



**FALLBROOK PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING**

AGENDA

**MONDAY, OCTOBER 23, 2023
4:00 P.M.**

**FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125**

THIS MEETING WILL BE HELD AT THE ABOVE DATE, TIME, AND LOCATION AND MEMBERS OF THE PUBLIC MAY ATTEND IN PERSON AT THE DISTRICT OFFICE LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028. FOR THE CONVENIENCE OF MEMBERS OF THE PUBLIC WHO DO NOT WISH TO ATTEND IN PERSON, FALLBROOK PUBLIC UTILITY DISTRICT PROVIDES A MEANS TO OBSERVE AND PROVIDE PUBLIC COMMENTS AT THE MEETING VIA WEB CONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION. PLEASE NOTE THAT IN THE EVENT OF TECHNICAL ISSUES THAT DISRUPT THE ABILITY OF MEMBERS OF THE PUBLIC TO VIEW THE MEETING OR PROVIDE PUBLIC COMMENTS THROUGH THE WEB CONFERENCE OPTION, THE MEETING WILL CONTINUE.

Join Zoom Meeting

<https://us06web.zoom.us/j/82003172211?pwd=UU10YWltMkVwWGVAUFNkQnA2bHA4Zz09>

MEETING ID: 820 0317 2211

AUDIO PASSCODE: 363170

Dial by your location

+1 346 248 7799 US (Houston); +1 720 707 2699 US (Denver); +1 253 215 8782 US (Tacoma);

Find your local number: <https://us06web.zoom.us/j/82003172211?pwd=UU10YWltMkVwWGVAUFNkQnA2bHA4Zz09>

PUBLIC COMMENTS: Members of the public may submit public comments and comments on agenda items in one of the following ways:

SUBMIT COMMENTS BEFORE THE MEETING:

- By emailing to our Board Secretary at leckert@fpud.com
- By mailing to the District Offices at 990 E. Mission Rd., Fallbrook, CA 92028
- By depositing them in the District's Payment Drop Box located at 990 E. Mission Rd., Fallbrook, CA 92028

All comments submitted before the meeting by whatever means must be received at least 1 hour in advance of the meeting. All comments will be read to the Board during the appropriate portion of the meeting. Please keep any written comments to 3 minutes.

REMOTELY MAKE COMMENTS DURING THE MEETING: The Board President will inquire prior to Board discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to the "Participants List," hover over your name and click on "raise hand." This will notify the moderator that you wish to speak during oral communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

MAKE IN-PERSON COMMENTS DURING THE MEETING: The Board President will inquire prior to Board discussion if there are any comments from the public on each item, at which time members of the public attending in person may make comments.

THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

If you have a disability and need an accommodation to participate in the meeting, please call the Secretary at (760) 999-2704 for assistance so the necessary arrangements can be made.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL / ESTABLISH A QUORUM

PLEDGE OF ALLEGIANCE

ADDITIONS TO AGENDA PER GC § 54954.2(b)

APPROVAL OF AGENDA

PUBLIC COMMENT

Members of the public are invited to address the Board of Directors on any item that is within the subject matter jurisdiction of the legislative body. The Board President may limit comments to three (3) minutes.

A. NEW EMPLOYEE ANNOUNCEMENT

1. John Marchetta, HR Manager
2. Jose Lucca, Utility Worker I

II. CONSENT CALENDAR----- (ITEMS B–C)

All items appearing on the Consent Calendar may be disposed of by a single motion. Items shall be removed from the Consent Calendar if any member of the Board of Directors, or the public, requests removal prior to a vote on a motion to approve the items. Such items shall be considered separately for action by the Board.

B. CONSIDER APPROVAL OF MINUTES

1. September 25, 2023 Regular Meeting

Recommendation: The Board approve the minutes of the aforementioned meeting of the Board of Directors of the Fallbrook Public Utility District.

C. CONSIDER NOTICE OF COMPLETION FOR DAILY ROAD PIPELINE REPLACEMENT PROJECT

Recommendation: That the Board authorize staff to file the Notice of Completion with the San Diego County Recorder.

III. INFORMATION----- (ITEMS D–E)

D. CONSIDER RECYCLED SYSTEM MASTER PLAN UPDATE

Presented by: Aaron Cook, Engineering Manager

E. CALENDAR YEAR 2024 RATES AND CHARGES

Presented by: Dave Shank, Assistant General Manager/CFO

IV. ACTION / DISCUSSION CALENDAR -----(ITEMS F–K)

- F. CONSIDER UPDATE OF EMERGENCY DECLARATION FOR PIPELINE REPLACEMENTS

Recommendation: That the Board continue the emergency action to replace the failed pipelines.

- G. CONSIDER ONE-TIME PAVING SERVICES AT 26 SITES

Recommendation: That the Board approve a contract with Peter's Paving in the amount of \$82,800.00 for one-time paving services at 26 sites.

- H. CONSIDER COMMUNICATIONS SITE LICENSE AGREEMENT AND LEASE

Recommendation: That the Board authorize staff to execute the Communications Site License Agreement with Dish Wireless for the Rattlesnake Tank site.

- I. CONSIDER SANTA MARGARITA CONJUNCTIVE USE PROJECT IN KIND SERVICES

Recommendation: That the Board authorize the General Manager as the designee to approve in kind services for the SMRCUP when requested by Camp Pendleton.

- J. CONSIDER SYSTEMS TECHNICIAN POSITION

Recommendation: That the Board approve the new position and the updated salary table.

- K. CONSIDER APPROVING A RESOLUTION DECLARING THE INTENT TO REIMBURSE QUALIFIED EXPENSE FROM DEBT PROCEEDS.

Recommendation: That the Board adopt Resolution No. 5063 establishing the District's intent to reimburse itself to certain capital expenditures.

V. ORAL/WRITTEN REPORTS----- (ITEMS 1–8)

1. General Counsel
2. SDCWA Representative Report
3. General Manager
 - a. Engineering and Operations Report
 - b. Federal Funding Update
4. Assistant General Manager/Chief Financial Officer
 - a. Financial Summary Report
 - b. Treasurer's Report

- c. Budget Status Report
- d. Warrant List
- 5. Public Information Officer
- 6. Notice of Approval of Per Diem for Meetings Attended
- 7. Director Comments/Reports on Meetings Attended
- 8. Miscellaneous

ADJOURN TO CLOSED SESSION

VI. CLOSED SESSION------(ITEMS 1-2)

- 1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(4):

One (1) potential case

- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(1):

NAME OF CASE: *San Diego County Water Authority v. San Diego Local Agency Formation Commission, Fallbrook Public Utility District, et al. (37-2023-000036018-CU-TT-CTL)*

RECONVENE TO OPEN SESSION

REPORT FROM CLOSED SESSION

VII. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2(a).

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

October 18, 2023
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

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M E M O

TO: Board of Directors
FROM: Lauren Eckert, Executive Assistant/Board Secretary
DATE: October 23, 2023
SUBJECT: Approval of Minutes

Recommended Action

That the Board approve the minutes of the following meeting of the Board of Directors of the Fallbrook Public Utility District:

1. September 25, 2023 Regular Meeting



**FALLBROOK PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING**

MINUTES

**MONDAY, SEPTEMBER 25, 2023
4:00 P.M.**

**FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125**

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL / ESTABLISH A QUORUM

President Wolk called the September Regular Meeting of the Board of Directors of the Fallbrook Public Utility District to order at 4:00 p.m.

A quorum was established, and attendance was as follows:

Board of Directors

Present: Charley Wolk, President
Jennifer DeMeo, Member/Vice President
Dave Baxter, Member
Ken Endter, Member
Don McDougal, Member

Absent: None

General Counsel/District Staff

Present: Jack Bebee, General Manager
Paula de Sousa, General Counsel
Dave Shank, Assistant General Manager/CFO
Jodi Brown, Management Analyst
Aaron Cook, Engineering Manager
Mick Cothran, Engineering Technician
Steve Stone, Field Services Manager
Jesse Perez, Chief Plant Operator
Carl Quiram, Operations Manager
Lauren Eckert, Executive Assistant/Board Secretary

Also present were others, including, but not limited to: Mark Mervich, Jacqueline Howells, and Jackie Heyneman

PLEDGE OF ALLEGIANCE

President Wolk led the Pledge of Allegiance

ADDITIONS TO AGENDA PER GC § 54954.2(b)

APPROVAL OF AGENDA

MOTION: Director McDougal moved to approve the agenda, as presented; Director Endter seconded. Motion carried; VOTE:

AYES: Directors Baxter, DeMeo, Endter, McDougal, and Wolk

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENT

Members of the public are invited to address the Board of Directors on any item that is within the subject matter jurisdiction of the legislative body. The Board President may limit comments to three (3) minutes.

There were no public comments.

A. NEW EMPLOYEE ANNOUNCEMENT

1. Sierra Stephensen, Engineering Intern

The Board welcomed Sierra Stephensen as the new Engineering Intern.

II. **CONSENT CALENDAR-----**(ITEM B)

All items appearing on the Consent Calendar may be disposed of by a single motion. Items shall be removed from the Consent Calendar if any member of the Board of Directors, or the public, requests removal prior to a vote on a motion to approve the items. Such items shall be considered separately for action by the Board.

B. CONSIDER APPROVAL OF MINUTES

1. August 21, 2023 Regular Meeting
2. August 31, 2023 Special Meeting

Recommendation: *The Board approve the minutes of the aforementioned meetings of the Board of Directors of the Fallbrook Public Utility District.*

There were no public comments on Consent Calendar items.

MOTION: Director McDougal moved to approve the Consent Calendar, as presented; Director Endter seconded. Motion carried; VOTE:

AYES: Directors Baxter, DeMeo, Endter, McDougal, and Wolk

NOES: None

ABSTAIN: None
ABSENT: None

III. INFORMATION-----(ITEM C)****

C. WATER RECLAMATION PLANT OPERATIONS

Presented by: Jesse Perez, Chief Plant Operator

There were no public comments on agenda item C.

Chief Plant Operator Perez presented a slideshow on the Water Reclamation Plant Operations including the goals and objectives for the year, the flows and power data, and projects and changes.

Director Baxter asked about the months that showed lower solar energy projection. General Manager Bebee responded that we have had problems with solar system outages, and we have been figuring out how to get the O&M agreement in place to deal with these outages.

IV. ACTION / DISCUSSION CALENDAR-----(ITEMS D-F)****

D. CONSIDER UPDATE OF EMERGENCY DECLARATION FOR PIPELINE REPLACEMENTS

Recommendation: That the Board continue emergency action to replace the failed pipelines.

There were no public comments on agenda item D.

General Manager Bebee reported this is a continuation of the emergency declaration that appears on the agenda each month until the emergency action is complete.

MOTION: Director Endter moved to continue emergency action to replace the failed pipelines; Director DeMeo seconded. Motion carried; **VOTE:**

AYES: Directors Baxter, DeMeo, Endter, McDougal, and Wolk
NOES: None
ABSTAIN: None
ABSENT: None

E. CONSIDER RESOLUTION NO. 5062 IN RECOGNITION OF JACKIE HEYNEMAN AND THE FALLBROOK VILLAGE ASSOCIATION

Recommendation: That the Board adopt Resolution No. 5062 of recognition of Jackie Heyneman and the Fallbrook Village Association.

There were no public comments on agenda item E.

Engineering Technician Cothran presented a slideshow on the Heyneman Park Turf Removal Project. He also recognized Jackie Heyneman and the Fallbrook Village Association for their efforts to complete their this conversion from turf grass to low water use plants at Heyneman Park.

Jackie Heyneman stepped to the podium to recognize Engineering Technician Cothran for his assistance with this project as well.

MOTION: Director McDougal moved to adopt Resolution No. 5062 in recognition of Jackie Heyneman and the Fallbrook Village Association; Director DeMeo seconded. Motion carried; VOTE:

AYES: Directors Baxter, DeMeo, Endter, McDougal, and Wolk
NOES: None
ABSTAIN: None
ABSENT: None

F. CONSIDER APPROVAL FOR ROOF REPAIR/REPLACEMENT AT MAIN OFFICE BUILDING

Recommendation: That the Board approve a contract with Bishop, Inc., in the amount of \$393,898.00, for roof repair/replacement at the main office building.

There were no public comments on agenda item F.

General Manager Bebee provided an overview of the roof replacement and reported this went through the Engineering and Operations Committee. He noted there was a fair amount of water damage that needed to be addressed as well.

Director Baxter asked how long the schedule was. General Manager Bebee responded that it would take a couple of months. The hope was to do this over the winter. He also addressed that we would need to come up with a plan on how to work during the construction.

President Wolk asked how some of the roofing issues are known and asked if there was a crawl space. Field Services Manager Stone reported there was a crawl space, and they had gone up in the crawl space previously to assess a few of the issues. President Wolk anticipated future issues arising that would result in the total being more than the \$393,898.

MOTION: Director McDougal moved to approve a contract with Bishop, Inc., in the amount of \$393,898, for roof repair/replacement at the main office building; Director Endter seconded. Motion carried; VOTE:

AYES: Directors Baxter, DeMeo, Endter, McDougal, and Wolk
NOES: None

ABSTAIN: None
ABSENT: None

V. ORAL/WRITTEN REPORTS----- (ITEMS 1-8)

1. General Counsel
 - General Counsel de Sousa reported on an initiation of a change in the public records acts.
2. SDCWA Representative Report
 - General Manager Bebee provided an overview of the written report included in the packet.
3. General Manager
 - a. Engineering and Operations Report
 - b. Federal Funding Update
 - Jacqueline Howells provided an update on the federal funding efforts. She also provided an update on the CropSwap initiative.
 - President Wolk noted it's hard for a layman to understand the difference in the CropSwap of one avocado variety to another, which uses less water.
4. Assistant General Manager/Chief Financial Officer
 - a. Financial Summary Report
 - b. Treasurer's Report
 - c. Budget Status Report
 - d. Warrant List
 - AGM/CFO Shank provided an overview of the written report included in the packet.
5. Public Information Officer
6. Notice of Approval of Per Diem for Meetings Attended
7. Director Comments/Reports on Meetings Attended
 - Director Baxter reported on the 100th anniversary book signing event.
 - Director McDougal recognized Public Information Officer Denke for all of her hard work with the 100th anniversary. President Wolk recognized her contributions to the detachment efforts as well.
8. Miscellaneous

ADJOURN TO CLOSED SESSION

General Counsel de Sousa announced the Board would be going into Closed Session to discuss items VI.1 through 3. She announced members of the public participating via Zoom would only hear silence and see a black screen while the Board was in Closed Session. She also announced there would be a report heard on the Zoom line once the Board came out of Closed Session and reconvened to Open Session.

The Board adjourned to Closed Session at 5:00 p.m.

VI. CLOSED SESSION----- (ITEMS 1-3)

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(4):

One (1) potential case

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(1):

NAME OF CASE: *San Diego County Water Authority v. San Diego Local Agency Formation Commission, Fallbrook Public Utility District, et al. (37-2023-000036018-CU-TT-CTL)*

3. CONFERENCE TO PROVIDE DIRECTION TO REAL PROPERTY NEGOTIATORS PER GC § 54956.8

Property: *A 5,068 square foot portion of APN 1054921800*

Agency Negotiators: *Aaron Cook, Engineering Manager*

Negotiating Parties: *Barsky Family Trust, Daniel Barsky*

Under Negotiation: *Price and Terms*

RECONVENE TO OPEN SESSION

The Board came out of Closed Session and reconvened to Open Session at 5:45 p.m.

REPORT FROM CLOSED SESSION (*As Necessary*)

There was no reportable action taken in Closed Session.

VII. ADJOURNMENT OF MEETING

There being no further business to discuss, President Wolk adjourned the September regular meeting of the Board of Directors of the Fallbrook Public Utility District at 5:45 p.m.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

M E M O

TO: Board of Directors
FROM: Aaron Cook, Engineering Manager
DATE: October 23, 2023
SUBJECT: Notice of Completion – Daily Road Pipeline Replacement Project

Description

Notice of Completion for the Daily Road Pipeline Replacement Project, to be recorded with the San Diego County Recorder.

Purpose

The completion date for the Daly Road Pipeline Replacement Project was September 30, 2023. PK Mechanical completed the contract. The final total contract amount was \$198,309.38. The original contract award date was December 12, 2022.

Budgetary Impact

There is no budgetary impact to record the Notice of Completion. The project was completed within the Board authorized total capital budget.

Recommended Action

That the Board authorize staff to file the Notice of Completion with the San Diego County Recorder.

RECORDING REQUESTED BY:
Fallbrook Public Utility District

AND WHEN RECORDED MAIL TO:
Fallbrook Public Utility District
990 E. Mission Road
Fallbrook CA 92028

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is Fallbrook Public Utility District.
3. The full address of the undersigned is 990 E Mission Road, Fallbrook CA 92028.
4. The nature of the title of the undersigned is public utility district in fee.
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

<u>NAMES</u>	<u>ADDRESSES</u>
Fallbrook Public Utility District	990 E. Mission Rd, Fallbrook CA 92028

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE INSERT THE WORD "None")

<u>NAMES</u>	<u>ADDRESSES</u>
None	None

7. The work of improvement on the property hereinafter described was completed on **September 30, 2023**.
8. The name of the original contractor, if any, for the work of improvement was: **PK Mechanical**
The kind of work done or material furnished was for the **Daily Rd Pipeline Replacement**
9. The property on which the work of improvement was completed is in the unincorporated area of Fallbrook, county of San Diego, state of California, and is described as follows: **Ross Road & Daily Road**
10. The street address of the said property is: **Ross Road & Daily Road, Fallbrook CA 92028**

DATED: October 16, 2023

Aaron Cook, Engineering Manger
Fallbrook Public Utility District

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

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

Executed on October 16, 2023, at Fallbrook, California.

Signature

M E M O

TO: Board of Directors
FROM: Engineering & Operations Committee
DATE: October 23, 2023
SUBJECT: Recycled System Master Plan Update

Description

Update to the Recycled Water System Master Plan.

Purpose

The District maintains a facilities master plan to assist in the accomplishment of the District's goals and strategic plan. The facilities master plan includes the history of the District's services and infrastructure, as well as forward planning to maintain a high quality of service for each of the District's systems. The overall plan was last updated in 2020. Staff have recently revised the Recycled System portion of the plan in response to findings of the Lower Santa Margarita Water Supply Reliability study conducted over the last few years. The primary purpose of this study was to determine the feasibility of indirect potable reuse for the portion of the Water Reclamation Plant (WRP) effluent that is not currently sold as recycled irrigation water due to limited demands for recycled water within the area of the existing distribution system. One of the findings of this study was that the costs associated with treating and conveying the water to a potable level are too high to justify indirect potable reuse at the Fallbrook WRP at this time.

Instead, staff identified areas where the existing recycled distribution system can be expanded to serve additional customers. This analysis included in the master plan update identified approximately 670 acre-feet of additional demand that could be served by various pipeline extensions throughout the system. The plan will be a guideline for prioritizing extensions and obtaining grant funding to offset construction costs.

Budgetary Impact

There is no budgetary impact. Information item only.

Recommended Action

No recommendation. Information item only.

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M E M O

TO: Board of Directors
FROM: Aaron Cook, Engineering Manager
DATE: October 23, 2023
SUBJECT: Update of Emergency Declaration for Pipeline Replacements

Description

California Public Contract Code Section 22050 authorizes special contracting procedures in case of an emergency; the General Manager may take immediate action required by the emergency to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids. However, the GM must report to the Board of Directors with an update at each regularly scheduled meeting to determine that there is a need to continue the action. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. In the March 2023 meeting of the board, three prequalified contractors were approved for on-call emergency pipeline repair services.

Purpose

Multiple recent leaks have occurred on sections of existing water main on North Main Ave and Acacia Lane, resulting in repeated emergency shutdowns in these areas. To restore reliable service, staff have engaged Filanc Construction, one of the prequalified contractors for emergency repairs, per the on-call emergency pipeline repair services procedures. The targeted area consists of approximately 300 linear feet of 6-inch water main on North Main and 1,000 linear feet of 6-inch water main on Acacia Lane. Work on Acacia Lane is nearing completion. The North Main pipeline work began in October and is expected to be completed in early November.

Budgetary Impact

The estimated cost of these repairs is \$600,000. The costs will be covered by the approved capital budget pipeline replacement funds.

Recommended Action

The recommended action is for the Board to continue the emergency action to replace the failed pipelines.

M E M O

TO: Board of Directors
FROM: Engineering & Operations Committee
DATE: October 23, 2023
SUBJECT: Approval for One-Time Paving Services at 26 Sites

Description

When pipe is added or repaired, pavement is removed and replaced with a temporary cold-mix asphalt. Eventually, this temporary solution needs to be permanently paved to comply with San Diego County standards and to ensure the integrity of the road remains intact.

Purpose

Due to leak repairs and replacement of valves throughout the District's service area, permanent paving will be required at 26 sites.

District purchasing issued an RFP for this work to our pre-select list of nine paving contractors. Of those nine contractors, two submitted bids. Of those two bids, the lowest responsive and responsible bidder is Peter's Paving in the amount of \$82,800.00.

	Company Name	Bid Amount
1	Peter's Paving	\$82,800.00
2	Asphalt & Concrete Enterprises, Inc.	\$84,650.00

Budgetary Impact

The work will be completed within the Board authorized budget.

Recommended Action

The Board approve a contract with Peter's Paving in the amount of \$82,800.00.

M E M O

TO: Board of Directors
FROM: Aaron Cook, Engineering Manager
DATE: October 23, 2023
SUBJECT: Communications Site License Agreement and Lease

Description

Agreement with Dish Wireless to lease space at Rattlesnake Tank to install and operate communications equipment.

Purpose

The District leases space, typically on existing water tank sites, to cellular carriers as a way to generate revenue and offset District costs. There are currently six existing leases at four different sites. Dish Wireless has requested to enter an agreement to install antennas, radios, and supporting ground equipment on the tank and within a 150 square foot area near the tank. The lease amount starts at \$30,000 per year and increases annually by at least 3% or the local CPI, whichever is greater.

This site already has three other lease agreements with other carriers. Dish has drafted plans showing that their equipment can also be safely added to the site along side the others.

Budgetary Impact

The revenues generated, \$30,000 in the first year, will help offset District operating costs.

Recommended Action

That the Board authorize staff to execute the Communications Site License Agreement with Dish Wireless for the Rattlesnake Tank site.

**COMMUNICATIONS SITE LICENSE AGREEMENT
BETWEEN THE
FALLBROOK PUBLIC UTILITY DISTRICT AND
DISH WIRELESS**

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (“Agreement”) is entered into this ___ day of _____, 20___, by and between the **Fallbrook Public Utility District**, a California Public Utility District operating under the Public Utility District Act (Public Utilities Code Section 15501, et seq.) (“District”) and DISH Wireless L.L.C., a Colorado limited liability company, having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“Licensee”). Licensors and Licensee may be referred to collectively as the “Parties” and individually as a “Party” throughout this Agreement.

RECITALS

A. Licensors own real property located in San Diego County, California, upon which it operates water and sewer systems including the parcel(s) known as 2329 Aqua Hill Road, Fallbrook, CA 92028, identified as APN 123-110-12-00, and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Licensors’ Property”).

B. Licensee is a telecommunications provider which provides mobile/wireless communications service.

C. The Premises, as this term is defined below, are located so as to facilitate the beneficial use of mobile/wireless communications facilities, including radio transmitter and receiving antennas for Licensee.

D. Licensee seeks to obtain governmental permits, licenses and approvals enabling it to construct and operate mobile/wireless communications facilities where the Premises are located.

E. Licensors seek to facilitate such uses by Licensee in order to maximize the use of the Licensors’ Property, as this term is defined below, for beneficial purposes.

AGREEMENT

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

1. Premises. Subject to the terms and conditions contained herein, Licensors grant to Licensee a non-exclusive and non-transferable right to erect, maintain and operate mobile/wireless communication facilities more particularly described in Section 6(a) (“Licensee’s Facilities”), on a portion of Licensors’ Property described as approximately 150 square foot of ground space along with space on existing water tank for antennas, radios, supporting appurtenances, and other necessary components, and as more particularly described in **Exhibit “B”** attached hereto and made a part hereof (“Premises”).

2. Use. This Agreement is for use of the Premises for wireless communications services by a single mobile/wireless communications service provider; no co-location shall be

allowed without Licensor's prior written approval, which may be withheld at the Licensor's sole discretion. The Premises may be used by Licensee for any lawfully permitted and licensed activity in connection with the provisions of mobile/wireless communications services, including the transmission and the reception of radio communication signals on various frequencies and the feasibility testing, installation, construction, maintenance, operation, and removal of related communication facilities. Licensor agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises with the understanding and acknowledgment that Licensor has no approval or authorization status in the licensing and permitting process of other governmental agencies.

3. Conditions Precedent. This Agreement is conditioned upon Licensee receiving a license from the Federal Communications Commission ("FCC") for Licensee's Facilities and obtaining all governmental permits and approvals, including that of Licensor, enabling Licensee to construct and operate mobile/wireless communications facilities where the Premises are located. If Licensee does not receive such necessary licenses, permits and approvals, or if the Agreement is terminated in accordance with Section 10(a)(ii) below, this Agreement shall be null and void and of no force or effect, and the parties shall have no further obligation to one another. Licensee shall provide written evidence reasonably satisfactory to Licensor of all FCC approvals, including, but not limited to compliance with FCC Electromagnetic Radiation Guidelines, as well as any other applicable governmental approvals and permits.

4. Term.

a. The initial term of this Agreement shall be five (5) years ("Initial Term") commencing on the earlier of the first day of the month following the date Licensee commences installation of Licensee's Facilities (either of the foregoing, being the "Commencement Date"). Licensee shall provide prior written notice to Licensor of commencement of installation of Licensee's Facilities.

b. Licensee shall have the right to extend the term of the Agreement for up to three (3) periods of five (5) years each period ("Renewal Term"). The License Fee shall be increased annually during each Renewal Term as set forth in Section 5(a) below. Each Renewal Term is automatically extended with the same terms and conditions set forth herein, unless Licensee notifies Licensor in writing prior to the commencement of the next Renewal Term of its intention not to renew the Agreement. The Initial Term together with any subsequent Renewal Term(s) is collectively referred to as the "Term."

c. This entire Agreement can be terminated pursuant to Section 10 herein.

5. License Fee.

a. Licensee agrees to pay Licensor as a license fee ("License Fee") for the use and occupancy of the Premises, the sum of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) per year. Commencing upon the Commencement Date the License Fee shall be payable in equal monthly installments, in advance on or before the first of each month to Licensor's address specified in Section 16, subject to a proportionate refund of the advance-paid License Fee

should this Agreement be terminated before the expiration of any month for which the License Fee was paid. The first (1st) monthly installment of the License Fee shall be due within thirty (30) business days following Commencement Date. Ninety days prior to each Renewal Period, Licensor may, at its sole and absolute discretion, choose to adjust the License Fee, effective on the first day of the Renewal Term, by an amount equal to or the greater of either (i) three percent (3%) or (ii) the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982-84=100 (“CPI-U”) indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the [monthly/annual] lease rental amount of the most recent rent. In the event of a decrease in the CPI-U indicator, the rent will not decrease but will remain the same as in the previous year.. After such adjustment referenced herein, the updated License Fee shall increase at the percentage set forth above for the remainder of the Renewal Term.

b. If this Agreement is terminated before the expiration of any month for which the License Fee should have been paid the License Fee shall be prorated for the final fractional month of this Agreement.

6. Improvements.

a. Licensee has the right to construct, maintain and operate on the Premises wireless communications facilities, including necessary related facilities, collectively referred to herein as “Licensee’s Facilities,” as illustrated in **Exhibit “C,”** which shall be constructed as shown on **Exhibit “D.”** Licensee’s Facilities include frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements. Any structures or improvements constructed by Licensee beyond the Premises must be underground. Licensee shall be responsible for all environmental compliance regarding Licensee’s Facilities. Licensee shall construct Licensee’s Facilities so they are compatible with existing structures and landscape as is approved by the Licensor and applicable local jurisdictions.

b. In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee’s communications operations and to install underground utility lines and transmission lines connecting antennas to transmitters and receivers as provided for herein. Licensee’s Facilities may be modified by Licensee from time to time, only upon prior written approval by Licensor. Before commencing any work at the Premises, including any alterations or modifications, Licensee shall submit plans and specifications to the Licensor for the Licensor's review and written approval. Licensee shall reimburse Licensor for all expenses incurred related to reviewing said plans and specifications and requests for modifications submitted for Licensor’s approval, including but not limited to engineering and operational technical analysis, internal staff and consultants, administrative processing costs, and legal expenses. Licensee shall submit an initial deposit, and provide additional deposit funds if needed, as determined by Licensor in its sole discretion, which deposit funds shall be applied toward said reimbursement of expenses, and Licensor shall provide Licensee an invoice for its expenses incurred. Licensor shall endeavor to either (i) object to the plans in writing within thirty (30) days of submission of the plans by Licensee or (ii) furnish the Licensee with written approval, within

thirty (30) days of the date of submission of the plans by Licensee, provided however that Licensor shall in no way be precluded from extending the time for review. Licensor will endeavor to promptly notify Licensee if additional time for review is needed and in good faith will discuss with Licensee any concerns with proposed modifications to resolve those concerns and facilitate approval of a modification. All work to be done by Licensee shall be performed in accordance with the approved plans unless otherwise approved in writing by the Licensor. Notwithstanding, the procedures stated in this paragraph, Licensor may in its discretion withhold approval of any modification requests pending resolution of interference issues pursuant to Section 8.

c. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense by licensed and bondable contractors in a good and worker-like manner and shall not unreasonably interfere with Licensor's facilities and operations and shall be coordinated with Licensor to avoid interference with other scheduled construction or maintenance on the Property. Licensee shall maintain and operate Licensee's Facilities in such a manner that does not negatively impact Licensor's property and/ or operations, or inconvenience adjoining and neighboring properties. All work related to Licensee's Facilities shall be performed by Licensee's own personnel or licensed and bonded contractors hired by the Licensee. Any proposed changes to the construction or installation work deviating from any and all approved improvement plans and construction drawings, must be approved, in advance by Licensor and all other applicable jurisdictions.

d. Title to the Licensee's Facilities and any equipment placed on the Premises by Licensee shall be held by Licensee. All of Licensee's Facilities shall remain the property of Licensee and are not fixtures. Licensee has the right to remove all Licensee's Facilities at its sole expense on or before the expiration or earlier termination of this Agreement. Within ninety (90) days following the date of termination for any cause, or within ninety (90) days following the end of the Agreement term and any extension thereof, Licensee shall remove, at its sole expense, all of the Licensee's Facilities both above ground and below ground placed on the Premises and return the Premises to the pre-installation condition (reasonable wear and tear, and damages due to causes beyond the control or without the fault or neglect of Licensee, excepted). Licensee shall not be required to remove any cables or wires below existing grade or any foundation in excess of five feet (5') below grade, unless specifically requested to do so by Licensor in the event such improvements would interfere with future Licensor use of the Premises. Should Licensee fail to remove Licensee's Facilities after thirty (30) days' notice, Licensor may retain, or remove and dispose of Licensee's Facilities at Licensee's expense.

e. Licensee shall have the right to install underground utilities, at Licensee's expense, and to improve the present utilities on or near the Premises. Utility service will be at a location approved by Licensor and shall not interfere with Licensor's operation and maintenance of its facilities. Licensee shall keep and maintain Licensee's Facilities in good repair. Licensee shall make all repairs to the Property necessitated by reason of the default or neglect of Licensee. Licensee shall fully and promptly pay for all utilities furnished to the Premises for Licensee's use throughout the Term of this Agreement, and all other costs and expenses incurred by Licensee in connection with Licensee's use, operation and maintenance of the Premises.

7. Access.

a. Licensee shall have the right but not the obligation at any time following the full execution of this Agreement and prior to the Commencement Date to enter the Premises for the purpose of making necessary engineering surveys, inspections, and tests where applicable, for the purpose of determining the suitability of the Premises for Licensee's Facilities (as defined herein) for mobile/wireless communications operations and for the purpose of construction of such facilities. During any pre-construction work and construction work, Licensee will have insurance as set forth in Section 13, and will notify Licensor of any proposed construction work and will coordinate the scheduling of same with Licensor. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensor and this Agreement will terminate in accordance with Section 10(a)(ii). Licensor at no time warrants or guarantees the suitability of the Premises for Licensee's intended use.

b. After the Commencement Date, Licensee shall comply with the requirements set forth in the following provisions.

- i. For any post-Commencement Date access, Licensee will obtain and maintain insurance coverage as set forth in Section 13.
- ii. Licensee will notify Licensor of any proposed construction, installation or maintenance work, and coordinate the scheduling of same with the District no less than 48 hours prior to the proposed commencement of work.
- iii. Except for Emergency (defined below) situations, access for the purpose of any construction and/or maintenance between the hours of 5:00 p.m. and 7:30 a.m. shall require prior written approval of Licensor before work may begin. In the event Licensee accesses the Premises pursuant to an emergency situation, Licensee shall report such emergency to Licensor within a reasonable time after discovery, and Licensee shall provide a written report as to the details of the emergency within one week of the emergency action. Circumstances involving the imminent risk of bodily injury or death, property damage, disruption to Licensor's operations, and/or Licensee's network disruption shall constitute an "Emergency".
- iv. Except for Emergency situations, access during nighttime hours for any activities that might interfere with the quiet enjoyment of the neighboring residences must be approved in advance by Licensor.
- v. Licensee's construction or installation work for Licensee's Facilities shall be performed between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, except on holidays observed by Licensor,

or as prescribed by Licensee's building permit from the agency having jurisdiction, whichever is more stringent.

- vi. Licensee shall have access during regular business hours (Monday through Friday, 7:30 a.m. to 4:30 p.m., not including holidays) subject to the conditions within this Section. During regular business hours, Licensee shall contact Licensor's Engineering Department at (760) 728-1125.

c. Licensor shall maintain all access roads from the nearest public roadway to the Premises in a manner sufficient to allow access, as such existed on the date of this Agreement, as first above written. Licensor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage or extraordinary wear and tear caused by Licensee's use of such roadways. Licensee's use of rights of way, easements, ingress and egress shall conform to Licensor's reasonable standard guidelines regarding vehicle and equipment capacity limits, as determined in Licensor's sole discretion. If Licensee causes any such damage, Licensee shall promptly repair same in a manner reasonably satisfactory to Licensor's chief engineer or his or her designee. Notwithstanding the foregoing, Licensee shall not be responsible for ordinary wear and tear caused by Licensee's use of such roadways.

8. Interference.

a. Licensee shall construct and operate Licensee's Facilities in a manner that will not cause interference to Licensor's current facilities or operations or any future facilities constructed, operated or maintained by Licensor, including but not limited to, Licensor's SCADA system, or which cause interference to other authorized users of the Premises that pre-date the installation of Licensee's Facilities. In the event such signal/frequency interference should occur, all reasonable costs to remedy the interference shall be borne by Licensee. Pre-existing communication system operations/operators operating in substantially the same manner as on the Commencement Date shall not be deemed interference to Licensee. All operations by Licensee shall be in compliance with all applicable federal, state and local non-interference regulations including but not limited to, the Federal Communications Commission (FCC). Notwithstanding Licensee's Facilities' regulatory compliance, any interference with Licensor's facilities by Licensee's Facilities will be considered a default of this provision. Licensee shall provide initial proof of compliance by providing original transmission tolerance and interference analysis by a certification through an independent source. Licensor reserves the right to perform periodic, random transmission tolerance testing and interference analysis. Licensor and Licensee shall use their best efforts and shall proceed in good faith to cooperate in resolving any interference resulting from the installation of future communication systems equipment.

(i) Within 30 days of Licensor notifying Licensee of interference with Licensor's facilities, Licensee must either cease the interference or provide Licensor with results of an investigation showing that Licensee's Facilities are not causing interference to Licensor's facilities. If the interference continues, Licensor may perform an additional investigation. Licensee shall fully cooperate and in good faith assist Licensor with any requirements for

conducting said additional investigation of interference related to Licensee's Facilities. If the additional investigation reveals any interference from Licensee's Facilities, upon Licensor's notice to Licensee of the existence of such interference, Licensee shall do all of the following: (1) upon request by Licensor, reimburse Licensor for all costs incurred related to the additional investigation, including but not limited to attorneys' fees; (2) within 30 days of the notice of interference, research and evaluate options to cease or correct the interference from Licensee's Facilities and coordinate in good faith with Licensor to discuss and evaluate options, with a preference given for developing options that will not require filtering or otherwise affecting Licensor's transmission and receiving strength; and (3) at Licensee's sole cost and expense, correct or cease the interference using the mitigation option(s) chosen by Licensor in its sole discretion. If Licensee fails to correct and cease the interference to Licensor's satisfaction as provided for herein, the signal from Licensee's Facilities will be deemed to interfere with Licensor's operation of Licensor's facilities, and this Agreement may be terminated by Licensor pursuant to Section 10(a)(iii), below.

b. If Licensor receives any request to locate any communications transmitting equipment on Licensor's Property from any third party (a "Carrier"), Licensor shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the communications operations of Licensee's Facilities.

c. Licensor reserves the right to disrupt and temporarily terminate Licensee's transmission, whenever Licensor performs maintenance or repair on Licensor's facilities located on the Premises. Licensor will use its best efforts to complete such maintenance or repair in an expedited manner. Licensor will give 10 days' written notice to the Licensee of any planned maintenance or repair causing disruption to Licensee's operations or Licensee's Facilities before such disruption takes place. In an Emergency, or during an unforeseen event requiring maintenance or repair on the Premises, Licensor shall provide notice to the Licensee of the disruption as soon as practicable. Licensor will use its best efforts to provide to Licensee an alternate location on Licensor's Property for the purpose of installing a temporary communications facility to use for the period of service disruption caused by Licensor's maintenance and repair activities.

d. In the event of interference caused by or related to Emergency construction, Licensor will use its best efforts to provide to Licensee an alternate location on Licensor's Property for the purpose of installing a temporary communications facility to use until termination of the interference from the emergency construction. If possible, Licensor will give reasonable notice to the Licensee and obtain Licensee's approval of any disruption to Licensee's operations or Licensee's Facilities before such disruption takes place. If circumstances dictate, Licensor at its sole discretion shall have the right to remove Licensee's Facilities from the Property immediately in emergency situations, without notice to Licensee; provided however that Licensor shall provide notice of any removal and the circumstances thereof as soon as it is practical after such removal. For purposes of this section, an emergency situation means an event or circumstances in which Licensor's facilities or any portion thereof is under the immediate threat of collapse, rupture or damage if curative efforts and/or fixes are not implemented at once and which require the removal of Licensee's Facilities.

(i) Licensee shall hold harmless and indemnify Licensor, its directors, officers, agents, contractors, employees, and/or authorized volunteers for any damages occurring

to Licensee's Facilities or related thereto due to Licensor's exercise of its rights in Emergency situations to remove or relocate Licensee's Facilities pursuant to this section.

e. Except as otherwise provided for in this Agreement, subsequent to the installation of Licensee's Facilities, Licensor shall not permit the use of Licensor's Property in a manner which interferes with the operations of the Licensee Facilities. Licensor shall cooperate in good faith with Licensee to promptly terminate such interference. Interference caused or related to emergency construction or repair of Licensor's facilities shall terminate at the conclusion of the emergency situation.

9. Taxes. Notice is hereby given pursuant to Revenue and Tax Code section 107.6 that the License Agreement may create a taxable property interest in the Premises. Licensee shall pay all taxes and assessments attributable to its Licensee Facilities levied by any legal authority. Licensor shall pay all real property taxes attributable to the Premises (excepting property taxes levied as a direct result of the Licensee's Facilities). Additionally, Licensee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Licensor demonstrates is the result of Licensee's use of the Premises and/or the installation, maintenance, and operation of the Licensee's improvements, and any sales tax imposed on the rent (except to the extent that Licensee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Licensor demonstrates arises from the Licensee's improvements and/or Licensee's use of the Premises.

10. Termination.

a. This Agreement may be terminated without further liability as follows:

(i) By either Party upon a default of any covenant, condition or term herein by the other Party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of notice. No default will be deemed to exist if Licensee or Licensor, as the case may be, has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor or Licensee; or

(ii) By Licensee, upon thirty (30) days written notice to Licensor, if Licensee in good faith pursues all necessary license permits or other approvals but fails to obtain or maintain any license, permit or other approval necessary for the installation and operation of Licensee's Facilities, where said failure is through no fault, action, inaction or error of Licensee, or if Licensee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental/regulatory agency, including without limitation the take back of channels, or change in frequencies by the FCC, or if Licensee, in its sole discretion, determines, prior to installation of Licensee's Facilities, that it will be unable to use the Premises for its intended purposes.

(iii) By Licensor, upon thirty (30) days written notice to Licensee, should the signal from the Licensee's Facilities interfere with Licensor's operation and maintenance of its

facilities, provided, however, Licensor has first given Licensee written notice of such interference and Licensee is unable to correct or cease such interference pursuant to Section 8(b), above; or

(iv) In the absence of any breach of this Agreement by Licensee, after five (5) years from the Commencement Date, Licensor shall have the right unilaterally to terminate this Agreement, without liability, with two (2) years advance notice to Licensee upon a finding by Licensor's Board of Directors in its sole discretion that the Premises utilized by the Licensee are required to meet Licensor's primary obligation to its customers. Such determination will be made following a noticed meeting at which the Licensee will have the opportunity to appear before the Board of Directors and object to the proposed termination. In lieu of such termination, if the above-noted determination can be avoided by relocating Licensee's Facilities and the Premises to an alternative site on the Licensor's Property or other property owned by Licensor that is suitable for Licensee's Facilities and available for such use in Licensor's sole discretion, the Parties will in good faith negotiate an amendment to this Agreement providing for said relocation, the review and approval of the relocated facilities by Licensor, and Licensee's payment of all costs and expenses arising from or associated with such relocation, including costs incurred by Licensor related to reviewing and processing the amendment and Licensee's plans for the relocated facilities. This Agreement shall terminate if, within the above-noted two (2) year period, the Parties fail to enter into such an amendment to this Agreement.

11. Destruction or Condemnation.

a. If the Premises or Licensee's Facilities are damaged, destroyed or condemned by other than an act of the Licensee, Licensee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to Licensor no more than forty-five (45) days following the date of such damage, destruction or condemnation and all rights and obligations of the Parties which do not survive the termination of this Agreement shall cease as of the date of the damage, destruction or condemnation.

b. If Licensee chooses not to terminate this Agreement, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises for a period not to exceed one hundred twenty (120) days. Licensor reserves the right to audit Licensee's reduction or abatement request.

c. In any condemnation proceeding whereby the Premises or any portion thereof are condemned, each Party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, moving expenses, pre-paid License Fee, reasonable attorneys' fees, and business dislocation expenses).

d. Where the Premises and Licensee's Facilities can be restored within a reasonable period of time in light of the circumstances giving rise to the damage, destruction, or condemnation, Licensor will use reasonable efforts to make available to Licensee the use of a site to operate a temporary communication facility on Licensor's Property or such other property owned by Licensor until the Premises are restored and Licensee's Facilities are fully operational, provided that such space is available in Licensor's sole discretion.

12. Assignment and Sublicense.

a. Licensor intends this Agreement to be for a single wireless carrier. Notwithstanding any provision of the Agreement to the contrary, and except as expressly provided otherwise below in this paragraph, Licensee must obtain Licensor's written consent prior to assigning, sublicensing, or otherwise transferring all or any part of its interest in this Agreement or in the Premises or Licensee's Facilities, including any assignment, sublicense, or other transfer of any portion of the Premises or this Agreement for the purposes of co-location or any transfer of the management of any of Licensee's Facilities to a management company. Licensor may withhold such consent for any reason in its sole discretion or grant consent subject to additional terms and conditions as may be established by Licensor in its sole discretion. Licensee's entire interest in this Agreement may be sold, assigned, or transferred by the Licensee without any approval or consent of the Licensor to the Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Licensor's Property is located by reason of a merger, acquisition or other business reorganization, provided however that Licensee shall provide Licensor prompt written notice and evidence satisfactory to Licensor of any such assignment.

c. Licensor reserves the right to license or lease portions of Licensor's Property to other interested communication system operators that may be in competition with Licensee for purposes of mobile/wireless communication services.

d. Consent to any assignment, sublicense, or other transfer shall be conditioned upon the assignee agreeing, in writing, to assume the rights and obligations of this Agreement and keep and perform all covenants, conditions and provisions of this Agreement which are applicable to the rights acquired.

e. Consent to any assignment, sublicense, or other transfer of this Agreement shall not be deemed to be consent to any other or subsequent assignment, sublicense, or transfer to the same or any other party.

f. Any assignment, sublicense, or other transfer of this Agreement, or any use or occupancy of the Licensee's Facilities by any other person or entity, in violation of these provisions shall be a default of this Agreement which may then be terminated at Licensor's sole discretion.

g. Any assignment, sublicense or other transfer of any part of this Agreement, in whole or in part, or of the use, management, and/or ownership of the Licensee's Facilities, without written consent and approval and other considerations, shall be a default of this Agreement which may then be terminated at Licensor's sole discretion. Licensor reserves the right to add terms and conditions to the Agreement in granting consent.

h. Except as otherwise provided in this Agreement, all of the terms, covenants, and conditions of this Agreement shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

13. Insurance.

a. Licensee, at Licensee's sole cost and expense, shall procure and maintain the following commercial general liability and automobile liability insurance:

(i) Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

(a) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001 or equivalent).

(b) Insurance Services Office Automobile Liability Coverage (Form CA 0001 or equivalent), covering Symbol 1 (any auto).

(ii) Limits. The Licensee shall maintain limits no less than the following:

(a) General Liability. Three Million Dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability. One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

(iii) Required Provisions. The general liability and automobile liability policies are to contain, have a certificate of insurance that provides, or be endorsed to the effect:

(a) Licensor, its Board of Directors, each member of its Board of Directors, its officers, employees, agents, or authorized volunteers are included as additional insureds under each policy, and with respect to liability arising out of the Premises licensed by the Licensee or automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to Licensor, its Board of Directors, each member of its Board of Directors, its officers, employees, agents, or authorized volunteers.

(b) For any claims related to this Agreement, the Licensee's insurance shall be primary insurance to Licensor, its directors, officers, employees or authorized volunteers.. Any insurance, self-insurance or other coverage maintained by Licensor, its directors, officers, employees, or authorized volunteers shall not contribute to it in this respect.

(c) The Licensee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Licensee shall maintain the insurance program required by this clause and shall ensure that coverage shall not be canceled without replacement except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to Licensor.

The general liability policy shall cover bodily injury and property damage liability, and blanket contractual liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(iv) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to Licensor.

(v) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-; VII or equivalent, unless otherwise approved by Licensor.

(vi) Workers' Compensation and Employer's Liability Insurance. The Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about Licensor's Property, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Licensee shall provide employers liability insurance in the amount of, at least, One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

(vii) Evidences and Cancellation of Insurance. Prior to the beginning of construction of any improvements provided in Section 6(a), the Licensee shall file with Licensor a certificate of insurance (ACORD Form 25-S or insurer's equivalent) and an additional insured endorsement (CG 2010 or blanket insurers equivalent) both signed by a properly authorized officer, agent or representative of the insurer. Such evidence of insurance shall confirm that coverage includes or has been modified to include the required provisions as provided in Section 13(c)(i) through (v).

(viii) Workers' Compensation Insurance. By his/her signature hereunder, Licensee certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions in connection with any work performed on the Premises. Any persons providing services with or on behalf of Licensee shall be covered by workers' compensation, or qualified self-insurance.

b. Waiver of Subrogation. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Licensor's Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Licensor's Property shall waive the insurer's right of subrogation against the other Party.

14. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify and hold harmless and defend Licensor, its directors, officers, employees, or authorized volunteers, and each of them from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including Licensor and/or Licensee, or any directors, officers, employees, agents, contractors, or authorized volunteers of Licensor or Licensee, and damages to or destruction of property of any person, including but not limited to, Licensor and/or Licensee and their directors, officers, employees, agents, contractors, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the Licensee's use of the Premises, except to the extent caused by the willful misconduct, gross, or sole negligence of Licensor or its directors, officers, employees, agents, contractors, or authorized volunteers;

b. Any and all actions, proceedings, damages, costs, attorneys' fees, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Licensee. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Licensee to faithfully perform all of its obligations under contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified Parties in any lawsuit to which they are a Party.

c. Licensee shall defend, at Licensee's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Licensor or Licensor's directors, officers, employees, agents, contractors, or authorized volunteers. Licensor shall have full and exclusive authority and discretion to select and retain legal counsel to jointly or severally represent any or all of the parties; determine and control the course, strategy, or defense of any litigation; and compromise, settle or otherwise resolve any or all of the aforesaid suits, actions or other legal proceedings.

d. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against Licensor or its directors, officers, employees, agents, contractors, or authorized volunteers, in any such suit, action or other legal proceeding.

e. Licensee agrees to reimburse Licensor and its directors, officers, employees, agents, contractors, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

f. Licensee agrees to carry insurance for this purpose as set out in Section 13. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Licensor, or its directors, officers, employees, agents, contractors, or authorized volunteers.

15. Safety and Environmental Protection. The Licensee shall operate and maintain the Premises so as to avoid injury or damage to any person or property.

a. In carrying out his/her work, the Licensee shall at all times, exercise all necessary precautions for the safety and environmental protection of Premises, and be in

compliance with all applicable federal, state and local statutory and regulatory requirements including, as applicable, but not limited to, State of California, Division of Industrial Relations (Cal/OSHA) regulations, Cal/EPA US/EPA and the U.S. Department of Transportation including the Omnibus Transportation Employee Testing Act (as applicable).

b. Licensors and Licensees each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Licensor's Property in violation of any law or regulation. Licensors and Licensees each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. The term "Hazardous Material" shall mean any hazardous, toxic or dangerous waste, substance, pollutant, emission or matter (including petroleum products, whether so defined or not, and asbestos), defined or listed as such in the California Hazardous Waste Control Law (Health & Safety Code § 25100 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), or any other federal, state, or local statute, law, ordinance, code, rule, or regulation. Licensors and Licensees acknowledge that Licensee may be utilizing and maintaining on the Premises sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of this paragraph.

c. The Parties shall promptly notify each other in writing upon becoming aware of any release of Hazardous Material or violation of any environmental law or actions brought by third Parties against the Licensee or Licensor alleging environmental damage.

d. Licensee is responsible for any investigation of site conditions, cleanup, remedial, removal or restoration work arising out of or in any manner directly or indirectly connected with the Licensee's activities on the Licensor's Property that is required (a) under any applicable federal, state, or local statute, law, ordinance, code, rule, or regulation; (b) by any judicial arbitral or administrative order; (c) to comply with any agreements affecting the Licensor's Property; or (d) to maintain the Licensor's Property in a standard of environmental conditions which presents no risk to safety or health and prevents the release of any Hazardous Materials to adjacent property.

e. Licensee shall identify by a sign in letters no greater than ½ inch in height permanently affixed to Licensee's Facilities the responsible Party to notify in case of emergency or maintenance, but no other signs are permitted on the Premises or Licensee's Facilities, unless required by a regulating body.

f. Licensee shall be solely responsible for insuring that any applicable lighting and painting rules and requirements of the FCC and the Federal Aviation Administration ("FAA") (the "FCC/FAA Rules") and will indemnify, save and hold Licensor harmless from and against any and all losses, costs, expenses, fees or liability arising from Licensee's failure to comply with such FCC/FAA rules.

16. Notices. Any notice, demand or payment required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below:

Licensors: Fallbrook Public Utility District
Attn: Accounting Manager
P.O. Box 2290
Fallbrook, CA 92088-2290

With a copy to: Best Best & Krieger LLP
655 West Broadway, 15th Floor
San Diego, CA 92101-3542
Attn: Paula C.P. de Sousa

Licensee: DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Drive
Littleton, Colorado 80120

17. Attorneys' Fees; Limitation of Liability.

a. In the event legal action by either Party is brought to enforce any term hereof or in the recovery of damages for any breach hereof, or to determine any rights of the Parties under this Agreement, the prevailing Party in such actions may recover reasonable attorneys' fees to be fixed by the court.

b. When any provision of this Agreement entitles either Party to receive costs or expenses from the other, the term costs and expenses shall include reasonable attorneys' fees incurred, notwithstanding any reference or lack of reference to attorneys' fees. When any section or provision of this Agreement provides that either party will hold the other party harmless from claims, that party shall pay all of the other party's reasonable attorneys' fees incurred in investigating and defending such claims.

18. Miscellaneous.

a. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

b. Nothing in this Agreement is intended to create an interest or estate of any kind or extent in the Property or Premises nor does it create a landlord/tenant relationship and Licensee agrees and acknowledges that it is not entitled to avail itself of any rights afforded to tenants under the laws of the State of California, and Licensee shall at no time acquire any property interest in any of Licensor's Property.

c. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

d. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

e. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

f. In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under this Agreement, except as otherwise set forth in this Agreement such Party shall not unreasonably delay or withhold its approval or consent.

g. Each Party declares that prior to the execution of this Agreement, it has consulted with its attorney in order that it may intelligently exercise its own judgment in deciding whether to execute, and in deciding on the contents of this Agreement. Therefore, this Agreement shall not be construed against any Party because that Party's representation drafted the Agreement or any part of it.

h. The Licensee shall give all notices required of it by applicable law and comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of the Premises. The Licensee shall be liable for all violations of the law in connection with this Agreement, as pertains to the Licensee.

i. All Exhibits attached hereto are material parts of this Agreement.

j. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

k. Both Parties represent and warrant that the undersigned individuals executing this Agreement have the legal power, right, and authority to enter into the obligations under this Agreement and bind each respective Party.

k. Upon request, either Party may require that a Memorandum of License be recorded in the form of **Exhibit "F."** If so recorded, upon termination of this Agreement, Licensee shall record a quitclaim deed or Memorandum of Termination in the official records of the County Recorder's office.

[Signatures located on the following page.]

IN WITNESS THEREOF, the Parties have executed this Communications Site License Agreement as of the date first above written.

LICENSOR:

FALLBROOK PUBLIC UTILITY DISTRICT

By: _____
Name: _____
Its: _____
Date: _____

LICENSEE:

DISH Wireless L.L.C.

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT "A"
LICENSOR'S PROPERTY

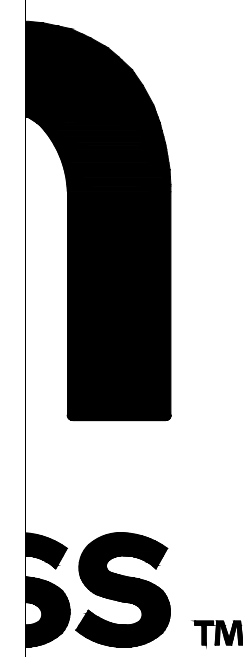
EXHIBIT "B"

DESCRIPTION OF THE PREMISES

EXHIBIT "C"
LICENSEE'S FACILITIES

EXHIBIT “D”

PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF LICENSEE’S FACILITIES



CONFORMANCE WITH LOCAL ORDINANCE TO PERMIT

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR A/E APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

SECTOR SCOPE OF WORK:

- INSTALL (3) ANTENNAS (1 PER SECTOR)
- INSTALL (6) RRH (2 PER SECTOR)
- INSTALL ANTENNA AND RRH ASSEMBLIES
- INSTALL (3) OVER VOLTAGE PROTECTION (1 PER SECTOR)
- INSTALL (3) FIBER TRUNKS (1 PER SECTOR)
- INSTALL (3) DC POWER TRUNKS (1 PER SECTOR)
- INSTALL (24) JUMPERS (8 PER SECTOR)

EQUIPMENT SCOPE OF WORK:

- LEASE AREA = 10'x 15' (150 SF)
- INSTALL (1) EQUIPMENT CABINET
- INSTALL (1) TELCO-FIBER CABINET
- INSTALL (1) PPC CABINET
- INSTALL (1) STEP-DOWN TRANSFORMER
- INSTALL (1) GPS ANTENNA
- INSTALL (1) SAFETY SWITCH
- INSTALL POWER AND TELCO CABLES AND RACEWAYS

PROJECT DIRECTORY

APPLICANT:		SITE ACQUISITION:	
COMPANY :	DISH WIRELESS LLC	COMPANY :	QUALTEK
ADDRESS :	5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120	CONTACT :	JENNA ACEVEDO
		PHONE :	949-414-1334
PROPERTY CONTACT:		CONSTRUCTION MANAGER:	
COMPANY :	FALLBROOK PUBLIC UTILITY DISTRICT	COMPANY :	DISH WIRELESS LLC WIRELESS
ADDRESS :	990 E MISSION ROAD FALLBROOK, CA 92088-2290	CONTACT :	ZACHARY MANN
CONTACT :	-	PHONE :	858-220-0233
PHONE :	-	UTILITY COORDINATOR:	
ARCHITECT/ENGINEER:		COMPANY :	QUALTEK
COMPANY :	DRAFTLINK	CONTACT :	GARY KRAUS
ADDRESS :	27068 LA PAZ ROAD #561 ALISO VIEJO, CA 92656	PHONE :	949-929-1467
CONTACT :	JOYCE YU	LAND USE PLANNER:	
PHONE :	949-232-5045	COMPANY :	QUALTEK
EMAIL :	JOYCE@DRAFTLINK.COM	CONTACT :	KORINA ARVIZU
		PHONE :	949-616-0948

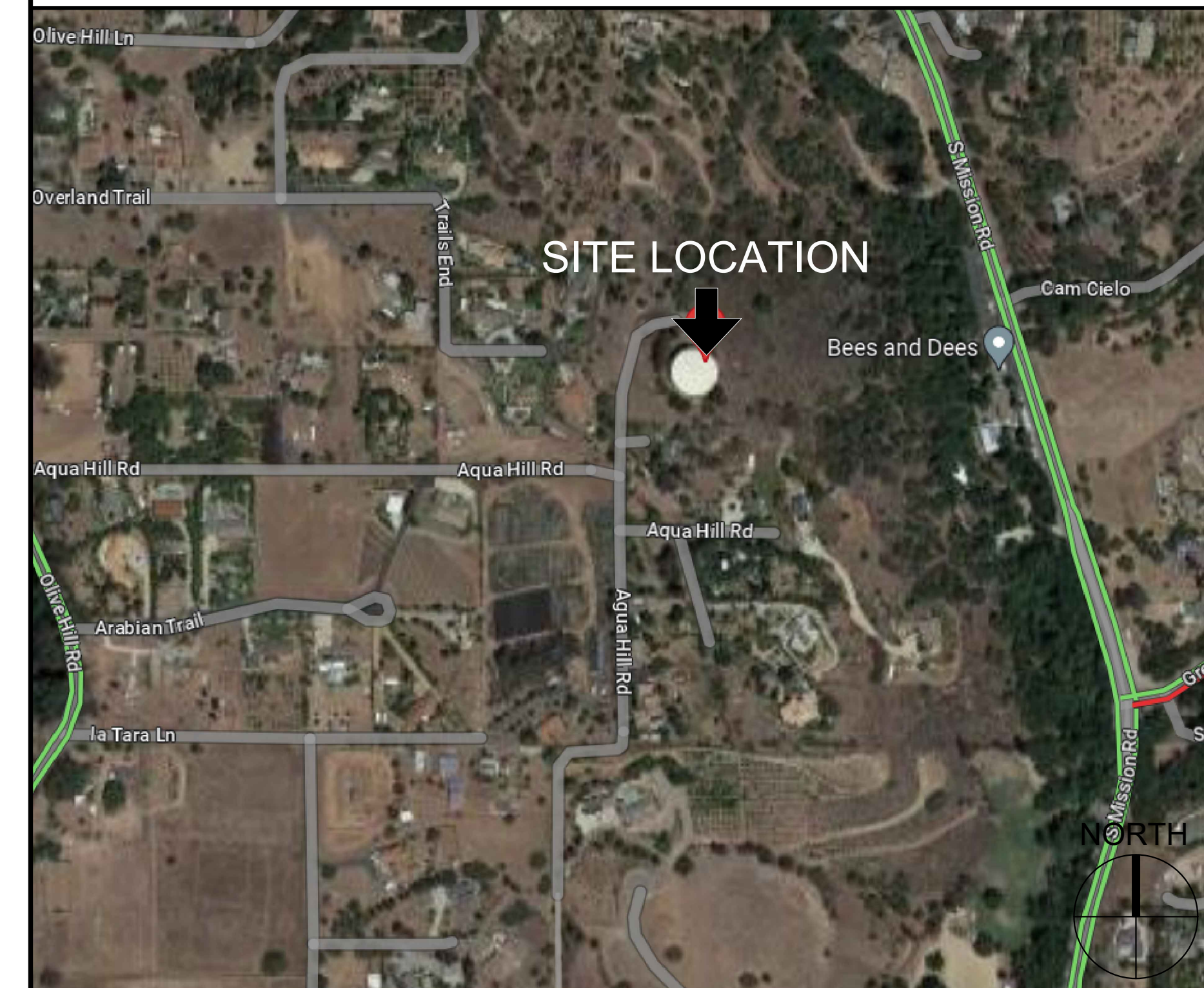
SITE INFORMATION

LATITUDE :	33° 20' 7.28"N	OCCUPANCY :	S2
LONGITUDE :	-117° 14' 21.4W	CONST. TYPE :	V-B
LAT/LONG TYPE:	NAD-83	NO. OF STORY :	1
GROUND ELEV:	-	SPRINKLER :	NO
COUNTY :	COUNTY OF SAN DIEGO	POWER CO. :	SDG&E
ZONING DIST :	-	TELCO CO. :	TBD
LAND USE :	UNMANNED TELECOMMUNICATIONS FACILITY		
PARCEL NO. :	123-110-12		

DIRECTIONS

- FROM: SAN DIEGO INTERNATIONAL AIRPORT
- HEAD EAST ON N HARBOR DR TOWARD MCCAIN RD
 - USE THE LEFT 3 LANES TO TURN LEFT ONTO W GRAPE ST
 - USE THE RIGHT 2 LANES TO TAKE THE RAMP ONTO I-5 S
 - MERGE ONTO I-5 S
 - TAKE EXIT 16 TO MERGE ONTO CA-163 N TOWARD ESCONDIDO
 - MERGE ONTO I-15 N
 - TAKE EXIT 51 TOWARD MISSION RD/FALLBROOK
 - DRIVE TO E MISSION RD IN FALLBROOK
 - TURN LEFT ONTO OLD HWY 395
 - SLIGHT RIGHT TOWARD E MISSION RD
 - SLIGHT RIGHT ONTO E MISSION RD
 - DESTINATION WILL BE ON THE RIGHT

VICINITY MAP



SITE PHOTO



UNDERGROUND SERVICE ALERT
(800) 642-2444
WWW.CALIFORNIA811.ORG



CALL 2 TO 14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

IMPORTANT

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A SERVICE TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THIS PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEEDED

11"X17" WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND FIELD CONDITION, AND SHALL IMMEDIATELY NOTIFY THE A/E OF RECORD IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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CHECKED BY : JY
APPROVED BY : JY
RFDS VERSION : -
RFDS DATE : XX-XX-XX

ZONING DRAWINGS

SUBMITTALS

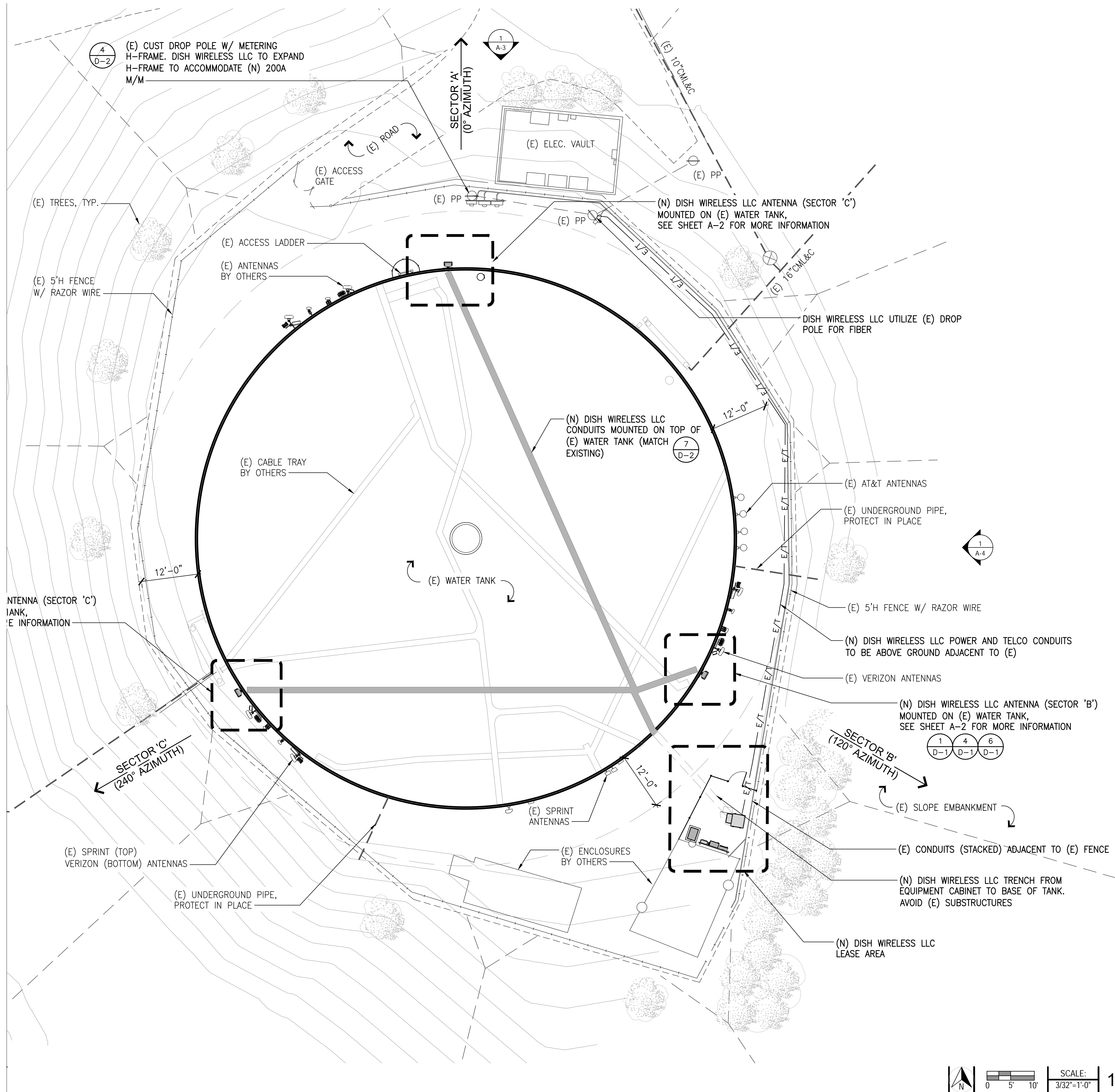
REV	DATE	DESCRIPTION
A	04-25-23	PRELIM ZD
A	05-01-23	PRELIM ZD W/ ARCH. DETAILS

A&E PROJECT NUMBER
SDSAN00437B

DISH WIRELESS LLC
PROJECT INFORMATION
SDSAN00437B
FALLBROOK PUBLIC UTILITY DISTRICT
990 E MISSION ROAD
FALLBROOK, CA 92088-2290

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



dish
wireless™

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

QUALTEK
WIRELESS

10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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**ZONING
DRAWINGS**

SUBMITTALS

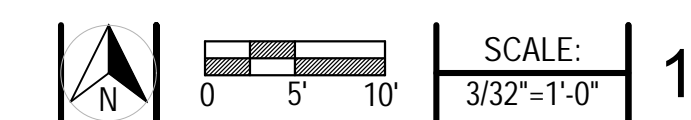
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A	05-01-23	PRELIM ZD W/ ARCH. DETAILS

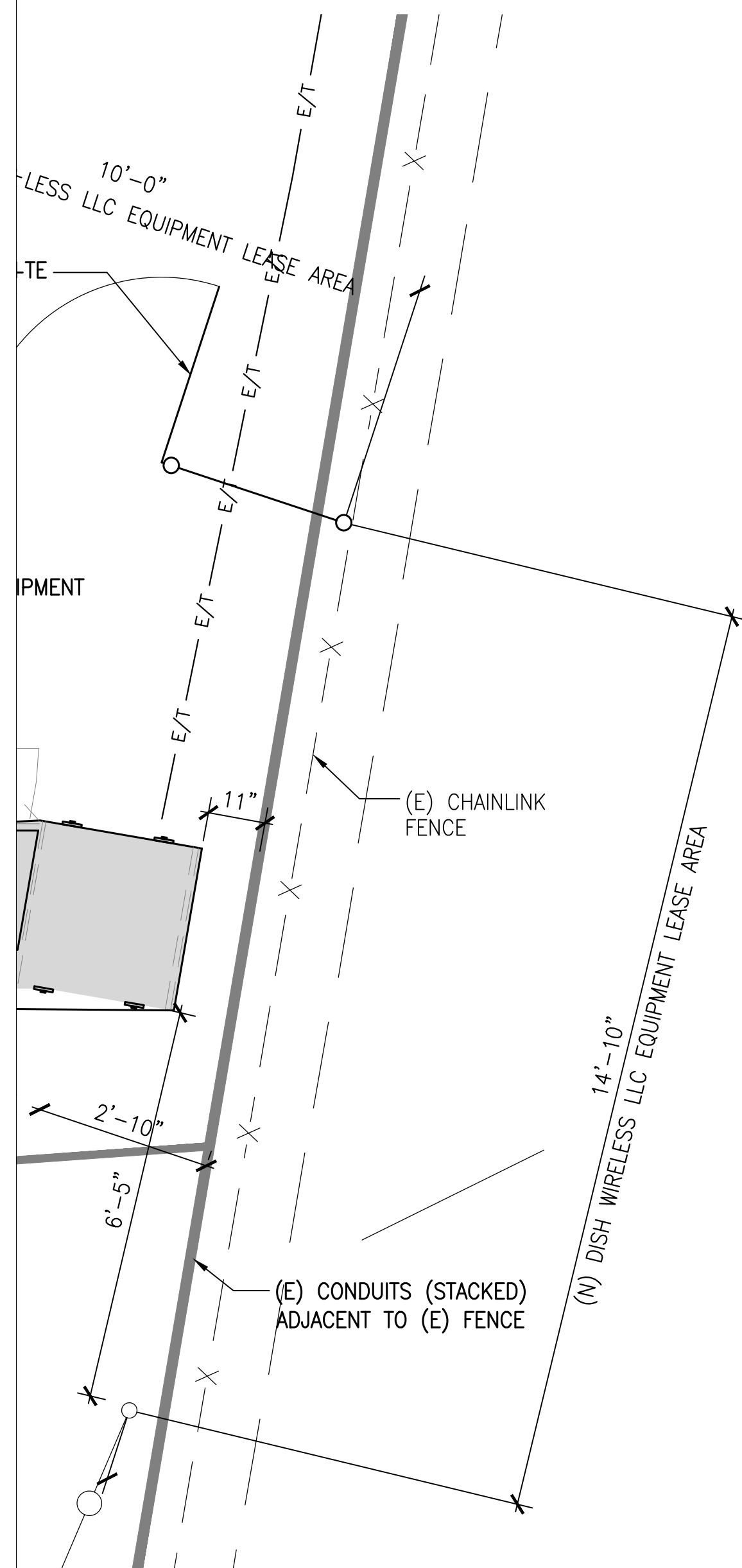
A&E PROJECT NUMBER
SDSAN00437B

DISH WIRELESS LLC
PROJECT INFORMATION
SDSAN00437B
FALLBROOK PUBLIC UTILITY DISTRICT
990 E MISSION ROAD
FALLBROOK, CA 92088-2290

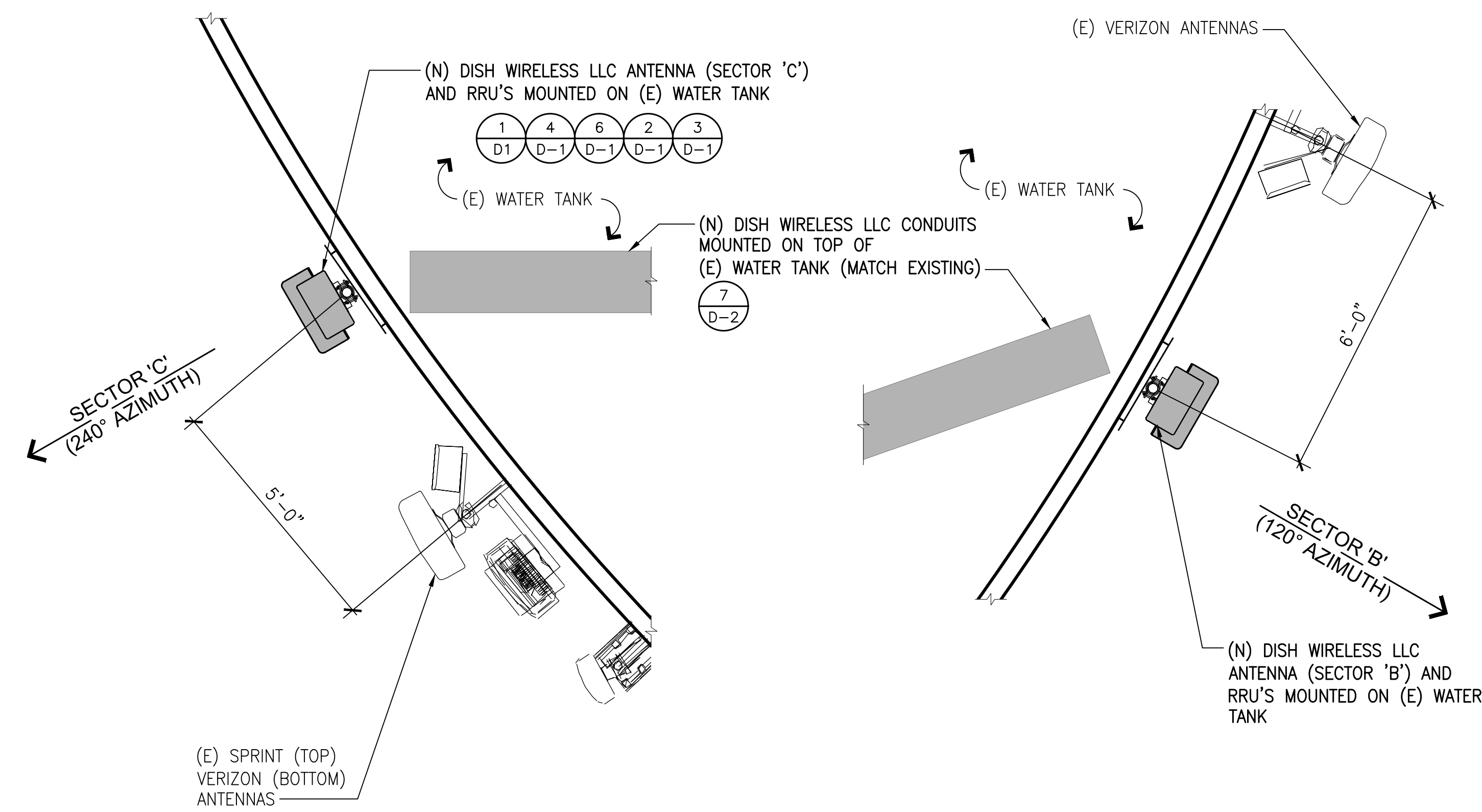
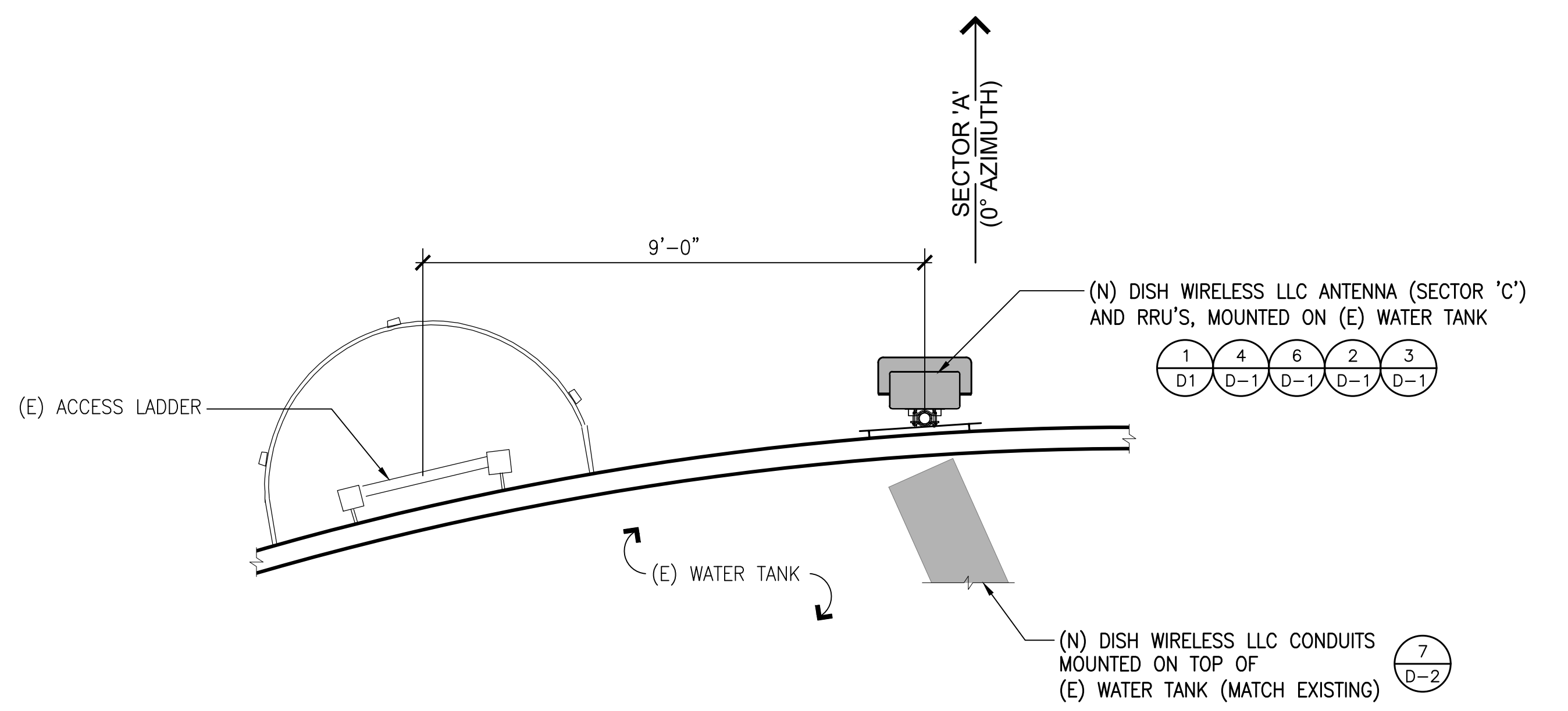
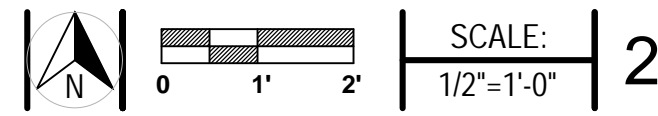
SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

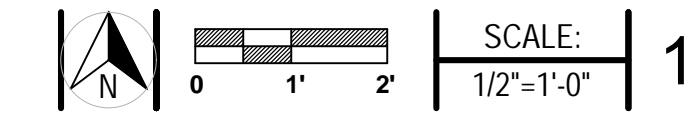




- (N) TELCO-FIBER BOX 3
D-2
- (N) H-FRAME
- (N) POWER PROTECTIVE CABINET (PPC) 2
D-2



NOTES:
ALL ATTACHMENT TO TANK TO BE
MAGNETIC -TYPE ANCHOR.
TO BE DESIGN BY MANUFACTURER.



ANTENNA LAYOUT PLAN



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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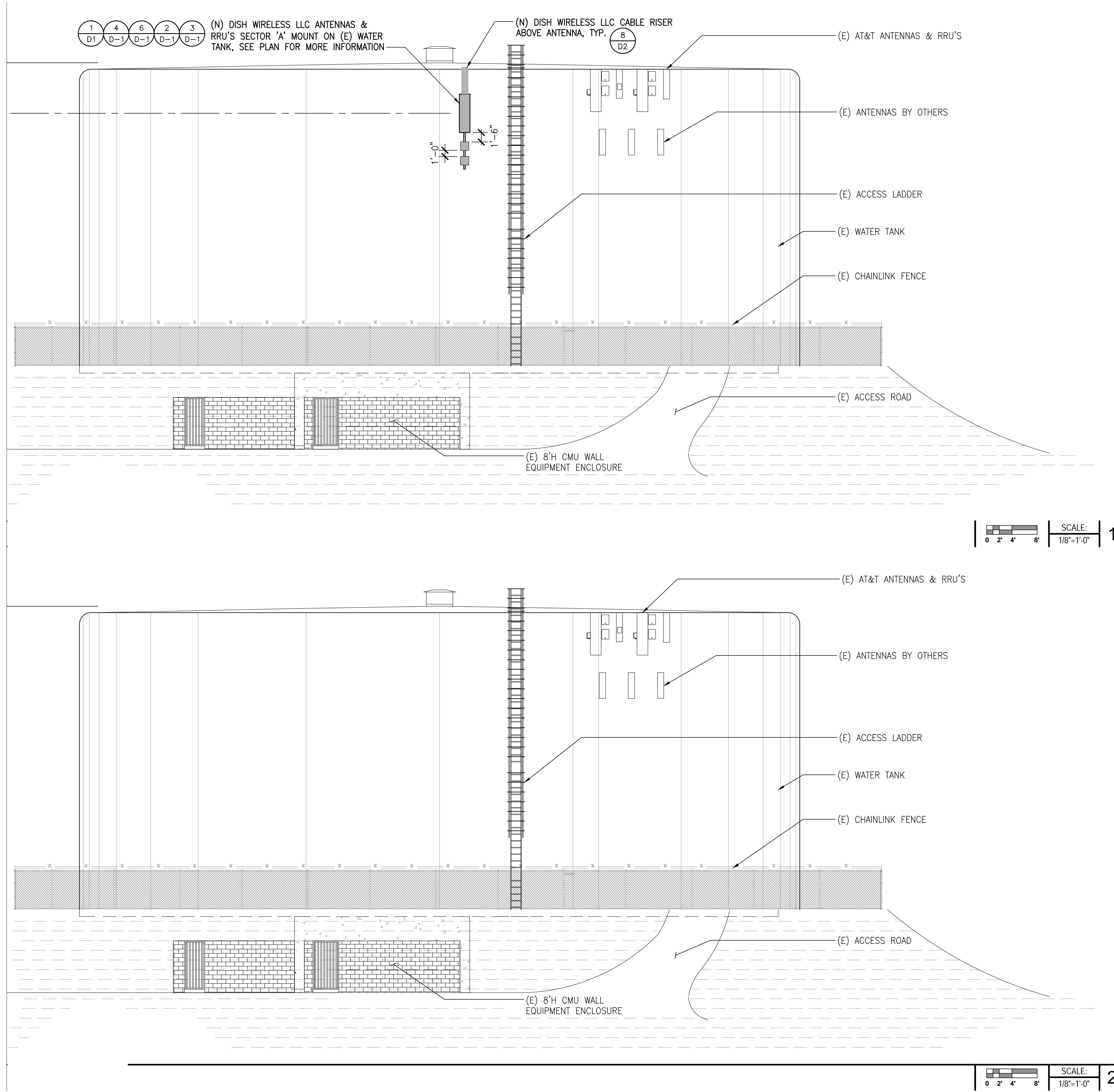
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REV	DATE	DESCRIPTION
A	04-25-23	PRELIM ZD
A	05-01-23	PRELIM ZD W/ ARCH. DETAILS

A&E PROJECT NUMBER
SDSAN00437B

DISH WIRELESS LLC
PROJECT INFORMATION
SDSAN00437B
FALLBROOK PUBLIC UTILITY DISTRICT
990 E MISSION ROAD
FALLBROOK, CA 92088-2290

SHEET TITLE
**EQUIPMENT
AND ANTENNA
LAYOUT PLAN**

SHEET NUMBER
A-2



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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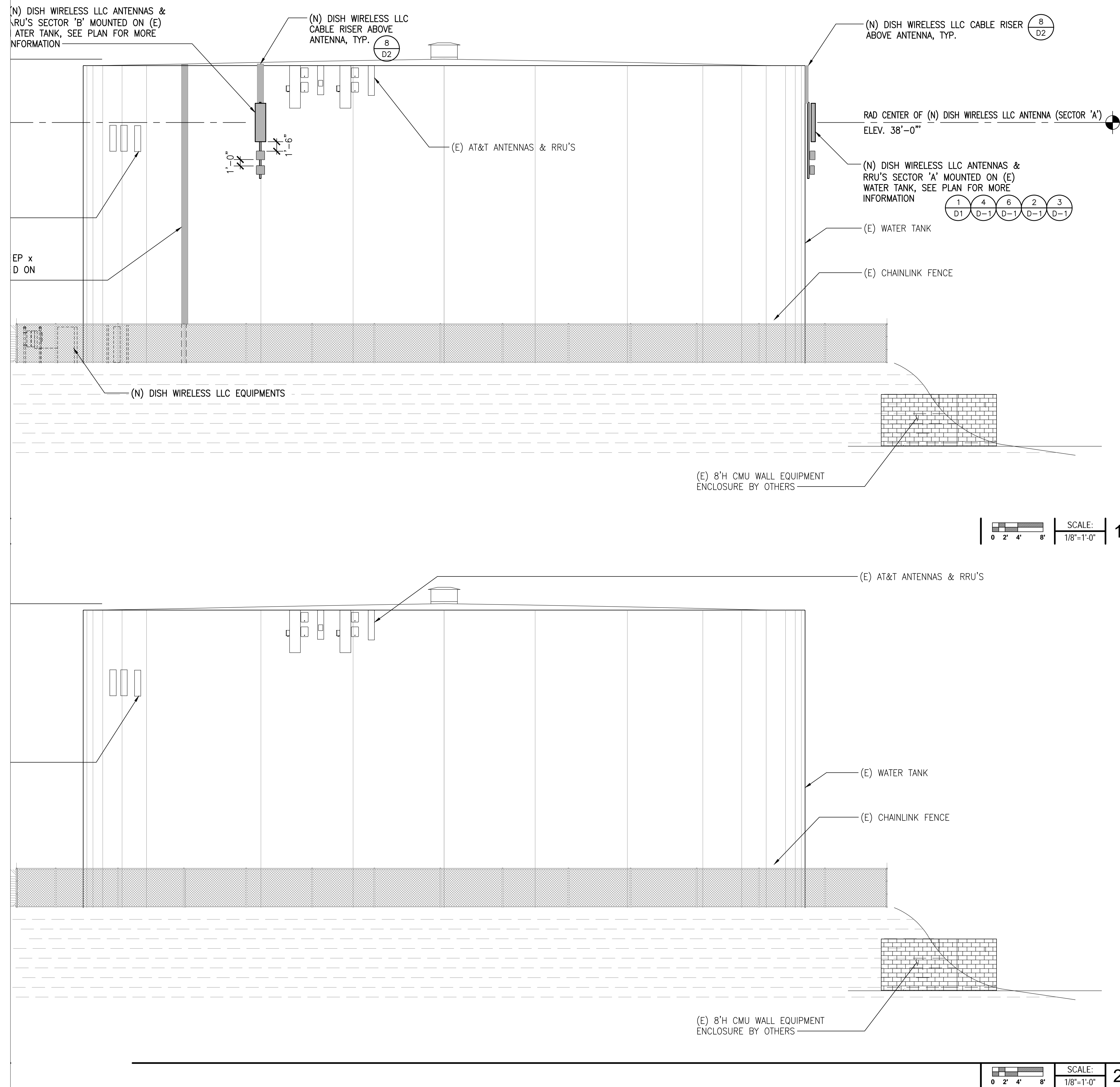
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REV	DATE	DESCRIPTION
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A	05-01-23	PRELIM ZD W/ ARCH. DETAILS

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DISH WIRELESS LLC
PROJECT INFORMATION
SDSAN00437B
FALLBROOK PUBLIC UTILITY DISTRICT
990 E MISSION ROAD
FALLBROOK, CA 92088-2290

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3



dish
wireless™

5701 SOUTH SANTA FE DRIVE
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QUALTEK
WIRELESS

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DRAWINGS**

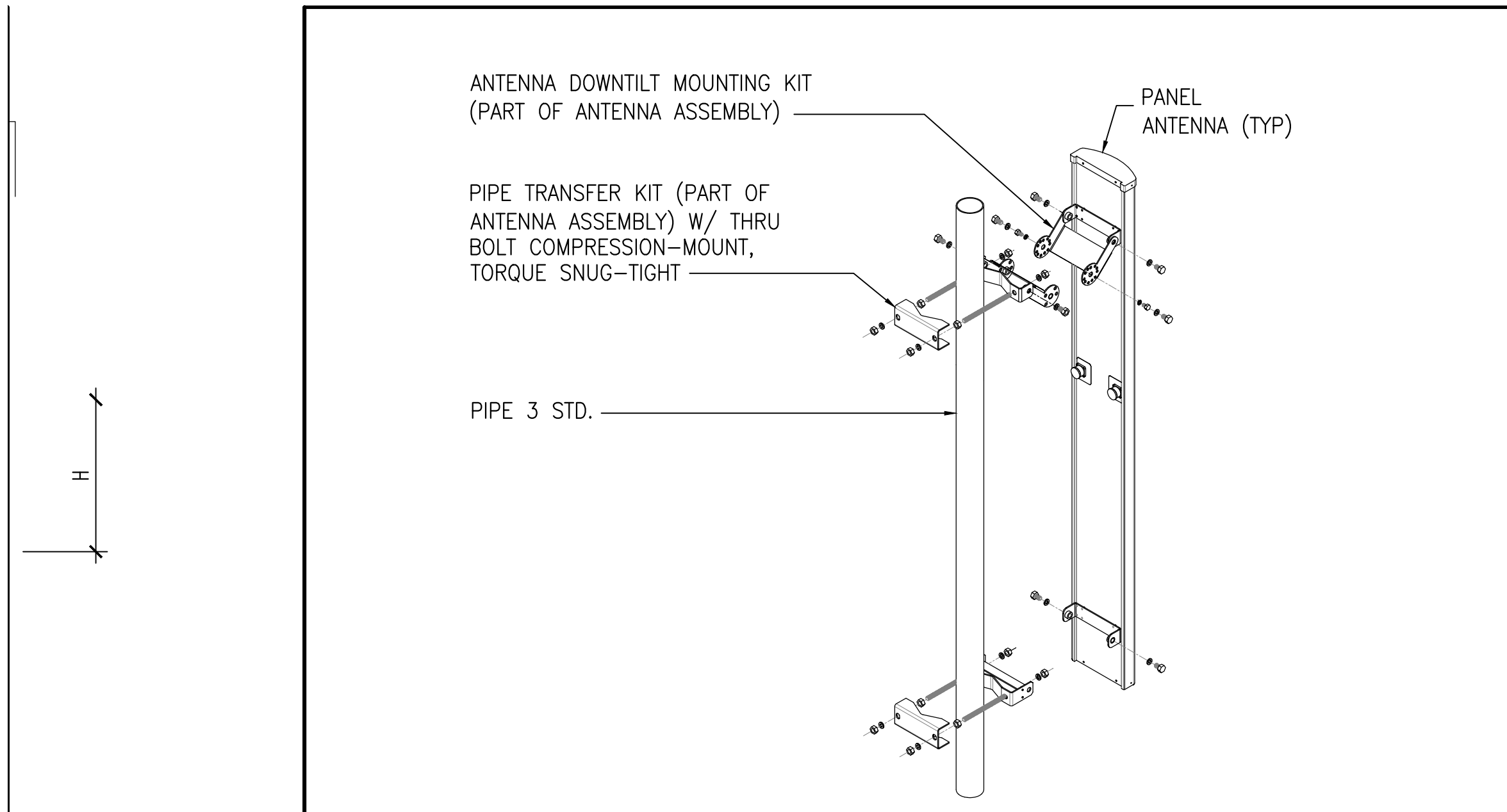
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REV	DATE	DESCRIPTION
A	04-25-23	PRELIM ZD
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A&E PROJECT NUMBER
SDSAN00437B

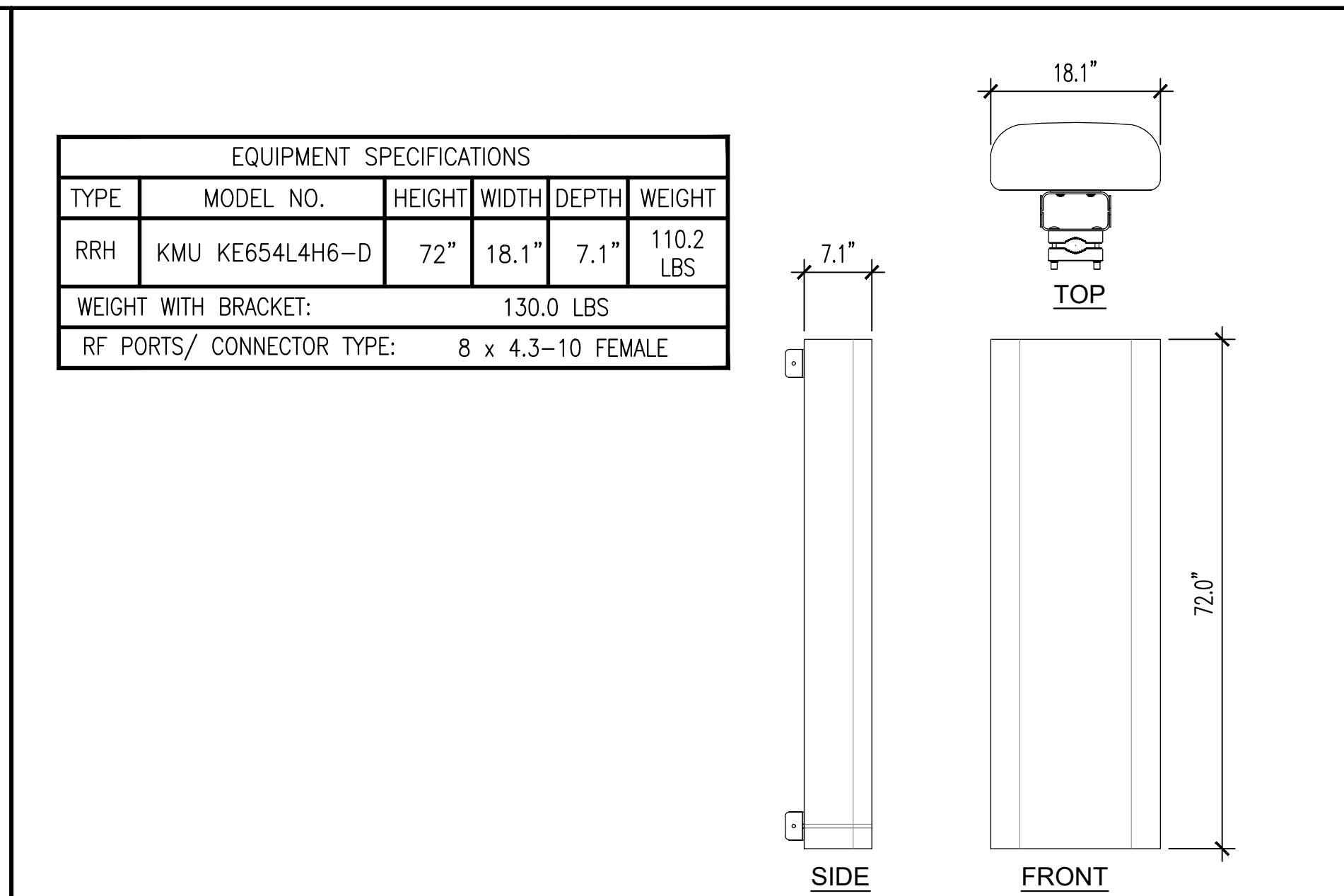
DISH WIRELESS LLC
PROJECT INFORMATION
SDSAN00437B
FALLBROOK PUBLIC UTILITY DISTRICT
990 E MISSION ROAD
FALLBROOK, CA 92088-2290

SHEET TITLE
ELEVATIONS

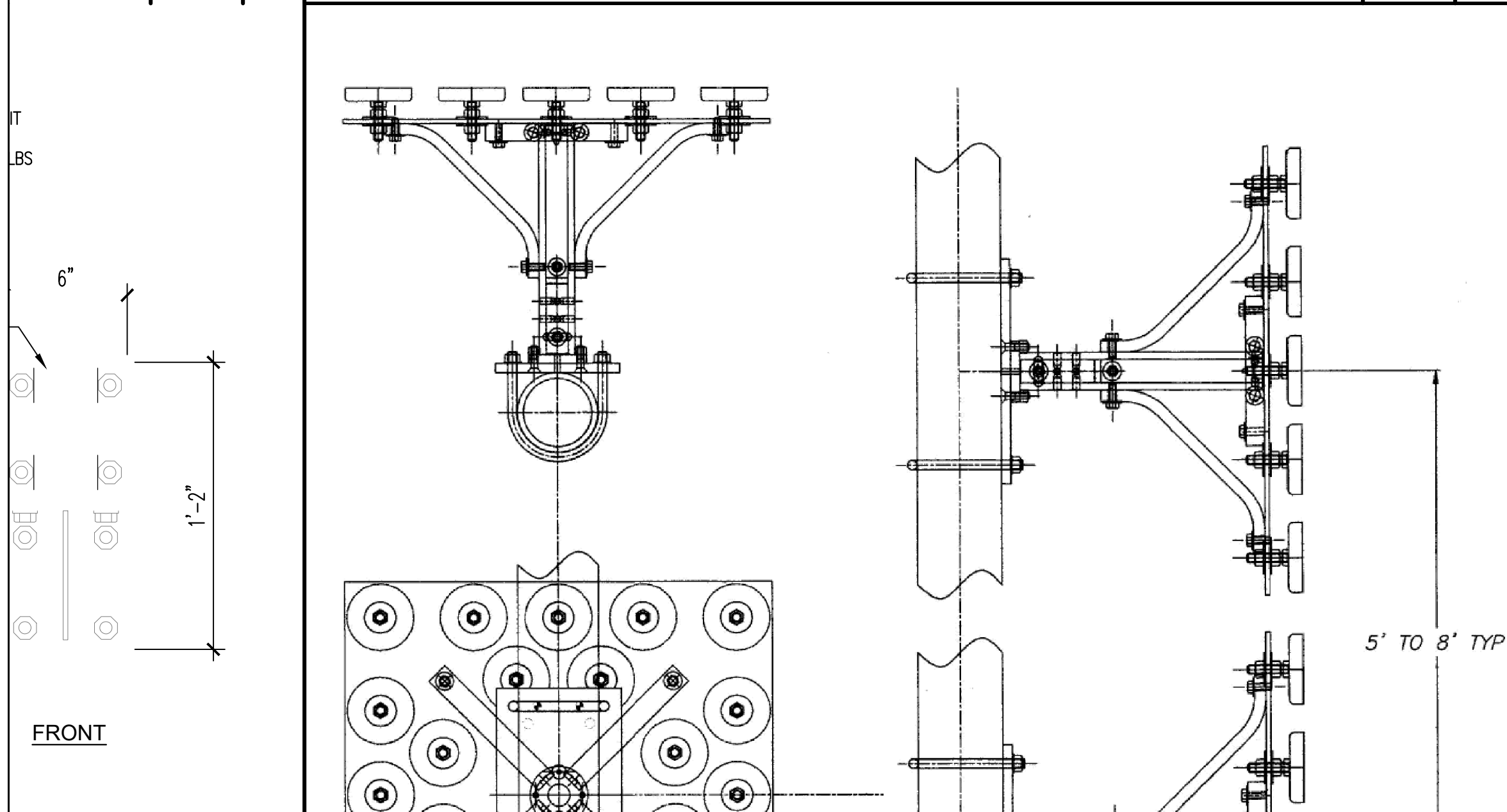
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A-4



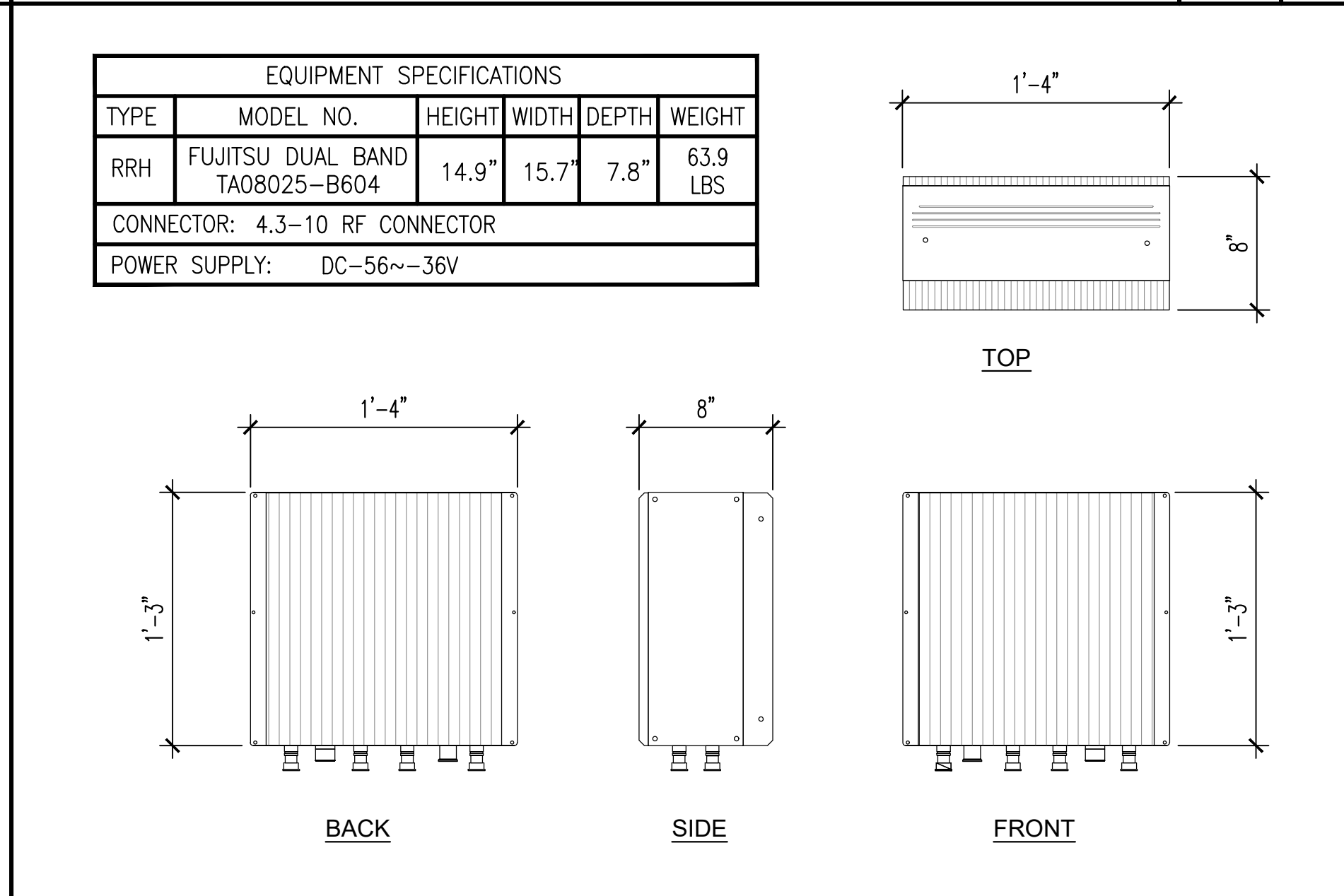
SCALE 3/4"=1'-0" 7 DOWNTILT BRACKET ASSEMBLY (PRE-FAB) SCALE N.T.S. 4



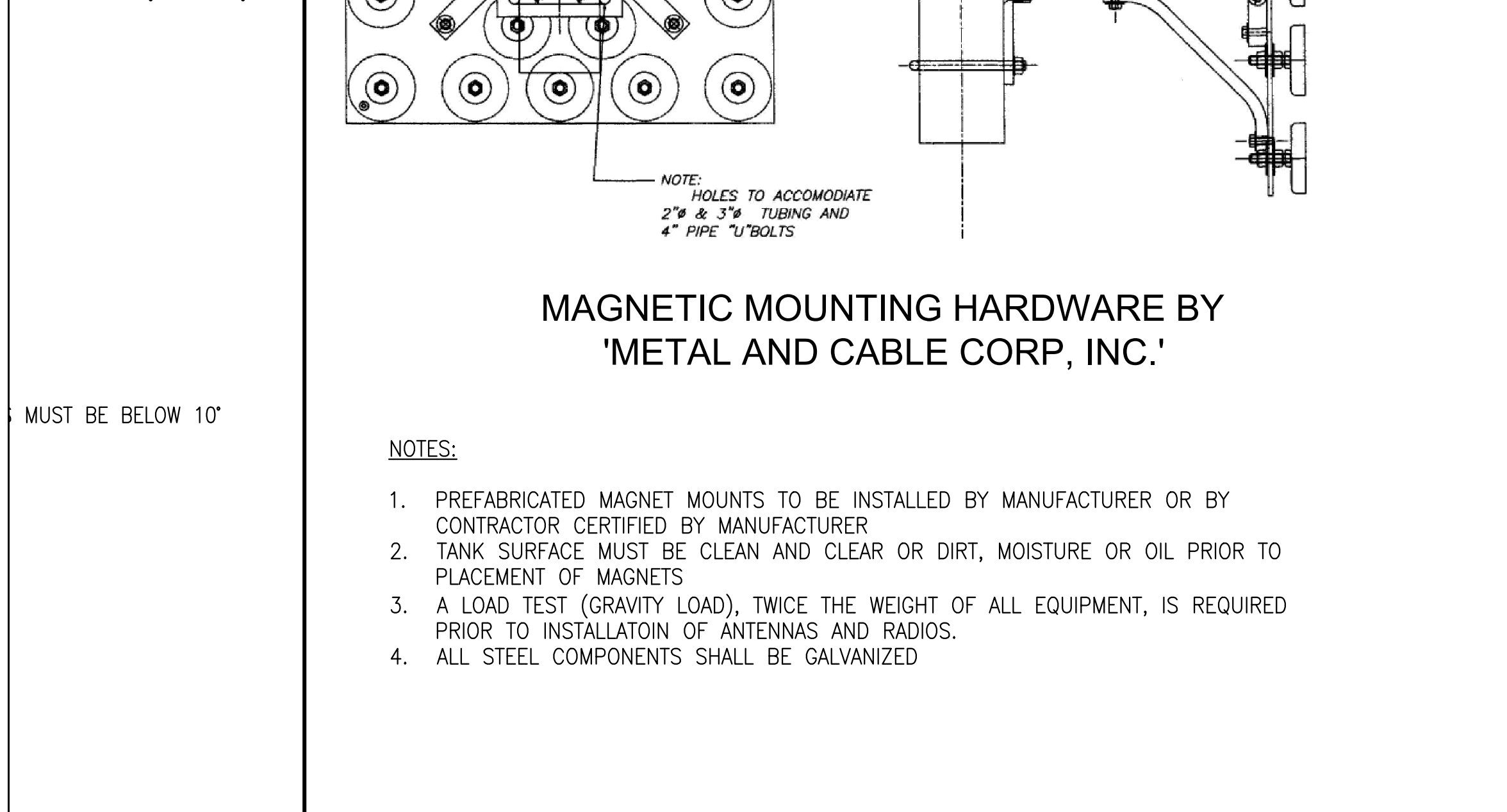
SCALE 3/4"=1'-0" 1 ANTENNA DETAIL



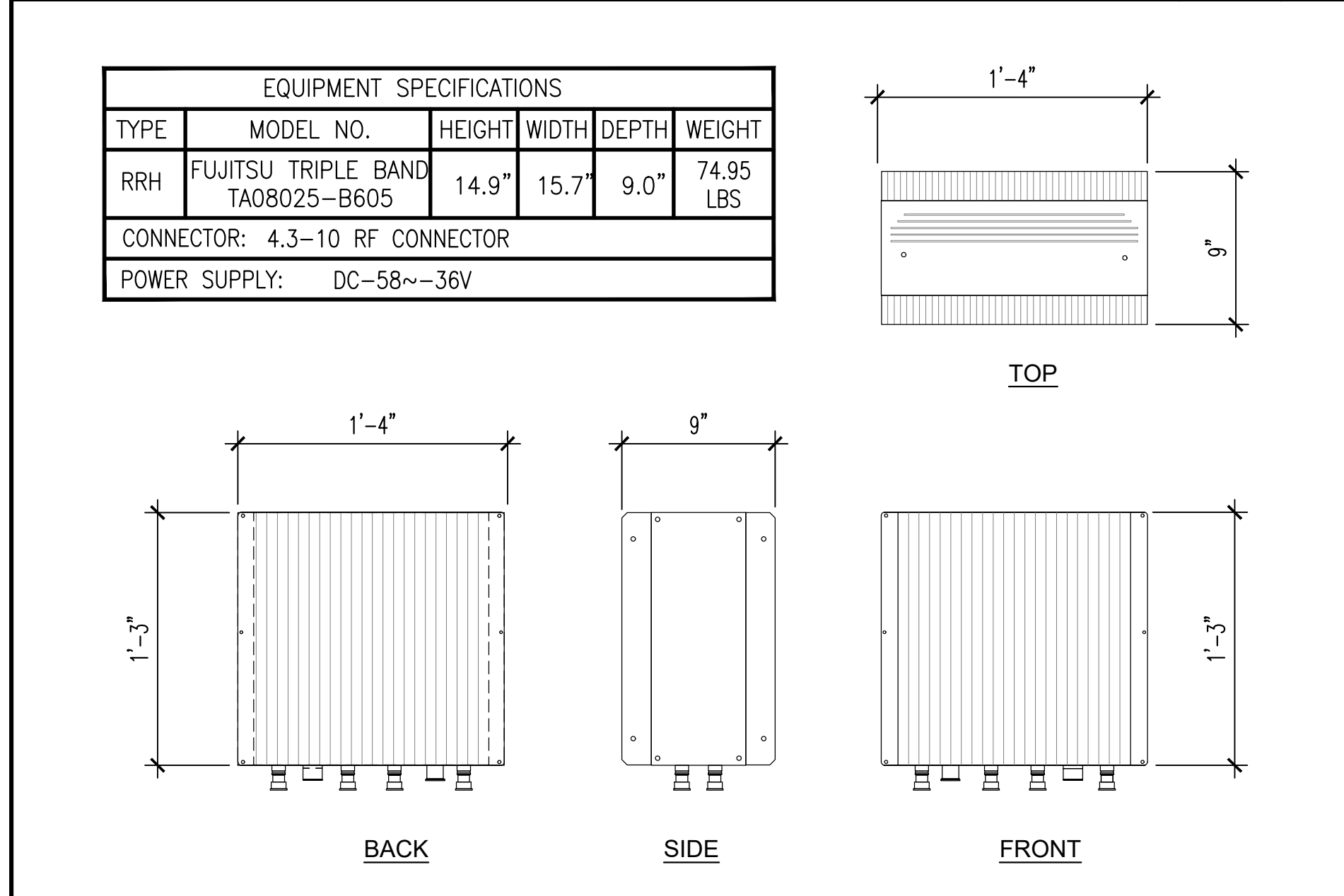
SCALE 2"=1'-0" 8 MAGNETIC MOUNTING HARDWARE BY 'METAL AND CABLE CORP, INC.'



SCALE 1-1/2"=1'-0" 2 RRH DETAIL



SCALE N.T.S. 9 MAGNET MOUNT FOR ANTENNA AND RRH



SCALE 1-1/2"=1'-0" 3 RRH DETAIL

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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APPROVED BY : JY
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ZONING DRAWINGS

SUBMITTALS

REV	DATE	DESCRIPTION
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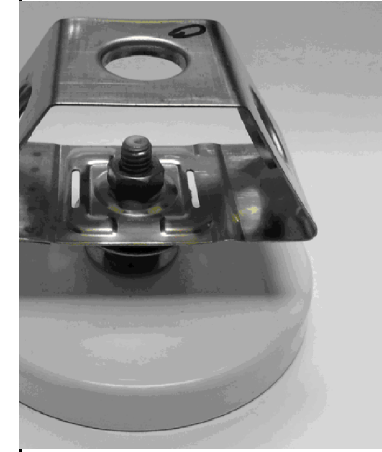
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FALLBROOK, CA 92088-2290

SHEET TITLE
DETAILS

SHEET NUMBER
D-1

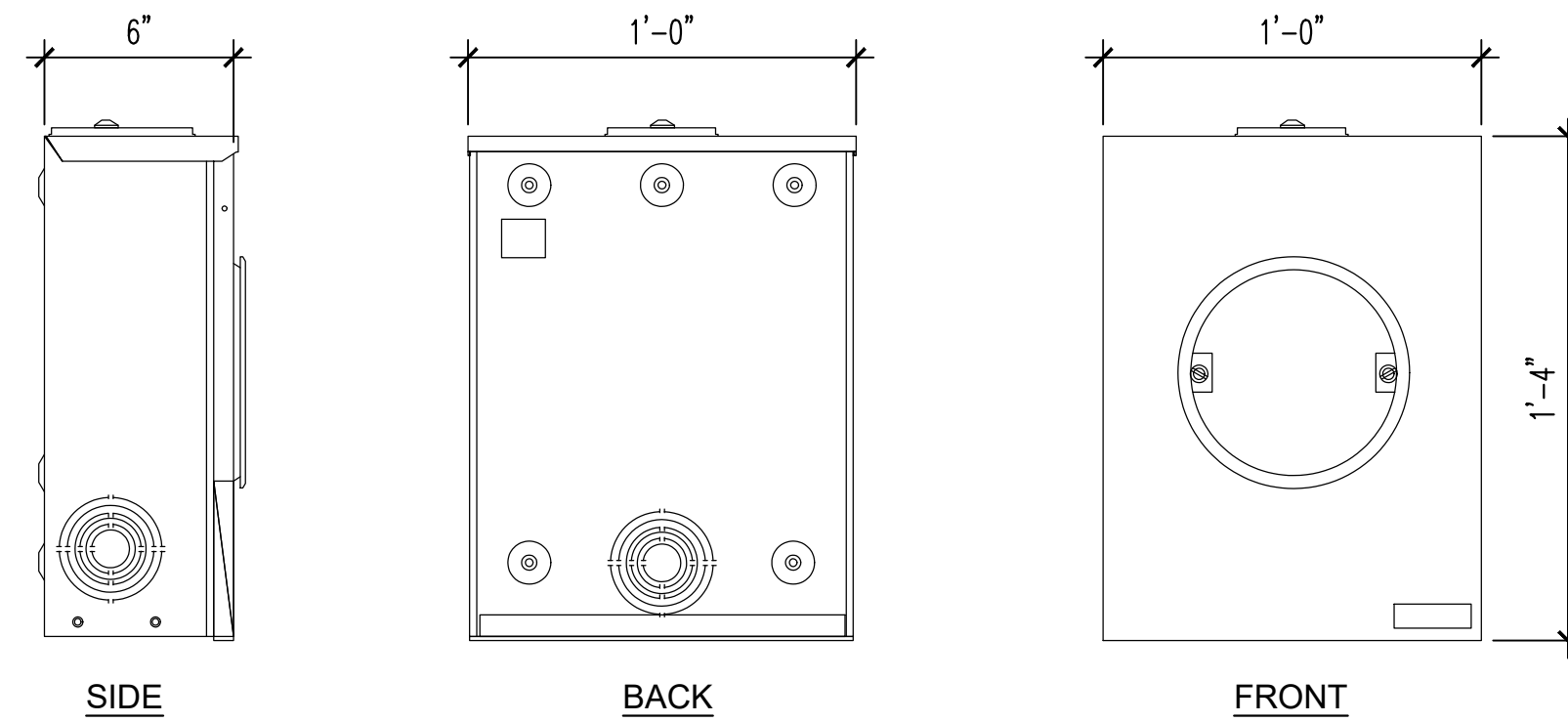
H WEIGHT
8 LBS



MMSA-38 MOUNT

NOTES:
TANK USING MAGNET

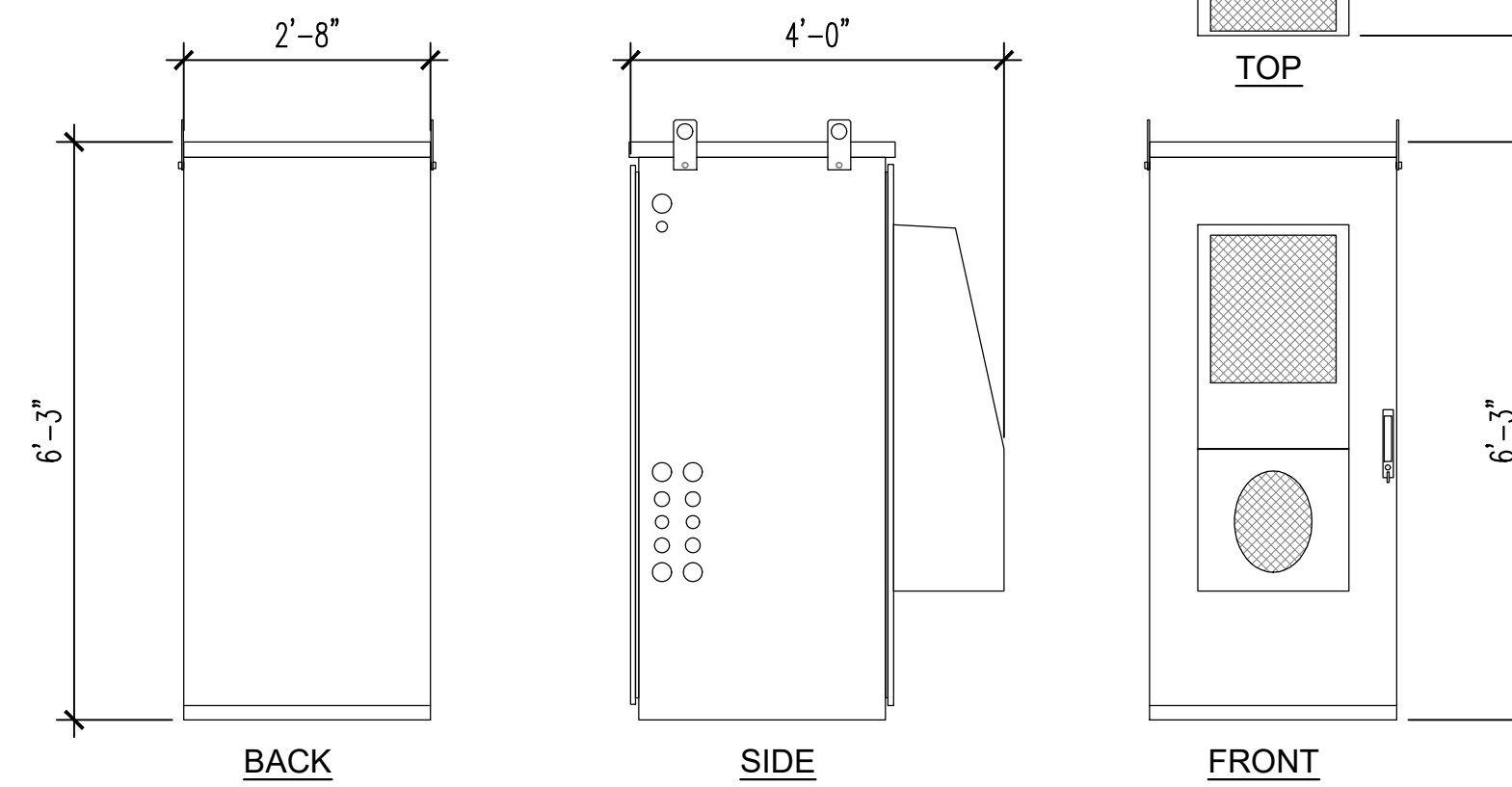
EQUIPMENT SPECIFICATIONS					
TYPE	MODEL NO.	HEIGHT	WIDTH	DEPTH	WEIGHT
EATON METER SOCKET (RING)	UNRRS213BEUSE	16.0"	12.0"	6.0"	18 LBS
MAIN AMPERE RATING : 200A					



SCALE
2"=1'-0"

7 METER SOCKET DETAIL

EQUIPMENT SPECIFICATIONS					
TYPE	MODEL NO.	HEIGHT	WIDTH	DEPTH	WEIGHT
GREAT LAKES	DC#12804-HX	75.0"	32.0"	48.4"	1500 LBS



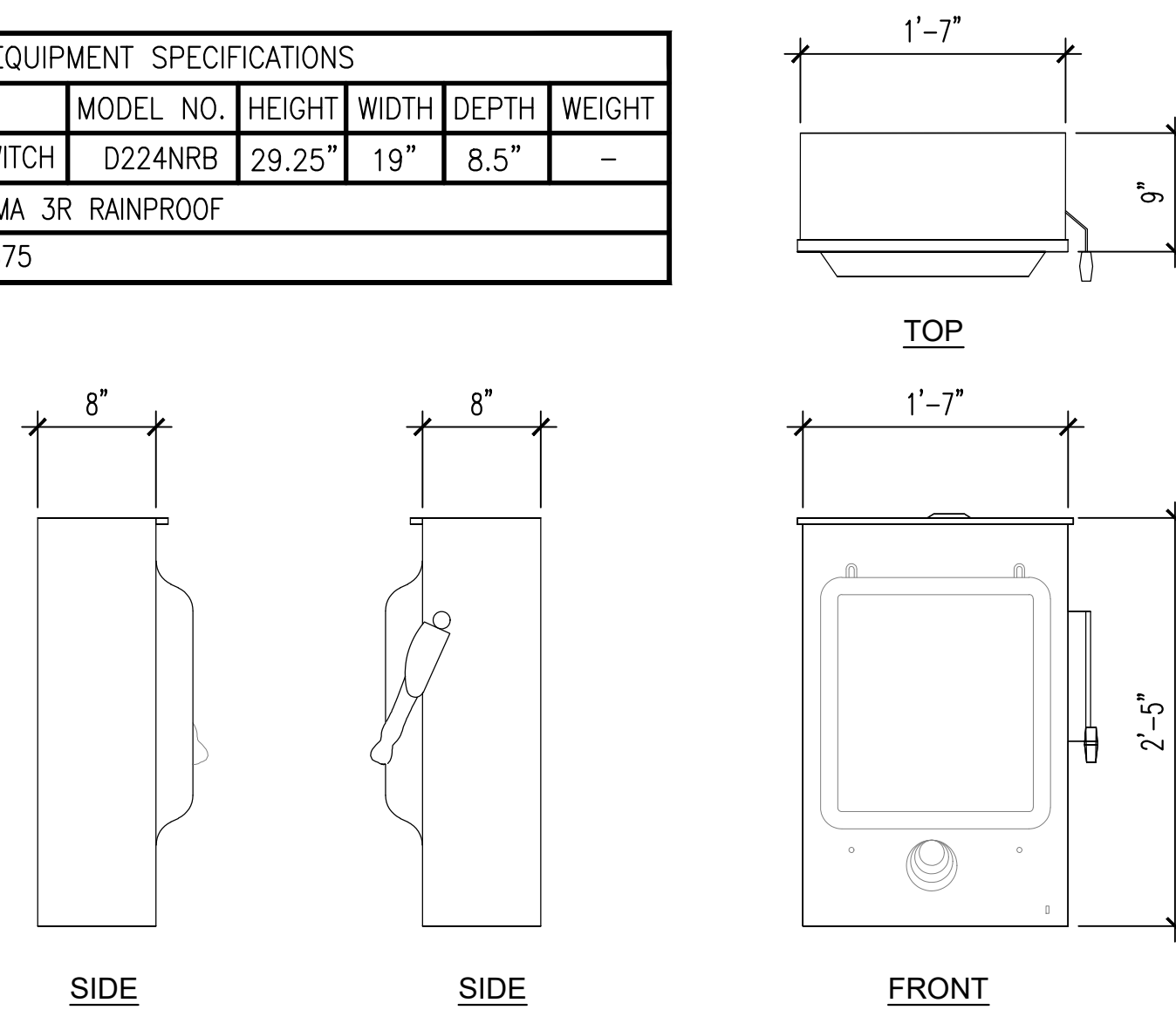
SCALE
2"=1'-0"

4 CABINET DETAIL

SCALE
1/2"=1'-0"

1

EQUIPMENT SPECIFICATIONS					
TYPE	MODEL NO.	HEIGHT	WIDTH	DEPTH	WEIGHT
SQUARE D SAFETY SWITCH	D224NRB	29.25"	19"	8.5"	-
ENCLOSURE TYPE: NEMA 3R RAINPROOF					
UL LISTED: FILE E-2875					



SCALE
1"=1'-0"

8 SAFETY SWITCH DETAIL

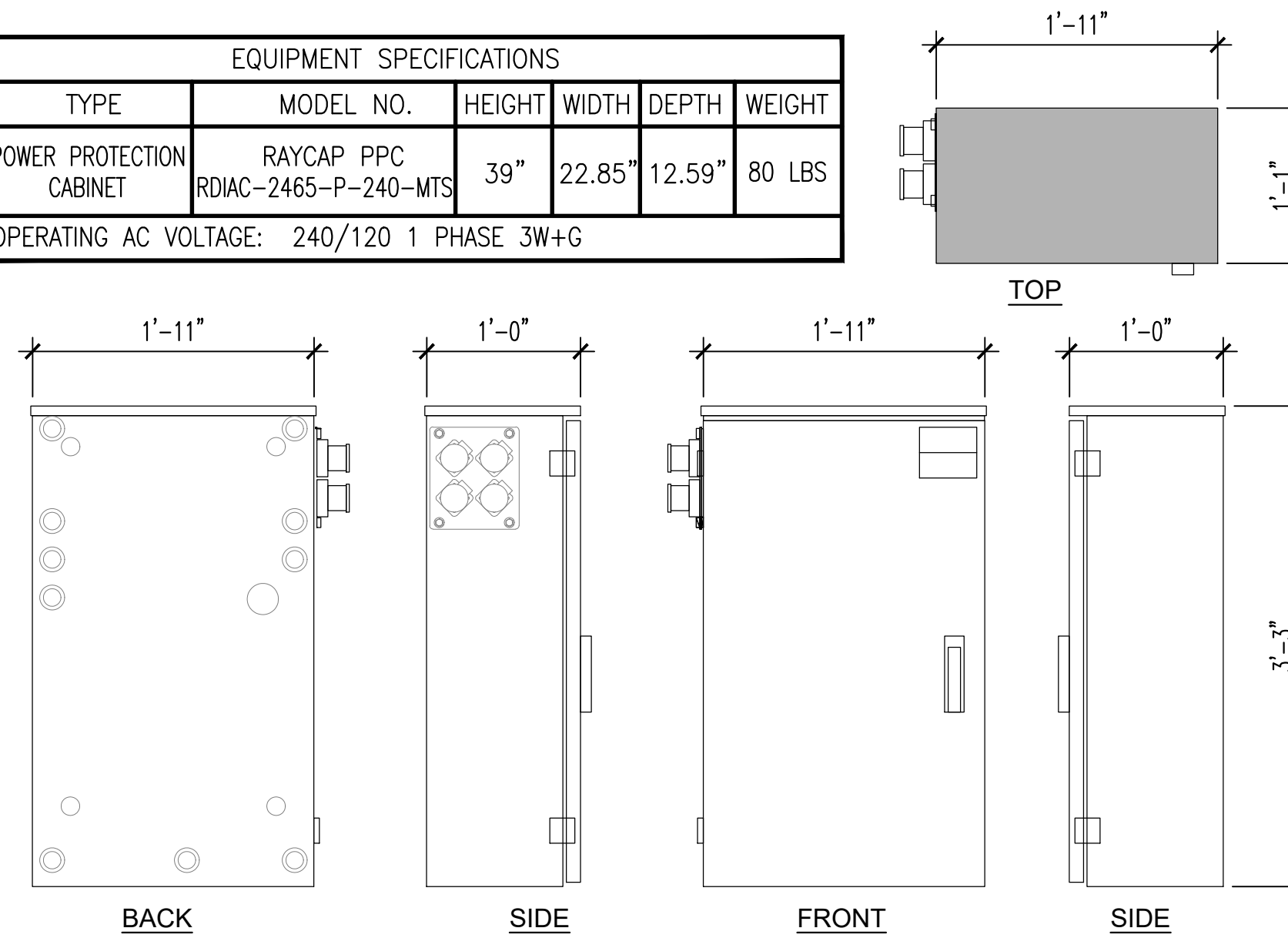
SCALE
1"=1'-0"

5 POWER PROTECTION CABINET (PPC) DETAIL

SCALE
1"=1'-0"

2

EQUIPMENT SPECIFICATIONS					
TYPE	MODEL NO.	HEIGHT	WIDTH	DEPTH	WEIGHT
POWER PROTECTION CABINET	RAYCAP PPC RDIAC-2465-P-240-MTS	39"	22.85"	12.59"	80 LBS
OPERATING AC VOLTAGE: 240/120 1 PHASE 3W+G					



SCALE
-

9 NOT USED

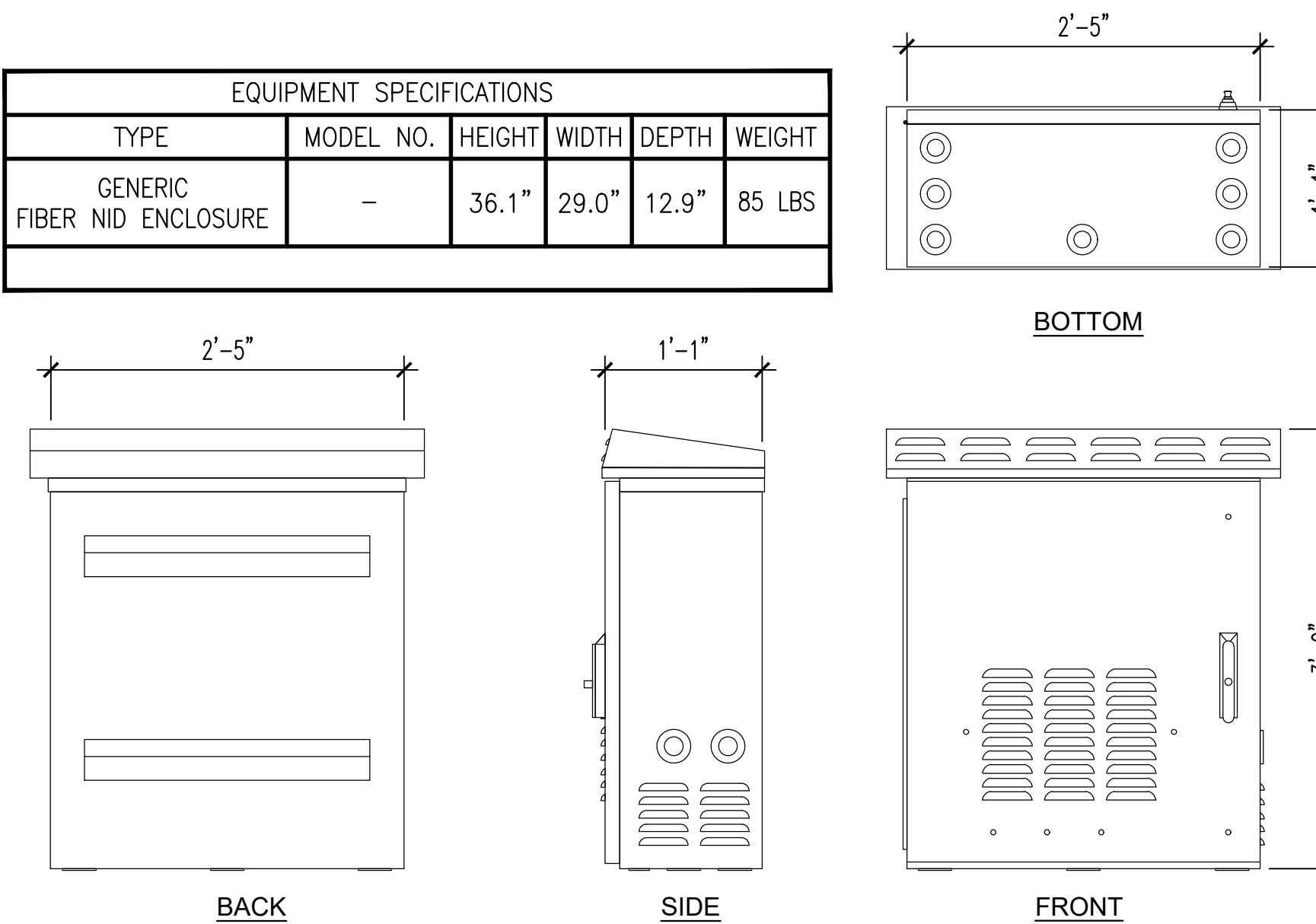
SCALE
1"=1'-0"

6 FIBER NID ENCLOSURE DETAIL

SCALE
1"=1'-0"

3

EQUIPMENT SPECIFICATIONS					
TYPE	MODEL NO.	HEIGHT	WIDTH	DEPTH	WEIGHT
GENERIC FIBER NID ENCLOSURE	-	36.1"	29.0"	12.9"	85 LBS



dish
wireless™

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

QUALTEK
WIRELESS

10 PASTEUR, SUITE 100
IRVINE, CA 92618-3815

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ARCHITECT TO ALTER THIS DOCUMENT

DRAWN BY : FC
CHECKED BY : JY
APPROVED BY : JY
RFDS VERSION : -
RFDS DATE : XX-XX-XX

ZONING
DRAWINGS

SUBMITTALS

REV	DATE	DESCRIPTION
A	04-25-23	PRELIM ZD
A	05-01-23	PRELIM ZD W/ ARCH. DETAILS

A&E PROJECT NUMBER
SDSAN00437B

DISH WIRELESS LLC
PROJECT INFORMATION
SDSAN00437B
FALLBROOK PUBLIC UTILITY DISTRICT
990 E MISSION ROAD
FALLBROOK, CA 92088-2290

SHEET TITLE
DETAILS

SHEET NUMBER
D-2

EXHIBIT “E”

Not Used

EXHIBIT “F”

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT (“Memorandum”) is executed as of _____, 20__, by and between **FALLBROOK PUBLIC UTILITY DISTRICT** (“Licensor”), and **DISH Wireless L.L.C.** (“Licensee”).

RECITALS

WHEREAS, Licensor and Licensee have executed that certain Communications Site License Agreement (“Agreement”) dated as of _____, 2023, covering certain premises (“Premises”) situated on certain real property located in the County of San Diego, State of California (the "Property", more particularly described in Exhibit “1” attached hereto and incorporated herein by this reference); and

WHEREAS, Licensor and Licensee desire to record notice of the Agreement in the Official Records of San Diego County, California;

NOW, THEREFORE, in consideration of the foregoing, Licensor and Licensee hereby declare as follows:

1. Demise. Licensor has entered into a License of the Premises with Licensee (together with access rights), subject to the terms, covenants and conditions contained in the Agreement.
2. Expiration Date. The term of the Agreement (“Term”) is scheduled to commence on or before November 30, 2023, and shall expire five (5) years thereafter, subject to Licensee’s option to extend the Term for three (3) additional five (5) year periods pursuant to Section 4 of the Agreement.
3. Agreement Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Agreement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control.

[Signatures located on the following page.]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum as of the date and year first written above.

LICENSOR:

FALLBROOK PUBLIC UTILITY DISTRICT

By: _____
Name: _____
Its: _____
Date: _____

LICENSEE:

DISH Wireless L.L.C.

By: _____
Name: _____
Its: _____
Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

[INSERT]

EXHIBIT "1"

DESCRIPTION OF THE PROPERTY

M E M O

TO: Board of Directors
FROM: Engineering & Operations Committee
DATE: October 23, 2023
SUBJECT: SMRCUP In Kind Services

Description

The Santa Margarita River Conjunctive Use Project Settlement Agreement (SMRCUP) allows for the District to perform or contract “in kind services” as a form of payment for money owed to Camp Pendleton (CPEN) for deliveries of project water.

Purpose

The SMRCUP agreement allows for various water delivery scenarios and defines the costs to be paid in each scenario. Specifically:

- Entitlement Water, which is the contractual volume determined by hydrological condition.
- Excess Water, which is extra water delivered by CPEN above the entitlement volume.
- Imported Water, which is water imported from Lake Skinner in the event that sufficient water is not available in the Santa Margarita River aquifer.

The volumes of water in each category and associated costs are tracked throughout the “water delivery year”, and an annual reconciliation payment is made within 60 days of the end of the delivery year. Per the agreement, a portion of this payment may be deposited into an account and later used by CPEN to satisfy future financial obligations they may have to the District.

The agreement also allows the District to perform or contract water utility services to support CPEN’s “water infrastructure, serve the public interest, and further the national defense mission of MCB CPEN and the Department of the Navy.” The cost of these services are tracked and offset the year-end reconciliation payment due for water delivered. If the value of services provided exceeds the year end payment for water delivered, funds held in the project account are used to pay the difference. Per the agreement, in kind services performed must have a value less than the combined amount held in the account and owed to CPEN for delivered water.

The agreement also provides liability limits and assignment of liability for contracted work.

Because the approved agreement authorizes “FPUD” to enter agreements of this nature with CPEN, staff are recommending that the Board designate the General

Manager as the authorized designee to approve in kind services when requested by CPEN.

Staff are currently working to execute the first project that would qualify as in kind services within the SMRCUP agreement. A levee on the infiltration basin was damaged by the high levels of storm water runoff over the last year. The basin is where river flows are diverted for infiltration and storage in the aquifer, and then later pumped to the District. The damaged levee limits the volume of water the project can capture and store during high river flows, and needs to be repaired as soon as possible. CPEN staff developed construction drawings, and District staff have advertised the project for bids. The bid opening is scheduled for November 1.

Budgetary Impact

There is no budgetary impact. Any projects performed are paid for by funds already expended on the cost of water from the SMRCUP agreement.

Recommended Action

That the Board authorize the General Manager as the designee to approve in kind services for the SMRCUP when requested by CPEN.

MEMO

TO: Board of Directors
FROM: Personnel Committee
DATE: October 23, 2023
SUBJECT: Systems Technician Position

Purpose

To obtain approval for the creation of a new Systems Technician position and the related update to the organizational chart.

Summary

The District proposes the creation of a new position, Systems Technician, to provide additional SCADA, GIS, and EAM support, in addition to other communications and automated control systems.

This position will replace the recently vacant crew leader position, as staff have determined a greater need for a new position to provide much-needed systems support to ensure the District’s ability to maintain 24/7 reliability and functionality. This position retains some of the characteristics of the crew lead position, while providing support for users of asset management, GIS, and other software systems.

Budgetary Impact

The original crew lead salary range (25) was included as a benchmark classification for the salary study that was completed, with the results as follows:

Top Monthly Salary				
FPUD	Market Average	% above or below	Market Median	% above or below
\$ 7,375	\$ 8,644	-17.2%	\$ 9,026	-22.4%

The current salary was 22.4% below the market median. It is recommended to adjust the salary to be within the median of comparable positions and agencies. The proposed new Systems Technician position has been included in the 70 total budgeted positions for the FY 2023-24 budget. It is suggested that the position will be filled at the entry level, salary range 29, which is currently \$8,141 - \$10,166 monthly or \$97,697.60 - \$121,992.00 annually. The updated salary range brings this position closer to the median average for similar positions at other agencies. The annual salary increase from the previous salary range of 25 is \$9,192 annually.

Recommended Action

That the Board approve the new position and the resulting organizational chart change.

**Proposed Job Description
Systems Technician**

SYSTEMS TECHNICIAN

DEFINITION

Under general direction, performs a variety of complex technical duties in the administration and maintenance of the District's geographic information system (GIS), supervisory control and data acquisition (SCADA) system, business and SCADA network infrastructure, enterprise asset management (EAM) and other communications and automated control systems.

EXAMPLES OF DUTIES

- Assists in troubleshooting and maintaining all SCADA system network and control assets throughout the District's potable and recycled water treatment facilities, sewage lift station, distribution system pump stations, pressure regulating facilities, and reservoirs, to insure 24/7 reliability and functionality;
- Assists with the development and maintenance of interfaces among District systems such as GIS, SCADA, EAM, and other communications and automated control systems;
- Provides application support for users of asset management, GIS, and other software systems, including development of queries, reports, and other functions that require knowledge of common programming languages;
- Codes graphical interface displays using multiple programming languages to integrate and automate SCADA data in accordance with user requirements, new and changing technologies, industry standards, and regulatory compliance;
- Administrates SCADA system automated reporting system software;
- Assists with administration of the District's computerized maintenance management system;
- Works with District staff in the design, development and testing of the radio frequency (RF) communication network, the integration, development and testing of new facilities in the SCADA development environment, and the security and optimized performance of all systems;
- Designs, installs, configures, and troubleshoots data communications equipment for critical SCADA, RF and plant programmable logic controller (PLC) networks;
- Assists in installing multi-platform interfaces;
- Designs, programs, maintains, and upgrades process controls from PLC ladder logic to field equipment for water/wastewater treatment and critical power distribution systems;
- Assists in ensuring consistent, reliable operation of critical power generation control systems including PLCs, solar tracking systems, power quality monitors (PQM), and telemetry equipment;
- Configures and maintains SCADA alarm notification systems;
- Assists with activities associated with the installation, service, and preventive maintenance of SCADA systems;
- Observes and complies with all District and mandated safety rules, regulations, and protocols; and

SYSTEMS TECHNICIAN

- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, methods, and techniques in the design and operation of SCADA system controllers and devices;
- Network systems architecture;
- A diverse range of programming languages used by the District and the SCADA industry, including ladder logic, function block, and structured text;
- Theory, concepts, principles and practices of process control technology;
- Principles and practices of configuring, troubleshooting diagnosing and maintaining PLCplant control sub-systems, network switches, routers, firewalls, RTU systems, and RF systems;
- General operational characteristics of water and wastewater treatment and distribution systems;
- Methods and techniques of troubleshooting systems and devices;
- Methods and techniques of installing, configuring, administering, and monitoring a diverse range of physical and virtual systems;
- Methods and techniques of evaluating system effectiveness and responding accordingly;
- Security and monitoring devices, and procedures necessary to maintain the integrity and security of data in networked systems;
- Principles and practices of systems analysis and design for the development and management of SCADA systems;
- Principles, practices, and methods of network design, and administration, including connectivity, protocols, interfaces, and security measures;
- Methods of managing and administering server-based operating systems;
- Principles and practices of database design, administration, and functionality;
- Methods and techniques of PLC ladder logic programming, designing interfaces, and SCADA system device configuration;
- Federal, state, and local laws, codes, and regulations in assigned areas of responsibility.
- District and mandated safety rules, regulations, and protocols;
- Safe work practices for industrial electrical environments, water/wastewater treatment facilities;
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed; and
- English usage, verbal and written.

SYSTEMS TECHNICIAN

Ability to:

- Provide professional level support to the District's SCADA systems and devices;
- Troubleshoot a diverse range of systems hardware and software and make or recommend modifications;
- Install, configure, maintain, and administer networked systems hardware and software including servers;
- Identify nominal voltage and other electrical hazards and make risk assessments while working at water/wastewater facilities and remote industrial sites;
- Design, program, troubleshoot, process controls from the Human Machine Interface (HMI) to field device;
- Monitor systems performance and recommend and implement changes to optimize system reliability and availability;
- Performs database management and administration tasks including tuning, storage, and backup and recovery measures;
- Implement security measures in assigned technology area;
- Configure, maintain, and manage data and voice communication networks and infrastructure to achieve optimal technical performance and user support;
- Apply critical thinking techniques for a broad range of situations;
- Prepare clear, concise, and accurate documentation, user guides, reports of work performed, and other written materials;
- Use modern, state-of-the-art precision and diagnostic instruments, computers, and specialized software to test, calibrate, and diagnose complex telecommunication systems, devices, and equipment;
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments;
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines;
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks;
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar; and
- Establish and maintain effective working relationships with other employees.

LICENSES AND CERTIFICATION

- Possession of a valid and appropriate California driver's license; and
- Cisco Certified Network Associate (CCNA) certification highly desirable

EDUCATION, TRAINING AND EXPERIENCE

- HS Diploma or GED;

SYSTEMS TECHNICIAN

- Rockwell Automation Logix and Schneider EcoStruxure Geo SCADA Expert software training and experience highly desirable
- Minimum of two years of progressively responsible experience providing professional support to SCADA and GIS systems; ESRI ArcGIS experience highly preferable.

PHYSICAL DEMANDS

- Sees details at close range and ability to accurately discern different colors;
- Drives in District vehicles to/from various work sites;
- Lifts, carries, pushes and pulls materials and objects up to 40 pounds;
- Finger dexterity to access, enter, and retrieve data using a computer keyboard and to operate standard office equipment;
- Hears well enough to receive communication by phone, radio and in person. Hears changes in the environment that may indicate equipment malfunction or other hazardous conditions;
- Smells changes in the environment that may indicate equipment malfunction or other hazardous conditions;
- Bends, stoops, kneels, reaches, pushes, and pulls; and
- Occasionally ascends/descend ladders up to 80 feet in height.

WORK ENVIRONMENT

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and occasionally work in an industrial area with exposure to chemical, biological, and electrical hazards. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

SALARY RANGES

Range 29

Proposed Salary Schedule

SALARY SCHEDULE
Effective July 1, 2023

Classification	Positions	Salary Range
Accounting Technician I & II	2	12 / 16
Collection Supervisor	1	30 & 32
Construction Supervisor	1	32
Customer Service Representative I & II	1	7 / 11
Customer Service Specialist	2	17
Engineering Technician I, II & III	3	16-17 / 20-21 / 26-27
Environmental Compliance Technician	1	26 / 28
Equipment Mechanic	1	18
Executive Assistant/ Board Secretary	1	34
Geographical Information Systems (GIS) Coordinator	1	27
Human Resources Technician	1	16
Information Systems Technician	1	26
Instrumentation, Electrical & Controls Technician I/II	2	20-21 / 25-28
Laboratory Technician I & II	1	20-21 / 24-25
Lead Plant Operator	2	27-28
Maintenance Technician I/II	1	18-20 / 21-24
Management Analyst	1	26
System Services Supervisor	1	32
Operations Specialist	1	16-17
Plant Operator (I-T), I, II	2	11-12 / 17-18 / 21-22
Public Information Officer	1	25
Purchasing/Warehouse/Fleet Supervisor	1	34-35
Safety & Risk Officer	1	36-38
Senior Maintenance Technician	1	29-32
System Operations Supervisor	1	35
Systems Operator I, II, III	4	18 / 22 / 26
<u>Systems Technician</u>	<u>1</u>	<u>29</u>
Crew Leader (Water and Wastewater)	5	23-25
Utility Worker I, II, III (Water and Wastewater)	18	10-11 / 14-15 / 18-19
Warehouse/Purchasing Specialist	1	15-16
Water/Wastewater Operator I/II/III	1	12/19/26
<u>Management (Exempt)</u>		
General Manager	1	\$259,672
Assistant General Manager/CFO	1	60
Chief Plant Operator	1	35-36
Engineering Manager	1	54
Field Services Manager	1	49 & 51
Human Resources Manager	1	47
Operations Manager	1	53
SCADA, Electrical & Maintenance Supervisor	1	34-35
Supervising Accountant	1	35-36

Board Approved. Effective July 01, 2023

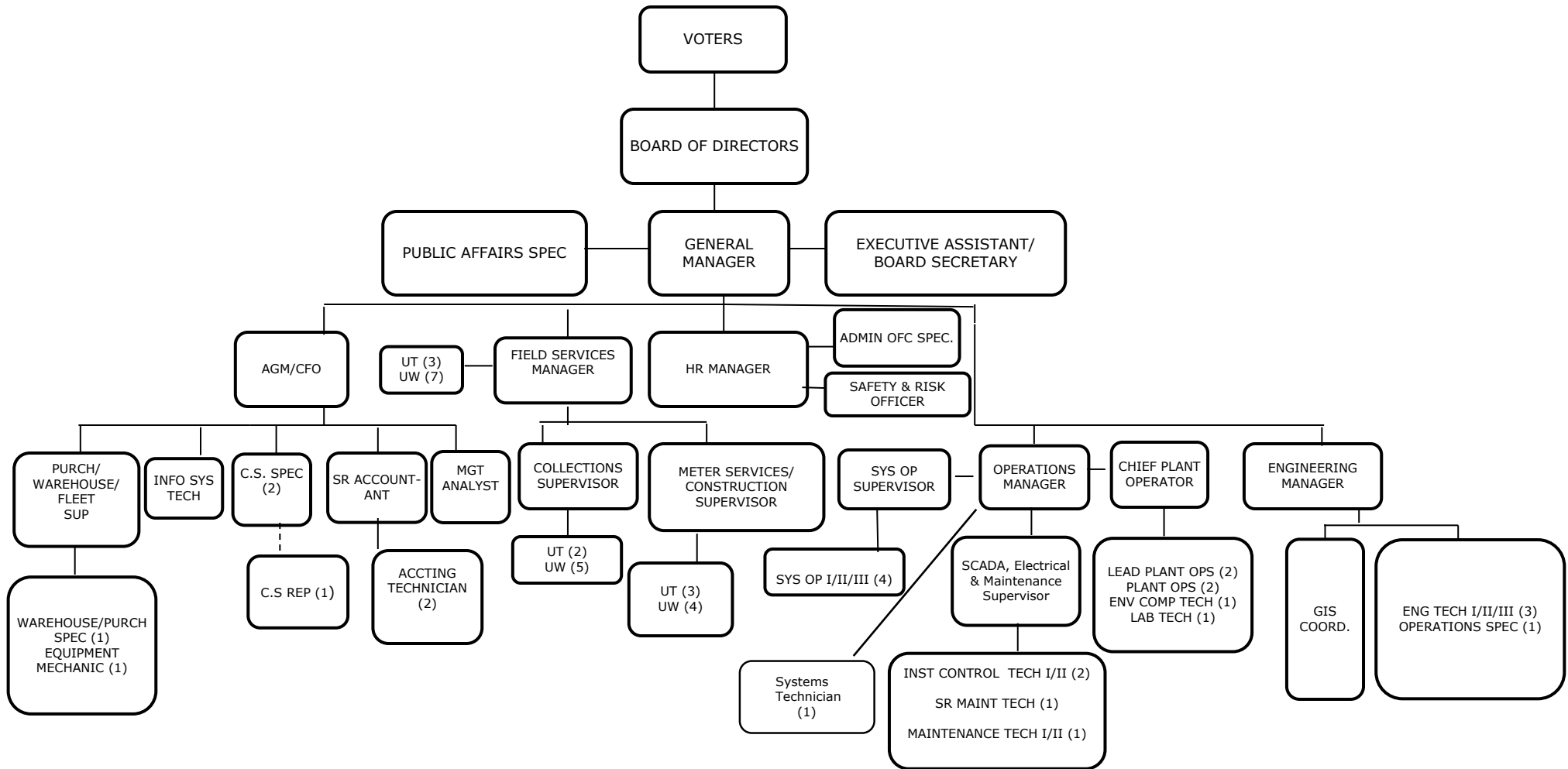
Range #	FY 23-24 Hourly Salary Range									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1	\$23.52	\$24.11	\$24.72	\$25.34	\$25.97	\$26.62	\$27.28	\$27.96	\$28.67	\$29.38
2	\$24.11	\$24.72	\$25.34	\$25.97	\$26.62	\$27.28	\$27.96	\$28.67	\$29.38	\$30.11
3	\$24.72	\$25.34	\$25.97	\$26.62	\$27.28	\$27.96	\$28.67	\$29.38	\$30.11	\$30.87
4	\$25.34	\$25.97	\$26.62	\$27.28	\$27.96	\$28.67	\$29.38	\$30.11	\$30.87	\$31.64
5	\$25.97	\$26.62	\$27.28	\$27.96	\$28.67	\$29.38	\$30.11	\$30.87	\$31.64	\$32.43
6	\$26.62	\$27.28	\$27.96	\$28.67	\$29.38	\$30.11	\$30.87	\$31.64	\$32.43	\$33.24
7	\$27.28	\$27.96	\$28.67	\$29.38	\$30.11	\$30.87	\$31.64	\$32.43	\$33.24	\$34.07
8	\$27.96	\$28.67	\$29.38	\$30.11	\$30.87	\$31.64	\$32.43	\$33.24	\$34.07	\$34.92
9	\$28.67	\$29.38	\$30.11	\$30.87	\$31.64	\$32.43	\$33.24	\$34.07	\$34.92	\$35.79
10	\$29.38	\$30.11	\$30.87	\$31.64	\$32.43	\$33.24	\$34.07	\$34.92	\$35.79	\$36.69
11	\$30.11	\$30.87	\$31.64	\$32.43	\$33.24	\$34.07	\$34.92	\$35.79	\$36.69	\$37.61
12	\$30.87	\$31.64	\$32.43	\$33.24	\$34.07	\$34.92	\$35.79	\$36.69	\$37.61	\$38.55
13	\$31.64	\$32.43	\$33.24	\$34.07	\$34.92	\$35.79	\$36.69	\$37.61	\$38.55	\$39.51
14	\$32.43	\$33.24	\$34.07	\$34.92	\$35.79	\$36.69	\$37.61	\$38.55	\$39.51	\$40.50
15	\$33.24	\$34.07	\$34.92	\$35.79	\$36.69	\$37.61	\$38.55	\$39.51	\$40.50	\$41.52
16	\$34.07	\$34.92	\$35.79	\$36.69	\$37.61	\$38.55	\$39.51	\$40.50	\$41.52	\$42.55
17	\$34.92	\$35.79	\$36.69	\$37.61	\$38.55	\$39.51	\$40.50	\$41.52	\$42.55	\$43.62
18	\$35.79	\$36.69	\$37.61	\$38.55	\$39.51	\$40.50	\$41.52	\$42.55	\$43.62	\$44.71
19	\$36.69	\$37.61	\$38.55	\$39.51	\$40.50	\$41.52	\$42.55	\$43.62	\$44.71	\$45.82
20	\$37.61	\$38.55	\$39.51	\$40.50	\$41.52	\$42.55	\$43.62	\$44.71	\$45.82	\$46.97
21	\$38.55	\$39.51	\$40.50	\$41.52	\$42.55	\$43.62	\$44.71	\$45.82	\$46.97	\$48.14
22	\$39.51	\$40.50	\$41.52	\$42.55	\$43.62	\$44.71	\$45.82	\$46.97	\$48.14	\$49.35
23	\$40.50	\$41.52	\$42.55	\$43.62	\$44.71	\$45.82	\$46.97	\$48.14	\$49.35	\$50.58
24	\$41.52	\$42.55	\$43.62	\$44.71	\$45.82	\$46.97	\$48.14	\$49.35	\$50.58	\$51.84
25	\$42.55	\$43.62	\$44.71	\$45.82	\$46.97	\$48.14	\$49.35	\$50.58	\$51.84	\$53.14
26	\$43.62	\$44.71	\$45.82	\$46.97	\$48.14	\$49.35	\$50.58	\$51.84	\$53.14	\$54.46
27	\$44.71	\$45.82	\$46.97	\$48.14	\$49.35	\$50.58	\$51.84	\$53.14	\$54.46	\$55.83
28	\$45.82	\$46.97	\$48.14	\$49.35	\$50.58	\$51.84	\$53.14	\$54.46	\$55.83	\$57.23
29	\$46.97	\$48.14	\$49.35	\$50.58	\$51.84	\$53.14	\$54.46	\$55.83	\$57.23	\$58.65
30	\$48.14	\$49.35	\$50.58	\$51.84	\$53.14	\$54.46	\$55.83	\$57.23	\$58.65	\$60.12
31	\$49.35	\$50.58	\$51.84	\$53.14	\$54.46	\$55.83	\$57.23	\$58.65	\$60.12	\$61.62
32	\$50.58	\$51.84	\$53.14	\$54.46	\$55.83	\$57.23	\$58.65	\$60.12	\$61.62	\$63.17
33	\$51.84	\$53.14	\$54.46	\$55.83	\$57.23	\$58.65	\$60.12	\$61.62	\$63.17	\$64.74
34	\$53.14	\$54.46	\$55.83	\$57.23	\$58.65	\$60.12	\$61.62	\$63.17	\$64.74	\$66.36
35	\$54.46	\$55.83	\$57.23	\$58.65	\$60.12	\$61.62	\$63.17	\$64.74	\$66.36	\$68.02
36	\$55.83	\$57.23	\$58.65	\$60.12	\$61.62	\$63.17	\$64.74	\$66.36	\$68.02	\$69.72
37	\$57.23	\$58.65	\$60.12	\$61.62	\$63.17	\$64.74	\$66.36	\$68.02	\$69.72	\$71.46
38	\$58.65	\$60.12	\$61.62	\$63.17	\$64.74	\$66.36	\$68.02	\$69.72	\$71.46	\$73.26
39	\$60.12	\$61.62	\$63.17	\$64.74	\$66.36	\$68.02	\$69.72	\$71.46	\$73.26	\$75.09
40	\$61.62	\$63.17	\$64.74	\$66.36	\$68.02	\$69.72	\$71.46	\$73.26	\$75.09	\$76.97
41	\$63.17	\$64.74	\$66.36	\$68.02	\$69.72	\$71.46	\$73.26	\$75.09	\$76.97	\$78.89
42	\$64.74	\$66.36	\$68.02	\$69.72	\$71.46	\$73.26	\$75.09	\$76.97	\$78.89	\$80.86
43	\$66.36	\$68.02	\$69.72	\$71.46	\$73.26	\$75.09	\$76.97	\$78.89	\$80.86	\$82.88
44	\$68.02	\$69.72	\$71.46	\$73.26	\$75.09	\$76.97	\$78.89	\$80.86	\$82.88	\$84.96
45	\$69.72	\$71.46	\$73.26	\$75.09	\$76.97	\$78.89	\$80.86	\$82.88	\$84.96	\$87.08
46	\$71.46	\$73.26	\$75.09	\$76.97	\$78.89	\$80.86	\$82.88	\$84.96	\$87.08	\$89.25
47	\$73.26	\$75.09	\$76.97	\$78.89	\$80.86	\$82.88	\$84.96	\$87.08	\$89.25	\$91.49
48	\$75.09	\$76.97	\$78.89	\$80.86	\$82.88	\$84.96	\$87.08	\$89.25	\$91.49	\$93.78
49	\$76.97	\$78.89	\$80.86	\$82.88	\$84.96	\$87.08	\$89.25	\$91.49	\$93.78	\$96.12
50	\$78.89	\$80.86	\$82.88	\$84.96	\$87.08	\$89.25	\$91.49	\$93.78	\$96.12	\$98.52
51	\$80.86	\$82.88	\$84.96	\$87.08	\$89.25	\$91.49	\$93.78	\$96.12	\$98.52	\$100.98
52	\$82.88	\$84.96	\$87.08	\$89.25	\$91.49	\$93.78	\$96.12	\$98.52	\$100.98	\$103.51
53	\$84.96	\$87.08	\$89.25	\$91.49	\$93.78	\$96.12	\$98.52	\$100.98	\$103.51	\$106.09
54	\$87.08	\$89.25	\$91.49	\$93.78	\$96.12	\$98.52	\$100.98	\$103.51	\$106.09	\$108.75
55	\$89.25	\$91.49	\$93.78	\$96.12	\$98.52	\$100.98	\$103.51	\$106.09	\$108.75	\$111.47
56	\$91.49	\$93.78	\$96.12	\$98.52	\$100.98	\$103.51	\$106.09	\$108.75	\$111.47	\$114.25
57	\$93.78	\$96.12	\$98.52	\$100.98	\$103.51	\$106.09	\$108.75	\$111.47	\$114.25	\$117.11
58	\$96.12	\$98.52	\$100.98	\$103.51	\$106.09	\$108.75	\$111.47	\$114.25	\$117.11	\$120.04
59	\$98.52	\$100.98	\$103.51	\$106.09	\$108.75	\$111.47	\$114.25	\$117.11	\$120.04	\$123.04
60	\$100.98	\$103.51	\$106.09	\$108.75	\$111.47	\$114.25	\$117.11	\$120.04	\$123.04	\$126.12
61	\$103.51	\$106.09	\$108.75	\$111.47	\$114.25	\$117.11	\$120.04	\$123.04	\$126.12	\$129.27
62	\$106.09	\$108.75	\$111.47	\$114.25	\$117.11	\$120.04	\$123.04	\$126.12	\$129.27	\$132.50
63	\$108.75	\$111.47	\$114.25	\$117.11	\$120.04	\$123.04	\$126.12	\$129.27	\$132.50	\$135.81
64	\$111.47	\$114.25	\$117.11	\$120.04	\$123.04	\$126.12	\$129.27	\$132.50	\$135.81	\$139.20
65	\$114.25	\$117.11	\$120.04	\$123.04	\$126.12	\$129.27	\$132.50	\$135.81	\$139.20	\$142.68
66	\$117.11	\$120.04	\$123.04	\$126.12	\$129.27	\$132.50	\$135.81	\$139.20	\$142.68	\$146.25
67	\$120.04	\$123.04	\$126.12	\$129.27	\$132.50	\$135.81	\$139.20	\$142.68	\$146.25	\$149.91
68	\$123.04	\$126.12	\$129.27	\$132.50	\$135.81	\$139.20	\$142.68	\$146.25	\$149.91	\$153.66
69	\$126.12	\$129.27	\$132.50	\$135.81	\$139.20	\$142.68	\$146.25	\$149.91	\$153.66	\$157.50
70	\$129.27	\$132.50	\$135.81	\$139.20	\$142.68	\$146.25	\$149.91	\$153.66	\$157.50	\$161.44
71	\$132.50	\$135.81	\$139.20	\$142.68	\$146.25	\$149.91	\$153.66	\$157.50	\$161.44	\$165.47
72	\$135.81	\$139.20	\$142.68	\$146.25	\$149.91	\$153.66	\$157.50	\$161.44	\$165.47	\$169.61
73	\$139.20	\$142.68	\$146.25	\$149.91	\$153.66	\$157.50	\$161.44	\$165.47	\$169.61	\$173.85
74	\$142.68	\$146.25	\$149.91	\$153.66	\$157.50	\$161.44	\$165.47	\$169.61	\$173.85	\$178.20
75	\$146.25	\$149.91	\$153.66	\$157.50	\$161.44	\$165.47	\$169.61	\$173.85	\$178.20	\$182.65

Range #	FY 23-24 Bi-Weekly Salary Range									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1	\$1,882	\$1,929	\$1,978	\$2,027	\$2,078	\$2,130	\$2,182	\$2,237	\$2,294	\$2,350
2	\$1,929	\$1,978	\$2,027	\$2,078	\$2,130	\$2,182	\$2,237	\$2,294	\$2,350	\$2,409
3	\$1,978	\$2,027	\$2,078	\$2,130	\$2,182	\$2,237	\$2,294	\$2,350	\$2,409	\$2,469
4	\$2,027	\$2,078	\$2,130	\$2,182	\$2,237	\$2,294	\$2,350	\$2,409	\$2,469	\$2,531
5	\$2,078	\$2,130	\$2,182	\$2,237	\$2,294	\$2,350	\$2,409	\$2,469	\$2,531	\$2,594
6	\$2,130	\$2,182	\$2,237	\$2,294	\$2,350	\$2,409	\$2,469	\$2,531	\$2,594	\$2,659
7	\$2,182	\$2,237	\$2,294	\$2,350	\$2,409	\$2,469	\$2,531	\$2,594	\$2,659	\$2,726
8	\$2,237	\$2,294	\$2,350	\$2,409	\$2,469	\$2,531	\$2,594	\$2,659	\$2,726	\$2,794
9	\$2,294	\$2,350	\$2,409	\$2,469	\$2,531	\$2,594	\$2,659	\$2,726	\$2,794	\$2,863
10	\$2,350	\$2,409	\$2,469	\$2,531	\$2,594	\$2,659	\$2,726	\$2,794	\$2,863	\$2,935
11	\$2,409	\$2,469	\$2,531	\$2,594	\$2,659	\$2,726	\$2,794	\$2,863	\$2,935	\$3,009
12	\$2,469	\$2,531	\$2,594	\$2,659	\$2,726	\$2,794	\$2,863	\$2,935	\$3,009	\$3,084
13	\$2,531	\$2,594	\$2,659	\$2,726	\$2,794	\$2,863	\$2,935	\$3,009	\$3,084	\$3,161
14	\$2,594	\$2,659	\$2,726	\$2,794	\$2,863	\$2,935	\$3,009	\$3,084	\$3,161	\$3,240
15	\$2,659	\$2,726	\$2,794	\$2,863	\$2,935	\$3,009	\$3,084	\$3,161	\$3,240	\$3,322
16	\$2,726	\$2,794	\$2,863	\$2,935	\$3,009	\$3,084	\$3,161	\$3,240	\$3,322	\$3,404
17	\$2,794	\$2,863	\$2,935	\$3,009	\$3,084	\$3,161	\$3,240	\$3,322	\$3,404	\$3,490
18	\$2,863	\$2,935	\$3,009	\$3,084	\$3,161	\$3,240	\$3,322	\$3,404	\$3,490	\$3,577
19	\$2,935	\$3,009	\$3,084	\$3,161	\$3,240	\$3,322	\$3,404	\$3,490	\$3,577	\$3,666
20	\$3,009	\$3,084	\$3,161	\$3,240	\$3,322	\$3,404	\$3,490	\$3,577	\$3,666	\$3,757
21	\$3,084	\$3,161	\$3,240	\$3,322	\$3,404	\$3,490	\$3,577	\$3,666	\$3,757	\$3,851
22	\$3,161	\$3,240	\$3,322	\$3,404	\$3,490	\$3,577	\$3,666	\$3,757	\$3,851	\$3,948
23	\$3,240	\$3,322	\$3,404	\$3,490	\$3,577	\$3,666	\$3,757	\$3,851	\$3,948	\$4,047
24	\$3,322	\$3,404	\$3,490	\$3,577	\$3,666	\$3,757	\$3,851	\$3,948	\$4,047	\$4,147
25	\$3,404	\$3,490	\$3,577	\$3,666	\$3,757	\$3,851	\$3,948	\$4,047	\$4,147	\$4,251
26	\$3,490	\$3,577	\$3,666	\$3,757	\$3,851	\$3,948	\$4,047	\$4,147	\$4,251	\$4,357
27	\$3,577	\$3,666	\$3,757	\$3,851	\$3,948	\$4,047	\$4,147	\$4,251	\$4,357	\$4,466
28	\$3,666	\$3,757	\$3,851	\$3,948	\$4,047	\$4,147	\$4,251	\$4,357	\$4,466	\$4,578
29	\$3,757	\$3,851	\$3,948	\$4,047	\$4,147	\$4,251	\$4,357	\$4,466	\$4,578	\$4,692
30	\$3,851	\$3,948	\$4,047	\$4,147	\$4,251	\$4,357	\$4,466	\$4,578	\$4,692	\$4,809
31	\$3,948	\$4,047	\$4,147	\$4,251	\$4,357	\$4,466	\$4,578	\$4,692	\$4,809	\$4,930
32	\$4,047	\$4,147	\$4,251	\$4,357	\$4,466	\$4,578	\$4,692	\$4,809	\$4,930	\$5,054
33	\$4,147	\$4,251	\$4,357	\$4,466	\$4,578	\$4,692	\$4,809	\$4,930	\$5,054	\$5,179
34	\$4,251	\$4,357	\$4,466	\$4,578	\$4,692	\$4,809	\$4,930	\$5,054	\$5,179	\$5,309
35	\$4,357	\$4,466	\$4,578	\$4,692	\$4,809	\$4,930	\$5,054	\$5,179	\$5,309	\$5,441
36	\$4,466	\$4,578	\$4,692	\$4,809	\$4,930	\$5,054	\$5,179	\$5,309	\$5,441	\$5,577
37	\$4,578	\$4,692	\$4,809	\$4,930	\$5,054	\$5,179	\$5,309	\$5,441	\$5,577	\$5,717
38	\$4,692	\$4,809	\$4,930	\$5,054	\$5,179	\$5,309	\$5,441	\$5,577	\$5,717	\$5,861
39	\$4,809	\$4,930	\$5,054	\$5,179	\$5,309	\$5,441	\$5,577	\$5,717	\$5,861	\$6,007
40	\$4,930	\$5,054	\$5,179	\$5,309	\$5,441	\$5,577	\$5,717	\$5,861	\$6,007	\$6,158
41	\$5,054	\$5,179	\$5,309	\$5,441	\$5,577	\$5,717	\$5,861	\$6,007	\$6,158	\$6,311
42	\$5,179	\$5,309	\$5,441	\$5,577	\$5,717	\$5,861	\$6,007	\$6,158	\$6,311	\$6,469
43	\$5,309	\$5,441	\$5,577	\$5,717	\$5,861	\$6,007	\$6,158	\$6,311	\$6,469	\$6,631
44	\$5,441	\$5,577	\$5,717	\$5,861	\$6,007	\$6,158	\$6,311	\$6,469	\$6,631	\$6,797
45	\$5,577	\$5,717	\$5,861	\$6,007	\$6,158	\$6,311	\$6,469	\$6,631	\$6,797	\$6,967
46	\$5,717	\$5,861	\$6,007	\$6,158	\$6,311	\$6,469	\$6,631	\$6,797	\$6,967	\$7,140
47	\$5,861	\$6,007	\$6,158	\$6,311	\$6,469	\$6,631	\$6,797	\$6,967	\$7,140	\$7,319
48	\$6,007	\$6,158	\$6,311	\$6,469	\$6,631	\$6,797	\$6,967	\$7,140	\$7,319	\$7,502
49	\$6,158	\$6,311	\$6,469	\$6,631	\$6,797	\$6,967	\$7,140	\$7,319	\$7,502	\$7,690
50	\$6,311	\$6,469	\$6,631	\$6,797	\$6,967	\$7,140	\$7,319	\$7,502	\$7,690	\$7,882
51	\$6,469	\$6,631	\$6,797	\$6,967	\$7,140	\$7,319	\$7,502	\$7,690	\$7,882	\$8,078
52	\$6,631	\$6,797	\$6,967	\$7,140	\$7,319	\$7,502	\$7,690	\$7,882	\$8,078	\$8,281
53	\$6,797	\$6,967	\$7,140	\$7,319	\$7,502	\$7,690	\$7,882	\$8,078	\$8,281	\$8,487
54	\$6,967	\$7,140	\$7,319	\$7,502	\$7,690	\$7,882	\$8,078	\$8,281	\$8,487	\$8,700
55	\$7,140	\$7,319	\$7,502	\$7,690	\$7,882	\$8,078	\$8,281	\$8,487	\$8,700	\$8,918
56	\$7,319	\$7,502	\$7,690	\$7,882	\$8,078	\$8,281	\$8,487	\$8,700	\$8,918	\$9,140
57	\$7,502	\$7,690	\$7,882	\$8,078	\$8,281	\$8,487	\$8,700	\$8,918	\$9,140	\$9,369
58	\$7,690	\$7,882	\$8,078	\$8,281	\$8,487	\$8,700	\$8,918	\$9,140	\$9,369	\$9,603
59	\$7,882	\$8,078	\$8,281	\$8,487	\$8,700	\$8,918	\$9,140	\$9,369	\$9,603	\$9,843
60	\$8,078	\$8,281	\$8,487	\$8,700	\$8,918	\$9,140	\$9,369	\$9,603	\$9,843	\$10,089
61	\$8,281	\$8,487	\$8,700	\$8,918	\$9,140	\$9,369	\$9,603	\$9,843	\$10,089	\$10,342
62	\$8,487	\$8,700	\$8,918	\$9,140	\$9,369	\$9,603	\$9,843	\$10,089	\$10,342	\$10,600
63	\$8,700	\$8,918	\$9,140	\$9,369	\$9,603	\$9,843	\$10,089	\$10,342	\$10,600	\$10,865
64	\$8,918	\$9,140	\$9,369	\$9,603	\$9,843	\$10,089	\$10,342	\$10,600	\$10,865	\$11,136
65	\$9,140	\$9,369	\$9,603	\$9,843	\$10,089	\$10,342	\$10,600	\$10,865	\$11,136	\$11,414
66	\$9,369	\$9,603	\$9,843	\$10,089	\$10,342	\$10,600	\$10,865	\$11,136	\$11,414	\$11,700
67	\$9,603	\$9,843	\$10,089	\$10,342	\$10,600	\$10,865	\$11,136	\$11,414	\$11,700	\$11,993
68	\$9,843	\$10,089	\$10,342	\$10,600	\$10,865	\$11,136	\$11,414	\$11,700	\$11,993	\$12,293
69	\$10,089	\$10,342	\$10,600	\$10,865	\$11,136	\$11,414	\$11,700	\$11,993	\$12,293	\$12,600
70	\$10,342	\$10,600	\$10,865	\$11,136	\$11,414	\$11,700	\$11,993	\$12,293	\$12,600	\$12,915
71	\$10,600	\$10,865	\$11,136	\$11,414	\$11,700	\$11,993	\$12,293	\$12,600	\$12,915	\$13,238
72	\$10,865	\$11,136	\$11,414	\$11,700	\$11,993	\$12,293	\$12,600	\$12,915	\$13,238	\$13,569
73	\$11,136	\$11,414	\$11,700	\$11,993	\$12,293	\$12,600	\$12,915	\$13,238	\$13,569	\$13,908
74	\$11,414	\$11,700	\$11,993	\$12,293	\$12,600	\$12,915	\$13,238	\$13,569	\$13,908	\$14,256
75	\$11,700	\$11,993	\$12,293	\$12,600	\$12,915	\$13,238	\$13,569	\$13,908	\$14,256	\$14,612

Range #	FY 23-24 Monthly Salary Range									
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1	\$4,077	\$4,179	\$4,285	\$4,392	\$4,502	\$4,614	\$4,729	\$4,847	\$4,969	\$5,093
2	\$4,179	\$4,285	\$4,392	\$4,502	\$4,614	\$4,729	\$4,847	\$4,969	\$5,093	\$5,220
3	\$4,285	\$4,392	\$4,502	\$4,614	\$4,729	\$4,847	\$4,969	\$5,093	\$5,220	\$5,350
4	\$4,392	\$4,502	\$4,614	\$4,729	\$4,847	\$4,969	\$5,093	\$5,220	\$5,350	\$5,484
5	\$4,502	\$4,614	\$4,729	\$4,847	\$4,969	\$5,093	\$5,220	\$5,350	\$5,484	\$5,621
6	\$4,614	\$4,729	\$4,847	\$4,969	\$5,093	\$5,220	\$5,350	\$5,484	\$5,621	\$5,762
7	\$4,729	\$4,847	\$4,969	\$5,093	\$5,220	\$5,350	\$5,484	\$5,621	\$5,762	\$5,906
8	\$4,847	\$4,969	\$5,093	\$5,220	\$5,350	\$5,484	\$5,621	\$5,762	\$5,906	\$6,053
9	\$4,969	\$5,093	\$5,220	\$5,350	\$5,484	\$5,621	\$5,762	\$5,906	\$6,053	\$6,204
10	\$5,093	\$5,220	\$5,350	\$5,484	\$5,621	\$5,762	\$5,906	\$6,053	\$6,204	\$6,360
11	\$5,220	\$5,350	\$5,484	\$5,621	\$5,762	\$5,906	\$6,053	\$6,204	\$6,360	\$6,519
12	\$5,350	\$5,484	\$5,621	\$5,762	\$5,906	\$6,053	\$6,204	\$6,360	\$6,519	\$6,682
13	\$5,484	\$5,621	\$5,762	\$5,906	\$6,053	\$6,204	\$6,360	\$6,519	\$6,682	\$6,849
14	\$5,621	\$5,762	\$5,906	\$6,053	\$6,204	\$6,360	\$6,519	\$6,682	\$6,849	\$7,020
15	\$5,762	\$5,906	\$6,053	\$6,204	\$6,360	\$6,519	\$6,682	\$6,849	\$7,020	\$7,197
16	\$5,906	\$6,053	\$6,204	\$6,360	\$6,519	\$6,682	\$6,849	\$7,020	\$7,197	\$7,375
17	\$6,053	\$6,204	\$6,360	\$6,519	\$6,682	\$6,849	\$7,020	\$7,197	\$7,375	\$7,561
18	\$6,204	\$6,360	\$6,519	\$6,682	\$6,849	\$7,020	\$7,197	\$7,375	\$7,561	\$7,750
19	\$6,360	\$6,519	\$6,682	\$6,849	\$7,020	\$7,197	\$7,375	\$7,561	\$7,750	\$7,942
20	\$6,519	\$6,682	\$6,849	\$7,020	\$7,197	\$7,375	\$7,561	\$7,750	\$7,942	\$8,141
21	\$6,682	\$6,849	\$7,020	\$7,197	\$7,375	\$7,561	\$7,750	\$7,942	\$8,141	\$8,344
22	\$6,849	\$7,020	\$7,197	\$7,375	\$7,561	\$7,750	\$7,942	\$8,141	\$8,344	\$8,554
23	\$7,020	\$7,197	\$7,375	\$7,561	\$7,750	\$7,942	\$8,141	\$8,344	\$8,554	\$8,768
24	\$7,197	\$7,375	\$7,561	\$7,750	\$7,942	\$8,141	\$8,344	\$8,554	\$8,768	\$8,986
25	\$7,375	\$7,561	\$7,750	\$7,942	\$8,141	\$8,344	\$8,554	\$8,768	\$8,986	\$9,210
26	\$7,561	\$7,750	\$7,942	\$8,141	\$8,344	\$8,554	\$8,768	\$8,986	\$9,210	\$9,440
27	\$7,750	\$7,942	\$8,141	\$8,344	\$8,554	\$8,768	\$8,986	\$9,210	\$9,440	\$9,677
28	\$7,942	\$8,141	\$8,344	\$8,554	\$8,768	\$8,986	\$9,210	\$9,440	\$9,677	\$9,920
29	\$8,141	\$8,344	\$8,554	\$8,768	\$8,986	\$9,210	\$9,440	\$9,677	\$9,920	\$10,166
30	\$8,344	\$8,554	\$8,768	\$8,986	\$9,210	\$9,440	\$9,677	\$9,920	\$10,166	\$10,420
31	\$8,554	\$8,768	\$8,986	\$9,210	\$9,440	\$9,677	\$9,920	\$10,166	\$10,420	\$10,681
32	\$8,768	\$8,986	\$9,210	\$9,440	\$9,677	\$9,920	\$10,166	\$10,420	\$10,681	\$10,949
33	\$8,986	\$9,210	\$9,440	\$9,677	\$9,920	\$10,166	\$10,420	\$10,681	\$10,949	\$11,222
34	\$9,210	\$9,440	\$9,677	\$9,920	\$10,166	\$10,420	\$10,681	\$10,949	\$11,222	\$11,502
35	\$9,440	\$9,677	\$9,920	\$10,166	\$10,420	\$10,681	\$10,949	\$11,222	\$11,502	\$11,790
36	\$9,677	\$9,920	\$10,166	\$10,420	\$10,681	\$10,949	\$11,222	\$11,502	\$11,790	\$12,084
37	\$9,920	\$10,166	\$10,420	\$10,681	\$10,949	\$11,222	\$11,502	\$11,790	\$12,084	\$12,387
38	\$10,166	\$10,420	\$10,681	\$10,949	\$11,222	\$11,502	\$11,790	\$12,084	\$12,387	\$12,698
39	\$10,420	\$10,681	\$10,949	\$11,222	\$11,502	\$11,790	\$12,084	\$12,387	\$12,698	\$13,016
40	\$10,681	\$10,949	\$11,222	\$11,502	\$11,790	\$12,084	\$12,387	\$12,698	\$13,016	\$13,341
41	\$10,949	\$11,222	\$11,502	\$11,790	\$12,084	\$12,387	\$12,698	\$13,016	\$13,341	\$13,675
42	\$11,222	\$11,502	\$11,790	\$12,084	\$12,387	\$12,698	\$13,016	\$13,341	\$13,675	\$14,016
43	\$11,502	\$11,790	\$12,084	\$12,387	\$12,698	\$13,016	\$13,341	\$13,675	\$14,016	\$14,366
44	\$11,790	\$12,084	\$12,387	\$12,698	\$13,016	\$13,341	\$13,675	\$14,016	\$14,366	\$14,726
45	\$12,084	\$12,387	\$12,698	\$13,016	\$13,341	\$13,675	\$14,016	\$14,366	\$14,726	\$15,095
46	\$12,387	\$12,698	\$13,016	\$13,341	\$13,675	\$14,016	\$14,366	\$14,726	\$15,095	\$15,470
47	\$12,698	\$13,016	\$13,341	\$13,675	\$14,016	\$14,366	\$14,726	\$15,095	\$15,470	\$15,858
48	\$13,016	\$13,341	\$13,675	\$14,016	\$14,366	\$14,726	\$15,095	\$15,470	\$15,858	\$16,255
49	\$13,341	\$13,675	\$14,016	\$14,366	\$14,726	\$15,095	\$15,470	\$15,858	\$16,255	\$16,661
50	\$13,675	\$14,016	\$14,366	\$14,726	\$15,095	\$15,470	\$15,858	\$16,255	\$16,661	\$17,078
51	\$14,016	\$14,366	\$14,726	\$15,095	\$15,470	\$15,858	\$16,255	\$16,661	\$17,078	\$17,503
52	\$14,366	\$14,726	\$15,095	\$15,470	\$15,858	\$16,255	\$16,661	\$17,078	\$17,503	\$17,942
53	\$14,726	\$15,095	\$15,470	\$15,858	\$16,255	\$16,661	\$17,078	\$17,503	\$17,942	\$18,389
54	\$15,095	\$15,470	\$15,858	\$16,255	\$16,661	\$17,078	\$17,503	\$17,942	\$18,389	\$18,850
55	\$15,470	\$15,858	\$16,255	\$16,661	\$17,078	\$17,503	\$17,942	\$18,389	\$18,850	\$19,321
56	\$15,858	\$16,255	\$16,661	\$17,078	\$17,503	\$17,942	\$18,389	\$18,850	\$19,321	\$19,803
57	\$16,255	\$16,661	\$17,078	\$17,503	\$17,942	\$18,389	\$18,850	\$19,321	\$19,803	\$20,298
58	\$16,661	\$17,078	\$17,503	\$17,942	\$18,389	\$18,850	\$19,321	\$19,803	\$20,298	\$20,807
59	\$17,078	\$17,503	\$17,942	\$18,389	\$18,850	\$19,321	\$19,803	\$20,298	\$20,807	\$21,327
60	\$17,503	\$17,942	\$18,389	\$18,850	\$19,321	\$19,803	\$20,298	\$20,807	\$21,327	\$21,860
61	\$17,942	\$18,389	\$18,850	\$19,321	\$19,803	\$20,298	\$20,807	\$21,327	\$21,860	\$22,407
62	\$18,389	\$18,850	\$19,321	\$19,803	\$20,298	\$20,807	\$21,327	\$21,860	\$22,407	\$22,967
63	\$18,850	\$19,321	\$19,803	\$20,298	\$20,807	\$21,327	\$21,860	\$22,407	\$22,967	\$23,541
64	\$19,321	\$19,803	\$20,298	\$20,807	\$21,327	\$21,860	\$22,407	\$22,967	\$23,541	\$24,128
65	\$19,803	\$20,298	\$20,807	\$21,327	\$21,860	\$22,407	\$22,967	\$23,541	\$24,128	\$24,731
66	\$20,298	\$20,807	\$21,327	\$21,860	\$22,407	\$22,967	\$23,541	\$24,128	\$24,731	\$25,349
67	\$20,807	\$21,327	\$21,860	\$22,407	\$22,967	\$23,541	\$24,128	\$24,731	\$25,349	\$25,984
68	\$21,327	\$21,860	\$22,407	\$22,967	\$23,541	\$24,128	\$24,731	\$25,349	\$25,984	\$26,634
69	\$21,860	\$22,407	\$22,967	\$23,541	\$24,128	\$24,731	\$25,349	\$25,984	\$26,634	\$27,300
70	\$22,407	\$22,967	\$23,541	\$24,128	\$24,731	\$25,349	\$25,984	\$26,634	\$27,300	\$27,982
71	\$22,967	\$23,541	\$24,128	\$24,731	\$25,349	\$25,984	\$26,634	\$27,300	\$27,982	\$28,682
72	\$23,541	\$24,128	\$24,731	\$25,349	\$25,984	\$26,634	\$27,300	\$27,982	\$28,682	\$29,399
73	\$24,128	\$24,731	\$25,349	\$25,984	\$26,634	\$27,300	\$27,982	\$28,682	\$29,399	\$30,134
74	\$24,731	\$25,349	\$25,984	\$26,634	\$27,300	\$27,982	\$28,682	\$29,399	\$30,134	\$30,887
75	\$25,349	\$25,984	\$26,634	\$27,300	\$27,982	\$28,682	\$29,399	\$30,134	\$30,887	\$31,659

Proposed Org Chart

FPUD Org Chart



69 Total Positions

Systems Technician Salary Survey

Systems Technician (Proposed Range 29)

Rank	Comparator Agency	Class Title	Certifications	Top Monthly Salary	
1	Eastern Municipal Water District	SCADA Systems Analyst	ISA	\$ 9,249	\$ 11,515
2	Rainbow Municipal Water District	Information Systems Specialist III	-	\$ 7,157	\$ 10,375
8	Fallbrook Public Utility District	Systems Technician	CCNA	\$ 8,141	\$ 10,166
9	Rancho California Water District	SCADA Administrator	CCSA, D2, T1	\$ 8,803	\$ 10,564

Market Results		Top Monthly Salary- Base	Top Monthly Salary + Incentive Pay
Average of Comparators		\$8,403	\$10,818
% Fallbrook PUD Above/Below		-3.2%	-6.4%
Median of Comparators		\$8,803	\$10,564
% Fallbrook PUD Above/Below		-8.1%	-3.9%

NOTE: All calculations exclude FPUD

M E M O

TO: Board of Directors
FROM: Fiscal Policy and Insurance (FP&I) Committee
DATE: October 23, 2023
SUBJECT: Approve a Resolution Declaring the Intent to Reimburse Qualified Expense from Debt Proceeds.

Summary

With the rate payer vote on detachment scheduled for November 7, 2023, staff are positioning the District to be able to move forward with the detachment process if it is approved by the voters. Staff have determined that issuing tax-exempt debt to fund a portion of the District's multiyear Capital Improvement Program (CIP) could be used to help facilitate the process.

The reimbursement resolution allows the District to keep track of capital project expenditures made after a certain date (prior to debt issuance) and reimburse itself from the debt proceeds for those expenses, if it so chooses. This will help to restore operating reserves after the \$8.5 million exit fee has been paid.

It should be noted that this resolution only gives the Board the option to reimburse expenditures and does not commit the Board to do so.

Recommended Action

That the Board adopt Resolution No. 5063 establishing the District's intent to reimburse itself to certain capital expenditures.

RESOLUTION NO. 5063

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
FALLBROOK PUBLIC UTILITY DISTRICT DECLARING ITS INTENT TO
ISSUE BONDS TO BE USED TO REIMBURSE THE DISTRICT FOR
EXPENDITURES PRIOR TO THE ISSUANCE OF SUCH BONDS**

* * * * *

WHEREAS, the District plans to issue tax-exempt debt (the “obligations”) to fund a portion of the District’s capital improvement plan, which includes pipeline replacements (the “Improvements”); and

WHEREAS, the District reasonably expects to use a portion of the proceeds of the Obligations to reimburse the District for expenditures on the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the Fallbrook Public Utility District as follows:

1. **Declaration of Official Intent.** The District hereby declares its official intent, subject to the further approval of this Board of Directors, to use up to \$5.5 million of the proceeds of the Obligations to reimburse for expenditures on the Improvements. It is intended that this Resolution shall constitute a declaration of “official intent” within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code, as amended.
2. **Other Approvals.** The adoption of this Resolution shall not bind the District to proceed with execution and delivery of the Obligations until and unless all other necessary actions and approvals are taken or received in accordance with all applicable laws, at the discretion of the District.
3. **Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the Board of Directors of the Fallbrook Public Utility District at a regular meeting of the Board held on the 23rd day of October, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

President, Board of Directors

ATTEST:

Secretary, Board of Directors

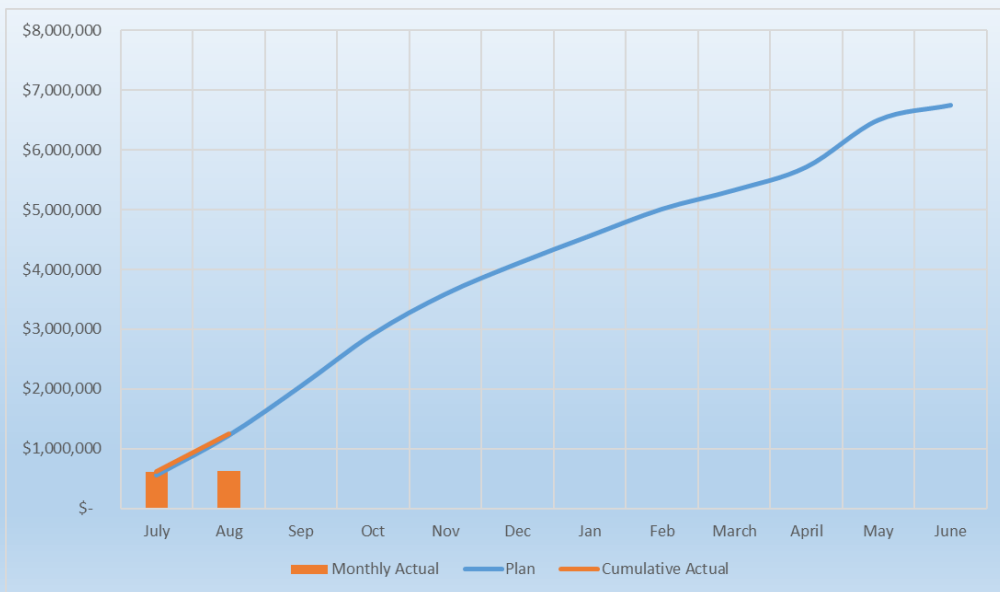


Fallbrook Public Utility District

Engineering and Operations

Board Meeting OCT 2023

Total CIP FY24



Wastewater Treatment

Reclamation Plant

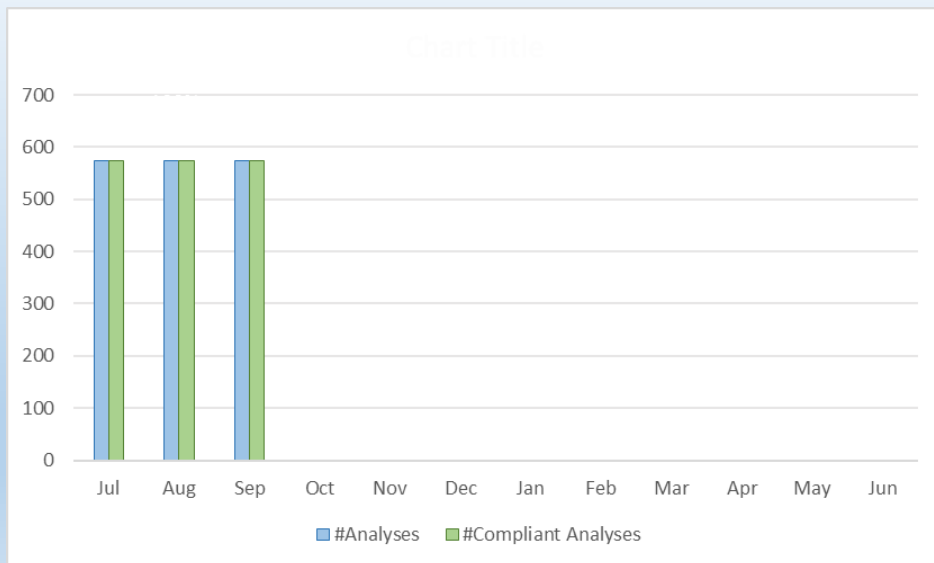
Recycled Water

- Wastewater System Violations
- Reclamation Plant PMs Completed
- Energy Cost per MG
- Recycled Water – Time Out of Service

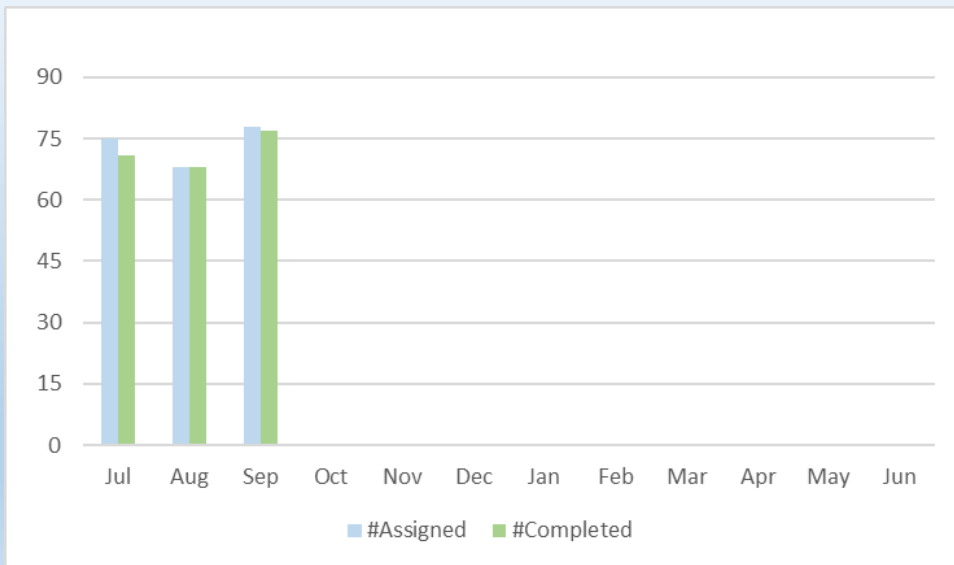
Wastewater Treatment System Regulatory Compliance

**SRWQCB
Compliance:**
NPDES
WDR

**Analyses
performed:**
Daily
Monthly
Quarterly
Semi-annually
Annually



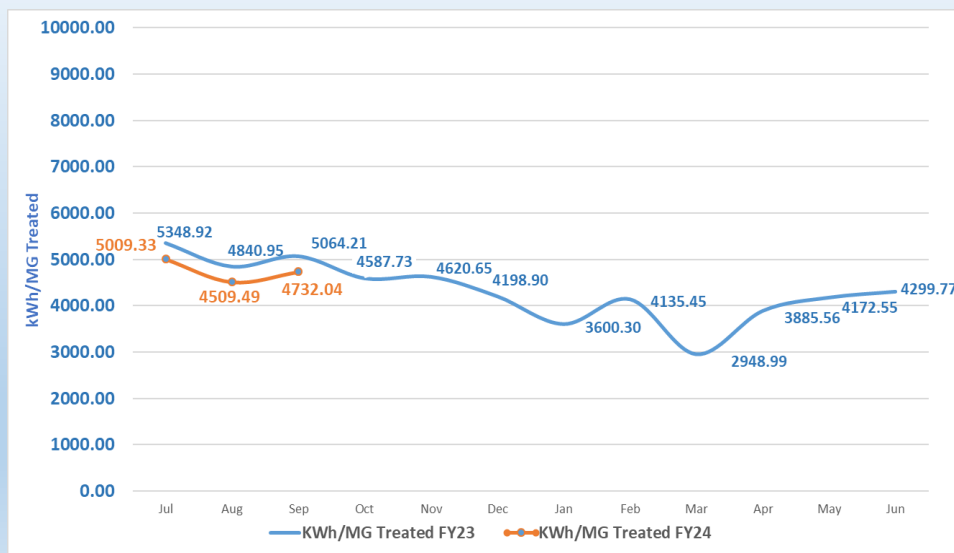
Reclamation Plant – Wastewater PMs



5

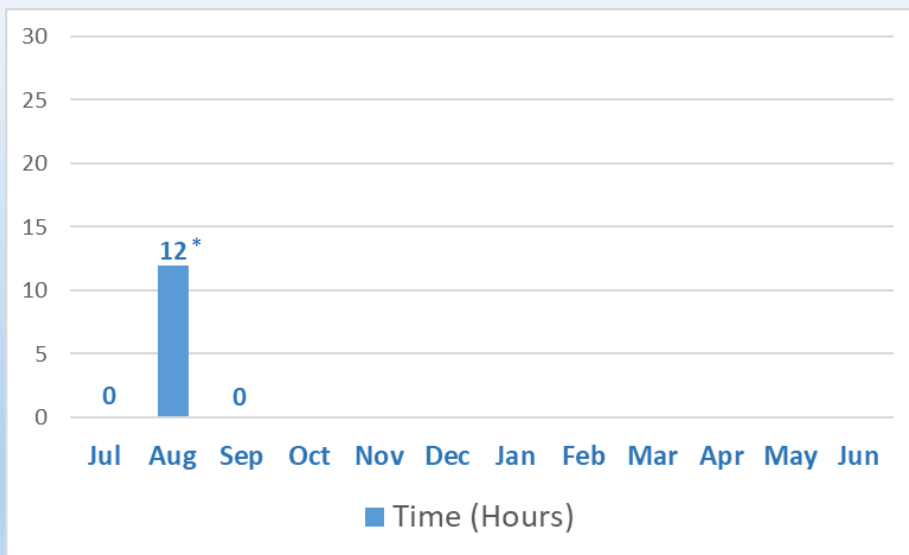
Formula =
 $\frac{\text{Total Plant Energy Demand}}{\text{MG Treated Flow}}$

Reclamation Plant – Energy Usage (KWh/MG Treated)



6

Recycled Water – Time out of Service (Hours)



*planned meter replacement work for two locations at Altman Nursey

7

Water Operations

Regulatory Compliance

Preventative Maintenance Work Orders

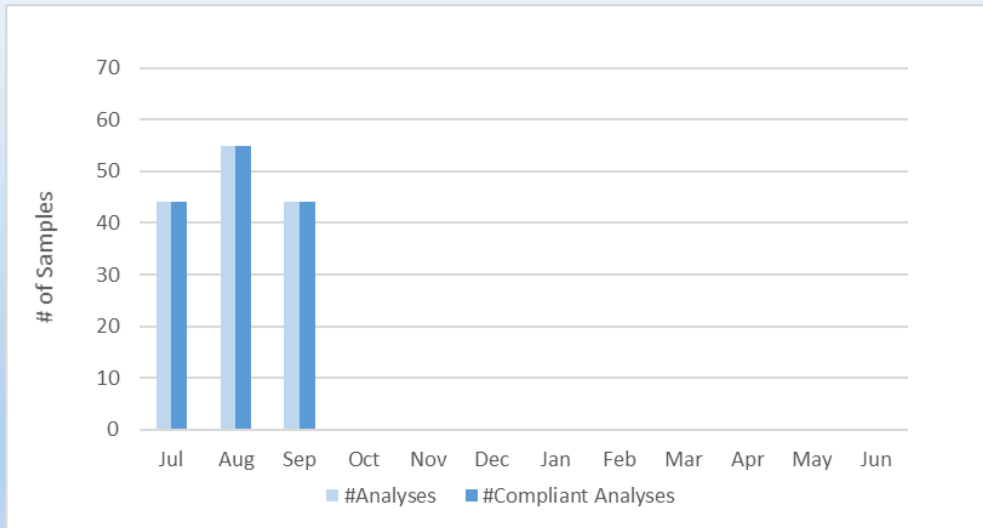
CUP Deliveries

SMGTP Flows

8

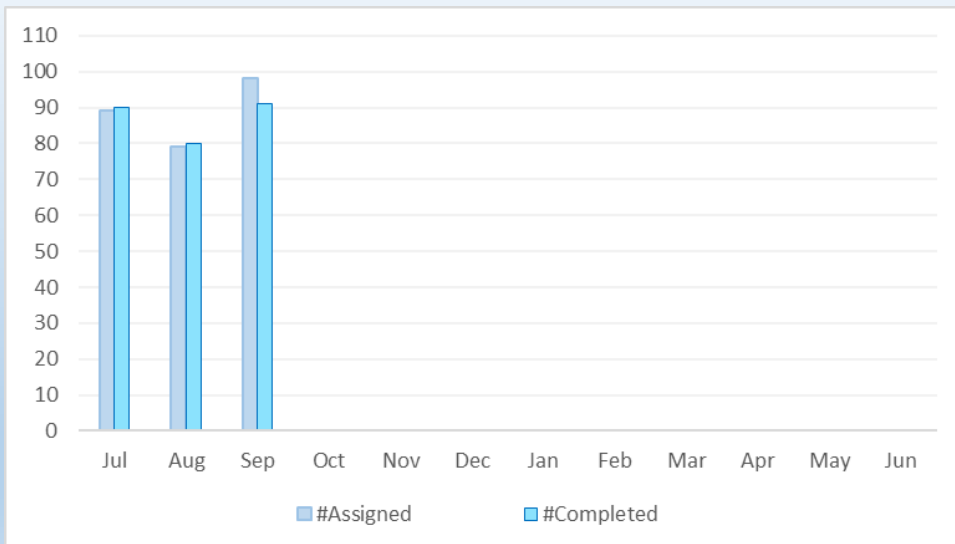
Water System Regulatory Compliance

- Facility Operation
- Routine Sampling



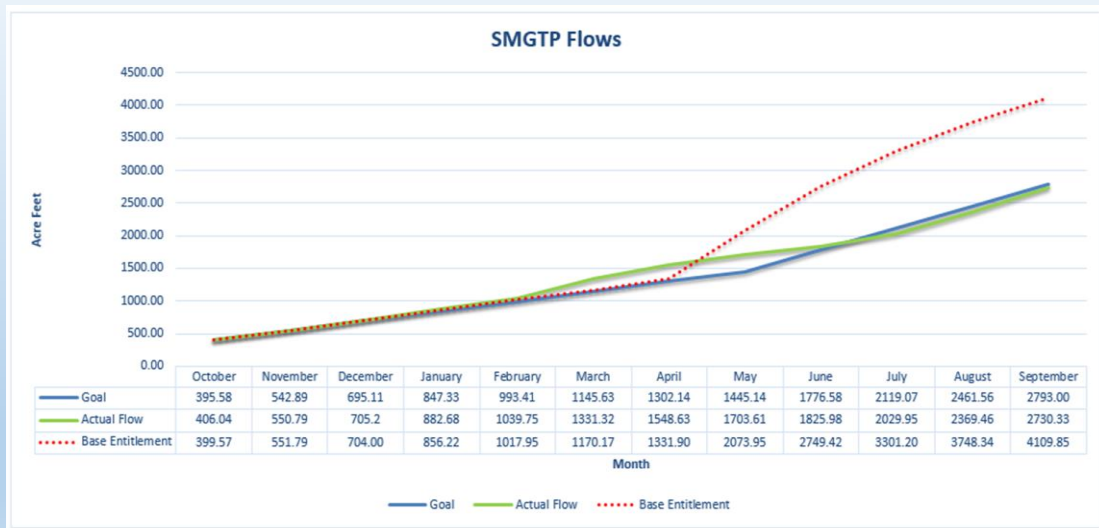
9

Water System PMs



10

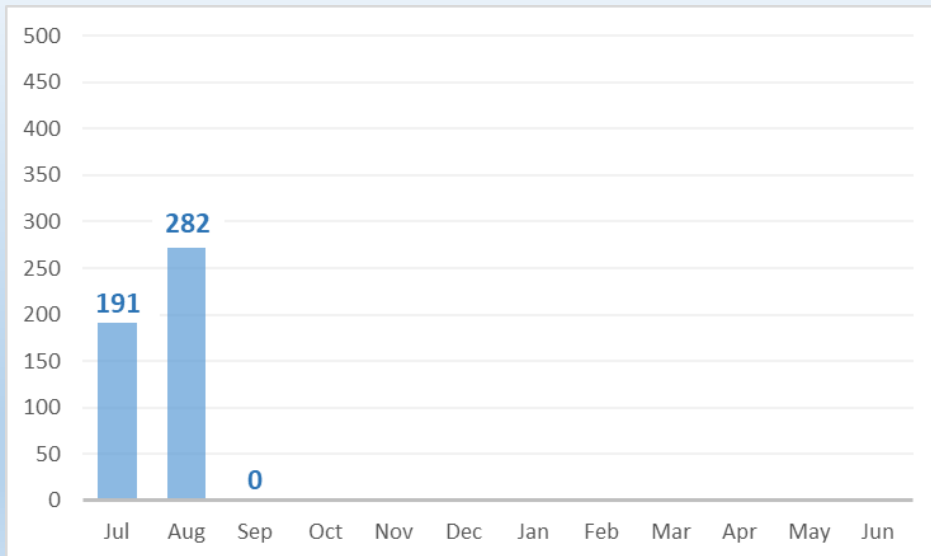
SMGTP Flows



Meter Services

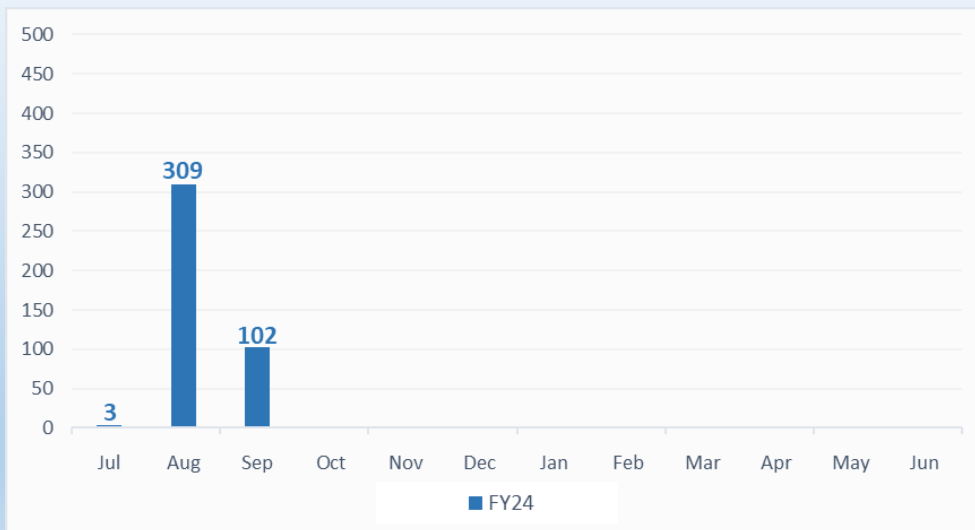
Meter Testing

Planned Water Outages > 4 Hours # of Customers Affected



13

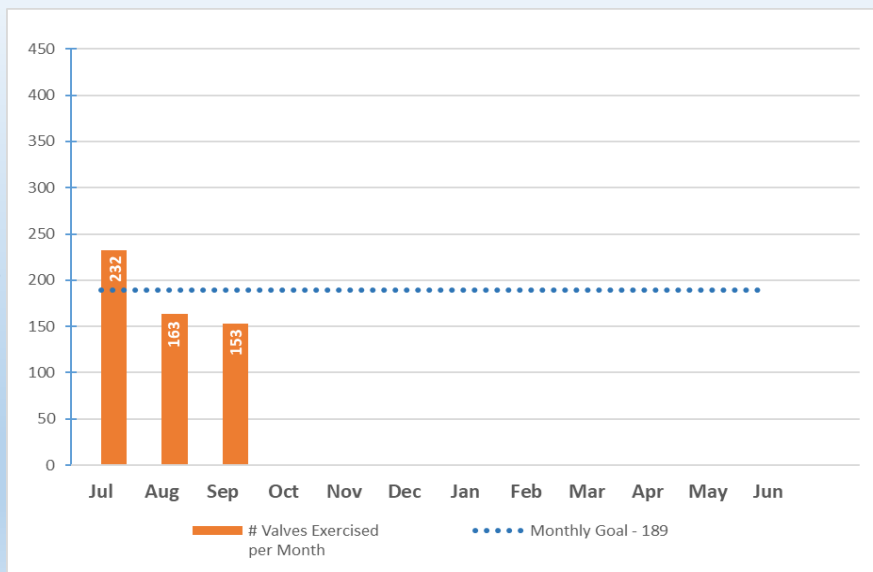
Unplanned Water Outages > 4 Hours # of Customers Affected



14

Main Line Valve Exercise Program

- Improve reliability
- Reduce impact of planned and emergency shutdowns
- **Total valves exercised FY23: 2,554**



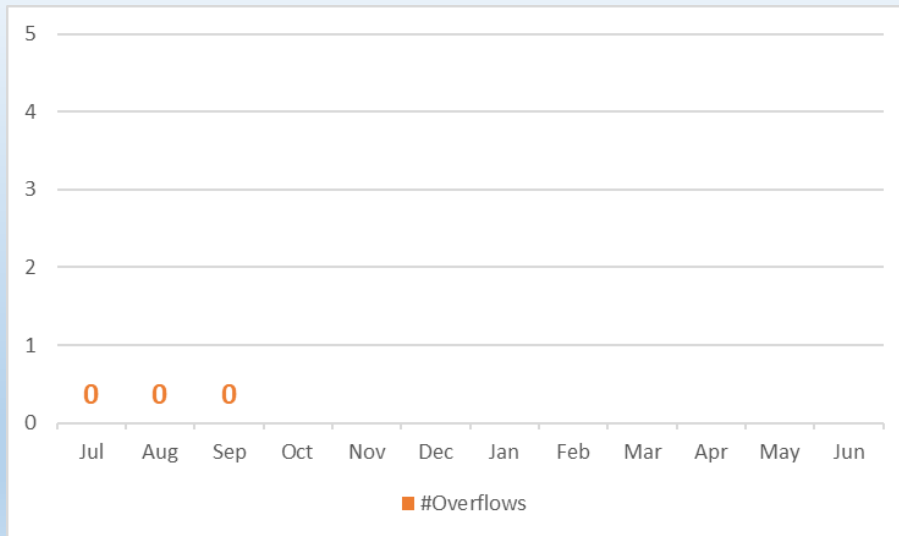
15

Wastewater Collections

Total Wastewater Spilled
Non-Recovered Wastewater Spilled
Odor Complaints

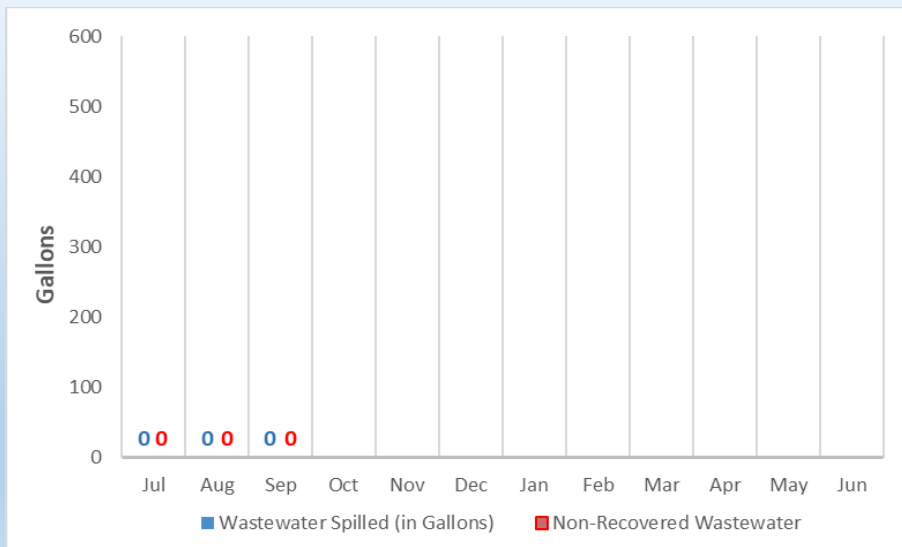
16

Wastewater Collections - Sewer Overflows



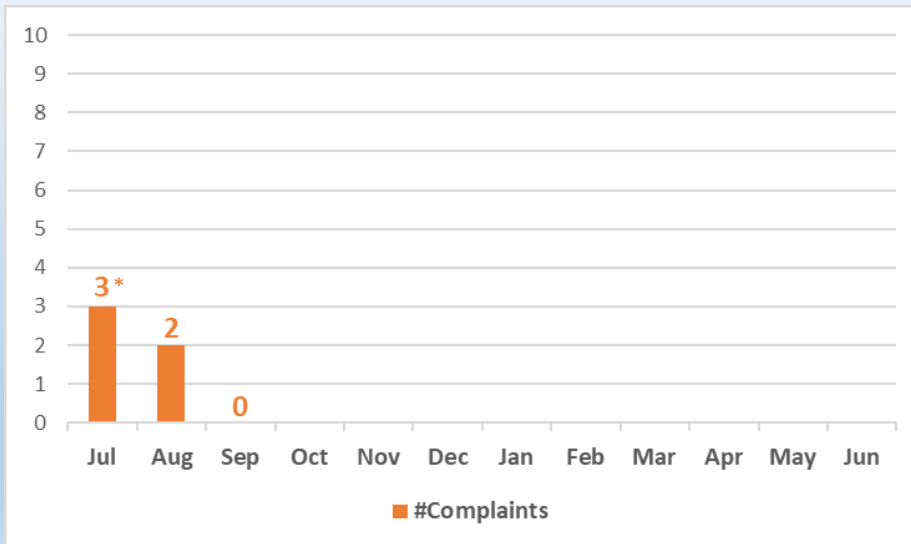
17

Wastewater Collections - Wastewater Spilled



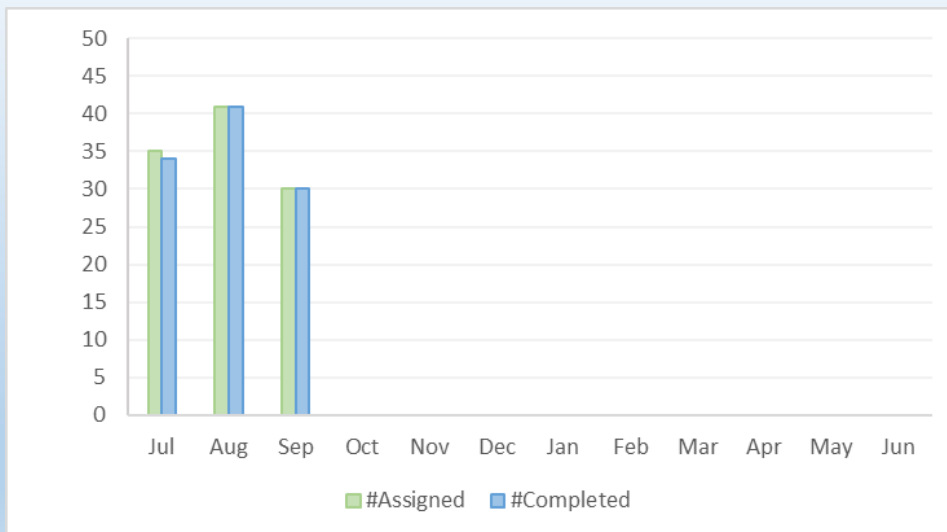
18

Reclamation Plant & Wastewater Collections Odor Complaints



* Determined to be on customer side

Wastewater - Collections PMs

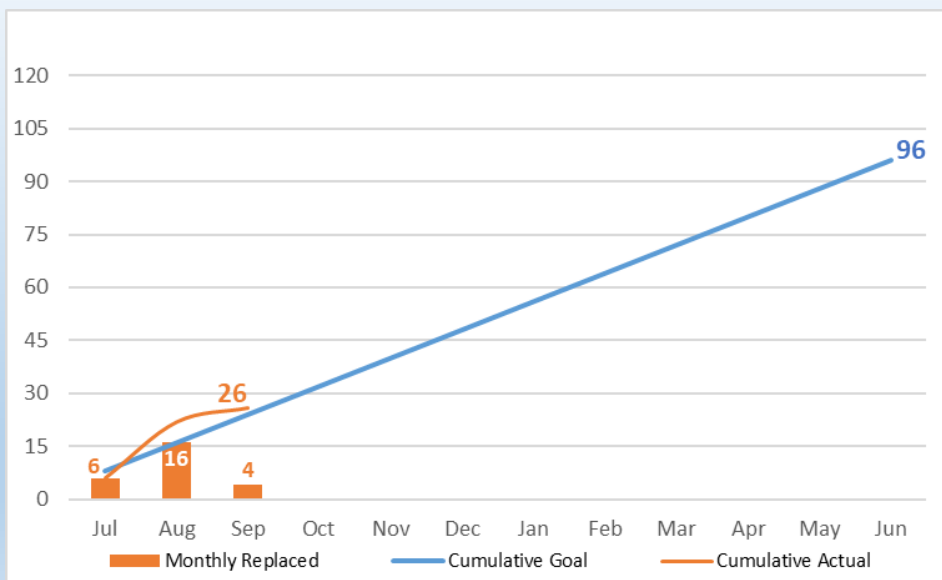


Construction/Maintenance

- Efforts continue in replacing valves with the greatest impact on water loss and customer outages during large main breaks.
- With new valves, crews will be capable of shutting down smaller controlled areas faster, impacting fewer customers while losing less water and completing repairs sooner.
- Our goal is to replace 100 valves per year. FY23, 109 valves were replaced. We currently have 6821 valves in the system with 377 known to be broken.
- We have a goal to perform maintenance on 3,000 linear feet of easement roads.

21

Main Line Valves Replaced

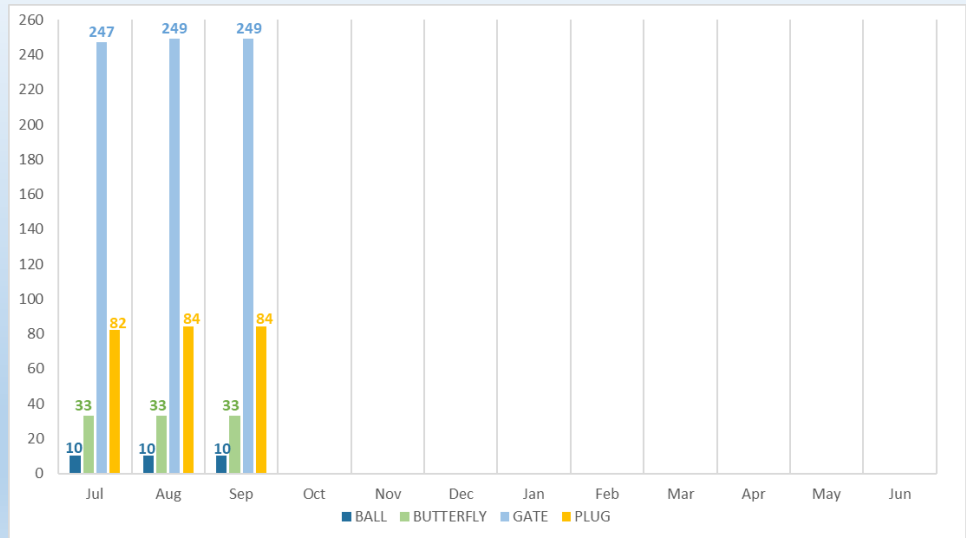


22

Rolling Total Broken Valves (all general problems)

87 valves under 4"

290 valves 4" and larger



M E M O

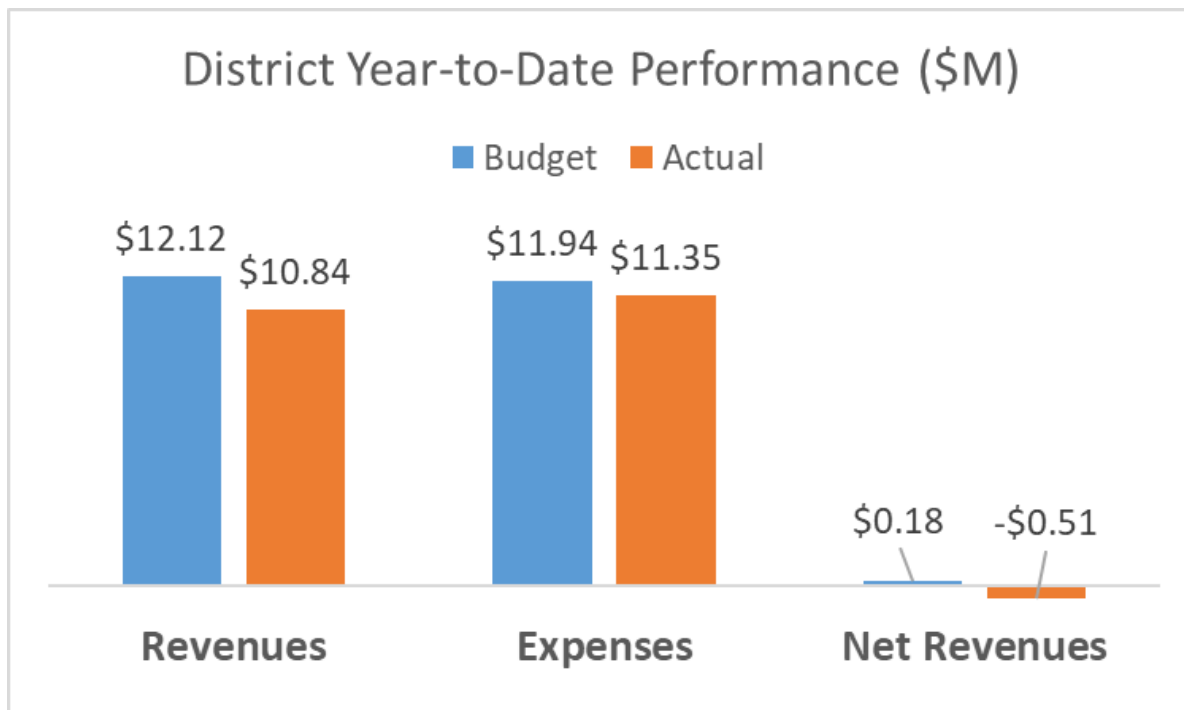
TO: Board of Directors
FROM: David Shank, Assistant General Manager/CFO
DATE: October 23, 2023
SUBJECT: Financial Summary Report – September

Purpose

Provide an overview of changes in the District's financial position.

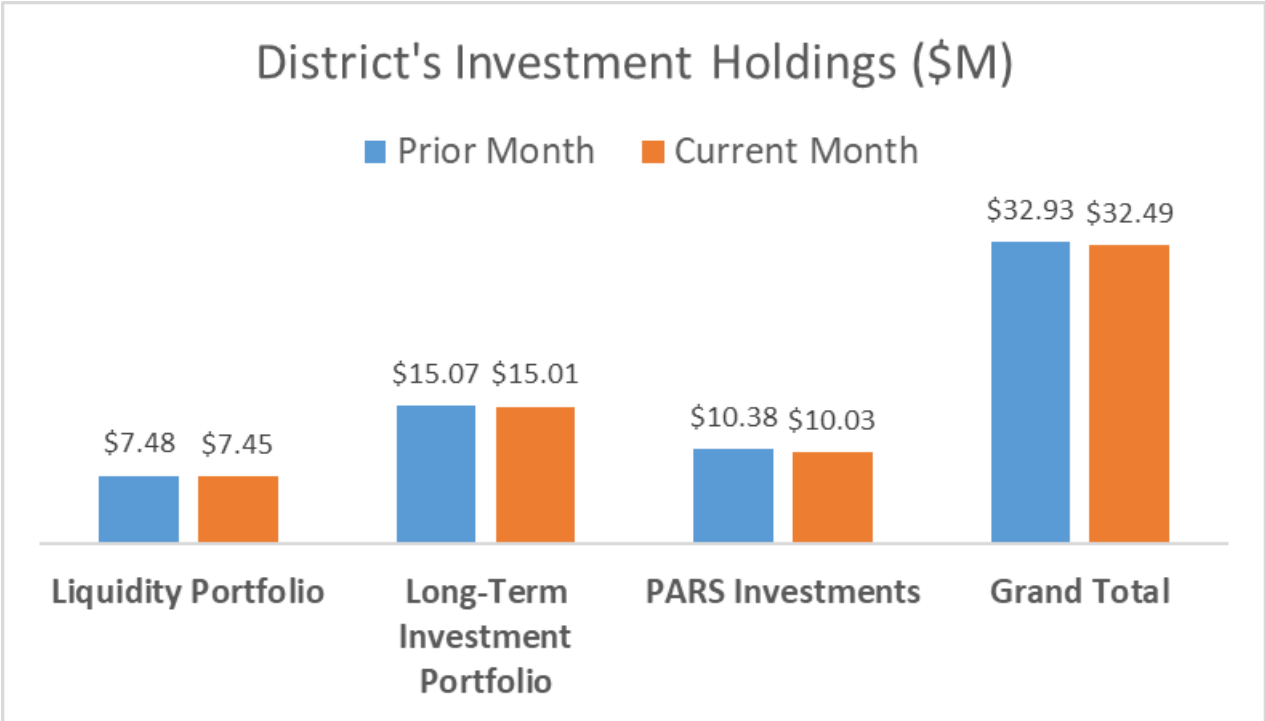
Summary

The graph below shows the District's year-to-date Revenues, Expenditures and Net revenues.



Revenues and expenditures are under budget levels. The Operating Revenue shortfall is due to persistent low water sales levels. Operating expenditures are under budget largely due to lower than budgeted water purchase and operating expenditures. This month the District made a \$1.4 million dollar debt service payment. Staff are carefully tracking the District's financial position to identify any budget shortfalls early.

The graph below shows the District's bank holdings reported in the Treasurer's Report at the end of the current and prior month.



Overall the District's financial holdings decreased slightly this month. Overall the Long-term Portfolio and PARS investments continue to perform in line with the capital markets.

Recommended Action

This item is for discussion only. No action is required.

M E M O

TO: Board of Directors
FROM: David Shank, Assistant General Manager/CFO
DATE: October 23, 2023
SUBJECT: Treasurer's Report

Purpose

Provide the September 2023 Treasurer's Report. Confirm that the District's investment portfolio is in compliance with the Investment Policy and that the District is able to meet the expenditure requirements for the next 6-months.

Notes

Overall the District's financial holdings decreased slightly this month. Overall the Long-term Portfolio and PARS investments continue to perform in line with the capital markets. The District continues to carefully manage its working capital to ensure its ability to meet its financial commitments.

Summary

Treasurer's Report September, 2023

Account	Beginning Balance	Ending Balance
Operating Fund	\$ 5,988	\$ 5,000
Money Market	\$ 614,743	\$ 1,161,049
CAMP Account	\$ 6,859,305	\$ 6,279,575
<i>District's Liquidity Portfolio</i>	\$ 7,480,036	\$ 7,445,624
PFM Managed Long-term Investment Portfolio*	\$ 15,061,015	\$ 15,005,175
LAIF (Long-term Reserves)	\$ 6,721	\$ 6,721
PARS (OPEB & Pension Trust)**	\$ 10,379,024	\$ 10,030,862
<i>District Accounts Total</i>	\$ 32,926,796	\$ 32,488,382

*\$6.21M of funds are from the sale of the Santa Margarita properties.

**\$3.78M of funds are from the sale of the Santa Margarita Properties.

David Shank
October 23, 2023

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

October 17, 2023

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

FALLBROOK PUBLIC UTILITY DISTRICT

TREASURER
990 E MISSION ROAD
FALLBROOK, CA 92028

[Tran Type Definitions](#)



Account Number: 85-37-001

September 2023 Statement

Account Summary.

Total Deposit:	0.00	Beginning Balance:	6,720.73
Total Withdrawal:	0.00	Ending Balance:	6,720.73

FALLBROOK PUBLIC UTILITY DISTRICT
PARS Post-Employment Benefits Trust

Account Report for the Period
9/1/2023 to 9/30/2023

David Shank
Assistant General Manager/CFO
Fallbrook Public Utility District
990 East Mission Road
Fallbrook, CA 92028

Account Summary

Source	Balance as of 9/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 9/30/2023
OPEB	\$1,176,621.46	\$0.00	-\$38,941.29	\$528.12	\$0.00	\$0.00	\$1,137,152.05
PENSION	\$9,202,402.21	\$0.00	-\$304,561.32	\$4,130.47	\$0.00	\$0.00	\$8,893,710.42
Totals	\$10,379,023.67	\$0.00	-\$343,502.61	\$4,658.59	\$0.00	\$0.00	\$10,030,862.47

Investment Selection

Source

OPEB	Moderate HighMark PLUS
PENSION	Moderate HighMark PLUS

Investment Objective

Source

OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-3.31%	-2.96%	9.24%	2.09%	3.72%	-	2/16/2017
PENSION	-3.31%	-2.96%	9.24%	2.09%	3.68%	-	2/16/2017

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

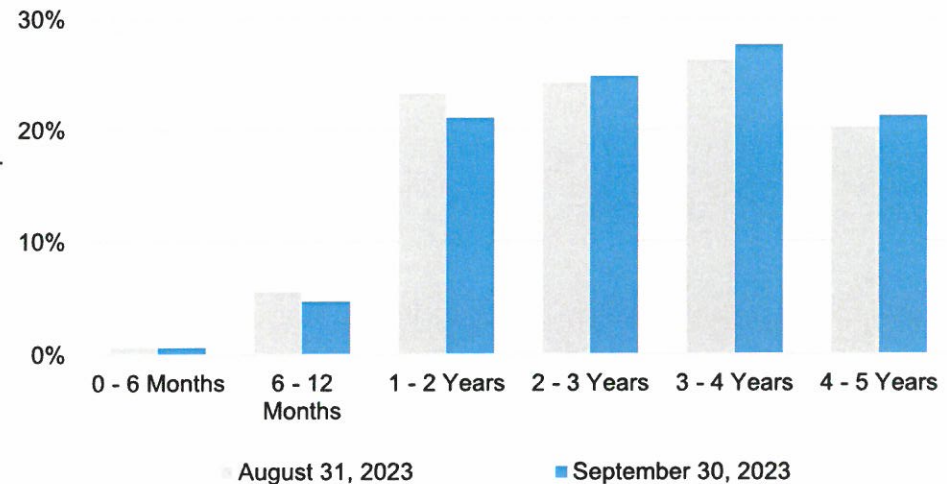
Fallbrook Public Utilities District - Holdings Summary

Security Type	August 31, 2023	September 30, 2023	Change (\$)	Change (%)
U.S. Treasury	\$7,904,771.79	\$6,992,666.41	(\$912,105.38)	-11.5%
Municipal	\$203,286.50	\$202,122.85	(\$1,163.65)	-0.6%
Federal Agency CMO	\$1,670,579.83	\$2,035,795.95	\$365,216.12	21.9%
Federal Agency Bond	\$94,627.70	\$0.00	(\$94,627.70)	-100.0%
Corporate Note	\$3,571,177.43	\$3,859,049.46	\$287,872.03	8.1%
Negotiable CD	\$0.00	\$99,678.00	\$99,678.00	
Asset-Backed Security	\$1,583,404.28	\$1,771,213.95	\$187,809.67	11.9%
Securities Total	\$15,027,847.53	\$14,960,526.62	(\$67,320.91)	-0.4%
Money Market Fund	\$33,167.57	\$44,648.08	\$11,480.51	34.6%
Total Investments	\$15,061,015.10	\$15,005,174.70	(\$55,840.40)	-0.4%

Summary

FY 23-24 Accrual Earnings	\$12,723.58
Yield to Maturity at Cost	3.13%
Weighted Average Maturity (Years)	2.91

Maturity Distribution



Security market values, excluding accrued interest, as on last day of month.



Account Statement - Transaction Summary

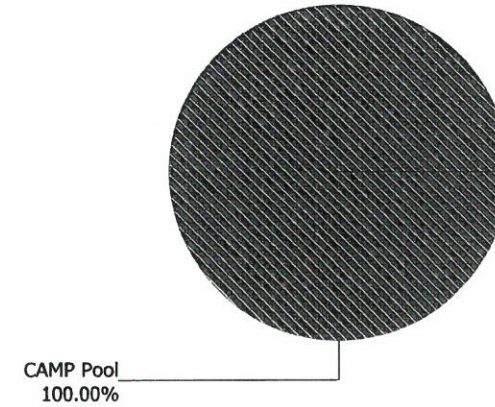
For the Month Ending September 30, 2023

Fallbrook Public Utility District - Liquidity - 6050-004

CAMP Pool	
Opening Market Value	6,859,305.17
Purchases	530,339.55
Redemptions	(1,110,069.44)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$6,279,575.28
Cash Dividends and Income	30,339.55

Asset Summary	September 30, 2023	August 31, 2023
CAMP Pool	6,279,575.28	6,859,305.17
Total	\$6,279,575.28	\$6,859,305.17

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **September 30, 2023**

Fallbrook Public Utility District - Liquidity - 6050-004

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					6,859,305.17
Opening Balance					
09/01/23	09/01/23	Purchase - Incoming Wires	1.00	250,000.00	7,109,305.17
09/05/23	09/05/23	Purchase - Incoming Wires	1.00	250,000.00	7,359,305.17
09/05/23	09/05/23	Wire Purchase Not Received 9/1/2023	1.00	(250,000.00)	7,109,305.17
09/06/23	09/06/23	Charge for Wire Purchase Not Received (4 Day(s) at 2.5%)	1.00	(69.44)	7,109,235.73
09/13/23	09/13/23	Redemption - Outgoing Wires	1.00	(600,000.00)	6,509,235.73
09/20/23	09/20/23	Redemption - Outgoing Wires	1.00	(260,000.00)	6,249,235.73
09/29/23	10/02/23	Accrual Income Div Reinvestment - Distributions	1.00	30,339.55	6,279,575.28
Closing Balance					6,279,575.28

	Month of September	Fiscal YTD July-September		
Opening Balance	6,859,305.17	7,939,116.69	Closing Balance	6,279,575.28
Purchases	530,339.55	600,528.03	Average Monthly Balance	6,655,936.61
Redemptions (Excl. Checks)	(1,110,069.44)	(2,260,069.44)	Monthly Distribution Yield	5.55%
Check Disbursements	0.00	0.00		
Closing Balance	6,279,575.28	6,279,575.28		
Cash Dividends and Income	30,339.55	100,528.03		

Managed Account Security Transactions & Interest

For the Month Ending September 30, 2023

FPUD - INVESTMENT PORTFOLIO - 28710100

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	09/07/23	09/14/23	FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	150,000.00	(147,781.05)	(251.88)	(148,032.93)			
	09/07/23	09/15/23	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	120,000.00	(119,966.74)	0.00	(119,966.74)			
	09/18/23	09/20/23	NATIXIS NY BRANCH CERT DEPOS DTD 09/20/2023 5.610% 09/18/2026	63873QP65	100,000.00	(100,000.00)	0.00	(100,000.00)			
	09/19/23	09/28/23	FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	85,000.00	(84,999.58)	(336.09)	(85,335.67)			
	09/20/23	09/27/23	DTRT 2023-1 A3 DTD 09/27/2023 5.900% 03/15/2027	233868AC2	85,000.00	(84,998.70)	0.00	(84,998.70)			
	09/20/23	09/28/23	FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	150,000.00	(148,207.05)	(540.00)	(148,747.05)			
	09/26/23	09/29/23	CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	250,000.00	(250,000.00)	0.00	(250,000.00)			
	09/26/23	09/29/23	STATE STREET CORP NOTES (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	75,000.00	(74,299.50)	(615.07)	(74,914.57)			
	09/28/23	10/02/23	BLACKROCK INC CORP NOTES DTD 03/28/2017 3.200% 03/15/2027	09247XAN1	120,000.00	(112,040.40)	(181.33)	(112,221.73)			
Transaction Type Sub-Total					1,135,000.00	(1,122,293.02)	(1,924.37)	(1,124,217.39)			

INTEREST											
	09/01/23	09/01/23	HONEYWELL INTERNATIONAL (CALLABLE) CORP DTD 08/16/2021 1.100% 03/01/2027	438516CE4	70,000.00	0.00	385.00	385.00			
	09/01/23	09/01/23	MONEY MARKET FUND	MONEY0002	0.00	0.00	240.51	240.51			
	09/01/23	09/25/23	FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	150,000.00	0.00	523.75	523.75			
	09/01/23	09/25/23	FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	100,000.00	0.00	278.92	278.92			
	09/01/23	09/25/23	FHMS K743 A2 DTD 06/30/2021 1.770% 05/01/2028	3137H14B9	170,000.00	0.00	250.75	250.75			

Managed Account Security Transactions & Interest

For the Month Ending September 30, 2023

FPUD - INVESTMENT PORTFOLIO - 28710100

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	09/01/23	09/25/23	FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	100,000.00	0.00	221.08	221.08			
	09/01/23	09/25/23	FHMS K046 A2 DTD 06/17/2015 3.205% 03/01/2025	3137BJP64	100,000.00	0.00	267.08	267.08			
	09/01/23	09/25/23	FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	150,000.00	0.00	602.38	602.38			
	09/01/23	09/25/23	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	154,306.01	0.00	482.21	482.21			
	09/01/23	09/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 11/01/2017 3.064% 08/01/2024	3137FBTA4	96,322.19	0.00	245.94	245.94			
	09/01/23	09/25/23	FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027	3137BXQY1	160,000.00	0.00	429.87	429.87			
	09/01/23	09/25/23	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	145,000.00	0.00	414.46	414.46			
	09/01/23	09/25/23	FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	155,000.00	0.00	418.89	418.89			
	09/01/23	09/25/23	FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	119,942.14	0.00	477.47	477.47			
	09/01/23	09/25/23	FHMS K734 A2 DTD 04/18/2019 3.208% 02/01/2026	3137FLN34	150,000.00	0.00	401.00	401.00			
	09/02/23	09/02/23	TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 03/02/2021 1.267% 03/02/2027	89788MAD4	85,000.00	0.00	538.48	538.48			
	09/09/23	09/09/23	WALMART INC CORP NOTES (CALLABLE) DTD 09/09/2022 3.950% 09/09/2027	931142EX7	80,000.00	0.00	1,580.00	1,580.00			
	09/10/23	09/10/23	GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	40,000.00	0.00	131.40	131.40			
	09/14/23	09/14/23	HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	140,000.00	0.00	1,960.00	1,960.00			



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2023

FPUD - INVESTMENT PORTFOLIO - 28710100

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
09/15/23	09/15/23	BACCT 2022-A2 A2 DTD 11/23/2022 5.000% 04/15/2028	05522RDF2	145,000.00	0.00	604.17	604.17			
09/15/23	09/15/23	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	31,409.42	0.00	21.20	21.20			
09/15/23	09/15/23	HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	50,000.00	0.00	228.33	228.33			
09/15/23	09/15/23	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	70,000.00	0.00	33.83	33.83			
09/15/23	09/15/23	DCENT 2023-A2 A DTD 06/28/2023 4.930% 06/15/2028	254683CZ6	100,000.00	0.00	410.83	410.83			
09/15/23	09/15/23	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	70,000.00	0.00	207.67	207.67			
09/15/23	09/15/23	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	105,000.00	0.00	455.88	455.88			
09/15/23	09/15/23	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	45,000.00	0.00	196.13	196.13			
09/15/23	09/15/23	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	105,000.00	0.00	354.84	354.84			
09/15/23	09/15/23	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	55,000.00	0.00	101.75	101.75			
09/15/23	09/15/23	COMET 2023-A1 A DTD 05/24/2023 4.420% 05/15/2028	14041NGD7	145,000.00	0.00	534.08	534.08			
09/15/23	09/15/23	NY ST URBAN DEV CORP TXBL REV BONDS DTD 10/21/2021 1.310% 03/15/2026	64985TDC2	115,000.00	0.00	753.25	753.25			
09/15/23	09/15/23	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	50,000.00	0.00	199.58	199.58			
09/15/23	09/15/23	NATIONAL RURAL UTIL COOP CORP NOTES (CAL) DTD 12/16/2022 4.800% 03/15/2028	63743HFG2	85,000.00	0.00	2,040.00	2,040.00			
09/15/23	09/15/23	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	70,000.00	0.00	60.67	60.67			
09/15/23	09/15/23	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	38,782.03	0.00	41.69	41.69			

Managed Account Security Transactions & Interest

For the Month Ending September 30, 2023

FPUD - INVESTMENT PORTFOLIO - 28710100

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	09/15/23	09/15/23	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	48,797.58	0.00	22.37	22.37			
	09/15/23	09/15/23	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	75,000.00	0.00	248.13	248.13			
	09/15/23	09/15/23	ALLYA 2023-1 A3 DTD 07/19/2023 5.460% 05/15/2028	02007WAC2	85,000.00	0.00	386.75	386.75			
	09/16/23	09/16/23	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	27,440.99	0.00	15.55	15.55			
	09/16/23	09/16/23	GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	50,000.00	0.00	227.08	227.08			
	09/16/23	09/16/23	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	20,000.00	0.00	21.00	21.00			
	09/18/23	09/18/23	HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815OAC1	95,000.00	0.00	371.19	371.19			
	09/20/23	09/20/23	GMALT 2021-3 A4 DTD 08/18/2021 0.500% 07/21/2025	36262XAD6	25,000.00	0.00	10.42	10.42			
	09/21/23	09/21/23	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	32,055.91	0.00	23.51	23.51			
	09/25/23	09/25/23	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	30,000.00	0.00	80.25	80.25			
	09/25/23	09/25/23	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	40,000.00	0.00	182.33	182.33			
	09/30/23	09/30/23	US TREASURY N/B NOTES DTD 03/31/2021 0.750% 03/31/2026	91282CBT7	250,000.00	0.00	937.50	937.50			
	09/30/23	09/30/23	US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025	91282ZF0	250,000.00	0.00	625.00	625.00			
	09/30/23	09/30/23	US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	500,000.00	0.00	625.00	625.00			

Transaction Type Sub-Total **4,974,056.27** **0.00** **19,869.17** **19,869.17**

PAYDOWNS											
	09/01/23	09/25/23	FHLMC MULTIFAMILY STRUCTURED POOL DTD 11/01/2017 3.064% 08/01/2024	3137FBTA4	138.62	138.62	0.00	138.62	(0.18)	0.00	



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2023

FPUD - INVESTMENT PORTFOLIO - 28710100

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	09/01/23	09/25/23	FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	58.16	58.16	0.00	58.16	0.00	0.00	
	09/01/23	09/25/23	FHMS K733 A2 DTD 11/09/2018 3.750% 08/01/2025	3137FJXQ7	76.41	76.41	0.00	76.41	2.12	0.00	
	09/15/23	09/15/23	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	2,481.93	2,481.93	0.00	2,481.93	0.30	0.00	
	09/15/23	09/15/23	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	1,826.12	1,826.12	0.00	1,826.12	0.25	0.00	
	09/15/23	09/15/23	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	3,057.25	3,057.25	0.00	3,057.25	0.50	0.00	
	09/16/23	09/16/23	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	182.77	182.77	0.00	182.77	0.02	0.00	
	09/16/23	09/16/23	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	1,573.34	1,573.34	0.00	1,573.34	0.04	0.00	
	09/21/23	09/21/23	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	2,056.04	2,056.04	0.00	2,056.04	0.43	0.00	
Transaction Type Sub-Total					11,450.64	11,450.64	0.00	11,450.64	3.48	0.00	
SELL											
	09/07/23	09/12/23	FEDERAL HOME LOAN BANK NOTES DTD 11/07/2022 4.875% 06/14/2024	3130ATVC8	95,000.00	94,507.90	1,132.08	95,639.98	(577.60)	(548.15)	FIFO
	09/08/23	09/12/23	US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	165,000.00	159,566.60	1,580.69	161,147.29	(9,796.88)	(6,368.43)	FIFO
	09/18/23	09/20/23	US TREASURY N/B NOTES DTD 06/30/2021 0.875% 06/30/2026	91282CCJ8	100,000.00	90,035.16	194.97	90,230.13	(2,933.59)	(5,356.12)	FIFO
	09/20/23	09/25/23	US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	235,000.00	227,426.76	2,428.65	229,855.41	(13,787.89)	(8,859.87)	FIFO
	09/20/23	09/25/23	US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	85,000.00	81,633.20	62.36	81,695.56	(3,141.02)	(3,306.23)	FIFO
	09/26/23	09/29/23	US TREASURY N/B NOTES DTD 04/30/2021 1.250% 04/30/2028	91282CBZ3	250,000.00	214,980.47	1,290.76	216,271.23	(7,128.91)	(8,935.34)	FIFO
	09/26/23	09/29/23	CITIGROUP INC (CALLABLE) CORP NOTES DTD 10/21/2016 3.200% 10/21/2026	172967KY6	125,000.00	115,561.25	1,755.56	117,316.81	(3,333.75)	(4,906.62)	FIFO

Managed Account Security Transactions & Interest

For the Month Ending September 30, 2023

FPUD - INVESTMENT PORTFOLIO - 28710100

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
SELL										
09/28/23	10/02/23	US TREASURY N/B NOTES DTD 07/31/2022 2.750% 07/31/2027	91282CFB2	50,000.00	46,458.98	235.39	46,694.37	(986.33)	(1,399.86)	FIFO
09/28/23	10/02/23	US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	75,000.00	69,082.03	220.11	69,302.14	(4,385.74)	(4,777.36)	FIFO
Transaction Type Sub-Total				1,180,000.00	1,099,252.35	8,900.57	1,108,152.92	(46,071.71)	(44,457.98)	
Managed Account Sub-Total					(11,590.03)	26,845.37	15,255.34	(46,068.23)	(44,457.98)	
Total Security Transactions					(\$11,590.03)	\$26,845.37	\$15,255.34	(\$46,068.23)	(\$44,457.98)	

Bolded items are forward settling trades.



M E M O

TO: Board of Directors
FROM: David Shank, Assistant General Manager/CFO
DATE: October 23, 2023
SUBJECT: Budget Status Report for Fiscal Year 2023-2024

Purpose

Provide a Budget Status Report (BSR) to the Board.

Summary

The BSR shows the District's financial performance compared to the amended budget for the month of September, Year-to-Date and the annual budgeted amount.

Total revenues are 10.5% under budget largely due to lower water sales due to wet weather. Year-to-date water sales are 30.6% under the budget water sales level. With sales well under budgeted levels, it is no surprise that water sales revenues are 19.7% below budget levels. Wastewater revenues are at the budgeted levels. Recycled water sales are 10.7% under budget, likely due to wet weather.

Non-operating revenues are over budget driven by capacity charges and other revenues, which include developer related receipts. As the year progresses, non-operating revenues are expected to trend to budget.

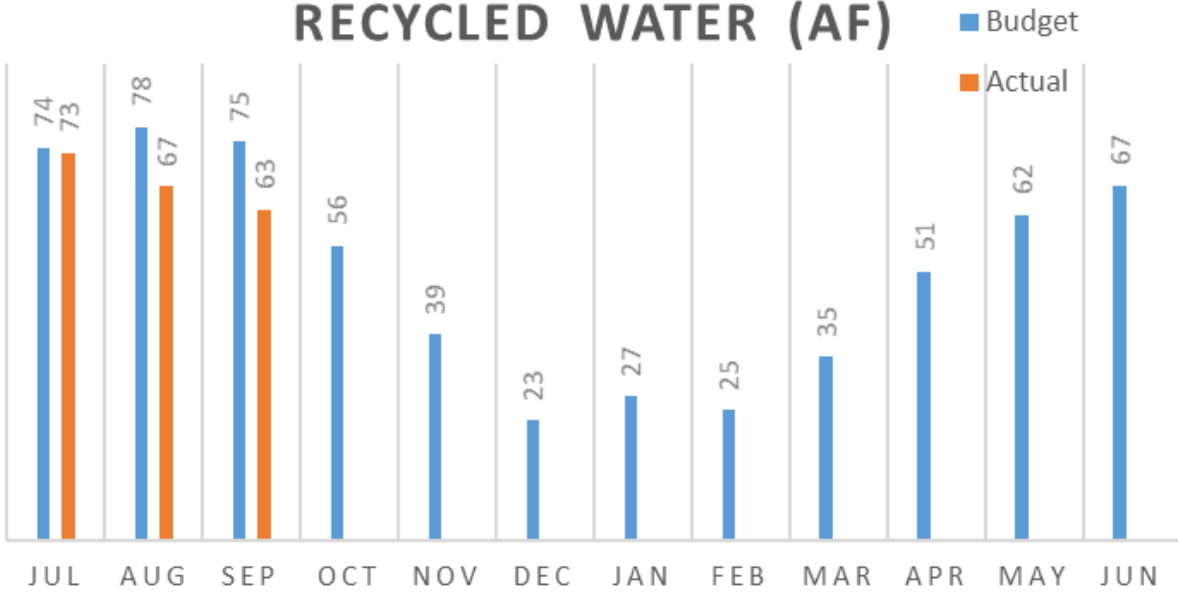
The District's monthly and year-to-date total expenditures are 8.9% under budget due to the lower than budgeted water purchases. The overall the District's operating costs are also under budget but expected to trend to budget as the year progresses. Administrative Services is over budget due to expenditures related to detachment.

Total revenue is \$10,840,129 or 8.9% under budget and total expenditures are \$9,153,317 or 7.5% under budget. PAYGO CIP expenditures are slightly over budget for the month and year-to-date. After adjusting for the PAYGO expenditures year-to-date net revenues are slightly lower than Budgeted.

Recommended Action

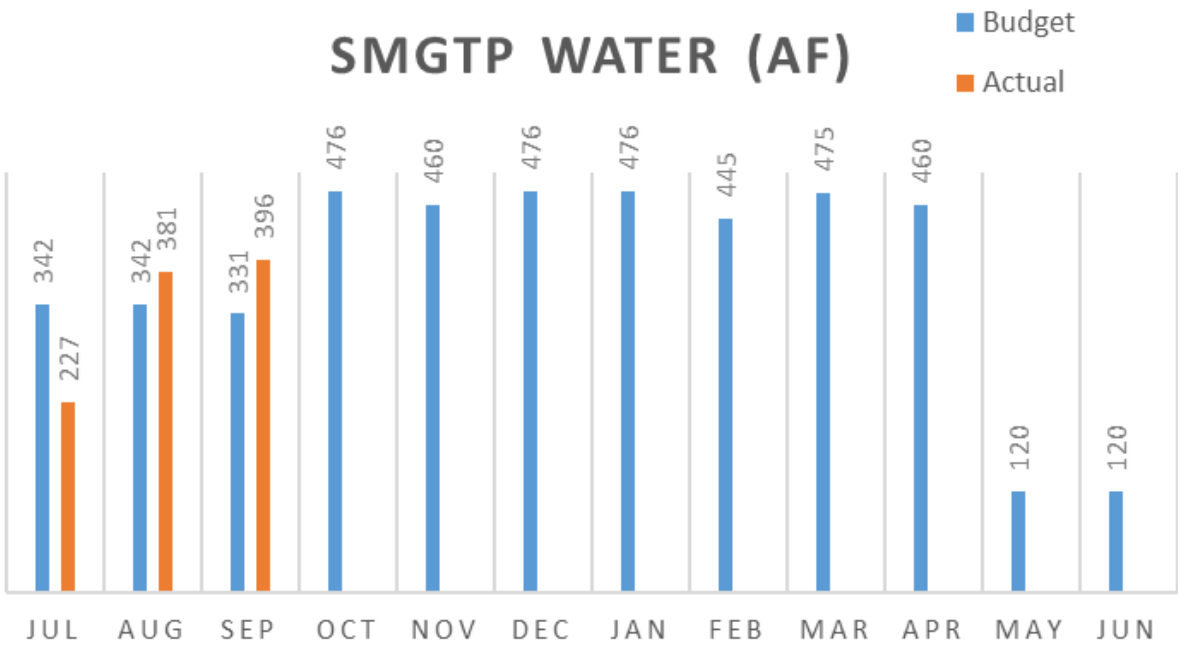
This item is for discussion only. No action is required.

RECYCLED WATER (AF)



Year-to-Date Actual 202 AF Year-to-Date Budget 227 AF

SMGTP WATER (AF)



Year-to-Date Actual 1,003 AF Year-to-Date Budget 1,015 AF

Monthly Budget Report for September

Favorable Variance Shown as a positive number

	Current Month		Year-To-Date				Annual Budget		
	Actual	Budget	Actual	Budget	Variance	%	Budget	Remaining Balance	%
Operating Revenues:								Year remaining	75.0%
Water Sales ⁽¹⁾	1,650,269	2,194,461	5,239,470	6,522,871	(1,283,401)	-19.7%	19,297,736	14,058,266	72.8%
Water Meter Service Charges	741,235	743,641	2,223,016	2,230,923	(7,907)	-0.4%	9,213,712	6,990,696	75.9%
Wastewater Service Charges	627,090	613,806	1,865,506	1,841,419	24,087	1.3%	6,971,339	5,105,833	73.2%
Recycled Water Revenues	129,286	155,893	420,361	470,937	(50,576)	-10.7%	1,299,770	879,409	67.7%
Other Operating Revenue	-	-	-	-	-	NA	-	-	NA
Total Operating Revenue	3,147,879	3,707,801	9,748,353	11,066,150	(1,317,797)	-11.9%	36,782,557	27,034,204	73.5%
Non Operating Revenues:									
Water Capital Improvement Charge	140,055	145,001	419,944	435,003	(15,058)	-3.5%	1,740,011	1,320,066	75.9%
Wastewater Capital Improvement Charge	107,341	110,683	322,047	332,049	(10,002)	-3.0%	1,328,198	1,006,150	75.8%
Property Taxes	16,046	19,095	58,313	55,124	3,189	5.8%	2,700,000	2,641,687	97.8%
Water Standby/Availability Charge	-	1	-	2	(2)	-100.0%	200,000	200,000	100.0%
Water/Wastewater Capacity Charges	23,016	10,833	43,266	32,500	10,766	33.1%	130,000	86,734	66.7%
Portfolio Interest	15,084	33,410	105,365	100,231	5,134	5.1%	400,923	295,559	73.7%
Federal Interest Rate Subsidy	-	-	-	-	-	NA	70,261	70,261	100.0%
SDCWA Refund/Covid Relief Grant	-	-	-	-	-	NA	-	-	NA
Facility Rents	34,583	26,032	74,302	78,097	(3,794)	-4.9%	312,386	238,084	76.2%
Fire Hydrant Service Fees	-	-	11,482	-	11,482	NA	-	(11,482)	NA
Other Non-Operating Revenues	22,923	6,250	57,057	18,750	38,307	204.3%	75,000	17,943	23.9%
Total Non Operating Revenues	359,047	351,306	1,091,776	1,051,756	40,020	3.8%	6,956,779	5,865,003	84.3%
Total Revenues	3,506,926	4,059,107	10,840,129	12,117,906	(1,277,776)	-10.5%	43,739,336	32,899,206	75.2%
Expenditures									
Purchased Water Expense	861,508	1,222,683	3,003,520	3,615,048	611,529	16.9%	9,558,078	6,554,559	68.6%
Water Services	535,688	438,829	1,513,381	1,446,031	(67,350)	-4.7%	5,857,063	4,343,682	74.2%
Wastewater Services	230,160	289,104	783,777	952,655	168,877	17.7%	3,858,671	3,074,894	79.7%
Recycled Water Services	39,721	48,252	116,905	159,000	42,095	26.5%	644,021	527,116	81.8%
Administrative Services	770,920	594,445	2,110,904	1,958,817	(152,087)	-7.8%	7,934,072	5,823,168	73.4%
Community Benefit Program	-	40,908	-	134,800	134,800	100.0%	546,000	546,000	100.0%
Total Operating Expenses	2,437,998	2,634,221	7,528,487	8,266,351	737,864	8.9%	28,397,906	20,869,418	73.5%
Debt Service Expenses									
SMCUP SRF	-	-	-	-	-	NA	2,814,795	2,814,795	100.0%
Red Mountain SRF	-	-	197,925	197,925	-	0.0%	395,851	197,925	50.0%
WW Rev Refunding Bonds	1,426,904	1,426,904	1,426,904	1,426,904	-	0.0%	1,730,746	303,841	17.6%
QECB Solar Debt	-	-	-	-	-	NA	521,690	521,690	100.0%
Total Debt Service	1,426,904	1,426,904	1,624,830	1,624,830	-	0.0%	5,463,081	3,838,251	70.3%
Total Expenses	3,864,902	4,061,125	9,153,317	9,891,181	737,864	7.5%	33,860,987	24,707,670	73.0%
Net Revenue/(loss) From Operations and Debt Service	(357,976)	(2,018)	1,686,812	2,226,725	(539,912)	-24.2%	9,878,349	8,191,537	82.9%
Capital Investment									
Capital Investment ⁽²⁾									
Construction Expenditures-Admin	1,449	9,167	27,672	27,500	(172)	-0.6%	966,000	938,328	97.1%
Construction Expenditures-Water	861,933	653,042	2,037,818	1,756,125	(281,693)	-16.0%	7,379,500	5,341,682	72.4%
Construction Expenditures-Recycled	15,887	27,250	15,887	29,750	13,863	46.6%	119,000	103,113	86.6%
Construction Expenditures-Wastewater	48,891	136,500	114,944	233,167	118,223	50.7%	1,765,000	1,650,056	93.5%
Construction Expenditures-PAYGO TOTAL	928,161	825,958	2,196,320	2,046,542	(149,779)	-7.3%	10,229,500	8,033,180	78.5%
Net Revenue/(Loss)	(1,286,137)	(827,977)	(509,508)	180,183	(689,691)	-382.8%	(351,151)	158,357	-45.1%

(1) Includes Local Resource Credit of \$277,062.00

(1) Detailed CIP Summary Table attached

CIP Summary Table

FY24 PAYGO CIP Summary Table

Water Capital Projects	Annual Budget	September Expenditures	Year-to-Date
Pipelines and Valve Replacement Projects by District	\$ 680,000	\$ 42,572	\$ 321,484
Pipeline Replacement Projects by Contractors	\$ 5,760,000	\$ 724,464	\$ 1,552,520
Deluz ID Projects	\$ 100,000	\$ 32,740	\$ 32,740
Pump Stations	\$ 100,000	\$ -	\$ -
Meter Replacement	\$ 20,000	\$ 3,831	\$ 16,198
Pressure Reducing Stations	\$ 40,000	\$ -	\$ -
Red Mountain Reservoir Improvements	\$ 24,000	\$ -	\$ -
Steel Reservoir Improvements	\$ 162,000	\$ 13,612	\$ 13,612
Treatment Plant R&R	\$ 200,000	\$ 34,556	\$ 47,676
SCADA Upgrades/ Security/Telemetry	\$ 150,000	\$ 7,660	\$ 21,150
Vehicles and Heavy Equipment	\$ 143,500	\$ 1,498	\$ 31,437
Total Water Capital Projects	\$ 7,379,500	\$ 860,932	\$ 2,036,817

Recycled Water Capital Projects

Recycled Water Improvements	\$ 119,000	\$ 15,887	\$ 15,887
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Wastewater Capital Projects

WRP Improvements	\$ 855,000	\$ 37,727	\$ 82,877
Collection System Improvements	\$ 390,000	\$ 11,165	\$ 32,067
Outfall Improvements	\$ 25,000	\$ -	\$ -
Vehicles and Heavy Equipment	\$ 495,000	\$ -	\$ -
Total Wastewater Capital Projects	\$ 1,765,000	\$ 48,891	\$ 114,944

Administrative Capital Projects

Administrative Upgrades	\$ 50,000	\$ -	\$ 855
Engineering and Operations Information Systems	\$ -	\$ -	\$ -
Facility Improvements/Upgrades/Security	\$ 496,000	\$ 1,449	\$ 26,817
District Yard Improvements	\$ 420,000	\$ -	\$ -
Total Administrative Capital Projects	\$ 966,000	\$ 1,449	\$ 27,672

Capital Projects Total	\$ 10,229,500	\$ 927,159	\$ 2,195,319
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09/30/2023

Treasurer's Warrant No. September

TO: Treasurer of the Fallbrook Public Utility District

The bills and claims listed below are approved as authorized by resolution no. 3538 of the Board of Directors dated July 8, 1985. You are hereby authorized and directed to pay said prospective claims for the amounts stated (less discounts in instances where discounts are allowed).

Payroll - 09/2023

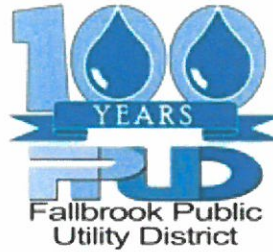
Computer Check Register

Payroll #1	\$ 192,178.59
Payroll #2	<u>\$184,285.53</u>
	<u>\$376,464.12</u>

Accounts Payable

Checks by Date - Summary by Check Date

User: annaleceb
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	00152	FPUD EMPL ASSOCIATION	09/07/2023	465.00
ACH	00718	NATIONWIDE RETIREMENT SOLUTIO	09/07/2023	3,875.00
ACH	06758	UNITED STATES TREASURY	09/07/2023	75,487.38
ACH	06759	STATE OF CA - PR TAXES	09/07/2023	12,524.99
ACH	06760	STATE OF CA - SDI	09/07/2023	2,518.20
ACH	06761	LINCOLN FINANCIAL GROUP	09/07/2023	15,524.04
ACH	06763	PERS - PAYROLL	09/07/2023	51,823.96
92436	91833	FAMILY SUPPORT REGISTRY	09/07/2023	100.15
92437	05560	FRANCHISE TAX BOARD	09/07/2023	50.00
92438	91804	ABATIX CORP	09/07/2023	364.11
92439	91286	AMAZON CAPITAL SERVICES, INC.	09/07/2023	762.59
92440	91841	AMERICAN LABOR POOL, INC.	09/07/2023	1,480.00
92441	91608	AT&T MOBILITY LLC	09/07/2023	3,767.21
92442	03134	CALIFORNIA WATER ENVIRONMENT	09/07/2023	103.00
92443	06115	CDW GOVERNMENT INC.	09/07/2023	208.24
92444	91241	LISA CHAFFIN	09/07/2023	60.00
92445	91595	CLIFTONLARSONALLEN LLP	09/07/2023	1,400.00
92446	91243	CUSTOM UPHOLSTERY UNLIMITED	09/07/2023	350.00
92447	05180	NOELLE DENKE	09/07/2023	94.19
92448	01099	FALLBROOK IRRIGATION INC	09/07/2023	119.04
92449	01432	FERGUSON WATERWORKS #1083	09/07/2023	17,515.13
92450	02972	FISHER SCIENTIFIC COMPANY LLC	09/07/2023	2,266.60
92451	02170	GRAINGER, INC.	09/07/2023	1,310.34
92452	05380	HACH CO	09/07/2023	929.61
92453	91473	HARRIS & ASSOCIATES	09/07/2023	3,330.00
92454	06561	HOWELLS GOVERNMENT RELATIONS	09/07/2023	7,500.00
92455	06577	INFOSEND INC	09/07/2023	2,898.36
92456	00190	JCI JONES CHEMICALS INC.	09/07/2023	10,715.39
92457	91304	LEARNSOFT ENTERPRISE TRAINING	09/07/2023	510.00
92458	01267	PACIFIC PIPELINE	09/07/2023	1,677.28
92459	91155	QUALITY GATE COMPANY, INC	09/07/2023	725.00
92460	91071	JACOB ROBINSON	09/07/2023	69.00
92461	00232	SAN DIEGO GAS & ELECTRIC	09/07/2023	8,077.09
92462	06619	SAN DIEGO REFRIGERATION	09/07/2023	250.00
92463	04434	SNAP ON TOOLS	09/07/2023	220.35
92464	06605	SOUTHLAND PIPE CORP.	09/07/2023	5,481.26
92465	91860	SPECTRUM ENTERPRISE	09/07/2023	1,489.00
92466	91040	SPRINGBROOK NATIONAL USER GRO	09/07/2023	175.00
92467	05415	STATE WATER RESOURCE CONTROL I	09/07/2023	60.00
92468	05747	TEMECULA VALLEY PIPE & SUPPLY	09/07/2023	1,155.80
92469	00724	UNDERGROUND SERVICE ALERT	09/07/2023	352.18
92470	91703	UNIVAR SOLUTIONS	09/07/2023	7,421.41
92471	91753	US TREASURY	09/07/2023	154,310.00
92472	04290	VILLAGE NEWS, INC.	09/07/2023	903.00
92473	00233	WAXIE SANITARY SUPPLY	09/07/2023	2,534.17
92474	91554	WESTECH ENGINEERING, INC.	09/07/2023	995.84
92475	02773	WHITE CAP L.P	09/07/2023	1,215.29

Check No	Vendor No	Vendor Name	Check Date	Check Amount
92476	91214	YOUNGREN CONSTRUCTION, INC.	09/07/2023	1,150.00
Total for 9/7/2023:				406,314.20
92477	00231	SAN DIEGO COUNTY WATER AUTH	09/14/2023	1,019,338.50
92478	91804	ABATIX CORP	09/14/2023	1,186.37
92479	06323	ADVANCED COMMUNICATION SYSTE	09/14/2023	817.50
92480	91256	AFP	09/14/2023	2,530.47
92481	91286	AMAZON CAPITAL SERVICES, INC.	09/14/2023	1,757.93
92482	91490	AMAZON WEB SERVICES, INC.	09/14/2023	1,115.62
92483	91841	AMERICAN LABOR POOL, INC.	09/14/2023	1,036.00
92484	06020	BABCOCK LABORATORIES, INC	09/14/2023	6,136.81
92485	91440	BP BATTERY INC	09/14/2023	227.92
92486	91069	BRENNTAG PACIFIC INC.	09/14/2023	1,818.12
92487	91403	CALIFORNIA MUNICIPAL STATISTICS	09/14/2023	550.00
92488	91705	CALIFORNIA SURVEYING AND DRAF	09/14/2023	507.41
92489	91819	COMPLETE OFFICE OF CALIFORNIA,	09/14/2023	259.00
92490	91330	AARON COOK	09/14/2023	90.96
92491	91210	CORE & MAIN LP	09/14/2023	13,045.97
92492	05953	CORODATA RECORDS MANAGEMENT	09/14/2023	899.41
92493	02925	DATA NET SOLUTIONS	09/14/2023	2,783.00
92494	04122	EVOQUA WATER TECHNOLOGIES LLC	09/14/2023	7,120.98
92495	91611	FALLBROOK ACE HARDWARE	09/14/2023	1,595.01
92496	00169	FALLBROOK OIL COMPANY	09/14/2023	10,981.46
92497	00170	FALLBROOK WASTE & RECYCLING	09/14/2023	1,003.14
92498	04494	FEDERAL EXPRESS CORPORATION	09/14/2023	291.56
92499	01432	FERGUSON WATERWORKS #1083	09/14/2023	355.58
92500	02972	FISHER SCIENTIFIC COMPANY LLC	09/14/2023	2,051.99
92501	02767	GRANGETTO FARM & GARDEN SUPPI	09/14/2023	55.96
92502	03174	HAAKER EQUIPMENT COMPANY	09/14/2023	854.02
92503	05380	HACH CO	09/14/2023	355.58
92504	06062	HARRINGTON INDUSTRIAL PLASTICS	09/14/2023	12,959.68
92505	03161	IDEXX DISTRIBUTION, INC.	09/14/2023	1,170.93
92506	06591	KARN ENGINEERING & SURVEYING	09/14/2023	480.00
92507	06479	KNOCKOUT PEST CONTROL & TERMI	09/14/2023	300.00
92508	91815	MAIN ELECTRIC SUPPLY COMPANY L	09/14/2023	2,065.84
92509	91751	MANAGED MOBILE INC	09/14/2023	1,162.80
92510	02618	MC MASTER-CARR	09/14/2023	309.56
92511	00370	NUTRIEN AG SOLUTIONS, INC.	09/14/2023	802.19
92512	06298	ONESOURCE DISTRIBUTORS, LLC	09/14/2023	6,729.02
92513	91674	O'REILLY AUTO ENTERPRISES, LLC	09/14/2023	87.72
92514	91780	OSTS INC	09/14/2023	2,040.00
92515	91779	RINGCENTRAL, INC.	09/14/2023	1,099.77
92516	00232	SAN DIEGO GAS & ELECTRIC	09/14/2023	160,800.63
92517	91486	SATELLITE PHONE STORE	09/14/2023	78.28
92518	00236	SCRAPPYS	09/14/2023	20.00
92519	91723	SPECIALTY MOWING SERVICES, INC	09/14/2023	16,351.60
92520	91860	SPECTRUM ENTERPRISE	09/14/2023	6,124.54
92521	91799	SUNBELT RENTALS, INC	09/14/2023	8,462.86
92522	00159	SUPERIOR READY MIX	09/14/2023	985.56
92523	06735	TCN, INC.	09/14/2023	78.68
92524	91668	V & A CONSULTING ENGINEERS, INC.	09/14/2023	10,000.00
92525	00233	WAXIE SANITARY SUPPLY	09/14/2023	174.56
92526	06231	WESTERN WATER WORKS SUPPLY CC	09/14/2023	1,189.99
92527	04995	AMERICAN MESSAGING	09/14/2023	247.19
92528	05719	ENVIRONMENTAL SYSTEMS RESEAR	09/14/2023	28,400.00
92529	91867	HORROCKS ENGINEERS	09/14/2023	1,254.80

Check No	Vendor No	Vendor Name	Check Date	Check Amount
92530	UB*00511	BRIAN & SANDRA KINSLER	09/14/2023	115.04
92531	91107	SPECTRUM BUSINESS	09/14/2023	147.44
Total for 9/14/2023:				1,342,404.95
ACH	00152	FPUD EMPL ASSOCIATION	09/21/2023	474.50
ACH	00718	NATIONWIDE RETIREMENT SOLUTIO	09/21/2023	3,875.00
ACH	06758	UNITED STATES TREASURY	09/21/2023	70,331.24
ACH	06759	STATE OF CA - PR TAXES	09/21/2023	11,560.31
ACH	06760	STATE OF CA - SDI	09/21/2023	2,329.75
ACH	06761	LINCOLN FINANCIAL GROUP	09/21/2023	15,341.04
ACH	06763	PERS - PAYROLL	09/21/2023	50,447.30
ACH	06758	UNITED STATES TREASURY	09/21/2023	1,069.50
ACH	06760	STATE OF CA - SDI	09/21/2023	62.91
ACH	06761	LINCOLN FINANCIAL GROUP	09/21/2023	6,392.45
ACH	91223	STERLING ADMINISTRATION	09/21/2023	125.00
92534	90979	ABABA BOLT	09/21/2023	483.26
92535	91286	AMAZON CAPITAL SERVICES, INC.	09/21/2023	324.03
92536	05088	AT&T	09/21/2023	603.71
92537	91160	AVI SYSTEMS, INC.	09/21/2023	20,021.54
92538	91503	BACKGROUNDS ONLINE	09/21/2023	214.50
92539	91827	JUSTIN CAMERON	09/21/2023	105.00
92540	03978	CAMERON WELDING SUPPLY	09/21/2023	1,016.23
92541	02176	CORELOGIC SOLUTIONS, LLC	09/21/2023	200.00
92542	06675	CORODATA SHREDDING, INC	09/21/2023	67.32
92543	05714	COUNTY OF SD DEPT PUBLIC WORKS	09/21/2023	438.00
92544	02925	DATA NET SOLUTIONS	09/21/2023	1,856.25
92545	06422	DHK ENGINEERS, INC	09/21/2023	16,540.00
92546	04122	EVOQUA WATER TECHNOLOGIES LLC	09/21/2023	377.13
92547	91611	FALLBROOK ACE HARDWARE	09/21/2023	16.32
92548	09523	FALLBROOK EQUIP RENTALS	09/21/2023	56,193.15
92549	02972	FISHER SCIENTIFIC COMPANY LLC	09/21/2023	601.76
92550	06398	FULLCOURT PRESS	09/21/2023	3,663.50
92551	91837	GEOTAB USA, INC.	09/21/2023	792.90
92552	02170	GRAINGER, INC.	09/21/2023	5,158.00
92553	03174	HAAKER EQUIPMENT COMPANY	09/21/2023	1,598.81
92554	06329	HILL BROTHERS CHEMICAL COMPAN	09/21/2023	1,688.59
92555	06577	INFOSEND INC	09/21/2023	1,074.08
92556	90887	LLOYD PEST CONTROL	09/21/2023	205.00
92557	91815	MAIN ELECTRIC SUPPLY COMPANY L	09/21/2023	154.06
92558	91192	MISSION LINEN SUPPLY	09/21/2023	1,670.56
92559	90932	NAPA AUTO PARTS	09/21/2023	816.05
92560	03201	NATIONAL SAFETY COMPLIANCE INC	09/21/2023	58.40
92561	00370	NUTRIEN AG SOLUTIONS, INC.	09/21/2023	11.42
92562	01267	PACIFIC PIPELINE	09/21/2023	601.99
92563	91767	PALM ENGINEERING CONSTRUCTION	09/21/2023	367,007.77
92564	00216	PINE TREE LUMBER	09/21/2023	66.69
92565	91658	PK MECHANICAL SYSTEMS, INC	09/21/2023	2,510.92
92566	91538	PUDGIL & COMPANY	09/21/2023	5,285.00
92567	91155	QUALITY GATE COMPANY, INC	09/21/2023	435.00
92568	06717	RDO EQUIPMENT CO	09/21/2023	20,845.00
92569	05403	SAN DIEGO UNION-TRIBUNE CO.	09/21/2023	504.21
92570	91644	HUGO SANTILLAN	09/21/2023	91.53
92571	06401	SONSRAY MACHINERY LLC	09/21/2023	5,531.57
92572	90929	SOUTHWEST ANSWERING SERVICE, I	09/21/2023	817.00
92573	02206	STATE WATER RESOURCES CONTROL	09/21/2023	652.00
92574	91768	THE ALCHEMY GROUP INC	09/21/2023	7,500.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
92575	06512	ULINE SHIPPING SUPPLIES	09/21/2023	153.12
92576	00101	ACWA JPIA	09/21/2023	120,022.89
92577	91286	AMAZON CAPITAL SERVICES, INC.	09/21/2023	381.85
92578	91841	AMERICAN LABOR POOL, INC.	09/21/2023	1,184.00
92579	91814	AURORA POWER SERVICES	09/21/2023	8,750.00
92580	91403	CALIFORNIA MUNICIPAL STATISTICS,	09/21/2023	500.00
92581	01719	MICKEY M. CASE	09/21/2023	60.00
92582	91272	KEVIN COLLINS	09/21/2023	60.00
92583	UB*00512	JUSTIN & MEGAN COOPER	09/21/2023	346.42
92584	02925	DATA NET SOLUTIONS	09/21/2023	176.77
92585	06022	JAMISON DAVIS	09/21/2023	60.50
92586	91129	JENNIFER DEMEO	09/21/2023	548.24
92587	06762	DENALI WATER SOLUTIONS LLC	09/21/2023	6,424.35
92588	UB*00513	GRK DEVELOPERS	09/21/2023	37.40
92589	05192	DIAMOND ENVIRONMENTAL SERVIC	09/21/2023	553.91
92590	91305	DXP ENTERPRISES, INC.	09/21/2023	2,109.90
92591	04122	EVOQUA WATER TECHNOLOGIES LLC	09/21/2023	9,965.58
92592	09523	FALLBROOK EQUIP RENTALS	09/21/2023	536.30
92593	91833	FAMILY SUPPORT REGISTRY	09/21/2023	100.15
92594	06497	FASTENAL COMPANY	09/21/2023	1,620.56
92595	04494	FEDERAL EXPRESS CORPORATION	09/21/2023	14.84
92596	01432	FERGUSON WATERWORKS #1083	09/21/2023	10,440.58
92597	91848	FERNANDEZ GOVERNMENT SOLUTIC	09/21/2023	8,000.00
92598	05560	FRANCHISE TAX BOARD	09/21/2023	50.00
92599	05814	GEORGE PLUMBING COMPANY INC	09/21/2023	1,044.00
92600	91473	HARRIS & ASSOCIATES	09/21/2023	125.00
92601	06426	INDUSTRIAL SAFETY PROFESSIONAL	09/21/2023	3,360.00
92602	06380	JANI-KING OF CALIFORNIA, INC - SA	09/21/2023	3,433.71
92603	05065	JOHNSON CONTROLS SECURITY SOL	09/21/2023	762.13
92604	91130	LINCOLN NATIONAL LIFE INSURANC	09/21/2023	4,163.14
92605	02618	MC MASTER-CARR	09/21/2023	332.53
92606	03201	NATIONAL SAFETY COMPLIANCE INC	09/21/2023	587.32
92607	01267	PACIFIC PIPELINE	09/21/2023	14,990.06
92608	91155	QUALITY GATE COMPANY, INC	09/21/2023	768.00
92609	04075	RAYNE WATER SYSTEMS	09/21/2023	180.00
92610	91482	S & R TOWING	09/21/2023	1,300.00
92611	06643	SAN DIEGO LAFCO	09/21/2023	50,000.00
92612	05656	SLOAN ELECTROMECHANICAL SERV	09/21/2023	15,886.66
92613	91860	SPECTRUM ENTERPRISE	09/21/2023	90.00
92614	05415	STATE WATER RESOURCE CONTROL I	09/21/2023	105.00
92615	91082	TELETRAC, INC	09/21/2023	2,572.64
92616	91703	UNIVAR SOLUTIONS	09/21/2023	13,669.15
Total for 9/21/2023:				975,273.95
92617	91286	AMAZON CAPITAL SERVICES, INC.	09/28/2023	685.50
92618	91841	AMERICAN LABOR POOL, INC.	09/28/2023	1,184.00
92619	91608	AT&T MOBILITY LLC	09/28/2023	3,921.23
92620	06235	JACK BEBEE	09/28/2023	150.74
92621	02743	BEST BEST & KRIEGER	09/28/2023	39,750.91
92622	03134	CALIFORNIA WATER ENVIRONMENT	09/28/2023	746.00
92623	03978	CAMERON WELDING SUPPLY	09/28/2023	251.03
92624	06299	D & H WATER SYSTEMS, INC	09/28/2023	11,042.50
92625	06527	E.H. WACHS	09/28/2023	169.65
92626	01099	FALLBROOK IRRIGATION INC	09/28/2023	875.20
92627	00169	FALLBROOK OIL COMPANY	09/28/2023	4,090.40
92628	91200	FIRST BANKCARD	09/28/2023	3,316.87

Check No	Vendor No	Vendor Name	Check Date	Check Amount
92629	91201	FIRST BANKCARD	09/28/2023	652.73
92630	91202	FIRST BANKCARD	09/28/2023	2,275.85
92631	91225	FIRST BANKCARD	09/28/2023	356.53
92632	91313	FIRST BANKCARD	09/28/2023	14.99
92633	91323	FIRST BANKCARD	09/28/2023	272.65
92634	91540	FIRST BANKCARD	09/28/2023	5,191.80
92635	91620	FIRST BANKCARD	09/28/2023	900.84
92636	91678	FIRST BANKCARD	09/28/2023	1,078.09
92637	91744	FIRST BANKCARD	09/28/2023	1,059.00
92638	91847	FIRST BANKCARD	09/28/2023	4,302.93
92639	02767	GRANGETTO FARM & GARDEN SUPPI	09/28/2023	21.25
92640	03174	HAAKER EQUIPMENT COMPANY	09/28/2023	475.55
92641	05380	HACH CO	09/28/2023	1,160.31
92642	06561	HOWELLS GOVERNMENT RELATIONS	09/28/2023	7,500.00
92643	06577	INFOSEND INC	09/28/2023	70.97
92644	04926	KONICA MINOLTA PREMIER FINANCE	09/28/2023	2,172.84
92645	05194	LESLIE'S SWIMMING POOL SUPPLIES	09/28/2023	8,619.78
92646	91815	MAIN ELECTRIC SUPPLY COMPANY L	09/28/2023	1,704.11
92647	01267	PACIFIC PIPELINE	09/28/2023	1,303.78
92648	91535	PAYMENTUS CORPORATION	09/28/2023	3,991.61
92649	91007	PFM ASSET MANGEMENT LLC	09/28/2023	1,336.72
92650	91658	PK MECHANICAL SYSTEMS, INC	09/28/2023	23,502.56
92651	91077	RED WING BUSINESS ADVANTAGE AC	09/28/2023	1,202.16
92652	06608	ROTARY CLUB OF FALLBROOK	09/28/2023	182.00
92653	91826	RS AMERICAS, INC.	09/28/2023	2,485.58
92654	06064	SOLENIS LLC	09/28/2023	446.12
92655	91723	SPECIALTY MOWING SERVICES, INC	09/28/2023	16,475.00
92656	91860	SPECTRUM ENTERPRISE	09/28/2023	92.34
92657	91588	SPRINGBROOK HOLDING COMPANY 1	09/28/2023	495.00
92658	04820	KEVIN STAMPER	09/28/2023	412.00
92659	02927	TIM STERGER	09/28/2023	60.00
92660	91703	UNIVAR SOLUTIONS	09/28/2023	16,626.81
92661	04313	USA BLUEBOOK	09/28/2023	6,425.30
92662	91859	WEST COAST ARBORISTS, INC	09/28/2023	4,900.00
Total for 9/28/2023:				183,951.23
Report Total (243 checks):				2,907,944.33

A handwritten signature in black ink, appearing to read "Jack Bebee", is written above a solid horizontal line.

Jack Bebee

General Manager

FALLBROOK PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS

DIRECTOR'S REPORT OF CONFERENCE / MEETING ATTENDANCE

Director Name: Kenneth Endter

Name & Location of Function: Butcher Block Restaurant
San Diego, CA

Date(s) of Attendance: 10-17-23

Purpose of Function: COWU Luncheon / Business Meeting

Sponsoring Organization: COWU

Summary of Conference or Meeting:

ACWA Presentation on Surveys as a Benchmark!
It is a Systemic Eval. of Products & Services
Purpose: a) Supplier Areas of Improvement
b) Performance Indicators, ie: organization,
Operations, Service, Water operations, Waste-
Water Operations, and Public Satisfaction.
It's Not a one time event, an investigation
not competitive. It's a "Conversation"!!
Gives Answers.

Director Signature: [Signature]

Date: 10/17/23

The Administrative Code requires reports of conferences or meetings for which a director requests per diem or expense reimbursement. Reports must be submitted to the secretary no later than one (1) week prior to the board meeting.

Reports must be submitted before the District will pay per diem or reimbursement for the conference or meeting. Reports are not required for board or committee meetings or meetings with board or committee officers, the general manager, or the general counsel.

FALLBROOK PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS

DIRECTOR'S REPORT OF CONFERENCE / MEETING ATTENDANCE

Director Name: Jennifer DeMeo

Name & Location of Function: Council of Water Utilities, SD
Butcher Shop Restaurant, San Diego CA

Date(s) of Attendance: Tuesday

Purpose of Function: _____

Sponsoring Organization: COWU

Summary of Conference or Meeting:

Topic: AWWA Utility Benchmarks
presenters Robert Yano Asst GM Sweetwater
+ Adolfo Segura Chief Admin Otay

How benchmarking benefits water
utilities + districts. How the
survey helps delineate what
needs to be tracked in districts

Director Signature: Jennifer DeMeo Date: 10/18/2023

The Administrative Code requires reports of conferences or meetings for which a director requests per diem or expense reimbursement. Reports must be submitted to the secretary no later than one (1) week prior to the board meeting.

Reports must be submitted before the District will pay per diem or reimbursement for the conference or meeting. Reports are not required for board or committee meetings or meetings with board or committee officers, the general manager, or the general counsel.