written policy on discontinuation of residential service for nonpayment.

This bill would revise the conditions under which urban and community water systems and very small community water systems are prohibited from discontinuing residential service for nonpayment. The bill would prohibit these systems from discontinuing residential service for nonpayment during a state or local emergency. The bill would prohibit these systems from discontinuing residential water service for nonpayment until a payment by a customer has been delinquent for at least 120, rather than 60, days and the total amount of the delinquency, exclusive of late charges and interest, is at least \$400. The bill would also prohibit these systems from discontinuing residential water service for nonpayment to a master-metered multifamily residence with at least 4 units or to a master-metered mobile home park.

Existing law requires an urban and community water system to impose specified fees for reconnection of service for customers with a household income below 200% of the federal poverty line. This bill would instead require an urban and community water



system and very small community water system to waive fees for disconnection and reconnection of service for those customers.

District's position: Oppose.

Status: No longer moving through the legislative process in 2021.

- **SB 323 (Caballero): Local government: water or sewer service: legal actions.** The bill provides public agency water and sewer service rates the same protections already afforded to fees and charges that fund other essential government services. It would allow water agencies more financial certainty by helping to prevent costly and time-consuming litigation challenging rates and charges years after they have been adopted and collected, while still ensuring that adopted rates and charges comply with Proposition 218 and other existing laws.

Recommended position: Support. Sponsored by ACWA.

Status: In Assembly Appropriations Committee.

## **WATER QUALITY UPDATE**

**SAFER Program** – The SAFER program is hosting a series of meetings this summer to educate interested parties about the SAFER program. The June 14 meeting was a workshop geared towards community engagement and provided an overview of the SAFER program with examples from community members.

**Revised Total Coliform Rule** – The Revised Total Coliform Rule (RTCR) was approved by the State Water Board and will go into effect on July 1, 2021. The revisions include the new Coliform Treatment Technique requirement replacing the Total Coliform MCL, and a new E.Coli MCL regulatory limit. The RTCR establishes a “find-and-fix” approach for investigating and correcting causes of coliform problems within water distribution systems.

**CrVI Draft MCL** – The publication of a Notice of Proposed Rulemaking for the hexavalent chromium MCL will likely be released in July of 2021, following the 2020 release and public comment period on the White Paper Discussion on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium Maximum Contaminant Level.

## **WATER USE EFFICIENCY/CONSERVATION UPDATE**

### **STATE WATER BOARD**

**Water Loss Performance Standards** – The State Water Board staff is continuing to solicit input and answer questions on their economic model, which calculates the water loss standards for each water supplier utility. Formal rulemaking continues to be scheduled to begin this fall but stakeholders can provide comments to the State Water Board at any time. An “Alternative Compliance Pathway”/“Offramp” for water suppliers with audit data that shows system leak loss at less than 16 gallons per connection is anticipated, but all utilities are encouraged to run the economic model with their agency-specific water loss data to see how that impacts the resulting standard. There continue to be significant technical and policy concerns identified by the water supplier coalition, and the American Water Works Association (AWWA) CA NV Water Loss Committee continues to lead advocacy efforts in this regard. AWWA CA NV is currently working with UC Davis Center for Water-Energy Efficiency (CWEE) to conduct an assessment of several economic models using California utility data to refine an



*economically optimal* leak loss modeling approach. CWEE has found that relative to such an economically optimal model, the SWRCB model would result in proposed water loss reductions that are on average too onerous and too costly, meaning many utilities would be required to spend more on managing leaks than the achieved benefit, while others would not be required to do enough. The findings of this assessment would be used to advocate for a revised SWRCB regulatory approach. AWWA CA NV is currently soliciting additional funding for this effort from water suppliers so that it can be completed in coming weeks.

Final water loss standards adopted by the State Water Board will require urban water suppliers (serving potable water to 3,000 or more connections or serving 3,000 or more acre feet of water) to meet individually calculated volumetric loss reduction targets by 2028. Compliance for some water suppliers may require significant and likely unattainable leak loss reductions (some of more than 80%).

Finally George Kunkel from Kunkel Water Efficiency Consulting is circulating a letter asking water suppliers to sign on in support including apparent losses and meter testing criteria in the water loss performance standard. CA NV AWWA Section has suggested that water suppliers NOT sign on to this letter. They believe that adding in an apparent loss component to the regulation will add more complexity to an already complex process and that apparent loss isn't an appropriate action for the State to take at this point in the regulation process.

**Water Conservation and Production Reports** – The State Water Board sent out an email reminding urban water suppliers that the Water Conservation and Production Reports are due on the 28<sup>th</sup> of each month. If your staff person for these report has changed, please update supplier reporter information on the DRINC portal.

## **DEPARTMENT OF WATER RESOURCES**

The Department of Water Resources (DWR) and State Water Board continue to implement the comprehensive water conservation and drought planning legislation of 2018, AB 1668 (Friedman) and SB 606 (Hertzberg).

**Indoor Water Use Study** – DWR and the State Water Board jointly released the Indoor Residential Water Use Study and the proposed recommendation for reducing the indoor water use standard from 52.5 to 47 gpcd in 2025, and further lowering it from 50 to 42 gpcd in 2030. Water association coalition members continue to be concerned that these lower standards are not technically feasible, not locally cost effective, will have adverse impacts on water affordability, and wastewater operations, strand assets, and be an unfunded mandate. Association of California Water Agencies and California Municipal Utilities Association continue to express significant opposition to the recommendation and requested that it be withdrawn before the report is submitted to the Legislature.

Indoor water use standards will be the subject of rulemaking by the State Water Board later this fall and will be used with other standards to set the overall water use target for each urban water supplier.

**Residential Landscape Area Measurement (LAM) and Outdoor Irrigation Standard** – DWR continues to accept corrections and other technical input on water supplier LAM reports until June 30, 2021 with the reports now expected to be finalized in August. The



water association coalition partners to continue to resolve technical and policy matters associated with how these reports will be used to calculate individual water supplier outdoor irrigation standards. The draft Residential Outdoor Water Use Standard Analytics Summary was released on June 30 and was discussed at a meeting of the Workgroup, also held on June 30.

**Commercial, Industrial and Institutional (CII) Irrigation Standard and Performance Measures** – DWR's Water Use Studies CII and Dedicated Meters Standard Work Group met on May 24 to continue its development of a water use standard for CII outdoor landscape areas irrigated with dedicated meters, and report progress on development of the CII classification and performance measures. The next meeting of this work group was scheduled for June 28. The resulting standards will become part of DWR's recommendations for urban water use objectives, standards, methodologies, and performance measures, which are to be submitted to the State Water Board by October 1, 2021. The final standard adopted by the State Water Board will be used to set the overall water use target for each urban water supplier.





**Olivenhain Legislative Report 2021-22  
Report as of 6/30/2021**

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**Oppose Unless Amended**

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**AB 339 (Lee D) Local government: open and public meetings.**

**Last Amend:** 6/25/2021

**Status:** 6/25/2021-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on GOV. & F.

**Location:** 6/16/2021-S. GOV. & F.

**Calendar:**

7/1/2021 Upon adjournment of Agriculture Committee - Room

3191 SENATE GOVERNANCE AND FINANCE, MCGUIRE, Chair

7/13/2021 1:30 p.m. - Senate Chamber SENATE JUDICIARY, UMBERG, Chair

**Summary:** The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Under existing law, a member of the legislative body who attends a meeting where action is taken in violation of this provision, with the intent to deprive the public of information that the member knows the public is entitled to, is guilty of a crime. This bill would require local agencies to conduct meetings subject to the act consistent with applicable state and federal civil rights laws, as specified.

**Position**

Oppose Unless  
Amended

**SB 222 (Dodd D) Water Rate Assistance Program.**

**Last Amend:** 6/17/2021

**Status:** 6/17/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on U. & E.

**Location:** 6/16/2021-A. U. & E.

**Calendar:** 6/30/2021 1:30 p.m. - State Capitol, Assembly Chamber ASSEMBLY UTILITIES AND ENERGY, HOLDEN, Chair

**Summary:** This bill would establish the Water Rate Assistance Fund in the State Treasury to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. The bill would require the Department of Community Services and Development to develop and administer the Water Rate Assistance Program established by the bill.

**Position**

Oppose Unless  
Amended

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**Support**

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**AB 361 (Rivas, Robert D) Open meetings: local agencies: teleconferences.**

**Last Amend:** 5/10/2021

**Status:** 5/27/2021-Referred to Coms. on GOV. & F. and JUD.

**Location:** 5/27/2021-S. GOV. & F.

**Calendar:**

7/1/2021 Upon adjournment of Agriculture Committee - Room

3191 SENATE GOVERNANCE AND FINANCE, MCGUIRE, Chair

7/13/2021 1:30 p.m. - Senate Chamber SENATE JUDICIARY, UMBERG, Chair

**Summary:** Would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state of emergency or local emergency, as those terms are defined, when state or local health officials have imposed or recommended measures to promote social distancing, and during a declared local emergency provided the legislative body determines, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.

**Position**

Support

**Notes:**

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**AB 1 (Garcia, Cristina D) Hazardous waste.**

**Status:** 6/9/2021-Referred to Coms. on E.Q. and JUD.

**Location:** 6/9/2021-S. E.Q.

**Summary:** Would create the Board of Environmental Safety in the California Environmental Protection Agency. The bill would provide requirements for the membership of the board and would require the board to conduct no less than 6 public meetings per year. The bill would provide for the duties of the board, which would include, among others, reviewing specified policies, processes, and programs within the hazardous waste control laws; proposing statutory, regulatory, and policy changes; and hearing and deciding appeals of hazardous waste facility permit decisions and certain financial assurance decisions.

**Position**

**AB 8 (Smith R) Unemployment benefits: direct deposit.**

**Status:** 1/11/2021-Referred to Com. on INS.

**Location:** 1/11/2021-A. INS.

**Summary:** Current law requires unemployment compensation benefits that are directly deposited to an account of the recipient's choice to be deposited to a qualifying account. Current law defines "qualifying account" for these purposes to mean a demand deposit or savings account at an insured financial institution in the name of the person entitled to receipt of public assistance payments or a prepaid card account that meets certain requirements, including that the prepaid card account may not be attached to any credit or overdraft feature that is automatically repaid from the account after delivery of the payment. This bill would, by July 1, 2021, provide that the recipient of the unemployment compensation benefits has the right to choose whether the benefits payments are directly deposited into a qualifying account or applied to a prepaid debit card.

**Position**



**AB 9**

**(Wood D) Fire safety: wildfires: fire adapted communities.**

**Last Amend:** 4/19/2021

**Status:** 6/9/2021-Referred to Com. on N.R. & W.

**Location:** 6/9/2021-S. N.R. & W.

**Calendar:** 7/8/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** Would establish in the Department of Conservation the Regional Forest and Fire Capacity Program to support regional leadership to build local and regional capacity and develop, prioritize, and implement strategies and projects that create fire adapted communities and landscapes by improving watershed health, forest health, community wildfire preparedness, and fire resilience. The bill would require, among other things, the department to, upon an appropriation by the Legislature, provide block grants to regional entities, as defined, to develop regional strategies that develop governance structures, identify wildfire risks, foster collaboration, and prioritize and implement projects within the region to achieve the goals of the program.

**Position**

**AB 19**

**(Santiago D) Unemployment insurance compensation: COVID-19 pandemic: temporary benefits.**

**Status:** 1/11/2021-Referred to Com. on INS.

**Location:** 1/11/2021-A. INS.

**Summary:** The federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) temporarily provides for expanded unemployment benefits through the federal Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC) provisions of the CARES Act. This bill would require the Employment Development Department to provide, until July 1, 2022, following the termination of assistance pursuant to PUA and PEUC or any other federal or state supplemental unemployment compensation payments for unemployment due to the COVID-19 pandemic, in addition to an individual's weekly benefit amount as otherwise provided for by existing unemployment compensation law, unemployment compensation benefits equivalent to the terminated federal or state supplemental unemployment compensation payments for the remainder of the duration of time the individual is unemployed due to the COVID-19 pandemic, notwithstanding the weekly benefit cap. The bill would prohibit any unemployment compensation benefits authorized by the bill from being charged against the reserve account of any employer.

**Position**

**AB 24**

**(Waldron R) Unemployment insurance: benefit determination deadlines.**

**Status:** 4/29/2021-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 1/11/2021-A. INS.

**Summary:** Current law establishes procedures for the filing, determination, and payment of benefit claims, and those benefits are payable from the Unemployment Fund. Current law requires the department to promptly pay benefits if it finds the claimant is eligible and to promptly deny benefits if it finds the claimant is ineligible for benefits. Current law requires the department to consider facts submitted by an employer in making this determination and also provides for the department to audit claims, as specified. Existing law provides a procedure for a claimant or a base employer to challenge a determination of the computation or recomputation of the benefits. This bill would require the department to provide a claimant with a



notification of the computation used to determine their benefits within 30 days of the receipt of the claim and to respond to a challenge by the claimant or the base employer based on the computation or recomputation of benefits within 15 days of the receipt of the protest, except as specified.

**Position**

**AB 36 (Gallagher R) Design-build contracting: Town of Paradise**

**Status:** 6/17/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (June 17). Re-referred to Com. on APPR.

**Location:** 6/17/2021-S. APPR.

**Calendar:** 7/5/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** Would authorize the Paradise Irrigation District to use the design-build contracting process to award a contract for a water conveyance pipeline from the Town of Paradise to the City of Chico. The bill would authorize the Town of Paradise to use the design-build contracting process to provide for the provision of sewer treatment to the Town of Paradise, including for infrastructure connecting the Town of Paradise to an existing treatment facility.

**Position**

**AB 78 (O'Donnell D) San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy: territory: Dominguez Channel watershed and Santa Catalina Island.**

**Status:** 6/29/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (June 29). Re-referred to Com. on APPR.

**Location:** 6/29/2021-S. APPR.

**Summary:** Current law establishes the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in the Natural Resources Agency and prescribes the functions and duties of the conservancy with regard to the protection, preservation, and enhancement of specified areas of the Counties of Los Angeles and Orange located along the San Gabriel River and the lower Los Angeles River and tributaries along those rivers. Current law, for purposes of those provisions, defines "territory" to mean the territory of the conservancy that consists of those portions of the Counties of Los Angeles and Orange located within the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, and the San Gabriel Mountains, as described. This bill would additionally include the Dominguez Channel watershed and Santa Catalina Island, as described, within that definition of territory, and would make various related changes to the boundaries of that territory.

**Position**

**AB 79 (Committee on Budget) Budget Act of 2020.**

**Last Amend:** 4/8/2021

**Status:** 5/18/2021-Re-referred to Com. on B. & F.R.

**Location:** 5/18/2021-S. BUDGET & F.R.

**Summary:** The Budget Act of 2020 made appropriations for the support of state government for the 2020-21 fiscal year. This bill would amend the Budget Act of 2020 by amending and adding items of appropriation and making other changes. This bill would declare that it is to take effect immediately as a Budget Bill.

**Position**



**AB 84 (Committee on Budget) Employment: rehiring and retention: displaced workers.**

**Last Amend:** 4/8/2021

**Status:** 5/18/2021-Re-referred to Com. on B. & F.R.

**Location:** 5/18/2021-S. BUDGET & F.R.

**Summary:** Would, until December 31, 2024, require an employer, as defined, to offer its laid-off employees specified information about job positions that become available for which the laid-off employees are qualified, and to offer positions to those laid-off employees based on a preference system, in accordance with specified timelines and procedures. The bill would define the term "laid-off employee" to mean any employee who was employed by the employer for 6 months or more in the 12 months preceding January 1, 2020, and whose most recent separation from active service was due to a reason related to the COVID-19 pandemic, including a public health directive, government shutdown order, lack of business, a reduction in force, or other economic, nondisciplinary reason related to the COVID-19 pandemic. The bill would require an employer to keep records for 3 years, including records of communications regarding the offers.

**Position**

**AB 87 (Committee on Budget) Juvenile Justice.**

**Last Amend:** 4/26/2021

**Status:** 5/18/2021-Re-referred to Com. on B. & F.R.

**Location:** 5/18/2021-S. BUDGET & F.R.

**Summary:** Current law establishes the Division of Juvenile Justice within the Department of Corrections and Rehabilitation to operate facilities to house specified juvenile offenders. Current law, commencing July 1, 2021, prohibits further commitment of wards to the Division of Juvenile Justice unless the ward is otherwise eligible to be committed to the division and a motion was filed to transfer the ward from the juvenile court to a court of criminal jurisdiction. Current law requires that all wards committed to the division prior to July 1, 2021, remain within the custody of the division until the ward is discharged, released, or transferred. This bill would require a court to consider, as an alternative to commitment to the Division of Juvenile Justice, placement in local programs established as a result of the realignment of wards from the Division of Juvenile Justice to county-based custody.

**Position**

**AB 100 (Holden D) Drinking water: endpoint devices: lead content.**

**Last Amend:** 6/24/2021

**Status:** 6/24/2021-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on E.Q.

**Location:** 6/9/2021-S. E.Q.

**Calendar:** 7/7/2021 Upon adjournment of Education Committee - John L. Burton Hearing Room (4203) SENATE ENVIRONMENTAL QUALITY, ALLEN, Chair

**Summary:** The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law prohibits, with certain exceptions, the use of any pipe, pipe or plumbing fitting or fixture, solder, or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing water for human consumption. Current law defines "lead free" for purposes of conveying or dispensing water for human consumption to mean not more than 0.2% lead when used with respect to solder and flux and not more than a weighted average of 0.25% lead when used with respect to the wetted surfaces of pipes and pipe fittings, plumbing fittings, and fixtures. This bill would, commencing January 1, 2023, prohibit a person from manufacturing, and offering for sale in the state, an



endpoint device, as defined, that does not meet a certain lead leaching standard. The bill would, commencing July 1, 2023, prohibit a person from introducing into commerce or offering for sale in the state an endpoint device that does not meet that lead leaching standard.

**Position**

**AB 125 (Rivas, Robert D) Equitable Economic Recovery, Healthy Food Access, Climate Resilient Farms, and Worker Protection Bond Act of 2022.**

**Last Amend:** 4/12/2021

**Status:** 4/15/2021-From committee: Do pass and re-refer to Com. on NAT. RES. (Ayes 10. Noes 0.) (April 15). Re-referred to Com. on NAT. RES.

**Location:** 4/15/2021-A. NAT. RES.

**Summary:** Would enact the Equitable Economic Recovery, Healthy Food Access, Climate Resilient Farms, and Worker Protection Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$3,302,000,000 pursuant to the State General Obligation Bond Law, to finance programs related to, among other things, agricultural lands, food and fiber infrastructure, climate resilience, agricultural professionals, including farmers, ranchers, and farmworkers, workforce development and training, air quality, tribes, disadvantaged communities, nutrition, food aid, meat processing facilities, fishing facilities, and fairgrounds.

**Position**

**AB 131 (Committee on Budget) Budget Act of 2021.**

**Last Amend:** 2/18/2021

**Status:** 6/28/2021-Joint Rule 62(a), file notice suspended. (Ayes 31. Noes 9.)

**Location:** 3/11/2021-S. BUDGET & F.R.

**Summary:** This bill would express the intent of the Legislature to enact statutory changes, relating to the Budget Act of 2021.

**Position**

**AB 132 (Committee on Budget) Budget Act of 2021.**

**Last Amend:** 2/18/2021

**Status:** 6/28/2021-Joint Rule 62(a), file notice suspended. (Ayes 31. Noes 9.)

**Location:** 3/11/2021-S. BUDGET & F.R.

**Summary:** This bill would express the intent of the Legislature to enact statutory changes, relating to the Budget Act of 2021.

**Position**

**AB 133 (Committee on Budget) Health.**

**Last Amend:** 6/27/2021

**Status:** 6/28/2021-Joint Rule 62(a), file notice suspended. (Ayes 31. Noes 9.)

**Location:** 3/11/2021-S. BUDGET & F.R.

**Calendar:** 6/30/2021 1:30 p.m. - Senate Chamber SENATE BUDGET AND FISCAL REVIEW, SKINNER, Chair

**Summary:** Would rename the Office of Statewide Health Planning and Development as the Department of Health Care Access and Information. The bill would repeal numerous duties and programs currently carried out by the OSHPD, including, among others, rural health care transition oversight, the Steven M. Thompson Medical School Scholarship Program, and the Postsurgical Care Demonstration Project.



### Position

**AB 252 (Rivas, Robert D) Department of Conservation: Multibenefit Land Repurposing Incentive Program: Williamson Act: compatible uses: contracts.**

**Last Amend:** 6/21/2021

**Status:** 6/21/2021-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on N.R. & W.

**Location:** 6/16/2021-S. N.R. & W.

**Calendar:** 7/8/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** Would require the Department of Conservation, in coordination with the Department of Food Agriculture and other relevant state agencies, to establish and administer a program named the Multibenefit Land Repurposing Incentive Program for purposes of providing grants to groundwater sustainability agencies or counties, or other specified entities designated by groundwater sustainability agencies or counties, for the development or implementation of local programs supporting or facilitating multibenefit land repurposing at the basin scale. The bill would establish procedures for the Department of Conservation's administration of the program and would require the Department of Conservation to develop guidelines to implement the program and to exercise its expertise and discretion in awarding program funds to eligible applicants, as provided.

### Position

**AB 267 (Valladares R) California Environmental Quality Act: exemption: prescribed fire, thinning, and fuel reduction projects.**

**Last Amend:** 6/2/2021

**Status:** 6/21/2021-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 5/12/2021-S. N.R. & W.

**Summary:** Current law, until January 1, 2023, exempts from the requirements of CEQA prescribed fire, thinning, or fuel reduction projects undertaken on federal lands to reduce the risk of high-severity wildfire that have been reviewed under the federal National Environmental Policy Act of 1969, as provided. Current law requires the Department of Forestry and Fire Protection, beginning December 31, 2019, and annually thereafter until January 1, 2023, to report to the relevant policy committees of the Legislature the number of times the exemption was used. This bill would extend the exemption from CEQA and the requirement on the department to report to the relevant policy committees of the Legislature to January 1, 2026.

### Position

**AB 271 (Rivas, Robert D) Santa Clara Valley Water District: contracts: best value procurement.**

**Last Amend:** 4/5/2021

**Status:** 6/24/2021-Read third time. Passed. Ordered to the Assembly. (Ayes 39. Noes 0.). In Assembly. Ordered to Engrossing and Enrolling.

**Location:** 6/24/2021-A. ENROLLMENT

**Summary:** Current law authorizes certain local entities to select a bidder for a contract on the basis of "best value," as defined. Existing law governs various types of contract procedures applicable to the Santa Clara Valley Water District and prescribes competitive bidding procedures for any improvement or unit of work over \$50,000. This bill would authorize the district, upon approval by the board of directors of the district, to award contracts on a best value basis for any work of the Anderson



Dam project, defined to include prescribed activities and works of construction with regard to the Leroy Anderson Dam and Reservoir and certain fish and aquatic habitat measures described in a federal-state settlement agreement.

**Position**

**AB 297 (Gallagher R) Fire prevention.**

**Last Amend:** 4/21/2021

**Status:** 4/22/2021-Re-referred to Com. on NAT. RES.

**Location:** 2/12/2021-A. NAT. RES.

**Summary:** Would continuously appropriate \$480,000,000 and \$20,000,000 to the Department of Forestry and Fire Prevention and the California Conservation Corps, respectively, for fire prevention activities, as provided.

**Position**

**AB 304 (Quirk D) Contaminated sites: waste releases or surface or groundwater contamination: local oversight: remedial actions.**

**Last Amend:** 5/28/2021

**Status:** 6/17/2021-In committee: Hearing postponed by committee.

**Location:** 6/14/2021-S. APPR.

**Calendar:** 7/5/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** Whenever a release of waste occurs and remedial action is required, current law authorizes a responsible party, as defined, to request that a local officer supervise the remedial action. Current law authorizes a local officer to agree to supervise the remedial action if the local officer determines that certain conditions have been met. Current law requires that remedial action to be carried out only pursuant to a remedial action agreement, which includes specified elements, entered into by the local officer and the responsible party, and authorizes the local officer to withdraw from the agreement, after giving the responsible party adequate notice, at any time after making specified findings. Current law requires a local officer to provide written notification that includes specified information to the Department of Toxic Substances Control and the appropriate regional water quality control board at least 10 working days before entering into a remedial action agreement with a responsible party. This bill would authorize a responsible party to request the local officer to oversee a remedial investigation, as defined, or a remedial action, as defined, or both, only if the release of waste is not being overseen by the department or a regional water quality control board.

**Position**

**AB 315 (Stone D) Voluntary stream restoration property owner liability: indemnification.**

**Last Amend:** 4/21/2021

**Status:** 6/29/2021-From committee: Do pass and re-refer to Com. on JUD. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 29). Re-referred to Com. on JUD.

**Location:** 6/29/2021-S. JUD.

**Calendar:** 7/6/2021 1:30 p.m. - Senate Chamber SENATE JUDICIARY, UMBERG, Chair

**Summary:** Current law authorizes a habitat restoration or enhancement project proponent to submit a written request for approval of the project to the Director of Fish and Wildlife. Current law requires the director to approve the project if the written request includes certain information, as specified, and provides for an



alternate authorization process by the State Water Resources Control Board. This bill would require the state to indemnify and hold harmless a property owner who voluntarily allows their property to be used for such a project to restore fish and wildlife habitat from civil liability for property damage or personal injury resulting from the project if the project meets specified requirements, including that the project is funded, at least in part, by a state or federal agency whose mission includes restoring habitat for native fish and wildlife, and the liability arises from, and the property owner or any person or entity retained by the property owner does not perform, the construction, design specifications, surveying, planning, supervision, testing, or observation of construction related to the project to restore fish and wildlife habitat.

**Position**

**AB 322 (Salas D) Energy: Electric Program Investment Charge program: biomass.**

**Last Amend:** 6/24/2021

**Status:** 6/24/2021-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on E., U. & C.

**Location:** 6/3/2021-S. E. U., & C.

**Calendar:** 7/5/2021 Upon adjournment of Session - Senate Chamber SENATE ENERGY, UTILITIES AND COMMUNICATIONS, HUESO, Chair

**Summary:** Current law creates in the State Treasury the Electric Program Investment Charge Fund to be administered by the State Energy Resources Conservation and Development Commission and requires the PUC to forward to the Energy Commission, at least quarterly, moneys for those EPIC programs the PUC has determined should be administered by the Energy Commission for deposit in the fund. Current law requires the Energy Commission, in administering moneys in the fund for research, development, and demonstration programs, to develop and implement the EPIC program for the purpose of awarding funds to projects that may lead to technological advancement and breakthroughs to overcome barriers that prevent the achievement of the state's statutory energy goals and that may result in a portfolio of projects that are strategically focused and sufficiently narrow to make advancement on the most significant technological challenges. Current law, until January 1, 2023, requires the Energy Commission to expend certain percentages of the moneys appropriated from the fund for technology demonstration and deployment at sites that benefit certain communities. This bill would require the Energy Commission to consider, in the investment planning process for the EPIC program, funding for eligible biomass conversion to energy projects, as specified.

**Position**

**AB 350 (Villapudua D) Agriculture: Cannella Environmental Farming Act of 1995: technical assistance grant program: groundwater conservation planning.**

**Last Amend:** 6/1/2021

**Status:** 6/16/2021-Referred to Com. on AGRI.

**Location:** 6/16/2021-S. AGRI.

**Calendar:** 7/1/2021 Upon adjournment of Session - Room 3191 SENATE AGRICULTURE, BORGEAS, Chair

**Summary:** Would require, upon an appropriation of funds, the Department of Food and Agriculture to establish and administer a 3-year grant program to fund technical assistance to support landowners located in a critically overdrafted basin, as defined, in reaching water use reduction goals established pursuant to the Sustainable Groundwater Management Act. The bill would require the department, in its development of the grant program, to establish various criteria, guidelines, restrictions, processes, and regulations for the qualification and administration of



grants to technical assistance providers, as specified. The bill would authorize the department to use specified guidelines to administer this program. The bill would require the grant program to fund no more than one technical assistance provider in each critically overdrafted basin. The bill would require the department to ensure that at least 25% of the grant program funds are used to provide technical assistance to socially disadvantaged farmers and ranchers, as defined.

**Position**

**AB 418 (Valladares R) Emergency services: grant program.**

**Last Amend:** 5/24/2021

**Status:** 6/22/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 15. Noes 0.) (June 22). Re-referred to Com. on APPR.

**Location:** 6/22/2021-S. APPR.

**Calendar:** 7/5/2021 9 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** Would establish the Community Power Resiliency Program (program), to be administered by the Office of Emergency Services, to support local governments' efforts to improve resiliency in response to power outage events, as provided. The bill would require the office to allocate funds, pursuant to an appropriation by the Legislature, to local governments, special districts, and tribes for various purposes relating to power resiliency, and would require certain entities, in order to be eligible for funding, to either describe the portion of their emergency plan that includes power outages or confirm that power outages will be included when the entity revises any portion of their emergency plan.

**Position**

**AB 442 (Mayes I) Surface Mining and Reclamation Act of 1975: exemption: Metropolitan Water District of Southern California: single master reclamation plan.**

**Last Amend:** 5/19/2021

**Status:** 6/9/2021-Referred to Com. on N.R. & W.

**Location:** 6/9/2021-S. N.R. & W.

**Calendar:** 7/8/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** The Surface Mining and Reclamation Act of 1975 exempts certain activities from the provisions of the act, including, among others, emergency excavations or grading conducted by the Department of Water Resources or the Central Valley Flood Protection Board for the specified purposes; surface mining operations conducted on lands owned or leased, or upon which easements or rights-of-way have been obtained, by the Department of Water Resources for the purpose of the State Water Resources Development System or flood control; and surface mining operations on lands owned or leased, or upon which easements or rights-of-way have been obtained, by the Central Valley Flood Protection Board for the purpose of flood control. This bill would additionally exempt from the provisions of the act emergency excavations or grading conducted by the Metropolitan Water District of Southern California (MWD) for its own operations and infrastructure for specified purposes.

**Position**

**AB 602 (Grayson D) Development fees: impact fee nexus study.**

**Last Amend:** 5/4/2021

**Status:** 6/17/2021-In committee: Hearing postponed by committee.

**Location:** 6/9/2021-S. GOV. & F.



**Calendar:** 7/1/2021 Upon adjournment of Agriculture Committee - Room 3191 SENATE GOVERNANCE AND FINANCE, MCGUIRE, Chair

**Summary:** Current law requires a city, county, or special district that has an internet website to make available on its internet website certain information, as applicable, including its current schedule of fees and exactions. This bill, among other things, would require, on and after January 1, 2022, a city, county, or special district that conducts an impact fee nexus study to follow specific standards and practices, including, but not limited to, (1) that prior to the adoption of an associated development fee, an impact fee nexus study be adopted, (2) that the study identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is necessary, and (3) if the study is adopted after July 1, 2022, either calculate a fee levied or imposed on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage is not an appropriate metric to calculate the fees.

**Position**

**AB 642 (Friedman D) Wildfires.**

**Last Amend:** 6/14/2021

**Status:** 6/29/2021-From committee: Amend, and do pass as amended and re-refer to Com. on G.O. (Ayes 9. Noes 0.) (June 29).

**Location:** 6/29/2021-S. G.O.

**Calendar:**

7/6/2021 9 a.m. - Senate Chambers SENATE GOVERNMENTAL ORGANIZATION, DODD, Chair

7/1/2021 #12 SENATE ASSEMBLY BILLS - SECOND READING FILE

**Summary:** Would require the Director of Forestry and Fire Protection to identify areas in the state as moderate and high fire hazard severity zones. The bill would additionally require the director classify areas into fire hazard severity zones based on additional factors, including possible lightning-caused ignition. The bill would require a local agency, within 30 days of receiving a transmittal from the director that identifies fire hazard severity zones, to make the information available for public comment. Because the bill would impose additional duties on local agencies, this bill would impose a state-mandated local program.

**Position**

**AB 648 (Fong R) Greenhouse Gas Reduction Fund: healthy forest and fire prevention: appropriation.**

**Status:** 2/25/2021-Referred to Com. on NAT. RES.

**Location:** 2/25/2021-A. NAT. RES.

**Summary:** Would continuously appropriate, beginning in the 2021–22 fiscal year and ending in the 2028–29 fiscal year, \$200,000,000 of the annual proceeds from the Greenhouse Gas Reduction Fund to the Department of Forestry and Fire Protection for (1) healthy forest and fire prevention programs and projects that improve forest health and reduce greenhouse gas emissions caused by uncontrolled wildfires and (2) prescribed fire and other fuel reduction projects through proven forestry practices consistent with the recommendations of the California Forest Carbon Plan, including the operation of year-round prescribed fire crews and implementation of a research and monitoring program for climate change adaptation.

**Position**

**AB 652 (Friedman D) Product safety: juvenile products: chemicals: perfluoroalkyl and polyfluoroalkyl substances.**



**Last Amend:** 6/23/2021

**Status:** 6/23/2021-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on E.Q.

**Location:** 6/3/2021-S. E.Q.

**Calendar:** 7/7/2021 Upon adjournment of Education Committee - John L. Burton Hearing Room (4203) SENATE ENVIRONMENTAL QUALITY, ALLEN, Chair

**Summary:** Would, on and after July 1, 2023, prohibit a person, including a manufacturer, from selling or distributing in commerce in this state any new, not previously owned, juvenile product, as defined, that contains intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS), as defined. The bill would require a manufacturer to use the least toxic alternative when replacing PFAS chemicals in a juvenile product.

**Position**

**AB 692 (Waldron R) Lake Wohlford Dam: grant funding: liquidation.**

**Last Amend:** 5/25/2021

**Status:** 6/9/2021-Referred to Com. on N.R. & W.

**Location:** 6/9/2021-S. N.R. & W.

**Calendar:** 7/8/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** The Disaster Preparedness and Flood Prevention Bond Act of 2006, approved by the voters as Proposition 1E at the November 7, 2006, statewide general election, authorizes the issuance of bonds in the amount of \$4,090,000,000 for the purposes of financing disaster preparedness and flood prevention projects. The act makes \$300,000,000 of that amount available, upon appropriation to the Department of Water Resources, for grants for stormwater flood management projects, as specified. Current law appropriates \$300,000,000 to the department for those purposes and requires those funds to be available for encumbrance until June 30, 2020, and for liquidation until June 30, 2023. This bill would instead make those funds that were appropriated to the department and allocated to the City of Escondido for use on the Lake Wohlford Dam project available for liquidation until June 30, 2028, if the City of Escondido uses a skilled and trained workforce for the Lake Wohlford Dam project.

**Position**

**AB 697 (Chau D) Forest resources: national forest lands: Good Neighbor Authority Fund: ecological restoration and fire resiliency projects.**

**Last Amend:** 6/17/2021

**Status:** 6/17/2021-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on N.R. & W.

**Location:** 6/9/2021-S. N.R. & W.

**Calendar:** 7/13/2021 9 a.m. - John L. Burton Hearing Room (4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** Would reorganize the law relating to the State Treasury the Good Neighbor Authority Fund. The bill would require the Secretary of the Natural Resources Agency, under an agreement between the state and the federal government, to establish a program for purposes of conducting ecological restoration and fire resiliency projects on national forest lands, with priority given to forest restoration and fuels reduction projects that are landscape scale, focused on ecological restoration and based on the best available science, emphasize the use of prescribed fire, and include community fire protection and protection of water infrastructure and other infrastructure as important goals, as provided.



### Position

**AB 712 (Calderon D) Local Agency Public Construction Act: change orders: County of Los Angeles.**

**Last Amend:** 6/10/2021

**Status:** 6/28/2021-Senate amendments concurred in. To Engrossing and Enrolling.

**Location:** 6/28/2021-A. ENROLLMENT

**Summary:** The Local Agency Public Construction Act regulates contracting by local agencies, including counties and special districts. The act, for a county, imposes a \$5,000 cap when the total amount of the original contract does not exceed \$50,000. For any original contract that exceeds \$50,000, but does not exceed \$250,000, the cap is 10% of the amount of the original contract. For contracts whose original cost exceeds \$250,000, the cap is \$25,000 plus 5% of the amount of the original contract cost in excess of \$250,000, and prohibits a change or alteration cost from exceeding \$210,000. This bill would authorize the County of Los Angeles to add a new change order cap of \$400,000 for contracts whose original cost exceeds \$25,000,000 and of \$750,000 for contracts whose original cost exceeds \$50,000,000, both of which would be adjusted annually to reflect the percentage change in the California Consumer Price Index.

### Position

**AB 754 (Mathis R) Sustainable groundwater management: groundwater sustainability plan.**

**Last Amend:** 4/15/2021

**Status:** 6/16/2021-Referred to Com. on N.R. & W.

**Location:** 6/16/2021-S. N.R. & W.

**Calendar:** 7/8/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** The Sustainable Groundwater Management Act authorizes the State Water Resources Control Board to designate a high- or medium-priority basin as a probationary basin if the basin is not entirely covered by an adopted groundwater sustainability plan or plans or a department-approved alternative by the applicable deadline. The act authorizes the board to adopt an interim plan for a probationary basin, as specified. This bill would authorize the department to extend the deadline for a high- or medium-priority basin not subject to critical conditions of overdraft to be managed under a groundwater sustainability plan or coordinated plans by up to 180 days after January 31, 2022, upon request of a local agency or groundwater sustainability agency in the basin for an extension of a specified period of time. The bill would require a request to be submitted by January 3, 2022, and to be responded to by the department by January 10, 2022.

### Position

**AB 781 (Daly D) Flood control projects: County of Orange: subvention funds.**

**Last Amend:** 3/4/2021

**Status:** 6/29/2021-From committee: Do pass and re-refer to Com. on JUD. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 29). Re-referred to Com. on JUD.

**Location:** 6/29/2021-S. JUD.

**Calendar:** 7/6/2021 1:30 p.m. - Senate Chamber SENATE JUDICIARY, UMBERG, Chair

**Summary:** Would authorize the state to provide subvention funds, as prescribed, to the County of Orange for a specified flood control project at an estimated cost to the state of the sum that may be appropriated for state cooperation by the Legislature



and upon a determination by the Department of Water Resources that the project meets specified requirements. The bill would provide that the state assumes no liability for damages that may result from the project by authorizing the provision of subvention funds, or by the appropriation of those subvention funds.

**Position**

**AB 818 (Bloom D) Solid waste: premoistened nonwoven disposable wipes.**

**Status:** 6/14/2021-From committee: Do pass and re-refer to Com. on JUD. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (June 14). Re-referred to Com. on JUD.

**Location:** 6/14/2021-S. JUD.

**Summary:** Would require, except as provided, certain premoistened nonwoven disposable wipes manufactured on or after July 1, 2022, to be labeled clearly and conspicuously with the phrase "Do Not Flush" and a related symbol, as specified. The bill would prohibit a covered entity, as defined, from making a representation about the flushable attributes, benefits, performance, or efficacy of those premoistened nonwoven disposable wipes, as provided. The bill would establish enforcement provisions, including authorizing a civil penalty not to exceed \$2,500 per day, up to a maximum of \$100,000 per violation, to be imposed on a covered entity who violates those provisions.

**Position**

**AB 819 (Levine D) California Environmental Quality Act: notices and documents: electronic filing and posting.**

**Last Amend:** 5/28/2021

**Status:** 6/28/2021-Senate amendments concurred in. To Engrossing and Enrolling.

**Location:** 6/28/2021-A. ENROLLMENT

**Summary:** CEQA requires, if an environmental impact report is required, the lead agency to mail a notice of determination to each responsible agency, the Office of Planning and Research, and public agencies with jurisdiction over natural resources affected by the project. CEQA requires the lead agency to provide notice to the public and to organizations and individuals who have requested notices that the lead agency is preparing an environmental impact report, negative declaration, or specified determination. CEQA requires notices for an environmental impact report to be posted in the office of the county clerk of each county in which the project is located. This bill would instead require the lead agency to mail or email those notices, and to post them on the lead agency's internet website. The bill would also require notices of an environmental impact report to be posted on the internet website of the county clerk of each county in which the project is located.

**Position**

**AB 1086 (Aguilar-Curry D) Organic waste: implementation strategy.**

**Last Amend:** 4/5/2021

**Status:** 6/16/2021-Re-referred to Coms. on E.Q. and N.R. & W.

**Location:** 6/16/2021-S. E.Q.

**Calendar:** 7/1/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE ENVIRONMENTAL QUALITY, ALLEN, Chair

**Summary:** Would require the Natural Resources Agency, in coordination with specified state agencies, and in consultation with stakeholders and relevant permitting agencies, to prepare and submit to the Legislature, by January 1, 2023, a report that provides an implementation strategy to achieve the state's organic waste, and related climate change and air quality, mandates, goals, and targets. The bill would authorize the Natural Resources Agency to, by July 1, 2022, contract with



outside entities, including the California Council on Science and Technology and the University of California, to prepare the report. The bill would require the implementation strategy to include, among other things, recommendations on policy and funding support for the beneficial reuse of organic waste.

**Position**

**AB 1110 (Rivas, Robert D) Zero-emission vehicles: Office of the California Clean Fleet Accelerator: Climate Catalyst Revolving Loan Fund Program.**

**Last Amend:** 5/3/2021

**Status:** 6/9/2021-Referred to Coms. on B., P. & E.D. and G.O.

**Location:** 6/9/2021-S. B., P. & E.D.

**Calendar:**

6/30/2021 9 a.m. - Senate Chamber SENATE BUSINESS, PROFESSIONS AND ECONOMIC DEVELOPMENT, ROTH, Chair

7/6/2021 9 a.m. - Senate Chambers SENATE GOVERNMENTAL ORGANIZATION, DODD, Chair

**Summary:** Would establish the Office of the California Clean Fleet Accelerator, administered by GO-Biz. The bill would also create the Clean Vehicles Ombudsperson, to be appointed by and report directly to the Director of GO-Biz, to oversee the activities of the Office of the California Clean Fleet Accelerator. The bill, among other things, would require the ombudsperson, in consultation with the Department of General Services (DGS), to consult with specified entities in identifying all available programs and incentives offered by the state that can help to reduce costs and increase participation in the master service agreement or leveraged procurement agreement, as specified.

**Position**

**AB 1164 (Flora R) Dams and reservoirs: exclusions.**

**Last Amend:** 5/4/2021

**Status:** 6/9/2021-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 6/3/2021-S. N.R. & W.

**Calendar:** 7/8/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** Current law requires the Department of Water Resources to adopt, by regulation, a schedule of fees to cover the department's costs in carrying out the supervision of dam safety. Current law excludes certain obstructions from being considered a dam, including a barrier that is not across a stream channel, watercourse, or natural drainage area and that has the principal purpose of impounding water for agricultural use. This bill would specify that the exclusion from being considered a dam for a barrier that is not across a stream channel, watercourse, or natural drainage area and that has the principal purpose of impounding water for agricultural use applies only to a barrier owned or operated by a private entity. The bill would provide that a barrier owned or operated by a public entity that is not across a stream channel, watercourse, or natural drainage area and that has the principal purpose of impounding water for agricultural use shall not be considered a dam only if certain criteria are met, including, among other criteria, that the operator provides to the county office of emergency management a structural failure plan.

**Position**

**AB 1195 (Garcia, Cristina D) Drinking water.**

**Last Amend:** 5/24/2021



**Status:** 6/17/2021-In committee: Set, first hearing. Hearing canceled at the request of author.

**Location:** 6/9/2021-S. N.R. & W.

**Summary:** Current law establishes the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and long terms. Current law authorizes the state board to provide for the deposit into the fund of certain moneys and continuously appropriates the moneys in the fund to the state board for grants, loans, contracts, or services to assist eligible recipients. This bill would prohibit a public water system from transferring or abandoning a water right held by the public water system except upon approval of the state board, as prescribed.

**Position**

**AB 1200 (Ting D) Plant-based food packaging: cookware: hazardous chemicals.**

**Last Amend:** 6/28/2021

**Status:** 6/28/2021-Read second time and amended. Re-referred to Com. on E.Q. From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on E.Q.

**Location:** 6/24/2021-S. E.Q.

**Calendar:** 7/7/2021 Upon adjournment of Education Committee - John L. Burton Hearing Room (4203) SENATE ENVIRONMENTAL QUALITY, ALLEN, Chair

**Summary:** Would prohibit, beginning January 1, 2023, any person from distributing, selling, or offering for sale in the state any food packaging that contains intentionally added perfluoroalkyl and polyfluoroalkyl substances or PFAS, as defined. The bill would require a manufacturer to use the least toxic alternative when replacing PFAS chemicals. The bill would define "food packaging," in part, to mean a nondurable package, packaging component, or food service ware that is comprised, in substantial part, of paper, paperboard, or other materials originally derived from plant fibers.

**Position**

**AB 1250 (Calderon D) Water and sewer system corporations: consolidation of service.**

**Last Amend:** 5/24/2021

**Status:** 6/28/2021-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Environmental Quality] (PASS)

**Location:** 6/28/2021-S. E.Q.

**Calendar:** 7/7/2021 Upon adjournment of Education Committee - John L. Burton Hearing Room (4203) SENATE ENVIRONMENTAL QUALITY, ALLEN, Chair

**Summary:** The California Safe Drinking Water Act, provides for the operation of public water systems and imposes on the State Water Resources Control Board related regulatory responsibilities and duties. Current law authorizes the state board to order consolidation of public water systems where a public water system or state small water system serving a disadvantaged community consistently fails to provide an adequate supply of safe drinking water, as provided. This bill, the Consolidation for Safe Drinking Water Act of 2021, would authorize a water or sewer system corporation to file an application and obtain approval from the commission through an order authorizing the water or sewer system corporation to consolidate with a public water system or state small water system. The bill would require the commission to approve or deny the application within 8 months, except as provided.

**Position**

**AB 1403 (Levine D) Emergency services.**

**Last Amend:** 6/9/2021



**Status:** 6/9/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 6/8/2021-S. APPR.

**Calendar:** 7/5/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** The California Emergency Services Act authorizes the Governor to proclaim a state of emergency when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor to exercise certain powers in response to that emergency. Current law defines the term "state of emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a "deenergization event," defined as a planned power outage, as specified, within those conditions constituting a state of emergency.

**Position**

**AB 1428 (Quirk D) Safe Drinking Water Act: applicability.**

**Status:** 6/24/2021-Read third time. Passed. Ordered to the Assembly. (Ayes 39. Noes 0.). In Assembly. Ordered to Engrossing and Enrolling.

**Location:** 6/24/2021-A. ENROLLMENT

**Summary:** Under current law, a water district, as defined, in existence prior to May 18, 1994, that provides primarily agricultural services through a piped water system with only incidental residential or similar uses is not considered to be a public water system under specified conditions, including the system certifying that it is providing alternative water for residential or similar uses for drinking water and cooking to achieve the equivalent level of public health protection provided by the applicable primary drinking water regulations. This bill would remove the above provision authorizing those water districts to certify that they are providing alternative water for residential or similar uses to achieve the equivalent level of public health protection provided by the applicable primary drinking water regulations.

**Position**

**AB 1431 (Frazier D) Forestry: forest carbon and resilience goals.**

**Last Amend:** 5/3/2021

**Status:** 6/9/2021-Referred to Com. on N.R. & W.

**Location:** 6/9/2021-S. N.R. & W.

**Calendar:** 7/13/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE NATURAL RESOURCES AND WATER, STERN, Chair

**Summary:** Current law requires the Department of Forestry and Fire Protection to implement various fire protection programs intended to protect forest resources and prevent uncontrolled wildfires. This bill would establish state goals for fuel treatment and vegetation management, as specified. The bill would require the Natural Resources Agency and the California Environmental Protection Agency, on or before January 1, 2023, and annually thereafter, to submit to the appropriate policy and budget committees of the Legislature a report on the progress made towards achieving those state goals.

**Position**

**AB 1500 (Garcia, Eduardo D) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.**

**Last Amend:** 5/11/2021



**Status:** 5/20/2021-Joint Rule 62(a), file notice suspended. From committee: Do pass and re-refer to Com. on RLS. (Ayes 12. Noes 3.) (May 20). Re-referred to Com. on RLS.

**Location:** 5/20/2021-A. RLS.

**Summary:** Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$7,080,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs.

**Position**

**AB 1570 (Committee on Natural Resources) Public resources: omnibus bill.**

**Last Amend:** 6/3/2021

**Status:** 6/29/2021-From committee: Amend, and do pass as amended and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 29).

**Location:** 6/29/2021-S. APPR.

**Calendar:** 7/1/2021 #11 SENATE ASSEMBLY BILLS - SECOND READING FILE

**Summary:** Would require the Department of Forestry and Fire Protection to assist local governments in preventing future high-intensity wildland fires and instituting appropriate fuels management by making its wildland fire prevention and vegetation management expertise available to local governments to the extent possible within the department's budgetary limitations. The bill would explicitly define, for these purposes, "local governments" to include cities, counties, and special districts. The bill would also make changes to related findings and declarations by the Legislature.

**Position**

**ACA 1 (Aquiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.**

**Status:** 4/22/2021-Referred to Coms. on L. GOV. and APPR.

**Location:** 4/22/2021-A. L. GOV.

**Summary:** The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

**Position**

**ACR 33 (Friedman D) Wildfire mitigation.**

**Status:** 3/11/2021-Referred to Com. on NAT. RES.

**Location:** 3/11/2021-A. NAT. RES.

**Summary:** This measure would state the Legislature's commitment to improving wildfire outcomes in the State of California by investing in science-based wildfire mitigation strategies that will benefit the health of California forests and communities. The measure would also state that the Legislature calls upon public and private



stakeholders to work jointly to identify, discuss, and refine, as necessary, procedures concerning treatment of forested lands for the purpose of, among other things, wildfire risk mitigation.

**Position**

**AJR 4 (Garcia, Cristina D) Basel Convention: ratification.**

**Status:** 6/14/2021-From committee: Be adopted. Ordered to Third Reading. (Ayes 5. Noes 0.) (June 14).

**Location:** 6/14/2021-S. THIRD READING

**Calendar:** 7/1/2021 #40 SENATE ASSEMBLY BILLS - THIRD READING FILE

**Summary:** This measure would declare California to be in favor of the United States' ratification of the Basel Convention at the earliest opportunity and would request the Biden Administration to accomplish this ratification as a matter of urgency.

**Position**

**SB 5 (Atkins D) Affordable Housing Bond Act of 2022.**

**Last Amend:** 3/10/2021

**Status:** 3/18/2021-Re-referred to Coms. on HOUSING and GOV. & F.

**Location:** 3/18/2021-S. HOUSING

**Summary:** Would enact the Affordable Housing Bond Act of 2022, which, if adopted, would authorize the issuance of bonds in the amount of \$6,500,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to fund affordable rental housing and homeownership programs. The bill would state the intent of the Legislature to determine the allocation of those funds to specific programs. This bill would provide for submission of the bond act to the voters at the November 8, 2022, statewide general election in accordance with specified law.

**Position**

**SB 12 (McGuire D) Local government: planning and zoning: wildfires.**

**Last Amend:** 5/4/2021

**Status:** 6/24/2021-From committee: Do pass and re-refer to Com. on H. & C.D. (Ayes 6. Noes 2.) (June 23). Re-referred to Com. on H. & C.D.

**Location:** 6/24/2021-A. H. & C.D.

**Calendar:** 7/12/2021 Upon adjournment of Session - State Capitol, Room 4202 ASSEMBLY HOUSING AND COMMUNITY DEVELOPMENT, CHIU, Chair

**Summary:** Current law requires that the Office of Planning and Research, among other things, coordinate with appropriate entities, including state, regional, or local agencies, to establish a clearinghouse for climate adaptation information for use by state, regional, and local entities, as provided. This bill would require the safety element, upon the next revision of the housing element or the hazard mitigation plan, on or after July 1, 2024, whichever occurs first, to be reviewed and updated as necessary to include a comprehensive retrofit strategy to reduce the risk of property loss and damage during wildfires, as specified, and would require the planning agency to submit the adopted strategy to the Office of Planning and Research for inclusion into the above-described clearinghouse.

**Position**

**SB 27 (Skinner D) Carbon sequestration: state goals: natural and working lands: registry of projects.**

**Last Amend:** 6/28/2021

**Status:** 6/28/2021-Read second time and amended. Re-referred to Com. on APPR.



**Location:** 6/23/2021-A. APPR.

**Summary:** Would require, no later than July 1, 2023, the Natural Resources Agency, in coordination with the California Environmental Protection Agency, the State Air Resources Board, the Department of Food and Agriculture, and other relevant state agencies, to establish the Natural and Working Lands Climate Smart Strategy that serves as a framework to increase adoption of natural and working lands-based carbon sequestration and that advances the state's climate goals. The bill would require the state board, as part of its scoping plan, to establish specified carbon dioxide removal targets for 2030 and beyond.

**Position**

**SB 33 (Cortese D) Apprenticeship: annual report: task force.**

**Last Amend:** 4/7/2021

**Status:** 6/17/2021-Re-referred to Com. on RLS. pursuant to Assembly Rule 96.

**Location:** 6/17/2021-A. RLS.

**Summary:** Would require the Director of Industrial Relations, on or before September 1, 2022, to convene a task force to promote apprenticeship for all populations throughout the state, to be known as the Construction Apprenticeship Advancement Task Force, with membership as prescribed. The bill would require the task force, in consultation with specified entities, to study the recruitment, retention, and barriers to entry of women and other minority, underrepresented, and disadvantaged populations in the State of California for purposes of ensuring apprenticeship opportunities are more inclusive of those populations.

**Position**

**SB 37 (Cortese D) Contaminated Site Cleanup and Safety Act.**

**Last Amend:** 4/13/2021

**Status:** 6/16/2021-From committee: Do pass and re-refer to Com. on NAT. RES. (Ayes 6. Noes 3.) (June 16). Re-referred to Com. on NAT. RES.

**Location:** 6/16/2021-A. NAT. RES.

**Calendar:** 7/7/2021 9 a.m. - State Capitol, Room 4202 ASSEMBLY NATURAL RESOURCES, RIVAS, LUZ, Chair

**Summary:** Current law requires designated local enforcement agencies to compile and submit to the Department of Resources Recycling and Recovery a list of all solid waste disposal facilities from which there is a known migration of hazardous waste, and requires the department to compile these lists into a statewide list. Current law requires these agencies to update the information as appropriate, but at least annually, and to submit the information to the Secretary for Environmental Protection. Under existing law, the Secretary for Environmental Protection is required to consolidate the information provided by these state agencies and distribute the information in a timely fashion to each city and county in which sites on the lists are located and to any other person upon request. This bill would enact the Contaminated Site Cleanup and Safety Act and would recodify the above-described provisions with certain revisions. The bill would repeal the requirement for the state agencies to provide their respective lists to the Secretary for Environmental Protection and instead require these agencies to post the lists on their respective internet websites.

**Position**

**SB 52 (Dodd D) State of emergency: local emergency: planned power outage.**

**Last Amend:** 4/12/2021

**Status:** 6/25/2021-June 28 hearing postponed by committee.

**Location:** 5/13/2021-A. EMERGENCY MANAGEMENT



**Calendar:** 7/5/2021 Upon adjournment of Session - State Capitol, Room 437 ASSEMBLY EMERGENCY MANAGEMENT, RODRIGUEZ, Chair

**Summary:** Would define a 'deenergization event' as a planned power outage, as specified, and would make a deenergization event one of those conditions constituting a local emergency, with prescribed limitations.

**Position**

**SB 63 (Stern D) Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones.**

**Last Amend:** 6/16/2021

**Status:** 6/23/2021-From committee: Do pass and re-refer to Com. on H. & C.D. (Ayes 11. Noes 0.) (June 23). Re-referred to Com. on H. & C.D.

**Location:** 6/23/2021-A. H. & C.D.

**Calendar:** 7/12/2021 Upon adjournment of Session - State Capitol, Room 4202 ASSEMBLY HOUSING AND COMMUNITY DEVELOPMENT, CHIU, Chair

**Summary:** Would, among other things, require the Director of Forestry and Fire Protection to identify areas of the state as moderate and high fire hazard severity zones and would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program. This bill would also make conforming changes.

**Position**

**SB 208 (Dahle R) Sierra Nevada Conservancy: Sierra Nevada Region: subregion: definitions: annual report.**

**Last Amend:** 4/6/2021

**Status:** 6/23/2021-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 11. Noes 0.) (June 23). Re-referred to Com. on APPR.

**Location:** 6/23/2021-A. APPR.

**Calendar:** 6/30/2021 9 a.m. - State Capitol, Assembly Chamber ASSEMBLY APPROPRIATIONS, GONZALEZ, LORENA, Chair

**Summary:** Current law requires the Sierra Nevada Conservancy to make an annual report to the Legislature and to the Secretary of the Natural Resources Agency regarding expenditures, land management costs, and administrative costs. This bill would modify areas listed under the definitions of the "Sierra Nevada Region" and its "subregions," as specified, for these purposes. The bill would require the conservancy to include, in its report regarding expenditures, land management costs, and administrative costs for the year 2022, recommendations to the Legislature for legislation to change the name of the conservancy and the governing board of the Sierra Nevada Conservancy, and to change the structure of the regions, subregions, and board, to align the conservancy with its recent expansion in the Counties of Shasta, Siskiyou, and Trinity.

**Position**

**SB 259 (Wilk R) Public Utilities Commission: oversight of electrical corporations.**

**Status:** 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

**Location:** 1/26/2021-S. RLS.

**Summary:** Would state the intent of the Legislature to enact legislation to strengthen the Public Utilities Commission's oversight of electrical corporations' efforts to reduce their fire risk and use of deenergization events.



### **Position**

**SB 267 (Hertzberg D) Property taxation: active solar energy systems: partnership flip transactions.**

**Last Amend:** 6/24/2021

**Status:** 6/24/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on REV. & TAX.

**Location:** 5/13/2021-A. REV. & TAX

**Calendar:** 7/5/2021 Upon adjournment of Session - State Capitol, Room 4202 ASSEMBLY REVENUE AND TAXATION, BURKE, Chair

**Summary:** Would provide that for a legal entity that owns an active solar energy system pursuant to a partnership flip transaction, as defined, neither an initial transfer of a capital and profits interest in the legal entity, nor any subsequent change in the allocation of the capital and profits of the legal entity among the members, shall be deemed to constitute a transfer of control of, or of a majority interest in, the legal entity. The bill would provide that if the parties to a partnership flip transaction sell or exchange ownership of the partnership or limited liability company in a transaction or series of transactions, that are separate and apart from the partnership flip transaction conducted pursuant to the bill's provisions, in such a manner that a change in ownership occurs, as specified, then the bill's provisions do not apply to that transaction or transactions.

### **Position**

**SB 273 (Hertzberg D) Water quality: municipal wastewater agencies.**

**Last Amend:** 6/21/2021

**Status:** 6/21/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.S. & T.M.

**Location:** 6/9/2021-A. E.S. & T.M.

**Calendar:** 6/30/2021 9 a.m. - State Capitol, Room 4202 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair

**Summary:** Would authorize a municipal wastewater agency, as defined, to enter into agreements with entities responsible for stormwater management for the purpose of managing stormwater and dry weather runoff, as defined, to acquire, construct, expand, operate, maintain, and provide facilities for specified purposes relating to managing stormwater and dry weather runoff, and to levy taxes, fees, and charges consistent with the municipal wastewater agency's existing authority in order to fund projects undertaken pursuant to the bill. The bill would require the exercise of any new authority granted under the bill to comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The bill would require a municipal wastewater agency that enters into or amends one of these agreements after January 1, 2022, to file a copy of the agreement or amendment with the local agency formation commission in each county where any part of the municipal wastewater agency's territory is located, but would exempt those agreements and amendments from local agency formation commission approval except as required by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

### **Position**

**SB 274 (Wieckowski D) Local government meetings: agenda and documents.**

**Last Amend:** 4/5/2021

**Status:** 6/24/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (June 23). Re-referred to Com. on APPR.

**Location:** 6/24/2021-A. APPR.



**Summary:** The Ralph M. Brown Act requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require a local agency with an internet website, or its designee, to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. If a local agency determines it to be technologically infeasible to send a copy of the documents or a link to a website that contains the documents by email or by other electronic means, the bill would require the legislative body or its designee to send by mail a copy of the agenda or a website link to the agenda and to mail a copy of all other documents constituting the agenda packet, as specified.

**Position**

**SB 282 (Dahle R) State Water Resources Control Board.**

**Status:** 2/22/2021-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 32. Noes 4.) Joint Rule 55 suspended. (Ayes 32. Noes 4.)

**Location:** 2/1/2021-S. RLS.

**Summary:** Current law establishes the State Water Resources Control Board, consisting of 5 members, in the California Environmental Protection Agency to exercise certain powers relating to water rights, water quality, and safe and reliable drinking water. This bill would make a nonsubstantive change in these provisions.

**Position**

**SB 284 (Stern D) Workers' compensation: firefighters and peace officers: post-traumatic stress.**

**Last Amend:** 6/28/2021

**Status:** 6/28/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 6/24/2021-A. APPR.

**Summary:** Current law, under the workers' compensation system, provides, only until January 1, 2025, that, for certain state and local firefighting personnel and peace officers, the term "injury" includes post-traumatic stress that develops or manifests during a period in which the injured person is in the service of the department or unit, but applies only to injuries occurring on or after January 1, 2020. Existing law requires the compensation awarded pursuant to this provision to include full hospital, surgical, medical treatment, disability indemnity, and death benefits. This bill would make that provision applicable to active firefighting members of the State Department of State Hospitals, the State Department of Developmental Services, the Military Department, and the Department of Veterans Affairs, and to additional peace officers, including security officers of the Department of Justice when performing assigned duties as security officers and the officers of a state hospital under the jurisdiction of the State Department of State Hospitals or the State Department of Developmental Services, among other officers.

**Position**

**SB 319 (Melendez R) Land use: development fees: audit.**

**Status:** 6/28/2021-Read second time. Ordered to third reading.

**Location:** 6/28/2021-A. THIRD READING

**Calendar:** 7/1/2021 #25 ASSEMBLY THIRD READING FILE - SENATE BILLS

**Summary:** Current law authorizes a person to request an audit to determine whether a fee or charge levied by a local agency exceeds the amount reasonably necessary to



cover the cost of any product, public facility, or service provided by the local agency. If a local agency does not comply with the above-described disclosure requirement for 3 consecutive years, existing law prohibits the local agency from requiring that person to make a specified deposit and requires the local agency to pay the cost of the audit. This bill, additionally, would require that audit to include each consecutive year the local agency did not comply with the disclosure requirement. The bill would make clarifying changes to that provision.

**Position**

**SB 323 (Caballero D) Local government: water or sewer service: legal actions.**

**Last Amend:** 6/23/2021

**Status:** 6/24/2021-Read second time. Ordered to third reading. Re-referred to Com. on APPR. pursuant to Joint Rule 10.5.

**Location:** 6/24/2021-A. APPR.

**Summary:** Current law prohibits a local agency from imposing fees for specified purposes, including fees for water or sewer connections, as defined, that exceed the estimated reasonable cost of providing the service for which the fee is charged, unless voter approval is obtained. Existing law provides that a local agency levying a new water or sewer connection fee or increasing a fee must do so by ordinance or resolution. Current law requires, for specified fees, including water or sewer connection fees, any judicial action or proceeding to attack, review, set aside, void, or annul an ordinance, resolution, or motion adopting a new fee or service charge or modifying an existing fee or service charge to be commenced within 120 days of the effective date of the ordinance, resolution, or motion according to specified procedures for validation proceedings. This bill would require any judicial action or proceeding to attack, review, set aside, void, validate, or annul an ordinance, resolution, or motion adopting, modifying, or amending water or sewer service fees or charges adopted after January 1, 2022, to be commenced within 120 days of the date of final passage, adoption, or approval of the ordinance, resolution, or motion, except as provided.

**Position**

**SB 332 (Dodd D) Civil liability: prescribed burning operations: gross negligence.**

**Last Amend:** 6/23/2021

**Status:** 6/23/2021-Read second time and amended. Re-referred to Com. on NAT. RES.

**Location:** 6/22/2021-A. NAT. RES.

**Calendar:** 7/7/2021 9 a.m. - State Capitol, Room 4202 ASSEMBLY NATURAL RESOURCES, RIVAS, LUZ, Chair

**Summary:** Would provide that no person shall be liable for any fire suppression or other costs otherwise recoverable for a prescribed burn if specified conditions are met, including, among others, that the burn be for the purpose of wildland fire hazard reduction, ecological maintenance and restoration, cultural burning, silviculture, or agriculture, and that, when required, a certified burn boss review and approve a written prescription for the burn. The bill would provide that any person whose conduct constitutes gross negligence shall not be entitled to immunity from fire suppression or other costs otherwise recoverable, as specified. The bill would define terms for its purposes.

**Position**

**SB 347 (Caballero D) Urban forestry: California Community and Neighborhood Tree Voluntary Tax Contribution Fund.**

**Last Amend:** 3/17/2021



**Status:** 6/22/2021-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 11. Noes 0.) (June 21). Re-referred to Com. on APPR.

**Location:** 6/22/2021-A. APPR.

**Calendar:** 6/30/2021 9 a.m. - State Capitol, Assembly Chamber ASSEMBLY APPROPRIATIONS, GONZALEZ, LORENA, Chair

**Summary:** Would allow a taxpayer to designate an amount in excess of personal income tax liability to be transferred into the California Community and Neighborhood Tree Voluntary Tax Contribution Fund, which the bill would create. The bill would require the Franchise Tax Board to revise the tax return to include a space for this fund for taxable years beginning on or after January 1, 2021, and until January 1, 2028, unless the fund fails to meet an annual minimum contribution amount of \$250,000, in which case these provisions would be repealed on December 1 of that year. The bill would require moneys transferred to the California Community and Neighborhood Tree Voluntary Tax Contribution Fund to be continuously appropriated and allocated to the Department of Forestry and Fire Protection to the grant program for urban forest management activities under the California Urban Forestry Act of 1978 and to the Franchise Tax Board and the Controller for related administrative costs, as provided.

**Position**

**SB 369 (Pan D) Flood control: Yolo Bypass Cache Slough Partnership Multibenefit Program.**

**Last Amend:** 6/14/2021

**Status:** 6/17/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 15. Noes 0.) (June 17). Re-referred to Com. on APPR.

**Location:** 6/17/2021-A. APPR.

**Calendar:** 6/30/2021 9 a.m. - State Capitol, Assembly Chamber ASSEMBLY APPROPRIATIONS, GONZALEZ, LORENA, Chair

**Summary:** Would establish the Yolo Bypass Cache Slough Partnership Multibenefit Program to support the development and implementation of projects within the Yolo Bypass and Cache Slough region. The bill would define "Yolo Bypass Cache Slough Partnership" to mean the multiagency partnership established pursuant to a memorandum of understanding signed in May 2016 by a total of 15 participating federal, state, and local agencies. The bill would require the participating state agencies, including the Natural Resources Agency, the Department of Water Resources, the Department of Fish and Wildlife, the Central Valley Flood Protection Board, the State Water Resources Control Board, and the Central Valley Regional Water Quality Control Board, to work in collaboration with the participating federal and local agencies and the City of West Sacramento, if it chooses to participate, to advance specified objectives in the Yolo Bypass and Cache Slough region.

**Position**

**SB 372 (Leyva D) Medium- and heavy-duty fleet purchasing assistance program: zero-emission vehicles.**

**Last Amend:** 6/28/2021

**Status:** 6/28/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on NAT. RES.

**Location:** 6/21/2021-A. NAT. RES.

**Calendar:** 7/7/2021 9 a.m. - State Capitol, Room 4202 ASSEMBLY NATURAL RESOURCES, RIVAS, LUZ, Chair

**Summary:** Would establish the Medium- and Heavy-Duty Zero-Emission Vehicle Fleet Purchasing Assistance Program within the Air Quality Improvement Program to make financing tools and nonfinancial supports available to the operators of medium- and



heavy-duty vehicle fleets to enable those operators to transition their fleets to zero-emission vehicles. The bill would require the state board to designate the California Pollution Control Financing Authority as the agency responsible for administering the program and would require the state board and the authority to enter into an interagency working agreement for the development and administration of the program. The bill would require the authority to consult with various state agencies and stakeholders in the development and implementation of the program.

**Position**

**SB 378 (Gonzalez D) Local government: broadband infrastructure development project permit processing: microtrenching permit processing ordinance.**

**Last Amend:** 6/29/2021

**Status:** 6/29/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on C. & C.

**Location:** 6/9/2021-A. C. & C.

**Calendar:** 7/7/2021 1:30 p.m. - State Capitol, Assembly Chamber ASSEMBLY COMMUNICATIONS AND CONVEYANCE, SANTIAGO, Chair

**Summary:** Would require a local agency to allow, except as provided, microtrenching for the installation of underground fiber if the installation in the microtrench is limited to fiber. The bill would also require, to the extent necessary, a local agency with jurisdiction to approve excavations to adopt or amend existing policies, ordinances, codes, or construction rules to allow for microtrenching. The bill would provide that these provisions do not supersede, nullify, or otherwise alter the requirements to comply with specified safety standards. The bill would authorize a local agency to impose a fee for its reasonable costs on an application for a permit to install fiber, as provided. By imposing new duties on local agencies with regard to the installation of fiber, the bill would impose a state-mandated local program.

**Position**

**SB 391 (Min D) Common interest developments: emergency powers and procedures.**

**Last Amend:** 4/13/2021

**Status:** 6/23/2021-Read second time. Ordered to third reading.

**Location:** 6/23/2021-A. THIRD READING

**Calendar:** 7/1/2021 #18 ASSEMBLY THIRD READING FILE - SENATE BILLS

**Summary:** The Davis-Stirling Common Interest Development Act governs the management and operation of common interest developments. Current law defines a board meeting as a congregation, as provided, or a teleconference, as provided. Current law requires, among other things, a board meeting held by teleconference to identify at least one physical location so that members of the association may attend, except as provided. This bill would establish alternative teleconferencing procedures for a board meeting or a meeting of the members if the common interest development is in an area affected by a federal, state, or local emergency. The bill would also make a conforming change.

**Position**

**SB 396 (Dahle R) Forestry: internal combustion engines: industrial operations: fire toolbox.**

**Status:** 5/20/2021-Referred to Com. on NAT. RES.

**Location:** 5/20/2021-A. NAT. RES.

**Calendar:** 7/7/2021 9 a.m. - State Capitol, Room 4202 ASSEMBLY NATURAL RESOURCES, RIVAS, LUZ, Chair



**Summary:** Current law prohibits any person, except as specified, from using or operating any vehicle, machine, tool, or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, brush, or grass-covered land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools, as prescribed. Current law requires a sealed box of tools to be located within the operating area and accessible in the event of a fire, which fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, 2 axes, 2 McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire. This bill would require a dedicated set of tools to be located within the operating area and accessible in the event of a fire, which fire toolbox shall contain: a sufficient number of fire extinguishers, axes, 2 McLeod fire tools, and shovels so that, when added to any other tools on the industrial operation, each employee at the operation can be equipped to fight fire.

**Position**

**SB 403 (Gonzalez D) Drinking water: consolidation.**

**Last Amend:** 6/8/2021

**Status:** 6/16/2021-From committee: Do pass and re-refer to Com. on L. GOV. (Ayes 6. Noes 3.) (June 16). Re-referred to Com. on L. GOV.

**Location:** 6/16/2021-A. L. GOV.

**Calendar:** 6/30/2021 Upon adjournment of Human Services Committee - State Capitol, Room 4202 ASSEMBLY LOCAL GOVERNMENT, AGUIAR-CURRY, Chair

**Summary:** The California Safe Drinking Water Act authorizes the State Water Resources Control Board to order consolidation with a receiving water system where a public water system or a state small water system, serving a disadvantaged community, consistently fails to provide an adequate supply of safe drinking water or where a disadvantaged community is substantially reliant on domestic wells that consistently fail to provide an adequate supply of safe drinking water. This bill would authorize the state board to also order consolidation where a water system serving a disadvantaged community is an at-risk water system, as defined, or where a disadvantaged community is substantially reliant on at-risk domestic wells, as defined.

**Position**

**SB 423 (Stern D) Energy: renewable and zero-carbon resources.**

**Last Amend:** 5/20/2021

**Status:** 6/28/2021-Assembly Rule 56 suspended.

**Location:** 6/10/2021-A. U. & E.

**Calendar:** 6/30/2021 1:30 p.m. - State Capitol, Assembly Chamber ASSEMBLY UTILITIES AND ENERGY, HOLDEN, Chair

**Summary:** The 100 Percent Clean Energy Act of 2018 established as a policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers and 100% of electricity procured to serve all state agencies by December 31, 2045. Current law requires the Public Utilities Commission and State Energy Resources Conservation and Development Commission, in consultation with the State Air Resources Board, to take steps to ensure that a transition to a zero-carbon electric system for the State of California does not cause or contribute to greenhouse gas emissions increases elsewhere in the western grid. This bill would require the state board and Energy Commission to timely incorporate emerging renewable energy and firm zero-carbon resources, as defined, into its energy and resource planning processes, as specified.



## Position

### **SB 427 (Eggman D) Water theft: enhanced penalties.**

**Last Amend:** 4/12/2021

**Status:** 6/14/2021-Read second time. Ordered to third reading.

**Location:** 6/14/2021-A. THIRD READING

**Calendar:** 7/1/2021 #14 ASSEMBLY THIRD READING FILE - SENATE BILLS

**Summary:** Would authorize the legislative body of a local agency, as defined, that provides water service to adopt an ordinance that prohibits water theft, as defined, subject to an administrative fine or penalty in excess of the limitations above, as specified. The bill would require the local agency to adopt an ordinance that sets forth the administrative procedures governing the imposition, enforcement, collection, and administrative review of the administrative fines or penalties for water theft and to establish a process for granting a hardship waiver to reduce the amount of the fine, as specified.

## Position

### **SB 462 (Borgeas R) Disaster relief: Creek Fire: allocation to local agencies.**

**Status:** 5/20/2021-May 20 hearing: Held in committee and under submission.

**Location:** 3/22/2021-S. APPR. SUSPENSE FILE

**Summary:** The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. Under the act, the state share for eligible project costs is generally 75% of total eligible costs, and for specified incidents, the state share is up to 100% of total eligible costs. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act. This bill would allow for a state share of up to 100% of total eligible costs related to the Creek Fire that started on September 4, 2020, in the Counties of Fresno and Madera.

## Position

### **SB 463 (Dahle R) Water: landowner right to modify, repair, or replace jointly used conduits.**

**Last Amend:** 6/28/2021

**Status:** 6/29/2021-July 1 set for first hearing canceled at the request of author.

**Location:** 5/13/2021-A. W.,P. & W.

**Calendar:** 7/1/2021 Upon adjournment of Session - State Capitol, Assembly Chamber ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

**Summary:** Current law declares that the general welfare requires that the water sources of the state be put to beneficial use to the fullest extent of which they are capable, that the waste or unreasonable use or unreasonable method of use of water be prevented, and that the conservation of water is to be exercised with a view to the reasonable and beneficial use of water in the interest of the people and for the public welfare. Current law provides for contribution of expenses of, and proceedings for declaration of rights in, jointly used wells, pumping plants, or conduits used by 2 or more persons. This bill would authorize a landowner to, where a conduit is constructed across or buried beneath the lands of 2 or more landowners, and the conduit is not under the control or management of any public agency or authority, modify, repair, or replace, as defined, the conduit on or beneath their land if the modification, repair, or replacement is made in a manner that does not impede the



flow of the water to any other property receiving a benefit of the conduit or, otherwise injure any person using or interested in the conduit.

**Position**

**SB 496 (Laird D) Flood control: water development projects: Pajaro River.**

**Last Amend:** 3/5/2021

**Status:** 6/10/2021-Referred to Com. on W.,P., & W.

**Location:** 6/10/2021-A. W.,P. & W.

**Calendar:** 7/1/2021 Upon adjournment of Session - State Capitol, Assembly Chamber ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

**Summary:** Current law provides for state cooperation with the federal government in the construction of specified flood control projects. For certain flood control projects authorized on or after January 1, 2002, or for which specified findings have been made on or after that date, existing law requires the state to pay 50% of specified nonfederal costs. Current law authorizes the state to pay up to 70% of those nonfederal costs upon the recommendation of the Department of Water Resources or the Central Valley Flood Protection Board if either entity determines that the project will advance one of several objectives. This bill would authorize the state to provide up to 100% of the specified nonfederal costs to the Counties of Monterey and Santa Cruz, or to local agencies in those counties, for the project for flood control on the Pajaro River in the Counties of Monterey and Santa Cruz.

**Position**

**SB 520 (Wilk R) Water resources: permit to appropriate: application procedure: mining use.**

**Last Amend:** 3/17/2021

**Status:** 6/17/2021-June 17 set for first hearing canceled at the request of author.

**Location:** 5/13/2021-A. W.,P. & W.

**Summary:** Current law requires the State Water Resources Control Board to issue and deliver a notice of an application as soon as practicable after the receipt of an application for a permit to appropriate water that conforms to the law. Current law allows interested persons to file a written protest with regard to an application to appropriate water and requires the protestant to set forth the objections to the application. Current law declares that no hearing is necessary to issue a permit in connection with an unprotested application, or if the undisputed facts support the issuance of the permit and there is no disputed issue of material fact, unless the board elects to hold a hearing. This bill, if the board has not rendered a final determination on an application for a permit to appropriate water for a beneficial use or uses that include mining use within 30 years from the date the application was filed, would require the board to issue a new notice and provide an opportunity for protests before rendering a final determination, with specified exceptions.

**Position**

**SB 533 (Stern D) Electrical corporations: wildfire mitigation plans: deenergization events: microgrids.**

**Last Amend:** 5/20/2021

**Status:** 6/10/2021-Referred to Coms. on U. & E. and JUD.

**Location:** 6/10/2021-A. U. & E.

**Calendar:** 6/30/2021 1:30 p.m. - State Capitol, Assembly Chamber ASSEMBLY UTILITIES AND ENERGY, HOLDEN, Chair

**Summary:** Would require that an electrical corporation's wildfire mitigation plan identify circuits that have frequently been deenergized to mitigate the risk of wildfire



and the measures taken, or planned to be taken, by the electrical corporation to reduce the need for future deenergization of those circuits, including replacing, hardening, or undergrounding any portion of the circuit or of upstream transmission or distribution lines, or the installation of microgrids.

**Position**

**SB 552 (Hertzberg D) Drought planning: small water suppliers: nontransient noncommunity water systems.**

**Last Amend:** 6/21/2021

**Status:** 6/21/2021-Read second time and amended. Re-referred to Com. on L. GOV.

**Location:** 6/17/2021-A. L. GOV.

**Calendar:** 6/30/2021 Upon adjournment of Human Services Committee - State Capitol, Room 4202 ASSEMBLY LOCAL GOVERNMENT, AGUIAR-CURRY, Chair

**Summary:** Would require small water suppliers, as defined, and nontransient noncommunity water systems that are schools, no later than December 31, 2022, to develop and maintain an abridged Water Shortage Contingency Plan that includes specified drought-planning elements. The bill would require these water systems to report annually specified water supply condition information to the state board through the state board's Electronic Annual Reporting System or other reporting tool, as directed by the state board, and to include water system risk and water shortage information in the water systems' consumer confidence reports, as provided.

**Position**

**SB 559 (Hurtado D) Department of Water Resources: water conveyance systems: Canal Conveyance Capacity Restoration Fund.**

**Last Amend:** 6/14/2021

**Status:** 6/14/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on W.,P., & W.

**Location:** 6/3/2021-A. W.,P. & W.

**Calendar:** 7/1/2021 Upon adjournment of Session - State Capitol, Assembly Chamber ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

**Summary:** Would establish the Canal Conveyance Capacity Restoration Fund in the State Treasury to be administered by the Department of Water Resources. The bill would require all moneys deposited in the fund to be expended, upon appropriation by the Legislature, in support of subsidence repair costs, including environmental planning, permitting, design, and construction and necessary road and bridge upgrades required to accommodate capacity improvements. The bill would require the department to expend from the fund, upon appropriation by the Legislature, specified monetary amounts to restore the capacity of 4 specified water conveyance systems, as prescribed, with 2 of those 4 expenditures being in the form of a grant to the Friant Water Authority and to the San Luis and Delta-Mendota Water Authority. The bill would make operation of these provisions contingent on specified conditions being met. The bill would make these provisions inoperative on July 1, 2030, and would repeal the provisions as of January 1, 2031.

**Position**

**SB 594 (Glazer D) Elections: local redistricting.**

**Last Amend:** 5/3/2021

**Status:** 6/17/2021-Re-referred to Com. on RLS. pursuant to Assembly Rule 96.

**Location:** 6/17/2021-A. RLS.

**Summary:** Current law requires counties, general law cities, and charter cities that elect members of their legislative bodies using district-based elections to adopt



boundaries for those supervisorial or council districts following each federal decennial census, as specified. Current law expressly authorizes a city council to adopt district boundaries by resolution or ordinance. If a legislative body does not adopt district boundaries by a specified deadline, existing law requires the legislative body, and authorizes a resident of the county or city, to petition the superior court for an order adopting boundaries. Current law provides that the superior court's order is immediately effective in the same manner as an enacted ordinance or resolution of the legislative body. This bill would clarify that "adopting" district boundaries for these purposes means the passage of an ordinance or resolution specifying those boundaries.

**Position**

**SB 626 (Dodd D) Department of Water Resources: Procurement Methods.**

**Last Amend:** 6/21/2021

**Status:** 6/21/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on W.,P., & W.

**Location:** 6/10/2021-A. W.,P. & W.

**Calendar:** 7/1/2021 Upon adjournment of Session - State Capitol, Assembly Chamber ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair

**Summary:** Current law authorizes the Department of Transportation, regional transportation agencies, and the San Diego Association of Governments to engage in a Construction Manager/General Contractor project delivery method (CM/GC method) for specified public work projects. This bill would, until January 1, 2033, authorize the Department of Water Resources to utilize the CM/GC method, as specified, for no more than 7 projects for elements of State Water Facilities, as defined. The bill would require the Department of Water Resources, on all projects delivered by the department, to use department employees or consultants under contract with the department to perform all project design and engineering services related to design, and construction inspection services, required for the CM/GC method consistent with specified existing law.

**Position**

**SB 776 (Gonzalez D) Safe drinking water and water quality.**

**Last Amend:** 4/29/2021

**Status:** 6/10/2021-Referred to Coms. on E.S. & T.M. and JUD.

**Location:** 6/10/2021-A. E.S. & T.M.

**Calendar:** 6/30/2021 9 a.m. - State Capitol, Room 4202 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair

**Summary:** The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law provides that the California Safe Drinking Water Act does not apply to small state water systems, except as specified. This bill would expand the application of the act to small state water systems, as specified.

**Position**

**SB 821 (Committee on Natural Resources and Water) Sacramento-San Joaquin Delta: Delta Independent Science Board.**

**Last Amend:** 6/8/2021

**Status:** 6/14/2021-June 17 hearing postponed by committee.

**Location:** 5/20/2021-A. W.,P. & W.

**Calendar:** 7/1/2021 Upon adjournment of Session - State Capitol, Assembly Chamber ASSEMBLY WATER, PARKS AND WILDLIFE, GARCIA, EDUARDO, Chair



**Summary:** Current law establishes the Delta Independent Science Board and sets forth the composition of the board, including requiring the board to consist of no more than 10 members appointed by the Delta Stewardship Council. Current law requires the board to provide oversight of the scientific research, monitoring, and assessment programs that support adaptive management of the Sacramento-San Joaquin Delta through periodic reviews of each of those programs, as specified. Current law requires the board to submit to the council a report on the results of each review, including recommendations for any changes in the programs reviewed by the board. This bill would require the council to contract for the services of the members of the board, as specified. The bill would exempt these contracts from specified provisions of law governing public contracting. The bill would require the council to establish procedures for contracting for the services that are subject to these contracts.

**Position**



# Memo

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To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

TWELVE MONTH CALENDAR/OTHER MEETINGS / REPORTS

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Any report will be oral at the time of the Board meeting. Please refer to the TWELVE MONTH Calendar (attached) for meetings attended.



**TWELVE MONTH CALENDAR OF EVENTS (AS OF 7/1/21)**

Date(s)	Event	Time	Location	Attending Board Member(s)	Additional Information (Speakers' Topic, Cohosts, etc.)
<b><u>JUNE 2021</u></b>					
17-Jun	Meeting Debrief		Call	Watt	
21-Jun	General Counsel Briefing	10:00 AM	Zoom	Meyers	
23-Jun	Safety Committee Meeting	2:30 PM	TBD	Meyers, Topolovac	
28-Jun	RCCS Briefing with DLM		Board Conference Room	Meyers	
<b><u>JULY 2021</u></b>					
1-Jul	San Dieguito Brackish Groundwater Project Site Tour	11:00 AM		Meyers, Watt	
1-Jul	Call with the General Manager			Guerin	
5-Jul	Holiday				
8-Jul	APWA Virtual Luncheon	12:00 PM		Watt	
8-Jul	Meeting with the General Manager			Meyers	
8-Jul	Meeting with the General Manager			Guerin	



# Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

CORRESPONDENCE

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Any correspondence is attached.





May 1, 2021

To the Board of Directors of  
Olivenhain Municipal Water District  
Encinitas, California

We are engaged to audit the financial statements of the business-type activities of the Olivenhain Municipal Water District, California (the "District") as of and for the year ended June 30, 2021. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated May 1, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of the District. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information ("RSI") to supplement the basic financial statements. Our responsibility with respect to the Management's Discussion and Analysis ("MD&A"), the Modified Approach for Steel Water Storage Tanks Infrastructure Capital Assets, the Schedule of Contributions – Defined Benefit Pension Plans, and the Schedule of Proportionate Share of the Net Pension Liability, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI was not audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we do not express an opinion or provide any assurance on the RSI.

We have not been engaged to report on the Introductory and Statistical Sections, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in this report. We have no responsibilities for determining whether this other information is properly stated. This other information is not audited and we do not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.



**Olivenhain Municipal Water District**

May 1, 2021

Page 2

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately June 21, 2021 and issue our report on approximately November 30, 2021. Coley Delaney is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

San Diego, California

A handwritten signature in blue ink that appears to read "Coley Delaney". The signature is written in a cursive, flowing style.

Coley Delaney, CPA  
CPA Number: 115598



**Board of Directors**

Lawrence A. Watt, President  
Kristie Bruce-Lane, Vice President  
Christy Guerin, Treasurer  
Robert F. Topolovac, Director  
Neal Meyers, Director



**General Manager**  
Kimberly A. Thorner, Esq.  
**General Counsel**  
Alfred Smith, Esq.

June 11, 2021

Senator Nancy Skinner, Chair  
Committee on Budget and Fiscal Review  
California State Senate  
State Capitol, Room 5019  
Sacramento, CA 95814

Assemblymember Phil Ting, Chair  
Committee on Budget  
California State Assembly  
State Capitol, Room 6026  
Sacramento, CA 95814

**RE: Inclusion of IRWM Funding in Drought Relief and Resilience Package**

Dear Senator Skinner and Assemblymember Ting,

On behalf of Olivenhain Municipal Water District, I am writing to urge the inclusion of \$510 million in statewide funding for Integrated Regional Water Management regions in the final drought relief and resilience package. OMWD provides 87,000 customers in northern San Diego County with water, wastewater, recycled water, hydroelectric, and recreational services.

California's IRWM program is well-established and the associated infrastructure that the program already has in place makes it an attractive vehicle for rapid allocation and deployment of drought relief and response funding. IRWM is an effective and efficient collaborative effort to plan and implement water management solutions on a regional scale. The IRWM approach delivers a higher value for investments by considering all interested entities, working across jurisdictional boundaries, encouraging diverse partnerships through collaboration, and prioritizing multiple benefit projects. The 48 IRWM regions represent 99% of the state's population, and efficiently serve as a funnel to provide funding for projects that directly benefit the people they serve, including disadvantaged communities and Native American tribes.

In addition to robust IRWM funding, OMWD also encourages consideration of funding for other important water resources priorities, such as water quality improvement, water recycling, desalting, regional water system interconnectivity, groundwater sustainability, and stormwater management. OMWD believes that funding drinking water and wastewater projects is important to the protection of public health while also creating jobs in California. The IRWM process puts California in a great position to get projects under way in a meaningful fashion with a prioritized list of projects that has been vetted at the local level through IRWM plans.

Governor Gavin Newsom's 2020 Water Resilience Portfolio identified IRWM as one of the best programs to implement major portions of the Portfolio. IRWM funds a diverse set of projects that meet the goals of regional partnership and climate resilience. In the past, IRWM has funded conservation, recycled water, stormwater, groundwater recharge, habitat restoration, salt removal, and many other projects on a regional scale. These are the types of projects that can advance and improve regional and inter-regional water resilience and sustainability in an expedited manner that is responsive to drought conditions and utilizes existing infrastructure and programs to deliver project benefits.



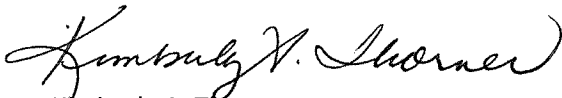


Investment in IRWM is leveraged by matching local funds. Over the past several years, the state has invested approximately \$1.45 billion in bond funds in IRWM projects, and the regions throughout the state have matched that amount with an additional \$5.6 billion spent on those collaborative projects. The matching funds required under previous bond allocations leverage state investment and increase overall funding for regional and inter-regional water resilience.

For these reasons, OMWD encourages statewide funding for IRWM regions in the final drought relief and resilience package. OMWD requests the funding be allocated to IRWM Funding Areas based on hydrologic regions as defined by the California Water Plan, consistent with the previously approved Proposition 1 water bond. The \$510 million request exactly replicates the amount allocated to IRWM regions through Proposition 1.

OMWD appreciates your leadership on water and climate issues. If you should need any additional information, please do not hesitate to contact me at 760-753-6466 or [kthorner@olivenhain.com](mailto:kthorner@olivenhain.com).

Regards,



Kimberly A. Thorner  
General Manager

CC:     Senator Patricia Bates  
          Senator Brian Jones  
          Senator Toni Atkins  
          Assemblymember Tasha Boerner Horvath  
          Assemblymember Brian Maienschein  
          Assemblymember Marie Waldron  
          Assemblymember Christopher Ward





**NORTH SAN DIEGO**  
**WATER REUSE**  
c o a l i t i o n

June 9, 2021

The Honorable Dianne Feinstein  
Chairperson, Senate Appropriations Subcommittee on Energy and Water Development  
331 Senate Hart Office Building  
United States Senate  
Washington, DC 20510

Dear Senator Feinstein,

On behalf of the North San Diego Water Reuse Coalition, I am writing to express our support for your draft legislation concerning water infrastructure, the Support to Rehydrate the Environment, Agriculture and Municipalities Act (STREAM Act). The NSDWRC is encouraged by the important investment this bill would make in our nation's water infrastructure by authorizing a funding level of \$250 million for water recycling projects. The STREAM Act represents a major step forward in water policy by pragmatically addressing the water needs of western communities, while also ensuring that environmental protection and climate resilience are properly addressed when new projects are developed.

The predecessor of today's North San Diego Water Reuse Coalition was formed in the late 1990s, when four separate water agencies developed a joint project totaling approximately \$133 million. The project would be awarded \$20 million in US Bureau of Reclamation Title XVI funding. The end result was 10,000 acre-feet—over three billion gallons—of recycled water that is currently being delivered to the region's customers each year.

About 80 percent of our region's water is imported, and thereby subject to drought and other potential water supply interruptions, making it imperative for San Diego County water agencies to implement water supply alternatives such as recycled water. Since the region's water supply challenges cannot be solved by any one agency alone, our coalition of northern San Diego County water and wastewater agencies has grown to nine members: Carlsbad Municipal Water District, City of Escondido, Leucadia Wastewater District, City of Oceanside, Olivenhain Municipal Water District, Rincon del Diablo Municipal



Water District, San Elijo Joint Powers Authority, Santa Fe Irrigation District, and Vallecitos Water District. The NSDWRC seeks to reduce potable water use and strengthen local drought resilience regionally through water reuse. Through this collaboration beyond jurisdictional boundaries, NSDWRC demonstrates a commitment to provide a reliable, drought-resilient source of water for the region, and a reduced discharge of wastewater to the ocean.

The NSDWRC very much appreciates your dedication to the needs of our state as a senior member of the Senate Appropriations Committee, and as Chair of the Energy and Water Development Subcommittee. Your efforts to significantly increase the dollars appropriated to water recycling projects in last year's omnibus appropriations bill were vital. However, as you know, there are more than \$550 million worth of projects of this type eligible for federal support. We believe that the STREAM Act's increase in authorized funding levels to \$250 million through 2027 will justify a more robust annual expenditure on water recycling.

As President Biden's administration places renewed emphasis on sustainability, we believe that water recycling can make a tremendous contribution to that effort. Treated wastewater can serve as a highly dependable water source, contributing to a more sustainable resource utilization. Our efforts can reduce overall water consumption resulting in cost savings. With respect to the environment, the reuse of treated wastewater allows for the conservation and allocation of fresh water, and can enhance the restoration of streams, wetlands, and ponds.

The NSDWRC is proud to lend its voice in support of this effort. We look forward to working with you and the California delegation to make this important piece of legislation a success. If you or your staff should need any additional information, please do not hesitate to contact me at 760-753-6466 or [kthorner@olivenhain.com](mailto:kthorner@olivenhain.com).

Sincerely,



Kimberly A. Thorner  
General Manager, Olivenhain Municipal Water District  
North San Diego Water Reuse Coalition



**Board of Directors**

Lawrence A. Watt, President  
Kristie Bruce-Lane, Vice President  
Christy Guerin, Treasurer  
Robert F. Topolovac, Secretary  
Neal Meyers, Director



**General Manager**  
Kimberly A. Thorner, Esq.  
**General Counsel**  
Alfred Smith, Esq.

June 30, 2021

Water Use Efficiency Branch  
Department of Water Resources  
P.O. Box 942836  
1416 9<sup>th</sup> Street  
Sacramento, CA 95814

**RE: Landscape Area Measurement Study**

Dear Water Use Efficiency Branch,

On behalf of Olivenhain Municipal Water District, I am writing to provide comments on the California Department of Water Resources' Landscape Area Measurement Study. OMWD provides 87,000 customers in northern San Diego County with water, wastewater, recycled water, hydroelectric, and recreational services.

OMWD is a strong proponent of water conservation, evident through its numerous programs and policies. For example, OMWD offers its residential customers free water use evaluations, where a certified landscape architect provides a list of recommendations specific to the property to improve efficiency. OMWD has a free customer "My Water View" portal, where customers can not only view their water usage, but also set thresholds to be alerted in case of abnormal water use. OMWD strives to minimize system water loss, as made evident through an infrastructure leak index of 1.0 year after year. Further, OMWD is a regional leader in expanding the availability of recycled water—a reliable, drought-proof source of water that will further conserve potable water.

Because of these efforts, OMWD far exceeded its SB X7-7 conservation target of reducing gallons per capita per day from a baseline of 352 GPCD down to 282 GPCD in 2020. In 2020, actual GPCD was a staggering 41 percent lower than the baseline at only 206 GPCD.

It is clear that OMWD recognizes the importance of using water efficiently. However, we have several concerns regarding the standards that are being proposed as a result of the Study.

In 2018, after much negotiation, discussion, and public input, AB 1668 (Friedman) and SB 606 (Hertzberg) instructed DWR to develop an outdoor standard based on the Model Water Efficient Landscape Ordinance efficiency standards for irrigable land, with the goal to achieve



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A Public Agency Providing Water Wastewater Services Recycled Water Hydroelectricity Elfin Forest Recreational Reserve





conservation greater than that established by SB X7-7.

It is concerning that DWR opted to have both irrigable, irrigated land and irrigable, non-irrigated land measurements included in the landscape area measurement study as separate landscape classification types. The legislation directed that **all irrigable landscape area** be included when determining the allowable water use target. OMWD is concerned about distinguishing whether irrigable area is irrigated or not, as it has fostered the discussion on whether irrigable, non-irrigated land should be excluded in the total landscape area measurement when determining irrigable area. OMWD offers that both measurements of irrigable area (irrigated and non-irrigated) be combined and reported simply as irrigable, to avoid any such notions that would facilitate circumventing the established law and intent of the legislation.

Furthermore, the current methodology used in this study by which to determine non-irrigable area does not adequately reflect an area's ability to be irrigated (i.e., irrigable). Instead, it is simply a measurement of whether or not that property was irrigated, or has received irrigation. An area of land that hasn't been irrigated over the past several years does not serve to indicate the land's ability to be irrigated. For example, mulched areas in between irrigated land should not be considered non-irrigable—they are simply not being irrigated. OMWD proposes that any parcel less than an acre should have all of its non-hardscaped land be classified as irrigable, due to the fact that irrigation can be achieved from simply running a long garden hose. It is a relatively simple exclusion that can be included and allowed to achieve the legislation's intent. Many of the properties in OMWD's service area are less than an acre with minimal amounts of irrigable area and large areas considered by the study as non-irrigable. The customers are choosing not to water these portions of the yard as a means of minimizing their water use, not due the inability of the land to be irrigated. Excluding these areas unfairly penalizes properties that have already undertaken drastic conservation measurements, such as removal of landscaped area.

OMWD is also concerned about the agricultural mask layer used to exclude agricultural use on residential-zoned properties. OMWD has many residential customers who have agricultural-type landscapes that are not agricultural operations. The water is billed, and used, for residential use. For example, large portions of OMWD service area include residential areas with over an acre of their property that is planted with citrus trees for ornamental use. They are not agricultural customers, however they are excluded under the agricultural mask layer. Instead of an agricultural mask layer, OMWD proposes that agricultural use be accounted for in a similar manner as is currently being reported to the State Water Resources Control Board on a monthly basis, with the agency self-reporting total agricultural use.

OMWD recognizes the challenge that DWR has been tasked with. The goal to achieve reductions beyond that set by SB X7-7, by developing a water use target based off efficiency standards, is no small accomplishment. OMWD has attended numerous water use efficiency workshops, and is concerned that conversations have lost sight of the direction of the legislation. Instead, talks have focused on achieving conservation greater than current use,



rather than greater than what was established by SB X7-7. For an agency like OMWD, which is already 41 percent lower than its SB X7-7 goal, developing a water target that would achieve an even greater reduction based on efficiency standards is inappropriate. OMWD could increase its use by 40 percent, and still meet the SB 606 and AB 1668 targets. OMWD would like to remind DWR of this when developing water use targets that will dictate how much water an agency is allowed to provide its customers, irrespective of the available supply.

Lastly, due to the amounts of data that agencies are being asked to review, the staff-intensive process of doing so, a lack of dedicated staff resources for these efforts, and the short amount of time to ensure that the data is correct, OMWD asks that, in the event of more data errors being identified, OMWD should be granted the opportunity to work with DWR to rectify those errors. Additionally, in the future when water budgets have been created and suppliers are striving to achieve them, OMWD asks that in the event a supplier is failing to meet their target, DWR should work with the supplier on their LAM to ensure that if there are errors, they are corrected. This process should be conducted prior to any penalty being issued to the supplier.

We appreciate your consideration of our concerns. If you or your staff should need any additional information, please do not hesitate to contact me at 760-753-6466 or [kthorner@olivenhain.com](mailto:kthorner@olivenhain.com).

Regards,



Kimberly A. Thorner  
General Manager





CERTIFICATE OF RECOGNITION

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*Presented to*  
***Olivenhain Municipal***  
***Water District***

*Congratulations on the opening of your newly renovated headquarters! This wonderful new space provides better safety, more inclusion, and increased access between the agency and the public. Thank you for your diligent work every day providing water to our community.*

*May 10, 2021  
Encinitas, California*

A handwritten signature in blue ink, reading "Patricia C. Bates". The signature is written in a cursive style with a large, stylized 'P' and 'B'. The signature is written over a horizontal line.

PATRICIA C. BATES

Senator, 36<sup>th</sup> District



----- Original message -----

From:

Date: 7/2/21 10:32 AM (GMT-08:00)

To: Stephanie Kaufmann <skaufmann@olivenhain.com>

Subject: Next Board Meeting

Good Morning-

I am a resident in the OWMD. I would like to express my support for the rate increase to consumers of our drinking water.

I think that we would have greater participation in water conservation if all ratepayers (commercial, residential and rural consumers) had to pay the actual cost of fresh drinkable water. No governmental subsidies!

In nations that implement this policy there is a marked decrease in usage and waste and incredible blossoming of technological development in efficient use and reuse of water.

Let's get with the program!!!

Please submit this as a public comment at the Board meeting.

Thank You,

Marti Eisenberg



# Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: AUTHORIZATION TO ATTEND UPCOMING MEETINGS /  
CONFERENCES / SEMINARS

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The Board may desire to attend a meeting that requires Board approval.



# Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: FUTURE AGENDA ITEMS

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The Board may have items to be considered at a Future Board meeting.



# Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: CONSIDER PUBLIC COMMENTS

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There may be public comments before the Board meeting is adjourned.



# Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: CLOSED SESSION

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It may be necessary to go into Closed Session.



# Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: ADJOURNMENT

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We are adjourned.

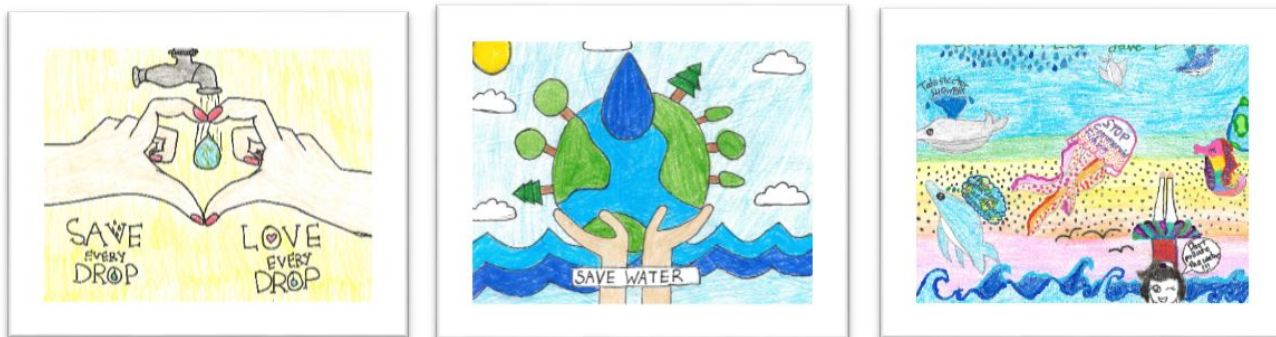


# OMWD names winners in ‘Love Water, Save Water’ poster contest

 [thecoastnews.com/omwd-names-winners-in-love-water-save-water-poster-contest/](https://thecoastnews.com/omwd-names-winners-in-love-water-save-water-poster-contest/)

staff

June 17, 2021



ENCINITAS — Winners of the annual “Love Water, Save Water” youth poster competition were recognized by Olivenhain Municipal Water District’s Board of Directors at its June 16 meeting.

Students from fourth-grade classes in OMWD’s service area participated in this year’s competition. All three winners are from Stone Ranch Elementary School in 4S Ranch.

The first place winner was Norah Shin. Her poster features a faucet with a globe-colored water drop positioned between two hands making a heart.

Second place went to Rishika Varma. Her poster shows two hands holding the earth, with prominent trees and a large water drop.

Aila Ocampo received third-place honors. Her artwork depicts ocean creatures offering water saving tips.

“The poster contest is a fun way to engage today’s youth and raise community awareness on the importance of using water efficiently,” said OMWD Board Director Bob Topolovac. “It not only gets each student thinking about ways to save water, but will also help to inspire others to make water conservation a way of life.”

This was the 28th iteration of the annual poster contest that asks fourth grade students to draw images to demonstrate the importance of water use efficiency in San Diego. The theme for this year’s contest was “Love Water, Save Water.” The contest teaches students the value of water as a limited resource and the importance of using it efficiently, while providing OMWD with locally produced artwork to reinforce this message to its customers.

The three posters will be featured in a 2022 Water Awareness Calendar.



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## Features

### Five little-known nature preserves not far from L.A.

The COVID-19 pandemic didn't stop 1 billion of us from streaming into the country's national parks in 2020. In fact, it increased our desire to take refuge in the outdoors, leading to complaints about overrun trails and picnic spots in some of California's most popular places. One alternative to the big-park experience: nature preserves, which provide an intimate way to experience nature without the crowds.

Jun. 16 2021 @ 8:59pm





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LOS ANGELES — The COVID-19 pandemic didn't stop 1 billion of us from streaming into the country's national parks in 2020. In fact, it increased our desire to take refuge in the outdoors, leading to complaints about overrun trails and picnic spots in some of California's most popular places. One alternative to the big-park experience: nature preserves, which provide an intimate way to experience nature without the crowds.

Preserves throughout the West are often run by private conservancies. They can be large or small but share a common goal of protecting particular landscapes.

"Often they're in place to protect certain plants or animals or ecosystems types or special features; sometimes it's historical or archeological features," said Nature Conservancy biologist Sophie Parker. As an example, for 50 years, her organization has worked to protect the remote Amargosa River in the Mojave Desert and the native pupfish and Amargosa toads that live nowhere else.

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Preserves also reflect an ethos of land stewardship and a strong belief that wild places should be open to the public for free. The Wildlands Conservancy, which manages more than 20 preserves in the West, believes that access to nature is a birthright. One of its core beliefs: "Free access to our preserves removes the socio-economic barriers that tend to promote a disconnect with nature."

You won't find traffic, restaurants, snack stands, lodgings, tour buses and shops at nature preserves. "No stores," Landon Peppel of the Wildlands Conservancy said during a recent visit to Wild Wolves Preserve in Bakersfield. "All we sell is nature."

To get the most out of your visit, bring binoculars and field guides that can help you identify species that may exist nowhere else. Seek on-site docents and rangers (some may not be available because of the pandemic) who can take you on a tour and explain what's special about the site. Some preserves, such as Wind Wolves, offer camping, but many don't.

Here are five worth visiting that are an easy drive from Los Angeles.



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10017 California 100, Bakersfield

Open 8 a.m. to 6 p.m. daily (closed Christmas Eve and Christmas Day)

Free entrance and parking; free camping (tents and vans only)

Dogs on leashes OK

People sometimes think they see wolves at Wind Wolves Preserve. After all, it's right there in the name. A sign at the entrance explains that "wind wolves" refers to "the undulating grasses that resemble running animals." The tawny ears that occasionally pop up from the shrubby chaparral suggest a sighting, but they belong to coyotes, convincing stand-ins.

What you see at this preserve depends on when you go. During a visit in early April, the hills were green but lacked the poppies and lupine that typically cover hillsides during rainier years. "It can look like a paint can went off," said Peppel, resource conservation director for the Wildlands Conservancy. A herd of tule elk, introduced in 1998, dots the distant hills.

It's hard to believe the 93,000-acre preserve exists in the southern San Joaquin Valley, better known for oil fields and farmlands that stretch from Bakersfield to Stockton.

"This is one of the most dynamic landscapes in California," Peppel said, referring to the five eco-regions on the property, which require careful attention. The site was a cattle ranch before the nonprofit bought the property more than two decades ago to protect and conserve the spot where the Transverse Ranges, Coast Ranges and the Sierra Nevada meet. Elevations in the preserve start with rolling grasslands at 600 feet and climb to juniper and pinyon forests at 6,000 feet.

It has a year-round creek lined with sycamore and cottonwood trees, 40 miles of hiking trails, a dozen campsites, a small waterfall, considerable rock art and cultural treasures (off-limits to the public because they are fragile), and thousands of plant and animal species.

Summer brings much higher temperatures, so get there early in the day to avoid midday heat. From California 166, follow a long paved road past a stone quarry to the well-marked entrance.

When you're ready to explore, take the easy San Emigdio Canyon Trail that follows the creek about a mile to Raven's Landing, which offers good views of the canyon and the San Joaquin Valley. If you want to go farther, it's 3.8 miles one way.

The more ambitious Tule Elk Trail, steep in places, climbs the other side of the creek to an overlook with sweeping views (4.6 miles each way). Bicyclists can take the El Camino Viejo Bike Trail down the canyon, an easy 5.2-mile course each way. Check out the hiking/biking map posted at trailheads for more options.



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7251 River Edge Road, Fairbrook, California

Open daily 8 a.m. to 5 p.m.

Free entrance and parking

Dogs on leash OK

The trail that hugs the Santa Margarita River in the preserve almost commands you to take it slow. It's woodsy and surprisingly lush as you follow one of Southern California's last free-flowing rivers (meaning no concrete channel, no reservoir, no damming).

Tiny white flowers sprout from miner's lettuce, and larger white flowers from wild cucumber on the bank opposite the river; a great blue heron and a few egrets linger at the water's edge. Water is a rare sight on hikes, so it's worth taking your time to explore and use your iNaturalist app to identify some of the thousand plants and animals that call the preserve home.

Trails are well-marked in this almost 1,400-acre preserve, managed by the Wildlands Conservancy. The River Trail takes you along the water for 2 miles, or you can take the 500-Foot Trail that winds up chaparral slopes and offers views of nearby Gavalin Mountain.

Five trails are marked on the map (available at the trailhead), all rated moderate. Expect to share them with horseback riders, trail runners and dog walkers. There are benches in shady spots along the river walk if you want to pause or picnic. Parking fills quickly on weekends; consider a midweek visit instead.

Elfin Forest Recreational Reserve

8833 Harmony Grove Road, Escondido, California

Open daily 8 a.m. to half-hour before sunset

Free entrance and parking

Dogs OK on leash and off-leash at posted times

"Elfin forest" refers to chaparral, which is the dominant habitat in this 784-acre preserve managed by the Olivenhain Municipal Water District. It's a sweet site where you can hike on trails along the creek or up above the canyon. Eleven miles of trails are open to hikers, mountain bikers and horseback riders. Oak Idyll, a small grove of oak trees with a stone bench that faces Escondido Creek, is a good place to relax or meditate. From the parking lot, the walk to the grove is less than a quarter mile, with easy terrain suitable for young children.



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and hook into more routes that overlook nearby Olivenhain Dam. Trails are well marked on a single-sheet map available at the trailhead (the nature center is closed due to the pandemic).

The preserve usually requires dogs to be leashed, but at certain times they may be under "voice command." There's also a heat index chart that explains when it may be too hot to take your dog.

#### Volcan Mountain Wilderness Preserve

1209 Farmer Road, Julian, California

Open 8 a.m. to sunset daily (except Christmas)

Free entrance; park on the road

Dogs OK on leash

Volcan Mountain preserve is worth a stop even on a blustery, rainy day. It's 2,900 acres, with a mix of conifers, oaks and manzanita that gives you a big-woods feel as you explore not far from downtown Julian.

Start at the well-marked gateway before heading up the trail to the summit on a 5.4-mile round-trip hike (moderately strenuous) with 1,200 feet of gain. You'll see a marker at the top that notes the mountain was once considered as an observatory site; Mt. Palomar was selected instead. Summit views take in the desert and San Diego (on clear days).

If you are short on time, take the Five Oaks Trail, a single-track route that weaves through thick manzanita and lupine and then return on the main road. Most trails are open to mountain bikers and horseback riders.

#### Ramona Grasslands County Preserve

17430 Highland Valley Road, Ramona, California

Open daily 8 a.m. to sunset

Free entrance and parking

Dogs OK on leash

The drive along Highland Valley Road takes you on a pretty winding route past wineries (worth a stop before or after) through the Santa Maria Valley. Hiking trails at the preserve are short and exposed, with a pastoral feel. Cows graze on this land — some close to the trail — home to sprawling oak trees and boulder-strewn fields. Trails are marked with a fence to keep you from straying into fragile areas.



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children. Birders should look for golden eagles, which hunt in these grasslands, and burrowing owls.

San Diego County partnered with the Nature Conservancy to create the preserve. Three others nearby make for an easy group visit: Barnett Ranch, Luelf Pond and Simon county preserves.

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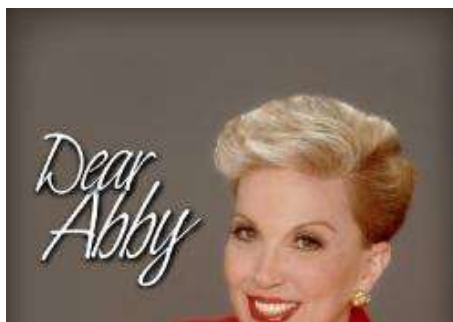
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# THE COAST NEWS GROUP

## THE COAST NEWS | THE INLAND EDITION

### PLANT OF THE YEAR

Olivenhain Municipal Water District's 4S Ranch Water Reclamation Facility was honored by California Water Environment Association as its 2021 Plant of the Year (Small).

Presented during CWEA's Virtual Conference and Expo, the award recognizes accomplishments with regard to regulatory compliance, innovative practices, employee development, cost-effectiveness, and other evidence of superior plant operations.



# OMWD's 4S Ranch Water Reclamation Facility earns statewide 'Plant of the Year' honors

Olivenhain Municipal Water District's 4S Ranch Water Reclamation Facility was honored recently by California Water Environment Association as its 2021 Plant of the Year (Small), according to an OMWD news release.

Presented during CWEA's Virtual Conference and Expo, the award recognizes accomplishments with regard to regulatory compliance, innovative practices, employee development, cost-effectiveness, and other

evidence of superior plant operations.

"Our board is honored to have CWEA recognize at the state level OMWD's fiscal accountability, efficiency, and innovation in the operation of our 4S Ranch Water

Reclamation Facility," said OMWD Vice President Kristie Bruce-Lane. "With California facing its third consecutive dry year, we need to invest in more local and regional water supply facilities like this. Without them, water scarcity

due to the effects of climate change and water policies in Sacramento will continue to impact people's health and access to water."

4S WRF can produce up to two million gallons of high-quality recycled water

each day, reducing the use of drinking water to irrigate properties such as schools, parks, golf courses, streetscapes, and homeowner association common areas. OMWD meets approximately 14 percent of its overall demand with recycled water and continues to expand the use of recycled water within its service area. OMWD also promotes the expanded use of recycled water throughout the state.

CWEA's award program serves to recognize professional achievements within the wastewater industry and raise public awareness of the importance of wastewater treatment to public health and the environment. 4S WRF received the same designation at the local level earlier this year from CWEA's San Diego Section.

Founded in 1927, the California Water Environment Association is a not-for-profit association of 9,000-plus professionals in the wastewater industry. The association trains and certifies wastewater professionals, disseminates technical information, and promotes sound policies to benefit society through protection and enhancement of the water environment. By recognizing achievements in the wastewater industry, CWEA's award program raises public awareness of the importance of wastewater treatment to public health and the environment.



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## Encinitas Library bookstore holds sale Saturday

The Encinitas Friends of the Library Bookstore will hold a half-price sale from 10 a.m. to 4 p.m. Saturday, June 19 under the canopy at 540 Cornish Drive. The sale includes fiction for all ages along with biographies, books on spirituality, cookbooks, self help books and more. Visit [encinitaslibfriends.org](https://encinitaslibfriends.org).