

**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, NOVEMBER 16, 2022

TIME: 4:00 P.M.

PLACE: HYBRID REGULAR MEETING VIA TELECONFERENCE AND IN PERSON

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

To join this meeting via phone, please dial:

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

Meeting ID: 814 9146 4451 and Password: 635744

Public Participation/Comment: Members of the public can participate in the meeting by emailing your comments on an agenda item to the Board Secretary at skaufmann@olivenhain.com or address the board directly in real-time under either of the public comment sections. If you do not receive a confirmation email that your comment has been received, please call (760) 632-4648 or address the board under either of the public comment sections to ensure that your comments are heard in real-time. The subject line of your email should clearly state the item number you are commenting on and should include your name and phone number. All comments will be emailed to the Board of Directors.

*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. CONSIDER IMPLEMENTING ASSEMBLY BILL 361 THAT PROVIDES THE ABILITY TO MEET REMOTELY DUE TO THE GOVERNOR'S PROCLAIMED STATE OF EMERGENCY UNDER MODIFIED BROWN ACT REQUIREMENTS

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

Current Service Awards, Promotions and Honorable Mentions

*Jeff Herrmann – Field Services Technician II – GYO Promotion – October

2022 Pure Excellence Award winners:

US Representative Mike Levin – Legislator of the Year
 Core & Main, Ferguson Waterworks, and Pacific Pipeline Supply – Businesses of the Year
 Campesinos Unidos, Inc. – Non-Profit of the Year
 Jon and Sabine Kurz-Sherman – Volunteers of the Year
 Robert F. Topolovac – Presidential

- 9. CONSIDER APPROVAL OF THE MINUTES OF THE OCTOBER 19, 2022, REGULAR BOARD OF DIRECTORS MEETING
- 10. 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; REIMBURSEMENT OF EXPENSES TO BOARD MEMBERS AND STAFF
C-b	CONSIDER UPDATE ON THE COVID-19 EMERGENCY DECLARATION
C-c	CONSIDER APPROVAL OF CONSTRUCTION CHANGE ORDER NO. 2 FOR THE MANCHESTER AVENUE RECYCLED WATER PIPELINE PROJECT (D120040) IN THE AMOUNT OF \$70,848.71 WITH CCL CONTRACTING INC. AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF OMWD
C-d	CONSIDER AWARD OF A CONTRACT WITH FARWEST CORROSION CONTROL COMPANY IN THE AMOUNT OF \$88,220 FOR THE LUSARDI PHASE II CATHODIC PROTECTION REPLACEMENT PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT, ADOPT A RESOLUTION AND AUTHORIZE A NOTICE OF EXEMPTION TO BE FILED WITH THE COUNTY CLERK, COUNTY OF SAN DIEGO
C-e	CONSIDER ACCEPTANCE OF THE VIA BROMA WATER SERVICE ABANDONMENT AND WATER SERVICE INSTALLATION INTO OMWD’S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED
C-f	CONSIDER APPROVAL OF A LANDLORD CONSENT AND RELEASE AGREEMENT BETWEEN SPRINT PCS ASSETS, LLC AND OLIVENHAIN MUNICIPAL WATER DISTRICT ALLOWING ASSIGNMENT OF THE EXISTING SPRINT CELLULAR COMMUNICATIONS LEASE AND FACILITIES AT THE GOLEM RESERVOIR SITE TO DISH WIRELESS, LLC AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF OMWD

C-g	CONSIDER APPROVAL OF A LEASE AGREEMENT BETWEEN DISH NETWORK, LLC AND OLIVENHAIN MUNICIPAL WATER DISTRICT TO ALLOW COMMUNICATIONS FACILITIES AT THE ZORRO RESERVOIR SITE AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF OMWD
C-h	CONSIDER ACCEPTANCE OF THE DAVID C. MCCOLLOM WATER TREATMENT PLANT BACKPULSE SUPPLY PIPELINE REPLACEMENT PROJECT (JENNETTE COMPANY) INTO THE DISTRICT’S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED

11. CONSIDER RENEWAL OF AN AGREEMENT FOR SHARED SAFETY TRAINING RESOURCES AND CERTIFIED WASTEWATER OPERATOR SERVICES BETWEEN OLIVENHAIN MUNICIPAL WATER DISTRICT AND SAN ELIJO JOINT POWERS AUTHORITY AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT
12. CONSIDER A REPORT ON THE RESULTS OF THE CUSTOMER SATISFACTION SURVEY (INFORMATIONAL ITEM)
13. CONSIDER STATUS UPDATE ON THE PROPOSED FALLBROOK PUBLIC UTILITIES DISTRICT AND RAINBOW MUNICIPAL WATER DISTRICT DETACHMENT FROM THE SAN DIEGO COUNTY WATER AUTHORITY
14. 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
 - H. BOARD COMMENTS
15. CORRESPONDENCE
16. AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS
17. FUTURE AGENDA ITEMS
18. CONSIDER PUBLIC COMMENTS
19. CLOSED SESSION
 - A) CONSIDER LITIGATION – 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) IF NECESSARY: POTENTIAL LITIGATION – ON THE FALLBROOK PUBLIC UTILITY DISTRICT AND RAINBOW MUNICIPAL WATER DISTRICT DETACHMENT [PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4)]
 - C) CONSIDER GENERAL MANAGER REVIEW [PURSUANT TO GOVERNMENT CODE SECTION 54957] • Additional Facts: Receive packet; full review and compensation discussion to be held on November 16, 2022.
20. OPEN SESSION
21. CONSIDER GENERAL MANAGER’S (A) 2022 INCENTIVE AND (B) 2023 COMPENSATION
22. ADJOURNMENT



Memo

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

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

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Kimberly A. Thorner, General Manager
Subject: **CONSIDER IMPLEMENTING ASSEMBLY BILL 361 THAT PROVIDES THE ABILITY TO MEET REMOTELY DUE TO THE GOVERNOR'S PROCLAIMED STATE OF EMERGENCY UNDER MODIFIED BROWN ACT REQUIREMENTS**

Purpose

The purpose of this item is to consider implementing Assembly Bill (AB) 361 that would provide the ability for all Brown Act meetings (board and committee) to continue to meet remotely due to the Governor's proclaimed state of emergency under modified Brown Act requirements for the next 30 days.

Recommendation

With guidance from the General Counsel, staff recommends invoking AB 361 in order to continue with virtual and/or hybrid Brown Act meetings. This will allow participation via remote access for any public, staff, or board that may need to quarantine, but still want to participate. It is recommended that board reassess the circumstances of the state of emergency at each subsequent board meeting to see if continuing under AB 361 is necessary, as the findings need to be reviewed every 30 days.

Alternative(s)

The board could opt to not implement AB 361 and resume in person Brown Act compliant meetings for all board members, staff, and public. Not implementing AB 361 would result in the requirement to adhere to previous Brown Act provisions that include posting the

agenda at the publicly accessible teleconference site and would require publicly providing the location of those teleconferencing.

Background

Beginning in March of 2020, Governor Newsom issued a series of Executive Orders in an effort to contain the spread of COVID-19. These Executive Orders (N-25-20, N-29-20, N-35-20) modified certain requirements of the Brown Act in order to continue with public meetings, public participation, and transparency in the safest manner possible during the pandemic.

While adhering to the Executive Orders, the district conducted its first public meeting virtually via Zoom video and teleconference in April of 2020. The General Manager and staff have remained flexible and have successfully modified work flows to comply with the ever-changing emergency laws. OMWD has been dedicated to keeping staff and customers safe while keeping the water system safe and operational.

In June of 2021, the Governor rescinded the Brown Act modifications made in the previous Executive Orders that were in effect as of September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361, which extends virtual meetings for all Brown Act meetings (board and committee meetings) with conditions. These significant conditions include the following:

- There must be a proclaimed state of emergency.
- There are measures to promote social distancing.
- Agendas do not need to be posted at all teleconference locations nor do locations need to be identified.
- The agenda must include the meeting link or dial-in, so that members of the public may access the meeting.
- Members of the public must be allowed to address the board in real-time during the meeting.
- Public comments are no longer required to be submitted in advance.

AB 361 also has special provisions for technical glitches. In the event the meeting is disrupted, or if a technical issue on the district's end disrupts public comment, the board cannot take any further action on the agenda until the technical issue is resolved.

Fiscal Impact

There is no cost associated with implementing AB 361.

Discussion

As previously mentioned, on June 11, 2021, the Governor issued Executive Order N-08-21, which rescinds the modifications made to the Brown Act, effective September 30, 2021. After that date, all meetings subject to the Brown Act must comply with standard teleconference requirements as they existed prior to the pandemic or must comply with the newly passed requirements of AB 361. To continue with the virtual meeting format that gives the ability to attend Brown Act meetings virtually, the board will need to implement AB 361 at this board meeting in order to continue to hold virtual meetings so long as long as there is a state of emergency.

The board must also implement every 30 days that 1) the board has reconsidered the circumstances of the state of emergency and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing.

Although subject to change, AB 361 provides the flexibility to meet virtually during a proclaimed emergency and will sunset on January 1, 2024. The General Manager and General Counsel are available to answer any questions the board may have.

Memo

Date: November 16, 2022
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; REIMBURSEMENT OF EXPENSES TO BOARD MEMBERS AND STAFF**

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

- October 2022 Summary of payment of listed warrants from the District's checking account and listed transfer of funds.
- October 2022 Monthly Summary of Reimbursement Expenses to Board Members and Staff.

The District's June, July, August, and September Financial Statements (typically item C-b) and Monthly Investment Reports will be available for review and approval by the Board after the fiscal year 2021/22 financial audit is completed in November 2022. As of the writing of this memo, Finance Staff is currently working on closing fiscal year 2021/22.

Olivenhain Municipal Water District
Proposed Motions for November 16, 2022 Board of Directors Meeting
October 2022 Activities
Consent Calendar Item # C-a

Proposed Motions:

I. That the following warrants and transfers be approved:

Regular Account	Warrants - by check	032152	to	032321	\$	3,015,117.59
	Warrants - by EFT	EFT000000000216	to	EFT000000000261		424,127.56
						3,439,245.15
	ACH Payments - Payroll					211,255.09
	Wire - SDCWA - Monthly Purchased Water Payment					3,089,009.79
	ACH - SDCWA - Quarterly Capacity Fees					3,286.00
	ACH Payments - Payroll					218,652.07
					\$	6,961,448.10

Major Category of Disbursements

Total warrants from the District's checking account: \$ 3,439,245.15

Following is a breakdown of this total by major categories:

<u>Category</u>						
Outside services		\$		2,645,059.36		
Inventory and supplies				323,451.91		
Utilities				268,561.24		
Repairs and maintenance				12,436.90		
Other				7,926.13		
Refunds				29,358.14		
Insurance				148,938.47		
Permit Fees				3,513.00		
			Total		\$	3,439,245.15

Sincerely,



Rainy K. Selamat/Finance Manager

Olivenhain Municipal Water District
Proposed Motions for November 16, 2022 Board of Directors Meeting
October 2022 Activities

California Bank and Trust

Regular Account

Warrants - by check	032152	to	032321	\$	3,015,117.59
Warrants - by EFT	EFT000000000216	to	EFT000000000261		424,127.56
					3,439,245.15
	10/13/2022 ACH Payments - Payroll				211,255.09
	10/17/2022 Wire - SDCWA - Monthly Purchased Water Payment				3,089,009.79
	10/27/2022 ACH - SDCWA - Quarterly Capacity Fees				3,286.00
	10/27/2022 ACH Payments - Payroll				218,652.07
			Total	\$	6,961,448.10

Approved:

For Board Consideration and Approval

**Olivenhain Municipal Water District
October 2022 Warrant List - Check & EFT**

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
032152	10/5/2022	Aflac	1,271.60	FS005	
032153	10/5/2022	American Messaging	59.59	L1-072035	
032154	10/5/2022	Barrett Engineered Pumps	2,887.70	WWTP SUPPLIES	
032155	10/5/2022	CCL Contracting Inc.	791,685.25	Construction Services - Manchester Recycled Water Project	Yes
032156	10/5/2022	City Treasurer	123,630.56	8/22 124.49 AF RECYCLED WATER	
032157	10/5/2022	Dana Denardi	1,464.87	REF:1084587_106035	
032158	10/5/2022	Dudek	29,833.75	Design Services	Yes
032159	10/5/2022	Edco Waste & Recycling	427.79	25-4A 861816	Yes
032160	10/5/2022	ESS	672.00	ALARM MONITORING - WWTP	Yes
032161	10/5/2022	Ferguson Enterprises Inc. #1083	74.35	3/8" Tube Flare X 3/8" NPTF Male 90 Elbow	Yes
032162	10/5/2022	GEI Consultants, Inc	179.25	WATER QUALITY SERVICES	
032163	10/5/2022	Global Power Group Inc	1,350.90	WWTP PREVENT MAINT SVCS	Yes
032164	10/5/2022	Grangetto's Ag. Supply	8.67	SUPPLIES	Yes
032165	10/5/2022	Hazen and Sawyer	19,344.68	Pre Lim and Final Design Services	Yes
032166	10/5/2022	Ignacio Tool Supply Inc.	204.73	SHOP SUPPLIES	
032167	10/5/2022	Infrastructure Engineering Corporation	21,527.50	RECYCLED WATER MODELING SVCS	Yes
032168	10/5/2022	Jay Turman	90.00	D3 RENEWAL REIMBURSEMENT	
032169	10/5/2022	Jeanne A. McGuire	600.00	COACHING SUPPORT	
032170	10/5/2022	Jennifer Juckett	50.42	REF:1089193_196725	
032171	10/5/2022	Leonardo Fitness	560.00	YOGA WORKOUT CLASS	
032172	10/5/2022	Miscowater	266.40	WWTP SUPPLIES	
032173	10/5/2022	Naumann Hobbs - San Diego	278.15	WTP SERVICES	
032174	10/5/2022	Orion Construction Corporation	16,150.00	Construction Services	Yes
032175	10/5/2022	Otay Landfill	1,085.47	4-4531-0018538	Yes
032176	10/5/2022	Pacific Pipeline Supply	12,775.92	8"R.W. Fling X P.O. Gate Valve	Yes
032177	10/5/2022	Peterson, Sean	1,111.86	WATEREUSE CONF EXP REIMB.	
032178	10/5/2022	Republic Services	1,416.45	4-4530-0333405	
032179	10/5/2022	Ron Masi	101.37	REF:1083058_190765	
032180	10/5/2022	San Diego Gas & Electric	3,121.65	0093550579743	Yes
032181	10/5/2022	Steven L. Sherman DBA	5,500.00	Design Services for HQ Courtyards Project	Yes
032182	10/5/2022	Sunbelt Rentals, Inc.	278.85	CONCRETE MIXER RENTAL	
032183	10/5/2022	Schuette, Tim	400.00	EDUCATION INCENTIVE PAY	
032184	10/5/2022	Lawrence A Watt	35.38	MILEAGE REIMBURSEMENT	
032185	10/5/2022	VOID	-	VOID	
032186	10/5/2022	Xylem Water Solutions USA, Inc.	7,494.00	Maintenance contract for the 4S WRF UV System	Yes
032187	10/12/2022	California State Disbursement Unit	123.23	ED100514 -10/13/2022	
032188	10/12/2022	Cyber Marketing Network Inc	198.79	SAFETY BOOTS	
032189	10/12/2022	Encinitas Ford	758.13	EP16 SUPPLIES	Yes
032190	10/12/2022	Fallbrook Printing Corp	763.58	#10 WINDOW ENVELOPES	
032191	10/12/2022	Ferguson Enterprises Inc. #1083	19,886.82	Macro 6" Coupling C213 EPOXY 6.60-7.60 ESS	Yes
032192	10/12/2022	Fisher Scientific	162.04	PARKS SUPPLIES	
032193	10/12/2022	Francisco Gutierrez	31.09	REF:1060390_118890	
032194	10/12/2022	Global Power Group Inc	5,476.74	AFIF CONTROLLER UPGRADE	
032195	10/12/2022	Hazen and Sawyer	34,426.99	Pre Lim and Final Design Services	Yes
032196	10/12/2022	Hill Brothers Chemical Company	10,977.44	WTP CHEMICALS	
032197	10/12/2022	Home Depot/Gecf	3,275.78	9/22 SUPPLIES	Yes
032198	10/12/2022	HPS WEST Inc.	1,852.33	3" OCTAVE METER	Yes
032199	10/12/2022	Integrity Municipal Systems	2,606.00	WWTP ODOR CNTL SCRUBBER SVCS	Yes
032200	10/12/2022	Interface Automation Inc.	10,687.50	WWTP SERVICES	Yes
032201	10/12/2022	Jared Graffam	361.75	CPA LICENSE RENEWAL REIMB	
032202	10/12/2022	Jeff Fuchs	60.00	T2 CERT EXPENSE REIMBURSEMENT	
032203	10/12/2022	Zeller, Jonathan	200.00	SAFETY SHOE EXPENSE REIMB.	
032204	10/12/2022	Myers & Sons	27.80	PARKS SUPPLIES	
032205	10/12/2022	Pacific Pipeline Supply	891.37	SUPPLIES	
032206	10/12/2022	Parkhouse Tire Inc	1,350.77	PU91 SUPPLIES	Yes
032207	10/12/2022	Quality Chevrolet	643.83	PU39 SUPPLIES	Yes
032208	10/12/2022	Radwell International, Inc.	196.19	WTP SUPPLIES	
032209	10/12/2022	Republic Services	1,542.45	4-4530-0333405	
032210	10/12/2022	Republic Services #661	1,058.89	3-0661-1001776	
032211	10/12/2022	S D G & E	264.85	400000078	
032212	10/12/2022	Solana Center	3,500.00	RAIN BARRELS	
032213	10/12/2022	Susan Rockwell	68.92	REF:1087814_187935	
032214	10/12/2022	TASC	464.59	VEBA ADMIN FEES/CLAIMS	
032215	10/12/2022	TS Industrial Supply	591.63	SUPPLIES	
032216	10/12/2022	Verizon Connect Fleet USA, LLC	924.85	VEHICLE TRACKING SERVICES	
032217	10/12/2022	Water for People	60.00	WTRPL 10/13/2022	
032218	10/19/2022	4S Ranch Gasoline & Car Wash	1,996.80	WWTP GASOLINE/CAR WASH	Yes
032219	10/19/2022	Alec Perez	68.89	REF:1090212_237605	
032220	10/19/2022	Aqua Metric	21,317.85	5/8" Sr-li Tr/PI Meter	Yes
032221	10/19/2022	Barbara Yacullo	151.74	REF:1063155_216480	
032222	10/19/2022	Barry Mancell	90.82	REF:1090254_115825	
032223	10/19/2022	John Carnegie	186.78	HARRIS CONF. EXPENSE REIMB	
032224	10/19/2022	Cintas First Aid & Safety	106.74	FIRST AID SUPPLIES	
032225	10/19/2022	ClubCorp Golf of California LLC. DBA Morga	1,694.18	REF:1091113_303270	
032226	10/19/2022	Karen Connor	2,000.00	CPR AED FIRST AID CLASS	Yes
032227	10/19/2022	Corodata Shredding, Inc	139.74	RECORDS DESTRUCTION SERVICES	
032228	10/19/2022	County Of San Diego	1,605.00	1966 OLIVENHAIN RD	
032229	10/19/2022	County Of San Diego	1,908.00	7813 CAMINO SIN PUENTE	Yes
032230	10/19/2022	DCL Enterprise Inc DbA	42.02	KEYS	

**Olivenhain Municipal Water District
October 2022 Warrant List - Check & EFT**

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
032231	10/19/2022	Encina Wastewater Authority	10,107.00	WATER SAMPLES	Yes
032232	10/19/2022	Encinitas Ford	355.99	PU103 SUPPLIES	Yes
032233	10/19/2022	Federal Express Corp	338.20	SHIPPING	
032234	10/19/2022	First Choice Technology	162.59	13001474	Yes
032235	10/19/2022	Grangetto's Ag. Supply	2,135.90	SUPPLIES	Yes
032236	10/19/2022	Ignacio Tool Supply Inc.	240.55	SHOP TOOLS	Yes
032237	10/19/2022	Infrastructure Engineering Corporation	14,117.50	FIRE FLOW - MANCHESTER ESTATES	Yes
032238	10/19/2022	James Goss	124.65	REF:1090261_206630	
032239	10/19/2022	Jeff Fuchs	125.00	EDUCATION INCENTIVE	
032240	10/19/2022	Jeff Herrmann	125.00	EDUCATION INCENTIVE	
032241	10/19/2022	Kaman Industrial	758.05	WWTP SUPPLIES	Yes
032242	10/19/2022	Karen Wilder	13.69	REF:1055500_175135	
032243	10/19/2022	Mega Engineering Co	1,384.41	REF:1022253_303235	
032244	10/19/2022	N Harris Computer Corporation	1,520.00	BILL PRINT MODIFICATIONS	
032245	10/19/2022	Napa Auto Parts	1,377.42	9/22 SUPPLIES	
032246	10/19/2022	Nate Naugles	118.37	WEF CONF. EXPENSE REIMB.	
032247	10/19/2022	Network Adjusters, Inc.	10,000.00	LIABILITY INSURACE DEDUCTIBLE	
032248	10/19/2022	Otay Landfill	374.97	4-4531-0018538	
032249	10/19/2022	P.F. Automotive, LLC DBA	60,893.72	2022 Ford F-250 4x2 Truck V-8 Eng.	Yes
032250	10/19/2022	Pacific Pipeline Supply	5,374.10	1"Swt X 3/4" Mip Adapter	Yes
032251	10/19/2022	Panatrack, Inc.	3,372.00	ANNUAL SOFTWARE MAINT 9/22-23	
032252	10/19/2022	Parkhouse Tire Inc	1,533.41	F873 SUPPLIES	Yes
032253	10/19/2022	Raftelis Financial Consultant	4,787.50	CAPACITY FEE STUDY	Yes
032254	10/19/2022	Rancho Santa Fe Community Svcs	14,693.19	9/22 17.80 AC/FT RECYCLED WTR	
032255	10/19/2022	RECON Environmental, Inc.	22,912.59	ELFIN FOREST OVERFLOW PARKING	Yes
032256	10/19/2022	Republic Services #661	1,524.36	3-0661-2000037	
032257	10/19/2022	S E Pipeline Construction	1,378.54	REF:1091437_303190	
032258	10/19/2022	Samba Holdings Inc	197.10	DRIVERS RECORD MONITORING	
032259	10/19/2022	San Diego Building Maintenance	5,396.00	9/22 JANITORIAL SERVICES	
032260	10/19/2022	San Diego Gas & Electric	27,515.76	0088341800390	Yes
032261	10/19/2022	San Elijo Joint Powers Auth.	53,277.00	9/22 30.10 AF RECYCLED WATER	
032262	10/19/2022	Santa Fe Irrigation Dist	3,651.03	008128-009	Yes
032263	10/19/2022	Shanel Barun	124.55	REF:1002098_206705	
032264	10/19/2022	Spice Of Life Inc	2,195.75	2022 HEALTH FAIR	
032265	10/19/2022	Sean Stevenson	125.00	EDUCATION INCENTIVE	
032266	10/19/2022	Sunbelt Rentals, Inc.	484.92	CONCRETE MIXER RENTAL	Yes
032267	10/19/2022	Thomas Kretz	55.66	REF:1091118_158855	
032268	10/19/2022	TS Industrial Supply	1,213.69	SUPPLIES	
032269	10/19/2022	Van Blumreich	62.85	REF:1089181_189790	
032270	10/19/2022	West Coast Sand & Gravel	2,133.63	MATERIALS	Yes
032271	10/19/2022	Western Hose & Gasket	7,392.24	WTP SUPPLIES	Yes
032272	10/26/2022	Ababa Bolt Inc	86.55	WTP SUPPLIES	
032273	10/26/2022	AG Tech Llc	1,674.00	WWTP BIOSOLIDS DISPOSAL SVCS	
032274	10/26/2022	American Conservation & Billing Solutions, I	3,251.00	AQUAHAWK 11/2022	
032275	10/26/2022	AT & T	1,264.78	9391059578	Yes
032276	10/26/2022	Jymy Briseno	91.00	CSM GRADE 1 RENEWAL REIM8	
032277	10/26/2022	CMTA	175.00	INVESTMENT POLICY REVIEW	
032278	10/26/2022	California State Disbursement Unit	123.23	ED100514-10/27/2022	
032279	10/26/2022	CCL Contracting Inc.	1,198,991.94	Construction Services - Manchester Recycled Water Project	Yes
032280	10/26/2022	City Treasurer	52,922.83	9/22 52.90 AF RECYCLED WATER	
032281	10/26/2022	Corodata	294.67	OFFSITE RECORDS STORAGE	
032282	10/26/2022	County of San Diego, RCS	171.00	9/22 RADIO SERVICES	
032283	10/26/2022	David Desure	117.88	REF:1008185_208640	
032284	10/26/2022	DCL Enterprise Inc Dba	44.18	GATY RESERVOIR KEYS	
032285	10/26/2022	Dudek	20,042.55	Design Services	Yes
032286	10/26/2022	Encinitas Ford	469.41	PUB8 SUPPLIES	Yes
032287	10/26/2022	Fallbrook Printing Corp	693.50	WELCOME LETTER	
032288	10/26/2022	Geoscience Support Svcs, Inc.	21,216.75	Approved PSA with Geoscience for San Dieguito Valley Groundwater Desal	Yes
032289	10/26/2022	Global Power Group Inc	614.58	WWTP PREVENT MAINT SVCS	
032290	10/26/2022	Guardian	1,001.30	11/22 DENTAL ADMIN FEES	
032291	10/26/2022	Hasa	8,649.00	WWTP CHEMICALS	
032292	10/26/2022	Hoch Consulting	42,865.00	Design Services for FY23 Recycled Water Pipeline Extension Project	Yes
032293	10/26/2022	Ignacio Tool Supply Inc.	110.23	SHOP TOOLS	
032294	10/26/2022	Integrity Municipal Systems	1,303.00	WWTP ODOR CNTL SCRUBBER SVCS	
032295	10/26/2022	Lindsey Stephenson	149.53	WATEREUSE CONF EXP REIMB	
032296	10/26/2022	Michael Mazzilli	22,261.66	REF:1021606_109825	
032297	10/26/2022	Morton Salt Inc	4,986.40	WTP CHEMICALS	
032298	10/26/2022	NexusTek Phoenix	4,823.70	Cloud Support Services Software	Yes
032299	10/26/2022	Pacific Star Chemical, LLC	20,506.98	50% Citric Acid annual purchase	Yes
032300	10/26/2022	Pacific Pipeline Supply	3,473.02	SUPPLIES	Yes
032301	10/26/2022	Jaroth Inc., dba	78.00	760-489-9971	
032302	10/26/2022	Parkhouse Tire Inc	1,350.77	PU65 SUPPLIES	Yes
032303	10/26/2022	Patriot Environmental	575.00	WWTP ROLLOFF BIN DISPOSAL SVCS	
032304	10/26/2022	Shawn Patterson	500.00	EDUCATION INCENTIVE	
032305	10/26/2022	PWLC I, INC	14,848.00	LANDSCAPE MAINTENANCE	Yes
032306	10/26/2022	R & G Precision Machining Inc.	5,981.42	5small cassette leveling pins 56 ea.	Yes
032307	10/26/2022	RCP Block & Brick Inc	141.58	SUPPLIES	
032308	10/26/2022	San Diego County Recorder	50.00	2022 CAP FEE NOE FILING FEE	

**Olivenhain Municipal Water District
October 2022 Warrant List - Check & EFT**

Number	Date	Name	Amount	Inv Reference	Multiple Invoices?
032309	10/26/2022	San Diego Gas & Electric	53,459.28	0098000669143	Yes
032310	10/26/2022	Standard Insurance Co.	5,861.74	11/22 LIFE, LTD INSURANCE PREM	
032311	10/26/2022	Sunbelt Rentals, Inc.	3,199.05	MINI EXCAVATOR	Yes
032312	10/26/2022	Tara Cole	4.62	REF:1073446_178630	
032313	10/26/2022	Tessco Technologies Inc	960.07	SUPPLIES	
032314	10/26/2022	Tiffany Seyler	107.33	REF:1030397_234435	
032315	10/26/2022	TS Industrial Supply	152.82	SUPPLIES	
032316	10/26/2022	Two Oaks Sweeping LLC	660.00	SWEEPING SERVICES	
032317	10/26/2022	Underground Service Alert	302.25	DIG ALERT TICKETS	
032318	10/26/2022	Vallecitos Water District	48,481.86	RECLAIMED WATER SALES	
032319	10/26/2022	Water for People	60.00	WTRPL 10/27/2022	
032320	10/26/2022	West Yost & Associates, Inc	21,463.23	Inspections/as-needed services 5E Quadrant	Yes
032321	10/26/2022	Whitson CM	150.00	9/22 SWPPP INSPECTIONS	
EFT000000000216	10/5/2022	ACWA	50.00	10/5 WEBINAR - JJANSEN	
EFT000000000217	10/5/2022	Southern Counties Lubricants, LLC.	8,136.56	UNLEADED & DIESEL FUEL	
EFT000000000218	10/5/2022	Mesa Products	494.83	MATERIALS	Yes
EFT000000000219	10/5/2022	Westamerica Communications, Inc.	678.21	BUSINESS CARDS	
EFT000000000220	10/5/2022	McMaster-Carr Supply Co.	153.39	SUPPLIES	Yes
EFT000000000221	10/5/2022	Volt Management Corp DBA	434.95	SDCWA INTERN	
EFT000000000222	10/5/2022	Martin Marietta Materials Inc	2,273.52	MATERIALS	Yes
EFT000000000223	10/5/2022	eCivis, Inc.	3,685.00	COST ALLOCATION SOFTWARE	
EFT000000000224	10/5/2022	Ascensus Holdings, Inc.	1,700.00	GASB 68 (CALPERS)	
EFT000000000225	10/5/2022	Valley Construction Management	29,289.50	CONSTRUCTION MGMT SERVICES	Yes
EFT000000000226	10/12/2022	ACWA - JPIA	140,103.24	11/22 GROUP INSURANCE PREM	
EFT000000000227	10/12/2022	DLM Engineering Inc	10,512.50	ENGINEER CONSULTING SERVICES	Yes
EFT000000000228	10/12/2022	Westamerica Communications, Inc.	213.14	BUSINESS CARDS	
EFT000000000229	10/12/2022	B. Weber Consulting LLC	3,996.58	CONSULTING SERVICES	
EFT000000000230	10/12/2022	Evoqua Water Technologies	4,548.13	DEL DIOS SPS CHEMICALS	
EFT000000000231	10/12/2022	McMaster-Carr Supply Co.	5,323.60	WTP SUPPLIES	Yes
EFT000000000232	10/12/2022	SemiTorr Group, LLC	12,658.53	CIP pump replacement and parts	Yes
EFT000000000233	10/12/2022	CyberlinkASP Technology	15,541.76	HOSTING SERVICES	Yes
EFT000000000234	10/12/2022	Volt Management Corp DBA	434.95	SDCWA INTERN W/E 9/16/22	
EFT000000000235	10/12/2022	Traffic Safety Solutions	3,590.00	SAN DIEGUITO ROAD	Yes
EFT000000000236	10/12/2022	Rutan & Tucker, LLP	882.00	Special counsel and strategic assistance in evaluating project feasibility	Yes
EFT000000000237	10/12/2022	Parsons	20,923.45	Preliminary and Final Design Services	Yes
EFT000000000238	10/12/2022	CDW Government Inc	4,750.00	SOFTWARE RENEWALS	
EFT000000000239	10/12/2022	Nossaman LLP	22,669.88	8/22 LEGAL SERVICES	Yes
EFT000000000240	10/12/2022	Harrington Industrial Plastics Inc	972.20	WTP SUPPLIES	
EFT000000000241	10/19/2022	Southern Counties Lubricants, LLC.	5,712.22	UNLEADED FUEL	
EFT000000000242	10/19/2022	DLM Engineering Inc	13,597.50	Subtask 7 Potable Water & RW Master Plan Development (D120099)	Yes
EFT000000000243	10/19/2022	Wageworks	236.00	9/22 ADMIN SERVICES	
EFT000000000244	10/19/2022	Evoqua Water Technologies	1,200.00	WWTP PREVENT MAINT SVCS	
EFT000000000245	10/19/2022	PSI Water Technologies, Inc	1,728.00	WTP SERVICES	
EFT000000000246	10/19/2022	McMaster-Carr Supply Co.	1,989.29	SUPPLIES	
EFT000000000247	10/19/2022	Volt Management Corp DBA	434.95	WTP INTERN W/E 9/23/22	
EFT000000000248	10/19/2022	Traffic Safety Solutions	1,795.00	SAN DIEGUITO RD	
EFT000000000249	10/19/2022	Martin Marietta Materials Inc	1,117.80	MATERIALS	Yes
EFT000000000250	10/19/2022	Harrington Industrial Plastics Inc	150.53	WTP SUPPLIES	
EFT000000000251	10/26/2022	Wateruse Association	3,780.00	2023 MEMBERSHIP DUES	
EFT000000000252	10/26/2022	Westamerica Communications, Inc.	4,396.77	WATCHING WATER	
EFT000000000253	10/26/2022	Evoqua Water Technologies	1,292.77	WWTP PREVENT MAINT SERVICES	Yes
EFT000000000254	10/26/2022	McMaster-Carr Supply Co.	473.24	WWTP SUPPLIES	Yes
EFT000000000255	10/26/2022	Radwell International, Inc.	1,206.74	SUPPLIES	Yes
EFT000000000256	10/26/2022	BlueWater Strategies llc	78,000.00	CONSULTING SERVICES	
EFT000000000257	10/26/2022	Volt Management Corp DBA	434.95	SDCWA INTERN W/E 9/30/22	
EFT000000000258	10/26/2022	Transnet Investigative Group Inc.	100.00	PARK DOCENT BACKGROUND	
EFT000000000259	10/26/2022	CDW Government Inc	263.86	SUPPLIES	
EFT000000000260	10/26/2022	Valley Construction Management	12,045.00	Construction Management Services	Yes
EFT000000000261	10/26/2022	Harrington Industrial Plastics Inc	157.02	WTP SUPPLIES	

3,439,245.15

**Olivenhain Municipal Water District
 Monthly Directors Fee and Reimbursed Expenses for Directors and Staff
 October 2022**

<u>Name</u>	<u>Payment Date</u>	<u>Check#/ Credit Card</u>	<u>Meals & Lodging</u>	<u>Travel & Transport</u>	<u>Other</u>	<u>Total 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	600.00
			0.00	0.00	0.00	0.00	600.00
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	-
			0.00	0.00	0.00	0.00	0.00
Director Watt	10/5/2022	32184	0.00	35.38	0.00	35.38	1,200.00
			0.00	35.38	0.00	35.38	1,200.00
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	
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	
Engineering Manager Stephenson			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	10/19/2022	32223	22.49	164.29	0.00	186.78	
			22.49	164.29	0.00	186.78	

*Includes September and October Director fees.

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: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Kimberly A. Thorner, General Manager
Subject: **CONSIDER UPDATE ON THE COVID-19 EMERGENCY DECLARATION**

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, sixty employees have had COVID-19 and we have had one workplace exposure.

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
February 2020	OMWD began actively monitoring situation.
March 5, 2020	Staff begins formulating outreach plan and design of OMWD’s online COVID-19 Response Center.
March 9, 2020	Staff participated in regional meeting regarding COVID-19 at the San Diego County Water Authority.
March 11, 2020	OMWD’s online COVID-19 Response Center published.
	Social Media outreach regarding water safety during COVID-19.
March 12, 2020	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.
March 13, 2020	OMWD’s lobby temporarily closed until further notice.
	Disconnection moratorium for customers facing financial difficulty.
March 16, 2020	Staff advised not to report to work if family/friends/people they have interacted with exhibited any symptoms.

	<p>Employees can work remotely or on alternate schedules, so long as essential services are not interrupted.</p> <p>All non-vital construction, outside work, and outside meetings are cancelled.</p> <p>Social distancing policies implemented within the District. (E.g. no sharing vehicles, no congregating, etc.)</p> <p>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.</p>
March 17, 2020	<p>OMWD’s Emergency Operations Center plans reviewed in order to prepare should it be activated.</p> <p>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.</p>
March 18, 2020	OMWD’s regularly scheduled board meeting transitioned to teleconference format.
March 21, 2020	California Public Utilities Commission informed that OMWD has initiated a temporary disconnection moratorium.
March 22, 2020	OMWD’s Elfin Forest Recreational Reserve closed until further notice.
March 23, 2020	<p>OMWD participated in second teleconference meeting regarding wastewater mutual aid with SEJPA, LWWD, VWD, Oceanside, Carlsbad, and Encina.</p> <p>Finance Department creates account to track costs associated with COVID-19.</p>
March 24, 2020	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.
March 25, 2020	<p>Deployed additional laptops to enable additional employees to work from home.</p> <p>Filmed informational video about the safety of our water that will be released in the near future.</p> <p>Prepared a list of shovel ready projects to CWA.</p>
March 26, 2020	<p>Sent an informational mailer to all customers regarding the safety of their water supply.</p> <p>Secured adequate supply of N95 masks for employees.</p>
March 27, 2020	Staff has contacted certified retired operators to determine their ability to provide support in the event our current staff was impacted.
March 30, 2020	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.
March 31, 2020	Posted an informational video about the safety of our water on website and social media.
April 3, 2020	Secured Zoom meeting software license; Reviewed security protocols to ensure a safe and successful meeting.
April 6, 2020	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.
April 7, 2020	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.
April 15, 2020	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.
April 16, 2020	Received 275 gallons of hand sanitizer to distribute to all OMWD facilities.
April 23, 2020	Participated in the ACWA Brown Act COVID Webinar.
April 28, 2020	Discussed transitioning efforts with Managers and Supervisors.
	Established guidelines for contractor work at the DCMWTP.
May 1, 2020	Presented on a Governments COVID 19 Town Hall Webinar hosted by The Pun Group.
May 4, 2020	OMWD participated in third teleconference meeting regarding wastewater mutual aid with SEJPA, LWWD, VWD, Oceanside, Carlsbad, and Encina.
May 5, 2020	Prepared list of OMWD shovel ready projects to MWD.
May 11, 2020	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.

May 12, 2020	Secured software to enable front desk phone rollover capabilities.
May 14, 2020	Provided COVID-19 IgG Antibody Testing for employees and family members.
May 20, 2020	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.
May 26, 2020	Replaces the podium PC in the Boardroom that had Zoom issues.
June 1, 2020	Modified employee work schedules to stagger shifts and isolate, ended the shelving of employees. Created a Telecommuting Policy; currently under management review.
June 2, 2020	Hosted an Employee Forum via Zoom.
June 15, 2020	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.
June 15, 2020	Slowly started to increase in office presence with fewer telecommuting shifts.
June 17, 2020	Revised the Annual Goals and Objectives to reflect the impacts of COVID-19.
June 19, 2020	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.
June 22, 2020	Reopened the Lobby with the following restriction: visitors and receptionist to wear face masks.
June 26, 2020	Moved back to increased telecommuting and split shifts due to COVID surge.
June 30, 2020	Closed lobby due to non-compliance with the County Health Order requiring all visitors to wear facial coverings.
July 22, 2020	Implemented employee temperature and COVID-19 symptom certification portal, with mandatory/daily reporting.
July 29, 2020	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.
July 30, 2020	Review emergency telecommuting policy with managers for implementation in August.
August 1, 2020	Continued split schedules, remote site reporting, distancing, and telecommuting for all employees.
August 31, 2020	Started research on the August 8 Executive Order for payroll tax deferral and its applicability to OMWD.
September 1, 2020	Implemented Telecommuting Policy District wide. EOC books updated.

September 15, 2020	Switched to regional reporting to SDCWA to once per week versus daily.
September 22, 2020	Directed supervisors to continue split schedules, telecommuting, remote site reporting, and distancing through at least the end of November. Will revisit as needed.
September 22, 2020	Updated all supervisors on new legislation regarding COVID outbreaks in the workplace and employee notification.
October 28, 2020	Reminded all employees on the importance of resisting COVID fatigue.
November 4, 2020	Requested Supervisors prepare plans in case San Diego gets second Purple Tier rating on 11/10/20.
November 10, 2020	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.
November 19, 2020	Reminded employees to have the essential worker letter if out on OMWD business, duty calls, or leaks, etc., past the curfew.
December 1, 2020	Began working with staff on plan for the reinstatement of late charges in 2021.
December 1, 2020	Implemented further distancing work from home schedules due to purple tier.
December 8, 2020	Prepared social media posts for OMWD's COVID preparedness and response.
December 17, 2020	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.
December 21, 2020	Email to all employees about COVID reporting requirements.
January 19, 2021	Ordered hands free door openers for bathrooms.
January 25, 2021	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.
February 1, 2021	Created a COVID Task Force with employee representatives from each pod that will meet bi-weekly.
February 9, 2021	Held a COVID Task Force Meeting.
February 22, 2021	Held a COVID Task Force Meeting.
February 23, 2021	Addressed respirator N95 needs, porta potties deployed, and more sanitizer.

March 2, 2021	Contacted the County of San Diego and determined vaccine eligibility for emergency operations center (EOC) employees, duty operators, and those on call to respond.
March 4, 2021	Distributed individual approval letters to employees as emergency service workers to schedule vaccine appointment.
March 8, 2021	Coordinated with SDCWA on CALFire vaccinations for OMWD employees.
March 22, 2021	Held a COVID Task Force Meeting.
March 23, 2021	Employees eligible to sign up for CALFire vaccinations.
March 30, 2021	Joined CSDA Coalition on COVID relief for Special Districts.
April 15, 2021	Held a COVID Task Force Meeting.
April 19, 2021	HR coordinated a COVID Wellness Challenge
April 29, 2021	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.
May 4, 2021	Held a COVID Task Force Meeting.
May 5, 2021	Removed the Pod walls.
May 10, 2021	Reopened the front lobby.
May 11, 2021	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.
June 9, 2021	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.
June 9, 2021	Held a COVID Task Force Meeting.
June 15, 2021	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.
June 22, 2021	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.

July 21, 2021	Held a COVID Task Force Meeting.
July 23, 2021	Email to all employees with a reminder of the COVID guidelines – self certification on Target Safety, mask wearing if unvaccinated.
July 27, 2021	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.
August 21, 2021	Re-instituted masks required indoors immediately unless you are in your office alone with door shut and asked that meetings be Zoom whenever possible.
August 31, 2021	Held a COVID Task Force Meeting.
September 15, 2021	Announced that the 2021 COVID-19 Supplemental Paid Sick Leave will end on September 30, 2021.
September 16, 2021	Governor Newsom signed AB 361, which extends virtual meetings for all Brown Act meetings (Board and Committee) with conditions.
September 10, 2021	Attended workshops on the SWRCB Arrearages Process and CSDA’s Special District Relief Fund Program.
September 30, 2021	Governor Newsom’s Executive Order N-15-21 comes to an end.
October 13, 2021	With the County showing a downward trend in a positive direction, mask wearing returned to optional indoors for vaccinated employees. The Board also implemented AB 361 in order to continue with virtual board and committee meetings for the next 30 days.
November 17, 2021	The Board continued to implement AB 361 in order to continue with virtual board and committee meetings for the next 30 days.
December 9, 2021	Held a COVID Task Force Meeting.
December 14, 2021	Email sent to all employees on the new California Department of Public Health and San Diego County mask mandates go into effect on December 15th requiring masks to be worn in all indoor public settings, irrespective of vaccine status, for the next four weeks (December 15, 2021 through January 15, 2022).
January 3, 2022	With positive cases increasing, sent all employee email to keep up your safe practices and reporting.
January 5, 2022	Sent email to employees that for at least the month of January, any employee that develops COVID symptoms, if you get a rapid test by a health professional and OMWD will reimburse you the out of pocket cost up to \$200. This will shorten the time waiting in isolation for results and will assist OMWD in maintaining critical staffing levels
January 6, 2022	Implemented separation work scheduling for the next two weeks based on the already declared emergency from 2020 and emergency telecommuting agreements on file with HR. Ordered a supply of home tests for employee use. Tests are locked in an outdoor safe where an OMWD Manager or telehealth provider can witness in real time.

January 10, 2022	Sent booster shot clarification email for the updated January 14 th CALOSHA regulations that you are now deemed in the unvaccinated bucket (for exposure purposes) if you are eligible for a booster shot and have not received one.
January 14, 2022	CALOSHA adopted new regulations that go into effect on January 14, 2022 – face covering must pass light test, Testing for all employees (regardless of vaccination status) due to “close contact” in the workplace will be on paid regular work time, not sick leave, home COVID-19 tests are now permissible, however the employer or an authorized telehealth provider must observe the testing in real time.
January 18, 2022	Held a COVID Task Force Meeting.
January 25, 2022	Met via Zoom with Managers and Supervisors to discuss signs COVID fatigue in employees.
February 1, 2022	Awarded certificates to the top 5 employees who completed the most COVID symptom certification checklists since it was implemented at the beginning of the pandemic.
February 14, 2022	Email sent to all employees on the Governor’s COVID-19 paid sick leave retroactive to January 1, 2022, which will remain in effect through September 30, 2022, masks are no longer required for vaccinated individuals, and the COVID-19 Isolation and Quarantine flowchart.
March 2, 2022	Investigated and participated in a webinar on how to request County transfer of federal COVID relief funds. Will submit to County for OMWD impacts.
March 3, 2022	State extended the CALOSHA ETS to May 5, 2022. Informed the Employees at the Employee Forum.
March 15, 2022	Commenced planning for “End of COVID” restrictions event with employees to honor their frontline work for the past two years.
May 5, 2022	Email sent to all employees on CALOSHA’s updated COVID ETS Rules that are in effect from May 6 through December 31, 2022. These rules included that masks no longer require a light test, OMWD does not have to disinfect after a case at work, “high risk period” is now “infectious period.” Also, per supplemental COVID leave requirement, employees need to provide results from a medical provider, health facility or in front of a manager at OMWD. Employees still must complete Vector Solutions symptom certification.
August 30, 2022	Reviewing and researching new CALOSHA regulations anticipated to be adopted in September 2022. CALOSHA hearing set for September 15, 2022.
September 28, 2022	Governor Newsom signed AB 152, extending the requirement for all California employers with more than 25 employees to provide COVID-19 Supplemental Paid Sick Leave through December 31, 2022. The total amount of COVID-19 leave available to employees between January 1 and December 31, 2022 remains the same.

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 \$331,920.64 as of the publishing of this memo. Of this amount, only \$134,033.45 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.

On October 14th, 2021, OMWD submitted an application for the \$100 million Special District Relief Fund, available through the State of California, for the potential reimbursement of the district's unanticipated COVID-related costs incurred between March 2020 and June 2021. Costs totaling \$372,547 that are not anticipated to be reimbursed by FEMA were included in the application. These costs included: technology costs that allowed select staff to work remotely, customer outreach costs related to water safety and COVID, supplemental COVID sick leave provided to employees, and wages incurred for non-telecommuting employees that were required to stay home at the onset of the pandemic to ensure social distancing. The district was successful in its application and was awarded \$43,561.00 in COVID-19 relief funding to reimburse OMWD for our extraordinary incurred costs for staffing and supplies related to the pandemic.

COVID-19 Expenditures Incurred Since March 12, 2020

Item	Cost	Category	Note
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 spay (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	
Disposable masks (500), N95 masks (240), alcohol wipes.	1002.20	Supplies	
Reusable masks (Qty. 100), Disposable masks (Qty. 1,060)	718.80	Supplies	
Disposable masks (Qty. 350)	188.44	Supplies	
Disposable masks (Qty. 1050)	329.28	Supplies	
COVID rapid tests (Qty. 540 total tests)	6369.77	Supplies	
Reusable "no light" masks for OSHA compliance (Qty. 300)	1008.60	Supplies	
Disposable masks (Qty. 800), alcohol wipes	464.41	Supplies	

Category	Total
Information Technology	40,990.12
Inventory	169,668.55
Supplies	110,155.77

Customer Service	11,106.20
Grand Total	\$331,920.64

Discussion

OMWD will continue to take proactive measures to stay ahead of the curve while keeping customers supplied with safe and reliable drinking water. Monthly COVID-19 emergency updates will continue at each subsequent board meeting until February 2023 when the COVID emergency ends. The district will continue our objectives to protect the health and safety of employees and customers; and ensure the continuity of business operations.

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Steven Weddle, Engineering Services Supervisor
Via: Kimberly A. Thorner, General Manager
Subject: **CONSIDER APPROVAL OF CONSTRUCTION CHANGE ORDER NO. 2 FOR THE MANCHESTER AVENUE RECYCLED WATER PIPELINE PROJECT (D120040) IN THE AMOUNT OF \$70,848.71 WITH CCL CONTRACTING INC. AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF OMWD**

Purpose

The purpose of this agenda item is to consider approval of Construction Change Order No. 2 (CCO#2) for the Manchester Avenue Recycled Water Pipeline Project (Project) in the amount of \$70,848.71 with CCL Contracting Inc. (CCL) and authorize the General Manager to sign on behalf of OMWD.

Recommendation

Staff recommends approval of CCO#2 in the amount of \$70,848.71 with CCL and authorization for the General Manager to sign on behalf of OMWD.

Alternative(s)

The board could elect not to approve the change order and direct staff to re-negotiate, or otherwise proceed in a manner directed by the Board.

Background

The Project is located on Manchester Avenue from Via Poco north to Manchester Avenue and on South El Camino Real from Manchester Avenue north to Tennis Club Drive in Director Division 3 (Guerin). The Project is installing approximately 7,000 LF of recycled water pipeline in Manchester Avenue and South El Camino Real to continue expanding recycled water infrastructure. The pipeline, once complete, will provide the existing schools, HOAs, religious centers, and commercial developments in the area a source of recycled water for irrigation purposes to reduce the demand for imported potable water.

The Board approved a contract with CCL for the Project at the April 20, 2022 meeting. The Notice to Proceed was issued July 14, 2022 with a contractual completion date of April 10, 2023. As construction progressed, Construction Change Order No. 1 (CCO#1) was authorized in September 2022 under the General Manager's authority to address unforeseen conditions encountered below grade in the field and to proactively coordinate construction phasing with ongoing Caltrans construction in the area to avoid conflicts. These modifications resulted in an increased contract amount of \$26,735.48 and did not impact the targeted completion date. As construction continued to progress, CCO#2 accounts for additional unforeseen conditions identified after CCO#1 was executed.

Fiscal Impact

Funds for the Project have been included in the FY 23 annual budget. The 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. Staff is currently finalizing an agreement for a grant award from the US Bureau of Reclamation's Title XVI Water Reclamation and Reuse Program, which will offset additional costs to complete the Project. Funds are currently available for this change order within the Project budget. CCO #1 currently amount to 0.8% of the total construction contract. If approved, cumulative change order total through CCO #2 would amount to 2.9% of the total construction contract.

The full description of CCO#2 is attached for reference and results in an increased contract amount of \$70,848.71, with cumulative Change Order amounts beyond the General Manager's authority. Funds for CCO#2 are available in the FY23 project 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: **\$5,225,000**

Current Fiscal Year Appropriation: **\$4,465,000**

To Date Approved Appropriations: **\$5,225,000**

Target Project Completion Date: **April 2023**

Expenditures and Encumbrances as of October 18, 2022: **\$3,525,860**

Is this change order within the appropriation of this fiscal year? **Yes**

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

Discussion

CCO#2 accounts for several Potential Change Orders (PCOs) resulting from unforeseen conditions encountered on the Project, as shown in the table below. These include changes in alignment to avoid utility conflicts and added costs related to service connection modifications.

PCO #	Description	Amount	Initiated by
2	Realign 6-inch main to avoid existing water main	\$20,372.27	U
3	Utility Conflict at STA 57+44 requiring dip section	\$34,076.44	U
5	Add 2-inch service at STA 75+84	\$15,000.00	D
7	Add 2-inch service at STA 68+20	\$15,000.00	D
7	Delete 1-inch service at STA 68+20	(\$14,500.00)	D
8	Increase stabilized pipe bedding	\$900.00	U
	Total	\$70,848.71	

* Initiated by:

- C - Contractor Requested Change
- D - District Requested Change
- U - Unknown Site Conditions

CCL originally proposed a change order amount of \$76,099.71. However, staff and Valley Construction Management, OMWD’s construction management and inspection firm, have negotiated CCO#2 in the amount of \$70,848.71 with 3 additional calendar days. This revises the contract completion date to April 13, 2023. A summary of the contract and approved and proposed changes are presented in the following table.

Authorization	Authorization By	Value	Contract Days
Original Contract	Board	\$3,355,823.50	270
CCO #1	General Manager	\$26,735.48	0
CCO #2	Under consideration by Board	\$70,848.71	3
Total		\$3,453,407.69	273

Staff recommends approval of CCO#2 which is within the Project budget. At this point in construction, the majority of underground work is nearing completion and the potential for additional unforeseen utility conflicts has subsequently decreased. Staff is available to answer questions.

*Attachment(s):
Construction Change Order No.2
Location Map*

CONTRACT CHANGE ORDER

Owner: **OLIVENHAIN MUNICIPAL WATER DISTRICT** OMWD File No. D-120040
Project: Manchester Avenue and S. El Camino Real Recycled
Water Pipelines Project
Contractor: CCL Contracting

CONTRACT CHANGE ORDER NO. 02

Date 10/18/22

The Contractor is hereby authorized and directed to make the herein described changes from the Plans and Specifications or do the following work not included in the Plans and Specifications for the construction of this project. Payment to the contractor for these change order items shall provide full compensation for all equipment, materials, labor, field and home office overhead, indirect and consequential costs, mark-ups, and profit necessary to complete the work. By executing this contract change order, the contractor agrees to proceed with this work as a change order per the contract documents and waives any rights to additional compensation arising out of work listed in this change order, including without limitation, any claims relating to any cumulative effect of change orders, delays, productivity impact or interruption.

DESCRIPTION OF CHANGE

1. It was discovered during construction that the alignment of the 6-inch PVC recycled main would parallel an existing 10-inch water main at a close distance that could affect the integrity of the existing thrust blocks on the 10-inch water main at Sta. 51+30, 52+88, 53+05, 54+18 and 56+98. The 6-inch recycled main alignment was relocated approximately 22' horizontally to avoid this conflict. The new alignment conflicted in locations with an abandoned 8-inch CMLC water line which required removal in several locations. The removal of the abandoned water main is considered extra work. The cost of this work is \$20,372.27. Zero (0) days are added for this work. See PCO #2 for information
2. During construction, unmarked utilities were discovered at Sta. 57+44 that conflicted with the proposed 6-inch alignment. The existing alignment was modified to dip under the utility to avoid conflict. This work included additional fittings, thrust restraints and DR14 pipe along with delay costs. The cost of this work is \$34,076.44. Three (3) days are added for this work. See PCO #3 for information
3. The District requested the contractor to add a 2-inch service at Sta. 75+84. The cost of this work will be paid by increasing the bid quantity for bid item #18 by 1 each. The cost of this work is \$15,000. Zero (0) days are added for this work. See PCO #5 for details.
4. The District requested to upsize the service at Sta. 68+20 from 1-inch to 2-inch. The cost of this work will be paid by increasing the bid quantity for bid item #18 (2-inch service) by 1 each. The cost of this work is \$15,000. Zero (0) days are added for this work. See PCO #7 for details.
5. The District requested to upsize the service at Sta. 68+20 from 1-inch to 2-inch. The cost of this work will be paid by decreasing the bid quantity for bid item #17 (1-inch service) by 1 each. The cost of this work is a CREDIT of \$14,500.00. Zero (0) days are added for this work. See PCO #7 for details.
6. Increase bid item #23-Install stabilized pipe bedding by 25LF @ \$36/LF due to unsuitable subgrade encountered beyond the limits shown on plans. The cost of this work is \$900.00. Zero (0) days are added for this work. See PCO #8 for details.

Original Contract Amount: \$3,355,823.50

Total Previous Change Orders (Through CCO #1): \$26,735.48

Total This Change Order: \$70,848.71

Revised Contract Amount: \$3,453,407.69

Original Contract Duration: 270 Calendar Days (Bid Schedules A&B)

Original Contract Completion Date: April 10, 2023

Total Calendar Days Added from Previous Change Orders (Through CCO #1): 0

Total Calendar Days Added This Change Order: 3

Revised Contract Duration: 273 Calendar Days

Revised Contract Completion Date: April 13, 2023

TOTAL COST for this CHANGE ORDER is Seventy Thousand eight-hundred forty-eight dollars and seventy-one cent INCREASE.

It is agreed that 3 consecutive calendar day(s) extension of time will be allowed by reason of this change. The original completion date was April 10, 2023, and the revised completion date is April 13, 2023 (including weather delays).

Prepared by Construction Manager

Paul Mochel

Paul Mochel, Valley Construction Management

Accepted by CONTRACTOR

Approved by OWNER

By:

Rod C. [Signature]

By:

Date:

10-18-22

Date:

NOTE: Attention is called to the sections in the General Provisions on Scope of Work and Estimates and Payments. THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY OWNER.

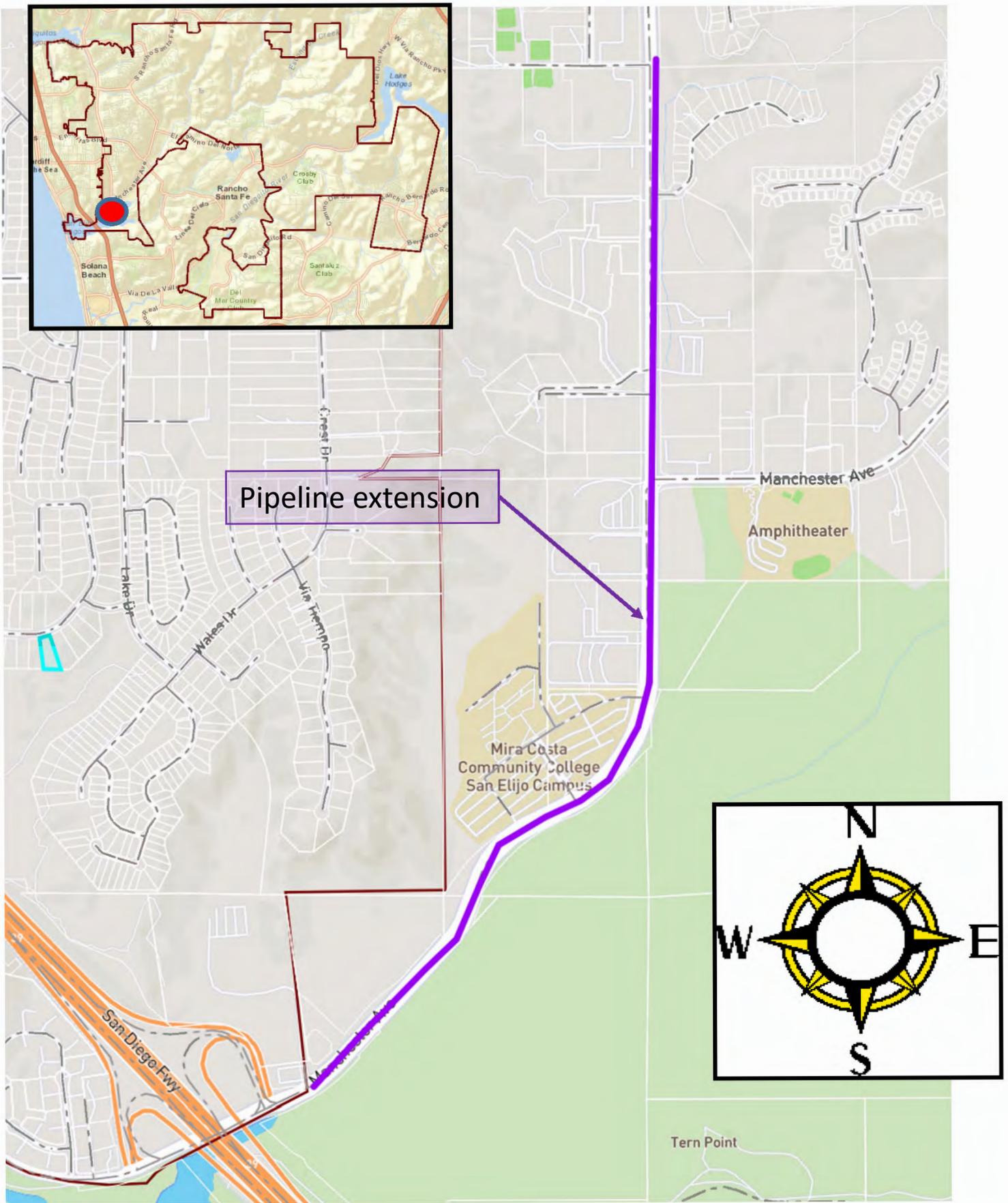
Distribution:

Owner

Contractor

Engineer

Finance



**Manchester Avenue
Recycled Water Pipeline Project (D120040)**

Memo

Date: November 16, 2022

To: Olivenhain Municipal Water District Board of Directors

From: Steven Weddle, Engineering Services Supervisor

Via: Kimberly A. Thorner, General Manager

Subject: **CONSIDER AWARD OF A CONTRACT WITH FARWEST CORROSION CONTROL COMPANY IN THE AMOUNT OF \$88,220 FOR THE LUSARDI PHASE II CATHODIC PROTECTION REPLACEMENT PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT, ADOPT A RESOLUTION AND AUTHORIZE A NOTICE OF EXEMPTION TO BE FILED WITH THE COUNTY CLERK, COUNTY OF SAN DIEGO**

Purpose

The purpose of this agenda item is to consider award of a contract with Farwest Corrosion Control Company (Farwest) in the amount of \$88,220 for the Lusardi Phase II Cathodic Protection Replacement Project (Project), authorize the General Manager to sign on behalf of Olivenhain Municipal Water District (OMWD), and adopt a resolution and authorize a Notice of Exemption (NOE) to be filed with the County Clerk of San Diego

Recommendation

Staff recommends awarding a contract to Farwest in the amount of \$88,220 for construction of the Project and authorize the General Manager to sign on behalf of OMWD.

Additionally, staff recommends adoption of the proposed Resolution which makes CEQA findings for declaration of the Lusardi Cathodic Protection Project as an exempt project under CEQA Guidelines Section 15061(b)(3), 15301 (b), 15302, and 15303. Staff also recommends authorizing a NOE to be filed for the Project with the County Clerk of San Diego per CEQA Guidelines Section 15062.

Alternative(s)

The Board could elect to:

- The Board could reject all bids and direct staff to re-bid a portion or the entire Project;
- Elect to delay the Project until a future date;
- Adopt the resolution and direct staff to not file the NOE which would increase the Statute of Limitations for filing protests against the Project from 35 days to 180 days;
- Determine that CEQA is not required for the Project and not adopt the Resolution.

Background

The proposed work is located along an 18" steel pipeline located in Director Division 1 (Topolovac). The pipelines were installed in 1987 and the current anodes and testing stations were installed in early 2000's. Routine evaluations of OMWD's cathodic protection systems performed by staff and our corrosion consultant R.F. Yeager identified the existing sacrificial cathodic protection system protecting the Lusardi pipeline as a priority to replace to ensure continued protection against corrosive soil conditions. The Project will replace existing cathodic protection anodes and test stations along the steel Lusardi pipeline that are at the end of their useful life.

Fiscal Impact

The proposed work was included in the FY 23 budget under the Steel Mains Protection Project (D120038), which has been a recurring effort since 2013 to maintain cathodic protection systems throughout the system.

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

In which FY did this capital project first appear in the CIP budget? **2013**

Total Project Budget: **\$3,375, 000**

Current Fiscal Year Appropriation: **\$281,000**

To Date Approved Appropriations: **\$281,000**

Target Project Completion Date: **February 2023**

Expenditures and Encumbrances as of October 31, 2022: **\$91,071.67**

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

In accordance with Administrative and Ethics Code Section 6.3C, staff publicly issued a Request for Bids for the Project on October 13, 2022. Staff also reached out to several firms to make them aware of the Project. Following the bid posting, a non-mandatory pre-bid meeting and jobsite walks were offered. An addendum was issued during the bidding process to respond to questions received by contractors. Two (2) bids were publicly received on November 7, 2022, and a summary of the bids are presented in the following table.

Contractor	Total Bid
EXARO Technologies Corporation	\$108,669
Farwest Corrosion Control Company	\$88,220

The lowest responsive and responsible bid was received from Farwest in the amount of \$88,220. Staff has reviewed the apparent low bid and their qualifications and determined they are a responsive and responsible bidder. Staff therefore recommends awarding a contract to Farwest in the amount of \$88,220.

The District contracted with Recon Environmental, Inc. (RECON), the District's current as-needed environmental consultant, to conduct an environmental review of the Project and determine if the project is a Categorical Exempt project under CEQA guidelines. CEQA Guidelines Section 15301(b) and 15302 allows for categorical exemptions for maintenance of existing facilities involving negligible or no expansion of existing use or capacity. RECON's determination is the Project is Categorical Exempt under CEQA guidelines. Additionally, the Project is anticipated to be completed in a short duration and the contractor will be required to complete the Project outside of bird nesting season. Staff recommends adoption of the proposed Resolution and authorize staff to file a NOE with the County Clerk of San Diego.

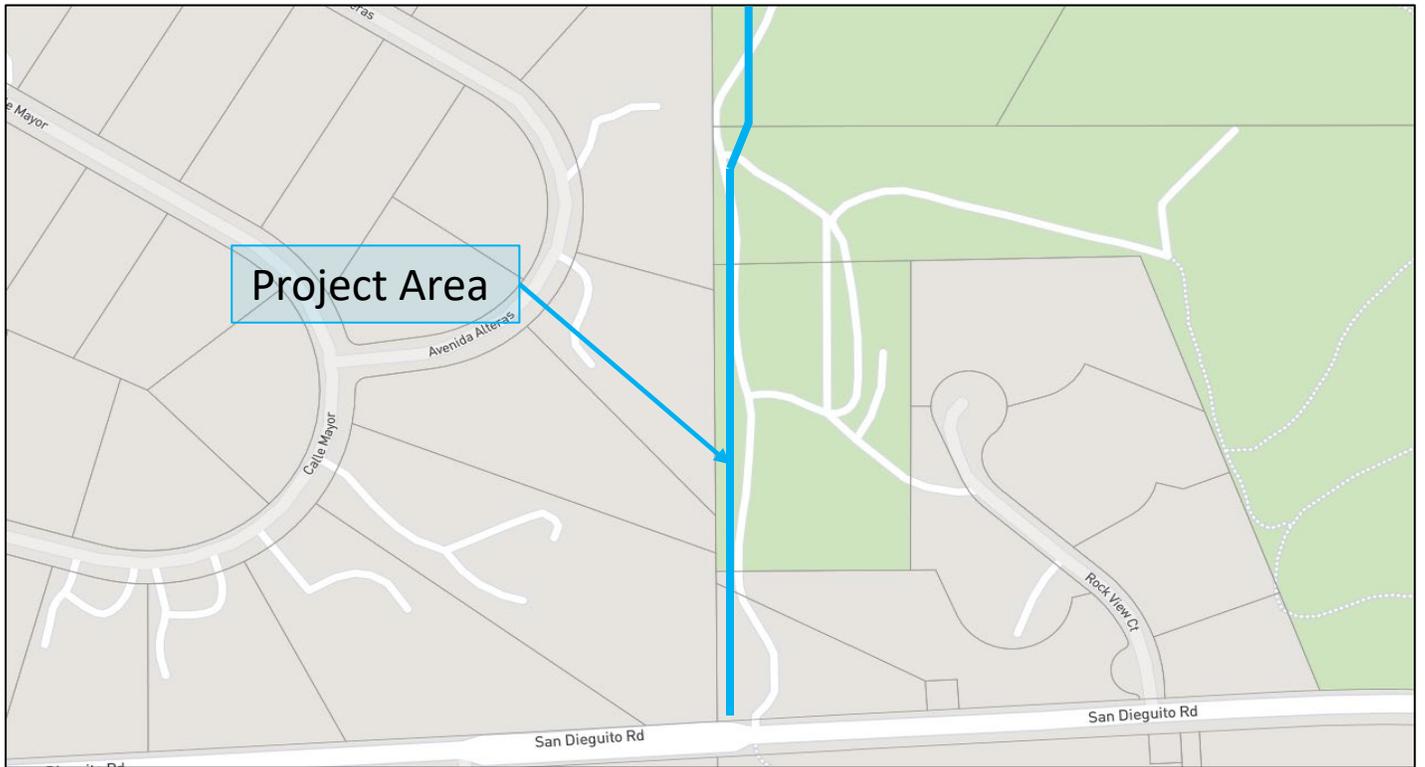
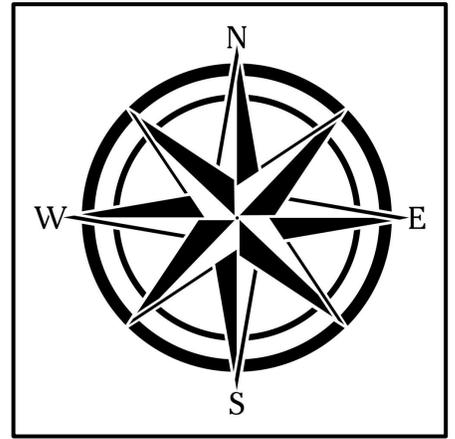
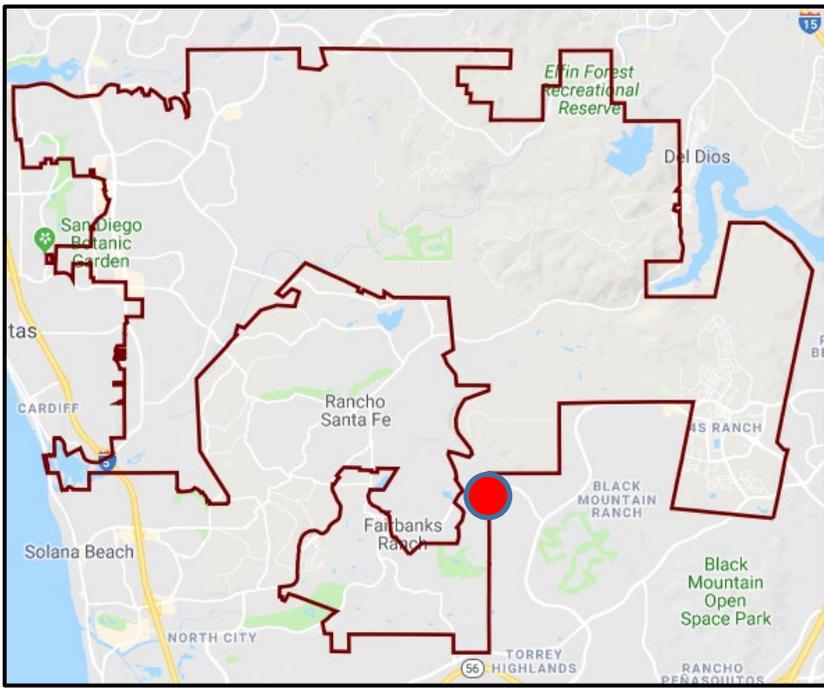
Staff is available to answer any questions.

Attachment(s):
Bid Results
Project Site Map
Resolution
NOE



Lasardi Phase II Cathodic Protection Replacement Project (D120038)
Bid Results 11.07.2022 2:00 pm

Bid Item Number	Bid Item	Bidder	
		Exaro Technologies Corp.	Farwest Corrosion Control Company
1	Mobilization, Demobilization, Bonds, Permits, Insurance, & Cleanup for all work required under this Project.	\$5,000.00	\$3,680.00
2	Drill three (3) minimum 11-inch diameter holes to a minimum depth of 12 feet at location BC 313. Install new test station. Connect pipe leads to test box. Connect new anode leads to test box. Refer to details shown on map Work Site #1:	\$20,733.74	\$18,100.00
3	Drill three (3) minimum 11-inch diameter holes to a minimum depth of 12 feet at location BC 312. Connect new anode leads to existing test box. Connect pipe leads to existing test box. Refer to details shown on map Work Site #2:	\$20,733.74	\$16,610.00
4	Drill three (3) minimum 11-inch diameter holes to a minimum depth of 12 feet at location BC 311. Connect new anode leads to existing test box. Connect pipe leads to existing test box. Refer to details shown on map Work Site #3:	\$20,733.74	\$16,610.00
5	Drill three (3) minimum 11-inch diameter holes to a minimum depth of 12 feet at location BC 310. Connect new anode leads to existing test box. Connect pipe leads to existing test box. Refer to details shown on map Work Site #4:	\$20,733.74	\$16,610.00
6	Drill three (3) minimum 11-inch diameter holes to a minimum depth of 12 feet at location BC 309. Connect new anode leads to existing test box. Connect pipe leads to existing test box. Refer to details shown on map Work Site #5:	\$20,733.74	\$16,610.00
Total Bid Schedule	Total Amount of Bid Schedule	\$108,669	\$88,220
Bid Form Checklist	Bid Form Checklist	Y	Y
Bid Bond	Bid Bond	Y	Y
Addendum	1	Y	Y



LASARDI PHASE II CATHODIC PROTECTION REPLACEMENT PROJECT

DISTRICT PROJECT NO. D120038

RESOLUTION NO. 2022-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT MAKING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR THE LUSARDI PHASE II CATHODIC PROTECTION REPLACEMENT PROJECT AND AUTHORIZING A NOTICE OF EXEMPTION FILED WITH THE COUNTY CLERK, COUNTY OF SAN DIEGO

WHEREAS the Olivenhain Municipal Water District, is a water agency organized and operating pursuant to California Water Code Sections 71000 et seq; and

WHEREAS the Olivenhain Municipal Water District owns and operates an 18-inch diameter, cement-mortar lined steel recycled water pipeline within an existing easement and maintains an associated access road, all in the County of San Diego Lusardi Creek Open Space Preserve, State of California; and

WHEREAS, pursuant to the CEQA Guidelines, the Olivenhain Municipal Water District Board of Directors has caused to be prepared a Notice of Exemption according to CEQA Guidelines Section 15062, stating that the project is exempt according to CEQA Guidelines Section 15061(b)(3), 15301 (b), 15302, and 15303; and

NOW, THEREFORE, the Board of Directors of the Olivenhain Municipal Water District does hereby find, determine, resolve and authorize as follows:

SECTION 1: The foregoing facts are found and determined to be true and correct.

SECTION 2: In accordance with the California Environmental Quality Act Guidelines Section 15061, the Board of Directors hereby finds and determines that the Lusardi Phase II Cathodic Protection Replacement Project is exempt from CEQA for the following reasons:

- 1) State CEQA Guideline Section 15061(b)(3) (Common Sense Exemption) allows for activities to be covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- 2) State CEQA Guidelines Section 15301(b) (Existing Facilities) allows for the repair and maintenance of existing public structures and facilities involving negligible or no expansion of use.
- 3) State CEQA Guidelines Section 15302 (Replacement or Reconstruction) allows for projects consisting of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

- 4) State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

SECTION 3: The Board of Directors of the Olivenhain Municipal Water District hereby authorize District Staff to file a Notice of Exemption with the County Clerk of the County of San Diego stating that the Lusardi Phase II Cathodic Protection Replacement Project is exempt from CEQA in accordance CEQA Guidelines Section 15061(b)(3), 15301 (b), 15302, and 15303.

PASSED, ADOPTED AND APPROVED at a regular meeting of the Board of Directors of Olivenhain Municipal Water District held on Wednesday, November 16, 2022.

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

ATTEST:

Kimberly A. Thorner, Assistant Secretary
General Manager
Olivenhain Municipal Water District

Notice of Exemption

Appendix E

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

From: (Public Agency): Olivenhain Municipal Water District
1966 Olivenhain Road
Encinitas, CA 92024

(Address)

County Clerk
County of: San Diego
1600 Pacific Highway
San Diego, CA 92101

Project Title: Lusardi Pipeline Cathodic Protection Repair Project

Project Applicant: Olivenhain Municipal Water District

Project Location - Specific:

Lusardi Pipeline easement off of San Dieguito Road in unincorporated community of Fairbanks Ranch. The Project coordinates are 33°00'20.3"N 117°10'11.4"W.

Project Location - City: Unincorporated Fairbanks Ranch Project Location - County: San Diego

Description of Nature, Purpose and Beneficiaries of Project:

The work includes providing all labor, materials, and equipment to install and commission new cathodic protection systems to prevent corrosion to the Lusardi water transmission pipeline. The contractor will drill three (3) minimum 11-inch diameter holes to a minimum depth of 12 feet at five (5) locations to facilitate placement of new cathodic protection anodes along the Lusardi Pipeline, north of San Dieguito Road, by the Olivenhain Municipal Water District.

Name of Public Agency Approving Project: Olivenhain Municipal Water District

Name of Person or Agency Carrying Out Project: Olivenhain Municipal Water District

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption. State Type and section number: 15061(b)(3), 15301 (b), 15302, and 15303
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

State CEQA Guideline § 15061(b)(3) (Common Sense Exemption) allows for activities to be covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

State CEQA Guidelines §15301(b) (Existing Facilities) allows for the repair and maintenance of existing public structures and facilities involving negligible or no expansion of use.

State CEQA Guidelines § 15302 (Replacement or Reconstruction) allows for projects consisting of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

State CEQA Guidelines §15303 (New Construction or Conversion of Small Structures) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

Lead Agency

Contact Person: Steven Weddle Area Code/Telephone/Extension: (760) 632-4221

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: General Manager

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Steve Weddle, Engineering Services Supervisor
Via: Kimberly A. Thorner, General Manager
Subject: **CONSIDER ACCEPTANCE OF THE VIA BROMA WATER SERVICE ABANDONMENT AND WATER SERVICE INSTALLATION INTO OMWD'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED**

Purpose

The purpose of this agenda item is to consider acceptance of the transfer of the potable water facilities constructed by Real Estate Redevelopment, Inc. (Developer) 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 project is complete, and facilities were constructed to OMWD's standards and specifications per the Development Construction Agreement.

Background

The Via Broma Water Service Abandonment and Water Service Installation Project is located at the far west end of Via Broma with a cross street of Via de Las Palmas in Director Division 1 (Topolovac). The project consists of the installation of a 1-inch water service line and an abandonment of a ¾" water service line on a current vacant lot under development.

OMWD entered into an agreement with the Developer in December 2021 to construct the facilities and dedicate said facilities to OMWD. As of September 20th, 2022, 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.

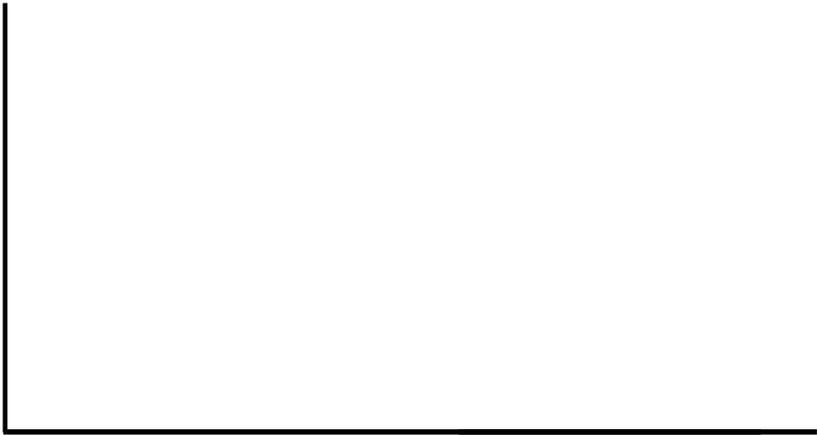
Discussion

OMWD staff is available to answer questions.

Attachments:
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 shown on improvement plans for Parcel 302-161-11-00 of Map No. 6492, recorded on September 30th, 1969, located in the County of San Diego, State of California for which Real Estate Redevelopment, Inc., (“Developer”) contracted with the OLIVENHAIN MUNICIPAL WATER DISTRICT (“Owner”, in fee, of the facilities), headquartered at 1966 Olivenhain Road, Encinitas, CA 92024, have been completed in accordance with the plans and specifications as of September 20th, 2022. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 16th day of November 2022.

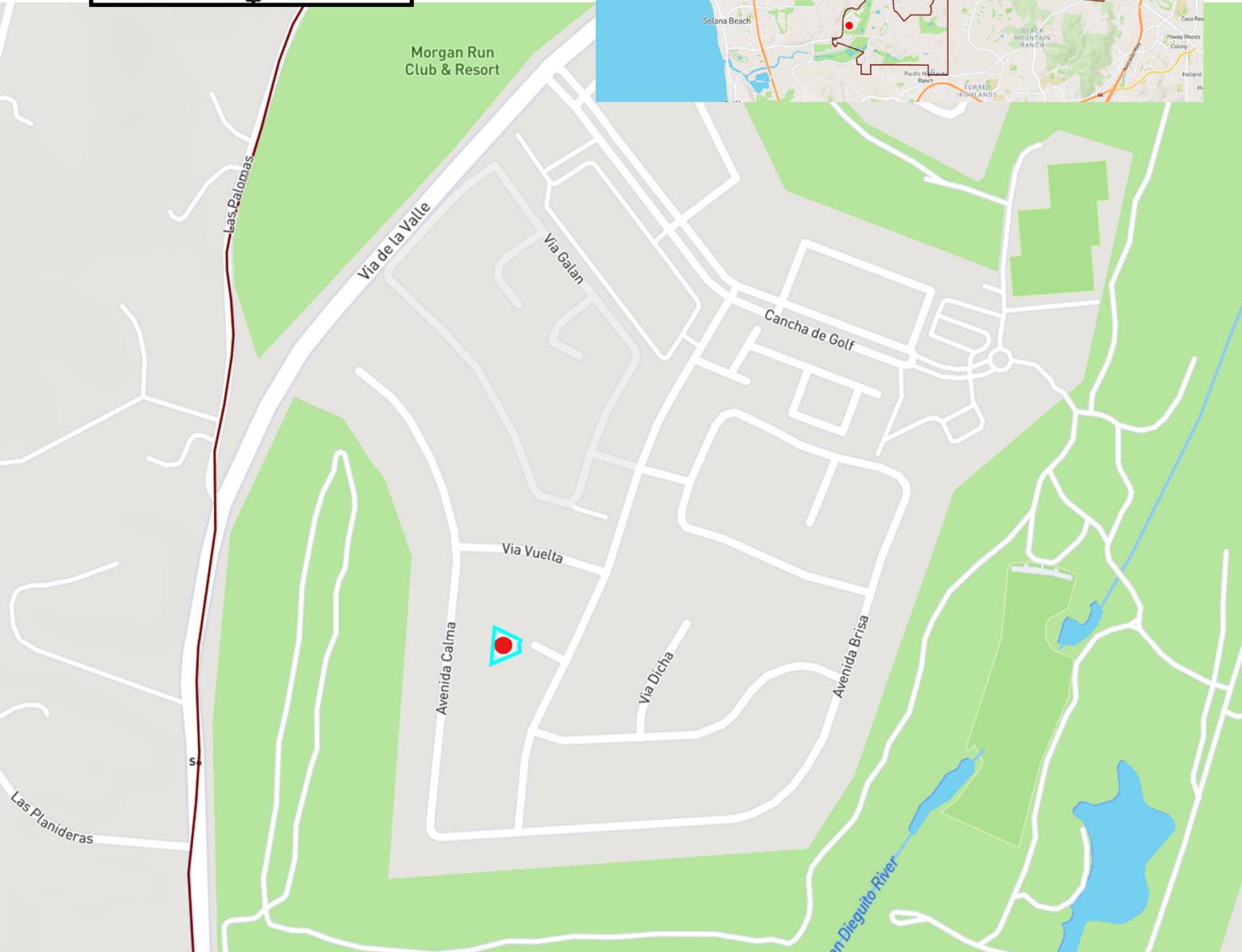
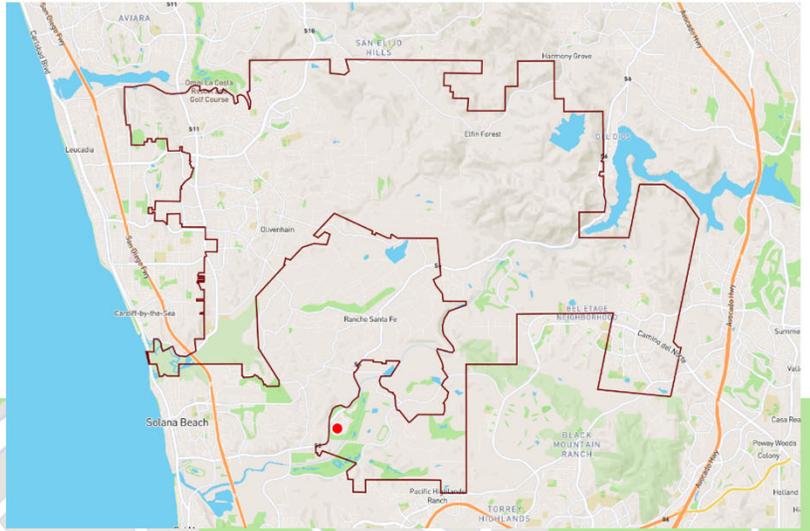
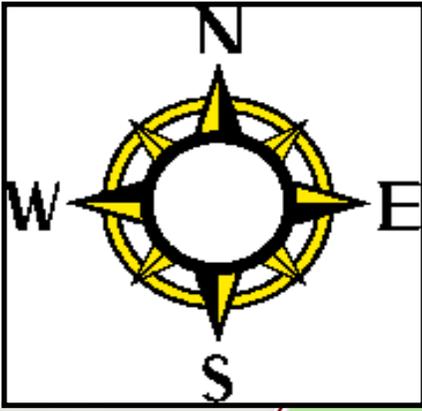
In witness whereof this Notice of Completion has been executed under authority from the Board of Directors of said OLIVENHAIN MUNICIPAL WATER DISTRICT by Kimberly A. Thorner, General Manager.

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



**VIA BROMA WATER SERVICE
ABANDONMENT & INSTALL
DISTRICT PROJECT NO. W590300**

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Lindsey Stephenson, Engineering Manager
Via: Kimberly A. Thorner, General Manager
Subject: **CONSIDER APPROVAL OF A LANDLORD CONSENT AND RELEASE AGREEMENT BETWEEN SPRINT PCS ASSETS, LLC AND OLIVENHAIN MUNICIPAL WATER DISTRICT ALLOWING ASSIGNMENT OF THE EXISTING SPRINT CELLULAR COMMUNICATIONS LEASE AND FACILITIES AT THE GOLEM RESERVOIR SITE TO DISH WIRELESS, LLC AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF OMWD**

Purpose

The purpose of this agenda item is to consider approval of a Landlord Consent and Release Agreement between Sprint PCS Assets, LLC (Sprint) and OMWD to assign the existing cellular communications lease and facilities at the Golem Reservoir site to Dish Wireless, LLC (Dish) and authorize the General Manager to sign on behalf of OMWD. OMWD General Counsel has reviewed the Landlord Consent and Release Agreement.

Recommendation

Staff recommends approval of the proposed Landlord Consent and Release Agreement.

Alternative

The Board could elect not to approve the proposed Landlord Consent and Release Agreement or recommend changes to the current version of the document. Also, the Board could decide not to allow the assignment of the current Sprint facilities to Dish.

Background

Sprint and OMWD entered into a lease agreement in 2014 for cellular communications facilities at the Golem Reservoir located in Director Division 4 (Bruce-Lane). After the merger of T-Mobile and Sprint in April 2020, the Department of Justice and the FCC required the entities to divest a portion of their existing portfolios to another cellular carrier. This ruling allowed Dish to enter the cellular communications market, and T-Mobile and Sprint have since been optioning several existing cell sites to Dish. Although T-Mobile and Sprint have merged, the equipment at Golem is currently still owned and operated by Sprint and the original agreement from 2014 remains with Sprint.

In July of this year, OMWD was approached by Sprint stating they had entered into an option agreement with Dish for assignment of Sprint's existing facilities at the Golem Reservoir site to Dish. Per Section 26 of the original lease agreement between Sprint and OMWD, Sprint is not permitted to assign the lease without OMWD approval. The section also states assignment cannot take place unless the assignee can meet the financial obligations of the lease and/or upon FCC approval of such a transfer.

OMWD and Sprint negotiated the attached Landlord Consent and Release Agreement, and OMWD requested that Dish provide financial details to demonstrate an ability to meet the financial obligations of the lease. OMWD legal counsel has reviewed the proposed Landlord Consent and Release Agreement, the Dish financial information, and the FCC approval of the assignment and found the information acceptable. Therefore, Sprint has met the obligation of the existing lease, and staff recommends approval of the proposed Landlord Consent and Release Agreement.

Fiscal Impact

There is no fiscal impact to OMWD by approving the Landlord Consent and Release Agreement. Upon execution of the document, Dish will become responsible for the current monthly rental payment of \$2,786.89 along with all other terms and conditions of the original lease agreement. The existing lease has an initial 10-year term ending 1/31/2024 and the option of one 5-year extension ending 1/31/2029. At the end of the

5-year extension in 2029, OMWD anticipates negotiating a new lease agreement directly with Dish.

Discussion

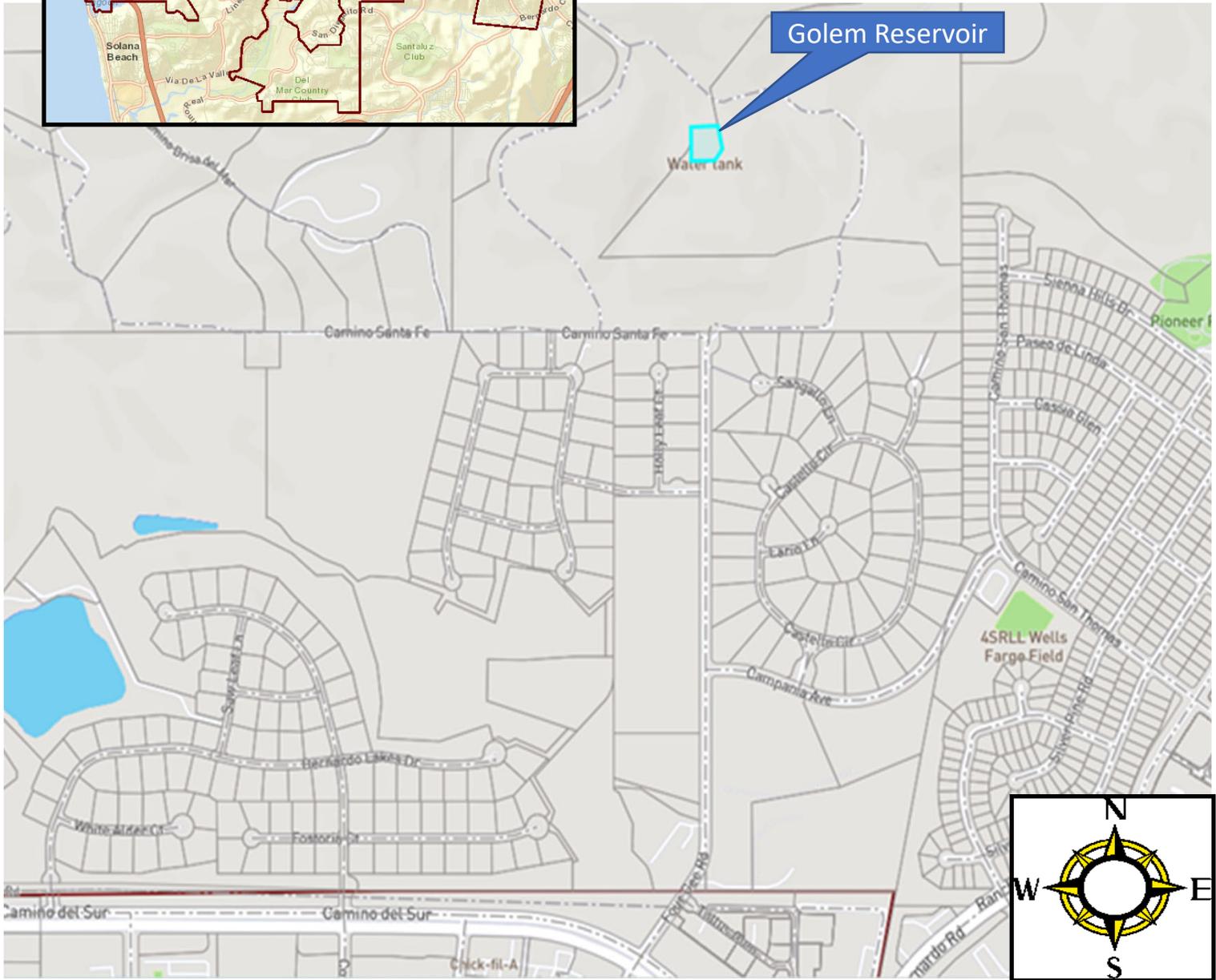
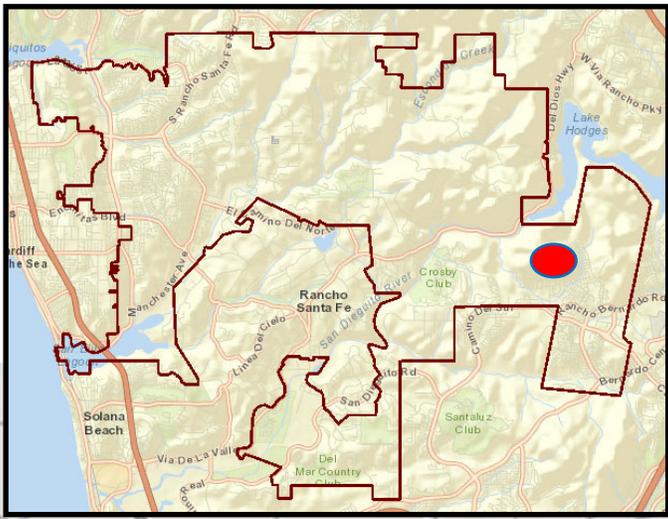
The terms of the proposed Landlord Consent and Release Agreement has been agreed to by Sprint and reviewed by OMWD legal counsel, and a copy is attached for review. Also included are a copy of the original lease and a site map. Staff is available to answer questions.

Attachments:

A. Location map

B. Landlord Consent and Release Agreement

C. Original Lease Agreement



ATTACHMENT A: LOCATION MAP FOR GOLEM RESERVOIR

LANDLORD CONSENT AND RELEASE AGREEMENT

This **LANDLORD CONSENT AND RELEASE AGREEMENT** (this "Agreement") is entered into as of _____, 20__, by and between Olivenhain Municipal Water District, a Municipal Water District organized and existing under the Municipal Water District Act of 1911, as amended, a public agency organized and operating pursuant to California Water Code Sections 7100 et seq. ("Landlord") and Sprint PCS Assets L.L.C., a Delaware Limited Liability Company ("Tenant").

RECITALS

- A. Landlord is the owner of certain real property located at 17299 Four Gee Road, San Diego, California, 92127, which is more particularly described in the Lease (as defined below).
- B. Tenant is the tenant under that Lease Between the Olivenhain Municipal Water District and Sprint-Nextel to Allow Communications Facilities at the Golem Reservoir Site dated February 6th, 2014 (the "**Lease Commencement Date**") by and between Sprint PCS Assets L.L.C., a Delaware Limited Liability Company, as tenant, and Landlord for the location defined as the "Site" in the Lease (the "**Site**").
- C. Tenant, per the terms of the Agreement, shall be entitled to assign the Lease upon written consent from Landlord after Assignee has demonstrated the ability, to the satisfaction of Landlord, to pay all amounts required by the Lease.
- D. Tenant, without Landlord consent, may assign Lease to the holder or transferee of the Federal Communications Commission ("FCC") license under which Tenant operates the site, upon FCC approval of such transfer. Assignment shall not be effective until Assignee signs and delivers to Landlord a document stating Assignee assumes responsibility for all Tenant's obligations under the Lease arising from and after the effective date of assignment.
- E. Tenant desires to assign the Lease to Dish Wireless L.L.C. ("**Dish**"), and Landlord desires to consent to such assignment upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. Landlord's Consent.** Tenant has requested that the Landlord consent to the assignment of all of Tenant's rights and obligations under the Lease to Dish, effective as of the effective date of that certain Assignment and Assumption Agreement between Tenant and Assignee (such date, the "**Assignment Date**"). Subject to the terms of this Agreement, Landlord does hereby consent to such assignment and assumption of the Lease to Dish as of the Assignment Date.
- 2. Notification of Effective Date.** Promptly following the Assignment Date, Assignee shall notify Landlord of the occurrence of the Assignment and deliver such document to Landlord stating Assignee assumes responsibility for all Tenant's obligations under the Lease Agreement.
- 3. Release.** Effective as of the Assignment Date, Landlord, for itself and its affiliates, successors and assigns, does hereby forever release and discharge Tenant and its affiliates, partners,

employees, agents, successors and assigns of any and all liabilities and obligations arising from or relating to the Lease from and after the Assignment Date.

4. Rental Payments. As of the Assignment Date of this Agreement, Assignee agrees to pay Landlord the current monthly rental amount of \$2,786.89 (“Two Thousand Seven Hundred Eighty-Six Dollars and Eighty-Nine Cents”). This monthly rent shall be increased by three (3) percent on each anniversary of the original Lease Commencement Date.

5. Modification. Except as specifically modified by this Agreement, the terms and conditions of the Lease shall maintain in full force and effect and nothing in this Agreement shall modify or alter the rights and obligations of the parties under the Lease.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

Olivenhain Municipal Water District,
a Municipal Water District organized an existing
under the Municipal Water District Act of 1911, as
amended, a public agency organized and operating
pursuant to California Water Code Sections 7100 *et*
seq.

By: _____
Name: _____
Title: _____

TENANT:

Sprint PCS Assets L.L.C.,
a Delaware Limited Liability Company

By: _____
Name: _____
Title: _____

ATTACHMENT C: ORIGINAL LEASE AGREEMENT

A LEASE BETWEEN
THE OLIVENHAIN MUNICIPAL WATER DISTRICT AND SPRINT-NEXTEL
TO ALLOW COMMUNICATIONS FACILITIES AT THE GOLEM RESERVOIR SITE

14AGR009

This lease is entered into by and between the Olivenhain Municipal Water District, a Municipal Water District organized and existing under the Municipal Water District Act of 1911, as amended ("District"), a public agency organized and operating pursuant to California Water Code Sections 71000 *et seq.* and SPRINT PCS ASSETS, LLC, a Delaware Limited Liability Company (hereinafter "SPRINT").

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

1. The District owns a parcel of land located at 17299 Four Gee Road, San Diego, CA 92127 in The County of San Diego. The parcel is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Site").
2. SPRINT has requested that District allow it to locate certain mobile/wireless communications facilities within the Site as shown on Exhibit "B", attached hereto and incorporated herein by reference (hereinafter "Leased Area").
3. The District has agreed to grant SPRINT permission to locate and operate the wireless transmission facilities at the Site in accordance with the terms of this lease. SPRINT shall be solely liable and responsible for securing all permits and approvals necessary to operate any communications facilities at the Site.

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

1. Permission to Install Transmitter/Receiver/Antenna. District hereby grants SPRINT permission to construct, operate and maintain at the Site, within the Leased Area, the mobile/wireless communications facilities shown on Exhibit "B", attached hereto and incorporated herein by reference, at a location(s) approved by District in its sole discretion (hereinafter collectively referred to as the "Communications Facilities").

2. Responsibility for Non-Interference. SPRINT understands that District may transmit and receive radio signals from the Site at 450 MHz, 900 MHz, 2.4 GHz, and 5.8 GHz for telemetry links to other locations within the District and a short wave repeater station at 47.90 and 48.38 MHz (“Signals”). In addition, the District leases space at the Site for other wireless carriers. It shall be the sole responsibility of SPRINT not to create any interference of any kind with District's Signals or the signals transmitted for the other leased spaces at the site at any time during this lease, and SPRINT shall immediately correct any interference that may result from the Communications Facilities at its sole cost and expense or immediately cease all operations of the Communications Facilities. Operations may not resume until District has approved all corrections determined necessary or appropriate by District in its sole discretion to avoid any interference with District transmissions. In the event SPRINT fails to immediately cease any interference with District's signals and fails to correct the interference within ten (10) consecutive days after written notice from District, District shall be entitled to unilaterally terminate this Lease by written notice to SPRINT in addition to all other remedies provided by this lease or California law.

So long as this lease has not been terminated due to default of SPRINT or the expiration of its term without extension by renewal as permitted under Section 9, District shall not allow any other use of the Site, other than the existing uses, which interferes with signal transmission or reception by SPRINT from the Site. District shall be entitled to lease other portions of the Site to other wireless businesses, whether or not such businesses compete with SPRINT, as long as such lessees do not interfere with the transmission and reception of wireless signals by SPRINT from the Site. District agrees to take prompt action to terminate interference with SPRINT's communication operations, to the extent such interference originates from any lessee of District. This shall not apply to transmissions by the District or from the existing repeater site(s) already leased. If District receives any request to locate any communications transmitting equipment on District's property from any third party (“Carrier”), District shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the communications operations of SPRINT's facility.

SPRINT shall comply with all the provisions set forth in the “Technical Requirements for Third Party Collocation” attached to this lease as Exhibit “C” in designing, locating and operating its transmitting equipment and in reconfiguring or changing the frequency or operation of such equipment.

3. Permits and Approvals. SPRINT shall be solely liable and responsible for securing all permits, approvals and consents necessary to design, construct, operate, maintain, repair, and replace the Communications Facilities at its sole cost and expense. District shall have no obligation to secure any permits, approvals, or consents necessary to design, construct, operate, repair, or replace the Communications Facilities. District agrees, at no expense to District, to cooperate with SPRINT, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for SPRINT’s intended use of the Premises.

4. Fees and Costs. SPRINT shall be solely responsible for all fees, costs, and expenses, of whatever type or nature associated with the planning, design, construction, operation, maintenance, repair, or replacement of the Communications Facilities at the Site including all costs by District staff, Board of Directors, engineers, or attorneys expended in development of this agreement. Such costs are reimbursable to the District within thirty (30) days of presentation of an invoice to SPRINT. Reimbursable costs shall not be considered part of the rent payment or Signing Bonus referred to in Paragraph 10 of this agreement.

5. Improvement; Access.

- (a) SPRINT shall have the right (but not the obligation) at any time following the full execution of this lease and prior to the Commencement Date to enter Site for the purpose of making inspections and engineering surveys and other tests to determine the suitability of the Leased Area for SPRINT’s Communications Facilities and to prepare for the construction of SPRINT’s Communications Facilities. Such access shall be coordinated

with the District to ensure that SPRINT's activities do not impact other ongoing District projects.

- (b) Prior to commencing construction of SPRINT's Facilities, SPRINT shall obtain District's approval of SPRINT's conceptual work plans ("Plans"), which approval shall not be unreasonably withheld. Such Plans shall include color visual simulations. District shall give such approval or provide SPRINT with its requests for changes within thirty (30) working days of District's receipt of SPRINT's Plans. Notwithstanding the foregoing, District shall have no obligation to approve any improvements that District determines, in its sole reasonable discretion, will interfere with the use, operation, maintenance or repair of the Site by District. Upon District's written approval of the Plans, and receipt of all required permits, SPRINT shall be entitled to commence and complete construction of SPRINT's Facilities on the Premises, as contemplated by SPRINT, in accordance with the approved Plans. Minor improvements (those inside the leased area) may be installed, removed, modified and maintained at SPRINT's discretion without District's approval so long as they do not impact any District facilities, any District transmissions, or any transmissions from the existing repeater site(s) already leased. SPRINT shall notify the District in writing when such minor improvements are scheduled to be made. District shall have no obligation to approve any improvements that District determines in its sole discretion, are not minor and/or will interfere with use, operation, maintenance or repair of the Site by District.
- (c) Once the Plans are approved subject to Paragraph 5(b) above, SPRINT has the right to do all work necessary to prepare, add, maintain and alter the Site for SPRINT's Communications Facilities and to install utility lines and transmission lines connecting antennas, transmitters, receivers and other equipment, provided SPRINT's work does not impede or interfere

with any District use, operation, maintenance or repair of the Site. All of SPRINT's construction and installation work shall be performed at SPRINT's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.

- (d) District shall provide access to SPRINT, SPRINT's employees, agents, contractors and subcontractors to the Leased Area 24 hours a day, seven days a week, at no charge to SPRINT. District hereby grants to SPRINT such rights of ingress and egress over the District Site as may be necessary and consistent with the authorized use of the Premises. As a material term of this lease, SPRINT agrees not to use the access rights at anytime in a manner, which impedes or interferes with any District use, operation, maintenance or repair of the Site. Upon mutual execution of this lease, District shall deliver to SPRINT at no charge two (2) sets of any access keys or cards necessary for access to the Leased Area. SPRINT shall have the right to install on the outside of the fencing on the Site, at a location District approves, a lock box to store the keys or access cards. SPRINT shall pay for the cost of lock boxes and of all additional keys and cards, and shall return all keys and cards to District and remove all lock boxes upon expiration or earlier termination of this lease.

- (e) Subject to District's reasonable rules, District shall permit SPRINT's employees, agents, contractors, subcontractors and invitees to park vehicles on the Site as necessary and consistent with the authorized use of the Leased Area. District shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Leased Area in a manner sufficient to provide access to SPRINT. Nothing contained in this lease shall obligate District to repair or improve access to the Site beyond its present condition.

- (f) SPRINT shall have the right to install utilities, at SPRINT's expense, and to improve the present utilities on or near the Leased Area. Subject to District's approval of the location, which shall not be unreasonably withheld or delayed, SPRINT shall have the right to place utilities on (or to bring utilities across) the Site in order to service SPRINT's Communications Facilities.
- (g) SPRINT's rights of access and to install utilities under this Section 5 include, but are not limited to, the right to install, maintain and service telephone lines connecting the base station of SPRINT's Communications Facilities and the minimum point of entry (MPOE) or other point of presence of the telephone service provider at District's Site.

SPRINT shall not install any utilities or any other major improvements without first submitting plans of improvements to District for review and approval. Minor improvements (those inside the enclosed equipment shelter building) may be installed, removed, modified and maintained at SPRINT's discretion without District's approval; however, SPRINT shall notify the District in writing when such minor improvements are scheduled to be made. District shall have no obligation to approve any improvements that District determines, in its sole discretion, are not minor and/or will interfere with use, operation, maintenance or repair of the Site by District.

6. Lease Rights. District hereby Leases to SPRINT approximately 270 square feet of Tax Assessor's Parcel No. 678-060-03-00 as shown on Exhibit "B", attached hereto and incorporated herein by reference (the "Leased Area"), together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, as more particularly described in Section 5 above. District hereby grants to SPRINT the right to obtain a survey of the Leased Area, and this survey shall then become Exhibit "B" which upon review and approval of District shall be attached hereto and made a part

hereof. District shall have no obligation to approve any survey not acceptable to District, in its sole reasonable discretion. All fees and costs of such survey work and review shall be paid for solely by SPRINT.

7. Compliance with Applicable Laws. SPRINT shall ensure that all work performed on the Site is performed in a manner which complies with all applicable federal, state, county, and local governmental rules and regulations, including all environmental laws of the State of California and the federal government. SPRINT shall be solely responsible for obtaining and paying for all permits, licenses, and approvals necessary to construct the Communications Facilities and SPRINT shall provide verification that permits, licenses, and approvals have been obtained promptly upon demand from District. This section shall include all land use permits or approvals necessary to construct and/or operate the Communications Facilities and any utilities or other improvements requested by SPRINT.

8. Termination by SPRINT. SPRINT's ability to use the Leased Area is contingent upon its obtaining, after the execution date of this Agreement, all certificates, permits, approvals, and easements necessary to construct and operate the Communications Facilities. In the event any of these permits or approvals should be finally rejected or any certificate, permit, license, or approval issued to SPRINT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental action, or in the event SPRINT determines that the site is no longer appropriate or suitable for its use or operations for economic, environmental or technological reasons, SPRINT shall have the right to terminate this Agreement by giving District one hundred eighty (180) days advance written notice. This lease shall remain valid and effective for the 180 day period and SPRINT shall be obligated to pay District rent due during the one hundred eighty (180) day period. The termination notice shall not be effective if SPRINT is in default of any provision of this lease during the 180-day period. All amounts paid by SPRINT to the termination date shall be retained by District in full without proration or offsets of any kind.

Notwithstanding the foregoing, if, prior to the construction of SPRINT's intended improvements, any permit or approval required by any governmental or quasi-governmental agency is denied, rejected or otherwise withdrawn, or if SPRINT fails to obtain, through assignment, legal

proceeding or separate negotiation, an easement providing SPRINT with access to the Site, SPRINT shall have the right to terminate this lease without any obligation to pay additional consideration to District, which termination shall be effective upon delivery of written notice by SPRINT to District. However, all amounts previously paid by SPRINT to District shall be retained by the District as rent without proration or offset of any kind. All fees, costs, and other charges required by Paragraph 4 of this agreement shall still be due and payable.

SPRINT and District shall each have the right to unilaterally terminate this lease at any time during the lease term or any extension without cause by giving one (1) year advanced written notice. This Lease shall remain valid and effective for the one year period and SPRINT shall be obligated to pay District rent due during the one year period, regardless of the initiator of the termination. All amounts paid by SPRINT to the termination date shall be retained by District in full without pro-rations or offsets of any kind.

9. Term. This lease shall commence the earlier of: the first day of the month in which Lessee starts construction or ~~September 1, 2013~~ ^{February 1, 2014} ("Commencement Date") and shall continue for ten (10) years thereafter. This lease shall automatically terminate without further action of any party on the 10th anniversary of the Commencement Date unless District agrees to extend the term, as it may determine in its sole discretion. In the event that SPRINT desires to extend the term of this Agreement, SPRINT shall give District written notice of its desire to extend the lease term not later than one (1) year prior to the termination date. Upon receipt, District may unilaterally determine whether or not the Lease Agreement should be extended for a further term of five (5) years. Any extension of this Agreement granted by District, in its sole discretion, may be unilaterally terminated by either party on twelve (12) months written notice to the other party. District shall be entitled to retain all lease payments made prior to the date of termination without proration or offset of any kind.

Initial
DA
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10. Rental Payments and Signing Bonus. SPRINT agrees to pay District rent of \$2,200 per month commencing on the Commencement Date and continuing on the first day of each month thereafter. The monthly rent shall be increased three (3) percent on each anniversary of the Commencement Date. The monthly rent shall be increased by 10% for each month's

payment not received by the 15th day of any month. The parties acknowledge and agree that this additional sum shall be treated as rent and not as a penalty or liquidated damages in any subsequent proceeding between the parties. The failure of SPRINT to deliver any rental payment to District within fifteen (15) business days after written notice of the amount due shall be deemed a material breach of this Agreement, entitling District to unilaterally terminate this Agreement and to order SPRINT to remove the Communications Facilities and restore the Site to its former condition in addition to other remedies afforded District by applicable law and this lease.

SPRINT agrees to pay District a nonrefundable signing bonus payable within 30 days of execution hereof by District in the amount of \$10,000. The failure of SPRINT to do so shall constitute a material breach of this lease.

11. Utilities and Taxes. SPRINT shall be solely responsible for furnishing all utilities necessary for use and operation of the Leased Area and shall contract for all utilities in its own name. The failure of SPRINT to pay all electric service bills within fifteen (15) business days following receipt shall constitute a material breach of this lease.

SPRINT has been advised and understands that the Leased Area may be subject to a possessory interest tax. SPRINT shall be solely responsible for the payment of all taxes, assessments, and fees associated with SPRINT's use of the Leased Area and any buildings, structures, improvements, or facilities installed or used by SPRINT on the Site. As a material term of this lease, SPRINT agrees not to allow any taxes, assessments, or fees associated with SPRINT's use to become a lien or judgment against the Site or any other property of District.

12. Tenant Improvements. All improvements other than minor modifications within the enclosed equipment shelter building desired by SPRINT shall be submitted with detailed plans to District for District's review and written consent prior to the commencement of any work. District's written consent will not be unreasonably withheld. However, District shall have no obligation to consent to any improvements which District finds will damage or interfere with any present or future District facilities or uses at the Site. All construction work shall be performed

solely by contractors licensed in the State of California. SPRINT shall be solely liable and responsible for securing and complying with all permits, approvals, laws, regulations and ordinances, which apply to the tenant improvements at its sole cost and expense. Prior to commencing any work, SPRINT shall provide District with written verification that the plans and specifications for the improvements have been approved by all applicable regulatory agencies and with a copy of the approved plans. SPRINT shall also provide District with verification that SPRINT has posted all bonds as required by the applicable regulatory agencies to complete the work and has met all other terms and conditions imposed by applicable regulatory agencies for the improvements desired by SPRINT at its sole cost and expense.

SPRINT hereby indemnifies and holds harmless District and its directors, officers, agents, employees, successors, and assigns from and against any and all claims, causes of action, damages, losses, costs, fees, expenses, fines and penalties of whatever type or nature, including all reasonable attorney's fees and court costs, and all expert fees or costs, incurred by District, arising from or related to any improvements or design or construction of the tenant improvements unless caused by the exclusive gross negligence or intentional misconduct of District or its directors, officers, agents, employees, successors, or assigns except to the extent covered by the indemnity of SPRINT by District.

District agrees to hold harmless and indemnify SPRINT and its officers, employees, and agents from any and all claims or liability for loss of personal injury and/or property damage, including all reasonable attorney's fees, court costs and all expert fees or costs incurred by SPRINT to the extent such claims result solely from or arise solely out of the use of occupancy of the Site by District. Notwithstanding the preceding, District shall not indemnify SPRINT against any claim to the extent that it arises in whole or in part from, or in connection with, any negligent or intentional conduct of SPRINT or any officer, agent, servant, employee, or contractor of SPRINT.

In the event any of the indemnified parties are named as a party in any arbitration or litigation covered by this indemnity, they shall be entitled to appoint their own attorneys and the indemnifying party agrees to pay all reasonable attorney's fees, costs, expert fees and costs, and all other fees and costs incurred by the indemnified parties in the proceeding within thirty (30) days of

receipt of the bill. The failure of the indemnifying party to pay any of these fees or costs within thirty (30) days of receipt of the bill shall constitute a material breach of this lease.

13. No Lien Claims or Judgment. It is understood by the parties that District shall have no responsibility whatsoever for the payment of any materials, labor, or work performed on the Leased Area by SPRINT or at its request. SPRINT shall promptly pay all amounts necessary to remove any mechanic's lien claim, lis pendens, judgment, or any other debt or obligation which becomes a lien against the Leased Area as a result of any work, labor, or materials furnished to the Leased Area by or at the request of SPRINT.

SPRINT hereby agrees to indemnify and hold District and its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, causes of action, losses, costs, fees, expenses, damages, fines and penalties, of whatever type or nature, including all reasonable attorney's fees, expert fees, and court costs, arising from or related to labor, materials, or supplies requested or ordered by SPRINT except those caused by the exclusive gross negligence or intentional misconduct of District or its directors, officers, agents, employees, successors, or assigns. SPRINT's duty to indemnify the District shall include the District's attorneys' fees, expert fees and costs, claim costs, and staff time involved in responding to claims, and any subsequent action on claims, filed pursuant to the California Tort Claims Act, California Government Code sections 900 *et seq.*

In the event any of the indemnified parties are named as a party in any arbitration or litigation covered by this indemnity, they shall be entitled to appoint their own attorneys and SPRINT agrees to pay all reasonable attorney's fees, costs, expert fees and costs, and all other fees and costs incurred by the indemnified parties in the proceeding within thirty (30) days of receipt of the bill. The failure of SPRINT to pay any of these fees or costs within thirty (30) days of receipt of the bill shall constitute a material breach of this lease.

14. Use. SPRINT shall have the right to use the "Leased Area" solely for mobile and wireless communications and for no other purposes without the prior written consent of District. District shall have no obligation to give its consent to any other uses.

SPRINT hereby agrees to indemnify and hold harmless District and its directors, officers, agents, employees, successors, and assigns from and against any and all claims, actions, causes of action, losses, costs, fees, expenses, damages, fines and penalties, of whatever type or nature, including all reasonable attorney's fees, expert fees and costs, and court costs arising from use of the Leased Area, from the business of SPRINT, or from any sublease use of the Leased Area except those caused by the exclusive gross negligence or intentional misconduct of District or its directors, officers, agents, employees or assigns. SPRINT's duty to indemnify the District shall include the District's attorneys' fees, expert fees and costs, claim costs, and staff time involved in responding to claims, and any subsequent action on claims, filed pursuant to the California Tort Claims Act, California Government Code sections 900 *et seq.*

In the event any of the indemnified parties are named as a party in any arbitration or litigation covered by this indemnity, they shall be entitled to appoint their own attorneys and SPRINT agrees to pay all reasonable attorney's fees, costs, expert fees and costs, and all other fees and costs incurred by the indemnified parties in the proceeding within thirty (30) days of receipt of the bill. The failure of SPRINT to pay any of these fees or costs within thirty (30) days of receipt of the bill shall constitute a material breach of this lease.

SPRINT shall be solely responsible for ensuring that all uses comply with all land use laws pertaining to the Leased Area. SPRINT agrees not to use the Leased Area for any immoral or unlawful purpose. SPRINT shall not commit any acts on the Leased Area in violation of any federal, state, or local law, rule, regulation, permit, approval, or consent, nor use the Leased Area in any manner which will cause the non-renewal or cancellation of any fire, liability, or other insurance policy insuring the Leased Area or any improvements on the Leased Area. SPRINT shall, at its sole cost and expense, comply with all requirements of District's insurance carriers that are necessary to continue extended property damage and liability insurance policies at reasonable rates. SPRINT shall not commit any waste or any public or private nuisance on all or any part of the Site. SPRINT shall not take any steps or actions which cause damage or injury to any person or damage or injury to any real or personal property owned by District or any other person or entity.

SPRINT shall comply with all permits, approvals, laws, rules, and orders of all federal, state, and local governments and agencies that may be applicable to the use of the Site and/or the Leased Area, at SPRINT's sole cost and expense.

SPRINT shall not use any hazardous or toxic waste on any part of the Site and shall be solely liable and responsible for the clean-up of all hazardous or toxic waste brought, used, or stored on any portion of the Site by SPRINT or any employee, agent, independent contractor, or representative of SPRINT at its sole cost and expense. For purposes of this section, the term "hazardous or toxic waste" means any solid, liquid, or gaseous product, classified as a toxic or hazardous waste under federal, state, or local laws, rules, or regulations and all gas and oil products and by-products. The breach of any provision of this paragraph by SPRINT shall constitute a material breach of this lease. Notwithstanding the foregoing, SPRINT may bring onto the Site the lead acid batteries that it uses for backup power, fuel that may be used in temporary backup generators and property stored reasonable quantities of common materials used in telecommunications operations, such as cleaning solvents provided that all such hazardous materials shall be handled, stored and disposed of in accordance with all federal, state and local laws and regulations applicable thereto.

15. As Is Lease. SPRINT has been advised and understands, except as provided in Section 31 and 32, that District has not made any warranties, representations, or promises of any kind or character concerning the quality or condition of the Leased Area, the easement, the quality or condition of any improvements, equipment, furniture, or fixtures on the Leased Area, or the quality or condition of the real property itself or any surface or subsurface conditions on the Leased Area. Prior to entering into this lease, SPRINT has made its own independent investigation of the condition, quality, and character of the Leased Area, the easement, all improvements on the Leased Area, all equipment, furniture, and fixtures, and the condition of the real property itself, and has utilized such experts as have been desired by SPRINT in evaluating the quality and condition of the real property, and all improvements, equipment, furniture, and fixtures on the Leased Area. As a material part of this lease, the parties expressly agrees that SPRINT is acquiring the property "as is" without any warranties, representations, or promises by District or any of its directors, officers, agents, or employees concerning the quality, condition, or character of the Leased Area, the

easement, any improvements on the Leased Area, any equipment, furniture, or fixtures included as part of the Leased Area, or any surface or subsurface conditions.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THERE HAVE BEEN NO WARRANTIES, REPRESENTATIONS OR PROMISES MADE BY DISTRICT, OR ITS DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES CONCERNING THE QUALITY, CONDITION, OR CHARACTER OF THE LEASED AREA, THE EASEMENT, ANY IMPROVEMENTS ON THE LEASED AREA, ANY EQUIPMENT, FURNITURE, OR FIXTURES INCLUDED AS PART OF THE LEASED AREA, OR ANY SURFACE OR SUBSURFACE CONDITIONS AND THAT SPRINT IS ACQUIRING THE PROPERTY "AS IS"

BASED UPON ITS OWN INVESTIGATION AND INSPECTION AND WITH THE ASSISTANCE OF SUCH EXPERTS AS HAVE BEEN DESIRED BY SPRINT.

District: 

SPRINT: 

16. Repair and Maintenance. SPRINT agrees that all improvements, equipment, furniture, fixtures, real and personal property included as part of the Leased Area is in working order and in good condition upon commencement of this lease. SPRINT shall be solely liable and responsible for maintenance, repair, and replacement of all portions of the Leased Area during the term of this lease.

At all times during this lease, and any extensions under this lease, SPRINT agrees, at its sole cost and expense, to keep the Leased Area and all improvements, equipment, fixtures, real and personal property, included as part of the Leased Area in good condition and repair, reasonable wear and tear excepted. District shall have no obligation whatsoever to maintain or repair any equipment, furniture, fixtures, improvements, personal property, or real property included as part of the Leased Area at any time during the term of the lease. The proper repair and maintenance of all personal and real property included as part of the Leased Area shall be the sole liability and obligation of SPRINT during the entire lease term and any extension. The

failure of SPRINT at any time to properly maintain and repair any personal or real property included as part of the Leased Area at any time during this lease or any extension shall constitute a material breach of this lease.

SPRINT further agrees to deliver physical possession to District within thirty (30) days after the end of this lease term in good condition and repair, reasonable wear and tear excepted. The failure of SPRINT to deliver physical possession of the Leased Area within thirty days after the end of the lease term in good condition and repair, reasonable wear and tear excepted, shall constitute a breach of this lease. All improvements of any kind or nature installed on the Leased Area by SPRINT during the lease term shall belong solely to SPRINT at the end of the lease term and shall be removed by SPRINT at its sole cost and expense without damage to any real or personal property owned by District or any other person or entity.

17. District's Right to Make Repairs. If at any time during the term of this lease, or any extension, SPRINT fails to maintain any of the Leased Area or any improvements on the Leased Area in a good condition, District shall give written notice of these defects to SPRINT at the address shown in Paragraph 34 herein. SPRINT shall have fourteen (14) consecutive days from the receipt of such notice to commence repairs and shall diligently prosecute the work to completion. In the event SPRINT fails to commence the repairs within this fourteen (14) day period, or fails to diligently complete the repair work, District shall have the express right, but not the obligation, to enter the Leased Area and to make the repairs for the account of SPRINT. Any sums expended by District in so doing, together with interest at the rate of one and one-half percent (1½%) per month, shall be deemed additional rent and shall be immediately due from SPRINT upon demand from District.

18. Waiver of Civil Code Sections 1941 and 1942. As a material part of this lease, SPRINT hereby expressly waives the provisions of Civil Code Sections 1941 and 1942 and any other law that would require District to maintain the Leased Area in a tenantable condition or which would provide SPRINT with the right to make repairs and deduct the cost of those repairs from the rent. SPRINT acknowledges that Civil Code Section 1941 obligates District to make a dwelling house fit for its purpose and that Civil Code Section 1942 allows SPRINT, under certain

circumstances, to repair premises that have been rendered un-tenantable and to deduct the expense of the repair from the rent due. SPRINT acknowledges that SPRINT fully understands these rights and expressly waives them with full knowledge of the consequences of this waiver.

19. Entry by District. SPRINT shall permit District and its agents, representatives, or employees to enter the Leased Area at all reasonable times and upon twenty four (24) hours advance written notice to inspect the Leased Area and all improvements, equipment, fixtures, personal or real property included as part of the Leased Area to determine whether SPRINT has complied with the terms of this lease and to do other lawful acts that may be necessary to protect District's interest in the Leased Area or to perform maintenance or repair of the Site, as determined by District in its sole discretion. In the event of an emergency, as determined by the District in its sole discretion, the District and its agents, representatives, or employees shall have the rights to access the Site to perform maintenance or repair in the Leased Area, without prior notification to SPRINT. SPRINT will be notified of emergency entry by the District to the leased area within 24 hours of initial entry.

20. Surrender of Premises and Holding Over. Within thirty (30) days after the termination of this lease for any reason, SPRINT shall promptly surrender and deliver the Leased Area and all equipment, furniture, fixtures, grounds, improvements, and all personal and real property owned by District and included as part of the Leased Area, to District in a good and working condition, reasonable wear and tear excepted. SPRINT shall promptly repair any damage to the Leased Area, or any improvements, real or personal property owned by District, caused by removal of any SPRINT improvements at the sole cost and expense of SPRINT. At the end of the thirty day removal period, or any extension, if SPRINT holds over for any reason it is agreed that in the absence of a written agreement to the contrary, the tenancy shall be from month-to-month only and not a renewal of this lease nor a further extension of the term. During the hold over period, SPRINT shall pay monthly rent at the amount in effect at the end of the lease term or any extension and the month-to-month tenancy shall be subject to all other terms, covenants, and conditions of this lease.

21. Indemnity. SPRINT agrees to hold harmless, indemnify, and defend District and its directors, officers, agents, employees, successors, and assigns from any and all claims, demands, causes of action, damages, losses, fees, costs, expenses, fines and penalties of whatever type or nature, including all reasonable attorney's fees and court costs, arising out of or connected with SPRINT 's use or occupation of the Leased Area, arising from any improvements installed by or at the request of SPRINT or arising from SPRINT's business except those caused by the sole and exclusive gross negligence or willful misconduct of District or its directors, officers, agents, employees, successors, or assigns except to the extent covered by the indemnity of SPRINT by District. SPRINT's duty to indemnify the District shall include District's attorneys' fees, expert fees and costs, claim costs, and staff time involved in responding to claims, and any subsequent action on claims, filed pursuant to the California Tort Claims Act, California Government Code sections 900 *et seq.*

District agrees to hold harmless and indemnify SPRINT and its officers, employees, and agents from any and all claims or liability for loss of personal injury and/or property damage to the extent such claims result solely from or arise solely out of the use of occupancy of the Property by District. Notwithstanding the preceding, District shall not indemnify SPRINT against any claim to the extent that it arises in whole or in part from, or in connection with, any negligent or intentional conduct of SPRINT or any officer, agent, servant, employee, or contractor of SPRINT.

In the event any of the indemnified parties are named as a party in any arbitration or litigation covered by this indemnity, they shall be entitled to appoint their own attorneys and the indemnifying party agrees to pay all reasonable attorney's fees, costs, expert fees and costs, and all other fees and costs incurred by the indemnified parties in the proceeding within thirty (30) days of receipt of the bill. The failure of the indemnifying party to pay any of these fees or costs within thirty (30) days of receipt of the bill shall constitute a material breach of this lease.

22. Liability Insurance. At all times during this lease, SPRINT agrees to procure and maintain liability insurance – general and auto, including products and completed operations insurance, from an insurance company authorized to do business in the State of California. The insurance company shall have an A.M. Best Financial Strength rating of at least "A minus," an

A.M. Best Financial Size rating of not less than "VI", and have a combined single limit of not less than \$5,000,000 per occurrence naming the District's Engineer/Architect, the District's representatives, consultants, and each of the District's directors, officers, agents, and employees as additional insured. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. The failure of SPRINT to maintain this liability insurance in full force and effect during the entire term of this lease, and any extension, shall constitute a material breach of this lease.

23. Workers' Compensation Insurance. At all times during this lease, SPRINT shall maintain workers' compensation insurance coverage at least equal to the statutory limits required by California law for all workers employed by SPRINT or in any business conducted by SPRINT on the Leased Area. The failure of SPRINT to keep this workers' compensation insurance in full force and effect during the entire term of this lease shall constitute a material breach of this lease.

24. Insurance Policy Provisions. A certificate of insurance for all insurance required by this lease shall be provided to District within ten (10) business days of the effective date of this lease and shall be maintained in full force and effect during the entire lease term and any extensions. The policy of insurance shall be primary and non-contributory with any policies carried by District and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of District that might otherwise result in forfeiture of insurance. Each insurance policy shall provide for a thirty (30) day notice of cancellation, except ten (10) days for non-payment of premium shall be given to all named insureds. Any insurance coverage required under this Section may be carried by SPRINT under a blanket policy insuring other locations of SPRINT's business. SPRINT agrees that upon the failure to insure as provided in this lease, or to pay the premiums for the insurance, District may contract for the insurance and pay the premiums, and all sums expended by District for the insurance shall be considered additional rent under this lease and shall be immediately repayable by SPRINT, but only for the period of non-compliance.

25. Condemnation. If at any time during the term of this lease, or any extension, all of the Leased Area is taken in any eminent domain proceeding, the lease shall terminate as of 12:01 a.m. of the date actual physical possession of the Leased Area is taken. If during the term of this

lease or any extension, only a part of the Leased Area is taken as a result of an eminent domain action all terms of this lease shall remain in full force and effect unless the partial taking has resulted in a material impairment of the business of SPRINT. For these purposes, the term "material impairment" means the partial taking will prevent SPRINT from using the Leased Area for the transmission of mobile and wireless communications. If a partial taking occurs which causes a material impairment of the business of SPRINT, SPRINT shall have the right to terminate this lease by giving ten (10) days written notice to District and the rent shall be paid to the time when SPRINT actually surrenders possession of the Leased Area as used prior to the taking. If the whole or any part of the Leased Area is taken pursuant to any eminent domain proceeding, District shall be entitled to all amounts paid or payable as part of any condemnation settlement or award except that portion expressly allocable to unsalvageable trade fixtures of SPRINT.

26. Assignment and Subletting. SPRINT shall not be entitled to assign or transfer all or any part of the Leased Area without District's prior written consent, which consent shall not be unreasonably withheld. However, District shall have no obligation to consent to any assignment or transfer unless the assignee or transferee has demonstrated the ability to pay all amounts required by this lease to the reasonable satisfaction of District. Prior to consenting to any transfer or assignment, SPRINT shall provide District with financial information demonstrating the assets and liabilities and income and expenses of the assignee or transferee for the prior two years for District's review and approval. Notwithstanding the transfer or assignment, SPRINT shall remain liable to District for all remaining rent due under this lease and for full compliance with all other terms of this lease after the transfer or assignment and District shall be entitled to enforce the lease against SPRINT, the transferee, or both.

Notwithstanding the foregoing, without obtaining District's prior approval, SPRINT in its sole discretion may from time to time do any of the following:

(a) grant to any person or entity a security interest in some or all of SPRINT's Communications Facilities and/or other property of SPRINT used or to be used in connection with the Site;

(b) assign or pledge SPRINT's interest in the lease and Leased Area to any person or entity to finance SPRINT's equipment or operate SPRINT's business;

and:

(c) assign the lease or sublet the Leased Area; (i) to any entity which has, directly or indirectly, a 30% or greater interest in SPRINT (a "Parent") or in which SPRINT or a Parent has a 30% or greater interest (an "Affiliate"); (ii) to any entity with which SPRINT and/or any Affiliate may merge or consolidate; (iii) to a buyer of substantially all of the outstanding ownership units or assets of SPRINT or any Affiliate; or (iv) to the holder or transferee of the Federal Communications Commission ("FCC") license under which SPRINT's Communications Facilities are operated, upon FCC approval of any such transfer. Any such assignment shall not be effective until the assignee signs and delivers to District a document acceptable to District in its reasonable discretion in which the assignee assumes responsibility for all of SPRINT's obligations under the lease arising from and after the effective date of assignment.

No assignment or subletting by SPRINT under subparagraphs (a) – (c) shall relieve SPRINT of all obligations under this lease and District shall be entitled to enforce this lease against SPRINT, the transferee or both in District's sole discretion.

27. Default. Any of the following events or occurrences shall constitute a material breach of this lease by SPRINT and shall constitute an event of default:

(a) The failure of SPRINT to pay any amount due under this lease in full within fifteen (15) business days following written notice from District;

(b) The failure of SPRINT to perform any other term, covenant, or condition of this lease on the date it is due;

(c) The failure of SPRINT to maintain any insurance required by this lease;

(d) The failure of SPRINT to pay any increased real or personal property taxes due on its use of the Leased Area;

- (e) The failure of SPRINT to maintain or repair the Leased Area as required by paragraph 16 of this lease;
- (f) The failure of SPRINT to pay for any utility services when due;
- (g) The failure of SPRINT to remove any lien, judgment, or debt filed against the Leased Area or any District property which was created, or caused by, SPRINT;
- (h) The failure of SPRINT to comply with paragraph 12 governing SPRINT improvements;
- (i) The violation by SPRINT of any of the provisions in paragraph 14 governing uses;
- (j) The violation by SPRINT of any federal, state, or local laws, regulations, or ordinances or any permits, consents, or approvals granted for the Communications Facilities;
- (k) The failure of SPRINT to indemnify District as required by this lease;
- (l) The assignment or subletting of this lease by SPRINT in violation of paragraph 26;
- (m) Any of the following: (1) a general assignment by SPRINT for the benefit of its creditors; (2) any voluntary filing, petition, or application by SPRINT under any law or 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 Area by SPRINT without District's prior written consent; or (4) the dispossession of SPRINT from the Leased Area (other than by District) by process of law or otherwise;
- (n) The appointment of a trustee or receiver to take possession of all or substantially all of assets of SPRINT; or the attachment, execution or other judicial seizure of all or substantially all of assets of SPRINT located at the Leased Area or of the interest in the lease of SPRINT, unless the appointment or attachment, execution or seizure is discharged within thirty (30) days; or the involuntary filing of any bankruptcy action against SPRINT;

(o) Abandonment of the Leased Area by SPRINT at any time during the lease term or any extension thereof;

(p) The holding over by SPRINT without the prior consent of District.

28. Remedies. In the event that SPRINT is in default of any provision in Section 27 of this lease, and fails to cure such default (i) within fifteen (15) business days following written notice from District in the event that the default consists of failure to pay an amount due under this lease, or (ii) within thirty (30) business days following written notice from District in the event of any other default, provided that SPRINT shall have such additional reasonable time as is necessary to cure the default if the default is not reasonably susceptible of cure within thirty (30) days, as long as SPRINT commences the cure within the 30 day period and diligently prosecutes such cure to completion thereafter without limiting District in the exercise of any right or remedy which District may have by reason of such default or breach. The District shall have the right to pursue each of the following remedies:

(a) Terminate the right of SPRINT to possession of the Leased Area, in which case the lease shall terminate and SPRINT shall immediately surrender possession of the Leased Area to District. Thereafter, District shall be entitled to recover from SPRINT the following damages:

(1) The worth at the time of award of the unpaid rent which has been earned at the time of termination;

(2) 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 that SPRINT proves could have been reasonably avoided;

(3) 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 the award exceeds the amount of such rental loss that SPRINT proves could be reasonably avoided; and

(4) All fees and costs incurred by District to get the Leased Area ready for re-renting, all fees and costs to restore any damage done to the Leased Area by SPRINT. All

commissions paid or payable to any broker or sales person to re-rent the Leased Area and all fees and costs paid by District to improve the Leased Area to secure any new tenant.

(5) Any other amount necessary to compensate District for all the detriment proximately caused by the failure of SPRINT to perform its obligations under the lease or which, in the ordinary course of things, would be likely to result therefrom.

The worth at the time of award of the amounts referred to in subsections 28 (a)(1) and 28 (a)(2) shall be computed by allowing interest at the rate of 1½% per month. The worth at the time of award of the amount referred to in subsection 28 (a)(3) 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

(b) Maintain the right of SPRINT to possession, in which case the lease shall continue in effect whether or not SPRINT shall have abandoned the Leased Area. In such event, District shall be entitled to enforce all of District's rights and remedies under this lease, including the right to recover the rent as it becomes due; or

(c) Pursue any other remedy now or hereafter available to District under the laws of the State of California or pursuant to this lease.

29. Termination. In addition to the remedies provided in paragraph 28 of this lease, District shall be entitled to unilaterally terminate this Lease as provided in paragraphs 2, 9 and 10 of this lease.

30. Interest on All Amounts Due. Rent and any other amounts due under this lease shall earn interest from the date due until paid in full at the rate of 1½% per month, with exception of the grace period of fifteen (15) days.

31. No Representations. Except as provided in this Section 31, and except for the warranty that District has no actual knowledge of hazardous waste as set forth in paragraph 32, SPRINT warrants and represents that no representations or promises have been made by anyone connected with District concerning the condition or quality of the Leased Area or the ability of

SPRINT to use any part of the Leased Area or the easement for its intended purpose or any other purpose.

SPRINT agrees that it has entered into this Agreement based solely upon its own independent investigation of the Leased Area and the easement and all conditions, improvements, restrictions and limitations which exist on or under the Leased Area and on the Site and not as a result of any oral representations or promises by anyone connected with District. SPRINT understands it should make its own independent investigation to determine if any hazardous or toxic waste exists on the Site.

District warrants that (i) it owns good and sufficient title to and interest in the Site to enable it to enter into this lease and perform its obligations hereunder; (ii) there are no liens, encumbrances, covenants, restrictions or judgments affecting the Site which impede or adversely affect SPRINT's intended use of the Leased Area; (iii) District has full right, power and authority to execute, deliver and perform this lease; and (iv) so long as SPRINT is not in default under this lease, SPRINT shall have undisturbed, quiet and peaceful use and enjoyment of the Premises throughout the term and any extension thereof.

32. Hazardous and Toxic Waste. Without any duty to inquire or investigate, District warrants that it has no actual knowledge that there is contamination, hazardous waste, or toxic substances in existence on or below the surface of the Leased Area which constitute a violation of any law, rule, or regulation of any governmental entity having jurisdiction. SPRINT shall not deliver, store, or use any hazardous, toxic, or contaminated waste of any kind within the Leased Area or at the Site without the prior written consent of District. If the Leased Area contains toxic, hazardous, or contaminated waste material delivered, brought to or used on the Site by SPRINT or any of its agents, servants, employees or contractors, SPRINT shall be solely responsible for, and pay all fees and costs, of whatever type or nature, for the removal and disposal of, all such materials as required by law and for clean up and remediation of all real and personal property contaminated by the hazardous waste. Notwithstanding the foregoing, SPRINT may bring onto the Site the lead acid batteries that it uses for backup power, fuel that may be used in temporary backup generators and properly stored, reasonable quantities of common materials used in

telecommunications operations such as cleaning solvents, provided that all such hazardous materials shall be handled, stored and disposed of in accordance with all federal, state and local laws and regulations applicable thereto. District further warrants that it shall not deliver, store, or use any hazardous, toxic, or contaminated waste of any kind with the Leased Area. If the Leased Area contains pre-existing toxic, hazardous, or contaminated waste material delivered, brought to or used on the Site by any tenant other than SPRINT or any of its agents, servants, employees or contractors, SPRINT shall not be responsible for any fees or costs, of whatever type or nature, for the removal and disposal of, all such materials as required by law, or for clean-up and remediation of any real or personal property contaminated by the hazardous waste.

33. Miscellaneous Provisions.

33.1. California Law. This lease shall be construed and interpreted in accordance with California law.

33.2. Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that 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.

33.3. Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.

33.4. Attorney's Fees. In the event of any legal or equitable proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all attorney's fees and court costs in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

33.5. Entire Agreement. This Agreement, together with all the exhibits attached to this Agreement, 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 lease and its exhibits which represents the final and complete agreement of the parties.

33.6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

33.7. Unenforceable Provisions. The terms, conditions, and covenants of this lease shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this lease, 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.

33.8. Representation of Capacity to Contract. Each party to this Agreement represents and warrants that he or she has the authority to execute this lease on behalf of the entity represented by that individual.

33.9. No Waiver. The failure of either party to enforce any term, covenant, or condition of this lease 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 lease at any later date or as a waiver of any term, covenant, or condition of this lease. No waiver shall occur against District unless the right or breach being waived is expressly stated in writing and signed by the general manager of District.

34. Notices. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt, when personally served or when sent by facsimile to the following facsimile numbers or two (2) days after mailing when sent by regular mail to the following addresses:

TO: "SPRINT"

Tenant:

Sprint PCS Assets LLC
Property Services SD25XC008
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn: Real Estate Attorney

WITH A COPY TO:

TO: "District"

Olivenhain Municipal Water District
Attn: Kimberly A. Thorner, General Manager
1966 Olivenhain Road
Encinitas, California 92024-9761
Tel No. (760) 753-6466
Fax No: (760) 753-5640

WITH A COPY TO:

Alfred E. Smith
Nossaman LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
Tel No. (213) 612-7831
ASmith@Nossaman.com

35. No Joint Venture. Nothing in this lease is intended to create a joint venture, partnership, or common enterprise relationship of any kind between District and SPRINT.

36. Time of Essence. The parties agree that time is of the essence as to all matters specified in this lease.

37. Quitclaim Deed. SPRINT has executed a Quitclaim Deed, a copy of which is attached hereto as Exhibit "E" and incorporated herein by reference. Upon termination of this lease for any reason, District shall be entitled to record the Quitclaim Deed reflecting that SPRINT has no further interest in the Site and/or the Leased Area.

38. Effective Date. The effective date of this Agreement executed in counterparts in District, County of San Diego, State of California, is 2/6, 2017.

"District":

OLIVENHAIN MUNICIPAL WATER DISTRICT, a Municipal Water District organized and existing under the Municipal Water District Act of 1911, as amended

"SPRINT"

SPRINT PCS ASSETS LLC, a Delaware Limited Liability Company

By: SPRINT
Its: Manager

By: 
Kimberly A Thorner Esq.,
General Manager

By: 
Daniel Hillberg
Market Manager

Date: 2/6/14

Date: 2/6/14

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of Lots 9, 10, 11 and 12 of Section 19, Township 13 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved, June 26, 1922, described as follows:

Commencing at the Southwest corner of Lot 9 of Section 19, Township 13 South, Range 2 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved June 26, 1922;

Thence North 15.00 feet;

Thence South 89° 32' 02" East 3961.55 feet;

Thence North 01° 49' 16" East 646.26 feet;

Thence North 21° 36' 55" West 132.77 feet;

Thence North 30.00 feet to the True Point of Beginning;

Thence West 90.00 feet;

Thence North 160.00 feet;

Thence East 123.00 feet;

Thence South 10° 43' 27" East 105.15 feet;

Thence South 40° 00' 00" West 74.00 feet;

Thence West 25.00 feet to the True Point of Beginning.

Assessor's Parcel Number 678-060-03

EXHIBIT “B”

Proposed Communications Facilities

(Construction Drawings to be attached after approval by the District)

EXHIBIT "C"

TECHNICAL REQUIREMENTS FOR THIRD PARTY COLLOCATION

1. SPRINT shall submit to the District preliminary plans and technical specifications for the proposed facility. The District shall submit these plans to the existing Carrier(s) located at the Site for review. The existing Carrier(s) shall have 15 business days to respond to the District in writing with their comments on the SPRINT plans. If no written comments are received within 15 days of receipt of the plans by the existing Carrier(s), SPRINT shall have no obligation to make any revisions to the plans in response to any comments from the existing Carrier(s). Comments from the existing Carrier(s) shall be limited to those intended to minimize or eliminate any signal interference from SPRINT's facilities.

2. If SPRINT's plans are not approved by the existing Carrier(s), SPRINT shall revise its plans and specifications to respond to the written comments set forth by the existing Carrier(s). No construction, installation, testing, or operation of the SPRINT's communications facilities shall be permitted unless the existing Carrier(s) respond within 15 days with written comments and ultimately approve SPRINT's plans and specifications.

3. If SPRINT's plans and specifications are approved by the existing Carrier(s), SPRINT shall notify the existing Carrier(s) in writing a minimum of five (5) days prior to the scheduled date and time of commencement of construction and installation of the transmitting/receiving equipment.

4. SPRINT shall notify the existing Carrier(s) in writing a minimum of five (5) business days prior to conduction pre-operations testing. The pre-operations testing shall measure the following:

- A. The signal transmit levels at the output of the final filter stage on the transmit line with all transmitters keyed up at maximum power.

- B. Antenna isolation between the output of the final filter stage on SPRINT's transmit line and input line to the existing Carrier(s) first receive filter in the base station in the existing Carrier(s) frequency band of operation.
- C. The combination of (i) worst case level measured out of SPRINT's transmit line added to (ii) worst case antenna isolation. Such value shall be no greater than -114dBm in the existing Carrier(s) Federal Communications Commission receive and transmit bands of operation. If the existing Carrier(s) determine that it(they) are experiencing interference, SPRINT will be notified immediately and the testing shall cease.

5. It shall be SPRINT's responsibility to ensure that proper filtering and isolation are in place for the pre-operation testing and operation of SPRINT's antenna system. In no case shall SPRINT's communications facilities cause interference with the existing Carrier(s) communications systems.

EXHIBIT "D"

**OLIVENHAIN MUNICIPAL WATER DISTRICT -
SPRINT COMMUNICATIONS FACILITIES LEASE**

District and SPRINT agree that all improvements of any kind and nature installed on the Leased Area by, or at the request of, SPRINT during the lease term shall belong solely to District at the end of the lease except the specific property noted below:

Antenna structure, antenna, radio cabinets interconnecting cables.

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District: KT (initials)

SPRINT: JD (initials)

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Lindsey Stephenson, Engineering Manager
Via: Kimberly A. Thorner, General Manager
Subject: **CONSIDER APPROVAL OF A LEASE AGREEMENT BETWEEN DISH NETWORK, LLC AND OLIVENHAIN MUNICIPAL WATER DISTRICT TO ALLOW COMMUNICATIONS FACILITIES AT THE ZORRO RESERVOIR SITE AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF OMWD**

Purpose

The purpose of this agenda item is to consider approval of a lease agreement between Dish Network, LLC (Dish) and OMWD to construct wireless communication facilities at the Zorro Reservoir site and authorize the General Manager to sign the lease agreement on behalf of OMWD.

Recommendation

Staff recommends approval of the proposed lease agreement.

Alternative

The Board of Directors could elect not to approve the proposed lease agreement or to recommend changes to the lease agreement. Also, the Board could decide not to allow Dish to construct facilities at the site.

Background

OMWD originally entered into a lease agreement with T-Mobile commencing July 1, 2004 for a cellular communications tower at the Zorro Reservoir site located in Director Division 1 (Topolovac). The initial term for the lease was ten (10) years with an end date of June 30, 2014. In 2012, Crown Castle International Corporation (Crown Castle) acquired the right from T-Mobile to operate and manage the site per a Master Pre-Paid Lease Agreement. OMWD reviewed the Master Pre-Paid Lease Agreement and gave their consent. In July 2013 the Board approved a first amendment between Crown Castle and OMWD to extend the terms of the original lease agreement. The first amendment allowed for two (2) extensions of ten (10) years each, now extending the lease for a maximum of 20 years to June 30, 2034.

In February of 2022, OMWD received correspondence from Crown Castle requesting a co-location of Dish on the existing T-Mobile cellular communications tower at the Zorro Reservoir site. After review of the Crown Castle request from February 2022, OMWD agreed to the co-location with Dish but informed Crown Castle that Dish would be required to enter into a lease agreement directly with OMWD. Dish and OMWD then negotiated terms of a new lease agreement. Dish will construct a new equipment enclosure at the site and install their antennas on the existing T-Mobile cellular tower.

Fiscal Impact

The proposed lease agreement is for an initial term of five (5) years to commence on issuance of a valid building permit from the County of San Diego for the Dish facilities. After the initial term, the lease allows for four (4) additional 5-year extensions. On commencement of this lease, Dish will begin paying rent at the rate of \$2,200 per month with a 2% annual escalation rate. Upon full execution of the lease agreement, OMWD will be paid a non-refundable signing bonus of \$7,000 within 30-days of said execution.

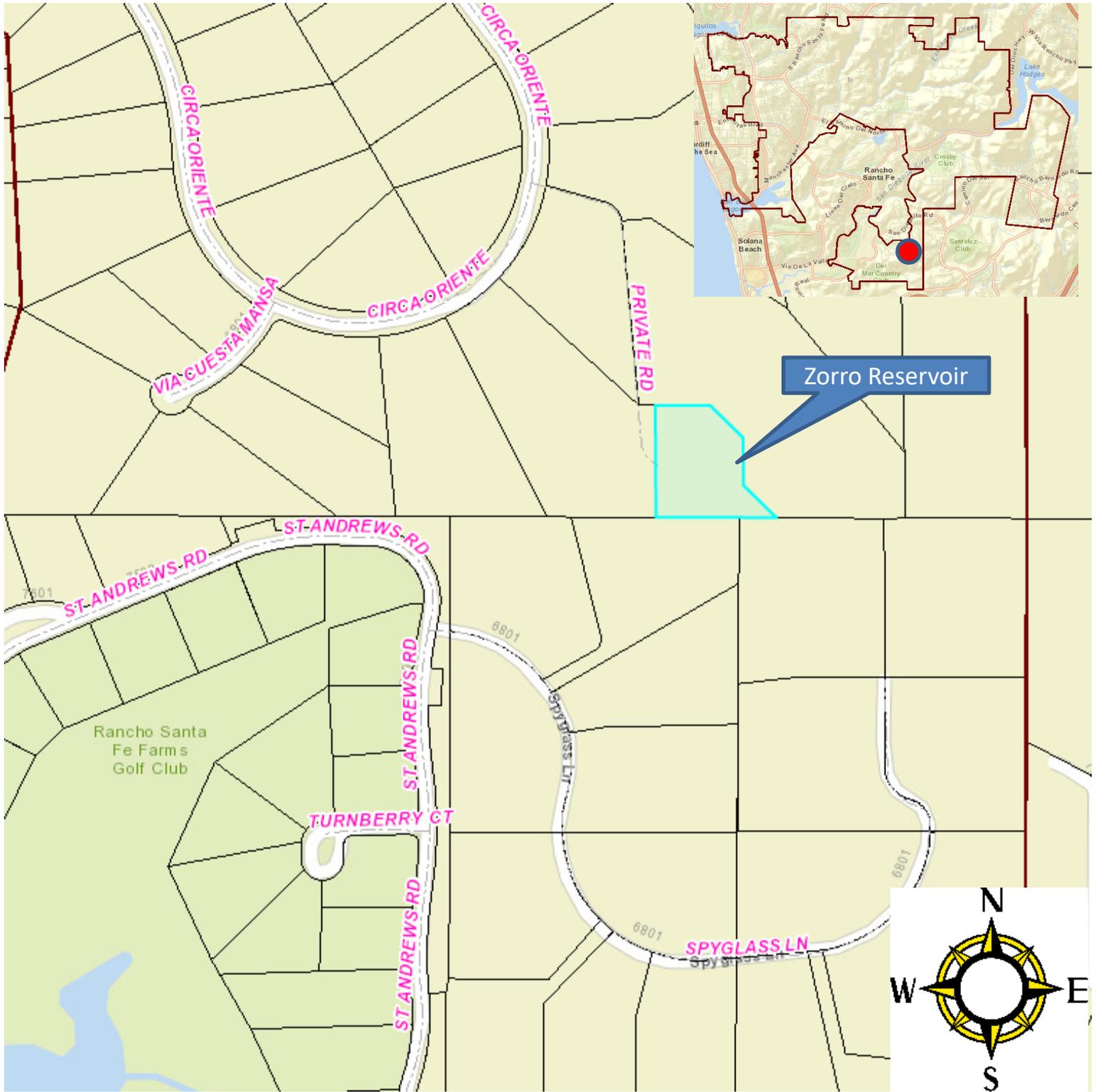
Discussion

The terms of the proposed lease agreement have been agreed to by Dish and reviewed by OMWD legal counsel. A copy of the proposed lease agreement is attached for review. Included with the lease agreement are all related exhibits referenced in the lease agreement. Staff is available to answer questions.

Attachment(s):

Location map

Lease Agreement, including Exhibits A-C



LOCATION MAP FOR THE ZORRO RESERVOIR SITE

A LEASE BETWEEN
THE OLIVENHAIN MUNICIPAL WATER DISTRICT AND DISH WIRELESS
L.L.C.
TO ALLOW COMMUNICATIONS FACILITIES
AT THE ZORRO RESERVOIR SITE

This Lease (this “Lease”) is entered into by and between the Olivenhain Municipal Water District, a Municipal Water District organized and existing under the Municipal Water District Act of 1911, as amended, a public agency organized and operating pursuant to California Water Code Sections 71000 *et seq.* (“District”), and Dish Wireless L.L.C., a Colorado limited liability company (hereinafter “DISH”).

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

1. The District owns a parcel of land located at 17267 Circa Oriente, in Rancho Santa Fe, County of San Diego. The parcel is more particularly described in Exhibit “A”, attached hereto and incorporated herein by reference (hereinafter “Site”).

2. DISH has requested the District allow it to locate certain mobile/wireless communications facilities within the Site as shown on Exhibit “B” (hereinafter “Communication Facilities”), attached hereto and incorporated herein by reference and as stated in Section 6, (the “Leased Area”).

3. The District has agreed to grant DISH permission to locate and operate the wireless transmission facilities at the Site in accordance with the terms of this Lease. DISH shall be solely liable and responsible for securing all permits and approvals necessary to operate any communications facilities at the Site.

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

1. Permission to Install Transmitter/Receiver/Antenna. District hereby grants DISH permission to construct, operate and maintain at the Site, within the Leased Area, the mobile/wireless communications facilities and related equipment, shown on Exhibit “B”, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the “Communications Facilities”).

2. Responsibility for Non-Interference. DISH understands that District may transmit and receive radio signals from the Site at 450 MHz, 900 MHz, 2.4 GHz, 3.65 GHz, 5.8 GHz, and 24 GHz for telemetry links to other locations within the District and a short wave repeater station at 47.90 and 48.38 MHz (“Signals”). In addition, the District leases space at the Site outside of the Leased Area for other wireless carriers. It shall be the sole responsibility of DISH to use commercially reasonable efforts to ensure DISH does not create any measurable interference of any kind with District’s Signals or the signals transmitted for the other leased spaces at the site existing prior to the Effective Date at any time during the term of this Lease, and DISH shall within forty-eight (48) hours take action to correct any such interference that may result from its Communications Facilities at its sole cost and expense or cease operations of the equipment that is the source of the interference. Operations of the interfering equipment may not resume until DISH has resolved such interference to avoid any interference with District transmissions. In the event DISH fails to cease any such interference with District's signals and fails to correct the interference within ten (10) consecutive days after written notice from District, District shall be entitled to declare DISH in default of this Lease by written notice to DISH in addition to all other remedies provided by this Lease or California law.

So long as this Lease has not been terminated due to default of DISH or the expiration of its term without extension by renewal as permitted under Section 9, District shall not allow any other use of the Site, other than the existing uses, as of the execution of this Lease, which interferes with signal transmission or reception by DISH from the Site. District shall be entitled to lease other portions of the Site to other wireless businesses, whether or not such businesses compete with DISH, as long as such lessees do not interfere with the transmission and reception of wireless signals by DISH from the Site. This shall not apply to transmissions by the District.

If District receives any request to locate any communications transmitting equipment on District’s property from any third party (“Carrier”), District shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the communications operations of DISH’s facility when designing, locating, operating, and maintaining its transmitting equipment and in reconfiguring or changing the frequency or operation of such equipment.

3. Permits and Approvals. DISH shall be solely liable and responsible for securing all permits, approvals and consents necessary to design, construct, operate, maintain, repair, and replace the Communications Facilities at its sole cost and expense. District shall have no obligation to secure any permits, approvals, or consents necessary to design, construct, operate, repair, or replace the Communications Facilities. District agrees, at no expense to District, to cooperate with DISH, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for DISH's intended use of the Premises.

4. Fees and Costs. DISH shall be solely responsible for all fees, costs, and expenses, of whatever type or nature associated with the planning, design, construction, operation, maintenance, repair, or replacement of its Communications Facilities at the Site.

5. Improvement; Access.

- (a) DISH shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter the Site for the purpose of making inspections and engineering surveys and other tests to determine the suitability of the Leased Area for DISH's Communications Facilities and to prepare for the construction of DISH's Communications Facilities. Such access shall be coordinated with the District to ensure that DISH's activities do not impact other ongoing District projects.
- (b) Prior to commencing construction of DISH's Facilities, DISH shall obtain District's approval of DISH's conceptual work plans ("Plans"), which approval shall not be unreasonably withheld, conditioned or delayed. Such Plans shall include color visual simulations. District shall give such approval or provide DISH with its requests for changes within twenty (20) business days of District's receipt of DISH's Plans. Notwithstanding the foregoing, District shall have no obligation to approve any improvements that District determines, in its sole reasonable discretion, will interfere with the use, operation, maintenance or repair of the Site by District. Upon District's written approval of the Plans, and receipt of all required permits,

DISH shall be entitled to commence and complete construction of DISH's Facilities on the Premises, as contemplated by DISH, in accordance with the approved Plans. Minor improvements (those inside the leased area) may be installed, removed, modified and maintained at DISH's discretion without District's approval so long as they do not measurably interfere with any District facilities, any District transmissions, or any transmissions from the existing repeater site(s) already leased.

- (c) Once the Plans are approved subject to Paragraph 5(b) above, DISH has the right to do all work necessary to prepare, add, maintain and alter the Site for DISH's Communications Facilities and to install utility lines and transmission lines connecting antennas, transmitters, receivers and other equipment. All of DISH's construction and installation work shall be performed at DISH's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.
- (d) District shall provide access to DISH, DISH's employees, agents, contractors and subcontractors to the Leased Area twenty-four (24) hours a day, seven (7) days a week, at no charge to DISH. District hereby grants to DISH such rights of ingress and egress over the District Site from the public right-of-way to the Leased Area as may be necessary and consistent with the authorized use of the Leased Area. As a material term of this Lease, DISH agrees not to use the access rights at any time in a manner, which materially impedes or interferes with any District use, operation, maintenance or repair of the Site. Upon mutual execution of this Lease, DISH shall have the right to install on the outside of the fencing on the Site, any locks or lock boxes for key storage, at a location District approves, for access to the Leased Area. DISH shall pay for the cost of any lock boxes and remove all locks and lock boxes upon expiration or earlier termination of this Lease.

- (e) Subject to District's reasonable rules, District shall permit DISH's employees, agents, contractors, subcontractors and invitees to park vehicles on the Site as necessary and consistent with the authorized use of the Leased Area. District shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Leased Area in a manner sufficient to provide access to DISH. Except as provided in this Section 5(e), nothing contained in this Lease shall obligate District to repair or improve access to the Site beyond its present condition.
- (f) DISH shall have the right to install utilities, at DISH's expense, and to improve the present utilities on or near the Leased Area in the locations shown on Exhibit "B". Subject to District's approval of the location, which shall not be unreasonably withheld, conditioned or delayed, DISH shall have the right to place utilities on (or to bring utilities across) the Site in order to service DISH's Communications Facilities.
- (g) DISH's rights of access and to install utilities under this Section 5 include, but are not limited to, the right to install, maintain and service telephone lines connecting the base station of DISH's Communications Facilities and the minimum point of entry (MPOE) or other point of presence of the telephone service provider at District's Site.

Except as shown in Exhibit "B", DISH shall not install any utilities or any other major improvements without first submitting plans of improvements to District for review and approval. Minor improvements (those inside the enclosed equipment shelter building) may be installed, removed, modified and maintained at DISH's discretion without District's approval; however, DISH shall notify the District in writing when such minor improvements are scheduled to be made.

6. Lease Rights. District hereby Leases to DISH approximately three hundred eighty (380) square feet of Tax Assessor's Parcel No. 269-193-64-00 as shown on Exhibit "B", attached

hereto and incorporated herein by reference, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, as more particularly described in Section 5 above. District hereby grants to DISH the right to obtain a survey (informational only) of the Leased Area, and this survey shall then become Exhibit "C" which upon review and approval of District shall be attached hereto and made a part hereof. Such survey shall be paid for solely by DISH.

7. Compliance with Applicable Laws. DISH shall ensure that all work performed on the Site is performed in a manner which complies with all applicable federal, state, county, and local governmental rules and regulations, including all environmental laws of the State of California and the federal government. DISH shall be solely responsible for obtaining and paying for all permits, licenses, and approvals necessary to construct the Communications Facilities and DISH shall provide verification that permits, licenses, and approvals have been obtained promptly upon written request from District. This Section shall include all land use permits or approvals necessary to construct and/or operate the Communications Facilities and any utilities or other improvements requested by DISH.

8. Termination by DISH. DISH's ability to use the Leased Area is contingent upon its obtaining, after the execution date of this Agreement, all certificates, permits, approvals, and easements necessary to construct and operate the Communications Facilities. In the event any of these permits or approvals should be finally rejected or any certificate, permit, license, or approval issued to DISH is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental action, or in the event DISH determines that the site is no longer appropriate or suitable for its use or operations for economic, environmental or technological reasons, DISH shall have the right to terminate this Agreement by giving District one hundred eighty (180) days advance written notice. This Lease shall remain valid and effective for the one hundred eighty (180) day period and DISH shall be obligated to pay District rent due during the one hundred eighty (180) day period. The termination notice shall not be effective if DISH is in default of any provision of this lease during the 180-day period. All amounts paid by DISH to the termination date shall be retained by District in full without proration or offsets of any kind.

Notwithstanding the foregoing, if, prior to the construction of DISH's intended improvements, any permit or approval required by any governmental or quasi-governmental agency is denied, rejected or otherwise withdrawn, DISH shall have the right to terminate this Lease without any obligation to pay additional consideration to District, which termination shall be effective upon delivery of written notice by DISH to District. However, all amounts previously paid by DISH to District shall be retained by the District as rent without proration or offset of any kind.

DISH and District shall each have the right to unilaterally terminate this Lease at any time during the lease term or any extension without cause by giving one (1) year advanced written notice. This Lease shall remain valid and effective for the one (1) year period and DISH shall be obligated to pay District rent due during the one-year period, regardless of the initiator of the termination. All amounts paid by DISH to the termination date shall be retained by District in full without pro-rations or offsets of any kind.

9. Term. This Lease shall commence upon issuance of a building permit (the "Commencement Date") and extend for an initial term of five (5) years (the "Initial Term"). In addition to the Initial Term, DISH shall have the option to extend the lease for each of four (4) additional five (5) year renewal terms (each a "New Renewal Term"). Notwithstanding anything to the contrary contained in the Lease, all New Renewal Terms shall renew upon DISH's written notification to the District at least six (6) months prior to the commencement date of the next Renewal Term (as defined herein). References to this Lease to "Renewal Term" shall refer, collectively to the Initial Term and the New Renewal Term(s).

10. Rental Payments and Signing Bonus. DISH agrees to pay District rent of Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00) per month beginning on the Commencement Date and on the first day of each month thereafter. The monthly rent shall be increased two (2) percent on each anniversary of the Commencement Date. DISH shall pay a late fee of ten percent (10%) of the unpaid rental amount for each month's payment not received by the fifteenth (15th) day of any month. The parties acknowledge and agree that this additional sum shall be treated as rent and not as a penalty or liquidated damages in any subsequent proceeding between the parties. The failure of DISH to deliver any rental payment to District within twenty

(20) business days after written notice of default for the amount due shall be deemed a material breach of this Agreement, entitling the District to unilaterally terminate this Agreement and to order DISH to remove the Communications Facilities and restore the Site to its former condition in addition to other remedies afforded District by applicable law and this Lease.

DISH agrees to pay District a nonrefundable signing bonus payable within thirty (30) days of full execution hereof by both parties in the amount of Seven Thousand and 00/100 Dollars (\$7,000). The failure of DISH to do so shall constitute a material breach of this Lease upon receipt of written notice from District.

11. Utilities and Taxes. DISH shall be solely responsible for furnishing all utilities necessary for use and operation of the Leased Area and shall contract for all utilities in its own name. The failure of DISH to pay all electric service bills when due to the service provider shall constitute a material breach of this Lease.

DISH has been advised and understands that the Leased Area may be subject to a possessory interest tax. DISH shall be solely responsible for the payment of all taxes, assessments, and fees associated with DISH's use of the Leased Area and any buildings, structures, improvements, or facilities installed by DISH on the Site. As a material term of this Lease, DISH agrees not to allow any taxes, assessments, or fees associated with DISH's use to become a lien or judgment against the Site or any other property of District.

12. Tenant Improvements. All improvements, other than minor modifications within the enclosed equipment shelter building desired by DISH, shall be submitted with detailed plans to District for District's review and written consent prior to the commencement of any work. District's written consent will not be unreasonably withheld, conditioned or delayed. However, District shall have no obligation to consent to any improvements which District finds will damage or materially interfere with any present or future District facilities or uses at the Site. All construction work shall be performed solely by contractors licensed in the State of California. DISH shall be solely liable and responsible for securing and complying with all permits, approvals, laws, regulations and ordinances, which apply to DISH's improvements at its sole cost and expense subject to the provisions of Section 7 above. Prior to commencing any work, DISH shall provide

District with written verification that the plans and specifications for the improvements have been approved by all applicable regulatory agencies and with a copy of the approved plans. DISH shall also provide District with verification that DISH has posted all bonds as required by the applicable regulatory agencies to complete the work and has met all other terms and conditions imposed by applicable regulatory agencies for the improvements desired by DISH at its sole cost and expense.

13. No Lien Claims or Judgment. It is understood by the parties that District shall have no responsibility whatsoever for the payment of any materials, labor, or work performed on the Leased Area by DISH or at its request. DISH shall promptly pay all amounts necessary to remove any mechanic's lien claim, lis pendens, judgment, or any other debt or obligation which becomes a lien against the Leased Area as a result of any work, labor, or materials furnished to the Leased Area by or at the request of DISH.

14. Use. DISH shall have the right to use the Leased Area solely for installation, operation, maintenance, upgrade, removal, and management of the Communications Facilities, including, without limitation, equipment designed to transmit and receive radio frequency signals), which shall include the right, subject to Sections 2, 5 and 12, to replace, repair, add, or otherwise modify the Communications Facilities or any portion thereof ("Permitted Use") and for no other purposes without the prior written consent of District. District shall have no obligation to give its consent to any other uses.

DISH shall be solely responsible for ensuring that all uses comply with all applicable land use laws pertaining to the Leased Area. DISH agrees not to use the Leased Area for any immoral or unlawful purpose. DISH shall not commit any acts on the Leased Area in violation of any federal, state, or local law, rule, regulation, permit, approval, or consent. DISH shall not commit any waste or any public or private nuisance on all or any part of the Site. DISH shall not take any steps or actions which cause damage or injury to any person or damage or injury to any real or personal property owned by District or any other person or entity.

DISH shall comply with all permits, approvals, laws, rules, and orders of all federal, state, and local governments and agencies that may be applicable to the use of the Site and/or the Leased Area, at DISH's sole cost and expense. DISH shall be solely responsible for any loss or claim

arising out of DISH's failure to obtain or comply with any permit, approval, law, rule, or order of federal, state, or local government applicable to the use of the Leased Area, except to the extent any such failure is caused by District's gross negligence or willful misconduct.

15. As Is Lease. DISH has been advised and understands, except as expressly provided in this Lease, that District has not made any warranties, representations, or promises of any kind or character concerning the quality or condition of the Leased Area, the easement, the quality or condition of any improvements, equipment, furniture, or fixtures on the Leased Area, or the quality or condition of the real property itself or any surface or subsurface conditions on the Leased Area, all as relate to the suitability for DISH's permitted use granted herein. Prior to entering into this Lease, DISH has made its own independent investigation of the condition, quality, and character of the Leased Area, the easement, all improvements on the Leased Area, all equipment, furniture, and fixtures, and the condition of the real property itself, and has utilized such experts as have been desired by DISH in evaluating the quality and condition of the real property, and all improvements, equipment, furniture, and fixtures on the Leased Area. As a material part of this Lease, the parties expressly agree that DISH is acquiring the property "as is" without any warranties, representations, or promises by District or any of its directors, officers, agents, or employees concerning the quality, condition, or character of the Leased Area, the easement, any improvements on the Leased Area, any equipment, furniture, or fixtures included as part of the Leased Area, or any surface or subsurface conditions.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THERE HAVE BEEN NO WARRANTIES, REPRESENTATIONS OR PROMISES MADE BY DISTRICT, OR ITS DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES CONCERNING THE QUALITY, CONDITION, OR CHARACTER OF THE LEASED AREA, THE EASEMENT, ANY IMPROVEMENTS ON THE LEASED AREA, ANY EQUIPMENT, FURNITURE, OR FIXTURES INCLUDED AS PART OF THE LEASED AREA, OR ANY SURFACE OR SUBSURFACE CONDITIONS AND THAT DISH IS ACQUIRING THE PROPERTY "AS IS"

BASED UPON ITS OWN INVESTIGATION AND INSPECTION AND WITH THE ASSISTANCE OF SUCH EXPERTS AS HAVE BEEN DESIRED BY DISH.

District: _____

DISH: _____

16. Repair and Maintenance. DISH agrees that all improvements, equipment, furniture, fixtures, real and personal property included as part of the Leased Area is in working order and in good condition upon commencement of this Lease. DISH shall be solely liable and responsible for maintenance, repair, and replacement of all portions of the Leased Area during the term of this Lease.

At all times during the term of this Lease, and any extensions under this Lease, DISH agrees, at its sole cost and expense, to keep the Leased Area and all improvements, equipment, fixtures, real and personal property, included as part of the Leased Area in good condition and repair, reasonable wear and tear excepted. District shall have no obligation whatsoever to maintain or repair any equipment, furniture, fixtures, improvements, personal property, or real property included as part of the Leased Area at any time during the term of the Lease. The proper repair and maintenance of all personal and real property included as part of the Leased Area shall be the sole liability and obligation of DISH during the entire lease term and any extension. The failure of DISH at any time to properly maintain and repair any personal or real property included as part of the Leased Area at any time during this Lease or any extension shall constitute a material breach of this Lease.

17. District's Right to Make Repairs. If at any time during the term of this Lease, or any extension, DISH fails to maintain any of the Leased Area or any improvements on the Leased Area in a good condition, District shall give written notice of these defects to DISH at the address shown in Paragraph 32 herein. DISH shall have thirty (30) consecutive days from the receipt of such notice to commence repairs and shall diligently prosecute the work to completion. In the event DISH fails to commence the repairs within this thirty (30) day period, or fails to diligently complete the repair work, District shall have the express right, but not the obligation, to enter the Leased Area and to make the repairs for the account of DISH. Any sums expended by District in so doing shall be deemed additional rent and shall be due from DISH within thirty (30) days following invoice from District together with documentation evidencing the expended sums.

18. Waiver of Civil Code Sections 1941 and 1942. As a material part of this lease,

DISH hereby expressly waives the provisions of Civil Code Sections 1941 and 1942 and any other law that would require District to maintain the Leased Area in a tenantable condition or which would provide DISH with the right to make repairs and deduct the cost of those repairs from the rent. DISH acknowledges that Civil Code Section 1941 obligates District to make a dwelling house fit for its purpose and that Civil Code Section 1942 allows DISH, under certain circumstances, to repair premises that have been rendered un-tenantable and to deduct the expense of the repair from the rent due. DISH acknowledges that DISH fully understands these rights and expressly waives them with full knowledge of the consequences of this waiver.

19. Entry by District. DISH shall permit District and its agents, representatives, or employees to enter the Leased Area at all reasonable times and upon seventy two (72) hours advance written notice and accompanied by an authorized DISH representative to inspect the Leased Area and all improvements, equipment, fixtures, personal or real property included as part of the Leased Area to determine whether DISH has complied with the terms of this Lease or to perform maintenance or repair of the Leased Area. In the event of an emergency, as determined by the District in its sole discretion, the District and its agents, representatives, or employees shall have the rights to access the Leased Area to perform maintenance or repair in the Leased Area, without prior notification to DISH. DISH will be notified of emergency entry by the District to the Leased Area within twenty-four (24) hours of initial entry together with the (i) the date and time of such emergency and (ii) the nature of the emergency.

20. Surrender of Premises and Holding Over. Within thirty (30) days after the termination of this Lease for any reason, DISH shall promptly surrender and deliver the Leased Area and all equipment, furniture, fixtures, grounds, improvements, and all personal and real property owned by District and included as part of the Leased Area, to District in a good and working condition, reasonable wear and tear excepted. DISH shall promptly repair any damage to the Leased Area, or any improvements, real or personal property owned by District, caused by removal of any DISH improvements at the sole cost and expense of DISH. At the end of the thirty (30) day removal period, or any extension, if DISH holds over for any reason, it is agreed that in the absence of a written agreement to the contrary, the tenancy shall be from month-to-month only and not a renewal of this Lease nor a further extension of the term. During the hold over period, DISH shall pay monthly rent at the amount in effect at the end of the lease term or any extension and the month-to-

month tenancy shall be subject to all other terms, covenants, and conditions of this Lease.

21. Indemnity. DISH agrees to hold harmless, indemnify, and defend District and its directors, officers, agents, employees, successors, and assigns from any and all claims, demands, causes of action, damages, losses, fees, costs, expenses, fines and penalties of whatever type or nature, including all reasonable attorney's fees and court costs, arising out of or connected with DISH 's use or occupation of the Leased Area, arising from any improvements installed by or at the request of DISH or arising from DISH's business except those caused by the gross negligence or willful misconduct of District or its directors, officers, agents, employees, successors, or assigns except to the extent covered by the indemnity of DISH by District.

District agrees to hold harmless and indemnify DISH and its officers, employees, and agents from any and all claims or liability for loss of personal injury and/or property damage to the extent such claims result solely from or arise solely out of the use of occupancy of the Property by District. Notwithstanding the preceding, District shall not indemnify DISH against any claim to the extent that it arises in whole or in part from, or in connection with, any negligent or intentional conduct of DISH or any officer, agent, servant, employee, or contractor of DISH.

In the event any of the indemnified parties are named as a party in any arbitration or litigation covered by this indemnity, they shall be entitled to appoint their own attorneys and the indemnifying party agrees to pay all reasonable attorney's fees, costs, expert fees and costs, and all other fees and costs incurred by the indemnified parties in the proceeding within thirty (30) days of receipt of the bill. The failure of the indemnifying party to pay any of these fees or costs within thirty (30) days of receipt of the bill shall constitute a material breach of this Lease.

22. Liability Insurance. At all times during this Lease, DISH agrees to procure and maintain liability insurance – general and auto, including products and completed operations insurance, from an insurance company authorized to do business in the State of California. The insurance company shall have an A.M. Best Financial Strength rating of at least “A minus,” an A.M. Best Financial Size rating of not less than “VI” and have a combined single limit of not less than \$5,000,000 per occurrence, for which any combination of general liability and excess liability can be used. Also, the District's Engineer/Architect, the District's representatives, consultants, and

each of the District's directors, officers, agents, and employees must be named as additional insured. The failure of DISH to maintain this liability insurance in full force and effect during the entire term of this Lease, and any extension, shall constitute a material breach of this Lease. The foregoing coverage may be achieved by umbrella policy.

23. Workers' Compensation Insurance. At all times during this Lease, DISH shall maintain workers' compensation insurance coverage at least equal to the statutory limits required by California law for all workers employed by DISH or in any business conducted by DISH on the Leased Area. The failure of DISH to keep this workers' compensation insurance in full force and effect during the entire term of this Lease shall constitute a material breach of this Lease.

24. Insurance Policy Provisions. A certificate of insurance for all insurance required by this Lease shall be provided to District within thirty (30) business days of the Commencement Date of this Lease and shall be maintained in full force and effect during the entire lease term and any extensions. The policy of insurance shall be primary and non-contributory with any policies carried by District and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of the District that might otherwise result in forfeiture of insurance. Any insurance coverage required under this Section may be carried by DISH under a blanket policy insuring other locations of DISH's business, provided that the Leased Area and all improvements on the Leased Area are specifically identified as included under that policy.

25. Condemnation. If at any time during the term of this Lease, or any extension, all of the Leased Area is taken in any eminent domain proceeding, the lease shall terminate as of 12:01 a.m. of the date actual physical possession of the Leased Area is taken. If during the term of this Lease or any extension, only a part of the Leased Area is taken as a result of an eminent domain action all terms of this Lease shall remain in full force and effect unless the partial taking has resulted in a material impairment of the business of DISH. For these purposes, the term "material impairment" means the partial taking will prevent DISH from using the Leased Area for the Permitted Use. If a partial taking occurs which causes a material impairment, DISH shall have the right to terminate this Lease by giving ten (10) days written notice to District and the rent shall be paid to the time when DISH actually surrenders possession of the Leased Area as used prior to the taking. If the whole or any part of the Leased Area is taken pursuant to any eminent domain

proceeding, District shall be entitled to all amounts paid or payable as part of any condemnation settlement or award except that portion expressly allocable to unsalvageable trade fixtures of DISH, the Communications Facilities or other personal property of DISH.

26. Assignment and Subletting. DISH shall not be entitled to assign or transfer all or any part of the Leased Area without District's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, District shall have no obligation to consent to any assignment or transfer unless the assignee or transferee has demonstrated the ability to pay all amounts required by this Lease to the reasonable satisfaction of District. Prior to consenting to any transfer or assignment, DISH shall provide District with financial information demonstrating the assets and liabilities and income and expenses of the assignee or transferee for the prior two years for District's review and approval. Notwithstanding the transfer or assignment, DISH shall remain liable to District for all remaining rent due under this Lease and for full compliance with all other terms of this Lease after the transfer or assignment and District shall be entitled to enforce the lease against DISH, the transferee, or both.

DISH may from time to time do any of the following, without the District's consent:

- (a) grant to any person or entity a security interest in some or all of DISH's Communications Facilities and/or other property of DISH used or to be used in connection with the Site;
- (b) assign or pledge DISH's interest in the lease and Leased Area to any person or entity to finance DISH's equipment or operate DISH's business.

and:

- (c) assign the lease or sublet the Leased Area; (i) to any Affiliate; (ii) to any entity with which DISH and/or any Affiliate may merge or consolidate; (iii) to a buyer of substantially all of the outstanding ownership units or assets of DISH or any Affiliate; or (iv) to the holder or transferee of the Federal Communications Commission ("FCC") license under which DISH's Communications Facilities are operated, upon FCC approval of any such transfer. Any such assignment shall not be effective until

District receives notice of such assignment together with documentation supporting that the assignee assumes responsibility for all of DISH's obligations under this Lease arising from and after the effective date of assignment.

For purposes of this Section, "Affiliate(s)" means, with respect to DISH, any person or entity, directly or indirectly, controlling, controlled by, or under common control with DISH, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. No assignment or subletting by DISH under subparagraphs (a) – (c) shall relieve DISH of any obligations or breaches under this Lease prior to the date of a valid assignment or sublet.

27. Default. Any of the following events or occurrences shall constitute a material breach of this Lease by DISH and shall constitute an event of default ("Default"):

- (a) The failure of DISH to pay any amount due under this Lease in full within twenty (20) business days following written notice from District;
- (b) The failure of DISH to perform any other term, covenant, or condition of this Lease within thirty (30) days following written notice from District; provided that if the nature of the cure requires more than thirty (30) days, DISH shall not be in default if DISH commences the cure within thirty (30) days and diligently and continuously pursues the cure to completion.
- (c) Any of the following: (1) a general assignment by DISH for the benefit of its creditors; (2) any voluntary filing, petition, or application by DISH under any law or relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise
- (d) The appointment of a trustee or receiver to take possession of all or substantially all of assets of DISH; or the attachment, execution or other judicial seizure of all or substantially all of assets of DISH located at the Leased Area or the Site or DISH's

interest in this Lease, unless the appointment or attachment, execution or seizure is discharged within thirty (30) days; or the involuntary filing of any bankruptcy action against DISH;

28. Remedies. In the event DISH is in default of any provision in Section 27 of this Lease beyond the applicable cure periods, District shall have the right to terminate this Lease immediately upon written notice to the other party without prejudice to any other remedies DISH may have at law or in equity.

29. No Representations. Except as provided in this Section, and except for the warranty that District has no actual knowledge of hazardous waste as set forth in Section 30, DISH acknowledges that no representations or promises have been made by anyone connected with District concerning the condition or quality of the Leased Area or the ability of DISH to use any part of the Leased Area or the easement for its intended purpose or any other purpose.

DISH agrees it has entered into this Lease based solely upon its own independent investigation of the Leased Area and the easement and all conditions, improvements, restrictions and limitations which exist on or under the Leased Area and on the Site and not as a result of any oral representations or promises by anyone connected with District. DISH understands it should make its own independent investigation to determine if any hazardous or toxic waste exists on the Site.

District warrants that (i) it owns good and sufficient title to and interest in the Site to enable it to enter into this Lease and perform its obligations hereunder; (ii) there are no liens, encumbrances, covenants, restrictions or judgments affecting the Site which impede or adversely affect DISH's intended use of the Leased Area; (iii) District has full right, power and authority to execute, deliver and perform this Lease; and (iv) so long as DISH is not in default under this Lease beyond any applicable cure periods, DISH shall have undisturbed, quiet and peaceful use and enjoyment of the Leased Area throughout the term and any extension thereof.

30. Hazardous and Toxic Waste. Without any duty to inquire or investigate, District warrants that it has no actual knowledge that there is contamination, hazardous waste, or toxic substances in existence on or below the surface of the Leased Area which constitute a violation

of any law, rule, or regulation of any governmental entity having jurisdiction. DISH shall not deliver, store, or use any hazardous, toxic, or contaminated waste of any kind within the Leased Area or at the Site without the prior written consent of District. If the Leased Area contains toxic, hazardous, or contaminated waste material delivered, brought to or used on the Site by DISH or any of its agents, servants, employees or contractors, DISH shall be solely responsible for, and pay all fees and costs, of whatever type or nature, for the removal and disposal of, all such materials as required by law and for clean-up and remediation of all real and personal property contaminated by the hazardous waste. Notwithstanding the foregoing, DISH may bring onto the Site the lead acid batteries that it uses for backup power, fuel that may be used in temporary backup generators and properly stored, reasonable quantities of common materials used in telecommunications operations such as cleaning solvents, provided that all such hazardous materials shall be handled, stored and disposed of in accordance with all federal, state and local laws and regulations applicable thereto.

31. Miscellaneous Provisions.

31.1. California Law. This Lease shall be construed and interpreted in accordance with California law.

31.2. Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Lease, the parties agree that 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.

31.3. Modification. This Lease may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Lease.

31.4. Attorney's Fees. In the event of any legal or equitable proceeding to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to all attorneys' fees and court costs in addition to any other relief granted by law. This provision shall apply to this entire Lease.

31.5. Entire Agreement. This Lease, together with all the exhibits attached

to this Lease, contains all representations and the entire understanding between the parties with respect to the subject matter of this Lease. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Lease, are intended to be replaced in total by this Lease and its exhibits which represents the final and complete agreement of the parties.

31.6. Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

31.7. Unenforceable Provisions. The terms, conditions, and covenants of this Lease shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Lease, 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.

31.8. Representation of Capacity to Contract. Each party to this Lease represents and warrants that he or she has the authority to execute this Lease on behalf of the entity represented by that individual.

31.9. No Waiver. The failure of either party to enforce any term, covenant, or condition of this Lease on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this Lease, or any other, term, covenant, or condition of this Lease at any later date or as a waiver of any term, covenant, or condition of this Lease. No waiver shall occur against either party unless the right or breach being waived is expressly stated in writing and signed by the waiving party, and by the general manager of District.

32. Notices. All letters, statements, or notices required pursuant to this Lease shall be deemed effective upon receipt when personally served or sent by certified U.S. mail with return receipt requested or by courier service to the following addresses:

TO: "DISH"

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

TO: "District"

Olivenhain Municipal Water District
Attn: Kimberly A. Thorner, General Manager
1966 Olivenhain Road
Encinitas, California 92024-9761
Tel No. (760) 753-6466
Fax No: (760) 753-5640

WITH A COPY TO:

Alfred E. Smith
Nossaman LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
Tel No. (213) 612-7831
ASmith@Nossaman.com

33. No Joint Venture. Nothing in this Lease is intended to create a joint venture, partnership, or common enterprise relationship of any kind between the District and DISH.

34. Time of Essence. The parties agree that time is of the essence as to all matters specified in this Lease.

35. Memorandum of Lease. District and DISH agree to execute a Memorandum of Lease, as shown on Exhibit "D", attached hereto and incorporated herein by reference, that DISH may record at DISH's sole cost and expense. In the event DISH records such Memorandum of Lease, and upon the expiration or earlier termination of the Lease, DISH shall promptly execute and record, at DISH's sole cost and expense, a notice of lease termination or similar agreement

evidencing the termination or release of DISH's leasehold interest in the Premises. Should DISH fail to remove such recording within six (6) months of expiration or termination of the leasehold interest, District may remove the recording of the Memorandum of Lease and DISH will reimburse District for any reasonable fees incurred within thirty (30) days receipt of the District's invoice and supporting documentation.

36. Effective Date. The "Effective Date" of this Lease is the date the last party executes this Lease below.

[Remainder of page intentionally left blank. Signature page follows]

“District”:

OLIVENHAIN MUNICIPAL WATER DISTRICT, a Municipal Water District organized and existing under the Municipal Water District Act of 1911, as amended, a public agency organized and operating pursuant to California Water Code Sections 71000 et seq.

By _____
Kimberly A Thorner, Esq.,
General Manager

Date: _____

“DISH”:

DISH WIRELESS, L.L.C., a Colorado limited liability company

By _____

Name _____

Its _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL B AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR BOUNDARY ADJUSTMENT, DATED SEPTEMBER 30, 1988, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS DOCUMENT NUMBER 88-499089, OFFICIAL RECORDS, BEING A PORTION OF LOT NUMBER 452 OF COUNTY OF SAN DIEGO TRACT 3877-4, MAP NUMBER 9755, RECORDED IN THE OFFICE OF SAID COUNTY RECORDER, AUGUST 13, 1980 AS FILE NUMBER 80-257505, OFFICAL RECORDS AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED IN THE OFFICE OF SAID COUNTY RECORDER, APRIL 13, 1983 AS DOCUMENT NUMBER 83-116767, OFFICIAL RECORDS, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING THE SOUTHEAST CORNER OF SAID LOT 452 OF SAID MAP 9755; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID SOUTHERLY LINE BEING THE SOUTHERLY LINE OF SAID LOT 452, NORTH 89°45'23" WEST 295.55 FEET TO A POINT THAT BEARS SOUTH 89°45'23" 75.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID LOT 452, SAID CORNER BEING THE SOUTHEAST CORNER OF SAID GRANT DEED RECORDED APRIL 13, 1983 AS DOCUMENT NUMBER 83-116767, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE NORTH 45°04'19" WEST 106.65 FEET TO A POINT ON A WESTERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID LINE BEING A WESTERLY LINE OF SAID LOT 452, SAID LINE BEING THE EASTERLY LINE OF SAID GRANT DEED; THENCE NORTHERLY ALONG SAID WESTERLY LINE, NORTH 0°23'15" WEST 110.00 FEET TO A POINT THAT BEARS SOUTH 0°23'15" EAST 75.00 FEET SOUTHERLY OF A ANGLE POINT CORNER OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING A ANGLE POINT CORNER OF SAID LOT 452, SAID CORNER BEING THE NORTHEAST CORNER OF SAID GRANT DEED; THENCE LEAVING SAID WESTERLY LINE, NORTH 45°04'19" WEST 106.65 FEET TO A SOUTHERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID LINE BEING A SOUTHERLY LINE OF SAID LOT 452, SAID LINE BEING THE NORTHERLY LINE OF SAID GRANT DEED; THENCE WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89° 45'23" WEST 125.01 FEET TO THE NORTHWEST CORNER OF SAID GRANT DEED; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID GRANT DEED, SOUTH 0° 23'15" EAST 260.00 FEET TO THE SOUTHWEST CORNER OF SAID GRANT DEED; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID GRANT DEED SOUTH 89°45'23" EAST 200.01 FEET TO THE SOUTHEAST CORNER OF SAID GRANT DEED, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID PARCEL B OF SAID

CERTIFICATE OF COMPLIANCE, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID LOT 452; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SOUTH 89°45'23" EAST 75.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 1.194 ACRES

PARCEL ID: 269-193-64-00

EXHIBIT "B"
PROPOSED COMMUNICATIONS FACILITIES



DISH Wireless L.L.C. SITE ID:

SDSAN00373A

DISH Wireless L.L.C. SITE ADDRESS:

**17267 CIRCA ORIENTE
SAN DIEGO, CA 92014**

CALIFORNIA - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2019 CALIFORNIA BUILDING CODE (CBC)/2018 IBC
MECHANICAL	2019 CALIFORNIA MECHANICAL CODE (CMC)/2018 UMC
ELECTRICAL	2019 CALIFORNIA ELECTRICAL CODE (CEC)/2017 NEC

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL AND ENLARGED SITE PLAN
A-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE
A-3	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-4	EQUIPMENT DETAILS
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	RF SIGNAGE
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES
GN-5	GENERAL NOTES

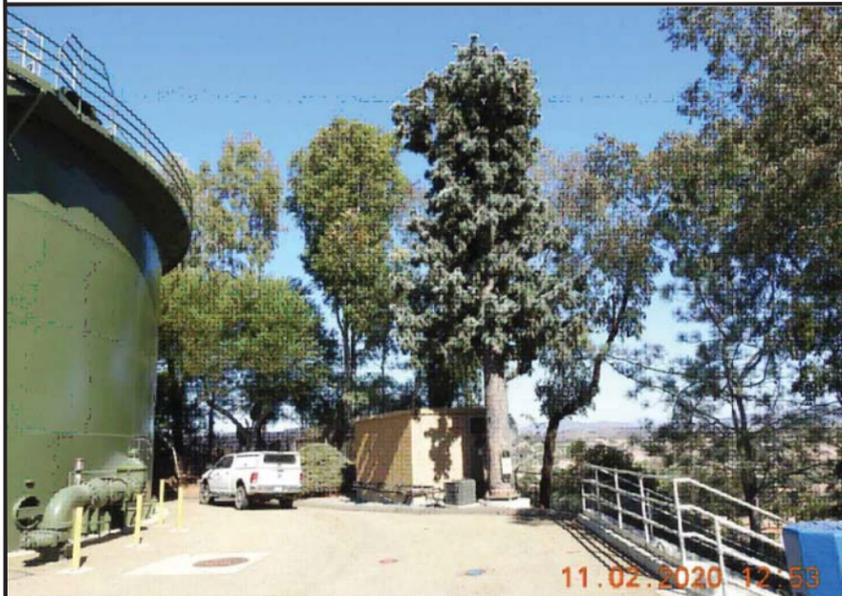
SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- TOWER SCOPE OF WORK:**
- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
 - INSTALL (3) PROPOSED TOWER T-ARM MOUNT (1 PER SECTOR)
 - INSTALL PROPOSED JUMPERS
 - INSTALL (6) PROPOSED RRU's (2 PER SECTOR)
 - INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
 - INSTALL (1) PROPOSED HYBRID CABLE

- GROUND SCOPE OF WORK:**
- INSTALL (1) PROPOSED CONCRETE PAD
 - INSTALL (1) PROPOSED PPC CABINET
 - INSTALL (1) PROPOSED EQUIPMENT CABINET
 - INSTALL (1) PROPOSED POWER CONDUIT
 - INSTALL (1) PROPOSED TELCO CONDUIT
 - INSTALL (1) PROPOSED TELCO-FIBER BOX
 - INSTALL (1) PROPOSED GPS UNIT
 - INSTALL (1) PROPOSED SAFETY SWITCH (IF REQUIRED)
 - INSTALL (1) PROPOSED FIBER CABINET (IF REQUIRED)
 - INSTALL (1) PROPOSED METER SOCKET
 - UG TRENCHING FOR POWER AND TELCO/FIBER
 - INSTALL CMU ENCLOSURE

SITE PHOTO



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF CALIFORNIA
(800) 642-2444
WWW.CALIFORNIA811.ORG



CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER: OLIVENHAIN MUNICIPAL WATER DISTRICT
ADDRESS: 1966 OLIVENHAIN RD
ENCINITAS, CA 92024

TOWER TYPE: MONOPINE

TOWER CO SITE ID: 827634

TOWER APP NUMBER: 557167

COUNTY: SAN DIEGO

LATITUDE (NAD 83): 32° 59' 35.63" N
32.993231 N

LONGITUDE (NAD 83): 117° 10' 19.45" W
117.172069 W

ZONING JURISDICTION: SAN DIEGO COUNTY

ZONING DISTRICT: RR

PARCEL NUMBER: 2691936400

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: V-B

POWER COMPANY: SDG&E

TELEPHONE COMPANY: T.B.D

PROJECT DIRECTORY

APPLICANT: DISH Wireless L.L.C.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TOWER OWNER: CROWN CASTLE
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
(877) 486-9377

SITE DESIGNER: B+T GROUP
1717 S. BOULDER AVE, SUITE 300
TULSA, OK 74119
(918) 587-4630

SITE ACQUISITION: ANDREW MAGOON
ANDREW.MAGOON@CROWNCastle.COM

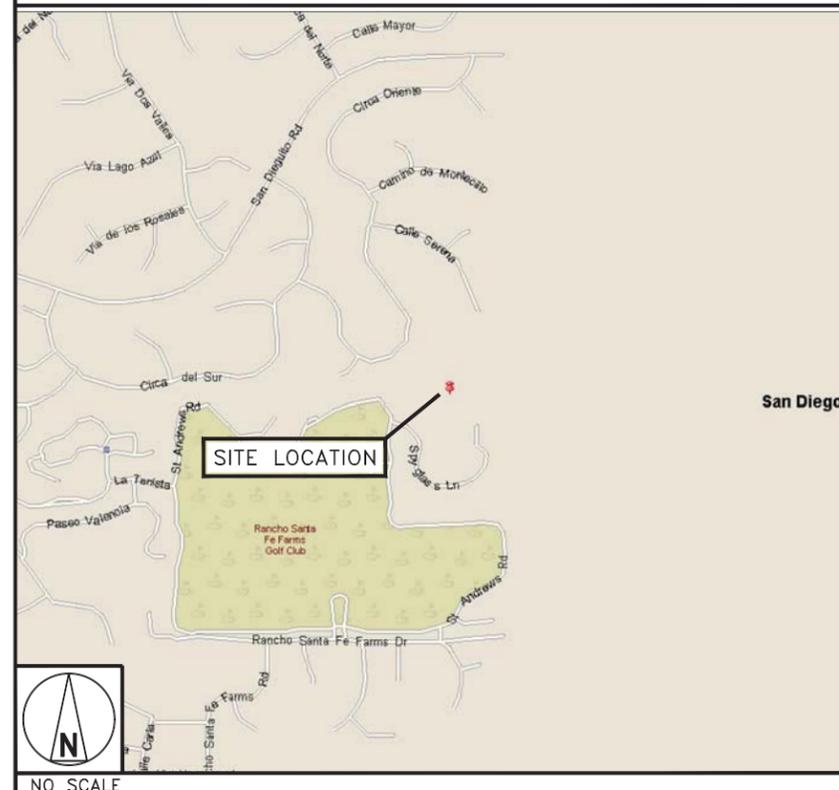
CONSTRUCTION MANAGER: PAUL HOKENESS
PAUL.HOKENESS@DISH.COM

RF ENGINEER: LALAINE BERBA
(760) 250-0895

DIRECTIONS

DIRECTIONS FROM SAN DIEGO INTERNATIONAL AIRPORT:
BEAR LEFT (SOUTH-WEST) ONTO LOCAL ROAD(S). TURN LEFT (EAST) ONTO N HARBOR DR. TURN LEFT (NORTH) ONTO W LAUREL ST. TURN LEFT (NORTH) ONTO INDIA ST. TAKE RAMP (LEFT) ONTO I-5 [SAN DIEGO FWY]. TAKE RAMP (RIGHT) ONTO I-5 LOCAL BYPAT EXIT 33A, TURN RIGHT ONTO RAMP. KEEP RIGHT TO STAY ON RAMP. TAKE RAMP (LEFT) ONTO CA-56 [TED WILLIAMS PKWY]. AT EXIT 3, KEEP RIGHT ONTO RAMP. TURN LEFT (NORTH) ONTO CARMEL VALLEY RD. BEAR RIGHT (EAST) ONTO CARMEL VALLEY RD [BLACK MOUNTAIN RD]. TURN LEFT (NORTH) ONTO RANCHO SANTA FE FARMS RD. TURN RIGHT (EAST) ONTO RANCHO SANTA FE FARMS DR. TURN LEFT (NORTH) ONTO ST ANDREWS RD. TURN RIGHT (EAST) ONTO SPYGLASS LN. BEAR LEFT (NORTH-WEST) ONTO LOCAL ROAD(S). ARRIVE AT SDSAN00373A.

VICINITY MAP



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com



2/22/22

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JJR	JJR	MDW

RFDS REV #: 1.0

CONSTRUCTION DOCUMENTS

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1	2/2/22	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
150625.001.01

DISH Wireless L.L.C.
PROJECT INFORMATION

SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

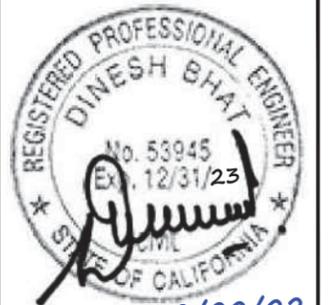
NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

dish
wireless.

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LITTLETON, CO 80120

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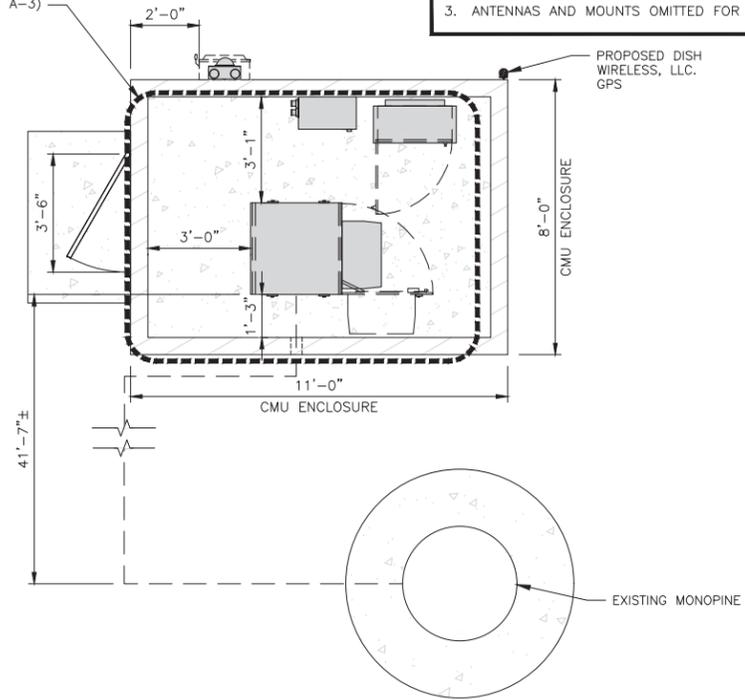
SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
OVERALL AND ENLARGED
SITE PLAN

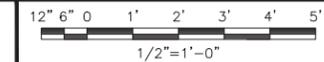
SHEET NUMBER

A-1

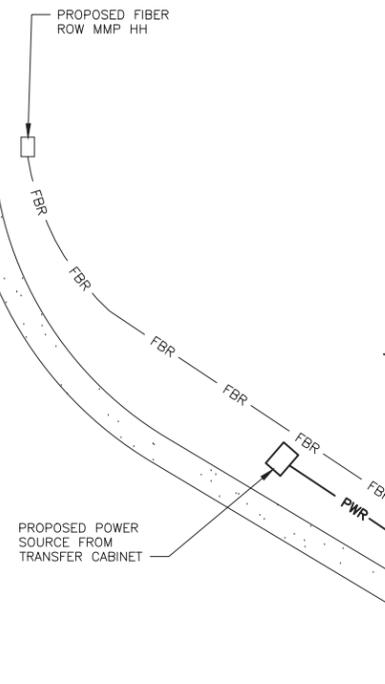
SEE EQUIPMENT LAYOUT (SHEET A-3)



ENLARGED SITE PLAN

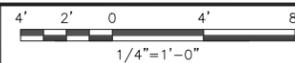
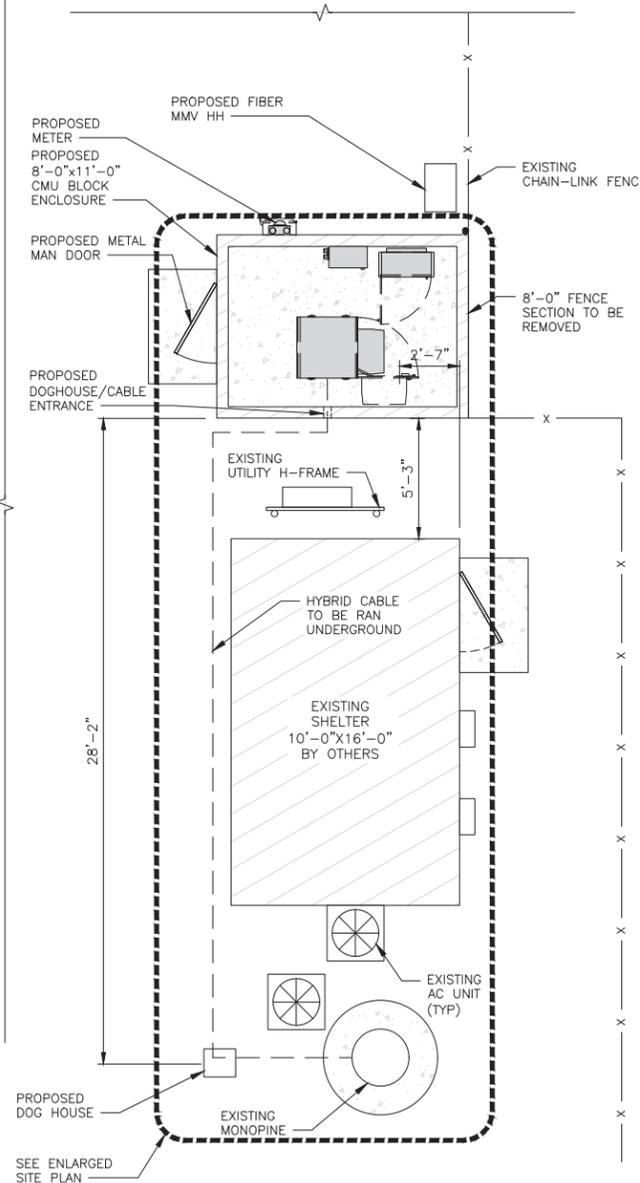


2



OVERALL SITE PLAN

1
A-2



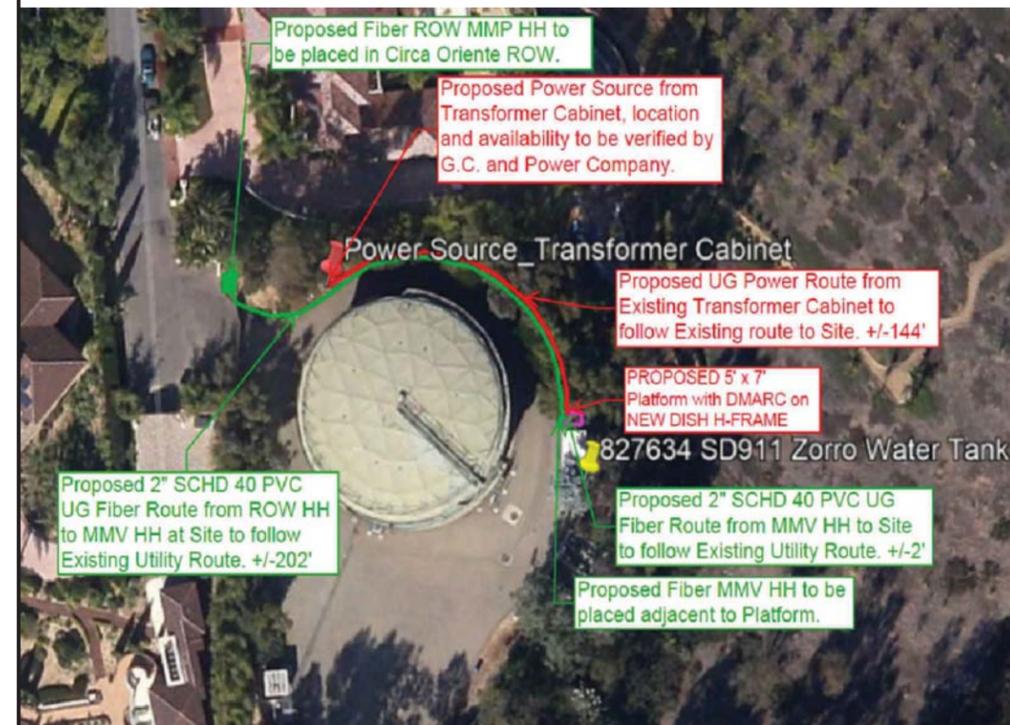
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OVERALL UTILITY PLAN

NO SCALE

3



OVERALL UTILITY PLAN

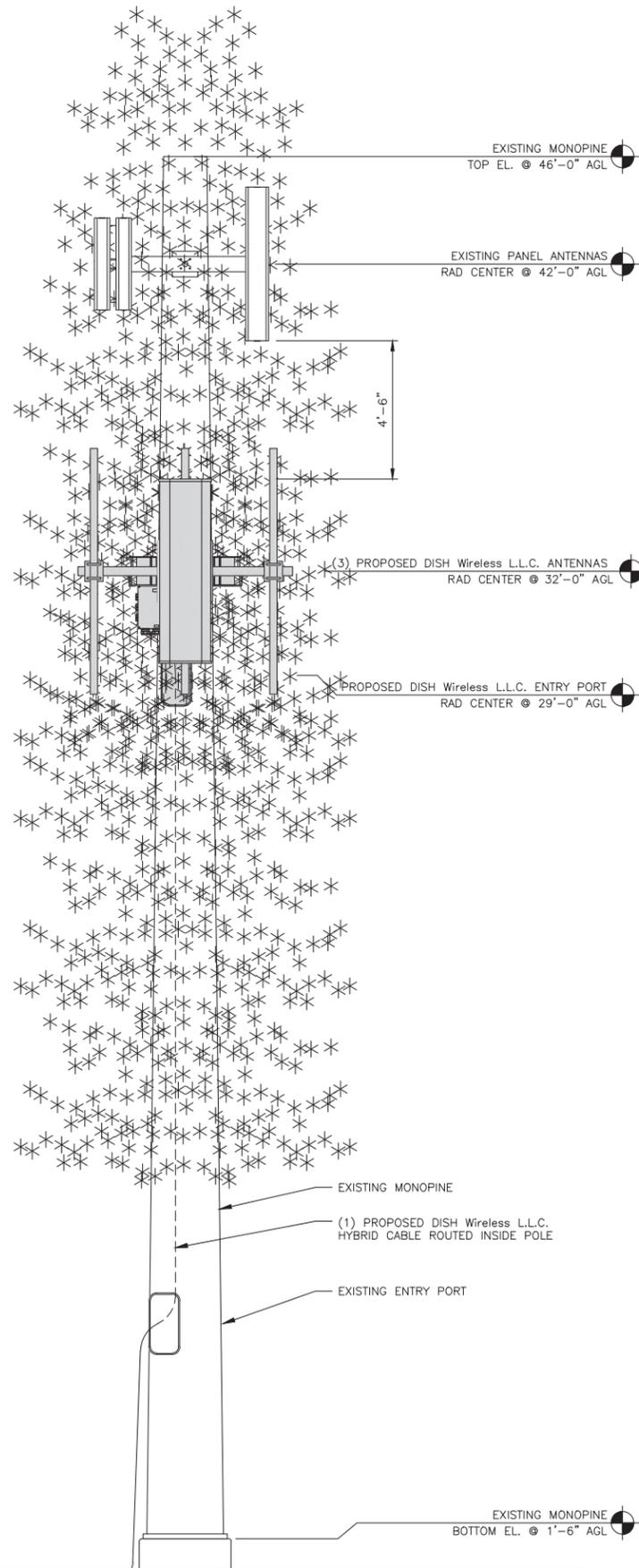
NO SCALE

3

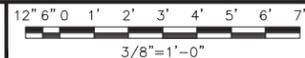


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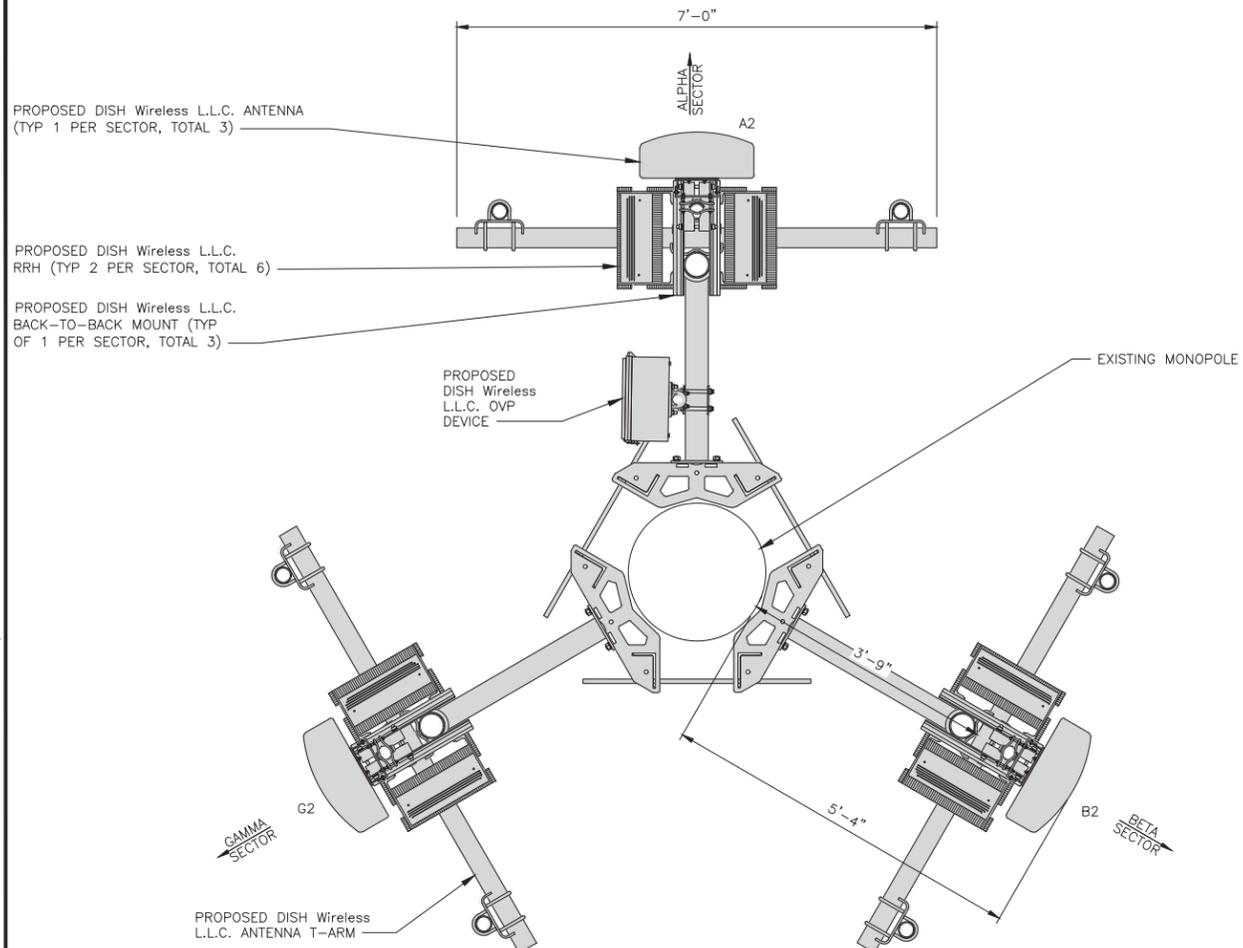
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



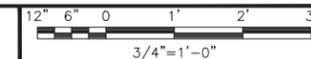
PROPOSED WEST ELEVATION



1



ANTENNA LAYOUT



2

SECTOR POS.	ANTENNA					TRANSMISSION CABLE	RRH			OVP
	EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECH	AZIMUTH	RAD CENTER		MANUFACTURER - MODEL NUMBER	TECH	POS.	
A1	--	--	--	--	--	(1) HIGH-CAPACITY HYBRID CABLE (100' LONG)	FUJITSU / TA08025-B604	5G	A2	RAYCAP RDIDC-9181-PF-48
A2	PROPOSED	COMMSCOPE-FFV4-65B-R6	5G	60°	32'-0"		FUJITSU / TA08025-B605	5G	A2	
A3	--	--	--	--	--		--	--	--	
B1	--	--	--	--	--	SHARED W/ALPHA	FUJITSU / TA08025-B604	5G	B2	SHARED W/ALPHA
B2	PROPOSED	COMMSCOPE-FFV4-65B-R6	5G	80°	32'-0"		FUJITSU / TA08025-B605	5G	B2	
B3	--	--	--	--	--		--	--	--	
C1	--	--	--	--	--	SHARED W/ALPHA	FUJITSU / TA08025-B604	5G	C2	SHARED W/ALPHA
C2	PROPOSED	COMMSCOPE-FFV4-65B-R6	5G	300°	32'-0"		FUJITSU / TA08025-B605	5G	C2	
C3	--	--	--	--	--		--	--	--	

- NOTES**
1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

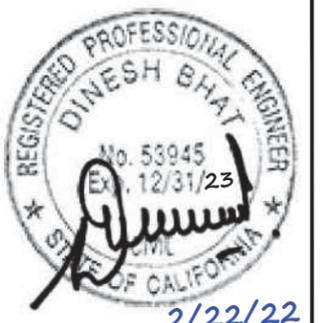
ANTENNA SCHEDULE

NO SCALE

3



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RFDS REV #: 1.0

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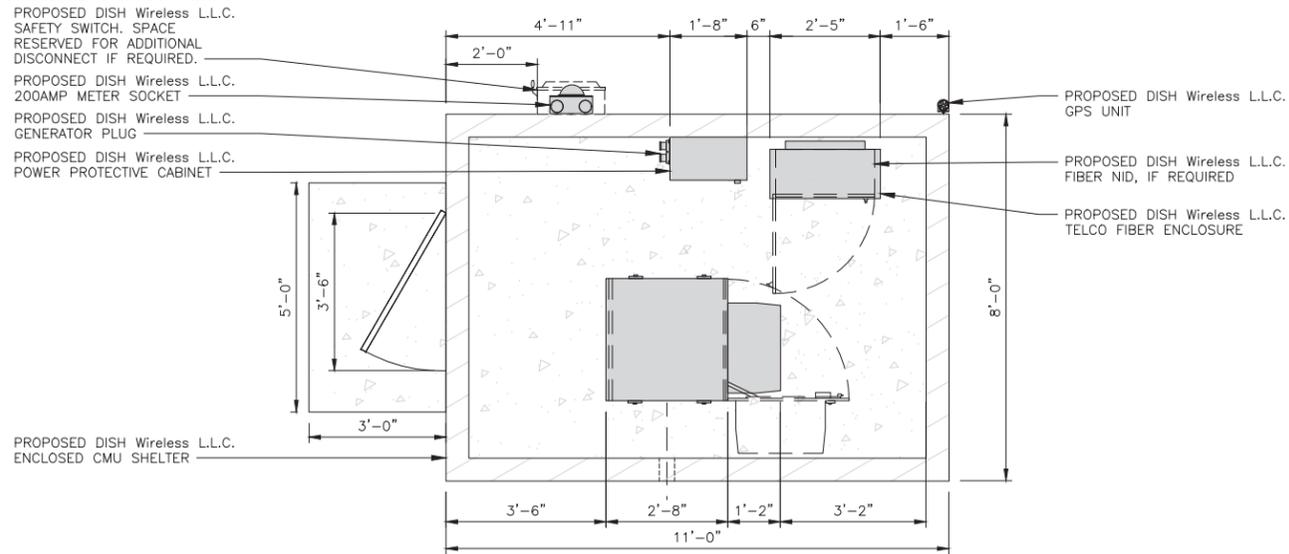
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DISH Wireless L.L.C.
PROJECT INFORMATION
SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
ELEVATION, ANTENNA LAYOUT AND SCHEDULE

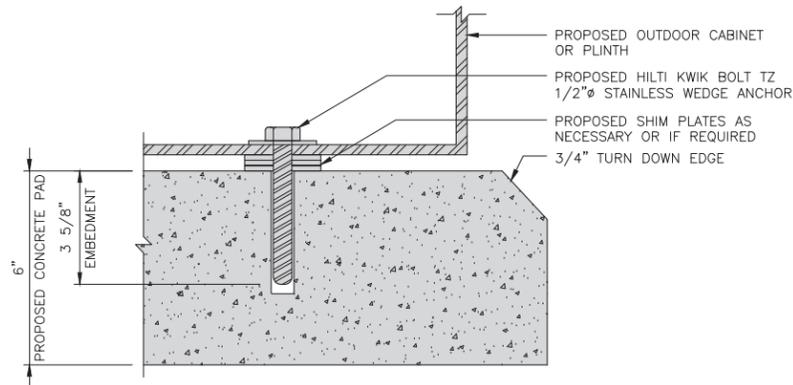
SHEET NUMBER
A-2



SHELTER EQUIPMENT PLAN

12" 9" 6" 3" 0 1' 2'
1"=1'-0"

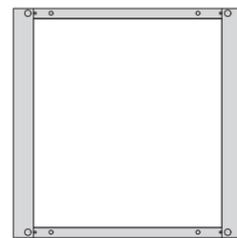
1



TYPICAL OUTDOOR EQUIPMENT TO CONCRETE SLAB ANCHORAGE

NO SCALE 2B

CHARLES INDUSTRY
LT-97-002422 PLINTH KIT
DIMENSIONS (HxWxD): 6"x 32"x 32"
NOTE: GASKET AND MOUNTING HARDWARE INCLUDED



PLAN



FRONT/BACK



SIDE

NOT USED

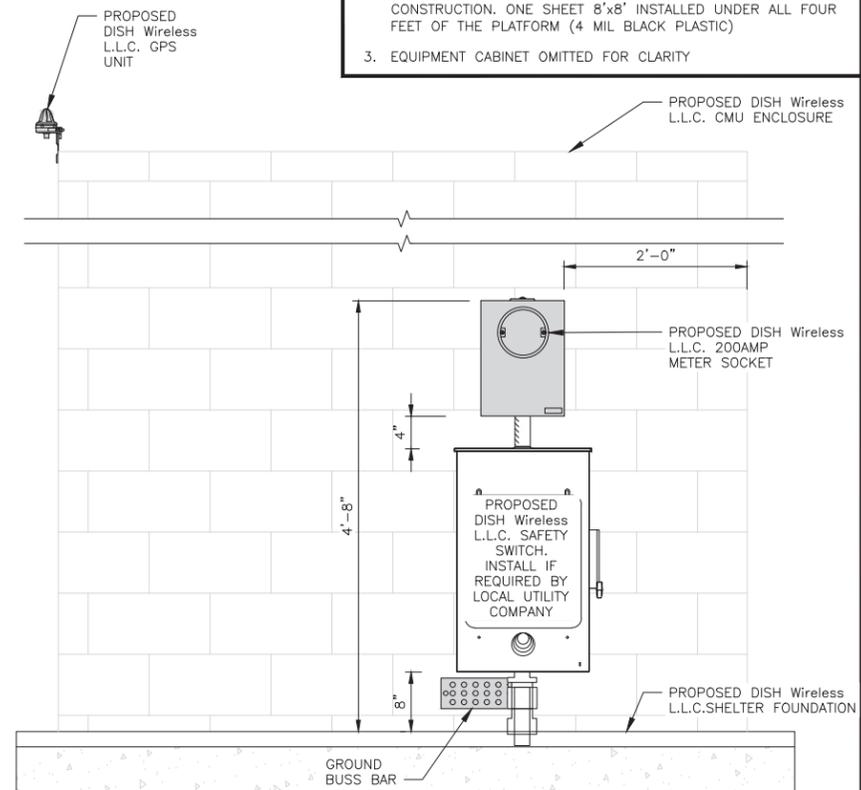
3

CABINET DETAIL

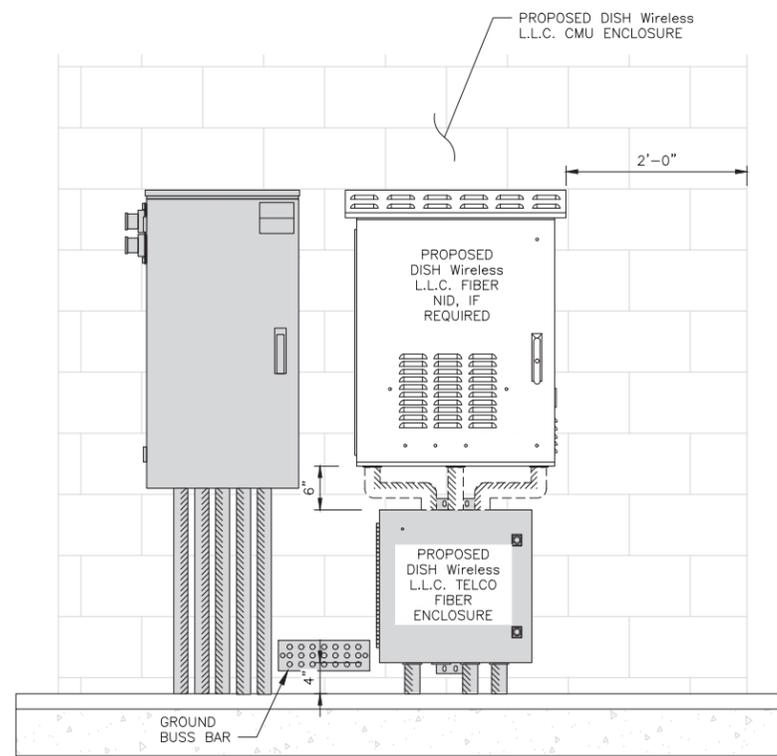
NO SCALE 4

NOTES

1. CONTRACTOR TO BURY PLATFORM FEET WITH A MINIMUM OF 2" OF FILL PER EXISTING SITE SURFACE
2. WEED BARRIER FABRIC TO BE ADDED AT DISCRETION OF DISH Wireless L.L.C. CONSTRUCTION MANAGER AT TIME OF CONSTRUCTION. ONE SHEET 8'x8' INSTALLED UNDER ALL FOUR FEET OF THE PLATFORM (4 MIL BLACK PLASTIC)
3. EQUIPMENT CABINET OMITTED FOR CLARITY



OUTSIDE ELEVATION



INSIDE ELEVATION

12" 9" 6" 3" 0 1' 2'
1"=1'-0"

WALL MOUNTED EQUIPMENT ELEVATION

5



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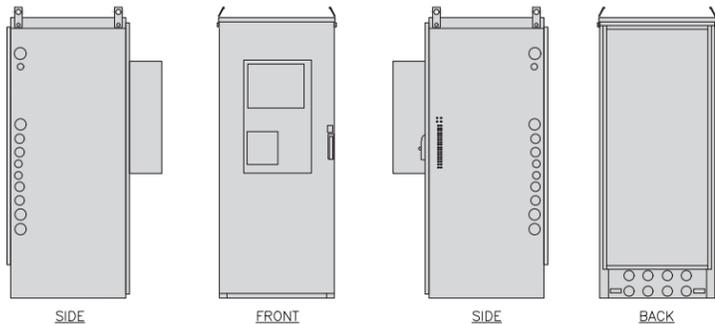
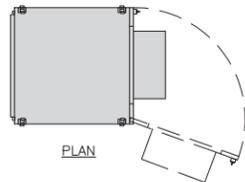
DISH Wireless L.L.C.
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SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
EQUIPMENT PLATFORM AND H-FRAME DETAILS

SHEET NUMBER

A-3

ENERSYS HVAC CABINET 2000005995	
DIMENSIONS (HxWxD):	73"x30"x32"
WEIGHT EMPTY:	371 lbs
HVAC	600W
POWER SYSTEM	-48V ALPHA/600A

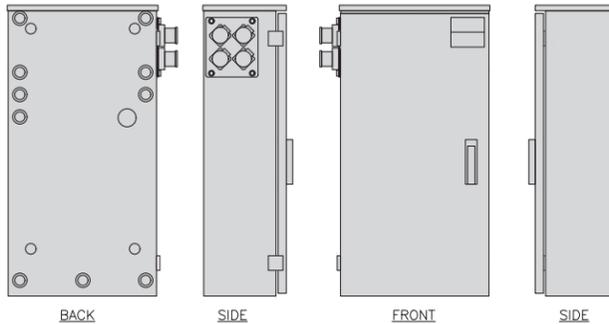
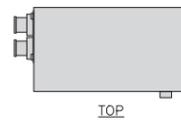


CABINET DETAIL

NO SCALE

1

RAYCAP PPC RDIAC-2465-P-240-MTS	
ENCLOSURE DIMENSIONS (HxWxD):	39"x22.855"x12.593
WEIGHT:	80 lbs
OPERATING AC VOLTAGE	240/120 1 PHASE 3W+G

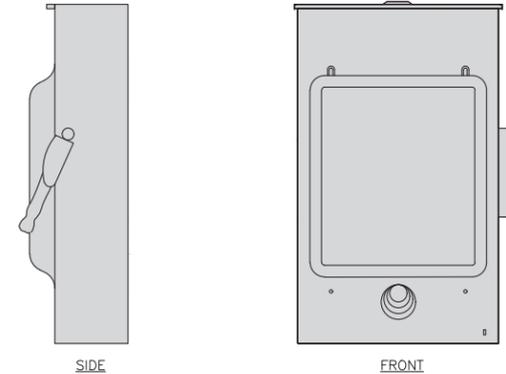
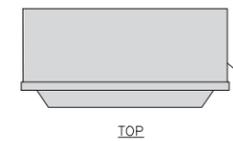


POWER PROTECTION CABINET (PPC) DETAIL

NO SCALE

2

SQUARE D SAFETY SWITCHES D224NRB	
ENCLOSURE DIM (HxWxD)	29.25"x19.00"x8.50"
ENCLOSURE TYPE	NEMA 3R RAINPROOF
UL LISTED	FILE E-2875

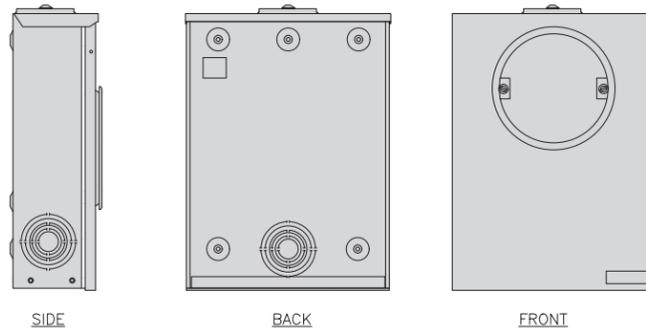
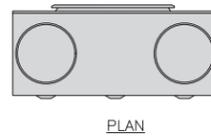


SAFETY SWITCH DETAIL

NO SCALE

3

EATON METER SOCKET 78205159005 - 124 TB	
METER SOCKET TYPE	RING
ENCLOSURE DIM (HxWxD)	30"x14"x6"
MAIN AMPERE RATING	200A

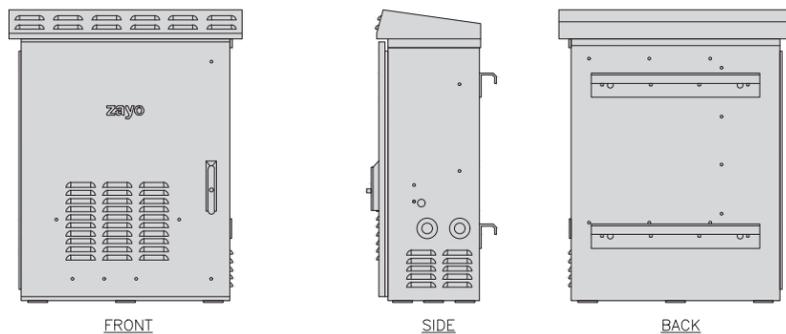
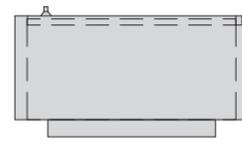


METER SOCKET DETAIL

NO SCALE

4

FIBER CABINET LEFT SWING DOOR ("LIT" SITES)	
DIMENSIONS (HxWxD)	36.115"x29"x12.9"
WEIGHT	85 LBS
POWER INPUT	20A, -48VDC

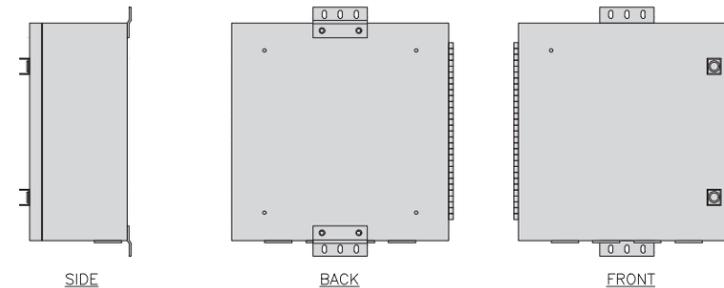
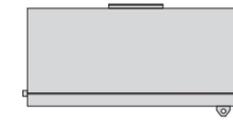


NETWORK INTERFACE UNIT DETAIL

NO SCALE

5

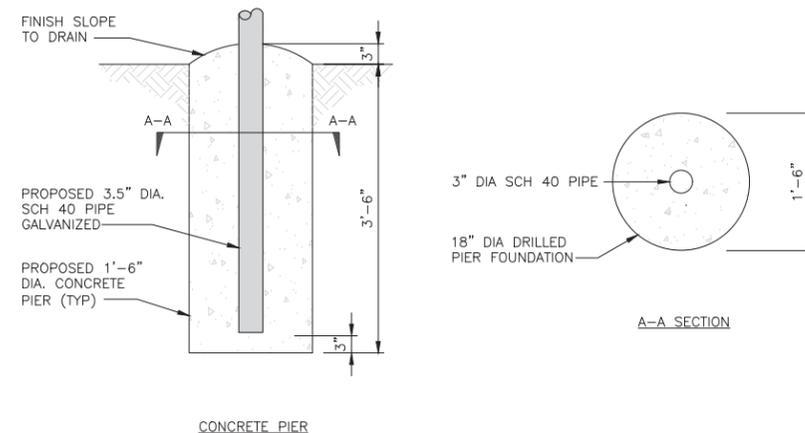
CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE	
ENCLOSURE DIMS (HxWxD)	20"x20"x9"
ENCLOSURE WEIGHT	20 lbs
MOUNTING	WALL
COMPLIANCE	TYPE 4



FIBER TELCO ENCLOSURE DETAIL

NO SCALE

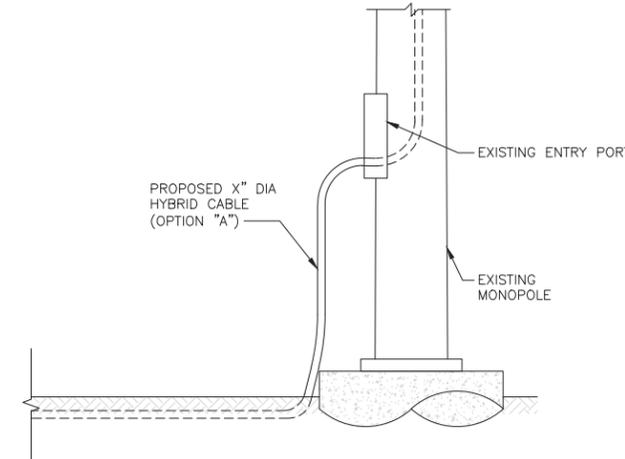
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TYPICAL ICE BRIDGE CONCRETE PIER DETAIL

NO SCALE

8



HYBRID CABLE RUN

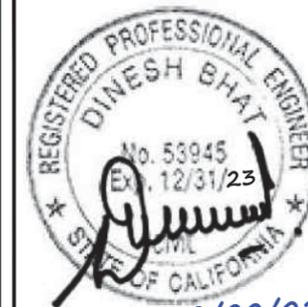
NO SCALE

9

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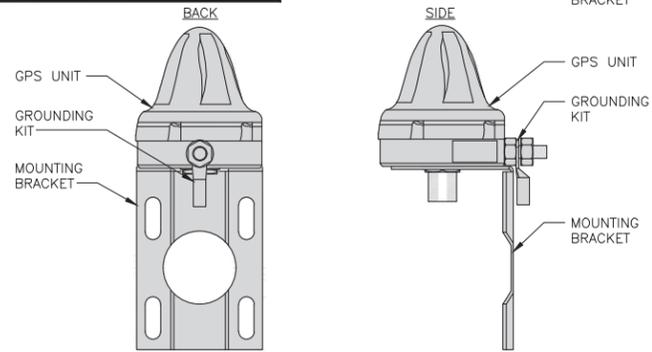
A-4

NOT USED

NO SCALE

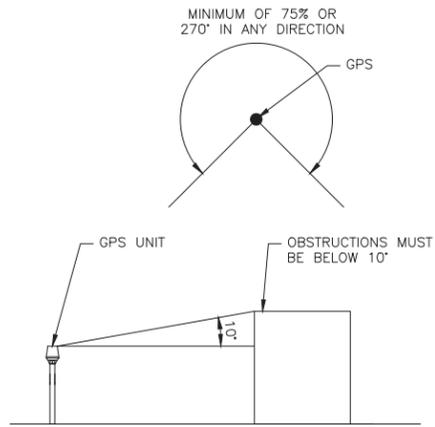
7

ROSENBERGER GPSGLONASS-36-N-S	
DIMENSION (DIA x H)	69mm x 98.5mm
WEIGHT (WITH ACCESSORIES)	515.74g
CONNECTOR	N-FEMALE
FREQUENCY RANGE	1559 MHz ~ 1610.5MHz



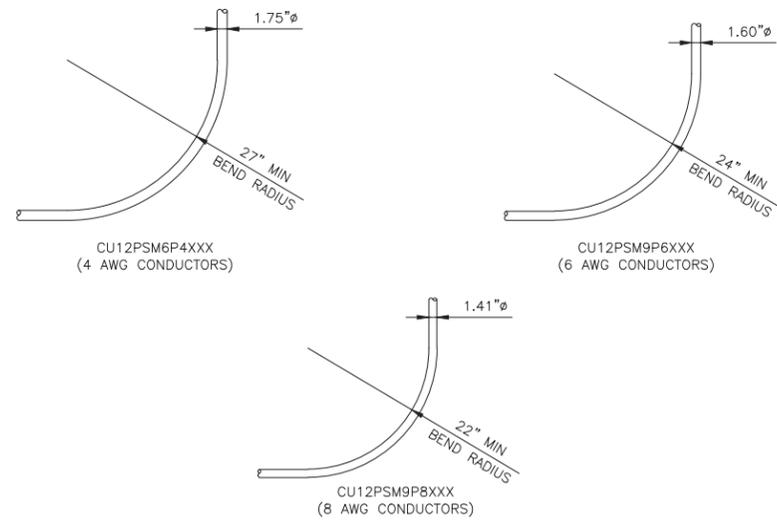
GPS ANTENNA DETAIL

NO SCALE 1



GPS MINIMUM SKY VIEW REQUIREMENTS

NO SCALE 2



CABLES UNLIMITED HYBRID CABLE
MINIMUM BEND RADIUSES

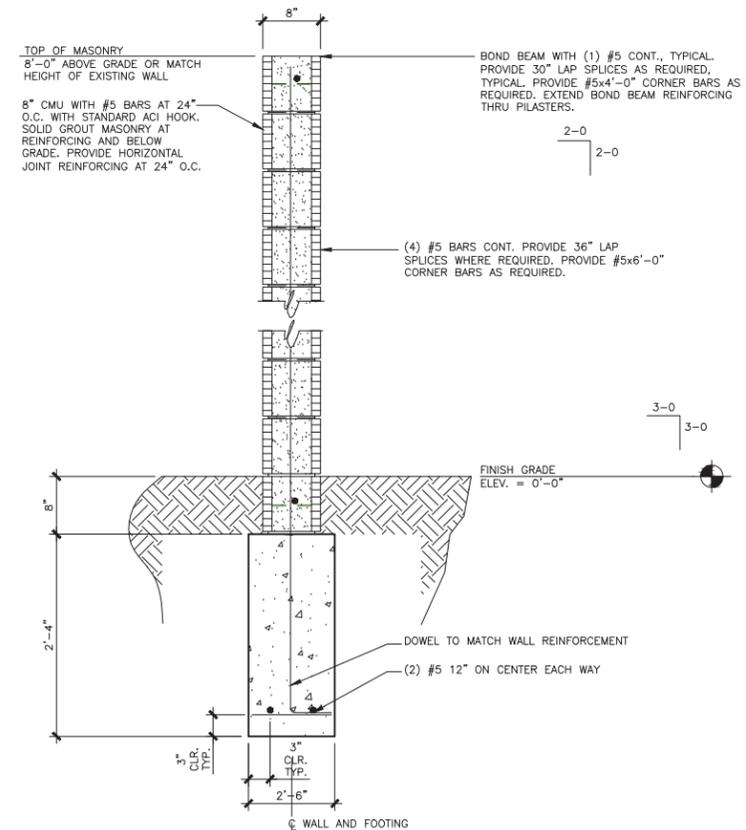
NO SCALE 3

NOT USED

NO SCALE 4

NOT USED

NO SCALE 5



8' CMU WALL DETAIL

NO SCALE 8

NOT USED

NO SCALE 6

NOT USED

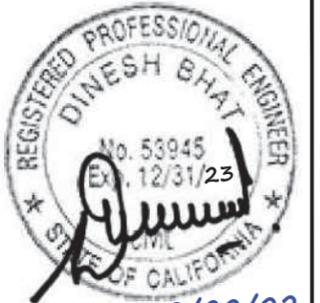
NO SCALE 7



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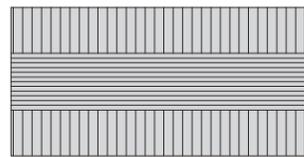
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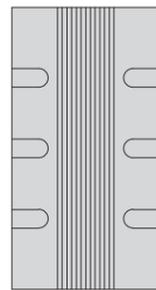
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A-5

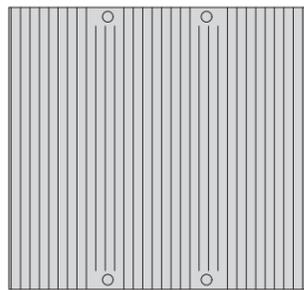
FUJITSU TA08025-B604 RRH	
DIMENSIONS (HxWxD) (KG/IN)	380x400x200/14.9"x15.7"x7.8"
WEIGHT(KG,LB)/ VOLUME	29kg,63.9lb/ 30L
POWER SUPPLY	DC-58~-36V



PLAN

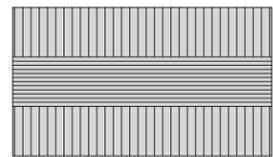


SIDE

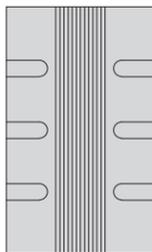


FRONT

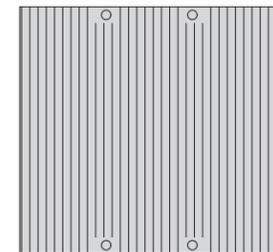
FUJITSU TA08025-B605 RRH	
DIMENSIONS (HxWxD) (KG/IN)	380x400x230/14.9"x15.7"x9.0"
WEIGHT(KG,LB)/ VOLUME	34kg,74.9lb/ 35L
POWER SUPPLY	DC-58~-36V



PLAN



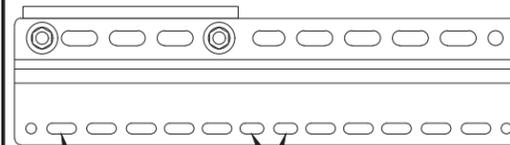
SIDE



FRONT

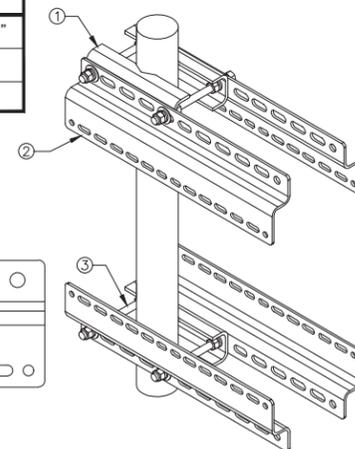
SABRE INDUSTRIES RRU BRACKET MOUNT C10123155	
DIMENSIONS (HxWxD) (1 BRACKET)	5"x20"x1-13/16"
WEIGHT (FULL ASSEMBLY)	35.79 lbs
PACKAGE QUANTITY	4

ITEM#	DESCRIPTION
1	PLATE, CHANNEL BRACKET
2	RRH Z BRACKET, 3/16"
3	THREADED ROD ASSEMBLY 1/2"x12"



11MM x 30MM SLOTS
40MM ON CENTER

11MM x 24MM SLOTS



REMOTE RADIO HEAD DETAIL

NO SCALE

1

REMOTE RADIO HEAD DETAIL

NO SCALE

2

REMOTE RADIO MOUNT DETAIL

NO SCALE

3

COMMSCOPE FFV4-65B-R6 ANTENNA	
DIMENSIONS (HxWxD)	72.0"x19.60"x7.80"
TOTAL WEIGHT	96.80 LB
RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE



PLAN



BACK



SIDE



FRONT

ANTENNA DETAIL

NO SCALE

4

NOT USED

NO SCALE

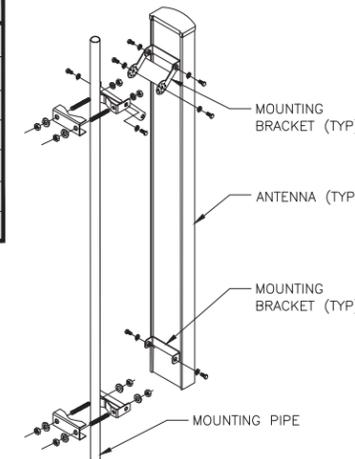
5

ANTENNA MOUNTING DETAIL

NO SCALE

6

M04 MOUNTING BRACKET HPA-33R-BUU-H4-K	
WIDTH	5" (135mm)
DEPTH	2" (51mm)
HEIGHT	8" (213mm)
TOTAL WEIGHT (WITH BRACKETS)	1.5 LBS (15.50 Kg)
HOUSING MATERIAL	ASA/ABS/ALUMINUM
RADOME COLOR	LIGHT GRAY
CONNECTOR	1X8-PIN DAISY CHAIN



MOUNTING BRACKET (TYP)

ANTENNA (TYP)

MOUNTING BRACKET (TYP)

MOUNTING PIPE



2/22/22

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JJR JJR MDW

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A&E PROJECT NUMBER

150625.001.01

DISH Wireless L.L.C.
PROJECT INFORMATION

SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
EQUIPMENT DETAILS

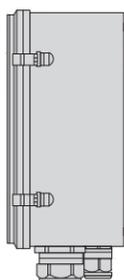
SHEET NUMBER

A-6

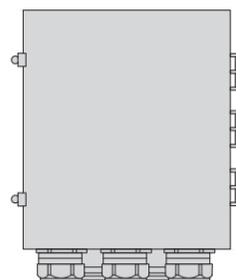
RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION (OVP)	
DIMENSIONS (HxWxD)	18.98"x14.39"x8.15"
WEIGHT	21.82 LBS



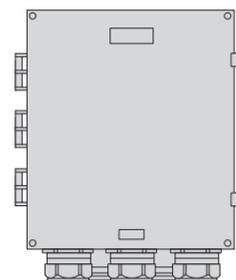
PLAN



SIDE



BACK



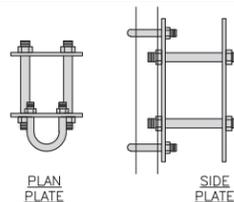
FRONT

SURGE SUPPRESSION DETAIL (OVP)

NO SCALE

7

COMMSCOPE XP-2040 CROSSOVER PLATE	
DIMENSIONS (HxW)	10"x12"
WEIGHT	11.023 LBS

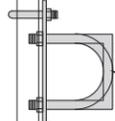


PLAN PLATE

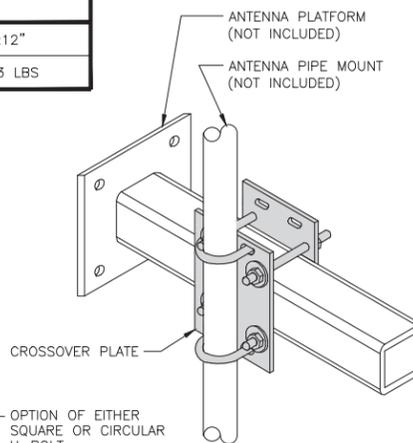
SIDE PLATE



PLAN U-BOLT



SIDE U-BOLT



ANTENNA PLATFORM (NOT INCLUDED)

ANTENNA PIPE MOUNT (NOT INCLUDED)

CROSSOVER PLATE

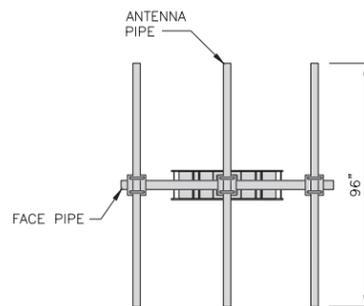
OPTION OF EITHER SQUARE OR CIRCULAR U-BOLT

RRH/OVP MOUNT DETAIL

NO SCALE

8

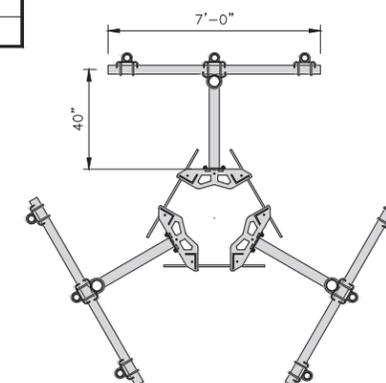
COMMSCOPE MC-K6MHDX-9-96	
FACE WIDTH	7'-0"
WEIGHT	1203.31 lbs
NOTE: 15" TO 50" O.D.	



ANTENNA PIPE

FACE PIPE

96"



7'-0"

40"

ANTENNA PLATFORM DETAIL

NO SCALE

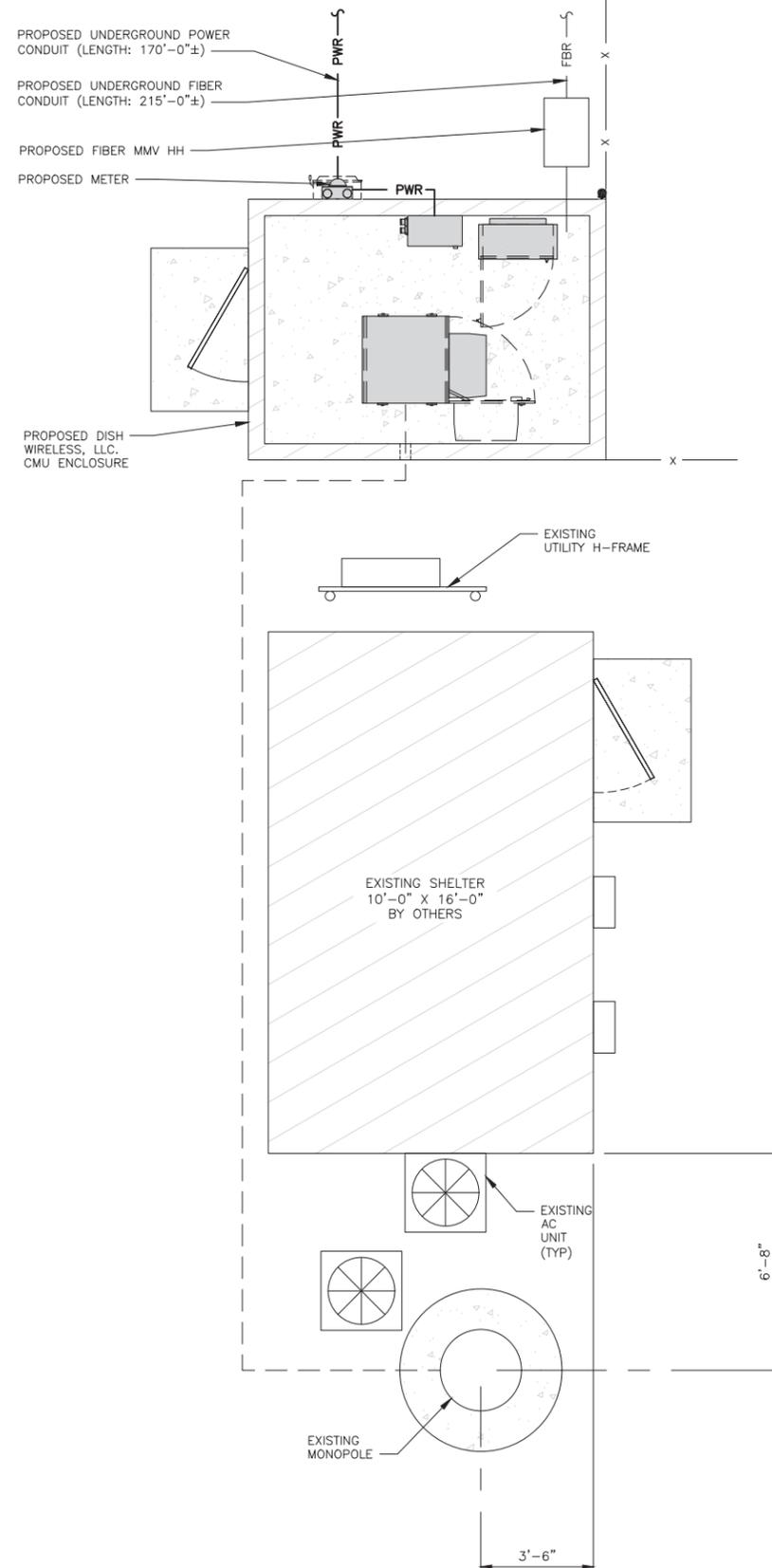
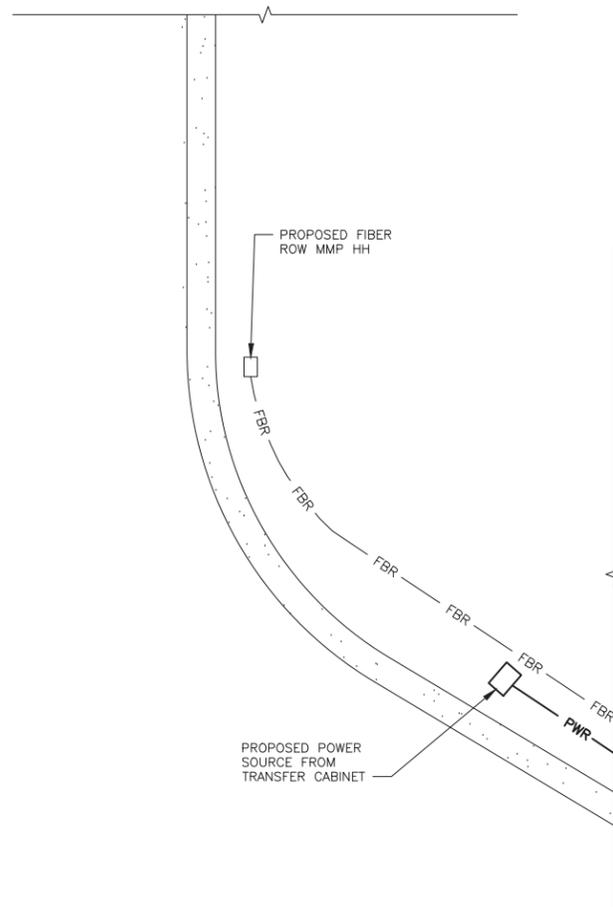
9

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
13. ALL TRENCHES IN COMPOUND ARE TO BE HAND DUG.



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JJR	JJR	MDW

RFDS REV #: 1.0

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DISH Wireless L.L.C.
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17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

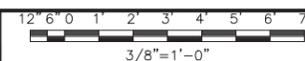
SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER

E-1



UTILITY ROUTE PLAN



1

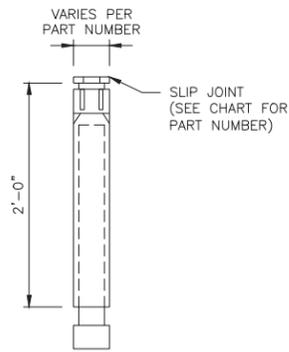
ELECTRICAL NOTES

NO SCALE

2

CARLON EXPANSION FITTINGS

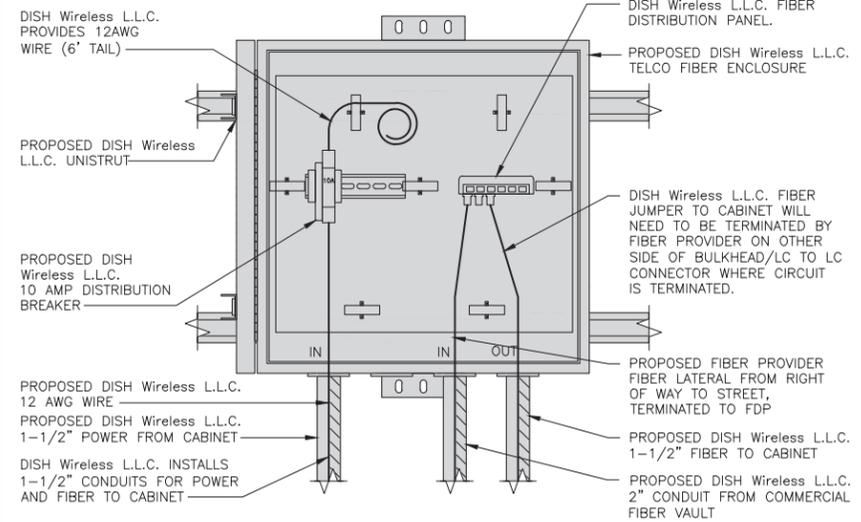
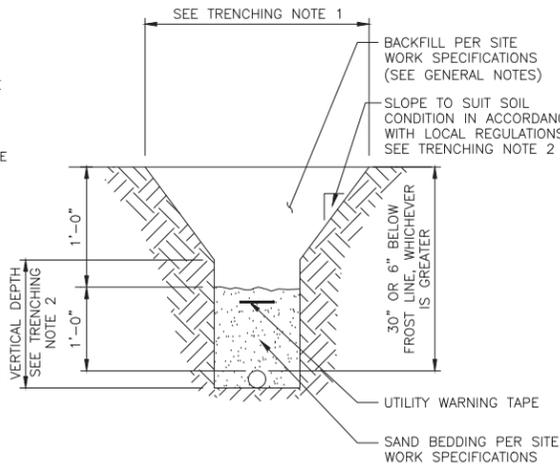
COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD CTN QTY.	TRAVEL LENGTH
E945D	E945DX	1/2"	20	4"
E945E	E945EX	3/4"	15	4"
E945F	E945FX	1"	10	4"
E945G	E945GX	1 1/4"	5	4"
E945H	E945HX	1 1/2"	5	4"
E945J	E945JX	2"	15	8"
E945K	E945KX	2 1/2"	10	8"
E945L	E945LX	3"	10	8"
E945M	E945MX	3 1/2"	5	8"
E945N	E945NX	4"	5	8"
E945P	E945PX	5"	1	8"
E945R	E945RX	6"	1	8"



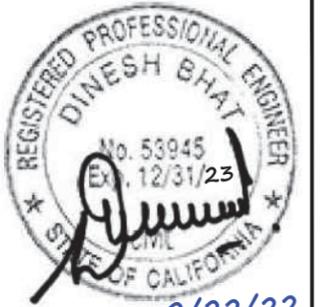
NOTE: CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.

TRENCHING NOTES

- CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING SAFETY; INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



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RFDS REV #:	1.0	

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DISH Wireless L.L.C.
PROJECT INFORMATION

SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
ELECTRICAL
DETAILS

SHEET NUMBER
E-2

EXPANSION JOINT DETAIL

NO SCALE

1

TYPICAL UNDERGROUND TRENCH DETAIL

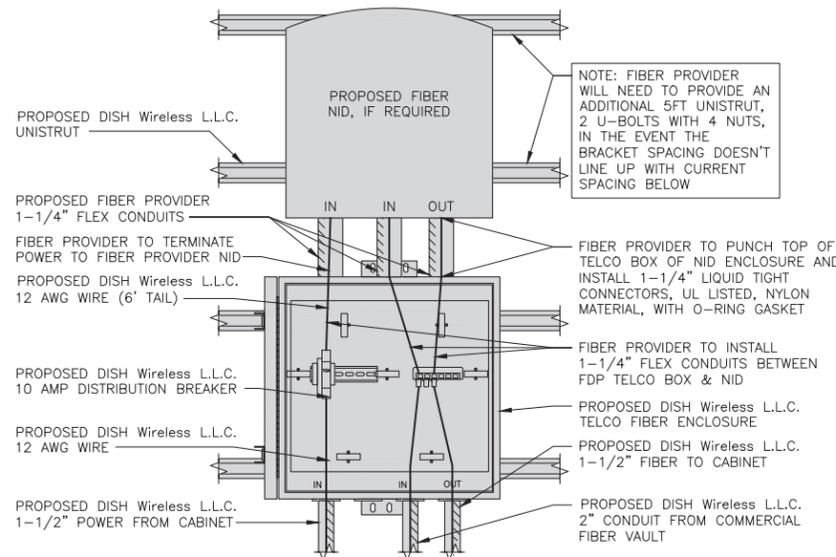
NO SCALE

2

DARK TELCO BOX – INTERIOR WIRING LAYOUT

NO SCALE

3



LIT TELCO BOX – INTERIOR WIRING LAYOUT (OPTIONAL)

NO SCALE

4

NOT USED

NO SCALE

5

NOT USED

NO SCALE

6

NOT USED

NO SCALE

7

NOT USED

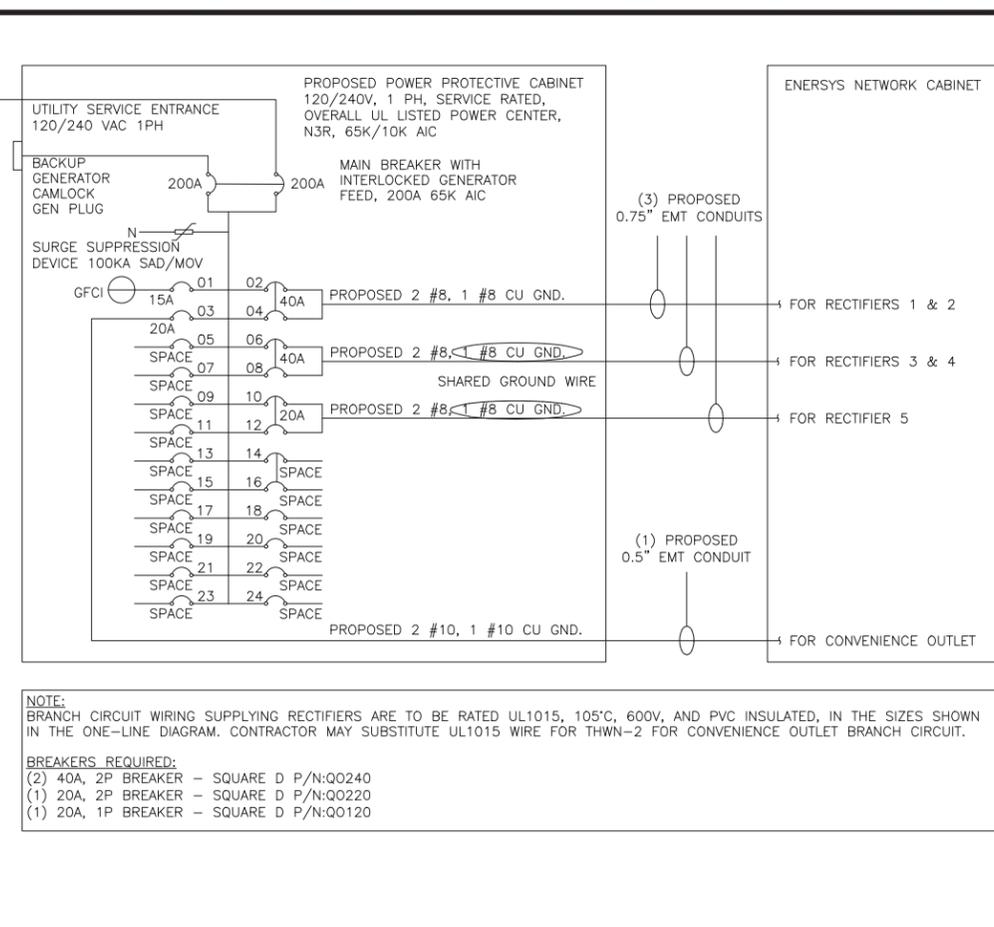
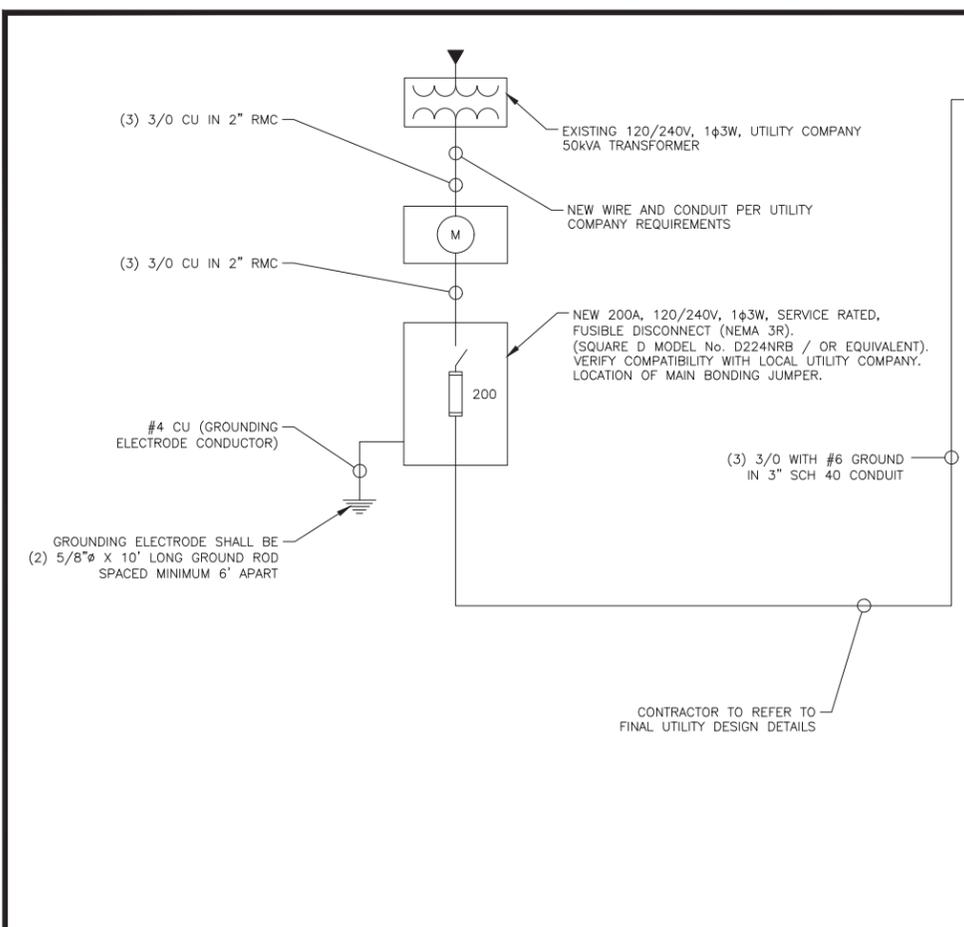
NO SCALE

8

NOT USED

NO SCALE

9



NOTES

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATINGS FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUIT AND FEEDERS COMPLY WITH THE NEC (LISTED ON T-1) ARTICLE 210.19(A)(1) FPN NO. 4.

CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358.

0.5" CONDUIT - 0.122 SQ. IN AREA
0.75" CONDUIT - 0.213 SQ. IN AREA
2.0" CONDUIT - 1.316 SQ. IN AREA
3.0" CONDUIT - 2.907 SQ. IN AREA

CABINET CONVENIENCE OUTLET CONDUCTORS (1 CONDUIT): USING THWN-2, CU.

#10 - 0.0211 SQ. IN X 2 = 0.0422 SQ. IN
#10 - 0.0211 SQ. IN X 1 = 0.0211 SQ. IN <GROUND
TOTAL = 0.0633 SQ. IN

0.5" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECTIFIER CONDUCTORS (3 CONDUITS): USING UL1015, CU.

#8 - 0.0552 SQ. IN X 2 = 0.1103 SQ. IN
#8 - 0.0131 SQ. IN X 1 = 0.0131 SQ. IN <BARE GROUND
TOTAL = 0.1234 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC FEED CONDUCTORS (1 CONDUIT): USING THWN, CU.

3/0 - 0.2679 SQ. IN X 3 = 0.8037 SQ. IN
#6 - 0.0507 SQ. IN X 1 = 0.0507 SQ. IN <GROUND
TOTAL = 0.8544 SQ. IN

3.0" SCH 40 PVC CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC ONE-LINE DIAGRAM NO SCALE 1

PROPOSED ENERSYS PANEL SCHEDULE

LOAD SERVED	VOLT AMPS (WATTS)		TRIP	CKT #	PHASE	CKT #	TRIP	VOLT AMPS (WATTS)		LOAD SERVED
	L1	L2						L1	L2	
PPC GFCI OUTLET	180	180	15A	1	A	2	40A	3840	3840	ENERSYS ALPHA CORDEX RECTIFIERS 1 & 2
ENERSYS GFCI OUTLET			20A	3	B	4	40A	3840	3840	ENERSYS ALPHA CORDEX RECTIFIER 3 & 4
-SPACE-				5	A	6	40A	3840	3840	ENERSYS ALPHA CORDEX RECTIFIER 5
-SPACE-				7	B	8	20A	1920	1920	-SPACE-
-SPACE-				9	A	10				-SPACE-
-SPACE-				11	B	12				-SPACE-
-SPACE-				13	A	14				-SPACE-
-SPACE-				15	B	16				-SPACE-
-SPACE-				17	A	18				-SPACE-
-SPACE-				19	B	20				-SPACE-
-SPACE-				21	A	22				-SPACE-
-SPACE-				23	B	24				-SPACE-
VOLTAGE AMPS	180	180						9500	9500	
200A MCB, 1ϕ, 24 SPACE, 120/240V				L1	L2					
MB RATING: 65,000 AIC				9680	9680					
				81	81					
				81	81					
				102	102					

PANEL SCHEDULE NO SCALE 2

FAULT CALCULATIONS

FAULT CURRENT VALUES BASED ON POINT-TO-POINT METHOD OF CALCULATION		F3 (SINGLE PHASE)	
F1 (SINGLE PHASE)		LOCATION: DISCONNECT	
LOCATION: TRANSFORMER		TYPE OF CONDUIT: RGS	
TRANSFORMER SIZE = 50 kVA		CONDUCTOR SIZE AND TYPE: 3/0 COPPER	
SECONDARY VOLTAGE (L-L) = 240 V		SETS OF CONDUCTORS = 1	
SECONDARY VOLTAGE (L-N) = 120 V		LENGTH OF CONDUCTORS = 10 FEET	
ISC = 14318 A		"C" VALUE = 12844	
		f(L-L) = 0.0609	
		M(L-L) = 0.9426	
		f(L-N) = 0.1081	
		M(L-N) = 0.9025	
		ISC (L-L) = 8,842 A	
		ISC (L-N) = 5,010 A	
F2 (SINGLE PHASE)		F4 (SINGLE PHASE)	
LOCATION: METER		LOCATION: 200A PPC	
TYPE OF CONDUIT: RGS		TYPE OF CONDUIT: PVC	
CONDUCTOR SIZE AND TYPE: 3/0 CU		CONDUCTOR SIZE AND TYPE: 3/0 COPPER	
SETS OF CONDUCTORS = 3		SETS OF CONDUCTORS = 1	
LENGTH OF CONDUCTORS = 170 FEET		LENGTH OF CONDUCTORS = 4 FEET	
"C" VALUE = 12844		"C" VALUE = 13923	
f(L-L) = 0.5264		f(L-L) = 0.0212	
M(L-L) = 0.6551		M(L-L) = 0.9793	
f(L-N) = 1.5792		f(L-N) = 0.0635	
M(L-N) = 0.3877		M(L-N) = 0.9403	
ISC (L-L) = 9,380 A		ISC (L-L) = 8,659 A	
ISC (L-N) = 5,551 A		ISC (L-N) = 4,711 A	

FAULT CALCULATIONS NO SCALE 3

dish wireless.

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LITTLETON, CO 80120

B+T GRP
1717 S. BOULDER SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

REGISTERED PROFESSIONAL ENGINEER
DINESH BHAT
No. 53945
Exp. 12/31/23
2/22/22

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RFDS REV #: 1.0

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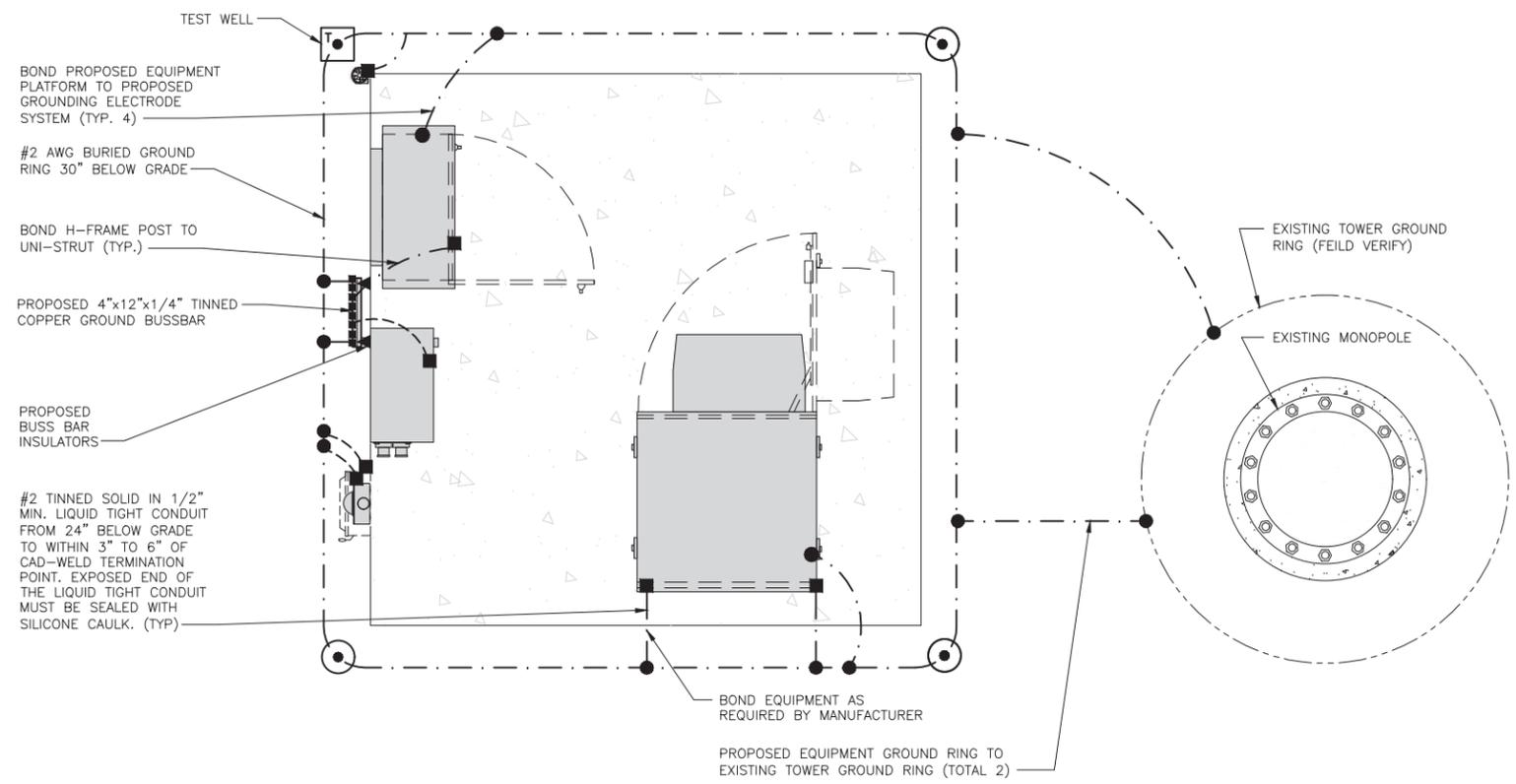
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DISH Wireless L.L.C.
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17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE

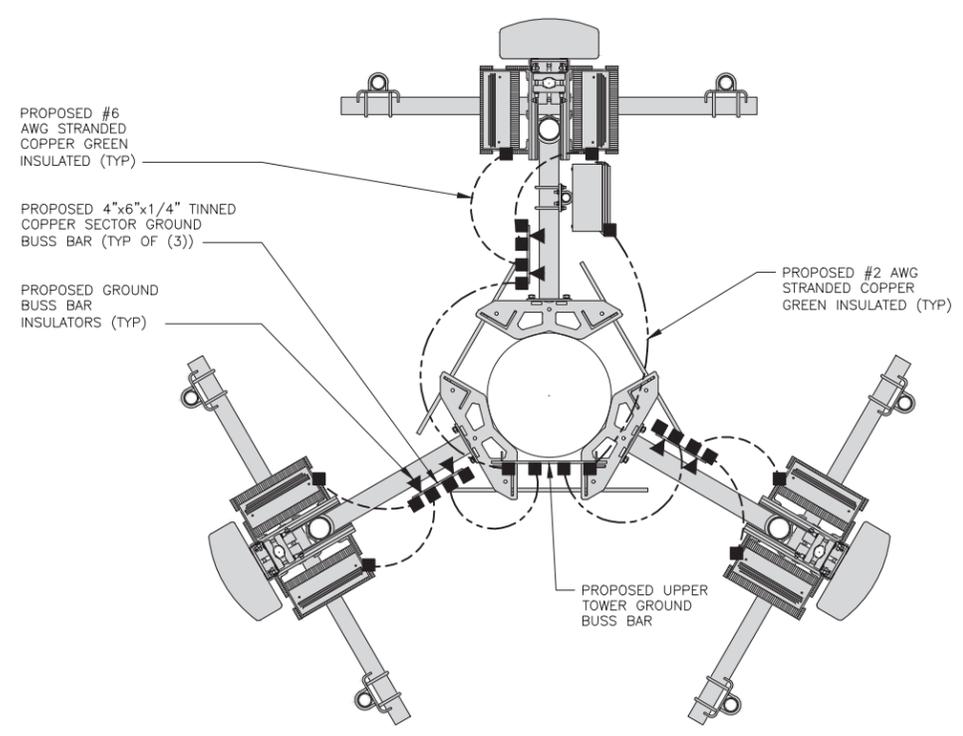
SHEET NUMBER
E-3



TYPICAL EQUIPMENT GROUNDING PLAN

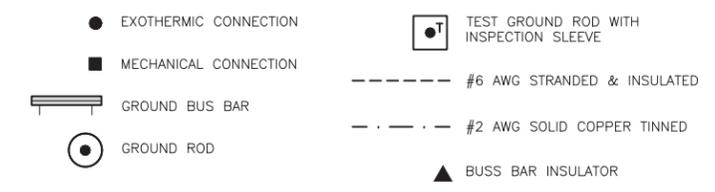
NO SCALE 1

NOTES
ANTENNAS AND OVP SHOWN ARE GENERIC AND NOT REFERENCING TO A SPECIFIC MANUFACTURER. THIS LAYOUT IS FOR REFERENCE PURPOSES ONLY



TYPICAL ANTENNA GROUNDING PLAN

NO SCALE 2



GROUNDING LEGEND

- GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
- CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH Wireless L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
- ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.

GROUNDING KEY NOTES

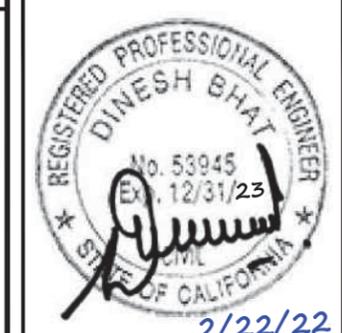
- (A) **EXTERIOR GROUND RING:** #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.
- (B) **TOWER GROUND RING:** THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS. WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.
- (C) **INTERIOR GROUND RING:** #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUND TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.
- (D) **BOND TO INTERIOR GROUND RING:** #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.
- (E) **GROUND ROD:** UL LISTED COPPER CLAD STEEL. MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.
- (F) **CELL REFERENCE GROUND BAR:** POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.
- (G) **HATCH PLATE GROUND BAR:** BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CRGB MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.
- (H) **EXTERIOR CABLE ENTRY PORT GROUND BARS:** LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.
- (I) **TELCO GROUND BAR:** BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.
- (J) **FRAME BONDING:** THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENTS METAL FRAMEWORK.
- (K) **INTERIOR UNIT BONDS:** METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITH THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.
- (L) **FENCE AND GATE GROUNDING:** METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.
- (M) **EXTERIOR UNIT BONDS:** METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING. USING #2 TINNED SOLID COPPER WIRE
- (N) **ICE BRIDGE SUPPORTS:** EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.
- (O) **DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR**
- (P) **TOWER TOP COLLECTOR BUSS BAR IS TO BE MECHANICALLY BONDED TO PROPOSED ANTENNA MOUNT COLLAR. REFER TO DISH Wireless L.L.C. GROUNDING NOTES.**

GROUNDING KEY NOTES

NO SCALE 3



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JJR JJR MDW

RFDS REV #: 1.0

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	5/17/21	ISSUED FOR REVIEW
B	5/21/21	ISSUED FOR REVIEW
D	8/26/21	ISSUED FOR CONSTRUCTION
1	2/2/22	ISSUED FOR CONSTRUCTION

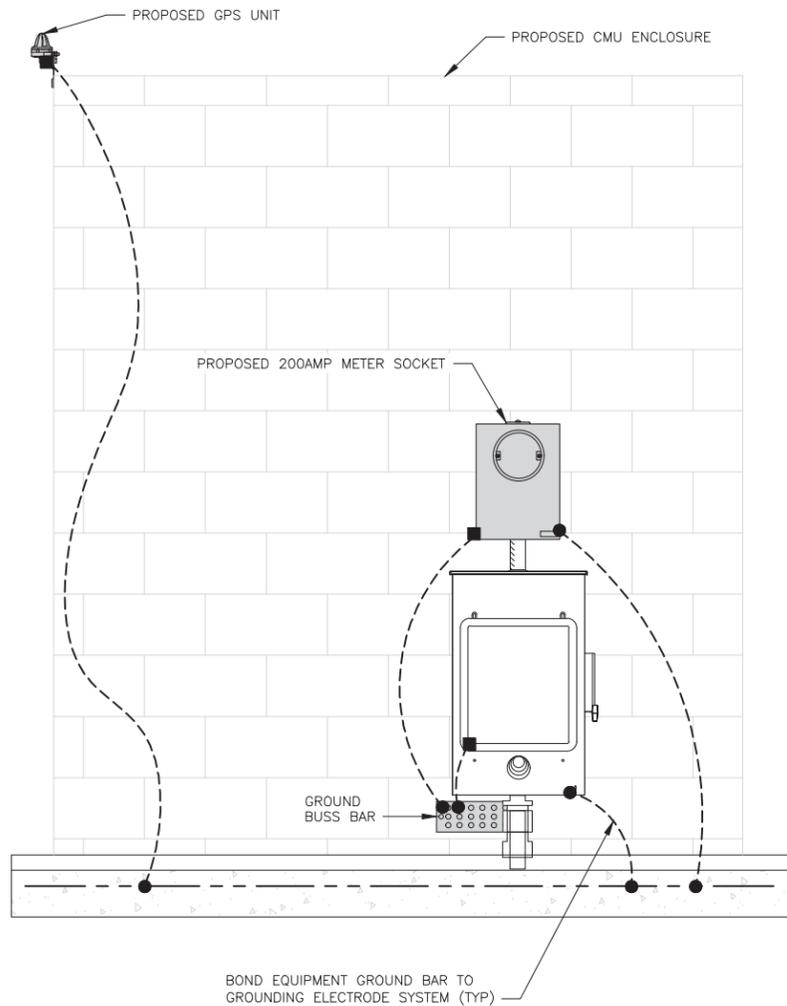
A&E PROJECT NUMBER
150625.001.01

DISH Wireless L.L.C.
PROJECT INFORMATION
SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
GROUNDING PLANS AND NOTES

SHEET NUMBER

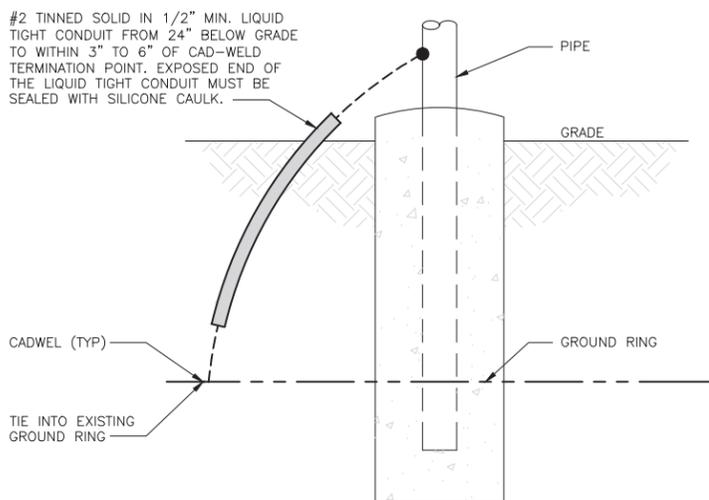
G-1



OUTSIDE GROUNDING DETAIL

NO SCALE

1A

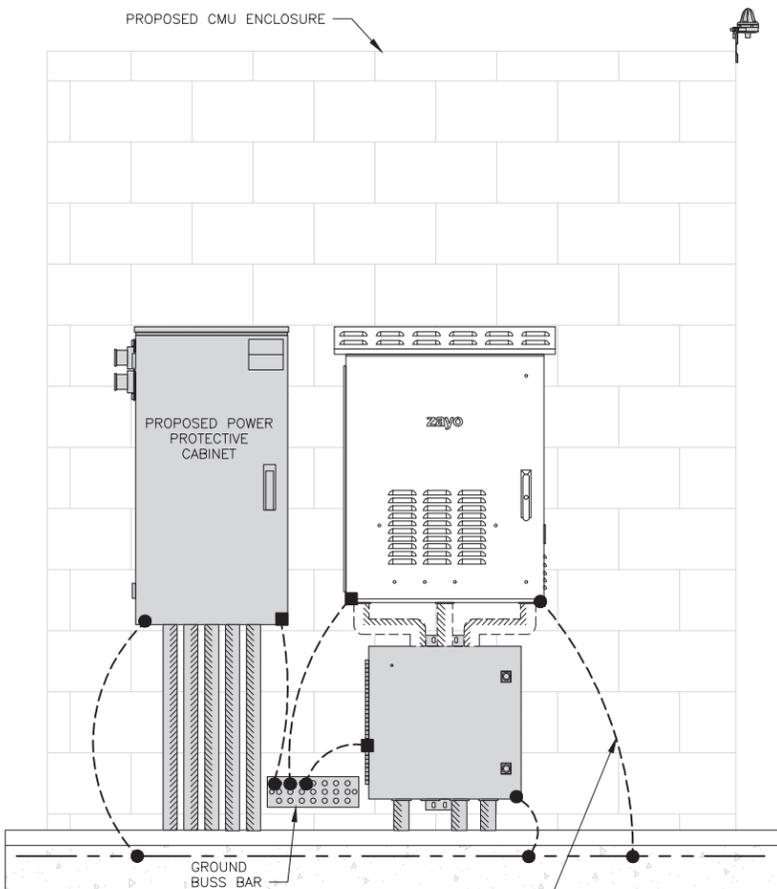


TRANSITIONING GROUND DETAIL

NO SCALE

4

NOTES
EQUIPMENT CABINET OMITTED FOR CLARITY

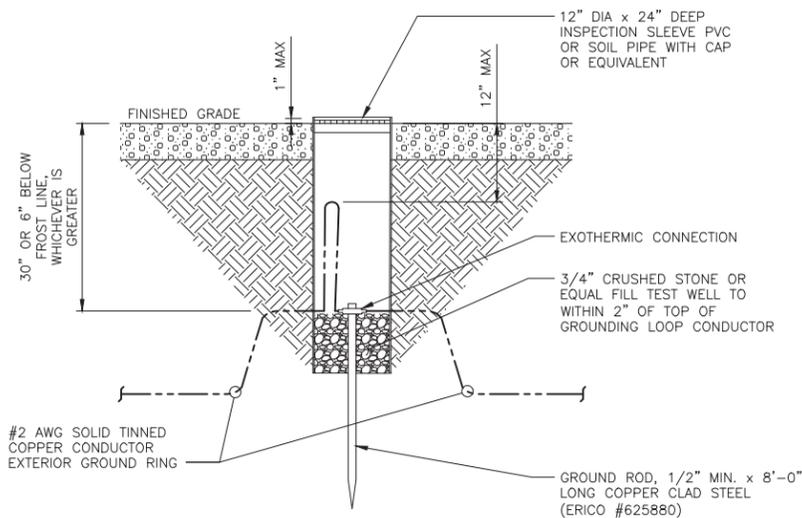


#2 TINNED SOLID IN 1/2" MIN. LIQUID TIGHT CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. EXPOSED END OF THE LIQUID TIGHT CONDUIT MUST BE SEALED WITH SILICONE CAULK. (TYP)

INSIDE GROUNDING DETAIL

NO SCALE

1B

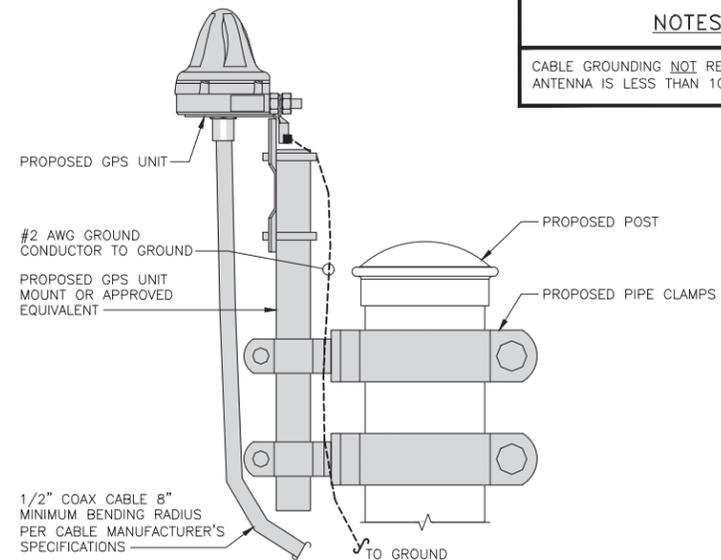


TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE

NO SCALE

5

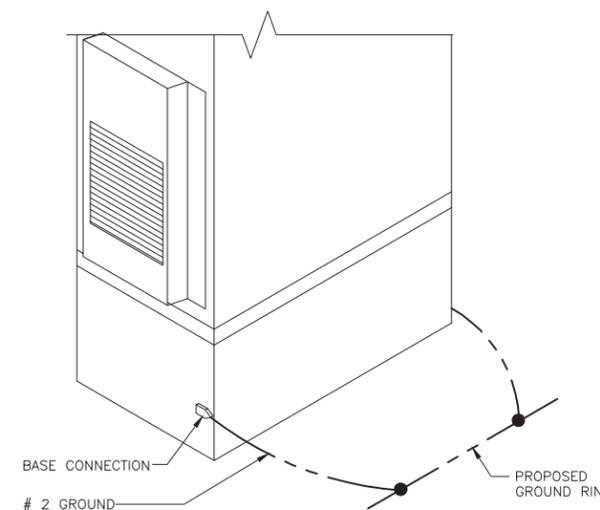
NOTES
CABLE GROUNDING NOT REQUIRED WHEN ANTENNA IS LESS THAN 10' FROM CABINET



TYPICAL GPS UNIT GROUNDING

NO SCALE

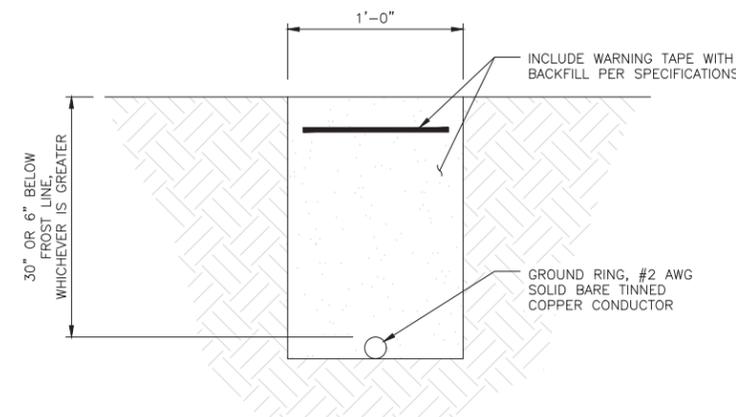
2



OUTDOOR CABINET GROUNDING

NO SCALE

3



TYPICAL GROUND RING TRENCH

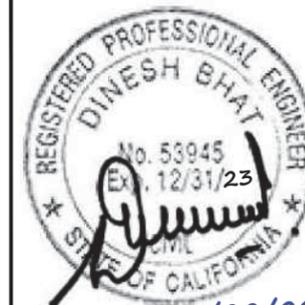
NO SCALE

6

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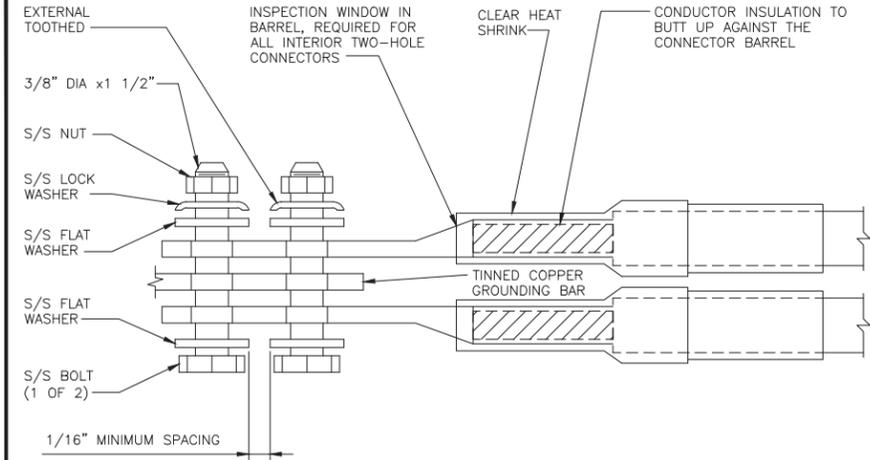
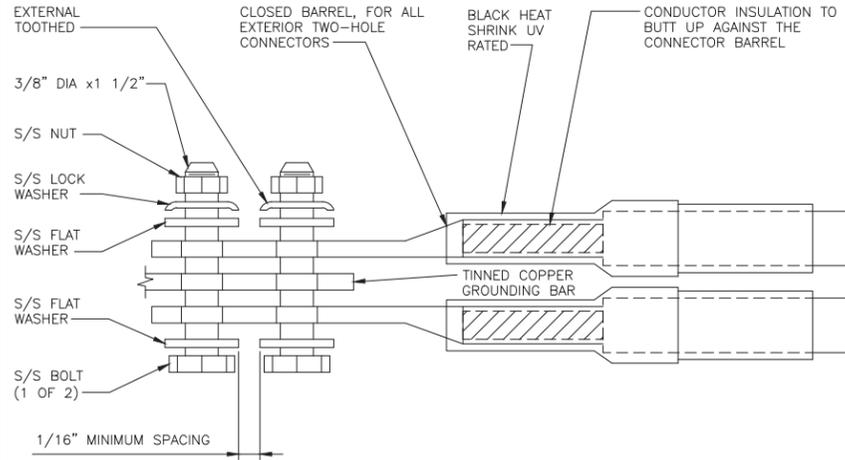
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SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER

G-2

1. EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
8. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).



TYPICAL GROUNDING NOTES

NO SCALE

1

TYPICAL EXTERIOR TWO HOLE LUG

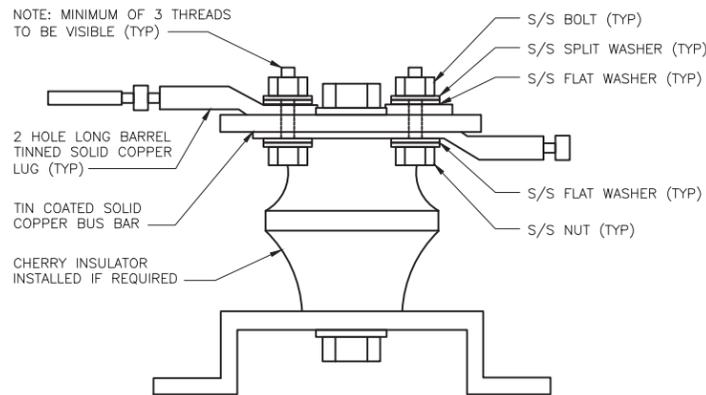
NO SCALE

2

TYPICAL INTERIOR TWO HOLE LUG

NO SCALE

3



LUG DETAIL

NO SCALE

4

NOT USED

NO SCALE

5

NOT USED

NO SCALE

6

NOT USED

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

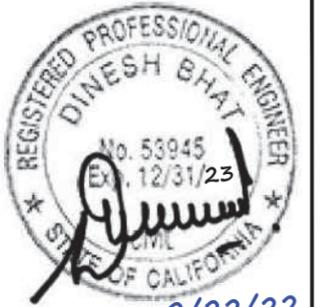
NO SCALE

9

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17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER

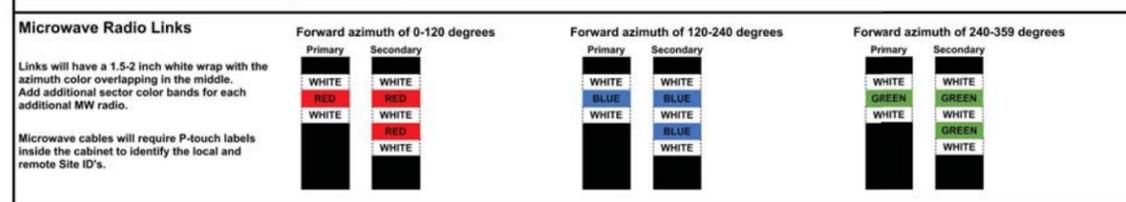
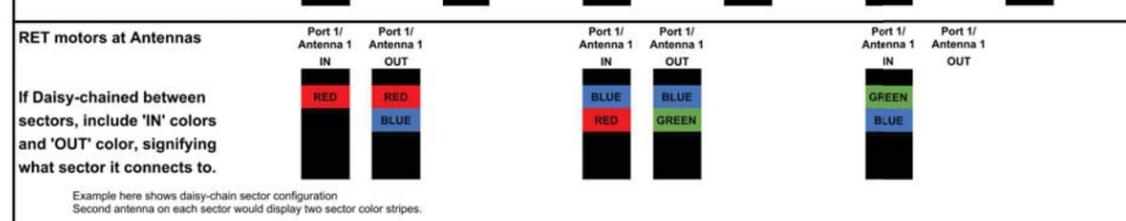
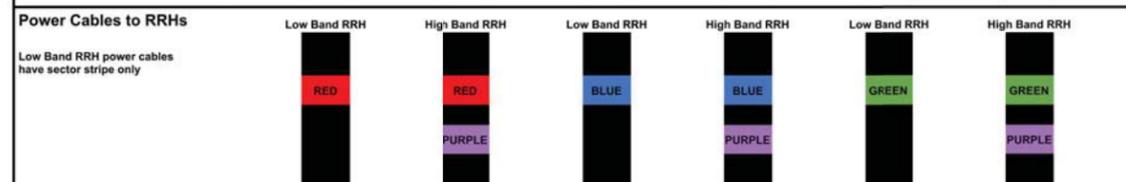
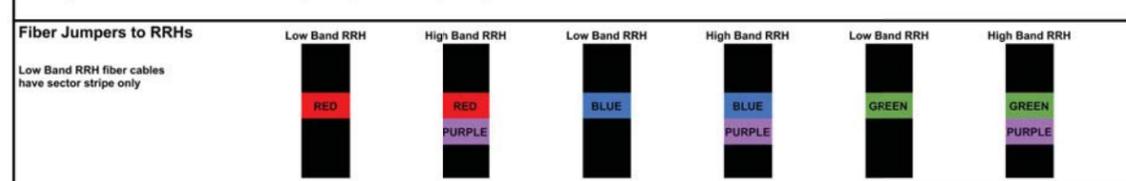
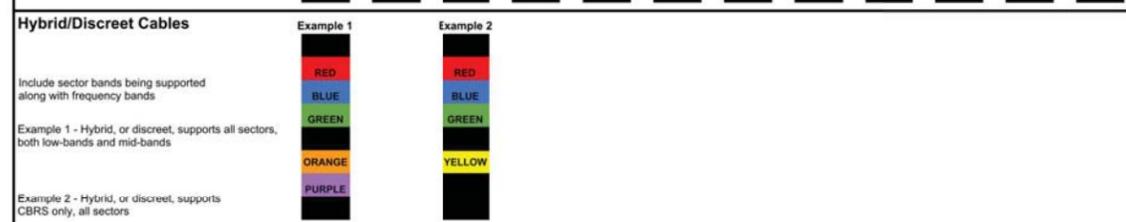
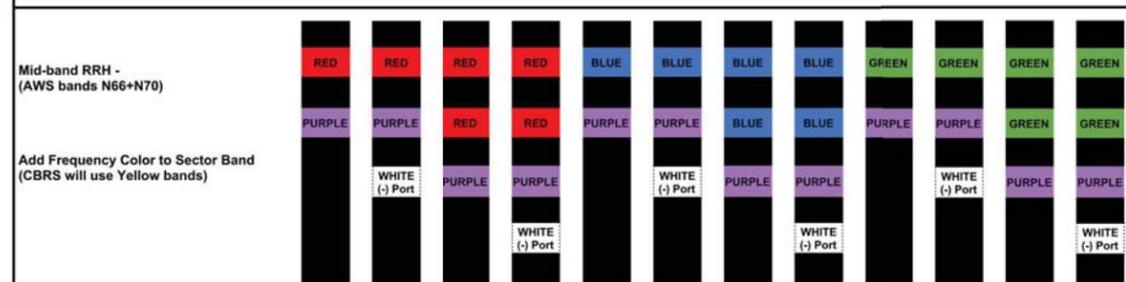
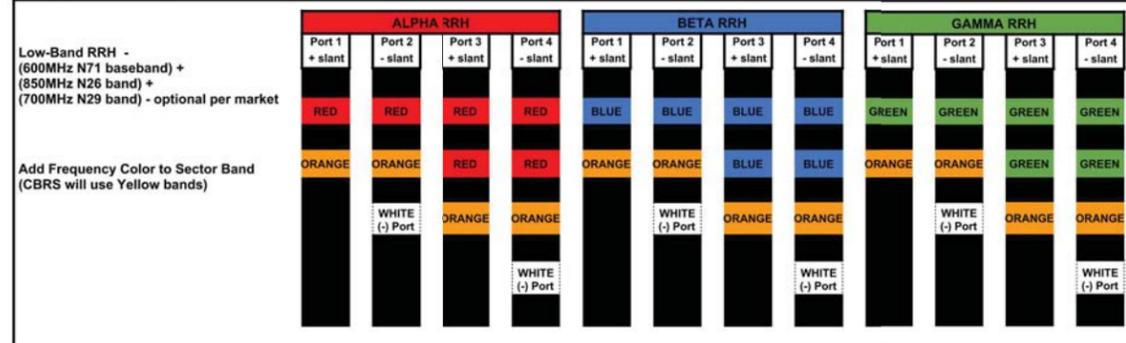
G-3

RF Cable Color Codes



RF Jumper Color Coding

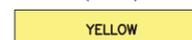
3/4" tape widths with 3/4" spacing



LOW BANDS (N71-N28) OPTIONAL - (N29)



CBRS TECH (3 GHz)



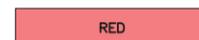
AWS (N65+N70+H-BLOCK)



NEGATIVE SLANT PORT ON ANTRRH



ALPHA SECTOR



BETA SECTOR



GAMMA SECTOR



COLOR IDENTIFIER

NO SCALE 2

NOT USED

NO SCALE 3

NOT USED

NO SCALE 4



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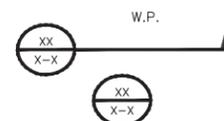
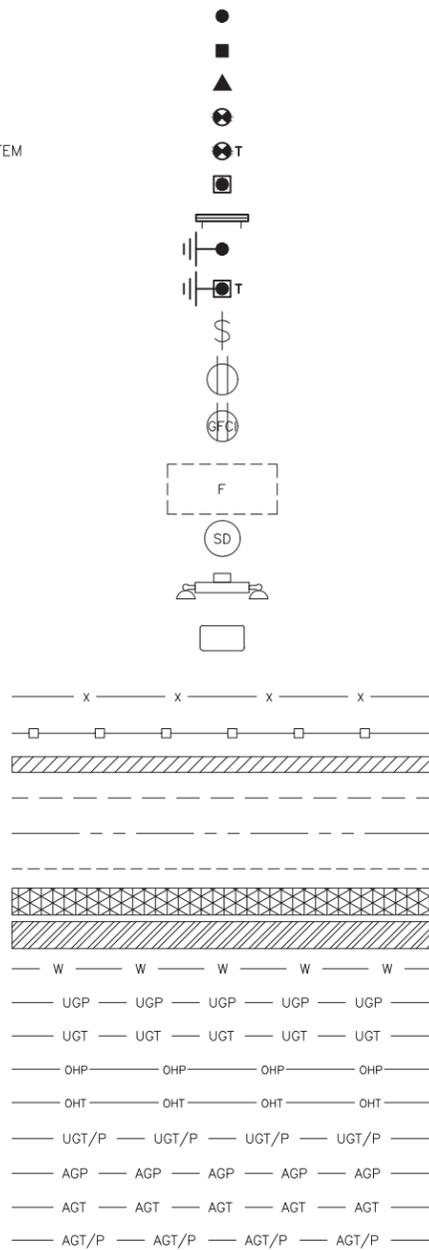
DISH Wireless L.L.C.
PROJECT INFORMATION

SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
RF
CABLE COLOR CODES

SHEET NUMBER
RF-1

EXOTHERMIC CONNECTION
 MECHANICAL CONNECTION
 BUSS BAR INSULATOR
 CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
 TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
 EXOTHERMIC WITH INSPECTION SLEEVE
 GROUNDING BAR
 GROUND ROD
 TEST GROUND ROD WITH INSPECTION SLEEVE
 SINGLE POLE SWITCH
 DUPLEX RECEPTACLE
 DUPLEX GFCI RECEPTACLE
 FLUORESCENT LIGHTING FIXTURE
 (2) TWO LAMPS 48-T8
 SMOKE DETECTION (DC)
 EMERGENCY LIGHTING (DC)
 SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW
 LED-1-25A400/51K-SR4-120-PE-DEBTDX



SECTION REFERENCE
 DETAIL REFERENCE

LEGEND

AB ANCHOR BOLT	IN INCH
ABV ABOVE	INT INTERIOR
AC ALTERNATING CURRENT	LB(S) POUND(S)
ADDL ADDITIONAL	LF LINEAR FEET
AFF ABOVE FINISHED FLOOR	LTE LONG TERM EVOLUTION
AFG ABOVE FINISHED GRADE	MAS MASONRY
AGL ABOVE GROUND LEVEL	MAX MAXIMUM
AIC AMPERAGE INTERRUPTION CAPACITY	MB MACHINE BOLT
ALUM ALUMINUM	MECH MECHANICAL
ALT ALTERNATE	MFR MANUFACTURER
ANT ANTENNA	MGB MASTER GROUND BAR
APPROX APPROXIMATE	MIN MINIMUM
ARCH ARCHITECTURAL	MISC MISCELLANEOUS
ATS AUTOMATIC TRANSFER SWITCH	MTL METAL
AWG AMERICAN WIRE GAUGE	MTS MANUAL TRANSFER SWITCH
BATT BATTERY	MW MICROWAVE
BLDG BUILDING	NEC NATIONAL ELECTRIC CODE
BLK BLOCK	NM NEWTON METERS
BLKG BLOCKING	NO. NUMBER
BM BEAM	# NUMBER
BTC BARE TINNED COPPER CONDUCTOR	NTS NOT TO SCALE
BOF BOTTOM OF FOOTING	OC ON-CENTER
CAB CABINET	OSHA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CANT CANTILEVERED	OPNG OPENING
CHG CHARGING	P/C PRECAST CONCRETE
CLG CEILING	PCS PERSONAL COMMUNICATION SERVICES
CLR CLEAR	PCU PRIMARY CONTROL UNIT
COL COLUMN	PRC PRIMARY RADIO CABINET
COMM COMMON	PP POLARIZING PRESERVING
CONC CONCRETE	PSF POUNDS PER SQUARE FOOT
CONSTR CONSTRUCTION	PSI POUNDS PER SQUARE INCH
DBL DOUBLE	PT PRESSURE TREATED
DC DIRECT CURRENT	PWR POWER CABINET
DEPT DEPARTMENT	QTY QUANTITY
DF DOUGLAS FIR	RAD RADIUS
DIA DIAMETER	RECT RECTIFIER
DIAG DIAGONAL	REF REFERENCE
DIM DIMENSION	REINF REINFORCEMENT
DWG DRAWING	REQ'D REQUIRED
DWL DOWEL	RET REMOTE ELECTRIC TILT
EA EACH	RF RADIO FREQUENCY
EC ELECTRICAL CONDUCTOR	RMC RIGID METALLIC CONDUIT
EL ELEVATION	RRH REMOTE RADIO HEAD
ELEC ELECTRICAL	RRU REMOTE RADIO UNIT
EMT ELECTRICAL METALLIC TUBING	RWY RACEWAY
ENG ENGINEER	SCH SCHEDULE
EQ EQUAL	SHT SHEET
EXP EXPANSION	SIAD SMART INTEGRATED ACCESS DEVICE
EXT EXTERIOR	SIM SIMILAR
EW EACH WAY	SPEC SPECIFICATION
FAB FABRICATION	SQ SQUARE
FF FINISH FLOOR	SS STAINLESS STEEL
FG FINISH GRADE	STD STANDARD
FIF FACILITY INTERFACE FRAME	STL STEEL
FIN FINISH(ED)	TEMP TEMPORARY
FLR FLOOR	THK THICKNESS
FDN FOUNDATION	TMA TOWER MOUNTED AMPLIFIER
FOC FACE OF CONCRETE	TN TOE NAIL
FOM FACE OF MASONRY	TOA TOP OF ANTENNA
FOS FACE OF STUD	TOC TOP OF CURB
FOW FACE OF WALL	TOF TOP OF FOUNDATION
FS FINISH SURFACE	TOP TOP OF PLATE (PARAPET)
FT FOOT	TOS TOP OF STEEL
FTG FOOTING	TOW TOP OF WALL
GA GAUGE	TVSS TRANSIENT VOLTAGE SURGE SUPPRESSION
GEN GENERATOR	TYP TYPICAL
GFCI GROUND FAULT CIRCUIT INTERRUPTER	UG UNDERGROUND
GLB GLUE LAMINATED BEAM	UL UNDERWRITERS LABORATORY
GLV GALVANIZED	UNO UNLESS NOTED OTHERWISE
GPS GLOBAL POSITIONING SYSTEM	UMTS UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
GND GROUND	UPS UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
GSM GLOBAL SYSTEM FOR MOBILE	VIF VERIFIED IN FIELD
HDG HOT DIPPED GALVANIZED	W WIDE
HDR HEADER	W/ WITH
HGR HANGER	WD WOOD
HVAC HEAT/VENTILATION/AIR CONDITIONING	WP WEATHERPROOF
HT HEIGHT	WT WEIGHT
IGR INTERIOR GROUND RING	

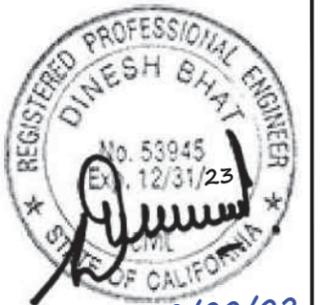
ABBREVIATIONS



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2/22/22

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RFDS REV #: 1.0

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A&E PROJECT NUMBER
 150625.001.01

DISH Wireless L.L.C.
 PROJECT INFORMATION
 SDSAN00373A
 17267 CIRCA ORIENTE
 SAN DIEGO, CA 92067

SHEET TITLE
 LEGEND AND ABBREVIATIONS

SHEET NUMBER
 GN-1

SIGN TYPES		
TYPE	COLOR	COLOR CODE PURPOSE
INFORMATION	GREEN	"INFORMATIONAL SIGN" TO NOTIFY OTHERS OF SITE OWNERSHIP & CONTACT NUMBER AND POTENTIAL RF EXPOSURE.
NOTICE	BLUE	"NOTICE BEYOND THIS POINT" RF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b)
CAUTION	YELLOW	"CAUTION BEYOND THIS POINT" RF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b)
WARNING	ORANGE/RED	"WARNING BEYOND THIS POINT" RF FIELDS AT THIS SITE EXCEED FCC RULES FOR HUMAN EXPOSURE. FAILURE TO OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS COULD RESULT IN SERIOUS INJURY. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b)

SIGN PLACEMENT:

- RF SIGNAGE PLACEMENT SHALL FOLLOW THE RECOMMENDATIONS OF AN EXISTING EME REPORT, CREATED BY A THIRD PARTY PREVIOUSLY AUTHORIZED BY DISH Wireless L.L.C.
- INFORMATION SIGN (GREEN) SHALL BE LOCATED ON EXISTING DISH Wireless L.L.C. EQUIPMENT.
 - A) IF THE INFORMATION SIGN IS A STICKER, IT SHALL BE PLACED ON EXISTING DISH Wireless L.L.C. EQUIPMENT CABINET.
 - B) IF THE INFORMATION SIGN IS A METAL SIGN IT SHALL BE PLACED ON EXISTING DISH Wireless L.L.C. H-FRAME WITH A SECURE ATTACH METHOD.
- IF EME REPORT IS NOT AVAILABLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS; PLEASE CONTACT DISH Wireless L.L.C. CONSTRUCTION MANAGER FOR FURTHER INSTRUCTION ON HOW TO PROCEED.

NOTES:

1. FOR DISH Wireless L.L.C. LOGO, SEE DISH Wireless L.L.C. DESIGN SPECIFICATIONS (PROVIDED BY DISH Wireless L.L.C.)
2. SITE ID SHALL BE APPLIED TO SIGNS USING "LASER ENGRAVING" OR ANY OTHER WEATHER RESISTANT METHOD (DISH Wireless L.L.C. APPROVAL REQUIRED)
3. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH Wireless L.L.C. CONSTRUCTION MANAGER RECOMMENDATIONS.
4. CABINET/SHELTER MOUNTING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHANE ADHESIVE
5. ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TECH SCREWS
6. ALL SIGNS TO BE 8.5"x11" AND MADE WITH 0.04" OF ALUMINUM MATERIAL

INFORMATION

This is an access point to an area with transmitting antennas.

Obey all signs and barriers beyond this point.
Call the DISH Wireless L.L.C. NOC at 1-866-624-6874

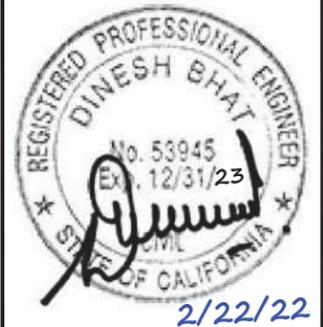
Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



B&T ENGINEERING, INC.

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JJR	JJR	MDW

RFDS REV #: 1.0

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	5/17/21	ISSUED FOR REVIEW
B	5/21/21	ISSUED FOR REVIEW
0	8/26/21	ISSUED FOR CONSTRUCTION
1	2/2/22	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
150625.001.01

DISH Wireless L.L.C.
PROJECT INFORMATION

SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
RF SIGNAGE

SHEET NUMBER
GN-2

NOTICE



Transmitting Antenna(s)

Radio frequency fields beyond this point **MAY EXCEED** the FCC Occupational exposure limit.

Obey all posted signs and site guidelines for working in radio frequency environments.

Call the DISH Wireless L.L.C. NOC at 1-866-624-6874 prior to working beyond this point.

Site ID: _____



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CAUTION



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Site ID: _____



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WARNING



Transmitting Antenna(s)

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SITE ACTIVITY REQUIREMENTS:

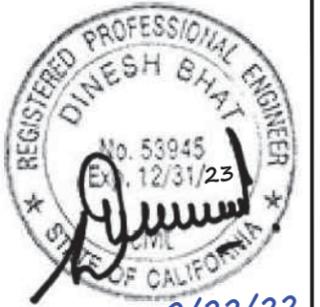
1. NOTICE TO PROCEED – NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH Wireless L.L.C. AND TOWER OWNER NOC & THE DISH Wireless L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" – DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH Wireless L.L.C. AND DISH Wireless L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH Wireless L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH Wireless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH Wireless L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH Wireless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH Wireless L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

- 1.FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER:DISH Wireless L.L.C.
TOWER OWNER:TOWER OWNER
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



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DRAWN BY:	CHECKED BY:	APPROVED BY:
JJR	JJR	MDW

RFDS REV #: 1.0

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	5/17/21	ISSUED FOR REVIEW
B	5/21/21	ISSUED FOR REVIEW
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A&E PROJECT NUMBER
150625.001.01

DISH Wireless L.L.C.
PROJECT INFORMATION
SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-3

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°f AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER 40 ksi
#5 BARS AND LARGER 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - #6 BARS AND LARGER 2"
 - #5 BARS AND SMALLER 1-1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - SLAB AND WALLS 3/4"
 - BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

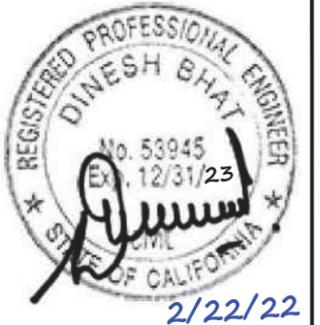
ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
 - 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
 - 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH Wireless L.L.C.".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



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B&T ENGINEERING, INC.

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JJR	JJR	MDW

RFDS REV #: 1.0

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	5/17/21	ISSUED FOR REVIEW
B	5/21/21	ISSUED FOR REVIEW
0	8/26/21	ISSUED FOR CONSTRUCTION
1	2/2/22	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
150625.001.01

DISH Wireless L.L.C.
PROJECT INFORMATION
SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-4

GROUNDING NOTES:

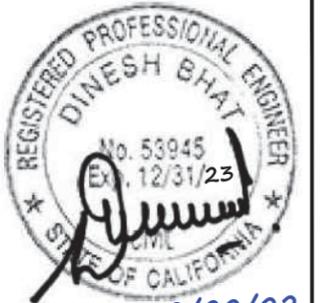
1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com



2/22/22

B&T ENGINEERING, INC.

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JJR	JJR	MDW

RFDS REV #: 1.0

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
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A&E PROJECT NUMBER
150625.001.01

DISH Wireless L.L.C.
PROJECT INFORMATION

SDSAN00373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-5

EXHIBIT "C"
MEMORANDUM OF LEASE

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Blvd.
Littleton, CO 80120
Re: SDSAN00373A

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement made this _____ day of _____, 20__, by and between Olivenhain Municipal Water District, a Municipal Corporation ("**Landlord**"), having a place of business at 1966 Olivenhain Road, Encinitas, CA 92024, and DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Site Lease Agreement ("**Agreement**") with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord is the owner of certain real property located at 17267 Circa Oriente, Rancho Santa Fe, CA 92067, also known as the Zorro Reservoir Site, being more particularly described in **Exhibit A** attached hereto and made a part herein (the "**Property**").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant's equipment installation on the Property, as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the "**Premises**"), that includes certain right of way grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in Exhibit B) which easements are in effect, or may be acquired, or granted, throughout the term of the Agreement as renewed or extended

subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an initial term of Five (5) years commencing on _____, 20__ (the “**Commencement Date**”). Tenant shall have the right, at its election, to extend the term of the Agreement, by Four (4) terms of Five (5) years each or in any other such manner as prescribed in the Agreement. If all options to renew are exercised, the Agreement will have a term of Twenty-Five (25) years from the Commencement Date.
5. Duplicate copies of the originals of the Agreement are in the possession of the Landlord and Tenant at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum of Site Lease Agreement is to give record notice of the Agreement, it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOFF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year first written above.

LANDLORD:

Olivenhain Municipal Water District,
a Municipal Water District organized
and existing under the Municipal Water
District Act of 1911, asamended,
a public agency organized and operating
pursuant to California Water Code Sections
71000 et seq.

By: _____

Name: _____

Title: _____

TENANT:

DISH Wireless L.L.C.,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company), to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said _____(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____
Commission No: _____

DISH'S ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of DISH Wireless L.L.C., to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Wireless L.L.C., for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____
Commission No: _____

EXHIBIT A

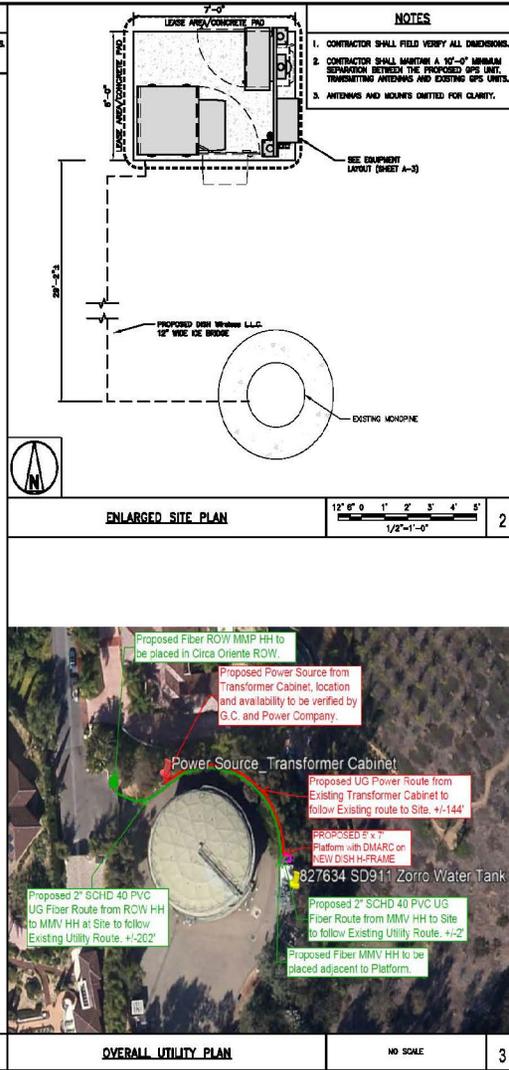
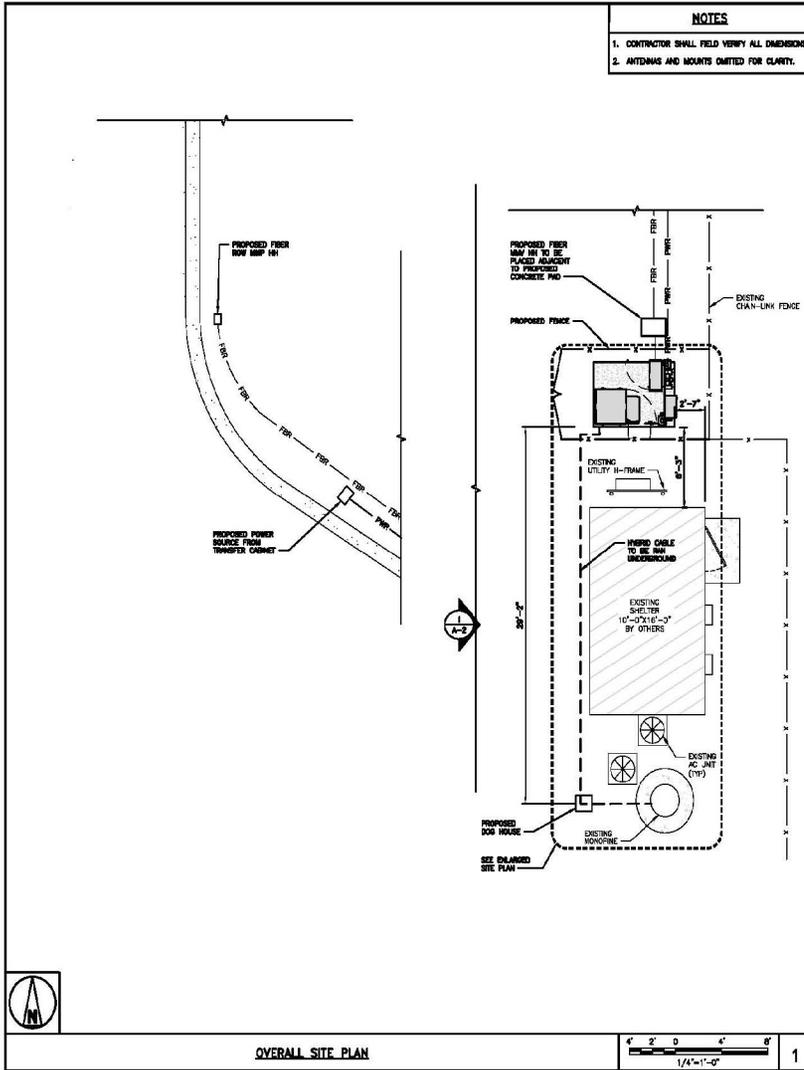
Legal Description of the Property

BEING A PORTION OF PARCEL B AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR BOUNDARY ADJUSTMENT, DATED SEPTEMBER 30, 1988, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS DOCUMENT NUMBER 88-499089, OFFICIAL RECORDS, BEING A PORTION OF LOT NUMBER 452 OF COUNTY OF SAN DIEGO TRACT 3877-4, MAP NUMBER 9755, RECORDED IN THE OFFICE OF SAID COUNTY RECORDER, AUGUST 13, 1980 AS FILE NUMBER 80-257505, OFFICAL RECORDS AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED IN THE OFFICE OF SAID COUNTY RECORDER, APRIL 13, 1983 AS DOCUMENT NUMBER 83-116767, OFFICIAL RECORDS, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING THE SOUTHEAST CORNER OF SAID LOT 452 OF SAID MAP 9755; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID SOUTHERLY LINE BEING THE SOUTHERLY LINE OF SAID LOT 452, NORTH 89°45'23" WEST 295.55 FEET TO A POINT THAT BEARS SOUTH 89°45'23" 75.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID LOT 452, SAID CORNER BEING THE SOUTHEAST CORNER OF SAID GRANT DEED RECORDED APRIL 13, 1983 AS DOCUMENT NUMBER 83-116767, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE NORTH 45°04'19" WEST 106.65 FEET TO A POINT ON A WESTERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID LINE BEING A WESTERLY LINE OF SAID LOT 452, SAID LINE BEING THE EASTERLY LINE OF SAID GRANT DEED; THENCE NORTHERLY ALONG SAID WESTERLY LINE, NORTH 0°23'15" WEST 110.00 FEET TO A POINT THAT BEARS SOUTH 0°23'15" EAST 75.00 FEET SOUTHERLY OF A ANGLE POINT BEING A ANGLE POINT CORNER OF SAID LOT 452, SAID CORNER BEING THE NORTHEAST CORNER OF SAID GRANT DEED; THENCE LEAVING SAID WESTERLY LINE, NORTH 45°04'19" WEST 106.65 FEET TO A SOUTHERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SAID LINE BEING A SOUTHERLY LINE OF SAID LOT 452, SAID LINE BEING THE NORTHERLY LINE OF SAID GRANT DEED; THENCE WESTERLY ALONG SAID SOUTHERLY LINE NORTH 89° 45'23" WEST 125.01 FEET TO THE NORTHWEST CORNER OF SAID GRANT DEED; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID GRANT DEED, SOUTH 0° 23'15" EAST 260.00 FEET TO THE SOUTHWEST CORNER OF SAID GRANT DEED; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID GRANT DEED SOUTH 89°45'23" EAST 200.01 FEET TO THE SOUTHEAST CORNER OF SAID GRANT DEED, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID PARCEL B OF SAID

CERTIFICATE OF COMPLIANCE, SAID CORNER BEING THE SOUTHWEST CORNER OF SAID LOT 452; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE OF SAID PARCEL B OF SAID CERTIFICATE OF COMPLIANCE, SOUTH 89°45'23" EAST 75.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 1.194 ACRES



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

B+T GRP
5717 S. BOLLINGER
SUITE 800
TULSA, OK 74119
PH: (918) 582-4833
www.btgrp.com

B&T ENGINEERING, INC.

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JJR	JJR	MDM

RFD5 REV #: 1.0

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	8/17/19	ISSUED FOR REVIEW
B	8/19/19	ISSUED FOR REVIEW
C	8/19/19	ISSUED FOR CONSTRUCTION

AME PROJECT NUMBER
150825.001.01

DISH Wireless LLC
PROJECT INFORMATION

SDSAND0373A
17267 CIRCA ORIENTE
SAN DIEGO, CA 92067

SHEET TITLE
OVERALL AND ENLARGED SITE PLAN

SHEET NUMBER
A-1

EXHIBIT B
The Premises

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Geoff Fulks, Operations Manager
Via: Kimberly A. Thorner, General Manager
Subject: **CONSIDER ACCEPTANCE OF THE DAVID C. MCCOLLOM WATER TREATMENT PLANT BACKPULSE SUPPLY PIPELINE REPLACEMENT PROJECT (JENNETTE COMPANY) INTO THE DISTRICT'S SYSTEM AND ORDER A NOTICE OF COMPLETION FILED**

Purpose

The purpose of this agenda item is to consider acceptance of the David C. McCollom Water Treatment Plant (DCMWTP) Backpulse Supply Pipeline Replacement project into the District's system and authorize the filing of a Notice of Completion with the San Diego County Recorder.

Recommendation

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

Alternative(s)

None. The project has been completed.

Background

The District owns and operates the DCMWTP, located in Director Division 4 (Bruce-Lane), which provides the majority of treated drinking water to its customers. In August, DCMWTP Operators discovered a leak on the backpulse pipeline that feeds water from

the 1st stages to the backwash tanks. If the leak escalated, it could have flooded the blower room and damaged valuable equipment. Due the urgency of the repairs, a new Capital Improvement Project was created and Jennette Company (Jennette), who was already working onsite on the pH Control System project, was approached to make the repairs. The General Manager approved a contract with Jennette as it was within her signing authority on August 3, 2022.

Fiscal Impact

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

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

In which FY did this capital project first appear in the CIP budget? **FY 22/23**

Total Project Budget: **\$34,000**

Current Fiscal Year Appropriation: **\$34,000**

To Date Approved Appropriations: **\$34,000**

Project Completion Date: **October 24, 2022**

Expenditures and Encumbrances as of (October 26, 2022): **\$32,137**

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

Jennette completed the replacement of the backpulse supply pipeline in October 2022.

The DCMWTP Backpulse Supply Pipeline Replacement project was constructed in accordance with the District's plans and specifications and all work is now complete. 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 constructed for the David C. McCollom Water Treatment Backpulse Supply Pipeline Replacement Project located at 19090 Via Ambiente Road, Escondido, CA 92029, and also known as Tax Assessor Parcel No. 264-060-26-00, in the County of San Diego, State of California for which OLIVENHAIN MUNICIPAL WATER DISTRICT ("Owner," in fee), headquartered at 1966 Olivenhain Road, Encinitas, CA 92024, contracted with JENNETTE COMPANY INCORPORATED, headquartered at 9235 Trade Place, Suite B San Diego, CA 92126 have been completed in accordance with the plans and specifications as of October 24, 2022. The facilities have been accepted by the Board of Directors of the OLIVENHAIN MUNICIPAL WATER DISTRICT on this 16th day of November, 2022.

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.

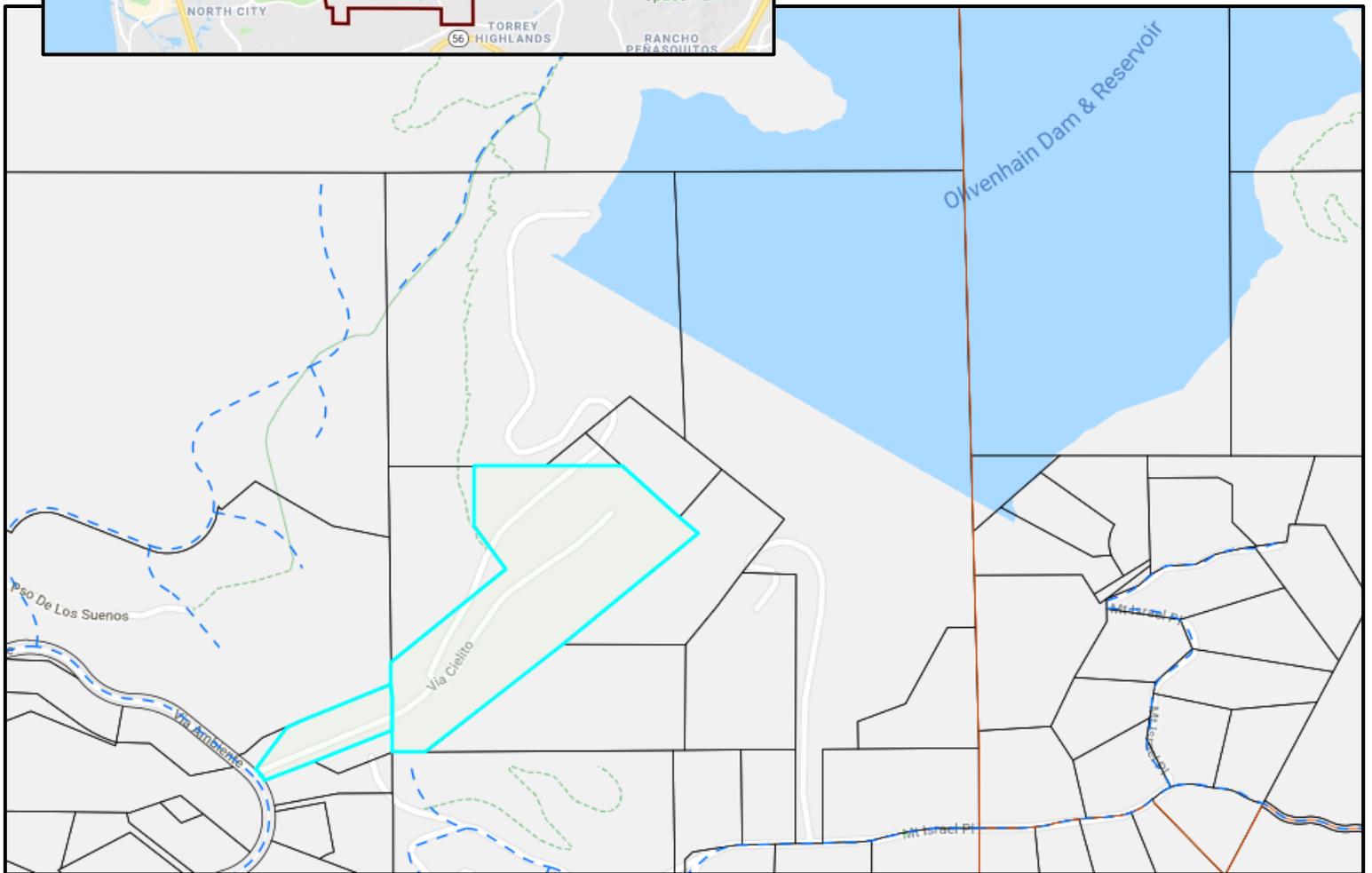
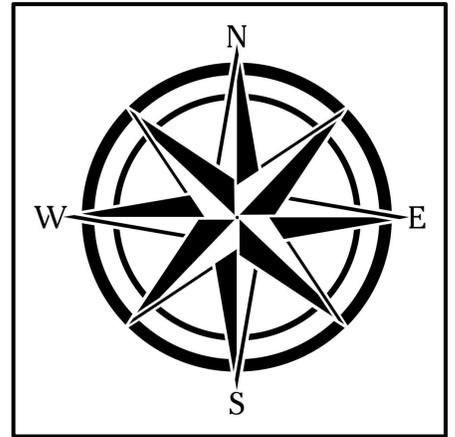
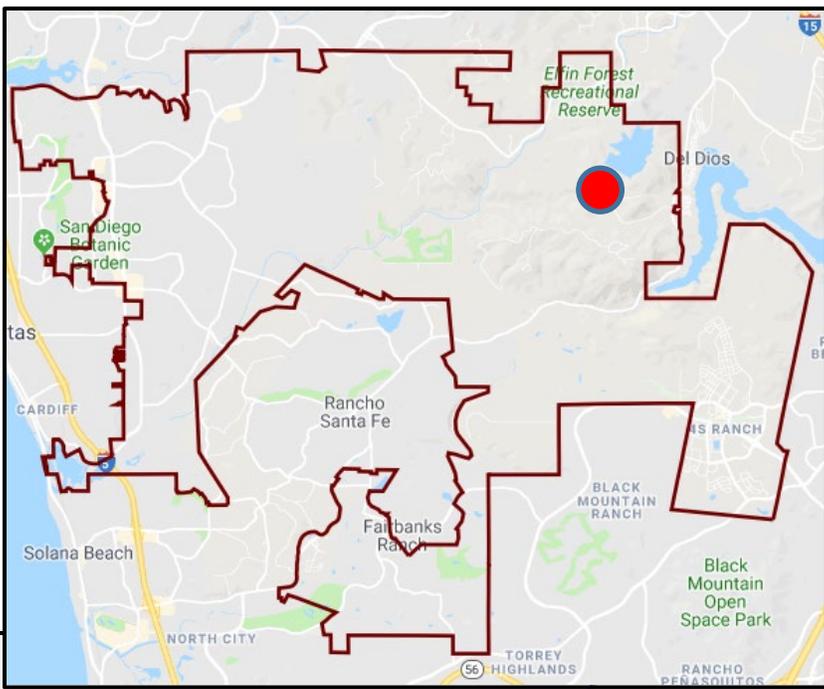
KIMBERLY A. THORNER, being first duly sworn, deposes and says that she is General Manager of the OLIVENHAIN MUNICIPAL WATER DISTRICT and is familiar with the facts stated in the foregoing Notice of Completion executed for and on behalf of said Agency, that she has read the foregoing Notice of Completion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

OLIVENHAIN MUNICIPAL WATER DISTRICT

Date: _____, 2022

By: _____
Kimberly A. Thorner
General Manager

District Project No. D120188 – DCMWTP Backpulse Supply Pipeline Replacement Project



**DAVID C. MCCOLLOM WATER TREATMENT PLANT
BACKPULSE SUPPLY PIPELINE REPLACEMENT PROJECT**

DISTRICT PROJECT NO. D120188

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Joey Randall, Assistant General Manager
Via: Kimberly A. Thorner, General Manager
Subject: **CONSIDER RENEWAL OF AN AGREEMENT FOR SHARED SAFETY TRAINING RESOURCES AND CERTIFIED WASTEWATER OPERATOR SERVICES BETWEEN OLIVENHAIN MUNICIPAL WATER DISTRICT AND SAN ELIJO JOINT POWERS AUTHORITY AND AUTHORIZE THE GENERAL MANAGER TO SIGN ON BEHALF OF THE DISTRICT**

Purpose

The purpose of this agenda item is to consider approval for the renewal of an agreement for shared safety training resources and certified wastewater operator services between OMWD and San Elijo Joint Powers Authority.

Recommendation

Staff recommends approval of the renewal of the agreement with SEJPA.

Alternative(s)

- The board could choose against approval of the shared safety training resources and certified wastewater operator services agreement.
- The board could direct staff as otherwise deemed appropriate.

Background

Since 1997, OMWD and SEJPA have partnered on several successful endeavors including developing a recycled water wholesale-retail relationship; state and federal grant pursuits; infrastructure development; and regional, multi-agency recycled water planning.

On December 12, 2018 the board approved a consolidated agreement for the purchase of recycled water as well as ownership and maintenance of Village Park recycled water project components between OMWD and SEJPA. The consolidated agreement superseded and replaced three prior agreements.

On October 16, 2019 the board approved this agreement, accomplishing annual objective number 57, to “Develop interagency partnership with San Elijo Joint Powers Authority on employee safety trainings.” This agreement served to accomplish the OMWD objective of cultivating supportive and positive relationships with the federal, state and local agencies which may impact OMWD’s operations. The agreement built upon previously discussed opportunities for a mutually beneficial relationship which provides SEJPA staff the opportunity to attend OMWD’s scheduled safety trainings and allowing SEJPA to make certified wastewater operators available to OMWD based upon need and availability. This agreement merged the two separate elements into one agreement.

The initial three year term of the agreement expired on October 29, 2022. Pursuant to Section 8 of the original agreement, parties mutually agreed to extend the original agreement through December 31, 2022 in order to get the agreement onto a calendar year basis.

Fiscal Impact

There is no fiscal impact associated with approving the agreement. Each agency is responsible for funding its own services procured, thereby keeping each agency financially whole. There are also potential cost savings due to economies of scale when procuring safety trainings and other services.

Discussion

OMWD and SEJPA individually employ trained and certified professionals in the areas of water, wastewater, recycled water, safety/risk management, and other specialty areas and trades. Collaboratively sharing these resources between the agencies for specified projects and periods of engagements has proven to be mutually beneficial for the

agencies and the employees, to support professional growth and provide cost-effective solutions.

Due to Covid-19 required isolation, this agreement was not utilized to its fullest extent. OMWD & SEJPA staff were able to collaborate virtually and have discussed near-term opportunities to take advantage of this argument. The proposed term of this agreement is 3 years commencing on January 1, 2023.

Attachments:

Agreement

AGREEMENT FOR SHARED SAFETY TRAINING RESOURCES AND CERTIFIED WASTEWATER OPERATOR SERVICES BETWEEN OLIVENHAIN MUNICIPAL WATER DISTRICT AND SAN ELIJO JOINT POWERS AUTHORITY

This Agreement is entered into by and between Olivenhain Municipal Water District, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 *et seq.* (hereinafter OMWD) and San Elijo Joint Powers Authority, a joint powers authority organized and operating pursuant to Government Code Sections 6500 *et seq.* (hereinafter SEJPA), (collectively the Parties).

RECITALS

1. Since 1997, OMWD and SEJPA have partnered on several successful endeavors including developing a recycled water wholesale-retail relationship; state and federal grant pursuits; infrastructure development; and regional, multi-agency recycled water planning.

2. OMWD and SEJPA individually employ trained and certified professionals in the areas of water, wastewater, recycled water, human resources (HR), information technologies (IT), and other specialty areas and trades. Collaboratively sharing these resources between the agencies for specified projects and periods of engagements is beneficial to the agencies and the employees for professional growth, and to provide cost-effective solutions to the communities that the agencies serve.

3. OMWD currently employs a full time Safety/Risk Compliance Administrator who organizes a yearly calendar of scheduled safety trainings.

4. SEJPA currently does not have a full time dedicated safety position on staff and seeks a cost-effective and high-quality safety training solution to fulfill this need.

5. OMWD and SEJPA desire to partner on certain safety training opportunities in order to provide economies of scale by combining selected training events between the Parties.

6. OMWD owns and operates the 4S Ranch Water Reclamation Facility (4S WRF), and staffs this facility with operators certified by the State Water Resources Control Board in wastewater operations, including one Grade 4 operator who serves as designated Chief Plant Operator.

7. SEJPA owns and operates the San Elijo Water Campus (SEWC), and staffs this facility with operators certified by the State Water Resources Control Board in wastewater operations, including two Grade 5 Wastewater Operators.

8. To ensure appropriate staffing of the 4S WRF at all times, OMWD desires to partner with SEJPA to occasionally share the services of a certified Wastewater Operator with a valid California wastewater certification. In addition, both Parties desire to cross-train at either facility to familiarize staff with both facilities.

COVENANTS

1. **Scope.** OMWD and SEJPA desire to partner on certain safety training opportunities. Prior to the beginning of the calendar year, OMWD will provide the yearly training calendar for the following calendar year to SEJPA. SEJPA staff will be invited to attend any of the scheduled trainings based on availability. The yearly training calendar is subject to change based on needs of the Parties and instructor availability. The Parties agree to discuss any additional safety training opportunities, not currently scheduled on the yearly training calendar, on a case by case basis.

Occasionally, OMWD may require the services of certified wastewater operators, up to and including Grade 4 certification. SEJPA agrees, based on availability, to make operators available with 30 (thirty) days advanced written notice from OMWD.

2. **Modification.** This Agreement may be amended or modified for additional services only by mutual agreement of the Parties. No amendment or modification of this Agreement shall be binding unless it is in a written letter Agreement and signed by both General Managers.

3. **Billing.** OMWD shall bill SEJPA monthly on the first of the month for any safety trainings or classes that SEJPA staff attended in the previous month. The billing rate shall be calculated on a per-head amount mutually agreed upon in writing by both General Managers in advance of the training or class, and multiplied by the total number of SEJPA staff in attendance. Individual cost will vary based on each particular training and total number of staff in attendance.

SEJPA shall bill OMWD monthly on the first of the month for the total number of working hours that a Wastewater Operator provided services at OMWD in the previous month. The billing rate agreed upon in advance of the operator's or operators' assignment to OMWD shall include the current direct labor costs, fringe benefits, and an administrative fee that is equal to 10% of the labor costs and fringe benefits.

4. **Access to Records**. The Parties shall each keep proper books and records in which complete and correct entries shall be made of all OMWD's actual safety training costs and SEJPA's actual direct labor and fringe benefit costs for certified wastewater operators throughout the duration of this Agreement. All such records and books, except those exempt from disclosure by law, shall, upon written request, be made available and subject to inspection by any duly authorized representative of either Party, within 10 days after receipt of such notification.

5. **Insurance**. The Parties shall each maintain in full force and effect a policy of worker's compensation insurance which the Parties agree shall cover all work performed by their respective staff members under this Agreement, irrespective of where the work is performed, during the term of this Agreement. For example, if a SEJPA employee is injured while performing work for OMWD at OMWD pursuant to this Agreement, SEJPA's workers compensation insurance shall cover that SEJPA employee's claim.

6. **Assignment**. Neither this Agreement nor any of the duties, rights and/or obligations of either Party hereunder may be assigned without the prior written consent of both Parties to this Agreement, which consent shall not be unreasonably withheld.

7. **No Third Party Beneficiaries**. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other agency or person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. **Term of Agreement**. The term of this Agreement shall be 3 (three) years from the effective date of this Agreement, which is January 1, 2023. The Agreement may be extended in 1-year increments beyond the initial three years only by mutual written Agreement of both Parties.

9. **Termination.** Either Party may unilaterally terminate this Agreement with 60 (sixty) days advanced written notification to the other Party. All amounts due under this Agreement shall continue and be due and payable upon termination.

10. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof superseding all negotiations, prior discussions, Agreements, and understandings, written or oral. This Agreement shall not be amended, except by written consent of the Parties, and no waiver of any rights under this Agreement shall be binding unless it is in writing signed by the Party waiving such rights. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be held to be valid and binding on the Parties.

11. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective successors in interest, permitted assigns, executors, administrators, and personal representatives.

12. **Indemnification.** SEJPA agrees, to the fullest extent permitted by law, to indemnify and hold OMWD, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost (including attorney's fees and costs of defense) arising from, related to or in any way connected with this Agreement to the extent caused by SEJPA's willful misconduct or negligent acts, errors, or omissions, including such willful misconduct or negligent acts, errors, or omissions by subcontractors or others for whom SEJPA is legally liable.

OMWD agrees, to the fullest extent permitted by law, to indemnify and hold SEJPA, its directors, officers, employees, or authorized volunteers harmless from any damage, liability, or cost (including attorney's fees and costs of defense) arising from, related to, or in any way connected with this Agreement to the extent caused by OMWD's willful misconduct or negligent acts, errors, or omissions, including such willful misconduct or negligent acts, errors, or omissions by subcontractors or others for whom OMWD is legally liable.

13. **Jurisdiction, Forum, and Venue.** In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the Parties agree that proper jurisdiction, forum, and venue for any claims, causes of action, or other proceedings concerning or arising out of this Agreement shall be in the state and federal courts located in the State of

California, County of San Diego, in or nearest to the North County Superior Court. In the event of a dispute under this Agreement, no Party shall be deemed to be the Party who caused the uncertainty to exist and the prescriptions of Civil Code Section 1654 shall not be applicable to such dispute under this Agreement.

14. **Dispute Resolution.** In the event of a dispute relating to this Agreement, both Parties agree to use their best efforts to informally resolve the dispute without filing litigation. Accordingly, the Parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the Parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than 90 days after either Party notifies the other of its desire to have a dispute placed before a mediator, unless the time period is extended by a written Agreement of the Parties. The costs and expenses of mediation, including compensation and expenses of the mediator (excluding the attorney's fees incurred by either Party), are to be shared by the Parties equally. If the Parties are unable to resolve the claim, controversy, or dispute within 90 days after the date either Party provides the other written notice of mediation, then either Party may bring and initiate a legal proceeding to resolve the claim, controversy, or dispute unless the time period is extended by a written Agreement of the Parties.

15. **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: "SEJPA"
San Elijo Joint Powers Authority
Attention: Michael Thornton, General Manager
2695 Manchester Avenue
PO Box 1077

Cardiff by the Sea, CA 92007
Facsimile No. (760) 753-5935

To: "OMWD"
Olivenhain Municipal Water District
Attention: Kimberly A. Thorner, General Manager
1966 Olivenhain Road
Encinitas, CA 92024
Facsimile No. (760) 753-5640

16. **Effective Date**. The effective date of this Agreement executed in counterparts in Encinitas, California, within the North County Judicial District, County of San Diego, State of California, is _____. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Dated: _____

Olivenhain Municipal Water District,
a public agency

By: _____
Kimberly A. Thorner
General Manager

Dated: _____

San Elijo Joint Powers Authority,
a public agency

By: _____
Michael T. Thornton
General Manager

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Joe Jansen, Administrative Analyst
Via: Kimberly A. Thorner, General Manager
Subject: **CONSIDER A REPORT ON THE RESULTS OF THE CUSTOMER SATISFACTION SURVEY (INFORMATIONAL ITEM)**

Purpose

The purpose of this agenda item is to review the results of the customer satisfaction survey conducted by True North Research in support of OMWD's 2022 Annual Objective #52.

Recommendation

This is an informational item; no action is required.

Alternative(s)

Not applicable; informational item only.

Background

OMWD strives to provide excellent service to its 87,000 customers and staff is constantly exploring new processes to further improve the level of service to customers. In addition to offering customers a 99.9% water system uptime, staff provides above-and-beyond assistance to our ratepayers. OMWD offers customer engagement tools to empower our ratepayers including an easy-to-navigate website that is full of resources, the My Water Use Portal, robust rebate opportunities for water-saving devices, an online payment platform, and very minimal call wait times. In addition, OMWD provides 48 hours' advance notification prior to all planned work; we proactively reach out to customers when meter reads indicate leaks or abnormal consumption patterns; we offer free water use evaluations; and consistently provide valuable education on relevant topics via our customer outreach efforts.

In addition to providing this support to our ratepayers, we also periodically engage them for feedback on how we might do better. A formal effort was made in 2020 in response to Annual Objective #36, which was "Conduct web-based customer survey to evaluate the perception of OMWD." The results were shared with the Public Outreach Committee, then consisting of Directors Watt and Sprague. The survey results confirmed that the majority of OMWD customers are satisfied not only with the service and support being provided, but also with our customer communication efforts.

At its February 16, 2022 meeting, OMWD's Board of Directors approved the 2022 Annual Objectives. Objective #52 is "Conduct comprehensive customer survey to measure customer satisfaction." At that time, members of the board indicated their interest in a more robust customer survey than had been conducted in the past.

Fiscal Impact

There are no costs directly associated with discussion of the customer satisfaction survey results.

Consultant costs associated with the survey total \$27,975 and were anticipated in the FY 2023 operating budget, which was granted final approval by the board at its June 22, 2022 meeting.

Discussion

In support of Objective #52, staff solicited proposals from four consultants (Competitive Edge Research & Communication, Inc., Probolsky Research, Stitch Marketing Research,

and True North Research, Inc.) to assist in the development, deployment, and analysis of the customer satisfaction survey. All four marketing research firms were interviewed, and comprehensive proposals were scrutinized internally to determine the best fit for OMWD. Ultimately, True North Research (TNR) was selected based on their experience conducting surveys for other water agencies, approach plan for the OMWD survey, and the proposed cost of completing the survey. The Public Outreach Committee, now consisting of Directors Guerin and Bruce-Lane, met on June 30, 2022, at which TNR presented its planned approach for the survey. The presentation by TNR included the methodology of the study, customer selection process, recruitment techniques, and different ways in which customers would be able to submit their feedback. The presentation also identified the target sample size of 600 interviews, which would capture an optimal margin of error of 4% and achieve a 95% level of confidence in the findings.

TNR then presented an initial draft of the customer satisfaction survey to staff as well as the Public Outreach Committee for comments and feedback. TNR collected all comments and incorporated the feedback into a final survey consisting of 21 questions that would produce a statistically reliable understanding of customers' perceptions, opinions, and satisfaction with OMWD. The survey was deployed into the field in September 2022 over a period of two weeks. Through various methods of engagement, TNR was able to capture 910 customer interviews, more than 50% above the target sample size of 600 and well beyond the amount needed to ensure confidence that the findings are a sound representation of the entire OMWD customer population.

The customer satisfaction survey deployed by TNR sought to gain a broader understanding of the level of satisfaction ratepayers have with the services OMWD provides. The survey intended to measure customers' overall satisfaction with OMWD; profile customer interactions and views of our customer service efforts; identify whether customers view their water service as a good value; and determine the level of satisfaction with our communication methods.

In response to the question, "*How well is OMWD performing in meeting the needs of customers?*"; 89% of respondents indicated they were satisfied with OMWD's overall performance in providing services to our customers with 63% stating they were *very satisfied*. The high level of satisfaction was consistent across all subgroups measured with overall performance satisfaction feedback ranging from a low of 83% to a high of 95% amongst the various groupings. Similar results were captured in response to the performance of specific services offered by OMWD. 97% of customers interviewed were satisfied with our efforts to provide reliable water service and 92% were generally satisfied with our customer service.

A segment of the survey was focused on capturing feedback from customers who had recently engaged with customer service staff. The objective was to assess how well we measure when comparing the responses of customers who had recently reached out for assistance. From the interviews collected, approximately 19% of respondents indicated they had contacted OMWD within the past six months. The reasons for contacting customer service ranged from genuine service issues such as leaks and pressure problems, to billing questions and making payments. Amongst this subgroup, 85% indicated they were satisfied with the courtesy of the service representative, 80% were satisfied with their ability to reach a representative, and 73% were satisfied with the expertise of the representative. In addition, more than half were able to resolve their issue with a single contact and three-quarters indicated the issue was ultimately resolved to their satisfaction.

Feedback was also captured from a smaller subgroup which indicated their service issue required a field representative to be sent to their property. From this subgroup, 81% reported that the field representative arrived in a timely manner, 75% responded that the representative accurately assessed the problem, and two-thirds indicated that the nature of the problem was clearly explained along with ways to fix the issue.

The survey also presented an opportunity for staff to assess customer outreach efforts; determine how well we're doing at reaching our intended audience; gauge feedback on the quality of the messages received; and capture insight on what platforms are most effective in reaching our customers. The survey results were again very favorable, with 85% of customers stating that they are satisfied with OMWD's efforts to communicate using the current platforms of engagement. Based on the feedback, email (87.6%), electronic newsletters (73.6%), traditional newsletters (71.3%), text messages (69.3%), and messaging included with billing statements (62.3%) are the most effective methods. Interestingly, social media was the lowest ranking with just 27.6% of respondents indicating it as a preferred method of communication for OMWD.

TNR has conducted over 1,200 surveys for public agencies, including more than 400 surveys focused on measuring performance and customer satisfaction levels. The results of the OMWD survey are in-line with some of the highest levels of satisfaction ratings they have seen from other agencies. In addition, the primary reason our customers contact us is to resolve genuine service problems such as leaks, whereas most other districts' primary contact reason is associated with billing and payment issues.

Results of the customer satisfaction survey will be used to inform decisions and provide direction to staff for how to further improve our customer engagement efforts. Several takeaways have been identified through the analysis of the results:

- Building an understanding of the value for the cost of water services has shown to be an area for improvement. 60% of customers indicated they felt their water bill is too high yet only 4% of customers understood that the water they receive costs less than one cent per gallon. After customers were made aware of the true cost of their water, the perceived value increased and 84% of respondents then changed to indicate they felt water is a fair value. This information will be used to shape future customer outreach messaging with a goal of improving the perceived value of the services OMWD provides.
- Slight room for improvement was also visible in our efforts to communicate the availability of financial rebates to customers for water-efficient appliances.
- Further efforts will be taken by field representatives when visiting a customer's property to clearly explain the nature of the issue at hand and how it can be fixed.
- In addition to these recommendations, it is suggested that OMWD recognize the things it does well and to focus on continuing to perform at its current high levels. Above all, the survey report identified that the top priority for OMWD should be to continue to dedicate the necessary resources to maintain the quality of service it currently provides.

TNR will present the attached slide deck at the November 16 board meeting, and will be available to answer questions about the survey and its results.

*Attachments: Customer Opinion Survey Presentation
Customer Opinion Survey Summary Report*

CUSTOMER OPINION SURVEY

**OLIVENHAIN MUNICIPAL
WATER DISTRICT**

**PRESENTED BY
TIMOTHY McLARNEY PH.D.**

11/7/2022

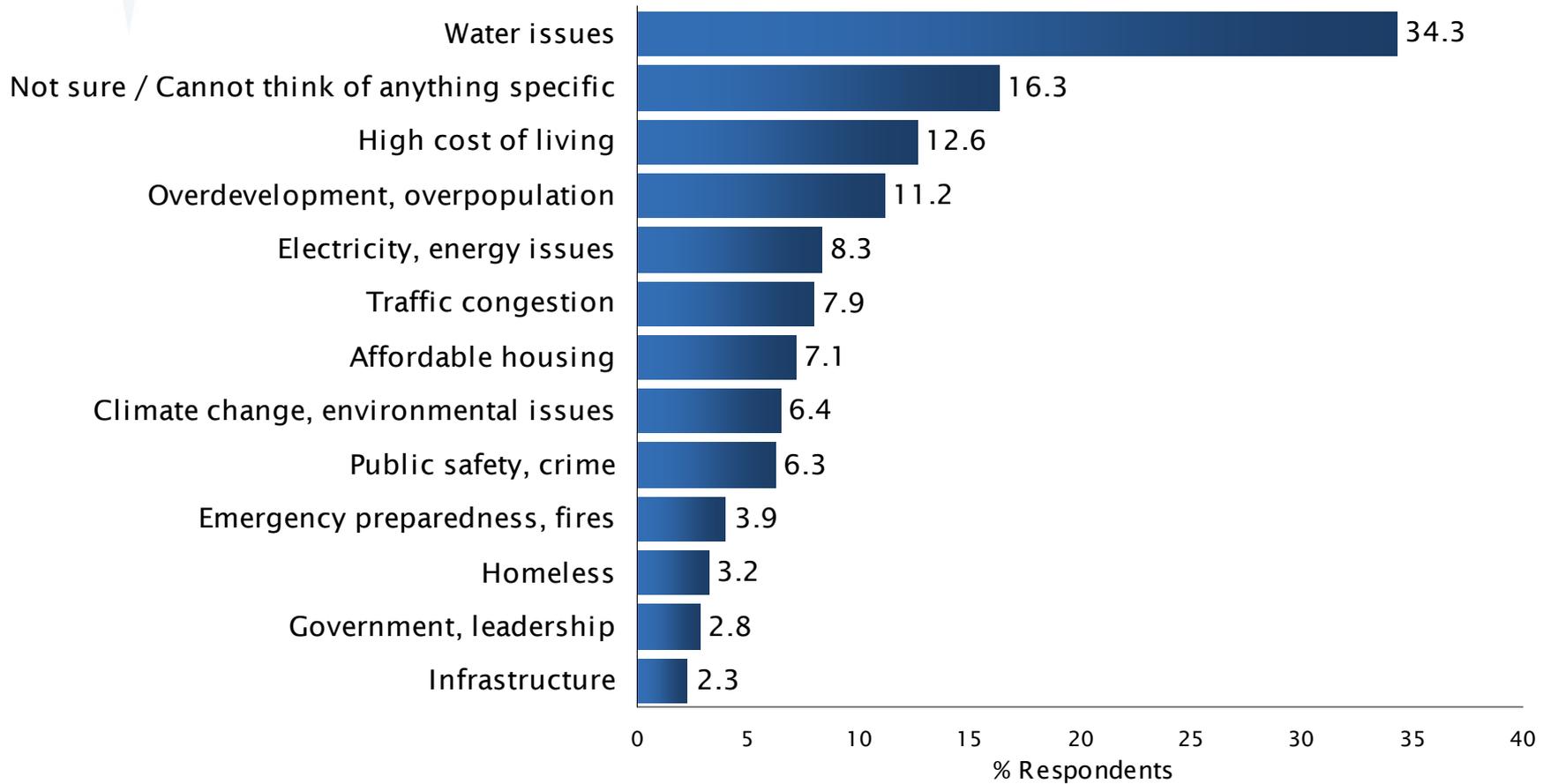




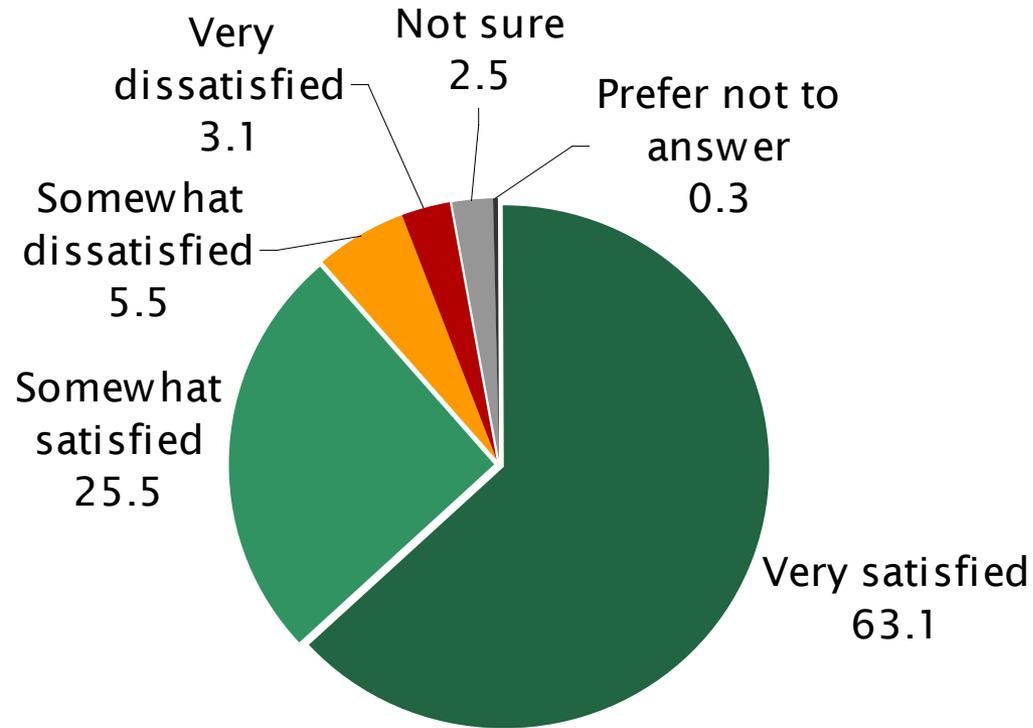
METHODOLOGY OF STUDY

- **How did we select customers to survey?**
 - Stratified Random Sampling by geographic subareas & average use/bill amount
 - Ensured balanced, representative sample
- **How did we recruit participation?**
 - Personalized email, text and telephone calls
 - PINs to restrict access and ensure one complete per respondent
- **How were customers able to share their opinions?**
 - Secure, PIN-protected website
 - Telephone (land line or mobile)
- **What was the final sample size?**
 - 910 completed interviews
 - Overall margin of error of $\pm 3.2\%$ @ 95% level of confidence

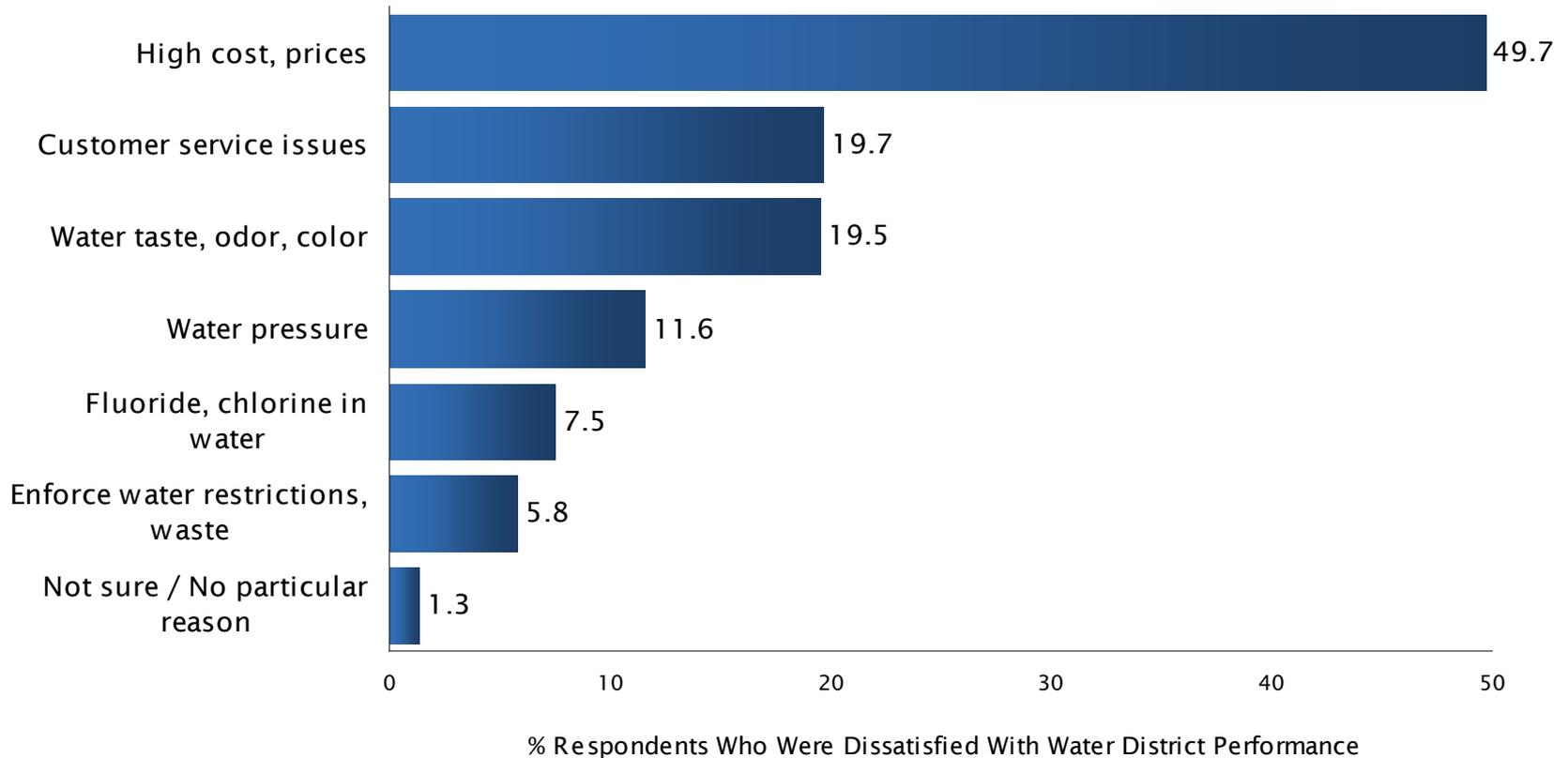
MOST IMPORTANT ISSUE IN NORTH COUNTY



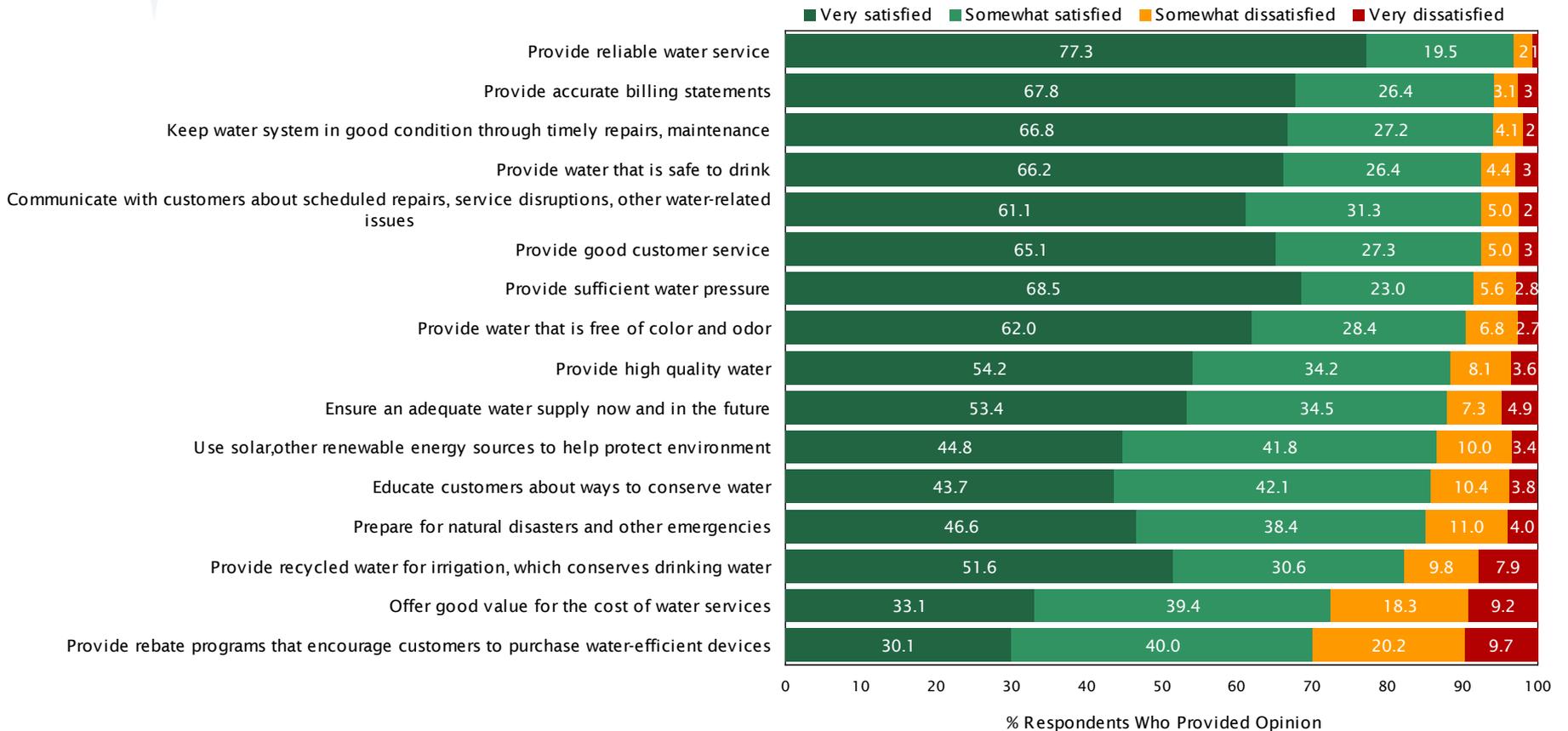
OVERALL SATISFACTION WITH WATER SERVICES



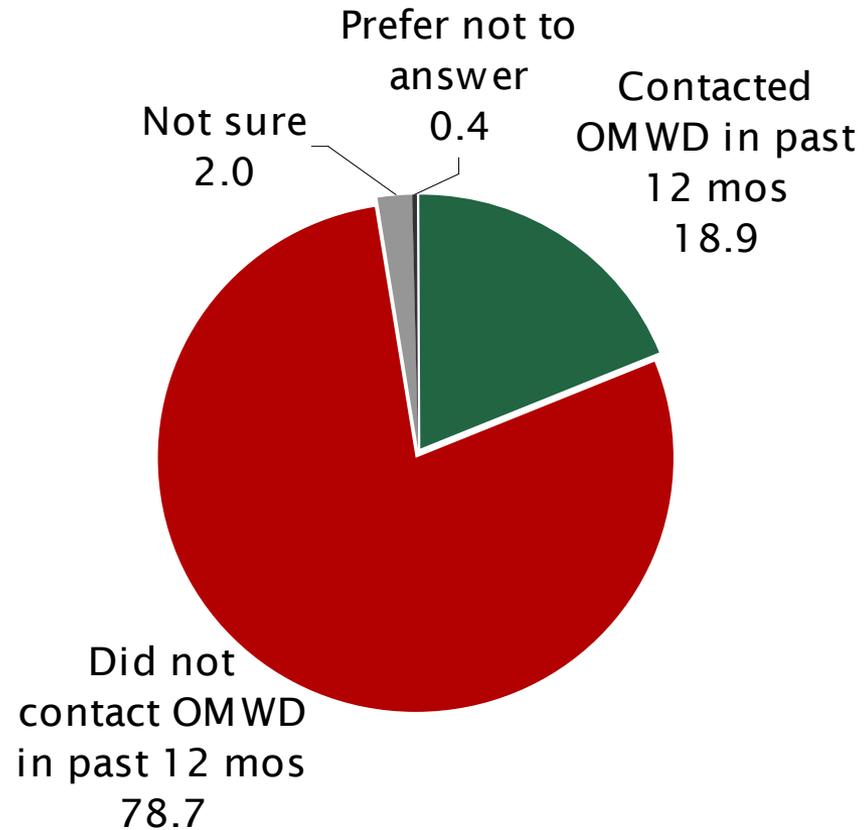
REASONS FOR DISSATISFACTION



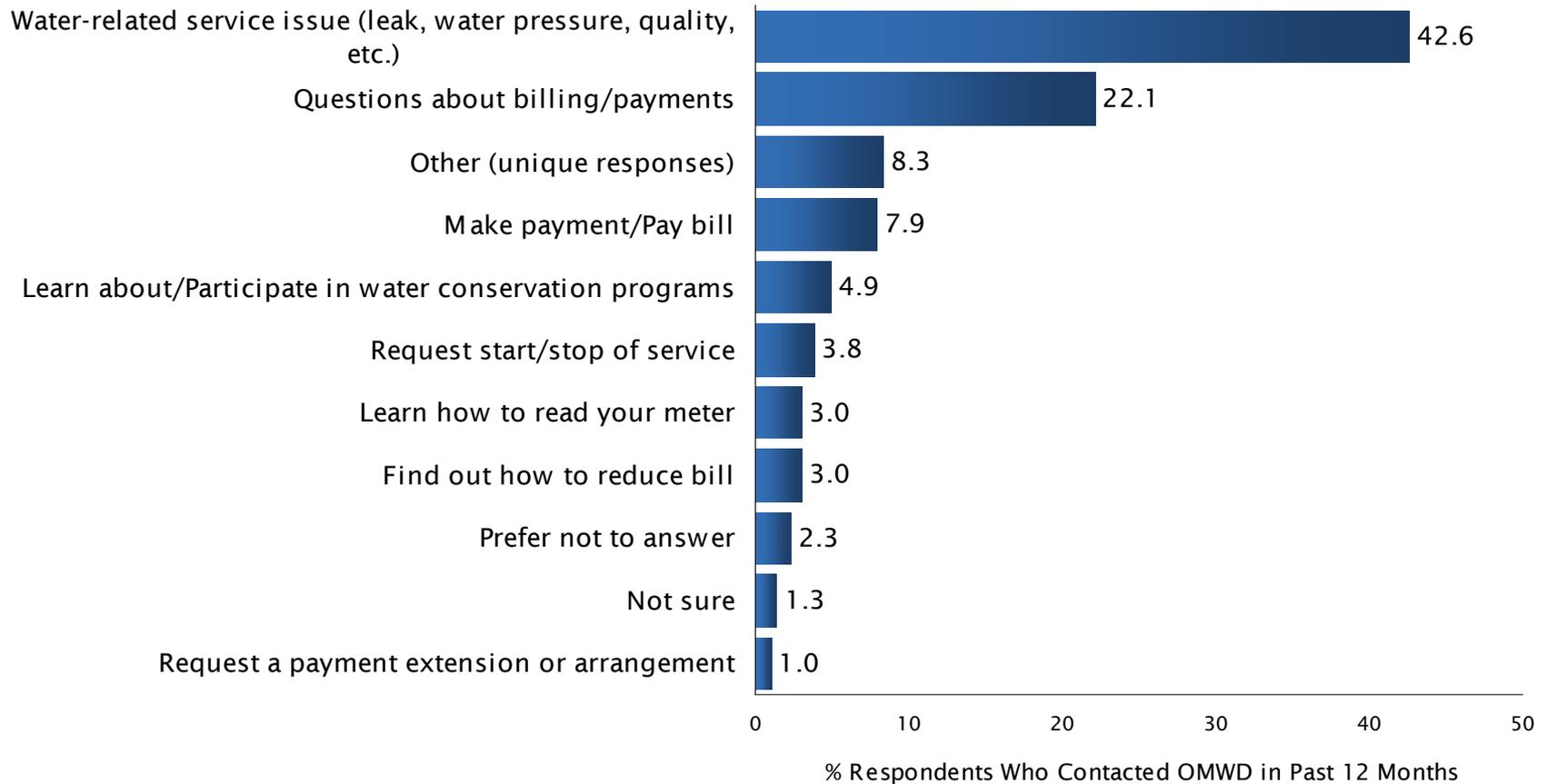
SATISFACTION WITH SERVICES



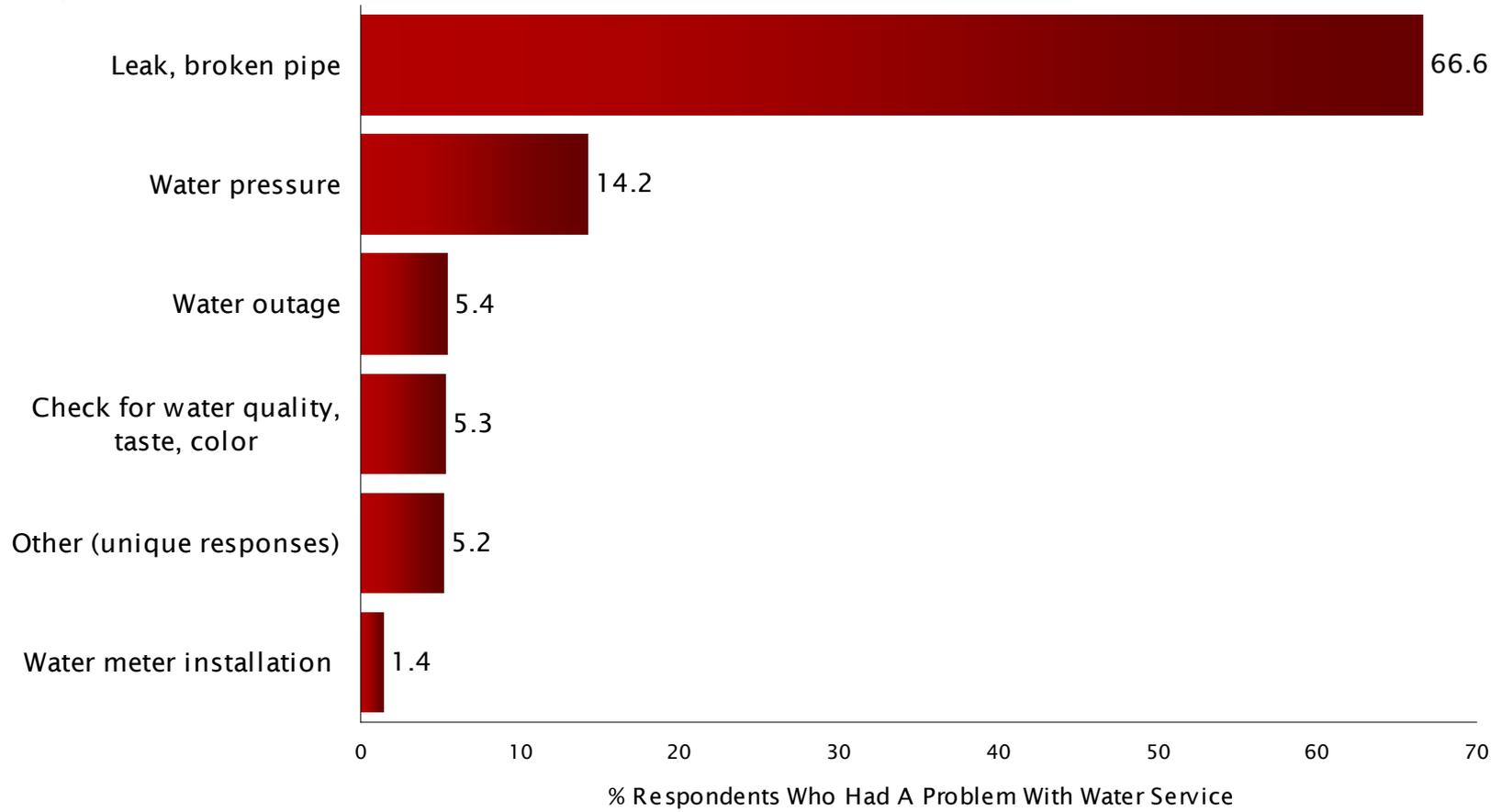
CONTACTED OMWD IN PAST 6 MONTHS



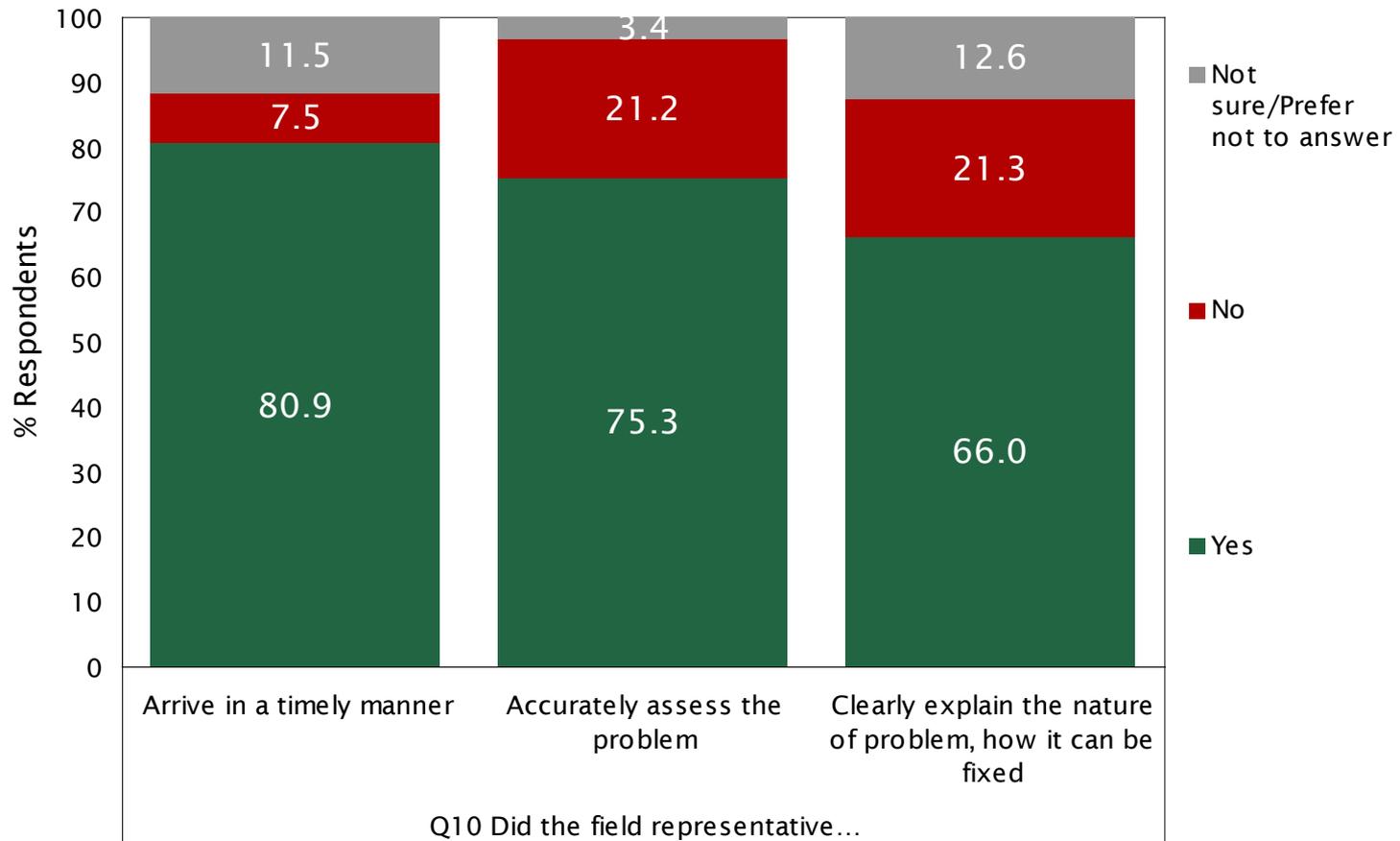
MAIN REASON FOR CONTACT



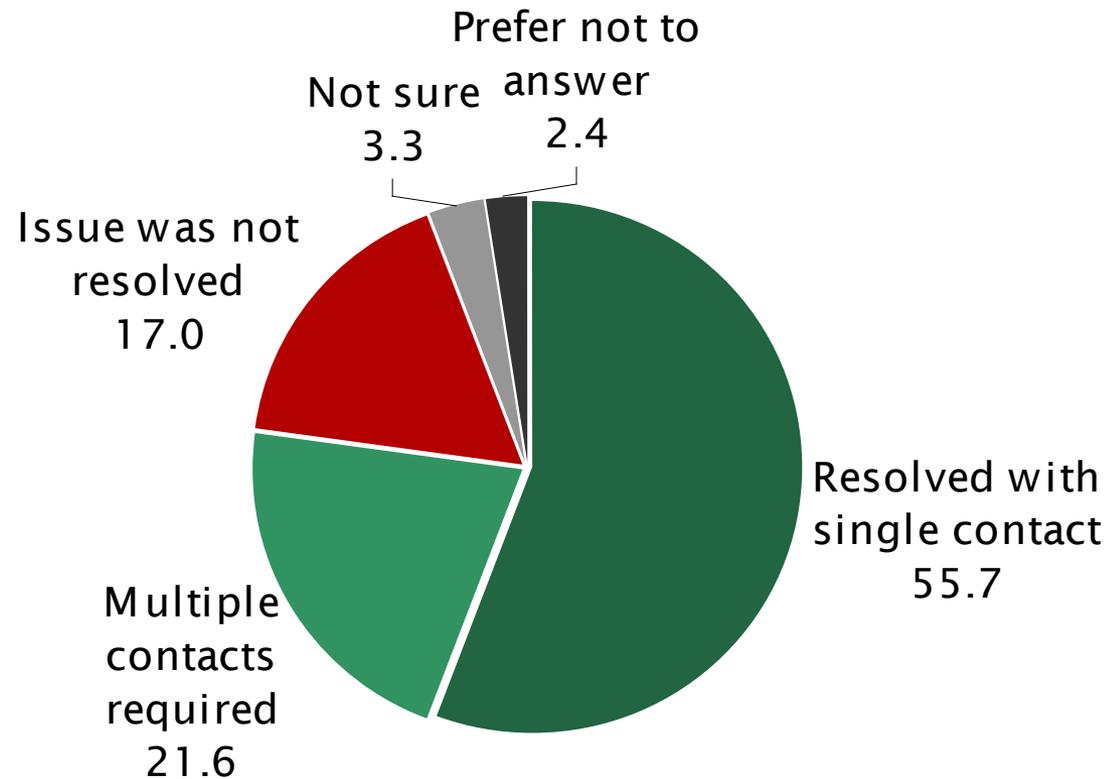
PROBLEM WITH WATER SERVICE



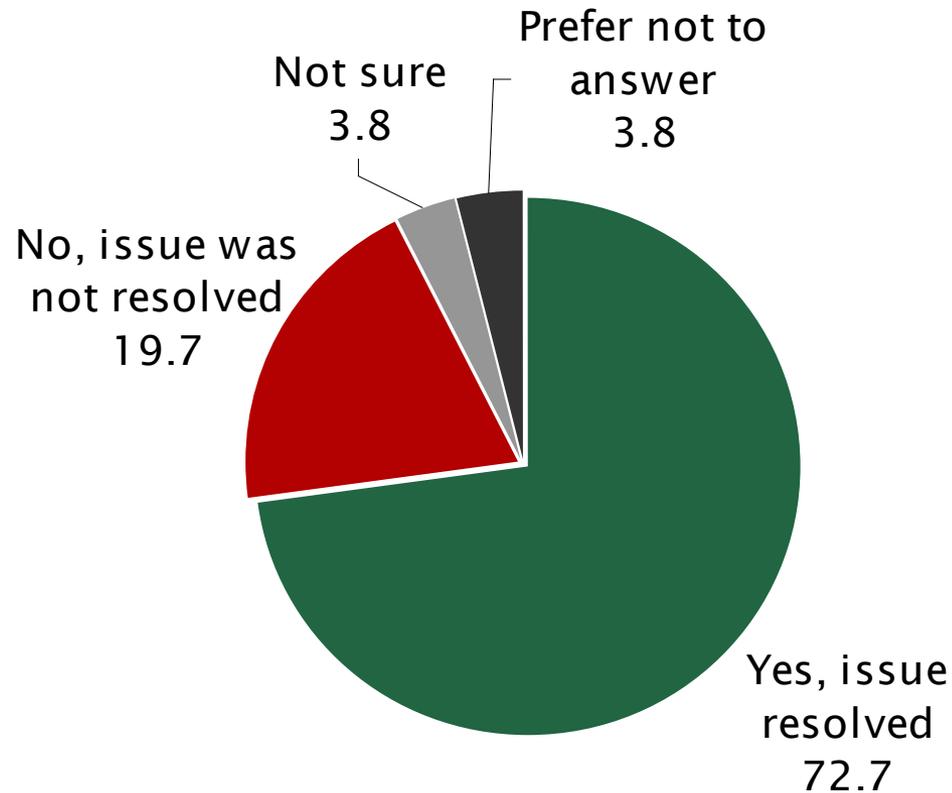
FIELD REPRESENTATIVE PERFORMANCE



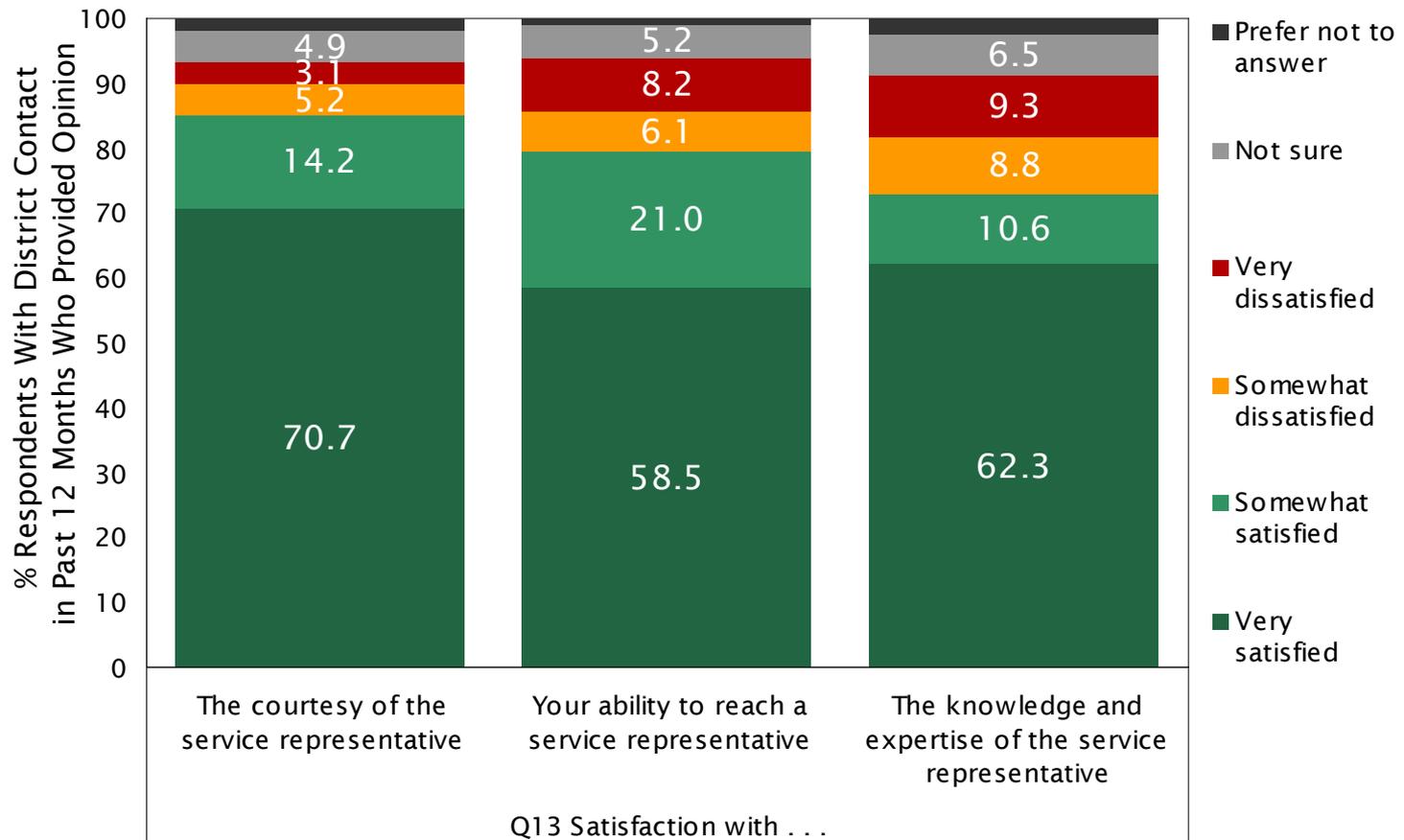
CONTACTS NEEDED TO SOLVE PROBLEM



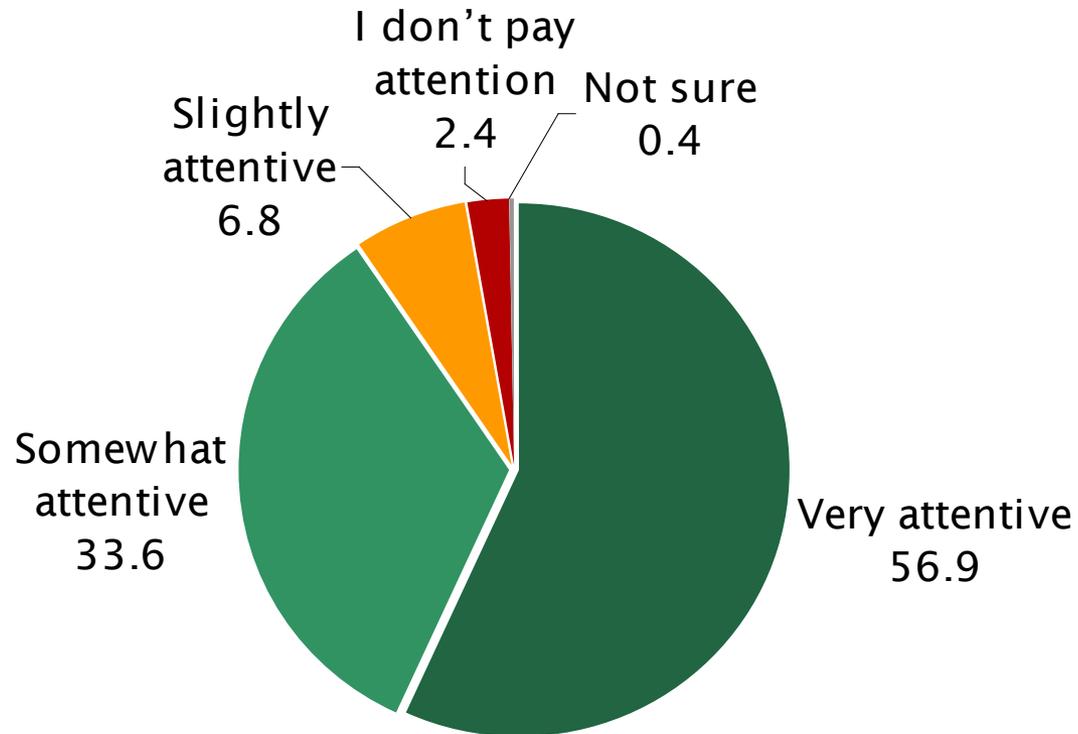
ISSUE RESOLVED TO SATISFACTION



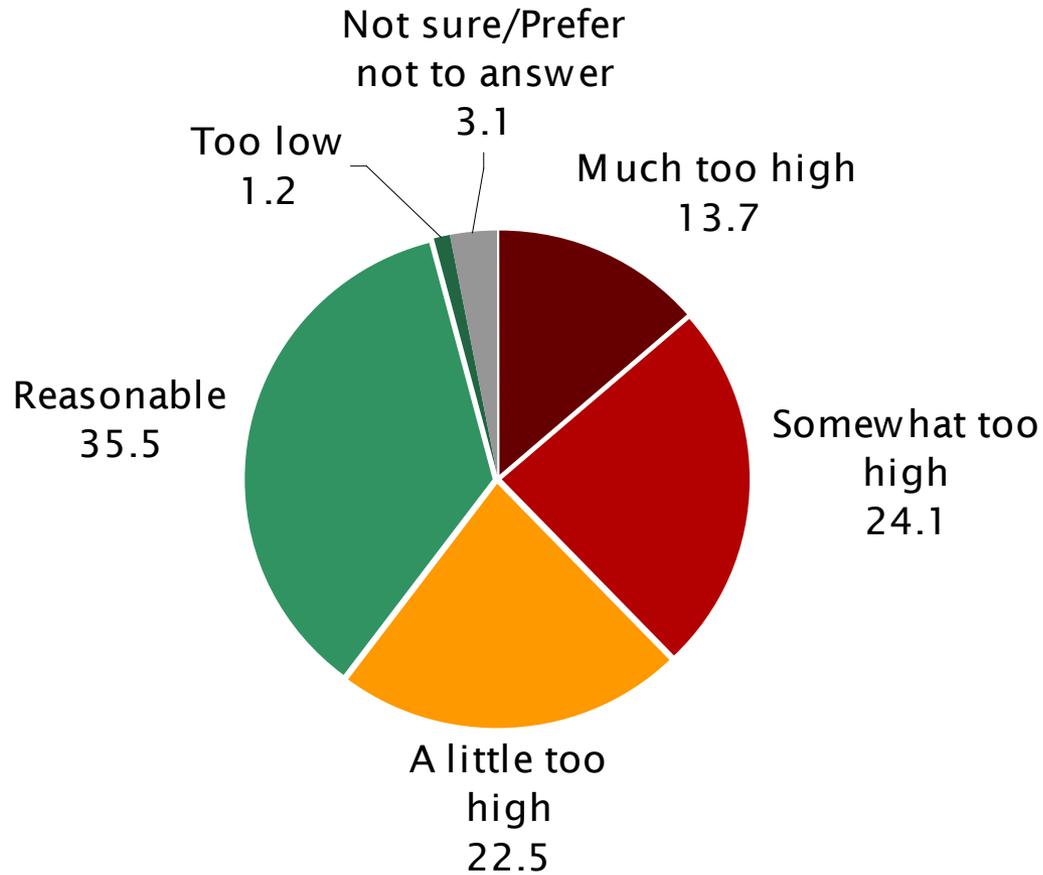
SERVICE REPRESENTATIVE PERFORMANCE



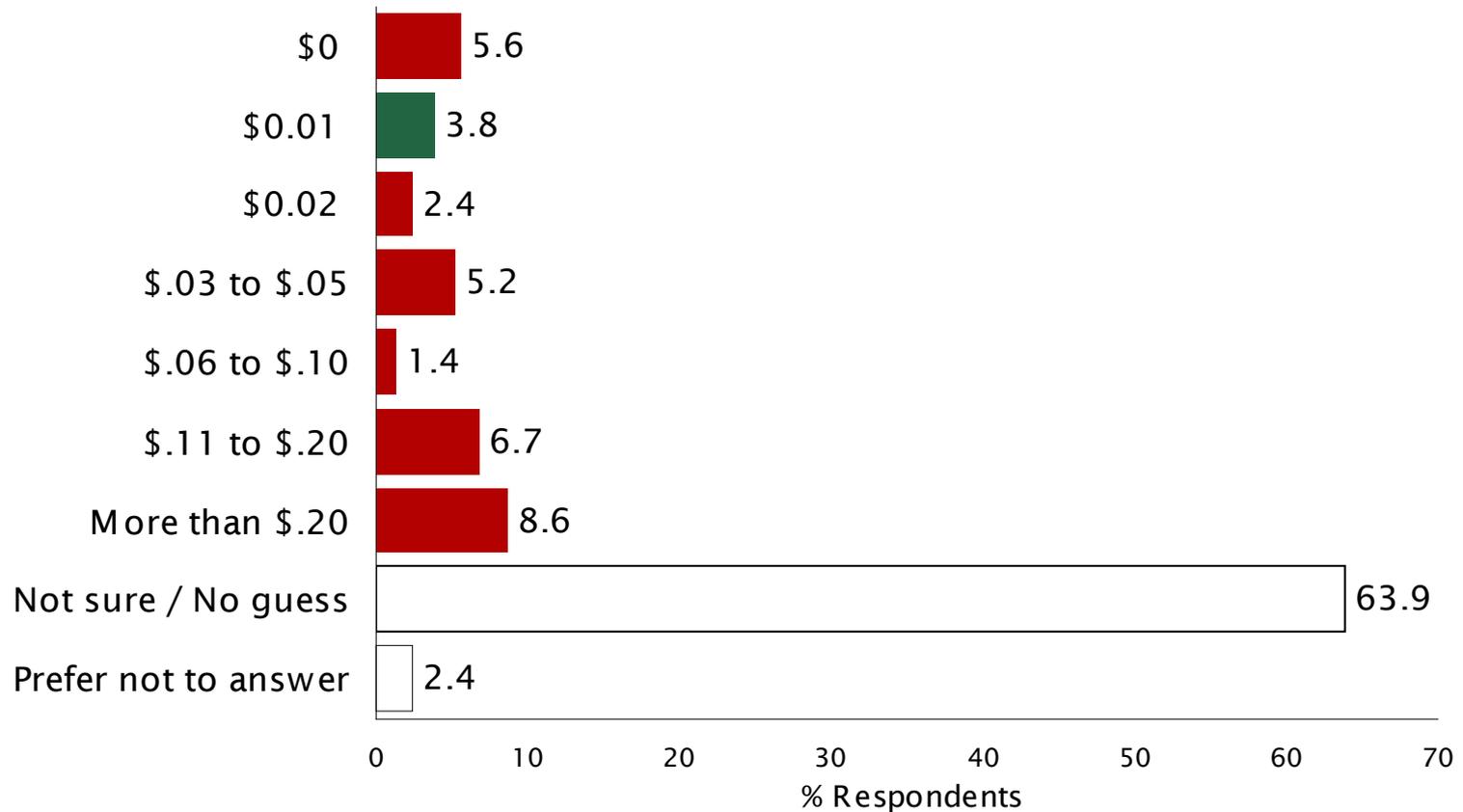
ATTENTIVENESS TO WATER USAGE



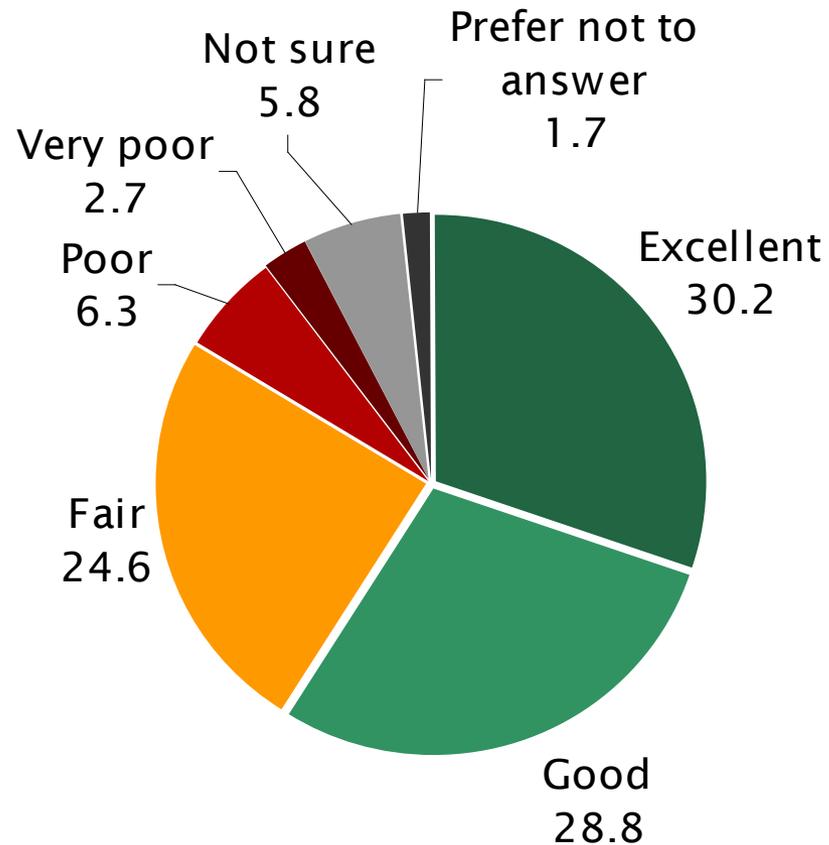
OPINION OF WATER BILLS



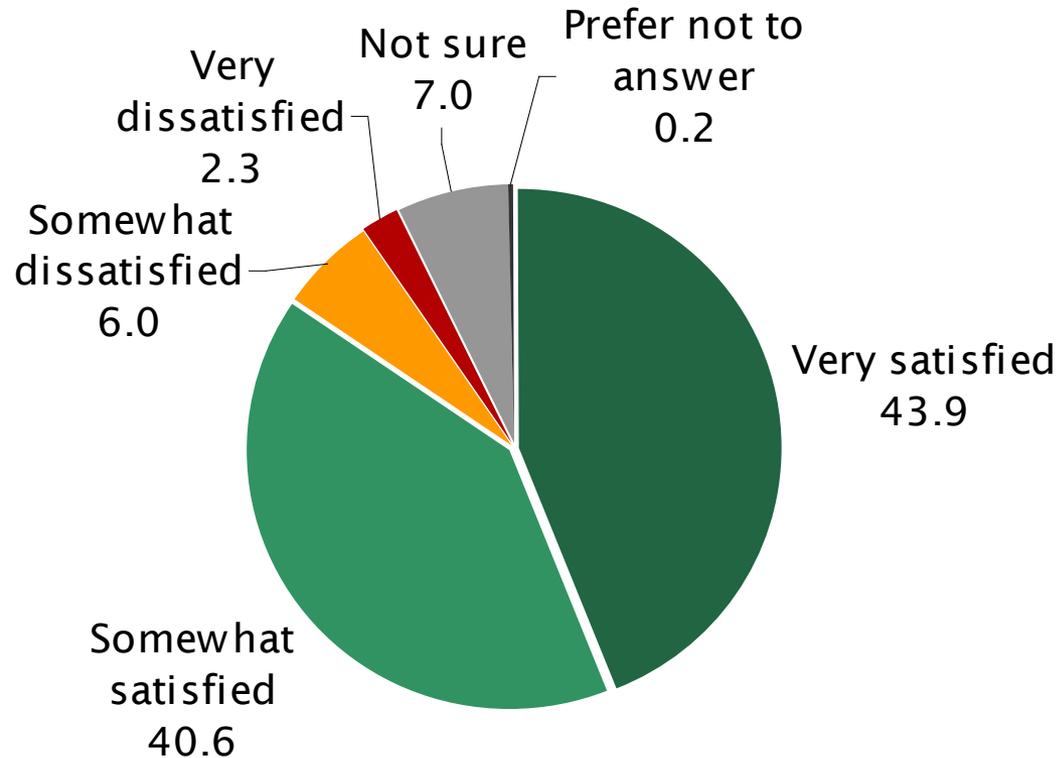
ESTIMATED COST OF WATER PER GALLON



OPINION OF WATER VALUE @ 1¢

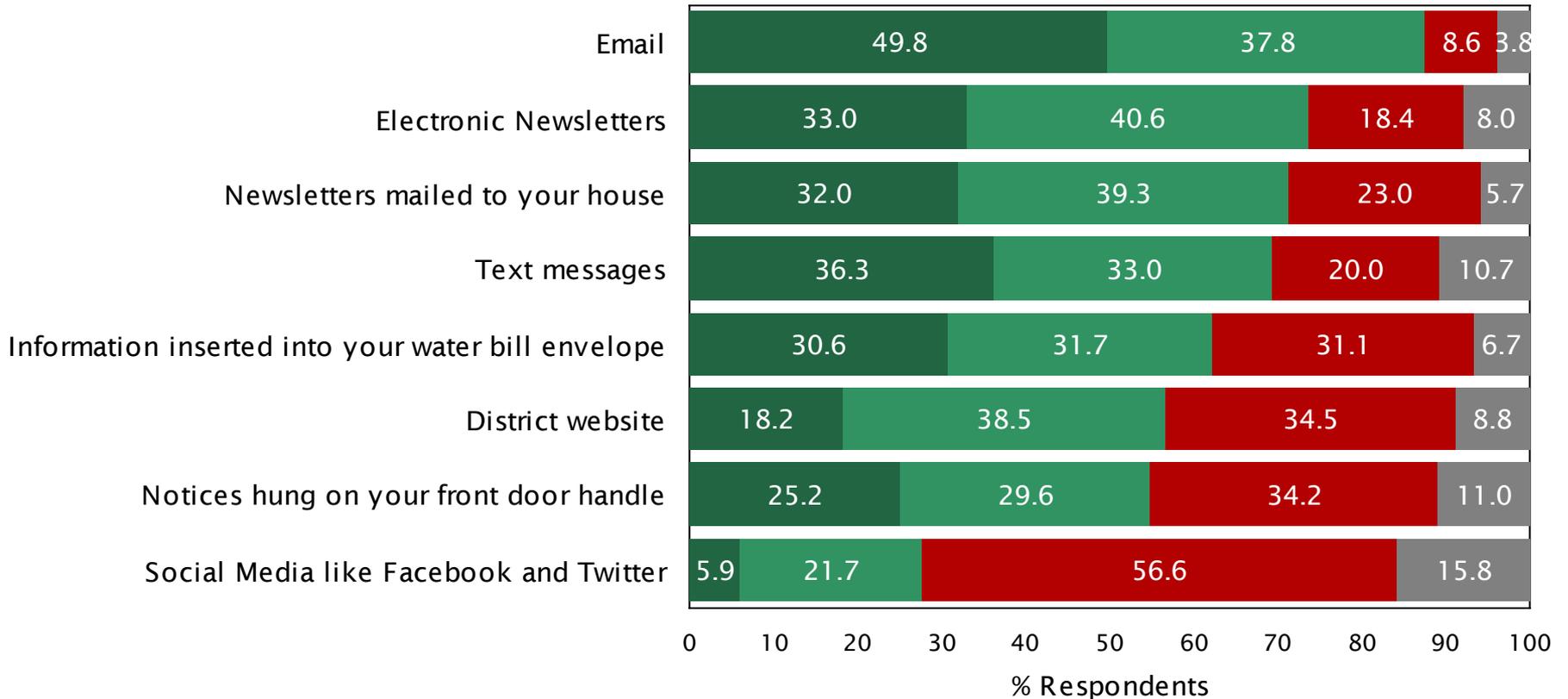


SATISFACTION WITH OMWD COMMUNICATION



EFFECTIVENESS OF METHODS

■ Very effective
 ■ Somewhat effective
 ■ Not at all effective
 ■ Prefer not to answer





KEY FINDINGS

Customer satisfaction is high

- Overall service provision
- Specific aspects of service
- Customer service provided by field reps and service staff
- OMWD Communications

Opportunity areas

- Educate voters on the true cost of water – it changes their opinion about value of service
- Educate customers on ways to conserve water
- Educate customers on the availability of rebate programs for water efficient appliances
- Continue to expand availability of recycled water for irrigation - (Educate customers on regulatory requirements for availability, ie: not currently available for single family residents)
- Improve diagnosis and explanation of problem & fix in field
- Improve knowledge and expertise of service representatives

CUSTOMER OPINION SURVEY
SUMMARY REPORT

PREPARED FOR

**OLIVENHAIN MUNICIPAL WATER
DISTRICT (OMWD)**



OCTOBER 5, 2022



1592 N COAST HIGHWAY 101
ENCINITAS CA 92024
760.632.9900 WWW.TN-RESEARCH.COM



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INTRODUCTION

Formed in 1959 to develop an adequate water supply for landowners and residents, the Olivenhain Municipal Water District (OMWD) currently provides water services, wastewater services, recycled water, and hydroelectricity to approximately 87,000 residents and businesses in Encinitas, Carlsbad, San Diego, Solana Beach, and neighboring communities. As a member of the San Diego County Water Authority, OMWD relies on imported water from the Colorado River and the Sacramento-San Joaquin Bay-Delta in Northern California for potable water, while also treating raw water locally to produce approximately two million gallons of recycled water daily.

As part of its commitment to provide high quality water services that meet the needs of its customers, OMWD regularly engages customers through community outreach, social media, and other communications activities and receives periodic feedback regarding its performance. Although these informal feedback mechanisms are a valuable source of information for the District in that they provide timely and accurate information about the opinions of *specific* customers, they do not necessarily provide an accurate picture of customers as a whole. Informal feedback mechanisms typically rely on the customer to initiate the feedback, which creates a self-selection bias—OMWD receives feedback from only those customers motivated enough to initiate the feedback process. Because these individuals tend to be either *very* pleased or *very* displeased with their service, their collective opinions are not necessarily representative of customers in OMWD’s service area as a whole.

PURPOSE OF STUDY The motivation for the current study was to design and employ a methodology that would avoid the self-selection bias noted above and thereby provide *statistically reliable* measures of residential customers’ perceptions, opinions, and satisfaction as they relate to OMWD and the services it provides. Ultimately, the survey results and analyses presented in this report provide the District with information that can be used to make sound, strategic decisions in a variety of areas including measuring and tracking internal performance, planning, program development, community outreach, and budgeting. To assist in this effort, OMWD selected True North Research to design the research plan and conduct the study. Broadly defined, the study was designed to:

- Measure residential customers’ overall satisfaction with OMWD’s efforts to provide water services, and their satisfaction with a variety of specific services;
- Profile customer interactions with the District and views of OMWD’s customer service;
- Identify whether customers view their water service as a good value;
- Determine satisfaction with OMWD’s communication with customers, as well as preferred methods of communication; *and*
- Gather relevant background and demographic information.

OVERVIEW OF METHODOLOGY A full description of the methodology used for this study is included later in this report (see *Methodology* on page 36). In brief, the survey was administered to a random sample of 910 residential customers who receive water services from OMWD. The survey followed a mixed-method design that employed multiple recruiting methods (email, text, and phone) and multiple data collection methods (phone and online). Administered

in English and Spanish between September 17 and September 29, 2022, the average interview was 15 minutes in length

ORGANIZATION OF REPORT This report is designed to meet the needs of readers who prefer a summary of the findings as well as those interested in the details of the results. For those who seek an overview, the section titled *Key Findings* is for you. It provides a summary of the most important findings and a discussion of their implications. This section is followed by a more detailed question-by-question discussion of the results from the survey by topic area (see *Table of Contents*), and a description of the methodology employed for collecting and analyzing the data. For the truly ambitious reader, the full questionnaire is included at the back of this report (see *Questionnaire & Toplines* on page 39) and a complete set of crosstabulations for the survey results is contained in Appendix A.

ACKNOWLEDGEMENTS True North thanks the Olivenhain Municipal Water District for the opportunity to conduct the study and for contributing valuable input during the design stage of this study. The collective experience, insight, and local knowledge provided by district representatives and staff improved the overall quality of the research presented here.

DISCLAIMER The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of OMWD. Any errors and omissions are the responsibility of the authors.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities, and concerns of their residents and customers. Through designing and implementing scientific surveys, focus groups, and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, establishing fiscal priorities, passing revenue measures, and developing effective public information campaigns. During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 1,200 survey research studies for public agencies—including more than 500 studies for California municipalities, utilities, special districts.



KEY FINDINGS

As noted in the *Introduction*, this study was designed to provide OMWD with a statistically reliable understanding of customers' perceptions, opinions, and satisfaction as they relate to the District and the services it provides. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the collective results of the survey answer some of the key questions that motivated the research.

How well is OMWD performing in meeting the needs of customers?

Residential customers are generally quite satisfied with OMWD's efforts to provide water services to their households. Approximately nine-in-ten respondents (89%) indicated they were satisfied with OMWD's overall performance in providing water services to their household, with 63% stating they were *very* satisfied. The high level of satisfaction expressed by respondents as a whole was also echoed across customer subgroups based on length of residence, move-in date, service area, home ownership status, age, gender, ethnicity, and average monthly bill. Across *all* subgroups, overall satisfaction with OMWD's performance ranged from a low of 83% to a high of 95%.

The high level of satisfaction expressed with the District's performance *in general* was also mirrored in respondents' assessments of OMWD's performance in providing *specific* services. For all but two service areas tested, at least 82% of respondents were satisfied with the District's efforts—and for many service areas more than 90% were satisfied. Among the 16 services tested, respondents were most satisfied with the District's efforts to provide reliable water service (97% very or somewhat satisfied), provide accurate billing statements (94%), keep the water system in good condition through timely repairs and maintenance (94%), provide water that is safe to drink (93%), communicate with customers about scheduled repairs, service disruptions, or other water-related issues (92%), and provide good customer service (92%).

How do customers rate OMWD's customer service?

One of the objectives of this study was to profile the opinions of customers who had reason to contact the District during the six months prior to taking the survey—focusing in particular on how they assess the customer service they received.

Approximately one-in-five customers surveyed (19%) reported that they had contacted the District in the six months prior to taking the survey regarding their water service, with the most common reasons being water-related service issues such as a leak, water pressure problem, or water quality issue, questions about billing/payments, and to make a payment. Among this subgroup, more than half (56%) of customers were able to resolve their issue with a single contact and three-quarters (73%) indicated that the reason for contacting OMWD was ultimately resolved to their satisfaction. Additionally, more than two-thirds indicated that

they were satisfied with the courtesy of the service representative (85%), their ability to reach a service representative (80%), and the knowledge and expertise of the service representative (73%).

Among the small subgroup of customers with a water service issue that required a field representative be sent to their property (4% of all residential customers surveyed), at least two-thirds indicated that the field representative arrived in a timely manner (81%), accurately assessed the problem (75%), and clearly explained the nature of the problem and how it could be fixed (66%).

Where should the District focus its efforts in the future?

Perhaps the most important recommendation, one often overlooked in customer satisfaction research, is for the District to recognize the things it does well and to focus on continuing to perform at a high level in these areas. As noted throughout this report, the vast majority of customers were generally pleased with the water services their households receive. The top priority for OMWD should thus be to do what it takes to maintain the quality of services it currently provides.

Nevertheless, in the spirit of constant improvement, the results of the study suggest several opportunities to increase customer satisfaction further. Based on the survey findings, some residential customers saw room for improvement in offering good *value for the cost* of water services, providing *rebate programs* that encourage customers to purchase water-efficient appliances, for *field representatives to clearly explain the nature of the problem and how it could be fixed* when sent to their property, and the *knowledge and expertise* of service representatives. Although a supermajority of respondents who provided an opinion were satisfied with each of these service aspects, the rates of satisfaction were somewhat lower when compared to the other service areas tested.

There is also an opportunity to increase customers' knowledge regarding the per-gallon cost of the water their household receives. As noted in the survey, 60% of customers felt that their monthly water bill is too high for the quality of water services their household receives, yet two-thirds (66%) of customers could not estimate the cost of water per gallon, and nearly all remaining customers *overestimated* the cost of water. Overall, just 4% of customers correctly understood that the water their household receives costs less than 1 cent per gallon.

Clarifying the true cost of water had a striking effect on the perceived value of OMWD's services. Once customers understood that water is priced at less than 1 cent per gallon, 59% rated water an excellent or good value, and an additional 25% felt water is a fair value. In fact, many who had previously complained that their water bill is too high switched to viewing water as an excellent or good value when informed about the true cost of water per gallon.

How well is OMWD communicating with customers?

Keeping up with the challenge of communicating with customers has been difficult for many public agencies in recent years. As the number of information sources and channels available to the public have dramatically increased, so too has the diversity in where customers regularly turn for their information. Not only have entirely new channels arisen to become mainstream and nearly ubiquitous (e.g., social media), within these channels there exists a proliferation of alternative services. To add to the challenge, public preferences for information sources are also dynamic—subject to change as new services are made available while others may fade in popularity—making thorough, effective communication a *moving* target for public agencies.

Against this backdrop of challenges, the survey reveals that the Olivenhain Municipal Water District has been doing an admirable job communicating with residential customers, with 85% of customers stating that they were satisfied with the District's efforts to communicate with them through newsletters, the Internet, and other means. Looking forward, customers were also clear about which methods would be the most effective for the District to communicate with them in the future, with email, electronic newsletters, mailed newsletters, and text messages widely perceived to be the most effective approaches.

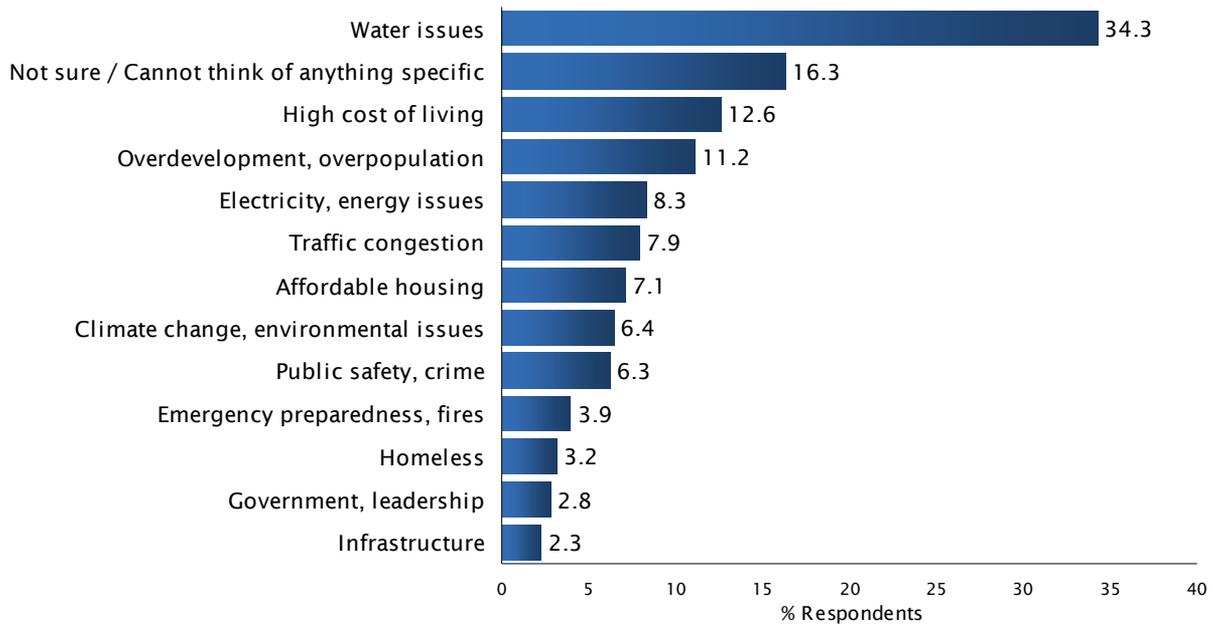
IMPORTANCE OF ISSUES

The first substantive question of the survey asked residential customers to identify what they feel is the most important issue facing North County residents. This question was posed in an open-ended manner, thereby allowing respondents to mention any issue that came to mind without being prompted by or restricted to a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 1. Because respondents were free to mention more than one issue, the percentages in the figure total more than 100%.

Overall, water issues were the most top of mind for residents (34%), followed by the high cost of living (13%), overdevelopment/overpopulation (11%), electricity/energy issues (8%), traffic congestion (8%), affordable housing (7%), climate change/environmental issues (6%), and public safety/crime (6%). No other specific issues were mentioned by at least 5% of respondents, respectively, while approximately 16% of respondents were unsure or unable to offer a specific issue facing North County residents.

Question 2 *What do you feel is the most important issue facing North County residents today?*

FIGURE 1 MOST IMPORTANT ISSUE FACING



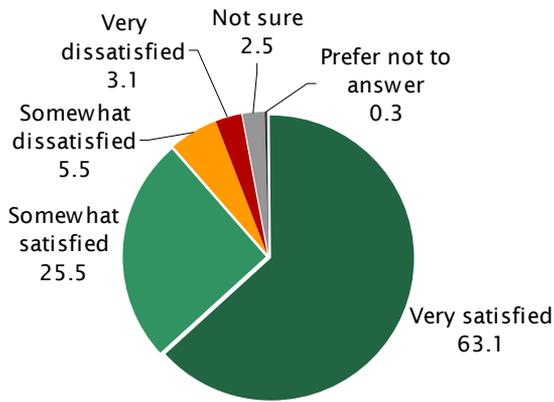
SATISFACTION WITH WATER SERVICES

After measuring respondents' views regarding issues of importance in their community, the survey transitioned to assessing customers' opinions about OMWD's performance in providing water services.

OVERALL SATISFACTION The first question in this series asked respondents to indicate if, generally speaking, they were satisfied or dissatisfied with the job the Olivenhain Municipal Water District is doing to provide water services to their household. Because this question does not reference a specific program, facility, or service and requested that the respondent consider OMWD's performance in general, the findings of this question may be regarded as an *overall performance rating* for the District.

Question 3 *Generally speaking, are you satisfied or dissatisfied with the job the Olivenhain Municipal Water District is doing to provide water services to your household?*

FIGURE 2 OVERALL SATISFACTION



As shown in Figure 2, approximately nine-in-ten respondents indicated they were either very (63%) or somewhat (26%) satisfied with OMWD's efforts to provide water services. Approximately 9% were very or somewhat dissatisfied, and 3% were unsure or unwilling to share their opinion.

Figures 3-5 display how customers' opinions about OMWD's overall performance in providing water services varied by a host of demographic traits. The high levels of satisfaction exhibited by respondents as a whole were generally echoed across all customer subgroups, with satisfaction ranging from a low of 83% to a high of 95%.

FIGURE 3 OVERALL SATISFACTION BY YEARS IN NORTH SAN DIEGO COUNTY & MOVE-IN YEAR

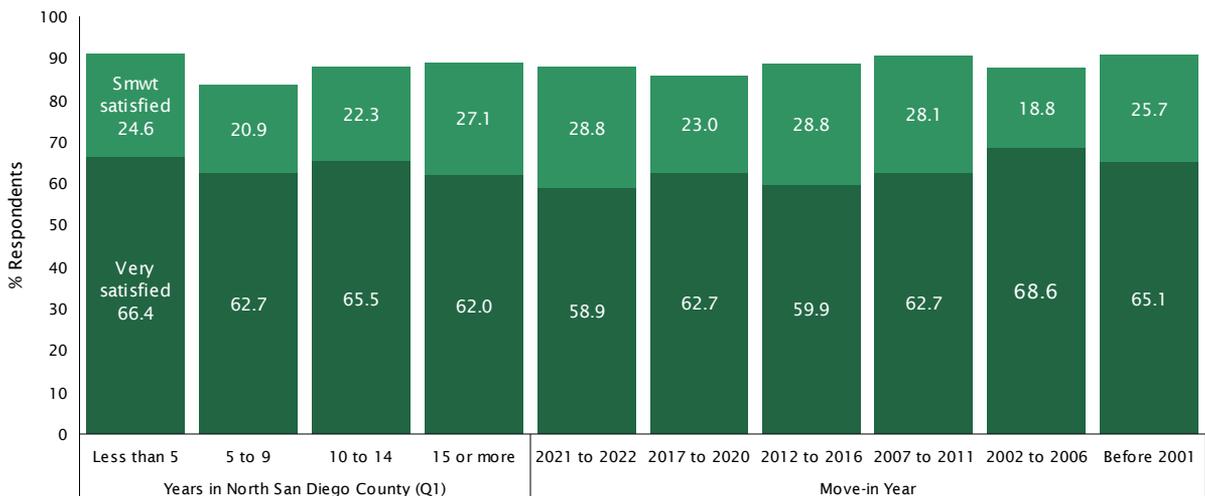


FIGURE 4 OVERALL SATISFACTION BY AGE, SERVICE AREA & HOME OWNERSHIP STATUS

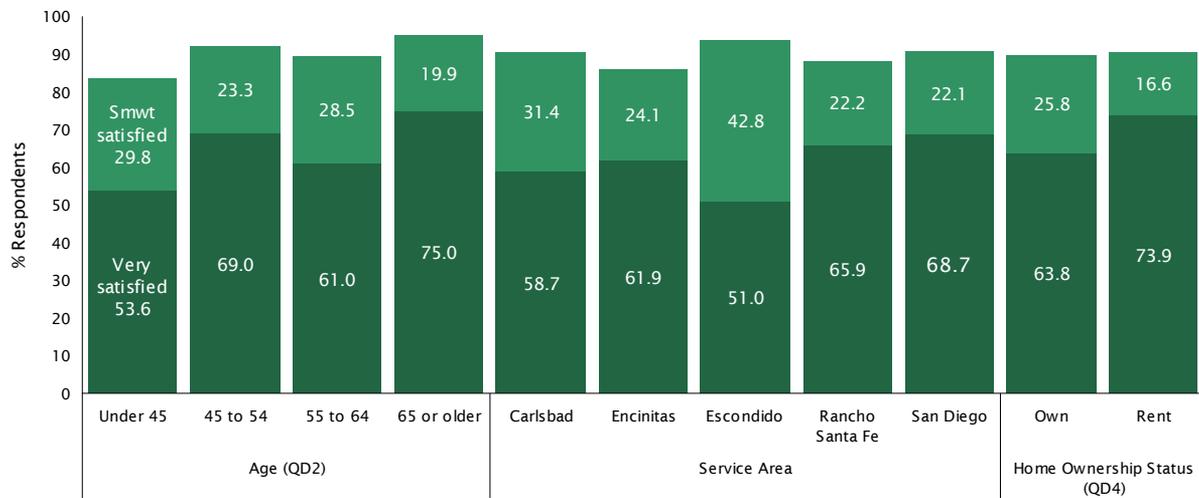
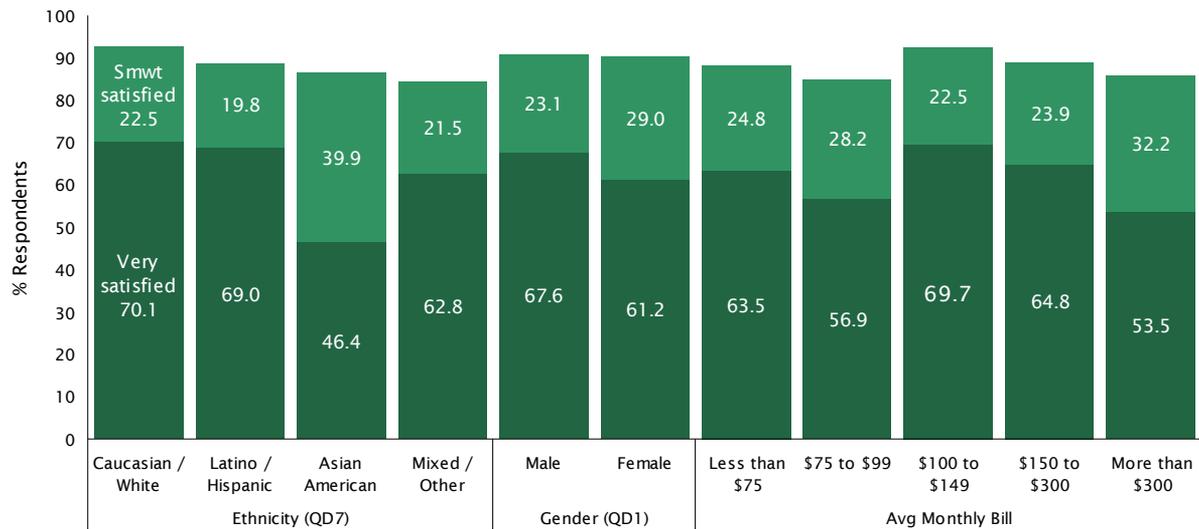


FIGURE 5 OVERALL SATISFACTION BY ETHNICITY, GENDER & AVERAGE MONTH BILL

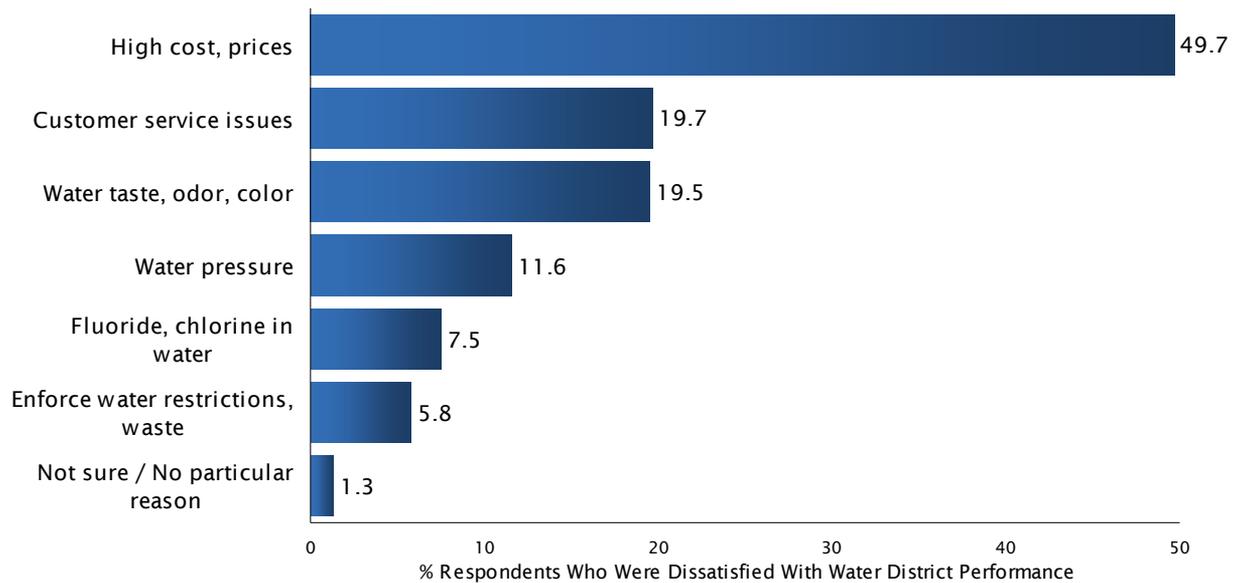


REASONS FOR DISSATISFACTION The minority of customers (9%) who indicated that they were generally dissatisfied with OMWD’s performance in providing water services to their household were subsequently asked to identify the particular reason for their dissatisfaction. Question 4 was presented in an open-ended manner, allowing respondents to mention any reason that came to mind without being constrained to a particular list. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 6 on the next page.

As shown in the figure, approximately half (50%) of customers who were dissatisfied with the water services they receive mentioned the high cost as being the reason. Others referenced a customer service issue (20%), an issue with the taste, odor, or color of their water (20%), water pressure (12%), or fluoride/chlorine in the water (8%), and OMWD’s enforcement of water restrictions/wasteful use of water (6%).

Question 4 *Is there a particular reason why you are dissatisfied with the Water District's performance?*

FIGURE 6 REASON FOR DISSATISFACTION WITH WATER DISTRICT PERFORMANCE



SPECIFIC SERVICES Whereas Question 3 addressed OMWD's *overall* performance, the next question series asked respondents to rate their level of satisfaction with the District's efforts to provide *specific* services. The order of the items was randomized for each respondent to avoid a systematic position bias.

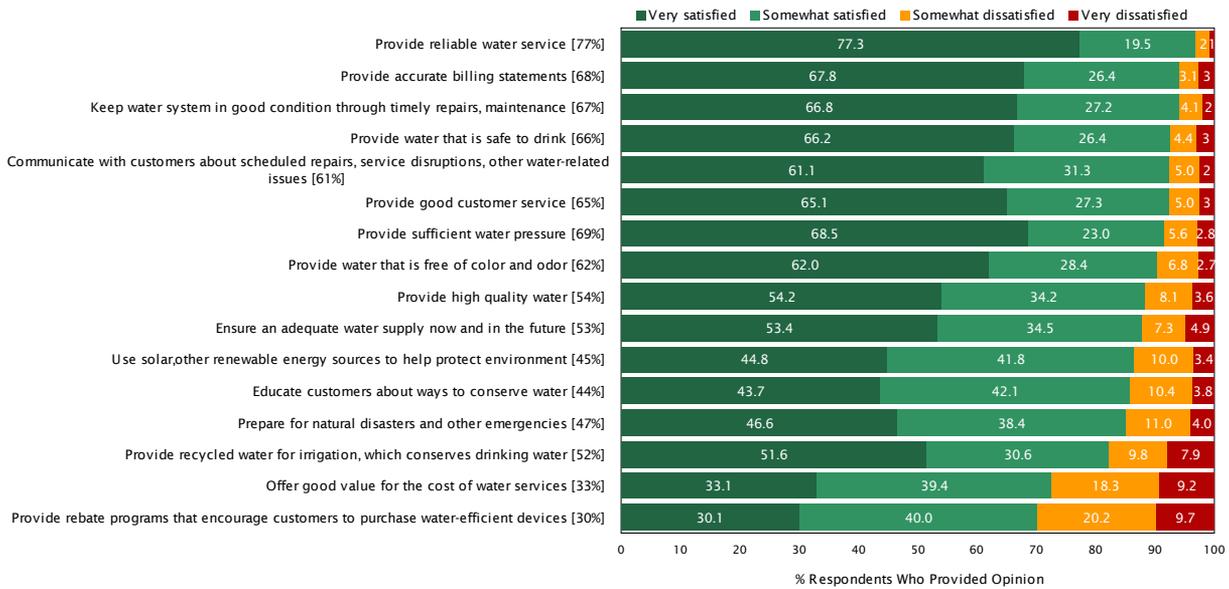
Figure 7 on the next page presents the services sorted by the percentage of respondents who were either very or somewhat satisfied with OMWD's efforts to provide the service. For comparison purposes between the services, only respondents who held an opinion (satisfied or dissatisfied) are included in the figure. Those who did not have an opinion were removed from this analysis. The percentage of respondents who provided an opinion (satisfied or dissatisfied) is shown in brackets beside the service label in the figure, while the bars represent the answers of those with an opinion.

At the top of the list, respondents were most satisfied with OMWD's efforts to provide reliable water service (97% very or somewhat satisfied), provide accurate billing statements (94%), keep the water system in good condition through timely repairs and maintenance (94%), provide water that is safe to drink (93%), communicate with customers about scheduled repairs, service disruptions, or other water-related issues (92%), and provide good customer service (92%).

When compared to the other services tested, respondents were somewhat less satisfied with OMWD's efforts to provide rebate programs that encourage customers to purchase water-efficient appliances (70%) and offer good value for the cost of water services (73%). Even for these services, however, is it noteworthy that at least seven-in-ten respondents indicated they were satisfied.

Question 5 Next, I'm going to read a list of specific services provided by the Water District. For each of the services I read, please tell me whether you are satisfied or dissatisfied with the District's efforts to provide the service. Are you satisfied or dissatisfied with the District's efforts to: -----, or do you not have an opinion?

FIGURE 7 SATISFACTION WITH SERVICES



DIFFERENTIATORS OF OPINION For the interested reader, Table 1 on the next page displays how the level of satisfaction with each specific service tested in Question 5 varied according to customers' overall performance ratings for OMWD (see *Overall Satisfaction* on page 7). The table divides customers who were satisfied with the District's *overall performance* into one group and those dissatisfied into a second group. Shown in the far right column is the difference between the two groups in terms of the percentage who indicated they were satisfied with the provision of each service tested in Question 5. The services are sorted by that difference, with the greatest differentiators of opinion near the top of the table.

When compared with their counterparts, those satisfied with OMWD's performance in providing water services *overall* were also more likely to express satisfaction with the District's efforts to provide each of the individual services tested in Question 5. With that said, the greatest specific differentiators of opinion between satisfied and dissatisfied customers were found with respect to the District's efforts to offer good value for the cost of water services, provide high quality water, educate customers about ways to conserve water, and provide rebate programs that encourage customers to purchase water-efficient devices.

TABLE 1 SATISFACTION WITH SERVICES BY OVERALL SATISFACTION

		Overall Satisfaction With OMWD (Q3)		Difference Between Groups For Each Service
		Very or somewhat satisfied	Very or somewhat dissatisfied	
% Respondents Satisfied With Each Service	Offer good value for the cost of water services	78.3	19.3	59.1
	Provide high quality water	93.5	35.0	58.5
	Educate customers about ways to conserve water	90.2	39.1	51.1
	Provide rebate programs that encourage customers to purchase water-efficient devices	75.4	27.1	48.3
	Provide good customer service	96.7	51.4	45.2
	Ensure an adequate water supply now and in the future	91.7	46.7	45.0
	Prepare for natural disasters and other emergencies	88.9	45.7	43.1
	Provide water that is free of color and odor	93.9	53.3	40.7
	Use solar and other renewable energy sources to help protect the environment	91.0	51.4	39.6
	Provide recycled water for irrigation, which conserves drinking water	86.3	47.3	39.0
	Keep the water system in good condition through timely repairs and maintenance	97.3	59.7	37.6
	Communicate with customers about scheduled repairs, service disruptions and other water-related issues	95.3	59.5	35.8
	Provide water that is safe to drink	95.6	61.2	34.4
	Provide accurate billing statements	97.0	64.0	33.0
	Provide reliable water service	99.4	68.8	30.6
Provide sufficient water pressure	93.8	67.4	26.4	

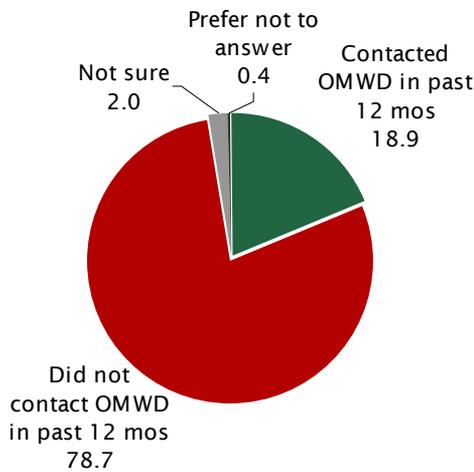
CUSTOMER SERVICE

The next section of the survey included questions to gauge whether residential customers had contacted the Olivenhain Municipal Water District in the past six months, the reason for their most recent contact, if the reason that prompted contact was resolved to their satisfaction, and ratings for field representatives.

DISTRICT CONTACT Respondents were first asked if they had contacted the Olivenhain Municipal Water District for any reason during the six months prior to the interview. Figure 8 shows that approximately one-in-five respondents (19%) indicated that they had contacted the District in the six months prior to the interview.

Question 6 *During the past six months, have you or anyone else in your household contacted the Olivenhain Water District for any reason?*

FIGURE 8 CONTACTED OMWD IN PAST 6 MONTHS



When compared with their respective counterparts, those who had lived in North County less than five years, customers with recent move-in dates (2021 and 2022), residents of Escondido, those who indicated they were dissatisfied overall with their water service, individuals of mixed/other ethnicities, and customers with average monthly water bills in excess of \$300 were the most likely to report having contacted the District during this period (see figures 9-11).

FIGURE 9 CONTACTED OMWD IN PAST 6 MONTHS BY YEARS IN NORTH SAN DIEGO COUNTY & MOVE-IN YEAR

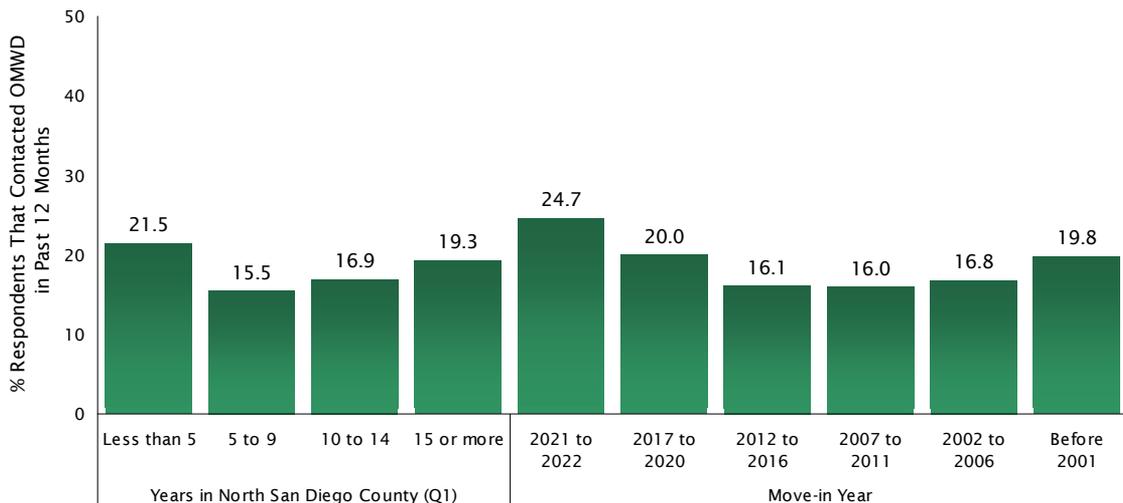


FIGURE 10 CONTACTED OMWD IN PAST 6 MONTHS BY AGE, SERVICE AREA & OVERALL SATISFACTION

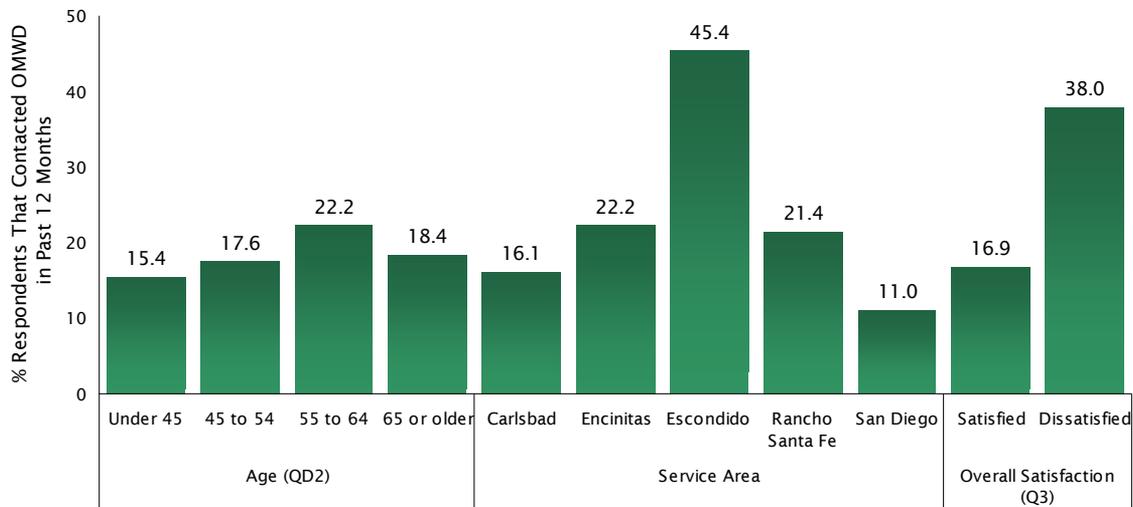
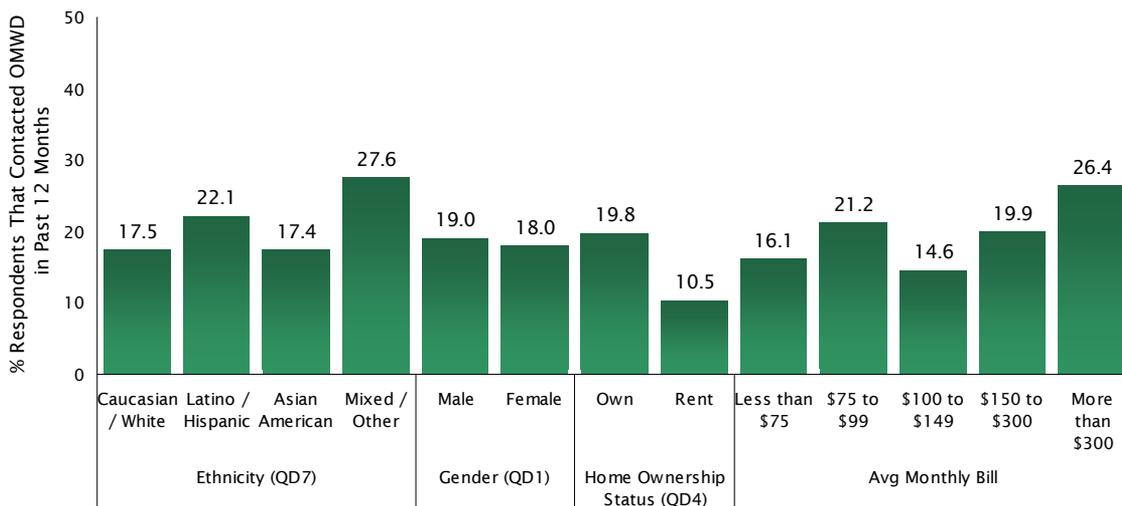


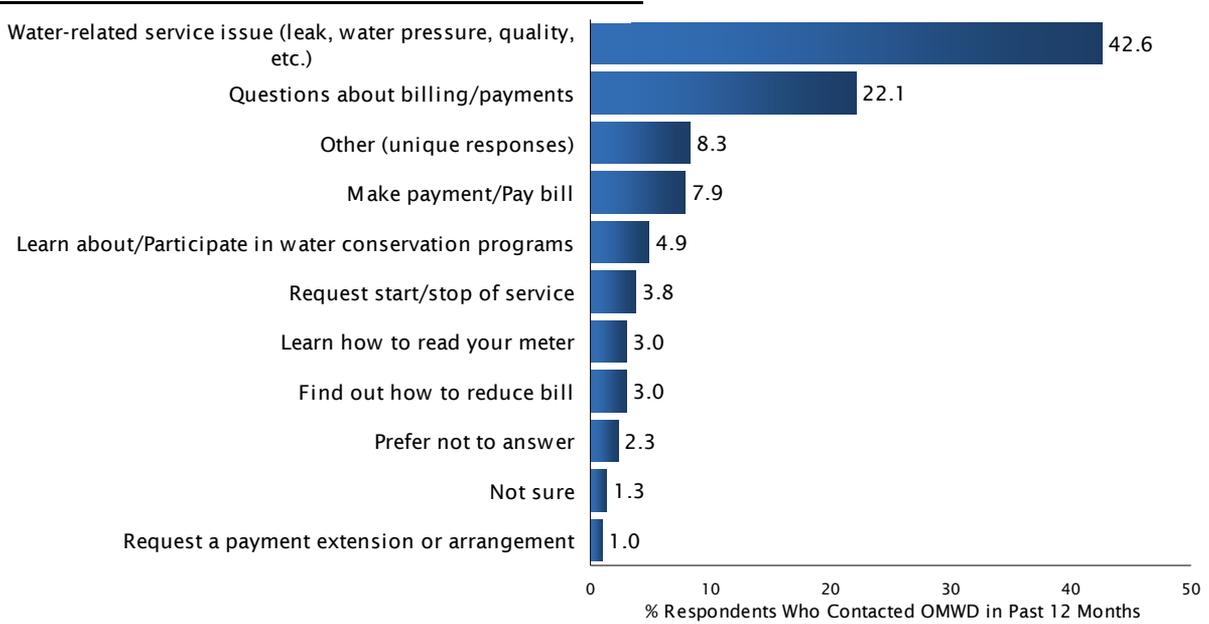
FIGURE 11 CONTACTED OMWD IN PAST 6 MONTHS BY ETHNICITY, GENDER, HOME OWNERSHIP STATUS & AVERAGE MONTHLY BILL



REASON FOR CONTACT Respondents who indicated that they or someone in their household had contacted OMWD within the past six months were asked a series of follow-up questions about their contact. The first question in this series asked respondents to recall the main reason or issue that prompted their most recent contact with the District. Question 7 was asked in an open-ended manner to avoid respondents being prompted by or restricted to a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 12. Overall, respondents were most likely to have contacted the District about water-related service issues such as a leak, water pressure problem, or water quality issue (43%), followed by billing or payment questions (22%), other unique issues (8%), or to make a payment (8%). When customers who specifically mentioned having a problem with their *water service* were subsequently asked to describe the problem (see Figure 13), the most common issues were a water leak/broken pipe (67%), water pressure problem (14%), water outage (5%), or concern about water quality, taste, or color (5%).

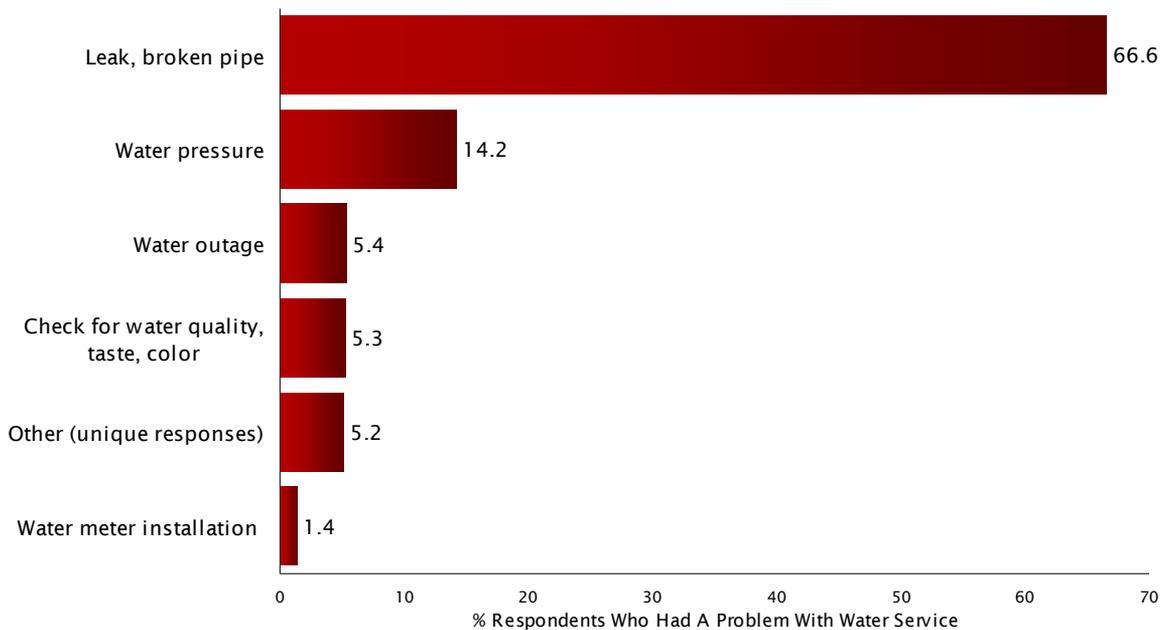
Question 7 *Thinking of your most recent contact, what was the main reason or issue that prompted you to contact the District?*

FIGURE 12 MAIN REASON FOR CONTACTING DISTRICT



Question 8 *Can you describe the specific problem you were having with your water service?*

FIGURE 13 PROBLEM WITH WATER SERVICE



FIELD REPRESENTATIVES The small customer segment (8% of all customers) who had contacted the District about a water-related service issue within the past six months were also asked whether their problem involved the District sending a field representative to their property. As shown in Figure 14, just over half (55%) of all customers in this subgroup had a field representative sent to their property, although the percentage varied greatly by select customer characteristics (see figures 15-17).¹

Question 9 *Did your problem involve the Water District sending a field representative to your property?*

FIGURE 14 PROBLEM INVOLVED WATER DISTRICT REPRESENTATIVE

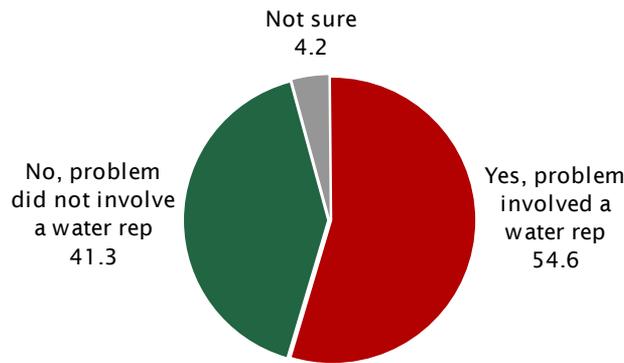
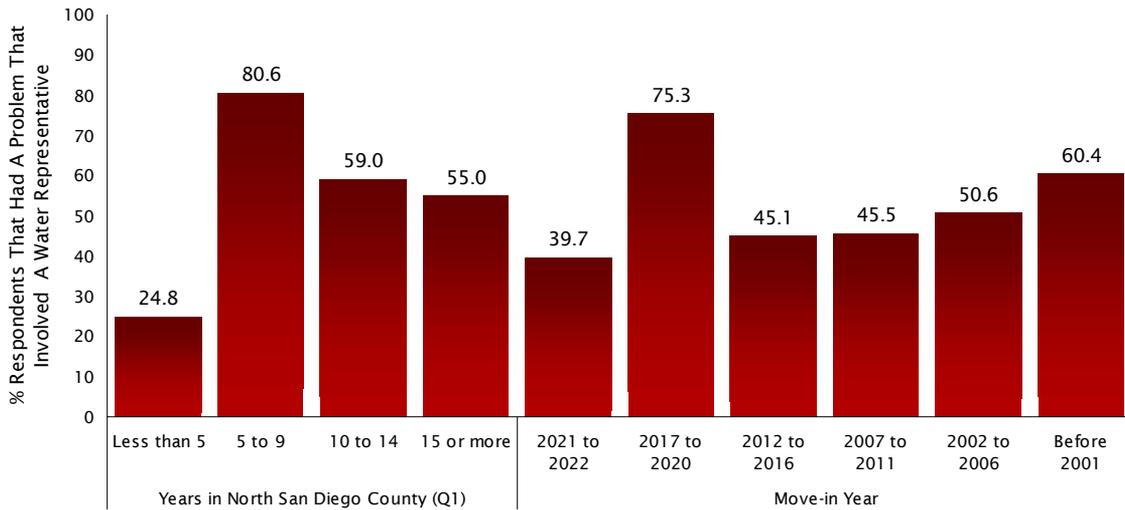


FIGURE 15 PROBLEM INVOLVED WATER DISTRICT REPRESENTATIVE BY YEARS IN NORTH SAN DIEGO COUNTY & MOVE-IN YEAR



1. The substantial variability in results by subgroup for this question is, in part, an artifact of the small sample size in any given subgroup.

FIGURE 16 PROBLEM INVOLVED WATER DISTRICT REPRESENTATIVE BY AGE, SERVICE AREA & OVERALL SATISFACTION

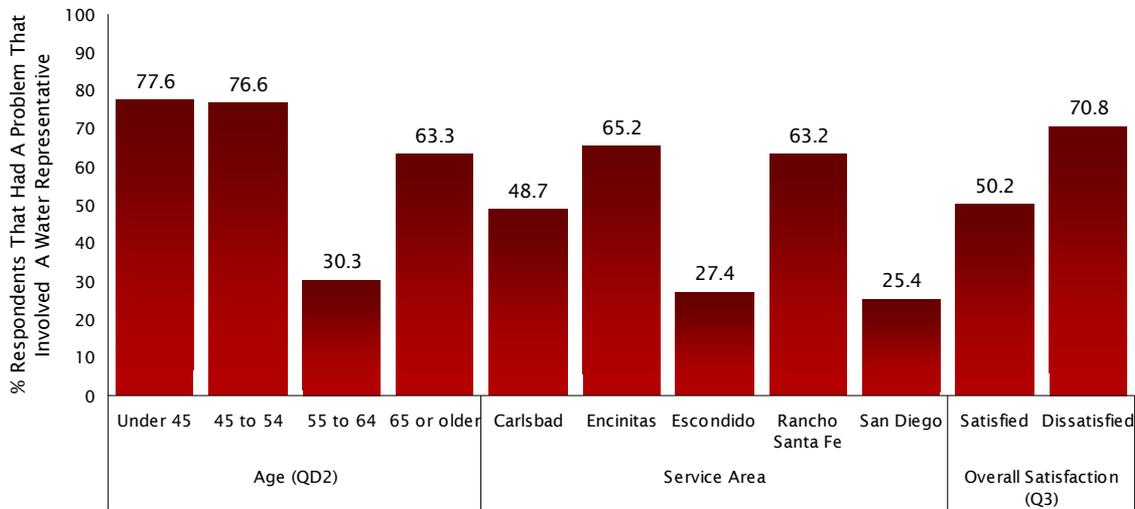
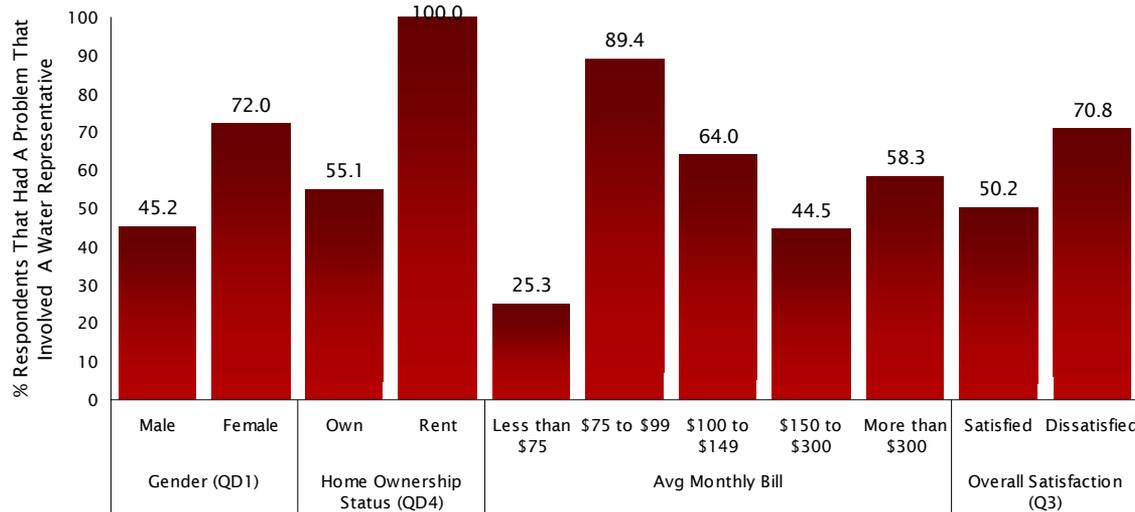


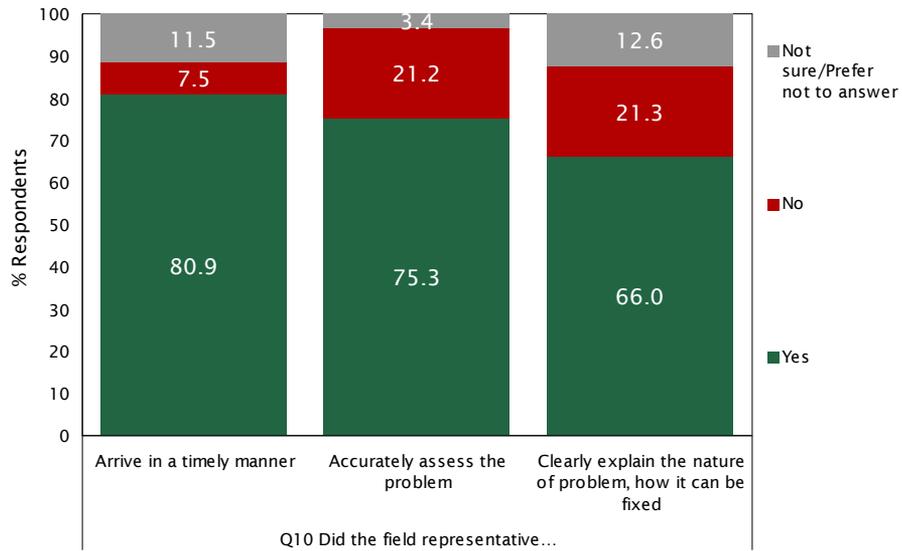
FIGURE 17 PROBLEM INVOLVED WATER DISTRICT REPRESENTATIVE BY GENDER, HOME OWNERSHIP STATUS, AVERAGE MONTHLY BILL & OVERALL SATISFACTION



The next question in this section asked respondents who had a field representative sent to their property for a water-related service problem to rate the field representative on three dimensions. Presented in Figure 18 on the next page, at least two-thirds of this customer segment indicated that the field representative arrived in a timely manner (81%), accurately assessed the problem (75%), and clearly explained the nature of the problem and how it could be fixed (66%).

Question 10 *Did the field representative: _____?*

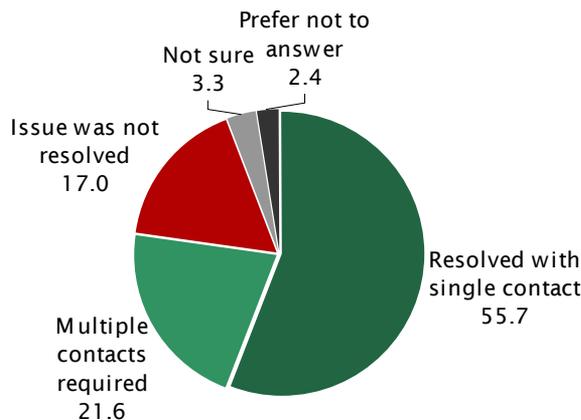
FIGURE 18 FIELD REPRESENTATIVE PERFORMANCE



NUMBER OF CONTACTS NEEDED TO RESOLVE ISSUE Turning back to the larger segment of customers whose household had contacted OMWD within the past six months, Question 11 asked if they were able to resolve their issue with a single contact, or whether multiple calls/contacts were required. As displayed in Figure 19, just over half of customers who had contacted the District were able to resolve their issue with a single contact (56%). Twenty-two percent (22%) required multiple contacts, 17% indicated that the issue was not resolved, and 6% were unsure or unwilling to state.

Question 11 *Were you able to resolve the issue with a single contact, or were multiple calls/contacts required to resolve the issue?*

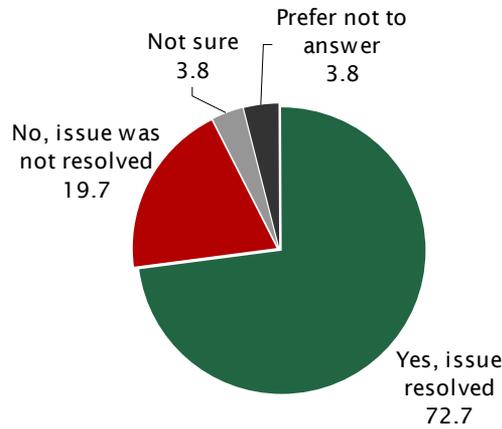
FIGURE 19 PROBLEM RESOLVED WITH SINGLE CONTACT OR MULTIPLE CALLS/CONTACTS



ISSUE RESOLVED TO SATISFACTION When asked if the reason for contacting OMWD was ultimately resolved to their satisfaction, three-quarters (73%) of the customers who had contacted the District answered in the affirmative, whereas 20% stated the issue was not resolved to their satisfaction and 8% were unsure or unwilling to answer the question (see Figure 20).

Question 12 *Was the reason you contacted them ultimately resolved to your satisfaction?*

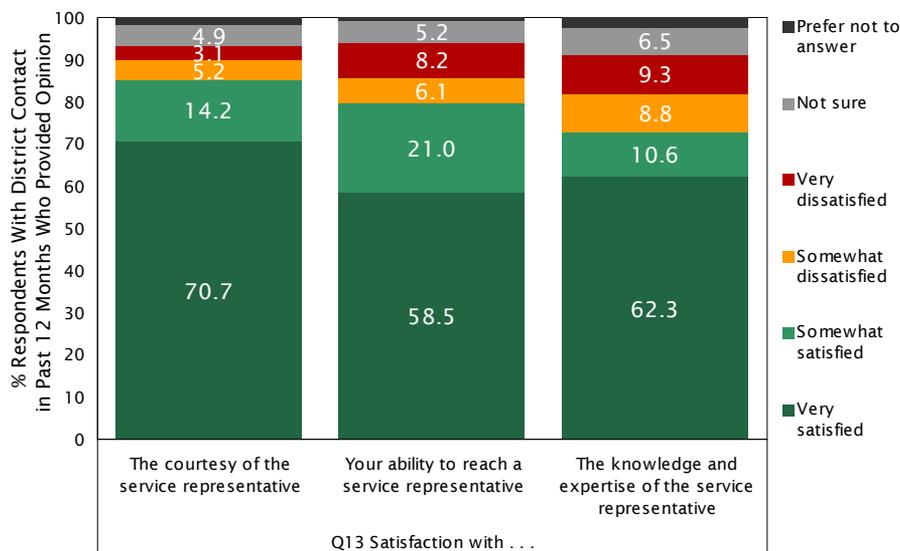
FIGURE 20 ISSUES RESOLVED TO SATISFACTION



SATISFACTION WITH SERVICE REPRESENTATIVES The final question in this series asked customers who had been in contact with the District to provide their level of satisfaction with the service representatives' accessibility, courtesy, and knowledge/expertise.

Question 13 *When contacting the Water District, were you satisfied or dissatisfied with _____, or do you not have an opinion?*

FIGURE 21 SERVICE REPRESENTATIVE'S PERFORMANCE



As displayed in Figure 21 on the prior page, respondents provided high ratings for all three dimensions tested, with more than two-thirds of this customer segment indicating they were very or somewhat satisfied with the courtesy of the service representative (85%), their ability to reach a service representative (80%), and the knowledge and expertise of the service representative (73%).

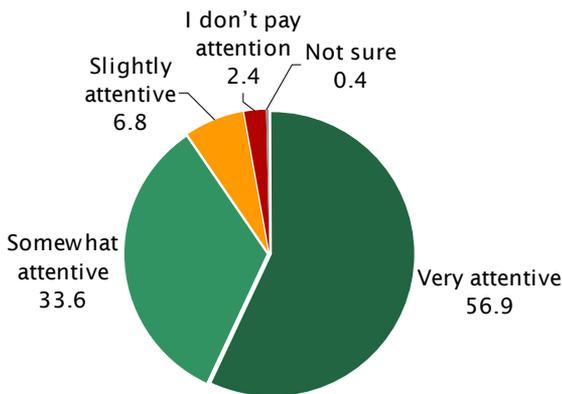
ATTENTION & VALUE

Having taken a pulse on the most important issues facing North County residents and customers' satisfaction with various aspects of the water services their household receives from OMWD, the survey transitioned to respondents' attentiveness to the amount of water their household uses and the perceived value of their water services.

ATTENTION PAID TO HOUSEHOLD WATER USE The first question in this series asked respondents to rate how attentive they are to the amount of water their household uses. Overall, 57% of respondents reported that they are very attentive to their household's water use, 34% somewhat attentive, and 7% slightly attentive. Approximately 2% of respondents confided they do not pay any attention to how much water their household uses and less than 1% were unsure or declined to state (Figure 22).

Question 14 *In general, how much attention do you pay to the amount of water your household uses? Would you say you are very attentive, somewhat attentive, slightly attentive, or do you not pay attention to your water use?*

FIGURE 22 ATTENTIVENESS TO WATER USAGE



Figures 23-25 display attentiveness to water use across a host of demographic sub-groups. The figures reveal that customers are reasonably consistent in the amount of attention they pay to their household's water use, with the percentage reporting that they were at least somewhat attentive ranging between 83% (Asians) and 97% (Escondido residents).

FIGURE 23 ATTENTIVENESS TO WATER USAGE BY YEARS IN NORTH SAN DIEGO COUNTY & MOVE-IN YEAR

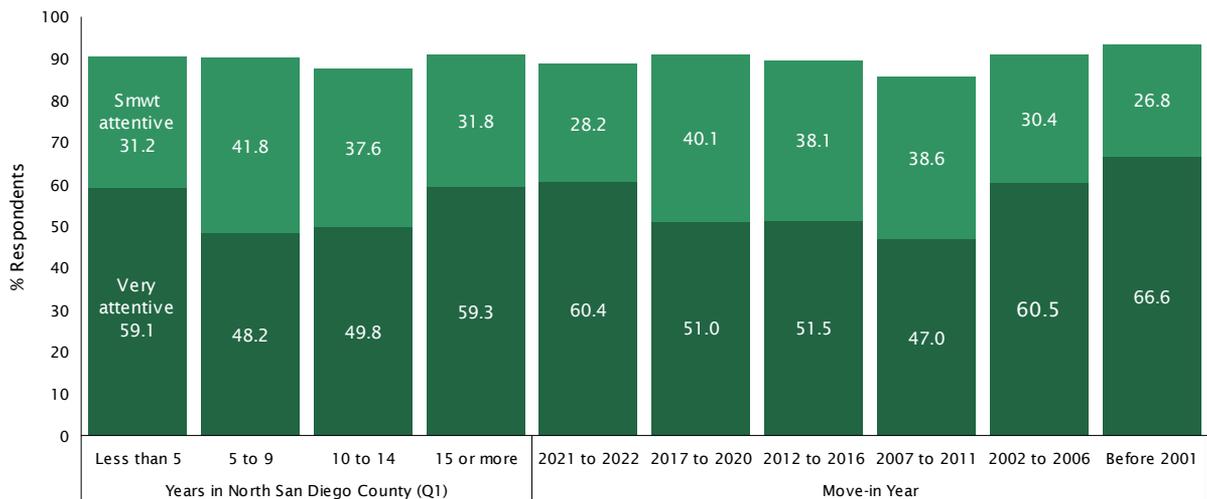


FIGURE 24 ATTENTIVENESS TO WATER USAGE BY AGE, SERVICE AREA & OVERALL SATISFACTION

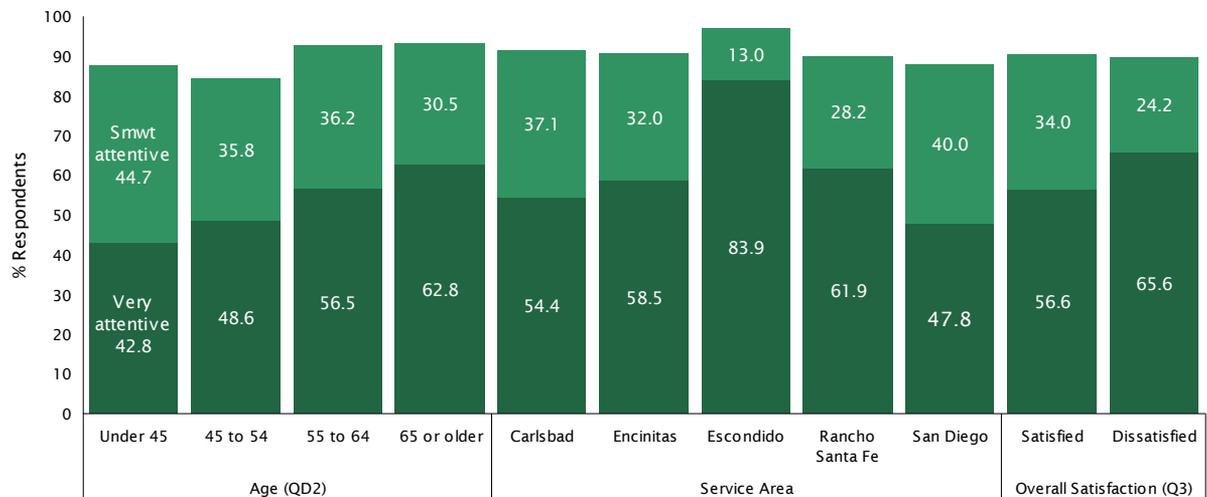
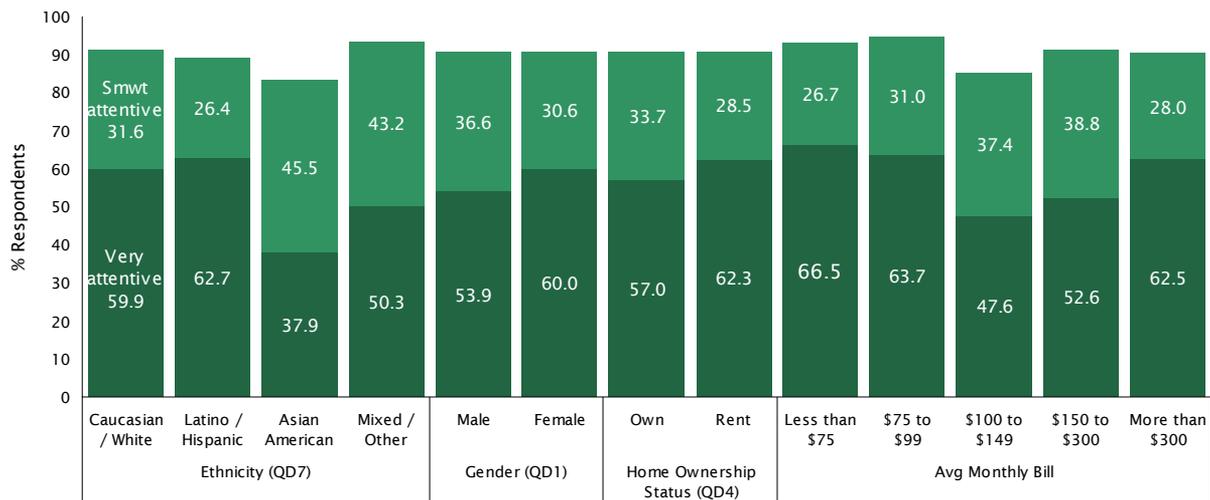


FIGURE 25 ATTENTIVENESS TO WATER USAGE BY ETHNICITY, GENDER, HOME OWNERSHIP STATUS & AVERAGE MONTHLY BILL



TYPICAL SUMMER BILL AMOUNT All respondents were next asked to estimate how much they pay for their water bill in a typical summer month. As shown in Figure 26 on the next page, most respondents reported paying between \$150 to \$300 monthly (32%) or more than \$300 (28%). Less than 1% paid less than \$75 monthly, 23% reported paying between \$75 to \$99, and 14% reported that their typical summer bill is between \$100 and \$150 per month. For the interested reader, figures 27-29 show how the typical summertime monthly water bill reported by respondents ranged across customer subgroups. Figure 29 also shows that there is a strong correlation between the annual average monthly bill a customer pays based on OMWD’s internal records and the typical summertime bill reported by customers in the survey.

Question 15 In a typical summer month, how much is your household's water bill?

FIGURE 26 TYPICAL SUMMER MONTH WATER BILL

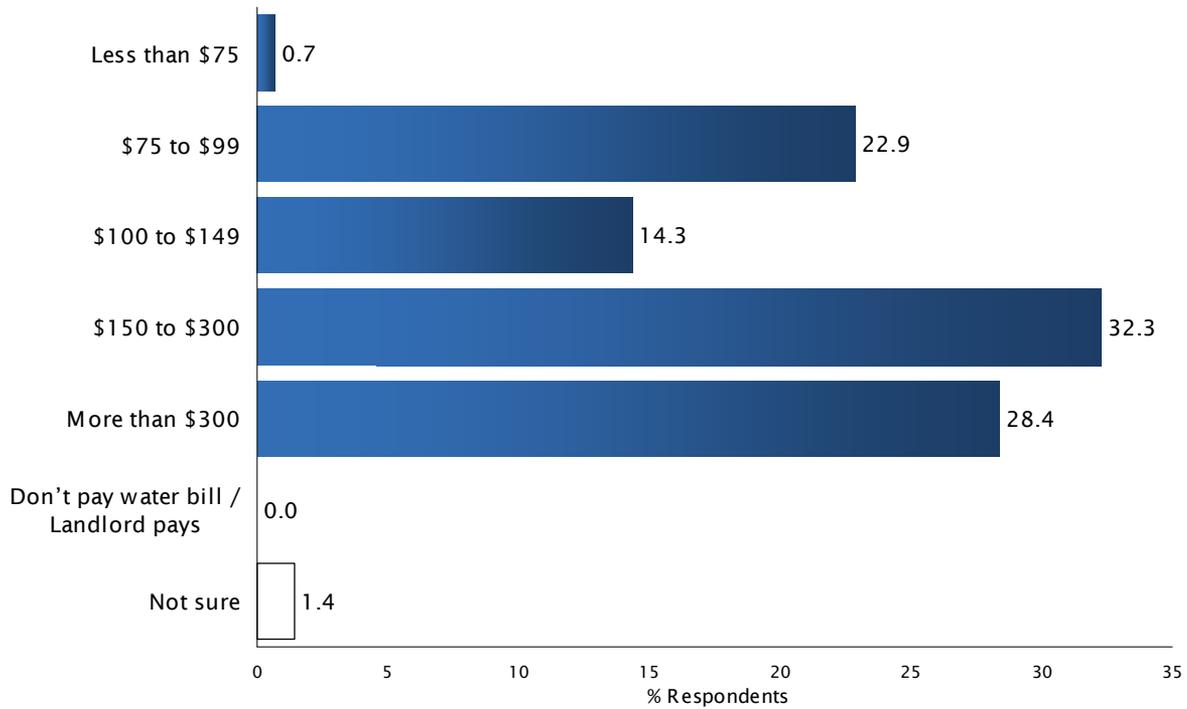


FIGURE 27 TYPICAL SUMMER MONTH WATER BILL B YEARS IN NORTH SAN DIEGO COUNTY & ETHNICITY

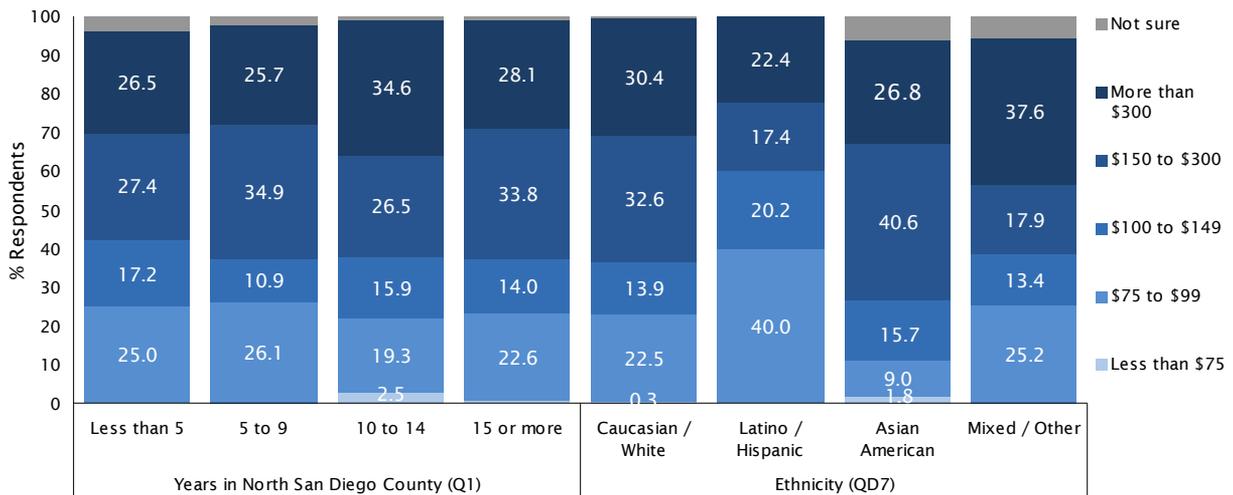


FIGURE 28 TYPICAL SUMMER MONTH WATER BILL BY HOME OWNERSHIP STATUS & SERVICE AREA

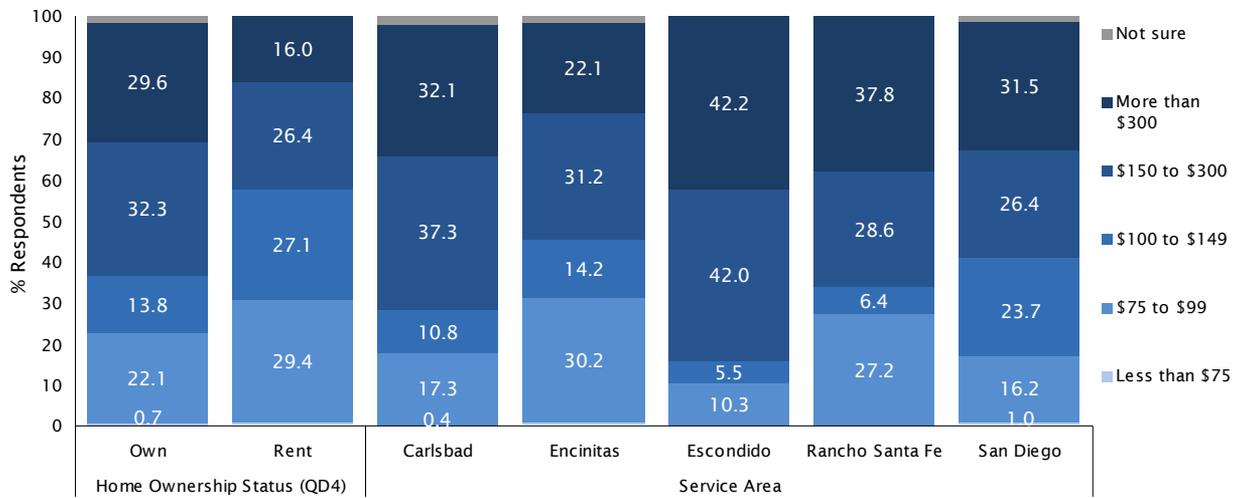
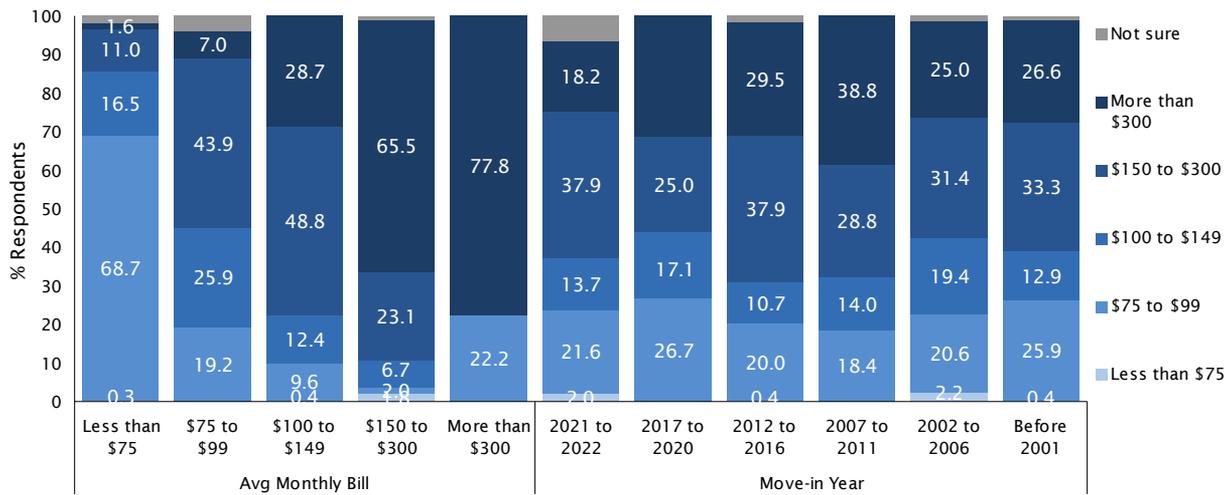


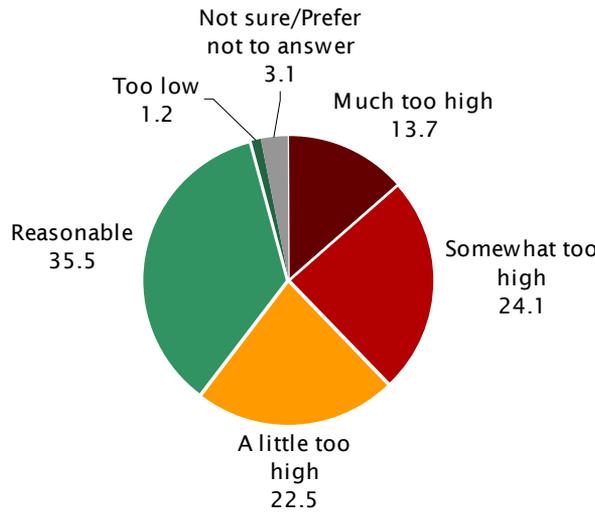
FIGURE 29 TYPICAL SUMMER MONTH WATER BILL BY AVERAGE MONTHLY BILL & MOVE-IN YEAR



REASONABLENESS OF COST Respondents were next asked whether they perceived that the amount their household pays for water service is reasonable, too high, or too low given the quality of the water service they receive. Overall, 60% of respondents felt the cost of water is too high relative to the quality, with 14% indicating that the price is much too high, 24% rating it as somewhat too high, and 23% saying the price is a little too high. More than one-third of customers (36%) rated the amount they pay for water service as reasonable, while 1% felt they pay too little given the quality of the water service their household receives. Approximately 3% of respondents were either unsure or unwilling to provide a response (see Figure 30).

Question 16 *Considering the quality of the water service your household receives, would you say that the amount your household pays for water service is reasonable, too high, or too low?*

FIGURE 30 COST OF WATER SERVICE



Figures 31-34 show how the perceived cost of the water services their household receives varied by length of residence in North County, overall satisfaction with their water services, typical summer bill, age, service area, gender, move-in year, ethnicity, home ownership, attentiveness to their household’s water use, the number of people in the home, and average monthly bill (annualized). When compared to their respective counterparts, the tendency to view the cost of their water service as too high was greatest among those who were generally dissatisfied with their water services, customers with typical summer bills in excess of \$300, those between 55 and 64 years of age, Escondido residents, customers who reported being very attentive to the amount of water their household uses, and customers with average monthly water bills of \$300 or more.

FIGURE 31 COST OF WATER SERVICE AMOUNT BY YEARS IN NORTH SAN DIEGO COUNTY, OVERALL SATISFACTION & TYPICAL SUMMER BILL

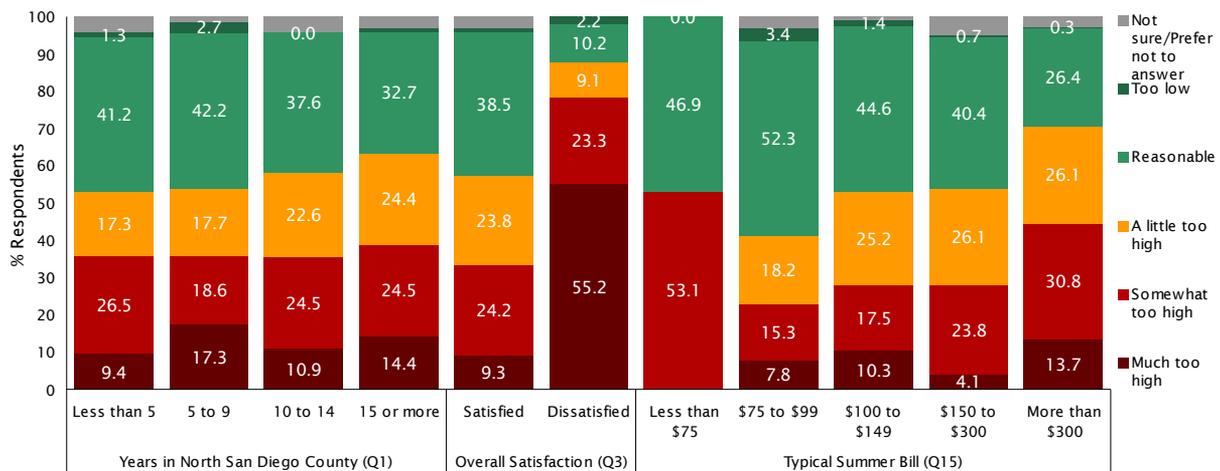


FIGURE 32 COST OF WATER SERVICE AMOUNT BY AGE, SERVICE AREA & GENDER

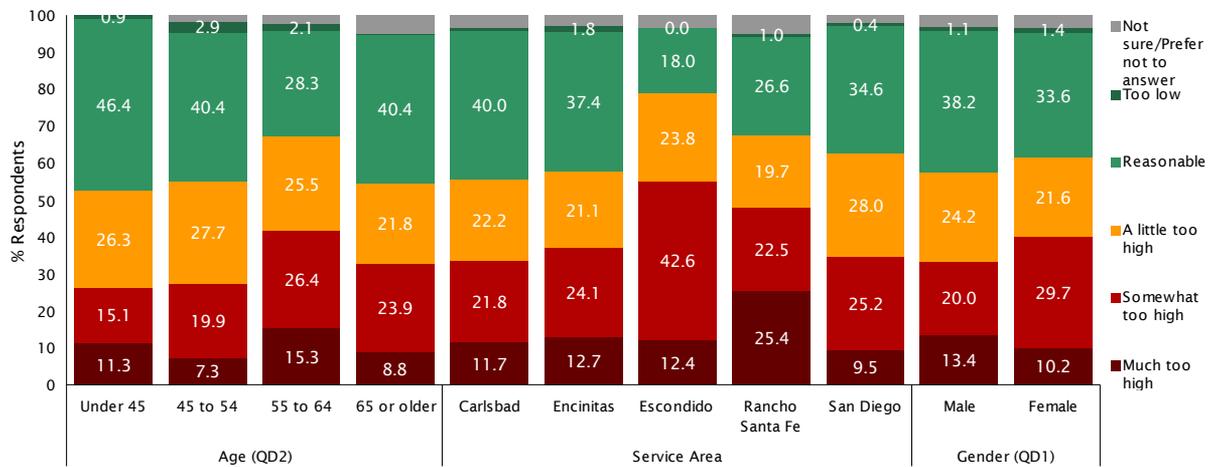


FIGURE 33 COST OF WATER SERVICE AMOUNT BY MOVE-IN YEAR, ETHNICITY & HOME OWNERSHIP STATUS

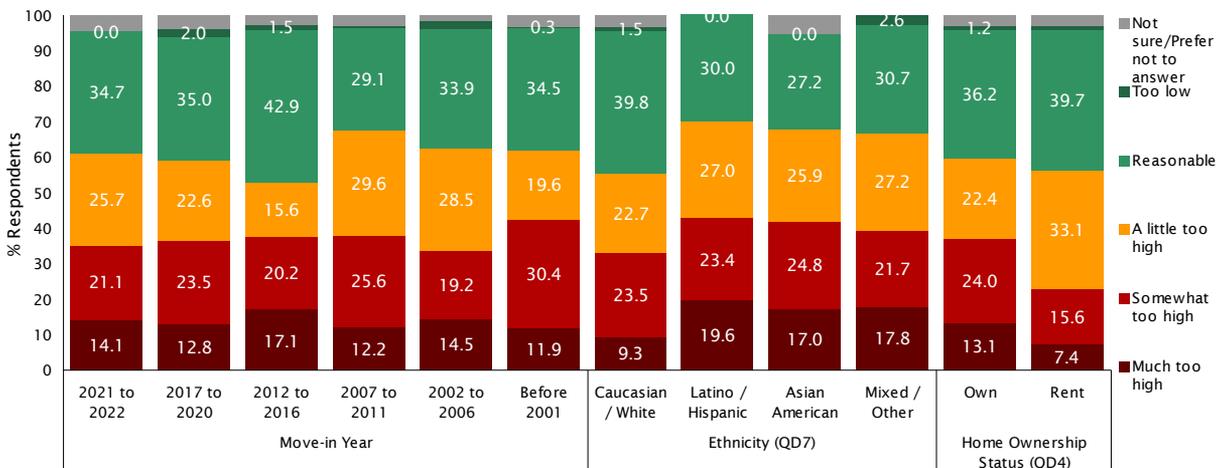
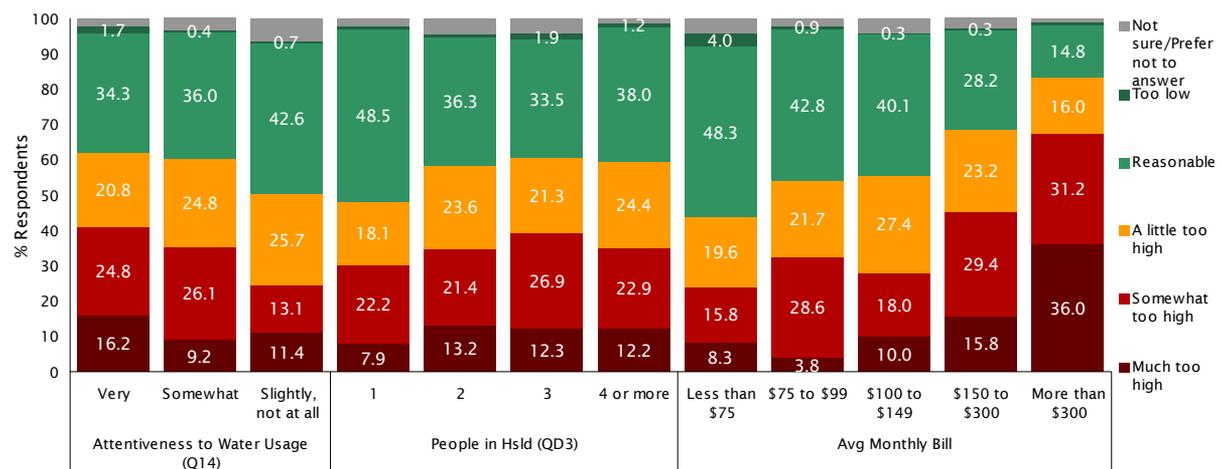


FIGURE 34 COST OF WATER SERVICE AMOUNT BY ATTENTIVENESS TO WATER USAGE, PEOPLE IN HSLD & AVERAGE MONTHLY BILL



COST PER GALLON Having measured respondents' opinions of their monthly water bill, Question 15 followed-up by asking customers how much they thought the water their household receives costs per gallon. As shown in Figure 35, nearly two-thirds of respondents (66%) could not or would not provide an estimate, whereas the vast majority of remaining respondents over-estimated the actual cost of water. Among all respondents, just 4% correctly identified the cost of water as about 1 cent per gallon. Figures 36-38 show that although customer subgroups varied in their ability to estimate the true cost of water their household receives, it is striking that less than one-in-ten customers in *every* subgroup understood the actual cost of water.

Question 17 *If you had to guess, how much do you think the water your household receives costs per gallon?*

FIGURE 35 ESTIMATED COST PER GALLON

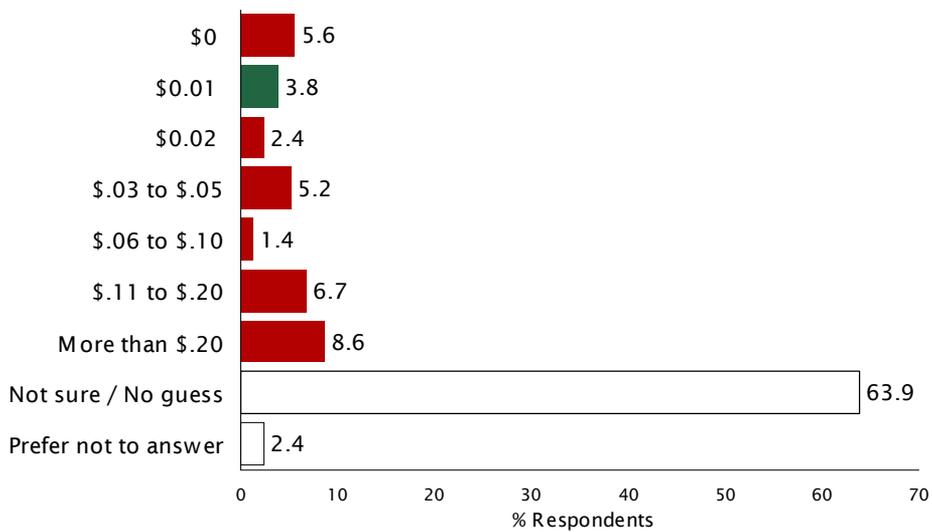


FIGURE 36 CORRECT COST PER GALLON BY YEARS IN NORTH SAN DIEGO COUNTY, OPINION OF WATER SERVICE COST & HOME OWNERSHIP STATUS

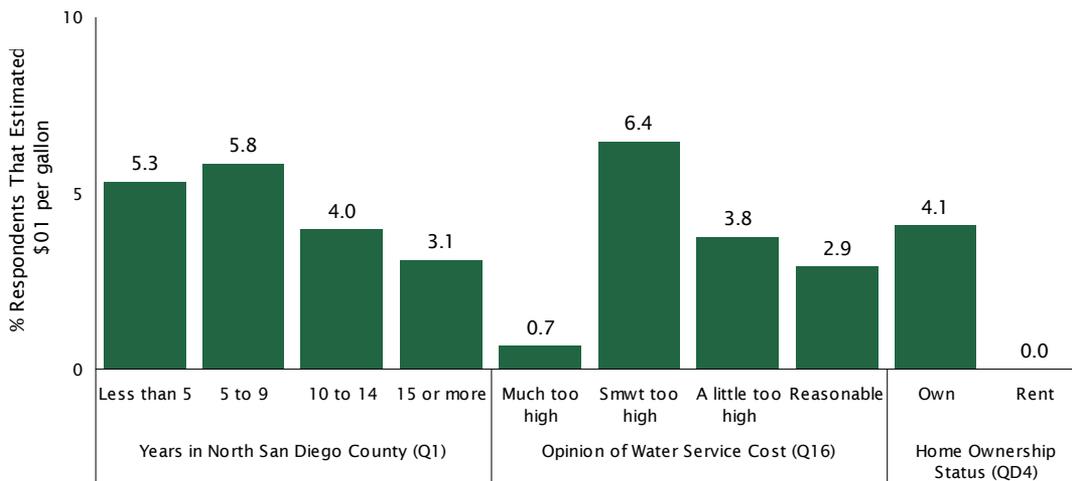


FIGURE 37 CORRECT COST PER GALLON BY MOVE-IN YEAR & SERVICE AREA

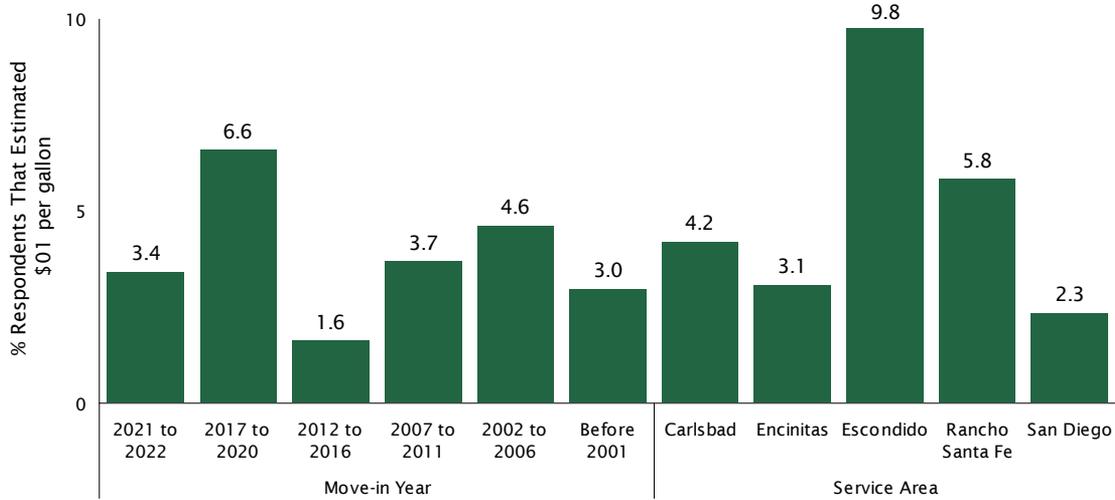


FIGURE 38 CORRECT COST PER GALLON BY AVERAGE MONTHLY BILL & ATTENTIVENESS TO WATER USE



VALUE FOR COST After clarifying for respondents that the actual cost of the tap water their household receives is less than 1 cent (one penny) per gallon, respondents were asked whether they thought that water is an excellent value, a good value, a fair value, a poor value, or a very poor value. As shown in Figure 39 on the next page, more than half of customers rated the value of water as excellent (30%) or good (29%) after learning that the cost of water is less than 1 cent per gallon, 25% offered that the value is fair, and about 8% rated it as poor (6%) or very poor (3%). The remaining 8% of customers surveyed were unsure or unwilling to offer an opinion.

Once respondents understood the true cost of water (1 cent per gallon), many who had previously complained that their water bill was too high switched to viewing water as an excellent or good value (see Figure 40). A willingness to see water as an excellent value at this point was also reasonably consistent across customers, regardless of their monthly bill amount (see Figure 42).

Question 18 To clarify, the cost of the tap water your household receives is less than 1 cent (1 penny) per gallon. Knowing this, would you say that water is an excellent value, a good value, a fair value, a poor value, or a very poor value?

FIGURE 39 OPINION OF WATER VALUE

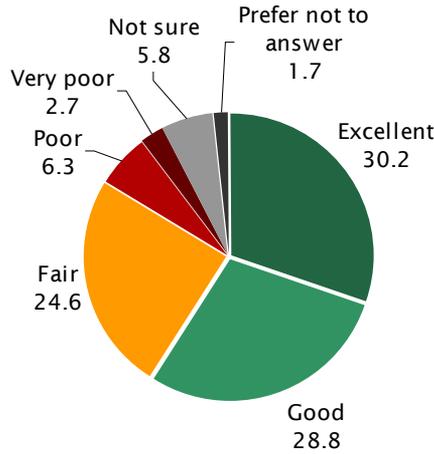


FIGURE 40 OPINION OF WATER VALUE BY YEARS IN SAN DIEGO COUNTY & OPINION OF WATER SERVICE

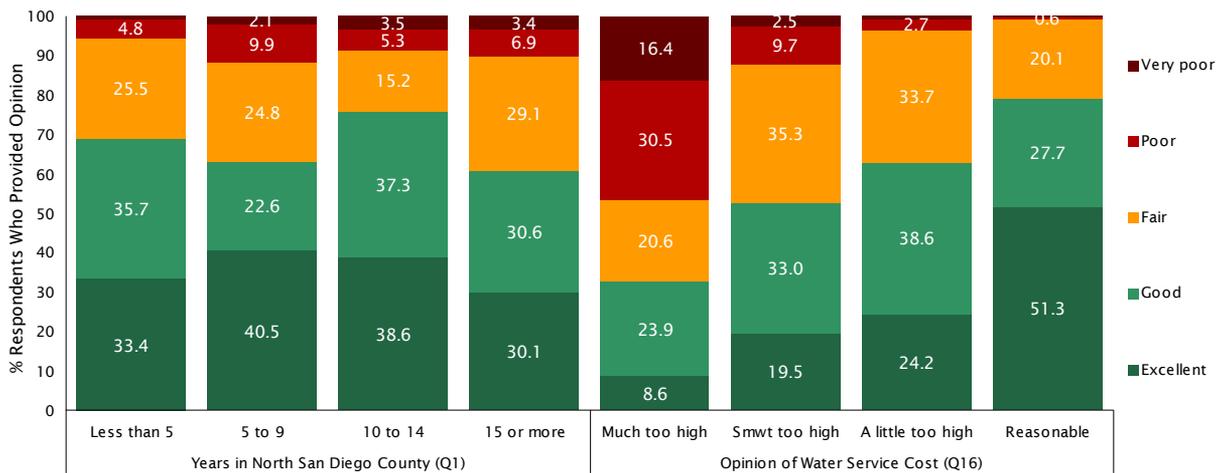


FIGURE 41 OPINION OF WATER VALUE BY MOVE-IN YEAR & SERVICE AREA

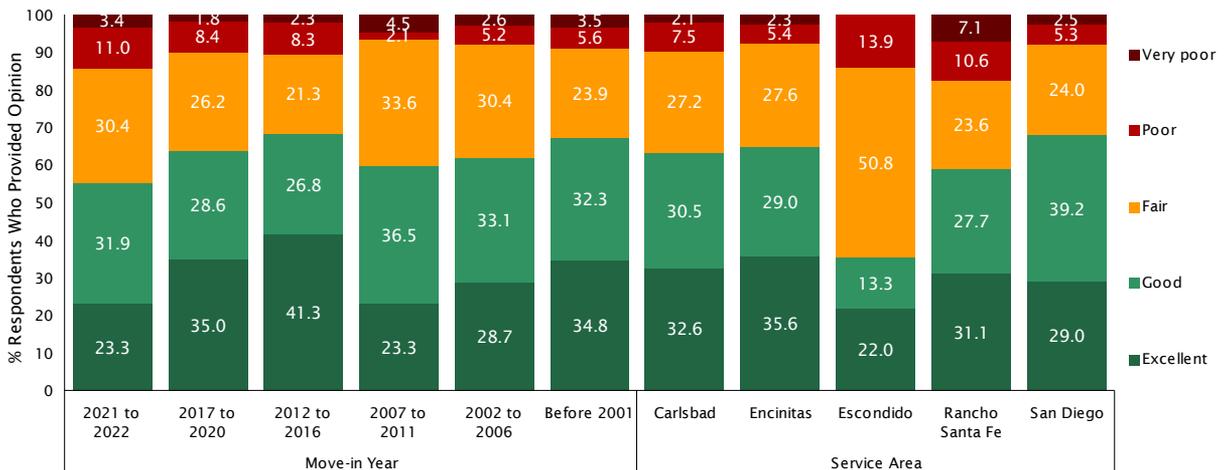
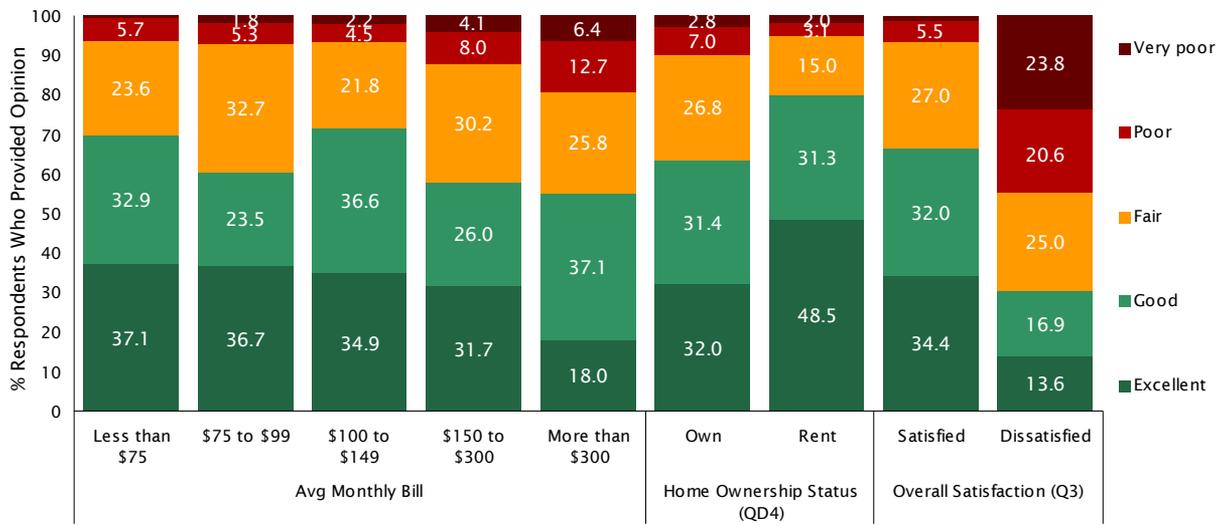


FIGURE 42 OPINION OF WATER VALUE BY AVERAGE MONTHLY YEA, HOME OWNERSHIP STATUS & OVERALL SATISFACTION



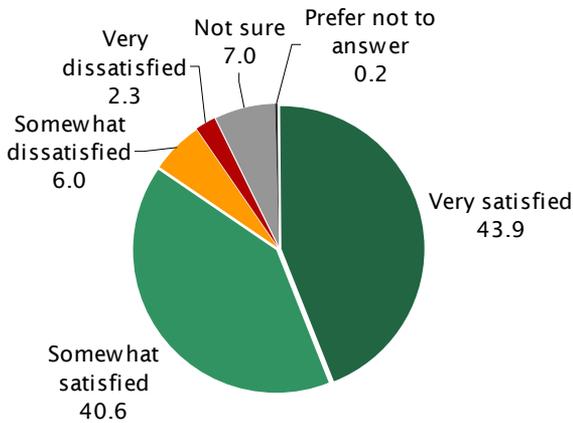
COMMUNICATION

The final substantive section of the survey was designed to measure respondents' satisfaction with OMWD's efforts to communicate with customers, as well as identify the most effective ways for the District to communicate with residential customers.

OVERALL SATISFACTION Question 19 asked respondents to report their overall satisfaction with the District's efforts to communicate with customers through newsletters, the Internet, and other means. Overall, 85% of respondents indicated that they were satisfied with the District's efforts in this regard, with 44% indicating that they were *very* satisfied and 41% *somewhat* satisfied (Figure 43). The remaining respondents were either dissatisfied with the District's communication efforts (8%) or unsure or unwilling to provide an opinion (7%).

Question 19 *In general, are you satisfied or dissatisfied with the Water District's efforts to communicate with customers through newsletters, the Internet, and other means?*

FIGURE 43 SATISFACTION WITH COMMUNICATION



The next three figures display how satisfaction with the District's efforts to communicate with customers varied across a series of key subgroups among those who provided an opinion. Satisfaction with the District's communication efforts was widespread. With the exception of those who were dissatisfied with their water services in general, at least three-quarters of respondents in *every* subgroup reported they were either very or somewhat satisfied with OMWD's efforts to communicate with customers.

FIGURE 44 SATISFACTION WITH COMMUNICATION BY OVERALL SATISFACTION, AGE & AVERAGE MONTHLY BILL

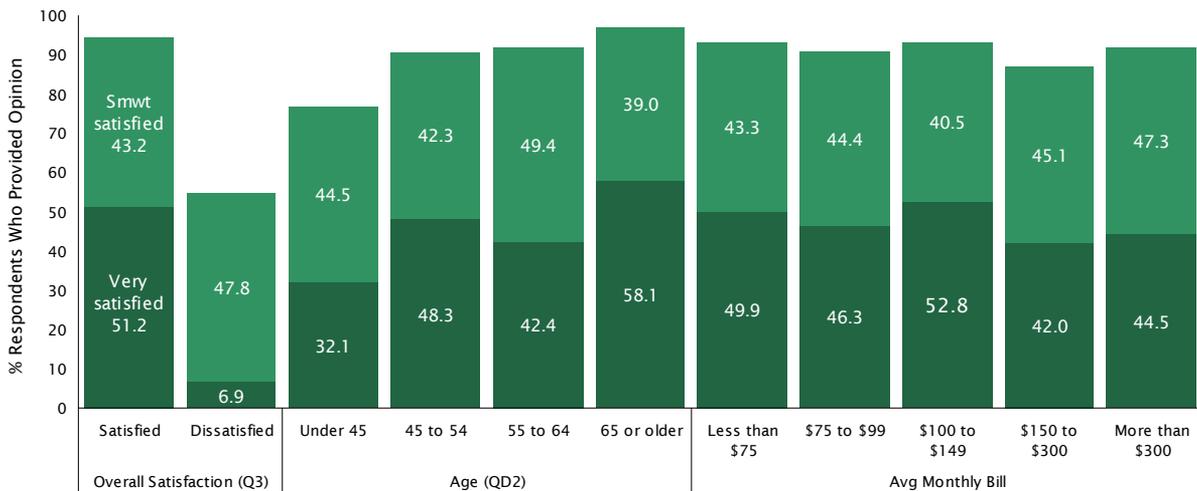


FIGURE 45 SATISFACTION WITH COMMUNICATION BY PEOPLE IN HSLD, HOME OWNERSHIP STATUS, ETHNICITY & DISTRICT CONTACT IN PAST 6 MONTHS

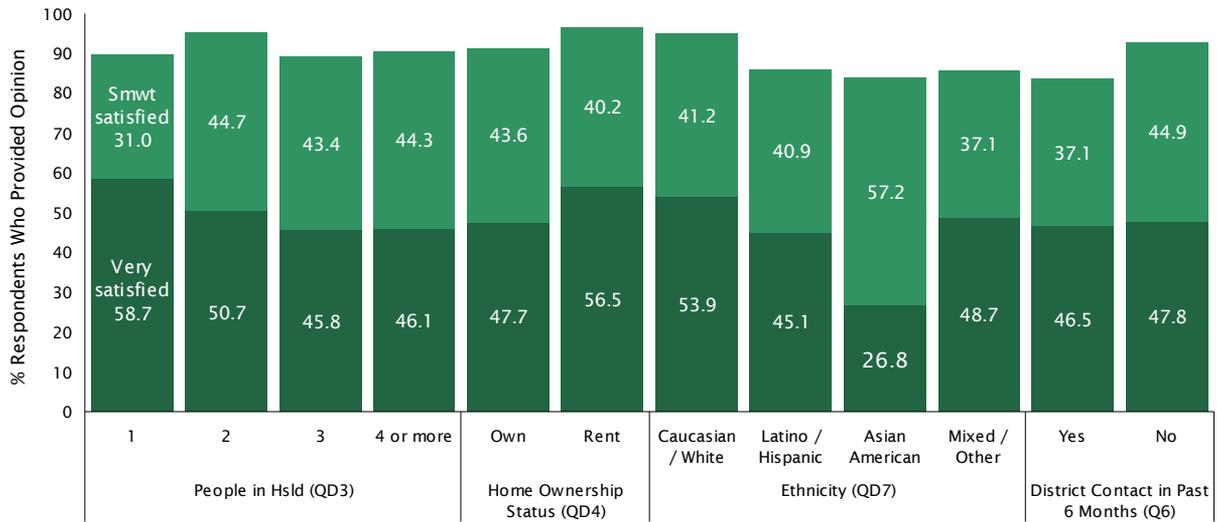
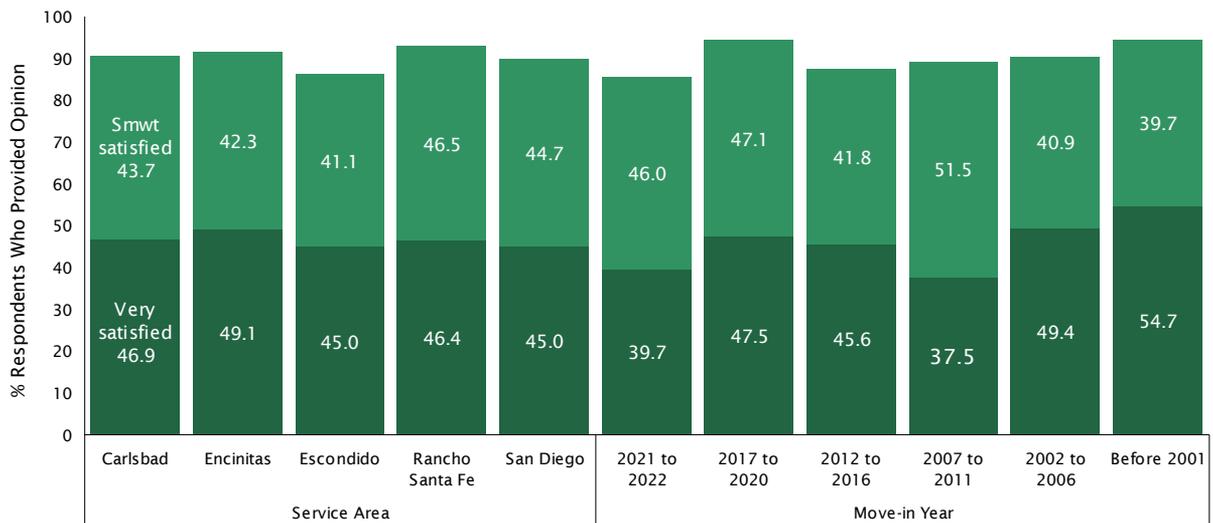


FIGURE 46 SATISFACTION WITH COMMUNICATION BY SERVICE AREA & MOVE-IN YEAR



COMMUNICATION PREFERENCES The next question in this series presented respondents with each of the methods shown to the left of Figure 47 on the next page and simply asked, for each, whether it would be an effective way for OMWD to communicate with them. Overall, respondents indicated that email was the most effective method (88% very or somewhat effective), followed by electronic newsletters (74%) and newsletters mailed to the home (71%). At the other end of the spectrum, social media (28%) and door hangers (55%) were perceived to be the least effective ways for the District to communicate with residential customers. For the interested reader, tables 2-6 display the percentage of respondents who perceived each proposed communication method as *very effective* across subgroups, with the top three most effective methods within each subgroup highlighted in green to ease comparisons.

Question 20 As I read the following ways that the Water District can communicate with customers, I'd like to know if you think they would be a very effective, somewhat effective, or not at all effective, or not at all effective way for the District to communicate with you.

FIGURE 47 EFFECTIVENESS OF COMMUNICATION METHODS

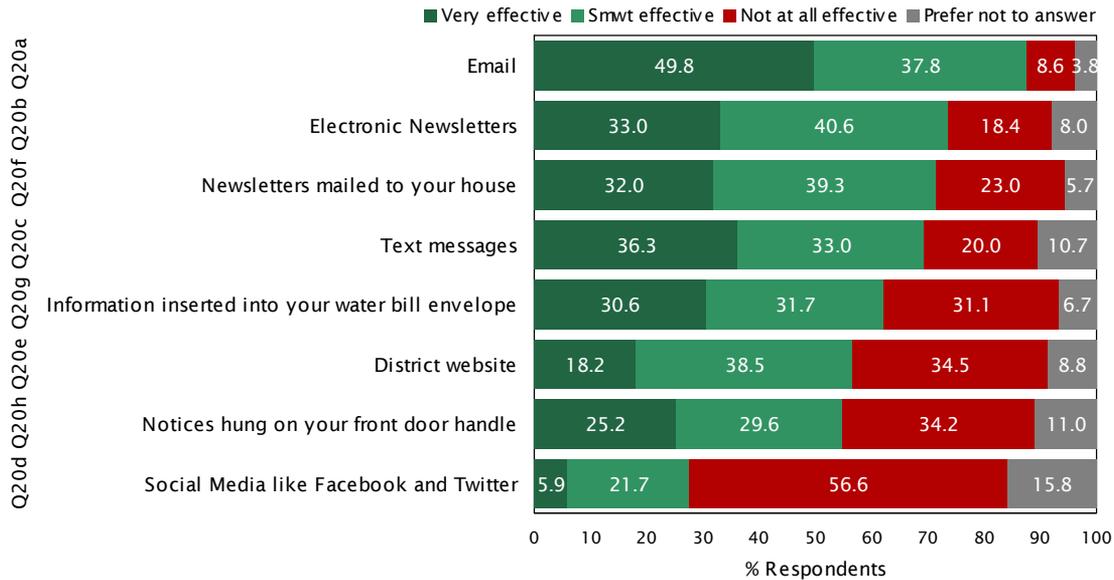


TABLE 2 EFFECTIVENESS OF COMMUNICATION METHODS BY AGE & OVERALL SATISFACTION (SHOWING % VERY EFFECTIVE)

	Age (QD2)				Overall Satisfaction (Q3)	
	Under 45	45 to 54	55 to 64	65 or older	Satisfied	Dissatisfied
Email	56.5	38.8	55.1	51.9	51.1	42.0
Text messages	47.5	45.0	41.7	33.2	36.4	35.4
Electronic Newsletters	31.7	30.4	38.6	35.6	34.6	18.2
Newsletters mailed to your house	29.8	25.4	34.3	36.2	33.7	19.6
Information inserted into your water bill envelope	26.3	22.5	26.7	38.2	32.0	20.6
Notices hung on your front door handle	31.5	28.4	28.8	23.7	25.5	21.1
District website	19.8	23.4	19.6	17.3	19.5	7.6
Social Media like Facebook and Twitter	12.5	6.9	5.5	5.5	5.6	6.7

TABLE 3 EFFECTIVENESS OF COMMUNICATION METHODS BY SERVICE AREA (SHOWING % VERY EFFECTIVE)

	Service Area				
	Carlsbad	Encinitas	Escondido	San Marcos	San Diego
Email	47.7	46.6	38.9	51.8	57.5
Text messages	34.6	37.0	44.1	33.7	38.7
Electronic Newsletters	31.0	32.5	35.1	31.4	36.5
Newsletters mailed to your house	30.3	33.0	30.7	26.9	34.9
Information inserted into your water bill envelope	26.8	34.1	41.5	26.9	30.3
Notices hung on your front door handle	22.1	26.2	29.3	22.2	28.7
District website	14.9	17.2	25.9	22.0	19.3
Social Media like Facebook and Twitter	3.5	5.6	8.0	1.7	12.6

TABLE 4 EFFECTIVENESS OF COMMUNICATION METHODS BY MOVE-IN YEAR (SHOWING % VERY EFFECTIVE)

	Move-in Year					
	2021 to 2022	2017 to 2020	2012 to 2016	2007 to 2011	2002 to 2006	Before 2001
Email	52.6	54.9	51.5	45.8	47.9	45.9
Text messages	36.0	43.3	38.2	32.6	43.3	27.6
Electronic Newsletters	33.1	37.8	35.0	27.7	31.5	30.9
Newsletters mailed to your house	15.4	30.5	33.4	27.4	36.3	39.5
Information inserted into your water bill envelope	27.0	21.5	31.7	22.8	31.5	41.9
Notices hung on your front door handle	34.0	26.0	26.3	21.9	18.4	24.7
District website	18.0	18.5	21.0	15.8	21.1	15.5
Social Media like Facebook and Twitter	5.3	5.1	8.8	4.1	7.3	5.0

TABLE 5 EFFECTIVENESS OF COMMUNICATION METHODS BY ETHNICITY & HOME OWNERSHIP STATUS (SHOWING % VERY EFFECTIVE)

	Ethnicity (QD7)				Home Ownership Status (QD4)	
	Caucasian /White	Latino / Hispanic	Asian American	Mixed / Other	Own	Rent
	Email	53.1	49.5	39.6	51.4	49.4
Text messages	36.6	42.9	41.5	40.0	36.4	41.6
Electronic Newsletters	33.7	45.5	25.1	39.7	32.6	54.2
Newsletters mailed to your house	34.2	38.4	28.1	32.5	31.7	44.1
Information inserted into your water bill envelope	31.2	29.0	25.5	43.0	31.5	27.2
Notices hung on your front door handle	24.8	19.3	38.5	30.7	26.1	13.7
District website	18.2	29.4	14.8	30.3	18.1	29.3
Social Media like Facebook and Twitter	4.4	7.4	13.0	7.5	5.3	17.7

TABLE 6 EFFECTIVENESS OF COMMUNICATION METHODS BY AVERAGE MONTHLY BILL (SHOWING % VERY EFFECTIVE)

	Avg Monthly Bill				
	Less than \$75	\$75 to \$99	\$100 to \$149	\$150 to \$300	More than \$300
Email	48.08	52.26	50.06	48.02	52.13
Text messages	37.54	34.43	36.75	36.27	36.17
Electronic Newsletters	36.32	33.08	30.22	33.85	32.36
Newsletters mailed to your house	28.91	31.34	33.25	32.90	32.29
Information inserted into your water bill envelope	28.29	37.87	30.52	31.03	24.16
Notices hung on your front door handle	27.35	25.04	26.25	27.88	15.01
District website	16.20	14.94	15.99	22.58	20.12
Social Media like Facebook and Twitter	7.21	4.04	3.95	10.02	2.22

VISITS TO OMWD WEBSITE Continuing with the communication theme, Question 21 asked respondents whether they had visited the OMWD website during the 12 months preceding the interview (Figure 48). Overall, 38% reported that they had visited the website, with the remainder indicating they had not (59%) or were unsure (3%). When compared to their respective counterparts, those who had lived in North County less than five years, respondents under the age of 45, renters, those with a recent move-in date (2021/2022), and individuals who identified as mixed/other ethnicity were more likely to have visited the OMWD website during this period (see figures 49-51).

Question 21 *In the past 12 months, have you visited the Olivenhain Municipal Water District's website?*

FIGURE 48 VISITED OMWD WEBSITE IN PAST 12 MONTHS

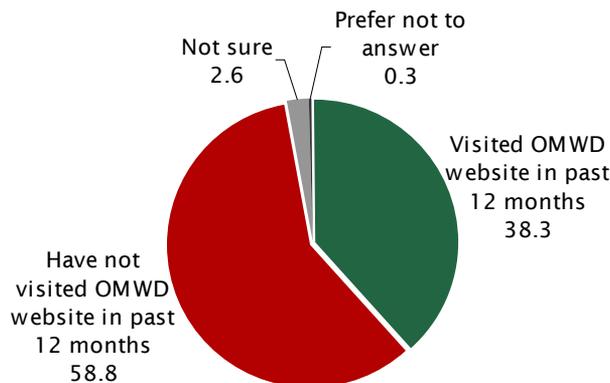


FIGURE 49 VISITED OMWD WEBSITE IN PAST 12 MONTHS BY YEARS IN NORTH SAN DIEGO COUNTY, SATISFACTION WITH COMMUNICATION & AVERAGE MONTHLY BILL

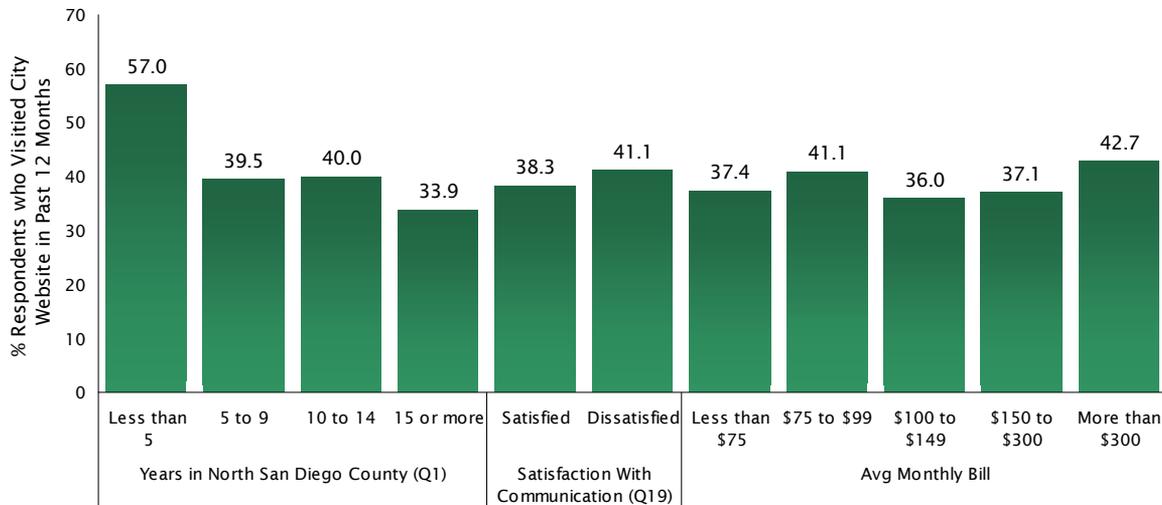


FIGURE 50 VISITED OMWD WEBSITE IN PAST 12 MONTHS BY AGE, SERVICE AREA & HOME OWNERSHIP STATUS

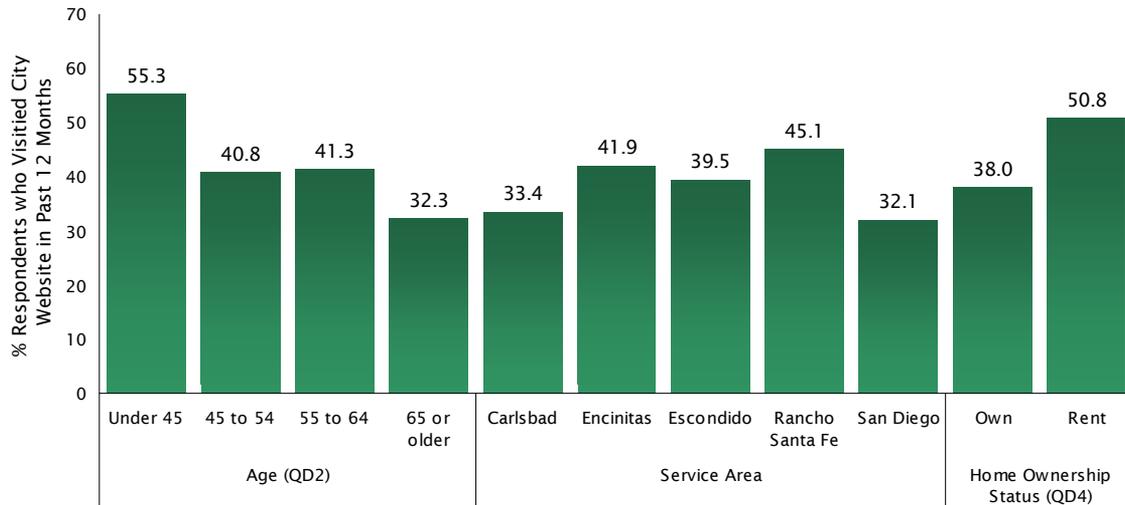
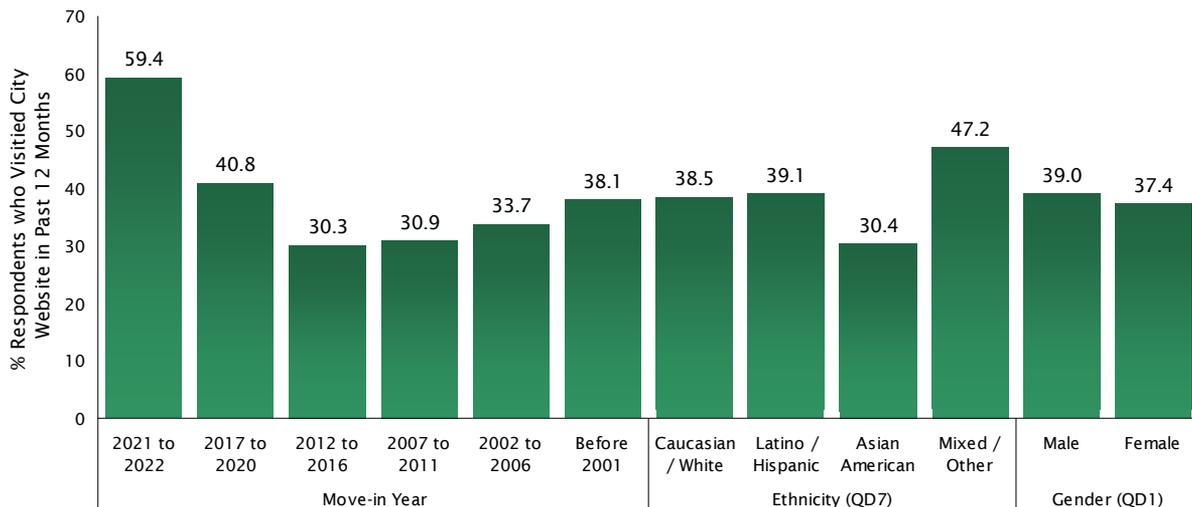


FIGURE 51 VISITED OMWD WEBSITE IN PAST 12 MONTHS BY MOVE-IN YEAR, ETHNICITY & GENDER





DEMOGRAPHICS

TABLE 7 DEMOGRAPHICS OF SAMPLE

Total Respondents	910
Years in North San Diego County (Q1)	
Less than 5	12.9
5 to 9	11.5
10 to 14	11.0
15 or more	64.5
Prefer not to answer	0.1
Gender (QD1)	
Male	53.9
Female	41.4
Prefer not to answer	4.7
Age (QD2)	
Under 45	9.2
45 to 54	15.7
55 to 64	18.5
65 or older	35.1
Prefer not to answer	21.5
People in Hsld (QD3)	
1	9.2
2	37.6
3	19.4
4 or more	26.0
Prefer not to answer	5.1
Home Ownership Status (QD4)	
Own	90.0
Rent	5.6
Prefer not to answer	4.3
QD5 Water bill responsibility	
Hsld pays bill directly	97.4
Someone else pays bill	0.4
Prefer not to answer	2.2
Home Type (QD6)	
Single family detached home	90.2
Apartment	0.1
Condominium or townhome	7.1
Mobile home	0.1
Prefer not to answer	4.4
Ethnicity (QD7)	
Caucasian / White	59.0
Latino / Hispanic	7.4
Asian American	11.5
Mixed / Other	6.4
Prefer not to answer	15.7
Service Area	
Carlsbad	24.0
Encinitas	36.8
Escondido	2.7
Rancho Santa Fe	14.9
San Diego	20.4
Prefer not to answer	1.2
Avg Monthly Bill	
Less than \$75	17.9
\$75 to \$99	16.0
\$100 to \$149	26.4
\$150 to \$300	26.5
More than \$300	13.3
Move-in Year	
2021 to 2022	11.6
2017 to 2020	20.3
2012 to 2016	18.4
2007 to 2011	11.7
2002 to 2006	12.8
Before 2001	25.2

Table 7 presents the key demographic information collected during the survey. The primary motivation for collecting the background and demographic information was to provide a better insight into how the results of the substantive questions of the survey vary by demographic characteristics.



M E T H O D O L O G Y

The following sections outline the methodology used in the study, as well as the motivation for using certain techniques.

QUESTIONNAIRE DEVELOPMENT Dr. McLarney of True North Research worked closely with OMWD to develop a questionnaire that covered the topics of interest and avoided many possible sources of systematic measurement error, including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking items in a set order can lead to a systematic position bias in responses, items were asked in random order for each respondent.

Some questions asked in this study were presented only to a subset of respondents. For example, only respondents who indicated that had contacted OMWD in the six months prior to the survey (Question 6) were asked to describe the reason for contacting the District (Question 7) and the experiences (Questions 8-13). The questionnaire included with this report (see *Questionnaire & Toplines* on page 39) identifies the skip patterns used during the interview to ensure that each respondent received the appropriate questions.

PROGRAMMING, PRE-TEST & TRANSLATION Prior to fielding the survey, the questionnaire was CATI (Computer Assisted Telephone Interviewing) programmed to assist interviewers when conducting the phone interviews. The CATI program automatically navigates the skip patterns, randomizes the appropriate question items, and alerts interviewers to certain types of keypunching mistakes should they happen during the interview. The survey was also programmed into a passcode-protected online survey application to allow online participation for sampled residents. The integrity of the questionnaire was pre-tested internally by True North and by dialing into random homes in the OMWD's service area prior to formally beginning the survey. The final questionnaire was also professionally translated into Spanish to allow for data collection in English and Spanish.

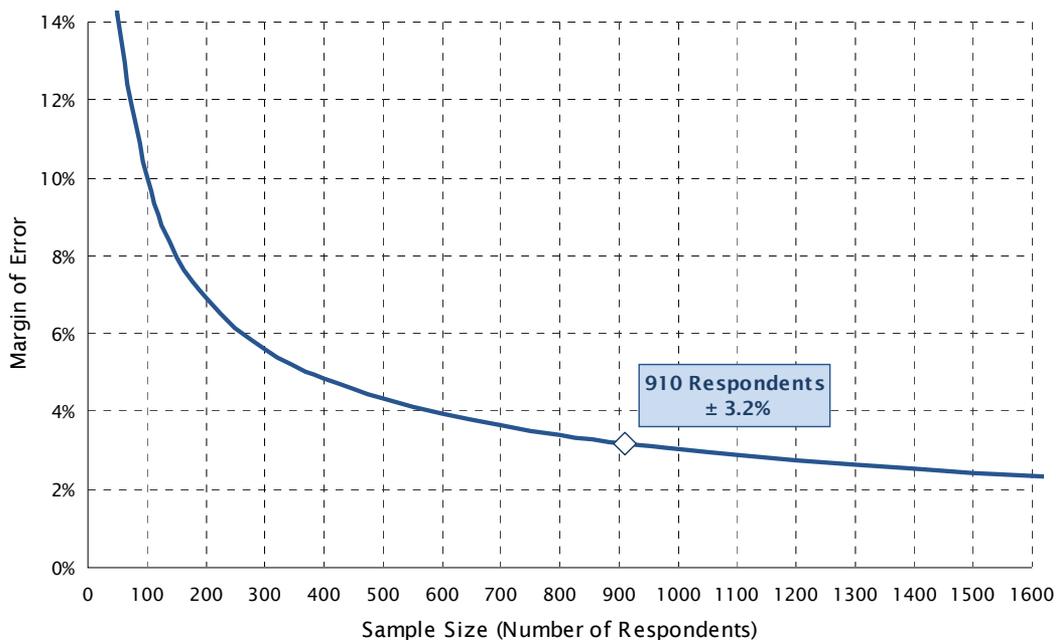
SAMPLE, RECRUITING & DATA COLLECTION Using OMWD's customer database as a starting point, customers were first stratified by geographic subarea and usage/bill amount, then randomly selected for inclusion in the sample. This ensured that all customers had an equal probability of being included in the study, while also maintaining the proper balance of customers by geography and usage/bill amount. Once selected, customers were recruited to participate in the survey through multiple recruiting methods. Customers were initially invited to participate in the survey online at a secure, passcode-protected website designed and hosted by True North. Individuals were recruited using email invitations and text invitations, and each was assigned a unique passcode to ensure that only OMWD customers who received an invitation could access the online survey site, and that the survey could be completed only one time per passcode. Email reminder notices were also sent to encourage participation among those who had yet to take the survey. Following a period of online data collection, True North placed telephone calls to land lines and cell phone numbers of OMWD customers who had yet to participate in the online survey or for whom only telephone contact information was available.

Telephone interviews averaged 15 minutes in length and were conducted during weekday evenings (5:30PM to 9PM) and on weekends (10AM to 5PM). It is standard practice not to call during the day on weekdays because most working adults are unavailable and thus calling during those hours would bias the sample. A total of 910 completed surveys were gathered between September 17 and September 29, 2022.

MARGIN OF ERROR DUE TO SAMPLING The results of the survey can be used to estimate the opinions of all customer households within OMWD’s service area. Because not every customer in the service area participated in the survey, however, the results have what is known as a statistical margin of error due to sampling. The margin of error refers to the difference between what was found in the survey of 910 customers for a particular question and what would have been found if all 21,448 customer households in the service area had been interviewed.²

Figure 52 provides a plot of the *maximum* margin of error in this study. The maximum margin of error for a dichotomous percentage result occurs when the answers are evenly split such that 50% provide one response and 50% provide the alternative response. For this survey, the maximum margin of error is $\pm 3.2\%$ for questions answered by all 910 respondents.

FIGURE 52 MAXIMUM MARGIN OF ERROR



Within this report, figures and tables show how responses to certain questions varied by demographic characteristics such as age of the respondent and home ownership status. Figure 52 is thus useful for understanding how the maximum margin of error for a percentage estimate will grow as the number of individuals asked a question (or in a particular subgroup) shrinks. Because the margin of error grows exponentially as the sample size decreases, the reader should use caution when generalizing and interpreting the results for small subgroups.

2. This figure is estimated based on the number of residential customer accounts in OMWD’s customer database, which is a proxy for households.

DATA PROCESSING Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing verbatim responses, and preparing frequency analyses and crosstabulations.

ROUNDING Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and tables. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and charts for a given question. Due to rounding, some figures and narrative include numbers that add to more than or less than 100%.

QUESTIONNAIRE & TOPLINES



**Olivenhain Municipal Water District
Customer Survey
Final Toplines (n=910)
July 2022**

Section 1: Introduction to Study

Hi, may I please speak with _____? Hi, name is _____ and I'm calling on behalf of your water provider -- the Olivenhain (oh-LEEV-en-hine) Municipal Water District. We're conducting a short survey of customers and we would like to get your opinions.

If needed: This is a survey about your water services – I'm NOT trying to sell anything and I won't ask for a donation. Your answers will be confidential.

If needed: The survey should take about 12 minutes to complete.

If needed: If now is not a convenient time, can you let me know a better time so I can call back?

Section 2: Screener

Q1	To begin, how long have you lived in North San Diego County?	
1	Less than 1 year	2%
2	1 to 4 years	11%
3	5 to 9 years	12%
4	10 to 14 years	11%
5	15 years or longer	65%
99	Prefer not to answer	0%

Section 3: Importance of Issues

Q2	What do you feel is the most important issue facing North County residents today? Verbatim responses recorded and later grouped into categories shown below.	
	Water issues	34%
	Not sure / Cannot think of anything specific	16%
	High cost of living	13%
	Overdevelopment, overpopulation	11%
	Electricity, energy issues	8%
	Traffic congestion	8%
	Affordable housing	7%
	Climate change, environmental issues	6%
	Public safety, crime	6%
	Emergency preparedness, fires	4%
	Homeless	3%
	Government, leadership	3%
	Infrastructure	2%

Section 4: Satisfaction with Water Services								
Q3	Generally speaking, are you satisfied or dissatisfied with the job the Olivenhain Municipal Water District is doing to provide water services to your household? <i>Get answer, then ask:</i> Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?							
	1	Very satisfied	63%		Skip to Q5			
	2	Somewhat satisfied	25%		Skip to Q5			
	3	Somewhat dissatisfied	6%		Ask Q4			
	4	Very dissatisfied	3%		Ask Q4			
	98	Not Sure	2%		Skip to Q5			
	99	Prefer not to answer	0%		Skip to Q5			
Q4	Is there a particular reason why you are dissatisfied with the Water District's performance? <i>Verbatim responses recorded and later grouped into categories shown below.</i>							
	High cost, prices		50%					
	Customer service issues		20%					
	Water taste, odor, color		19%					
	Water pressure		12%					
	Fluoride, chlorine in water		7%					
	Enforce water restrictions, waste		6%					
	Not sure / No particular reason		1%					
Q5	Next, I'm going to read a list of specific services provided by the Water District. For each of the services I read, please tell me whether you are satisfied or dissatisfied with the District's efforts to provide the service. Are you satisfied or dissatisfied with the District's efforts to: _____, or do you not have an opinion? (<i>Get answer. If 'satisfied' or 'dissatisfied', then ask:</i>) Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?							
	<i>Randomize</i>		Very Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Very Dissatisfied	Not sure	Prefer not to Answer
High Quality								
A	Provide high quality water		51%	32%	8%	3%	6%	0%
B	Provide water that is free of color and odor		60%	27%	7%	3%	3%	1%
Reliability								
C	Ensure an adequate water supply now and in the future		40%	26%	5%	4%	23%	2%
D	Keep the water system in good condition through timely repairs and maintenance		54%	22%	3%	2%	18%	1%
E	Provide reliable water service		76%	19%	2%	1%	1%	0%
F	Provide sufficient water pressure		67%	22%	5%	3%	2%	0%

Safety							
G	Prepare for natural disasters and other emergencies	25%	21%	6%	2%	44%	2%
H	Provide water that is safe to drink	62%	25%	4%	3%	7%	0%
Cost-Effective							
I	Offer good value for the cost of water services	30%	36%	17%	8%	8%	0%
J	Provide rebate programs that encourage customers to purchase water-efficient devices	19%	25%	13%	6%	36%	2%
Customer Service							
K	Communicate with customers about scheduled repairs, service disruptions and other water-related issues	49%	25%	4%	2%	19%	0%
L	Provide good customer service	56%	24%	4%	2%	13%	1%
M	Provide accurate billing statements	64%	25%	3%	3%	5%	0%
Environment & Sustainability							
N	Educate customers about ways to conserve water	38%	37%	9%	3%	11%	1%
O	Use solar and other renewable energy sources to help protect the environment	22%	20%	5%	2%	48%	4%
P	Provide recycled water for irrigation, which conserves drinking water	36%	21%	7%	5%	28%	2%

Section 5: Customer Service				
Q6	During the past six months, have you or anyone else in your household contacted the Olivenhain Water District for any reason?			
	1	Yes	19%	Ask Q7
	2	No	79%	Skip to Q14
	98	Not sure	2%	Skip to Q14
	99	Prefer not to answer	0%	Skip to Q14
Q7	Thinking of your most <i>recent</i> contact, what was the main reason or issue that prompted you to contact the District? <i>Do Not Read List.</i>			
	1	Water- related service issue (leak, water pressure, quality, etc.)	43%	Ask Q8
	2	Request start/stop of service	4%	Skip to Q11
	3	Questions about billing /payments	22%	Skip to Q11
	4	Make payment/ Pay bill	8%	Skip to Q11
	5	Request a payment extension or arrangement	1%	Skip to Q11
	6	Service interrupted for non- payment	0%	Skip to Q11
	7	Find out how to reduce bill	3%	Skip to Q11
	8	Learn about/Participate in rebate program	0%	Skip to Q11

9	Learn about/Participate in water conservation programs	5%	<i>Skip to Q11</i>		
10	Learn about/Participate in gardening /landscaping classes	0%	<i>Skip to Q11</i>		
11	Learn how to read your meter	3%	<i>Skip to Q11</i>		
12	Board meeting information	0%	<i>Skip to Q11</i>		
13	Other	8%	<i>Skip to Q11</i>		
98	Not sure	1%	<i>Skip to Q11</i>		
99	Prefer not to answer	2%	<i>Skip to Q11</i>		
Q8	Can you describe the specific problem you were having with your water service? Verbatim responses recorded and later grouped into categories shown below.				
	Leak, broken pipe	67%			
	Water pressure	14%			
	Prefer not to answer	8%			
	Check for water quality, taste, color	5%			
	Water outage	5%			
	Water meter installation	1%			
Q9	Did your problem involve the Water District sending a field representative to your property?				
	1 Yes	55%	<i>Ask Q10</i>		
	2 No	41%	<i>Skip to Q11</i>		
	98 Not sure	4%	<i>Skip to Q11</i>		
	99 Prefer not to answer	0%	<i>Skip to Q11</i>		
Q10	Did the field representative: _____?				
	<i>Read in Order</i>	Yes	No	Not sure	Doesn't Apply
A	Arrive in a timely manner	81%	8%	2%	9%
B	Accurately assess the problem	75%	21%	0%	3%
C	Clearly explain the nature of the problem and how it can be fixed	66%	21%	3%	9%

Q11		Were you able to resolve the issue with a single contact, or were multiple calls/contacts required to resolve the issue?						
	1	Resolved with single contact				56%		
	2	Multiple contacts required				22%		
	3	Issue was not resolved				17%		
	98	Not sure				3%		
	99	Prefer not to answer				2%		
Q12		Was the reason you contacted them ultimately resolved to your satisfaction?						
	1	Yes				73%		
	2	No				20%		
	98	Not sure				4%		
	99	Prefer not to answer				4%		
Q13		When contacting the Water District, were you satisfied or dissatisfied with _____, or do you not have an opinion? (Get answer. If 'satisfied' or 'dissatisfied', then ask): Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?						
		<i>Randomize</i>	Very Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Very Dissatisfied	Not sure	Prefer not to Answer
A		Your ability to reach a service representative	59%	21%	6%	8%	5%	1%
B		The courtesy of the service representative	71%	14%	5%	3%	5%	2%
C		The knowledge and expertise of the service representative	62%	11%	9%	9%	7%	2%

Section 6: Attention & Value			
Q14		In general, how much attention do you pay to the amount of water your household uses? Would you say you are very attentive, somewhat attentive, slightly attentive, or do you not pay attention to your water use?	
	1	Very attentive	57%
	2	Somewhat attentive	34%
	3	Slightly attentive	7%
	4	I don't pay attention	2%
	98	Not sure	0%
	99	Prefer not to answer	0%

Q15	In a typical summer month, how much is your household's water bill? <i>If unsure, ask if they can estimate. Responses recorded and grouped into categories shown below.</i>	
	Less than \$75	19%
	\$75 to \$99	12%
	\$100 to \$149	26%
	\$150 to \$300	23%
	More than \$300	19%
	Don't pay water bill / Landlord pays	0%
	Not sure	1%
	Prefer not to answer	0%
Q16	Considering the quality of the water service your household receives, would you say that the amount your household pays for water service is reasonable, too high, or too low? <i>If says too high, ask: Would that be much too high, somewhat too high, or a little too high?</i>	
	1 Much Too High	14%
	2 Somewhat Too High	24%
	3 A Little Too High	22%
	4 Reasonable	35%
	5 Too Low	1%
	98 Not sure	3%
	99 Prefer not to answer	0%
Q17	If you had to guess, how much do you think the water your household receives costs per gallon? <i>Responses recorded and grouped into categories shown below.</i>	
	\$0	6%
	\$0.01	4%
	\$0.02	2%
	\$.03 to \$.05	5%
	\$.06 to \$.10	1%
	\$.11 to \$.20	7%
	More than \$.20	9%
	Not sure	64%
	Prefer not to answer	2%

Q18	To clarify, the cost of the tap water your household receives is less than 1 cent (1 penny) per gallon. Knowing this, would you say that water is an excellent value, a good value, a fair value, a poor value, or a very poor value?		
	1	Excellent value	30%
	2	Good value	29%
	3	Fair value	25%
	4	Poor value	6%
	5	Very Poor value	3%
	98	Not sure	6%
	99	Prefer not to answer	2%

Section 7: Communication

Q19	In general, are you satisfied or dissatisfied with the Water District's efforts to communicate with customers through newsletters, the Internet, and other means? <i>Get answer, then ask: Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?</i>					
	1	Very satisfied	44%			
	2	Somewhat satisfied	41%			
	3	Somewhat dissatisfied	6%			
	4	Very dissatisfied	2%			
	98	Not sure	7%			
	99	Prefer not to answer	0%			
Q20	As I read the following ways that the Water District can communicate with customers, I'd like to know if you think they would be a very effective, somewhat effective, or not at all effective way for the District to communicate with <u>you</u> . Here is the (first/next) one: _____. Would this be a very effective, somewhat effective, or not at all effective way for the District to communicate with you?					
		<i>Randomize</i>	Very	Somewhat	Not at all	Not sure / Prefer not to answer
	A	Email	50%	38%	9%	4%
	B	Electronic Newsletters	33%	41%	18%	8%
	C	Text messages	36%	33%	20%	11%
	D	Social Media like Facebook and Twitter	6%	22%	57%	16%
	E	District website	18%	39%	35%	9%
	F	Newsletters mailed to your house	32%	39%	23%	6%
	G	Information inserted into your water bill envelope	31%	32%	31%	7%
	H	Notices hung on your front door handle	25%	30%	34%	11%

Q21	In the past 12 months, have you visited the Olivenhain Municipal Water District's website?		
	1	Yes	38%
	2	No	59%
	98	Not sure	3%
	99	Prefer not to answer	0%

Section 8: Demographics

Thank you so much for your participation. I have just a few background questions for statistical purposes.

D1	What is your gender?		
	1	Male	54%
	2	Female	41%
	3	Non-binary	<1%
	99	Prefer not to answer	4%
D2	In what year were you born? Year coded into age categories shown below.		
	Under 45		9%
	45 to 54		16%
	55 to 64		18%
	65 or older		35%
	Prefer not to answer		21%
D3	How many people, including you, live in your household?		
	1		9%
	2		38%
	3		19%
	4		19%
	5 or more		7%
	Prefer not to answer		8%

D4	Do you own or rent your current residence?		
	1	Own	90%
	2	Rent	6%
	3	Live with family / friends and don't pay rent	<1%
	99	Prefer not to answer	4%
D5	Does your household pay the water bill directly, or is it paid for by someone else like a landlord or Home Owner's Association?		
	1	Household pays bill directly	97%
	2	Someone else pays bill	<1%
	98	Not sure	<1%
	99	Prefer not to answer	2%
D6	Which of the following best describes your current home?		
	1	Single family detached home	90%
	2	Apartment	<1%
	3	Condominium or townhome	7%
	4	Mobile home	<1%
	99	Prefer not to answer	2%
D7	What ethnic group do you consider yourself a part of or feel closest to? <i>Read list if respondent hesitates</i>		
	1	Caucasian/White	59%
	2	Latino/Hispanic	7%
	3	African-American/Black	1%
	4	American Indian or Alaskan Native	<1%
	5	Asian -- Korean, Japanese, Chinese, Vietnamese, Filipino, Indian, or other Asian	11%
	6	Pacific Islander	<1%
	7	Mixed Heritage	3%
	98	Other	2%
	99	Prefer not to answer	16%
Those are all of the questions that I have for you! Thanks so much for participating in this important survey!			

Post-Interview & Sample Items		
S1	Service Area	
	Carlsbad	24%
	Encinitas	37%
	Escondido	3%
	Rancho Santa Fe	15%
	San Diego	20%
	Other	1%
S2	Average Monthly Bill	
	Less than \$75	18%
	\$75 to \$99	16%
	\$100 to \$149	26%
	\$150 to \$300	26%
	More than \$300	13%
S3	Move-in Year	
	2021 to 2022	12%
	2017 to 2020	20%
	2012 to 2016	18%
	2007 to 2011	12%
	2002 to 2006	13%
	Before 2001	25%

Memo

Date: November 16, 2022
To: Olivenhain Municipal Water District Board of Directors
From: Kimberly A. Thorner, General Manager
Subject: **CONSIDER STATUS UPDATE ON THE PROPOSED FALLBROOK PUBLIC UTILITIES DISTRICT AND RAINBOW MUNICIPAL WATER DISTRICT DETACHMENT FROM THE SAN DIEGO COUNTY WATER AUTHORITY**

Purpose

The purpose of this agenda item is to receive a status report on the proposed detachment process of the Fallbrook Public Utilities District (FPUD) and the Rainbow Municipal Water District (RMWD) from the San Diego County Water Authority (SDCWA) and into the service area of Eastern Municipal Water District (Eastern). This detachment is being heard by the San Diego Local Agency Formation Commission (SDLAFCO).

This status report is an Annual Objective for 2022.

Recommendation

The General Manager is not recommending that the board change its formal position at this time. While the initial draft prospectus has been released by SDLAFCO staff, it is not yet final. The General Manager's recommendation is that OMWD submit official comments by the November 30th deadline that include the comments in red below and any additional comments that the board agrees on at today's meeting. We can then revisit the OMWD official position once a final report is issued by SDLAFCO staff, likely in January of 2023.

For a starting point for official comments back to SDLAFCO staff, the OMWD General Manager prepared response comments to the key elements of the prospectus in red at the end of this staff report.

Staff has also added a potential closed session to today's meeting in case the board wants to discuss the potential for litigation on this matter. To date, all of the OMWD Board deliberations on this matter have been discussed in open session.

Alternative(s)

N/A. This is an informational report.

Background

SDLAFCO is processing two related detachment proposals separately filed by RMWD and FPUD. These proposals request SDLAFCO approval for each agency to separately and concurrently detach from the SDCWA and annex to the Eastern Municipal Water District (Riverside County) for purposes of changing wholesale water suppliers. San Diego and Riverside LAFCOs have entered an agreement assigning all related approvals for both proposals to SDLAFCO. SDLAFCO had indicated that they will be processing both proposals concurrently to the extent possible under statute with the intent of presenting to the Commission for consideration at a future joint-public hearing, likely to be held in February of 2023.

The OMWD Finance Committee (then Directors Sprague and Watt) heard a presentation by the General Managers of FPUD and RMWD in February of 2020 regarding their position on the detachment. Both General Managers indicated that the savings to their ratepayers from the detachment was significant, saving each agency millions of dollars per year. Both also indicated that they were open to some type of exit fee or "true up" with SDCWA. They also stated their position that their agencies had paid for assets over the years that would remain as a benefit to other SDCWA member agencies were the detachments to proceed.

The SDCWA passed a resolution in May of 2020, establishing conditions relating to the outcome of the SDLAFCO review of the detachment applications. The SDCWA has indicated that if these conditions are not satisfied, they are opposed to the detachments. The SDCWA has also released a preliminary analysis of financial impacts that the detachment would have on its member agencies. The high-level financial impact analysis undertaken by SDCWA staff in 2020 states that the annual revenue loss from the detachments would have an annual estimated impact to OMWD of \$648,548.

This figure does not take into account any “true up” that may be developed by LAFCO in its process.

SDLAFCO created a Detachment Advisory Committee (DAC) in July of 2020 to assist in fulfilling the Commission’s policies on detachment and to assist LAFCO staff in analyzing the FPUD and RMWD applications so that staff may make appropriate recommendations to the Commission on the applications. The OMWD General Manager serves on this DAC. The DAC came to consensus that independent consultants should be retained by SDLAFCO to analyze the following three topics related to the detachment:

- **Water Supply Reliability:** Reviewing the source, availability, and reliability of the SDCWA and the Eastern Municipal Water District.
- **Ratepayer Impacts:** Reviewing the potential rate savings to the FPUD and RMWD customers versus the potential impacts to the remaining retail water agencies that comprise the SDCWA.
- **Potential Departure Fees:** What should the financial “true-ups” be for the departing agencies, and should there be SDLAFCO conditions to make the member agencies of the SDCWA whole if the detachment moves forward.

In September of 2020, the OMWD Board approved a letter to SDLAFCO supporting SDLAFCO’s analysis of these impacts with independent consultants who are experts in the areas of water supply reliability, financial impacts, and the development of departure fees.

SDLAFCO hired an expert in late 2020, Dr. Michael Hanemann, to assist with developing answers to the three specific topics involving water supply reliability, ratepayer impacts, and possible true-up fees. Dr. Hanemann’s report, which was finalized and accepted as complete by the full DAC in 2022, can be found at this link

<https://www.sdlafco.org/resources/major-proposals/fallbrook-pud-rainbow-mwd-wholesaler-reorganization-2020>. However the short summary of his report was that Eastern was not as reliable as SDCWA, but that he could not quantify the reliability differences; that there would be a cost savings to Fallbrook and Rainbow customers; that SDCWA would see a decrease in net revenue of \$12.58 million (2020 numbers) in the short run if there were no detachment exit fee and both Fallbrook and Rainbow detached; and finally that a reasonable timeframe for an exit fee to be imposed was between 3 to 10 years.

In the summer of 2022, the OMWD General Manager was assigned to a four-person sub-Workgroup of the DAC. Four members of the DAC were selected to be on the Workgroup to address the following questions:

1. What are the cost impacts to Poway, Valley Center, and City of San Diego of detachment based on the Hanemann report? These agencies were selected by the parties as representing diverse entities in the region.
2. Do detachment and roll-off have the same impacts?
3. Are there any offsets to the cost impacts?

Baseline reasonable assumptions were formulated by the Workgroup in order to move forward with an estimate of impacts on the three agencies identified (City of San Diego, Valley Center, and Poway).

The assumptions were:

1. That there is no increase in water sales by the remaining water agencies after a deannaxation to offset any of the lost revenue. This is a reasonable assumption because of recent flat and/or decreasing water sales and the mandatory implementation of new conservation measures required by the state in the next 5 years.
2. That rates will be allocated in the same manner that they are currently allocated by SDCWA. This is a reasonable assumption as it is impossible to predict how future Boards will vote to allocate rates and the current SDCWA Board recently voted to postpone any changes to fixed and variable rate allocation until at least 2024.
3. The Hanemann report is being used as the basis for the numbers and costs.

The Workgroup's Estimate of impacts on Poway, Valley Center, and City of San Diego

The best predictor of future cost allocations amongst water agencies from SDCWA is to look at past rolling averages of cost allocations and contributions. Each member agency of SDCWA has a different mix of fixed versus variable rates based on past purchases and also has different customer bases that purchase differing amounts of agricultural or Municipal & Industrial water.

SDCWA’s fixed costs vary in allocation time periods from 3 to 10 year rolling averages. A 5-year time period takes into account both high water and low water demand years. (IE, rainy and dry years).

Based on information received from SDCWA in the chart below, Poway has a 5-year contributed asset share of 2.2%, City of San Diego has 37.2% and Valley Center has 4.2%. If none of those agencies significantly roll off of SDCWA in the near future, their cost allocation percentages from SDCWA for the next five years should be similar to the past five years.

	5-year Contributions (\$)	% Share (1yr)	% Share (5yr)	% Share (10yr)	% Share (Lifetime)
Carlsbad	\$166,400,036	4.9%	4.8%	4.5%	3.7%
Del Mar	\$10,665,817	0.3%	0.3%	0.3%	0.3%
Escondido	\$101,156,513	3.1%	2.9%	3.3%	3.5%
Fallbrook	\$71,558,859	2.1%	2.1%	2.2%	2.2%
Helix	\$194,382,714	5.7%	5.6%	5.6%	6.7%
Lakeside	\$27,119,110	0.9%	0.8%	0.8%	0.7%
National City (SWA)	\$18,966,416	0.5%	0.5%	0.7%	0.7%
Oceanside	\$185,318,306	5.3%	5.4%	5.3%	5.2%
Olivenhain	\$144,513,295	4.5%	4.2%	4.1%	3.4%
Otay	\$275,733,880	8.2%	8.0%	7.7%	6.0%
Padre Dam	\$98,251,567	2.9%	2.8%	2.8%	2.7%
Pendleton	\$508,056	0.0%	0.0%	0.0%	0.1%
Poway	\$74,690,419	2.3%	2.2%	2.2%	2.1%
Rainbow	\$133,246,992	3.9%	3.9%	4.0%	3.9%
Ramona	\$44,190,254	1.2%	1.3%	1.3%	1.5%
Rincon	\$52,328,006	1.6%	1.5%	1.6%	1.4%
San Diego	\$1,285,972,646	35.9%	37.2%	37.0%	39.7%
San Dieguito	\$35,493,779	1.1%	1.0%	1.0%	1.1%
Santa Fe	\$58,041,000	1.7%	1.7%	1.6%	1.6%
South Bay (SWA)	\$49,983,992	1.4%	1.4%	1.4%	1.9%
Vallecitos	\$157,741,869	4.5%	4.6%	4.2%	3.0%
Valley Center	\$146,368,851	4.2%	4.2%	4.6%	5.0%
Vista	\$92,909,811	2.7%	2.7%	3.0%	3.0%
Yuima	\$33,945,773	1.1%	1.0%	0.8%	0.5%

Dr. Hanemann’s report that stated that *“The purpose of imposing some financial obligation on FPUD or RMWD if they are permitted to detach from SDCWA is to provide a level of financial protection for SDCWA and the remaining member agencies in the short run while they adjust to the changed financial situation of a detachment.”*

Specifically, Dr. Hanemann included the following calculations in his report for a detachment exit fee:

Annual Financial impact of detachment (CY 2022)

Item	FPUD	RMWD	FPUD + RMWD
REDUCTION IN REVENUE			
Without property tax loss	\$8,590,141	\$24,329,127	\$32,919,268
With property tax loss	\$8,750,141	\$24,519,127	\$33,269,268
REDUCTION IN EXPENDITURE			
Short-run	\$4,686,300	\$16,002,000	\$20,688,300
Long-run	\$5,047,100	\$17,234,000	\$22,281,100
CHANGE IN NET REVENUE			
SHORT-RUN			
Without property tax loss	\$3,903,841	\$8,327,127	\$12,230,968
With property tax loss	\$4,063,841	\$8,517,127	\$12,580,968
LONG-RUN			
Without property tax loss	\$3,543,041	\$7,095,127	\$10,638,168
With property tax loss	\$3,703,041	\$7,285,127	\$10,988,168

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Based on the numbers provided by Dr. Hanemann, a change in net revenue of \$12.58 million (2020 numbers) would happen in the short run if there were no detachment exit fee and both Fallbrook and Rainbow detached. Based on the assumptions above and assuming SDCWA collected the reduction in revenue from all remaining agencies and water purchases remained somewhat consistent with the past 5 year rolling average, Poway would see an increase of \$276,781 per year in the short term; City of San Diego would see \$4,654,958; and Valley Center would see \$528,400 as its annual increase. All of these are estimates, as it is impossible to predict the exact volume of water each agency will purchase in any given year. **(For OMWD purposes, under the same scenario calculations used by the Workgroup, the number would be \$528,360 per year if there were no detachment fee. This is less than the SDCWA staff calculations of the OMWD impact of \$646,548 calculated in 2020.)**

The Workgroup’s findings on the Question of “Are the impacts of detachment and roll off the same?”

It is important to note that there is no obligation for any member agency to take any amount of supply from SDCWA. However, a member agency that remains as a member of the SDCWA will still have to pay fixed costs to SDCWA, even if they do not take a drop of water. The elephant in the room is not if detachment and roll off are the same. They are not. The impacts of detachment and roll off are different in that an agency that rolls off will still be a member agency of the SDCWA and will be contributing to future cost increases and rates set by the SDCWA board. A detachment, once completed, means that a member agency is no longer a member agency of SDCWA and will not be contributing to future costs – unless an exit fee is conditioned by LAFCO for a certain time period.

The true elephant in the room is that unless SDCWA reduces (or leverages to others) its fixed take or pay supplies; it will have more fixed take or pay supplies than it will have demand in the next ten years if its member agencies fully develop all of their local supply projects. Dr. Hanemann also noted in his presentation to the LAFCO Detachment Workgroup that there is a *“Financial exposure to reduction in water sales. With current rates, I estimate that for every 1,000 AF less that SDCWA delivers to member agencies, its net revenue falls on average by almost \$1M. This is of some concern given that SDCWA is projected to experience a reduction of about 60,000 AF in deliveries to member agencies by around 2030.”*

If member agencies roll off to the tune of 60,000 acre feet by 2030 through the development of local supplies, (according to Dr. Hanemann) this will reduce the SDCWA net revenue by \$60,000,000. By way of comparison, FY 2022 Net Water Sales Revenue by SDCWA (in its annual budget) is \$108,586,236. A loss of \$60 million in net revenue is more than half of SDCWA’s total current annual net revenue. This is not a sustainable future and does not bode well for future rate affordability. The Workgroup suggested that this topic be explored in depth via the upcoming SDCWA Municipal Service Review (MSR) and that the MSR review of SDCWA should also include a review of MWD and its operations and agreements within the SDCWA region.

The Workgroup’s findings on the question of “Is there an offset to Fallbrook and Rainbow for ESP North County Pump Station that was never built?”

Fallbrook and Rainbow assert that there is a cost savings to the remaining member agencies if they detach as the ESP North County Pump Station does not need to be built if they detach. The Workgroup needed more information to answer this question and referred this issue back to SDLAFCO.

The Workgroup presented the findings above to the DAC in October of 2022.

On November 3rd, 2022, the San Diego LAFCO Special Districts Advisory Committee conducted a meeting wherein the draft Prospectus attached as Exhibit A was presented by SDLAFCO staff. No action was taken, but rather comments were received from Committee Members.

The key findings from the draft Prospectus and OMWD General Manager’s response comments **in red** on the findings are below:

LAFCO Statute Governs

LAFCO statute – and not the County Water Authority Act – governs consideration of the proposals. Among other pertinent outcomes this means LAFCO has broad authority to

condition any proposal approvals using the Commission's quasi-legislative powers. This is up to the lawyers of LAFCO to determine, therefore OMWD staff does not have any specific comments. Of note is that the County Water Authority Act does not contemplate an exit fee, so using LAFCO statute and its associated quasi-legislative powers would allow LAFCO to enforce an exit fee. An exit fee is reasonable to protect OMWD and its ratepayers, so OMWD does not take exception to this finding.

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Although the County Water Authority's potable supply portfolio is superior given its diversification, Eastern MWD's own supply via Metropolitan Water District of Southern California (MET) is adequate and can reasonably accommodate demands now and going forward for both Fallbrook PUD and Rainbow MWD. OMWD staff agrees that SDCWA's supply reliability is superior.

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Standard measurements used to assess the Eastern MWD's financial standing shows it trended positively over the last five fiscal years with respect to liquidity, capital, and margin levels. The latter is highlighted by Eastern MWD finishing with positive total margins in four of the five years with an overall average of 4.5%. OMWD staff does not take issue with this conclusion.

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LAFCO estimates the average monthly household impact for Fallbrook and Rainbow ratepayers is \$20.21 and \$26.79, respectively assuming full pass-through to ratepayers. OMWD staff does not take issue with this conclusion.

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LAFCO estimates through the help of an Ad Hoc Working Group the average monthly household impact for the remaining members agencies of the County Water Authority is \$2.20 assuming full pass-through to ratepayers. The City of San Diego impact (largest CWA customer) is estimated at \$1.05 per month/per household. OMWD staff does not agree with this simplistic breakdown of the cost impacts to the ratepayers. As noted above, each member agency will need to determine how it will pass along costs to its ratepayers. As the Workgroup noted above, calculations for each member agency can be calculated for each member agency as a whole, but to take the agency level impacts and divide them by the number of households within that agency is not an accurate impact calculation as it does not take into account commercial, industrial, irrigation and agricultural accounts nor does it take into account the unique rate structures at each of the member agencies. Reliance on the Workgroup's calculations by member agencies and a true up of the numbers since 2020 which were used in the Hanemann report is a more accurate reflection of the impacts.

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Five Years is an Appropriate Length for an Exit Fee

As referenced, the purpose of an exit fee is to provide the County Water Authority and its remaining member agencies a level of financial protection in the short run while they adjust to the changed financial situation associated with Fallbrook PUD and Rainbow MWD detaching. Five years appears to be an appropriate standard to apply an annual exit fee. **OMWD staff believes and commented at the SDLAFCO Advisory Committee Meeting on November 3rd that there needs to be a nexus stated as to how the 5 years was derived. A nexus of water sales rebounding (for multiple years) to a level higher than the lost water sales from Fallbrook and Rainbow would be a more reasonable and more protective nexus for the length of an exit fee.**

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Should Fallbrook PUD and Rainbow MWD detach from the County Water Authority and annex into Eastern MWD a proportional change in voting rights at MET would follow. The estimated value of voting rights – though relatively small – is substantive given it falls within the margin of a recent key vote at MET involving the selection of their new general manager. One possible and otherwise merited solution would involve applying a separate condition to require a MOU between Eastern MWD and County Water Authority to retain the voting apportionment associated with Fallbrook and Rainbow for

at least the first five years. OMWD staff agrees that this is a valid concern, however it does not agree that this is a legal nor feasible resolution. MWD voting rights are set by statute and can not be legally contracted away by member agencies. The OMWD General Manager raised this at SDLAFCO Advisory Committee Meeting on November 3rd.

Class 20 CEQA Exemptions Are Appropriate

Consistent with the findings made by Fallbrook PUD and Rainbow MWD in their resolutions of application, Class 20 exemptions appropriately apply to both proposals. These exemptions appropriately apply given the underlying action involves the transfer of existing municipal service functions within the same area with no additional powers or expansions. This is legal issue within the purview of SD LAFCO General Counsel.

Other Terms and/or Measures May Also Be Appropriate Based on Commission Preferences Possible examples:

- A LAFCO prescribed “roll-out” requiring Fallbrook PUD and Rainbow MWD to remain member agencies with County Water Authority for a specified period of time before allowing the detachments to formally proceed. OMWD staff does not believe that this is legal, unless SDLAFCO itself delays the processing of the detachments.
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Finally, OMWD staff believes, and this was stated on the record as the Chair of SDLAFCO Advisory Committee at the November 3rd Meeting, that the parties should meet between now and February 2023 when this is scheduled to go before the LAFCO Commission to see if there is a compromise solution wherein Fallbrook and Rainbow

stay with the SDCWA. It is your General Manager's belief, having participated in all of the committee meetings for the past two years, that this will end in litigation if a compromise cannot be reached.

The applications for detachment, Dr. Hanemann's report, and the record to date on the applications are voluminous, but can be found here:

<https://www.sdlafco.org/resources/major-proposals/fallbrook-pud-rainbow-mwd-wholesaler-reorganization-2020>

Fiscal Impact

The fiscal impact will be determined based on whatever ultimate exit fee is ultimately imposed by SDLAFCO. The estimated impact from the draft prospectus per household in San Diego County averages \$2 per month based on the SDLAFCO report. The proposal is that an offset in this amount be paid by the detaching parties for a period of 5 years. Arguably, this cost impact disappears once water sales grow to the point of covering the amount of water sales lost by Fallbrook and Rainbow's departure. However, with water sales for SDCWA expected to decline due to the development of major local supply projects in the region, the question of when the water sales will ever go back up is unknown.

Discussion

The OMWD General Manager will be available at the meeting to answer any questions.

The General Manager's recommendation is that OMWD submit official comments by the November 30th deadline that include the comments in red above and any additional comments that the board agrees on at today's meeting and then revisit its official position once a final report is issued by SDLAFCO staff, likely in January of 2023.

SDLAFCO staff has indicated that written comments received by Wednesday, November 30, 2022, will be incorporated into preparing a draft document to be presented at a future meeting and tentatively scheduled for February 6, 2023.

ATTACHMENTS: Draft SDLAFCO Prospectus, Staff PPT



Proposed Reorganizations

FALLBROOK PUD +
RAINBOW MWD

PROSPECTUS

REPORT SUMMARY | October 2022



OVERVIEW

This prospectus covers San Diego LAFCO's current administrative review of two related proposals filed by Fallbrook Public Utility District (PUD) and Rainbow Municipal Water District (MWD) that have been administratively combined by the Executive Officer. The combined proposal affects – directly or indirectly – a sizable portion of San Diego County residents and is expected to be presented to the Commission for formal deliberations as early as February 2023. This prospectus summarizes key policy issues underlying the proposals to date and tentative conclusions reached by LAFCO staff. The role of the prospectus is to help communicate these policy issues and facilitate early input from all interested parties – public or private – before LAFCO staff completes the administrative reviews.

PROPOSAL FILINGS: What Fallbrook PUD and Rainbow MWD are Asking to Do...

Fallbrook PUD and Rainbow MWD via separate filings in March 2020 are requesting LAFCO approval to transfer wholesale water service responsibilities within their combined 124 square mile jurisdictional boundaries from the San Diego County Water Authority to Eastern MWD in Riverside County. The requested transfer necessitates multiple jurisdictional changes and related approvals by LAFCO and headlined by concurrently (a) detaching the affected territory from the County Water Authority and (b) annexing into Eastern MWD. The stated purpose of the proposals is to achieve cost-savings with Fallbrook and Rainbow estimating the per acre-foot wholesale charge would decrease by (25%) from \$1,608 with the County Water Authority to \$1,195 with Eastern MWD with the latter secured by a MOU.

PROPOSAL FILINGS: What the County Water Authority is Asking in Response...

The County Water Authority is on record via resolution stating they will oppose the proposals unless:

- Rainbow and Fallbrook guarantee all obligations as promised to their own ratepayers are met.
- Detachments will not adversely affect other County Water Authority member agencies and San Diego County as a region financially or environmentally.
- Detachments will not increase reliance on the Bay-Delta
- Detachments will not diminish the County Water Authority's voting power at MET.

Fallbrook PUD and Rainbow MWD

Fallbrook PUD

General Manager **Jack Bebee**

Formed in 1922

Estimated Population is 33,986

Avg Annual Water Demand is 9,161 AF

6% of Customers are Ag

38% of Water Demand is Ag



Rainbow MWD

General Manager **Tom Kennedy**

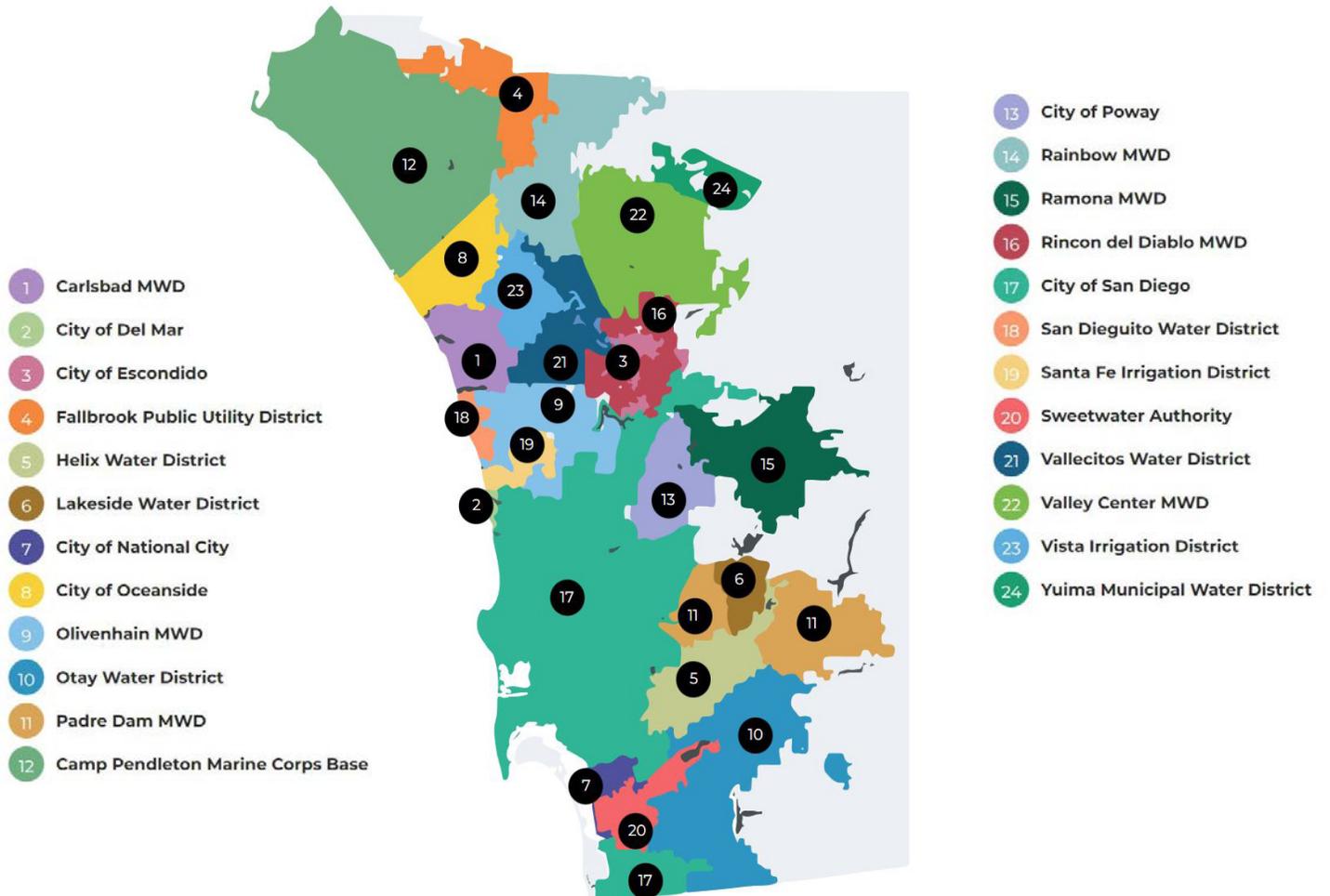
Formed in 1953

Estimated Population is 22,130

Avg Annual Water Demand is 16,976 AF

29% of Customers are Ag

67% of Water Demand is Ag





ADMINISTRATIVE REVIEW What's Been Done to Date...

Approval of MOU with Riverside LAFCO

In response to the proposal filings, San Diego and Riverside LAFCOs have entered into a memorandum of understanding (MOU) to establish tasks and responsibilities. The MOU designates San Diego as lead in preparing all related analysis and this includes completing a municipal service review on Eastern MWD to inform a conforming sphere of influence action to accommodate any annexation approvals. The MOU specifies San Diego shall actively consult with Riverside in processing the reorganizations and related studies. All approvals are delegated to San Diego.

Approval of Alternative Conducting Authority Proceedings

As allowed under statute, San Diego LAFCO has approved a request from the County Water Authority to apply alternative conducting authority proceedings should the Commission approve Fallbrook PUD and/or Rainbow MWD's proposals. This means – markedly – any proposal approval will bypass standard protest proceedings and directly proceed to a confirmation election of registered voters.

Establishment of an Advisory Committee & Technical Expertise from Dr. Michael Hanemann

Given the complexities and associated jurisdictional disputes underlying the proposals, San Diego LAFCO has created a 10-member Ad Hoc Committee to advise the Executive Officer through the administrative review process. The Ad Hoc includes representatives from all four subject agencies plus at-large members. The Ad Hoc has held 12 meetings to date with the majority focusing on three specific topics involving water supply reliability, ratepayer impacts, and possible true-up costs (exit fees) with technical analysis provided by Dr. Michael Hanemann with Arizona State University. The work of the Ad Hoc is expected to conclude shortly.

Property Tax Exchange Process

As required for all proposed jurisdictional changes, a property tax exchange analysis has been prepared for the Fallbrook PUD and Rainbow MWD proposals through the County of San Diego. This analysis concludes an existing tax exchange resolution previously adopted by the Board of Supervisors applies to the proposals and means if approved all property tax revenues (AB8 and unitary) currently allocated to the County Water Authority would transfer to Eastern MWD – which totals \$388,216 in 2022-2023. The analysis also concludes that the County Water Authority's existing fixed charges collected on the tax roll within Fallbrook and Rainbow – which presently totals \$723,604 – would be eliminated. The property tax exchange is considered complete, though it can be revisited if needed.



Solar panels facilitate well pumping in Fallbrook, California.



» Administrative Review

Fallbrook Region Municipal Service Review (MSR)

As a prerequisite to considering the proposed jurisdictional changes, San Diego LAFCO has prepared and completed a municipal service review on the Fallbrook region and the local agencies operating therein subject to the Commission's oversight – including Fallbrook PUD and Rainbow MWD. The final report outlines nine central conclusions relative to LAFCO's growth management tasks and interests based on data collected and analyzed between 2016 and 2020. This includes concluding Fallbrook PUD and Rainbow MWD have experienced clear and measurable financial stresses during the report period and reflected in substantive declines in their liquidity, capital, and margin levels.

Addendum to MSR on Eastern MWD

As a separate prerequisite to considering the proposed jurisdictional changes, San Diego LAFCO is preparing an addendum to Riverside LAFCO's most recent MSR on Eastern MWD. The addendum provides gap analysis in bringing data current with respect to Eastern MWD's potable water functions (wholesale and retail) and finances. The addendum is presently under administrative review by Riverside LAFCO and will be forwarded to the Commission in step with presenting both proposals.



TENTATIVE LAFCO STAFF CONCLUSIONS Where Staff's Analysis to Date is Going...

The following conclusions are purposefully premised as “tentative” and directly informed by analysis performed to date with the key qualifier, the administrative review remains active. Some tentative conclusions, nonetheless, are more firm than others. LAFCO staff welcomes the public’s review and comment on these tentative conclusions.

LAFCO Statute Governs

LAFCO statute – and not the County Water Authority Act – governs consideration of the proposals. Among other pertinent outcomes this means LAFCO has broad authority to condition any proposal approvals using the Commission’s quasi-legislative powers.

Eastern MWD’s Supplies are Reliable

Although the County Water Authority’s potable supply portfolio is superior given its diversification, Eastern MWD’s own supply via MET is adequate and can reasonably accommodate demands now and going forward for both Fallbrook PUD and Rainbow MWD.

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Standard measurements used to assess the Eastern MWD’s financial standing shows it trended positively over the last five fiscal years with respect to liquidity, capital, and margin levels. The latter is highlighted by Eastern MWD finishing with positive total margins in four of the five years with an overall average of 4.5%

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LAFCO estimates the average monthly household impact for Fallbrook and Rainbow ratepayers is \$20.21 and \$26.79, respectively assuming full pass-through to ratepayers.

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LAFCO estimates through the help of an Ad Hoc Working Group the average monthly household impact for the remaining members agencies of the County Water Authority is \$2.20 assuming full pass-through to ratepayers. The City of San Diego impact (largest CWA customer) is estimated at \$1.05 per month/per household.

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It would be appropriate to condition approval to require an annual true-up – or exit fee – equal to the estimated revenue loss (water sales, property taxes, available fees) for the County Water Authority should both Fallbrook PUD and Rainbow MWD detach. The purpose of the exit fee is to provide the County Water Authority a period of adjustment. This annual amount has been estimated by Dr. Hanemann in the short run at \$12.6 million.



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The County Water Authority would save money should Fallbrook PUD and Rainbow MWD detach that would otherwise be expended on proceeding with the previously planned construction of the ESP North County Pump Station. The value of the associated savings – however – remains a topic of ongoing analysis.



» TENTATIVE LAFCO STAFF CONCLUSIONS

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Should Fallbrook PUD and Rainbow MWD detach from the County Water Authority and annex into Eastern MWD a proportional change in voting rights at MET would follow. The estimated value of voting rights – though relatively small – is substantive given it falls within the margin of a recent key vote at MET involving the selection of their new general manager. One possible and otherwise merited solution would involve applying a separate condition to require a MOU between Eastern MWD and County Water Authority to retain the voting apportionment associated with Fallbrook and Rainbow for at least the first five years.

Class 20 CEQA Exemptions Are Appropriate

Consistent with the findings made by Fallbrook PUD and Rainbow MWD in their resolutions of application, Class 20 exemptions appropriately apply to both proposals. These exemptions appropriately apply given the underlying action involves the transfer of existing municipal service functions within the same area with no additional powers or expansions.

Other Terms and/or Measures May Also Be Appropriate Based on Commission Preferences

Possible examples:

- A LAFCO prescribed “roll-out” requiring Fallbrook PUD and Rainbow MWD to remain member agencies with County Water Authority for a specified period of time before allowing the detachments to formally proceed.
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Example:

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ADMINISTRATIVE REVIEW What Remains to be Done...

Complete Staff Report & Address all Statutory and Local Policy Factors

San Diego LAFCO staff is currently preparing a report on the Fallbrook PUD and Rainbow MWD proposals with recommendations that includes addressing all review factors required under State law as well as local policy. The former is headlined by considering all of the factors required under Government Code Section 56668 and ranges in scope from addressing the proposals' conformance growth and development objectives to relationship to environmental justice. The latter is marked by L-107 and consideration of options in addressing known jurisdictional disputes.

Scheduling a Public Hearing

San Diego LAFCO staff anticipates scheduling a public hearing for the Commission to begin its deliberations on the Fallbrook PUD and Rainbow MWD proposal as part of a combined item in February 2023. Notice will be provided to all subject and affected agencies and published in the UT no less than 21 days in advance.

Additional Information

Additional information on the combined proposals is available online. This includes pertinent documents, including but not limited to, applications submitted by both Fallbrook PUD and Rainbow MWD, agenda materials for all Ad-Hoc Committee meetings, as well as all correspondence received to-date.

Receive Written Comments

The public is invited to provide comments on this prospectus and the combined proposal as part of the administrative review process.

Written comments received by Wednesday, November 30, 2022, will be incorporated into preparing a draft document to be presented at a future meeting and tentatively scheduled for February 6, 2023. Comments and questions should be directed to Priscilla Mumpower, Analyst II by e-mail at priscilla.mumpower@sdcounty.ca.gov or by telephone at **619.321.3380**.

Separate public review and comment period will be noticed and ahead of presenting a final staff report to the Commission.

Fallbrook & Rainbow Detachment

November 2022 Review of the SDLAFCO Draft Prospectus Findings with the
OMWD Board of Directors

November 16, 2022



Overview & Purpose

- Review key elements of the Draft Prospectus released by SDLAFCO
- General Manager Comments in **RED**
- Add Board Comments today
- Transmit comments via letter to SDLAFCO by 11/30/2022 deadline
- Review again with OMWD Board once final report released by SDLAFCO, likely in early 2023

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Questions?

Memo

A

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS
PRESIDENT

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

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

November 16, 2022

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 **October 2022:**

Operations & Maintenance	October 2022	September 2022
DCMWTP Total Production	368.1 million gallons	585.3 million gallons
DCMWTP Average Daily Production	11.9 million gallons	19.5 million gallons
DCMWTP Peak Day Production	20.9 million gallons	27 million gallons
Source Water Blend (% State Project Water)	0%	0%
Total Deliveries to VWD	No Deliveries	No Deliveries
4S and Rancho Cielo Sewer Systems Total Inflow	39.04 million gallons	38.9 million gallons
4S and Rancho Cielo Sewer Systems Average Daily Inflow	1,259,476 gallons	1,295,873 gallons
4S and Rancho Cielo Sewer Systems Peak Day Inflow	1,331,856 gallons	1,418,271 gallons
4S and Rancho Cielo Sewer Systems Low Day Inflow	1,116,844 gallons	1,222,492 gallons
4SWRF Average Daily Production	769,496 gallons	976,623 gallons
4SWRF Peak Day Production	1,110,686 gallons	1,287,704 gallons
4SWRF Total to Recycled Water Distribution System	23.85 million gallons	29.29 million gallons
4S Recycled Water Storage Pond Volume	17 acre feet	0 acre feet
Repaired Potable Water Main Leak(s)	0	0
Repaired Potable Water Service Lateral Assembly Leak(s)	4	5
Repaired Recycled Water Main Leak(s)	0	0
Repaired Recycled Water Service Lateral Leak(s)	0	0
Repaired Hit Fire Hydrant Lateral Assembly Leak(s)	0	1
Replaced Valve(s) Monthly Total	3	9
Replaced Valve(s) Calendar Year To Date	23	20
Recycled Water Use Site Inspections & Visits	26	29
Recycled Water Use Site Cross Connection Tests	7	6
Cross Connection Site Surveys	16	1
Backflow Inspections & Testing (New)	2	4
IT Help Requests	24	36
Customer Services	October 2022	September 2022
Customer Calls and Inquiries	1,273	1,196
Total Monthly Bills Issued	22,976	22,946
Service Orders	427	588
New Potable Meters	1	1
New Fire Meters	0	1
New Recycled Water Meters	0	0
AMI Troubleshooting Investigations	18	51

Customer Services - Continued	October 2022	September 2022
AMR Troubleshooting Investigations	35	41
Stopped/Underperforming Meters Replaced	63	73
MXUs Upgraded to AMI	232	120
Meter Accuracy Tests Performed	0	5
Water Use Evaluations	12	16
Water Use Violation Reports	4	2
Workshops, Events, and Tours	2	0
High-Efficiency Clothes Washer Rebate Applications	5	8
Weather-Based Irrigation Controller Rebate Applications	2	9
Hose Irrigation Controller Rebate Applications	0	0
High-Efficiency Rotating Nozzle Rebate Applications	1	0
High-Efficiency Toilet Rebate Applications	0	0
Rain Barrel Rebate Applications	1	1
Flow Monitor Device Rebate Applications	2	2
Turf Removal Project Rebate Applications	4	7
Social Media Posts	27	21
News Releases/Media Advisories	1	5
EFRR	October 2022	September 2022
Special Use/Event Permits	7	4
Parking Notices	55	49
Incident Reports	4	4
Vehicle Count	4,638	2,508
Trail Use Count	8,450	4,582
Days Closed Due to Rain/Red Flag/COVID-19	0	1
Days IC Open	16	14
Number of IC Visitors	312	93
Volunteer Trail Patrol Shifts	6	7
Volunteer Docent Hours	96	59
Total Number of Docents	61	61
Finance	October 2022	September 2022
Infosend Payments	10,807	10,583
OMWD Auto Debit Payments	2,163	2,176
CB&T Lockbox Payments	3,061	2,984
Over the Counter Payments	292	515
Check-free, Metavante and Chase	4,455	4,647
Paymentus (Credit Card) Payments	778	1,103
Finance Calls and walk-ins	47	66
Service Orders Processed	9	16
Service Orders Closed Out	3	0
Purchase Orders	17	15
Inventory Items Received	717	375
Invoices Processed	536	501
Payroll Direct Deposits Processed	240	247
Accounts Payable Checks and Electronic Fund Transfers	344	398

ENGINEERING DEPARTMENT

Engineering Manager Lindsey Stephenson Highlights for October 2022:

4S Ranch Neighborhood 1 Sewer Pump Station Replacement Project continues to progress through construction of the bypass manhole and tee installation. The Manchester Avenue and South El Camino Real Recycled Water Pipelines Project continues pipe installation, with mainline install nearly complete. Coordination with Caltrans and their contractor for work occurring at I-5 and Manchester Avenue continued during the month of September. Staff continued progressing planning and design efforts on multiple CIP projects. Staff continues to handle developer requests, continues to assist other departments with engineering-related work, and continues to manage OMWD's right of ways. Staff held a Facilities Committee meeting to provide updates on Stormwater Pollution Prevention Plan for Headquarters, 4S WRF Discharge Permit, Satellite Leak Detection Program, key CIP updates, and Long-term CIP Study.

HUMAN RESOURCES DEPARTMENT

Human Resources Manager Jennifer Joslin Highlights for October 2022:

Human Resources staff coordinated the recruitments for the vacant Water Treatment Plant Operator II position, Department Assistant I (Engineering) position, Operations Coordinator position, as well as a Grow Your Own (GYO) internal recruitment for Customer Service Representative II. Hosted the annual Health and Wellness Expo event for staff with multiple benefits representatives onsite. Hosted a Breakfast and Learn event featuring a comprehensive review of the five medical plans available with District insurance broker Scott Pieratt. Conducted a survey of employees as part of the review of the trial remote work and 4/10 work schedules as outlined in the Memorandum of Understanding (MOU). Held a Human Resources/Employee Association (HEART) Committee meeting to discuss the results of the employee survey, trial schedules, and voluntary employee benefit savings account (VEBA) employee contributions. Safety staff facilitated joint CPR/AED/First Aid training for OMWD and Santa Fe Irrigation District employees. Conducted safety orientation for two new SDCWA interns. Hosted the October Safety Committee meeting.

OPERATIONS & MAINTENANCE

Operations Manager Geoff Fulks Highlights for October 2022:

At DCMWTP, construction of the Backpulse Supply Pipeline Replacement project was completed. Staff conducted and passed the Air Pollution Control District's annual fuel pump testing and certification. Construction staff finalized the Valve Replacement Project and Paving Support Services FY22/23 contract with C.E. Wilson and construction is slated to start in early November. Construction and IT staff collaborated and finalized repairs of the 4S Ranch Overflow Storage Pond floats. Staff assisted the Field Services Department with meter box upgrades that required flatwork removing and replacing sidewalk panels in the City of Carlsbad. IT staff continued to work on upgrades to the process network firewalls and address ongoing audio issues in the Boardroom.

CUSTOMER SERVICES DEPARTMENT

Customer Services Manager John Carnegie Highlights for October 2022:

Published October issue of Watching Water newsletter; nominated two employees for recognition in SDCWA's Faces of the Water Industry social media campaign; mailed 232 postcards notifying customers affected by the next AMI Expansion Project phase of upcoming work and the My Water Use dashboard; completed California-friendly demonstration garden at headquarters; and hosted "Open House" event at headquarters with nearly 300 attendees, which included providing a water-wise landscape workshop to more than 20 attendees and a drought update to more than 70 members of the public.

At EFRR, hosted Project Wildlife release of seven racoons; removed five GSOB-infested/dead oak trees within close proximity to hiking trails as a safety precaution; hosted three field trips for students from Escondido Unified School District; installed "Welcome to Elfin Forest" metal work on entrance kiosk; held "Efficient Irrigation System Workshop" in partnership with Hunter Industries at the interpretive center for 20 attendees; and began lower Cielo Trail fence replacement.

FINANCE DEPARTMENT

Finance Manager Rainy Selamat Highlights for October 2022:

Presented proposed water rates and charges for 2023 to Finance Committee and the Board; completed annual review of water capacity fees for 2022; participated in OMWD Open House event; completed fiscal year 2022 financial audits with no audit adjustments ; completed draft of Fiscal Year 2021/22 Annual Comprehensive Financial Report (ACFR); prepared and presented finance section of OMWD recycled water system with GM Thorner; prepared draft report of District pension funding status for presentation to the Committee and the Board; staff worked with HR to set up and implement new labor MOU items on GP Payroll to be consistent with current labor MOU; continued discussion with Raftelis on water capacity fee update; staff worked with Engineering and Meter groups to submit reimbursements from grants for AMI and Manchester projects; and attended SDCWA's rate workshop with GM Thorner.

ASSISTANT GENERAL MANAGER:

The Assistant General Manager reports the following:

Attended San Diego IRWM RAC Meeting, assisted in OMWD Open House and conducted public tours of OMWD HQ; participated in GYO Interviews; attended San Diego North EDC Board Meeting; participated in OMWD Conservation Workshop at EFRR; represented district at AGTech Hackathon; interviewed candidates for Engineering Department Assistant opening, attended meeting to review information on San Dieguito Brackish Groundwater Project; dedicated significant time to personnel matters, employee recruitment, and claims management.

GENERAL MANAGER:

The General Manager reports the following:

General Manager Thorner participated in the SDCWA Board Meeting, held a Special Finance Committee Meeting, presented at the League of Women Voters Water Group Meeting, attended the MAM/MAFO Rate Workgroup Meeting, presented at OMWD's Open House event, held a

Facilities Committee Meeting, attended the SDCWA Special Meeting, presented on behalf of the Solve the Water Crisis to the Industrial Environmental Association, attended the SDCWA Rate Alternatives Demonstration Training, attended the Member Agency Managers Meeting, held a HEART Committee Meeting, participated in the SDCWA Financial Strategy Work Group Meeting, held a Recycled Water Briefing, participated in the WaterReuse California Executive Committee Meeting, participated in the SDCWA Audit Committee Meeting, chaired the SDLAFCO Special Districts Advisory Committee Meeting, attended the North County Work Group Meeting, and dedicated significant time to the Hillside Patio litigation as well as other legal issues, preparing presentations, and GM Focus Groups.

Memo

C

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

CONSULTING ENGINEER

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

MEMORANDUM

To: Kimberly Thorner, Esq., Olivenhain MWD Board of Directors

From: Don MacFarlane, Consulting Engineer

Subject: Metropolitan Water District of Southern California (MWD)
Committee Meetings

Date: November 7, 2022

This is a report on the Finance and Insurance, Imported Water, and Engineering and Operations Committee meetings, held on November 7, 2022. The report is based on the webcast, Board reports and memorandums. Note that Committee decisions may be changed by the full Board of Directors on November 8, 2022.

Delta Outflow – For the month of October 2022, the flow averaged 5,000 cubic feet per second (cfs). Over a 24-hour period, 5,000 cfs is approximately equal to 10,000 acre-feet.

Finance and Insurance Committee –

1. Water Transactions, Deliveries – Through October 2022

2. Variation	Budget Month	Budget YTD	Prior Year YTD
Transactions (TAF)	Not Available	Not Available	Not Available
Transactions \$MM	Not Available	Not Available	Not Available
	Actual Month		Prior Year
October Delivery (TAF)	157		151

2. FY 2022 Final Year-End Financial Results:
- a. Revenues were \$1.888 billion, expenditures were \$1.817 billion, and net revenues were \$71 million.
 - b. The Revenue Bond Debt to Equity Ratio was 51.6 percent. The trend has been declining slightly. The maximum allowable is 100 percent.
 - c. The Pension Funding Ratio was 71.4 percent. The trend has been flat the last seven years.
 - d. The Pension Actuarially Determined Contribution was 92.5 percent. The trend has been increasing sharply over the past five years.

MEMORANDUM

Metropolitan Water District of Southern California

November 7, 2022 Committee Meetings

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- e. The OPEB Funding Ratio was 74.2 percent. The trend has been increasing steadily.
3. First Quarter FY 2022 Financial Results:
 - a. Water transactions were 27.3 TAF greater than budget and 22.3 TAF less than 2021.
 - b. Revenues were \$0.3 million greater than budget and \$15.3 million less than 2021.
 - c. Revenues and expenditures are projected to be on budget at the end of the FY.

Imported Water Committee

1. California's Proposal to Conserve Water in Lake Mead – California was meeting with the seven Colorado River basin states regularly, and with the Lower Basin States weekly, to develop a plan to reduce Colorado River water use by 2 to 4 MAF starting in 2023. This goal was set by the Secretary of the Interior and a plan was due by August 2022. The States could not agree on a plan and so California developed their own proposal of 400 TAFY for 2023 through 2026. The plan was based on the idea that reductions in water use now could avoid large reductions later. Imperial Irrigation District, Coachella Valley Water District, Palo Verde Water District, Bard Water District, and MWD proposed using existing fallowing programs to reduce use, with USBR deciding on the level of fallowing. MWD may also reduce ICS deliveries from Lake Mead. These actions could result in retaining 20 feet of Lake Mead water levels.
2. Water Surplus Drought Management Notes-
 - a. The gap between CY 2022 demands and supplies has been updated to 347 TAF, most of which will come from dry-year storage. MWD is predicting that the end of CY 2022 Dry-Year Storage volume will be 2.3 MAF, with most of it in Lake Mead.
 - b. Accessing the storage needed for CY 2023 will be challenging and staff is recommending that, in December, the Board of Directors review the implementation of a water supply allocation plan (WSAP) for CY 2023. This would apply to all of MWD's service area except SWP Dependent Areas (SWDA), which are addressed by the emergency plan discussed below. Staff recommended that agencies consider preparing their governing bodies and communities for mandatory restrictions. They also recommended that agencies implement enhanced voluntary conservation measures immediately, in anticipation of a mandatory WSAP in 2023.
 - c. The Emergency Water Conservation Program (EWCP) has been adopted to address supply shortages in the SWDA. These areas are in the northern and northwestern portions of the MWD service area and are unable to be fully served with Colorado River supplies.
 - i. As of October 31, 2022, water use was below the total volumetric limits that were established, and no penalties were assessed.
 - ii. Three agencies are on the one-day per week landscape watering restriction.

MEMORANDUM

Metropolitan Water District of Southern California

November 7, 2022 Committee and Board Meetings

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- iii. Demands are trending approximately 4 percent below projections.
 - iv. In CY 2023, there will be a continued acute shortage of water to meet demands.
 - v. The Board of Directors will be asked to revisit the EWCP in December.
2. Colorado River Salinity Forum – Updated models do not show the big spike in TDS that was anticipated. The Paradox Valley well will be operated at two-thirds capacity through the end of 2022. So far, there has been no seismic activity from the operation. USBR will likely re-start the well in 2023 and will re-open the EIS to evaluate potential long-term solutions. Staff noted that Arizona is not funding the salinity control work in the watershed.
 3. Revision to the Colorado River 2007 Interim Guidelines – The Guidelines need to be revised to address the low inflows to Lake Powell and Lake Mead. The coordinated reservoir operations will be revised to keep Lake Powell water levels at 3490 feet, minimum. This will result in lower releases to Lake Mead and could impact Lower Basin States.

Engineering and Operations Committee

1. State Water Dependent Area – Staff provided an update on the projects under consideration. A Board of Directors workshop is planned for February, including a discussion of costs, affordability, and financing.
2. Construction Cost and Supply Chain Update:
 - a. The Engineering News Record (ENR) Construction Cost Index increased 8 percent in 2021. So far in 2022, the ENR 20 Cities Index increased approximately 5 percent, while the ENR Los Angeles Index increased approximately 2.2 percent.
 - b. MWD has been updating the engineer's estimate for projects just prior to bidding, because of price volatility. The results have improved with bids generally less than the estimates.
 - c. Construction costs have not declined to pre-pandemic levels and are not expected to.
 - d. Significant supply chain issues remain. Some key electrical equipment has an 80-week (1.5 year) lead time. MWD is considering alternative project delivery methods to be able to order equipment earlier.
3. Percent State Water Project Water at Lake Skinner – 0 percent.

MEMORANDUM

Metropolitan Water District of Southern California

November 7, 2022 Committee Meetings

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CIP – Capital Improvement Program

CRA – Colorado River Aqueduct

CWA – San Diego County Water Authority

EIS – Environmental Impact Statement

MGD – Million Gallons per Day

MAF – Million acre-feet

MWD – Metropolitan Water District of Southern California

NGOs – Non-Governmental Organizations

OPEB – Other Post-Employment Benefits

SWP – State Water Project

TAF – Thousand acre-feet

SWRCB – State Water Resources Control Board

USBR – United States Bureau of Reclamation

Memo

D

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

GENERAL COUNSEL

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: November 16, 2022
RE: Attorney Report: SB 1439 Update
150152-0005

I. INTRODUCTION.

This attorney report provides an update on a new law signed by Governor Newsom providing that water district and other local agency board members are prohibited from accepting or soliciting contributions exceeding \$250 from pending contractors. The new law expands the Levine Act (“the Act”) to prohibit local agency board members who have received a contribution of \$250 or more from an applicant or affiliated party from voting on the applicant’s matter — whether it be a contract, license, permit or “other entitlement for use” — if the board member has willfully or knowingly received a contribution in excess of \$250.

Certain State and local officials were previously excluded from the Act’s prohibitions. Senate Bill 1439 expands the Act to include locally elected or appointed board members of water and other special districts.

The Levine Act amendments apply to contributions from parties (or affiliated persons, such as agents or employees) seeking a license, permit, contract or other entitlement from the District during the *preceding* 12 months. SB 1439 also extends from three months to 12 months the time frame *after* an approval during which a director is prohibited from receiving a campaign contribution.

Additionally, a contractor or anyone appearing before a local agency with a contracting request must disclose if they made contributions over \$250 during the prior 12 months.

II. THE LEVINE ACT.

The Levine Act, California Government Code Section 84308, originally prohibited “pay-to-play” contributions to certain officials such as planning commissions and the California Coastal Commission. The Act was adopted in 1982, in response to reports that several members of the Coastal Commission solicited and received large campaign contributions from individuals with applications pending before the commission.

The Act originally required covered officials to recuse themselves from voting on a matter involving a license, a permit or other entitlement if the official received a campaign contribution of \$250 or more within the preceding 12 months. The Act also originally prohibited a party with a pending matter from contributing to a member while a proceeding is pending and for three months after, and it prohibited officials from soliciting contributions of \$250 or more during the same time period.

III. **SENATE BILL 1439.**

Senate Bill 1439 makes a number of changes to the Levine Act, which is a part of the Political Reform Act. SB 1439 extends the Act's coverage to locally elected or appointed governing boards, including water districts. Water district board members will now have to "conflict out" of certain proceedings involving persons that made contributions to their respective political campaigns.

SB 1439 imposes several new requirements on water district board members. First, the bill prohibits accepting, soliciting or directing a campaign contribution of \$250 or more if the donor is involved in a proceeding involving a license, permit or other entitlement for use, including a contract award, that is pending before the District. Under SB 1439, this prohibition continues for 12 months following the proceeding. (It was previously three months.)

Second, the Act will now require water district board members to recuse from any proceeding involving a license, permit or other entitlement for use, including a contract award, if the member has received a campaign contribution from a person involved in the proceeding within the previous 12 months.

The Act applies to both the parties directly involved in the proceeding, such as an applicant for an entitlement, as well as to other participants who actively support or oppose a particular decision in the proceeding. As with other provisions of the Political Reform Act, officials with a Levine Act conflict of interest cannot make, participate in making, or attempt to influence any such proceeding.

The rule does not apply to labor contracts, personal employment contracts or contracts that are competitively bid.

In light of SB 1439, both elected and appointed officials of a local government agency must now do all of the following:

- **Disclose.** Before participating in any decision in a proceeding involving a license, permit or other entitlement for use (including certain contracts), a director who received a contribution over \$250 in the preceding 12 months from a party or any participant in the proceeding must disclose that fact on the record.

- Recuse. If the director knows or has reason to know that the party or participant who made the contribution has a financial interest in the decision, the director must not make – or participate in making – the decision.
 - Or Return. If the director returns the contribution within 30 days from the time the director knows or should have known about the contribution and relevant proceeding, the director may participate in the decision.
- Refuse. While the proceeding is pending for 12 months after a final decision is rendered, a director must not accept, solicit or direct a contribution of more than \$250 from the party or participant if the director knows or has reason to know the party, participant or the party's or participant's agent has a financial interest in the decision.
 - Or Return. If a director accepts, solicits or directs a contribution of more than \$250 during the 12 months after the date a final decision is rendered in the proceeding, the director may cure the violation by returning the contribution, or the portion of the contribution that exceeds \$250, within 14 days of accepting, soliciting or directing the contribution, whichever comes latest. This opportunity to cure is only available if the director did not knowingly and willfully accept, solicit or direct the prohibited contribution, and the director keeps a record of curing the violation.

IV. CONCLUSION.

SB 1439 presents a significant change for water district board members because campaign donations previously did not give rise to the Levine Act's conflict of interest rules. Accordingly, directors are now required to disclose, recuse, refuse or return campaign contributions over \$250 from pending contractors within the preceding 12 months (or for 12 months following the final decision).

SB 1439 also imposes new requirements on potential contractors. Now parties seeking contracts, permits or licenses from the District will have to disclose if they made contributions over \$250 within the prior 12 months. This will require companies and individuals seeking contracts, permits or licenses from the District to (1) refrain from making any prohibited contributions; (2) be on the lookout for any prohibited contributions from principals or employees who might be unaware of the rule; (3) ask employees and agents about their campaign contribution history; and (4) put in place a compliance process to avoid inadvertent violations.

SB 1439 takes effect on January 1, 2023. Violation of the Act is punishable as a misdemeanor.

AES

Memo

E

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

SAN DIEGO COUNTY WATER AUTHORITY REPRESENTATIVE

Any report will be oral at the time of the Board meeting.

**SUMMARY OF FORMAL BOARD OF DIRECTORS' MEETING
OCTOBER 27, 2022**

1. Monthly Treasurer's Report on Investments and Cash Flow.
The Board noted and filed the Treasurer's report.
2. Establish 2023 Board meeting dates.
The Board approved combining the November and December Board meeting dates to November 16, 2023, and approved the 2023 Board meeting dates calendar.
3. Financial Strategy Work Group's Recommendation to Amend the Permanent Special Agricultural Water Rate (PSAWR) Calculation Methodology.
The Board approved the Financial Strategy Work Group's (FSWG) recommendation to implement, effective January 1, 2023, a bifurcated local supply adjustment to enable PSAWR participating agencies the ability to prescribe how their local supply is allocated under the program.
4. Project Labor Agreement for Water Authority Capital Improvement Program.
The Board approved the proposed Project Labor Agreement (PLA) negotiated by the Water Authority and the San Diego Building Trades Council; and determined that the approved PLA applies to the Capital Improvement Program (CIP) projects as listed in attachment 2 of the board memo.
5. Professional Services Agreement with Mission Resource Conservation District for WaterSmart Field Services.
The Board authorized the General Manager to execute a three-year professional services agreement with Mission Resource Conservation District in an amount not to exceed \$200,000 for administration of the WaterSmart Field Services Program through October 31, 2025, with an option for a two-year extension.
6. Assembly Bill 361 Continued Determination Acknowledging the Governor of the State of California's Proclamation of a State of Emergency and of Remote Teleconference Meetings of the Legislative Bodies of San Diego County Water Authority due to the Emergency Pursuant to Brown Act Provisions.
The Board acknowledged the Governor's proclaimed State of Emergency, and approved continuing remote teleconference meetings of the legislative bodies of San Diego County Water Authority due to the emergency pursuant to Brown Act after reconsidering the circumstances and finding that state or local officials continue to impose or recommend measures to promote social distancing.
7. Notice of Biennial Review of Representatives to the Metropolitan Water District of Southern California.
The Board approved MWD Delegates representatives Lois Fong-Sakai, Marty Miller, Tim Smith, and Gail Goldberg for the next two years.
8. Director Reappointment.
The Board confirmed the reappointment of Consuelo Martinez representing the City of Escondido. Term ending October 18, 2028.

9. Approval of Minutes.

The Board approved the minutes of the Formal Board of Directors' meeting of September 22, 2022.

Memo

F

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS
LEGISLATIVE REPORT

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



NOSSAMAN LLP | Memorandum

TO: Olivenhain Municipal Water District
FROM: Ashley Walker, Senior Policy Advisor, Nossaman LLP
Jennifer Capitulo, Jennifer M. Capitulo and Associates LLC
DATE: November 9, 2022
RE: November 2022 Public Policy Report

State Legislative Update:

Status of the Legislature: Members will be sworn in on December 5, 2022 and the Governor has called a Special Session on that day to address gas price inflation. We don't have the details of the proposal, but we do know that he has indicated the legislation would tax oil companies and provide gas rebates to Californians. Members will be able to introduce bills that day as well. The new 2023-24 Legislative session will begin on January 4, 2023. The legislative calendar has been released and can be found [here](#).

Governor's Actions and Executive Orders: The following actions have been taken by the Governor since the last legislative report. This list is compiled from CalOES, California Health and Human Services, California Department of Public Health, and FEMA. We are happy to provide the details of any item listed below, should OMWD desire.

- October 27 – In a major test for the Earthquake Early Warning System, 2.2 million Californians received emergency notifications up to 19 seconds before shaking started. Approximately 2.1 million Android users received notifications because the technology is built-in, while 95,000 MyShakeApp users also received a notification. This is earthquake system, is a first-in-the-nation, creating life-saving seconds before the 5.1 magnitude earthquake on Tuesday, October 25.
- October 26 – In continuing its aggressive crackdown against illegal cannabis operators threatening the environment, communities, public health, and the legal market, the Unified Cannabis Enforcement Taskforce (UCETF) took actions earlier this week to shut down unlicensed indoor cultivations in large in San Fernando Valley. This is the second major operation co-led by the Department of Cannabis Control (DCC), California Department of Fish and Wildlife (CDFW), and the California Governor's Office of Emergency Services (Cal OES).
- October 26 – Governor Gavin Newsom requested Presidential Major Disaster Declaration to support communities recovering from recent wildfires driven by Extreme Heat Wave. This request includes support for six impacted counties (Siskiyou, Riverside, El Dorado, Placer, Madera, and Modoc), including residents of the historically significant Black community of Lincoln Heights which was destroyed by the Mill Fire.
- October 17 - Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023, charting the path to phasing out one of the most effective and necessary tools that California has used to combat COVID-19. This timeline gives the health care system needed flexibility to handle any potential surge that may occur after the holidays in January and February, in addition to providing state and local partners the time needed to prepare for this phase out and set themselves up for success afterwards.
- October 13 - Governor Newsom Invests \$1.2 Billion in California's Supply Chain to Support the State's Ports and Freight Corridors. State Begins Construction on 10,000-mile Broadband Network to Bring High-

Speed Internet Service to All Californians. Governor Newsom's Cannabis Enforcement Task Force Eradicates Over \$15 Million Worth of Illegal Cannabis.

- October 10 - Governor Gavin Newsom issued a proclamation declaring October 10, 2022, as "Indigenous Peoples' Day" in the State of California.

Meeting with the Governor's Office: The Governor released "*California's Water Supply Strategy, Adapting to a Hotter, Drier Future*" on August 11. Nossaman is working with the Governor's regional San Diego staff to set up a tour and meeting of OMWD to discuss this Strategy, legislative and budget priorities, and our capital projects that are in need of funding. We continue to work with OMWD on ways to best leverage these new policy and funding proposals.

Legislation: No legislation in November.

Legislative Guidelines 2023: Nossaman is working with staff to update the Legislative Guidelines document for 2023. The document will include legislative actions and a review of 2022, as well as anticipated policy issues for the upcoming year.

State Regulatory Update

Drought Update: Despite some recent rainfall in southern California, the October 20 U.S. Drought Monitor report classifies 99.77 percent of the state in Moderate (D1) to Exceptional (D4) Drought, including 24.34 percent of the state in Extreme Drought and 16.57 percent in Exceptional Drought.

The State Water Resources Control Board (State Water Board) reports that average monthly residential water use for August was down 10.5 percent compared to August 2020. The State Water Board staff stated during the October 18 meeting that preliminary reporting indicates statewide water use for September is down 11 percent. Water use is now tracking below 2016 levels in most parts of the state, except for the Colorado River and Central Coast hydrologic regions. Cumulative water use through August is now down 4 percent statewide from 2020 levels.

Statewide, 94 urban water suppliers reported greater than 15 percent reduction in water use in August, compared to August 2020.

State Water Board Update:

Water Loss Performance Standards Regulation Adopted – On October 19 the State Water Board approved the final version of the Water Loss regulations. Staff responded to comments by making a few non-substantive changes to the regulation text. Water Loss Coalition representatives each provided comments generally in support of the regulation but raised continued concerns about how multiple-district suppliers should be provided with flexibility in how targets are set to take into consideration the most cost-effective means to reduce water loss. The Board discussed this and other clarification requests and determined to adopt the regulation without further amendments, but with a new resolution that staff should report to the Board on cost effectiveness and implementation matters by 2028. The water loss regulations will be effective as soon as they are approved by the Office of Administrative Law in coming weeks.

Department Of Water Resources Update:

Water Use Standards Recommendations Submitted – On September 28 DWR submitted a memorandum to the State Water Board describing their recommendations for long-term water use standards associated with outdoor residential water use, Commercial, Industrial, and Institutional (CII) outdoor irrigation with dedicated

irrigation meters (DIMs), CII best practices reporting procedures, residential outdoor landscape standards, and variance recommendations. A technical report that provides supporting details will be submitted in coming weeks. Most of the recommendations had been vetted through a robust technical committee process that involved input from stakeholders and technical evaluations conducted over several years. However, water suppliers remain concerned about the cumulative effect of these standards (or more stringent standards that may result from the State Water Board rulemaking process) on how the long-term conservation targets are set for urban retail water suppliers.

Other Update:

California Air Resources Board

Advanced Clean Fleets Regulation Public Fleet Requirements – On October 17 ACWA submitted comments to the California Air Resources Board (CARB) on its Draft Regulatory Language for the Advanced Clean Fleets Regulation Public Fleet Requirements. This proposed regulation is intended to fundamentally change the make-up and operations of State and local government fleets through replacement of existing internal combustion engines (ICE) vehicles with Zero Emission Vehicles (ZEVs), and Near-Zero Emission Vehicles (NZEVs). ACWA's comments express concerns about potential degradation of service levels to the detriment of customers and communities due to anticipated vehicle inventory shortages, inadequate charging station infrastructure, inadequate power supply availability during peak demand periods, limited range, and slow charging capability of public utility fleets (especially when responding to emergencies), and an unreasonably compressed timeframe for implementation. The comment letter is attached.

Memo

G, H

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

TWELVE MONTH CALENDAR / OTHER MEETINGS /

REPORTS / BOARD COMMENTS

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 11/2/22)

Date(s)	Event	Time	Location	Attending Board Member(s)	Additional Information (Speakers' Topic, Cohosts, etc.)
<u>OCTOBER 2022</u>					
20-Oct	Board Meeting Debrief			Watt	
20-Oct	Meeting the the General Manager			Guerin	
21-Oct	San Diego AgTech Startup Hackathon	3:00 PM - 5:00 PM	The Synergy CoWorking Centre 140 North Escondido Blvd.	Meyers	
24-Oct	Recycled Water Briefing			Meyers	
26-Oct	Safety Committee Meeting	2:30 PM		Meyers	
<u>NOVEMBER 2022</u>					
3-Nov	Vip Tour	8:30 AM		Meyers, Watt	
9-Nov	Finance Committee Meeting	10:30 AM		Watt	
10-Nov	APWA Luncheon	11:30 AM	Mission Valley Hilton	Watt	
12-Nov	EFRR Docent Appreciation BBQ	3:30-5:30 PM	Escondido, CA		

Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: INFORMATIONAL REPORTS

CORRESPONDENCE

Any correspondence is attached.

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.

October 19, 2022

E. Joaquin Esquivel, Chair
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

via email: commentletters@waterboards.ca.gov

Subject: Proposed Water Loss Performance Standards – Revised Regulation

Dear Chair Esquivel,

Olivenhain Municipal Water District appreciates this opportunity to submit written comments to the State Water Resources Control Board on the revised regulations and proposed water loss performance standards. OMWD provides 87,000 customers in northern San Diego County with water, wastewater, recycled water, hydroelectric, and recreational services.

In addition to the concerns in our comment letters dated October 25, 2019 and June 9, 2020, OMWD offers the following comment on the recently proposed framework released on October 14, 2022:

1. The proposed regulation text reduced the apparent loss buffer (“allowed variation”) from 5 gpcd to 2 gpcd. This seems arbitrary and should be peer-reviewed as required by California Health and Safety Code Section 57004. Either 5 gpcd or the data set coefficient of variation for either real losses or apparent losses, whichever is larger, should be applied. Water loss audit data, including both real and apparent loss calculations, are subject to variation as they are a function of each other (real loss is total estimated loss minus estimated apparent loss) and are based on system data that is continually being refined and improved. The purpose of the buffer is to provide a compliance range recognizing the annual variability of water loss data. We believe the original 5 gpcd buffer was appropriate and consistent with the real loss buffer, and request that it is reverted to the original amount.
2. Thank you for amending the leak registry requirement for urban retail water suppliers that exceed their real water loss standard only, from annual submittals beginning for 2023, to data containing the latest 3 years, beginning with data for 2025, 2026, and 2027 due by January 1, 2029. This approach mirrors the apparent loss reporting trigger and reduces unnecessary supplier reporting requirements.



Thank you for your careful consideration of input from retail agencies during the development of the new standard. Should you have any questions or need additional information, please feel free to contact me at 760-753-6466 or kthorner@olivenhain.com.

Sincerely,



Kimberly A. Thorner
General Manager

CC: Ashley Walker, Nossaman, LLP (awalker@nossaman.com)



October 18, 2022

Mr. Larry Watt
Board President
Olivenhain Municipal Water District
1966 Olivenhain Road
Encinitas, California 92024-5699

Re: No Paid Workers' Compensation Claims in 2021-22

Dear Mr. Watt,

This letter is to formally acknowledge the dedicated efforts of the Olivenhain Municipal Water District's Governing Body, management and staff towards proactive loss prevention and workplace safety. Your agency's efforts have resulted in no "paid" workers' compensation claims for program year 2021-22. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during the prior program year. This is a great accomplishment!

In addition to this annual recognition, members with no "paid" claims during 2021-22 earned one credit incentive point (CIP) thereby reducing their annual contribution amount. Also, members without claims receive a lower "experience modification factor" (EMOD), which also reduces their annual contribution amount.

As SDRMA is dedicated to serving its members and preventing claims, we would appreciate your agency taking a moment and sharing with us what made your District successful in preventing work-related injuries. Our goal is to incorporate your successful ideas and suggestions into our loss prevention programs to benefit all members of SDRMA. Please forward any ideas or suggestions to us at memberplus@sdrma.org.

On behalf of the SDRMA Board of Directors and staff, it is my privilege to congratulate the Governing Body, management, and staff for their commitment to proactive loss prevention and safety in the workplace.

Sincerely,
Special District Risk Management Authority



Mike Scheafer, President
Board of Directors



TERRA LAWSON-REMER

SUPERVISOR, THIRD DISTRICT
San Diego County Board of Supervisors

October 19, 2022

Lawrence Watt
Olivenhain Municipal Water District
1966 Olivenhain Road
Encinitas CA 92024

Dear Lawrence,

As the San Diego County Supervisor for District 3, I am reaching out to thank you for your service to our community and your leadership in the Olivenhain Municipal Water District. Your work is critical to our region, and I know it takes a village. Thank you for stepping forward to give back.

I am proud that the County of San Diego Board of Supervisors approved \$25000 in Fiscal Year 2021-2022 to support the vital work of Olivenhain Municipal Water District.

It is by partnering with community-led efforts like yours that we can make a genuine, transformative impact in tackling homelessness and housing affordability, supporting our youth, protecting our coastlines and natural habitats and environment, supporting arts and culture, developing our local workforce and economy, expanding access to mental and behavioral health services, helping small businesses and workers to flourish, building community and improving services for everyone, and so much more. Your work is making an important difference.

As a third-generation San Diegan, I am honored to serve our community. In the coming months we will hold Neighborhood Meet & Greets all across District 3, so it would be great to see you there. Feel free to reach-out if there is ever anything my office can do to support your work. You can contact my team at 619-531-5533 or email me at terra.lawson-remersdcounty.ca.gov.

In service,

A handwritten signature in black ink, appearing to read "Terra Lawson-Remer".

Terra Lawson-Remer
County Supervisor, District 3

Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: AUTHORIZATION TO ATTEND UPCOMING MEETINGS /
CONFERENCES / SEMINARS

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

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

There may be public comments before the Board meeting is adjourned.

Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: CLOSED SESSION

It may be necessary to go into Closed Session.

Memo

To: Olivenhain Municipal Water District Board of Directors

Subject: ADJOURNMENT

We are adjourned.

Water Recycling Projects Expanding in San Diego County

waternewsnetwork.com/water-recycling-projects-expanding-in-san-diego-county/

Gayle Falkenthal

October 25, 2022



A proactive approach to developing diversified water sources, including water recycling projects and conservation efforts, are helping the San Diego region weather the current drought.

The Olivenhain Municipal Water District is working on multiple projects to expand the use of recycled water. The U.S. Bureau of Reclamation awarded the North San Diego Water Reuse Coalition, led by OMWD, \$17.8 million in August for the development of recycled water infrastructure in North County.

Combined with the \$6.1 million the federal agency granted to the coalition in 2021, up to \$23.9 million will help cover costs for work performed on water reclamation and reuse projects through 2025. The coalition consists of nine water and wastewater agencies coordinating recycled water efforts across jurisdictional boundaries.

“Our board is proud to be a water district that consistently innovates to reduce project costs,” said OMWD Board Director Neal Meyers. “We constantly develop new funding partnerships, and we aggressively pursue grant funds to help build our vital infrastructure projects at the lowest possible cost to our ratepayers.”



Recent construction of advanced water treatment facilities at the San Elijo Water Reclamation Facility allows for increased recycled water production. Photo: Olivenhain Municipal Water District

Regional Recycled Water Project

The Regional Recycled Water Project will increase the capacity and connectivity of the recycled water storage and distribution systems of the coalition members and maximize reuse of available wastewater supplies.

To do this, the project will replace potable water uses with recycled water components, convert facilities to recycled water service, connect discrete recycled water systems to one another, increase recycled water storage capacity, and distribute recycled water to effectively meet recycled water demands.

Maximizing water reuse, increasing local supply

Project objectives include optimizing available wastewater resources to help offset demands for imported potable water; proactively planning for facilities to meet demands for existing and planned growth in member service areas; combining resources and working together to maximize water reuse; and increasing water supply availability, reliability, and sustainability.

When all long-term project elements are completed, North San Diego County will gain approximately 41 million gallons per day of recycled water and potable reuse water.

Manchester Avenue project underway in Encinitas



Once complete, the Manchester Avenue Recycled Water Project will reduce demand for imported potable water by more than 10 million gallons every year. Photo: Olivenhain Municipal Water District

Work began on OMWD's Manchester Avenue Recycled Water Project in summer of 2022. As of October 1, more than half of the total 6,884 feet of recycled water pipeline has been installed. Once complete, irrigation customers connecting to the pipeline will reduce demand for imported potable water by more than 10 million gallons every year.



Watch Video At: <https://youtu.be/pq8t5X6QBTU>

(Editor's note: The Olivenhain Municipal Water District is one of the San Diego County Water Authority's 24 member agencies that deliver water across the metropolitan San Diego region.)



CSDA

San Diego Chapter News

California Special Districts Association

Fall 2022

Welcome to CSDA San Diego's newly formatted, email-friendly quarterly newsletter. With this new format and by eliminating attachments, we hope to produce newsletters that reduce the risk of cybersecurity issues and to modernize the newsletter for current technology. We are working to make the newsletter mobile friendly, but there may be limited functionality and flexibility. The newsletter is viewed best if you are using the native smartphone email app. Moving forward, we will continue to explore features that can be enhanced. Please provide feedback to totero@otaywater.gov. Thanks and enjoy!

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Important Dates

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Board of Directors

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Remembering Robert F. Topolovac
March 24, 1940 -- October 7, 2022



Director Robert F. Topolovac, who had served on Olivenhain Municipal Water District's board since August 19, 1999, passed away on October 7, 2022. He was 82 and a member of the OMWD family for more than 23 years. Mr. Topolovac's leadership, experience, and dedication to community service was instrumental in guiding OMWD through unprecedented challenges, including historic drought periods, the COVID-19 pandemic and resulting budget shortfalls, and ever-increasing regulatory hurdles on water quality and supplies. Mr. Topolovac was not only a tireless champion of responsible government, but he also remains one of the most beloved board members for OMWD employees, consistently supportive of their hard work and dedication to district ratepayers. Everyone who knew Bob loved him and he will be missed. RIP Bob!