

**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 AND IN PERSON**

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, AUGUST 18, 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. Compliance with current COVID-19 regulations in place at the time of the Board Meeting will be adhered to. Unvaccinated individuals must wear a mask.

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

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

Meeting ID: 813 2862 1585 and Password: 251534

**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

Personal appearance by Santa Fe Irrigation District Board Member, Dana Frieauf who is running for the ACWA - Region 10 vacancy.

7. PRESENTATION OF AWARDS AND HONORABLE MENTIONS

Service Awards and Promotions from 2020

- \*Raymond Motas – Water Reclamation Operator III – 15 years – September
- \*Rudy Petrovski – Instrument Control Technician II – 15 years – September
- \*Jose Rodriguez – Valve Maintenance Technician I – 15 years – September
- \*Sean Stevenson – Water Treatment Plant Operator III – 15 years – September

Current Service Awards, Promotions and Honorable Mentions

- \* A Better Way Award – Shawnn Schaub – Park Ranger II
- \* Jesus Hernandez – Water Treatment Plant Operator III – New Hire – July
- \* Giovanni Santana – Utility II – Promotion – July
- \* William Broadhead – Water Reclamation Operator III – 5 years – August
- \* Amy Hill – Customer Service Representative I – New Hire – August

8. CONSIDER APPROVAL OF THE MINUTES OF THE JULY 14, 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 REVOLVING AND REGULAR ACCOUNTS; LISTED TRANSFERS OF FUNDS; AND REIMBURSEMENT OF EXPENSES TO BOARD MEMBERS AND STAFF; AND MONTHLY 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 ADOPTION OF A RESOLUTION RECOGNIZING SEPTEMBER 19-24, 2021 AS POLLUTION PREVENTION WEEK
C-d	CONSIDER ACCEPTANCE OF THE MIRA COSTA COLLEGE BUILDING B200 4-INCH FIRE DETECTOR CHECK INSTALL PROJECT (MIRA COSTA COMMUNITY COLLEGE DISTRICT) INTO THE DISTRICT’S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED
C-e	CONSIDER ACCEPTANCE OF THE STRATFORD HOA PIPELINE LEAK EMERGENCY REPAIR AND PAVING RESTORATION PROJECT (PIPERIN CORPORATION) INTO THE DISTRICT’S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED

C-f	CONSIDER LEASE AGREEMENT RENEWAL WITH CARTER’S HAY AND GRAIN FOR 10-YEAR CONSECUTIVE TERM AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
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10. CONSIDER INFORMATIONAL BRIEFING WITH SDCWA ON THE DELTA CONVEYANCE, SALTON SEA, AND REGIONAL CONVEYANCE
11. CONSIDER INFORMATIONAL REPORT ON WATER USE EVALUATION SERVICES AND CONSERVATION-RELATED OUTREACH
12. CONSIDER APPROVAL OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT’S CAPACITY FEES AND ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT’S ADMINISTRATIVE AND ETHICS CODE (Article 13 – Policy for District Facilities)
13. CONSIDER ADOPTION OF A RESOLUTION MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION FINDINGS TO ESTABLISH WATER CAPACITY FEES WITHIN ZONES OF BENEFIT IN THE DISTRICT, AND ORDER A NOTICE OF EXEMPTION BE FILED WITH THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO
14. CONSIDER APPROVAL OF A COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA IN THE AMOUNT OF \$200,000 FOR THE CONSTRUCTION OF THE MANCHESTER RECYCLED WATER PIPELINE PROJECT CONNECTION TO THE SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PIPELINE AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
15. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS IN THE AMOUNT OF \$104,600 FOR GEOTECHNICAL SERVICES FOR THE MANCHESTER AVENUE POTABLE WATER PIPELINE REPLACEMENT AND MANCHESTER AVENUE RECYCLED WATER PIPELINE PROJECTS AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
16. CONSIDER APPROVAL OF A 2-YEAR PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) FOR AS-NEEDED HYDRAULIC MODELING SERVICES IN THE AMOUNT OF \$75,000 AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
17. CONSIDER PRESENTATION ON ENTERPRISE ASSET MANAGEMENT WORK ORDER BACKLOG (INFORMATIONAL ITEM)
18. CONSIDER AWARD OF A CONTRACT WITH PIPERIN CORPORATION IN THE AMOUNT OF \$384,500 FOR THE VALVE REPLACEMENT PROJECT EXCAVATION AND PAVING SUPPORT SERVICES FOR FISCAL YEAR 2021-2022 AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
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
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- 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]
    - D) CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION – ONE CASE [PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4)]
  - 26. OPEN SESSION
  - 27. ADJOURNMENT



# OLD LOCK



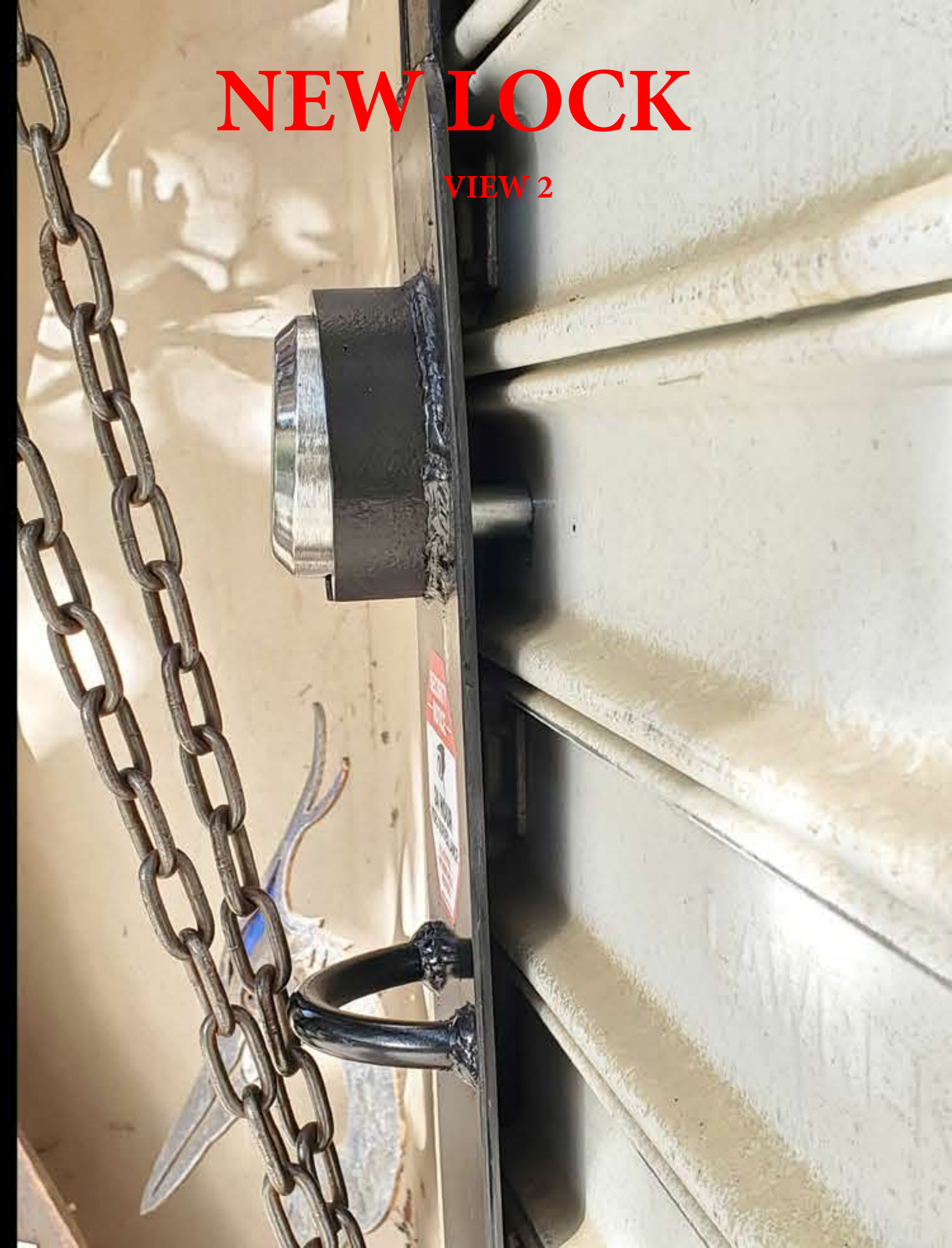
# NEW LOCK

VIEW 1



# NEW LOCK

VIEW 2







# 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: August 18, 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**

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

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

The June 2021 Monthly Investment Report will be available for review and approval by the Board after the fiscal year 2020/21 financial audit is completed in October 2021. As of the writing of this memo, Finance Staff is currently working on closing fiscal year 2020/21.

Olivenhain Municipal Water District  
Proposed Motions for August 18, 2021 Board of Directors Meeting  
July 2021 Activities  
Consent Calendar Item # C-a

Proposed Motions:

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

Regular Account	warrants	028843 ✓	to	029095 ✓	\$	2,192,504.59 ✓
	ACH Payments - Payroll					186,025.13
	Wire - SDCWA - Monthly Purchased Water Payment					2,638,071.18
	ACH Payments - ACWA JPIA - Health Insurance					127,284.50
	ACH Payments - Payroll					193,281.44
	Wire - SDCWA - Quarterly Capacity Fees					22,932.00
						<hr/>
					\$	5,360,098.84 ✓

Major Category of Disbursements

Total disbursements from the District's checking account:

\$ 2,192,504.59 ✓

Following is a breakdown of this total by major categories:

Category

Outside services	\$	656,778.14
Inventory and supplies		275,454.23
Utilities		186,146.18
Repairs and maintenance		272,393.46
Other		4,193.59
Refunds		483,912.65
Insurance		313,032.34
Permit Fees		594.00

Total      \$ 2,192,504.59 ✓

Sincerely,

  
Rainy K. Selamat/Finance Manager

Olivenhain Municipal Water District  
Proposed Motions for August 18, 2021 Board of Directors Meeting  
July 2021 Activities

California Bank and Trust

Regular Account

warrants      028843 ✓      to      029095 ✓      \$      2,192,504.59 ✓

7/8/2021 ACH Payments - Payroll	186,025.13
7/16/2021 Wire - SDCWA - Monthly Purchased Water Payment	2,638,071.18
7/22/2021 ACH Payments - Payroll	193,281.44
7/27/2021 ACH Payments - ACWA JPIA - Health Insurance	127,284.50
7/28/2021 Wire - SDCWA - Quarterly Capacity Fees	22,932.00

\$      5,360,098.84 ✓

Approved:

For Board Consideration and Approval

Olivenhain Olivenhain Municipal Water District  
July 2021 Warrant List

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
028843	7/7/2021	Ababa Bolt Inc	66.60	SUPPLIES	Yes
028844	7/7/2021	Adam Robinson	81.10	REF:1028363_158855	
028845	7/7/2021	American Backflow Specialties	21.19	SUPPLIES	
028846	7/7/2021	American Messaging	98.91	L1-072035	
028847	7/7/2021	AT & T	23.67	9391056562	
028848	7/7/2021	AToM Engineering Constr. Inc	17,925.15	RETENTION	
028849	7/7/2021	Bee Rescue LLC	240.00	1220 RANCHO ENCINITAS DRIVE	
028850	7/7/2021	Bil Zelman	87.95	REF:1081871_184700	
028851	7/7/2021	Bob Turner's Crane Service Inc	2,172.10	CRANE SERVICES	Yes
028852	7/7/2021	California State Disbursement Unit	123.23	Employee Garnishment	
028853	7/7/2021	California Underground Facilities	475.68	CALIFORNIA REGULATORY FEES	Yes
028854	7/7/2021	Carollo Engineers	1,032.00	RW storage pond operations assessment	Yes
028855	7/7/2021	CDW Government Inc	32.55	SUPPLIES	
028856	7/7/2021	City Treasurer	14,266.77	5/21 17.65 AF RECYCLED WATER	
028857	7/7/2021	Computer Protection Technology, Inc.	1,586.23	SUPPLIES	
028858	7/7/2021	Karen Connor	700.00	CPR/FIRST AID	
028859	7/7/2021	Controlled Entry Specialists	501.00	NBHD #3 SPS SERVICES	
028860	7/7/2021	Core & Main LP	340.49	2" Mip X Quick Joint Coupling	Yes
028861	7/7/2021	Cyber Marketing Network Inc	121.21	Safety Boots	Yes
028862	7/7/2021	DCL Enterprise Inc Dba	235.91	WTP SERVICES	Yes
028863	7/7/2021	Edco Waste & Recycling	378.38	25-4A 861816	Yes
028864	7/7/2021	Jason Emerick	59.95	BUMA MEETING REFRESHMENTS	
028865	7/7/2021	Encinitas Ford	47.56	PU66 SUPPLIES	Yes
028866	7/7/2021	Eric Miller	71.34	REF:1060977_224160	
028867	7/7/2021	ESS	936.00	WWTP ALARM MONITORING	Yes
028868	7/7/2021	Evoqua Water Technologies	220.70	WWTP PREVENT MAINT SVCS	
028869	7/7/2021	Federal Express Corp	78.75	SHIPPING	
028870	7/7/2021	Ferguson Enterprises Inc. #1083	6,996.87	SUPPLIES	Yes
028871	7/7/2021	Fieldman, Rolapp & Assoc	919.22	CONSULTING SERVICES	
028872	7/7/2021	Gallade Chemical	2,874.96	WTP CHEMICALS	
028873	7/7/2021	Global Power Group Inc	400.50	WWTP PREVENT MAINT SERVICES	
028874	7/7/2021	Hanson Aggregates Inc	196.91	WINESPRINGS DRIVE	
028875	7/7/2021	Harrington Industrial	221.04	WTP SUPPLIES	Yes
028876	7/7/2021	Hasa	4,556.85	WWTP CHEMICALS	
028877	7/7/2021	Henkels & McCoy Inc.	6,574.31	RETENTION	
028878	7/7/2021	Home Depot/Gecf	10,251.14	6/21 SUPPLIES	Yes
028879	7/7/2021	Infosend	10,124.22	PROGRAMMING FEE	Yes
028880	7/7/2021	Interface Automation Inc.	1,906.25	WTP SERVICES	Yes
028881	7/7/2021	Ken Terzes	250.00	LANDSCAPE CONTEST WINNER	
028882	7/7/2021	Kristen Medina	26.75	REF:1081968_205305	
028883	7/7/2021	Kelvin Ku	50.00	CONGRATULATIONS FROM THE ERC	
028884	7/7/2021	Laura Hoff	66.60	REF:1087048_240280	
028885	7/7/2021	McMaster-Carr Supply Co.	406.84	SUPPLIES	Yes
028886	7/7/2021	Mike Lloyd Excavating Inc	1,376.63	REF:1022597_302875	
028887	7/7/2021	Minnie Scott	109.70	REF:1060622_101120	
028888	7/7/2021	Morton Salt Inc	4,580.32	WTP CHEMICALS	
028889	7/7/2021	NBS	9,707.03	QTRLY ADMIN FEES	
028890	7/7/2021	Nobel Systems	15,000.00	INFOR/GEOVIEWER INTEGRATION	
028891	7/7/2021	Pacific Star Chemical, LLC	7,230.03	WTP CHEMICALS	
028892	7/7/2021	Nossaman LLP	8,000.00	5/21 LOBBYING SERVICES	Yes
028893	7/7/2021	Pacific Pipeline Supply	3,408.37	SUPPLIES	Yes
028894	7/7/2021	Patriot Environmental	493.50	WWTP ROLL OFF DISPOSAL SVCS	
028895	7/7/2021	Christopher C Petersen	2,489.03	MISC TOOLS	
028896	7/7/2021	Pioneer Grading & Excavation Inc.	1,527.92	REF:1089128_302850	
028897	7/7/2021	Republic Services	1,797.33	4-4530-0333405	
028898	7/7/2021	Roberto Carmona	20.07	REF:1004973_186025	
028899	7/7/2021	Ronald Judy	68.78	REF:1085462_175760	
028900	7/7/2021	Samba Holdings Inc	163.20	DRIVER RECORD MONITORING	
028901	7/7/2021	San Diego County Recorder	44.00	EP 411 RECORDING FEES	Yes
028902	7/7/2021	San Diego Gas & Electric	444.24	400000078	Yes
028903	7/7/2021	San Diego Roofing, Inc.	16,172.78	Repair roof substrate, install new PVC membrane	Yes
028904	7/7/2021	SiteOne Landscape Supply, LLC	277.54	SUPPLIES	Yes
028905	7/7/2021	Steven L. Sherman DBA	3,172.50	Conservation landscape services-evaluations	Yes

Olivenhain Olivenhain Municipal Water District  
July 2021 Warrant List

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
028906	7/7/2021	Sunbelt Rentals, Inc.	799.67	DIESEL AIR COMPRESSOR RENTAL	
028907	7/7/2021	Swanson Insurance Agency	310,771.66	INSURANCE	Yes
028908	7/7/2021	Teichert Energy & Utilities Group, Inc.	99,365.72	Construction ECR Pipeline & Green Bike Lane	Yes
028909	7/7/2021	Traffic Safety Solutions	9,900.00	RANCHO DIEGUENO ROAD	Yes
028910	7/7/2021	Traffic Supply Inc	46.45	SUPPLIES	
028911	7/7/2021	Transnet Investigative	442.45	PRE-EMPLOYMENT BACKGROUND	
028912	7/7/2021	Trebor Shoring Rentals	542.48	CROSSING PLATE RENTAL	
028913	7/7/2021	TS Industrial Supply	27.09	SUPPLIES	
028914	7/7/2021	Underground Service Alert	566.15	DIG ALERT TICKETS	Yes
028915	7/7/2021	Univar Solutions Usa Inc	1,811.92	WWTP CHEMICALS	
028916	7/7/2021	Water for People	32.00	WTRPL 7/8/2021	
028917	7/7/2021	Woodard & Curran	10,948.75	NSDCRRWP 2020 GRANT ADMIN	Yes
028918	7/7/2021	City of Encinitas	468,164.00	RM REFUND: DEBIT000000000541	
028919	7/14/2021	45 Ranch Gasoline & Car Wash	670.35	WWTP GASOLINE	
028920	7/14/2021	Alex Blanchett	87.81	REF:1084370_196000	
028921	7/14/2021	American Backflow Specialties	306.00	CALIBRATION SERVICES	Yes
028922	7/14/2021	Aqua Metric	16,817.69	1 1/2" Omni R2 Meter	Yes
028923	7/14/2021	B. Weber Consulting LLC	5,475.00	CONSULTING SERVICES	
028924	7/14/2021	Bee Rescue LLC	240.00	7007 RANCHO SANTA FE VIEW RD	
028925	7/14/2021	Bob Davis Painting	6,600.00	NBHD #3 SPS	Yes
028926	7/14/2021	Jymy Briseno	91.00	CWEA CERT RENEWAL FEE REIMB	
028927	7/14/2021	CA. Dept. of Tax and Fee Admin.	843.00	2021 QTR 2 TAX (100-326407)	
028928	7/14/2021	Carahsoft Technology Corporation	3,350.00	COST ALLOCATION SOFTWARE RENEW	
028929	7/14/2021	Carollo Engineers	6,857.97	4SWRF UV SYSTEM UPGRADES	Yes
028930	7/14/2021	County Of San Diego	35,422.38	FY21/21 LAFCO COSTS	
028931	7/14/2021	DCL Enterprise Inc DbA	2,328.97	NBHD #3 SPS	
028932	7/14/2021	Dell Computers	811.44	Dell N3200 Switch	Yes
028933	7/14/2021	Edco Waste & Recycling	350.00	25-4R 912759	
028934	7/14/2021	Global Power Group Inc	286.20	WWTP SERVICES	
028935	7/14/2021	Graeme Rae	48.12	REF:1059551_212770	
028936	7/14/2021	Grangetto's Ag. Supply	10.42	SUPPLIES	
028937	7/14/2021	Hanson Aggregates Inc	155.00	DUMP BOBTAIL - CONCRETE	
028938	7/14/2021	Harrington Industrial	748.91	SUPPLIES	Yes
028939	7/14/2021	Hill Brothers Chemical Company	5,046.60	WTP CHEMICALS	
028940	7/14/2021	J.M.D. Landscape Inc	12,890.00	Install Eight (8) New (Replacement) Sycamore Trees at HQ	Yes
028941	7/14/2021	Julie Anderson	23.72	REF:1081246_223535	
028942	7/14/2021	Kari Moore	45.73	REF:1081686_147720	
028943	7/14/2021	KRC Rock	1,562.38	PARKS SUPPLIES	
028944	7/14/2021	Leucadia Wastewater District	7,107.15	SEWER SVC CHARGE 7/21-6/22	
028945	7/14/2021	Linnea Maddox	3.77	REF:1049751_235115	
028946	7/14/2021	Melissa Herrington	44.12	REF:1087972_194285	
028947	7/14/2021	Morton Salt Inc	4,483.56	WTP CHEMICALS	
028948	7/14/2021	Napa Auto Parts	693.87	6/21 PARTS & SUPPLIES	
028949	7/14/2021	Ninyo & Moore	4,387.00	Geotechnical ECR Pipeline & Green Bike Lane	Yes
028950	7/14/2021	Karen Ogawa	1,177.97	EXPENSE REIMBURSEMENT	Yes
028951	7/14/2021	Pacific Pipeline Supply	583.39	SUPPLIES	
028952	7/14/2021	Profin Properties Inc	535.96	REF:1080769_141720	
028953	7/14/2021	RS Instruments & Services	2,262.00	WWTP SERVICES	
028954	7/14/2021	Safety io, LLC	728.00	GAS MONITORING SERVICES	Yes
028955	7/14/2021	San Diego Asphalt & Recycling Center	19,624.22	Asphalt Repair and Seal at Denk Reservoir	Yes
028956	7/14/2021	San Diego Cty. Assessor/Recorder/Clerk	125.00	MPR EXTRACT - 2021	
028957	7/14/2021	San Diego Gas & Electric	46,209.40	0086691602929	
028958	7/14/2021	San Elijo Joint Powers Auth.	56,252.00	6/21 34.3 AC/FT RECYCLED WTR	
028959	7/14/2021	Santa Fe Irrigation Dist	279.78	008128-005, 7/1/2021	
028960	7/14/2021	Schaub, Shawnn	250.00	BETTER WAY AWARD	
028961	7/14/2021	Scott Drechsel	28.31	REF:1060061_196780	
028962	7/14/2021	Spyglass 1 LLC	465.89	REF:1061775_299100	
028963	7/14/2021	Trebor Shoring Rentals	2,480.42	SHORING EQUIPMENT	
028964	7/14/2021	US Internet Corp - BIN #131489	184.40	EMAIL SCANNING SERVICES	
028965	7/14/2021	Vallecitos Water District	2,969.76	FY2021/2022 EE ASSITANCE PGM	
028966	7/14/2021	West Yost & Associates, Inc	11,574.20	Inspections/as-needed services NW Quadrant	Yes
028967	7/14/2021	William Davis	19.00	REF:1038438_162660	
028968	7/14/2021	Xia Zhang	102.39	REF:1054040_234915	

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

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
028969	7/21/2021	Aflac	1,313.72	FS005, 6/28/21	
028970	7/21/2021	Am Tec Total Security Inc	180.00	IC ALARM SYSTEM SERVICE FEE	
028971	7/21/2021	American Conservation & Billing Solutions, I	3,251.00	AQUAHAWK 8/1/2021-9/1/2021	
028972	7/21/2021	AT & T	922.69	9391056789	Yes
028973	7/21/2021	Aztec Landscaping, Inc.	22,646.00	LANDSCAPE MAINTENANCE	Yes
028974	7/21/2021	Bee Rescue LLC	240.00	2808 SANTA FE VISTA CT	
028975	7/21/2021	William Broadhead	50.00	5 YEAR SERVICE AWARD	
028976	7/21/2021	Cable, Pipe & Leak Detection, Inc.	1,162.50	WWTP SERVICES	
028977	7/21/2021	California State Disbursement Unit	123.23	Employee Garnishment	
028978	7/21/2021	City Treasurer	38,277.54	6/21 48.42 AF RECYCLED WATER	
028979	7/21/2021	Corodata	380.58	PAPER DESTRUCTION	Yes
028980	7/21/2021	County of San Diego, RCS	171.00	6/21 RADIO SERVICE	
028981	7/21/2021	CSDA San Diego Chapter	150.00	MEMBERSHIP DUES	
028982	7/21/2021	Cyber Marketing Network Inc	453.61	Safety Boots	Yes
028983	7/21/2021	DCL Enterprise Inc Dba	2,252.01	OMWD HQ ELECTRIFIED LOCKS	Yes
028984	7/21/2021	Dept Of Toxic Substances	525.00	EPA ID # VERIFICATION FEE	
028985	7/21/2021	DLM Engineering Inc	13,089.57	ENGINEER CONSULTING SERVICES	Yes
028986	7/21/2021	Encinitas Ford	123.87	SHOP SUPPLIES	
028987	7/21/2021	Engineered Fluid Inc	23,056.64	Pump station skid & startup services	Yes
028988	7/21/2021	Escondido Metal Supply	490.24	PARKS SUPPLIES	
028989	7/21/2021	Fallbrook Printing Corp	242.44	Printing Services FY 2021	Yes
028990	7/21/2021	Federal Express Corp	99.35	SHIPPING	
028991	7/21/2021	First Choice Technology	166.30	13001474	Yes
028992	7/21/2021	Forestry Suppliers Inc	666.80	PARKS SUPPLIES	
028993	7/21/2021	Franchise Tax Board	536.12	Employee Garnishment	
028994	7/21/2021	Frank Mercurio	145.52	REF:1058010_241690	
028995	7/21/2021	Geoscience Support Svcs, Inc.	17,614.50	KT approved Request for Additional Work	Yes
028996	7/21/2021	Grangetto's Ag. Supply	1,038.39	SUPPLIES	Yes
028997	7/21/2021	Guardian	946.96	8/21 DENTAL ADMIN FEES	
028998	7/21/2021	Hanson Aggregates Inc	733.75	1B52 PLEASANT DRIVE	Yes
028999	7/21/2021	Harrington Industrial	2,203.27	WWTP SUPPLIES	Yes
029000	7/21/2021	Hoch Consulting	42,759.17	MANCHESTER AVE PIPELINE	Yes
029001	7/21/2021	Hong Ye	125.53	REF:1083890_128375	
029002	7/21/2021	IKG Environmental	2,408.21	KT approved Request for Additional Work	Yes
029003	7/21/2021	Jackson-Hirsh Inc	145.84	SUPPLIES	
029004	7/21/2021	L A Design Studio Inc	525.00	WEB DESIGN	Yes
029005	7/21/2021	Manuel Gomez	50.00	CONGRATULATIONS FROM THE ERC	
029006	7/21/2021	McMaster-Carr Supply Co.	313.64	WTP SUPPLIES	
029007	7/21/2021	Meredith Dale Huntington dba	318.04	SUPPLIES	
029008	7/21/2021	Mission Janitorial Sply	222.74	WWTP SUPPLIES	
029009	7/21/2021	Morton Salt Inc	4,667.79	WTP CHEMICALS	
029010	7/21/2021	Myers & Sons	134.73	PARKS SUPPLIES	
029011	7/21/2021	Nat'L Safety Compliance	69.95	D.O.T. TESTING	
029012	7/21/2021	NEWest Construction Co	2,491.00	WWTP SERVICES	
029013	7/21/2021	NexusTek Phoenix	3,868.28	Monthly service fee	Yes
029014	7/21/2021	Ninyo & Moore	8,138.00	Task Order No. 12	Yes
029015	7/21/2021	Nobel Systems	1,642.00	GIS UPDATES	Yes
029016	7/21/2021	Nossaman LLP	27,069.13	5/21 LEGAL SERVICES	Yes
029017	7/21/2021	Otay Landfill	725.76	4-4531-0018538	Yes
029018	7/21/2021	Pacific Pipeline Supply	2,569.54	SUPPLIES	Yes
029019	7/21/2021	Jaroth Inc., dba	78.00	760-489-9971	
029020	7/21/2021	Palomar Health	365.00	EMPLOYEE SERVICES	
029021	7/21/2021	Panatrack, Inc.	3,274.00	8/21-9/22 ANNUAL SOFTWARE	
029022	7/21/2021	Parkhouse Tire Inc	3,122.90	FB01 SERVICES	Yes
029023	7/21/2021	Christopher C Petersen	62.47	AIR HOSE - SHOP SUPPLIES	
029024	7/21/2021	Purchase Power	500.00	8000-9090-0674-5785	
029025	7/21/2021	Rancho Santa Fe Community Svs	20,669.22	6/21 26 AC/FT RECYCLED WATER	
029026	7/21/2021	RECON Environmental, Inc.	5,060.73	TO#4Environmental Mapping & Site Survey	Yes
029027	7/21/2021	REM Mechanical	360.00	WTP SERVICES	
029028	7/21/2021	Republic Services	1,753.57	4-4530-0333405	
029029	7/21/2021	Richard F. Yeager Jr. Dba	9,840.00	Cathodic Protection Support FY 20-21	Yes
029030	7/21/2021	Robert Meanley	47.70	REF:1054578_193220	
029031	7/21/2021	San Diego Building Maintenance	4,664.40	7/21 JANITORIAL SERVICES	



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

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
029032	7/21/2021	San Diego Gas & Electric	60,172.45	0098 0006 6914 3	Yes
029033	7/21/2021	Sancon Engineering Inc	6,570.00	Manhole Lining in the Rancho Cielo collection system	Yes
029034	7/21/2021	SiteOne Landscape Supply, LLC	183.00	SUPPLIES	
029035	7/21/2021	Sloan Electric	3,513.77	Repairs for 4S WRF Oxidation Ditch Mixer	Yes
029036	7/21/2021	Southern Counties Lubricants, LLC.	7,324.45	UNLEADED & DIESEL FUEL	
029037	7/21/2021	State Water Resources	60.00	T2 CERT RENEWAL-S.PETERSON	
029038	7/21/2021	Steven Paredes	123.36	REF:1084506_191355	
029039	7/21/2021	The Pun Group	8,500.00	6/30/21 AUDIT SERVICES	
029040	7/21/2021	Transnet Investigative	322.45	PRE-EMPLOYMENT BACKGROUND	
029041	7/21/2021	ULINE	1,098.40	WTP SUPPLIES	
029042	7/21/2021	Underground Service Alert	427.61	DIG ALERT TICKETS	Yes
029043	7/21/2021	UniFirst Aid Corp	157.92	FIRST AID KIT SUPPLIES	
029044	7/21/2021	United Parcel Service	48.94	SHIPPING CHARGES	
029045	7/21/2021	Vallecitos Water District	49,349.03	RECLAIMED WATER SALES	
029046	7/21/2021	Verizon Connect NWF, Inc.	1,469.35	VEHICLE TRACKING SERVICES	
029047	7/21/2021	Wageworks	236.00	6/21 ADMIN FEES	
029048	7/21/2021	Water for People	32.00	WTRPL 7/22/2021	
029049	7/21/2021	Water Quality Specialists	14,850.00	T5 WTP OPERATOR SERVICES	
029050	7/21/2021	WEST Consultants, Inc.	2,248.50	Dam Inundation Technical Study, Map, Report	Yes
029051	7/21/2021	Whitson CM	3,100.00	WWTP SITE INSPECTIONS	Yes
029052	7/21/2021	Zenon Environmental Corporation	68,030.00	On-site technical services (CA prevailing wage)	Yes
029053	7/21/2021	Jeff Brand	1,023.02	RM REFUND: DEBIT000000000543	
029054	7/21/2021	FUHRMAN JOEL & LISA	3,271.74	RM REFUND: DEBIT000000000546	
029055	7/21/2021	HCC Investors LLC/THE BRIDGES	80.92	RM REFUND: DEBIT000000000544	
029056	7/21/2021	JOHNSON KEITH & DEANNA	4,268.93	RM REFUND: DEBIT000000000545	
029057	7/21/2021	REAL ESTATE REDEVELOPERS INC	1,000.00	RM REFUND: DEBIT000000000542	
029058	7/21/2021	WREGIS	75.00	APPLICATION FEE-RENEW ENERGY	
029059	7/28/2021	45 Ranch Gasoline & Car Wash	466.41	WWTP GASOLINE/CAR WASH	
029060	7/28/2021	Ababa Bolt Inc	12.94	WTP SUPPLIES	
029061	7/28/2021	Allen Instruments & Supplies	279.45	SUPPLIES	
029062	7/28/2021	AT & T	515.69	9391056158	
029063	7/28/2021	BlueWater Strategies Ilc	2,500.00	EFRR VISITOR ACCESS EXPANSION	
029064	7/28/2021	Carrie Recksieck	114.04	REF:1085631_188345	
029065	7/28/2021	Cassidy Stelzel	48.70	REF:1081326_225645	
029066	7/28/2021	CDW Government Inc	414.82	SUPPLIES	Yes
029067	7/28/2021	Cintas First Aid & Safety	217.92	WWTP FIRST AID SUPPLIES	
029068	7/28/2021	City Treasurer	4,678.08	620000109372	
029069	7/28/2021	City Treasurer	25.00	WTP TRUCKED WASTE PERMIT	
029070	7/28/2021	Dudek	690.00	Design Services	Yes
029071	7/28/2021	Encina Wastewater Authority	9,139.00	WATER SAMPLES	
029072	7/28/2021	Federal Express Corp	362.73	SHIPPING CHARGES	Yes
029073	7/28/2021	Forestry Suppliers Inc	135.90	PARKS SUPPLIES	
029074	7/28/2021	Hanson Aggregates Inc	190.45	7266 SITIO LIMA	
029075	7/28/2021	Infosend	9,294.29	6/21 WATER BILL STATEMENTS	Yes
029076	7/28/2021	Integrity Municipal Systems	1,303.00	WWTP ODOR CNTL SYS MAINT	
029077	7/28/2021	Los Cedros Investments LLC	88.86	REF:1054547_170075	
029078	7/28/2021	Mario Scolari	118.05	REF:1030102_231315	
029079	7/28/2021	North County Powder Coating	285.25	WWTP SERVICES	Yes
029080	7/28/2021	Nossaman LLP	54,096.52	6/21 LEGAL SERVICES	Yes
029081	7/28/2021	Pacific Pipeline Supply	440.24	SUPPLIES	
029082	7/28/2021	Parkhouse Tire Inc	413.10	PU91 SUPPLIES	Yes
029083	7/28/2021	Christopher C Petersen	1,348.28	SHOP TOOLS	
029084	7/28/2021	Reed, Phillip	30.15	PERS LOAN DEDUCTION REPAYMENT	
029085	7/28/2021	RTAC-Rhino Truck Accessory Center Inc.	23,750.00	4-S II Recycled PRS	Yes
029086	7/28/2021	San Diego Gas & Electric	8,877.90	0099818500413	Yes
029087	7/28/2021	Stephen Chin	15.02	REF:1055633_170355	
029088	7/28/2021	Sunbelt Rentals, Inc.	1,096.41	BOOM FORKLIFT RENTAL - PARKS	
029089	7/28/2021	Teichert Utilities	435.60	REF:1086576_301925	
029090	7/28/2021	Traffic Safety Solutions	6,600.00	LA COSTA AVE/CALLE TIMITEO	
029091	7/28/2021	Univar Solutions Usa Inc	1,485.00	WTP CHEMICALS	
029092	7/28/2021	Utility Service Co. Inc	196,687.99	QTRLY TANK MAINTENANCE	Yes
029093	7/28/2021	Valley Construction Management	12,442.00	Task Order A.1	Yes
029094	7/28/2021	West Coast Sand & Gravel	685.58	CLASS 2 BASE MATERIAL	
029095	7/28/2021	Westamerica Communications, Inc.	3,500.00	POSTAGE DEPOSIT	

2,192,504.59

**Olivenhain Municipal Water District**  
**Monthly Directors Fee and Reimbursed Expenses for Directors and Staff**  
**July 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	150.00
			0.00	0.00	0.00	0.00	150.00
Director Guerin			0.00	0.00	0.00	0.00	300.00
			0.00	0.00	0.00	0.00	300.00
Director Meyers			0.00	0.00	0.00	0.00	300.00
			0.00	0.00	0.00	0.00	300.00
Director Topolovac			0.00	0.00	0.00	0.00	450.00
			0.00	0.00	0.00	0.00	450.00
Director Watt			0.00	0.00	0.00	0.00	600.00
			0.00	0.00	0.00	0.00	600.00
General Manager Thorner			0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	
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	

**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.

# Memo

Date: August 18, 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 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:

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

OLIVENHAIN MUNICIPAL WATER DISTRICT  
Statement of Net Position (Unaudited)  
All Funds  
5/31/2021

**Assets**

Current assets:

Unrestricted assets:

Cash and cash equivalents	\$77,612,452 ✓
Accounts receivable - water and sewer, net	9,874,082
Interest Receivable	62,231
Taxes receivable	164,205
Other receivables	344,711
Inventories	1,076,781
Prepaid expenses and deposits	653,984
Total unrestricted assets	<u>89,788,445</u>

Restricted assets:

Cash and cash equivalents	10,278,878 ✓
Assesments receivable	45,957
Grants receivable	373,431
Total restricted assets	<u>10,698,267</u>
Total current assets	<u>100,486,713</u>

Noncurrent assets:

Capital assets, nondepreciable	67,388,043
Capital assets, depreciable/amortizable, net	<u>322,711,028</u>
Capital assets, net	390,099,071
Prepaid bond insurance	24,515
Other long-term receivables	61,028
Total noncurrent assets	<u>390,184,614</u>
Total assets	<u>490,671,326</u>

Deferred Outflows of Resources

Deferred amount on refunding	(1,206,970)
Deferred amount from pension	<u>(3,368,573)</u>
Total deferred outflows of resources	<u>(4,575,543)</u>

**Liabilities**

Current Liabilities

Liabilities payable from unrestricted assets:

Accounts payable	5,923,795
Accrued payroll	257,495
Customer deposits	372,206
Payable related to work in progress	393,903
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	789,974
Total liabilities payable from unrestricted assets	<u>12,058,372</u>

Liabilities payable from restricted assets:

Accounts payable	24,114
Interest payable	826,580
Total liabilities payable from restricted assets	<u>850,694</u>
Total current liabilities	<u>12,909,066</u>

Noncurrent liabilities

Compensated absences	916,053
Net pension liability	13,760,679
Long-term debt, excluding current portion:	
Wastewater Revenue Bonds 2018A	4,013,000
Water Revenue Refunding Bonds 2016A	14,324,743
Water Revenue Refunding Bonds 2015A	15,765,404
Special Assessment Debt with Government Commi...	5,455,863
Notes Payable	11,564,749
Total noncurrent liabilities	<u>65,800,492</u>
Total liabilities	<u>78,709,557</u>

OLIVENHAIN MUNICIPAL WATER DISTRICT  
Statement of Net Position (Unaudited)  
All Funds  
5/31/2021

Deferred Inflows of Resources	
Deferred amounts on pension	722,696
Total deferred inflows of resources	<u>722,696</u>

Net Position

Investment in Capital Assets, net of related debt	335,870,307
Restricted Net Position	9,847,573
Unrestricted Net Position	<u>70,096,735</u>
Total Net Position	<u><u>415,814,616</u></u>

OLIVENHAIN MUNICIPAL WATER DISTRICT  
Statement of Revenues, Expenses and Changes in Net Position (Unaudited)  
All Funds  
For the Eleven Months Ending 5/31/2021

	<u>2021</u>
Operating Revenues:	
Water Sales	\$52,436,907
Sewer Charges	5,088,026
Other Water Operating revenues	<u>1,921,518</u>
Total Operating Revenues	59,446,451
Operating Expenses	
Cost of Purchased Water Sold	27,658,780
Pumping and Water Treatment	3,668,167
Transmission and Distribution	3,660,678
Sewer Collection and Treatment	1,738,086
Elfin Forest Recreation Operations	338,631
Facilities Maintenance	1,069,723
Customer Service	2,028,280
General and Administrative	5,847,964
Depreciation and Amortization	<u>6,913,680</u>
Total Operating Expenses	52,923,990
Operating Income (Loss)	6,522,461
Nonoperating Revenues (Expenses)	
Investment income	402,640
Property taxes	3,982,180
Capacity charges	2,737,737
Benefit assessments	1,166,172
Other nonoperating revenues	4,200,390
Interest expense, net	(1,321,576)
Other nonoperating expenses	<u>(77,895)</u>
Total nonoperating revenues (expenses)	11,089,649
Income before capital contributions	<u>17,612,111</u>
Capital contributions	<u>130,748</u>
Change in net position	17,742,858
Net Position, Beginning of year	<u>398,071,758</u>
Net Position, End of year	<u><u>415,814,616</u></u>

OLIVENHAIN MUNICIPAL WATER DISTRICT  
CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)  
AS OF May 31, 2021

**CASH FLOWS FROM OPERATING ACTIVITIES:**

Receipts from water and sewer customers	\$ 59,607,510
Payments for water	(27,794,668)
Payments for services and supplies	(10,394,972)
Payments for employee wages, benefits and related costs	(12,391,364)
<b>Net cash provided by operating activities</b>	<u>9,026,506</u>

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

Property taxes and benefit assessments received	<u>5,147,695</u>
<b>Net cash provided by noncapital and related financing activities</b>	<u>5,147,695</u>

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

Acquisition and construction of capital assets	(10,409,888)
Proceeds from Grants	1,404,809
Principal paid on bonds and certificates of participation	(1,697,255)
Interest paid on bonds and certificates of participation	(657,181)
Capacity charges received	2,737,738
Other capital financing receipts (expenses)	4,300,394
<b>Net cash used by capital and related financing activities</b>	<u>(4,321,383)</u>

**CASH FLOWS FROM INVESTING ACTIVITIES:**

Investment income received	<u>600,035</u>
<b>Net cash provided (used) by investing activities</b>	<u>600,035</u>

**Net increase (decrease) in cash and cash equivalents** 10,452,853

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

**Cash and cash equivalents, end of period** \$ 66,151,368

**FINANCIAL STATEMENT PRESENTATION:**

Cash and cash equivalents - current assets	57,194,506
Cash and cash equivalents - restricted assets	8,956,862
<b>Total cash and cash equivalents</b>	<u>\$ 66,151,368</u>

**CASH AND CASH EQUIVALENTS RECONCILIATION**

		Balance Includes	Without Mkt
		Mkt Securities	Securities
Unrestricted cash	5/31/2021	77,612,452 ✓	57,194,506
Restricted cash	5/31/2021	10,278,878 ✓	8,956,862
<b>Total cash and cash equivalents</b>			<u>66,151,368</u>

OLIVENHAIN MUNICIPAL WATER DISTRICT  
Consolidated Actual vs Budget Summary  
For the Eleven Months Ending 5/31/2021

	Approved Budget	Actual YTD	Budget YTD	Variance Amt	Variance %	Notes
<b>Operating Revenues</b>						
Commodity Water Sales	\$39,013,000.00	\$38,483,853.75	\$35,116,800.00	\$3,367,053.75	9.6%	1
Water Fees and Services	17,276,000.00	15,874,571.35	15,838,020.00	36,551.35	0.2%	
Sewer Revenue	4,865,000.00	5,088,025.98	4,851,000.00	237,025.98	4.9%	2
<b>Total Operating Revenues</b>	<b>61,154,000.00</b>	<b>59,446,451.08</b>	<b>55,805,820.00</b>	<b>3,640,631.08</b>	<b>6.5%</b>	
<b>Operating Expenses</b>						
Purchased Water - Variable	20,573,000.00	20,215,108.68	18,421,620.00	(1,793,488.68)	(9.7%)	1
Purchased Water - Fixed	8,100,000.00	7,443,670.92	7,423,323.00	(20,347.92)	(0.3%)	
General Manager Dept	1,961,000.00	1,542,374.38	1,798,610.00	256,235.62	14.2%	3
Engineering Dept	2,088,500.00	1,653,224.26	1,916,420.00	263,195.74	13.7%	3
Finance Dept	1,558,000.00	1,315,402.44	1,428,680.00	113,277.56	7.9%	3
Customer Service Dept	2,710,000.00	2,141,472.44	2,487,034.00	345,561.56	13.9%	3
Human Resources Dept	834,700.00	599,947.68	765,347.00	165,399.32	21.6%	3
Water Operations and Maintenance Dept	9,959,000.00	8,918,490.42	9,125,028.00	206,537.58	2.3%	3
Parks Dept	458,500.00	385,688.73	421,784.00	36,095.27	8.6%	3
Other Operating Expenses	50,000.00		46,200.00	46,200.00	100.0%	3
Sewer Operations and Maintenance Dept	2,773,000.00	2,543,962.91	2,540,362.00	(3,600.91)	(0.1%)	3
Recycled Water Operations Dept	1,168,000.00	1,002,766.70	1,071,070.00	68,303.30	6.4%	3
Paygo Transfers						
Water Operations	3,800,000.00	3,487,000.00	3,487,000.00		0.0%	
Sanitation Operations	1,400,000.00	700,000.00	700,000.00		0.0%	
Recycled Operations	2,200,000.00	2,013,000.00	2,013,000.00		0.0%	
Capitalized Operations Expenditures	(1,323,000.00)	(1,038,119.91)	(1,212,200.00)	(174,080.09)	14.4%	4
<b>Total Operating Expenses</b>	<b>58,310,700.00</b>	<b>52,923,989.65</b>	<b>52,433,278.00</b>	<b>(490,711.65)</b>	<b>(0.9%)</b>	
<b>Net Operating Income (Loss)</b>	<b>2,843,300.00</b>	<b>6,522,461.43</b>	<b>3,372,542.00</b>	<b>3,149,919.43</b>		
<b>Nonoperating Revenues</b>						
Water Funds	3,379,000.00	8,421,605.26	3,346,220.00	5,075,385.26	151.7%	5
Debt Service Funds	1,049,000.00	1,166,726.84	1,037,220.00	129,506.84	12.5%	6
Sewer Funds	27,000.00	20,018.74	25,080.00	(5,061.26)	(20.2%)	
Recycled Water Funds	61,000.00	42,698.68	55,880.00	(13,181.32)	(23.6%)	
<b>Total Nonoperating Revenue</b>	<b>4,516,000.00</b>	<b>9,651,049.52</b>	<b>4,464,400.00</b>	<b>5,186,649.52</b>	<b>116.2%</b>	
<b>Nonoperating Expense</b>						
Capacity Fee Funds	30,000.00	14,058.53	27,280.00	13,221.47	48.5%	
Debt Service Funds	1,517,385.22	1,379,932.44	1,397,699.16	17,766.72	1.3%	
Potable Water Funds	10,000.00	5,479.93	8,800.00	3,320.07	37.7%	
<b>Total Nonoperating Expense</b>	<b>1,557,385.22</b>	<b>1,399,470.90</b>	<b>1,433,779.16</b>	<b>34,308.26</b>	<b>2.4%</b>	
<b>Inc before Cap Fees and Capital Contributions</b>	<b>5,551,914.78</b>	<b>14,774,040.05</b>	<b>6,403,162.84</b>	<b>8,370,877.21</b>		
Capacity Fee Funds	515,000.00	2,838,070.41				
Capital contributions	400,000.00	130,747.64				
<b>Change in Net Position</b>		<b>17,742,858.10</b>				



OLIVENHAIN MUNICIPAL WATER DISTRICT  
Actual vs Budget Variance  
For the Eleven Months Ending 05/31/2021

1. Water Sales revenue was higher than Budget YTD by approximately \$3.4 million resulting in a favorable variance of 9.6%. 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 \$1.8 million or 9.7%.
2. Sewer Revenue was greater than Budget YTD by approximately \$237 thousand for a favorable variance of 4.9% due to timing of receipts and fewer collection issues from customers than anticipated. 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. Staff budgeted a slight reduction in sewer revenue due to the potential financial impact on customers from the COVID-19 pandemic affecting their ability to pay their property tax bill.
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 \$5.1 million primarily due to an unanticipated one-time rebate of \$2.039 million received from the San Diego County Water Authority (SDCWA), plus \$2.043 million received from the sale of the District's Gaty parcel. The one-time 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 greater than Budget YTD for a favorable variance due to impact charge revenue received from property owners for the development of additional equivalent dwelling units. Several housing developments were completed within the District during the fiscal year adding to the increased impact charge revenue received over budgeted.

**Construction Work In Progress Report as of 5/31/2021**

Project Name	Budget	Appropriation to Date	Expenditures & Encumbrance	(Over) / Under
New and Remodeled Facilities	\$16,821,000	\$16,821,000	\$16,724,744	\$96,256
Replace El Camino Real PL	\$4,960,000	\$4,960,000	\$4,607,174	\$352,826
San Dieguito Desalination	\$42,837,000	\$3,962,000	\$3,703,363	\$258,637
Manchester Recyc PL Exten.	\$3,906,000	\$3,551,000	\$478,454	\$3,072,546
Rehab UV Disinfect. Sys.	\$3,420,000	\$3,420,000	\$3,415,477	\$4,523 *
Manchester Potable Pipeline	\$2,290,000	\$2,290,000	\$315,264	\$1,974,736
Replace Valves	\$9,121,000	\$1,300,000	\$1,305,203	(\$5,203) *
Fixed Base AMI	\$3,278,000	\$772,233	\$763,457	\$8,776
Replace DCMWTP Membranes	\$8,336,000	\$725,000	\$681,679	\$43,321
Morning Sun PRS	\$640,000	\$640,000	\$599,636	\$40,364 *
Pipeline Replace. Assessment	\$590,000	\$590,000	\$587,707	\$2,293 *
Replace Neighborhood 1 SPS	\$4,832,000	\$557,000	\$466,779	\$90,221
DCMWTP Chem. Sys. Upgrade	\$525,000	\$525,000	\$398,597	\$126,403
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	\$38,719	\$303,281
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	\$242,064	\$62,936
Lusardi Canyon CP	\$294,000	\$294,000	\$300,457	(\$6,457) *
Replace 4S Clarifier Drives	\$271,000	\$271,000	\$217,140	\$53,860 *
Steel Mains Protection	\$3,120,000	\$260,000	\$87,156	\$172,844
Replace Potable Meters	\$4,042,000	\$260,000	\$236,136	\$23,864
Retrofit Pot. Service to Recyc	\$1,267,000	\$239,000	\$21,828	\$217,172
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	\$58,175	\$11,825
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	\$16,007	\$37,993
Rehab Concrete Tanks	\$727,000	\$53,000	\$61,804	(\$8,804) *
Replace Meter Anodes	\$1,496,000	\$50,000	\$36,374	\$13,626
HQ Facilities Enhancements	\$45,000	\$45,000	\$44,173	\$827
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	\$14,500	\$1,500
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>\$37,025,891</b>	<b>\$8,741,342</b>

\* Project is complete

# Emergency project within GM approval limit

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Joe Jansen, Administrative Analyst  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER ADOPTION OF A RESOLUTION RECOGNIZING SEPTEMBER 19-24, 2021 AS POLLUTION PREVENTION WEEK**

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## Purpose

The purpose of this item is to consider supporting Pollution Prevention Week 2021, which was created by the California Department of Toxic Substances Control and is endorsed by the US Environmental Protection Agency in support of the Pollution Prevention Act of 1990. This year, Pollution Prevention Week is September 19-24.

## Recommendation

Staff recommends that the board continue to support Pollution Prevention Week and adopt the attached resolution declaring its support.

## Alternative(s)

The board may choose not to participate in pollution prevention activities this year.

## **Background**

Established in 1993 by the DTSC, the Pollution Prevention Week program increases pollution prevention awareness among the public and business community. It has led to the continuance, expansion, and further development of local pollution prevention programs.

Nonpoint source pollution is often visible in OMWD's service area as irrigation run-off, which not only wastes water, but also carries pesticides, bacteria, and litter to waterways and beaches. Increasing awareness of good water management practices and irrigation efficiency can also help communities be proactive in avoiding stagnant water, vector problems including West Nile Virus, unstable soil conditions, and other saturation problems.

Traditionally, OMWD participates by adopting a resolution declaring its support of Pollution Prevention Week, creating a lobby display, and highlighting tips to prevent pollution online and at community events. OMWD is also a sponsor of the Storm Water Pollution Prevention Plan Internship Program. This year, OMWD will also highlight Pollution Prevention Week on its social media platforms.

## **Fiscal Impact**

There are no costs to be incurred through approval of the resolution.

## **Discussion**

Continuing to observe Pollution Prevention Week helps promote water use efficiency, expand reliable water supplies, enhance water quality, and protect the environment.

*Attachments: Resolution 2021-xx*

RESOLUTION NO. 2021-xx

RESOLUTION OF THE BOARD OF DIRECTORS OF  
OLIVENHAIN MUNICIPAL WATER DISTRICT  
RECOGNIZING SEPTEMBER 19-24, 2021  
AS POLLUTION PREVENTION WEEK

WHEREAS, the United States Congress declared in the Pollution Prevention Act of 1990 that the national policy of the United States should prevent or reduce pollution at the source whenever feasible; and

WHEREAS, Olivenhain Municipal Water District supports a clean and safe environment for residents, businesses, and communities; and

WHEREAS, pollution prevention is an approach to environmental protection that focuses on source reduction, and is therefore a preferable strategy for protecting our environment; and

WHEREAS, pollution prevention can increase industrial efficiency and save businesses money; and

WHEREAS, pollution prevention can increase residential efficiency and save customers money; and

WHEREAS, pollution prevention can help protect the tourism industry surrounding local waterways and beaches; and

WHEREAS, pollution prevention offers wildlife protection; and

WHEREAS, by focusing attention on pollution prevention, Olivenhain Municipal Water District will meet the challenges for economic sustainability and environmental protection; and

WHEREAS, Pollution Prevention Week highlights the efforts of the US Environmental Protection Agency, its partners, and the public in making pollution prevention a cornerstone of sustainability.

THEREFORE, BE IT RESOLVED, that Olivenhain Municipal Water District Board of Directors joins in the support for and observation of Pollution Prevention Week, September 19-24, 2021; and

BE IT FURTHER RESOLVED, that Olivenhain Municipal Water District does hereby urge all citizens and local businesses to participate in local and regional celebratory and educational activities.

PASSED, ADOPTED AND APPROVED, by the Board of Directors of Olivenhain Municipal Water District at a regular meeting held on August 18, 2021.

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

ATTEST:

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



# Memo

Date: August 18, 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 MIRA COSTA COLLEGE BUILDING B200 4-INCH FIRE DETECTOR CHECK INSTALL PROJECT (MIRA COSTA COMMUNITY COLLEGE DISTRICT) 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 transfer of the potable water facilities constructed by the Mira Costa Community College District 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 fire detector check was required by the fire department for proposed upgrades Mira Costa College was making to Building B200.

## **Background**

The Mira Costa College Building B200 Fire Detector Check Install Project is located at 3333 Manchester Avenue in Director Division 1 (Topolovac). The project consists of the installation of a 4-inch fire detector check assembly and all related appurtenances.

OMWD entered into an agreement with Mira Costa Community College District in July 2020 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 Mira Costa College Building B200 Fire Detector Check Install Project located at 3333 Manchester Avenue, Cardiff, CA 92007, in the City of Cardiff, County of San Diego, State of California for which MIRA COSTA COMMUNITY COLLEGE DISTRICT ("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 Straight Line General Contractors, Inc., 4747 Oceanside Boulevard, Suite C, Oceanside, CA 92056, have been completed in accordance with the plans and specifications as of July 20, 2021. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 18th day of August, 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.

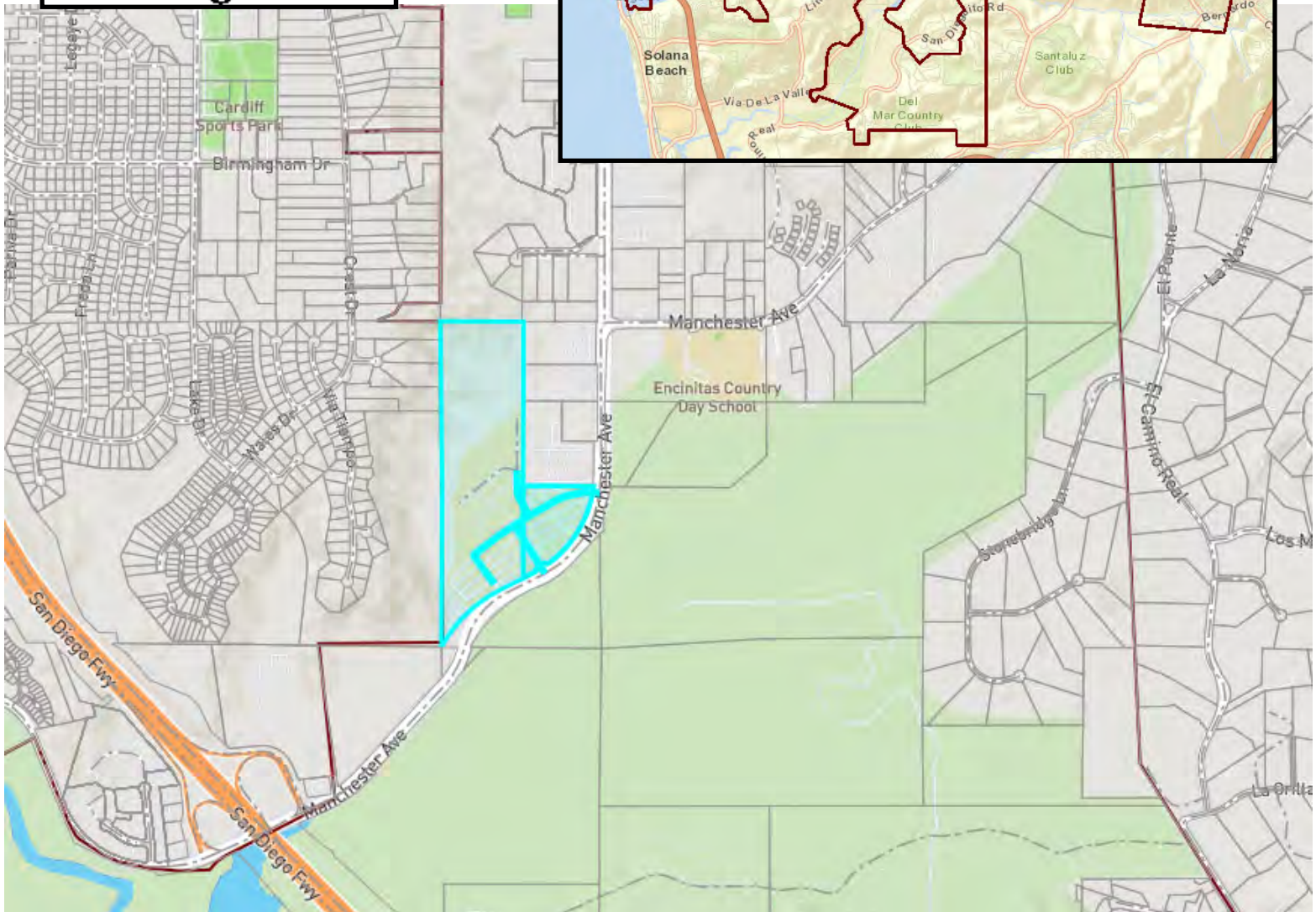
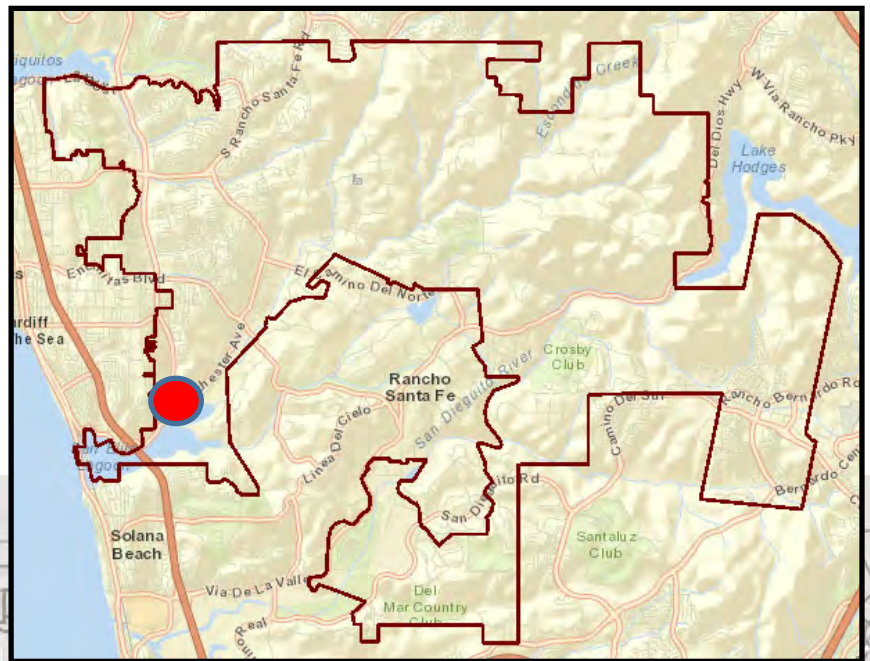
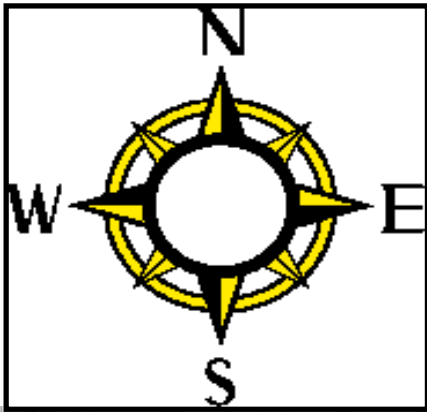
KIMBERLY A. THORNER, being first duly sworn, deposes and says that she is General Manager of the OLIVENHAIN MUNICIPAL WATER DISTRICT and is familiar with the facts stated in the foregoing Notice of Completion executed for and on behalf of said Agency, that she has read the foregoing Notice of Completion 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. W590278 – Mira Costa College B200 FDC Install



# **MIRA COSTA COLLEGE (BLDG. B200) 4-INCH RPDA INSTALL**

**DISTRICT PROJECT NO. W590278**

# Memo

Date: August 18, 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 STRATFORD HOA PIPELINE LEAK EMERGENCY REPAIR AND PAVING RESTORATION PROJECT (PIPERIN CORPORATION) 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 Stratford HOA Pipeline Leak Emergency Repair and Paving Restoration project (Piperin Corporation) into the Olivenhain Municipal Water District (OMWD) system and authorize the filing of a Notice of Completion with the San Diego County Recorder. As this project is now complete, this will be the last emergency report out to the Board.

## Recommendation

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

## Alternative(s)

None; Emergency work to repair the leak and pavement restoration has been completed.

## Background

On Tuesday, June 1, 2021 the property manager at Stratford HOA, located in Director Division 1 (Topolovac), notified OMWD that water was surfacing in the front yards of residences located on Fox Run Row. Following an investigation by several departments at OMWD, the source of the leak was found on June 7, 2021. The source was a nickel sized pinhole on a 2 inch copper blow-off coming off an 8 inch 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. On June 7, the General Manager declared an Emergency pursuant to Administrative and Ethics Code, Section 3.2.1.

Public Contract Code Section 22035 authorizes OMWD, "In cases of emergency ... may proceed at once to replace or repair any public facility without ... giving notice for bids to let contracts." Timely mobilization was essential to the success of the project due to the sensitive site conditions, including multiple utility conflicts, saturated soil and buckled pavement impairing resident's ability to access their homes. Piperin is a local company with the required licenses, management, construction personnel and equipment and was able to start repair and paving restoration work within a timeframe desired by OMWD. The Board awarded a contract to Piperin at the June 16, 2021 meeting for the repairs and final paving.

## Fiscal Impact

The work is complete and no new funds for this emergency project are required.

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

In which FY did this capital project first appear in the CIP budget? **June 2021**

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

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

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

Target Project Completion Date: **July 23, 2021**

Expenditures and Encumbrances as of (August 2, 2021): **\$94,406**

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

Repairs to the pipeline were completed on June 7, 2021. For the final paving portion of the project, OMWD required geo-technical inspection and soil testing. Utilizing OMWD's as-needed agreement with Ninyo & Moore, a technician was on site during final paving of the project. Piperin completed final paving restoration on July 23, 2021. All project repairs and restoration have been completed to OMWD's specifications.

Staff is available to answer any questions.

*Attachment(s):*

*Photographs;*

*Notice of Completion;*

*Location Map*





*Saturated Pavement on Fox Run Row*



*Buckled pavement in the Fox Run Row Cul-de-sac*





*Fox Run Row after final paving*





*Fox Run Row Cul-de-Sac after final paving*

**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 Stratford HOA Pipeline Repair and Paving Restoration Project located between 14210 through 14270 Fox Run Row, north of Steeple Chase Row, in the City of San Diego, County of San Diego, State of California for which the OLIVENHAIN MUNICIPAL WATER DISTRICT ("Owner," in fee, of the facilities), headquartered at 1966 Olivenhain Road, Encinitas, CA 92024, contracted with PIPERIN CORPORATION, ("Contractor"), located at 510 Venture Street, Escondido, CA 92029, have been completed in accordance with District specifications as of July 23, 2021. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 18th day of August, 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.

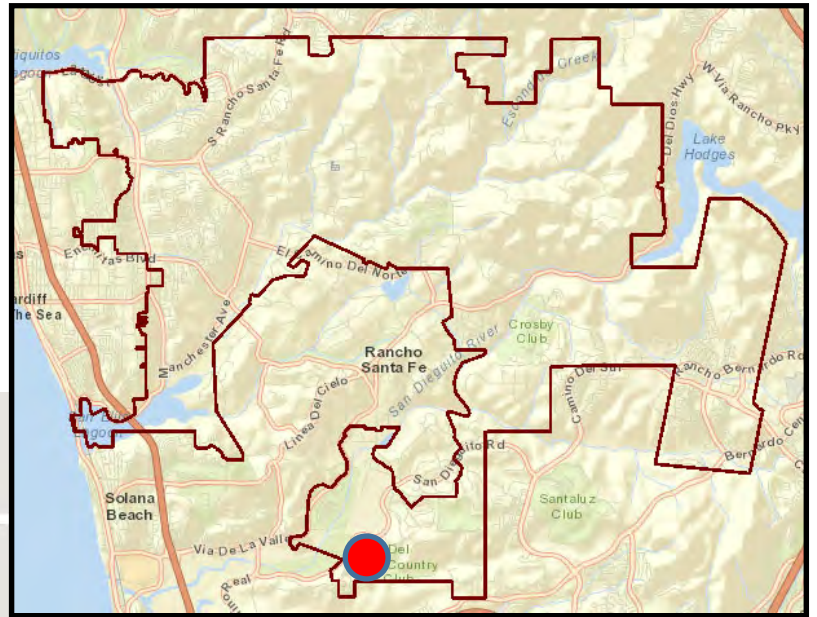
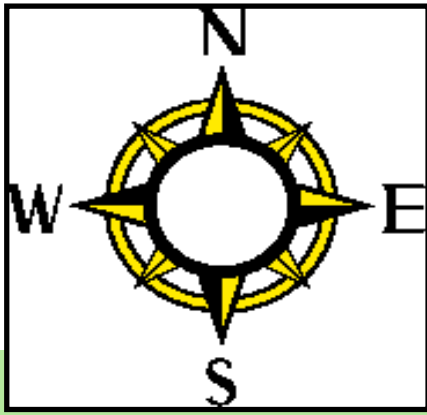
KIMBERLY A. THORNER, being first duly sworn, deposes and says that she is General Manager of the OLIVENHAIN MUNICIPAL WATER DISTRICT and is familiar with the facts stated in the foregoing Notice of Completion executed for and on behalf of said Agency, that she has read the foregoing Notice of Completion 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. D120113 – Stratford HOA PL Repair & Paving Project



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

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Steven Weddle, Engineering Services Supervisor  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER LEASE AGREEMENT RENEWAL WITH CARTER'S HAY AND GRAIN FOR 10-YEAR CONSECUTIVE TERM 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 lease agreement renewal with Carter's Hay and Grain (Carter's) for the entirety of the property at 1985 Olivenhain Road for a 10-year consecutive term and authorize the General Manager to sign on behalf of OMWD.

## Recommendation

Staff recommends renewal of the lease agreement with Carter's as proposed for a duration of ten (10) consecutive years.

## Alternative(s)

The Board may choose not to renew the existing lease with Carter's and direct staff toward an alternate action, however the existing use was grandfathered in under the Conditional Use Permit (CUP)/ Major Use Permit (MUP) from the City of Carlsbad, so other uses for the site for rental value would not be allowed under the CUP/MUP.

## **Background**

Carter's has been a tenant at 1985 Olivenhain Road since 1998, and as a tack-and-feed retail space, was grandfathered into OMWD's Conditional Use Permit as a permitted (or allowable) use with the City of Carlsbad. Carter's is in the final year of an 8-year lease agreement signed in 2013 with a current monthly lease amount of \$7,050.

During the course of the lease, Carter's has proven to be a responsive tenant with a consistent history of timely rent payments. Additionally, Carter's has been an excellent steward of the property and has made the following repairs and/or improvements at their own expense over the length of tenancy:

- Barn repairs and improvements to the existing structures, including: new roofing, painting, and upkeep
- Pest removal services
- Fencing installation to match OMWD facilities and privacy panel installation

Carter's has been responsive to any concerns or needed corrections in a timely fashion. They remained flexible through impacts caused by the adjacent renovation of OMWD main offices, and worked with OMWD staff to find unique solutions to allow for deliveries and normal business activities during the construction.

Carter's has a strong community following and customer base, and provides a needed service to the neighborhood and surrounding areas.

## **Fiscal Impact**

If the lease with Carter's is approved by the Board, OMWD will be due \$7,500 in monthly payments over the initial year of the lease with an annual escalator of approximately 3% per month for the full 10-year period of the proposed lease. This revenue will be used to offset OMWD general fund costs, and is consistent with the CPI predictions within the rent valuation appraisal (attached).

## **Discussion**

Staff seeks to continue the relationship with Carter's Hay and Grain by securing a new lease agreement for tenancy of the property with them, and secure the continued revenue source to OMWD. Carter's Hay and Grain current use was grandfathered in as an existing allowable commercial use, when the CUP process was completed with the City of Carlsbad in 2004 as noted above.

The proposed lease agreement with Carter's is based upon a current market rent evaluation, placing the value of the property between \$8,000 and \$10,000 monthly. Instead of making a large initial increase to reach this bracket, an incremental rent increase approach is proposed to minimize the adverse effects upon Carter's ability to continue to make timely rent payments that a one-time increase may cause. The proposed increase of \$450 over the current monthly rate, will bring the starting monthly rate to \$7,500 in year one (1) followed by an annual escalator of approximately 3% per month for the remaining lease period, ending at a rate of \$9,725 in year ten (10) as shown by the table below:

Year (Dates)	Increase	Total Monthly Rent
1 (9.1.2021-8.31.2022)	\$450	\$7,500
2 (9.1.2022-8.31.2023)	\$225	\$7,725
3 (9.1.2023-8.31.2024)	\$250	\$7,975
4 (9.1.2024-8.31.2025)	\$250	\$8,225
5 (9.1.2025-8.31.2026)	\$250	\$8,475
6 (9.1.2026-8.31.2027)	\$250	\$8,725
7 (9.1.2027-8.31.2028)	\$250	\$8,975
8 (9.1.2028-8.31.2029)	\$250	\$9,225
9 (9.1.2029-8.31.2030)	\$250	\$9,475
10 (9.1.2030-8.31.2031)	\$250	\$9,725

Additionally, this incremental raise reflects that OMWD does not invest capital into the site and tenant buildings, and that Carter's is responsible for all upkeep and repair of the facility including undertaking aesthetic and operational improvements as requested by OMWD.

Staff proposes to offer Carter's the attached lease agreement valid for a term of ten (10) consecutive years. If approved, the new lease will go in to effect September 1, 2021 and expire August 31, 2031.

Staff commenced the process of the market rent evaluation and negotiations with Carter's in the spring of this year. The Board President subsequently requested that items be brought in advance of expiration. This contract evaluation was already on track for presentation this month. If the Board chooses not to renew, this contract can go month-to-month until new arrangements are made. It should be noted that the Carter's Hay and Grain store was grandfathered in and was an allowable use under the City of Carlsbad CUP in 2004. No other uses are permitted.

Staff is available to answer any questions.

*Attachment(s):*

*Draft lease agreement with Carter's Hay and Grain (2021-2031);  
Rent Valuation Appraisal*

## **COMMERCIAL LEASE AGREEMENT**

THIS COMMERCIAL LEASE AGREEMENT ("LEASE") is entered into by and between the OLIVENHAIN MUNICIPAL WATER DISTRICT, organized and existing pursuant to Water Code section 71000 et seq. ("LANDLORD"), and Carter's Hay and Grain ("TENANT").

1. Description of Premises. LANDLORD agrees to lease to TENANT, and TENANT agrees to lease from LANDLORD, the real property of approximately 1.45 acres on the southwest corner of the intersection of Rancho Santa Fe Road and the entrance to Olivenhain Municipal Water District in the City of Carlsbad, California (Hereinafter "LEASED PREMISES"). This is a LEASE. TENANT shall not at any time use the LEASED PREMISES for any residential purpose.
2. Term of Lease. This LEASE is for a one hundred-twenty (120) month term commencing upon execution by the parties and expiring on August 31, 2031. A holdover by TENANT after expiration shall not extend this LEASE without the express written consent of LANDLORD. If TENANT has not secured a new LEASE from LANDLORD prior to the expiration of the terms contained within this LEASE, the monthly rate of rent may continue at the then current rate plus an additional 3% annual escalator at the discretion of the LANDLORD, until such a time as the new rental terms have been agreed upon by all parties.

3. Rent.

3.1 Rental Amount. TENANT agrees to pay LANDLORD rent at the rate set forth below, in advance, on the first day of each month, commencing September 1, 2021. Rents shall be due without any demand by LANDLORD. All rent shall be paid without deduction for any claim, demand, or setoff against LANDLORD. Any renewal of this LEASE shall be subject to agreement on a new rental amount acceptable to LANDLORD. The monthly rental amount shall be paid according to the following schedule:

- a. Year 1 (September 1, 2021 to August 31, 2022): Monthly rate of \$7500.00
- b. Year 2 (September 1, 2022 to August 31, 2023): Monthly rate of \$7725.00
- c. Year 3 (September 1, 2023 to August 31, 2024): Monthly rate of \$7975.00
- d. Year 4 (September 1, 2024 to August 31, 2025): Monthly rate of \$8225.00
- e. Year 5 (September 1, 2025 to August 31, 2026): Monthly rate of \$8475.00
- f. Year 6 (September 1, 2026 to August 31, 2027): Monthly rate of \$8725.00
- g. Year 7 (September 1, 2027 to August 31, 2028): Monthly rate of \$8975.00
- h. Year 8 (September 1, 2028 to August 31, 2029): Monthly rate of \$9225.00
- i. Year 9 (September 1, 2029 to August 31, 2030): Monthly rate of \$9475.00
- j. Year 10 (September 1, 2030 to August 31, 2031): Monthly rate of \$9725.00

3.2 Liquidated Damages. TENANT has been advised and agrees it would be extremely difficult for LANDLORD to affix the actual damages suffered as the result of TENANT's failure to pay rent on the date it is due. Among other things these damages include



additional administrative time involved in collecting the rent and loss of the time value of this money. TENANT therefore agrees that should they fail to pay any rent within ten (10) consecutive days of the date it is due, they shall pay an additional amount equal to five percent (5%) of the overdue amount. The parties agree this additional charge represents a fair and reasonable estimate of the costs LANDLORD would incur as the result of TENANT's late payments. Acceptance of this additional charge by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to the overdue amount nor prevent LANDLORD from exercising any other rights or remedies provided by this LEASE or by law.

3.3 Deposit. Upon execution of this LEASE, it is understood LANDLORD will retain the sum of One Thousand Five Hundred Fifty Dollars (\$1550.00) paid by TENANT as a security deposit for the performance by TENANT of the provisions of this LEASE. If TENANT is in default, LANDLORD can use the security deposit or any portion to cure the default and to compensate LANDLORD for all damages sustained by LANDLORD resulting from TENANT'S default. If TENANT is not in default at the expiration or termination of the LEASE, LANDLORD shall return the security deposit to TENANT.

4. Rules and Regulations. TENANT agrees to conform to the rules and regulations imposed by LANDLORD from time to time as LANDLORD may determine in LANDLORD's sole discretion; including, but not limited to, operations so as not to conflict with LANDLORD's operation nor the operations of other tenants.

5. Use and Acceptance of Premises.

5.1 Use of Premises. The LEASED PREMISES shall be used and occupied by TENANT solely for the lawful purposes necessary for a tack and feed business and for no other purpose without the express prior written consent of LANDLORD. LANDLORD shall have no obligation to grant this consent and may deny any change in use in LANDLORD's sole discretion.

5.2 Acceptance of Premises by TENANT. TENANT accepts the LEASED PREMISES as being in good and sanitary order, condition, and repair. TENANT further agrees to surrender the LEASED PREMISES to LANDLORD in the same condition as when received, reasonable wear and tear excluded. TENANT is aware the LANDLORD may improve its property from time to time over the term of this LEASE and there may be times construction noise, dust and traffic may occur. LANDLORD will keep TENANT informed of any pending improvements determined to impact the TENANT's operations at the sole discretion of the LANDLORD so as to allow coordination between the parties to minimize impacts.

5.3 No Representations by LANDLORD. TENANT acknowledges neither LANDLORD nor any of LANDLORD's agents, servants, or employees, have made any representations or warranties, whether express or implied, concerning the LEASED PREMISES or the quality, nature or condition of the LEASED PREMISES. TENANT takes possession of the LEASED PREMISES "as is."

5.4 TENANT to Comply with All Laws and Regulations. TENANT agrees not to use any portion of the LEASED PREMISES in a manner which is in violation of any applicable

law, ordinance, or regulation, or which may be dangerous to life, limb or property. TENANT shall be solely responsible for the cost to comply with any applicable law, ordinance, or regulation, including without limitation, the cost to obtain or renew any permits necessary for TENANT's operation. TENANT agrees not to use, or dispose of, any hazardous or toxic waste on the LEASED PREMISES or on any of LANDLORD's property. TENANT shall be solely liable and responsible for complying with all federal, state, and local regulations regarding hazardous or toxic waste and agrees to pay all fees and costs necessary to remove any toxic or hazardous waste on the LEASED PREMISES or LANDLORD's property caused by any agent, servant, employee, independent contractor, customer, or invitee of TENANT.

5.5 Municipal Storm Water Discharge Permit. In order to comply with the Municipal Permit and Carlsbad Municipal Code, TENANT shall implement the following best management practices:

- a. Perform regular visual inspections of the storm drain and drainage paths to identify unauthorized discharges or pollutants, clean as needed.
- b. Ensure employees are aware of the City's trash and storm water ordinance requirements and that they take appropriate actions to report, clean, and prevent spills that could runoff into storm drain.
- c. Ensure Carter's Hay and Grain is licensed to conduct business in the City of Carlsbad.

5.6 Signs and Displays. The TENANT shall not display, inscribe, print, maintain or affix any sign, notice, legend, direction, figure, or advertisement at the LEASED PREMISES without the written consent of the LANDLORD.

5.7 No Obstructions. Notwithstanding Section 4 of the LEASE, the LANDLORD will enforce the provisions set forth in Section 1, Description of Premises, and expects the TENANT will throughout the course of their daily operations observe the boundaries (See Exhibit A, note description of Parcel A) set forth by this LEASE. In the event the TENANT utilizes any area outside of the designated boundary resulting in impacts to the LANDLORD's operations, TENANT will be subject to notification by LANDLORD of violation and may result in the imposition of monetary penalties as follows through the terms of the LEASE:

- a. First infraction - LANDLORD will notify (in writing) and require TENANT to correct violation within twenty-four (24) hours.
- b. Second infraction - LANDLORD will notify (in writing) and require TENANT to correct violation within twenty-four (24) hours and LANDLORD will assess a \$100 penalty to be collected in addition to and paid by TENANT with the subsequent month's Rent.
- c. Third and any additional infraction(s) - LANDLORD will notify (in writing) and require TENANT to correct violation within twenty-four (24) hours and LANDLORD will

assess a \$500 penalty to be collected in addition to and paid by TENANT with the subsequent month's Rent.

5.8 Noises and Odors. TENANT shall not make or permit any noise or odor objectionable to LANDLORD to emanate from any portion of the LEASED PREMISES, nor shall TENANT create or maintain any nuisance anywhere on the LEASED PREMISES.

5.9 LANDLORD Remedies for Breach. The parties mutually agree it would be impossible to compensate LANDLORD in damages for violations by TENANT of any of the paragraphs specified in this Section (5). The violation of any of the paragraphs specified in this Section (5) may be restrained by LANDLORD by way of injunction. TENANT expressly agrees to waive any right TENANT may now or hereafter acquire to contest the injunction on the grounds there is other relief available to LANDLORD. In the event of any breach by TENANT of any obligation contained in this Section (5), LANDLORD shall have the right to pursue any and all remedies provided by California law including specific enforcement and damages.

6. Utilities, Maintenance and Repairs.

6.1 Water, Sewer and Electricity. TENANT shall be solely responsible for payment of all water, sewer and electrical bills.

6.2 Real Property Taxes. LANDLORD shall be solely responsible for payment of all real property taxes which may be levied and assessed against the LEASED PREMISES.

6.3 Personal Property Taxes. TENANT shall be responsible for payment of all personal property taxes, license fees, or other charges made against or levied upon TENANT'S trade fixtures, improvements, merchandise or other personal property used on or within the LEASED PREMISES.

6.4 Maintenance and Repair. TENANT shall be solely responsible for maintaining and repairing all structures, improvements, and landscaping located on the LEASED PREMISES. TENANT shall also be responsible for repairing any damage caused by TENANT to the property or LEASED PREMISES.

6.5 LANDLORD's Rights. If TENANT fails to perform any maintenance or other repairs for which TENANT is responsible under this LEASE, LANDLORD may, at its option, enter upon the LEASED PREMISES, after ten (10) days prior written notice to TENANT, and put the same in good order, condition and repair. All such repairs made by LANDLORD shall bear interest at the rate of ten percent (10%) per annum and shall be paid by TENANT, together with TENANT's next rental installment.

7. Alterations, Improvements and Mechanic's Liens. TENANT shall not make any alterations, improvements or additions to any of the LEASED PREMISES without obtaining the prior written consent of LANDLORD. All additions, alterations or improvements to any portion of the LEASED PREMISES other than moveable items of personal property and trade fixtures shall become a part of the realty and shall belong to LANDLORD. It is understood by the parties that any improvements made by TENANT are intended for TENANT's benefit only and not as additional rent. TENANT shall keep the LEASED PREMISES and the structures

on which the LEASED PREMISES are located free from all liens, encumbrances or other charges arising from any work performed, materials furnished or obligations incurred by TENANT and shall hold LANDLORD harmless from any liability therefor.

8. Liability and Property Insurance.

8.1 TENANT's Insurance. Prior to execution of this LEASE by LANDLORD, TENANT shall provide a certificate of liability insurance verifying the TENANT has in place a broad form combined single limit liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) with an insurance company rated at least a Class VI in the most current rating by A.M. Best Company. TENANT shall keep this liability insurance policy in full force and effect during the entire term of this LEASE. This liability insurance policy shall be submitted to the LANDLORD for its approval in its sole discretion. This insurance shall name LANDLORD as an additional named insured. TENANT agrees to provide certificates of insurance to LANDLORD verifying the coverage for LANDLORD's interest and further providing the insurance company will notify LANDLORD, in writing, ten (10) days prior to cancellation or of any other change in the insurance coverage. If TENANT fails to provide this required insurance coverage, LANDLORD is hereby empowered to purchase this amount of insurance coverage for TENANT. If LANDLORD pays for this insurance coverage, TENANT shall be required to reimburse LANDLORD for each premium as it falls due as part of the rental payment next due.

9. Defense and Indemnity. TENANT shall defend, hold harmless and indemnify the LANDLORD from and against any and all liability, claims, causes of action, actions, fines, penalties, losses, costs, and expenses or other fees or charges, of whatever type or nature, arising from TENANT's use of the LEASED PREMISES or from the operation of TENANT's business except claims or causes of action caused by the sole active negligence or intentional misconduct of LANDLORD's employees or agents. Upon notice from LANDLORD, TENANT agrees to defend LANDLORD at TENANT'S expense by counsel satisfactory to LANDLORD in LANDLORD's sole discretion and to pay all attorney's fees and costs of LANDLORD within thirty (30) days of mailing of each monthly bill. As a material part of the consideration for this LEASE, TENANT hereby assumes all risk of damage to property or injury to persons in, upon or about the LEASED PREMISES arising from the use of the LEASED PREMISES by TENANT or from TENANT'S business. This defense and indemnity shall extend to injury to LANDLORD's agents, servants and employees, damage to any property owned by LANDLORD and all hazardous and toxic waste claims caused by TENANT or any agent, servant, employee, independent contractor, customer, or invitee of TENANT.

TENANT further agrees the LANDLORD shall not be liable for any injury to TENANT's business or any loss of income or damage to the goods, or other property of TENANT, TENANT's employees, TENANT's invitees, TENANT's customers, or any other person in or about the LEASED PREMISES. Nor shall LANDLORD be liable for any injury to TENANT, TENANT's employees, or TENANT's agents or contractors, whether such damage or injury is caused by or results from fire, electricity, gas, water or rain or from the breakage, leakage, obstruction, or other defective pipes, sprinklers, wires, appliances, plumbing, lighting fixtures, or from any other cause whatsoever, whether the damage or injury results

from conditions arising upon the LEASED PREMISES or upon other portions of the property of which the LEASED PREMISES are a part or from other sources or places, and regardless of whether the cause of the damage or injury or the means of repairing them is inaccessible to TENANT, except those caused by the sole active negligence or intentional misconduct of LANDLORD or its employees or agents.

10. Damage or Destruction.

10.1 Partial Damage - Insured. If the LEASED PREMISES are partially damaged and the damage was caused by a casualty covered under an insurance policy maintained pursuant to this LEASE, LANDLORD shall repair the damage at LANDLORD's expense as soon as reasonably possible thereafter. LANDLORD's obligation to repair under this Section (10.1) shall not include any damage to TENANT's fixtures, equipment, or TENANT improvements unless the improvements belong to LANDLORD in accordance with the terms of this LEASE. Should there be a substantial interference with TENANT's business, a proportionate part of TENANT's rent shall be abated as agreed between the parties until the LEASED PREMISES are repaired or rebuilt. Otherwise, there shall be no abatement of the rent.

10.2 Partial Damage - Uninsured. If a portion of the LEASED PREMISES is damaged as a result the negligent or willful act of TENANT or its agents, servants, employees, invitees, or independent contractors, it shall be the sole responsibility of TENANT to make the repairs at its own expense, whether or not the damage is insured. If the damage is caused by a casualty not covered by any insurance specified in this LEASE, and is not due to the negligence or willful act of TENANT, its agents, servants, employees, invitees, or independent contractors, LANDLORD may elect either of the following options:

- a. LANDLORD may repair such damage as soon as reasonably possible at LANDLORD'S expense. The LEASE shall remain in full force and effect without any abatement of the rent.
- b. LANDLORD may give written notice to TENANT within thirty (30) consecutive days after the date of the casualty and may terminate this LEASE as of the date the casualty has occurred. If LANDLORD elects to terminate this LEASE, TENANT shall have the right to notify LANDLORD, in writing, of TENANT's intention to repair the damage at TENANT's expense, without reimbursement from LANDLORD. To be effective, LANDLORD must receive this notice with ten (10) consecutive days of the date TENANT has received the notice of the termination by LANDLORD. Any notice not received within this ten (10) day period shall be deemed null and void, and TENANT shall be deemed to have waived this right. If TENANT fails to give notice within the ten (10) consecutive day period, this LEASE shall be cancelled and terminated as of the date of the casualty causing the damage.

10.3 Total Destruction. If the LEASED PREMISES are totally destroyed from any cause, whether or not covered by insurance, this LEASE shall automatically terminate as of the date of the total destruction. This Section (10.3) shall govern over any term, covenant, or condition specified in Sections 10.1 or 10.2 of this LEASE.

10.4 Maintenance of Insurance After Damage. Notwithstanding the provisions of 10.1 and 10.2 of this LEASE, if the LEASED PREMISES are partially destroyed for any

reason, TENANT shall keep this liability insurance policy in full force and effect during the entire term of this LEASE. This insurance shall name LANDLORD as an additional named insured. TENANT agrees to provide certificates of insurance to LANDLORD verifying the coverage for LANDLORD's interest and further providing that the insurance company will notify LANDLORD, in writing, ten (10) days prior to cancellation or of any other change in the insurance coverage. If TENANT fails to provide this required insurance coverage at any time during this LEASE, LANDLORD is hereby empowered to purchase this amount of insurance coverage for TENANT. If LANDLORD pays for this insurance coverage, TENANT shall be required to reimburse LANDLORD for each premium as it falls due as part of the rental payment next due.

10.5 Waiver. TENANT waives the provisions of California Civil Code sections 1932(2) and 1933(4) which relate to termination of leases when the thing leased is destroyed and agrees destruction or damage to the LEASED PREMISES shall be governed by the terms of this LEASE.

11. Assignment and Subletting.

11.1 LANDLORD's Consent Required. TENANT shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any portion of the LEASED PREMISES without obtaining LANDLORD's express prior written consent. Such consent may be granted or denied by LANDLORD, in its sole discretion. Any assignment or subletting without the prior written consent of LANDLORD shall be void and shall constitute a material breach of this LEASE.

11.2 Effect of Assignment or Sublease on TENANT. Regardless of LANDLORD's consent, no subletting or assignment shall relieve TENANT of TENANT's obligations or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT pursuant to this LEASE. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision of this Section (11.2). Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If TENANT's assignee or sub lessee defaults in the performance of any of the terms, covenants, or conditions specified in this LEASE, LANDLORD may proceed directly against TENANT, the sub lessees or both of them without the necessity of exhausting remedies against the assignee or sub lessee. LANDLORD may consent to subsequent assignments or subletting of this LEASE or amendments or modifications to this LEASE with assignees of TENANT without notifying TENANT, or any successor of TENANT, and without obtaining TENANT's consent to any such changes. TENANT agrees the LANDLORD may enter into subsequent assignments or sublets of this LEASE or amendments or modifications to this LEASE with assignees of TENANT without notifying TENANT, or any successor of TENANT, and without obtaining TENANT's consent to any such changes. The parties agree subsequent assignments or subletting or amendments or modifications to this LEASE shall not relieve TENANT of primary liability under this LEASE.

12. Subordination. This LEASE shall be subordinate to any mortgage, deed of trust, or other financing which LANDLORD now has or may acquire in the future against the LEASED PREMISES without further action by any party. TENANT agrees to execute such additional agreements as may be reasonably required to facilitate the encumbrance or sale of the property by LANDLORD. However, nothing in this LEASE shall be construed to require TENANT to sign any agreement which by its terms would alter the right of TENANT to enjoy the use of the LEASED PREMISES for the remaining term of this LEASE so long as TENANT is not in default under this LEASE. Upon request of the LANDLORD, TENANT agrees to execute such documents, including estoppel letters, which LANDLORD requests to

subordinate TENANT's interest to any financing of existing or hereafter acquired by LANDLORD.

13. Default - Remedies.

13.1 Events Constituting a Default. The occurrence of any of the following events, singly or in combination, shall constitute a material breach of this LEASE:

- a. Any part of TENANT's interest is assigned or transferred, either voluntarily or by operation of law without LANDLORD's express prior written consent; or
- b. TENANT abandons the LEASED PREMISES. Section 16 shall govern as to when an abandonment has occurred; or
- c. TENANT fails to make any payment of rent or any other payment required by this LEASE for a period of three (3) consecutive days after TENANT has received written notice of the arrearage from LANDLORD; or
- d. TENANT fails to perform any other term, covenant, or conditions of this LEASE on the date it is due; or
- e. The failure of TENANT to maintain any insurance required by this LEASE at all times while the LEASE remains in effect; or
- f. The failure of TENANT to pay any real or personal property taxes payable by TENANT on the date they are due; or
- g. The failure of TENANT to maintain or repair the LEASED PREMISES as required in Section 6.4 of this LEASE; or
- h. The failure of TENANT to remove any lien, judgment, or debt filed against the LEASED PREMISES which was created, or caused by, TENANT not later than ten (10) consecutive days following recordation of the lien, judgment, or debt; or
- i. The failure of TENANT to comply with the provisions of this LEASE governing TENANT Improvements; or
- j. TENANT's violation of Section 5.1 of this LEASE governing uses; or
- k. TENANT's violation of any federal, state, or local laws, regulations, or ordinances; or
- l. The failure of TENANT to defend or indemnify LANDLORD as required by this LEASE; or
- m. TENANT's assignment or subletting of all or any portion of the LEASED PREMISES without the express prior written consent of LANDLORD; or
- n. TENANT's failure to pay any sums payable by TENANT to LANDLORD under this LEASE on the dates they are due; or

- o. Any of the following: (1) a general assignment by TENANT for the benefit of TENANT's creditors; (2) any voluntary filing, petition, or application by TENANT under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; (3) the abandonment, vacation, or surrender of the LEASED PREMISES by TENANT without LANDLORD's express prior written consent; or (4) the dispossession of TENANT from the LEASED PREMISES (other than by LANDLORD) by process of law or otherwise; or
- p. The appointment of a trustee or receiver to take possession of all or substantially all of TENANT's assets or the attachment, execution or other judicial seizure of all or substantially all of the TENANT's assets located on the LEASED PREMISES or TENANT's interest in the LEASE, unless the appointment or attachment, execution or seizure is discharged within thirty (30) days; or
- q. Abandonment of all or any portion of the LEASED PREMISES by TENANT at any time during the LEASE term or any extension for any period of time exceeding fifteen (15) consecutive days; or
- r. TENANT's holding over without the prior written consent of LANDLORD; or
- s. TENANT uses, discharges or spills any hazardous or toxic waste on all or any portion of the LEASED PREMISES.

The breach by TENANT of any of the provisions contained in Section 13 of this LEASE shall constitute a material breach of this LEASE.

13.2 LANDLORD'S Remedies in Event of Default. In the event the TENANT is in default of any provision of this LEASE as specified in Section 13.1, the LANDLORD may, at any time thereafter, with or without notice or demand, and without limiting the LANDLORD in the exercise of any right or remedy which the LANDLORD may have by reason of such default or breach, elect any of the following remedies:

13.2.1 Unilaterally terminate the right of TENANT to possession of the LEASED PREMISES by written notice to TENANT, in which case this LEASE shall automatically terminate and TENANT shall surrender possession of the LEASED PREMISES to the LANDLORD not later than ten (10) consecutive days following receipt of the termination notice. Thereafter, the LANDLORD shall be entitled to recover from TENANT all of the following damages:

- a. the worth at the time of award of the unpaid rent which has been earned at the time of termination; and
- b. the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss TENANT proves could have been reasonably avoided; and
- c. the worth at the time of award of the amount by which the unpaid rent for



the balance of the term after the time of award exceeds the amount of such rental loss TENANT proves could be reasonably avoided; and

- d. any and all other amounts necessary to compensate LANDLORD for the detriment proximately caused by TENANT's failure to perform its obligations under this LEASE or which, in the ordinary course of things, would be likely to result there from.

The worth at the of award of the amounts referred to in Subsections (a) and (b) of this Section shall be computed by allowing interest at the rate of one percent (1%) per month until paid in full. The worth at the time of award of the amount referred to in Subsection (c) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%); or

13.2.2 Maintain the right of TENANT to possession, in which case this LEASE shall continue in effect whether or not TENANT shall have abandoned the LEASED PREMISES. In such event, the LANDLORD shall be entitled to enforce all of the LANDLORD's rights and remedies under this LEASE, including the right to recover the rent as it becomes due; or

13.2.3 Pursue any other remedy now or hereafter available to the LANDLORD under the laws of the State of California or pursuant to this LEASE including injunctive relief, specific performance and a lawsuit for damages.

Unpaid installments of rent and other unpaid monetary obligations of TENANT under this LEASE not paid when due shall bear interest at the rate of one percent (1%) per month until paid in full. All amounts payable by TENANT under this LEASE shall be treated as additional rent due LANDLORD. Rent and any other amounts due under this LEASE shall earn interest from the date due until paid in full at the rate of one percent (1%) per month until paid in full.

14. Surrender of Lease not Merger. A voluntary or other surrender of this LEASE by TENANT, or a mutual cancellation of this LEASE, shall not work a merger of the interest of LANDLORD and TENANT without the prior written consent of LANDLORD.

15. Condemnation.

15.1 A Total Condemnation or Condemnation Not Leaving the Leasehold in a Usable Manner. If the whole of the LEASED PREMISES are taken or condemned by any competent authority or are threatened for condemnation by any competent authority for a public or quasi-public use or purpose, or if any part of the LEASED PREMISES shall be taken or condemned and the part not taken or condemned cannot be used or reconverted for the use to which the LEASED PREMISES had been utilized prior to the taking or condemnation, then this LEASE shall terminate as of the date when the applicable authority takes possession of the property, and the rent shall terminate as of the same date. TENANT shall not be entitled to any portion of the award or amount agreed to under threat of condemnation unless TENANT makes a claim for a portion of the award or amount to be paid under threat of condemnation, TENANT's claim shall be equal to the unamortized costs (depreciation on a straight-line basis computed monthly) of all leasehold improvements made by TENANT at its expense.) LANDLORD shall be entitled

to the balance of the award or amount paid under threat of condemnation.

15.2 Partial Condemnation Leaving Usable Space. If a portion of the LEASED PREMISES is taken or condemned and the part or portion not taken or condemned provides TENANT with sufficient space to continue to operate its business, then the LEASE shall remain in full force and effect; otherwise it shall terminate. TENANT shall be entitled to a reduction in rent equal to the monthly rental amount then in effect times a fraction. The numerator of the fraction shall be the amount of square footage being rented by TENANT after the condemnation. The denominator of the fraction shall be the total square footage utilized by TENANT prior to the condemnation. In the event of a partial taking, TENANT may, at TENANT'S option, make additional improvements on the leasehold property. The costs of such improvements shall be borne solely by TENANT.

16. Abandonment. The failure of TENANT to occupy and use the LEASED PREMISES for any period of fifteen (15) days or longer for any reason shall be treated as an abandonment of the LEASE by TENANT.
17. No Waiver. Failure of LANDLORD to insist upon the strict performance of any agreement, covenant or condition of this LEASE, or to exercise any option contained in this LEASE, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or option. All other agreements shall remain in full force and effect.
18. Notices. All notices to be given to LANDLORD or TENANT may be given in writing personally or by depositing the notice in the United States mail, postage prepaid, and addressed to the other party as follows:

LANDLORD:

Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, CA 92024  
Attention: Kimberly A. Thorner, General Manager

TENANT:

Carter's Hay and Grain  
1985 Olivenhain Road  
Encinitas, CA 92024  
Attention: Michael P. Carter

19. General Provisions.

- 19.1 Severability. The terms, covenants and conditions of this LEASE shall be interpreted wherever possible consistent with applicable laws and regulations. To the extent any such term, covenant or condition, as interpreted, is invalid or unenforceable, the remaining terms, covenants and conditions of this LEASE shall remain in full force and effect.
- 19.2 Time of Essence. Time is of the essence in all obligations required by this LEASE.
- 19.3 Final Agreement. This LEASE contains all representations and understandings between the parties with respect to the subject matter of this LEASE. No prior agreement or understanding pertaining to any matter specified in this LEASE shall be effective for any purpose. The parties hereby mutually declare there have not been any oral promises or agreements not contained in this LEASE. This LEASE may be modified in writing only, signed by the parties in interest at the time of the modification.
- 19.4 Attorney's Fees. If either party brings an action to enforce or interpret the terms of this LEASE, the prevailing party in any such action or arbitration proceeding, whether on trial or appeal, shall be entitled to recover all attorney's fees, all expert fees and costs, and all court costs in addition to any other relief afforded by law.
- 19.5 LANDLORD's Access. LANDLORD and LANDLORD's agents shall have the right to enter the LEASED PREMISES at any time on twenty four (24) hours advance oral or written notice to TENANT and immediately if LANDLORD determines an emergency exists for the purpose of inspecting the LEASED PREMISES, showing the LEASED PREMISES to prospective purchasers or lessees, and to make alterations, repairs, improvements or additions to the LEASED PREMISES or to the structures as LANDLORD deems necessary or desirable in its sole discretion. LANDLORD may at any time place "For Sale" signs on the LEASED PREMISES. LANDLORD may also place "For Lease" signs on or around the LEASED PREMISES during the last year of this LEASE, all without rebate of rent and without any liability to TENANT.
- 19.6 Meaning of "Consecutive Days". The term "consecutive days" as used in this LEASE means each day during the period specified, including all Saturdays, Sundays and holidays.
- 19.7 Jurisdiction and Venue. Jurisdiction and venue of all disputes related to this LEASE shall lie only in the Superior Court for the North County Judicial District, County of San Diego, and State of California. The parties mutually agree this LEASE has been entered into and requires performance in Encinitas, California within the North County Judicial District, County of San Diego.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE as of August 1, 2021  
in Encinitas, California.

LANDLORD:

Owner

OLIVENHAIN MUNICIPAL WATER DISTRICT

By

---

Kimberly A. Thorner  
General Manager

TENANT:

CARTER'S HAY AND GRAIN

By

---

Michael P. Carter



Exhibit-A 1.45AC



ALISON E. ROACH, MAI, SRA  
ERIC C. SCHNEIDER, MAI, SRA, AI-GRS, R/W-AC  
BENJAMIN F. KUNKEL, MAI

JONES, ROACH & CARINGELLA, INC.  
REAL ESTATE VALUATION CONSULTANTS  
10920 VIA FRONTERA, SUITE 440  
SAN DIEGO, CA 92127-1732  
(858) 565-2400 FAX: (858) 565-4916  
www.jrcvaluation.com

ROBERT P. CARINGELLA, MAI, SRA, AI-GRS  
ROBERT N. JONES, MAI (RETIRED)  
STEPHEN D. ROACH, MAI, SRA, AI-GRS

March 26, 2021

Ms. Cindy Pecile, Engineering & Right of Way Coordinator  
Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, California 92024

Reference: *1985 Olivenhain Road Lease; Olivenhain Municipal Water District*

Dear Ms. Pecile:

At your request, we have estimated the market rent for the referenced property. This is a preliminary valuation based on a limited scope investigation. The intended use of the appraisal is to assist in providing an approximate market rent, for possible continued leasing of the property. As set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), we have communicated our conclusions in this restricted appraisal report. Because this report is presented in a restricted format, it is intended for the use of the client, only. The report may not contain all of the supporting rationale for all of the opinions and conclusions set forth in the report. The District is the client and the only intended user of this report. There are no other uses or users of the appraisal. Market rent is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition* (2015). The effective date of the appraisal is March 26, 2021.

The subject property is located about 350 feet south of the corner of Rancho Santa Fe Road and Olivenhain Road in the city of Carlsbad. The parcel is improved with two older structures/barns and outdoor storage yards currently utilized as Carter's Hay & Grain. The subject is identified as a portion of Assessor's Parcel Number 255-040-59. According to the existing lease, the parcel contains approximately 1.45 acres of land. The current lease rate is \$7,050 per month and the lease expires in August 2021. The landlord is responsible for real estate taxes, while the tenant is responsible for any personal property taxes, utilities, and maintenance and repair of the improvements. Topography is mostly gently sloping downward away from the street, with an interior slope separating the northern and southern tiers; there are level pad areas supporting the two structures. The subject property is zoned Office by the city of Carlsbad, which allows for professional office and limited, related commercial uses, with a minimum lot area of 10,000 square feet. We assumed that the current (or similar) use may continue.

In performing this assignment, we briefly investigated the physical, legal, and economic characteristics of the subject property. We inspected the subject property from accessible areas. We investigated comparable rentals to determine the market rent. We also investigated comparable sales and utilized a return on land technique; the buildings are older and heavily depreciated. The rent estimate is intended to reflect the rent for the existing improvements/land (an interim use), not the

Ms. Cindy Pecile  
March 26, 2021  
Page 2

long-term highest and best use of the parcel (which may be redevelopment). Some industries and market segments are still experiencing impacts from COVID-19. However, for a property such as the subject, this was considered to have a relatively minor short-term impact - the market rent estimated would generally reflect a three-to-five year lease.

Based on our preliminary investigation, we concluded that the market rent for this property falls in a range of \$8,000 to \$10,000 per month, as of the date of value. This rent estimate reflects the same expense terms as the existing lease, and presumes typical inflation protection (ranging from annual CPI to 3.0 per increases). In similar cases, the rental rate can be impacted by the gross and net revenue of the business, but we were not provided with any income information related to the current tenant. This preliminary valuation is based on the scope of the assignment; further investigation and research may be required prior to complete of a full scope assignment. The opinions are subject to the assumptions and limiting conditions stated herein.

Thank you for this opportunity to be of service. Please feel free to call us if you have any questions or comments.

Sincerely,



Robert P. Caringella, MAI, SRA, AI-GRS  
AG003295



Alison E. Roach, MAI, SRA  
3003682

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following general assumptions and limiting conditions:

### General Assumptions and Limiting Conditions

1. Information, estimates, and opinions furnished by others and contained in this report are assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
2. No responsibility is assumed for matters legal in character, nor do I render an opinion as to title, which is assumed to be held in fee simple estate as of the date of valuation unless otherwise stated.
3. It is assumed that the property is readily marketable and free of all liens and encumbrances except any specifically discussed in this report.
4. Photographs, plats, and maps furnished in this report are to assist the reader in visualizing the subject property. No survey of the subject property has been made, and no responsibility has been assumed in this matter.
5. It is assumed that there are no legitimate environmental or ecological reasons that would prevent orderly development of the land to its highest and best use under economically feasible conditions, unless otherwise noted herein.
6. A soils engineering study has not been provided for this appraisal. It is assumed that there are no hidden or unapparent conditions which would render the property more or less valuable. No responsibility is assumed for such conditions or for engineering which might be required to discover such factors.
7. Possession of this report, or a copy thereof, does not carry with it the right of publication. Disclosure of the contents of this appraisal report is governed by the by-laws and regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially reference to the Appraisal Institute or the MAI and SRA designations) may be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications without prior written consent and approval of the appraiser.
8. This report may not be used for any purpose by anyone other than the party to whom it is addressed without the written consent of the appraiser.
9. The submission of this report constitutes completion of the services authorized. It is submitted on the condition that the client will provide the appraiser customary compensation relating to any subsequent required depositions, conferences, additional preparation, or testimony.
10. No warranty is made as to the seismic stability of the subject property.



**ASSUMPTIONS AND LIMITING CONDITIONS**  
(Continued)

11. The date of value to which the opinions expressed in this report apply is set forth in the letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions herein stated.

12. An engineering survey has not been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

13. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and it is assumed that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

14. The projections included in this report are utilized to assist in the valuation process and are based on current market conditions and anticipated short-term supply and demand factors. Therefore, the projections are subject to changes in future conditions that cannot be accurately predicted by the appraiser and could affect the future income or value projections.

15. Testimony or attendance in court or any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance.

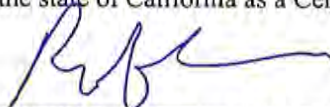
16. A title report was not reviewed for this assignment. No responsibility is assumed for undisclosed items of record or any unrecorded items that may limit the utility of the subject property. It is assumed that the property is subject to easements that are typical for this property type and size.

17. By acceptance and use of this report, the user agrees that any liability for errors, omissions, or judgment of the appraiser is limited to the amount of the fee charged for the appraisal. Anyone acting in reliance upon the opinions, judgments, conclusions, or data contained herein, who has the potential for monetary loss due to the reliance thereon, is advised to secure an independent review and verification of all such conclusions and/or facts. The user agrees to notify the appraiser, prior to any loan or irrevocable investment decision, of any error which could reasonably be determined from a thorough and knowledgeable review.

**APPRAISER'S CERTIFICATE**

I do hereby certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. We have made a personal inspection of the property (from accessible areas) that is the subject of this report.
11. No one provided significant real property appraisal assistance to the person signing this certification.
12. I have performed no services, as an appraiser or in any other capacity, regarding the property in the three year period immediately preceding the agreement to perform this assignment.
13. As of the date of this report, Robert P. Caringella and Alison E. Roach have completed the continuing education program for Designated Members of the Appraisal Institute and has each received certification from the state of California as a Certified General Real Estate Appraiser.



Robert P. Caringella, MAI, SRA, AI-GRS  
AG003295



Alison E. Roach  
3003682

March 26, 2021  
Date

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER INFORMATIONAL BRIEFING WITH SDCWA ON THE DELTA  
CONVEYANCE, SALTON SEA, AND REGIONAL CONVEYANCE**

---

## Purpose

The purpose of this board item is the first step in satisfying Annual Objective 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. At the time of the posting of the board packet, the presentation was not available. It will be sent out upon receipt and included in the official record.

## Recommendation

This is an informational report. No board action is required. There will be a subsequent meeting with a board workshop to review OMWD's position on the Delta Conveyance Project, Salton Sea issues, and SDCWA's Regional Conveyance.

## Alternative(s)

Not applicable; informational item only.



# Colorado River/Bay Delta Update

Olivenhain Municipal Water District Board Meeting  
August 18, 2021

Dan Denham, Deputy General Manager



# Agenda



- Colorado River Basin States Update
- Status of Salton Sea Activities
- Regional Conveyance System Study
- Status of Bay Delta Activities

# Basin States Update

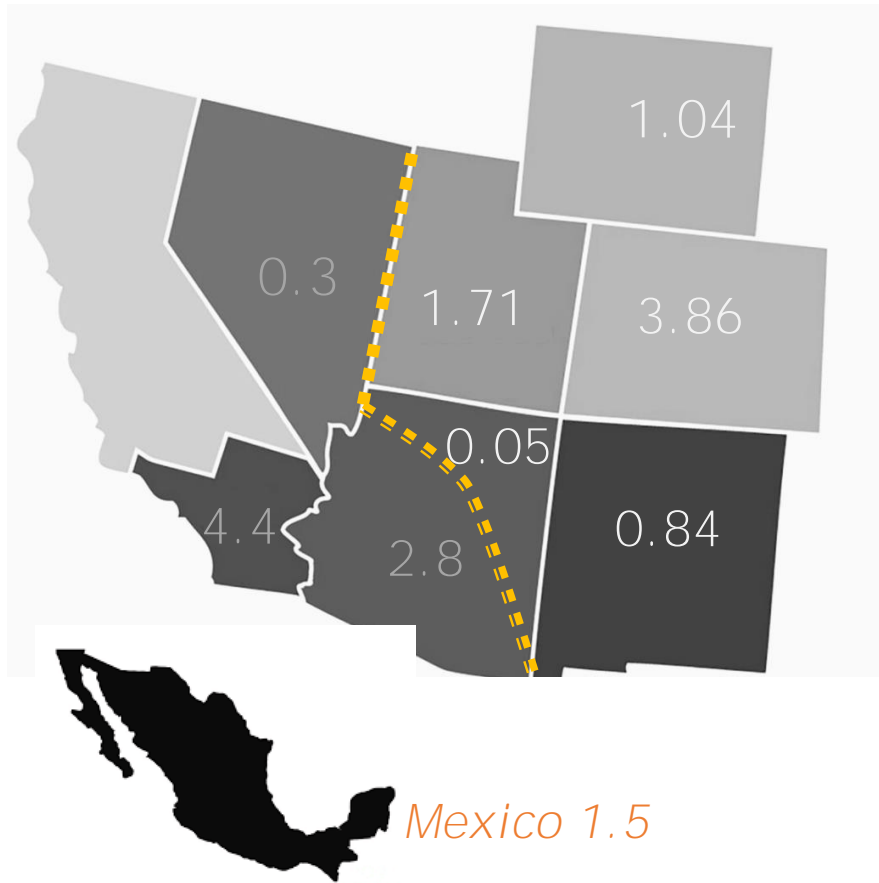
- Colorado River Basin snowpack 83% of average
- First ever shortage has been declared
- Provisions to protect hydropower being implemented
- Arizona, Nevada and Mexico currently facing reductions
- 50% chance for California within two years
- ***Water Authority's QSA supplies protected via senior/high priority status***



# Water Rights (million acre-foot)

## Colorado River Apportionments

*Upper and Lower Basins 7.5 each*



## Seven Party Agreement California Priorities

1.	PVID*	Uncapped
2.	Yuma Project*	Uncapped
3(a)	- IID (senior) - CVWD (junior)	3.10 0.33
3(b)	PVID	
<b>Total 1, 2, 3 not to exceed:</b>		<b>3.85</b>
4.	MWD	0.55
<b>Total</b>		<b>4.40</b>

\*Based on acres of irrigatable land

# 2007 Interim Shortage Guidelines

- Established shortage criteria for Lower Basin
- Annual Lower Basin supplies determined by Lake Mead elevation
- CA protected from cutbacks under existing guidelines
- Established Lake Mead Storage Program or Intentionally Created Surplus Program (ICS)
- 20-year term through 2026

THE SECRETARY OF THE INTERIOR  
WASHINGTON

Record of Decision

Colorado River Interim Guidelines for Lower Basin Shortages and the  
Coordinated Operations for Lake Powell and Lake Mead

December 2007

Recommending Official:

*Robert Johnson* *December 13, 2007*  
ROBERT JOHNSON Date  
Commissioner, Bureau of Reclamation

Approved:

*Dirk Kempthorne* *December 13, 2007*  
DIRK KEMPTHORNE Date  
Secretary of the Department of the Interior



# 2019 Drought Contingency Plan

- Water Authority not involved in negotiations
- Considered a temporary fix leading into 2007 Guideline renegotiations
- Key DCP Provisions
  - Established triggers for Lower Basin Lake Mead Contributions
  - Incentivized storage
  - Provided flexibility for recovering storage and implementing exchanges



# Lake Mead Elevation Triggers

Elev.	2007 Guidelines/Min 323 Reduction			Lower Basin DCP/BWSCP Contribution				Reduction + Contribution				
	AZ	NV	MX	AZ	NV	CA	MX	AZ	NV	CA	MX	Total
1090'	-	-	-	192	8	-	41	192	8	-	41	241
1075'	320	13	50	192	8	-	30	512	21	-	80	613
1050'	400	17	70	192	8	-	34	592	25	-	104	721
1045'	400	17	70	240	10	200	76	640	27	200	146	1,013
1040'	400	17	70	240	10	250	84	640	27	250	154	1,071
1035'	400	17	70	240	10	300	92	640	27	300	162	1,129
1030'	400	17	70	240	10	350	101	640	27	350	171	1,188
1025'	480	20	125	240	10	350	150	720	30	350	275	1,375

# Renegotiation Themes

- How bad is it and how much time do we have?
- **The “Grand Bargain”**
- Elevation triggers or total system content?
- Tactical opportunities to address reservoir levels
- Environmental mitigation
- Demand management
- Mexico, NGOs and Tribes



# Water Authority Position

- Protect QSA assets
- Inclusivity
- Salton Sea must be addressed
- IID, MWD and Water Authority as partners
- Expand sphere of influence through Lake Mead Storage and other programs



# Water Authority Lake Mead Storage

- Desired participation since program inception
- Existing approvals for QSA supplies
- Storage subaccount **hasn't been developed** under MOA with MWD
- Additional water in Lake Mead would help

Participation Requirements	
River Contractor status	✓
Approved projects	✓
Environmental approval	✓
Storage account	Under Discussion



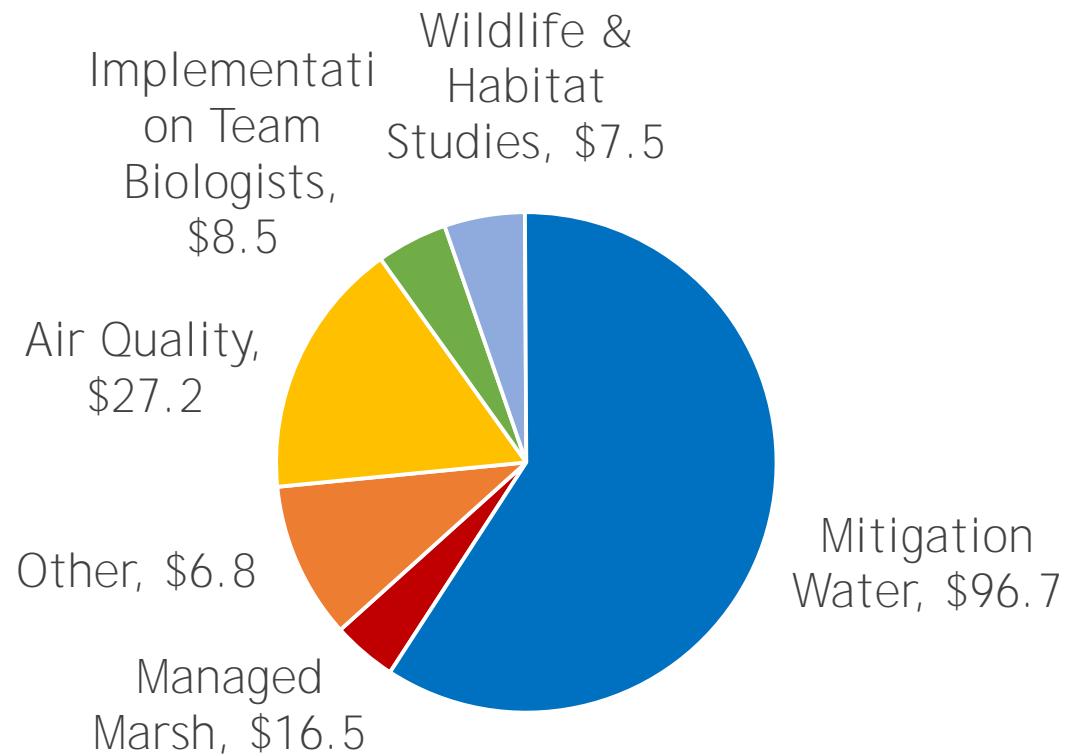
# Salton Sea

- To resolve Salton Sea issues the State Water Board requires extensive **“mitigation”** of the QSA transfers
- State’s **“restoration”** of the Salton Sea a separate issue from mitigation but the two can complement each other



# QSA Joint Powers Authority

- \$163 million spent to date
- \$129 million planned through 2036
- Permanent air quality projects on the ground expected to be largest expense going forward



Water Authority Contribution to the QSA JPA is \$94.4M

# State Water Resources Control Board

- Workshop scheduled for August 19
- Salton Sea Management Plan established under 2017 Stipulated Order
  - IID
  - Water Authority
  - County of Imperial
  - State
  - Various NGOs
- State has over \$300M in bond funding available but releasing on as-needed basis for projects





# Regional Conveyance System Study

- Studying options to safeguard QSA supplies and protect ratepayers
- Phase A complete - focused on engineering and cost
- Phase B underway - focusing on technical and costs refinement, detailed economic analysis, and robust stakeholder outreach and partnership dialogue



# Technical Refinements to Date

- Partnership Opportunities
- Facilities Planning
- Energy delivery
- Environmental Constraints
- Financial
- Demand sensitivities
- Conceptual design
- Quantitative risk analysis

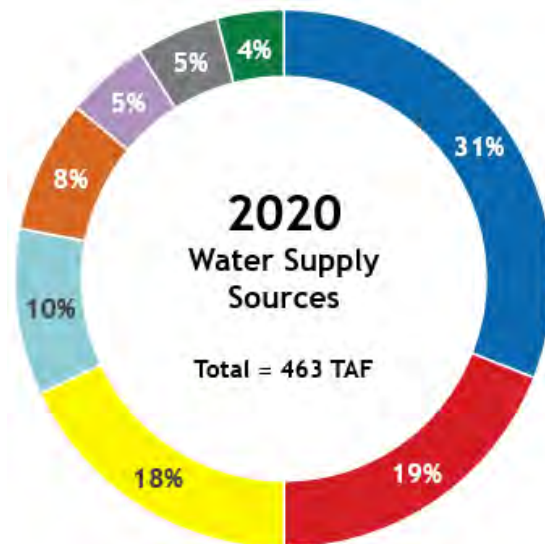
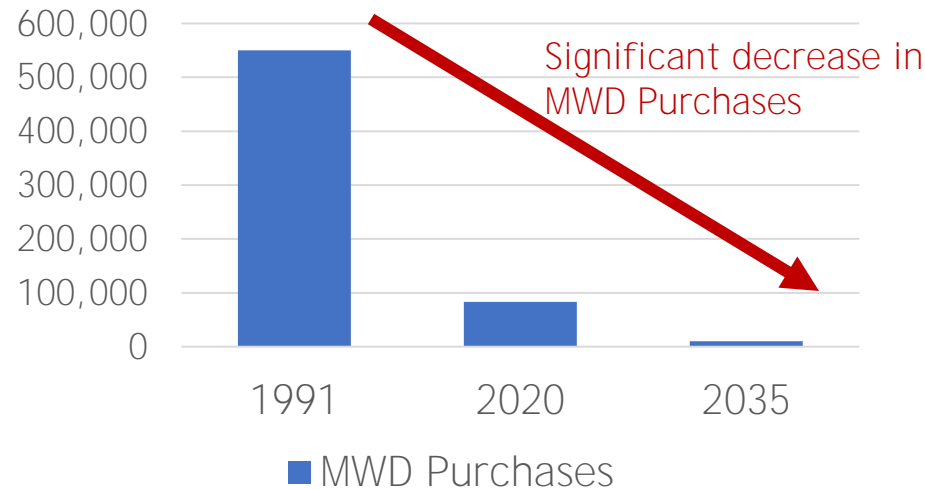


# Next Steps

- Continue partnership discussions
  - State/Feds
  - Member agencies
  - Salton Sea Authority
  - Mexico/Tribes
  - Additional P3s
- Explore potential non-binding agreements that show potential shared benefits and willingness to continue discussions
- Water Authority Board update Summer 2022



# Water Authority Reduces Demand on Bay-Delta

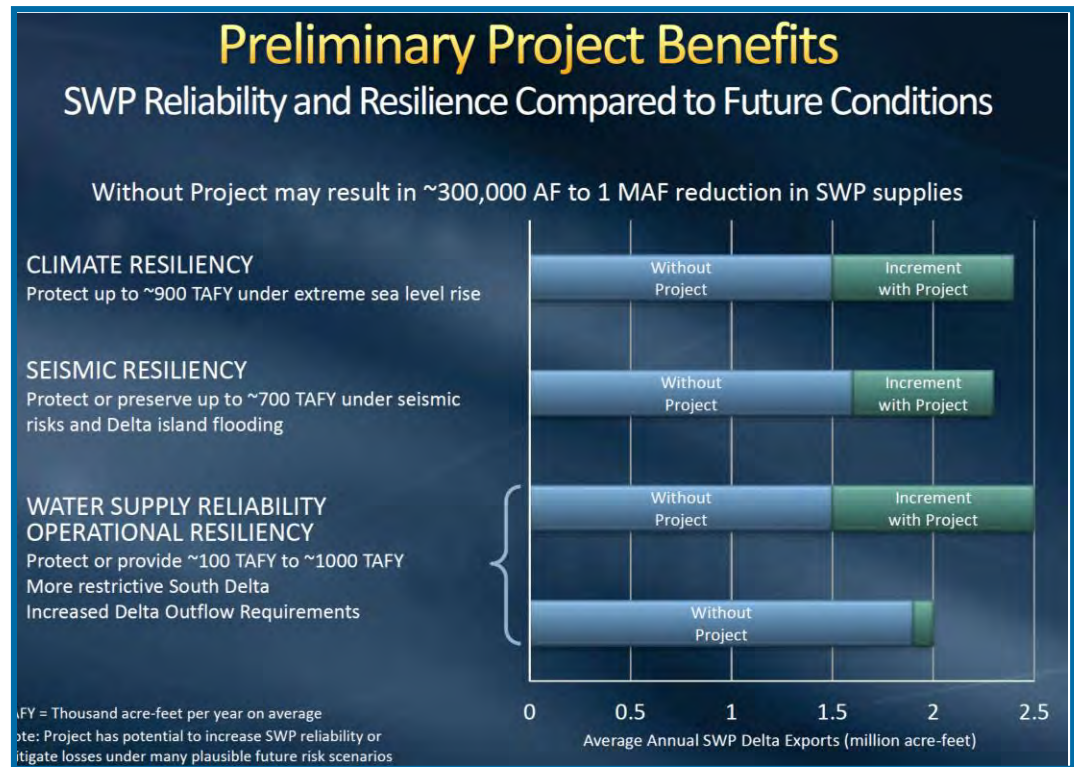


- Imperial Irrigation District Water Transfer
- Canal Lining Transfer
- Potable Reuse
- Seawater Desalination
- Metropolitan Water District of Southern California
- Recycled Water
- Local Surface Water
- Groundwater
- San Luis Rey Water Transfer



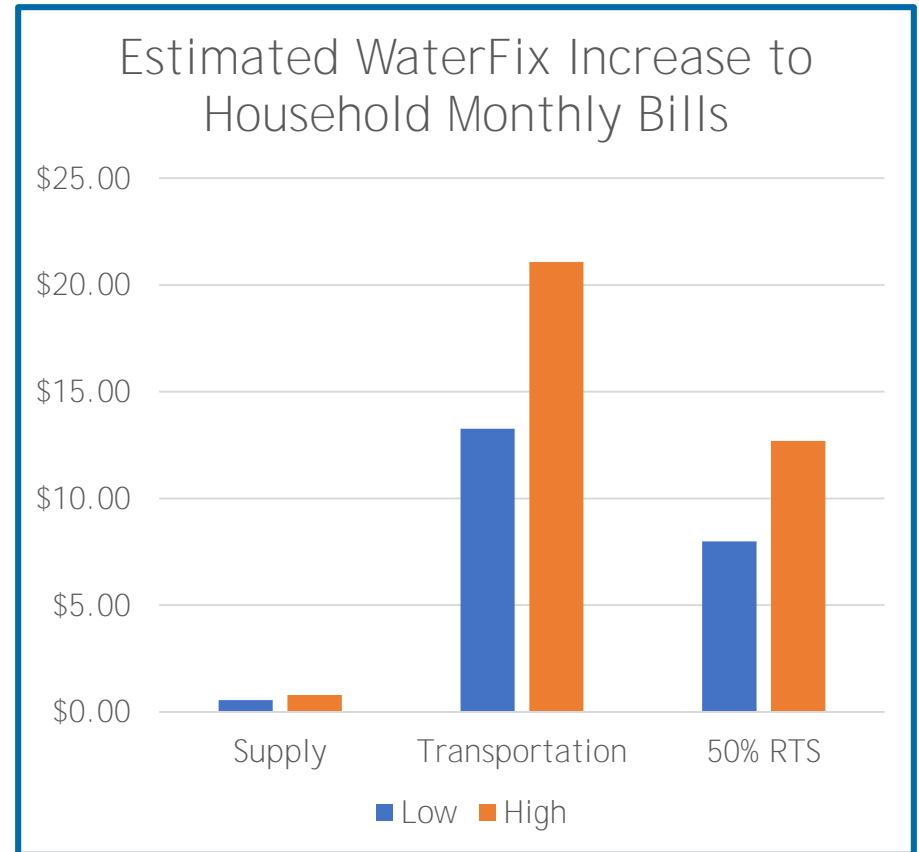
# Bay-Delta Fix

- Concept since the 1960s
- **Most recent: Newsom's single-tunnel proposal**
- Estimated supply benefit: 100,000 to 1,000,000 AF
- EIR underway
  - Draft: 2022
  - Final: 2023



# Tunnel Cost Allocation

- Water Authority supports project contingent on fair cost allocation
- How MWD recovers costs can uniquely impact Water Authority
- MWD supported funding 47.2% of planning costs



# Questions

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# Memo

Date: August 18, 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 USE EVALUATION  
SERVICES AND CONSERVATION-RELATED OUTREACH**

---

## **Purpose**

The purpose of this agenda item is to provide the board an informational report on OMWD's water use evaluation services and conservation-related outreach. These items were requested by two board members at the July 14, 2021 board meeting.

## **Recommendation**

This is an informational item; no action is required.

## **Alternative(s)**

Not applicable; informational item only.



### **Background**

At the July 14, 2021 board meeting, President Watt and Director Meyers requested staff to present to the board an informational report on water use evaluations and conservation-related outreach at a future board meeting.

### **Fiscal Impact**

Not applicable; there are no costs associated with receipt of this informational item. Costs for actions described in this informational report were accounted for in the Customer Services Department's operating budget.

### **Discussion**

Staff will review the attached presentation with the board at the August 18 meeting. Steve Sherman of California Landscape Technologies will join staff for the first portion of the presentation. The second portion of the presentation was previously presented to the Ad Hoc Outreach Committee in August 2020, consisting at that time of Directors Watt and Sprague, and describes considerations related to OMWD outreach efforts.

*Attachment: PowerPoint presentation*

# WATER USE EVALUATION SERVICES AND CONSERVATION-RELATED OUTREACH

August 18, 2021



# Water Use Evaluations

# Background

- Steve Sherman has been our service provider since 2009. With the exception of during the pandemic, he has averaged over 200 evaluations per year.
- This service is provided to OMWD customers at no charge. The cost to OMWD is \$75 per residential evaluation (cost of service is \$150, and SDCWA reimburses OMWD 50%).

# Description of Service

- Locate shutoff valves
- Measure water pressure
- Evaluate irrigation system
- Evaluate controller schedule
- Provide sample irrigation schedules



Explain how to determine if there is a leak on the property using the “leak detector” on the meter\*



\*This is not a specific leak detection service

# Common Issues

- Irrigation schedules
- Leaks
- Over-spray
- High pressure
- Head drainage
- Clogged nozzles
- Inefficient irrigation equipment
- Low sprinkler heads





# Common Recommendations

- Adjust irrigation schedule
- Repair leaks
- Match heads
- Install high-efficiency nozzles
- Install/convert to drip
- Install pressure regulator
- Adjust radius throw
- Raise heads



# Customer Questions





# Questions?

# Conservation- Related Outreach



# Background

- At its November 7, 2018 meeting, the board directed the General Manager to review OMWD's outreach procedures.
- Outreach consultant was hired and reviewed program. Presented plan to Outreach Committee on May 21, 2019.
- Outreach action plan presented to full board on August 21, 2019 where it was approved.
- Outreach action plan update was presented to Outreach Committee on August 17, 2020.

# Outreach Action Plan Update





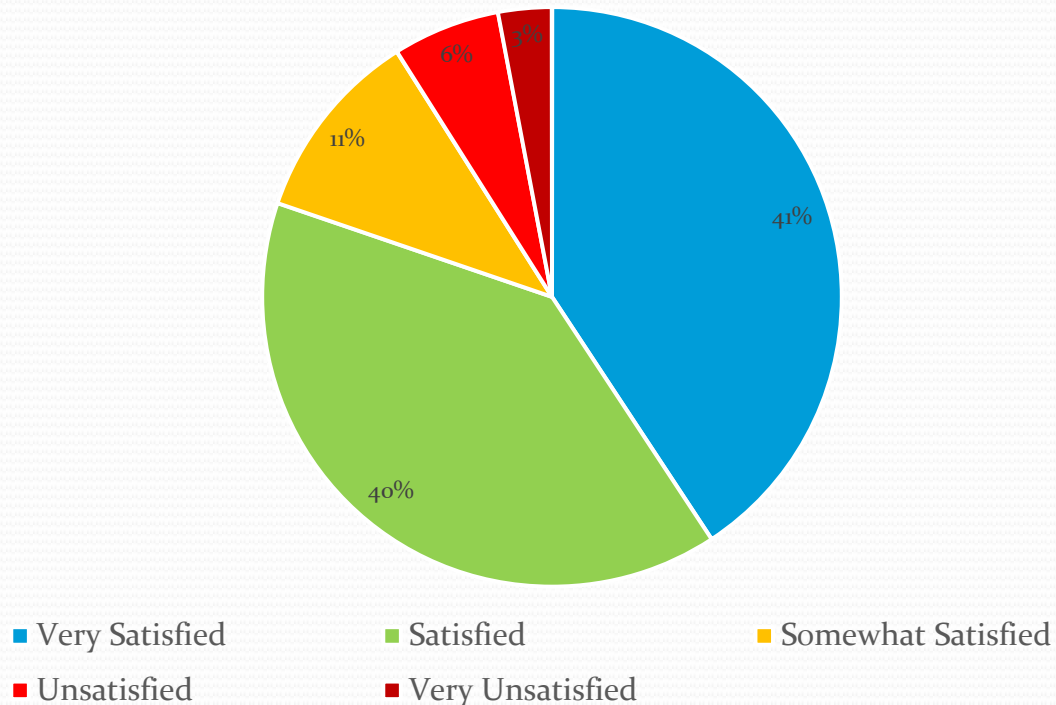
# Benchmarking

# Web-based survey

- 10-question web-based survey
- Conducted from January 1 through to April 30, 2020
- Advertised through bill insert, web pop-up, lobby display, and in the newsletter
- 203 responses were received

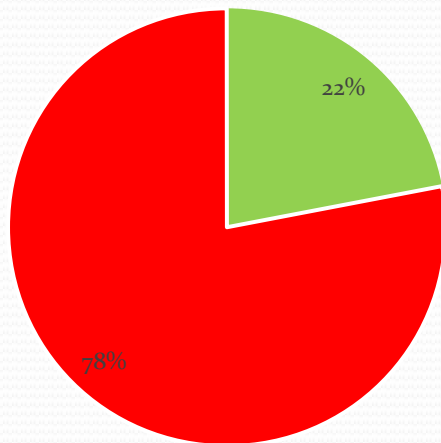
# A majority were satisfied or very satisfied

Overall, how would you rate your satisfaction with the service(s) you receive from OMWD?



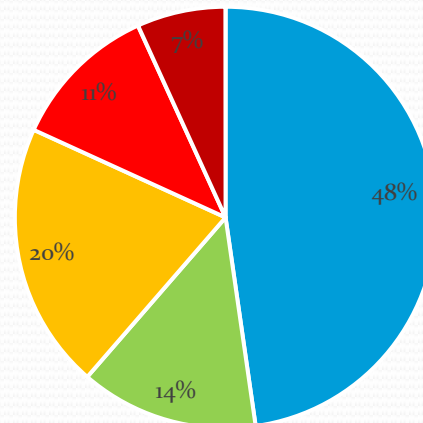
# Of those who contacted our office, a majority were satisfied or very satisfied

Have you contacted our office with a question or concern within the last year?



■ Yes ■ No

If you answered yes to the previous question, how satisfied were you with how your question or concern was handled?



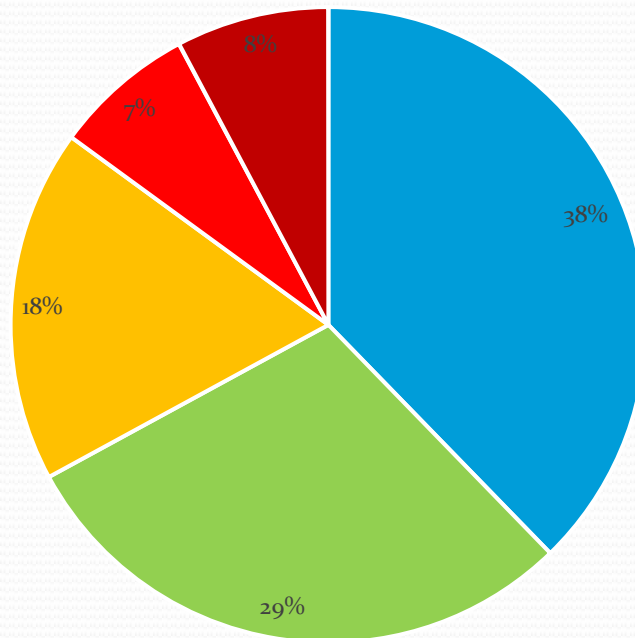
■ Very Satisfied  
■ Somewhat Satisfied  
■ Very Unsatisfied

■ Satisfied  
■ Unsatisfied

Out of the 45 customers that contacted us with a concern, 8 were not at least somewhat satisfied

# A majority agree or strongly agree that water is a good value compared to other utilities.

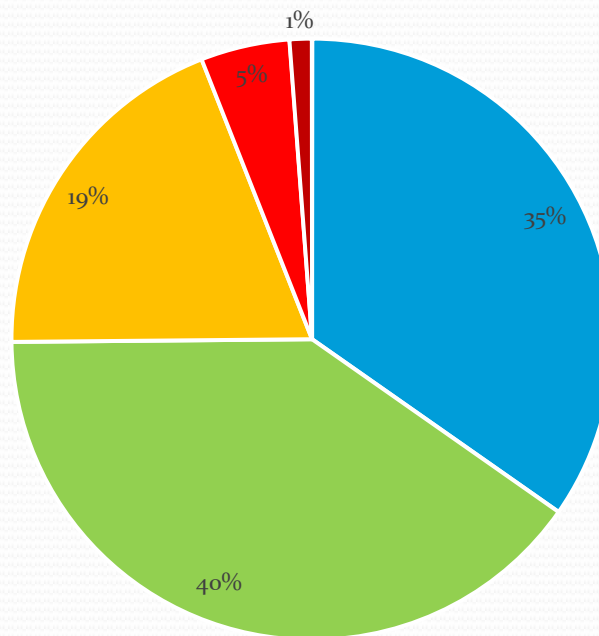
OMWD's water costs less than a penny per gallon. Do you believe this is a good value compared to other utility costs, such as power, gas, cable, and internet?



■ Strongly Agree ■ Agree ■ Somewhat Agree ■ Disagree ■ Strongly Disagree

# A majority were satisfied or very satisfied with OMWD's communication efforts

How satisfied are you with OMWD's communication efforts regarding important information and upcoming events?

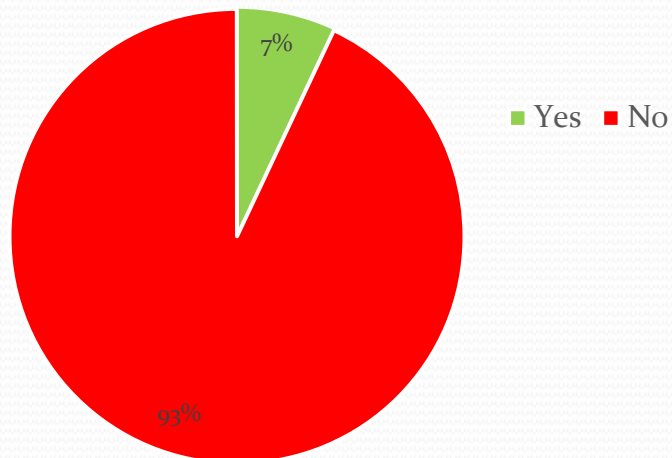


■ Very Satisfied   ■ Satisfied   ■ Somewhat Satisfied   ■ Unsatisfied   ■ Very Unsatisfied

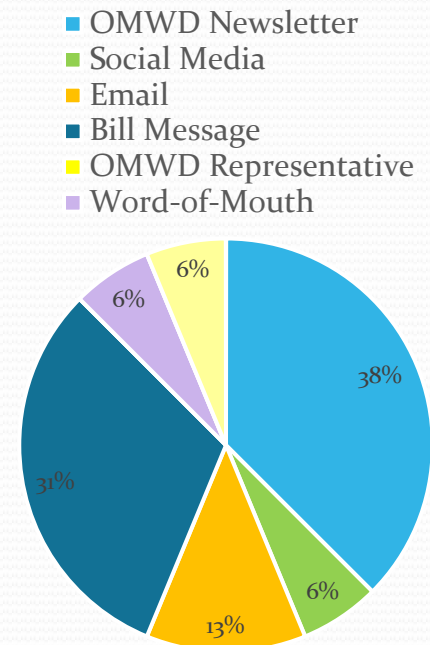


# OMWD's newsletter, bill messages, and emails were most effective for promoting events and services.

Have you taken advantage of one or more of OMWD's free events or services (workshops, tours, water use evaluations, etc.) in the last year?

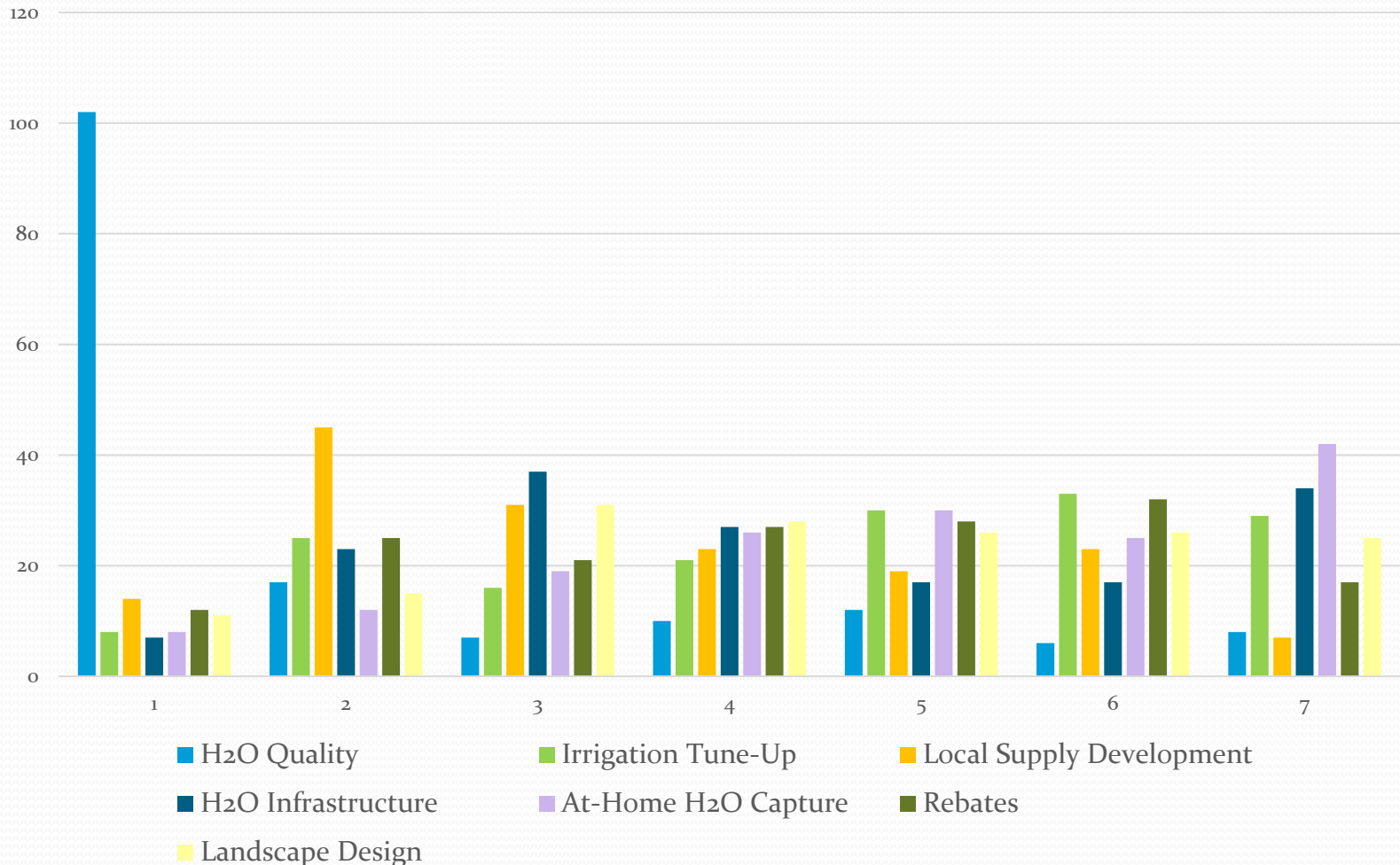


If you answered yes to the previous question, how did you hear about the event or service?



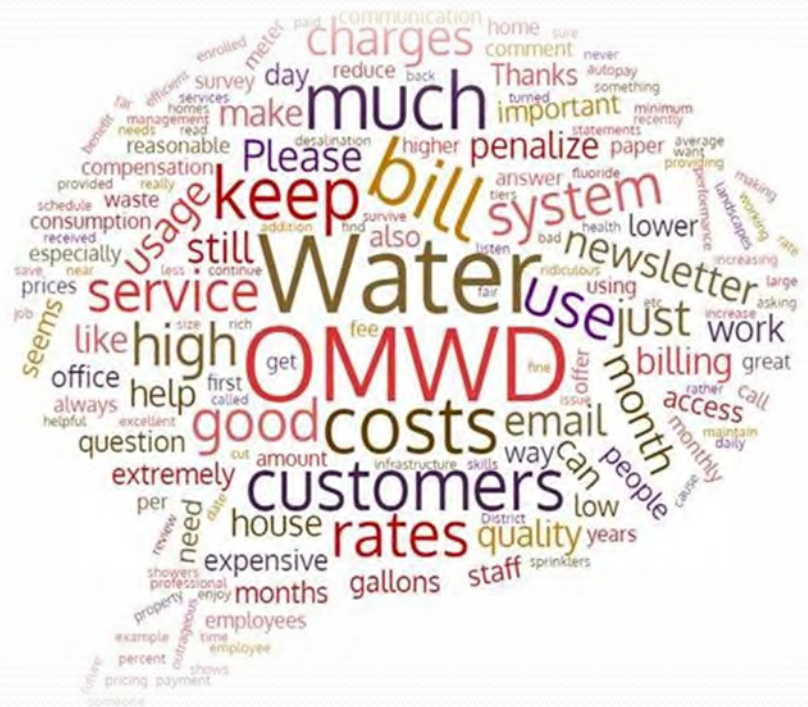
# Most interested in water quality

From 1-7 (1 being most interested), rank your level of interest in the following water-related topics



Final question: Do you have any additional comments or feedback you would like to share with us?

- Received 66 responses
- Anyone who requested follow up was contacted



# Feedback themes and how they were addressed

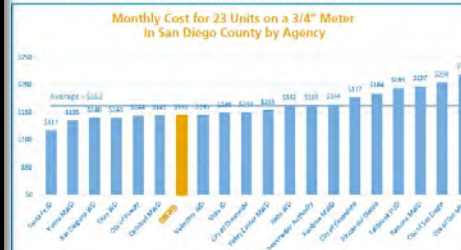
- **Rates**—Included articles about the affordability of OMWD's rates in *Watching Water*. Outreach focused on what goes into maintaining a water system.

**Approximately 69 percent of the average customer's water bill this month goes to SDCWA and MWD for OMWD's cost of water.**

**Free water use evaluations can help lower monthly bills. Visit [www.olivenhain.com/evaluation](http://www.olivenhain.com/evaluation) for details.**

**View the August issue of our *Watching Water* newsletter for current events affecting your water district services and the top five things to do if you receive a bill that is higher than you expected.**

## OMWD Water Rates Remain in Lower Half Among San Diego Agencies



## OMWD Board Votes to Not Increase Sewer Rates through Fiscal Year 2021



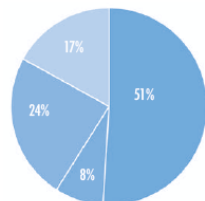
OMWD's Board of Directors is concerned about the fir to COVID-19 and elected at its May 20 meeting not to sewer rate increase. A three percent increase in sewer service fee adopted at the June 15, 2016 board meeting after a Staff will reprioritize capital needs and delay noncrit Fiscal Year 2021. While operating costs and capital i continue to grow each year, OMWD's board remains dedicated to minin costs needed to sustain operations and maintain OMWD's position to n continues our commitment to long-term financial stability and excelle replacement of aging infrastructure and maintenance of capital faci State of California's evolving regulations.

Sewer service charges will continue to be billed on the County Property property tax bills.

About half of an OMWD customer's water bill goes to wholesalers, SDCWA and Metropolitan Water District of Southern California, for untreated water costs. The remaining funds are used for treatment, operations, and maintenance costs; debt service payments; and paying for OMWD's capital infrastructure needs, including replacement of aging water infrastructure.

### How Customer Payments Are Used

**Purchase Water Cost – 51%**  
**Debt Service Obligation – 8%**  
**District's Operation and Maintenance – 24%**  
**Water Infrastructure Improvements and Replacements – 17%**



### What does OMWD do to mitigate cost increases?

OMWD actively pursues funding opportunities, such as state and federal grants, to help achieve long-term goals. OMWD secured over \$1.25 million dollars in grant funding in 2019, and continues to pursue future grant funding. It also partners with other agencies, nonprofit organizations, and private entities to reduce operational costs.



Olivenhain Municipal Water District

June 29 at 5:00 PM · 📍

**#WhatIsThatThing?** Inside this tan enclosure is a 2-inch Air Relief Valve that is installed on a distribution water main. The purpose of this valve is to release air pockets that collect at each high point of a fully pressured pipeline. Water infrastructure is all around you!





# Feedback themes and how they were addressed

- **Customer Service**—Reviewed the feedback with customer service representatives. Suggested they offer information preemptively for common confusion points like requesting hard copies of bills and OMWD's billing practices.

## We're Here For You

Safe and reliable water service is essential to the quality of life we enjoy. To maximize the affordability of water service, OMWD offers the lowest rate possible to all of our residential customers for the first six units of water used. Additionally, our rates remain in the lower half of all San Diego County water districts.



During the COVID-19 pandemic, we understand that many are facing unexpected financial strain. OMWD has temporarily suspended water service interruptions for non-payment during the current state of emergency. However, per the California Constitution, Article XVI § 6, a water provider is not able to ultimately forgive or reduce bills, and all unpaid bills will be collected once the emergency has subsided. We've been working on payment plans or deferrals to help in affording water service and reducing any accumulated past due amounts. If you are having difficulty paying your bill, please contact our office so we can help you set up a payment arrangement by calling 760-753-6466.

# Feedback themes and how they were addressed

- **Local Water Supply**—Created additional social media to explain current water supply conditions throughout the state and OMWD's access to local supply projects like Carlsbad desal plant. Targeting water supply updates on social media at least monthly.



Olivenhain Municipal Water District

April 15 · 🌐

The Sierra Nevada snowpack is better off than last month due to recent storms, but is well below normal for this time of year. In its fourth manual survey of 2020 at Phillips Station, California Department of Water Resources recorded 43.5 inches of snow depth and a snow water equivalent of 16.5 inches, which is 66% of the April average for this location. OMWD relies on Sierra Nevada snowmelt and the Colorado River for its potable water supply. This report serves as a good rem... [See More](#)



Olivenhain Municipal Water District

March 10 · 🌐

San Diego has received 7.6 inches of precipitation so far this water year, 97 percent of normal to date. If you'd like to measure rainfall at your home, stop by our lobby next time you are in the neighborhood, and pick up a free rain gauge!





# Feedback themes and how they were addressed

- **Legislation**—Including an article in the October Watching Water to update on state water conservation legislation. Goal is to inform of new developments and clear up lingering confusion about GPCD requirements.



# Feedback themes and how they were addressed

- **Labor Costs**—To address the notions of too many/overpaid employees, creating a monthly employee/departments spotlight on social media. This will share friendly faces with the public and speak to the value of skilled employees for maintaining reliable and quality service.



Olivenhain Municipal Water District

June 17 at 7:11 AM · 🌐

Congratulations to our very own Water Utility Hero, Gary Briant!



WATERNEWSNETWORK.COM

Water Utility Hero of the Week: Gary Briant, Olivenhain Municipal Water District | Water News Network - Our...

In addition, CWEA recognized OMWD Pump/Motor Technician **Dominic "Bruno" Brunozzi** as its **Mechanical Technician of the Year** for the third time in five years. Dedicated to his duties as a technician, Brunozzi also trains operators on the safe use of heavy equipment.



## COVID-19 and the Safety of Your Water



Our daily routines have changed due to COVID-19, but OMWD's great water quality and service has not. As a public agency, OMWD has been responding to the COVID-19 crisis by keeping your water safe, canceling

# Interdepartmental Outreach Team

# Outreach Team

- Three prorated Grade 5 staff (30% of job description), prorated supervisor (25%), and management.
- Assistance from other departments based on project type
- “Tweet of the Week” program
  - Engage all staff for outreach topics
- Staff Leadership Meeting – standing outreach agenda item

# Outreach Training



# Outreach Training

- September 9, 2019 – SDCWA's Water News Network training\*
- October 30, 2019– California Special Districts Association's Essential Communications workshop
- January 27, 2020 – SDCWA's media training\*

- \*OMWD requested these training workshops



# Key Messages

# Water Quality

## Annual Water Quality Report Now Available



OMWD's 2020 Consumer Confidence Report is available online at [www.olivenhain.com/CCR](http://www.olivenhain.com/CCR). This annual water quality report explains how drinking water provided by OMWD meets or exceeds all state and federal water quality standards for your drinking water. It includes results of water quality tests, tips on how to interpret the data, and an explanation of where your water comes from. OMWD is proud to share this report with customers each year.

Please call 760-753-6466 to obtain a printed copy.



## Your Water is Safe



The safety of OMWD customers and their water supply has always been a top priority. You can have confidence that COVID-19 (coronavirus) has no impact on the quality or supply of your tap water. OMWD continues to monitor the situation closely.

Visit [www.olivenhain.com/covid19information](http://www.olivenhain.com/covid19information) for more information about coronavirus and the safety of your water supply.

While our lobby is closed for safety purposes, a payment drop box is stationed in our parking lot. Additionally, customers can check their account balances and pay bills at [www.olivenhain.com/ebill](http://www.olivenhain.com/ebill).

# District of Distinction

## Bringing Home the Awards



California Water Environment Section recently honored OMWD the use of recycled water Engagement & Outreach Project award. OMWD is dedicated to legislators, and state agencies investing in recycled water a sustainable water source.



## OMWD's Budget Receives National Recognition

The Government Finance Officers Association honored OMWD with its Distinguished Budget Presentation Award for our 2018-2019 budget. This marks the **eighteenth consecutive year** OMWD has achieved this award.

## OMWD's Recycled Water Pipelines Named "Project of the Year"

American Public Works Association's San Diego and Imperial Counties Chapter recognized OMWD's Avenida La Posta Recycled Water Project as a 2019 "Project of the Year." The award celebrated OMWD's engineering and project management efforts. The project consisted of the installation of over 600 feet of recycled water pipeline in a high-traffic area among critical electrical, gas, and fuel infrastructure.

OMWD collaborated with Diegueño Middle School,





# Sustainability

## Partnership Increases Local Sustainability



OMWD and Leucadia Wastewater District reduce potable water use and save ratepayer equipment that allows LWD to fill specialized recycled water to flush sewer lines.

Regular flushing is important for sewer lines. Involves filling a specialized sewer-cleaner truck, with water and jetting the water into pipes extends their useful life by removing roots, which can cause clogs and sewage flushed, technicians can inspect and assess schedule necessary repairs.



**Olivenhain Municipal Water District**

March 27 • 6

By exploring desalination and expanding recycled water use, we increase sustainability and reduce our reliance on water from far off places like Northern California and the Colorado River. We do that so you have access to high-quality water 365 days per year. Watch our video to learn more: <https://youtu.be/In9nFYMiZSI>



***Reduces Reliance on  
Water From Far Off Places***

## Investing in Sustainability



Since 2010, OMWD has partnered with 3 Phases Renewables to power our facilities with 100 percent renewable power. This partnership has significantly reduced carbon emissions, and has also saved OMWD ratepayers hundreds of thousands of dollars.

A recent contract extension with 3 Phases Renewables ensures that 100 percent renewable power is used at over 95.5 percent of OMWD's facilities until 2022. The remaining 4.5 percent of OMWD's facilities are eligible to be converted to renewable energy through this contract extension.

# Transparency

## Annual Water Quality Report Now Available



OMWD's 2020 Consumer Confidence Report is available online at [www.olivenhain.com/CCR](http://www.olivenhain.com/CCR). This annual water quality report explains how drinking water provided by OMWD meets or exceeds all state and federal water quality standards for your drinking water. It includes results of water quality tests, tips on how to interpret the data, and an explanation of where your water comes from. OMWD is proud to share this report with customers each year.

Please call 760-753-6466 to obtain a printed copy.



## OMWD Recognized for Fiscal Responsibility

For the nineteenth consecutive year, OMWD is honored to receive the Distinguished Budget Presentation Award by the Government Officers Association of the United States and Canada. This award recognizes OMWD's 2019-2020 fiscal year budget and demonstrates OMWD's continuing commitment to the values of fiscal responsibility, efficient business practices, accountability, and dedication to transparency.

# Content Calendar



<b>January</b> New Year's Day/resolutions Martin Luther King Jr. Day Board organization/Annual objectives Blood donor month/blood drive Rain forecasted/turn off irrigation/rain barrels Water supply Awards	<b>February</b> President's Day Poster and Video Contests/Landscape Contest Spring Landscape Workshop Rain forecasted/turn off irrigation/rain barrels Water supply Rates Water use evaluation Awards	<b>March</b> World Water Day Time change Rebates April tour Water supply Fix a Leak Week Awards Take a Walk in the Park Day
<b>April</b> California Native Plant Week Last call for contests Earth Day Water Supply Water use evaluation Awards Grilled Cheese Day	<b>May</b> Memorial Day Water Awareness Month Drinking Water Week National Public Works Week High bill Poster contest winners Awards	<b>June</b> First day of summer July tour Rebates Landscape contest winner Pollinator Week Water Supply Awards World Oceans Day
<b>July</b> Independence Day Consumer Confidence Report Smart irrigation month Water use evaluation Rebates Water Supply Awards National Avocado Day	<b>August</b> Back to school Landscape workshop Water use evaluation High bill Water Supply Awards Int'l Beer Day	<b>September</b> Labor Day Emergency preparedness month First day of fall October tour Pollution prevention week Water Supply Awards
<b>October</b> Imagine a Day Without Water Halloween National Fire Prevention Month Fall workshop Water Professionals Week Water Supply Awards Int'l Coffee Day	<b>November</b> Veteran's Day Thanksgiving Rebates (Black Friday) Time change FOG Water Supply Awards	<b>December</b> Holiday closures Calendars available First day of winter Rain forecasted/turn off irrigation/rain barrels January tour Water supply Rebates

# Content Calendar

## Pollution Prevention Week: September 16-22

You can help prevent water pollution by making these five simple lifestyle changes.

### Take your car to the carwash.

Washing your car at home results in contaminated water flowing untreated into a nearby storm drain or waterway. Carwashes capture the polluted water to be recycled or sent to a wastewater treatment plant.



### Stop over-irrigation.

Runoff from over-irrigation and misaligned sprinklers carries chemicals such as pesticides and fertilizers into storm drains. Reducing irrigation run times and properly aligning sprinkler heads also makes your landscape more water-efficient!

### Clean up after your pet.

Not only does pet waste carry harmful bacteria and parasites, it reduces water quality by lowering oxygen levels and releasing nutrients that can lead to algal blooms.



## Olivenhain Municipal Water District

March 6 · 📅

Our clocks will spring forward on Sunday. This is a great time to revisit your irrigation schedule and make sure your irrigation controller is equipped with a charged backup battery. Without a backup battery, irrigation controllers often revert to default settings after power outages—resulting in an unexpected increase in your water bill.



## Olivenhain Municipal Water District

March 16 · 📅

Fix-a-Leak-Week is March 16-22. A drip here and a drop there might not seem like much, but even the smallest leaks add up over time. This Fix-a-Leak Week, remember to repair leaks quickly to reduce water loss and avoid unnecessary spikes in your water bill.



# Community Presentations

# Community Presentations & Speaking Opportunities

- Tours (9/12/2019, 10/11/19, 10/17/19)
- ECR Pipeline Replacement Project community meeting (9/17/19)
- Encinitas Oktoberfest (9/29/19)
- Watersmart Landscape Design Workshop (10/3/19)
- 4S Ranch Summer Movies in the Park event (10/4/19)
- Composting workshop (10/8/19)
- Graywater workshop (10/22/19)
- Manchester Recycled Water Community Meeting (1/7/2020)
- Condition Assessment (1/11/2020)
- Manchester Pipeline Replacement Project Community Virtual Meeting (6/11/2020)
- *San Dieguito Groundwater Study Community Virtual Meeting (4/27/21) (Occurred after the Ad Hoc Outreach Committee meeting)*
  - Note: Several events were canceled/postponed due to COVID-19



# District Events





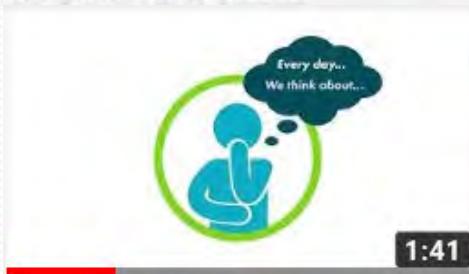





# District Events

- Cancelled: March 22, 2020 “World Water Day Fair” event inviting neighboring agencies including Leucadia Wastewater, Encina Wastewater, San Dieguito Water District, San Elijo JPA
  - Try again 2021
- Cancelled: Joint event “Fire and Water Festival” at Four Gee Fire Station
  - Pursuing virtual workshop with fire department on hardening your home and landscaping

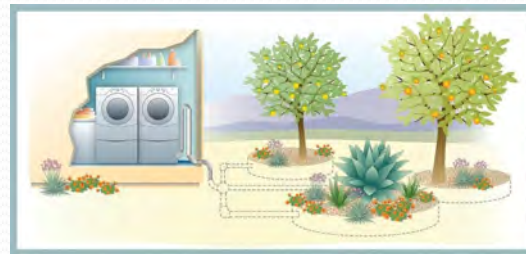
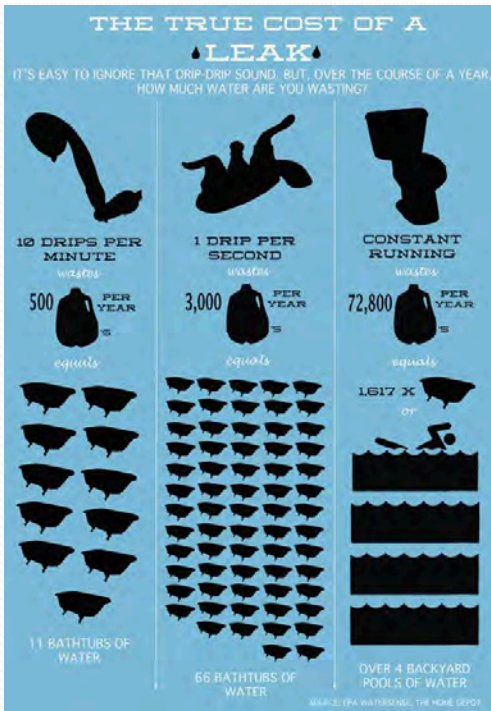
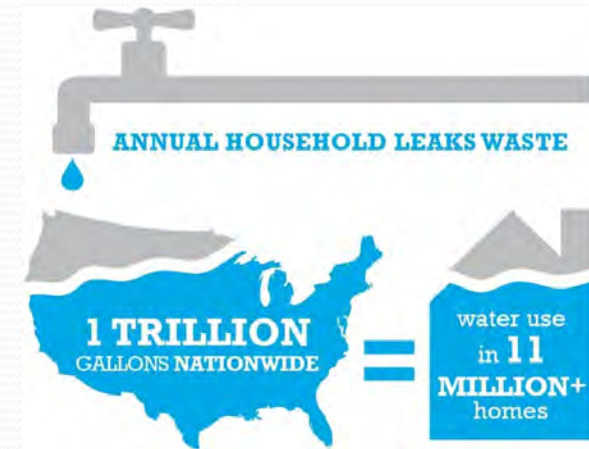
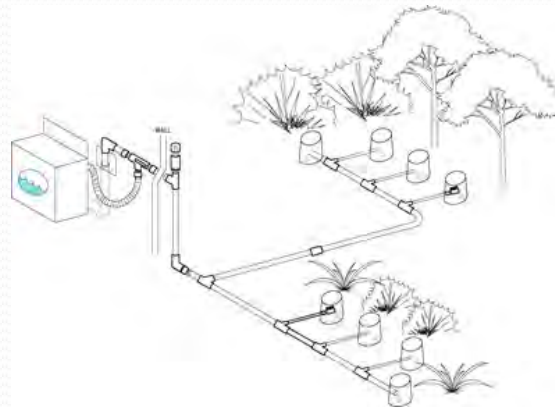
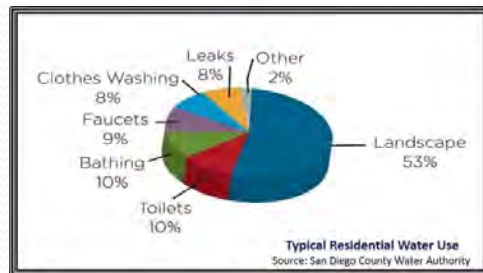
# Videos and Infographics

# Videos

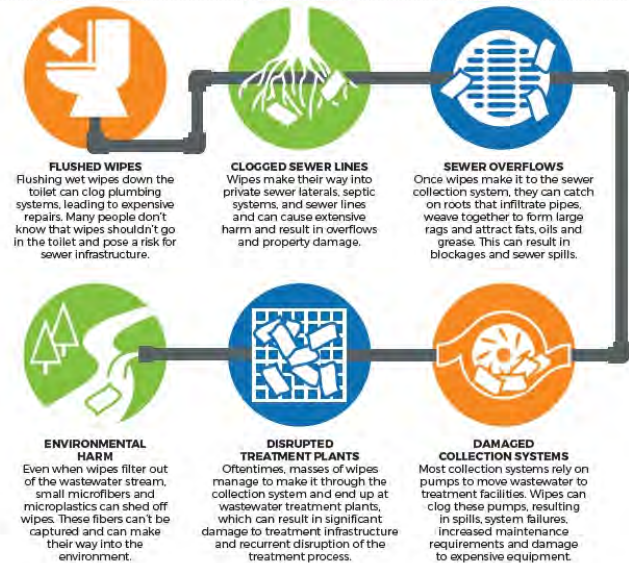
 <p>MANCHESTER AVENUE POTABLE WATER PIPELINE PROJECT</p> <p>Virtual Neighborhood Meeting Thursday, June 10, 2020</p> <p>23:02</p>	 <p>Adam Calm Olmstead Municipal Water District Systems Operator II</p> <p>1:34</p>	 <p>1:56</p>	 <p><b>"Is My Water Safe From COVID 19?"</b></p> <p>Please watch and share.</p> <p>2:47</p>
<p>OMWD Neighborhood Meeting - Manchester</p>	<p>Recycled Water Now Available For Sewer</p>	<p>Pipeline Condition Assessment</p>	<p>Coronavirus and the Safety of Your Water</p>
 <p>Every day... We think about...</p> <p>1:41</p>	 <p>0:33</p>	 <p>0:33</p>	 <p>0:33</p>
<p>Overview of OMWD Services</p>	<p>Wipes Clog Pipes</p>	<p>No Grease Down the Drain</p>	<p>No Drugs Down the Drain</p>



# Infographics



## How Much Water is Required to Make Everyday Items?



# Construction Projects



# Large Capital Projects

- [www.olivenhain.com/projects](http://www.olivenhain.com/projects) web page to list upcoming/current large capital projects and provide project updates
- Construction-related tagline for project signage
- Fact sheets for large projects



# Multicultural Outreach

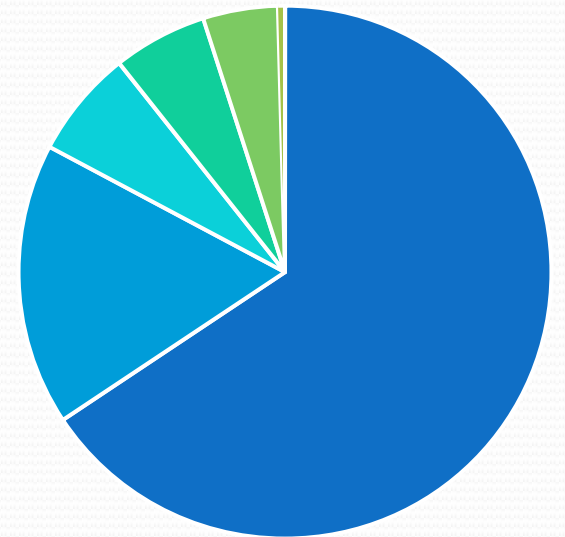
# Determination of Need

- Reviewed data from the US Census Bureau regarding languages spoken at home
- Considered feedback from survey
- Polled best practices from other water agencies
- Examined current practices
- Staff has determined that there is not a need for additional multicultural outreach at this time

# Languages Spoken At Home

- US Census Bureau data

Language	Percentage
English Speaking Only	79.3%
Speak a Language Other Than English	20.7%
Spanish	7.9%
Other Indo-European	6.9%
Asian & Pacific Island	5.5%
Other	0.5%

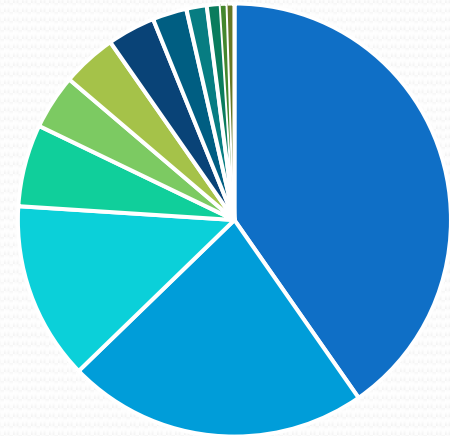


- English Speaking Only
- Speak a Language Other Than English
- Spanish
- Other Indo-European
- Asian & Pacific Island
- Other

# Non-English Languages Spoken At Home

- US Census Bureau data

Language	Percentage
Spanish	7.9%
Other Indo-European	4.4%
Chinese (Mandarin, Cantonese, etc.)	2.6%
Other Asian languages	1.2%
German, etc.	0.8%
Russian, Polish, Slavic, etc.	0.8%
Korean	0.7%
French	0.5%
Arabic	0.3%
Tagalog, Filipino, etc.	0.2%
Vietnamese	0.1%
Unspecified	0.1%



- Spanish
- Other Indo-European
- Chinese (Mandarin, Cantonese, etc.)
- Other Asian languages
- German, etc.
- Russian, Polish, Slavic, etc.
- Korean
- French
- Arabic
- Tagalog, Filipino, etc.
- Vietnamese
- Unspecified



# Multilingual Emergency Communications

- SWRCB public notifications templates en Español have been added to OMWD's outreach library for quick access in case of emergency.

## No beba el agua sin antes hervirla



- Hierva toda el agua por un (1) minuto (a punto de ebullición).
- Deje enfriar el agua antes de beberla.
- Hasta nuevo aviso, use agua hervida o embotellada para beber, lavarse los dientes, y para preparar comida.
- Hervir el agua mata las bacterias y otros organismos en el agua.

# Bilingual Customer Services

- Tradúzcalo o hable con alguien que lo entienda bien. Si tiene preguntas, llame al 760-753-6466



# Recent Efforts

# Virtual Tours

## Elfin Forest Recreational Reserve



## 4S Ranch Water Reclamation Facility



## David C. McCollom Water Treatment Plant





# Videos



**Solana Center**  
FOR ENVIRONMENTAL INNOVATION



# Virtual Workshops



[About](#) [Residential](#) [Business](#) [Landscape Classes](#)



# Social Media

- #whatisthatthing
- Employee spotlight



# Newsletter



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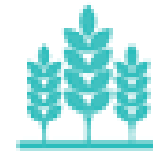
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**Water Use  
Objective**

**Indoor**

**Outdoor**

**Water Loss**

**Variance**

**Bonus**

# My Water Use Portal



# Awards

- OMWD Awards Program
- Special Districts Awards Program
- Association of California Water Agencies
- California Water Environment Association
- American Public Works Association



[HOME](#)

[AWARDS CATEGORIES](#)

[APPLY/JUDGE](#)

[HELP](#)

[WINNERS GALLERY](#)





# Questions/Feedback?

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Rainy Selamat, Finance Manager  
Via: Kimberly Thorner, General Manager  
Subject: **CONSIDER APPROVAL OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT'S CAPACITY FEES AND ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S ADMINISTRATIVE AND ETHICS CODE (Article 13 – Policy for District Facilities)**

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## Purpose

Staff is requesting the Board to consider and adopt an ordinance amending the District's water capacity fees for 2021 and updating Section 13E (San Diego County Water Capacity Fee Schedule) of the District's Administrative and Ethics Code to be in line with San Diego County Water Authority's Capacity Charge Ordinance.

## Recommendation

Staff recommends that the Board consider approval and adoption of the attached ordinance with the proposed changes as presented. The changes include a 7.2% capacity fee increase (based on the Engineering News Record Cost of Construction for Los Angeles, or ENRCCI-LA).

## **Alternatives**

The Board may choose to (1) direct Staff to 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 (2) 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 and its potential effects on developers. Delaying capacity fee increases for another year will increase the burden on existing water users for new construction. This burden rightly belongs to new construction developments.

## **Background**

Capacity Fees are assessed by the District to new users to pay for their share of costs to construct facilities required to provide water services. Revenues generated through capacity fees are used by the District to fund the District's Capital Improvement Program included in the District's Water Master Plan. Use of capacity fee revenues to pay for the District's capital projects included in the District's ten-year spending plan reduces the amount of revenues required from water rates and charges assessed to existing users.

The District's Water Master Plan was used in the 2012 Water Capacity Fee Study. The 2012 Study used a combined methodology 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 included in the District's Water Master Plan. The District's assets were also divided into five zones of benefits for consistency. With this method, capacity fees are collected to reimburse existing users for capital contributions invested to date by zone of benefits to future users. The District is currently estimated at 95% build-out and an update to the District's Water Master Plan is expected to be completed in fiscal year 2021/22.

Since the 2012 Study, the District has been using a commonly used construction cost index, 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. This practice is consistent with Article 13 of the District's Administrative and Ethics Code. The proposed 7.2% adjustment to the District's water capacity fee for 2021 is based on the change in ENRCCI-LA from June 2019 to May 2021.

The District held a Capacity Fee Public Hearing on July 14, 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. No comments, either written or verbal, were received regarding the proposed 7.2% increase to the District's capacity fees.

### **Fiscal Impact**

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. Capacity fee revenue collected in fiscal year 2019/20 and 2020/21 was \$2.176 million and \$2.5 million, respectively. Delaying the capacity fee increase for another year would result in a revenue loss between \$50,000 and \$200,000 a year for the District.

### **Discussion**

Staff will be available for discussion with the Board during the meeting.

Attachments: Ordinance  
PowerPoint Presentation

ORDINANCE NO. 4xx

AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
THE OLIVENHAIN MUNICIPAL WATER DISTRICT  
AMENDING THE DISTRICT'S ADMINISTRATIVE AND ETHICS CODE  
(Article 13 – Policy for District's Facilities)

BE IT ORDAINED by the Board of Directors of Olivenhain Municipal Water District as follows:

SECTION 1: Sections 11A and 11E of Article 13 of OMWD's Administrative and Ethics Code, Policy for District's Facilities, are hereby revised to read as shown on Exhibit A (attached).

PASSED, APPROVED AND ADOPTED at a regular meeting of Olivenhain Municipal Water District's Board of Directors held this 18<sup>th</sup> day of August 2021.

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

ATTEST:

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



<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b>  <b>ADMINISTRATIVE AND ETHICS CODE</b>	Article No. 13	Page 1 of 7
	TITLE: <b>POLICY FOR DISTRICT FACILITIES</b>	
	Latest Revision Date October 16, 2019	Ordinance No. 468

ARTICLE 13. POLICY FOR DISTRICT FACILITIES

Sec 13.11. Capacity Fee and Installation Charges.

A. OMWD Capacity Fees by Zone.

**ZONE A**

Meter Size	Equivalent EDUs	Average Volume Gallons Per Day	Base Capacity Fee
5/8"	0.7	389	\$ <del>10,145</del> <u>10,875</u>
3/4"	1.0	555	\$ <del>14,493</del> <u>15,536</u>
1"	1.9	1,055	\$ <del>27,537</del> <u>29,519</u>
1-1/2"	3.1	1,721	\$ <del>44,929</del> <u>48,163</u>
2"	5.0	2,775	\$ <del>72,468</del> <u>77,685</u>
3"	10.2	5,661	\$ <del>147,834</del> <u>158,478</u>
4"	17.1	9,491	\$ <del>247,840</del> <u>265,684</u>
6"	36.0	19,980	\$ <del>521,771</del> <u>559,338</u>
8"	65.0	36,075	\$ <del>942,088</del> <u>1,009,918</u>

Sec 13.11. Capacity Fee and Installation Charges

A. Capacity Fees by Zone. *continued*

<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b>  <b>ADMINISTRATIVE AND ETHICS CODE</b>	Article No. 13	Page 2 of 7
	TITLE: <b>POLICY FOR DISTRICT FACILITIES</b>	
	Latest Revision Date October 16, 2019	Ordinance No. 468

ARTICLE 13. POLICY FOR DISTRICT FACILITIES

**ZONE B**

Meter Size	Equivalent EDUs	Average Volume Gallons Per Day	Base Capacity Fee
5/8"	0.7	389	\$ <del>7,279</del> 7,803
3/4"	1.0	555	\$ <del>10,399</del> 11,147
1"	1.9	1,055	\$ <del>19,760</del> 21,182
1-1/2"	3.1	1,721	\$ <del>32,241</del> 34,562
2"	5.0	2,775	\$ <del>52,002</del> 55,746
3"	10.2	5,661	\$ <del>106,086</del> 113,724
4"	17.1	9,491	\$ <del>177,851</del> 190,656
6"	36.0	19,980	\$ <del>374,424</del> 401,382
8"	65.0	36,075	\$ <del>676,043</del> 724,718

Sec 13.11. Capacity Fee and Installation Charges

A. Capacity Fees by Zone. continued

<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b>	Article No. 13	Page 3 of 7
	<b>TITLE: POLICY FOR DISTRICT FACILITIES</b>	
	Latest Revision Date October 16, 2019	Ordinance No. 468

**ADMINISTRATIVE AND ETHICS CODE**

**ARTICLE 13. POLICY FOR DISTRICT FACILITIES**

**ZONE C**

Meter Size	Equivalent EDUs	Average Volume Gallons Per Day	Base Capacity Fee
5/8"	0.7	389	\$ <del>7,4147,947</del>
3/4"	1.0	555	\$ <del>10,59211,354</del>
1"	1.9	1,055	\$ <del>20,12721,576</del>
1-1/2"	3.1	1,721	\$ <del>32,83935,203</del>
2"	5.0	2,775	\$ <del>52,96856,781</del>
3"	10.2	5,661	\$ <del>108,056115,836</del>
4"	17.1	9,491	\$ <del>181,154194,197</del>
6"	36.0	19,980	\$ <del>381,377408,836</del>
8"	65.0	36,075	\$ <del>688,598738,177</del>

**Sec 13.11. Capacity Fee and Installation Charges**

**A. Capacity Fees by Zone. Continued**

<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b>  <b>ADMINISTRATIVE AND ETHICS CODE</b>	Article No. 13	Page 4 of 7
	TITLE: <b>POLICY FOR DISTRICT FACILITIES</b>	
	Latest Revision Date October 16, 2019	Ordinance No. 468

ARTICLE 13. POLICY FOR DISTRICT FACILITIES

**ZONE D**

Meter Size	Equivalent EDUs	Average Volume Gallons Per Day	Base Capacity Fee
5/8"	0.7	389	\$ <del>15,362</del> 16,468
3/4"	1.0	555	\$ <del>21,947</del> 23,527
1"	1.9	1,055	\$ <del>41,700</del> 44,702
1-1/2"	3.1	1,721	\$ <del>68,039</del> 72,937
2"	5.0	2,775	\$ <del>109,744</del> 117,642
3"	10.2	5,661	\$ <del>223,874</del> 239,989
4"	17.1	9,491	\$ <del>375,315</del> 402,337
6"	36.0	19,980	\$ <del>790,138</del> 847,027
8"	65.0	36,075	\$ <del>1,426,639</del> 1,529,357

Sec 13.11. Capacity Fee and Installation Charges

A. Capacity Fees by Zone. *Continued*

<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b>	Article No. 13	Page 5 of 7
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**ADMINISTRATIVE AND ETHICS CODE**

**ARTICLE 13. POLICY FOR DISTRICT FACILITIES**

**ZONE E**

Meter Size	Equivalent EDUs	Average Volume Gallons Per Day	Base Capacity Fee
5/8"	0.7	389	\$ <del>7,518</del> <u>8,059</u>
3/4"	1.0	555	\$ <del>10,741</del> <u>11,514</u>
1"	1.9	1,055	\$ <del>20,409</del> <u>21,878</u>
1-1/2"	3.1	1,721	\$ <del>33,300</del> <u>35,697</u>
2"	5.0	2,775	\$ <del>53,744</del> <u>57,578</u>
3"	10.2	5,661	\$ <del>109,572</del> <u>117,461</u>
4"	17.1	9,491	\$ <del>183,696</del> <u>196,922</u>
6"	36.0	19,980	\$ <del>386,729</del> <u>414,573</u>
8"	65.0	36,075	\$ <del>698,264</del> <u>748,535</u>

**NOTES:**

<sup>1</sup> Supplemental Capacity Fee Charges

Volume Charge - Base capacity fee includes a base volume usage of 555 gallons per day per EDU. If anticipated usage will exceed this base volume, the base capacity fee will increase in the ratio of anticipated volume over base volume.



<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b>	Article No. 13	Page 6 of 7
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## ADMINISTRATIVE AND ETHICS CODE

### ARTICLE 13. POLICY FOR DISTRICT FACILITIES

#### E. San Diego County Water Authority Capacity Fee Schedule.

The San Diego County Water Authority (Authority) imposes a capacity charge on meters being installed for new water service within the Authority's service area. As required by Section 5.9 of the County Water Authority Act, the District as a member agency of the Authority shall collect and remit to the Authority the capacity charges imposed by the Authority. The Ordinance of the Authority in effect at the time that a water meter is obtained from the District shall govern the amount of the charge, the persons liable therefore, and the procedures to be followed. The Authority's capacity charge shall be collected by the District at the time of application for meter(s) installation and prior to physically setting all meters. The District shall determine the size of the water meter to serve any property within its jurisdiction. The purpose of this charge is to pay for the cost of capital improvements due to increases in demand that new development will place on the Authority's distribution system. All revenue from this charge is restricted to the Authority's Capital Improvement Program (CIP). The CIP includes the construction of additional water distribution pipelines and appurtenant facilities to meet the future demand for water and to increase system reliability.

Effective upon passage of this Ordinance, the Authority's capacity charge shall be collected by the District at the time of application for meter(s) installation and prior to physically setting all meters.

Schedule of Charges. Except as hereinafter provided, there is hereby fixed and imposed a capacity charge on each person, corporation, partnership, public agency, or other entity (hereinafter referred to as "a water user"), effective January 1, 2007, obtaining a water meter from a member agency for the use of water received by the member agency from the Authority. The capacity charge for a meter size of one (1) inch, or greater than one (1) inch, shall be the basic charge of \$4,492 multiplied by one of the following factors:

<u>Meter Size</u> <u>(Inches)</u>	<u>Factor (1)</u>	<u>System</u> <u>Capacity Charge</u>	<u>Water Treatment</u> <u>Capacity Charge (2)</u>
Under 1"	1.0	\$ 4,326	\$ 166
1"	1.6	\$ 6,922	\$ 266

<b>OLIVENHAIN MUNICIPAL WATER DISTRICT</b>	Article No. 13	Page 7 of 7
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**ARTICLE 13. POLICY FOR DISTRICT FACILITIES**

<del>1.5"</del>	<del>3.0</del>	<del>\$ 12,978</del>	<del>\$ 498</del>
<del>2"</del>	<del>5.2</del>	<del>\$ 22,495</del>	<del>\$ 863</del>
<del>3"</del>	<del>9.6</del>	<del>\$ 41,530</del>	<del>\$ 1,594</del>
<del>4"</del>	<del>16.4</del>	<del>\$ 70,946</del>	<del>\$ 2,722</del>
<del>6"</del>	<del>30.0</del>	<del>\$ 129,780</del>	<del>\$ 4,980</del>
<del>8"</del>	<del>52.</del>	<del>\$ 224,952</del>	<del>\$ 8,632</del>
<del>10"</del>	<del>78.0</del>	<del>\$ 337,428</del>	<del>\$12,948</del>
<del>12"</del>	<del>132.0</del>	<del>\$ 571,032</del>	<del>\$21,912</del>

~~(1) San Diego County Water Authority Equivalent Dwelling Unit Factors.~~

~~(2) Net of OMWD Credit of \$5.00 per 3/4" meter equivalent.~~

~~The member agency shall determine the size of the water meter to serve any property within its jurisdiction.~~

# 2021 Water Capacity Fees

August 18, 2021



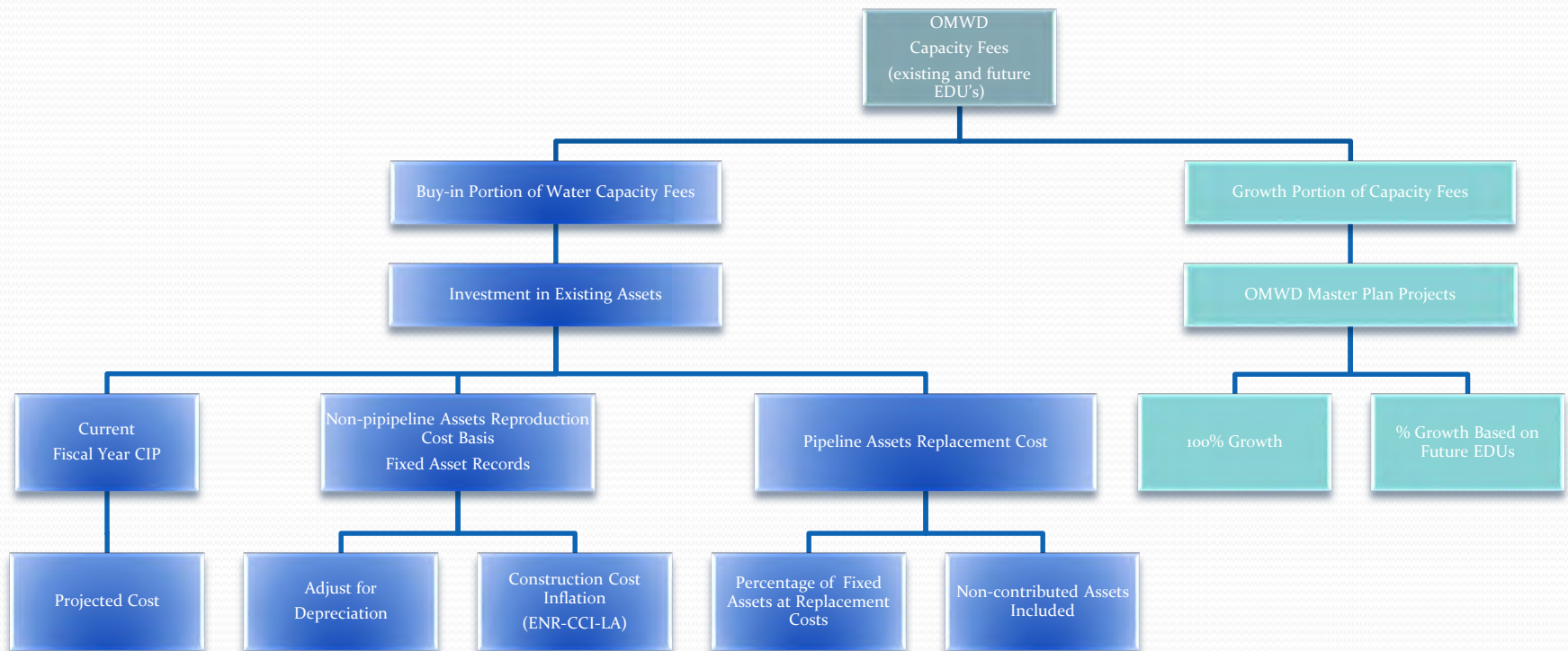
# What is OMWD Capacity Fee?

- One time charge to new development
- Combined Fee Methodology
- Based on 2012 Capacity Fee Study
- Requires new users to pay for their share of costs to construct facilities required to provide their utility service.
- Revenues collected from capacity fees will be used to:
  - Pay for facilities system expansion
  - Reimburse existing users ( through lower water rates) for costs they have incurred to build and maintain capacity for new users
  - Reduces the amount of revenue required from water rates assessed to existing users

# Combined Fee Methodology

- New Development should pay for the share of existing (buy-in) and proposed (growth) facilities needed to provide service to their projects included in the Master Plan
- Buy-In:
  - All non-contributed non-pipeline assets are valued based on reproduction cost less depreciation (RCLD)
  - All existing non-contributed pipeline assets are valued using replacement costs
- Growth:
  - Based on estimated costs of future expansion projects included in the District's Master Plan

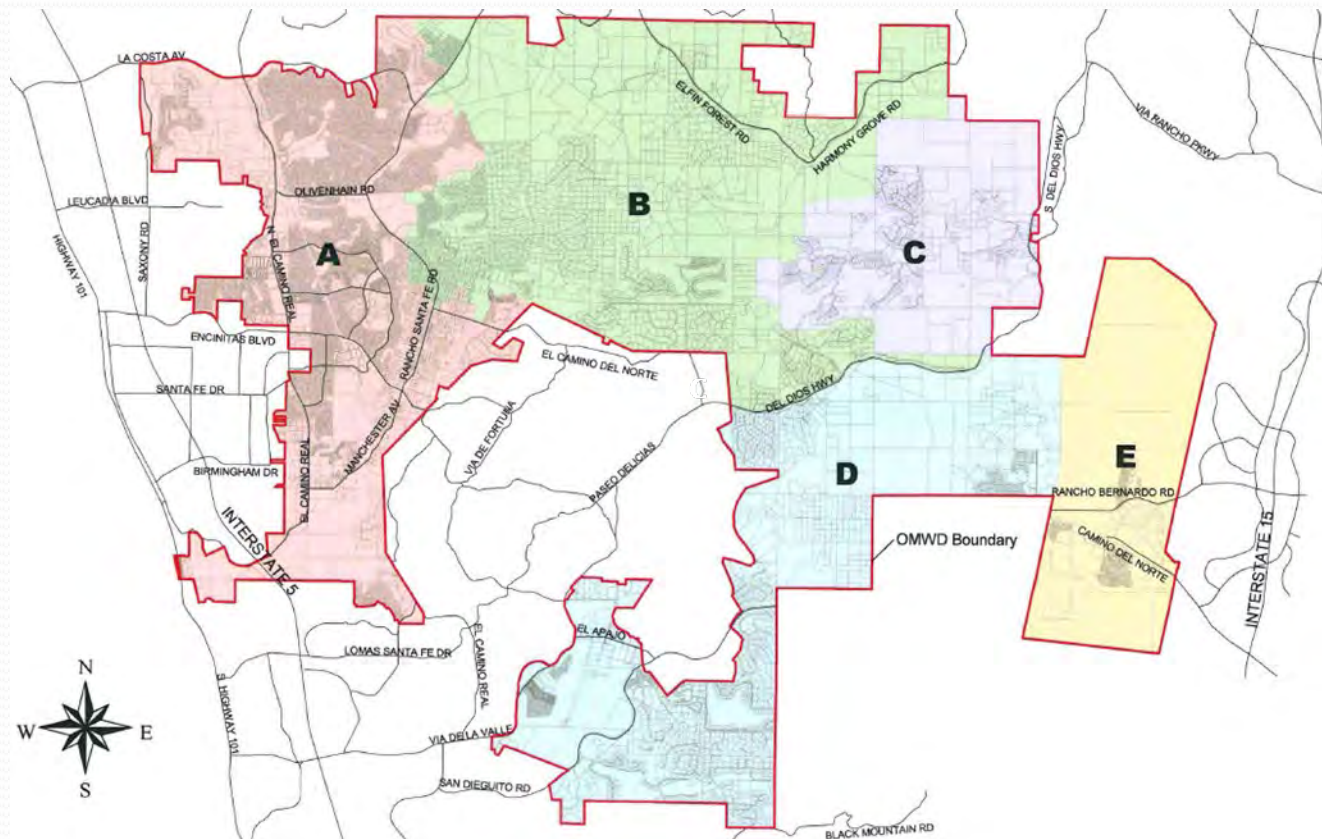
# Combined Fee Methodology



Source: 2012 Capacity Fee Study Report



# Zones of Benefit and Remaining EDUs



Zone A	Zone B	Zone C	Zone D	Zone E
550	705	491	996	20

# Process

- Based on 2012 Capacity Fee Study Report
- Adjusted annually by ENRCCI-LA since 2012 to keep up with construction cost increases
- Notice of hearing was sent to BIA
- Notice of hearing was posted on UT – 7/2 and 7/9
- No comment was received at the 7/14 hearing

# Proposed 2021 Capacity Fees

- Use the methodology included in the 2012 Capacity Fee Study Report
- Consistent with Article 13 of the District's Administrative Code (Section 10)
- Staff's proposed 7.2% adjustment is based on the change in ENRCCI-LA from June 2019 to May 2021.

# Current and Proposed 2021 Capacity Fees – ¾" meter

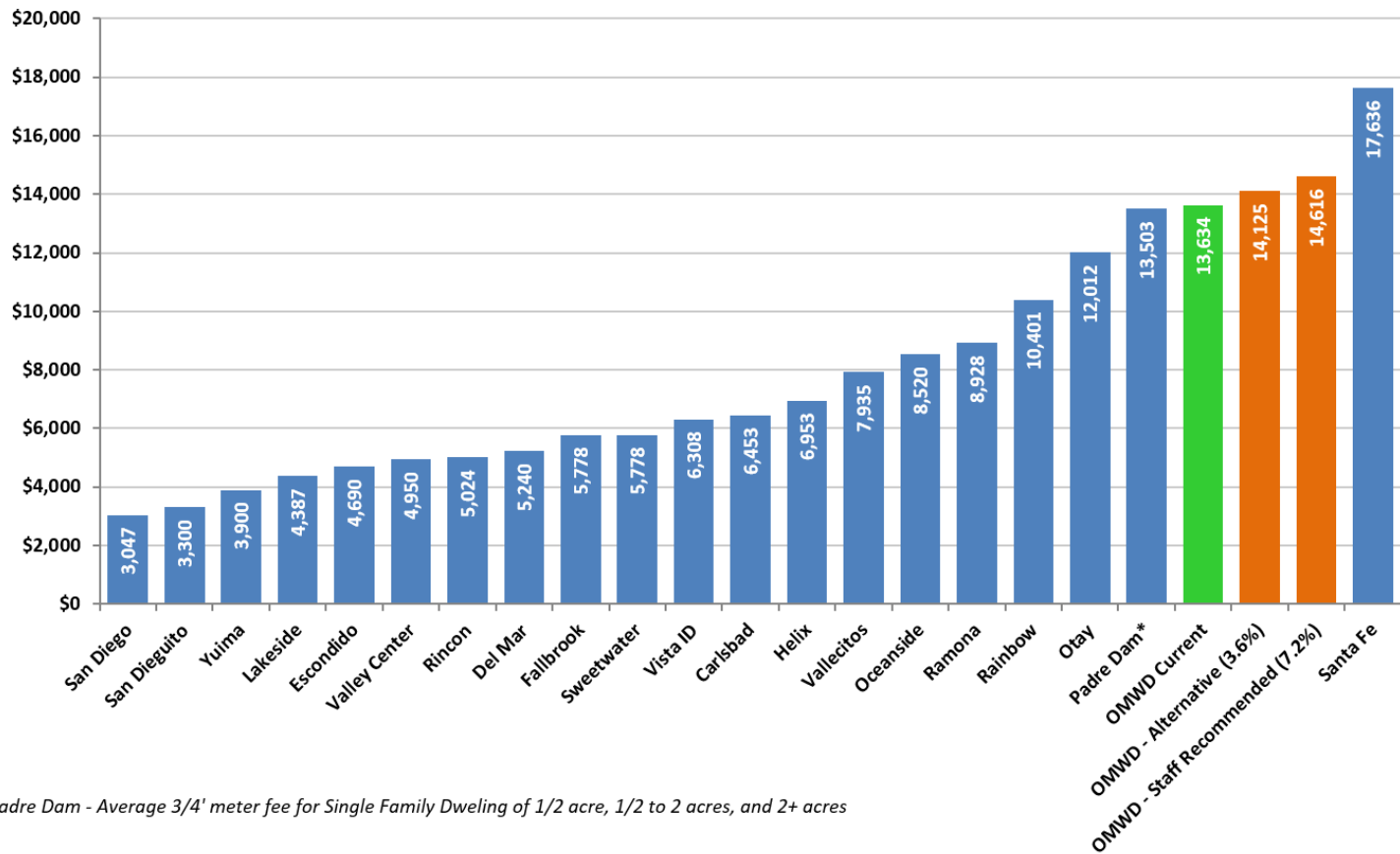
Zone	2019* Existing Fees**	2021 Proposed Fees**
Zone A	\$14,493	\$15,536
Zone B	\$10,399	\$11,148
Zone C	\$10,592	\$11,355
Zone D	\$21,947	\$23,527
Zone E	\$10,741	\$11,514

\*Note: The District did not raise capacity fees in 2020.

\*\* OMWD water capacity fees for a ¾" meter.

# SDCWA Member Agencies Capacity Fee Survey

SURVEY OF SDCWA MEMBER AGENCY WATER CAPACITY FEES  
July 2021



# Board Action Items

- No comments (written or verbal), were received regarding the proposed 7.2% at the hearing (July 14, 2021)
- The District did not raise water capacity fee. Last capacity fee increase was in June 2019
- Consider proposed changes to Article 13, Sections 11A and 11E, of the District's Administrative and Ethics Code
- Adopt the ordinance or Direct Staff to do otherwise.



# Questions?

# Memo

Date: August 18, 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 MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION FINDINGS TO ESTABLISH WATER CAPACITY FEES WITHIN ZONES OF BENEFIT IN THE DISTRICT, AND ORDER A NOTICE OF EXEMPTION BE FILED WITH THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO**

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## Purpose

The purpose of this agenda item is to ask the Board to consider adoption of a Resolution exempting the 2021 water capacity fees within zones of benefit from California Environmental Quality Act (CEQA), and to authorize a Notice of Exemption (NOE) to be signed by the District's General Manager and filed with the County Clerk of the County of San Diego. The District's proposed increase to capacity fees qualifies as exempt under CEQA guidelines.

The attached Resolution and NOE have been reviewed by the District's General Counsel, Mr. Alfred Smith.

## Recommendation

Staff is recommending that the Board consider and adopt the Resolution and file the NOE to commence the 35-day statute of limitations period for filing protests. The proposed increase to the District's capacity fees qualifies as exempt as defined by CEQA guidelines 15378(b)(4), 15061(b)(3), 15273(a)(1), 15273(a)(3), and 15273(a)(4).

## **Alternatives**

The Board may decide to (1) not declare the District's water capacity fees as exempt from CEQA, or (2) may adopt the Resolution but not file the NOE with the County Clerk's office, in which case the 180-day statute of limitations for filing protests would automatically apply.

## **Background**

To avoid large spikes in water capacity fees and the increase's effects on new customers or developers, the District plans to increase its water capacity fees within its Zones of Benefits using the Engineering News Record Cost of Construction Index for Los Angeles (ENRCCI-LA). This practice is consistent with Article 13 of the District's Administrative and Ethics Code.

The purpose of these capacity fee increases is to raise essential funds to meet anticipated capital expenses in order to maintain existing water service levels within existing service areas. The fees will not be used to expand existing levels of water service and are therefore exempt from CEQA.

## **Fiscal Impact**

There is no fiscal impact for the adoption of the Resolution other than a \$50 fee to file the NOE with the County Clerk.

## **Discussion**

The Board conducted a public hearing on water capacity fee increases on July 14, 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.

There were no oral or written comments received in regard to the proposed water capacity fee increases for 2021.

Attachments: Resolution and Notice of Exemption (Exhibit A)

RESOLUTION NO. 2021-

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
OLIVENHAIN MUNICIPAL WATER DISTRICT MAKING  
CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION  
FINDINGS FOR THE ESTABLISHMENT OF REVISED CAPACITY  
FEES WITHIN ZONES OF BENEFIT AND ORDERING A NOTICE  
OF EXEMPTION FILED WITH THE COUNTY CLERK, COUNTY  
OF SAN DIEGO

WHEREAS, the Olivenhain Municipal Water District Board of Directors has approved increased water capacity fees within the District's established Zones of Benefit effective October 18, 2021, for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas; and

WHEREAS, pursuant to the California Environmental Quality Act, State of California (CEQA) Guidelines, the Olivenhain Municipal Water District Board of Directors has caused to be prepared a Notice of Exemption according to the State of California of Public Resources Code Section 21080; and

WHEREAS, following presentation of information on capacity fees on August 18, 2021 by District staff, the Board of Directors published notice and held a public hearing in accordance with Government Code Sections 60013, 66016, and 66018 on Wednesday, July 14, 2021 to consider the District's water capacity fee adjustment for 2021; and

WHEREAS, the District's water capacity fee within Zones of Benefit are adjusted using the Engineering News Record Construction Cost Index for Los Angeles (ENRCCI-LA) for new customers and developments within the areas served by the Olivenhain Municipal Water District; and

WHEREAS, adjustments to the District's water capacity fees within Zones of Benefit based on ENRCCI-LA is consistent with Article 13 of the District's Administrative and Ethics Code; and

WHEREAS, having heard, considered, and reviewed the report and information from interested persons who expressed their views to the Board of Directors, and being fully advised regarding the consequences of establishing capacity fees within Zones of Benefit, it is in the interest of the Olivenhain Municipal Water District and the people it serves to order a Notice of Exemption filed with the County Clerk, County of San Diego.

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

SECTION 1: The Board finds and determines that all of the foregoing recitals are true and correct and supported by substantial evidence; and the Recitals are hereby incorporated herein and made an operative part of this Resolution.

SECTION 2: The Board finds and determines that the increased capacity fees effective October 18, 2021 within established Zones of Benefit are necessary to obtain funds for capital projects required to maintain existing levels of service within the District's existing service areas.

SECTION 3: In accordance with the California Environmental Quality Act Guidelines, the Board finds and determines that establishing increased capacity fees within the District's established Zones of Benefit effective October 18, 2021, is exempt from CEQA on the following grounds:

- 1) The capacity fees being modified are not a "Project" as defined by Guidelines Section 15378 (b)(4).
- 2) The Project is exempt in accordance with Guidelines Sections 15273(a)(1), 15273(a)(3), and 15273 (a)(4).
- 3) The activity will not have any significant effect on the environment and is exempt in accordance with Guidelines Section 15061(b)(3). The rates will not be used to expand capacity within existing service areas. The Board of Directors finds and determines that the rates established by this Ordinance will not authorize or approve any project and will not expand existing levels of service.

SECTION 4: The Board of Directors of the Olivenhain Municipal Water District finds and determines that establishing capacity fees and Zones of Benefit effective October 18, 2021 is exempt for the following reasons:

- 1) No Project. The Project is a continuing administrative activity of the District, which will not result in any physical change in the environment. The establishing of capacity fees and Zones of Benefit are not being considered in conjunction with the approval of any specific project under CEQA, will not authorize or approve any project, and will be used solely to maintain service within existing service areas.
- 2) Exemption. The new capacity fees are being set based upon detailed engineering and accounting evaluations of the District's capital costs necessary to maintain existing levels of service in the District's existing service areas. No project under CEQA is being approved in conjunction with the rate increase, and the funds will be used to maintain existing levels of service and not to expand the water system.
- 3) No Significant Effect. The activity will not have any significant effect of the environment. The establishing of capacity fees and Zones of Benefit have

been set to maintain existing service within the District's existing service areas. The activity is not being considered in conjunction with any specific development activity, and no project is being approved or authorized.

- 4) Justification and Reasons. The Board of Directors finds that the justifications and reasons for the proposed fees are set forth in Exhibit "A" attached hereto and incorporated herein.

SECTION 5: The Olivenhain Municipal Water District Board of Directors orders and directs that the foregoing exemptions and reasons be made a part of the Notice of Exemption and that a Notice of Exemption be filed with the County Clerk, County of San Diego forthwith.

PASSED, ADOPTED AND APPROVED at the regular meeting of the Board of Directors of the Olivenhain Municipal Water District held on August 18, 2021.

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

ATTEST:

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



**EXHIBIT A**

**NOTICE OF EXEMPTION**  
**FOR WATER CAPACITY FEES**

August 18, 2021

To:  
Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From:  
Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, CA 92024

County Clerk  
County of San Diego  
1600 Pacific Highway, Suite 260  
San Diego, CA 92010

PROJECT TITLE: The Olivenhain Municipal Water District has established Water Capacity Fees within Zones of Benefit effective October 18, 2021.

PROJECT APPLICANT: Olivenhain Municipal Water District.

PROJECT LOCATION: The Olivenhain Municipal Water District encompasses approximately 31,000 acres in the northwestern portion of San Diego County. The District was originally incorporated on April 9, 1959, for the purpose of developing an adequate water supply to landowners and residents of the District. The District currently serves the community of Olivenhain, portions of Leucadia, Cardiff, Solana Beach, Rancho Santa Fe, Encinitas, Carlsbad, San Diego, San Marcos, and neighboring communities.

DESCRIPTION OF THE NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: The Project is to increase water capacity fees within Zones of Benefit using the Engineering News Record Construction Cost Index for Los Angeles for new customers and developments within the areas already served by the Olivenhain Municipal Water District. The purpose is the raising of essential funds to meet anticipated capital expenses in order to maintain existing water service levels within existing service areas. The fees will not be used to expand existing levels of water service.

NAME OF PUBLIC AGENCY APPROVING THE PROJECT:  
Olivenhain Municipal Water District.

NAME OF PUBLIC AGENCY CARRYING OUT THE PROJECT:  
Olivenhain Municipal Water District.

EXEMPT STATUS:

1. The fee increase is not a "Project" as defined by Guidelines Section 15378(b)(4).
2. The Project is statutorily exempt in accordance with Guidelines Sections 15273(a)(1), 15273(a)(3), and 15273 (a)(4).
3. The Project will not have any significant effect on the environment, Guideline Section 15061(b)(3).

REASONS WHY PROJECT IS EXEMPT:

1. No Project. Government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant impact on the environment are considered not to be a project under CEQA definitions. The Project is the revision of existing capacity fees, which will not result in any physical change in the environment. The revising of water capacity fees within Zones of Benefit is not being considered in conjunction with the approval or construction of any specific project, will not authorize or approve any project, and will be used solely to maintain service within the existing water service areas.
2. Exemption. CEQA statutorily exempts the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which public agencies find are for the purpose of: meeting operating expenses including employee wage rates and fringe benefits; meeting financial reserve needs and requirements; and obtaining funds for capital projects necessary to maintain service within existing service areas. The revised fees will be used solely for meeting operating expenses, including employee wage rates and fringe benefits; meeting financial reserve needs and requirements; and to obtain funds for capital projects necessary to maintain existing water service within existing service areas.
3. No Significant Effect. A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity of increasing the water capacity fees will not have any significant effect on the environment. The fees have been set to maintain service within the existing water service areas and do not expand the District's system. No project is being authorized or approved as part of the water capacity fee revisions.

By:

---

Kimberly A. Thorner, General Manager  
Olivenhain Municipal Water District

Signed by Lead Agency

CONTACT PERSON:

Rainy Selamat  
Olivenhain Municipal Water District  
1966 Olivenhain Road  
Encinitas, CA 92024

(760) 753-6466 or [rselamat@olivenhain.com](mailto:rselamat@olivenhain.com)

Date Received for Filing by the County Clerk: \_\_\_\_\_, 2021

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Jason P. Hubbard, Engineering Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER APPROVAL OF A COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA IN THE AMOUNT OF \$200,000 FOR THE CONSTRUCTION OF THE MANCHESTER RECYCLED WATER PIPELINE PROJECT CONNECTION TO THE SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PIPELINE 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 Cooperative Agreement (CA) with the State Of California, through its Department of Transportation (Caltrans) in the amount of \$200,000 for the construction of the Manchester Recycled Water Pipeline Project connection to the San Elijo Joint Powers Authority (SEJPA) recycled water pipeline and authorize the General Manager to sign on behalf of OMWD.

## Recommendation

Staff recommends entering into the CA with Caltrans for the work and authorizing the General Manager to sign on behalf of OMWD.

## Alternative(s)

The Board may choose to not approve this agreement and direct staff to:

- Place this portion of the project out to public bid and award to the lowest responsive, responsible bidder and direct the contractor to obtain a right-of-way permit with Caltrans and coordinate construction with the Caltrans contractor; or
- Place the project out to bid with directions to the contractor to obtain a right-of-way permit with Caltrans and the connection is to be made after the Caltrans contractor has completed work in this area.

### **Background**

The Manchester Avenue/South El Camino Real Recycled Water Pipeline Extension (Manchester RW) project is located in Director Division 1 (Topolovac) and constructs approximately 1.4 miles of new 6-inch PVC recycled water pipeline to extend recycled water service to Manchester Avenue/South El Camino Real from Via Poco to Tennis Club Drive in the City of Encinitas. A pre-project site survey identified 18 potential homeowner associations, schools, churches, houses of worship, and care facilities as new customers along the project alignment that can be converted from using potable water for irrigation to recycled water. This project will convert and save approximately 45 acre-feet/year of drinking water. The Manchester RW project is dependent on a recycled water supply connection with SEJPA.

As part of their North Coast Corridor/Interstate-5 Manchester Avenue Interchange Expansion (NCC), Caltrans is extending and upsizing SEJPA's existing 4-inch recycled water pipeline in Manchester Avenue east of I-5 to provide recycled water as required for environmental mitigation for the NCC project. OMWD's Manchester RW project will connect to the newly extended recycled water pipeline via a flowmeter in the realigned Via Poco. A portion of the extended recycled waterline is being built by Caltrans at the request of OMWD, as the trench zone lies in the current Caltrans construction zone. OMWD and Caltrans have been coordinating on the underground utility design in the vicinity of the new recycled water connection since 2019 and recently approved the plans. Caltrans has provided a cost estimate for the Manchester RW flowmeter connection and pipeline to construct approximately 250 linear feet of 6-inch PVC pipeline within the footprint of their project:

Construction cost for OMWD Recycled Water Line	\$153,264.20
Contingency for Installation	\$ 25,000.00
Contingency for Dewatering	\$ 21,735.80
Total	<hr/> \$200,000.00

Caltrans has prepared their standard CA, which includes Cooperative Agreement Report 11-0737 providing further details, used when Caltrans is constructing new facilities on behalf of an agency as part of their overall project.

Caltrans NCC project also includes the relocation of the OMWD/San Dieguito Water District (SDWD) Emergency potable water interconnect. This work involves the relocation of the existing interconnect and associated pipelines/appurtenances and, because the facilities are existing and being relocated as a result of the NCC project, will be paid for by Caltrans. A Utility Agreement for this work, including a \$25,000 reimbursement to OMWD for OMWD staff design review and construction inspection, was signed by the General Manager in May 2021.

### **Fiscal Impact**

OMWD's Manchester RW project has been awarded a \$650,000 Proposition 84, Round 4 grant under the San Diego Integrated Regional Water Management Plan for the Manchester Avenue segment of the pipeline, and \$750,000 in Department of Water Resources Proposition 1, Round 1 funding for the South El Camino Real portion of the project.

Funds for this project are included in the FY 2021/22 budget:

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

In which FY did this capital project first appear in the CIP budget? **2016**

Total Project Budget: **\$4,634,000**

Current Fiscal Year Appropriation: **\$3,916,500**

To Date Approved Appropriations: **\$4,634,000**

Target Project Completion Date: **June 2022**

Expenditures and Encumbrances as of July 22, 2021: **\$455,575**

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**



Per the Cooperative Agreement, Caltrans will invoice OMWD for the entire amount once the agreement has been signed.

### **Discussion**

The area within the realigned Via Poco intersection contains 36-inch and 8-inch sewer pipelines, a 30-inch storm drain, communications conduits, OMWD and SDWD pipelines and relocated emergency potable water interconnect, OMWD and SEJPA recycled water pipelines and flowmeter, and San Diego Gas and Electric lines. Awarding OMWD's connection and flowmeter portion of the project via public bid and requiring OMWD's contractor to coordinate with Caltrans and their contractor, Flatiron|Skanska|Stacy & Witbeck, would be inefficient and costly, and could be a liability if Caltrans claimed OMWD's contractor caused delays to the NCC project. Requiring OMWD's contractor to construct the connection and flowmeter after Caltrans has completed the NCC project would delay OMWD's ability to deliver recycled water via the Manchester RW project, cause traffic disruptions in the heavily used west-bound lanes of Manchester Avenue in the vicinity of the new on-ramps, and incur costly restoration efforts to the newly finished surfaces. Staff recommends entering into the CA with Caltrans for the work and authorizing the General Manager to sign on behalf of OMWD.

The CA is not considered a public work contract per Article 6, Section 6.3 as the agreement is between OMWD and Caltrans, not OMWD and Caltrans' contractor Flatiron|Skanska|Stacy & Witbeck. The CA has been reviewed and approved by the District's General Counsel.

Staff is available to answer questions.

*Attachment(s):  
Cooperative Agreement;  
Location Map*

## **COOPERATIVE AGREEMENT**

### **Local Contribution Only**

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Olivenhain Municipal Water District, a public corporation/entity, referred to hereinafter as OMWD.

#### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, construct one High Occupancy Vehicle (HOV) lane in each direction, construct multi-use facility at Manchester, construct bike paths and sound-walls and the connections of the Olivenhain Municipal Water District (OMWD) recycled water line will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
4. OMWD will contribute an amount of \$200,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
  - CONSTRUCTION CAPITAL
6. PARTIES hereby set forth the terms, covenants, and conditions for OMWD's contribution toward the PROJECT.

## **ROLES AND RESPONSIBILITIES**

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. OMWD is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
9. OMWD will perform the inspection of the waterline during construction. This AGREEMENT will be a one time contribution to Construction Capital.
10. CALTRANS is responsible for completing all work for the PROJECT.

## **GENERAL CONDITIONS**

11. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
12. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
13. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
14. Neither OMWD nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless OMWD and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
15. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

## INVOICE AND PAYMENT

16. OMWD will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	Construction Capital	\$200,000
<b>Total Funds</b>			<b>\$200,000</b>

17. CALTRANS will invoice OMWD for a lump sum (single payment) after execution of this AGREEMENT.
18. OMWD will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless OMWD is paying with Electronic Funds Transfer (EFT). When paying with EFT, OMWD will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
19. If OMWD has received Electronic Funds Transfer (EFT) certification from CALTRANS then OMWD will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
20. After all work for the PROJECT is complete, CALTRANS will submit a final accounting for all costs. Based on the final accounting CALTRANS will, if necessary, refund OMWD the unexpended local fund sources shown in the FUNDING TABLE.
21. This AGREEMENT will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification and final accounting articles will remain in effect until terminated or modified in writing by mutual agreement.

## DEFINITIONS

**FUNDING PARTY** – A PARTY who commits a defined dollar amount to the PROJECT.

**IMPLEMENTING AGENCY** – The party responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**PARTY** – An individual signatory agency in this AGREEMENT.

**PARTIES** – The term that collectively references all of the signatory agencies to this AGREEMENT.

**SPONSOR** – The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, Section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for the PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for the PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for the PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for the PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
- **CONSTRUCTION CAPITAL** – The construction contract funds for the PROJECT.

## **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary AGREEMENT contact person for CALTRANS is:

Mohamad Khatib, Project Manager

4050 Taylor St, MS 330

San Diego, CA 92110

Office Phone: (619) 688-6654

Mobile Phone: (858) 688-1484

Email: Mohamad.khatib@dot.ca.gov

The primary AGREEMENT contact person for OMWD is:

Karen Ogawa, Engineer Project Admisitrator

1966 Olivenhain Road

Encinitas, CA 92024

Office Phone: (760) 632-4642

Email: kogawa@olivenhain.com



## SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
GUSTAVO DALLARDA  
District Director

**Verification of funds and authority:**

\_\_\_\_\_  
Erika O'Farrell  
District Budget Manager

**OLIVENHAIN MUNICIPAL WATER  
DISTRICT**

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

## **CLOSURE STATEMENT**

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this Agreement?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by OMWD?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

## CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 11-0737 and any amendments to this AGREEMENT.

The final signature date on this document terminates Cooperative Agreement 11-0737 except survival articles.

All survival articles in Cooperative Agreement 11-0737 will remain in effect until expired by law, terminated or modified in writing by PARTY's mutual agreement, whichever occurs earlier.

The people signing this AGREEMENT have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**OMWD**

\_\_\_\_\_  
District Director

\_\_\_\_\_  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFIED AS TO ALL FINANCIAL  
OBLIGATIONS/TERMS AND POLICIES**

\_\_\_\_\_  
District Budget Manager

# Memorandum

**To:** Joe Hull  
Deputy District Director, Project Program Management

**Date:** July 27, 2021

**From:** Mohamad Khatib  
Project Manager, I-5 Corridor  
District 11

**File:** 11-SD-5 38.4/47.3  
EA 11-2T218  
Project ID: 1116000174

**Subject:** COOPERATIVE AGREEMENT REPORT 11-0737 – Local Contribution Only

## 1. Introduction

This PROJECT is located in San Diego County, in the cities of Encinitas and Carlsbad, from the San Elijo Lagoon Bridge to 0.3 Mile North of Palomar Airport Road Overcrossing. The PROJECT proposes to construct of one High Occupancy Vehicle (HOV) lane in each direction, multi-use facility at Manchester, bike paths, sound-walls, and the connections of the Olivenhain Municipal Water District (OMWD) recycled water line. CALTRANS is the sponsor and implementing agency, is responsible for completing all work for the PROJECT. OMWD is a funding party, will contribute fixed amount of \$200,000 toward the PROJECT.

## 2. Justification

This PROJECT is the second highway construction package in a series of three projects that will extend HOV lanes under the I-5 North Coast Corridor (NCC) Phase 1. The improvements along Interstate 5 (I-5) would reduce congestion, increase the safe transportation of people, goods, and services, and improve the mobility of local, regional, and interregional traffic. The work required to construct the HOV lanes includes reconstructing the median, outside widening and reconfiguration entrance/exist ramps which requires utility relocations and connections within the project limits. Installing the recycled water line at a later date would result in impacts to the recently constructed infrastructure such as pavement and sidewalks.

## 3. Proposal

The proposed recycled waterline design plans are included in Attachment A. CALTRANS and OMWD agree that \$200,000 funds will be contributed to construction capital of the PROJECT. The proposed spending summary is outlined below:

Construction cost for OMWD Recycled Water Line:	\$153,264.20
Contingency for Installation:	\$25,000.00
<u>Contingency for Dewatering:</u>	<u>\$21,735.80</u>
Total	\$200,000.00

#### **4. Environmental Clearance**

This PROJECT is environmentally cleared under I-5 NCC Final Environmental Impact Report / Environmental Impact Statement (EIR/EIS), signed and approved on 10/23/2013. It includes construction of improvements to maintain or improve the existing and future traffic operations on the existing I-5 freeway in San Diego County from La Jolla Village Drive in San Diego to Harbor Drive in Oceanside, a 27-mile build NCC program.

#### **5. Adequacy**

Since the recycled water line is within the project limits, it would be cost-effective and better-managed for CALTRANS to complete construction work. I-5 NCC Phase 1 has utilized Manager/General Contractor (CM/GC) project delivery method. CM/GC allowed CALTRANS to engage a construction manager during the design process to provide constructability input. This allows the CM/GC contractor to perform utility work more efficiently and with less conflicts.

#### **6. Participation**

The I-5 NCC is listed and funding identified on Table 1, MPO ID: CAL09, Amendment 21-00 of the 2021 Regional Transportation Improvement Program.

CALTRANS and OMWD has entered into Cooperative Agreement 11- 0737 for local contribution for the PROJECT.

#### **7. Benefits**

Installation of the recycled line provides redundancy in the recycled water network and allowing recycled water to be more readily available for the region. It's a sustainable solution to preserve California most precious resource.

#### **8. Method of Accomplishment**

CALTRANS will invoice OMWD for a lump sum (single payment) after execution of Agreement 11-0737. OMWD will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless OMWD is paying with Electronic Funds Transfer (EFT). When paying with EFT, OMWD will pay the invoiced amount within five (5) calendar days of receipt of the invoice.

#### **9. Recommendation**

I recommend approval of this Cooperative Agreement Report. A draft of Cooperative Agreement 11-0737 between Caltrans and OMWD is currently under review.

Submitted by:



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**Mohamad Khatib**  
**Project Manager**

Approved by:



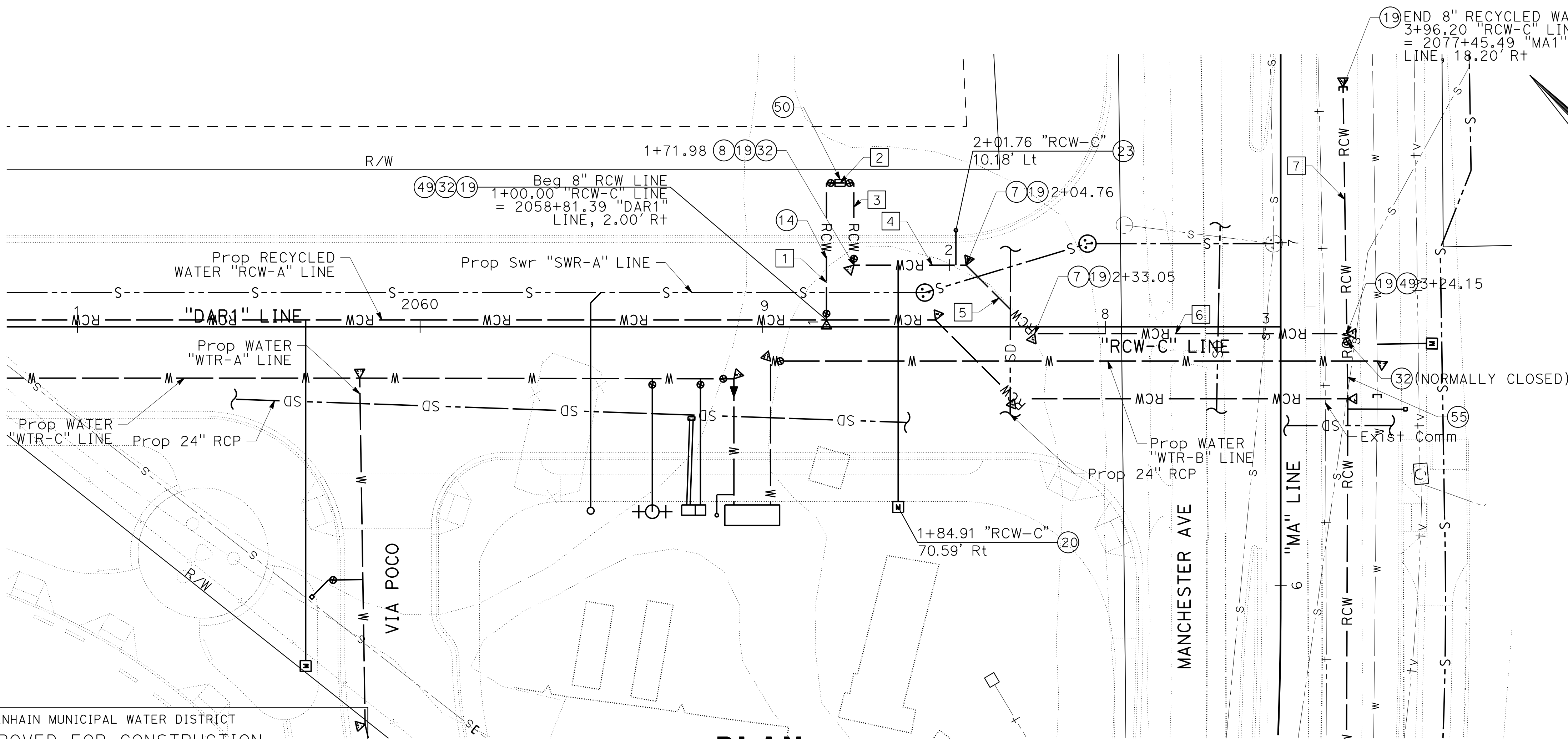
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**Allan Kosup**  
**Corridor Director**









OLIVENHAIN MUNICIPAL WATER DISTRICT  
APPROVED FOR CONSTRUCTION

JASON HUBBARD P.E., ENGINEERING MANAGER  
11/16/20  
DATE

PLAN

Dist

COUNTY

ROUTE

POST MILES  
TOTAL PROJECT

SHEET  
No.

TOTAL  
SHEETS

11

SD

5

R38.9/R47.3

XX

XX

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OR COMPLETENESS OF SCANNED  
COPIES OF THIS PLAN SHEET.

CALTRANS  
4050 TAYLOR STREET  
SAN DIEGO, CA 92110

KIMLEY-HORN AND  
ASSOCIATES, INC.  
401 B STREET, SUITE 600  
SAN DIEGO, CA 92101

REGISTERED PROFESSIONAL ENGINEER

SAM L.  
MCWHORTER

No. C61788

Exp 6/30/19

CIVIL

STATE OF CALIFORNIA

- CONSTRUCTION NOTES:
- 5 8" 22.50° BEND
  - 7 8" 45° BEND
  - 8 8" 90° BEND
  - 14 8" C-900 PVC DR-14
  - 19 Conc THRUST BLOCK
  - 20 2" RECYCLED WATER SERVICE & METER BOX
  - 23 2" BLOW OFF
  - 32 8" GV
  - 49 8" X 8" DI TEE
  - 50 WATER AGENCY INTERCONNECT
  - 55 8" C-900 PVC DR-14

RECYCLED WATER "RCW-C" LINE CENTERLINE DATA

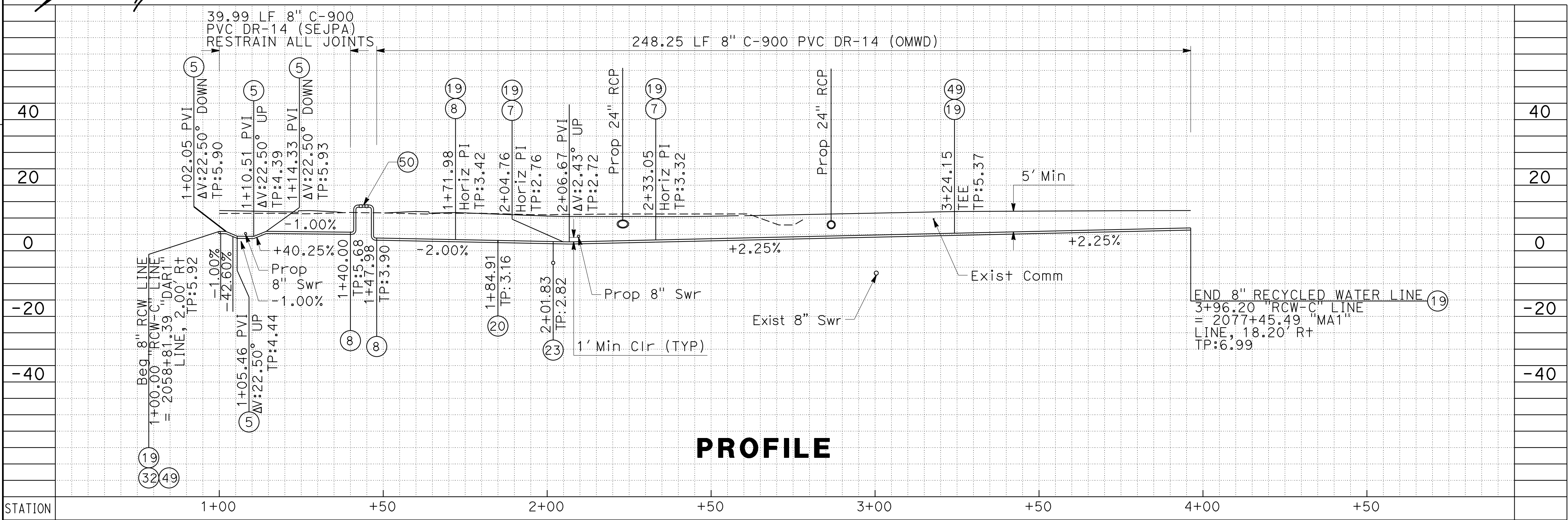
No.	Δ/BEARING	RADIUS	LENGTH	REMARKS
1	N43°51'26"E	-	40.00'	8"
2	S46°08'34"E	-	7.98'	8"
3	S43°49'06"W	-	24.00'	8"
4	S46°08'34"E	-	32.78'	8"
5	S01°08'34"E	-	28.28'	8"
6	S46°08'34"E	-	91.11'	8"
7	N42°58'44"E	-	72.05'	8"

- ABBREVIATIONS:
- DR - DIMENSION RATIO
  - PVI - POINT OF VERTICAL INTERSECTION
  - ΔV - VERTICAL BEND
  - TP - TOP OF PIPE
  - Prop - PROPOSED

OLIVENHAIN MUNICIPAL  
WATER DISTRICT  
UTILITY PLAN

SCALE: Horiz 1"=20'  
Vert 1"=20'

U-61



PROFILE

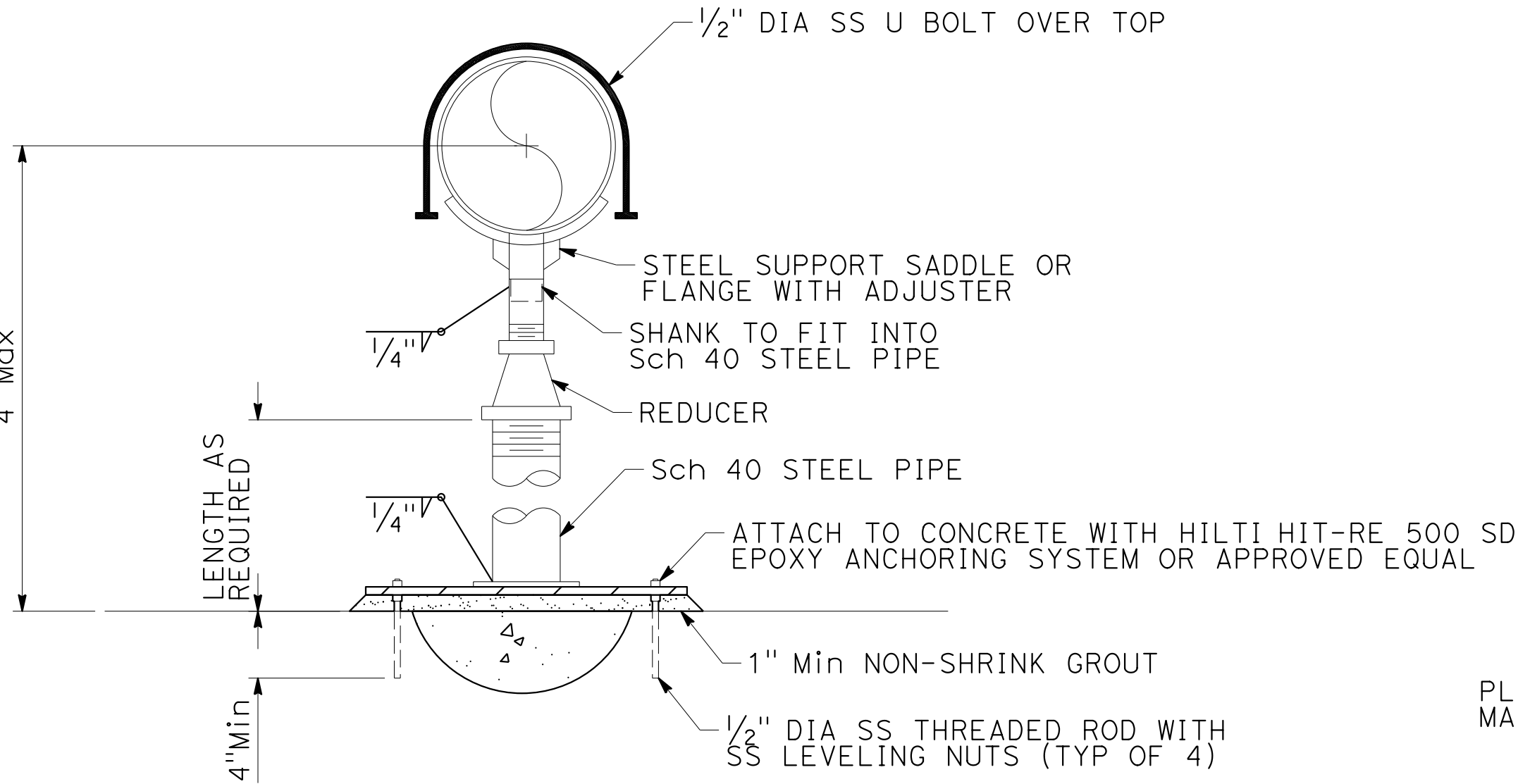
RECYCLED WATER "RCW-C" LINE

APPROVED FOR WATER WORK ONLY

THRUST BLOCKS								
S+Δ	"LINE"	TYPE/DIA OF PIPE	TYPE OF BLOCK	APPURTENANCE	TEST PRESSURE	TOTAL THRUST	ASSUMED SOIL CAPACITY	AREA OR VOLUME
1+00.00	WTR-B	8" PVC	THRUST	90° Vert BEND	250 psi	22743 lb	1000 psf	36 SQFT
1+42.00	WTR-B	8" PVC	THRUST	90° Horiz BEND	250 psi	22743 lb	1000 psf	36 SQFT
3+19.05	WTR-B	8" PVC	THRUST	90° Horiz BEND	250 psi	22743 lb	1000 psf	36 SQFT
1+72.05	RCW-C	8" PVC	THRUST	90° Horiz BEND	250 psi	22743 lb	1000 psf	36 SQFT
2+04.83	RCW-C	8" PVC	THRUST	45° Horiz BEND	250 psi	12308 lb	1000 psf	25 SQFT
2+33.11	RCW-C	8" PVC	THRUST	45° Horiz BEND	250 psi	12308 lb	1000 psf	25 SQFT
3+24.22	RCW-C	8" PVC	THRUST	TEE	250 psi	16082 lb	1000 psf	36 SQFT
3+96.27	RCW-C	8" PVC	THRUST	DEAD END	250 psi	16082 lb	1000 psf	36 SQFT

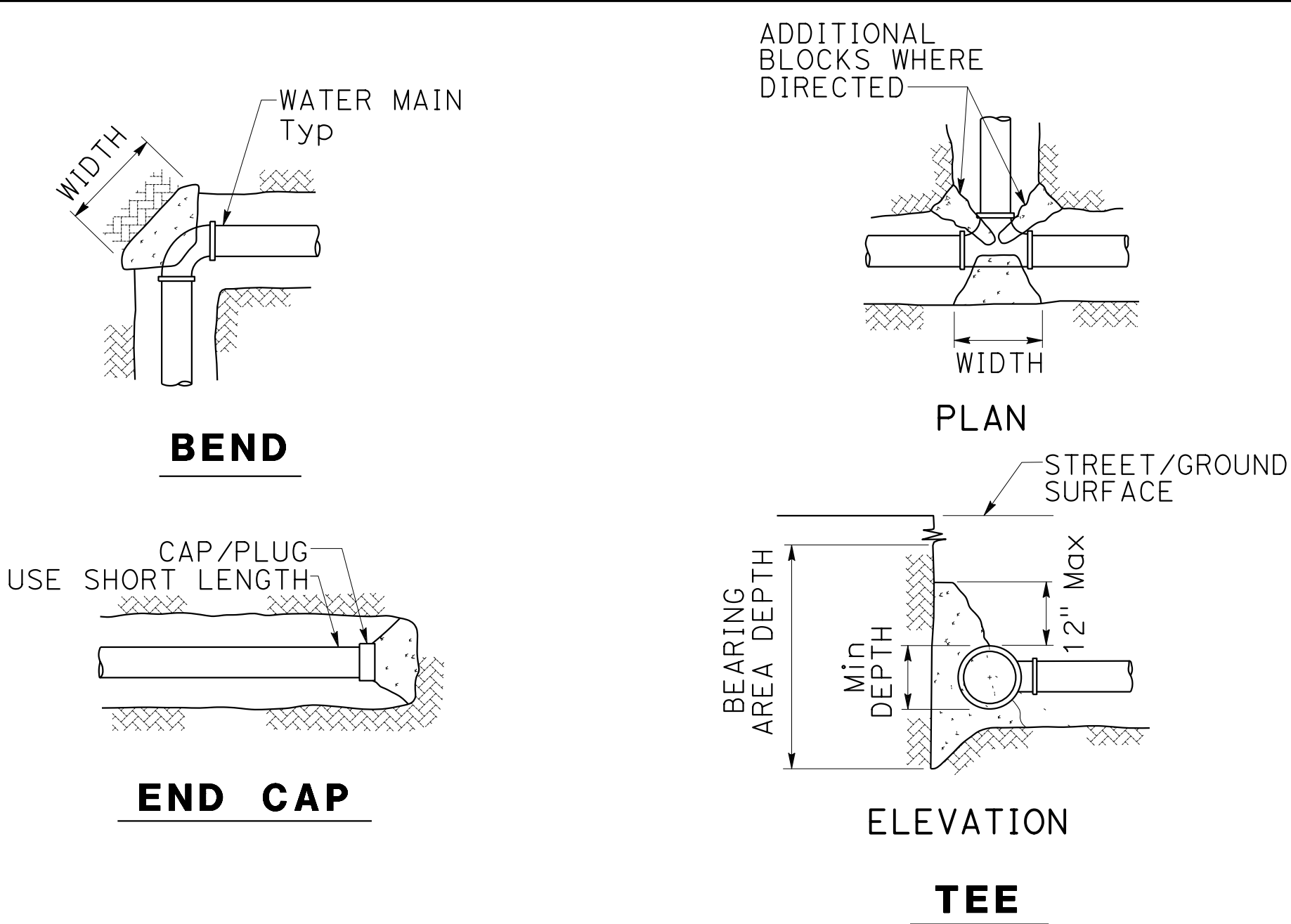
NOTES:

1. THRUST BLOCKS MUST BE CENTERED ON THE FITTING SO THAT THE BEARING AREA IS EXACTLY OPPOSITE THE RESULTANT DIRECTION OF THRUST
2. CONCRETE MUST BE PLACED SO THAT FITTINGS AND VALVES WILL BE ACCESSIBLE FOR REPAIR OR REPLACEMENT
3. ALL THRUST AND ANCHOR BLOCKS MUST BE POURED AGAINST WETTED UNDISTURBED SOIL
4. WRAP EXPOSED REBAR WITH 10 MIL TAPE 6" INTO CONCRETE

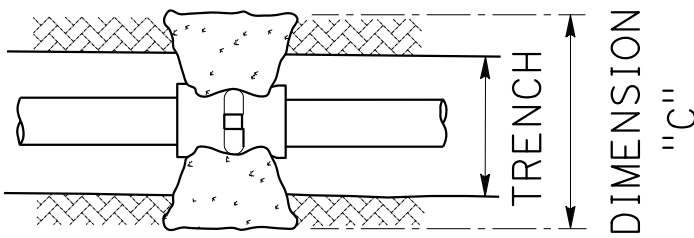


ADJUSTABLE PIPE SUPPORT

2



ELEVATION



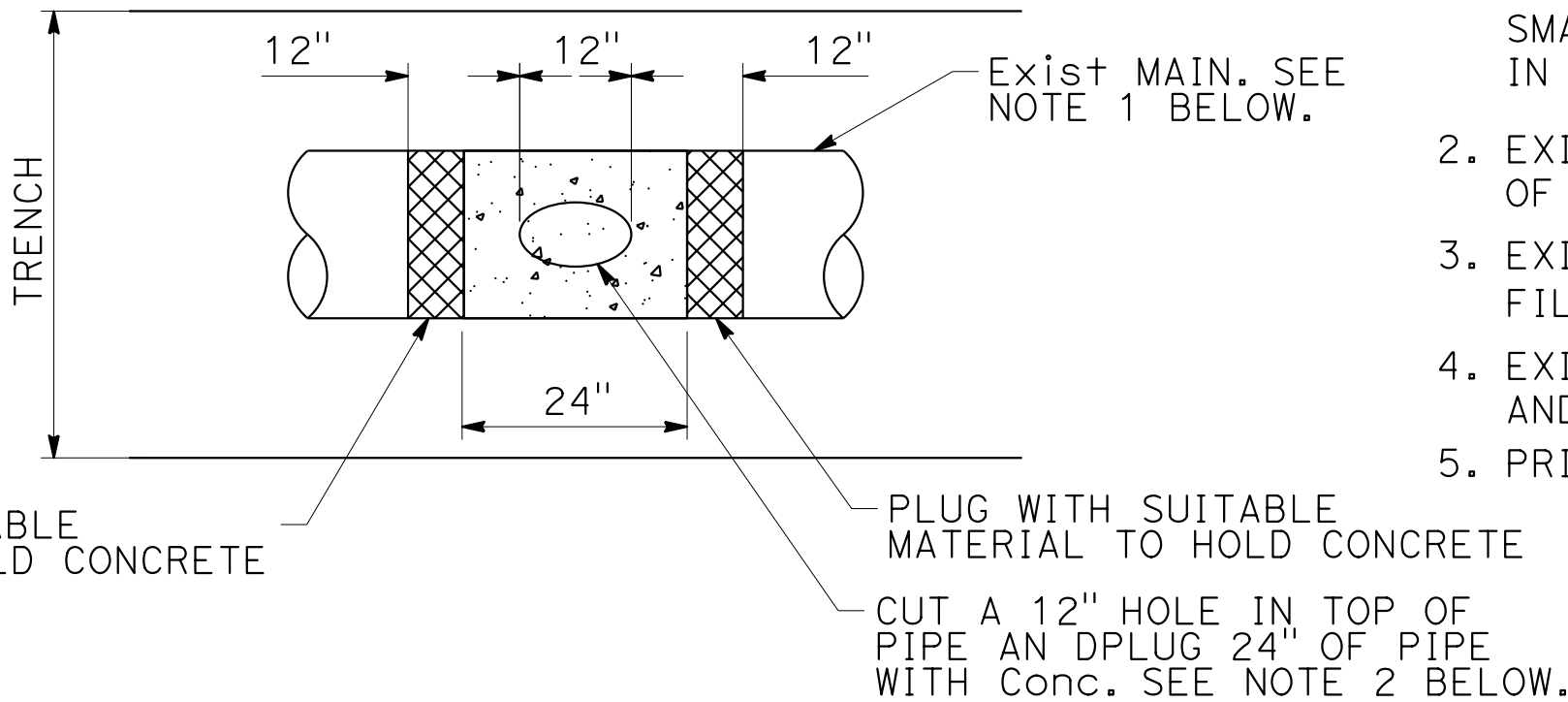
PLAN

VALVE SUPPORT

OLIVENHAIN MUNICIPAL WATER DISTRICT  
APPROVED FOR CONSTRUCTION  
JASON HUBBARD P.E., ENGINEERING MANAGER  
11/16/20  
DATE

CONCRETE THRUST BLOCK INSTALLATION

1



Conc PLUG

3

NOTES:

1. WATER AND RECYCLED WATER MAINS AND SEWER LATERALS 4" DIAMETER AND SMALLER SHALL HAVE A SHORT SECTION OF PIPE REMOVED AND PIPE ENDS ENCASED IN CONCRETE.
2. EXISTING MAIN TO BE PLUGGED WITH CONCRETE OR PRESSURE GROUTED AT INTERVALS OF ABOUT 200' OR AS DIRECTED BY THE ENGINEER.
3. EXISTING MAINS 16" AND LARGER REQUIRE THE ENTIRE LENGTH OF THE PIPE TO BE FILLED BY PRESSURE GROUTING OR BY BLOWN SAND.
4. EXISTING VALVES SHALL BE TURNED TO THE CLOSED POSITION. REMOVE GATE WELL AND REPLACE WITH COMPACTED BACKFILL.
5. PRIOR AGENCY APPROVAL REQUIRED FOR CUTTING AND PLUGGING

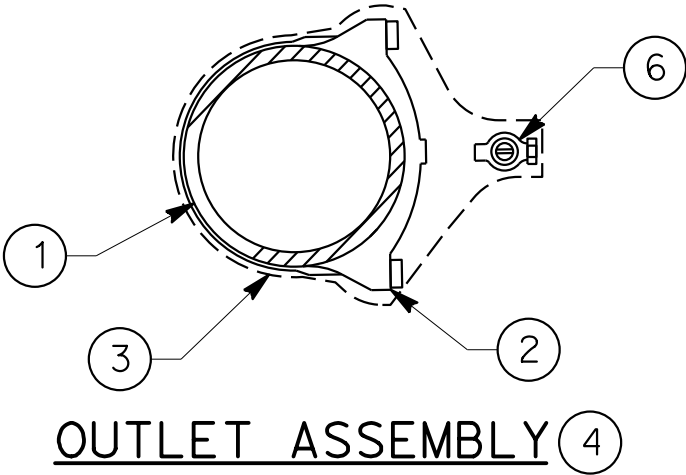
OLIVENHAIN MUNICIPAL WATER DISTRICT  
UTILITY DETAILS

NO SCALE

UD-16

NOTES:

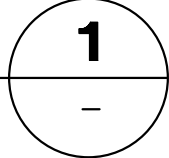
1. USE ASSEMBLY WHEN LOCATED IN NON-TRAFFIC AREAS OR AS ESTABLISHED IN THE FIELD BY THE DISTRICT'S REPRESENTATIVE. LOCATE CENTER OF RISER AND ANGLE VALVE 12" FROM THE EDGE OF SIDEWALK OR IF NOT PRESENT 12" FROM BACK FACE OF CURB.
2. SILVER SOLDER TO BE 85/15. OXYGEN/ACETYLENE WELDING ONLY WITH ROSE BUD. NO. MAPP GAS.



MATERIAL LIST:

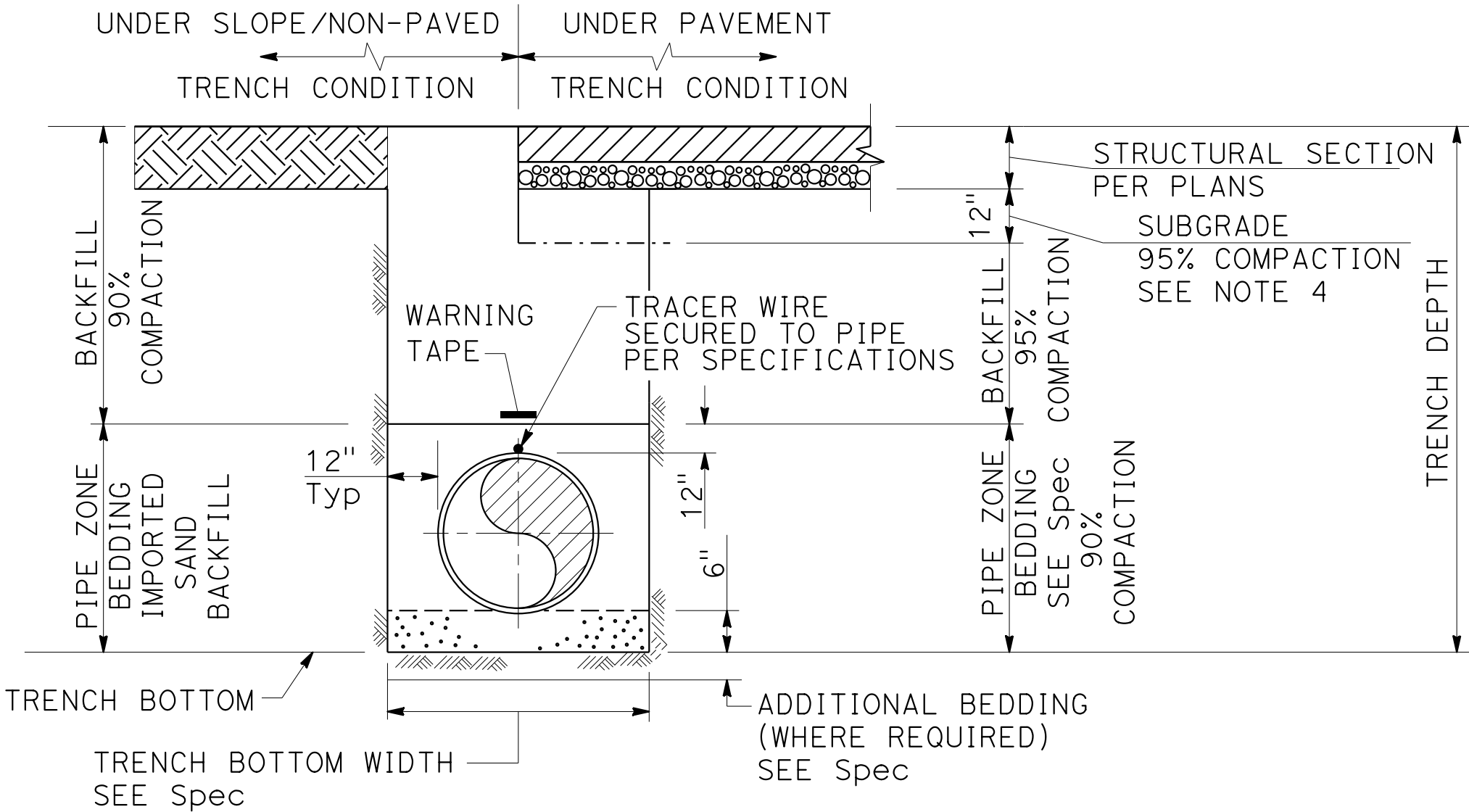
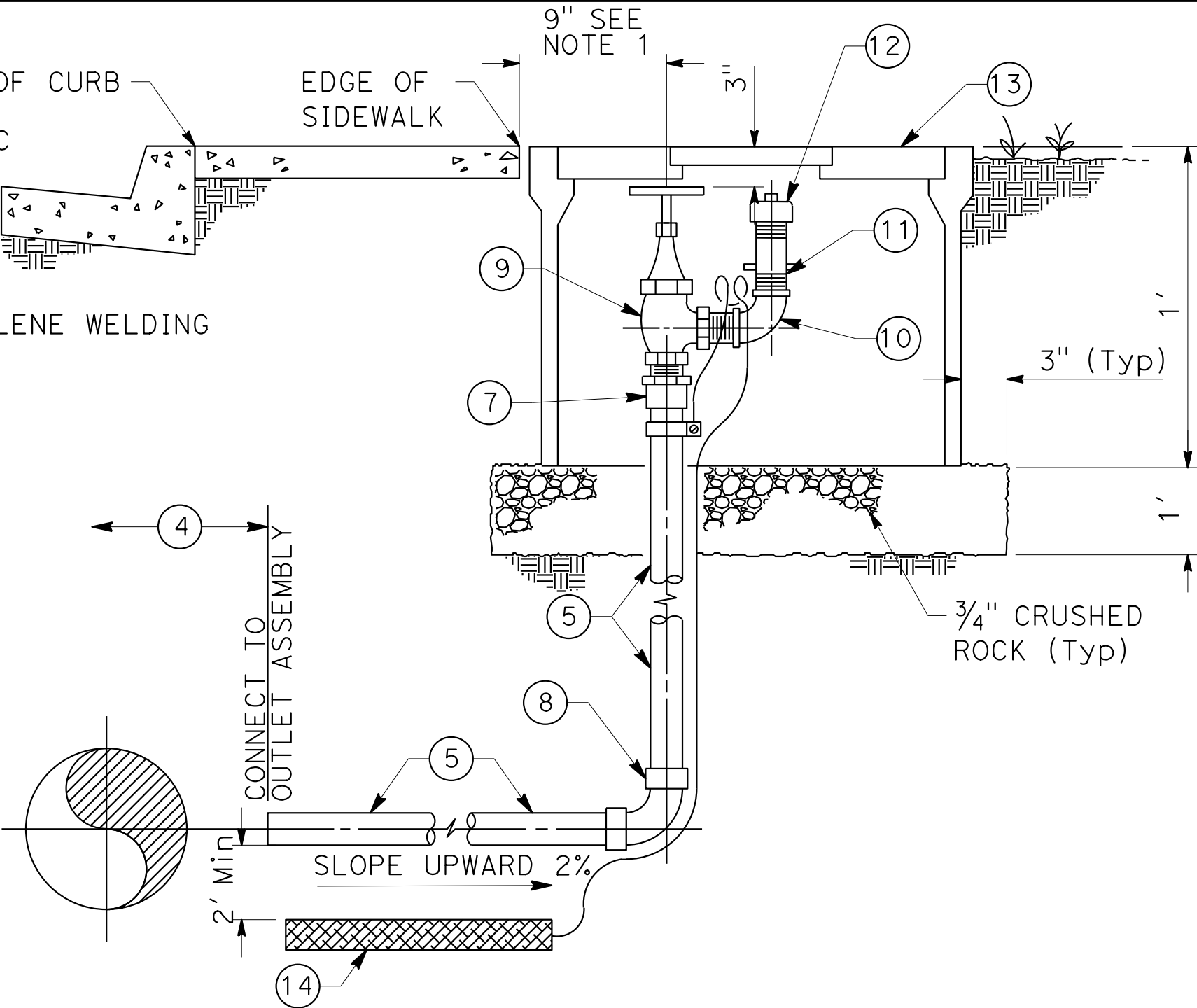
ITEM	SIZE AND DESCRIPTION	ITEM	SIZE AND DESCRIPTION
1	PVC PRESSURE PIPE	8	2" COPPER 90° ELBOW, COPPER SOLDER JOINTS, 0-300 PSI
2	2" BRONZE SERVICE SADDLE WITH FIPT OUTLET	9	2" BRONZE ANGLE VALVE WITH FIPT, 0-300 PSI
3	WAX TAPE SYSTEM	10	2-1/2" X 2" CL 125 CAST BRONZE REDUCING ELBOW WITH CLOSE BRASS NIPPLE
4	OUTLET ON PVC PRESSURE PIPE, 0-200 PSI	11	2-1/2" BRONZE EXIT NIPPLE WITH MIPT X OUTSIDE HOSE THREADS
5	2" COPPER WATER TUBE, TYPE K, SOFT	12	2-1/2" PLASTIC HOSE CAP
6	2" BRONZE CORP STOP BALL TYPE WITH INLET MIPT X OUTLET QUICK JOINT	13	METER BOX AND COVER FOR NON-TRAFFIC AREA
7	2" COPPER ADAPTER, COPPER SOLDER JOINT X MIPT, 0-300 PSI	14	30 LB ZINC ANODE(S) WITH ANODE LEAD WIRE AND PIPE CLAMP 1" BELOW FITTING

2" BLOWOFF ASSEMBLY



MATERIAL LIST:

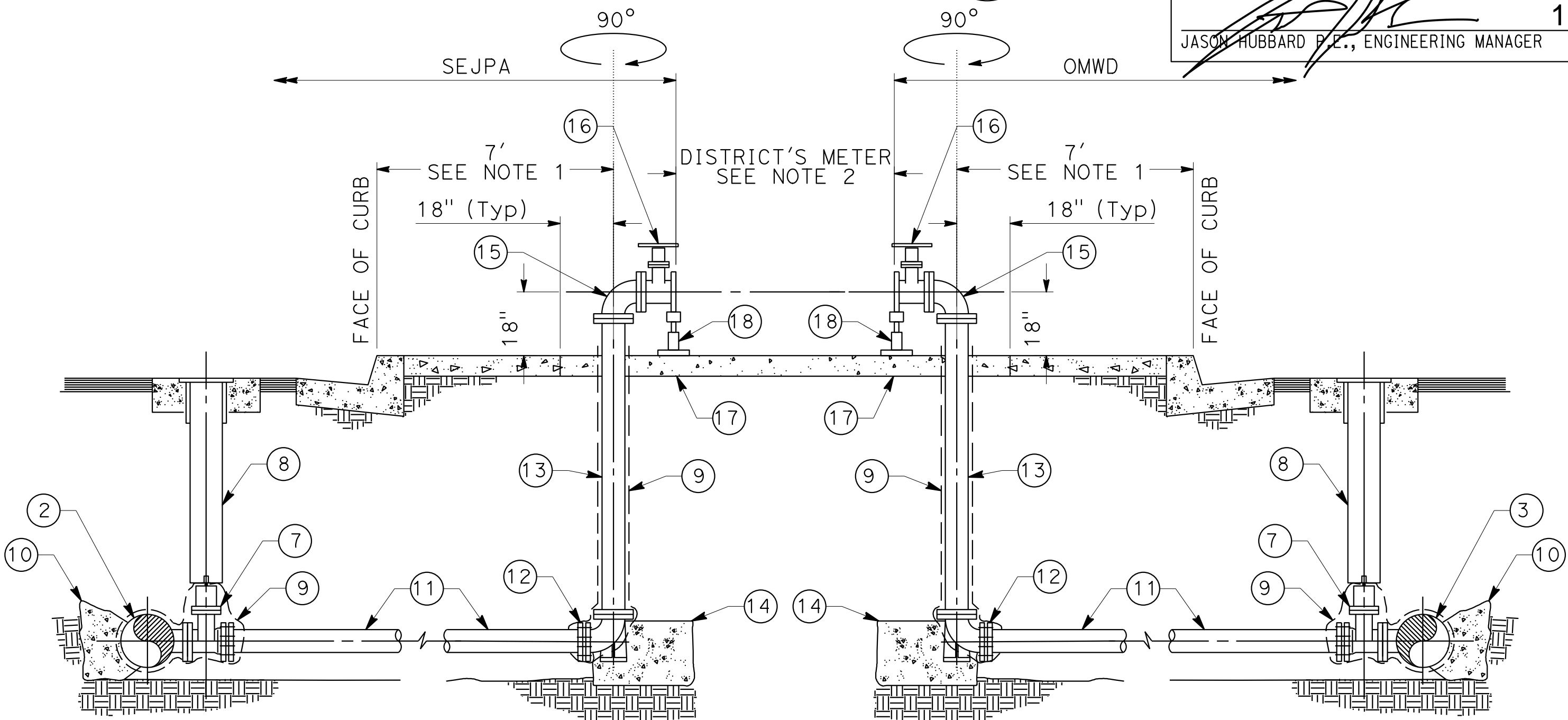
ITEM	SIZE AND DESCRIPTION	ITEM	SIZE AND DESCRIPTION
1	NOT USED	10	CONCRETE THRUST BLOCK
2	DUCTILE IRON TEE WITH CL 150 FLANGED OUTLET, 0-200 PSI	11	DR14/DR18 PVC PRESSURE PIPE PER WORKING PRESSURE
3	90° DUCTILE IRON BEND	12	DUCTILE IRON BASE BEND WITH CL 150 FLANGE X MJ OR PO
4	NOT USED	13	CLASS 53 DUCTILE IRON PIPE WITH CL 150 FLANGES
5	NOT USED	14	CONCRETE THRUST BLOCK
6	NOT USED	15	DUCTILE IRON 90° BEND WITH CL 150 FLANGES
7	RESILIANIT SEATED GV WITH CL 125 FLANGE X MJ OR PO, 0-250 PSI, 6" Min SIZE	16	RESILIENT SEATED GV WITH CL 125 FLANGES, 0-250 PSI
8	VALVE BOX INSTALLATION FOR BURIED VALVES	17	36" WIDE X 4" THICK CONCRETE PAD, LENGTH VARIES PER SIZE
9	WAX TAPE SYSTEM	18	ADJUSTABLE PIPE SUPPORT



NOTES:

1. PROTECTIVE SYSTEMS AND EXCAVATION SLOPES MUST COMPLY WITH CAL OSHA SAFETY STANDARDS AND REGULATIONS.
2. TRENCH SECTIONS OTHER THAN THE TYPICAL SECTIONS SHOWN MAY BE UTILIZED PROVIDED THEY COMPLY WITH CAL OSHA SAFETY STANDARDS AND REGULATIONS. DOCUMENTATION SUPPORTING COMPLIANCE AND PIPE DESIGN CALCULATIONS MUST BE SUBMITTED.
3. NEW PAVEMENT MUST BE AS SHOWN ON THE ROADWAY PLANS.
4. SUBGRADE PREPARATION MUST BE DONE IN ACCORDANCE WITH THE UTILITY SPECIFICATIONS.

PIPE TYPICAL TRENCH SECTION 2



NOTES:

1. WHEN SIDEWALK ADJACENT TO CURB EXCEED 5' IN WIDTH, LOCATE ASSEMBLY AS DIRECTED BY THE DISTRICT'S REPRESENTATIVE. ASSEMBLY MAY BE INSTALLED PERPENDICULAR TO FACE OF CURB AS SHOWN OR ROTATED 90° TO BE PARALLEL TO FACE OF CURB.
2. AFTER THE SPECIFIED COMPONENTS HAVE BEEN INSTALLED BY OTHERS, THE DISTRICT WILL FURNISH AND INSTALL A PRESSURE REDUCING VALVE (IF NECESSARY), METER, GATE, VALVE, AND PIPE SUPPORT IN THE INDICATED SPACE
3. PROVIDE GUARD POSTS WHEN DIRECTED BY THE DISTRICT'S REPRESENTATIVE

Dist

COUNTY

ROUTE

POST MILES  
TOTAL PROJECT

SHEET  
No.

TOTAL  
SHEETS

11

SD

5

R38.9/R47.3

XX

XX

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CALTRANS  
4050 TAYLOR STREET  
SAN DIEGO, CA 92110

KIMLEY-HORN AND  
ASSOCIATES, INC.  
401 B STREET, SUITE 600  
SAN DIEGO, CA 92101

REGISTERED PROFESSIONAL ENGINEER

SAM L. MCWHORTER

No. C61788

Exp 6/30/21

CIVIL

STATE OF CALIFORNIA

ABBREVIATIONS:

- CAL OSHA - CALIFORNIA OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION
- CAV -COMBINATION AIR VALVE
- FIPT -FEMALE IRON PIPE THREAD
- MIPT -MALE IRON PIPE THREAD

OLIVENHAIN MUNICIPAL WATER DISTRICT  
APPROVED FOR CONSTRUCTION

JASON HUBBARD P.E., ENGINEERING MANAGER  
11/16/20  
DATE

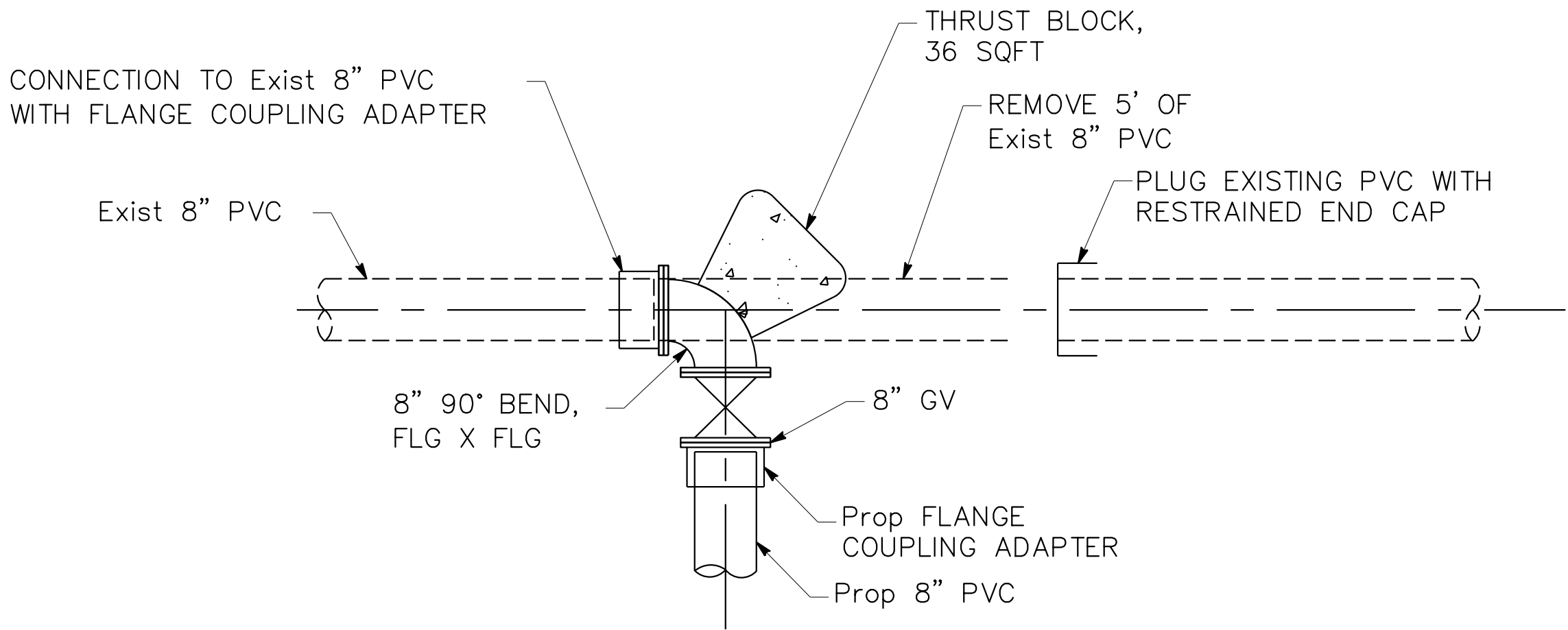
OLIVENHAIN MUNICIPAL  
WATER DISTRICT  
UTILITY DETAILS  
NO SCALE  
UD-17



ABBREVIATIONS:

FLG - FLANGE

Prop - PROPOSED

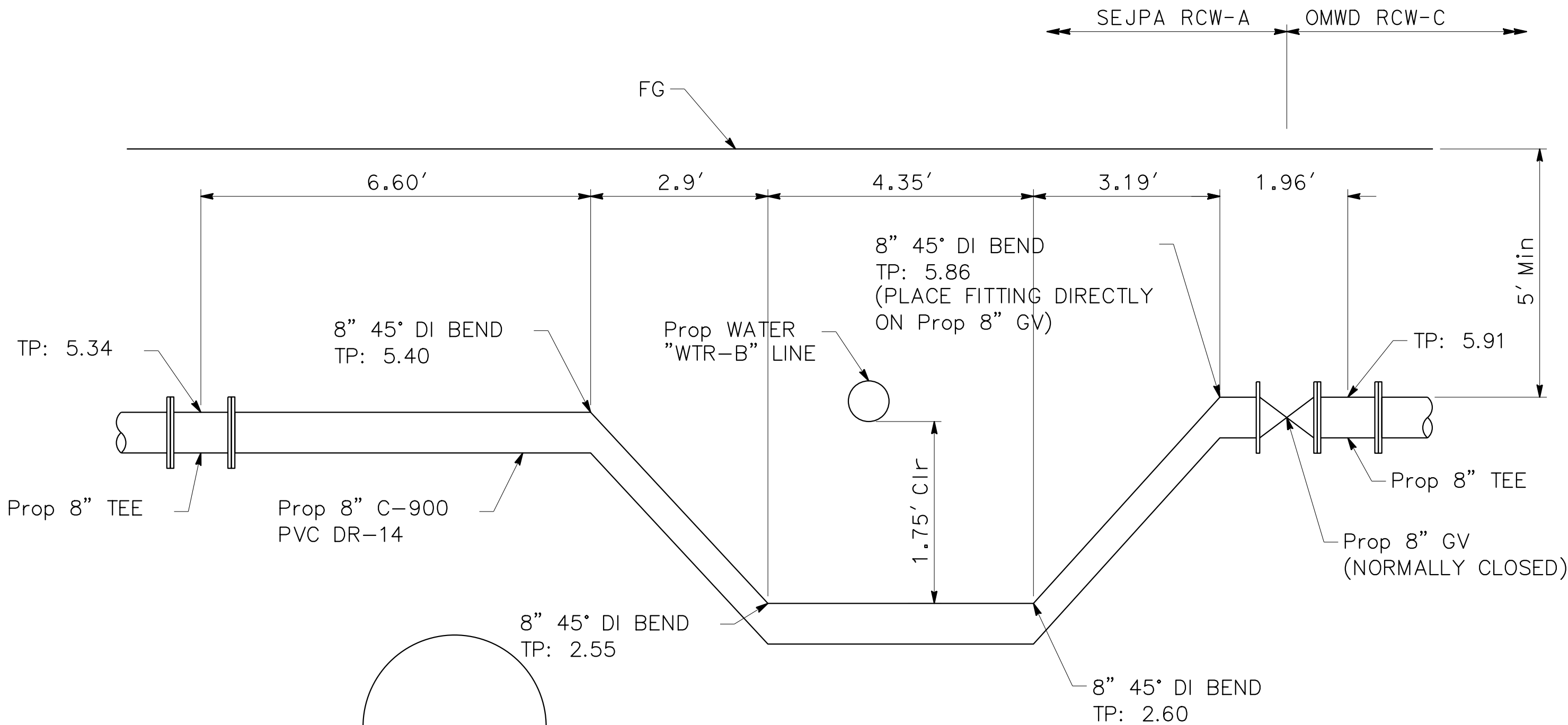


NOTES:

1. REFER TO SPECIFICATIONS FOR ABANDONMENT OF EXISTING WATER MAIN.
2. EXISTING VALVES SHALL BE TURNED TO THE CLOSED POSITION. REMOVE GATE WELL AND REPLACE WITH COMPACTED BACKFILL.
3. PRIOR DISTRICT APPROVAL REQUIRED FOR CUTTING AND PLUGGING.

CONNECTION TO EXISTING

1



NOTES:

1. RESTRAIN ALL JOINTS
2. TRENCHING AND BEDDING PER

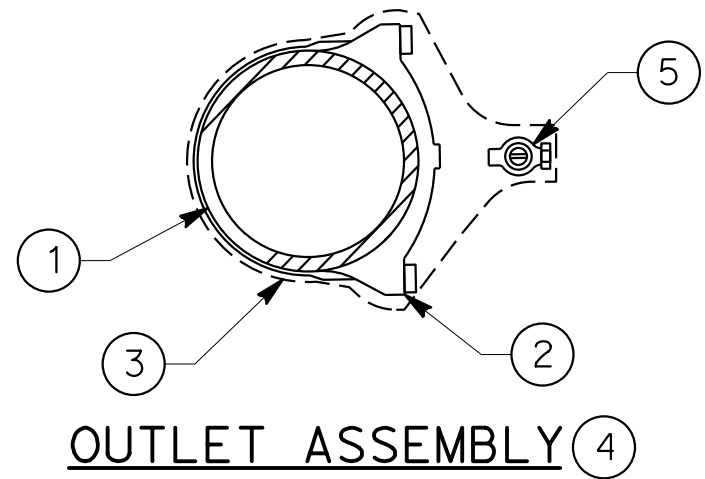
2

8" RECYCLED WATER LINE PROFILE

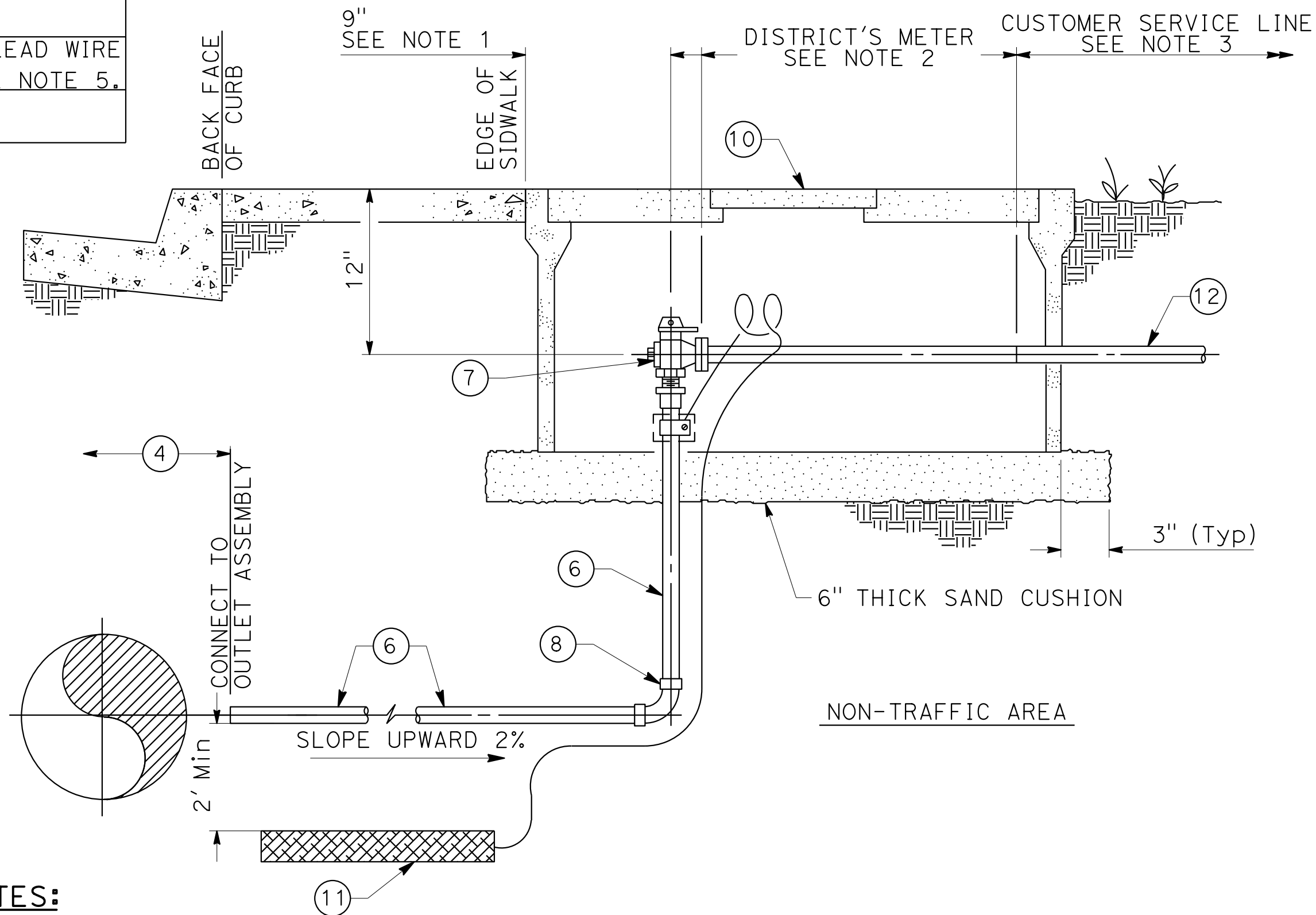
3

MATERIAL LIST

ITEM	SIZE AND DESCRIPTION
1	PVC PRESSURE PIPE
2	2" BRONZE SERVICE SADDLE WITH FIPT OUTLET
3	WAX TAPE SYSTEM
4	OUTLET ON PVC PRESSURE PIPE, 0-200 PSI
5	2" BRONZE CORP STOP BALL TYPE WITH INLET MIPT X OUTLET QUICK JOINT
6	2" COPPER WATER TUBE, TYPE K, SOFT
7	2" BRONZE ANLGE BALL VALVE WITH INLET QUICK JOINT X METER FLANGE
8	2" COPPER ELBOW, COPPER SOLDER JOINTS, 0-300 PSI
9	NOT USED
10	METER BOX AND TWO PIECE POLYMER COVER
11	30 LB ZINC ANODE(S) WITH ANODE LEAD WIRE & PIPE CLAMP 1" BELOW VALVE. SEE NOTE 5.
12	CUSTOMER SERVICE LINE



OUTLET ASSEMBLY



NOTES:

1. WHERE SIDEWALKS ARE NOT PRESENT, LOCATE CENTER OF ANGLE BALL VALVE 9" FROM BACK FACE OF CURB.
2. AFTER THE SPECIFIED COMPONENTS HAVE BEEN INSTALLED BY OTHERS, THE DISTRICT WILL FURNISH AND INSTALL A METER AND BALL VALVE IN THE INDICATED SPACE
3. AFTER DISTRICT'S METER INSTALLATION, CONNECT CUSTOMER SERVICE LINE TO INSTALLED BALL VALVE. USE A NON-METALLIC PIPE NIPPLE AT THE VALVE.
4. FOR DUAL METERS, CUT BACK OF BOX. NO BREAKING OF BOX IS ALLOWED.
5. INSTALL 2 ANODES SPACED EQUIDISTANT BETWEEN METER, SADDLE CONNECTION, AND ONE ANOTHER IF SERVICE RUN IS 30'-60'. TAPE THWN ANODE LEAD TO COPPER PIPE.

2" WATER SERVICE INSTALLATION

2

OLIVENHAIN MUNICIPAL WATER DISTRICT  
APPROVED FOR CONSTRUCTION

JASON HUBBARD P.E., ENGINEERING MANAGER

11/6/20

DATE

OLIVENHAIN MUNICIPAL  
WATER DISTRICT  
UTILITY DETAILS  
NO SCALE  
UD-18

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

CONSULTANT FUNCTIONAL SUPERVISOR

CALCULATED-DESIGNED BY

REVISOR

DATE

REVISOR

DATE

TAYLOR THORIG

SAM L. MCWHORTER

CALTRANS

UTILITY PLAN SHEET No.

12" PVC (C-900, DR-14)

12" GATE VALVE

2" RECYCLED WATER SERVICE

ABANDON 12" PVC

MINOR CONCRETE (MINOR STRUCTURE)

8" PVC (C-900, DR-14)

2" AIR RELEASE VACUUM VALVE

2" BLOW OFF ASSEMBLY

8" GATE VALVE

REMOVE 4" PVC

2" BACKFLOW PREVENTER

U-43

450

1

470

7.8

1

1

U-44

450

460

U-45

450

460

5.2

U-46

450

450

U-47

450

1

470

U-48

400

480

U-49

125.0

1

1.0

1

U-53

1

400.0

1

400.0

U-54

400.0

1

1

1

79.8

U-55

1

469.8

1

U-61

40.0

1

TOTAL

2775.0

2

3

2790

14.0

1309.8

5

2

2

479.8

WATER METER CHARGES

SHEET	SIZE	QUANTITY	REMARKS
U-4	2"	1	SAN DIEGUITO WD
U-32	3"	1	CARLSBAD WD

SAN DIEGUITO WATER DISTRICT

UTILITY PLAN SHEET No.	12" CML&C STEEL PIPE	12" PVC (C-900, DR-14)	12" PVC (C-900, DR-14)	REMOVE PIPE AND DISPOSE AC PIPE	MINOR CONCRETE (MINOR STRUCTURE)	10" FIRE SERVICE	12" HDPE (DR-9) BYPASS	8" PVC (C-900, DR-14)	12" GATE VALVE	FIRE HYDRANT	2" WATER SERVICE	2" BACKFLOW PREVENTER	2" AIR RELEASE / VACUUM VALVE	2" BLOW OFF ASSEMBLY	REMOVE EXISTING METER INTERCONNECT STRUCTURE	RELOCATED EXISTING PRESSURE RELIEF VALVE	RELOCATED EXISTING METER INTERCONNECT	CRUSHED ROCK BASE	6" GATE VALVE	6" PVC (C-900, DR-14)
U-50	19.9	22.9		42.8	2															
U-51	30.6	18.5		49.1	2															
U-52	34.1	17.3		51.3	2		140													
U-56			350.0						1	1	1	1	1	2					1	17.4
U-57			202.3		0.1			36.8	1	1			1	1	1	1	1	4.41	1	
U-59			250.2			1					1	1								
TOTAL	84.6	58.7	802.5	143.2	6.1	1	140	36.8	2	2	2	2	2	3	1	1	1	4.41	2	17.4

SAN ELIJO JOINT POWERS AUTHORITY

UTILITY PLAN SHEET No.	12" PVC (C-900, DR-14)	12" GATE VALVE	2" RECYCLED WATER SERVICE	ABANDON 12" PVC	MINOR CONCRETE (MINOR STRUCTURE)	8" PVC (C-900, DR-14)	2" AIR RELEASE VACUUM VALVE	2" BLOW OFF ASSEMBLY	8" GATE VALVE	REMOVE 4" PVC	2" BACKFLOW PREVENTER
U-43	450	1		470	7.8		1	1			
U-44	450			460							
U-45	450			460	5.2						
U-46	450			450							
U-47	450		1	470							
U-48	400			480							
U-49	125.0	1			1.0		1				
U-53			1			400.0	1			400.0	
U-54						400.0	1	1	1	79.8	
U-55			1			469.8	1				
U-61						40.0			1		
TOTAL	2775.0	2	3	2790	14.0	1309.8	5	2	2	479.8	

OLIVENHAIN MUNICIPAL WATER DISTRICT

UTILITY PLAN SHEET No.	8" PVC (C-900, DR-14)	8" GATE VALVE	RELOCATED 2" WATER METER FOR NEW 2" WATER SERVICE AND METER BOX	2" BLOW OFF ASSEMBLY	2" RECYCLED WATER SERVICE	ANGENY METER INTERCONNECT
U-58	219.1	1	1			
U-61	248.3	3		1	1	1
TOTAL	467.4	4	1	1	1	1

ABBREVIATIONS:

CML&C - CEMENT MORTAR LINED AND COATED

DR - DIMENSION RATIO

SEJPA - SAN ELIJO JOINT POWERS AUTHORITY

WD - WATER DISTRICT

UTILITY QUANTITIES

NO SCALE

UQ-1

Dist

COUNTY

ROUTE

POST MILES TOTAL PROJECT

SHEET No.

TOTAL SHEETS

11

SD

5

R38.9/R47.3

XX

XX

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER

SAM L. MCWHORTER

No. C61788

Exp 6/30/19

CIVIL

STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CALTRANS

4050 TAYLOR STREET

SAN DIEGO, CA 92110

KIMLEY-HORN AND ASSOCIATES, INC.

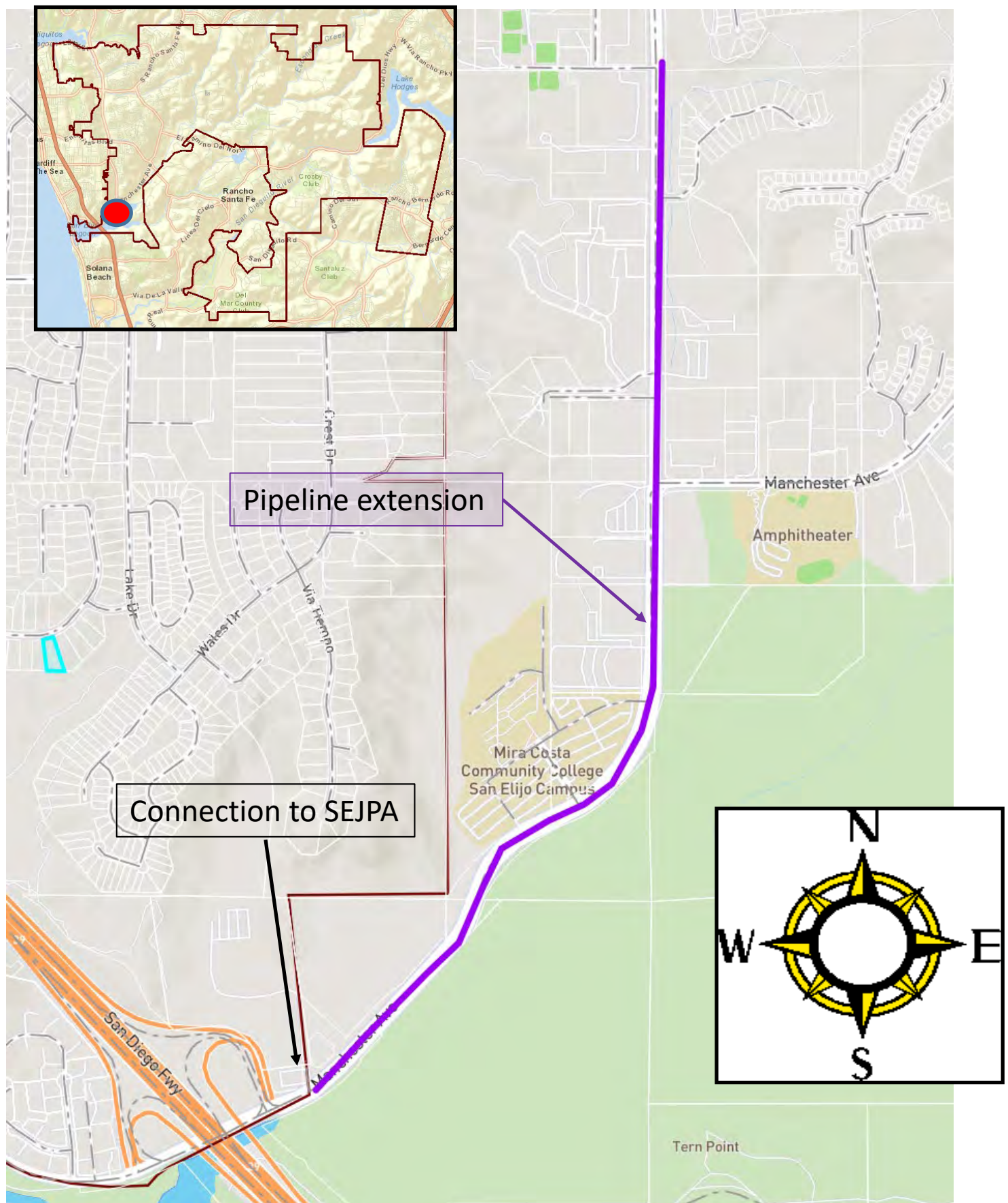
401 B STREET, SUITE 600

SAN DIEGO, CA 92101

UTILITIES APPURTENANCES RELOCATION

UTILITY PLAN SHEET No.						
IDENTIFICATION No.						
ADJUST SEJPA OUTFALL STRUCTURE TO GRADE	EA	EA	EA	EA	EA	EA
RELOCATE SEWER VENTS	EA	EA	EA	EA	EA	EA
RELOCATE SEWER ARV	EA	EA	EA	EA	EA	EA
RELOCATE RECYCLED WATER ARV	EA	EA	EA	EA	EA	EA
RELOCATE POTABLE WATER APPURTENANCES	EA	EA	EA	EA	EA	EA
RELOCATE CITY OF ESCONDIDO RECTIFIER	EA	EA	EA	EA	EA	EA
U-39	1	2	2			
U-40		1		2		
U-41				1	1	1
TOTAL	1	3	2	3	1	1





# Manchester Avenue/S. El Camino Real Recycled Water Pipeline Extension

# Memo

Date: August 18, 2021

To: Olivenhain Municipal Water District Board of Directors

From: Jason P. Hubbard, Engineering Manager

Via: Kimberly A. Thorner, General Manager

Subject: **CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS IN THE AMOUNT OF \$104,600 FOR GEOTECHNICAL SERVICES FOR THE MANCHESTER AVENUE POTABLE WATER PIPELINE REPLACEMENT AND MANCHESTER AVENUE RECYCLED WATER PIPELINE PROJECTS 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 Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore) in the amount of \$104,600 for Geotechnical Services for the Manchester Avenue Potable Water Pipeline Replacement (Manchester PW) and Manchester Avenue Recycled Water Pipeline (Manchester RW) Projects and authorize the General Manager to sign on behalf of OMWD.

## Recommendation

Staff recommends approval of a PSA with Ninyo & Moore in the amount of \$104,600 for Geotechnical Services for the Manchester PW and Manchester RW Projects.

## **Alternative(s)**

The Board could elect to:

- Re-issue the Request for Proposals (RFP) to solicit additional firms for evaluation; or
- Pursue a PSA with an alternate firm from the current list of proposals received.

## **Background**

**Manchester PW:** 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 Division 1 (Topolovac) and Director Division 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 five (5) critical pipelines as part of the 2017 Pipeline Prioritization Study published by Pure Technologies.

Following a RFP 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 PSA with Hoch Consulting for the design of the Manchester PW project. 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 Manchester PW project and outreach continued with a virtual neighborhood meeting held on June 11, 2020. On March 18, 2020 the Board approved a PSA with Valley Construction Management in the amount of \$302,676 for construction management and inspection services for the Manchester PW project.

At the July 14, 2021 Board meeting, the Board awarded a construction contract to CCL Contracting, Inc. in the amount of \$2,533,433 for the Manchester PW project.

**Manchester RW:** The Manchester Avenue/South El Camino Real Recycled Water Pipeline Extension (Manchester RW) project is located in Director Division 1 (Topolovac) and constructs approximately 1.4 miles of new 6-inch PVC recycled water pipeline to extend recycled water service to Manchester Avenue/South El Camino Real from Via Poco to

Tennis Club Drive in the City of Encinitas. A pre-project site survey identified 18 potential homeowner associations, schools, churches, houses of worship, and care facilities as new customers along the project alignment that can be converted from using potable water for irrigation to recycled water. This project will convert and save approximately 45 acre-feet/year of drinking water. The Manchester RW project is dependent on a recycled water supply connection with SEJPA.

Following a RFP process per Administrative and Ethics Code Section 6.9A for design services for the pipeline project, NV5 was selected on the strength of their proposal. At the September 12, 2018 meeting, the Board approved entering into a PSA with NV5 for the design of the Manchester RW project.

The draft Mitigated Negative Declaration (draft MND) and the Initial Study for the Manchester RW project were reviewed and released by the Board for public review on November 13, 2019 in compliance with CEQA requirements. A Notice of Availability was sent to the State Clearinghouse on December 1, 2019 to begin the consultation process with the responsible agencies. A mailer describing the project, including the announcement of the public comment period, an invitation to a neighborhood meeting, and setting the time and place for the public hearing was also sent to residents within 1,000 feet of the project on December 18, 2019. A neighborhood meeting was held January 7, 2020 at the Mira Costa College campus. The public hearing to consider comments on the draft MND was held at OMWD on January 15, 2020; however, no members of the public provided comments related to environmental impacts created by the Manchester RW project. The Board adopted a Resolution certifying the Final IS/MND on March 18, 2020.

Design efforts have continued with coordination efforts involving the City of Encinitas and Caltrans, as Caltrans' work on the North Coast Corridor/Interstate-5 Manchester Avenue Interchange Expansion has impacted the design of the Manchester RW project and the project schedule. Coordination efforts are wrapping up and staff anticipates bidding the construction of the Manchester RW in the next several months.

### **Fiscal Impact**

Funds for construction of the Manchester PW and Manchester RW Projects are included in the FY 21/22 annual budget. OMWD's Manchester RW project has been awarded a \$650,000 Proposition 84, Round 4 grant under the San Diego Integrated Regional Water Management Plan and \$750,000 in Department of Water Resources Proposition 1, Round 1 funding.

Manchester PW 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: **\$4,198,000**

Current Fiscal Year Appropriation: **\$3,885,000**

To Date Approved Appropriations: **\$4,198,000**

Target Project Completion Date: **May 2022**

Expenditures and Encumbrances as of July 22, 2021: **\$2,899,433**

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**

Manchester RW Project:

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

In which FY did this capital project first appear in the CIP budget? **2016**

Total Project Budget: **\$4,634,000**

Current Fiscal Year Appropriation: **\$3,916,500**

To Date Approved Appropriations: **\$4,634,000**

Target Project Completion Date: **June 2022**

Expenditures and Encumbrances as of July 22, 2021: **\$455,575**

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 construction of the Manchester PW and Manchester RW projects require geotechnical and materials testing services. To get better efficiency, services for both projects were combined into a single RFP. A RFP for geotechnical services was posted to OMWD's website in July 2021. A total of eight (8) proposals were received:

<b>Firm</b>	<b>Submitted Total Amount</b>	<b>Revised Total Amount</b>	<b>Selection Scores</b>
Ninyo & Moore	\$106,262	\$104,613	4.1
Christian Wheeler Engineering	\$177,252	\$113,300	4.0
Geocon Inc.	\$168,634	\$154,202	3.9
NV5	\$93,596	\$100,779	3.8
Nova Services	\$203,920	n/a	3.6
Atlas Technical Consultants	\$39,397	n/a	3.5
MTGL	\$44,125	n/a	3.1
CTE, Inc.	\$66,196	n/a	3.0

Please note: Proposals often include creative ideas of the individual consultant to improve scope of services requested by OMWD and resultant fee amounts are not always laterally comparable. Additionally, professional services are not considered Public Works Contracts similar to construction projects under the Public Contract Code.

Proposals were reviewed in accordance with Administrative and Ethics Code Section 6.9 A:

"For professional service contracts that are anticipated to be less than \$200,000, staff shall provide written or oral Requests for Proposals (RFPs) to at least two firms. A short form RFP is acceptable. No rating/interview panel is required."

In an effort to get a better "apples-to-apples" comparison, OMWD staff asked the top four (4) ranking firms to submit a standardized revised scope/fee. Follow up questions were presented to firms to clarify any outstanding items and to help make a final selection. An additional contingency of 15% (rounded to the nearest hundredth) was added to each submitted fee to cover unexpected costs related to the nature of the scope of work.

The engineer's estimate for the proposed professional work for the Manchester PW and Manchester RW projects are \$95,000 and \$99,300 respectively, for a combined estimate of \$194,300. These amounts were included in the individual project budgets as part of the



General Manager's Recommended Biennial Operating and Capital Budget for FY 21/22 approved by the Board on June 17, 2020 and further amended on June 16, 2021 as part of the Mid-term Budget Adjustments.

Ninyo & Moore was selected based on the strength of their proposal which included their approach to the work, their team qualifications, experience, and cost. Ninyo & Moore has familiarity with OMWD standards and recently completed the El Camino Real Pipeline Replacement project under a separate PSA. Additionally Ninyo & Moore has an existing PSA for as-needed geotechnical services which expires June 30, 2022.

The proposed agreement is attached for your information. Staff is available to answer any questions.

*Attachment(s):*

*Draft Professional Services Agreement for Geotechnical Services*

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR GEOTECHNICAL SERVICES**  
**FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT**

21AGRXXX  
D120040 and D120049

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 NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, a California corporation organized and operating in the State of California (hereinafter “NINYO & MOORE”).

**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 licensed geotechnical firm to provide Geotechnical Services on various projects within the District’s boundaries.
3. NINYO & MOORE is a geotechnical firm licensed to do business in the State of California with expertise in geotechnical engineering, environmental engineering, and materials testing.
4. The District desires to retain NINYO & MOORE to provide geotechnical services for the Manchester Avenue Potable Water Pipeline Replacement and Manchester Avenue Recycled Water Pipeline Projects.

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

1. Services to Be Performed. NINYO & MOORE agrees to perform geotechnical services for the Manchester Avenue Potable Water Pipeline Replacement and Manchester Avenue Recycled Water Pipeline Projects. The services to be provided by NINYO & MOORE

are more particularly described in the Scope and Cost Proposal attached hereto as Exhibit "A" and incorporated herein by reference. All work performed by NINYO & MOORE 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. NINYO & MOORE 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 NINYO & MOORE.

3. Price for Work. NINYO & MOORE agrees to perform all work described in Exhibit "A" for a total price not to exceed \$52,087 for the Manchester Avenue Potable Water Pipeline Replacement Project and \$52,526 for the Manchester Avenue Recycled Water Project. 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. NINYO & MOORE 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. NINYO & MOORE 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 NINYO & MOORE from time to time, as the District shall determine, in its sole discretion. NINYO & MOORE shall not commence any extra work without a written change order expressly approved by the District, in writing. Work performed by NINYO & MOORE 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 NINYO & MOORE. It is understood by the parties that NINYO & MOORE 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, NINYO & MOORE agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by a licensed geotechnical firm with expertise to provide Geotechnical Services and the other services described in the Scope and Cost Proposal attached as Exhibit "A". As a material term of this Agreement, NINYO & MOORE 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. NINYO & MOORE 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. NINYO & MOORE 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. NINYO & MOORE 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. NINYO & MOORE 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 NINYO & MOORE 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 NINYO & MOORE or its directors, officers, agents, employees, subcontractors, suppliers, or independent contractors.

9. Time for Completion of Services. As a material term of this Agreement, NINYO & MOORE agrees to complete all work and services required by this agreement by no later than September 30, 2022. 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 NINYO & MOORE. 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, NINYO & MOORE 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, NINYO & MOORE 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 NINYO & MOORE 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 NINYO & MOORE 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 NINYO & MOORE 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. NINYO & MOORE 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 NINYO & MOORE or any director, officer, agent, employee, subcontractor, independent contractor or representative of NINYO & MOORE. NINYO & MOORE shall pay all fees, costs,

expenses and fines necessary to clean-up or remediate any hazardous or toxic waste for which NINYO & MOORE is liable under this paragraph in strict accordance with all federal, state and local laws, rules and regulations at NINYO & MOORE's sole cost and expense. NINYO & MOORE 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 NINYO & MOORE is liable under this section, NINYO & MOORE 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 NINYO & MOORE 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 NINYO & MOORE 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, NINYO & MOORE 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, its has a financial interest other than the compensation provided in this agreement. As a material term of this Agreement, NINYO & MOORE 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. NINYO & MOORE 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 NINYO & MOORE shall constitute a material breach of this Agreement.



15. District Remedies for Breach. In the event NINYO & MOORE 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 NINYO & MOORE. 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, NINYO & MOORE agrees that specific performance is appropriate and reasonable given the unique and special services being performed by NINYO & MOORE 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 NINYO & MOORE 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 NINYO & MOORE'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 NINYO & MOORE'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, NINYO & MOORE 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, NINYO & MOORE 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, NINYO & MOORE 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 NINYO & MOORE employs or may employ in carrying out the work under this agreement.

16.3 Professional Liability Insurance. Following execution of this Agreement, and prior to commencement of any work, NINYO & MOORE shall provide the District with proof of professional liability insurance with an insurance provider licensed to do business in the State of California, providing \$1,000,000 of coverage per occurrence and \$2,000,000 minimum aggregate. This insurance shall have a deductible not to exceed \$5,000.

16.4 ACORD Certificate of Liability Insurance and Additional Insured Endorsements. All insurance required by Paragraph 16.1, 16.2, and 16.3 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, NINYO & MOORE'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. NINYO & MOORE 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 NINYO & MOORE to perform any work or services or to provide any materials required by this Agreement. However, NINYO & MOORE 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, NINYO & MOORE 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 NINYO & MOORE, including its directors, officers, employees, agents, subcontractors, sub-consultants, suppliers, independent contractors, or other persons and entities employed or utilized by NINYO & MOORE 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 NINYO & MOORE 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 NINYO & MOORE's obligation shall be limited as provided by Civil Code Section 2782.8 to the extent that the NINYO & MOORE 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. NINYO & MOORE warrants and represents that no District representative has made any oral representations

or oral agreements not contained in this Agreement. NINYO & MOORE further warrants and represents that NINYO & MOORE 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. NINYO & MOORE 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 NINYO & MOORE. 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: "NINYO & MOORE"  
Ninyo & Moore Geotechnical and Environmental Sciences Consultants  
Attn: Mark Cuthbert, P.E.  
5710 Ruffin Road  
San Diego, CA 92123  
Fax No. (858) 576-9600

To: "District"  
Olivenhain Municipal Water District  
Attn: Kimberly A. Thorner, General Manager  
1966 Olivenhain Road  
Encinitas, California 92024  
Fax No. (760) 753-5640



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

NINYO & MOORE

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

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

## 4 | Proposed Scope of Work

### MANCHESTER AVENUE POTABLE WATER PIPELINE REPLACEMENT PROJECT

Based on the project documents and our communications with you, we understand that the project will consist of installation of approximately 6,000 lineal feet (LF) of new 6-inch to 12-inch PVC pipeline and new service laterals and appurtenances along Manchester Avenue and adjoining streets. A geotechnical subsurface evaluation report prepared by Leighton Consulting, Inc. (dated September 6, 2018) was provided with the electronically distributed project documents. The report indicates that the site is generally underlain by existing pavements, previously placed fill materials, and young alluvial flood plain deposits over Delmar Formation. We understand that pipe zone stabilization, dewatering, and replacement of unsuitable soil excavated from portions of the alignment is anticipated.

Ninyo & Moore's services for this project will include providing geotechnical observation and testing during trench backfill operations, pavement subgrade preparation, and placement of asphalt concrete (AC) pavement sections. This proposal was prepared without a project construction schedule, however, based on our discussion with you we understand the selected contractor intends to run two crews to perform the work and they anticipate base paving each night. Our estimate assumes a production rate of approximately 150 lineal feet of trench, place bedding and pipe, backfill trench, and pave in a single shift for approximately 4,780 lineal feet of main and laterals per 8 hour night shift. Our estimate also includes the contractor performing approximately 100 lineal feet of trenching and backfill operations in a given day for approximately 1,160 lineal feet of main and laterals with our technician onsite approximately 4 hours per day shift.

### SCOPE OF SERVICES

We propose to provide construction services that will include geotechnical observations and materials testing services. We anticipate our construction related scope of services for this project to include the following:

- Attending a preconstruction conference, if requested.
- Field observation and in-place density testing during trench backfill operations, and subgrade preparation. The cost of compaction tests are included in the hourly rate.
- Laboratory testing of materials used for the earthwork operations. The tests to be performed are anticipated to include Proctor density and optimum moisture content determination and sand equivalent. Additional tests may be performed as appropriate.
- Field observation and in-place density testing during placement of AC pavement.
- Laboratory testing of materials used during AC pavement operations. The tests to be performed are anticipated to include Hveem stability and unit weight determination and percent asphalt. Additional tests may be performed as appropriate.
- Sampling and testing of fresh concrete by our ACI certified technicians.
- Providing compressive strength testing of the concrete samples in our in house laboratory.
- Engineering consultation and project management, including distribution of test reports.
- Preparation of final reports for geotechnical observation and laboratory materials testing services.

### ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions:

- Work will be performed Monday through Friday during nighttime hours as scheduled by the District CM.
- The project is subject to prevailing wages.
- If the average production rate varies from those previously stated field technician hours may need adjustment.
- Technician work shifts will be generally be limited to 8 hours or less so overtime hours are not anticipated. If shifts are to be extended, the assumed hours or hourly bill rate may need to be adjusted.

### **FEE ESTIMATE**

The geotechnical observation and materials testing services described herein will be provided on a time-and-expense basis accrued in accordance with the rate table provided in our current as-needed professional services agreement. The estimated fee for the services described is approximately \$45,300 (Forty Five Thousand Three Hundred Dollars). A breakdown of the fees associated with these services is presented in Table 1.

It should be noted that the performance of the subcontractors can substantially affect the duration of our services. This estimate is prepared without the benefit of a project construction schedule. After formulation of a construction schedule, estimated hours may be re-evaluated. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in the attached tables will be provided, based on time and materials, in accordance with the rate table provided in the current professional services agreement.

**Table 1 – Breakdown of Estimated Fee****Field Services**

Senior Field/Laboratory Technician	344 hours @	\$95.00 /hour	\$ 32,680.00
Field Vehicle and Equipment Usage	344 hours @	\$12.00 /hour	\$ 4,128.00
<b>Subtotal</b>			<b>\$ 36,808.00</b>

**Laboratory Analyses**

Proctor Density - D 1557	12 tests @	\$200.00 /test	\$ 2,400.00
Sand Equivalent, D 2419, CT 217	3 tests @	\$90.00 /test	\$ 270.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	3 tests @	\$215.00 /test	\$ 645.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	3 tests @	\$240.00 /test	\$ 720.00
Compression Tests, 6x12 Cylinder, C 39	16 tests @	\$25.00 /test	\$ 400.00
<b>Subtotal</b>			<b>\$ 4,435.00</b>

**Project Management, Technical Support, and Report Preparation**

Principal Engineer/Geologist	4 hours @	\$168.00 /hour	\$ 672.00
Senior Engineer/Geologist	12 hours @	\$164.00 /hour	\$ 1,968.00
Senior Staff Engineer/Geologist	10 hours @	\$141.00 /hour	\$ 1,410.00
<b>Subtotal</b>			<b>\$ 4,050.00</b>

<b>TOTAL ESTIMATED FEE</b>			<b>\$ 45,293.00</b>
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## MANCHESTER AVENUE RECYCLED WATER PROJECT

Based on the project documents and our communications with you, we understand that the project will consist of installation of approximately 8,700 lineal feet (LF) of new 6-inch PVC pipeline and appurtenances along Manchester Avenue and South El Camino Real. Our preliminary background review indicates that the site is generally underlain by existing pavements, previously placed fill materials, and young alluvial flood plain deposits. We anticipate that pipe zone stabilization and replacement of unsuitable soil excavated from portions of the alignment will be needed.

Ninyo & Moore's services for this project will include providing geotechnical observation and testing during trench backfill operations, pavement subgrade preparation, and placement of asphalt concrete (AC) pavement sections. This proposal was prepared without a project construction schedule. However, based on our communication with OMWD we are providing an estimate based on the assumption that typically one crew is performing the trench backfill, subgrade preparation, and paving operations at a rate of approximately 100 lineal feet per day. Our services would be performed on a periodic basis with our technician onsite 4 hours per day shift as scheduled by the District's construction managers (CM).

### SCOPE OF SERVICES

We propose to provide construction services that will include geotechnical observations and materials testing services. We anticipate our construction related scope of services for this project to include the following:

- Attending a preconstruction conference, if requested.
- Field observation and in-place density testing during trench backfill operations, and subgrade preparation. The cost of compaction tests are included in the hourly rate.
- Laboratory testing of materials used for the earthwork operations. The tests to be performed are anticipated to include Proctor density and optimum moisture content determination and sand equivalent. Additional tests may be performed as appropriate.
- Field observation and in-place density testing during placement of AC pavement.
- Laboratory testing of materials used during AC pavement operations. The tests to be performed are anticipated to include Hveem stability and unit weight determination and percent asphalt. Additional tests may be performed as appropriate.
- Sampling and testing fresh concrete by our ACI certified technician.
- Providing compressive strength testing of concrete samples in our in house laboratory.
- Engineering consultation and project management, including distribution of test reports.
- Preparation of final reports for geotechnical observation and laboratory materials testing services.

### ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions:

- Work will be performed Monday through Friday during typical day time construction hours as scheduled by the District CM.
- The project is subject to prevailing wages.
- This estimate is based on a minimum of one crew working per shift. Production is estimated at approximately 100 LF of pipe installed and backfilled per shift with a technician onsite periodically for 4 hours per shift, as scheduled by the District CM. If the average production rate varies from that assumed hours may need adjustment.
- Technician work shifts will be generally be limited to 8 hours or less so overtime hours will not be requested.

### FEE ESTIMATE

The geotechnical observation and materials testing services described herein will be provided on a time-and-expense basis accrued in accordance with the rate table provided in our current as-needed professional services agreement. The estimated fee for the services described herein is approximately \$45,700 (Forty-Five Thousand Seven Hundred Dollars). A breakdown of the fees associated with these services for is presented in Table 2.

It should be noted that the performance of the subcontractors can substantially affect the duration of our services. This estimate is prepared without the benefit of a project construction schedule. After formulation of a construction schedule, estimated hours may be re-evaluated. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in the attached tables will be provided, based on time and materials, in accordance with the rate table provided in the current professional services agreement.

Table 2 – Breakdown of Estimated Fee				
Field Services				
Senior Field/Laboratory Technician	348 hours @	\$95.00 /hour	\$	33,060.00
Field Vehicle and Equipment Usage	348 hours @	\$12.00 /hour	\$	4,176.00
<b>Subtotal</b>			<b>\$</b>	<b>37,236.00</b>
Laboratory Analyses				
Proctor Density - D 1557	12 tests @	\$200.00 /test	\$	2,400.00
Sand Equivalent, D 2419, CT 217	3 tests @	\$90.00 /test	\$	270.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	3 tests @	\$215.00 /test	\$	645.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	3 tests @	\$240.00 /test	\$	720.00
Compression Tests, 6x12 Cylinder, C 39	16 tests @	\$25.00 /test	\$	400.00
<b>Subtotal</b>			<b>\$</b>	<b>4,435.00</b>
Project Management, Technical Support, and Report Preparation				
Principal Engineer/Geologist	4 hours @	\$168.00 /hour	\$	672.00
Senior Engineer/Geologist	10 hours @	\$164.00 /hour	\$	1,640.00
Senior Staff Engineer/Geologist	12 hours @	\$141.00 /hour	\$	1,692.00
<b>Subtotal</b>			<b>\$</b>	<b>4,004.00</b>
<b>TOTAL ESTIMATED FEE</b>			<b>\$</b>	<b>45,675.00</b>



## EXHIBIT "B"

**Olivenhain Municipal Water District**  
**Request for Additional Work**  
**(Includes Authorization to Perform Additional Services and Inter-Task Transfers)**

Consultant name Ninyo & Moore Request # \_\_\_\_\_

Project name Manchester Avenue Potable Water Pipeline Replacement Project 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	\$0.00

Original Project Budget \_\_\_\_\_

Prior requests approved \_\_\_\_\_

This request \_\_\_\_\_

Revised Project Budget \_\_\_\_\_

Reason for requested change(s). please attach supporting documentation

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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 \_\_\_\_\_

D120049 \_\_\_\_\_ 21AGRXXX \_\_\_\_\_  
Workorder number(s) to charge OMWD Record No.

**Original to General Manager**

☐

Copies to

Originating Dept. ☐

Consultant ☐

Project Acct ☐

## EXHIBIT "B"

**Olivenhain Municipal Water District**  
**Request for Additional Work**  
**(Includes Authorization to Perform Additional Services and Inter-Task Transfers)**

Consultant name Ninyo & Moore Request # \_\_\_\_\_

Project name Manchester Avenue Recycled Water Pipeline Project 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	\$0.00

Original Project Budget \_\_\_\_\_

Prior requests approved \_\_\_\_\_

This request \_\_\_\_\_

Revised Project Budget \_\_\_\_\_

Reason for requested change(s), please attach supporting documentation

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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 \_\_\_\_\_

D120040 \_\_\_\_\_ 21AGRXXX \_\_\_\_\_  
Workorder number(s) to charge OMWD Record No.

**Original to General Manager**

☐

Copies to

Originating Dept. ☐

Consultant ☐

Project Acct ☐

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Jason P. Hubbard, Engineering Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER APPROVAL OF A 2-YEAR PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION (IEC) FOR AS-NEEDED HYDRAULIC MODELING SERVICES IN THE AMOUNT OF \$75,000 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 2-year Professional Services Agreement (PSA) with Infrastructure Engineering, Inc. (IEC) in the amount of \$75,000 for as-needed hydraulic modeling services and authorize the General Manager to sign on behalf of OMWD.

## Recommendation

Staff recommends approval of the PSA with IEC in the amount of \$75,000 for as-needed hydraulic modeling services.

## Alternative(s)

The Board could elect to:

- Direct staff to issue PSAs on a per-project basis
- Approve only the amount required for currently proposed projects
- Direct staff to issue a request for proposals for the as-needed work

## **Background**

The hydraulic model is a digital model of OMWD's potable and recycled water pipelines and distribution network simulating real-world situations without risk to the actual system. The hydraulic model can analyze the effects of adding or subtracting pipelines, and facilities (pump stations, pressure reducing station, etc.), model various demand conditions such as peak hour, max day plus fire flow, and minimum day demands and their effects on the system, and evaluate impacts to existing or proposed OMWD operations due to system changes, among other uses. In the mid-1980's Boyle Engineering Corporation (Boyle), who was OMWD's engineering consultant at the time, created the first modeling tool, called BNET. This model allowed for steady-state analysis of individual pressure zones only. During preparation of the 2000 Water Master Plan, Boyle created a new hydraulic model using H2ONet software, a more robust analytical tool that was able to perform modeling of the entire system, including the addition of the David C. McCollom Water Treatment Plant. This modeling tool was also used to determine the size of the facilities needed to serve projects such as the 4S Ranch and the Bridges communities, as well as sizing the transmission mains to deliver water to those developments. As the Boyle Water Division subsequently disbanded, OMWD engaged IEC in 2010 to prepare an updated hydraulic model using the InfoWater platform by Innovyze. This modeling tool utilizes EPANet and links to OMWD's GeoViewer Geographic Information System (GIS) database. The InfoWater model allows for more complex hydraulic and spatial analyses, including extended period simulations (to simulate water use in the vicinity of a fire, for example) and water age. IEC has been using this model since 2010 to evaluate proposed developments and fire flow analyses.

To obtain the most accurate results from the hydraulic model, the model must be calibrated. This involves the comparison of model results with actual system pressure measurements in the field from fire hydrants and making adjustments to the model parameters so the hydraulic analysis aligns with field conditions. OMWD's potable water hydraulic model was last calibrated in 2000 when OMWD was approximately 50% built-out. An update was initiated in 2008 but was not completed due to other priorities caused by the severe recession and the on-going drought. The recycled water systems in the Northwest and Southeast Quadrants have only been partially modeled and the recycled hydraulic model has never been calibrated. In addition to not being calibrated, many facilities have been added to OMWD's distribution networks not currently in the models. IEC has proposed an assessment of all of the systems to determine the scope of work to upgrade the models to reflect the current water networks. The assessment is \$7,000 for the potable water hydraulic model and \$5,050 for the recycled water hydraulic models.

In July 2018, OMWD entered into a 1-year PSA with IEC for as-needed hydraulic modeling services. The not-to-exceed amount was \$35,000 which was within the General

Manager's signing limits. Amendment No.1 was a no-cost contract extension bringing the agreement expiration date to June 30, 2020 and was approved by the General Manager. Amendment No.2 was a no-cost contract extension bringing the agreement expiration date to December 31, 2020 and was approved by the General Manager. In October 2020, Amendment No.3 was approved by the General Manager, providing an additional \$14,999 in anticipation of beginning the Hydraulic Model Assessment project. To date, nine (9) Task Orders in the amount of \$38,825 have been issued from the 2018 PSA for the analysis of three (3) OMWD projects and six (6) developer projects.

While there are funds remaining in the 2018 PSA, staff determined it would be best practice to issue a new 2021 PSA to reflect IEC's current billing rates. Task Orders for the Hydraulic Model Assessment project in the amount of \$12,050 would be issued from the 2021 PSA. Additional Task Orders would be issued for upcoming developer projects requiring hydraulic modeling for fire flows. These anticipated projects include:

Developer Projects	Estimated Cost
Sage Canyon Apartments	\$5,500
Manchester Apartments	\$6,500
Greystar (Manchester Strawberry Fields)	\$7,500
Extension 254 Aliso Canyon	\$6,000
Belmont Senior Care	\$6,000
Estimated Subtotal	\$31,500

Summary of Projects	Estimated Cost
Developer Projects	\$31,500
Hydraulic Model Assessment Project	\$12,050
Contingency	\$31,450
Total	\$75,000

### **Fiscal Impact**

All funding for this new agreement will come from ongoing or proposed Capital Improvement Projects, owner developer projects (WFO), and customer requests.

### **Discussion**

For both the 2018 PSA and the proposed 2021 PSA, OMWD has an As-Needed Hydraulic Modeling Agreement with IEC per OMWD's Administrative and Ethics Code Section 6.9D Professional Services Contracts Selection Policy:

“Where it is apparent that an RFP process would be incongruous and would not result in an advantage to the District, an exception to the foregoing processes may be granted. Exceptions may include where the staff is looking for a particular skill or ability, or where a consultant is already providing current services for the District and there would be economies and efficiencies of scale by continuing with the consultant. Emergencies are also exempted from the RFP process. Staff shall consult with the General Manager and his/her designee prior to commencing the selection process in order to review if the exception to the standard procedures is warranted.”

OMWD sole-sourced these PSAs to IEC as they had previously provided the same services for OMWD. IEC currently holds OMWD’s pipeline schematics, hydraulic model and corporate knowledge of OMWD’s system model. IEC is also one of the few companies in the immediate area providing hydraulic modeling.

Staff is available to answer questions.

*Attachment(s):  
Draft Professional Service Agreement*



**PROFESSIONAL SERVICES AGREEMENT**  
**FOR AS-NEEDED HYDRAULIC MODELING SERVICES**  
**FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT**

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 Infrastructure Engineering Corporation, a California corporation organized and operating in the State of California (hereinafter “IEC”).

**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 licensed engineering consulting firm to provide as-needed hydraulic modeling and analysis within the District’s service area.
3. IEC is a licensed multi-discipline engineering firm in the State of California with expertise in hydraulic studies and analysis as related to the demands of the District.
4. The District desires to retain IEC to provide as needed hydraulic modeling and analysis.

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

1. **Services to Be Performed.** IEC agrees to perform all work and services on a time and materials basis in strict accordance with the work described in the Rate Sheet attached hereto as Exhibit “A” and incorporated herein by reference. All work performed by IEC 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. IEC 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 IEC.

3. Price for Work. IEC agrees to perform all work described in each task order for a total price not to exceed \$75,000. 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. Price for work will be determined by task orders issued by the District.

4. Payment for Work. IEC 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 the 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 "B". All bills shall be subject to review and approval by the District, in its sole discretion. Fees and costs approved by the District will be paid by the District within thirty (30) days from receipt of a written invoice or bill containing all of the information required by this paragraph. The District shall have no obligation to pay for any work not expressly approved by the District. IEC shall promptly provide the District with any additional information requested by the District from time to time to support any bills that have been received. The District shall have the right, at any time, to audit the books and records of IEC to verify any items billed to the District. IEC agrees to provide the District with any information requested by the District by no later than seven (7) days following receipt of a written request for this information from the District.

5. As-needed Work. The District may request as-needed work or services from IEC from time to time, as the District shall determine, in its sole discretion. IEC shall not commence any extra work without a written task order expressly approved by the District, in writing. Work performed by IEC without an approved task 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 IEC. It is understood by the parties that IEC 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 task order has been executed by the parties. Attached as Exhibit B is the Task Order 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, IEC agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by a licensed engineering firm having special expertise and competence in hydraulic modeling and analysis project management and administration, utility coordination, design survey work, geotechnical evaluation, corrosion design services and in the preparation of plans, specifications and construction cost estimates. As a material term of this Agreement, IEC 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. IEC 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. IEC 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. IEC 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. IEC 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 IEC 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 IEC or its directors, officers, agents, employees, subcontractors, suppliers, or independent contractors.

9. Time for Completion of Services. As a material term of this Agreement, IEC agrees to complete all work and services required by this Agreement by no later than July 31, 2023. 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 IEC. 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, IEC 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, IEC 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 in amounts determined appropriate by the District 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 IEC 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 IEC 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. IEC 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 IEC or any director, officer, agent, employee, subcontractor, independent contractor or representative of IEC. IEC shall pay all fees, costs, expenses and fines necessary to clean-up or remediate any hazardous or toxic waste for which IEC is liable under this paragraph in strict accordance with all federal, state and local laws, rules and regulations at IEC’s sole cost and expense. IEC 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 IEC is liable under this section, IEC shall also defend, indemnify and hold harmless the District and its directors, officers, agents, and employees from all liability claims, actions, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense, all expert fees and costs, all District staff time, and all attorney's fees, upon written demand for indemnity from the District. Any defense of the District shall be with legal counsel acceptable to the District in its sole discretion.

12. Independent Contractor. As a material terms of this Agreement, it is expressly agreed between the parties that IEC 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 IEC 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. As a material term of this Agreement, IEC agrees it is not an agent or employee of the District and the District shall not be liable in any way for any of its acts or omissions or those of its directors, officers, agents, employees or subcontractors, whether negligent or intentional.

13. Safety of Employees and the Public. IEC shall be solely liable and responsible for ensuring the safety of all members of the public and all employees of IEC in performing any of the work. The District will not be liable or responsible for injury or damage to any member of the public or any employees of IEC arising from performance of any of the work.

14. Limitations on Authority of Consultant. IEC has been informed, and understands, that it has no authority to alter any of the terms or provisions of any contracts executed by the District or to alter any of the requirements contained in any plans or specifications or Contract Documents approved by the District. Only the general manager of the District has the authority to alter or modify any of the terms or provisions of any contract or to approve any changes in any plans or specifications approved by the District. IEC and its directors, officers, agents, subcontractors, and employees are hereby expressly prohibited from informing anyone at any time

that any change to any contract executed by the District is acceptable or in authorizing any change in any approved plans without the expressed prior written consent of the general manager of the District.

15. Responsibility For Losses and Damages Arising From Work. IEC shall be solely responsible for all liability, claims, causes of action, demands, losses, costs, fees, expenses, and damages, of whatever type or nature, caused, or claimed to be caused, in whole or in part, by the negligence or intentional misconduct of IEC or its directors, officers, agents, employees, or subcontractors arising from or related to performance of any of the work.

16. Conflicts of Interest Prohibited. As a material terms of this Agreement, IEC 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, IEC 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. IEC agrees not to secure any economic interest during the performance of this Agreement which conflicts with its duties to the District under this Agreement.

17. Breach. The breach of any term or provision of this Agreement by IEC shall constitute a material breach of this Agreement.

18. District Remedies for Breach. In the event IEC 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:

18.1 Unilateral Termination. Unilaterally terminate this Agreement by written notice to IEC. Upon election of this remedy by the District, paragraph 10 governing unilateral termination shall apply; or



18.2 Specific Enforcement. Enforce any provision of this Agreement by specific performance. If this remedy is elected by the District, IEC agrees that specific performance is appropriate and reasonable given the unique and special services being performed IEC 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

18.3 File suit against IEC 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

18.4 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, to correct any labor or materials found defective by the District, or to pay any claims or actions caused, or claimed to be caused, in whole or in part, the negligence or intentional misconduct of IEC or its directors, officers, agents, employees or subcontractors.

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 found defective by the District, 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.

19. Insurance. At all times during the term of this Agreement, IEC shall maintain workers compensation insurance, a commercial general liability insurance policy, and professional liability insurance in strict accordance with all terms of this paragraph. The insurance required by this paragraph shall be provided as follows:

19.1 Workers Compensation Insurance. Immediately following execution of this Agreement and prior to commencement of any work by IEC, IEC shall provide the District with certificates of insurance showing that IEC has obtained, for the full period of this Agreement, workers compensation insurance coverage for no less than the statutory limits covering all persons whom IEC employs or may employ in carrying out any work under this Agreement. This workers

compensation insurance shall remain in full force and effect at all times during performance of any work required by this Agreement; and

19.2 Liability Insurance. Promptly following execution of this Agreement, and prior to commencement of any work, IEC shall provide the District with certificates of insurance and such endorsements as may be required by the District, demonstrating that IEC has in full force and effect a broad form commercial general liability insurance policy or policies covering bodily injury, property damage, products-completed operations, and personal injury in an amount of not less than \$2,000,000.00 per occurrence with a deductible not to exceed \$25,000 (not more than \$25,000). This liability insurance policy or policies shall be with an insurance company licensed to do business in the State of California and acceptable to the District. All liability insurance shall include an occurrence coverage and shall include a “cross-liability” or “severability of interest” clause. The insurance certificate and any endorsements shall be non-cancelable without thirty (30) days prior written notice to the District; and

19.3 Automobile Insurance. Promptly following execution of this Agreement and prior to commencement of any work, IEC shall provide the District with certificates of insurance and such endorsements as may be required by the District, demonstrating that IEC has in full force and effect an automobile liability policy in an amount of not less than \$2 million per occurrence with a deductible not to exceed \$25,000 (not more than \$25,000). This automobile liability policy shall include each of the following types of coverage: (1) comprehensive form including loading and unloading; (2) owned; (3) hired; (4) non-owned. This automobile liability insurance policy shall be with an insurance company licensed to do business in the State of California and acceptable to the District. The insurance certificate and any endorsements shall be non-cancelable without thirty (30) days prior written notice to the District; and

19.4 Professional Liability Insurance. Promptly following execution of this Agreement, and prior to commencement of any work by IEC, IEC shall provide the District with a certificate or certificates evidencing that IEC has professional liability insurance in a limit of not less than \$1,000,000.00 with an insurance company licensed to do business in the State of California and acceptable to the District. This insurance shall have a deductible not to exceed \$25,000 (not more than \$25,000).

The District shall be named as additional named insureds on all policies required by this paragraph except the professional liability policy. The insurance afforded to the District shall be primary insurance. If the District has other insurance which might be applicable to any loss, the amount of the insurance provided under this section shall not be reduced or prorated by the existence of such other insurance.

20. Job Site Safety. IEC shall be solely liable and responsible for the job site safety and 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 IEC to perform any work or services or to provide any materials required by this Agreement. However, IEC shall not be liable or responsible for job site safety for any workers or agents employed by any construction contractor performing any work for the District on any construction project.

21. Indemnity. As a material term of this Agreement, except for design services as provided in the next paragraph, IEC agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all claims, causes of action, suits, actions, damages, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorney fees, caused in whole or in part, or claimed to be caused in whole or in part, by the action, inaction, passive or active negligence, or intentional misconduct of IEC or its directors, officers, employees, agents, subcontractors, sub-consultants, suppliers, or independent contractors, except claims and causes of action caused by the sole active negligence or intentional misconduct of the District or its directors, officers, employees or agents. 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 party shall be entitled to appoint their own independent counsel to represent them, and IEC agrees to pay all reasonable attorneys fees, expert fees and costs, District staff time and litigation costs associated with this defense within thirty (30) days of any billing.

The indemnity provision contained in this paragraph shall apply only to licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing

architectural, landscape architectural, engineering or surveying work as part of this contract. Otherwise, the indemnity provision contained in the paragraph above shall apply. For the types of services described in this paragraph IEC agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all liability, claims, causes of action, suits, actions, damages, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorneys fees, for all claims and causes of action that arise out of, pertain to, or relate to the active or passive negligence, recklessness, or willful misconduct of IEC or its directors, officers, employees or agents, except claims and causes of action caused by the sole active negligence or intentional misconduct of the District or its directors, officers, employees or agents. 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 IEC agrees to pay all reasonable attorneys fees, expert fees and costs, District staff time and litigation costs associated with this defense within thirty (30) days of any billing.

22. Miscellaneous Provisions.

22.1 California Law Governs. This Agreement shall be governed by California law.

22.2 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.

22.3 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.

22.4 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.

22.5 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. IEC warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement. IEC further warrants and represents that IEC 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. Parol evidence shall not be admissible at any time to alter, modify, amend, vary or change any term or provision of this Agreement.

22.6 Prohibition on Assignment. IEC 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.

22.7 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.

22.8 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.

22.9 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.

22.10 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.

22.11 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.

22.12 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 IEC. No third parties shall be construed as beneficiaries of any term, covenant or provision of this Agreement.

22.13 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.

22.14 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: "IEC"

Infrastructure Engineering Corporation  
Attn: Robert Weber, President  
14271 Danielson St.  
Poway, CA 92064  
Facsimile No. (858) 413-2440

To: "District"

Olivenhain Municipal Water District  
Attn: Kimberly A. Thorner, General Manager  
1966 Olivenhain Road  
Encinitas, California 92024  
Facsimile No. (760) 753-5640



22.15 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

IEC

By: \_\_\_\_\_  
Robert Weber  
President

## EXHIBIT A



# 2021 HOURLY CHARGE RATE & EXPENSE REIMBURSEMENT SCHEDULE

### ENGINEERING

Engineering Intern/Technician.....	\$ 90
Engineering Coordinator.....	\$ 105
CADD Designer I/Engineer I.....	\$ 140
CADD Designer II/Engineer II.....	\$ 155
CADD Designer III/Engineer III.....	\$ 165
Project Designer.....	\$ 170
Senior Designer/Project Engineer.....	\$ 180
SCADA Specialist.....	\$ 185
Senior Project Engineer.....	\$ 195
Project Manager.....	\$ 230
Senior Project Manager.....	\$ 240
Principal.....	\$ 270

### SURVEYING

Survey Assistant I.....	\$ 130
Project Surveyor.....	\$ 150
Principal Surveyor.....	\$ 180
Field – 1 Person*.....	\$ 180
Field – 2 Person Crew*.....	\$ 270

### \*CONSTRUCTION

Assistant Labor Compliance Coordinator.....	\$ 120
Senior Labor Compliance Coordinator.....	\$ 145
Assistant CM Coordinator.....	\$ 120
CM Coordinator.....	\$ 130
Senior Construction Inspector.....	\$ 160
Resident Engineer.....	\$ 170
Construction Manager.....	\$ 205
Senior Construction Manager.....	\$ 215

### ENVIRONMENTAL

Intern/Technician.....	\$ 85
Technical Editor.....	\$ 115
Env Specialist I/Project Coordinator I.....	\$ 130
Graphic Artist.....	\$ 125
Lead Technical Editor.....	\$ 135
Env Specialist II/Project Coordinator II.....	\$ 150
Env Specialist III/Project Coordinator III.....	\$ 160
Project Manager.....	\$ 220
Senior Project Manager.....	\$ 240
Principal.....	\$ 255

### PROGRAM MANAGEMENT

Assistant Program Manager.....	\$ 160
Program Manager.....	\$ 175
Senior Program Engineer.....	\$ 185
Senior Program Manager.....	\$ 195
Principal.....	\$ 270

### FLOW MONITORING

Field Technician I.....	\$ 85
Field Technician II.....	\$ 105
Field Technician III.....	\$ 115
Field Supervisor.....	\$ 135
Field Operations Manager.....	\$ 165
Project/Data Manager.....	\$ 185

### ADMINISTRATIVE

Word Processor/Administrative Support.....	\$ 105
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Subconsultants will be billed at cost plus 10% unless specified otherwise in the agreement.

Rates will be subject to annual adjustment.

\* Field personnel rates are inclusive of vehicle, mileage, phone, computer, survey equipment, etc. Inspection rates shown are for prevailing wage projects. Inspection rates for overtime are \$30 dollars an hour more than the listed rate.

### Reimbursable Costs

Reproduction, special photography, postage, delivery services, express mail, printing, travel, parking, and any other specialty services performed by subcontractor will be billed at cost plus 15%.

Mileage will be billed at the current IRS allowed rate.

EXHIBIT B

Olivenhain Municipal Water District  
Task Order Request  
Agreement #

Consultant: \_\_\_\_\_

Task Order # \_\_\_\_\_

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

Date Required: \_\_\_\_\_

Project Task	Task Amount
Total Task Order Amount	\$

Original Agreement Budget	\$
Prior requests approved	\$
This request	\$
Total to date used Budget	\$

Description of requested task order please attach supporting documentation:

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Signature of consultant representative: \_\_\_\_\_ Date: \_\_\_\_\_

Consultant representative's email address: \_\_\_\_\_

Email to Tess Garnica at [tgarnica@olivenhain.com](mailto:tgarnica@olivenhain.com) or mail to 1966 Olivenhain Rd., Encinitas, CA. 92024

OMWD Use Only

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Date

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Geoff Fulks, Operations Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER PRESENTATION ON ENTERPRISE ASSET MANAGEMENT WORK ORDER BACKLOG (INFORMATIONAL ITEM)**

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## Purpose

The purpose of this item is to provide the Board with an update on Work Order backlog as tracked in the Enterprise Asset Management (EAM) system.

## Recommendation

This is an informational item; no action is required. This is an annual report to the Board which has been presented since 2013.

## Alternative(s)

Not applicable; informational item only.

### **Background**

This item is part of the ongoing effort to inform the Board on the status of Work Order backlog in the Operations Department (Construction, System Operations, Water Treatment Plant, Water Reclamation Facility, and Technical Services).

### **Fiscal Impact**

There are no costs directly associated with this informational report.

### **Discussion**

Staff will review the attached presentation at the August 18 meeting and respond to any questions.

*Attachment(s):*

*EAM Work Order Backlog Update PowerPoint Presentation*

# EAM WORK ORDER BACKLOG UPDATE

August 18, 2021



# Enterprise Asset Management

- Enterprise asset management (EAM) is the process of managing the lifecycle of physical assets
- Purpose of EAM software:
  - Prioritizes rehabilitation and replacement needs
  - Reduces downtime and emergency repairs
  - Demonstrates to the community that we are being good stewards of our rate payers' investments
  - Increases system knowledge



# Work Defined in EAM

- OMWD utilizes Infor's EAM software to track activities (work) performed on infrastructure, systems, and equipment
- Activities categorized as:
  - Preventative Maintenance (PM): routine scheduled maintenance and inspections
  - Corrective Maintenance (CM): unplanned repair or replacement

# Factors Contributing to Backlog

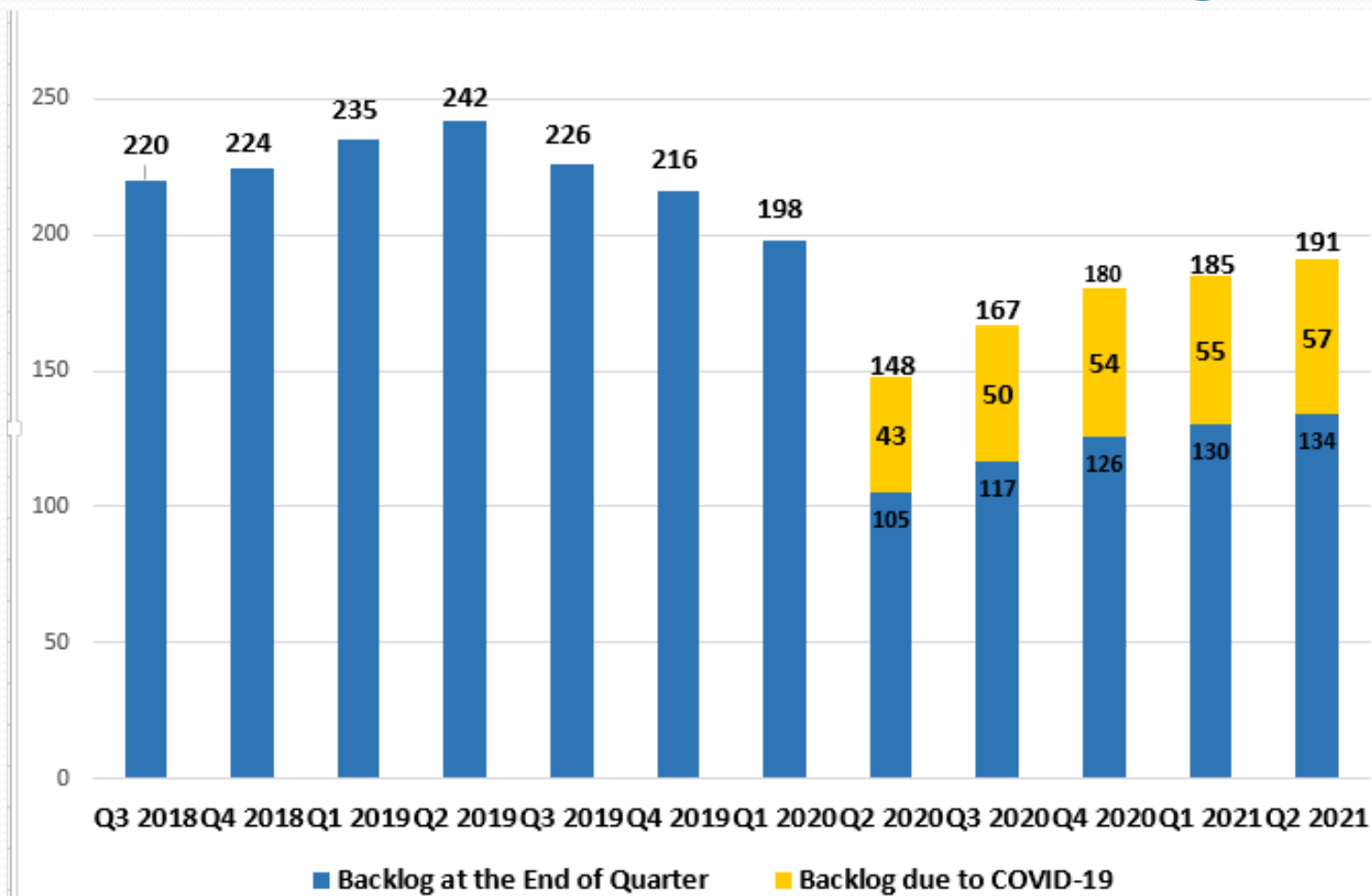
- Competing priorities
  - CM activities take priority over PM activities
  - Capital Improvement Project (CIP) execution; annual objective support
- Staffing levels and experience
  - Newer employees due to retirements or vacancies
  - COVID-19 (frozen positions, temporary staff unavailable, separated staffing schedules)
- Aging infrastructure
  - Breaks and leaks on service lines, distribution and transmission mains, gravity and force-main sewer pipelines
  - Valve and appurtenance failures
  - Plant and systems equipment reaching end-of-life

# Construction Department Workload

- Primary focus on CM repair or replacement work
  - Valve Replacements
  - Main and service laterals
  - Hydrants
  - Construction support
  - Fleet



# Construction Backlog

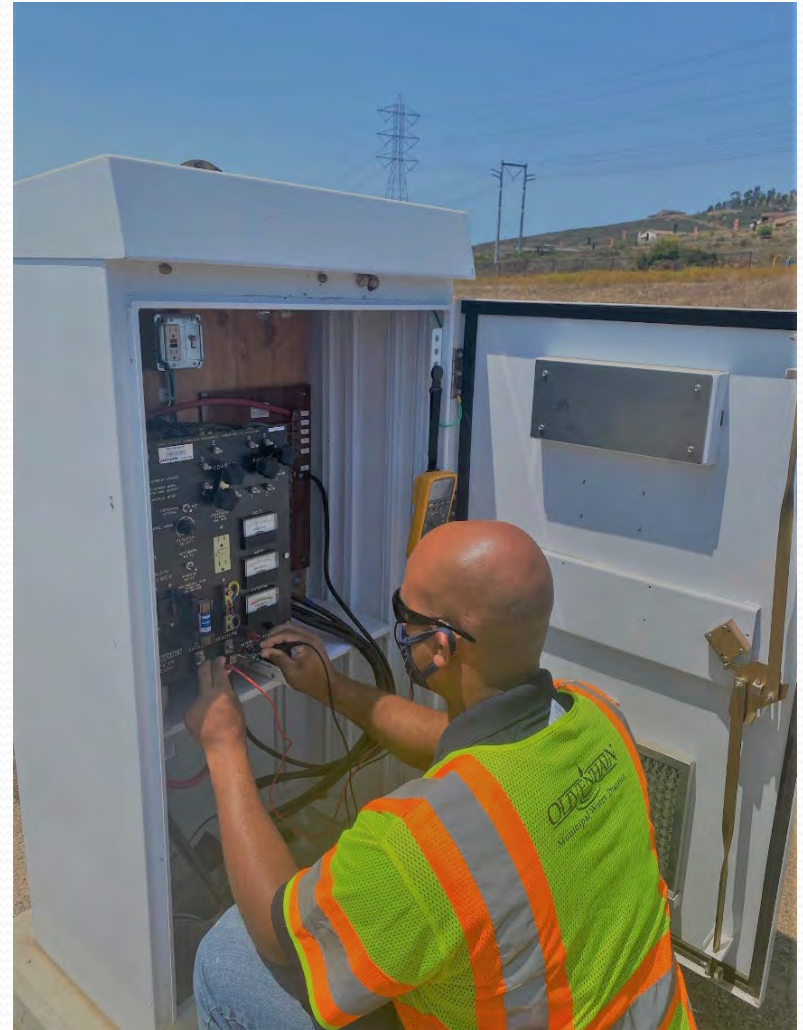


# System Operations Department Workload

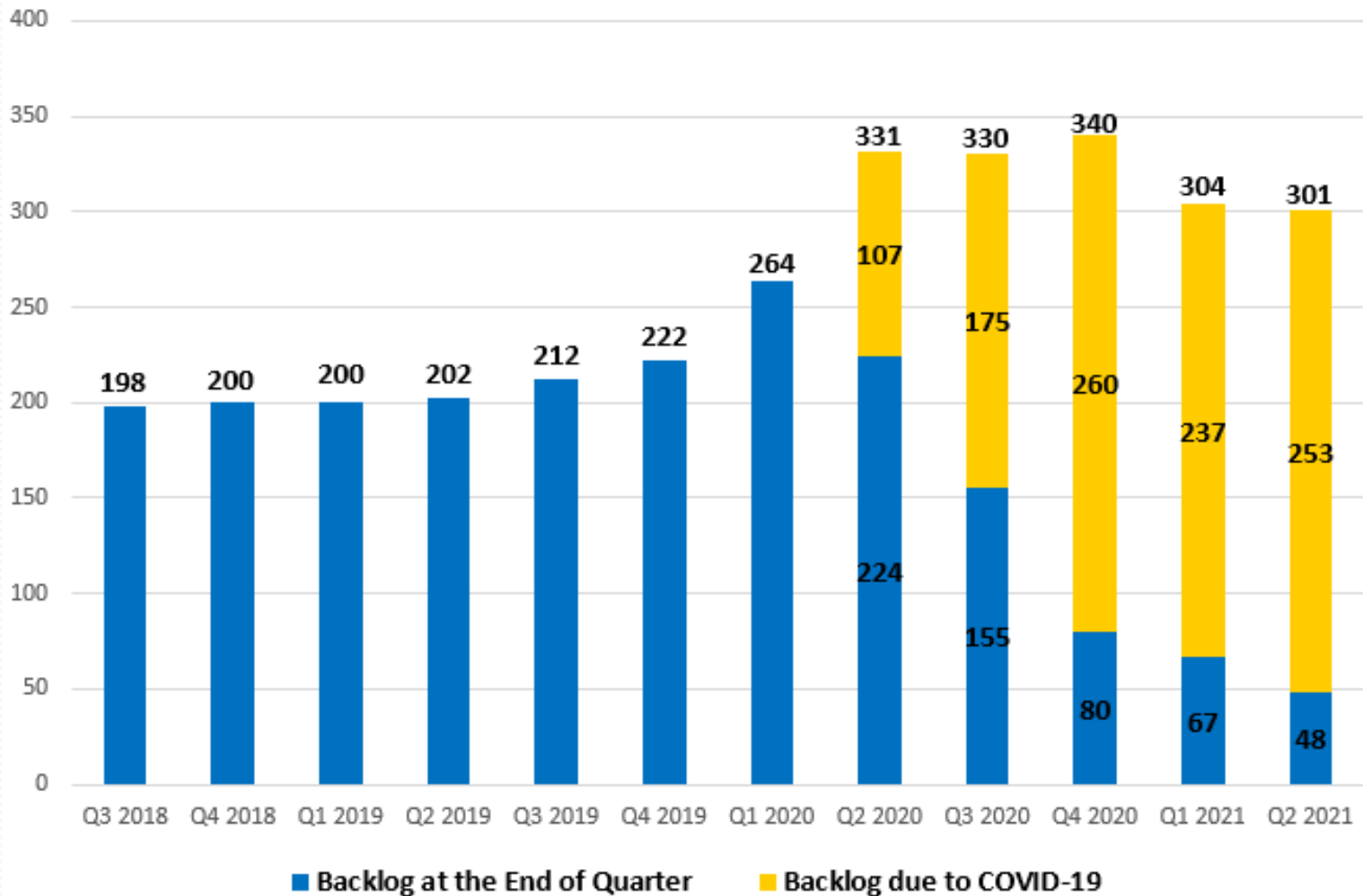
- Potable and recycled pump stations, pressure reducing stations and flow control facilities
- Cathodic protection
- Water quality monitoring and sampling
- Valves, hydrants and appurtenances
- Reservoirs







# System Operations Backlog



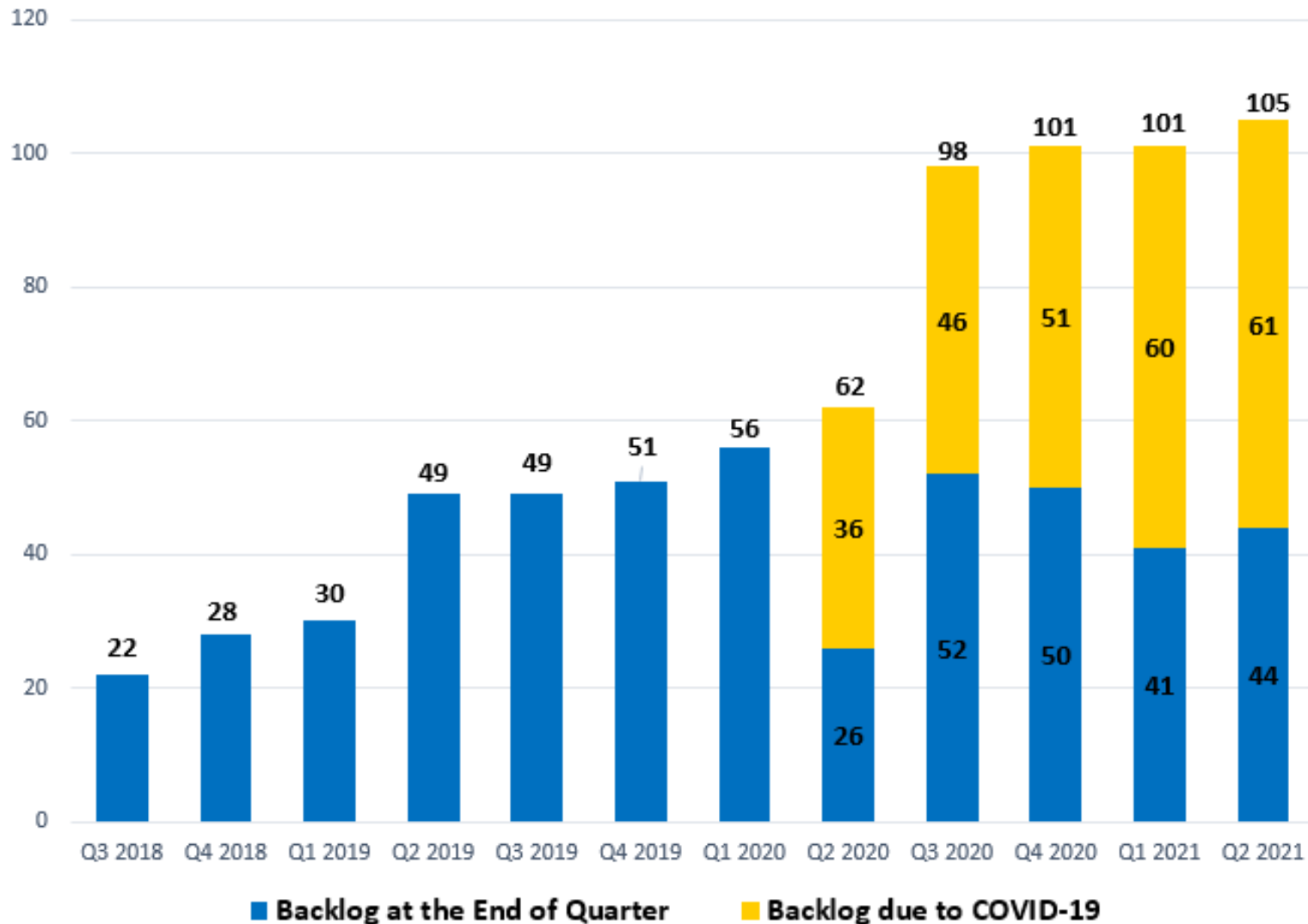


# Tech Services Department Workload

- Generators, electrical panels, switchgear
- Pumps, motors, variable frequency drives
- Instrumentation devices, programmable logic controllers, radios
- SCADA and enterprise network communication hardware and software
- Computer, mobile device, phone system user, and cybersecurity training/support
- Software support: CIS, GP, Paramount, RoseASP, GIS, EAM



# Tech Services Backlog



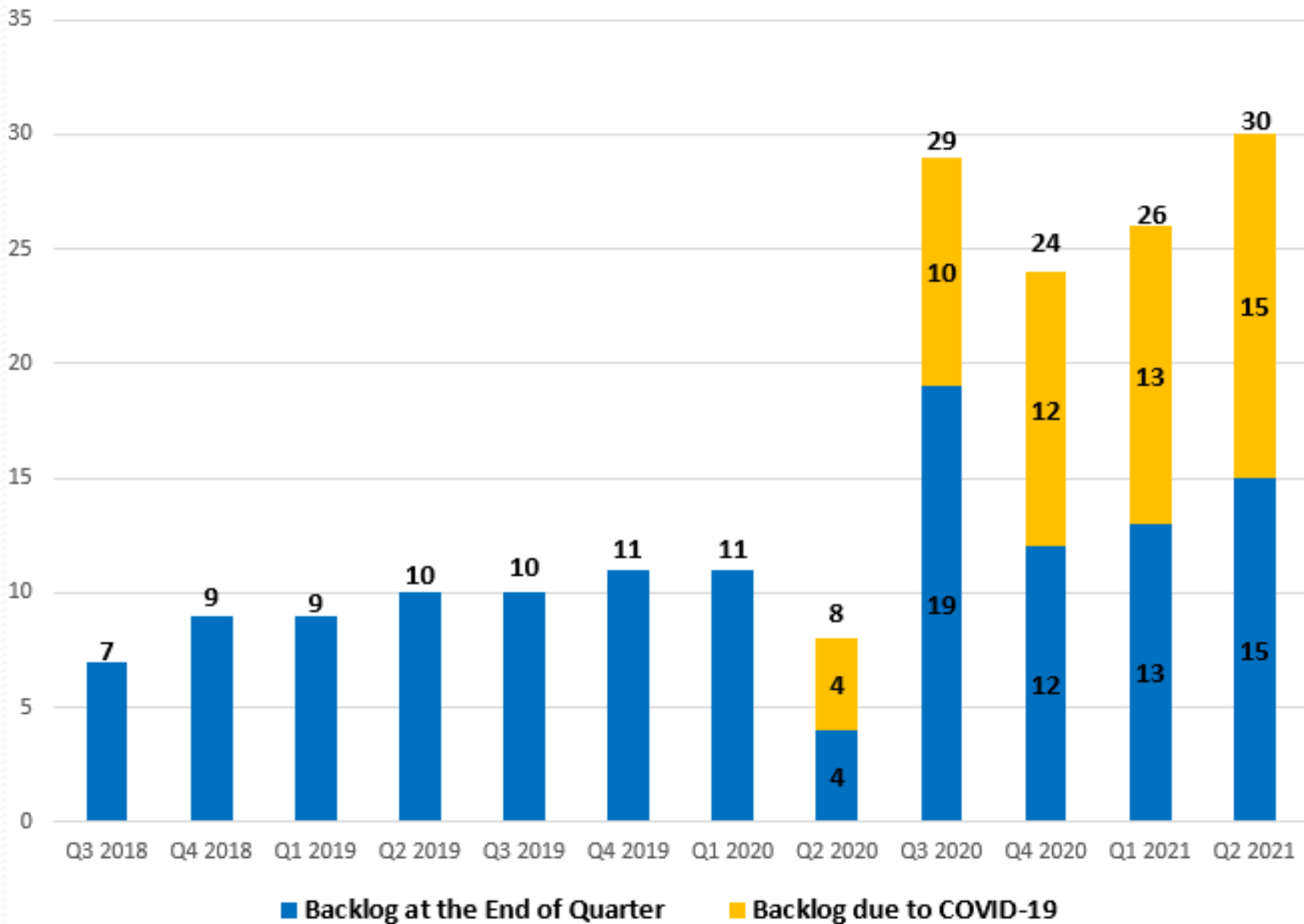
# Water Treatment Plant Workload

- Plant equipment maintenance and data collection
- Water quality monitoring (Regulatory and Process Control sampling and analysis)
- Instrumentation maintenance and calibration
- Membrane replacements and primary mover equipment upgrades





# Water Treatment Plant Backlog



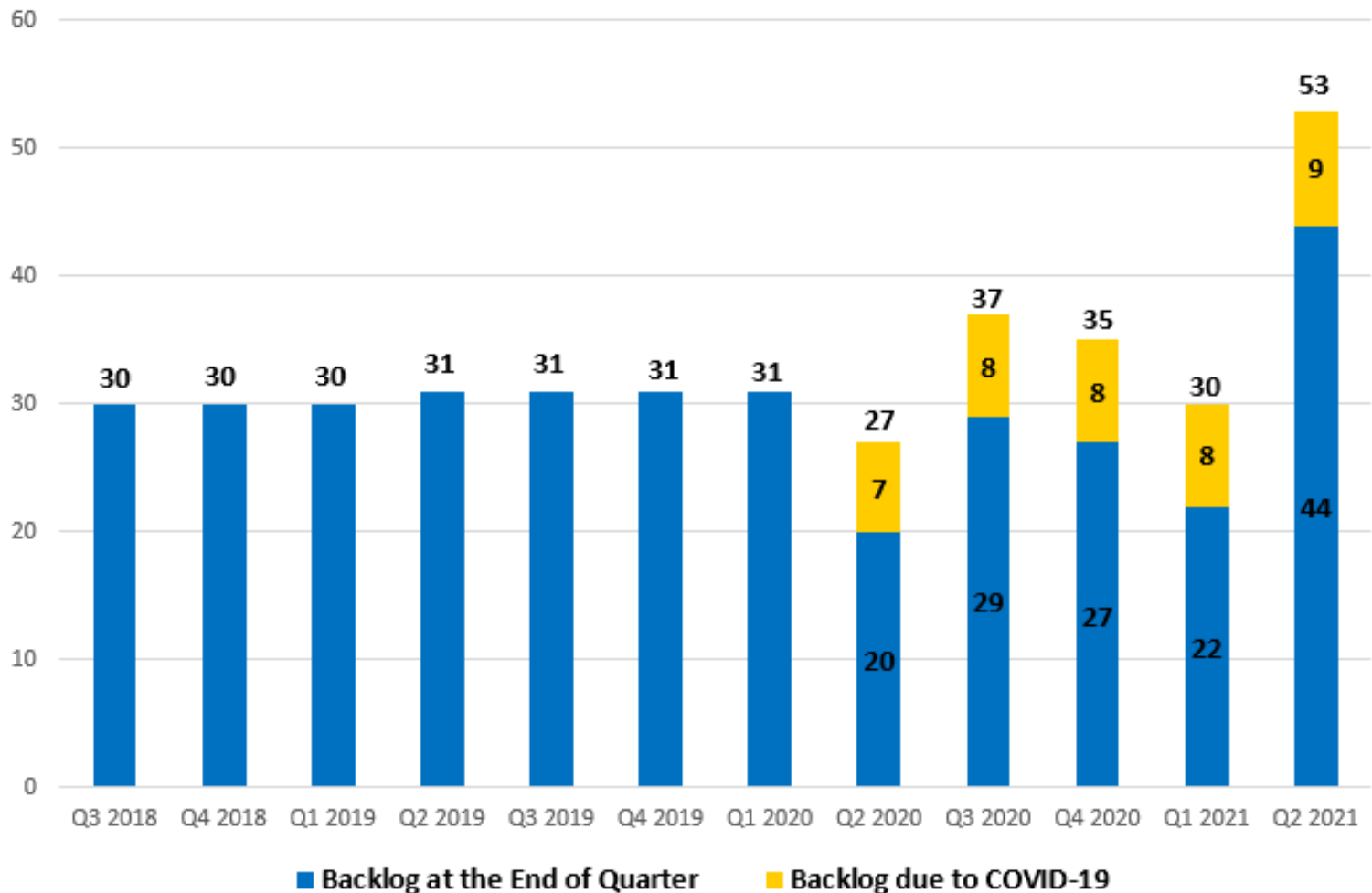
# Water Reclamation Facility Workload

- Sewer collection system inspections: pump stations, manholes, gravity and force main systems
- Plant equipment data collection
- Water quality monitoring (Regulatory and Process Control sampling and analysis)
- Instrumentation maintenance and calibration
- Primary mover equipment upgrades
- Cross Connection and Backflow





# Water Reclamation Facility Backlog





# What does this tell us?

- Is this an acceptable amount of backlog?
- Industry Standards / Performance Metrics?

# Summary

- Competing priorities:
  - CM activities taking priority over PM programs
  - CIP execution
- Staffing levels
- COVID-19 impacts – split shifts

# Questions?

# Memo

Date: August 18, 2021  
To: Olivenhain Municipal Water District Board of Directors  
From: Geoff Fulks, Operations Manager  
Via: Kimberly A. Thorner, General Manager  
Subject: **CONSIDER AWARD OF A CONTRACT WITH PIPERIN CORPORATION IN THE AMOUNT OF \$384,500 FOR THE VALVE REPLACEMENT PROJECT EXCAVATION AND PAVING SUPPORT SERVICES FISCAL YEAR 2021-2022 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 award of a contract with Piperin Corporation in the amount of \$384,500 for the FY 2021-2022 Valve Replacement Project Excavation and Paving Support Services and authorize the General Manager to sign on behalf of the Olivenhain Municipal Water District (OMWD).

## Recommendation

Staff recommends award of a contract and authorization for the General Manager to sign the contract on behalf of OMWD.

## **Alternatives**

The Board could reject the bid and direct staff to re-bid the project. The Board could choose to delay repairs and replacement of broken and non-functioning infrastructure. The Board could direct staff as otherwise deemed appropriate.

## **Background**

When functional, valves throughout the 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 customers. The Valve Replacement Project (VRP) has been identified as an OMWD Annual Objective to keep pace with the anticipated valve failure rate, and to reduce the broken valve backlog.

Through detailed study, staff has determined that the use of contractors to perform excavation, backfill, and paving while leaving the complex shutdowns, mechanical work and customer interactions to staff has been the most cost effective and efficient approach to valve replacements.

A public pre-qualification process was conducted in April 2021. Four (4) contractors submitted pre-qualification applications:

- CE Wilson Corporation
- LB Civil Construction
- Piperin Corporation
- Paul Hansen Equipment

Of the four (4), only three (3) contractors met the qualifications required, which includes the development of detailed specifications and rigorous standards which must be met by the contractors before they bid on the project. Using this process has minimized the risk of poor quality work which may have ultimately manifested itself in negative impacts to customers and increased costs to OMWD.



### **Fiscal Impact**

This contract supports the VRP Excavation and Paving Support Services program for FY 2021-2022.

Is this a Multi Fiscal Year Project? Yes

In which Fiscal Year did this project begin? 2013

Total Project Budget: \$1,044,000

Current Fiscal Year Appropriation: \$1,044,000

To Date Approved Appropriations: \$1,044,000

Target Project Completion Date: 6/30/2022

Expenditures and Encumbrances as of Aug. 10, 2021: \$11,859.40

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**

For FY 2021-2022, staff developed a project with a scope of 36 valves in Encinitas and Solana Beach. In order to replace 36 valves, approximately 20 different shutdowns will take place. Along with the contractor, staff from the Construction, System Operations, and Field Services departments will handle coordination and execution of each shutdown.

The Notice Inviting Bids for the FY 2021-2022 project was delivered to the three (3) pre-qualified contractors on July 22, 2021 with a bid opening on August 9, 2021. Three (3) bids were received from the three (3) pre-qualified contractors on the project. The most responsive and responsible bidder for the FY 2021-2022 contract, Piperin Corporation, had an average cost of \$10,681 per valve as shown below:

<b>FY 2021-2022 Valve Replacement Project Bids</b>			
Contractor	Bid Amount	# Valves	Average Cost Per Valve as Bid*
Piperin Corporation	\$384,500	36	\$10,681

\* Based on bid amount only; not inclusive of materials, outside services, and force account labor.

Detailed bid results are attached and staff is available to respond to questions.

Attachment(s):

*FY 2021-2022 Valve Replacement Project Excavation and Paving Support Services Bid Results*

## Valve Replacement Project #D120075

### Excavation and Paving Support Services Contract FY 2021-2022

Bid Results August 9, 2021

	Bidder:	1	2	3
Bid Item No.	Bid Item	C.E. Wilson Corporation	LB Civil Construction, Inc.	Piperin Corporation
A	All work required to complete the excavation and paving support services for valves identified as A1-A30	\$279,814.00	\$712,500.00	\$252,000.00
B	All work required to complete the excavation and paving support services for valves identified as B1-B6	\$90,722.00	\$138,000.00	\$72,500.00
C	Mobilization, Demobilization, Bonds, Permits, Insurance, & Cleanup for all work required under this Project utilizing <b>OMWD's laydown/staging areas</b>	\$17,226.00	\$50,000.00	\$60,000.00
<b>Total Amount of Bid Schedule A, B, AND C:</b>		<b>\$387,762.00</b>	<b>\$900,500.00</b>	<b>\$384,500.00</b>

Addendum No. 1 Acknowledgement	Yes	Yes	Yes
Addendum No. 2 Acknowledgement	Yes	Yes	Yes
Attended Mandatory Pre-Bid Meeting	Yes	Yes	Yes

# Memo

Date: August 18, 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.

<b>July 21, 2021</b>	Held a COVID Task Force Meeting.
<b>July 23, 2021</b>	Email to all employees with a reminder of the COVID guidelines – self certification on Target Safety, mask wearing if unvaccinated.
<b>July 27, 2021</b>	Email to all employees regarding the CDC's new guidance asking employees who are vaccinated to use their own discretion on mask wearing indoors at this time, and not mandating employee vaccinations (or weekly testing) at this time.

### **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 thermometers, bottles for hand sanitizer.	2,940.38	Supplies	
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	

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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Any written report will be attached; any oral report will be provided at the time of the Board Meeting.

August 18, 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  
**July 2021:**

<b>Operations &amp; Maintenance</b>	<b>Current Month</b>	<b>Last Month</b>
<b>DCMWTP Total Production</b>	778.5 million gallons	726.4 million gallons
<b>DCMWTP Average Daily Production</b>	25.1 million gallons	24.2 million gallons
<b>DCMWTP Peak Day Production</b>	32.6 million gallons	28.6 million gallons
<b>Source Water Blend (% State Project Water)</b>	0	2%
<b>Total Deliveries to VWD</b>	353.37 acre feet 115.1 million gallons	272.52 acre feet 88.8 million gallons
<b>4S and Rancho Cielo Sewer Systems Total Inflow</b>	37.57 million gallons	26.05 million gallons
<b>4S and Rancho Cielo Sewer Systems Average Daily Inflow</b>	1,212,088 gallons	868,607 gallons
<b>4S and Rancho Cielo Sewer Systems Peak Day Inflow</b>	1,436,939 gallons	1,410,432 gallons
<b>4S and Rancho Cielo Sewer Systems Low Day Inflow</b>	846,605 gallons	670,949 gallons
<b>4SWRF Average Daily Production</b>	1,172,724 gallons	1,086,046 gallons
<b>4SWRF Peak Day Production</b>	1,261,773 gallons	1,341,745 gallons
<b>4SWRF Total to Recycled Water Distribution System</b>	36.35 million gallons	32.5 million gallons
<b>4S Recycled Water Storage Pond Volume</b>	0 acre feet	17 acre feet
<b>Repaired Potable Water Main Leak(s)</b>	0	0
<b>Repaired Potable Water Service Lateral Assembly Leak(s)</b>	4	6
<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>	2	0
<b>Replaced Valve(s) Monthly Total</b>	1	2
<b>Replaced Valve(s) Calendar Year To Date</b>	8	7
<b>Recycled Water Use Site Inspections &amp; Visits</b>	8	24
<b>Recycled Water Use Site Cross Connection Tests</b>	1	4
<b>Cross Connection Site Surveys</b>	0	1
<b>Backflow Inspections &amp; Testing (New)</b>	2	4
<b>IT Help Requests</b>	36	33
<b>Customer Services</b>	<b>Current Month</b>	<b>Last Month</b>
<b>Customer Calls and Inquiries</b>	1,198	1,239
<b>Total Monthly Bills Issued</b>	22,817	22,812
<b>Service Orders</b>	597	529
<b>New Potable Meters</b>	3	1
<b>New Fire Meters</b>	1	1

New Recycled Water Meters	0	0
AMI Troubleshooting Investigations	45	36
AMR Troubleshooting Investigations	37	37
Stopped/Underperforming Meters Replaced	50	41
MXUs Upgraded to AMI	0	0
Meter Accuracy Tests Performed	0	0
Water Use Evaluations	9	11
Water Use Violation Reports	18	2
Workshops, Events, and Tours	0	0
High-Efficiency Clothes Washer Rebates	4	11
Weather-Based Irrigation Controller Rebates	8	9
Hose Irrigation Controller Rebates	0	0
High-Efficiency Rotating Nozzle Rebates	0	1
High-Efficiency Toilet Rebates	0	0
Rain Barrel Rebates	0	1
Turf Removal Project Rebates	2	1
Social Media Posts	14	14
News Releases/Media Advisories	1	3
<b>EFRR</b>	<b>Current Month</b>	<b>Last Month</b>
Special Use/Event Permits	3	2
Parking Notices	71	95
Incident Reports	5	1
Vehicle Count	4,561	4,883
Trail Use Count	6,834	8,432
Days Closed Due to Rain/Red Flag/COVID-19	0	0
Days IC Open	15	12
Number of IC Visitors	245	168
Volunteer Trail Patrol Shifts	2	3
Volunteer Docent Hours	58	42
Total Number of Docents	62	62
<b>Finance</b>	<b>Current Month</b>	<b>Last Month</b>
Infosend Payments	9,617	9,634
OMWD Auto Debit Payments	2,625	2,618
CB&T Lockbox Payments	3,268	3,408
Over the Counter Payments	383	526
Check-free, Metavante and Chase	4,996	5,152
Paymentus (Credit Card) Payments	1,001	1,022
Finance Calls and walk-ins	63	70
Service Orders Processed	17	14
Service Orders Closed Out	6	4
Purchase Orders	27	13
Inventory Items Received	446	224
Payroll Direct Deposits Processed	221	223
Accounts Payable Checks	266	281

## **ENGINEERING DEPARTMENT**

### **Engineering Manager Jason Hubbard Highlights for July 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 will continue for the next several months in order to close-out the City of Carlsbad permit obligations. The El Camino Real Pipeline Replacement and Green Bike Lane project contractor completed restoration and punchlist items and a NOC is anticipated in October. 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. The Manchester Potable Waterline Replacement contractor began mobilization efforts after the project was awarded by the Board in July and work has begun to secure project materials and City permits. Design work continues on the Neighborhood 1 Sewer Pump Station Replacement project. Preliminary design work has begun on 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/fall. 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 July 2021:**

Human Resources staff coordinated recruitments for the vacant Utility I, II, and III positions in Construction and Department Assistant I for the Assistant General Manager. Conducted interviews and skills assessment for the Utility II and III positions. Conducted new hire orientations and safety training for the new Financial Analyst I, Operations Supervisor (Construction), and Water Treatment Plant Operator III. Met with Kaiser Permanente and the health insurance broker to review health insurance rates for 2022. Hosted the retirement celebration for the Operations Supervisor (Construction). Conducted meetings with the employee association groups (BUMA and DEA) as part of the Memorandum of Understanding negotiation process. Hosted a COVID Task Force meeting. Safety staff arranged for the Boot World Truck to distribute safety boots to field employees. Coordinated CPR/AED training for 28 total employees.

## **OPERATIONS & MAINTENANCE**

### **Operations Manager Geoff Fulks highlights for July 2021:**

DCMWTP shipped 15 membrane cassettes out for refurbishment work and new module installations. Return date for refurbished cassettes is estimated for December 2021. No issues with chemical supplies currently as staff has been proactive with primary and alternate suppliers. ICT staff have been supporting the DCMWTP with numerous activities including vibration troubleshooting on the Energy Recovery Turbines. IT staff continue to support cybersecurity threat deterrence with critical patches and updates. Staff submitted the 2021 DDW Sanitary Survey which was a new process and virtual this year. The new cross connection software, EcosConnect, was implemented allowing outside backflow testers to submit results electronically. New Construction Supervisor started on July 12<sup>th</sup>. The Valve Replacement Project was placed out to bid. Paving work was completed in the Stratford HOA. Construction crews repaired a 2" service leak on Rancho Santa Fe Road which involved an emergency shut down on a 12" water main and

temporarily placed 106 customers out of water; water service was restored quickly. Participated in interviews and a skills assessment test for the Utility III/II positions.

#### **CUSTOMER SERVICES DEPARTMENT**

##### **Customer Services Manager John Carnegie highlights for July 2021:**

Published August issue of Watching Water newsletter; participated in DWR's Standards, Methodologies, and Performance Measures Workgroup on Variances meeting, ACWA's bi-weekly Water Use Efficiency meeting, MWD's Water Use Efficiency meeting, and SDCWA's Joint Public Information Committee meeting; reviewed demonstration garden landscape plan with consultant; and submitted to the State Water Resources Control Board's Division of Drinking Water the 2020 Consumer Confidence Report certification packet.

At EFRR, held IC Advisory Committee, EFRR Advisory Committee, Escondido Creek Watershed Land Managers, and docent in-service meetings.

#### **FINANCE DEPARTMENT**

##### **Finance Manager Rainy Selamat highlights for July 2021:**

Had numerous discussions with the District's Municipal Advisors, Lora Carpenter with Fieldman and Rolapp, and GM Thorner on 2021 Sewer Bonds and Financing Plan; completed annual review of water capacity fees for 2021 and capacity fee hearing process; prepared and finalized fiscal year 2021/22 sewer billing files for submission to the County's Tax Assessor Office; successfully transfer the District's investment custodian from Union Bank to U.S. Bank as the result of merger and acquisition of these two banks; participated in IT meetings to upgrade Dynamics GP partners from version 18.0 to version 18.3; attended SDCWA Long Range Financial Plan virtual meeting; staff is working on year-end accounting adjustments and reconciliations in preparation for fiscal year 2020/21 financial audit; staff completed grant claims for submission at part of fiscal year-end 2020/21 closing; responded to Board member's inquiries on pension costs and finances; continue training the new Financial Analyst; prepared various labor and benefit cost analyses and participated in labor negotiation meetings with GM Thorner and HR Manager Joslin.

#### **ASSISTANT GENERAL MANAGER**

##### **The Assistant General Manager reports the following:**

Attended a site tour of the San Dieguito Valley Brackish Groundwater Project pilot well; participated in several new-hire interviews; 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 SDCWA MWD Delegates Meeting, the WaterReuse Nominating Committee Meeting, attended a Special Member Agency Managers Meeting on Long Range Financing Plan, attended the MAMO Meeting, met with SDCWA General Manager Kerl, held a COVID Task Force Meeting, participated in the SDCWA Board Meeting, participated in the SDCWA Project Labor Agreement Work Group Meeting, dedicated significant time to personnel matters, board member briefings, interviews, HR negotiations and reviewing legal matters.



# Memo

C

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS  
CONSULTING ENGINEER

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Any report will be given orally at the 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:** August 18, 2021

**RE:** Attorney Report: CEQA Update  
150152-0005

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**I. INTRODUCTION.**

This attorney report provides an update on two recent developments involving the California Environmental Quality Act (“CEQA”). First, On July 16, 2021, Governor Newsom signed Assembly Bill 819 into law. Effective January 1, 2022, AB 819 requires the electronic filing and posting of CEQA documents.

Second, in *Newtown Preservation Society v. County of El Dorado*, the California Court of Appeal upheld a local agency’s mitigated negative declaration under CEQA. In reaching its conclusion, the court expressed the minimum standards whereby a local agency may successfully defend a challenge under CEQA’s “fair argument” test. The “fair argument” test requires an environmental impact report (“EIR”) whenever substantial evidence supports a fair argument that a proposed project may have a significant impact on the environment.

Ultimately, the *Newton Preservation* case shows that a local agency can successfully defend a mitigated negative declaration, even under the low threshold of the fair argument standard, by closely analyzing:

- (1) whether there is adequate factual substance and foundation for the testimony alleging impacts;
- (2) whether technical expertise is required to identify the type of impacts alleged; and
- (3) whether the testimony relates to a project’s potential impact on the environment, and not impacts of the environment on the project.

**II. NEW CEQA FILING REQUIREMENTS.**

As a result of the COVID-19 pandemic, Governor Newsom issued an Executive Order requiring public agencies to file CEQA-related reports electronically rather than

hard copies. The Newsom Administration concluded that the digital process is more efficient. Consequently, on July 16, 2021, Governor Newsom signed AB 819 setting new requirements into law for the filing and distribution of CEQA documents.

Effective January 1, 2022, lead agencies will now be required to submit certain environmental documents and notices to *CEQAnet*, the online platform managed by the State Clearinghouse at the Governor's Office of Planning and Research ("OPR"). The stated intent of AB 819 is "to continue to utilize technology and modernize the CEQA filing process." CEQA was originally enacted fifty years ago in 1970.

Before AB 819 was adopted, lead agencies notified the public and interested parties who had requested notices, that the lead agency was preparing an environmental impact report, negative declaration, or other specified determination. CEQA also required 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.

Effective January 1, 2022, lead agencies must take the following actions to comply with CEQA:

- *File on CEQAnet* – Draft environmental impact reports ("DEIR"), proposed negative declarations ("ND"), proposed mitigated negative declarations ("MND") must be filed electronically on CEQAnet – as opposed to submitting hard copies.
- *Post on Agency website* – Draft, proposed, and final environmental documents – including DEIRs, EIRs, NDs, MNDs – as well as any notice of preparation ("NOP"), notice of determination ("NOD"), notice of completion, or notice of scoping meetings must be posted on the lead agency's website if it has one. Also, notices of availability ("NOAs") and hearings related to the DEIR or ND are required to be posted on the lead agency's website, in addition to prior methods of giving notice.
- *File and Post with County* – NODs must be filed electronically with the county clerk if electronic filings are offered by the county. There is an option to post NODs either in the county clerk's office or on the county clerk's website for a period of 30 days. Additionally, NOPs and NOAs will need to be posted on the county clerk's website and physically, by hard copy, in the county clerk's office.
- *Option to email NOPs* – If an EIR is required, any NOP may be emailed, rather than mailed, to each entity requiring personal notice – the responsible agency, any public agency with jurisdiction over natural resources affected by the project, and OPR.
- *Public Agency Notice of Completion* – Public agencies must file notices of completion on CEQAnet, rather than mailing a paper copy.

### **III. CEQA LITIGATION VICTORY FOR LOCAL AGENCIES.**

On June 16, 2021, in a unanimous decision, the Third District Court of Appeal concluded that general public testimony about safety and environmental impacts are insufficient to meet CEQA's "fair argument" test. (*Newton Preservation Society v. County of El Dorado*, 3<sup>rd</sup> District Case No. C092069). The "fair argument test" under CEQA requires a public agency to prepare an EIR whenever substantial evidence supports a fair argument that a proposed project may have a significant impact on the environment. In the *Newton* case, the appellate court upheld the County's mitigated negative declaration. In upholding the County's findings, the Court set forth the minimum standards applicable for non-expert public testimony to be considered "substantial evidence."

The case arose when the Newtown Preservation Society ("NPS") challenged El Dorado County's mitigated negative declaration to approve the Newtown Road Bridge at South Fork Weber Creek Replacement Project. The EIR included one scenario of constructing a temporary emergency evacuation route and another scenario relying on existing evacuation options. Citing testimony from local residents, two retired firefighters, and one attorney, NPS contended that the mitigation plan would place local residents at risk during bridge construction and claimed public testimony from the County proceedings was "substantial evidence" to meet the fair argument standard.

The appellate court noted that "predictions" by non-experts regarding the consequences of a project based upon experiences with prior similar projects did not qualify as substantial evidence. The court held that the non-expert public testimony (1) did not support a fair argument that the project may have a potentially significant impact on the environment, and (2) was broadly speculative and lacked factual foundation.

The Court of Appeal's opinion is significant and enlightening in several respects. First, it serves as a good general reminder that while the "fair argument" test presents a *low* threshold, that does not equate to *no* threshold; and where petitioners fail to carry their burden to point to *substantial evidence* in the record supporting the requisite fair argument, a negative declaration will be upheld.

Second, to constitute substantial evidence, testimony must have an adequate factual foundation (so as not to be speculative), and lay opinion will not suffice in technical areas requiring expertise (such as adequacy of wildfire evacuation routes).

Third, petitioners must be mindful of the limits of CEQA analysis – i.e., CEQA is generally concerned only with the project's impacts on the environment, not vice versa – and how that affects the framing of the project "impact" to which substantial evidence and a fair argument must be directed. Citing *Joshua Tree Downtown Business Alliance v. County of San Bernardino* (2016) 1 Cal.App.5th 677, 691, the Court held that the

testimony of several area residents regarding their past experiences with wildfires related to *existing* hazards that might affect them during construction, not impacts caused or exacerbated by the project itself. The Court also concluded that the testimony constituted non-expert opinion without any identified factual foundation. As such, the testimony failed to constitute substantial evidence supporting the required fair argument under CEQA.

Given the recent increase in CEQA litigation challenging the analysis of a project's wildfire-related and other public safety impacts, the Court's opinion provides helpful guidance limiting the evidence that can be presented and the scope of project impacts to be analyzed under CEQA.

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 JULY 22, 2021**

- 8.1 Adopt positions on various bills.  
The Board adopted a position of Support on H.R. 3877 (Ruiz), relating to the Salton Sea Projects Improvements Act.
- 8.2 Monthly Treasurer's Report on Investments and Cash Flow.  
The Board noted and filed the Treasurer's report.
- 8.3 Amend agreement for Consulting Services with M Strategic Communications.  
The Board approved the amendment of the agreement with M Strategic Communications for continued consulting services for the Water Authority through July 31, 2023, by \$460,000, for a period of twenty-three additional months with total contract funding not to exceed \$2,000,000.
- 8.3A CLOSED SESSION - OMWD Voted No  
The Board authorized the General Manager and/or the General Counsel to sign a contract with Brownstein Hyatt Farber Schreck for \$3,605,592 for MWD litigation and MWD policy/service area issues, and QSA, Salton Sea, and Colorado River issues, and related matters for a two-year term.
- 8.3B CLOSED SESSION  
The Board authorized the General Manager and/or the General Counsel to sign a contract with Keker Van Nest & Peters for \$2,700,000 for all MWD rate litigation cases, and legal services on any other matters that may relate to those cases for a two-year term.
- 8.4 On-Call Acoustic Fiber Optic Monitoring System Repair and Modification Contract with Pure Technologies, U.S. Inc.  
The Board authorized the General Manager to award a professional service contract to Pure Technologies U.S. Inc. (Pure) for on-call acoustic fiber optic monitoring system repair and modification services for a five-year term, and an amount not-to-exceed \$800,000.
- 8.5 Professional services contracts for as-needed construction management support services.  
The Board authorized the General Manager to award professional services contracts for \$3,000,000 each to Arcadis U.S., Inc.; Kenny Consulting Services, Inc.; Psomas; Richard Brady & Associates, Inc.; and WSP USA Inc., for as-needed construction management support services to support the Capital Improvement Program (CIP) projects for the next five years.
- 8.6 Professional services contracts for as-needed in-plant and construction management support services.  
The Board authorized the General Manager to award professional services contract for \$5,000,000 to On-Site Technical Services, Inc., for as-needed in-plant and construction management support services to support the Capital Improvement Program (CIP) projects for the next five years.



8.7 Change Orders to OHL USA, Inc. DBA Group OHL North America for the Mission Trails Flow Regulatory Structure II and Flow Control Facility project.

The Board approved for staff to execute Change Orders 2, 3, and 5 through 7 for a cost of \$213,471 and authorized the General Manager to execute a change order for costs up to \$775,000 and to extend the contract five and a half months for time impacts associated with changes to the water stop design and underdrain system design and inclement weather delays.

8.8 Approval of Minutes.

The Board approved minutes of the Special Administrative and Finance Committee Budget Workshops of June 8, 2021, June 10, 2021, and June 15, 2021 and the Formal Board of Directors' meeting of June 24, 2021. .

# 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:** August 11, 2021  
**RE:** July Public Policy Report

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### **State Legislative Update:**

#### **2021-22 Legislative Session:**

The Legislature is on legislative summer recess from July 16 – August 16. While no new bills can be introduced during this time, staff in Sacramento has still be working on bill language, amendments, and budget trailer bills as we head into the last month of session. The final day of session is September 10.

#### **State Budget:**

Many of the anticipated trailer bills were introduced prior to the legislative summer recess, passed by the legislature, and signed by the Governor. This included a resources-related trailer bill that contained the details of the water arrearages funding. The legislature and administration are still negotiating some additional budget trailer bills, including one related to drought funding. While we don't have a firm idea of the amount of funding that will be allocated to the drought trailer bill, we have heard it may be in the range of \$700-900 million dollars, and would include funding dedicated to recycled water projects.

#### **Executive Orders:**

On August 5, the Governor announced that in response to increasing COVID-19 hospitalizations and ICU patients due to the highly contagious Delta variant, and to further protect vulnerable Californians and health care workers, the California Department of Public Health (CDPH) issued two new public health orders. The first order requires workers in health care settings to be fully vaccinated or receive their second dose by September 30, 2021. The second public health order directs hospitals, skilled nursing facilities, and intermediate care facilities to verify that visitors are fully vaccinated or have tested negative for COVID-19 in the prior 72 hours before indoor visits. Updates to guidance for visitors to other long-term care facilities is expected in the near future

#### **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 Appropriations.*



- **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: On the Senate Floor.
- **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: Two-year bill.
- **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: Two-year bill.

- **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 Appropriations.

- **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: Two-year bill.

- **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**

**Lead Service Line Stakeholder Working Group** – The State Water Board's Division of Drinking Water (DDW) has been working with water systems on the implementation of SB 427 (2017). Water systems have completed the initial phase of the legislation by compiling a material inventory of user service lines. SB 417 also required water systems with identified lead or unknown material user service lines to provide a timeline for replacement of the user service lines. To date, approximately 100 timelines have been approved by the State Water Board. Please note that the current California definition of a "user service line" is the service connection from the main line to the meter and does not include the privately-owned portion of the service line.

USEPA is finalizing the Lead and Copper Rule Revisions (LCRR) which, as currently drafted, contain requirements to protect customers when lead service lines or fittings are replaced or disturbed during construction. DDW is aware that numerous studies have concluded that the replacement of lead service lines, especially without a corresponding replacement of the customer's side of lead service lines if needed, will in many instances result in temporarily elevated lead levels in water delivered to the customer for a period of up to several months from the date of replacement. These elevated lead levels in the water are primarily due to disturbance of the corrosion control that occurs during construction activities associated with replacing the lead service lines or fittings. Thus, protective measures must be taken by the water system and homeowner. Please note that the definition of a "service line" in the USEPA LCRR is the service line from the main to the building inlet. Accordingly, the USEPA definition includes the privately-owned portion of the service line and DDW will need to update the California definition of service line to match the USEPA definition.

At this time, the State Water Board will convene a group of water system representatives and stakeholders to discuss and provide input to a draft Technical Report Information Order which DDW intends to issue to water systems undergoing construction based on their replacement timelines in 2022. The first draft of the order will be provided prior to the first meeting.

**PFOA/PFOS Public Health Goal** - The Office of Environmental Health Hazard Assessment (OEHHA) of the California Environmental Protection Agency has announced the release of a draft document for public review describing proposed Public Health Goals (PHGs) for perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) in drinking water. The proposed PFOA PHG is 0.007 ppt and the proposed PFOS PHG is 1ppt. As the announcement explains these levels are based purely on public health considerations. PHGs are not directly enforceable standards. Instead, taking into account economic and technical considerations, SWRCB will use the PHG to set an MCL later on, which will be an enforceable standard. The public comment period for the draft document begins July 30, 2021 and ends September 28, 2021. The Office will hold a virtual public workshop on September 28, 2021, from 1:00 p.m. to 4:00 p.m.

**SWRCB Affordability Threshold Focus Groups** - The State Water Board held a series of small focus groups on how to refine the method for determining community-level water affordability. This method is used to determine the affordability threshold in the [Safe and Affordable Drinking Water Fund Expenditure Plan](#) (FEP affordability threshold), which will help prioritize funding for projects under the [SAFER program](#). Jennifer Capitolo participated in a focused group discussion with State Water Board staff on how to measure community-level affordability, how affordability pertains to the FEP affordability threshold, where they should set the FEP affordability threshold, and the complexities surrounding affordability. Staff will consider the input received from this discussion as they revise the Board's method for determining the FEP affordability threshold.



## **WATER USE EFFICIENCY/CONSERVATION UPDATE**

**DROUGHT UPDATE** - California continues to experience deepening drought conditions statewide, with only the southeastern part of the state receiving some seasonal monsoonal rainfall in past weeks. As of August 5, the Drought Monitor now shows over 88% of California is classified in Extreme to Exceptional Drought.

On August 3 the State Water Resources Control Board (Water Board) approved [emergency water rights curtailment regulations](#) that authorize prohibitions of surface water diversions throughout the Sacramento San Joaquin Delta watershed based on water unavailability determinations. The Water Board has indicated it intends to issue extensive curtailments after August 16. A similar emergency curtailment process is also being implemented in the Russian River watershed. In September the Water Board is also expected to begin monthly reporting water suppliers' progress toward achieving the voluntarily 15% water use reductions called for in the Governor's July 6 Executive Order.

## **STATE WATER RESOURCES CONTROL BOARD**

**Water Loss Performance Standards** – The Water Board staff continues to develop proposed water loss performance standards to implement California Water Code Section 10608.34 (SB 555 by Wolk, 2015). Formal rulemaking is now not expected to begin until November or December. 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 distribution system leak loss reduction targets by 2028. Many water suppliers are likely to have difficulty achieving aggressive leak loss performance standards, especially if required reductions are not locally cost effective.

Jennifer Capitolo continues to engage with the water supplier coalition to address significant technical and policy concerns associated with the Water Board's economic model and proposed standard-setting process. As part of this process AWWA CA NV's Water Loss Committee has scheduled a webinar for August 24 that will feature the results of [a study by the UC Davis Center for Water-Energy Efficiency \(CWE\)](#) "Developing Water Loss Performance Standards – An Economic Leak/Loss Reduction Model". This webinar is intended to help inform water loss stakeholders, as well as Water Board staff and members, and identify possible improvements in this regulatory process.

## **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** – Release of the final Indoor Residential Water Use Study and proposed recommendations to the Legislature. On July 19 DWR and the Water Board conducted a second public webinar to report out comments received and seek additional comments, but they indicated that they intend to continue to recommend 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. Staff indicated that they do not intend to respond to comments, which will be conveyed with the report to the legislature. Water suppliers and associations statewide broadly oppose this recommendation. Legislative action will be required to reduce the indoor standard, so this issue will soon become the focus for legislative advocacy efforts.

**Outdoor Irrigation Standard and Residential Landscape Area Measurement (LAM)** – DWR continues to develop its proposed Outdoor Water Use Standard and is expected to present it for comment at a yet-to-be scheduled webinar later in August. Jennifer Capitolo will continue to

work with water coalition partners to provide input to DWR on technical and policy matters that will impact how individual water supplier outdoor irrigation standards are established.

**Commercial, Industrial and Institutional (CII) Irrigation Standard and Performance**

**Measures** – DWR continues to develop a water use standard for CII outdoor landscape areas irrigated with dedicated meters, a proposed statewide CII classification system, and CII performance measures, although the July CII work group meeting was cancelled by staff. A stakeholder workshop continues to be scheduled for August 23.



**Olivenhain Legislative Report 2021-22  
Report as of 8/11/2021**

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**Oppose Unless Amended**

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**AB 339 (Lee D) Local government: open and public meetings.**

**Last Amend:** 7/5/2021

**Status:** 7/14/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 13). Re-referred to Com. on APPR.

**Location:** 7/14/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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:** 7/15/2021

**Status:** 7/15/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

**Location:** 6/30/2021-A. APPR.

**Summary:** 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:** 7/6/2021

**Status:** 7/15/2021-Read second time. Ordered to third reading.

**Location:** 7/15/2021-S. THIRD READING

**Summary:** Existing law, 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. This bill, until January 1, 2024, 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 during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

**Position**

Support

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**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 and prevention: wildfires: fire adapted communities: Office of the State Fire Marshal: community wildfire preparedness and mitigation.**

**Last Amend:** 7/14/2021

**Status:** 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/13/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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 ecosystem 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:** 7/15/2021-From committee: Be ordered to second reading pursuant to Senate Rule 28.8.

**Location:** 7/15/2021-S. SECOND READING

**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:** 7/7/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (July 7). Re-referred to Com. on APPR.

**Location:** 7/7/2021-S. APPR.

**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 252 (Rivas, Robert D) Department of Conservation: Multibenefit Land Repurposing Incentive Program: Williamson Act: compatible uses: contracts.**  
**Last Amend:** 7/14/2021

**Status:** 7/14/2021-Re-referred to Com. on GOV. & F. 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:** 7/14/2021-S. GOV. & F.

**Calendar:** 8/19/2021 Upon adjournment of Session - John L. Burton Hearing Room (4203) SENATE GOVERNANCE AND FINANCE, MCGUIRE, Chair

**Summary:** Would require the Department of Conservation to establish and administer a grant program named the Multibenefit Land Repurposing Incentive Program for purposes of assisting groundwater sustainability agencies in critically overdrafted basins in achieving their groundwater sustainability goal by providing grants to public and private agencies and entities for projects and programs that reduce groundwater use by creating incentives to repurpose irrigated agricultural land for new uses that both reduce groundwater use and provide some other measurable benefits to the environment or broader community. The bill would require the department, in consultation with specified state agencies, to develop guidelines to implement the grant program, as provided.

**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:** 6/30/2021

**Status:** 7/15/2021-From committee: Be ordered to second reading pursuant to Senate Rule 28.8.

**Location:** 7/15/2021-S. SECOND READING

**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:** 7/7/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 11. Noes 0.) (July 6). Re-referred to Com. on APPR.

**Location:** 7/7/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, 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:** 7/15/2021-From committee: Be ordered to second reading pursuant to Senate Rule 28.8.

**Location:** 7/15/2021-S. SECOND READING

**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:** 7/7/2021

**Status:** 7/7/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/1/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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 requirements 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 one or more technical assistance providers 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:** 7/5/2021-In committee: Referred to suspense file.

**Location:** 7/5/2021-S. APPR. SUSPENSE FILE

**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: master reclamation plan.**

**Last Amend:** 7/12/2021

**Status:** 7/12/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/8/2021-S. APPR.

**Summary:** The Surface Mining and Reclamation Act of 1975 prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by the lead agency for the operation of the surface mining operation. The act 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:** 7/5/2021

**Status:** 7/8/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 8). Re-referred to Com. on APPR.

**Location:** 7/8/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, 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:** 6/30/2021

**Status:** 7/6/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 15. Noes 0.) (July 6). Re-referred to Com. on APPR.

**Location:** 7/6/2021-S. APPR.

**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:** 7/13/2021

**Status:** 7/13/2021-Read second time and amended. Ordered to third reading.

**Location:** 7/13/2021-S. THIRD READING

**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 prohibited 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:** 7/8/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 8. Noes 0.) (July 8). Re-referred to Com. on APPR.

**Location:** 7/8/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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:** 7/15/2021

**Status:** 7/15/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/13/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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 781 (Daly D) Flood control projects: County of Orange: subvention funds.**

**Last Amend:** 3/4/2021

**Status:** 7/7/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 11. Noes 0.) (July 6). Re-referred to Com. on APPR.

**Location:** 7/7/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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.**

**Last Amend:** 7/1/2021

**Status:** 7/15/2021-From committee: Be ordered to second reading file pursuant to Senate Rule 28.8 and ordered to Consent Calendar.

**Location:** 7/15/2021-S. CONSENT CALENDAR

**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 1086 (Aquiar-Curry D) Organic waste: implementation strategy: report.**

**Last Amend:** 7/7/2021

**Status:** 7/8/2021-Withdrawn from committee. Re-referred to Com. on APPR.

**Location:** 7/8/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** Would request that the California Council on Science and Technology, in consultation with its academic and research partners and specified state agencies, undertake and, within 12 months of entering into a contract, complete 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. If the council agrees to undertake and complete the report, the bill would require the council to provide the report to the relevant state agencies after peer review in order for one or more of the relevant state agencies to conduct at least one public meeting and publish the draft implementation strategy on its internet website. The bill would also require the council, if it agrees to undertake and complete the report, to submit the report to the Legislature. 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:** 7/7/2021

**Status:** 7/7/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/6/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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 1200 (Ting D) Plant-based food packaging: cookware: hazardous chemicals.**

**Last Amend:** 7/8/2021

**Status:** 7/8/2021-Read second time and amended. Ordered to third reading.

**Location:** 7/8/2021-S. THIRD READING

**Summary:** Would prohibit, beginning January 1, 2023, any person from distributing, selling, or offering for sale in the state any food packaging that contains prohibited 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:** 7/5/2021

**Status:** 7/7/2021-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (July 7). Re-referred to Com. on APPR.

**Location:** 7/7/2021-S. APPR.



**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

**Summary:** The California Safe Drinking Water Act provides for the operation of public water systems, which include small community 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 Public Utilities Commission through an order authorizing the water or sewer system corporation to consolidate with a small community water system or state small water identified as failing or at risk of failing by the state board.

**Position**

**AB 1403 (Levine D) Emergency services.**

**Last Amend:** 6/9/2021

**Status:** 7/15/2021-From committee: Be ordered to second reading pursuant to Senate Rule 28.8.

**Location:** 7/15/2021-S. SECOND READING

**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 1431 (Frazier D) Forestry: forest carbon and resilience goals.**

**Last Amend:** 7/14/2021

**Status:** 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/13/2021-S. APPR.

**Calendar:** 8/16/2021 9 a.m. - John L. Burton Hearing Room  
(4203) SENATE APPROPRIATIONS, PORTANTINO, 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 fuels treatment, vegetation management, and wildfire risk reduction, including, but not limited to, increasing vegetation management on nonfederal lands and urging the federal government to increase vegetation management on federal lands, as provided, and increasing the pace and scale of home hardening efforts to harden at least 100,000 existing homes per year by 2025. The bill would require that the established vegetation management goals be for activities that improve fire resiliency and reduce fire spread, duration, and intensity, fuel ignitability, or ignition of tree crowns, as applicable, and would require the state to implement, or cause to be implemented, the established vegetation management and home hardening goals in a specified manner, including prioritizing the implementation of these goals in the most vulnerable communities.

**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:** 6/30/2021

**Status:** 7/15/2021-From committee: Be ordered to second reading file pursuant to Senate Rule 28.8 and ordered to Consent Calendar.

**Location:** 7/15/2021-S. CONSENT CALENDAR

**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:** 7/12/2021-Adopted and to Senate. In Senate. To Com. on RLS.

**Location:** 7/12/2021-S. RLS.

**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**

**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 27 (Skinner D) Carbon sequestration: state goals: natural and working lands: registry of projects.**

**Last Amend:** 7/15/2021

**Status:** 7/15/2021-From committee with author's amendments. 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 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:** 6/30/2021

**Status:** 7/7/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 1.) (July 7). Re-referred to Com. on APPR.

**Location:** 7/7/2021-A. APPR.

**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:** 7/12/2021-From consent calendar on motion of Assembly Member Aquiar-Curry. Ordered to third reading.

**Location:** 7/12/2021-A. THIRD READING

**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:** 7/13/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (July 12). Re-referred to Com. on APPR.

**Location:** 7/12/2021-A. APPR.

**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:** 6/30/2021-June 30 set for first hearing. Placed on suspense file.

**Location:** 6/30/2021-A. APPR. SUSPENSE FILE

**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:** 7/6/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (July 5). Re-referred to Com. on APPR.

**Location:** 7/6/2021-A. APPR.

**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:** 7/8/2021-Read second time. Ordered to third reading.

**Location:** 7/8/2021-A. THIRD READING

**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:** 7/8/2021-Read second time. Ordered to third reading.

**Location:** 7/8/2021-A. THIRD READING

**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

**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:** 7/7/2021

**Status:** 7/7/2021-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

**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:** 7/7/2021-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 11. Noes 0.) (July 7). Re-referred to Com. on APPR.

**Location:** 7/7/2021-A. APPR.

**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 369 (Pan D) Flood control: Yolo Bypass Cache Slough Partnership Multibenefit Program.**

**Last Amend:** 6/14/2021

**Status:** 6/30/2021-June 30 set for first hearing. Placed on suspense file.

**Location:** 6/30/2021-A. APPR. SUSPENSE FILE

**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 (Levva D) Medium- and heavy-duty fleet purchasing assistance program: zero-emission vehicles.**

**Last Amend:** 7/12/2021

**Status:** 7/12/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/7/2021-A. APPR.

**Summary:** Current law establishes the Air Quality Improvement Program that is administered by the State Air Resources Board for purposes of funding projects related to, among other things, the reduction of criteria air pollutants and improvement of air quality. Pursuant to its existing statutory authority, the state board has established the Clean Vehicle Rebate Project, as a part of the Air Quality Improvement Program, to promote the use of zero-emission vehicles by providing rebates for the purchase of new zero-emission vehicles. Current law, the California Pollution Control Financing Authority Act, establishes the California Pollution Control Financing Authority, with specified powers and duties, and authorizes the authority to approve financing for projects or pollution control facilities to prevent or reduce environmental pollution. This bill 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 operators of medium- and heavy-duty vehicle fleets to enable those operators to transition their fleets to zero-emission vehicles.

**Position**

**SB 378 (Gonzalez D) Local government: broadband infrastructure development project permit processing: microtrenching permit processing ordinance.**

**Last Amend:** 6/29/2021

**Status:** 7/8/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (July 7). Re-referred to Com. on APPR.

**Location:** 7/7/2021-A. APPR.

**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:** 7/8/2021

**Status:** 7/12/2021-Read third time. Urgency clause adopted. Passed. (Ayes 63. Noes 0.) Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending.

**Location:** 7/12/2021-S. CONCURRENCE

**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 gathering in person is unsafe or impossible because 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: electrical transmission or distribution lines: clearances: notice and opportunity to be heard: internal combustion engines: fire toolbox.**

**Last Amend:** 7/12/2021

**Status:** 7/12/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/7/2021-A. APPR.

**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. The bill would make other nonsubstantive changes to these provisions.

**Position**

**SB 403 (Gonzalez D) Drinking water: consolidation.**

**Last Amend:** 7/5/2021

**Status:** 7/14/2021-July 14 set for first hearing. Placed on suspense file.

**Location:** 7/14/2021-A. APPR. SUSPENSE FILE

**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 revise those consolidation provisions, including, among other revisions, authorizing 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: firm zero-carbon resources.**

**Last Amend:** 7/13/2021

**Status:** 7/13/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/7/2021-A. APPR.

**Summary:** Would require the Energy Commission to timely incorporate into its integrated energy policy reports nonfossil fuel-based electricity resources that can individually, or in combination, deliver electricity with high availability for the expected duration of multiday extreme or atypical weather events and facilitate integration of eligible renewable energy resources into the electricity grid and the transition to a zero-carbon electricity grid, referred to as "firm zero-carbon resources."

**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 496 (Laird D) Flood control: water development projects: Pajaro River.**

**Last Amend:** 7/8/2021

**Status:** 7/14/2021-July 14 set for first hearing. Placed on suspense file.

**Location:** 7/14/2021-A. APPR. SUSPENSE FILE

**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, upon certain conditions, the state to provide up to 100% of the 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 533 (Stern D) Electrical corporations: wildfire mitigation plans: deenergization events.**

**Last Amend:** 7/1/2021

**Status:** 7/5/2021-Re-referred to Com. on APPR. pursuant to Assembly Rule 96.

**Location:** 7/5/2021-A. APPR.

**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, and impact of, future deenergization of those circuits, including replacing, hardening, or undergrounding any portion of the circuit or of upstream transmission or distribution lines.

**Position**

**SB 552 (Hertzberg D) Drought planning: small water suppliers: nontransient noncommunity water systems.**

**Last Amend:** 7/5/2021

**Status:** 7/5/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/1/2021-A. APPR.

**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:** 7/1/2021-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (July 1). Re-referred to Com. on APPR.

**Location:** 7/1/2021-A. APPR.

**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:** 7/15/2021-Read second time. Ordered to third reading.

**Location:** 7/15/2021-A. THIRD READING

**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:** 7/14/2021

**Status:** 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/13/2021-A. APPR.

**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:** 7/5/2021

**Status:** 7/15/2021-Read third time. Urgency clause adopted. Passed. (Ayes 69. Noes 0.) Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending.

**Location:** 7/15/2021-S. CONCURRENCE

**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 8/10/21)**

Date(s)	Event	Time	Location	Attending Board Member(s)	Additional Information (Speakers' Topic, Cohosts, etc.)
<b><u>JULY 2021</u></b>					
15-Jul	Conference Call with the General Manager RE: Board Measures		Call	Bruce-Lane	
15-Jul	Meeting with the General Manager RE: CWA Issues			Guerin	
16-Jul	Conference Call with the General Manager RE: Board Meeting Debrief		Call	Watt	
29-Jul	Innovation Meeting	12:30 PM	Casa de Bandini	Meyers & Watt	
29-Jul	Portal Questions Meeting	2:00 PM	Pipes Conference Room	Meyers	* no per diem - Dir. Meyers
<b><u>AUGUST 2021</u></b>					
3-Aug	Finance Committee Meeting	1:00 PM	Boardroom	Guerin, Watt	
3-Aug	Conference Call with the General Manager			Bruce-Lane	
9-Aug	Conference Call with the General Manager RE: Meeting Protocols		Call	Watt	
10-Aug	EFRR Executive Committee Meeting	2:00 PM	EFRR Interpretive Center	Bruce-Lane, Watt	
17-Aug	Personnel Committee Meeting	2:00 PM	Boardroom	Bruce-Lane, Watt	
17-Aug	COWU Breakfast Meeting	8:00 AM	Virtual	Meyers	

# Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

CORRESPONDENCE

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Any correspondence is attached.

Dear Mr Schaub, Mr Zeller and Mr Anderson,

Thank you so much for sponsoring  
my Eagle Project and all of the support  
over the past year. My Board of Review  
is tonight and I think it will go well.

Enclosed please find the remainder of  
my fundraised project money. Please  
use it toward any personal or EFR R  
expenses for the bat houses, other conservation  
projects, or to support the Escondido  
Creek Conservancy. I appreciate all of your help.

*sincerest thanks,*

Alex Benson



July 12, 2021

Jennifer Joslin - [jjoslin@olivenhain.com](mailto:jjoslin@olivenhain.com)  
Olivenhain Municipal Water District

RE: ACWA JPIA 2021 Wellness Grant

Dear Jennifer,

Congratulations! The 2021 Wellness Grant Application for Olivenhain Municipal Water District has been approved in the amount of \$1700. Due to an overwhelming response this year, it was necessary for us to reduce the 2021 amounts awarded to 85% of the amount requested. We will send a check directly to your agency no later than August 6<sup>th</sup>.

Please follow the guidelines below to ensure proper use and documentation of wellness grant funds.

- Please save your receipts for your purchases. Once you have used the funds, submit them to the JPIA at [jrech@acwajpia.com](mailto:jrech@acwajpia.com). All funds must be used by **June 24, 2022**.
- If you are interested in engaging a speaker from Anthem Blue Cross for your wellness program, please let me know and I will put you in touch with the appropriate contact at Anthem. You will pay the speaker directly using your wellness funds.
- Safety equipment, services, and training are not considered eligible wellness grant expenses. However, wellness grant funds may be used to purchase face coverings for employees to help stop the spread of COVID-19. This does not include masks and respirators required by field employees as part of their job duties.
- Teambuilding events, luncheons or food for staff will only be considered a reimbursable wellness grant expense if food or luncheon is composed of healthy food choices, **and** has a wellness component (e.g. a wellness speaker or wellness activity). Please see the attached for a list of sample food items eligible for Wellness Grant funds. We hope this will help generate some ideas for promoting healthy eating.

If you have any questions regarding your grant, please contact me at (916) 474-1773. Thank you for your participation.

A handwritten signature in black ink, appearing to read "JR", written in a cursive style.

Jackie Rech  
Employee Benefits Account Manager

### **SAMPLE FOOD ITEMS *ELIGIBLE* FOR WELLNESS GRANT FUNDS**

Focus should be on lean/healthy proteins, vegetables, fruits, nuts, whole grains, low fat cheese and items low in saturated fat and processed sugar.

Breakfast items:

- Whole fruit juices, such as orange, apple, grapefruit, pineapple, mango, coconut water, or fruit blend juices.
- Eggs
- Whole grain breads, English muffins, tortillas
- Veggie or Turkey Bacon/Sausage
- Whole grain cereals without sugar coating
- Fruit
- Oatmeal
- Reduced fat cottage cheese

Lunch items:

- Green or veggie salad
- Grilled chicken or fish
- Baked potato
- Sandwiches with whole grain bread, encouraging sensible condiments and plenty of veggies
- Vegetables
- Healthy Soups

Snacks: fruit, vegetables, whole grains, nuts, low fat cheese, pretzels.

**You may provide healthy snacks with wellness grant funds without tying it to a wellness activity.**

### **SAMPLE FOOD ITEMS *INELIGIBLE* FOR WELLNESS GRANT FUNDS**

- Pizza
- Hamburgers
- Mexican food, unless an effort has been made to modify as a healthy option
- BBQ red meat

Below are some websites with information on healthy food options:

- [Weight Watchers Recipe page](#)
- [Fooducate](#)
- [Nutrition.gov](#)

**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.

August 3, 2021

The Honorable Mike Levin  
United States House of Representatives  
1030 Longworth House Office Building  
Washington, DC 20515

**RE: Desalination Development Act – H.R. 4712**

Dear Representative Levin,

On behalf of Olivenhain Municipal Water District, I am writing in support of your Desalination Development Act, which will provide much needed funding for desalination projects in California. OMWD provides 87,000 customers in northern San Diego County with water, wastewater, recycled water, hydroelectric, and recreational services.

Droughts have sadly become a regular occurrence in the United States, particularly in California. As of July 27, over 95% of California is facing severe drought conditions. Thus, it is critical for the federal government to increase its assistance for this national issue by investing in diversification of water supplies. Of these water supplies, desalination is a long-term and drought-proof water source that improves reliability.

The Desalination Development Act would help advance desalination across the country by allocating \$260 million for desalination projects. By providing up to 25% of federal funding toward the total cost for desalination projects, communities and local water managers would have the financial flexibility to consider desalination for their water portfolios. Federal funding for desalination projects is consistent with Governor Newsom's 2020 Water Resilience Portfolio, which outlines specific actions to improve California's capacity to prepare for disruptions, withstand climate-related shocks, and adapt to a future of vulnerable water supplies.

In San Diego, the Claude "Bud" Lewis Carlsbad Desalination Plant has served as a great example of how desalination can become a reliable source of water. The facility provides up to 50 million gallons per day of drought-proof drinking water, enough water for approximately 400,000 San



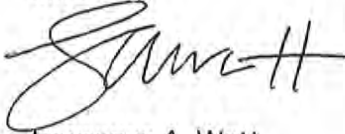
Diegans. By providing nearly 10% of the region's drinking water, the facility offsets the need for imported water from Northern California and Colorado River basin.

As severe droughts have increased in frequency and severity, OMWD itself has responded by diversifying its own water portfolio through expanding its recycled water infrastructure. In addition to this, OMWD has been exploring the feasibility of the San Dieguito Valley Brackish Groundwater Desalination Project. This exploration has been made possible, in part, by grant funding from the US Bureau of Reclamation. Should OMWD find the San Dieguito Valley Brackish Groundwater Desalination Project feasible, funding outlined in the Desalination Development Act will be critical for its completion.

For these reasons, OMWD is very supportive of the Desalination Development Act. OMWD thanks you for your leadership on desalination and the numerous other environmental and water-related issues facing our region.

If you or your staff should need any additional information, please feel free to contact me at 760-753-6466.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence A. Watt", with a stylized, cursive script.

Lawrence A. Watt  
Board President

CC: House Committee on Natural Resources  
House Committee on Science, Space, and Technology



TO whom it may concern  
at O.M.W.B.

8-14-2021

My name is Caprice Zimmerman-McIntire  
I have been born & raised here in  
Olivenhain/Encinitas. Our daughter was  
3rd generation in San Dieguito 4-H one  
of our local 4-H clubs. I have over  
the last 50 years owned 6 horses and  
still have 2 as I speak. Carters  
hay & grain (AKA H & H tack & feed) has  
been a staple in our community  
and a long time supporter of our  
4-H clubs, horse and ranch enthusiasts  
It would be a great LOSS to our  
community to lose our Local tack  
and feed store. Please allow them  
to remain here as we love them  
& our Ranch community here in  
Olivenhain/Encinitas. I purchase all  
of my feed & supplies here!!

Thank you,

Sincerely,

Caprice Zimmerman-McIntire

[REDACTED]  
Encinitas, CA 92024

Feel free to call [REDACTED]

\*KEEP CARTER'S Hay & Grain Here\*



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Thank you .**

1 message

**rosemary neeb** [REDACTED]

Sun, Aug 15, 2021 at 5:13 PM

To: Cartershayandgrain@gmail.com

Dear Carters, Just a note to express my sincere thanks to you for being an invaluable asset of our community. Your services, care and superb staff enable your patrons to securely care for their animals. Your dedication to service was epitomized by Mr. Carter personally delivering and unloading hay he had donated to evacuees at the Del Mar Fairgrounds during the Witch Creek Fire. We know we can rely upon Carters Hay and Grain. Again, thank you. Sincerely,  
Rosemary



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Lease renewal**

1 message

**Jennifer Flanigan Haack** [REDACTED]

Sun, Aug 15, 2021 at 6:00 PM

To: cartershayandgrain@gmail.com

Dear OMWD board members,

I am writing in regards to the lease renewal of Carter's Hay and Grain.

Carter's Hay and Grain is integral to the community of Olivenhain. Many local residents depend on Carter's to purchase hay and animal feed for the over 300 horses that live in this area. Without Carter's, residents would be forced to make the trek to Escondido or Del Mar to purchase hay and feed, which is inconvenient and adds to traffic and greenhouse gas emissions. Carter's is a reputable and important business in our community and I urge you to renew their lease.

Please feel free to reach out if you have any questions. Thank you very much for your time.

Jenni Haack

[REDACTED]





Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Letter for Lease Renewal**

1 message

Karen Brink &lt;[REDACTED]&gt;

Sun, Aug 15, 2021 at 11:19 PM

To: "cartershayandgrain@gmail.com" &lt;cartershayandgrain@gmail.com&gt;

To Whom It May Concern,

I am writing this letter to show support for our wonderful local feed store Carter's Hay and Grain.

I became aware that Carter's lease is up for renewal. I would hope this subject would be a fast discussion of a resounding "YES" we will renew their lease. Carter's is a local landmark and integral part of our community. I feel so blessed to live in our wonderful rural neighborhood, and with the joy and privilege of owning livestock you need to have a local feed store to support you, which is what Carter's does. Not only do they provide the necessary feed and supplies for your animals, they also are what you could only hope for as a neighbor. They are the first to help with any emergency issues, they are kind and generous, they provide a touch stone for all neighbors to keep up with local topics, and are a source of information when you have questions, such as why does my chicken have scaly feet?

As I cannot imagine having anything else in Carter's place, and cannot imagine anyone else will either, I will end with - I look forward to many more years of driving down the street to visiting and working with Carter's.

Sincerely,  
Karen Brink



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Lease Renewal**

1 message

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**Jeanene Williams** [REDACTED]  
To: Cartershayandgrain@gmail.com

Mon, Aug 16, 2021 at 1:48 PM

*Lawrence & Jeanene Williams*  
*Encinitas CA 92024*

August 16, 2021

RE: Carters Hay & Grain  
1985 Olivenhain Rd  
Encinitas CA 92024

To Whom It May Concern,

We understand the Lease for the Carters site is being re-examined. It is our intention to advocate for this business to stay in our community.

We have lived in this area for seven years now and depend on Carters! We have animals, large and small, and this is the only store of its kind in this area.

This business delivers products and services to all types of people in our area. Low-cost pet vaccines, first aid products for animals, besides all types of feed and equipment.

I feel like the employees at Carters know me as part of their community. They provide delivery and will order certain products. Where are we supposed to go if they cannot run their business?

More business for Amazon? Tractor Supply-how far? Do they even sell hay?

This community depends on having Carters here.

Sincerely,

*Lawrence & Jeanene Williams*



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Lease renewal**

1 message

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**Terrance Goan** [REDACTED]

Tue, Aug 17, 2021 at 3:31 PM

To: Cartershayandgrain@gmail.com

Carter's has been there for us with fantastic knowledge and service for many years. They provide the equine community with service unlike any other business in North County.

Sincerely

Terrance Goan

[REDACTED]  
[Rancho Santa Fe Ca](#)

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Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Lease renewal**

1 message

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**Nicolle Boiskin** <[REDACTED]>  
To: Cartershayandgrain@gmail.com

Wed, Aug 18, 2021 at 11:54 AM

Hi Amanda and Mary,

Just letting you know I will be sending good vibes today in the hopes that your lease agreement is renewed. Since moving to Olivenhain 6 years ago and never having cared for a horse, Carter's provided not only necessary equine supplies but invaluable guidance and support during this steep learning curve!

I honestly do not know where I would find leach grain hookbill quisine bird food for Wildwings Parrot Sanctuary flock if you are no longer around. Holding thumbs and hoping you get to stay!

Best

Nikki

Wildwings Parrot Sanctuary

A 501(c) 3 non profit.

Sent from Nikki Boiskin's iPhone



*Lawrence & Jeanene Williams*



*Encinitas CA 92024*

August 16, 2021

RE: Carters Hay & Grain

1985 Olivenhain Rd

Encinitas CA 92024

To Whom It May Concern,

We understand the Lease for the Carters site is being re-examined. It is our intention to advocate for this business to stay in our community.

We have lived in this area for seven years now and depend on Carters! We have animals, large and small, and this is the only store of its kind in this area.

This business delivers products and services to all types of people in our area. Low-cost pet vaccines, first aid products for animals, besides all types of feed and equipment.

I feel like the employees at Carters know me as part of their community. They provide delivery and will order certain products. Where are we supposed to go if they cannot run their business?

More business for Amazon? Tractor Supply-how far? Do they even sell hay?

This community depends on having Carters here.

Sincerely,



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

---

**The best personal feed store**

1 message

**Pamela Kramer-Glickman** [REDACTED]

Mon, Aug 16, 2021 at 10:27 PM

To: Cartershayandgrain@gmail.com

To whom it may concern,  
Please keep this great feed store in the community. The staff and the service is personable, knowledgeable, and fabulous.  
They play a great part in the community and donate to local events.  
We Love You,  
Pam Kramer Glickman

—  
[www.facebook.com/pammysponyparties](https://www.facebook.com/pammysponyparties)

[REDACTED]



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Support of lease**

1 message

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**Lisa Brigden** <[REDACTED]>

Wed, Aug 18, 2021 at 12:29 PM

To: "cartershayandgrain@gmail.com" &lt;cartershayandgrain@gmail.com&gt;

We are in strong support of the next 10 year lease renewal for Carter's. We live in Olivenhain and rely on them for our supplies and food for our llamas, goats, chickens, guinea pig, dogs etc. They are a part of our community and are necessary for the survival of our rural lifestyle. Thank you!

The Brigden Family



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Lease**

1 message

**code3qh (null)** [REDACTED]

Wed, Aug 18, 2021 at 12:10 PM

To: Cartershayandgrain@gmail.com

To whom it may concern,

As customer of both Carter's Hay and Grain and the Olivenhain Water District I write to convey how important both are to the life we enjoy in this community. Living in this community we have the best of everything Southern California has to offer. Having a knowledgeable, feed store to help care for our pets and livestock is essential. Yes, people have animals other than cats and dogs.

I have 6 horses and 4 dogs on my property. Each evening I can hear my neighbors donkeys, goats, pigs, roosters and yes... there's even a cow though I won't tell where!!

Encinitas long enjoyed a variety of animals, Olivenhain (your namesake) and Elfin Forest still do. Please show your commitment to the families of your customers who much need the feed, supplies and services provided by Carter's and extend their lease.

Thank you,

Vanessa Holland  
[REDACTED]

Sent from my iPhone



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

---

**Save Carters!**

1 message

**Bob Nortman** [REDACTED]

Tue, Aug 17, 2021 at 8:08 AM

Reply-To: Bob Nortman &lt;[REDACTED]&gt;

To: "cartershayandgrain@gmail.com" &lt;cartershayandgrain@gmail.com&gt;

Good Morning Amanda,

My wife and I have been customers of Carter's Hay and Grain since our kids were in 4H and Bill Newland ran the store which was known then as "H&H Feed". We consider Carters a permanent fixture of Olivenhain and hope it will be in business for many years to come.

Your neighbors, Bob & Mary Jo Nortman



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

---

**Lease Renewal Note**

1 message

**Claire Fernandez** [REDACTED]

Tue, Aug 17, 2021 at 9:10 PM

To: "cartershayandgrain@gmail.com" &lt;cartershayandgrain@gmail.com&gt;

To whom it may concern,

Carter's Hay and Grain has greatly supported me and my family. As a past 4-Her they provided a close and convenient store to purchase feed and supplies for raising livestock. As a horse owner, they've done the same. The staff and owner, Mike, have always made the place a kind and safe place with such a friendly environment. Carter's truly is an Encinitas gem, not just the store itself but the people who keep it running.

Sincerely,

Claire and Karen Fernandez



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**I want your business to stay there!**

1 message

**Laurel Lemarie** [REDACTED] >

Tue, Aug 17, 2021 at 7:47 PM

To: Cartershayandgrain@gmail.com

Dear Carters,

I appreciate your business - I have used it since the late 1970's, then known as another name, for hay and horse supplies, even tack repair by then Eli Long!

Please submit my email to OMWD on your behalf.

*Laurel Lemarié*  
[REDACTED]





Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Carter's Lease Renewal**

1 message

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**Stevie Fate-Dixon** <[REDACTED]>  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 4:59 PM

To Whom It May Concern,

It has been brought to my attention that Carter's (our local feed store), located on the corner of Rancho Santa Fe Rd. and Olivenhain Blvd. has their lease renewal up for review by the Olivenhain Water District.

Carter's Hay and Grain is in High Demand in our Olivenhain and Encinitas Community, and we continue to support their location.

Please renew Carter's lease at their current location so that we can continue to feed all our animals.

Thank you for your time.

Sincerely,  
Stevie Fate-Dixon



Sent from my iPhone

Dear Carter's:

We moved to Olivenhain in 1973. It certainly was rural then and we had to drive great distances in order to get supplies to build our house and buy people food. However, there was one place close by where we found everything we needed for pets and livestock and other animals in 4-H. It wasn't called Carter's then but it was the same type of locally owned feed store we rely on today.

Now most of Encinitas isn't rural, but those of us living east of Rancho Santa Fe Road are still rural and we GREATLY depend on the delivery service of large items like heavy grain bags and hay bales for **hundreds, if not thousands** of animals that live in our area of rural Olivenhain AND Rancho Santa Fe. Weekly we need to stop in for the small stuff! These items are NOT available at any bulk 'pet stores'.

No other establishment delivers to us all. Most of us would be hard pressed to spend the money to have supplies trucked from Lakeside or Ramona!

Please show this email to OMWD. We NEED Carter's to remain here to service our community as much as we need the water we so carefully conserve!

Ask them to PLEASE RENEW YOUR LEASE!

(For a very long time!)

Anni Mallison



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Lease**

2 messages

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**Shelly** [REDACTED]  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 10:10 AM

Sent from my iPhone

---

**Shelly** <shellymurphey@gmail.com>  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 10:15 AM

Carter's is critical for our area!! We count on them for all our livestock supplies! It's part of Olivenhain history! It's one of the buildings that help us remember what Olivenhain was and hopefully will continue to be! So many of us depend on them!

Sent from my iPhone



Carter's Hay & Grain <cartershayandgrain@gmail.com>

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## Lease

1 message

Geoff Baynes [REDACTED]

Tue, Aug 17, 2021 at 2:12 PM

To: cartershayandgrain@gmail.com

Cc: Michael W Kew [REDACTED]

Renew the lease for all our animals please!



IMG\_5004.jpg  
118K



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Carter's lease renewal**

1 message

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**Barbara Drosman** [REDACTED]  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 9:37 AM

Hi. We're Carter's customers who would not know what to do without this wonderful business. They are essential to us and so many other animal owners in Encinitas and Olivenhain. Not only do they provide all manner of food and necessities for animals, they also offer great advice, help for new owners and reassurance to all customers who need a little TLC. This is truly a resource for this community that should remain for the benefit and happiness for all. What would we do without Amanda and Mary? And, they deliver, no small thing for 12 bales of hay.

Dr. Steve and Barbara Drosman  
[REDACTED]

Sent from my iPhone



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**WE NEED YOU!**

1 message

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**Daria Quay** <[REDACTED]>  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 8:56 AM

As one of your customers for the past 30 years, I wanted you to know how much I hope that your lease is renewed. The North County community needs your business. This area has hundreds of horses, chickens, goats, sheep, birds and of course, cats and dogs. We buy all our feed from Carters and it is part of our North County family!

Whatever we, your good customers, can do to help support you, please let me know.

Best regards,

Daria Quay  
RSF/Encinitas




Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

---

**New Lease Please!**

1 message

**Stanley** 

Wed, Aug 18, 2021 at 8:51 AM

To: "Cartershayandgrain@gmail.com" &lt;Cartershayandgrain@gmail.com&gt;

We have ordered many feeds from first H&H, and then Carter's! Over the years we always ordered shavings, hay, chicken feed, emu feed, goat feed, pig feed, etc

They were always there for us! We implore you to renew their lease. It is hard to imagine not having the feed store there! We truly need them!

Sincerely,

Kathy Cole

Sent from [Mail](#) for Windows 10



8/18/2021

Gmail - Lease renewal



Carter's Hay & Grain <cartershayandgrain@gmail.com>

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## Lease renewal

1 message

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**JULI STEAD** [REDACTED]

Wed, Aug 18, 2021 at 2:38 PM

To: cartershayandgrain@gmail.com

Hello Amanda!

I just heard that your lease is up for renewal and I wanted to express how much Carter's means to our community! Carter's is a mainstay, just driving by it creates a feeling of everything is going to be during the pandemic! My bunnies, chickens, dogs and horse including our children have benefited over and over again from all the services you supply! Carter's is a huge part of our community with all the development happening in our town, It's nice to have Carter's there to remind us where we've been and what's really important! Just think everyone needs to know that!!

Fondly,  
Juli Stead  
[REDACTED]

Sent from my iPhone

8/18/2021

Gmail - Carter's Hay & Grain Lease Renewal with OMWD



Carter's Hay & Grain <cartershayandgrain@gmail.com>

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## Carter's Hay & Grain Lease Renewal with OMWD

1 message

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**Michael Shields** [REDACTED]

Wed, Aug 18, 2021 at 10:37 AM

To: Cartershayandgrain@gmail.com

Dear Mike and Amanda,

I heard that your lease was up for renewal, so wanted to voice my support in favor of the lease renewal to you from OMWD. Feel free to forward this e-mail to the OMWD or other entities if it is at all helpful.

Carter's is a wonderful small local business which I and many of my fellow neighbors in Olivenhain frequent for a variety of products for our gardens. Many of my fellow neighbors board horses and the products at Carter's are extremely important for the care of their animals. Losing Carter's would mean we would all have to travel significantly farther, e.g. to Escondido, just to get the products and services which Carter's now provides.

Carter's has been a fantastic local business and wonderful neighbor and it would be a gigantic hole for our community to not have Carter's here. I sincerely hope they have the opportunity to continue to help take care of our gardens and animals for many years to come.

Sincerely,  
Mike Shields

[REDACTED]

# ACP ENTERPRISES, INC.

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**Mandy Porter**



August 15, 2021

To Whom it May Concern,

My name is Mandy Porter and I am a professional show jumping competitor, having competed on the national and international level for many years. I have competed throughout the United States, Canada and Europe. I now maintain my competition and training stable in Encinitas, California and continue to compete on the show jumping circuit.

I have lived in Encinitas for 20 years and I frequent Carter's Hay and Grain for professional supplies for my business as well as personal supplies for my home and pets. Carter's is an essential business in our community, providing all the needs of livestock and family pets. It is a family operated business and they know the needs of the community because they have years of experience within their community. Everyone at Carter's is very knowledgeable, professional, courteous and a pleasure to work with.

I strongly encourage the renewal of their lease as the community relies heavily upon their services.

Sincerely,

Mandy Porter

Julie Costello



Encinitas, Ca 92024

Carter's Hay and Grain is considered the heart of the horse community in Olivenhain and surrounding areas. It is a mainstay that all horse people rely on. As the manager of a large horse facility located just a few miles away I have been a loyal customer for over 16 years. We either pick up grain and hay or have it delivered on a weekly basis. Not only do they provide feed they also have many supplies and medications that are essential for the health and well being of our horses. It would be hard to imagine running my business without them in their current location.

What really makes Carter's special is their staff. The majority have been there as long as I have been a customer. They care about their clients, listen to them and always offer help when they can. Mike Carter is always accessible, incredibly helpful and such a good guy. It makes me feel good to support such a great business that genuinely appreciates their customers.

The trust and relationships built in our community are the most important. We are a community of many horse farms, chicken coops, dogs, cats, and bunnies. Carter's is an institution and needs to remain the place we all go to for all our furry friends needs.

Thank you,

Julie Costello



**Carter's Hay & Grain <cartershayandgrain@gmail.com>**

## Carter's Hay & Grain Lease

1 message

**Kew, Michael W**

Mon, Aug 16, 2021 at 3:39 PM

To: "cartershayandgrain@gmail.com" <cartershayandgrain@gmail.com>

To whom it may concern:

Our family has been in the Olivenhain area since around 1980 at which time the local feed store was called H&H. The area includes many families that are involved in 4H, equine stables and backyard animals. This is part of the local culture and still is in the 2020s. Carter's Hay & Grain serves as an important cog in the activities of many families in Olivenhain. It would be a shame to send all of this business to Mary's Tack & Feed in Del Mar although they are fine people. Renewing the current lease would benefit all members of the Olivenhain community.

Very truly yours,

Michael W. Kew

Olivenhain, CA 92024

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Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

---

**Appeal to OMWB re: Lease Renew for Carters.**

1 message

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Nancy Fisher <[REDACTED]>  
To: "Cartershayandgrain@gmail.com" <Cartershayandgrain@gmail.com>

Mon, Aug 16, 2021 at 12:51 PM

To Whom It May Concern

It has come to my attention that the lease for Carters Hay and Grain in Olivenhain is up for board review and renewal.

I wanted to take a moment and speak to the scope of the contribution that Mike Carter makes to this community. And by "community," I mean the community of San Diego County, not merely the immediate area serviced by the retail sale of livestock and pet supplies.

When Southern California is being ravaged by wildfires, Mike and his team of workers, drivers, suppliers, and delivery trucks stand up and serve.

They work around the clock to center post the acquisition, distribution, and delivery of supplies, feed, bedding,

and hay to support those families and animals who have been evacuated from the path of fires.

They save us. Our animals. Our families.

The relationship Mike has with large pet/livestock suppliers and the facilities he maintains allows the large hay and grain suppliers to rush emergency shipments to Mike's location for distribution via Carter's staff and transport capabilities. Key evacuation locations rely on Carter's to provide food and supplies for the hundreds and hundreds of animals housed during emergencies.

Of course, on a day to day basis, Carter's support the many, many residents of Encinitas, San Marcos, Rancho Santa Fe, and Olivenhain by maintaining a retail store and distribution.

This owner-operated business is essential to us. It's important to you, Olivenhain and San Diego

8/16/2021

Gmail - Appeal to OMWB re: Lease Renew for Carters.

County.

I trust the Board will take the scope of Mike's work into with the community into consideration and find their way to approve a renewal of the existing lease.

We need Carter's. We need Carter's right where there are, and we hope you can see why.

Best Regards,

Nancy Fisher

**Nancy Fisher**

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Gmail - Lease



1 message

Mon, Aug 16, 2021 at 9:41 AM

Sincerely,  
Katie Brown  
Sent from my iPhone



1 message

Sat, Aug 14, 2021 at 12:21 PM

Please accept this as a heartfelt request to extend Carter's Hay & Grain lease. They are an integral part of our community. Not only for our equestrian and animal community but for so many others as well.

Most importantly, they have been a lifeline to so many equestrians and animals large and small during some of the most horrendous disasters our community has had to face. From expediting information and assistance during the wildfires past and for the future they have always been available to all in need without question. I know they have raised funds and donated services and supplies wherever needed.

Our community would not be the same without them. Your consideration for extending their lease is greatly appreciated.

Best regards,

Dione Rubio  
Ralph Rubio



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**lease renewal**

1 message

ETC [REDACTED]

Sat, Aug 14, 2021 at 2:50 PM

To: cartershayandgrain@gmail.com

Cc: Linda Martin [REDACTED]

To whom it may concern,

I would like to support Carter's Hay and advocate the renewal of their lease.

Many of my neighbors and members of Encinitas Trails Coalition have been patrons of this feed store for years, myself included.

They have sold our Encinitas Trail map as a way of supporting our organization.

In this community we have hundreds of horses, small animals and livestock owners who rely upon them for feed.

During the last fire that displaced animals and horses around San Diego, Carters donated feed to the Del Mar race track where animals were sheltered.

They are a necessary asset to this area.

Without Carter's at this location many would have to buy feed from another City and not Encinitas.

This is the only place around here like it.

We would like to see this business around here for many years.

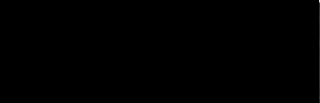
Thank you for your consideration.

—

*Sincerely,*

*Linda Martin*

■ *Encinitas Trails Coalition*



Gmail - Keep Carter's!



1 message

Sat, Aug 14, 2021 at 3:46 PM

Sent from the all new AOL app for iOS



**Carter's Hay & Grain <cartershayandgrain@gmail.com>**

## Recommendation

1 message

**Pamela Johnson** <[REDACTED]>  
To: Cartershayandgrain@gmail.com

Sat, Aug 14, 2021 at 4:08 PM

To whom it may concern, Carter's Hay and Grain has been my feed store for us long as I've been in San Diego, over 18 years now. They run a very clean and efficient business. All the people in there are courteous.

In my opinion there a asset to the neighborhood. They are extremely well respected in the local horse and animal husbandry community which they have served very well over the years.

Regards,

Pam Johnson

Sent from my iPhone

8/16/2021

Gmail - Thank you!



Carter's Hay & Grain <cartershayandgrain@gmail.com>

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## Thank you!

1 message

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Jennay-Cox <[REDACTED]>

Sat, Aug 14, 2021 at 4:55 PM

To: Cartershayandgrain@gmail.com

Dear Carter's Hay and Grain,

We want to thank you for your great service in delivering bales of hay to our property! We use the hay around our in-ground trampoline to protect our kids. They love it when the hay first arrives!

It's great to have your company located in Olivenhain as the rural nature of our community is a treasure of Encinitas!

Many thanks!

Jennay and Kevin Gunderson

[REDACTED]





Carter's Hay & Grain <cartershayandgrain@gmail.com>

### Support for Lease Renewal

1 message

**Elke Chenevey** [REDACTED]  
To: Cartershayandgrain@gmail.com

Sat, Aug 14, 2021 at 5:33 PM

Hello, as a twenty-five year homeowner in Olivenhain, I'm writing in support of your lease renewal with OMWD. Your establishment is a welcome reminder of the rural flavor we enjoy in our community. Thank you for maintaining your business in our area and I hope OMWD will act to renew your lease promptly. Best wishes, Elke Chenevey





Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Invaluable part of our community**

1 message

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**Liz Brolaski** <[REDACTED]>  
To: Cartershayandgrain@gmail.com

Sun, Aug 15, 2021 at 12:30 PM

Hello;

I just wanted to write in support of your lease renewal and how much we have come to rely on your presence. Carter's has become a truly invaluable part of our community since the 70s. The products, service and delivery you provide to all of us animal owners is without question irreplaceable. We all live in this community because we love "the country" and our horses, chickens, goats and other critters. People who live in the newer developments also rely on you for their dog and cat foods.

I know the neighborhood has changed drastically since the 19070s but we would dearly miss having the opportunity to support such a fine, lovely family "Mom and Pop" establishment rather than the big box Petcos and Petsmarts. Let's keep the love in our once small community, even though we have grown so big.

OMWD, I am one of your customers and I am asking you to please, please, please renew the lease for Carter's. I know you will make a lot of people very happy to know that their beloved local supplier is with us for years to come!

Thank you for your time!

Liz Brolaski  
[REDACTED]



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

**Carter's hay and Grain**

1 message

**Valerie Thorpe**

To: Cartershayandgrain@gmail.com

Sun, Aug 15, 2021 at 2:03 PM

Dear OMWD,

I have been buying hay and grain at this location for over 25 years. To me this store is a landmark which points to the roots of this community, the last vestige of our rural roots. But not only that, I own goats, horses, dogs, and chickens. It is really nice to have a local feed store to ask questions, get advice, and I always run into a neighbor who is also picking up something for their animals. The next feed store is not close and I would hate to have to find out the cost for hay delivery. In addition, Carter's has generously supported the local children through the local 4H programs, especially with their lamb projects. They are a great store and provide a great service to our community. Losing the business in its present location would be a travesty.

Please renew Carter's lease in their present location.

Valerie Thorpe

Daniel Boyle

**Stephanie Kaufmann**

---

**From:** patricia borchmann [REDACTED]  
**Sent:** Wednesday, August 18, 2021 1:08 PM  
**To:** Stephanie Kaufmann  
**Cc:** patricia borchmann  
**Subject:** Fwd: Support of Lease renewal for Carter Hay and Grain, OMWD Agenda 8-18-21

S.Kaufmann - Olivenhain Municipal Water District

I am forwarding the email that I wanted to make sure will be forwarded to the Olivenhain Municipal Water District, for the Commission meeting today at 3 pm. I am sorry my first email was misdirected to an incorrect email address.

If possible, please make sure this email can be distributed to the OMWD Commissioners prior to this important meeting this afternoon. Your assistance is greatly appreciated.

----- Forwarded message -----

**From:** **patricia borchmann** <[REDACTED]>  
**Date:** Wed, Aug 18, 2021 at 9:44 AM  
**Subject:** Support of Lease renewal for Carter Hay and Grain, OMWD Agenda 8-18-21  
**To:** <[skaufmann@olivenhain.org](mailto:skaufmann@olivenhain.org)>  
**Cc:** patricia borchmann <[REDACTED]>, <[carterhayandgain@gmail.com](mailto:carterhayandgain@gmail.com)>

Olivenhain Municipal Water District -

I am writing to inform OMWD Commissioners of my strong personal support for Lease renewal for Carters Hay and Grain, which is an item on OMWD Agenda today at 3 pm.

Carter Hay and Feed is a local business that has become an important thread in the fabric of the rural community. They are an integral part of the community, particularly for the many animal keepers in the valley. Businesses like this are slowly disappearing, making it harder for rural communities to maintain their lifestyle and community identity. OMWD is a good neighbor, and is also an ideal community partner as well. Many are counting on OMWD Commissioners to see the value of maintaining the trust, and need for action to renew the lease for Carter Hay and Grain, and to maintain the continuity of the essential service that they provide, that is necessary to sustain the rural lifestyle and identity in the valley.

I do not personally live in the OMWD District, but I have family and friends who do, and I am a frequent visitor. My observations, and favorable comments from family and friends regarding how much they rely on Carter Hay and Grain have provided me the reason to submit my email comment.

## Stephanie Kaufmann

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**From:** [REDACTED]  
**Sent:** Wednesday, August 18, 2021 1:31 PM  
**To:** Cartershayandgrain@gmail.com; Stephanie Kaufmann  
**Subject:** Letter of support for Carter's Hay and Grain lease renewal

To the Olivenhain Municipal Water District:

I encourage Olivenhain Municipal Water District to renew Carter's Hay and Grain lease.

I am a resident of Olivenhain.

I am a Carter's customer.

Having them in the community is a great benefit to me personally and to others with pets and livestock.

They provide support to the community beyond providing supplies for pets and livestock:

- They purchased my daughter's lamb at the San Diego County Fair
- They have also provided employment to community members.

I also just love driving by the property, seeing the "barn" and all the livestock.

Carter's has been a good and responsible community contributor, and I would love for them to stay in Olivenhain for many years.

Jamie Sternberg

## Stephanie Kaufmann

---

**From:** Chondra Brown [REDACTED]  
**Sent:** Wednesday, August 18, 2021 2:28 PM  
**To:** Stephanie Kaufmann  
**Subject:** Carter's renewal

Carter's is a very important aspect of everyday lives of residents in Olivenhain , Rancho Santa Fe and elfin Forest . As an OWD customer we urge OWD to renew lease .

Always Be Kind & True ,  
Chondra Brown

Support A Veteran  
[www.nonetheless.co](http://www.nonetheless.co)

## Stephanie Kaufmann

---

**From:** Rachel A de la Vega [REDACTED]  
**Sent:** Wednesday, August 18, 2021 2:51 PM  
**To:** Stephanie Kaufmann  
**Cc:** Cartershayandgrain@gmail.com  
**Subject:** Public Comment Item C-f - In SUPPORT of renewing 10-year lease to Carter's Hay and Grain

Dear OMWD Board Members,

I urge you to renew Carter's Hay and Grain lease for another 10 years. They epitomize Olivenhain.

Mike Carter, store manager Amanda Rogers, and all the staff run a great, family-run small business. Their products and customer service are the best, and if you need help they really do give great advice. I'd rather support a local small business than a faceless online website. If they had to move, where would they go?

Thank you for your time, and again please vote to SUPPORT renewing Carter's lease.

Sincerely,  
Rachel de la Vega, [REDACTED]  
(Email comments only, I am unable to attend the meeting tonite.)

## Stephanie Kaufmann

---

**From:** Janelle Butler [REDACTED]  
**Sent:** Wednesday, August 18, 2021 2:44 PM  
**To:** Cartershayandgrain@gmail.com  
**Cc:** Stephanie Kaufmann  
**Subject:** OMWD Please Renew Carter's Lease!

Please!!! We are in full support of this wonderful business who has helped so many for so many years. We need them! We would not be the same without them!

Janelle Butler

[REDACTED]  
Carlsbad, CA 92009



## Stephanie Kaufmann

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**From:** JP Theberge [REDACTED]  
**Sent:** Wednesday, August 18, 2021 9:59 AM  
**To:** Stephanie Kaufmann  
**Cc:** Cartershayandgrain@gmail.com  
**Subject:** Support of Lease renewal for Carter Hay and Grain, OMWD Agenda 8-18-21

Esteemed commissioners:

My name is JP Theberge and I'm the chair of the Elfin Forest / Harmony Grove Town Council. Carter's has been a mainstay in our community for many years. As the rest of the area becomes more and more urbanized, we are losing access to many of the amenities like Carter's who provide an invaluable service to our community members. Our community has hundreds of horses, goats, chickens and other livestock and we rely on Carter's to help maintain that lifestyle. Carter's has always supported our community during times of need as well and we are very appreciative. Many of us consider them part of our community, in fact.

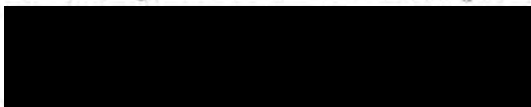
As a ratepayer and an active member of my community, I respectfully ask that OMWD renew the lease on reasonable terms in order to ensure we don't lose an integral part of our community.

Thanks for all you do.

-JP Theberge  
Elfin Forest



JP Theberge President, Director of Insights



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



# Colony Olivenhain



423 Rancho Santa Fe Road, Olivenhain, CA 92024

[www.olivenhain.org](http://www.olivenhain.org)

August 18, 2021

Re: Carter's Hay & Grain Lease Renewal (Agenda item 9C-F)

Dear Olivenhain Municipal Water District Board,

It has come to our attention that the lease contract has come up for renewal with Carter's Hay & Grain. This family owned business is an essential part of our local community. Since the 1970's, Olivenhain and other local community residents have gone to this location to buy their livestock feed and supplies from the feed store. In addition, Carter's Hay and Grain provides a very important delivery service of bulky items to the many barns and private homes in Olivenhain. The Olivenhain Town Council supports the lease renewal for Carter's Hay & Grain.

Sincerely,

Jennifer Bishop  
Secretary, OTC Board





Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

**Carter's Hay & Grain - In support of lease renewal**

1 message

**Elizabeth Sugarman** [REDACTED]

Wed, Aug 18, 2021 at 2:51 PM

To: cartershayandgrain@gmail.com

To Whom it May Concern:

I am writing to express my gratitude and support for an Olivenhain treasure, our local feed store, Carter's Hay & Grain. I'd love to tell you how important this local business is to our community and encourage you to renew their lease for as long as possible!

We have been a part of the Carter's community, buying all of our animal feed there since we began Sugar Sweet Farm 17 years ago. And I don't know how our family farm would survive without this crucial business. Not only do they provide a much needed service selling hay and feed to our community, but they are also the center for all things agriculture and livestock. They are the central switchboard, connecting Olivenhain animal owners with a wealth of resources, far beyond animal nutrition. They've referred me to local ferriers, sheep shearers, veterinarians, horse trainers, rabbit breeders, 4-H leaders . . . and the list goes on and on. And in an emergency, their employees will stop everything to deliver medicine or lifesaving food for our animals.

As a leader of Olivenhain Valley 4-H, I was so grateful for the way Carters Hay & Grain supported our 4-H kids. They've donated and discounted feed for the children's 4-H animal projects. They've sponsored and donated prizes to our horse shows, dog shows and meetings. They have purchased countless project animals from children, not only financially supporting the kids, but also sending their employees to the livestock auction at the county fair to bid on the animals and support the local 4-H kids. And because of their 2nd location in Lakeside, they often serve as a bridge between livestock resources throughout the county. Mrs. Carter is a long-time 4-H leader and volunteer. And their outstanding son, Toby, has been a role model 4-H member. This family run business also employs 4-H teens, local horse trainers and so many other community members.

And I have barely touched on the critical role Carters plays in being a 5 min. drive from the farm when I am out of hay or feed between deliveries. And I LOVE that Carters will deliver (with a friendly smile) my hay and feed. I often need feed, or medicine or some other essential product and can find it just down the road. Sometimes I don't even know what I need and I just need some knowledgeable help figuring out how to support my animals. And Mary or Amanda or Hannah stop their day and come to my aid.

This is a neighborhood business that improves the character of our community. It is absolutely essential that it remains for years to come.

Please do not hesitate to call if I can provide more information.  
Thank you in advance for your consideration.

Warmly,  
Elizabeth Sugarman

Elizabeth Sugarman | Owner  
[REDACTED]



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Carter's Hay & Grain Lease Renewal with OMWD**

1 message

**Nicki** [REDACTED]

Wed, Aug 18, 2021 at 8:27 AM

Reply-To: Nicki [REDACTED]

To: "cartershayandgrain@gmail.com" &lt;cartershayandgrain@gmail.com&gt;

Dear OMWD Board Members,

I would like to show support and encourage you to renew the ten year lease with Carter's Hay and Grain. I am pleased to inform you that Mike Carter has supplied hay to the largest equine rescue facility in the county, FalconRidge, for over a decade with extreme professionalism and care.

FalconRidge Equine Rescue is a 501c3 organization that provides community services to the county by taking in and housing fifty horses at all times who have been rescued from neglect and abuse by local humane agencies in our community. Mr. Carter always ensures our truckloads of hay are delivered on time and has been instrumental in helping us rehabilitate and rehome approximately twenty five to fifty horses per year into loving homes for life.

Please approve this amazing man's lease so he can continue to support our community in a positive and much needed manner.

Thank you so much,

**Nicki Branch**



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Letter of support**

1 message

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**Melisse Mossy** <[REDACTED]>  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 3:57 AM

Dear Honorable Members of the Board,

It is with great honor that I write a letter of support to renew the lease for Carter's Hay and Grain which is up for your review. Carter's is a very much needed community asset that provides the only access to food for our pet mini-livestock within 30 minutes. Regular pet stores do not provide food for these types of animals nor does any online company due to the costs associated with shipping very heavy hay etc. . During the lockdown and even now, they are a lifeline to those of us who rely on their deliveries. We would be in a dire situation without Carter's, as there are many rural properties in our area as well as other pet owners who utilize their products daily.

Kindly assist our rural community, by renewing the lease. Interestingly, if you notice the horse on the Encinitas city emblem, it was put there to symbolize what we represent as part of our community and what we need infrastructure to support. We are grateful for your support of a very needed and vital community resource.

Here to be helpful😊

Melisse Mossy

Resident and Trustee, Vice-president SDUHSD Board





Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Why we love Carter's**

4 messages

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**Dione Rubio** [REDACTED]  
To: cartershayandgrain@gmail.com

Sat, Aug 14, 2021 at 12:21 PM

To whom it may concern:

Please accept this as a heartfelt request to extend Carter's Hay & Grain lease. They are an integral part of our community. Not only for our equestrian and animal community but for so many others as well.

Most importantly, they have been a lifeline to so many equestrians and animals large and small during some of the most horrendous disasters our community has had to face. From expediting information and assistance during the wildfires past and for the future they have always been available to all in need without question. I know they have raised funds and donated services and supplies wherever needed.

Our community would not be the same without them. Your consideration for extending their lease is greatly appreciated.

Best regards,

Dione Rubio  
Ralph Rubio

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**Carter's Hay & Grain** <cartershayandgrain@gmail.com>  
To: Dione Rubio <dmrubio@gmail.com>

Tue, Aug 17, 2021 at 10:04 AM

Dione,  
Your support means the world to me and all of us at Carters!  
Thank you so much for the letter and all your love!

I can't thank you enough,  
Amanda

**Carter's Hay & Grain**  
**1985 Olivenhain Rd.**  
**Encinitas, Ca 92024**  
**760-436-4738**

[Quoted text hidden]

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**Dione Rubio** <dmrubio@gmail.com>  
To: Carter's Hay & Grain <cartershayandgrain@gmail.com>

Tue, Aug 17, 2021 at 12:23 PM

👩💖🐾 All the best to you tomorrow! Go get'm!

On Aug 17, 2021, at 10:04 AM, Carter's Hay & Grain <cartershayandgrain@gmail.com> wrote:

[Quoted text hidden]

8-18-21

To: Olivenhain Municipal Water District

I understand that Carters lease is up. I am certain you will extend it for many reasons, but primarily because Carters is as much a part of our community as OMWD is. It is an integral part of our community. Not only do I get all my hay, grain and equine supplements, but I also get all my pets food there as well.

If Carters is gone, we will have to go all the way to Del Mar for the same items.

Carters is our own little flagship for all that is Olivenhain; we are both a coastal and rural community.

You often see horses traveling up and down RSF road, 13<sup>th</sup> and along Lone Jack as well as all the side streets. How incredible is that?

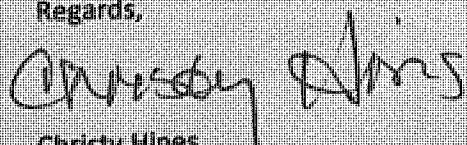
The thought of losing Carters, the family feel it offers, and the ability to have local access to feed for our: horses, dog and chickens is extremely important to all of us.

I hope you not only extend their lease, but include a long term option for them as well. I am happy to discuss this with anyone at OMWD.

As the broker and owner of Distinctive Homes CA, the two places that I show all buyers, is the Olivenhain town hall and Carters Hay and Grain. Both are something that every buyer thinks is special, unique and they say, "brings a sense of community for all local residents to enjoy."

Please, keep our community together and extend Carters a long term lease.

Regards,



Christy Hines







Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**letter of support**

1 message

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**Chris Fink** <[REDACTED]>  
To: "Cartershayandgrain@gmail.com" <Cartershayandgrain@gmail.com>

Wed, Aug 18, 2021 at 9:50 AM

To whom it may concern:

I have been a customer of Carters for years....and cannot imagine your not being in our community!  
Besides the equestrian and canine products (my needs)---Carters is a valuable "corner meeting spot" for the community.

Here's hoping your lease renewal is active and keeps you in our neighborhood!

Christina Fink  
Rancho Santa Fe



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Support Good business!**

1 message

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**Geanna Schmidt** [REDACTED]  
To: cartershayandgrain@gmail.com

Wed, Aug 18, 2021 at 9:05 AM

Dear Listening Ears,

Carters Hay and Grain is one of the few small business that still employs people that are passionate about their products, their community and customer care.

They have stood up and donated to every youth or other event or cause we have ever asked of them in our last 25 years with them. They have done a great job carrying the torch of the old H&H feed store that preceded them. They are the only feed store that's serves our community.

Carter's is a network of and for families and pets, and without them, Encinitas pet owners would succumb to yet another strip mall town with no heart for all types of pets.

Please keep them, & support them in renewing their lease at an affordable long term rate.

Sincerely,

Geanna and Scott Schmidt

Schmidt Electric ✕

Established in Encinitas since 1948

8/18/2021

Gmail - My family has probably been going to the feed store just about long as anybody. I remember when one of the Wiegand's had an ...



Carter's Hay & Grain <cartershayandgrain@gmail.com>

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**My family has probably been going to the feed store just about long as anybody. I remember when one of the Wiegand's had an egg ranch, Then the feed store started after that. It's community land mark, and much needed in the community. Thanks, Stan Cole**

1 message

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**Stanley** <[REDACTED]>

Tue, Aug 17, 2021 at 9:47 PM

To: "Cartershayandgrain@gmail.com" <Cartershayandgrain@gmail.com>

Sent from Mail for Windows 10



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Letter to OMWD**

1 message

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To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 10:25 PM

To Whom it may concern,

Regarding the upcoming lease renewal for Carters Hay and Grain.

I have been an horse veterinarian in the area for the past 29 years. This property has as long as I can remember supported the equine community in North county. Although urbanization has crept in and surrounded a lot of the horse community we still are here. We need this important service in our community. Not only does the horse community depend on Carters for their horse feed and supplies but they have always been there supporting us through challenging times.

I know for some people newer to the area they may not understand, but just look at the Encinitas logo with a horse in it. The horse community has always been and hopefully we will continue to be an integral part of the community at large. We deserve to stay here and Carters deserves to have the lease to continue to provide such excellent service to the horse and livestock needs of the area.

Respectfully,

Lisa Grim, DVM

Virus-free. [www.avast.com](http://www.avast.com)



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Support letter for OMWD**

1 message

**Dana Pressley** <[REDACTED]>

Tue, Aug 17, 2021 at 10:35 PM

To: Cartershayandgrain@gmail.com

Here's a support letter for the meeting tomorrow!!! My fingers and toes are crossed they renew! We can't lose you guys!

Best,  
Dana Pressley  
Sent from my iPhone



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**Carter's Letter.docx**

309K





Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Support for Carter's Hay & Grain Lease renewal with OMWD**

1 message

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**Amy McCord** [REDACTED]  
To: cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 9:45 PM

My family and I are writing in support of the lease renewal for Carter's Hay and Grain. With over 300 horses residing in Olivenhain, this business is an important part of the community and should definitely stay in that location.

Sincerely,  
Amy McCord



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

**RE OMWD lease renewal for Carter's**

1 message

Susanne Desai <[REDACTED]>  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 9:45 PM

To Whom it may Concern at Carter's Hay and Grain and OMWD:

I am a long standing customer of Carter's Hay and Grain since I bought my farm in 2008 and before when I was boarding in Olivenhain. I buy hay for my horses shaving and supplements every 8 weeks and have it delivered. North County and Olivenhain in particular are amazing places where we still have some urban rural communities that have horse trails and horses allowed. Carter's is a foundation of the horse community and not only provides daily service to people like myself but during fires and the pandemic they are beacons of service to those in need. I hope that you renew the lease for Carter's where it is now. They provide essential services for a large horse community and friendly advice and suggestions for people owning horses goats chickens dogs and cats which helps to foster the community style we hope continues to be strong in Olivenhain.

Thanks for your consideration,

□Susanne Desai□



92029-







Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Letter of Support!**

1 message

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Natalie Neal <[REDACTED]>

Tue, Aug 17, 2021 at 9:27 PM

To: "cartershayandgrain@gmail.com" &lt;cartershayandgrain@gmail.com&gt;

To Whom it May Concern,

I am writing on behalf of Carter's Hay and Grain. This place is a landmark, a staple in our community, and one of the reasons I chose this area for its small town rural farm feel. That would be lost without Carter's Hay and Grain.

I've been a longtime resident of Encinitas and currently run Olivenhain Farms, a non-profit educational farm, off Lone Jack. I stop by Carter's at least once a week, pick up what my farm needs, pet the cats, have a chat with other animal lovers and the place always puts a smile on my face. Carter's is Olivenhain.

Thank you for listening,  
Natalie Neal  
[REDACTED]



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Lease renewal**

1 message

**Carla Pressley** [REDACTED]

Tue, Aug 17, 2021 at 9:13 PM

To: Cartershayandgrain@gmail.com

Carter's is a long standing representation of our community. It should not be shuttered because of big development. It services a broad sweep of our community, from dog owners to goat and small animal owners to horse owners. It will be a sad day to drive by and not see a beacon of what brought this community to where it is today. The wonderful land and life stock owners who where here from the beginning. It, and the old town meeting hall, are all that is left to remind us.

Sent from my iPhone



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Re: OMWD Lease Renewal ... WE NEED YOUR STORE !!**

1 message

**Snyder** [REDACTED]

Mon, Aug 16, 2021 at 10:12 PM

Reply-To: Snyder [REDACTED]

To: "cartershayandgrain@gmail.com" &lt;cartershayandgrain@gmail.com&gt;

Dear Carters -

This is Pam Snyder, President of San Dieguito Riders (SDR) - A local horseback riding club consisting of around 100 members from Encinitas, Rancho Santa Fe, Carlsbad and a few other places. Our members LOVE your store and frequent it often. We would be lost without your presence in this area! We completely support your efforts to get your lease renewed, and are happy to tell the OMWD that we do, if necessary. Please let us know if you need any "back-up" from your loyal customers.

Sincerely ... and GOOD LUCK!!,

Pam Snyder

President, San Dieguito Riders  
[REDACTED]



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**Renewing Carter's lease**

1 message

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**Karen Haubrich** [REDACTED]  
To: Cartershayandgrain@gmail.com

Tue, Aug 17, 2021 at 11:33 AM

My husband and I have been customers of Carter's for more than 25 years. They provide invaluable support to the community. Not only are they the only feed store in the area for which there is a great need, but also they are readily available for questions and suggestions. They support the local 4H clubs and are welcoming to new animal owners. They are an important part of our community and the OWD could not have a better tenant who shares their values of community and service. Please renew the lease!



Carter's Hay &amp; Grain &lt;cartershayandgrain@gmail.com&gt;

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**lease renewal**

1 message

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**Lynette Bowman** [REDACTED] >  
To: Cartershayandgrain@gmail.com

Wed, Aug 18, 2021 at 8:55 AM

Dear Mr. Carter and Ms. Rogers,

I am writing in support of your lease renewal. I have been a client since 1999 and rely on your store to provide feed and various support supplies for my horses and dogs. There are thousands of people in the Carlsbad, Encinitas, Olivenhain and Rancho Santa Fe areas that count on your store to support their beloved animals. Your services go way beyond providing supplies, however. You also support numerous local groups and provide various community services. I have no doubt that the OMWD will renew your lease so you may continue to add enormous value to thousands of families. If, however, problems arise you can count on many of us to maximise exposure and do whatever it takes to mobilize the communities and ensure that we incorporate whatever means will be necessary to preserve the value and services your business provide

You are one of the only remaining small businesses left in our area and it is imperative to preserve this part of our local culture.

Kind personal regards,  
Lynette Bowman

# 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.

# Elfin Forest Recreational Reserve

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 [san-diego-beaches-and-adventures.com/elfin-forest.html](https://san-diego-beaches-and-adventures.com/elfin-forest.html)

Hike the Elfin Forest Way Up Trail, our favorite San Diego hiking trail. Located northeast of San Diego California, around Escondido Creek, this offers some of the best elevation gain for hiking in the area.

We discovered Elfin Forest hike several years ago, and it became our favorite place to hike. The Way Up trail gives a 600 foot elevation gain, enough to get your heart pumping for a good workout. The trail is mixed use, with some San Diego mountain biking enthusiasts and horseback riders using the trail to access the trails higher up around Olivenhain Reservoir.

Updated July 11, 2021 by *San Diego Beaches and Adventures*

## Elfin Forest

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There are 11 miles of hiking, mountain biking, and equestrian trails, and primitive picnic areas and scenic mountain viewpoints. Enjoy the 150+ different native plants in the oak riparian, oak woodland, coastal sage and chaparral areas.

This is best for small groups. Permits are required for groups of 8 or more people or horses, or 4 or more bikes.

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## San Diego Hiking Trail - Way Up Trail

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The Way Up Trail starts with a bridge crossing the creek (shown 2 pics above), then heads up a dirt trail that quickly becomes sunny. We hike this trail all year around. In the summer it is best to go early before it gets too hot, as you will be in the sun most of the time. You may encounter horses on the trail, so please give them the right of way.

I don't recommend this trail for small children, as they usually don't like the hike up. Kids prefer the shorter botanical loop, exploring the creek area, and checking out the living roof in the visitor center.



After a one mile hike up the Way Up Trail, there is a rest area at the Harmony Grove Overlook, where you can see a nice view of Harmony Grove in Escondido CA. If you continue up the trail another half mile, you will come to the Ridgetop picnic area (shown in the picture below). There are also many other trails to explore up here, and they are less crowded.



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## Botanical Trail Hike

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The Botanical Trail extends for about 0.6 mile, then connects to the Way Up hiking trail, for a total round trip of about 1 mile. This is a nice alternative for younger children, and botanists of all ages. You can pick up a trail guide which points out 27 items of interest on the trail, in the chaparral, coastal sage scrub and riparian habitats. You will need to cross a creek on the rocks (see image below), which is fairly easy except after heavy rains, when you should use the bridge at the Way Up Trail instead.

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## Elfin Forest Recreational Reserve Information

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*Photo view of creek crossing at beginning of the Botanical Trail*

**Elfin Forest Recreational Reserve** is a popular San Diego hiking trail park located in Escondido, CA just northeast of San Diego. The Elfin Forest preserve offers spectacular hiking, views, and nature trails in San Diego county. The area is also popular for horseback riding and mountain biking in San Diego.

**Elfin Forest Address:** 8833 Harmony Grove Road, Escondido, CA 92029

**Phone Number:** (760) 632-4212

**Operating Hours:** 8:00 a.m. and is open every day of the year except Christmas Day and rainy days. Closes about 30 minutes before sunset.

**Things to Do:** - Hiking, mountain biking, horseback riding, photography, visit the Interpretive Center, walk the Botanical Nature trail, cool off in the shady creek, enjoy a picnic lunch.

**Directions to Elfin Forest:** [See below](#) | [Google Map](#)

**Parking:** Free. There are two small parking lots. The first one can accommodate horse trailers and is close to the Interpretive Center. The second one is an overflow parking lot. Parallel parking is also available on Harmony Grove Rd.



**Ticket Prices:** Free

**Food:** Bring a picnic lunch and plenty of water. If you bring your dog, there is a hose and watering trough at the top of the Way Up Trail at the Ridgetop Picnic Area near the overlook of Olivenhain Reservoir.

**Dog Rules:** Dogs must be leashed at all times on the Way Up Trail, lower hiking trails, and at all times on Saturday, Sunday and Holidays. On weekdays, dogs are permitted off leash but only at the top of the Way Up Trail (point marked with sign).

**Hazards** - Poison oak is common within 20 yards of the creek, so be careful if you wander into the brush. Diamond, southern Pacific and Speckled rattle snakes live in the park. Pets traveling off-trail are most susceptible to bites, so please keep your dog on the San Diego hiking trail.

**Official website:** You can print maps and Botanical Trail guide from the official website at [Elfin Forest Recreational Reserve](#)

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## Elfin Forest Interpretive Center

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While visiting the preserve, be sure to check out the **Elfin Forest Interpretive Center**, an interesting building with a living roof. This is a great place to bring the kids and the family, to see green alternatives. It is located in the main parking area, a short distance from Escondido Creek and the entrance to the Way Up Trail.

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## **Driving Directions to Elfin Forest**

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**Directions to Elfin Forest Recreational Reserve** - From Interstate 5 in Carlsbad CA (north of San Diego), go east on La Costa Ave. for 4 miles, left on S. Rancho Santa Fe Road for 1.7 miles, right on San Elijo Rd. for 1.5 miles, right on Elfin Forest Rd. for about 6 miles (becomes Harmony Grove Rd).

The Reserve is located between the 6 and 6.5 mile markers on Harmony Grove Rd. Turn into the first parking lot on the right, and if full, try the second lot or park along the highway. Parking lots can be full by late morning on popular weekends and holidays.

See more [Hiking Trails in San Diego](#).

[Home](#) › [Things to Do](#) › [Elfin Forest](#)

# CWEA Award Winners Represent Districts Throughout The State

[kpvi.com/news/national\\_news/cwea-award-winners-represent-districts-throughout-the-state/article\\_e90da41b-adc4-53ea-9712-a8a77f9fb26d.html](https://www.kpvi.com/news/national_news/cwea-award-winners-represent-districts-throughout-the-state/article_e90da41b-adc4-53ea-9712-a8a77f9fb26d.html)

Julian Paras

July 26, 2021



**PROTECTING CALIFORNIA'S MOST  
CRITICAL RESOURCE**

OAKLAND, Calif., July 26, 2021 /PRNewswire/ -- The California Water Environment Association (CWEA) announced winners in several wastewater awards categories, recognizing innovation, excellence, safety and training, and more.

## Collection Systems

- **The Wastewater Collection System Person the Year Award** recognizes an individual for their innovation and excellence in collection systems maintenance. Winner: **Leon Laucirica, Ironhouse Sanitary District, San Francisco Bay Section.**
- **The Wastewater Gimmicks & Gadgets Award** recognizes innovation and creativity in developing solutions to performing routine tasks or functions in maintenance, operations, or construction of wastewater collection systems. Categories include:

First Place, Operations & Maintenance: **Mark Vermeer, Mission Springs Water District, Deragger 3000**, which helps remove rags from influent pumps.

- **Wastewater Operator of the Year Award** recognizes outstanding contributions to the operations of wastewater treatment facilities and the application of knowledge to improve plant processes. Winner: **Amanda Bird, City of Santa Cruz.**
- **Wastewater Mechanical Technician Person of the Year Award** recognizes outstanding performance, dedication to the job, and for sharing knowledge of maintenance procedures. Winner: **John Abdilla, Ironhouse Sanitary District.**
- **Wastewater Electrical/Instrumentation Person of the Year Award** recognizes significant contributions to the field and an individual's contribution to CWEA. Winner: **David Peel, City of Pacifica.**

## **Plant Safety**

- **Wastewater Plant Safety Award** criteria include number of injuries, lost-time accidents, record keeping, in-house training, emergency response, and program implementation.
  - Small (1-25 employees), **Big Bear Area Regional Wastewater Agency**, Desert and Mountain Section.
  - Large (76 or greater employees), **East Bay Municipal Utility District, Main Wastewater Treatment Plant (Special District 1)**, San Francisco Bay Section.
- **Wastewater Plant of the Year Award** recognizes accomplishments in compliance, innovative practices, cost effectiveness, and superior plant performance in small, medium, and large categories.
  - Plant of the Year (< 5 MGD), Leadership Development,  
**Olivenhain Municipal Water District.**
  - Plant of the Year (5-20 MGD), Leadership Development,  
**San Elijo Joint Powers Authority.**

- Plant of the Year (> 20 MGD), Leadership Development

, **Silicon Valley Clean Water.**

- **Community Engagement and Outreach** recognizes achievements in promoting awareness and understanding of water quality issues in two project categories – small and large budget in addition to social media and individual achievement.
  - Large Project of the Year, **Central Marin Sanitation Agency, Redwood Empire Section.**
  - Small Project of the Year, **Central Contra Costa Sanitary District, San Francisco Bay Section**
  - Best Use of Social Media, **Inland Empire Utilities Agency, Santa Ana River Basin Section.**
  - Person of the Year, **Mary Jo Ramey, Central Marin Sanitation Agency, Redwood Empire Section.**

## About CWEA


At CWEA, we empower wastewater professionals as they protect California's most critical resource: water. Since our founding in 1928, we've grown to a community of more than 10,000 members across all facets of wastewater management and resource recovery, from operators to lab techs to engineers.

## MEDIA CONTACT:

Megan Barillo

[mbarillo@cwea.org](mailto:mbarillo@cwea.org)

510-382-7800 X141

 View original content to download multimedia:<https://www.prnewswire.com/news-releases/cwea-award-winners-represent-districts-throughout-the-state-301341272.html>

SOURCE California Water Environment Association

# Landscapes awarded for being WaterSmart and beautiful

[thecoastnews.com/landscapes-awarded-for-being-watersmart-and-beautiful/](https://thecoastnews.com/landscapes-awarded-for-being-watersmart-and-beautiful/)

staff

July 21, 2021



NORTH COUNTY — Ranging from cottage-style gardens to micro-vineyards, entries in the 2021 San Diego County WaterSmart Landscape Contest showcased the diversity and utility of California-friendly landscaping.

The winning water-wise landscapes in San Diego County were based on overall attractiveness, design, appropriate plant selection, and water efficient irrigation. Get photos of the winning landscapes, along with additional information about the contest at [greenoceanside.org](https://greenoceanside.org). Regional winners may be viewed online at [landscapecontest.com](https://landscapecontest.com). The contest also highlights the social and economic value of water-efficient landscapes to our region, bringing awareness to the benefits of sustainable landscaping to the Southern California community.

Jeri Moore, first-place winner in this Oceanside's contest, remarked that her "large grass lawn required frequent watering resulting in expensive water bills and maintenance." However, after educating herself on irrigation and drought-tolerant plants through the city's and San Diego County Water Authority's free landscaping workshops, Moore created a water-efficient landscape with a varied array of plants. Now, several areas of her landscape do not require irrigation at all, some areas she hand waters with the water collected from her two rain barrels, or micro bubblers and in-line drip emitters.

Olivenhain Municipal Water District residents, Ken and Susan Terzes, won first spot in OMWD's 2021 WaterSmart Landscape Contest. The winning design features a variety of water-efficient plants surrounding a cercis or "forest pansy redbud" tree, which will become drought-tolerant once established. The landscape utilizes drip irrigation and wood chips for mulch, further reducing outdoor water use.

The Vista Irrigation District board of directors recognized Lauren Grey won the "Best in District" award and Deborah Brandt and Dorothy Wagemester with honorable mention in the district's WaterSmart Landscape Contest.

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# Who's News: 7/30/21

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staff

July 26, 2021




## **WATER-WISE WINNERS**

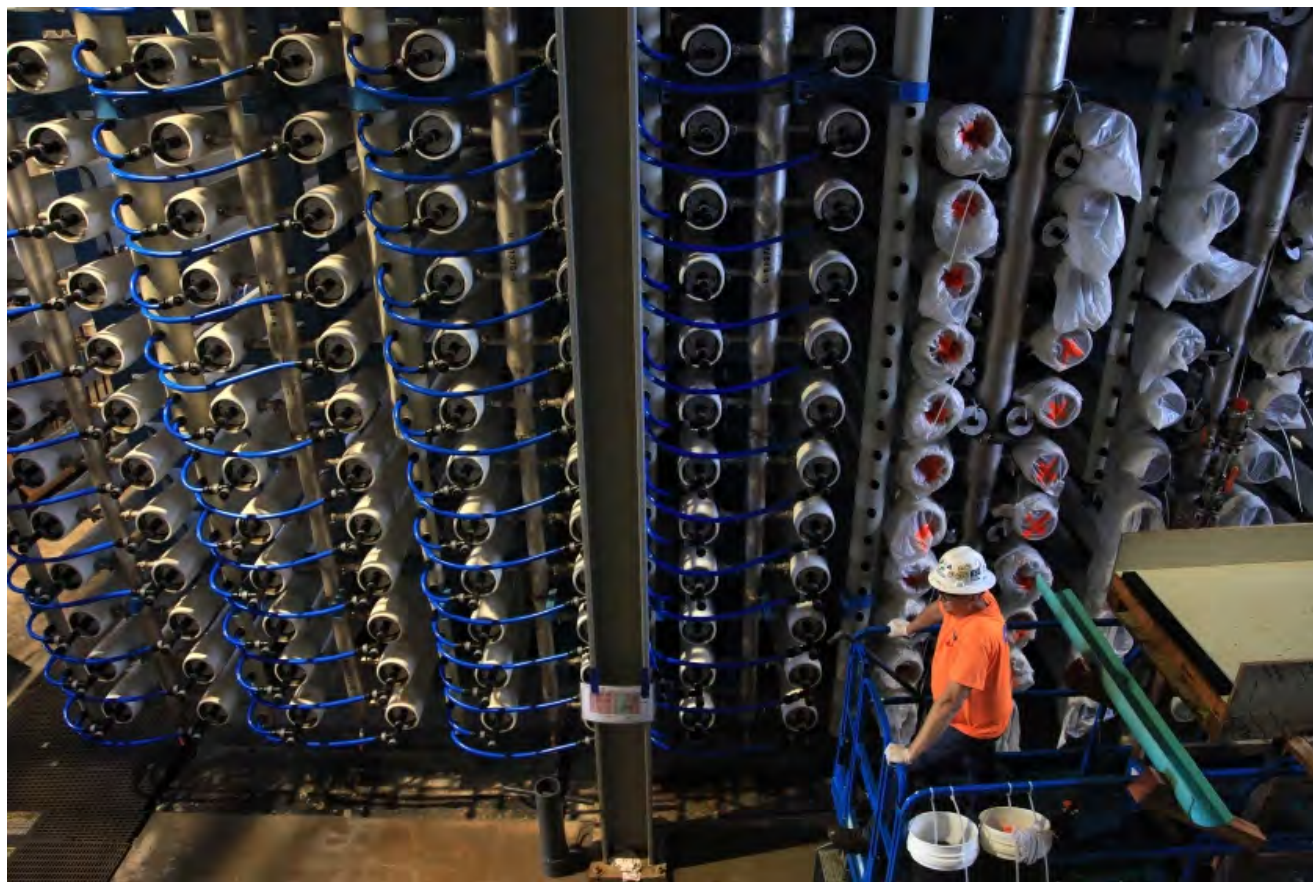
Jeri Moore was the first-place winner in the 2021 San Diego County WaterSmart Landscape Contest in Oceanside and Olivenhain Municipal Water District residents, Ken and Susan Terzes, won first spot in OMWD's region. Get photos of the winning landscapes at [greenoceanside.org](https://greenoceanside.org). The Vista Irrigation District board of directors recognized Lauren Grey won the "Best in District" award and Deborah Brandt and Dorothy Wagemester with honorable mention in the district's WaterSmart Landscape Contest.

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# San Diego's water desalination efforts could get boost in federal funding

 [sandiegouniontribune.com/news/politics/story/2021-07-27/san-diego-desalination-efforts-could-get-boost-from-federal-funding](https://www.sandiegouniontribune.com/news/politics/story/2021-07-27/san-diego-desalination-efforts-could-get-boost-from-federal-funding)

July 28, 2021



Desalination is a process that turns ocean water into fresh drinking water by removing salt and impurities. One method, using reverse osmosis membranes, is used at the Poseidon desalination plant in Carlsbad. Rep. Mike Levin introduced a bill to provide more federal funding for desalination facilities in drought-prone areas.

(Misael Virgen/San Diego Union-Tribune/Zuma Pre)

By Deborah Sullivan Brennan

July 27, 2021 8:26 PM PT

Desalination projects in the San Diego area could get millions in federal funding under a bill Rep. Mike Levin introduced Tuesday.

The Desalination Development Act would provide \$260 million over five years for desalination projects across the country, including the City of Oceanside's Mission Basin Groundwater Purification Facility, which converts brackish flows into potable water, said Levin, D-San Juan Capistrano.

It also sets environmental standards for projects that get federal funding, with requirements for energy efficiency, wildlife protection and water conservation.

Levin said our federal government should invest in desalination to enhance local water sources, especially while California's communities confront climate-driven droughts.

#### Advertisement

"Climate change is increasing the frequency and intensity of extreme drought," Levin said. "This is a big challenge for our water supply. We've got to advance anything we can to increase our supply of drinking water, and we've got to do it in a sustainable way."

Levin said he hopes the bill will be included in the bipartisan infrastructure packages under consideration in Congress. The House of Representatives passed a \$715 billion package of transportation and water funding earlier this month, and the Senate is debating a roughly \$1 trillion bipartisan infrastructure package.

If the desalination funding doesn't go through that legislation, Levin said it could be included in a broader \$3.5 trillion spending plan that Democrats expect to introduce through the budget reconciliation process.

The desalination bill would pay 25 percent of project costs for desalination systems, up to \$20 million per project, and it would give precedence to facilities in areas facing severe drought conditions.

It also sets criteria for funding, to make sure projects comply with state environmental laws and are compatible with local ecosystems.

To qualify for federal funding, desalination projects must reduce reliance on imported water, use renewable energy as much as possible to power the desalination process and maximize energy efficiency.

Funding recipients also have to show they have water conservation strategies in place and are taking steps to capture and recycle stormwater and wastewater in their regions.

The systems also must be designed to reduce impacts on marine life and avoid harming coastal wildlife.

#### Advertisement

A common way desalination produces fresh water is by forcing saltwater through reverse osmosis filters that remove salts, other minerals and bacteria. The method has been used as a supplemental water resource in the San Diego area for decades.

Since 1992 Oceanside wells have pumped brackish water from the Mission Basin area, near the municipal airport and San Luis Rey River, through reverse osmosis filters, to generate potable water.

In 2019, Oceanside added two new wells and a “brine optimization” system that extracts a higher percentage of fresh water from each well. With those additions, the desalination system provides about 15 percent of the city’s water supply.

The Sweetwater Authority also has produced drinking water from brackish groundwater at the Reynolds Desalination Facility since 1999. It underwent a \$42 million expansion in 2017 through a partnership with the City of San Diego, and now produces 10 million gallons per day — enough to supply 18,000 families, according to the authority.

#### Advertisement

Desalination moved further into the spotlight in 2015, when the privately run Poseidon Water opened its plant in Carlsbad, producing 50 million gallons per day — enough to supply 7 to 10 percent of the regional water supply.

Another potential project is in the pipeline with Olivenhain Municipal Water District, which supplies customers in Encinitas, Carlsbad, San Diego, San Marcos, Solana Beach and neighboring communities. In 2019, the district began tests to see if it could successfully operate a desalination system and estimated the facility would cost \$30 million if it moves forward.

“For a drought-prone coastal community like ours, desalination is very viable, and can be done in an environmentally responsible manner, because we have an urgent and fundamental need for clean drinking water.” Levin said.

Levin is introducing the bill with Rep. Jared Huffman, D-San Rafael, chair of the House Natural Resources Subcommittee on Water, Oceans, and Wildlife.

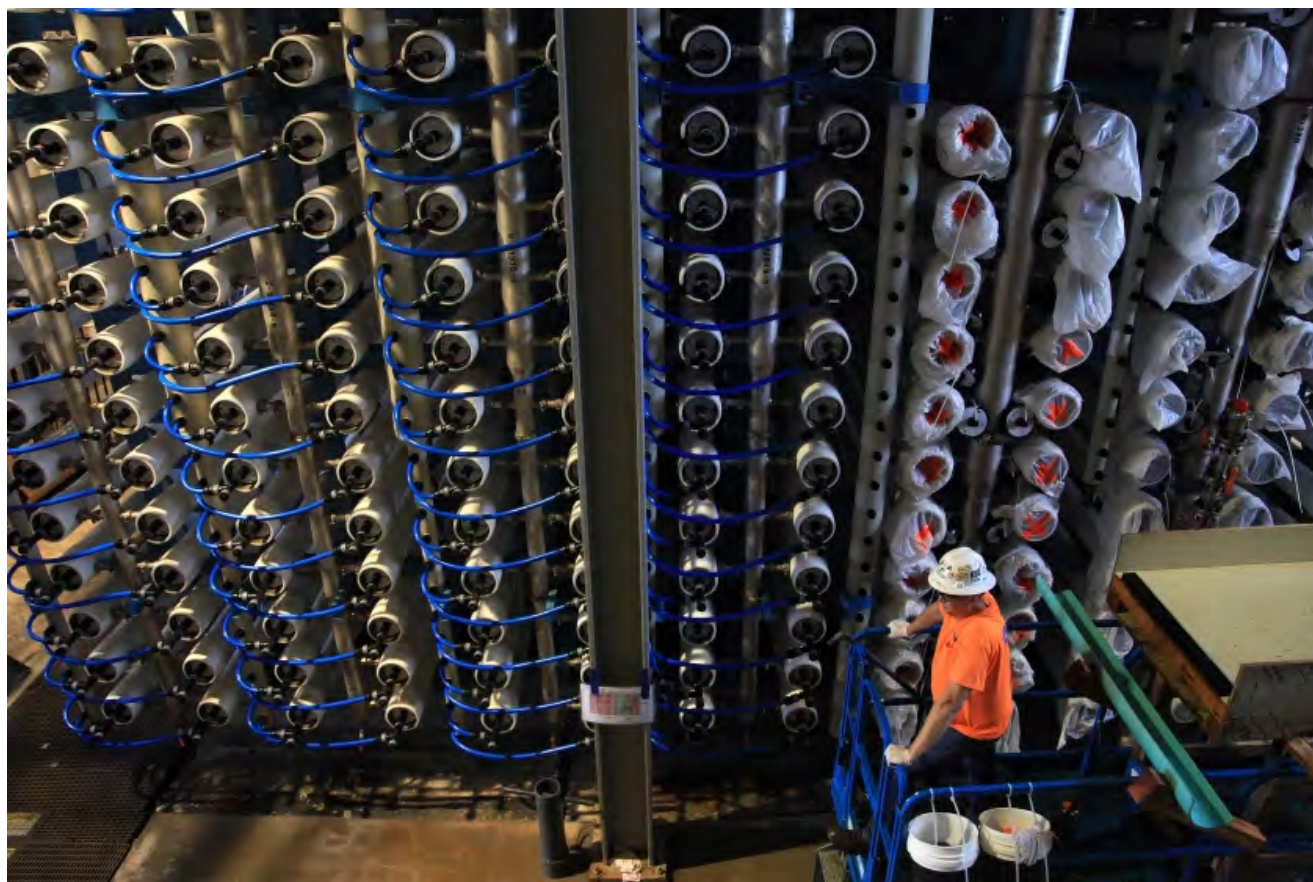
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# San Diego's water desalination efforts could get boost in federal funding

 latimes.com/california/story/2021-08-01/san-diego-desalination-efforts-could-get-boost-from-federal-funding

August 2, 2021



Reverse osmosis membranes are installed at the Poseidon desalination plant in Carlsbad in 2015.

(Misael Virgen / San Diego Union-Tribune)

By Deborah Sullivan Brennan  
San Diego Union-Tribune

Aug. 1, 2021 8:12 PM PT  
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# Water Authority's Confidential Consultant Contracts Surprised Board

 [voiceofsandiego.org/corrections/water-authoritys-confidential-consultant-contracts-surprised-board/](https://voiceofsandiego.org/corrections/water-authoritys-confidential-consultant-contracts-surprised-board/)

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The San Diego County Water Authority is building a team of consultants but won't explain the work they're doing, even to its own board of directors.

The Water Authority spent \$167,000 on two consultant contracts since July 2019 without disclosing them to the board, which is composed of representatives from the region's 24 water agencies. It also won't say what a third contract that was approved by the board, worth more than \$330,000, was for.

Board members' dissatisfaction with the secrecy of the contracts – some which were entered into under a rule that allows the general manager to execute contracts below \$150,000 without board approval – boiled over in a board meeting. One board member argued that a consultant was lobbying against her water district's interests, and another couldn't believe the board wasn't alerted to the work the consultants were doing.

Mark Hattam, the Water Authority's attorney, said in response to a Voice of San Diego records request that the contracts were exempt from public disclosure because they were an attorney-client work product. Hattam said the work the consultants were hired to do might be related to something somebody sues the Water Authority over in the future. Typically, public agencies' financial contracts – which detail the spending of public money – are considered public records.

"The terms of those contracts are exempt because they reflect legal strategy, planning and action, and thus they would not be turned over in a PRA response," Hattam wrote in a July 2 email. "However, the existence of those contracts and what has been expended on them can be public information."

Kim Thorner, general manager of Olivenhain Municipal Water District and that district's Water Authority board representative, said these types of contracts are not confidential at her agency.

"Anything I do every day I could be sued for," Thorner said of Hattam's explanation for keeping the contracts secret. "At the end of the day, why then wouldn't that apply to every single water supply project?"

Hattam eventually shared that the Water Authority hired David Alvarez from Causa Consulting between Nov. 1, 2020, and June 30, 2021, for \$67,500; IVC Media from May 27, 2020, to July 31, 2021, for \$100,000; and Brownstein Law Firm from July 1, 2019, to June

30, 2021, for \$331,620.35. (Hattam specified the confidential contract with the Brownstein law firm was for federal lobbying work, though the Water Authority's longstanding relationship with this particular firm is well-documented.)

The Water Authority's board of directors typically votes on contracts the agency issues or anything that involves spending public ratepayer funds. But the Water Authority's general manager, Sandy Kerl, can execute contracts worth \$150,000 or less without a full board vote. Kerl did not respond to a request for an interview.

"I was taken aback that there were contracts approved under the general manager's authority and that we were not being given a heads up they were entering into them," San Diego City Councilman Chris Cate, and one of the 10 San Diego representatives on the board, told Voice of San Diego.

Thorner alleged one of those consultants lobbied against her water agency's interests in fighting a multibillion-dollar pipeline construction project to the Colorado River, called the Regional Conveyance System.

"I don't understand why regional conveyance is a confidential topic," Thorner said. "In my mind, outreach on a water-supply project is public work and should be public."

This dispute began earlier this year over a procedural issue called a proxy vote.

Water Authority board members can designate other members agency to vote in their stead – as a proxy – if they're absent. Thorner had arranged with the city of Oceanside's water director to replace a pro-pipeline proxy vote with Thorner's anti-pipeline vote. But Oceanside's City Council needed to first approve the switch.

Thorner alleged in a March 15 letter that a Water Authority-hired consultant stepped in and lobbied Oceanside Council members against the arrangement. In an April 8 response to Thorner, Hattam neither confirmed nor denied the claims.

Hattam finally told the full board at its April 22 meeting the Water Authority indeed sent Alvarez – one of the consultants whose contract wasn't cleared with the board – to speak with Oceanside's mayor, but only to clear up rumors that the Council's decision on the proxy vote somehow threatened city funding for local water projects provided by the Metropolitan Water District of Southern California.

It's unclear how the threatened funding rumor started, but Water Authority Director Jerry Butkiewicz piped up at the April 22 meeting saying he was alerted to Oceanside's fears that the Regional Conveyance System project jeopardized Metropolitan funding. So he asked the Water Authority to send someone to clear the air.

"If you want to be mad at someone, be mad at me. Stop picking on our staff," Butkiewicz said during the board meeting.

Thorner wasn't satisfied. What's important, Thorner said, "is whether Olivenhain ratepayer funds were used for a consultant to lobby against our own agency."

Hattam maintained he found no evidence of an ethics violation by anyone and couldn't find "any rule" that would prohibit Water Authority staff, consultants or board members from discussing Water Authority votes with member agencies.

"At the very least, it's improper," Thorner said in response.

Alvarez told Voice of San Diego that he couldn't discuss the nature of his work at the Water Authority because his contract obligates him to maintain confidentiality. But Alvarez said he would not describe the nature of the work as lobbying.

As a former San Diego city councilman, Alvarez said he's been in plenty of closed-session meetings to discuss confidential information, which usually pertains to possible litigation.

"We heard hundreds of cases and there's info that puts an agency at risk and you have to maintain it as confidential," Alvarez said. "But public information should be made available to the public."

Whether these confidential contracts should indeed be confidential is a matter of legal interpretation.

Cate, the San Diego councilman and representative, said he also requested a list of all the Water Authority's consulting contracts, and couldn't get them. Cate asked for the confidential ones, and said the Water Authority didn't hand them over. Instead, he said he was told if he wanted to review them, he'd have to come to the agency's Kearny Mesa headquarters and view them in person, which he hasn't done yet.

"There's a strain on the relationship and there's an obvious lack of trust," Cate said of the Water Authority and some of its board members and general managers of the various water districts. "My perception is that it goes both ways."

**Correction:** An earlier version of this story misstated how much the Water Authority spent on contracts it did not disclose to the board. The agency spent \$167,000 on two consultant contracts since July 2019 without disclosing them to the board. It also won't say what a third contract that was approved by the board, worth more than \$330,000, was for.