

**Borrego Water District Board of Directors**  
**Regular Meeting**  
**May 24, 2022 @ 9:00 a.m.**  
**806 Palm Canyon Drive**  
**Borrego Springs, CA 92004**

COVID-19 UPDATE: The Borrego Water District Board of Directors meeting as scheduled in an electronic format. BWD will be providing public access to the Meeting thru electronic means only to minimize the spread of the COVID- 19 virus, based upon direction from the California Department of Public Health, the California Governor's Office and the County Public Health Office. Anyone who wants to listen to or participate in the meeting is encouraged to observe the GO TO MEETING at:

Borrego Water District May 24, 2022 Regular Board Meeting  
Tue, May 24, 2022 9:00 AM - 12:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/433399837>

You can also dial in using your phone: 1 (872) 240-3212  
Access Code: 433-399-837

**I. OPENING PROCEDURES -**

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan, Johnson and Rosenboom
- D. Approval of Agenda
- E. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- F. Comments from Directors
- G. Correspondence Received from the Public- None

**II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -**

- A. CONSENT CALENDAR
  - 1. Resolution No. 2022-05-01 Virtual Meetings
  - 2. Board Minutes:  
**MARCH 2022**  
March 08, 2022  
March 22, 2022
- B. Legislative Advocacy Overview - Best/Best/Krieger & Dice/Johnson/Poole
- C. Draft Budget for Fiscal Year 2022-23 - J Clabaugh
- D. Borrego Springs Stewardship Council Request for Assistance with Prop 68 Grant - G Poole
- E. FISCAL AGREEMENT NO. SWRB #D2002054 by and between BORREGO WATER DISTRICT ("Recipient") and CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board") for the purpose of the WATER PUMP DIESEL ENGINE UPGRADE AND TANK PROJECT 3710036-001C ("Project")
- F. Discussion and Approval of EDU Transfer 2(two) EDU's Sok-So to Barkat
- G. Watermaster Board Update – Verbal

AGENDA: May 24, 2022

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

### III. BOARD COMMITTEE REPORTS, IF NEEDED

#### **STANDING:**

- A. Operations and Infrastructure: Duncan/Rosenboom
- B. Budget and Audit: Dice/Rosenboom
- C. ACWA/JPIA insurance: Dice/Johnson

#### **AD HOC:**

- A. Prop 68: Baker/Johnson
- B. Public Outreach: Dice/Johnson
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker/Rosenboom
- E. Water Program/Developer's Policy: Baker/Duncan
- F. Finance: Baker/Rosenboom
- G. NEWLY APPOINTED - Waste Water Treatment Plant Wells:  
Baker/Rosenboom

### IV. MONTHLY FINANCIAL & OPERATIONS REPORTS

- A. Financial Reports: April 2022
- B. Water and Wastewater Operations Report: April 2022
- C. Water Production/Use Records: April 2022

### V. STAFF REPORTS - VERBAL

- A. Administration – Diana Del Bono
- B. General Manager – Geoff Poole
  - 1. Discussion of future engineering Services, VERBAL
  - 2. Water Supply for Small Development Policy - VERBAL
  - 3. Groundwater Monitoring network update - VERBAL

### VI. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Three (3) potential case)
- B. Property Negotiations – BWD and US Gypsum Corporation Property Negotiations – Conference with Real Property Negotiators (Gov. Code §Section 54956.8) Property APN: 140-303-0900 & 140-303-1100, 150 acres Negotiating Parties: Geoff Poole, BWD General Manager and USG as potential buyer: Price and Terms of Payment Property Negotiations: Viking Ranch
- C. Performance Evaluation of General Manager: GM Performance Review – Conference for Public Employee Performance Evaluation - Title: General Manager Employee Performance Review-pursuant to subdivision (d) (4) of Government Code Section (Government Code §54957)

**VII. CLOSING PROCEDURE:** The next Board Meeting is scheduled for 9:00 AM June 14, 2022, to be available online. See Board Agenda at [BorregoWD.org](http://BorregoWD.org) for details, Agenda information available at least 72 hours before the meeting.

AGENDA: May 24, 2022

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BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 24, 2022  
AGENDA ITEM II.A

May 19, 2022

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: Consent Calendar

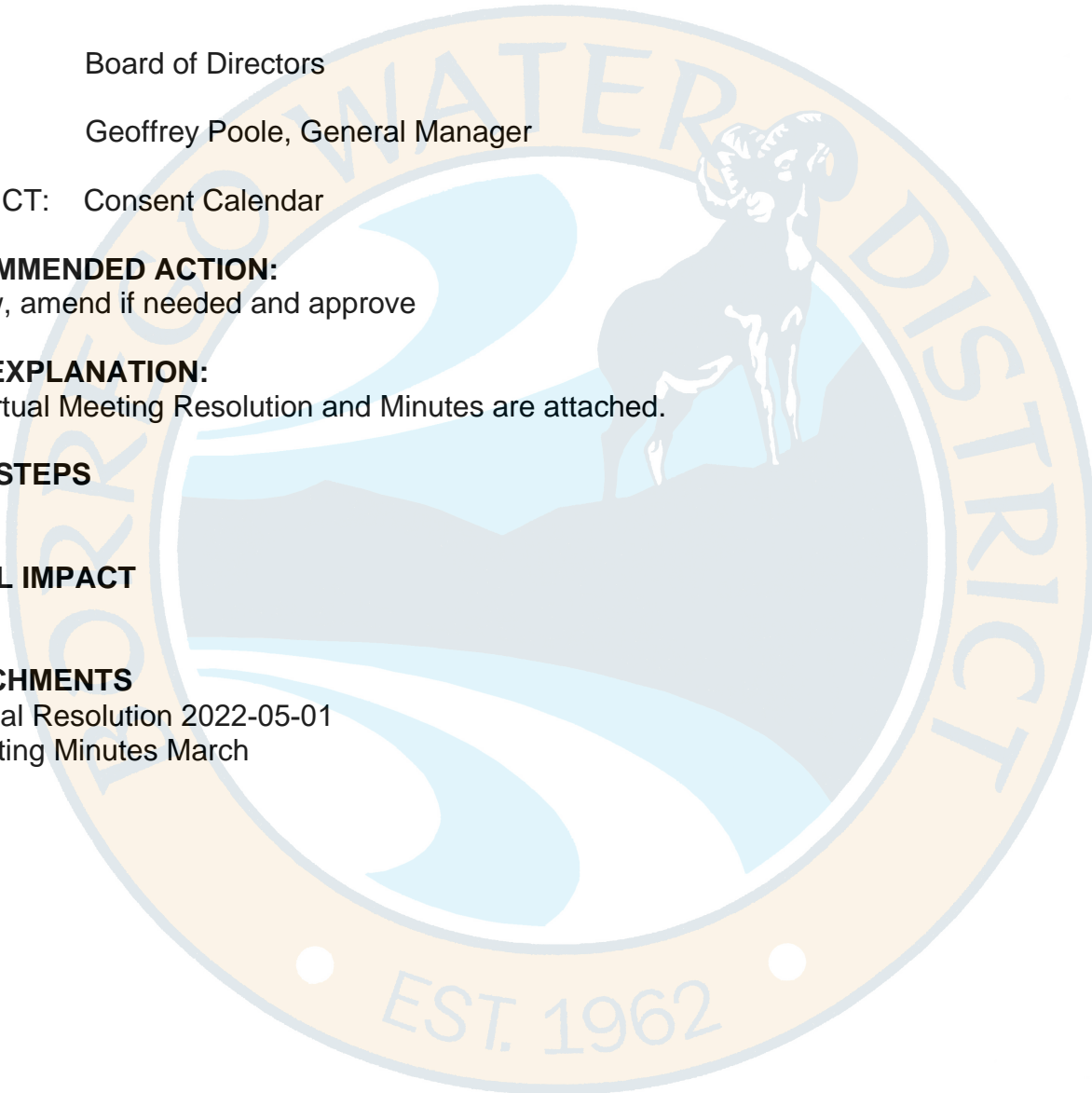
**RECOMMENDED ACTION:**  
Review, amend if needed and approve

**ITEM EXPLANATION:**  
The Virtual Meeting Resolution and Minutes are attached.

**NEXT STEPS**  
TBD

**FISCAL IMPACT**  
TBD

**ATTACHMENTS**  
1. Virtual Resolution 2022-05-01  
2. Meeting Minutes March



**RESOLUTION NO.  
2022-05-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT AUTHORIZING VIRTUAL BOARD AND COMMITTEE MEETINGS PURSUANT TO AB 361**

WHEREAS, the Borrego Water District (“District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the District’s meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, the District has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, District staff and Directors; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a state of emergency has been proclaimed related to COVID-19, state or local officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

NOW, THEREFORE, BE IT RESOLVED THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state or local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Board authorizes staff to conduct remote teleconference meetings of the Board of Directors, including Committee meetings, under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Board of Directors in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED AND ADOPTED by the Board of Directors of the Borrego Water District this 24th day of May 24, 2022.

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Kathy Dice  
President Of The Board Of Directors Of The Borrego Water District

ATTEST:

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Dave Duncan  
Secretary Of The Board Of Directors Of The Borrego Water District

I, Dave Duncan, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors of said District at a Special Meeting held on the 24th day of May, 2022 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA

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ss.

COUNTY OF SAN DIEGO

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Dave Duncan  
Secretary of the Board of Directors  
Of Borrego Water District

**Borrego Water District Board of Directors  
MINUTES  
Special Meeting  
March 8, 2022 @ 3:00 p.m.  
806 Palm Canyon Drive  
Borrego Springs, CA 92004**

**I. OPENING PROCEDURES**

- A. Call to Order: Vice President Baker 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:
- |                   |                 |  |
|-------------------|-----------------|--|
| <u>Directors:</u> | <u>Present:</u> | Vice President Baker, Secretary/<br>Treasurer Duncan, Johnson,<br>Rosenboom  |
|                   | <u>Absent:</u>  | President Dice   |
| <u>Staff:</u>     |                 | Geoff Poole, General Manager<br>Jessica Clabaugh, Finance Officer<br>Steve Anderson, Best Best & Krieger<br>Esmeralda Garcia, Administrative Assistant<br>Wendy Quinn, Recording Secretary |
| <u>Public:</u>    |                 | Cathy Milkey, T2 Leanne Crow, County<br>Robert Staehle, TCDC David Garmon,<br>Syrus Devers, BB&K BVEF<br>Jim Bennett, County Andy Malone, West<br>Rebecca Falk Yost                        |
- D. Approval of Agenda: ***MSC: Johnson/Rosenboom approving the Agenda as written. The roll call vote was unanimous.***
- E. Approval of Minutes: None
- F. Comments from the Public and Requests for Future Agenda Items: None
- G. Comments from Directors: Director Baker announced that the Board would go directly into closed session, and the open session would reconvene at 3:45 p.m. She reminded the Board that Form 700s were due April 1, and questions may be directed to Best Best & Krieger or Esmeralda Garcia.
- H. Correspondence Received from the Public: None

**II. CLOSED SESSION:**

A. Conference with Legal Counsel - Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: (One (1) potential case):

B. Conference with Legal Counsel – Existing Litigation (BWD v. All Persons Who Claim a Right to Extract Groundwater, et al. (San Diego Superior Court case no. 37-2020-00005776):

The Board adjourned to closed session at 3:08 p.m., and the open session reconvened at 3:49 p.m. There was no reportable action.

**III. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION**

A. Proposition 68 Grant Update: Geoff Poole reported that three projects had been eliminated by DWR. There is a possibility of adding other projects. Based on DWR recommendations, a couple of turf removal projects were eliminated. The work of the PRC is done. Staff recommends a spending plan of remaining initial eligible projects, BWD's, two WM projects and the Tubb Canyon project. Tubb Canyon has found an applicant for its GDE project, as it lacks administrative support. Robert Staehle added that the applicant is a foundation closely linked to UCI. Director Baker asked if the foundation had reviewed the sub-grantee contract and

Special Minutes: March 8, 2022

was comfortable with it, and Mr. Garmon replied that they were currently reviewing it. If there are items to be negotiated it would be with BWD or BB&K. *MSC: Duncan/Johnson directing staff to submit the spending plan totaling \$5.3 million. The roll call vote was unanimous.*

B. Overview of Fed and State Grant Opportunities: Mr. Poole reported that there are other opportunities for grants for projects not funded by Prop 68. He and the Grant Committee were working with BB&K to identify them, and information was included in the Board package. A matrix will be created and brought back to the Board with recommended action items. Discussion followed regarding projects in need of funding, including BWD solar and air quality monitoring.

C. Borrego Springs Subbasin Watermaster Board:

1. Update on Board Activities. Director Duncan announced a WMB meeting this Thursday at 4:30 p.m. It will largely focus on the annual report. Mr. Poole will talk about Prop 68.

2. Update on Technical Advisory Committee Activities. No report.

#### **IV. BOARD COMMITTEE REPORTS, IF NEEDED STANDING**

None

#### **AD HOC**

C. Grants: The Committee met to review and discuss the list of grant opportunities.

#### **V. STAFF REPORTS**

A. Covid Related Water Bill Arrearages Grant: Jessica Clabaugh presented slides showing February water revenue over \$295,000, a 14 percent increase from last year. Units sold were 35,700 in February, one percent less than last year. In the three-year average, revenue was up 21 percent and water consumption up 5 percent. Sewer revenue was \$55,000.

Ms. Clabaugh reported on Covid water relief grant, approximately \$100,000. So far just over \$26,000 has been applied to past due accounts in February. Staff is going through all aging reports from the Covid period.

Director Johnson requested an opportunity to review rainfall records, and Mr. Poole will investigate. Mr. Garmon stated that Jim Dice has those records, and he will ask him to forward them to Mr. Poole.

B. General Manager Report:

i. Expanding Water Quality Monitoring. Mr. Poole noted that Director Johnson was concerned about agricultural runoff into the groundwater and potential effects on water quality. The State requires testing for specific elements in specific time periods. Mr. Driscoll wanted time to select the best wells for additional testing. Mr. Poole will come back with a specific recommendation at the next meeting.

#### **VI. CLOSING PROCEDURE**

The next Board Meeting is scheduled for March 22, 2022, to be available online. See Board Agenda at [BorregoWD.org](http://BorregoWD.org) for details, available at least 72 hours before the meeting. There being no further business, the Board adjourned at 4:30 p.m.





C. Letter of Support for County of San Diego Grant Application – Department of Conservation: Mr. Poole reported that the County was applying for a State Department of Conservation grant for farmland fallowing. Jim Bennett had requested a letter of support. A sample letter was included in the Board package, and staff recommends approval. ***MSC: Johnson/Rosenboom approving the letter of support for the County grant application. The motion passed by unanimous roll call vote of those present.***

D. Borrego Springs Subbasin Watermaster Board:

i. Annual Report Comments. Mr. Poole reported that he had reviewed the WM annual report, made comments and passed them on to the WMB. Sam Adams and Trey Driscoll reviewed them, and they were included in the Board package. Director Rosenboom had some questions regarding interpolation of data on groundwater storage capacity, and whether subsidence was considered in calculating the capacity of the aquifer. Mr. Poole will follow up with Mr. Driscoll. Mr. Poole questioned whether there shouldn't be another WMB meeting to approve the report after the comments and responses were received. Mr. Anderson said this was the usual procedure. Director Duncan reported that there would be a final version of the report available for review on March 24.

ii. Update on Board Activities. Director Duncan recommended that when a draft report is prepared, Mr. Driscoll review it. ***MSC: Duncan/Rosenboom formalizing a policy that when the WM annual report draft is available, Dudek review it as soon as possible and make comments to the WMB and staff. The motion passed by unanimous roll call vote of those present.***

iii. Update on Technical Advisory Committee Activities. Mr. Driscoll reported that he was continuing to work on locating a monitoring well site in the North Management Area. He is working with property owners. He attended an Environmental Working Group yesterday and met with Andy Malone.

### III. BOARD COMMITTEE REPORTS

Ad Hoc:

D. Cyber Security/Risk Management: Director Baker reported that the annual cyber security review was underway.

### IV. MONTHLY FINANCIAL & OPERATIONS REPORTS

A. Financial Reports: February 2022: Jessica Clabaugh presented the financial reports for February. The figures were as expected. Water revenue was \$270,000, sewer \$55,000. Operating expenses were \$78,000. Board meeting expenses were higher due to Prop 68. Work on the new well is continuing. The Bending Elbow pipeline is complete. Grant-funded work on the wastewater treatment plant is continuing. Cash reserves are just under \$7 million. No bond funds were expended in February.

B. Water and Wastewater Operations Report: February 2022:

i. Wastewater Staff Report. Mr. Poole reported that Roy Martinez was keeping him up to date on the wastewater treatment plant improvements. They are nearing completion.

C. Water Production/Use Records: February 2022:

i. Operations Staff Report. Alan Asche reported that operations were running smoothly. He was waiting to hear from SDG&E on power for Well 5-15. Materials were purchased for a pipeline extension. Work is continuing on the tank replacements. A new trailer was delivered. Mr. Asche invited the Board's attention to material in the Board package on two types of skid steer loaders, Cat and JCB. He recommended JCB. ***MSC:***

*Duncan/Johnson authorizing the purchase of a JCB skid steer loader and appropriate attachments. The motion passed by unanimous roll call vote of those present.*

#### **IV. STAFF REPORTS**

**A. Administration:** Diana Del Bono reported that Esmeralda Garcia was continuing to work with past due customers on payment plans. Some red tags were used on customers who were over 60 days past due. This is the second month of the new smart phone meter reading, and it is saving time. Springbrook has upgraded the software, and staff has been trained. It is now in the testing phase. The illness and injury prevention program has been updated and streamlined. There is a new training schedule beginning in April, and Ms. De Bono will be reviewing it with staff. Alex passed his D3 exam.

**B. Engineering:** David Dale reported that the tank replacements were on temporary hold awaiting parts. The Rams Hill 2 tank is a necessity. A survey will be conducted in the next couple of weeks to see if another tank can be built on the property. Mr. Dale is working with the State on the Twin Tanks project, which also will require a survey. He hoped to bid the project in three to four weeks. The wastewater treatment plant project is going well, with just a couple more workdays left. The quarterly report was transmitted to the State. Mr. Dale is working with Best Best & Krieger on the contract for the Borrego Valley Road pipeline.

**C. General Manager:** Mr. Poole reported that there will be a Finance Committee meeting on Thursday. They will discuss the wastewater treatment plant analysis, as well as Rams Hill, Borrego Springs Resort, Club Circle and the downstream sewer. A separate treatment plant will be needed if Rams Hill expands. The Committee will also discuss in-house pipeline replacement versus contractors, and the Mesquite Trails past due sewer bill.

#### **V. CLOSED SESSION**

**A. Conference with Legal Counsel – CYBER SECURITY:**

**B. Conference with Legal Counsel – Existing Litigation (*BWD v. All Persons Who Claim a Right to Extract Groundwater, et al.* (San Diego Superior Court case no. 37-2020-00005776)):**

The Board adjourned to closed session at 10:55 a.m., and thereafter, the open session reconvened. There was no reportable action.

#### **VI. CLOSING PROCEDURE**

The next Board Meeting is scheduled for 9:00 a.m., April 12, 2022, to be available on line. See Board Agenda at [BorregoWD.org](http://BorregoWD.org) for details. Agenda information available at least 72 hours before the meeting. There being no further business, the meeting was adjourned.

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 24, 2022  
AGENDA ITEM II.B

May 19, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Legislative Advocacy Overview - Best/Best/Krieger & Dice/Johnson/Poole

**RECOMMENDED ACTION:**

Receive update from Federal (Ana/Lowry) and State (Syrus) Legislative Advocates and direct staff as deemed appropriate

**ITEM EXPLANATION:**

Ana Schwab and Lowry Crook will review the status of federal funding opportunities and Syrus Deevers will provide an update on State efforts.

**NEXT STEPS**

TBD

**FISCAL IMPACT**

TBD

**ATTACHMENTS**

1. None

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 24, 2022  
AGENDA ITEM II.C

May 19, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Draft Budget for Fiscal Year 2022-23 – Clabaugh/Dice/Rosenboom

**RECOMMENDED ACTION:**

Review Draft Budget and direct staff as deemed appropriate

**ITEM EXPLANATION:**

Jessica and the Audit/Budget Committee have developed the attached Draft budget. Jessica will provide a detailed overview of the document and request input from the Board before returning in June for final approval. In June, staff will present the entire budget package including the Capital Improvement Plan, cash flows etc...

**NEXT STEPS**

TBD

**FISCAL IMPACT**

TBD

**ATTACHMENTS**

1. Draft Budget



## Borrego Water District Draft Budget for Fiscal Year 2023

### Rate Revenues

**INCOME**

**RATE REVENUE**

**Water Rates Revenues**

Commodity Rates

Residential	1,228,392	1,403,327	1,444,114	1,446,818
Commercial	674,478	646,294	704,908	633,954
Irrigation	297,532	314,987	322,038	292,094
<b>Total Commodity</b>	<b>2,200,403</b>	<b>2,364,608</b>	<b>2,471,060</b>	<b>2,372,867</b>

Non-Commodity Charges

Base Meter Charges	1,215,673	1,262,966	1,332,062	1,305,446
Meter Install/Repair	7,460	2,765	5,000	18,000
New Connection BPA Fee	-	-	-	28,000
Backflow Testing/Install	5,350	5,643	5,215	7,815
Bulk Water Sales	5,569	6,327	2,583	95,000
<b>Total Non-Commodity</b>	<b>1,234,052</b>	<b>1,277,701</b>	<b>1,344,860</b>	<b>1,454,261</b>

**Total Water Rate Revenues**

<b>3,434,455</b>	<b>3,642,309</b>	<b>3,815,920</b>	<b>3,827,128</b>
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**Sewer Rates**

TCS Holder Fees (SA2)	242,519	246,151	151,602	179,291
TCS User Fees (SA2)	49,833	101,349	120,595	117,452
RH Sewer User Fees (ID1)	-	-	152,354	154,305
Sewer User Fees (ID5)	148,352	304,047	172,455	174,004
<b>Total Sewer Rates</b>	<b>440,704</b>	<b>651,547</b>	<b>597,006</b>	<b>625,052</b>

Proposed FY2023	<i>Budg 22 vs Prop 23 \$ Change</i>	<i>Budg 22 vs Prop 23 % Change</i>
1,516,320	72,206	5.00%
740,154	35,245	5.00%
338,140	16,102	5.00%
2,594,613	123,553	5.00%
1,398,665	66,603	5.00%
35,000	30,000	600.00%
<b>24,880</b>	24,880	100.00%
5,700	485	9.30%
82,500	79,917	3093.55%
1,546,745	201,885	15.01%
4,141,358	325,438	8.53%
157,666	6,064	4.00%
125,419	4,824	4.00%
158,448	6,094	4.00%
179,354	6,898	4.00%
620,887	23,880	4.00%



**Borrego Water District  
Draft Budget for Fiscal Year 2023 (Con't)**

**Revenues**

	Actual FY2020	Actual FY2021	Budget FY2022	Projected FY2022	Proposed FY2023	<i>Budg 22 vs Prop 23 \$ Change</i>	<i>Budg 22 vs Prop 23 % Change</i>
<b>Availability Charges Collected thru Tax Roll</b>							
ID1 - Water/Sewer/Flood Standby	106,107	106,256	85,000	105,652	105,000	20,000	23.53%
ID3/ID4 - Water Standby	116,764	119,280	110,000	117,000	117,000	7,000	6.36%
Pest Control Standby	17,535	16,429	14,000	16,000	16,000	2,000	14.29%
<b>Total Availability (Tax Roll)</b>	<b>240,406</b>	<b>241,965</b>	<b>209,000</b>	<b>238,652</b>	<b>238,000</b>	<b>29,000</b>	<b>13.88%</b>
<b>TOTAL RATE REVENUE</b>	<b>4,115,565</b>	<b>4,535,821</b>	<b>4,621,927</b>	<b>4,690,832</b>	<b>5,000,245</b>	<b>378,318</b>	<b>8.19%</b>
<b>Non-Rate Revenue</b>							
Penalties & Fees	46,014	1,580	15,000	56,809	40,000	25,000	166.67%
BSUSD Agreement	-	15,478	31,064	45,000	35,000	3,936	12.67%
1% Property Assessments	70,292	71,486	63,000	71,000	70,000	7,000	11.11%
Interest Income (LAIF)	76,542	28,442	15,000	5,000	5,000	(10,000)	-66.67%
Groundwater Mgmt Income ( <i>see GWM Detail</i> )	178,385	104,351	104,313	104,813	3,500	(100,813)	-96.64%
<b>TOTAL NON-RATE REVENUE</b>	<b>371,233</b>	<b>221,337</b>	<b>228,377</b>	<b>282,622</b>	<b>153,500</b>	<b>(74,877)</b>	<b>-32.79%</b>
<b><u>GROSS INCOME</u></b>	<b><u>4,486,799</u></b>	<b><u>4,757,158</u></b>	<b><u>4,850,304</u></b>	<b><u>4,973,454</u></b>	<b><u>5,153,745</u></b>	<b><u>303,441</u></b>	<b><u>6.26%</u></b>



**Borrego Water District**  
**Draft Budget for Fiscal Year 2023 (Con't)**  
**Operating Expenses**

	Actual FY2020	Actual FY2021	Budget FY2022	Projected FY2022	Proposed FY2023	Budg 22 vs Prop 23 \$ Change	Budg 22 vs Prop 23 % Change
<b>EXPENSES</b>							
<b>OPERATING EXPENSES</b>							
<b>Operations &amp; Maintenance Expense</b>							
R&M Water	171,734	133,704	250,000	228,424	258,500	8,500	3.40%
R&M WWTF	168,198	49,335	120,000	42,405	124,080	4,080	3.40%
Telemetry	5,308	3,914	5,000	9,414	5,170	170	3.40%
Trash Removal (includes CSD)	5,228	6,297	6,000	6,720	6,204	204	3.40%
Vehicle Expense	15,009	29,690	18,000	20,000	<b>23,000</b>	5,000	27.78%
Fuel & Oil	21,063	33,585	35,000	40,791	<b>51,000</b>	16,000	45.71%
Lab/Testing	21,020	26,519	30,000	24,368	31,020	1,020	3.40%
Permit Fees	28,182	29,997	36,500	36,500	37,741	1,241	3.40%
Pumping Electricity	332,380	330,936	325,000	411,258	<b>440,000</b>	115,000	35.38%
<b>Total Operations &amp; Maintenance Expense</b>	<b>768,122</b>	<b>643,977</b>	<b>825,500</b>	<b>819,880</b>	<b>976,715</b>	<b>151,215</b>	<b>18.32%</b>
<b>Professional Services</b>							
Accounting (Tax & Debt Filings)	4,300	1,595	4,300	1,340	4,446	146	3.40%
Air Quality Study	-	42,154	21,077	18,252	21,077	-	0.00%
<i>Contra - Air Quality Study (BVEF Cont.)</i>	(21,776)	(10,888)	(10,888)		(10,888)	-	0.00%
Payroll Services	3,121	3,864	3,100	4,045	3,205	105	3.40%
Audit Fees	32,665	21,645	19,500	21,480	20,163	663	3.40%
IT & Cyber Security	28,000	39,644	35,000	43,000	<b>40,000</b>	5,000	14.29%
Financial Consulting	65,405	89,119	80,000	20,100	82,720	2,720	3.40%
Engineering (Nitrate Red./Trey)	36,832	20,935	22,500	57,000	23,265	765	3.40%
Legal Services - General	32,115	83,000	60,000	64,658	62,040	2,040	3.40%
Advocacy	16,755	15,000	60,000	60,000	62,040	2,040	3.40%
<b>Total Professional Services</b>	<b>197,417</b>	<b>306,067</b>	<b>294,589</b>	<b>289,875</b>	<b>308,069</b>	<b>13,480</b>	<b>4.58%</b>
<b>Insurance Expense</b>							
ACWA/JPIA Program Insurance	61,770	71,809	66,000	71,000	75,900	9,900	15.00%
ACWA/JPIA Workers Comp	19,098	15,023	18,000	12,000	20,700	2,700	15.00%
<b>Total Insurance Expense</b>	<b>80,868</b>	<b>86,832</b>	<b>84,000</b>	<b>83,000</b>	<b>96,600</b>	<b>12,600</b>	<b>15.00%</b>





**Borrego Water District**  
**Draft Budget for Fiscal Year 2023 (Con't)**  
**Operating Expenses (Con't)**

OPERATING EXPENSES (Con't)	Actual FY2020	Actual FY2021	Budget FY2022	Projected FY2022	Proposed FY2023	<i>Budg 22 vs Prop 23 \$ Change</i>	<i>Budg 22 vs Prop 23 % Change</i>
<b>Personnel Expense</b>							
Board Meeting Expense	24,458	22,995	23,000	25,453	23,782	782	3.40%
Salaries & Wages	1,045,243	1,009,263	1,050,000	1,078,390	<b>1,164,503</b>	114,503	10.91%
<i>Contra Account - Salaries &amp; Wages</i>	(153,971)	(106,948)	(80,000)	(89,683)	(60,000)	20,000	-25.00%
Contract Labor/Consulting	5,717	1,625	10,000	-	10,340	340	3.40%
Payroll Taxes	24,196	25,607	28,000	30,034	<b>31,053</b>	3,053	10.91%
Benefits - Medical	215,996	234,007	255,000	265,500	263,670	8,670	3.40%
Benefits - CalPERS	205,140	150,891	210,000	192,000	<b>232,901</b>	22,901	10.91%
Trainings & Conferences	5,000	7,703	18,000	5,171	18,612	612	3.40%
Uniforms	6,693	6,605	7,000	7,700	7,238	238	3.40%
Safety Compliance & Emergency Prep	3,992	1,919	5,000	3,702	5,170	170	3.40%
<b>Total Personnel Expense</b>	<b>1,382,464</b>	<b>1,353,667</b>	<b>1,526,000</b>	<b>1,518,267</b>	<b>1,697,268</b>	<b>171,268</b>	<b>11.22%</b>
<b>Office Expense</b>							
Office Supplies	26,389	14,507	24,000	17,728	24,816	816	3.40%
Office Equipment	42,801	20,359	50,000	34,600	51,700	1,700	3.40%
Postage & Freight	14,126	14,137	15,000	14,475	15,510	510	3.40%
Property Tax	2,431	2,610	3,000	2,618	3,102	102	3.40%
Telephone Expense	20,215	20,234	20,000	22,236	23,000	3,000	15.00%
Dues & Subscriptions (ACWA/AWWA)	17,700	15,211	23,000	22,031	23,782	782	3.40%
Printing & Publication	1,364	3,260	5,000	2,100	5,170	170	3.40%
Office/Shop utilities	5,556	5,046	6,500	7,547	7,500	1,000	15.38%
<b>Total Office Expense</b>	<b>130,582</b>	<b>95,364</b>	<b>146,500</b>	<b>123,335</b>	<b>154,580</b>	<b>8,080</b>	<b>5.52%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>2,559,453</b>	<b>2,485,907</b>	<b>2,876,589</b>	<b>2,834,357</b>	<b>3,233,232</b>	<b>356,643</b>	<b>12.40%</b>



**Borrego Water District**  
**Draft Budget for Fiscal Year 2023 (Con't)**

**Other Expenses**

	Actual FY2020	Actual FY2021	Budget FY2022	Projected FY2022	Proposed FY2023	<i>Budg 22 vs Prop 23 \$ Change</i>	<i>Budg 22 vs Prop 23 % Change</i>
<b>DEBT SERVICE</b>							
Compass Bank Note 2018A/B - Principal	292,744	306,538	303,538	305,000	305,000	1,462	0.48%
Compass Bank Note 2018A/B - Interest	96,076	85,000	85,000	85,000	85,000	0	0.00%
Pacific Western 2018 IPA - Principal	305,000	317,000	172,500	182,000	-	(172,500)	-100.00%
Pacific Western 2018 IPA - Interest	197,510	184,850	184,850	89,705	-	(184,850)	-100.00%
Capital One Public Funding 2021 - Principal	-	-	-	-	427,960	427,960	-
Capital One Public Funding 2021 - Interest	-	-	-	82,223	159,759	159,759	-
<b>TOTAL DEBT SERVICE</b>	<b>891,329</b>	<b>893,387</b>	<b>745,887</b>	<b>743,928</b>	<b>977,719</b>	<b>231,832</b>	<b>31.08%</b>
<b>GROUNDWATER MANAGEMENT EXPENSES (see GWM Detail)</b>							
Pumping Fees	-	123,888	123,578	83,457	100,000	(23,578)	-19.08%
GWM Expense	137,770	61,438	55,000	1,148	56,870	1,870	3.40%
Legal Expense	252,076	355,389	250,000	12,458	50,000	(200,000)	-80.00%
Watermaster Expense	29,512	48,339	24,000	83,456	24,816	816	3.40%
Database Hosting (Dudek)	-	-	15,175	-	15,691	516	3.40%
<b>TOTAL GROUNDWATER MGMT EXPENSES</b>	<b>419,358</b>	<b>589,054</b>	<b>467,753</b>	<b>180,519</b>	<b>247,377</b>	<b>(220,376)</b>	<b>-47.11%</b>
<b>TOTAL EXPENSES</b>	<b>3,870,140</b>	<b>3,968,349</b>	<b>4,090,229</b>	<b>3,758,804</b>	<b>4,458,328</b>	<b>368,099</b>	<b>9.00%</b>
<b>NET INCOME</b>	<b>616,658</b>	<b>788,809</b>	<b>760,074</b>	<b>1,214,651</b>	<b>695,417</b>	<b>(64,658)</b>	<b>-8.51%</b>



**Borrego Water District**  
**Draft Budget for Fiscal Year 2023 (Con't)**  
**Cash & Bond Funded Capital Improvement Projects**

	Actual FY2020	Actual FY2021	Budget FY2022	Projected FY2022	Proposed FY2023
<b><u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u></b>					
<b>CASH FUNDED CIP</b>					
<b>Water Projects</b>					
Office Interior Improvements	-	-	15,000		50,000
Emergency System Repairs	-	395	60,000	20,000	60,000
<b>Total Water Projects</b>	-	395	75,000	20,000	110,000
<b>Sewer Projects</b>					
Manhole Refurbishments	-	-	45,000	50,000	47,408
<b>Total Sewer Projects</b>	-	-	45,000	50,000	47,408
<b>Short Lived Asset Replacements</b>					
Paddock Well - Convert to Monitoring	-	-	-		7,779
10-15 kw Backup Diesel Generator	-	-	-		15,000
Main Server Replacement	-	-	28,000	28,000	-
Well ID4-11 Rehab	-	-	400,000	409,000	-
Well ID1-16	-	-	165,000	165,000	-
RAS Pumps	-	-	60,000	60,000	-
Trash Pump	-	-	15,000	15,000	-
Trailer Mounted Vacuum Unit	-	-	100,000	90,000	-
Track Skid Steer	-	-	125,000	125,000	-
Pickup Truck	-	29,000	-		60,000
<b>Total Short Lived Assets</b>	-	29,000	893,000	892,000	82,779
<b>CASH FUNDED CIP</b>	-	<b>29,395</b>	<b>1,013,000</b>	<b>962,000</b>	<b>240,187</b>
<b>2021 BOND FUNDED CIP</b>					
<b>Bond Funded Water Projects</b>					
ID 5-15 Completion					300,000
ID 4-10 Inspection and Repairs					225,621
Pipeline Replacements					615,500
<b>2021 BOND FUNDED CIP TOTAL</b>	-	-	-	-	<b>1,141,121</b>



**Borrego Water District**  
**Draft Budget for Fiscal Year 2023 (Con't)**  
**Grant Funded Capital Improvement Projects**

	Actual FY2020	Actual FY2021	Budget FY2022	Projected FY2022	Proposed FY2023
<b>GRANT FUNDED CIP</b>					
<b>Water Projects- DWR Grant Net \$2,048,362</b>					
Twin Tanks	-	2,836	800,000	30,000	121,165
Wilcox Diesel Motor	-	-	100,000		83,333
Indian Head Reservoir Replacement	-	-	450,000		474,000
Recoat Rams Hill Tank #2	-	-	450,000	7,000	474,000
<b>Total Water Projects - Water Reservoirs Grant</b>	-	2,836	1,800,000	37,000	1,152,498
<b>Sewer Projects - DWR Grant - \$788,912</b>					
WWTP Upgrade/Rehabilitation		32,338	788,912	500,000	288,912
<b>Total Sewer Projects</b>	-	32,338	788,912	500,000	288,912
<b>Prop 68 Grant</b>					
AMI					455,000
WWTP Monitoring Wells				5,000	141,000
Admin/Acquisition Costs				130,000	75,000
<b>Total - Prop 68 Grant</b>	-	-	-	135,000	671,000
<b>TOTAL GRANT FUNDED CIP</b>	-	35,173	- 2,588,912	- 672,000	2,112,410



**Borrego Water District**  
**Draft Budget for Fiscal Year 2023 (Con't)**  
**Groundwater Management Budget Detail**

	Actual FY2020	Actual FY2021	Budget FY2022	Projected FY2022	Proposed FY2023	<i>Budg 22 vs Prop 23 \$ Change</i>	<i>Budg 22 vs Prop 23 % Change</i>
<b>GROUNDWATER MANAGEMENT INCOME</b>							
Reimbursements due thru Stipulation	178,385	101,313	101,313	101,313	-	<i>(101,313)</i>	<i>-100.00%</i>
Meter Reading Services Income	-	3,038	3,000	3,500	3,500	<i>500</i>	<i>16.67%</i>
<b>TOTAL GROUNDWATER MANAGEMENT INCOME</b>	<u>178,385</u>	<u>104,351</u>	<u>104,313</u>	<u>104,813</u>	<u>3,500</u>	<u><i>(100,813)</i></u>	<u><i>-96.64%</i></u>
<b>GROUNDWATER MANAGEMENT EXPENSES</b>							
Pumping Fees	-	123,888	123,578	49,776	49,776	<i>(73,802)</i>	<i>-59.72%</i>
GWM Expense	137,770	61,438	55,000	1,000	-	<i>(55,000)</i>	<i>-100.00%</i>
Legal Expense	252,076	355,389	250,000	12,500	50,000	<i>(200,000)</i>	<i>-80.00%</i>
Watermaster Expense	29,512	48,339	24,000	57,000	75,000	<i>51,000</i>	<i>212.50%</i>
<b>TOTAL GROUNDWATER MGMT EXPENSES</b>	<u>419,358</u>	<u>589,054</u>	<u>452,578</u>	<u>120,276</u>	<u>174,776</u>	<u><i>(277,802)</i></u>	<u><i>-61.38%</i></u>
<b>NET GROUNDWATER MANAGEMENT EXPENSES</b>	240,973	484,703	348,265	15,463	171,276	<i>(176,989)</i>	<i>-50.82%</i>

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 24, 2022  
AGENDA ITEM II. D

May 19, 2022

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: Borrego Springs Stewardship Council Request for Assistance with Prop 68 Grant -  
G Poole

**RECOMMENDED ACTION:**

Discuss request and direct staff as deemed appropriate

**ITEM EXPLANATION:**

The Borrego Springs Stewardship Council received approval in the Prop 68 Grant Program for the Borrego Springs Basin for \$200,000 for a resilient community strategy. Due to the current legal status of the organization (not a 501 C yet) and other factors, assistance is being requested.

**NEXT STEPS**

TBD

**FISCAL IMPACT**

BWD Cash flow impacts during the Project

**ATTACHMENTS**

1. Letter From BVSC

18 May 2022

TO: Borrego Water District

FROM: Diane Johnson  
Secretary, Borrego Valley Stewardship Council

RE: Request that BWD serve as the fiscal agent for the Stewardship Council's sub-project funded by the Proposition 68 grant

Please note that I am writing in my capacity as a Board member of the Stewardship Council (BVSC), not as a Director of the BWD.

As you know, the BVSC was awarded \$260,000 of the Prop 68 grant funds, for its project entitled "Borrego Springs Community Education, Empowerment, and Visioning for a Resilient Community Strategy," and we are delighted to have the opportunity to do this important planning work.

However, there have been some changes since the proposal was written, in both the players and in the governance of the BVSC. First, with direction from BVSC, the project proposal was conceived and written by Atley Keller, then a Project Manager with the Local Government Commission (LGC). She and other consultants have since left LGC and we are unsure of our continued relationship with the company (now rebranded as CivicWell). We are considering contracting with the company Atley Keller and others now work for to help us move our project forward.

Second, the BVSC is formalizing its structure, and is in the process of applying to become a 501(c)3 tax-exempt organization -- paperwork has been submitted, officers elected, and approval is expected in the coming weeks.

The BVSC would like to reposition itself, both to employ consultants from firms other than LGC and to hire its own staff, in order to eventually perform the work of this grant. But the BVSC is not yet formally structured to accept government funds and does not yet have its own staff.

BVSC is requesting that BWD serve as the fiscal agent for the fulfillment of this \$260,000 grant. BVSC plans to find and manage its own consultants and staff to perform the substantive tasks of the project, and we will seek to perform our own project administration (e.g., reporting) work as well. We expect that financial tasks performed by BWD will be remunerated.

We ask that this request be considered at the upcoming Board Meeting on 5/24, and thank you for your consideration.



BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 24, 2022  
AGENDA ITEM II. E

May 19, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: FISCAL AGREEMENT NO. SWRB #D2002054 by and between BORREGO WATER DISTRICT ("Recipient") and CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board") for the purpose of the WATER PUMP DIESEL ENGINE UPGRADE AND TANK PROJECT 3710036-001C ("Project")

**RECOMMENDED ACTION:**

Approve Agreement

**ITEM EXPLANATION:**

The attached Agreement has been received from The State for BWD to receive grant funding to replace Twin Tanks, Indian Head, Rams Hill #2 reservoirs and the Wilcox diesel motor. The Grant Agreement is straight forward except for the Twin Tanks project. Due to the fact the tanks were originally not constructed on BWD property, a land swap is needed with State Parks before BWD will be reimbursed for the Twin Tanks site. The land swap is expected to take 24-30 months and we started approximately 4 months ago. BWD is allowed to replace the tank now and hold the invoices until the land swap is done. The document has been reviewed by Legal Counsel and staff recommends approval

**NEXT STEPS**

Execute documents and bid the projects

**FISCAL IMPACT**

\$2.08 M budget and likely to be higher once bids are opened due to inflationary and supply chain issues. These costs will be eligible for inclusion into the Grant once the bids are opened.

**ATTACHMENTS**

1. Proposed Agreement



GAVIN NEWSOM  
GOVERNOR



JARED BLUMENFELD  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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## State Water Resources Control Board

May 10, 2022

Borrego Water District  
Attn: Geoff Poole, General Manager  
P.O. Box 1870  
Borrego Springs, CA 92004

Agreement Number: D2002054  
Project Number: 3710036-001C

Enclosed is your amended Funding Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board ("State Water Board").

If in agreement with all terms and conditions of the Agreement, please have the Authorized Representative, as noted in the executed resolution, sign and return two (2) signature pages no later than thirty (30) calendar days from the date of this letter to:

### US Mail

Maria Nanca  
State Water Resources Control Board  
Division of Financial Assistance  
P.O. Box 944212  
Sacramento, CA 94244-2120

### Overnight Mail

Maria Nanca  
State Water Resources Control Board  
Division of Financial Assistance  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

Ms. Nanca may be contacted at (916) 319-0806 or [Maria.Nanca@waterboards.ca.gov](mailto:Maria.Nanca@waterboards.ca.gov)

Once the Agreement is signed by both parties, we will forward an executed copy to you for your entity's records.

Enclosures

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E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)



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**DRINKING WATER CONSTRUCTION  
GRANT**

**FISCAL** AGREEMENT NO. SWRCB000000000D2002054

by and between

BORREGO WATER DISTRICT ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



for the purpose of the

WATER PUMP DIESEL ENGINE UPGRADE AND TANK REHABILITATION PROJECT  
3710036-001C ("Project")

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- Section 116766 of the Health and Safety Code and State Water Board Resolution No. 2019-0042

**AMENDMENT NO. 1**

PROJECT FUNDING AMOUNT: \$2,048,362.00

GRANT COMPONENT: \$2,048,362.00

ESTIMATED REASONABLE PROJECT COST: \$2,048,362.00

ELIGIBLE WORK START DATE: JULY 24, 2019

ELIGIBLE CONSTRUCTION START DATE: MARCH 17, 2021

CONSTRUCTION COMPLETION DATE: ~~MAY 1, 2022~~ **DECEMBER 1, 2024**

FINAL REIMBURSEMENT REQUEST DATE: ~~NOVEMBER 1, 2022~~ **JUNE 1, 2025**

RECORDS RETENTION END DATE: ~~MAY 1, 2058~~ **DECEMBER 1, 2060**

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**This Agreement executed by the State Water Board on February 11, 2022, is hereby amended and restated, to revise the cover page, the Agreement, and Exhibit A and D (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same. Please note, page numbers may have changed.**

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - Exhibit A – Scope of Work and Schedule
  - Exhibit B – Specific Funding Provisions
  - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - Exhibit D – Special Conditions
  
2. The following documents are also incorporated by reference:
  - Reserved;
  - the Drinking Water System Permit No. 05-14-09P010;
  
3. Party Contacts during the term of this Agreement are:

State Water Board		Borrego Water District	
Section:	Division of Financial Assistance		
Name:	Joseph Quilatan, Project Manager	Name:	Geoff Poole, General Manager
Address:	1001 I Street, 16 <sup>th</sup> Floor	Address:	806 Palm Canyon Drive
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Borrego Springs, CA 92004
Phone:	(916) 322-9671	Phone:	(760) 767-5806
Fax:		Fax:	
Email:	joseph.quilatan@waterboards.ca.gov	Email:	geoff@borregowd.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division’s Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
  - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board’s counsel dated on or after the date that the Recipient signs this Agreement.
  
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
  - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. **This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BORREGO WATER DISTRICT:

STATE WATER RESOURCES CONTROL BOARD:

By: \_\_\_\_\_  
Name: Geoff Poole  
Title: General Manager

By: \_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

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

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

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

### A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of 40 years. The funding under this Agreement shall be used to replace and rehabilitate four of the District's storage tanks that are near the end of their useful lives and replace the diesel engine in the Wilcox Well that meets current emission requirements.

### A.2. SCOPE OF WORK.

The Recipient agrees to do the following: demolish and replace the Twin Tanks (two 220,000 gallon tanks), and Indian Head tank (220,000 gallon tank), and ~~rehabilitate~~ the Rams Hill #2 Tank (440,000 gallon tank); ~~and~~ conduct the required testing before operation; and remove the existing diesel engine and install a new compliant engine.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

### A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Safe and Affordable Drinking Water Fund through an agreement with the State Water Resources Control Board."

### A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		<del>September 1, 2021</del> <b>Complete</b>
2.	Final Budget Approval Package		<del>December 1, 2021</del> <b>May 31, 2022</b>
3.	Completion of Construction	<del>May 1, 2022</del> <b>December 1, 2024</b>	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		<del>May 1, 2022</del> <b>December 1, 2024</b>
3.	Project Completion Report		TBD
4.	As Needed Reports		TBD
<b>EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	<del>November 1, 2022</del> <b>June 1, 2025</b>	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

**A.5 PROGRESS REPORTS.**

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

**A.6 SPECIAL REPORTS.**



(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) Reserved.

(d) The Recipient must submit information required for compliance with Greenhouse Gas Reduction Fund (GGRF) requirements, as required by the Division.

#### A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

**EXHIBIT B – FUNDING AMOUNTS**

**B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.**

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

**B.2 RECIPIENT CONTRIBUTIONS.**

(a) Reserved.

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

**B.3 VERIFIABLE DATA.**

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

**B.4 BUDGET COSTS**

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$1,814,720.00	\$1,814,720.00
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$181,472.00	\$181,472.00
Allowances (Soft Costs)	\$52,170.00	\$52,170.00
<b>TOTAL</b>	<b>\$2,048,362.00</b>	<b>\$2,048,362.00</b>

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

**B.5 LINE ITEM ADJUSTMENTS.**

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's

submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

## B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at  
[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
  - Work Completion
  - Work Completion Date
  
2. Each capitalized term used in this Agreement has the following meaning:
  - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
  - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
  - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
  - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
  - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
  - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
  - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
  - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
  - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
    - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
    - b) Failure to operate the System or the Project without the Division's approval;
  - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
  - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
  - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
  - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Borrego Water District, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

### 3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Safe and Affordable Drinking Water Fund through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

### 4. Rates and Charges.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

5. Reserved.

6. Supplemental Opinion of Counsel.

Prior to any request for reimbursement for construction costs for the Twin Tanks under this Agreement, ~~in addition to~~ **the Recipient shall obtain sufficient access and property rights for the tanks** ~~entering into a Lease Agreement with the State Parks for the Twin Tanks property as described in paragraph D.7.a.ii, the Recipient and~~ shall deliver a supplemental opinion of counsel satisfactory to the Division's counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement. No construction funds will be disbursed for the Twin Tanks under this Agreement until the Recipient satisfies this condition.

7. Special Conditions

a. Technical:

- i. The Recipient shall not solicit bids, award a contract, or commence construction unless and until final plans and specifications are approved in writing by the District Office and Division of Financial Assistance.
- ii. Reimbursement of any construction funds for the Twin Tanks will require **sufficient access and property rights for the tanks, as determined** ~~a Lease Agreement from the State Parks in a form that must be approved by the State Water Board.~~
- iii. The Recipient must report on employment outcomes annually for projects that provide jobs or job training using a format provided by the Project Manager.

8. Funds Related to Contamination.

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.



9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. Reserved.
11. Reserved.
12. Reserved.
13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.
14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.
15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:
  - a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to [DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
  - b. The Recipient must notify the Division promptly of the occurrence of any of the following events:

- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- iii. Loss, theft, damage, or impairment to Project;
- iv. Events of Default, except as otherwise set forth in this section;
- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered

Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;

- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
  - xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.
  - xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.
16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
  - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
  - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
  - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
  - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
  - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
  - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
  - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
  - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

- j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
  - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Reserved.
19. Reserved.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
- a. Reserved.
  - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
  - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
  - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract,

obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
- i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
- k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph. As of the date of this Agreement, the Recipient is in negotiations relating to ~~for a lease~~ for the property on which its Twin Tanks are located.
- l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
- m. The Recipient possesses all water rights necessary for this Project.

### **23. Russian Sanctions**

**The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.**

**For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:**

- 1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;**
- 2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and**
- 3. Direct support to the government and people of Ukraine.**

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 24, 2022  
AGENDA ITEM II. F

May 19, 2022

TO: Board of Directors  
FROM: Geoffrey Poole, General Manager  
SUBJECT: Discussion and Approval Transfer of 2 (two) SEWER EDU's Sok-So To Barkat

**RECOMMENDED ACTION:**

Approve Transfer

**ITEM EXPLANATION:**

Diana has created the attached staff report and will be presenting this item to the Board. This is a routine item but requires Board approval/recognition.

**NEXT STEPS**

Transfer EDUs

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

1. Diana's Staff Report

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
May 24, 2022  
AGENDA ITEM

January 26, 2021

TO: Board of Directors

FROM: Diana Del Bono, Administration Manger

SUBJECT: Discussion and approval of EDU Transfer  
2 (two) EDU's from Chang Sok So to Louna Barkat

**RECOMMENDED ACTION:**

Approval of ownership transfer

**ITEM EXPLANATION:**

Per the BWD approval of the Town Center Sewer Agreement on July 13, 1998 holders may assign their EDU's only with the express written approval of the Board of Directors of the District, be delivering the District written notice, signed and notarized by each Assignor (Holder) and each Assignee (Purchaser). Once written notice is received it is placed on the agenda for approval.

**NEXT STEPS:**

1. Review Documents and Accept

**FISCAL IMPACT:**

none

**ATTACHMENTS:**

1. Borrego Water District Assignment signed and notarized by Assignor (holder) and Assignee (Purchaser)





# **BORREGO WATER DISTRICT**

## **TOWN CENTER SEWER (TSC) EDU ASSIGNMENT/TRANSFER**

I Chang Sok So, Holder/s hereby assigns and transfers to

I Louna Barkat, Assignee/s, all of Holder's rights under the Agreement Respecting in the Town Center Sewer and Deed, dated as of July 13, 1988, with the **BORREGO WATER DISTRICT**, with respect to the following number of EDUs: 2 (two).

**\*\*User Status 655-659 Palm Canyon Drive\*\***

Assignee hereby promises to perform all Holders' duties under said Agreement with respect to said EDUs.

Nothing in this Assignment shall modify the rights or obligations of Holder or District under such Agreement and Deed with respect to any of Holder's EDUs which are not being assigned to Assignee.

This Assignment shall become effective on the approval of the Board of Directors of the **BORREGO WATER DISTRICT**.

DATED: Should have been transferred in 2019 BY: Chang Sok So  
Holder/Assignor

(Holder, Chang, never contacted District nor new owner regarding sell of property (EDU's) Holder unresponsive to phone calls. New Owner, Louna, Barkat to bring sewer account current)

DATED: 04-25-2022

BY: Louna Barkat  
Purchaser/Assignee

**Acknowledgements attached hereto and made a part hereof**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

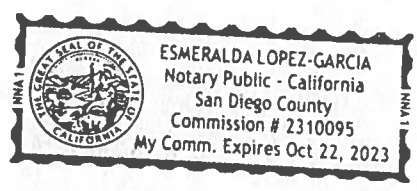
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Diego

On 04/25/2022 before me, Esmeralda Lopez-Garcia, Notary Public.  
Date Here Insert Name and Title of the Officer

personally appeared Louisa F. Barkat  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

BORREGO WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
MAY 24, 2022  
AGENDA ITEM II. G

May 19, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice

**RECOMMENDED ACTION:**

Receive Verbal Report from Representatives

**ITEM EXPLANATION:**

VERBAL REPORT

**FISCAL IMPACT:**

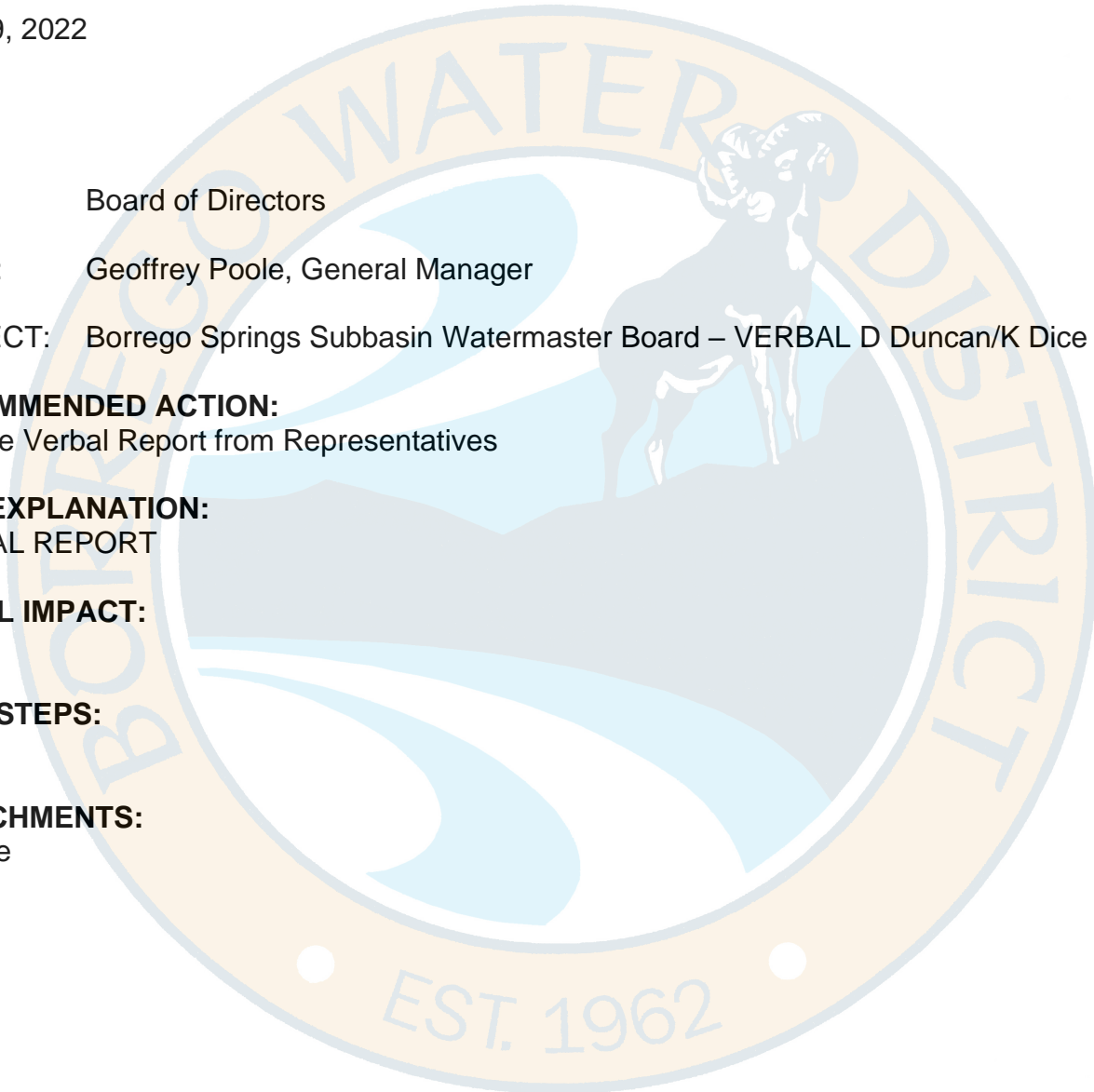
TBD

**NEXT STEPS:**

TBD

**ATTACHMENTS:**

1. None



IV. A

Financial Reports: April 2022





## TREASURER'S REPORT April 2022

	Bank Balance	Carrying Value	Fair Value	% of Portfolio Current Actual	Rate of Interest	Maturity	Valuation Source
<b>Cash and Cash Equivalents:</b>							
<b>Demand Accounts at CVB/LAIF</b>							
General Account/Petty Cash	\$ 4,660,409	\$ 4,643,824	\$ 4,643,824	55.25%	0.00%	N/A	CVB
Payroll Account	\$ 83,246	\$ 104,958	\$ 104,958	1.25%	0.00%	N/A	CVB
2021 Bond Funds	\$ 1,584,495	\$ 1,586,816	\$ 1,586,816	18.88%	0.00%	N/A	CVB
LAIF	\$ 2,069,053	\$ 2,069,053	\$ 2,069,053	24.62%	0.22%	N/A	LAIF
<b>Total Cash and Cash Equivalents</b>	<b><u>\$ 8,397,203</u></b>	<b><u>\$ 8,404,651</u></b>	<b><u>\$ 8,404,651</u></b>	<b><u>100.00%</u></b>			
<b>Facilities District No. 2017-1A-B</b>							
Special Tax Bond- Rams Hill -US BANK	\$ 291,798	\$ 291,798	\$ 291,798				
<b>Total Cash,Cash Equivalents &amp; Investments</b>	<b><u>\$ 8,689,002</u></b>	<b><u>\$ 8,696,449</u></b>	<b><u>\$ 8,696,449</u></b>				

Cash and investments conform to the District's Investment Policy statement filed with the Board of Directors on June 09, 2020

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

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

Jessica Clabaugh, Finance Officer



**Borrego Water District  
Operating Budget Analysis  
04/01 to 04/30/2022**

	<i>Budgeted FY2022</i>	<i>Actual April FY2022</i>	<i>Projected April FY2022</i>	<i>Year to Date FY2022</i>
<b><u>INCOME</u></b>				
<b>RATE REVENUE</b>				
<b>Water Rates Revenues</b>				
Commodity Rates				
Residential	1,444,114	107,724	94,269	1,214,866
Commercial	704,908	50,636	46,015	520,789
Irrigation	322,038	25,803	21,022	359,178
Total Commodity	<u>2,471,060</u>	<u>184,163</u>	<u>161,316</u>	<u>2,094,834</u>
Non-Commodity Charges				-
Base Meter Charges	1,332,062	109,209	111,005	1,088,893
New Meter/Connection	5,000	25	400	5,814
New Water Supply (Pilot Program)	-	-	-	27,910
Backflow Testing/Install	5,215	-	-	2,615
Bulk Water Sales	2,583	37,226	220	53,756
Total Non-Commodity	<u>1,344,860</u>	<u>146,460</u>	<u>111,625</u>	<u>1,178,988</u>
				-
<b>Total Water Rate Revenues</b>	<b>3,815,920</b>	<b>330,623</b>	<b>272,941</b>	<b>3,273,821</b>
<b>Sewer Rates</b>				
TCS Holder Fees (SA2)	151,602	16,561	12,633	179,682
TCS User Fees (SA2)	120,595	10,364	10,050	98,453
RH Sewer User Fees (ID1)	152,354	13,380	12,696	129,109
Sewer User Fees (ID5)	172,455	15,089	14,371	145,591
<b>Total Sewer Rates</b>	<u>597,006</u>	<u>55,394</u>	<u>49,750</u>	<u>552,836</u>
<b>Availability Charges Collected thru Tax Roll</b>				
ID1 - Water/Sewer/Flood Standby	85,000	47,369	7,282	106,024
ID3/ID4 - Water Standby	110,000	25,963	9,423	109,786
Pest Control Standby	14,000	4,054	1,199	15,633
<b>Total Availability (Tax Roll)</b>	<u>209,000</u>	<u>77,385</u>	<u>17,904</u>	<u>231,442</u>
<b>TOTAL RATE REVENUE</b>	<b>4,621,927</b>	<b>463,403</b>	<b>340,595</b>	<b>4,058,099</b>
<b>OTHER INCOME</b>				
Penalties & Fees	15,000	5,325	1,250	49,681
BSUSD Well Agreement	31,064	9,040	-	42,784
1% Property Assessments	63,000	21,611	5,397	67,900
Interest Income (LAIF)	15,000	1,629	1,250	4,141
Gain on Asset Sold		1,000		8,500
Groundwater Management Income (see GWM Detail)	116,333	640	-	8,317
<b>TOTAL OTHER INCOME</b>	<b>240,397</b>	<b>39,245</b>	<b>7,897</b>	<b>181,323</b>
<b><u>GROSS INCOME</u></b>	<b><u>4,862,324</u></b>	<b><u>502,648</u></b>	<b><u>348,492</u></b>	<b><u>4,239,423</u></b>



**Borrego Water District  
Operating Budget Analysis  
04/01 to 04/30/2022**

	<i>Budgeted FY2022</i>	<i>Actual April FY2022</i>	<i>Projected April FY2022</i>	<i>Year to Date FY2022</i>
<b><u>EXPENSES</u></b>				
<b>OPERATING EXPENSES</b>				
<b>Operations &amp; Maintenance Expense</b>				
R&M Water	250,000	19,914	20,833	180,202
R&M WWTF	120,000	114	10,000	35,270
Telemetry	5,000	-	417	7,061
Trash Removal	6,000	478	500	5,421
Vehicle Expense	18,000	466	1,500	28,671
Fuel & Oil	35,000	3,458	2,917	34,051
Lab/Testing	30,000	1,406	2,500	27,047
Permit Fees	36,500	1,640	3,042	34,979
Pumping Electricity	325,000	35,625	21,215	344,069
<b>Total Operations &amp; Maintenance Expense</b>	<b>825,500</b>	<b>63,102</b>	<b>62,924</b>	<b>702,769</b>
<b>Professional Services</b>				
Accounting (Tax & Debt Filings)	4,300	-		1,005
Air Quality Study	21,077	-		7,194
<i>Contra - Air Quality Study (BVEF Contribution)</i>	<i>(10,888)</i>	-		<i>(21,766)</i>
Payroll Services	3,100	274	250	3,308
Audit Fees	19,500	-		20,480
IT & Cyber Security	35,000	1,358	2,900	37,544
Financial Consulting	80,000	-	6,666	15,121
Engineering (Dudek)	22,500	12,370	1,875	47,718
Legal Services - General	60,000	4,900	5,000	53,326
Prop 68 Grant Expenses		-		107,356
Advocacy	60,000	5,000	5,000	50,000
<b>Total Professional Services</b>	<b>294,589</b>	<b>23,901</b>	<b>21,691</b>	<b>321,286</b>
<b>Insurance Expense</b>				
ACWA/JPIA Program Insurance	66,000	-		71,031
ACWA/JPIA Workers Comp	18,000	4,067	4,500	12,340
<b>Total Insurance Expense</b>	<b>84,000</b>	<b>4,067</b>	<b>-</b>	<b>83,370</b>
<b>Debt Expense</b>				
Compass Bank Note 2018A/B - Principal	303,538	-		314,537
Compass Bank Note 2018A/B - Interest	85,000	33,865	40,000	73,644
2021 Bond Cap One - Principal	172,500	-		182,000
2021 Bond Cap One - Interest	184,850	-		171,763
<b>Total Debt Expense</b>	<b>745,887</b>	<b>33,865</b>	<b>40,000</b>	<b>741,944</b>
<b>Personnel Expense</b>				
Board Meeting Expense	23,000	1,485	1,920	20,576
Salaries & Wages	1,050,000	87,299	87,500	896,092
<i>Contra Account - Salaries &amp; Wages</i>	<i>(58,540)</i>	<i>(4,407)</i>	<i>(4,878)</i>	<i>(71,669)</i>
Contract Labor/Consulting	10,000	-	833	-
Payroll Taxes	28,000	2,016	2,333	24,541
Benefits - Medical	255,000	22,197	21,250	221,365
Benefits - CalPERS	210,000	8,180	12,273	151,683
Trainings & Conferences	18,000	1,334	1,500	6,221
Uniforms	7,000	516	583	6,296
Safety Compliance & Emergency Prep	5,000	-	417	2,777
<b>Total Personnel Expense</b>	<b>1,547,460</b>	<b>118,621</b>	<b>123,731</b>	<b>1,257,881</b>



Borrego Water District  
 Operating Budget Analysis  
 04/01 to 04/30/2022

	<i>Budgeted FY2022</i>	<i>Actual April FY2022</i>	<i>Projected April FY2022</i>	<i>Year to Date FY2022</i>
<b>OPERATING EXPENSES (Con't)</b>				
<b>Office Expense</b>				
Office Supplies	24,000	1,847	2,000	15,198
Office Equipment	50,000	2,580	4,167	32,511
Postage & Freight	15,000	284	1,250	11,141
Property Tax	3,000	-		2,618
Telephone Expense	20,000	1,867	1,667	18,531
Dues & Subscriptions (ACWA/AWWA)	23,000	222	1,917	16,745
Printing & Publication	5,000	140	417	1,716
Office/Shop utilities	6,500	141	542	5,734
<b>Total Office Expense</b>	<u>146,500</u>	<u>7,081</u>	<u>11,958</u>	<u>104,194</u>
<b>TOTAL OPERATING EXPENSES</b>	<b>3,643,936</b>	<b>250,636</b>	<b>355,229</b>	<b>3,211,444</b>
<b>GROUNDWATER MANAGEMENT EXPENSES (see GWM Detail)</b>				
Pumping Fees	123,578	-	61,789	24,888
GWM Expense	55,000	-	4,500	861
Legal Expense	250,000	-	20,000	9,344
Watermaster Expense	24,000	3,381	2,000	45,109
Database Hosting (Dudek)	15,175	-	1,265	-
Misc/Contingency	-	-		-
<b>TOTAL GROUNDWATER MGMT EXPENSES</b>	<u>467,753</u>	<u>3,381</u>	<u>89,554</u>	<u>80,202</u>
<b>TOTAL EXPENSES</b>	<u><b>4,111,689</b></u>	<u><b>254,017</b></u>	<u><b>444,783</b></u>	<u><b>3,291,645</b></u>
<b><u>NET INCOME</u></b>	<u><b>750,635</b></u>	<u><b>248,631</b></u>	<u><b>(96,291)</b></u>	<u><b>1,012,924</b></u>





Borrego Water District  
Cash CIP Budget Analysis  
04/01 to 04/30/2022

	Budgeted FY2022	Actual April FY2022	Year to Date FY2022
<b><u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u></b>			
<b>CASH FUNDED CIP</b>			
<b>Water Projects</b>			
Production Well ID5-15	-	240	549,653
Bending Elbow Pipeline	300,000	-	278,179
Double OO/Frying Pan Pipeline	200,000	-	8,791
BVR Pipeline - <i>To be reimbursed from SDGE</i>	-	36	153,325
<i>Contra - Reimbursement from SDGE</i>	-	-	(175,875)
Facilities Maintenance	65,000	-	13,700
Well 10 Filling Station - <i>To be reimbursed</i>	-	-	944
<i>Contra - Reimbursement from OWS</i>	-	-	(1,883)
Contingency - Management, Consulting, Labor	40,000	2,261	4,205
Emergency System Repairs	60,000	-	3,106
<b>Total Water Projects</b>	<b>665,000</b>	<b>2,537</b>	<b>745,226</b>
<b>Sewer Projects</b>			
BSRd. Gravity Main	-	31,406	102,567
Manhole Refurbishments	45,150	-	-
Oxygen Injection System	-	-	5,309
WWTP Monitoring Wells	-	81	1,872
Contingency - Management, Consulting, Labor	18,540	-	-
<b>Total Sewer Projects</b>	<b>63,690</b>	<b>31,487</b>	<b>107,722</b>
<b>Short Lived Asset Replacements</b>			
Main Server Replacement	28,000	-	7,474
Well ID4-11 Rehab	400,000	-	194,113
Well 12 Rehab	-	468	15,408
Well ID1-16	165,000	-	-
Well ID5-5 Electrical Rebuild	-	182	29,853
RAS Pumps	60,000	-	-
Trash Pump	15,000	-	-
Trailer Mounted Vacuum Unit	100,000	-	90,634
Track Skid Steer	125,000	-	-
Booster Station 3 Upgrades	-	2,612	12,150
<b>Total Short Lived Assets</b>	<b>893,000</b>	<b>3,262</b>	<b>349,633</b>
<b>CASH FUNDED CIP TOTAL</b>	<b>1,651,690</b>	<b>37,287</b>	<b>991,783</b>
<b><u>TOTAL INCOME AFTER CASH FUNDED CIP (see Cash Flow)</u></b>	<b><u>(901,055)</u></b>	<b><u>- 211,344</u></b>	<b><u>21,141</u></b>



Borrego Water District  
Grant/Bond Funded CIP Budget Analysis  
04/01 to 04/30/2022

	<i>Budgeted FY2022</i>	<i>Actual April FY2022</i>	<i>Year to Date FY2022</i>
<b>GRANT FUNDED CIP</b>			
<b>Water Projects- DWR Grant Net \$2M</b>			
Twin Tanks	800,000	253	8,045
Wilcox Diesel Motor	100,000	-	-
Indian Head Reservoir Replacement	450,000	-	-
Recoat Rams Hill Tank #2	554,040	-	-
<b>Total Water Projects - Water Reservoirs Grant</b>	<u>1,904,040</u>	<u>253</u>	<u>8,045</u>
<b>Sewer Projects - DWR Grant - \$788,912</b>			
WWTP Upgrade/Rehabilitation	788,912	1,767	442,910
<b>Total Sewer Projects</b>	<u>788,912</u>	<u>1,767</u>	<u>442,910</u>
<b>TOTAL GRANT FUNDED CIP</b>	<b>2,692,952</b>	<b>2,020</b>	<b>450,954</b>
<b>GRANT FUNDS RECEIVED TO DATE</b>			
DWR Water Grant	\$2M	-	-
DWR Sewer Grant	788,912	-	73,926
<b>TOTAL GRANT FUNDS RECEIVED TO DATE</b>	<u>2,788,912</u>	<u>-</u>	<u>73,926</u>



Borrego Water District  
Groundwater Management Budget Analysis  
04/01 to 04/30/2022

	<i>Budgeted FY2022</i>	<i>Actual April FY2022</i>	<i>Projected April FY2022</i>	<i>Year to Date FY2022</i>
<b>GROUNDWATER MANAGEMENT INCOME</b>				
Reimbursements due thru Stipulation	113,333	-	-	5,317
Meter Reading Services Income	3,000	640	-	3,000
<b>TOTAL GROUNDWATER MANAGEMENT INCOME</b>	<u>116,333</u>	<u>640</u>	<u>-</u>	<u>8,317</u>
<b>GROUNDWATER MANAGEMENT EXPENSES</b>				
Pumping Fees	123,578	-	-	24,888
GWM Expense	55,000	-	4,583	861
Legal Expense	250,000	-	20,833	9,344
Watermaster Expense	24,000	3,381	2,000	45,109
Database Hosting (Dudek)	15,175	-	1,265	-
<b>TOTAL GROUNDWATER MGMT EXPENSES</b>	<u>467,753</u>	<u>3,381</u>	<u>28,681</u>	<u>80,202</u>
<b>NET GROUNDWATER MANAGEMENT EXPENSES PAID</b>	<b>351,420</b>	<b>(2,740)</b>	<b>(28,681)</b>	<b>(71,884)</b>



**Borrego Water District  
Cash Flow Analysis  
04/01 to 04/30/2022**

	<u>Actual April FY2022</u>	
<b>Cash and Reserves at Beginning of Period</b>		<b>\$ 6,811,274</b>
<b>Cash Flows from Operating Activities</b>		
<i>Income Provided by Operating Activities</i>	221,806	
<i>Increase in Accounts Receivable</i>	(48,716)	
<i>Increase in Accounts Payable</i>	(148,232)	
<i>Increase in Inventory</i>	(13,264)	
<b>Net Cash Provided by Operating Activities</b>	<b>\$ 11,595</b>	
<b>Cash Flows from Groundwater Management Activities</b>		
Net Cash Paid for Groundwater Management Activities	\$ (2,740)	
<b>Cash Flows from Non-Operating Activities</b>		
Other Income Received	29,565	
<b>Net Cash Provided by Other Income</b>	<b>\$ 29,565</b>	
<b>Cash Flows from Capital Improvement Activities</b>		
<i>All CIP Activities (Cash + Grant + Bond)</i>	(39,307)	
<i>Grant Monies Received</i>	-	
<i>Decrease in Bond Account AP</i>	(2,321)	
<b>Net Cash Paid for Capital Improvements</b>	<b>\$ (41,628)</b>	
<b>Net Change in Cash</b>	<b>\$ 1,434</b>	
<b>Cash and Reserves at End of Period</b>		<b>\$ 6,812,708</b>
Restricted Reserves at End of Period	\$ 745,887	
Unrestricted Reserves at End of Period	\$ 6,066,820	
Water Reserves Portion	\$4,835,367	
Sewer Reserves Portion	\$662,893	
Non-218 Reserves Portion	\$568,560	
<b>Fiscal Year Reserves Target</b>		<b>\$ 7,401,787</b>
<b>Fiscal Year Reserves Surplus/Shortfall</b>		<b>\$ (589,079)</b>
<b>2021 Bond Funds Balance at Beginning of Period</b>		<b>\$ 1,586,816</b>
<b>Net Change in Bond Funds</b>	<b>\$ (2,321)</b>	
<b>2021 Bond Funds Balance at End of Period</b>		<b>\$ 1,584,495</b>



## ASSETS

	<b>BALANCE SHEET</b> <b>April 30, 2022</b> <small>(unaudited)</small>	<b>BALANCE SHEET</b> <b>March 31, 2022</b> <small>(unaudited)</small>	<b>MONTHLY</b> <b>CHANGE</b> <small>(unaudited)</small>
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$ 9,113,898.11	\$ 8,952,540.45	\$ 161,357.66
Accounts receivable from water sales and sewer charges	\$ 692,495.80	\$ 659,434.43	\$ 33,061.37
Inventory	\$ 163,441.23	\$ 150,177.38	\$ 13,263.85
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 10,133,276.37</b>	<b>\$ 9,912,329.64</b>	<b>\$ 220,946.73</b>
<b>RESTRICTED ASSETS</b>			
Debt Service:			
Unamortized bond issue costs	\$ 125,185.22	\$ 125,185.22	\$ -
Viking Ranch Refinance issue costs	\$ (59,801.23)	\$ (59,801.23)	\$ -
Deferred Outflow of Resources-CalPERS	\$ 256,166.00	\$ 256,166.00	\$ -
Total Debt service	\$ 321,549.99	\$ 321,549.99	\$ -
Trust/Bond funds:			
Investments with fiscal agent -CFD 2017-1	\$ 678,425.53	\$ 678,425.53	\$ -
Total Trust/Bond funds	\$ 678,425.53	\$ 678,425.53	\$ -
<b>TOTAL RESTRICTED ASSETS</b>	<b>\$ 999,975.52</b>	<b>\$ 999,975.52</b>	
<b>UTILITY PLANT IN SERVICE</b>			
Land	\$ 2,316,233.53	\$ 2,316,233.53	\$ -
Flood Control Facilities	\$ 4,287,340.00	\$ 4,287,340.00	\$ -
Capital Improvement Projects	\$ 2,713,312.51	\$ 2,675,164.12	\$ 38,148.39
Bond funded CIP Expenses	\$ 2,256,700.69	\$ 2,255,542.46	\$ 1,158.23
Sewer Facilities	\$ 6,226,548.11	\$ 6,226,548.11	\$ -
Water facilities	\$ 15,309,185.96	\$ 15,309,185.96	\$ -
General facilities	\$ 1,006,881.07	\$ 1,006,881.07	\$ -
Equipment and furniture	\$ 612,099.10	\$ 612,099.10	\$ -
Vehicles	\$ 687,296.74	\$ 687,296.74	\$ -
Accumulated depreciation	\$ (13,904,350.07)	\$ (13,904,350.07)	\$ -
<b>NET UTILITY PLANT IN SERVICE</b>	<b>\$ 21,511,247.64</b>	<b>\$ 21,471,941.02</b>	<b>\$ 39,306.62</b>
<b>OTHER ASSETS</b>			
Water rights -ID4	\$ 185,000.00	\$ 185,000.00	\$ -
<b>TOTAL OTHER ASSETS</b>	<b>\$ 185,000.00</b>	<b>\$ 185,000.00</b>	
<b>TOTAL ASSETS</b>	<b>\$ 32,829,499.53</b>	<b>\$ 32,569,246.18</b>	<b>\$ 260,253.35</b>



	<b>BALANCE SHEET</b> <b>April 30, 2022</b> (unaudited)	<b>BALANCE SHEET</b> <b>March 31, 2022</b> (unaudited)	<b>MONTHLY</b> <b>CHANGE</b> (unaudited)
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>			
Accounts Payable	\$ 59,820.24	\$ 46,540.12	\$ 13,280.12
Accrued expenses	\$ 219,903.11	\$ 219,903.11	\$ -
Deposits	\$ 335,679.75	\$ 337,152.33	\$ (1,472.58)
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM CURRENT ASSETS</b>	<b>\$ 615,403.10</b>	<b>\$ 603,595.56</b>	<b>\$ 11,807.54</b>
<b>CURRENT LIABILITIES PAYABLE FOM RESTRICTED ASSETS</b>			
Debt Service:			
Accounts Payable to CFD 2017-1	\$ 678,425.53	\$ 678,425.53	\$ -
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS</b>	<b>\$ 678,425.53</b>	<b>\$ 678,425.53</b>	<b>\$ -</b>
<b>LONG TERM LIABILITIES</b>			
2018A & 2018B Refinance ID4/Viking Ranch	\$ 1,928,800.28	\$ 1,928,800.28	\$ -
2021 Installment Purchase Agreement	\$ 7,508,930.00	\$ 7,508,930.00	\$ -
Net Pension Liability-CalPERS	\$ 935,284.00	\$ 935,284.00	\$ -
Deferred Inflow of Resources-CalPERS	\$ 18,973.00	\$ 18,973.00	\$ -
<b>TOTAL LONG TERM LIABILITIES</b>	<b>\$ 10,391,987.28</b>	<b>\$ 10,391,987.28</b>	<b>\$ -</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 11,685,815.91</b>	<b>\$ 11,674,008.37</b>	<b>\$ 11,807.54</b>
<b>FUND EQUITY</b>			
Contributed equity	\$ 9,611,814.35	\$ 9,611,814.35	\$ -
Retained Earnings:	\$ 11,531,869.27	\$ 11,283,423.46	\$ 248,445.81
<b>TOTAL FUND EQUITY</b>	<b>\$ 21,143,683.62</b>	<b>\$ 20,895,237.81</b>	<b>\$ 248,445.81</b>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<b>\$ 32,829,499.53</b>	<b>\$ 32,569,246.18</b>	<b>\$ 260,253.35</b>

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Consideration of the Disbursements and Claims Paid  
 Month Ending April 30, 2022




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**Vendor disbursements paid during this period:** \$ 302,489.70

**Significant items:**

ACWA-JPIA	Workers' Comp 2022 Q1	\$ 4,066.80
Automated Water Treatment	Calcium Hypochlorite Tablets	\$ 13,355.70
Babcock	Lab Services	\$ 5,342.76
CalPERS	Employee Retirement Benefits	\$ 8,180.48
Employee Health Benefits	Medical JPIA & AFLAC	\$ 22,197.48
SC Fuels	Fuel For District Vehicles	\$ 2,590.41
SDGE	Payment on March Usage	\$ 35,591.11
SDGE	LCDZ Gravity Main - Line Relocation	\$ 30,551.00

**Capital Projects/Fixed Asset Outlays:**

McCalls Meters	New Meter for 900 Tank	\$ 4,723.77
Pacific Pipeline Supply, Inc.	Inventory	\$ 3,704.48
Pacific Pipeline Supply, Inc.	Booster 3 Upgrade	\$ 2,320.75
Ramona Disposal	Rams Hill Reservoir Cleanun	\$ 1,924.79

**Payroll for this Period:**

Gross Payroll	\$ 87,298.70
Employer Payroll Taxes and ADP Fee	\$ 2,289.52
<b>Total</b>	<u>\$ 89,588.22</u>

# Accounts Payable

## Checks by Date - Summary by Check Date

User: jessica  
 Printed: 5/19/2022 3:00 PM



Check No	Vendor Name	Check Amount
35155	BORREGO WATER DISTRICT	1,000,000.00
35156	AMERICAN LINEN INC.	745.28
35157	AT&T-CALNET 3	544.54
35158	BEST BEST & KRIEGER ATTORNEYS AT I	13,068.50
35159	BORREGO SUN	70.00
35160	JAMES HORMUTH DE ANZA TRUE VALU.	140.28
35161	HIGHWAY SAFTEY	436.85
35162	HOME DEPOT CREDIT SERVICES	25.81
35163	LABOR COMPLIANCE CONSULTANTS OF	1,600.00
35164	METRO BUILDERS & ENGINEERS GROUP	25,747.00
35165	NORTH COUNTY LAWNMOWER	207.08
35166	PACIFIC PIPELINE SUPPLY INC	12,953.84
35167	PUMP CHECK	2,610.00
35168	QUADIEN FINANCE USA, INC.	2,000.00
35169	QUADIEN INC	518.10
35170	RAMONA DISPOSAL SERVICE	1,924.79
35171	RUBEN SOTELO	100.00
35172	T.S. INDUSTRIAL SUPPLY	263.06
35173	TRAVIS PARKER	1,581.20
35174	UNDERGROUND SERVICE ALERT	39.70
35175	XL COMPANY	251.71
35176	ZITO MEDIA	275.75
1002	PACIFIC PIPELINE SUPPLY INC	2,320.75
1003	BORREGO WATER DISTRICT	1,584,495.02
35177	AT&T MOBILITY	1,064.73
35178	BABCOCK LABORATORIES	5,342.76
35179	BORREGO AUTO PARTS & SUPPLY CO	121.71
35180	DISH	71.77
35181	McCALLS METERS,INC	4,723.77
35182	STAPLES CREDIT PLAN	380.10
35183	U.S.BANK CORPORATE PAYMENT SYS	3,457.55
35184	VERIZON WIRELESS	275.41
35185	XEROX FINANCIAL SERVICES	365.28
35186	AUTOMATED WATER TREATMENT	13,355.70
35187	DEBBIE MORETTI	140.00
35188	OCEANUS BOTTLED WATER, INC	12.50
35189	PACIFIC PIPELINE SUPPLY INC	3,704.48
35190	SC FUELS	1,504.68
35191	STATE WATER RESOURCE CONTROL BO	415.00
35192	ABILITY ANSWERING/PAGING SER	230.00
35193	MEDICAL ACWA-JPIA	24,653.32
35194	BORREGO WATER DISTRICT	2,500,000.00
35195	LUPE'S GARDENING MAINTENANCE INC.	585.00
35196	BORREGO SUN	70.00
35197	JOHNSON CONTROLS SECURITY SOLUTI	341.32
35198	SAN DIEGO GAS & ELECTRIC	30,551.00
35199	T.S. INDUSTRIAL SUPPLY	114.15
35200	ACWA / JPIA Finance Dept.	4,066.80
35201	AFLAC	1,283.60
35202	AT&T-CALNET 3	541.34
35203	COUNTY OF SAN DIEGO DEPT OF PUBLIC	744.00
35204	EMPIRE SOUTHWEST, LLC	75.99
35205	GEO PACIFIC SERVICES	1,023.82
35206	McCALLS METERS,INC	530.00
35207	OCEANUS BOTTLED WATER, INC	12.50
35208	POOL & ELECTRICAL PRODUCTS	473.19
35209	SAN DIEGO GAS & ELECTRIC	35,591.11
35210	SC FUELS	1,085.73
35211	STATE WATER RESOURCE CONTROL BO	65.00
35212	WESTERN PUMP, INC	323.25

Report Total (60 checks): **5,289,215.82**



To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Consideration of Watermaster related Income and Expenses for FY22  
 Month Ending April 30, 2022



Net Payments during this Period \$ 3,079.81

Date	Name	Description	Income	Expense	Year To Date
7/31/2021	BBK	Correspondance Re: Stipulation		\$ 153.50	\$ (153.50)
7/31/2021	Borrego Springs Watermaster	July Meter Reading Services	\$ 326.46		\$ 172.96
8/31/2021	BBK	Stipulation Items		\$ 4,671.20	\$ (4,498.24)
8/31/2021	ACWA	RFP-Interim Legal (from 2020)		\$ 475.00	\$ (4,973.24)
9/30/2021	BBK	Stipulation Items		\$ 3,610.35	\$ (8,583.59)
9/30/2021	Borrego Springs Watermaster	WY21 Meter Read Billing		\$ 2,002.70	\$ (10,586.29)
9/30/2021	Borrego Springs Watermaster	Sept Meter Reading Services	\$ 326.46		\$ (10,259.83)
10/20/2021	Borrego Springs Watermaster	WY22 Meter Read Billing		\$ 2,002.70	\$ (12,262.53)
10/25/2021	Mc Calls Meters	Meters for Wells (reimbursible)		\$ 2,250.00	\$ (14,512.53)
10/31/2021	BBK	Stipulation and WM Accounting		\$ 1,006.11	\$ (15,518.64)
11/30/2021	BBK	Stipulation Items		\$ 1,736.35	\$ (17,254.99)
12/31/2021	Dudek	TAC		\$ 8,461.25	\$ (25,716.24)
12/31/2021	BBK	Stipulation and Grant Items		\$ 1,605.13	\$ (27,321.37)
1/18/2022	Borrego Springs Watermaster	Reassignment of Stipulation Cost	\$ 1,186.00		\$ (26,135.37)
1/31/2022	BBK	Stipulation and TAC		\$ 2,287.60	\$ (28,422.97)
2/28/2022	BBK	Stipulation and TAC		\$ 1,257.50	\$ (29,680.47)
3/23/2022	Dudek	TAC		\$ 17,372.50	\$ (47,052.97)
3/31/2022	BBK	Stipulation and TAC		\$ 1,220.70	\$ (48,273.67)
3/31/2022	Kendalls	EWG Lunch (West Yost to reimburse)		\$ 300.71	\$ (48,574.38)
3/31/2022	Borrego Springs Watermaster	Mar Meter Reading Billing	\$ 841.04		\$ (47,733.34)
4/1/2022	West Yost	EWG Lunch Reimbursement	\$ 300.71		\$ (47,432.63)
4/15/2022	Alan Asche	WM Samples to Lab		\$ 982.32	\$ (48,414.95)
4/15/2022	Manuel Marin	Water Level Measurements		\$ 252.40	\$ (48,667.35)
4/30/2022	Dudek	TAC		\$ 1,645.00	\$ (50,312.35)
4/30/2022	BBK	Stipulation and TAC		\$ 500.80	\$ (50,813.15)

To: BWD Board of Directors  
 From: Jessica Clabaugh  
 Subject: Tracking of Water Sold for Ocotillo Wells Solar Project  
 Thru 05/16/2022



		<b>Contracted Amount</b>	<b>40 Acre Feet</b>
<b>DATE</b>	<b>READ FT CU</b>	<b>UNITS USED</b>	<b>AF USED</b>
12/21/2022	0	0	0
1/18/2022	46620	466.2	1.07
2/17/2022	82260	356.4	0.82
3/18/2022	168800	865.4	1.99
4/19/2022	400340	2315.4	5.32
4/20/2022	426750	264.1	0.61
4/21/2022	431100	43.5	0.10
4/22/2022	443510	124.1	0.28
4/23/2022	443510	0	0.00
4/24/2022	443510	0	0.00
4/25/2022	443510	0	0.00
4/26/2022	456380	128.7	0.30
4/27/2022	469060	126.8	0.29
4/28/2022	481230	121.7	0.28
4/29/2022	493590	123.6	0.28
5/3/2022	508980	153.9	0.35
5/4/2022	525140	161.6	0.37
5/5/2022	538950	138.1	0.32
5/6/2022	549080	101.3	0.23
5/9/2022	567120	180.4	0.41
5/10/2022	588080	209.6	0.48
5/11/2022	603340	152.6	0.35
5/16/2022	618160	148.2	0.34
		<b>UNITS</b>	<b>ACRE FEET</b>
	<b>TOTAL USED TO DATE</b>	6,181.6	14.19
	<b>AMOUNT REMAINING</b>	11,243.6	25.81

IV.

Water and Waste Water Operations

Report: April 2022





## BORREGO WATER DISTRICT

RAMS HILL WASTEWATER TREATMENT FACILITY

4861 Borrego Springs Rd, BORREGO SPRINGS, CA 92004  
(760) 767-5806 FAX (760) 767-5994

05/10/2022

CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD – REGION 7  
73-720 FRED WARING DR. SUITE 100  
PALM DESERT, CA. 92260

Attn: Adriana Godinez/WRCE

RE: APRIL 2022 Borrego Springs WWTP

Dear Adriana,

Please find attached the APRIL 2022 monthly monitoring reports and Lab results for Borrego springs district WWTP.

We are pleased to inform you that there's no known violations for this month.

If you have any questions please contact ROGELIO MARTINEZ/WT-III. (760)419-2764.

Respectfully,

A handwritten signature in blue ink that reads "Rogelio Martinez".

Rogelio Martinez/ water plant operator III

CC: Geoff Poole/GM

# **MONTHLY REPORT: R.H.W.T.F**

**MONTH: APRIL**

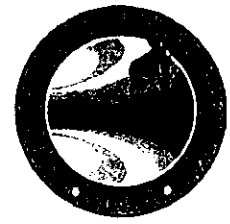
**YEAR: 2022**

BORREGO WATER DISTRICT,  
RAMS HILL WASTEWATER TREATMENT FACILITY,  
4861 BORREGO SPRINGS ROAD,  
BORREGO SPRINGS, CA 92004  
760-767-5806; phone  
760-767-5994; fax

COMMENTS: THERE ARE NO SPILLS TO REPORT FOR APRIL 2022; THE FLOW REPORT IS ATTACHED.

Submitted by: ROGELIO MARTINEZ/BWD TO: GEOFF POOLE/BWD;

05/10/2022



# **BORREGO WATER DISTRICT**

**APRIL 2022**

## **WASTEWATER OPERATIONS REPORT**

There's no know problems with wastewater system at the moment:

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

**Average flow:** 70567 (gallons per day)

**Peak flow:** 85000 gpd SATURDAY, APRIL 02- 2022

APR 2022	INFLUENT DAILY FLOW GAL.	TOTAL FLOW GAL.
1	79000 GAL	73324000 GAL
2	85000 GAL	73410000 GAL
3	84000 GAL	73494000 GAL
4	78000 GAL	73572000 GAL
5	65000 GAL	73637000 GAL
6	65000 GAL	73702000 GAL
7	66000 GAL	73768000 GAL
8	76000 GAL	73844000 GAL
9	73000 GAL	73917000 GAL
10	75000 GAL	73992000 GAL
11	77000 GAL	74069000 GAL
12	65000 GAL	74134000 GAL
13	65000 GAL	74200000 GAL
14	64000 GAL	74264000 GAL
15	69000 GAL	74333000 GAL
16	83000 GAL	74416000 GAL
17	76000 GAL	74493000 GAL
18	69000 GAL	74562000 GAL
19	58000 GAL	74620000 GAL
20	61000 GAL	74681000 GAL
21	67000 GAL	74748000 GAL
22	71000 GAL	74819000 GAL
23	77000 GAL	74896000 GAL
24	77000 GAL	74973000 GAL
25	75000 GAL	75048000 GAL
26	62000 GAL	75110000 GAL
27	64000 GAL	75174000 GAL
28	56000 GAL	75231000 GAL
29	62000 GAL	75293000 GAL
30	73000 GAL	75366000 GAL

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: 7A 37 0125 001  
ORDEF NO.: R7-2019-0015

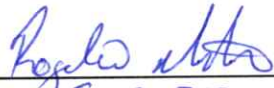
**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF  
MONTH: APRIL  
YEAR: 2022**

REPORTING FREQUENCIES: MONTHLY

APRIL

TYPE OF SAMPLE:	INFLUENT			PONDS		
	Flow	BOD	TSS	DO	pH	Freeboard
CONSTITUENTS:	Flow	BOD	TSS	DO	pH	Freeboard
FREQUENCY:	Daily	Monthly	Monthly	Twice Monthly	Twice Monthly	Twice Monthly
DESCRIPTION:	Measurement	Grab	Grab	Grab	Grab	Measurement
UNITS:	gpd	mg/L	mg/L	mg/L	s.u.	ft
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE	APRIL					
1	79000					
2	85000					
3	84000					
4	78000					
5	65000	120	40	7.14	7.95	3.5
6	65000					
7	66000					
8	76000					
9	73000					
10	75000					
11	77000					
12	65000					
13	65000					
14	64000					
15	69000					
16	83000					
17	76000					
18	69000					
19	58000			6.93	7.86	3.5
20	61000					
21	67000					
22	71000					
23	77000					
24	77000					
25	75000					
26	62000					
27	64000					
28	56000					
29	62000					
30	73000					
31						
<b>30-DAY MEAN</b>	<b>70567</b>	<b>120</b>	<b>40</b>	<b>7.04</b>	<b>7.91</b>	<b>3.5</b>
<b>MAXIMUM</b>	<b>85000</b>	<b>120</b>	<b>40</b>	<b>7.14</b>	<b>7.95</b>	<b>3.5</b>
<b>MINIMUM</b>	<b>56000</b>	<b>120</b>	<b>40</b>	<b>6.93</b>	<b>7.86</b>	<b>3.5</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:   
Date: 05-10-22



**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: **7A 37 0125 001**  
ORDER NO.: **R7- 2019-0015**

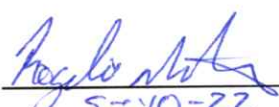
**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF  
MONTH: April  
YEAR: 2022**

REPORTING FREQUENCY **MONTHLY**

APRIL

TYPE OF SAMPLE:	EFFLUENT					
CONSTITUENTS:	BOD	TSS	SS	T. Nitrogen	TDS	pH
FREQUENCY:	Twice Monthly	Twice Monthly	Twice Monthly	Twice Monthly	Twice Monthly	Twice Monthly
DESCRIPTION:	Grab	Grab	Grab	Grab	Grab	Grab
UNITS:	mg/L	mg/L	ml/L	mg/L	ml/L	mg/L
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE						
1						
2						
3						
4						
5	17	8	0.0	7.6	520	7.86
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	0.0	4.0	0.0	6.6	540	7.67
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
<b>30-DAY MEAN</b>	<b>8.5</b>	<b>6.0</b>	<b>0.0</b>	<b>7.1</b>	<b>530</b>	<b>7.77</b>
<b>MAXIMUM</b>	<b>17.0</b>	<b>8.0</b>	<b>0.0</b>	<b>7.6</b>	<b>540</b>	<b>7.86</b>
<b>MINIMUM</b>	<b>0.0</b>	<b>4.0</b>	<b>0.0</b>	<b>6.6</b>	<b>520</b>	<b>7.67</b>

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:   
Date: 5-10-22

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

WDID NO.: 7A 37 0125 001  
ORDEFNO: R 7-2019-0015

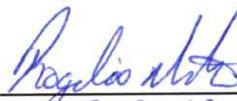
**MONITORING AND REPORTING  
BORREGO WATER DISTRICT - RAMS HILL WWTF**

Month APRIL  
YEAR 2022

REPORTING FREQUENCY: **Monthly**

TYPE OF SAMPLE:	Domestic Water Supply Well #11			Domestic Water Supply Well #12		
	TDS	PH		TDS	pH	
CONSTITUENTS:	Monthly	Monthly		Monthly	Monthly	
FREQUENCY:	Grab	Grab		Grab	Grab	
DESCRIPTION:	mg/l	mg/L				
UNITS:						
REQUIREMENTS						
30-DAY MEAN:						
MAXIMUM:						
MINIMUM:						
DATE OF SAMPLE						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19	320	8.0		280	8.2	
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
<b>30-DAY MEAN</b>	<b>320</b>	<b>8.0</b>		<b>280</b>	<b>8.2</b>	
<b>MAXIMUM</b>	<b>320</b>	<b>8.0</b>		<b>280</b>	<b>8.2</b>	
<b>MINIMUM</b>	<b>320</b>	<b>8.0</b>		<b>280</b>	<b>8.2</b>	

I declare under the penalty of law that I personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:   
Date: 5-10-22

IV.

Water Rotation Schedule Records

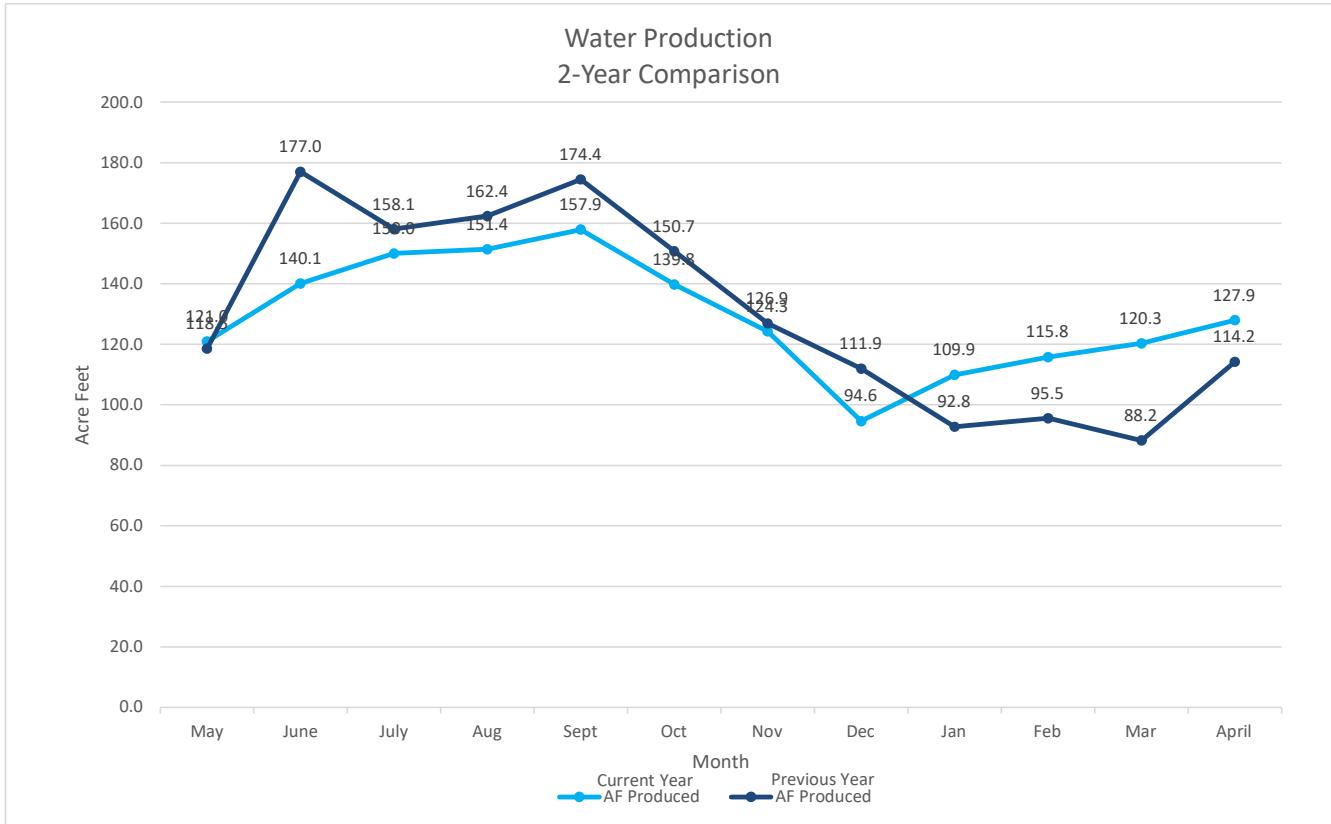
Report: April 2022





# BORREGO WATER DISTRICT

## WATER PRODUCTION SUMMARY APRIL 2021



### Past 12 months Production vs. Sales

	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
AF Used	111.4	127.4	129.1	133.8	138.0	139.0	110.1	85.3	154.3	136.1	125.3	123.8
AF Produced	121.0	140.1	150.0	151.4	157.9	139.8	124.3	94.6	109.9	115.8	120.3	127.9
% Non Rev.	8.0%	9.1%	13.9%	11.6%	12.6%	0.6%	11.4%	9.9%	-40.4%	-17.5%	-4.2%	3.2%

### Previous 12 Months Production vs. Sales

	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21
AF Used	110.4	162.5	139.2	145.6	160.4	136.0	119.3	103.2	85.5	83.3	78.1	99.9
AF Produced	118.5	177.0	158.1	162.4	174.4	150.7	126.9	111.9	92.8	95.5	88.2	114.2
% Non Rev.	6.8%	8.2%	12.0%	10.3%	8.1%	9.8%	6.0%	7.8%	7.9%	12.8%	11.5%	12.5%

### Non Revenue Water Summary

Apr-22	3.2%
Avg. Past 12 Mos.	1.5%
Avg. Past 24 Mos.	5.5%