(Meeting to be held Via Teleconference Pursuant to State of California Executive Order N-29-20)

Telephone number for members of the public to observe, listen, and address the meeting telephonically:
Phone Number: 978-990-5000, Access Code 401324

PLEASE NOTE: Due to the Coronavirus disease (COVID-19) public health emergency, including but not limited to the order by the State of California public health officials for anyone living in the state to stay home, the County of San Diego health order which prevents public gatherings, and in compliance with State Executive Order N-29-20, in-person participation at the Board meeting will not be allowed.

AGENDA

A. Opening of Meeting

A.1. Call to Order and Pledge of Allegiance

A.2. Consideration of Non-Agenda Items Which Arose Subsequent to the Posting of the Agenda

A.3. Adoption of Agenda for Meeting of July 14, 2020

A.4. Opportunity for Members of the Public to Address the Board on any Subject within its Jurisdiction but not on the Agenda

A.5. Announcements and/or Informational Reports from Board and/or Staff

A.5.a. General Manager's Report

A.5.b. Committee Reports

A.5.c. Staff Reports

A.5.c.-1. Presentation of a News Release Concerning the North County Water Agencies Annual Water Awareness Poster Contest and Presenting Awards to 4th Grade Student Winners

Recommendation: Present awards to the winning Fourth Grade Students.

B. Ministerial Items

B.1. Consent Calendar

(All matters on the consent calendar are to be approved by one motion unless a Board Member requests separate action on a specific item)
B.1.a. Adoption of the Regular Board Meeting Minutes for June 9, 2020

Recommendation: To adopt the Minutes for June 9, 2020.


Recommendation: No staff recommendation.

B.1.c. Adoption of a Resolution to Collect Delinquent Water Charges by Placement on the San Diego County Property Tax Rolls

Recommendation: Staff respectfully recommends that the Board adopt a Resolution to collect delinquent water charges by placing them on the San Diego County property tax rolls.

B.1.d. Authorization for the General Manager to Award a Contract for Construction of the Wellfield Park Disc Golf Course, Horseshoe Pits, Scoreboards, and Soccer Fields Project

Recommendation: Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the Wellfield Park – Disc Golf Course, Horseshoe Pits, Scoreboards, and Soccer Fields Project to Western Rim Constructors, Inc.

B.1.e. Consideration Regarding and Authorization for the General Manager to Sign Amendment #1 to the Existing Fire Prevention Services Collaboration Agreement with the County of San Diego That Will Add a Three-Month Extension to the Agreement

Recommendation: Staff respectfully recommends that the Board of Directors authorize the General Manager to sign Amendment #1 to the Agreement which authorizes a three-month extension with no change to the scope of services offered and no increase in costs from the quarterly FY2019/20 costs.

B.1.f. Authorization for the General Manager to Award a Contract for Construction of the Mount Woodson Reservoir Outlet Pipe Repair Project

Recommendation: Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the Mount Woodson Reservoir Outlet Pipe Repair Project to Cass Construction Inc. dba Cass Arrieta.

C. Public Hearing/Bid Openings

D. Agenda Items which Anticipate Possible Input from Members of the Public
   (This space on the agenda is reserved in the event a member of the public is scheduled to address the Board)

E. Agenda Items which Anticipate Possible Input from Other Agencies/Consultants
   (This space on the agenda is reserved in the event another agency/consultant is scheduled to address the Board)

F. Agenda Items which Anticipate Possible Input from Staff
F.1. Discussion and Possible Action to Adopt an Ordinance to Continue Sewer Availability Charges for Property in the San Vicente Sewer Service Area for Fiscal Year 2020-21

Recommendation: Staff respectfully recommends that the Board adopt an Ordinance to continue sewer availability charges for property in the San Vicente Sewer Service Area for fiscal year 2020-21.

F.2. Discussion and Possible Action to Adopt a Resolution to Continue Participation in the County of San Diego Fire Mitigation Fee Program

Recommendation: Staff respectfully recommends that the Board adopt the attached Resolution to continue RMWD's participation in the Fire Mitigation Fee Program.

F.3. Discussion and Possible Action to Approve Annexation of Property with Assessor Parcel Number 284-222-24-00 into the Santa Maria Sewer Service Area

Recommendation: Staff respectfully recommends that the Board authorize annexation of APN 284-222-24-00 into the SMSSA and adopt the proposed Resolution of annexation.

F.4. Discussion and Possible Action to Approve Annexation of Properties with Assessor Parcel Numbers 282-160-42-00 and 282-170-02-00 into the Santa Maria Sewer Service Area

Recommendation: Staff respectfully recommends that the Board authorize annexation of APNs 282-160-42-00 and 282-170-02-00 into the SMSSA and adopt the proposed Resolution of annexation.

F.5. Discussion and Possible Action Related to the District’s Untreated Water System Implementation Plan – Phase 4

Recommendation: Staff respectfully recommends and requests that the Board authorize the General Manager to implement Phase 4 of the defined implementation plan.

G. Closed Session – NOT OPEN TO THE PUBLIC

G.1. Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code section 54956.9(d)(1)-(1 case)
Case No. 37-2019-00036007-CU-EI-CTL

H. Remaining Agenda Items

H.1. Directors’ Reports of Reimbursed Meetings

Pursuant to Legislative Code Section 2.08.140, members of the Board who receive reimbursement from the District for their actual and necessary expenses for attending meetings outside the District shall either prepare a written report to be submitted at the next subsequent Board meeting or make a verbal report during the next regular Board meeting. The report shall detail the information that may be of benefit to the District that was presented at the meeting.

I. Closing Agenda Items
I.1.   Date and Time for the Next Regular Meeting

August 11, 2020 - 2:00 p.m.

Adjourn

Ramona Municipal Water District in complying with the Americans with Disabilities Act (ADA) and State of California Executive Order N-29-20, requests individuals who require specific accommodations to access or participate in the Board Meeting, due to a disability, to please contact the Administrative Services Department at least one business day prior to the scheduled meeting to ensure that the District may assist you.
Telephone: (760) 789-1330; T.D.D.: (760) 789-9497.
Email: email@rmwd.org

NOTE: ANY ITEM APPEARING ON THIS AGENDA MAY BE DISCUSSED AND ACTION MAY BE TAKEN AT THE DISCRETION OF THE BOARD OF DIRECTORS

The Agenda was posted at least 72 hours before the meeting in a location freely accessible to the public. Agenda item memorandums or documents prepared for the Board of Directors are available for public review online at rmwd.org and at the RMWD office, 105 Earlham Street, Ramona, California during normal business hours, Monday through Friday 7:30 a.m. to 4:00 p.m. The Agenda is also posted at Ramona Community Center, 434 Aqua Lane, Ramona, California. Additions to the Agenda may be made in accordance with Section 54954.2 of the California Government Code.
**Purpose**
To present the attached news release highlighting the results of Ramona entries in the annual 2020 North County Water Agencies Poster Contest and present the winning student artwork.

**Background**
Participation in the North County Water Agencies (NCWA) Annual Water Awareness Poster Contest provides the District an opportunity to participate in an educational event for fourth grade students, reportable in our 5-Year Urban Water Management Plan for the Department of Water Resources. The District has participated annually since 2001 with minimal expense to the water conservation budget.

Fourth grade classes throughout the District were invited to participate in the 29th annual NCWA Water Awareness Poster Contest. The theme for this year’s contest was “Love Water, Save Water.” Three posters from Ramona students have been selected as contest finalists. Participating students used their imagination to illustrate how to “Love Water, Save Water” by showing ways to love or save water at home or school, ways to love saving water so there’s enough for all living things, imaginative new ways others may love to save or recycle water for the future, ways to prevent water pollution, or show how our ancestors may have loved to save water.

**Discussion**
The District received a number of entries from several different schools. The winning students to receive awards are: First Place: Kaydee Jimenez, Mrs. Barlow’s Class, Hanson Elementary School; Second Place: Jacqueline Mendoza, Mrs. Barlow’s Class, Hanson Elementary School; and Third Place: Scarlett Mason, Mrs. Hicks’ Class, Mountain Valley Academy. The news release and winning posters are attached for the Board’s review.
All three Ramona posters will be included in the annual NCWA 2021 calendar. The 1st place poster will be featured to represent Ramona as a full page for one of the twelve months.

**Fiscal Impact**
The estimated expenditures for this year's contest are less than $900.

**Recommendation**
Present awards to the winning Fourth Grade Students.

Prepared by: Tim Clement, Administrative Services Manager

Submitted by: David Barnum, General Manager

**ATTACHMENTS:**
Attachment 1 Press Release A.5.c.-1. Page 3
Attachment 2 Winning Posters A.5.c.-1. Page 4-6
NEWS RELEASE

July 14, 2020

FOR IMMEDIATE RELEASE

Contact: Tim Clement
Administrative Services Manager
Phone: 760-789-1330

NORTH COUNTY WATER AGENCIES ANNUAL WATER AWARENESS POSTER CONTEST

Ramona - Water conservation is a way of life in Southern California. As the cost of water and energy continue to rise, it becomes increasingly important to make every drop of water count. As a member of the North County Water Agencies (NCWA), the Ramona Municipal Water District encourages using water wisely through public education and environmental awareness. Increasing the knowledge of school children is vital to our future. Their appreciation of the role water plays in sustaining life is critical to creating good water conservation habits today.

Fourth grade classes throughout the District were invited to participate in the 29th annual NCWA Water Awareness Poster Contest. The theme for this year’s contest was “Love Water, Save Water.” Three posters from Ramona students have been selected as contest finalists. Participating students used their imagination to illustrate how to “Love Water, Save Water” by showing ways to love or save water at home or school, ways to love saving water so there’s enough for all living things, imaginative new ways others may love to save or recycle water for the future, ways to prevent water pollution, or show how our ancestors may have loved to save water.

All three Ramona posters will be included in the annual NCWA 2021 calendar. The 1st place poster will be featured to represent Ramona as a full page for one of the twelve months. The posters selected are:

1st Place Poster
Kaydee Jimenez
Mrs. Barlow’s class
Hanson Elementary School

2nd Place Poster
Jacqueline Mendoza
Mrs. Barlow’s class
Hanson Elementary School

3rd Place Poster
Scarlett Mason
Mrs. Hicks’ class
Mountain Valley Academy

The students’ artwork depicts their awareness of water as our most precious natural resource. Although only the top three posters are showcased in the annual calendar, every participating fourth grader comes away a winner by having a greater appreciation of water, a limited resource essential to life. The District extends a special “thank you” to the teachers and parents who encouraged their students to participate in this water awareness activity.
Save water. Save nature.
TOP OF YOUR ARTWORK - Don't forget to check your spelling!

BOTTOM OF YOUR ARTWORK - PLEASE KEEP ALL LINES AND COLORS INSIDE OF THE BOX
TOP OF YOUR ARTWORK - Don't forget to check your spelling!

THIRD PLACE

Scarlett Mason

BOTTOM OF YOUR ARTWORK - PLEASE KEEP ALL LINES AND COLORS INSIDE OF THE BOX
MINUTES FOR THE MEETING
OF THE BOARD OF DIRECTORS
OF THE RAMONA MUNICIPAL WATER DISTRICT
June 9, 2020

Meeting held Via Teleconference
Pursuant to State of California Executive Order N-29-20

PRESENT
Jim Robinson  President
Bryan Wadlington Vice President
Thomas Ace Treasurer
Jeff Lawler Secretary
Jim Hickle Director

A. Opening of Meeting

A.1. Call to Order and Pledge of Allegiance

The Regular Meeting of the Board of Directors of the Ramona Municipal Water District was called to
order by President Robinson at 2:00 p.m. via Teleconference Pursuant to State of California Executive
Order N-29-20.

President Robinson led the Board and members of the public in the Pledge of Allegiance.

Roll Call.

Legal Counsel Announcement.

A.2. Consideration of Non-Agenda Items Which Arose Subsequent to the Posting of
the Agenda

None.

A.3. Adoption of Agenda for Meeting of June 9, 2020

MOTION TO ADOPT THE AGENDA FOR JUNE 9, 2020 (Hickle/Wadlington)

AYES:  Ace, Hickle, Lawler, Robinson, Wadlington
NOES:  None
ABSTAIN: None
ABSENT: None

A.4. Opportunity for Members of the Public to Address the Board on any Subject
within its Jurisdiction but not on the Agenda

Gary Hurst spoke to the Board concerning sewer and water costs.

A.5. Announcements and/or Informational Reports from Board and/or Staff

President Robinson gave a brief update on the 2020 Ramona Junior Fair. He reported that the
organizers are currently determining the details and may call upon the RMWD for assistance.
A.5.a. General Manager’s Report

General Manager Barnum provided a report of the District’s current operating capacity and reported out that all departments are running at full capacity and providing essential services, as well as complying with state and local requirements. He thanked the Board of Directors for their patience with attending meetings remotely, and thanked staff for their service to the community. An update of the San Vicente Sprayfields was given with a completion timeline of July 2020. The sale of 955 Main Street was announced. The building was formerly owned by RMWD and sold recently to the American Red Cross.

A.5.b. Committee Reports

None.

A.5.c.- Staff Reports

None.

B. Ministerial Items

B.1. Consent Calendar

(All matters on the consent calendar are to be approved by one motion unless a Board Member requests separate action on a specific item)

B.1.a. Adoption of the Regular Board Meeting Minutes for April 14, 2020

Recommendation: To adopt the Minutes for April 14, 2020.


Recommendation: No staff recommendation.

B.1.c. Acceptance of Monthly Financial Reports – April 2020

Recommendation: No staff recommendation.

M/S/C MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED (Ace/Hickle)

AYES: Ace, Hickle, Lawler, Robinson, Wadlington
NOES: None
ABSTAIN: None
ABSENT: None

Upon completion of Board approval of the consent calendar, a member of the public, Gary Hurst, requested to speak on the items B.1.b and B.1.c. The speaker posed a question of the timing of the public comment and Legal Counsel explained that the Board could reconsider their vote, if appropriate after his comment. Mr. Hurst addressed the Board.

C. Public Hearing/Bid Openings
D. Agenda Items which Anticipate Possible Input from Members of the Public
   (This space on the agenda is reserved in the event a member of the public is scheduled to
   address the Board)

E. Agenda Items which Anticipate Possible Input from Other Agencies/Consultants
   (This space on the agenda is reserved in the event another agency/consultant is scheduled to
   address the Board)

F. Agenda Items which Anticipate Possible Input from Staff

   Gary Hurst spoke to the Board concerning water and sewer rates.

   F.1. Discussion and Possible Action on a Resolution to Adopt the RMWD Budget for
   Fiscal Years 2020-2022 Which Includes the Implementation of Previously
   Approved Water and Sewer Rates

   Recommendation: Staff respectfully recommends that the Board of Directors approve a
   Resolution to adopt the FY 2020-22 two-year budget which includes the implementation
   of water and sewer rates not-to-exceed those previously approved following lawful
   Proposition 218 public protest hearings.

   General Manager Barnum introduced the item and Craig Schmollinger, Chief Financial Officer,
   provided a comprehensive budget presentation. Board discussion followed.

   M/S/C MOTION TO APPROVE THE RESOLUTION TO ADOPT THE RMWD BUDGET FOR
   FISCAL YEARS 2020-2022 INCLUDING THE IMPLEMENTATION OF PREVIOUSLY
   APPROVED WATER AND SEWER RATES  (Ace/Wadlington)

   AYES: Ace, Robinson, Wadlington
   NOES: Hickle, Lawler
   ABSTAIN: None
   ABSENT: None

G. Remaining Agenda Items

G.1. Directors’ Reports of Reimbursed Meetings
   Pursuant to Legislative Code Section 2.08.140, members of the Board who receive reimbursement from the District for
   their actual and necessary expenses for attending meetings outside the District shall either prepare a written report to be
   submitted at the next subsequent Board meeting or make a verbal report during the next regular Board meeting. The
   report shall detail the information that may be of benefit to the District that was presented at the meeting.

   None reported.

H. Closing Agenda Items

   H.1. Date and Time for the Next Regular Meeting

   July 14, 2020 - 2:00 p.m.

   President Robinson adjourned the meeting at 3:29 p.m.

Adjourn
RE: ACCEPTANCE OF MONTHLY FINANCIAL REPORTS – MAY 2020

Members of the Board:

**Purpose**
To present monthly financial reports for the month of May 2020.

**Background**
Accounts with May financial activity are closed during the month of June and submitted to the Board in July.

**Discussion**
The monthly reports for May are submitted.

**Fiscal Impact**
None.

**Recommendation**
No staff recommendation.

Prepared by: Craig Schmollinger, Chief Financial Officer
Submitted by: David Barnum, General Manager

**ATTACHMENTS:**
Attachment 1 May Financials
## RAMONA MUNICIPAL WATER DISTRICT

### UNAUDITED STATEMENT OF OPERATING DEPARTMENTS

FOR MAY 2020 AND THE ELEVENTH MONTH ENDING MAY 31, 2020

| FUND 01 - WATER | MONTH OF | Y TO D | Y TO D | Y TO D | VARIANCE |
| | | May | May-20 | May-19 | BUDGET | FAV (UNFAV) |
| | REVENUES | 1,365,985 | 15,507,014 | 15,419,727 | 16,736,720 | (1,229,706) |
| | EXPENDITURES | (1,375,820) | (12,058,610) | (12,211,000) | (14,689,017) | 2,630,406 |
| | TRANSFER TO CAPITAL/GENERAL FUND | (257,961) | (2,693,552) | (4,137,194) | (2,957,351) | 283,799 |
| | NET RESULT OF OPERATION-FAV(UNFAV) | (267,796) | 754,851 | (926,467) | (909,648) | 1,664,499 |

| FUND 02 - FIRE | MONTH OF | Y TO D | Y TO D | Y TO D | VARIANCE |
| | | May | May-20 | May-19 | BUDGET | FAV (UNFAV) |
| | REVENUES | 438,460 | 5,528,059 | 5,382,798 | 5,470,561 | 57,498 |
| | EXPENDITURES | (578,174) | (6,544,905) | (6,272,344) | (6,461,597) | (83,308) |
| | TRANSFER TO CAPITAL/GENERAL FUND | 0 | 0 | 0 | 0 | 0 |
| | NET RESULT OF OPERATION-FAV(UNFAV) | (139,715) | (1,016,846) | (889,548) | (991,036) | (25,810) |

| FUND 03 - PARKS | MONTH OF | Y TO D | Y TO D | Y TO D | VARIANCE |
| | | May | May-20 | May-19 | BUDGET | FAV (UNFAV) |
| | REVENUES | 11,900 | 133,898 | 122,135 | 130,900 | 2,998 |
| | EXPENDITURES | 0 | (107,100) | (97,500) | (130,900) | 23,800 |
| | TRANSFER TO CAPITAL/GENERAL FUND | 0 | 0 | 0 | 0 | 0 |
| | NET RESULT OF OPERATION-FAV(UNFAV) | 11,900 | 26,798 | 24,635 | 0 | 26,798 |

| FUND 04 - SAN VICENTE SANITATION | MONTH OF | Y TO D | Y TO D | Y TO D | VARIANCE |
| | | May | May-20 | May-19 | BUDGET | FAV (UNFAV) |
| | REVENUES | 206,689 | 2,807,587 | 2,623,994 | 3,056,790 | (189,203) |
| | EXPENDITURES | (134,677) | (1,462,600) | (1,467,919) | (1,865,741) | 180,140 |
| | TRANSFER TO CAPITAL/GENERAL FUND | (63,154) | (1,525,829) | (1,048,953) | (1,590,578) | 64,756 |
| | NET RESULT OF OPERATION-FAV(UNFAV) | 68,858 | (120,833) | 307,122 | (164,526) | 63,694 |

| FUND 05 - SANTA MARIA SANITATION | MONTH OF | Y TO D | Y TO D | Y TO D | VARIANCE |
| | | May | May-20 | May-19 | BUDGET | FAV (UNFAV) |
| | REVENUES | 326,829 | 3,788,859 | 3,726,592 | 3,689,976 | 98,884 |
| | EXPENDITURES | (165,474) | (1,647,037) | (1,566,932) | (1,760,484) | 133,446 |
| | TRANSFER TO CAPITAL/GENERAL FUND | (86,859) | (2,154,412) | (3,548,953) | (2,243,291) | 88,879 |
| | NET RESULT OF OPERATION-FAV(UNFAV) | 74,596 | (12,590) | (1,379,293) | (333,799) | 321,209 |

| FUND 06 - GENERAL | MONTH OF | Y TO D | Y TO D | Y TO D | VARIANCE |
| | | May | May-20 | May-19 | BUDGET | FAV (UNFAV) |
| | REVENUES | 22,803 | 455,766 | 453,681 | 412,500 | 43,266 |
| | TRANSFER FROM OPERATING FUNDS | 407,974 | 3,073,784 | 3,013,834 | 3,491,218 | (417,434) |
| | TOTAL REVENUES/TRANSFERS | 430,777 | 3,529,550 | 3,467,815 | 3,903,718 | (374,168) |
| | EXPENDITURES | BOARD OF DIRECTORS | (9,922) | (149,213) | (166,375) | (309,925) | 160,712 |
| | | GENERAL MANAGER | (46,841) | (402,788) | (383,836) | (379,938) | (22,850) |
| | | ENGINEERING | (40,141) | (420,571) | (418,285) | (518,870) | 98,299 |
| | | FINANCE | (129,462) | (1,057,146) | (1,007,743) | (1,196,204) | 139,058 |
| | | HUMAN RESOURCES | (191,185) | (1,163,123) | (1,163,123) | (1,350,801) | 187,478 |
| | | TOTAL EXPENDITURES | (417,354) | (3,212,842) | (3,139,368) | (3,765,538) | 542,696 |
| | NET RESULT OF OPERATION-FAV(UNFAV) | 13,422 | 316,708 | 328,447 | 148,179 | 168,529 |

### SUMMARY - ALL OPERATING FUNDS

| MONTH OF | Y TO D | Y TO D | Y TO D | VARIANCE |
| | May | May-20 | May-19 | BUDGET | FAV (UNFAV) |
| REVENUES | 2,432,765 | 28,281,183 | 27,929,224 | 29,497,447 | (1,216,264) |
| EXPENDITURES | (2,671,499) | (25,033,095) | (24,745,063) | (28,468,277) | 3,435,182 |
| NET TRANSFERS | 0 | (3,300,000) | (5,721,266) | (3,300,000) | 0 |
| NET RESULT OF OPERATION-FAV(UNFAV) | (238,734) | (51,912) | (2,537,104) | (2,270,830) | 2,218,918 |
# RAMONA MUNICIPAL WATER DISTRICT
## CASH POSITION STATEMENT
### May 31, 2020

<table>
<thead>
<tr>
<th>FUND #</th>
<th>DESCRIPTION</th>
<th>BEGINNING BALANCE</th>
<th>ACTIVITY</th>
<th>ENDING BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Water Fund</td>
<td>$9,884,537.53</td>
<td>($122,000.74)</td>
<td>$9,762,536.79</td>
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<tr>
<td>02</td>
<td>Fire Fund</td>
<td>$2,840,993.21</td>
<td>($1,275,245.76)</td>
<td>$1,565,747.45</td>
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<td>03</td>
<td>Park Fund</td>
<td>$288,946.85</td>
<td>$2,973.45</td>
<td>$291,920.30</td>
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<td>04</td>
<td>Sewer - San Vicente</td>
<td>$3,380,629.03</td>
<td>($146,494.83)</td>
<td>$3,234,134.20</td>
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<td>05</td>
<td>Sewer - Santa Maria</td>
<td>$3,647,236.96</td>
<td>($130,565.55)</td>
<td>$3,516,671.41</td>
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<td>06</td>
<td>General Fund</td>
<td>$3,844,392.20</td>
<td>$22,900.01</td>
<td>$3,867,292.21</td>
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<tr>
<td><strong>Total Operating Funds</strong></td>
<td><strong>$23,886,735.78</strong></td>
<td><strong>($1,648,433.42)</strong></td>
<td><strong>$22,238,302.36</strong></td>
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### DEBT SERVICE FUNDS

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<tr>
<th>FUND #</th>
<th>DESCRIPTION</th>
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<th>ACTIVITY</th>
<th>ENDING BALANCE</th>
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<tr>
<td>51</td>
<td>Water Debt Service</td>
<td>$830,988.72</td>
<td>$9,545.99</td>
<td>$840,534.71</td>
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<tr>
<td><strong>Total Debt Service Funds</strong></td>
<td><strong>$830,988.72</strong></td>
<td><strong>$9,545.99</strong></td>
<td><strong>$840,534.71</strong></td>
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</tr>
</tbody>
</table>

### CAPITAL PROJECTS & EQUIPMENT

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<th>FUND #</th>
<th>DESCRIPTION</th>
<th>BEGINNING BALANCE</th>
<th>ACTIVITY</th>
<th>ENDING BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Cap. Replacement - Energy</td>
<td>$101,489.01</td>
<td>$2,512.10</td>
<td>$104,001.11</td>
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<tr>
<td>11</td>
<td>Cap. Replacement - Water</td>
<td>$3,555,626.27</td>
<td>($702,882.42)</td>
<td>$2,852,743.85</td>
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<td>12</td>
<td>Cap. Improvement - Fire</td>
<td>$280,277.78</td>
<td>($10,361.06)</td>
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<td>14</td>
<td>Cap. Improvement - San Vicente</td>
<td>$548,770.57</td>
<td>($0.01)</td>
<td>$548,770.56</td>
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<tr>
<td>15</td>
<td>Cap. Improvement - Santa Maria</td>
<td>$2,423,273.16</td>
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<td>22</td>
<td>Cap. Replacement - San Vicente</td>
<td>$2,619,102.12</td>
<td>($158,838.49)</td>
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<td>Cap. Improvement - Fire Mitig. Fees</td>
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<td>Cap. Replacement - Santa Maria</td>
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<td>Cap. Improvement - Water</td>
<td>$3,513,491.43</td>
<td>($72,594.71)</td>
<td>$3,440,896.72</td>
</tr>
<tr>
<td><strong>Total Cap Proj &amp; Equip</strong></td>
<td><strong>$23,829,912.23</strong></td>
<td><strong>($977,038.71)</strong></td>
<td><strong>$22,852,873.52</strong></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ALL FUNDS**

<table>
<thead>
<tr>
<th>BEGINNING BALANCE</th>
<th>ACTIVITY</th>
<th>ENDING BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$48,547,636.73</td>
<td>($977,038.71)</td>
<td>$45,931,710.59</td>
</tr>
</tbody>
</table>
### RAMONA MUNICIPAL WATER DISTRICT

#### INVESTMENTS AND BANK ACCOUNTS

**MAY 31, 2020**

<table>
<thead>
<tr>
<th>INVESTMENT</th>
<th>PRIOR MONTH</th>
<th>CHANGE</th>
<th>CURRENT MONTH</th>
<th>AVG** YIELD</th>
<th>INTEREST EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOCAL AGENCY INVESTMENT FUNDS:</strong></td>
<td>$32,526,114</td>
<td>($1)</td>
<td>$32,526,113</td>
<td>2.03%</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL INVESTMENTS</strong></td>
<td>$32,526,114</td>
<td>($1)</td>
<td>$32,526,113</td>
<td>2.03%</td>
<td></td>
</tr>
<tr>
<td><strong>CASH</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GENERAL CHECKING</strong></td>
<td>$16,021,523</td>
<td>($2,615,926)</td>
<td>$13,405,597</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CASH</strong></td>
<td>$16,021,523</td>
<td>($2,615,926)</td>
<td>$13,405,597</td>
<td></td>
<td></td>
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<tr>
<td><strong>TOTAL CASH AND INVESTMENTS</strong></td>
<td>$48,547,637</td>
<td>($2,615,926)</td>
<td>$45,931,711</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All investments are in compliance with the Ramona Municipal Water District Investment Policy.

The current cash flow estimates indicate sufficient liquidity to meet the expenditure needs for the next six months.

** Interest Earned reflects the rolling quarterly interest rate earned.
# Ramona Municipal Water District
## Water Inventory
### May 31, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Acre Feet</th>
<th>Cost/Acre Ft</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lake Ramona</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80.1</td>
<td>$1,050</td>
<td>$84,105.00</td>
<td></td>
</tr>
<tr>
<td>44.1</td>
<td>$1,078</td>
<td>$47,536.80</td>
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</tr>
<tr>
<td>75.9</td>
<td>$1,058</td>
<td>$80,302.20</td>
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</tr>
<tr>
<td>25.6</td>
<td>$1,113</td>
<td>$28,492.80</td>
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</tr>
<tr>
<td>135.4</td>
<td>$1,311</td>
<td>$177,539.40</td>
<td></td>
</tr>
<tr>
<td>114.9</td>
<td>$1,140</td>
<td>$130,989.00</td>
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<tr>
<td>12.8</td>
<td>$1,068</td>
<td>$13,925.40</td>
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<tr>
<td>64.2</td>
<td>$1,172</td>
<td>$75,242.40</td>
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<tr>
<td>234.6</td>
<td>$1,558</td>
<td>$365,508.80</td>
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<tr>
<td>79.2</td>
<td>$1,055</td>
<td>$131,075.00</td>
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<tr>
<td>83.6</td>
<td>$1,419</td>
<td>$118,628.40</td>
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<tr>
<td>107.8</td>
<td>$1,149</td>
<td>$123,662.20</td>
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<tr>
<td>24.1</td>
<td>$1,236</td>
<td>$29,763.52</td>
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<tr>
<td>48.9</td>
<td>$1,353</td>
<td>$66,161.70</td>
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<tr>
<td>35.5</td>
<td>$1,258</td>
<td>$45,014.00</td>
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<tr>
<td>47.9</td>
<td>$1,240</td>
<td>$59,539.00</td>
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<tr>
<td>59.8</td>
<td>$1,178</td>
<td>$70,444.40</td>
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</tr>
<tr>
<td>178.6</td>
<td>$1,226</td>
<td>$221,549.80</td>
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</tr>
<tr>
<td>577.5</td>
<td>$1,224</td>
<td>$706,860.00</td>
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</tr>
<tr>
<td>28.0</td>
<td>$1,594</td>
<td>$44,632.00</td>
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</tr>
<tr>
<td>22.9</td>
<td>$1,590</td>
<td>$36,411.00</td>
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<tr>
<td>28.6</td>
<td>$1,644</td>
<td>$47,018.40</td>
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<tr>
<td>194.8</td>
<td>$1,591</td>
<td>$309,028.80</td>
<td></td>
</tr>
<tr>
<td><strong>Total Lake Ramona</strong></td>
<td>2,304.8</td>
<td>$3,608,564.00</td>
<td></td>
</tr>
</tbody>
</table>
### Reservoirs - Untreated

| 0.5 | $1,211 | $593.39 |
| 0.5 | $1,248 | $4,388.00 |
| 2.9 | $1,266 | $3,494.40 |
| 0.4 | $1,300 | $541.20 |
| 1.2 | $1,513 | $815.60 |
| 1.3 | $1,245 | $1,501.15 |
| 1.0 | $1,179 | $2,273.64 |
| 2.2 | $1,208 | $2,633.44 |
| 2.3 | $1,354 | $3,803.04 |
| 2.8 | $1,594 | $4,463.20 |
| 3.6 | $1,583 | $5,635.48 |
| 0.1 | $1,573 | $517.30 |
| 1.7 | $1,591 | $2,723.61 |
| 24.2 | $20,337.35 |

### Reservoirs - Treated

| 0.5 | $1,420 | $724.20 |
| 0.8 | $1,414 | $1,131.20 |
| 0.7 | $1,398 | $957.60 |
| 0.7 | $1,403 | $5,594.10 |
| 0.5 | $1,452 | $725.00 |
| 0.3 | $1,739 | $2,086.89 |
| 0.3 | $1,363 | $2,286.00 |
| 0.6 | $1,576 | $4,097.60 |
| 1.9 | $1,636 | $2,922.20 |
| 2.2 | $1,506 | $3,111.00 |
| 0.6 | $1,522 | $913.20 |
| 0.3 | $1,566 | $3,232.80 |
| 1.3 | $1,540 | $2,002.00 |
| 1.2 | $1,544 | $1,775.60 |
| 0.6 | $1,500 | $2,000.00 |
| 0.1 | $1,538 | $1,538.00 |
| 0.1 | $1,713 | $9,565.00 |
| 0.8 | $1,637 | $4,911.00 |
| 0.4 | $1,307 | $5,685.45 |
| 0.9 | $1,297 | $1,115.42 |
| 0.3 | $1,612 | $10,187.84 |
| 0.3 | $1,850 | $1,804.20 |
| 1.1 | $1,871 | $1,908.42 |
| 47.6 | $273,651.45 |

| Sub Total Reservoirs | $105,888.78 |
| (0.7) | ($515.08) |
| Grand Total Water Inventory | $3,115,442.6 |

#### Water Inventory

<table>
<thead>
<tr>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
</tr>
</thead>
<tbody>
<tr>
<td>3000</td>
<td>2500</td>
<td>2000</td>
<td>1500</td>
<td>1000</td>
<td>500</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Inventory Water

Mar-20

7/2/2020
<table>
<thead>
<tr>
<th>YEAR</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18 Unscreened - Acre Feet</td>
<td>135.1</td>
<td>129.0</td>
<td>145.3</td>
<td>155.8</td>
<td>115.4</td>
<td>174.3</td>
<td>60.8</td>
<td>99.6</td>
<td>37.9</td>
<td>85.1</td>
<td>108.5</td>
<td>143.0</td>
<td>1,321.8</td>
</tr>
<tr>
<td>Treated - Acre Feet</td>
<td>377.4</td>
<td>345.5</td>
<td>380.4</td>
<td>352.8</td>
<td>322.9</td>
<td>305.7</td>
<td>242.1</td>
<td>219.8</td>
<td>245.7</td>
<td>274.5</td>
<td>338.1</td>
<td>3,793.9</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>512.5</strong></td>
<td><strong>474.5</strong></td>
<td><strong>525.7</strong></td>
<td><strong>508.6</strong></td>
<td><strong>488.3</strong></td>
<td><strong>416.4</strong></td>
<td><strong>262.9</strong></td>
<td><strong>229.7</strong></td>
<td><strong>254.5</strong></td>
<td><strong>313.2</strong></td>
<td><strong>353.2</strong></td>
<td><strong>5,115.7</strong></td>
<td></td>
</tr>
<tr>
<td>2018-19 Unscreened - Acre Feet</td>
<td>145.5</td>
<td>184.9</td>
<td>121.0</td>
<td>101.0</td>
<td>100.4</td>
<td>24.5</td>
<td>25.2</td>
<td>4.0</td>
<td>6.8</td>
<td>65.6</td>
<td>49.1</td>
<td>71.8</td>
<td>900.0</td>
</tr>
<tr>
<td>Treated - Acre Feet</td>
<td>389.0</td>
<td>355.2</td>
<td>415.7</td>
<td>357.9</td>
<td>366.5</td>
<td>277.4</td>
<td>251.8</td>
<td>199.1</td>
<td>163.7</td>
<td>265.4</td>
<td>265.6</td>
<td>3,495.9</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>534.3</strong></td>
<td><strong>540.1</strong></td>
<td><strong>536.7</strong></td>
<td><strong>458.9</strong></td>
<td><strong>466.9</strong></td>
<td><strong>391.9</strong></td>
<td><strong>276.8</strong></td>
<td><strong>277.1</strong></td>
<td><strong>250.5</strong></td>
<td><strong>292.0</strong></td>
<td><strong>291.7</strong></td>
<td><strong>4,395.9</strong></td>
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</tr>
<tr>
<td>2019-20 Unscreened - Acre Feet</td>
<td>92.9</td>
<td>133.2</td>
<td>110.0</td>
<td>106.7</td>
<td>63.2</td>
<td>5.1</td>
<td>20.1</td>
<td>25.3</td>
<td>23.5</td>
<td>9.0</td>
<td>67.6</td>
<td>1,102.1</td>
<td></td>
</tr>
<tr>
<td>Treated - Acre Feet</td>
<td>308.1</td>
<td>346.3</td>
<td>410.5</td>
<td>363.4</td>
<td>345.3</td>
<td>266.4</td>
<td>265.4</td>
<td>228.9</td>
<td>291.6</td>
<td>290.4</td>
<td>239.7</td>
<td>3,703.8</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>401.0</strong></td>
<td><strong>479.5</strong></td>
<td><strong>520.5</strong></td>
<td><strong>464.1</strong></td>
<td><strong>408.5</strong></td>
<td><strong>265.5</strong></td>
<td><strong>225.5</strong></td>
<td><strong>246.0</strong></td>
<td><strong>225.5</strong></td>
<td><strong>299.4</strong></td>
<td><strong>397.3</strong></td>
<td><strong>7,056.9</strong></td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLY CHARGES**

- Water Untreated - CWA - Acre Feet: 0.5
- Water Untreated - CWA - $ Amount: $495
- Transportation Charge - Meter Delivery - CWA - $ Amount: $459,646, $51,604, $45,068, $45,072, $34,644, $24,672, $31,399, $20,386, $17,635, $30,743, $47,296

**WATER EXCHANGES**

- Water Exchanges (t) from Other Agencies - Acre Feet: 0.9, 78.2
- Water Exchanges (t) from Other Agencies - $ Amount: $833, $72,325
- Transportation Charges - Exchanges - $ Amount: $119, $10,522

**FIXED CHARGES (CREDITS)**

- MWD Readiness to Serve Credit - $ Amount: ($7,888), ($7,888), ($7,888), ($7,888), ($7,888), ($7,888), ($7,888), ($7,888), ($7,888), ($7,888), ($7,888), ($7,888)
- CWA Emergency Storage Charge - Acre Feet: $54,301, $54,301, $54,301, $54,301, $54,301, $54,301, $54,301, $54,301, $54,301, $54,301, $54,301, $54,301,
- CWA Infrastructure Access Charge: $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342,
- CWA Infrastructure Access Charge: $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342, $30,342,
- Other Charges and (Credits) Adjustments: $252, $21,856

**SAWR Water Programs & LLP - Acre Feet**

- (118.5), (140.9), (108.9), (95.9), (47.6), (17.1), (15.7), (24.9), (23.8), (7.6), (87.9)

**SAWR Water Programs & LLP Adjustment - $ Amount**

- (82,329.8), (64,212.5), (16,515.2), (10,245.3), (6,242.1), (260.2), (2,074.7), (5,115.2), (2,056.0), (1,807.3), (15,429.3)

**Total Acre Feet**

- 415.4, 439.2, 383.9, 375.6, 288.7, 265.6, 237.5, 231.1, 211.8, 232.9, 358.3

**Total $ Amount**


**Total Inventory Acre Feet**

- (144.3), (152.3), (145.2), (134.4), (99.6), (22.8), (16.8), (12.9), (28.0), (197.5), (84.6)

**S Amount**

- (138,464.7), (148,946.3), (142,866.5), (131,403.5), (77,915.7), (52,244.9), (13,966.3), (14,907.2), (46,198.2), (314,555.8), (89,152.5)

- (342,883.9)
### ATTACHMENT 1

**Ramona Municipal Water District**
**Capital Projects**
**May 31, 2020**

#### FUND 43
**Water Capital Improvement Projects**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pump control cla-val maintenance</td>
<td>$15,000</td>
<td>$0</td>
<td>$14,353</td>
<td>$647</td>
</tr>
<tr>
<td>Underground service system/GIS</td>
<td>$20,000</td>
<td>$0</td>
<td>$12,000</td>
<td>$8,000</td>
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<tr>
<td>Vehicle Replacement</td>
<td>$255,000</td>
<td>$50,473</td>
<td>$50,473</td>
<td>$14,527</td>
</tr>
<tr>
<td>Ramona Dam Slide Gate Control Panel</td>
<td>$82,000</td>
<td>$0</td>
<td>$82,000</td>
<td>$82,000</td>
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<tr>
<td>18&quot; Poway Pipeline Erosion Project</td>
<td>$210,000</td>
<td>$20,659</td>
<td>$254,165</td>
<td>($44,165)</td>
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<tr>
<td>Tank Rehab</td>
<td>$100,000</td>
<td>$0</td>
<td>$137,981</td>
<td>($37,981)</td>
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<tr>
<td>Pressure Reducing Valve (PRV)</td>
<td>$240,000</td>
<td>$0</td>
<td>$118,123</td>
<td>$121,877</td>
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<tr>
<td>Mt. Woodson 18&quot; Bypass</td>
<td>$220,000</td>
<td>$0</td>
<td>$8,212</td>
<td>$11,788</td>
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<tr>
<td>Pump Station Electric Control Center &quot;MCC&quot; Rehab</td>
<td>$200,000</td>
<td>$0</td>
<td>$52,383</td>
<td>$117,617</td>
</tr>
<tr>
<td>Operations Security Cameras</td>
<td>$11,000</td>
<td>$0</td>
<td>$11,000</td>
<td>$0</td>
</tr>
<tr>
<td>Operations Automated Swing Gate</td>
<td>$3,430</td>
<td>$5,630</td>
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<td>($5,630)</td>
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<tr>
<td>Total</td>
<td>$963,000</td>
<td>$74,562</td>
<td>$683,329</td>
<td>$279,671</td>
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</table>

#### FUND 10
**Water Capital Replacement - Energy Fund**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Pump and Motor Efficiency</td>
<td>$73,000</td>
<td>$0</td>
<td>$73,000</td>
<td>$73,000</td>
</tr>
<tr>
<td></td>
<td>$73,000</td>
<td>$0</td>
<td>$73,000</td>
<td>$73,000</td>
</tr>
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</table>

#### FUND 26
**General Fund Capital Purchases**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>IT assessment project &amp; equipment</td>
<td>$27,000</td>
<td>$36</td>
<td>$117,730</td>
<td>$15,270</td>
</tr>
<tr>
<td>Conversion projects for system software</td>
<td>$126,000</td>
<td>$0</td>
<td>$8,443</td>
<td>$118,557</td>
</tr>
<tr>
<td>Facilities - parking lot building reno</td>
<td>$185,000</td>
<td>$0</td>
<td>$25,610</td>
<td>$161,190</td>
</tr>
<tr>
<td>Data infrastructure/network upgrade</td>
<td>$19,000</td>
<td>$0</td>
<td>$19,000</td>
<td>$19,000</td>
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<tr>
<td></td>
<td>$355,000</td>
<td>$36</td>
<td>$41,983</td>
<td>$313,017</td>
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</table>

#### FUND 12
**Fire Fund Capital Purchases**

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<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Ambulance payments</td>
<td>$72,000</td>
<td>$0</td>
<td>$70,748</td>
<td>$1,252</td>
</tr>
<tr>
<td>Engine Payments</td>
<td>$65,813</td>
<td>$0</td>
<td>$65,813</td>
<td>$0</td>
</tr>
<tr>
<td>New Workout Equipment (utilizing secured grant funding)</td>
<td>$7,255</td>
<td>$0</td>
<td>$0</td>
<td>$7,255</td>
</tr>
<tr>
<td>SCBA replacement</td>
<td>$8,000</td>
<td>$0</td>
<td>$8,000</td>
<td>$0</td>
</tr>
<tr>
<td>Hose Replacement</td>
<td>$10,600</td>
<td>$4,895</td>
<td>$4,895</td>
<td>$5,705</td>
</tr>
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<td>Multi Gas Detectors</td>
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<td>$185,688</td>
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#### FUND 11
**Water Capital Replacements Projects**

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<td>Valve replacements</td>
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<td>Water Master Plan</td>
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<td>PPS Natural Gas Engine Gear Drive</td>
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<td>HV 1600 - 1700 Zone Connection</td>
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**B.1.b. Page 8**
### FUND 22  San Vicente Capital Replacements Projects

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<td>Salt and Nutrient Management Plan</td>
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<td>Telemetry - Plant</td>
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<td>Root control</td>
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<td>SCADA system - Collections</td>
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<td>Oxidation Basin and RAS Station Elec Restoration</td>
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**Total** $3,977,600 = $168,877 + $3,271,223 = $605,677

### FUND 24  Fire Mitigation Capital Replacements Projects

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<td>New engine payments</td>
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**Total** $173,312 = $32,906 + $140,406

### FUND 25  Santa Maria Capital Replacements Projects

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<td>SM Collection system infrastructure</td>
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<td>Telemetry - Plant</td>
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<td>Pump station grinders</td>
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<td>Spray field fence replacement</td>
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<tr>
<td>Asphalt repair</td>
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<td>Salt and Nutrient Management</td>
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<td>$5,000</td>
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<td>SM Spray field maintenance</td>
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<td>Effluent Transmission Pipe</td>
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<td>Clarifier 3 Rehab (Under Warranty)</td>
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<td>Influent pump station/Screening and Grit Removal</td>
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<td>Vehicle replacements</td>
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<td>Collection System Inflow &amp; Infiltration</td>
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<td>Centrifuge Rebuild</td>
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<td>SCADA System - Collections</td>
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<td>Manhole rehab</td>
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**Total of all Projects** $6,925,000 = $359,114 + $406,850 = $6,518,150

**Total** $17,617,480 = $1,057,040 + $7,146,823 = $10,470,657
Trend Reports

Trend reports are presented for use in monitoring longer range activity than the monthly reports. These reports may include history or projections which are provided to assist in determining general directions or patterns of District financial activity. Accuracy of any projected information will decline as the length into the future the projection is being made increases.

The Trend Reports are:

Cash Balance - Information from the Cash Balance report is taken from the monthly Cash Report. The Trend report accumulates the two prior complete years’ information along with the current year. Cash in the District belongs to three types of activities. Operating cash is used for the operations of the District and is primarily funded through user charges for water, sanitation, and fire services. Debt Service cash is primarily derived from property tax assessments and is used to pay predetermined debt payments. Capital cash consists of cash which is provided to the District to fund construction related costs. This cash may come from new development, or from revenue sources which the Board has taken action to direct toward construction related costs.

The Operating portion of the cash balance has been isolated for presentation in graphic format. This presentation depicts the cyclical trend of operating cash on hand throughout a fiscal year.

Operating Revenue/Expenditures - Information from the Operating Revenue/Expenditure report is taken from the monthly Operating Report. The Trend report displays a complete year of operating revenues and expenditures by month as they occur.

Tax Allocation Worksheet Trend - The District uses the County Tax Rolls to collect approximately half of all the revenue which comes to the District in a year. Collections include general tax collections, property owner approved debt assessments, and user charges for sanitation and fire/paramedic services. Distribution is made by the County in 13 installments through a year. Distributions are reflective of collection made on property tax payments. Since most property taxes are paid around the December and April 10 deadlines, the greatest distributions to the District correspond to those payments. The last payment from the County is used to reconcile any late collections or any corrections.

Capital Improvement Projects - The District plans and executes a number of capital improvement projects. By nature these projects require lead and construction times which exceed the annual fiscal year of the District. In some cases, the projects require long term funding.

Salaries and Wages - Salaries and the Benefits which accompany those salaries make up a significant portion of the operating budget. These costs are affected by overtime, vacancies, temporary help, Memorandum of Understanding terms, and charging of time to outside funded activities.
<table>
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<th>Description</th>
<th>Aug-19</th>
<th>Sep-19</th>
<th>Oct-19</th>
<th>Nov-19</th>
<th>Dec-19</th>
<th>Jan-20</th>
<th>Feb-20</th>
<th>Mar-20</th>
<th>Apr-20</th>
<th>May-20</th>
<th>Jun-20</th>
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<td>1% Property Tax</td>
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## OPERATING REVENUE/EXPENDITURE TREND 2019-2020

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</table>

| **Water** |     |     |     |     |     |     |     |     |     |     |     |     |
| Revenue   |     |     |     |     |     |     |     |     |     |     |     |     |
| Expenditure |     |     |     |     |     |     |     |     |     |     |     |     |
| Transfers  |     |     |     |     |     |     |     |     |     |     |     |     |
| Net Result |     |     |     |     |     |     |     |     |     |     |     |     |

| **Fire** |     |     |     |     |     |     |     |     |     |     |     |     |
| Revenue   |     |     |     |     |     |     |     |     |     |     |     |     |
| Expenditure |     |     |     |     |     |     |     |     |     |     |     |     |
| Transfers  |     |     |     |     |     |     |     |     |     |     |     |     |
| Net Result |     |     |     |     |     |     |     |     |     |     |     |     |

| **Parks** |     |     |     |     |     |     |     |     |     |     |     |     |
| Revenue   |     |     |     |     |     |     |     |     |     |     |     |     |
| Expenditure |     |     |     |     |     |     |     |     |     |     |     |     |
| Transfers  |     |     |     |     |     |     |     |     |     |     |     |     |
| Net Result |     |     |     |     |     |     |     |     |     |     |     |     |

| **San Vicente** |     |     |     |     |     |     |     |     |     |     |     |     |
| Revenue   |     |     |     |     |     |     |     |     |     |     |     |     |
| Expenditure |     |     |     |     |     |     |     |     |     |     |     |     |
| Transfers  |     |     |     |     |     |     |     |     |     |     |     |     |
| Net Result |     |     |     |     |     |     |     |     |     |     |     |     |

| **Santa Maria** |     |     |     |     |     |     |     |     |     |     |     |     |
| Revenue   |     |     |     |     |     |     |     |     |     |     |     |     |
| Expenditure |     |     |     |     |     |     |     |     |     |     |     |     |
| Transfers  |     |     |     |     |     |     |     |     |     |     |     |     |
| Net Result |     |     |     |     |     |     |     |     |     |     |     |     |

<p>| <strong>Summary</strong> |     |     |     |     |     |     |     |     |     |     |     |     |
| Revenue   |     |     |     |     |     |     |     |     |     |     |     |     |
| Expenditure |     |     |     |     |     |     |     |     |     |     |     |     |
| Transfers  |     |     |     |     |     |     |     |     |     |     |     |     |
| Net Result |     |     |     |     |     |     |     |     |     |     |     |     |</p>
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<tr>
<th>Department</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total Department</th>
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<td>Salaries and Wages</td>
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**Notes:**

- % Under % -Over
- Annual Budget, YTD Budget, YTD Expense, Under (Over), % Under % -Over
- As of May 31, 2020 (24 payperiods of 26)
CASH BALANCE TRENDS

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<tr>
<th>2019-20 Fiscal Year</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
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<th>December</th>
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<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<td>Operating 2019-20</td>
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<td>414,299</td>
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<td>642,231</td>
<td>830,989</td>
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<th>2018-19 Fiscal Year</th>
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<th>July</th>
<th>August</th>
<th>September</th>
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<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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</thead>
<tbody>
<tr>
<td>Debt Service</td>
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<td>807,844</td>
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<tr>
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<th>August</th>
<th>September</th>
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<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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</thead>
<tbody>
<tr>
<td>Debt Service</td>
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<td>1,665,120</td>
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<td>Capital</td>
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<table>
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<th>August</th>
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<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<tbody>
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<td>24,251,848</td>
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<tr>
<td>Capital</td>
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<td>15,228,626</td>
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<td>41,633,413</td>
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Operating Cash Balance Trends
RE: ADOPTION OF A RESOLUTION TO COLLECT DELINQUENT WATER CHARGES BY PLACEMENT ON THE SAN DIEGO COUNTY PROPERTY TAX ROLLS

Members of the Board:

**Purpose**
To adopt a resolution to collect delinquent water charges by placement on the San Diego County property tax rolls.

**Background**
Under the California Water Code, the District may collect delinquent water charges by placement on the San Diego County property tax rolls.

**Discussion**
The delinquent water accountholders listed on Attachment 1 have been notified that if the accounts are still delinquent as of June 30, 2020, the delinquent charges will be placed on the property tax rolls for collection. Placing these delinquent accounts on the property tax rolls provides significant savings for District ratepayers, avoiding extensive collection efforts, and providing a supplemental mechanism for collection of past due amounts for water consumed.

**Fiscal Impact**
If approved, delinquent water charges of $11,021.79 will be placed on the property tax rolls, pending actual delinquencies paid in full by the noted June 30, 2020 deadline.

**Recommendation**
Staff respectfully recommends that the Board adopt a Resolution to collect delinquent water charges by placing them on the San Diego County property tax rolls.
RESOLUTION NO. 20-XXXX
RESOLUTION OF THE BOARD OF DIRECTORS OF RAMONA MUNICIPAL WATER DISTRICT AUTHORIZING COLLECTION OF DELINQUENT WATER CHARGES BY THE COUNTY TAX COLLECTOR PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 50075 ET SEQ., AND CALIFORNIA WATER CODE SECTIONS 71614, 71670, 72090.5, 72094, 72100, 72102.

WHEREAS, the Ramona Municipal Water District is authorized to fix rates for water services, pursuant to California Water Code Section 71614; and

WHEREAS, certain District customers have delinquent unpaid charges for water and other services, which remain unpaid for sixty (60) days or more as of June 30 of this year, and the Board of Directors of the Ramona Municipal Water District, pursuant to California Water Code Sections 72094 and 72100, desires to place said delinquent charges for water and other services on the San Diego County Secured Property Tax Roll;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND DETERMINED by the Board of Directors of the RAMONA MUNICIPAL WATER DISTRICT as follows:

1. The recitals set forth hereinabove are true.

2. The delinquent and unpaid charges for water and other services, which remain unpaid for sixty (60) days or more as of June 30 of this year, shall be as specified in Exhibit “A”, attached hereto and made a part hereof.

3. Pursuant to California Government Code Section 50075, California Water Code Sections 72094 and 72100, the delinquent charges for water and other services shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The tax collector may deduct the reasonable administrative costs incurred in collecting the delinquent charges and the special tax, and shall pay the remainder to the Ramona Municipal Water District.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Ramona Municipal Water District held on the 14th day of July 2020.

Jim Robinson
President, Board of Directors
Ramona Municipal Water District

ATTEST:

Jeff Lawler
Secretary, Board of Directors
Ramona Municipal Water District
### Exhibit A

Ramona

**Delinquent Water Charges**

**Tax Year 2020/2021**

<table>
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<th>Parcel Number</th>
<th>Account Number</th>
<th>Assessment</th>
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</table>

**Total Parcels** 22

**Total Assessed** $11,021.79
RE: AUTHORIZATION FOR THE GENERAL MANAGER TO AWARD A CONTRACT FOR CONSTRUCTION OF THE WELLFIELD PARK – DISC GOLF COURSE, HORSESHOE PITS, SCOREBOARDS, AND SOCCER FIELDS PROJECT

Members of the Board:

Purpose
To obtain Board authorization for the General Manager to award a contract for the construction of the Wellfield Park – Disc Golf Course, Horseshoe Pits, Scoreboards, and Soccer Fields Project (Project).

Background
The Ramona Municipal Water District (District) owns a wellfield which has been improved and used as a public park known as Ramona Community Park (Park). The Park includes a community center, softball diamonds, soccer fields, multi-use fields, rodeo grounds, a blockhouse for concessions, meeting buildings, rest rooms, and other concession facilities and trails.

The District and the County of San Diego (County) entered into a Joint Exercise of Powers Agreement (JEPA) (County Contract No. 34211-E) on October 18, 1994 and executed subsequent First through Ninth Amendments. The JEPA allows the District and the County to exercise their common powers to cooperate in the acquisition, development, plan, design, improvement, maintenance and operation of public facilities and appurtenances for park purposes.

On April 2017, the District and the County approved an amended and restated JEPA for recreational improvements at the Park. The amended and restated JEPA authorized $593,000 for construction of improvements included under this Project at the Park.

The District and Ramona Parks and Recreation Association (RPRA) entered into a Lease Agreement beginning in 1994 where RPRA would operate and manage the Park using predominantly volunteer resources.
In February 2019, RPRA requested the District assist on completing the approval process and advertisement of the Project.

In March 2019, District staff met with the County and RPRA to discuss the Project, available funding and required steps to move the Project forward.

In June 2019, the District retained the services of MW Peltz & Associates, Inc. to complete the design of the Project.

In August 2019, design was completed, and plans submitted to the County of San Diego for approval.

In March 2020, the County of San Diego approved a Minor Deviation to the Major Use Permit (P94-0110) for the Park.

In April 2020, the County of San Diego completed the approval the plans.

In June 2020, the Project was advertised, and a non-mandatory pre-bid meeting held at the Project site; five contractors were in attendance at the pre-bid meeting as well as a representative from RPRA.

**Discussion**

Project bids were received from five contractors and opened during a public bid opening on July 7, 2020 at the District offices.

Bids obtained are summarized in the table below:

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>BID TOTAL</th>
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<tbody>
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<td>Western Rim Constructors, Inc.</td>
<td>$541,816.00</td>
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<tr>
<td>Byrom-Davey, Inc</td>
<td>$551,895.74</td>
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<tr>
<td>Blue Pacific Engineering &amp; Construction</td>
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<td>C.S. Legacy Construction, Inc.</td>
<td>$596,387.56</td>
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<td>GEM Industrial Electric, Inc.</td>
<td>$761,767.00</td>
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</table>

Review of the bids determined the lowest qualified bidder for this Project to be Western Rim Constructors, Inc. with a total bid amount of $541,816. Construction of the Project can begin upon receipt of Board approval for award of the Project.

**Fiscal Impact**

No impact. As noted above, the 2017 amended and restated JEPA agreement between the County of San Diego and the District includes $593,000 in Park Lands Dedication Ordinance (PLDO) funding for design and construction of the proposed improvements under this Project.
This non-District revenue source is obtained from the County and this Project, including District administrative costs, and being paid for completely with PLDO funds.

**Recommendation**
Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the Wellfield Park – Disc Golf Course, Horseshoe Pits, Scoreboards, and Soccer Fields Project to Western Rim Constructors, Inc.

Prepared by: Ricardo Soto, P.E., Engineering Department

Reviewed by: Craig Schmollinger, Chief Financial Officer

D. Michael Metts, P.E., District Engineer

Submitted by: David Barnum, General Manager
RE: CONSIDERATION REGARDING AND AUTHORIZATION FOR THE GENERAL MANAGER TO SIGN AMENDMENT #1 TO THE EXISTING FIRE PREVENTION SERVICES COLLABORATION AGREEMENT WITH THE COUNTY OF SAN DIEGO THAT WILL ADD A THREE-MONTH EXTENSION TO THE AGREEMENT

Members of the Board:

**Purpose**
To consider authorizing the General Manager to sign Amendment #1 to the existing Fire Prevention Services Collaboration Agreement with the County of San Diego to add a three-month extension to the Agreement. This extension will allow additional time to finalize draft terms for a new Fire Prevention Services Agreement that the Board of Directors will consider at a later date.

**Background**
Prior to December 2015, the District performed fire prevention services “in-house” through District staff performing building plan reviews and inspections based out of the Administrative Building at 105 Earham Street in Ramona.

Through execution of a Fire Prevention Services Collaboration Agreement ("Agreement") with the County of San Diego Fire Authority ("Fire Authority"), those building plan reviews and inspections were contracted for beginning in December 2015. By contracting for those services, the District was able to maintain an adequate level of service while reducing costs. Services are being performed based out of the County Operations Center in the City of San Diego, which is a central hub for Building services provided by the County of San Diego.

The current Agreement has an expiration date of June 30, 2020, and both the District and Fire Authority have been working earnestly to finalize terms for a new Agreement.

**Discussion**
The District and Fire Authority began conversations on parameters for a new Agreement in January 2020. There are a few key Agreement components where both parties were working towards resolution; however due to the COVID-19 pandemic additional time is needed to finalize those components.
The District and Fire Authority have both administratively agreed that an extension of three-months to the current Agreement is amenable and would allow sufficient time to settle outstanding components for a new Agreement. The recommended action would formalize the three-month extension period, and staff will return to the Board of Director’s in the near future for consideration of a new Agreement.

**Fiscal Impact**

No impact. Agreement costs for the extension period would not change under the proposed Amendment #1 from what the quarterly payments currently are for the FY2019/20 final Agreement year costs.

Agreement costs have been included in the Adopted FY2020/22 two-year Budget.

**Recommendation**

Staff respectfully recommends that the Board of Directors authorize the General Manager to sign Amendment #1 to the Agreement which authorizes a three-month extension with no change to the scope of services offered and no increase in costs from the quarterly FY2019/20 costs.

Prepared by: Craig Schmollinger, Chief Financial Officer
Jeremy Snyder, Fire Battalion Chief

Submitted by: David Barnum, General Manager

**ATTACHMENTS:**

Attachment 1   Fire Prevention Services Collaboration Agreement
B.1.e Page 3-9

Attachment 2   Amendment #1 to Fire Prevention Services Collaboration Agreement
B.1.e. Page 10
AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND
THE RAMONA MUNICIPAL WATER DISTRICT
FOR FIRE PREVENTION SERVICES COLLABORATION

This Agreement ("Agreement") is effective as of December 21, 2015 by and between the County of San Diego (COUNTY), a political subdivision of the State of California with its administrative headquarters at 1600 Pacific Highway, San Diego, California 92101, and the Ramona Municipal Water District (DISTRICT), with headquarters located at 105 Earlham Street, Ramona, CA 92065.

RECITALS:

A. WHEREAS, the DISTRICT provides fire protection, prevention and important health and safety services to the residents and their property in certain unincorporated areas of San Diego County; and

B. WHEREAS, the COUNTY and its San Diego County Fire Authority (SDCFA) are authorized to support the DISTRICT's efforts in providing fire protection, prevention and emergency response services; and

C. WHEREAS, the DISTRICT has adopted the California Fire Code, as amended by the DISTRICT, and the COUNTY Board of Supervisors has ratified the DISTRICT’s amendments to the California Fire Code by adoption of an Ordinance creating the San Diego County Consolidated Fire Code; and

D. WHEREAS, the COUNTY and the DISTRICT will mutually benefit from sharing the resources and expertise related to fire protection, prevention and emergency response services; and

E. WHEREAS, the COUNTY and the DISTRICT seek to enter into an agreement that sets forth the terms and conditions upon which the COUNTY and the DISTRICT will share fire protection, prevention and emergency response resources and exchange of funding; and

F. WHEREAS, this Agreement shall consist of the Agreement, Exhibit A, Statement of Work and Exhibit B, Payment Schedule,

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

1. AUTHORITY: The DISTRICT authorizes the COUNTY Fire Warden, or his/her duly authorized representative to exercise the duties of the DISTRICT Fire Code Official on behalf of the DISTRICT, within the scope of work set forth in Exhibit A, Statement of Work.

2. PAYMENT: During the term of this Agreement, the DISTRICT shall pay to the COUNTY the amounts specified in Exhibit B, Payment Schedule, for fire prevention services provided by the COUNTY.

3. TERM. This Agreement shall expire on June 30, 2020.

4. TERMINATION. Either party may terminate this Agreement, with or without cause, upon 120 days’ prior written notice to the other party.

5. PARAGRAPHS THAT SURVIVE TERMINATION. The following paragraphs of this Agreement shall survive its expiration or earlier termination and remain in effect: 7, 8, 11 and 12.
6. **NO ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

7. **INDEMNITY.**

   A. **Claims Arising from Sole Acts or Omissions of the COUNTY.** The COUNTY hereby agrees to defend and indemnify the DISTRICT, its agents, officers and employees, from any claim, action or proceeding against the DISTRICT, arising solely out of the acts or omissions of the COUNTY in the performance of this Agreement. At its sole discretion, the DISTRICT may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the COUNTY of any obligation imposed by this Agreement. The DISTRICT shall notify the COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

   B. **Claims Arising From Sole Acts or Omissions of the DISTRICT.** The DISTRICT hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against the COUNTY, arising solely out of the acts or omissions of the DISTRICT in the performance of this Agreement. At its sole discretion, the COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the DISTRICT of any obligation imposed by this Agreement. The COUNTY shall notify the DISTRICT promptly of any claim, action or proceeding and cooperate fully in the defense.

   C. **Claims Arising from Concurrent Acts or Omissions:** The COUNTY hereby agrees to defend itself, and the DISTRICT hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of the COUNTY and the DISTRICT. In such cases, the COUNTY and the DISTRICT agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 7.E of this Agreement.

   D. **Joint Defense:** Notwithstanding paragraph C above, in cases where the COUNTY and the DISTRICT agree in writing to a joint defense, the COUNTY and the DISTRICT may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of the DISTRICT and the COUNTY. Joint defense counsel shall be selected by mutual agreement of the COUNTY and the DISTRICT. The COUNTY and the DISTRICT agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.E of this Agreement. The COUNTY and the DISTRICT further agree that neither party may bind the other to a settlement agreement without the written consent of both the COUNTY and the DISTRICT.

   E. **Reimbursement and/or Reallocation:** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the COUNTY and the DISTRICT may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. **GOVERNING LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all previous oral or written understandings, representations or agreements related to the
subject matter of this Agreement. This Agreement may not be changed except by written amendment signed by both parties.

10. CONTRACT ADMINISTRATION. The San Diego County Fire Authority Group Program Manager shall administer this Agreement on behalf of the COUNTY. The DISTRICT’s General Manager shall administer this Agreement on behalf of the DISTRICT. The parties may change their contract administrator by giving prior written notice to the other party of the name and address of the new contract administrator.

11. NO WAIVER. No failure, inaction, neglect or delay by a party in exercising any of its rights under this Agreement shall operate as a waiver, forfeiture or abandonment of such rights or any other rights under this Agreement.

12. NOTICE. Any notice or notices required or permitted to be given pursuant to this Agreement shall be personally served by the party giving notice or shall be served by certified mail. Notices shall be sufficient if personally served on or if sent by certified mail, postage prepaid, addressed to:

DISTRICT:
David Barnum, General Manager
Ramona Municipal Water District
105 Earlham Street
Ramona, CA 92065

COUNTY:
Herman Reddick, Program Manager
San Diego County Fire Authority
5510 Overland Avenue, Suite 250
San Diego CA 92123
Tel: (858) 974-5999

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

RAMONA MUNICIPAL WATER DISTRICT
By: David Barnum, General Manager
Date: 12/8/15

COUNTY OF SAN DIEGO
By: David Hall, Clerk of the Board of Supervisors
Date: 12/10/15

APPROVED AS TO FORM AND LEGALITY
By: Shari Hoffman
Senior Deputy County Counsel

Date: 

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: 11/13/15 Minute Order No. 4

By: Date: 12/10/15
EXHIBIT “A”

SCOPE OF WORK

GENERAL:

- The COUNTY will provide a Fire Marshal to serve as the DISTRICT’S Fire Code Official pursuant to section 103.2 of the California Fire Code.

- The COUNTY shall have the general authority and responsibilities per section 104 of the California Fire Code.

- The DISTRICT will provide a Fire Chief that will serve as the liaison between the COUNTY and the DISTRICT General Manager and Board of Directors.

- The COUNTY will provide expert consultation and updates as requested to the Fire Chief on projects and matters related to the scope of this Agreement.

- The COUNTY will provide expert advice and assistance, as necessary in response to citizen inquiries or requests.

PLAN REVIEW/INSPECTION/ENGINEERING SUPPORT:

- The COUNTY will perform all functions associated with or related to residential plan reviews and inspections including plan review and inspection of residential automatic fire sprinkler systems for the DISTRICT.

- The COUNTY will perform all functions associated with or related to commercial plan reviews and inspections including plan review and inspection of commercial fire sprinkler, alarm and detection systems and specialized fire suppression systems for the DISTRICT.

- The COUNTY will review and provide comments and perform all functions associated with or related to all new and existing discretionary projects including all site inspections and project meetings associated with the project for the DISTRICT. The Fire Chief will provide input to the Fire Marshal related to any required infrastructure improvements and address any operational needs related to these permit applications.

- The COUNTY will ensure that all State-mandated fire inspections are completed in accordance with the California Fire Code. The following occupancies will be inspected annually:
  - Group E
  - Groups R-1 and R-2
  - Group I-3
  - High-rise Buildings (75 ft. and above)
• The COUNTY will ensure that the following inspections are completed in accordance with the California Fire Code:
  o Group H (Hazard)
  o Group I (Institutional)
  o California State Licensing inspections (for example: R3.1, R2.1, R4 occupancies).
  o San Diego County Sheriff Licensing inspections (for example: Public Display of Aerial Pyrotechnics, Explosive Storage Permits).
  o Special Events for which a Permit is required by the County (including associated plan review)
  o Group A
  o Group B w/ Sprinklers*
  o Group S w/Sprinklers*
  o Group M w/ Sprinklers*
  o All Occupancies w/ Hood and Duct Systems*

(*COUNTY will provide training to DISTRICT personnel. DISTRICT engine companies to assume these inspections beginning Year 2)

• The COUNTY will provide reasonable technical support for the DISTRICT engine company inspection program on an as-needed basis.

• The COUNTY will provide all administrative support to ensure that the scope of work is completed including vehicles, fuel, insurance, office space, phones, forms and related office supplies.

• The DISTRICT will provide and maintain a current list of occupancies identified in the scope of work to the COUNTY.

• The DISTRICT will establish and/or maintain an Engine Company Business Inspection Program

• The DISTRICT will, upon request, provide engine company based personnel to provide reasonable support to assist in implementing the scope of work.

**DEFENSIBLE SPACE:**

• The DISTRICT will establish and/or maintain an Engine Company based Defensible Space Inspection Program and provide engine company personnel to testify at legal proceedings related to forced abatements as requested by COUNTY.

• The COUNTY will process all vegetation/fire hazard reduction non-compliant properties for forced abatement as provided by County ordinance, including:
  o Filing pending liens
  o Obtaining inspection warrants if required
  o Performing “lot look” to determine legal property ownership and identify entities with financial interest in the subject property
- Posting and mailing of Notice And Orders to abate with proof of service
- Processing of appeals
- Hiring/paying of vendors to perform abatements
- Conducting Cost Hearing and all billing and collection for abatement costs
- Placement and release liens on subject property
EXHIBIT B
PAYMENT SCHEDULE

Payments under this Agreement for Fiscal Years 2015-16 through 2019-20 for services provided as specified in Exhibit A, Scope of Work, shall be as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2015-16</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>FY 2016-17</td>
<td>$162,499.00</td>
</tr>
<tr>
<td>FY 2017-18</td>
<td>$165,749.00</td>
</tr>
<tr>
<td>FY 2018-19</td>
<td>$169,064.00</td>
</tr>
<tr>
<td>FY 2019-20</td>
<td>$172,445.00</td>
</tr>
</tbody>
</table>

The COUNTY shall invoice the DISTRICT on a quarterly basis, at the beginning of each quarter, for one-quarter of the annual amount less actual over-the-counter Ramona Fire Prevention fee revenue received for the previous quarter. Upon receipt of the invoice, the DISTRICT will provide payment within 30 days.
 AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO 
 AND THE RAMONA MUNICIPAL WATER DISTRICT 
 FOR FIRE PREVENTION SERVICES COLLABORATION 
 AMENDMENT #1 

Ramona Municipal Water District (DISTRICT) and the County of San Diego (COUNTY) enter into this amendment (AMENDMENT) to the Agreement Between the County of San Diego and the Ramona Municipal Water District for Fire Prevention Services Collaboration (AGREEMENT) originally entered into on December 21, 2015.

AMENDMENT Effective Date: June 30, 2020

Description of Contract Change(s):

2. Exhibit B (Payment Schedule): The compensation due to the COUNTY for the period June 30, 2020-September 30, 2020 will equal one quarter of Fiscal Year 2019-20 compensation. This amounts to $43,111.00 less any over-the-counter Ramona Fire Prevention Fee Revenue for FY 2019-20 4th Quarter (04/01/20-06/30/20).

All other terms and conditions of the Contract shall remain in effect.

IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this AMENDMENT effective as of the date set forth above. This AMENDMENT is not valid unless signed by the DISTRICT and the COUNTY.

RAMONA MUNICIPAL WATER DISTRICT
By: ______________________________
    DAVID BARNUM
    GENERAL MANAGER
    Date: ____________

COUNTY OF SAN DIEGO
By: _____________________________
    ANDREW POTTER
    CLERK OF THE BOARD
    Date: ____________

APPROVED AS TO FORM AND LEGALITY

By: ______________________________
    SUEY ALFARO
    SENIOR DEPUTY COUNTY COUNSEL

ATTACHMENT 2
RE: AUTHORIZATION FOR THE GENERAL MANAGER TO AWARD A CONTRACT FOR CONSTRUCTION OF THE MOUNT WOODSON RESERVOIR OUTLET PIPE REPAIR PROJECT

Members of the Board:

**Purpose**
To obtain Board authorization for the General Manager to award a contract for the construction of the Mount Woodson Reservoir Outlet Pipe Repair Project.

**Background**
The Ramona Municipal Water District (“District”) owns and maintains approximately 220 miles of water mains and related appurtenances. Existing water mains and valves, within each system vary in size, material, condition and age.

In December 2019, at the request of the California Division of Safety of Dams (DSOD), the District completed interior inspection of the Mount Woodson Reservoir’s 20-in diameter outlet pipe and found a small section of the interior liner missing. As a preventive measure, the District completed the design of a repair on the exterior of the pipe at the location where the liner is missing. The small section of missing liner had no impact to the water quality in the District’s potable water system.

In May 2020, the project was advertised, and a mandatory pre-construction meeting held; 11 contractors were in attendance at the pre-bid meeting.

In June 2020, the Board approved the FY 2020/2022 Operating and Capital Budget which includes funds for the repair project (Water Operating Fund, Page 7, Line 4, Operations and Maintenance $11,173,180).

**Discussion**
Project bids were received from four contractors and opened during a public bid opening on July 7, 2020 at the District offices.
Bids obtained are summarized in the table below:

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>BID TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cass Construction Inc. dba Cass Arrieta</td>
<td>$112,250</td>
</tr>
<tr>
<td>Ramona Paving &amp; Construction Corp.</td>
<td>$120,000</td>
</tr>
<tr>
<td>LB Civil Construction, Inc.</td>
<td>$142,000</td>
</tr>
<tr>
<td>New Century Construction, Inc.</td>
<td>$149,800</td>
</tr>
</tbody>
</table>

Review of the bids determined the lowest qualified bidder for this project to be Cass Construction Inc. dba Cass Arrieta with a total bid amount of $112,250. Construction of the project can begin upon receipt of Board approval for award of the project.

**Fiscal Impact**
No impact. Total Bid from Cass Arrieta: $112,250. As noted above, the adopted FY20/21 Budget includes $11,173,180 budgeted under the operating fund for operation and maintenance. Adequate funds were included in this total to pay for this project at the recommended award level. This project is considered a maintenance project and therefore to be paid out of this fund.

**Recommendation**
Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the Mount Woodson Reservoir Outlet Pipe Repair Project to Cass Construction Inc. dba Cass Arrieta.

Prepared by: Ricardo Soto, P.E., Engineering Department
Reviewed by: D. Michael Metts, P.E., District Engineer
Submitted by: David Barnum, General Manager
RE: DISCUSSION AND POSSIBLE ACTION TO ADOPT AN ORDINANCE TO CONTINUE SEWER AVAILABILITY CHARGES FOR PROPERTY IN THE SAN VICENTE SEWER SERVICE AREA FOR FISCAL YEAR 2020-21

Members of the Board:

**Purpose**
To adopt an Ordinance to continue sewer availability charges for property in the San Vicente Sewer Service Area for fiscal year 2020-21.

**Background**
Sections 71674, 71630, and 71632 of the California Water Code authorize the Board of Directors to continue sewer availability charges on property within the San Vicente Sewer Service Area whether the sewer service is actually used or not. The Water Code authorizes the Board of Directors to continue a sewer availability charge not to exceed ten dollars ($10.00) per acre per year for land on which the charge is levied or ten dollars ($10.00) per year for a parcel less than an acre.

**Discussion**
It is proposed that the sewer availability charges be continued for fiscal year 2020-21.

**Fiscal Impact**
Annual revenues of approximately $39,000 are anticipated from the continuation of this charge, and those revenues are including in the Adopted FY2020/21 Budget. Funds will be deposited into the San Vicente Sewer Operations Fund 04 for use within the San Vicente Sewer Service Area.

**Recommendation**
Staff respectfully recommends that the Board adopt an Ordinance to continue sewer availability charges for property in the San Vicente Sewer Service Area for fiscal year 2020-21.
ORDINANCE NO. 20-XXX

ORDINANCE OF THE BOARD OF DIRECTORS OF THE RAMONA MUNICIPAL WATER DISTRICT TO CONTINUE SEWER AVAILABILITY CHARGES FOR PROPERTY IN THE SAN VICENTE SEWER SERVICE AREA FOR FISCAL YEAR 2020-21

WHEREAS, the Ramona Municipal Water District ("District") is organized and operates pursuant to the Municipal Water District Law of 1911 commencing with Section 71000 of the California Water Code; and

WHEREAS, the District has heretofore constructed sewer systems within its boundaries and by reason of the construction, sewer services are now available to land within the San Vicente Sewer Service Area and said sewer system is a benefit to all land within the boundaries of the San Vicente Sewer Service Area; and

WHEREAS, Sections 71674 and 71630 of the California Water Code authorize the Board of Directors to establish sewer availability charges on property within the San Vicente Sewer Service Area whether the sewer service is actually used or not; and

WHEREAS, Sections 71674 and 71631 of the California Water Code authorize the Board of Directors to establish a sewer availability charge not to exceed ten dollars ($10.00) per acre per year for land on which the charge is levied or ten dollars ($10.00) per year for a parcel less than an acre; and

WHEREAS, the District previously set the sewer availability charge in compliance with applicable law and this Ordinance continues the previously established charge; and

WHEREAS, it is determined to be in the best interests of the inhabitants, landowners, customers and taxpayers of the San Vicente Sewer Service Area that sewer availability charges be continued for all lands lying within the San Vicente Sewer Service Area, for District capital improvements and maintenance and operation for San Vicente Sewer Service Area facilities.

NOW, THEREFORE, be it ordained by the Board of Directors of the Ramona Municipal Water District as follows:

Section 1. The matters set forth in the recitals to this Ordinance are true and correct statements.

Section 2. The sewer availability charge for each separately assessed parcel of land within the San Vicente Sewer Service Area for fiscal year 2020-21 shall be continued at ten dollars ($10.00) per acre per year or ten dollars ($10.00) per year for a parcel of land less than one acre.

Section 3. The sewer availability charge shall be fixed in the amounts set forth for parcels of land within the San Vicente Sewer Service Area as shown upon

ATTACHMENT 1
the assessment rolls of the County Assessor of San Diego County and shall be payable by the property owner thereof and shall be collected in the same form and manner as County taxes are collected and shall be paid to the District.

Section 4. The sewer availability assessment rate and methodology applied in this Ordinance are the same as that previously established; the charges assessed herein are a reassessment of the sewer availability charges assessed, in place and in existence on November 6, 1996; and the District complied with applicable adoption procedures at the time the charge was established.

Section 5. In accordance with procedures specified by the County of San Diego, the District will provide the County a file which includes the parcel numbers for parcels subject to the sewer availability charge for fiscal year 2020-21.

Section 6. The Board of Directors finds that the sewer availability charge continued by this Ordinance is for the purpose of obtaining funds for capital projects and maintenance and operation for San Vicente Sewer Service Area facilities.

Section 7. The continuation of the sewer availability charge is not subject to the California Environmental Quality Act (CEQA).

Section 8. The Board of Directors of the Ramona Municipal Water District heard and considered all objections or protests, if any, to the fixing and continuation of a sewer availability charge for the San Vicente Sewer Service Area.

Section 9. Pursuant to Sections 71674 and 71635 of the Water Code, the Board hereby directs that, at the time and in the manner required by law for the levying of taxes for county purposes, the San Diego County Board of Supervisors shall levy, in addition to any other tax it levies, the sewer availability charges in the amounts for the respective parcels fixed by this Board, and pursuant to Section 71636 of the Water Code, all county officers charged with the duty of collecting taxes shall collect the sewer availability charges of the San Vicente Sewer Service Area with the regular tax payments to the county. Said charges shall be collected in the same form and manner as county taxes are collected, and shall be paid to the Ramona Municipal Water District.

Section 10. If any paragraph of this Ordinance is found to be unenforceable or contrary to law, the remaining provisions shall remain in full force and effect.

Section 11. This Ordinance shall become effective upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Ramona Municipal Water District held July 14, 2020, by the following roll call vote:
AYES:
NOES:
ABSENT:
ABSTAIN:

___________________________________
Jim Robinson
President, Board of Directors
Ramona Municipal Water District

ATTEST:

________________________________
Jeff Lawler
Secretary, Board of Directors
Ramona Municipal Water District
RE: DISCUSSION AND POSSIBLE ACTION TO ADOPT A RESOLUTION TO CONTINUE PARTICIPATION IN THE COUNTY OF SAN DIEGO FIRE MITIGATION FEE PROGRAM

Members of the Board:

Purpose
Consider adoption of a Resolution which declares to the County of San Diego, the RMWD’s desire to continue participation in the County of San Diego Fire Mitigation Fee Program.

Background
On September 24, 1986, the San Diego County Board of Supervisors adopted the Fire Mitigation Fee Ordinance. The purpose of the ordinance was to create a program that collected and allocated funds to fire agencies in the unincorporated areas of San Diego County for the purpose of providing construction or expansion of capital facilities and acquisition of equipment to serve new public and private developments.

Because fire agencies lack legal authority to impose mitigation fees directly, the County collects a fee from applicants when building permits are issued and then distributes the funds to the fire agencies quarterly.

Discussion
The Fire Mitigation Fee is: 1) Assessed on new construction within the District; 2) Varied depending on type of building and intended use (Attachment 2); and 3) Determined by County Ordinance and are tied to construction cost averages.

The Fire Mitigation Fee is collected by the County and distributed to each of the 25 participating agencies. In order to take advantage of this program; the RMWD Board of Directors must forward a Resolution to the County of San Diego stating the RMWD’s intent to participate.
Fiscal Impact
None. Revenues from the Fire Mitigation Fee program are included in the Adopted FY2020/21 Budget.

Recommendation
District staff respectfully recommends that the Board adopt the attached Resolution to continue RMWD’s participation in the Fire Mitigation Fee Program.

Prepared By: Jeremy Snyder, CAL FIRE Battalion Chief/Ramona District Chief

Submitted by: David Barnum, General Manager

ATTACHMENTS:
Attachment 1 Proposed Resolution Page 3-5
Attachment 2 Fire Mitigation Fee Review Committee Report Page 6-12
RESOLUTION NO. 20-XXXX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RAMONA MUNICIPAL WATER DISTRICT TO PARTICIPATE IN THE SAN DIEGO COUNTY FIRE MITIGATION FEE PROGRAM

WHEREAS, the Ramona Municipal Water District is anticipating that new development will occur within the District which will cause the need for expansion of existing fire protection facilities; and

WHEREAS, the Ramona Municipal Water District is currently participating in the San Diego County’s Fire Mitigation Program; and

WHEREAS, the County of San Diego is empowered to collect mitigation fees from applicants for new development for the purpose of the expansion of fire protection and firefighting facilities and equipment; and

WHEREAS, the County of San Diego has established fee ceilings for types of construction by Chapter 3 of Division 10 of Title 8 (commencing with 810.301) of the San Diego County Code; and

WHEREAS, the County of San Diego has amended Chapter 3, Division 10 of Title 8 of the San Diego County Code of Regulatory Ordinances relating to fire mitigation fees; and

WHEREAS, the Ramona Municipal Water District hereby intends to comply with said amendments to continue to participate in the fire mitigation fee program.

IT IS HEREBY FOUND THAT:

(1) The Ramona Municipal Water District does not have existing facilities which could be used to provide an adequate level of service to new development within the District’s boundaries; and

(2) The Ramona Municipal Water District does not have sufficient funds available to construct additional facilities from fund balances, capital facility funds, property tax sources, or any other appropriate sources; and

(3) The lack of fire protection facilities and equipment to serve new development would create a situation perilous to the public health and safety if fire mitigation fees are not levied within the District; and

(4) The annexation fees and plan check fees charged by the District do not include a payment toward the costs of capital facility and equipment expansion as a component of the fee.
NOW, THEREFORE, BE IT RESOLVED THAT:

(1) The Ramona Municipal Water District requests the County to collect 100% of the ceiling amount of the fire mitigation fee on the District’s behalf from applicants for building permits. This percentage of the ceiling fee is equal to or less than the capital facility expansion needs caused by private or new development.

(2) The fee amounts do not exceed the ceiling for fire mitigation fees established by the San Diego County Board of Supervisors.

(3) Mitigation fees paid under this program will be used to expand the availability of capital facilities and equipment to serve new development.

(4) The District shall place all funds received by the County under this program, and all interest subsequently accrued by the District on these funds, in a separate budget accounting category to be known as the “San Diego County Fire Mitigation Fee”.

(5) The District shall expend funds from said “San Diego County Fire Mitigation Fee” budget accounting category only for the purposes of providing capital facilities and equipment to serve private or new development.

(6) The District shall submit a Fire Mitigation Fee Annual Report, no later than August 29 of each year, to the Administrator. Said report shall include, but not be limited to, the balance in the account at the end of the previous fiscal year, the fee revenue received, the amount and type of expenditures made, and the ending balance in the fund. In addition, the report shall specify the actions the agency plans to take to alleviate the facility and equipment needs caused by new development in a Multi-Year Facilities and Equipment Plan adopted at a noticed public hearing. The agency shall make available, upon request by the Administrator, a copy of its annual audit report.

(7) The District shall make its records available to the public upon request, which justify the basis for the fee amount.

(8) The District shall hold San Diego County harmless for any errors made by the County in collecting and/or transmitting these fees to the District.

(9) The District agrees to a review of revenues and expenditures collected and dispensed pursuant to this resolution each fiscal year by a committee established by the County Board of Supervisors.

(10) The District shall make findings, with respect to any portion of the fee remaining unexpended or uncommitted in its account five or more years after deposit of the fee, to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged. The agency shall refund to the then current record owner or owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fee, and any interest accrued thereon, for which need cannot be demonstrated.
(11) Annually, the Ramona Municipal Water District shall submit a copy of a new Resolution adopted by the Board of Directors making the required findings and setting the percentage of the fire mitigation ceiling requested by the District.

(12) All fees collected pursuant to the San Diego County Fire Mitigation Fee Ordinance shall be used by the District for providing for capital facilities and equipment.

(13) “Facilities and Equipment” means any long-term capital facilities and equipment including station construction, station expansion and fire or emergency medical apparatus used by the Ramona Municipal Water District for suppression or emergency medical services.

BE IT FURTHER RESOLVED that this Resolution 20-XXXX supersedes Resolution No. 19-1537 to participate in the Fire Mitigation Fee Program adopted April 9, 2019.

PASSED AND ADOPTED by the Board of Directors of the Ramona Municipal Water District at a regular Board meeting held on the 14th day of July 2020.

______________________________
Jim Robinson
President, Board of Directors
Ramona Municipal Water District

ATTEST:

________________________________
Jeff Lawler
Secretary, Board of Directors
Ramona Municipal Water District
COUNTY OF SAN DIEGO

San Diego County Fire Authority, PSG

FIRE MITIGATION FEE (FMF) PROGRAM
(SAN DIEGO CODE OF REGULATORY ORDINANCES TITLE 8, DIVISION 10, CHAPTER 3)

COMPREHENSIVE ANNUAL AND FIVE-YEAR MITIGATION FEES REPORT

FISCAL YEAR 2019-2020

Published May 19, 2020
PROGRAM OVERVIEW

The Board of Supervisors established the Fire Mitigation Fee (FMF) Review Committee (Committee) on September 24, 1986. The Committee is charged with annually evaluating the Fire Mitigation Fee Program and ensuring agency compliance with the FMF Ordinance.

The seven-member Committee consists of the following representatives: two fire chiefs, one elected director of a fire district, plus one representative each from the Building Industry Association, the San Diego County Farm Bureau, the County Planning Commission, and the San Diego County Fire Authority (TABLE ONE).

The FMF Review Committee’s annual meeting was held February 20, 2020, with a follow-up meeting on February 28, 2020. The Committee’s review of the program entailed:

- Review of Fiscal Year 2018-19 Annual Reports for all participating agencies, including a review of the Fire Mitigation Fee Revenue, Expenditures, and the Multi-Year Facility and Equipment Plans;
- Annual Evaluation of Fee Ceilings for upcoming Fiscal Year 2020-21; and
- Recommended Amendments to the Fire Mitigation Fee Ordinance.

**TABLE ONE**
Fiscal Year 2019-2020 Membership Roster
Fire Mitigation Fee Review Committee

<table>
<thead>
<tr>
<th>Member Name</th>
<th>Organization Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fred Cox</td>
<td>Fire Chief, Rancho Santa Fe Fire Protection District</td>
</tr>
<tr>
<td>Joe Napier</td>
<td>Fire Chief, Valley Center Fire Protection District</td>
</tr>
<tr>
<td>Ken Munson</td>
<td>Elected Director, North County Fire Protection District</td>
</tr>
<tr>
<td>Hannah Gbeh</td>
<td>San Diego County Farm Bureau</td>
</tr>
<tr>
<td>David Pallinger</td>
<td>San Diego County Planning Commission</td>
</tr>
<tr>
<td>Matt Adams</td>
<td>Building Industry Association of San Diego County</td>
</tr>
<tr>
<td>Liz Johnson</td>
<td>County Service Area No. 135 - San Diego County Fire</td>
</tr>
<tr>
<td>Susan Quasarano*</td>
<td>County Service Area No. 135 - San Diego County Fire</td>
</tr>
</tbody>
</table>

*Resigned from FMF Review Committee effective 2/24/2020*
The primary purpose of Committee review is to ensure proper allocation of fee revenue as outlined in the FMF Ordinance. The Committee reviewed the Annual Reports of all participating agencies regarding FMF revenue, expenditures, and multi-year facility and equipment plans, evaluating any unexpended funds for conformance with the Ordinance.

County records show that $2,114,736.34 in Fire Mitigation Fees was collected during Fiscal Year 2018-19 (TABLE TWO). The Committee reviewed the Multi-Year Facility and Equipment Plans submitted with the Annual Reports. Generally, the Multi-Year Plans gave clear descriptions of the participating agencies’ planned use of fire mitigation fees. The Committee was able to find the proposed expenditures for Fiscal Year 2020-21, included in TABLE THREE, were in compliance with the FMF Ordinance.

RECOMMENDATIONS:

The Committee recommends a finding that the participating fire agencies’ FMF annual reports for Fiscal Year 2018-2019 conform with the FMF Ordinance’s requirements.

**TABLE TWO**

Fiscal Year 2018-2019 Fire Mitigation Fee Revenue Received

<table>
<thead>
<tr>
<th>Fire Agency</th>
<th>Total Distribution Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpine Fire Protection District</td>
<td>$74,514.74</td>
</tr>
<tr>
<td>Bonita-Sunrside Fire Protection District</td>
<td>$21,048.84</td>
</tr>
<tr>
<td>Borrgo Springs Fire Protection District</td>
<td>$1,374.80</td>
</tr>
<tr>
<td>County Service Area No. 115 – Pepper Drive*</td>
<td>$881.44</td>
</tr>
<tr>
<td>County Service Area No. 135 – San Diego County Fire</td>
<td>$158,449.42</td>
</tr>
<tr>
<td>Deer Springs Fire Protection District</td>
<td>$35,646.84</td>
</tr>
<tr>
<td>Julian-Cuyamaca Fire Protection District</td>
<td>$15,426.72</td>
</tr>
<tr>
<td>Lakeside Fire Protection District</td>
<td>$100,911.80</td>
</tr>
<tr>
<td>Mootamai Municipal Water District**</td>
<td></td>
</tr>
<tr>
<td>North County Fire Protection District</td>
<td>$587,046.47</td>
</tr>
<tr>
<td>Pauma Municipal Water District**</td>
<td></td>
</tr>
<tr>
<td>Ramona Municipal Water District</td>
<td>$90,283.49</td>
</tr>
<tr>
<td>Rancho Santa Fe Fire Protection District</td>
<td>$607,202.62</td>
</tr>
<tr>
<td>Rincon Del Diablo Municipal Water District</td>
<td>$67,545.38</td>
</tr>
<tr>
<td>San Marcos Fire Protection District</td>
<td>$14,801.68</td>
</tr>
<tr>
<td>San Miguel Fire Protection District</td>
<td>$176,760.34</td>
</tr>
<tr>
<td>Valley Center Fire Protection District</td>
<td>$93,309.78</td>
</tr>
<tr>
<td>Vista Fire Protection District</td>
<td>$67,706.94</td>
</tr>
<tr>
<td>Yuima Municipal Water District**</td>
<td>$1,825.04</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,114,736.34</strong></td>
</tr>
</tbody>
</table>

* Dissolution of CSA 115 finalized on 11/16/2018
** Divesture of Fire Protection and Emergency Medical Service Powers for Pauma, Yuima and Mootamai Municipal Water Districts finalized on 10/4/2019
<table>
<thead>
<tr>
<th>Fire Agency</th>
<th>Assigned Project No.</th>
<th>Description</th>
<th>Percentage/Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpine Fire Protection District</td>
<td>AFPD-1</td>
<td>Debt Service Buyback – Fire Station Construction</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>Bonita-Sunnyside Fire Protection District</td>
<td>BONITA-2</td>
<td>Debt Service Buyback – Fire Station Construction</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>Borrego Springs Fire Protection District</td>
<td>BORREGO-2</td>
<td>Payment towards new station</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>County Service Area No. 135 – San Diego County Fire</td>
<td>CSA 135-1</td>
<td>Palomar Station renovation and expansion</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>Deer Springs Fire Protection District</td>
<td>DSFPD-1</td>
<td>Debt Service Buyback – Fire Station Construction</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>Lakeside Fire Protection District</td>
<td>LAKESIDE-1</td>
<td>Debt Service Payback - Fire Station Construction and Apparatus</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>North County Fire Protection District</td>
<td>NCFPD-4</td>
<td>Debt Service Payback – Fire Station 4</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td></td>
<td>NCFPD-7</td>
<td>Debt Service Payback – Prior Fire Station and Apparatus</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>Ramona Municipal Water District</td>
<td>RMWD-1</td>
<td>Fire Station Expansion</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td></td>
<td>RMWD-2</td>
<td>New Fire Station and Equipment</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td>Rancho Santa Fe Fire Protection District</td>
<td>RSFFPD-18</td>
<td>Harmony Grove Fueling Station</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td></td>
<td>RSFFPD-19</td>
<td>Harmony Grove Emergency Generator</td>
<td>100% Income from FMF Fees Collected</td>
</tr>
<tr>
<td></td>
<td>RSFFPD-20</td>
<td>Increase to PY approved Fire Station 5 project of $1,445,000 to $2,000,000 due to cost increases.</td>
<td>$ 555,000</td>
</tr>
<tr>
<td></td>
<td>RSFFPD-22</td>
<td>New Printer/Plotter/Scanner due to increased workload on existing equipment. Total cost $46,154.</td>
<td>$ 30,000</td>
</tr>
<tr>
<td></td>
<td>RSFFPD-23</td>
<td>Updating fire prevention software due to increased volume. Total $47,059 - 85% requested.</td>
<td>$ 40,000</td>
</tr>
<tr>
<td></td>
<td>RSFFPD-24</td>
<td>New fire prevention vehicle for inspections on new construction. Total $70,588 - 85% requested.</td>
<td>$ 60,000</td>
</tr>
<tr>
<td></td>
<td>RSFFPD-25</td>
<td>FY20/21: Training Tower Improvements due to staff increase. Total cost $176,471 - 50% requested.</td>
<td>$ 88,236</td>
</tr>
<tr>
<td>Agency</td>
<td>Project Code</td>
<td>Description</td>
<td>Funding Percentage</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>--------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Rincon Del Diablo Municipal Water District</td>
<td>RDD MWD</td>
<td>New Project Saving</td>
<td>100%</td>
</tr>
<tr>
<td>San Marcos Fire Protection District</td>
<td>SAN MARCOS-1</td>
<td>Debt Service Buyback</td>
<td>100%</td>
</tr>
<tr>
<td>San Miguel Fire Protection District</td>
<td>SAN MIGUEL-1</td>
<td>Debt Service Buyback</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>SAN MIGUEL-2</td>
<td>Station 19 Reallocation</td>
<td>100%</td>
</tr>
<tr>
<td>Valley Center Fire Protection District</td>
<td>VALLEY-5</td>
<td>Station #3 Construction - to start in FY20/21</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>VALLEY-9</td>
<td>NextGen Radio System Equipment</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>VALLEY-10</td>
<td>Additional SCBA units to prior approved project due to higher than expected growth. Prior approval 75% of $126,000 or $94,500. New proposal to increase project to $232,000 with 75% funded, totaling of $174,000 in FMF.</td>
<td>$ 79,500</td>
</tr>
<tr>
<td></td>
<td>VALLEY-11</td>
<td>Debt Service - Apparatus</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>VALLEY-14</td>
<td>Debt Service - Fire Station Land Purchase</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>VALLEY-15</td>
<td>Fire Station Design and Build</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>VALLEY-18</td>
<td>New Fully Equipped Type I - to start in FY20/21</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>VALLEY-19</td>
<td>New Security systems for all fire stations to prevent increased crime resulting from increased community growth. $60,000 total - 75% requested.</td>
<td>$ 45,000</td>
</tr>
<tr>
<td></td>
<td>VALLEY-20</td>
<td>FY21/22: New Cardiac Monitor Defibrillators to expand ALS &amp; BLS systems to growing communities. Total $67,500 - 67%.</td>
<td>$ 45,000</td>
</tr>
<tr>
<td>Vista Fire Protection District</td>
<td>VISTA-2</td>
<td>Build New Fire Station</td>
<td>100%</td>
</tr>
</tbody>
</table>
FIVE-YEAR COMPREHENSIVE EVALUATION OF FMF CEILING

The formula for calculating the FMF ceiling is determined by dividing the average cost of constructing a fully equipped fire station within the unincorporated portion of the County of San Diego by the average square footage of structures served by this average fire station (Section 810.309(a) of the San Diego County Code of Regulatory Ordinances).

TABLE FOUR
Fiscal Year 2020-2021 Proposed Fee Ceiling

<table>
<thead>
<tr>
<th>FIRE MITIGATION FEE FORMULA &amp; FEE CEILING CALCULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling Units¹</td>
</tr>
<tr>
<td>Fire Stations²</td>
</tr>
<tr>
<td>Dwelling Units per Fire Station</td>
</tr>
<tr>
<td>Construction Cost per Station³</td>
</tr>
<tr>
<td>Dwelling Units per Station</td>
</tr>
<tr>
<td>Cost per Dwelling Unit</td>
</tr>
<tr>
<td>Cost per Dwelling Unit</td>
</tr>
<tr>
<td>Ave. Sq. Ft. per Dwelling Unit</td>
</tr>
<tr>
<td>Cost per Square Foot</td>
</tr>
<tr>
<td>Percent Increase from FY19-20</td>
</tr>
</tbody>
</table>

(1) 2019 ESRI Data; Total dwelling units for unincorporated San Diego County
(2) 2019 SANGIS Data; includes all County and FPD fire stations that fall within the unincorporated San Diego County
(3) Average size of 18 County fire stations: 5,600 sq ft
(4) 2010 Census Data- Average sq. ft. of new single-family houses in western portion of United States

RECOMMENDATIONS:

Based upon an analysis of the costs of construction as required under Section 810.310(a) of the Fire Mitigation Fee Ordinance (TABLE FOUR), the Committee proposes the following:

• General Building Fee increase of $0.17, from $0.58 per square foot to $0.75 per square foot.

• No change in the per-square foot fee for Agriculture Buildings with or without sprinklers or the Poultry/Greenhouse fee.

Proposed Fire Mitigation Fees: The proposed Fire Mitigation Fees to become effective July 1, 2020 for the 14 participating agencies are included in TABLE FIVE of the Report.
The Committee will conduct a review of the fee calculation stipulated in the Ordinance, to include, but not limited to the following topics:

- Type of Development (e.g., residential, commercial, industrial, multi-residential, agricultural)
- Usage Type (e.g., non-fire rated, fire resistive construction, fire sprinklered, agricultural)
- Modern Fire Station Design (e.g., industry standards, size, materials, construction cost)

### TABLE FIVE

**Fiscal Year 2020-2021 Proposed FMF Fee Rates per Development Type**
*(assessed per square foot of floor area per building)*

<table>
<thead>
<tr>
<th>Fire Agency</th>
<th>General Building</th>
<th>Agricultural Buildings w/o Sprinklers*</th>
<th>Agricultural Buildings w Sprinklers*</th>
<th>Greenhouse and Poultry House*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeside Fire Protection District</td>
<td>$ 0.58</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>North County Fire Protection District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>Ramona Municipal Water District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>Rancho Santa Fe Fire Protection District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>Rincon Del Diablo Municipal Water District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>San Marcos Fire Protection District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>San Miguel Fire Protection District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>Valley Center Fire Protection District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
<tr>
<td>Vista Fire Protection District</td>
<td>$ 0.75</td>
<td>$ 0.16</td>
<td>$ 0.02</td>
<td>$ 0.01</td>
</tr>
</tbody>
</table>

*Agricultural building as defined by the Uniform Building Code.*
RE: DISCUSSION AND POSSIBLE ACTION TO APPROVE ANNEXATION OF PROPERTY WITH ASSESSOR PARCEL NUMBER 284-222-24-00 INTO THE SANTA MARIA SEWER SERVICE AREA

Members of the Board:

Purpose
To obtain Board consideration of accepting the pre-annexation agreement and adoption of Resolution that approves annexation of Assessor Parcel Number (APN) 284-222-24-00 into the Santa Maria Sewer Service Area (SMSSA).

Background
The owners of the parcel have been experiencing issues with their septic system and would like to connect and discharge into the existing sewer system before their septic system fails. There is an existing sewer main in front of their parcel on G Street, allowing connection.

APN 284-222-24-00 is currently located within the Activated Sewer Powers Area (ASPA), but outside the SMSSA. Before allowing connection into the sewer system, annexation of the property into the SMSSA is required.

Legislative Code Section 7.60 “Service Area Expansion and Annexation” requires completion of a sewer system evaluation and preparation/execution by the owners of a pre-annexation agreement, before submitting an annexation request to the Board.

A sewer system evaluation has been completed for the project and the owners have submitted the executed pre-annexation agreement.

Discussion
To allow connection to the sewer system, the parcel needs to be included in the SMSSA. The next step in the process is to annex the parcel into the SMSSA.

The following summarizes the conditions associated with the pre-annexation:

• Pre-Annexation agreement has been executed.
• Owner to pay all fees associated with RMWD staff preparation of the sewer system evaluation and pre-annexation agreement. Considering that the proposed project is ongoing, the owners have funded a private project with a deposit.

• Accept condition to construct collection facilities. Owners will be required to install a sewer service lateral to connect into the existing sewer main.

• Accept the condition that owner shall pay all applicable sewer capacity charges before sewer service connection will be permitted at the then-current capacity charge rate.

**Fiscal Impact**
None. All pre-annexation activities are funded entirely by the owners at no cost to the District.

**Recommendation**
Staff respectfully recommends that the Board authorize annexation of APN 284-222-24-00 into the SMSSA and adopt the proposed Resolution of annexation.

Prepared by:    Ricardo Soto, P.E.
Prepared by:    D. Michael Metts, P.E., District Engineer
Submitted by:   David Barnum, General Manager

**ATTACHMENTS:**
Attachment 1:   Proposed Resolution   F.3. Pages 3-16
RESOLUTION NO. 20-XXXX

RESOLUTION OF THE RAMONA MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS APPROVING ANNEXATION OF APN 284-222-24-00 INTO THE SANTA MARIA SEWER SERVICE AREA

WHEREAS, Gerald and Gima P. Olesky, property owners, have requested that the land described as APN 284-222-24-00 be annexed to the Santa Maria Sewer Service Area (SMSSA).

WHEREAS, the Board of Directors of the Ramona Municipal Water District (RMWD) desires to consider the annexation of said property to the SMSSA; and

WHEREAS, the applicants executed a Pre-Annexation Agreement committing to pay for all system improvements, fees and other expenses incurred by the District, the Board of Directors of the RMWD shall consider a resolution approving the annexation, and further finding the annexation exempt from the California Environmental Quality Act pursuant to CEQA Guideline 15319 (b) and 15303.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the RAMONA MUNICIPAL WATER DISTRICT as follows:

1) All of the Recitals set forth above are true.

2) The Board accepts the pre-annexation agreement for APN 284-222-24-00.

3) This annexation shall become effective immediately upon the execution of the Pre-Annexation Agreement by the Ramona Municipal Water District, payment of fees per Legislative Code Section 7.60 and the adoption of this resolution.

4) The Board of Directors finds that the annexation of APN 284-222-24-00 into the Santa Maria Sewer Service Area is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guideline 15319 (b) and 15303.

PASSED, APPROVED AND ADOPTED at a regular Board meeting of the Board of Directors of the Ramona Municipal Water District held on the 14th day of July, 2020.

___________________________________
Jim Robinson
President, Board of Directors
Ramona Municipal Water District

ATTEST:
Jeff Lawler
Secretary, Board of Directors
Ramona Municipal Water District
RECORDING REQUESTED BY:
Ramona Municipal Water District

AND WHEN RECORDED MAIL TO:
Ramona Municipal Water District
105 Earlam St.
Ramona, CA 92065
Attention: Engineering

(Space above line for County Recorders use only)
No filing fees required; this document is exempt from filing fees pursuant to Government Code Section 6103

PRE-ANNEXATION AGREEMENT
FOR SEWER SERVICE BETWEEN
RAMONA MUNICIPAL WATER DISTRICT
AND
GERALD & GIMA P. OLESKY
FOR APN 284-222-24-00

This Agreement is made and entered into as of July 9, 2020 ("Effective Date") by and between the RAMONA MUNICIPAL WATER DISTRICT ("RMWD"), organized and existing pursuant to the Municipal Water District Law of 1911, Water Code Section 71000 et seq. and Gerald & Gima P. Olesky ("referred to [jointly] herein as Owner").

RECITALS

A. Owner represents and warrants that it has legal title to that property proposed for development described in Exhibit "A" attached hereto and incorporated herein by reference ("Project"). The property is located outside of the RMWD’s Santa María Sewer Service Area ("SMSSA") and within the Activated Latent Sewer Powers Area of the RMWD.

B. Owner has requested that the RMWD provide sewer service to the Project, and the RMWD desires and intends to grant Owner’s request on condition that Owner enters into this Agreement with the RMWD.

C. This Agreement between the RMWD and Owner is entered into to provide an understanding of the terms and conditions with which Owner must comply, prior to and following the Board’s approval of the annexation into the SMSSA.

AGREEMENT

1. Term. The term of this Agreement shall be from Effective Date until either party terminates this Agreement pursuant to Section 4.

Page 1 of 10
2. **Annexation into Santa Maria Sewer Service Area**

   a. Owner will provide a plat map and legal description in metes and bounds of the area to be annexed, signed and stamped by a licensed land surveyor or appropriate professional engineer.

   b. Owner will also pay for all application and administrative costs incurred by the RMWD including any fees charged by LAFCO or other governmental entities.

3. **Agreement to Provide Sewer Service.** The RMWD agrees to provide sewer service to the Project, and Owner agrees to accept and pay for such service subject to the terms and conditions of this Agreement, and all applicable provisions of the RMWD’s Legislative Code in effect at the time the service is provided. The terms and conditions set forth herein are subject to revision in the RMWD’s sole discretion. The Owner shall execute all required agreements, applications and pay applicable fees and deposits as contemplated herein and construct facilities as identified in the Sewer System Evaluation (dated 06/30/2020) completed for the project (Job Order 20027-2) and as shown on Exhibit “B”.

   a. RMWD and Owner mutually understand, acknowledge and agree that Owner will pay a deposit for evaluation and annexation of the Project in effect at the time of annexation to the SMSSA.

   b. As a condition of the provision of sewer service to the Project, the Owner shall construct the facilities described in Exhibit “B,” attached hereto and incorporated herein.

   c. RMWD also has placed the following conditions on providing sewer service to this project:

      (i) The RMWD has determined that, at the time of the drafting of this Agreement, the RMWD’s existing sewer mains are adequate to serve the Project, based on current flow per EDU data and requested EDU’s.

      (ii) Notwithstanding subsection (i) above, the RMWD, in its sole discretion, may determine that the Santa Maria Wastewater Treatment Plant requires expansion prior to connection. If the RMWD, in its sole discretion determines that expansion is required, it may elect that no connection will be permitted until the expansion is completed.

      (iii) Notwithstanding subsection (i) above, secondary effluent is transported to the tertiary treatment facilities and disposal site through a 14-inch effluent main. The RMWD has determined that there is limited capacity remaining in the effluent main, and depending on the time at which connection is requested, the RMWD may not permit connection until the main is upsized to accommodate new connections to the sewer system.

      (iv) Notwithstanding subsection (i) above, the RMWD disposes of effluent by means of the spray fields at Rangeland Road and seasonally stored in wet weather storage ponds. The RMWD has determined that there is limited capacity in the spray fields. As such, the availability of the spray fields will be evaluated by the RMWD at the time that connection to the RMWD’s system is sought. The RMWD, in its sole discretion, may not permit connection until additional spray fields are acquired.
(v) Notwithstanding subsection (i) above, the RMWD disposes of effluent by means of the spray fields at Rangeland Road and seasonally stored in wet weather storage ponds. The RMWD has determined that there is limited capacity in wet weather storage ponds. As such, the availability of the wet weather storage ponds will be evaluated by the RMWD at the time that connection to the RMWD’s system is sought. The RMWD, in its sole discretion, may not permit connection until additional wet weather storage is constructed.

(vi) Should Owner desire additional connections, increased EDUs, the Owner hereby acknowledges that the RMWD, in its sole discretion, may not permit additional connection until additional sewer plant and systems are constructed or agrees to pay for any capital costs associated with constructing plant and systems which may be required before additional connections and/or EDUs are allowed. If the Owner constructs required sewer plant and systems the Owner may, at its option, execute a reimbursement agreement with the RMWD to be reimbursed for new connections to the constructed plant and systems.

(vii) Owner agrees and acknowledges that any costs, fees or other expenses associated with Project environmental compliance and/or documentation for any facilities constructed for the Owner’s Project shall be borne by the Owner. Owner also agrees to reimburse the RMWD for any costs incurred by the RMWD related to environmental compliance and/or documentation for any such facilities.

d. Owner will connect to the RMWD’s existing sewer collection system, and agrees to pay all standard fees, reimbursement fees, deposits and charges for sewer connection, including but not limited to the purchase of EDUs, in effect at the time of connection to the SMSSA or at the time additional EDUs are requested or determined to be required by the RMWD.

(i) The Project as currently planned requires the construction of sewer facilities as identified in the Sewer System Evaluation (dated 06/30/2020) completed for the project (Job Order 20027-2) and as shown on Exhibit “B”. The detailed report is available at the RMWD office located at 105 Earlham Road, Ramona, CA 92065.

e. Owner agrees to pay all service related fees, charges or rates associated with receiving the RMWD’s sewer services, as may be amended from time to time by the RMWD’s Board of Directors.

(i) The Owner also acknowledges that pursuant to the provisions set forth in California Constitution Article XIIIID, Section 5(b), that this Agreement represents consent of the Owner that the property to be annexed shall be subject to all service related fees, charges, rates, assessments and taxes after annexation thereof for the purposes of the SMSSA including the payment of the principal and interest on bonds and other obligations of the Sewer Service Area authorized and/or outstanding at the time of annexation, in the same manner as if the annexed property had always been a part of the SMSSA.

4. **Termination.** Except as otherwise required by law, this Agreement may be terminated by either party upon written notice given at least three hundred and sixty-five (365) days in advance. If annexation has occurred the RMWD will rescind the annexation and all cost for termination shall be paid by the Owner and no fees shall be refunded.
5. **Recordation.** RMWD shall cause this Pre-Annexation Agreement to be recorded with the San Diego County Recorder’s Office.

6. **Covenant Running With the Land.** This Agreement shall be binding upon and shall inure to the benefit of the parties, and their assigns, agents, servants, employees and successors in interest, including, but not limited to, any person or entity claiming title through Owner to all or any portion of the real property comprising the Project. The RMWD and Owner intend that the benefits and burdens described herein constitute covenants running with the land for the benefit of Owner’s property.

7. **Authorization to Execute.** The signatories to this Agreement warrant that they have been lawfully authorized by their respective parties to execute this Agreement on their behalf. Upon request, Owner shall deliver to the RMWD copies of all applicable bylaws, resolutions, or other documents evidencing the signatory’s legal authority to execute this Agreement on behalf of the RMWD.

8. **Indemnification.** Owner agrees to defend, indemnify and hold the RMWD, its directors, officers, agents and employees free and harmless from and against any and all claims, causes of action, judgments, damages, liability, losses, costs or expenses, including reasonable attorneys’ fees, brought against the RMWD or suffered or incurred by the RMWD, arising out of or connected with the RMWD’s entry into this Agreement, to the extent that such claims, losses, damages or causes of action are related to or based upon actions of Owner, its directors, officers, agents or employees.

9. **Laws, Venue, and Attorneys’ Fees.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state of federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys’ fees, as determined by the court.

10. **Notices.** All notices or instruments required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

    **RMWD:**
    Ramona Municipal Water District  
    105 Earlham St.  
    Ramona, CA 92065  
    Attn: General Manager

    **OWNER:**
    Gerald & Gima P. Olesky  
    418 G Street  
    Ramona, CA 92065

and shall be effective upon receipt thereof.
11. **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

12. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original.

13. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Owner without the prior written consent of the RMWD.

14. **Further Acts.** The parties agree to execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

15. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

16. **Amendment, Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

17. **Board Approval.** Any actual provision of sewer service to the Project shall be contingent upon approval by the RMWD Board approval of the annexation into the SMSSA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RMWD:

By: ____________________________
    David Barnum
    General Manager

OWNERS:

By: ____________________________
    Gerald Olesky

By: ____________________________
    Gina P. Olesky

see attached “California All Purpose Acknowledgement”
WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

Gerald Olesky and Gima Pimentel Olesky
418 G Street
Ramona, CA 92065

APN: 284-222-24-00
TITLE ORDER NO.: 00389207-995-CC1
ESCROW NO.: 8302-KT

GRANT DEED

The undersigned Grantor(s) declare(s) that the DOCUMENTARY TRANSFER TAX IS: $ 482.90 County XX computed on the full value of the interest of property conveyed, or ___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. ___ OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Susan L. Twombly, as Trustee(s) of the Twombly Survivor’s Trust dated March 20, 2002

HEREBY GRANT(S) to Gerald Olesky and Gima P. Olesky, husband and wife as Joint Tenants

All that real property situated in the Unincorporated area of Ramona, County of San Diego, State of California, described as:
See Exhibit “A” attached hereto and made a part hereof.

Commonly Known As: 418 G Street, Ramona, CA 92065

April 21, 2016

MAIL TAX STATEMENTS AS DIRECTED ABOVE
Twombly Survivor's Trust dated March 20, 2002

By: Susan L. Twombly, Trustee

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

STATE OF CALIFORNIA
COUNTY OF San Diego

On 4-20-2016, before me, Nicole Pfeiffer, a Notary Public personally appeared Susan L. Twombly who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Nicole Pfeiffer

(SEAL)

NICOLE PFEIFFER
Commission 2091245
Notary Public - California
San Diego County
EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 2 of Parcel Map No. 2426, said Parcel Map being a Survey of the Northeasterly half of Block 130 of Ramona, in the County of San Diego, State of California, according to Map thereof No. 643, filed in the Office of the County Recorder of San Diego County, October 15, 1980.

APN: 284-222-24-00
EXHIBIT "B"

SUMMARY OF FACILITIES REQUIRED TO SERVE APN 284-222-24-00
The applicant for sewer service is required to:

1. Submit a letter to the District Engineer requesting to approach the RMWD Board of Directors to annex into the Santa Maria Sewer Service Area. Letter should include the reason for the request and a plat and legal description of the parcel.

2. Execute a pre-annexation agreement.

3. Prepare and submit sewer improvement plans for the sewer service lateral for review along with a $1,000 deposit for plan check.

4. Pay the Santa Maria Sewer Capacity Charge in the amount of $15,379.09 on the 1.0 EDU required for the existing single family residence.

5. Pay the pro-rated Santa Maria sewer service charges on the 1.0 EDU required. The first year of service is paid on a prorated basis depending on the time of application. The current annual Santa Maria sewer service charge is $805.46 per EDU.

6. Execute a Dedication Agreement and retain the services of a qualified contractor to complete construction of the sewer lateral as shown on the approved plans.

7. Execute required agreements, applications, and pay appropriate fees and deposits as specified in the legislative code in effect at the time of application for service.

8. Conditions are subject to change based on code and system changes. In any case, these conditions shall be re-evaluated after two years.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of San Diego

On July 9, 2020 before me, Stacey Ralston, Notary Public, personally appeared Gerald + Gima P. Olesky

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

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

WITNESS my hand and official seal.

Signature of Notary Public

--- OPTIONAL ---

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of document Pre-Annexation Agreement

Document Date: July 9, 2020 Number of Pages 10

Signer(s) Other Than Named Above: David Barnum

Capacity (ies) Claimed by Signer

Signer’s Name David Barnum Sr

☐ Individual  ☐ Corporate Office – Title
☐ Other

Right Thumbprint of Signer
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California  
County of San Diego  

On __________________________ before me, Stacey Ralston, Notary Public, personally appeared ______________________________________

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

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

WITNESS my hand and official seal.

__________________________________________________________________________________________

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of document ________________________________________________________________

Document Date: ___________________________ Number of Pages ________________________________

Signer(s) Other Than Named Above: _______________________________________________________

Capacity (ies) Claimed by Signer

Signer’s Name ____________________________________________

☑ Individual
☐ Corporate Office – Title _________________________________
☐ Other _________________________________________________

Right Thumbprint of Signer
EXHIBIT A
EXISTING SEWER FACILITIES
(APN: 284-222-24-00)

8-in Sewer Main
RE: DISCUSSION AND POSSIBLE ACTION TO APPROVE ANNEXATION OF PROPERTIES WITH ASSESSOR PARCEL NUMBERS 282-160-42-00 AND 282-170-02-00 INTO THE SANTA MARIA SEWER SERVICE AREA

Members of the Board:

Purpose
To obtain Board consideration of accepting the pre-annexation agreements and adoption of Resolution that approves annexation of Assessor Parcel Numbers (APN) 282-160-42-00 and 282-170-02-00 into the Santa Maria Sewer Service Area (SMSSA).

Background
The owner of the parcels is proposing to develop two residential parcels, with connection and discharge of wastewater into the existing sewer system. There is an existing sewer main on Sawday Street, in the vicinity of the subject parcels but not directly adjacent to the parcels.

The two parcels are currently located within the Activated Sewer Powers Area (ASPA), but outside the SMSSA. Before providing service through the sewer system, annexation of the two parcels to the SMSSA is required.

Legislative Code Section 7.60 “Service Area Expansion and Annexation” requires completion of a sewer system evaluation and preparation/execution by the owners of a pre-annexation agreement, before submitting an annexation request to the Board.

A sewer system evaluation has been completed for the project and the owner submitted the executed pre-annexation agreements, one for each parcel.

Discussion
To allow connection to the sewer system, the parcels needs to be annexed into the SMSSA. The next step in the process is annexation approval by the Board of Directors. The following summarizes the conditions of pre-annexation:

- Pre-Annexation agreements have been executed for each parcel.
• Owner to pay all fees associated with RMWD staff preparation of the sewer system evaluation and pre-annexation agreements. As project is ongoing, the owner has funded a private project with a deposit.

• Accept condition to construct collection facilities. Owner will be required to design and construct a sewer main extension to connect into the existing sewer main.

• Accept the condition that owner shall pay all applicable sewer capacity charges before sewer service connection will be permitted at the then current capacity charge rate.

Fiscal Impact
None. All pre-annexation activities are funded entirely by the owner at no cost to the District.

Recommendation
Staff respectfully recommends that the Board authorize annexation of APNs 282-160-42-00 and 282-170-02-00 into the SMSSA and adopt the proposed Resolution of annexation.

Prepared by: Ricardo Soto, P.E.
Prepared by: D. Michael Metts, P.E., District Engineer
Submitted by: David Barnum, General Manager

ATTACHMENTS:
Attachment 1: Proposed Resolution
RESOLUTION NO. 20-XXXX

RESOLUTION OF THE RAMONA MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS APPROVING ANNEXATION OF APNs 282-160-42-00 AND 282-170-02-00 INTO THE SANTA MARIA SEWER SERVICE AREA

WHEREAS, Satirasi LLC, a property owner, has requested that the land described as APN 282-160-42-00 and 282-170-02-00 be annexed to the Santa Maria Sewer Service Area (SMSSA).

WHEREAS, the Board of Directors of the Ramona Municipal Water District (RMWD) desires to consider the annexation of said property to the SMSSA; and

WHEREAS, the applicant executed a Pre-Annexation Agreement committing to pay for all system improvements, fees and other expenses incurred by the District, the Board of Directors of the RMWD shall consider a resolution approving the annexation, and further finding the annexation exempt from the California Environmental Quality Act pursuant to CEQA Guideline 15319 (b) and 15303.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the RAMONA MUNICIPAL WATER DISTRICT as follows:

1) All of the Recitals set forth above are true.

2) The Board accepts the pre-annexation agreement for APN 282-160-42-00 and 282-170-02-00.

3) This annexation shall become effective immediately upon the execution of the Pre-Annexation Agreement by the Ramona Municipal Water District, payment of fees per Legislative Code Section 7.60 and the adoption of this resolution.

4) The Board of Directors finds that the annexation of APNs 282-160-42-00 and 282-170-02-00 into the Santa Maria Sewer Service Area is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guideline 15319 (b) and 15303.

PASSED, APPROVED AND ADOPTED at a regular Board meeting of the Board of Directors of the Ramona Municipal Water District held on the 14th day of July, 2020.

___________________________________
Jim Robinson
President, Board of Directors
Ramona Municipal Water District

ATTEST:
Jeff Lawler
Secretary, Board of Directors
Ramona Municipal Water District
RECORDING REQUESTED BY:
Ramona Municipal Water District

AND WHEN RECORDED MAIL TO:
Ramona Municipal Water District
105 Earlham St.
Ramona, CA 92065
Attention: Engineering

No filing fees required; this document is exempt from filing fees pursuant to Government Code Section 6103

PRE-ANNEXATION AGREEMENT
FOR SEWER SERVICE BETWEEN
RAMONA MUNICIPAL WATER DISTRICT
AND
Satirasi LLC
FOR APN 282-170-02-00

This Agreement is made and entered into as of 1-2-2020
("Effective Date") by and between the RAMONA MUNICIPAL WATER DISTRICT
("RMWD"), organized and existing pursuant to the Municipal Water District Law of 1911,
Water Code Section 71000 et seq. and Satirasi LLC ("referred to [jointly] herein as Owner").

RECITALS

A. Owner represents and warrants that it has legal title to that property proposed for
development described in Exhibit "A" attached hereto and incorporated herein by reference
("Project"). The property is located outside of the RMWD's Santa Maria Sewer Service Area
("SMSSA") and within the Activated Latent Sewer Powers Area of the RMWD.

B. Owner has requested that the RMWD provide sewer service to the Project, and the
RMWD desires and intends to grant Owner's request on condition that Owner enters into this
Agreement with the RMWD.

C. This Agreement between the RMWD and Owner is entered into to provide an
understanding of the terms and conditions with which Owner must comply, prior to and
following the Board's approval of the annexation into the SMSSA.

AGREEMENT

1. Term. The term of this Agreement shall be from Effective Date until
either party terminates this Agreement pursuant to Section 4.
2. **Annexation into Santa Maria Sewer Service Area**

   a. Owner will provide a plat map and legal description in metes and bounds of the area to be annexed, signed and stamped by a licensed land surveyor or appropriate professional engineer.

   b. Owner will also pay for all application and administrative costs incurred by the RMWD including any fees charged by LAFCO or other governmental entities.

3. **Agreement to Provide Sewer Service.** The RMWD agrees to provide sewer service to the Project, and Owner agrees to accept and pay for such service subject to the terms and conditions of this Agreement, and all applicable provisions of the RMWD’s Legislative Code in effect at the time the service is provided. The terms and conditions set forth herein are subject to revision in the RMWD’s sole discretion. The Owner shall execute all required agreements, applications and pay applicable fees and deposits as contemplated herein and construct facilities as identified in the Sewer System Evaluation (dated 06/30/2020) completed for the project (Job Order 20029-2) and as shown on Exhibit “B”.

   a. RM WD and Owner mutually understand, acknowledge and agree that Owner will pay a deposit for evaluation and annexation of the Project in effect at the time of annexation to the SMSSA.

   b. As a condition of the provision of sewer service to the Project, the Owner shall construct the facilities described in Exhibit “B,” attached hereto and incorporated herein.

   c. RMWD also has placed the following conditions on providing sewer service to this project:

      (i) The RMWD has determined that, at the time of the drafting of this Agreement, the RMWD’s existing sewer mains are adequate to serve the Project, based on current flow per EDU data and requested EDU’s.

      (ii) Notwithstanding subsection (i) above, the RMWD, in its sole discretion, may determine that the Santa Maria Wastewater Treatment Plant requires expansion prior to connection. If the RMWD, in its sole discretion determines that expansion is required, it may elect that no connection will be permitted until the expansion is completed.

      (iii) Notwithstanding subsection (i) above, secondary effluent is transported to the tertiary treatment facilities and disposal site through a 14-inch effluent main. The RMWD has determined that there is limited capacity remaining in the effluent main, and depending on the time at which connection is requested, the RMWD may not permit connection until the main is upsized to accommodate new connections to the sewer system.

      (iv) Notwithstanding subsection (i) above, the RMWD disposes of effluent by means of the spray fields at Rangeland Road and seasonally stored in wet weather storage ponds. The RMWD has determined that there is limited capacity in the spray fields. As such, the availability of the spray fields will be evaluated by the RMWD at the time that connection to the RMWD’s system is sought. The RMWD, in its sole discretion, may not permit connection until additional spray fields are acquired.
(v) Notwithstanding subsection (i) above, the RMWD disposes of effluent by means of the spray fields at Rangeland Road and seasonally stored in wet weather storage ponds. The RMWD has determined that there is limited capacity in wet weather storage ponds. As such, the availability of the wet weather storage ponds will be evaluated by the RMWD at the time that connection to the RMWD’s system is sought. The RMWD, in its sole discretion, may not permit connection until additional wet weather storage is constructed.

(vi) Should Owner desire additional connections, increased EDUs, the Owner hereby acknowledges that the RMWD, in its sole discretion, may not permit additional connection until additional sewer plant and systems are constructed or agrees to pay for any capital costs associated with constructing plant and systems which may be required before additional connections and/or EDUs are allowed. If the Owner constructs required sewer plant and systems the Owner may, at its option, execute a reimbursement agreement with the RMWD to be reimbursed for new connections to the constructed plant and systems.

(vii) Owner agrees and acknowledges that any costs, fees or other expenses associated with Project environmental compliance and/or documentation for any facilities constructed for the Owner’s Project shall be borne by the Owner. Owner also agrees to reimburse the RMWD for any costs incurred by the RMWD related to environmental compliance and/or documentation for any such facilities.

d. Owner will connect to the RMWD’s existing sewer collection system, and agrees to pay all standard fees, reimbursement fees, deposits and charges for sewer connection, including but not limited to the purchase of EDUs, in effect at the time of connection to the SMSSA or at the time additional EDUs are requested or determined to be required by the RMWD.

(i) The Project as currently planned requires the construction of sewer facilities as identified in the Sewer System Evaluation (dated 06/30/2020) completed for the project (Job Order 20029-2) and as shown on Exhibit “B”. The detailed report is available at the RMWD office located at 105 Earlham Road, Ramona, CA 92065.

e. Owner agrees to pay all service related fees, charges or rates associated with receiving the RMWD’s sewer services, as may be amended from time to time by the RMWD’s Board of Directors.

(i) The Owner also acknowledges that pursuant to the provisions set forth in California Constitution Article XIIIID, Section 5(b), that this Agreement represents consent of the Owner that the property to be annexed shall be subject to all service related fees, charges, rates, assessments and taxes after annexation thereof for the purposes of the SMSSA including the payment of the principal and interest on bonds and other obligations of the Sewer Service Area authorized and/or outstanding at the time of annexation, in the same manner as if the annexed property had always been a part of the SMSSA.

4. Termination. Except as otherwise required by law, this Agreement may be terminated by either party upon written notice given at least three hundred and sixty-five (365) days in advance. If annexation has occurred the RMWD will rescind the annexation and all cost for termination shall be paid by the Owner and no fees shall be refunded.
5. **Recordation.** RMWD shall cause this Pre-Annexation Agreement to be recorded with the San Diego County Recorder’s Office.

6. **Covenant Running With the Land.** This Agreement shall be binding upon and shall inure to the benefit of the parties, and their assigns, agents, servants, employees and successors in interest, including, but not limited to, any person or entity claiming title through Owner to all or any portion of the real property comprising the Project. The RMWD and Owner intend that the benefits and burdens described herein constitute covenants running with the land for the benefit of Owner’s property.

7. **Authorization to Execute.** The signatories to this Agreement warrant that they have been lawfully authorized by their respective parties to execute this Agreement on their behalf. Upon request, Owner shall deliver to the RMWD copies of all applicable bylaws, resolutions, or other documents evidencing the signatory’s legal authority to execute this Agreement on behalf of the RMWD.

8. **Indemnification.** Owner agrees to defend, indemnify and hold the RMWD, its directors, officers, agents and employees free and harmless from and against any and all claims, causes of action, judgments, damages, liability, losses, costs or expenses, including reasonable attorneys’ fees, brought against the RMWD or suffered or incurred by the RMWD, arising out of or connected with the RMWD’s entry into this Agreement, to the extent that such claims, losses, damages or causes of action are related to or based upon actions of Owner, its directors, officers, agents or employees.

9. **Laws, Venue, and Attorneys’ Fees.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state of federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys’ fees, as determined by the court.

10. **Notices.** All notices or instruments required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:
RMWD:

Ramona Municipal Water District
105 Earlham St.
Ramona, CA 92065
Attn: General Manager

OWNER:

Satirasi LLC
4475 Mission Blvd. Suite 245
San Diego Ca 92109

and shall be effective upon receipt thereof.

11. **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

12. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original.

13. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Owner without the prior written consent of the RMWD.

14. **Further Acts.** The parties agree to execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

15. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

16. **Amendment, Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

17. **Board Approval.** Any actual provision of sewer service to the Project shall be contingent upon approval by the RMWD Board approval of the annexation into the SMSSA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RMWD:

By: ____________________________
    David Barnum
    General Manager

OWNER:

By: ____________________________
    Alfredo Gallone, Manager

see attached “California All Purpose Acknowledgement”
EXHIBIT "A"

PARCEL 1:

THE NORTHERLY 135.00 FEET OF THE SOUTHERLY 975.00 FEET OF THE WESTERLY 355.00 FEET OF THE EASTERLY 1420.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN RANCHO SANTA MARIA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 863, FILED IN THE COUNTY RECORDER’S OFFICE, MAY 25, 1900, SAID SECTION DESIGNATION HAVING REFERENCE TO AN EXTENSION OF THE UNITED STATES SYSTEM OF SURVEYS OVER SAID RANCHO, MADE BY O. N. SANFORD, CIVIL ENGINEER IN MAY 1884, LYING NORTHERLY AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 20, WITH THE CENTER LINE OF JULIAN ROAD 3A, AS SAID INTERSECTION IS SHOWN ON RECORD OF SURVEY MAP NO. 1502, FILED IN THE COUNTY RECORDER’S OFFICE: THENCE ALONG SAID CENTER LINE OF ROAD NORTH 46 DEG 59’ 00” EAST 460.63 FEET TO A POINT DESIGNATED HEREIN AS POINT “A”; THENCE NORTH 00 DEG 31’ 20” WEST 100.72 FEET TO A POINT DESIGNATED HEREIN AS POINT “B”; THENCE SOUTH 89 DEG 28’ 40” WEST 1639.06 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 20 AND THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE RETRACING NORTH 89 DEG 28’ 40” EAST 1639.06 FEET TO SAID POINT “B”; THENCE NORTH 0 DEG 31’ 20” WEST 4855.66 FEET TO THE NORTHERLY LINE OF SAID SECTION 20.

PARCEL 2:

AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A PRIVATE WATER LINE OVER, UNDER AND ACROSS THE WESTERLY 32.00 FEET OF THAT LAND CONVEYED TO WILBUR R. ROBERTSON BY DOCUMENT NO. 64527, RECORDED APRIL 12, 1965 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA.

SAID EASEMENT SHALL BE FOR THE USE OF ANY PRESENT OR FUTURE OWNERS OF THAT LAND OWNED BY THE GRANTEE.
PARCEL 3:

AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A PRIVATE WATER LINE OVER, UNDER AND ACROSS THE EASTERLY 2.00 FEET OF THE WESTERLY 32.00 FEET OF THAT LAND CONVEYED TO LOWELL D. DEETER AND JEWEL Y. DEETER BY DOCUMENT NO. 185575, RECORDED ON JULY 11, 1974 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA.

SAID EASEMENT SHALL BE FOR THE USE OF ANY PRESENT OR FUTURE OWNERS OF THAT LAND OWNED BY THE GRANTEE.

APN 282-170-02-00
EXHIBIT “B”

SUMMARY OF FACILITIES REQUIRED TO SERVE APNS: 282-160-42 & 282-170-02:

The applicant for sewer service is required to:

1. Submit a letter to the District Engineer requesting to approach the RMWD Board of Directors to annex into the Santa Maria Sewer Service Area. Letter should include the reason for the request and include a plat and legal description of each parcel.

2. Execute a pre-annexation agreement for each parcel.

3. Prepare and submit sewer improvement plans for the sewer main extension and associated improvements along with a $3,000 deposit for plan check.

4. Pay the Santa Maria Sewer Capacity Charge in the amount of $30,758.18 for 2.0 EDU required.

5. Pay the pro-rated Santa Maria sewer service charges on the 2.0 EDU required. The first year of service is paid on a prorated basis depending on the time of application. The current annual Santa Maria sewer service charge is $805.46 per EDU.

6. Prior to construction, execute a Dedication Agreement and retain the services of a qualified contractor to complete construction of the sewer lateral as shown on the approved plans.

7. Execute required agreements, applications, and pay appropriate fees and deposits as specified in the legislative code in effect at the time of application for service.

8. Conditions are subject to change based on code and system changes. In any case, these conditions shall be re-evaluated after two years.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ____________________________

On ____________________________

before me, ____________________________

Name and Title of Officer (e.g. Judge Bar, Notary Public)

personally appeared ____________________________

Name(s) of Signer(s)

☑ personally known to me
☑ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

____________________________

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ____________________________

Document Date: ____________________________ Number of Pages: ____________________________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer

Signer's Name: ____________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________
CALIFORNIA ACKNOWLEDGMENT
CIVIL CODE § 1189

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

State of California
County of San Diego

On July 02, 2020 before me, Martha Gomez-Walter, notary public personally appeared Alfredo Gallane

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

OPTOMATIC

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: JO 20029-2
Document Date: , Number of Pages: 
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

Signer's Name:
☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

©2018 National Notary Association
RECORDING REQUESTED BY:
Ramona Municipal Water District

AND WHEN RECORDED MAIL TO:
Ramona Municipal Water District
105 Earlham St.
Ramona, CA 92065
Attention: Engineering

(Space above line for County Recorders use only)
No filing fees required; this document is exempt from filing fees pursuant to Government Code Section 6103

PRE-ANNEXATION AGREEMENT
FOR SEWER SERVICE BETWEEN
RAMONA MUNICIPAL WATER DISTRICT
AND
Satirasi LLC
FOR APN 282-160-42-00

This Agreement is made and entered into as of ___________7-2-2020_________ ("Effective Date") by and between the RAMONA MUNICIPAL WATER DISTRICT ("RMWD"), organized and existing pursuant to the Municipal Water District Law of 1911, Water Code Section 71000 et seq. and Satirasi LLC ("referred to [jointly] herein as Owner").

RECITALS

A. Owner represents and warrants that it has legal title to that property proposed for development described in Exhibit "A" attached hereto and incorporated herein by reference ("Project"). The property is located outside of the RMWD’s Santa Maria Sewer Service Area ("SMSSA") and within the Activated Latent Sewer Powers Area of the RMWD.

B. Owner has requested that the RMWD provide sewer service to the Project, and the RMWD desires and intends to grant Owner’s request on condition that Owner enters into this Agreement with the RMWD.

C. This Agreement between the RMWD and Owner is entered into to provide an understanding of the terms and conditions with which Owner must comply, prior to and following the Board’s approval of the annexation into the SMSSA.

AGREEMENT

I. Term. The term of this Agreement shall be from Effective Date until either party terminates this Agreement pursuant to Section 4.
2. Annexation into Santa Maria Sewer Service Area
   
a. Owner will provide a plat map and legal description in metes and bounds of the area to be annexed, signed and stamped by a licensed land surveyor or appropriate professional engineer.

b. Owner will also pay for all application and administrative costs incurred by the RMWD including any fees charged by LAFCO or other governmental entities.

3. Agreement to Provide Sewer Service. The RMWD agrees to provide sewer service to the Project, and Owner agrees to accept and pay for such service subject to the terms and conditions of this Agreement, and all applicable provisions of the RMWD’s Legislative Code in effect at the time the service is provided. The terms and conditions set forth herein are subject to revision in the RMWD’s sole discretion. The Owner shall execute all required agreements, applications and pay applicable fees and deposits as contemplated herein and construct facilities as identified in the Sewer System Evaluation (dated 06/30/2020) completed for the project (Job Order 20029-2) and as shown on Exhibit “B”.

   a. RMWD and Owner mutually understand, acknowledge and agree that Owner will pay a deposit for evaluation and annexation of the Project in effect at the time of annexation to the SMSSA.

   b. As a condition of the provision of sewer service to the Project, the Owner shall construct the facilities described in Exhibit “B,” attached hereto and incorporated herein.

   c. RMWD also has placed the following conditions on providing sewer service to this project:

   (i) The RMWD has determined that, at the time of the drafting of this Agreement, the RMWD’s existing sewer mains are adequate to serve the Project, based on current flow per EDU data and requested EDU’s.

   (ii) Notwithstanding subsection (i) above, the RMWD, in its sole discretion, may determine that the Santa Maria Wastewater Treatment Plant requires expansion prior to connection. If the RMWD, in its sole discretion determines that expansion is required, it may elect that no connection will be permitted until the expansion is completed.

   (iii) Notwithstanding subsection (i) above, secondary effluent is transported to the tertiary treatment facilities and disposal site through a 14-inch effluent main. The RMWD has determined that there is limited capacity remaining in the effluent main, and depending on the time at which connection is requested, the RMWD may not permit connection until the main is upsized to accommodate new connections to the sewer system.

   (iv) Notwithstanding subsection (i) above, the RMWD disposes of effluent by means of the spray fields at Rangeland Road and seasonally stored in wet weather storage ponds. The RMWD has determined that there is limited capacity in the spray fields. As such, the availability of the spray fields will be evaluated by the RMWD at the time that connection to the RMWD’s system is sought. The RMWD, in its sole discretion, may not permit connection until additional spray fields are acquired.
(v) Notwithstanding subsection (i) above, the RMWD disposes of effluent by means of the spray fields at Rangeland Road and seasonally stored in wet weather storage ponds. The RMWD has determined that there is limited capacity in wet weather storage ponds. As such, the availability of the wet weather storage ponds will be evaluated by the RMWD at the time that connection to the RMWD’s system is sought. The RMWD, in its sole discretion, may not permit connection until additional wet weather storage is constructed.

(vi) Should Owner desire additional connections, increased EDUs, the Owner hereby acknowledges that the RMWD, in its sole discretion, may not permit additional connection until additional sewer plant and systems are constructed or agrees to pay for any capital costs associated with constructing plant and systems which may be required before additional connections and/or EDUs are allowed. If the Owner constructs required sewer plant and systems the Owner may, at its option, execute a reimbursement agreement with the RMWD to be reimbursed for new connections to the constructed plant and systems.

(vii) Owner agrees and acknowledges that any costs, fees or other expenses associated with Project environmental compliance and/or documentation for any facilities constructed for the Owner’s Project shall be borne by the Owner. Owner also agrees to reimburse the RMWD for any costs incurred by the RMWD related to environmental compliance and/or documentation for any such facilities.

d. Owner will connect to the RMWD’s existing sewer collection system, and agrees to pay all standard fees, reimbursement fees, deposits and charges for sewer connection, including but not limited to the purchase of EDUs, in effect at the time of connection to the SMSSA or at the time additional EDUs are requested or determined to be required by the RMWD.

(i) The Project as currently planned requires the construction of sewer facilities as identified in the Sewer System Evaluation (dated 06/30/2020) completed for the project (Job Order 20029-2) and as shown on Exhibit “B”. The detailed report is available at the RMWD office located at 105 Earlham Road, Ramona, CA 92065.

e. Owner agrees to pay all service related fees, charges or rates associated with receiving the RMWD’s sewer services, as may be amended from time to time by the RMWD’s Board of Directors.

(i) The Owner also acknowledges that pursuant to the provisions set forth in California Constitution Article XIIID, Section 5(b), that this Agreement represents consent of the Owner that the property to be annexed shall be subject to all service related fees, charges, rates, assessments and taxes after annexation thereof for the purposes of the SMSSA including the payment of the principal and interest on bonds and other obligations of the Sewer Service Area authorized and/or outstanding at the time of annexation, in the same manner as if the annexed property had always been a part of the SMSSA.

4. Termination. Except as otherwise required by law, this Agreement may be terminated by either party upon written notice given at least three hundred and sixty-five (365) days in advance. If annexation has occurred the RMWD will rescind the annexation and all cost for termination shall be paid by the Owner and no fees shall be refunded.
5. **Recordation.** RMWD shall cause this Pre-Annexation Agreement to be recorded with the San Diego County Recorder’s Office.

6. **Covenant Running With the Land.** This Agreement shall be binding upon and shall inure to the benefit of the parties, and their assigns, agents, servants, employees and successors in interest, including, but not limited to, any person or entity claiming title through Owner to all or any portion of the real property comprising the Project. The RMWD and Owner intend that the benefits and burdens described herein constitute covenants running with the land for the benefit of Owner’s property.

7. **Authorization to Execute.** The signatories to this Agreement warrant that they have been lawfully authorized by their respective parties to execute this Agreement on their behalf. Upon request, Owner shall deliver to the RMWD copies of all applicable bylaws, resolutions, or other documents evidencing the signatory’s legal authority to execute this Agreement on behalf of the RMWD.

8. **Indemnification.** Owner agrees to defend, indemnify and hold the RMWD, its directors, officers, agents and employees free and harmless from and against any and all claims, causes of action, judgments, damages, liability, losses, costs or expenses, including reasonable attorneys’ fees, brought against the RMWD or suffered or incurred by the RMWD, arising out of or connected with the RMWD’s entry into this Agreement, to the extent that such claims, losses, damages or causes of action are related to or based upon actions of Owner, its directors, officers, agents or employees.

9. **Laws, Venue, and Attorneys’ Fees.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state of federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys’ fees, as determined by the court.

10. **Notices.** All notices or instruments required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:
RMWD:

Ramona Municipal Water District
105 Earlham St.
Ramona, CA 92065
Attn: General Manager

and shall be effective upon receipt thereof.

11. ** Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

12. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original.

13. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Owner without the prior written consent of the RMWD.

14. **Further Acts.** The parties agree to execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

15. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

16. **Amendment, Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

17. **Board Approval.** Any actual provision of sewer service to the Project shall be contingent upon approval by the RMWD Board approval of the annexation into the SMSSA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RMWD: 

By: __________________________
    David Barnum
    General Manager

OWNER:

By: __________________________
    Alfredo Gallone, Manager

see attached “California All Purpose Acknowledgement”
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is $88.00

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area
[ ] City of AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

EVANS D. JULIAN and OTTA G. JULIAN, as Trustees of the JULIAN FAMILY TRUST Initially created on February 28, 1992

hereby GRANT(s) to:

SATIRASI, LLC, a California Limited Liability Company

the real property in the County of San Diego, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: VIL SAWDAY STREET, RAMONA, CA 92065
AP#: 282-160-42-00

DATED July 17, 2006

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On

Before me, VERONICA A. MOSSON
A Notary Public in and for said State, personally appeared

EVANS D. JULIAN and OTTA G. JULIAN

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

WITNESS my hand and official seal.

Signature

(Official Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

F.4. Page 20
EXHIBIT “A”

PARCEL 1:

THE NORTHERLY 135 FEET OF THE SOUTHERLY 1110 FEET OF THE WESTERLY 355 FEET OF THE EASTERNLY 1420 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN RANCHO SANTA MARIA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 863, FILED IN THE COUNTY RECORDER’S OFFICE, MAY 25, 1900, SAID SECTION DESIGNATION HAVING REFERENCE TO AN EXTENSION OF THE UNITED STATES SYSTEM OF SURVEYS OVER SAID RANCHO, MADE BY O.N. SANFORD, CIVIL ENGINEER, IN MAY 1884, LYING NORTHERLY AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 20, WITH THE CENTER LINE OF JULIAN ROAD 3-A, AS SAID INTERSECTION IS SHOWN ON RECORD OF SURVEY MAP NO. 1502, FILED IN THE COUNTY RECORDER’S OFFICE: THENCE ALONG SAID CENTER LINE OF ROAD NORTH 46 DEG 59’ EAST 460.63 FEET TO A POINT DESIGNATED HEREBIN AS POINT “A”; THENCE NORTH 0 DEG 31’ 20” WEST 100.72 FEET TO A POINT DESIGNATED HEREBIN AS POINT “R”; THENCE SOUTH 89 DEG 28’ 40” WEST 1639.08 FEET TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 20 AND THE TRUE POINT OF BEGINNING OF THE LINE HEREBIN DESCRIBED; THENCE RETRACING NORTH 89 DEG 28’ 40” EAST 1639.06 FEET TO SAID POINT “R”; THENCE NORTH 0 DEG 31’ 20” WEST 4855.06 FEET TO THE NORTHERLY LINE OF SAID SECTION 20.

PARCEL 2:


APN 282-160-42-00
EXHIBIT "B"

SUMMARY OF FACILITIES REQUIRED TO SERVE APNS: 282-160-42 & 282-170-02:

The applicant for sewer service is required to:

1. Submit a letter to the District Engineer requesting to approach the RMWD Board of Directors to annex into the Santa Maria Sewer Service Area. Letter should include the reason for the request and include a plat and legal description of each parcel.

2. Execute a pre-annexation agreement for each parcel.

3. Prepare and submit sewer improvement plans for the sewer main extension and associated improvements along with a $3,000 deposit for plan check.

4. Pay the Santa Maria Sewer Capacity Charge in the amount of $30,758.18 for 2.0 EDU required.

5. Pay the pro-rated Santa Maria sewer service charges on the 2.0 EDU required. The first year of service is paid on a prorated basis depending on the time of application. The current annual Santa Maria sewer service charge is $805.46 per EDU.

6. Prior to construction, execute a Dedication Agreement and retain the services of a qualified contractor to complete construction of the sewer lateral as shown on the approved plans.

7. Execute required agreements, applications, and pay appropriate fees and deposits as specified in the legislative code in effect at the time of application for service.

8. Conditions are subject to change based on code and system changes. In any case, these conditions shall be re-evaluated after two years.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ____________________________

On ____________________________ before me, ____________________________

personally appeared

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

__________________________
Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and misattachment of this form to another document.

Description of Attached Document
Title or Type of Document: ____________________________
Document Date: ____________________________ Number of Pages: ____________________________
Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer
Signer’s Name: ____________________________
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________

Page 9 of 9
CALIFORNIA ACKNOWLEDGMENT

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

State of California
County of San Diego

On July 02, 2020 before me, Martha Gomez-Walton, Notary Public, personally appeared Alfredo Gallone, who proved to me on the basis of satisfactory evidence to be the person whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Optional

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 30_20029 - 2

Document Date: ________________________ Number of Pages: ________________________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing: ________________________

Signer's Name:

☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing: ________________________

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M1304-09 (09/19)
EXHIBIT A
EXISTING SEWER FACILITIES
(APNs: 282-160-42-00 & 284-170-02-00)

8-in Sewer Main
RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE DISTRICT’S UNTREATED WATER SYSTEM IMPLEMENTATION PLAN - PHASE 4

Members of the Board:

**Purpose**
To update the Board and request approval to execute Phase 4 of the Untreated Water System Implementation Plan.

**Background**
The Ramona Municipal Water District (District) imports 100% of untreated water from the San Diego County Water Authority (SDCWA). Using a set of pumps dedicated to the untreated system and located at the Poway Pump Station the untreated water is pumped approximately 380 feet up hill from the SDCWA untreated water aqueduct to Lake Ramona. From Lake Ramona, untreated water is again pumped to three additional pumping zones of different elevations, with the highest elevation being 1,830 feet above mean sea level (over 1,000 vertical feet above the Poway Pump Station). Untreated water is a non-potable, interruptible water source and cannot be used for domestic consumption. Untreated water is used for agricultural purposes and some fire hydrants. Conversion of the fire hydrants from untreated to treated water in currently underway as previously authorized by the Board.

The District incurs various annual regulatory and operational costs associated with Lake Ramona and the 26.5 pipeline mile untreated water distribution system. The District’s required permitting obligations for California Division of Safety of Dams (DSOD) permits are approximately $70,000, SDCWA capacity fees are approximately $120,000, labor costs are approximately $150,000, pumping costs are approximately $430,000 and evaporation of untreated water from Lake Ramona are approximately $410,000 annually. In 2019 Staff recommended, and the Board approved, an evaluation of the Untreated Water System. In February 2020, the Board of Directors received the evaluation prepared by Dudek and was briefed on the long-term viability of the untreated water system. The evaluation identified approximately $42,000,000 in required capital investments for untreated pump stations, tanks and pipelines to continue to operate the untreated water system.
The annual use of untreated water within the District has dramatically decreased. In 2019, untreated water sales were approximately 375-acre feet, representing a 91% decline from the high in 2002 of approximately 3,982 acre-feet. The decline in untreated water sales are projected to continue and the costs to operate the untreated system will increase, therefore it is anticipated that the untreated water system will no longer be economically or operationally viable in the future.

The conclusions of that evaluation identified an Untreated Water System Implementation Plan, defining five phases focused on eliminating the existing untreated water system over time. The five phases included:

- Phase 1 – Conversion/Elimination of the Woodson Untreated Pressure Zone
- Phase 2 – Converting Woodson Untreated Storage Tank to Recycled Water Use
- Phase 3 – Lower Lake Ramona Water Level
- Phase 4 – Conversion/Elimination of the Other Untreated Water Pressure Zones
- Phase 5 – Lake Ramona

At the February 11, 2020 Board Meeting, the Board of Directors authorized District staff to move forward with Phases 1 through 3 of the Implementation Plan.

**Discussion**

A letter was provided to the initial 87 customers located in the Woodson Untreated Pressure Zone, notifying those customers that untreated water would no longer be available in the future. District Engineering has received calls from about half of the customers that received that initial letter, and 15 customers have requested application forms to begin the process for water meter removal and/or establishing service from the treated water system. Inquiries by individual customers in response to the initial letter have been generally positive and customers are actively in contact with the District as they determine their individual water service needs.

Several untreated water customers outside the Woodson Untreated Pressure Zone have contacted the District to determine if and when they would be able to discontinue untreated service. To date, these customers have been told that future letters will provide additional direction. Over time, the number of inquiries from non-Woodson customers has increased. The majority of untreated water customers do not use a significant quantity of untreated water and allowing these customers to abandon their existing untreated service will save them potentially thousands of dollars per year by discontinuing from the untreated water system and avoiding monthly untreated water service charges.

Based on the interest shown by many untreated water customers regarding discontinuance of untreated water service, District staff is recommending that the Board of Directors authorize Phase 4 of the untreated Implementation Plan, thereby allowing all untreated water customers to contact the District with regard to their untreated water service. If authorized by the Board, a new letter will notify all untreated customers that untreated water would no longer be available after July 1, 2021 and they may now contact the District regarding their options.
**Fiscal Impact**
Both the District and most untreated customers will experience savings by switching from untreated water to potable water.

**Recommendation**
District staff respectfully recommends and requests that the Board authorize the General Manager to implement Phase 4 of the defined Implementation Plan.

Prepared by: D. Michael Metts, PE, District Engineer

Submitted by: David Barnum, General Manager