

**AGENDA**  
**Borrego Water District Board of Directors**  
**Regular Meeting**  
**March 28, 2012, 9:00 a.m.**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

**I. OPENING PROCEDURES**

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Minutes
  - Special meeting of February 14, 2012 (page 3-4)
  - Regular meeting of February 22, 2012 (page 5-7)
- F. Comments from Directors and Requests for Future Agenda Items
- G. Comments from the Public and Requests for Future Agenda Items (comments will be limited to 3 minutes)
- H. Correspondence: (Page 8-11)
  - Letter from: Air Pollution Control District
  - Letter from: JPIA
- I. Staff Reports:
  - A. Financial Reports – February 2012 (page 12-28)
  - B. Manager / Operations Report (page 29-30)
- J. Attorney’s Report

**II. CURRENT BUSINESS MATTERS**

- A. Discussion and possible approval of holding a water conservation contest for the Borrego Springs Unified School District, not to exceed \$350.00
- B. Discussion and possible action regarding approval of Agreement for Consulting Services for David Taussig & Associates. (page 31-46)
- C. Discussion and possible approval of Bending Elbow Drive pipeline construction project
- D. Discussion of possible approval of Resolution 2012-03-01 Authorizing an Amendment to the Contract between the Board of Administration California Public Employees’ Retirement System and the Board of Directors Borrego Water District. (page 47-53)
- E. Review of MOU for IRWM with County of San Diego and the Resource Conservation District of Greater San Diego County. (page 54-58)

**III. COMMITTEE REPORTS & PROPOSALS**

**Ad Hoc Committees**

- |                                      |                                |
|--------------------------------------|--------------------------------|
| 1. Audit Committee                   | (M. Brecht, L. Brecht)         |
| 2. Due-Diligence                     | (M. Brecht, L. Brecht)         |
| 3. Strategic Planning Committee/IRWM | (Hart, L. Brecht) (page 59-63) |
| 4. Executive Committee               | (Estep, Hart)                  |
| 5. Operations & Management Committee | (M. Brecht, Delahay) (page 64) |
| 6. Asset Ad Hoc Committee            | (Hart, M. Brecht)              |
| 7. Christmas Circle Committee        | (Estep, Hart)                  |
| 8. Negotiating (Montesoro)           | (Estep, M. Brecht)             |

**IV. STAFF REPORTS**

- A. Water and Wastewater Operations Report – February 2012 (page 65)
- B. Water Production/Use Records – February 2012 (page 66-69)

**V. INFORMATION ITEMS**

**VI. CLOSED SESSION**

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Reference Government Code Section 54956.8:
  - Property: Well 12, easement and water line
  - District Negotiator: Jerry Rolwing
  - Negotiating Parties: Thomas Hays
  - Under Negotiation: Price and terms of payment

**VII. CLOSING PROCEDURE**

**Adjournment until 4:00 PM:** The next meeting of the Board of Directors is scheduled for 4:00 p.m., March 28, 2012 at the Performing Arts Center, 590 Palm Canyon Drive.

The next Special Meeting of the Board of Directors is scheduled for April 17, 2012 at the Borrego Water District  
The next Regular Meeting of the Board of Directors is scheduled for April 25, 2012 at the Borrego Water District.

**Borrego Water District**  
**MINUTES**  
**Special Meeting of the Board of Directors**  
**February 14, 2012**  
**9:00 a.m.**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

**I. OPENING PROCEDURES**

- A. Call to Order: President Hart called the meeting to order at 9:00 a.m.
- B. Pledge of Allegiance: Those present stood for the Pledge of Allegiance.
- C. Roll Call: Directors: Present: President Hart, Vice President Lyle Brecht, Secretary/Treasurer Marshal Brecht, Delahay, Estep  
Staff: Jerry Rolwing, General Manager  
Lisa Foster, McDougal Love Eckis Boehmer & Foley  
Wendy Quinn, Recording Secretary  
Public: Dick Walker Jim Engelke  
Casey Jones, *Borrego Sun* Jane Morley, Borrego Springs Development  
Bill Wright Kimberly Huangfu  
Duane Young Duane Young, Cocopah  
Tom Williamson

D. Approval of Agenda: Director Lyle Brecht requested the addition of Item II.C, Potential Items for Business Meeting. Director Marshal Brecht agreed to consult Kim Pitman as to whether to include discussion of the cash flow report. *MSC: L.Brecht/Estep approving the Agenda as amended.*

E. Comments from Directors and Requests for Future Agenda Items: None

F. Comments from the Public and Requests for Future Agenda Items: Jane Morley requested a review of flood control issues in Borrego Valley, specifically removal of the current freeze on development. President Hart informed her that it was on today's IRWM Agenda. Jerry Rolwing suggested inviting a representative of County Flood Control to the next Board meeting and will contact him. Bill Wright reported on a meeting between local developers and flood engineers. He suggested hiring an advocate to represent Borrego Springs, hopefully funded in part by grant money and assisted by individual contributions. Site Design's estimate for one year is \$50,000. Director Lyle Brecht expressed support for the proposal in concept and agreed to bring it up at the IRWM meeting. Mr. Rolwing explained that the development freeze resulted from changes to FEMA standards and the County's current efforts to amend its regulations in compliance.

**II. CURRENT BUSINESS MATTERS**

A. Discussion of managed basin: Lisa Foster summarized her memo of December 12 regarding Special Act Legislation, water extraction fees and their collection. Issues include regulation of extraction and the ability to collect via the lien process. She felt legislation authorizing imposition of a groundwater extraction fee and the imposition of a lien on property for unpaid charges would be most beneficial to BWD. Obstacles could include winning public support through an election and/or Proposition 218 process and securing a sponsor for the legislation.

Director Lyle Brecht pointed out that our basin's groundwater can be brought into balance either by reducing withdrawals or importing water. We have a choice of doing nothing, studying the issue without taking effective action, or managing the basin. Director Lyle Brecht felt the third option was the only method proven effective in addressing overdrafts. He presented cost and time estimates for establishing a managed basin through legislation, negotiated settlement or adjudication, suggesting that the Board develop a planning strategy working with the IRWM. A draft presentation for the Town Hall

Meeting was distributed, and Director Lyle Brecht hoped to discuss it at the next Board meeting. Director Estep agreed to work with Director Lyle Brecht to develop a draft policy for the Board's consideration.

Director Lyle Brecht asked the other Directors if the Board's objective is to be cash neutral for 2012 (same amount of cash at the beginning and end of the year), and all agreed that it is.

**B. Review of Final Stag Report:** Mr. Rolwing invited the Board's attention to the Final Stag Report in the Board Package. The report, funded by an EPA grant, considered the feasibility of an importation pipeline. The conclusion was that importation was not advisable because of the cost, lack of long-term security and the slim chance of acquiring a partner wanting water storage in Borrego Springs. Director Lyle Brecht requested that instead of stating, "One can conclude from this study . . .," the report be worded, "Based upon the conclusions of the study, one can infer . . . ." He pointed out that detailed economic data were not included to support the assertion that importation was too costly. The Board received the report with Director Lyle Brecht's amendment.

**C. Potential Items for Business Meeting:** Included in the next Agenda will be the draft strategy for pursuing a managed basin and hopefully a presentation from County Flood Control. Director Estep and Ms. Foster requested the name of the County Counsel representative involved in preparation of the water credit MOU.

### **III. CLOSING PROCEDURE**

**Adjournment:** There being no further business, the meeting adjourned at 10:45 a.m. The next Regular Meeting of the Board of Directors is scheduled for February 22, 2012 at the Borrego Water District.

**Borrego Water District**  
**MINUTES**  
**Regular Meeting of the Board of Directors**  
**Wednesday, February 22, 2012**  
**9:00 AM**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

**I. OPENING PROCEDURES**

- A. Call to Order: President Hart called the meeting to order at 9:00 a.m.
- B. Pledge of Allegiance: Those present stood for the Pledge of Allegiance.
- C. Roll Call:     Directors:     Present: President Hart, Vice-President Lyle Brecht,  
Secretary/Treasurer Marshal Brecht, Delahay, Estep
- Staff:             Jerry Rolwing, General Manager  
                          Kim Pitman, Administration Manager  
                          Diana Del Bono, Administrative Assistant  
                          Wendy Quinn, Recording Secretary
- Public:       Casey Jones, *Borrego Sun*         Jim Engelke  
                          Ray Shindler                     Jan Naragon  
                          Kathy Johnston               Richard Orne  
                          Rick Anson                       Jane Morley, Borrego Valley  
                          Dick Walker                     Sara Agahi, County of San Diego  
                          Roger Ries, American Legion   Anthony Barry, County of San Diego  
                          Sylvia Caldwell, BVR

D. Approval of Agenda: *MSC: L.Brecht/M.Brecht approving the Agenda as written.*

E. Approval of Minutes:

Special meeting of January 17, 2012

*MSC: L.Brecht/M.Brecht approving the Minutes of the Special Meeting of January 17, 2012 as amended (in Item II.B, ". . . a 'zero cash use' position in 2012 . . .").*

Regular meeting of January 25, 2012

*MSC: L.Brecht/M.Brecht approving the Minutes of the Regular Meeting of January 25, 2012 as amended (in Item I.I.B, ". . . the County had quitclaimed ~~turned over~~ a parcel of land . . .").*

F. Comments from Directors and Requests for Future Agenda Items: None

G. Comments from the Public and Requests for Future Agenda Items: None

H. Correspondence: Lance Lundberg had e-mailed the District asking to discuss the use of his second set of water credits to facilitate irrigation of the golf course at Montesoro. The matter was referred to the Executive Committee.

I. Staff Reports:

A. Financial Reports – January 2012

Kim Pitman summarized the Financial Reports in the Board package and answered questions. Director Lyle Brecht requested that Board package page 17 be corrected to reference White Nelson Diehl Evans, rather than Diehl, Evans & Co.

**B. Manager/Operations Report**

Jerry Rolwing answered questions regarding his report, which was included in the Board package.

**J. Attorney's Report: None**

**II. CURRENT BUSINESS MATTERS**

**A. Discussion regarding flood control:** Sara Agahi and Anthony Barry from the San Diego County Flood Control District presented slides depicting flood control issues in the Borrego Valley. They explained that because of alluvial fans in the area, the flood risks are unusual and unpredictable. Photos of flood damage were included, particularly from the 2004 flooding in the De Anza area. Because the federal government has amended its flood mitigation requirements, but County must do so to remain in compliance and maintain its eligibility for the national flood insurance program and FEMA assistance. The Flood Control District has retained a consultant to study the conditions and risks, which should be complete in about three months. Until that time, the County may not legally make development determinations or grant waivers or variances.

Discussion followed. Comments from the public included concern that the existing flood mitigation requirements should be evaluated and that public input should be solicited. Ms. Agahi noted that the current situation is not technically a building moratorium, because developers are free to commission their own flood control studies if they prefer not to wait for the County. Mr. Rolwing suggested that design criteria for a fan-wide flood control solution might be included in the flood control component of the IRWM.

**President Hart declared a recess at 10:20 a.m., and the Board reconvened at 10:30 a.m.**

**B. Discussion and possible action on sale of District property:** President Hart reported that the Asset Ad Hoc Committee had revisited the possible sale of District real property or a vehicle to make up for the expected \$50,000 to \$100,000 shortfall at fiscal year end. The most promising option appears to be the sale of 240 acres near Clark Lake. The Anza Borrego Foundation has expressed interest in purchasing the parcel, but the District first needs to give 60 days' notice and make the property available for low income housing or use by the School District. The Committee agreed to continue its investigation, including confirming ABF's continued interest and consulting a biologist or State Park representative concerning the land's potential for bio mitigation.

**C. Discussion and possible action to assign Cross Connection ordinance to Operations and Management Committee:** Mr. Rolwing reported that the District's cross connection (back flow prevention) program was established in 1993 and needs updating. He asked the Operations and Management Committee to review a sample ordinance and make a recommendation to the Board.

**D. Discussion and possible approval of RESOLUTION NO. 2012-02-01 APPROVING A STRATEGY TO WORK WITH ALL STAKEHOLDERS IN THE FUTURE OF THE VALLEY TO RESOLVE THE OVERDRAFT:** Director Lyle Brecht introduced the proposed resolution, which arose from discussions by the Strategic Planning Committee and the Board regarding a managed basin. *MSC: L.Brecht/Estep adopting Resolution 2012-02-01 Approving a Strategy to Work with all Stakeholders in the Future of the Valley to Resolve the Overdraft.*

**III. COMMITTEE REPORTS & PROPOSALS**

**Ad Hoc Committees**

**1. Audit Committee**

The Committee's draft report was included in the Board package. Director Lyle Brecht reported that the Committee recommends that the Operations and Management Committee, beginning with the FY 2013 budget, set a budget line item of approximately \$100,000 each year to serve as a non-restricted reserve to

anticipate the interest and principle payments on the Viking Ranch note when they become due on the fifth anniversary of the second amendment to the Bargain Sale and Donation Agreement.

2. Due-Diligence

Director Lyle Brecht commended Mr. Rolwing on his report regarding emergency funding sources, but explained that the Committee had concluded that there is no compelling evidence that the Board may at this time relax the necessity for the District to aggregate adequate emergency reserves at the earliest possible date.

3. Strategic Planning Committee/IRWM

Director Lyle Brecht reported that the Committee had been working with the IRWM stakeholders to complete the planning grant application. The Committee is also planning for the Town Hall meeting, which is scheduled for March 28 at 4:00 p.m. The next Committee meeting will be February 23 at 9:00 a.m.

4. Executive Committee

No report.

5. Operations & Management Committee

Director Marshal Brecht reported that the Committee was continuing to investigate automated meter readers. The next meeting is scheduled for February 23 at 8:00 a.m.

6. Asset Ad Hoc Committee

This report was covered earlier in the meeting.

7. Christmas Circle Committee

President Hart reported that LAFCO had no experience in creating a funding source. The next plan is to contact Sacramento for information.

8. Negotiating (Montesoro)

Director Marshal Brecht reported he had discussed options for Montesoro golf course with Rick Vesci.

**IV. STAFF REPORTS**

A. Water and Wastewater Operations Report – January 2012:

B. Water Production/Use Records – January 2012:

President Hart invited questions on the staff reports, which were included in the Board package. Mr. Rolwing reported that the maintenance staff is looking into increased water losses in IDs 1 and 4.

**V. INFORMATION ITEMS**

None

**VI. CLOSING PROCEDURE**

Adjournment. There being no further business, the meeting adjourned at 11:10 a.m. The next Special Meeting of the Board of Directors is scheduled for March 20, 2012 at the Borrego Water District. The next Regular Meeting of the Board of Directors is scheduled for March 28, 2012 at the Borrego Water District.



County of San Diego  
AIR POLLUTION CONTROL DISTRICT  
10124 Old Grove Road, San Diego, CA 92131

(858) 586-2600  
FAX (858) 586-2601  
Smoking Vehicle Hotline  
1-800-28-SMOKE  
www.sdapcd.org

February 1, 2012

**ATTENTION: PARENTS OF CHILDREN ATTENDING BORREGO SPRINGS HIGH SCHOOL, BORREGO SPRINGS MIDDLE SCHOOL, PALM CANYON CONTINUATION HIGH SCHOOL AND SANTA ROSA COMMUNITY DAY SCHOOL; NEIGHBORING RESIDENTS & BUSINESSES**

**NOTICE OF INTENT TO AUTHORIZE OPERATION**

In 1989, the California state legislature passed a law, AB 3205, designed to protect schoolchildren from hazardous air contaminants. The law, as currently written, requires the San Diego Air Pollution Control District (APCD) to notify you of all new or modified equipment that emits any toxic air contaminants into the air which will be installed within 1,000 feet of a school site. The law also requires the District to consider any comments before authorizing construction.

This letter is to inform you that an application has been filed with the APCD by the Borrego Water District for Permit to Operate for a 260 horsepower emergency diesel engine located at 2201 Diegueno Drive, Borrego Springs, CA 92004 to power a water pump engine in case of power outages.

The Air Pollution Control District protects the community from harmful air emissions by enforcing local, state and federal air quality regulations in San Diego County. The proposed project has been reviewed by the Air Pollution Control District and is expected to operate in compliance with District rules and regulations.

Written comments concerning the District's proposed action may be submitted for a period of 30 days commencing February 1, 2012, and ending on March 1, 2012. Please refer to Application No. APCD2012-APP-001930 on all correspondence regarding this project. Questions regarding this notice may be directed to Camqui Nguyen at (858) 586-2747 or John Annicchiarico at (858) 586-2733.

John Annicchiarico  
Senior Air Pollution Control Engineer

JA/CN/eg  
Sector D/ID 00913



County of San Diego  
AIR POLLUTION CONTROL DISTRICT  
10124 Old Grove Road, San Diego, CA 92131

(858) 586-2600  
FAX (858) 586-2601  
Smoking Vehicle Hotline  
1-800-28-SMOKE  
www.sdapcd.org

1<sup>ro</sup> de febrero de 2012

**ATENCIÓN: PADRES DE ALUMNOS QUE ASISTEN A LAS ESCUELAS  
BORREGO SPRINGS HIGH, BORREGO SPRINGS MIDDLE, PALM CANYON  
CONTINUATION HIGH, AND SANTA ROSA COMMUNITY DAY;  
RESIDENTES Y COMERCIOS CERCANOS**

**AVISO DE INTENTO DE AUTORIZAR CONSTRUCCIÓN**

En 1989, la legislatura del estado de California aprobó una ley, AB 3205, diseñada para proteger a alumnos contra los contaminantes atmosféricos peligrosos. La ley, según lo escrito actualmente, le requiere al Distrito del Control de la Contaminación Atmosférica de San Diego (Distrito) notificar de todo equipo nuevo o modificado que emite cualquier contaminante tóxico al aire que será instalado dentro de 1,000 pies de una escuela. La ley también le requiere al Distrito considerar cualquier comentario antes de autorizar la construcción.

Ésta carta es para informarle que el Distrito ha recibido una aplicación por parte de Borrego Springs Water District para operar un motor de 260 caballos de fuerza en el 2201 Diegueno Drive, Borrego Springs, CA 92004. Este motor se utilizará con una bomba de agua en caso de interrupciones de energía.

El Distrito protege a la comunidad contra emisiones atmosféricas dañinas imponiendo regulaciones locales, estatales y federales para la protección ambiental en el condado de San Diego. El proyecto propuesto ha sido revisado y se anticipa que operará cumpliendo con las reglas del Distrito.

Comentarios por escrito referentes a la acción propuesta por el Distrito pueden ser sometidos por un período de 30 días empezando el 1ro de febrero de 2012, y terminando el 1ro de marzo de 2012. Favor de referirse a la aplicación número APCD 2012-APP-001930 en toda la correspondencia con respecto a éste proyecto. Para preguntas o más información acerca de éste aviso, favor de comunicarse con Camqui Nguyen al (858) 586-2747 o John Annicchiarico al (858) 586-2733.

John Annicchiarico  
Ingeniero Supervisor

JH/CN/eg  
Sector D/ID 00913



**JOINT POWERS  
INSURANCE AUTHORITY**

P. O. Box 619082  
Roseville, CA 95661-9082

phone  
916.786.5742  
800.231.5742

direct line  
916.774.7050  
800.535.7899

fax  
916.774.7040

[www.acwajpia.com](http://www.acwajpia.com)

**President**

E.G. "Jerry" Gladbach

**Vice President**

Tom Cuquet

**Chief Executive Officer**

Walter "Andy" Sells

**Executive Committee**

John A. Coleman

Tom Cuquet

Joseph Dion

E.G. "Jerry" Gladbach

David T. Hodgin

W.D. "Bill" Knutson

Melody A. McDonald

Charles W. Muse

Lou Reinkens

TO: All Pooled Program Members

FROM: David deBernardi, Director of Finance

DATE: January 19, 2012

RE: RPA Stabilization Fund Report

Enclosed is the RPA Stabilization Fund Report for your agency including backup documentation. For those agencies that have a balance that exceeds the attachment point, a check for the amount over the attachment point is also enclosed. Approximately 158 members are receiving a check with this report. Total refunds approximate \$4 million.

The RPA Stabilization Fund was established in 1999 to help stabilize the fluctuating cycle of refunds and billings for prior policy years. In 2001, the Executive Committee authorized expanding the Fund to include all pooled programs.

The report has several parts. It starts with the beginning balance or the amount on the books for each member before adjustments. The first adjustment is to the Liability Program's 10/1/09-10 policy year Deposit Premium for actual payroll vs. estimated payroll. Also, for the Liability Program there are Retrospective Premium Adjustments for prior policy years that still have open claims. For the Property Program there is a refund for the members that participated in the policy year 4/1/07-08, all claims have settled for this year. For those members that participated in the Workers' Compensation Program there is a Retrospective Premium Adjustment for prior policy years that still have open claims. Finally, the resulting balance after these adjustments is compared to the attachment point and any balance exceeding the attachment point is refunded back to the member agency.

It should be noted that each agency's balance is maintained separately and not all agencies' balances grow at the same rate.

If you have any questions regarding the RPA Stabilization Fund or any of the adjustments, please call (800) 231-5742 or e-mail me at [ddebernardi@acwajpia.com](mailto:ddebernardi@acwajpia.com).

**CONGRATULATIONS!**

ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY  
PO BOX 619082  
ROSEVILLE, CA 95661-9082

RPA STABILIZATION FUND REPORT  
AS OF 09/30/2011

FOR: BORREGO WD

BEGINNING BALANCE	\$28,110.00
LIABILITY PREMIUM ADJ. - ACTUAL VS ESTIMATED PAYROLL - PY 10/1/2009-2010	(\$2,512.00)
LIABILITY RETROSPECTIVE PREMIUM ADJUSTMENTS - PYS 10/1/1996-2007	(\$675.00)
PROPERTY PREMIUM ADJUSTMENT - PY 4/1/2007-2008	\$1,464.18
W/C RETROSPECTIVE PREMIUM ADJUSTMENTS - PYS 7/1/1988-2008	\$9,511.00
<b>FUND BALANCE</b>	<b>\$35,898.19</b>
CURRENT ATTACHMENT POINT ( 60% OF BASIC LIABILITY PREMIUM)	\$23,055.00
<b>AMOUNT OF REFUND DUE TO THE MEMBER DISTRICT</b>	<b>\$12,843.19</b>

# BWD CASH FLOW 2011-2012

	C	D	E	N	O	P	R	S
4								
5	<b>FEBRUARY 2012</b>		<b>BUDGET</b>	<b>ACTUAL</b>	<b>PROJECTED</b>	<b>ACTUAL</b>	<b>YTD + PROJ MONTHS&gt;&gt;</b>	<b>PROJECTED</b>
6			<b>FY 2012</b>	<b>FEBRUARY</b>	<b>FEB</b>	<b>YTD</b>	<b>PROJECTED</b>	<b>MARCH</b>
7				<u>2012</u>	<u>2012</u>	<u>2011-2012</u>	<u>2011-2012</u>	<u>2012</u>
8								
9								
10	<b>REVENUE</b>							
11								
12	<b>WATER REVENUE</b>							
13	Residential Water Sales (Assume no water use on Montezoro GC)		424,312	40,144	19,238	436,650	674,726	39,382
14	Commercial Water Sales		98,000	6,515	7,002	62,008	101,279	8,490
15	Irrigation Water Sales		99,000	6,066	3,102	78,652	124,982	7,335
16	GWM Surcharge		94,000	5,161	2,609	58,750	89,647	5,506
17	Water Sales Power Portion		277,000	16,886	7,566	190,756	281,062	16,080
18	Readiness Water Charge		635,000	69,881	68,472	543,204	818,202	68,713
19	Meter Installation		40,000	0	0	2,020	2,020	0
20	Water hook-up charge		0	0	0	19,875	19,875	0
21	Reconnect Fees		6,500	0	680	12,154	14,874	680
22	Backflow Testing/Installation		3,300	13	0	7,058	7,058	
23	Bulk Water Sales		1,200	379	100	1,850	2,250	100
24	Penalty & Interest Water Collection		24,000	3,554	2,000	23,683	31,683	2,000
25	<b>TOTAL WATER REVENUE:</b>		<b>1,702,312</b>	<b>148,597</b>	<b>110,769</b>	<b>1,436,659</b>	<b>2,167,659</b>	<b>148,287</b>
26		<b>Receivables</b>					2,167,659	
27	<b>PROPERTY ASSESSMENTS/AVAILABILITY CHARGES</b>	<b>as of 03/07/12</b>						
28	641500 1% Property Assessments	31,865	69,080	1,024	1,024	40,468	74,240	1,907
29	641502 Property Assess wtr/swr/flid (679 parcels \$86 ea(44,814))	27,578	45,000	1,321	1,321	16,345	44,814	891
30	641502/641503 Prop Assess. -delinq-Montezoro(\$113,987)	461,688	0	0	0	-	-	0
31	641501 Water avail Standby	44,630	82,673	2,109	2,109	57,088	105,033	3,316
32	641504 ID 3 Water Standby (361 parcels \$37.70 parcel (1,3609.7))	0	13,609	0	0	13,609	13,609	0
33	641504 ID 3 Water Standby-(La Casa-2 parcels= \$20,150)	16,850	20,150	343	343	5,484	22,850	516
34	641503 Pest standby	17,901	17,953	303	303	9,135	27,468	431
35	Penalty & Interest-Avail Charges		1,000	0	0	-	-	0
36	<b>TOTAL PROPERTY ASSES/AVAIL CHARGES:</b>	<b>600,512</b>	<b>249,465</b>	<b>5,099</b>	<b>5,100</b>	<b>142,129</b>	<b>288,014</b>	<b>7,062</b>
37							288,014	
38	<b>SEWER SERVICE CHARGES</b>							
39	Town Center Sewer Holder's Fees		180,140	15,012	15,012	120,094	180,142	15,012
40	Sewer user Fees		221,400	21,766	21,000	171,897	255,897	21,000
41	Penalty Interest-Sewer		1,800	0	0	-	-	0
42	Sewer Inspection Fees		200	0	0	663	663	0
43	Sewer Capacity Fees		12,138	0	0	9,445	9,445	0
44	<b>TOTAL SEWER SERVICE CHARGES:</b>		<b>415,678</b>	<b>36,777</b>	<b>36,012</b>	<b>302,099</b>	<b>446,147</b>	<b>36,012</b>
45							446,147	
46	<b>PARK/GOLF INCOME</b>							
47	CSD Fees-(golf/trash WEA -2,500)			278	284	18,640	19,776	284
48	CC Golf Income					115	115	
49	<b>TOTAL PARK/GOLF INCOME:</b>			<b>278</b>	<b>284</b>	<b>18,755</b>	<b>19,891</b>	<b>284</b>
50							19,891	
51	<b>OTHER INCOME</b>							
52	Rent Income-San Diego County		7,715	643	643	5,144	7,715	643
53	Annexation Fees		0	0	0	-	-	0
54	Fire Hydrant Installation		5,000	0	5,000	-	-	0
55	Miscellaneous Income		5,000	0	417	-	1,664	417
56	Administrative Fee-Water Credits		5,000	0	0	1,000	1,000	0
57	Gain on Asset Sold		1,500	0	0	-	1,500	0
58	Stag Grant		125,000	0	0	126,800	131,750	4,950
59	Interest Income		1,550	10	30	173	293	30
60	<b>TOTAL OTHER INCOME:</b>		<b>150,765</b>	<b>653</b>	<b>6,090</b>	<b>133,116</b>	<b>143,922</b>	<b>6,040</b>
61								
62	<b>TOTAL INCOME:</b>		<b>2,518,220</b>	<b>191,406</b>	<b>158,254</b>	<b>2,032,758</b>	<b>3,065,633</b>	<b>197,684</b>
63							3,065,633	
64	<b>CASH BASIS ADJUSTMENTS</b>							
65	Decrease (Increase) in Accounts Receivable			(7,237)		(31,472)	(31,472)	
66	CC Golf Equipment receivable			189		568	1,324	189
67	<b>TOTAL CASH BASIS ADJUSTMENTS:</b>		<b>0</b>	<b>(7,047)</b>	<b>0</b>	<b>(30,905)</b>	<b>(30,149)</b>	<b>189</b>
68								
69	<b>TOTAL INCOME RECEIVED:</b>		<b>2,518,220</b>	<b>184,358</b>	<b>158,254</b>	<b>2,001,853</b>	<b>3,035,485</b>	<b>197,873</b>
70							3,035,485	
71								
72								
73								

# BWD CASH FLOW 2011-2012

	T	U	V	X	Y	Z	AA	AB	AC	AD	AE	AF
4												
5	PROJECTED	PROJECTED	PROJECTED		PROJECTED							
6	APRIL	MAY	JUNE	PROJECTED	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB
7	2012	2012	2012	2012-2013	2012	2012	2012	2012	2012	2012	2013	2013
8												
9												
10												
11												
12												
13	52,353	61,408	84,933	856,039	71,813	111,777	69,821	79,718	68,816	45,909	47,779	50,180
14	9,988	9,754	11,040	125,845	10,513	13,157	10,380	10,036	8,805	8,393	8,083	8,144
15	11,881	11,556	15,560	155,337	8,933	16,586	16,178	21,884	15,811	5,625	5,718	7,583
16	7,263	8,477	9,651	113,461	9,804	15,008	10,243	10,890	9,153	5,864	6,024	6,451
17	21,311	24,884	28,031	355,826	30,635	48,559	33,689	35,677	29,874	19,211	19,693	21,108
18	68,442	68,627	69,216	1,017,464	67,464	88,353	87,509	87,288	87,397	87,283	86,360	87,351
19	0	0	0	10,000	-	0	-	0	-	0	0	5,000
20	0	0	0	-	-	0	-	0	-	0	0	0
21	680	680	680	11,840	1,360	680	1,700	680	1,000	2,000	1,700	0
22				5,825	-					725	5,075	25
23	100	100	100	1,893	73	100	150	100	700	0	20	350
24	2,000	2,000	2,000	29,500	2,000	2,000	3,200	2,000	2,500	3,000	3,300	3,500
25	174,018	187,485	221,211	2,683,030	202,593	296,220	232,869	248,273	224,055	178,010	183,752	189,691
26				2,683,030								
27												
28	31,865	0	0	75,016	500	940	950	898	2,658	23,944	9,562	1,024
29	27,578	0	0	95,749	150	0	236	151	1,909	3,333	9,248	1,321
30	0	0	0	-	0	0	0					
31	44,630	0	0	98,472	1,400	156	1,297	422	9,687	14,833	27,185	2,109
32		0	0	30,489	0	0	320		1,415	2,752	9,122	0
33	16,850	0	0	5,484	0	0	0	0	0	0	5,141	343
34	17,901	0	0	18,113	160	17	172	52	798	1,953	5,682	303
35	0	0	0	-	0	0	0	0	0	0	0	0
36	138,823	0	0	323,323	2,210	1,113	2,974	1,523	16,467	46,815	65,941	5,100
37				323,323								
38												
39	15,012	15,012	15,012	180,144	15,012	15,012	15,012	15,012	15,012	15,012	15,012	15,012
40	21,000	21,000	21,000	261,188	21,766	21,766	21,766	21,766	21,766	21,766	21,766	21,766
41	0	0	0	-	0	0	0	0	0	0	0	0
42	0	0	0	-	0	0	0	0	0	0	0	0
43	0	0	0	-	0	0	0	0	0	0	0	0
44	36,012	36,012	36,012	441,332	36,778	36,778	36,778	36,778	36,778	36,778	36,778	36,778
45				441,332								
46												
47	284	284	284	-								
48												
49	284	284	284	0	0	0	0	0	0	0	0	0
50												
51												
52	643	643	643	7,715	643	643	643	643	643	643	643	643
53	0	0	0	-	0	0	0	0	0	0	0	0
54	0	0	0	-	0	0	0	0	0	0	0	0
55	417	417	413	-	0	0	0	0	0	0	0	0
56	0	0	0	1,000	0	0	0	0	1,000	0	0	0
57	0	0	1,500	-	0	0	0	0	0	0	0	0
58	0	0	0	-	0	0	0	0	0	0	0	0
59	30	30	30	881	36	125	125	32	11	11	31	10
60	1,090	1,090	2,586	9,596	679	768	768	675	1,654	654	674	653
61				9,596								
62	350,227	224,871	260,093	3,457,282	242,260	334,879	273,389	287,248	278,954	262,257	287,144	232,222
63												
64												
65				-								
66	189	189	189	2,268	189	189	189	189	189	189	189	189
67	189	189	189	2,268	189	189	189	189	189	189	189	189
68												
69	350,416	225,060	260,282	3,459,550	242,449	335,068	273,578	287,437	279,143	262,446	287,333	232,411
70												
71												
72												
73												

# BWD CASH FLOW

## 2011-2012

	C	D	E	N	O	P	R	S
4								
5	<b>FEBRUARY 2012</b>		<b>BUDGET</b>	<b>ACTUAL</b>	<b>PROJECTED</b>	<b>ACTUAL</b>	<b>YTD + PROJ MONTHS&gt;&gt;</b>	<b>PROJECTED</b>
6			<b>FY 2012</b>	<b>FEBRUARY</b>	<b>FEB</b>	<b>YTD</b>	<b>PROJECTED</b>	<b>MARCH</b>
7				<b>2012</b>	<b>2012</b>	<b>2011-2012</b>	<b>2011-2012</b>	<b>2012</b>
74								
75	<b>EXPENSES</b>							
76								
77	<b>MAINTENANCE EXPENSE</b>							
78	R & M Buildings & Equipment		110,000	10,502	6,833	79,107	114,606	6,833
79	R & M Wells/pipelines/Pumps - WWTP		35,000	966	2,000	27,717	39,244	2,780
80	Telemetry		20,000	1,959	0	8,056	15,056	0
81	Trash Removal		7,500	284	500	2,979	4,979	500
82	Vehicle Expense		17,000	747	1,417	7,323	12,987	1,416
83	Fuel & Oil		38,000	2,903	2,500	24,230	34,230	2,500
84	<b>TOTAL MAINTENANCE EXPENSE:</b>		<b>227,500</b>	<b>17,360</b>	<b>13,250</b>	<b>149,412</b>	<b>221,102</b>	<b>14,029</b>
85							<b>221,102</b>	
86	<b>PROFESSIONAL SERVICES EXPENSE</b>							
87	Accounting		8,000	0	0	3,521	5,761	0
88	Administrative Services (ADP/Bank Fees)		4,000	288	333	2,867	4,203	334
89	Audit Fees		26,000	0		20,369	28,769	
90	Computer billing		12,000	340	1,000	13,981	17,981	1,000
91	Consulting/Technical		25,000	0	2,083	-	8,336	2,083
92	Engineering		25,000	0	2,083	1,405	9,741	2,083
93	Legal Services		60,000	1,127	2,500	12,742	22,742	2,500
94	Testing/lab work		25,000	1,560	2,083	15,813	24,149	2,083
95	Regulatory Permit Fees		45,000	5,108	300	37,758	44,358	1,000
96	<b>TOTAL PROFESSIONAL SERVICES EXPENSE:</b>		<b>230,000</b>	<b>8,424</b>	<b>10,382</b>	<b>108,457</b>	<b>166,041</b>	<b>11,083</b>
97							<b>166,041</b>	
98	<b>INSURANCE/INTEREST EXPENSE</b>							
99	ACWA Insurance		102,774	0	0	31,393	70,521	10,075
100	Workers Comp		20,000	0	0	9,821	14,821	0
101	Interest-COP 2008/Well 12 Purchase Agreement		194,875	0	0	132,438	194,876	62,438
102	<b>TOTAL INSURANCE/INTEREST EXPENSE:</b>		<b>317,649</b>	<b>0</b>	<b>0</b>	<b>173,652</b>	<b>280,217</b>	<b>72,513</b>
103							<b>280,217</b>	
104	<b>PERSONNEL EXPENSE</b>							
105	Board Meeting Expense (board stipend/board secretary)		22,000	790	1,200	6,435	11,235	1,200
106	Salaries & Wages (gross)		826,918	65,706	69,051	577,928	854,132	69,051
107	Taxes on Payroll		32,930	2,791	3,001	15,684	21,015	1,380
108	Medical Insurance Benefits		232,733	17,657	17,738	140,198	211,150	17,738
109	Calpers Retirement Benefits		178,000	13,955	14,506	115,478	173,502	14,506
110	Salaries & Wages contra account		(18,000)	(3,584)	(3,500)	(22,540)	(36,540)	(3,500)
111	Conference/Conventions/Training/Seminars		10,500	612	875	5,699	9,199	875
112	<b>TOTAL PERSONNEL EXPENSE:</b>		<b>1,285,081</b>	<b>97,926</b>	<b>102,871</b>	<b>838,881</b>	<b>1,243,692</b>	<b>101,250</b>
113							<b>1,243,692</b>	
114	<b>OFFICE EXPENSE</b>							
115	Office Supplies		20,000	501	1,500	10,395	16,395	1,500
116	Office Equipment/ Rental/Maintenance Agreements		32,500	1,814	2,708	16,248	27,080	2,708
117	Postage & Freight		11,000	(37)	100	6,468	11,118	2,000
118	Taxes on Property		2,291	0	0	2,288	2,288	0
119	Telephone/Answering Service		10,700	889	892	5,566	9,130	892
120	Bad Debt Collection		4,000	(30)	333	325	1,661	334
121	Dues & Subscriptions		8,000	128	667	1,382	4,046	667
122	Printing, Publications & Notices		5,000	0	417	237	1,905	417
123	Uniforms		7,000	908	583	3,975	6,311	583
124	Osha Requirements/Emergency preparedness		7,500	111	625	1,452	3,952	625
125	<b>TOTAL OFFICE EXPENSE:</b>		<b>107,991</b>	<b>4,284</b>	<b>7,825</b>	<b>48,335</b>	<b>83,885</b>	<b>9,726</b>
126							<b>83,885</b>	
127	<b>UTILITIES EXPENSE</b>							
128	Pumping-Electricity		320,000	22,976	10,699	213,139	328,098	19,608
129	Office/Shop Utilities		15,000	904	1,250	11,345	16,345	1,250
130	Cellular Phone		10,000	708	833	5,819	9,155	833
131	<b>TOTAL UTILITIES EXPENSE:</b>		<b>345,000</b>	<b>24,588</b>	<b>12,782</b>	<b>230,303</b>	<b>353,598</b>	<b>21,691</b>
132							<b>353,598</b>	
133	<b>TOTAL EXPENSES:</b>		<b>2,513,221</b>	<b>152,581</b>	<b>147,110</b>	<b>1,549,039</b>	<b>2,348,535</b>	<b>230,292</b>
134							<b>2,348,535</b>	
135	<b>CASH BASIS ADJUSTMENTS</b>							
136	Decrease (Increase) in Accounts Payable			(25,651)		14,699	14,699	
137	Increase (Decrease) in Inventory			0		4,743	4,743	
138	Other Cash Basis Adjustments			0		-	-	
139	<b>TOTAL CASH BASIS ADJUSTMENTS:</b>			<b>(25,651)</b>	<b>0</b>	<b>19,442</b>	<b>19,442</b>	<b>0</b>
140								
141			<b>2,513,221</b>	<b>126,930</b>	<b>147,110</b>	<b>1,568,482</b>	<b>2,367,977</b>	<b>230,292</b>
142							<b>2,367,977</b>	
143	<b>O&amp;M</b>							
144	<b>NET CASH FLOW (O&amp;M)</b>	to gwm non o & m	<b>4,999</b>	<b>57,428</b>	<b>11,144</b>	<b>434,676</b>	<b>467,504</b>	<b>(32,419)</b>

# BWD CASH FLOW 2011-2012

	T	U	V	X	Y	Z	AA	AB	AC	AD	AE	AF
4												
5	PROJECTED	PROJECTED	PROJECTED		PROJECTED							
6	APRIL	MAY	JUNE	PROJECTED	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB
7	2012	2012	2012	2012-2013	2012	2012	2012	2012	2012	2012	2013	2013
74												
75												
76												
77												
78	6,833	6,833	15,000	114,631	11,000	9,167	6,800	11,000	10,000	4,500	15,000	10,500
79	2,917	2,917	2,913	39,564	10,000	1,500	7,000	1,900	5,000	1,500	0	1,000
80	0	7,000	0	14,300	0	3,400	0	1,500	1,200	0	0	1,200
81	500	500	500	3,600	300	300	300	300	300	300	300	300
82	1,416	1,416	1,416	13,114	500	400	200	600	2,200	1,500	1,300	750
83	2,500	2,500	2,500	37,581	3,000	2,500	6,300	2,500	1,850	3,800	1,800	3,167
84	14,166	21,166	22,329	222,790	24,800	17,267	20,600	17,800	20,550	11,600	18,400	16,917
85				222,790								
86												
87	2,240	0	0	3,500	0	3,500	0	0	0	0	0	0
88	334	334	334	5,150	170	600	420	420	420	420	600	420
89	4,200		4,200	27,600	4,100	7,500	0		3,600	0	2,000	
90	1,000	1,000	1,000	6,850	1,000	1,000	500	500	350	500	500	500
91	2,083	2,083	2,087	3,000	500	0	0	500	0	0	0	0
92	2,083	2,083	2,087	7,400	1,000	0	0	1,000	1,400	0	0	0
93	2,500	2,500	2,500	18,100	1,000	4,000	1,200	1,000	3,600	0	2,300	1,000
94	2,083	2,083	2,087	24,346	5,255	1,800	1,100	1,500	1,455	1,700	1,600	1,600
95	600	3,000	2,000	40,941	3,831	315	3,420	10,700	3,150	10,750	575	1,000
96	17,123	13,083	16,295	136,887	16,856	18,715	6,640	15,620	13,975	13,370	7,575	4,520
97				136,887								
98												
99	29,053	0	0	70,521	0	31,393	0	0	0	0	0	0
100	5,000	0	0	24,600	5,000	0	4,900	0	0	4,900	0	0
101	0	0	0	325,268	100,196	0	62,438	0	0	0	0	0
102	34,053	0	0	420,389	105,196	31,393	67,338	0	0	4,900	0	0
103				420,389								
104												
105	1,200	1,200	1,200	7,260	660	0	660	660	660	660	660	660
106	69,051	69,051	69,051	815,856	67,988	67,988	67,988	67,988	67,988	67,988	67,988	67,988
107	1,375	1,162	1,414	23,623	1,492	1,492	1,492	1,492	1,492	1,492	5,900	2,800
108	17,738	17,738	17,738	218,405	18,200	18,200	18,200	18,200	18,200	18,200	18,200	18,200
109	14,506	14,506	14,506	177,240	14,770	14,770	14,770	14,770	14,770	14,770	14,770	14,770
110	(3,500)	(3,500)	(3,500)	(33,600)	(2,800)	(2,800)	(2,800)	(2,800)	(2,800)	(2,800)	(2,800)	(2,800)
111	875	875	875	7,808	1,568	200	875	225	275	50	500	615
112	101,245	101,032	101,284	1,216,591	101,879	99,851	101,186	100,536	100,586	100,361	105,218	102,233
113				1,216,591								
114												
115	1,500	1,500	1,500	12,450	3,000	1,000	500	1,300	750	1,700	1,700	500
116	2,708	2,708	2,708	15,870	2,000	1,440	3,400	230	2,000	2,100	2,900	1,800
117	50	2,000	600	10,236	100	2,054	0	2,030	0	350	2,034	0
118	0	0	0	2,288	0	0	0	0	2,288	0	0	0
119	892	890	890	10,490	700	890	890	890	890	890	890	890
120	334	334	334	1,951	200	40	100	125	0	0	150	0
121	667	667	663	4,071	370	0	667	40	150	50	0	130
122	417	417	417	1,923	200	0	55	0	0	0	0	0
123	583	583	587	5,954	454	500	500	500	500	500	500	500
124	625	625	625	4,040	255	625	150	185	0	0	200	125
125	7,776	9,724	8,324	69,273	7,279	6,549	6,262	5,300	6,578	5,590	8,374	3,945
126				69,273								
127												
128	26,361	29,378	39,613	320,870	28,045	31,151	30,000	29,006	26,000	21,000	26,000	23,000
129	1,250	1,250	1,250	16,404	1,974	1,884	1,800	1,497	1,000	1,000	1,250	1,000
130	833	833	837	8,700	725	725	725	725	725	725	725	725
131	28,444	31,461	41,700	345,974	30,744	33,760	32,525	31,227	27,725	22,725	27,975	24,725
132				345,974								
133	202,806	176,466	189,932	2,411,904	286,754	207,534	234,551	170,483	169,414	158,546	167,542	152,340
134												
135												
136				-								
137				-								
138												
139	0	0	0	0	0	0	0	0	0	0	0	0
140												
141	202,806	176,466	189,932	2,411,904	286,754	207,534	234,551	170,483	169,414	158,546	167,542	152,340
142												
143												
144	147,610	48,594	70,350	1,047,646	(44,305)	127,533	39,027	116,954	109,730	103,291	119,721	80,070

# BWD CASH FLOW 2011-2012

	C	D	E	N	O	P	R	S
4								
5	<b>FEBRUARY 2012</b>							
6			<b>BUDGET</b>	<b>ACTUAL</b>	<b>PROJECTED</b>	<b>ACTUAL</b>	<b>YTD + PROJ MONTHS&gt;&gt;</b>	<b>PROJECTED</b>
7			<b>FY 2012</b>	<b>FEBRUARY</b>	<b>FEB</b>	<b>YTD</b>	<b>PROJECTED</b>	<b>MARCH</b>
145				<u>2012</u>	<u>2012</u>	<u>2011-2012</u>	<u>2011-2012</u>	<u>2012</u>
146							667,507	
147	<b>NON O &amp; M EXPENSES</b>							
148	USGS Basin study		131,500			104,576	104,576	
149	GWM Planning Costs - unallocated		14,000	1,128		6,267	6,267	
150	Integrated Regional Water Management Plan/Staff time		53,000	7,279	0	53,718	62,763	6,725
151	BOR S.E. California Regional Basin Study/Staff Time		20,000	369		12,923	12,923	
152	STAG Grant/Staff time		40,000	893		53,218	53,218	
153	Viking Ranch Purchase		69,000			6,989	75,989	
154	GWM/ABD-IRWM Legal Expenses		10,000	289		700	700	
155	Water Credit Policy legal expenses		12,000		2,000	639	5,639	
156	Catchment berm WWTP		0			-	-	
157	ID1-10 150 Hp , rewind motor in year 2, pump & casing cleaning in year 5		0			-	-	
158	ID4-11 200 Hp, pump & casing cleaning in yr 1 and rewind motor in year 2		60,000			-	60,000	
159	Rams Hill #1 1980 steel needs inside coating, 1.25mg		150,000		50,000	-	150,000	
160	Twin Tanks, 1970's-inside coating		40,000			-	40,000	0
161	Pickup		0			-	-	
162	ID4, Reducing Station design and installation		0			-	-	
163	Circle J Drive pipeline (2013)		0			-	-	
164	Montezuma Road pipeline project-final		0			11,900	11,900	
165	Two water credit refunds-less admin processing fee		10,000			10,000	10,000	
166	Telemetry Radio & PLC Upgrades		29,081			10,935	29,081	18,146
167	Splitter Box Concrete Repairs-WWTP						9,100	9,100
168	Bending Elbow/Rocking Chair pipeline project						10,000	
169	<b>TOTAL NON O&amp;M EXPENSES</b>		<b>638,581</b>	<b>9,958</b>	<b>52,000</b>	<b>271,865</b>	<b>642,156</b>	<b>33,971</b>
170							642,156	
171	<b>CASH RECAP</b>							
172	Cash beginning of period		779,356	893,391	814,487	779,356	779,356	940,861
173	Net Cash Flow (O&M)		4,999	57,428	11,144	433,372	667,507	(32,419)
174	Total Non O&M Expenses		(638,581)	(9,958)	(52,000)	(271,865)	(642,156)	(33,971)
175	Transfer To/From Reserves		0	0		-	0	
176	<b>CASH AT END OF PERIOD</b>		<b>145,774</b>	<b>940,861</b>	<b>776,230</b>	<b>940,863</b>	<b>804,707</b>	<b>874,472</b>
177				940,861				
178				0				
179	<b>RESERVES</b>		<b>TARGET</b>					
180	Working Capital		629,555					
181	Contingency (3%)		75,546					
182	Asset replacement		114,791					
183	Emergency		2,500,000					
184	<b>TOTAL RESERVES</b>		<b>3,319,892</b>					
185								
186								
187	<b>SIGNIFICANT ITEMS</b>	<b>ACTUAL</b>	<b>PROJECTED</b>					
188								
189	Total Water Revenue	148,597	110,769	Projections off on residential water sales & water sales power				
190	Other Income	0	5,000	Projection off				
191	Maintenance Expense	17,360	13,250	Had an unexpected pump repair of \$7,337				
192	Pumping-Electricity	22,976	10,699	Electricity calculation for projection off				
193	Non O & M Expenses	0	50,000	Inside coating of Rams Hill #1 1980 steel-pushed off two months				
194	Total Significant Items:	188,934	189,718					
195								

# BWD CASH FLOW 2011-2012

	T	U	V	X	Y	Z	AA	AB	AC	AD	AE	AF
4												
5	PROJECTED	PROJECTED	PROJECTED		PROJECTED							
6	APRIL	MAY	JUNE	PROJECTED	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB
7	2012	2012	2012	2012-2013	2012	2012	2012	2012	2012	2012	2013	2013
145												
146												
147												
148	0			131,035						131,035		
149				-								
150		2,320		-								
151				-								
152				-								
153	69,000			57,000			14,250			14,250		
154				-								
155	2,500		2,500	-								
156				5,000				5,000				
157				10,000	10,000							
158		60,000		15,000	15,000							
159	50,000	50,000	50,000	-								
160	0	40,000		-								
161				20,000	20,000							
162				25,000		25,000						
163				108,000	58,000		50,000					
164				-								
165				-								
166				-								
167				-								
168	10,000			-								
169	131,500	152,320	52,500	371,035	103,000	25,000	64,250	5,000	0	145,285	0	0
170				371,035								
171												
172	874,472	890,582	786,855	804,706	804,706	657,401	759,934	734,711	846,665	956,395	915,010	1,034,801
173	147,610	48,594	70,350	1,047,646	(44,305)	127,533	39,027	116,954	109,730	103,901	119,791	80,070
174	(131,500)	(152,320)	(52,500)	(371,035)	(103,000)	(25,000)	(64,250)	(5,000)	0	(145,285)	0	0
175												
176	890,582	786,855	804,706	1,481,316	657,401	759,934	734,711	846,665	956,395	915,010	1,034,801	1,114,872
177												
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195												



# BORREGO WATER DISTRICT

	<u>BALANCE SHEET</u> <u>February 29, 2012</u> <u>(unaudited)</u>	<u>BALANCE SHEET</u> <u>January 31, 2012</u> <u>(unaudited)</u>	<u>MONTHLY</u> <u>CHANGE</u> <u>(unaudited)</u>
<b>LIABILITIES:</b>			
<b>CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>			
Accounts Payable	\$ 107,484.26	\$ 81,832.93	\$ 25,651.33
Accrued expenses	\$ 172,261.50	\$ 172,261.50	\$ -
Deferred Revenue	\$ -	\$ -	\$ -
Deposits	\$ 27,571.25	\$ 27,571.25	\$ -
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>	<b>\$ 307,317.01</b>	<b>\$ 281,665.68</b>	<b>\$ 25,651.33</b>
<b>CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS</b>			
Debt Service:			
Accounts Payable to CFD 2007-1	\$ 86,060.39	\$ 120,133.00	\$ (34,072.61)
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS</b>	<b>\$ 86,060.39</b>	<b>\$ 120,133.00</b>	<b>\$ (34,072.61)</b>
<b>LONG TERM LIABILITIES</b>			
2008 Certificates of participation (payable from restricted assets)	\$ 2,775,000.00	\$ 2,775,000.00	\$ -
Montesoro Note Payable	\$ 644,557.51	\$ 644,557.51	\$ -
<b>TOTAL LONG TERM LIABILITIES</b>	<b>\$ 3,419,557.51</b>	<b>\$ 3,419,557.51</b>	<b>\$ -</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 3,812,934.91</b>	<b>\$ 3,821,356.19</b>	<b>\$ (8,421.28)</b>
<b>FUND EQUITY</b>			
Contributed equity	\$ 9,649,544.17	\$ 9,649,544.17	\$ -
Retained Earnings:			
Unrestricted Reserves/Retained Earnings	\$ 3,383,544.57	\$ 3,354,678.45	\$ 28,866.12
Total retained earnings	\$ 3,383,544.57	\$ 3,354,678.45	\$ 28,866.12
<b>TOTAL FUND EQUITY</b>	<b>\$ 13,033,088.74</b>	<b>\$ 13,004,222.62</b>	<b>\$ 28,866.12</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<b>\$ 16,846,023.65</b>	<b>\$ 16,825,578.81</b>	<b>\$ 20,444.84</b>



# BORREGO WATER DISTRICT

	<b>BALANCE SHEET</b> <b>February 29, 2012</b> <i>(unaudited)</i>	<b>BALANCE SHEET</b> <b>January 31, 2012</b> <i>(unaudited)</i>	<b>MONTHLY</b> <b>CHANGE</b> <i>(unaudited)</i>
<b>ASSETS:</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$ 940,861.37	\$ 893,391.27	\$ 47,470.10
Accounts receivable from water sales and sewer charges	\$ 283,352.02	\$ 276,115.47	\$ 7,236.55
Interest receivable	\$ -	\$ -	\$ -
Inventory	\$ 129,684.78	\$ 129,684.78	\$ -
Availability charges receivable	\$ 335,659.21	\$ 335,659.21	\$ -
Allowance for uncollectable availability charges	\$ (277,233.19)	\$ (277,233.19)	\$ -
Grant Receivable	\$ -	\$ -	\$ -
Prepaid expenses	\$ 47,678.52	\$ 47,678.52	\$ -
Other Receivables	\$ 31,172.22	\$ 31,361.42	\$ (189.20)
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 1,491,174.93</b>	<b>\$ 1,436,657.48</b>	<b>\$ 54,517.45</b>
<b>RESTRICTED ASSETS</b>			
Debt Service:			
Deferred amount of COP Refunding	\$ 162,566.97	\$ 162,566.97	\$ -
Unamortized bond issue costs	\$ 111,917.95	\$ 111,917.95	\$ -
Total Debt service	\$ 274,484.92	\$ 274,484.92	\$ -
Trust fund:			
Investments with fiscal agent -CFD 2007-1	\$ 86,060.39	\$ 120,133.00	\$ (34,072.61)
Total Trust fund	\$ 86,060.39	\$ 120,133.00	\$ (34,072.61)
<b>TOTAL RESTRICTED ASSETS</b>	<b>\$ 360,545.31</b>	<b>\$ 394,617.92</b>	
<b>UTILITY PLANT IN SERVICE</b>			
Land	\$ 2,027,868.94	\$ 2,027,868.94	\$ -
Flood Control Facilities	\$ 4,319,603.58	\$ 4,319,603.58	\$ -
Capital Improvement Projects	\$ -	\$ -	\$ -
Sewer Facilities	\$ 5,514,571.59	\$ 5,514,571.59	\$ -
Water facilities	\$ 10,846,759.44	\$ 10,846,759.44	\$ -
Pipelines, wells and tanks	\$ 151,699.02	\$ 151,699.02	\$ -
General facilities	\$ 1,009,059.92	\$ 1,009,059.92	\$ -
Equipment and furniture	\$ 376,263.30	\$ 376,263.30	\$ -
Vehicles	\$ 480,072.91	\$ 480,072.91	\$ -
Accumulated depreciation	\$ (9,916,595.29)	\$ (9,916,595.29)	\$ -
<b>NET UTILITY PLANT IN SERVICE</b>	<b>\$ 14,809,303.41</b>	<b>\$ 14,809,303.41</b>	<b>\$ -</b>
<b>OTHER ASSETS</b>			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
<b>TOTAL OTHER ASSETS</b>	<b>\$ 185,000.00</b>	<b>\$ 185,000.00</b>	
<b>TOTAL ASSETS</b>	<b>\$ 16,846,023.65</b>	<b>\$ 16,825,578.81</b>	<b>\$ 20,444.84</b>



# BORREGO WATER DISTRICT

## Treasurer's Report February, 2012

	% of Portfolio					Valuation Source
	Bank Balance	Carrying Value	Fair Value	Current Actual	Rate of Interest	
<b>Cash and Cash Equivalents:</b>						
Demand Accounts at WFB/BSB/LAIF						
General Account/Petty Cash	\$ 675,063	\$ 641,686	\$ 641,686	68.20%	0.00%	WFB/BSB
Payroll Account	\$ 28,099	\$ 28,099	\$ 28,099	2.99%	0.01%	WFB
LAIF	\$ 20,776	\$ 20,776	\$ 20,776	2.21%	0.38%	LAIF
MMA	\$ 250,300	\$ 250,300	\$ 250,300	26.60%	0.05%	WFB
<b>Total Cash and Cash Equivalents</b>	<b>\$ 974,238</b>	<b>\$ 940,861</b>	<b>\$ 940,861</b>	<b>100.00%</b>		

### Facilities District No. 2007-1

First American Treas Obligation -US BANK	86,060	86,060	86,060
<b>Total Cash, Cash Equivalents &amp; Investments</b>	<b>\$ 1,060,298</b>	<b>\$ 1,026,921</b>	<b>\$ 1,026,921</b>

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on July 27, 2011.

Cash, investments and future cash flows are sufficient to meet the needs of the District for the next six months.

Sources of valuations are Borrego Springs Bank (BSB), Wells Fargo Bank (WFB), LAIF and US Trust Bank.

Kim Pitman, Administration Manager



# BORREGO WATER DISTRICT

To: BWD Board of Directors

From: Kim Pitman

Subject: Consideration of the Disbursements and Claims Paid  
Month Ending February, 2012

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<b>A. Vendor disbursements paid during this period:</b>	<b>\$</b>	<b>107,484.26</b>
<u>Significant items:</u>		
1 Utilities	\$	21,415.71
2 CalPERS Payments	\$	16,427.11
3 Employee Health Benefits	\$	19,655.54
4 Hidden Valley Pumps-pump repair	\$	7,337.07
5 LAFCO (Annexation fees for Lorch)	\$	4,050.00
<b>B. Capital Projects Outlays:</b>		
<i>(included in vendor disbursements paid above)</i>		
<b>C. Total Professional Services for this Period:</b>		
<i>(included in vendor disbursements paid above)</i>		
McDougal, Love, Eckis		
	<b>Total Invoice:</b>	<b>\$ 1,050.00</b>
RMC-Professional fees for IRWM Grant		
	<b>Total Invoice:</b>	<b>\$ 6,725.00</b>
<b>D. Payroll for this Period:</b>		
Gross Payroll	\$	65,705.93
Employer Payroll Taxes and ADP Fee	\$	3,078.78
<b>Total</b>	<b>\$</b>	<b>68,784.71</b>

BORREGO WATER DISTRICT  
 FOR BOARD CONSIDERATION AND APPROVAL  
 FEBRUARY 29, 2012

GENERAL ACCOUNT

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
17603	03/13/12	U.S.BANK CORPORATE PAYMENT SYS SEE INVOICES FOR DETAILS SEE INVOICES FOR DETAILS	2,106.45
17570	03/05/12	ABILITY ANSWERING/PAGING SER ANSWERING/PAGING	150.98
17604	03/13/12	ACWA HEALTH BENEFITS AUTHORITY EMPLOYEE BENEFITS: 04/01/12-05/01/12	19,655.54
17571	03/05/12	AFLAC EMPLOYEE PAID SUPPLEMENTAL HEALTH BENEFITS	1,067.90
17572	03/05/12	AIR POLLUTION DISTRICT FEES	325.00
17605	03/13/12	ALLIED WASTE SERVICES #467 3-0467-0007554 3155 HONOR COURT BASIC SERVICE 3-0467-0701728 4861 BORREGO SPRINGS RD 2475 STIRRUP RD	2,601.32
17606	03/13/12	BASIC SERVICE AMERICAN LINEN INC. UNIFORMS FOR CREW	396.35
17573	03/05/12	ARB/PERP PERMIT APPLICATION FEE:PORTABLE EQUIP. REGISTRATION PROGRAM	620.00
17607	03/13/12	AT CONFERENCE PHONE CONFERENCING TOWN HALL & GROUND WATER	14.26
17608	03/13/12	AT&T MOBILITY COMPANY CELL PHONES-FEBRUARY 2012	623.80
17574	03/05/12	AT&T-CALNET 2 7607674230 WWTP LINE 7607675806 MAIN OFFICE LINE 7607675559 MAINT SHOP LINE	584.06
17575	03/05/12	BORREGO COMMUNITY HEALTH FND EMPLOYEE HEP B IMMUNIZATION TROY DEPRIEST	53.00

BORREGO WATER DISTRICT  
 FOR BOARD CONSIDERATION AND APPROVAL  
 FEBRUARY 29, 2012

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
17609	03/13/12	BORREGO SPRINGS BOTTLED WATER COLDWATER DISPENSER	8.62
17576	03/05/12	FOR YARD OFFICE CONSOLIDATED ELECTRICAL DIST	20.10
17577	03/05/12	RWTP SUPPLIES SUNSET ELECTRIC POWER PREVENTATIVE MAINTENANCE CLA-VALVE	1,480.08
17578	03/05/12	CONTRON TELEMETRY SERVICE SEE INVOICE FOR DETAILS	1,959.03
17579	03/05/12	TELEMETRY SERVICE FOR DETAILS SEE INVOICE FOR DETAILS	361.86
17580	03/05/12	JAMES G HORMUTH/DBA TRUE VALUE SEE INVOICES FOR DETAILS DEBBIE MORETTI PEST CONTROL ALL OFFICES	113.00
17581	03/05/12	CDPH-OCP CERTIFICATION RENEWAL	110.00
17582	03/05/12	ROGELIO MARTINEZ DESERT TIRE CENTER 08 CHEVY 2500 LIC# 1251968 BASIC SERVICE FORD F-150 LIC#1252048	94.40
17610	03/13/12	BASIC SERVICE E. S. BABCOCK & SONS, INC. WATER SAMPLES FROM ALL WELLS	1,530.00
17583	03/05/12	EMPIRE SOUTHWEST BACKHOE REPAIR	652.00
17611	03/13/12	GREEN DESERT LANDSCAPE MANAGEMENT FEE: FEBRUARY 2012	5,210.80
17584	03/05/12	HIDDEN VALLEY PUMP SYSTEMS INC PUMP REPAIR	7,337.07
17612	03/13/12	HOME DEPOT CREDIT SERVICES SEE INVOICES FOR DETAILS	692.08
17585	03/05/12	KENNY STRICKLAND, INC. FUEL FOR CREW TRUCKS	1,804.48
17613	03/13/12	KENNY STRICKLAND, INC. FUEL FOR CREW TRUCKS	1,098.15
17614	03/13/12	KONICA MINOLTA INSTALLMENT ON BIZHUB COPIER:	

BORREGO WATER DISTRICT  
 FOR BOARD CONSIDERATION AND APPROVAL  
 FEBRUARY 29, 2012

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
17615	03/13/12	02/25/12-03/24/12 LOCKE AIR CONDITIONING REPAIR A/C UNIT IN OFFICES	1,449.76
17586	03/05/12	MCDUGAL LOVE ECKIS PROFESSIONAL SERVICES THROUGH JANUARY 2012	317.50
17616	03/13/12	MCDUGAL LOVE ECKIS PROFESSIONAL FEES:	366.18
17587	03/05/12	FEBRUARY 2012 PACIFIC PIPELINE SUPPLY INC	1,050.00
17588	03/05/12	ID4 PIPE REPAIRS PARKER FREELANCE	198.91
17589	03/05/12	SERVER REPAIR CASH	100.00
17590	03/05/12	TO REPLENISH PETTY CASH	300.00
17591	03/05/12	PROGRAPHICS SCREENPRINTING, INC WORK SHIRTS	512.01
17623	03/14/12	PUBLIC EMP' S RETIREMENT SYSTEM EMPLOYEE BENEFITS: 02-01-12/02-15-12	8,429.76
17592	03/05/12	PUBLIC EMP' S RETIREMENT SYSTEM EMPLOYEE BENEFITS: 02/16/12-02/29/12	7,997.35
17617	03/13/12	QUILL CORPORATION OFFICE SUPPLIES SEE INVOICE FOR DETAILS	167.10
17593	03/05/12	OFFICE SUPPLIES SEE INVOICE FOR DETAILS	6,725.00
		RMC WATER & ENVIRONMENT PROFESSIONAL FEES: 12/11 THROUGH 01/12	
		IRWM GRANT 6160 624 622 9 951 RANGO WAY ID1-16	
		3607 425 233 9 2990 BORREGO VALLEY RD TC LIFT STATION ID5 4785 979 020 3 3003 LOFTER DR ID5-5 6114 522 473 7	

BORREGO WATER DISTRICT  
 FOR BOARD CONSIDERATION AND APPROVAL  
 FEBRUARY 29, 2012

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
		3352 BORREGO VALLEY RD	
		ID1-12	
		1614 489 405 4	
		5037 BORREGO SPRINGS RD	
		ID1-8	
		9525 627 944 5	
		2989 BORREGO VALLEY RD	
		PACKAGE PLANT	
		2739 492 349 3	
		4861 BORREGO SPRINGS RD	
		TREATMENT PLANT	
		3864 202 758 1	
		2510 RAMS HILL DR	
		BOOSTER STATION 1	
		6160 427 632 7	
		COUNTRY CLUB RD	
		ID4-2	
		7285 625 351 8	
		4201 BORREGO SPRINGS RD	
		ID1-10	
		4240 011 405 2	
		301 SLASH M RD	
		COUNTRY CLUB TANK	
		5035 410 733 7	
		3528 COUNTRY CLUB RD	
		ID4-10	
		8364 482 055 9	
		5073 BORREGO SPRINGS RD	
		ID1-1	
		9489 482 054 6	
		5065 BORREGO SPRINGS RD	
		ID1-2	
		2700 523 335 7	
		806 PALM CANYON DR	
		OFFICE/MAINT SHOP	
		6954 509 423 8	
		STIRRUP RD	
		OLD SHOP	
		9534 569 937 1	
		2201 DIEGUENO RD	
		ID4-11	
		2881 512 118 8	
		1111 INDIAN HEAD RANCH	
		ID4-18	
		3909 503 745 7	
		1775 BORREGO SPRINGS RD	
		ID4-4	
		6159 441 279 1	
		2473 STIRRUP RD	
		LUGO BLDG.	
		SAN DIEGO LOCAL AGENCY	
		FEES FOR LORCH	
		ANNEXED INTO DISTRICT	
		APN: 200-03-009	
	03/13/12		21,415.71

BORREGO WATER DISTRICT  
 FOR BOARD CONSIDERATION AND APPROVAL  
 FEBRUARY 29, 2012

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
17594	03/05/12	SIGNS BY TOMORROW- BANNER FOR TOWN HALL MEETING	20.00
17619	03/13/12	DEPT. 56 - 0000059040 SEE INVOICE FOR DETAILS	137.40
17595	03/05/12	T.S. INDUSTRIAL SUPPLY SAFETY GLOVES WWTP SUPPLIES	264.54
17620	03/13/12	SEE INVOICE UNDERGROUND SERVICE ALERT	3.00
17596	03/05/12	DIG ALERT TICKETS UTILITY COST MANAGEMENT LLC SDG&E ENERGY	2,209.18
17621	03/13/12	SAVINGS PROGRAM VERIZON WIRELESS	84.01
17597	03/05/12	EMERGENCY CELL PHONES FOR POWER OUTAGES WENDY QUINN	130.00
17598	03/05/12	RECORDING SERVICE FEBRUARY, 2012 WEST 80 ELECTRIC ELECTRIC MOTOR REPAIR ID-2	758.83
17622	03/13/12	WEST GROUP PAYMENT CTR. SUBSCRIPTION RENEWALS	127.69
TOTAL			107,484.26



GWM ACCOUNTING  
01-5480  
FYE 2012

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	DESCRIPTION	WILCOX RESERVOIR	WILCOX RESERVOIR STAFF SUPPORT	USGS GW BASIN STUDY	VIKING RANCH FOLLOWING PROJECT	STAG GRANT	STAG GRANT STAFF SUPPORT	IRWMP STAFF SUPPORT	IRWMP STAFF SUPPORT	BOR	BOR STAFF SUPPORT	GWM	GWM STAFF SUPPORT	WATER CREDITS	TOTALS	MONTHLY TOTALS
64	12/31/11	Record Staff Time-Rolwing-BOR									369.28					369.28
65	12/31/11	Record Staff Time-Rolwing -IRWMP							553.92							553.92
66	01/15/12	Record Staff Time-Rolwing-GWM							369.28				369.28			369.28
67	01/15/12	Record Staff Time-Rolwing -IRWMP							369.28							369.28
68	01/15/12	Record Staff Time-Rolwing -IRWMP							369.28							369.28
69	01/31/12	RMC Water & Environment						13,042.92								13,042.92
70	01/31/12	Groundwater Resources Assoc-Jerry Seminar										495.00				495.00
71	01/31/12	Record Staff Time-Rolwing-GWM											738.56			738.56
72	01/31/12	Record Staff Time-Rolwing -IRWMP							369.28							369.28
73	02/15/12	Record Staff Time-Rolwing -IRWMP							369.28							369.28
74	02/15/12	Record Staff Time-Rolwing -Stag Grant														553.92
75	02/15/12	Record Staff Time-Rolwing-BOR									184.64					184.64
76	02/15/12	Record Staff Time-Rolwing-GWM											184.64			184.64
77	02/29/12	McDouglas, Love, Ecklis, Attorneys						288.75								288.75
78	02/29/12	RMC Water & Environment						6,725.00								6,725.00
79	02/29/12	Signs By Tomorrow-Banner for Town Hall Meeting										20.00				20.00
80	02/29/12	Record Staff Time-Rolwing -Stag Grant														339.28
81	02/29/12	Record Staff Time-Rolwing-BOR									184.64					184.64
82	02/29/12	Record Staff Time-Rolwing-GWM											923.20			923.20
83	02/29/12	Record Staff Time-Rolwing -IRWMP														184.64
84																184.64
85		TOTAL GWM EXPENSES FY 2012:	165,002.27	16,776.15	104,575.77	6,988.75	47,798.56	5,509.20	46,559.70	7,858.72	923.20	4,052.00	2,215.68	638.75	420,808.75	420,808.75

## **Borrego Water District Management Report – March 2012**

*By: Jerry Rolwing*

### **BOARD REQUEST**

All Board requests from last meeting are agenda items or in the committee reports.

### **FEDERAL LEVEL**

U.S. Geological Survey: A report on the USGS Study will be featured in the Annual Town Hall Meeting, March 28, 2012

U.S. Bureau of Reclamation: Reclamation made a presentation at the March 20th Board Workshop. A revised scope of work is being reviewed and will be distributed once it arrives at the District. Reclamation staff agreed to present their finding to-date in the fall, possibly in a "town hall" type meeting format the District is considering.

U.S. Department of Agriculture: Financial requests from the USDA have been completed and submitted. Kim and I will work with our engineer David Dale and U.S.D.A. staff to move forward on the pre-application process. Two projects featured in the District's ten-year capital improvements plan will be reviewed. The two projects are the Borrego Springs Road 10" water main from Christmas Circle south to San Pablo Road and the Wilcox Reservoir project. More information on this grant/loan program will be available in the next few months.

### **STATE LEVEL**

The Integrated Regional Water Management (IRWM) Group made an application for a Planning Grant on March 7th. The final application can be found on the website at:

**[http://www.borregowd.org/uploads/Planning\\_Grant\\_Application\\_3.08.2012.pdf](http://www.borregowd.org/uploads/Planning_Grant_Application_3.08.2012.pdf)**

We are presently waiting for the DWR to finalize the facilitation agreement with Dale Schafer of the Center for Collaborative Policy to resume the IRWM Stakeholder's meetings.

Both Dale Schafer and Ali Taghav, facilitation and technical consultants for the DWR will be speaking at the upcoming Town Hall meeting.

### **COUNTY LEVEL**

San Diego County Dept. of Planning and Land Use is presently reviewing the comments issued on the amendment to the County Groundwater Ordinance. Jim Bennett has informed me on March 21st that the document is now with County Counsel and we are waiting for their comments. It will then come back to DPLU for final revisions. He also told me that the County/District MOU will be negotiated prior to the adoption of the revised ordinance.

### **LOCAL LEVEL**

A meeting was held at the District office with the County of San Diego Flood Control, U.S. Army corps of Engineers (COE) and the U.S. Bureau of Reclamation to discuss Borrego Valley Flood Control issues. The County and COE are working on a joint-venture project to design an "early warning" system for local flooding. Details of this project are still being worked out.

### **DISTRICT LEVEL**

The motor for the booster pump which lifts water from well ID5-5 to the Country Club reservoir failed and is being replaced. Also, a pump for the wastewater reclamation plant went out. The replacement costs were approximately \$6,000 each.

The water main serving Bending Elbow Drive has had several breaks in the recent months and design work is being performed to install 900 feet of pipe. The project is being scheduled for mid-April.

Bid documents are being generated for the re-coating of Rams Hill #1 1.25 million gallon reservoir which is included in the current capital improvements program.

# **DIA** DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-955-1590

March 9, 2012

Jerry Rolwing  
Borrego Water District  
P.O. BOX 1870  
Borrego Springs, CA 92004

Re: Borrego Water District CFD No. 2007-1 & Other Charges Special Tax Administration Services

Dear Jerry:

As we discussed, enclosed please find an updated consulting agreement for the annual administration of CFD No. 2007-1 and other charges for FY 2012-2013. Please review and sign both copies and return one fully executed copy to my office.

Should you have any questions please feel free to contact me.

Sincerely,



Andrea Roess  
Managing Director

Enclosures

<http://localhost/resources/Proposals/ADMIN/CALIF/BORREGO.WD/Letter 12-13.doc>

**AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_ day of March 2012, by and between Borrego Water District at 806 Palm Canyon Drive, Borrego Springs, CA 92004, herein called "Client," and David Taussig and Associates, Inc. at 5000 Birch Street, Suite 6000, Newport Beach, CA 92660, herein after called "Consultant." The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows.

**ARTICLE I**  
**TERM OF CONTRACT**

**Section 1.1** This agreement shall become effective on the date stated above and will continue in effect until the earlier of (i) that day when the services provided for herein have been performed or (ii) until terminated as provided in Article 6 below.

**ARTICLE II**  
**SERVICES TO BE PERFORMED BY CONSULTANT**

**Section 2.1** Consultant agrees to perform the professional services for the Client and to deliver the work products to the Client as described in the Scope of Work statement attached as Exhibit "A" hereto. Such professional services and work products, as from time to time modified in accordance with Section 2.3 hereof, are collectively referred to as the "Consulting Services."

**Section 2.2** Consultant will determine the method, details and means of performing the Consulting Services. Consultants may, at Consultants' own expense, employ such assistance as it deems necessary to perform the Consulting Services required by Client under this Agreement. Consultants shall conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation or counsel independent of the control and direction of the Client, other than normal contract monitoring. All computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, processes and methods (collectively, the "Proprietary Models") used or developed by DTA in performing its work is proprietary and shall remain property owned solely by, or licensed by a third party to DTA. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a license to use the hard copy or electronically transmitted reports generated pursuant to the Consulting Services and that any Proprietary Model that Consultant uses to generate such reports is owned by, or is duly licensed from a third party to Consultant and is not being provided to Client hereunder. Client acknowledges that DTA may have used reports and analyses that DTA authored for other clients as base works or templates for the reports and analyses prepared for Client pursuant to this Agreement, and Client acknowledges and agrees that DTA has the right to use the reports and analyses that it authors pursuant to this Agreement as base works or templates for reports and analyses that DTA authors for DTA's other clients, provided, however that DTA shall

not use any confidential information provided by Client in such future reports and analyses. Client acknowledges and agrees that DTA has spend substantial time and effort in collection and compiling data and information (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by DTA for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that DTA will not sell or distribute any of Client's confidential information that may be contained in such Data Compilations, unless such confidential information is used only on an aggregated and anonymous basis.

**Section 2.3** Any proposed changes in the Consulting Services hereunder shall be submitted to the other party hereto, and any such changes agreed to by the parties shall be reflected in an amendment to Exhibit "A" in accordance with Section 7.2 hereto.

**Section 2.4** Nothing in this Agreement shall give the Consultant possession of authority with respect to any Client decision beyond the rendition of information, advice, recommendation or counsel.

### **ARTICLE III COMPENSATION**

**Section 3.1** Client agrees to pay Consultant for its Consulting Services a professional fee computed according to the Fee Schedule attached as Exhibit "B" hereto.

**Section 3.2** The Client shall reimburse the Consultant for Consultant's out-of-pocket expenses plus a 15% administrative charge. Expenses shall include all actual expenditures made by Consultant in the performance of any Consulting Services undertaken pursuant to the Agreement, including, without limitation, the following expenditures:

- (a) Cost of clerical assistance @ \$35.00 per hour, including typing, collation, printing and copying, plus copier and photography costs, including photographic reproduction of drawings and documents.
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, lodging and regularly scheduled commercial airline ticket costs.
- (c) Courier services, facsimile, and telephone expenses.

**Section 3.3** On or about the first two weeks of each month during which Consulting Services are rendered hereunder, Consultant shall present to Client an invoice covering the current Consulting Services performed and the reimbursable expenses incurred pursuant to this Agreement and exhibits thereto. Such invoices shall be paid by Client within thirty (30) days of the date of each invoice. A 1.2% charge may be imposed against accounts which are not paid within 30 days of the date of each invoice.

**Section 3.4** The maximum total fee amount set forth in Exhibit "B" may be increased as a result of any expansion of the Consulting Services to be rendered hereunder pursuant to Section 2.3 or as provided in Exhibit "A" hereto.

**Section 3.5** Records of the Consultant's costs relating to (i) Consulting Services performed under this Agreement and (ii) reimbursable expenses shall be kept and be available to the Client or to Client's authorized representative at reasonable intervals during normal business hours.

#### **ARTICLE IV** **OTHER OBLIGATIONS OF CONSULTANT**

**Section 4.1** Consultant agrees to perform the Consulting Services in accordance with Exhibit "A". Should any errors caused by Consultant's negligence be found in such services or products, Consultant will correct them at no additional charge by revising the work products called for in Exhibit "A" to eliminate the errors.

**Section 4.2** Consultant will supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

**Section 4.3** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client. However, Consultant may subcontract portions of the work to be performed hereunder to other persons or concerns provided Consultant notifies Client of the name and address of said proposed subcontractor and Client either consents or fails to respond to notification with respect to the use of any particular proposed subcontractor.

**Section 4.4** In the performance of its Consulting Service hereunder, Consultant is, and shall be deemed to be for all purposes, an independent contractor (and not an agent, officer, employee or representative of Client) under any and all laws, whether existing or future. Consultant is not authorized to make any representation, contract or commitment on behalf of Client.

**Section 4.5** Neither this Agreement, any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause the Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. The Client and Consultant also agree that no actions and opinions necessary for the performance of duties under the Contract will cause the Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

#### **ARTICLE V** **OTHER OBLIGATIONS OF CLIENT**

**Section 5.1** Client agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement with the exception of those documents which Exhibit "A" calls upon the Consultant to prepare.

**Section 5.2** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Consultant.

**Section 5.3** Consultant frequently is retained by developers, landowners, and other persons and concerns interested in development projects which often eventually lead to the preparation on a

contract basis by Consultant of preliminary tax spread models for government agencies to determine tax rates and other matters necessary to accomplish various improvements to realty for financing under a Mello-Roos or other financing programs. In light of the foregoing, Client will determine whether or not it is appropriate to conduct a "significant substantive review" or a "significant intervening substantive review" of Consultant's activities conducted pursuant to this Agreement as such terms are defined in Section 18700(c)h of Title 2 of the California Administrative Code. Should Client elect to conduct such a substantive review, then Client shall determine whether it has sufficient expertise on staff to conduct such a review, and, if not, will retain an independent expert consultant to review Consultant's work. Thereafter, Client shall conduct such review, or cause such independent review to be conducted, prior to the making of any governmental decision relating to the matters contained within the Scope of Work described in Exhibit "A". The parties do not intend and nothing in this Section 5.3 is meant to imply that Consultant is a "public official," "participating in a governmental decision," or has a "financial interest" in the services provided as such terms are used in Section 87100 of Title 9 of the California Governmental Code.

**Section 5.4** Client, public agencies, landowners, consultants and other parties dealing with Client or involved in the subject development project referred to in Exhibit "A" will be furnishing to Consultant various data, reports, studies, computer printouts and other information and representations as to the facts involved in the project which Client understands Consultant will be using and relying upon in preparing the reports, studies, computer printouts and other work products called for by Exhibit "A." Consultant shall not be obligated to establish or verify the accuracy of the information furnished by or on behalf of Client, nor shall Consultant be responsible for the impact or effect on its work products of the information furnished by or on behalf of Client, in the event that such information is in error and therefore introduces error into Consultant's work products.

**Section 5.5** Client agrees to defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees, arising out of or connected with the performance of Consultant's Consulting Services under this Agreement, except as may arise from Consultant's willful misconduct or gross negligence. In that regard, Client will indemnify and hold Consultant harmless from any Claims arising from, growing out of, or in any way resulting from, errors contained in data or information furnished by Client or Client's designee to Consultant for use in carrying out the Consulting Services called for by this agreement. If for any reason the indemnification under this Section 5.5 is unavailable to Consultant or insufficient to hold it harmless, then the Client shall contribute to the amount paid or payable by Consultant as a result of such loss, liability, damage, claim, demand, action or proceeding in such proportion as is appropriate to reflect not only the relative benefits received by the Client on the one hand and Consultant on the other hand but also the relative fault of the Client and Consultant as well as any relevant equitable considerations; provided that Consultant's contribution obligations hereunder shall in no event exceed the amounts received by Consultant under this Agreement.

**Section 5.6** In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the services rendered hereunder, Client shall compensate Consultant at a rate of \$250 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

**ARTICLE VI**  
**TERMINATION OF AGREEMENT**

**Section 6.1** Either party may terminate or suspend this Agreement upon thirty (30) days written notice. Unless terminated as provided herein, this Agreement shall continue in force until the Consulting Services set forth in Exhibit "A" have been fully and completely performed and all proper invoices have been rendered and paid.

**Section 6.2** Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party at its option may terminate this Agreement by giving written notification to the defaulting party. Such termination shall be effective upon receipt by the defaulting party, provided that the defaulting party shall be allowed ten (10) days in which to cure any default following receipt of notice of same.

**Section 6.3** The covenants contained in Sections 3.1, 3.2, 4.4, 5.3, 5.4, 5.5, 5.6 and all of Article VII shall survive the termination of this Agreement.

**ARTICLE VII**  
**GENERAL PROVISIONS**

**Section 7.1** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with the first sentence of this Section 7.1. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 7.2** This Agreement and exhibits hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any exhibit hereto) will be effective if it is in writing and signed by the party against whom it is sought to be enforced.

**Section 7.3** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 7.4** Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Newport Beach, California, or such other location mutually agreed to by the parties.

The arbitrator(s) shall be selected as follows: In the event that Consultant and Client agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event Consultant and Client do not so agree, Consultant and Client shall each select an arbitrator and the two arbitrators so selected shall select the third arbitrator. If there is more than one arbitrator, the arbitrators shall act by majority vote. The parties may propose arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder.

The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Section 7.5** The prevailing party in any arbitration or legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

**Section 7.6** This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

CONSULTANT:

CLIENT:

**David Taussig & Associates, Inc.**

**Borrego Water District**

By: \_\_\_\_\_  
David Taussig, President

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

Date: 3/9/12

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

[http://localhost/resources/Proposals/ADMIN/CALIF/BORREGO.WD/Agreement \(10-11\).doc](http://localhost/resources/Proposals/ADMIN/CALIF/BORREGO.WD/Agreement (10-11).doc)

## EXHIBIT A

### ANNUAL ADMINISTRATION AND ARBITRAGE CALCULATION SERVICES OF THE BORREGO WATER DISTRICT

#### SCOPE OF WORK

David Taussig & Associates, Inc. ("Consultant") shall provide financial consulting services to assist the Borrego Water District (the "Client") in the annual administration of CFD No. 2007-1 and additional levies, including the following four charges: i) Water Availability, ii) ID No. 1 Water, Sewer, and Flood Control, iii) Pest Control, and iv) ID No. 3 Water standby charges and assessments. The intent of these services shall be to determine the tax rates, to facilitate the collection of the taxes, and to calculate the rebate liability of CFD No. 2007-1 for fiscal year 2012-13.

#### PHASE 1: CFD No. 2007-1

The specific activities and tasks to be performed under this Scope of Work for CFD No. 2007-1 include the following:

##### Task 1 Land Use Research

This task involves determining, gathering and organizing the land use data required to apportion and collect special taxes, and includes the following subtasks:

- 1.1 **Subdivision Research:** Identify and obtain copies of all final tract or parcel maps recorded within CFD No. 2007-1.
- 1.2 **Development Research:** Determine non-residential building permit activity as of January 1, 2012. Identify issuance date, building square footage and situs address for each new commercial building.
- 1.3 **Assessor Parcel Research:** Review current Assessor Parcel Maps to compile a list of the Assessor's Parcels which will be valid for fiscal year 2012-13. Determine lot square footage of all parcels.
- 1.4 **Database Management:** Create automated parcel database that will include information for all parcels. Data will include Assessor Parcel Number and corresponding tract, lot and unit number, acreage, building square footage, building permit issuance date and situs address.

##### Task 2 Classification of Property

This task involves application of the Amended and Restated Rate and Method of Apportionment of Special Taxes to determine the appropriate special tax classification for each parcel located in the CFD and includes the following subtasks:

- 2.1 **Exempt Property:** Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.
- 2.2 **Taxable Property:** Identify all taxable properties and classify each as "Developed Property" or "Undeveloped Property." Assign each "Developed Property" to the appropriate special tax classification.

### **Task 3 Financial Analysis**

This task involves calculating and apportioning the Special Tax Requirement and includes the following subtasks:

- 3.1 **Administrative Expense Budget:** Assist Client with the preparation of an administrative expense budget.
- 3.2 **Mello-Roos Special Pro Forma:** Prepare pro forma analysis comparing long term special tax revenues to long term financial obligations of CFD No. 2007-1 (i.e., debt service payments, administrative expenses, etc.). Compute the fiscal year 2012-13 special tax rates for all classifications of taxable property.

### **Task 4 Report Preparation**

This task includes the preparation of an Annual Special Tax Report containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes. Included in the report is a list of special tax levy for each Assessor's Parcel.

### **Task 5 Enrollment of Special Taxes**

This task involves submitting the special tax levy on or before August 10, or such other date specified by the County of San Diego to the Auditor-Controller, for inclusion on the consolidated property tax bills. The special tax levy will be submitted on magnetic tape or other media as specified by the County. If direct billing of Undeveloped Property is required, prepare special tax bills for mailing to the owners of Undeveloped Property.

### **Task 6 Delinquent Property Owner Reporting**

This task involves the review and research of County records to determine which parcels are delinquent in the payment of property and special taxes, and includes the following subtasks:

- 6.1 **Semi-annual Delinquency Report:** Review special tax payment information from the County of San Diego. Determine which parcels are delinquent and the corresponding amount of delinquent special taxes. Prepare report summarizing the amount of delinquent special taxes.
- 6.2 **Collection of Delinquent Special Taxes:** Assist Client with the development of procedures to cure delinquent special taxes. Assist with the preparation of demand letters as necessary.

See Phase 2 for additional Delinquency Management Services.

### **Task 7 Roll Changes and Adjusted Property Tax Bills**

This task involves monitoring any changes to the secured tax roll which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

### **Task 8 Responses to Property Owner Questions**

This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the special tax.

### **Task 9 Annual Reporting/Disclosure**

This task involves assisting Client meet the annual reporting and special tax disclosure requirements as specified by the Continuing Disclosure Agreement, SB 1464, and the 1992 Mello-Roos Amendment Bill, and includes the following subtasks:

- 9.1 Assist Client in the preparation of the Annual Report required by the Continuing Disclosure Agreement.
- 9.2 Prepare and submit required data to the California Debt and Investment Advisory Commission each October in compliance with Section 53359.5 of the Government Code (as amended by SB 1464).
- 9.3 Assist Client in the preparation of special tax disclosure documents pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code (as amended by SB 1464).

### **Task 10 Meetings**

Consultant will schedule up to one formal meeting with Client staff and/or the Board to review the pro forma of Mello-Roos special taxes and the Annual Special Tax Levy Report, including a discussion of the findings of the financial analysis. (This meeting will include a discussion of Phase 3 findings as well.)

### **Task 11 Rebate Calculation (to be completed by Bond Logistix, LLC)**

This task entails the preparation of annual arbitrage rebate calculations, report preparation, and identification of rebate liabilities for CFD No. 2007-1, and includes the following subtasks:

- 11.1 **Background Research:** Review documents pertinent to the bonds including the official statement, bond indenture, arbitrage certificate, IRS form 8038-G, and fiscal agent bond fund/account statements.
- 11.2 **Bond Proceeds Deposit Confirmation:** Reconcile the deposits to the funds and accounts set forth in the bond indenture with the actual deposit of funds reflected by the fiscal agent account statements.

- 11.3 Bond Yield Confirmation:** Prepare debt service table and calculate the bond yield. The resulting bond yield will be verified with that stated on the arbitrage certificate.
- 11.4 Calculation of Rebate Liability:** Record all investment activity for the funds and accounts determined to be subject to rebate. Using the bond yield calculated under Task 11.3, compute the allowable arbitrage earnings and compare to the actual investment earnings.
- 11.5 Adjustments for Rebate Exemptions:** Determine the rebate exemptions applicable to CFD No. 2007-1.
- 11.6 Rebate Report:** Prepare written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability, including a legal opinion.

## **PHASE 2: CFD No. 2007-1 DELINQUENCY MANAGEMENT**

DTA will provide delinquency management services including, but not limited to, coordination with bond counsel to initiate and monitor foreclosure proceedings, coordination with County to amend and/or strip taxes from the roll, and ongoing manual delinquency research of all parcels in the CFD.

## **PHASE 3: ADDITIONAL LEVIES**

The specific activities and tasks to be performed under this Scope of Work for all additional levies, including the following four charges: **i) Water Availability, ii) ID No. 1 Water, Sewer, and Flood Control, iii) Pest Control, and iv) ID No. 3 Water standby charges and assessments**, submitted by the Client include the following:

### **Task 1 Land Use Research**

This task involves determining, gathering and organizing the land use data required to apportion and collect standby charges and assessments, and includes the following subtasks:

- 1.1 Assessor Parcel Research:** DTA will obtain a database of the current valid Assessor Parcels from the County.
- 1.2 Database Management:** Create automated parcel database that will include information for all parcels. Data will include Assessor Parcel Number and corresponding acreage, land use, and other pertinent information.

### **Task 2 Classification of Property**

This task involves determining the appropriate classification for each parcel located in the Water District and includes the following subtasks:

- 2.1 Exempt Property:** Identify all property owned by public agencies or entities otherwise exempt from standby charges and assessments and classify as exempt property.

- 2.2 Taxable Property:** Identify all taxable property and determine standby charges and assessments to apply to each property.

### **Task 3 Financial Analysis**

This task involves obtaining and apportioning the operating budget requirements for the Water District and includes the following subtasks:

- 3.1 Operating Budget Requirements:** Obtain the operating budget for each standby charge and assessment from Client.
- 3.2 Calculate Standby Charge/Assessments:** Compute the fiscal year 2012-13 standby charges and assessments for taxable property.

### **Task 4 Summary Memo**

This task includes the preparation of a summary memo. Included with the memo is a list of levies for each Assessor's Parcel.

### **Task 5 Enrollment of Taxes**

This task involves submitting the standby charges and assessments on or before August 10, or such other date specified by the County of San Diego to the Auditor-Controller, for inclusion on the consolidated property tax bills. The tax levy will be submitted on magnetic tape or other media as specified by the County. If direct billing of property is required, prepare tax bills for mailing to the property owners.

### **Task 6 Roll Changes and Adjusted Property Tax Bills**

This task involves monitoring any changes to the secured tax roll which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

### **Task 7 Responses to Property Owner Questions**

This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the standby charges and assessments.

### **Task 8 Meetings**

Meetings are included under Phase 1 Scope of Work.

## EXHIBIT B

### ANNUAL ADMINISTRATION AND ARBITRAGE CALCULATION SERVICES OF THE BORREGO WATER DISTRICT

#### BUDGET

The proposed annual budget for Tasks 1 – 10 for Phase 1 in the Scope of Work is time and materials, not to exceed \$12,000. The proposed annual budget for Phase 2 Delinquency Management is time and materials not to exceed \$17,500. The proposed annual budget for Tasks 1 – 8 for Phase 3 in the Scope of Work is time and materials, not to exceed \$5,000. The budget shown above represents maximum amounts not to be exceeded for Phase 1, Phase 2 and Phase 3, subject to the limitations identified below, unless otherwise agreed upon by the Borrego Water District (the "Client"). The proposed annual budget for Task 11 of Phase 1 is explained in more detail in Exhibit C.

Consultant shall charge the following hourly rates for services related to the Scope of Work.

Managing Director	\$200/Hour
Vice President	\$190/Hour
Senior Manager	\$185/Hour
Manager	\$175/Hour
Senior Associate	\$155/Hour
Associate	\$140/Hour
Senior Analyst	\$125/Hour
Analyst	\$125/Hour
Research Assistant	\$100/Hour

Monthly progress payments will be made by Client upon presentation of invoice by Consultant providing details of services rendered and expenses incurred. At Client's request services in addition to those identified in the Scope of Work may be provided if the total fee to complete the Tasks selected is less than the associated budget. Alternatively, if the selected Tasks can be completed for less than the amount budgeted, only the hours actually expended will be billed.

In addition to fees for services, Client will reimburse Consultant for travel, photocopying, database services or materials, facsimile and telephone calls, clerical services, and other out-of-pocket expenses, in an amount not to exceed \$1,000 annually.

#### LIMITATIONS

Additional services other than those necessary to amend errors on the part of Consultant are not covered by the budgets listed above. As for Task 8 for CFD No. 2007-1 and Task 7 for standby charges and other assessments, detailed written responses or formal meetings with property owners to resolve disputes will be classified as Additional Work and billed at hourly rates listed above.

**EXHIBIT C**

**MELLO-ROOS SPECIAL TAX ADMINISTRATION AND  
ARBITRAGE CALCULATION SERVICES  
COMMUNITY FACILITIES DISTRICT NO. 2007-1  
OF THE BORREGO WATER DISTRICT**

**ARBITRAGE REBATE COMPLIANCE SERVICES**

This letter is to confirm the engagement of David Taussig & Associates, Inc. ("DTA") by the Borrego Water District (the "Issuer") for the purpose of performing calculations relating to the rebate requirements contained in Section 148(f) of the Internal Revenue Code of 1986 (the "Code"). The calculations are to be performed with respect to the tax exempt obligation issues listed on Schedule A hereto (the "Bonds"), applying applicable federal tax rules.

The Issuer, by acknowledging this letter, consents to the engagement by DTA of Bond Logistix, LLP ("Bond Logistix") to provide certain legal services to assist in determining the amount of rebate liability with respect to the Bonds. The agreement between DTA and Bond Logistix which sets out the services to be provided by each is available upon request. While the Issuer may rely on the legal services performed by Bond Logistix, Bond Logistix will have no attorney-client relationship with the Issuer by virtue of the agreement, this letter, or such services.

The fee with respect to each report and opinion required by the Issuer is as set forth on Schedule B hereto. Additional Bond issues may be added, from time to time, to Schedule A hereto by the Issuer and DTA provided that the prior consent of Bond Logistix is obtained by DTA.

If this letter agreement is satisfactory, please have an authorized official acknowledge below and return one copy to the undersigned.

Very truly yours,

DAVID TAUSSIG & ASSOCIATES, INC.

By: \_\_\_\_\_  
David Taussig, President

Acknowledged:  
BORREGO WATER DISTRICT

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

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

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

**SCHEDULE A**

1. \$9,530,000 Borrego Water District Community Facilities District No. 2007-1  
2007 Special Tax Bonds (San Diego County, California)

## **SCHEDULE B**

### **Arbitrage Rebate Compliance Services**

#### **FEE SCHEDULE**

The proposed budget for Task 11 is a flat fee of \$2,750 per bond issue for the initial calculation. The annual fees for subsequent years will be \$2,250 per bond issue per year; note, additional fees will be incurred for transferred proceeds analysis, final or five year report, or computation periods in excess of twelve months.

**BORREGO WATER DISTRICT**

**RESOLUTION  
AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. 2012-3-1

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Directors of the Borrego Water District entered into a contract effective on November 15, 1999 providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this 28th day of March, 2012.

Beth Hart

\_\_\_\_\_  
Presiding Officer

Attest:

Marshal Brecht

\_\_\_\_\_  
Clerk/Secretary

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**  
Actuarial and Employer Services Branch  
Public Agency Contract Services  
P.O. Box 942709  
Sacramento, CA 94229-2709  
(888) CalPERS (225-7377)

**CERTIFICATION  
OF  
FINAL ACTION OF GOVERNING BODY**

I hereby certify that the Board of Directors of the  
(governing body)

Borrego Water District  
(public agency)

considered and adopted on March 28, 2012, by an affirmative  
(date)

vote of a majority of the members of said Governing Body, **Ordinance / Resolution No.**  
2012-3-1 approving the attached contractual agreement between the Governing  
Body of said Agency and the Board of Administration of the California Public  
Employees' Retirement System, a certified copy of said **Ordinance / Resolution** in the  
form furnished by said Board of Administration being attached hereto.

Adoption of the retirement benefit increase was not placed on the consent calendar.

Marshal Brecht  
Clerk/Secretary

Secretary/Treasurer  
Title

Date March 28, 2012



California  
Public Employees' Retirement System

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**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Borrego Water District

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 15, 1999, and witnessed October 27, 1999, and as amended effective October 1, 2008 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective October 1, 2008, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous members.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after November 15, 1999 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
- (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
  - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
  - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
  - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
  - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **SAFETY EMPLOYEES; AND**
  - b. **MEMBERS OF THE GOVERNING BODY FIRST ELECTED OR APPOINTED PRIOR TO JULY 1, 1994. (Elected or appointed officials who are first elected or appointed on or after July 1, 1994 or to a term of office not consecutive with a term held on June 30, 1994 are excluded pursuant to Government Code Section 20322).**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after October 1, 2008 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after October 1, 2008 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.3 of said Retirement Law (3% at age 60 Full).
8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).

9. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
  - b. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.
10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the 1st day of April, 2012.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
BORREGO WATER DISTRICT

BY \_\_\_\_\_  
KAREN DE FRANK, CHIEF  
CUSTOMER ACCOUNT SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

Comments from Marty Leavitt, Resource Conservation District of Greater San Diego County on the draft IRWM MOU.

See our draft MOU, but be advised that I have been asked by my board to pass this by our attorneys before finalizing with you. Our concerns were similar to the County's, but with additional concerns over phrasing about committing personnel and funds which the RCD cannot commit to. I will let you know when the board approves the final language. Our next board meeting is on April 3<sup>rd</sup> and the first Tuesday of each month thereafter.

I see no reason why an MOU should raise too much discussion over details since we operate in primarily an advisory capacity, but the concerns over money and resources are valid since the RCD is primarily funded by grants which are project/program specific.

Marty

619-562-0096

# Anza Borrego Desert Integrated Regional Water Management

## MEMORANDUM OF UNDERSTANDING BETWEEN BORREGO WATER DISTRICT, THE COUNTY OF SAN DIEGO, AND THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO COUNTY FOR DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN

This Memorandum of Understanding (MOU) dated \_\_\_\_\_, 2012 is entered into between the Borrego Water District, the County of San Diego, and the Resource Conservation District of Greater San Diego County (collectively known as Partners) for the purpose of coordinating water resources planning activities undertaken by the agencies for the Anza Borrego Desert Integrated Regional Water Management Group (hereinafter referred to as "IRWMG").

**WHEREAS**, each Partner has taken formal action committing to the creation of an Integrated Regional Water Resources Plan for the Anza Borrego Desert Region ("IRWMP"); and

**WHEREAS**, it is in the interests of the Partners and the regions served by the Partners that these water resources are responsibly managed and conserved to the extent feasible; and

**WHEREAS**, the Partners wish to coordinate their long term water supply planning efforts in accordance with Section 10531 of the Integrated Regional Water Management Planning Act of 2002 and Division 43 of the Safe Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 ("Acts"); and

**WHEREAS**, the Partners anticipate the potential need for future agreements on specific projects or programs and with other affected agencies to further coordinate long term water supply planning.

**NOW, THEREFORE**, the parties hereto mutually covenant and agree with each other as follows:

### 1. AUTHORITY OF PARTNERS

- 1.1. The Borrego Water District is a California Water District organized and operating under California Water Code section 34000, et seq. and has statutory authority over water supply in the Borrego Valley Watershed area.
- 1.2. The County of San Diego is a political subdivision of the State of California with statutory authority for the regulation of land use in the County of San Diego.
- 1.3. The Resource Conservation District of Greater San Diego County is a special district (local government) organized under Division 9 of the California Public Resources Code with authority to conduct research, make improvements or conduct operations on public lands, in cooperation with administering agencies; advise and assist other public agencies in the areas of land use planning, soil and water conservation, wildlife habitat restoration, control of exotic plant species and watershed restoration; provide education to residents, make improvements or conduct operations on private lands, with the consent of the owners, in furtherance of natural resource conservation, including the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization.

### 2. DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 **Acts** means Section 10531 of the Integrated Regional Water Management Planning Act of 2002 and the California Water Code Division 43, known as the Safe Water, Water Quality and

# Anza Borrego Desert Integrated Regional Water Management

Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

**2.2 Anza Borrego Desert Integrated Water Management Region (or Region)** means the area depicted on Attachment A, which includes the Borrego Valley Watershed area, and the portion of San Diego County that lies in the Colorado River Hydrologic Basin Region.

**2.3 IRWMP** means Integrated Regional Water Management Plan.

**2.4 IRWMG** means the Anza Borrego Desert Integrated Regional Water Management Group.

## 3. PURPOSES AND GOALS OF THIS MOU

### 3.1. Purposes and Goals:

**3.1.1** This MOU is to memorialize the intent of the Partners to coordinate and share information concerning water supply planning programs and projects and other information, and to improve and maintain overall communication among the Partners. It is anticipated that coordination and information sharing among the Partners will assist the agencies in achieving their respective missions to the overall well-being of the region. Coordination and information sharing shall focus on issues of common interest as described in Section 3.2.

**3.1.2** The execution of this MOU by the Partners shall constitute the formation of a Regional Water Management Group consisting of the Partners, in accordance with the Acts. The Regional Water Management Group shall be named the Anza Borrego Desert Integrated Regional Water Management Group (IRWMG).

**3.1.3** It is the goal of the Partners to prepare and adopt an IRWMP for the Region and to implement projects and programs individually or jointly in groups that address issues of common interest, as the group so identifies.

### 3.2. Common Issues and Interest:

**3.2.1** Water supply programs and projects that may provide mutual benefits in improving water supply reliability and/or water quality.

**3.2.2** Coordination of near-term and long-term water supply planning activities.

**3.2.3** Development of regional approaches to problem-solving and issues resolution as well as to further common interest.

**3.3 Future Agreements by Partners:** The Partners acknowledge that by virtue of commitments and intentions stated within this MOU, the need for certain other considerations that will facilitate the preparation of an IRWMP for the Region will likely emerge, as appropriate to changing needs of the area. Planning of future projects/programs may include but may not be limited to:

**3.3.1** Developing a Scope of Work

**3.3.2** Determining the cost sharing of projects

**3.3.3** Establishing methods for project management

**3.3.4** Establishing a project timeline

# Anza Borrego Desert Integrated Regional Water Management

## 4. JOINT PLANNING FOR PROJECTS AND PROGRAMS

**4.1 Projects and Programs Covered by this MOU:** It is the intent of the Partners that they coordinate and collaborate to address the common issues identified and provide direction for identification of appropriate funding needs for project planning/implementation. The Partners may develop and implement projects and programs individually or jointly in groups or through more, or enter into additional agreements in furthering those goals. Applicable projects and programs include, but are not limited to the following:

- 4.1.1 Water conservation programs and other demand management programs.
- 4.1.2 Water recycling, desalination, groundwater basin management, and water quality improvement programs and projects.
- 4.1.3 Water banking, conjunctive use and transfer arrangements.
- 4.1.4 Storage development to improve system reliability, efficiencies, and flexibility.
- 4.1.5 Project and program planning and development to solicit external funding.
- 4.1.6 Other meritorious projects or programs consistent with the purposes of this MOU.

**4.2 Communication and Coordination:** It is the intent of the Partners to meet on a monthly basis in order to carry out the purposes and goals of this MOU. The frequency and location of meetings are subject to the discretion of the Partners and may be changed when appropriate.

## 5. GENERAL PROVISIONS GOVERNING THE MOU

**5.1 Term:** The term of this MOU is indefinite. Any Partner may withdraw from the MOU by written notice given at least 45 days prior to the effective date.

**5.2 Construction of Terms:** This MOU is for the sole benefit of the Partners and shall not be construed as granting rights to any person other than the Partners or imposing obligations on a Partner to any person other than another Partner.

**5.3 Good Faith:** Each Partner shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of its terms.

**5.4 Rights of the Partners and Constituencies:** This MOU does not contemplate the Partner taking any action that would adversely affect the rights of any of the Partners; or adversely affect the customers or constituencies of any of the Partners.

**5.5** This document and participation in the IRWMP are non-binding, and in no way suggest that a Partner may not continue its own planning and undertake efforts to secure project funding from any source.

**5.6** Partner agencies will participate with the IRWMP in advisory capacities to assist with coordination and development of the IRWMP, at the discretion of each individual agency.

# Anza Borrego Desert Integrated Regional Water Management

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the day and year indicated on the first page of this MOU.

BORREGO WATER DISTRICT

COUNTY OF SAN DIEGO

\_\_\_\_\_  
Jerry Rolwing, General Manager

\_\_\_\_\_  
Eric Gibson, Director,  
Dept. of Planning and Land Use

RESOURCE CONSERVATION DISTRICT OF GREATER SANDIEGO COUNTY  
as approved at the meeting of the Board of Directors, \_\_\_\_\_, 2012:

\_\_\_\_\_  
Marty Leavitt, District Manager

\_\_\_\_\_  
Marilyn Huntamer, President



**RMC Water and Environment**  
 2001 N. Main St., Suite 400  
 Walnut Creek, CA 94596  
 (925) 627-4100

February 10, 2012  
 Project No: 0542-001.00  
 Invoice No: 13861

Jerry Rowling  
 806 Palm Canyon Drive  
 P.O. Box 1870  
 Borrego Springs, CA 92004

Project 0542-001.00 Borrego Water District - IRWM Planning Grant Application - Round 2  
**Professional Engineering Services from December 31, 2011 to January 27, 2012**

Task	01	Meetings/Workshops			
Labor			Hours	Rate	Amount
Project Engineer I					
Wang, Eric			2.00	165.00	330.00
Project Planner I					
Mohr, Crystal			6.00	155.00	930.00
Assistant Administrator					
Ochoa, Sandra			.50	95.00	47.50
		Totals	8.50		1,307.50
		<b>Total Labor</b>			<b>1,307.50</b>
<b>Total this Task</b>					<b>\$1,307.50</b>

Task	02	Prepare Planning Grant-Round 2 Proposal			
Labor			Hours	Rate	Amount
Project Manager II					
Prickett, Rosalyn			8.00	200.00	1,600.00
Project Engineer I					
Wang, Eric			2.00	165.00	330.00
Project Planner I					
Mohr, Crystal			22.50	155.00	3,487.50
		Totals	32.50		5,417.50
		<b>Total Labor</b>			<b>5,417.50</b>
<b>Total this Task</b>					<b>\$5,417.50</b>

Billing Limits	Current Billing	Prior Billing	To-Date Billing
Total Billings	6,725.00	44,416.66	51,141.66
Contract Amount			53,462.00
Budget Remaining			2,320.34

<b>Total this Invoice</b>	<b>\$6,725.00</b>
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Project 0542-001.00

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Invoice 13861

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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
13552	12/6/2011	5,501.95
13741	1/17/2012	13,042.92
<b>Total</b>		<b>18,544.87</b>

# Progress Report



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## Borrego Water District: IRWM Planning Grant – Round 2

**Subject:** Progress Report – December 2011

**Prepared for:** Jerry Rolwing, General Manager, Borrego Water District

**Prepared by:** Tom West, Project Manager

**Date:** February 10, 2012

**RMC Project No.:** 0542-001.00

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This progress report summarizes the work performed and project status from December 31, 2011 to January 27, 2012 for the IRWM Planning Grant – Round 2. The progress report outline is as follows:

- Work Performed
- Budget Status
- Schedule Status
- Other

### 1 Work Performed

The following tasks were completed during this reporting period:

- **Task 1: Meetings/Workshops**
  - Conducted Stakeholder Committee meeting on 1/10/2012, including agenda, and preparation of meeting notes.
  - Conduct Work Plan Workgroup meeting on 1/24/2012, including preparing agenda and comment matrix.
- **Task 2: Prepare Planning Grant-Round 2 Proposal**
  - Prepare draft Work Plan, Budget, and Schedule for review by the Work Plan Workgroup.
  - Prepare comment matrix and distribute to the Work Plan Workgroup.
  - Continued coordination with CCP (Dale Schafer), Wrieme/RMC (Ali Taghavi), and DWR (Brian Moniz) with regard to DWR's facilitation and technical support of ABD IRWM.
  - Incorporate comments on draft Work Plan.

Work planned for the next reporting period:

- **Task 1: Meetings/Workshops**
  - Stakeholders Committee meeting – February 14, 2012
- **Task 2: Prepare Planning Grant-Round 2 Proposal**

- Compile a complete grant application with all seven (7) attachments, and submit to the stakeholders for review.
- Receive and incorporate comments on the draft planning grant application.
- Coordinate with BWD to obtain final documents necessary for submittal of planning grant proposal, such as a MOU from the RWMG agencies.

## **2 Budget Status**

The total budget for this project was amended to \$53,462. Please see the attached worksheet for detail.

## **3 Schedule Status**

Work is progressing on schedule.

## **4 Other**

There are no other pending items at this time.

Application for Payment Invoice  
 IRWM Planning Grant - Round 2  
 Borrego Water District

OWNER  
 Borrego Water District  
 806 Palm Canyon Drive  
 Borrego Springs, CA 92004

ATTENTION  
 Jerry Rolwing, General Manager

BILLING SUMMARY

From Date: 12/31/2011  
 To Date: 1/27/2012

FROM  
 Tom West, Project Manager

Task No.	Description	BUDGETED AMOUNT	DUE THIS BILLING	AMOUNT PREVIOUSLY SPENT	AMOUNT BILLED TO DATE	FUNDS REMAINING	PERCENT EXPENDED
1	Planning Grant-Round 2 Proposal	\$ 53,462.00	\$ 6,725.00	\$ 44,416.66	\$ 51,141.66	\$ 2,320.34	96%
	<b>Total</b>	<b>\$ 53,462.00</b>	<b>\$ 6,725.00</b>	<b>\$ 44,416.66</b>	<b>\$ 51,141.66</b>	<b>\$ 2,320.34</b>	<b>96%</b>

Note: Contract amended from \$47,462 to \$53,462.

## Automated Meter Reading (AMR)

The board requested that the O&M committee analyze whether AMR would result in a reduction of district expenses.

The committee contacted software & meter vendors and representatives of the Las Padres & Hesperia Water Districts to gain relevant information.

### Estimated Cost

The estimated upfront cost to change the meters and install the transmission units including labor would be approximately \$300 per meter times 2,188 meters equals \$684,000. The useful life of the meters and transmission units is estimated at approximately 10 years.

### Yearly Estimate of Cost

Cost to borrow \$684,000 at 5% interest over 10 years (P&I)	\$70,000
Estimated yearly maintenance cost of the transmission units	15,000
Possible savings of one employee	(50,000)
Possible savings in meter replacement costs (O&M expense)	<u>(20,000)</u>
Total estimated yearly cost	<b>\$15,000</b>

### Conclusion

The cost of changing to AMR does not appear to result in any reduction of expenses. Also the district does not have \$684,000 or the ability to borrow that amount at this time.

### Recommendations

Do not install AMR at this time.

All new meters that are installed should be compatible with transmission units that are expected to be available in future years.

Prices for AMR have dropped by about 1/3<sup>rd</sup> over the last three years. Possibly review again in another two years.



# BORREGO WATER DISTRICT

February 2012

## WATER OPERATIONS REPORT

<u>WELL</u>	<u>TYPE</u>	<u>FLOW RATE</u>	<u>STATUS</u>	<u>COMMENT</u>
ID1-1	Irrigation	150	Standby	Backup well for Rams Hill Golf Course
ID1-2	Irrigation	150	Standby	Backup well for Rams Hill Golf Course
ID1-8	Production	350	In Use	
ID1-10	Production	300	In Use	
ID1-12	Production	950	In Use	
ID1-16	Production	950	In Use	
Wilcox	Production	150	In Use	Diesel backup well for ID-4
ID4-4	Production	350	In Use	
ID4-10	Production	80	In Use	
ID4-11	Production	1000	In Use	Diesel engine drive exercised monthly
ID4-18	Production	250	In Use	
ID5-5	Production	900	In Use	Diesel engine drive exercised monthly

**System Problems:** SCADA radio problems

## WASTEWATER OPERATIONS REPORT

Rams Hill Water Reclamation Plant serving ID-1, ID-2 and ID-5 Total Cap. 0.25 MGD (million gallons per day):

**Average flow:** 86571 (gallons per day)

**Peak flow:** 106566 gpd Saturday February 18th

All restaurant grease traps were clean.

**System Problems:** None.



# BORREGO WATER DISTRICT

## WATER PRODUCTION SUMMARY

February 2012

DATE	ID-1	ID-3	ID-4	ID-5	DISTRICT-WIDE TOTALS
Feb-11	74.20	9.32	109.79	8.68	201.99
-----	-----	-----	-----	-----	-----
Mar-11	58.59	7.84	93.55	8.57	168.55
Apr-11	109.04	11.86	111.39	16.08	248.37
May-11	107.04	13.94	137.00	21.15	279.13
Jun-11	70.10	14.25	123.58	17.21	225.14
Jul-11	70.47	15.98	136.64	17.81	240.90
Aug-11	56.10	16.67	165.82	22.17	260.76
Sep-11	39.01	15.88	131.35	14.81	201.05
Oct-11	34.11	13.61	143.26	20.58	211.56
Nov-11	30.48	11.67	130.27	11.60	184.02
Dec-11	14.63	11.22	83.50	3.12	112.47
Jan-12	14.14	9.99	93.09	3.60	120.82
Feb-12	15.96	9.75	99.64	4.60	129.95
<b>12 Mo. TOTAL</b>	<b>619.67</b>	<b>152.66</b>	<b>1449.09</b>	<b>161.30</b>	<b>2382.72</b>

*Totals reflect individual improvement district usage. Interties from ID-3 and ID-5 have been subtracted from well pumpage totals and applied to respective ID's. All figures in Acre Feet of water pumped or recorded on intertie meters.*

## WATER LOSS SUMMARY (%)

DATE	ID-1	ID-3	ID-4	ID-5	DISTRICT-WIDE AVERAGE
Feb-12	7.60	0.10	10.64	N/A	6.11
<b>12 Mo. Average</b>	<b>2.48</b>	<b>0.82</b>	<b>11.12</b>	<b>N/A</b>	<b>4.81</b>

BORREGO WATER DISTRICT  
 Water Production / Use Records  
 ID # 1  
 Month of February 2012

----- Water Production (Acre Feet) -----								
Date	Well 1	Well 2	Well 8	Well 10	Well 12	Well 16	Total	LessID3&4
=====	=====	=====	=====	=====	=====	=====	=====	=====
FEB'11	0.00	0.00	0.00	14.73	39.51	29.28	83.52	74.20
MAR'11	0.00	0.00	0.16	10.67	26.97	28.63	66.43	58.59
APR'11	0.00	0.00	0.00	37.56	32.95	50.39	120.90	109.04
MAY'11	0.00	0.00	0.18	20.87	52.92	47.01	120.98	107.04
JUN'11	0.00	0.00	0.19	8.14	41.35	34.67	84.35	70.10
JUL'11	0.00	0.00	0.07	11.42	35.99	38.97	86.45	70.47
AUG'11	0.00	0.00	1.59	3.85	41.01	26.32	72.77	56.10
SEP'11	0.00	0.00	0.00	0.00	38.01	16.88	54.89	39.01
OCT'11	0.00	0.00	0.00	4.52	33.18	10.02	47.72	34.11
NOV'11	0.00	0.00	0.00	11.98	30.17	0.00	42.15	30.48
DEC'11	0.00	0.00	0.00	11.21	14.27	0.37	25.85	14.63
JAN'12	0.00	0.00	0.00	10.81	13.22	0.10	24.13	14.14
FEB'12	0.00	0.00	0.00	10.06	15.31	0.34	25.71	15.96
TOTALS	0.00	0.00	2.19	141.09	375.35	253.70	772.33	619.67
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----- Water Use (Acre Feet) -----									
Date	Domestic	Irrigat'n	Constrt'n	Golf Course	ID 3	ID 4	Total	Water Loss	% Loss
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
FEB'11	8.99	12.35	0.00	51.33	9.32	0.00	81.99	1.53	1.83%
MAR'11	7.66	7.49	0.00	42.24	7.84	0.00	65.23	1.20	1.79%
APR'11	11.42	12.69	0.00	84.16	11.86	0.00	120.13	0.77	0.64%
MAY'11	12.25	15.56	0.00	78.08	13.94	0.00	119.83	1.15	0.95%
JUN'11	11.78	14.75	0.00	41.15	14.25	0.00	81.93	2.42	2.88%
JUL'11	14.71	16.18	0.00	39.19	15.98	0.00	86.06	0.39	0.46%
AUG'11	13.40	21.35	0.00	16.10	16.67	0.00	67.52	5.25	7.21%
SEP'11	12.93	23.54	0.00	0.00	15.88	0.00	52.35	2.54	4.61%
OCT'11	10.56	22.98	0.00	0.00	13.61	0.00	47.15	0.57	1.17%
NOV'11	10.61	17.75	0.00	0.00	11.67	0.00	40.03	2.12	5.04%
DEC'11	8.88	4.94	0.00	0.00	11.22	0.00	25.04	0.81	3.09%
JAN'12	7.35	4.97	0.00	0.00	9.99	0.00	22.31	1.82	7.60%
FEB'12	6.74	6.99	0.00	0.00	9.75	0.00	23.48	2.23	8.67%
TOTALS	128.29	169.19	0.00	300.92	152.66	0.00	751.06	21.27	2.75%
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BORREGO WATER DISTRICT  
 Water Production / Use Records  
 ID # 3  
 Month of February 2012

Date	La Casa del Zorro Total Acre Feet		Deep Well Trail / Others Acre Feet			Total Irrigat'n	Total Domestic	Total Acre Feet
	Irrigat'n	Domestic	Irrigat'n	Domestic	Total			
FEB'11	0.00	0.65	0.57	8.03	8.60	0.57	8.68	9.25
MAR'11	0.00	0.61	0.45	6.79	7.24	0.45	7.40	7.85
APR'11	0.00	0.69	0.66	10.40	11.06	0.66	11.09	11.75
MAY'11	0.00	0.72	1.29	11.96	13.25	1.29	12.68	13.97
JUN'11	0.00	0.68	1.66	11.66	13.32	1.66	12.34	14.00
JUL'11	0.00	0.65	1.60	13.63	15.23	1.60	14.28	15.88
AUG'11	0.00	0.69	2.45	13.31	15.76	2.45	14.00	16.45
SEP'11	0.00	0.69	1.44	13.48	14.92	1.44	14.17	15.61
OCT'11	0.00	0.72	1.35	11.36	12.71	1.35	12.08	13.43
NOV'11	0.00	0.67	1.09	9.17	10.26	1.09	9.84	10.93
DEC'11	0.00	0.68	0.69	10.51	11.20	0.69	11.19	11.88
JAN'12	0.00	0.65	0.78	8.55	9.33	0.78	9.20	9.98
FEB'12	0.00	0.64	1.65	7.94	9.59	1.65	8.58	10.23
TOTALS	0.00	8.09	15.11	128.76	143.87	15.11	136.85	151.96

Date	Water Produced Acre Feet	Water Delivered Acre Feet	Wtr Loss	% Loss
FEB'11	9.32	9.25	0.07	0.75%
MAR'11	7.84	7.85	-.01	-.13%
APR'11	11.86	11.75	0.11	0.93%
MAY'11	13.94	13.97	-.03	-.22%
JUN'11	14.25	14.00	0.25	1.75%
JUL'11	15.98	15.88	0.10	0.63%
AUG'11	16.67	16.45	0.22	1.32%
SEP'11	15.88	15.61	0.27	1.70%
OCT'11	13.61	13.43	0.18	1.32%
NOV'11	11.67	10.93	0.74	6.34%
DEC'11	11.22	11.88	-.66	-5.88%
JAN'12	9.99	9.98	0.01	0.10%
FEB'12	9.75	10.23	-.48	-4.92%
TOTALS	152.66	151.96	0.70	0.46%

BORREGO WATER DISTRICT  
 Water Production / Use Records  
 ID # 4  
 Month of February 2012

----- Water Production (Acre Feet) -----											
Date	Well 2	Well 3	Well 4	Well 5	Well 10	Well 11	Well 18	Wilcox	Well 85	Total	Less ID5
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
FEB'11	0.00	0.00	59.61	13.52	12.22	25.75	7.37	0.00	0.00	118.47	109.79
MAR'11	0.00	0.00	52.95	12.56	9.76	23.31	3.54	0.00	0.00	102.12	93.55
APR'11	0.00	0.00	55.03	17.90	10.56	39.41	4.44	0.13	0.00	127.47	111.39
MAY'11	0.00	0.00	61.63	26.75	12.22	49.97	7.46	0.12	0.00	158.15	137.00
JUN'11	0.00	0.00	52.61	23.50	10.02	49.34	5.10	0.22	0.00	140.79	123.58
JUL'11	0.00	0.00	44.98	23.97	10.17	69.69	5.05	0.59	0.00	154.45	136.64
AUG'11	0.00	0.00	57.82	31.32	11.85	79.87	6.34	0.79	0.00	187.99	165.82
SEP'11	0.00	0.00	50.27	23.27	9.38	58.06	4.92	0.26	0.00	146.16	131.35
OCT'11	0.00	0.00	55.29	25.88	10.53	67.11	5.03	0.00	0.00	163.84	143.26
NOV'11	0.00	0.00	40.36	16.18	11.47	69.54	4.30	0.02	0.00	141.87	130.27
DEC'11	0.00	0.00	12.46	5.25	9.83	56.02	3.06	0.00	0.00	86.62	83.50
JAN'12	0.00	0.00	5.30	5.59	10.57	71.03	4.20	0.00	0.00	96.69	93.09
FEB'12	0.00	0.00	17.01	6.63	11.49	65.00	4.01	0.10	0.00	104.24	99.64
TOTALS	0.00	0.00	505.71	218.80	127.85	698.35	57.45	2.23	0.00	1610.39	1449.09
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Date	Water Produced Acre Feet	Water Use Acre Feet	Wtr Loss	% Loss	ID 5 Acre Feet
=====	=====	=====	=====	=====	=====
FEB'11	118.47	97.28	21.19	17.89%	8.68
MAR'11	102.12	87.21	14.91	14.60%	8.57
APR'11	127.47	117.52	9.95	7.81%	16.08
MAY'11	158.15	142.96	15.19	9.60%	21.15
JUN'11	140.79	127.47	13.32	9.46%	17.21
JUL'11	154.45	136.20	18.25	11.82%	17.81
AUG'11	187.99	169.17	18.82	10.01%	22.17
SEP'11	146.16	132.34	13.82	9.46%	14.81
OCT'11	163.84	147.41	16.43	10.03%	20.58
NOV'11	141.87	121.56	20.31	14.32%	11.60
DEC'11	86.62	75.67	10.95	12.64%	3.12
JAN'12	96.69	80.73	15.96	16.51%	3.60
FEB'12	104.24	93.15	11.09	10.64%	4.60
TOTALS	1610.39	1431.39	179.00	11.12%	161.30
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