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 December 10, 2019

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

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 November 12, 2019

Recommendation: To adopt the Minutes for November 12, 2019.

B.1.b. Adoption of the Special Board Meeting Minutes for October 29, 2019

Recommendation: To adopt the Minutes for October 29, 2019.

B.1.c. Acceptance of Monthly Financial Reports – October 2019

Recommendation: No staff recommendation.

B.1.d. Authorization to Award a Contract for Construction of the Poway Pump Station Secondary Power Source Project II
Recommendation: Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the Poway Pump Station Secondary Power Source Project II to NEWest Construction Company Inc.

B.1.e. Authorization to Execute a Professional Services Contract for the 2019 Treated Water Master Plan

Recommendation: Staff respectfully recommends the Board authorize the General Manager execute a professional services agreement with Carollo Engineers for the 2019 Treated Water Master Plan.

B.1.f. Adoption of a Resolution Approving the Classification and Salary Schedule for 2020 to Meet CalPERS Requirements

Recommendation: Staff respectfully recommends the Board adopt the proposed Resolution to approve the District's Classification and Salary Schedule for the period of January 1, 2020 to December 31, 2020 to meet CalPERS requirements.

B.1.g. Consideration of Amendment to Contract for General Counsel Services with McDougal, Love, Boehmer, Foley, Lyon & Canlas

Recommendation: That the Board consider an amendment to the 2015 Contract as described in this agenda memo and authorize the President to sign the First Amendment to the 2015 Contract to reflect the new hourly rate of $200.00 for partner/associate legal services effective April 1, 2020.

B.1.h. Adoption of a Resolution of Appreciation to Recognize an Employee for 30 Years of Service

Recommendation: Staff respectfully recommends the Board adopt the proposed Resolution of Appreciation in recognition of service.

C. Public Hearing/Bid Openings

C.1. Public Hearing - To Take Public Input on Adoption of the 2019 California Fire Code, and the 2018 International Fire Code with Certain Amendments, Additions and Deletions

D. Agenda Items which Anticipate Possible Input from Members of the Public

E. Agenda Items which Anticipate Possible Input from Other Agencies/Consultants

F. Agenda Items which Anticipate Possible Input from Staff

F.1. Discussion and Possible Action to Adopt Ordinance 19-459 Amending Legislative Code Chapter 5.04 – California Fire Code

Recommendation: Staff respectfully recommends the Board adopt Ordinance 19-459 revising Legislative Code Section 5.04, to make findings related to the local needs, topography, geographic and climatic conditions and to adopt the modified Fire Code, which may be accomplished by the following motion:

In addition, by adoption of this Ordinance, the Board authorizes staff to send the Ordinance to San Diego County for ratification and submission to the Department of Housing and Community Development.

F.2. Discussion and Possible Action to Adopt Ordinance 19-460 Amending the District’s Legislative Code Chapter 7.88 to Implement the Requirements of Senate Bill 988 and Chapter 7.84 Regarding Water Reserve Levels

Recommendation: Staff respectfully recommends the Board adopt Ordinance 19-460 amending the District's Legislative Code sections relating to water billing procedures and water reserve levels.

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

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

Adjourn

Ramona Municipal Water District in complying with the Americans with Disabilities Act (ADA), requests individuals who require specific accommodations to access, attend or participate in the Board Meeting, due to a disability, to please contact the Administrative Services Department at least two business days prior to the scheduled meeting to ensure that the District may assist you.
Telephone: (760) 789-1330; T.D.D.: (760) 789-9497.

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. Additions to the Agenda may be made in accordance with Section 54954.2 of the California Government Code. Agenda item memorandums or documents prepared for the Board of Directors are available for public review at the RMWD office, 105 Earlam Street, Ramona, California during normal business hours, Monday through Friday 7:30 a.m. to 4:00 p.m. and online at www.rmwd.org. The Agenda is also posted at the Ramona Public Library.
MINUTES FOR THE MEETING
OF THE BOARD OF DIRECTORS
OF THE RAMONA MUNICIPAL WATER DISTRICT
November 12, 2019

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

ABSENT
Jim Hickle  Vice President

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., at the Ramona Community Center, 434 Aqua Lane, Ramona, County of San Diego, State of California.

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

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 November 12, 2019

MOTION TO APPROVE THE AGENDA AS PRESENTED  (Ace/Lawler)

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

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

None.

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

A.5.a. General Manager's Report

None.

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)

Director Wadlington requested that Item B.1.a. be pulled from the consent calendar noting that he was not present at the board meeting of October 8, 2019 and would go on record as abstaining from the vote for approval.


Recommendation: No staff recommendation.

MOTION TO APPROVE ITEM B.1.b ACCEPTING THE MONTHLY FINANCIALS FOR SEPTEMBER 2019 (Ace/Lawler)

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

B.1.a. Adoption of the Regular Board Meeting Minutes for October 8, 2019

Recommendation: To adopt the Minutes for October 8, 2019.

MOTION TO APPROVE THE REGULAR BOARD MEETING MINUTES FOR OCTOBER 8, 2019 (Ace/Lawler)

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

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 Set a Date for Public Hearing for Adoption by Reference of the 2019 California Fire Code, and the 2018 International Fire Code with Certain Amendments, Additions and Deletions

Recommendation: Staff respectfully recommends the Board:

1) Introduce and conduct the first reading of the proposed Ordinance No. 19-459; the reading may be accomplished by providing the following motion:


2) Set a date for public hearing on December 10, 2019 to include the required second reading of the Ordinance and authorize the Administrative Secretary to publish the appropriate legal notices.

General Manager Barnum introduced the item and recognized retiring CalFire Chief Larry Converse for his many years of service and contributions to the region. Chief Converse presented a report on the item and thanked staff for their efforts on updating the fire code. Discussion followed.

M/S MOTION TO ADOPT BY REFERENCE CALIFORNIA FIRE CODE AND WAIVE READING (Ace/ )

After the motion was presented, District Counsel recommended that the motion be amended to set a date for the public hearing to be held on December 10, 2019 and include an introduction waiving the first reading of the proposed ordinance.

M/SIC MOTION AMENDED TO SET THE DATE FOR THE ADOPTION AT A PUBLIC HEARING THE 2019 CALIFORNIA FIRE CODE AND AMENDMENTS AND TO WAIVE FIRST READING (Ace/Wadlington) by the following roll call vote:

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

G. Closed Session – NOT OPEN TO THE PUBLIC

The board entered closed session at 2:09 p.m.

G.1. Conference with Legal Counsel - Existing Litigation

G.2. 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
G.3. Public Employee Performance Evaluation
(Government Code § 54957)
Title: General Manager

G.4. Public Employee Performance Evaluation
(Government Code § 54957)
Title: General Counsel

Closed session ended at 5:48 p.m. Legal Counsel reported that direction was given with no reportable action taken.

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.

None reported.

I. Closing Agenda Items

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

December 10, 2019 - 2:00 p.m.

President Robinson adjourned the meeting at 5:49 p.m.

Adjourn

Jim Robinson, President
Board of Directors
RAMONA MUNICIPAL WATER DISTRICT
MINUTES FOR THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE RAMONA MUNICIPAL WATER DISTRICT
October 29, 2019

PRESENT
Jim Robinson  President
Jim Hickle  Vice President
Thomas Ace  Treasurer

ABSENT
Jeff Lawler   Director
Bryan Wadlington  Secretary

A. Opening of Meeting

1. Call to Order and Pledge of Allegiance.

The Special Meeting of the Board of Directors of the Ramona Municipal Water District was called to
order by President Robinson at 2:00 p.m., at the Ramona Community Center, 434 Aqua Lane,
Ramona, County of San Diego, State of California.

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

The business considered and transacted at the meeting was strictly limited to the
following:

2. Public Comment on any Item Described in this Notice.

None.

3. Authorization to Award a Contract for Construction of Emergency
Recycled Water Disposal Spray Fields for the San Vicente Water
Reclamation Plant, and Authorization for the General Manager to Execute
a Budget Amendment to Increase Appropriations in the San Vicente CRP
Fund 22 to Accommodate Additional Project Costs

Recommendation: District Staff respectfully recommends that the Board authorize the General Manager to award a contract for the construction of the San Vicente Emergency Recycled Water Spray Fields to LB Civil Construction, and authorize the General Manager to execute a budget amendment to increase appropriations in the San Vicente CRP Fund 22 to accommodate additional project costs.

MOTION TO APPROVE THE AUTHORIZATION TO AWARD A CONTRACT FOR CONSTRUCTION OF THE EMERGENCY RECYCLED WATER DISPOSAL SPRAY FIELDS  (Hickle/Ace)

General Manager Barnum gave a brief description of the item and purpose for the special board meeting. District Engineer Mike Metts provided detailed information on the background, construction options and reasons for approval and completion of the project.
He reported out that five bids were received from contractors at the mandatory pre-bid meeting held on October 15, 2019. It was determined that the lowest qualified bidder was LB Civil Construction with a total bid amount of $1,423,470 for Alternative B.

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

4. Adjourn

President Robinson adjourned the Special Meeting of the Board of Directors of the Ramona Municipal Water District at 2:18 p.m.

Adjourn

Jim Robinson, President  
Board of Directors  
RAMONA MUNICIPAL WATER DISTRICT
RE: ACCEPTANCE OF MONTHLY FINANCIAL REPORTS – OCTOBER 2019

Members of the Board:

Purpose
To present monthly financial reports for the month of October 2019.

Background
Accounts with October financial activity are closed during the month of November and submitted to the Board in December.

Discussion
The monthly reports for October 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 October Financials
# RAMONA MUNICIPAL WATER DISTRICT

## UNAUDITED STATEMENT OF OPERATING DEPARTMENTS

FOR OCTOBER 2019 AND THE FOURTH MONTH ENDING OCTOBER 31, 2019

<table>
<thead>
<tr>
<th>FUND 01 - WATER</th>
<th>MONTH OF October</th>
<th>Y TO D October-19</th>
<th>Y TO D October-18</th>
<th>Y TO D BUDGET</th>
<th>VARIANCE FAV (UNFAV)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td>1,716,675</td>
<td>6,606,397</td>
<td>6,930,105</td>
<td>7,172,880</td>
<td>(566,483)</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>(1,208,446)</td>
<td>(5,038,076)</td>
<td>(5,389,099)</td>
<td>(5,341,461)</td>
<td>303,384</td>
</tr>
<tr>
<td><strong>TRANSFER TO CAPITAL/GENERAL FUND</strong></td>
<td>(279,888)</td>
<td>(1,478,317)</td>
<td>(2,903,419)</td>
<td>(1,552,673)</td>
<td>74,500</td>
</tr>
<tr>
<td><strong>NET RESULT OF OPERATION-FAV (UNFAV)</strong></td>
<td>228,343</td>
<td>89,947</td>
<td>(1,372,413)</td>
<td>278,746</td>
<td>(188,799)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUND 02 - FIRE</th>
<th>MONTH OF October</th>
<th>Y TO D October-19</th>
<th>Y TO D October-18</th>
<th>Y TO D BUDGET</th>
<th>VARIANCE FAV (UNFAV)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td>495,619</td>
<td>2,051,682</td>
<td>1,869,433</td>
<td>1,989,295</td>
<td>62,387</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>(617,021)</td>
<td>(2,376,750)</td>
<td>(2,266,938)</td>
<td>(2,349,672)</td>
<td>(27,078)</td>
</tr>
<tr>
<td><strong>TRANSFER TO CAPITAL/GENERAL FUND</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>NET RESULT OF OPERATION-FAV (UNFAV)</strong></td>
<td>(121,402)</td>
<td>(325,088)</td>
<td>(397,505)</td>
<td>(360,377)</td>
<td>(35,308)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUND 03 - PARKS</th>
<th>MONTH OF October</th>
<th>Y TO D October-19</th>
<th>Y TO D October-18</th>
<th>Y TO D BUDGET</th>
<th>VARIANCE FAV (UNFAV)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td>11,900</td>
<td>48,737</td>
<td>44,241</td>
<td>47,600</td>
<td>1,137</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>0</td>
<td>(35,700)</td>
<td>(32,530)</td>
<td>(47,600)</td>
<td>11,900</td>
</tr>
<tr>
<td><strong>TRANSFER TO CAPITAL/GENERAL FUND</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>NET RESULT OF OPERATION-FAV (UNFAV)</strong></td>
<td>11,900</td>
<td>13,037</td>
<td>11,741</td>
<td>0</td>
<td>13,037</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUND 04 - SAN VICENTE SANITATION</th>
<th>MONTH OF October</th>
<th>Y TO D October-19</th>
<th>Y TO D October-18</th>
<th>Y TO D BUDGET</th>
<th>VARIANCE FAV (UNFAV)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td>266,172</td>
<td>1,044,984</td>
<td>999,139</td>
<td>1,111,560</td>
<td>(66,576)</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>(155,014)</td>
<td>(475,007)</td>
<td>(473,335)</td>
<td>(600,289)</td>
<td>125,282</td>
</tr>
<tr>
<td><strong>TRANSFER TO CAPITAL/GENERAL FUND</strong></td>
<td>(69,923)</td>
<td>(1,228,321)</td>
<td>(690,072)</td>
<td>(1,246,573)</td>
<td>18,252</td>
</tr>
<tr>
<td><strong>NET RESULT OF OPERATION-FAV (UNFAV)</strong></td>
<td>46,635</td>
<td>(656,345)</td>
<td>(164,235)</td>
<td>(735,282)</td>
<td>76,938</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUND 05 - SANTA MARIA SANITATION</th>
<th>MONTH OF October</th>
<th>Y TO D October-19</th>
<th>Y TO D October-18</th>
<th>Y TO D BUDGET</th>
<th>VARIANCE FAV (UNFAV)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td>365,127</td>
<td>1,454,281</td>
<td>1,381,236</td>
<td>1,341,809</td>
<td>112,472</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>(146,517)</td>
<td>(531,122)</td>
<td>(486,651)</td>
<td>(647,449)</td>
<td>116,327</td>
</tr>
<tr>
<td><strong>TRANSFER TO CAPITAL/GENERAL FUND</strong></td>
<td>(94,240)</td>
<td>(1,745,248)</td>
<td>(3,190,072)</td>
<td>(1,770,288)</td>
<td>25,040</td>
</tr>
<tr>
<td><strong>NET RESULT OF OPERATION-FAV (UNFAV)</strong></td>
<td>124,370</td>
<td>(822,089)</td>
<td>(2,295,497)</td>
<td>(1,075,927)</td>
<td>253,838</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUND 06 - GENERAL</th>
<th>MONTH OF October</th>
<th>Y TO D October-19</th>
<th>Y TO D October-18</th>
<th>Y TO D BUDGET</th>
<th>VARIANCE FAV (UNFAV)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td>20,604</td>
<td>97,472</td>
<td>99,257</td>
<td>150,000</td>
<td>(52,528)</td>
</tr>
<tr>
<td><strong>TRANSFER FROM OPERATING FUNDS</strong></td>
<td>442,651</td>
<td>1,151,942</td>
<td>1,062,237</td>
<td>1,269,534</td>
<td>(117,592)</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES/TRANSFERS</strong></td>
<td>463,255</td>
<td>1,249,414</td>
<td>1,161,514</td>
<td>1,419,534</td>
<td>(170,119)</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOARD OF DIRECTORS</td>
<td>(17,015)</td>
<td>(41,745)</td>
<td>(44,936)</td>
<td>(112,700)</td>
<td>70,955</td>
</tr>
<tr>
<td>GENERAL MANAGER</td>
<td>(30,337)</td>
<td>(118,721)</td>
<td>(113,537)</td>
<td>(136,159)</td>
<td>19,439</td>
</tr>
<tr>
<td>ENGINEERING</td>
<td>(80,624)</td>
<td>(131,964)</td>
<td>(102,384)</td>
<td>(188,680)</td>
<td>56,716</td>
</tr>
<tr>
<td>FINANCE</td>
<td>(91,545)</td>
<td>(379,740)</td>
<td>(356,653)</td>
<td>(434,983)</td>
<td>55,243</td>
</tr>
<tr>
<td>HUMAN RESOURCES</td>
<td>(239,804)</td>
<td>(516,918)</td>
<td>(457,533)</td>
<td>(491,128)</td>
<td>(25,790)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>(459,325)</td>
<td>(1,189,088)</td>
<td>(1,075,233)</td>
<td>(1,365,660)</td>
<td>176,562</td>
</tr>
<tr>
<td><strong>NET RESULT OF OPERATION-FAV (UNFAV)</strong></td>
<td>3,930</td>
<td>60,326</td>
<td>86,251</td>
<td>53,883</td>
<td>6,443</td>
</tr>
</tbody>
</table>

### SUMMARY - ALL OPERATING FUNDS

| **REVENUES**      | 2,879,099        | 11,303,553        | 11,323,381        | 11,813,144    | (509,592)            |
| **EXPENDITURES**  | (2,586,323)      | (9,645,744)       | (9,733,794)       | (10,352,101)  | 706,357              |
| **NET TRANSFERS** | 0                | (3,300,000)       | (5,721,256)       | (3,300,000)   | 0                    |
| **NET RESULT OF OPERATION-FAV (UNFAV)** | 292,775 | (1,642,192) | (4,131,678) | (1,838,956) | 196,785 |
### RAMONA MUNICIPAL WATER DISTRICT
#### CASH POSITION STATEMENT

**October 31, 2019**

<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></td>
<td><strong>OPERATING FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>Water Fund</td>
<td>$8,063,545.51</td>
<td>$706,648.32</td>
<td>$8,770,193.83</td>
</tr>
<tr>
<td>02</td>
<td>Fire Fund</td>
<td>$3,187,645.21</td>
<td>$71,983.51</td>
<td>$3,259,628.72</td>
</tr>
<tr>
<td>03</td>
<td>Park Fund</td>
<td>$211,769.08</td>
<td>$1,589.62</td>
<td>$213,358.70</td>
</tr>
<tr>
<td>04</td>
<td>Sewer - San Vicente</td>
<td>$1,753,027.01</td>
<td>($215,621.88)</td>
<td>$1,537,405.13</td>
</tr>
<tr>
<td>05</td>
<td>Sewer - Santa Maria</td>
<td>$1,744,320.10</td>
<td>($180,048.42)</td>
<td>$1,564,271.68</td>
</tr>
<tr>
<td>06</td>
<td>General Fund</td>
<td>$3,603,750.80</td>
<td>$8,585.94</td>
<td>$3,612,336.74</td>
</tr>
<tr>
<td></td>
<td><strong>Total Operating Funds</strong></td>
<td><strong>$18,564,057.71</strong></td>
<td><strong>$393,137.09</strong></td>
<td><strong>$18,957,194.80</strong></td>
</tr>
<tr>
<td></td>
<td><strong>DEBT SERVICE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Water Debt Service</td>
<td>$409,189.20</td>
<td>$5,109.95</td>
<td>$414,299.15</td>
</tr>
<tr>
<td></td>
<td><strong>Total Debt Service Funds</strong></td>
<td><strong>$409,189.20</strong></td>
<td><strong>$5,109.95</strong></td>
<td><strong>$414,299.15</strong></td>
</tr>
<tr>
<td></td>
<td><strong>CAPITAL PROJECTS &amp; EQUIPMENT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Cap. Replacement - Energy</td>
<td>($22,739.07)</td>
<td>$1,344.72</td>
<td>($21,394.35)</td>
</tr>
<tr>
<td>11</td>
<td>Cap. Replacement - Water</td>
<td>$3,362,314.87</td>
<td>($121,356.09)</td>
<td>$3,240,958.78</td>
</tr>
<tr>
<td>12</td>
<td>Cap. Improvement - Fire</td>
<td>$92,698.08</td>
<td>($2,824.12)</td>
<td>$89,873.96</td>
</tr>
<tr>
<td>14</td>
<td>Cap. Improvement - San Vicente</td>
<td>$544,503.77</td>
<td>$0.00</td>
<td>$544,503.77</td>
</tr>
<tr>
<td>15</td>
<td>Cap. Improvement - Santa Maria</td>
<td>$2,389,977.00</td>
<td>$0.00</td>
<td>$2,389,977.00</td>
</tr>
<tr>
<td>22</td>
<td>Cap. Replacement - San Vicente</td>
<td>$4,201,674.82</td>
<td>($95,681.03)</td>
<td>$4,105,993.79</td>
</tr>
<tr>
<td>24</td>
<td>Cap. Improvement - Fire Mitig. Fees</td>
<td>$703,375.31</td>
<td>$26,501.94</td>
<td>$729,877.25</td>
</tr>
<tr>
<td>25</td>
<td>Cap. Replacement - Santa Maria</td>
<td>$8,860,558.95</td>
<td>(24,410.55)</td>
<td>$8,836,148.40</td>
</tr>
<tr>
<td>26</td>
<td>Cap. Improvement - General Fund</td>
<td>$941,159.59</td>
<td>($382.40)</td>
<td>$940,777.19</td>
</tr>
<tr>
<td>43</td>
<td>Cap. Improvement - Water</td>
<td>$3,714,881.90</td>
<td>($16,038.42)</td>
<td>$3,698,843.48</td>
</tr>
<tr>
<td></td>
<td><strong>Total Cap Proj &amp; Equip</strong></td>
<td><strong>$24,788,405.22</strong></td>
<td><strong>($232,845.95)</strong></td>
<td><strong>$24,555,559.27</strong></td>
</tr>
</tbody>
</table>

**TOTAL ALL FUNDS**

|                   | $43,761,652.13 | $43,927,053.22 |

B.1.c. Page 3
RAMONA MUNICIPAL WATER DISTRICT

INVESTMENTS AND BANK ACCOUNTS

OCTOBER 31, 2019

<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>LOCAL AGENCY INVESTMENT FUNDS:</td>
<td>$31,981,383</td>
<td>$196,996</td>
<td>$32,178,379</td>
<td>2.45%</td>
<td></td>
</tr>
<tr>
<td>CASH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL CHECKING</td>
<td>$11,780,269</td>
<td>$(31,595)</td>
<td>$11,748,674</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>TOTAL CASH</td>
<td>$11,780,269</td>
<td>$(31,595)</td>
<td>$11,748,674</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL CASH AND INVESTMENTS</td>
<td>$43,761,652</td>
<td>$165,401</td>
<td>$43,927,053</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
### October 31, 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>acre feet</th>
<th>cost/acre ft</th>
<th>total value</th>
<th>acre feet</th>
<th>total value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING INVENTORY</strong> October 1, 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAKE RAMONA</td>
<td>0.5</td>
<td>$1,101</td>
<td>$550.50</td>
<td>(0.5)</td>
<td>($550.50)</td>
</tr>
<tr>
<td></td>
<td>124.0</td>
<td>$1,026</td>
<td>$134,664.00</td>
<td>(124.0)</td>
<td>($134,664.00)</td>
</tr>
<tr>
<td></td>
<td>171.8</td>
<td>$1,050</td>
<td>$180,180.00</td>
<td>(5.3)</td>
<td>($5,505.00)</td>
</tr>
<tr>
<td></td>
<td>44.1</td>
<td>$1,076</td>
<td>$47,336.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>75.9</td>
<td>$1,058</td>
<td>$80,932.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>25.9</td>
<td>$1,113</td>
<td>$29,462.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>135.4</td>
<td>$1,311</td>
<td>$177,509.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>114.9</td>
<td>$1,140</td>
<td>$130,988.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12.8</td>
<td>$1,088</td>
<td>$13,926.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>94.2</td>
<td>$1,172</td>
<td>$77,304.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>234.8</td>
<td>$1,558</td>
<td>$365,506.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>79.2</td>
<td>$1,655</td>
<td>$131,076.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>83.6</td>
<td>$1,419</td>
<td>$118,828.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>107.8</td>
<td>$1,149</td>
<td>$123,882.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>24.1</td>
<td>$1,235</td>
<td>$29,753.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>48.9</td>
<td>$1,353</td>
<td>$68,415.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>35.5</td>
<td>$1,268</td>
<td>$45,014.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>47.9</td>
<td>$1,240</td>
<td>$59,908.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>59.8</td>
<td>$1,178</td>
<td>$70,444.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>178.6</td>
<td>$1,208</td>
<td>$215,748.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>577.5</td>
<td>$1,224</td>
<td>$708,850.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>28.0</td>
<td>$1,164</td>
<td>$42,608.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Lake Ramona</strong></td>
<td>2,274.5</td>
<td></td>
<td>$2,848,467.30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **ACTIVITY FOR MONTH (USAGE) INVENTORY INCREASE** |          |              |               |           |               |
| acre feet | (129.80) | ($140,779.50) |               |           |               |

| **ENDING INVENTORY** October 31, 2019 |          |              |               |           |               |
| acre feet | 2.144.7  |               | $2,705,707.80 |           |               |

<table>
<thead>
<tr>
<th>acre feet</th>
<th>cost/acre ft</th>
<th>total value</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0</td>
<td>$1,101</td>
<td>$0.00</td>
</tr>
<tr>
<td>0.0</td>
<td>$1,086</td>
<td>$0.00</td>
</tr>
<tr>
<td>166.3</td>
<td>$1,050</td>
<td>$174,615.00</td>
</tr>
<tr>
<td>44.1</td>
<td>$1,079</td>
<td>$47,559.80</td>
</tr>
<tr>
<td>75.9</td>
<td>$1,058</td>
<td>$80,502.00</td>
</tr>
<tr>
<td>25.6</td>
<td>$1,113</td>
<td>$28,492.80</td>
</tr>
<tr>
<td>135.4</td>
<td>$1,311</td>
<td>$177,509.40</td>
</tr>
<tr>
<td>114.9</td>
<td>$1,140</td>
<td>$130,988.00</td>
</tr>
<tr>
<td>12.8</td>
<td>$1,088</td>
<td>$13,926.40</td>
</tr>
<tr>
<td>64.2</td>
<td>$1,172</td>
<td>$75,242.40</td>
</tr>
<tr>
<td>234.6</td>
<td>$1,559</td>
<td>$305,506.80</td>
</tr>
<tr>
<td>79.2</td>
<td>$1,655</td>
<td>$131,076.00</td>
</tr>
<tr>
<td>83.6</td>
<td>$1,419</td>
<td>$118,828.40</td>
</tr>
<tr>
<td>107.8</td>
<td>$1,149</td>
<td>$123,882.30</td>
</tr>
<tr>
<td>24.1</td>
<td>$1,235</td>
<td>$29,753.50</td>
</tr>
<tr>
<td>48.9</td>
<td>$1,353</td>
<td>$68,415.70</td>
</tr>
<tr>
<td>35.5</td>
<td>$1,268</td>
<td>$45,014.00</td>
</tr>
<tr>
<td>47.9</td>
<td>$1,240</td>
<td>$59,908.00</td>
</tr>
<tr>
<td>59.8</td>
<td>$1,178</td>
<td>$70,444.40</td>
</tr>
<tr>
<td>178.6</td>
<td>$1,208</td>
<td>$215,748.80</td>
</tr>
<tr>
<td>577.5</td>
<td>$1,224</td>
<td>$708,850.00</td>
</tr>
<tr>
<td>28.0</td>
<td>$1,164</td>
<td>$42,608.00</td>
</tr>
</tbody>
</table>
### Reservoirs - Untreated

<table>
<thead>
<tr>
<th>Volume (acre-ft)</th>
<th>Water Level (ft)</th>
<th>Volume (acre-ft)</th>
<th>Water Level (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.9</td>
<td>1,088</td>
<td>2,067.20</td>
<td>(0.9)</td>
</tr>
<tr>
<td>0.2</td>
<td>1,123</td>
<td>2,024.60</td>
<td>0.2</td>
</tr>
<tr>
<td>1.0</td>
<td>1,172</td>
<td>1,172.00</td>
<td>1.0</td>
</tr>
<tr>
<td>2.5</td>
<td>1,469</td>
<td>1,647.60</td>
<td>2.5</td>
</tr>
<tr>
<td>0.3</td>
<td>1,182</td>
<td>3,018.60</td>
<td>0.3</td>
</tr>
<tr>
<td>0.7</td>
<td>1,278</td>
<td>3,894.60</td>
<td>0.7</td>
</tr>
<tr>
<td>1.4</td>
<td>1,211</td>
<td>1,685.40</td>
<td>1.4</td>
</tr>
<tr>
<td>3.5</td>
<td>1,248</td>
<td>4,308.00</td>
<td>3.5</td>
</tr>
<tr>
<td>2.8</td>
<td>1,248</td>
<td>3,494.40</td>
<td>2.8</td>
</tr>
<tr>
<td>0.4</td>
<td>1,353</td>
<td>5,411.20</td>
<td>0.4</td>
</tr>
<tr>
<td>1.2</td>
<td>1,513</td>
<td>1,916.50</td>
<td>1.2</td>
</tr>
<tr>
<td>1.3</td>
<td>1,244</td>
<td>1,581.15</td>
<td>1.3</td>
</tr>
<tr>
<td>1.9</td>
<td>1,178</td>
<td>2,273.54</td>
<td>1.9</td>
</tr>
<tr>
<td>2.2</td>
<td>1,206</td>
<td>2,633.44</td>
<td>2.2</td>
</tr>
<tr>
<td>2.3</td>
<td>1,354</td>
<td>3,050.04</td>
<td>2.3</td>
</tr>
<tr>
<td>2.8</td>
<td>1,564</td>
<td>4,453.20</td>
<td>2.8</td>
</tr>
<tr>
<td>3.6</td>
<td>1,663</td>
<td>6,630.48</td>
<td>3.6</td>
</tr>
<tr>
<td>0.1</td>
<td>1,673</td>
<td>157.30</td>
<td>0.1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>50.0</strong></td>
<td><strong>40,139.25</strong></td>
<td><strong>50.0</strong></td>
</tr>
</tbody>
</table>

### Reservoirs - Treated

<table>
<thead>
<tr>
<th>Volume (acre-ft)</th>
<th>Water Level (ft)</th>
<th>Volume (acre-ft)</th>
<th>Water Level (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.6</td>
<td>1,580</td>
<td>10,503.29</td>
<td>6.6</td>
</tr>
<tr>
<td>2.0</td>
<td>1,420</td>
<td>2,840.00</td>
<td>2.0</td>
</tr>
<tr>
<td>0.8</td>
<td>1,414</td>
<td>1,191.28</td>
<td>0.8</td>
</tr>
<tr>
<td>0.7</td>
<td>1,368</td>
<td>957.60</td>
<td>0.7</td>
</tr>
<tr>
<td>4.7</td>
<td>1,463</td>
<td>8,594.10</td>
<td>4.7</td>
</tr>
<tr>
<td>0.5</td>
<td>1,402</td>
<td>723.00</td>
<td>0.5</td>
</tr>
<tr>
<td>1.2</td>
<td>1,729</td>
<td>2,089.80</td>
<td>1.2</td>
</tr>
<tr>
<td>2.0</td>
<td>1,643</td>
<td>2,386.00</td>
<td>2.0</td>
</tr>
<tr>
<td>2.6</td>
<td>1,576</td>
<td>6,957.60</td>
<td>2.6</td>
</tr>
<tr>
<td>1.9</td>
<td>1,538</td>
<td>2,922.20</td>
<td>1.9</td>
</tr>
<tr>
<td>2.2</td>
<td>1,505</td>
<td>3,311.00</td>
<td>2.2</td>
</tr>
<tr>
<td>0.6</td>
<td>1,522</td>
<td>913.20</td>
<td>0.6</td>
</tr>
<tr>
<td>2.1</td>
<td>1,566</td>
<td>2,235.20</td>
<td>2.1</td>
</tr>
<tr>
<td>1.3</td>
<td>1,538</td>
<td>2,020.00</td>
<td>1.3</td>
</tr>
<tr>
<td>1.2</td>
<td>1,544</td>
<td>1,775.60</td>
<td>1.2</td>
</tr>
<tr>
<td>5.6</td>
<td>1,500</td>
<td>5,603.00</td>
<td>5.6</td>
</tr>
<tr>
<td>0.1</td>
<td>1,538</td>
<td>153.80</td>
<td>0.1</td>
</tr>
<tr>
<td>5.0</td>
<td>1,713</td>
<td>8,565.00</td>
<td>5.0</td>
</tr>
<tr>
<td>3.0</td>
<td>1,637</td>
<td>4,911.00</td>
<td>3.0</td>
</tr>
<tr>
<td>4.4</td>
<td>1,307</td>
<td>5,685.45</td>
<td>4.4</td>
</tr>
<tr>
<td>0.9</td>
<td>1,297</td>
<td>1,115.42</td>
<td>0.9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>47.3</strong></td>
<td><strong>72,270.00</strong></td>
<td><strong>47.3</strong></td>
</tr>
</tbody>
</table>

**Sub Total Reservoirs:** 77.3 $112,379.31

**Grand Total Water Inventory:** 2,351.8 $2,556,890.6

### Water Inventory

<table>
<thead>
<tr>
<th>Month</th>
<th>Inventory (acre-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>2,556</td>
</tr>
<tr>
<td>Aug</td>
<td>2,556</td>
</tr>
<tr>
<td>Sep</td>
<td>2,556</td>
</tr>
<tr>
<td>Oct</td>
<td>2,556</td>
</tr>
<tr>
<td>Nov</td>
<td>2,556</td>
</tr>
<tr>
<td>Dec</td>
<td>2,556</td>
</tr>
<tr>
<td>Jan</td>
<td>2,556</td>
</tr>
<tr>
<td>Feb</td>
<td>2,556</td>
</tr>
<tr>
<td>Mar</td>
<td>2,556</td>
</tr>
<tr>
<td>Apr</td>
<td>2,556</td>
</tr>
<tr>
<td>May</td>
<td>2,556</td>
</tr>
<tr>
<td>Jun</td>
<td>2,556</td>
</tr>
</tbody>
</table>

**Total:** 2,237.4 $2,627,283.1
<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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrecovered - Acre Feet</td>
<td>135.1</td>
<td>129.0</td>
<td>145.3</td>
<td>155.8</td>
<td>115.4</td>
<td>114.3</td>
<td>60.8</td>
<td>90.6</td>
<td>37.9</td>
<td>6.1</td>
<td>108.5</td>
<td>183.0</td>
<td>1,321.8</td>
</tr>
<tr>
<td>Treated - Acre Feet</td>
<td>377.4</td>
<td>340.5</td>
<td>380.4</td>
<td>352.8</td>
<td>392.9</td>
<td>322.1</td>
<td>305.7</td>
<td>242.1</td>
<td>219.8</td>
<td>246.7</td>
<td>274.5</td>
<td>338.1</td>
<td>1,701.6</td>
</tr>
<tr>
<td>Total</td>
<td>512.5</td>
<td>469.5</td>
<td>525.7</td>
<td>508.6</td>
<td>508.3</td>
<td>436.4</td>
<td>366.5</td>
<td>332.7</td>
<td>257.7</td>
<td>332.8</td>
<td>383.0</td>
<td>481.1</td>
<td>5,114.8</td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrecovered - Acre Feet</td>
<td>145.3</td>
<td>184.9</td>
<td>121.0</td>
<td>101.0</td>
<td>106.8</td>
<td>24.5</td>
<td>25.2</td>
<td>4.0</td>
<td>6.8</td>
<td>49.1</td>
<td>71.8</td>
<td>900.6</td>
<td></td>
</tr>
<tr>
<td>Treated - Acre Feet</td>
<td>319.0</td>
<td>355.6</td>
<td>415.7</td>
<td>357.9</td>
<td>366.5</td>
<td>277.4</td>
<td>251.6</td>
<td>199.1</td>
<td>164.3</td>
<td>191.9</td>
<td>225.4</td>
<td>205.6</td>
<td>3,459.9</td>
</tr>
<tr>
<td>Total</td>
<td>564.3</td>
<td>539.5</td>
<td>536.7</td>
<td>485.9</td>
<td>446.9</td>
<td>301.9</td>
<td>276.8</td>
<td>263.1</td>
<td>371.4</td>
<td>257.9</td>
<td>274.5</td>
<td>337.4</td>
<td>4,359.9</td>
</tr>
<tr>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrecovered - Acre Feet</td>
<td>92.9</td>
<td>133.2</td>
<td>110.6</td>
<td>103.7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>436.8</td>
</tr>
<tr>
<td>Treated - Acre Feet</td>
<td>310.8</td>
<td>345.9</td>
<td>410.5</td>
<td>363.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,428.3</td>
</tr>
<tr>
<td>Total</td>
<td>403.7</td>
<td>468.1</td>
<td>521.0</td>
<td>464.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,865.1</td>
</tr>
<tr>
<td>SUPPLY CHARGES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Treated - Acre Feet</td>
<td>415.4</td>
<td>430.2</td>
<td>383.9</td>
<td>375.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,604.6</td>
</tr>
<tr>
<td>Water Treated - $ Amount</td>
<td>$492,249</td>
<td>$509,787</td>
<td>$454,922</td>
<td>$444,494</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,901,415</td>
</tr>
<tr>
<td>Water Unrecovered - CWA - Acre Feet</td>
<td>0.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.5</td>
</tr>
<tr>
<td>Water Unrecovered - CWA - $ Amount</td>
<td>$455</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$455</td>
</tr>
<tr>
<td>Transportation Charge - Meter Delivery - CWA - $ Amount</td>
<td>$49,848</td>
<td>$51,624</td>
<td>$46,968</td>
<td>$45,072</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$192,612</td>
</tr>
<tr>
<td>WATER EXCHANGES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Exchanges (to) From Other Agencies - Acre Feet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Exchanges (to) From Other Agencies - $ Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Charges - Exchanges - $ Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIXED CHARGES (CREDITS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MWD Capacity Reservoir Charge - $ Amount</td>
<td>$8,306</td>
<td>$8,266</td>
<td>$8,306</td>
<td>$8,306</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$33,224</td>
</tr>
<tr>
<td>MWD Readmission to Serve Credit - $ Amount</td>
<td>($7,988)</td>
<td>($7,988)</td>
<td>($7,988)</td>
<td>($7,988)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($31,556)</td>
</tr>
<tr>
<td>CWA Customer Service Charge - $ Amount</td>
<td>$25,816</td>
<td>$25,816</td>
<td>$25,816</td>
<td>$25,816</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$101,662</td>
</tr>
<tr>
<td>CWA Emergency Storage Charge - $ Amount</td>
<td>$54,301</td>
<td>$54,301</td>
<td>$54,301</td>
<td>$54,301</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$217,203</td>
</tr>
<tr>
<td>CWA Capacity Reliability Charge</td>
<td>$27,383</td>
<td>$27,383</td>
<td>$27,383</td>
<td>$27,383</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$105,534</td>
</tr>
<tr>
<td>CWA Infrastructure Access Charge</td>
<td>$25,762</td>
<td>$26,762</td>
<td>$26,762</td>
<td>$26,762</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$123,044</td>
</tr>
<tr>
<td>Other Charges and Credits Adjustments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAWR Water Programs &amp; LLP - Acre Feet</td>
<td>(118.5)</td>
<td>(140.5)</td>
<td>(108.2)</td>
<td>(95.9)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(463.5)</td>
</tr>
<tr>
<td>SAWR Water Programs &amp; LLP Adjustment - $ Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAWR Water Programs &amp; LLP - $ Amount</td>
<td>($25,237.8)</td>
<td>($24,232.8)</td>
<td>($18,532.3)</td>
<td>($16,891.7)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($79,777.4)</td>
</tr>
<tr>
<td>Total - Acre Feet</td>
<td>415.4</td>
<td>439.2</td>
<td>383.9</td>
<td>375.6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,665.1</td>
</tr>
<tr>
<td>Total - $ Amount</td>
<td>$646,023</td>
<td>$675,347</td>
<td>$626,757</td>
<td>$681,771</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,567,919</td>
</tr>
<tr>
<td>Total Inventory - Acre Feet</td>
<td>(144.5)</td>
<td>(152.5)</td>
<td>(146.2)</td>
<td>(124.4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(546.7)</td>
</tr>
<tr>
<td>$ Amount</td>
<td>$138,464.7</td>
<td>$148,946.1</td>
<td>$142,866.5</td>
<td>$121,693.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($541,898.6)</td>
</tr>
</tbody>
</table>
## Ramona Municipal Water District
### Capital Projects
#### October 31, 2019

**FUND 43**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Month</td>
<td>YTD</td>
<td>Available</td>
</tr>
<tr>
<td>51250 Pump control cla-val maint.</td>
<td>$15,000</td>
<td>$0</td>
<td>$14,353</td>
<td>$647</td>
</tr>
<tr>
<td>51255 Underground service system/GIS</td>
<td>$20,000</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
</tr>
<tr>
<td>51257 Vehicle Replacement</td>
<td>$65,000</td>
<td>$0</td>
<td>$0</td>
<td>$65,000</td>
</tr>
<tr>
<td>51258 Ramona Dam Slide Gate Control Panel</td>
<td>$82,000</td>
<td>$0</td>
<td>$0</td>
<td>$82,000</td>
</tr>
<tr>
<td>51259 18&quot; Poway Pipeline Erosion Project</td>
<td>$210,000</td>
<td>$17,495</td>
<td>$28,028</td>
<td>$181,972</td>
</tr>
<tr>
<td>51260 Tank Rehab</td>
<td>$100,000</td>
<td>$0</td>
<td>$128,150</td>
<td>($28,150)</td>
</tr>
<tr>
<td>51261 Pressure Reducing Valve (PRV)</td>
<td>$240,000</td>
<td>$5,083</td>
<td>$118,123</td>
<td>$121,877</td>
</tr>
<tr>
<td>51262 Mt. Woodson 18&quot; Bypass</td>
<td>$20,000</td>
<td>$0</td>
<td>$990</td>
<td>$19,010</td>
</tr>
<tr>
<td>51264 Pump Station Electric Control Center &quot;MCC&quot; Rehab</td>
<td>$200,000</td>
<td>$0</td>
<td>$0</td>
<td>$200,000</td>
</tr>
<tr>
<td>51265 Operations Security Cameras</td>
<td>$11,000</td>
<td>$0</td>
<td>$0</td>
<td>$11,000</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$2,200</td>
<td>$2,200</td>
<td>($2,200)</td>
</tr>
<tr>
<td></td>
<td>$963,000</td>
<td>$24,778</td>
<td>$291,844</td>
<td>$671,156</td>
</tr>
</tbody>
</table>

**FUND 10**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Month</td>
<td>YTD</td>
<td>Available</td>
</tr>
<tr>
<td>52018 Pump and Motor Efficiency</td>
<td>$73,000</td>
<td>$0</td>
<td>$0</td>
<td>$73,000</td>
</tr>
<tr>
<td></td>
<td>$73,000</td>
<td>$0</td>
<td>$0</td>
<td>$73,000</td>
</tr>
</tbody>
</table>

**FUND 26**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Month</td>
<td>YTD</td>
<td>Available</td>
</tr>
<tr>
<td>56016 IT assessment project &amp; equipment</td>
<td>$27,000</td>
<td>$42</td>
<td>$6,745</td>
<td>$20,255</td>
</tr>
<tr>
<td>56017 Conversion projects for system software</td>
<td>$125,000</td>
<td>$0</td>
<td>$0</td>
<td>$125,000</td>
</tr>
<tr>
<td>56020 Facilities - parking lot, building reno</td>
<td>$185,000</td>
<td>$0</td>
<td>$230</td>
<td>$184,770</td>
</tr>
<tr>
<td>56022 Data infrastructure/network upgrade</td>
<td>$18,000</td>
<td>$0</td>
<td>$0</td>
<td>$18,000</td>
</tr>
<tr>
<td></td>
<td>$355,000</td>
<td>$42</td>
<td>$6,975</td>
<td>$348,025</td>
</tr>
</tbody>
</table>

**FUND 12**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Month</td>
<td>YTD</td>
<td>Available</td>
</tr>
<tr>
<td>52016 Ambulance payments</td>
<td>$72,000</td>
<td>$0</td>
<td>$70,748</td>
<td>$1,252</td>
</tr>
<tr>
<td>52021 Engine Payments</td>
<td>$65,813</td>
<td>$0</td>
<td>$65,813</td>
<td>$0</td>
</tr>
<tr>
<td>52026 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>52028 SCBA replacement</td>
<td>$8,000</td>
<td>$0</td>
<td>$0</td>
<td>$8,000</td>
</tr>
<tr>
<td>52029 Hose Replacement</td>
<td>$10,600</td>
<td>$0</td>
<td>$0</td>
<td>$10,600</td>
</tr>
<tr>
<td>52030 Multi Gas Detectors</td>
<td>$10,000</td>
<td>$0</td>
<td>$625</td>
<td>$9,375</td>
</tr>
<tr>
<td>52031 Station 82 Hose Washing/Drying Rack</td>
<td>$7,000</td>
<td>$0</td>
<td>$0</td>
<td>$7,000</td>
</tr>
<tr>
<td>52032 Station 81 Replacement Beds/Frames</td>
<td>$5,000</td>
<td>$4,976</td>
<td>$4,976</td>
<td>$24</td>
</tr>
<tr>
<td></td>
<td>$185,688</td>
<td>$4,976</td>
<td>$142,162</td>
<td>$43,506</td>
</tr>
</tbody>
</table>

**FUND 11**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Month</td>
<td>YTD</td>
<td>Available</td>
</tr>
<tr>
<td>51932 Valve replacements</td>
<td>$200,000</td>
<td>$0</td>
<td>$4,212</td>
<td>$195,788</td>
</tr>
<tr>
<td>51942 Water meter replacement</td>
<td>$200,000</td>
<td>$0</td>
<td>$16,464</td>
<td>$233,536</td>
</tr>
<tr>
<td>51940A Infrastructure replacement program</td>
<td>$1,150,000</td>
<td>$3,291</td>
<td>$14,572</td>
<td>$1,135,428</td>
</tr>
<tr>
<td>51245 Poway Forebay Tank Repair (Under Warranty)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>51951 500KW Portable Generators</td>
<td>$350,000</td>
<td>$86,761</td>
<td>$86,761</td>
<td>$263,239</td>
</tr>
<tr>
<td>51952 Vehicle Replacement</td>
<td>$250,000</td>
<td>$0</td>
<td>$0</td>
<td>$250,000</td>
</tr>
<tr>
<td>51953 Poway Pump Station low flow Natural Gas Engines</td>
<td>$850,000</td>
<td>$25,253</td>
<td>$31,181</td>
<td>$818,820</td>
</tr>
<tr>
<td>51954 Water Master Plan</td>
<td>$160,000</td>
<td>$825</td>
<td>$825</td>
<td>$159,175</td>
</tr>
<tr>
<td>51955 PPS Natural Gas Engine Gear Drive</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>51956 HV 1800 - 1700 Zone Connection</td>
<td>$100,000</td>
<td>$0</td>
<td>$0</td>
<td>$100,000</td>
</tr>
<tr>
<td>51957 Asbestos Saw</td>
<td>$25,000</td>
<td>$22,230</td>
<td>$26,251</td>
<td>($1,251)</td>
</tr>
<tr>
<td>51958 Untreated System Water Model</td>
<td>$30,000</td>
<td>$3,975</td>
<td>$3,975</td>
<td>$26,025</td>
</tr>
<tr>
<td>51959 Rangeland Jack and Bore Permanent Repair</td>
<td>$425,000</td>
<td>$0</td>
<td>$0</td>
<td>$425,000</td>
</tr>
<tr>
<td></td>
<td>$3,765,000</td>
<td>$142,334</td>
<td>$184,241</td>
<td>$3,580,759</td>
</tr>
</tbody>
</table>
## FUND 22

### San Vicente Capital Replacements Projects

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt and Nutrient Management Plan</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>Telemetry - Plant</td>
<td>$17,000</td>
<td>$2,360</td>
<td>$2,360</td>
<td>$14,640</td>
</tr>
<tr>
<td>UF &amp; RO membranes</td>
<td>$80,000</td>
<td>$0</td>
<td>$0</td>
<td>$80,000</td>
</tr>
<tr>
<td>SV RO/Brine Reduction</td>
<td>$25,000</td>
<td>$0</td>
<td>$0</td>
<td>$25,000</td>
</tr>
<tr>
<td>Collection system infrastructure</td>
<td>$230,000</td>
<td>$0</td>
<td>$1,852</td>
<td>$228,148</td>
</tr>
<tr>
<td>Filter media</td>
<td>$26,000</td>
<td>$0</td>
<td>$0</td>
<td>$26,000</td>
</tr>
<tr>
<td>Asphalt</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>Root control</td>
<td>$15,000</td>
<td>$0</td>
<td>$0</td>
<td>$15,000</td>
</tr>
<tr>
<td>SCADA system - Collections</td>
<td>$20,000</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
</tr>
<tr>
<td>Oxidation Basin and RAS Station Elec Restoration</td>
<td>$63,000</td>
<td>$0</td>
<td>$0</td>
<td>$63,000</td>
</tr>
<tr>
<td>SV Spray fields Project</td>
<td>$1,850,000</td>
<td>$83,527</td>
<td>$1,179,081</td>
<td>$670,919</td>
</tr>
<tr>
<td>Solids Handling Study</td>
<td>$82,500</td>
<td>$0</td>
<td>$0</td>
<td>$82,500</td>
</tr>
<tr>
<td>Manhole rehab</td>
<td>$50,000</td>
<td>$6,600</td>
<td>$6,600</td>
<td>$43,400</td>
</tr>
<tr>
<td>Painting Clarifiers 3 and 4</td>
<td>$20,000</td>
<td>$5,668</td>
<td>$5,668</td>
<td>$13,332</td>
</tr>
<tr>
<td>Collection System Inflow &amp; Infiltration</td>
<td>$200,000</td>
<td>$0</td>
<td>$0</td>
<td>$200,000</td>
</tr>
<tr>
<td>Lift Station Rehab (Electric Control Center &quot;MCC&quot;)</td>
<td>$200,000</td>
<td>$0</td>
<td>$0</td>
<td>$200,000</td>
</tr>
<tr>
<td>Grit Removal System</td>
<td>$40,000</td>
<td>$0</td>
<td>$0</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

**Total Budget:** $2,927,500  
**Total Available:** $1,195,560  
**Total Available:** $1,731,940

## FUND 24

### Fire Mitigation Capital Replacements Projects

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>New engine payments</td>
<td>$32,906</td>
<td>$0</td>
<td>$32,906</td>
<td>$0</td>
</tr>
<tr>
<td>Station 80 Remodel</td>
<td>$140,406</td>
<td>$0</td>
<td>$0</td>
<td>$140,406</td>
</tr>
</tbody>
</table>

**Total Budget:** $173,312  
**Total Available:** $140,406

## FUND 25

### Santa Maria Capital Replacements Projects

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SM Collection system infrastructure</td>
<td>$500,000</td>
<td>$240</td>
<td>$240</td>
<td>$499,760</td>
</tr>
<tr>
<td>Telemetry - Plant</td>
<td>$15,000</td>
<td>$2,360</td>
<td>$2,360</td>
<td>$12,640</td>
</tr>
<tr>
<td>Pump station grinders</td>
<td>$20,000</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
</tr>
<tr>
<td>Spray field fence replacement</td>
<td>$20,000</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
</tr>
<tr>
<td>Asphalt repair</td>
<td>$10,000</td>
<td>$2,300</td>
<td>$2,300</td>
<td>$7,700</td>
</tr>
<tr>
<td>Salt and Nutrient Management</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
</tr>
<tr>
<td>SM Spray field maintenance</td>
<td>$20,000</td>
<td>$199</td>
<td>$4,111</td>
<td>$7,011</td>
</tr>
<tr>
<td>Effluent Transmission Pipe</td>
<td>$3,500,000</td>
<td>$12,190</td>
<td>$19,164</td>
<td>$3,480,836</td>
</tr>
<tr>
<td>Clarifier 3 Rehab (Under Warranty)</td>
<td>$0</td>
<td>$0</td>
<td>$3,687</td>
<td>($3,687)</td>
</tr>
<tr>
<td>Influent pump station/Screening and Grit Removal</td>
<td>$1,860,000</td>
<td>$0</td>
<td>$0</td>
<td>$1,860,000</td>
</tr>
<tr>
<td>Vehicle replacements</td>
<td>$80,000</td>
<td>$0</td>
<td>$0</td>
<td>$80,000</td>
</tr>
<tr>
<td>Collection System Inflow &amp; Infiltration</td>
<td>$200,000</td>
<td>$0</td>
<td>$1,852</td>
<td>$198,148</td>
</tr>
<tr>
<td>Centrifuge Rebuild</td>
<td>$20,000</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
</tr>
<tr>
<td>Root Control</td>
<td>$25,000</td>
<td>$0</td>
<td>$0</td>
<td>$25,000</td>
</tr>
<tr>
<td>SCADA System - Collections</td>
<td>$25,000</td>
<td>$12,500</td>
<td>$12,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>Relocation of 21&quot; Main</td>
<td>$350,000</td>
<td>$0</td>
<td>$0</td>
<td>$350,000</td>
</tr>
<tr>
<td>Sewer Lift Station Rehab Program (Year 1 of 4)</td>
<td>$200,000</td>
<td>$0</td>
<td>$0</td>
<td>$200,000</td>
</tr>
<tr>
<td>Manhole rehab</td>
<td>$75,000</td>
<td>$0</td>
<td>$0</td>
<td>$75,000</td>
</tr>
</tbody>
</table>

**Total Budget:** $6,925,000  
**Total Available:** $4,7214  
**Total Available:** $6,877,786

**Total of all Projects:** $15,367,480  
**Total Available:** $300,073  
**Total Available:** $1,900,903  
**Total Available:** $13,465,577
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.
## Ramona Municipal Water District
### Tax Allocation Worksheet Trend
#### Fiscal Year 2019-2020

<table>
<thead>
<tr>
<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>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1% Property Tax</td>
<td>$96,783.85</td>
<td>$34,566.31</td>
<td>$67,236.22</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$201,589.38</td>
</tr>
<tr>
<td>Park Improv Dist.</td>
<td>$2,350.07</td>
<td>$817.37</td>
<td>$1,589.82</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$4,755.96</td>
</tr>
<tr>
<td>SV Cap Replacement</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>San Vicente EDU &amp; Availability</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Santa Maria EDU</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Fire - Paramedic</td>
<td>$-</td>
<td>$-</td>
<td>$168.52</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$168.52</td>
</tr>
<tr>
<td>AD 99.1</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Delinquent Water Charge</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$102,142.92</td>
<td>$35,366.58</td>
<td>$69,014.35</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$256,543.86</td>
</tr>
</tbody>
</table>
## OPERATING REVENUE/EXPENDITURE TREND 2019-2020

<table>
<thead>
<tr>
<th></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>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>27,865</td>
<td>13,548</td>
<td>35,455</td>
<td>20,604</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>97,472</td>
</tr>
<tr>
<td>Transfer</td>
<td>229,295</td>
<td>213,187</td>
<td>266,809</td>
<td>442,651</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,151,942</td>
</tr>
<tr>
<td>Total</td>
<td>257,160</td>
<td>226,735</td>
<td>302,264</td>
<td>463,255</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,249,414</td>
</tr>
<tr>
<td>Expenditures</td>
<td>(229,297)</td>
<td>(215,313)</td>
<td>(285,151)</td>
<td>(459,325)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1,189,088)</td>
</tr>
<tr>
<td>Net Result</td>
<td>27,863</td>
<td>11,420</td>
<td>17,113</td>
<td>3,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60,326</td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>1,383,198</td>
<td>1,753,351</td>
<td>1,753,171</td>
<td>1,716,676</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,606,397</td>
</tr>
<tr>
<td>Expenditure</td>
<td>(1,224,718)</td>
<td>(1,331,028)</td>
<td>(1,273,884)</td>
<td>(1,208,446)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(5,038,076)</td>
</tr>
<tr>
<td>Transfers</td>
<td>(894,984)</td>
<td>(134,796)</td>
<td>(168,705)</td>
<td>(279,888)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1,478,373)</td>
</tr>
<tr>
<td>Net Result</td>
<td>(736,504)</td>
<td>287,528</td>
<td>310,582</td>
<td>228,343</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>89,947</td>
</tr>
<tr>
<td><strong>Fire</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>476,717</td>
<td>552,069</td>
<td>527,256</td>
<td>495,619</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,051,682</td>
</tr>
<tr>
<td>Expenditure</td>
<td>(558,417)</td>
<td>(623,457)</td>
<td>(577,855)</td>
<td>(617,021)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(2,376,750)</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Net Result</td>
<td>(81,700)</td>
<td>(71,367)</td>
<td>(50,599)</td>
<td>(121,402)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(325,068)</td>
</tr>
<tr>
<td><strong>Parks</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>11,900</td>
<td>11,900</td>
<td>13,037</td>
<td>11,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>48,787</td>
</tr>
<tr>
<td>Expenditure</td>
<td>0</td>
<td>0</td>
<td>35,700</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(35,700)</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Net Result</td>
<td>11,900</td>
<td>11,900</td>
<td>22,663</td>
<td>11,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13,037</td>
</tr>
<tr>
<td><strong>San Vicente</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>254,558</td>
<td>257,080</td>
<td>264,173</td>
<td>269,172</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,044,984</td>
</tr>
<tr>
<td>Expenditure</td>
<td>(89,774)</td>
<td>(107,978)</td>
<td>(131,241)</td>
<td>(155,614)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(475,007)</td>
</tr>
<tr>
<td>Transfers</td>
<td>(1,085,454)</td>
<td>(33,003)</td>
<td>(41,301)</td>
<td>(68,523)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1,228,321)</td>
</tr>
<tr>
<td>Net Result</td>
<td>(911,710)</td>
<td>116,699</td>
<td>91,631</td>
<td>45,635</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(658,345)</td>
</tr>
<tr>
<td><strong>Santa Maria</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>329,893</td>
<td>366,322</td>
<td>392,939</td>
<td>365,127</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,454,281</td>
</tr>
<tr>
<td>Expenditure</td>
<td>(93,082)</td>
<td>(133,058)</td>
<td>(158,464)</td>
<td>(146,517)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(531,122)</td>
</tr>
<tr>
<td>Transfers</td>
<td>(1,548,817)</td>
<td>(45,388)</td>
<td>(56,803)</td>
<td>(94,240)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1,745,248)</td>
</tr>
<tr>
<td>Net Result</td>
<td>(1,310,066)</td>
<td>187,876</td>
<td>177,672</td>
<td>124,370</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(822,089)</td>
</tr>
<tr>
<td><strong>Summary</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>2,484,132</td>
<td>2,954,291</td>
<td>2,986,031</td>
<td>2,879,099</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11,303,553</td>
</tr>
<tr>
<td>Expenditure</td>
<td>(2,186,290)</td>
<td>(2,416,836)</td>
<td>(2,462,295)</td>
<td>(2,586,323)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(9,645,744)</td>
</tr>
<tr>
<td>Transfers</td>
<td>(3,300,000)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(3,300,000)</td>
</tr>
<tr>
<td>Net Result</td>
<td>(3,002,158)</td>
<td>543,455</td>
<td>523,736</td>
<td>292,775</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1,642,192)</td>
</tr>
</tbody>
</table>
# RAMONA MUNICIPAL WATER DISTRICT

## SALARIES AND WAGES TREND

As of October 31, 2019 (8 payperiods of 26)

## General Fund

<table>
<thead>
<tr>
<th>Department</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager Department</td>
<td>263,114</td>
<td>80,958</td>
<td>344,072</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>157,118</td>
<td>48,344</td>
<td>205,462</td>
</tr>
<tr>
<td>Benefits</td>
<td>120,002</td>
<td>32,614</td>
<td>152,616</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engineering Department</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Department</td>
<td>71,776</td>
<td>22,085</td>
<td>93,861</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>55,553</td>
<td>17,093</td>
<td>72,646</td>
</tr>
<tr>
<td>Benefits</td>
<td>48,990</td>
<td>9,207</td>
<td>58,197</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Finance Department</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Department</td>
<td>1,308,805</td>
<td>627,590</td>
<td>1,936,395</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>835,095</td>
<td>356,535</td>
<td>1,191,630</td>
</tr>
<tr>
<td>Benefits</td>
<td>71,910</td>
<td>27,415</td>
<td>99,325</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water Fund</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Fund</td>
<td>1,993,438</td>
<td>921,730</td>
<td>2,915,168</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>1,203,258</td>
<td>550,106</td>
<td>1,753,364</td>
</tr>
<tr>
<td>Benefits</td>
<td>102,094</td>
<td>42,026</td>
<td>144,120</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>San Vicente Sanitation</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Vicente Sanitation</td>
<td>473,270</td>
<td>145,622</td>
<td>618,892</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>294,588</td>
<td>90,643</td>
<td>385,231</td>
</tr>
<tr>
<td>Benefits</td>
<td>23,371</td>
<td>7,130</td>
<td>30,501</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Santa Maria Sanitation</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Maria Sanitation</td>
<td>662,472</td>
<td>203,838</td>
<td>866,308</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>394,374</td>
<td>121,346</td>
<td>515,720</td>
</tr>
<tr>
<td>Benefits</td>
<td>58,098</td>
<td>18,334</td>
<td>76,432</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total District</th>
<th>Salaries and Wages</th>
<th>Benefits</th>
<th>Total District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total District</td>
<td>4,772,875</td>
<td>1,468,578</td>
<td>6,241,453</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>2,939,986</td>
<td>904,613</td>
<td>3,844,599</td>
</tr>
<tr>
<td>Benefits</td>
<td>739,980</td>
<td>229,042</td>
<td>969,022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% Under % -Over</th>
<th>1.67%</th>
<th>23.20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Under % -Over</td>
<td>3.85%</td>
<td>-9.40%</td>
</tr>
<tr>
<td>% Under % -Over</td>
<td>0.76%</td>
<td>4.51%</td>
</tr>
<tr>
<td>% Under % -Over</td>
<td>1.80%</td>
<td>-0.95%</td>
</tr>
<tr>
<td>% Under % -Over</td>
<td>-1.69%</td>
<td>-28.24%</td>
</tr>
<tr>
<td>% Under % -Over</td>
<td>-1.87%</td>
<td>7.64%</td>
</tr>
<tr>
<td>% Under % -Over</td>
<td>-0.22%</td>
<td>4.70%</td>
</tr>
</tbody>
</table>
## CASH BALANCE TRENDS

<table>
<thead>
<tr>
<th></th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2019-20 Fiscal Year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>22,537,538</td>
<td>18,541,296</td>
<td>18,503,575</td>
<td>18,564,658</td>
<td>18,957,195</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>728,110</td>
<td>728,110</td>
<td>735,693</td>
<td>409,189</td>
<td>414,299</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital</td>
<td>23,290,355</td>
<td>24,875,652</td>
<td>24,942,658</td>
<td>24,788,405</td>
<td>24,555,559</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>46,546,003</td>
<td>44,145,057</td>
<td>43,981,926</td>
<td>43,761,652</td>
<td>43,927,053</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2018-19 Fiscal Year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>25,543,278</td>
<td>19,070,636</td>
<td>19,277,921</td>
<td>18,816,408</td>
<td>19,331,493</td>
<td>19,203,793</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20,659,869</td>
<td>23,787,211</td>
<td>23,630,506</td>
</tr>
<tr>
<td>Service</td>
<td>1,774,963</td>
<td>1,747,437</td>
<td>1,381,041</td>
<td>803,424</td>
<td>807,844</td>
<td>807,844</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>842,870</td>
<td>861,487</td>
<td>854,284</td>
</tr>
<tr>
<td>Capital</td>
<td>17,780,407</td>
<td>22,702,214</td>
<td>22,627,105</td>
<td>22,267,566</td>
<td>22,034,042</td>
<td>21,922,030</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22,863,227</td>
<td>23,139,354</td>
<td>22,962,167</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>45,098,648</td>
<td>43,520,287</td>
<td>42,286,067</td>
<td>41,887,398</td>
<td>42,173,379</td>
<td>41,923,667</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>44,365,966</td>
<td>47,788,052</td>
<td>47,455,957</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2017-18 Fiscal Year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>23,744,314</td>
<td>20,789,007</td>
<td>20,943,682</td>
<td>20,676,785</td>
<td>20,947,105</td>
<td>21,707,134</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21,540,469</td>
<td>26,242,906</td>
<td>24,647,488</td>
</tr>
<tr>
<td>Service</td>
<td>2,122,231</td>
<td>2,122,059</td>
<td>1,896,376</td>
<td>1,579,780</td>
<td>1,582,275</td>
<td>1,604,602</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,663,330</td>
<td>1,608,094</td>
<td>1,689,987</td>
</tr>
<tr>
<td>Capital</td>
<td>16,342,811</td>
<td>18,794,243</td>
<td>18,365,518</td>
<td>18,694,515</td>
<td>17,954,854</td>
<td>17,645,442</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18,319,064</td>
<td>18,151,164</td>
<td>17,982,330</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2016-17 Fiscal Year</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>20,986,914</td>
<td>20,580,661</td>
<td>18,593,224</td>
<td>18,482,589</td>
<td>18,615,831</td>
<td>19,276,405</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19,681,537</td>
<td>24,221,272</td>
<td>24,251,188</td>
</tr>
<tr>
<td>Service</td>
<td>1,893,987</td>
<td>1,893,618</td>
<td>1,892,506</td>
<td>1,370,434</td>
<td>1,376,713</td>
<td>1,376,737</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,611,957</td>
<td>1,811,926</td>
<td>1,692,945</td>
</tr>
<tr>
<td>Capital</td>
<td>14,898,374</td>
<td>14,924,064</td>
<td>17,319,851</td>
<td>17,058,693</td>
<td>17,060,134</td>
<td>17,154,521</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15,077,640</td>
<td>15,228,626</td>
<td>15,315,479</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>37,779,275</td>
<td>37,398,343</td>
<td>37,910,581</td>
<td>36,911,716</td>
<td>37,052,678</td>
<td>37,828,753</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>36,370,534</td>
<td>41,261,824</td>
<td>41,265,272</td>
</tr>
</tbody>
</table>

---

### Operating Cash Balance Trends

- **By Month:**
- **June to June**
- **Cash Balance:**
  - June: 0
  - July: 5,000,000
  - August: 10,000,000
  - September: 15,000,000
  - October: 20,000,000
  - November: 25,000,000
  - December: 30,000,000
  - January: 35,000,000
  - February: 40,000,000
  - March: 45,000,000
  - April: 50,000,000
  - May: 55,000,000
  - June: 60,000,000

---

**ATTACHMENT 1**
RAMONA MUNICIPAL WATER DISTRICT
AGENDA MEMO

Agenda Item No. B.1.d.
Regular Board Meeting of December 10, 2019

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA 92065

RE: AUTHORIZATION TO AWARD A CONTRACT FOR CONSTRUCTION OF THE POWAY PUMP STATION SECONDARY POWER SOURCE PROJECT II

Members of the Board:

Purpose
To obtain Board authorization for the General Manager to award a contract for the construction of the Poway Pump Station Secondary Power Source Project II.

Background
The Ramona Municipal Water District ("District") owns and maintains approximately 220 miles of water mains related appurtenances. Existing water mains within the system vary in size, material, condition and age. In an effort to improve operational capabilities, to improve power reliability, and to increase energy savings at the Poway Pump Station, the Board of Directors authorized the General Manager to explore the use of natural gas as a backup power source to the existing electric system for the station.

In 2014, the Board authorized award of contract for construction for the now existing 900HP natural gas engine at the Poway Pump Station.

In April 2019, the Board accepted the updated Water System Infrastructure Facilities Plan. The plan update included funds for replacement of the Poway Pump Station # 5 Electric Pump with a new 600 HP Natural Gas Engine driven pump (Poway Pump Station Secondary Power Source Project II). This new pump would be able to handle water demands during low flow conditions.

In August 2019, the Board approved the Amended FY 2019/2020 District Budget which includes funds for the Poway Pump Station Low Flow Natural Gas Engine (Water CRP - Fund 11, Page 39, Line 31: $850,000) as well as funds for the Infrastructure Replacement Project (Water CRP - Fund 11, Page 39, Line 23: $1,150,000).

In November 2019, the project was advertised and a mandatory pre-bid meeting held at the project site. Four contractors were in attendance at the mandatory pre-bid meeting.
In December 2019, bids were received from the four contractors in attendance at the mandatory pre-bid meeting.

**Discussion**

Project bids were received from four contractors and opened during a public bid opening on December 3, 2019 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>NEWest Construction Co. Inc.</td>
<td>$1,149,400.00</td>
</tr>
<tr>
<td>TC Construction, Inc.</td>
<td>$1,433,500.00</td>
</tr>
<tr>
<td>Public Works Contractor Inc.</td>
<td>$1,664,714.22</td>
</tr>
<tr>
<td>Abhe &amp; Svoboda, Inc.</td>
<td>$2,119,176.00</td>
</tr>
</tbody>
</table>

Review of the bids determined the lowest qualified bidder for this project to be NEWest Construction Company Inc. with a total bid amount of $1,149,400. Construction of the project can begin upon receipt of Board approval for award of the project.

**Fiscal Impact**

Total Bid from NEWest Construction Company Inc.: $1,149,400. As noted above, funding for this project was included at $850,000 in the Amended FY19/20 Budget. The Infrastructure Replacement Project was budgeted for $1,150,000 (Water CRP - Fund 11, Page 39, Line 23: $1,150,000), and was awarded for $756,484 at the September 10, 2019 Board meeting. Realized savings from the Infrastructure Replacement Project will be utilized to fully fund the recommended contract at the noted value.

**Recommendation**

Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the Poway Pump Station Secondary Power Source Project II to NEWest Construction Company Inc.

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

Reviewed by: D. Michael Metts, P.E., District Engineer

Craig Schmollinger, Chief Financial Officer

Submitted by: David Barnum, General Manager
RE:  AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES CONTRACT FOR THE 2019 TREATED WATER MASTER PLAN

Members of the Board:

**Purpose**
To obtain Board authorization for the General Manager to execute a professional service agreement for the 2019 Treated Water Master Plan.

**Background**
The Ramona Municipal Water District (“District”) serves a population of approximately 40,000 in unincorporated portions of San Diego County with a service area of approximately 75 square miles. The District owns and maintains approximately 220 miles of water mains and related appurtenances. Existing water mains within the system vary in size, material, condition and age.

The last treated water master plan was completed by Boyle Engineering on 1998. District staff recommends the master plan be updated to reflect current system conditions, address deficiencies within the system and address future growth within the District.

In August 2019, the Board approved the Amended FY 2019/2020 District Budget which includes funds to complete the Water Master Plan (Water CRP - Fund 11, Page 39, Line 30: $160,000).

In November 2019, a Request for Proposals was advertised and a pre-proposal meeting held to discuss the project with interested engineering consulting firms. Three consultants firms were in attendance at the pre-proposal meeting.

In December 2019, three proposals were received from the three firms in attendance at the pre-proposal meeting.

**Discussion**
Three proposals were received in response to the Request for Proposals for the 2019 Water Master Plan. Proposals received varied in price as shown below:
Proposals were evaluated by a committee using the following criteria as described in the advertised Request For Proposals:

1. Experience in providing consulting and engineering services on projects of similar scope.
2. Project manager, project engineer, and project team’s experience in conducting assignments of similar scope.
3. Methodology in conducting the project.
4. Proposer’s support organization and quality assurance methods for optimizing manpower utilization.
5. Proposal conciseness and clarity in understanding the District needs and defining a work plan for satisfying those needs.
6. Schedule compatibility with District needs.
7. Fair price estimate for the proposed Scope of Work.

**Fiscal Impact**

Total Bid from Carollo Engineers: $135,096. As noted above, funding for this project was included at $160,000 in the Amended FY19/20 Budget, which is adequate to fully fund the recommended project at the noted value.

**Recommendation**

Staff respectfully recommends the Board authorize the General Manager execute a professional services agreement with Carollo Engineers for the 2019 Treated Water Master Plan.

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

Reviewed by: D. Michael Metts, P.E., District Engineer

Submitted by: David Barnum, General Manager
RAMONA MUNICIPAL WATER DISTRICT
AGENDA MEMO

Agenda Item No.  B.1.f.
Regular Board Meeting of December 10, 2019

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA  92065

RE:   ADOPTION OF A RESOLUTION APPROVING THE CLASSIFICATION AND SALARY SCHEDULE FOR 2020 TO MEET CALPERS REQUIREMENTS

Members of the Board:

Purpose
To adopt a Resolution approving the Classification and Salary Schedule for the period of January 1, 2020 to December 31, 2020 to meet CalPERS requirements.

Background
On November 14, 2017, the Board approved the Memorandum of Understanding (MOU) with RMWD Employees Association (RMWDEA) and the Order of the Board with unrepresented employees for the period of January 1, 2018 to December 31, 2021. These agreements will modify the salary schedule for all classifications on an annual basis.

Discussion
CalPERS regulations require that participating member agencies publish employee salaries on a publicly available Salary Schedule to ensure consistency and transparency between CalPERS employers. CalPERS uses the information when calculating retirement benefits.

CalPERS specifies that the publicly available pay schedule should (1) be publicly approved and adopted by the employer's governing body, (2) identify the position title for every employee position, (3) show the pay rate for each identified position, (4) identify the time base, including whether the time base is hourly, monthly, annually, etc., (5) post the schedule at the office of the employer, or the employer's internet website, (6) indicate the effective date and date of any revisions, (7) be retained and available for public inspection for not less than five years and (8) not reference another document in lieu of disclosing the pay rate. All eight requirements must be met in one salary schedule in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable.
The Ramona Municipal Water District (District) is currently in compliance with CalPERS regulations by posting the most current Classification and Salary Schedule on its website, www.rmwd.org. Adopting the resolution to approve the Classification and Salary Schedule for January 1, 2020 to December 31, 2020, will ensure the District remains in compliance with CalPERS regulations.

Fiscal Impact
None.

Recommendation
Staff respectfully recommends the Board adopt the proposed Resolution to approve the District’s Classification and Salary Schedule for the period of January 1, 2020 to December 31, 2020 to meet CalPERS requirements.

Prepared By: Tim Clement, Administrative Services Manager
Submitted by: David Barnum, General Manager

ATTACHMENTS:
Attachment 1 Proposed Resolution and Salary Schedule B.1.f. Page 3-5
RESOLUTION NO. 19-XXXX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RAMONA MUNICIPAL WATER DISTRICT ADOPTING A REVISED SALARY SCHEDULE FOR THE PERIOD OF JANUARY 1, 2020 TO DECEMBER 31, 2020

WHEREAS, CalPERS regulations require that participating member agencies publish employee salaries on a publicly available Salary Schedule; and

WHEREAS, CalPERS requires the Salary Schedule be publicly approved and adopted by each participating member agency’s governing body by resolution.

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

SECTION 1. The revised Salary Schedule for full-time employees, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted with an effective date of January 1, 2020.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the Board of Directors of Ramona Municipal Water District held on the 10th day of December 2019.

Jim Robinson
President, Board of Directors
Ramona Municipal Water District

ATTEST:

Bryan Wadlington
Secretary, Board of Directors
Ramona Municipal Water District
### Ramona Municipal Water District
### Employees Association Salary Schedule
**(Effective: January 1, 2020)**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Salary Grade</th>
<th>HOURLY PAY RANGE</th>
<th>BIWEEKLY PAY RANGE</th>
<th>MONTHLY PAY RANGE</th>
<th>ANNUAL PAY RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Min.</td>
<td>Max.</td>
<td>Min.</td>
<td>Max.</td>
</tr>
<tr>
<td>Accounting Technician I/II</td>
<td>7/11</td>
<td>$40.19 - $57.97</td>
<td>$3,215.20 - $4,637.60</td>
<td>$6,966.27 - $10,048.13</td>
<td>$83,595.20 - $120,577.60</td>
</tr>
<tr>
<td>Collection System Supervisor</td>
<td>35-40</td>
<td>$24.70 - $34.72</td>
<td>$1,976.00 - $2,777.60</td>
<td>$4,281.33 - $6,018.13</td>
<td>$51,376.00 - $72,217.60</td>
</tr>
<tr>
<td>Collection System Worker I/II</td>
<td>15/19</td>
<td>$32.17 - $41.08</td>
<td>$2,573.60 - $3,286.40</td>
<td>$5,576.13 - $7,120.53</td>
<td>$66,913.60 - $85,446.40</td>
</tr>
<tr>
<td>Collection System Worker III</td>
<td>26</td>
<td>$24.70 - $34.72</td>
<td>$1,976.00 - $2,777.60</td>
<td>$4,281.33 - $6,018.13</td>
<td>$51,376.00 - $72,217.60</td>
</tr>
<tr>
<td>Customer Service Representative I/II</td>
<td>7/11</td>
<td>$32.17 - $41.08</td>
<td>$2,573.60 - $3,286.40</td>
<td>$5,576.13 - $7,120.53</td>
<td>$66,913.60 - $85,446.40</td>
</tr>
<tr>
<td>Customer Service Representative III</td>
<td>15</td>
<td>$24.70 - $31.52</td>
<td>$1,976.00 - $2,521.60</td>
<td>$4,281.33 - $5,463.47</td>
<td>$51,376.00 - $65,561.60</td>
</tr>
<tr>
<td>Electrical/Instrumentation Technician</td>
<td>32</td>
<td>$24.70 - $34.72</td>
<td>$1,976.00 - $2,777.60</td>
<td>$4,281.33 - $6,018.13</td>
<td>$51,376.00 - $72,217.60</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>21</td>
<td>$28.54 - $36.42</td>
<td>$2,283.20 - $3,056.80</td>
<td>$5,193.07 - $7,304.27</td>
<td>$56,617.60 - $79,476.80</td>
</tr>
<tr>
<td>Equipment Maintenance Mechanic I/II</td>
<td>19/23</td>
<td>$29.96 - $42.14</td>
<td>$2,396.80 - $3,371.20</td>
<td>$5,193.07 - $7,304.27</td>
<td>$56,617.60 - $79,476.80</td>
</tr>
<tr>
<td>Laboratory Analyst I/II</td>
<td>23/27</td>
<td>$40.19 - $57.97</td>
<td>$3,215.20 - $4,637.60</td>
<td>$6,966.27 - $10,048.13</td>
<td>$83,595.20 - $120,577.60</td>
</tr>
<tr>
<td>Meter Services Supervisor</td>
<td>35-40</td>
<td>$24.70 - $34.72</td>
<td>$1,976.00 - $2,777.60</td>
<td>$4,281.33 - $6,018.13</td>
<td>$51,376.00 - $72,217.60</td>
</tr>
<tr>
<td>Meter Services Worker I/II</td>
<td>15/19</td>
<td>$32.17 - $41.08</td>
<td>$2,573.60 - $3,286.40</td>
<td>$5,576.13 - $7,120.53</td>
<td>$66,913.60 - $85,446.40</td>
</tr>
<tr>
<td>Meter Services Worker III</td>
<td>26</td>
<td>$32.17 - $41.08</td>
<td>$2,573.60 - $3,286.40</td>
<td>$5,576.13 - $7,120.53</td>
<td>$66,913.60 - $85,446.40</td>
</tr>
<tr>
<td>Purchasing/Warehouse Assistant I/II</td>
<td>17/21</td>
<td>$25.91 - $36.42</td>
<td>$2,072.80 - $2,913.60</td>
<td>$5,193.07 - $7,304.27</td>
<td>$56,617.60 - $79,476.80</td>
</tr>
<tr>
<td>Purchasing/Warehouse Supervisor</td>
<td>35-40</td>
<td>$33.86 - $43.18</td>
<td>$2,708.80 - $3,454.40</td>
<td>$5,869.07 - $7,484.53</td>
<td>$70,428.80 - $98,814.40</td>
</tr>
<tr>
<td>Safety and Risk Specialist</td>
<td>28</td>
<td>$24.70 - $31.52</td>
<td>$1,976.00 - $2,521.60</td>
<td>$4,281.33 - $5,463.47</td>
<td>$51,376.00 - $65,561.60</td>
</tr>
<tr>
<td>System Operator I/II</td>
<td>23/27</td>
<td>$35.55 - $45.36</td>
<td>$2,844.00 - $3,628.80</td>
<td>$6,162.00 - $7,862.40</td>
<td>$56,816.00 - $79,476.80</td>
</tr>
<tr>
<td>System Operator III</td>
<td>30</td>
<td>$35.55 - $45.36</td>
<td>$2,844.00 - $3,628.80</td>
<td>$6,162.00 - $7,862.40</td>
<td>$56,816.00 - $79,476.80</td>
</tr>
<tr>
<td>Systems Supervisor</td>
<td>35-40</td>
<td>$35.55 - $45.36</td>
<td>$2,844.00 - $3,628.80</td>
<td>$6,162.00 - $7,862.40</td>
<td>$56,816.00 - $79,476.80</td>
</tr>
<tr>
<td>Utility Supervisor</td>
<td>35-40</td>
<td>$35.55 - $45.36</td>
<td>$2,844.00 - $3,628.80</td>
<td>$6,162.00 - $7,862.40</td>
<td>$56,816.00 - $79,476.80</td>
</tr>
<tr>
<td>Utility Worker I/II</td>
<td>15/19</td>
<td>$32.17 - $41.08</td>
<td>$2,573.60 - $3,286.40</td>
<td>$5,576.13 - $7,120.53</td>
<td>$66,913.60 - $85,446.40</td>
</tr>
<tr>
<td>Utility Worker III</td>
<td>26</td>
<td>$32.17 - $41.08</td>
<td>$2,573.60 - $3,286.40</td>
<td>$5,576.13 - $7,120.53</td>
<td>$66,913.60 - $85,446.40</td>
</tr>
<tr>
<td>Wastewater Treatment OIT</td>
<td>19</td>
<td>$27.22 - $38.21</td>
<td>$2,177.60 - $3,056.80</td>
<td>$4,718.13 - $6,623.07</td>
<td>$56,617.60 - $79,476.80</td>
</tr>
<tr>
<td>Wastewater Treatment Operator I/II</td>
<td>23/27</td>
<td>$40.19 - $57.97</td>
<td>$3,215.20 - $4,637.60</td>
<td>$6,966.27 - $10,048.13</td>
<td>$83,595.20 - $120,577.60</td>
</tr>
<tr>
<td>Wastewater Treatment Operator III</td>
<td>30</td>
<td>$32.17 - $41.08</td>
<td>$2,573.60 - $3,286.40</td>
<td>$5,576.13 - $7,120.53</td>
<td>$66,913.60 - $85,446.40</td>
</tr>
<tr>
<td>Wastewater Treatment Supervisor</td>
<td>35-40</td>
<td>$35.55 - $45.36</td>
<td>$2,844.00 - $3,628.80</td>
<td>$6,162.00 - $7,862.40</td>
<td>$56,816.00 - $79,476.80</td>
</tr>
<tr>
<td>Waterworks Mechanic I/II</td>
<td>20/32</td>
<td>$24.70 - $34.72</td>
<td>$1,976.00 - $2,777.60</td>
<td>$4,281.33 - $6,018.13</td>
<td>$51,376.00 - $72,217.60</td>
</tr>
</tbody>
</table>

**OUT-OF-CLASS PAY**
- Full Responsibility: 10%-Step A
- Partial Responsibility: 5-10%
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Salary Grade</th>
<th>HOURLY PAY RANGE</th>
<th>BIWEEKLY PAY RANGE</th>
<th>MONTHLY PAY RANGE</th>
<th>ANNUAL PAY RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Specialist I/II</td>
<td>24/28</td>
<td>$30.67</td>
<td>$43.18</td>
<td>$2,453.60</td>
<td>$3,454.40</td>
</tr>
<tr>
<td>Accounting Supervisor</td>
<td>35-40</td>
<td>$40.19</td>
<td>$57.97</td>
<td>$3,215.20</td>
<td>$4,637.60</td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>53-56</td>
<td>$61.24</td>
<td>$84.22</td>
<td>$4,899.20</td>
<td>$6,737.60</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>62</td>
<td>$76.54</td>
<td>$97.65</td>
<td>$6,123.20</td>
<td>$7,812.00</td>
</tr>
<tr>
<td>IT Administrator</td>
<td>40</td>
<td>$45.43</td>
<td>$57.97</td>
<td>$3,634.40</td>
<td>$4,637.60</td>
</tr>
<tr>
<td>Management Analyst</td>
<td>38</td>
<td>$43.26</td>
<td>$55.22</td>
<td>$3,460.80</td>
<td>$4,417.60</td>
</tr>
<tr>
<td>Wastewater Ops. Superintendent</td>
<td>45-48</td>
<td>$51.11</td>
<td>$70.18</td>
<td>$4,088.80</td>
<td>$5,614.40</td>
</tr>
<tr>
<td>Water Operations Manager</td>
<td>50-56</td>
<td>$57.57</td>
<td>$84.22</td>
<td>$4,605.60</td>
<td>$6,737.60</td>
</tr>
<tr>
<td>General Manager</td>
<td>N/A</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

OUT-OF-CLASS PAY
Full Responsibility: 10%-Step A
Partial Responsibility: 5-10%
RE: CONSIDERATION OF AMENDMENT TO CONTRACT FOR GENERAL COUNSEL SERVICES WITH MCDougAL, LOVE, BOEHMER, FOLEY, LYON & CANLAS

Purpose
To obtain Board authorization for the President of the Board to sign an amendment to the contract for general counsel legal services to increase the hourly rate for legal services performed by partners and associates as shown in Exhibit “B” to the contract.

Background
In 2015, the District issued a request for proposals to obtain general counsel legal services. After evaluation of proposals and interviews by District Staff and the Board, the Board selected the law firm of McDougal, Love, Boehmer, Foley, Lyon & Canlas (“Firm”).

Discussion
The District entered into a contract with the Firm in April of 2015 (“2015 Contract”). The Firm has provided quality legal services at a reasonable rate for almost five years, and the hourly rate of $185.00 has not changed since the inception of the 2015 Contract. It is requested that the Board consider an increase to the hourly rate of $15.00 for partner/associate legal services to take effect in April 2020 to coincide with the five-year mark on the 2015 Contract.

Fiscal Impact
Legal services are provided on an as-needed, hourly basis. So, the hourly rate of $200.00 will be applied for legal services effective April 1, 2020 and thereafter.

Recommendation
That the Board consider an amendment to the 2015 Contract as described in this agenda memo and authorize the President to sign the First Amendment to the 2015 Contract to reflect the new hourly rate of $200.00 for partner/associate legal services effective April 1, 2020.

Submitted by: Jennifer Lyon, Legal Counsel

ATTACHMENTS:
Attachment 1  2015 Contract  B.1.g. Page 2-15
Attachment 2  Draft First Amendment  B.1.g. Page 16-18
RAMONA MUNICIPAL WATER DISTRICT

PROFESSIONAL SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES

This Agreement is made and entered into this 14th day of April, 2015, ("Execution Date") by and between the Ramona Municipal Water District ("RMWD"), a municipal water district, organized and operating pursuant to the Municipal Water District Law of 1911, Water Code Section 71000 et seq. ("RMWD") and McDougal, Love, Eckis, Boehmer & Foley, a professional corporation ("Consultant"). RMWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

1. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the RMWD on the terms and conditions set forth in this Agreement.
2. Consultant represents that it is experienced in providing professional legal services to public clients and is licensed in the State of California.
3. RMWD desires to engage Consultant to render such services as set forth in this Agreement as an independent contractor to RMWD.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Scope of Services.** Consultant promises and agrees to furnish to the RMWD all services, and incidental and customary work, necessary to fully and adequately supply the professional legal services ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

2. **Term.** The term of this Agreement shall begin April 14, 2015 and continue until terminated as provided herein.

3. **Responsibilities of Consultant.**

   3.1 **Control and Payment of Subordinates: Independent Contractor.** The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. RMWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of RMWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement.
Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2 [Intentionally Omitted]

3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of RMWD.

3.4 Substitution of Key Personnel. Consultant has represented to RMWD that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence. Consultant shall not replace the designated General Counsel without prior written approval of RMWD. In the event that RMWD and Consultant cannot agree as to the substitution of key personnel, RMWD shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the RMWD, or who are determined by the RMWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from the Services by the Consultant at the request of the RMWD. The key personnel for performance of this Agreement are as follows: Jennifer M. Lyon, General Counsel; Steven E. Boehmer, Special Counsel.

3.5 RMWD's Representative. The RMWD hereby designates David Barnum, General Manager, or his designee, to act as its representative for the performance of this Agreement ("RMWD's Representative"). RMWD's Representative shall have the power to act on behalf of the RMWD for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the RMWD's Representative (or his or her designee) or the RMWD Board.

3.6 Consultant's Representative. Consultant hereby designates Jennifer M. Lyon to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.7 Coordination of Services. Consultant agrees to work closely with RMWD staff in the performance of Services and shall be available to RMWD's staff, consultants and other staff at all reasonable times.

3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and
subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the RMWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the RMWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the RMWD, shall be promptly removed from the Services by the Consultant and shall not be re-employed to perform any of the Services.

3.9    [Intentionally Omitted]

3.10  **Laws and Regulations: Employee/Labor Certifications.** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the RMWD, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold RMWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11  **Employment Eligibility: Consultant.** By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal employment laws. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. The RMWD shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.10 or any of its sub-sections.

3.11.1 **Employment Eligibility: Subcontractors, Consultants, Sub-subcontractors and Subconsultants.** To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.11.

3.11.2 **Employment Eligibility: Failure to Comply.** Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the RMWD to
terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.11.1 or 3.11.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.11.2); or (3) failure to immediately remove from the provision of Services any person found not to be in compliance with such requirements.

3.11.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.11.4 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the RMWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the RMWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the RMWD to terminate this Agreement for cause.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

3.12.3 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3.12.4 Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and
property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.12.5 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, and shall be endorsed to include contractual liability.

3.12.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the RMWD to add the following provisions to the insurance policies:

(a) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the RMWD, its board, directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Consultant; and (2) the insurance coverage shall be primary insurance as respects the RMWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the RMWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the RMWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the RMWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the RMWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the RMWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages. Each insurance policy required by this Agreement
shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RMWD; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the RMWD, its directors, officials, officers, employees, agents, and volunteers.

(e) **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the RMWD, its board, directors, officials, officers, employees, agents, and volunteers.

(f) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the RMWD. Consultant shall guarantee that, at the option of the RMWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the RMWD, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

(g) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VIII, licensed to do business in California, and satisfactory to the RMWD.

(h) **Verification of Coverage.** Consultant shall furnish RMWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the RMWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the RMWD if requested. All certificates and endorsements must be received and approved by the RMWD before work commences. The RMWD reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) **Reporting of Claims.** Consultant shall report to the RMWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.12.7 **Safety.** Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.12.8 **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of RMWD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work,
data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

4. **Compensation.** Consultant's compensation for all Services rendered under this Agreement shall be as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5. **Payment of Compensation.** Consultant shall submit to RMWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. RMWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

6. **Reimbursement for Expenses.** Consultant shall be reimbursed for expenses as provided for in Exhibit "B."

7. **Termination of Agreement.**

   7.1 **Termination.** RMWD and Consultant may, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to RMWD, and Consultant shall be entitled to no further compensation.

   7.2 **Effect of Termination.** If this Agreement is terminated as provided herein, RMWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

   7.3 **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, RMWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8. **Confidentiality.** All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of RMWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use RMWD's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RMWD.
9. **General Provisions.**

9.1 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONSULTANT:**
McDougal, Love, Eckis, Boehmer and Foley  
Attn: Jennifer M. Lyon  
8100 La Mesa Blvd., Ste. 200  
La Mesa, CA 91942

**RMWD:**
Ramona Municipal Water District  
Attn: General Manager  
105 Earlam Street  
Ramona, CA 92065

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class, postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9.2 **Indemnification.**

9.2.1 **Scope of Indemnity.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the RMWD, its board, directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's Services pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9.2.2 **Additional Indemnity Obligations.** Consultant shall defend, with Counsel of RMWD's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 9.2.1 that may be brought or instituted against RMWD or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against RMWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse RMWD for the cost of any settlement paid by RMWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for RMWD's attorney's fees and costs, including expert witness fees. Consultant shall reimburse RMWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to
indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to 
insurance proceeds, if any, received by the RMWD, its directors, officials officers, employees, 
agents, or volunteers.

9.3 Governing Law; Government Code Claim Compliance. This Agreement 
shall be governed by the laws of the State of California. Venue shall be in San Diego County. In 
addition to any and all contract requirements pertaining to notices of and requests for 
compensation or payment for Services, disputed work, claims and/or changed conditions, 
Consultant must comply with the claim procedures set forth in Government Code sections 900 et 
seq. prior to filing any lawsuit against the RMWD. Such Government Code claims and any 
subsequent lawsuit based upon the Government Code claims shall be limited to those matters 
that remain unresolved after all procedures pertaining to Services, disputed work, claims, and/or 
changed conditions have been followed by Consultant. If no such Government Code claim is 
submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified 
herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the 
RMWD.

9.4 Time of Essence. Time is of the essence for each and every provision of this 
Agreement.

9.5 RMWD's Right to Employ Other Consultants. RMWD reserves right to 
employ other consultants in connection with the Services upon consultation with Consultant.

9.6 Successors and Assigns. This Agreement shall be binding on the successors 
and assigns of the parties.

9.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, 
either directly or by operation of law, this Agreement or any interest herein without the prior 
written consent of the RMWD. Any attempt to do so shall be null and void, and any assignees, 
hypothecates or transferees shall acquire no right or interest by reason of such attempted 
assignment, hypothecation or transfer.

9.8 Construction; References; Captions. Since the Parties or their agents have 
participated fully in the preparation of this Agreement, the language of this Agreement shall be 
construed simply, according to its fair meaning, and not strictly for or against any Party. Any 
term referencing time, days or period for performance shall be deemed calendar days and not 
work days. All references to Consultant include all personnel, employees, agents, and 
subconsultants of Consultant, except as otherwise specified in this Agreement. All references to 
RMWD include its elected officials, officers, employees, agents, and volunteers except as 
otherwise specified in this Agreement. The captions of the various articles and paragraphs are 
for convenience and ease of reference only, and do not define, limit, augment, or describe the 
scope, content or intent of this Agreement.

9.9 Amendment; Modification. No supplement, modification or amendment of this 
Agreement shall be binding unless executed in writing and signed by both Parties.

9.10 Waiver. No waiver of any default shall constitute a waiver of any other default
or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

9.11 **No Third Party Beneficiaries.** Except to the extent expressly provided for in Section 9.2, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

9.12 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

9.13 **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the RMWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, RMWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of RMWD, during the term of his or her service with RMWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

9.14 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

9.15 **Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

9.16 **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

9.17 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

9.18 ** 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. This Agreement may only be modified by a writing signed by both parties.

In witness whereof, the Parties have caused this Agreement to be executed by their duly
authorized officers effective as of the Execution Date.

RMWD:
RAMONA MUNICIPAL WATER DISTRICT

By: ________________________________
   Darrell Beck
   Print Name

CONSULTANT:
McDOUGAL, LOVE, ECKIS
BOEHMER & FOLEY

By: ________________________________
   ________________________________
   Print Name
EXHIBIT "A" TO THE PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

Consultant shall perform the following tasks as part of the Services under this Agreement:

Services to be Provided Regularly:

1. Advice to the Board of Directors and District management staff of matters of law including, but not limited to, the Brown Act, Government Code, Water Code, RMWD Legislative Code, conflict of interest issues, the Political Reform Act, and parliamentary procedures.

2. Seek advice from regulatory agencies such as the Fair Political Practices Commission as requested by the Board or management staff.

3. Attend all regular and special Board meetings. Regular Board Meetings are held at 2:00 pm on the 2nd Tuesday of each month, or if the Tuesday is a recognized holiday of the District, then the meeting is held the next day.

4. Attend other meetings as requested by the Board of Directors, General Manager, or other designee.

5. Provide regular updates on items of specific legal concern of the District as well as on current general topics of interest, including but not limited to federal and state water and environmental policy developments, DWR, SWP, MWD, Bay-Delta, Colorado River Basin, SDCWA-MWD Litigation, QSA-IID Water Transfer, Seawater Desalination, IPR, Brackish Groundwater Desalination, as well as regulatory issues involving the SWRCB, RWQCB, CDPH and other topics which might be of interest or importance to the District Board and staff.

6. Advice to the Board of Directors and District management staff on commencement or defense of litigation to protect RMWD's interests and litigation of such issues as directed.

7. Prepare and/or review ordinances, resolutions, board packets as well as contracts, joint powers agreements, memoranda of understanding and other agreements and contracts entered into by RMWD as requested by the General Manager.

8. Provide written updates on new State and Federal regulations, legislation, and judicial decisions or other activities impacting or having the potential to impact RMWD and suggest actions to affect the outcome of those activities or once implemented, changes needed in District policies, procedures and operations to ensure compliance.

9. Research and interpret laws, court decisions and other authorities in order to prepare legal opinions to advise the Board and staff on legal matters pertaining to District interests.
Services to be Provided As Needed at the General Manager's Request:

1. Provide legal assistance and consultation to General Manager or designee as requested on matters of environmental compliance, including CEQA, NEPA, ESA, etc. as they pertain to actions being contemplated by the District.

2. Provide legal assistance and consultation to General Manager or designee as requested on matters of property acquisition, eminent domain, property rights and property management, trespass, encroachment, lease agreements, lessee obligations, easements, and inholder access.

3. Review contracts, bid specifications, and purchasing documents for the purposes of legal and policy compliance, appropriate risk avoidance and transfer, and manufacturer's defect protection.

4. Consult with the General Manager on personnel, labor relations, retirement, forced staff reductions, litigation, worker's compensation, and other matters concerning District business as requested.

5. Research and submit written legal opinions on special district or other legal matters concerning District business and/or as requested by the Board of Directors or General Manager.

6. Enforce District ordinances and regulations through administrative and judicial actions as requested by the General Manager.

7. Provide consultation and prepare required legal notices at the direction of the General Manager.

8. Provide legal assistance and consultation regarding Proposition 218 compliance and fair ordinances.

9. Provide assistance in processing Tort Liability claims by third parties against the District.

10. Provide assistance in responding to public records requests.

11. Provide legal assistance in pursuing civil procedures related to customer bankruptcy, foreclosures, property liens, tax liens and collections as well as criminal and civil procedures regarding utility theft.
EXHIBIT "B" TO THE PROFESSIONAL SERVICES AGREEMENT
SCHEDULE OF CHARGES

1. **Rate of Compensation:** Services will be performed on an as-needed basis by Consultant and billed on an hourly basis at the rate of:

   - Partner/Associate: $185.00
   - Law Clerk/Paralegal: $85.00

2. **Invoice Requirements:**
   - Billing for monthly legal services shall be submitted on separate invoices for each matter being handled.
   - All invoices shall be detailed in six (6) minute or one-tenth hour increments and there will be no separate charges for postage, secretarial or other administrative services.
   - The invoice must briefly describe each item of work performed, the identity of the attorney, paralegal, or expert who performed the work and the date of the work.
   - Costs incurred by the firm related to RMWD business will be billed at the Consultant’s actual costs, including, but not limited to online legal service expenses; filing fees; delivery service or subpoena service fees; copies; faxes; long-distance telephone charges; costs to produce or reproduce photographs, documents or other items necessary for legal representation; and other expenses.
   - In-house photocopies will be charged at the rate of $.10 per page.
   - RMWD will not be charged for routine travel within San Diego County for the purposes of general representation.
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR

GENERAL COUNSEL SERVICES

This First Amendment to the Professional Services Agreement for General Counsel Services ("First Amendment") is made and entered into this 10th day of December, 2019, ("Execution Date") by and between the Ramona Municipal Water District ("RMWD"), a municipal water district, organized and operating pursuant to the Municipal Water District Law of 1911, Water Code Section 71000 et seq. ("RMWD") and McDougal, Love, Boehmer, Foley, Lyon & Canlas, a professional corporation ("Consultant"). RMWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

RECITALS

A. RMWD and Consultant entered into a Professional Services Agreement for General Counsel Services (hereinafter referred to as “Agreement”) on April 14, 2015.

B. The Parties now wish to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Exhibit “B” of the Agreement is amended to read as shown in Attachment 1 to this First Amendment.

2. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement.

3. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

4. Conflicts. If there is a conflict between any provisions of the Agreement or this First Amendment, all provisions of this First Amendment shall control.

5. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

SIGNATURES TO FOLLOW ON NEXT PAGE
In witness whereof, the Parties have caused this First Amendment to be executed by their duly authorized officers effective as of the Execution Date.

RMWD:                                      CONSULTANT:
RAMONA MUNICIPAL WATER DISTRICT            McDOUGAL, LOVE, BOEHRNER, FOLEY
                                          LYON & CANLAS

By:____________________________________   By:____________________________________

____________________________________   ________________________________
Print Name                                Print Name
Attachment 1

EXHIBIT "B" TO THE PROFESSIONAL SERVICES AGREEMENT
SCHEDULE OF CHARGES

1. **Rate of Compensation:** Services will be performed on an as-needed basis by Consultant and billed on an hourly basis at the rate of:

   Partner/Associate: $185.00-$200.00 effective April 1, 2020

   Law Clerk/Paralegal: $85.00

2. **Invoice Requirements:**

   • Billing for monthly legal services shall be submitted on separate invoices for each matter being handled.

   • All invoices shall be detailed in six (6) minute or one-tenth hour increments and there will be no separate charges for postage, secretarial or other administrative services.

   • The invoice must briefly describe each item of work performed, the identity of the attorney, paralegal, or expert who performed the work and the date of the work.

   • Costs incurred by the firm related to RMWD business will be billed at the Consultant’s actual costs, including, but not limited to online legal service expenses; filing fees; delivery service or subpoena service fees; copies; faxes; long-distance telephone charges; costs to produce or reproduce photographs, documents or other items necessary for legal representation; and other expenses.

   • In-house photocopies will be charged at the rate of $.10 per page.

   • RMWD will not be charged for routine travel within San Diego County for the purposes of general representation.
RE: ADOPTION OF A RESOLUTION OF APPRECIATION TO RECOGNIZE AN EMPLOYEE FOR 30 YEARS OF SERVICE

Members of the Board:

Purpose
To adopt the attached Resolution of Appreciation recognizing an employee’s 30 years of service.

Background
The District provides Board Resolutions in recognition of service for 20 and 30 years of continuous service.

Discussion
Attached for Board approval is a Resolution for the following individual:

Jim Anderson (30 years of service)

The Resolution will be presented at an upcoming employee recognition event.

Fiscal Impact
None.

Recommendation
Staff respectfully recommends the Board approve the attached Resolution of Appreciation in recognition of service.

Prepared By: Tim Clement, Administrative Services Manager
Submitted by: David Barnum, General Manager

ATTACHMENTS:
Attachment 1 Resolution of Appreciation
Resolution of Appreciation
IN APPRECIATION FOR THIRTY YEARS
OF DEDICATED SERVICE TO THE
RAMONA MUNICIPAL WATER DISTRICT

JAMES D. ANDERSON

WHEREAS, on February 21, 1989, the Ramona Municipal Water District hired James D. Anderson as a Groundskeeper; and

WHEREAS, throughout his tenure with the District, Jim has held the positions of Wastewater Treatment Operator OIT, I, II & III; Water Treatment Operator II & III, Wastewater Treatment Supervisor, and his current position of Wastewater Operations Superintendent; and

WHEREAS, for the many years of his employment, Jim has continued to be a highly dedicated employee; and

WHEREAS, Jim’s professional expertise in wastewater operations and outstanding problem solving abilities have greatly contributed to the development and implementation of many projects over the years, enhancing the District’s systems and services; and

WHEREAS, in his capacity as Wastewater Operations Superintendent, Jim provides leadership and support to his staff, and is well-respected by his colleagues and subordinates alike; and

WHEREAS, the District will continue to look toward Jim for leadership, knowledge and stability in years to come; and

WHEREAS, that this Board of Directors herewith commends James D. Anderson for his 30 years of dedicated service to the District; and

NOW, THEREFORE, BE IT RESOLVED that this Board of Directors extends to James D. Anderson our gratitude, best wishes and continued support.

BE IT FURTHER RESOLVED that this resolution shall be noted in the minutes of the Board of Directors and a copy presented to James D. Anderson.

PASSED AND ADOPTED on the 10th day of December 2019.

___________________________   __________________________
Jim Robinson, President    Bryan Wadlington, Secretary
PROOF OF PUBLICATION
(2015.5 C.C.P.)

State Of California,
County of San Diego

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am an authorized representative of Ramona Sentinel, a newspaper of general circulation, printed and published weekly in the County of San Diego, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of April 23, 1927, Case Number 51489; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of the said newspaper and not in any supplement thereof on the following Dates, to-wit:

November 21, 28, 2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated: December 2, 2019
At: San Diego, California

Signature
Cris Gaza
UT Community Press
RAMONA MUNICIPAL WATER DISTRICT
AGENDA MEMO

Agenda Item No. F.1.
Regular Board Meeting of December 10, 2019

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA  92065

RE:  DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE 19-459 AMENDING
LEGISLATIVE CODE CHAPTER 5.04 – CALIFORNIA FIRE CODE

Members of the Board:

Purpose
To adopt the 2019 California Fire Code and the 2018 International Fire Code by reference with
certain amendments, additions and deletions.

Background
The Board previously adopted the 2016 California Fire Code and the 2015 International Fire
Code with certain amendments, additions and deletions on December 13, 2016 via Ordinance
No. 16-443.

At the November 12, 2019 regular meeting of the Board, the Board set a public hearing date for
December 10, 2019 on the proposed Fire Code changes outlined in Ordinance 19-459 and
authorized staff to publish notice of the public hearing.

Discussion
The International and California Fire Codes are developed and adopted every three years. The
California Fire Code is then adopted by the State of California. Local jurisdictions then are able
to modify areas of the code that are not state mandated.

Ramona participates with the County of San Diego and several other fire agencies in reviewing
and adopting a comprehensive joint fire code that is recognized Countywide. This cooperation is
a benefit to the development community since all jurisdictions utilize the same code throughout.

After conducting the public hearing on December 10, 2019, the Board may adopt proposed
ordinance 19-459.
**Fiscal Impact**
None.

**Recommendation**
Staff respectfully recommends the Board adopt Ordinance 19-459 revising Legislative Code Section 5.04, to make findings related to the local needs, topography, geographic and climatic conditions and to adopt the modified Fire Code, which may be accomplished by the following motion:


In addition, by adoption of this Ordinance, the Board authorizes staff to send the Ordinance to San Diego County for ratification and submission to the Department of Housing and Community Development.

Prepared By: Larry Converse – Battalion Chief / Ramona District Chief

Submitted by: David Barnum, General Manager

**ATTACHMENTS:**
Attachment 1 Proposed Ordinance 19-459 with Exhibits
ORDINANCE NO. 19-459


WHEREAS, Health & Safety Code section 17958 mandates that the Ramona Municipal Water District shall adopt ordinances or regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to Health & Safety Code section 17922; and

WHEREAS, the State of California is mandated by Health & Safety Code section 17922 to impose the same requirements as are contained in the 2019 California Fire Code based on the 2018 International Fire Code published by the International Code Council, hereinafter referred to collectively as the Fire Code; and

WHEREAS, the Fire Code, together with the Ramona Municipal Water District amendments, shall be the Ramona Municipal Water District Fire Code for the purpose of prescribing regulations in the unincorporated territory of the County of San Diego and the boundaries of the Ramona Municipal Water District; and

WHEREAS, code amendments adopted by the State of California shall take precedence over the 2018 International Fire Code language. The 2018 International Fire Code language shall be used for those code sections not adopted by the State; and

WHEREAS, local amendments adopted by the Ramona Municipal Water District shall take precedence over both the 2018 International Fire Code and 2019 California Fire Code provisions; and

WHEREAS, Health & Safety Code section 17958.5 permits the Ramona Municipal Water District to make such changes or modifications to the Codes as are reasonably necessary because of local conditions; and

WHEREAS, Health & Safety Code section 17958.7 requires that the Ramona Municipal Water District, before making any changes or modifications pursuant to section 17958.5, make express findings that such changes or modifications are needed due to local climatic, geological, or topographical conditions; and

WHEREAS, the Board of Directors of the Ramona Municipal Water District does herewith find that the District has certain climatic, geological, and topographical features, identified in Exhibit A, that can have a deleterious effect on emergency services such as fire protection and emergency medical services and the modifications and changes herein are reasonably necessary because of such local climatic, geological and topographical conditions; and

WHEREAS, certain amendments to the Fire Code serve to mitigate to the extent possible said deleterious effects; and

WHEREAS, Sections 50022.1 et seq. of the Government Code and Section 13869 of the Health & Safety Code, provide authority for the adoption by reference of codes, or portion of such codes; and
WHEREAS, the District held a public hearing on December 10, 2019 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Fire Code as amended herein; and

WHEREAS, the District published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on November 21, 2019 and November 28, 2019; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this ordinance have occurred.

NOW THEREFORE, the Board of Directors of the Ramona Municipal Water District does ordain as follows:

Section 1. That Ordinance No. 16-443, to the extent that the latter is or was effective, of the Ramona Municipal Water District and all other ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section 2. The Board of Directors makes those findings set forth in Exhibit A to this Ordinance.

Section 3. The Board of Directors of the Ramona Municipal Water District adopts as the Fire Code for the Ramona Municipal Water District the following: the 2019 California Fire Code, including the appendices I & N of the 20156 International Fire Code (IFC), and the National Fire Protection Association Standards 13, 13-R & 13-D, as referenced in Chapter 80 of CFC, together with the District's amendments in this Ordinance. This Fire Code is adopted for the protection of the public health and safety. It includes definitions, provisions for the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings, requirements for permits and inspection for installing or altering systems, regulations for the erection, construction, enlargement, alteration, repair, insertions, deletions and changes, if any, prescribed in Section 4 of this ordinance.

Section 4. The additions, insertions, deletions, and changes to the 2019 California Fire Code, as reflected in Exhibit B to this Ordinance, are hereby adopted.

Section 5. The geographical limits referred to in certain sections of the 2019 California Fire Code are established as set forth in Exhibit C to this Ordinance.

Section 6. That if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 7. That nothing in this Ordinance or in the 2019 California Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 1 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.
Section 8. That the Clerk of the Board of Directors shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published at least (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the Clerk of the Board; and, within fifteen (15) days of its adoption shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the Clerk of the Board, in accordance with California Government Code.

Section 9. That this Ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the Board of Directors of Ramona Municipal Water District held on the 10th day of December 2019, by the following roll call vote:

AYES: _____________________________

NOES: _____________________________

ABSENT: ___________________________

ABSTAIN: __________________________

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

ATTEST:

______________________________
Bryan Wadlington
Secretary, Board of Directors
Ramona Municipal Water District
California Health and Safety Code
Section 17958 Findings
FINDINGS

IN SUPPORT OF REVISIONS OF THE RAMONA MUNICIPAL WATER DISTRICT TO THE 2019 CALIFORNIA BUILDING STANDARDS CODE, CODE, CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9

As required by Health and Safety Code section 17958.7 the Board of Directors of the Ramona Municipal Water District does herewith make express findings that amendments to the California Building Standards Code, which includes the 2019 California Fire Code, are necessary for the protection of the public health, safety and welfare due to certain climatic, topographic or geological features existing in the County of San Diego.

The following matrix lists the Ramona Municipal Water District's amendments and the corresponding express findings. Minor editorial changes or typographical corrections to the Fire Code are not shown in these findings. The full text of the proposed Ramona Municipal Water District amendments to the California Building Standards Code is shown in the Ramona Municipal Water District Legislative Code Chapter 5.04 "California Fire Code".

<table>
<thead>
<tr>
<th>Fire Code Amendments</th>
<th>SECTION/CHAPTER</th>
<th>PAGE NUMBER</th>
<th>FINDING NUMBER(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>903.2 (c) Group U: Occupancies</td>
<td>903.2 (c) Group U: Occupancies</td>
<td>30</td>
<td>All</td>
</tr>
<tr>
<td>1204.4 GROUND-MOUNTED PHOTOVOLTAIC ARRAYS</td>
<td>1204.4 GROUND-MOUNTED PHOTOVOLTAIC ARRAYS</td>
<td>32</td>
<td>All</td>
</tr>
<tr>
<td>4907.4.1 Zone 1 Immediate Zone 0-5’</td>
<td>4907.4.1 Zone 1 Immediate Zone 0-5’</td>
<td>44</td>
<td>All</td>
</tr>
</tbody>
</table>
Findings for the Fire Code

Finding 1

The Ramona Municipal Water District finds that flood conditions carry the potential for overcoming the ability of the fire department to aid or assist in fire control, evacuations, rescues and the emergency task demands inherent in such situations. The potential for flooding conditions result in limiting fire department emergency vehicular traffic, with resulting overtaxing fire department personnel, may further cause a substantial or total lack of protection against fire for the buildings and structures located within the jurisdiction.

Finding 2

Much of the rural area of the County of San Diego is a mountainous topography and lacks the infrastructure needed for water supply (fire flow) and experiences water shortages from time to time. Those conditions have an adverse effect on water availability for firefighting. Fires starting in sprinklered buildings are typically controlled by one or two sprinkler heads, flowing as little as 13 gallons per minute.

Hose streams used by engine companies on well-established structure fires operate at about 250 gallons per minute each, and the estimated water need for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Service Office and the International Fire Code.

Under circumstances such as, lack of water infrastructure, earthquakes, multiple fires and wildland fires within a community, the limited water demands needs of residential fire sprinklers would control and extinguish many fires before they spread from building to wildland. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

Finding 3

The topography of the County of San Diego presents problems in delivery of emergency services, including fire protection. Hilly terrain has narrow, winding roads with little circulation, preventing rapid access and orderly evacuation. Much of these hills are covered with highly combustible natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water pump systems subject to failure in fire, high winds, earthquake and other power failure situations. This would only allow domestic gravity feed water from tanks and not enough water for fire fighting.
Finding 4

The seasonal climatic conditions during the late summer and fall create numerous serious difficulties regarding the control of and protection against fires in the County of San Diego. The hot, dry weather typical of this area in summer and fall coupled with Santa Ana winds frequently results in wildfires which threaten or could threaten the County of San Diego.

Code requirements regarding fire-resistive construction methods have a direct bearing on building survival in a wildland fire situation. In a dry climate, on low humidity days, many materials are much more easily ignited. More fires are likely to occur and any fire, once started, can expand extremely rapidly.

Finding 5

Due to seasonal climatic conditions, major brush fires are a common occurrence in Southern California and repeatedly destroy many structures each fire season. For example:

a) The Southern California Firestorms of 1993 resulted in the devastation of 1,171 structures; and  
b) The Harmony Grove of 1996 resulted in the devastation of 122 structures; and  
c) The Gavilan Fire (Fallbrook) of 2002 destroyed 43 homes and damaged 13; and  
d) The Cedar and Paradise Firestorms of 2003 destroyed 2,684 homes in San Diego County; and  
e) The Witch, Harris, Rice and Poomacha fires of 2007 destroyed approximately 1,200 homes and 1,100 accessory structures in the County of San Diego.

Finding 7

In the County of San Diego, windswept brands from burning structures have spread fire not only to adjacent structures but also to other structures considerable distances away, which happened to be in the path of the flying burning brands.

Finding 8

In the County of San Diego, radiant heat from involved structures has spread fire to adjacent and distant combustible structures, thereby jeopardizing the safety of the citizens and the effectiveness of the firefighters.

Finding 9

The County of San Diego is situated near three major faults, each capable of generating earthquakes of significant magnitude. These are the Rose Canyon Fault, the Elsinore Fault, and the Agua Caliente Fault. These faults are subject to becoming active at any time; the County of San Diego is particularly vulnerable to devastation should such an earthquake occur.
EXHIBIT A

The potential effects of earthquake activity include isolating certain areas of County of San Diego from the surrounding area and restricting or eliminating internal circulation due to the potential for collapsing of highway overpasses and underpasses, along with other bridges in the area, or an earth slide, and the potential for vertical movement rendering surface travel unduly burdensome or impossible.
SEC. 101.5. VALIDITY.

Section 101.5 of the California Fire Code is revised to read:

Sec. 101.5 Validity. The Board of Directors declares that should any section, paragraph, sentence or word of this chapter be declared invalid for any reason it is the intent of this Board that it would have passed all other portions of this chapter independently of any portion that may be declared invalid.

SEC. 102.13. REPEAL OF CONFLICTING ORDINANCES, RESOLUTIONS OR MOTIONS.

Section 102.13 is added to the California Fire Code to read:

Sec. 102.13 Repeal of conflicting ordinances, resolutions or motions. All former ordinances, resolutions or motions or parts thereof, conflicting or inconsistent with the provisions of this chapter are repealed.

SEC 104.8. MODIFICATIONS.

Section 104.8 of the California Fire Code is revised to read:

Sec. 104.8 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the fire code official shall have the authority to grant modifications for individual cases, provided the fire code official shall first find that special individual reason makes the strict letter of this code impracticable and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The applicant’s request for a modification shall state the specific sections(s) for which a modification is requested, material facts supporting the contention of the applicant, the details of the modification or mitigating measure proposed and, if applicable, a map showing the proposed location and citing of the modification or mitigation measure. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention.

SEC 104.12. COST RECOVERY.

Section 104.12 is added to the California Fire Code to read:

Sec. 104.12 Cost recovery. The purpose of this section is to establish authority to obtain reimbursement from responsible individuals for the expenses of any emergency response
and/or enforcement action by the fire department to protect the public from criminal or negligible activities, and from fire or hazardous substances.

**Sec. 104.12.1 Reimbursement required.** In accordance with the Health and Safety Code section 13000 et seq., an individual who acts negligently or in violation of the law and thereby requires the jurisdiction to provide an emergency response to a danger posed by a fire or hazardous substance shall be liable for reimbursement to the agency for the costs incurred. In accordance with Government Code sections 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage or any drug, and whose negligent operation of a motor vehicle, boat or vessel or civil aircraft caused by that influence proximately causes any incident and thereby requires the agency to provide an emergency response shall reimburse the agency for the cost incurred.

**105.3.9. EXPENSE RECOVERY.**

Section 105.3.9 is added to the California Fire Code to read:

**Sec. 105.3.9 Expense recovery.** The fire code official may impose a fee for recovery of expenses incurred to enforce the fire prevention provisions of this code.

**105.6.6.1. CHRISTMAS TREE Lots.**

Section 105.6.6.1 is added to the California Fire Code to read:

**Sec. 105.6.6.1 Christmas tree lots.** An operational permit is required to operate a Christmas tree lot, with or without flame proofing services.

**SEC 105.6.20.1. GREENWASTE RECYCLING, MULCHING, COMPOSTING OPERATIONS AND STORAGE.**

Section 105.6.20.1 is added to the California Fire Code to read:

**Sec. 105.6.20.1 Greenwaste recycling, mulching, composting operations and storage.** An operational permit is required for green waste recycling, mulching, composting operations and storage.

**SEC. 105.8. NEW MATERIALS, PROCESSES OR OCCUPANCIES WHICH REQUIRE PERMITS.**

Section 105.8 is added to the California Fire Code to read:
Sec. 105.8 New materials, processes or occupancies which require permits. The fire code official may determine, after allowing affected persons an opportunity to be heard, that a material, process or occupancy, not listed in this code shall require a permit, in addition to those now enumerated in this code. In that case, the fire code official shall prepare a list of any additional material, process or occupancy that shall require a permit and post the list in a conspicuous place in the offices of the fire authority having jurisdiction. Any interested person may obtain a copy of the list.

SEC. 109. APPEALS.

Section 109 of the California Fire Code is revised to read:

Sec. 109.1 Regional Fire Appeals Board established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, including the granting or denial of modifications, there shall be and is hereby created a Regional Fire Appeals Board (Appeals Board). The Appeals Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official. A copy shall also be sent to the Building Official or other decision maker for the project, whichever is appropriate.

Sec. 109.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The Appeals Board shall not have authority to waive requirements of this code.

Sec. 109.3 Qualifications. The Appeals Board shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and are not employees of the jurisdiction.

Sec. 109.4 Appeals procedures. This section establishes appeal procedures of an order, decision or determination (collectively, “determination”) made by the fire code official, including the granting or denial of appeals.

Sec. 109.4.1 Appeals of determinations regarding building permits. The County, fire agency or project applicant may appeal a determination made by the fire code official related to a project for which a building permit is required by filing an appeal in writing with the Appeals Board within 30 days of the fire code official’s final determination. The Appeals Board shall make factual findings and issue a written recommendation to the County Building Official on whether the fire code official’s determination should be upheld, overruled or modified. The Building Official may not waive the requirements of this code, except as authorized by the code and is subject to the same requirements and
restrictions in the code that applied to the fire code official. A copy of the recommendation shall be provided to the applicant. The County Building Official shall act on the Appeals Board’s recommendation and issue a written decision to the parties within 15 days of receipt of the Appeals Board’s recommendation. The Building Official’s decision shall be final.

Sec. 109.4.2 Appeals of determinations regarding discretionary permits. The County, the fire agency or the project applicant may seek review of the fire code official’s determination by the Appeals Board by filing a request for review with the Appeals Board within 30 days of the fire code official’s determination. When reviewing a fire code official’s determination pursuant to this subsection, the Appeals Board shall act in an advisory capacity. The Appeals Board shall review the fire code official's determination and make a recommendation to uphold, overrule or modify the fire code official’s determination. The Appeals Board shall render its recommendation to the County decision maker or decision-making body for consideration with the application for the discretionary permit.

Sec. 109.4.3 Appeals of determinations for matters other than building permits or discretionary permits.

Areas outside a fire protection district. Any affected party may appeal a determination made by the fire code official regarding a matter for which a building permit or discretionary permit is not required by filing an appeal in writing with the Appeals Board within 30 days of the fire code official’s final determination. The Appeals Board shall review the fire code official's determination and make a recommendation to uphold, overrule or modify the fire code official’s determination. The Appeals Board’s determination shall be final.

(a) Areas inside a fire protection district. Any affected party may appeal a determination made by the fire code official regarding a matter for which a building permit or discretionary permit is not required by filing an appeal in writing with the fire protection district’s Board of Directors within 30 days of the fire code official’s final determination. The Board of Directors shall review the fire code official's determination and make a recommendation to uphold, overrule or modify the fire code official’s determination. The Board of Director’s determination shall be final.

Sec. 109.5 Regional Fire Appeals Board.

(a) The Appeals Board members shall consist of the following:

- Two representatives from the San Diego County Fire Districts Association.
- Two chief officers from CAL FIRE.
• One fire marshal from the unincorporated area of the County.

(b) The Appeals Board shall not include a representative from the agency whose fire code official made the determination that is being appealed. An alternate for the regular member(s) of the Appeals Board shall be designated to serve in this situation.

(c) Three members shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary to render a recommendation.

(d) If the Appeals Board recommends a modification to this code for an individual case, a copy of the recommendation and findings along with a map showing the proposed modification and mitigating measures shall be forwarded to the Unit Chief of CAL FIRE, San Diego/Imperial Unit.

SEC. 110.4 VIOLATIONS, PENALTIES AND RESPONSIBILITY FOR COMPLIANCE.

Section 110.4 of the California Fire Code is revised to read:

**Sec. 110.4 Violations, penalties and responsibility for compliance.** Any person who shall violate any of the provisions of this code or standards hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed statement or specification or plans submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the attorney for the Ramona Municipal Water District or by a court of competent jurisdiction within the time fixed herein, shall severally for each and every violation and noncompliance respectively, be guilty of an infraction or misdemeanor, punishable by a fine not exceeding $1,000.00 or by imprisonment in County Jail not exceeding six (6) months, or both. The imposition of one penalty of any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.
AMENDMENT TO SECTION 112.4.

SEC. 112.4 FAILURE TO COMPLY.

Section 111.4 of the California Fire Code is revised to read:

Sec. 112.4 Failure to comply. Any person who shall continue any work, having been served with a stop work order, except such work as that the person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $250.00 or more than $1,000.00.

SEC. 202. DEFINITIONS.

Section 202 of the California Fire Code is revised by adding or modifying the following definitions:

ACCESSORY DWELLING UNIT. Defined as an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:
   (A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
   (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

AERATED STATIC PILE. A composting process that uses an air distribution system to blow or draw air through the pile. Little or no pile agitation or turning is performed.

BLASTER. A person who has been approved by the Sheriff to conduct blasting operations and who has been placed on the list of approved blasters. The listing shall be valid for one year unless revoked by the Sheriff.

BLASTING AGENT. A material or mixture consisting of a fuel and oxidizer intended for blasting. The finished product as mixed and packaged for use or shipment shall not be detonated by means of a No. 8 test blasting cap when unconfined.

BLASTING OPERATION. The uses of an explosive device or explosive material to destroy, modify, obliterate or remove any obstruction of any kind.

BLASTING PERMIT. A permit issued by the Issuing Officer pursuant to section 105.6.15. The permit shall apply to a specific site and shall be valid for a period not to exceed one year.
**BLAST SITE.** The geographically defined area, as shown on a project map or plot plan, where a blaster is authorized by a blasting permit issued under this section to conduct a blasting operation.

**CHIPPING AND GRINDING.** An activity that mechanically reduces the size of organic matter.

**COMPOSTING OPERATION.** An operation that is conducted for the purpose of producing compost. The operation shall be by one or more of the following processes used to produce a compost product: static pile, windrow pile or aerated static pile.

**DEAD-END ROAD.** A road that has only one point of vehicular ingress/egress, including cul-de-sacs and looped roads.

**DISTANCE MEASUREMENT.** All specified or referenced distances are measured along the ground, unless otherwise stated.

**DWELLING UNIT.** Any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and/or sanitation for not more than one family.

**ENCLOSED.** Closed in or fenced off.

**EXPLOSIVES PERMIT.** A permit to possess or use explosives, issued by the Issuing Officer, pursuant to California Health and Safety Code sections 12000 et seq. and Chapter 56 of this code. An explosives permit shall be valid for a period not to exceed one year, as provided in the permit conditions.

**FIRE APPARATUS ACCESS ROAD.** A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes, but is not limited to a fire lane, public street, private street, driveway, parking lot lane and access roadway.

**FIRE AUTHORITY HAVING JURISDICTION (FAHJ).** The designated entity providing enforcement of fire regulations as they relate to planning, construction and development. The FAHJ may also provide fire suppression and other emergency services.

**FIRE CHIEF.** The fire chief is one of the following:
(a) The person appointed by the Board of Supervisors to serve as fire chief in the unincorporated areas not within a fire protection district.
(b) The chief officer of a fire protection district.
(c) The Fire Warden or her or his delegated representative when enforcing section 96.1.5608.1 of this Chapter.

FIRE CODE OFFICIAL. The Fire Warden or her or his delegated representative, the fire chief or a duly authorized representative, or other person as may be designated by law, appointment or delegation and charged with the administration and enforcement of this Chapter.

FIRE DEPARTMENT. Any regularly organized fire department, fire protection district, fire company, or legally formed volunteer fire department registered with the County of San Diego regularly charged with the responsibility of providing fire protection to a jurisdiction.

FIRE HAZARD. Any condition or conduct which: (a) increases or may increase the threat of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or (b) may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

FIRE PROTECTION DISTRICT. Any fire protection district created under State law and any water district providing fire protection services.

FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned or modified or both and partially or totally replaced with approved fire-resistant and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces the radiant and convective heat on a structure and provides valuable defensible space for firefighters to make an effective stand against an approaching fire front.

GREENWASTE. Organic material that includes, but is not limited to, yard trimmings, plant waste, manure, untreated wood wastes, paper products and natural fiber products.

HARDSCAPE. Concrete, gravel, pavers or other non-combustible material.

HAZARDOUS FIRE AREA. Any geographic area mapped by the State or designated by a local jurisdiction as a moderate, high or very high fire hazard area or which the FAHJ has determined is a hazardous fire area, because the type and condition of vegetation, topography, weather and structure density increase the probability that the area will be susceptible to a wildfire.

HOGGED MATERIALS. Mill waste consisting mainly of h hogged bark but may include a mixture of bark, chips, dust or other by-product from trees and vegetation.
EXHIBIT B

INSPECTOR. For the purposes of sections 96.1, 5601.2, an inspector is a person on the Issuing Officer’s approved list of inspectors authorized to conduct inspections, before and after a blast. To be on the Issuing Officer’s approved list, an inspector shall have a blasting license issued by Cal/OSHA.

MAJOR BLASTING. A blasting operation that does not meet the criteria for minor blasting.

MID-RISE BUILDING. A building four stories or more high, but not exceeding 75 feet in height and not defined as a high-rise building by section 202 of the California Building Code. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level.

MINOR BLASTING. A blasting operation that meets all of the following criteria: quantity of rock to be blasted does not exceed 100 cubic yards per shot, bore hole diameter does not exceed 2 inches, hole depth does not exceed 12 feet, maximum charge weight does not exceed 8 pounds of explosives per delay and the initiation of each charge will be separated by at least 8 milliseconds. The maximum charge weight shall not exceed the Scaled Distance as shown below:

<table>
<thead>
<tr>
<th>Distance from Blast Site (In Feet)</th>
<th>Scale-Distance Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 300................................</td>
<td>Mandatory Seismic Monitoring</td>
</tr>
<tr>
<td>301 - 5,000............................</td>
<td>55</td>
</tr>
<tr>
<td>5,000+..................................</td>
<td>65</td>
</tr>
</tbody>
</table>

MULCHING. The process by which mixed greenwaste is mechanically reduced in size for the purpose of making compost.

RESPONSE TIME. The elapsed time from the fire department’s receipt of the first alarm to when the first fire unit arrives at the scene.

SKY LANTERN. An unmanned device with a fuel source that incorporates an open flame in order to make the device airborne.

STATIC PILE. A composting process that is similar to the aerated static pile except that the air source may or may not be controlled.

STRUCTURE. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some manner.
**TRAVEL TIME.** The estimated time it would take for a responding agency to travel from the fire station to the furthest structure in a proposed development project, determined by measuring the safest, most direct, appropriate and reliable route with consideration given to safe operating speeds for heavy fire apparatus.

**WINDROW COMPOSTING PROCESS.** The process in which compostable material is placed in elongated piles. The piles or windrows are aerated and/or mechanically turned on a periodic basis.

**WOOD CHIPS.** Chips of various species of wood produced or used in chipping and grinding operations.

**SEC. 304.1.4. OUTDOOR CARNIVALS AND FAIRS.**

Section 304.1.4 is added to the California Fire Code to read:

**Sec. 304.1.4 Outdoor carnivals and fairs.** Outdoor carnivals and fairs shall only be conducted on grounds free of combustible vegetation or trimmed to the satisfaction of the FAHJ.

**SEC. 305.6. ROCKETS, MODEL AIRCRAFT AND SIMILAR DEVICES.**

Section 305.6 is added to the California Fire Code to read:

**Sec. 305.6 Rockets, model aircraft and similar devices.** Rockets, model airplanes, gliders, balloons, sky lanterns, floating luminary or similar devices powered with an engine, propellant, open flame or other feature liable to start or cause a fire shall not be projected into or across hazardous fire areas without prior approval of the fire code official.

**SEC. 307.5. ATTENDANCE OF OPEN BURNING AND RECREATIONAL FIRES.**

Section 307.5 of the California Fire Code is revised to read:

**Sec. 307.5 Attendance.** Open burning, bonfires, recreational fires and the use of portable outdoor fireplaces shall be constantly attended by an adult until the fire is extinguished. Not fewer than one portable fire extinguisher complying with section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization. All “warming fires” by which open burning of wood shall have installed a “spark arrester” of ½” screen or smaller installed or used in accordance with the manufactures instructions.
SEC. 321. MID-RISE BUILDINGS.

Section 321 is added to the California Fire Code to read:

SECTION 321
MID-RISE BUILDINGS

Sec 321.1 General. A newly constructed mid-rise building or a mid-rise building which undergoes a complete renovation that requires the building to be completely vacated shall comply with this section.

Exceptions:

1. Buildings used exclusively as an open parking garage.

2. Buildings where all floors above the fourth-floor level are used exclusively as an open parking garage.

3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures with intermittent human occupancy.

Sec. 321.1.1 Automatic sprinkler systems and standpipes. Mid-rise buildings shall be protected throughout by an automatic sprinkler system designed and installed in conformance with the NFPA 13 edition as referenced in Chapter 80 of CFC and in accordance with the following:

1. A control valve and a water flow alarm shall be provided for each floor. Each control valve and water flow alarm shall be electronically supervised.

2. Mid-rise buildings shall be provided with a Class I standpipe system that is interconnected with the automatic sprinkler system. The system shall consist of 2½-inch hose valves located in each stair enclosure on every floor. Two hose outlets shall be located on the roof outside of each stair enclosure which penetrates the roof. The standpipe system shall be designed, installed and tested in accordance with the NFPA 14 edition as referenced in Chapter 80 of CFC.

3. Fire department standpipe connections and valves serving each floor shall be located in the vestibule and located in a manner so as not to obstruct egress when hose lines are connected and charged.
Sec. 321.1.2 **Smoke detection.** Smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system and shall be installed in accordance with the NFPA 72 edition as referenced in Chapter 80 of CFC. The actuation of any device required by this section shall operate the emergency voice alarm signal system and shall operate all equipment necessary to prevent the circulation of smoke through air return and exhaust ductwork. Smoke detectors shall be located as follows:

1. In every mechanical equipment, electrical, transformer, telephone equipment, unmanned computer equipment, elevator machinery or similar room and in all elevator lobbies. Elevator lobby detectors shall be connected to an alarm verification zone or be listed as a releasing device.

2. In the main return air and exhaust air plenum of each air conditioning system. The smoke detector shall be located in a serviceable area downstream of the last duct inlet.

3. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air conditioning system. In Group R-1 and R-2 occupancies an approved smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cubic feet per minute and not serving more than 10 air inlet openings.

4. For Group R-1 and R-2 occupancies in all corridors serving as a means of egress for an occupant load of 10 or more persons.

Sec. 321.1.3 **Fire alarm system.** An approved and listed, automatic and manual, fully addressable and electronically-supervised fire alarm system shall be provided in conformance with this code and the California Building Code & NFPA 72 edition as referenced in Chapter 80 of CFC.

Sec. 321.1.4 **Emergency voice alarm signaling system.** The operation of any automatic fire detector or water flow device shall automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the following terminal areas:

1. Elevators
2. Elevator lobbies
3. Corridors
4. Exit stairways
5. Rooms and tenant spaces
6. Dwelling units
7. Hotel guest rooms
8. Areas designated as safe refuge within the building

Sec. 321.1.5 Fire command center. A fire command center for fire department operations shall be provided. The location and accessibility of the fire command center shall be approved by the fire code official. The room shall be separated from the remainder of the building by not less than a 2-hour fire barrier. The room shall be a minimum of 200 square feet with a minimum dimension of 10 feet. It shall contain the following facilities at a minimum:

1. Voice alarm and public address panels
2. Fire department communications panel
3. Fire alarm annunciator panel
4. Elevator annunciator panel (when building exceeds 55 feet in height)
5. Status indicators and controls for air-handling systems (stairwell pressurization)
6. Controls for unlocking stairwell doors
7. Fire pump status indicators (if required)
8. Set of complete building plans
9. Elevator control switches for switching of emergency power
10. Work table

Sec. 321.1.6 Annunciation identification. Control panels in the central control station shall be permanently identified as to their function. Water flow, automatic fire detection and manually-activated fire alarms, supervisory and trouble signals shall be monitored by an approved UL-listed central monitoring station and annunciated in the fire command center by means of an audible and visual indicator. For the purposes of annunciation, zoning shall be in accordance with the following:

1. When the system serves more than one building, each building shall be a separate zone.
2. Each floor in a building shall be a separate zone.
3. When one or more risers serve the same floor, each riser shall be a separate zone.

Sec. 321.1.7 Elevators. Elevators and elevator lobbies shall comply with Chapter 30 of the California Building Code. At least one elevator cab shall be assigned for fire department use and shall serve all floors of the building. This cab shall be provided large enough to accommodate an ambulance-type stretcher in accordance with section 3002.4 of the California Building Code.
Sec. 321.1.8 Fire department communication system. An approved two-way fire department communication system designed and installed in accordance with the NFPA 72 edition referenced in Chapter 80 of CFC shall be provided for fire department use per section 907.2.13.2.

Sec. 321.1.9 Means of egress. In addition to the requirements of Chapter 10, egress components of mid-rise buildings shall comply with sections 321.1.8.1 through 321.1.8.5.

   Sec. 321.1.9.1 Extent of enclosure. Stairway enclosures shall be continuous and shall fully enclose all portions of the stairway. Exit enclosures shall exit directly to the exterior of the building or include an exit passageway on the ground floor leading to the exterior of the building. Each exit enclosure shall extend completely through the roof and be provided with a door that leads onto the roof.

   Sec. 321.1.9.2 Pressurized enclosures and stairways. All required stairways and enclosures in a mid-rise building shall be pressurized as specified in section 909. Pressurized stairways shall be designed to exhaust smoke manually when needed.

   Sec. 321.1.9.3 Vestibules. Pressurized stairway enclosures serving a mid-rise building shall be provided with a pressurized entrance vestibule on each floor that complies with section 909.

   Sec. 321.1.9.4 Pressure differences. The minimum pressure difference between a vestibule and adjacent areas shall comply with section 909.

   Sec. 321.1.9.5 Locking of stairway doors. All stairway doors that are locked to prohibit access from the interior of the stairway shall have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire command center. Upon failure of normal electrical service or activation of any fire alarm, the locking mechanism shall automatically retract to the unlocked position.

A telephone or other two-way communication system connected to an approved emergency service which operates continuously shall be provided at not less than every third floor in each required exit stairway vestibule.

Approved signage stating doors are locked shall be provided in each stairwell vestibule on each floor in which entry may be made and on each floor in which a telephone is located. Hardware for locking stairway vestibule doors shall be State Fire Marshal listed and approved by the fire code official by permit before installation. Stairway doors located between the vestibules and the stairway shaft shall not be locked.
SEC. 322. STORAGE OF FIREWOOD.

Section 322 is added to the California Fire Code to read:

SECTION 322
STORAGE OF FIREWOOD

**Sec. 322.1 General.** Firewood shall not be stored in unenclosed space beneath a building or structure, on a deck or under eaves, a canopy or other projection or overhang. When required by the fire code official, firewood or other combustible material stored in the defensible space surrounding a structure shall be located at least 30 feet from any structure and separated by a minimum of 15 feet from the drip line of any trees, measured horizontally. Firewood and combustible materials not for use on the premises shall be stored so as to not pose a fire hazard. Wood storage shall be located on bare soil or a non-combustible material. Minimum clearance storage pile shall be 10’ bare soil, free of vegetation or other combustible material measured on a horizontal plane. The maximum size of wood storage shall be 2 cords of woods with the pile dimensions no greater than 4 feet in height, 4 feet in width, and 16 feet in length.

Exception: Permit may be issued by the FAHJ for wood storage amounts in excess of this section.

SEC. 501.3.1 FIRE APPARATUS ACCESS MODIFICATIONS

Section 501.3.1 is added to the California Fire Code to read:

**Sec. 501.3.1 Fire apparatus access modifications.** Plans for the modification of fire apparatus access road shall be submitted to the fire code official for review and approval prior to construction or modification of any fire apparatus road.

SEC. 503 FIRE APPARATUS ACCESS ROADS

Section 503 of the California Fire Code is revised to read:

SECTION 503
FIRE APPARATUS ACCESS ROADS

**Sec. 503.1 General.** Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3. Fire apparatus access roads shall be provided and maintained in compliance with this section and the most recent edition and any amendments thereto, of public and private road
standards as adopted by the County of San Diego (San Diego County Standards for Private Roads and Public Roads, San Diego County Department of Public Works). The fire code official may modify the requirements of this section if the modification provides equivalent access.

503.1.1 Buildings and facilities.
Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:
1. The fire code official is authorized to increase the dimension of 150 feet (45,720 mm) where any of the following conditions occur:

   1.1 The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
   1.2 Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
   1.3 There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

Sec. 503.1.2 Additional access. The fire code official is authorized to require Discretionary projects located in State Responsibility Areas (SRA) & Local Responsibility Areas (LRA) with Very High Fire Hazard Severity Zones (VHFHSZ) more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. When additional fire apparatus access roads are necessary as mitigation for the exceedance of the maximum allowable dead-end road length, the additional fire apparatus access road must be remote from the primary fire apparatus access road.
Sec. 503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.9.

Sec. 503.2.1 Dimensions. The dimensions of fire apparatus access roads shall be in accordance with the following:

(a) Fire apparatus access roads shall have an unobstructed improved width of not less than 24 feet, except for single-family residential driveways serving no more than two residential parcels, which shall have a minimum of 16 feet of unobstructed improved width. Any of the following, which have separated lanes of one-way traffic: gated entrances with card readers, guard stations or center medians, are allowed, provided that each lane is not less than 14 feet wide.

(b) Fire apparatus access roads that are public or private roads which are provided or improved as a result of a Tentative Map, Tentative Parcel Map or a Major/Minor Use Permit shall have the dimensions as set forth by the County of San Diego Standards for Public and Private Roads.

(c) All fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches.

(d) Vertical clearances or road widths shall be increased when the fire code official determines that vertical clearances or road widths are not adequate to provide fire apparatus access.

(e) Vertical clearances or road width may be reduced when the fire code official determines the reduction does not impair access by fire apparatus. In cases where the vertical clearance has been reduced, approved signs shall be installed and maintained indicating the amount of vertical clearance.

(f) Driveways exceeding 150 feet in length, but less than 600 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 600 feet, turnouts shall be provided no more than 400 feet apart.

Sec. 503.2.2 Authority to increase minimums. The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
**Sec. 503.2.3 Surface.** Fire apparatus access road shall be designed and maintained to support the imposed loads of fire apparatus (not less than 75,000 lbs. unless authorized by the FAHJ) and shall be provided with an approved paved surface so as to provide all-weather driving capabilities. The paving and sub-base shall be installed to the standards specified in the County of San Diego Parking Design Manual. A residential driveway constructed of 3½” Portland cement concrete may be installed on any slope up to 20% provided that slopes over 15% have a deep broom finish perpendicular to the direction of travel or other approved surface to enhance traction.

**Sec. 503.2.4 Roadway radius.** The horizontal inside radius of a fire apparatus access road shall comply with the County of San Diego Public and Private Road Standards approved by the Board of Supervisors. The horizontal inside radius for a private residential driveway shall be a minimum of 28 feet, as measured on the inside edge of the improvement width or as approved by the fire code official. The length of vertical curves of fire apparatus access roads shall not be less than 100 feet, or as approved by the fire code official.

**Sec. 503.2.5 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around emergency apparatus. A cul-de-sac shall be provided in residential areas where the access roadway serves more than 2 structures. The minimum unobstructed radius width for a cul-de-sac in a residential area shall be 36 feet paved, 40 feet graded, or as approved by the fire code official. The fire code official shall establish a policy identifying acceptable turnarounds for various project types. See annex section of this code for illustrations.

**Sec. 503.2.5.1 Dead-end roads.** The maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed the following cumulative lengths, regardless of the number of parcels served:

<table>
<thead>
<tr>
<th>ZONING FOR PARCEL SERVED BY DEAD-END ROAD(s)</th>
<th>CUMULATIVE LENGTH OF DEAD-END ROAD(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcels zoned for less than 1 acre</td>
<td>800 feet</td>
</tr>
<tr>
<td>Parcels zoned for 1 acre to 4.99 acres</td>
<td>1,320 feet</td>
</tr>
<tr>
<td>Parcels zoned for 5 acres to 19.99 acres</td>
<td>2,640 feet</td>
</tr>
<tr>
<td>Parcels zoned for 20 acres or larger</td>
<td>5,280 feet</td>
</tr>
</tbody>
</table>

All lengths shall be measured from the edge of the roadway surface at the intersection where the road begins to the end of the road surface at its farthest point. Where a dead-end road crosses area of differing zoned parcel sizes, requiring different length limits, the shortest allowable length shall apply. Where parcels are zoned 5 acres or larger, turnarounds shall be provided at a maximum of 1,320-foot intervals. Each dead-end road shall have a turnaround approved by the fire code official and constructed at its terminus.
A turnaround shall be provided to all building sites on driveways over 150 feet in length and shall be within fifty (50) feet of the building.

**Sec. 503.2.6 Bridges and elevated surfaces.** Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits and clearance limitations shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

**Sec. 503.2.6.1 Bridges with one traffic lane.** When approved by the fire code official, private bridges providing access to not more than two residential dwellings may have one 12-foot-wide travel lane and it shall provide for unobstructed visibility from one end to the other, and turnouts shall be provided at both ends.

**Sec. 503.2.7 Grade.** The gradient for a fire apparatus access roadway shall not exceed 15.0%. The fire code official may allow roadway grades up to 20.0% provided that the roadway surface conforms to section 503.2.3. The fire code official may require additional mitigation measures.

**Sec. 503.2.7.1 Cross-Slope.** The standard cross-slope shall be 2 percent; minimum cross-slope shall be 1 percent; maximum cross-slope shall be 5 percent.

**Sec. 503.2.8 Angles of Approach and Departure.** The angles of approach and departure for fire apparatus access roads shall not exceed 7 degrees (12 percent) for the first 30’ or as approved by the fire code official and shall not allow for transitions between grades that exceed 6% elevation change along any 10-foot section.

**Sec. 503.2.9 Roadway Turnouts.** When required by the fire code official, turnouts shall be a minimum of 12 feet wide and 30 feet long with a minimum 25-foot taper on each end. (Title 14 SRA 1273.06)

*Exception:* The minimum width of the turnout may be reduced to 10 feet wide when the fire code official determines the reduction does not impair access by fire apparatus.

**Sec. 503.3 Marking.** When required by the fire code official, approved signs or other approved notices or markings that include the words “NO PARKING FIRE LANE” shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
All new public roads, all private roads within major subdivisions and all private road
easements serving four or more parcels shall be named. Road name signs shall comply
with County of San Diego Department of Public Works Design Standard #DS-13.

Sec. 503.3.1 Fire lane Designation. Where the fire code official determines that it
is necessary to ensure adequate fire access, the fire code official may designate existing
roadways as fire access roadways as provided by Vehicle Code section 22500.1.

Sec. 503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads
shall not be obstructed in any manner, including the parking of vehicles. The minimum
road widths and clearances established in sections 503.2.1 and 503.2.2 shall be
maintained at all times.

Sec. 503.4.1 Traffic calming devices. Traffic calming devices (including, but not
limited to, speed bumps, speed humps, speed control dips, etc.) shall be prohibited unless
approved by the fire code official.

Sec. 503.5 Required gates or barricades. The fire code official is authorized to require
the installation and maintenance of gates or other approved barricades across fire
apparatus access roads, trails or other access ways, not including public streets, alleys or
highways. Electric gate openers, where provided, shall be listed in accordance with UL
325. Gates intended for automatic operation shall be designed, constructed and installed
to comply with the requirements of ASTM F2200.

Sec. 503.5.1 Secured gates and barricades. When required, gates and barricades
shall be secured as approved by the fire code official. Roads, trails and other access ways
that have been closed and obstructed in the manner prescribed by section 503.5 shall not
be trespassed on or used unless authorized by the owner and the fire code official.

Exception: The restriction on use shall not apply to public officers acting
within the scope of duty.

Sec. 503.5.2 School fences and gates. School grounds may be fenced, and gates
therein may be equipped with locks, provided that safe dispersal areas based on three
square feet per occupant are located between the school and the fence. Such required
safe dispersal areas shall not be located less than 50 feet from school buildings.

Every public and private school shall conform to Education Code section 32020,
which states:

“The governing board of every public school district and the governing authority
of every private school, which maintains any building used for the instruction or housing
of school pupils on land entirely enclosed (except for building walls) by fences or walls,
shall, through the cooperation of local law enforcement and fire protection agencies having jurisdiction of the area, provide for the erection of gates in these fences or walls. The gates shall be of sufficient size to permit the entrance of ambulances, police equipment and fire-fighting apparatus used by law enforcement and fire protection agencies. There shall be no less than one access gate and there shall be as many of these gates as needed to ensure access to all major buildings and ground areas. If these gates are equipped with locks, the locking devices shall be designed to permit ready entrance by the use of chain or bolt-cutting devices.’”

Sec. 503.6 Security gates. No person shall install a security gate or security device across a fire access roadway without the fire code official's approval.

1. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate.
2. A gate accessing more than four residences or residential lots or a gate accessing hazardous institutional, educational or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control-activating strobe light sensor or other device approved by the fire code official, which will activate the gate on the approach of emergency apparatus.
3. An automatic gate shall be provided with a battery back-up or manual mechanical disconnect in case of power failure.
4. An automatic gate shall meet fire department policies deemed necessary by the fire code official for rapid, reliable access.
5. When required by the fire code official, an automatic gate in existence at the time of adoption of this chapter is required to install an approved emergency key-operated switch or other mechanism approved by the fire code official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90 days of receiving written notice to comply.
6. Where this section requires an approved key-operated switch, it may be dual-keyed or equipped with dual switches provided to facilitate access by law enforcement personnel.
7. All gates providing access from a road to a driveway shall be located a minimum of 30 feet from the nearest edge of the roadway and shall be at least two feet wider than the width of the traffic lane(s) serving the gate.

Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.
SEC. 505 PREMISES IDENTIFICATION

Section 505 of the California Fire Code is revised to read:

SECTION 505
PREMISES IDENTIFICATION

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm) for residential buildings, 8” high with a 1” stroke for commercial and multi-family residential buildings and 12” high with a 1” stroke for industrial buildings. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Sec. 505.2 Street or road signs. Streets and roads shall be identified with approved signs. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather-resistant and be maintained until replaced by permanent signs.

Sec. 505.2.1 Traffic Access Limitations. Signs identifying traffic access limitations shall be placed at the intersection preceding the traffic access limitation, and no more than 100 feet before such traffic access limitation.

Sec. 505.3 Easement address signs. A road easement which is not named differently from the roadway from which it originates shall have an address sign installed and maintained listing all street numbers occurring on that easement. The sign shall be located where the easement intersects the named roadway. The numbers on the sign shall contrast with the background and have a minimum height of 4” and a minimum stroke of 1/2”.

Sec. 505.4 Directory map. A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance to a residential project or a mobile home park, with more than 15 units.

Sec. 505.5 Response map updates. Any new development which necessitates updating emergency response maps due to new structures, hydrants, roadways or similar features
shall be required to provide map updates in a format compatible with current department mapping services and shall be charged a reasonable fee for updating all response maps.

SEC. 506.1.3. EMERGENCY KEY ACCESS.

Section 506.1.3 is added to the California Fire Code portion to read:

Sec. 506.1.3 Emergency key access. All central station-monitored fire detection systems and automatic sprinkler systems shall have an approved emergency key access box on site in an approved location. The owner or occupant shall provide and maintain current keys for any structure for fire department placement in the box and shall notify the fire department in writing when the building is re-keyed.

SEC. 507.2. TYPE OF WATER SUPPLY.

Section 507.2 of the California Fire Code is revised to read:

Sec. 507.2 Type of water supply. A water supply may consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems, as approved by the fire code official, capable of providing the required fire flow. In setting the requirements for fire flow, the fire code official shall follow section 507.3 or Appendix B of the County Fire Code, or the standard published by the Insurance Service Office, "Guide for Determination of Required Fire Flow".

Sec. 507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24 as referenced in Chapter 80 of CFC.

Sec. 507.2.2 Water tanks. Water tanks for private residential fire protection, when authorized by the fire code official, shall comply with Table 507.2.2 and installed in accordance with the NFPA 22 edition referenced in Chapter 80 of CFC. Water tanks for commercial fire protection, when authorized by the fire code official, shall be installed in accordance with the NFPA 22 edition referenced in Chapter 80 of CFC.

<table>
<thead>
<tr>
<th>Building Square Feet</th>
<th>Gallons Per Minute Water Flow</th>
<th>Capacity Gallons</th>
<th>Duration Minutes</th>
</tr>
</thead>
</table>

TABLE 507.2.2
RESIDENTIAL WATER TANK REQUIREMENTS
<table>
<thead>
<tr>
<th>Up to 1,500</th>
<th>250</th>
<th>5,000</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 1,500</td>
<td>250</td>
<td>10,000</td>
<td>40</td>
</tr>
</tbody>
</table>

When the exposure distance is one hundred feet (100') or less from an adjacent property, or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.

1. Tank bottom elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the FAHJ. Tank size may be increased to serve multiple structures on a single parcel. The bottom of the water storage tank shall be level with or above the building pad.

2. Supply outlet shall be at least 4 inch in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall have an approved means of controlling water flow. The fire department connection shall be at least one 4-inch National Standard Thread (male), reduced to one 2½ inch National Standard Thread (male). Additional outlets may be required.

3. Location of fire department outlet shall be shown on the plot plan when submitted to the FAHJ. Consideration will be given to topography, elevations, and distance from structures, driveway access, prevailing winds, etc.

4. The outlet shall be located along a fire apparatus access roadway and shall not be closer than 50 feet or further than 150 feet from the structure unless approved by the FAHJ.

5. All exposed tank supply pipes shall be listed for above ground use as per the NFPA 13 edition referenced in Chapter 80 of CFC. Adequate support shall be provided.

6. Water storage tanks shall be constructed from materials approved by the NFPA 22 edition referenced in Chapter 80 of CFC and installed per manufacturer instructions.

7. Plans shall be submitted to the FAHJ for approval prior to tank installation. Tanks shall be installed as per County Zoning setback requirements.

8. Vessels previously used for products other than water shall not be allowed.

9. All underground piping serving the fire department connection shall be listed and approved as per the NFPA 24 edition referenced in Chapter 80 of CFC.
SEC. 507.3. FIRE FLOW.

Section 507.3 of the California Fire Code is revised to read:

Dir. 507.3 Fire flow. Fire flow requirements shall be based on Appendix B of the California Fire Code or the standard published by the Insurance Services Office, “Guide for Determination of Required Fire Flow.” Consideration should be given to increasing the gallons per minute to protect structures of extremely large square footage and for such reasons as: poor access roads, grade and canyon rims, hazardous brush and response times greater than five minutes by a recognized fire department or fire suppression company. In hazardous fire areas the main capacity for new subdivisions shall not be less than 2,500 gallons per minute, unless otherwise approved by the fire code official. If fire flow increases are not feasible, the fire code official may require alternative design standards such as: alternative types of construction that provides a higher level of fire resistance, fuel break requirements, which may include required irrigation, modified access road requirements, specified setback distances for building sites addressing canyon rim developments and hazardous brush areas, and other requirements as authorized by this chapter and as required by the fire code official.

SEC. 507.5.7. FIRE HYDRANT AND FIRE VALVE LOCATION.

Section 507.5.7 is added to the California Fire Code to read: (Title 14 1275.15)

Sec. 507.5.7 Fire hydrant and fire valve location. The fire hydrant or fire valve shall be between 14 to 24 inches above grade, no closer than 4 feet nor further than 12 feet from the roadway, and 8 feet from combustible vegetation.

Sec. 507.5.7.1 Signing of water sources and fire department connections. The fire code official shall require fire hydrants and fire department connections to be identified. Fire hydrants shall be identified by a reflectorized blue marker and fire department connections shall be identified by a reflectorized green marker, with a minimum dimension of 3 inches, in the center of the travel lane adjacent the water source, or by other methods approved by the fire code official.

All materials shall be listed and approved by the water purveyor and/or fire code official. The fire code official may require a fire hydrant to have any combination of 4” and 2 ½ inch outlets with National Standard Threads.

SEC 507.5.8 WATERLINE EXTENSIONS.

Section 507.5.8 is added to the California Fire Code to read:
Sec. 507.5.8 Waterline Extensions. The fire code official may require a waterline extension for the purpose of installing a fire hydrant if a water main is 1,500 feet or less from the property line.

SEC. 603.6.6. SPARK ARRESTERS.

Section 603.6.6 is added to the California Fire Code to read:

Sec. 603.6.6 Spark arresters. All structures having a chimney, flue or stovepipe attached to a fireplace, stove, barbecue or other solid or liquid fuel burning equipment or device shall have the chimney, flue or stovepipe equipped with an approved spark arrester. An approved spark arrester is a device intended to prevent sparks from escaping into the atmosphere, constructed of welded or woven wire mesh, 12-gauge thickness or larger, with openings no greater than ½ inch, or other alternative material the FAHJ determines provides equal or better protection.

SEC. 603.8.1. RESIDENTIAL INCINERATORS.

Section 603.8.1 of the California Fire Code is revised to read:

Sec. 603.8.1 Residential Incinerators. Residential incinerators are prohibited in the unincorporated area of the County.

SEC. 903.2 AUTOMATIC SPRINKLER SYSTEMS-WHERE REQUIRED.

Section 903.2 of the California Fire Code is revised to read:

903.2 Where required. Approved automatic sprinkler systems shall be installed in all new buildings. For the purpose of automatic sprinkler systems, buildings separated by less than 10 feet from adjacent buildings shall be considered one building. Fire barriers and partitions, regardless of rating, shall not be considered as creating separate buildings for purposes of determining automatic fire sprinkler requirements. Mezzanines shall be included in the total square footage calculation. All new structures constructed shall have an approved NFPA 13, NFPA 13R or NFPA 13D automatic sprinkler system installed as per 903.3.1.1, 903.3.1.2 or 903.3.1.3. The Fire Code Official has the final decision of which NFPA 13 standard to apply, NFPA 13R or NFPA 13D as required due to access, water supply and travel time.

Exceptions:
1. Group U occupancies not greater than 500 square feet, and when the building is more than 10 feet from an adjacent structure or property line measured from the farthest projection from the building.
2. Agricultural buildings constructed of wood or metal frames over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.

903.2(a) Additions. An automatic sprinkler system may be required to be installed throughout the building when the addition is more than 50% of the existing building or when the altered building will exceed a fire flow as calculated pursuant to section 507.3. The fire code official may require an automatic sprinkler system to be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists, such as poor access roads, steep grades and canyon rims, hazardous brush and response times greater than 5 minutes by a fire department. The fire code official may require that other protective measures be taken based on existing conditions and/or potential hazards. The preceding addition or remodel exception is limited to one permit per three-year period from the date of the last permit approval.

903.2 (b) Remodels or reconstructions. The fire code official may require an automatic sprinkler system to be installed throughout structures if a remodel or reconstruction includes significant modification to the interior or roof of the building. The fire code official may require that other protective measures be taken based on existing conditions and/or potential hazards. The preceding addition or remodel exception is limited to one permit per three-year period from the date of the last permit approval.

903.2 (c) Group U: Occupancies. For Group U Occupancies greater than 500 square feet an approved automatic sprinkler system shall be installed as per NFPA 13D edition referenced in Chapter 80 CFC.

SEC. 903.4. SPRINKLER SYSTEM MONITORING AND ALARMS.

Section 903.4 of the California Fire Code is revised to read:

Sec. 903.4 Automatic Sprinkler system supervision and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electronically supervised by a listed fire alarm control unit.

Exceptions:
1. Automatic sprinkler systems with less than 100 fire sprinklers protecting one-family and two-family dwellings and group U occupancies.

2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. Automatic sprinkler systems installed in accordance with NFPA 13R edition referenced in Chapter 80 CFC where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate control valve for the automatic sprinkler system is not provided.

4. Jockey pump control valves that are sealed or locked in the open position.

5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.

6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.

7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

SEC. 1204.4 GROUND-MOUNTED PHOTOVOLTAIC ARRAYS

Section 1204.4 the California Fire Code is revised to read:

Sec. 1204.4 Ground-mounted photovoltaic arrays. Ground-mounted photovoltaic array installations shall meet the requirements of sections 1204.4.1 through 1204.4.4.

Sec. 1204.4.1 Fire apparatus access roads. Fire apparatus access roads to ground-mounted photovoltaic arrays, associated equipment structures and operations/maintenance buildings shall comply with section 503.

Exception: Private residential and agricultural systems less than 10 acres in size and where the energy generated is primarily for on-site use are exempt from this requirement subject to the approval of the fire code official.

Sec. 1204.4.2 Perimeter fire apparatus access roadway. Ground-mounted photovoltaic arrays 10 acres or larger in size shall provide a fire apparatus access roadway around the perimeter of the project. The perimeter fire apparatus access roadway shall comply with section 503.

Sec. 1204.4.3 Fuel modification. Combustible vegetation within the array and to a distance of 30 feet from the array and associated equipment shall be reduced to a height of no more than 6 inches. The fuel modification zone may be increased when required by the fire code official or as recommend by a fire protection plan.

Exception: For private residential and agricultural systems less than 10 acres in size and where the energy generated is used primarily on-site, the required fuel
modification zone may be reduced to 10 feet from the array and associated equipment.

Operation/maintenance buildings shall be provided with fuel modification zones that comply with section 4907.2.

Sec. 1204.4.4 Water supply. Water supply for fire protection and suppression shall be provided for equipment structures and operations/maintenance buildings as required by section 507.

Sec. 1204.5 Identification. Ground-mounted photovoltaic arrays with multiple equipment structures shall include a means of readily identifying each equipment structure. The fire code official may require a lighted directory map of the project to be installed on-site near the entrance to the facility for projects of 10 or more acres in size.

SEC. 2808 STORAGE AND PROCESSING OF WOOD CHIPS, HOGGED MATERIAL, FINES, COMPOST, SOLID BIOMASS FEEDSTOCK AND RAW PRODUCT ASSOCIATED WITH YARD WASTE, AGRO-INDUSTRIAL AND RECYCLING FACILITIES.

Section 2808 of the California Fire Code is revised to read:

SECTION 2808
STORAGE AND PROCESSING OF WOOD CHIPS, HOGGED MATERIALS, FINES, COMPOST, SOLID BIOMASS FEEDSTOCK AND RAW PRODUCT ASSOCIATED WITH YARD WASTE, AGRO-INDUSTRIAL AND RECYCLING FACILITIES

Sec. 2808.1 General. The storage and processing (mulching, composting) of wood chips, hогged materials, fines, compost, solid biomass feedstock and raw product produced from yard waste, debris and agro-industrial and recycling facilities shall be in accordance with section 2808.2 through 2808.20.

Sec. 2808.2 Definitions. The following terms are defined in section 202:

AERATED STATIC PILE.
CHIPPING AND GRINDING.
COMPOSTING OPERATION.
GREENWASTE.
HOGGED MATERIALS.
MULCHING.
STATIC PILE.
WINDROW COMPOSTING PROCESS.
WOOD CHIPS

Sec. 2808.3 Permit required. A permit shall be obtained from the fire code official prior to engaging in the operation and storing processed wood chips, hogged material, fines, compost and raw product in association with yard waste and similar material recycling facilities. The permit shall be renewed on an annual basis or shall be limited to such period of time as designated by the fire code official. Permits shall not be transferable and any change in use, location, occupancy, operation or ownership shall require a new permit.

Sec. 2808.4 Financial assurance for cost recovery. A security bond, irrevocable letter of credit or other approved form of financial assurance shall be required to be posted, in an amount determined by the fire code official. The financial assurance shall be a minimum of $25,000.00 and a maximum of $100,000.00, depending on the size of operation. The financial assurance shall reimburse the fire department for expenses incurred in any emergency response and/or enforcement action by the fire department to protect the public from fire or hazardous substances related to the operation. The financial assurance shall be returned to the operator in a timely fashion once the operation is closed, to the satisfaction of the fire code official.

Sec. 2808.5 Operational and emergency plans. The following operational and emergency action plans shall be submitted to and be approved by the fire code official prior to initiating an operation under section 2808:

1. Operational Plan. The operational plan shall include: Site layout, pile dimensions, fire access, water supply, site security, site operations, temperature monitoring, rotation and diversion plan.

2. Emergency Plan. The emergency plan shall include: Operator fire response actions, fire dispersal area, emergency equipment operator callback and initiation of incoming diversion plan. All plans shall define the equipment necessary to process and handle the materials.

Sec. 2808.6 Notification of fire department. The operator shall report all fires to the fire department immediately upon discovery.

Sec. 2808.7 Equipment operator emergency callback. The operator shall implement and maintain a plan for rapid equipment operator response to the site. The maximum response time to the site shall be within one hour of a fire department notification. The following equipment shall be on site and staffed with skilled operators: bulldozer, loaders and heavy-duty equipment necessary to mitigate a fire. Notification procedure shall be
maintained operational 24 hours a day, seven days a week. Notification may be by pager activation, telephone answering service, or other approved means.

**Sec. 2808.8 Incoming waste diversion plan.** The operator shall develop a diversion plan for incoming greenwaste for implementation in the event of equipment failure or other inability to process and distribute greenwaste. The plan shall prevent stockpiling of waste on the site and unauthorized depositing of waste on or near the site. The operator shall initiate the diversion plan based on criteria in the Operational and Emergency Plan without further direction from the fire department.

**Sec. 2808.9 Unprocessable or non-greenwaste material.** All greenwaste that cannot be processed on-site, such as stumps and fibrous plants, shall be immediately removed from the feedstock, stored in roll-off containers or bins and be removed from the facility on a weekly basis. All plastic bags shall be removed prior to shredding material.

**Sec. 2808.10 Fire access roadway.** A fire access roadway shall be provided to the site and on the site. Each roadway shall be at least 20 feet wide, but the fire official may require a greater width, depending on site conditions. The operator shall also be required to obtain the fire code official's approval for the type of driving surface for the onsite access roadway.

**Sec. 2808.11 Storage sites.** Storage sites shall be level and on solid ground or other approved all-weather surface.

**Sec. 2808.12 Combustible vegetation control.** The operator shall clear any combustible material, weeds, brush, trees or other vegetation (including mulch) that is or may become, dry and capable of transmitting fire, from within 50 feet of raw greenwaste and mulch piles. Clearance shall be to bare earth or approved pavement. Individual growing trees within that distance may remain, subject to the fire code official's approval.

**Sec. 2808.13 Pile separation.** Piles shall be separated from adjacent piles and property lines by fire department access roadways.

**Sec. 2808.14 Size of piles.** Pile height, width and length shall be limited to criteria approved by the fire code official, based in part on the site material handling equipment. In no case shall a pile exceed 12 feet in height, 100 feet in width and 200 feet in length.

**Sec. 2808.15 Static pile protection.** Interior pile temperatures shall be monitored and recorded on a regular basis per the Operational Plan. Internal pile temperatures shall be taken at ⅔ the pile height, 12 to 24 inches from the surface with a probe-type thermometer. Readings shall be made at not greater than 50-foot intervals along the length of the pile. Temperatures above 158°F are known to adversely affect microbial decomposition and are considered excessive. Infrared thermometers may be used to
monitor for hot spots at the surface but are not a substitute for internal probe measurement and documentation. Once windrows exceed 170° F, the windrows shall be reduced in size, be rotated and be monitored daily until temperatures drop below 158° F. All greenwaste stockpiles shall be re-mixed as necessary to alleviate any fire due to spontaneous combustion or temperatures above 170° F. Windrows shall be visually inspected on a regular basis. Once fires have been detected in any windrows at a site, this visual inspection shall be a minimum daily requirement. Daily inspections shall continue until the threat of fire no longer exists and the fire code official agrees inspections may be discontinued. All temperature and pile-handling records shall be kept on file at the site and be made available for inspection by fire department personnel. Data shall include date, time, temperature, specific location and person conducting measurement.

Sec. 2808.16 Firefighting water supplies and storage. Firefighting water supplies shall conform to sections 2808.16.1 or 2808.16.2.

Sec. 2808.16.1 Public water supply. The operator shall provide and maintain approved fire hydrants and waterline mains as required by the fire code official. Water lines may be approved aboveground lines supplied from a reliable water supply with adequate protection against impact and fire flow reaction. Hydrant spacing shall be at 400-foot intervals along primary fire access roadways. Fire flow at each hydrant shall be at least 1000 gallons per minute at 20 psi. Duration of the required fireflow shall be as determined by the fire code official.

Sec. 2808.16.2 Private water supply. Above-ground water storage tanks may be installed when authorized by the fire code official where public water supply is not adequate to meet fire flow requirements. Volume and duration of the required fireflow shall be as determined by the fire code official.

Sec. 2808.17 Material-handling equipment. Equipment used on all piles should be of a type that minimizes compaction. All vehicles operating on or around the piles shall have a Class A fire extinguisher of a minimum 2-A rating, in addition to the Class B rating appropriate for the vehicles. Approved material-handling equipment shall be available during firefighting operations for moving wood chips, hogged material, compost and raw product produced from yard waste and wood fines.

Sec. 2808.18 General safety rules for site equipment maintenance. Welding or cutting torch operations shall be conducted a minimum of 30 feet from combustible materials. A fire watch shall be provided to detect fire, and to operate fire-extinguishing equipment throughout the welding or cutting operation and 30 minutes thereafter. Refueling and on-site maintenance shall meet California Fire Code requirements in Chapters 23 & 57 and all other applicable fire code requirements.
Sec. 2808.19 Site security. Pile storage areas shall be surrounded with approved fencing. Fences shall be a minimum of 6 feet in height.

Sec. 2808.20 Smoking and open burning prohibited. The operator shall prohibit smoking and open flame on the operational site, including smoking within vehicles. Approved signs shall be clearly and prominently posted and shall be enforced by the site operators. No open burning shall be allowed on site.

SEC. 3206.2. GENERAL FIRE PROTECTION AND LIFE SAFETY FEATURES.

Section 3206.2 Exception “h” of Table 3206.2 of the California Fire Code is deleted.

SEC. 3318. FUEL MODIFICATION ZONE REQUIREMENTS

Section 3318 is added to the California Fire Code to read:

3318
FUEL MODIFICATION ZONE REQUIREMENTS

Sec. 3318.1 Fuel modification zone during construction. Any person doing construction of any kind which requires a permit under this code, or the County Building Code shall install a fuel modification zone prior to allowing any combustible material to arrive on the site and shall maintain the zone during the duration of the project.

SEC. 4902. DEFINITIONS.

Section 4902 of the California Fire Code is revised to read:

SECTION 4902
DEFINITIONS

Sec. 4902.1 General. For the purposes of this chapter, certain terms are defined as follows:

BUILDING OFFICIAL means the Director of the Planning and Development Services or any person appointed or hired by the Director to administer or enforce the County's planning and construction standards. The building official duties shall include plan checking, inspections and code enforcement.

CDF DIRECTOR means the Director of the California Department of Forestry and Fire Protection.
COMBUSTIBLE VEGETATION means material that in its natural state will readily ignite, burn and transmit fire from native or landscape plants to any structure or other vegetation. Combustible vegetation includes dry grass, brush, weeds, litter or other flammable vegetation that creates a fire hazard.

DEFENSIBLE SPACE is an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur. Distance measurements for defensible space shall be measured on a horizontal plane.

FIRE HAZARD SEVERITY ZONES are geographical areas designated pursuant to California Public Resources Code sections 4201 through 4204 and classified as Very High, High and Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code sections 51175 through 51189.

The California Code of Regulations, Title 14, Section 1280 entitles maps of these geographical areas as "Maps of the Fire Hazard Severity Zones in the State Responsibility Area of California."

FIRE PROTECTION PLAN (FPP) is a document prepared for a specific project or development proposed in the wildland-urban interface fire area that describes ways to minimize and mitigate potential loss from wildfire exposure, with the purpose of reducing impact on the community’s fire protection delivery system.

FUEL BREAK is an area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for firefighting.

LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONE means an area designated by a local agency upon the recommendation of the CDF Director pursuant to Government Code sections 51177(c), 51178 and 51189 that is not a State Responsibility Area and where a local agency, city, county, city and county, or district is responsible for fire protection.

OPEN SPACE EASEMENT means any right or interest in perpetuity or for a term for years in open-space land, as that term is defined in Government Code section 51051, acquired by the County, a city or a nonprofit organization where the instrument granting the right or interest imposes restriction on use of the land, to preserve the land for public use or enjoyment of the natural or scenic character of the land.
EXHIBIT B

OPEN SPACE PRESERVE means open-space land, as that term is defined in Government Code section 65560(b), for the preservation of natural resources, managed production of resources, outdoor recreation, public health and safety, buffer for a military installation or the protection of cultural resources.

SLOPE is the variation of terrain from the horizontal; the number of feet, rise or fall per 100 feet, measured horizontally, expressed as a percentage.

STATE RESPONSIBILITY AREA means lands that are classified by the Board of Forestry pursuant to Public Resources Code section 4125 where the financial responsibility of preventing and suppressing forest fires is primarily the responsibility of the State.

TREE CROWN means the primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDFIRE is any uncontrolled fire spreading through vegetative fuels that threaten to destroy life, property, or resources as defined in Public Resources Code sections 4103 and 4104.

WILDFIRE EXPOSURE is one or a combination of radiant heat, convective heat, direct flame contact and burning embers being projected by vegetation fire to a structure and its immediate environment.

WILDLAND-URBAN INTERFACE FIRE AREA is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code sections 4201 through 4204 and Government Code sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

Sec. 4902.2 Declaration: The legislative body shall declare the Wildland Interface Areas within the jurisdiction. The Wildland Urban Interface Areas shall be based on the findings of fact. The Wildland Urban Interface Area boundary shall be any geographic area mapped or otherwise identified by the State or local jurisdiction as a High Hazard, or Very High Fire Severity Zone, or as set forth by the (insert fire district name). When the type and condition of vegetation, topography, weather, and structure density, which potentially increases the probability of vegetation conflagration, exists, such area shall be considered a Very High Fire Severity Zone.

SEC. 4903. FIRE PROTECTION PLAN.

Section 4903 of the California Fire Code is revised to read:
SECTION 4903
FIRE PROTECTION PLAN

Sec. 4903.1 When required. Planning and Development Services or the FAHJ may require an applicant for a parcel map, subdivision map, specific plan or major use permit for any property located in a wildland-urban interface fire area to submit a Fire Protection Plan (FPP) as part of the approval process.

Sec. 4903.2 Content. The FPP shall consider location, topography, geology, aspect, combustible vegetation (fuel types), climatic conditions and fire history. The plan shall address the following in terms of compliance with applicable codes and regulations including but not limited to: water supply, vehicular and emergency apparatus access, travel time to nearest serving fire station, structural ignitability, structure set back, ignition-resistive building features, fire protection systems and equipment, impacts to existing emergency services, defensible space and vegetation management.

The FPP shall be prepared as prescribed in the County of San Diego Land Use and Environment Group “Guidelines for Determining Significance and Report Format and Content Requirements for Wildland Fire and Fire Protection” document.

SEC. 4905. WILDFIRE PROTECTION BUILDING CONSTRUCTION.

Section 4905 of the California Fire Code is revised to read:

SECTION 4905
WILDFIRE PROTECTION BUILDING CONSTRUCTION

Sec. 4905.1 Construction methods for exterior wildfire exposure. The construction methods for exterior wildfire exposure in a wildland-urban interface fire area shall be as provided in Chapter 7A of the County Building Code.

SEC. 4907. DEFENSIBLE SPACE.

Section 4907 of the California Fire Code is revised to read:

SECTION 4907
DEFENSIBLE SPACE

Sec. 4907.1 Structure setbacks from property lines. The building official shall establish the minimum setbacks for locating a structure on a lot in a wildland-urban interface fire area. The setbacks may be greater than the minimum setbacks provided in the County Zoning Ordinance, when necessary to protect a structure from an unreasonable hazard from a wildfire.
Sec. 4907.1.1 General fire setbacks. Buildings and structures shall be setback a minimum of 30 feet from property lines and biological open space easements unless existing permitted structures are located within 30 feet of the property line or the County Zoning Ordinance requires a greater minimum. When the property line abuts a roadway, the setback shall be measured from the centerline of the roadway.

Exception: When both the building official and the FAHJ determine that the hazard from a wildland fire is not significant or when the terrain, parcel size or other constraints on the parcel make the required setback infeasible, the building official may allow the setback to be less than 30 feet when allowed by the Zoning Ordinance.

Sec. 4907.1.2 Fire setbacks adjacent protected areas. Buildings and structures shall be setback a minimum of 100 feet from any property line adjacent a national forest, state park or open space preserve. This setback may be reduced when existing permitted structures are located within 100 feet of the property line or additional mitigation measures are employed that are satisfactory to both the FAHJ and the building official.

Sec. 4907.2 Fuel modification. A fuel modification zone shall be required around every building that is designed primarily for human habitation or use or a building designed specifically to house farm animals. Decks, sheds, gazebos, freestanding open-sided shade covers and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than 5 feet from a dwelling, are not considered structures for the establishment of a fuel modification zone. A fuel modification zone shall comply with the following:

(a) When a building or structure in a hazardous fire area is located 100 feet or more from the property line, the person owning or occupying the building or structure shall maintain a fuel modification zone within 100 feet of the building or structure. The area within 50 feet of a building or structure shall be cleared of vegetation that is not fire resistant and re-planted with fire-resistant plants. In the area between 50 to 100 feet from a building, all dead and dying vegetation shall be removed. Native vegetation may remain in this area provided that the vegetation is modified so that combustible vegetation does not occupy more than 50% of the square footage of this area. Weeds and annual grasses shall be maintained at a height not to exceed 6 inches. The chips from chipping of vegetation that is done on-site may remain if the chips are dispersed so they do not exceed 6 inches in depth. Trees may remain in both areas provided that the horizontal distance between crowns of adjacent trees and crowns of trees and structures is not less than 10 feet. See Figure 4907.2.
(b) The fire code official may increase the fuel modification zone more than the 100-foot minimum if fuel and/or topography are determined to increase the fire hazard severity.

(c) When a building or structure in a hazardous fire area is setback less than 100 feet from the property line, the person owning or occupying the building or structure shall meet the requirements in subsection (a) above, to the extent possible, in the area between the building or structure and the property line.

(d) The building official and the FAHJ may provide lists of prohibited and recommended plants.

(e) The fuel modification zone shall be located entirely on the subject property unless approved by the FAHJ. This required fuel modification zone may be reduced as allowed in subsection (b) above or increased as required by a fire protection plan.

(f) When the subject property contains an area designated to protect biological or other sensitive habitat or resource, no building or other structure requiring a fuel modification zone shall be located so as to extend the fuel modification zone into a protected area.

(g) Improved Property: Property owners shall be permitted to clear all flammable vegetation within a one hundred (100) foot radius of all structures using methods, such as mowing and trimming that leave plant root structure intact to stabilize soil. Clearing is not limited to these methods and discing, which exposes bare mineral soil, may be used if deemed necessary by the FAHJ.

   a. Where the distance from the structure to the property line of the parcel on which the structure is located is less than the distance required to be cleared, (100’), the adjacent parcel owner may be required to establish the required fuel break to achieve the required distance of defensible space if such requirement is approved by the Fire Code Official.
Sec. 4907.2.1 Fuel modification of combustible vegetation from sides of roadways. The FAHJ may require a property owner to modify combustible vegetation in the area within 20 feet from each side of the driveway or a public or private road adjacent to the property to establish a fuel modification zone. The FAHJ has the right to enter private property to ensure the fuel modification zone requirements are met.

Exception: The FAHJ may reduce the width of the fuel modification zone if it will not impair access.

Sec. 4907.2.2 Community fuel modification. The FAHJ may require a developer, as a condition of issuing a certificate of occupancy, to establish one or more fuel modification zones to protect a new community by reducing the fuel loads adjacent to a community and structures within it. The developer shall assign the land on which any fuel modification zone is established under this section to the association or other common owner group that succeeds the developer as the person responsible for common areas within the community.

Sec. 4907.2.2.1 Land ownership. Once a fuel modification zone has been established under section 4907.2.2 the land on which the zone is located shall be under the control of an association or other common ownership established in perpetuity, for the benefit of the community to be protected.
Sec. 4907.3 Maintenance of defensible space. Any person owning, leasing, controlling, operating or maintaining a building or structure required to establish a fuel modification zone pursuant to section 4907.2 shall maintain the defensible space. The FAHJ may enter the property to determine if the person responsible is complying with this section. The FAHJ may issue an order to the person responsible for maintaining the defensible space directing the person to modify or remove non-fire resistant vegetation from defensible space areas, remove leaves, needles and other dead vegetative material from the roof of a building or structure, maintain trees as required by section 4907.3.1 or to take other action the FAHJ determines is necessary to comply with the intent of sections 4903 et seq.

Sec. 4907.3.1 Trees. Crowns of mature trees located within defensible space shall maintain a minimum horizontal clearance of 10 feet for fire resistant trees and 30 feet for non-fire resistive trees. Mature trees shall be pruned to remove limbs to maintain a vertical separation of three times the height of the lower vegetation or 6 feet, whichever is greater, above the ground surface adjacent to the trees. Dead wood and litter shall be regularly removed from trees. Ornamental trees shall be limited to groupings of 2-3 trees with canopies for each grouping separated horizontally as described in Table 4907.3.1.

<table>
<thead>
<tr>
<th>Distance between Tree Canopies by Percent Slope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Slope</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>0 to 20</td>
</tr>
<tr>
<td>21 to 40</td>
</tr>
<tr>
<td>41 plus</td>
</tr>
</tbody>
</table>

1. Determined from canopy dimensions as described in Sunset Western Garden Book (Current Edition)

Sec. 4907.4 Home Ignition Zones:

4907.4.1 Zone 1 Immediate Zone 0-5’ Meaning from exterior wall surface of the building extending 5 feet on a horizontal plane. This zone shall be constructed of continuous hardscape or limited fire-resistant plantings acceptable to the FAHJ. Vegetation in this zone shall not exceed 6” to 18” in height and irrigation is required. Removal of combustible materials surrounding the exterior wall area and maintaining area free and clear of combustible materials. The use of mulch and other combustible materials shall be prohibited.
4907.4.2 Zone 2 Intermediate Zone from Zone 1 to 50’ means from the immediate edge of zone 1 extending out in a horizontal plane. This zone shall consist of planting of low growth drought tolerant and fire resistive species of plants and fire resistive materials. The height of the plans in this zone starts at 6” adjacent to Zone 1 and extending in a linear fashion up to a maximum of 18” at intersection with Zone 3. Firewood inside this zone shall be piled minimum of 30’ away from all structures. Cords of firewood shall also be maintained at least 10’ from property lines and not stacked under tree canopies.

4907.4.3 Zone 3 Extended Zone 50’-100’ means from the immediate edge of Zone 2 extending out in a horizontal plane for 50’. This zone consists of planting of moderate height species plants and drought tolerant and fire resistive species. Brush and plants shall be limbed up off the ground, so the lowest branches are 1/3 height of bush/tree/plant or up to 6’ off the ground on mature trees. This area would be considered selective clearing of natural vegetation and dense chaparral.

SEC. 5601.2. EXPLOSIVES AND FIREWORKS-APPLICABILITY.

Section 5601.2 is added to the California Fire Code to read:

Sec. 5601.2 Applicability. This section shall apply to the manufacture, possession, storage, sale, transportation and use of explosives and blasting agents and to any blasting operation in the unincorporated area of the County. The Sheriff is the Issuing Officer for purposes of this section. The Sheriff may delegate the duties of Issuing Officer at her or his discretion. Additionally, as may be appropriate based on circumstances, the Issuing Officer may enter into memoranda of agreement with non-County fire agencies whereby such non-County agency will assume the duties of issuing a permit or permits required by this Chapter. The Issuing Officer shall determine whether a blast is a major blast or a minor blast under this section. A minor blast is subject to all conditions of this section except the inspection requirements.
Sec. 5601.2.1 Definitions. The following terms are defined in section 202:

BLASTER.
BLASTING AGENT.
BLASTING OPERATION.
BLASTING PERMIT.
BLAST SITE.
EXPLOSIVES PERMIT.
INSPECTOR.
MAJOR BLASTING.
MINOR BLASTING.

Sec. 5601.2.2. Application. Application for a permit required by this section shall be in the form required by the Issuing Officer.

Sec. 5601.2.3 Permit requirements. No person shall conduct blasting in the unincorporated area of the County without an explosives permit issued under this chapter. A person applying for an explosives permit shall, in addition to demonstrating compliance with fire safety requirements, shall also comply with all County requirements for any building permits, grading permits, use permits, encroachment permits and all other entitlements to use property, including zoning requirements and any determination under the Zoning Ordinance of nonconforming status. The applicant shall be responsible for providing proof of all necessary approvals when requested by the Issuing Officer.

Sec. 5601.2.4 Permit conditions. The Issuing Officer may impose conditions and procedures as are deemed reasonably necessary to protect the public health and safety based upon the facts and circumstances of a particular blasting operation. The permit conditions shall be in writing. Failure to comply with any permit condition is grounds for revocation of the permit. A blaster may request the Issuing Officer release the blaster from any permit condition if circumstances have changed that make the condition no longer applicable. In addition to complying with the County blasting regulations, a blaster shall also comply with blasting regulations of neighboring jurisdictions, for any blasting operations outside of the unincorporated area of the County conducted in conjunction with a project within the unincorporated areas of the County.

Sec. 5601.2.5 Insurance and indemnification required. As an additional condition for obtain an explosives permit the applicant shall submit: (1) a certificate of insurance evidencing that the blaster has obtained a general liability insurance policy which includes coverage for explosion, collapse and underground property damage from an insurer satisfactory to the Issuing Officer, that is in effect for the period covered by the permit, written on an "occurrence" basis, in an amount of not less than $500,000 per each
occurrence, naming the County and the FAHJ as an additional insured and providing that the policy will not be canceled or terminated without 30 days prior written notice to the County and (2) an agreement signed by the blaster agreeing to defend, indemnify and hold the County and its agents, officers and employees harmless from any claims or actions arising from the issuance of the permit or any blasting activity conducted under the permit.

**Sec. 5601.2.6 Blasting hours.** Blasting shall only be allowed Monday through Saturday, between the hours of 7:00 a.m. and 6:00 p.m. or ½ hour before sunset, whichever occurs first, unless special circumstances warrant another time or day and the Issuing Officer grants approval of the change in time or day.

**Sec. 5601.2.7 Additional operational requirements.** The owner of any property in the unincorporated area of the County on which any blasting is intended to occur, shall give, or cause to be given, a one-time notice in writing, for any proposed blasting to the local fire agency and dispatch center and to all residences, including mobile homes, and businesses within 600 feet of any potential major blast location or 300 feet from any potential minor blast location. The notice shall be given not less than 24 hours, but not more than one week, before a blasting operation and shall be in a form approved by the Issuing Officer. The minimum 24-hour notice requirement may be reduced to a lesser period but not less than one hour if the Issuing Officer determines that special circumstances warrant the reduction in time. Adequate precautions shall be taken to reasonably safeguard persons and property before, during and after blasting operations. These precautions shall include:

1. The blaster shall retain an inspector to inspect all structures, including mobile homes, within 300 feet of the blast site before blasting operations, unless inspection is waived by the owner and/or occupant. The inspector shall obtain permission of the owner and/or occupant before conducting the inspection. The inspection shall be only for the purpose of determining the existence of any visible or reasonably recognizable preexisting defects or damages in any structure. Waiver of inspection shall be in writing signed by the owner and/or occupant. Refusal to allow inspection shall also constitute a waiver. The inspector shall notify the owner and/or occupant of the consequences of refusing an inspection shall include a refusal in the summary report filed with the Issuing Officer. The blaster shall request an inspector conduct post-blast inspections upon receipt of a written complaint of property damage if the complaint is made within 60 days of completion of blasting operations. If the blaster has knowledge of alleged property damage independent of the written complaint, the blaster shall also retain an inspector to conduct a post-blast inspection.

2. An inspector shall complete and sign pre-blast inspection reports identifying all findings and inspection waivers. The blaster shall retain the inspection reports
for three years from the date of the blasting and upon a complaint of alleged
damage the blaster shall immediately file a copy of the report with the Issuing
Officer and provide a copy to the complainant. If there is a change in the blasting
contractor after blasting has commenced on a project, a re-inspection shall be
conducted in accordance with the preceding paragraph before the new blasting
contractor undertakes any additional blasting.

3. The blaster shall retain an inspector to conduct a post-blast- inspection of any
structure for which a written complaint alleging blast damage has been received.
A written report of the inspection shall be immediately filed with the Issuing
Officer and provided to any person who made a complaint for damages.

4. The blaster shall allow any representative of the Issuing Officer to inspect the
blast site and blast materials or explosives at any reasonable time.

5. If the blaster wants a representative of the Issuing Officer to witness a blasting
operation the blaster shall make a request with the Issuing Officer at least 12 hours
before the blast. The blaster shall confirm the request for a witness with the
Issuing Officer at least one hour before the blast. The blaster shall be responsible
for any cost incurred by the Issuing Officer in having a representative witness the
blast.

6. The blaster shall notify the Issuing Officer on the day of a scheduled blasting
operation not less than one hour before blasting.

7. All major blasting operations shall be monitored by an approved seismograph
located at the nearest structure within 600 feet of the blasting operation. All daily
seismograph reports shall be maintained by the blaster for three years from the
blasting.

Sec. 5601.2.8 Seizure of illegal items. The Issuing Officer may seize at the
owner’s expense, all explosives, ammunition or blasting agents, which are illegally
manufactured, sold, offered or exposed for sale, delivered, stored, possessed or
transported in violation of this chapter.

Sec. 5601.2.9 Violations for false or misleading information. It shall be
unlawful and a violation of this chapter for any person to provide false or misleading
information or documentation to the County or any of its officers or employees or to any
fire department, fire protection district, fire company or legally formed volunteer fire
department, or its officers or employees in the unincorporated area of the County, having
jurisdiction over any aspect of the explosives or blasting permit process or blasting
operations.
Sec. 5601.2.10 Fees. A person applying to the Issuing Officer to be approved as a blaster or inspector, as defined in this section, shall pay an application fee to the Issuing Officer. A person applying for an explosives permit under this section shall pay the fee established by the Issuing Officer with the application. The amount of any fee required by this chapter shall be determined by the Issuing Officer on the basis of the full costs involved in processing an application.

SEC. 5608.1. FIREWORKS DISPLAY.

Section 5608.1 of the California Fire Code is revised to read:

Sec. 5608.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in motion picture, television, theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Chapter 6 Fireworks and County Code sections 32.101 et seq. The Fire Warden is the Issuing Officer for any fireworks permit required by this Chapter. The Fire Warden may delegate the duties of Issuing Officer at her or his discretion. Additionally, as may be appropriate based on circumstances, the Issuing Officer may enter into memoranda of agreement with non-County fire agencies whereby such non-County agency will assume the duties of issuing a permit or permits required by this Chapter.

Sec. 5608.1.1 Scope. The possession, manufacture, sale, storage, use and display of fireworks are prohibited in the unincorporated area of the County except as provided in County Code sections 32.101 et seq.

SEC. 5705.2.4. TRANSFERRING CLASS I, II OR III LIQUIDS.

Section 5705.2.4 of the California Fire Code is revised to read:

Sec. 5705.2.4 Transferring Class I, II or III liquids. Class I or II liquids or Class III liquids that are heated up to or above their flash points shall be transferred by one of the following methods:

1. From safety cans complying with UL 30.

2. Through an approved closed piping system.

3. From containers or tanks by an approved pump taking suction through an opening in the top of the container or tank.

4. Approved engineered liquid transfer system.
Exception: Liquids in containers not exceeding a 5.3-gallon (20 L) capacity.

SEC. 5706.2.5.2 TANKS FOR GRAVITY DISCHARGE.

Section 5706.2.5.2.1 of the California Fire Code is added to read:

Sec. 5706.2.5.2.1 Limitations on tanks for gravity discharge. Gravity dispensing of Class I or II liquids or Class III liquids that are heated up to or above their flash points is prohibited. Dispensing devices for flammable and combustible liquids shall be of an approved type. Approved pumps taking suction from the top of the tank shall be used. Flammable or combustible liquids shall not be dispensed by a device that operates through pressure within a storage tank. Air or oxygen shall not be used to pressurize an aboveground tank.

SEC. 5706.2.8.2 PROHIBITION ON USE OF TANK VEHICLE.

Section 5706.2.8.2 is added to the California Fire Code to read:

Sec. 5706.2.8.2. Tank vehicle as a substitute for permanent tank prohibited. The use of a tank vehicle in a stationary manner as a substitute for an approved above-ground or below-ground fuel tank is prohibited.

SEC. 6107.5. SAFETY PRECAUTIONS AND DEVICES-SECURING LPG TANKS.

Section 6107.5 is added to the California Fire Code to read:

Sec. 6107.5 Securing LPG tanks. When required by the FAHJ, LPG tanks shall be secured to prevent the tank from rolling or moving.

SEC. 8001. REFERENCED STANDARDS.

Section 8001 is added to the California Fire Code to read:

Sec. 8001. Referenced standard NFPA 13D. Referenced sections as follows:

Revise 5.1.1.2 to read as follows:

5.1.1.2 Spare sprinkler heads. Spare fire sprinkler heads (one of each type or as approved by the FAHJ) wrench, inspectors test key, operation and maintenance instructions shall be provided in the vicinity of the riser.
Add a new 7.1.5 to read as follows:

7.1.5 Pressure-reducing valve. If maximum static pressure from the water supply exceeds 130 psi, a pressure-reducing valve acceptable to the FAHJ shall be installed before the system riser. If pressure reducing valves are installed a pressure relief valve shall be installed and set at 175psi. When such valves are installed submittal documents must include manufacturer information sheets along with charts showing the dimensions (size) and flow characteristics inlet and outlet pressures at various flows for the type of valve being installed, and the valve shall be included in the design calculations.

Add a new 7.3.3 to read as follows:

7.3.4 Pressure gauge. An approved 300 psi pressure gauge shall be permanently installed at the riser.

Revise 7.6 to read as follows:

7.6 Alarms. A water flow switch shall be provided and located on the sprinkler riser above the check valve and main drain and shall actuate an audible fire alarm signal bell and may be required to be interconnected to the interior smoke alarms. The water flow switch shall be a retarding type with a delay between 15-60 seconds before activation of the signal bell. Alarm bell shall have a minimum diameter of 8 inches and be mounted on the exterior in the vicinity of the master bedroom. The alarm bell shall be clearly audible in all bedrooms with intervening doors closed.

Revise 8.3.2 to read as follows:

8.3.2 Sprinklers are not required in bathrooms where the area does not exceed 55 sq. ft. unless there is door exiting directly to the outside, and the walls and ceilings including behind fixtures, are of noncombustible or limited combustible materials providing a fifteen-minute thermal barrier.

Revise 8.3.4 to read as follows:

8.3.4. Sprinklers may be omitted from carports and open attached porches. However, attached garages shall be protected with intermediate temperature rated sprinklers. Sprinkler heads in garages shall be protected against mechanical damage by approved guards, unless recessed heads are provided. Garage doors may be disregarded in the layout of the fire sprinkler system.
Revise 8.3.5.1.1 to read as follows:

8.3.5.1.1. Where the fuel-fired equipment is above all of the occupied areas of the dwelling unit, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment.

Add a new 10.2.4.1 to read as follows:

10.2.4.1 3-Head Calculation. When design conditions exceed the allowances of sec. 10.2, a 3-head calculation may be required by the FAHJ.

Add a new 10.2.5 to read as follows:

10.2.5 Pressure Cushion. The system shall be designed 10% below available water source pressure during peak usage.

Revise 11.2.1.1 to read as follows:

11.2.1.1 Hydrostatic Tests. Where a fire department connection is not provided, the system shall be hydrostatically tested at 200 psi.

Revised 12.3.6 to read as follows:

12.3.6 Inactive Systems. When sprinkler systems are shut-off or otherwise inoperative for periods greater than 48 hours for repair of service, the FAHJ must be notified immediately.

SEC. APP.B103.3. AREAS WITHOUT WATER SUPPLY SYSTEMS.

Appendix B, section B103.3 of the California Fire Code is revised to read:

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural areas and suburban areas in which adequate and reliable water supplies do not exist, the fire code official is authorized to utilize NFPA 1142 or the standard published by the Insurance Services Office document entitled "Guide for Determination of Required Fire Flow."

Sec. 4902.2 Declaration: The legislative body shall declare the Wildland Interface Areas within the jurisdiction. The Wildland Urban Interface Areas shall be based on the findings of fact. The Wildland Urban Interface Area boundary shall be any geographic area mapped or otherwise identified by the State or local jurisdiction as a High Hazard, or Very High Fire Severity Zone, or as set forth by the (insert fire district name). When the type and condition of vegetation, topography, weather, and structure density, which
potentially increases the probability of vegetation conflagration, exists, such area shall be considered a Very High Fire Severity Zone.

SEC. APP.H100 REPORTING FORMS

Appendix H, sec. H100 is added to the California Fire Code to read:

SECTION H100
REPORTING FORMS

H100.1 Reporting forms. Hazardous Materials reporting forms currently adopted by San Diego County Department of Environmental Health Hazardous Materials Management Unit which cover the same areas as forms contained in this Appendix are adopted by reference and take precedence over this Appendix.
RMWD Legislative Code Section 5.04.030  Geographical Limits.

The geographic limits referred to in certain sections of the 2019 California Fire Code are established as follows:

(a) **Sec. 5704.2.9.6.1.** The geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited is hereby established as the jurisdictional limits of the Ramona Municipal Water District.

**Exceptions:**
1. In areas zoned for mixed, general or high impact industrial uses.
2. Crankcase draining may be stored in specially constructed above-ground storage tanks, approved by the fire code official, with a maximum capacity of 550 gallons. These tanks may be located within a building when the fire code official deems appropriate and the container meets U.L. Standard 2085. Containers shall be installed and used in accordance with their listing and provisions shall be made for leak and spill containment. In no case shall storage be allowed on residential or institutional property.
3. With the fire code official’s approval, Class I and II liquids may be stored above ground outside of buildings in specially designed, approved and listed containers which have features incorporated into their design which mitigate concerns for exposure to heat, ignition sources and mechanical damage. Containers shall be installed and used in accordance with their listing, and provisions shall be made for leak and spill containment. The fire code official may disapprove the installation of these containers when in his or her opinion their use presents a risk to life or property.

(b) **Sec. 5706.2.4.4.** The geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited is hereby established as the jurisdictional limits of the Ramona Municipal Water District.

**Exceptions:**
1. In areas zoned for other than residential uses, when approved by the FAHJ.
2. Crankcase draining may be stored in specially constructed above-ground storage tanks, approved by the fire code official, with a maximum capacity of 550 gallons. These tanks may be located within a building when the fire code official deems appropriate and the container meets U.L. Standard 2085. Containers shall be installed and used in accordance with their listing, and provisions shall be made for leak and spill containment. In no case shall storage be allowed in residential or institutional property.
3. With the fire code official’s approval, Class I and II liquids may be stored above ground in specially designed, approved and listed containers which meet U.L.
Standard 2085. Containers shall be installed and used in accordance with their listing, and provisions shall be made for leak and spill containment. The fire code official may disapprove the installation of such containers when in his opinion their use presents a risk to life or property.

(c) **Sec. 5806.2.** The geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established as the jurisdictional limits of the Ramona Municipal Water District, except for areas zoned for mixed, general or high impact industrial uses.

(d) **Sec. 6104.2.** The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as the jurisdictional limits of the Ramona Municipal Water District, except for areas zoned for mixed, general or high impact industrial uses.

**Exception:** Bulk tanks with a maximum aggregate capacity of 30,000 gallons water capacity for above-ground storage of underground distribution to residential areas, where the storage and distribution meets Fire Code requirements as determined by the FAHJ.
RE: DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE 19-460 AMENDING THE DISTRICT’S LEGISLATIVE CODE CHAPTER 7.88 TO IMPLEMENT THE REQUIREMENTS OF SENATE BILL 998 AND CHAPTER 7.84 REGARDING WATER RESERVE LEVELS

Members of the Board:

Purpose
To adopt an Ordinance amending the District’s Legislative Code to implement the requirements of Senate Bill 998 and to meet ongoing District needs and evolving conditions.

Background
Senate Bill 998
The State of California passed Senate Bill 998 (SB998), known as the “Water Shutoff Protection Act” in September 2018. In short, SB998 requires public water purveyors that serve residential customers provide certain notices and options to residential customers prior to shutting off water services due to lack of payment on accounts that are over 60-days delinquent. There are various other provisions in SB998, with most of these being minor and/or already a standard practice for the District.

In order to implement the provisions of SB998, the District must make changes to its Legislative Code Chapter 7.88 – “Billing and Collection Procedures Generally”.

Water Reserves
Water Fund reserve targets are specified in Legislative Code Chapter 7.84 – “Water and Sewer Rates and Charges”. The noted reserves were most recently established or revised in 2002, and the economics have changed for water purveyors significantly since that time. Recommended revisions are being proposed to update existing reserve levels called out in the Legislative Code Chapter 7.84 that match the 2019 Raftelis Financial Consultants (RFC) recommended levels that the Board adopted as part of the comprehensive rate adjustments in summer 2019. Other minor administrative updates are also being proposed.
Discussion
SB998
There are numerous mandates included in SB998 that must be implemented by residential urban water supplier by either February 1, 2020 or April 1, 2020, depending on the type of water purveyor. The District is mandated to comply by the February 1, 2020 date, and is proposing revisions to the affected Legislative Code provisions be effective January 1, 2020 to meet this mandate.

Of the provisions in SB998, the main requirements include: allowing a residential customer to be at least 60-days delinquent on their water bill before terminating service; notice given prior to termination of water service; proving a formal bill appeal process; offering alternative payment arrangements for customers; and not terminating service for customers that have medical conditions that would be gravely impacted by a lack of public water service. For this last provision, a customer must demonstrate they are financially unable to pay their water bill under the normal billing timelines and be willing to and enter into an approved alternative payment arrangement. Lastly, the District will need to make available the policy for water billing practices, which is Legislative Code Chapter 7.88, in various languages. Copies of this policy will be translated into the required languages upon approval by the Board.

The proposed revisions to the Legislative Code meet the requirements of SB998, which the District will be following once these revisions are put into practice. To show how these updates will affect various timelines for water billings on customers, the below chart shows those differences with a hypothetical billing timeline that follows proposed timing considerations.

- Bills are read and mailed = no changes
- Due date = 20 days earlier (no fees applied until the penalty noted below)
- Have late penalty applied and secondary notice mailed (10% of bill amount) = no changes
- Customer is called to remind bill is due and termination of services is upcoming if the bill is not paid ($5 fee) = additional 14-days
- Customer’s property is tagged to remind bill is due and termination of services is upcoming if the bill is not paid ($10 fee) = additional 14-days
- Meter is locked = additional 20-days
Water Reserves

Due to evolving conditions and time passed since last review, staff are recommending revision to reserve levels called out in the District’s Legislative Code Chapter 7.84. These evolving conditions since 2002, when the District last updated reserve language, include: significant droughts; increased costs for purchasing water and energy to serve customer demands; additional legislative requirements; and associated guidance from professional entities to meet best practices, such as the American Water Works Association (AWWA), International City and County Managers (ICMA), and the Government Finance Officers Association (GFOA).

In consideration of these evolving conditions, professional third-party rate specialists in California are recommending reserve levels at revised levels compared to the early 2000s. To that end the District contracted with an independent consulting firm (RFC) to review and make recommendations on the District’s water rate and fee structure. This review was completed in 2019 for Board consideration at this July 9, 2019 noticed public hearing and included a comprehensive report (RFC 2019 Report). As part of the RFC 2019 Report and analysis, updated reserve levels were recommended and discussed in detail with the Board. These recommendations included both minimum and target reserve levels that meet best practices and help preserve the financial viability of water operations going forward.

Recommended revisions are being proposed to update existing reserve levels called out in the Legislative Code Chapter 7.84 that match the RFC 2019 Report minimum and target levels that the Board adopted as part of the comprehensive rate adjustments in summer 2019. These levels are memorialized in the attached recommended revisions, and include new sections relating to capital projects funds (7.84.060) and debt service funds (7.84.070).

It should be noted that existing fund levels are adequate in each relevant fund to meet the intent of the proposed revisions to this Legislative Code section.
Fiscal Impact
No fiscal impact is associated with this agenda item.

Recommendation
Staff respectfully recommends that the Board adopt Ordinance 19-460 amending the District’s Legislative Code sections relating to water billing procedures and water reserve levels.

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

ATTACHMENTS:
Attachment 1 Ordinance 19-460 Revising District’s Legislative Code
ORDINANCE NO. 19-460

AN ORDINANCE OF THE BOARD OF DIRECTORS OF RAMONA MUNICIPAL WATER DISTRICT MODIFYING THE DISTRICT’S WATER BILLING PROCEDURES AND WATER RESERVE RATES EFFECTIVE JANUARY 1, 2020

WHEREAS, the Ramona Municipal Water District (“District”) is organized and operates pursuant to the California Municipal Water District Law of 1911, commencing with Section 71000 of the California Water Code, and has the authority to establish water related rates in accordance therewith; and

WHEREAS, the District is the water purveyor within its service area; and

WHEREAS, in September 2018, the State of California passed Senate Bill 998 (SB998), known commonly as the “Water Shutoff Protection Act; and

WHEREAS, SB998 requires operators of public water systems provide certain processes for residential customers, including an appeal process, opportunity for alternative payment arrangements, and not shutting of water until an account is at least 60-days delinquent; and

WHEREAS, the District currently has practices in place that comply with the majority of SB998 requirements; and

WHEREAS, in order to implement all requirements of SB998, it is necessary for the District to amend its Legislative Code Chapter 7.88 “Billing and Collection Procedures Generally” as shown in Exhibit A; and

WHEREAS, the Board of Directors of the District has been presented with and discussed in detail the 2019 report from Raftelis Financial Consultants, reviewing the estimated reasonable costs of providing water services and the revenue sources available to cover the costs of providing such water services which include proposed adjustments to water rates, fees, and minimum and target reserve levels; and

WHEREAS, District staff has reviewed the past and present District engineering department’s analysis of industry and District data as well as the methodology and projections used by Raftelis Financial Consultants in the 2019 study, and agrees with the recommendations for the proposed water rates, fees, and minimum and target reserve levels; and

WHEREAS, the District desires to update the minimum and target reserve levels as noted in its legislative Code Chapter 7.84 “Water and Sewer Rates and Charges”, as shown in Exhibit B.

NOW, THEREFORE, be it ordained by the Board of Directors of Ramona Municipal Water District as follows:
Section 1. The matters set forth in the recitals to this Ordinance are true and correct statements and are incorporated herein as findings.

Section 2. The modification of the water utility billing practices and water fund reserve recommendations are not subject to the California Environmental Quality Act.

Section 3. The modification of water fund reserve fund recommended levels is not altering water rates, fees or chargers and is not subject to the provisions of Proposition 218.

Section 4. Chapters 7.88 and 7.84 of the Ramona Municipal Water District Legislative Code are hereby amended as set forth in Exhibits A and B.

Section 4. This Ordinance supersedes any ordinance, resolution, policy, or part thereof, previously adopted, to the extent such ordinance, resolution, or policy conflicts with this Ordinance.

Section 5. If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Board declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion of this Ordinance.

Section 6. The amendments to the Legislative Code shown in Exhibits A and B shall become effective on January 1, 2020.

[Remainder of page intentionally blank]
PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Ramona Municipal Water District held December 10, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

_____________________________
Bryan Wadlington
Secretary, Board of Directors
Ramona Municipal Water District
EXHIBIT “A”

Chapter 7.88
BILLING AND COLLECTION PROCEDURES GENERALLY

Contents:

Section 7.88.010 Normal Billing Procedure.
Section 7.88.020 Billing for Undocumented Sewer Connections.
Section 7.88.022 Billing Existing Sewer Connections with Changes in Use Only.
Section 7.88.030 Vacation Water Billing Procedure.
Section 7.88.040 Termination Notification.
Section 7.88.050 Turnoff Procedure.
Section 7.88.060 Reinstatement Requirements.
Section 7.88.070 Deposits from Delinquent Accounts.
Section 7.88.080 Procedures for Billing Tenants.
Section 7.88.090 Liening Property for Delinquent Charges.
Section 7.88.100 Notification of Landlords Required When Meter Locked.
Section 7.88.110 General Manager Authority.
Section 7.88.120 Waiving of Fees.
Section 7.88.130 Deferred Payment Arrangements.
Section 7.88.150 Words Added to Water Billing.
Section 7.88.170 Policy on Discontinuation of Water Service.
Section 7.88.190 Appeals.

Section 7.88.010 Normal Billing Procedure.

A. Each account shall be billed on a monthly or bimonthly schedule depending on routes and service locations and type of use.

B. Large agricultural customers are subject to special billing procedures adopted by this District in Chapter 7.92.

C. Bills shall be mailed within three-five working days of the date meters are read for the route.

D. Bills will carry a due date of twenty days following the statement date upon receipt.

E. Accounts not paid by the twenty-third day from the due date shall be considered delinquent.

F. Delinquent accounts shall have a late payment charge of ten percent added and a termination notice will be mailed within three days of the account becoming delinquent giving a termination date of fifteen thirty-eight at least sixty (60) days from the billing due date, and which notice will be mailed at least seven (7) business days from the prior to termination notice date of the water service. In the case of a landlord/tenant relationship, note the procedures for tenants, Section 7.88.080.
At least fifteen days before the termination date, the District shall also make every good faith effort to inform residential occupants when the account is in arrears that service will be terminated by sending copies of the termination notice to the actual users of the water service, where residential water service is furnished through a master meter, or where the District furnishes individually metered residential water service to a multiunit residential structure, mobile home park or farm labor camp, and the owner, manager, or farm labor employer is listed by the District as the customer of record of the service. In such cases, the termination notice shall further inform the actual users of the service that they have the right to become customers of the District without being required to pay the amount due on the delinquent account. Actual users who desire to become customers of the District must meet requirements of the District's rules and tariffs and agree to the terms and conditions of service, as set forth in Government Code Section 60371.

The District shall make a twenty-five dollar ($25) charge to a customer's account each time payments are made by checks which are returned by the bank due to insufficient funds for any reason.

Section 7.88.020 Billing for Undocumented Sewer Connections.

The following policy is adopted to address undocumented sewer connections. An undocumented sewer connection is a parcel connected to the sewage system for which there is no record of the owner paying the connection fee, the sewer service charge and/or other applicable fees and charges.

A. Sewer service charges shall be charged to a property owner who has been served by an undocumented sewer connection for that owner's period of occupancy, but not to exceed three years. Applicable sewer service charges shall be those in effect during the owner's period of occupancy. However, prior year(s) service charges shall only be charged if the undocumented sewer connection(s) is the result of an undocumented building addition. Future sewer service charges will be in conformance with Sections 7.52.040 or 7.54.040.

B. Sewer connection fees will be charged to a property owner with undocumented sewer connections. The owner shall execute an application for sewer service and pay all fees and charges in accordance with Section 7.52.030 or 7.54.030.

C. If a property owner does not execute an application for sewer service, the District shall bill the property owner with a description of the charges. The bill is due and payable thirty (30) days from the billing date. During this thirty (30) day period, the property owner may make payment in full or present proof of prior payment of the connection fees and the sewer service charges.

D. After thirty (30) days, the bill becomes due and payable. Prior to ninety (90) days after the billing date, the property owner has the following payment options:

1. Pay the entire bill; or
2. Make installment payments by an interest bearing promissory note to be secured by a deed of trust or other form of lien agreement to be recorded against the property for the maximum period specified in the following table. The interest rate shall be at the Federal Funds Rate, at the time the note is executed, plus three percentage points. The installment payment plans shall be as follows:

a. District may allow up to 12 monthly installments for one to three increased EDUs from the existing use to the proposed use.

b. District may allow up to 24 monthly installments for more than three increased EDUs from the existing use to the proposed use.

E. In the event of nonpayment after ninety (90) days from the billing date, or nonpayment of the installments, in addition to any other remedies, the District may assess a late penalty, terminate services, and/or file a tax lien against the property pursuant to the provisions of this Chapter.

Section 7.88.022 Billing Existing Sewer Connections with Changes in Use Only.

The following policy is adopted to address existing sewer connections that are assessed additional sewer fees resulting from changes in property use only. An existing sewer connection is a parcel connected to the sewage system for which the District has records of the owner, or past owners, previously paying connection fees, sewer service charges and/or other applicable fees and charges for the subject parcel.

A. Sewer service charges shall be charged to a property owner who has been served by an existing sewer connection. When a change in property use is proposed, the property owner shall make application to the District for reassessment of new sewer service charges based on the new property use in conformance with Sections 7.52.040 and/or 7.54.040, as appropriate.

B. Sewer connection fees shall be charged to a property owner with existing sewer connections. When a change of property use is proposed, the property owner shall execute an application for sewer service and pay all fees and charges in accordance with Section 7.52.030 or 7.54.030.

C. If a property owner does not execute an application for sewer service for a proposed change in property use, the District will bill the property owner for the difference between the existing property use and the proposed property use, based on the changed property use. The bill is due and payable thirty (30) days from the billing date.

D. At the time an application for sewer services for proposed change in property use is submitted to the District, the property owner shall pay a prorated sewer service charge equal to the amount due from the date of the executed application to the end of the fiscal year for the difference between existing EDUs and the newly
calculated EDUs. Future sewer service charges will be billed under the normal billing cycle.

E. Prior to ninety (90) days after the billing date, the property owner has the following payment options:

1. Pay the entire bill; or

2. Make installment payments by an interest bearing promissory note to be secured by a deed of trust or other form of lien agreement to be recorded against the property for the maximum period specified as follows in this section. The interest rate shall be at the Federal Funds Rate, at the time the note is executed, plus three percentage points. The installment payment plans shall be as follows:

   a. The District may allow up to 12 monthly installments for one to three increased EDUs from the existing use to the proposed use.

   b. The District may allow up to 24 monthly installments for more than three increased EDUs from the existing use to the proposed use.

F. In the event of nonpayment after ninety (90) days from the billing date, or nonpayment of the installments, in addition to any other remedies, the District may assess a late penalty, terminate services, and/or file a tax lien against the property pursuant to the provisions of this Chapter.

Section 7.88.030 Vacation Water Billing Procedure.

Water customers who plan to be on vacation for a week or more may request to find out their balance due on their upcoming water bill through the customer service/billing department by telephone or in person. At that time their next regular billing will be estimated. Payment of the estimated amount should be made in advance by the customer in order to avoid any penalty charges or the locking of their meter. Once the customer has paid the bill their account will be marked "Vacation mm/dd/yr" and no penalty or lock up will be attached to the account for that billing cycle.

A water customer may request their meter be locked. There is no charge for this service which includes the labor to lock the meter, as well as a check and unlock when requested. This request is to be made in writing to the customer service/billing department by the owner of the property.

The water systems charge will continue to be billed every billing cycle.

Section 7.88.040 Termination Notification.

A. Any account which remains unpaid after the termination date will be subject to turnoff.
B. Any account which has not made payment as agreed upon through an approved amortized payment plan for a 60-day period will be subject to turnoff.

C. At least forty-eight hours five business days before actual shutoff, the District will make a reasonable, good faith effort to contact an adult person responsible for the delinquent account by telephone. If an adult person responsible for the delinquent account cannot be reached by telephone, or if service is being discontinued under Section 7.88.040(B), the District will, at least five business days before actual shutoff, post a final notice of intent to discontinue service in a prominent and conspicuous location at the property receiving water services make a reasonable, good faith effort to contact an adult person responsible for the delinquent accounts by telephone or in person.

D. If written notice to discontinue service was returned by mail as undeliverable and an adult person responsible for the delinquent account or occupying the residence cannot be reached by telephone, the District will post a notice of imminent discontinuation of service that includes a copy of the District’s policy for discontinuation of residential service for nonpayment.

E. In the event of a property owner becoming delinquent in paying on a water account occupied by a separate residential tenant occupant on a subject account, the District will provide written notice to tenant occupants at least ten days prior to termination. The notice will include information on how residential tenant occupants can become customers, to whom the service will then be billed, without the requirement to pay any amount which may be due on the delinquent account upon verification that the delinquent account customer of record is or was the landlord, manager or agent of the dwelling. In the event of a tenant becoming a customer, all past due amounts including penalties and other charges incurred while the account was under the landlord will remain due and payable by the landlord of record until the entire debt amount has been collected.

Section 7.88.050 Turnoff Procedure.

A. At least five (5) business days before the time service is discontinued, a notice will be posted at the meter(s) or property in a prominent and conspicuous location advising of the District's action. The notice shall contain the account number(s), the amount(s) due, and the address where payments will be accepted.

B. The District will not terminate residential water service for nonpayment of a delinquent account in any of the following situations:

1. Where the District has failed to give the termination notice specified in Section 7.88.040 and this section;

2. During the pendency of an investigation by the District of a customer dispute or complaint, or an appeal of the water bill by filed by an adult at the residence;
3. When a customer has been granted an extension of the period for payment of a bill, and the extension has not expired;

4. If all the following conditions are met:
   a. The customer submits certification from a primary care provider as that term is defined in California Welfare and Institutions Code section 14088(b)(1)(A) (or its successor) that discontinuation of residential service will be life threatening to or pose a serious threat to the health and safety of a resident of the premises where service is provided to do so will be life threatening to the customer, and
   b. the customer demonstrates that he or she is financially unable to pay for service within the normal payment period as described in California Health and Safety Code Section 11910(a)(2) (or successor code section), and
   c. the customer is willing to enter into an agreement with the District to amortize, over a period not to exceed twelve months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal period for payment;

5. On any Saturday, Sunday, legal holiday or at any time during which the business of the District offices are not open to the public.

6. Where termination would violate the law.

Section 7.88.060 Reinstatement Requirements.

A customer may restore service by:

A. Payment of all charges, including a reinstatement fee and a deposit will be required for reinstatement of service.

B. Payment of a reinstatement fee which shall be fifty dollars per meter(s).

C. For a residential customer who demonstrates that their household income is below 200 percent of the federal poverty line within the meaning of California Health and Safety Code section 116914, the reconnection fee shall not exceed the actual cost of reconnection if it is less and the District will waive interest charges on delinquent bills once every 12 months.
Section 7.88.070  Deposits from Delinquent Accounts.

A. Each account which has become delinquent is subject to deposit requirements.

B. The deposit will be the equivalent of the highest monthly or bimonthly billing cycle in the previous twelve months at the current billing rate, not to be less than seventy-five one hundred dollars.

C. The deposits collected under this section are refundable after a payment record has been established for a period of twelve months with no record of late payments, shutoff notices or returned checks.

D. No interest will be paid on the deposit. The deposit will not be considered an advance payment, and the customer will be subject to compliance with the normal payment rules described in this policy.

E. If an account is closed, the deposit will be returned less any sums owed the District.

Section 7.88.080  Procedures for Billing Tenants.

A. A property owner may allow a tenant to receive a bill for service by executing an "owner authorization for billing." Execution of the authorization does not exempt the property owner from their responsibility for the charges, but only authorizes bills to be sent to a designated party other than the property owner.

B. All owners of property having an owner authorization on file will be notified by mail within three business days when accounts become delinquent and remain delinquent for twenty days. The District may close a tenant account and require a property owner to open an account for a tenant with a history of delinquency in accordance with Section 7.88.100.

C. All tenants will be required to pay a deposit of one hundred dollars. No interest will be paid on the deposit. The deposit will not be considered an advance payment, and the customer will be subject to compliance with the normal payment rules described in this policy. When the tenant closes the account, the deposit will be returned less any sums owed to the District.

Section 7.88.090  Liening Property for Delinquent Charges.

A. Whenever charges for water or other services remain delinquent and unpaid for sixty days or more as of July 1st of any year, the District shall notify the holder of title to the property, by certified mail that the delinquent and unpaid charges may become a lien on the property pursuant to Water Code Section 72100.
B. A list of all properties having delinquent charges unpaid for sixty days or more on July 1st of any year shall be provided to the board of directors at the second regular board meeting of July with recommendations as to whether tax liens should be filed for each account.

C. Any delinquencies receiving board authority for tax lien shall be supplied to the county, on or before August 10th, for placement on the tax rolls in accordance with the county’s fixed charge special assessment schedule.

D. In addition to the procedures outlined above, the District may, in its discretion, at any time, secure the amount of any unpaid charges for water or other services by recording with the county recorder a certificate specifying the amount of such charges and the name and address of the person liable therefore, pursuant to Water Code Section 72102. Recording this certificate creates a lien upon all real property in the county owned by the person, and has the force, priority and effect of a judgment lien.

E. Tax lien amounts which have been transferred to the tax rolls as described in subsection C of this section will be removed from utility bills.

Section 7.88.100 Notification of Landlords Required When Meter Locked.

All accounts which are recorded as tenant accounts will have the landlords notified of tenant delinquencies when a meter is locked for nonpayment. If at any time a tenant account becomes delinquent, the District may close the tenant’s account and may require the property owner to open an account in lieu of the tenant.

Section 7.88.110 General Manager Authority.

A. The general manager is authorized to negotiate and compromise customer claims and accounts receivable of the District and to direct the writing off of such items in order to adjust District accounts upon making a determination that the compromise achieves a public purpose consisting of relinquishment of a legitimate claim against the District, provided that all items in excess of one thousand dollars shall be subject to approval by the board of directors. The general manager will notify the board of directors in writing of any amounts compromised under the general manager’s authority. Nothing in this section is intended to prevent a customer or the general manager from appealing the claim to the board.

B. The general manager or his/her designee is authorized to initiate an action for the collection of delinquent accounts in small claims court in the Superior Court of California, County of San Diego. This collection option is in addition to any other remedies provided in this Chapter.
C. The General Manager, or his/her designee, is authorized to execute applications for increased EDUs and associated payment plans.

Section 7.88.120 Waiving of Fees.

A. Consideration is limited to:

   1. Late Charges. A customer will have a late charge waived upon request if he/she has had no late charges over the preceding two years and has not been granted such a waiver within the two-year period preceding the date of the late bill.

   2. Reinstatement Fee. A customer may have the reinstatement fee waived, at the sole discretion of the General Manager, or his or her designee, once every two years.

   3. Fees, interest and charges required to be waived pursuant to state law.

B. A customer may appeal the denial of a waiver by the staff to the board of directors.

Section 7.88.130 Deferred Payment Arrangements.

A residential customer who has made a request, within thirteen (13) days of mailing of the notice of termination required by Section 7.88.010, for extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period of payment shall be given the opportunity for review of the request by the General Manager of the District. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance over a reasonable period of time, not to exceed 12 months. The Board of Directors establishes the following policy and charges relating to extension arrangements for accounts with the District:

A. The account must have the property ownership in the name of the person requesting the extension and/or authorization by the owner to bill the person requesting the extension.

B. On any account where a tenant is responsible for the payment of the account, the owner must be notified of the existence of an arrangement to extend the period of payment.

C. Accounts that have been locked for nonpayment within the last year will not qualify for extension without certification of a medical emergency or extreme hardship or except as otherwise required by law.

D. Accounts that have had a check returned because of non-sufficient funds within the last year will not qualify without certification of a medical emergency or extreme hardship or except as otherwise required by law.
emergency or extreme hardship meet the requirements under Section 7.88.050(B)(4).

E. An extreme hardship shall be documented in writing, signed by the customer claiming hardship, and reviewed and signed by reviewing staff. Confirmation of the conditions described in California Health and Safety Code Section 11910(a)(1) and (2) shall be deemed an extreme hardship. Other unusual and extreme circumstances may be considered for alternative payment arrangements and requires approval by the Chief Financial Officer.

F. The agreement shall be subject to an administrative fee of $15.00 to account for the estimated reasonable cost of administration of the agreement.

G. The existence of a payment arrangement will not affect the payment of future billings and associated penalties. All future billings during the term of the agreement are to be paid as stated on the billing statement.

H. A customer may have only one alternative payment arrangement in effect at a time.

I. Payment arrangements will not be made after forty-eight-hour the final five (5) day notice of intent to discontinue service.

J. Forty-eight At least five (5) business days' notice will be given should the terms of the amortization agreement not be met by the person signing the arrangement or should such person fail to pay current residential service charges for sixty (60) days or more and service may then be discontinued according to the District's stated procedures for lock-up of service for nonpayment.

**Section 7.88.150 Words Added to Water Billing.**

No words shall be added to water bills or on a paper stuffed in the envelope with water bills that deal with a subject not connected with RMWD's water business without prior approval by the Board of Directors.

**Section 7.88.170 Policy on Discontinuation of Water Service.**

A. Chapter 7.88 of the Legislative Code shall constitute the District's written policy on discontinuation of residential service for nonpayment and will be posted on the District's website in those languages required by California Health and Safety Code Section 116906(a) (or its successor). This policy will be provided to any customer in writing, upon request in writing.

B. Any customer may contact District staff by telephone at the customer service phone number posted on the Ramona Municipal Water District's website (760-788-2200) to discuss options for averting discontinuation of residential service for nonpayment.
C. Staff will report the number of annual discontinuations of residential service for inability to the Board, who shall require it be posted on the District's website.

D. The District may, but is not required to, follow any or all of the procedures set forth in its policy on discontinuation of residential service for nonpayment where the termination of service is due to an unauthorized action of a customer.

Section 7.88.190 Appeals.

Any customer may contest or appeal a bill by following the procedures identified in Legislative Code Section 7.04.100 “Appeal Procedure”.
Chapter 7.84
WATER AND SEWER RATES AND CHARGES

Contents:

Section 7.84.010 Water Rate Fees: CEQA Exemption.
Section 7.84.020 Adoption of Rates and Charges.
Section 7.84.030 After Hours Call-Out Fee.
Section 7.84.040 Reserve Fund for Rate Stabilization.
Section 7.84.050 960-Day Operating Fund.
Section 7.84.060 Capital Projects Funds.

Section 7.84.070 Debt Reserve Fund(s).

Section 7.84.010 Water Rate Fees: CEQA Exemption.

In accordance with the California Environmental Quality Act Guidelines, Section 15061, the board of directors finds and determines that the water rate fees and meter fees established by this resolution are exempt from CEQA for the following reasons:

A. The water rates, water meter charges and sewer service rates are not a "project" as defined by Guidelines Section 15378.

B. The project is exempt in accordance with Guidelines Sections 15273(1), 15273(3), and 15274(4).

C. The activity will not have any significant effect upon the environment pursuant to Guidelines Section 15061(b) (3).

Section 7.84.020 Adoption of Rates and Charges.

A. The Board of Directors of the District adopts the water rates, the water meter fees and the sewer service rates most recently approved by the Board and incorporated herein by reference as the water rates, meter charges and sewer service rates of the District. The current rates are periodically updated as approved by the Board of Directors and are available at the District administrative offices by request and are maintained by the Chief Financial Officer—Services Director.

B. The General Manager, or his or her designee, is authorized to increase Water Rates imposed on the District customers by passing through increases in the rates and charges
which the San Diego County Water Authority (SDCWA) charges the District for the commodity costs of wholesale water and other SDCWA charges pursuant to the most recently approved Ordinance setting Water Rates by the Board and incorporated herein by reference. The General Manager, or his or her designee, is further authorized to increase Water Rates imposed on the District customers by passing through increases in the rates and charges which San Diego Gas & Electric (SDG&E) charges the District for pumping and other facilities the District must utilize in providing water service pursuant to the most recently approved Ordinance setting Water Rates by the Board and incorporated herein by reference. Prior to implementing a pass through increase, the District shall provide written notice of the increase not less than 30 days prior to the effective date of the increase.

Section 7.84.030 After Hours Call-Out Fee.

Customers shall be charged an After Hours Call Out Fee of $50.00 per service visit to the customer’s property, which will be charged by the District, in the General Manager’s or his or her designee’s discretion, for service calls made outside the District’s normal hours of operation to a customer’s property. The After Hours Call Out Fee will only be assessed by the General Manager for service calls which are determined by the General Manager to have been necessitated due to an issue on the customer’s side of the meter. Customers may file a written appeal of the General Manager’s determination to the Board.

Section 7.84.040 Reserve Fund for Rate Stabilization.

A. The District formally establishes a water fund rate stabilization fund that will not exceed a target of 5% of the projected annual net water sales revenue (water revenues minus cost of water sold) in any given year.

B. The Rate Stabilization Fund is designed to mitigate the need for rate spikes in years of weak water sales by allowing the District to supplement operating revenues with money from this fund.

Section 7.84.050 690-Day Operating Fund.

A. The District formally establishes a Water Fund 690 Day Operating Fund. This fund will be established for a not-to-exceed target of 1860 days of the annual net operating expenses, and not less than 90 days of the annual net operating expenses (total operating expenses less the cost of water and energy cost).

B. The 690 Day Operating Fund is available for emergency repairs of the District’s water system due to unforeseen events.
Section 7.84.060 Capital Projects Funds.

A. The District recognizes the numerous financial advantages afforded by financing capital projects utilizing a cash-on-hand mechanism known as “Pay-as-you-go” (PAYGO), versus more costly debt service methods. In recognition of these advantages, including the water rate suppression effect of utilizing PAYGO financing, the District strives to maintain adequate cash balances in appropriate funds to pay for capital projects without utilizing debt proceeds (to the extent feasible).

B. The District formally establishes Water Capital Projects Funds. These funds will have reserve levels that will be established for a not less than 0.5 years and a target of 1.0 years annual average capital projects costs over the projected following 5-years for (total capital expenses in all water capital project funds).

C. The District’s most recently adopted Water Facilities Plan shall serve as the primary basis for projected 5-year average capital project costs. The District’s annual budget will also be utilized for projecting these annual figures.

Section 7.84.070 Debt Reserve Fund(s).

The District formally establishes an appropriate fund(s) to meet all debt covenant requirements held by the District that include financial obligations of operating the water system.