



**REGULAR BOARD MEETING AGENDA  
TRABUCO CANYON WATER DISTRICT  
32003 DOVE CANYON DRIVE, TRABUCO CANYON, CALIFORNIA  
ADMINISTRATIVE FACILITY, BOARD ROOM  
MAY 19, 2022 AT 7:00 PM**

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**BOARD OF DIRECTORS**

Don Chadd, President  
Stephen Dopudja, Vice President  
Glenn Acosta, Director  
Edward Mandich, Director  
Michael Safranski, Director

**DISTRICT STAFF**

Fernando Paludi, General Manager  
Michael Perea, District Secretary  
Cindy Byerrum, District Treasurer  
Hanson Bridgett LLP, District General Legal Counsel

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**AGENDA NOTE:**

*Trabuco Canyon Water District (District) will make this Regular Board Meeting available by telephone audio as follows:*

**Telephone Audio:** 1 (669) 900-6833 (Toll Free)      **Access Code:** 913-8681-1652

*Persons desiring to monitor the Board meeting agenda items may download the Board meeting agenda and documents on the internet at [www.tcwd.ca.gov](http://www.tcwd.ca.gov). You may submit public comments by email to the Board at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). In order to be part of the record, emailed comments on meeting agenda items must be received by the District, at the referenced e-mail address, not later than 6:00 p.m. (PDT) on the day of the meeting.*

**CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE**

**PRESENTATION BY VICKI OSBORN ON WATER EMERGENCY RESPONSE ORGANIZATION OF ORANGE COUNTY (WEROC)**

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

*Determine need and take action on item(s) that arose subsequent to posting the Regular Board Meeting agenda.*

**VISITOR PARTICIPATION**

*Members of the public wishing to address the Board regarding a particular item on the agenda are requested to submit public comments by email to the Board at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). Public comments may also be submitted by teleconference during the meeting. The Board President will call on the visitor following the Board's discussion about the matter. Members of the public will be given the opportunity to speak prior to the Board taking action on that item. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.*

**ORAL COMMUNICATION**

*Members of the public who wish to make comment on matters not appearing on the agenda are requested to submit oral communication by email to the Board at [mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov). Public comments may also be submitted by teleconference during the meeting. Under the requirements of State Law, Directors cannot take action on items not identified on the agenda and will not make decisions on such matters. The Board President may direct District Staff to follow up on issues as may be deemed appropriate. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.*

**DIRECTORS' COMMENTS AND MEETING REPORTS**

**REPORT FROM THE GENERAL MANAGER**

## CONSENT CALENDAR

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*All matters under the Consent Calendar will be approved by one motion unless a Board member or staff member requests a separate action on a specific item.*

### ITEM 1: APPROVAL OF MINUTES OF BOARD MEETING(S)

**RECOMMENDED ACTION**

*Approve the minutes of the following Board Meetings:*

1. April 21, 2022 Regular Board Meeting

### ITEM 2: TREASURER'S REPORT

a. FINANCE/AUDIT COMMITTEE MEETING

**RECOMMENDED ACTION:**

*Receive and file the following Finance/Audit Committee Meeting Recap(s):*

1. April 13, 2022

b. PRESENTATION OF FINANCIALS

**RECOMMENDED ACTION:**

*Receive and file the preliminary statement(s) of revenues and expenses and preliminary unaudited financials for the following month(s):*

1. March 2022

c. PAYMENT OF BILLS FOR CONSIDERATION

**RECOMMENDED ACTION:**

*Ratify the payment of bills for consideration, Payroll and Payroll Taxes for April 2022.*

### ITEM 3: ENGINEERING/OPERATIONAL COMMITTEE MEETING

**RECOMMENDED ACTION:**

*Receive and file the following Engineering/Operational Committee Meeting Recap(s):*

1. April 6, 2022

### ITEM 4: EXECUTIVE COMMITTEE MEETING

**RECOMMENDED ACTION:**

*Receive and file the following Executive Committee Meeting Recap(s):*

1. April 6, 2022



**ACTION CALENDAR**

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All matters under the Action Calendar have been reviewed by the General Manager and Staff prior to the Board's consideration.

**ADMINISTRATIVE MATTERS**

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**ITEM 5: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/ ATTENDANCE**

**RECOMMENDED ACTION:**

Approve the tentative future meetings/attendance items and ratify the Directors' expenses and fees from the following period(s):

1. April 2022

**FINANCIAL MATTERS**

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**ITEM 6: DISTRICT ETHICS POLICY UPDATE**

**RECOMMENDED ACTION:**

Approve the proposed Ethics Policy Update and rescind the Code of Conduct Guidelines approved on January 17, 1996.

**ENGINEERING MATTERS**

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**ITEM 7: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS**

**RECOMMENDED ACTION:**

Ratify the purchase of three (3) replacement pumps, two (2) guide rail systems and two (2) discharge elbows from Tekdraulics for Golf Club Sewer Lift Station in the amount of \$193,286.39.

**ITEM 8: SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA) JOINT POWERS AGREEMENT JPA DISCUSSIONS UPDATE**

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**RECOMMENDED ACTION:**

Receive information at the time of the meeting and take action(s) as deemed appropriate.

**LEGISLATIVE AND OTHER MATTERS**

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**ITEM 9: LOCAL GOVERNMENTAL AND LEGISLATIVE INFORMATIONAL MATTER(S)**

**RECOMMENDED ACTION(S):**

Receive information at the time of the meeting and take action(s) as deemed appropriate.

**ITEMS RECEIVED TOO LATE TO BE AGENDIZED**

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ITEM 10: \_\_\_\_\_

ITEM 11: \_\_\_\_\_



**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING AGENDA | MAY 19, 2022**

**GENERAL COUNSEL REPORT**

*Reports or comments from the District's General Counsel*

**OTHER INFORMATION/MATTERS**

*Reports or comments from the General Manager and/or Staff*

**ADDITIONAL DIRECTORS' COMMENTS**

*Additional reports or comments from Directors*

**END ACTION CALENDAR & ADJOURNMENT**

**AVAILABILITY OF AGENDA MATERIALS**

*Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Trabuco Canyon Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the Trabuco Canyon Water District Administrative Facility, 32003 Dove Canyon Drive, Trabuco Canyon, California (District Administrative Facility) and will be posted online on the District's website located at [www.tcwd.ca.gov](http://www.tcwd.ca.gov). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available online at [www.tcwd.ca.gov](http://www.tcwd.ca.gov) at the same time as they are distributed to the Board Members, except that, if such writings are distributed immediately prior to or during the meeting, they will be posted online on the District's website located at [www.tcwd.ca.gov](http://www.tcwd.ca.gov).*

**COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2**

*In compliance with California law and the Americans with Disabilities Act, if you need special disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 858-0277, at least 48 hours in advance of the scheduled Board meeting. Notification at least 48 hours prior to the meeting will assist the District in making reasonable arrangements to accommodate your request. The Board Meeting Room is wheelchair accessible.*

**FUTURE SCHEDULED REGULAR BOARD MEETINGS OF THE BOARD OF DIRECTORS**

*Upcoming Regular Meetings of the Board are expected to be held at the District Administrative Facility (Board Meeting Room) located at 32003 Dove Canyon Drive, Trabuco Canyon, California 92679 and are currently scheduled as follows:*

**June 16, 2022 | July 21, 2022 | August 18, 2022**



**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**CONSENT CALENDAR**

**ITEM 1: APPROVAL OF MINUTES OF BOARD MEETING(S)**

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**RECOMMENDED ACTION**

*Approve the minutes of the following Board Meetings:*

- 1. April 21, 2022 Regular Board Meeting*

**CONTACTS (staff responsible): PALUDI/PEREA/SANGI**



## **MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF TRABUCO CANYON WATER DISTRICT | APRIL 21, 2022**

The Regular Meeting of the Board of Directors of the Trabuco Canyon Water District (TCWD or District) conducted on April 21, 2022 was called to order by President Chadd at 7:00 p.m. in the Board Room at the District Administrative Facility located at 32003 Dove Canyon Drive, Trabuco Canyon, California. Mr. Perea, District Secretary, transcribed the minutes thereof.

### **DIRECTORS PRESENT**

President Don Chadd  
Vice President Stephen Dopudja  
Director Glenn Acosta  
Director Michael Safranski  
Director Edward Mandich

### **STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager  
Karen Warner, Principal Accountant  
Lorrie Lausten, District Engineer  
Jason Stroud, Maintenance Superintendent  
Oscar Ulloa, Wastewater Operations Superintendent

### **DISTRICT CONSULTANTS PRESENT**

Claire Collins, General Legal Counsel – Hanson Bridgett LLP  
Laura Ratcliff, General Legal Counsel – Hanson Bridgett LLP

### **PUBLIC PRESENT VIA CONFERENCE CALL**

Beth Heard, resident

### **PUBLIC PRESENT**

Habib Isaac, IB Consulting

### **PLEDGE OF ALLEGIANCE**

Director Safranski led the Board of Directors, District staff, and audience in the Pledge of Allegiance.

### **RECOGNITION OF STAFF PROMOTION - MR. OSCAR ULLOA, WASTEWATER OPERATIONS SUPERINTENDENT**

Mr. Paludi introduced Mr. Oscar Ulloa to the Board, and he reported that Mr. Ulloa has been promoted to the position of Wastewater Operations Superintendent. Mr. Paludi commended Mr. Ulloa for his hard work and dedication to the District.

Mr. Perea commended Mr. Ulloa for working hard to meet the requirements of the position and demonstrating the key qualities of a leader. Mr. Perea added that Mr. Ulloa is patient, careful in planning, and deliberate in action, and is confident in Mr. Ulloa's abilities for the position.

Mr. Ulloa addressed the Board and expressed his appreciation for the promotion to the Superintendent position.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | APRIL 21, 2022**

The Board of Directors congratulated Mr. Ulloa on his promotion and commended him on his hard work.

**ITEMS TOO LATE TO BE AGENDIZED**

None

**VISITOR PARTICIPATION & ORAL COMMUNICATION**

None

**DIRECTOR'S COMMENTS**

Director Acosta reported on the following:

- Commended Ms. Collins for being named to the Los Angeles Business Journal's 2022 Women of Influence.
- Reported on his attendance at the Water Advisory Committee of Orange County (WACO) meeting and guest speaker Mr. Frank Ury's presentation on cybersecurity for water agencies.
- Reported on his attendance at the Municipal Water District of Orange County (MWDOC) Elected Officials Forum which highlighted the FY 2022-23 Budget and Reserve matters.
- Recommended the District join the Rancho Santa Margarita Chamber of Commerce. Discussion occurred concerning membership opportunities.

Director Safranski reported on the following:

- Reported on his attendance at the City of Rancho Santa Margarita (RSM) City Council Meeting, and he mentioned that the Residential Housing Needs Assessment (RHNA) update was not approved and that there was more discussion related to possible development plans to accommodate the redevelopment of the Plaza.

Director Mandich reported on the following:

- Reported on his attendance at the City of RSM City Council Meeting on March 2<sup>nd</sup>, and provided an overview of a presentation on the City's efforts to reduce electrical demands through capital improvements.
- Expressed his appreciation for the District facility tour of Bell Canyon Sewer Lift Station and Golf Club Sewer Lift Station on March 30<sup>th</sup>.
- Reported on his attendance at the Irvine Ranch Water District (IRWD) tour of the V.P. Baker Pipeline repair project and Irvine Lake.
- Provided a brief report on the District Properties Committee Meeting, and he mentioned that District staff met owners of the Sakaida Nursery Property.

Director Dopudja reported on the following:

- Reported on his attendance at the Municipal Water District of Orange County (MWDOC) Elected Officials Forum which highlighted the FY 2022-23 Budget and Reserve matters.
- Provided a brief report on the District Properties Committee Meeting, and he highlighted the agendized Biological Resources Assessment and Mapping Services proposals.
- Congratulated Ms. Collins on her recognition by the Los Angeles Business Journal.

Director Chadd reported on the following:

- Reported on his recent visit to New Orleans, Louisiana and he commented that locals are concerned that the abundance of water in the Mississippi River will breach levees.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | APRIL 21, 2022**

**REPORT FROM THE GENERAL MANAGER**

Mr. Paludi reported on the following matters:

- Reported on his participation in virtual presentation hosted by El Toro Water District (ETWD) concerning regional water issues.
- Provided a brief update on the District's Water Awareness Day Event scheduled for May 21, 2022.
- Reported that District staff is working with its consultant ATS Communication to execute a second amendment to an agreement with T-Mobile Communications.
- Reported the District staff has pulled the Golf Club Sewer Lift Station pump purchase matter from the agenda after review with the Engineering/Operational and Finance/Audit Committees to determine a more appropriate long-term solution for the facility.

**CONSENT CALENDAR**

President Chadd indicated that all matters under the Consent Calendar would be approved by one motion unless a Board member or staff member requests a separate action on a specific item.

**Action:** A motion was made by Director Acosta and seconded by Director Safranski to approve the Consent Calendar.  
The motion was approved by a vote of 5 – 0.

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 5: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/ ATTENDANCE**

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Mr. Paludi presented this matter for Board consideration, and he reported this matter was reviewed with the Finance/Audit Committee.

**Action:** A motion was made by Director Acosta and seconded by Director Mandich to approve of the Directors' Fees and Expenses Report as presented.  
The motion was approved by a vote of 5 – 0.

**FINANCIAL MATTERS**

**ITEM 6: DISTRICT FINANCIAL ANALYSIS AND RATE STUDY CONTRACT AWARD**

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Mr. Paludi introduced this matter for Board consideration, and he reported this matter was reviewed with the Finance/Audit Committee. Mr. Paludi commented that the District has experienced a significant increase in project and equipment costs due to historic inflation as well as long procurement delays which has had an adverse impact on the District's revenues and expenses. Mr. Paludi reported that District staff issued a Request for Proposals (RFP) for a comprehensive financial analysis and rate study to multiple select firms. Mr. Paludi reported that District staff shortlisted two firms IB Consulting and RDN for interviews and selected IB Consulting for the project. Mr. Paludi introduced Mr. Isaac to the Board and highlighted his experience in the industry. Discussion occurred concerning the goals of the financial analysis and rate study development process. Mr. Isaac addressed the Board's concerns related to the proposal and project timeline.

**Action:** A motion was made by Director Acosta and seconded by Director Dopudja to authorize the General Manager to execute an agreement with IB Consulting for a Financial Analysis and Rate Study for \$97,620 plus a 10% contingency of \$9,762, for a total not-to-exceed amount of \$107,382.  
The motion was approved by a vote of 5 – 0.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | APRIL 21, 2022**

**ITEM 7: DISTRICT EXPENSE REIMBURSEMENT POLICY AND PROCEDURES UPDATE**

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Mr. Paludi introduced this matter for Board consideration, and he reported that this matter was reviewed with the Executive and Finance/Audit Committees. Mr. Perea provided an overview of the original policy which General Counsel and District staff recommend bifurcating into two separate policies, and he reviewed the proposed Expense Reimbursement policy for Committee consideration. Discussion occurred regarding personal property damage while carrying out District duties from portal to portal and the need for additional clarity related to limitations of personal use of District vehicles. Director Chadd recommended District staff review the concerns raised by the Board and bring this matter back to the June Regular Board Meeting.

**Action:** No action was taken.

**ITEM 8: DISCUSSION CONCERNING MUNICIPAL WATER DISTRICT OF ORANGE COUNTY PROPOSED FISCAL YEAR 2022/2023 RATES, CHARGES, AND BUDGET**

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Mr. Paludi introduced this matter for Board consideration, and he reported this matter was reviewed with the Finance/Audit Committee. Mr. Paludi reported that MWDOC adopted their Fiscal Year 2022/2023 Budget, Rates, and Charges at their Regular Board Meeting, and he mentioned that the District will receive a credit based on the Tier 2 Reserve reimbursement which will offset certain charges the following year. Mr. Paludi reported that Metropolitan Water District of Southern California (MET) adopted their rates and charges as well, and the District's costs for untreated water are scheduled to increase by five percent in FY 2022-23 and 2023-24 which represents a decrease from the originally proposed rates.

**Action:** No action was taken.

**ITEM 9: DISCUSSION CONCERNING DISTRICT PROPOSED FISCAL YEAR 2022/2023 GENERAL FUND AND CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET ASSUMPTIONS**

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Mr. Paludi introduced this matter for Board consideration, and reported this matter was reviewed with the Finance/Audit Committee. Mr. Perea reviewed the proposed budgetary assumptions for FY 2022/2023 for Board consideration. Discussion occurred concerning the overall impacts of inflation on fuel, electricity, and professional services. Mr. Perea commented that District staff will incorporate Board input and update the proposed budget. Discussion occurred concerning the scheduling of a Special Board Meeting – Budget Workshop for Monday, May 23<sup>rd</sup> at 6:00 p.m.

**Action:** No action was taken.

**ITEM 10: BIOLOGICAL RESOURCES ASSESSMENT AND MAPPING SERVICES CONTRACT AWARD**

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Mr. Paludi presented this matter for Board consideration, and he reported this matter was reviewed with the District Properties Committee. Mr. Perea reported that District staff issued an RFP for biological resources assessment and mapping services for the District's Porter Property to multiple select firms, and he reviewed the proposals with the Board. Mr. Perea recommended Psomas Engineering for the project based on the quality of the proposal and project costs. Discussion occurred concerning the overall goal of the project. Mr. Paludi commented that District staff desires to understand the property's potential. Director Acosta commended District staff for their efforts to determine the compatible uses for this asset.

**Action:** A motion was made by Director Mandich and seconded by Director Safranski to authorize the General Manager to contract with Psomas Engineering for Biological Resources Assessment and Mapping Services for a not to exceed amount of \$13,925 with a 10% contingency for a total of \$15,318.  
The motion was approved by a vote of 5 – 0.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | APRIL 21, 2022**

***ENGINEERING MATTERS***

**ITEM 11: DISCUSSION CONCERNING THE 2022 WATER QUALITY REPORT**

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Mr. Paludi presented this informational item for Board update, and he reported that water purveyors are required to provide a Water Quality Report (Report) no later than July 1st each year. Ms. Lausten provided a brief update on the District's Report, and she indicated that there are multiple delivery options at the District's disposal to provide to its customers. Ms. Lausten recommended making the Report digitally available on the District's website and ordering a select number of printed copies for customer service as approximately one-half of all water agencies in the county have switched to this model. Discussion occurred concerning the approximate printing costs and public notification methods. The Board concurred with Ms. Lausten's recommendation.

**Action:** No action was taken.

**ITEM 12: SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA) JOINT POWERS AGREEMENT (JPA) DISCUSSIONS UPDATE**

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Mr. Paludi presented this matter for Board consideration, and he reported that SOCWA has been working to update the JPA for multiple years without significant progress. Mr. Paludi presented certain decision points to be considered at the next regular board meeting, including the withdrawal of the City of San Juan Capistrano due to SMWD annexing the water and wastewater systems, and the withdrawal of IRWD from the JPA. Discussion occurred concerning current challenges within the membership associated with the JPA review process and inter-agency cooperation toward common goals. Director Dopudja provided an overview of the systemic issues that have created challenges for the member agencies, and he provided key insight on the concerns facing the future of the agency. Discussion occurred concerning the District's costs and perceived value associated with continued participation in the JPA. Mr. Paludi reported that District staff will prepare an analysis of the District's total costs as a SOCWA member agency.

**Action:** No action was taken.

***LEGISLATIVE, ADMINISTRATIVE AND OTHER MATTERS***

**ITEM 13: DROUGHT AND WATER SUPPLY UPDATE**

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Mr. Paludi provided status updates on the statewide drought impacts, and he reported that MET will be implementing a watering days restriction of one day per week for portions of its service area that receives source water from the State Water Project now that allocation has been reduced to five percent. Mr. Paludi added that the State Water Board is currently evaluating the implementation of a Level 2 Water Shortage Condition, and he mentioned the District has already implemented this level in its service area.

**Action:** No action was taken.

**ITEM 14: LOCAL GOVERNMENTAL AND LEGISLATIVE MATTER(S)**

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There was no discussion on this matter.

**Action:** No action was taken.

**GENERAL COUNSEL REPORT**

Ms. Collins reported that she would be attending the ACWA Conference in Sacramento.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD OF DIRECTORS MEETING MINUTES | APRIL 21, 2022**

**OTHER INFORMATION/MATTERS**

Mr. Paludi provided a brief overview of ongoing discussions between District staff and SMWD staff concerning a difference of opinions concerning costs associated with improvements at the joint facility El Toro Sewer Lift Station.

**ADDITIONAL DIRECTORS' COMMENTS**

There were no comments.

**ADJOURNMENT**

President Chadd adjourned the April 21, 2022 Regular Board Meeting at 8:47 p.m.

DRAFT

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**CONSENT CALENDAR**

**ITEM 2: TREASURER'S REPORT**

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a. *FINANCE/AUDIT COMMITTEE MEETING*

**RECOMMENDED ACTION:**

*Receive and file the following Finance/Audit Committee Meeting Recap(s):*

1. *April 13, 2022*

b. *PRESENTATION OF FINANCIALS*

**RECOMMENDED ACTION:**

*Receive and file the preliminary statement(s) of revenues and expenses and preliminary unaudited financials for the following month(s):*

1. *March 2022*

c. *PAYMENT OF BILLS FOR CONSIDERATION*

**RECOMMENDED ACTION:**

*Ratify the payment of bills for consideration, Payroll and Payroll Taxes for April 2022.*

**EXHIBITS:**

1. Revenue Report – March 2022
2. Disbursement Report – March 2022
3. Summary of Disbursements – March 2022
4. General Fund Warrant Register – March 2022
5. General Fund Payroll Warrant Register – March 2022

**CONTACTS (staff responsible): PEREA/WARNER**



**TRABUCO CANYON WATER DISTRICT  
FINANCE/AUDIT COMMITTEE MEETING RECAP | APRIL 13, 2022**

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**DIRECTORS PRESENT**

Director Ed Mandich, Committee Chair  
Director Don Chadd, Committee Member Alternate

**STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager  
Karen Warner, Principal Accountant  
Lisa Marie Sangi, Executive Assistant

**CONSULTANTS PRESENT**

Ian Berg, Eide Bally LLP  
Kristi Even, Eide Bally LLP

**PUBLIC PRESENT VIA CONFERENCE CALL**

None

**CALL MEETING TO ORDER**

Director Mandich called the April 13, 2022 Finance/Audit Committee Meeting to order at 1:01p.m.

**VISITOR PARTICIPATION**

No visitor participation was received.

**ORAL COMMUNICATION**

No oral communication was received.

**COMMITTEE MEMBER COMMENTS**

There were no comments received.

**REPORT FROM THE GENERAL MANAGER**

Mr. Paludi reported that District staff and select Board members participated in a tour of the V.P. Baker pipeline construction and Irvine Lake spillway project hosted by Irvine Ranch Water District (IRWD).

**ITEM 1: FINANCE/AUDIT COMMITTEE MEETING RECAP**

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Mr. Paludi presented the Finance/Audit Committee Meeting Recap for Committee review in accordance with the agenda.

**RECOMMENDED ACTION(S)**

Director Mandich and Mr. Perea approved the March 9, 2022 Finance/Audit Committee Meeting Recap(s) and recommend that the Board receive and file the same (Consent Calendar).

**TRABUCO CANYON WATER DISTRICT  
FINANCE AUDIT COMMITTEE MEETING RECAP | APRIL 13, 2022**

**ITEM 2: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, TENTATIVE FUTURE MEETINGS/ATTENDANCE**

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Mr. Paludi presented the Directors' Fees and Expenses Report and Tentative Future Meetings/Attendance Report for Committee consideration and review. Director Chadd confirmed certain meeting attendance updates to his schedule.

**RECOMMENDED ACTION:**

The Committee recommended that the Board ratify the Directors' fees and expenses for February 2022 and tentative future meetings/attendance as amended. (Action Calendar)

**ITEM 3: DISTRICT FINANCIAL ANALYSIS AND RATE STUDY CONTRACT AWARD**

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Mr. Paludi introduced this matter for Committee consideration, and he reported that District staff issued a Request for Proposals (RFP) for a financial analysis and rate study to multiple select firms. Mr. Paludi reported that District staff shortlisted two firms IB Consulting and RDN for interviews and selected IB Consulting for the project. Discussion occurred concerning the proposals received and proposed total number of hours for the project.

**RECOMMENDED ACTION:**

The Committee recommended the Board of Directors authorize the General Manager to execute an agreement with IB Consulting for a Financial Analysis and Rate Study for \$97,620 plus a 10% contingency of \$9,762, for a total not-to-exceed amount of \$107,382 (Action Calendar).

**ITEM 4: DISTRICT EXPENSE REIMBURSEMENT POLICY AND PROCEDURES UPDATE**

---

Mr. Paludi introduced this matter for Committee review, he reported this matter was reviewed with the Executive Committee. Mr. Perea provided an overview of the original policy which General Counsel and District staff recommend bifurcating into two separate policies, and he reviewed the proposed Expense Reimbursement policy for Committee consideration. Discussion occurred concerning certain language related to personal damages incurred during the course of District business.

**RECOMMENDED ACTION:**

The Committee recommended the Board of Directors approve the proposed Expense Reimbursement Policy and Procedures Update and rescind the Expense Reimbursement Guidelines approved on January 17, 1996 (Action Calendar).

**ITEM 5: DISCUSSION CONCERNING MUNICIPAL WATER DISTRICT OF ORANGE COUNTY PROPOSED FISCAL YEAR 2022/2023 RATES, CHARGES, AND BUDGET**

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Mr. Paludi presented this matter for Committee consideration, and he reported that Municipal Water District of Orange County (MWDOC) is prepared to adopt their DRAFT Fiscal Year 2022/2023 Rates, Charges, and Budget. Mr. Paludi highlighted certain budgetary changes between the second and third draft budgets, including the impacts on reserves, total rates and charges adjustments, and the potential impact of future rate increases from Metropolitan Water District of Southern California. Mr. Paludi reported that MWDOC reported on a completed survey of member agency planned efforts to address inflation impacts on employee salaries, and he reported that District staff is currently evaluating similar impacts on the District's proposed salaries and benefits budget for next fiscal year.

**RECOMMENDED ACTION:**

Committee to receive information and make recommendation(s) as deemed appropriate.

**ITEM 6: DISCUSSION CONCERNING DISTRICT PROPOSED FISCAL YEAR 2022/2023 GENERAL FUND AND CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET ASSUMPTIONS**

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Mr. Paludi introduced this matter for Committee review, and he mentioned that District staff have been preparing a proposed FY 2022/2023 budget for Board consideration. Mr. Perea provided a brief review of the proposed general fund budgetary assumptions, and he requested any input related to the assumptions. Discussion occurred concerning fuel, inflation, and professional services assumptions. Mr. Perea briefly commented on the potential impact of lower water sales due to conservation efforts statewide, and he reported that District staff will present the proposed CIP budget the following month.

Mr. Berg recommended the Committee consider implementing a policy that establishes an acceptable range for periods of uncertain inflationary impacts which can help control expenses over the long term.

**RECOMMENDED ACTION:**

The Committee received the information. No action was taken.

**ITEM 7: DISCUSSION CONCERNING GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS**

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Mr. Paludi introduced this matter for Committee consideration, and he mentioned that this matter was reviewed by the Engineering/Operational Committee. Mr. Perea provided an overview of the work performed to date at this facility, and he reported that District staff is withdrawing the recommended action after discussing this matter more fully with Operations and Maintenance staff. Mr. Perea commented that District staff prefers to re-evaluate the planned pump improvements, including the guide-rail system, and that more information may be presented at the time of the Board meeting.

**RECOMMENDED ACTION:**

The Committee received the information. No action was taken.

**ITEM 8: OTHER MATTERS**

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There were no comments received.

**RECOMMENDED ACTION:**

There was no action taken.

**ITEM 9: FINANCIAL REPORT**

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Mr. Berg presented the preliminary unaudited financials for February 2022, and he highlighted the following items:

***Operating Revenue, Residential Water***

Mr. Berg reported that water demand for the month was higher than the prior month.

***Operating Revenue, Irrigation Water***

Mr. Berg reported that this line item was higher than the prior month, and the year to date was significantly higher than budgeted due to increased demand.

***Operating Revenue, Recycled & Reclaimed Water***

Mr. Berg reported that water demand for the month was higher than the prior month due to increased demand.

**TRABUCO CANYON WATER DISTRICT  
FINANCE AUDIT COMMITTEE MEETING RECAP | APRIL 13, 2022**

***Operating Revenue, Baker Treatment Plant Sales***

Mr. Berg reported that this line item was lower than the prior month.

***Operating Expenses, Source of Supply***

Mr. Berg reported this line item was higher than the prior month due to costs associated with increased purchased water to meet demand.

Mr. Berg reported that overall revenue is slightly lower than budgeted, but that overall expenses are tracking as budgeted. Mr. Berg cautioned the Committee to monitor District reserves, and recommended the start of the Financial Analysis and Rates Study.

**RECOMMENDED ACTION:**

The Committee recommended the Board of Directors receive and file the preliminary unaudited financial statements for February 2022 (Consent Calendar).

The Committee signed the bills for consideration and the warrant register and recommended that the Board ratify payment of the bills for consideration for April 13, 2022 as presented (Consent Calendar).

**ADJOURNMENT**

Director Mandich adjourned the April 13, 2022 Finance/Audit Committee Meeting at 2:00p.m.

DRAFT



# Trabuco Canyon Water District

## Statement of Revenues & Expenses

### FY 2021-22 (Unaudited)

	March 2022	February 2022	Current YTD	Annual Budget	75% YTD	Prior YTD
<b>1 Operating Revenue</b>						
2 Residential Water	\$ 246,033	\$ 246,946	\$ 2,734,906	\$ 4,116,200	66%	\$ 2,822,361
3 Business & Industrial Water	9,256	7,559	92,223	165,600	56%	119,025
4 Irrigation Water	111,584	68,747	1,026,949	1,075,200	96%	741,584
5 Stand-by	9,148	1,286	26,808	41,800	64%	30,750
6 Sanitation Revenue	157,480	157,575	1,371,071	1,964,200	70%	1,306,204
7 Recycled & Reclaimed Revenue	29,847	27,122	667,625	999,000	67%	626,239
8 Baker Treatment Plant Water Sales *	87,081	113,286	838,226	1,383,500	61%	1,006,052
9 Other Operating Revenue	13,739	13,519	124,135	179,600	69%	3,944
<b>10 Total Operating Revenue</b>	<b>664,169</b>	<b>636,040</b>	<b>6,881,943</b>	<b>9,925,100</b>	<b>69%</b>	<b>6,656,160</b>
<b>11 Non-Operating Revenue</b>						
12 Property Tax Unrestricted	120,837	2,779	1,311,043	2,006,200	65%	1,280,550
13 Interest Revenue	6,464	224	13,970	35,600	39%	35,625
14 Other Non-Operating Revenue	5,527	4,153	86,454	72,400	119%	45,740
<b>15 Total Non-Operating Revenue</b>	<b>132,828</b>	<b>7,156</b>	<b>1,411,467</b>	<b>2,114,200</b>	<b>67%</b>	<b>1,408,172</b>
<b>16 Total Revenues</b>	<b>796,997</b>	<b>643,196</b>	<b>8,293,410</b>	<b>12,039,300</b>	<b>69%</b>	<b>8,064,332</b>
<b>17 Operating Expenses</b>						
18 Source of Supply	85,511	162,643	1,656,166	2,262,400	73%	1,767,123
19 Baker Treatment SOS Costs	109,777	132,183	1,106,505	1,287,700	86%	888,566
20 Water Related Expense	195,458	137,936	1,488,807	2,032,100	73%	1,419,032
21 Sanitation Expense	45,515	97,060	981,706	1,359,200	72%	945,727
22 Recycled Expense	21,247	21,785	221,917	234,200	95%	167,266
23 Reclaimed Expense	21,247	21,785	221,821	234,100	95%	167,258
24 Salaries & Benefits	297,787	278,860	2,699,871	3,923,000	69%	2,545,010
25 Board Expense	10,902	10,065	88,461	122,600	72%	81,985
26 Miscellaneous Expense	296	2	3,700	5,000	74%	3,737
<b>27 Total Operating Expenses</b>	<b>787,740</b>	<b>862,317</b>	<b>8,468,955</b>	<b>11,460,300</b>	<b>74%</b>	<b>7,985,704</b>
<b>Net Income / (Loss) before Contributed Capital, Trust Contributions &amp; Debt Service</b>	<b>9,257</b>	<b>(219,121)</b>	<b>(175,545)</b>	<b>579,000</b>	<b>-30%</b>	<b>78,629</b>
29 WRES Fees for Capital	68,771	68,771	618,846	822,200	75%	616,613
30 Other Capital Contributions	11,921	(11,921)	-	344,000	0%	-
31 Debt Principal, Interest & Issuance Costs	(31,282)	(31,282)	(196,952)	(445,300)	44%	(172,786)
32 CalPERS UAL & Pension Trust Contributions	(19,967)	(19,967)	(179,705)	(590,500)	30%	(162,099)
33 OPEB Trust Contributions & Paygo	(11,449)	(11,449)	(95,702)	(206,100)	46%	(231,884)
<b>Net Contributed Capital, Trust Contributions &amp; Debt Service</b>	<b>17,993</b>	<b>(5,849)</b>	<b>146,487</b>	<b>(75,700)</b>		<b>49,845</b>
<b>35 Net Income</b>	<b>\$ 27,250</b>	<b>\$ (224,970)</b>	<b>\$ (29,058)</b>	<b>\$ 503,300</b>		<b>\$ 128,473</b>

*No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the U.S. are not included.*

*\*Baker Treatment Plant O&M revenues and expenses are billed quarterly. As a result the % of budget may appear skewed until billing occurs.*



**Trabuco Canyon Water District**  
**Balance Sheet**  
 March 31, 2022  
 (Unaudited)

	March 2022
<b>1 Assets</b>	
<b>2 Cash &amp; Investments</b>	
3 Cash & Investments - Unrestricted	\$ (1,453,750)
4 Cash & Investments - Restricted	14,893,155
<b>5 Total Cash &amp; Investments</b>	13,439,405
<b>6 Other Current Assets</b>	
7 Accounts Receivable, Net	1,649,020
8 Due from Baker Treatment Plant Reserves	800,823
9 Prepaid & Other	246,256
<b>10 Total Other Current Assets</b>	2,696,099
<b>11 Capital Assets</b>	
12 Capital Assets, at Cost	123,582,936
13 Accumulated Depreciation	(76,504,034)
14 Construction in Progress	1,123,617
<b>15 Total Capital Assets</b>	48,202,520
16 Deferred Outflows of Resources (DOR)	1,486,261
<b>17 Total Assets &amp; DOR</b>	<b>\$ 65,824,285</b>
<b>18 Liabilities</b>	
<b>19 Current Liabilities</b>	
20 Accounts Payable	\$ 1,308,352
21 Due to Internal Financing Fund	800,823
22 Accrued Expenses	307,003
23 Current Portion-Long Term Debt <sup>1</sup>	182,547
24 Deposits on Hand <sup>1</sup>	94,273
<b>25 Total Current Liabilities</b>	2,692,999
<b>26 Long-Term Liabilities</b>	
27 Net Pension/OPEB Liability	3,756,404
28 State Revolving Fund Loan	1,957,505
29 Bank of the West Loan	10,000,000
<b>30 Total Long Term Liabilities</b>	15,713,909
31 Deferred Inflows of Resources (DIR)	252,438
<b>32 Total Liabilities &amp; DIR</b>	18,659,346
<b>33 Fund Balance</b>	47,164,939
<b>34 Total Liabilities, Fund Balance &amp; DIR</b>	<b>\$ 65,824,285</b>

<sup>1</sup> Liability to be paid with restricted assets

*\*No assurance is provided on these financial statements. Substantially all disclosures required by accounting principles generally accepted in the U.S. are not included.*



# Trabuco Canyon Water District Cash & Investments Report

March 2022  
(Unaudited)

	Type	Cost	Market	% Total
<b>District Cash &amp; Investments</b>				
<b>Unrestricted</b>				
Local Agency Investment Fund (LAIF)	Investment	\$ (2,172,516)	\$ (2,148,083)	-16.2%
Bank of the West	Checking	718,766	718,766	5.4%
<b>Total Unrestricted</b>		<b>(1,453,750)</b>	<b>(1,429,317)</b>	<b>-10.7%</b>
<b>Restricted</b>				
LAIF - Water Storage Facilities	Investment	1,052,060	1,040,228	7.8%
LAIF - WRES - Rose Canyon/Lang Wells	Investment	1,436,788	1,420,629	10.7%
LAIF - WRES - Reservoir/Distribution Impr.	Investment	2,648,627	2,618,839	19.7%
LAIF - RD#5	Investment	76,631	75,769	0.6%
LAIF - Interim Sewage	Investment	114,248	112,963	0.8%
LAIF - Debt Issuance 2022	Investment	9,327,919	9,223,013	69.4%
Cash in CB&T Reserved for SRF Loan	Checking	236,883	236,883	1.8%
<b>Total Restricted</b>		<b>14,893,155</b>	<b>14,728,324</b>	<b>110.7%</b>
<b>Total District Cash &amp; Investments</b>		<b>\$ 13,439,405</b>	<b>\$ 13,299,007</b>	<b>100.0%</b>

### Quarterly Certification

*I certify that (1) all investment actions executed since the last report have been made in full compliance with the District's Investment Policy and, (2) the District will meet its expenditure obligations for the next six months as required by California.*

*Cindy Byerrum*

**Cindy Byerrum, Contract CPA**



Trabuco Canyon Water District  
General Fund Warrant Register  
5/11/2022

**Summary of Disbursements**

Computer Checks	800,215.61
UB Refund Checks	131.22
Void UB Refund	(209.25)
Bank Drafts	845,349.34
Bank EFTs	174,901.02
Voided Checks	(2,400.88)
<b>Total Disbursements</b>	<b>1,817,987.06</b>

I hereby certify that the claims or demands covered by the above listed warrants have been audited as to accuracy and the availability of funds for payment thereof; and that the said claims or demands are accurate and that the funds are available.

  
\_\_\_\_\_  
General Manager / Assistant General Manager

This is to certify that claims or demands covered by the above listed warrants have been audited by the Finance/Audit Committee of the Trabuco Canyon Water District and that all of the said warrants are approved for payment.

  
\_\_\_\_\_  
By: 5/11/22  
Date:

  
\_\_\_\_\_  
By: 5/11/22  
Date:



# Check Report

By Check Number

Date Range: 03/09/2022 - 05/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK</b>						
TRUE0001	ALS - Truesdail Laboratories	03/16/2022	EFT	0.00	1,728.00	120
ACWA0003	ACWA/JPIA - Benefits (WC & Life)	04/06/2022	EFT	0.00	497.44	121
TRUE0001	ALS - Truesdail Laboratories	04/06/2022	EFT	0.00	3,456.00	122
MWDO0001	MWDOC	04/06/2022	EFT	0.00	138,369.84	123
UNIT0001	United Water Works, Inc.	04/06/2022	EFT	0.00	714.88	124
ACWA0003	ACWA/JPIA - Benefits (WC & Life)	04/21/2022	EFT	0.00	11,118.16	125
CALI0004	California Air Resources Board	04/21/2022	EFT	0.00	805.00	126
HERC0001	Herc Rentals	04/21/2022	EFT	0.00	162.12	127
MWDO0001	MWDOC	04/21/2022	EFT	0.00	18,049.58	128
OCWA0001	OC Waste & Recycling	03/16/2022	Regular	0.00	-2,400.88	10612
	**Void**	03/16/2022	Regular	0.00	0.00	10754
	**Void**	03/16/2022	Regular	0.00	0.00	10755
	**Void**	03/16/2022	Regular	0.00	0.00	10756
	**Void**	03/16/2022	Regular	0.00	0.00	10757
	**Void**	03/16/2022	Regular	0.00	0.00	10758
	**Void**	03/16/2022	Regular	0.00	0.00	10759
	**Void**	03/16/2022	Regular	0.00	0.00	10760
	**Void**	03/16/2022	Regular	0.00	0.00	10761
	**Void**	03/16/2022	Regular	0.00	0.00	10762
	**Void**	03/16/2022	Regular	0.00	0.00	10763
	**Void**	03/16/2022	Regular	0.00	0.00	10764
	**Void**	03/16/2022	Regular	0.00	0.00	10765
	**Void**	03/16/2022	Regular	0.00	0.00	10766
	**Void**	03/16/2022	Regular	0.00	0.00	10767
	**Void**	03/16/2022	Regular	0.00	0.00	10768
	**Void**	03/16/2022	Regular	0.00	0.00	10769
	**Void**	03/16/2022	Regular	0.00	0.00	10770
	**Void**	03/16/2022	Regular	0.00	0.00	10771
	**Void**	03/16/2022	Regular	0.00	0.00	10772
	**Void**	03/16/2022	Regular	0.00	0.00	10773
	**Void**	03/16/2022	Regular	0.00	0.00	10774
	**Void**	03/16/2022	Regular	0.00	0.00	10775
	**Void**	03/16/2022	Regular	0.00	0.00	10776
	**Void**	03/16/2022	Regular	0.00	0.00	10777
	**Void**	03/16/2022	Regular	0.00	0.00	10778
	**Void**	03/16/2022	Regular	0.00	0.00	10779
	**Void**	03/16/2022	Regular	0.00	0.00	10780
	**Void**	03/16/2022	Regular	0.00	0.00	10781
	**Void**	03/16/2022	Regular	0.00	0.00	10782
	**Void**	03/16/2022	Regular	0.00	0.00	10783
	**Void**	03/16/2022	Regular	0.00	0.00	10784
	**Void**	03/16/2022	Regular	0.00	0.00	10785
	**Void**	03/16/2022	Regular	0.00	0.00	10786
	**Void**	03/16/2022	Regular	0.00	0.00	10787
	**Void**	03/16/2022	Regular	0.00	0.00	10788
	**Void**	03/16/2022	Regular	0.00	0.00	10789
ARC0001	ARC	03/16/2022	Regular	0.00	208.09	10790
AT&T0001	AT&T	03/16/2022	Regular	0.00	840.47	10791
ATKIO001	Atkinson, Andelson, Loya, Ruud & Romo	03/16/2022	Regular	0.00	87.00	10792
BAVCO001	BAVCO Backflow Apparatus & Valve Co.	03/16/2022	Regular	0.00	1,617.92	10793
BLAC0001	Black Knight Financial Services, LLC	03/16/2022	Regular	0.00	9.50	10794
CHEM0001	Chemtrade Chemicals US LLC	03/16/2022	Regular	0.00	5,399.81	10795
DMCE0001	DMc Engineering	03/16/2022	Regular	0.00	2,406.47	10796
GRAI0001	Grainger	03/16/2022	Regular	0.00	20.32	10797

Check Report

Date Range: 03/09/2022 - 05/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
HIGH0001	HighRoad Information Technology, LLC.	03/16/2022	Regular	0.00	5,791.00	10798
HYDR0002	Hydrotech Electric	03/16/2022	Regular	0.00	8,668.05	10799
INDU0002	Industrial Metal Supply Company	03/16/2022	Regular	0.00	114.11	10800
INFO0001	InfoSend, Inc.	03/16/2022	Regular	0.00	3,024.14	10801
IRVI0002	Irvine Pipe Supply	03/16/2022	Regular	0.00	1,483.81	10802
LAHA0001	La Habra Fence Co., Inc.	03/16/2022	Regular	0.00	1,009.05	10803
OCWA0001	OC Waste & Recycling	03/16/2022	Regular	0.00	4,772.11	10804
OLIN0001	Olin Chemicals	03/16/2022	Regular	0.00	2,765.32	10805
ORAN0004	Orange County Pumping, Inc.	03/16/2022	Regular	0.00	2,130.00	10806
O'RE0001	O'Reilly Automotive, Inc.	03/16/2022	Regular	0.00	169.18	10807
ORKI0001	Orkin Commercial Services	03/16/2022	Regular	0.00	532.00	10808
PETE0001	Pete's Road Service	03/16/2022	Regular	0.00	1,447.90	10809
POLY0001	Polydyne Inc.	03/16/2022	Regular	0.00	3,128.00	10810
PREFE0001	Preferred Aerial & Crane Technology	03/16/2022	Regular	0.00	1,600.00	10811
PSOM0001	PSOMAS	03/16/2022	Regular	0.00	3,555.00	10812
QUIN0001	Quinn Company	03/16/2022	Regular	0.00	1,296.05	10813
ROBI0001	Robinson Elementary	03/16/2022	Regular	0.00	500.00	10814
S&JS0001	S & J Supply Company	03/16/2022	Regular	0.00	7,853.69	10815
SANT0003	Santa Margarita Water District	03/16/2022	Regular	0.00	68,890.29	10816
SANT0004	Santiago Aqueduct Commission	03/16/2022	Regular	0.00	40,826.00	10817
SIER0002	Sierra Analytical	03/16/2022	Regular	0.00	4,184.00	10818
TESC0001	Tesco Controls, Inc.	03/16/2022	Regular	0.00	47,970.00	10819
TOUC0001	Touch Tel Mobile	03/16/2022	Regular	0.00	625.00	10820
TREN0001	Trench Shoring Company	03/16/2022	Regular	0.00	372.15	10821
UNDE0001	Underground Service Alert/SC	03/16/2022	Regular	0.00	112.30	10822
VORT0001	Vortex Industries, Inc.	03/16/2022	Regular	0.00	4,224.65	10823
WECK0001	Weck Laboratories, Inc.	03/16/2022	Regular	0.00	118.72	10824
XYLE0001	Xylem	03/16/2022	Regular	0.00	22,122.50	10825
4IMP0001	4Imprint	04/05/2022	Regular	0.00	2,715.97	10826
ARC0001	ARC	04/05/2022	Regular	0.00	481.31	10827
AT&T0003	AT&T Mobility	04/05/2022	Regular	0.00	103.22	10828
BOLS0001	Bolsa Chica Conservancy	04/05/2022	Regular	0.00	700.00	10829
BOOT0001	Boot Barn	04/05/2022	Regular	0.00	770.85	10830
BUTI0001	Butier Engineering, Inc.	04/05/2022	Regular	0.00	9,687.50	10831
CART0002	Cartegraph	04/05/2022	Regular	0.00	12,699.98	10832
CDWG0001	CDW Government	04/05/2022	Regular	0.00	437.83	10833
CHAM0001	Champion Paving, Inc.	04/05/2022	Regular	0.00	3,549.00	10834
COST0001	Costco Membership	04/05/2022	Regular	0.00	120.00	10835
DMS0001	DMS Facility Services	04/05/2022	Regular	0.00	936.01	10836
DUTH0001	Duthie Electric Service Corporation	04/05/2022	Regular	0.00	2,348.57	10837
FEDE0001	FedEx	04/05/2022	Regular	0.00	79.85	10838
FERG0001	Ferguson Waterworks	04/05/2022	Regular	0.00	14,549.88	10839
GMCE0001	GMC Electrical, Inc.	04/05/2022	Regular	0.00	900.00	10840
GRAI0001	Grainger	04/05/2022	Regular	0.00	1,578.45	10841
HAAK0001	Haaker Equipment Company	04/05/2022	Regular	0.00	4,147.73	10842
INFO0001	InfoSend, Inc.	04/05/2022	Regular	0.00	3,469.44	10843
JSUS0001	J Sushi RSM, Inc.	04/05/2022	Regular	0.00	330.00	10844
MATE0002	Material Specialties Corp.	04/05/2022	Regular	0.00	1,223.79	10845
NBS0001	NBS	04/05/2022	Regular	0.00	885.72	10846
OCWA0001	OC Waste & Recycling	04/05/2022	Regular	0.00	773.72	10847
OLIN0001	Olin Chemicals	04/05/2022	Regular	0.00	4,451.05	10848
ORAN0004	Orange County Pumping, Inc.	04/05/2022	Regular	0.00	3,195.00	10849
ORKI0001	Orkin Commercial Services	04/05/2022	Regular	0.00	448.00	10850
POLY0001	Polydyne Inc.	04/05/2022	Regular	0.00	363.00	10851
BARG0001	Robert Bargeron	04/05/2022	Regular	0.00	418.66	10852
RUGI0001	Rugid Computer, Inc.	04/05/2022	Regular	0.00	725.42	10853
S&JS0001	S & J Supply Company	04/05/2022	Regular	0.00	29,638.80	10854
SANT0002	Santa Margarita Ford	04/05/2022	Regular	0.00	83.53	10855
SANT0007	Santa Margarita Toyota	04/05/2022	Regular	0.00	468.38	10856
SANT0003	Santa Margarita Water District	04/05/2022	Regular	0.00	660.00	10857
SCFU0001	SC Fuels	04/05/2022	Regular	0.00	2,800.87	10858

Check Report

Date Range: 03/09/2022 - 05/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SIER0002	Sierra Analytical	04/05/2022	Regular	0.00	2,885.00	10859
TESC0001	Tesco Controls, Inc.	04/05/2022	Regular	0.00	83,580.00	10860
TOUC0001	Touch Tel Mobile	04/05/2022	Regular	0.00	625.00	10861
TRAV0001	Traveling Tidepools	04/05/2022	Regular	0.00	1,695.00	10862
TREN0001	Trench Shoring Company	04/05/2022	Regular	0.00	626.80	10863
USAB0001	USA BlueBook	04/05/2022	Regular	0.00	1,250.54	10864
VITU0001	Vituity - Urgent Care Services	04/05/2022	Regular	0.00	50.00	10865
WECK0001	Weck Laboratories, Inc.	04/05/2022	Regular	0.00	807.28	10866
XYLE0001	Xylem	04/05/2022	Regular	0.00	21,526.10	10867
AHWP0001	AHW Products	04/21/2022	Regular	0.00	4,848.21	10870
AT&T0001	AT&T	04/21/2022	Regular	0.00	862.23	10871
BAVC0001	BAVCO Backflow Apparatus & Valve Co.	04/21/2022	Regular	0.00	1,053.47	10872
BRIG0001	Bright View Landscape Services, Inc.	04/21/2022	Regular	0.00	5,693.78	10873
CHAM0001	Champion Paving, Inc.	04/21/2022	Regular	0.00	3,570.00	10874
DEPT0005	Department of Water Resources	04/21/2022	Regular	0.00	47,201.00	10875
DMCE0001	DMc Engineering	04/21/2022	Regular	0.00	800.00	10876
DUTH0001	Duthie Electric Service Corporation	04/21/2022	Regular	0.00	1,233.50	10877
ELIT0001	Elite Automotive Services	04/21/2022	Regular	0.00	970.87	10878
HARR0001	Harrington Industrial Plastics	04/21/2022	Regular	0.00	180.17	10879
HYDR0002	Hydrotech Electric	04/21/2022	Regular	0.00	151,620.90	10880
IRVI0002	Irvine Pipe Supply	04/21/2022	Regular	0.00	297.72	10881
IRVI0001	Irvine Ranch Water District	04/21/2022	Regular	0.00	37,711.47	10882
IWAT0001	iWater, Inc.	04/21/2022	Regular	0.00	1,625.00	10883
LAHA0001	La Habra Fence Co., Inc.	04/21/2022	Regular	0.00	2,964.00	10884
MATE0002	Material Specialties Corp.	04/21/2022	Regular	0.00	1,420.15	10885
MRCR0001	Mr. Crane	04/21/2022	Regular	0.00	2,106.00	10886
NAPA0001	Napa Auto Parts	04/21/2022	Regular	0.00	1,310.56	10887
OCKE0001	OC Keys LLC	04/21/2022	Regular	0.00	165.00	10888
ORAN0004	Orange County Pumping, Inc.	04/21/2022	Regular	0.00	1,065.00	10889
ORKI0001	Orkin Commercial Services	04/21/2022	Regular	0.00	84.00	10890
PETE0001	Pete's Road Service	04/21/2022	Regular	0.00	2,010.54	10891
S&JS0001	S & J Supply Company	04/21/2022	Regular	0.00	2,413.61	10892
SCFU0001	SC Fuels	04/21/2022	Regular	0.00	3,403.65	10893
SIER0002	Sierra Analytical	04/21/2022	Regular	0.00	3,170.50	10894
STAT0001	State Water Resources Control Board	04/21/2022	Regular	0.00	110.00	10895
TYLE0001	Tyler Technologies, Inc.	04/21/2022	Regular	0.00	51.80	10896
USAB0001	USA BlueBook	04/21/2022	Regular	0.00	2,668.26	10897
WECK0001	Weck Laboratories, Inc.	04/21/2022	Regular	0.00	118.72	10898
XYLE0001	Xylem	04/21/2022	Regular	0.00	16,331.60	10899
FERR0002	Ferreira Construction Company	05/03/2022	Regular	0.00	34,492.05	10900
WAGE0001	Wage Works, Inc.	03/09/2022	Bank Draft	0.00	6.95	DFT0002548
ADP0001	ADP	03/09/2022	Bank Draft	0.00	1,763.89	DFT0002549
TOLL0001	The Toll Roads	03/11/2022	Bank Draft	0.00	140.00	DFT0002550
COXC0001	Cox Communications	03/10/2022	Bank Draft	0.00	2,435.52	DFT0002551
TABA0001	TAB AnswerNetwork	03/14/2022	Bank Draft	0.00	171.42	DFT0002552
PACE0001	Pace Payment Systems, Inc.	03/14/2022	Bank Draft	0.00	196.00	DFT0002553
COXC0001	Cox Communications	03/14/2022	Bank Draft	0.00	5,903.04	DFT0002554
XERO0001	Xerox Corporation	03/15/2022	Bank Draft	0.00	206.09	DFT0002555
CALP0001	CalPERS	03/17/2022	Bank Draft	0.00	7,200.81	DFT0002556
CALP0001	CalPERS	03/17/2022	Bank Draft	0.00	12,789.52	DFT0002557
CALP0001	CalPERS	03/17/2022	Bank Draft	0.00	4,630.12	DFT0002558
ADP0001	ADP	03/17/2022	Bank Draft	0.00	99,342.63	DFT0002559
LOWE0001	Lowe's	03/16/2022	Bank Draft	0.00	748.65	DFT0002560
HOME0001	Home Depot	03/16/2022	Bank Draft	0.00	1,115.21	DFT0002561
SPAR0001	Sparkletts	03/16/2022	Bank Draft	0.00	41.95	DFT0002562
SPAR0001	Sparkletts	03/16/2022	Bank Draft	0.00	92.15	DFT0002563
WAGE0001	Wage Works, Inc.	03/16/2022	Bank Draft	0.00	68.54	DFT0002564
SOUT0002	Southern California Edison	03/16/2022	Bank Draft	0.00	59,629.23	DFT0002565
WEXF0001	Wex Fleet Universal	03/16/2022	Bank Draft	0.00	4,819.11	DFT0002566
COXC0001	Cox Communications	03/18/2022	Bank Draft	0.00	86.04	DFT0002567
COXC0001	Cox Communications	03/21/2022	Bank Draft	0.00	692.24	DFT0002568

Check Report

Date Range: 03/09/2022 - 05/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
TOLL0001	The Toll Roads	03/23/2022	Bank Draft	0.00	140.00	DFT0002569
AT&T0003	AT&T Mobility	03/25/2022	Bank Draft	0.00	2,196.94	DFT0002570
UMPQ0001	Umpqua Bank	03/29/2022	Bank Draft	0.00	8,689.32	DFT0002571
WAGE0001	Wage Works, Inc.	03/28/2022	Bank Draft	0.00	75.00	DFT0002572
PITN0001	Pitney Bowes	03/29/2022	Bank Draft	0.00	190.02	DFT0002573
WAGE0001	Wage Works, Inc.	03/31/2022	Bank Draft	0.00	66.95	DFT0002574
ADP0001	ADP	04/01/2022	Bank Draft	0.00	108.00	DFT0002575
TOLL0001	The Toll Roads	04/01/2022	Bank Draft	0.00	140.00	DFT0002576
ADP0001	ADP	04/04/2022	Bank Draft	0.00	104,387.48	DFT0002577
CALP0001	CalPERS	04/04/2022	Bank Draft	0.00	47,737.33	DFT0002578
CALP0001	CalPERS	04/04/2022	Bank Draft	0.00	5,519.92	DFT0002579
CALP0001	CalPERS	04/04/2022	Bank Draft	0.00	7,200.00	DFT0002580
CALP0001	CalPERS	04/04/2022	Bank Draft	0.00	12,789.52	DFT0002581
CALP0001	CalPERS	04/04/2022	Bank Draft	0.00	4,718.65	DFT0002582
EIDE0001	Eide Bailly	04/04/2022	Bank Draft	0.00	6,647.30	DFT0002583
GUAR0001	Guardian	04/04/2022	Bank Draft	0.00	3,955.78	DFT0002584
SOUT0002	Southern California Edison	04/04/2022	Bank Draft	0.00	714.69	DFT0002585
VSP0001	VSP	04/04/2022	Bank Draft	0.00	776.20	DFT0002586
CINT0001	Cintas	04/04/2022	Bank Draft	0.00	149.12	DFT0002587
CINT0001	Cintas	04/04/2022	Bank Draft	0.00	368.06	DFT0002588
CINT0001	Cintas	04/04/2022	Bank Draft	0.00	1,016.38	DFT0002589
SHRE0001	Shred-it USA LLC	04/04/2022	Bank Draft	0.00	144.00	DFT0002590
PACE0001	Pace Payment Systems, Inc.	04/04/2022	Bank Draft	0.00	4,040.82	DFT0002591
SANT0003	Santa Margarita Water District	04/04/2022	Bank Draft	0.00	1,808.70	DFT0002592
HOME0001	Home Depot	04/05/2022	Bank Draft	0.00	1,063.63	DFT0002593
LOWE0001	Lowe's	04/05/2022	Bank Draft	0.00	1,084.06	DFT0002594
COXC0001	Cox Communications	04/07/2022	Bank Draft	0.00	2,434.03	DFT0002595
WAGE0001	Wage Works, Inc.	04/07/2022	Bank Draft	0.00	671.58	DFT0002596
PACE0001	Pace Payment Systems, Inc.	04/08/2022	Bank Draft	0.00	210.50	DFT0002597
COXC0001	Cox Communications	04/11/2022	Bank Draft	0.00	6,986.70	DFT0002598
TOLL0001	The Toll Roads	04/11/2022	Bank Draft	0.00	140.00	DFT0002599
ADP0001	ADP	04/11/2022	Bank Draft	0.00	1,763.89	DFT0002600
TABA0001	TAB AnswerNetwork	04/11/2022	Bank Draft	0.00	169.10	DFT0002601
WAGE0001	Wage Works, Inc.	04/12/2022	Bank Draft	0.00	68.54	DFT0002602
WAGE0001	Wage Works, Inc.	04/14/2022	Bank Draft	0.00	5.00	DFT0002603
COXC0001	Cox Communications	04/15/2022	Bank Draft	0.00	87.50	DFT0002604
XERO0001	Xerox Corporation	04/18/2022	Bank Draft	0.00	288.71	DFT0002605
WAGE0001	Wage Works, Inc.	04/18/2022	Bank Draft	0.00	1.07	DFT0002606
ADP0001	ADP	04/19/2022	Bank Draft	0.00	106,231.88	DFT0002607
CALP0001	CalPERS	04/20/2022	Bank Draft	0.00	7,213.83	DFT0002608
CALP0001	CalPERS	04/20/2022	Bank Draft	0.00	12,789.52	DFT0002609
CALP0001	CalPERS	04/20/2022	Bank Draft	0.00	4,678.44	DFT0002610
COXC0001	Cox Communications	04/19/2022	Bank Draft	0.00	692.24	DFT0002611
TOLL0001	The Toll Roads	04/19/2022	Bank Draft	0.00	140.00	DFT0002612
WAGE0001	Wage Works, Inc.	04/19/2022	Bank Draft	0.00	66.00	DFT0002613
SOUT0002	Southern California Edison	04/19/2022	Bank Draft	0.00	65,506.08	DFT0002614
WEXF0001	Wex Fleet Universal	04/21/2022	Bank Draft	0.00	6,233.67	DFT0002615
WAGE0001	Wage Works, Inc.	04/22/2022	Bank Draft	0.00	75.00	DFT0002616
UMPQ0001	Umpqua Bank	04/25/2022	Bank Draft	0.00	8,433.86	DFT0002617
EIDE0001	Eide Bailly	04/25/2022	Bank Draft	0.00	6,133.00	DFT0002618
STAN0001	Stanley Security Solutions	04/25/2022	Bank Draft	0.00	2,081.55	DFT0002619
TOLL0001	The Toll Roads	04/25/2022	Bank Draft	0.00	140.00	DFT0002620
AT&T0003	AT&T Mobility	04/26/2022	Bank Draft	0.00	2,195.86	DFT0002621
WAGE0001	Wage Works, Inc.	04/27/2022	Bank Draft	0.00	40.00	DFT0002622
SPAR0001	Sparkletts	04/27/2022	Bank Draft	0.00	146.15	DFT0002623
SPAR0001	Sparkletts	04/27/2022	Bank Draft	0.00	17.20	DFT0002624
AMAZ0001	Amazon	04/29/2022	Bank Draft	0.00	461.05	DFT0002625
ADP0001	ADP	04/29/2022	Bank Draft	0.00	108.00	DFT0002626
ADP0001	ADP	05/04/2022	Bank Draft	0.00	102,593.00	DFT0002627
CALP0001	CalPERS	05/02/2022	Bank Draft	0.00	46,321.76	DFT0002628
CALP0001	CalPERS	05/02/2022	Bank Draft	0.00	5,519.92	DFT0002629

Check Report

Date Range: 03/09/2022 - 05/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
CALP0001	CalPERS	05/02/2022	Bank Draft	0.00	7,213.83	DFT0002630
CALP0001	CalPERS	05/03/2022	Bank Draft	0.00	12,789.52	DFT0002631
CALP0001	CalPERS	05/03/2022	Bank Draft	0.00	4,718.65	DFT0002632
GUAR0001	Guardian	05/02/2022	Bank Draft	0.00	3,955.78	DFT0002633
SANT0003	Santa Margarita Water District	05/02/2022	Bank Draft	0.00	2,214.46	DFT0002634
VSP0001	VSP	05/02/2022	Bank Draft	0.00	776.20	DFT0002635
CINT0001	Cintas	05/02/2022	Bank Draft	0.00	143.49	DFT0002636
CINT0001	Cintas	05/02/2022	Bank Draft	0.00	162.20	DFT0002637
CINT0001	Cintas	05/02/2022	Bank Draft	0.00	257.24	DFT0002638
PACE0001	Pace Payment Systems, Inc.	04/30/2022	Bank Draft	0.00	-4,417.00	DFT0002639
PACE0001	Pace Payment Systems, Inc.	04/30/2022	Bank Draft	0.00	4,417.00	DFT0002639
PACE0001	Pace Payment Systems, Inc.	05/02/2022	Bank Draft	0.00	4,417.00	DFT0002641
SHRE0001	Shred-it USA LLC	05/03/2022	Bank Draft	0.00	68.00	DFT0002642
TOLL0001	The Toll Roads	05/04/2022	Bank Draft	0.00	140.00	DFT0002643
WAGE0001	Wage Works, Inc.	05/04/2022	Bank Draft	0.00	40.00	DFT0002644
WAGE0001	Wage Works, Inc.	05/06/2022	Bank Draft	0.00	1.36	DFT0002645

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	199	109	0.00	800,215.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	37	0.00	-2,400.88
Bank Drafts	231	98	0.00	845,349.34
EFT's	15	9	0.00	174,901.02
	<b>445</b>	<b>253</b>	<b>0.00</b>	<b>1,818,065.09</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	199	109	0.00	800,215.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	37	0.00	-2,400.88
Bank Drafts	231	98	0.00	845,349.34
EFT's	15	9	0.00	174,901.02
	<b>445</b>	<b>253</b>	<b>0.00</b>	<b>1,818,065.09</b>

### Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	3/2022	462,639.06
99	Pooled Cash	4/2022	1,129,601.57
99	Pooled Cash	5/2022	225,824.46
			<b>1,818,065.09</b>



Trabuco Canyon Water District, CA

# Refund Check Register

## Refund Check Detail

UBPKT07371 - Refunds 01 UBPKT07367 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
200-0521-003	O'NEILL, ANITA	4/19/2022	10868	37.72			37.72	Generated From Billing
700-0247-005	KIMOTHO, ALIVIA	4/19/2022	10869	93.50			93.50	Deposit
<b>Total Refunds: 2</b>			<b>Total Refunded Amount:</b>	<b>131.22</b>				

## Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	131.22
<b>Revenue Total:</b>	<b>131.22</b>

## General Ledger Distribution

Posting Date: 04/18/2022

	Account Number	Account Name	Posting Amount	IFT
<b>Fund:</b>	10 - Water Fund			
	10-000-1010	Claim on Cash	-131.22	Yes
	10-000-2501	Customer Credit	131.22	
	<b>10 Total:</b>		<b>0.00</b>	
<b>Fund:</b>	99 - Pooled Cash			
	99-000-1004	Bank of the West Checking (Pooled Cash)	-131.22	



Net Pay	<b>Checks</b>							.00
	<b>Direct Deposits</b>							64,079.63
	Subtotal Net Pay							64,079.63
	<b>Adjustments</b>							.00
	Total Net Pay Liability (Net Cash)							64,079.63
Taxes		You are responsible for	Amount debited					
		Depositing these amounts	from your account					
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.		
	<b>Federal Income Tax</b>						13,112.37	
	<b>Earned Income Credit Advances</b>							
	<b>Social Security</b>				6,304.27	6,304.29		
	<b>Medicare</b>				1,474.39	1,474.39		
	<b>Medicare Surtax</b>							
	<b>Federal Unemployment Tax</b>							
	Subtotal Federal		20,891.03		7,778.68			28,669.71
	<b>FMLA-PSL Payments Credit</b>							
	<b>FMLA-PSL ER FICA Credit</b>							
	<b>FMLA-PSL Health Care Premium Credit</b>							
	<b>Employee Retention Qualified Payments Cre</b>							
	<b>Employee Retention Qualified Health Care</b>							
	<b>Cobra Premium Assistance Payments</b>							
	Total Federal		20,891.03		7,778.68			28,669.71
State	<b>CA State Income Tax</b>						5,427.89	
	<b>CA State Unemployment Insurance-ER 3000</b>						48.33	
	<b>CA State Disability Insurance-EE</b>						1,117.07	
	Subtotal CA				6,544.96	48.33		6,593.29
	Total Taxes	.00	.00	27,435.99	7,827.01			35,263.00
	Amount ADP Debited From AccountXXXX6939		Tran/ABA XXXXXXXXX					35,263.00 Excludes Taxes That Are Your Responsibility
Other	<b>ADP Direct Deposit</b>						64,079.63	24 Employee Transactions
	Transfers Amount ADP Debited From AccountXXXX6939		Tran/ABA XXXXXXXXX					64,079.63
	Total Amount ADP Debited From Your Accounts							99,342.63



Net Pay	<b>Checks</b>	229.87			
	<b>Direct Deposits</b>	67,363.90			
	Subtotal Net Pay				67,593.77
	<b>Adjustments</b>	.00			
	Total Net Pay Liability (Net Cash)				67,593.77

Taxes		You are responsible for		Amount debited		
		Depositing these amounts		from your account		
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.
	<b>Federal Income Tax</b>				13,914.48	
	<b>Earned Income Credit Advances</b>					
	<b>Social Security</b>		6,601.09		6,601.05	
	<b>Medicare</b>		1,543.80		1,543.79	
	<b>Medicare Surtax</b>					
	<b>Federal Unemployment Tax</b>					
	<b>Subtotal Federal</b>		22,059.37		8,144.84	30,204.21
	<b>FMLA-PSL Payments Credit</b>					
	<b>FMLA-PSL ER FICA Credit</b>					
	<b>FMLA-PSL Health Care Premium Credit</b>					
	<b>Employee Retention Qualified Payments Cre</b>					
	<b>Employee Retention Qualified Health Care</b>					
	<b>Cobra Premium Assistance Payments</b>					

Total Federal			22,059.37		8,144.84	30,204.21
State	<b>CA State Income Tax</b>		5,429.89			
	<b>CA State Unemployment Insurance-ER 3000</b>				32.51	
	<b>CA State Disability Insurance-EE</b>		1,127.10			
	<b>Subtotal CA</b>		6,556.99		32.51	6,589.50
	<b>Total Taxes</b>	.00	.00	28,616.36	8,177.35	36,793.71

Amount ADP Debited From Account XXXX6939 Tran/ABA XXXXXXXXX 36,793.71 Excludes Taxes That Are Your Responsibility

Other	<b>ADP Direct Deposit</b>	67,363.90				28 Employee Transactions
Transfers	<b>ADP Check</b>	229.87				
	Amount ADP Debited From Account XXXX6939 Tran/ABA XXXXXXXXX					67,593.77
<b>Total Amount ADP Debited From Your Accounts</b>						<b>104,387.48</b>

Net Pay	<b>Checks</b>		.00
	<b>Direct Deposits</b>		<b>67,872.51</b>
Subtotal Net Pay			67,872.51
<b>Adjustments</b>			<b>.00</b>
Total Net Pay Liability (Net Cash)			67,872.51

Taxes		You are responsible for		Amount debited		
		Depositing these amounts		from your account		
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.
	<b>Federal Income Tax</b>				<b>14,632.49</b>	
	<b>Earned Income Credit Advances</b>					
	<b>Social Security</b>				<b>6,704.94</b>	<b>6,704.97</b>
	<b>Medicare</b>				<b>1,568.09</b>	<b>1,568.10</b>
	<b>Medicare Surtax</b>					
	<b>Federal Unemployment Tax</b>					
Subtotal Federal			22,905.52	8,273.07		31,178.59
FMLA-PSL Payments Credit						
FMLA-PSL ER FICA Credit						
FMLA-PSL Health Care Premium Credit						
Employee Retention Qualified Payments Cre						
Employee Retention Qualified Health Care						
Cobra Premium Assistance Payments						
Total Federal			22,905.52	8,273.07		31,178.59
State	<b>CA State Income Tax</b>				<b>5,974.51</b>	
	<b>CA State Unemployment Insurance-ER 3000</b>					<b>18.11</b>
	<b>CA State Disability Insurance-EE</b>				<b>1,188.16</b>	
Subtotal CA			7,162.67	18.11		7,180.78
Total Taxes		.00	.00	30,068.19	8,291.18	38,359.37

Amount ADP Debited From Account XXXX6939 Tran/ABA XXXXXXXXX 38,359.37 Excludes Taxes That Are Your Responsibility

Other **ADP Direct Deposit** 67,872.51 24 Employee Transactions

Transfers Amount ADP Debited From Account XXXX6939 Tran/ABA XXXXXXXXX 67,872.51

Total Amount ADP Debited From Your Accounts 106,231.88



**Statistical Summary  
Detail**

**TRABUCO CANYON WATER**

Region Name : **GKN**  
Company Code : ADP RESOURCE

Batch : **1732**  
Quarter Number : **2**  
Service Center : **580**

Period Ending : **04/15/2022**  
Pay Date : **04/20/2022**  
Current Date : **04/18/2022**

**Week 16**

Net Pay	<b>Checks</b>					126.93	
	<b>Direct Deposits</b>					67,148.54	
	Subtotal Net Pay						67,275.47
	<b>Adjustments</b>					.00	
	Total Net Pay Liability (Net Cash)						67,275.47
Taxes		You are responsible for	Amount debited				
		Depositing these amounts	from your account				
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.	
	<b>Federal Income Tax</b>					12,799.67	
	<b>Earned Income Credit Advances</b>						
	<b>Social Security</b>					6,499.76	6,499.75
	<b>Medicare</b>					1,520.11	1,520.10
	<b>Medicare Surtax</b>						
	<b>Federal Unemployment Tax</b>						
	Subtotal Federal		20,819.54		8,019.85		28,839.39
	<b>FMLA-PSL Payments Credit</b>						
	<b>FMLA-PSL ER FICA Credit</b>						
	<b>FMLA-PSL Health Care Premium Credit</b>						
	<b>Employee Retention Qualified Payments Cre</b>						
	<b>Employee Retention Qualified Health Care</b>						
	<b>Cobra Premium Assistance Payments</b>						
	Total Federal		20,819.54		8,019.85		28,839.39
State	<b>CA State Income Tax</b>					5,354.13	
	<b>CA State Unemployment Insurance-ER 3000</b>						10.75
	<b>CA State Disability Insurance-EE</b>					1,113.26	
	Subtotal CA					6,467.39	10.75
	Total Taxes	.00	.00	27,286.93	8,030.60		35,317.53
	Amount ADP Debited From Account XXXX6939		Tran/ABA XXXXXXXXX				35,317.53 Excludes Taxes That Are Your Responsibility
Other	<b>ADP Direct Deposit</b>					67,148.54	29 Employee Transactions
Transfers	<b>ADP Check</b>					126.93	
	Amount ADP Debited From Account XXXX6939		Tran/ABA XXXXXXXXX				67,275.47
	Total Amount ADP Debited From Your Accounts						102,593.00



**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**CONSENT CALENDAR**

**ITEM 3: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP**

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**RECOMMENDED ACTION:**

*Approve the following Engineering/Operational Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar):*

1. *April 6, 2022*

**CONTACTS (staff responsible): PALUDI/PEREA/SANGI**



## TRABUCO CANYON WATER DISTRICT ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | APRIL 6, 2022

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### **DIRECTORS PRESENT**

Stephen Dopudja, Committee Chair  
Mike Safranski, Committee Member

### **STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager  
Lorrie Lausten, District Engineer  
Karen Warner, Principal Accountant  
Gary Kessler, Water Superintendent  
Jason Stroud, Maintenance Superintendent  
Oscar Ulloa, Wastewater Chief Plant Operator  
Lisa Marie Sangi, Executive Assistant

### **CONSULTANTS PRESENT**

None

### **PUBLIC PRESENT**

None

### **CALL MEETING TO ORDER**

Director Dopudja called the April 6, 2022 Engineering/Operational Committee Meeting to order at 7:00 AM.

### **VISITOR PARTICIPATION**

No comments were received.

### **ORAL COMMUNICATION**

No comments were received.

### **COMMITTEE MEMBER COMMENTS**

Director Safranski reported on his attendance at the South Orange County Agencies Group meeting, and he mentioned that the group briefly discussed the re-organization of the San Juan Basin Authority. Director Safranski thanked District staff for the facility tour.

### **REPORT FROM THE GENERAL MANAGER**

No comments were received.

### **ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP**

Mr. Paludi presented the Engineering/Operational Committee Meeting Recap for Committee review in accordance with the agenda.

### **RECOMMENDED ACTION**

Director Dopudja and Mr. Perea recommended that the Engineering/Operational Committee Meeting Recap(s) be forwarded to the Board of Directors for approval (Consent Calendar).

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | APRIL 6, 2022**

**ITEM 2: DISCUSSION CONCERNING GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS**

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Mr. Paludi introduced this matter for Committee consideration, and he mentioned that District staff has been working with contractors to perform multiple improvements at this facility. Ms. Lausten provided an overview of the improvements over the last year, and she reported that the first stage pumps require replacement. Discussion occurred concerning the failure of both first stage pumps. Mr. Stroud provided a review of the failure issues of the pumps. Ms. Lausten presented a proposal from Evans Hydro for the purchase of two Wilo pumps, and she recommended the approval and Board ratification

**RECOMMENDED ACTION:**

The Committee approved and recommended the Board of Directors ratify the purchase of two (2) replacement pumps from Evans-Hydro, Inc. in the amount of \$55,912, plus tax and freight, for the Golf Club Sewer Lift Station (Action Calendar).

**ITEM 3: SOCWA JPA DISCUSSIONS UPDATE**

---

Mr. Paludi presented this matter for Committee consideration, and he provided a brief overview of the ongoing discussion concerning the Joint Powers Agreement (JPA) review. Discussion occurred certain member agency issues, including Irvine Ranch Water District (IRWD) proposal to leave the JPA and Santa Margarita Water District's (SMWD) annexation of the City of San Juan Capistrano sewer system. Mr. Paludi reported that SOCWA general counsel will provide an opinion on the process for exiting the JPA at the next Regular Board Meeting. A brief discussion occurred on administrative costs and impacts to the District.

**RECOMMENDED ACTION:**

The Committee recommended forwarding this matter to the Board for consideration and review (Action Calendar).

**ITEM 4: OTHER ENGINEERING AND OPERATIONS PROJECTS,**

---

***1. 2021 System Wide Master Plan and Condition Assessment Project***

Mr. Paludi introduced this matter to the Committee. Ms. Lausten highlighted the site visits and added the Wastewater Treatment Plant, and she provided an overview of the sewer system flow monitoring portion of the project. Discussion occurred concerning project completion timeline and project goals.

***2. OC Rescue Mission Domestic Service Relocation***

Ms. Lausten provided an update on this project, and she reported that District staff is working with GCI Construction for the onsite potholing.

***3. Other Projects***

Ms. Lausten provided a brief update on the SCADA Upgrade Project, and she reported that the District's remote site upgrades have been delayed due to procurement lead times. Discussion occurred concerning system security from external threats.

Mr. Paludi provided an update on the Saddle Crest Development, and he reported that the developer was currently building model homes at the lower zone.

Mr. Paludi reported that District staff will be meeting with the Saddleback Meadow developer to review the costs associate with the Harris Grade Reservoir improvements.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | APRIL 6, 2022**

**RECOMMENDED ACTION**

The Committee received the status updates. There was no action taken.

**ITEM 5: WATER SYSTEM UPDATES**

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Mr. Kessler reviewed the projects and repairs for a March 2022, and he reported that Water Operations staff has completed the following tasks:

1. Resumed Fire Hydrant Flushing Program and flushed 52 hydrants in Dove Canyon.
2. Installed all 4 discharge pumps at GWTF.
3. Worked with Hazen Engineering and conducted 19 fire flow tests, part of the distribution modeling.
4. The Dimension Water Treatment Plant (DWTP) is offline for approximately six (6) weeks, while the SAC Line is being repaired.
5. Worked with the Maintenance Department to reinstalled Booster Pump #1 at the Dimension Water Treatment Plant (DWTP).
6. Installed a new Rugid controller at the Robinson Ranch Pump Station.
7. Worked with the Maintenance Department to change out the level probes at the Canyon Creek Hydro Static Tank, located in the Canyon Community.

Mr. Kessler reviewed the Monthly Water System Operations Summary with the Committee. Mr. Kessler reported on a damaged air vac in the Dove Canyon community that occurred over the weekend, and subsequently repaired on Monday.

**RECOMMENDED ACTION**

The Committee received the status update. There was no action taken.

**ITEM 6: WASTEWATER SYSTEM UPDATES**

---

Mr. Perea formally introduced Mr. Ulloa as the District's new Wastewater Operations Superintendent, and he commended Mr. Ulloa for his commitment to the District and its customers. Mr. Ulloa reviewed the projects and repairs for March 2022, and he reported that Wastewater Operations staff had completed the following tasks:

1. Repaired a four-inch inlet reclaimed line that provides service to Ty Nursery.
2. Cleaned a v-ditch and exercised an emergency relief valve for the reclaimed reservoir at the Wastewater Treatment Plant
3. Worked with the Maintenance department to coordinate and complete the by-pass of the Golf Club Lift Station, located in the Dove Canyon Community.
4. Repaired a twelve-inch raw influent line to the SBR tanks at the Wastewater Treatment Facility.

Mr. Ulloa provided a review of the Monthly Non-Domestic Water (NDW) System Summary report for March 2022, and he provided a brief update on Dove Lake.

The Committee congratulated Mr. Ulloa on his promotion.

**RECOMMENDED ACTION**

The Committee received the status update. There was no action taken.

**TRABUCO CANYON WATER DISTRICT  
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | APRIL 6, 2022**

**ITEM 7: MAINTENANCE DEPARTMENT UPDATES**

---

Mr. Stroud reviewed the projects and repairs for March 2022, and he reported that Maintenance staff completed the following tasks:

1. Worked with Evans Hydro to begin installation on the rebuilt 1 CFS booster pump at the Dimension Water Treatment Plant.
2. Performed oil changes on heavy duty electrical motors.
3. Assisted the Sanitation department to completely bypass the Golf Club Lift Station and prepped the wet well for a rental submersible pump.
4. Worked with Hydrotech Electric to begin removal and re-install of new the MCC panel located at the Golf Club Lift Station.

**RECOMMENDED ACTION**

The Committee received the status update. There was no action taken.

**ITEM 8: OTHER MATTERS/REPORTS**

---

Mr. Paludi reported that District staff intend to agendize the Hazen and Sawyer Condition Assessment Report of the District's Wells Facility for Committee review at the next regular Engineering/Operational Committee meeting.

**RECOMMENDED ACTION**

There was no action taken.

**ADJOURNMENT**

Director Dopudja adjourned the April 6, 2022 Engineering/Operational Committee Meeting at 7:54 AM.

DRAFT

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**CONSENT CALENDAR**

**ITEM 4: EXECUTIVE COMMITTEE MEETING RECAP**

---

**RECOMMENDED ACTION:**

*Approve the following Executive Committee Meeting Recap(s) and recommend that the Board receive and file same (Consent Calendar):*

1. *April 6, 2022*

**CONTACTS (staff responsible): PALUDI/PEREA/SANGI**



## TRABUCO CANYON WATER DISTRICT EXECUTIVE COMMITTEE MEETING RECAP | APRIL 6, 2022

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### **DIRECTORS PRESENT**

Vice President Stephen Dopudja, Committee Chair  
President Don Chadd, Committee Member

### **STAFF PRESENT**

Fernando Paludi, General Manager  
Michael Perea, Assistant General Manager  
Lisa Marie Sangi, Executive Assistant

### **PUBLIC PRESENT**

There were no members of the public present

### **CALL MEETING TO ORDER**

Vice President Dopudja called the April 6, 2022 Executive Committee Meeting to order at 5:00 PM.

### **VISITOR PARTICIPATION**

No visitor participation was received.

### **ORAL COMMUNICATION**

No oral communication was received.

### **COMMITTEE MEMBER COMMENTS**

No comments were received.

### **REPORT FROM THE GENERAL MANAGER**

Mr. Paludi reported that Irvine Ranch Water District (IRWD) has invited the Directors and District staff to tour the V.P. Baker Pipeline repair project site the following day.

### **DISCUSSION MATTERS**

#### **ITEM 1: APPROVAL OF EXECUTIVE COMMITTEE MEETING RECAP**

---

Mr. Paludi presented the Executive Committee Meeting Recap for the following meeting(s) for Committee consideration.

#### **RECOMMENDED ACTION:**

*Approve the following Executive Committee Meeting Recap and recommend that the Board receive and file the same (Consent Calendar):*

1. February 7, 2022
2. March 14, 2022

#### **ITEM 2: DISTRICT EXPENSE REIMBURSEMENT POLICY AND PROCEDURES UPDATE**

---

Mr. Paludi introduced this matter for Committee consideration, and he mentioned that this matter was updated with the assistance of District general counsel. Mr. Perea provided a brief review of the current policy, and he reported that District staff and counsel recommended bifurcating the expense reimbursement portion from the

**TRABUCO CANYON WATER DISTRICT  
EXECUTIVE COMMITTEE MEETING RECAP | APRIL 6, 2022**

ethics portion of the policy. Mr. Perea reviewed the proposed policy, specifically concerning certain changes related to gifts from vendors/consultants consistent with the Fair Political Practices Commission (FPPC) rules. Mr. Perea also indicated that the updates comport with the new rules and laws as it relates to travel, transportation and is commensurate with other agencies. Discussion occurred concerning changes in the proposed policy from the currently adopted policy.

**RECOMMENDED ACTION:**

*The Committee recommended the Board of Directors approve the proposed Expense Reimbursement Policy and Procedures Update and rescind the Expense Reimbursement Guidelines approved on January 17, 1996 (Action Calendar).*

**ITEM 3: BOARD AGENDA PLANNING CALENDAR**

---

Mr. Paludi presented this matter for Committee consideration, and he provided a handout highlighting certain proposed Board agenda planning calendar updates including, but not limited to:

**April 2022**

**District Ad Hoc Properties Committee**

- Presentation by Foremost Communities
- Porter Property Biological Resources Assessment contract award

**Regular Board Meeting**

- Golf Club Sewer SLS pump purchase
- SOCWA Joint Powers Agreement Update
- Rate Study consultant contract award
- Travel Expense policy revision
- Water Awareness Day Event Update
- Consumer Confidence Report Distribution

**May 2022**

**Special Board Meeting**

- Rate Study Kickoff – Board input
- TCWD Budget Workshop

**Regular Board Meeting**

- Harris Grade Reservoir Cost-Sharing Agreement
- OC LAFCO Appointment of Regular/Alternate Special District Seats

**June 2022**

**Regular Board Meeting**

- TCWD FY 2022-23 Operating and Capital Budget
- TCWD Undeveloped Land Standby Charge Assessment

**RECOMMENDED ACTION:**

There was no action taken.

**TRABUCO CANYON WATER DISTRICT  
EXECUTIVE COMMITTEE MEETING RECAP | APRIL 6, 2022**

**OTHER MATTERS**

**ITEM 4: REPORTS OR COMMENTS FROM THE GENERAL MANAGER AND/OR STAFF**

---

Mr. Paludi presented a joint coalition letter from Santa Margarita Water District (SMWD) and Moulton Niguel Water District (MNWD) related to Metropolitan Water District of Southern California (MET) rates and charges, and budget.

Mr. Paludi provided the Committee with Water Awareness Day updates related to invitations to neighboring water and government agencies.

The Committee established a recurring meeting time for the Executive Committee to be held on the first Monday of each month at 5:00pm.

**RECOMMENDED ACTION:**

None

**ADJOURNMENT**

Vice President Dopudja adjourned the April 6, 2022 Executive Committee Meeting at 5:46 PM.

DRAFT

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**ACTION CALENDAR**

**ADMINISTRATIVE MATTERS**

**ITEM 5: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/  
ATTENDANCE**

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***FEES AND EXPENSES***

Consistent with Board policy, Directors are reimbursed for expenses incurred while serving in their capacity as Directors. Additionally, Directors earn a per diem stipend for attendance at meetings or functions in a Director capacity. The attached spreadsheet provides a recap of the meetings, seminars, conferences attended by Directors along with expenses recorded to date.

***TENTATIVE FUTURE MEETINGS***

The attached spreadsheet provides a schedule of the tentative future meetings and attendance items.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT**

FY 2021/2022 Budgeted Board Expenses: \$38,400

**COMMITTEE STATUS:**

This matter was reviewed with the Finance/Audit Committee.

**RECOMMENDED ACTIONS:**

*Approve the tentative future meetings/attendance items and ratify the Directors' expenses and fees from the following period(s):*

1. April 2022

**EXHIBIT(S):**

1. Directors Fees and Expenses Monthly Report for April 2022
2. Directors Future/Tentative Meeting/Attendance Schedule for Calendar Year 2022

**CONTACTS (staff responsible): PALUDI/PEREA/SANGI**


**TRABUCO CANYON WATER DISTRICT  
DIRECTORS' FEES AND EXPENSES MONTHLY REPORT | APRIL 2022**

MEETING DESCRIPTION	ACOSTA	CHADD	DOPUDJA	MANDICH	SAFRANSKI
<b>DISTRICT MEETINGS</b>					
Engineering/Operational Committee Meeting			04/06/22		04/06/22
Executive Committee Meeting		04/06/22	04/06/22		
Irvine Lake / Baker/SAC Pipeline Repair Tour			04/07/22	04/07/22	
Finance/Audit Committee Meeting		04/13/22		04/13/22	
District Properties Committee Meeting			04/14/22	04/14/22	
Individual Meeting with General Manager	04/19/22	04/20/22	04/19/22	04/18/22	04/19/22
Regular Board Meeting	04/21/22	04/21/22	04/21/22	04/21/22	04/21/22
<b>REPRESENTATIVE MEETINGS</b>					
City of Rancho Santa Margarita Council Meeting					04/13/22
City of Rancho Santa Margarita Council Meeting				04/27/22	
City of Rancho Santa Margarita City Planning Commission Meeting					
Independent Special Districts of Orange County - Luncheon Meeting					
Independent Special Districts of Orange County - Quarterly/Meeting					
MWDOC Elected Official Forum	04/07/22				
MWDOC Board Meeting	04/20/22				
Orange County Local Agency Formation Commission (OC LAFCO)					
Santiago Aqueduct Commission Meeting(SAC)					
South Orange County Agencies Group					
South Orange County Wastewater Authority (SOCWA) Regular Board Meeting			04/07/22		
South Orange County Wastewater Authority (SOCWA) Special Board Meeting			04/12/22		
South Orange County Wastewater Authority (SOCWA) Finance Meeting			04/19/22		
MO. South Orange County Integrated Regional Watershed Management Executive Committee					
QRTL South Orange County Integrated Regional Watershed Management Executive Committee					
Water Advisory Committee of Orange County Meeting (WACO)	04/01/22				
<b>NUMBER OF MEETINGS ATTENDED</b>	<b>5</b>	<b>4</b>	<b>6</b>	<b>6</b>	<b>4</b>
<b>FEES (\$125 per each meeting*)</b>	<b>\$625.00</b>	<b>\$500.00</b>	<b>\$750.00</b>	<b>\$750.00</b>	<b>\$500.00</b>
<b>DIRECT REIMBURSABLE EXPENSES</b>					
<b>DIRECT REIMBURSABLE EXPENSES TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>INDIRECT REIMBURSABLE EXPENSES</b>					
<b>INDIRECT REIMBURSABLE EXPENSES TOTALS</b>					
<b>TOTAL</b>	<b>\$625.00</b>	<b>\$500.00</b>	<b>\$750.00</b>	<b>\$750.00</b>	<b>\$500.00</b>
<i>* Maximum per diem per day is one; maximum per diems per month is 10</i>					

\_\_\_\_\_  
**DIRECTOR SIGNATURE**

**TRABUCO CANYON WATER DISTRICT | 2022 PUBLIC MEETING AND CONFERENCE CALENDAR**

2022													
LINE ITEM	MEETING DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>DISTRICT PUBLIC MEETINGS</b>													
1	Executive Committee Meeting	TBD			TBD			TBD			TBD		
2	Engineering/Operational Committee Meeting	01/05/22	02/02/22	03/02/22	04/06/22	05/04/22	06/01/22	07/06/22	08/03/22	09/07/22	10/05/22	11/02/22	12/07/22
3	Finance/Audit Committee Meeting	01/12/22	02/09/22	03/09/22	04/13/22	05/11/22	06/08/22	07/13/22	08/10/22	09/14/22	10/12/22	11/09/22	12/14/22
4	Regular Board Meeting	01/20/22	02/17/22	03/17/22	04/21/22	05/19/22	06/16/22	07/21/22	08/18/22	09/22/22	10/20/22	11/17/22	12/22/22
5	District Properties Ad Hoc Committee Meeting	-	-	-	-	-	-	-	-	-	-	-	-
<b>PUBLIC MEETINGS</b>													
6	City of RSM City Council Meeting - Meeting No. 1	01/12/22	02/09/22	03/09/22	04/13/22	05/11/22	06/08/22	07/13/22	08/10/22	09/14/22	10/12/22	11/09/22	12/14/22
7	City of RSM City Council Meeting - Meeting No. 2	01/26/22	02/23/22	03/23/22	04/27/22	05/25/22	06/22/22	07/27/22	08/24/22	09/28/22	10/26/22	11/23/22	12/28/22
8	Independent Special Districts of Orange County Meeting	01/04/22	02/01/22	03/01/22	04/05/22	05/03/22	06/07/22	07/05/22	08/02/22	09/06/22	10/04/22	11/01/22	12/06/22
9	Independent Special Districts of Orange County Meeting	01/27/22	-	-	04/28/22	-	-	07/28/22	-	-	10/27/22	-	-
10	Orange County Local Agency Formation Commission (OC LAFCO)	01/12/22	02/09/22	03/09/22	04/13/22	05/11/22	06/08/22	07/13/22	08/10/22	09/14/22	10/12/22	11/09/22	12/14/22
11	Santiago Aqueduct Commission Meeting	-	-	03/17/22	-	-	06/16/22	-	-	09/15/22	-	-	12/15/22
12	Quarterly South Orange County Integrated Regional Watershed Management Executive Committee	-	-	03/03/22	-	05/05/22	-	-	08/04/22	-	-	11/03/22	-
13	Monthly South Orange County Integrated Regional Watershed Management Executive Committee	01/27/22	02/24/22	03/24/22	04/28/22	05/26/22	06/23/22	07/28/22	08/25/22	09/22/22	10/27/22	11/24/22	12/22/22
14	South Orange County Water Agencies Group Meeting*	01/27/22	-	03/24/22	-	05/26/22	-	07/28/22	-	09/22/22	-	11/24/22	-
15	South Orange County Wastewater Authority Regular Board Meeting	01/06/22	02/03/22	03/03/22	04/07/22	05/05/22	06/02/22	07/07/22	08/04/22	09/01/22	10/06/22	11/03/22	12/01/22
16	Water Advisory Committee of Orange County	01/07/22	02/04/22	03/04/22	04/01/22	05/06/22	06/03/22	07/01/22	08/05/22	09/02/22	10/07/22	11/04/22	12/02/22
<b>CONFERENCES</b>													
17	ACWA Spring Conference - Sacramento, CA					5/3 - 5/6							
18	ACWA Fall Conference - Indian Wells, CA											11/29 - 12/2	
19	CSDA Annual Conference -Palm Springs, CA								8/22 - 8/25				
20	CSDA GM Leadership Summit - Coronado, CA						6/19 - 6/21						
21	Urban Water Institute (UWI) Annual Conference - San Diego, CA								8/24 - 8/26				
22	CSDA SDLA Conference - Napa, CA									9/18 - 9/21			

**LEGEND**  
 District Observed Holiday - Reschedule Meeting  
 \*4th Tuesday of the Odd Numbered Month

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**ACTION CALENDAR**

**FINANCIAL MATTERS**

**ITEM 6: DISTRICT ETHICS POLICY UPDATE**

---

Trabuco Canyon Water District (District) has a Code of Conduct & Expense Reimbursement Policy that was adopted by the Board of Directors on January 17, 1996. District staff has worked with General Counsel to review the existing policy for outdated practices and to ensure that the policy is consistent with current State law and Fair Political Practices Commission (FPPC) rules. After careful review of the policy, District staff and General Counsel determined that bifurcating the existing policy would better serve the District.

The proposed Ethics Policy Update includes guidelines for the following:

- Compliance with FPPC Rules & State Laws/Regulations
- Process for Gift Reporting
- Outside Consulting Requirements for Staff, including General Manager
- Campaign Prohibited Activities
- Use of District Vehicles
- Tickets and Passes Policy

Additional information may be presented at the time of the meeting.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT:**

Budget not-to-exceed \$107,382 (consultant fee plus 10% contingency)

**COMMITTEE STATUS:**

This matter was reviewed with the Finance/Audit Committee.

**RECOMMENDED ACTION:**

*Approve the proposed Ethics Policy Update and rescind the Code of Conduct Guidelines approved on January 17, 1996.*

**EXHIBIT(S):**

1. Code of Conduct & Expense Reimbursement Policy (1996)
2. DRAFT Ethics Policy Update

**CONTACTS (staff responsible): PALUDI/PEREA**

**TRABUCO CANYON WATER DISTRICT  
CODE OF CONDUCT AND  
EXPENSE REIMBURSEMENT GUIDELINES  
BOARD APPROVED JANUARY 17, 1996**

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The Board of Directors of the Trabuco Canyon Water District (“TCWD” or “District”) hereby establishes the following policy:

**SECTION 1.0 GIFTS BY VENDORS, CONTRACTORS AND CONSULTANTS**

- (a) The existing laws governing the acceptance and reporting of gifts are contained in the Fair Political Practices Act (Government Code, 82028 et. seq.).
- (b) The acceptance of plaques and commemorative mementos, of nominal value or of value only to the recipient, to the extent permitted by state law, is acceptable for all Directors and district employees, e.g., recognition pins, service awards, retirement mementos.

**SECTION 1.1 ENTERTAINMENT FROM VENDORS, CONTRACTORS, AND CONSULTANTS**

- (a) The acceptance of meals, travel, lodging and entertainment by vendors, contractors and consultants shall be reported on Form 730 filed annually by Directors and employees who are required to do so.

**SECTION 1.2 VENDOR, CONTRACTOR, CONSULTANT REPORT OF GIFTS**

- (a) By January 31st of each calendar year, all vendors, contractors and consultants of TCWD shall submit a summary of all gifts (including meals) made to, or on behalf of, employees or Directors of the District that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to the District may result in the termination of services of the vendor, contractor or consultant.

**SECTION 1.3 OUTSIDE CONSULTING/BUSINESS ACTIVITY BY DISTRICT EMPLOYEES AND DIRECTORS**

- (a) District employees and Directors are prohibited from entering into consulting agreements or conducting work for consideration with any vendor, landowner, or consulting firm currently under contract with the District. Any outside consulting to be performed by the General Manager must receive pre-approval by the Board of Directors. District employees shall follow the guidelines as established in the current Board approved Personnel and Salary Policy.
- (b) All other business associations with vendors, contractors, consultants and District landowners shall be subject to disclosure on the annual “Statement of Economic Interest” Form 730 filed annually by each Director and District employees who are required to do so.

## **SECTION 1.4 VENDOR, CONTRACTOR AND CONSULTANT EMPLOYMENT OF DEPENDENTS OF DISTRICT EMPLOYEES**

- (a) It is expressly forbidden for vendors, contractors and consultants of TCWD to employ dependents, as defined within the current Board approved Personnel and Salary Policy, of TCWD employees.
- (b) It is expressly forbidden for employees of TCWD to solicit jobs for immediate family or immediate relatives with vendors, contractors and consultants of TCWD.

## **SECTION 2.0 TRAVEL, EXPENSES WHILE TRAVELING**

The following limits and guidelines shall apply to identified expense categories and items. Exceptions to these limits and items may be authorized by the District's Board of Directors only. This policy, its categories, limits and items shall be reviewed and approved annually by the Board of Directors. Amendments and/or adjustments in dollar values specified shall be included in the review and supported by the appropriate findings. All District travel shall be for the express purpose of performing tasks related to District business.

### **SECTION 2.1 TRAVEL AUTHORIZATION**

All business travel shall be specified and justified by the appropriate supervisory personnel. The District Treasurer shall countersign all travel authorizations. All travel arrangements, including air transportation, hotel and rental car reservations, must be made through District-approved providers. The Administrative Assistant is designated as the person responsible for coordinating all travel arrangements. The Administrative Assistant will advise which carriers, travel agents, car rental company, etc. are to be used. Each provider has been instructed to secure air transportation and hotel accommodations at the lowest reasonable fares and rates. All reasonable attempts shall be made to take advantage of promotional air, hotel and ground transportation rates.

### **SECTION 2.3 AIR TRANSPORTATION**

- (a) Cost saving opportunities are enhanced by providing general departure and arrival times, rather than specifying certain carriers and flight numbers. Significant savings are realized by planning in advance. TCWD employees *and* Directors are expected to exercise good business judgment and planning to avoid last minute ticket purchases which are most costly. Providers are instructed to provide the least expensive airline alternative.
- (b) All domestic air travel must be coach (upgrades will be paid personally). Changes to previously approved travel arrangements, while en-route, should not be taken for personal convenience purposes if it increases the cost of the flight.

- (c) Personal travel included within the itinerary of a business trip, which include additional costs, will be paid by the employee or Director.

#### **SECTION 2.4 TICKETING PROCEDURES**

- (a) Directors and employees will hold off on receiving tickets until as late as practical due to the possibility of changes or cancellations in travel plans or scheduled meetings. Changes enroute, if necessary, should be made with the travel agency office during their normal operation hours.
- (b) Unused Tickets: In the event a trip is canceled or changed and the traveler is in the possession of unused tickets, he/she is responsible for returning them to the Administrative Assistant for return to the travel agent. A photocopy of returned tickets must be kept for the traveler's records. Unused airline tickets should never be attached to the expense report.
- (c) Canceled prepaid arrangements should be reported to the District immediately so they can obtain authority to process a refund.
- (d) Lost Tickets: Lost tickets must be reported immediately so that the District can process the appropriate lost ticket application.

#### **SECTION 2.5 LODGING**

- (a) The District has requested that its designated travel agent select moderately priced facilities in reasonable proximity to the office or location where the traveler's business is being performed. Receipts for lodging must accompany the report of expenses.
- (b) When corporate rates have been negotiated locally with specific hotel properties, these hotels must be used.
- (c) All hotel rooms will be guaranteed for late arrival. In this case, if the traveler does not show up, the District will be charged for the room. Therefore, it is mandatory for the traveler to notify the travel agent or the hotel, if their itinerary changes, and a room needs to be canceled. No lodging expenses in Orange County shall be reimbursed unless specifically approved by the Board of Directors.

#### **SECTION 2.6 AUTOMOBILE RENTAL**

- (a) Rental cars should be used only when less expensive transportation is not available. Approved District travel providers shall use their best efforts to secure the most cost effective rental rates on compact and mid-size vehicles. The cost of the rental will not be reimbursed for weekend or holiday travel unless the car is required and used for District business during this time.
- (b) Do not obtain additional insurance when renting cars. Employees are covered for car rentals by existing District insurance policies, as long as the rental is being made for business purposes.

- (c) Traveling personnel must use their best efforts to fill up with fuel before returning the rental as gasoline charges from rental companies are excessive. Non compliance must be explained on the expense report.
- (d) Fines for parking or speeding violations are not reimbursable.
- (e) In the event of any accident, a police report must be obtained. The employee or Director must notify the District by telephone immediately. If the accident occurs after normal business hours, the employee or Director shall notify the District at the beginning of the next work day. Follow the accident instructions listed in the rental car company's rental agreement/receipt.
- (f) Employees driving rental vehicles on District business are bound by the same rules prohibiting alcohol consumption during working hours. Driving a rental vehicle while under the influence of alcohol or drugs will result in immediate disciplinary action, up to and including termination.

### **SECTION 2.7 MEALS**

- (a) Actual costs of meals, plus associated tips are reimbursable. Receipts of all meals expenses must be submitted with the business purpose clearly stated. The reimbursable limit for all meals will not exceed \$50.00 per day, per Director or employee.
- (b) It is expressly stated that the District will not reimburse for alcoholic beverages consumed.
- (c) The daily meal limit is the amount that can be reimbursed. Any amount above prescribed limits will be the responsibility of the employee.

### **SECTION 2.8 PERSONAL EXPENSES**

- (a) Personal expenses are not authorized and are not reimbursable by the District. Personal expenses are defined as those expenses not essential to the conducting of District business. Examples of such items are personal entertainment (theaters, nightclubs, sporting events, golf games, haircuts, shoe shines, newspapers, magazines, tobacco, etc.).

### **SECTION 2.9 TELEPHONE EXPENSES**

- (a) TCWD business-related telephone calls will be reimbursed.

### **SECTION 2.10 LAUNDRY OR VALET SERVICE**

- (a) The reasonable actual costs of such services are allowable when the travel exceeds five business days. On shorter trips, laundry or valet service will be allowed only in unusual circumstances.

## **SECTION 2.11 TIPS**

- (a) Non-meal tips will be allowed if they are reasonable and directly related with the travel. Normal non-business standards are a good guide to reasonability; 12-15% is typical in most instances.

## **SECTION 2.12 ADDITIONAL NIGHTS STAY**

- (a) When the overall net cost savings to the District is the result of an employee or Director extending a business trip to utilize lower excursion rates for airfare, the employee or Director shall be reimbursed for additional expenses incurred due to the extension of the trip. The additional expenses eligible will be limited to the cost of an additional night's lodging and a reasonable allowance for one additional day(s) meal(s) as prescribed in Section 2.7.

## **SECTION 2.13 TRAVEL REPORTING PROCEDURES**

- (a) Travel Advances. Travel expense advances, not to exceed \$200.00, will be allowed upon pre-approval by the General Manager and the Treasurer.
- (b) Travel Authorization Request. Prior to any travel estimated to exceed \$50.00, travel expenses must be itemized on a Authorization Request, a photocopy of which is attached hereto. The Authorization Request will then be forwarded to the Accounting Department with appropriate approvals. Appropriate approvals are the signatures of the Director, employee, employee's supervisor and the Treasurer.
- (c) Travel Expense Reports. All travel expenses exceeding \$50.00 must be itemized on the standard Expense Report, a photocopy of which is attached hereto, and forwarded to the Accounting Department with appropriate approvals and receipts. Appropriate approvals are the signatures of the employee's supervisor and the Treasurer. All original receipts must be included with the exception of non-meal gratuity which may not exceed \$5.00 per day.
- (d) It is not intended that an employee or Director incur any financial loss while on District business nor is it intended that he/she realize a financial gain. If an employee or Director incurs expenses which do not appear to be covered under this policy but which are believed to be charges to the District, the employee or Director should submit these charges on an expense report with a full explanation and supporting receipts. The District will not be responsible for interest payments or late charges that occur on credit cards. It is the employee's and Director's personal responsibility to submit an expense report and make the payments in a timely manner, within 30 days. The District will in turn make every effort to reimburse properly documented and approved expenses in a timely manner.
- (e) The Accounting Department will reimburse approved Expense Reports within seven business days. Check signatories are not authorized to sign reimbursement checks to themselves.

## **SECTION 3.0 PERSONAL AUTOMOBILE USE CRITERIA**

- (a) An employee or Director who uses a personal vehicle for District business will be reimbursed for mileage at the rate allowable under the District's current Board approved Personnel and Salary Policy and consistent with the most current limit permitted by the Internal Revenue Service. Parking and toll charges will be reimbursed upon submission of receipts.
- (b) No additional allowance will be paid for passengers who travel with the employee or Director, even if they are on District business.
- (c) Damage to the employee's or Director's vehicle which occurs on District business is the responsibility of the employee or Director.
- (d) All employees who are to use their personal automobile for District use are responsible for carrying the required level of general liability coverage, as required by state law. No reimbursements shall be made unless this insurance criteria is in place. Proof of insurance is required and must be kept on file with the District.

#### **SECTION 4.0 FUELING OF VEHICLES**

- (a) All District vehicles shall be fueled at a service station(s) on a monthly account established by TCWD. Purchases charged at the service station(s) shall be limited to fuel and oil.
- (b) The District shall designate, in writing, those vehicles which may be fueled or for which oil may be purchased on the District account.
- (c) At the time of the purchase the employee shall provide the license plate number of the vehicle, the vehicle mileage at the time of purchase, show identification as a designated purchaser, and provide a signature.

#### **SECTION 5.0 USE OF DISTRICT VEHICLES**

- (a) The General Manager, Sanitation Superintendent and Water Superintendent shall be provided with a district vehicle, for business purposes only, to include driving to and from the workplace. The vehicles shall be maintained in proper operating order by the District.
- (b) Standby duty personnel shall have use of a District vehicle during standby duty. The use of the vehicle shall be strictly limited to business use. Any abuse of the limitation will result in the elimination of standby duty.

#### **SECTION 6.0 DISTRICT-ISSUED CREDIT CARDS**

- (a) District credit cards shall not be issued.

#### **SECTION 7.0 DISCIPLINARY ACTIONS FOR NON-COMPLIANCE**

- (a) Intentional non-compliance with the District's Code of Conduct and Expense Reimbursement Guidelines by District employees shall subject the employee to disciplinary actions commensurate with the code violation, up to and including termination. Inadvertent non-compliance will be taken under consideration by a review committee comprised of the Budget/Personnel Review Committee and the General Manager.
- (b) The Code of Conduct and Expense Reimbursement Guidelines shall be reviewed annually by the District's Board of Directors and amended when appropriate. Amendments shall require majority consent of the Board.

attachments(2)

**TRABUCO CANYON WATER DISTRICT  
CODE OF CONDUCT AND  
EXPENSE REIMBURSEMENT GUIDELINES  
BOARD APPROVED JANUARY 17, 1996**

**REVISION TO SECTION 5.0  
BOARD APPROVED JANUARY 21, 2004**

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**SECTION 5.0 VEHICLE ACCOUNTABILITY POLICY**

- (a) The General Manager shall be provided with a District vehicle, for business purposes only, to include driving to and from the workplace. Pursuant to the Internal Revenue Code, applicable taxes will be withheld on an annual basis, as required. The vehicles shall be maintained in proper operating order by the District.
- (b) The Assistant General Manager shall be provided with a District-owned or leased vehicle, for business purposes only, to include driving to and from the workplace. Pursuant to the Internal Revenue Code, applicable taxes will be withheld on an annual basis, as required. The vehicle shall be maintained in proper operating order by the District.
- (c) At the discretion of the General Manager, the Wastewater System Chief Operator, Water System Chief Operator and Chief Mechanical Technologist may be provided with a District-owned or leased vehicle, for business purposes only, to include driving to and from the workplace. Pursuant to the Internal Revenue Code, applicable taxes will be withheld on an annual basis, as required. The vehicles shall be maintained in proper operating order by the District.
- (d) Standby duty personnel shall have use of a District vehicle during standby duty. The use of the vehicle shall be strictly limited to business use. Any abuse of the limitation will result in the elimination of standby duty. Pursuant to the Internal Revenue Code, no taxes will be withheld for standby duty personnel

**TRABUCO CANYON WATER DISTRICT  
CODE OF CONDUCT AND  
EXPENSE REIMBURSEMENT GUIDELINES  
REVISION TO SECTION 5.0  
BOARD APPROVED JANUARY 21, 2004**

---

I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THE REVISION TO THE TRABUCO CANYON WATER DISTRICT CODE OF CONDUCT AND EXPENSE REIMBURSEMENT GUIDELINES AS STATED HEREIN:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(TCWD Position/Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

cc: Employee Personnel File



Less Amount Advanced:

Room Deposit ..... ( \_\_\_\_\_ )

Cash Advance .... ( \_\_\_\_\_ )

Balance Due To:

Individual .....( \_\_\_\_\_ )

TCWD .....( \_\_\_\_\_ )

Amount Paid \_\_\_\_\_

Date Paid \_\_\_\_\_

Received by \_\_\_\_\_

# TRABUCO CANYON WATER DISTRICT ETHICS POLICY BOARD APPROVED MAY 19, 2022

The purpose of this Ethics Policy is to ensure that all Trabuco Canyon Water District (**District**) directors and employees (together, "Personnel") comply with all applicable statutory and administrative requirements pertaining to their actions, duties and responsibilities on behalf of or in relation to the District. These matters include, but are not limited to, "conflicts of interests," "potential conflicts of interest," "incompatible offices" and other activities which might reflect adversely on the District or District Personnel.

District Personnel shall conduct themselves in a manner so as not to give rise to improprieties or situations inconsistent with this Policy. Procedures, policies and records shall be established and maintained to verify that the Policy has been adhered to by all District Personnel. District Personnel shall recognize that this Policy and applicable laws are concerned with not only actual conflict or wrongdoing but the potential or appearance of conflict. District Personnel shall not use the prestige or influence of their positions for personal gain or advantage.

Unless otherwise expressly defined, the terms used in this Policy shall have the same meanings as in the Political Reform Act (Title 9 of the California Government Code) and the regulations issued by the Fair Political Practices Commission (FPPC) pursuant to the Political Reform Act.

## SECTION 1. EMPLOYEE RESPONSIBILITY.

**SECTION 1.1. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** All District Personnel shall comply with all applicable provisions of the Political Reform Act, the FPPC Regulations issued under the Political Reform Act, Section 1090 et seq. of the California Government Code (prohibitions on self-interest in contracts), and all other laws and regulations pertaining to conflicts of interest and incompatible public offices. These include, but are not limited, to the following requirements:

- (a) **Reporting** of economic interests required annually, and upon assuming office and leaving office, by employees who are "Designated Persons" (as defined in the District's Conflict of Interest Code, Attachment A-1) on FPPC Form 700;
- (b) Compliance with **prohibitions on acceptance of gifts and honoraria** above the dollar limit per source set pursuant to state law;
- (c) **Disqualification** from participation in District decisions in which the employee knows or has reason to know the employee has a financial interest.

**SECTION 1.2. GIFTS TO THE DISTRICT.** Unless a gift qualifies as a gift to the District under this section, it will be treated as a gift to the director or employee. A gift of passes or tickets (not including travel or lodging) may be considered a gift to the District and not to an individual director or employee only under the following circumstances:

- (a) The General Manager receives and distributes the tickets or passes to employees, spouses and immediate families, and the donor does not earmark them for any specific employee(s), and the General Manager retains a record of the terms under which the tickets or passes were accepted by the District and the terms under which they were distributed and to whom they were distributed; or
- (b) The tickets or passes are distributed in accordance with the written policy adopted by the District setting forth the District purpose in distributing passes and tickets and prohibiting

the subsequent transfer except to the official's immediate family for their personal use (see Attachment B-1).

A payment (a gift other than passes or tickets, including a monetary payment, loan, gift, and a payment for or provision of goods or services, as long as it is not in excess of an applicable District reimbursement rate for travel, meals, lodging or other expenses) may be considered a gift to the District and not to an individual employee only under the circumstances allowed in the FPPC regulations. These include the following: the General Manager or his/her designee receives and controls the payment, the payment is used only for official District business, the General Manager determines which employee(s) shall use the payment, the donor does not earmark them for any specific employee(s), and a record of all of the foregoing is filed and maintained with the District Secretary within 30 days of receipt of the payment and is posted by the District Secretary on the District's website. A payment to the District cannot include travel expenses for an elected official or any official who manages public investments (these officials are designated by the District in the District's Conflict of Interest Code), or any travel that the General Manager or his/her designee has not preapproved in writing before the date of the trip.

All gifts to the District must be submitted with either the "Gift of Tickets or Passes to Trabuco Canyon Water District" or "Gift to Trabuco Canyon Water District (Other Than Tickets or Passes)" form to the General Manager's Office for approval and distribution. These forms can be obtained from the District Secretary and must be approved by the General Manager or his/her designee.

**SECTION 1.3. ENTERTAINING.** District Personnel who, for District business purposes, must dine and/or entertain vendors, contractors or consultants, shall do so at their own expense. Reimbursement of such expenses shall be subject to approval and shall be limited by the District's policy with respect to allowance of expenses. [Trabuco Canyon Water District Expense Reimbursement Policy, as approved by the Board on \_\_\_\_\_, and as may be amended from time to time]

**SECTION 1.4. OUTSIDE CONSULTING, BUSINESS ACTIVITY OR EMPLOYMENT.** All outside business, enterprise, consulting work or employment by District employees must be preapproved by the General Manager or, in the case of the General Manager, by the President of the Board of Directors.

District Personnel shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible or in conflict with their duties as District employees or with the duties, functions, or responsibilities of the District.

District employees are prohibited from performing consulting work for or providing any other services or goods to any persons or firms doing business with the District. District employees shall not perform any business, enterprise, work, service, or counsel outside of their District employment where any part of their efforts will be subject to approval by any other officer, employee or board of the District, unless otherwise approved in the manner prescribed by this Policy.

An employee's outside employment, activity, business or enterprise may be prohibited if it:

- (a) Involves the use for private gain or advantage of his or her District time, facilities, equipment and supplies; or the badge, uniform, prestige, or influence of his or her District office or employment;

- (b) Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his or her District employment or as a part of his or her duties as a District employee;
- (c) Involves the performance of an act in other than his or her capacity as a District employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other District employee or the District; or
- (d) Involves efforts or time demands as would render performance of his or her duties as a District employee less efficient. The General Manager (or the President, in the case of the General Manager) will notify the employee whether any outside employment, consulting work, activity, business or enterprise is approved or disapproved. Appeal from such determination may be made to the Board of Directors.

Nothing in this Section shall relieve employees from the requirement to report and other requirements applicable to outside employment, consulting work, activity, business or enterprise under Section 1.1 of this Policy and FPPC regulations.

**SECTION 1.5. PROHIBITED ACTIVITIES RELATING TO CAMPAIGNS.** District Personnel may not use, or permit others to use, District resources for a campaign activity, or personal or other purposes which are not authorized by law (Gov. Code § 8314). California law prohibits the expenditure of public funds or the use of a public office to campaign for or against candidates for public office or any other election issue.

**SECTION 1.6. USE OF DISTRICT VEHICLES.** District vehicles are used for the express purpose to conduct District business, and any other use is expressly prohibited. Only employees with a valid California Driver's License that have been put on the District's insurance may operate District vehicles. Employees using District vehicles must comply with the following:

- (a) Employees whose jobs require regular driving for business as an essential job function must, as a condition of employment, be able to meet the driver approval standards of this policy at all times.
- (b) Employees who need transportation in the course of their normal work may be assigned a District vehicle for their use. All other employees needing transportation for District business may use vehicles assigned to their department or those drawn from the motor pool. As a last alternative, when no District vehicles are available, employees may use their own vehicles for business purposes with prior approval of their supervisor.
- (c) Employees who use their personal vehicles for approved District purposes will receive a mileage allowance equal to the IRS optional mileage allowance for such usage. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance.
- (d) Employees who drive a vehicle for District business must exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on District business is strictly prohibited. Employees are responsible for any driving infractions or fines as a result of their driving.
- (e) Employees are not permitted, under any circumstances, to operate a District vehicle or a personal vehicle for District business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any District vehicle at any time or operate any personal vehicle while on District business while using or consuming alcohol, illegal drugs, or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the

- employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication, or intoxication.
- (f) Non-employees and non-District passengers (e.g., family and friends) are prohibited from riding in District vehicles.
  - (g) Employees must report any accident, theft, or malicious damage involving a District vehicle to their supervisor and Human Resources, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 24 hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident and should respond to investigating officers' questions consistent with risk management training.

**SECTION 2. DISCIPLINARY ACTIONS FOR NON-COMPLIANCE.** Non-compliance with this Policy shall subject the employee to disciplinary actions commensurate with the violation, up to and including termination.

**SECTION 3. ADMINISTRATION.** The District Secretary shall be responsible for administration of this Policy, under the direction of the Board of Directors and the General Manager.

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**ATTACHMENT A-1:  
DESIGNATED PERSONS FOR DISCLOSURE PURPOSES  
PURSUANT TO CONFLICT OF INTEREST CODE**

[Insert from COI code]

DRAFT

**ATTACHMENT A-2:  
ECONOMIC INTERESTS THAT MUST BE REPORTED  
PURSUANT TO CONFLICT OF INTEREST CODE**

[Insert from COI code]

DRAFT

**ATTACHMENT B-1:  
POLICY FOR DISTRIBUTION OF TICKETS OR PASSES IN ACCORDANCE  
WITH FAIR POLITICAL PRACTICES COMMISSION (FPPC)  
REGULATION 18944.1 OF TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS**

**1. PURPOSE**

This Policy for Distribution of Tickets or Passes (**Policy**) ensures that tickets provided to and distributed by the Trabuco Canyon Water District (**District**) are in furtherance of a governmental and/or public purpose as required under Regulation 18944.1 and this Policy. This Policy also ensures that tickets distributed by the District under Regulation 18944.1 and this Policy are disclosed on FPPC Form 802 (see Attachment B-2) and posted to the District's website within 45 days of distribution as required by Regulation 18944.1.

**2. DEFINITIONS**

Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Section 81000 et seq., as the same may from time to time be amended) and the FPPC Regulations (Title 2, Division 6 of the California Code of Regulation, Section 18110 et seq., as the same may from time to time be amended).

- a. "TCWD" or "District" shall mean and include the Trabuco Canyon Water District and any other affiliated agency created or activated by the District, and any departments, boards, and commissions thereof.
- b. "District Official" shall mean and refer to every member, officer, employee, or consultant of the Trabuco Canyon Water District, as defined by Government Code Section 82048 and FPPC Regulation 18701. Such terms shall include, without limitation, any District board or committee member or other appointed official or employee required to file an annual Statement of Economic Interest (FPPC Form 700).
- c. "Immediate family" shall mean and refer to spouse and dependent children.
- d. "Policy" shall mean and refer to this Policy for Distribution of Tickets or Passes.
- e. "Ticket" shall mean and refer to a "ticket or pass" for admission privilege to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

**3. APPLICATION OF POLICY**

- a. This Policy applies to tickets that provide admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose and are either:
  - i. Gratuitously provided to the District by an outside source;
  - ii. Acquired by the District by purchase;
  - iii. Acquired by the District as consideration pursuant to the terms of a contract for the use of a District venue; or
  - iv. Acquired and distributed by the District in any other manner.
- b. This Policy shall only apply to the District's distribution of tickets to, or at the behest of, a District Official. This Policy does not apply to other items of value provided to the District or any District Official, regardless of whether received gratuitously or for which consideration is provided. This includes food, beverage, or a gift provided to a District Official at an event that is not included in the fair market value of the ticket.

#### **4. GENERAL PROVISIONS**

- a. The use of tickets is a privilege extended by the District and not the right of any person to which the privilege may from time to time be extended.
- b. Tickets distributed to a District Official pursuant to this Policy shall not be transferred to any other person except to members of such District Official's immediate family or no more than one guest solely for their attendance at the event.
- c. No person who receives a ticket pursuant to this Policy shall sell or receive reimbursement for the value of the ticket.
- d. No ticket gratuitously provided to the District by an outside source and distributed by the District to, or at the behest of, a District Official pursuant to this Policy shall be earmarked by the original source for provision to a particular District Official.
- e. Tickets or passes may not be disproportionately used by a member of the Board of Directors, a chief administrative officer, political appointee, or department head of the District.

#### **5. TICKET ADMINISTRATOR**

- a. The General Manager or his/her designee shall be the ticket administrator for purposes of implementing the provisions of this Policy.
- b. The General Manager or his/her designee shall have the authority, in his or her discretion, to establish procedures for the purchase and/or distribution of tickets in accordance with this Policy. All requests for tickets that fall within the scope of this Policy shall be made in accordance with the procedures established by the General Manager or his/her designee.
- c. The General Manager or his/her designee shall determine the face value of tickets distributed by the District for the purposes of Sections 6.a., 6.b., and 8.d.1. of this Policy.
- d. The General Manager or his/her designee, in his or her discretion, may revoke or suspend the ticket privileges of any person who violates any provision of this Policy.

#### **6. CONDITIONS UNDER WHICH TICKETS MAY BE PURCHASED AND/OR DISTRIBUTED**

Subject to the provisions of this Policy, complimentary tickets may be distributed to District Officials under the following conditions:

- a. The District Official reimburses the District for the face value of the ticket(s).
  - i. Reimbursement must be made within 30 days of receipt of the ticket(s).
  - ii. The General Manager or his/her designee shall, in his or her discretion, determine which event tickets, if any, shall be available under this section.
  - iii. Ticket(s) that are reimbursed by the District Official within 30 days of receipt of the ticket(s) are not subject to the disclosure requirements under Section 8.
- b. The District Official treats the ticket(s) as income consistent with applicable federal and state income tax laws.
  - i. Ticket(s) that are received as income by the District Official are not subject to the disclosure requirements under Section 8.
- c. The District Official uses, or behests, such ticket(s) for one or more of the following governmental and/or public purposes:
  - i. Facilitating the attendance of a District Official at an event where the job duties of the District Official require his or her attendance at the event.
  - ii. Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
  - iii. Promotion of District resources and/or facilities available to the public.
  - iv. Promotion of District-run, sponsored, or supported community programs or events.
  - v. Promoting, supporting, and/or showing appreciation for programs or services rendered by charitable and non-profit organization benefiting District customers.

- vi. Promotion of business or economic activity, development, and/or redevelopment within the District's service area.
- vii. Exchange programs with foreign officials and dignitaries.
- viii. Promotion of District recognition, visibility, and/or profile on a local, state, national, or international level.
- ix. Promotion of open government by District Official appearances, participation, and/or availability at business and/or community events.
- x. Increasing public exposure to, and awareness of, the various educational venues and facilities available to the public through the District.
- xi. Attracting or rewarding volunteer service.
- xii. Encouraging or rewarding significant academic, athletic, or public service achievements by students, residents, or businesses within the District service area.
- xiii. Attracting and retaining highly qualified employees in District service; recognizing or rewarding meritorious service by a District employee; and/or promoting enhanced District employee performance or morale.
- xiv. Recognizing contributions made to the District by former District Board Members, District Employees, or other District Officials.

## **7. TICKETS DISTRIBUTED AT THE BEHEST OF A DISTRICT OFFICIALS**

- a. Only the following District Officials shall have the authority to behest tickets: (1) Elected or Appointed Board of Directors Members and (2) the General Manager or his/her designee.
- b. Tickets shall be distributed at the behest of a District Official only for one or more public purposes set forth in Section 6.c.

## **8. DISCLOSURE REQUIREMENTS**

- a. This Policy shall be posted on the District website in a prominent manner within 30 days of adoption or amendment of the Policy.
- b. Tickets provided to District Officials as part of their official duties, or tickets provided so that the District Official may perform a ceremonial role or function on behalf of the District, are not to be subject to this Policy and are exempt from any disclosure requirements under Section 8. A ceremonial role or function includes, but is not limited to, making a speech, participating in a panel or seminar, presenting an award or proclamation, or cutting a ribbon.
- c. Tickets distributed by the District for which the District receives reimbursement from the District Official as provided under Section 6.a. shall not be subject to the disclosure provisions of this Section 8.
- d. Tickets distributed by the District to any District Official for which the District Official treats as income as provided under Section 6.b. shall not be subject to the disclosure provisions of this Section 8.
- e. Tickets distributed by the District to any District Official for one or more public purposes described in section 6.c. shall be disclosed on Form 802 (see Attachment B-2) provided by the FPPC in a prominent fashion on the District's website within 45 days after distribution. Such posting shall include the following information:
  - i. The name of the recipient, except that if the recipient is an organization, the District may post the name, address, description of the organization, and number of tickets provided to the organization in lieu of posting the names of each recipient;
  - ii. A description of the event;
  - iii. The date of the event;
  - iv. The face value of the ticket;
  - v. The number of tickets provided to each person;
  - vi. If the ticket is distributed at the behest of a District Official, the name of the District Official who made such behest;

- vii. If the ticket was transferred to a person under Section 4.b., the relationship of the transferee;
- viii. If received for the oversight or inspection of facilities, a written inspection report of findings and recommendations by the District Official receiving the ticket or pass; and
- ix. A description of the public purpose(s) under which the distribution was made.

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**ATTACHMENT B-2:  
FAIR POLITICAL PRACTICES COMMISSION (FPPC) FORM 802**

[INCLUDE FORM 802]

<https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Agency%20Reports/Form-802.pdf>

DRAFT

**ACTION CALENDAR**

**ENGINEERING MATTERS**

**ITEM 7: DISCUSSION AND POSSIBLE ACTION(S) CONCERNING GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS**

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Trabuco Canyon Water District (District) owns and operates the Golf Club Sewer Lift Station (SLS) in the Dove Canyon community adjacent to the golf club driving range. This station receives wastewater flows from majority of the community by way of Bell Canyon and Barneburg Sewer Lift Stations and gravity sewer flows, and then conveys the wastewater to the Robinson Ranch Wastewater Treatment Plant via a sewer force main on Hillrise. The station was constructed in the early 1990s and has undergone minor improvements since that time, but there are a series of critical repairs and improvements that Wastewater Operations and Maintenance Department (O/M) staff have identified for the station (Exhibit 1).

**1. Sewer Force Main Isolation Valve**

In March 2021, the District contracted with Ferreira Construction and Koppel for the installation of an in-line isolation valve on the force main to allow for O/M staff to replace plug valves and check valves in the Station Dry Pit. *This work is complete.*

**2. Station Bypass Valve Assembly and Repair to Existing Surge Tank**

In December 2021, District staff contracted with Ferreira construction and DB Sales to install a bypass valve assembly and repair the existing surge tank. The sewer bypass valve assembly is typical for most sewer pump stations to allow for both emergency and long-term repairs and improvements. *This work is complete.*

**3. Electrical System Improvements-Motor Control Center (MCC) Panel**

Some of the components in the MCC Panel have been replaced due to failure, but there were many other system components that have reached the end of life. In March 2022, District staff began work with Hydrotech Electrical for the replacement of the MCC. *This work is complete.*

**4. Surge Tank Relocation/Replacement**

The existing tank is in poor condition, difficult to maintain and has reached the end of its service life. Engineering is working with O/M to replace the tank, relocate it outside in front of the building at the new bypass assembly and construct a permanent fence and gate around the front of the station. *This design is in progress.*

**5. Wet Well Improvements**

The following items in the wet well require repair and/or replacement: pump guide rails, discharge elbows and piping replacing into the drypit on one stage, wet well coating, and wet well lid. *Procuring design proposal.*

**6. Dry Pit Improvements**

O/M staff have identified isolation valves, piping and appurtenances needing repair and/or replacement in the station. *Procuring design proposal.*

The station is designed with two two-stage pump systems; two Wilo pumps in the wet well (First Stage) and two Cornell pumps in the dry pit (Second Stage). In August/September 2021, both first stage pumps failed, and the station is currently utilizing a spare back-up submersible pump, along with a series of rental equipment for redundancy. District staff coordinated with Evans Hydro Inc. for the inspection of the two pumps, and it has been determined that one of the two pumps can be repaired/rebuilt. Evans Hydro has provided a quote for in-kind replacement pumps for staff consideration.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

District staff reviewed this matter with the Engineering/Operational Committee on April 6, 2022 and requested approval and subsequent Board ratification of the purchase of two new Wilo pumps for approximately \$56K. After careful consideration of the facility design and pump configuration, District Staff procured quotes from Xylem (Flygt) and Tekdraulics (Cornell) which included heavy duty discharge elbows, engineered guide rail systems and pumps that better serve the system demands with a longer service life. The following table summarizes their quotes:

<b>PUMP QUOTES</b>	
<b>Company</b>	<b>Quote</b>
Tekdraulics	\$193,286.39
Xylem	\$196,238.97

District staff prefers the Cornell pumps for the following reasons:

1. Matching pump configuration – all pumps would be Cornell pumps.
2. The pumps are engineered and designed to meet the unique system demands (high-head pressure)
3. Cornell pumps are made in the USA (Portland, OR) which allows for increased reliability for the available replacement parts, and possible expedited fulfillment period.

District staff recommends the purchase of the three Cornell pumps and two guide rail systems/discharge elbows quoted by Tekdraulics for a total amount of \$193,286.39. More information may be presented at the time of the meeting.

**FUNDING SOURCE:**

Capital Improvement Program

**FISCAL IMPACT (PROJECT BUDGET):**

Tekdraulics Proposal: \$193,286.39  
Total project related expense to date: \$580,000.00

**COMMITTEE STATUS:**

This matter was reviewed with the Engineering/Operational and Finance/Audit Committee.

**ENVIRONMENTAL COMPLIANCE:**

Notice of Exemption was filed with the County of Orange on November 1, 2021.

**RECOMMENDED ACTION:**

*Approve and ratify the purchase of three (3) replacement pumps, two (2) guide rail systems and two (2) discharge elbows from Tekdraulics for Golf Club Sewer Lift Station in the amount of \$193,286.39.*

**EXHIBIT(S):**

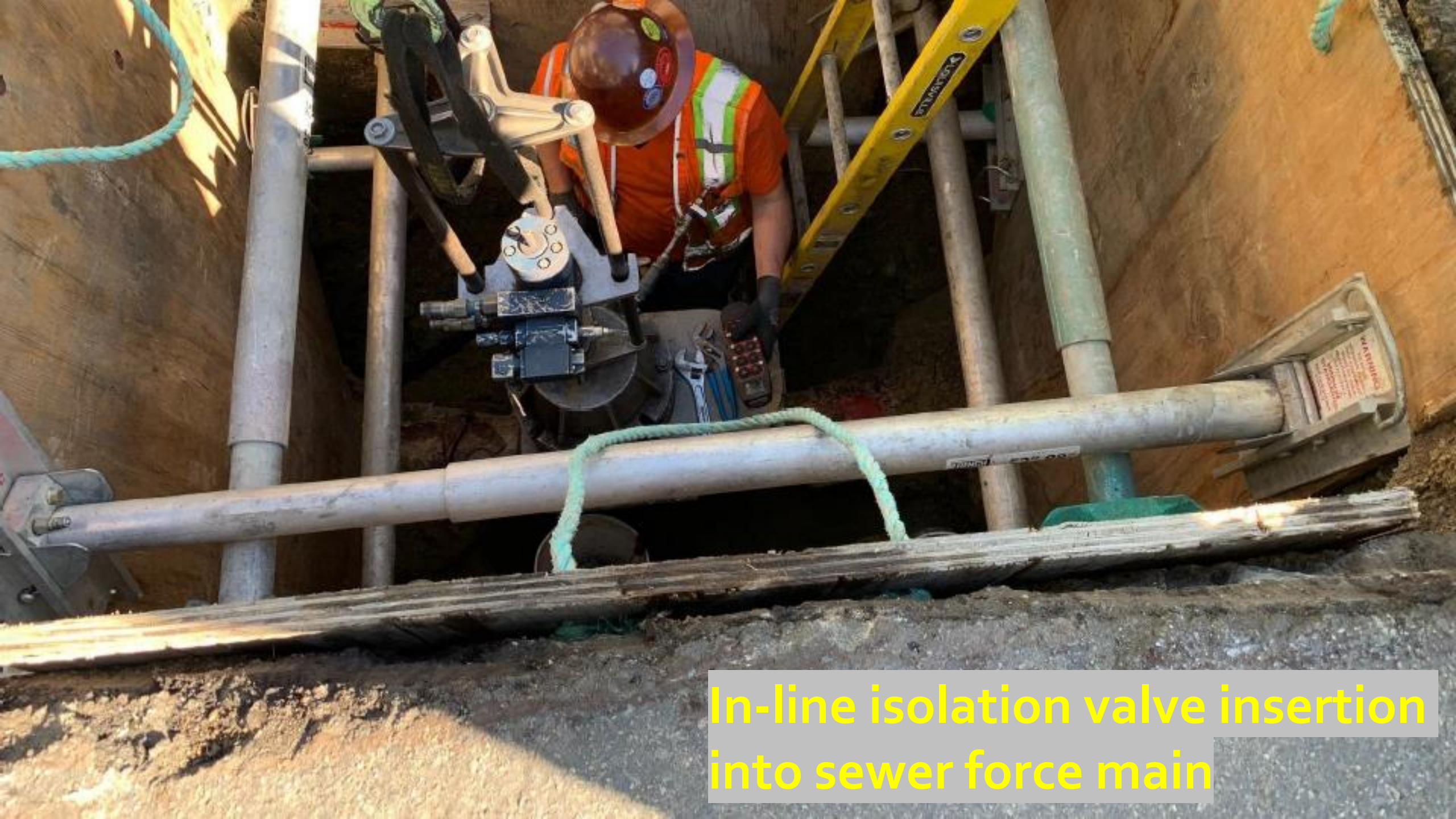
1. Project Photos
2. Pump Quotes

**CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN**

# GOLF CLUB SEWER LIFT STATION REPAIRS & IMPROVEMENTS

Trabuco Canyon Water District  
Regular Board Meeting  
5/19/2022





In-line isolation valve insertion into sewer force main

# Dry Pit Surge Tank Welding Repair





Force Main Bypass Valve / Tee





Previous Motor Control Center



**New Motor Control Center**

# Dry Pit, Piping, and Valves



Wet Well





**Xylem Water Solutions USA, Inc.  
Flygt Products**

April 25, 2022

ALL BIDDING CONTRACTORS

Quote # 2022-LAB-0215

Project Name: Trabuco Canyon Golf

11161 Harrel Street  
Mira Loma, CA 91752  
Tel (951) 332-3668  
Fax (951) 332-3679

**Pumps and Accessories**

Qty	Part Number	Description
3	3202.095-0056	Duty Point 600GPM @ 185TDH Pit depth 29' Flygt Model NP-3202.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1750 RPM motor, 466 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-DAY
3	EPO	Epoxy Coating - Internal and External
2	540 13 05	CONNECTION,DISCH 4X4" CI
2	HiltiEpoxy	Epoxy, Anchor x 5 pcs
1	HILTI3/4x10	Hilti Anchor 3/4x10 316SS, 10 p
4	255 47 01	SLEEVE,NBR
2	14-58 91 06	HOOK,SAFETY ASSEMBLY SS
2	14-59 00 00	KIT,HARDWARE 3/8IN SS (2X)
60	14-48 71 18	CHAIN 1/2" 316SS SWL7350#
2	14-58 72 10	KIT,CHAIN FITTING 316SS+ FLYGT SWL 2500#
2	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC
2	40-50 10 98	MINI-CASII 120V
2	661 54 01	BRACKET,GUIDE BAR U. 3" 316SS
120	14-49 01 01	TS3163 FEET 3"GUIDE RAIL 316SS
4	14-58 44 84	BRACKET,INT GB 3 X 6" 316SS+ FOR CI/DI PIPE 3231 6" Ductile Iron discharge pipe is assumed. Int bracket every 10'. Intermediate guide bar brackets may require field modifications depending on piping configuration

**Pumps and Accessories Price USD \$ 168,745.09**

**Pump Factory Testing**

Qty	Part Number	Description
3	14-69 95 14	TEST FAL 2.2 PLOTTED 3170-3301 FAL 15-900006
3	14-69 95 84	TEST FAL 2.9 DIALECT 3170-3301 FAL 15-900016

**Pump Factory Testing Price USD \$ 1,430.88**

**Total Price \$ 170,175.97**

**Tax 7.5% (freight and start up not taxed) \$12,651.00**

**Air Freight Charge \$ 13,502.00**

**Total Price \$ 196,238.97**



## Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.

**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Terms of Delivery:** PP/Add Order Position

**Terms of Payment:** 90% N30 after invoice date; 10% NTE 90 days after initial invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

**Validity:** This Quote is valid for thirty (30) days.

Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).

This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

**Schedule:** Submittals will be supplied 1 weeks after order acceptance.

**Schedule:** Delivery lead times after receipt of submittal approval and order acceptance.  
13-15 weeks via air freight

**COVID 19:** Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

**Start Up:** One (1) day Start Up / Owner Training is included.

**Warranty:** Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.

**Changes:** This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

**Exclusions:** This Quote includes only the items listed specified above.

Sincerely,



Alan Dahlqvist  
Direct Sales Representative  
Cell: 951/553-1493  
alan.dahlqvist@xylem.com

Quote Number: 1431-1

Quote Date: Apr 15, 2022

Page: 1

800 South El Camino Real  
 Suite 202  
 San Clemente, CA 92672  
 Voice: 949-680-4800  
 Fax: 949-680-4802

**Quoted To:**

Trabuco Canyon Water District  
 Attention:  
 32003 Dove Canyon Drive  
 Trabuco Canyon, CA 92679

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
TCWD	5/15/22	Net 30 Days	

Quantity	Description	Unit Price	Amount
3.00	Trabuco Canyon GOLF LS Stage 1 Pump Replacement- CORNELL 4414T SUBmersible Pumps on Guide Rails Design Point 1: 600 GPM @ 185' TDH Cornell 4414T-SUB-60-4 60 HP Submersible Pump, 460v/3ph/60cy with RELIANCE Motor (1 Spare unit)	46,988.00	140,964.00
3.00	Optional NW Factory Pump Performance Testing, HI LEVEL 1B, Vibration test, Hydro Test ( Can add two weeks to delivery)	2,620.00	7,860.00
2.00	4" HEAVY DUTY Auto Coupling discharge elbow/complete guide rail system for 29' setting	13,985.00	27,970.00
	Same 4414T Model and design conditions as Stage 2 Dry Pit Pumps, but submersible Standard all iron materials of construction *420 SS heat treated wear rings Vertical close coupled configuration 60 HP/1800 RPM/460/3/60/Reliance submersible motor *with 50 feet of power and control cable *per Cornell's submersible motor spec Scotchkote 134 Fusion Bonded Epoxy coating *on the interior and the exterior of the pump end, and discharge elbow, autocoupling Approx. 990 lbs. each, shipping weight Approx. 20 to 22 weeks to ship, after receipt of order (currently)		

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
<b>TOTAL</b>	<b>Continued</b>

Quote Number: 1431-1

Quote Date: Apr 15, 2022

Page: 2

800 South El Camino Real  
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 Voice: 949-680-4800  
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**Quoted To:**

Trabuco Canyon Water District  
 Attention:  
 32003 Dove Canyon Drive  
 Trabuco Canyon, CA 92679

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
TCWD	5/15/22	Net 30 Days	

Quantity	Description	Unit Price	Amount
	60 HP, 1800 RPM, 3/60/460 Submersible Motor 1.15 Service Factor NC Thermostats Moisture Sensors - Epoxy finish coat 50' Power and Control Cables Includes Pump Monitor Relay  OPTIONAL- HI Level 1B Performance Test and Report Quote does not include spare parts, shipping, or anything else not specifically listed above.  HEAVY DUTY GUIDE Rail system includes 2" 316 SS sched 40 guide rails for 29' setting (two guide rails per pump), 304SS upper guide & intermediate guide brackets, 3' SS lifting chain sling, Nylon wrapped SS lifting cable. 4"x4" Heavy Duty Discharge elbow and autocoupling guide claw is coated with SK134 Fusion bonded epoxy. 1 spare guide rail claw adapter and SS Lifting sling to be provided for spare pump.  Delivery is estimated 20-22 weeks from acceptance of PO/submittal. Special Pricing for three pumps. Freight costs are estimated for 3 ea. pumps, with 2 each complete		

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
<b>TOTAL</b>	<b>Continued</b>

# QUOTATION

Quote Number: 1431-1

Quote Date: Apr 15, 2022

Page: 3

800 South El Camino Real  
 Suite 202  
 San Clemente, CA 92672  
 Voice: 949-680-4800  
 Fax: 949-680-4802

**Quoted To:**

Trabuco Canyon Water District  
 Attention:  
 32003 Dove Canyon Drive  
 Trabuco Canyon, CA 92679

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
TCWD	5/15/22	Net 30 Days	

Quantity	Description	Unit Price	Amount
	guide rail assemblies.		

Subtotal	176,794.00
Sales Tax	13,092.39
Freight	3,400.00
<b>TOTAL</b>	<b>193,286.39</b>

Pump Data Sheet - Cornell

Company: TEKDRAULICS  
 Name: Golf LS Sub  
 Date: 04/01/2022



Pump:			
Size:	4414T	<u>Dimensions:</u>	
Type:	Encl Solids Handling	Suction:	4 in
Synch Speed:	1800 rpm	Discharge:	4 in
Dia:	13.3125 in		
Curve:	4414T18		

Fluid:			
Name:	Water		
SG:	1	Vapor Pressure:	0.256 psi a
Density:	62.4 lb/ft <sup>3</sup>	Atm Pressure:	14.7 psi a
Viscosity:	1.1 cP		
Temperature:	60 °F	Margin Ratio:	1

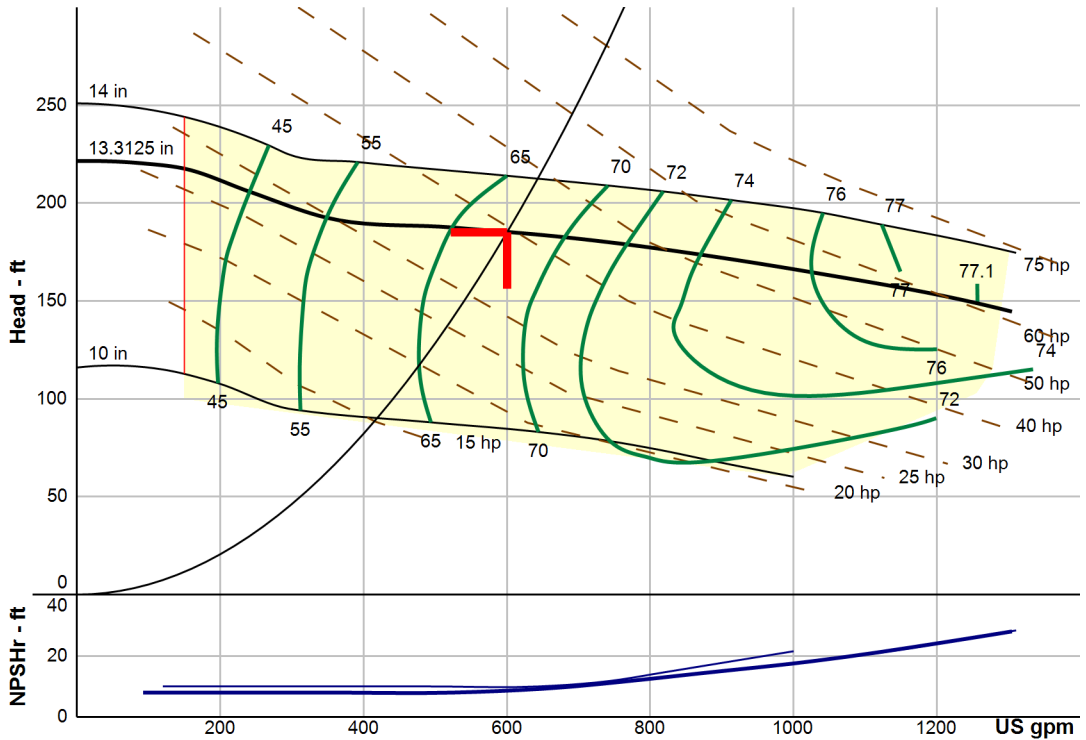
Search Criteria:			
Flow:	600 US gpm	Near Miss:	---
Head:	185 ft	Static Head:	0 ft

Pump Limits:			
Temperature:	250 °F	Sphere Size:	3 in
Wkg Pressure:	150 psi g		

Motor:			
Standard:	NEMA	Size:	75 hp
Enclosure:	TEFC	Speed:	1800 rpm
Frame:	365T		
Sizing Criteria:	Max Power on Design Curve		

**Pump Selection Warnings:**  
 None

--- Duty Point ---	
Flow:	600 US gpm
Head:	185 ft
Eff:	67.4%
Power:	41.4 hp
NPSHr:	8.85 ft
Speed:	1760 rpm
--- Design Curve ---	
Shutoff Head:	221 ft
Shutoff dP:	95.9 psi
Min Flow:	150 US gpm
BEP:	77.1% @ 1257 US gpm
NOL Power:	62 hp @ 1305 US gpm
--- Max Curve ---	
Max Power:	73.9 hp @ 1310 US gpm



Min flow line represents the absolute lowest flow pump can operate. Consult with factory if operating below 50% of BEP flow

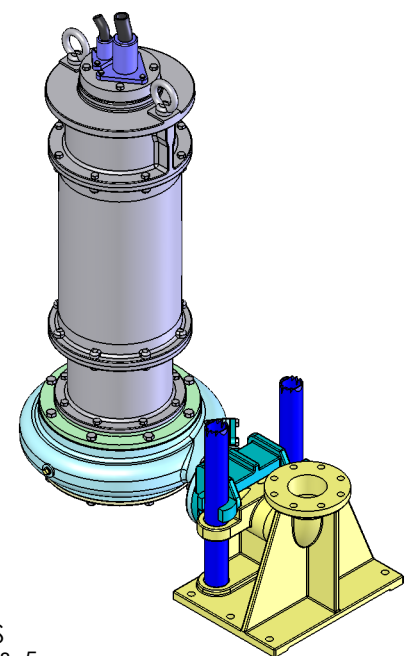
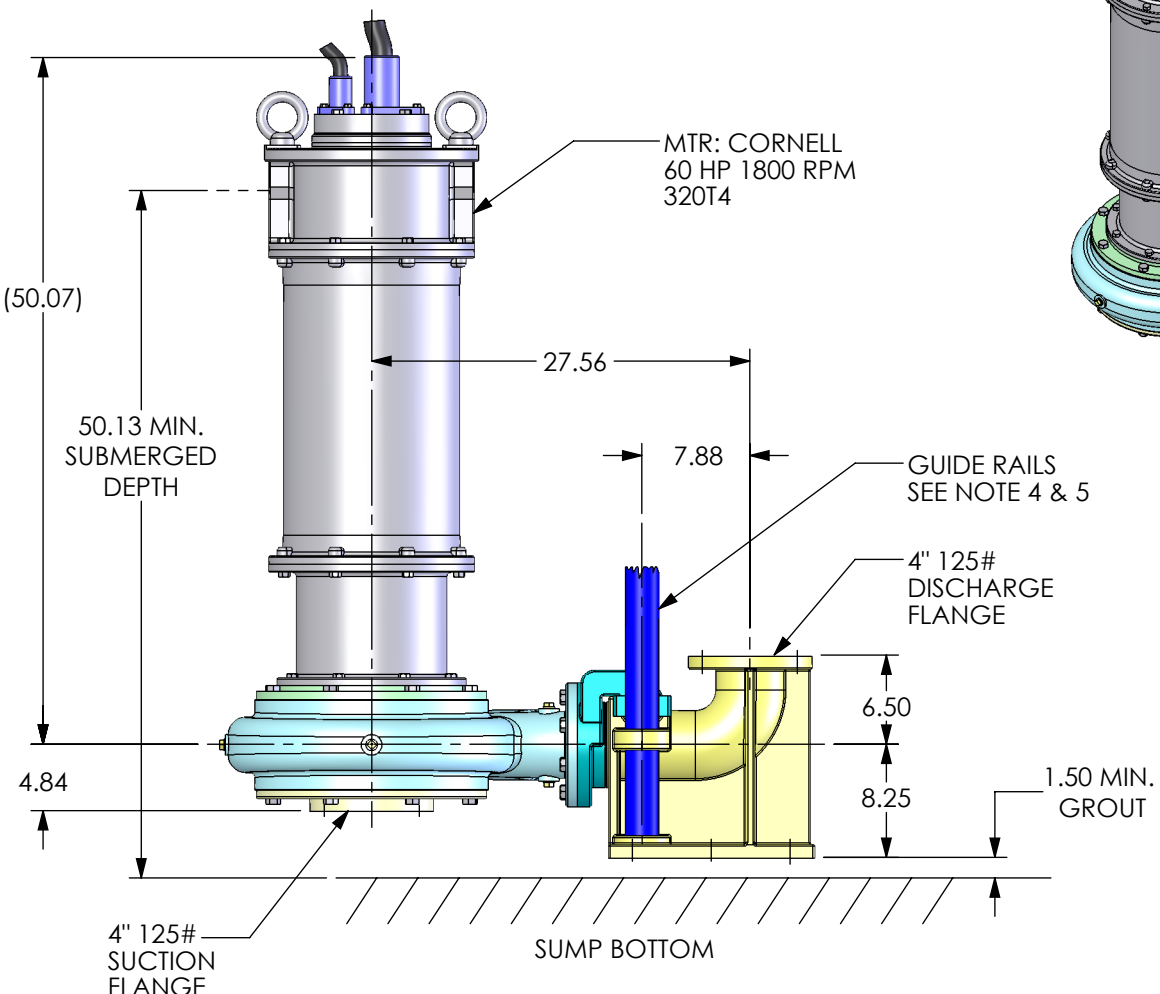
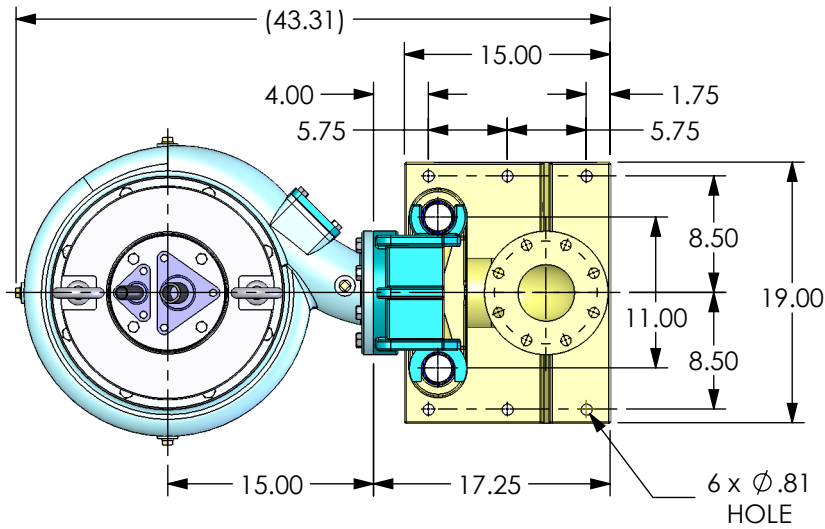
**Performance Evaluation:**

Flow	Speed	Head	Efficiency	Power	NPSHr
US gpm	rpm	ft	%	hp	ft
720	1760	181	71	46.3	10.6
600	1760	185	67	41.4	8.85
480	1760	189	63	36.3	7.99
360	1760	192	56	31.3	8
240	1760	206	45	27.8	8

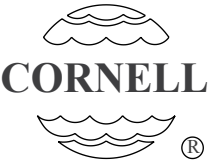
SW11192

**NOTE:**

1. OVERALL DIMENSION MAY VARY ± .12
2. MOTOR REF: A22046Q
3. AUTO COUPLING REF: BML588A-A00
4. GUIDE RAILS REQUIRE UPPER GUIDE BRACKET, POSSIBLY MOUNTED TO LID OF PIT (NOT SHOWN).
5. ONE INTERMEDIATE GUIDE BRACKET MOUNTED TO DISCHARGE PIPE IS RECOMMENDED PER 20' OF GUIDE RAIL (NOT SHOWN).



8/27/14



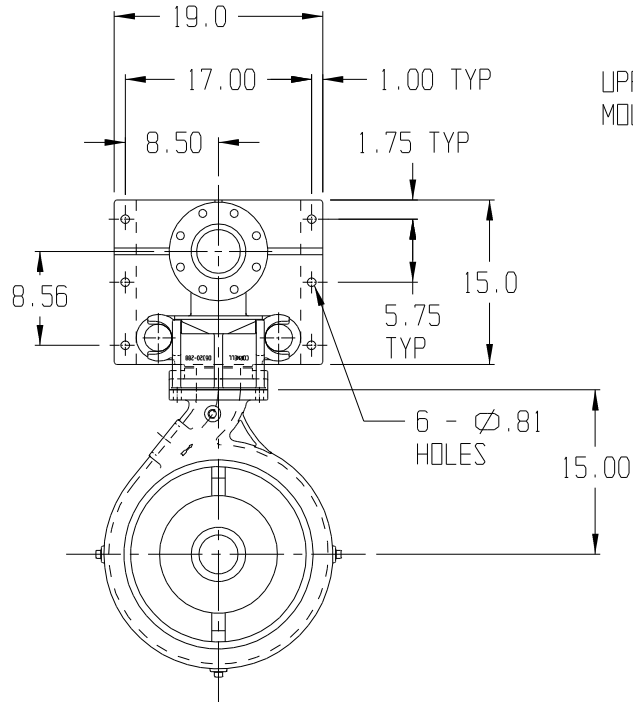
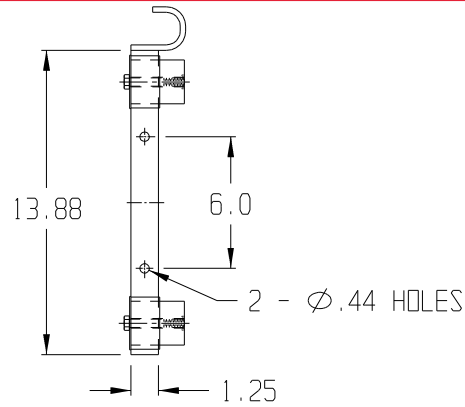
REV. NO.	DESCRIPTION				DATE	BY
	-SUB T2 SGL - A21539 - 4" AUTO CPL. - 320T4					
DR. GH	CHECKED SP	DATE 8/27/14	SCALE TO SCALE			
<b>CORNELL PUMP COMPANY PORTLAND, OREGON</b>						DWG. NO. SW11192

APPROX. WEIGHT. (LB.)	1304
JOB NO.	
DWG. NO.	SW11192

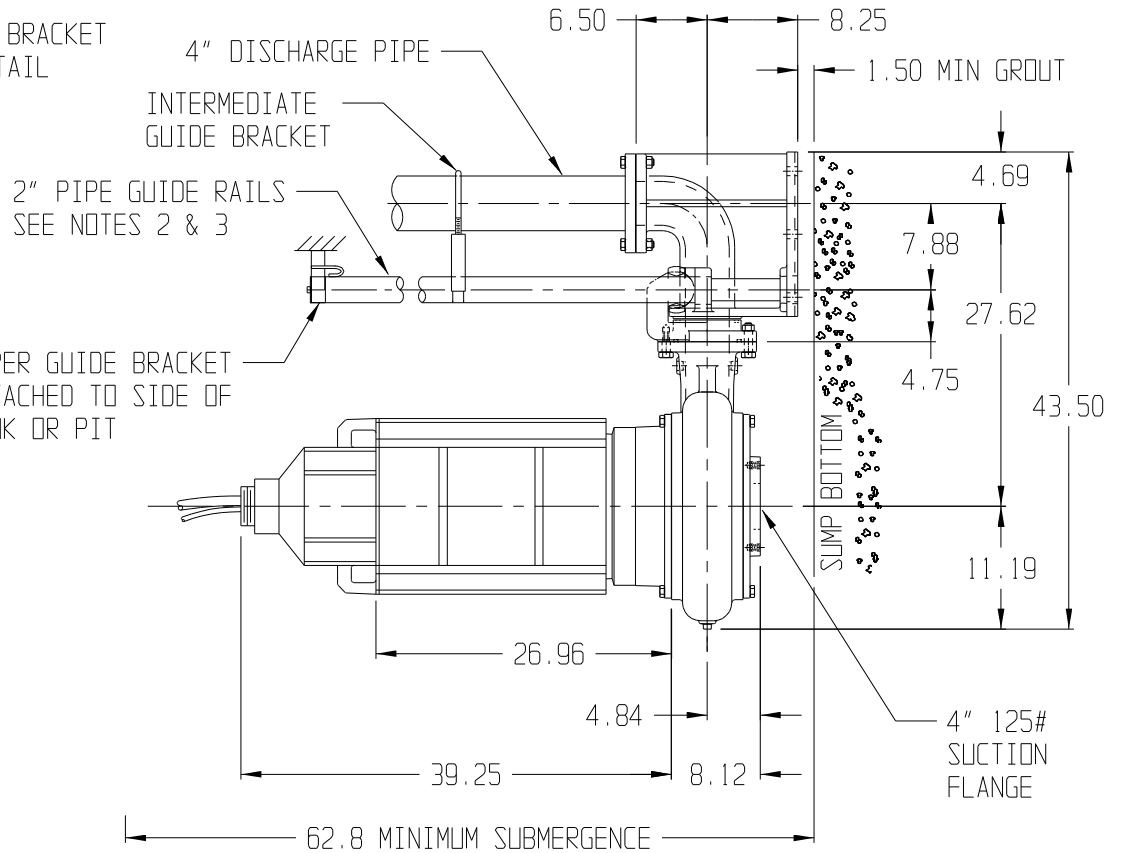
**EXAMPLE DRAWING OF 4" CORNELL 60 HP SUB WITH HEAVY DUTY GUIDE RAIL SYSTEM -Reliance Motor**

F12572

MODEL: 4NHDH-SUB  
 MOTOR: 60 HP, 1800 RPM,  
 RELIANCE 320TY  
 DIM SHEET 66930-257  
 ELBOW: CORNELL 4X4 AUTOCOUPLING

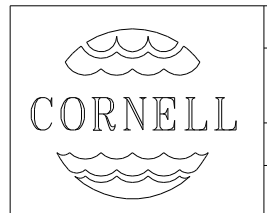


UPPER GUIDE BRACKET MOUNTING DETAIL



NOTES:

1. DIMENSIONS MAY VARY ± .12"
2. GUIDE RAILS REQUIRE UPPER GUIDE BRACKET POSSIBLY MOUNTED TO LID OF PIT.
3. ONE INTERMEDIATE GUIDE BRACKET MOUNTED TO DISCHARGE PIPE IS RECOMMENDED PER 20' OF GUIDE RAIL.

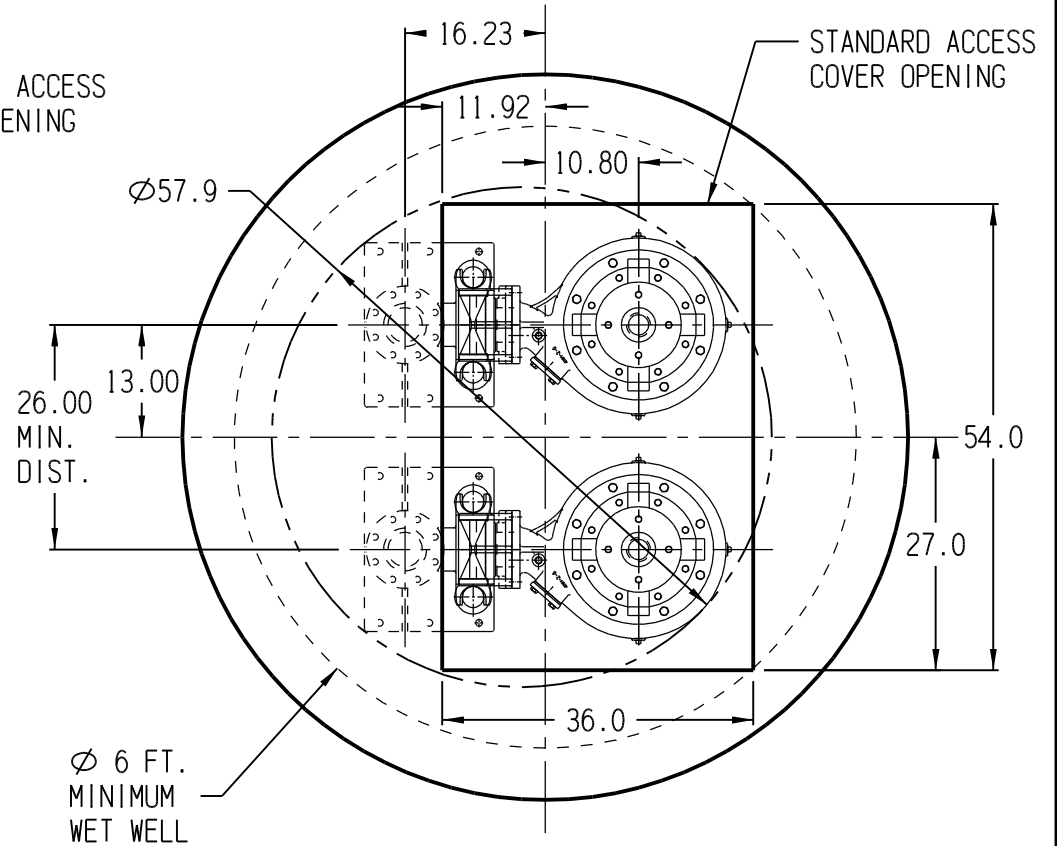
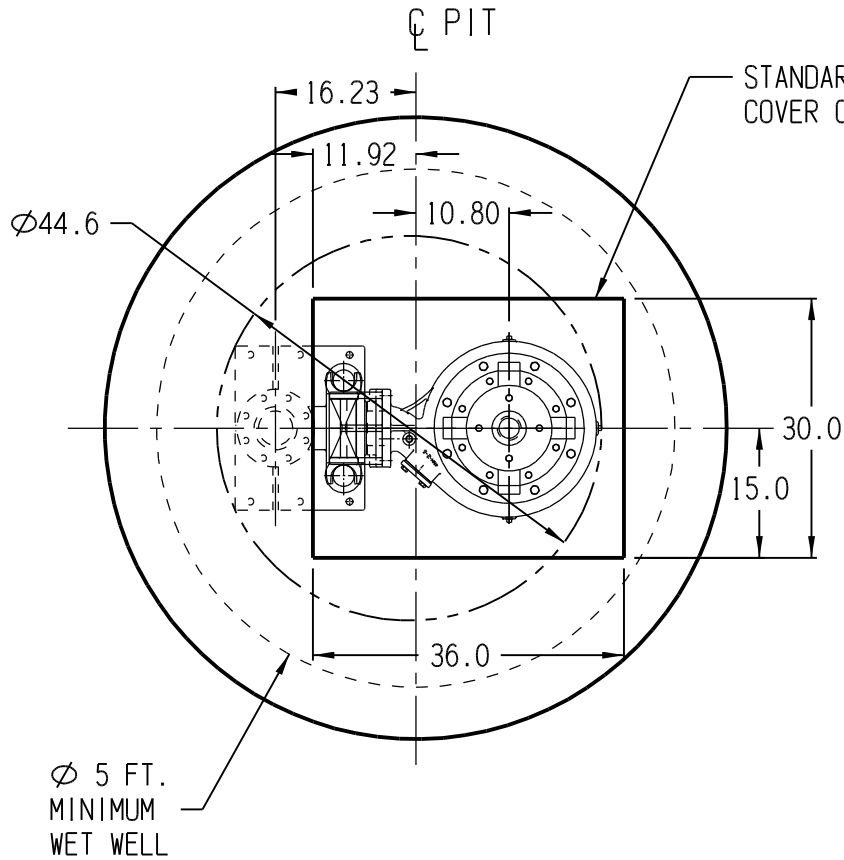


REV. NO.	DESCRIPTION			DATE	BY
	FOUNDATION PRINT: 4NHDH-SUB, 4X4, MTR (60-4)			PATT. NO.	
DR. KHL	CHECKED DT	DATE 8-30-07	SCALE TO SCALE	JOB NO.	
CORNELL PUMP COMPANY PORTLAND, OREGON				DWG NO.	F12572

SIMPLEX

DUPLEX

☐ PIT



NOTES:

1. DIMENSIONS MAY VARY ± .12".
2. CONFIGURATION AND DIMS. SHOWN ARE SUGGESTED REQUIREMENTS ONLY. LOCATION AND ARRANGEMENT OF VALVES AND PIPING, ETC. ARE TO BE SPECIFIED BY THE ENGINEER AND ARE SUBJECT TO THEIR APPROVAL.

**CONFIDENTIAL**

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LIFT STATION DIMENSIONS: 4414T-SUB, 4x4

DR. JDA CHECKED -- DATE 04-06-2009 SCALE NONE

CORNELL PUMP COMPANY PORTLAND, OREGON

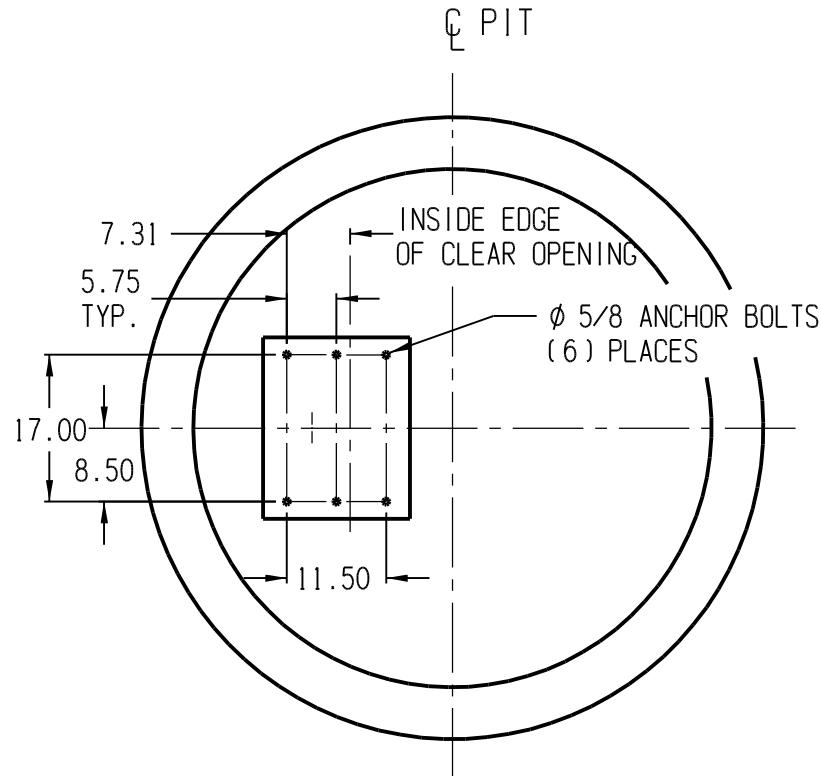
PAT. NO.

JOB. NO.

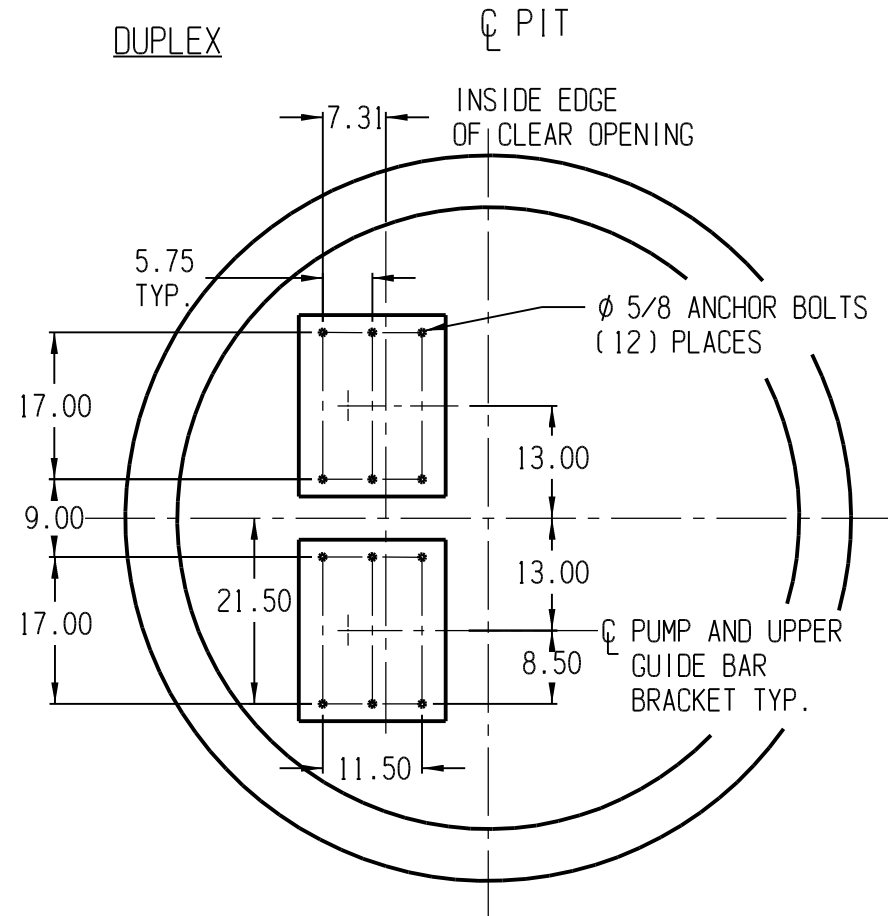
DWG NO.

F12940

SIMPLEX



DUPLEX



NOTES:

1. DIMENSIONS MAY VARY  $\pm .12"$ .
2. CONFIGURATION AND DIMS. SHOWN ARE SUGGESTED REQUIREMENTS ONLY. LOCATION AND ARRANGEMENT OF VALVES AND PIPING, ETC. ARE TO BE SPECIFIED BY THE ENGINEER AND ARE SUBJECT TO THEIR APPROVAL.
3. LOCATE ANCHOR BOLTS USING INSIDE EDGE OF CLEAR OPENING AND PUMP CENTERLINE AS REFERENCE POINT. BOLT LOCATION MUST BE HELD TO MAINTAIN EXACT POSITION OF PUMP TO CLEAR OPENING.

**CONFIDENTIAL**

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LIFT STATION LAYOUT: 4414T-SUB, 4x4

DR. JDA CHECKED -- DATE 04-06-2009 SCALE NONE

**CORNELL PUMP COMPANY PORTLAND, OREGON**

PAT. NO.

JOB. NO.

DWG NO.

F12941

# Submersible Motors Application in Water and Sewage U/L listed, Class 1, Groups C & D

## SPECIFICATIONS FOR SUBMERSIBLE MOTORS:

**1-450 HP  
Submersible Wet Pit  
15 min in air**

**1-150 HP  
Submersible Dry Pit  
Continuous in air**

### **1.0 SCOPE**

This specification details the mechanical and electrical requirements for squirrel-cage induction motors, both single and three phase, designed for wet well and dry well submersible applications in water and sewage.

It is the intent of this specification to define submersible premium quality motors which will provide efficient operation with high mechanical integrity under adverse operating conditions for maximum life and minimum life cycle costs. This specification covers sewage wet well and dry well applications defined by the National Electric Code as Class 1: Division 1, hazardous locations section 501-8 (a) requiring explosion proof construction.

### **2.0 GENERAL**

**2.1** All motors covered by this specification shall conform to the latest applicable requirements of NEMA, IEEE, ANSI, and NEC standards.

**2.2** Motors shall be designed for continuous submerged duty in water and sewage, and minimum 15 minute duty continuous in air under full load operating conditions. Motors used in dry well operation shall be designed for continuous in air under full load operating conditions.

**2.3** Three (3) phase shall be rated 200/400, 230/460 or 575 volt. Single voltage motors will also be available. Single phase motors shall be rated 115/230 volts. Multi-voltage motors shall be final connected for the highest voltage unless specified by customer and designed for easy field reconnection.

**2.4** Ratings will be based on 40 C ambient conditions.

**2.5** Motor construction shall be designed to withstand 100 psi\* water pressure at all seal locations. Maximum submerged depth is 160 feet.

\*Total sum of operating depth and reflected pump pressure

- 2.6** All motors shall be furnished with Class F rated insulation materials or better. Insulation materials rated lower than Class F (Class B or A) are specifically prohibited.
- 2.7** Motors 1 horsepower up to and including 135 horsepower, shall be rated as Class F, 1.15 service factor, Class 1, Groups C& D. Motors under 1 HP shall be rated as Class B, 1.0 service factor, Class 1, Group D.
- 2.8** All motors will be CSA (Canadian Standard Association) and U.L (Underwriters Laboratories) approved and nameplated accordingly.
- 2.9** All motors shall be manufactured in the United States of America. The ability to provide any and all replacement parts, engineering design support, complete dynamometer testing, and U/L rerate capability shall be provided domestically.

**3.0 MECHANICAL**

**3.1.0 Bearings and Lubrication**

- 3.1.1** Bearings shall be ball, single row, deep groove, Conrad type, and shall have a Class 3 internal fit conforming to AFBMA Std. 20. Standard bearing size for 440TY frame is 7222 duplex bearing. Other arrangements are available depending on shaft loading. Please contact your local Baldor representative for assistance.
- 3.1.2** Bearing shall be selected to provide a minimum L10 rating life of 17,500 hours.
- 3.1.3** The motor shall be designed to limit the bearing temperature rise to a maximum of 60 degree C under full load conditions.
- 3.1.4** Motors shall be greased by the manufacturer with a premium moisture resistant polyurea thickened grease containing rust inhibitors and suitable for operation over a temperature range of -25 degree C to + 120 degree C.

**3.2.0 Shaft Seal**

- 3.2.1** Two independently-mounted mechanical face type seals shall be provided. The

inner and outer seals shall be separated by an oil filled chamber. The oil chamber shall act as a barrier to trap moisture and provide sufficient time for a planned shutdown. The oil shall also provide lubrication to the internal seal.

- 3.2.2** Standard Type 21, Type 42, or Type 43, U.L approved seals shall be provided. Carbon rotating faces and ceramic stationary faces are standard. Optional seal constructions are available. See chart 1.

Seal	Description	Application
Type 21 Carbon Ceramic Faces	Standard seal offering. A general purpose seal of stainless steel construction with carbon ceramic seal faces.	Used wastewater applications with relatively clean effluent.
Type 21 Tungsten Carbide Faces	Same type of seal except with tungsten carbide faces. Harder seal faces.	For more demanding applications, more viscous fluid.
Type 21 Silicon Carbide Faces	Same type of seal except with silicon carbide faces.	For the most demanding, slurry type applications.
Hydropad Seal	Special seal design with hydropad scallops to run cooler.	Use in low specific gravity, light lubricity. Never operate in a dry condition.

- 3.2.2a** Buna-N O-rings and elastomers are standard. Viton elastomers are recommended for ambients of 61 C and higher.

- 3.2.3** The outer seal construction shall be designed for easy replacement.

- 3.2.4** The outer seal assembly is selected to prevent the entrance of moisture into the motor oil chamber. The OEM is responsible for protecting the outer seal from exposure to solids and foreign materials (such as banding, ropes, or strings). It is the responsibility of the pump OEM to insure the outer seal is lubricated by the effluent for both 15 minute in air and continuous in air applications.

**3.2.5** In compliance with U/L standards for explosion proof motors, a flamepath shall be proved by a labyrinth slinger in the bottom flange in order to prevent the ignition of ambient gases. Under such conditions the seal design shall allow for pressure relief across either seal face.

### **3.3.0 MOISTURE DETECTOR SYSTEM**

**3.3.1** Warrick type, dual (2) moisture sensing probes are to be provided that extend into the oil chamber to detect the presence of moisture should the outer seal fail.

**3.3.2** The moisture detection system shall be selected by the customer to utilize the Warrick sensing probes. A relay, Warrick type 2810 or equivalent must be provided by others. For additional information on the moisture probes and relay go to [www.gemssensors.com](http://www.gemssensors.com).

### **3.4.0 CAP/CABLE ASSEMBLY**

**3.4.1** The power cable and cap assembly shall be designed to prevent moisture from wicking through the cable assembly even when the cable jacket has been punctured.

**3.4.2** Power and control cable entry into the lead connection chamber shall be epoxy encapsulated for positive moisture sealing.

**3.4.3** A Buna-N power and control cable grommet shall be provided in addition to the epoxy filled leads.

### **3.5.0 ENCLOSURE AND SHAFT**

**3.5.1** The motor enclosure including frame, end brackets, flange and cap assembly shall be cast iron ASTM type A-48, Class 25 or better.

**3.5.2** Motor 180 through 360 frame's construction will not have fins and will be a smooth surface to prevent the clogging of solids and provide for easy cleaning. 440 frames are constructed with finned stator frames and smooth end brackets.

**3.5.3** The top end bracket will include integrally cast provisions for vertical lifting capability.

**3.5.4** All mating frame fits to have rabbet joints with large overlap as well as O-ring shall be Buna-N (nitrile). Viton O-rings may be supplied as an option and are required for ambient conditions of 61 degrees C and higher.

**3.5.5** Motor shaft material is 416 stainless steel. Other materials available as options are 303, 304, 410 stainless steel, 17-4PH, Carpenter 20, Monel, or Nitronic 50.

**3.5.6** All external hardware including the motor nameplate shall be made of stainless steel.

**3.5.7** Motor rotor construction shall be die cast aluminum. Rotors shall be dynamically balanced to NEMA limits per MG1-7.8.2 Table 7-1. Balance weights if required shall be secured to the rotor fan blades by rivets. Machine screws and nuts are prohibited.

**3.5.8** The frame, opposite drive end bracket, and cable cap assembly shall receive an alkyd primer and epoxy ester finish coat of high grade paint to resist rust and corrosion.

**3.5.9** The drive end bracket will have oil fill and drain holes.

## **4.0 ELECTRICAL**

**4.1** All motors shall successfully operate under power supply variations per NEMA MG1-14.30.

**4.2** Motors shall be designed to limit the maximum surface temperature to NEC specifications for Division 1, Class 1, Group D or Class 1, Group C&D for hazardous locations.

**4.3** All motors shall be NEMA Design B or A with torque and starting current in accordance with NEMA MG-1.

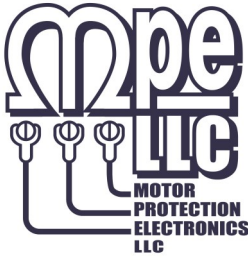
- 4.4** Motors shall have copper windings.
- 4.5** Motor insulation system shall be Class F minimum, utilizing material and insulation systems evaluated in accordance with IEEE 117 classification tests.
- 4.6** Motor leads shall be nonwicking type, Class F temperature rating or better and permanently numbered for identification.
- 4.7** The stator insulation system shall be treated with a non hydroscopic epoxy varnish with a dip and bake process.
- 4.8** All motors to include two (2) normally closed thermostats connected in series and embedded in adjoining phases as required by Underwriters Laboratories for motors of 1 HP or higher.
- 4.9** All motors operated on inverter power will be rated as Class 1, Group D with a T2A temperature code.
- 4.10** Each completed and assembled motor shall receive a routine factory test per NEMA MG-1. Tests are in accordance with IEEE Std. 112.



P.O. Box 2400, Fort Smith, AR 72902-2400 U.S.A., Ph: (1) 479.646.4711, Fax (1) 479.648.5792, International Fax (1) 479.648.5895

**Baldor•Dodge®**

6040 Ponders Court, Greenville, SC 29615-4617 U.S.A., Ph: (1) 864.297.4800, Fax: (1) 864.281.2433



# Pump Monitor Relay PMR1

MADE IN  
THE U.S.A.



UL FILE #E101681

## OPERATION

The Pump Monitor Relay provides Motor Over Temperature and Seal Leakage alarms for Submersible Pumps.

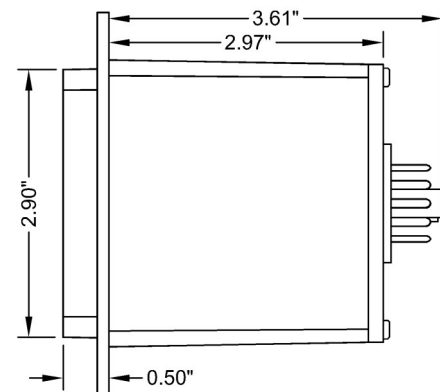
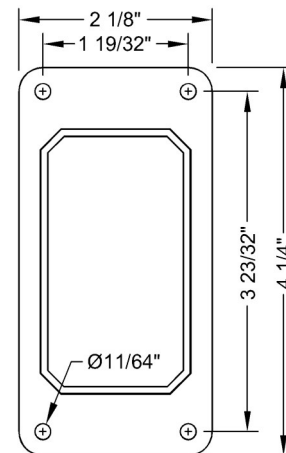
**Motor Over Temperature Alarm** - The unit applies a low voltage DC signal to the Motor Thermal Sensor to check its status. If the unit detects that the Motor Thermal Sensor contacts are closed (normal condition), the Overtemp indication remains off, and the Overtemp Relay is energized closing the contacts between terminals 2 and 11.

If the Motor Thermal Sensor contacts open (Over Temperature condition), the Overtemp Indication is turned on and the Overtemp Alarm Relay is de-energized opening the contacts between terminals 2 and 11 and closing the contacts between terminals 2 and 1.

When the High Motor Temperature condition has cleared, the unit will reset based on the position of Alarm Reset Mode Select Switch (Auto or Manual). When in the Auto position, the Overtemp Alarm resets automatically. If the switch is in the Manual position, the Overtemp Reset Push-button must be pushed for approximately 1.5 seconds to clear the alarm.

**Seal Leakage Alarm** - The unit detects moisture inside a pump motor by using a low voltage AC signal to measure the resistance between a single (or dual) Leakage Probe(s) and the grounded motor housing, or across two Leakage Probes. A Seal Leakage condition is considered present when the amount of moisture in the motor causes the resistance between terminal 6 and 5 to drop below the setting on the potentiometer. When this occurs the unit turns on the Leakage Indication and energizes the Leakage Alarm Relay closing the contacts between terminals 9 and 10.

The alarm trip point may be set by the following procedure: Isolate the Leakage Probe(s) from terminals 5 and 6. Connect a resistor, with the desired trip value, across terminals 5 and 6. Slowly adjust the potentiometer to the point where the alarm turns on. Remove the resistor and reconnect to the Leakage Probe(s).



## SPECIFICATIONS

Input Power:	120 VAC ±10%, 7.0 VA max
Output Rating:	8A Resistive @ 120VAC
Operating Temp:	-20°C to +65 °C
Storage Temp:	-45°C to +85 °C
Temp Sensor Voltage:	6.6 VDC ±10%
Leak Sensor Voltage:	4.7 VAC ±10%
Enclosure:	White Lexan
Base:	Phenolic

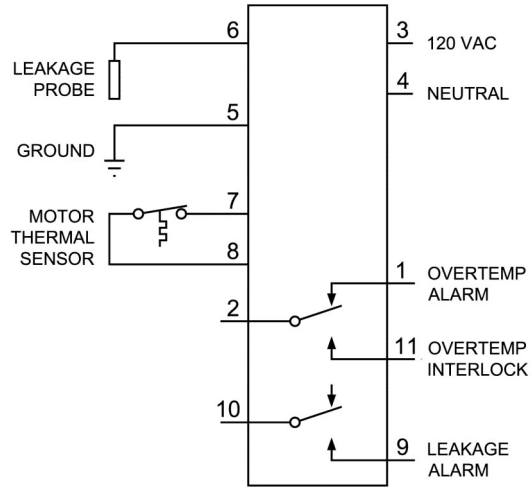
## ORDERING INFORMATION

Part Number: PMR1

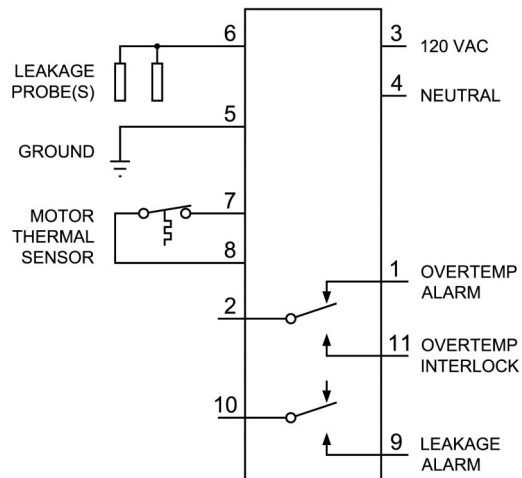
# Pump Monitor Relay

## CONNECTION DIAGRAMS

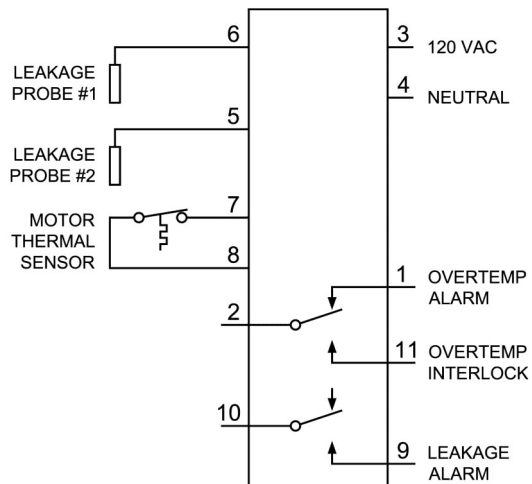
### CHECKS RESISTANCE BETWEEN ONE PROBE AND MOTOR HOUSING



### CHECKS RESISTANCE BETWEEN TWO PROBES AND MOTOR HOUSING



### CHECKS RESISTANCE BETWEEN TWO PROBES





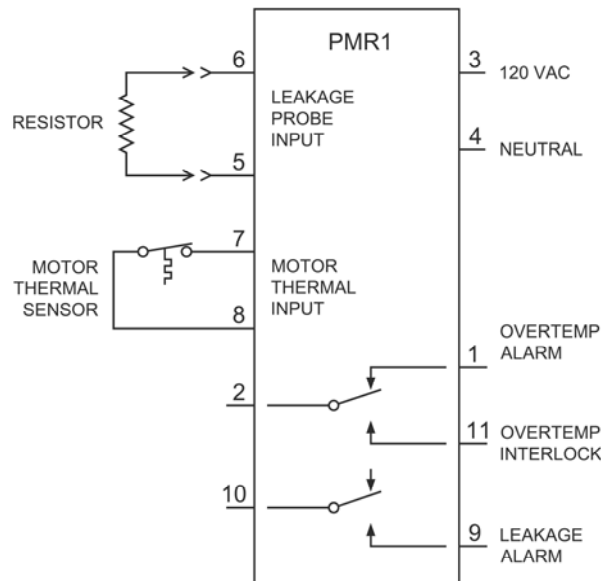
# Pump Monitor Relay PMR1

## How to Adjust the Leakage Alarm

The Leakage Alarm trip point may be set by the following procedure:

- 1) Temporarily remove the Leakage Probe Sensor wires from terminals 5 and 6.
- 2) Temporarily connect a resistor, with the desired trip value, across terminals 5 and 6, as shown below.
- 3) Slowly adjust the potentiometer to the point where the alarm turns on.
- 4) Remove the resistor and reconnect to the Leakage Probe Sensor wires.

### Leakage Alarm Adjustment - Connection Diagram



Recommended Resistor Values:

- |   |         |
|---|---------|
| For pump in <u>Typical Sewage</u> with <u>Conductance Type Leakage Probe Sensor</u> :                   | 20K Ohm |
| For pump in <u>Storm Water</u> with <u>Conductance Type Leakage Probe Sensor</u> :                      | 50K Ohm |
| For pump in <u>Typical Sewage</u> or <u>Storm Water</u> with a <u>Float Type Leakage Probe Sensor</u> : | 20K Ohm |

## **Specification: Pump Monitor Relay**

The Pump Monitoring Relay shall perform both Motor Over-Temperature and Seal Leakage Monitoring in one unit. The unit shall be powered by 120VAC, with relay contacts rated for 8 Amps at 120VAC.

The Pump Monitoring Relay shall be able to be mounted on the deadfront door of the control panel so that the deadfront door need not be opened to see the status of either the Seal Leakage condition or the Pump Over-Temperature status.

The front of the Pump Monitoring Relay shall contain an LED indicator for power, an LED indicator for a Seal Leakage condition, and an LED indicator for an Over-Temperature condition.

The front of the Pump Monitoring Relay shall also contain a selector switch to choose between "Auto Reset" and "Manual Reset". There shall be a Over-Temperature Reset pushbutton to reset the Pump Monitor relay once the Over-Temperature condition has cleared.

The front of the Pump Monitoring Relay shall also contain a potentiometer adjustment for setting where the unit will trip the alarm for the Seal Leakage condition.

The Pump Monitor Relay shall apply a low voltage DC signal to the Motor Thermal Sensor to check its status. When the Pump Monitor Relay detects that the Motor Thermal Sensor contacts are closed (normal condition), the Over-Temperature indicator shall remain off, and the Over-Temperature Relay shall be energized, closing the contacts between terminals 2 and 11.

When the Motor Thermal Sensor contacts open (Over-Temperature condition), the Over-Temperature Indicator shall energize, and the Over-Temperature Alarm Relay shall de-energize, opening the contacts between terminals 2 and 11 and closing the contacts between terminals 2 and 1.

When the Over-Temperature condition has cleared, the Pump Monitor Relay shall reset based on the selection of Alarm Reset Mode Select Switch (Auto or Manual). When in the Auto position, the Over-Temperature Alarm shall reset automatically. When in the Manual position, the Over-Temperature Reset Push-button must be pushed for approximately 1.5 seconds to clear the alarm.

The Pump Monitor Relay shall detect moisture inside a pump motor by using a low voltage AC signal to measure the resistance between a single (or dual) Leakage Probe(s) and the grounded motor housing, or between two Leakage Probes. A Seal Leakage condition shall be considered present when the amount of moisture in the motor causes the resistance between terminal 6 and 5 to drop below the setting on the potentiometer. When this condition exists, the Pump Monitor Relay shall turn on the Leakage Indicator and energizes the Leakage Alarm Relay, closing the contacts between terminals 9 and 10.

The leakage alarm trip point shall be set by the following procedure: Isolate the Leakage Probe(s) from terminals 5 and 6. Connect a resistor with the desired trip value across terminals 5 and 6. Slowly adjust the potentiometer to the point where the alarm turns on. Remove the resistor and reconnect to the Leakage Probe(s).

The Pump Monitor Relay shall be part number PMR1, as manufactured by Motor Protection Electronics, Apopka, Florida, 407-299-3825.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**ENGINEERING MATTERS**

**ITEM 8: SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (SOCWA) JOINT POWERS AGREEMENT (JPA) DISCUSSIONS UPDATE**

The South Orange County Wastewater Authority (SOCWA) is a Joint Powers Authority (JPA) established in 2001 to facilitate and manage the collection, treatment, reuse, and disposal of wastewater across South Orange County. Each of the JPA’s ten member agencies have different levels of financial participation in SOCWA depending on the services and infrastructure they rely on through specific Project Committees, or PCs.

As a member of SOCWA, Trabuco Canyon Water District’s (District) participation in Project Committees is limited to PC-12 for the purpose of maintaining a Regional Board waste discharge permit for our wastewater recycling operations. The District also purchases chemicals through SOCWA in order to receive a modest pricing discount and is a partner to a sludge hauling contract with an independent third party vendor. In total, the District is responsible for approximately 0.1% of the total SOCWA budget, including its allocation of O&M, PC-12, and SOCWA workforce unfunded pension liability (UAL) and retiree health benefits (OPEB). The District’s portion of the SOCWA annual budget has averaged approximately \$41,000 over the past four years as indicated below.:

<b>SOCWA BUDGET FOR TCWD</b>				
<b>Fiscal Year</b>	<b>PC 12 O&amp;M Budget (TCWD)</b>	<b>PC 12 Admin Budget (TCWD)</b>	<b>Approved Total Budget (TCWD)</b>	<b>Actual TCWD Costs</b>
2018-19	\$ 25,296.00	\$ 18,286.00	\$ 43,582.00	\$ 34,904.49
2019-20	\$ 41,804.00	\$ 24,062.00	\$ 65,866.00	\$ 62,264.00
2020-21	\$ 31,500.00	\$ 14,988.00	\$ 46,488.00	\$ 46,652.00
2021-22	\$ 10,704.00	\$ 13,069.00	\$ 23,773.00	\$ 18,051.00

For the past several years, SOCWA and its member agencies have been involved in a collective effort to update the JPA agreement language and structure, and to clarify the process and conditions under which member agencies can exit the JPA. More recently, a group of member agencies (Ad Hoc Committee) has conducted a preliminary analysis of the pros and cons of transitioning SOCWA assets and operations to individual member agencies, leaving SOCWA as a service-based agency governed by an updated JPA. A presentation delivered by Moulton Niguel Water District on behalf of the Ad Hoc Committee at a recent SOCWA Special Board Meeting is included as Exhibit A for reference.

Currently, there are two JPA members that are either in the process of withdrawing from the JPA or have declared their intent to withdraw. The City of San Juan Capistrano’s (CSJC) wastewater utility assets were transferred to Santa Margarita Water District (SMWD) pursuant to an Orange County LAFCO annexation action effective November 15, 2021. CSJC subsequently notified SOCWA of this annexation and has asserted that, as a result of that notice, its withdrawal as a member of SOCWA will be effective on June 30, 2022 (the last day of the 2021-22 Fiscal Year), consistent with terms of the SOCWA JPA agreement. CSJC and SMWD’s joint notification letter to each SOCWA member agency of their pending withdrawal is included as Exhibit B. However, at the April 7, 2022 SOCWA Regular Board Meeting, SOCWA counsel Procopio opined (Procopio memorandum included as Exhibit E) that the letter was not sufficient notice for withdrawal under the JPA, and has suggested that CSJC will not be eligible for automatic withdrawal until such a notice is provided, or that CSJC may seek the unanimous agreement of the member agencies in order to withdraw sooner.

Irvine Ranch Water District desires to withdraw from the JPA and has proposed both a Term Sheet and Capacity Transfer and Withdrawal Agreement for consideration by SOCWA and its member agencies. Both documents are included as Exhibits C and D.

**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

The potential fiscal impacts to TCWD due to the withdrawal of CSJC and IRWD are anticipated to be approximately \$10,000 in additional costs per year due to the proportional increase in General Fund costs. As a result of CSJC and IRWD's withdrawals, TCWD will also gain additional voting power on the board as it will now be 1/8th of the votes as opposed to 1/10th. District staff is not recommending action on this matter at this time; however, discussion regarding the costs and benefits of the District's continued participation in SOCWA is warranted.

May 2022 Update: SMWD and CSJC have requested that the SOCWA Board of Directors unanimously accept CSJC's Notice of Withdrawal based on their contention that there is ample evidence of substantial compliance with Section 12.3 of the JPA Agreement. Although this action was agendaized for the May 12 SOCWA Regular Board Meeting, the board meeting was cancelled due to the impacts of the Coastal Fire on SOCWA's Coastal Treatment Plant. At the time of drafting this staff report, the meeting had not yet been rescheduled.

Additional information may be presented at the time of the Committee meeting.

**FUNDING SOURCE:**

General Fund

**FISCAL IMPACT:**

Undetermined at this time

**ENVIRONMENTAL COMPLIANCE:**

Not applicable

**RECOMMENDED ACTION:**

*Receive information at the time of the meeting and take action(s) as deemed appropriate*

**EXHIBIT(S):**

Exhibit A – SOCWA All Hands Presentation (March 11, 2022)

Exhibit B – City of San Juan Capistrano and Santa Margarita Water District letter dated March 18, 2022

Exhibit C – IRWD Withdrawal from SOCWA Term Sheet

Exhibit D – IRWD-SOCWA Capacity Transfer & Withdrawal Agreement

Exhibit E - Procopio Memorandum dated March 31, 2022

**CONTACTS (staff responsible): PALUDI/PEREA/COLLINS**

# *Review of Wastewater Operations*

---

# Change is INEVITABLE

- Agencies are proposing to exit the JPA
  - Project Committee agreements are expiring
  - Grant opportunities (which warranted the original JPA) have evolved
  - Diversity and complexity of agencies' water reuse objectives
  - Need a holistic approach
  - Consideration of Transitioning Operations will include robust discussions on:
    - Potential advantages
    - Potential disadvantages
- OVERALL: Different world than when SOCWA JPA was formed

# Agencies' Goals

- MNWD
  - Reuse opportunities (e.g. DPR) at the Regional Treatment Plant
  - Reduce costs to member agencies and stabilize financial impacts to ratepayers
  - Utilize available resources to support operations and maintenance, including managing complex capital projects
- SMWD
  - Maximize recycled water opportunities, if any, at J.B. Latham Plant
  - Maintain centralized permitting, regulatory, and laboratory services
  - Maximize member agencies' resources including financial and operational

# Agencies' Goals (cont.)

- SCWD
  - Assess opportunities to enhance overall long-term operational and capital management of treatment, conveyance, and outfall facilities
  - Maximize recycled water opportunities at JB Latham and Coastal TP
  - Seek full understanding of current agency performance and metrics for comprehensive assessment and consideration of transitioning options
- CLB? CSC? CSJC?
- EBSD? ETWD? IRWD? TCWD?

# *Conceptual Operational Framework*

## JPA Agreement

Water  
Reclamation  
Permitting

Pretreatment  
Program

Laboratory  
Services

Regulatory  
Compliance

## Project Agreements

Treatment  
Plants

Ocean Outfalls

Effluent  
Transmission  
Mains

Other SOCWA-  
owned facilities  
(e.g. SC Land  
Outfall, etc.)

# Conceptual Framework (cont.)

- Governance by updated Project Agreements (similar to Baker WTP or JRWSS)
- Transition operation and ownership of assets to operating agencies
- Liability of assets reside within the Project Agreement (not the JPA)
  - Workers Comp responsibility of operating agency
- SOCWA remains as Service-based agency governed by updated JPA
  - Permitting and Regulatory support
  - Pre-treatment and Lab Services – Contract basis
- UAL/OPEB
  - SOCWA portion
  - Operating agency portion

# What are the reasons to do this?

- Reduced costs to member agencies
- Simplified governance and oversight
  - Impacted agencies manage impacted assets
  - Quarterly meetings (or as needed) to support permitting and regulatory needs
- Reduced liabilities for member agencies
- Increased “Bench” of resources for Operations and Maintenance staff
- Simplified financial management
  - Bill to actuals vs. Budget – no use audit or large quantity of cash on hand
  - Operating agencies maintain financial reserves

# Financial Impact

Identified cost drivers:

- Administration and General Fund Budget decreases by \$1.0 million
  - Fringe Rate decrease
  - Reduction of duplicate costs (e.g. licenses, dues and memberships)
- 61 of the 64 positions remain
  - 3 executive level positions duplicative

Operations and Maintenance (Includes GF & Admin)				
	SOCWA FY 21-22 Budget	Draft Proposal (FY 21-22)	Difference	Percent
CoLB	\$ 2,187,387	\$ 1,987,000	\$ 200,387	9.2%
CoSC	225,296	200,000	25,296	11.2%
ETWD	914,848	834,000	80,848	8.8%
EBSD	175,894	141,000	34,894	19.8%
IRWD	220,944	190,000	30,944	14.0%
MNWD	8,767,486	8,092,000	675,486	7.7%
SCWD	3,911,751	3,562,000	349,751	8.9%
TCWD	23,773	17,000	6,773	28.5%
SMWD*	2,809,887	2,574,000	235,887	8.4%
CoSJC*	1,875,393	1,707,000	168,393	9.0%
	\$ 21,112,658	\$ 19,304,000	\$ 1,808,658	8.6%
SMWD/CoSJC*	\$ 4,685,280	\$ 4,281,000	\$ 404,280	8.6%

Collective annual savings of \$1.8M minimum.....

# Potential Concerns

- *What happens to the existing SOCWA employees?*
  - 61 of the 64 (95%) existing staff would remain or be transitioned to operating agencies
  - Existing SOCWA staff are vital to the transition and success
  - Opportunity to explore avenues available within a full-service organization
- *No Regional Platform for collaboration*
  - SOCWA remains as a permitting/regulatory agency
  - Regional purchasing contracts will still be implemented
- *Individual agencies assume liability for operations*
  - Mitigated/clarified with project agreement language

# Potential Concerns (cont.)

- *Are savings guaranteed?*
  - Projections are conservative
  - Project agreements can stipulate guaranteed initial savings and expected future savings
- *Efficiencies of staff that splits time amongst multiple facilities*
  - Additional efficiencies to be gained
  - Refined at future stage when operating agencies are confirmed
- *Individual agency goals regarding SOCWA's UAL/OPEB*
  - Understand goals then work on mechanism to address

# What are the next steps?

- Solicit input/feedback from the SOCWA member agencies
  - Seeking input on the governance, policy, and administrative aspects of proposed structure
  - Propose to use third party to facilitate discussions with individual member agencies
    - Less than \$50K effort reporting to Board Ad-Hoc (bring on by April)
  - Ensure positive outcomes for all agencies
- Consolidate responses and bring back to a future all-hands meeting (May/June)
- Identify gaps or areas of concern to be addressed
- Consider next steps to moving these changing conditions forward
- No action is not an option
  - Holistic action necessary as opposed to a PC-by-PC approach over the next decade



Santa Margarita  
Water District



***Via FedEx and Email***

March 18, 2022

Mr. Stephen Dopudja, Board Vice President  
Mr. Glenn Acosta, Board Director  
Mr. Fernando Paludi, General Manager  
Trabuco Canyon Water District  
32003 Dove Canyon Drive  
Trabuco Canyon, CA 92679

**Subject: Withdrawal of the City of San Juan Capistrano (“CSJC”) from South Orange County Wastewater Authority (“SOCWA”)**

Dear Managers:

As you are aware, effective November 15, 2021, per order of Orange County Local Agency Formation Commission (“LAFCO”) pursuant to LAFCO Resolution DA 20-21 and pursuant to its authority under Government Code Section 56886 CSJC transferred all assets, obligations, and liabilities of the wastewater utility in, PC No. 2 and No. 5 of SOCWA to the Santa Margarita Water District (“SMWD”). By operation of law SMWD assumed all rights, title, interest, duties, and obligations of CSJC in SOCWA and particularly in PC No. 2 and No. 5.

Per the attached letter (“Notice Letter”) and consistent with section 12.3 of the SOCWA JPA Agreement, notice of SMWD’s annexation of CSJC’s wastewater utility, effective November 15, 2021, was provided to SOCWA. Accordingly, CSJC’s withdrawal as a member of SOCWA shall be effective on June 30, 2022 (the “Withdrawal Date”), the last day of the 2021-22 Fiscal Year.

A copy of the Assignment and Assumption Agreement (“Assignment Agreement”) between CSJC and SMWD, dated September 27, 2021, is attached for reference. Section 5 of the Assignment Agreement addresses SOCWA Membership and Governance matters prior to the Withdrawal Date.

CSJC Withdrawal from SOCWA  
March 18, 2022

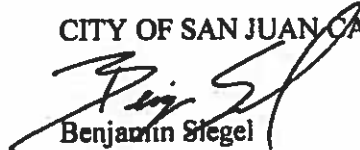
Sincerely,

SANTA MARGARITA WATER DISTRICT



Daniel R. Feron  
General Manager

CITY OF SAN JUAN CAPISTRANO



Benjamin Siegel  
City Manager

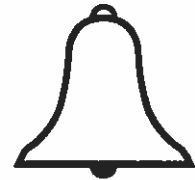
CC: Ms. Betty Burnett, SOCWA General Manager  
Ms. Adrianna Ochoa, SOCWA General Counsel

Attachments: Notice Letter ("Assignment of City of San Juan Capistrano Capacity in SOCWA  
Project Committees")  
Assignment Agreement

**BOARD OF DIRECTORS**

CHARLES T. GIBSON  
SAUNDRA F. JACOBS  
JUSTIN McCUSKER  
BETTY H. OLSON, PH.D  
FRANK URY

DANIEL R. FERONS  
GENERAL MANAGER



**Santa Margarita Water District**

Ms. Betty Burnett  
General Manager  
South Orange County Wastewater Authority  
34156 Del Obispo Street  
Dana Point, CA

Subject: Assignment of City of San Juan Capistrano Capacity in SOCWA Project Committees

Dear Ms. Burnett:

Attached is an executed agreement between the City of San Juan Capistrano (City) and the District assigning all the City's rights, title, interest, duties and obligations under the Project Committee Agreements to the District as the effective date of the Annexation of the City's utilities to the District. The effective date is currently anticipated to be November 15, 2021. The City will initiate withdrawal from SOCWA after the effective date per the Joint Exercise of Powers Agreement.

The District is requesting SOCWA to call appropriate Project Committee meetings to meet any requirements of SOCWA to effect the required changes including but not limited to capacity allocations, cost allocations and ongoing projects.

Please let me know if you have any comments or questions.

Very Truly Yours,  
SANTA MARGARITA WATER DISTRICT

A handwritten signature in cursive script, appearing to read 'Daniel R. Ferons'.

Daniel R. Ferons  
General Manager

CC  
Adriana Ochoa, General Counsel  
Chairman Collings

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **Assignment and Assumption Agreement**, dated as of September 27, 2021 (this "**Agreement**"), is entered into by and between **SANTA MARGARITA WATER DISTRICT**, a California Water District duly organized and existing under Division 13 of the Water Code of the State of California (the "**Assignee**" or "**SMWD**"), and the **CITY OF SAN JUAN CAPISTRANO**, a municipality duly organized and existing under and by virtue of the laws of the State of California (the "**Assignor**" or "**City**"). Assignor and Assignee are, together, referred to in this Agreement as the "**Parties**" and, individually, as a "**Party**."

### RECITALS

- A. The Parties entered into an Annexation Agreement dated as of January 21, 2020 (the "**Annexation Agreement**") wherein City agreed to transfer its potable water system and recycled water system and its wastewater system (collectively the "**Utilities System**") to SMWD in accordance with the terms of the Annexation Agreement and after approval of and consistent with any terms and conditions established by the Orange County Local Agency Formation Commission ("**LAFCO**").
- B. City and SMWD are member agencies of the South Orange County Wastewater Authority, a California joint powers authority ("**SOCWA**").
- C. SOCWA was formed pursuant to a Joint Exercise of Powers Agreement entered into as of July 1, 2001, which brought together former joint powers agencies known as South East Regional Reclamation Authority ("**SERRA**") formed March 9, 1970, Aliso Water Management Agency ("**AWMA**") formed March 1, 1972, and South Orange County Reclamation Authority ("**SOCRA**") formed November 29, 1994. The formation of SOCWA terminated the existence of SERRA, AWMA, and SOCRA and the July 1, 2001 Joint Exercise of Powers Agreement provided that certain underlying agreements for the construction and operation of facilities ("**Project Committee Agreements**") continued as to terms, conditions, and obligations of the parties for facilities of SERRA, AWMA and SOCRA that transferred to SOCWA under its July 1, 2001 Joint Exercise of Powers Agreement ("**SOCWA JPA Agreement**").
- D. SOCWA consolidated interests in Project Committee Agreements into one legal entity with ownership of various wastewater treatment and reclamation facilities and responsibility for operations, maintenance, administration and capital improvements for such facilities. Each participating member agency or party in SOCWA was recognized as holding allocated shares of capacity, with attendant rights and obligations under the Project Committee Agreements.
- E. As a member agency of SOCWA, the City is a participant in certain agreements more particularly described in Exhibit "A" to this Agreement (the "**Project Agreements**") which establish capacity rights and obligations for specific wastewater facilities, interests in certain operational permits, and other rights and obligations related to specific projects.
- F. SMWD is also a participant in all of the City Project Agreements, and the City desires to assign all of its rights, title, interests, duties responsibilities and obligation in the Project

Agreements to SMWD and SMWD desires to accept such assignment to effectuate the annexation of the City's Utilities System to SMWD, with such assignment and acceptance to be effective as of the Annexation Effective Date (as defined in the Annexation Agreement).

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

**AGREEMENT**

**1. Recitals.**

The recitals above are hereby incorporated in and made a part of this Agreement.

**2. Assignment and Acceptance.**

As of the Annexation Effective Date, the Assignor, does unconditionally assign and transfer to the Assignee without recourse, all of its rights, title, interest, duties and obligations under the Project Agreements and all rights, title, interests, duties and obligations held by Assignor arising from participation in any SOCWA project committees (including but not limited to such rights, title and interests relating to any personal or real property) and the Assignee unconditionally accepts all of the Assignor's rights, title, interest, duties and obligations under the Project Agreements and all rights, title interests, duties and obligations held by Assignor arising from participation in any SOCWA project committees (including but not limited to such rights title and interests relating to any personal or real property).

**3. Representations and Warranties.**

The Parties represent and warrant that the execution, delivery and performance of this Agreement have been duly authorized by their respective governing boards by all necessary action.

The Parties represent and warrant that, as of the date of this Agreement, there is no claim, action or proceeding pending and notice of which has been received by such party, or to the knowledge of such party, threatened against such party before any court, arbitrator or governmental agency or regulatory or administrative agency or commission challenging the validity, enforceability or legality of this Agreement.

**4. Assumption of Post-Transfer Liabilities.**

From and after the Annexation Effective Date, Assignee shall be responsible for all obligations, claims, demands, actions, causes of action, liabilities, losses, costs, damages and expenses (of any nature whatsoever, in law or equity, known or unknown, foreseen or unforeseen, contingent or non-contingent), in any way related to or in any way arising out of or in connection with the Project Agreements, unless such obligations, claims, demands, actions, causes of action, liabilities, losses, costs, and damages or expenses both: (i) arose prior to the Annexation Effective Date, and (ii) are covered under Assignor's risk pool insurance (hereinafter "SOCWA Projects Post-Transfer Liabilities"). Assignee further agrees that from and after the Annexation Effective Date, Assignee

shall pay Assignor's applicable share of costs and expenses associated with Assignor's membership in SOCWA that are not attributable to a particular Project Agreement (including, without limitation, costs and expenses arising from the Assignor's withdrawal of its membership and any costs relating to pension and any other post-retirement benefits), whether such costs or expenses were incurred before, on or after the Annexation Effective Date ("SOCWA Membership Costs").

The intent of the foregoing is for Assignee to assume responsibility for all SOCWA Projects Post-Transfer Liabilities and not expand any liability of Assignee that would not have been the Assignor's liability during its participation in the Project Agreements.

#### **5. SOCWA Membership and Governance.**

Nothing in this Agreement is intended to affect the governance of SOCWA, except upon the Annexation Effective Date the City will cease being a Participating Member Agency, as such term is defined in the SOCWA JPA Agreement, with respect to all SOCWA Projects and related project committees and project agreements. The City shall remain a member of SOCWA until such time as withdrawal of the City occurs in accordance with the SOCWA JPA Agreement or any amendment thereto. The City, while it remains a member of SOCWA, will continue to appoint a director in accordance with the SOCWA JPA Agreement. Pursuant to Section 4 of this Agreement, after the Annexation Effective Date SMWD shall be responsible for all City SOCWA Membership Costs and SOCWA Projects Post-Transfer Liabilities.

#### **6. Indemnification.**

From and after the Annexation Effective Date, Assignee shall defend, with counsel approved by Assignor, indemnify and hold harmless the Assignor from and against (i) all SOCWA Projects Post-Transfer Liabilities; and (ii) all SOCWA Membership Costs. In addition, from and after the dated date of this Agreement, Assignee shall defend, with counsel approved by Assignor, indemnify and hold harmless the Assignor from and against any action or proceeding to attack, review, set aside, enjoin, void or annul this Agreement. Assignee shall also defend, with counsel approved by Assignor, indemnify and hold harmless Assignor's officials, employees and agents for any matter within the scope of the indemnification under this Section 5, to the same extent, and subject to the same limitations, that apply to the Assignor's obligations to defend, indemnify and hold harmless such Assignor officials, employees and agents under California law or applicable Assignor contract with those officials, employees or agents. Assignee shall not seek reimbursement or contribution from the Assignor for any cost, expenses or damages for, or related to, matters within the scope of the indemnification under this Section 5. The protections in favor of Assignor set forth in this Section 5 and in Section 4: (i) shall not be construed in any way to limit the protections in favor of Assignor under the provisions of the Annexation Agreement, and (ii) shall be in addition to the provisions of the Annexation Agreement.

#### **7. Governing Law and Venue.**

The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Venue for any action brought to enforce or interpret this

## EXHIBIT "A"

### PROJECT AGREEMENTS

1. That certain Agreement for Acquisition, Use, Operation, Maintenance and Expansion of Sewage Treatment Plant of City San Juan Capistrano By South East Regional Reclamation Authority for and on Behalf of Project Committee No. 2, dated June 28, 1973, ("PC 2 Agreement"), as amended by that certain Amendment No. 1, dated May 18, 1998, as further amended by that certain Amendment No. 2 dated June 29, 2000, and as supplemented by Addendum 1 to Amendment No. 2 dated October 5, 2006, Addendum 2 to Amendment No. 2 dated May 3, 2007, and Addendum 3 to Amendment No. 2 dated August, 2008.
2. That certain Agreement for Acquisition of Capacity, Construction, Use, Operation, and Maintenance of Outfall Facilities for South East Regional Reclamation Authority for and on Behalf of Project Committee No. 5 dated August 18, 1977, as supplemented by that certain Addendum dated November 10, 1977, and as amended by that certain Amendment No. 1 dated March 10, 1988, as further amended by that certain Amendment No. 2 dated March 14, 1991, as further amended by that certain Amendment No. 3 dated February 7, 2002, as further amended by that certain Amendment No. 4 dated October 5, 2006.
3. That certain Memorandum of Understanding between the South East Regional Reclamation Authority Acting on behalf of Project Committee No. 5 and all Member Agencies relative to the compliance of Capistrano Beach Sanitary District with the Discharge Requirements contained in Amendment No. 1 to Agreement for Acquisition of Capacity, Construction Use, Operation and Maintenance of Outfall Facilities for South East Regional Reclamation Authority dated March 10, 1988, as amended June 13, 1991.
4. That certain Agreement for Application for Waiver of Ocean Discharge Requirements for the South East Regional Reclamation Authority and on Behalf of Project Committee No. 17, dated September 7, 1982.
5. That certain Agreement for Application for Waiver of Ocean Discharge Requirements for the South East Regional Reclamation Authority and on Behalf of Project Committee No. 17, dated October 13, 1983, as amended by that certain Amendment No. 1 dated August 8, 1985, as further amended by that certain Amendment No. 2 dated October 10, 1985.
6. That certain Agreement for Funding of Management of the South East Regional Reclamation Authority Project Committee No. 15, dated November 10, 1982.
7. That certain Agreement for Design, Construction, Use, Operation and Maintenance of Solids Handling and Cogeneration Facilities at the J.B. Latham Regional Wastewater Treatment Plant for and on Behalf of South East Regional Reclamation Authority for and on Behalf of Project Committee No. 16 dated November 10, 1982.

8. That certain Agreement for the Preparation of a Master Plan for the South East Regional Reclamation Authority for and on Behalf of Project Committee No. 12 dated April 14, 1983.
9. That certain Agreement Between South East Regional Reclamation Authority on Behalf of Project Committee No. 19 and Participating Member Agencies of Project Committee No. 19 Relative to Expansion of J.B. Latham Regional Treatment Plant dated November 9, 1983.
10. That certain Agreement regarding Project Committee Nos. 2, 7 and 7-A of the South East Regional Reclamation Authority Relative to Verification of Liquid Treatment and Solids Handling Capacity at the Jay B. Latham Regional Wastewater Treatment Plant dated November 8, 1984, as further amended by that certain Amendment No. 1 dated May 18, 1998, as further amended by that certain Amendment No. 2 dated June 29, 2000, as further supplemented by Addendum 3 to Amendment No. 2 dated August 7, 2008.

**Without limiting the foregoing, "Project Agreements" shall include all agreements, including supplements and amendments thereto, for SOCWA projects for which the City is a participant.**

Agreement shall be brought in the appropriate federal or state court in or nearest to the South Orange County Judicial District, County of Orange.

**8. Cooperation.**

The Parties agree to execute such other and further documents, assignments and instruments and to take such other actions as are or may become necessary or convenient to carry out this Agreement.

**9. Authority.**

Each of the individuals executing this Agreement verifies that each of them has the authority to enter into this Agreement, that the necessary resolutions or approvals of the governing bodies of the City or SMWD, as applicable, have been passed or obtained, and that this Agreement shall be binding on the party for whom each of them is signing.

**10. Partial Invalidity.**

If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of any Party shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Parties hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**11. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**SANTA MARGARITA WATER DISTRICT,**  
a California Water District

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



Its: General Manager

Date: August 23, 2021

ATTEST: Tracy Kucharsky  
Santa Margarita Water District Secretary

APPROVED AS TO FORM:

Samuel L. Wong  
Sloan Sakai Yeung & Wong LLP,  
Santa Margarita Water District Special Counsel

CITY OF SAN JUAN CAPISTRANO,  
a municipality  
By: [Signature]  
Its: City Manager  
Date: 7-27-21

ATTEST: [Signature]  
City of San Juan Capistrano City Clerk

APPROVED AS TO FORM:  
[Signature]  
Richards, Watson & Gershon, A Professional Corporation,  
City of San Juan Capistrano Special Counsel

## **IRWD Withdrawal from SOCWA**

### **Term Sheet**

Version dated March 8, 2022

1. IRWD will assign its capacity in Reaches B through E of the Effluent Transmission Main (PC 21) and the Aliso Creek Ocean Outfall (PC 24) to El Toro Water District.
2. IRWD will continue to be governed by SOCWA's Pre-Treatment Rules/Regulations which will be managed through El Toro Water District.
3. IRWD will withdraw from SOCWA and will no longer be a member of the Joint Powers Authority.  
(Note: IRWD's current participation is in PCs 8, 21 and 24. IRWD previously withdrew from PC 12 and still pays for unfunded pension liability.)
4. IRWD will not have a representative on the SOCWA Board.
5. IRWD will fund its past and future portion of the public pension liability through El Toro Water District as billed from SOCWA for PCs 8, 12, 21 and 24.
6. After its withdrawal from SOCWA, IRWD will not be responsible to SOCWA for liabilities or claims relating to facilities operated by SOCWA that arise on or after the withdrawal date.

## IRWD-SOCWA Capacity Transfer & Withdrawal Agreement

This IRWD-SOCWA Capacity Transfer & Withdrawal Agreement (“**Agreement**”) is effective as of \_\_\_\_\_, 2022 (“**Effective Date**”) and is between Irvine Ranch Water District (“**IRWD**”), El Toro Water District (“**El Toro**”), and the South Orange County Wastewater Authority (“**SOCWA**”). The signatories to this Agreement are each referred to as a “**Party**,” and together as the “**Parties**.”

A. Overview. The *Joint Exercise of Powers Agreement Creating South Orange County Wastewater Authority* (“**SOCWA**”) dated July 1, 2001 (the “**Joint Powers Agreement**”) created a joint powers agency made up of several water purveyors and/or wastewater service providers within the San Juan Creek and/or Aliso Creek watershed. The current members of SOCWA are City of Laguna Beach, the City of San Clemente, the City of San Juan Capistrano/Capistrano Valley Water District, El Toro, Emerald Bay Services District, IRWD, Moulton Niguel Water District, Santa Margarita Water District, South Coast Water District, and Trabuco Canyon Water District (collectively, the “**Member Agencies**”). SOCWA owns and operates wastewater treatment facilities, transmission mains, and outfalls on behalf of its Member Agencies.

B. IRWD Project Committees. Where a SOCWA project or facility involves less than all of the SOCWA's member agencies, the affected member agencies form a “**Project Committee**” (or “**PC**”) that is responsible for the construction, operation, and maintenance of that facility. IRWD is currently a member of PC 8 (Pretreatment Program), PC 21 (Effluent Transmission Main), and PC 24 (Aliso Creek Ocean Outfall), and a former member of PC 12 (Water Reclamation Permits). El Toro is also a member of these four PCs, among others.

C. IRWD Withdrawal from SOCWA. IRWD has determined that it could achieve efficiencies with respect to its participation in and use of SOCWA's programs and facilities by assigning its interests in SOCWA to El Toro, withdrawing from SOCWA, and contracting directly with El Toro for use of capacity in the Effluent Transmission Main and Aliso Creek Ocean Outfall.

D. Project Committee 8 (Pretreatment Program). SOCWA's Project Committee 8 (“**PC 8**”) manages SOCWA's Pretreatment Program, including NPDES permits, for its facilities including the Effluent Transmission Main and Aliso Creek Ocean Outfall. IRWD, as successor to the Los Alisos Water District, and SOCWA, as the successor to the Aliso Water Management Agency (“**AWMA**”), are parties to the 1994 *Interagency Agreement Between the Aliso Water Management Agency (AWMA) and the Los Alisos Water District (LAWD) Facilitating the Pretreatment Program and Contracting With AWMA To Operate The Los Alisos Pretreatment Program* (the “**Interagency Agreement**”), attached as Exhibit 1, that provides for joint administration and enforcement of an industrial pretreatment program designed to ensure compliance with NPDES and other regulatory requirements in connection with IRWD's use of the Effluent Transmission Main and Aliso Creek Ocean Outfall. In compliance with federal and state law, IRWD intends to continue to fulfill its duties relating to pretreatment, including the adoption and enforcement of a Pretreatment Ordinance, consistent with SOCWA's pretreatment program and the Interagency Agreement.

E. Project Committee 12 (Water Reclamation Permits). IRWD is a former member of PC 12, which handles recycled water permitting. IRWD withdrew from PC 12 in 2018, and

although it is no longer a member, IRWD has continuing unfunded actuarial liability arising out of unfunded pension obligations ("**UAL**") and other post-employment employment benefits ("**OPEB**") obligations.

F. Project Committee 21 (Effluent Transmission Main). IRWD, El Toro and Moulton Niguel (together, the "**PC 21 Member Agencies**") are the participating Member Agencies of Project Committee 21 ("**PC 21**") (originally established as Project Committee No. 2), which governs Reaches B, C, D, and E of the Effluent Transmission Main (the "**Effluent Transmission Main**"). The Parties (or their predecessors) are signatories to the *Agreement for Design, Construction, Use, Operation, Maintenance, Repair and Replacement of Aliso Creek Interceptor Sewer and Pumping Stations for Aliso Water Management Agency For and On Behalf of Project Committee No. 2*, dated January 22, 1975, as amended on October 7, 1999; October 2, 2003; and May 19, 2005; as well as the *Memorandum of Understanding Regarding Allocation of Costs, Grant Funds, and the Use of Facilities Funded by Project Committee No. 2* (together, the "**PC 2/21 Agreement**"). Pursuant to the terms of the PC 2/21 Agreement, the Participating Members (as defined in those agreements) collaborated with AWMA to design, construct, operate, and maintain the Effluent Transmission Main. The AWMA was a joint powers agency established for the purpose of constructing a regional program for wastewater collection, treatment, and disposal. It was consolidated with two other regional water joint powers authorities to form SOCWA in 2001.

G. PC 21 Facility Usage Allocations. SOCWA's Effluent Transmission Main is segmented into 4 reaches, known as Reaches B, C, D and E. Pursuant to the PC 2/21 Agreements, in Reaches B, C, and D, IRWD and El Toro each maintain 50% capacity allocation. In Reach E, IRWD and El Toro each maintain a 23.29% capacity allocation, and Moulton Niguel maintains 53.42% capacity allocation. In addition to the capacity allocation, the PC 2/21 Agreement's Amendment No. 3 provides the terms and conditions under which IRWD may discharge its Shallow Groundwater Unit Effluent (SGU Effluent) and Reverse Osmosis Brine Discharge (RO Brine Discharge) from the Irvine Desalter Project Potable Treatment Plant into the Effluent Transmission Main.

H. Project Committee 24 (Aliso Creek Ocean Outfall). IRWD, El Toro, Moulton Niguel, South Coast, Laguna Beach, and Emerald Bay (together, the "**PC 24 Member Agencies**") are the participating Member Agencies of Project Committee 24 ("**PC 24**") (originally established as Project Committee No. 11-A), which governs the Aliso Creek Ocean Outfall.. The PC 24 Participating Members are signatories to the *Agreement for Acquisition of Capacity Construction, Use, Operation, and Maintenance of Outfall Facilities For Aliso Water Management Agency and For Such Agency On Behalf of Project Committee No. 11-A*, dated September 24, 1976, and subsequently amended five times between November 1976 and June, 1996 (the "**PC 24 Agreement**"). The PC 24 Agreement governed the financing, construction, operation, and maintenance of the Aliso Creek Ocean Outfall, as well as set capacity and use restrictions for each Participating Member Agency in PC 24.

I. PC 24 Facility Capacity Allocations. Pursuant to the PC 24 Agreement and the agreement of the PC 24 Member Agencies, the current capacity allocations in the Aliso Creek Ocean Outfall are as follows:

IRWD	15.76%
El Toro	16.30%

Moulton Niguel	43.85%
South Coast	12.31%
Laguna Beach	11.00%
Emerald Bay	0.78%

J. **Purpose.** The Parties intend by this Agreement to provide for: IRWD's assignment of its rights and duties in SOCWA and its facilities to El Toro; IRWD's payment of all UAL/OPEB liabilities associated with IRWD's historic membership in SOCWA; IRWD's concurrent withdrawal as a member agency from SOCWA; and confirmation of IRWD's continued participation in the Interagency Agreement relating to the NPDES permit and related pre-treatment program requirements.

The Parties therefore agree as follows:

1. **Assignment and Acceptance of Capacity Interests.** IRWD hereby assigns to El Toro and El Toro hereby accepts all of IRWD's capacity interests in SOCWA facilities including specifically the interests in the Effluent Transmission Main and Aliso Creek Ocean Outfall described above, and all rights and obligations pursuant to the PC 2/21 and PC 24 Agreements. Concurrently with this Agreement, IRWD and El Toro are entering into a *Joint Facilities Management Agreement* setting forth the terms under which IRWD will contract with El Toro for the right to continue to discharge into these facilities. The resulting capacity allocations within the Effluent Transmission Main and the Aliso Creek Ocean Outfall, effective as of the Effective Date, are as follows:

<b>Effluent Transmission Main (PC 2/21) Capacity Allocation Following Assignment</b>		
Reaches B, C, D	El Toro	100%
Reach E	El Toro	46.58%
	Moulton Niguel	53.42%

<b>Aliso Creek Ocean Outfall (PC 24) Capacity Allocation Following Assignment</b>	
El Toro	32.06%
Moulton Niguel	43.85%
South Coast	12.31%
Laguna Beach	11.00%
Emerald Bay	0.78%

2. **Withdrawal.** As of the Effective Date, IRWD is no longer a member of SOCWA and therefore no longer a member of the SOCWA Board of Directors, Project Committees 8, 21 and 24, or any other committee. Pursuant to the terms of this Agreement, El Toro will assume all of IRWD's rights and duties in connection with SOCWA and its Project Committees (including the right to discharge SGU Effluent and RO Brine Discharge into the Effluent Transmission Main and Aliso Creek Ocean Outfall) and UAL/OPEB obligations, except for compliance with the Interagency Agreement.

3. **Effect on SOCWA Board Membership.** El Toro will not obtain an additional seat on the SOCWA Board of Directors or any Project Committee as a result of this assignment and assumption; the number of directors on the SOCWA Board of Directors will be reduced by one director as a result of IRWD's withdrawal.

4. **UAL/OPEB Liability.** IRWD acknowledges its responsibility to pay SOCWA for IRWD's proportional share of any UAL/OPEB arising out of IRWD's participation in SOCWA, including its historical participation in PC 8, 12, 21, and 24. IRWD hereby assigns and El Toro hereby accepts IRWD's share of UAL/OPEB liability.

5. **Permitting and Pretreatment.** IRWD will continue to be a party to the Interagency Agreement and will continue to be governed by SOCWA's pre-treatment rules and regulations. SOCWA shall allocate to El Toro all costs associated with IRWD's share of the costs related to the Interagency Agreement.

6. **Costs.** After the Effective Date, IRWD will not have any responsibility to contribute toward any operational, maintenance, capital, or administrative costs incurred by SOCWA or its Member Agencies, except as provided in the *Joint Facilities Management Agreement*.

7. **Liability; Indemnity.** Except for IRWD's satisfaction of its obligations under the Interagency Agreement, SOCWA and its member agencies hereby release IRWD from any and all claims, legal, regulatory, enforcement, or administrative actions ("Claims") and shall indemnify, defend, and hold harmless IRWD from any Claims arising out of or relating to the debts, liabilities, operations, obligations, or facilities owned or operated by SOCWA or any of its Project Committees that arise on or after the Effective Date.

8. **Effect on Prior Rights.** The terms of this Agreement govern the Parties and supersede all contrary terms in prior agreements between the Parties, including but not limited to the Joint Powers Agreement.

9. **Miscellaneous.**

9.1 *Integration, Amendment.* This Agreement represents the entire understanding of the Parties as to their interests and obligations relating to: IRWD's assignment of its capacity rights in all SOCWA facilities to El Toro; IRWD's payment of all unfunded pension liabilities associated with IRWD's membership in SOCWA; IRWD's concurrent withdrawal as a member agency from SOCWA; and confirmation of IRWD's continued participation in the Interagency Agreement relating to the NPDES permit and related pre-treatment program requirements. To the extent that it contradicts or varies from this Agreement, no prior oral or written understanding will be of any force or effect with respect to the matters covered by this Agreement. As to IRWD and El Toro only, this Agreement shall be interpreted together with the *Joint Facilities Management Agreement*. This Agreement cannot be modified except in a writing approved and executed by all applicable Parties.

9.2 *Governing Law.* This Agreement is governed by the laws of the State of California and will be construed as if drafted by all Parties.

9.3 *Third Parties.* This Agreement does not create any third-party beneficiary or any rights in any person or party other than the Parties.

9.4 *Signing Authority.* Each Party represents and warrants that each person or persons executing this Agreement on its behalf is duly authorized to do so by the respective Party and that this Agreement binds the Parties.

9.5 *Notices.* Any written notice required by this Agreement must be made by U.S. mail or by reliable overnight courier and delivered to the following address, together with a courtesy copy by email:

To IRWD: Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618  
Attn: General Manager/Paul A. Cook  
(949) 453-5300  
cc by email to cook@irwd.com

With a Courtesy Copy by email to: burton@irwd.com

To El Toro: El Toro Water District  
24251 Los Alisos Blvd.  
Lake Forest, CA 92630

Attn: [ ]

With a Courtesy Copy by email to: \_\_\_\_\_

To SOCWA: South Orange County Wastewater Authority  
34156 Del Obispo Street  
Dana Point CA 92629

Attn: [ ]

With a Courtesy Copy by email to: \_\_\_\_\_

Any Party may, by written notice to the others, designate a different address or addressee, which will be substituted immediately for that specified above.

9.6 *Severability.* If any provision of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been set forth, and the remainder will be enforceable to the fullest extent permitted by law to effectuate the original intent of the Parties.

9.7 *Successors & Assigns.* The terms of this Agreement are binding upon and will inure to the benefit of and be enforceable by the respective successors and assigns of the Parties.

9.8 *Counterparts*. This Agreement may be executed in counterparts, each of which is an original, but all of which together will constitute one and the same instrument.

The Parties are signing this Agreement as of the Effective Date.

**IRVINE RANCH WATER DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul A. Cook, General Manager

Approved as to Form:  
Hanson Bridgett, LLP

By: \_\_\_\_\_  
District Counsel

**EL TORO WATER DISTRICT**

Dated: \_\_\_\_\_

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

Approved as to Form:

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

**SOUTH ORANGE COUNTY WASTEWATER  
AUTHORITY**

Dated: \_\_\_\_\_

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

Approved as to Form:

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

The following Member Agencies of SOCWA consent to this Agreement:

**City of Laguna Beach**

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

**City of San Clemente**

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

**City of San Juan Capistrano/ Capistrano Valley Water District**

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

**El Toro Water District**

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

**Emerald Bay Services District**

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

**Moulton Niguel Water District**

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

**Santa Margarita Water District**

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

**South Coast Water District**

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

**Trabuco Canyon Water District**

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

Exhibit 1

INTERAGENCY AGREEMENT  
BETWEEN  
THE ALISO WATER MANAGEMENT AGENCY (AWMA)  
AND  
THE LOS ALISOS WATER DISTRICT (LAWD)  
FACILITATING THE PRETREATMENT PROGRAM  
AND CONTRACTING WITH AWMA TO OPERATE  
THE LOS ALISOS PRETREATMENT PROGRAM

**WHEREAS**, an agreement was entered into on March 1, 1972 creating the Aliso Water Management Agency (hereafter called AWMA), a Joint Powers Authority, for the purpose of acquiring, owning, constructing, and operating and maintaining regional wastewater treatment and disposal facilities, by and between the Los Alisos Water District (hereafter called LAWD), the El toro Water District, the Moulton Niguel Water District, the South Coast Water District, the City of Laguna Beach, the Emerald Bay Service District, and the Irvine Ranch Water District; and

**WHEREAS**, the Federal Pollution Control Act of 1972, the Clean Water Act of 1977 and amendments, the federal general Pretreatment Regulations (40 CFR 402) of 1978 and amendments, the California Code of Regulations (Title 23 Subchapter 9) and the National Pollution Discharge Elimination System (NPDES) permit for the AWMA Ocean Outfall require that AWMA service area have an industrial pretreatment program that complies with all federal and state regulations; and

**WHEREAS**, on September 12, 1982, the AWMA member agencies approved the adoption of the Aliso Water Management Agency Industrial Waste Ordinance, which established and defined the AWMA Pretreatment Program, and

**WHEREAS**, on December 1, 1982, the Environmental Protection Agency approved the AWMA Pretreatment Program; and

**WHEREAS**, during March 1989 the State of California, Regional Quality Control Board, San Diego Region, in coordination with the Environmental Protection Agency, Region IX, conducted an audit of the AWMA Pretreatment Program and found deficiencies therein; and

**WHEREAS**, the parties hereto in order to correct said deficiencies adopted an ordinance Establishing Regulations for the Discharge of Wastewater to Facilities of the Los Alisos Water District, (hereafter "Pretreatment Ordinance") which established the rules and regulations for discharge of industrial wastewaters to the LAWD, and

**WHEREAS**, the Pretreatment Ordinance provides for AWMA to, upon request by the member agency, administer and operate that member agency's program; and

**WHEREAS**, LAWD desires to have AWMA administer and operate their pretreatment program; and

**NOW THEREFOR**, the parties hereto agree to the following:

## **Section 1. Authority**

1. As required by 40 CFR 403.8, AWMA has responsibility for overseeing the conduct of the requirements of the Pretreatment Ordinance within the area tributary to the AWMA Ocean Outfall. To accomplish this responsibility, AWMA will provide oversight services to LAWD, such that AWMA can be confident that the Pretreatment Ordinance and related rules and regulation are being enforced by LAWD.

## **Section 2. Services to be Provided by AWMA**

1. AWMA will provide the following services to LAWD when overseeing the LAWD Pretreatment Program:
  - 1) Development and approval of Industrial Waste Regulations. AWMA will develop Industrial Waste Regulations consistent with applicable federal and state laws. AWMA will cause to have such regulations reviewed and approved by LAWD, the Regional Water Quality Control Board, the State Water Resources Control Board and the Environmental Protection Agency.
  - 2) Standardization of Industrial Waste Program. AWMA will develop uniform procedures and forms for use in the LAWD program. AWMA will supply LAWD with a procedure manual that will define the interface between the Agencies and the oversight responsibilities of AWMA.
  - 3) Industrial User Database. AWMA will compile LAWD supplied information on industrial users in LAWD's service area into a master database. Such information will be kept updated as information is received from LAWD.
  - 4) Local Limits Development. AWMA will perform, conduct or contract for services necessary to determine the local limits for LAWD's share of capacity rights in AWMA facilities.
  - 5) General Oversight. AWMA will perform general oversight duties related to a) reviewing, numbering and signing industrial waste permits, b) reviewing monitoring and periodic reports, c) conducting regular meetings with LAWD staff to ascertain program status, d) reporting to regulatory agencies regarding LAWD's general compliance with pretreatment regulation, and e) periodically auditing LAWD and selected industrial discharges on their compliance with the program.
  - 6) Central Files and Computerized Reporting. AWMA will develop and maintain centralized files containing records of all AWMA member agency programs.

2. Administration and operation of LAWD's Pretreatment Program.

1) Pretreatment Program Audit. AWMA shall complete the work required to comply with the inadequacies noted in the Pretreatment Program Audit issued by the San Diego Regional Water Quality Control Board.

2) Program Administration. AWMA shall provide general administrative, managerial, oversight and clerical services to LAWD in order to effectively and consistently conduct the LAWD Pretreatment Program.

3) Permit Services. LAWD will transmit to AWMA each application for an industrial waste permit submitted to LAWD. AWMA staff will review the application, and if appropriate, recommend joint issuance of a permit and permit conditions.

4) Inspection and Monitoring Services. AWMA will take such samples and conduct such monitoring and inspections as is necessary to fulfill the requirements of the Pretreatment Ordinance. For those monitoring services that are to be billed to a permit holder, AWMA will submit a accounting of costs to LAWD who shall then bill the permit holder.

5) Reporting Services. AWMA shall prepare all reports necessary to comply with requirements of the Pretreatment Ordinance. AWMA shall also review and approve the reports submitted by permit holders to comply with their permit requirements.

6) Enforcement Services. Under the direction of LAWD, AWMA will enforce the provisions of the Pretreatment Ordinance. Such services shall include but not be limited to: interpreting regulations regarding violations of the Pretreatment Ordinance, drafting correspondence to violators, holding meeting with violators, inspecting and monitoring violators for compliance, and assisting with litigation.

**Section 3. Services to be Provided by LAWD**

1. Agency Representative. LAWD will provide an authorized staff member to interface with AWMA staff on pretreatment program issues. Such representation will be of sufficient rank to make commitments and decisions within the scope of the Pretreatment Ordinance, on behalf of LAWD.

2. Treatment Plant Analyses. LAWD will provide, on a quarterly basis, a full analyses of the influent, effluent, and sludge flows/tonnage from their treatment plant in accordance with requirements of the Pretreatment Ordinance. Such analyses will include NPDES permit parameters, EPA pollutants of concern, and RCRA Appendix 9 scans.

3. Data Management. LAWD shall provide to AWMA copies of permit applications and correspondence relating to pretreatment program issues generated or received by LAWD.

#### **Section 4. Responsibilities of AWMA**

1. AWMA shall perform the duties specified in the agreement in a timely, efficient and consistent manner. In the performance of these services, AWMA warrants that it shall not proceed to take any constructive, corrective or enforcement action without first obtaining the approval of the responsible representative of LAWD.
2. In the event that LAWD is unable or unwilling to enforce the Pretreatment Ordinance, this agreement or any other related document concerning the type and condition of sewage and wastes discharged to the AWMA sewage system, AWMA has the responsibility to take such action as is necessary to enforce such documents.

#### **Section 5. Responsibilities of LAWD.**

1. LAWD shall adopt and enforce ordinances, resolutions, and rules and regulations concerning the type and condition of sewage and waste permitted to be discharged into the sewers under their control. They shall prohibit persons and users of every kind and nature (including public agencies of all types) from discharging any sewage or wastes which would be detrimental to any part of the AWMA sewage transmission, treatment or disposal facilities. Such rules, regulations and ordinances shall not conflict with the rules, regulations and ordinances adopted by AWMA.

#### **Section 6. Budget**

1. By April 1 of each year, AWMA shall prepare an estimated budget detailing the costs to perform the services listed herein and submit said budget to LAWD. Upon review and approval of said budget by the parties hereto, LAWD shall be invoiced on a semi-annual basis for the amounts stated in the budgets.
2. AWMA staff shall keep detailed records of actual costs incurred, and such costs shall be applied to LAWD's contribution. Upon the conclusion of the fiscal year, the funds shall be audited and any excess funds shall be refunded to LAWD or applied to their next year's costs, at LAWD's option. Any deficit funding shall be invoiced separately or shall be included in the first invoice for the next fiscal year, at LAWD's option.

**Section 7. Arbitration.**

1. Any controversy or claim between the parties to this Agreement, arising out of this Agreement, shall be determined by Arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to the other party.

Within twenty (20) days of the service of initial demand for arbitration, the American Arbitration Association (hereafter referred to as "AAA") shall submit to all parties a list of names of persons experienced in the field of industrial waste pretreatment regulations, wastewater disposal or on the alternative, public law.

Each party shall have seven (7) days from the mailing date to indicate the order of its preference and return the list to the AAA. If a party does not return the list, then all persons named shall be deemed acceptable. From among the persons approved by both parties, the AAA shall invite three persons to constitute an arbitration panel.

The panel of arbitrators shall determine the rights of the parties in accordance with the law, and the award shall be subject to review as to the panel's application of the law by the court having jurisdiction. As to questions of fact, however, the panel's decision shall be binding upon all parties and shall be final.

The panel, in their discretion, as part of the arbitration award, may impose upon any one party or allocate among the parties the liability for all the arbitration fees and expenses. In the event the panel fails to provide for the allocation of these costs, the fees shall be divided equally between the parties and the expenses shall be borne by the party incurring them.

**Section 8. Attorney's Fees.**

- 1) In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any other costs and relief, be entitled to its reasonable attorney's fees.

**Section 9. Termination.**

- 1) Either party hereto shall have the right to terminate this agreement with six (6) months notice to the other party, or four (4) months notice prior to the start of a new fiscal year.

**Section 10. Governing Law.**

- 1) The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

**Section 11. Effective Date.**

- 1) This Agreement shall become effective on the day of adoption of such Agreement by the last of the governing bodies of the parties to so act.

**ALISO WATER MANAGEMENT AGENCY**

Approved as to Form:

Patricia B. Ginn  
Attorney for AWMA

Dated 9-1-94

By Herbert Reyes  
Chairman

By John P. Bol  
Secretary

**LOS ALISOS WATER DISTRICT**

Approved as to Form:

Don  
Attorney for LAWD

Dated August 10, 1994

By Jay C. Palmer  
Chairman

By E.T. McFadden  
Secretary

## AGENDA ITEM 6.D.

**MEMORANDUM**DEL MAR HEIGHTS  
LAS VEGAS  
ORANGE COUNTY  
PHOENIX  
SAN DIEGO  
SILICON VALLEY

**TO:** Board of Directors  
South Orange County Wastewater Authority

**FILE NO:** 126694/00000001

**FROM:** Adriana R. Ochoa, General Counsel

**CC:** Betty Burnett, General Manager

**DATE:** March 31, 2022

**RE:** Update re All-Hands Meeting and City of San Juan Capistrano's Proposed Withdrawal

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All-Hands Meeting

The SOCWA Board and SOCWA Member Agency General Counsel and General Managers met on March 11, 2022, to listen to a presentation by the Ad Hoc Committee relating to SOCWA's future and to discuss Irvine Ranch Water District and City of San Juan Capistrano's proposed withdrawals from SOCWA. IRWD circulated a proposed withdrawal agreement which should be presented to each Member Agency and their General Counsel for review and comment.

Follow Up Items

The following legal questions were discussed at the All-Hands Meeting:

1. Can IRWD and/or CSJC assign their rights, interests and obligations to another SOCWA Member Agency and then present 120 days' notice of withdrawal under Section 12.3 of the Joint Powers Agreement in order to properly affect withdrawal?
  - a. Is there a meaningful distinction between a contractual assignment, and an assignment that occurs concurrent with (or as a result of) a LAFCO reorganization that assigns interests from one SOCWA Member Agency to another SOCWA Member Agency, that would affect the answer to this question?

If the answer to question no. 1 above is no, then IRWD and/or CSJC need a written agreement approved by all Member Agencies in order to properly withdraw from SOCWA.

No instruction was given to SOCWA’s legal counsel to investigate the answer to these questions, but we do believe it would be prudent to research these issues and provide an opinion on the matter. We seek direction from the Board in this regard. We may discuss the prospective ramifications of these questions on SOCWA at the April 7, 2022 Board meeting in greater detail if the Board so desires.

Unless directed otherwise, our office will await instruction from the Board and the Ad Hoc Committee with regard to scheduling a follow-up all hands meeting to discuss these matters and next steps with respect to revising the Joint Powers Agreement.

#### City of San Juan Capistrano Proposed Withdrawal

On October 7, 2021, Santa Margarita Water District sent SOCWA General Manager and General Counsel notice of LAFCO’s approval of the City of San Juan Capistrano’s transfer of its assets, rights and obligations in SOCWA to SMWD. On March 18, 2022, SMWD and CSJC sent a letter to all Member Agencies indicating its plans to withdraw effective June 30, 2022. In response to this letter, SOCWA staff has requested guidance from our office regarding whether it has an obligation to prepare the 2022-23 budget without CSJC’s participation as a Member Agency.

SOCWA JPA, Section 12.3 (Withdrawal) states, “Any Member Agency may withdraw from the Authority effective on the last day of a specified Fiscal Year by giving each of the Member Agencies written notice on hundred and twenty (120) days prior to the end of a Fiscal Year which Fiscal Year shall be specified in said notice; provided, however, in the event the withdrawing Member Agency has any rights in any Project facility, or obligations to the Authority, said Member cannot sell, lease or transfer said rights or be relieved of its obligations, except its obligation to pay its share of operation and maintenance costs directly related to the use of the Project facilities, without the execution of a written agreement executed by it and all the Member Agencies affected by such withdrawal...”

The October 7 letter did not give notice of withdrawal under the Joint Powers Agreement and it was not sent to all Member Agencies. The March 18 letter was not timely as it did not give each Member Agency written notice of withdrawal 120 days prior to June 30, 2022. Because neither letter adhered to the terms of the Joint Powers Agreement, our recommendation to SOCWA staff is to continue preparing the 2022-23 budget with CSJC as a Member Agency.

Of course, CSJC can withdraw effective June 30, 2022, if all Member Agencies agree to waive the 120 days’ notice required by Section 12.3 of the JPA, or if all Member Agencies execute a written agreement approving such a withdrawal.

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**TRABUCO CANYON WATER DISTRICT  
REGULAR BOARD MEETING | MAY 19, 2022**

**ACTION CALENDAR**

**LEGISLATIVE AND OTHER MATTERS**

**ITEM 9: LOCAL GOVERNMENTAL AND LEGISLATIVE MATTER(S)**

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Staff may provide information at the time of the meeting.

**RECOMMENDED ACTION:**

*Receive information at the time of the meeting and take action(s) as deemed appropriate*

**CONTACTS (staff responsible): PALUDI**