

**Borrego Water District Board of Directors
Regular Meeting
September 26, 2018 @ 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
 - 1. Special Meeting Minutes: July 17, 2018 (3-5)
 - 2. Regular Meeting Minutes: July 25, 2018 (6-9)
- F.** Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- G.** Comments from Directors

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

- A.** Borrego Water District
 - 1. Credit Card Payment Services for BWD Customers: Payment Services Network Inc. – K Pittman (10-14)
 - 2. Consideration of Contract with Dudek Engineering for Construction Management and related services on Well ID 4-4 Replacement – G Poole (15-38)
 - 3. Plans and Specifications and authorization to bid Double O and Frying Pan Pipeline Projects – C Beltran (39)
 - 4. CIP Construction Project Reporting Review – G Poole(40-42)
 - 5. Sunset Sewerline Acceptance – G Poole (43-45)
 - 6. Road Runner Farms Fallowing Proposal – G Poole (46-63)
 - 7. Response to Sun Article – L Brecht (64-67)
 - 8. Update on Proposition One Water and Wastewater Grant Applications – R Alexander (68-73)

AGENDA: September 26, 2018

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004

Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

- B. GSA: Borrego Springs Sub Basin
 - 1. Appointment of BWD Ratepayer Representative on Groundwater Sustainability Plan Advisory Committee – B Hart/J Tatusko (74-78)
 - 2. WQ Monitoring update on water quality monitoring network – G Poole (79-80)
 - 3. Risk and Vulnerability Assessment - Dr Jay Jones, Environmental Navigation Services, Inc. (81-101)

III. INFORMATIONAL ITEMS

- A. None

IV. STANDING AND AD-HOC BOARD COMMITTEE REPORTS

- A. STANDING:
 - 1. Operations and Infrastructure – Delahay & Tatusko
- B. AD-HOC:
 - 1. GSP Preparation – Hart & Brecht
 - 2. BWD Bond Financing – Brecht & Ehrlich
 - 3. Rams Hill Operating Agreement – Hart & Brecht
 - 4. Cyber Security – Ehrlich & Tatusko

V. STAFF REPORT

- A. Financial Reports: June 2018 & July 2018 (102-124)
- B. Water and Wastewater Operations Report: July 2018 (125-126)
- C. Water Production/Use Records: July 2018 (127-128)
- D. General Manager – To be distributed at board meeting (129)

VI. CLOSED SESSION:

- A. Conference with Legal Counsel - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (three (3) potential cases)
- B. Conference with legal counsel for Public Employee Performance Evaluation - Title: General Manager Employee Performance Review- pursuant to subdivision (d) (4) of Government Code Section (Government Code § 54957).

CLOSING PROCEDURE

- A. Suggested Items for Next/Future Agenda
- B. The next Meeting of the Board of Directors is scheduled for October 16, 2018 at the Borrego Water District

AGENDA: September 26, 2018

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004

Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

Borrego Water District Board of Directors
MINUTES
Special Meeting
July 18, 2018 @ 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 Brecht, Delahay
Absent: Secretary/Treasurer Tatusko, Ehrlich
Staff: Geoff Poole, General Manager
Greg Holloway, Operations Manager
Wendy Quinn, Recording Secretary
Public: Rebecca Falk Wendy Busara, Mesquite Trails
Michael Sadler, Doug Wilson, Mesquite Trails
Borrego Sun Dave Duncan, GSP Advisory
Brian Brady Committee
Rachel Ralston, LeSar (via tele-conference, Item III.B.2 only)

D. Approval of Agenda: **MSC: Brecht/Delahay approving the Agenda as amended (move Item III.A.2 to immediately following Section I).**

- E. Comments from the Public and Requests for Future Agenda Items: None
- F. Comments from Directors: None

III. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION

A. BORREGO WATER DISTRICT:

2. Mesquite Trails Ranch Request for Waiver of Sewer Fees. Geoff Poole reported that Mesquite Trails Ranch had requested a waiver of their sewer standby fees. They have paid \$4500 per month for several years. Doug Wilson of Mesquite Trails explained that he had received a tentative map extension through 2023 and was not requesting a refund. He would like to suspend further standby fee payments until at least half of the units have been completed. Greg Holloway explained that anyone with vacant property having access to the town center sewer pays standby fees to ensure access when they are ready to hook up. Director Brecht pointed out that Mesquite Trails had already paid nearly \$800,000 since 1994. Mr. Wilson agreed to provide President Hart with some legal references he had, and the issue will be referred to District counsel.

II. CLOSED SESSION

Conference with Legal Counsel – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 (two (2) potential cases): The Board adjourned to closed session at 9:20 a.m., and the open session reconvened at 10:05 a.m. There was no reportable action.

III. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION (Continued)

A. BORREGO WATER DISTRICT (Continued):

1. 2018 CIP Bond Financing Summary and Approval of Expenditures. *MSC:*

Brecht/Delahay approving the 2018 CIP Bond Financing Summary and Expenditures. Referring to Kim Pitman's statement in the Board package, the question arose as to why two checks were received, one for \$5,586,000 and one for \$68,707.13. Mr. Poole will find out.

3. Position of BWD Board on County of San Diego Property Specific Request Proposal. Director Brecht reported that he and Steve Anderson had drafted the proposed letter to the Board of Supervisors in the Board package. It is contemplated the District's previous letter to the Planning Commission will be attached. The letter explains that the PSR under consideration is not compatible with SGMA or the County (as part of the GSA). The Board agreed to send the letter.

4. Contracting and Purchasing Policy. *MSC: Brecht/Delahay approving the contracting and purchasing policy.*

B. GSA – BORREGO BASIN GROUNDWATER SUSTAINABILITY PLAN:

1. Description of GSP Reimbursables. Mr. Poole reported that the list of GSP reimbursables is 90 percent complete, and Jim Bennett has asked to review it. It should be ready for Board consideration of approval next week.

2. LeSar Update on Proposition One SDAC Grant Projects (Outreach and Socioeconomic Modeling). Mr. Poole reported that Rachel Ralston has been working with BWD staff and an ad hoc committee of the Advisory Committee on the public outreach component of the GSP, particularly underrepresented community members. Ms. Ralston joined the meeting via teleconference and invited the Board's attention to her written materials in the Board package. She thanked Mr. Poole and Esmeralda Garcia for their assistance. The final materials should be released in September, in English and Spanish. Ms. Ralston's efforts include framing technical information from the GSP into an understandable format so all community members may have an opportunity to provide input on AC management actions and other aspects of the GSP. In addition to a power point presentation for community meetings, she is preparing a brochure and flyer to be distributed door-to-door for those unable to attend meetings.

Ms. Ralston will attend the July 27 AC meeting. She referred to the FAQ section of her report, which will be expanded over time. She planned to put the documents on the BWD website, the Borrego Springs 92004 Facebook page, and hopefully a new BWD Facebook page. Discussion followed regarding her references to a required 75 percent reduction in water use under SGMA, whereas a previous estimate had been 70 percent. Director Brecht estimated it would be closer to 75 percent based on Dudek's calculations, but the exact amount is uncertain. He agreed to provide written comments to Mr. Poole.

Ms. Ralston reported that her community characteristics report should be out by the end of this week, providing demographic information. Information was provided by a public survey distributed with water bills and a survey of businesses. There was an 11.5 percent response, mostly in English, and Martha Deichler is working to obtain more responses from the Hispanic community. So far 70 percent of the respondents are retired, 30 percent volunteer, and 57 percent are willing to pay \$25 or less for monthly increases in water bills. Concerns included budgeting for those on fixed incomes, agriculture and golf paying a fair share of water costs, and water conservation.

Rebecca Falk recommended that it be made clear that each individual ratepayer does not have to reduce their water usage by 75 percent. President Hart suggested that she work with Michael Sadler on how best to explain this to the public. Mr. Poole pointed out that the issue is addressed in the first FAQ, but the answer needs to be revised.

IV. INFORMATIONAL ITEMS

A. BORREGO WATER DISTRICT:

1. BSD Proposition 218 RFP Notes. Director Brecht invited the Board’s attention to informational material in the Board package. President Hart noted that the District has used Raftelis in the past, and an RFP is not required.

B. GSA – BORREGO BASIN GROUNDWATER SUSTAINABILITY PLAN:

1. BWD Groundwater Sustainability Plan Advisory Committee Representative Report. Dave Duncan announced that he had filed to run for the BWD Board. President Hart added that Kathy Dice had also filed or was planning to. Mr. Duncan reported that he has been explaining to ratepayers that each individual will not have to reduce water usage by 70 to 75 percent under the GSP. This applies to pumpers, not consumers.

V. STAFF REPORT

A. General Manager: None

VI. CLOSED SESSION

Conference with legal counsel for Public Employee Performance Evaluation – Title: General Manager Employee Performance Review – pursuant to subdivision (d)(4) of Government Code Section (Government Code § 54957): The Board adjourned to closed session at 11:10 a.m., and the open session reconvened at 12:30 p.m.

VII. CLOSING PROCEDURE

A. Suggested Items for Next/Future Agenda: Items for the next Agenda will include Mesquite Trails, Andrea Roess from Taussig regarding County tax rolls, GSP reimbursables, and construction manager recommendations. Mr. Poole announced that next week’s AC meeting will be at the Borrego Springs Resort, July 26 at 10:00 a.m.

B. The next Meeting of the Board of Directors is scheduled for July 25, 2018 at the Borrego Water District: There being no further business, the Board adjourned at 12:30 p.m.

LEVYING STANDBY CHARGES AND/OR ACREAGE ASSESSMENTS TO DEFRAY THE COST OF OPERATIONS AND MAINTENANCE OF THE DISTRICT AND REQUESTING THE LEVY AND COLLECTION OF SAID STANDBY CHARGES AND/OR ACREAGE ASSESSMENTS ON AND WITHIN THE DISTRICT FOR THE FISCAL YEAR 2018-2019

c. **RESOLUTION NO. 2018-07-03**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, LEVYING STANDBY CHARGES AND/OR ACREAGE ASSESSMENTS TO DEFRAY THE COSTS OF OPERATIONS AND MAINTENANCE FOR IMPROVEMENT DISTRICT NO. 1 AND REQUESTING THE LEVY AND COLLECTION OF SAID STANDBY CHARGES AND/OR ACREAGE ASSESSMENTS ON CERTAIN LAND IMPROVEMENT DISTRICT NO. 1 FOR THE FISCAL YEAR 2018-2019

d. **RESOLUTION NO. 2018-07-04**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, LEVYING CHARGES AND/OR ACREAGE ASSESSMENTS TO DEFRAY THE COST OF PROVIDING PEST CONTROL SERVICES BY THE DISTRICT AND REQUESTING LEVY AND COLLECTION OF SAID CHARGES AND/OR ACREAGE ASSESSMENTS FOR THE FISCAL YEAR 2018-2019

f. **RESOLUTION NO. 2018-07-05**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, LEVYING STANDBY CHARGES AND/OR ACREAGE ASSESSMENTS TO DEFRAY THE COST OF OPERATING AND MAINTAINING THE WATER FACILITIES WITHIN IMPROVEMENT DISTRICT NO. 3 OF THE DISTRICT AND REQUESTING THE LEVY AND COLLECTION OF SAID STANDBY CHARGES AND/OR ACREAGE ASSESSMENTS FOR THE FISCAL YEAR 2018-2019

MSC: Brecht/Delahay adopting Resolution 2018-07-01, Resolution of the Board of Directors of the Borrego Water District Restating and Adopting a Statement of Investment Policy; Resolution No. 2018-07-02, Resolution of the Board of Directors of the Borrego Water District, San Diego County, California, Levying Standby Charges and/or Acreage Assessments to Defray the Cost of Operations and Maintenance of the District and Requesting the Levy and Collection of said Standby Charges and/or Acreage Assessments on Land Within the District for the Fiscal Year 2018-2019; Resolution No. 2018-07-03, Resolution of the Board of Directors of the Borrego Water District, San Diego County, California, Levying Standby Charges and/or Acreage Assessments to Defray the Costs of Operations and Maintenance for Improvement District No. 1 and requesting the Levy and Collection of said Standby Charges and/or Acreage Assessments on Certain Land Improvement District No 1 for the Fiscal Year 2018-2019; Resolution No. 2018-07-04, Resolution of the Board of Directors of the Borrego Water District, San Diego County, California, Levying Charges and/or Acreage Assessments to Defray the Cost of Providing Pest Control Services by the District and Requesting Levy and Collection of said Charges and/or Acreage Assessments for the Fiscal Year 2018-2019; and

Resolution No. 2018-07-05, Resolution of the Board of Directors of the Borrego Water District, San Diego County, California, Levying Standby Charges and/or Acreage Assessments to Defray the Cost of Operating and Maintaining the Water Facilities Within Improvement District No. 3 of the District and Requesting the Levy and Collection of said Standby Charges and/or Acreage Assessments for the Fiscal Year 2018-2019. The motion was adopted by unanimous roll call vote of those present.

f. **RESOLUTION NO. 2018-07-06**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2017A OF THE BORREGO WATER DISTRICT AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2017-1 FOR THE FISCAL YEAR 2018-2019

g. **RESOLUTION NO. 2018-07-07**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2017B OF THE BORREGO WATER DISTRICT AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2007-1 FOR THE FISCAL YEAR 2018-2019

Ms. Roess referred to the refunding of bonds by the District last year, 88 homes in Community Facilities District No. 2007-1 and undeveloped property in Community Facilities District No. 2017-1. The taxes are now current. ***MSC: Brecht/Delahay adopting Resolution No. 2018-07-06, Resolution of the Board of Directors of the Borrego Water District Acting as the Legislative Body of Community Facilities District No. 2017A of the Borrego Water District Authorizing the Levy of Special Taxes Within Community Facilities District No. 2017-1 for the Fiscal Year 2018-2019; and Resolution No. 2018-07-07, Resolution of the Board of Directors of the Borrego Water District Acting as the Legislative Body of Community Facilities District No. 2017B of the Borrego Water District Authorizing the Levy of Special Taxes Within Community Facilities District No. 2007-1 for the Fiscal Year 2018-2019. The motion was adopted by unanimous roll call vote of those present.***

3. BWD 2018-19 Staff Goals and Objectives. Mr. Poole summarized his goals and objectives for 2018-19, included in the Board package. They included plans for operations, budget/finance, GSP, and grants/bonds/public initiatives. He promised to provide periodic status reports on each item. Director Brecht requested the addition of monthly written Manager's Reports, a study of repair and rehabilitation of the treatment plant versus new package plants, and investigation of low cost debt.

Discussion followed regarding the State grant for Meagan Wylie's services as AC facilitator. Ten thousand dollars are unaccounted for. Mr. Poole will follow up. Director Brecht asked that a grant status report be included on each Agenda.

4. Construction Management Consultant Selection. Mr. Poole reported that three responses were received to the RFP/Q for construction management services. He, Greg Holloway and Directors Brecht and Delahay reviewed them and conducted telephone interviews. Mr. Poole explained that there are two types of projects, pipelines and wells. The Committee felt Dynamic Engineering was best qualified for the pipelines and will have the necessary documents ready for the next meeting. They will continue to talk to Dudek and IEC about the wells and make a recommendation to the Board at its next meeting. ***MSC: Brecht/Delahay awarding the construction management contract for water and sewer pipelines to Dynamic Engineering as***

part of the bond-financed CIP and authorizing staff to prepare the necessary documents. Mr. Holloway noted that he would also like Dynamic to do a survey for new well sites.

B. GSA: Borrego Springs Subbasin:

1. GSP Costs to Date and Reimbursables. Mr. Poole invited the Board's attention to a list of GSP costs and reimbursables in the Board package, totaling over \$6 million. A more detailed list is in progress.

III. INFORMATIONAL ITEMS

None

IV. STANDING AND AD-HOC BOARD COMMITTEE REPORTS

A. Standing:

1. Operations and Infrastructure. The Committee had been working primarily on the construction management RFP.

B. Ad-Hoc:

1. GSP Preparation. President Hart reported that the AC would meet tomorrow at the Borrego Springs Resort.

2. BWD Bond Financing. This Committee will be deleted.

3. Rams Hill Operating Agreement. Mr. Poole hoped to schedule a meeting soon.

4. 2018 Water Bond Proceeds. Mr. Poole reported that the bond writers were looking for money for marketing.

5. Cyber Security. Mr. Poole reported that a security door had been installed. Mr. Holloway reported that Travis Parker, information technology consultant, is investigating a third party review of the District's vulnerability. Mr. Parker installed the existing firewall.

V. STAFF REPORTS

A. Financial Reports, May 2018: President Hart offered to answer questions.

B. Water and Wastewater Operations Report, May 2018 and June 2018: The Water and Wastewater Operations Report was included in the Board package.

C. Water Production/Use Records, May 2018 and June 2018: The Water Production/Use Records were included in the Board package.

D. General Manager: Mr. Poole reported that AT&T had selected a new location for their proposed cell tower. He will discuss it with Cathy Milkey of Rams Hill. Ms. Milkey expressed her preference for the "back side," so as not to obstruct the view.

VI. CLOSED SESSION

A. Conference with Legal Counsel – Significant exposure to litigation pursuant to Government Code paragraph (2) of subdivision (d) of Section 54956.9 (two (2) potential cases): The Board adjourned to closed session at 10:00 a.m., and the open session reconvened at 11:45 a.m. There was no reportable action.

VII. CLOSING PROCEDURE

A. Suggested Items for Next/Future Agenda: Items for the next Agenda were discussed previously.

B. The next Meeting of the Board of Directors is scheduled for September 18, 2018 at the Borrego Water District Office. There being no further business, the Board adjourned at 11:45 a.m.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
September 26, 2018

Agenda Bill Item II.A.1

September 20, 2018

TO: Board of Directors
FROM: Kim Pitman, Administration Manager
SUBJECT: Proposal for services from Payment Services Network Inc.

RECOMMENDED ACTION

Review and Approve the purchase of Payment Services Network, Inc. an eServices payment processing, billing, and customer communication program.

ITEM EXPLANATION

Justin Dull National Account Representative - Computer Program for online payments for BWD Customer.

FISCAL IMPACT

Varying on Services purchased

ATTACHMENTS

Proposal from Payment Services Network Inc.



Payment Service Network, Inc.

Simplifying your customer's life and your business day

Pricing Proposal for Borrego Water District, CA

Payment Service Network, Inc.
2901 International Lane
Madison Wisconsin 53704

www.PaymentServiceNetwork.com

VOICE 866.917.7368

FAX 608.442.5116

Justin Dull

DIRECT 608-442-5071

jdull@PaymentServiceNetwork.com



Thank you for allowing me to submit this proposal. Payment Service Network (PSN) provides a vast range of eServices for payment processing, billing and customer communication. After discussing your needs, I have developed the following proposal of services. Please let me know if there is any additional information you require. The staff at PSN looks forward to providing you with personalized service.

This proposal quotes costs for the services that are marked below. If you would like quotes on any additional services, please let me know.

PAYMENT METHODS

Included	Not Included	
√		Credit and Debit Card Payments
√		Checking and Savings Payments
	√	Cash and Money Orders

PAYMENT CHANNELS

Included	Not Included	
√		Online
√		Customer Mobile App*
√		Field Payment App*
√		Virtual Terminal (any Internet-connected device)*
√		Automated Phone (IVR) and PSN Call Center
√		Text
√		Credit Card Terminal
√		Backoffice Auto-Pay (recurring set up by staff)
√		Customers' Banks' Bill Payment System
	√	Cash Payment Locations Arranged by PSN
	√	Paper Check Scanning (Check 21)

**Come standard with Online payment services*

ADDITIONAL SERVICES

Included	Not Included	
√		Web Customization
√		Data Sharing (System Integration)
√		eBills
	√	Customized Mobile App
	√	Customized Automated Phone (IVR)
	√	Outbound Auto-Call Messaging
	√	Lockbox Processing

Implementation and Service Fees

Following are non-transactional fees which are either one-time, monthly or annual costs. If you need additional information on these costs, please let me know.

Service Implementation Fee Includes, as applicable: Implementation Team • Training • Online Portal Setup • Standard Customer & Field Payment App Setups • Text Payment Setup • IVR Setup • PSN Call Center Training Specific to Your Account • Merchant Application Processing • eBill Design • Marketing Support	One-time fee	WAIVED
Data Sharing/Integration Includes, as applicable: Integration Specialist • Creating Specifications • Developing Interface • Coordination with Your Software Supplier • Testing • Training NOTE: Check with your software provider for their fees, if any	One-time fee	INCLUDED
Website Customization Fee Includes: Development of Web Portal with Your Logo	One-time fee	\$50 OPTIONAL SERVICE
Support, Maintenance Fee Includes, as applicable: Online Portal, Standard Customer Mobile App, Field Payment App, IVR System Upgrades and Maintenance • Call Center Support for Your Customers • Email Notifications to Payers and Staff • Service Account Manager for Your Staff • Interface/Integration Support (Storage and Maintenance of Customer Data) • Reports • Online Account Management Center • System and Account Monitoring (24/7) • And More	Monthly fee per account NOTE: If PSN eBills are used, this fee is waived.	\$0.00 ONLINE + MOBILE + TEXT + IVR + LIVE REPS + VIRTUAL PORTAL
eBill Fee Includes: Creation of PDF eBills • Posting Online • Archiving for 24 Months • Email Notifications (Includes “Ready to View,” “Coming Due” and “Past Due,” as Applicable)	Monthly fee NOTE: If PSN eBills are used, the Support, Maintenance fee is waived	\$49.95 OPTIONAL SERVICE
PCI Security Compliance Fee Includes: Required PCI Certification • Compliance with Credit Card Security Requirements • Auditing	Annual fee (one fee regardless of number of accounts)	\$89

Equipment Cost

Credit Card Swipe Terminal Includes: Terminal • Setup • Shipping	One-time cost per terminal	\$250 OPTIONAL SERVICE
Mobile Swipe Device Includes: Terminal • Setup • Shipping	One-time cost per device	\$150 OPTIONAL SERVICE

Transaction Fees

To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

Fees Paid by Your Customers

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card</i>
Online • Mobile • Virtual • Text • Swipe/Scan • Automated Phone (IVR) • PSN Call Center • Field	\$1.00	2.75% (+50¢ if under \$100)*

**Credit cards include your choice of VISA, MasterCard, Discover, and American Express*

NOTE: A \$15 fee is charged to you for any disputed credit/debit card.

Your customers will be charged a \$35 NSF fee.

Other OPTIONAL Services

You can also convert time-consuming traditional payments to ePayments through PSN. These payments can automatically post to your software, if integrated. You would pay these fees.

<i>Conversion Methods</i>	<i>Fee</i>
Bank Bill Payment Paper Checks to ePayments*	35¢ OPTIONAL SERVICE

**Your utility company must qualify for these services*

PSN can also provide ancillary services.

<i>Services</i>	<i>Fee</i>
Outbound Auto-Call Messaging	15¢ per minute/2 minute minimum/only charged for answered calls OPTIONAL SERVICE

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – JULY 25, 2018
AGENDA BILL 2.A.2

September 20, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Consideration of Contract with Dudek Engineering for Construction Management and related services on Well ID 4-4 Replacement – G Poole

RECOMMENDED ACTION:

Approve attached Contract with Dudek

ITEM EXPLANATION:

As a follow up to the September 18th Board Meeting, staff has been directed to completed a new Contract with Dudek Engineering and return for Board approval. The attached Contract has been developed for this purpose.

FISCAL IMPACT

The not to exceed amount is \$148,040. Cost savings are expected due to the use of BWD personnel in many of the activities specified in the Proposal

ATTACHMENTS

1. Proposed Contract and SOW
2. Final Well Siting Report – Attached to Email.

BORREGO WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 26th day of September, 2018 by and between the Borrego Water District, a California municipal water district, with its principal place of business at 806 Palm Canyon Drive, Borrego Springs, CA 92004 (“District”) and Dudek Engineers, Incorporated, a California corporation with its principal place of business at 605 3rd Ave, Encinitas CA 92024 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing project oversight, coordination, development of plans and specifications, bidding assistance and construction management, as needed services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for BWD Well Replacement Project ID# 4-4 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from August 1, 2018 thru July 31, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established

schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with a mutually agreeable Schedule of Services to be developed by both Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$148,040 without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be

employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement are is Carlos Beltran, Dudek Consulting Engineers.

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

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole

responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

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

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall

indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. District hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

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

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Consultant's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

3.6.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section, in a form and with insurance companies acceptable to District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.6.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give District, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from District’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

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

(C) Workers' Compensation and Employers Liability

Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to District, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before District's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured

Endorsement to District at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement. District may require Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither District nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. If District does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its directors, officials, officers, employees and agents; or, (2) Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.

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

3.6.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property

embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom Consultant is legally responsible or liable, or anyone approved by Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

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

DISTRICT:

Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004
Attn: Geoff Poole

CONSULTANT:

Carlos Beltran, Dudek Consulting En
2415 Imperial Bus Park Dr # B
Imperial, CA 92251

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

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.10.4 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

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

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

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

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

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

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

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

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

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

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

3.10.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**SIGNATURE PAGE
TO
BORREGO WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

BORREGO WATER DISTRICT

**DUDEK CONSULTING ENGINEERS,
INCORPORATED**

By: _____

By: _____

(Authorized Representative of
Vendor)

Printed Name: Geoff Poole

Printed Name: _____

Title: General Manager

Title: _____

Dated: _____

Dated: _____

September 14, 2018

Mr. Geoff Poole
General Manager
Borrego Water District
806 Palm Canyon Dr.
Borrego Springs, CA 92004
(Submitted via e-mail: geoff@borregowd.org)

Subject: Proposed Scope of Work and Fee to Provide Construction Management Associated with Installation of a New Production Well.

Dear Mr. Poole:

Dudek is pleased to present this proposed scope of work and fee to the Borrego Water District (District) to provide support during the installation of a new production well near existing District Well 4.

Scope of Work

Dudek will assist the District with preparation, review, and submittal of a bid package with detailed specifications for all work to be performed during installation of the new production well. During the drilling, construction, and well development process, Dudek will provide hydrogeologic construction management support to oversee and document key information needed to design the well, materials used, and to assure quality performance of the contractor. Dudek will make sure that drillers follow the technical specifications for well construction and document any deviations. To document daily project activities, we will utilize our proprietary Web application to provide daily email updates. The updates will outline contractor staff on site, a summary of the daily tasks completed, and photographs documenting the site conditions. This work will be completed in coordination with the District staff and will supervise the contractor 24 hours per day and 7 days per week.

Services provided will included, but are not limited to:

- Assist the District with development and review of a bid package to be used to secure a drilling contractor;
- Document drilling, construction and testing of the well;
- Review all data collected and inspect all material used during well construction to ensure it meets all specifications;
- Collect samples, conduct, consult, and report on analyses required for the successful completion of the well;
- Produce, present, revise (if necessary), and supply to the contractor a final design of the well based on conditions encountered during drilling, initial testing, and District feedback;
- Design and implement, with District concurrence, well development and pump testing procedures;
- Provide well construction report; and
- Provide permitting assistance and submit DWSAP, if necessary.

Project Schedule.

Dudek will provide a revised project schedule after the kickoff meeting based on the drilling contractors start time. Project schedule will be revised as necessary based on Contractor progress.

Project Submittals and Requests for Information.

Dudek will respond to contractor project submittals and requests for information (RFIs).

Meetings. Meetings will include, but not be limited to:

- **Kickoff.** This will take place prior to construction.
- **Final Design.** This meeting will include review of borehole lithology, geophysical logs, and zone test analytical data.
- **As-needed drilling and construction meetings.** Up to five (3) as-needed meetings have been scheduled. Dudek has also scheduled a meeting to review borehole data, discuss with the District, and select zone test depths.

Tasks

Specific tasks and subtasks for the new municipal groundwater production well will include the following:

Notice to Proceed and Kickoff.

Upon receiving the notice to proceed, Dudek will hold a kickoff meeting with District staff.

Assist with Bid Package and Well Permitting.

Dudek labor to assist with preparing the bid package and specifications that will be sent out to drilling contractors and be used to direct all work during well construction activities. Dudek will provide a draft bid package for District review, address all comments and finalize prior to submitting the bid package. Dudek understands that the District will select the drilling contractor and contract directly with the drilling contractor; therefore, those costs are not included in this proposal. In addition, this proposal includes costs to secure a well permit application for the new production well, per County requirements.

Drilling Contractor Mobilization to Site.

Dudek will work with District staff and the drilling contractor to locate all of the site-required drilling equipment, including drill rig, pipe truck, mud tank, settling tanks, and a field office. Any additional pre-drilling requirements not performed by the drilling subcontractor will be addressed by Dudek, per District's request. Dudek will confirm the location of the wellhead with the District's land surveyor prior to Contractor mobilization.

Conductor Casing Installation.

Dudek and District staff will oversee installation of the conductor casing and sanitary seal prior to commencement of pilot hole drilling.

Drilling Operations Observation.

Dudek and District staff will observe and document pilot borehole drilling operations. This will include, but not be limited to producing a visual lithological log, observing downhole geophysical logs, documenting drilling mud characteristics, borehole deviation measurements, field observations, and progress reporting. It is assumed the District staff will provide 24/7 staffing during this phase of well installation. Dudek recommends having a Professional Geologist on site 8 hours per day during the pilot borehole drilling operations and for the geophysical logs. Dudek staff will also be available to cover shifts for District staff as necessary.

Aquifer-Specific Zone Sampling and Oversight.

Dudek will provide review and recommendations for the number and depths of individual isolation zone tests to the District after analysis of the visual lithologic log, downhole geophysical logs, and other District supplied information. Dudek will provide recommendations on the analytical tests to be performed for the aquifer-specific zone samples. Dudek will provide oversight of the aquifer-specific zone sampling including the zone tool and zone seal installation, zone purging, and water quality sampling at each interval. A water quality meter will be used to document parameters such as pH, electrical conductivity (EC), and turbidity during zone testing. Dudek will provide the zone samples to the District designated certified laboratory. When lab reports are available, Dudek will provide any recommended changes in the well design based on these results. Dudek assumes that there will be up to three (3) aquifer specific zone samples.

Sample Analysis and Final Design Recommendation.

Dudek will select up to 10 drill cuttings samples for analysis, analyze and summarize the data, and use the results with those obtained from the aquifer specific zone sampling to make final well design recommendations to the District. Dudek will document the color, texture, and soil type per the Unified Soil Classification System. District staff and Dudek will collect a 1-quart size sample at each 100-foot interval or a change in the formation. The samples will be sent to a certified laboratory for a laser sieve analysis. Dudek will present the final design to the District with a schedule of materials within the time allowed in the District's drilling contract specification. Dudek revisions may include, but are not limited to, screen interval placement, screen openings sizes, filter/gravel pack size, final depth, and the placement of annular seals.

Borehole Reaming and Caliper Log.

Dudek will make observations during the reaming of the borehole and caliper log of the final reamed borehole. Following the pilot hole drilling, Dudek will prepare a detailed stratigraphic log of the geologic materials. Dudek field personnel will pay close attention to borehole mud properties, especially when the ream drilling pass traverses the targeted well screen depths. Each day, an email detailing daily activities will be sent to the project team. This email will include the field observations of the borehole reaming for that day. At the District's request, it is assumed Dudek will be on site 8 hours per day during

reaming and District staff will manage the remaining hours on site each day. This proposal reflects that level of effort.

Well Construction.

Dudek will oversee well construction, facilitating construction to all specifications. Casing will be inspected when delivered to verify casing metal alloy, diameter, wall thickness, screen and blank lengths, slot size, welding collars and squareness of casing ends. As casing is installed, Dudek will verify that screen/blank sections are assembled in order according to final design. During filter pack placement, Dudek will verify that volume placed in well is in appropriate concordance with results of borehole caliper survey.

When cement annular seals are placed, Dudek will obtain copies of cement load tickets, verify correct mix design on cement load tickets, and verify as possible that volume pumped is in concordance with annular volume as determined from borehole caliper survey.

Mechanical Well Development.

District staff and Dudek will be on site to observe the well development procedures to verify they are completed per the District and contractor technical specifications, as mechanical well development is one of the most critical factors for thorough development and optimal well production. A water quality meter will be used during development activities to document pH, EC, and turbidity. Dudek will be on site 8 hours per day during mechanical well development and District staff will manage the remaining hours on site each day.

Pumping and Surging Well Development.

Dudek will take appropriate measurements and maintain records of turbine pump surge development. This will include water levels, drawdowns, specific capacity, turbidity as detected with Imhoff Cone and turbidity meter, sand content with Roscoe Moss "Rossum" sand tester, electrical conductance (EC), and other measurements as needed. Dudek will be on site 8 hours per day during mechanical well development and District staff will manage the remaining hours on site each day.

Well Testing.

Dudek will supervise and record water levels during the 12-hour step drawdown test, 48-hour constant rate test (minimum 24-hour recovery period before constant rate pump test), plus a minimum of 24-hour recovery after constant rate pumping ends. Dudek will monitor water quality parameters during pump testing using a water quality meter.

Final Well Alignment and Video Log.

District staff and Dudek will provide oversight of final well alignment survey, and the final borehole video inspection log.

Well Disinfection.

District staff and Dudek will provide oversight of well disinfection and assure Drilling Contractor specifications for chlorine concentration, placement, contact time, and neutralization are met.

Well Completion Report.

Dudek will prepare a draft report for the District's review and comment prior to finalization of the report, documenting all activities, testing, investigations, and findings during drilling and testing of the well consistent in content and containing similar information, at a minimum.

Permitting Assistance and DWSAP Submittal.

Dudek will provide permitting assistance in the form of documentation gathered and/or generated during fieldwork (i.e., lithological logs, field notes, bills of lading, etc.), photos of site and equipment, calculation sheets, and representative drill cuttings, and will also prepare and submit draft and final reports; and DWSAP.

Fee Summary

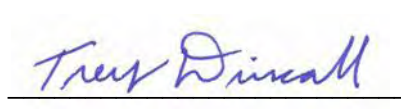
A total Dudek labor fee of \$139,890.00 plus direct costs of \$8,150.00 for a total project fee of **\$148,040.00** is proposed to complete the scope of work outlined above. Table 1 provides a cost break-down by task. All work will be billed in accordance with our 2018 Standard Schedule of Charges. The contract amount reflected above shall not be exceeded unless authorization is received from the District via a contract amendment process.

Please feel free to contact Trey Driscoll at (760) 415-1425 if you have any questions.

Sincerely,



Kayvan Ilkhanipour, PG No. 8461, CHG No. 948
Senior Hydrogeologist



Trey Driscoll, PG No. 8511, CHG No. 936
Principal Hydrogeologist

Table I. New Production Well Construction Management Fee

Task	Construction Management and Testing Services	Project Team Role:	PM - Principal Hydrogeologist	Senior Hydrogeologist	Project Hydrogeologist	Project Hydrogeologist	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS*	TOTAL FEE
		Team Member:	Driscoll	Ilkhanipour	Rentz	McManus				
		Billable Rate :	\$240	\$225	\$180	\$120				
1	Project Management Services (Includes weekly status reports during drilling, shift change emails, changes in drilling status, and invoices)	20	40	20	8	88	\$ 18,360	\$ -	\$ 18,360	
2	Anticipated Project Schedule		4			4	\$ 900	\$ -	\$ 900	
3	Response to Project Submittals and RFIs	4	12			16	\$ 3,660	\$ -	\$ 3,660	
4	Kick-off meeting		8	8		16	\$ 3,240	\$ 100	\$ 3,340	
	Final design Meeting	4	4	4		12	\$ 2,580	\$ 100	\$ 2,680	
	Up to 3 "as needed" drilling and construction meetings	8	12	12		32	\$ 6,780	\$ 300	\$ 7,080	
5	Assist with Bid Package and Well Permitting	4	12	36	8	60	\$ 11,100	\$ 300	\$ 11,400	
6	Mobilization to and from the site			8		8	\$ 1,440	\$ 200	\$ 1,640	
7	Conductor Casing Installation			16		16	\$ 2,880	\$ 200	\$ 3,080	
8	Observe and document pilot hole drilling operations (8 hours per day for 5 days plus travel)	2	2	44		48	\$ 8,850	\$ 1,100	\$ 9,950	
9	Selection of samples for analysis		2	6		8	\$ 1,530	\$ -	\$ 1,530	
10	Review elogs and recommend zone test intervals	2	6	4		12	\$ 2,550	\$ -	\$ 2,550	
	Aquifer specific zone sampling and oversite (assumes three)	2	2	36	36	76	\$ 11,730	\$ 900	\$ 12,630	
	Sample Analysis and Final Design Recommendations	8	8	12		28	\$ 5,880	\$ -	\$ 5,880	
11	Borehole reaming and caliper log (assumes 8 hours /day for 4 days plus travel)				36	36	\$ 4,320	\$ 900	\$ 5,220	
12	Well construction		2	24	24	50	\$ 7,650	\$ 700	\$ 8,350	
13	Mechanical well development		6	36	36	78	\$ 12,150	\$ 700	\$ 12,850	
14	Pumping and surging well development			12	12	24	\$ 3,600	\$ 700	\$ 4,300	
15	Well testing	2	4	16	16	38	\$ 6,180	\$ 1,250	\$ 7,430	
16	Oversight of final well alignment and video log				10	10	\$ 1,200	\$ 300	\$ 1,500	
17	Oversight of well disinfection			2	16	18	\$ 2,280	\$ 200	\$ 2,480	
18	Preparation of draft well completion report	2	6	36	8	52	\$ 9,270	\$ 200	\$ 9,470	
19	Provide permitting assistance and submittal of DWSAP	2	8	20		30	\$ 5,880	\$ -	\$ 5,880	
20	Project Submittals	8	8	12		28	\$ 5,880	\$ -	\$ 5,880	
	Total Hours	68	146	364	210	788	\$ 139,890	\$ 8,150	\$ 148,040	
	Total		\$ 16,320	\$ 32,850	\$ 65,520	\$ 25,200	\$ 139,890	\$ 8,150	\$ 148,040	

*Travel Costs, miles, meal, well permit fees, water quality meter

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – SEPTEMBER 26, 2018
AGENDA BILL 2.A.3

September 20, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Plans and Specifications and authorization to bid Double O and Frying Pan Pipeline Projects
– C Beltran

RECOMMENDED ACTION:

Accept Plans and Specification and Authorize Staff to Initiate Bidding Process

ITEM EXPLANATION:

Dynamic Engineering is in the process of completing the Plans and Specifications for the Phase One of the Water and Sewerline Projects and will present the documents to the Board at the meeting on Sept 26th. Staff will also be requesting authorization to bid the projects together.

FISCAL IMPACT

The construction cost estimates for the two projects is \$262,000

ATTACHMENTS –

None at this time. Plans and Specifications in final stages of development and will be presented to the Board on Sept 26

BORREGO WATER DISTRICT
 BOARD OF DIRECTORS MEETING – SEPTEMBER 26, 2018
 AGENDA BILL 2.A.4

September 20, 2018

TO: Board of Directors, Borrego Water District
 FROM: Geoff Poole, GM
 SUBJECT: CIP Construction Projects and Reporting Review

RECOMMENDED ACTION:

Review proposed Construction Update forms and receive staff report on cost estimates

ITEM EXPLANATION:

Based on the attached forms suggested by Director Tatsko, staff is proposing it as well as the summary page suggested by Director Delahay. Staff is requesting Board input and direction on the form structure and content.

As a follow up to the September 18th meeting, staff has examined the CIP list presented and confirmed the projects and dollar amounts match (\$2,451,300) the original bond estimated construction costs.

PROJECT	AMOUNT
Project #7: Transmission Main from Well 16 to ID1 900 Reservoir	\$112,000
Project #16: Sewer Force main Replacement & American Legion Lateral	150,000
Project #27: Frying Pan Road, N and S of T Anchor Drive (Phase 1)	165,000
Project #30: Pipeline for Santiago and ID5 (Phase 1)	110,000
Project #8: Well 5 water directly to C.C. Reservoir (Phase 1)	120,000
Project #10: Slash M Rd. west to Country Club Tank	175,700
Project #15: Sewer main Replacement at Club Circle (Phase 1)	200,000
Project #27: Frying Pan Road, N and S of T Anchor Drive (Phase 2)	83,000
Project #30: Pipeline for Santiago and ID5 – (Phase 2)	104,000
Project #8: Well 5 water directly to C.C. Reservoir (Phase 2)	151,000
Project #23: B. S. Rd, Walking H Drive to Country Club Road (Phase 1)	205,000
Project #24: B. S. Rd, Walking H Drive to Country Club Road (Phase 2)	205,000
Project #28: Double O Road, N and S of T Anchor Dr	313,600
Project #29: BS Rd, Weather Vane Drive to Barrel Dr	105,000
Project #31: De Anza Dr. 1600 block west from Yaqui Road	<u>252,000</u>
 PIPELINE SUB TOTAL	 \$2,451,300
2 Replacement Wells	<u>3,000,000</u>
BOND PROCEEDS TOTAL	\$5,451,300

ATTACHMENT

Suggested CIP Construction Reporting Forms – ATTACHED TO EMAIL

PROJECT OVERVIEW

Date _____

<u>ENGINEERING</u>	<u>RFP A/R</u>	<u>SCHEDULING</u>	<u>CONSTRUCTION</u>	<u>FINAL INSPECTION</u>	<u>IN SERVICE</u>	<u>PROJECT NUMBER</u>	<u>COMMENTS:</u>
						PROJECT #7	
						PROJECT #16	
						PROJECT #27	
						PROJECT #30 P1	
						PROJECT #8 P1	
						PROJECT #10	
						PROJECT #15	
						PROJECT #27	
						PROJECT #30 P12	
						PROJECT #8 P2	
						PROJECT #23 P1	
						PROJECT #24 P2	
						PROJECT #28	
						PROJECT #29	
						PROJECT #29	
						PROJECT #31	

BWD MONTHLY PROJECT SUMMARY

PROJECT# _____

PROJECT DESCRIPTION:

PROJECT MILESTONE TRACKING:

ENGINEERING						
RFP A/R						
SCHEDULING						
CONSTRUCTION						
FINAL INSPECTION						
IN SERVICE						
	0%	20%	40%	60%	80%	100%

COMMENTS: delays, budget, etc.

TARGET MILESTONE DATES:

ENGINEERING: _____
CONTRACT REVIEW: _____
PROJECT START: _____
COMPLETION: _____
FINAL INSPECTION: _____
FINAL CAD UPDATE: _____
IN SERVICE: _____

PROJECT BUDGET REPORT:

ENGINEERING: _____
BWD HOURS: _____
OUTSIDE SERVICES: _____
TESTING: _____

BWD IN HOUSE / OUTSIDE SERVICE

FINANCE AMOUNTS:

BOND: \$ _____
GRANT: \$ _____
OTHER: \$ _____

NEW USEFUL LIFE
ESTIMATE _____ YEARS

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – SEPTEMBER 26, 2018
AGENDA BILL 2.A.5

September 20, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Sunset Sewerline Acceptance – G Poole

RECOMMENDED ACTION:

Accept Sewer Improvements Constructed for Library/Park/Sheriff

ITEM EXPLANATION:

Construction has concluded on the Sunset Drive Sewerline extension. All improvements were built to BWD standards and passed inspections during and at the end of the process.

FISCAL IMPACT

The project construction and BWD inspection was funded by Bill Wright

ATTACHMENTS

Acceptance documents created by Legal Counsel

No recording fees required per
Government Code Section 27383

Recording requested by and when
recorded mail to:

Borrego Water District
P.O. Box 1870
Borrego Springs, California 92004

(Space above this line is for Recorders Use)

BORREGO WATER DISTRICT
Borrego Springs, California

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE

To: San Diego County Recorder
1600 Pacific Highway, Suite 260
San Diego, CA 92101

Owner: Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004

Project Title: Sunset Road Sewer Main Extension

The work performed under the above-described contract has been inspected by the engineer. This certificate constitutes final acceptance and completion of the work of improvement as of the date of its execution.

Borrego Water District is the owner of the work of improvement and the nature of the owner's interest or estate is fee ownership.

Said work of improvement is located: Borrego Spring Library and Park: Sunset Road

The name of the original builder for said work of improvement is: Site Design Associates, Inc.

This certificate is issued with the understanding by both the builder and District that said final acceptance shall not operate as a bar to a claim against builder under the terms of the guarantee provisions of the contract.

I have read this Notice of Acceptance, know its contents, and, based upon information and belief, believe it to be true.

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE

Project Title: Sunset Road Sewer Main Extension

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____, at Borrego Springs, California.

BORREGO WATER DISTRICT

By: _____

Name: _____

Title: _____

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – SEPTEMBER 26, 2018
AGENDA BILL 2.A.6

September 20, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Road Runner Farms Fallowing Proposal

RECOMMENDED ACTION:

Receive report and direct staff as deemed appropriate

ITEM EXPLANATION:

Jack Mc Grory has approached BWD about resurrecting the fallowing project mentioned in the following memo and staff is requesting authorization to proceed and notify the County of the Project.

FISCAL IMPACT

N/A

ATTACHMENTS

Memo from Jerry Rolwing on this topic



BORREGO WATER DISTRICT

September 29, 2015

Mr. Jack McGrory

JM Roadrunner LLC
7979 Ivanhoe Ave., Suite 555 La
Jolla, CA 92037

Dear Jack:

This letter constitutes a "Conditional Water Credit Certificate" pursuant to the District's "Demand Offset Mitigation Water Credits Policy, amended June 2014 as related to the Road Runner Tree Farm water credits application. Outlined below are the agreed upon conditions that must be met before water credits will be issued once following is completed on the 48.37 acre portion of the 215.44 acre parcel (APN 140-130-28).

1. The County of San Diego has preliminarily agreed to issue 179 AG-I water credits for Blocks 4C and 5C on this property based on land plat and legal description stamped by your professional land surveyor on July 21, 2015.
2. A water restrictive easement (BWD Form 102) shall be applied to 48.37 acres of the 215.44 acre parcel (See sample Form 102 attached). The Easement will only apply to Blocks 4C and 5C.
3. Property owner shall submit its following plan to the District for approval. This plan must, at a minimum, include a time frame and procedure for removing the standing trees from the Borrego Valley in Blocks 4C and 5C. It must also address how Owner will stabilize the remaining land surfaces to minimize dust issues.
4. The plan approved by the District will require that all trees are removed within two years of approval. Easements will be recorded upon verification of trees removed. Credits will be issued upon the recordation of the Easements.
5. Final approval will be subject to:
 - Borrego Water District approval of owner submitted following plan.
 - Approval by Borrego Water District Board of Directors.
 - Approval by Center Pivot Property owners.

Sincerely,

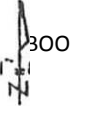


Jerry Rowling

General Manager cc: Mr. Jim Bennett, San Diego County Department of Planning and Development Services

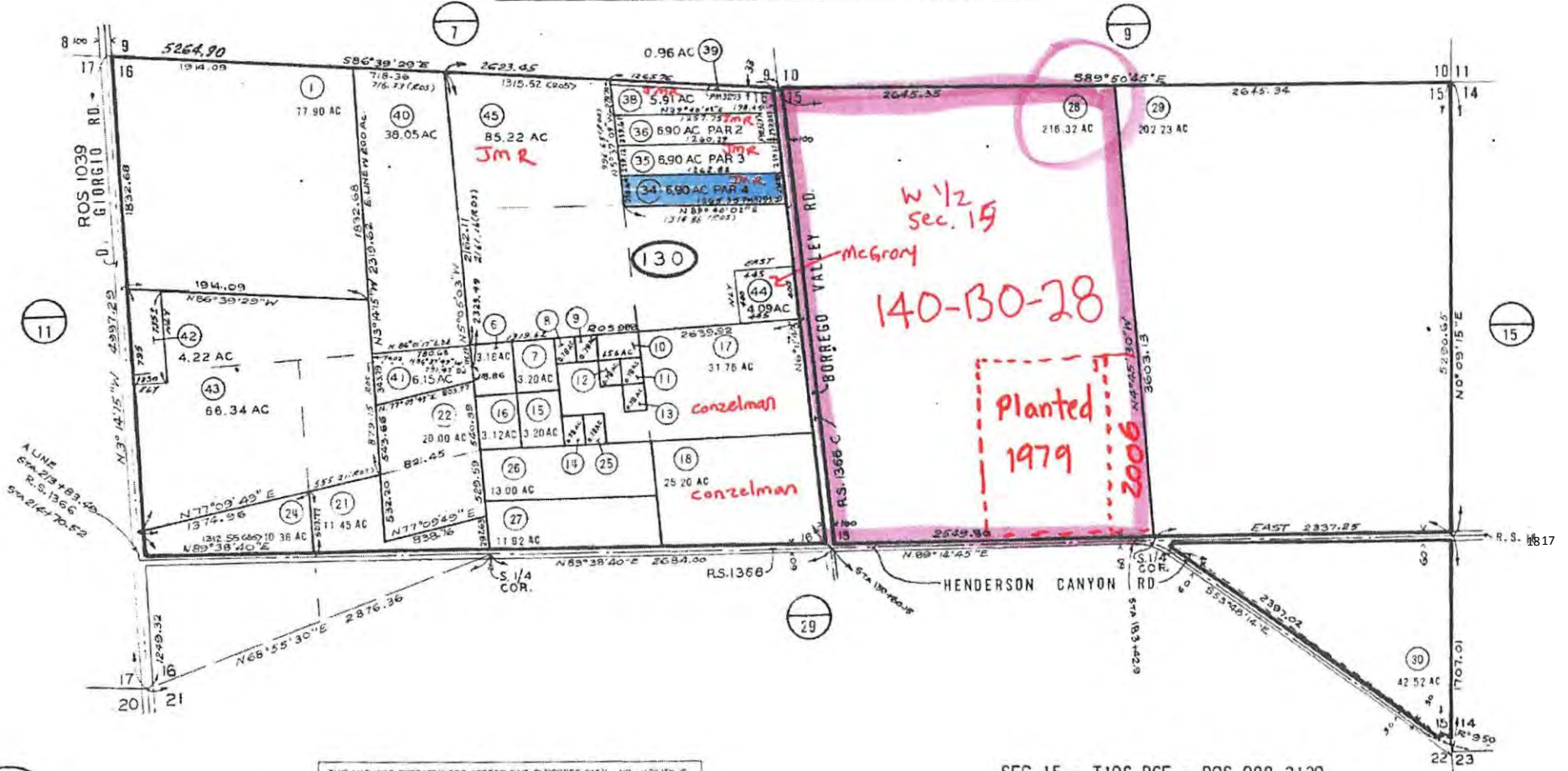
Ms. Beth Hart, BWD Board President

140-13



CHANGES	BLK OLD NEW YR CUT	
	USE	FARE
130	5	31.32 75 1715
		31652 53,54 75 2525
		33 35 37 75 1264
		37 38 39 75 651
		24 20 40 41 89 2191
		374 42 43 95 1087 AC
		48 23 48 26 11 19 300

-0.



ELK
5-27-08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SEC 15 - T10S-R6E - ROS 988.3139
 SEC 16 - T10S-R6E - ROS 988
 ROS 12232

SAN DIEGO COUNTY ASSESSOR'S MAP BK 140 PG 13

RIGHT OF ENTRY AGREEMENT
(BWD Form 103)

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into as of n 13 205 by and between the

M Roadrunner
UCC

("Owner") and BORREGO WATER DISTRICT, a public corporation organized and existing under Division 13 of the Water Code of the State of California (the "District"), with respect to the following:

RECITALS

The following recitals are a substantive part of this Agreement:

A. The District is a public corporation organized and existing under Division 13 of the Water Code of the State of California and has the power and authority to extract, divert, store and distribute water to the lands and inhabitants within the boundaries of the District.

B. Section 35565.1 of the Water Code, which applies exclusively to the District, provides that the District's objectives include all of the following: (i) to provide for the control of flood and storm waters of the District and the surface or subsurface streams created by storm water runoff from sources outside of the District and to conserve all the waters for beneficial and useful purposes by spreading, storing, retaining, sloying, and causing those waters to percolate, either by natural or artificial means, into the soil strata; (ii) to protect from damage from those flood or storm waters the personal or real property within the district and the lives of the inhabitants thereof; and (iii) to protect, preserve, and restore watersheds within or without the District.

c. Section 35565.3 of the Water Code provides that the District may conduct technical investigations and prepare analyses, studies, and reports pertaining to water supply, water rights, erosion, control of floods, storm patterns, water basin supplies, replenishment methods, water usage and water quality, soil characteristics, and other matters relative and necessary to the objectives stated in Recital B.

D. Section 35565.3 of the Water Code also provides that in order to carry out technical investigations, the District has the right of access to, and may, to the extent permitted by the California Constitution, enter upon, any lands within or without the district, with or without permission of the owner or owners of the land. The entry by the District or its authorized representative does not constitute, and does not give rise to, any cause of action in favor of the owners of the land, except for injuries resulting from negligence, wantonness, or malice.

E. The Owner is the owner of certain real property situated within the jurisdictional boundaries of the District, which property is legally described in the Legal Description attached hereto as Exhibit "A" and incorporated herein (the "Property").

F. Subject to the terms, conditions and limitations set forth in this Agreement, the District desires to enter upon the Property in order to confirm the existence of ongoing measurable, legal Water Activity (as that term is defined in the Demand Offset Mitigation Water Credits Policy,

adopted September 2009, and as amended from time to time (the "Water Credit Policy") and its Memorandum of Agreement Regarding Water Credit with the County of San Diego (the "MOA").
G. The Owner wishes to accommodate the desire of the District to commence the Permitted

BVVD

of 5

Work on the Property by granting a right of entry to the District and its agents, employees and consultants upon certain terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the District and Owner do hereby agree as follows:

1. Right of Entry. The Owner hereby grants to the District and its employees, agents and contractors the nonexclusive right to enter upon the Property to perform the Permitted Work, and for no other purposes without the prior written approval of the Owner which shall not be unreasonably withheld, conditioned or delayed.

2. District Requirements. By execution of this Agreement, the District agrees for itself and on the behalf of its employees, agents, consultants and contractors as follows:

(a) The District will not unnecessarily suffer or permit any dangerous condition to be created, exist or continue on the Property.

(b) All acts and things done by the District on the Property will be done in a commercially reasonable manner, in accordance with all federal, state and local laws.

(c) The District and its employees, agents, consultants and contractors shall enter the Property entirely at their own cost, risk and expense.

(d) The District shall not permit or suffer any mechanics', materialmen's or other liens of any kind or nature ("Liens") to be filed or enforced against the Property. The District shall indemnify, defend and hold harmless the Owner from all liability for any and all liens, claims and demands, together with costs of defense and reasonable attorneys' fees, arising from any Liens.

(e) The District shall restore the Property to substantially the same physical condition as existed prior to entry.

(f) The District shall be solely responsible for the payment of all fees and costs incurred in connection with the Permitted Work including, without limitation, all fees and charges of the District's contractors and subcontractors, all equipment rental fees, all insurance premiums, and all other costs.

(g) The District shall give the Owner at least seventy-two (72) hours notice prior to any entry on the Property to perform the Permitted Work.

3. Miscellaneous.

(a) Attorneys' Fees. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of this Agreement ("action"), the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs and expert witness fees (if any) incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

(b) Choice of Law. This Agreement is to be governed by, and construed in accordance with, the laws of the State of California.

(c) Remedies. Either party shall, in addition to all other rights provided herein or as may be provided by law, be entitled to the remedies of specific performance and injunction to enforce its rights hereunder, except to the extent expressly provided to the contrary in this Agreement. All rights and remedies under this Agreement are cumulative and no one of them shall be exclusive of any other, and each party shall have the right to pursue any one or all of such rights and remedies or any other remedy which may be provided by law, whether or not stated in this Agreement, except to the extent expressly provided to the contrary in this Agreement. Notwithstanding the foregoing, or any other provision of this Agreement, the District's liability shall be subject to the limitation(s) set forth in Section 35565.3 of the Water Code.

(d) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(e) Notices. All notices, demands, approvals, or other communications ("Notices") given pursuant to this Agreement shall be in writing to the appropriate party and shall be deemed to have been fully given when delivered, including delivery by a commercial delivery service, or if deposited in the United States mail, registered or certified, postage prepaid, when received or refused. All Notices shall be addressed as follows:

JM Roadrunner LLC
1298 Prospect St #2A
La Jolla CA 92037
Attention: Jack McGrouy

If to Owner:

If to District:

Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004
Attention: General Manager

(f) Non-Liability of Public Officials. No officer, employee, member, agent or representative of the District shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the District, or for any amount which may become due to Owner or its successor, or for any breach of any obligation of the terms of this Agreement.

(g) No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the District.

(h) Owner's Representations. The Owner represents and warrants that the Owner has the authority to enter into this Agreement, but otherwise makes no representations or warranties with respect to the Property.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

DISTRICT:


BORREGO WATER DISTRICT, a public corporation

By: _____
Name: _____
Its: General Manager

APPROVED AS TO FORM:

District General Counsel

OWNER:



By: Jack McGroarty
Name: JM Roadrunner LLC
Its: Managing Member

By: _____

Name: _____ Its:

By: _____

Name: _____ Its:

5

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

[Insert]WATER CREDITS AGREEMENT

THIS , WATER 205 by CREDITS and between AGREEMENT (the "Agreement") is (the entered "Owner"), into as andof

JM Roadrunner LLC

BORREGO WATER DISTRICT, a public corporation organized and existing under Division 13 of the Water Code of the State of California (the "District"), for acquisition by the District of the Groundwater Easement described below.

RECITALS

A. The District is a public corporation organized and existing under Division 13 of the Water Code of the State of California and has the power and authority to extract, divert, store and distribute water to the lands and inhabitants within the boundaries of the District.

B. Owner is the owner of certain real property situated within the jurisdictional boundaries of the District, which property is legally described in the Legal Description attached hereto as Exhibit "A" and incorporated herein (the "Property").

c. The Property owned by the Owner may overlay the Borrego Valley Aquifer (the "Aquifer") as described in the Borrego Water District Groundwater Management Study on file in the office of the District and thus have certain rights to the groundwater or percolating water underlying said Property (the "Groundwater").

D. Owner has, since 5/30/13 (date), maintained 28,500 Washingtonia Palms on Blocks 4C + 5C. These blocks have been maintained since 1979 (Water Activity, e.g. 10 acre citrus farm, 300,000 square feet of turf, etc). on the Property.

E. The District has a beneficial interest in the prevention and cessation of extraction of Groundwater from the Property.

F. In consideration of the District granting to the Owner water credits (" Water Credits") toward Owner's future compliance with the District's Policy for Water and Sewer Service to New Development Policy as the same may be amended from time to time ("New Development Policy"), the Owner desires to grant to the District an exclusive easement to prevent and forever cease all extraction, diversion and/or use of the Groundwater as defined in the District's Demand Offset Mitigation Water Credit Policy, adopted September 2009, and as amended from time to time (the "Water Credit Policy") and its Memorandum of Agreement Regarding Water Credit with the County of San Diego (the "MOA") to which Owner is entitled, whether or not the Property overlies the Aquifer and whether or not the groundwater is extracted from under the Property.

G. This Agreement is necessary to initiate work and process on the part of both parties, including the District's review and processing of the Owner's request for Water Credits under the Water Credit Policy, which is intended to result in the parties' execution of a Grant of Exclusive Groundwater Easement (BWD Form 102) provided that the Owner accepts the District's

determination of the number and type of Water Credits under the Water Credit Policy and/or the MOA.

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

1. Grant of Groundwater Easement. Owner hereby acknowledges its intent, if the number and type of Water Credits are satisfactory to Owner, to grant to the District an exclusive easement to cease and prevent any and all extraction, diversion, use and/or distribution of Groundwater from or on the Property in the form of the Groundwater Easement (the "Exclusive Groundwater Easement") which easement is identified as BYO Form 102.

A. Upon the execution and delivery by Owner of the Exclusive Groundwater Easement, Owner and the District will maintain a binding and permanent arrangement whereby the extraction, diversion, storage, distribution and/or use of any and all Groundwater from or on the Property shall cease. It is further the intention of the Owner that the Exclusive Groundwater Easement shall be exclusive to the District and that upon the execution and delivery of the Exclusive Groundwater Easement the Owner shall refrain, in perpetuity, from extracting, diverting, using, storing and/or distributing the Groundwater; Owner shall further refrain from transferring or assigning to others any interest in or right to the Groundwater.

B. When Property is being converted to a desert landscape as defined in the Water Credit Policy, rather than completely fallowed, the restrictions described in Section I(A) of this Agreement shall become effective twenty four (24) months after recordation of the Exclusive Groundwater Easement, and the grant of Water Credit Certificates described in Section 2 of this Agreement shall likewise occur twenty four (24) months after recordation of the Exclusive Groundwater Easement. For the provisions of this Section I (B) to be effective, signature of the District must be affixed immediately below this paragraph.

DISTRICT

2. Grant of Water Credit Certificates. Upon Owner's (i) delivery of the Exclusive Groundwater Easement to the District, (ii) full compliance with the District's Water Credit and Mitigation Policy, including, without limitation, rendering wells inoperable, removing turf and/or destroying crops, as applicable, and (iii) completing special requirements, if applicable, the District agrees to grant to the Owner raised-sealed and numbered certificate(s) ("Water Credit Certificate(s)") of Water Credits in the amount calculated as set forth in Exhibit B of the MOA. Subject to the provisions in Section 5, the certificates may be applied by the Owner toward future compliance with the New Development Policy as each of the same may be amended from time to time. The Water Credit Certificates to be granted pursuant to this Section 2 shall never expire, shall be held by the Owner in gross and may be transferred and/or assigned in accordance with the Water Credits Policy. Execution and delivery of the Exclusive Groundwater Easement by the Owner to the District and full compliance with the District's Water Credits Policy and New

Development Policy and, if applicable, the County's MOA are expressly made conditions precedent to the District's obligation to grant the Water Credit Certificates provided by this Section 2.

3. Effective Date. The terms of this Agreement become binding upon all parties only after (a) the number and type of Water Credits has been determined under the Water Credit Policy and/or the MOA, (b) Owner has been notified of such determination in writing, and (c) the Owner has executed and delivered an Exclusive Groundwater Easement in the form approved by the

District. If the parties fail to execute an Exclusive Groundwater Easement this Agreement shall become null and void, and of no further effect except that the District shall retain any Administrative Fee paid by Owner as required by the Water Credits Policy.

4. Warranties, Representations, and Covenants of Owner. Owner hereby warrants, represents, and/or covenants to the District that:

4.1 Pending Claims. To the best of Owner's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Groundwater or the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

4.2 Owner's Title. Owner warrants that Owner owns the Property and Groundwater, free and clear of all water sharing agreements, well sharing agreements, liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights-of-way of any nature, not disclosed by the documents recorded in the County Recorder's Office for the Property. Until the recordation of the Exclusive Groundwater Easement, the Owner shall not do anything which would impair the Owner's title to the Groundwater or the Property.

4.3 Conflict with Other Obligation. Neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, well sharing agreement or other agreement or instrument to which Owner or the Property may be bound.

4.4 Change of Situation. Until the recordation of the Exclusive Groundwater Easement, Owner shall, upon learning of any fact or condition which would cause any of the warranties and representations in this section not to be true as of the recordation of the Groundwater Easement, immediately give written notice of such fact or condition to the District.

4.5 Authority. Owner is the owner of the Property (including the rights to the Groundwater) and has the full right, power, and authority to grant the Exclusive Groundwater Easement to the District as provided herein and to carry out Owner's obligations hereunder.

4.6 Bankruptcy. Neither Owner nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for the Owner to be able to grant the Exclusive Groundwater Easement as provided herein.

4.7 Governmental Compliance. Owner has not received any notice from any governmental agency or authority alleging that the Groundwater or the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation. If any such notice or notices are received by the Owner following the date this Agreement is signed by the Owner, the Owner shall, within 10 days of receipt of such notice notify the District. At his/her option, the Owner may then elect to perform the work or take the necessary corrective action prior to granting the Exclusive Groundwater Easement or refuse to do so, in which case Owner shall notify the District of such refusal. The District may accept the Exclusive Groundwater Easement with knowledge of such notice(s). However, if either the District decides not to accept the Exclusive Groundwater Easement due to the notice(s), this Agreement shall terminate.

5. No Guarantee of Value. The District makes no guarantee or representations, express or implied, that the Water Credit Certificates (i) have or in the future will have any monetary or other value and/or (ii) are or will in the future be accepted by the County of San Diego as compliance with its groundwater policy as the same may be amended from time to time. Owner expressly acknowledges that the Water Credit Certificates may presently or in the future be rendered valueless, and District has made no representation that the Water Credit Certificates have or will have any value. District shall not be liable for any absence or loss of value that may occur. Owner understands and accepts the entire risk regarding the value, if any, of the Water Credit Certificates and accepts the entire risk that the Water Credit Certificates may presently or in the future be rendered

6. Contingency. The completion of this transaction is contingent upon the specific acceptance and approval of the District herein.

7. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered through another reasonably acceptable method, and addressed to the party for whom intended, as follows:

If to Owner: 34 Roadrunner, LLC
1298 Prospect St. #2A
La Jolla CA 92037
Attention: Jack McGray

If to District: Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004
Attention: General Manager

Any Party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received 48 hours after mailing as provided above.

8. Default. Failure or delay by a party to perform any covenant, condition or provision of this Agreement within a reasonable time constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within 30 days from the date of the notice or such longer period if the nature of the default is such that more than 30 days is required to cure such default. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within the time set forth herein.

9. Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

10. Entire Agreement. This Agreement, its exhibits and the related Exclusive Groundwater Easement referenced in paragraph I above constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

11. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

12. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The venue for any legal action regarding this Agreement shall be the Superior Court of the County of San Diego.

13. Invalidity of Provision. If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

14. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by the Owner and the District.

15. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

16. Time of Essence. Time is of the essence of each provision of this Agreement

17. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

18. LIQUIDATED DAMAGES. GRANTOR ACKNOWLEDGES THAT GRANTEE IS ENTERING INTO THIS AGREEMENT FOR THE EXPRESS AND EXCLUSIVE PURPOSE OF GROUNDWATER PRESERVATION. IF GRANTOR COMMENCES OR RE-COMMENCES ANY ACTIVITY ON THE PROPERTY IN VIOLATION OF THIS AGREEMENT, THE GRANTOR SHALL PAY TO GRANTEE AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE AMOUNT OF \$200 PER OCCURRENCE. FOR PURPOSES OF THIS SECTION 18, EACH DAY THAT GRANTOR COMMENCES OR RE-COMMENCES ANY ACTIVITY ON THE PROPERTY IN VIOLATION OF THIS AGREEMENT SHALL CONSTITUTE A SEPARATE OCCURRENCE. EACH DAY THAT SELLER PLACES IN SERVICE, OPERATES AND/OR UTILIZES ANY WELL ON THE PROPERTY SHALL CONSTITUTE A VIOLATION OF THIS AGREEMENT AND SHALL FURTHER CONSTITUTE A SEPARATE OCCURRENCE FOR PURPOSES OF THIS SECTION 18.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION 18 AND AGREE TO BE BOUND BY ITS TERMS. FURTHER, THE PARTIES HERETO ACKNOWLEDGE THAT THE GRANTEE IS ENTERING INTO THIS AGREEMENT FOR THE SPECIFIC PURPOSE OF PRESERVING GROUNDWATER AND THAT THE LIQUIDATED DAMAGES AMOUNT SPECIFIED IN THIS SECTION 18 IS A REASONABLE ESTIMATE, UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF EXECUTION OF THIS AGREEMENT, OF WHAT GRANTEE'S DAMAGES WOULD BE IN THE EVENT OF A DEFAULT BY GRANTOR.

GRANTOR'S INITIALS:  _____
DISTRICT'S INITIALS: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth herein above.

OWNER:

 _____

By: Jack McGroarty

Name: JM Roadrunner-UE

Its: u.a

OWNER:

By: _____

Name: _____

Its: _____

DISTRICT:

BORREGO WATER DISTRICT, a public
• corporation

By:

Name:

Its: General Manager

ATTEST:

District Secretary

APPROVED AS TO FORM:

District General Counsel

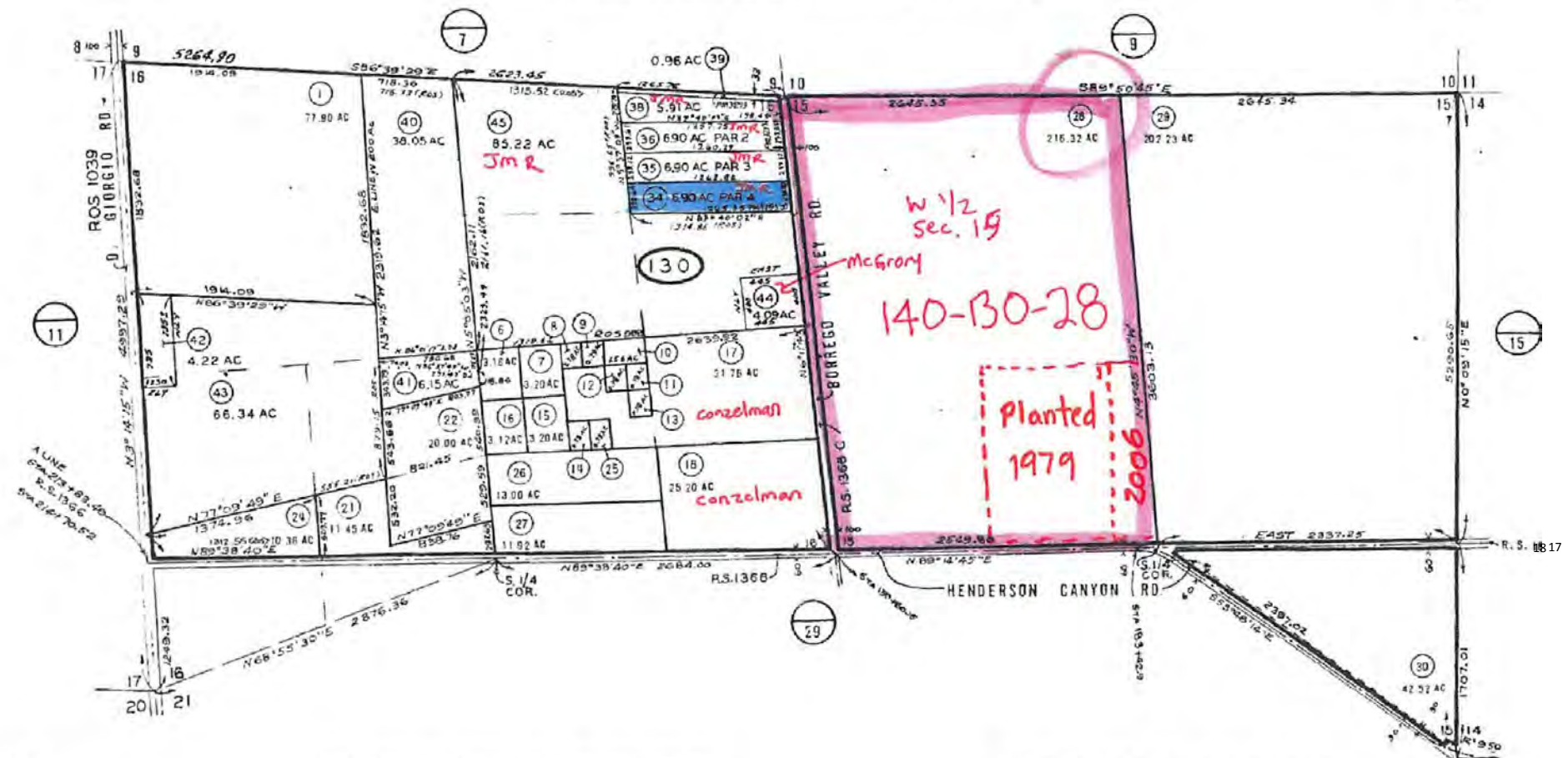
EXHIBIT "A"

LEGAL DESCRIPTION

That real property located in the unincorporated portion of the County of San Diego, State of California, and described as follows:



CHANGES		BLK	OLD	NEW	TR	CUT
USE	PAR	31	1715			
31	32	75	1715			
31	32	75	2525			
33	35	17	1266			
37	24	28	1257			
2	1	20	189	2191		
3	1	42	189	2087		
21	1	108	17	108		



ELC
5-20-08

SAN DIEGO COUNTY ASSESSOR'S MAP BK 140 PG 13

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S REPORTS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SEC 15 - T10S-R6E - ROS 988.3139
 SEC 16 - T10S-R6E - ROS 988
 ROS 12229

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – SEPTEMBER 26, 2018
AGENDA BILL 2.A.7

September 20, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Response to Question Raised in Past The Sun Edition

RECOMMENDED ACTION:

Review draft response and direct staff as deemed appropriate

ITEM EXPLANATION:

This item was carried over from the Sept 18th Board Meeting. The Final Draft of the response is not finished yet and Staff will share with the Board as soon as it is available.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Borrego Sun Asks
2. Proposed response to Borrego Sun



Borrego Sun Asks

Borrego Sun <[REDACTED]>

Fri, Jul 27, 2018 at 3:45 PM

To: [REDACTED]

A letter written to the Core Team and the Borrego Water District Board of Directors

It is likely that the Plan for bringing the critical overdraft of this basin needs some degree of acceptance by our community. The Borrego Water District is required to publish the assessed property values for its customers in its annual report each year. For FY2017, this was \$341,947,744, according to County records. This is the value of property served by municipal water.

Why in the Plan are we not evaluating its potential impact on municipal rates? Without affordable rates, Borrego's property values will tank. On what basis are you proposing another 20 years of critical overdraft, even with reductions? This appears somewhat imprudent and capricious.

Our understanding is that there's nothing in the SGMA law that mandates 20 years as the required planning period. It profits this community little if the Plan brings the basin into sustainable use in 20 years, but few are able to live here due to the resultant municipal water rates.

A response to the corresponding letter would be appreciated.

--

Borrego Sun
[707 Christmas Circle](#)
P.O. Box. 249
Borrego Springs, CA, 92004
Office: [760.767.5338](tel:760.767.5338)
Fax: [760.767.4971](tel:760.767.4971)

SKIN IN THE GAME

The Borrego Water District (District) Board thanks the SUN for its questions concerning the effect of the Sustainable Groundwater Management Act's (SGMA) impact on water rates for municipal water ratepayers. Below is the Board's response:

From SGMA's perspective, the District is a "pumper" of groundwater from a critical overdraft basin. That means that the District, like all pumpers of the basin (including farmers, golf courses, etc.), will be required to either reduce its usage or purchase additional allocation to pump water. The District and all pumpers may also pay a pumping fee starting in 2020. Paying nothing for the groundwater itself is the case today for all pumpers of the basin. The District's current plan is to purchase water to make up the difference between its usage and the reduced amount it is allowed to pump under SGMA and to do this before the reductions would begin to impact ratepayer usage. Thus, District commodity rates - what a ratepayer pays for the water delivered to our homes and businesses - will increase. The cost is the cost. There is no way around this cost increase for ratepayers, and it is due to SGMA and to aging infrastructure that the District owns and operates. Almost all municipal water users in California dependent on groundwater face this kind of pricing pressure.

However, there are two relatively unique aspects of our basin that introduce additional risk for the District's fixed costs, which ratepayers pay as a "base rate" independent of how much water they use. First, is the potentially large annual reduction from historical maximum pumping to reach the sustainable yield of the basin where inflows of water match out flows. This overall basin reduction will impact all pumpers, not just the District, and the District will purchase additional water so ratepayers do not have to curtail their usage. The second is the large variability in annual natural recharge rates (inflows) that can range from 1,000 acre-feet per year (AFY) to 25,000 AFY in an exceptionally wet year. Both of these unique aspects introduce financial risk for the District and economic risk for ratepayers. These risk factors are influenced by the length of the reduction period to achieve the sustainable yield and the rate of the annual reductions to get to the SGMA reduction target by the cutoff date.

For example, if the reduction period is too long or the rate of annual reductions is too slow, independent of the reduction period chosen, two things could occur. The first is that mass storage changes (water level changes) in the area of the basin where the District has its wells could potentially cause some of the District's wells to fail before their useful economic lives end. It could also require drilling deeper wells and the need for additional wells. At approximately \$1,500,000 per municipal well, plus more money for

the distribution lines, these costs can add up quickly. While the District has already received State grant funds to analyze potential well sites for new wells, in the future and absent additional State grants, these well costs would be passed on to ratepayers.

The second risk factor associated with length of reduction period and the rate of annual reductions is the potential for declining water quality as water is drawn from deeper within the basin. This could potentially require advanced treatment to meet State drinking water standards. The costs for advanced treatment vary widely based upon the type of contaminants and number of affected wells. All of the District's wells currently meet or exceed California drinking water standards, so this is not a current issue.

Both of these risks have potentially cost implications for the District and its ratepayers. There is no means to completely eliminate these risks. The District's objective is to manage these risks so as to provide the lowest probable potential costs to ratepayers.

SGMA allows for a Plan with no longer than 20-year reduction period. The question the Groundwater Sustainability Plan (GSP) must answer is: "How do we manage the basin in a way that doesn't have adverse impacts?" The District, who is one of key entities in drafting the GSP with San Diego County, is asking itself, "Is this an appropriate reduction period to manage the risk of increased costs to the District and its ratepayers?" Arbitrarily choosing a shorter reduction period or a faster annual reduction rate may not materially reduce this risk. And, reducing risk always has a cost associated with it. This complex analysis is what the District Board is deeply committed to understand and thoroughly consider before agreeing to or endorsing any reduction period or rate of annual reductions proposed by the GSP.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – SEPTEMBER 26, 2018
AGENDA BILL 2.A.8

September 20, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Update on Proposition One Water and Wastewater Grant Applications – Rick Alexander

RECOMMENDED ACTION:

Review update from Rick Alexander and Staff

ITEM EXPLANATION:

The Board requested an update on the status of the Water and Wastewater Grant Applications. Rick Alexander is returning to Borrego as we speak and we will share the update as soon as it is available.

FISCAL IMPACT

Offset BWD costs through the use of Grant proceeds

ATTACHMENTS

Updated Report

MEMORANDUM

TO: Geoff Poole – General Manager, Borrego Water District

FROM: Rick Alexander -- TRAC

RE: Proposition One Wastewater and Water Projects Application Update

BWD has applied through the California WaterBoards for funding to upgrade the Wastewater Treatment Plant (Project 34661 – a total of \$478,000 has been requested); and to make significant improvements to the drinking water storage and distribution systems (Project 34239 – a total of \$1,460,070 has been requested).

Project Summaries:**Wastewater Treatment Plant Upgrade (Project 34661)**

The Project includes improvements to the facility components which are past their useful life and are in need of replacement.

1. Replace Grit Removal System
2. Replace Influent Channel-Air diffuser system
3. Replace Decanting Level Control Unit
4. Rehabilitate 2nd Clarifier & Repair Concrete
5. Replace air diffusers and valves at sludge digester

Water Storage and Distribution System (Project 34239)

The Project includes:

1. Replacement of the Twin Tanks (220,000 gallons), Indian Head Tank (220,000 gallons), and Rams Hill #2 Tank (440,000 gallons) and
2. Replacement of the diesel engine that powers the pump at the Wilcox Well Emergency Water Supply Facility

Project Review Status:

Applications for both projects were completed and submitted earlier this year. Notices of Exemption (NOE) for each project were submitted in July; these have been accepted and are posted on the Office of Planning and Research website.

Wastewater Treatment Plant Upgrade Application – WaterBoards staff has undertaken their review.

After reviewing the Application SWRCB submitted follow up questions in the General, Technical and Financial Sections and a few other additional questions. The Environmental Section was approved and that could have been a real time consumer if not handled correctly.

Earlier this week SWRCB staff asked some specific finance related questions (Viking Ranch Financing status and two others) and Kim handled them the next day and responded. All indications are we are reaching the end of the review process.

Mr. Geoff Poole
September 26, 2018
Page 2

BWD staff is responding to these requests on the day they arrive so as to keep the Application “fresh” for the reviewer.

Water Storage and Distribution Systems, and Wilcox Well Upgrade – To date WaterBoards staff have acknowledged the NOE. In discussion with BWD staff they had stated that they will continue review of this project as soon as the Wastewater project review is completed. It is fortunate that WaterBoards staff reviewing Project 34661 will also review 34239.

A good example of a question presented by WaterBoards staff was received about two weeks ago; “Please estimate the number of Vacation Homes” in the BWD Service area. Our reply is “Attachment A” to this report for your information.

I will keep the Board updated as the process continues on both applications and in October returning to the Board with ideas for the next round of Grants/Low Interest Loan opportunities.

ATTACHMENT 1



BORREGO WATER DISTRICT

806 Palm Canyon Drive
Borrego Springs, CA 92004
760-767- 5806 Fax: 760-767-5994
www.borregowd.org

MEMORANDUM

TO: Joseph Quilatan – CA WaterBoards
FROM: Geoff Poole – General Manager, Borrego Water District
RE: Vacation Homes – Wastewater Treatment Plant Upgrade
(Project 34661)

Introduction:

WaterBoards staff has asked how many “Vacation Homes” are included within the BWD Service Area. Total Residential Connections number 1,814.

“Vacation Homes” Estimate:

The best estimate is that a maximum of 414 units are categorized as “For seasonal, recreational, or occasional use” in the American Community Survey (ACS).

“The ACS is an ongoing survey that provides vital information on a yearly basis about our nation and its people. Information from the survey generates data that help determine how more than \$675 billion in federal and state funds are distributed each year.

Through the ACS, we know more about jobs and occupations, educational attainment, veterans, whether people own or rent their homes, and other topics. Public officials, planners, and entrepreneurs use this information to assess the past and plan the future.”

Data was provided by SANDAG; the Regional Census Data Clearinghouse.

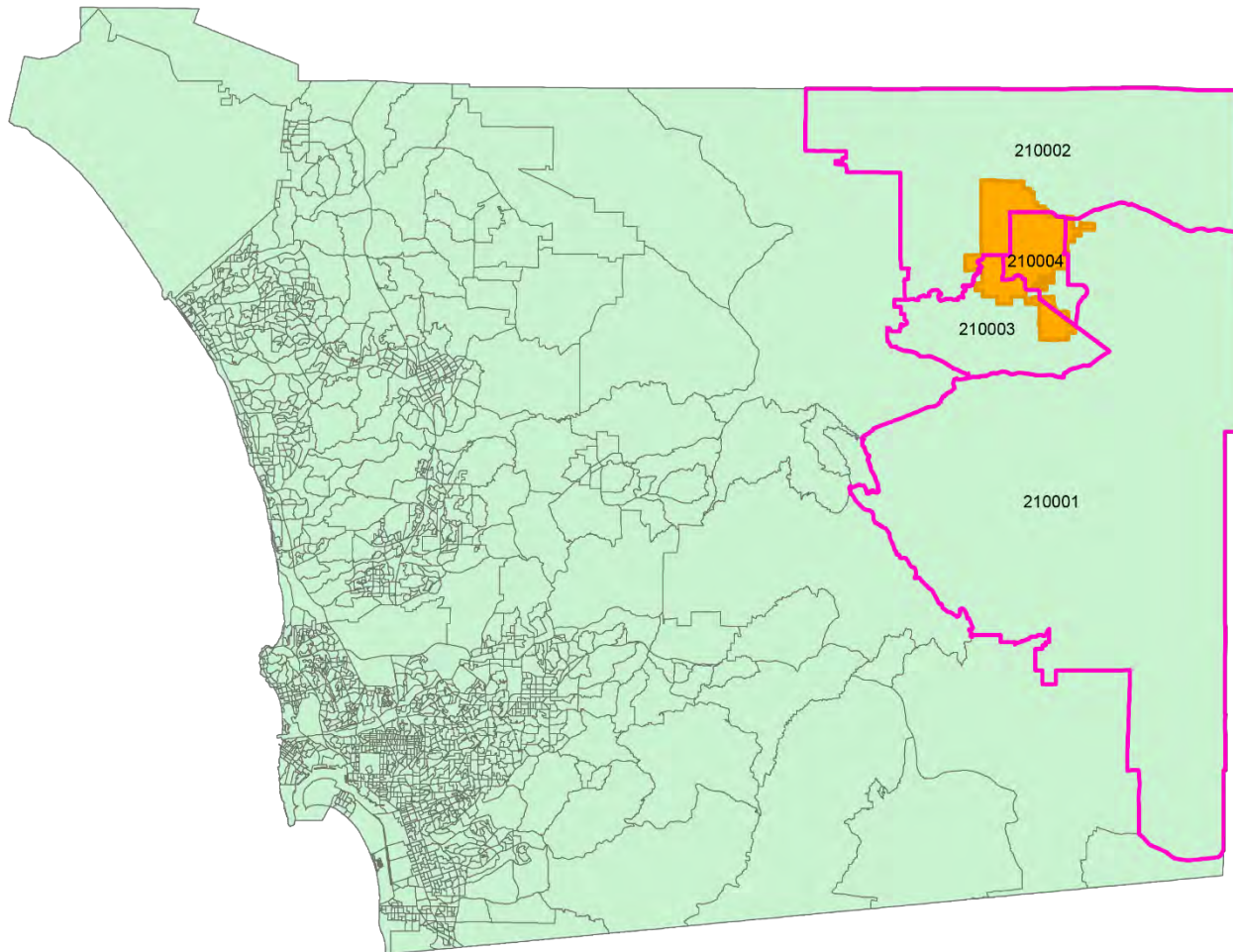
Methodology:

Unfortunately, the Census does not ask a specific question about “vacation homes” and for a small community like Borrego, the ACS is the best thing available. Some important variables in the estimated number above are:

- The ACS is based on a voluntary survey and not on a count of households. The estimates are developed from voluntary responses solicited from individuals and both public and private entities.
- Please see the attached Exhibit 1, which shows the four Census Block Data Groups in pink and the BWD Service Area (BWDSA) in Orange. The estimate is based on the approximate proportion of each which is both developed and occupied by housing, however sparsely, and is within the BWDSA. Much of the land surrounding the BWDSA is within the Anza Borrego Desert State Park, in ownership of other public agencies, or vacant desert and mountain lands.

Table 1 – Estimated Census Block Groups which belong in the BWDSA		
Block Groups	% of Coverage	Seasonal, Recreational, or Occasional Use Dwelling Units (absolute highest number which could occur)
210001	5	13
210002	25	64
210003	20	123
210004	90	214
Total		414

Exhibit 1 – US Census Data Block Groups Which Partially Coincide With BWD Service Area



BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – JULY 25, 2018
AGENDA BILL 2.B.1

July 19, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Appointment of BWD Ratepayer Representative on Groundwater Sustainability Plan Advisory Committee – B Hart/J Tatusko

RECOMMENDED ACTION:

Appoint replacement for Dave Duncan to the GSP Advisory Committee

ITEM EXPLANATION:

At the September 18th BWD Board Meeting, the process for selecting a replacement for Dave Duncan was agreed upon. The application period ended on September 20th and interviews are being tentatively scheduled with the AdHoc Committee (Hart/Tatusko) for Monday the 24th. As of this time, Gary Haldeman is the only candidate. Staff is having difficulty opening the file Gary sent, so as soon as the information is accessible, it will be forwarded to the Board.

Dave Duncan's resignation is below:

Geoff,

This letter is to inform you of my resignation from the GSP Advisory Committee. As you know I am a BWD Board Member Elect and as a sitting Board Member I can not serve on the AC. Please accept my resignation effective September 18,2018.

Thank You, Dave Duncan

FISCAL IMPACT

N/A

ATTACHMENTS

1. Application from Gary Haldeman

BORREGO WATER DISTRICT

Groundwater Sustainability Plan: Borrego Water Advisory Committee

BWD Representative Application: Sept 4 2018

INTRODUCTION: In 2014, Governor Jerry Brown signed the Sustainable Groundwater Management Act (SGMA) into law. The purpose of SGMA is to bring all interested parties who rely upon a groundwater basin together, and work collectively on a Groundwater Sustainability Plan (GSP). The purpose of The Plan is to look at alternatives and select the best options on key Sustainability Measures that result in the sustainable management & use of groundwater of the Basin creating “NO UNDESIRABLE EFFECTS”, at the end of the 20-year planning horizon, or sooner. Within the Borrego Ground Water Basin (BGWB), the Borrego Water District (BWD) and County of San Diego (County) are Co- Groundwater Sustainability Agencies (GSAs) responsible for completing and implementing the GSP.

PUBLIC PARTICIPATION: One significant component of SGMA is Public Participation. BWD and the County are committed to ensuring the public and local stakeholders have involvement in shaping the major GSP policy decisions to be made ultimately by the BWD Board and County Board of Supervisors. With this in mind, the BGWB GSP will be administered with a high level of public involvement, including the creation of the Borrego Water Advisory Committee (B.W.A.C.) to provide input to the Governing Bodies through the Core Teams. The B.W.A.C. will consist of 9 members (volunteers with no direct compensation) nominated and from various interests in Borrego: 4 – Borrego Water Coalition, 1 – Borrego Stewardship Council, 1- Borrego Community Sponsor Group, 1 – Farm Bureau, 1 – CA State Park, **and 1- BWD Ratepayer.**

QUALIFICATIONS: BWD is looking to accept applications, interview and select the most qualified applicant from interested Borrego residents who receive BWD water in their business and/or residence and will be in Borrego for most of the next 24 months, to serve as the BWD Representative on the B.W.A.C. The B.W.A.C. has held 3 meetings to date and it is anticipated that the group will meet as needed but at least every month throughout the GSP process. BWD and the County are committed to complete the BVGB GSP by July 2019 and then implementation will begin by the BWD and the County acting as the Borrego Basin GSA.

PROCESS: Please send in your completed Application at your earliest convenience or no later than Sept 7th in anticipation of selection at the Sept 18th BWD Board Meeting.

To become familiar with SGMA and its requirements, we suggest **review of** the following:

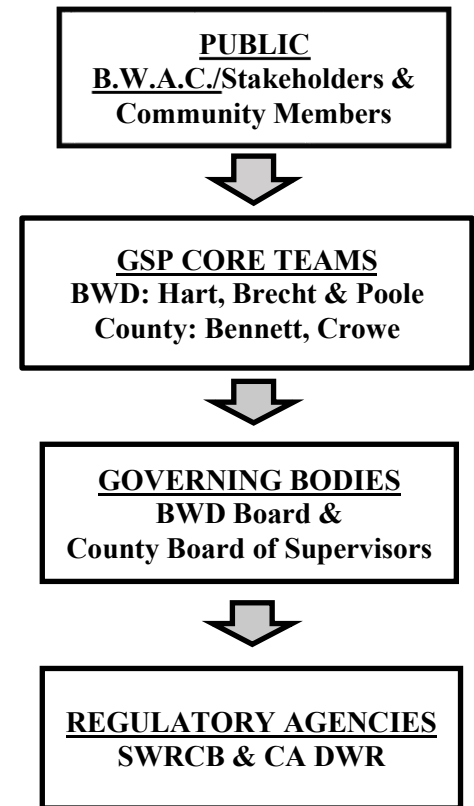
<http://water.ca.gov/groundwater/sgm/gsp.cfm> and
http://water.ca.gov/groundwater/sgm/pdfs/GSP_Final_Regs_Guidebook.pdf

To become familiar with the hydrology of the Borrego Basin, we suggest **review of** the following:

<https://pubs.er.usgs.gov/publication/sir20155150>

DEADLINE: The following page is the BWAC Application Form and is to be completed and returned to BWD by **3 pm on Friday, June 9, 2017**. If mailing in the Form (806 Palm Canyon Dr.) please allow for delivery time to ensure it arrives before the closing day and time. The applicant may also submit responses electronically and emailed to Geoff@BorregoWD.org, write on the following Application Form or submit his/her or on a separate sheet of paper with the answers numbered accordingly.

Please feel free to contact the General Manager of BWD, Geoff Poole, for any questions on the BWD Ratepayer Representative process at 760-767-5806. Thank you for your interest.



BWD GSP REPRESENTATIVE

Application Form

Name: _____ Phone: _____

Address: _____ Email: _____

1. Please explain your understanding of the SGMA and GSP Process and its ultimate goals.

2. Please provide an explanation of the **PERSONAL OR PROFESSIONAL EXPERIENCE** that you feel makes you qualified as the BWD Rate Payer Representative:

3. Please provide an explanation of the **BORREGO COMMUNITY SERVICE EXPERIENCE** that you feel makes you qualified as the BWD Rate Payer Representative:

4. What special skills do you possess that you feel will benefit the BWAC?

5. How would you describe your conflict resolution/problem solving skills?

6. Is there anything else the Committee should know about you, your experiences and interests?

Signature

Date: _____

Brief responses to BWD GSP REPRESENTATIVE Application Form:

1. At this point, my understanding/knowledge of the SGMA and GSP Process is extremely limited. My intention is to learn about them through a series of materials I've gathered and also via the State of CA SGMA website (<https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management>)
2. My wife and I have lived in Borrego Springs for more than 18 years and have experienced the town as visitors since the late 70s. Both of us clearly remember the Borrego Sun's articles touting the 500 years of available water. We also have kept up with the numerous hydrological and geological studies that clearly outline the problematical present and dim future of our aquifer given our current usage.

I served as the interpreter for the BWD annual meetings for several years beginning with Tom Webber and then until Jerry Rolwing's retirement. My service to BWD has also included the translation of many documents over the course of many years.

Perhaps my greatest strength is my interest in representing the ratepayer's interest. We have experienced a series of rate increases and have been presented with the dire consequences of not addressing our crisis in a timely and appropriate manner. My conversations over the years, with both the Spanish and English-speaking communities has shown me that we are all concerned about our families, our properties, our town and, in many instances, about our livelihood. Generally, among the English-speaking community, the belief is that reductions will have to come from the agriculture and recreation (golf) sectors, and not from the ratepayer. More recently, after the reductions we have all accepted and the rate increases we've had to endure, the sentiment is even stronger.

This is not to say there are no comments in support of both sectors. The most common remark I've heard is that "they were here first." There seems to be more support among this group for the golf courses, because they "bring in outside money." The support for agriculture comes from those that believe they have an earlier right to the water and that there are jobs that would be lost if their usage were curtailed.

I would continue to speak with my fellow Borregans, but at present the above is generally where I believe the town stands.

3. I'm unsure that my previous community service will qualify me for this position, but it certainly could not hurt. I've served the community in some capacity on the following committees and boards:
 - Friends of the Library
 - College of Borrego
 - BSUSD School Board
 - BASIC
 - DPIL
 - Borrego Village Foundation
 - ABF

4. Perhaps the skill that will be most beneficial is that I am bilingual and do have a reasonably good relationship with our Spanish-speaking community.
5. Guess regarding my conflict resolution skills, the best I can offer is my willingness to listen. There will clearly be some conflicts that simply cannot be resolved; and in our case, by the nature of the existing hydrological circumstances, the resolution to these conflicts will probably be problematical. I would listen, but my mission would be primarily to represent the ratepayer's interests.
6. I would undertake this task because I do understand the gravity of our water crisis. I have the greatest respect for our resident ratepayers and would represent their views to the best of my abilities, and particularly the views of those least able to do so themselves.

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING – September 26, 2018
AGENDA BILL 2.B.2

September 21, 2018

TO: Board of Directors, Borrego Water District
FROM: Geoff Poole, GM
SUBJECT: Update on the WQ monitoring network

RECOMMENDED ACTION

Receive update on water quality monitoring network and direct staff as deemed appropriate.

ITEM EXPLANATION

Staff received a request for an update on the WQ monitoring network and representatives from Dudek would be available present an update and respond to questions.

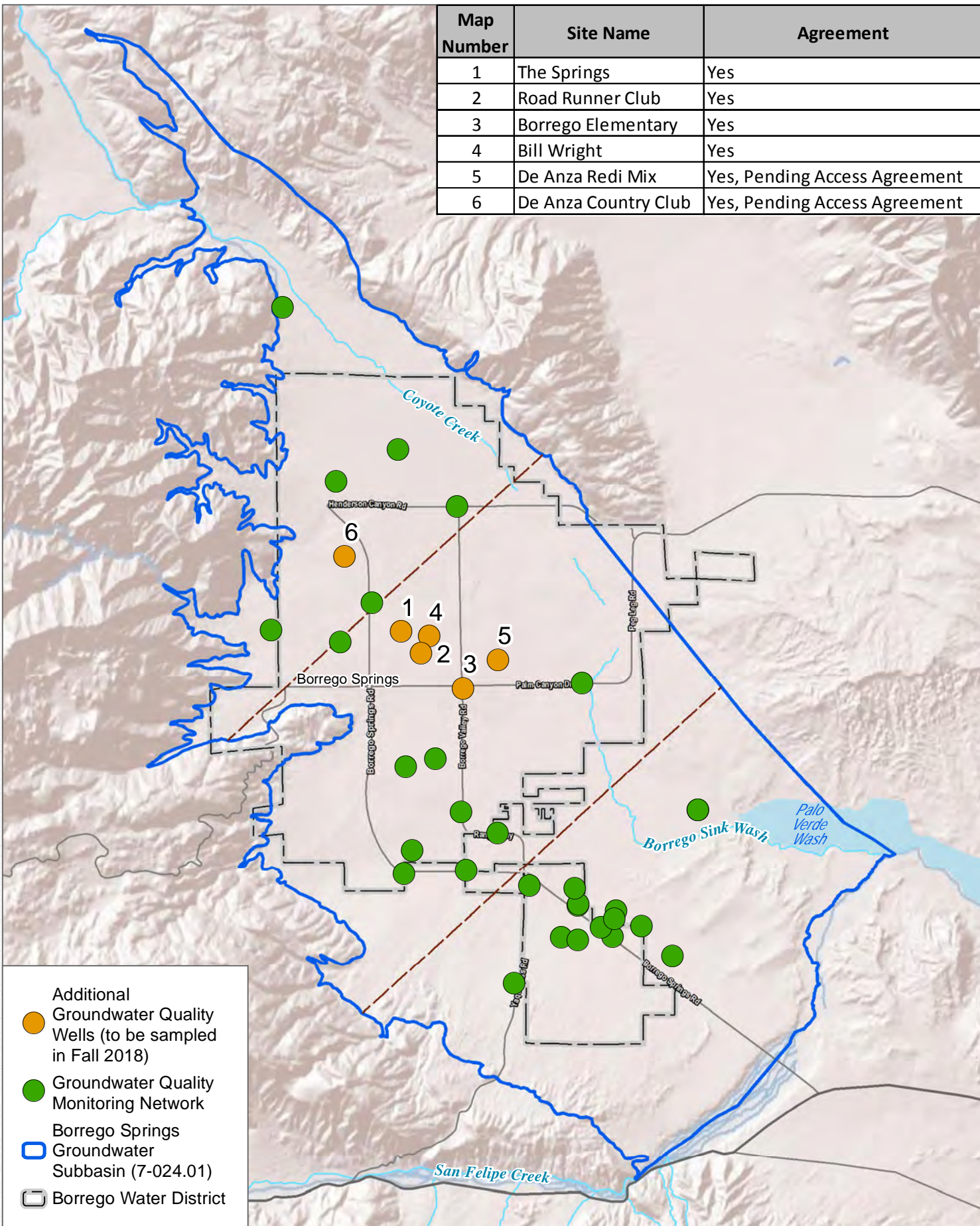
FISCAL IMPACT

N/A

ATTACHMENTS

WQ Monitoring Update

Map Number	Site Name	Agreement
1	The Springs	Yes
2	Road Runner Club	Yes
3	Borrego Elementary	Yes
4	Bill Wright	Yes
5	De Anza Redi Mix	Yes, Pending Access Agreement
6	De Anza Country Club	Yes, Pending Access Agreement



SOURCE:

CONFIDENTIAL - FOR INTERNAL USE ONLY

Figure 1

Groundwater Quality Monitoring Network

DUDEK



0 5,500 11,000 Feet

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
September 26, 2018

Agenda Bill Item II.B.3

September 20, 2018

TO: Board of Directors

FROM: Geoff Poole, General Manager

SUBJECT: Borrego Groundwater Basin Risk and Vulnerability Assessment: Dr Jay Jones,
Environmental Navigation Services, Inc.

RECOMMENDED ACTION

Receive presentation and direct staff as deemed appropriate

ITEM EXPLANATION

This item was carried over from the September 18 meeting. Dr. Jones will present the results of his work to the BWD Board.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Presentation from Dr. Jones

Overview: BWD SDAC Grant Tasks 2 and 3

8/30/2018

Jay W. Jones, PG, PGP, Ph.D
Environmental Navigation Services, Inc.
(ENSI)

Tasks

- **Per the Grant, our Focus is on the Severely Disadvantaged Community (SDAC)**
- **The Borrego Water District (BWD) is the primary provider of drinking water to the SDAC. Therefore BWD's ability to reliably provide safe drinking water is critical to the SDAC.**

Tasks

- **Work is being done by multiple companies: 5 Tasks**

1.1 Community Characteristics Baseline Data Gathering

1.2a SDAC Engagement for GSP Planning

1.3b SDAC Engagement for GSP Implementation

Task 2: SDAC Impact & Vulnerability Analysis

2.1 Baseline Data Compilation on Water Use

2.2 Water Supply Impact / SDAC Vulnerability Analysis/GSP Impacts

Task 3: Decision Management Analysis

3.1 Water Supply Uncertainties (Monte Carlo Model)

3.2 BWD Cost and Rate Structure Uncertainty and Impact Analysis

3.3 SDAC Specific Impact Analysis

3.4 SGMA/Environmental/ Societal/Government Impacts

Task 4: Well Metering

4.1 Well Meter Installation and Calibration Report

Task 5: Water Vulnerability / New Well Site Feasibility

5.1 Well Ranking System

5.2 BWD Water Model Update and Calibration

5.3 Well Test Drilling (begin drilling 12/1/18)

Tasks

- Task 1 (LeSar Development Corp.): SDAC Engagement

Community-specific outreach, surveys, and research. Information to be used in ENSI's Task 2 to understand potential impacts and vulnerabilities of the SDAC relative to economic and social changes that will occur with groundwater use reductions.

Also examining the overall community structure and economics, again to better understand how the SDAC may be impacted.

Tasks

- Task 2 (ENSI): SDAC Impact and Vulnerability Analysis

Baseline Data Compilation

Summarize SDAC Engagement Information

Groundwater Quantity and Water Level Data

=> Specific to BWD operations

Groundwater Quality Data Review

=> Q: Can trends be reliably identified?

=> Q: Will water treatment be needed (when/where)?

BWD Infrastructure and Costs

Tasks

- Task 2 (ENSI): SDAC Impact and Vulnerability Analysis
Water Supply Impact/ SDAC Vulnerability

ID Key SDAC Concerns

BWD Infrastructure

=> Key question: How will BWD adapt?

=> ID Infrastructure changes related to GSP

(linked to Project Management Actions)

Example: new wells and pipelines, non-potable distribution

Tasks

- Task 3 (ENSI): Decision Management Analysis
Water Supply Uncertainties

How will the aquifer respond to pumping reductions?

=> Range of expected overdraft (quantity/ water levels)

=> Effect of varying reduction periods (vs. 20-yr SGMA)

How will BWD operations be affected?

=> Reduced well production, water quality impacts

=> Requirements under new role as co-GSA lead with County

=> Impact of low probability events (with low expectation of occurrence) that have major consequences.

Examples: rapid change in water quality requiring water treatment, or unexpected regulatory changes

Tasks

- Task 3 (ENSI): Decision Management Analysis
Water Supply Uncertainties

Uncertainty can range from low to high.

When uncertainty is low to moderate, Risk can generally be quantified in terms of probabilities.

When uncertainty is high Risks may not be able to be reliably quantified (i.e. just don't know, may know more in the future, or need options & contingencies ready)

In either case decisions need to be made.

Tasks

- Task 3 (ENSI): Decision Management Analysis
Water Supply Uncertainties: Impact Analyses

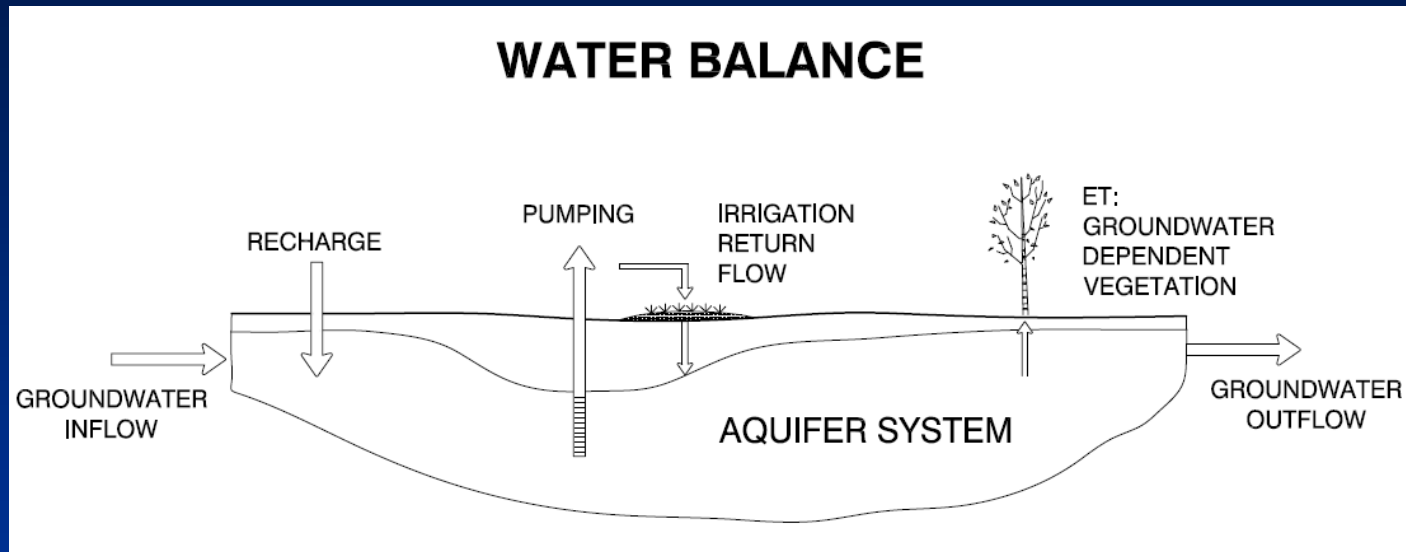
BWD-specific Costs, Options, and Impacts

SDAC-specific Impacts

‘Bigger Picture’ Community-Wide Impacts

...SDAC analyses are based on community feedback

Overdraft Analysis Methodology



INFLOWS:	RECHARGE (SURROUNDING WATERSHED INFLOW)
	LATERAL GROUNDWATER
	IRRIGATION RETURN FLOWS
OUTFLOWS:	PUMPING
	LATERAL GROUNDWATER
	EVAPORATION - NATIVE PLANTS

Overdraft Analysis Methodology

Current Pumping Rate Target is 5700 AFY

- 4,300 AFY as recharge, primarily inflow from tributary watersheds (e.g. Coyote Creek)
- 1,400 AFY as groundwater inflow

Put all of the inflow and outflow values into the water budget and calculate overdraft over time. A 20-yr period used in this example.

- Include a pumping rate: 22,044 AFY that reduces to 5,700 AFY over 20 years
- Include irrigation return flow: 10% of total pumping (USGS model)
- Include groundwater outflow: 525 AFY (USGS Model)
- Include native plant GW use: 400 AFY (USGS Model)

NOTE: This is a working draft example. All of these parameters are subject to further review, evaluation, and confirmation. Should this methodology be employed during GSP implementation ongoing parameter review will be necessary per the GSP update and management process.

Overdraft Analysis Methodology

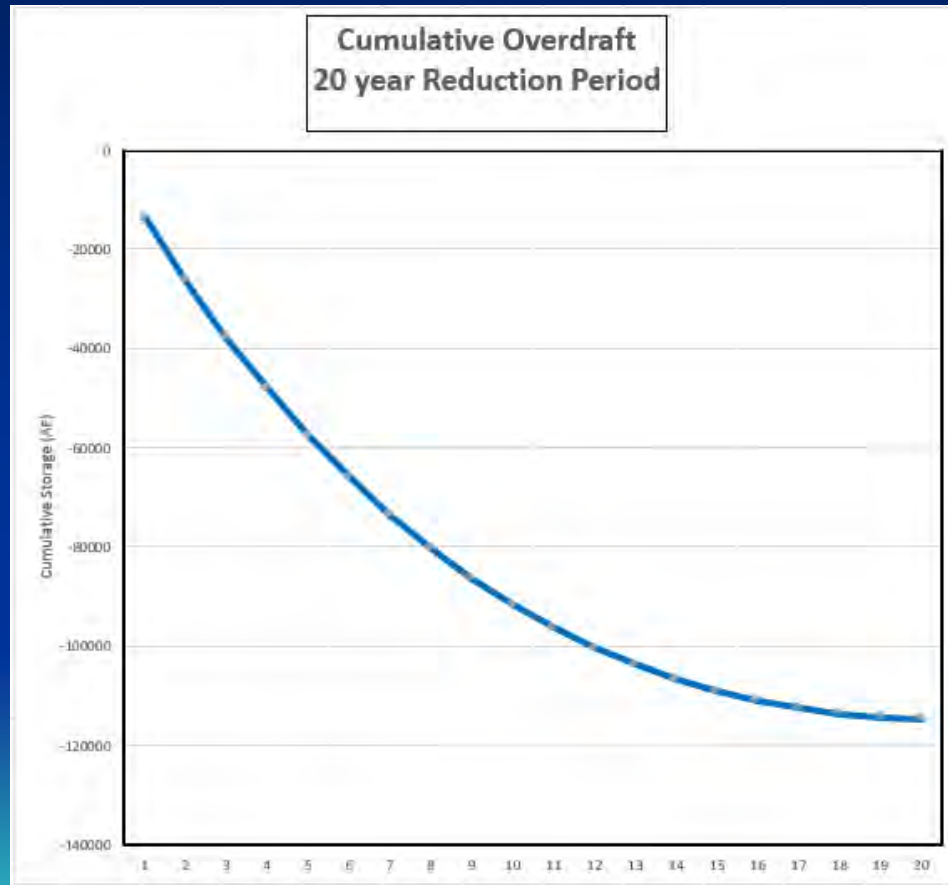
Result of Calculations: ~115,000 AF after 20 years

year	INFLOW (AFY)			OUTFLOW (AFY)			INFLOW-OUTFLOW (AFY)		
	GW-in (GW BC)	Natural Recharge 1975_95	Irrigation Return 10%	GW_out	ET	Q_total 22044	yr	10%	Change in Storage
1	1400	4300	2060	525	400	20603	1	-13767	-13767
2	1400	4300	1926	525	400	19255	2	-26322	-12555
3	1400	4300	1800	525	400	17996	3	-37744	-11422
4	1400	4300	1682	525	400	16819	4	-48106	-10363
5	1400	4300	1572	525	400	15720	5	-57479	-9373
6	1400	4300	1469	525	400	14692	6	-65926	-8448
7	1400	4300	1373	525	400	13731	7	-73509	-7583
8	1400	4300	1283	525	400	12833	8	-80284	-6775
9	1400	4300	1199	525	400	11994	9	-86304	-6020
10	1400	4300	1121	525	400	11210	10	-91618	-5314
11	1400	4300	1048	525	400	10477	11	-96272	-4654
12	1400	4300	979	525	400	9792	12	-100309	-4037
13	1400	4300	915	525	400	9151	13	-103770	-3461
14	1400	4300	855	525	400	8553	14	-106693	-2923
15	1400	4300	799	525	400	7994	15	-109112	-2419
16	1400	4300	747	525	400	7471	16	-111061	-1949
17	1400	4300	698	525	400	6982	17	-112570	-1509
18	1400	4300	653	525	400	6526	18	-113669	-1098
19	1400	4300	610	525	400	6099	19	-114383	-714
20	1400	4300	570	525	400	5700	20	-114738	-355
avg:	4300	1168							-114738

Overdraft Analysis Methodology

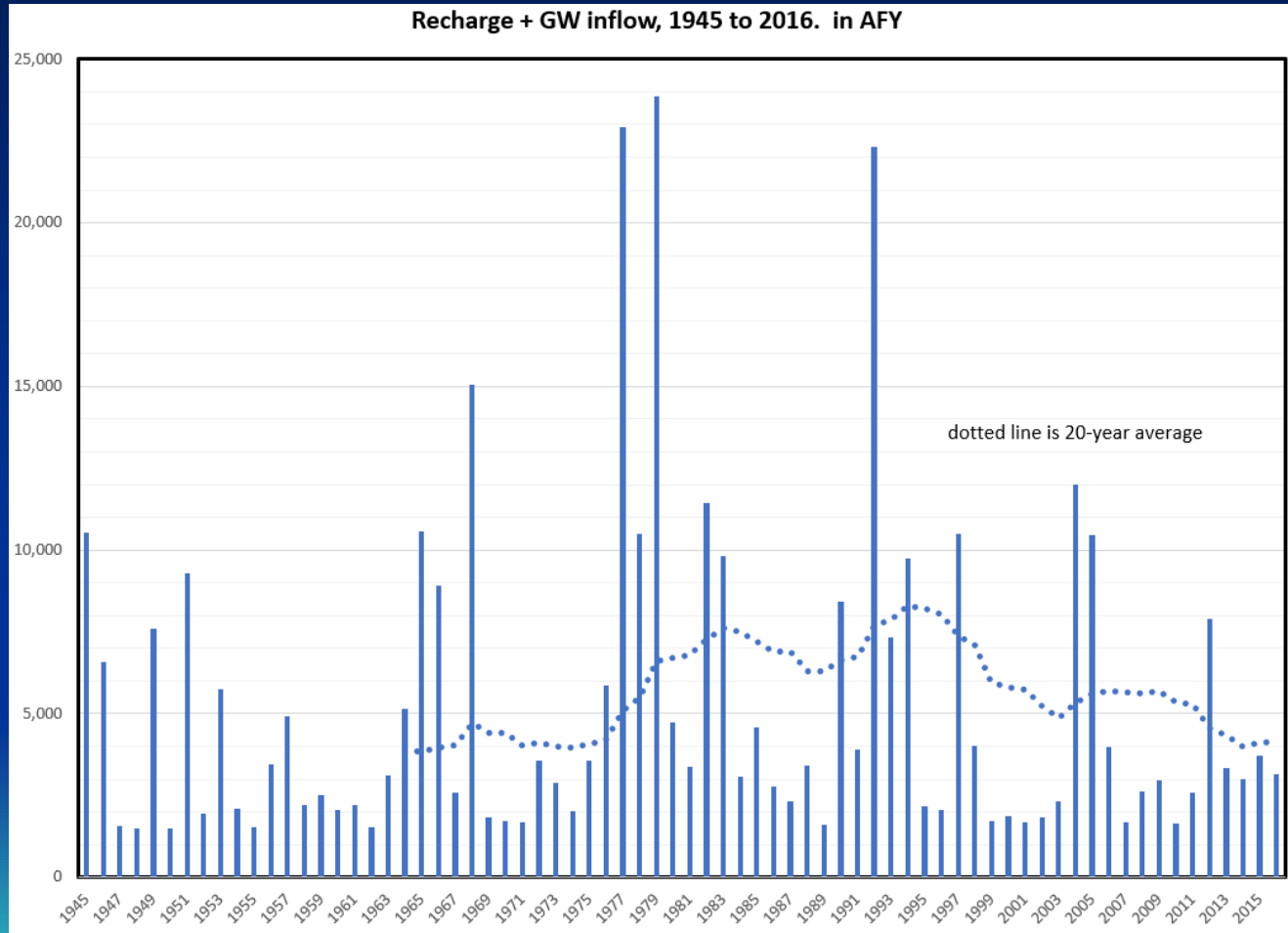
~ 115,000 AF of overdraft

(adds to ~520,000 AF [1945-2016, per Dudek Model update])



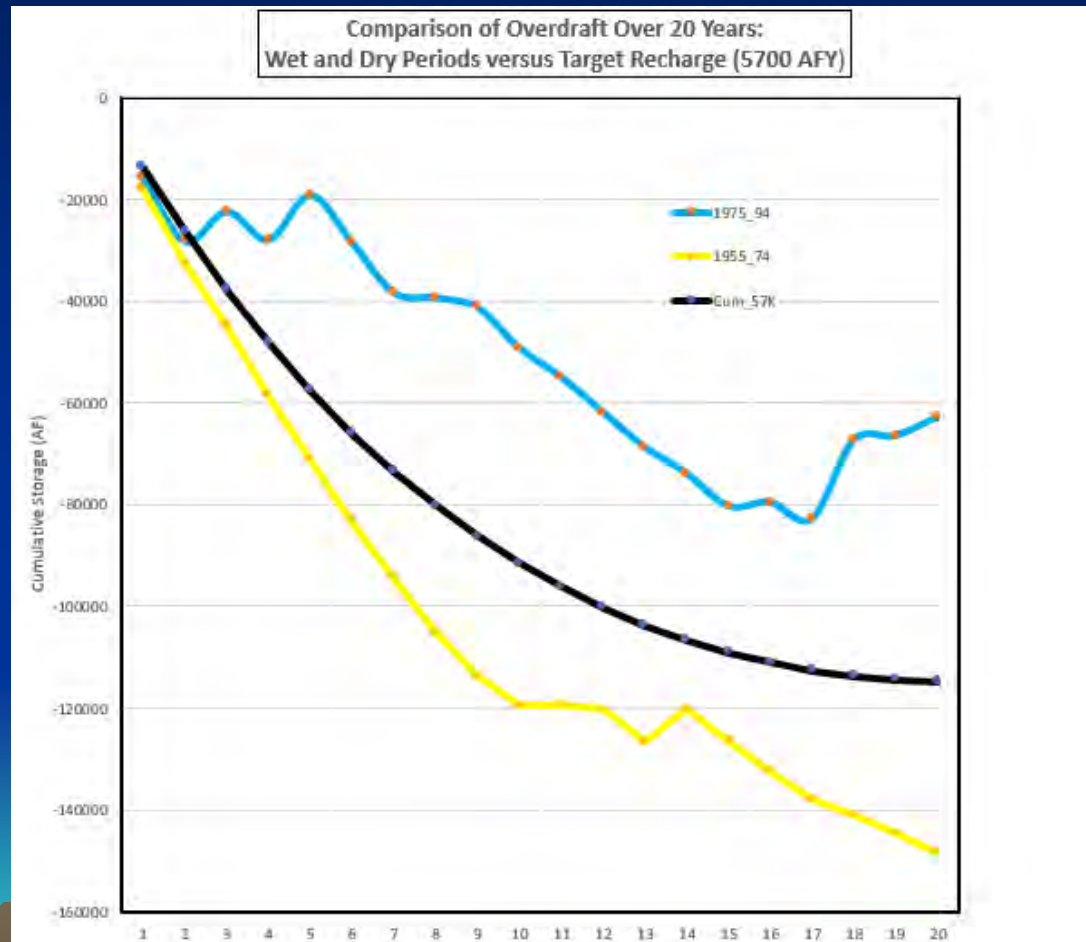
Overdraft Analysis Methodology

Recharge Varies Over Time (Values from the USGS Model Update)



Overdraft Analysis Methodology

Compare vs. historically 'wet' (1975 to 1994) and 'dry' (1944 to 1974) periods
(Ranges from 63,000 to 149,000 AF.... vs. 115,000 AF)



Overdraft Analysis Methodology

Uses historical recharge values, and assigns ranges to the other water balance values derived from the USGS Groundwater Model. Here randomly use values to calculate overdraft in what is termed a Monte Carlo Simulation

Inflow

- Recharge: Randomly Pick 20-year periods from 1945 to 2016
- GW Inflow: 1,400 AFY. Vary +/- 10% [1260 to 1540]
- Irrigation Return Flow: 10% of Total Pumping. Vary from 5 to 15%

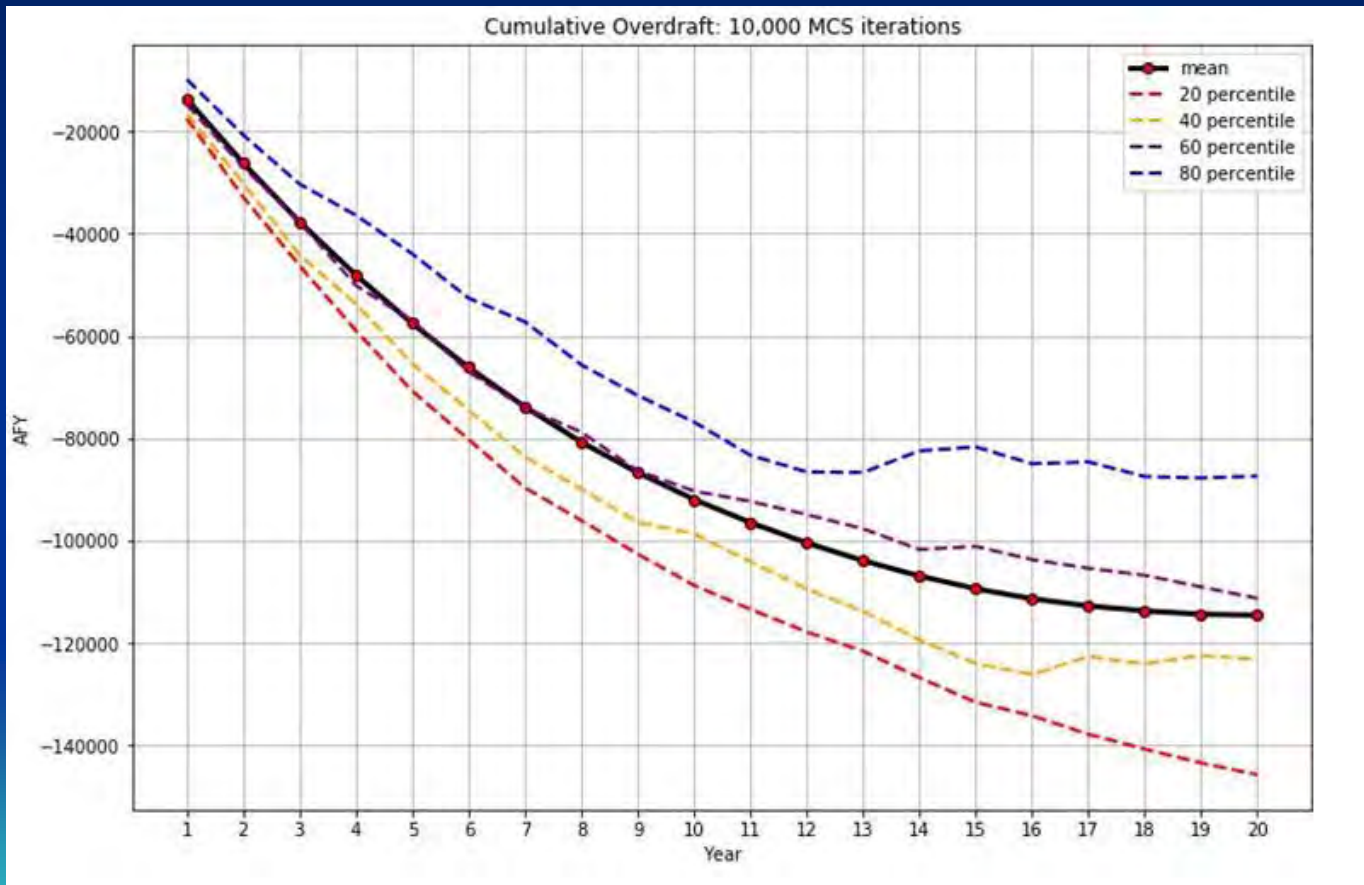
Outflow

- Pumping: Steady Annual Reduction (~6.5% per year)
- GW Outflow: 525 AFY. Vary +/- 10% [473 to 578]
- Native Plant ET: 400 AFY. Vary +/- 25% [300 to 500]

$$\text{Overdraft} = \text{Outflows} - \text{Inflows}$$

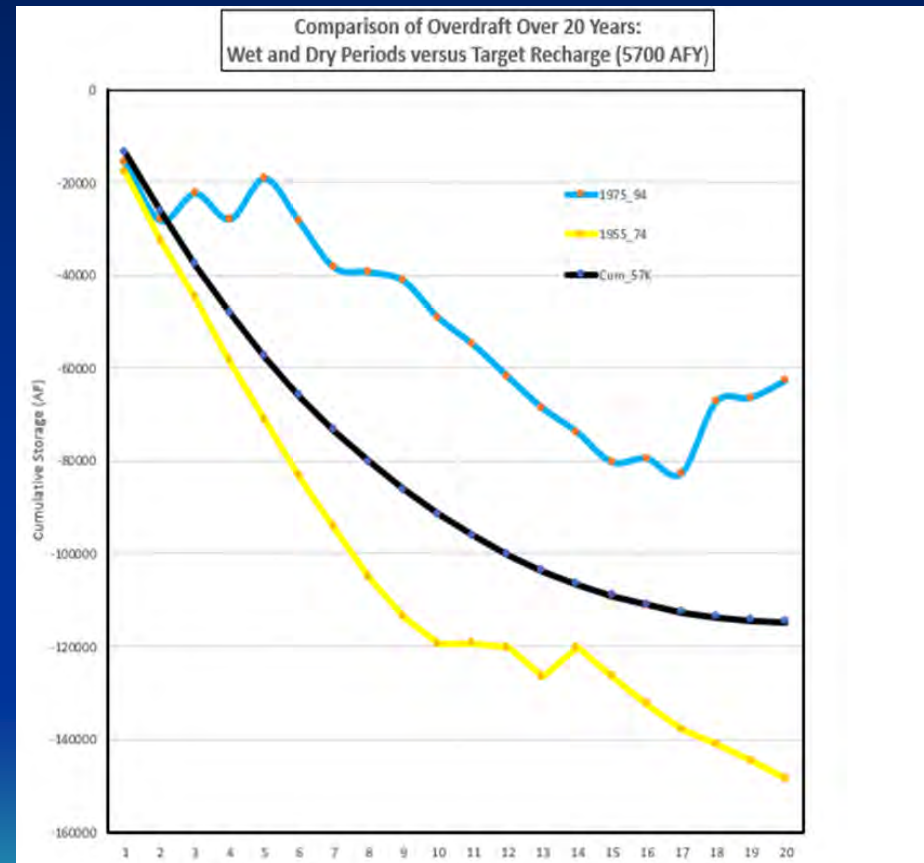
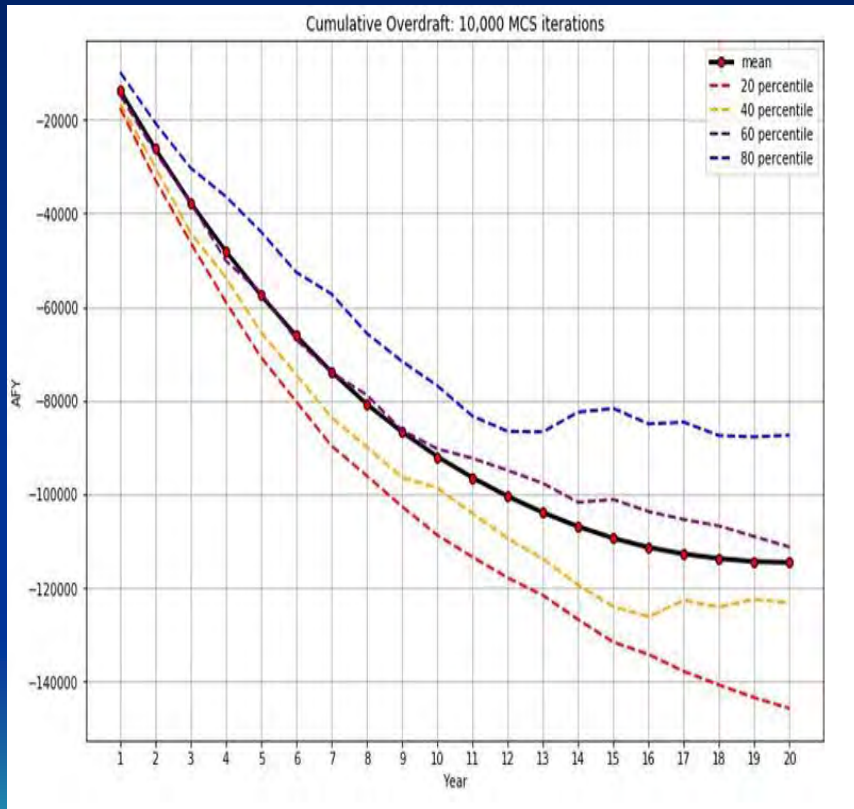
Overdraft Analysis Methodology

Randomly pick parameter values, run 10,000 20-year simulations, get a range of results that can be described statistically



Overdraft Analysis Methodology

Comparison of MCS Simulations with the 'wet' and 'dry' periods



Overdraft Analysis Methodology

Summary

- Provides a structure that recognizes all of the water balance components
- Extracts Results from USGS Model to support ‘big picture’ analysis.
- Recognizes that the model results are not ‘exact’ and can be used to develop statistically-based analyses.
- Can be used to assess differing pumping rate reductions over time, potential range of outcomes, or to track progress towards addressing critical overdraft.

Questions?

Jay Jones
Environmental Navigation Services, Inc.

EnviroNavigation@gmail.com

The logo of the Borrego Water District is a circular seal. It features a central illustration of a person riding a horse across a landscape with mountains and a river. The text "BORREGO WATER DISTRICT" is written around the perimeter of the seal, and "EST. 1962" is at the bottom. The logo is faded and serves as a background for the text.

Item V .A

Staff Reports

Financials

June 2018

July 2018

	C	W	X	Y	Z	AD	AE
1	FYE	5/23/2017					
2	CASH FLOW	ADOPTED	Actual	Projected	Actual	BUDGET/	EXPLANATION
3	2017-2018	BUDGET	June	June	YTD	ACTUAL	
4		FY 2018	2018	2018	2017-2018		
5							
6	REVENUE						
7	WATER REVENUE						
8	Residential Water Sales	949,885	66,668	78,000	899,928	95%	
9	Commercial Water Sales	302,856	41,481	30,000	435,939	144%	
10	Irrigation Water Sales	210,597	18,067	19,496	233,131	111%	
11	GWM Surcharge	160,274	15,433	14,721	173,745	108%	
12	Water Sales Power Portion	457,206	42,645	44,780	480,966	105%	
13	TOTAL WATER COMMODITY REVENUE:	2,080,818	184,294	186,997	2,223,710	107%	
14							
15	Readiness Water Charge	1,114,240	102,687	91,000	1,095,528	98%	
16	RH Golf Course surplus capacity lease		0	-	29,920		Not budeted
18	Meter Install/Reconnect Fees	1,360	340	-	51,425	3781%	Sheriff/Library
19	Backflow Testing/Installation	7,000	5,230	7,000	5,630	80%	
20	Bulk Water Sales	600	1,353	-	24,438	4071%	Sheriff/Library Transferred to CSU refunds
21	Penalty & Interest Water Collection	19,000	4,472	830	4,472	24%	
22	TOTAL WATER REVENUE:	3,223,018	298,377	285,827	3,435,123	107%	
23							
24	PROPERTY ASSESSMENTS/AVAILABILITY CHARGES						
25	641500 1% Property Assessments	62,303	713	200	23,947	38%	Transferred to CSU refunds
26	641502 Property Assess wtr/swr/fld	106,212	691	300	106,498	100%	
28	641501 Water avail Standby	82,445	2,092	2,000	85,663	104%	
30	641504 ID 3 Water Standby (La Casa)	33,722	365	490	34,156	101%	
31	641503 Pest standby	17,882	1,623	523	17,640	99%	
32	TOTAL PROPERTY ASSES/AVAIL CHARGES:	302,563	5,484	3,513	267,903	89%	
33							
34	SEWER SERVICE CHARGES						
35	Town Center Sewer Holder fees	226,391	18,798	18,772	221,074	98%	
36	Town Center Sewer User Fees	85,015	7,106	7,085	84,189	99%	
37	Sewer user Fees	267,460	44,399	22,482	293,609	110%	
39	Penalty Interest-Sewer	3,000	1,930	-	8,099	270%	
41	TOTAL SEWER SERVICE CHARGES:	581,866	72,234	48,339	606,971	104%	
42							
43	OTHER INCOME						
46	Fire Hydrant Installation		0	-	6,000		Did not budget
48	Water Credits income			-	500		Did not budget
49	Interest Income	6,600	1,844	1,700	19,999	303%	Did not budget enough
50	TOTAL OTHER INCOME:	6,600	1,844	1,700	26,499		
51							
52	TOTAL INCOME:	4,114,047	377,938	339,379	4,336,496	105%	
61							
62	CASH BASIS ADJUSTMENTS						
63	Decrease (Increase) in Accounts Receivable		28,793		464,153		
65	Deposits		(3,600)		16,103		
66	Other Cash Basis Adjustments				16,755		
67	TOTAL CASH BASIS ADJUSTMENTS:		25,193		51,567		
68							
69	TOTAL INCOME RECEIVED:	4,114,047	403,131	339,379	4,388,062	107%	

	C	W	X	Y	Z	AD	AE
1	FYE	5/23/2017					
2	CASH FLOW	ADOPTED	Actual	Projected	Actual	BUDGET/	EXPLANATION
3	2017-2018	BUDGET	June	June	YTD	ACTUAL	
4		FY 2018	2018	2018	2017-2018		
71	EXPENSES						
72							
73	MAINTENANCE EXPENSE						
74	R & M Buildings & Equipment	185,000	7,753	15,000	174,467	94%	
75	R & M - WWTP	185,000	8,586	250,000	92,442	50%	Capitalized manhole project
76	Telemetry	8,000	0	-	12,370	155%	New 900 tank scada imposed mandatory recycling Bin beg 11/30/18-\$104.7 mo
77	Trash Removal	4,200	418	420	4,607	110%	
78	Vehicle Expense	18,000	523	1,500	12,612	70%	New vehicles?
79	Fuel & Oil	23,000	1,659	4,000	32,666	142%	Increase in Fuel Cost
80	TOTAL MAINTENANCE EXPENSE:	423,200	18,939	270,920	329,165	78%	
81							
82	PROFESSIONAL SERVICES EXPENSE						
83	Tax Accounting (Tausig)	3,000	0	885	2,274	76%	
84	Administrative Services (ADP)	3,000	206	219	2,976	99%	
85	Audit Fees (Squamliner)	15,995	0	-	15,896	100%	
86	Computer billing (Accela/Parker)	13,500	4,182	-	20,313	150%	extra consulting costs for Cyber Security program
87	Financial/Technical Consulting (Raftelis) (Fieldman) (Holt Group)	41,000	0	2,502	35,044	85%	
88	Engineering (Dynamic/Dudek)	50,000	35,441	4,000	75,282	151%	
89	District Legal Services (Downey Brand/BBK)	20,000	7,384	5,000	99,292	496%	
90	Testing/lab work (Babcock Lab)	8,400	630	1,000	13,160	157%	Extra testing
91	Regulatory Permit Fees (SWRB/DEH/Dig alerts/APCD)	27,160	869	500	21,458	79%	
92	TOTAL PROFESSIONAL SERVICES EXPENSE:	182,055	48,712	14,106	285,795	157%	
93							
94	INSURANCE EXPENSE						
95	ACWA/JPIA Program Insurance	57,000	0	-	54,682	96%	
96	ACWA/JPIA Workers Comp	16,000	4,017	4,000	15,697	98%	
97	TOTAL INSURANCE EXPENSE:	73,000	4,017	4,000	70,379	96%	
98							
99	DEBT EXPENSE						
100	Citizens Bank-COP 2008 Debt Payment	251,475	(2,495)	-	248,981	99%	
101	BBVA-Viking Ranch Debt Payment	143,312	0	-	143,280	100%	
104	TOTAL DEBT EXPENSE:	394,787	(2,495)	-	392,261	99%	
105	EXPENSES						
106	PERSONNEL EXPENSE						
107	Board Meeting Expense (board stipend/board secretary)	22,000	1,545	1,820	21,623	98%	
108	Salaries & Wages (gross)	826,000	66,981	67,475	807,663	98%	
109	Salaries & Wages offset account (board stipends/staff project st)	(55,000)	11,122	(5,000)	(72,600)	132%	Sheriff/Library
110	Consulting services/Contract Labor	24,000	0	-	13,935	58%	
111	Taxes on Payroll	22,000	1,102	1,734	20,867	95%	
112	Medical Insurance Benefits	220,100	0	-	218,133	99%	
113	Calpers Retirement Benefits	179,200	6,382	6,500	153,509	86%	5 new certificates conference/hotels
114	Conference/Conventions/Training/Seminars	8,000	3,585	359	18,779	235%	
115	TOTAL PERSONNEL EXPENSE:	1,246,300	90,717	72,888	1,181,909	95%	
116							
117	OFFICE EXPENSE						
118	Office Supplies	18,000	554	500	19,207	107%	
119	Office Equipment/ Rental/Maintenance Agreements	35,000	1,462	150	47,393	135%	Computer desks/computers
120	Postage & Freight	15,000	0	2,100	10,743	72%	
121	Taxes on Property	2,331	0	-	2,334	100%	
122	Telephone/Answering Service/Cell	19,000	2,995	1,628	20,284	107%	
123	Dues & Subscriptions (ACWA/CSDA)	21,526	151	145	19,974	93%	
124	Printing, Publications & Notices	3,000	0	582	1,364	45%	
125	Uniforms	5,400	449	510	5,975	111%	Paid 13 months
126	OSHA Requirements/Emergency preparedness	4,000	24	579	3,969	99%	
127	TOTAL OFFICE EXPENSE:	123,257	5,635	6,194	131,242	106%	
128							
129	UTILITIES EXPENSE						
130	Pumping-Electricity	300,000	27,658	24,500	325,056	108%	
131	Office/Shop Utilities	20,000	145	500	6,938	35%	Solar
133	TOTAL UTILITIES EXPENSE:	320,000	27,803	25,000	331,994	104%	
134							
135	GROUNDWATER MANAGEMENT EXPENSE						
136	GWM -GSP Development Expense	120,000	33,916	10,000	231,997	193%	
137	GSP Project Management	120,000					
138	Prop 1 Grant Expense	30,000	33,314	-	120,875	403%	
139	TOTAL GWM EXPENSE:	270,000	67,230	10,000	352,871	131%	
140							
141	TOTAL EXPENSES:	3,032,600	260,559	403,108	3,075,615	101%	
142	CASH BASIS ADJUSTMENTS						
143	Decrease (Increase) in Accounts Payable		(129,766)		(303,247)		
144	Increase (Decrease) in Inventory		(4,346)		114,684		
145	Decrease (Increase) in CSD refund payable				(115,460)		
146	Other Cash Basis Adjustments				-		
147	TOTAL CASH BASIS ADJUSTMENTS:		(134,112)		(304,023)		
148							
149	TOTAL EXPENSES PAID:	3,032,600	126,447	403,108	2,771,592	101%	
150							
155	NET CASH FLOW (O&M)	1,081,447	276,685	(63,729)	1,616,470		

	C	W	X	Y	Z	AD	AE
1	FYE	5/23/2017					
2	CASH FLOW	ADOPTED	Actual	Projected	Actual	BUDGET/	EXPLANATION
3	2017-2018	BUDGET	June	June	YTD	ACTUAL	
4		FY 2018	2018	2018	2017-2018		
157	CIP PROJECTS-OPERATIONS						
158	Water						
159	Pickup	50,000			39,555	79%	Capitalized
160	Well rehabilitation	80,000			-		
161	10" Bypass at ID 1 Booster Station Pump #2	15,000			16,140	108%	Capitalized
162	10" Bypass at ID 1 Booster Station Pump #3	25,000		10,000	25,218	101%	
166	Emergency Generator Mobile Trailer	12,000		12,000	-		
171	New 900 Reservoir	525,000			610,797	116%	Dozer rental, fence
172	Replace Twin Tanks-(prop 1 grant)	579,000			-		
174	<i>Replace Wilcox Diesel Motor-(Prop 1 grant)</i>	59,000			-		
175	<i>Replace Indianhead Reservoir-(Prop 1 grant)</i>	294,000		0	-		
176	<i>Rams Hill #2, 1980 balv. 0.44 MG recoating-(Prop 1 grant)</i>	161,000			-		
178	Transmission line to convey Well 5 water to C.C. Reservoir (pipe	83,000			18,844	23%	O&M
179	T Anchor Dr., Frying Pan Rd. to Double O Rd. (Pipeline 6)	34,000		10,000	7,009	21%	O&M
180	Weatheravane Dr., Frying Pan Road to Double O Road (Pipeline	34,000		10,000	7,009	21%	O&M
181	Well 12 pump and casing cleaning	50,000			90,849	182%	Adj well 12 asset #305
182	Mail machine inserter				10,548		Capitalized
183	TOTAL WATER CIP:	2,001,000	-	42,000	851,187	43%	
184	Sewer						
194	<i>Plant-Grit removal at the headworks-(Prop 1 grant)</i>	100,000			-		
195	Manhole Rehab Project		242,824		242,824		Budgeted in O&M Capitalized
196	<i>WTF-Rehab Clarifier (Prop 1 grant)</i>	118,500		-	-		
197	TOTAL SEWER CIP:	218,500	242,824	-	242,824	111%	
199	TOTAL CIP OPERATION EXPENSES:	2,219,500	242,824	42,000	1,094,011	49%	
201	CASH RECAP						
202	Cash beginning of period	4,589,663	4,638,255	4,638,255	4,149,656		
203	Net Cash Flow (O&M)	1,081,447	276,685	(63,729)	1,616,470		
204	Total Non O&M Expenses	(2,219,500)	(242,824)	(42,000)	(1,094,011)		
205	CASH AT END OF PERIOD	3,451,611	4,672,116	4,532,527	4,672,116	135%	
207	RESERVES						
208	Working Capital-Water (4 months)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)		
209	R & R Reserves	(532,000)	(532,000)	(532,000)	(532,000)		
210	Contingency Reserves (8 % O&M)	(240,000)	(240,000)	(240,000)	(240,000)		
211	Rate Stabilization Reserves	(800,000)	(800,000)	(800,000)	(800,000)		
212	Available for Emergency Reserves	1,411,611	2,100,116	1,960,527	2,100,116		
213	Target Emergency Reserves	2,000,000	2,000,000	2,000,000	2,000,000		
214	Emergency Reserves Deficit	(588,389)	100,116	(39,474)	100,116		



TREASURER'S REPORT June, 2018

% of Portfolio

Bank Balance	Carrying Value	Fair Value	Current Actual	Rate of Interest	Maturity	Valuation Source
--------------	----------------	------------	----------------	------------------	----------	------------------

Cash and Cash Equivalents:

Demand Accounts at UB/LAIF

General Account/Petty Cash	\$ 2,415,416	\$ 2,415,566	\$ 2,415,566	51.70%	0.00%	N/A	UB
Payroll Account	\$ 119,963	\$ 113,585	\$ 113,585	2.43%	0.00%	N/A	UB
MMA	\$ 2,121,434	\$ 2,121,434	\$ 2,121,434	45.41%	1.00%	N/A	UB
LAIF	\$ 21,430	\$ 21,531	\$ 21,531	0.46%	1.20%	N/A	LAIF
Total Cash and Cash Equivalents	\$ 4,678,243	\$ 4,672,116	\$ 4,672,116	100.00%			

Facilities District No. 2017-1A-B

Special Tax Bond- Rams Hill -US BANK	\$ 320,512	\$ 320,512	\$ 320,512				
Total Cash, Cash Equivalents & Investments	\$ 4,998,755	\$ 4,992,629	\$ 4,992,629				

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on July 19, 2018

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

Sources of valuations are Umpqua Bank, LAIF and US Trust Bank.

Kim Pitman, Administration Manager



	BALANCE SHEET June 30, 2018 (unaudited)	BALANCE SHEET May 31, 2018 (unaudited)	MONTHLY CHANGE (unaudited)
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 4,672,116.30	\$ 4,638,255.02	\$ 33,861.28
Accounts receivable from water sales and sewer charges	\$ 464,153.06	\$ 435,360.05	\$ 28,793.01
Inventory	\$ 114,684.08	\$ 119,030.08	\$ (4,346.00)
Prepaid expenses	\$ 31,826.98	\$ 30,655.73	\$ 1,171.25
TOTAL CURRENT ASSETS	\$ 5,282,780.42	\$ 5,223,300.88	\$ 59,479.54
RESTRICTED ASSETS			
Debt Service:			
Deferred amount of COP Refunding	\$ 92,538.01	\$ 102,542.17	\$ (10,004.16)
Deferred Outflow of Resources-CalPERS	\$ 356,748.00	\$ 356,748.00	\$ -
Total Debt service	\$ 449,286.01	\$ 459,290.17	\$ (10,004.16)
Trust fund:			
Investments with fiscal agent -CFD 2017-1	\$ 320,512.41	\$ 41,342.23	\$ 279,170.18
Total Trust fund	\$ 320,512.41	\$ 41,342.23	\$ 279,170.18
TOTAL RESTRICTED ASSETS	\$ 769,798.42	\$ 500,632.40	
UTILITY PLANT IN SERVICE			
Land	\$ 2,251,663.65	\$ 2,251,663.65	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 156,315.11	\$ 959,731.46	\$ (803,416.35)
Sewer Facilities	\$ 6,175,596.99	\$ 5,992,778.56	\$ 182,818.43
Water facilities	\$ 11,621,513.88	\$ 11,010,716.48	\$ 610,797.40
General facilities	\$ 1,006,881.07	\$ 1,016,229.37	\$ (9,348.30)
Equipment and furniture	\$ 585,522.57	\$ 574,974.27	\$ 10,548.30
Vehicles	\$ 594,050.91	\$ 622,357.41	\$ (28,306.50)
Accumulated depreciation	\$ (13,268,053.10)	\$ (12,760,530.47)	\$ 507,522.63
NET UTILITY PLANT IN SERVICE	\$ 13,410,831.08	\$ 13,955,260.73	\$ (544,429.65)
OTHER ASSETS			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
TOTAL OTHER ASSETS	\$ 185,000.00	\$ 185,000.00	
TOTAL ASSETS	\$ 19,648,409.92	\$ 19,864,194.01	\$ (215,784.09)



Balance sheet continued

	BALANCE SHEET June 30, 2018 (unaudited)	BALANCE SHEET May 31, 2018 (unaudited)	MONTHLY CHANGE (unaudited)
LIABILITIES			
CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS			
Accounts Payable	\$ 235,289.57	\$ 133,597.81	\$ 101,691.76
Accrued expenses	\$ 147,386.12	\$ 123,110.45	\$ 24,275.67
CSD Refund Payable	\$ 115,460.00	\$ 185,350.46	\$ (69,890.46)
Deposits	\$ 16,103.26	\$ 19,703.26	\$ (3,600.00)
TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS	\$ 514,238.95	\$ 461,761.98	\$ 52,476.97
CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS			
Debt Service:			
Accounts Payable to CFD 2017-1	\$ 320,512.41	\$ 41,342.23	\$ 279,170.18
TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS	\$ 320,512.41	\$ 41,342.23	\$ 279,170.18
LONG TERM LIABILITIES			
2008 Certificates of participation	\$ 2,180,000.00	\$ 2,180,000.00	\$ -
BBVA Compass Bank Loan	\$ 844,505.85	\$ 844,505.85	\$ -
Net Pension Liability-CalPERS	\$ 819,059.00	\$ 819,059.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 163,076.00	\$ 163,076.00	\$ -
TOTAL LONG TERM LIABILITIES	\$ 4,006,640.85	\$ 4,006,640.85	\$ -
TOTAL LIABILITIES	\$ 4,841,392.21	\$ 4,509,745.06	\$ 331,647.15
FUND EQUITY			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:			
Unrestricted Reserves/Retained Earnings	\$ 5,195,203.36	\$ 5,742,634.60	\$ (547,431.24)
Total retained earnings	\$ 5,195,203.36	\$ 5,742,634.60	\$ (547,431.24)
TOTAL FUND EQUITY	\$ 14,807,017.71	\$ 15,354,448.95	\$ (547,431.24)
TOTAL LIABILITIES AND FUND EQUITY	\$ 19,648,409.92	\$ 19,864,194.01	\$ (215,784.09)



To: BWD Board of Directors
 From: Kim Pitman
 Subject: Consideration of the Disbursements and Claims Paid
 Month Ending June, 2018

Vendor disbursements paid during this period: **\$ 386,325.82**

Significant items:

San Diego Gas & Electric	\$	27,802.96
Medical Health Benefits (Pay in July)		
CalPERS	\$	4,725.72
ACWAJPIA-Workers Comp quarterly payment	\$	4,017.49

Capital Projects/Fixed Asset Outlays:

Downstream-Manhole replacement project	\$	242,824.00
--	----	------------

Total Professional Services for this Period:

Best Best & Krieger	Legal-general	\$	8,579.71
	GWM	\$	16,877.08
LeSar Development	GWM-SDAC	\$	3,250.00
Environmental Navigation Services	Grant	\$	23,000.00
TRAC	Grant	\$	2,477.13
Dudek	Grant	\$	7,063.75
	BVGB GSP	\$	5,220.00

Payroll for this Period:

Gross Payroll	\$	66,981.00
Employer Payroll Taxes and ADP Fee	\$	1,303.00
Total	\$	68,284.00

Accounts Payable

Board Report, June 2018



Vendor	Vendor Name	Check Amount
1032	A-1 IRRIGATION, INC.	97.20
1109	ABILITY ANSWERING/PAGING SER	234.60
3035	ACWA / JPIA PROGRAM INSURANCE	4,017.49
1266	AFLAC	1,551.62
1034	AGGREGATE PRODUCTS INC.	69.01
1001	AMERICAN LINEN INC.	448.56
61	AT&T MOBILITY	1,125.26
9529	AT&T-CALNET 3	377.49
9255	BABCOCK LABRATORIES	590.00
10884	BEST BEST & KRIEGER ATTORNEYS AT LAW	25,456.79
9782	BILL LANZAROTTA VOICE AND VIDEO	190.00
1003	BORREGO SPRINGS BOTTLED WATER	8.00
56	CMS BUSINESS FORMS, INC.	249.66
48	COUNTY OF SAN DIEGO DEPT OF PUBLIC WORKS	868.50
1222	DEBBIE MORETTI	122.00
96	DISH	151.44
9474	DOWNSTREAM SERVICES, INC.	242,824.00
9640	DUDEK	12,283.75
10907	ENVIRONMENTAL NAVIGATION SERVICES, INC	23,000.00
10876	GEOFFREY POOLE	2,916.66
10906	Granite Construction	1,200.00
9579	GREEN DESERT LANDSCAPE	4,770.00
10880	GREYSON LEVENS	270.00
1136	HOME DEPOT CREDIT SERVICES	708.72
9644	HVAC	337.65
9614	HYDROTEX	365.32
1022	JAMES HORMUTH DE ANZA TRUE VALUE	123.41
65	JC LABS & MONITORING SERVICE	1,500.00
9385	JOHNSON CONTROLS SECURITY SOLUTIONS	219.01
10889	LESAR DEVELOPMENT CONSULTANTS	3,250.00
10899	LOUIS ALEXANDER THE RICK ALEXANDER COMPANY	2,477.13
1066	MANUEL RODRIGUEZ DE ANZA READY MI	1,326.68
9643	MAR-CON PRODUCTS	1,002.08
10904	McCullough Design	1,200.00
1016	NAPA AUTO PARTS INC	157.51
10891	NEOPOST USA INC	625.06
10852	ONE ELEVEN WATER SERVICES, LLC.	1,248.00
1208	PACIFIC PIPELINE SUPPLY INC	3,452.28
9633	RAMONA DISPOSAL SERVICE	3,431.51
1114	ROGELIO MARTINEZ	85.00
1065	SAN DIEGO GAS & ELECTRIC	27,802.96
9525	SLUDGEBUSTERS INC.	1,400.00
10885	THE SOCO GROUP, INC.	1,658.71
9581	TRAVIS PARKER	3,912.45
3000	U.S.BANK CORPORATE PAYMENT SYS	3,878.99
1023	UNDERGROUND SERVICE ALERT	57.85
10847	USA COMMUNICATIONS	240.94
9439	USABLUEBOOK	1,088.49
1100	VERIZON WIRELESS	152.04
1623	WENDY QUINN	225.00
92	XEROX FINANCIAL SERVICES	377.00

Report Total (58 checks): 386,325.82

	C	Y	Z	AA	AB	AC
1	BWD	6/19/2018				
2	BUDGET CASH FLOW	ADOPTED	Actual	Projected		Actual
3	2018-2019	BUDGET	July	July		YTD
4		2018-2019	2018	2018		2018-2019
5						
6	REVENUE					
7	WATER REVENUE					
8	Residential Water Sales	950,994	80,942	88,476	4,000 units < 201	80,942
9	Commercial Water Sales	417,885	35,489	38,828	1,500 units < 201	35,489
10	Irrigation Water Sales	237,061	19,817	17,592	2,000 units > 201	19,817
11	GWM Surcharge	181,749	15,015	15,719		15,015
12	Water Sales Power Portion	514,706	41,501	44,401		41,501
13	TOTAL WATER COMMODITY REVENUE:	2,302,395	192,763	205,016		192,763
14						
15	Readiness Water Charge	1,154,976	95,757	96,248		95,757
18	Meter Install/Reconnect Fees	20,680	0			-
19	Backflow Testing/installation	5,100	0			-
20	Bulk Water Sales	1,200	3,863	100	Library/SS	3,863
21	Penalty & Interest Water Collection	40,000	5,110	4,000		5,110
22	TOTAL WATER REVENUE:	3,524,351	297,493	305,364		297,493
23						
24	PROPERTY ASSESSMENTS/AVAILABILITY CHARGES					
25	641500 1% Property Assessments	62,300	0	-		-
26	641502 Property Assess wtr/swr/fld	106,212	0	-		-
28	641501 Water avail Standby	82,376	0	-		-
30	641504 ID 3 Water Standby (La Casa)	33,647	0	-		-
31	641503 Pest standby	17,870	0	-		-
32	TOTAL PROPERTY ASSES/AVAIL CHARGES:	302,404	0	0		-
33						
34	SEWER SERVICE CHARGES					
35	Town Center Sewer Holder fees	234,593	18,227	19,549		18,227
36	Town Center Sewer User Fees	88,695	7,106	7,391		7,106
37	Sewer user Fees	278,304	22,653	23,192		22,653
39	Penalty Interest-Sewer	1,248	1,200	104	TCS late fees	1,200
41	TOTAL SEWER SERVICE CHARGES:	602,840	49,186	50,237		49,186
42						
43	OTHER INCOME					
48	Water Credits income	22,000	0	-		-
49	WTF Solar Rebate	50,000				-
50	R/H Surplus Water Revenue	200,000				-
51	Interest Income	5,000	2,976	500	Budget em/sond interest	2,976
52	TOTAL OTHER INCOME:	278,000	2,976	500		2,976
53						
54	TOTAL INCOME:	4,707,595	349,656	356,100		349,656
55						
56	CASH BASIS ADJUSTMENTS					
57	Decrease (Increase) in Accounts Receivable		(18,893)			(18,893)
58	Deposits					-
59	Other Cash Basis Adjustments					-
60	TOTAL CASH BASIS ADJUSTMENTS:		(18,893)			(18,893)
61						
62	TOTAL OPERATING INCOME RECEIVED:	10,707,595	330,763	356,100		330,763
63						
64	GRANT & DEBT PROCEEDS					
65	Prop 1 GSP Grant	500,000				-
66	Pacific Western Bank 2018 IPA	5,500,000	5,654,707		W7U/ cost of issue	5,654,707
67	TOTAL GRANT & DEBT PROCEEDS:	6,000,000	5,654,707	-		5,654,707
68						
69	TOTAL INCOME, GRANT & DEBT PROCEEDS:	10,707,595	5,985,470	356,100		5,985,470
70						

	C	AD	AE	AF	AG	AH	AI	AJ
1	BWD							
2	BUDGET CASH FLOW	Actual YTD	Projected	Projected	Projected	Projected	Projected	Projected
3	2018-2019	and Projected		August	September	October	November	December
4		2018-2019	2018-2019	2018	2018	2018	2018	2018
5								
6	REVENUE							
7	WATER REVENUE							
8	Residential Water Sales	943,460	862,518	116,087	96,426	81,463	82,693	68,756
9	Commercial Water Sales	414,546	379,057	45,713	33,282	41,505	42,757	30,278
10	Irrigation Water Sales	239,287	219,470	32,545	26,976	28,770	19,873	14,674
11	GWM Surcharge	181,044	166,030	21,378	17,183	16,667	16,092	12,532
12	Water Sales Power Portion	511,806	470,305	59,186	47,497	46,029	44,460	34,619
13	TOTAL WATER COMMODITY REVENUE:	2,290,142	2,097,379	274,909	220,364	214,433	205,864	160,860
14								
15	Readiness Water Charge	1,154,485	1,058,728	96,248	96,248	96,248	96,248	96,248
18	Meter Install/Reconnect Fees	20,680	20,680		10,000		340	
19	Backflow Testing/Installation	5,100	5,100	-	-	0	0	0
20	Bulk Water Sales	4,963	1,100	100	100	100	100	100
21	Penalty & Interest Water Collection	41,110	36,000	4,000	4,000	4,000	0	0
22	TOTAL WATER REVENUE:	3,516,480	3,218,987	375,257	330,712	314,781	302,552	257,208
23								
24	PROPERTY ASSESSMENTS/AVAILABILITY CHARGES							
25	641500 1% Property Assessments	62,158	62,158	929	521	836	3,114	20,365
26	641502 Property Assess wtr/swr/fld	106,212	106,212	-	149	0	3,064	44,237
28	641501 Water avail Standby	81,352	81,362	203	3,391	377	7,507	18,082
30	641504 ID 3 Water Standby (La Casa)	33,647	33,647	-	478	267	1,491	3,007
31	641503 Pest standby	17,758	17,758	22	409	59	611	5,063
32	TOTAL PROPERTY ASSES/AVAIL CHARGES:	301,126	301,126	1,154	4,947	1,539	15,788	90,754
33								
34	SEWER SERVICE CHARGES							
35	Town Center Sewer Holder fees	233,271	215,044	19,549	19,549	19,549	19,549	19,549
36	Town Center Sewer User Fees	88,410	81,304	7,391	7,391	7,391	7,391	7,391
37	Sewer user Fees	277,765	256,112	23,192	23,192	23,192	23,192	23,192
39	Penalty Interest-Sewer	2,344	1,144	104	104	104	104	104
41	TOTAL SEWER SERVICE CHARGES:	601,790	552,604	50,236	50,236	50,236	50,236	50,236
42								
43	OTHER INCOME							
48	Water Credits income	22,000	22,000	-	11,000	0	0	0
49	WTF Solar Rebate	35,441	35,441		35,441			
50	R/H Surplus Water Revenue	200,000	200,000	200,000				
51	Interest Income	24,976	22,000	2,000	2,000	2,000	2,000	2,000
52	TOTAL OTHER INCOME:	282,417	279,441	202,000	48,441	2,000	2,000	2,000
53								
54	TOTAL INCOME:	4,701,814	4,352,158	628,647	434,336	368,556	370,576	400,199
55								
56	CASH BASIS ADJUSTMENTS							
57	Decrease (Increase) in Accounts Receivable	(18,893)						
58	Deposits	-						
59	Other Cash Basis Adjustments	-						
60	TOTAL CASH BASIS ADJUSTMENTS:	(18,893)						
61								
62	TOTAL OPERATING INCOME RECEIVED:	4,682,921	4,480,805	1,757,294	434,336	368,556	370,576	400,199
63								
64	GRANT & DEBT PROCEEDS							
65	Prop 1 GSP Grant	500,000	500,000	500,000				
66	Pacific Western Bank 2018 IPA	5,654,707	0					
67	TOTAL GRANT & DEBT PROCEEDS:	6,154,707	500,000	500,000	0	0	0	0
68								
69	TOTAL INCOME, GRANT & DEBT PROCEEDS:	10,837,628	4,852,158	1,128,647	434,336	368,556	370,576	400,199
70								

	C	Y	Z	AA	AB	AC
1	BWD	5/19/2018				
2	BUDGET CASH FLOW	ADOPTED	Actual	Projected		Actual
3	2018-2019	BUDGET	July	July		YTD
4		2018-2019	2018	2018		2018-2019
71	EXPENSES					
72						
73	MAINTENANCE EXPENSE					
74	R & M Buildings & Equipment	180,000	15,214	15,000		15,214
75	R & M - WWTP	180,000	14,124	15,000		14,124
76	Telemetry	10,000	0	2,000		-
77	Trash Removal	4,200	418	350		418
78	Vehicle Expense	18,000	792	1,500		792
79	Fuel & Oil	30,000	0	2,500		-
80	TOTAL MAINTENANCE EXPENSE:	422,200	30,548	36,350		30,548
81						
82	PROFESSIONAL SERVICES EXPENSE					
83	Tax Accounting (Taussig)	3,000	2,251	-	Budget for 8/31	2,251
84	Administrative Services (ADP)	3,000	213	240		213
85	Audit Fees (Squarmliner)	16,995	5,664	5,665		5,664
86	Computer billing (Accela/Parker)	25,000	6,743	13,500	two savings run datastream annual maint (\$4,851) Bond issuance costs	6,743
87	Financial/Technical Consulting (Raftelis) (Fieldman) (Holt Group)	80,000	23,002	6,500		23,002
88	Engineering (Dynamic/Dudek)	60,000	0	5,000		-
89	District Legal Services (Downey Brand/BBK)	100,000	0	8,500		-
90	Testing/lab work (Babcock Lab)	12,000	1,015	1,000		1,015
91	Regulatory Permit Fees (SWRB/DEH/Dig alerts/APCD)	25,000	3,125	4,328		3,125
92	Management Consulting (CIP)	50,000	0	4,100		-
93	TOTAL PROFESSIONAL SERVICES EXPENSE:	374,994	42,014	48,833		42,014
94						
95	INSURANCE EXPENSE					
96	ACWA/JPIA Program Insurance	57,000	0	-		-
97	ACWA/JPIA Workers Comp	17,600	0	-		-
98	TOTAL INSURANCE EXPENSE:	74,600	0	-		-
99						
100	DEBT EXPENSE					
101	Compass Bank Note 2018A	254,500	0	-		-
102	Compass Bank Note 2018B	143,000	0	-		-
103	Pacific Western Bank 2018 IPA	500,000	0	-		-
104	TOTAL DEBT EXPENSE:	897,500	0	-		-
105						
106	PERSONNEL EXPENSE					
107	Board Meeting Expense (board stipend/board secretary)	25,000	1,025	1,970		1,025
108	Salaries & Wages (gross)	890,000	73,765	73,942		73,765
109	Salaries & Wages offset account (board stipends/staff project salaries)	-60,000	(5,925)	(5,000)		(5,925)
110	Consulting services/Contract Labor	15,000	0	1,250		-
111	Taxes on Payroll	22,300	1,136	1,561		1,136
112	Medical Insurance Benefits	229,000	18,494	37,160	Paid in August	18,494
113	Calpers Retirement Benefits	170,170	95,865	90,670		95,865
114	Conference/Conventions/Training/Seminars	17,000	0	898		-
115	TOTAL PERSONNEL EXPENSE:	1,308,470	184,360	202,441		184,360
116						
117	OFFICE EXPENSE					
118	Office Supplies	20,000	1,218	1,500		1,218
119	Office Equipment/ Rental/Maintenance Agreements	35,000	4,442	3,573		4,442
120	Postage & Freight	15,000	0	-		-
121	Taxes on Property	2,334	0	-		-
122	Telephone/Answering Service/Cell	24,000	1,528	2,000		1,528
123	Dues & Subscriptions (ACWA/CSDA)	21,000	76	218		76
124	Printing Publications & Notices	2,500	0	225		-
125	Uniforms	6,500	449	540		449
126	OSHA Requirements/Emergency preparedness	4,000	0	507		-
127	TOTAL OFFICE EXPENSE:	130,333	7,713	8,563		7,713
128						
129	UTILITIES EXPENSE					
130	Pumping-Electricity	308,000	28,335	29,406		28,335
131	Office/Shop Utilities	1,200	335	100		335
133	TOTAL UTILITIES EXPENSE:	311,392	28,670	29,506		28,670
134						
135	GROUNDWATER MANAGEMENT EXPENSE					
136	SGMA GSP Costs	308,000	6,048	25,500		6,048
137	Prop 1 Grant Expense	60,000	66,608	5,000		66,608
139	TOTAL GWM EXPENSE:	368,000	72,656	30,500		72,656
140						
141	TOTAL EXPENSES:	3,887,489	365,960	356,193		365,960
142	CASH BASIS ADJUSTMENTS					
143	Decrease (Increase) in Accounts Payable		161,282			161,282
144	Increase (Decrease) in Inventory		1,426			1,426
145	Other Cash Basis Adjustments-CSD refunds		13,597			13,597
146	TOTAL CASH BASIS ADJUSTMENTS:		176,305			176,305
147						
148	TOTAL OPERATING EXPENSES PAID:	3,887,489	542,265	356,193		542,265
149						
150	UNEXPENDED DEBT PROCEEDS:	4,698,000	5,632,945	0		5,632,945
151						
152	TOTAL EXPENSES AND UNEXPENDED DEBT PROCEEDS:	8,585,489	6,175,210	747,693		6,175,210
153						
154	NET OPERATING INCOME:	820,106	(211,502)	(93)		(211,502)

	C	AD	AE	AF	AG	AH	AI	AJ
1	BWD							
2	BUDGET CASH FLOW	Actual YTD	Projected	Projected	Projected	Projected	Projected	Projected
3	2018-2019	and Projected		August	September	October	November	December
4		2018-2019	2018-2019	2018	2018	2018	2018	2018
71	EXPENSES							
72								
73	MAINTENANCE EXPENSE							
74	R & M Buildings & Equipment	180,214	165,000	15,000	15,000	15,000	15,000	15,000
75	R & M - WWTP	179,124	165,000	15,000	15,000	15,000	15,000	15,000
76	Telemetry	10,000	10,000	2,000	-	0	0	4,000
77	Trash Removal	4,268	3,850	350	350	350	350	350
78	Vehicle Expense	17,292	16,500	1,500	1,500	1,500	1,500	1,500
79	Fuel & Oil	27,500	27,500	2,500	2,500	2,500	2,500	2,500
80	TOTAL MAINTENANCE EXPENSE:	418,398	387,850	36,350	34,350	34,350	34,350	38,350
81								
82	PROFESSIONAL SERVICES EXPENSE							
83	Tax Accounting (Tausseg)	3,000	749	-	-	0	0	0
84	Administrative Services (ADP)	2,973	2,760	240	240	240	240	240
85	Audit Fees (Squarmliner)	16,994	11,330	5,665	-	0	5,665	0
86	Computer billing (Accela/Parker)	18,243	11,500	-	1,000	0	2,500	0
87	Financial/Technical Consulting (Raftelis) (Fieldman) (Holt Group)	214,234	191,232	124,232	6,500	6,500	6,500	6,500
88	Engineering (Dynamic/Dudek)	55,000	55,000	5,000	5,000	5,000	5,000	5,000
89	District Legal Services (Downey Brand/BBK)	91,500	91,500	8,500	8,500	8,500	8,500	8,500
90	Testing/lab work (Babcock Lab)	12,016	11,000	1,000	1,000	1,000	1,000	1,000
91	Regulatory Permit Fees (SWRB/DEH/Dig alerts/APCD)	23,796	20,671	793	637	3	80	80
92	Management Consulting (CIP)	45,900	45,900	4,100	4,100	4,200	4,200	4,200
93	TOTAL PROFESSIONAL SERVICES EXPENSE:	483,656	441,642	149,530	26,977	25,443	33,685	25,520
94								
95	INSURANCE EXPENSE							
96	ACWA/JPIA Program Insurance	57,000	57,000	-	24,000	0	0	0
97	ACWA/JPIA Workers Comp	17,600	17,600	-	4,400	0	0	4,400
98	TOTAL INSURANCE EXPENSE:	74,600	74,600	-	28,400	-	-	4,400
99								
100	DEBT EXPENSE							
101	Compass Bank Note 2018A	254,500	254,500	-	209,050	0	0	0
102	Compass Bank Note 2018B	143,000	143,000	-	-	143,000	-	0
103	Pacific Western Bank 2018 IPA	354,006	354,006	-	-	354,006	-	-
104	TOTAL DEBT EXPENSE:	751,506	751,506	-	209,050	497,006	-	-
105								
106	PERSONNEL EXPENSE							
107	Board Meeting Expense (board stipend/board secretary)	24,056	23,030	-	1,970	1,970	1,970	1,970
108	Salaries & Wages (gross)	889,823	816,058	75,890	70,297	75,890	79,527	72,162
109	Salaries & Wages offset account (board stipends/staff project salaries)	(60,925)	(55,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
110	Consulting services/Contract Labor	13,750	13,750	1,250	1,250	1,250	1,250	1,250
111	Taxes on Payroll	21,875	20,739	1,338	1,115	892	1,338	669
112	Medical Insurance Benefits	230,202	211,708	38,428	18,570	18,570	18,570	18,570
113	Calpers Retirement Benefits	175,365	79,500	7,100	7,100	7,100	7,100	7,100
114	Conference/Conventions/Training/Seminars	16,102	16,102	5,774	5,200	519	488	0
115	TOTAL PERSONNEL EXPENSE:	1,310,247	1,125,887	124,780	100,502	101,192	105,243	96,721
116								
117	OFFICE EXPENSE							
118	Office Supplies	19,718	18,500	1,951	1,578	1,367	2,409	2,009
119	Office Equipment/ Rental/Maintenance Agreements	35,869	31,427	2,872	5,782	4,538	5,543	578
120	Postage & Freight	15,000	15,000	2,050	-	2,050	40	2,050
121	Taxes on Property	2,334	2,334	-	-	2,334	0	0
122	Telephone/Answering Service/Cell	23,528	22,000	2,000	2,000	2,000	2,000	2,000
123	Dues & Subscriptions (ACWA/CSDA)	20,858	20,782	1,253	363	0	293	16,218
124	Printing, Publications & Notices	2,275	2,275	167	111	100	167	0
125	Uniforms	6,409	5,960	540	540	540	540	540
126	OSHA Requirements/Emergency preparedness	3,493	3,493	270	1,103	500	265	0
127	TOTAL OFFICE EXPENSE:	129,482	121,769	11,103	11,478	13,429	11,258	23,405
128								
129	UTILITIES EXPENSE							
130	Pumping-Electricity	306,930	278,594	31,968	33,272	29,349	25,526	23,511
131	Office/Shop Utilities	1,435	1,100	100	100	100	100	100
133	TOTAL UTILITIES EXPENSE:	310,556	281,887	32,068	33,372	29,449	25,626	23,611
134								
135	GROUNDWATER MANAGEMENT EXPENSE							
136	SGMA GSP Costs	288,548	282,500	25,500	25,500	25,500	25,500	25,500
137	Prop 1 Grant Expense	121,608	55,000	5,000	5,000	5,000	5,000	5,000
139	TOTAL GWM EXPENSE:	402,801	339,145	30,500	30,500	30,500	30,500	30,500
140								
141	TOTAL EXPENSES:	3,881,248	3,515,287	384,330	474,628	731,368	240,662	242,507
142	CASH BASIS ADJUSTMENTS							
143	Decrease (Increase) in Accounts Payable	161,282						
144	Increase (Decrease) in Inventory	1,426						
145	Other Cash Basis Adjustments-CSD refunds	13,597						
146	TOTAL CASH BASIS ADJUSTMENTS:	176,305						
147								
148	TOTAL OPERATING EXPENSES PAID:	4,057,553	3,515,287	384,330	474,628	731,368	240,662	242,507
149								
150	UNEXPENDED DEBT PROCEEDS:	5,030,945	5,632,945	5,632,945	5,632,945	5,432,945	5,432,945	5,232,945
151								
152	TOTAL EXPENSES AND UNEXPENDED DEBT PROCEEDS:	9,088,498	9,148,232	6,017,275	6,107,573	6,164,313	5,673,607	5,475,452
153								
154	NET OPERATING INCOME:	625,368	1,965,517	1,372,954	(40,292)	(362,812)	129,914	157,692

	C	Y	Z	AA	AB	AC
1	BWD	6/19/2018				
2	BUDGET CASH FLOW	ADOPTED	Actual	Projected		Actual
3	2018-2019	BUDGET	July	July		YTD
4		2018-2019	2018	2018		2018-2019
155						
156	CIP PROJECTS					
157	Water					
159	Operating Cash Funded	342,000	32,729			32,729
160	Debt Funded	602,000		5,000		-
161	Grant Funded	265,000	0			-
162	TOTAL WATER CIP:	1,209,000	32,729	-		32,729
163	Sewer					
164	Operating Cash Funded		0			-
165	Debt Funded	150,000	0			-
166	Grant Funded	0	0			-
167	TOTAL SEWER CIP:	150,000	0			-
168						
169	TOTAL CIP EXPENSES:	1,359,000	32,729	0		32,729
170						
171	CASH RECAP					
172	Cash beginning of period	4,570,637	4,672,116	4,570,637		4,672,116
173	Operating Income	827,461	(192,609)	(93)		(192,609)
174	Total Non O&M Cash Funded Expenses	-342,000	(32,729)	0		(32,729)
175	CASH RESERVES AT END OF PERIOD	5,056,098	4,446,778	4,570,544		4,446,778
176	FY Reserves Target	5,380,000	5,380,000	5,380,000		5,380,000
177	Reserves Surplus/(Shortfall)	-323,902	(933,222)	(809,456)		(933,222)

	C	AD	AE	AF	AG	AH	AJ	AJ
1	BWD							
2	BUDGET CASH FLOW	Actual YTD	Projected	Projected	Projected	Projected	Projected	Projected
3	2018-2019	and Projected		August	September	October	November	December
4		2018-2019	2018-2019	2018	2018	2018	2018	2018
155								
156	CIP PROJECTS							
157	Water							
159	Operating Cash Funded	342,000	309,271		31,000	31,000	31,000	31,000
160	Debt Funded	602,000	602,000			200,000		200,000
161	Grant Funded	265,000	265,000					265,000
162	TOTAL WATER CIP:	1,209,000	1,176,271	0	31,000	231,000	31,000	496,000
163	Sewer							
164	Operating Cash Funded		0					
165	Debt Funded	150,000	150,000					150,000
166	Grant Funded	-	0					
167	TOTAL SEWER CIP:	150,000	150,000	-	-	-	-	150,000
168								
169	TOTAL CIP EXPENSES:	1,359,000	1,326,271	0	31,000	231,000	31,000	646,000
170								
171	CASH RECAP							
172	Cash beginning of period	4,672,116	4,446,778	4,446,778	5,819,742	5,748,449	5,354,637	5,453,551
173	Operating Income	1,772,908	1,965,617	1,372,964	(40,292)	(362,812)	129,914	157,692
174	Total Non O&M Cash Funded Expenses	(342,000)	(309,271)	0	(31,000)	(31,000)	(31,000)	(31,000)
175	CASH RESERVES AT END OF PERIOD	6,103,024	6,103,024	5,819,742	5,748,449	5,354,637	5,453,551	5,580,244
176	FY Reserves Target	6,380,000	6,380,000	6,380,000	6,380,000	6,380,000	6,380,000	6,380,000
177	Reserves Surplus/(Shortfall)	723,024	723,024	439,742	368,449	(25,363)	73,551	200,244



TREASURER'S REPORT July, 2018

% of Portfolio

Bank Balance	Carrying Value	Fair Value	Current Actual	Rate of Interest	Maturity	Valuation Source
--------------	----------------	------------	----------------	------------------	----------	------------------

Cash and Cash Equivalents:

Demand Accounts at CVB/LAIF

General Account/Petty Cash	\$ 4,379,651	\$ 4,379,651	\$ 4,379,651	43.44%	0.00%	N/A	CVB	1012
Payroll Account	\$ 61,476	\$ 45,596	\$ 45,596	0.45%	0.00%	N/A	CVB	1051
MMA (Bond Funds)	\$ 5,635,983	\$ 5,635,983	\$ 5,635,983	55.90%	1.00%	N/A	CVB	1010
LAIF	\$ 21,531	\$ 21,531	\$ 21,531	0.21%	1.20%	N/A	LAIF	1150

Total Cash and Cash Equivalents	\$ 10,098,641	\$ 10,082,761	\$ 10,082,761	100.00%				
--	----------------------	----------------------	----------------------	----------------	--	--	--	--

Facilities District No. 2017-1A-B

Special Tax Bond- Rams Hill -US BANK	\$ 315,913	\$ 315,913	\$ 315,913					
--------------------------------------	------------	------------	------------	--	--	--	--	--

Total Cash, Cash Equivalents & Investments	\$ 10,414,554	\$ 10,398,674	\$ 10,398,674					
---	----------------------	----------------------	----------------------	--	--	--	--	--

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on July 19, 2018

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

Sources of valuations are Umpqua Bank, LAIF and US Trust Bank

Kim Pitman, Administration Manager



	G	H	I	J	K	L		
107								
108								
109								
110								
111								
112								
113								
114								
115								
116								
117								
118								
119								
120								
121								
122								
123								
124								
125								
126								
127								
128								
129								
130								
131								
132								
133								
134								
136								
140								
142								
143								
144								
145								
146								
147								
150								
151								
152								
153								
154								
155								
156								
157								
158								
159								
160								
161								
162								
163								
164								
165								
166								
167								
168								
169								
170								
171								
172								
173								
174								
175								
176								
177								
178								
179								
				BALANCE SHEET	BALANCE SHEET	MONTHLY		
				July 31, 2018	June 30, 2018	CHANGE		
				(unaudited)	(unaudited)	(unaudited)		
		ASSETS						
		CURRENT ASSETS						
		Cash and cash equivalents	\$	4,446,778.07	\$	4,672,116.30	\$	(225,338.23)
		Accounts receivable from water sales and sewer charges	\$	477,546.03	\$	464,153.06	\$	13,392.97
		Inventory	\$	116,109.90	\$	114,684.08	\$	1,425.82
		Prepaid expenses	\$	31,826.98	\$	31,826.98	\$	-
		TOTAL CURRENT ASSETS	\$	5,072,260.98	\$	5,282,780.42	\$	(210,519.44)
		RESTRICTED ASSETS						
		Debt Service						
		Deferred amount of COP Refunding	\$	92,538.01	\$	92,538.01	\$	-
		Deferred Outflow of Resources-CalPERS	\$	356,748.00	\$	356,748.00	\$	-
		Total Debt service	\$	449,286.01	\$	449,286.01	\$	-
		Trust/Bond funds						
		Investments with fiscal agent -CFD 2017-1	\$	315,912.98	\$	320,512.41	\$	(4,599.43)
		2018 Certificates of Participation to fund CIP Projects	\$	5,635,983.37	\$	-	\$	5,635,983.37
		Total Trust/Bond funds	\$	5,951,896.35	\$	320,512.41	\$	5,631,383.94
		TOTAL RESTRICTED ASSETS	\$	6,401,182.36	\$	769,798.42		
		UTILITY PLANT IN SERVICE						
		Land	\$	2,251,663.65	\$	2,251,663.65	\$	-
		Flood Control Facilities	\$	4,287,340.00	\$	4,287,340.00	\$	-
		Capital Improvement Projects	\$	222,922.61	\$	156,315.11	\$	66,607.50
		Sewer Facilities	\$	6,175,596.99	\$	6,175,596.99	\$	-
		Water facilities	\$	11,621,513.88	\$	11,621,513.88	\$	-
		General facilities	\$	1,006,881.07	\$	1,006,881.07	\$	-
		Equipment and furniture	\$	585,522.57	\$	585,522.57	\$	-
		Vehicles	\$	626,779.55	\$	594,050.91	\$	32,728.64
		Accumulated depreciation	\$	(13,268,053.10)	\$	(13,268,053.10)	\$	-
		NET UTILITY PLANT IN SERVICE	\$	13,510,167.22	\$	13,410,831.08	\$	99,336.14
		OTHER ASSETS						
		Water rights -ID4	\$	185,000.00	\$	185,000.00	\$	-
		TOTAL OTHER ASSETS	\$	185,000.00	\$	185,000.00		
		TOTAL ASSETS	\$	25,168,610.56	\$	19,648,409.92	\$	5,520,200.64



	G	H	I	J	K	L
180						
181						
182						
183						
184						
185						
186						
187						
188						
189						
190						
191	Balance sheet continued					
192				BALANCE SHEET	BALANCE SHEET	MONTHLY
193				July 31, 2018	June 30, 2018	CHANGE
194				(unaudited)	(unaudited)	(unaudited)
195		LIABILITIES				
196						
197						
198		CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS				
199		Accounts Payable	\$	74,007.18	\$ 235,289.57	\$ (161,282.39)
200		Accrued expenses	\$	147,386.12	\$ 147,386.12	\$ -
202		CSD Refund Payable	\$	101,862.97	\$ 115,460.00	\$ (13,597.03)
203		Deposits	\$	16,103.26	\$ 16,103.26	\$ -
204						
205		TOTAL CURRENT LIABILITIES PAYABLE				
206		FROM CURRENT ASSETS	\$	339,359.53	\$ 514,238.95	\$ (174,879.42)
207						
208		CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS				
209		Debt Service:				
210		Accounts Payable to CFD 2017-1	\$	315,912.98	\$ 320,512.41	\$ (4,599.43)
212						
213		TOTAL CURRENT LIABILITIES PAYABLE				
214		FROM RESTRICTED ASSETS	\$	315,912.98	\$ 320,512.41	\$ (4,599.43)
215						
216		LONG TERM LIABILITIES				
217		2008 Certificates of Participation-ID 4 infrastructure	\$	2,180,000.00	\$ 2,180,000.00	\$ -
218		2018 Certificates of Participation to fund CIP Projects	\$	5,632,945.11	\$ -	\$ 5,632,945.11
219		BBVA Compass Bank Loan	\$	844,505.85	\$ 844,505.85	\$ -
220		Net Pension Liability-CalPERS	\$	819,059.00	\$ 819,059.00	\$ -
221		Deferred Inflow of Resources-CalPERS	\$	163,076.00	\$ 163,076.00	\$ -
222						
223		TOTAL LONG TERM LIABILITIES	\$	9,639,585.96	\$ 4,006,640.85	\$ 5,632,945.11
224						
225		TOTAL LIABILITIES	\$	10,294,858.47	\$ 4,841,392.21	\$ 5,453,466.26
226						
227		FUND EQUITY				
228		Contributed equity	\$	9,611,814.35	\$ 9,611,814.35	\$ -
229						
230		Retained Earnings:				
231		Unrestricted Reserves/Retained Earnings	\$	5,261,937.74	\$ 5,195,203.36	\$ 66,734.38
232						
233		Total retained earnings	\$	5,261,937.74	\$ 5,195,203.36	\$ 66,734.38
234						
235		TOTAL FUND EQUITY	\$	14,873,752.09	\$ 14,807,017.71	\$ 66,734.38
236						
237		TOTAL LIABILITIES AND FUND EQUITY	\$	25,168,610.56	\$ 19,648,409.92	\$ 5,520,200.64



To: BWD Board of Directors
 From: Kim Pitman
 Subject: Consideration of the Disbursements and Claims Paid
 Month Ending July, 2018

Vendor disbursements paid during this period: **\$ 233,593.94**

Significant items:

San Diego Gas & Electric	\$	28,669.74
Medical Health Benefits	\$	1,993.37
CalPERS	\$	3,665.54
Accela - FY 2019 maintenance fee	\$	6,679.63
Borrego Springs Homeowners Association-CSD Rebate	\$	8,827.03

Capital Projects/Fixed Asset Outlays:

Jessop Auto-Chevrolet Silverado Truck	\$	32,728.64
---------------------------------------	----	-----------

Total Professional Services for this Period:

Squarmilner- First payment	Audit	\$	5,664.00
David Taussig & Associates-Other levies administration		\$	2,250.83
The Rick Alexander Company	Grant	\$	1,487.50
LeSar Development	Grant-SDAC	\$	6,500.00
Environmental Navigation Services	Grant	\$	16,950.00
Dynamic Consulting Engineers-Diesel Engine/Tank Rehab	Grant	\$	41,670.00
Dudek	T2 reimburse	\$	6,696.07

Payroll for this Period:

Gross Payroll	\$	73,764.89
Employer Payroll Taxes and ADP Fee	\$	1,386.27
Total	\$	75,151.16

Accounts Payable

Board Report July 2018




Check	Vendor	Vendor	Check Date	Check Amount
32158	90	ACCELA, INC. #774375	07/19/2018	6,679.63
32159	1266	AFLAC	07/19/2018	1,551.62
32160	9524	AIR POLLUTION CONTROL DISTRICT, S.	07/19/2018	521.00
32525	9338	AMERICAN BACKFLOW SPECIALTIES	08/07/2018	1,440.58
32526	1001	AMERICAN LINEN INC.	08/07/2018	448.56
32527	61	AT&T MOBILITY	08/07/2018	739.86
32528	9529	AT&T-CALNET 3	08/07/2018	358.38
32161	2	AUDITOR/CONTROLLER/SAN DIEGO	07/19/2018	2,584.24
32529	83	AUTOMATED WATER TREATMENT	08/07/2018	10,828.91
32556	9255	BABCOCK LABRATORIES	08/21/2018	955.00
32530	1481	BAY CITY EQUIPMENT INDUSTRIES, INC	08/07/2018	1,502.95
32531	10900	BORREGO AUTO PARTS & SUPPLY CO	08/07/2018	314.68
32551	88	BORREGO AUTO PARTS, INC.	08/13/2018	47.50
32532	10909	BORREGO NAZARETH, LLC. BORREGO	08/07/2018	589.61
32162	1003	BORREGO SPRINGS BOTTLED WATER	07/19/2018	71.33
32163	10908	BORREGO SPRINGS HOMEOWNERS ASS	07/19/2018	8,827.03
32557	39	DAVID TAUSSIG & ASSOCIATES, INC	08/21/2018	2,250.83
32167	1222	DEBBIE MORETTI	07/19/2018	122.00
32558	96	DISH	08/21/2018	75.72
32164	9640	DUDEK	07/19/2018	6,696.07
32165	1447	DYNAMIC CONSULTING ENGINEERS	07/19/2018	41,670.00
32534	10907	ENVIRONMENTAL NAVIGATION SERVI	08/07/2018	16,950.00
32520	3024	FED EX	07/30/2018	28.68
32535	9579	GREEN DESERT LANDSCAPE	08/07/2018	4,770.00
32166	10888	HIGHWAY SAFTEY	07/19/2018	32.15
32552	1136	HOME DEPOT CREDIT SERVICES	08/13/2018	392.89
32533	1022	JAMES HORMUTH DE ANZA TRUE VALI	08/07/2018	93.53
32536	65	JC LABS & MONITORING SERVICE	08/07/2018	1,500.00
32136	10871	JESSUP AUTO PLAZA	07/16/2018	32,728.64
32560	10889	LESAR DEVELOPMENT CONSULTANTS	08/21/2018	6,500.00
32566	10899	LOUIS ALEXANDER THE RICK ALEXAN	08/21/2018	1,487.50
32157	1000	MEDICAL ACWA-JPIA	07/19/2018	19,933.37
32537	93	MRC SMART TECHNOLOGY SOLUTIONS	08/07/2018	886.05
32521	1208	PACIFIC PIPELINE SUPPLY INC	07/30/2018	3,540.00
32538	9633	RAMONA DISPOSAL SERVICE	08/07/2018	4,191.51
32539	9387	RECORDER/COUNTY CLERK'S OFFICE	08/07/2018	12.00
32522	1065	SAN DIEGO GAS & ELECTRIC	07/30/2018	28,669.74
32523	10881	SECRETARY OF THE STATE	07/30/2018	20.00
32168	10853	SQUARMILNER	07/19/2018	5,664.00
32553	1059	STAPLES CREDIT PLAN	08/13/2018	773.63
32540	9106	T.S. INDUSTRIAL SUPPLY	08/07/2018	67.41
32541	10868	TOTAL COMPENSATION SYSTEMS, INC.	08/07/2018	1,240.00
32542	3000	U.S.BANK CORPORATE PAYMENT SYS	08/07/2018	6,385.58
32543	1023	UNDERGROUND SERVICE ALERT	08/07/2018	21.55
32544	10847	USA COMMUNICATIONS	08/07/2018	240.94
32545	9439	USABLUEBOOK	08/07/2018	6,413.01
32554	1100	VERIZON WIRELESS	08/13/2018	182.00
32564	1623	WENDY QUINN	08/21/2018	450.00
32547	1064	WYMORE, INC. INDUSTRIES	08/07/2018	1,520.00
32555	92	XEROX FINANCIAL SERVICES	08/13/2018	377.00

Report Total (51 checks): 233,593.94



**GROUNDWATER MANAGEMENT
ACCOUNTING
FY 2019
Acct #10154800**

Month	Wendy Quinn		Water Advisory	Monthly Total	FYE 2018 Total
	Minutes	Staff Allocation	Committee-Lunches		
Jul-17	250.00	5,000.00	798.36	6,048.36	6,048.36
Aug-17				-	6,048.36
Sep-17				-	6,048.36
Oct-17				-	6,048.36
Nov-17				-	6,048.36
Dec-17				-	6,048.36
Jan-18				-	6,048.36
Feb-18				-	6,048.36
Mar-18				-	6,048.36
Apr-18				-	6,048.36
May-18				-	6,048.36
Jun-18				-	6,048.36
Total	<u>250.00</u>	<u>5,000.00</u>	<u>798.36</u>	<u>6,048.36</u>	<u>6,048.36</u>

	A	B	C	D	E	F	G	H	I	J	K
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15			North Gardens					Dynamic	Environmental	Monthly	FYE 2018
16	Month		Management	DUDEK	COUNTY	LE SAR	TRAC	Engineering	Navigation	Total	Total
17											
18	09/15/15	Justification Grant Projects	1,552.50							1 552 50	1 552 50
19	09/30/15	Jane Gray-Grant Application		95 00						95 00	1,647.50
20	10/31/15	Notice of Exemption			50 00					50 00	1,697.50
21	12/16/15	Jane Gray-Grant Application		760 00						760 00	2,457.50
22	12/16/15	Jane Gray-Grant Application		380 00						380 00	2,837.50
23	12/29/15	Jane Gray-Grant Application		2 438 75						2,438.75	5,276.25
24	03/01/16	Notice of Exemption			200 00					200 00	5,476.25
25	03/31/16	Jane Gray-Grant Application		53 75						53 75	5,530.00
26	04/29/16	William Kubran-WTF funding review		2 980 00						2,980.00	8,510.00
27	05/27/16	William Kubran-WTF funding review		1 260 00						1,260.00	9,770.00
28	12/30/16	William Kubran-WTF funding review		1 330 00						1,330.00	11,100.00
29	06/24/17	William Kubran-WTF funding coordination		385 00						385 00	11,485.00
30	09/27/17	SDAC Engagement				20 000 00				20 000 00	31,485.00
31	10/31/17	SDAC Engagement				17 269 80				17 269 80	48,754.80
32	12/31/17	SDAC Engagement				7 730 20				7 730 20	56,485.00
33	05/31/18	SDAC Engagement				14 500 00				14 500 00	70,985.00
34	05/31/18	SDAC Engagement				13 000 00				13 000 00	83,985.00
35	05/31/18	Prepare TMF					3 575 75			3 575 75	87,560.75
36	06/30/18	Grant Task 5.1 & 5.2		7,063.75						7,063.75	94,624.50
37	06/30/18	SDAC engagement				3,250.00				3,250.00	97,874.50
38	06/30/18	Technical support							13 500 00	13 500 00	111,374.50
39	06/30/18	Technical support							9,500 00	9,500 00	120,874.50
40	07/31/18	BWD Diesel Engine & Tank Rehab						41 670 00		41 670 00	162,544.50
41	07/31/18	Technical support							16 950 00	16 950 00	179,494.50
42	07/31/18	Review Grant Information					1 487 50			1 487 50	180,982.00
43	07/31/18	SDAC engagement				6 500 00				6 500 00	187,482.00
44											
45	Total		1,552.50	16,746.25	250.00	82,250.00	5,063.25	41,670.00	39,950.00	187,482.00	187,482.00
46											

The logo of Borrego Water District is a circular emblem. It features a central figure of a Native American man in traditional dress, holding a bow and arrow. The text "BORREGO WATER DISTRICT" is written around the top inner edge of the circle, and "EST. 1962" is at the bottom. The background of the logo is light blue and yellow.

Item V.B
Water and Waste Water
Operations Report
July 2018



BORREGO WATER DISTRICT

July 2018

WATER OPERATIONS REPORT

WELL	TYPE	FLOW RATE	STATUS	COMMENT
ID1-8	Production	350	In Use	
ID1-10	Production	300	In Use	
ID1-12	Production	900	In Use	
ID1-16	Production	750	In Use	
Wilcox	Production	80	In Use	Diesel backup well for ID-4
ID4-4	Production	400	In Use	
ID4-11	Production	900	In Use	Diesel engine drive exercised monthly
ID4-18	Production	150	In Use	
ID5-5	Production	850	In Use	

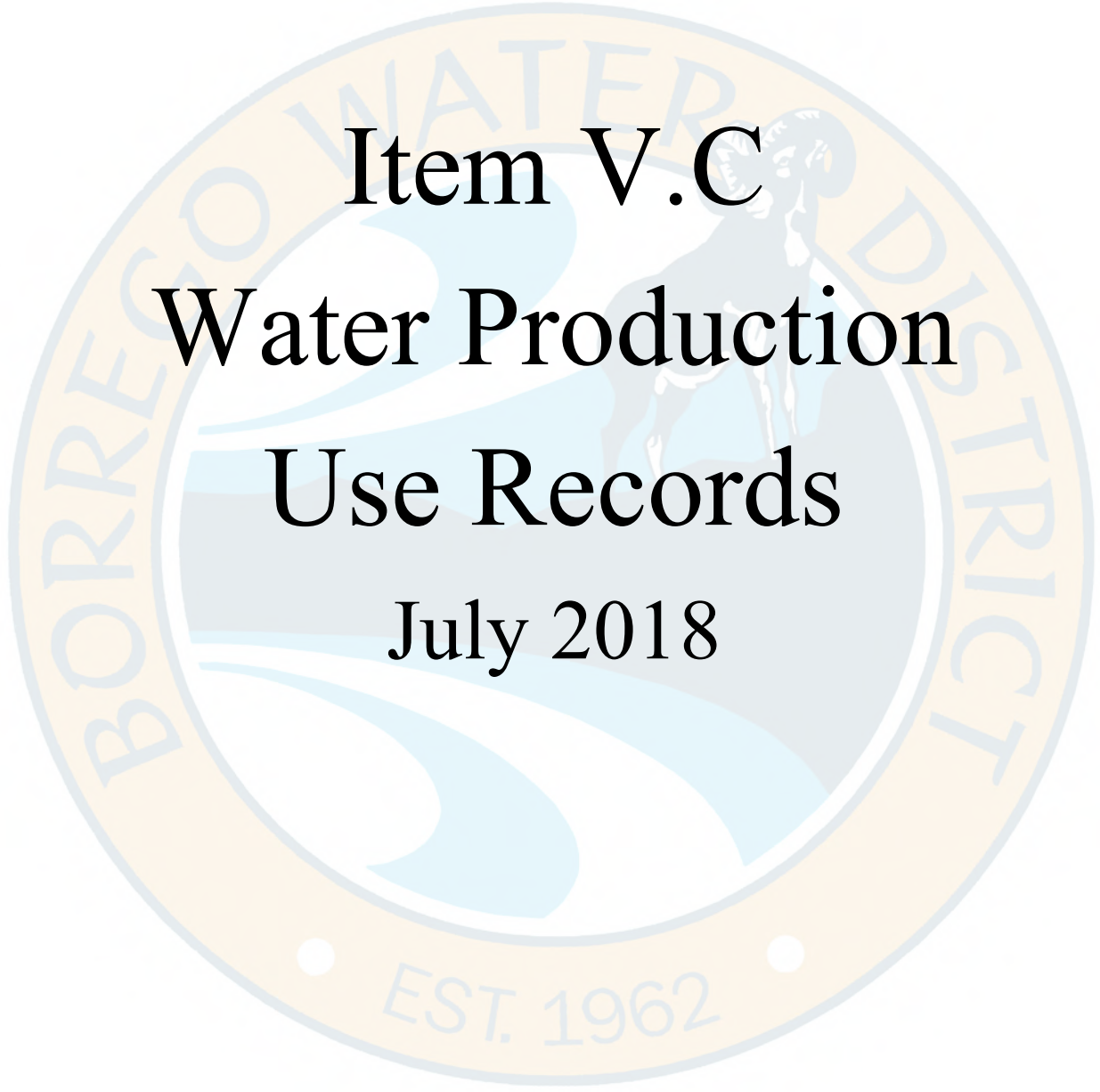
System Problems: All production wells are in service. All reservoirs are in operating condition.

WASTEWATER OPERATIONS REPORT

Rams Hill Wastewater Treatment Facility serving ID-1, ID-2 and ID-5 Total Cap. 0.25 MGD (million gallons per day):

Average flow: 51,732 (gallons per day)

Peak flow: 97,700 gpd Monday July 30, 2018

The logo of the Borrego Water District is a circular emblem. It features a central figure of a Native American man in traditional dress, holding a bow and arrow. The background of the emblem is light blue with stylized waves. The text "BORREGO WATER DISTRICT" is written in a circular path around the central figure, and "EST. 1962" is written at the bottom of the circle.

Item V.C
Water Production
Use Records
July 2018



BORREGO WATER DISTRICT

WATER PRODUCTION SUMMARY

JULY 2018

DATE	WATER USE	WATER PROD	WATER %NRW	ID4 USE	ID4 PROD	ID4 %NRW	TOTAL USE	TOTAL PROD
Jul-16	35.02	35.74	2.01	97.17	115.18	15.63	132.19	150.91
Aug-16	41.77	43.61	4.21	115.77	141.88	18.40	157.54	185.48
Sep-16	43.67	46.58	6.25	119.76	118.50	-1.06	163.43	165.09
Oct-16	34.51	37.64	8.31	102.51	122.73	16.48	137.02	160.37
Nov-16	31.55	31.58	0.10	102.59	112.11	8.50	134.14	143.70
Dec-16	27.15	27.95	2.87	73.25	82.85	11.59	100.40	110.81
Jan-17	17.49	16.18	-8.10	51.59	59.32	13.02	69.08	75.50
Feb-17	11.72	14.64	19.93	63.23	73.40	13.85	74.95	88.04
Mar-17	17.15	18.48	7.17	63.65	68.34	6.86	80.81	86.82
Apr-17	25.02	26.02	3.83	90.17	99.02	8.94	115.18	125.03
May-17	28.18	29.45	4.30	98.06	113.48	13.58	126.25	142.93
Jun-17	29.25	33.42	12.48	96.28	106.02	9.19	125.52	139.44
Jul-17	32.84	34.17	3.90	107.37	122.38	12.26	140.21	156.55
Aug-17	35.64	40.65	12.32	127.56	141.43	9.81	163.19	182.07
Sep-17	40.98	43.11	4.93	102.46	114.72	10.69	143.44	157.83
Oct-17	29.35	31.05	5.48	108.42	119.22	9.06	137.77	150.28
Nov-17	26.03	27.67	5.92	107.09	120.15	10.87	133.12	147.82
Dec-17	23.23	26.28	11.60	80.91	89.46	9.55	104.14	115.73
Jan-18	19.40	19.95	2.74	86.60	95.01	8.85	106.01	114.96
Feb-18	19.77	21.14	6.49	78.55	87.58	10.31	98.32	108.72
Mar-18	19.90	20.26	1.77	73.56	80.32	8.42	93.46	100.58
Apr-18	22.01	22.72	3.11	88.49	99.08	10.69	110.50	121.80
May-18	25.10	25.46	1.40	98.95	108.29	8.62	124.05	133.75
Jun-18	29.06	29.87	2.72	100.42	108.40	7.36	129.48	138.28
Jul-18	30.87	31.47	1.89	96.80	111.42	13.12	127.67	142.89
12 Mo. TOTAL	354.20	373.80	4.94	1257.17	1397.46	9.97	1611.37	1771.26

Totals reflect Water (ID1 & ID3) and ID4 (ID4 & ID5) . Interties to SA3 are no longer needed to be separated. ID4 and SA5 are combined because all water production is pumped from ID4. All figures are in Acre Feet of water pumped.

NON-REVENUE WATER SUMMARY (%)

DATE	WATER	ID-4	ID-5	DISTRICT-WIDE AVERAGE
Jun-18	1.89	13.12	N/A	7.51
12 Mo. Average	4.94	9.97	N/A	7.46



Item V.D

**General Managers
Report**

**TO BE DISTRIBUTED AT
THE BOARD MEETING**