



**REGULAR BOARD MEETING AGENDA
TRABUCO CANYON WATER DISTRICT
32003 DOVE CANYON DRIVE, TRABUCO CANYON, CALIFORNIA
ADMINISTRATIVE FACILITY
APRIL 18, 2024 AT 5:30 PM**

BOARD OF DIRECTORS

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

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. You may submit public comments by email to the Board at 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 5:00 p.m. (PDT) on the day of the meeting.

CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE

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. 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. Public comments may also be submitted by teleconference during the meeting. Under the requirements of State Law, Directors cannot act 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

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. February 15, 2024 Regular Board Meeting*
- 2. March 21, 2024 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. March 14, 2024*

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. February 2024*

c. *PAYMENT OF BILLS FOR CONSIDERATION*

RECOMMENDED ACTION:

Ratify the payment of bills for consideration, Payroll and Payroll Taxes for March 2024.

ITEM 3: APPROVAL OF EXECUTIVE COMMITTEE MEETING RECAP(S)

RECOMMENDED ACTION:

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

- 1. March 4, 2024*



ACTION CALENDAR

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

ADMINISTRATIVE MATTERS

ITEM 4: 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. March 2024

FINANCIAL MATTERS

ITEM 5: ADOPT RESOLUTION APPROVING INSTALLMENT PURCHASE AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE TRABUCO CANYON PUBLIC FINANCING AUTHORITY

RECOMMENDED ACTION:

Adopt Resolution No. 2024-1330 approving the execution and delivery of an installment purchase agreement between the Trabuco Canyon Water District and the Trabuco Canyon Public Financing Authority for the purpose of refinancing and financing capital projects and authorizing the execution and delivery of certain related documents and certain other matters.

ENGINEERING MATTERS

ITEM 6: LIVE OAK PIPELINE REPLACEMENT

RECOMMENDED ACTION:

Authorize the General Manager to execute a contract for Engineering Design Services for the Live Oak Pipeline Replacement to DRP Engineering, Inc. for a total of \$375,947.

ITEM 7: QUARTERLY CAPITAL IMPROVEMENT PROGRAM (CIP) UPDATE

RECOMMENDED ACTION:

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

LEGISLATIVE AND OTHER MATTERS

ITEM 8: 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

ITEM 9: _____

ITEM 10: _____

GENERAL COUNSEL REPORT

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. 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 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.

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:

May 16, 2024 | June 20, 2024 | July 18, 2024



**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

CONSENT CALENDAR

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

RECOMMENDED ACTION

Approve the minutes of the following Board Meetings:

- 1. February 15, 2024 Regular Board Meeting*
- 2. March 21, 2024 Regular Board Meeting*

CONTACTS (staff responsible): PALUDI/PEREA



MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF TRABUCO CANYON WATER DISTRICT | FEBRUARY 15, 2024

The Regular Meeting of the Board of Directors of the Trabuco Canyon Water District (TCWD or District) conducted on February 15, 2024, was called to order by President Stephen Dopudja at 5:30 p.m. in the Board Room at the District Administrative Facility located at 32003 Dove Canyon Drive, Trabuco Canyon, California. Mr. Michael Perea, District Secretary, transcribed the minutes thereof.

DIRECTORS PRESENT

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

STAFF PRESENT

Fernando Paludi, General Manager
Michael Perea, Assistant General Manager
Lorrie Lausten, District Engineer
Roseann Lejsek, Administration Assistant
Jason Stroud, Maintenance Superintendent
Blake Smith, Wastewater Operations Chief Plant Operator

DISTRICT CONSULTANTS

Claire Collins, District General Legal Counsel - Hanson & Bridgett, LLP
Cindy Byerrum, District Treasurer – Eide Bailly

PUBLIC PRESENT

There were members of the public present.

PLEDGE OF ALLEGIANCE

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

ITEMS TOO LATE TO BE AGENDIZED

None

VISITOR PARTICIPATION

Sue Marucci – Ms. Marucci addressed the Board of Directors with her concerns about the impacts of the District's adopted meter flat charge on customers with meters sized 1 ½" and larger, and she expressed her opinion that this charge is a burden on customers in her community. Ms. Marucci commented that the provided rate notice was convoluted and that she is waiting for a response from the District general legal counsel on this matter.

Director Dopudja indicated that this matter is agendized for discussion, and that Ms. Marucci is welcome to listen to the Board's discussion and comment at that time. Director Dopudja asked Ms. Marucci if she was available for a phone conversation with Ms. Collins the following day, and he requested Ms. Marucci to respect meeting protocol related to public comments.

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | FEBRUARY 15, 2024**

Ms. Collins commented that she would be happy to have a phone conversation with Ms. Marucci the following day.

Director Chadd asked if District general legal counsel has been authorized to speak with District customers directly. Discussion occurred concerning communications with District customers.

ORAL COMMUNICATION

None

DIRECTOR'S COMMENTS

Director Acosta reported on his attendance at the Municipal Water District of Orange County (MWD) Administration/Finance Committee Meeting. Director Acosta reported that he will no longer receive health benefits from TCWD effective March 1, 2024.

Director Safranski reported on his attendance at the South Orange County Agencies Group meeting which provided an update on (1) MET budget proposal and potential funding strategies and (2) planned AMP pipeline shutdown and impacts.

Director Mandich had no comments.

Director Chadd had no comments.

Director Dopudja had no comments.

REPORT FROM THE GENERAL MANAGER

Mr. Paludi reported on the following matters:

- Removal of the following agenda items:
 - Item 12: Consideration of County of Orange Request for Property Rights Related to Trabuco Creek Road Storm Drain Improvement Project – Mr. Paludi reported that the County has notified the District that they are modifying their project plans, and that this matter will be brought back at a later date.
 - Item 14: Staff Presentation Regarding Robinson Ranch Wastewater Treatment Plant Aeration System Improvements – Mr. Paludi reported that Mr. Ulloa is out of the office due to family matters, and that this matter will be brought back at a later date.
- Urban Water Institute (UWI) Conference – Mr. Paludi reported that he will be attending this conference the following week.

CONSENT CALENDAR

President Dopudja 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.

MOTION: Approve the consent calendar as presented – Director Acosta

SECOND: Director Safranski

AYES: Directors Dopudja, Mandich, Acosta, & Safranski

NOES: None

ABSTAIN: Director Chadd

ABSENT: None

MOTION PASSED/FAILED: Passed 4 - 0 – 1 with Director Chadd abstaining.

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | FEBRUARY 15, 2024**

ACTION CALENDAR

ADMINISTRATIVE MATTERS

ITEM 6: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/ATTENDANCE

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

MOTION: Approve the tentative future meetings/attendance items and ratify the Directors' expenses and fees from January 2024 – Director Acosta

SECOND: Director Mandich

AYES: Directors Dopudja, Mandich, Acosta, Chadd & Safranski

NOES: None

ABSTAIN: None

ABSENT: None

MOTION PASSED/FAILED: Passed 5 -0.

ITEM 7: DISTRICT ENERGY EFFICIENCY AD HOC COMMITTEE UPDATE

Mr. Paludi presented this matter for Board consideration. Director Safranski delivered a brief PowerPoint presentation that highlighted the previous month's energy demands, and he reported that the ad hoc committee did not meet in February. Mr. Perea reported (1) the planned facility site visit was cancelled due to the atmospheric river rain events, (2) the California Air Resources Board (CARB) Advanced Clean Fleets reporting is due by April, and (3) the Committee will work in the coming months with the District's Southern California Edison (SCE) account representative to review energy rates and demands.

MOTION: None – Informational item only.

ITEM 8: DECLARATION OF CERTAIN REAL PROPERTY AS SURPLUS LAND

Mr. Paludi presented this matter for Board consideration, and he reported that this matter has been discussed with the District Properties Committee. Mr. Paludi provided excerpts of the presentation delivered to the Committee, and he highlighted the two District-owned real properties that are proposed for declaration of surplus property. Ms. Collins reviewed the surplus property declaration process which includes the adoption of a resolution indicating such and then advertising the properties on the State online exchange for a ninety-day period. Director Mandich indicated that he would abstain from acting on the resolution for the Saddleback Meadows property.

MOTION: Adopt Resolution No. 2024-1326 – Resolution of the Board of Directors of the Trabuco Canyon Water District Declaring Certain of its Land Known as the "Porter Property" to be Surplus Land – Director Chadd

SECOND: Director Acosta

AYES: Directors Dopudja, Mandich, Acosta, Chadd & Safranski

NOES: None

ABSTAIN: None

ABSENT: None

MOTION PASSED/FAILED: Passed 5 -0.

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | FEBRUARY 15, 2024**

MOTION: Adopt Resolution No. 2024-1327 – Resolution of the Board of Directors of the Trabuco Canyon Water District Declaring Certain of its Land Known as the “Saddleback Meadows Property” to be Surplus Land – Director Chadd

SECOND: Director Acosta

AYES: Directors Dopudja, Acosta, Chadd & Safranski

NOES: None

ABSTAIN: Mandich

ABSENT: None

MOTION PASSED/FAILED: Passed 4 – 0 – 1 with Director Mandich abstaining.

FINANCIAL MATTERS

ITEM 9: APPROVAL OF OTHER POST-EMPLOYMENT BENEFITS (OPEB) BIENNIAL VALUATION REPORTING FOR CERBT TRUST FUNDING

Mr. Paludi presented this matter for Board consideration, and he reported that this matter was reviewed with the Finance/Audit Committee. Mr. Perea reported that the District is obligated under the Governmental Accounting Standards Board (GASB) to prepare a biennial actuarial valuation of the District’s Other Post-Employment Benefits (OPEB) in order to comply with GASB 74 & 75. Mr. Perea stated that the District withdrew approximately \$160,000 from the trust last year to cover retired employee benefits and noted that the trust was currently funded at 100% and performing well. Mr. Perea reported that Total Compensation Systems, Inc. prepared the District’s last report in 2022 and that their quoted fee includes a 10% discount.

MOTION: Authorize the General Manager to execute a contract with Total Compensation Systems, Inc. for GASB 74/75 Biennial Annual Valuation Reporting for \$5,400– Director Acosta

SECOND: Director Mandich

AYES: Directors Dopudja, Mandich, Acosta, Chadd & Safranski

NOES: None

ABSTAIN: None

ABSENT: None

MOTION PASSED/FAILED: Passed 5 -0.

ENGINEERING MATTERS

ITEM 10: RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES WITH MCM CONSULTING

Mr. Paludi introduced this matter for Board consideration, and he reported that this matter was reviewed with the Engineering/Operational Committee. Ms. Lausten provided a brief overview of the project, and she reported that the District has received four proposals after publicly bidding the project. Ms. Lausten reviewed a proposal evaluation which compared the costs of each proposer. Ms. Lausten recommended awarding the project to MCM Consulting and the ratification of a professional services agreement. Discussion occurred concerning rising costs for construction management services.

MOTION: Ratify a professional services agreement for the Golf Club SLS Improvements for Construction Management Services with MCM Consulting in the amount of \$246,770, plus a 10% contingency of \$24,677, for a total not-to-exceed amount of \$271,447 – Director Acosta

SECOND: Director Safranski

AYES: Directors Dopudja, Mandich, Acosta, Chadd & Safranski

NOES: None

ABSTAIN: None

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | FEBRUARY 15, 2024**

ABSENT: None

MOTION PASSED/FAILED: Passed 5 -0.

ITEM 11: APPROVAL OF CONTRACT WITH BEAVENS SYSTEMS INCORPORATED FOR ROBINSON RANCH WASTEWATER TREATMENT PLANT COMMUNICATIONS SYSTEM UPGRADE PROJECT

Mr. Paludi introduced this matter for Board consideration, and he reported that this matter was reviewed with the Engineering/Operational Committee. Ms. Lausten provided an overview of the project, and she presented a quote from Beavens Systems Incorporated in the amount of \$277,259.35. Ms. Lausten reported that this project was originally scoped as primarily a fiber-optic conduit installation and budgeted in the CIP for \$130,000, and she added that the scope was necessarily expanded to include the replacement of certain obsolete in-plant SCADA equipment. Mr. Perea provided an overview of how the Wastewater Treatment Plant operates independent from SCADA to ensure consistent facility operations. Discussion occurred concerning the preference for the competitive bidding process as opposed to sole sourcing this contract. Ms. Lausten commented that the scope of the project expanded through the discovery of additional onsite challenges and the impacts of inflation.

MOTION: Authorize the General Manager to execute a contract for the RRWWTP Communication System Upgrade to Beavens Systems Incorporated in the amount of \$277,259.35, plus a 10% contingency of \$27,725, for a total not-to-exceed amount of \$304,984.35 – Director Acosta.

SECOND: Director Safranski

AYES: Directors Dopudja, Mandich, Acosta, Chadd & Safranski

NOES: None

ABSTAIN: None

ABSENT: None

MOTION PASSED/FAILED: Passed 5 -0.

ITEM 13: METER DOWNSIZING PROGRAM UPDATE

Mr. Paludi introduced this matter for Board consideration, and he reported that District staff has prepared and mailed a letter concerning to residential customers with water meters larger than one inch with details on this program. Discussion occurred concerning the program requirements and the impacts of proposition 218 on the rate setting process specifically to fixed rates and charges. Mr. Paludi reported that the District has received seven program applications to date and completed one meter downsizing. Director Chadd expressed his concern with general legal counsel speaking with customers without a staff representative. Discussion occurred concerning specific language in the letter related to the District's approved program requirements. Director Dopudja indicated that this matter does not need to be agendized for further discussion.

MOTION: None – Informational item only.

LEGISLATIVE AND OTHER MATTERS

ITEM 15: LOCAL GOVERNMENTAL AND LEGISLATIVE MATTER(S)

Mr. Paludi provided a handout which summarized Metropolitan Water District's (MET) proposed biennial budget for years 2024-25 and 2025-26, and he reported that the proposed budgets include significant increases due to current supply and demand challenges. Discussion occurred concerning options available to MET; Mr. Paludi reported that MET is considering multiple scenarios, including double-digit increases and/or an increase to the assessed property value taxation rate in its service area. Mr. Paludi added that depending on the final rate adjustments the District can pass through certain increases consistent with the adopted rate study.

MOTION: None – Informational item only.

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | FEBRUARY 15, 2024**

GENERAL COUNSEL REPORT

Ms. Collins provided a brief update on new water rates-related proposed legislation which are due the following day, including the following:

- AB 2257 – Proposes an administrative procedure process for rate protests/objections prior to adoption.
- AB 1827 – Proposes the codification of the use of peaking component for water rate setting.
- SB 1072 – Proposes that refunds associated with rate setting are not allowed.

Discussion occurred concerning the use of peaking in the rate setting process.

OTHER INFORMATION/MATTERS

Mr. Perea acknowledged that Wastewater Chief Plant Operator Blake Smith was in attendance, and he recognized his successful passing and receipt of his Wastewater Treatment Plant Operator Grade IV Certificate from the State Water Resources Control Board.

ADDITIONAL DIRECTORS' COMMENTS

Director Chadd provided the additional comments:

- Community Associations of Rancho (CAR) Group – Director Chadd reported that the District is hosting a CAR Group Home Fire Hardening community meeting later this month.
- Finance/Audit Committee – Director Chadd provided a brief update on the financial discussions at the meeting, including requesting staff to provide an update on the performance of the adopted rates and charges. Director Dopudja confirmed that this action was part of his motion at the Special Board Meeting Public Hearing on June 29, 2023.
- Consent Calendar Abstention Vote – Director Chadd explained the reason for abstaining from voting on the consent calendar matters were directly related to a specific comment in the January 3rd Engineering/Operational Committee Meeting recap as referenced in the recap presented for approval.

Director Dopudja explained that his comment was based on his concerns with capital improvement project expenditures and staff accountability. Director Dopudja indicated that the TCWD Board previously approve a significant SCADA change order of approximately \$150,000 that should have been included in the Capital Improvement Plan. Those concerns were not addressed and the TCWD Board had to take action that night to approve another \$300,000 in changes to the SCADA scope of work. Both items were significant oversights and will result in other projects having to be removed from the approved CIP budget. Director Dopudja indicated the Engineering Committee had also requested and was still waiting for a list of impacted capital projects. Director Dopudja indicated he stood by his comment and felt the TCWD Board should be addressing these recurring issues of missed items, so that internal process improvements can be made.

Director Safranski stressed the importance for providing appropriate context to Director comments in meeting minutes.

Director Acosta commended District staff for their hard work on preparing budgets and completing projects, and he urged them to always improve.

ADJOURNMENT

President Dopudja adjourned the February 15, 2024 Regular Board Meeting at 7:15 p.m.



MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF TRABUCO CANYON WATER DISTRICT | MARCH 21, 2024

The Regular Meeting of the Board of Directors of the Trabuco Canyon Water District (TCWD or District) conducted on March 21, 2024, was called to order by President Stephen Dopudja at 5:32 p.m. in the Board Room at the District Administrative Facility located at 32003 Dove Canyon Drive, Trabuco Canyon, California. Mr. Michael Perea, District Secretary, transcribed the minutes thereof.

DIRECTORS PRESENT

President Stephen Dopudja
Vice President Ed Mandich
Director Glenn Acosta
Director Michael Safranski

DIRECTORS ABSENT

Director Don Chadd

STAFF PRESENT

Fernando Paludi, General Manager
Michael Perea, Assistant General Manager
Lorrie Lausten, District Engineer
Roseann Lejsek, Administration Assistant
Gary Kessler, Maintenance Superintendent
Blake Smith, Wastewater Operations Chief Plant Operator

DISTRICT CONSULTANTS

Claire Collins, District General Legal Counsel - Hanson & Bridgett, LLP

PUBLIC PRESENT

There were members of the public present.

PLEDGE OF ALLEGIANCE

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

ITEMS TOO LATE TO BE AGENDIZED

None

VISITOR PARTICIPATION

None

ORAL COMMUNICATION

Sue Marucci – Ms. Marucci addressed the Board of Directors with her concerns about the adopted rates and charges, specifically the meter flat charge for a two-inch meter versus a one-inch meter. Ms. Marucci also expressed her concerns with the District's Meter Downsizing Program indemnification form, and she inquired about the maintenance of the fire hydrants in her community.

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | MARCH 21, 2024**

Tina McCarthy – Ms. McCarthy contacted the District Secretary by email on March 18, 2024 and requested that her email be read at the March 21, 2024 Regular Board Meeting. District Secretary Mr. Perea read Ms. McCarthy’s email to the Board, in which she expressed her concerns about the District’s rate increases, her increased costs, and requested clarification on the Meter Downsizing Program. Mr. Perea reported that the General Manager responded to Ms. McCarthy’s email.

DIRECTOR’S COMMENTS

Director Mandich reported on his attendance at the following meetings: Independent Special Districts of Orange County (ISDOC), Local Agency Formation Commission of Orange County (OC LAFCO), and the City of RSM City Council meeting.

Director Dopudja reported that the District provided a brief facilities tour with Assemblywoman Kate Sanchez earlier in the month for the purpose of highlighting the District’s services and potential State grant opportunities.

Director Acosta reported on his attendance at the Municipal Water District of Orange County (MWDOC) Administration/Finance Committee Meeting.

Director Safranski had no comments.

REPORT FROM THE GENERAL MANAGER

Mr. Paludi reported on the following matters:

- Trabuco Creek Groundwater Treatment Plant (Wells) – Mr. Paludi reported that operations have started the wells, and production is currently meeting system demands at 800 gallons per minute. Mr. Paludi added that operations experienced certain SCADA programming issues, but that those matters have been mitigated.
- Golf Club Sewer Lift Station – Mr. Paludi reported that the installation of the new onsite surge tank has been completed, and that construction of the second wet well has started.

CONSENT CALENDAR

President Dopudja requested to pull Item 1: February 15, 2024 Regular Board Meeting minutes from the agenda and tabled to the following month in order to allow for his review and comments. Director Acosta brought a motion to have all other matters under the Consent Calendar approved by one motion.

MOTION: Approve the balance of the consent calendar as presented – Director Acosta

SECOND: Director Mandich

AYES: Directors Dopudja, Mandich, Acosta, & Safranski

NOES: None

ABSTAIN: None

ABSENT: Director Chadd

MOTION PASSED/FAILED: Passed 4 - 0 – 1 with Director Chadd absent.

ACTION CALENDAR

ADMINISTRATIVE MATTERS

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

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

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | MARCH 21, 2024**

MOTION: Approve the tentative future meetings/attendance items and ratify the Directors’ expenses and fees from February 2024 – Director Acosta
SECOND: Director Mandich
AYES: Directors Dopudja, Mandich, Acosta & Safranski
NOES: None
ABSTAIN: None
ABSENT: Director Chadd
MOTION PASSED/FAILED: Passed 4 – 0 – 1 with Director Chadd absent.

ITEM 7: SB 1218 (NEWMAN): EMERGENCY WATER SUPPLIES - SUPPORT

Mr. Paludi presented this matter for Board consideration, and he introduced Ms. Christine Compton, Director of Strategic Communications and Advocacy/Deputy General Counsel for Irvine Ranch Water District (IRWD), to provide background information about the bill. Ms. Compton explained that many agencies, including IRWD, have invested in groundwater storage assets so that conservation is not the only tool to balance supply and demand during times of drought and imported water shortages. Ms. Compton added that the state currently only recognizes demand reduction through conservation mandates as a matter of policy in mitigation shortages, and that this bill would recognize emergency water supplies, encourage their development, and support their use during times of shortage. Ms. Compton requested that the Board take a “Support” position on this bill.

MOTION: Adopt a “SUPPORT” position on SB 1218 (Newman) and authorize the General Manager to sign the coalition letter. – Director Safranski
SECOND: Director Mandich
AYES: Directors Dopudja, Mandich, Acosta & Safranski
NOES: None
ABSTAIN: None
ABSENT: Director Chadd
MOTION PASSED/FAILED: Passed 4 – 0 – 1 with Director Chadd absent.

ITEM 6: DISTRICT ENERGY EFFICIENCY AD HOC COMMITTEE UPDATE

Mr. Paludi presented this matter for Board consideration. Director Safranski delivered a brief PowerPoint presentation that compared energy usage in 2022, 2023 and 2024 and presented the official program name and logo that was voted on by employees. Director Safranski reported that the Committee’s next steps are to work in the coming months with the District’s Southern California Edison (SCE) account representative to review energy rates and demands and discuss potential rebate opportunities. Discussion occurred concerning potential opportunities to invest in solar power for certain District facilities.

MOTION: None – Informational item only.

FINANCIAL MATTERS

ITEM 8: ANNUAL UPDATES TO DISTRICT INVESTMENT POLICY

Mr. Paludi presented this matter for Board consideration, and he reported that this matter was reviewed with the Finance/Audit Committee. Mr. Paludi presented the proposed redlines for Board consideration. Ms. Collins stated that the changes to the policy are minimal and include language to establish regular reporting periods by the District Treasurer to the Board and that due to these changes, the policy must be re-adopted.

MOTION: Adopt Resolution No. 2024-1326 – Resolution of the Board of Directors of Trabuco Canyon Water District Adopting and Investment Policy – Director Acosta

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | MARCH 21, 2024**

SECOND: Director Safranski
AYES: Directors Dopudja, Mandich, Acosta & Safranski
NOES: None
ABSTAIN: None
ABSENT: Director Chadd
MOTION PASSED/FAILED: Passed 4 – 0 – 1 with Director Chadd absent.

ITEM 9: MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (MWDOC) FISCAL YEAR 2024-25 2ND DRAFT BUDGET

Mr. Paludi introduced this matter for Board consideration, and he provided an overview of the second version of the proposed budget. Mr. Paludi reported that TCWD will see an overall 3.5% cost increase, and he reviewed the preliminary budgetary assumptions. Mr. Paludi added that the District included a pass-through provision in the recently adopted rates, if necessary. Mr. Paludi stated that the MWDOC Board of Directors is scheduled to adopt their budget in April.

MOTION: None – Informational item only.

ENGINEERING MATTERS

ITEM 10: ADOPT RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO USBR’S WATERSMART PLANNING AND PROJECT DESIGN GRANT PROGRAM FOR THE HARRIS GRADE STORAGE PROJECT

Mr. Paludi introduced this matter for Board consideration, and he reported that this matter was reviewed with the Engineering/Operational Committee. Mr. Paludi reported that historically the United States Bureau of Reclamation (USBR) only offered grand funds for project construction, but that they have recently introduced a grant program for planning and design (The Planning and Design Grant Program). Mr. Paludi added that this new grant category presents an opportunity for the District to apply for federal funding for the design of new domestic water storage at the District’s existing Harris Grade reservoir site. If TCWD is awarded planning and design funds, the District will better position itself for construction funds at a future date.

MOTION: Receive project status update and adopt Resolution No. 2024-1327 – Authorizing the Submittal of an Application for the USBR WaterSMART Planning and Design Grant Program – Director Acosta.
SECOND: Director Mandich
AYES: Directors Dopudja, Mandich, Acosta & Safranski
NOES: None
ABSTAIN: None
ABSENT: Director Chadd
MOTION PASSED/FAILED: Passed 4 – 0 – 1 with Director Chadd absent.

LEGISLATIVE AND OTHER MATTERS

ITEM 11: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS CALL FOR NOMINATIONS – SEAT A

Mr. Paludi introduced this matter for Board consideration, and he reported that CSDA Elections and Bylaws Committee is looking for independent special district board members or their general managers who are interested in leading the direction of the California Special Districts Association for the 2025 – 2027 term. The Board had no nominations at this time.

MOTION: None – Informational item only.

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | MARCH 21, 2024**

ITEM 12: LOCAL GOVERNMENTAL AND LEGISLATIVE MATTER(S)

Mr. Paludi reported that MET is preparing their budget and that overall water rates are expected to increase approximately 13% in 2025 and 8% in 2026, and that the draft budget does not include all the capital improvement projects. Mr. Paludi also reported that MET is proposing to revisit the current hold on increases to the assessed value rate for all property owners system wide that was paused approximately ten years ago which could potentially impact Orange County homeowners with an increase of approximately \$30 per year on their property taxes.

MOTION: None – Informational item only.

GENERAL COUNSEL REPORT

Ms. Collins reported that she is currently tracking the three Proposition 218-related bills, and she stated that the first court cases are being heard regarding the limit on days for challenging rate-setting. Ms. Collins reported that she will be delivering a presentation at the Association of California Water Agencies (ACWA) Spring Conference on this subject.

OTHER INFORMATION/MATTERS

None

ADDITIONAL DIRECTORS' COMMENTS

None

ADJOURNMENT

President Dopudja adjourned the March 21, 2024 Regular Board Meeting at 6:30 p.m.

DRAFT

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

CONSENT CALENDAR

ITEM 2: TREASURER'S REPORT

a. *FINANCE/AUDIT COMMITTEE MEETING*

RECOMMENDED ACTION:

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

1. *March 14, 2024*

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. *February 2024*

c. *PAYMENT OF BILLS FOR CONSIDERATION*

RECOMMENDED ACTION:

Ratify the payment of bills for consideration, Payroll and Payroll Taxes for March 2024.

EXHIBITS:

1. Revenue Report – March 2024
2. Disbursement Report – March 2024
3. Summary of Disbursements – March 2024
4. General Fund Warrant Register – March 2024
5. General Fund Payroll Warrant Register – March 2024

CONTACTS (staff responsible): PEREA/WARNER



TRABUCO CANYON WATER DISTRICT FINANCE/AUDIT COMMITTEE MEETING RECAP | MARCH 14, 2024

DIRECTORS PRESENT

Don Chadd, Committee Chair
Ed Mandich, Committee Member

STAFF PRESENT

Fernando Paludi, General Manager
Michael Perea, Assistant General Manager
Lorrie Lausten, District Engineer
Karen Warner, Principal Accountant
Phil Serpas, SCADA/CMMS Administrator

CONSULTANTS PRESENT

None

PUBLIC PRESENT

None

CALL MEETING TO ORDER

Director Chadd called the March 14, 2024 Finance/Audit Committee Meeting to order at 8:05 a.m.

VISITOR PARTICIPATION

No visitor participation was received.

ORAL COMMUNICATION

No oral communication was received.

COMMITTEE MEMBER COMMENTS

None

REPORT FROM THE GENERAL MANAGER

None

ITEM 1: FINANCE/AUDIT COMMITTEE MEETING RECAP

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

MOTION: Approve the Finance/Audit Committee Meeting Recap and recommended that the Board receive and file the same as amended (Consent Calendar) – Director Chadd

SECOND: District Secretary Mr. Perea

AYES: Director Chadd & Mr. Perea

NOES: None

ABSTAIN: None

MOTION PASSED/FAILED: Passed 2-0

**TRABUCO CANYON WATER DISTRICT
FINANCE AUDIT COMMITTEE MEETING RECAP | MARCH 14, 2024**

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

Mr. Paludi presented the Directors' Fees and Expenses Report and Tentative Future Meetings/Attendance Report for Committee consideration and review.

- MOTION:** Recommend the Board of Directors ratify the Directors' fees and expenses for February 2024 and tentative future meetings/attendance as amended (Action Calendar) – Director Mandich
- SECOND:** Director Chadd
- AYES:** Directors Mandich & Chadd
- NOES:** None
- ABSTAIN:** None
- MOTION PASSED/FAILED:** Passed 2-0

ITEM 3: ANNUAL UPDATES TO DISTRICT INVESTMENT POLICY

Mr. Paludi presented this matter for Committee consideration, and he reported that this matter is reviewed annually in accordance with District policy and State law. Mr. Paludi added that staff have worked with general counsel and the District Treasurer to review the currently policy to propose certain updates consistent with applicable new laws and regulations which are minor clarifications of existing government code.

- MOTION:** Recommend the Board of Directors adopt Resolution No. 2024-1326 – Resolution of the Board of Directors of Trabuco Canyon Water District Adopting an Investment Policy (Action Calendar) – Director Mandich
- SECOND:** Director Chadd
- AYES:** Directors Mandich & Chadd
- NOES:** None
- ABSTAIN:** None
- MOTION PASSED/FAILED:** Passed 2-0

ITEM 4: OTHER MATTERS

Mr. Paludi reported that staff have scheduled a special board meeting/workshop in early April to provide an overview and update on the District's financial plan to the Board of Directors with the recently adopted rates and charges, and will include a discussion on potential alternate capital improvement project schedules.

- MOTION:** None – Informational item only.

ITEM 5: FINANCIAL REPORT

Ms. Warner presented the preliminary unaudited financials for January 2024, and she highlighted the following items:

WATER FUND

Total Operating Revenue

Ms. Warner reported that this line item was trending slightly higher than budgeted.

Total Source of Supply

Ms. Warner reported that this line item was trending lower than budgeted due lower than normal water sales.

**TRABUCO CANYON WATER DISTRICT
FINANCE AUDIT COMMITTEE MEETING RECAP | MARCH 14, 2024**

Total Salaries & Benefits

Ms. Warner reported that this line item was trending as budgeted.

Total Transmission & Distribution

Ms. Warner reported that this line item was trending higher than the year-to-date amount due to increased water quality testing and the purchase of distribution system materials.

Total General & Administrative

Ms. Warner reported that this line item was trending higher than the year-to-date amount due to the timing of insurance payments at the beginning of the fiscal year.

Net Total Unrestricted Cash Inflow/(Outflow)

Ms. Warner reported that this line item trended a positive increase of water reserves.

District Capital – Water

Ms. Warner reviewed the capital improvement costs accrued in January 2024, including costs associated with Dimension Water Treatment Plant (DWTP) Office & Storage improvements, SCADA system upgrades, PSPS Transfer Switch upgrades, and DWTP vault improvements.

SEWER FUND

Total Operating Revenue

Ms. Warner reported that this line item was trending as budgeted.

Total Salaries & Benefits

Ms. Warner reported that this line item was trending as budgeted.

Total Transmission & Distribution

Ms. Warner reported that this line item was trending higher than the year-to-date amount due to blower system repairs at the Robinson Ranch Wastewater Treatment Plant (WWTP).

Net Total Unrestricted Cash Inflow/(Outflow)

Ms. Warner reported that this line item trended a positive increase of sewer reserves.

District Capital – Sewer

Ms. Warner reviewed the capital improvement costs accrued in January 2024, including costs associated with Golf Club Sewer Lift Station (SLS), SCADA system upgrades, WWTP Blower System upgrades, Heritage SLS, PSPS Transfer Switch upgrades, and WWTP Fiber Optic upgrade.

RECYCLED WATER FUND

Total Operating Revenue

Ms. Warner reported that this line item was trending higher than budgeted due to increased recycled water sales earlier in the fiscal year.

Total Source of Supply

Ms. Warner reported that this line item was trending higher than budgeted.

**TRABUCO CANYON WATER DISTRICT
FINANCE AUDIT COMMITTEE MEETING RECAP | MARCH 14, 2024**

Total Salaries & Benefits

Ms. Warner reported that this line item was trending lower than budgeted.

Total Transmission & Distribution

Ms. Warner reported that this line item was trending higher than the year-to-date amount due to system repairs.

Total General & Administrative

Ms. Warner reported that this line item was trending higher than the year-to-date amount due to the timing of insurance payments and certification renewals and professional services costs associated with a project grant application.

Net Total Unrestricted Cash Inflow/(Outflow)

Ms. Warner reported that this line item trended a positive increase of recycled water reserves.

District Capital – Recycled Water

Ms. Warner reviewed the capital improvement costs accrued in January 2024, including costs associated with SCADA system upgrades.

MOTION: Recommend the Board ratify payment of the bills for consideration for March 14, 2024, as presented (Action Calendar) – Director Mandich

SECOND: Director Chadd

AYES: Directors Mandich & Chadd

NOES: None

ABSTAIN: None

MOTION PASSED/FAILED: Passed 2-0

ADJOURNMENT

Director Chadd adjourned the March 14, 2024 Finance/Audit Committee Meeting at 8:15 a.m.



Trabuco Canyon Water District
Balance Sheet
February 29, 2024
(Unaudited)

		February 2024
1	Assets	
2	Cash & Investments	
3	Cash & Investments - Unrestricted	\$ 4,054,031
4	Cash & Investments - Restricted	3,686,586
5	Total Cash & Investments	7,740,617
6	Other Current Assets	
7	Accounts Receivable, Net	2,256,168
8	Prepaid & Other	57,537
9	Fair Market Value Adjustment ¹	(35,057)
10	Total Other Current Assets	2,278,648
11	Capital Assets	
12	Capital Assets, at Cost	127,974,491
13	Accumulated Depreciation	(83,247,474)
14	Construction in Progress	3,236,211
15	Total Capital Assets	47,963,227
16	Net OPEB Asset	201,692
17	Deferred Outflows of Resources (DOR)	2,508,005
18	Total Assets & DOR	\$ 60,692,190
19	Liabilities	
20	Current Liabilities	
21	Accounts Payable	\$ 813,076
22	Accrued Expenses	267,405
23	Current Portion-Long Term Debt	94,972
24	Deposits on Hand	81,638
25	Total Current Liabilities	1,257,091
26	Long-Term Liabilities	
27	Net Pension Liability	4,449,117
28	State Revolving Fund Loan	1,675,794
29	Bank of the West Loan	10,000,000
30	Total Long Term Liabilities	16,124,911
31	Deferred Inflows of Resources (DIR)	647,305
32	Total Liabilities & DIR	18,029,307
33	Net Position	42,662,883
34	Total Liabilities, Net Position & DIR	\$ 60,692,190

¹ LAIF and CLASS Fair Market Value is adjusted annually at June 30th. This balance may be different from the cash and investments report during the year based on updated market conditions.



Trabuco Canyon Water District
Cash Investments Report
February 29, 2024
(Unaudited)

	Type	Cost	Market	% Total
District Cash & Investments				
Unrestricted				
Local Agency Investment Fund (LAIF)	Investment	\$ (1,636,646)	\$ (1,626,078)	-21.0%
California Cooperative Liquid Assets Securities System (CLASS)	Investment	3,681,447	\$ 3,681,716	47.6%
Bank of the West	Checking	2,009,230	2,009,230	26.0%
Total Unrestricted		4,054,031	4,064,867	52.6%
Restricted				
LAIF - Water Storage Facilities	Investment	1,110,092	1,102,924	14.3%
LAIF - Interim Sewage	Investment	117,101	116,345	1.5%
LAIF - Debt Issuance 2022	Investment	2,220,848	2,206,508	28.5%
CLASS - Debt Issuance	Investment	-	-	0.0%
Cash in CB&T Reserved for SRF Loan	Checking	238,545	238,545	3.1%
Total Restricted		3,686,586	3,664,323	47.4%
Total District Cash & Investments		\$ 7,740,617	\$ 7,729,189	100.0%

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, Treasurer



Trabuco Canyon Water District
Budget to Actual - Water
For the period July 1, 2023 through February 29, 2024
(Unaudited)

	February 2024	YTD Actual	FY 24 Adopted Budget	YTD 67%
1 Operating Revenue				
2 Fixed / Capital Service Charges	\$ 268,913	\$ 2,051,532	\$ 3,113,000	66%
3 Variable Consumption Charges	181,503	2,668,557	3,978,400	67%
4 Baker Treatment Plant Water Sales	126,112	1,089,962	1,560,500	70%
5 Customer Fees	7,322	103,515	238,800	43%
6 Standby Charges	107	20,483	32,300	63%
7 Uncollectable Accounts	-	-	(23,000)	0%
8 Total Operating Revenue	583,958	5,934,049	8,900,000	67%
9 Operating Expense				
10 Source of Supply				
11 Fixed Water Purchases	23,213	240,976	348,900	69%
12 Variable Water Purchases	71,744	772,766	2,015,100	38%
13 Baker Treatment Plant Water Sold	95,899	852,272	1,338,400	64%
14 Water Treatment	11,443	111,625	394,300	28%
15 Pumping Electricity	11,604	199,477	244,300	82%
16 Total Source of Supply	213,902	2,177,116	4,341,000	50%
17 Salaries and Benefits				
18 Employee/Director Wages	145,912	1,205,050	1,954,800	62%
19 Employee/Director Benefits	33,998	315,621	510,400	62%
20 Retiree Health Insurance	11,675	85,347	115,300	74%
21 Transfer In - 115 OPEB Trust Reimbursement	(11,675)	(85,347)	(115,300)	74%
22 CalPERS Retirement (Normal)	25,046	202,391	323,400	63%
23 CalPERS Unfunded Accrued Liability (Minimum)	-	164,806	170,300	97%
24 Payroll Taxes	12,404	92,814	146,000	64%
25 Total Salaries and Benefits	217,360	1,980,683	3,104,900	64%
26 Transmission and Distribution				
27 System Repairs and Maintenance	13,324	196,947	258,700	76%
28 Vehicles and Equipment	6,034	54,140	101,200	53%
29 Safety, Supplies and Testing	8,430	48,058	45,400	106%
30 Total Transmission and Distribution	27,788	299,146	405,300	74%
31 General and Administrative				
32 Professional Services	48,774	330,853	513,400	64%
33 Office Maintenance, Supplies and Software	27,195	240,878	310,600	78%
34 District Insurance	-	116,597	109,300	107%
35 Dues and Memberships	473	87,783	95,400	92%
36 Public Outreach	12,136	84,667	103,300	82%
37 Customer Service and Billing	4,424	36,293	68,400	53%
38 Conference, Trainings and Travel	2,027	22,857	34,100	67%
39 Total General and Administrative	95,028	919,927	1,234,500	75%
40 Total Operating Expense	554,078	5,376,872	9,085,700	59%
41 Net Operating Revenue / (Expense)	29,880	557,177	(185,700)	-300%
42 Non-Operating Revenue / (Expense)				
43 Property Tax Revenue	2,544	670,499	1,245,000	54%
44 Interest Revenue - Unrestricted	11,986	33,187	115,700	29%
45 Other Revenue and Reimbursements	2,329	77,707	54,400	143%
46 Miscellaneous Expense	(9)	(107,559)	(6,200)	1735%
47 Net Non-Operating Revenue / (Expense)	16,850	673,834	1,408,900	48%
48 Net Total Revenue / (Expense)	46,731	1,231,012	1,223,200	101%
49 Other Unrestricted Cash Inflow / (Outflow)				
50 Transfer In - Debt Proceeds for Capital	31,986	524,408	1,206,000	43%
51 Capital Improvement Program (CIP)	(36,455)	(528,877)	(1,206,000)	44%
52 Debt Service - Principal and Interest	-	(115,191)	(901,100)	13%
53 Net Other Unrestricted Cash Inflow / (Outflow)	(4,469)	(119,659)	(901,100)	13%
54 Net Total Unrestricted Cash Inflow / (Outflow)	\$ 42,262	\$ 1,111,352	\$ 322,100	345%

Acronym key:

OPEB - Other Post-Employment Benefits

SCADA - Supervisory Control and Data Acquisition System



Trabuco Canyon Water District
District Capital - Water
FY 23-24
(Unaudited)

	Project	February 2024	YTD Actual	FY 24 Adopted Budget	YTD 67%
1	Water CIP				
2	Capital Improvements / Replacements				
3	Dimension Water Treatment Plant (DWTP) Office & Storage	\$ -	\$ 930	\$ 350,000	0%
4	SCADA System Upgrades FY 24	-	155,034	280,000	55%
5	10" Pipeline Replacement - Cooks to Harris Grade	-	-	250,000	0%
6	PSPS Transfer Switch Upgrade - Water	-	1,705	60,000	3%
7	DWTP Vault Improvement	-	2,325	75,000	3%
8	Administration Office Remodel	-	29,014	-	N/A
9	Total Capital Improvements / Replacements	-	189,008	1,015,000	19%
10	Equipment				
11	Fleet	-	174,950	91,000	192%
12	Xerox Copier	4,469	4,469	-	N/A
13	Fire Hydrants	25,229	25,229	-	N/A
14	Total Equipment	29,698	204,648	91,000	225%
15	Programs				
16	Pump Replacement Program - Water	-	13,750	50,000	28%
17	Pressure Regulating Valves (PRV) - Water	6,757	11,500	20,000	58%
18	Valve Replacements - Water	-	109,970	30,000	367%
19	Total Programs	6,757	135,220	100,000	135%
20	Total Water CIP	\$ 36,455	\$ 528,877	\$ 1,206,000	44%

Acronym key:

SCADA - Supervisory Control and Data Acquisition System

PSPS - Public Safety Power Shutoff



Trabuco Canyon Water District
Budget to Actual - Sewer
For the period July 1, 2023 through February 29, 2024
(Unaudited)

	February 2024	YTD Actual	FY 24 Adopted Budget	YTD 67%
1 Operating Revenue				
2 Sewer Residential Charges	\$ 167,803	\$ 1,314,710	\$ 1,933,800	68%
3 Sewer Commercial Charges	15,255	144,619	189,800	76%
4 Customer Fees	15,351	120,538	281,100	43%
5 Uncollectable Accounts	-	-	(3,500)	0%
6 Total Operating Revenue	198,409	1,579,866	2,401,200	66%
7 Operating Expense				
8 Salaries and Benefits				
9 Employee/Director Wages	69,309	607,964	961,500	63%
10 Employee/Director Benefits	13,101	122,016	235,700	52%
11 Retiree Health Insurance	4,170	30,481	41,200	74%
12 Transfer In - 115 OPEB Trust Reimbursement	(4,170)	(30,481)	(41,200)	74%
13 CalPERS Retirement (Normal)	8,795	72,802	115,600	63%
14 CalPERS Unfunded Accrued Liability (Minimum)	-	76,658	79,200	97%
15 Payroll Taxes	4,430	33,148	73,200	45%
16 Total Salaries and Benefits	95,635	912,588	1,465,200	62%
17 Transmission and Distribution				
18 System Repairs and Maintenance	23,017	244,818	295,600	83%
19 T&D Electricity	22,391	166,691	196,300	85%
20 Vehicles and Equipment	2,747	23,848	39,300	61%
21 Safety, Supplies and Testing	2,059	11,594	41,200	28%
22 Total Transmission and Distribution	50,214	446,951	572,400	78%
23 General and Administrative				
24 Professional Services	17,419	127,056	184,900	69%
25 Office Maintenance, Supplies and Software	18,046	125,106	159,300	79%
26 District Insurance	-	41,642	42,600	98%
27 Dues and Memberships	173	60,290	122,000	49%
28 Public Outreach	4,151	11,730	18,300	64%
29 Customer Service and Billing	1,143	8,314	19,200	43%
30 Conference, Trainings and Travel	724	8,163	12,000	68%
31 Total General and Administrative	41,657	382,300	558,300	68%
32 Total Operating Expense	187,507	1,741,839	2,595,900	67%
33 Net Operating Revenue / (Expense)	10,902	(161,972)	(194,700)	83%
34 Non-Operating Revenue / (Expense)				
35 Property Tax Revenue	1,831	482,759	896,000	54%
36 Interest Revenue - Unrestricted	4,231	111,070	105,500	105%
37 Other Revenue and Reimbursements	223	43,608	7,300	597%
38 Miscellaneous Expense	(6)	(45,146)	(7,200)	627%
39 Net Non-Operating Revenue / (Expense)	6,279	592,290	1,001,600	
40 Net Total Revenue / (Expense)	17,181	430,318	806,900	
41 Other Unrestricted Cash Inflow / (Outflow)				
42 Transfer In - Debt Proceeds for Capital	76,348	588,063	2,979,500	20%
43 Capital Improvement Program	(77,944)	(592,412)	(2,979,500)	20%
44 Debt Service - Principal and Interest	-	-	(554,100)	0%
45 Net Other Unrestricted Cash Inflow / (Outflow)	(1,596)	(4,349)	(554,100)	1%
46 Net Total Unrestricted Cash Inflow / (Outflow)	\$ 15,585	\$ 425,969	\$ 252,800	

Acronym key:

OPEB - Other Post-Employment Benefits



Trabuco Canyon Water District
District Capital - Sewer
FY 23-24
(Unaudited)

	Project	February 2024	YTD Actual	FY 24 Adopted Budget	YTD 67%
1	Wastewater CIP				
2	Capital Improvements / Replacements				
3	Golf Club Sewer Lift Station (SLS) Bypass Construction	\$ -	\$ 147,846	\$ 1,800,000	8%
4	SCADA System Upgrades FY 24	-	55,369	100,000	55%
5	WWTP Hoffman Blower Building Rehabilitation	-	46,696	400,000	12%
6	Chiquita FY 24	-	90,849	178,000	51%
7	Heritage SLS Rehabilitation	-	2,665	100,000	3%
8	PSPS Transfer Switch Upgrade - Sewer	-	2,093	60,000	3%
9	WWTP Fiber Optic Upgrade	-	6,820	130,000	5%
10	El Toro SLS System Improvements	-	37,469	79,000	47%
11	Administration Office Remodel	-	10,362	-	N/A
12	Total Capital Improvements / Replacements	-	400,169	2,847,000	14%
13	Equipment				
14	Fleet	-	62,482	32,500	192%
15	Xerox Copier	1,596	1,596	-	N/A
16	Chopper Pump - Sequencing Batch Reactor	24,716	24,716	-	N/A
17	Smart Covers - Sewer Lift stations	18,709	18,709	-	N/A
18	Roots Blower - WWTP	15,693	15,693	-	N/A
19	Total Equipment	60,714	123,196	32,500	379%
20	Programs				
21	Manhole Recoating Program - Sewer	-	-	20,000	0%
22	Pump Replacement Program (Sewer)	17,230	52,027	50,000	104%
23	Wet Well Recoating	-	17,020	30,000	57%
24	Total Programs	17,230	69,047	100,000	69%
25	Total Wastewater CIP	\$ 77,944	\$ 592,412	\$ 2,979,500	20%

Acronym key:

- SCADA - Supervisory Control and Data Acquisition System
- WWTP - Waste Water Treatment Plant
- PSPS - Public Safety Power Shutoff



Trabuco Canyon Water District
Budget to Actual - Recycled
For the period July 1, 2023 through February 29, 2024
(Unaudited)

	February 2024	YTD Actual	FY 24 Adopted Budget	YTD 67%
1 Operating Revenue				
2 Fixed / Capital Service Charges	\$ 11,857	\$ 89,552	\$ 142,200	63%
3 Variable Consumption Charges	7,852	756,139	995,400	76%
4 Customer Fees	-	10,489	7,300	144%
5 Uncollectable Accounts	-	-	(4,000)	0%
6 Total Operating Revenue	19,709	856,180	1,140,900	75%
7 Operating Expense				
8 Source of Supply				
9 Recycled Water Purchases	310	19,516	25,900	75%
10 Water Treatment	11,985	78,418	99,400	79%
11 Total Source of Supply	12,294	97,934	125,300	78%
12 Salaries and Benefits				
13 Employee/Director Wages	16,813	146,818	231,400	63%
14 Employee/Director Benefits	4,762	41,736	75,400	55%
15 Retiree Health Insurance	834	6,096	8,200	74%
16 Transfer In - 115 OPEB Trust Reimbursement	(834)	(6,096)	(8,200)	74%
17 CalPERS Retirement (Normal)	1,887	15,683	24,800	63%
18 CalPERS Unfunded Accrued Liability (Minimum)	-	17,340	18,000	96%
19 Payroll Taxes	886	6,630	16,800	39%
20 Total Salaries and Benefits	24,348	228,207	366,400	62%
21 Transmission and Distribution				
22 T&D Electricity	21,013	210,362	282,000	75%
23 System Repairs and Maintenance	979	34,709	29,600	117%
24 Vehicles and Equipment	465	5,343	8,600	62%
25 Safety, Supplies and Testing	10,111	71,182	157,600	45%
26 Total Transmission and Distribution	32,569	321,596	477,800	67%
27 General and Administrative				
28 Professional Services	3,484	29,882	36,800	81%
29 Office Maintenance, Supplies and Software	2,395	21,640	27,600	78%
30 District Insurance	-	8,328	8,800	95%
31 Dues and Memberships	35	32,512	36,600	89%
32 Public Outreach	830	2,346	3,600	65%
33 Customer Service and Billing	229	1,663	4,000	42%
34 Conference, Trainings and Travel	145	1,633	2,200	74%
35 Total General and Administrative	7,117	98,003	119,600	82%
36 Total Operating Expense	76,329	745,740	1,089,100	68%
37 Net Operating Revenue / (Expense)	(56,620)	110,440	51,800	
38 Non-Operating Revenue / (Expense)				
39 Property Tax Revenue	712	187,740	349,200	54%
40 Interest Revenue - Unrestricted	829	14,865	21,800	68%
41 Other Revenue and Reimbursements	-	3,299	1,800	183%
42 Miscellaneous Expense	(2)	(2,005)	(1,100)	182%
43 Net Non-Operating Revenue / (Expense)	1,538	203,898	371,700	55%
44 Net Total Revenue / (Expense)	(55,081)	314,339	423,500	74%
45 Other Unrestricted Cash Inflow / (Outflow)				
46 Transfer In - Debt Proceeds for Capital	40,190	66,298	326,500	20%
47 Capital Improvement Program	(40,509)	(66,617)	(326,500)	20%
48 Debt Service - Principal and Interest	-	-	(81,400)	0%
49 Net Other Unrestricted Cash Inflow / (Outflow)	(319)	(319)	(81,400)	0%
50 Net Total Unrestricted Cash Inflow / (Outflow)	\$ (55,401)	\$ 314,019	\$ 342,100	92%

Acronym key:

OPEB - Other Post-Employment Benefits



Trabuco Canyon Water District
District Capital - Recycled
FY 23-24
(Unaudited)

	Project	February 2024	YTD Actual	FY 24 Adopted Budget	YTD 67%
1	Recycled Water CIP				
2	Capital Improvements / Replacements				
3	SCADA System Upgrades FY 24	\$ -	\$ 11,074	\$ 20,000	55%
4	Dove Recycled Booster Pump Station	-	-	100,000	0%
5	Recycled PRV Vault Improvements - Dove Canyon	-	465	200,000	0%
6	Administration Office Remodel	-	2,072	-	N/A
7	Capital Improvements / Replacements Total	-	13,611	320,000	4%
8	Equipment				
9	Fleet	-	12,496	6,500	192%
10	Xerox Copier	319	319	-	N/A
11	VFD - Dove / Robinson Ranch Recycled Pump Station	40,190	40,190	-	N/A
12	Equipment Total	40,509	53,006	6,500	815%
13	Total Recycled Water CIP	\$ 40,509	\$ 66,617	\$ 326,500	20%

Acronym key:

- SCADA - Supervisory Control and Data Acquisition System
- PRV - Pressure Regulating Valves
- VFD - Variable Frequency Drive

Trabuco Canyon Water District
 Budget to Actual - Summary
 FY 23/24

Category	FY 24 Adopted		
	Feb-24	FY 24 YTD	Budget
Total Operating Revenue	802,076	8,369,900	12,442,100
Source of Supply	226,196	2,275,200	4,466,300
Salaries & Benefits	337,344	3,121,500	4,936,500
Transmission & Distribution	110,571	1,068,300	1,455,500
General & Administrative	143,802	1,402,300	1,912,400
Total Operating Expense	817,913	7,867,300	12,770,700
Net Operating Revenue / (Expense)	(15,837)	502,600	(328,600)
Net Non-Operating Revenue / (Expense)	24,667	1,491,600	2,782,200
Net Total Revenue	8,830	1,994,200	2,453,600
Debt Proceeds	154,908	1,187,905	4,512,000
Grant Proceeds	-	-	-
Development Impact Fees	-	-	-
CIP Expenses	(154,908)	(1,187,905)	(4,512,000)
Debt Service Expenses	-	(115,200)	(1,536,600)
Net other Unrestricted Cash Inflow / (Outflow)	8,830	1,879,000	917,000



Trabuco Canyon Water District, CA

Bank Transaction Report

Transaction Detail

Issued Date Range: 03/01/2024 - 03/31/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Accounts Payable							
Bank Draft							
03/01/2024		DFT0003460	VSP	Accounts Payable	Outstanding	Bank Draft	-755.03
03/04/2024		DFT0003461	ADP	Accounts Payable	Outstanding	Bank Draft	-113,072.00
03/04/2024		DFT0003462	CALPERS	Accounts Payable	Outstanding	Bank Draft	-63,148.08
03/04/2024		DFT0003463	PACE PAYMENT SYSTEMS, INC.	Accounts Payable	Outstanding	Bank Draft	-3,208.33
03/04/2024		DFT0003464	SANTA MARGARITA WATER DISTRICT	Accounts Payable	Outstanding	Bank Draft	-1,456.57
03/04/2024		DFT0003465	SHRED-IT USA, LLC	Accounts Payable	Outstanding	Bank Draft	-68.00
03/04/2024		DFT0003466	THE TOLL ROADS	Accounts Payable	Outstanding	Bank Draft	-140.00
03/05/2024		DFT0003467	GUARDIAN	Accounts Payable	Outstanding	Bank Draft	-3,955.78
03/05/2024		DFT0003468	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-15.00
03/06/2024		DFT0003469	CALPERS	Accounts Payable	Outstanding	Bank Draft	-29,018.87
03/06/2024		DFT0003470	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-34.70
03/08/2024		DFT0003471	PACE PAYMENT SYSTEMS, INC.	Accounts Payable	Outstanding	Bank Draft	-241.90
03/11/2024		DFT0003472	ADP	Accounts Payable	Outstanding	Bank Draft	-1,940.69
03/11/2024		DFT0003473	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-2,447.12
03/11/2024		DFT0003474	TAB ANSWER NETWORK	Accounts Payable	Outstanding	Bank Draft	-218.52
03/11/2024		DFT0003475	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-43.51
03/12/2024		DFT0003476	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-1,674.62
03/12/2024		DFT0003477	HOME DEPOT CREDIT SERVICES	Accounts Payable	Outstanding	Bank Draft	-506.60
03/13/2024		DFT0003478	LOWE'S	Accounts Payable	Outstanding	Bank Draft	-52.59
03/13/2024		DFT0003479	WEX FLEET UNIVERSAL	Accounts Payable	Outstanding	Bank Draft	-4,732.13
03/14/2024		DFT0003480	THE TOLL ROADS	Accounts Payable	Outstanding	Bank Draft	-140.00
03/15/2024		DFT0003481	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-55.00
03/18/2024		DFT0003482	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-77.44
03/19/2024		DFT0003483	ADP	Accounts Payable	Outstanding	Bank Draft	-111,559.72
03/19/2024		DFT0003484	SOUTHERN CALIFORNIA EDISON	Accounts Payable	Outstanding	Bank Draft	-64,204.34
03/19/2024		DFT0003485	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-220.00
03/20/2024		DFT0003486	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-673.44
03/20/2024		DFT0003487	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-36.78
03/25/2024		DFT0003488	CALPERS	Accounts Payable	Outstanding	Bank Draft	-28,672.21
03/25/2024		DFT0003489	AT&T MOBILITY	Accounts Payable	Outstanding	Bank Draft	-2,794.90
03/25/2024		DFT0003490	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-75.00
03/26/2024		DFT0003491	CSDA Commercial Card - UMPQUA BANK	Accounts Payable	Outstanding	Bank Draft	-15,219.58
03/27/2024		DFT0003492	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-9.03
03/28/2024		DFT0003493	THE TOLL ROADS	Accounts Payable	Outstanding	Bank Draft	-140.00
03/29/2024		DFT0003494	ADP	Accounts Payable	Outstanding	Bank Draft	-112.00

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/29/2024		DFT0003495	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-1.04
Bank Draft Total: (36)							-450,720.52
Check							
03/11/2024		12354	ANTHRACITE FILTER MEDIA COMPANY	Accounts Payable	Outstanding	Check	-4,845.67
03/11/2024		12355	AT&T	Accounts Payable	Outstanding	Check	-1,049.84
03/11/2024		12356	AT&T MOBILITY	Accounts Payable	Outstanding	Check	-124.71
03/11/2024		12357	COUNTY OF ORANGE	Accounts Payable	Outstanding	Check	-1,116.08
03/11/2024		12358	COUNTY OF ORANGE - HEALTH CARE AGENCY	Accounts Payable	Outstanding	Check	-20.00
03/11/2024		12359	CWEA	Accounts Payable	Outstanding	Check	-221.00
03/11/2024		12360	DB SALES & SERVICES	Accounts Payable	Outstanding	Check	-2,555.00
03/11/2024		12361	DMS FACILITY SERVICES	Accounts Payable	Outstanding	Check	-1,268.26
03/11/2024		12362	FIELDMAN, ROLAPP & ASSOC.	Accounts Payable	Outstanding	Check	-1,952.50
03/11/2024		12363	FULL TRAFFICE MAINTENANCE, INC.	Accounts Payable	Outstanding	Check	-1,151.31
03/11/2024		12364	HACH COMPANY	Accounts Payable	Outstanding	Check	-492.10
03/11/2024		12365	HANSON BRIDGETT LLP	Accounts Payable	Outstanding	Check	-35,704.41
03/11/2024		12366	INFOSEND, INC.	Accounts Payable	Outstanding	Check	-2,991.10
03/11/2024		12367	IRVINE RANCH WATER DISTRICT	Accounts Payable	Outstanding	Check	-40,628.91
03/11/2024		12368	LIEBERT CASSIDY WHITMORE	Accounts Payable	Outstanding	Check	-391.50
03/11/2024		12369	ORANGE COUNTY PUMPING, INC.	Accounts Payable	Outstanding	Check	-18,045.00
03/11/2024		12370	ORKIN, INC.	Accounts Payable	Outstanding	Check	-508.96
03/11/2024		12371	SIERRA ANALYTICAL	Accounts Payable	Outstanding	Check	-4,211.50
03/11/2024		12372	TOTAL COMPENSATION SYSTEMS, INC.	Accounts Payable	Outstanding	Check	-1,800.00
03/11/2024		12373	TOUCH TEL MOBILE	Accounts Payable	Outstanding	Check	-625.00
03/11/2024		12374	UNDERGROUND SERVICE ALERT/SC	Accounts Payable	Outstanding	Check	-100.66
03/11/2024		12375	UNITED RENTALS (NORTH AMERICA), INC.	Accounts Payable	Outstanding	Check	-865.24
03/11/2024		12376	VAUGHAN'S INDUSTRIAL REPAIR COMPANY, INC.	Accounts Payable	Outstanding	Check	-15,692.75
03/11/2024		12377	WECK LABORATORIES	Accounts Payable	Outstanding	Check	-1,053.00
03/11/2024		12378	YO FIRE	Accounts Payable	Outstanding	Check	-1,685.22
03/26/2024		12384	STATE WATER RESOURCES CONTROL BOARD	Accounts Payable	Outstanding	Check	-110.00
Check Total: (26)							-139,209.72
Check Reversal							
03/15/2024		12114	EUROFINS EATON ANALYTICAL, INC. Reversal	Accounts Payable	Outstanding	Check Reversal	2,490.00
Check Reversal Total: (1)							2,490.00
EFT							
03/12/2024		499	ACWA JPJA - LIFE	Accounts Payable	Outstanding	EFT	-485.74
03/12/2024		500	ALS - TRUESDAIL LABORATORIES	Accounts Payable	Outstanding	EFT	-3,456.00
03/12/2024		501	BIG O TIRES	Accounts Payable	Outstanding	EFT	-461.84
03/12/2024		502	BRAY SALES CALIFORNIA	Accounts Payable	Outstanding	EFT	-853.69
03/12/2024		503	EIDE BAILLY	Accounts Payable	Outstanding	EFT	-17,753.00
03/12/2024		504	EVANS-HYDRO, INC.	Accounts Payable	Outstanding	EFT	-17,229.93
03/12/2024		505	MWDOC	Accounts Payable	Outstanding	EFT	-23,823.36
03/12/2024		506	OLIN CHEMICALS	Accounts Payable	Outstanding	EFT	-9,391.78

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/12/2024		507	PEBBLE SPRING WATER	Accounts Payable	Outstanding	EFT	-44.00
03/12/2024		508	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	Accounts Payable	Outstanding	EFT	-190.02
03/12/2024		509	UNIFIRST CORPORATION	Accounts Payable	Outstanding	EFT	-446.16
03/12/2024		510	UNITED WATER WORKS, INC.	Accounts Payable	Outstanding	EFT	-2,994.14
03/12/2024		511	California CLASS	Accounts Payable	Outstanding	EFT	-800,000.00
03/19/2024		512	AMAZON	Accounts Payable	Outstanding	EFT	-214.61
EFT Total: (14)							-877,344.27
Accounts Payable Total: (77)							-1,464,784.51

Accounts Receivable

Deposit

03/05/2024		DEP0023767	OCFA INVOICE #AR-A00296 3/5/2024	Accounts Receivable	Outstanding	Deposit	150.00
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.35
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	-22.24
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.07
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	22.15
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.02
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	158.23
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.49
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	-114.39
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.15
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.02
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	-158.87
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.11
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	22.15
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	113.93
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	-22.24
03/05/2024		DEP0023827	Apply admin fees	Accounts Receivable	Outstanding	Deposit	0.07
03/06/2024		DEP0023791	County of Orange Invoice #AR-A00295 3/6/2024	Accounts Receivable	Outstanding	Deposit	150.00
03/06/2024		DEP0023791	County of Orange Invoice #AR-A00295 3/6/2024	Accounts Receivable	Outstanding	Deposit	360.00
03/06/2024		DEP0023791	County of Orange Invoice #AR-A00295 3/6/2024	Accounts Receivable	Outstanding	Deposit	3,760.00
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	194.20
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	8.36
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	8,838.72
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	45,456.31
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	63,133.77
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	27.19
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	139.83
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	152.57
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	59.69
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	27.18
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	6,973.11
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	8.36

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	152.57
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	1,089.81
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	42.97
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	8,838.73
03/06/2024		DEP0023830	Property Taxes - 3/05/24	Accounts Receivable	Outstanding	Deposit	784.66
03/13/2024		DEP0023863	State of California Invoice#AR-A00303 Unclaimed property	Accounts Receivable	Outstanding	Deposit	1.19
03/13/2024		DEP0023863	State of California Invoice#AR-A00303 Unclaimed property	Accounts Receivable	Outstanding	Deposit	11.87
03/13/2024		DEP0023863	State of California Invoice#AR-A00303 Unclaimed property	Accounts Receivable	Outstanding	Deposit	33.23
03/13/2024		DEP0023863	State of California Invoice#AR-A00303 Unclaimed property	Accounts Receivable	Outstanding	Deposit	1.19
03/15/2024		DEP0023885	T-Mobile Lease Invoice #AR-A00306 3/15/2024	Accounts Receivable	Outstanding	Deposit	2,329.39
03/15/2024		DEP0023885	T-Mobile Lease Invoice #AR-A00306 3/15/2024	Accounts Receivable	Outstanding	Deposit	222.78
03/28/2024		DEP0024020	XEROX INVOICE #AR-A00311 3/28/2024	Accounts Receivable	Outstanding	Deposit	17.34
03/28/2024		DEP0024020	XEROX INVOICE #AR-A00311 3/28/2024	Accounts Receivable	Outstanding	Deposit	485.67
03/28/2024		DEP0024020	XEROX INVOICE #AR-A00311 3/28/2024	Accounts Receivable	Outstanding	Deposit	173.46
03/28/2024		DEP0024020	XEROX INVOICE #AR-A00311 3/28/2024	Accounts Receivable	Outstanding	Deposit	17.34
03/28/2024		DEP0024023	Dudek Fire Flow Test Invoice # AR-A00310 3/28/24	Accounts Receivable	Outstanding	Deposit	250.00
03/28/2024		DEP0024068	AMR/AMI Grant Income	Accounts Receivable	Outstanding	Deposit	500,000.00
Deposit Total: (49)							643,891.49
Accounts Receivable Total: (49)							643,891.49

Utility Billing

Check	Number	Description	Module	Status	Type	Amount
03/12/2024	12379	KATHY JOHNSON	Utility Billing	Outstanding	Check	-85.19
03/12/2024	12380	ADELE TEGGER	Utility Billing	Outstanding	Check	-63.06
03/12/2024	12381	CORY JONES	Utility Billing	Outstanding	Check	-36.18
03/12/2024	12382	DEAN EVANS	Utility Billing	Outstanding	Check	-2,261.36
03/12/2024	12383	ERIC FAIRON	Utility Billing	Outstanding	Check	-13.90
Check Total: (5)						-2,459.69

Deposit	Number	Description	Module	Status	Type	Amount
03/01/2024	DEP0023734	Utility Payment Packet UBPKT10514	Utility Billing	Outstanding	Deposit	5,042.10
03/01/2024	DEP0023737	Utility Payment Packet UBPKT10515	Utility Billing	Outstanding	Deposit	5,266.67
03/01/2024	DEP0023740	Utility Payment Packet UBPKT10517	Utility Billing	Outstanding	Deposit	4,340.57
03/01/2024	DEP0023743	Utility Payment Packet UBPKT10518	Utility Billing	Outstanding	Deposit	4,249.56
03/01/2024	DEP0023746	Utility Payment Packet UBPKT10519	Utility Billing	Outstanding	Deposit	25,376.87
03/04/2024	DEP0023749	Utility Payment Packet UBPKT10520	Utility Billing	Outstanding	Deposit	2,454.60
03/04/2024	DEP0023752	Utility Payment Packet UBPKT10521	Utility Billing	Outstanding	Deposit	7,206.19
03/04/2024	DEP0023755	Utility Payment Packet UBPKT10522	Utility Billing	Outstanding	Deposit	5,750.59
03/04/2024	DEP0023758	Utility Payment Packet UBPKT10526	Utility Billing	Outstanding	Deposit	5,555.94
03/04/2024	DEP0023761	Utility Payment Packet UBPKT10530	Utility Billing	Outstanding	Deposit	4,032.21
03/05/2024	DEP0023764	Utility Payment Packet UBPKT10531	Utility Billing	Outstanding	Deposit	6,707.47
03/05/2024	DEP0023770	Utility Payment Packet UBPKT10532	Utility Billing	Outstanding	Deposit	7,004.34
03/05/2024	DEP0023779	Utility Payment Packet UBPKT10533	Utility Billing	Outstanding	Deposit	4,067.24
03/05/2024	DEP0023782	Utility Payment Packet UBPKT10538	Utility Billing	Outstanding	Deposit	5,126.86

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/06/2024		DEP0023785	Utility Payment Packet UBPKT10539	Utility Billing	Outstanding	Deposit	1,628.94
03/06/2024		DEP0023788	Utility Payment Packet UBPKT10541	Utility Billing	Outstanding	Deposit	8,280.10
03/06/2024		DEP0023794	Utility Payment Packet UBPKT10540	Utility Billing	Outstanding	Deposit	5,004.71
03/06/2024		DEP0023797	Utility Payment Packet UBPKT10543	Utility Billing	Outstanding	Deposit	2,695.61
03/07/2024		DEP0023800	Utility Payment Packet UBPKT10544	Utility Billing	Outstanding	Deposit	1,509.57
03/07/2024		DEP0023803	Utility Payment Packet UBPKT10545	Utility Billing	Outstanding	Deposit	4,994.73
03/07/2024		DEP0023806	Utility Payment Packet UBPKT10546	Utility Billing	Outstanding	Deposit	2,899.59
03/07/2024		DEP0023809	Utility Payment Packet UBPKT10547	Utility Billing	Outstanding	Deposit	8,256.44
03/08/2024		DEP0023812	Utility Payment Packet UBPKT10548	Utility Billing	Outstanding	Deposit	9,188.53
03/08/2024		DEP0023815	Utility Payment Packet UBPKT10550	Utility Billing	Outstanding	Deposit	1,071.82
03/08/2024		DEP0023818	Utility Payment Packet UBPKT10549	Utility Billing	Outstanding	Deposit	3,417.44
03/11/2024		DEP0023821	Utility Payment Packet UBPKT10551	Utility Billing	Outstanding	Deposit	2,093.56
03/11/2024		DEP0023824	Utility Payment Packet UBPKT10552	Utility Billing	Outstanding	Deposit	1,572.99
03/11/2024		DEP0023833	Utility Payment Packet UBPKT10553	Utility Billing	Outstanding	Deposit	7,838.22
03/11/2024		DEP0023836	Utility Payment Packet UBPKT10559	Utility Billing	Outstanding	Deposit	23,087.39
03/11/2024		DEP0023839	Utility Payment Packet UBPKT10560	Utility Billing	Outstanding	Deposit	7,136.10
03/12/2024		DEP0023842	Utility Payment Packet UBPKT10561	Utility Billing	Outstanding	Deposit	4,905.43
03/12/2024		DEP0023845	Utility Payment Packet UBPKT10562	Utility Billing	Outstanding	Deposit	2,326.16
03/12/2024		DEP0023851	Utility Payment Packet UBPKT10566	Utility Billing	Outstanding	Deposit	1,388.60
03/12/2024		DEP0023854	Utility Payment Packet UBPKT10579	Utility Billing	Outstanding	Deposit	12,261.95
03/13/2024		DEP0023857	Utility Payment Packet UBPKT10580	Utility Billing	Outstanding	Deposit	3,216.04
03/13/2024		DEP0023860	Utility Payment Packet UBPKT10581	Utility Billing	Outstanding	Deposit	4,442.32
03/13/2024		DEP0023866	Utility Payment Packet UBPKT10582	Utility Billing	Outstanding	Deposit	6,030.17
03/14/2024		DEP0023869	Utility Payment Packet UBPKT10583	Utility Billing	Outstanding	Deposit	7,110.09
03/14/2024		DEP0023872	Utility Payment Packet UBPKT10584	Utility Billing	Outstanding	Deposit	2,199.34
03/14/2024		DEP0023875	Utility Payment Packet UBPKT10585	Utility Billing	Outstanding	Deposit	2,697.34
03/15/2024		DEP0023878	Utility Payment Packet UBPKT10586	Utility Billing	Outstanding	Deposit	2,869.67
03/15/2024		DEP0023881	Utility Payment Packet UBPKT10587	Utility Billing	Outstanding	Deposit	7,999.60
03/15/2024		DEP0023888	Utility Payment Packet UBPKT10578	Utility Billing	Outstanding	Deposit	12,664.73
03/15/2024		DEP0023891	Utility Payment Packet UBPKT10590	Utility Billing	Outstanding	Deposit	16,292.04
03/15/2024		DEP0023894	Utility Reverse Payment Packet UBPKT10591	Utility Billing	Outstanding	Deposit	-750.00
03/18/2024		DEP0023896	ACH Draft Packet UBPKT10467	Utility Billing	Outstanding	Deposit	96,793.20
03/18/2024		DEP0023899	Utility Payment Packet UBPKT10592	Utility Billing	Outstanding	Deposit	8,588.77
03/18/2024		DEP0023902	Utility Payment Packet UBPKT10593	Utility Billing	Outstanding	Deposit	7,027.70
03/18/2024		DEP0023905	Utility Payment Packet UBPKT10594	Utility Billing	Outstanding	Deposit	10,319.60
03/18/2024		DEP0023908	Utility Payment Packet UBPKT10596	Utility Billing	Outstanding	Deposit	750.16
03/18/2024		DEP0023911	Utility Payment Packet UBPKT10597	Utility Billing	Outstanding	Deposit	187,542.70
03/19/2024		DEP0023914	Utility Payment Packet UBPKT10598	Utility Billing	Outstanding	Deposit	1,943.72
03/19/2024		DEP0023917	Utility Payment Packet UBPKT10599	Utility Billing	Outstanding	Deposit	4,494.24
03/19/2024		DEP0023920	Utility Payment Packet UBPKT10600	Utility Billing	Outstanding	Deposit	412.84
03/19/2024		DEP0023926	Utility Payment Packet UBPKT10609	Utility Billing	Outstanding	Deposit	4,572.76
03/20/2024		DEP0023929	Utility Payment Packet UBPKT10610	Utility Billing	Outstanding	Deposit	5,648.77
03/20/2024		DEP0023932	Utility Payment Packet UBPKT10611	Utility Billing	Outstanding	Deposit	100.00

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/20/2024		DEP0023935	Utility Payment Packet UBPKT10612	Utility Billing	Outstanding	Deposit	1,055.40
03/21/2024		DEP0023938	Utility Payment Packet UBPKT10613	Utility Billing	Outstanding	Deposit	636.81
03/21/2024		DEP0023941	Utility Payment Packet UBPKT10614	Utility Billing	Outstanding	Deposit	1,413.37
03/21/2024		DEP0023945	Utility Reverse Payment Packet UBPKT10618	Utility Billing	Outstanding	Deposit	-149.96
03/21/2024		DEP0023948	Utility Reverse Payment Packet UBPKT10620	Utility Billing	Outstanding	Deposit	-217.15
03/21/2024		DEP0023951	Utility Reverse Payment Packet UBPKT10622	Utility Billing	Outstanding	Deposit	-105.96
03/21/2024		DEP0023954	Utility Reverse Payment Packet UBPKT10624	Utility Billing	Outstanding	Deposit	-162.56
03/21/2024		DEP0023957	Utility Payment Packet UBPKT10615	Utility Billing	Outstanding	Deposit	2,590.29
03/21/2024		DEP0023960	Utility Payment Packet UBPKT10633	Utility Billing	Outstanding	Deposit	7,769.64
03/22/2024		DEP0023963	Utility Payment Packet UBPKT10634	Utility Billing	Outstanding	Deposit	25,765.98
03/22/2024		DEP0023966	Utility Payment Packet UBPKT10635	Utility Billing	Outstanding	Deposit	514.29
03/22/2024		DEP0023969	Utility Payment Packet UBPKT10636	Utility Billing	Outstanding	Deposit	200.00
03/25/2024		DEP0023972	Utility Payment Packet UBPKT10638	Utility Billing	Outstanding	Deposit	284.48
03/25/2024		DEP0023975	Utility Payment Packet UBPKT10637	Utility Billing	Outstanding	Deposit	750.44
03/25/2024		DEP0023978	Utility Payment Packet UBPKT10640	Utility Billing	Outstanding	Deposit	1,910.17
03/25/2024		DEP0023981	Utility Payment Packet UBPKT10645	Utility Billing	Outstanding	Deposit	5,382.91
03/25/2024		DEP0023984	Utility Reverse Payment Packet UBPKT10646	Utility Billing	Outstanding	Deposit	-750.00
03/26/2024		DEP0023987	Utility Payment Packet UBPKT10648	Utility Billing	Outstanding	Deposit	1,280.90
03/26/2024		DEP0023990	Utility Payment Packet UBPKT10647	Utility Billing	Outstanding	Deposit	5,556.90
03/26/2024		DEP0023993	Utility Payment Packet UBPKT10649	Utility Billing	Outstanding	Deposit	4,017.90
03/26/2024		DEP0023996	Utility Payment Packet UBPKT10662	Utility Billing	Outstanding	Deposit	7,093.16
03/27/2024		DEP0023999	Utility Payment Packet UBPKT10663	Utility Billing	Outstanding	Deposit	2,025.20
03/27/2024		DEP0024002	Utility Payment Packet UBPKT10664	Utility Billing	Outstanding	Deposit	5,711.63
03/27/2024		DEP0024005	Utility Payment Packet UBPKT10671	Utility Billing	Outstanding	Deposit	217.15
03/27/2024		DEP0024008	Utility Payment Packet UBPKT10669	Utility Billing	Outstanding	Deposit	8,370.94
03/27/2024		DEP0024011	Utility Payment Packet UBPKT10673	Utility Billing	Outstanding	Deposit	2,134.98
03/28/2024		DEP0024014	Utility Payment Packet UBPKT10674	Utility Billing	Outstanding	Deposit	2,239.58
03/28/2024		DEP0024017	Utility Payment Packet UBPKT10675	Utility Billing	Outstanding	Deposit	6,976.35
03/28/2024		DEP0024026	Utility Payment Packet UBPKT10676	Utility Billing	Outstanding	Deposit	4,758.32
03/28/2024		DEP0024029	Utility Payment Packet UBPKT10677	Utility Billing	Outstanding	Deposit	4,772.35
03/29/2024		DEP0024032	Utility Payment Packet UBPKT10679	Utility Billing	Outstanding	Deposit	2,236.44
03/29/2024		DEP0024035	Utility Payment Packet UBPKT10678	Utility Billing	Outstanding	Deposit	2,962.27
03/29/2024		DEP0024038	Utility Payment Packet UBPKT10680	Utility Billing	Outstanding	Deposit	2,074.18
03/29/2024		DEP0024041	Utility Payment Packet UBPKT10683	Utility Billing	Outstanding	Deposit	43,925.71
Deposit Total: (91)							749,947.00
Utility Billing Total: (96)							747,487.31
Report Total: (222)							-73,405.71

Summary

Bank Account	Count	Amount
030866939 Bank of the West Checking	222	-73,405.71
Report Total:	222	-73,405.71

Cash Account	Count	Amount
99 99-000-1004 BMO Checking (Pooled Cash)	222	-73,405.71
Report Total:	222	-73,405.71

Transaction Type	Count	Amount
Bank Draft	36	-450,720.52
Check	31	-141,669.41
Check Reversal	1	2,490.00
Deposit	140	1,393,838.49
EFT	14	-877,344.27
Report Total:	222	-73,405.71



Trabuco Canyon Water District
General Fund Warrant Register
3/14/2024


Summary of Disbursements

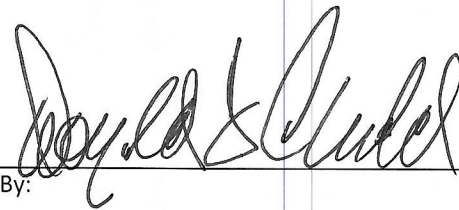
Computer Checks	257,135.52
UB Refund Checks	-
Void UB Refund	-
Bank Drafts	451,924.91
Bank EFTs	62,827.13
Voided Payments	-
Total Disbursements	771,887.56

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.

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.


General Manager / Assistant General Manager

 3-14-24
By: _____ Date: _____

 3/14/2024
By: _____ Date: _____



Trabuco Canyon Water District, CA

Bank Transaction Report

Transaction Detail

Issued Date Range: 02/07/2024 - 03/11/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Accounts Payable							
Bank Draft							
02/07/2024		DFT0003437	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-2,443.73
02/09/2024		DFT0003438	PACE PAYMENT SYSTEMS, INC.	Accounts Payable	Outstanding	Bank Draft	-281.50
02/09/2024		DFT0003439	THE TOLL ROADS	Accounts Payable	Outstanding	Bank Draft	-140.00
02/12/2024		DFT0003440	ADP	Accounts Payable	Outstanding	Bank Draft	-1,940.69
02/12/2024		DFT0003441	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-1,674.62
02/12/2024		DFT0003442	TAB ANSWER NETWORK	Accounts Payable	Outstanding	Bank Draft	-203.74
02/13/2024		DFT0003443	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-40.00
02/15/2024		DFT0003444	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-751.72
02/15/2024		DFT0003445	ADP	Accounts Payable	Outstanding	Bank Draft	-111,534.81
02/15/2024		DFT0003447	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-78.28
02/20/2024		DFT0003448	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-673.44
02/20/2024		DFT0003449	SOUTHERN CALIFORNIA EDISON	Accounts Payable	Outstanding	Bank Draft	-67,754.08
02/20/2024		DFT0003450	WEX FLEET UNIVERSAL	Accounts Payable	Outstanding	Bank Draft	-4,356.17
02/21/2024		DFT0003451	CALPERS	Accounts Payable	Outstanding	Bank Draft	-29,288.66
02/21/2024		DFT0003452	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-95.00
02/23/2024		DFT0003453	ADP	Accounts Payable	Outstanding	Bank Draft	-112.00
02/23/2024		DFT0003454	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-75.00
02/26/2024		DFT0003455	AT&T MOBILITY	Accounts Payable	Outstanding	Bank Draft	-2,802.64
02/26/2024		DFT0003456	CSDA Commercial Card - UMPQUA BANK	Accounts Payable	Outstanding	Bank Draft	-7,400.45
02/26/2024		DFT0003457	THE TOLL ROADS	Accounts Payable	Outstanding	Bank Draft	-140.00
02/27/2024		DFT0003458	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-766.00
02/29/2024		DFT0003459	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-360.00
03/01/2024		DFT0003460	VSP	Accounts Payable	Outstanding	Bank Draft	-755.03
03/04/2024		DFT0003461	ADP	Accounts Payable	Outstanding	Bank Draft	-113,072.00
03/04/2024		DFT0003462	CALPERS	Accounts Payable	Outstanding	Bank Draft	-63,148.08
03/04/2024		DFT0003463	PACE PAYMENT SYSTEMS, INC.	Accounts Payable	Outstanding	Bank Draft	-3,208.33
03/04/2024		DFT0003464	SANTA MARGARITA WATER DISTRICT	Accounts Payable	Outstanding	Bank Draft	-1,456.57
03/04/2024		DFT0003465	SHRED-IT USA, LLC	Accounts Payable	Outstanding	Bank Draft	-68.00
03/04/2024		DFT0003466	THE TOLL ROADS	Accounts Payable	Outstanding	Bank Draft	-140.00
03/05/2024		DFT0003467	GUARDIAN	Accounts Payable	Outstanding	Bank Draft	-3,955.78
03/05/2024		DFT0003468	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-15.00
03/06/2024		DFT0003469	CALPERS	Accounts Payable	Outstanding	Bank Draft	-29,018.87
03/06/2024		DFT0003470	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-34.70
03/08/2024		DFT0003471	PACE PAYMENT SYSTEMS, INC.	Accounts Payable	Outstanding	Bank Draft	-241.90
03/11/2024		DFT0003472	ADP	Accounts Payable	Outstanding	Bank Draft	-1,940.69

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/11/2024		DFT0003473	COX COMMUNICATIONS	Accounts Payable	Outstanding	Bank Draft	-2,447.12
03/11/2024		DFT0003474	TAB ANSWER NETWORK	Accounts Payable	Outstanding	Bank Draft	-218.52
03/11/2024		DFT0003475	WAGE WORKS, INC.	Accounts Payable	Outstanding	Bank Draft	-43.51
Bank Draft Total: (38)							-452,676.63
Bank Draft Reversal							
02/15/2024		DFT0003444	COX COMMUNICATIONS Reversal	Accounts Payable	Outstanding	Bank Draft Reversal	751.72
Bank Draft Reversal Total: (1)							751.72
Check							
02/12/2024		12303	SOUTHERN CALIFORNIA EDISON	Accounts Payable	Outstanding	Check	-10,000.00
02/20/2024		12304	AMERICAN WATER WORKS ASSOCIATION	Accounts Payable	Outstanding	Check	-501.00
02/20/2024		12305	APPLIED INDUSTRIAL TECHNOLOGIES	Accounts Payable	Outstanding	Check	-146.92
02/20/2024		12306	ARC	Accounts Payable	Outstanding	Check	-125.18
02/20/2024		12307	AT&T MOBILITY	Accounts Payable	Outstanding	Check	-139.38
02/20/2024		12308	BAVCO BACKFLOW APPARATUS & VALVE CO.	Accounts Payable	Outstanding	Check	-91.50
02/20/2024		12309	BLAKE SMITH	Accounts Payable	Outstanding	Check	-171.20
02/20/2024		12310	COUNTY OF ORANGE	Accounts Payable	Outstanding	Check	-5,445.14
02/20/2024		12311	DMC ENGINEERING	Accounts Payable	Outstanding	Check	-13,668.45
02/20/2024		12312	DMS FACILITY SERVICES	Accounts Payable	Outstanding	Check	-1,359.48
02/20/2024		12313	FEDEX	Accounts Payable	Outstanding	Check	-92.74
02/20/2024		12314	FERGUSON WATERWORKS	Accounts Payable	Outstanding	Check	-2,785.34
02/20/2024		12315	GARY KESSLER	Accounts Payable	Outstanding	Check	-105.00
02/20/2024		12316	GRAINGER	Accounts Payable	Outstanding	Check	-1,421.37
02/20/2024		12317	HANSON BRIDGETT LLP	Accounts Payable	Outstanding	Check	-19,804.08
02/20/2024		12318	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEM	Accounts Payable	Outstanding	Check	-320.00
02/20/2024		12319	HAZEN & SAWYER	Accounts Payable	Outstanding	Check	-10,388.00
02/20/2024		12320	HIGHROAD INFORMATION TECHNOLOGY, LLC.	Accounts Payable	Outstanding	Check	-7,945.67
02/20/2024		12321	IB CONSULTING	Accounts Payable	Outstanding	Check	-705.00
02/20/2024		12322	INFOSEND, INC.	Accounts Payable	Outstanding	Check	-2,028.81
02/20/2024		12323	JIG CONSULTANTS	Accounts Payable	Outstanding	Check	-13,376.90
02/20/2024		12324	MCFADDEN-DALE INDUSTRIAL HARDWARE	Accounts Payable	Outstanding	Check	-253.24
02/20/2024		12325	ORANGE COUNTY PUMPING, INC.	Accounts Payable	Outstanding	Check	-3,550.00
02/20/2024		12326	O'REILLY AUTOMOTIVE, INC.	Accounts Payable	Outstanding	Check	-58.07
02/20/2024		12327	ORKIN, INC.	Accounts Payable	Outstanding	Check	-2,043.95
02/20/2024		12328	PARK WEST LANDSCAPE MANAGEMENT	Accounts Payable	Outstanding	Check	-3,890.00
02/20/2024		12329	PETE'S ROAD SERVICE	Accounts Payable	Outstanding	Check	-2,551.50
02/20/2024		12330	SANTA MARGARITA WATER DISTRICT	Accounts Payable	Outstanding	Check	-660.00
02/20/2024		12331	SIERRA ANALYTICAL	Accounts Payable	Outstanding	Check	-3,145.00
02/20/2024		12332	SOTO RESOURCES	Accounts Payable	Outstanding	Check	-1,555.00
02/20/2024		12333	SOUTHERN CALIFORNIA WATER COALITION	Accounts Payable	Outstanding	Check	-2,500.00
02/20/2024		12334	SUNSET INDUSTRIAL PARTS	Accounts Payable	Outstanding	Check	-1,491.15
02/20/2024		12335	UNDERGROUND SERVICE ALERT/SC	Accounts Payable	Outstanding	Check	-104.16
02/20/2024		12336	UNIFIRST FIRST AID CORPORATION	Accounts Payable	Outstanding	Check	-56.48

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/20/2024		12337	USA BLUEBOOK	Accounts Payable	Outstanding	Check	-1,999.91
02/20/2024		12338	USDA, FOREST SERVICE	Accounts Payable	Outstanding	Check	-409.97
02/20/2024		12339	WECK LABORATORIES	Accounts Payable	Outstanding	Check	-519.00
02/20/2024		12340	WEST COAST EQUIPMENT & SAFETY SUPPLY	Accounts Payable	Outstanding	Check	-2,627.21
03/11/2024		12354	ANTHRACITE FILTER MEDIA COMPANY	Accounts Payable	Outstanding	Check	-4,845.67
03/11/2024		12355	AT&T	Accounts Payable	Outstanding	Check	-1,049.84
03/11/2024		12356	AT&T MOBILITY	Accounts Payable	Outstanding	Check	-124.71
03/11/2024		12357	COUNTY OF ORANGE	Accounts Payable	Outstanding	Check	-1,116.08
03/11/2024		12358	COUNTY OF ORANGE - HEALTH CARE AGENCY	Accounts Payable	Outstanding	Check	-20.00
03/11/2024		12359	CWEA	Accounts Payable	Outstanding	Check	-221.00
03/11/2024		12360	DB SALES & SERVICES	Accounts Payable	Outstanding	Check	-2,555.00
03/11/2024		12361	DMS FACILITY SERVICES	Accounts Payable	Outstanding	Check	-1,268.26
03/11/2024		12362	FIELDMAN, ROLAPP & ASSOC.	Accounts Payable	Outstanding	Check	-1,952.50
03/11/2024		12363	FULL TRAFFICE MAINTENANCE, INC.	Accounts Payable	Outstanding	Check	-1,151.31
03/11/2024		12364	HACH COMPANY	Accounts Payable	Outstanding	Check	-492.10
03/11/2024		12365	HANSON BRIDGETT LLP	Accounts Payable	Outstanding	Check	-35,704.41
03/11/2024		12366	INFOSEND, INC.	Accounts Payable	Outstanding	Check	-2,991.10
03/11/2024		12367	IRVINE RANCH WATER DISTRICT	Accounts Payable	Outstanding	Check	-40,628.91
03/11/2024		12368	LIEBERT CASSIDY WHITMORE	Accounts Payable	Outstanding	Check	-391.50
03/11/2024		12369	ORANGE COUNTY PUMPING, INC.	Accounts Payable	Outstanding	Check	-18,045.00
03/11/2024		12370	ORKIN, INC.	Accounts Payable	Outstanding	Check	-508.96
03/11/2024		12371	SIERRA ANALYTICAL	Accounts Payable	Outstanding	Check	-4,211.50
03/11/2024		12372	TOTAL COMPENSATION SYSTEMS, INC.	Accounts Payable	Outstanding	Check	-1,800.00
03/11/2024		12373	TOUCH TEL MOBILE	Accounts Payable	Outstanding	Check	-625.00
03/11/2024		12374	UNDERGROUND SERVICE ALERT/SC	Accounts Payable	Outstanding	Check	-100.66
03/11/2024		12375	UNITED RENTALS (NORTH AMERICA), INC.	Accounts Payable	Outstanding	Check	-865.24
03/11/2024		12376	VAUGHAN'S INDUSTRIAL REPAIR COMPANY, INC.	Accounts Payable	Outstanding	Check	-15,692.75
03/11/2024		12377	WECK LABORATORIES	Accounts Payable	Outstanding	Check	-1,053.00
03/11/2024		12378	YO FIRE	Accounts Payable	Outstanding	Check	-1,685.22
Check Total: (63)							-257,135.52
EFT							
02/21/2024		490	ACWA JPJA - LIFE	Accounts Payable	Outstanding	EFT	-485.74
02/21/2024		491	ALS - TRUESDAIL LABORATORIES	Accounts Payable	Outstanding	EFT	-4,704.00
02/21/2024		492	AMAZON	Accounts Payable	Outstanding	EFT	-2,238.61
02/21/2024		493	J. S. HELD LLC	Accounts Payable	Outstanding	EFT	-13,266.00
02/21/2024		494	OLIN CHEMICALS	Accounts Payable	Outstanding	EFT	-6,470.53
02/21/2024		495	ROCKSPARK INC.	Accounts Payable	Outstanding	EFT	-7,485.00
02/21/2024		496	UNIFIRST CORPORATION	Accounts Payable	Outstanding	EFT	-835.74
02/21/2024		497	UNITED WATER WORKS, INC.	Accounts Payable	Outstanding	EFT	-25,229.01
02/21/2024		498	WOODARD & CURRAN, INC.	Accounts Payable	Outstanding	EFT	-2,112.50
EFT Total: (9)							-62,827.13
Accounts Payable Total: (111)							-771,887.56

Bank Transaction Report

Report Total: (111) **Issued Date Range: -**
-771,887.56

Summary

Bank Account	Count	Amount
030866939 Bank of the West Checking	111	-771,887.56
Report Total:	111	-771,887.56

Cash Account	Count	Amount
99 99-000-1004 BMO Checking (Pooled Cash)	111	-771,887.56
Report Total:	111	-771,887.56

Transaction Type	Count	Amount
Bank Draft	38	-452,676.63
Bank Draft Reversal	1	751.72
Check	63	-257,135.52
EFT	9	-62,827.13
Report Total:	111	-771,887.56



Warrant Registry
Trabuco Canyon Water District
County of Orange
State of California

GENERAL FUND PAYROLL WARRANT REGISTER

For the Month of: March 2024

\$ 224,512.67

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.

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.

General Manager / Assistant General Manager

By Date

By Date

Net Pay	Checks	2,331.17
	Direct Deposits	69,902.85
	Subtotal Net Pay	72,234.02
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	72,234.02

Taxes		You are responsible for		Amount debited		
		Depositing these amounts		from your account		
Federal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.
	Federal Income Tax		14,085.59			
	Earned Income Credit Advances					
	Social Security		7,113.32		7,113.34	
	Medicare		1,663.62		1,663.60	
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal		22,862.53		8,776.94	31,639.47
	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		22,862.53		8,776.94	31,639.47
State	CA State Income Tax		6,350.75			
	CA State Unemployment Insurance-ER 3000				74.81	
	CA State Disability Insurance-EE		1,260.67			
	Subtotal CA		7,611.42		74.81	7,686.23
	Total Taxes	.00	.00	30,473.95	8,851.75	39,325.70
	Amount ADP Debited From AccountXXXX6939					39,325.70

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	69,902.85	23 Employee Transactions
Transfers	ADP Check	2,331.17	
	Amount ADP Debited From AccountXXXX6939		72,234.02
Total Amount ADP Debited From Your Accounts			111,559.72



Statistical Summary Detail

TRABUCO CANYON WATER

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

Batch : **1689**
Quarter Number : **1**
Service Center: **580**

Period Ending : **03/15/2024** **Week 12**
Pay Date : **03/20/2024**
Current Date : **03/18/2024** Page 2

Net Pay	Checks					236.75
	Direct Deposits					73,549.75
	Subtotal Net Pay					73,786.50
	Adjustments					.00
	Total Net Pay Liability (Net Cash)					73,786.50

Taxes		You are responsible for		Amount debited		
Federal		Depositing these amounts		from your account		
Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.	
Federal Income Tax						13,924.90
Earned Income Credit Advances						
Social Security						7,196.00 7,195.98
Medicare						1,682.91 1,682.93
Medicare Surtax						
Federal Unemployment Tax						
Subtotal Federal		22,803.81		8,878.91		31,682.72
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		22,803.81		8,878.91		31,682.72
State						
CA State Income Tax						6,163.55
CA State Unemployment Insurance-ER 8000						76.48
CA State Disability Insurance-EE						1,243.70
Subtotal CA				7,407.25	76.48	7,483.73
Total Taxes		.00	.00	30,211.06	8,955.39	39,166.45
Amount ADP Debited From AccountXXXX6939						39,166.45

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit					73,549.75	27 Employee Transactions
Transfers	ADP Check					236.75	
	Amount ADP Debited From AccountXXXX6939						73,786.50
Total Amount ADP Debited From Your Accounts						112,952.95	



Statistical Summary Detail

TRABUCO CANYON WATER

Region Name : GKN
Company Code : ADP RESOURCE

Batch : 2778
Quarter Number : 2
Service Center : 580

Period Ending : 03/31/2024
Pay Date : 04/05/2024
Current Date : 04/02/2024
Week 14
Page 2

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

CONSENT CALENDAR

ITEM 3: APPROVAL OF 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. *March 4, 2024*

CONTACTS (staff responsible): PALUDI/PEREA



TRABUCO CANYON WATER DISTRICT EXECUTIVE COMMITTEE MEETING RECAP | MARCH 4, 2024

DIRECTORS PRESENT

Vice President Ed Mandich, Committee Chair
President Stephen Dopudja, Committee Member

STAFF PRESENT

Fernando Paludi, General Manager
Michael Perea, Assistant General Manager
Roseann Lejsek, Administrative Assistant
Jason Stroud, Maintenance Superintendent

CONSULTANTS PRESENT

Claire Collins, District General Legal Counsel – Hanson Bridgett, LLC

PUBLIC PRESENT

None

CALL MEETING TO ORDER

Vice President Mandich called the March 4, 2024 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

None

REPORT FROM THE GENERAL MANAGER

Mr. Paludi reported that Operations and Maintenance staff have prepared the wells to start pumping, but that there are some programming issues with the onsite telemetry system. Mr. Paludi added that TESCO Controls is scheduled to finalize the programming this month.

DISCUSSION MATTERS

ITEM 1: APPROVAL OF EXECUTIVE COMMITTEE MEETING RECAP

Mr. Paludi presented the Executive Committee Meeting Recap(s) for Committee consideration in accordance with the agenda.

MOTION: Approve the Executive Committee Meeting Recap(s) and recommend the Board of Directors receive and file the same (Consent Calendar) – Director Dopudja

SECOND: Director Mandich

AYES: Directors Mandich & Dopudja

NOES: None

**TRABUCO CANYON WATER DISTRICT
EXECUTIVE COMMITTEE MEETING RECAP | MARCH 4, 2024**

ABSTAIN: None

MOTION PASSED/FAILED: Passed 2 - 0

ITEM 2: BOARD AGENDA PLANNING CALENDAR

Mr. Paludi provided a handout that included the following agenda planning items for Committee review and consideration:

March 2024

Regular Board Meeting – 3/21

- Adopt Annual Statement of Investment Policy (F/A)
- Approval of Resolution Authorizing USBR Grant Application (E/O)
- Discuss MWDOC/MET Draft FY 2024-25 Budgets (F/A)
- Water Awareness Day Planning Update (Exec)

Trabuco Canyon Public Financing Authority – 3/21

- Set additional regularly scheduled meetings of the Financing Authority

April 2024

Special Board Meeting (Week of 4/8)

- Review revised CIP, preliminary FY 25 budget and finance plan (Budget Workshop)

Regular Board Meeting – 4/18

- Receive and file District Total Compensation Survey Update (Exec & F/A)
- Award Harris Grade Pipeline Replacement Design Contract (E/O)
- Award Recycled Water P.S. Improvements Design Contract (E/O)
- Settlement Offer with Rutter Development (Closed Session)

Trabuco Canyon Public Financing Authority – 4/18

- Approve loan legal documents and finance plan (F/A)

Special Board Meeting (Week of 4/22)

- Budget Workshop #2 (if necessary)

May 2024

Water Awareness Day – 5/11

Regular Board Meeting – 5/16

- Approve health benefit determination methodology (Exec and F/A)
- Award HR Support Services Contract (Exec and F/A)

Trabuco Canyon Public Financing Authority – 5/16

- Approve bank purchaser of private placement borrowing transaction (F/A)

Other Potential Future Board Items

- Accept Saddle Crest Facilities (tent)

**TRABUCO CANYON WATER DISTRICT
EXECUTIVE COMMITTEE MEETING RECAP | MARCH 4, 2024**

Mr. Paludi added that District staff will be meeting the rate consultant to review the proposed Fiscal Year 2024-25 budget and capital improvement program budget. Discussion occurred concerning scheduling special board meetings to review the budgets and financial planning.

MOTION: None – Informational item only.

ITEM 3: SB 1218 (NEWMAN): EMERGENCY WATER SUPPLIES - SUPPORT

Mr. Paludi presented this matter for Committee consideration, and he provided background information on SB 1218, sponsored by Irvine Ranch Water District (IRWD), which seeks to enact a policy in the Water Code that would recognize emergency water supplies, encourage their development, and support their use during times of shortage. Mr. Paludi reported that many agencies have developed “emergency water supplies” to enhance their water supply reliability during times of shortage and that the investment in these supplies is not currently incentivized by the state because only demand reduction through conservation mandates is recognized as a matter of policy. Mr. Paludi stated that TCWD has been requested to sign a coalition support letter for SB 1218. Mr. Paludi also stated that he would request an IRWD representative to provide an overview of this legislation at the Regular Board Meeting for the Board’s consideration.

MOTION: None – Informational item only.

ITEM 4: DISCUSSION OF DISTRICT HUMAN RESOURCES AND BENEFITS ADMINISTRATION SUPPORT

Mr. Paludi provided a brief update on this item, and he reported that staff is prepared to issue a RFP. Discussion occurred with the Committee regarding the possible need to bifurcate the scope of the RFP to Human Resources needs and benefits needs. Discussion also occurred regarding the possibility of sending out an RFQ to gauge potential firm qualifications.

MOTION: None – Informational item only.

ITEM 5: UPDATE ON SADDLE CREST DEVELOPMENT DISCUSSIONS

Mr. Paludi provided a brief update on this matter, and he stated that he and general counsel met with the developer. Director Mandich indicated that would not comment on this matter due to his connection with former employer Hunsaker & Associates; Ms. Collins concurred that the update is on discussions with the developer only. Mr. Paludi reported that discussions with the developer included the best path forward from the District’s perspective. General counsel recommended establishing an ad hoc committee to discuss this matter more fully and to receive guidance moving forward. Mr. Paludi stated that the District is operating the facilities provisionally and has not accepted the facilities as of yet.

MOTION: None – Informational item only.

OTHER MATTERS

ITEM 6: REPORTS OR COMMENTS FROM THE GENERAL MANAGER AND/OR STAFF

Meeting with Assemblywoman Kate Sanchez

Mr. Paludi provided a brief update on a meeting scheduled with Assemblywoman Kate Sanchez and her staff later in the week. Mr. Paludi stated that he and Board President Dopudja will be giving Assemblywoman Sanchez a tour of some District facilities.

Staffing Update

**TRABUCO CANYON WATER DISTRICT
EXECUTIVE COMMITTEE MEETING RECAP | MARCH 4, 2024**

Mr. Paludi reported that the District has hired new staff member Jarrod Walker as a Water Operator II in the Water Operations Department.

MOTION: None

ADJOURNMENT

Vice President Mandich adjourned the March 4, 2024 Executive Committee Meeting at 5:55 p.m.

DRAFT

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

ACTION CALENDAR

ADMINISTRATIVE MATTERS

**ITEM 4: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/
ATTENDANCE**

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. Per Ordinance No. 91-15 (adopted July 17, 1991), Directors' per diem amount is limited to \$125 per day for a maximum of ten days per calendar month. The attached spreadsheet provides a recap of the meetings, seminars, and 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 2023-24 Budgeted Board Expenses: \$45,000

COMMITTEE STATUS:

This matter was reviewed with the Finance/Audit Committee.

RECOMMENDED ACTION:

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

1. *March 2024*

EXHIBITS:

1. Directors Fees and Expenses Monthly Report for March 2024
2. Directors Future/Tentative Meeting/Attendance Schedule for Calendar Year 2024

CONTACTS (staff responsible): PALUDI/PEREA


**TRABUCO CANYON WATER DISTRICT
DIRECTORS' FEES AND EXPENSES MONTHLY REPORT | MARCH 2024**

MEETING DESCRIPTION	ACOSTA	CHADD	DOPUDJA	MANDICH	SAFRANSKI
DISTRICT MEETINGS					
Engineering/Operational Committee Meeting					03/06/24
Energy Efficiency Ad Hoc Committee Meeting				03/15/24	03/15/24
Executive Committee Meeting			03/04/24	03/04/24	
Finance/Audit Committee Meeting		03/14/24		03/14/24	
Individual Meeting with General Manager	03/19/24	03/19/24	03/18/24	03/18/24	03/19/24
Regular Board Meeting	03/21/24		03/21/24	03/21/24	03/21/24
REPRESENTATIVE MEETINGS					
Community Associations of Rancho (CAR) Meeting		03/05/24			
City of Rancho Santa Margarita - City Council Meeting					
City of Rancho Santa Margarita - Planning Commission Meeting	03/06/24				
Independent Special Districts of Orange County (ISDOC) Monthly Meeting				03/05/24	
MWDOC Administration/Finance Committee Meeting	03/13/24				
MWDOC Board Meeting	03/20/24				
Orange County Local Agency Formation Commission (OC LAFCO)				03/13/24	
South Orange County Agencies Group Meeting					03/28/24
Water Advisory Commission of Orange County (WACO)	03/01/24				
NUMBER OF MEETINGS ATTENDED	6	3	3	7	5
PER DIEMS (\$125 per each meeting*)	\$750.00	\$375.00	\$375.00	\$875.00	\$625.00
DIRECT REIMBURSABLE EXPENSES					
DIRECT REIMBURSABLE EXPENSES TOTALS					
INDIRECT REIMBURSABLE EXPENSES					
INDIRECT REIMBURSABLE EXPENSES TOTALS					
TOTAL (PER DIEMS + DIRECT REIMBURSABLE EXPENSES)	\$750.00	\$375.00	\$375.00	\$875.00	\$625.00
<i>* Maximum per diem per day is one; maximum per diems per month is 10</i>					

DIRECTOR SIGNATURE _____

TRABUCO CANYON WATER DISTRICT | 2024 PUBLIC MEETING AND CONFERENCE CALENDAR

		2024											
LINE ITEM	MEETING DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DISTRICT PUBLIC MEETINGS													
1	Executive Committee Meeting	01/08/24	02/05/24	03/04/24	04/01/24	05/06/24	06/03/24	07/01/24	08/05/24	09/02/24	10/07/24	11/04/24	12/02/24
2	Engineering/Operational Committee Meeting	01/03/24	02/07/24	03/06/24	04/03/24	05/01/24	06/05/24	07/03/24	08/07/24	09/04/24	10/02/24	11/06/24	12/04/24
3	Finance/Audit Committee Meeting	01/11/24	02/08/24	03/07/24	04/11/24	05/09/24	06/13/24	07/11/24	08/08/24	09/12/24	10/10/24	11/14/24	12/12/24
4	Regular Board Meeting	01/18/24	02/15/24	03/14/24	04/18/24	05/16/24	06/20/24	07/18/24	08/15/24	09/19/24	10/17/24	11/21/24	12/19/24
5	District Properties Ad Hoc Committee Meeting	-	-	-	-	-	-	-	-	-	-	-	-
PUBLIC MEETINGS													
6	City of RSM City Council Meeting - Meeting No. 1	01/09/24	02/13/24	03/12/24	04/09/24	05/14/24	06/11/24	07/09/24	08/13/24	09/10/24	10/08/24	11/12/24	12/10/24
7	City of RSM City Council Meeting - Meeting No. 2	01/23/24	02/24/24	03/26/24	04/23/24	05/28/24	06/25/24	07/23/24	08/27/24	09/24/24	10/22/24	11/26/24	12/24/24
8	City of RSM Planning Commission Meeting	01/03/24	02/07/24	03/06/24	04/03/24	05/01/24	06/05/24	07/03/24	08/07/24	09/04/24	10/02/24	11/06/24	12/04/24
9	Independent Special Districts of Orange County Meeting - Executive	01/02/24	02/06/24	03/05/24	04/02/24	05/14/24	06/04/24	07/02/24	08/06/24	09/03/24	10/01/24	11/05/24	12/10/24
10	Independent Special Districts of Orange County Meeting - Quarterly	01/25/24	-	-	04/25/24	-	-	07/25/24	-	-	10/31/24	-	-
11	Orange County Local Agency Formation Commission (OC LAFCO)	01/10/24	02/14/24	03/13/24	04/10/24	05/08/24	06/12/24	07/10/24	08/14/24	09/11/24	10/09/24	11/13/24	12/11/24
12	Municipal Water District of Orange County (MWDOC) Board Meeting	01/17/24	02/21/24	03/20/24	04/17/24	05/15/24	06/19/24	07/17/24	08/21/24	09/18/24	10/16/24	11/20/24	12/18/24
13	Santiago Aqueduct Commission Meeting	-	-	03/21/24	-	-	06/20/24	-	-	09/19/24	-	-	12/12/24
14	Quarterly South Orange County Integrated Regional Watershed Management Executive Committee												
15	Monthly South Orange County Integrated Regional Watershed Management Executive Committee												
16	South Orange County Water Agencies Group Meeting*	01/23/24	-	03/26/24	-	05/28/24	-	07/23/24	-	09/23/24	-	11/25/24	-
18	Water Advisory Committee of Orange County	01/05/24	02/02/24	03/01/24	04/05/24	05/03/24	06/07/24	07/12/24	08/02/24	09/06/24	10/04/24	11/01/24	12/13/24
CONFERENCES													
19	ACWA Spring Conference - Sacramento, CA					05/07-05/09							
20	ACWA Fall Conference - Palm Desert, CA												12/03-12/05
21	CSDA Annual Conference -Indian Wells, CA									09/09-09/12			
22	CSDA GM Leadership Summit - Anaheim, CA						06/23-06/25						
24	CSDA SDLA Conference - San Diego, CA				04/14-04/17								
25	Colorado River Water User’s Association (CRWUA) Annual Conference – Las Vegas, NV												12/04-12/06
23	Urban Water Institute (UWI) Annual Conference - Palm Springs, CA		02/21-02/23										

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

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

**ACTION CALENDAR
FINANCIAL MATTERS**

ITEM 5: ADOPT RESOLUTION APPROVING INSTALLMENT PURCHASE AGREEMENT BETWEEN THE TRABUCO CANYON WATER DISTRICT AND THE TRABUCO CANYON PUBLIC FINANCING AUTHORITY

Background

On February 11, 2022, the Trabuco Canyon Water District (the “District”) entered into a credit agreement with BMO (as successor to Bank of the West), to finance certain capital projects in the amount of \$10 million. The final maturity of this loan is July 1, 2024 and requires the payment of the \$10 million in principal at maturity. This debt may be prepaid at any time without premium.

The District’s staff has identified approximately \$10.4 million in additional capital project funding needs for its water, wastewater and recycled water enterprises. The District has an opportunity to refinance the BMO credit agreement and obtain additional funds for capital projects to be repaid over 20 to 25 years. The District’s 2023 Cost of Service Study included this debt financing strategy in the rate analysis.

Discussion

The District has engaged a team of consultants (Fieldman Rolapp & Associates, Inc. as Municipal Advisor, Stradling Yocca Carlson & Rauth as Special Counsel, and Oppenheimer as Placement Agent) to prepare the necessary documentation. The District’s finance team has determined it is in the District’s best interest to obtain the financing through a private placement bank, similar to the process completed in 2022.

The resolutions to be presented for consideration by the Board of Directors of the District and the Trabuco Canyon Public Financing Authority (the “Authority”) authorize the execution and delivery of an installment purchase agreement between the District and the Authority and an Assignment Agreement between the Authority and one or more private placement banks for the purpose of paying off the BMO credit agreement and financing new capital projects. The Authority is a joint powers entity formed by the District and Community Facilities District No. 7 to assist the District with its financing needs.

The Installment Purchase Agreement between the District and the Authority establishes the specific terms and conditions under which the District’s combined water revenues, wastewater revenues and reclaimed water revenues are pledged to pay the installment payments securing the loan. The Installment Purchase Agreement contains certain financial covenants of the District to provide security for the funds to be applied to repay the loan.

District staff will bring back the recommendation for the private placement bank at the District’s Regular Board meeting on May 16, 2024.

FISCAL IMPACT:

The fiscal impacts associated with this item are undetermined until an installment purchase agreement and assignment agreement with one or more banks with specific terms and conditions are approved.

RECOMMENDED ACTION(S):

Adopt Resolution No. 2024-1330 approving the execution and delivery of an installment purchase agreement between the Trabuco Canyon Water District and the Trabuco Canyon Public Financing Authority for the purpose

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

of refinancing and financing capital projects and authorizing the execution and delivery of certain related documents and certain other matters.

EXHIBITS:

1. Draft Resolution No. 2024-1330 – Resolution of the Trabuco Canyon Water District
2. Draft Installment Purchase Agreement between Trabuco Canyon Water District and Trabuco Canyon Public Financing Authority (Exhibit A to Resolution No. 2024-1330)

CONTACTS (Staff Responsible): PALUDI/PEREA/COLLINS

RESOLUTION NO. 2024-1330

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRABUCO
CANYON WATER DISTRICT
APPROVING THE EXECUTION AND DELIVERY OF AN
INSTALLMENT PURCHASE AGREEMENT WITH THE TRABUCO
CANYON PUBLIC FINANCING AUTHORITY FOR THE PURPOSE OF
REFINANCING AND FINANCING CAPITAL PROJECTS AND
AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN
DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER
MATTERS**

The Trabuco Canyon Water District (the “District”) is a county water district that is duly organized and existing under and pursuant to Division 12 of the California Water Code (Section 30000 *et seq.*) (the “Act”).

The District desires to refinance the costs of acquiring, constructing and installing certain capital facilities and improvements related to its water system and to acquire, construct and install certain public facilities and improvements (collectively, the “Project”).

The District has determined that it is in the best interest of the District to enter into one or more installment purchase agreements (collectively, the “Installment Purchase Agreements”) with the Trabuco Canyon Public Financing Authority (the “Authority”) to refinance and finance the Project subject to certain limitations described herein, to approve certain other documents and to provide for the refinancing and financing of the Project.

The Installment Purchase Agreements will be payable from net revenues of the District’s water system, wastewater system and reclaimed water system as described in the Installment Purchase Agreements.

THEREFORE, THE BOARD OF DIRECTORS OF THE TRABUCO CANYON WATER DISTRICT HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

Section 1: The foregoing recitals are true and correct.

Section 2: The form of the Installment Purchase Agreement, which is attached hereto as Exhibit A, is hereby approved in substantial form. The President of the Board, the Secretary, the General Manager (including for this purpose any duly designated Interim General Manager or acting General Manager) and the Assistant General Manager (collectively, the “Authorized Officers”) are authorized to execute and deliver one or more Installment Purchase Agreements, in substantially the form attached hereto, with only such revisions, insertions and omissions as may be required or approved by the District’s General Counsel or Stradling Yocca Carlson & Rauth LLP, as Bond Counsel (“Bond Counsel”), which will be conclusively evidenced by the execution and delivery of such Installment Purchase Agreements; provided that: (i) the Installment Purchase Agreements shall not have a term later than July 1, 2049; (ii) the total principal amount

of the Installment Purchase Agreements shall not exceed \$22,000,000; and (iii) the interest rate with respect to each Installment Purchase Agreement shall not exceed 6.25% (except in an event of default or taxability, each as set forth in a Installment Purchase Agreement), and which in no event shall exceed the maximum interest rate payable by law.

Section 3: The proceeds of each Installment Purchase Agreement shall be applied to refinance and finance the Project in accordance with such Installment Purchase Agreement.

Section 4: The Authorized Officers or any other proper officer of the District, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreements and this resolution. In the event that the President or Vice-President of the Board is unavailable to sign any of the agreements that are described herein, any other member of the Board may sign such agreement.

Section 5: The good faith estimates of costs related to the Installment Purchase Agreement which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit B hereto and are available to the public at the meeting at which this resolution is approved.

Section 6: This resolution shall take effect immediately.

ADOPTED, SIGNED AND APPROVED April 18, 2024:

President

APPROVED AS TO FORM:

Claire Collins, General Counsel

STATE OF CALIFORNIA)

) ss.

COUNTY OF ORANGE)

I, Michael Perea, Secretary of the Board of Trabuco Canyon Water District, hereby certify that the foregoing Resolution was duly adopted by the Board of the District at its meeting held on April 18, 2024, at which a quorum was present and acting throughout, and for which notice and an agenda was prepared and posted as required by law and that the Resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DRAFT

Secretary of the Board
Trabuco Canyon Water District

EXHIBIT A

[FORM OF INSTALLMENT PURCHASE AGREEMENT]

DRAFT

EXHIBIT B

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Installment Purchase Agreement in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by Fieldman, Rolapp & Associates (the District's "**Municipal Advisor**").

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the principal amount of the Installment Purchase Agreement is **\$20,550,000** (the "**Estimated Principal Amount**").

True Interest Cost. The Municipal Advisor has informed the District that, based on the Estimated Principal Amount and market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Installment Purchase Agreement, which means the rate necessary to discount the amounts payable on the installment payments under Installment Purchase Agreement, is **5.20%**.

Finance Charge. The Municipal Advisor has informed the District that, based on the Estimated Principal Amount and market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Installment Purchase Agreement, which means the sum of all fees and charges paid to third parties (or costs associated therewith), is **\$150,000**.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, based on the Estimated Principal Amount and market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District, less such finance charge, as estimated above, and any reserves or capitalized interest paid or funded, is **\$20,400,000**.

Total Payment Amount. The Municipal Advisor has informed the District that, based on the Estimated Principal Amount and market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all installment payments the District will make, plus such finance charge, as described above, not paid with the proceeds of the Installment Purchase Agreement, calculated to the final payment of the Installment Purchase Agreement, is **\$37,289,060**.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Installment Purchase Agreement, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual principal amount of Installment Purchase Agreement being different from the Estimated Principal Amount; (c) the actual amortization of the Installment Purchase Agreement being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of

execution and delivery of the Installment Purchase Agreement being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. The actual date of execution and delivery of the Installment Purchase Agreement and the actual principal amount of Installment Purchase Agreement will be determined by the Authority and the District based on the timing of the need for proceeds of the Installment Purchase Agreement and other factors.

DRAFT

INSTALLMENT PURCHASE AGREEMENT

by and between

TRABUCO CANYON WATER DISTRICT

and

TRABUCO CANYON PUBLIC FINANCING AUTHORITY

Dated as of April 1, 2024

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INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT, made and entered into as of April 1, 2024 by and between TRABUCO CANYON WATER DISTRICT, a county water district duly organized and existing under and by virtue of the laws of the State of California (the “District”), and TRABUCO CANYON PUBLIC FINANCING AUTHORITY, a joint exercise of powers agency duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

WITNESSETH:

WHEREAS, the District proposes to acquire certain capital improvements, described as Component A in Exhibit A, (the “2024 Project”) and to refinance the acquisition of certain capital improvements described as Component B in Exhibit A (the “2022 Project”).

WHEREAS, the Authority has agreed to assist the District in acquiring the 2024 Project and refinance the acquisition of the 2022 Project on the terms and conditions that are set forth herein.

WHEREAS, the Authority is authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including but not limited to Section 6584 et seq., to finance the acquisition of property for its members and is authorized by Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California to refinance the acquisition of property for its members.

WHEREAS, the District is authorized by Division 13 of the Water Code of the State of California, including but not limited to Sections 31040, 31041, 31042 and 31047 thereof, to acquire the 2024 Project and is authorized by Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California to refinance the acquisition of property.

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

Accountant's Report. The term "Accountant's Report" means a report signed by an Independent Certified Public Accountant.

Acquisition Fund. The term "Acquisition Fund" means the Acquisition Fund by that name created pursuant to Section 3.06 hereof and designated by the District as account numbers _____ and _____.

Agreement. The term "Agreement" means this Installment Purchase Agreement, dated as of April 1, 2024, by and between the District and the Authority, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

Assignment Agreement. The term "Assignment Agreement" means the Assignment Agreement, dated as of April 1, 2024, by and between the Authority and the Bank, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

Assistant General Manager. The term "Assistant General Manager" means the Assistant General Manager of the District, or any other person designated by the Assistant General Manager to act on behalf of the Assistant General Manager.

Authority. The term "Authority" means the Trabuco Canyon Public Financing Authority, a joint exercise of powers agency duly organized and existing under and by virtue of the laws of the State of California and the JPA Agreement.

Authorized Representative. The term "Authorized Representative" means the President, Vice President, Secretary or Treasurer of the Authority.

Bank. The term "Bank" means _____, a _____, solely in its capacity as assignee under the Assignment Agreement, and its successors and assignors.

Bonds. The term "Bonds" means all revenue bonds or notes of the District authorized, executed, issued and delivered by the District, the payments of which are payable from Net Revenues on a parity with the Installment Payments and which are secured by a pledge of and lien on the Revenues as described in Section 5.01 hereof.

Business Day. The term "Business Day" means a day other than: a Saturday or Sunday or a day on which: (i) banks located in Los Angeles are not required or authorized to remain closed; and (ii) the New York Stock Exchange is not closed.

Code. The term "Code" means the Internal Revenue Code of 1986.

Contracts. The term "Contracts" means and is limited to: (1) this Agreement and any amendments and supplements hereto; and (2) all contracts of the District hereto or hereafter authorized the Parity Installment Payments with respect to which are payable from Net Revenues on a parity with the Installment Payments and which are secured by a pledge and lien on the Revenues as described in Section 5.01 hereof; but excluding in all cases contracts entered into for operation and maintenance of the Water System, the Reclaimed Water System or the Wastewater System.

Date of Operation. The term "Date of Operation" means, with respect to any uncompleted Parity Project, the estimated date by which such Parity Project will have been completed and, in the opinion of an engineer, will be ready for operation by or on behalf of the District.

Debt Service. The term “Debt Service” means, for any period of calculation, the sum of:

- (1) the interest payable on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized),
- (2) that portion of the principal amount of all outstanding serial Bonds maturing in such period (but excluding Excluded Principal),
- (3) that portion of the principal amount of all outstanding term Bonds required to be prepaid or paid in such period (but excluding Excluded Principal), and
- (4) that portion of the payments under the Contracts payable during such period (except to the extent such interest is capitalized and except that Excluded Principal shall be excluded from payments under the Contracts);

provided that, as to any such Bonds or Contracts bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to be 110% of the daily average interest rate on such Bonds or Contracts during the 36 months ending with the month preceding the date of calculation, or such shorter period that such Bonds or Contracts shall have been Outstanding;

provided further that, if any series or issue of such Bonds or Contracts have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Debt Service shall be determined for the period of determination as if the principal and interest on such series or issue of such Bonds or Contracts were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of thirty (30) years from the date of calculation; and

provided further that, as to any such Bonds or Contracts or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Bonds or Contracts or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund (exclusive of any insurance policy, letter of credit, surety bond or other security device) on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and in each preceding year until such amount is exhausted; and

provided further that Debt Service shall not include interest which is paid from investment earnings on amounts on deposit in any reserve fund or account and transferred to the respective payment fund.

Default Rate. The term “Default Rate” means the then applicable interest rate on the principal amount of the Installment Payments plus _____% per annum.

District. The term “District” means Trabuco Canyon Water District, a county water district duly organized and existing under and by virtue of the laws of the State of California.

Event of Default. The term “Event of Default” means an event described in Section 8.01.

Excluded Principal. The term “Excluded Principal” means each payment of principal of any Bond or Contract for which there is on file with the Bank (i) a certificate of an Independent Municipal Consultant to the effect that such Bond or Contract is commercial paper or otherwise of a short term or revolving nature and has a maturity of less than 61 months and (ii) a certificate of an Authorized Representative to the effect that the District intends to pay such principal from the proceeds of Bonds or Contracts or other bonds, notes or other obligations of the District. No such determination shall affect the security for such Bonds or Contracts or the obligation of the District to pay such Bonds or Contracts from Net Revenues.

Fiscal Year. The term “Fiscal Year” means the period beginning on July 1 of each year and ending on the last day of June of the succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

Generally Accepted Accounting Principles. The term “Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

Independent Certified Public Accountant. The term “Independent Certified Public Accountant” means any firm of certified public accountants appointed by the District, each of whom is independent of the District and the Authority pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Municipal Consultant. The term “Independent Municipal Consultant” means a municipal advisor or firm of such municipal advisors appointed by the District, and who, or each of whom: (1) is in fact independent and not under domination of the District; (2) does not have any substantial interest, direct or indirect, with the District; (3) is registered as a “municipal advisor,” as defined in Section 15B of the Securities Exchange Act of 1934, as amended; and (4) is not connected with the District as an officer or employee thereof, but who may be regularly retained to make reports thereto.

Installment Payment Date; Parity Installment Payment Date. The term “Installment Payment Date” means: (i) each January 1 and July 1, commencing January 1, 2025, or if said date is not a Business Day, then the preceding Business Day; or (ii) any other date upon which Installment Payments become due and payable, whether by acceleration, prepayment or otherwise. The term “Parity Installment Payment Date” means each date on which Parity Installment Payments are scheduled to be paid by the District under and pursuant to any Contract.

Installment Payments; Parity Installment Payments. The term “Installment Payments” means the installment payments of interest and principal scheduled to be paid by the District under and pursuant hereto. The term “Parity Installment Payments” means the payments of interest and principal scheduled to be paid by the District under and pursuant to the Contracts.

JPA Agreement. The term “JPA Agreement” means the Joint Exercise of Powers Agreement, dated August 18, 1993 by and between the District and Community Facilities District No. 7 of the

Trabuco Canyon Water District, pursuant to which the Authority is established, as such JPA Agreement may be amended and supplemented from time-to-time on accordance therewith.

Law. The term “Law” means the County Water District Law of the State of California (being Division 12 of the Water Code of the State of California, as amended), and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and all laws amendatory thereof or supplemental thereto.

Manager. The term “Manager” means the General Manager of the District, or any other person designated by the General Manager to act on behalf of the General Manager.

Net Revenues. The term “Net Revenues” means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operation and Maintenance Costs for such Fiscal Year.

Operation and Maintenance Costs. The term “Operation and Maintenance Costs” means

(i) costs spent or incurred for maintenance and operation of the Water System, the Wastewater System or the Reclaimed Water System in a Fiscal Year calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Water System, the Wastewater System or the Reclaimed Water System in good repair and working order, and including administrative costs of the District that are charged directly or apportioned to the Water System, the Wastewater System or the Reclaimed Water System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys, consultants or engineers and insurance premiums, and including all other reasonable and necessary costs of the District or charges (other than Debt Service) required to be paid by it to comply with the terms of this Agreement or any other Contract or of any resolution or indenture authorizing the issuance of any Bonds or of such Bonds,

(ii) all costs of all water purchased, stored, banked, exchanged or otherwise acquired for delivery by the Water System or the Reclaimed Water System (including any interim or renewed arrangement therefor),

but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature, including but not limited to restatements made in subsequent periods which would not have affected the District’s statements of revenues, expenses and changes in net position, and prior period adjustments and any amounts transferred from the Revenue Fund to the Rate Stabilization Fund or a Special Purpose Fund.

Permitted Investments. The term “Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) for all purposes, including but not limited to discharge of Installment Payments in accordance with Section 9.01: (1) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below); or (2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and

(b) for all purposes other than discharge of Installment Payments in accordance with Section 9.01: (1) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including the Export - Import Bank; Farmers Home Administration; General Services Administration; U.S. Maritime Administration; Small Business Administration; Government National Mortgage Association (GNMA); U.S. Department of Housing & Urban Development (PHAs); and Federal Housing Administration; (2) bonds, notes or other evidences of indebtedness rated “AAA” and “Aaa” by the applicable rating agency issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years; (3) U.S. dollar denominated deposit accounts, certificates of deposit, federal funds and banker’s acceptances with domestic commercial banks (including the Bank and its affiliates) which are either insured by the Federal Deposit Insurance Corporation or have a rating on their short term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (4) commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by S&P and which matures not more than 270 days after the date of purchase; (5) investments in a money market fund rated “AAAm” or “AAAm G” or better by S&P, including such funds for which the Bank or an affiliate acts as investment advisor or provides other services; (6) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and which are rated, based on the escrow, in the highest rating category of S&P or any successor thereto; (7) the State of California Local Agency Investment Fund and (8) any other investment approved in writing by the Bank.

Project. The term “Project” means (i) the 2022 Project, constituting Component B on Exhibit B hereto and (ii) the 2024 Project, constituting Component A on Exhibit B hereto, as modified from time-to-time in accordance with Section 3.02 hereof.

Purchase Price. The term “Purchase Price” means the principal amount plus interest thereon owed by the District to the Authority under the terms hereof as provided in Section 4.01.

Rate Stabilization Fund

“Rate Stabilization Fund” means those District accounts designated by the District as account numbers _____ and _____, or any other accounts created in the future and designated by action of the Board of Directors as a part of the Rate Stabilization Fund by that name established pursuant to Section 5.04 hereunder.

Reclaimed Water System. The term “Reclaimed Water System” means the whole and each and every part of recycled and reclaimed water system of the District, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such recycled and reclaimed water system or any part thereof hereafter acquired or constructed.

Revenue Fund. The term “Revenue Fund” means those District accounts designated by the District as account numbers _____, _____, _____, _____ and _____, together with other accounts into which Revenues are currently deposited or any other accounts created in the future and designated by action of the Board of Directors as a part of the Revenue Fund by that name continued pursuant to Section 5.02 hereunder.

Revenues. The term “Revenues” means:

(1) all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Water System, the Reclaimed Water System and the Wastewater System determined in accordance with Generally Accepted Accounting Principles, including, without limiting the generality of the foregoing:

(2) the facility capacity charges and amounts received from infrastructure replacement fund charges or similar charges related to the Water System, the Reclaimed Water System and the Wastewater System, plus

(3) for any Fiscal Year, the amount of 1% *ad valorem* property tax allocated to the District, plus

(4) the earnings on and income derived from the investment of the amounts described in clauses (1), (2) and (3) hereof, plus

(5) all amounts transferred from the Rate Stabilization Fund to the Revenue Fund during any Fiscal Year in accordance with Section 5.04 hereof, plus

(6) all amounts transferred from the Special Purpose Funds to the Revenue Fund during any Fiscal Year in accordance with Section 5.05 hereof,

but excluding in all cases (i) customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the District, (ii) any proceeds of taxes restricted by law to be used by the District to pay obligations of the District other than Bonds or Contracts, (iii) the Water Reliability and Emergency Storage Meter Charge revenue, but only to the extent such revenue is first paid towards the State of California Department of Public Health pursuant to Article B-3 of the SDWSRF Loan Agreement, and (iv) any amounts transferred from the Revenue Fund to the Rate Stabilization Fund during any Fiscal Year in accordance with Section 5.02(c) hereof.

SDWSRF Loan Agreement. The term “SDWSRF Loan Agreement” means the Funding Agreement (Construction Loan Agreement No. SRF09CX102 dated September 28, 2009) between the State of California Department of Public Health and the District, as amended and supplemented.

Special Purpose Funds. The term “Special Purpose Funds” means each fund of the District designated by resolution of the Board of Directors of the District as a special purpose fund.

Wastewater System. The term “Wastewater System” means the whole and each and every part of the wastewater system of the District, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such Wastewater System or any part thereof hereafter acquired or constructed; provided however that the Wastewater System shall not include any real property and buildings which relate to the delivery of treated water or treatment of water to any existing customers or any future customers or which relate to the District’s water operations except to the extent such real property and buildings are determined by the Board of Directors of the District by resolution to be included in the Wastewater System.

Water System. The term “Water System” means the whole and each and every part of the water system of the District, whether owned or operated by the District or another public agency, the

portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such water system or any part thereof hereafter acquired or constructed.

Written Consent of the Authority or District, Written Order of the Authority or District, Written Request of the Authority or District, Written Requisition of the Authority or District. The terms “Written Consent of the Authority or District,” “Written Order of the Authority or District,” “Written Request of the Authority or District,” and “Written Requisition of the Authority or District” mean, respectively, a written consent, order, request or requisition signed by or on behalf of: (a) the Authority by its Authorized Representative; or (b) the District by the President of its Board of Directors or its Manager or by the Secretary of its Board of Directors or by any two persons (whether or not officers of the Board of Directors of the District) who are specifically authorized by resolution of the District to sign or execute such a document on its behalf.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations by the District. The District makes the following representations:

(a) The District is a county water district duly organized and existing under and pursuant to the laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Agreement and carry out its obligations hereunder, to carry out and consummate all other transactions contemplated by this Agreement, and the District has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the District has duly authorized the execution, delivery and due performance of this Agreement.

(d) The District will not take or, to the extent within its power, permit any action to be taken which results in the interest paid for the installment purchase of the Project under the terms of this Agreement being included in the gross income of the Bank for purposes of federal or State of California income taxation.

(e) The District has determined that it is necessary and proper for District uses and purposes within the terms of the Law that the District acquire the 2024 Project, and to refinance the acquisition of the 2022 Project in the manner provided for in this Agreement.

(f) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the delivery or sale of the Installment Payments or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar state or federal securities requirements.

(g) The execution and delivery of this Agreement, the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default

(with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement or the financial condition, assets, properties or operations of the District.

(h) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement, or the financial condition, assets, properties or operations of the District.

Section 2.02. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers agency duly organized and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement and by proper action has duly authorized the execution and delivery and due performance of this Agreement.

(b) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

(c) The Authority will not take or permit any action to be taken which results in interest paid for the installment purchase of the Project under the terms of this Agreement being included in the gross income of the Bank for purposes of federal or State of California income taxation.

(d) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which

default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement, or the financial condition, assets, properties or operations of the Authority.

Section 2.03. No Financial Advisory or Fiduciary Relationship. Each of the District and the Authority represent, warrant and covenant that: (i) the transaction contemplated herein and in the Assignment Agreement is an arm's length commercial transaction among the District, the Authority and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), an agent or a fiduciary of the District or the Authority, (iii) the Bank and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District or the Authority with respect to the transaction contemplated hereby or by the Assignment Agreement and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the District or the Authority, and (vi) each of the District and the Authority has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

ARTICLE III

ACQUISITION OF THE PROJECT

Section 3.01. Sale of the 2022 Project. In consideration of the Authority's assistance in refinancing the 2022 Project, the District hereby transfers to the Authority the 2022 Project.

Section 3.02. Purchase and Sale of the Project. In consideration for the Installment Payments as set forth in Section 4.02, the Authority agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Authority, the Project at the Purchase Price specified in Section 4.01 in the manner and in accordance with the provisions of this Agreement.

Section 3.03. Title. All right, title and interest in Component B of the Project shall vest in the District immediately upon execution and delivery of this Agreement. All right, title and interest in Component A of the Project shall vest in the District immediately upon the acquisition or construction thereof. Such vesting shall occur without further action by the Authority or the District and the Authority shall, if requested by the District or if necessary to assure such automatic vesting, deliver any and all documents required to assure such vesting.

Section 3.04. Acquisition and Construction of the 2024 Project. The Authority hereby agrees to cause the 2024 Project, and any additions or modifications thereto, to be constructed, acquired or installed by the District as its agent, and the District shall enter into contracts and provide for, as agent of the Authority, the complete construction, acquisition and installation of the 2024 Project. The District hereby agrees that it will cause the construction, acquisition and installation of the 2024 Project to be diligently performed after the deposit of funds with the District pursuant to the this Agreement, upon satisfactory completion of design work and compliance with all environmental and other laws including, but not limited to, the California Environmental Quality Act and approval by the Board of Directors of the District, unforeseeable delays beyond the reasonable control of the District only

excepted. It is hereby expressly understood and agreed that the Authority shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2024 Project and that all such costs and expenses shall be paid by the District, regardless of whether the funds deposited in the Acquisition Fund are sufficient to cover all such costs and expenses.

Section 3.05. Changes to the 2024 Project. The District may substitute other improvements for those listed as components of the 2024 Project in Exhibit B hereto, but only if the District first files with the Authority a statement of the District:

(a) identifying the improvements to be deleted from such Exhibit and the improvements to replace such deleted improvements; and

(b) stating that the estimated costs of construction, acquisition and installation of the substituted improvements are not less than such costs for the improvements previously planned.

Section 3.06. Acquisition Fund. There is hereby established with the District the Acquisition Fund. The District shall deposit moneys received from the Bank to finance the 2024 Project into the Acquisition Fund.

The moneys in the Acquisition Fund shall be held by the District in trust and moneys therein shall be applied to the payment of the costs of acquisition and construction of the 2024 Project, and of expenses incidental thereto, including costs of executing and delivering this Agreement. Before any payment is made from the Acquisition Fund, the Manager shall cause to be filed with the Assistant General Manager a Written Requisition of the District in the form set forth in Exhibit D hereto.

Upon receipt of each such Written Requisition, the Assistant General Manager will pay the amount set forth in such Written Requisition as directed by the terms thereof. The Assistant General Manager need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

When the 2024 Project shall have been constructed and acquired in accordance with this Agreement, a statement of the District stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the Bank. Upon the receipt of such statement, the Assistant General Manager shall transfer any remaining balance in the Acquisition Fund and not needed for Acquisition Fund purposes (but less the amount of any such retention which amount shall be certified to the Assistant General Manager by the Manager) to the Revenue Fund.

ARTICLE IV

INSTALLMENT PAYMENTS

Section 4.01. Purchase Price.

(a) The Purchase Price with respect to the Project to be paid by the District hereunder to the Authority is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

Upon the occurrence and continuance of an Event of Default, the interest to accrue on the unpaid balance of such principal amount shall accrue at the Default Rate.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit A hereto.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 4.02 and Exhibit A hereto, and shall be paid by the District as and constitute interest paid with respect to the principal amount of the District's obligations hereunder.

Section 4.02. Installment Payments. The District shall, subject to any rights of prepayment provided in Article VII, pay the Authority the Purchase Price of the Project in installment payments of interest and principal in the amounts and on the Installment Payment Dates as set forth in Exhibit A hereto.

Each Installment Payment shall be paid to the Authority in lawful money of the United States of America. In the event the District fails to make any of the payments required to be made by it under this Section, such payment shall continue as an obligation of the District until such amount shall have been fully paid; and the District agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Installment Payments if paid in accordance with their terms.

Subject to Section 10.01 hereof, the obligation of the District to make the Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the District will not discontinue or suspend any Installment Payments required to be made by it under this Section when due, whether or not the Water System, the Reclaimed Water System or the Wastewater System or any part thereof is operating or operable, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2024 Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.01. Pledge of Revenues. All Revenues and all amounts on deposit in the Revenue Fund, the Rate Stabilization Fund and the Special Purpose Funds are hereby irrevocably pledged to the

payment of the Installment Payments as provided herein, subject, however, to the pledge thereon securing any other Bonds or Contracts; and the Revenues shall not be used for any other purpose while any of the Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Contracts and Bonds, shall constitute a first lien on Revenues and, subject to application of Revenues and all amounts on deposit in the Revenue Fund, the Rate Stabilization Fund and the Special Purpose Funds as permitted herein, on the Revenue Fund, the Rate Stabilization Fund and the Special Purpose Funds and other funds and accounts created hereunder for the payment of the Installment Payments and all other Contracts and Bonds in accordance with the terms hereof.

Pursuant to Section 5451 of the Government Code of the State of California, the pledge of the Revenues by the District for the payment of the Installment Payments constitutes a pledge and lien which immediately attaches to such Revenues, and is effective, binding and enforceable against the District, its successors, creditors and all others asserting rights therein, to the extent set forth, and in accordance with, this Agreement, irrespective of whether those parties have notice of the pledge and without the need for physical delivery, recordation, filing or further act.

Section 5.02. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received by the District in trust hereunder and shall be deposited when and as received in a special fund designated as the "Revenue Fund," which fund is hereby continued and which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Contracts or Bonds remain unpaid.

The District shall, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. Thereafter all remaining moneys in the Revenue Fund shall be applied by the District at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section.

(a) Installment Payments. Not later than each Installment Payment Date, the District shall, from the moneys in the Revenue Fund, transfer to the Bank the portion of each Installment Payment due and payable on that Installment Payment Date, and shall transfer to the applicable trustee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service in accordance with the provisions of any Bond or Contract.

(b) Reserve Funds. Not later than six (6) Business Days prior to each Installment Payment Date the District shall, from the remaining moneys in the Revenue Fund, thereafter, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer for deposit in reserve funds and/or accounts, if any, as may have been established in connection with Bonds or Contracts other than this Agreement, that sum, if any, necessary to restore such reserve funds to the required amount.

(c) Surplus. On the last day of each month, moneys on deposit in the Revenue Fund not necessary to make any of the payments required above may be expended by the District at any time

for any purpose permitted by law, including payment of unpaid amounts due on obligations subordinate hereto, and transfers to the Rate Stabilization Fund in accordance with Section 5.04 and Special Purpose Funds pursuant to Section 5.05.

Section 5.03. Additional Contracts and Bonds – Net Revenues. The District may at any time execute any Contract or issue any Bonds, as the case may be, in accordance herewith; provided:

(a) The Net Revenues for either: (i) the most recent audited Fiscal Year; or (ii) twelve of the last eighteen months, in each case preceding the date of the execution of such Contract or the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year or twelve month period, as the case may be, to increases in rates and charges with respect to the Water System, the Reclaimed Water System and the Wastewater System approved and in effect as of the date of calculation, as evidenced by a calculation prepared by the District, shall have produced a sum equal to at least one hundred twenty percent (120%) of the Debt Service for such Fiscal Year or twelve month period, as the case may be, plus the Debt Service which would have accrued on any Contracts executed or Bonds issued since the end of such Fiscal Year or twelve month period, as the case may be, assuming such Contracts had been executed or Bonds had been issued at the beginning of such Fiscal Year, plus the Debt Service which would have accrued had such Contract been executed or Bonds been issued at the beginning of such Fiscal Year or twelve month period, as the case may be; and

For purposes of this Section 5.03(a), Revenues in any Fiscal Year shall not include any amounts transferred from the Rate Stabilization Fund to the Revenue Fund in excess of twenty percent (20%) of the Debt Service for such Fiscal Year.

(b) Notwithstanding the foregoing, Bonds issued or Contracts executed to refund Bonds or Contracts may be delivered without satisfying the conditions set forth above if Debt Service in each Fiscal Year after the Fiscal Year in which such Bonds are issued or Contracts executed is not greater than 110% Debt Service that would have been payable in each such Fiscal Year prior to the issuance of such Bonds or execution of such Contracts.

Section 5.04. Establishment of Rate Stabilization Fund. There is hereby established a special fund designated as the “Rate Stabilization Fund” to be held by the District in trust hereunder, which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Installment Payments remain unpaid. Money transferred by the District from the Revenue Fund to the Rate Stabilization Fund in accordance with Section 5.02(c) shall be held in the Rate Stabilization Fund and applied in accordance with the terms hereof.

The District may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund and transfer such amounts to the Revenue Fund for application in accordance with Section 5.02 hereof. Amounts transferred from the Rate Stabilization Fund to the Revenue Fund pursuant to this Section 5.04 during or within 270 days after a Fiscal Year, may be taken into account as Revenues for purposes of the calculations in Sections 5.03(a) and 6.13(a) in such Fiscal Year.

Section 5.05. Establishment of Special Purpose Funds. Amounts in Special Purpose Funds may be applied and used for the purposes hereinafter described in this Agreement, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the District.

The District may withdraw all or any portion of the amounts on deposit in a Special Purpose Fund and transfer such amounts to the Revenue Fund for application in accordance with Section 5.02 hereof upon a determination by resolution of the Board of Directors of the District substantially to the effect that (a) (i) non-routine expenditures resulting from extraordinary events, including but not limited to droughts and natural disasters, are reasonably expected to be incurred, and (ii) reduced Revenues have resulted from such an extraordinary event, (b) application of amounts on deposit in one or more Special Purpose Funds to the payment of such expenditures is financially prudent and necessary, and (c) the Board of Directors has adopted a budget amendment, if necessary, to reflect such expenditures and the transfer of such amounts from Special Purpose Funds to the Revenue Fund. Amounts transferred from Special Purpose Funds to the Revenue Fund pursuant to this Section 5.04 during or within 270 days after the end of a Fiscal Year, may be taken into account as Revenues for purposes of the calculations in Sections 5.03(a) and 6.13(a) in such Fiscal Year.

Section 5.06. Investments. All moneys held by the District in the Revenue Fund, the Acquisition Fund, the Rate Stabilization Fund and the Special Purpose Funds shall be invested in Permitted Investments and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.01. Compliance with Installment Purchase Agreement and Ancillary Agreements. The District will punctually pay the Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

It is expressly understood and agreed by and among the parties to this Agreement that, subject to Section 10.06 hereof, each of the agreements, conditions, covenants and terms contained in this Agreement is an essential and material term of the purchase of and payment for the Project by the District pursuant to, and in accordance with, and as authorized under the Law.

Section 6.02. Against Encumbrances. The District will not make any pledge of or place any lien on any other Revenues or the moneys in the Revenue Fund, the Rate Stabilization Fund or the Special Purpose Funds senior to the lien created in Section 5.01 hereof. The District will not make any pledge of or place any lien on any other Revenues or the moneys in the Revenue Fund, the Rate Stabilization Fund or the Special Purpose Funds on a parity with the lien created in Section 5.01 hereof except as provided in Section 5.03. The District may at any time, or from time to time; (i) incur evidences of indebtedness or incur other obligations for any lawful purpose which are payable from

and secured by a pledge of or lien on Revenues or any moneys in the Revenue Fund, the Rate Stabilization Fund and the Special Purpose Funds as may from time to time be deposited therein, provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein; or (ii) execute Contracts or issue Bonds as permitted herein.

Section 6.03. Against Sale or Other Disposition of Property. The District will not enter into any agreement or lease which impairs the operation of the Water System, the Reclaimed Water System or the Wastewater System or any part thereof necessary to secure adequate Revenues for the payment of the Installment Payments, or which would otherwise impair the rights of the Authority hereunder or the operation of the Water System, the Reclaimed Water System or the Wastewater System. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Water System, the Reclaimed Water System or the Wastewater System or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the District to pay the Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the District to sell any portion of the Water System, the Reclaimed Water System or the Wastewater System if such portion is immediately repurchased by the District and if such arrangement cannot by its terms result in: (i) the purchaser of such portion of the Water System, the Reclaimed Water System or the Wastewater System exercising any remedy which would deprive the District of or otherwise interfere with its right to own and operate such portion of the Water System; or (ii) the creation of a payment obligation of the District structurally or contractually senior to the obligation to make Installment Payments.

Section 6.04. Against Competitive Facilities. To the extent permitted by law, the District covenants that it will not acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the District any water system or wastewater system competitive with the Water System, the Reclaimed Water System or the Wastewater System.

Section 6.05. Tax Covenants. Notwithstanding any other provision of this Agreement, absent an opinion of Special Counsel that the exclusion from gross income of the interest component of the Installment Payments will not be adversely affected for federal income tax purposes, the District and the Authority covenant to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The District and the Authority will not take or omit to take any action or make any use of any proceeds of this Agreement or of any other moneys or property which would cause the Installment Payments to be “private activity bonds” within the meaning of Section 141 of the Code.

(b) Arbitrage. The District and the Authority will make no use of any proceeds of this Agreement or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the Installment Payments to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The District and the Authority will make no use of any proceeds of this Agreement or take or omit to take any action that would cause the Installment Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The District and the Authority will take or cause to be taken all necessary action to comply with the informational reporting requirements of Section 149(e) of the Code.

(e) Hedge Bonds. The District and the Authority will make no use of any proceeds of this Agreement or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Installment Payments to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of the interest component of the Installment Payments for federal income tax purposes.

(f) Miscellaneous. The District and the Authority will take no action, or omit to take any action, inconsistent with the expectations stated in any tax certificate executed in connection with the Installment Payments and will comply with the covenants and requirements stated therein and incorporated by reference herein.

This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the District and the Authority from causing to be executed and delivered Contracts or to issue Bonds, the interest with respect to which has been determined by Special Counsel not to be subject to federal income taxation.

Section 6.06. Maintenance and Operation. The District will maintain and preserve the Water System, the Reclaimed Water System and the Wastewater System in good repair and working order at all times and will operate the Water System, the Reclaimed Water System and the Wastewater System in an efficient and economical manner and will pay all Operation and Maintenance Costs as they become due and payable.

Section 6.07. Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or the funds or accounts created hereunder or on any funds in the hands of the District pledged to pay the Installment Payments or to the Owners prior or superior to the lien of the Installment Payments or which might impair the security of the Installment Payments.

Section 6.08. Compliance with Contracts. The District will neither take nor omit to take any action under any contract if the effect of such act or failure to act would in any manner materially adversely impair the ability of the District to pay Installment Payments; and the District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in all other contracts affecting or involving the Water System, the Reclaimed Water System or the Wastewater System.

Section 6.09. Insurance.

(a) The District will procure and maintain or cause to be procured and maintained insurance on the Water System, the Reclaimed Water System and the Wastewater System with responsible insurers in such amounts and against such risks (including damage to or destruction of the

Water System, the Reclaimed Water System and the Wastewater System) as are usually covered in connection with water and wastewater systems similar to the Water System, the Reclaimed Water System and the Wastewater System so long as such insurance is available from reputable insurance companies.

In the event of any damage to or destruction of the Water System, the Reclaimed Water System or the Wastewater System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Water System, the Reclaimed Water System or the Wastewater System. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Water System shall be free and clear of all claims and liens.

If such net proceeds exceed the costs of such reconstruction, repair or replacement, then the excess net proceeds shall be applied by the District in any manner permitted by law, including but not limited to prepay the Installment Payments, in the manner provided in Section 7.01 herein.

The District shall procure and maintain or cause to be procured and maintained, with responsible insurers, public liability and worker's compensation insurance covering claims against the District (including its directors, officers and employees) for bodily injury or death, or damage to property occasioned by reason of the District's operations, including any use of the Water System, the Reclaimed Water System and the Wastewater System and such insurance shall afford protection in such amounts as are usually covered in connection with operations similar to the Water System, the Reclaimed Water System and the Wastewater System; provided, that such insurance coverage may be satisfied under a self-insurance program which is actuarially sound.

(b) The District will procure and maintain such other insurance as it shall deem advisable or necessary to protect its interests and the interests of the Authority, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with water systems similar to the Water System, the Reclaimed Water System and the Wastewater System.

(c) Any insurance required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained through the participation by the District of an insurance program administered by a joint exercise of powers authority for public agencies.

All policies of insurance required to be maintained herein shall provide that the Authority and the Bank shall be given thirty (30) days written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 6.10. Accounting Records; Financial Statements and Other Reports.

(a) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the District, which records shall be available for inspection by the Authority and the Bank at reasonable hours and under reasonable conditions.

(b) The District will prepare and file with the Authority and the Bank annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2024) audited financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon.

(c) The District will provide the Authority and the Bank with copies of its annual budget within 30 days following the adoption thereof and any interim updates of the budget.

Section 6.11. Protection of Security and Rights of the Authority. The District will preserve and protect the security hereof and the rights of the Authority to the Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.12. Payment of Taxes and Compliance with Governmental Regulations. The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Water System, the Reclaimed Water System or the Wastewater System or any part thereof or upon the Revenues when the same shall become due. The District will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Water System, the Reclaimed Water System or the Wastewater System or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.13. Amount of Rates and Charges.

(a) To the fullest extent permitted by law, the District shall fix and prescribe, at the commencement of each Fiscal Year, rates and charges (including land based charges) which are reasonably expected to be at least sufficient to yield during each Fiscal Year Net Revenues equal to one hundred twenty percent (120%) of the Debt Service payable in such Fiscal Year; provided however, for purposes of this Section 6.13, the District shall not include as Revenues proceeds of the sale of real property; and provided, further, that for purposes of this Section 6.13(a), Revenues in such Fiscal Year shall not include any amount transferred from the Rate Stabilization Fund to the Revenue Fund in excess of twenty percent (20%) of Debt Service payable in such Fiscal Year.

(b) The District may make adjustments from time to time in such rates and charges (including land based charges) and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges (including land based charges) then in effect unless the Net Revenues from such reduced rates and charges (including land based charges) are reasonably expected to be sufficient to meet the requirements of this Section 6.13.

(c) For avoidance of doubt, so long as the District has complied with its obligations set forth in Section 6.13(a) above, the failure of Net Revenues to meet the threshold set forth in Section 6.13(a) above at the end of a Fiscal Year shall not constitute a default or an Event of Default so long as the District has complied with Section 6.13(a) at the commencement of the succeeding Fiscal Year.

Section 6.14. Collection of Rates and Charges. The District will have in effect at all times by-laws, rules and regulations requiring each customer to pay the rates and charges applicable to the Water System, the Reclaimed Water System and the Wastewater System and providing for the billing thereof and for a due date and a delinquency date for each bill.

Section 6.15. Further Assurances. The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

Section 6.16. Enforcement of Contracts. The District will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into if such rescission or amendment would result in a default by the District in the payment of Installment Payments.

Section 6.17. Budgets. On or prior to the fifteenth day of each Fiscal Year, the District shall certify to the Bank that the amounts budgeted for payment of Installment Payments are fully adequate for the payment of all Installment Payments due under this Agreement for such Fiscal Year. If the amounts so budgeted are not adequate for the payment of Installment Payments due under this Agreement, the District will take such action as may be necessary to cause such annual budget to be amended, corrected or augmented so as to include therein the amounts required to be raised by the District in the then ensuing Fiscal Year for the payment of Installment Payments due under this Agreement and will notify the Bank of the proceedings then taken or proposed to be taken by the District.

Section 6.18. Observance of Laws and Regulations. To the extent necessary to assure its performance hereunder, the District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, respectively, including its right to exist and carry on its business, to the end that such contracts, rights and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 6.19. Compliance with Contracts. The District shall comply with the terms, covenants and provisions, express or implied, of all contracts for the use of the Water System, the Reclaimed Water System and the Wastewater System by the District, and all other contracts and agreements affecting or involving the Water System, the Reclaimed Water System and the Wastewater System to the extent that the District is a party thereto.

Section 6.20. Prosecution and Defense of Suits. The District shall promptly, upon request of the Bank, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Water System, the Reclaimed Water System and the Wastewater System or any part thereof, whether now existing or hereafter developing, shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Authority and the Bank harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

The District shall defend against every suit, action or proceeding at any time brought against the Authority and the Bank, as assignee under the Assignment Agreement, upon any claim arising out of the receipt, application or disbursement of any of the Installment Payments or involving the rights of the Authority and the Bank, as assignee under the Assignment Agreement, under this Agreement; provided that the Authority at its election may appear in and defend any such suit, action or proceeding.

The District shall indemnify and hold harmless the Authority and the Bank, as assignee under the Assignment Agreement, against any and all liability claimed or asserted by any person, arising out of such receipt, application or disbursement. The District shall promptly reimburse the Authority and the Bank, as assignee under the Assignment Agreement, in the full amount of any attorneys' fees or other expenses which the Authority may incur in litigation or otherwise in order to enforce such party's rights under this Agreement.

Section 6.21. Bankruptcy. The District agrees, to the fullest extent permitted by law, to voluntarily apply all Revenues to pay Installment Payments when due in the case of any bankruptcy proceeding undertaken pursuant to Chapter 9 of Title 11 of the United States Code.

ARTICLE VII

PREPAYMENT OF INSTALLMENT PAYMENTS

Section 7.01. Prepayment.

(a) The District may prepay the principal component of Installment Payments as a whole or in part, on any date from insurance or condemnation awards with respect to damage, destruction or taking of a significant portion of the Water System, the Reclaimed Water System or the Wastewater System.

(b) The District may prepay the principal component of Installment Payments in whole or in part on any date from any available funds at the following redemption prices expressed as a percentage of the principal amount to be prepaid, plus accrued interest thereon to the date of prepayment:

Prepayment Dates

Prepayment Prices

Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

Section 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01, the District shall give written notice to the Authority and the Bank specifying the date on which the Installment Payments will be paid, which date shall be not less than thirty (30) days from the date such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 8.01. Events of Default and Acceleration of Installment Payments. If one or more of the following Events of Default shall happen:

(a) if default shall be made by the District in the due and punctual payment of any Installment Payment or any Contract or Bond when and as the same shall become due and payable;

(b) if default shall be made by the District in the performance of any of the other agreements or covenants required herein or in any Contract or Bond to be performed by it, and such default shall have continued for a period of thirty (30) days after the District shall have been given notice in writing of such default by the Authority, provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the District within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder;

(c) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property; or

(d) if payment of the principal of any Contract or Bond is accelerated in accordance with its terms; or

then and in each and every such case during the continuance of such Event of Default specified above, the Default Rate shall be applicable and the Bank or the Authority may, by notice in writing to the District, declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This subsection however, is subject to the condition that if at any time after the entire principal amount of the unpaid Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the District shall deposit with the Authority a sum sufficient to pay the unpaid principal amount of the Installment Payments and/or the unpaid payment of any other Contract or Bond referred to in clause (a) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority, or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment

shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.01, all Revenues thereafter received shall be applied in the following order:

First, to the payment of the fees, costs and expenses of the Bank, if any, including reasonable compensation to its accountants and counsel;

Second, to payment of the fees, costs and expenses of the Authority, if any, including reasonable compensation to its accountants and counsel;

Third, to the payment of the Operation and Maintenance Costs; and

Fourth, to the payment of the entire principal amount of the unpaid Installment Payments and the unpaid principal amount of all Bonds and Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms.

Section 8.03. Other Remedies of the Authority. The Authority shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his duties under the Law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, neither the Authority or the Bank shall have a security interest in or mortgage on the Project, the Water System, the Reclaimed Water System or the Wastewater System or other assets of the District, and no default hereunder shall result in the loss of the Project, the Water System, the Reclaimed Water System or the Wastewater System or other assets of the District.

Section 8.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Installment Payments to the Authority at the respective due dates or upon prepayment from the Net Revenues, the Revenue Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right

or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the District and the Authority shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

If any remedial action is discontinued or abandoned, the Authority and the Bank shall be restored to their former positions.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.01. Discharge of Obligations.

(a) When all or any portion of the Installment Payments shall have become due and payable in accordance herewith or a written notice of the District to prepay all or any portion of the Installment Payments shall have been filed with the Bank; and

(b) there shall have been deposited with the Bank at or prior to the Installment Payment Dates or date (or dates) specified for prepayment, in trust for the benefit of the Authority or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Installment Payments, sufficient moneys and non-callable Permitted Investments, issued by the United States of America and described in clause (a) of the definition thereof, the principal of and interest on which when due will provide money sufficient, without reinvestment, to pay all principal, prepayment premium, if any, and interest of such Installment Payments to their respective Installment Payment Dates or prepayment date or dates as the case may be, as evidenced by a special report prepared by an Independent Certified Public Accountant addressed to the Bank and the Bank has received an opinion addressed to it in form and substance satisfactory to the Bank in its sole discretion of qualified counsel to the effect that such deposit and prepayment will not cause the interest component of Installment Payments to be included in gross income for federal income tax purposes;

then and in that event, the right, title and interest of the Authority herein and the obligations of the District hereunder shall, with respect to all or such portion of the Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Authority and the obligation of the District to have such moneys and such Permitted Investments applied to the payment of such Installment Payments, and the obligation of the District to pay any deficiency in such moneys and Permitted Investments).

Upon payment in full of the principal component of all Installment Payments plus interest thereon to the date of payment, the Bank shall pay over to the District as an overpayment of Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto other than such moneys and such Permitted Investments as are required for the payment or prepayment of the Installment Payments, which moneys and Permitted Investments shall continue to be held by the Bank in trust for the payment of the Installment Payments and shall be applied by the Bank to the payment of the Installment Payments of the District.

ARTICLE X

MISCELLANEOUS

Section 10.01. Liability of District Limited. The obligation of the District to make the Installment Payments is a special obligation of the District payable solely the Net Revenues, and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction. Notwithstanding anything contained herein, but subject to the priority payment with respect to Operation and Maintenance Costs, the District shall not be required to advance any moneys derived from any source of income other than the Revenues and the Revenue Fund for the payment of amounts due hereunder or for the performance of any agreements or covenants required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

Section 10.02. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District, the Authority and the Bank, as assignee of the Authority pursuant to the terms of the Assignment Agreement, any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Authority shall be for the sole and exclusive benefit of the other party.

Section 10.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the District or the Authority is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District or the Authority, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Authority shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.04. Waiver of Personal Liability. No director, officer or employee of the District shall be individually or personally liable for the payment of the Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby", "herein," "hereof," "hereto," "herewith" and other words

of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.06. 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 the District or the Authority 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 District and the Authority 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.

Section 10.07. Assignment. This Agreement and any rights hereunder may be assigned by the Authority, as a whole or in part, without the necessity of obtaining the prior consent of the District. The District hereby acknowledges that the Authority has assigned its rights hereunder, including, without limitation, the right to receive Installment Payments, to exercise any remedies and grant any consents hereunder, to the Bank and references herein to the Authority shall mean the Bank.

Section 10.08. Net Contract. This Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof the Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.09. California Law. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District: Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, CA 92679
Attention: General Manager

If to the Authority: Trabuco Canyon Public Financing Authority
c/o Trabuco Canyon Water District
32003 Dove Canyon Drive
Trabuco Canyon, CA 92679
Attention: Treasurer

If to the Bank: _____

Attention: _____

Section 10.11. Effective Date. This Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Authority).

Section 10.12. Execution in 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.

Section 10.13. Indemnification of Authority and Bank. The District hereby agrees to indemnify and hold harmless the Authority, the Bank, their respective shareholders, owners, officers, directors, and assigns if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder; provided that no indemnification will be made for willful misconduct, gross negligence or breach of an obligation hereunder by the Authority or the Bank.

Section 10.14. Amendments Permitted. This Agreement and the rights and obligations of the Authority and the District may be modified or amended at any time by an amendment hereto which shall become binding with the written consent of the Bank.

Section 10.15. Waiver of Jury Trial; Agreement for Judicial Reference. To the fullest extent permitted by law, the District hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement or any related documents, or the enforcement of any remedy under any law, statute, or regulation.

To the extent the foregoing waiver of a jury trial is unenforceable under applicable State of California law, the District agrees to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Agreement to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The District and the Bank shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the District and the Bank cannot agree upon a referee, the referee will be appointed by the court.

Section 10.16. Transfer. This Agreement is not subject to transfer or assignment by the District. The District acknowledges that the Bank may transfer or assign this Agreement in whole and not in part provided that:

- (a) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(b) the transferring holder thereof can transfer this Agreement only to a transferee who executes and delivers to the District a letter of the transferee substantially in the form attached as Exhibit C and who qualifies as an:

(i) a qualified institutional buyer pursuant to Rule 144A of the 1933 Securities Act; or

(ii) an “accredited investor” within the meaning of Section 2(15) of the 1933 Securities Act; and

(c) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the District without the prior review and written consent of the District, in the District’s sole discretion.

Section 10.17. Restrictions on Agreement. The District and the Authority understand that this Agreement shall not be, and the District and the Authority shall not cause this Agreement to be, (a) assigned a rating by any credit rating agency, (b) registered with The Depository Trust Company or any other securities depository, (c) offered pursuant to any type of offering document or official statement, (d) assigned a DTC-registered CUSIP number by Standard & Poor’s CUSIP Service or (e) listed on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access website (“EMMA”); provided, however, that Oppenheimer & Co. Inc., as placement agent for the District, will post the issuer’s name, issue description, closing date, principal amount, the interest rate and the maturity date of this Agreement on EMMA.

Section 10.18. Expenses. The District or the Authority shall pay (or cause to be paid), and the Bank shall be under no obligation to pay, the costs of the execution and delivery of the Agreement, including but not limited to the following (i) the fees and disbursements of the following: Special Counsel, Counsel to the Bank, the District’s General Counsel, the Placement Agent to the District; (ii) the California Debt and Investment Advisory Commission fees; and (iii) all other fees and expenses incident to the execution and delivery of the Agreement. The Bank shall not have any responsibility for any expenses associated with the Agreement, including, but not limited to, the expenses identified above as the obligation of the District or the Authority.

Section 10.19. Website Disclosure. If the District elects or is required to post this Agreement and related documentation on a national public market repository, the District may do so with certain information redacted pursuant to this Section. With respect to any such posting, the District shall provide such documentation to the Bank for review with reasonable advance notice prior to any posting deadline imposed by applicable law and shall consider in good faith reasonable redaction requests of the Bank Sensitive Data (defined below) that are provided within a reasonable period prior to such posting deadline. The District shall redact such “Bank Sensitive Data” as directed by the Bank. For the purpose of this Section, “Bank Sensitive Data” means signatures/names, account numbers, wire transfer and payment instructions and any other data that could be reasonably construed as sensitive information.

Section 10.20. OFAC; Patriot Act.

(a) The Bank shall obtain, verify and record information that identifies the District, which information includes the name and address of the District and other information that will allow the

Bank to identify the District in accordance with the Patriot Act. The District hereby agrees that it shall promptly provide such information upon request by the Bank.

(b) The District shall: (i) ensure that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (“OFAC”), the U.S. Department of the Treasury or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the District or from otherwise conducting business with the District; and (ii) to ensure that the proceeds received hereunder shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

[SIGNATURES ON FOLLOWING PAGE.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

TRABUCO CANYON WATER DISTRICT

President of the Board of Directors of the Trabuco
Canyon Water District

ATTEST

Secretary of the Trabuco Canyon Water District

TRABUCO CANYON PUBLIC FINANCING
AUTHORITY

Chair

ATTEST

Secretary

EXHIBIT A
PURCHASE PRICE

1. The principal amount of payments to be made by the District hereunder is \$_____.
2. The installment payments of principal and interest are payable in the amounts and on the Installment Payment Dates as follows:

<i>Installment Payment Date</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest*</i>	<i>Total</i>
-------------------------------------	---	---	--------------

DRAFT

* Interest amounts calculated at a rate of _____% per annum on the basis of a 360-day year comprised of twelve 30-day months.

EXHIBIT B
THE PROJECT
DESCRIPTION OF THE 2024 PROJECT
(COMPONENT A)

Component

Estimated Capital Cost

\$

DESCRIPTION OF THE 2022 PROJECT
(COMPONENT B)

Component

Estimated Capital Cost

\$

DRAFT

EXHIBIT C

FORM OF PURCHASER LETTER

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

Re: \$ _____ *Trabuco Canyon Water District Installment Purchase Agreement*

Ladies and Gentlemen:

The undersigned, an authorized representative of _____, a California state-chartered bank (the “Purchaser”), hereby represents and warrants to you as follows:

1. The Purchaser is the assignee of the above-referenced agreement (the “Agreement”) approved pursuant to that certain Resolution adopted by the Board of Directors of the Trabuco Canyon Water District (the “District”) on _____, 2024 (the “Resolution”).

2. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and the lending to public agencies, to enable the Purchaser to evaluate the Agreement, the credit of the District, the collateral and the Agreement terms and that the Purchaser will make or has made its own independent credit analysis and decision to enter into the Agreement based on an independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on the District or its affiliates, its directors, officers, employees, attorneys, municipal advisor, or agents.

3. The Purchaser acknowledges that no official statement has been prepared in connection with the Agreement, that the execution and delivery of the Agreement is exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule, and that the District will not be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the Agreement or the security therefor. The Purchaser has had the opportunity to conduct its own due diligence as to the transactions set forth in the Agreement and has been offered copies of or full access to all documents relating to the Agreement and all records, reports, financial statements and other information concerning the District and pertinent to the source of payments due under the Agreement as deemed material by the Purchaser, which the Purchaser has requested and to which the Purchaser would attach significance in making a transaction decision.

4. The Purchaser confirms that its execution and delivery of the Agreement is suitable for and consistent with its loan portfolio and that the Purchaser is able to bear the economic risk of the execution and delivery of the Agreement, including a complete loss under the Agreement.

5. The Purchaser is executing and delivering the Agreement for not more than one account, solely for its own loan account, and not with a present view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser’s property will remain at all times within its control). Because the Purchaser intends to treat the execution and delivery of the Agreement as a loan and hold

the Agreement in its loan portfolio, the Purchaser has not directed or requested a CUSIP number for this transaction, or applied for eligibility with The Depository Trust Company (DTC).

6. The Purchaser understands that: (i) the Agreement: (a) has not been registered under the Securities Act of 1933 (the “Securities Act”); (b) has not been registered or qualified under any state securities or “Blue Sky” laws; (c) will not be listed on any stock or other securities exchange; (d) will carry no rating from any rating service specific to the Agreement at the request of the District (although similar securities of the District may carry ratings); and (e) due to a lack of a rating and lack of registration with a securities depository may not be readily marketable and the Purchaser will be required to bear the risk of the Agreement for a certain period of time; and (ii) the Agreement has not been qualified under the Trust Indenture Act of 1939, as amended.

7. The Purchaser has been furnished with and has examined the Agreement, the Resolution and other documents, certificates and the legal opinions delivered in connection with the execution and delivery of the Agreement.

8. The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed. The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser’s behalf.

9. The Purchaser is a “qualified institutional buyer” (a “Qualified Institutional Buyer”) within the meaning of Rule 144A promulgated under the Securities Act, or an institutional “accredited investor” (an “Institutional Accredited Investor”) as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

10. The Purchaser understands and agrees that interest in the Agreement may be transferred: (i) only to a Person that the Purchaser reasonably believes is either: (A) a Qualified Institutional Buyer that is receiving an interest in the Agreement for not more than one account, for their own account and not with a view to distributing such interest; or (B) an Institutional Accredited Investor that is receiving an interest in the Agreement for not more than one account and not with a view to distributing such interest; and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District a completed and duly executed Purchaser Letter substantially in the form hereof. The Purchaser retains the right to participate its interests in the Agreement but only to Qualified Institutional Buyers or Institutional Accredited Investors.

11. Inasmuch as the Agreement represents a negotiated transaction, the Purchaser is not acting as a fiduciary of the District, but rather is acting solely in its capacity as the Purchaser, for its own loan account.

12. The Purchaser understands that the Agreement shall not be, and the Purchaser shall not cause the Agreement to be, (i) assigned a rating by any credit rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) offered pursuant to any type of offering document or official statement, (iv) assigned a DTC-registered CUSIP number by Standard & Poor’s CUSIP Service or (v) listed on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access website (“EMMA”); provided, however, that Openheimer & Co. Inc., as placement agent for the District, will post the issuer’s name, issue description, closing date, principal amount, the interest rate and the maturity date of this Agreement on EMMA.

13. The Purchaser understands that the District will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

14. No person has made any direct or indirect representation or warranty of any kind to the Purchaser with respect to the economic return which may accrue to the Purchaser. The Purchaser has consulted with its own tax counsel and other advisors with respect to the loan represented by the Agreement.

IN WITNESS WHEREOF, the Purchaser has executed this Letter as of the date set forth below.

Dated: _____, 20__

Very truly yours,

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT D

FORM OF REQUISITION FOR
DISBURSEMENT FROM ACQUISITION FUND

TRABUCO CANYON WATER DISTRICT
INSTALLMENT PURCHASE AGREEMENT

The undersigned hereby states and certifies:

(i) that he is the duly appointed, qualified and acting General Manager of the Trabuco Canyon Water District, a county water district organized and existing under the laws of the State of California (the “District”), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.06 of that certain Installment Purchase Agreement, dated as of April 1, 2024 (the “Installment Purchase Agreement”), by and between the District and the Trabuco Canyon Public Financing Authority, the undersigned hereby requests the Treasurer to disburse this date the following amounts from the Acquisition Fund established under the Installment Purchase Agreement, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final; and

(v) that there has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

TRABUCO CANYON WATER DISTRICT

General Manager

EXHIBIT A

ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
_____			_____
_____			_____
_____			_____
_____			_____
_____			_____

DRAFT

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

**ACTION CALENDAR
ENGINEERING MATTERS**

ITEM 6: LIVE OAK PIPELINE REPLACEMENT

Trabuco Canyon Water District (District) operates 10-inch and 14-inch pipelines in Live Oak Canyon Road, which distribute water from the Ridgeline Booster Pump Station to the Harris Grade Zone. The 10-inch pipeline, built in 1964, is undersized and at the end of its service life. The District has budgeted to replace this pipeline over the next three fiscal years. The proposed improvements are to build an 18-inch pipeline, approximately 4,900 LF, from Cooks Corner to the Harris Grade Reservoirs (Exhibit 1).

Staff sent out Request for Proposals for the design portion of the project to seven (7) firms. On March 28, 2024, Staff received three (3) proposals from the following consultants:

Consultants
AKM Consulting Engineers
JIG Consultants
DRP Engineering

Staff have reviewed and evaluated the proposals and is recommending DRP Engineering, Inc. (DRP) for the Project (Exhibit 2). This recommendation is based on their understanding of the project, the scope of work provided in the proposal, their experience on similar projects, and an interview with their staff.

FUNDING SOURCE:

Capital Improvement Program

FISCAL IMPACT (PROJECT BUDGET):

FY23-24: \$250,000
FY24-25: \$1,750,000
FY25-26: \$500,000

ENVIRONMENTAL COMPLIANCE:

The design component of this project is exempt from CEQA.

COMMITTEE STATUS:

This matter was reviewed with the Engineering/Operational Committee.

RECOMMENDED ACTIONS:

Authorize the General Manager to execute a contract for Engineering Design Services for the Live Oak Pipeline Replacement to DRP Engineering, Inc. for a total of \$375,947.

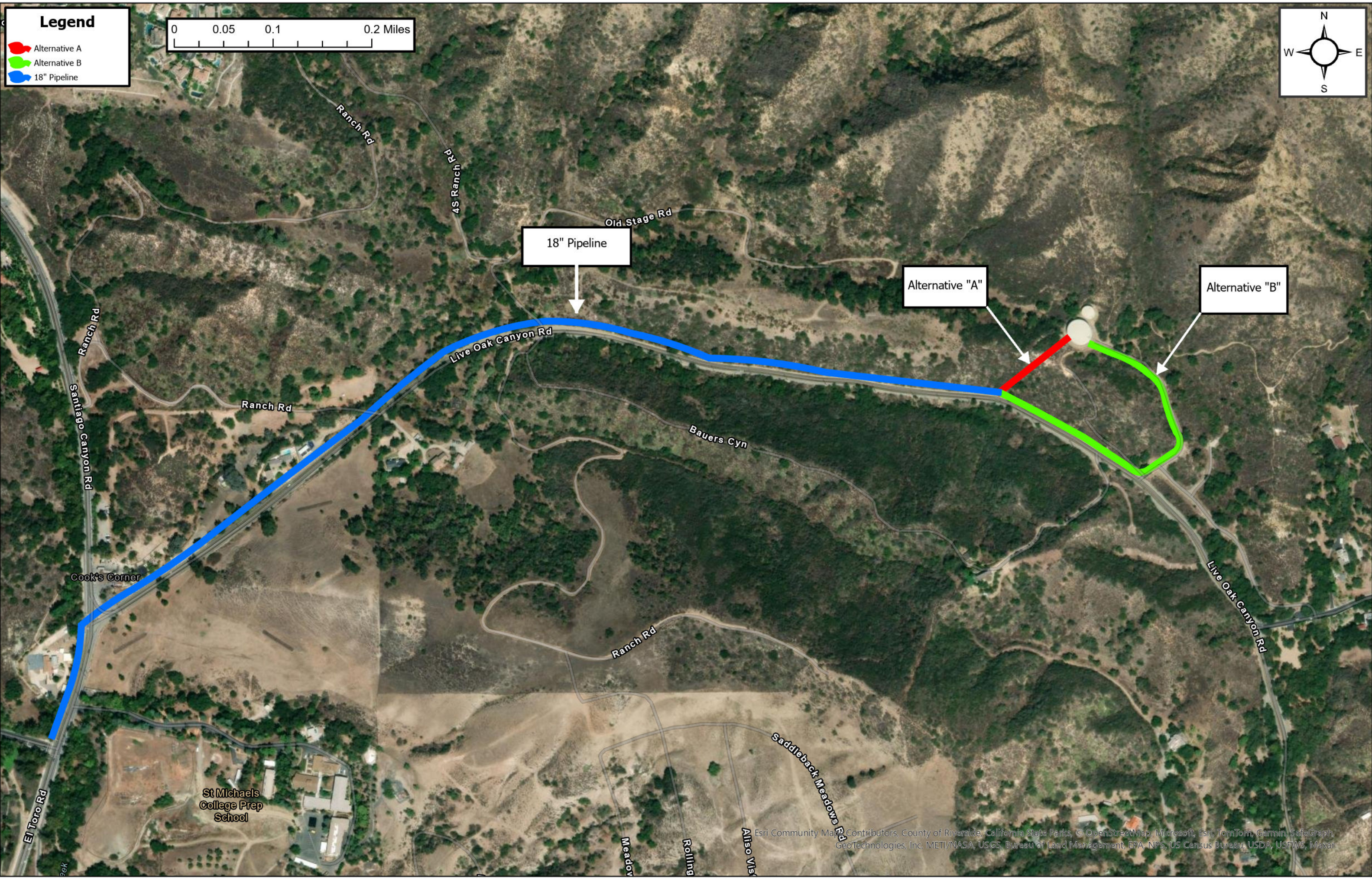
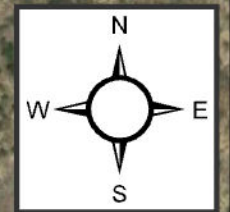
EXHIBIT(S):

1. Project Location Map
2. Proposal Evaluation

CONTACTS (staff responsible): PALUDI/LAUSTEN

Legend

- Alternative A
- Alternative B
- 18" Pipeline



18" Pipeline

Alternative "A"

Alternative "B"

St Michael's
College Prep
School

PROPOSAL EVALUATION

Live Oak Pipeline Replacement-Engineering Design				
Category	Weight	JIG	AKM	DRP
Project Approach/Scope of Services Project Approach and Understanding of the Scope of Work	25%	22	15	22
Qualifications and Experience Team Expertise (Qualifications, Registrations, Licenses), including subconsultants	20%	18	12	19
Understanding of the Project Understanding/Firms Experience on Similar Projects,	20%	16	18	17
Avalibility of the Team Ability to Perform the Requested Services	10%	9	9	9
Project Cost/Hours	15%	13	9	14
Proposed Schedule and Ability to Meet Deadlines	10%	9	8	9
Total Weighted Score:	100%	18.4	15.5	19.1
Subconsultants		JIG**	AKM	DRP***
Survey		\$ 30,700.00	\$ 30,030.00	\$ 52,215.00
<i>Additional Subs for Alignment 2</i>				\$ 10,257.00
Geotechnical		\$ 21,750.00	\$ 57,400.00	\$ 37,330.00
<i>Additional Subs for Alignment 2</i>				\$ 15,000.00
Potholing		\$ 55,650.00	\$ 38,214.00	\$ 37,330.00
Environmental			\$ 66,286.00	\$ 30,360.00
Permitting			\$ 57,225.00	
Total:		\$ 108,100.00	\$ 249,155.00	\$ 182,492.00
Labor *		JIG	AKM	DRP
Task 1- Project Management		154	186	54
Task 2 - Preliminary Design Phase		313	292	360
<i>Additional Design for Alignment 2:</i>				84
Task 3 - Final Construction Documents		855	880	514
Task 4 - Construction Bidding Assistance		57	42	56
Task 5 - Engineering Services During Construction		175	224	213
Task 6 - Additional Optional Services		0	0	0
Total:		1554	1624	1281
Budget		JIG	AKM	DRP
Task 1- Project Management		\$ 30,230.00	\$ 45,792.00	\$ 8,957.00
Task 2 - Preliminary Design Phase		\$ 155,390.00	\$ 294,459.00	\$ 225,081.00
<i>*Additional Subs for Alignment 2:</i>				\$ 25,257.00
<i>Additional Design for Alignment 2:</i>				\$ 10,890.00
Task 3 - Final Construction Documents		\$ 149,250.00	\$ 142,400.00	\$ 65,749.00
Task 4 - Construction Bidding Assistance		\$ 9,410.00	\$ 8,444.00	\$ 8,477.00
Task 5 - Engineering Services During Construction		\$ 29,640.00	\$ 42,064.00	\$ 31,536.00
Task 6 - Additional Optional Services		\$ -	\$ 25,000.00	\$ 32,507.00
Total:		\$ 373,920.00	\$ 533,159.00	\$ 375,947.00
\$/Manhour (not including subs)		\$ 171.06	\$ 174.88	\$ 151.02

* Labor hours do not include subconsultants

**JIG did not include an Environmental sub

***DPR Alignment 2 is included in total

****Task 6 is not included in total. AKM=additional engineering support, LS. DRP=additional CEQA sub support.

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

ACTION CALENDAR

ENGINEERING MATTERS

ITEM 7: QUARTERLY CAPITAL IMPROVEMENT PROGRAM (CIP) UPDATE

This report summarizes the status of Trabuco Canyon Water District's (District's) Capital Improvement Program (CIP) Update as summarized below and per the attached Exhibit 1.

Status of the CIP Projects	
Status	Number
Completed	2
Out to Bid	3
Design/Planning	2
Ongoing/Programs	8
In Construction	7

FUNDING SOURCE:

Capital Improvement Program

FISCAL IMPACT (PROJECT BUDGET):

\$4,512,000

ENVIRONMENTAL COMPLIANCE:

Not Applicable

COMMITTEE STATUS:

This matter was reviewed with the Engineering/Operational Committee

RECOMMENDED ACTION:

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

EXHIBIT(S):

1. CIP Budget Update
2. Golf Club Sewer Lift Station Construction

CONTACTS (staff responsible): PALUDI/LAUSTEN

**TRABUCO CANYON WATER DISTRICT
CAPITAL IMPROVEMENT PLAN BUDGET
FY 2023/2024 UPDATE**

Item	Name	Status	Project Basis	Original Budget	Revised Budget
WATER PROJECTS					
1	DWTP Office Replacement	In Construction	Safety/End of Service Life	\$350,000	\$65,000
2	10" Pipeline Replacement - Cooks to Harris Grade	Design/Planning	Reliability	\$250,000	\$50,000
3	PSPS Transfer Switch Upgrade-Water	In Construction	Reliability	\$60,000	\$20,000
4	DWTP Vault Improvements	Completed	Safety	\$75,000	\$50,000
Sub-Total				\$735,000	\$185,000
SEWER PROJECTS					
5	Golf Club SLS Improvement	In Construction	End of Service Life	\$1,800,000	\$400,000
6	WWTP - Blower Replacements	Out to Bid	Reliability	\$400,000	\$55,000
7	Chiquita FY23/24	Ongoing	Contract Agreement	\$178,000	\$178,000
8	Heritage SLS Pump Replacement	In Construction	End of Service Life	\$100,000	\$30,000
9	PSPS Transfer Switch Upgrade-Sewer	In Construction	Reliability	\$60,000	\$20,000
10	WWTP SCADA/Fiber Optic Upgrade	In Construction	End of Service Life	\$130,000	\$10,000
11	El Toro Force Main Valve Replacements	Completed	Reliability/End of Service Life	\$79,000	\$37,000
new	WWTP Rail Replacement	Design/Planning	Safety	\$0	\$50,000
Sub-Total				\$2,747,000	\$780,000
NON-DOMESTIC WATER PROJECTS					
12	Dove/Robinson Ranch Recycled BPS Improvements	Design/Planning	End of Service Life	\$100,000	\$10,000
13	Recycled PRV Improvements	Out to Bid	End of Service Life	\$200,000	\$50,000
Sub-Total				\$300,000	\$60,000
SHARED PROJECTS					
14	SCADA System Upgrades FY 23-24	In Construction	Reliability/End of Service Life	\$400,000	\$400,000
Sub-Total				\$400,000	\$400,000
EQUIPMENT					
15	Fleet	Ongoing	General Maintenance	\$130,000	\$250,000
16	Pump Replacements - Sewer	Ongoing	End of Service Life	\$50,000	\$50,000
17	Pump Replacements - Water	Ongoing	End of Service Life	\$50,000	\$50,000
Sub-Total				\$230,000	\$350,000
PROGRAM					
18	PRV - Water	Ongoing	General Maintenance	\$20,000	\$10,000
19	Valve Replacement - Water	Ongoing	General Maintenance	\$30,000	\$120,000
20	Wet Well Recoating	Ongoing	General Maintenance	\$30,000	\$0
21	Manhole Recoating	Ongoing	General Maintenance	\$20,000	\$0
Sub-Total				\$100,000	\$130,000
Total				\$4,512,000	\$1,905,000

Golf Club Sewer Lift Station Improvements

Trabuco Canyon Water District
April 18, 2024 Regular Board Meeting



Constructing Pad for Surge Tank



Pouring Concrete for Pad



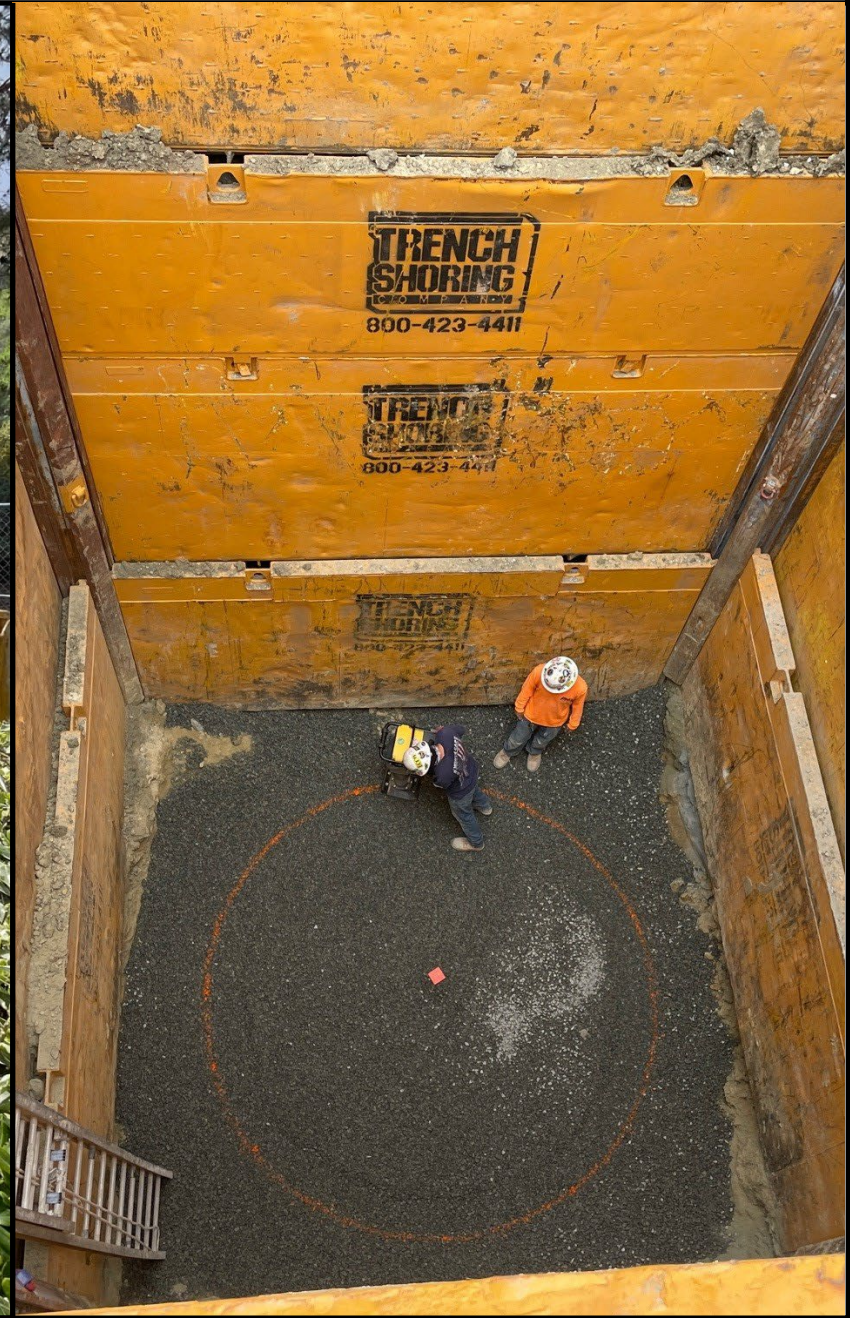
Completed Surge Tank & Improvements



Installing 4 Posts & Panels For Wet Well-Slide Rail Shoring System



Placing Aggregate Base



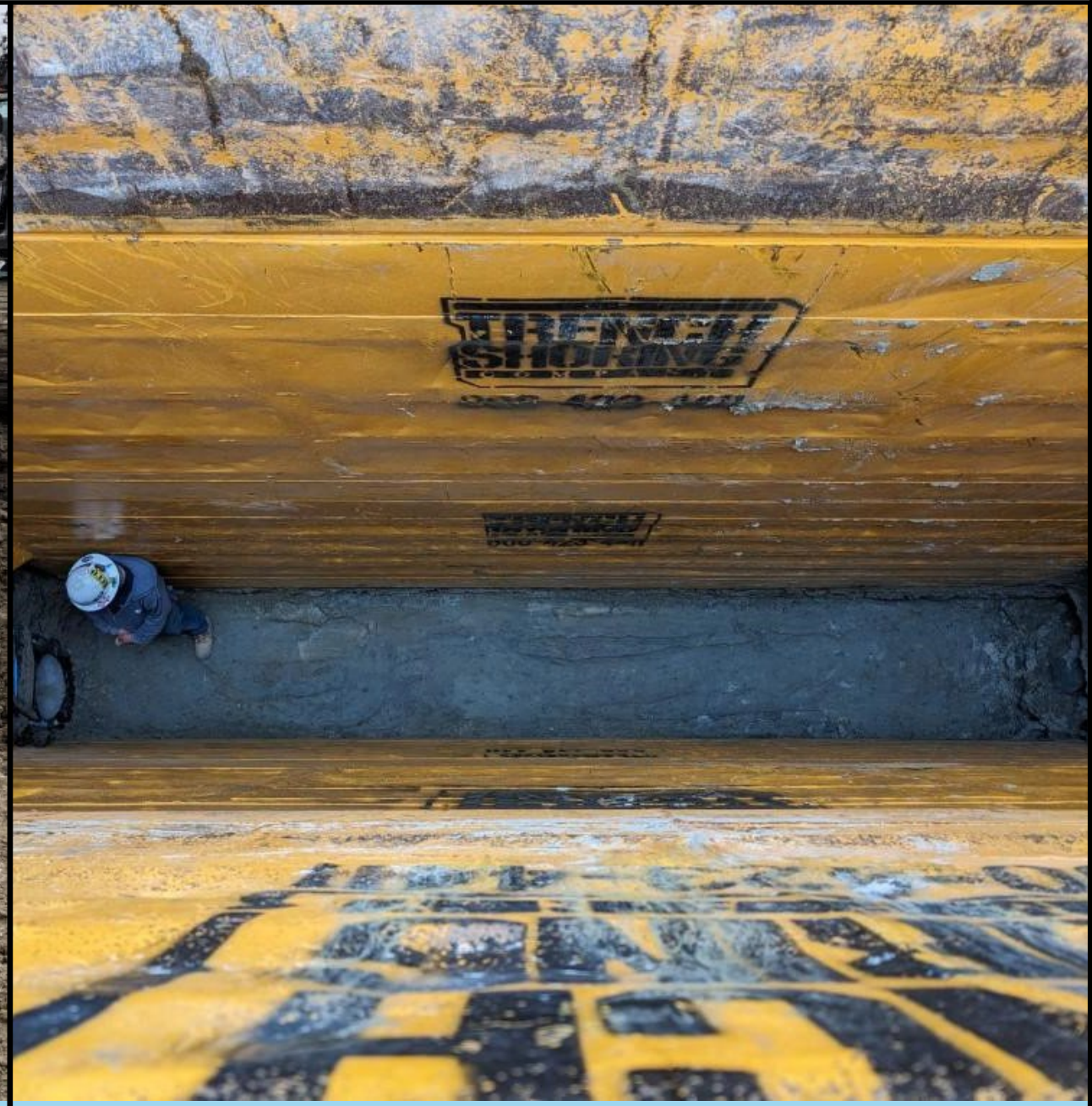
Constructing Wet Well



Constructing Wet Well



Constructing Sewer Pipe Trench



**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | APRIL 18, 2024**

ACTION CALENDAR

LEGISLATIVE AND OTHER MATTERS

ITEM 8: LOCAL GOVERNMENTAL AND LEGISLATIVE INFORMATIONAL MATTER(S)

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/COLLINS