

**AGENDA
IRVINE RANCH WATER DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING**

July 27, 2015

PLEDGE OF ALLEGIANCE

CALL TO ORDER 5:00 P.M., Board Room, District Office
15600 Sand Canyon Avenue, Irvine, California

ROLL CALL Directors Matheis, Reinhart, Swan, Withers and President LaMar

NOTICE

If you wish to address the Board on any item, including Consent Calendar items, please file your name with the Secretary. Forms are provided on the lobby table. Remarks are limited to five minutes per speaker on each subject. Consent Calendar items will be acted upon by one motion, without discussion, unless a request is made for specific items to be removed from the Calendar for separate action.

COMMUNICATIONS TO THE BOARD

1. A. Written:
 B. Oral:
2. ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Recommendation: Determine that the need to discuss and/or take immediate action on item(s) introduced come to the attention of the District subsequent to the agenda being posted.

PRESENTATION

3. ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY AWARD

General Manager Paul Cook will be recognized as the recipient of the Innovator of the Year Award.

PUBLIC HEARING **Next Resolution No. 2015-19**

4. SEWER TAXES IN THE NEWPORT NORTH SERVICE AREA
 - a. Recommendation: Open the hearing.
 - b. Inquire of the Secretary how the hearing was noticed.
 - c. Receive and file the affidavit of posting and proof of publication.
 - d. Inquire of the Secretary if there have been any written communications.
 - e. Request legal counsel to describe the nature of the proceedings.
 - f. Hear any person who wishes to speak regarding sewer taxes in the Newport North service area.
 - g. Inquire of the Board if it has any comments or questions.
 - h. Close the hearing, and
 - i. Adopt a resolution by title.

Reso No. 2015-

CONSENT CALENDAR	Next Resolution No. 2015-19	Items 5-9
5.	<u>MINUTES OF BOARD MEETING</u>	
	Recommendation: That the minutes of the July 13, 2015 Regular Board Meeting be approved as presented.	
6.	<u>RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS</u>	
	Recommendation: That the Board ratify/approve the meetings and events for Steven LaMar, Mary Aileen Matheis, Peer Swan, and John Withers as described.	
7.	<u>JUNE 2015 TREASURY REPORTS</u>	
	Recommendation: That the Board receive and file the Treasurer's Investment Summary Report, the monthly interest rate swap summary for June 2015, and disclosure report of reimbursements to board members and staff; approve the June 2015 summary of payroll ach payments in the total amount of \$1,506,824 and approve the June 2015 accounts payable disbursement summary of warrants 358856 through 359850, workers' compensation distributions, wire transfers, payroll withholding distributions and voided checks in the total amount of \$24,230,013.	
8.	<u>LOS ALISOS WATER RECYCLING PLANT PONDS BIOSOLIDS REMOVAL AND DISPOSAL FINAL ACCEPTANCE</u>	
	Recommendation: That the Board accept construction of the Los Alisos Water Recycling Plant Ponds Biosolids Removal and Disposal, project 21209 (5521); authorize the General Manager to file a Notice of Completion; and authorize the payment of the retention 35 days after the date of recording the Notice of Completion.	
9.	<u>IRVINE RANCH WATER DISTRICT STRATEGIC MEASURES</u>	
	Recommendation: That the Board received and file the report.	

ACTION CALENDAR		
10,	<u>SETTING CONNECTION FEES AND PROPERTY TAXES FOR FISCAL YEAR 2015-16</u>	
	Recommendation: That the Board approve identified increases in connection fees and adopt the following three resolutions by title: 1) Adopting changes to connection fees as set forth in the Schedule of Rates and Charges in Exhibit "B" to the rules and regulations of Irvine Ranch Water District for water, sewer, recycled water and natural treatment system service; 2) Establishing ad valorem tax revenues for Fiscal Year 2015-16; and 3) Amending allocation of ad valorem property taxes to debt service, subject to pledge.	Resolution No. 2015- Resolution No. 2015- Resolution No. 2015-

ACTION CALENDAR (Continued)

11. REQUEST TO REVISE TERMS OF JOINT COMMUNITY FACILITIES AGREEMENT FOR THE CENTRAL PARK WEST/IRVINE BUSINESS CENTER DEVELOPMENT

Recommendation: That the Board approve one or more amendments to the 2004 joint communities facilities agreement increasing the limit for water, recycled water and sewer related infrastructure costs from \$2.5 million to a maximum \$3.0 million, subject to previous requirements that CFD proceeds shall not be applied toward developer connection fees, and authorize the General Manager to execute the amendment(s) subject to any non-substantive changes.

12. EASEMENT AGREEMENT WITH TUSTIN UNIFIED SCHOOL DISTRICT FOR TUSTIN LEGACY WELL SITE

Recommendation: That the Board authorize a budget increase in the amount of \$143,000, from \$269,500 to \$412,500, for project 11881 (6215); approve an Expenditure Authorization in the amount \$412,500 for project 11881 (6215); and authorize the General Manager to execute the Agreement for Acquisition of Easement with Tustin Unified School District for the Tustin Legacy well site subject to completing the domestic water source assessment and protection program with minimal water quality concerns.

13. BUDGET INCREASE FOR CONVERTING SITES TO RECYCLED WATER

Recommendation: That the Board approve an increase in the Capital Budget for FY 2015-16 for project 30560 (6242) for offsite recycled water improvements in the amount of \$1,650,000 and that the entire project amount be paid from the conservation fund.

14. EMBEDDED ENERGY PLAN CAPITAL BUDGET INCREASE

Recommendation: That the Board authorize a budget increase to the FY 2015-16 Capital Budget in the amount of \$42,175 for project 11792 (5343) and \$42,175 for project 30499 (5344).

15. FUNDING INCREASE AND AMENDMENT 3B TO THE TURF REMOVAL PROGRAM FUNDING AGREEMENT WITH THE MWDOC

Recommendation: That the Board authorize the General Manager to execute Addendum 3b to the Water Conservation Participation Agreement between the Municipal Water District of Orange County and Irvine Ranch Water District, subject to non-substantive changes, to increase funding in the amount of \$3,500,000 for the Turf Removal Program for FY 2015-16.

ACTION CALENDAR - Continued

16. APPROVAL OF ROSEDALE DROUGHT RELIEF PROJECT CHANGE ORDERS

Recommendation: That the Board approve IRWD's share of the change order work for the drilling and construction of drought relief project wells in the amount of \$249,500 and authorize the General Manager to execute Rosedale's change order authorization requests dated July 15, 2015.

17. MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY FACILITIES CONTRACT CHANGE ORDER

Recommendation: That the Board approve Contract Change Order No. 30 in the credit amount of <\$47,976.59> for the installation of additional anchorage for the methane digesters, electrical and gas service lines modifications, acid phase piping modifications and canisters addition, pickle and passivating sludge mixers, and SCADA modifications along with credits for deletion of SCADA hardware and interior protective coating of the methane digesters, partnering costs, foundation pile repair costs, and other smaller items with Filanc/Balfour-Beatty for the Michelson Water Recycling Plant Biosolids and Energy Recovery Facilities, project 21146 (4286).

OTHER BUSINESS

Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

18. A. General Manager's Report

B. Directors' Comments

C. Adjourn

* * * * *

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 Irvine Ranch 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 in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available at the entrance to the Board of Directors Room of the District Office.

The Irvine Ranch Water District Board Room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.), please contact the District Secretary at (949) 453-5300 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in alternative format upon written request to the District Secretary at least seventy-two (72) hours prior to the scheduled meeting.

July 27, 2015

Prepared by: Cheryl Carter

Submitted by: Cheryl Clary

Approved by: Paul Cook

PUBLIC HEARING

SEWER TAXES IN THE NEWPORT NORTH SERVICE AREA

SUMMARY:

On June 22, 2015, the Board adopted Rates and Charges for Fiscal Year 2015-16, which included monthly sewer charges of \$24.05 for a residential single family home and \$18.55 per unit for multiple family dwelling units. The Newport North customers will have the same rate, but the method of collection differs in that they pay their sewer fees on an annual basis by means of the County tax rolls.

By adoption of Resolution No. 1987-45, the Board of Directors elected to have sewer charges for certain parcels of land located in the Newport North area collected on the tax roll together with the District's general taxes. That resolution directs the filing of a report containing a description of such parcels and the corresponding charges for each fiscal year. Pursuant to the requirements of the Health and Safety Code of the State of California, a public hearing on the report is required. The District Secretary has noticed a hearing for this meeting for objections or protests to the report, if any.

OUTLINE OF PROCEEDINGS

- President: Declare this to be the time and place for a hearing on the sewer taxes in the Newport North area, and declare the hearing open. Ask the Secretary how the hearing was noticed.
- Secretary: The report was filed with the Secretary on July 9, 2015 and notice of the filing of the report and the time and place of this hearing was published in the Newport Beach-Costa Mesa Daily Pilot on July 11 and July 18, 2015. A notice was also posted in the District office on July 9, 2015.
- Board: RECOMMENDED MOTION: "RECEIVE AND FILE THE AFFIDAVIT OF POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE SECRETARY."
- President: Request Legal Counsel to describe the nature of the proceedings.
- Legal Counsel: Describe the proceedings.
- President: Inquire of the Secretary whether there have been any written communications.
- President: Inquire whether there is anyone present who wishes to address the Board regarding the proposed collection of sewer charges on the tax roll.

President: Inquire whether there are any comments or questions from members of the Board of Directors. State that the hearing will be closed.

Board: RECOMMENDED MOTION: THAT THE HEARING BE CLOSED AND THAT THE FOLLOWING RESOLUTION BE ADOPTED BY TITLE:

RESOLUTION NO. 2015 -

RESOLUTION OF THE BOARD OF DIRECTORS
OF IRVINE RANCH WATER DISTRICT ADOPTING
REPORT OF SEWER CHARGES TO BE COLLECTED
ON TAX ROLL (NEWPOR NORTH SERVICE AREA)

FISCAL IMPACTS:

The sewer rates charged in Newport North are the same as any other area within the District, and therefore will be set at the equivalent of \$24.05 per month for residential single family home and \$18.55 per month for multiple family dwelling units for a total FY 2015-16 assessment of \$288.60 or \$222.60. The means of collection is the only difference for customers in the Newport North area compared to other sewer customers. The charges described above account for both the collection and the treatment of sewage from the Newport North area.

ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

FISCAL IMPACTS:

None.

COMMITTEE STATUS:

This is a routine annual item for Board consideration and was not reviewed by a Committee.

LIST OF EXHIBITS:

Exhibit "A" - Resolution

Exhibit "A"

RESOLUTION NO. 2015-

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT ADOPTING
REPORT OF SEWER CHARGES TO BE COLLECTED
ON TAX ROLL

WHEREAS, by Resolution No. 1987-45 adopted August 10, 1987, the Board of Directors of Irvine Ranch Water District ("IRWD") elected to have sewer charges for certain parcels collected on the tax roll each year in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes, pursuant to Section 5473 et seq. of the California Health and Safety Code; and

WHEREAS, pursuant to said Resolution, a report has been filed with the Secretary containing a description of such parcels and the corresponding charges for fiscal year 2015-16 and notice was given as required by law of a hearing on the report to be held on Monday, the 27th day of July, 2015, at the hour of 5:00 p.m. of said day (or as soon thereafter as is reasonably practicable) in the Board of Directors meeting room of IRWD, 15600 Sand Canyon Avenue, Irvine, California; and

WHEREAS, at the time set, the duly noticed public hearing was held and all persons interested were given an opportunity to be heard concerning the report and to submit any objections or protests to the report.

NOW, THEREFORE, the Board of Directors of IRWD does hereby RESOLVE, DETERMINE and ORDER as follows:

Section 1. The Board of Directors hereby determines that protests to the report were not made by the owners of a majority of separate parcels of property described in the report.

Section 2. The Board of Directors hereby adopts the report containing a description of the parcels for which charges for sewer service shall be collected on the tax roll and containing the amount of the charges for each parcel for the fiscal year 2015-16, computed in conformity with the schedule of rates and charges adopted by Resolution No. 2015-__. The report is attached as Exhibit "A" and incorporated herein by this reference. Each charge set forth in Exhibit "A" is hereby determined to be adopted.

Section 3. The Secretary is hereby authorized and directed to endorse on the report a statement that the report was adopted by this Board on July 27, 2015, and to take whatever other action is required by the Auditor of the County of Orange in regard thereto.

Section 4. The Secretary is hereby authorized and directed to file a copy of such report with the Auditor of the County of Orange.

APPROVED, SIGNED and ADOPTED this 27th day of July, 2015.

President, IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

Secretary, IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

APPROVED AS TO FORM;
BOWIE, ARNESON, WILES & GIANNONE

By _____

**Irvine Ranch Water District
Orange County Special Assessment Report
Fiscal Year 2015/2016**

<u>Parcel #</u>	<u>Amount</u>	<u>Parcel #</u>	<u>Amount</u>	<u>Parcel #</u>	<u>Amount</u>	<u>Parcel #</u>	<u>Amount</u>	<u>Parcel #</u>	<u>Amount</u>	<u>Parcel #</u>	<u>Amount</u>
42734202	288.60	44204208	126,882.00	44204210	288.60	44205210	445.20	44205401	288.60	44205402	288.60
44205403	288.60	44205404	288.60	44205405	288.60	44205406	288.60	44205407	288.60	44205408	288.60
44205409	288.60	44205410	288.60	44205411	288.60	44205412	288.60	44205413	288.60	44205414	288.60
44205415	288.60	44205416	288.60	44205417	288.60	44205418	288.60	44205419	288.60	44205420	288.60
44205421	288.60	44205422	288.60	44205423	288.60	44205424	288.60	44205425	288.60	44205426	288.60
44205427	288.60	44205428	288.60	44205429	288.60	44205430	288.60	44205431	288.60	44205432	288.60
44205433	288.60	44205434	288.60	44205435	288.60	44205436	288.60	44205437	288.60	44205438	288.60
44205439	288.60	44205440	288.60	44205441	288.60	44205442	288.60	44205443	288.60	44205444	288.60
44205445	288.60	44205446	288.60	44205447	288.60	44205448	288.60	44205449	288.60	44205450	288.60
44205451	288.60	44205452	288.60	44205453	288.60	44205454	288.60	44205455	288.60	44205456	288.60
44205457	288.60	44205458	288.60	44205459	288.60	44205460	288.60	44205461	288.60	44205501	288.60
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44205508	288.60	44205509	288.60	44205510	288.60	44205511	288.60	44205512	288.60	44205513	288.60
44205514	288.60	44205515	288.60	44205516	288.60	44205517	288.60	44205518	288.60	44205519	288.60
44205520	288.60	44205521	288.60	44205522	288.60	44205523	288.60	44205524	288.60	44205525	288.60
44205526	288.60	44205527	288.60	44205528	288.60	44205529	288.60	44205530	288.60	44205531	288.60
44205532	288.60	44205533	288.60	44205534	288.60	44205535	288.60	44205536	288.60	44205537	288.60
44205538	288.60	44205539	288.60	44205540	288.60	44205541	288.60	44205542	288.60	44205543	288.60
44205544	288.60	44205545	288.60	44205546	288.60	44205547	288.60	44205548	288.60	44205549	288.60
44205550	288.60	44205551	288.60	44205552	288.60	44205553	288.60	44205554	288.60	44205555	288.60
44205556	288.60	44205557	288.60	44205601	288.60	44205602	288.60	44205603	288.60	44205604	288.60
44205605	288.60	44205606	288.60	44205607	288.60	44205608	288.60	44205609	288.60	44205610	288.60
44205611	288.60	44205612	288.60	44205613	288.60	44205614	288.60	44205615	288.60	44205616	288.60
44205617	288.60	44205618	288.60	44205619	288.60	44205620	288.60	44205621	288.60	44205622	288.60
44205623	288.60	44205624	288.60	44205625	288.60	44205626	288.60	44205627	288.60	44205628	288.60
44205629	288.60	44205630	288.60	44205631	288.60	44205632	288.60	44205633	288.60	44205634	288.60
44205635	288.60	44205636	288.60	44205637	288.60	44205638	288.60	44205639	288.60	44205640	288.60
44205641	288.60	44206115	66,780.00	44228201	288.60	44231169	288.60	93180614	288.60	93180615	288.60
93180616	288.60	93180617	288.60	93180618	288.60	93180619	288.60	93180620	288.60	93180621	288.60
93180622	288.60	93180623	288.60	93180624	288.60	93180625	288.60	93180626	288.60	93180627	288.60
93180628	288.60	93180629	288.60	93180630	288.60	93180631	288.60	93180632	288.60	93180633	288.60

93180634	288.60	93180635	288.60	93180636	288.60	93180637	288.60	93180638	288.60	93180639	288.60
93180640	288.60	93180641	288.60	93180642	288.60	93180643	288.60	93180644	288.60	93180645	288.60
93180646	288.60	93180647	288.60	93180648	288.60	93180649	288.60	93180650	288.60	93180651	288.60
93180652	288.60	93180653	288.60	93180654	288.60	93180655	288.60	93180656	288.60	93180657	288.60
93180658	288.60	93180659	288.60	93180660	288.60	93180661	288.60	93180662	288.60	93180663	288.60
93180664	288.60	93180665	288.60	93180666	288.60	93180667	288.60	93180668	288.60	93180669	288.60
93180670	288.60	93180671	288.60	93180672	288.60	93180673	288.60	93180674	288.60	93180675	288.60
93180676	288.60	93180677	288.60	93180678	288.60	93180679	288.60	93180680	288.60	93180681	288.60
93180682	288.60	93180683	288.60	93180684	288.60	93180685	288.60	93180686	288.60	93180687	288.60
93180688	288.60	93180689	288.60	93180690	288.60	93180691	288.60	93180692	288.60	93180693	288.60
93180694	288.60	93180695	288.60	93180696	288.60	93180697	288.60	93180698	288.60	93180699	288.60
93180700	288.60	93180701	288.60	93180702	288.60	93180703	288.60	93180704	288.60	93180705	288.60
93180706	288.60	93180707	288.60	93180708	288.60	93180709	288.60	93180710	288.60	93180711	288.60
93180712	288.60	93180713	288.60	93180714	288.60	93180715	288.60	93180716	288.60	93180717	288.60
93180718	288.60	93180719	288.60	93180720	288.60	93180721	288.60	93180722	288.60	93180723	288.60
93180724	288.60	93180725	288.60	93180726	288.60	93180727	288.60	93180728	288.60	93180729	288.60
93180730	288.60	93180731	288.60	93180732	288.60	93180733	288.60				

Total Parcels: 286


Total Assessment Amount: 275,781.00

July 27, 2015

Prepared and

Submitted by: N. Savedra

Approved by: P. Cook



CONSENT CALENDAR

MINUTES OF BOARD MEETING

SUMMARY:

Provided are the minutes of the July 13, 2015 Regular Board Meeting minutes for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JULY 13, 2015 REGULAR BOARD MEETING AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – Minutes

EXHIBIT A

MINUTES OF REGULAR MEETING – JULY 13, 2015

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:06 p.m. by President LaMar on July 13, 2015 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Matheis, LaMar Swan, and Withers.

Directors Absent: Reinhart.

Also Present: General Manager Cook, Executive Director of Engineering and Water Quality Burton, Executive Director of Operations Shields, Executive Director of Finance and Administration Clary, Director of Human Resources Roney, Director of Water Resources Sanchez, Director of Treasury and Risk Management Jacobson, Director of Public Affairs Beeman, Assistant Director of Water Operations Roberts, via teleconference Legal Counsel Arneson, Assistant Secretary Savedra, Ms. Christine Compton, Mr. Matt Veeh, Ms. Amy McNulty, Ms. Rosemary Riddle, Mr. Jim Reed, and other members of the public and staff.

Written Communications: None.

Oral Communications: Dr. Stephen Plam, Mr. Neil Morrison, Mr. Donald Wempen, and Mr. Mark Feldstein addressed the board relative to the proposed statewide drought and added measures in the Level Two Water Shortage Declaration (see pages 3 and 4).

Items too late to be agendaized: None.

CONSENT CALENDAR

On MOTION by Matheis, seconded and carried (3-0) (Swan, LaMar and Matheis voting aye and Withers absent), CONSENT CALENDAR ITEMS 3-8 WERE APPROVED AS FOLLOWS:

3. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the June 22, 2015 Regular Board meeting and the June 23, 2015 Adjourned Regular Board meeting be approved as presented.

4. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: That the Board ratify/approve meetings and events for Steven LaMar, Mary Aileen Matheis, Douglas Reinhart, Peer Swan, and John Withers.

5. 2015 LEGISLATIVE UPDATE

Recommendation: That the Board take a "SUPPORT" position on H.R. 2689.

6. LUMP SUM PAYMENT OPTION FOR EMPLOYER CONTRIBUTIONS FOR FY 2015-16 TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

Recommendation: That the Board approve the lump sum payment for employer contributions to the California Public Employees Retirement System (CalPERS) by making a one-time contribution of \$4,926,104 for the District's FY 2015-16 employer contribution.

7. ORANGE PARK ACRES WELL NO. 1 WELLHEAD FACILITIES FINAL ACCEPTANCE

Recommendation: That the Board authorize the General Manager to accept construction of Orange Park Acres Well No. 1 Wellhead Facilities, project 11405 (1250); authorize the General Manager to file a Notice of Completion; and authorize the release of retention 35 days after filing of the Notice of Completion.

8. WATER SUPPLY ASSESSMENT FOR TUSTIN LEGACY SPECIFIC PLAN AMENDMENT

Recommendation: That the Board approve the Water Supply Assessment for the Tustin Legacy Specific Plan Amendment.

Director Withers arrived at 5:10 p.m.

ACTION CALENDAR.

STATEWIDE DROUGHT AND LEVEL TWO WATER SHORTAGE DECLARATION

General Manager Cook reported that in September 2014, the Board declared a Level One Shortage calling for voluntary reduction in water use by IRWD's customers. On April 1, 2015 the Governor issued Executive Order B-2-15, which mandates a 25 percent statewide reduction in urban potable water use from 2013 levels. Subsequent regulatory action by the State Water Resources Control Board (SWRCB) established IRWD's specific potable water use reduction target at 16 percent. In comparison, the District's Water Shortage Contingency Plan defines a Level Two Shortage as a significant shortage between 10 to 25 percent.

Using a Powerpoint presentation Director of Water Resources Sanchez reported in January 2014, the Governor declared a statewide drought emergency and the SWRCB adopted Emergency Drought Regulations in July 2014 in response to worsening conditions. In response to the Governor's 2014 emergency drought declaration, in September 2014 the Board declared a Level One Shortage. Level One for IRWD is a low level shortage with reductions of up to 10 percent. In April, the Governor's Executive Order mandated 25 percent cut and our mandated target is 16 percent. Based on our water shortage contingency plan a shortage between 10 to 25 percent for IRWD is a Level Two shortage. This represents a significant shortage condition and it incorporates all of the basic measures IRWD always has in effect, plus the Level One measures, plus additional Level Two measures. This moves us away from voluntary measures in Level One to incorporating also Demand Management measures in Level Two. The measures we already have in effect, some are permanent, and include Level One measures are:

- Prevention of irrigation run-off and water waste;
- Leak prevention;
- Ban on washing down hard or paved surfaces, except when necessary to alleviate safety or sanitary hazards;
- Ban on the use of non-recirculating water features;
- Ban on single-pass cooling;
- Ban on the use of a hose for vehicle washing unless it has a positive shut-off device, and
- Enhance drought messaging.

Ms. Sanchez said that the proposed Level Two response measures include:

- Customers shall reduce potable landscape watering by up to 50%;
- Ban on discretionary pool filling. Filling new pools and refilling pools for required maintenance exempted;
- Commercial car washes shall reuse water if equipped to do so;
- Recycled water shall be used for construction activities including earthwork, dust control and cleanup, and for street sweeping. May be waived at District's discretion if it imposes undue hardship;
- No owners of common interest developments shall be fined for reducing watering of, unless the association uses recycled water for the common area, and recycled water is also available at the irrigated area of the separate interest.
- Targeted conservation efforts will focus on customers in the wasteful tier
- Customers shall fill swimming pools to a lower level to reduce loss from splashing;
- Customers shall survey plumbing fixtures for leaks every two months and eliminate water loss;
- Each person shall restrict showers to five minutes or less;
- No person shall run water unnecessarily; and
- Customers shall only run full loads of laundry and dishes.

She said that these are all the measures that currently in effect and measures proposed to be added in Level Two.

Director Swan commented on the measures recommended for enforcement and believed these should be suggested behaviors versus enforcement. Following discussion by the other board members it was the consensus that Director's Swan recommendation be implemented in the resolution.

President LaMar said four individuals requested to speak on this item. The first speaker is Dr. Stephen Palm. Dr. Palm commented that he is in support of these measures, but specifically he wanted to speak on Clause "K", which is Common Interest Developments or HOA's. He said that there are lots of HOAs in Irvine and if you cannot work with an HOA, you are not going to get very far in letting a homeowners grass go brown. He said it would be helpful if information was clearer and more specific for homeowners in how to make Clause "K" more effective. He suggested that IRWD work more closely with the HOAs to assist with these water conservation measures.

President LaMar next invited Mr. Neil Morrison to speak. Mr. Morrison expressed his concerns with the proposed mandate for potable use reduction. He said he fully understands the state's water shortage and will continue to do his part, but does not feel others including IRWD are doing theirs. He said all around him there are new homes, apartments and businesses being constructed that require potable water, but he does not see the reduction in building permit or in IRWD issuing water meters. He feels that IRWD is asking him to reduce his use in potable water so that they can provide potable water to these new homes, apartments and businesses.

President LaMar next called on Mr. Ronald Wempen. Mr. Wempen is an Irvine homeowner who resides in a Homeowners Association that will not allow him to let his lawn go brown. If he does, he will be fined by his HOA. He has tried communicating with his HOA on this issue, but has been unsuccessful. He said he was aware of a bill before the State stopping HOAs for disallowing synthetic turf to be installed in place of grass however he does not know of the outcome.

President LaMar said there was one final speaker Mr. Mark Feinstein. Mr. Feinstein stated that there is false information about pools and he is in the pool business. He said he wants to invite the Board to make sure that they are looking at the facts when it comes to pools and when IRWD imposes restriction to make sure they are based on reality and not a symbolic water saving.

Director Matheis reported that this item was reviewed and approved by the Water Resources Policy and Communications Committee on July 2, 2015. A motion was made by Matheis and seconded by Withers to adopt the resolution, but prior to the vote, a discussion was held by the Board to amend minor language to the declaration. It was the consensus that the indoor items concerning showers, running water and dishwashers and washing machines be reworded to encourage implementation. Director Matheis then restated the pending motion to include amended language to the resolution which was unanimously carried (4-0), and the resolution was adopted by title as follows:

RESOLUTION NO. 2015 -18

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY,
CALIFORNIA, DECLARING WATER SHORTAGE LEVEL TWO
(SIGNIFICANT SHORTAGE CONDITION).

NEWPORT BAY WATERSHED TOXICS TOTAL MAXIMUM DAILY LOAD PROGRAM
COOPERATIVE AGREEMENT D11-066 AMENDMENT NO. 1

In 1999, IRWD joined the Newport Bay Watershed Committee to fund ongoing nutrient, fecal coliform and toxics monitoring studies through an agreement that was replaced in 2012. The 2012 agreement had a three-year term. The proposed amendment would extend the term of the agreement by an additional three years, ending on June 30, 2018.

There being no discussion. On MOTION by Swan, seconded and carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO AGREEMENT NO. D11-066 TO FUND NUTRIENT, FECAL COLIFORM AND TOXICS

TOTAL MAXIMUM DAILY LOAD (TMDL) PROGRAMS IN THE NEWPORT BAY WATERSHED SUBJECT TO NON-SUBSTANTIVE CHANGES.

UPDATE TO IRWD GROUNDWATER MANAGEMENT POLICY PRINCIPLES

General Manager Cook reported that in September 2014, the Sustainable Groundwater Management Act (SGMA) was signed into law which created a framework for sustainable and local management of the state's groundwater resources. He said that prior to SGMA, disputes over the use of groundwater were resolved through groundwater adjudications which are usually tried in County Superior Court. Currently, legislation is pending that will seek to streamline adjudications, make the process more cost effective and establish how such litigation would intersect with SGMA. This legislation could result in a streamlined adjudication that could impact IRWD's groundwater banking interests in Kern County.

Mr. Cook said that as a leader in state and federal water resources public policy and governance, Irvine Ranch Water District has worked to promote policy initiatives that allow the District, along with other water purveyors in California, to enhance the quality and reliability of water supplies throughout the state. To assist in the District's advocacy efforts on groundwater adjudication and management issues, staff has prepared a proposed update to the IRWD Groundwater Management Policy Principles paper as follows:

- Legislation should not interfere with the ability of land owners to establish through groundwater adjudications their rights and priorities to use groundwater;
- The right to file a complaint initiating an adjudication to establish and define water rights and their associated priorities should exist independent of the requirements of SGMA;
- Flexibility needs to be provided for in the adjudication process to allow for the adjudication of a portion of a basin or sub-basin, as defined in Bulletin 118, where a clear sub-area boundary can be determined and where hydrogeologic studies indicate that the area can be independently managed;
- Any complaint in a groundwater adjudication action should name as defendants all landowners with active groundwater wells as documented in existing county permit records; all operators of public water systems that use groundwater from the basin as a supply source; and all entities facilitating the management or replenishment of groundwater resources;
- Any landowner, person or entity that has an interest in the area of adjudication should be allowed to intervene in an adjudication;
- The process of adjudication should be fair to all parties and not unfairly empower parties that represent the majority of the pumping in the area of adjudication;
- A GSA should manage a basin pursuant to SGMA consistent with the rights, priorities and physical solutions resulting from a groundwater basin adjudication;
- In the implementation of SGMA, GSA's should not take actions that hinder or place burdens on agencies already providing positive benefits to the groundwater basin and its effective management;

- In the development of GSPs, the recharge of water and use of unused storage capacity in areas that are currently unmanaged should be encouraged;
- GSPs should ensure that stormwater capture and recharge are maximized to the extent possible taking into consideration existing rights and priorities to the use of water and water quality considerations;
- Actions should be taken that facilitate exchanges of water through consolidated places of use. Such actions would support GSPs by providing water banking storage capabilities to entities with excess water during wet periods. This additional storage would regulate supplies for use during dry years and would reduce dependency on mining of groundwater;
- DWR should provide examples of locally controlled governance structures that have been successful in the management of groundwater resources that local entities can consider in the formation of GSAs. Examples of successful adjudications and management methods should be provided and best practices should be published;
- Incentives should be provided to encourage local and regional management of groundwater basins in the form of grant funding for establishing monitoring well networks, modeling tools and other actions that will facilitate the implementation of GSPs; and
- The State should be an active participant in establishing a funding source for cleanup of contaminated groundwater sites in high and medium priority basins where responsible parties are unavailable, unable or unwilling to pay for cleanup.

Director Matheis reported that this item was reviewed by the Water Resources Policy and Communications Committee on July 2, 2015.

President LaMar inquired whether there were any comments or questions from members of the Board of Directors. Director Swan commented relative to the state participating in contaminated groundwater site cleanup. He said that there is money available through Prop 1 and Prop 84. Director Swan is concerned about that unless there is a change in policy that IRWD and most the water communities are against a water tax to fund these projects. The policy is asking the state to help pay for contaminated groundwater cleanup, if we're going to say that, then we have to make sure that it is specified through the use of current and future bond proceeds and not a water tax. Following discussion, Director Swan asked that the policy be amended to include language that a funding source from bond proceeds for contaminated groundwater cleanup be added. On MOTION by LaMar, seconded and carried THE BOARD ADOPTED THE UPDATED GROUNDWATER MANAGEMENT POLICY PRINCIPLES WITH A MINOR LANGUAGE REVISION, BASED ON INPUT FROM THE BOARD, AND AUTHORIZED STAFF TO ENGAGE IN DISCUSSIONS WITH THE AUTHORS OF GROUNDWATER ADJUDICATION-RELATED LEGISLATION TO PROTECT IRWD'S INTERESTS CONSISTENT WITH THE UPDATED POLICY PRINCIPLES.

GENERAL MANAGER'S REPORT

General Manager Cook reported that there was a large increase in customer calls last week due to the split bills that covered rate periods in both fiscal years. Most customers were questioning why they received two bills in June. He complimented Rosemary Riddle and the Customer Service staff on their ability to handle all calls in a positive way. He said that the District was also putting information on its website to inform and help customers

Mr. Cook reported last week, that he and Christine Compton went to Sacramento to attend a meeting called by the Assembly Speaker's office relative to rate structure proposal. Other agencies involved in the discussion included were Eastern Municipal Water District, San Diego County Water Authority, and ACWA.

DIRECTORS' COMMENTS

Director Withers reported that he attended a LAFCO MSR workshop and where President LaMar gave a presentation.

Director Swan reported that he attended the Baker Treatment Plan tour, a Southern California Water Dialogue meeting, a Newport Chamber meeting on desalination, and a WACO Meeting. He said he also like to request that tonight's meeting be adjourned in memory of Tom McFadden, who was the General Manager of Los Alisos.

Director Matheis reported she and Director LaMar attended an IRWD briefing and tour with Sabiha Khan of Senator Dianne Feinstein's office and also a meeting with Orange County Supervisor Lisa Bartlett. She said she also attended the Trabuco Canyon Water District's dedication of Shadow Rock Detention Basin Project.

Director LaMar reported that he and Director Reinhart attended a luncheon with Mesa Water District. He said he also attended the tour with Senator Feinstein's aide and met with OC Supervisor Lisa Bartlett, and had a brainstorm session with MWD staff. He further said he met with Lake Forest Mayor Pro Tem Andrew Hamilton and toured the MWRP facility.

IRWD's consultant Mr. Jim Reed reported on meetings he attended on behalf of the District including a Lake Forest mixer, ISDOC Quarterly meeting and a WACO meeting.

CLOSESD SESSION

President LaMar said that the following Closed Session would be held:

- (1) CONFERENCE WITH LEGAL COUNSEL relative to existing litigation - Government Code Section 54956.9(d)(1) -State of California, et al., ex rel. Hendrix v. J-M Manufacturing Company, Inc., et al.;
- (2) CONFERENCE WITH LEGAL COUNSEL relative to anticipated litigation pursuant to Government Code Section 54956.9(d)(4) (one potential case);

- (3) CCONFERENCE WITH LABOR NEGOTIATORS - Government Code Section 54957.6:
Agency Designated Representatives: Paul Cook and Jenny Roney
Employees Organization: Irvine Ranch Water District Employees Association; and
- (4) CONFERENCE WITH REAL PROPERTY NEGOTIATOR relative to Government Code Section 54956.8:
Property: OCSD Service Area 7 Sewer Infrastructure
Agency Negotiator: Paul Cook, General Manager
Purpose of Negotiations: Proposed Acquisition of Property – Price and Terms

OPEN SESSION

The meeting was reconvened with LaMar, Matheis, Swan and Withers present. President LaMar said that no action was reported from the Closed Session.

ADJOURNMENT

There being no further business, President LaMar adjourned the meeting in memory of Tom McFadden.

APPROVED and SIGNED this 13th day of July, 2015.

President, IRVINE RANCH WATER DISTRICT

Assistant Secretary IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

Legal Counsel - Bowie, Arneson, Wiles & Giannone

July 27, 2015

Prepared and

Submitted by: N. Savedra

Approved by: P. Cook

CONSENT CALENDAR

RATIFY/APPROVE BOARD OF DIRECTORS'
ATTENDANCE AT MEETINGS AND EVENTS

SUMMARY:

Pursuant to Resolution 2006-29 adopted on August 28, 2006, approval of attendance of the following events and meetings are required by the Board of Directors.

Events/Meetings

Steven LaMar

7/13/15 Meeting Discussion Relative to OCSD Service Area 7
7/14/15 Monthly meeting with General Manager Paul Cook regarding District Activities
7/27/15 CCEEB Water Quality Task Force Meeting

Mary Aileen Matheis

7/06/15 Meeting with Orange County Board Supervisor Lisa Bartlett
7/30/15 ISDOC Quarterly Meeting

Peer Swan

7/15/15 OCWA July Meeting
7/21/15 WACO Planning Committee Meeting
7/22/15 Southern California Water Dialogue Meeting
7/23/15 Orange County Coastal Coalition

John Withers

7/15/15 OCWA July Meeting
7/30/15 ISDOC Quarterly Meeting

RECOMMENDATION:

THAT THE BOARD RATIFY/APPROVE THE MEETINGS AND EVENTS FOR STEVEN LAMAR, MARY AILEEN MATHEIS, PEER SWAN, AND JOHN WITHERS AS DESCRIBED.

LIST OF EXHIBITS:

None

July 27, 2015

Prepared by: Jennifer Davis/Tanja Fournier

Submitted by: Robert Jacobson/Cheryl Clary

Approved by: Paul Cook

CONSENT CALENDAR

JUNE 2015 TREASURY REPORTS

SUMMARY:

The following is submitted for the Board's information and approval:

- A. The Investment Summary Report for June 2015. This Investment Summary Report is in conformity with the 2015 Investment Policy and provides sufficient liquidity to meet estimated expenditures during the next six months, as outlined in Exhibit "A".
- B. The Monthly Interest Rate Swap Summary as of June 30, 2015, as outlined in Exhibit "B".
- C. The Summary of Payroll ACH payments in the total amount of \$1,506,824, as outlined in Exhibit "C".
- D. The June 30, 2015 Disbursement Summary of warrants 358856 through 359850, wire transfers, Workers' Compensation distributions, payroll withholding distributions, and voided checks in the total amount of \$24,230,013 as outlined in Exhibit "D".
- E. The Disclosure Report of Reimbursements to Board Members and Staff for June 2015, detailing payments or reimbursements for individual charges of \$100.00 or more per transaction, as outlined in Exhibit "E".

FISCAL IMPACTS:

As of June 30, 2015, the book value of the investment portfolio was \$267,983,326, with a 0.57% rate of return and a market value of \$268,038,254. Based on the District's June 30, 2015 quarterly real estate investment rate of return of 13.31%, the District's weighted average return for the fixed income and real estate investments was 3.32%.

As of June 30, 2015, the total notional amount of the interest rate swap portfolio was \$130 million of fixed payer swaps. Cash accrual in June from all swaps was negative \$665,645.

Payroll ACH payments totaled \$1,506,824, and wire transfers, all other ACH payments, and checks issued for debt service, accounts payable, payroll, and water purchases for June totaled \$24,230,013.

ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3 Section 15378.

COMMITTEE STATUS:

This item was not submitted to a Committee; however, the investment and interest rate swap reports are submitted to the Finance and Personnel Committee on a monthly basis.

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE TREASURER'S INVESTMENT SUMMARY REPORT, THE MONTHLY INTEREST RATE SWAP SUMMARY FOR JUNE 2015, AND DISCLOSURE REPORT OF REIMBURSEMENTS TO BOARD MEMBERS AND STAFF; APPROVE THE JUNE 2015 SUMMARY OF PAYROLL ACH PAYMENTS IN THE TOTAL AMOUNT OF \$1,506,824 AND APPROVE THE JUNE 2015 ACCOUNTS PAYABLE DISBURSEMENT SUMMARY OF WARRANTS 358856 THROUGH 359850, WORKERS' COMPENSATION DISTRIBUTIONS, WIRE TRANSFERS, PAYROLL WITHHOLDING DISTRIBUTIONS AND VOIDED CHECKS IN THE TOTAL AMOUNT OF \$24,230,013.

LIST OF EXHIBITS:

Exhibit "A" – Investment Summary Report

Exhibit "B" – Monthly Interest Rate Swap Summary

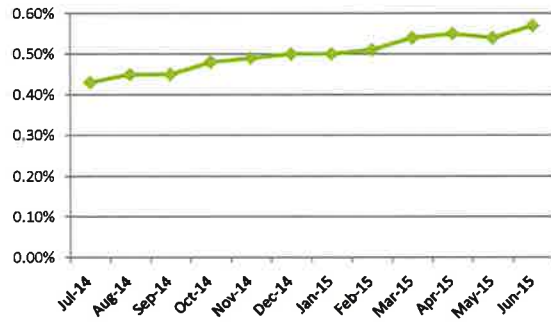
Exhibit "C" – Monthly Payroll ACH Summary

Exhibit "D" – Monthly Summary of District Disbursements

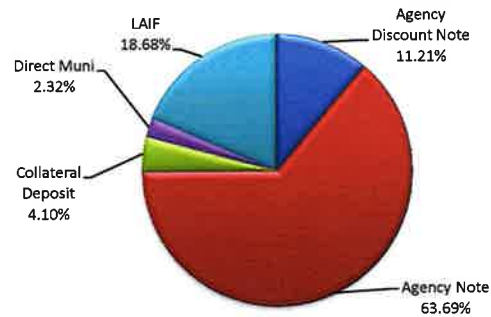
Exhibit "E" – Disclosure of Reimbursements to Board Members and Staff

Exhibit "A"
**Irvine Ranch Water District
Investment Portfolio Summary
June 2015**

Monthly Fixed Income Yield



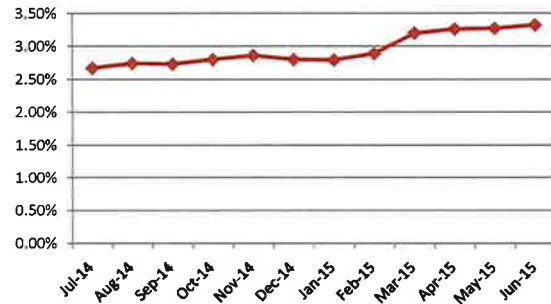
Portfolio Distribution



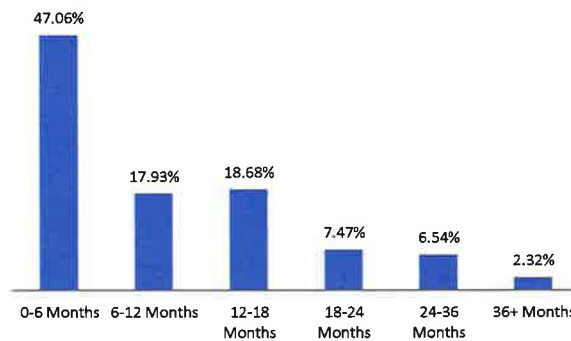
Investment Summary

Type	PAR	Book Value	Market Value
Agency Note	170,500,000	170,782,479	170,815,225
LAIF	50,000,000	50,000,000	50,019,186
Agency Discount Note	30,000,000	29,979,701	29,982,696
Collateral Deposit	11,005,282	11,005,282	11,005,282
Direct Muni	6,215,864	6,215,864	6,215,864
Grand Total	267,721,146	267,983,326	268,038,254

Weighted Average Return Including Real Estate Portfolio



Maturity Distribution



Top Issuers

Issuer	PAR	% Portfolio
Fed Home Loan Mortgage Corp	74,500,000	27.83%
Fed Home Loan Bank	66,000,000	24.65%
State of California Treasury - LAIF	50,000,000	18.68%
Fed Farm Credit Bank	30,000,000	11.20%
Fed Natl Mortgage Assoc	25,000,000	9.34%
Citi-Group Collateral	8,795,282	3.28%
ETWD	6,215,864	2.32%
Fed Ag Mortgage Corp	5,000,000	1.87%
Merrill Lynch Collateral	2,210,000	0.82%

IRVINE RANCH WATER DISTRICT
INVESTMENT SUMMARY REPORT

06/30/15

SETTLMT *	Call Schedule	Initial Call	Maturity Date	Rating	INVESTMENT TYPE	INSTITUTION / ISSUER	PAR Amount	COUPON DISCOUNT	YIELD	YTCF	ORIGINAL COST	CARRY VALUE	MARKET VALUE ⁽¹⁾ 6/30/2015	UNREALIZED ⁽²⁾ GAIN/(LOSS)
05/11/15			07/01/15		LAIF	State of California Tsy	\$50,000,000		0.300%		\$50,000,000.00	\$50,000,000.00	\$0,019,186.40	19,186.40
08/13/14	N/A	N/A	07/29/15	Aaa/AA+NR	FHLB - Note	Fed Home Loan Bank	15,000,000	0.125%	0.182%		14,991,750.00	14,999,340.00	15,000,300.00	960.00
03/04/14	N/A	N/A	08/28/15	Aaa/AA+NR	FHLMC - Note	Fed Home Loan Mortgage Corp	2,000,000	0.500%	0.225%		2,008,140.00	2,000,871.07	2,000,900.00	28.93
03/04/14	N/A	N/A	08/28/15	Aaa/AA+NR	FHLB - Note	Fed Home Loan Bank	8,000,000	0.375%	0.225%		8,017,720.00	8,001,896.24	8,003,440.00	1,543.76
05/28/14	N/A	N/A	09/10/15	Aaa/AA+AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.750%	0.165%		5,101,550.00	5,015,340.53	5,015,300.00	(40.53)
04/23/15	N/A	N/A	09/24/15	NR	FHLMC - Discount Note	Fed Home Loan Mortgage Corp Discount Note	10,000,000	0.081%	0.082%		9,996,556.00	9,998,099.09	9,998,600.00	500.91
05/26/15	N/A	N/A	10/14/15	NR	FHLB - Discount Note	Fed Home Loan Bank Discount Note	5,000,000	0.085%	0.086%		4,998,335.42	4,998,760.42	4,998,550.00	(210.42)
11/19/14	N/A	N/A	11/18/15	Aaa/NA/NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.125%	0.193%		4,996,635.00	4,998,705.77	4,999,250.00	544.23
10/09/14	N/A	N/A	12/01/15	Aaa/AA+NR	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.270%	0.233%	0.233%	5,002,100.00	5,000,768.66	5,000,900.00	131.34
10/29/14	N/A	N/A	12/18/15	Aaa/AA+NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.300%	0.200%	0.200%	5,005,670.00	5,002,322.65	4,998,900.00	(3,422.65)
05/27/14	N/A	N/A	12/21/15	Aaa/AA+AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.375%	0.241%		5,010,450.00	5,003,155.06	5,003,550.00	394.94
01/15/13	N/A	07/15/13	01/15/16	NA/AA+AAA	FHLB - Note	Fed Home Loan Bank	5,000,000	0.375%	0.390%		4,997,750.00	4,999,436.99	5,002,500.00	3,063.01
06/30/15	N/A	N/A	01/25/16	NR	FHLB - Discount Note	Fed Home Loan Bank Discount Note	5,000,000	0.150%	0.152%		4,995,646.00	4,995,666.83	4,995,646.00	(20.83)
04/28/15	N/A	N/A	02/26/16	NR	FNMA - Discount Note	Fed Natl Mortgage Discount Note	10,000,000	0.190%	0.193%		9,983,797.22	9,987,175.00	9,989,900.00	2,725.00
03/14/14	Continuous	06/10/14	03/10/16	Aaa/AA+AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.350%	0.413%	0.874%	4,993,750.00	4,997,824.97	4,998,200.00	375.03
04/29/14	Continuous after	07/25/14	04/25/16	Aaa/AA+AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.390%	0.448%	0.878%	4,994,250.00	4,997,323.40	4,998,150.00	826.60
05/20/15	N/A	N/A	05/04/16	Aaa/AA+NR	FHLB - Note	Fed Home Loan Bank	3,000,000	0.300%	0.315%		2,999,565.00	2,999,617.20	2,999,310.00	(307.20)
05/20/15	N/A	N/A	05/18/16	Aaa/AA+NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.250%	0.305%		4,997,598.27	4,997,598.27	4,993,000.00	(4,598.27)
05/20/15	N/A	N/A	05/27/16	Aaa/AA+AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	2.500%	0.304%		5,111,650.00	5,099,078.15	5,097,000.00	(2,078.15)
06/04/15	N/A	N/A	06/20/16	Aaa/AA+NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.340%	0.355%		4,999,200.00	4,999,256.54	4,998,050.00	(1,206.54)
11/20/14	N/A	N/A	06/27/16	Aaa/AA+AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.375%	0.424%		4,996,091.65	4,997,581.50	5,000,650.00	3,068.50
05/08/14	N/A	N/A	07/05/16	Aaa/AA+AAA	FNMA - Note	Fed Natl Mortgage Assoc	5,000,000	0.375%	0.484%		4,988,300.00	4,994,513.31	4,998,750.00	4,236.69
04/29/14	Continuous after	07/29/14	07/29/16	Aaa/AA+AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.550%	0.550%	0.550%	5,000,000.00	5,000,000.00	5,000,250.00	250.00
02/11/14	Continuous after	08/11/14	08/11/16	Aaa/AA+AAA	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.570%	0.590%	0.590%	4,997,500.00	4,998,884.32	5,000,200.00	1,315.68
06/09/15	N/A	N/A	08/25/16	Aaa/AA+AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	10,000,000	2.000%	0.467%		10,184,900.00	10,175,717.61	10,177,200.00	1,482.39
06/15/15	N/A	N/A	10/13/16	NR	FAMCA - Note	Fed Ag Mortgage Corp	5,000,000	0.970%	0.578%		5,025,900.00	5,025,047.33	5,028,600.00	3,552.67
11/28/14	Quarterly	05/15/15	11/15/16	Aaa/AA+NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.600%	0.600%	0.600%	5,000,000.00	5,000,000.00	5,000,850.00	850.00
12/19/13	Quarterly	06/19/14	12/19/16	Aaa/AA+AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.750%	0.750%	0.750%	5,000,000.00	5,000,000.00	5,005,200.00	5,200.00
12/20/13	Quarterly	06/19/14	12/19/16	Aaa/AA+AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	0.750%	0.755%	0.755%	4,999,250.00	4,999,632.19	5,005,200.00	5,567.81
06/15/15	N/A	06/13/14	03/30/17	Aaa/AA+NR	FHLB - Note	Fed Home Loan Bank	5,000,000	0.625%	0.727%		4,990,950.00	4,991,171.41	4,995,200.00	4,028.59
04/25/14	Continuous after	04/24/15	04/24/17	Aaa/AA+NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.900%	0.976%	1.142%	4,988,750.00	4,993,126.71	5,000,450.00	7,323.29
10/28/14	Quarterly	01/28/15	04/28/17	Aaa/AA+AAA	FHLMC - Note	Fed Home Loan Mortgage Corp	10,000,000	0.820%	0.820%	0.820%	10,000,000.00	10,000,000.00	9,990,800.00	(9,200.00)
03/30/15	Quarterly	06/30/15	06/30/17	Aaa/AA+NR	FHLMC - Note	Fed Home Loan Mortgage Corp	7,500,000	0.875%	0.875%		7,500,000.00	7,500,000.00	7,508,775.00	8,775.00
10/24/14	Continuous after	09/18/13	09/18/17	Aaa/AA+NR	FFCB - Note	Fed Farm Credit Bank	5,000,000	0.980%	1.033%	1.033%	4,992,500.00	4,994,268.87	4,990,350.00	(3,918.87)
10/30/14	Quarterly	01/30/15	10/30/17	NA/AA+NR	FHLMC - Note	Fed Home Loan Mortgage Corp	5,000,000	1.100%	1.100%	1.100%	5,000,000.00	5,000,000.00	5,004,000.00	4,000.00
05/30/15	N/A	N/A	04/30/36	NR	Direct Muni	ETWD	6,215,864	4.570%	4.570%	4.570%	6,215,863.76	6,215,863.76	6,215,863.76	
SUB-TOTAL							<u>\$256,715,864</u>				<u>\$257,081,805.05</u>	<u>\$256,978,043.84</u>	<u>\$257,032,971.16</u>	<u>\$54,927.32</u>
RESTRICTED CASH (Swap Collateral Deposits) ⁽⁵⁾														
06/01/15					Collateral Deposit	Citi-Group	\$8,795,282		0.080%		\$8,795,282.48	\$8,795,282.48	8,795,282.48	
05/29/15					Collateral Deposit	Merrill Lynch	\$2,210,000		0.080%		\$2,210,000.00	\$2,210,000.00	2,210,000.00	
SUB-TOTAL							<u>\$11,005,282</u>				<u>\$11,005,282.48</u>	<u>\$11,005,282.48</u>	<u>\$11,005,282.48</u>	
TOTAL INVESTMENTS							<u>\$267,721,146</u>				<u>\$268,087,087.53</u>	<u>\$267,983,326.32</u>	<u>\$268,038,253.64</u>	
				June	Petty Cash	Bank of America					3,400.00			
					Ck Balance						379,576.44			
											<u>\$268,470,063.97</u>			

⁽¹⁾ LAIF market value is as of the most recent quarter-end as reported by LAIF.
Security market values are determined using Bank of New York ("Trading Prices"), Bloomberg and/or broker dealer pricing.

⁽²⁾ Gain (loss) calculated against carry value using the trading value provided by Bank of New York/Brokers

⁽³⁾ Real estate rate of return is based on most recent quarter end return

⁽⁴⁾ Calculation excludes Direct Muni - ETWD

⁽⁵⁾ Swap Collateral Deposits assumes 6 month maturity, dependent on interest rate changes

Outstanding Variable Rate Debt	\$328,800,000
Net Outstanding Variable Rate Debt (Less \$130 million fixed-payer swaps)	\$198,800,000
Investment Balance:	\$268,470,064
Investment to Variable Rate Debt Ratio:	135%
Portfolio - Average Number of Days To Maturity ^(A)	266

	Investment Portfolio	Real Estate ⁽³⁾ Portfolio	Weighted Avg. Return
June	0.57%	13.31%	3.32%
May	0.54%	13.20%	3.27%
Change	0.03%		

This Investment Summary Report is in conformity with the 2015 Investment Policy and provides sufficient liquidity to meet the next six months estimated expenditures
*S - Step up

IRVINE RANCH WATER DISTRICT
SUMMARY OF MATURITIES

06/30/15

DATE	TOTAL	%	LAIF	Agency Notes	Agency Discount Notes	Collateral Deposit	Direct Muni
06/15	\$50,000,000	18.68%	\$50,000,000				
07/15	15,000,000	5.60%		15,000,000			
08/15	10,000,000	3.74%		10,000,000			
09/15	15,000,000	5.60%		5,000,000	10,000,000		
10/15	5,000,000	1.87%			5,000,000		
11/15	16,005,282	5.98%		5,000,000		\$11,005,282	
12/15	15,000,000	5.60%		15,000,000			
01/16	10,000,000	3.74%		5,000,000	5,000,000		
02/16	10,000,000	3.74%			10,000,000		
03/16	5,000,000	1.87%		5,000,000			
04/16	5,000,000	1.87%		5,000,000			
05/16	13,000,000	4.86%		13,000,000			
SUB-TOTAL	\$169,005,282	63.13%	\$50,000,000	\$78,000,000	\$30,000,000	\$11,005,282	
13 Months - 3 YEARS							
06/01/16 - 9/30/2016	35,000,000	13.07%		35,000,000			
10/01/16 - 12/31/2016	20,000,000	7.47%		20,000,000			
1/1/2017 - 3/31/2017	5,000,000	1.87%		5,000,000			
04/01/17-06/30/17	22,500,000	8.40%		22,500,000			
07/01/17 - 9/30/2017	5,000,000	1.87%		5,000,000			
10/30/17 - 12/31/2017	5,000,000	1.87%		5,000,000			
	-						
04/30/2036	6,215,864	2.32%					6,215,864
TOTALS	\$267,721,146	100.00%	\$50,000,000	\$170,500,000	\$30,000,000	\$11,005,282	\$6,215,864

% OF PORTFOLIO	18.68%	63.69%	11.21%	4.10%	2.32%
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Irvine Ranch Water District
 Summary of Real Estate
 6/30/2015

	<u>ACQUISITION DATE</u>	<u>PROPERTY TYPE</u>	<u>OWNERSHIP INTEREST</u>	<u>ORIGINAL COST</u>	<u>RATE OF RETURN QUARTER ENDED Jun-15</u>
Sycamore Canyon	Dec-92	Apartments	Fee Simple	\$ 43,550,810	17.77%
Wood Canyon Villas	Jun-91	Apartments	Limited Partner	\$ 6,000,000	8.56%
ITC (230 Commerce)	Jul-03	Office Building	Fee Simple	\$ 5,739,845	4.03%
Waterworks Business Pk.	Nov-08	Research & Dev.	Fee Simple	\$ 8,630,577	5.31%
Sand Canyon Professional Center	Jul-12	Medical Office	Fee Simple	\$ 8,648,594	8.33%
				<u>\$ 72,569,826</u>	<u>13.31%</u>

IRVINE RANCH WATER DISTRICT INVESTMENT SUMMARY REPORT
INVESTMENT ACTIVITY
June 2015

MATURITIES/SALES/CALLS

PURCHASES

DATE	SECURITY TYPE	PAR	YIELD	Settlement Date	Maturity Date	SECURITY TYPE	PAR	YIELD TO MATURITY
6/9/2015	FNMA - Note	\$5,000,000	0.73%	6/4/2015	6/20/2016	FHLB - Note	\$5,000,000	0.36%
6/9/2015	FHMLC - Discount Note	\$10,000,000	0.15%	6/9/2015	8/25/2016	FHLMC - Note	\$10,000,000	0.47%
6/15/2015	FHLMC - Note	\$5,000,000	0.76%	6/15/2015	10/13/2016	FAMCA - Note	\$5,000,000	0.58%
6/15/2015	FHLB - Note	\$5,000,000	0.95%	6/15/2015	3/30/2017	FHLB - Note	\$5,000,000	0.73%
				6/30/2015	1/25/2016	FHLB - Discount Note	\$5,000,000	0.15%

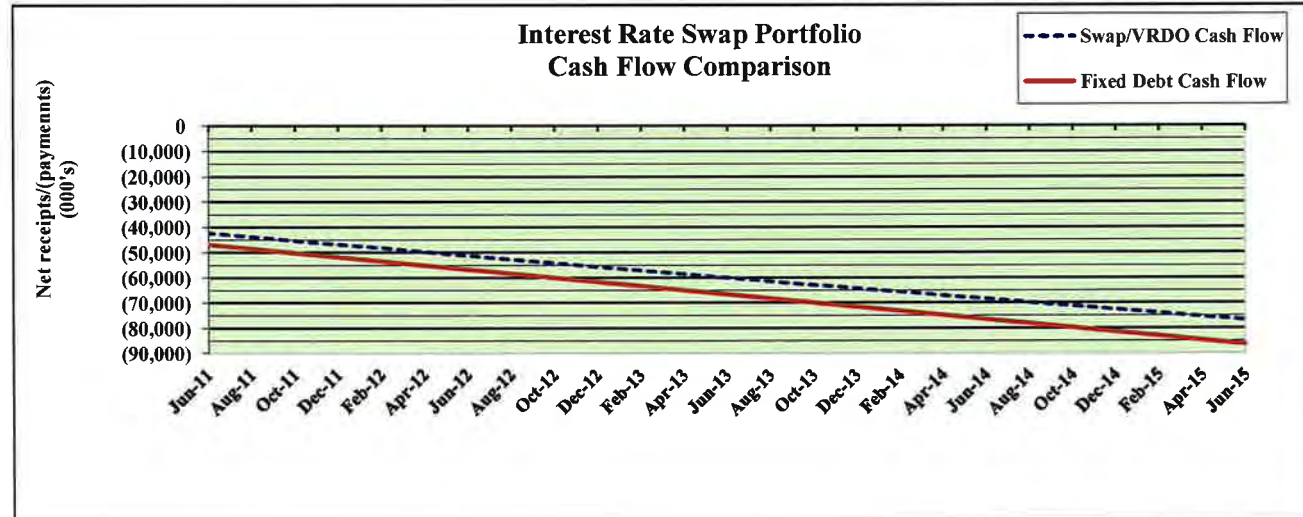
IRVINE RANCH WATER DISTRICT
INTEREST RATE SWAP MONTHLY SUMMARY REPORT - DETAIL
June 30, 2015

LIBOR Avg %	Prior Mo. 0.18%	Current Mo. 0.19%	12-Mo Avg 0.17%
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Current Fiscal Year Active Swaps								Cash Flow				Mark to Market	
Effective Date	Maturity Date	Years to Maturity	Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Fixed Payer Swaps - By Effective Date													
6/4/2006	6/4/2019	3.9	ML	\$ 20,000,000	FXP	LIBOR	6.200%	(93,631)	(106,887)	\$ (1,206,417)	\$ (8,654,967)	\$ 16,294,544	\$ (3,705,456)
6/4/2006	6/4/2019	3.9	CG	20,000,000	FXP	LIBOR	6.200%	(93,631)	(106,887)	(1,206,417)	(8,654,967)	16,289,025	(3,710,975)
6/17/2006	6/17/2019	4.0	CG	30,000,000	FXP	LIBOR	6.140%	(139,026)	(158,679)	(1,797,732)	(12,837,903)	24,464,333	(5,535,667)
3/10/2007	3/10/2029	13.7	ML	30,000,000	FXP	LIBOR	5.687%	(128,466)	(146,596)	(1,655,860)	(11,509,808)	18,872,000	(11,128,000)
3/10/2007	3/10/2029	13.7	CG	30,000,000	FXP	LIBOR	5.687%	(128,466)	(146,596)	(1,655,860)	(11,509,808)	18,819,812	(11,180,188)
Totals/Weighted Avgs				8.5				\$ (583,220)	\$ (665,645)	\$ (7,522,286)	\$ (53,167,454)	\$ 94,739,714	\$ (35,260,286)
Total Current Year Active Swaps				\$ 130,000,000				\$ (583,220)	\$ (665,645)	\$ (7,522,286)	\$ (53,167,454)	\$ 94,739,714	\$ (35,260,286)

Current Fiscal Year Terminated Swaps								Cash Flow				Mark to Market	
Effective Date	Maturity Date		Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Terminated Swaps								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Current Fiscal Year - Total Swaps								Cash Flow				Mark to Market	
Effective Date	Maturity Date		Counter Party	Notional Amt	Type	Base Index	Fixed Rate	Prior Month	Current Month	Fiscal YTD	Cumulative Cash Flow	Current Mark to Market	Notional Difference
Total Current Year Active & Terminated Swaps								\$ (583,220)	\$ (665,645)	\$ (7,522,286)	\$ (53,167,454)	\$ 94,739,714	\$ (35,260,286)



Cash Flow Comparison	
Synthetic Fixed vs. Fixed Rate Debt	
Cash Flow to Date	
Synthetic Fixed =	\$70,507,613
Fixed Rate =	\$78,986,857
Assumptions:	
- Fixed rate debt issued at 5.10% in Jun-06, and 4.93% in Mar-07 (estimated TE rates - Bloomberg)	
- 'Synthetic' includes swap cash flow + interest + fees to date	

Exhibit "C"

MONTHLY SUMMARY OF PAYROLL ACH PAYMENTS

**June
2015**

DATE	AMOUNT	VENDOR	PURPOSE
6/12/2015	767,020.31	BANK OF AMERICA	ACH Payments for Payroll
6/26/2015	739,803.85	BANK OF AMERICA	ACH Payments for Payroll
	<u>\$1,506,824.16</u>		

Exhibit "D"

>

IRWD Ledger

Include Zero Amount Payments: Yes
Display Payee Address: No

Void Payment Register

Period From: 01-JUN-15

Report Date: 01-JUL-2015 07:45

Page: 1

To: 30-JUN-15

Date: Void Date

Bank: Bank of America N.A.

Branch: Los Angeles

Account: Checking AP and PR

Bank Account Currency: USD

Payment Currency: USD (US Dollar)

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
Payment Document: IRWD CHECK						
355737	05-FEB-15	LIU, XUEDONG	PAY		13.40	08-JUN-15
355738	05-FEB-15	LU, ZHENGJIE	PAY		15.59	09-JUN-15
355834	12-FEB-15	Velazquez, Moises	HOME		170.64	15-JUN-15
355882	12-FEB-15	CAO, ZHILI	PAY		22.10	09-JUN-15
355889	12-FEB-15	CHEN, GANG	PAY		37.82	09-JUN-15
355905	12-FEB-15	DONG, YI	PAY		32.75	09-JUN-15
355924	12-FEB-15	FREEDOM COMMUNICATIONS INC	PAY		495.63	15-JUN-15
355942	12-FEB-15	HARRIMAN, JOHNNIE	PAY		51.96	09-JUN-15
355955	12-FEB-15	IACOVINO, DENNIS	PAY		40.28	09-JUN-15
355987	12-FEB-15	LI, PEIHANG	PAY		19.61	09-JUN-15
355990	12-FEB-15	LIN, SHUPEI	PAY		21.22	09-JUN-15
355995	12-FEB-15	MAHMOUDI, KAMBIZ	PAY		16.07	09-JUN-15
356014	12-FEB-15	NGUYEN, HOANG	PAY		38.24	10-JUN-15
356030	12-FEB-15	PALMER, CINDY	PAY		19.82	10-JUN-15
356033	12-FEB-15	PARK WEST LANDSCAPE	PAY		10,538.71	15-JUN-15
356045	12-FEB-15	QUACH, BEN	PAY		19.91	10-JUN-15
356085	12-FEB-15	SZWEMINSKA, MARIA	PAY		17.00	10-JUN-15
356122	12-FEB-15	WILLIAM, PRANTIE A	PAY		23.98	10-JUN-15
356124	12-FEB-15	WORKSCAPES AT NEWPORT BEACH	PAY		23.96	10-JUN-15
356131	12-FEB-15	YOON, SUNGSOO	PAY		39.25	10-JUN-15
356134	12-FEB-15	ZHANG, SHU XIANG	PAY		29.33	10-JUN-15
356151	19-FEB-15	ALRASHIDI, ABDULLAH	PAY		159.56	15-JUN-15
356342	19-FEB-15	LIM, JONG-PHIL	PAY		15.44	10-JUN-15
356377	19-FEB-15	SANDERS, SHENEA	PAY		274.23	15-JUN-15
356391	19-FEB-15	STOUT, GIBRAN	PAY		29.70	10-JUN-15
356466	25-FEB-15	CHANG, SHIHAO	PAY		36.79	10-JUN-15
356515	25-FEB-15	KIM, HEESKONG	PAY		23.08	10-JUN-15
356518	25-FEB-15	LIAO, CHIA-WEI	PAY		37.75	10-JUN-15
356519	25-FEB-15	LIN, YI-JU	PAY		20.76	10-JUN-15
356605	25-FEB-15	WANG, BO	PAY		24.44	10-JUN-15
356618	26-FEB-15	LI, SHANNON	PAY		16.38	10-JUN-15
356727	05-MAR-15	LEE, JOON	PAY		348.29	25-JUN-15
356781	05-MAR-15	SPRING LAKES	PAY		1,210.27	25-JUN-15
356811	05-MAR-15	WESTRIDGE APARTMENTS	PAY		3,359.15	25-JUN-15
356915	12-MAR-15	GOLDEN 85 INVESTMENTS INC	PAY		153.37	25-JUN-15
356954	12-MAR-15	NGUYEN, MINH	PAY		43.67	25-JUN-15
357025	12-MAR-15	WANG, WILLIAM	PAY		427.17	11-JUN-15
357032	12-MAR-15	WESTRIDGE APARTMENTS	PAY		497.55	25-JUN-15

IRWD Ledger

Include Zero Amount Payments: Yes
Display Payee Address: No

Void Payment Register

Period From: 01-JUN-15

Report Date: 01-JUL-2015 07:45

Page: 2

To: 30-JUN-15

Date: Void Date

Bank: Bank of America N.A.

Branch: Los Angeles

Account: Checking AP and PR

Bank Account Currency: USD

Payment Currency: USD (US Dollar)

Payment Number	Date	Payee Name	Site	Address	Payment Amount	Void Date
Payment Document: IRWD CHECK						
357082	18-MAR-15	CHAUDRY, ANAS	PAY		17.28	25-JUN-15
357102	18-MAR-15	EMERALD COURT I APTS.	PAY		3,973.67	25-JUN-15
357103	18-MAR-15	EMERALD COURT II	PAY		1,907.58	25-JUN-15
357190	18-MAR-15	TRABUCO WOODS	PAY		816.78	25-JUN-15
359004	04-JUN-15	REED, JAMES D	PURCHASE_PAY		1,937.52	18-JUN-15
359247	18-JUN-15	Moeder, Jacob J (Jacob)	HOME		14.00	22-JUN-15
359284	18-JUN-15	STRAUSS, KAREN	IRVINE		0.00	30-JUN-15

Payment Document Subtotal 27,031.70

Bank Account Subtotal 27,031.70

Report Count: 45

Report Total 27,031.70

Total Voids

*** End of Report ***

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 1
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358856		02-JUN-15	JCI JONES CHEMICALS INC	CINCINNATI	4,466.55	05-JUN-15	4,466.55	Reconciled
358857		04-JUN-15	MORA, LANCE	ORANGE	434.96	17-JUN-15	434.96	Reconciled
358858		04-JUN-15	Murphy, Alexander J (Alexander)		897.00	16-JUN-15	897.00	Reconciled
358859		04-JUN-15	Rojas, Anthony A (Tony)		115.68	08-JUN-15	115.68	Reconciled
358860		04-JUN-15	Clary, Cheryl L		82.32	04-JUN-15	82.32	Reconciled
358861		04-JUN-15	Webb, Douglas G (Douglas)		300.00	22-JUN-15	300.00	Reconciled
358862		04-JUN-15	Tessers, Franklin Jr (Frank)		190.68	08-JUN-15	190.68	Reconciled
358863		04-JUN-15	Swift, Ian P (Ian)		200.00	29-JUN-15	200.00	Reconciled
358864		04-JUN-15	Dugan, Jeffrey (Jeff)		156.00	08-JUN-15	156.00	Reconciled
358865		04-JUN-15	Jack, Michael P (Mike)		109.00	04-JUN-15	109.00	Reconciled
358866		04-JUN-15	Wiley, Michael A		86.00	12-JUN-15	86.00	Reconciled
358867		04-JUN-15	Ridenour, Randall R (Randall)		125.00			Negotiable
358868		04-JUN-15	Olson, Richard Jr (Richard)		98.08	09-JUN-15	98.08	Reconciled
358869		04-JUN-15	Bertsch, Truc Mai (Tina)		35.59	08-JUN-15	35.59	Reconciled
358870		04-JUN-15	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	1,500.00	10-JUN-15	1,500.00	Reconciled
358871		04-JUN-15	SANTIAGO AQUEDUCT PAY COMMISSION		6,112.02	08-JUN-15	6,112.02	Reconciled
358872		04-JUN-15	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES	PAY	1,300.00	12-JUN-15	1,300.00	Reconciled
358873		04-JUN-15	ACE PROPERTY MANAGEMENT		148.64	22-JUN-15	148.64	Reconciled
358874		04-JUN-15	ADVANCED ENVIRONMENTAL COMPLIANCE, LLC		5,090.00	10-JUN-15	5,090.00	Reconciled
358875		04-JUN-15	AGILENT TECHNOLOGIES, INC.		1,814.40	10-JUN-15	1,814.40	Reconciled
358876		04-JUN-15	AIRGAS-WEST, INC.		469.41	10-JUN-15	469.41	Reconciled
358877		04-JUN-15	AKM CONSULTING ENGINEERS, INC.		2,250.00	15-JUN-15	2,250.00	Reconciled
358878		04-JUN-15	ALEXANDER'S CONTRACT SERVICES, INC.		108,521.48	12-JUN-15	108,521.48	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 2
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358879		04-JUN-15	ALL AMERICAN SEWER TOOLS		1,298.95	12-JUN-15	1,298.95	Reconciled
358880		04-JUN-15	ALLIANT INSURANCE SERVICES, INC		287,000.23	17-JUN-15	287,000.23	Reconciled
358881		04-JUN-15	ALPHA TRAFFIC SERVICES, INC.		570.00	12-JUN-15	570.00	Reconciled
358882		04-JUN-15	ALTFILLISCH CONTRACTORS INC		28,698.57	15-JUN-15	28,698.57	Reconciled
358883		04-JUN-15	ANDERSONPENNA PARTNERS, INC		29,607.50	15-JUN-15	29,607.50	Reconciled
358884		04-JUN-15	ANTHONY N. LAKSEN		400.00	10-JUN-15	400.00	Reconciled
358885		04-JUN-15	ARC-ZONE.COM, INC		465.37	12-JUN-15	465.37	Reconciled
358886		04-JUN-15	ARCADIS U.S., INC.		2,470.00	11-JUN-15	2,470.00	Reconciled
358887		04-JUN-15	ASSETPOINT LLC		17,594.00	16-JUN-15	17,594.00	Reconciled
358888		04-JUN-15	ASSOCIATION OF CALIFORNIA WATER AGENCIES/CWA		32,980.75	12-JUN-15	32,980.75	Reconciled
358889		04-JUN-15	ASTRONICS TEST SYSTEMS INC		115.81			Negotiable
358890		04-JUN-15	AT&T		1,169.96	12-JUN-15	1,169.96	Reconciled
358891		04-JUN-15	AUTOZONE PARTS, INC.		360.13	11-JUN-15	360.13	Reconciled
358892		04-JUN-15	BATTERIES PLUS BATTERIES PLUS BULBS		1,186.18	11-JUN-15	1,186.18	Reconciled
358893		04-JUN-15	BATTERY		728.64	22-JUN-15	728.64	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
358894	04-JUN-15		SPECIALTIES BEST DRILLING AND PUMP, INC.		22,684.65	11-JUN-15	22,684.65	Reconciled
358895	04-JUN-15		BILINGUAL TRAINING INSTITUTE		1,910.00	10-JUN-15	1,910.00	Reconciled
358896	04-JUN-15		BILL'S SWEEPING SERVICE INC		575.00	11-JUN-15	575.00	Reconciled
358897	04-JUN-15		BIOMAGIC INC		4,976.64	09-JUN-15	4,976.64	Reconciled
358898	04-JUN-15		BLOOMBERG FINANCE LP		12,171.67	15-JUN-15	12,171.67	Reconciled
358899	04-JUN-15		BRITHINEE ELECTRIC		5,341.68	10-JUN-15	5,341.68	Reconciled
358900	04-JUN-15		BROOKFIELD HOMES		11.38	18-JUN-15	11.38	Reconciled
358901	04-JUN-15		BRUCE NEWELL		1,316.00	11-JUN-15	1,316.00	Reconciled
358902	04-JUN-15		C WELLS PIPELINE MATERIALS INC		23,819.35	12-JUN-15	23,819.35	Reconciled
358903	04-JUN-15		CACHERO, RALPH		33.35	10-JUN-15	33.35	Reconciled
358904	04-JUN-15		CALIFORNIA BARRICADE INC		830.00	17-JUN-15	830.00	Reconciled
358905	04-JUN-15		CALIFORNIA PACIFIC HOMES		6.84	12-JUN-15	6.84	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 3
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358906	04-JUN-15		CANON SOLUTIONS AMERICA, INC.		407.01	10-JUN-15	407.01	Reconciled
358907	04-JUN-15		CITY CIRCUIT BREAKERS		486.00	15-JUN-15	486.00	Reconciled
358908	04-JUN-15		CITY OF NEWPORT BEACH		120,353.63	16-JUN-15	120,353.63	Reconciled
358909	04-JUN-15		CITY OF SANTA ANA		18,596.59	16-JUN-15	18,596.59	Reconciled
358910	04-JUN-15		COELHO, NANCY		44.20	12-JUN-15	44.20	Reconciled
358911	04-JUN-15		COMMERCIAL COATING RESOURCE INC		1,510.00	12-JUN-15	1,510.00	Reconciled
358912	04-JUN-15		COX COMMUNICATIONS		142.96	11-JUN-15	142.96	Reconciled
358913	04-JUN-15		CPI-INTERNATIONAL, INC		668.42	11-JUN-15	668.42	Reconciled
358914	04-JUN-15		CS-AMSCO		5,475.60	12-JUN-15	5,475.60	Reconciled
358915	04-JUN-15		CSAC EXCESS INSURANCE AUTHORITY		1,269.00	12-JUN-15	1,269.00	Reconciled
358916	04-JUN-15		CYPRESS VILLAGE COMM. ASSOC		290.88			Negotiable
358917	04-JUN-15		D & G SIGNS		11,700.00	15-JUN-15	11,700.00	Reconciled
358918	04-JUN-15		DATASITE INC		12,742.00	24-JUN-15	12,742.00	Reconciled
358919	04-JUN-15		DATAZEO, INC.		71.52	11-JUN-15	71.52	Reconciled
358920	04-JUN-15		DELPHIN COMPUTER SUPPLY		643.68	11-JUN-15	643.68	Reconciled
358921	04-JUN-15		DISCOVERY SCIENCE CENTER		5,000.00	15-JUN-15	5,000.00	Reconciled
358922	04-JUN-15		DLT SOLUTIONS LLC		57,265.83	15-JUN-15	57,265.83	Reconciled
358923	04-JUN-15		DMS FACILITY SERVICES, INC.		16,380.00	11-JUN-15	16,380.00	Reconciled
358924	04-JUN-15		DUDEK		7,542.15	12-JUN-15	7,542.15	Reconciled
358925	04-JUN-15		ECOLOGY CONTROL INDUSTRIES		3,712.01	19-JUN-15	3,712.01	Reconciled
358926	04-JUN-15		EISEL ENTERPRISES INC		21,578.40	11-JUN-15	21,578.40	Reconciled
358927	04-JUN-15		ELECTRICAL SYSTEMS ENGINEERING CO		13,600.00	15-JUN-15	13,600.00	Reconciled
358928	04-JUN-15		ENDRESS AND HAUSER INC		3,012.92	11-JUN-15	3,012.92	Reconciled
358929	04-JUN-15		ENGINEERING RESOURCES		4,350.00	19-JUN-15	4,350.00	Reconciled
358930	04-JUN-15		ENTERPRISE SECURITY, INC		157.50	11-JUN-15	157.50	Reconciled
358931	04-JUN-15		ENVIRONMENTAL RESOURCE ASSOCIATES		142.13	12-JUN-15	142.13	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 4
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358932	04-JUN-15		EVGQUA WATER TECHNOLOGIES LLC		88.42	12-JUN-15	88.42	Reconciled
358933	04-JUN-15		EZRA, JENNIFER		35.28	15-JUN-15	35.28	Reconciled
358934	04-JUN-15		FEDEX		302.33	15-JUN-15	302.33	Reconciled
358935	04-JUN-15		FIDELITY SECURITY LIFE INSURANCE COMPANY		6,087.43	11-JUN-15	6,087.43	Reconciled
358936	04-JUN-15		FISERV		290.50	19-JUN-15	290.50	Reconciled

358937	04-JUN-15	FISHER SCIENTIFIC COMPANY LLC	9,511.30	09-JUN-15	9,511.30	Reconciled
358938	04-JUN-15	GANAHL LUMBER CO.	1,684.65	12-JUN-15	1,684.65	Reconciled
358939	04-JUN-15	GHD INC.	31,020.00	12-JUN-15	31,020.00	Reconciled
358940	04-JUN-15	GRAINGER	4,450.98	11-JUN-15	4,450.98	Reconciled
358941	04-JUN-15	GRAYBAR ELECTRIC COMPANY	204.46	09-JUN-15	204.46	Reconciled
358942	04-JUN-15	HAAKER EQUIPMENT COMPANY	1,022.20	10-JUN-15	1,022.20	Reconciled
358943	04-JUN-15	HACH COMPANY	6,582.54	11-JUN-15	6,582.54	Reconciled
358944	04-JUN-15	HADRONEX INC	593.04	11-JUN-15	593.04	Reconciled
358945	04-JUN-15	HARTFORD LIFE INSURANCE COMPANY	24,416.28	15-JUN-15	24,416.28	Reconciled
358946	04-JUN-15	HDR ENGINEERING INC	59,113.02	12-JUN-15	59,113.02	Reconciled
358947	04-JUN-15	HELPMATES STAFFING SERVICES	5,319.37	10-JUN-15	5,319.37	Reconciled
358948	04-JUN-15	HERTZ EQUIPMENT RENTAL	627.00	12-JUN-15	627.00	Reconciled
358949	04-JUN-15	HILL BROTHERS CHEMICAL COMPANY	15,631.40	11-JUN-15	15,631.40	Reconciled
358950	04-JUN-15	HOME DEPOT USA INC	591.15	12-JUN-15	591.15	Reconciled
358951	04-JUN-15	II FUELS INC	14,361.97	11-JUN-15	14,361.97	Reconciled
358952	04-JUN-15	INDUSTRIAL METAL SUPPLY CO	27.80	10-JUN-15	27.80	Reconciled
358953	04-JUN-15	IRVINE CHAMBER OF COMMERCE	1,600.00	10-JUN-15	1,600.00	Reconciled
358954	04-JUN-15	IRVINE PACIFIC, LP	750.00	11-JUN-15	750.00	Reconciled
358955	04-JUN-15	IRVINE PIPE & SUPPLY INC	4,466.55	10-JUN-15	4,466.55	Reconciled
358956	04-JUN-15	IRWD-PETTY CASH CUSTODIAN	1,095.47	08-JUN-15	1,095.47	Reconciled
358957	04-JUN-15	JCI JONES CHEMICALS INC	5,505.50	11-JUN-15	5,505.50	Reconciled
358958	04-JUN-15	JINNAH, SULTAN	27.33	17-JUN-15	27.33	Reconciled
358959	04-JUN-15	JOHN MICHAEL COVAS	194.20	15-JUN-15	194.20	Reconciled
358960	04-JUN-15	KENNY THE PRINTER	409.59	10-JUN-15	409.59	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 5
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358961		04-JUN-15	KENT & AMY DAHLBERG		11,311.30	15-JUN-15	11,311.30	Reconciled
358962		04-JUN-15	KIMBALL MIDWEST		1,263.95	16-JUN-15	1,263.95	Reconciled
358963		04-JUN-15	KLEINFELDER, INC.		139,769.65	11-JUN-15	139,769.65	Reconciled
358964		04-JUN-15	KONECRANES INC		2,689.21	11-JUN-15	2,689.21	Reconciled
358965		04-JUN-15	LA HABRA FENCE COMPANY INC		12,941.00	15-JUN-15	12,941.00	Reconciled
358966		04-JUN-15	LAGUNA BEACH COUNTY WATER DISTRICT		2,805.18	12-JUN-15	2,805.18	Reconciled
358967		04-JUN-15	LEE, WONJAE		104.27	12-JUN-15	104.27	Reconciled
358968		04-JUN-15	LIN, NA		26.54			Negotiable
358969		04-JUN-15	LU'S LIGHTHOUSE, INC.		359.83	11-JUN-15	359.83	Reconciled
358970		04-JUN-15	MAJD, CARL		36.07	10-JUN-15	36.07	Reconciled
358971		04-JUN-15	MARINA LANDSCAPE MAINTENANCE, INC.		2,165.45	15-JUN-15	2,165.45	Reconciled
358972		04-JUN-15	MC FADDEN-DALE INDUSTRIAL		3.29	10-JUN-15	3.29	Reconciled
358973		04-JUN-15	MC MASTER CARR SUPPLY CO		1,520.96	12-JUN-15	1,520.96	Reconciled
358974		04-JUN-15	MOJICA, CELINA		25.20	12-JUN-15	25.20	Reconciled
358975		04-JUN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		3,893.50	11-JUN-15	3,893.50	Reconciled
358976		04-JUN-15	MUTUAL PROPANE		27.00	10-JUN-15	27.00	Reconciled
358977		04-JUN-15	NATIONAL READY MIXED CONCRETE CO.		1,188.60	10-JUN-15	1,188.60	Reconciled
358978		04-JUN-15	NATURALWELL, LLC		550.00	10-JUN-15	550.00	Reconciled
358979		04-JUN-15	NATURES IMAGE INC		4,661.00	10-JUN-15	4,661.00	Reconciled
358980		04-JUN-15	NEPTUNE TECHNOLOGY GROUP, INC.		179,159.04	12-JUN-15	179,159.04	Reconciled
358981		04-JUN-15	NINYO & MOORE		17,071.00	11-JUN-15	17,071.00	Reconciled
358982		04-JUN-15	NOVELL INC		35,847.50	11-JUN-15	35,847.50	Reconciled
358983		04-JUN-15	OLIN CORPORATION		14,043.20	15-JUN-15	14,043.20	Reconciled
358984		04-JUN-15	OLIVIA, MAIJA		57.14	19-JUN-15	57.14	Reconciled
358985		04-JUN-15	ONESOURCE DISTRIBUTORS LLC		5,833.03	10-JUN-15	5,833.03	Reconciled
358986		04-JUN-15	ORANGE COUNTY AUTO PARTS CO		486.34	10-JUN-15	486.34	Reconciled
358987		04-JUN-15	OUTSOURCE TECHNICAL LLC		56,110.00	11-JUN-15	56,110.00	Reconciled
358988		04-JUN-15	PACIFIC COAST BOAT CORP		544.14	11-JUN-15	544.14	Reconciled
358989		04-JUN-15	PACIFIC HYDRATECH CORPORATION		4,940.15	11-JUN-15	4,940.15	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:41

BANK: Bank of America N.A. Branch : Los Angeles
 Bank Account Currency: USD (US Dollar)
 Payment Type: All

Account: Checking AP and PR Page: 6
 Payment Currency: USD (US Dollar)
 Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
358990		04-JUN-15	PACIFIC HYDROTECH CORPORATION		93,862.79	11-JUN-15	93,862.79	Reconciled
358991		04-JUN-15	PACIFIC PARTS & CONTROLS INC		116.29	10-JUN-15	116.29	Reconciled
358992		04-JUN-15	PARKWAY LAWNMOWER SHOP		154.68	11-JUN-15	154.68	Reconciled
358993		04-JUN-15	PENHALL COMPANY		600.00	09-JUN-15	600.00	Reconciled
358994		04-JUN-15	PERKINELMER HEALTH SCIENCES INC		940.48	11-JUN-15	940.48	Reconciled
358995		04-JUN-15	PIVOT INTERIORS INC		20,582.21	11-JUN-15	20,582.21	Reconciled
358996		04-JUN-15	PRIDEMARK CONTRACTORS INC		529.16			Negotiable
358997		04-JUN-15	PRIORITY MAILING SYSTEMS LLC		546.27	11-JUN-15	546.27	Reconciled
358998		04-JUN-15	PROGRESSIVE WATER TREATMENT INC		19,328.79	16-JUN-15	19,328.79	Reconciled
358999		04-JUN-15	PTI SAND & GRAVEL INC		373.95	15-JUN-15	373.95	Reconciled
359000		04-JUN-15	R&B AUTOMATION, INC.		17,450.76	11-JUN-15	17,450.76	Reconciled
359001		04-JUN-15	RAM AIR ENGINEERING INC		4,990.92	15-JUN-15	4,990.92	Reconciled
359002		04-JUN-15	REACH EMPLOYEE ASSISTANCE INC		896.00	17-JUN-15	896.00	Reconciled
359003		04-JUN-15	REED THOMAS CO INC		496.96	11-JUN-15	496.96	Reconciled
359004		04-JUN-15	REED, JAMES D		1,937.52			Voided
359005		04-JUN-15	RESOURCE BUILDING MATERIAL		427.68	15-JUN-15	427.68	Reconciled
359006		04-JUN-15	RINCON TRUCK CENTER INC.		503.33	10-JUN-15	503.33	Reconciled
359007		04-JUN-15	RINGCLEAR LLC		63.96	11-JUN-15	63.96	Reconciled
359008		04-JUN-15	RLS INDUSTRIES		5,084.84	10-JUN-15	5,084.84	Reconciled
359009		04-JUN-15	RMS ENGINEERING & DESIGN, INC.		5,993.42	10-JUN-15	5,993.42	Reconciled
359010		04-JUN-15	ROCHE EXCAVATING INC		476.68	11-JUN-15	476.68	Reconciled
359011		04-JUN-15	ROMA, MA. LUILOU		32.89	15-JUN-15	32.89	Reconciled
359012		04-JUN-15	ROOKE, DUDE		237.43	22-JUN-15	237.43	Reconciled
359013		04-JUN-15	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT		12,739.31	23-JUN-15	12,739.31	Reconciled
359014		04-JUN-15	RS HUGHES COMPANY, INC.		766.80	10-JUN-15	766.80	Reconciled
359015		04-JUN-15	RUSSO, DOUGLAS J		231.00	11-JUN-15	231.00	Reconciled
IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45								
BANK: Bank of America N.A. Branch : Los Angeles			Account: Checking AP and PR			Page: 7		
Bank Account Currency: USD (US Dollar)			Payment Currency: USD (US Dollar)			Display Supplier Address: No		
Payment Type: All								

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359016		04-JUN-15	SAFETY-KLEEN SYSTEMS, INC		46.82	15-JUN-15	46.82	Reconciled
359017		04-JUN-15	SANDERS PAVING INC		5,725.00	10-JUN-15	5,725.00	Reconciled
359018		04-JUN-15	SANTA ANA BLUE PRINT		273.51	16-JUN-15	273.51	Reconciled
359019		04-JUN-15	SANTA MARGARITA FORD		506.57	15-JUN-15	506.57	Reconciled
359020		04-JUN-15	SANTA MARGARITA FORD		714.18	10-JUN-15	714.18	Reconciled
359021		04-JUN-15	SCHINDLER ELEVATOR CORPORATION		174.45	11-JUN-15	174.45	Reconciled
359022		04-JUN-15	SHAMROCK SUPPLY CO INC		190.13	10-JUN-15	190.13	Reconciled
359023		04-JUN-15	SHIELDS, HARPER & CO.		666.90	11-JUN-15	666.90	Reconciled
359024		04-JUN-15	SHIN, HYUNYUN		24.47	17-JUN-15	24.47	Reconciled
359025		04-JUN-15	SLATTERY, NICOLE		22.04	29-JUN-15	22.04	Reconciled
359026		04-JUN-15	SNYDER LANGETCN		1,149.10	16-JUN-15	1,149.10	Reconciled
359027		04-JUN-15	SONG, ZHIJIN		14.95			Negotiable
359028		04-JUN-15	SOUTHERN CALIFORNIA EBISON COMPANY		341,319.12	08-JUN-15	341,319.12	Reconciled
359029		04-JUN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		120.00	15-JUN-15	120.00	Reconciled
359030		04-JUN-15	STANDARD SECURITY COMPANY		2,519.24	12-JUN-15	2,519.24	Reconciled
359031		04-JUN-15	STANTEC CONSULTING		24,704.00	12-JUN-15	24,704.00	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
359032	04-JUN-15		SERVICES INC. SUN, LIBIN		20.49	15-JUN-15	20.49	Reconciled
359033	04-JUN-15		TESTAMERICA LABORATORIES, INC		262.50	12-JUN-15	262.50	Reconciled
359034	04-JUN-15		THE FURMAN GROUP, INC.		11,585.00	12-JUN-15	11,585.00	Reconciled
359035	04-JUN-15		THE GAS COMPANY		844.33	12-JUN-15	844.33	Reconciled
359036	04-JUN-15		THYSSENKRUPP ELEVATOR CORPORATION		173.65	12-JUN-15	173.65	Reconciled
359037	04-JUN-15		TIC-AGRICULTURAL DIV		18,264.92	22-JUN-15	18,264.92	Reconciled
359038	04-JUN-15		TIMBERLINE CONSTRUCTION INC		651.65	15-JUN-15	651.65	Reconciled
359039	04-JUN-15		TRANSCAT, INC		374.14	12-JUN-15	374.14	Reconciled
359040	04-JUN-15		TROPICAL PLAZA NURSERY INC		4,728.00	10-JUN-15	4,728.00	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 8
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359041	04-JUN-15		TRUCPARCO		2,202.37	15-JUN-15	2,202.37	Reconciled
359042	04-JUN-15		TRUGREEN LANDCARE		2,100.00	11-JUN-15	2,100.00	Reconciled
359043	04-JUN-15		TS PALM TERRACE LP		671.39	19-JUN-15	671.39	Reconciled
359044	04-JUN-15		TU, ED		1,149.03	15-JUN-15	1,149.03	Reconciled
359045	04-JUN-15		ULINE INC		1,088.51	16-JUN-15	1,088.51	Reconciled
359046	04-JUN-15		ULTRA SCIENTIFIC		70.80	12-JUN-15	70.80	Reconciled
359047	04-JUN-15		UNITED PARCEL SERVICE INC		22.60	10-JUN-15	22.60	Reconciled
359048	04-JUN-15		UNITED WATER WORKS, INC.		66.42	10-JUN-15	66.42	Reconciled
359049	04-JUN-15		URS CORPORATION		1,645.00	12-JUN-15	1,645.00	Reconciled
359050	04-JUN-15		US BANK NAT'L ASSOCIATION NORTH DAKOTA		53,313.99	15-JUN-15	53,313.99	Reconciled
359051	04-JUN-15		VALLEYCREST LANDSCAPE DEVELOPMENT, INC.		3,375.12	09-JUN-15	3,375.12	Reconciled
359052	04-JUN-15		VERIZON CALIFORNIA INC		266.41	11-JUN-15	266.41	Reconciled
359053	04-JUN-15		VERIZON WIRELESS SERVICES LLC		8,783.41	19-JUN-15	8,783.41	Reconciled
359054	04-JUN-15		WACO FILTERS CORPORATION		14,938.78	15-JUN-15	14,938.78	Reconciled
359055	04-JUN-15		WALNUT SQ HOA		3,236.34	12-JUN-15	3,236.34	Reconciled
359056	04-JUN-15		WASTE MANAGEMENT OF ORANGE COUNTY		1,770.17	10-JUN-15	1,770.17	Reconciled
359057	04-JUN-15		WATER ENVIRONMENT RESEARCH FOUNDATION (WERF)		8,082.00	11-JUN-15	8,082.00	Reconciled
359058	04-JUN-15		WAXIE'S ENTERPRISES, INC		643.76	11-JUN-15	643.76	Reconciled
359059	04-JUN-15		WECK LABORATORIES INC		1,090.00	15-JUN-15	1,090.00	Reconciled
359060	04-JUN-15		WEI, WENJING		425.81			Negotiable
359061	04-JUN-15		WEINMAN, CLYDE E		18.26	10-JUN-15	18.26	Reconciled
359062	04-JUN-15		WESTERN WATER WORKS SUPPLY COMPANY		301.36	10-JUN-15	301.36	Reconciled
359063	04-JUN-15		WESTERN WEATHER GROUP INC		2,660.00	12-JUN-15	2,660.00	Reconciled
359064	04-JUN-15		WIRELESS WATCHDOGS, LLC		656.00	18-JUN-15	656.00	Reconciled
359065	04-JUN-15		XEROX CORPORATION		1,476.00	15-JUN-15	1,476.00	Reconciled
359066	04-JUN-15		YALE CHASE MATERIALS HANDLING INC		167.70	10-JUN-15	167.70	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 9
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359067	04-JUN-15		YANG-HALSEY, ASHLEY		512.36	17-JUN-15	512.36	Reconciled
359068	09-JUN-15		JCI JONES CHEMICALS INC	CINCINNATI	2,254.00	15-JUN-15	2,254.00	Reconciled
359069	10-JUN-15		PSB INTEGRATED MARKETING	LAKE FOREST	6,051.57	11-JUN-15	6,051.57	Reconciled
359070	10-JUN-15		PSB INTEGRATED MARKETING	LAKE FOREST	31,756.41	11-JUN-15	31,756.41	Reconciled
359071	10-JUN-15		UNITED STATES LOGISTICAL OFFICE		30,009.00	14-JUN-15	30,009.00	Reconciled

359072	10-JUN-15	ESTELA VENEGAS	PURCHASE	2,300.00	16-JUN-15	2,300.00	Reconciled
359073	10-JUN-15	BAKERYTRUCK	PURCHASE	575.00	22-JUN-15	575.00	Reconciled
359074	10-JUN-15	MARTIN GUERRA	2283 N BATAVIA CINCINNATI	412.50			Negotiable
359075	11-JUN-15	JCI JONES CHEMICALS INC		4,404.40	15-JUN-15	4,404.40	Reconciled
359076	11-JUN-15	Spangenberg, Carl W (Carl)		220.00	12-JUN-15	220.00	Reconciled
359077	11-JUN-15	La, Jason (Jason)		151.47	15-JUN-15	151.47	Reconciled
359078	11-JUN-15	Smyth, Jeffrey S (Jeff)		93.61	12-JUN-15	93.61	Reconciled
359079	11-JUN-15	Matheis, Mary Aileen		893.00	15-JUN-15	893.00	Reconciled
359080	11-JUN-15	Swan, Peer		193.75	16-JUN-15	193.75	Reconciled
359081	11-JUN-15	De La Torre, Sergio (Sergio)		125.05	18-JUN-15	125.05	Reconciled
359082	11-JUN-15	LaMar, Steven E		560.13	17-JUN-15	560.13	Reconciled
359083	11-JUN-15	Norman, Tammy		115.90	15-JUN-15	115.90	Reconciled
359084	11-JUN-15	A WATKINS PAINT & COLLISION		308.10	19-JUN-15	308.10	Reconciled
359085	11-JUN-15	ADS LLC		1,991.00	15-JUN-15	1,991.00	Reconciled
359086	11-JUN-15	AKM CONSULTING ENGINEERS, INC.		80,209.49	17-JUN-15	80,209.49	Reconciled
359087	11-JUN-15	ALKHALIDI, INAS		76.16	17-JUN-15	76.16	Reconciled
359088	11-JUN-15	ALL AMERICAN SEWER TOOLS		4,746.03	15-JUN-15	4,746.03	Reconciled
359089	11-JUN-15	ALPHA TRAFFIC SERVICES, INC.		570.00	15-JUN-15	570.00	Reconciled
359090	11-JUN-15	AM CONSERVATION GROUP, INC.		2,110.00	15-JUN-15	2,110.00	Reconciled
359091	11-JUN-15	AMANT, ERIK ST.		5.79	17-JUN-15	5.79	Reconciled
359092	11-JUN-15	AMERICAN CONSTRUCTION AND SUPPLY INC		10,731.25	22-JUN-15	10,731.25	Reconciled
359093	11-JUN-15	ARCADIS U.S., INC.		3,510.00	15-JUN-15	3,510.00	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 10
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359094		11-JUN-15	ARMORCAST PRODUCTS COMPANY		6,861.42	15-JUN-15	6,861.42	Reconciled
359095		11-JUN-15	ASSURED FLOW SALES INC		223.91	17-JUN-15	223.91	Reconciled
359096		11-JUN-15	ASTORIA CENTRAL PARK WEST INC.		736.07			Negotiable
359097		11-JUN-15	AT&T		4,941.70	16-JUN-15	4,941.70	Reconciled
359098		11-JUN-15	AT&T		1,630.26	16-JUN-15	1,630.26	Reconciled
359099		11-JUN-15	ATHENS SERVICES		5,731.47	23-JUN-15	5,731.47	Reconciled
359100		11-JUN-15	AUTOZONE PARTS, INC.		277.08	16-JUN-15	277.08	Reconciled
359101		11-JUN-15	BATTERIES PLUS AND BATTERIES PLUS BULBS		192.13	15-JUN-15	192.13	Reconciled
359102		11-JUN-15	BATTERY SYSTEMS INC		584.89	15-JUN-15	584.89	Reconciled
359103		11-JUN-15	BDC SPECIAL WASTE		207.20	16-JUN-15	207.20	Reconciled
359104		11-JUN-15	BIGWIG MONSTER, LLC		4,500.00	15-JUN-15	4,500.00	Reconciled
359105		11-JUN-15	BIOMERIEUX INC		307.43	15-JUN-15	307.43	Reconciled
359106		11-JUN-15	BLAIRS TOWING INC		109.00	17-JUN-15	109.00	Reconciled
359107		11-JUN-15	BUSINESS MACHINES UNLIMITED		125.00	22-JUN-15	125.00	Reconciled
359108		11-JUN-15	CACHERO, RALPH		48.92	15-JUN-15	48.92	Reconciled
359109		11-JUN-15	CALIFORNIA BANK & TRUST		22,487.92	19-JUN-15	22,487.92	Reconciled
359110		11-JUN-15	CALIFORNIA MUNICIPAL STATISTICS INC		1,125.00	22-JUN-15	1,125.00	Reconciled
359111		11-JUN-15	CANON FINANCIAL SERVICES, INC		6,422.12	16-JUN-15	6,422.12	Reconciled
359112		11-JUN-15	CHARLES P CROWLEY COMPANY INC		489.50	15-JUN-15	489.50	Reconciled
359113		11-JUN-15	CITY OF TUSTIN		128.07	16-JUN-15	128.07	Reconciled
359114		11-JUN-15	CIVILSOURCE, INC.		13,230.00	17-JUN-15	13,230.00	Reconciled
359115		11-JUN-15	CLEARINGHOUSE		477.67	15-JUN-15	477.67	Reconciled
359116		11-JUN-15	CNC ENGINEERING, INC		3,637.50	17-JUN-15	3,637.50	Reconciled
359117		11-JUN-15	CR & R INCORPORATED		12.62	19-JUN-15	12.62	Reconciled
359118		11-JUN-15	CREDENTIAL CHECK CORPORATION		151.48	15-JUN-15	151.48	Reconciled
359119		11-JUN-15	DELL MARKETING LP		11,301.94	17-JUN-15	11,301.94	Reconciled
359120		11-JUN-15	DEMSEY, FILLIGER & ASSOCIATES LLC		5,000.00	16-JUN-15	5,000.00	Reconciled
359121		11-JUN-15	DEX MEDIA INC.		75.75	22-JUN-15	75.75	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 11
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)

Payment Type: All

Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359122		11-JUN-15	DISCOVERY SCIENCE CENTER		7,958.88	16-JUN-15	7,958.88	Reconciled
359123		11-JUN-15	EDUCATIONAL CREDIT MANAGEMENT CORPORATION		199.71	16-JUN-15	199.71	Reconciled
359124		11-JUN-15	EI&C ENGINEERING INC		24,840.00			Negotiable
359125		11-JUN-15	ENTERPRISE INFORMATION SYSTEMS, INC.		21,100.00	23-JUN-15	21,100.00	Reconciled
359126		11-JUN-15	ENVIRONMENTAL EXPRESS INC		1,075.60	17-JUN-15	1,075.60	Reconciled
359127		11-JUN-15	ENVIRONMENTAL RESOURCE ASSOCIATES		127.77	19-JUN-15	127.77	Reconciled
359128		11-JUN-15	EXECUTIVE LIGHTING & ELECTRIC		750.51	16-JUN-15	750.51	Reconciled
359129		11-JUN-15	FEDEX		280.36	16-JUN-15	280.36	Reconciled
359130		11-JUN-15	FEDEX		406.12	18-JUN-15	406.12	Reconciled
359131		11-JUN-15	FIRE EXTINGUISHING SAFETY & SERVICE		701.98	19-JUN-15	701.98	Reconciled
359132		11-JUN-15	FISHER SCIENTIFIC COMPANY LLC		44,196.16	16-JUN-15	44,196.16	Reconciled
359133		11-JUN-15	FRANK LA PLACA EXTERMINATING INC		175.00	19-JUN-15	175.00	Reconciled
359134		11-JUN-15	FULLER TRUCK ACCESSORIES		135.35	15-JUN-15	135.35	Reconciled
359135		11-JUN-15	GARDEN COMMUNITIES		169.18			Negotiable
359136		11-JUN-15	GARZA INDUSTRIES, INC		1,381.97	15-JUN-15	1,381.97	Reconciled
359137		11-JUN-15	GEMS SENSORS, INC.		1,515.75	15-JUN-15	1,515.75	Reconciled
359138		11-JUN-15	GENERAL PUMP COMPANY INC		104,827.27	17-JUN-15	104,827.27	Reconciled
359139		11-JUN-15	GOKA, RAHUL		26.78			Negotiable
359140		11-JUN-15	GOLDMAN, SACHS & CO		21,999.34			Negotiable
359141		11-JUN-15	GRAINGER		8,266.73	15-JUN-15	8,266.73	Reconciled
359142		11-JUN-15	GRAYBAR ELECTRIC COMPANY		3,909.74	15-JUN-15	3,909.74	Reconciled
359143		11-JUN-15	GREEN COAST INDUSTRIES, INC.		540.00			Negotiable
359144		11-JUN-15	HACH COMPANY		5,646.80	15-JUN-15	5,646.80	Reconciled
359145		11-JUN-15	HDR ENGINEERING INC		164,016.20	15-JUN-15	164,016.20	Reconciled
359146		11-JUN-15	HEALION, JAMES		81.35	25-JUN-15	81.35	Reconciled
IRWD Ledger								
BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 12								
Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)								
Payment Type: All Display Supplier Address: No								

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359147		11-JUN-15	HELPMATES STAFFING SERVICES		4,212.22	15-JUN-15	4,212.22	Reconciled
359148		11-JUN-15	HERITAGE FIELDS EL TORO, LLC		10,646.08			Negotiable
359149		11-JUN-15	HILL BROTHERS CHEMICAL COMPANY		4,861.50	15-JUN-15	4,861.50	Reconciled
359150		11-JUN-15	HOME DEPOT USA INC		1,075.63	17-JUN-15	1,075.63	Reconciled
359151		11-JUN-15	IBM CORPORATION		254.00	17-JUN-15	254.00	Reconciled
359152		11-JUN-15	INDUSTRIAL METAL SUPPLY CO		161.97	16-JUN-15	161.97	Reconciled
359153		11-JUN-15	IRVINE PIPE & SUPPLY INC		4,256.49	15-JUN-15	4,256.49	Reconciled
359154		11-JUN-15	IRVINE UNIFIED SCHOOL DISTRICT		200.00	17-JUN-15	200.00	Reconciled
359155		11-JUN-15	IRVINE UNIFIED SCHOOL DISTRICT		100.00	17-JUN-15	100.00	Reconciled
359156		11-JUN-15	IRVINE UNIFIED SCHOOL DISTRICT		100.00	18-JUN-15	100.00	Reconciled
359157		11-JUN-15	IRVINE UNIFIED SCHOOL DISTRICT		100.00	23-JUN-15	100.00	Reconciled
359158		11-JUN-15	IRVINE UNIFIED SCHOOL DISTRICT		200.00	19-JUN-15	200.00	Reconciled
359159		11-JUN-15	IRWD EMPLOYEE ASSOCIATION		760.00			Negotiable
359160		11-JUN-15	JOE RHODES MAINT SERVICE INC		269.97	15-JUN-15	269.97	Reconciled
359161		11-JUN-15	KILL-N-BUGS TERMITE AND PEST CONTROL SERVICES		325.00	17-JUN-15	325.00	Reconciled
359162		11-JUN-15	KRUEGER INTERNATIONAL,		10,709.36	19-JUN-15	10,709.36	Reconciled

359163	11-JUN-15	INC. L. G. SUPPLY COMPANY	5,363.28				Negotiable
359164	11-JUN-15	LEIGHTON CONSULTING, INC.	383.30	15-JUN-15	383.30		Reconciled
359165	11-JUN-15	LEWIS BRISBOIS BISGAARD AND SMITH, LLP	5,020.59	17-JUN-15	5,020.59		Reconciled
359166	11-JUN-15	LTB INC	742.92	19-JUN-15	742.92		Reconciled
359167	11-JUN-15	LU, JTN	37.16	16-JUN-15	37.16		Reconciled
359168	11-JUN-15	LUCAS GENERAL CONTRACTING	575.14	17-JUN-15	575.14		Reconciled
359169	11-JUN-15	MARINA LANDSCAPE MAINTENANCE, INC.	6,152.82	16-JUN-15	6,152.82		Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 13
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359170		11-JUN-15	MC MASTER CARR SUPPLY CO		1,712.56	17-JUN-15	1,712.56	Reconciled
359171		11-JUN-15	MOODY'S INVESTORS SERVICE INC		7,500.00	16-JUN-15	7,500.00	Reconciled
359172		11-JUN-15	MUTUAL PROPANE		27.00	16-JUN-15	27.00	Reconciled
359173		11-JUN-15	NATIONAL READY MIXED CONCRETE CO.		1,126.54	15-JUN-15	1,126.54	Reconciled
359174		11-JUN-15	NEWARK ELEMENT14		481.77	16-JUN-15	481.77	Reconciled
359175		11-JUN-15	NMG GEOTECHNICAL INC		38,632.80	18-JUN-15	38,632.80	Reconciled
359176		11-JUN-15	O'HAREN GOVERNMENT RELATIONS		6,500.00	16-JUN-15	6,500.00	Reconciled
359177		11-JUN-15	OLIN CORPORATION		19,862.62	19-JUN-15	19,862.62	Reconciled
359178		11-JUN-15	ONESOURCE DISTRIBUTORS LLC		1,331.21	15-JUN-15	1,331.21	Reconciled
359179		11-JUN-15	ORANGE COUNTY AUTO PARTS CO		233.43	15-JUN-15	233.43	Reconciled
359180		11-JUN-15	ORANGE COUNTY FIRE AUTHORITY		925.00	17-JUN-15	925.00	Reconciled
359181		11-JUN-15	ORANGE COUNTY VECTOR CONTROL DISTRICT		75.90			Negotiable
359182		11-JUN-15	PAC RIM ENGINEERING		2,625.00	19-JUN-15	2,625.00	Reconciled
359183		11-JUN-15	PACIFIC HYDROTECH CORPORATION		68,470.57	22-JUN-15	68,470.57	Reconciled
359184		11-JUN-15	PACIFIC HYDROTECH CORPORATION		3,603.71	17-JUN-15	3,603.71	Reconciled
359185		11-JUN-15	PACIFIC PARTS & CONTROLS INC		4,306.22	16-JUN-15	4,306.22	Reconciled
359186		11-JUN-15	PAPER DEPOT DOCUMENT DESTRUCTION LLC		720.00	19-JUN-15	720.00	Reconciled
359187		11-JUN-15	PARADA PAINTING INC		1,266.50	16-JUN-15	1,266.50	Reconciled
359188		11-JUN-15	PAULUS ENGINEERING INC		15,723.75	17-JUN-15	15,723.75	Reconciled
359189		11-JUN-15	PERS LONG TERM CARE		720.46	17-JUN-15	720.46	Reconciled
359190		11-JUN-15	PIVOT INTERIORS INC		11,839.84	17-JUN-15	11,839.84	Reconciled
359191		11-JUN-15	POLLARDWATER.COM		609.23	16-JUN-15	609.23	Reconciled
359192		11-JUN-15	PRAXAIR DISTRIBUTION INC		2,642.81	17-JUN-15	2,642.81	Reconciled
359193		11-JUN-15	PTI SAND & GRAVEL INC		1,022.83	15-JUN-15	1,022.83	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 14
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359194		11-JUN-15	PTM GENERAL ENGINEERING SERV		500.64	16-JUN-15	500.64	Reconciled
359195		11-JUN-15	R C FOSTER CORPORATION		98,130.83	18-JUN-15	98,130.83	Reconciled
359196		11-JUN-15	RANCHO SAN JOAQUIN		513.00			Negotiable
359197		11-JUN-15	RBF CONSULTING		4,319.14	15-JUN-15	4,319.14	Reconciled
359198		11-JUN-15	RESPONSE ENVELOPE, INC		3,499.20	16-JUN-15	3,499.20	Reconciled
359199		11-JUN-15	SANTA ANA BLUE PRINT		41.56	16-JUN-15	41.56	Reconciled
359200		11-JUN-15	SANTA MARGARITA FORD		184.66	16-JUN-15	184.66	Reconciled
359201		11-JUN-15	SCHULER		106,495.00	17-JUN-15	106,495.00	Reconciled

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
359202	11-JUN-15	ENGINEERING CORPORATION			795.00	19-JUN-15	795.00	Reconciled
359203	11-JUN-15	SEPARATION PROCESSES INC			1,884.95	16-JUN-15	1,884.95	Reconciled
359204	11-JUN-15	SHAMROCK SUPPLY CO INC			350.00	15-JUN-15	350.00	Reconciled
359205	11-JUN-15	SHEIDA, ZIA			63.12	15-JUN-15	63.12	Reconciled
359206	11-JUN-15	SIGMA-ALDRICH INC			2,200.68	19-JUN-15	2,200.68	Reconciled
359207	11-JUN-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT			271,209.95	15-JUN-15	271,209.95	Reconciled
359208	11-JUN-15	SOUTHERN CALIFORNIA EDISON COMPANY			1,369.23	22-JUN-15	1,369.23	Reconciled
359209	11-JUN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.			460.62	19-JUN-15	460.62	Reconciled
359210	11-JUN-15	SPARKLETT'S			7,500.00	16-JUN-15	7,500.00	Reconciled
359211	11-JUN-15	STANDARD & POOR'S FINANCIAL SERVICES LLC			154.30	29-JUN-15	154.30	Reconciled
359212	11-JUN-15	STEINHOFF, JOHN M			4,195.00	16-JUN-15	4,195.00	Reconciled
359213	11-JUN-15	SUSAN A. SIROTA			715,120.59	18-JUN-15	715,120.59	Reconciled
359214	11-JUN-15	SYNAGRO-WWT, INC.			171.62	18-JUN-15	171.62	Reconciled
359215	11-JUN-15	THE GAS COMPANY			11,787.00	17-JUN-15	11,787.00	Reconciled
359216	11-JUN-15	TROPICAL PLAZA NURSERY INC			951.04	23-JUN-15	951.04	Reconciled
359217	11-JUN-15	TRUCFARCO			22,944.63	18-JUN-15	22,944.63	Reconciled
359218	11-JUN-15	TRUGREEN LANDCARE			1,520.00	15-JUN-15	1,520.00	Reconciled
		U.S. HEALTHWORKS MEDICAL GROUP, P.C.						

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 15
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359219	11-JUN-15	ULTRA SCIENTIFIC			278.37	16-JUN-15	278.37	Reconciled
359220	11-JUN-15	UNITED PARCEL SERVICE INC			195.35	15-JUN-15	195.35	Reconciled
359221	11-JUN-15	USA BLUEBOOK			524.79	17-JUN-15	524.79	Reconciled
359222	11-JUN-15	VCS ENVIRONMENTAL			6,229.75	15-JUN-15	6,229.75	Reconciled
359223	11-JUN-15	VULCAN MATERIALS COMPANY			1,343.97	15-JUN-15	1,343.97	Reconciled
359224	11-JUN-15	VWR INTERNATIONAL, LLC			1,800.77	16-JUN-15	1,800.77	Reconciled
359225	11-JUN-15	WASTE MANAGEMENT OF ORANGE COUNTY			1,791.24	15-JUN-15	1,791.24	Reconciled
359226	11-JUN-15	WATERLINE TECHNOLOGIES INC			4,828.00	15-JUN-15	4,828.00	Reconciled
359227	11-JUN-15	WATERSMART SOFTWARE, INC			7,500.00	15-JUN-15	7,500.00	Reconciled
359228	11-JUN-15	WAXIE'S ENTERPRISES, INC			539.13	16-JUN-15	539.13	Reconciled
359229	11-JUN-15	WECK LABORATORIES INC			340.00	17-JUN-15	340.00	Reconciled
359230	11-JUN-15	WEST & SYLVESTER ELECTRICAL			5,995.28	16-JUN-15	5,995.28	Reconciled
359231	11-JUN-15	WEST ENVIRONMENTAL SERVICES & TECHNOLOGY, INC.			2,057.50	17-JUN-15	2,057.50	Reconciled
359232	11-JUN-15	YAN, TIANXING			52.07			Negotiable
359233	11-JUN-15	ZEBRON CONTRACTING INC			70,180.00	17-JUN-15	70,180.00	Reconciled
359234	12-JUN-15	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT	BAKERSFIELD D 2		0.00			Negotiable
359235	18-JUN-15	Coria, Alejandro (Alex)			350.00	22-JUN-15	350.00	Reconciled
359236	18-JUN-15	Murphy, Alexander J (Alexander)			15.00	25-JUN-15	15.00	Reconciled
359237	18-JUN-15	Willis, Andrew R (Andrew)			57.72	25-JUN-15	57.72	Reconciled
359238	18-JUN-15	Kalinsky, Arseny (Arseny)			43.39	26-JUN-15	43.39	Reconciled
359239	18-JUN-15	Meserlian, Barkev M			20.00	19-JUN-15	20.00	Reconciled
359240	18-JUN-15	Kessler, Christian L (Christian)			49.64	22-JUN-15	49.64	Reconciled
359241	18-JUN-15	Compton, Christine A			43.14			Negotiable
359242	18-JUN-15	Paulson, David			43.14	22-JUN-15	43.14	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 16
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359243		18-JUN-15	Akiyoshi, Eric S (Eric)		1,381.99	18-JUN-15	1,381.99	Reconciled
359244		18-JUN-15	Soto, Franklin E (Frank)		116.16	23-JUN-15	116.16	Reconciled
359245		18-JUN-15	Cho, Harry K (Harry)		31.39	29-JUN-15	31.39	Reconciled
359246		18-JUN-15	Swift, Ian P (Ian)		86.39	29-JUN-15	86.39	Reconciled
359247		18-JUN-15	Moeder, Jacob J (Jacob)		14.00			Voided
359248		18-JUN-15	La, Jason (Jason)		60.00	23-JUN-15	60.00	Reconciled
359249		18-JUN-15	Tran, Jason M (Jason)		84.00	25-JUN-15	84.00	Reconciled
359250		18-JUN-15	Hankla, Jeremy		15.76	24-JUN-15	15.76	Reconciled
359251		18-JUN-15	Kallo, John		245.72			Negotiable
359252		18-JUN-15	Zepeda, Jose		156.00	22-JUN-15	156.00	Reconciled
359253		18-JUN-15	McGehee, Joseph M (Joe)		28.75	22-JUN-15	28.75	Reconciled
359254		18-JUN-15	Pfister, Ken D (Ken)		15.00	23-JUN-15	15.00	Reconciled
359255		18-JUN-15	Ryan, Kerrick		31.98	18-JUN-15	31.98	Reconciled
359256		18-JUN-15	Burton, Kevin L (Kevin)		13.75	18-JUN-15	13.75	Reconciled
359257		18-JUN-15	Oldewage, Lars D (Lars)		50.52	22-JUN-15	50.52	Reconciled
359258		18-JUN-15	Bonkowski, Leslie A (Leslie)		301.04	19-JUN-15	301.04	Reconciled
359259		18-JUN-15	Lewis, Lyndy R		1,195.48	25-JUN-15	1,195.48	Reconciled
359260		18-JUN-15	Marshall, Matt I (Matt)		2,121.44	25-JUN-15	2,121.44	Reconciled
359261		18-JUN-15	Daniel, Matthew (Matthew)		330.64			Negotiable
359262		18-JUN-15	Drzymkowski, Michele A (Michele)		61.99			Negotiable
359263		18-JUN-15	Escobar, Omar (Omar)		108.00			Negotiable
359264		18-JUN-15	Sheilds, Patrick		40.00			Negotiable
359265		18-JUN-15	Cook, Paul A (Paul)		172.50	23-JUN-15	172.50	Reconciled
359266		18-JUN-15	Gallegos, Richard (Richard)		156.00	23-JUN-15	156.00	Reconciled
359267		18-JUN-15	Lao, Richard S		204.16			Negotiable
359268		18-JUN-15	Mori, Richard K (Rich)		45.39	18-JUN-15	45.39	Reconciled
359269		18-JUN-15	Toland, Scott Andrew		39.15	25-JUN-15	39.15	Reconciled
IRWD Ledger								
BANK: Bank of America N.A.			Branch : Los Angeles		Payment Register For 01-JUN-15 To 30-JUN-15		Report Date: 01-JUL-2015 07:45	
Bank Account Currency: USD (US Dollar)					Account: Checking AP and PR		Page: 17	
Payment Type: All					Payment Currency: USD (US Dollar)			
					Display Supplier Address: No			

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359270		18-JUN-15	Malloy, Steven L (Steven)		1,528.99	24-JUN-15	1,528.99	Reconciled
359271		18-JUN-15	EAST ORANGE COUNTY WATER DISTRICT	ORANGE	53,595.36			Negotiable
359272		18-JUN-15	OLIN CORPORATION	ATLANTA	8,438.38	22-JUN-15	8,438.38	Reconciled
359273		18-JUN-15	CALIFORNIA BARRICADE INC	PAY	4,181.50	23-JUN-15	4,181.50	Reconciled
359274		18-JUN-15	GRAINGER	PAY	3,855.17	22-JUN-15	3,855.17	Reconciled
359275		18-JUN-15	ANTHEM BLUE CROSS	LOS ANGELES	0.00			Negotiable
359276		18-JUN-15	AT&T SERVICES, INC	ATLANTA	99.62	24-JUN-15	99.62	Reconciled
359277		18-JUN-15	CANON FINANCIAL SERVICES, INC	PAY	600.48	23-JUN-15	600.48	Reconciled
359278		18-JUN-15	ALPHA TRAFFIC SERVICES, INC.	FULLERTON	570.00	22-JUN-15	570.00	Reconciled
359279		18-JUN-15	COX COMMUNICATIONS	PAY	109.00	22-JUN-15	109.00	Reconciled
359280		18-JUN-15	PACIFIC GAS AND ELECTRIC COMPANY	SACRAMENTO	22.67	24-JUN-15	22.67	Reconciled
359281		18-JUN-15	CANDELA CORPORATION	IRVINE	0.00			Negotiable
359282		18-JUN-15	ORANGE COUNTY SANITATION DISTRICT	FOUNTAIN VALLEY	3,000.00	22-JUN-15	3,000.00	Reconciled
359283		18-JUN-15	POWER-ONE RENEWABLE ENERGY SOLUTIONS, LLC	DALLAS	0.00			Negotiable
359284		18-JUN-15	STRAUSS, KAREN	IRVINE	0.00			Voided
359285		18-JUN-15	SARIGUMBA, VALERIE	SEATTLE	0.00			Negotiable
359286		18-JUN-15	AT&T INTERNET SERVICES	CAROL STREAM IL	6.96			Negotiable
359287		18-JUN-15	ZENON ENVIRONMENTAL CORPORATION	CHICAGO	0.00			Negotiable

359288	18-JUN-15	MWH AMERICAS INC	PAY		0.00			Negotiable
359289	18-JUN-15	REYES, CHRIS	MARTINEZ		0.00			Negotiable
359290	18-JUN-15	A & Y ASPHALT CONTRACTORS INC			14,777.00	25-JUN-15	14,777.00	Reconciled
359291	18-JUN-15	A WATKINS PAINT & COLLISION			1,940.35	25-JUN-15	1,940.35	Reconciled
359292	18-JUN-15	AAF INTERNATIONAL			1,251.34	22-JUN-15	1,251.34	Reconciled
359293	18-JUN-15	ADS LLC			2,600.00	22-JUN-15	2,600.00	Reconciled
359294	18-JUN-15	ADT SECURITY SERVICES INC			167.22	25-JUN-15	167.22	Reconciled
359295	18-JUN-15	ADVANCED CALIBRATION DESIGNS INC			567.00	25-JUN-15	567.00	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 18
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359296		18-JUN-15	AIRGAS-WEST, INC.		2,364.69	22-JUN-15	2,364.69	Reconciled
359297		18-JUN-15	ALL AMERICAN SEWER TOOLS		784.27	22-JUN-15	784.27	Reconciled
359298		18-JUN-15	ALONSO, MARK		1,468.03			Negotiable
359299		18-JUN-15	AM CONSERVATION GROUP, INC.		3,707.27	22-JUN-15	3,707.27	Reconciled
359300		18-JUN-15	ANDERSON, ANDY		737.82	22-JUN-15	737.82	Reconciled
359301		18-JUN-15	ANTHEM BLUE CROSS		2,012.80	22-JUN-15	2,012.80	Reconciled
359302		18-JUN-15	ANTHEM BLUE CROSS		1,089.40	22-JUN-15	1,089.40	Reconciled
359303		18-JUN-15	ANTHEM BLUE CROSS		415.62	22-JUN-15	415.62	Reconciled
359304		18-JUN-15	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC		5,797.97	22-JUN-15	5,797.97	Reconciled
359305		18-JUN-15	APX ENCLOSURES INC		3,061.22	23-JUN-15	3,061.22	Reconciled
359306		18-JUN-15	AQUA BEN CORPORATION		34,231.68	24-JUN-15	34,231.68	Reconciled
359307		18-JUN-15	ARCADIS U.S., INC.		73,943.68	26-JUN-15	73,943.68	Reconciled
359308		18-JUN-15	AT&T		3,436.07	22-JUN-15	3,436.07	Reconciled
359309		18-JUN-15	AUTOZONE PARTS, INC.		20.29	22-JUN-15	20.29	Reconciled
359310		18-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA		1,080.00			Negotiable
359311		18-JUN-15	BATTERIES PLUS AND BATTERIES PLUS BULBS		334.06	22-JUN-15	334.06	Reconciled
359312		18-JUN-15	BELL TOWER FLORIST & GIFTS		273.22			Negotiable
359313		18-JUN-15	BIGWIG MONSTER, LLC		30,000.00	24-JUN-15	30,000.00	Reconciled
359314		18-JUN-15	BLAIRS TOWING INC		55.00			Negotiable
359315		18-JUN-15	BORCHARD SURVEYING & MAPPING, INC.		2,220.00			Negotiable
359316		18-JUN-15	BOYD & ASSOCIATES		3,708.00	23-JUN-15	3,708.00	Reconciled
359317		18-JUN-15	C WELLS PIPELINE MATERIALS INC		860.76	25-JUN-15	860.76	Reconciled
359318		18-JUN-15	CABELA'S MARKETING AND BRAND MANAGEMENT INC		5,610.83	22-JUN-15	5,610.83	Reconciled
359319		18-JUN-15	CAI, YIYU		38.76			Negotiable
359320		18-JUN-15	CAPTIVE AUDIENCE MARKETING INC.		85.32	23-JUN-15	85.32	Reconciled
359321		18-JUN-15	CDW GOVERNMENT LLC		466.53	22-JUN-15	466.53	Reconciled
359322		18-JUN-15	CERTIFIED TRANSPORTATION		1,349.92	22-JUN-15	1,349.92	Reconciled
359323		18-JUN-15	CITY OF IRVINE		6,280.45			Negotiable

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 19
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359324		18-JUN-15	CITY OF SANTA ANA		151.39	22-JUN-15	151.39	Reconciled
359325		18-JUN-15	CITY OF TUSTIN		689.95	24-JUN-15	689.95	Reconciled
359326		18-JUN-15	CLA-VAL COMPANY		3,165.39	22-JUN-15	3,165.39	Reconciled
359327		18-JUN-15	COMMERCE ENERGY INC		694.30	22-JUN-15	694.30	Reconciled
359328		18-JUN-15	CONTROL AIR CONDITIONING CORPORATION		510.21	22-JUN-15	510.21	Reconciled
359329		18-JUN-15	CORELOGIC INC		18.00	25-JUN-15	18.00	Reconciled
359330		18-JUN-15	CREATIVE ALLIANCE GROUP LLC		4,564.41	22-JUN-15	4,564.41	Reconciled
359331		18-JUN-15	CREDENTIAL CHECK CORPORATION		209.54	22-JUN-15	209.54	Reconciled
359332		18-JUN-15	CROCKER & CROCKER		21,167.96	24-JUN-15	21,167.96	Reconciled

359333	18-JUN-15	D & H WATER SYSTEMS INC.	8,366.66	24-JUN-15	8,366.66	Reconciled
359334	18-JUN-15	DELL MARKETING LP	8,245.54	22-JUN-15	8,245.54	Reconciled
359335	18-JUN-15	DEPARTMENT OF WATER RESOURCES	63,322.00	25-JUN-15	63,322.00	Reconciled
359336	18-JUN-15	DUDLEY RIDGE WATER DISTRICT	58,837.76	25-JUN-15	58,837.76	Reconciled
359337	18-JUN-15	EAGLE PRINT DYNAMICS	1,676.88	22-JUN-15	1,676.88	Reconciled
359338	18-JUN-15	EDGEWAVE, INC.	5,517.60	23-JUN-15	5,517.60	Reconciled
359339	18-JUN-15	ELITE EQUIPMENT, INC.	475.92	23-JUN-15	475.92	Reconciled
359340	18-JUN-15	EMPLOYEE BENEFIT SPECIALIST, INC	1,040.00	23-JUN-15	1,040.00	Reconciled
359341	18-JUN-15	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.	13,612.50	24-JUN-15	13,612.50	Reconciled
359342	18-JUN-15	ENVIRONMENTAL SCIENCE ASSOCIATES	6,230.92	23-JUN-15	6,230.92	Reconciled
359343	18-JUN-15	FARRELL & ASSOCIATES	2,381.87	29-JUN-15	2,381.87	Reconciled
359344	18-JUN-15	FARWEST CORROSION CONTROL CO	447.68	22-JUN-15	447.68	Reconciled
359345	18-JUN-15	FERGUSON ENTERPRISES, INC.	744.12	22-JUN-15	744.12	Reconciled
359346	18-JUN-15	FIRST CHOICE SERVICES	1,224.03	23-JUN-15	1,224.03	Reconciled
359347	18-JUN-15	FISERV	15,637.72	24-JUN-15	15,637.72	Reconciled
359348	18-JUN-15	GANAHL LUMBER CO.	73.59	24-JUN-15	73.59	Reconciled
359349	18-JUN-15	GARLAND MFG COMPANY	2,250.19	25-JUN-15	2,250.19	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 20
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359350		18-JUN-15	GE ANALYTICAL INSTRUMENTS INC		548.20	23-JUN-15	548.20	Reconciled
359351		18-JUN-15	GRAYBAR ELECTRIC COMPANY		1,812.17	22-JUN-15	1,812.17	Reconciled
359352		18-JUN-15	HAAKER EQUIPMENT COMPANY		686.60	22-JUN-15	686.60	Reconciled
359353		18-JUN-15	HACH COMPANY		8,173.42	23-JUN-15	8,173.42	Reconciled
359354		18-JUN-15	HARTFORD LIFE INSURANCE COMPANY		24,855.49	26-JUN-15	24,855.49	Reconciled
359355		18-JUN-15	HDR ENGINEERING INC		179,224.72	25-JUN-15	179,224.72	Reconciled
359356		18-JUN-15	HELPMATES STAFFING SERVICES		6,858.35	22-JUN-15	6,858.35	Reconciled
359357		18-JUN-15	HILL BROTHERS CHEMICAL COMPANY		3,619.05	23-JUN-15	3,619.05	Reconciled
359358		18-JUN-15	HOME DEPOT USA INC		614.64	24-JUN-15	614.64	Reconciled
359359		18-JUN-15	HUNSAKER & ASSOCIATES IRVINE		2,128.00	22-JUN-15	2,128.00	Reconciled
359360		18-JUN-15	IBM CORPORATION		925.00	23-JUN-15	925.00	Reconciled
359361		18-JUN-15	IDEXX DISTRIBUTION, INC		1,098.04	23-JUN-15	1,098.04	Reconciled
359362		18-JUN-15	II FUELS INC		11,719.73	24-JUN-15	11,719.73	Reconciled
359363		18-JUN-15	INDUSTRIAL METAL SUPPLY CO		334.12	23-JUN-15	334.12	Reconciled
359364		18-JUN-15	INFOSYS LIMITED		66,111.00	25-JUN-15	66,111.00	Reconciled
359365		18-JUN-15	IRON MOUNTAIN INFORMATION MANAGEMENT INC		1,803.00	22-JUN-15	1,803.00	Reconciled
359366		18-JUN-15	IRVINE COMMUNITY DEVELOPMENT COMPANY LLC		5,009.31	22-JUN-15	5,009.31	Reconciled
359367		18-JUN-15	IRVINE PIPE & SUPPLY INC		1,553.24	22-JUN-15	1,553.24	Reconciled
359368		18-JUN-15	IRWD-PETTY CASH CUSTODIAN		1,050.89	22-JUN-15	1,050.89	Reconciled
359369		18-JUN-15	JACOBS PROJECT MANAGEMENT CO.		33,600.00	25-JUN-15	33,600.00	Reconciled
359370		18-JUN-15	KENNY THE PRINTER		6,607.86	22-JUN-15	6,607.86	Reconciled
359371		18-JUN-15	KOELLER NEBEKER CARLSON & HALUCK, LLP		681.75	22-JUN-15	681.75	Reconciled
359372		18-JUN-15	KS DIRECT LLC		7,120.44	22-JUN-15	7,120.44	Reconciled
359373		18-JUN-15	LCS TECHNOLOGIES, INC.		5,750.00	22-JUN-15	5,750.00	Reconciled
359374		18-JUN-15	LINE-X OF SOUTH COAST		624.00	23-JUN-15	624.00	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 21
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

*Cleared

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359375		18-JUN-15	LINKTURE CORP.		15,558.00	24-JUN-15	15,558.00	Reconciled
359376		18-JUN-15	MBC APPLIED ENVIRONMENTAL SCIENCES		1,300.00	22-JUN-15	1,300.00	Reconciled
359377		18-JUN-15	MC FADDEN-DALE INDUSTRIAL		336.11	22-JUN-15	336.11	Reconciled
359378		18-JUN-15	MC MASTER CARR SUPPLY CO		294.35	23-JUN-15	294.35	Reconciled
359379		18-JUN-15	MOODY'S INVESTORS SERVICE INC		15,000.00	26-JUN-15	15,000.00	Reconciled
359380		18-JUN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		30,849.59	24-JUN-15	30,849.59	Reconciled
359381		18-JUN-15	MYERS & SONS HI-WAY SAFETY, INC.		2,587.68	22-JUN-15	2,587.68	Reconciled
359382		18-JUN-15	NATIONAL READY MIXED CONCRETE CO.		5,157.80	22-JUN-15	5,157.80	Reconciled
359383		18-JUN-15	NINYO & MOORE		516.00	22-JUN-15	516.00	Reconciled
359384		18-JUN-15	NOVACOAST INC		9,253.13	22-JUN-15	9,253.13	Reconciled
359385		18-JUN-15	NOVELL, INC		3,000.00	22-JUN-15	3,000.00	Reconciled
359386		18-JUN-15	ORACLE AMERICA, INC.		24,193.44	24-JUN-15	24,193.44	Reconciled
359387		18-JUN-15	ORANGE COUNTY AUTO PARTS CO		528.17	22-JUN-15	528.17	Reconciled
359388		18-JUN-15	ORANGE COUNTY VECTOR CONTROL DISTRICT		376.31			Negotiable
359389		18-JUN-15	ORANGETREE CONDO		1,129.85			Negotiable
359390		18-JUN-15	OUTSOURCE TECHNICAL LLC		61,380.00	24-JUN-15	61,380.00	Reconciled
359391		18-JUN-15	PACIFIC COAST BOLT CORP		240.76	23-JUN-15	240.76	Reconciled
359392		18-JUN-15	PACIFIC PARTY RENTAL		393.00	26-JUN-15	393.00	Reconciled
359393		18-JUN-15	PACIFIC RIDGE - BELCARA		6,408.76	29-JUN-15	6,408.76	Reconciled
359394		18-JUN-15	PACIFIC SURVEYS, LLC		1,271.80	22-JUN-15	1,271.80	Reconciled
359395		18-JUN-15	PARKWAY LAWNMOWER SHOP		68.98	23-JUN-15	68.98	Reconciled
359396		18-JUN-15	PARMA		150.00	25-JUN-15	150.00	Reconciled
359397		18-JUN-15	PERKINELMER HEALTH SCIENCES INC		25,719.00	26-JUN-15	25,719.00	Reconciled
359398		18-JUN-15	PIPELOGIX INC		1,980.00	23-JUN-15	1,980.00	Reconciled
359399		18-JUN-15	PROPERTY DAMAGE APPRAISERS, INC		115.00	24-JUN-15	115.00	Reconciled
IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 22 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar) Payment Type: All Display Supplier Address: No								

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359400		18-JUN-15	PSB INTEGRATED MARKETING		5,690.25	22-JUN-15	5,690.25	Reconciled
359401		18-JUN-15	PTI SAND & GRAVEL INC		1,970.31	24-JUN-15	1,970.31	Reconciled
359402		18-JUN-15	QUALITY LAWN SERVICE		1,020.00	22-JUN-15	1,020.00	Reconciled
359403		18-JUN-15	R & S SOIL PRODUCTS INC		842.40	23-JUN-15	842.40	Reconciled
359404		18-JUN-15	RAINBOW DISPOSAL CO INC		325.21	24-JUN-15	325.21	Reconciled
359405		18-JUN-15	RAM AIR ENGINEERING INC		5,948.12	29-JUN-15	5,948.12	Reconciled
359406		18-JUN-15	RBF CONSULTING		2,251.88	22-JUN-15	2,251.88	Reconciled
359407		18-JUN-15	REACH EMPLOYEE ASSISTANCE INC		904.40	23-JUN-15	904.40	Reconciled
359408		18-JUN-15	RED WING SHOES		290.52	23-JUN-15	290.52	Reconciled
359409		18-JUN-15	REED, JAMES D		1,937.52	29-JUN-15	1,937.52	Reconciled
359410		18-JUN-15	RICHARD C SLADE & ASSOCIATES LLC		14,383.00	25-JUN-15	14,383.00	Reconciled
359411		18-JUN-15	RINCON TRUCK CENTER INC.		372.41	22-JUN-15	372.41	Reconciled
359412		18-JUN-15	RMC WATER AND ENVIRONMENT		2,701.28	22-JUN-15	2,701.28	Reconciled
359413		18-JUN-15	SAN DIEGO FLUID SYSTEM TECH		33.56	22-JUN-15	33.56	Reconciled
359414		18-JUN-15	SANTA MARGARITA FORD		80.10	22-JUN-15	80.10	Reconciled
359415		18-JUN-15	SCHULER ENGINEERING CORPORATION		27,021.50	25-JUN-15	27,021.50	Reconciled
359416		18-JUN-15	SECURTEC DISTRICT PATROL, INC.		10,600.00			Negotiable
359417		18-JUN-15	SHAMROCK SUPPLY CO INC		244.82	22-JUN-15	244.82	Reconciled

359418	18-JUN-15	SHAW PUMP & SUPPLY, INC.	2,792.50	24-JUN-15	2,792.50	Reconciled
359419	18-JUN-15	SILVERWOOD LANDSCAPE	519.54	22-JUN-15	519.54	Reconciled
359420	18-JUN-15	SIRIUS COMPUTER SOLUTIONS INC	42,097.94	25-JUN-15	42,097.94	Reconciled
359421	18-JUN-15	SOLARWINDS, INC	3,420.00	23-JUN-15	3,420.00	Reconciled
359422	18-JUN-15	SOLUTIONS 4 INDUSTRY	380.00			Negotiable
359423	18-JUN-15	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	935.96	26-JUN-15	935.96	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 23
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359424		18-JUN-15	SOUTH COAST ANSWERING SERVICE		460.88	22-JUN-15	460.88	Reconciled
359425		18-JUN-15	SOUTH COAST WATER CO.		40.00	23-JUN-15	40.00	Reconciled
359426		18-JUN-15	SOUTH COAST WATER CO.		151.68	23-JUN-15	151.68	Reconciled
359427		18-JUN-15	SOUTHERN CALIFORNIA EDISON COMPANY		660.00	22-JUN-15	660.00	Reconciled
359428		18-JUN-15	SOUTHERN CALIFORNIA EDISON COMPANY		60,788.68	19-JUN-15	60,788.68	Reconciled
359429		18-JUN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		172.48	26-JUN-15	172.48	Reconciled
359430		18-JUN-15	SOUTHERN COUNTIES LUBRICANTS LLC		2,082.73	22-JUN-15	2,082.73	Reconciled
359431		18-JUN-15	STANDARD AUTOMATION & CONTROL		4,869.20	23-JUN-15	4,869.20	Reconciled
359432		18-JUN-15	SUNSET PUBLISHING CORPORATION		3,269.92			Negotiable
359433		18-JUN-15	SWAIN, DAVID		1,122.76	23-JUN-15	1,122.76	Reconciled
359434		18-JUN-15	TESTAMERICA LABORATORIES, INC		192.15	24-JUN-15	192.15	Reconciled
359435		18-JUN-15	THE CAPITAL GROUP COMPANIES		5,595.09			Negotiable
359436		18-JUN-15	THE GAS COMPANY		999.88	26-JUN-15	999.88	Reconciled
359437		18-JUN-15	THOMAS HARDER & CO		6,772.50	23-JUN-15	6,772.50	Reconciled
359438		18-JUN-15	TROPICAL PLAZA NURSERY INC		27,194.84	24-JUN-15	27,194.84	Reconciled
359439		18-JUN-15	TRUCPARCO		884.41	29-JUN-15	884.41	Reconciled
359440		18-JUN-15	TRUGREEN LANDCARE		55,814.00	24-JUN-15	55,814.00	Reconciled
359441		18-JUN-15	TUSTIN UNIFIED SCHOOL DISTRICT		1,577.40	26-JUN-15	1,577.40	Reconciled
359442		18-JUN-15	U.S. HEALTHWORKS MEDICAL GROUP, P.C.		410.00	22-JUN-15	410.00	Reconciled
359443		18-JUN-15	UCI FOUNDATION		7,000.00	29-JUN-15	7,000.00	Reconciled
359444		18-JUN-15	UNITED PARCEL SERVICE INC		33.04	22-JUN-15	33.04	Reconciled
359445		18-JUN-15	UNITED SITE SERVICES OF CALIFORNIA INC		152.31	23-JUN-15	152.31	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 24
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359446		18-JUN-15	URBAN WATER INSTITUTE INC		1,250.00			Negotiable
359447		18-JUN-15	VALLEYCREST LANDSCAPE DEVELOPMENT, INC.		10,547.25	24-JUN-15	10,547.25	Reconciled
359448		18-JUN-15	VCI CONSTRUCTION INC		14,643.00	24-JUN-15	14,643.00	Reconciled
359449		18-JUN-15	VCS ENVIRONMENTAL		5,052.78	22-JUN-15	5,052.78	Reconciled
359450		18-JUN-15	VERIZON CALIFORNIA INC		49.39	23-JUN-15	49.39	Reconciled
359451		18-JUN-15	VWK INTERNATIONAL, LLC		5,745.11	27-JUN-15	5,745.11	Reconciled
359452		18-JUN-15	WANG, WILLIAM		80.15			Negotiable
359453		18-JUN-15	WASTE MANAGEMENT OF ORANGE COUNTY		1,176.80	22-JUN-15	1,176.80	Reconciled
359454		18-JUN-15	WAXIE'S		1,535.73	27-JUN-15	1,535.73	Reconciled

359455	18-JUN-15	ENTERPRISES, INC WECK LABORATORIES INC		4,560.00	22-JUN-15	4,560.00	Reconciled
359456	18-JUN-15	WESTERN EXTERMINATOR COMPANY		17,066.00	26-JUN-15	17,066.00	Reconciled
359457	18-JUN-15	YORKE ENGINEERING LLC		937.00	22-JUN-15	937.00	Reconciled
359458	18-JUN-15	FEDEX	PAY	160.24	23-JUN-15	160.24	Reconciled
359459	23-JUN-15	CITY OF TUSTIN	300 CENTENNIAL SACRAMENTO	88,460.00	24-JUN-15	88,460.00	Reconciled
359460	24-JUN-15	STATE BOARD OF EQUALIZATION		2,236.00	29-JUN-15	2,236.00	Reconciled
359461	25-JUN-15	A & Y ASPHALT CONTRACTORS INC		11,777.00			Negotiable
359462	25-JUN-15	ACCUZIP, INC.		5,603.04			Negotiable
359463	25-JUN-15	ADT SECURITY SERVICES INC		228.04			Negotiable
359464	25-JUN-15	AFLAC		314.54			Negotiable
359465	25-JUN-15	AFLAC		6,696.68	29-JUN-15	6,696.68	Reconciled
359466	25-JUN-15	ALCORN FENCE COMPANY		11,500.00			Negotiable
359467	25-JUN-15	ALKEMA SOLUTIONS		4,700.00			Negotiable
359468	25-JUN-15	ALL AMERICAN SEWER TOOLS		2,590.88			Negotiable
359469	25-JUN-15	ALPHA TRAFFIC SERVICES, INC.		570.00	29-JUN-15	570.00	Reconciled
359470	25-JUN-15	ALSTON & BIRD LLP		801.43			Negotiable
359471	25-JUN-15	ALTA CONTRACTING		1,004.03	29-JUN-15	1,004.03	Reconciled

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359472		25-JUN-15	AM CONSERVATION GROUP, INC.		464.40	29-JUN-15	464.40	Reconciled
359473		25-JUN-15	AMALFI APARTMENT HOMES		74.53			Negotiable
359474		25-JUN-15	ANTHONY N. LARSEN		400.00			Negotiable
359475		25-JUN-15	APPLIED INDUSTRIAL TECHNOLOGIES - CA LLC		2,784.08	29-JUN-15	2,784.08	Reconciled
359476		25-JUN-15	AQUA-METRIC SALES COMPANY		2,050.35	29-JUN-15	2,050.35	Reconciled
359477		25-JUN-15	AT&T		49.81			Negotiable
359478		25-JUN-15	AT&T		4,781.77			Negotiable
359479		25-JUN-15	AT&T		48.36			Negotiable
359480		25-JUN-15	AUTOZONE PARTS, INC.		134.83			Negotiable
359481		25-JUN-15	AVELLA APARTMENTS		36.79			Negotiable
359482		25-JUN-15	AVISTA TECHNOLOGIES, INC		17,131.65			Negotiable
359483		25-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA		2,542.60			Negotiable
359484		25-JUN-15	BATTERIES PLUS AND BATTERIES PLUS BULBS		2,996.78			Negotiable
359485		25-JUN-15	BIGWIG MONSTER, LLC		12,000.00			Negotiable
359486		25-JUN-15	BILINGUAL TRAINING INSTITUTE		3,820.00	29-JUN-15	3,820.00	Reconciled
359487		25-JUN-15	BILL'S SWEEPING SERVICE INC		460.00			Negotiable
359488		25-JUN-15	BIOMAGIC INC		5,270.40	29-JUN-15	5,270.40	Reconciled
359489		25-JUN-15	BONTERRA CONSULTING LLC		1,420.55			Negotiable
359490		25-JUN-15	BOYD & ASSOCIATES		1,975.00	29-JUN-15	1,975.00	Reconciled
359491		25-JUN-15	BRUCE NEWELL		2,632.00			Negotiable
359492		25-JUN-15	C WELLS PIPELINE MATERIALS INC		2,234.52			Negotiable
359493		25-JUN-15	CAPTIVE AUDIENCE MARKETING INC.		85.32			Negotiable
359494		25-JUN-15	CDW GOVERNMENT LLC		18,021.12			Negotiable
359495		25-JUN-15	CHARLES P CROWLEY COMPANY INC		13,750.74			Negotiable
359496		25-JUN-15	CHIANG, ANNIE		10.57			Negotiable
359497		25-JUN-15	CITY OF NEWPORT BEACH		1,203.75			Negotiable
359498		25-JUN-15	CITY OF SANTA ANA		25.36	29-JUN-15	25.36	Reconciled

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
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Payment Document : IRWD CHECK

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
359499		25-JUN-15	CITY OF TUSTIN		1,221.65	29-JUN-15	1,221.65	Reconciled
359500		25-JUN-15	CLEANTECH SERVICES LLC		819.26			Negotiable
359501		25-JUN-15	CLEARINGHOUSE		477.67	29-JUN-15	477.67	Reconciled
359502		25-JUN-15	COASTLINE EQUIPMENT COMPANY		33.74	29-JUN-15	33.74	Reconciled
359503		25-JUN-15	COLONIAL LIFE & ACCIDENT INSURANCE CO.		1,220.44			Negotiable
359504		25-JUN-15	COMMERCIAL DOOR OF ORANGE COUNTY, INC.		8,520.00			Negotiable
359505		25-JUN-15	CONDITION MONITORING SERVICES INC		4,575.00	29-JUN-15	4,575.00	Reconciled
359506		25-JUN-15	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.		1,851.42	29-JUN-15	1,851.42	Reconciled
359507		25-JUN-15	COX COMMUNICATIONS		3,201.38	29-JUN-15	3,201.38	Reconciled
359508		25-JUN-15	CREATIVE ALLIANCE GROUP LLC		1,500.00	29-JUN-15	1,500.00	Reconciled
359509		25-JUN-15	CROCKER & CROCKER		19,887.35			Negotiable
359510		25-JUN-15	DATA CLEAN CORPORATION		513.25			Negotiable
359511		25-JUN-15	DCSE INC		2,200.00	29-JUN-15	2,200.00	Reconciled
359512		25-JUN-15	DE VAUL PAINT COMPANY		806.13			Negotiable
359513		25-JUN-15	DEE JASPAR & ASSOCIATES, INC.		13,584.41			Negotiable
359514		25-JUN-15	DELL MARKETING LP		46,475.08			Negotiable
359515		25-JUN-15	DEPARTMENT OF CONSUMER AFFAIRS		50.00			Negotiable
359516		25-JUN-15	DISCOVERY SCIENCE CENTER		7,000.00			Negotiable
359517		25-JUN-15	DMS FACILITY SERVICES, INC.		157.50	29-JUN-15	157.50	Reconciled
359518		25-JUN-15	DRIVER SPG		478.28			Negotiable
359519		25-JUN-15	DUKE'S ROOT CONTROL INC		59,993.90			Negotiable
359520		25-JUN-15	EISEL ENTERPRISES INC		8,692.00			Negotiable
359521		25-JUN-15	ENG, CHRISTINE		18.58			Negotiable
359522		25-JUN-15	ENTERPRISE INFORMATION SYSTEMS, INC.		1,875.00			Negotiable

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 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359523		25-JUN-15	ENTERPRISE SECURITY, INC		5,448.33	29-JUN-15	5,448.33	Reconciled
359524		25-JUN-15	EVERGREEN COMMUNITY ASSN		729.17			Negotiable
359525		25-JUN-15	EXECUTIVE LIGHTING & ELECTRIC		790.02	29-JUN-15	790.02	Reconciled
359526		25-JUN-15	FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC.		29,098.48			Negotiable
359527		25-JUN-15	FARRELL & ASSOCIATES		1,294.20			Negotiable
359528		25-JUN-15	FEDEX		314.20			Negotiable
359529		25-JUN-15	FEDEX NATIONAL LTL, INC		162.62			Negotiable
359530		25-JUN-15	FEDYNSKY, ALEXANDER		30.07			Negotiable
359531		25-JUN-15	FISERV		295.50	29-JUN-15	295.50	Reconciled
359532		25-JUN-15	FISHER SCIENTIFIC COMPANY LLC		13,710.70			Negotiable
359533		25-JUN-15	FLASHE COM SERVICES, INC		24.32			Negotiable
359534		25-JUN-15	FLEET SOLUTIONS LLC		4,341.20			Negotiable
359535		25-JUN-15	FLW SERVICE CORPORATION		1,242.50			Negotiable
359536		25-JUN-15	FORT, ANN		177.21			Negotiable
359537		25-JUN-15	GANAHL LUMBER CO.		347.41			Negotiable
359538		25-JUN-15	GARDENSOFT		3,000.00	29-JUN-15	3,000.00	Reconciled
359539		25-JUN-15	GARZA INDUSTRIES, INC		1,381.97	29-JUN-15	1,381.97	Reconciled
359540		25-JUN-15	GEIGER BROS		12,665.79			Negotiable
359541		25-JUN-15	GHOFLI, A		55.10			Negotiable
359542		25-JUN-15	GLOBAL AEO GROUP		230.13			Negotiable
359543		25-JUN-15	GRAINGER		2,475.38	29-JUN-15	2,475.38	Reconciled
359544		25-JUN-15	GREEN COAST INDUSTRIES, INC.		186.48			Negotiable
359545		25-JUN-15	HAAKER EQUIPMENT		905.84	29-JUN-15	905.84	Reconciled

COMPANY
 359546 25-JUN-15 HACH COMPANY 108,607.52 29-JUN-15 108,607.52 Reconciled
 359547 25-JUN-15 HALLIN, STEVEN E 14.47 Negotiable
 359548 25-JUN-15 HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 132.24 Negotiable
 359549 25-JUN-15 HDR ENGINEERING INC 13,995.61 Negotiable

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 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359550		25-JUN-15	HELPMATES STAFFING SERVICES		19,505.42			Negotiable
359551		25-JUN-15	HILL BROTHERS CHEMICAL COMPANY		10,911.40			Negotiable
359552		25-JUN-15	HILLEBRECHT, WARREN K		333.80			Negotiable
359553		25-JUN-15	HOME DEPOT USA INC		275.28			Negotiable
359554		25-JUN-15	HONG, SOUK MIN		36.12			Negotiable
359555		25-JUN-15	HORIZON TECHNOLOGY INC		1,860.33	29-JUN-15	1,860.33	Reconciled
359556		25-JUN-15	HYDRANAUTICS		17,873.00			Negotiable
359557		25-JUN-15	IBM CORPORATION		3,821.00			Negotiable
359558		25-JUN-15	IRVINE COMMUNITY DEVELOPMENT COMPANY LLC		408,206.63			Negotiable
359559		25-JUN-15	IRVINE PIPE & SUPPLY INC		1,363.15	29-JUN-15	1,363.15	Reconciled
359560		25-JUN-15	IRWD EMPLOYEE ASSOCIATION		750.00			Negotiable
359561		25-JUN-15	JESSEN, LEAH		66.02			Negotiable
359562		25-JUN-15	JO, PAUL		71.71			Negotiable
359563		25-JUN-15	JOHN CRANE, INC.		1,193.23			Negotiable
359564		25-JUN-15	KENNY THE PRINTER		957.97	29-JUN-15	957.97	Reconciled
359565		25-JUN-15	KIMBALL MIDWEST		1,192.94			Negotiable
359566		25-JUN-15	LA HABRA FENCE COMPANY INC		5,322.00			Negotiable
359567		25-JUN-15	LAGUNA BEACH COUNTY WATER DISTRICT		3,217.36			Negotiable
359568		25-JUN-15	LUBRICATION ENGINEERS, INC.		3,300.72	29-JUN-15	3,300.72	Reconciled
359569		25-JUN-15	MARVIN GARDENS LLC		2,593.70	25-JUN-15	2,593.70	Reconciled
359570		25-JUN-15	MC MASTER CARR SUPPLY CO		2,921.15	29-JUN-15	2,921.15	Reconciled
359571		25-JUN-15	MEDORA CORPORATION		22,788.60			Negotiable
359572		25-JUN-15	METTLER-TOLEDO INC		587.22			Negotiable
359573		25-JUN-15	MINAKARY, SARAH		608.06	29-JUN-15	608.06	Reconciled
359574		25-JUN-15	MOBILE MODULAR MANAGEMENT CORPORATION		972.00	29-JUN-15	972.00	Reconciled
359575		25-JUN-15	MOORE, H. CHRIS		1,000.00			Negotiable
359576		25-JUN-15	MSC INDUSTRIAL SUPPLY CO		1,777.02			Negotiable
359577		25-JUN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		63,550.95			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 29
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359578		25-JUN-15	MUTUAL PROPANE		224.83			Negotiable
359579		25-JUN-15	NATURES IMAGE INC		6,660.81			Negotiable
359580		25-JUN-15	NAVIGANT CONSULTING, INC		54,275.02			Negotiable
359581		25-JUN-15	NGUYEN, LUCIE		39.60			Negotiable
359582		25-JUN-15	NINYO & MOORE		10,260.00			Negotiable
359583		25-JUN-15	NOVACOAST INC		606.00			Negotiable
359584		25-JUN-15	OCTA		480.00			Negotiable
359585		25-JUN-15	OLIN CORPORATION		22,229.94			Negotiable
359586		25-JUN-15	ORANGE COUNTY AUTO PARTS CO		456.93	29-JUN-15	456.93	Reconciled
359587		25-JUN-15	ORANGE COUNTY TREASURER		253.18	29-JUN-15	253.18	Reconciled
359588		25-JUN-15	PARKHOUSE TIRE INC		4,770.84			Negotiable
359589		25-JUN-15	PATEL, SONAL		60.41			Negotiable
359590		25-JUN-15	PERS LONG TERM CARE		720.46			Negotiable
359591		25-JUN-15	FRAXIA DISTRIBUTION INC		2,928.17			Negotiable

359592	25-JUN-15	PRE-PAID LEGAL SERVICES INC	1,446.68				Negotiable
359593	25-JUN-15	PRO MOBILE AUTO DETAILING	600.00	29-JUN-15	600.00		Reconciled
359594	25-JUN-15	PSB INTEGRATED MARKETING	38,263.28				Negotiable
359595	25-JUN-15	PUBLIC FINANCIAL MANAGEMENT, INC.	9,900.00	29-JUN-15	9,900.00		Reconciled
359596	25-JUN-15	PURE EFFECT INC	1,033.20				Negotiable
359597	25-JUN-15	RAM AIR ENGINEERING INC	1,467.38	29-JUN-15	1,467.38		Reconciled
359598	25-JUN-15	RAMBOLL ENVIRON US CORPORATION	1,567.74				Negotiable
359599	25-JUN-15	RANCHO ALISAL APTS	12.28				Negotiable
359600	25-JUN-15	RBF CONSULTING	1,232.00	29-JUN-15	1,232.00		Reconciled
359601	25-JUN-15	RED WING SHOES	372.80	29-JUN-15	372.80		Reconciled
359602	25-JUN-15	REGENCY INN	1,973.11				Negotiable
359603	25-JUN-15	RINCON TRUCK CENTER INC.	1,503.11	29-JUN-15	1,503.11		Reconciled
359604	25-JUN-15	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT	37,210.43				Negotiable
359605	25-JUN-15	SALEEM, KASHIF	15.35				Negotiable
359606	25-JUN-15	SANTA ANA BLUE PRINT	826.51				Negotiable
359607	25-JUN-15	SANTA MARGARITA FORD	321.47				Negotiable

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 30
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359608		25-JUN-15	SANTIAGO AQUEDUCT COMMISSION		11,689.98			Negotiable
359609		25-JUN-15	SEAL ANALYTICAL INC		975.02	29-JUN-15	975.02	Reconciled
359610		25-JUN-15	SEPARATION PROCESSES INC		4,357.55	29-JUN-15	4,357.55	Reconciled
359611		25-JUN-15	SHAMROCK SUPPLY CO INC		668.65	29-JUN-15	668.65	Reconciled
359612		25-JUN-15	SHAWBER, GREG		157.96			Negotiable
359613		25-JUN-15	SHEA HOMES		55.74			Negotiable
359614		25-JUN-15	SIERRA VISTA APTS		2,081.56			Negotiable
359615		25-JUN-15	SIRIUS COMPUTER SOLUTIONS INC		57,463.16			Negotiable
359616		25-JUN-15	SIVAPALAN, THAVAPUTHI		29.16	29-JUN-15	29.16	Reconciled
359617		25-JUN-15	SOUTHERN CALIFORNIA EDISON COMPANY		291,839.82	29-JUN-15	291,839.82	Reconciled
359618		25-JUN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		1,017.72			Negotiable
359619		25-JUN-15	SOUTHWEST BOULDER AND STONE		71.38	29-JUN-15	71.38	Reconciled
359620		25-JUN-15	SPARLING INSTRUMENTS LLC		2,193.12	29-JUN-15	2,193.12	Reconciled
359621		25-JUN-15	THE GAS COMPANY		4,117.85			Negotiable
359622		25-JUN-15	TIC-SPECTRUM OFFICE		61.22			Negotiable
359623		25-JUN-15	TIMOTHY W. HOGAN		1,175.00			Negotiable
359624		25-JUN-15	TROPICAL PLAZA NURSERY INC		2,519.67	29-JUN-15	2,519.67	Reconciled
359625		25-JUN-15	TRUCPARCO		2,459.13			Negotiable
359626		25-JUN-15	TRUGREEN LANDCARE		1,965.83	29-JUN-15	1,965.83	Reconciled
359627		25-JUN-15	U.S. HEALTHWORKS MEDICAL GROUP, P.C.		85.00	29-JUN-15	85.00	Reconciled
359628		25-JUN-15	ULINE INC		316.10			Negotiable
359629		25-JUN-15	UNITED PARCEL SERVICE INC		42.48	29-JUN-15	42.48	Reconciled
359630		25-JUN-15	UNITED SITE SERVICES OF CALIFORNIA INC		478.25	29-JUN-15	478.25	Reconciled
359631		25-JUN-15	UNITED WAY OF ORANGE COUNTY		609.00	29-JUN-15	609.00	Reconciled

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 31
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359632		25-JUN-15	US BANK NAT'L		10,147.61			Negotiable

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
359633		25-JUN-15	ASSOCIATION NORTH DAKOTA		2,609.57	29-JUN-15	2,609.57	Reconciled
359634		25-JUN-15	VCI CONSTRUCTION INC		468.25	29-JUN-15	468.25	Reconciled
359635		25-JUN-15	VERIZON CALIFORNIA INC		5,811.00	29-JUN-15	5,811.00	Reconciled
359636		25-JUN-15	VISION TECHNOLOGY SOLUTIONS, LLC DBA VISION INTERNET PROVIDERS		60,820.00	29-JUN-15	60,820.00	Reconciled
359637		25-JUN-15	VRIDE INC		1,356.60	29-JUN-15	1,356.60	Reconciled
359638		25-JUN-15	VULCAN MATERIALS COMPANY		7,840.88			Negotiable
359639		25-JUN-15	WACO FILTERS CORPORATION		5,680.00	29-JUN-15	5,680.00	Reconciled
359640		25-JUN-15	WATERLINE TECHNOLOGIES INC		930.94			Negotiable
359641		25-JUN-15	WAXIE'S ENTERPRISES, INC		3,276.00			Negotiable
359642		25-JUN-15	WESTERN WATER WORKS SUPPLY COMPANY		8,347.50	29-JUN-15	8,347.50	Reconciled
359643		25-JUN-15	WIN-911 SOFTWARE		1,185.00			Negotiable
359644		25-JUN-15	ZAUNER, WESLEY		14.87			Negotiable
359645		25-JUN-15	ZEBRON CONTRACTING INC		102,490.00			Negotiable
359646		25-JUN-15	ZOLTANY, LASZLO		68.99	29-JUN-15	68.99	Reconciled
359647		25-JUN-15	Nieto, Agustin		213.06			Negotiable
359648		25-JUN-15	Paz, Alfonso III		41.14	26-JUN-15	41.14	Reconciled
359649		25-JUN-15	Rios, Belisario		223.75	29-JUN-15	223.75	Reconciled
359650		25-JUN-15	King, Casey (Casey)		30.64			Negotiable
359651		25-JUN-15	Kessler, Christian L (Christian)		223.75	29-JUN-15	223.75	Reconciled
359652		25-JUN-15	Compton, Christine A		139.90			Negotiable
359653		25-JUN-15	Nicholson, Darin		60.72	29-JUN-15	60.72	Reconciled
359654		25-JUN-15	Fike, Ethan O (Ethan)		240.00			Negotiable
359655		25-JUN-15	Moeder, Jacob J (Jacob)		14.00	29-JUN-15	14.00	Reconciled

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 32
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document 4 IRWD CHECK								
359656		25-JUN-15	Pan, Jenny W (Jenny)		76.31			Negotiable
359657		25-JUN-15	Hayes, John H (John)		5.75			Negotiable
359658		25-JUN-15	Kallo, John		165.00			Negotiable
359659		25-JUN-15	Oldewage, Lars D (Lars)		136.39	29-JUN-15	136.39	Reconciled
359660		25-JUN-15	Matheis, Mary Aileen		604.60	29-JUN-15	604.60	Reconciled
359661		25-JUN-15	Daniel, Matthew (Matthew)		90.00			Negotiable
359662		25-JUN-15	Escobar, Omar (Omar)		31.20			Negotiable
359663		25-JUN-15	Sitzler, Roberta K (Roberta)		33.97			Negotiable
359664		25-JUN-15	Perez, Rodolfo (Rudy)		48.40			Negotiable
359665		25-JUN-15	Sandoval, Rosa M		134.99			Negotiable
359666		25-JUN-15	Bonkowski, Thomas J (Thomas)		48.70	29-JUN-15	48.70	Reconciled
359667		26-JUN-15	SILER, JANET	ANAHEIM	79.86	29-JUN-15	79.86	Reconciled
359668		26-JUN-15	PARRA, PHILIP	ORANGE	118.79	29-JUN-15	118.79	Reconciled
359669		26-JUN-15	AIR RESOURCES BOARD	SACRAMENTO	6,490.25	29-JUN-15	6,490.25	Reconciled
359670		26-JUN-15	JCI JONES CHEMICALS INC	CINCINNATI	9,809.90			Negotiable
359671		29-JUN-15	ALLIANCE AG SERVICES, LLC		7,092.83			Negotiable
359672		29-JUN-15	ALLIANCE APPRAISAL, LLC		3,000.00			Negotiable
359673		29-JUN-15	AQUA-METRIC SALES COMPANY		25,616.53			Negotiable
359674		29-JUN-15	ARSENEAU, HEATHER		34.63			Negotiable
359675		29-JUN-15	AT&T		892.97			Negotiable
359676		29-JUN-15	BIOMERIEUX INC		929.66			Negotiable
359677		29-JUN-15	BONTEREA CONSULTING LLC		1,416.91			Negotiable
359678		29-JUN-15	BOWIE, ARNESON, WILES & GIANNONE		58,196.94			Negotiable

359679	29-JUN-15	C WELLS PIPELINE MATERIALS INC		874.50		Negotiable
359680	29-JUN-15	CALIFORNIA BARRICADE INC		950.00		Negotiable
359681	29-JUN-15	CAMPIL FARR INC		1,649.55		Negotiable
359682	29-JUN-15	CAROLLO ENGINEERS, INC		339,370.03		Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 33
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359683		29-JUN-15	CERTIFIED TRANSPORTATION		637.37			Negotiable
359684		29-JUN-15	CIVILSOURCE, INC.		15,582.00			Negotiable
359685		29-JUN-15	CLA-VAL COMPANY		965.34			Negotiable
359686		29-JUN-15	COX COMMUNICATIONS		113.11			Negotiable
359687		29-JUN-15	CSAC EXCESS INSURANCE AUTHORITY		15,475.00			Negotiable
359688		29-JUN-15	D & H WATER SYSTEMS INC.		8,371.66			Negotiable
359689		29-JUN-15	DMS FACILITY SERVICES, INC.		16,380.00			Negotiable
359690		29-JUN-15	DWAYNE BRADY LANDSCAPE CONSTRUCTION		24.15			Negotiable
359691		29-JUN-15	ENVIRONMENTAL ENGINEERING AND CONTRACTING, INC.		11,008.75			Negotiable
359692		29-JUN-15	ENVIRONMENTAL SCIENCE ASSOCIATES		3,350.15			Negotiable
359693		29-JUN-15	EXECUTIVE LIGHTING & ELECTRIC		546.46			Negotiable
359694		29-JUN-15	FARWEST CORROSION CONTROL COMPANY		101,697.50			Negotiable
359695		29-JUN-15	FISHER SCIENTIFIC COMPANY LLC		2,008.54			Negotiable
359696		29-JUN-15	FLOW SCIENCE INCORPORATED		13,081.50			Negotiable
359697		29-JUN-15	GENERAL PUMP COMPANY INC		67,678.00			Negotiable
359698		29-JUN-15	GRAINGER		3,484.04			Negotiable
359699		29-JUN-15	GRAYBAR ELECTRIC COMPANY		1,609.17			Negotiable
359700		29-JUN-15	GUARRE, KAREN		23.24			Negotiable
359701		29-JUN-15	H2O INNOVATION USA INC		11,877.84			Negotiable
359702		29-JUN-15	HAAKER EQUIPMENT COMPANY		1,285.64			Negotiable
359703		29-JUN-15	HAAAS, FRED		135.85			Negotiable
359704		29-JUN-15	HACH COMPANY		10,571.64			Negotiable
359705		29-JUN-15	HARDY & HARPER INC		19,436.00			Negotiable
359706		29-JUN-15	HELPMATES STAFFING SERVICES		12,034.35			Negotiable
359707		29-JUN-15	HILL BROTHERS CHEMICAL COMPANY		6,823.75			Negotiable
359708		29-JUN-15	HOME DEPOT USA INC		724.75			Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 34
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359709		29-JUN-15	II FUELS INC		11,305.94			Negotiable
359710		29-JUN-15	INDUSTRIAL METAL SUPPLY CO		29.08			Negotiable
359711		29-JUN-15	IRVINE PIPE & SUPPLY INC		1,817.31			Negotiable
359712		29-JUN-15	KANA PIPELINE INC		1,496.52			Negotiable
359713		29-JUN-15	KAZARIANS & ASSOCIATES, INC.		353.50			Negotiable
359714		29-JUN-15	KENNY THE PRINTER		390.11			Negotiable
359715		29-JUN-15	KIMBALL MIDWEST		1,544.45			Negotiable
359716		29-JUN-15	LEWIS BRISBOIS EISGAARD AND SMITH, LLP		600.06			Negotiable
359717		29-JUN-15	LU'S LIGHTHOUSE, INC.		891.90			Negotiable
359718		29-JUN-15	MC FADDEN-DALE INDUSTRIAL		655.66			Negotiable
359719		29-JUN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY		52,500.33			Negotiable

359720	29-JUN-15	NINYO & MOORE	18,755.00	Negotiable
359721	29-JUN-15	NOVACOAST INC	2,200.00	Negotiable
359722	29-JUN-15	OLIN CORPORATION	14,237.42	Negotiable
359723	29-JUN-15	ONESOURCE DISTRIBUTORS LLC	464.08	Negotiable
359724	29-JUN-15	ORANGE COUNTY AUTO PARTS CO	137.72	Negotiable
359725	29-JUN-15	ORANGE COUNTY VECTOR CONTROL DISTRICT	75.90	Negotiable
359726	29-JUN-15	PACIFIC COAST BOLT CORP	470.80	Negotiable
359727	29-JUN-15	PACIFIC HYDROTECH CORPORATION	38,669.76	Negotiable
359728	29-JUN-15	PACIFIC HYDROTECH CORPORATION	2,035.25	Negotiable
359729	29-JUN-15	PARKHOUSE TIRE INC	7,687.37	Negotiable
359730	29-JUN-15	PAULUS ENGINEERING INC	6,803.94	Negotiable
359731	29-JUN-15	PAYNE & FEARS LLP	15,654.74	Negotiable
359732	29-JUN-15	PENTAIR VALVES & CONTROLS US LP	1,634.25	Negotiable
359733	29-JUN-15	PINNACLE EXHIBITS, INC.	20,224.00	Negotiable
359734	29-JUN-15	QUALITY LAWN SERVICE	800.00	Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 35
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359735		29-JUN-15	R C FOSTER CORPORATION		80,659.49			Negotiable
359736		29-JUN-15	RBF CONSULTING		4,566.80			Negotiable
359737		29-JUN-15	RINCON TRUCK CENTER INC.		2,620.67			Negotiable
359738		29-JUN-15	ROSEDALE - RIO BRAVO WATER STORAGE DISTRICT		202,151.25			Negotiable
359739		29-JUN-15	RS HUGHES COMPANY, INC.		767.23			Negotiable
359740		29-JUN-15	SAN DIEGO FLUID SYSTEM TECH		42.95			Negotiable
359741		29-JUN-15	SANTA ANA BLUE PRINT		478.84			Negotiable
359742		29-JUN-15	SANTA MARGARITA FORD		1,066.56			Negotiable
359743		29-JUN-15	SCHROEDER, LORRI		67.70			Negotiable
359744		29-JUN-15	SCHULER ENGINEERING CORPORATION		148,498.30			Negotiable
359745		29-JUN-15	SOUTHERN CALIFORNIA EDISON COMPANY		117,562.54			Negotiable
359746		29-JUN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		219.24			Negotiable
359747		29-JUN-15	SOUTHLAND PIPE CORP.		7,955.29			Negotiable
359748		29-JUN-15	SPECTRUM REALESTATE SERVICE		104.87			Negotiable
359749		29-JUN-15	SYNAGRO-WWT, INC.		598,269.19			Negotiable
359750		29-JUN-15	TEKDRUALICS		4,954.72			Negotiable
359751		29-JUN-15	TRIPAC MARKETING INC		500.08			Negotiable
359752		29-JUN-15	TROPICAL PLAZA NURSERY INC		2,766.00			Negotiable
359753		29-JUN-15	TRUCPARCO		1,251.45			Negotiable
359754		29-JUN-15	TRUGREEN LANDCARE		56,201.56			Negotiable
359755		29-JUN-15	UNIVAR USA INC		6,070.69			Negotiable
359756		29-JUN-15	USA BLUEBOOK		3,926.08			Negotiable
359757		29-JUN-15	VA CONSULTING, INC		7,040.00			Negotiable
359758		29-JUN-15	VERIZON CALIFORNIA INC		97.95			Negotiable
359759		29-JUN-15	VERTECH INDUSTRIAL SYSTEMS, LLC		15,563.78			Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 36
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359760		29-JUN-15	WAXIE'S		1,183.42			Negotiable

359761	29-JUN-15	ENTERPRISES, INC WECK LABORATORIES INC	1,315.00	Negotiable
359762	30-JUN-15	Lum, Christopher A (Christopher)	31.39	Negotiable
359763	30-JUN-15	Shih, Han-Tsuei (Josephine)	80.00	Negotiable
359764	30-JUN-15	Marshall, Matt I (Matt)	118.78	Negotiable
359765	30-JUN-15	Jones, Morgan	105.00	Negotiable
359766	30-JUN-15	Fehser, Noah (Noah)	124.17	Negotiable
359767	30-JUN-15	Lao, Richard S	5.30	Negotiable
359768	30-JUN-15	AERATION INDUSTRIES INTERNATIONAL INC	16,274.80	Negotiable
359769	30-JUN-15	AIRGAS, INC.	895.05	Negotiable
359770	30-JUN-15	ALPHA TRAFFIC SERVICES, INC.	520.00	Negotiable
359771	30-JUN-15	AT&T	240.83	Negotiable
359772	30-JUN-15	BILL'S SWEEPING SERVICE INC	460.00	Negotiable
359773	30-JUN-15	BIO VIR LABORATORIES	6,259.52	Negotiable
359774	30-JUN-15	BIOMAGIC INC	9,614.59	Negotiable
359775	30-JUN-15	BRENNTAG PACIFIC INC	1,452.52	Negotiable
359776	30-JUN-15	BRITHINEE ELECTRIC	3,453.83	Negotiable
359777	30-JUN-15	C WELLS PIPELINE MATERIALS INC	6,203.28	Negotiable
359778	30-JUN-15	CALIFORNIA BARRICADE INC	2,735.04	Negotiable
359779	30-JUN-15	CEMEX, INC.	685.80	Negotiable
359780	30-JUN-15	CITY OF ORANGE	306.10	Negotiable
359781	30-JUN-15	CLEAN ENERGY	1,312.68	Negotiable
359782	30-JUN-15	COMMERCE ENERGY INC	308.74	Negotiable
359783	30-JUN-15	CONTROLLED KEY SYSTEMS INC	8,309.55	Negotiable
359784	30-JUN-15	COUNTY OF ORANGE	112,951.00	Negotiable
359785	30-JUN-15	CSAC EXCESS INSURANCE AUTHORITY	209,808.00	Negotiable
359786	30-JUN-15	DAVIS FARR LLP	11,246.00	Negotiable
359787	30-JUN-15	DELL MARKETING LP	11,562.85	Negotiable

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 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 37
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359788		30-JUN-15	DELPHIN COMPUTER SUPPLY		1,095.12			Negotiable
359789		30-JUN-15	DEZURIK INC		8,614.08			Negotiable
359790		30-JUN-15	DMS FACILITY SERVICES, INC.		134.00			Negotiable
359791		30-JUN-15	DUDEK		16,199.28			Negotiable
359792		30-JUN-15	E-Z UP DIRECTCOM LLC		876.20			Negotiable
359793		30-JUN-15	EAST ORANGE COUNTY WATER DISTRICT		13,030.19			Negotiable
359794		30-JUN-15	ECO SERVICES OPERATIONS LLC		5,019.65			Negotiable
359795		30-JUN-15	EI&C ENGINEERING INC		25,110.00			Negotiable
359796		30-JUN-15	EXECUTIVE LIGHTING & ELECTRIC		347.76			Negotiable
359797		30-JUN-15	FARRELL & ASSOCIATES		191.87			Negotiable
359798		30-JUN-15	GANAHL LUMBER CO.		2,676.24			Negotiable
359799		30-JUN-15	GRAYBAR ELECTRIC COMPANY		19,310.28			Negotiable
359800		30-JUN-15	HAAKER EQUIPMENT COMPANY		921.21			Negotiable
359801		30-JUN-15	HACH COMPANY		34,886.74			Negotiable
359802		30-JUN-15	HILL BROTHERS CHEMICAL COMPANY		5,363.35			Negotiable
359803		30-JUN-15	HOME DEPOT USA INC		1,221.60			Negotiable
359804		30-JUN-15	IDEXX DISTRIBUTION, INC		7,682.12			Negotiable
359805		30-JUN-15	II FUELS INC		46,998.97			Negotiable
359806		30-JUN-15	IRVINE PIPE & SUFFLY INC		235.91			Negotiable
359807		30-JUN-15	IRKO-PETTY CASH CUSTODIAN		1,259.73			Negotiable
359808		30-JUN-15	JOE KHODES MAINT SERVICE INC		184.80			Negotiable
359809		30-JUN-15	LA HABRA FENCE COMPANY INC		5,867.00			Negotiable
359810		30-JUN-15	MC MASTER CARR		261.12			Negotiable

359811	30-JUN-15	SUPPLY CO MOTION INDUSTRIES INC	912.57	Negotiable
359812	30-JUN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	56.30	Negotiable
359813	30-JUN-15	OLIN CORPORATION	2,921.24	Negotiable

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 38
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD CHECK								
359814		30-JUN-15	ON ASSIGNMENT LAB SUPPORT		184.87			Negotiable
359815		30-JUN-15	ORANGE COUNTY AUTO PARTS CO		12.83			Negotiable
359816		30-JUN-15	ORANGE COUNTY FIRE AUTHORITY		471.90			Negotiable
359817		30-JUN-15	ORANGE COUNTY VECTOR CONTROL DISTRICT		1,253.94			Negotiable
359818		30-JUN-15	ORRICK, HERRINGTON & SUTCLIFFE LLP		28,000.00			Negotiable
359819		30-JUN-15	PENTAIR VALVES & CONTROLS US LP		1,952.50			Negotiable
359820		30-JUN-15	POLLARDWATER.COM		2,474.06			Negotiable
359821		30-JUN-15	PRAXAIR DISTRIBUTION INC		993.11			Negotiable
359822		30-JUN-15	PTI SAND & GRAVEL INC		1,059.96			Negotiable
359823		30-JUN-15	QUALITY LAWN SERVICE		75.00			Negotiable
359824		30-JUN-15	RAM AIR ENGINEERING INC		1,949.21			Negotiable
359825		30-JUN-15	RED WING SHOES		1,320.76			Negotiable
359826		30-JUN-15	RICHARD C SLADE & ASSOCIATES LLC		23,254.00			Negotiable
359827		30-JUN-15	RMS ENGINEERING & DESIGN, INC.		6,560.00			Negotiable
359828		30-JUN-15	SANTA MARGARITA FORD		1,299.42			Negotiable
359829		30-JUN-15	SANTIAGO AQUEDUCT COMMISSION		4,676.73			Negotiable
359830		30-JUN-15	SDC TECHNOLOGIES, INC.		1,249.77			Negotiable
359831		30-JUN-15	SHAMROCK SUPPLY CO INC		233.28			Negotiable
359832		30-JUN-15	SIGMA-ALDRICH INC		255.46			Negotiable
359833		30-JUN-15	SOUTHERN CALIFORNIA EDISON COMPANY		418,115.05			Negotiable
359834		30-JUN-15	SOUTHERN CALIFORNIA SECURITY CENTER, INC.		366.09			Negotiable
359835		30-JUN-15	STANTEC CONSULTING SERVICES INC.		15,107.00			Negotiable
359836		30-JUN-15	STERIS CORPORATION		230.20			Negotiable

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 39
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : TRM CHECK								
359837		30-JUN-15	STRADLING YOCCA		20,000.00			Negotiable
359838		30-JUN-15	CARLSON & RAUTH TESTAMERICA LABORATORIES, INC		157.50			Negotiable
359839		30-JUN-15	TEXCELLENT INDUSTRIES INC		734.92			Negotiable
359840		30-JUN-15	THE GAS COMPANY		377.38			Negotiable
359841		30-JUN-15	TRUCFARCO		374.22			Negotiable
359842		30-JUN-15	UNTERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		786.00			Negotiable
359843		30-JUN-15	UNIVAR USA INC		2,428.27			Negotiable
359844		30-JUN-15	VERIZON CALIFORNIA INC		266.91			Negotiable
359845		30-JUN-15	VERIZON WIRELESS SERVICES LLC		5,089.49			Negotiable
359846		30-JUN-15	WESTERS WHOLESALE ELECTRIC		118.01			Negotiable
359847		30-JUN-15	WASTE MANAGEMENT		698.29			Negotiable

359848	30-JUN-15	OF ORANGE COUNTY WECK LABORATORIES INC	5,470.00	Negotiable
359849	30-JUN-15	Jackson, Bradley E (Brad)	105.00	Negotiable
359850	30-JUN-15	Frost, Garrick A (Garrick)	120.00	Negotiable

Payment Document Subtotal: 11,514,968.23 6,619,194.87

Payment Document : IRWD Wire

11015	08-JUN-15	CALPERS SACRAMENTO	368,941.74	Negotiable
11016	02-JUN-15	YORK INSURANCE PAY SERVICES GROUP INC - CA	404.68	Negotiable
11017	02-JUN-15	YORK INSURANCE PAY SERVICES GROUP INC - CA	8,660.76	Negotiable
11018	03-JUN-15	CALPERS SACRAMENTO	2,500.00	Negotiable
11019	10-JUN-15	YORK INSURANCE PAY SERVICES GROUP INC - CA	7,905.79	Negotiable

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 40
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
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Payment Document : IRWD Wire

11020	12-JUN-15	PCL CONSTRUCTION, INC.	ACCT 6971821722	2,695,274.00	Negotiable
11021	12-JUN-15	PCL CONSTRUCTION, INC.	ESR 141511.1	299,286.00	Negotiable
11022	22-JUN-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	7,709.52	Negotiable
11023	22-JUN-15	INTERNAL REVENUE SERVICE	FRESNO	169,511.51	Negotiable
11024	22-JUN-15	FRANCHISE TAX BOARD	SACRAMENTO	45,157.75	Negotiable
11025	22-JUN-15	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,625.16	Negotiable
11026	22-JUN-15	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17	Negotiable
11027	22-JUN-15	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,246.76	Negotiable
11028	22-JUN-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,749.11	Negotiable
11029	22-JUN-15	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	111,789.45	Negotiable
11030	22-JUN-15	CALPERS	SACRAMENTO	85,505.31	Negotiable
11031	23-JUN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	18,842.98	Negotiable
11032	23-JUN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	9,416.48	Negotiable
11033	23-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	176,110.00	Negotiable
11034	23-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	10,546.03	Negotiable
11035	23-JUN-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	1,264.38	Negotiable
11036	23-JUN-15	U.S. BANK NATIONAL ASSOCIATION	PAY	4,567.77	Negotiable
11037	23-JUN-15	BANK OF AMERICA	SAN FRANCISCO	4,401.39	Negotiable

IRWD Ledger Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 BANK: Bank of America N.A. Branch : Los Angeles Account: Checking AP and PR Page: 41
 Bank Account Currency: USD (US Dollar) Payment Currency: USD (US Dollar)
 Payment Type: All Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
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Payment Document : IRWD Wire

11038	23-JUN-15	MERRILL LYNCH CAPITAL SERVICES, INC	CHARLOTTE	602,637.93	Negotiable
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11039	23-JUN-15	CITIGROUP GLOBAL MARKETS INC.	NEW YORK	602,638.21	Negotiable
11040	23-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	283.33	Negotiable
11041	23-JUN-15	SUMITOMO MITSUI BANKING CORPORATION	NEW YORK	4,778.63	Negotiable
11042	23-JUN-15	U.S. BANK NATIONAL ASSOCIATION		1,725.27	Negotiable
11043	23-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	57,777.78	Negotiable
11044	23-JUN-15	U.S. BANK NATIONAL ASSOCIATION	ST. LOUIS	8,957.19	Negotiable
11045	23-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	8,352.78	Negotiable
11046	23-JUN-15	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	FOUNTAIN VALLEY	1,537,320.20	Negotiable
11047	23-JUN-15	CITIGROUP GLOBAL MARKETS INC.	NEW YORK	894,632.75	Negotiable
11048	25-JUN-15	FILANC-BALFOUR BEATTY JV	ACT	4,061,051.35	Negotiable
11049	25-JUN-15	FILANC-BALFOUR BEATTY JV	ESR	451,227.93	Negotiable
11050	25-JUN-15	INTERNAL REVENUE SERVICE	FRESNO	185,043.54	Negotiable
11051	25-JUN-15	FRANCHISE TAX BOARD	SACRAMENTO	48,898.64	Negotiable
11052	25-JUN-15	EMPLOYMENT DEVELOPMENT DEPARTMENT	W SACRAMENTO	10,951.70	Negotiable
11053	25-JUN-15	ORDONEZ, CYNTHIA MARIE	DESERT HOT SPR	500.17	Negotiable
11054	25-JUN-15	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES	SACRAMENTO	2,246.76	Negotiable
11055	25-JUN-15	EMPLOYEE BENEFIT SPECIALIST, INC	PAY	10,388.15	Negotiable

IRWD Ledger
 BANK: Bank of America N.A. Branch : Los Angeles Payment Register For 01-JUN-15 To 30-JUN-15 Report Date: 01-JUL-2015 07:45
 Bank Account Currency: USD (US Dollar) Account: Checking AP and PR Page: 42
 Payment Type: All Payment Currency: USD (US Dollar) Display Supplier Address: No

Payment Number	Sequence Num	Date	Supplier Name	Site	Payment Amount	Cleared Date	Cleared Amount	Status
Payment Document : IRWD Wire								
11056		25-JUN-15	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY	DENVER	98,122.82			Negotiable
11057		26-JUN-15	CALPERS	SACRAMENTO	91,440.91			Negotiable
11058		29-JUN-15	BANK OF NEW YORK MELLON TRUST COMPANY NA	NEWARK	5,208.33			Negotiable
11059		30-JUN-15	YORK INSURANCE SERVICES GROUP INC - CA	PAY	5,975.45			Negotiable
Payment Document Subtotal:					12,742,076.56			
Bank Account Subtotal :					24,257,044.79		6,619,194.87	
Report Count : 1040			Report Total:		24,257,044.79		6,619,194.87	
Total Disbursements								

*** End of Report ***

\$ 24,257,044.79 Disbursements
 <27,031.70> Voids
 \$ 24,230,013.09 Total Voids and Disbursements

Exhibit "E"

IRWD Gov Code 53065.5 Disclosure Report

Payment or Reimbursements for Individual charges of \$100 or more per transaction for services or product received.

01-JUN-15 to 30-JUN-15

NAME	CHECK	CHECK DATE	TRANSACTION	ITEM DESCRIPTION	EXPENSE JUSTIFICATION
Bonkowski, Leslie	359258	18-Jun-15	301.04	Other(Misc)	Meeting supplies
Cook, Paul	359265	18-Jun-15	172.50	Other(Misc)	License renewal of Board for Professional Engineers, Land Surveyors, and Geologists
Coria, Alex	359235	18-Jun-15	350.00	Membership/Certification	Grade III Wastewater Operator exam and certification
Daniel, Matthew	359261	18-Jun-15	156.00	Membership/Certification	CWEA Membership renewal
De La Torre, Sergio	359081	11-Jun-15	125.05	Other(Misc)	Operating supplies for Field Technicians
Dugan, Jeff	358864	4-Jun-15	156.00	Membership/Certification	CWEA Membership renewal
Escobar, Omar	359263	18-Jun-15	108.00	Other(Misc)	Wireless case reimbursement
Fike, Ethan	359654	25-Jun-15	156.00	Membership/Certification	CWEA Membership renewal
Frost, Garrick	359850	30-Jun-15	120.00	Membership/Certification	Water Distribution Operator D3 certificate renewal
Gallegos, Richard	359266	18-Jun-15	156.00	Membership/Certification	CWEA Membership renewal
Jack, Mike	358865	4-Jun-15	109.00	Other(Misc)	Reimbursement - repair of damaged cell phone
Jackson, Brad	359849	30-Jun-15	105.00	Membership/Certification	Water Distribution Operator D4 certificate renewal
Jones, Morgan	359765	30-Jun-15	105.00	Membership/Certification	Water Distribution Operator D4 certificate renewal
Kallo, John	359251	18-Jun-15	156.00	Membership/Certification	CWEA Membership renewal
Kallo, John	359658	25-Jun-15	165.00	Membership/Certification	CWEA Grade II certificate renewal
Kessler, Christian	359651	25-Jun-15	223.75	Membership/Certification	ASCE membership renewal
La, Jason	359077	11-Jun-15	113.68	Registration Fees	On-Line Course for Continuing Education Units (Contact Hours) for Treatment and Distribution Certificate Renewal
LaMar, Steven	359082	11-Jun-15	223.25	Lodging	ACWA Spring Conf., Sacramento, CA - May 5, 2015
LaMar, Steven	359082	11-Jun-15	223.25	Lodging	ACWA Spring Conf., Sacramento, CA - May 6, 2015
Lewis, Lyndy	359259	18-Jun-15	262.21	Lodging	WEF Fats, Oils and Grease (FOG) 2015 Conference, Washington, DC - June 7, 2015
Lewis, Lyndy	359259	18-Jun-15	262.21	Lodging	WEF Fats, Oils and Grease (FOG) 2015 Conference, Washington, DC - June 8, 2015
Lewis, Lyndy	359259	18-Jun-15	262.21	Lodging	WEF Fats, Oils and Grease (FOG) 2015 Conference, Washington, DC - June 9, 2015
Malloy, Steve	359270	18-Jun-15	417.20	Airfare	WEF Residuals & Biosolids 2015 Conference, Washington DC - June 7-10, 2015
Malloy, Steve	359270	18-Jun-15	308.01	Lodging	WEF Residuals & Biosolids 2015 Conference, Washington DC - June 7, 2015
Malloy, Steve	359270	18-Jun-15	308.01	Lodging	WEF Residuals & Biosolids 2015 Conference, Washington DC - June 8, 2015
Malloy, Steve	359270	18-Jun-15	308.01	Lodging	WEF Residuals & Biosolids 2015 Conference, Washington DC - June 9, 2015
Matheis, Mary Aileen	359079	11-Jun-15	223.25	Lodging	ACWA Spring Conference, Sacramento, CA - May 4, 2015
Matheis, Mary Aileen	359079	11-Jun-15	223.25	Lodging	ACWA Spring Conference, Sacramento, CA - May 5, 2015
Matheis, Mary Aileen	359079	11-Jun-15	223.25	Lodging	ACWA Spring Conference, Sacramento, CA - May 6, 2015
Matheis, Mary Aileen	359079	11-Jun-15	223.25	Lodging	ACWA Spring Conference, Sacramento, CA - May 7, 2015
Matheis, Mary Aileen	359660	25-Jun-15	289.20	Airfare	Mountain Counties Water Resources Assoc. Seminar, Placerville, CA - April 8-10, 2015
Matheis, Mary Aileen	359660	25-Jun-15	130.90	Lodging	Mountain Counties Water Resources Assoc. Seminar, Placerville, CA - April 8, 2015
Matheis, Mary Aileen	359660	25-Jun-15	130.90	Lodging	Mountain Counties Water Resources Assoc. Seminar, Placerville, CA - April 9, 2015
Murphy, Alexander	358858	4-Jun-15	897.00	Membership/Certification	Professional Engineers license exam fee
Nieto, Agustin	359647	25-Jun-15	131.08	Lunch <25	Tour of LA's Hyperion Treatment Division's Digestion & Biosolids Handling Facility, provided lunch for 9 People
Norman, Tammy	359083	11-Jun-15	115.90	Other(Misc)	Meeting supplies
Rios, Belisario	359649	25-Jun-15	223.75	Membership/Certification	ASCE membership renewal
Rojas, Tony	358859	4-Jun-15	115.68	Membership/Certification	Water Distribution Grade I certificate renewal
Sandoval, Rosa	359665	25-Jun-15	134.99	Other(Misc)	Safety shoes allowance
Soto, Frank	359244	18-Jun-15	104.29	Other(Misc)	Meeting supplies
Spangenberg, Carl	359076	11-Jun-15	100.00	Membership/Certification	Water Treatment Operator T3 exam fee
Spangenberg, Carl	359076	11-Jun-15	120.00	Membership/Certification	Water Treatment Operator T3 certificate renewal
Swift, Ian	358863	4-Jun-15	200.00	Other(Misc)	Safety shoes allowance
Tessers, Frank Jr	358862	4-Jun-15	110.68	Membership/Certification	Water Distribution System: Operation and Maintenance certificate renewal
Webb, Douglas	358861	4-Jun-15	300.00	Membership/Certification	Grade III Wastewater Treatment Plant Operator certificate renewal
Zepeda, Jose	359252	18-Jun-15	156.00	Membership/Certification	CWEA Membership renewal
Total Amount:			\$ 9,505.75		

July 27, 2015

Prepared by: C. Spangenberg/M. Cortez

Submitted by: K. Burton 

Approved by: Paul Cook 

CONSENT CALENDAR

LOS ALISOS WATER RECYCLING PLANT PONDS BIOSOLIDS REMOVAL AND DISPOSAL FINAL ACCEPTANCE

SUMMARY:

The Los Alisos Water Recycling Plant (LAWRP) Ponds Biosolids Removal and Disposal project is complete. The contractor, Synagro WWT, Inc., has completed the required work and all punch list items. The project has received final inspection and acceptance of construction is recommended.

BACKGROUND:

The LAWRP Ponds Biosolids Removal and Disposal project included removal, dewatering, hauling, and disposal of an estimated 4,500 dry tons of biosolids that had accumulated in Ponds 3, 4, and 5. The existing solids handling facilities at LAWRP have met the solids handling requirements for many years, but as the dewatering equipment continued to age and replacement components become more difficult to find, the equipment was unable to keep up with the solids production at the plant. As a result, accumulated solids in the ponds were removed to ensure that they did not carry over into the plant effluent, potentially affecting the plant's ability to meet its effluent discharge requirements.

The actual amount of solids removed from all three ponds was 4,334 dry tons. Staff worked with the contractor to ensure that all the solids were removed without influencing the operation of the LAWRP facility. During the dredging and dewatering activities, all regulatory permit requirements were met. Staff commends the contractor for effectively working with staff to ensure regulatory compliance at LAWRP.

IRWD awarded the construction contract to Synagro WWT, Inc. on November 10, 2014 with project completion in June 2015. Additional time required to complete the project was due to more solids accumulated in Pond 5 than was originally estimated. With the completion of the dredging and dewatering activities, Ponds 3, 4, and 5 have been restored to their full solids handling capacity.

Project Title:	LAWRP Ponds Biosolids Removal and Disposal
Project Number:	21209 (5521)
Design Engineer:	IRWD Staff
Construction Management by:	IRWD Staff
Contractor:	Synagro WWT, Inc.

Original Contract Cost:	\$3,485,431.00
Final Contract Cost:	\$3,365,717.29
Original Contract Days:	210
Final Contract Days:	225
Final Change Order Approved On:	July 21, 2015

FISCAL IMPACTS:

Project 21209 (5521) is included in the FY 2015-16 Capital Budget. The existing budget is sufficient to fund the final payment for the project. Approximately 15 percent of the total project cost will be reimbursed by Santa Margarita Water District (SMWD) in accordance with a 1999 agreement between IRWD and SMWD for the collection, treatment, and disposal of sewage collected in English Canyon.

ENVIRONMENTAL COMPLIANCE:

This project is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15301 which provides exemption for minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. A Notice of Exemption for the project was filed with the County Clerk on August 8, 2014.

COMMITTEE STATUS:

This item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD ACCEPT CONSTRUCTION OF THE LOS ALISOS WATER RECYCLING PLANT PONDS BIOSOLIDS REMOVAL AND DISPOSAL, PROJECT 21209 (5521); AUTHORIZE THE GENERAL MANAGER TO FILE A NOTICE OF COMPLETION; AND AUTHORIZE THE PAYMENT OF THE RETENTION 35 DAYS AFTER THE DATE OF RECORDING THE NOTICE OF COMPLETION.

LIST OF EXHIBITS:

None.

July 27, 2015

Prepared by: T. Bertsch / C. Smithson

Submitted by: Cheryl Clary

Approved by: Paul Cook

TB CS
CC
A Cook

CONSENT CALENDAR

IRVINE RANCH WATER DISTRICT STRATEGIC MEASURES

SUMMARY:

Provided as Exhibit "A" are the IRWD Strategic Measures and informational items for the Board's review. These measures are intended to reflect the critical performance measures that gauge the District's key business objectives.

BACKGROUND:

The proposed strategic measures document summarizes a number of operating performance, financial, customer and other key measures important to the ongoing operation of the District. These measures were selected and designed to provide a "snapshot" view of the measures that would be of interest to the Board.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

RECOMMENDATION:

THAT THE BOARD RECEIVE AND FILE THE REPORT.

LIST OF EXHIBITS:

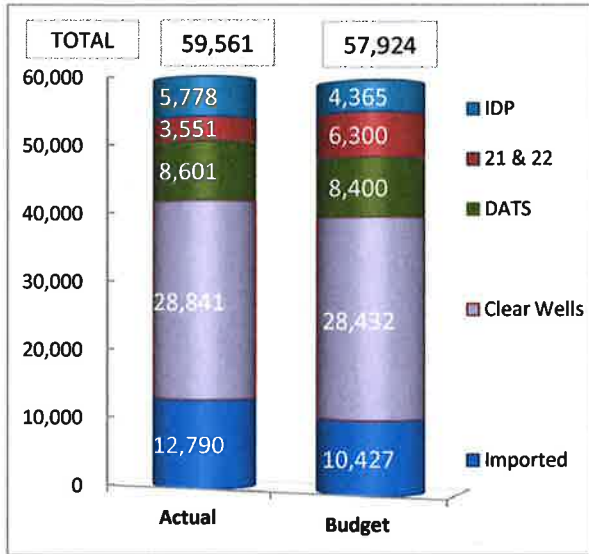
Exhibit "A" – June 2015 Strategic Measures

EXHIBIT 'A' IRVINE RANCH WATER DISTRICT

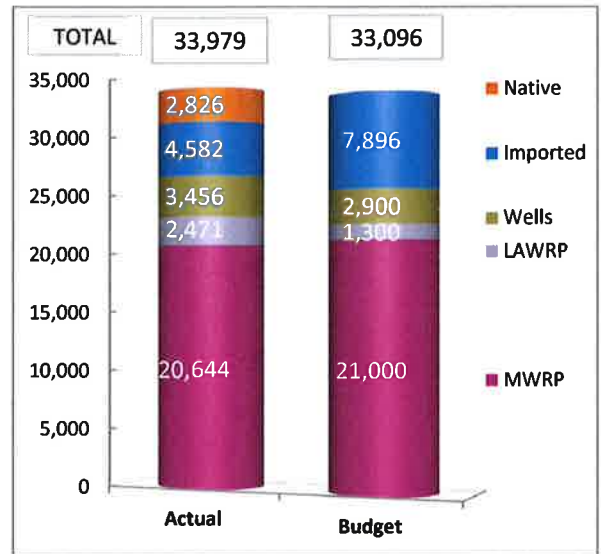
Operational Performance Measures

Data as of June 30, 2015

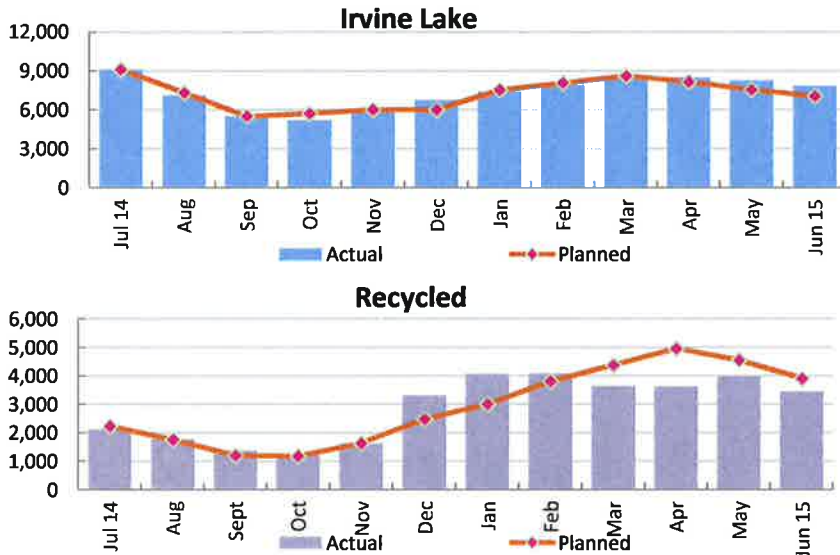
Potable Water Production FYTD (AF)



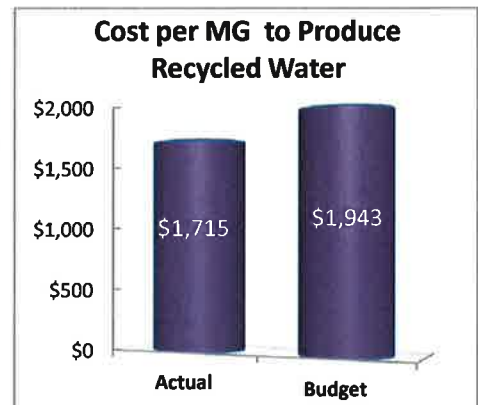
Non-Potable Water Production FYTD (AF)



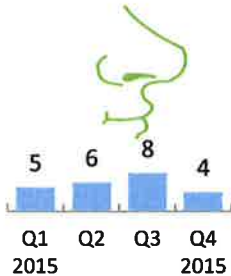
Non-Potable Reservoir Storage (AF)



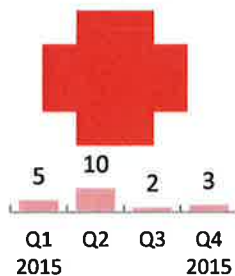
Cost Per MG At MWRP FYTD



Odor Complaints (by quarter)



OSHA Recordables Incidents



Regulatory Compliance Incidents

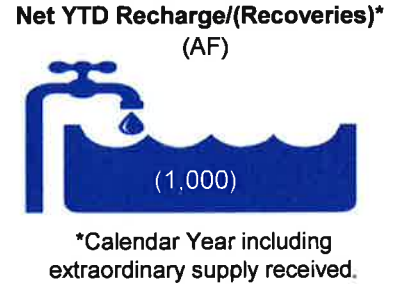
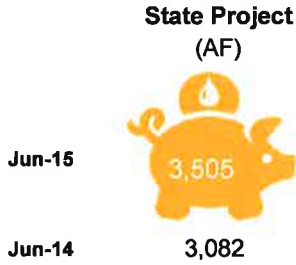
AQMD	0	0	0	0
Plants	0	0	0	0
Sewer Spills	0	0	1	1
	Q1 2015	Q2 2015	Q3 2015	Q4 2015

IRVINE RANCH WATER DISTRICT

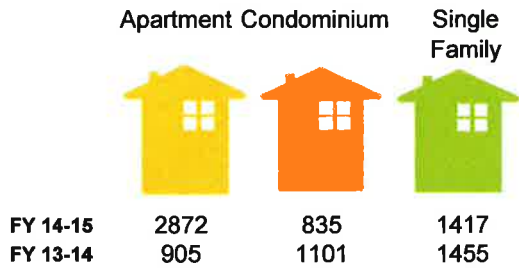
Other Statistical Information

Data as of June 30, 2015

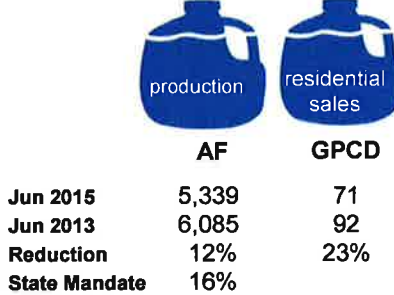
Banked Water



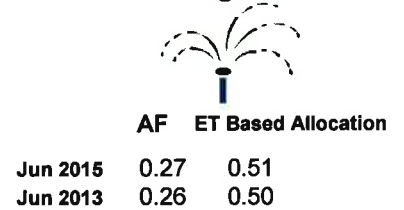
Certificates of Occupancies FYTD



Total Potable Water

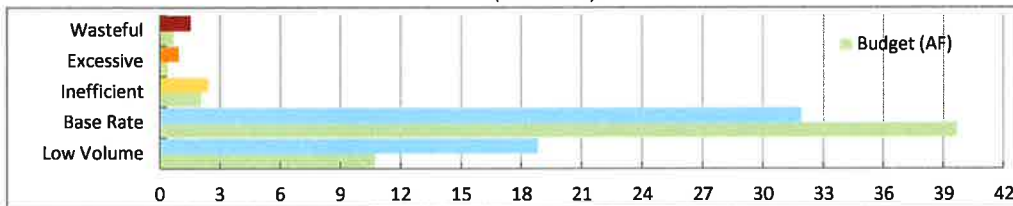


Acre-Feet Per Acre Irrigation

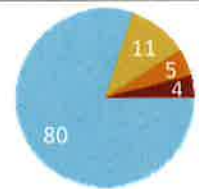


Potable Sales by Tier FYTD

(in thousands)

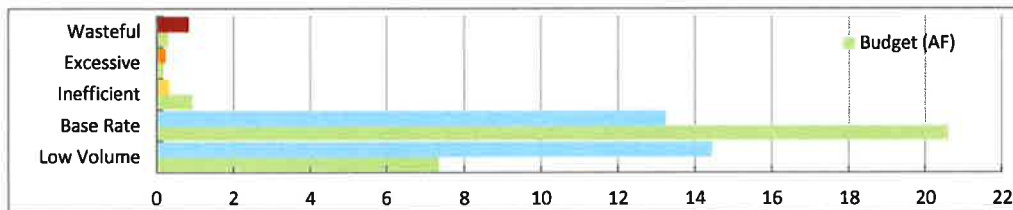


% of Customers by Tier

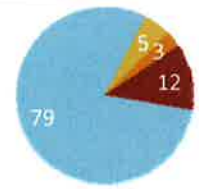


Non-Potable Sales by Tier FYTD

(in thousands)

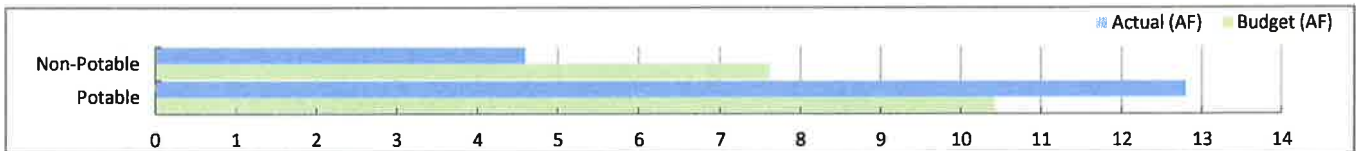


% of Customers by Tier



Imported Water FYTD

(in thousands)



Website Hits



Customer Satisfaction Index**



July 27, 2015

Prepared by: Christopher Smithson

Submitted by: Cheryl Clary 

Approved by: Paul Cook 

ACTION CALENDAR

SETTING CONNECTION FEES AND PROPERTY TAXES FOR FISCAL YEAR 2015-16

SUMMARY:

Staff recommends changes to the existing connection fees and tax rates based on updated data within the Districts improvement districts (ID). The long term capital funding plan, completed in November 2013, established connection fees and formed new IDs for funding capital requirements and setting tax rates. They were last updated in July 2014. The District's financial model has been updated in July 2015 to include the following factors:

- Adjustments to the capital improvement program;
- Additional unit approvals (awaiting updates); and
- Updated assessed valuations.

The proposed connection fees assume an increase within each of the IDs based on the Engineering News Records (ENR) estimated capital cost increase of 2.25% and are included in the Proposed Connection Fees and Property Tax Rates Summary included as Exhibit "A". Staff recommends that the Board:

- Adopt a resolution amending the Rates and Charges, included as Exhibit "B", with revised Rates and Charges for connection fees, included as Exhibit "E";
- Adopt a resolution amending the Ad Valorem Property Tax Rates, included as Exhibit "C"; and
- Adopt a resolution amending Allocation of Ad Valorem Property Taxes to Debt Service providing for the annual allocation of 1% tax revenue, included as Exhibit "D".

BACKGROUND:

A fundamental concept in the District's capital funding plan is that the cost of new capital facilities is shared equally between the connection fees paid by the developer and property taxes paid by property owners when possible. The District uses a comprehensive financial model to incorporate regional capital costs, future development, growth rates, inflation, and other variables in order to determine connection fees. Connection fee increases were modeled for both residential and commercial development and a consolidated tax rate was also identified.

Connection fees were last updated for the IDs in July 2014, with recommended periodic updates based on an updated capital budget and other changing assumptions. The proposed changes, which include increases to the ENR construction cost index, are discussed below.

IDs 112/212 – Great Park Neighborhoods:

There were changes in the capital program primarily as a result of project allocation shifts related to the reduced development in the East Orange area. Staff recommends increasing connection fees to match the estimated increase in capital from ENR. This increases the water and sewer connection fee from \$4,800 to \$4,908 per unit. Staff recommends maintaining the current consolidated tax rate of \$0.7500 per \$100 of land assessed value in order to maintain the 50/50 split.

Improvement Districts	Connection Fees		Property Tax	
	Current	Proposed	Current	Proposed
112/212 (Great Park)	\$4,800	\$4,908	\$0.0750	\$0.0750

IDs 185/285 – Opportunity Study Area, Excluding Portola

Fees established in IDs 185/285 were set based upon the future development being funded entirely from connection fees. In March 2014, General Obligation (GO) bonding authority was voted in for these IDs which provides for a sharing of the capital costs between connection fees and property taxes. Staff recommends increasing connection fees to match the estimated increase in capital from ENR, increasing the water and sewer connection fee from \$4,400 to \$4,499 per residential unit.

Improvement Districts	Connection Fees		Property Tax	
	Current	Proposed	Current	Proposed
185/285 (Opportunity Study)	\$4,400	\$4,499	\$0.0000	\$0.0000

IDs 153/253 – Developing IDs

There has been significant change in the development projections in this area. The East Orange development has been reduced with the land being donated as open space. Capital demands have been updated and staff is working with the Irvine Company to update the development projections. A draft of the Irvine Lake Management Plan has been completed and suggests continuing to assume a native water yield of 3,200 acre feet (AF), based on a 10 year average. The connection fees were not increased in this ID in July 2014. At this time, staff recommends increasing connection fees to match the estimated increase in capital from ENR, increasing the water and sewer connection fee from \$3,970 to \$4,059 per residential unit.

Improvement Districts	Connection Fees		Property Tax	
	Current	Proposed	Current	Proposed
153/253 (Undeveloped ID)	\$4,030	\$4,121	\$0.0000	\$0.0000

All Other IDs

These areas experienced no significant changes in funding requirements. The recommendation for these ID’s is a 2.25% increase to connection fees applied to the capital program, attributable to construction cost increases due to capital inflation. The change results in:

Improvement Districts	Connection Fees		Property Tax	
	Current	Proposed	Current	Proposed
113/213 (Tustin)	\$6,796	\$6,949	\$0.0640	\$0.0640
188/288 (Portola)	\$3,857	\$3,944	\$0.2254	\$0.2254 ¹
125/225(Developed)	\$5,279	\$5,398	\$0.028	\$0.028
101/201(Developed no GO Authority) ²	\$8,759	\$8,956	NA	NA

1. Maintain current rate because there is no other source of funding for existing debt service.
2. Identifies the consolidated connection fee for a density between 5.9 to 10.8 dwelling units (DU) per acre

Staff recommends the Board:

- Adopt a resolution amending changes to Rates and Charges, included in Exhibit “B”, with the changes identified in Exhibit “E”, the Developer Services portion of the Rates and Charges, and
- Adopt a resolution amending Allocation of Ad Valorem Property Taxes Rates, included as Exhibit “C”.

Allocation of One Percent Property Tax Revenue

One percent property tax revenue is allocated annually among the District’s Improvement Districts. As in prior years, the Fiscal Year (FY) 2015-16 allocation will include a split between the new capital (72%) and replacement fund (28%) contemplated by the Board during the connection fee and property tax setting process of the LTFP process. Staff recommends the Board adopt a resolution amending Allocation of Ad Valorem Property Taxes to Debt Service included as Exhibit “D”.

FISCAL IMPACTS:

Minimal impact is expected for the FY2015-16.

ENVIRONMENTAL COMPLIANCE:

Not Applicable

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on July 20, 2015.

RECOMMENDATION:

THAT THE BOARD APPROVE IDENTIFIED INCREASES IN CONNECTION FEES AND ADOPT THE FOLLOWING RESOLUTIONS BY TITLE:

¹ Maintain current rate because there is no other source of funding for existing debt service.
² Identifies the consolidated connection fee for a density between 5.9 to 10.8 dwelling units (DU) per acre.

RESOLUTION NO. 2015-___

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE
RANCH WATER DISTRICT, ORANGE COUNTY, CALIFORNIA
ADOPTING CHANGES TO CONNECTION FEES AS SET FORTH IN
THE SCHEDULE OF RATES AND CHARGES IN EXHIBIT "B" TO THE
RULES AND REGULATIONS OF IRVINE RANCH WATER DISTRICT
FOR WATER, SEWER, RECYCLED WATER AND NATURAL
TREATMENT SYSTEM SERVICE

RESOLUTION NO. 2015-___

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY, CALIFORNIA
ESTABLISHING AD VALOREM TAX REVENUES FOR
FISCAL YEAR 2015-16

RESOLUTION NO. 2015-___

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT AMENDING ALLOCATION
OF AD VALOREM PROPERTY TAXES TO DEBT SERVICE,
SUBJECT TO PLEDGE

LIST OF EXHIBITS:

- Exhibit "A" – Proposed Connection Fees and Property Tax Rates by ID
- Exhibit "B" – Resolution Adopting Changes to Rates and Charges
- Exhibit "C" – Resolution Adopting Ad Valorem Property Tax Rates
- Exhibit "D" – Resolution Amending Allocation of Ad Valorem Property Taxes to Debt Service
- Exhibit "E" – Rates and Charges

Exhibit "A"

**Proposed Connection Fees and Property Tax Rates
Fiscal Year 2015-16**

CONNECTION FEES

Improvement District	Current			Proposed			Change	
	Water	Sewer	Total	Water	Sewer	Total	\$	%
101/201	\$3,138	\$5,621	\$8,759	\$3,209	\$5,747	\$8,956	\$197	2.25%
112/212	\$1,330	\$3,470	\$4,800	\$1,360	\$3,548	\$4,908	\$108	2.25%
113/213	\$2,472	\$4,324	\$6,796	\$2,528	\$4,421	\$6,949	\$153	2.25%
125/240	\$2,538	\$3,484	\$6,022	\$2,595	\$3,563	\$6,158	\$136	2.25%
125/225	\$2,538	\$2,741	\$5,279	\$2,595	\$2,803	\$5,398	\$119	2.25%
153/253	\$1,864	\$2,166	\$4,030	\$1,906	\$2,215	\$4,121	\$91	2.25%
153/253 PA 30	\$3,482	\$3,635	\$7,117	\$3,560	\$3,717	\$7,277	\$160	2.25%
101/256 OPA	\$3,138	\$24,868	\$28,006	\$3,209	\$25,427	\$28,636	\$630	2.25%
185/285	\$1,580	\$2,820	\$4,400	\$1,616	\$2,883	\$4,499	\$99	2.25%
188/288	\$1,421	\$2,436	\$3,857	\$1,453	\$2,491	\$3,944	\$87	2.25%
101/OPA1 (Ridgeline)	\$3,138	\$4,263	\$7,401	\$3,209	\$4,359	\$7,568	\$167	2.25%

PROPERTY TAX RATES ⁽¹⁾

Improvement District	Current	Proposed
112/212	\$0.0750	\$0.0750
113/213	\$0.0640	\$0.0640
125/225	\$0.0280	\$0.0280
153/253 ⁽²⁾	\$0.0000	\$0.0000
185/285 ⁽²⁾	\$0.0000	\$0.0000
188/288	\$0.2254	\$0.2254

(1) Based on \$100 of land assessed value.

(2) No current or proposed tax rate because debt has not been issued in these IDs.

Exhibit "B"

RESOLUTION NO. 2015-

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE
RANCH WATER DISTRICT, ORANGE COUNTY, CALIFORNIA
ADOPTING CHANGES TO CONNECTION FEES AS SET FORTH IN
THE SCHEDULE OF RATES AND CHARGES IN EXHIBIT "B" TO THE
RULES AND REGULATIONS OF IRVINE RANCH WATER DISTRICT
FOR WATER, SEWER, RECYCLED WATER, AND NATURAL
TREATMENT SYSTEM SERVICE

WHEREAS, the Irvine Ranch Water District (IRWD) is a California Water District organized and existing under the California Water District Law, and all of the lands within the boundaries of said District are located in the County of Orange, State of California; and

WHEREAS, Section 35423, 35470, and Section 35501 of the California Water Code empower the District to establish, print and distribute equitable rules and regulations and prescribe and collect rates or other charges for water and sewer service, and such authority to prescribe and collect rates or other charges for water and sewer service includes connection fees for connection and service capacity; and

WHEREAS, the Board of Directors of IRWD, by adoption of Resolution No. 2009-4 approved and adopted amended "Rules and Regulations of Irvine Ranch Water District for Water, Sewer, Recycled Water, and Natural Treatment System Service effective February 9, 2009"; and

WHEREAS, Exhibit "B" of said Rules and Regulations sets forth Rates and Charges, which Exhibit "B" may be changed from time to time by adoption of changes to any of the rates and charges or any new rates and charges as may be established and set forth therein; and

WHEREAS, Section 21080(b) (8) of the Public Resources Code provides that the establishment, modification, structuring, restructuring or approval of rates, tolls, fares, or other charges by public agencies are exempt from the requirements of the California Environmental Quality Act (CEQA) provided that certain findings are made specifying the basis for the claim of exemption; and

WHEREAS, Article XIII B of the Constitution of the State of California, limiting local agencies' appropriations of proceeds of taxes, excludes user charges or fees or regulatory fees from the definition of proceeds of taxes, as long as such fees and charges do not produce revenue exceeding the costs reasonably borne in providing the regulation, product or service, and further excludes appropriations for debt service and appropriations for qualified capital outlay projects from appropriations subject to limitation; and

WHEREAS, the Board of Directors of IRWD deems it advisable and finds that it would be in the best interest of the District to amend or establish connection fees, consistent with applicable constitutional and statutory requirements; and

WHEREAS, the proposed revisions to the connection fees, as set forth in Exhibit “A” to this resolution, do not modify or establish any property-related fees or charges subject to the notice and hearing procedures of Article XIID of the Constitution of the State of California; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of IRWD as follows:

Section 1. It is hereby found and determined that the proposed changes to the Schedule of Rates and Charges are within the purposes set forth in Section 21080(b) of the Public Resources Code including but not by way of limitation, the purposes of (1) meeting operating expenses, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial reserve needs and requirements, and (4) obtaining funds for capital projects necessary to maintain service within existing areas, and therefore, that such changes are exempt from CEQA.

Section 2. It is hereby found and determined that relative to Article XIII B of the Constitution of the State of California, the charges or fees or regulatory fees established or increased hereby do not produce revenues exceeding the costs reasonably borne in providing the regulation, product or service and/or are used for debt service or qualified capital outlay projects and accordingly do not constitute proceeds of taxes, the appropriation of which is limited under Article XIII B, and that the documentation used in making such determinations has been on file in the office of IRWD for not less than 15 days prior to the date hereof, pursuant to Section 7910 of the Government Code of the State of California. It is hereby further found and determined that relative to the requirements of Sections 66013 and 66016 of the Government Code of the State of California, the availability of such documentation also satisfies the requirement to make publicly available the data indicating the estimated cost and revenue sources to provide the service for which the fee is imposed at least 10 days prior to the meeting at which this resolution is adopted, and that the connection fees established or increased hereby do not exceed the estimated reasonable cost of providing the service for which they are imposed.

Section 3. The new and/or revised connection fees as set forth in Exhibit “A” attached to this resolution and by this reference incorporated herein are hereby adopted, and the corresponding rate(s), fee(s) or charge(s), if any, as set forth in Rules and Regulations Exhibit “B” currently in effect, are hereby superseded. Staff is directed to incorporate the hereby adopted new and/or revised connection fee(s) into Exhibit “B” to the Rules and Regulations.

Section 4. That the provisions of this Resolution shall be effective upon adoption.

Section 5. That the Secretary is hereby ordered and directed to post a certified copy of this Resolution in a public place within the Irvine Ranch Water District.

ADOPTED, SIGNED and APPROVED this 27th day of July, 2015.

President, IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

Secretary, IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

APPROVED AS TO FORM:
BOWIE, ARNESON, WILES & GIANNONE
Legal Counsel - IRWD

By: _____

Exhibit "C"

RESOLUTION NO. 2015-

RESOLUTION OF THE BOARD OF DIRECTORS OF
IRVINE RANCH WATER DISTRICT, ORANGE COUNTY, CALIFORNIA
ESTABLISHING AD VALOREM TAX REVENUES FOR
FISCAL YEAR 2015-16

WHEREAS, the Board of Directors of the Irvine Ranch Water District (IRWD) has duly considered the financial needs of the IRWD and its Improvement District Nos. 112, 113, 125, 153, 185, 188, 212, 213, 225, 240, 253, 285, and 288, for the fiscal year 2015-16 and the funds available and established to become available for meeting said financial needs; and

WHEREAS, pursuant to Section 37206 of the Water Code of the State of California, the Board of Directors annually shall furnish to the Board of Supervisors of Orange County and to the County Auditor, an estimate in writing of the amount of money needed to be raised by the District during the fiscal year for the payment of its proportion of the amount required for the purposes of the District; and

WHEREAS, Article XIII B of the Constitution of the State of California provides that the appropriations of local agencies will be limited each year to those of the previous year with specified adjustments permitted; and

WHEREAS, Section 9(a) of Article XIII B specifically excludes appropriations required to pay the cost of interest and redemption charges, including the funding of any reserve or sinking fund required in connection therewith, on indebtedness existing or legally authorized as of January 1, 1979, or on bonded indebtedness thereafter approved according to law by a vote of electors; and

WHEREAS, the ad valorem tax revenues established by IRWD are used entirely for debt service and are therefore exempt from the appropriations formula established by Article XIII B.

WHEREAS, the ad valorem tax revenues received by IRWD pursuant to this Resolution will provide a portion of the funds needed to pay principal and interest with respect to the General Obligation Bonds referenced below, and this Board wishes to specify the sources of the remainder of the amounts needed therefor in the current year.

NOW, THEREFORE, the Board of Directors of IRWD does hereby RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 125 of IRWD for fiscal year 2015-16 is .01300 percent (.0001300) of full value.

Section 2. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 153 of IRWD for fiscal year 2015-16 is .00001 percent (.0000001) of full value.

Section 3. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 185 of IRWD for fiscal year 2015-16 is .00001 percent (.0000001) of full value.

Section 4. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 225 of IRWD for fiscal year 2015-16 is .01500 percent (.0001500) of full value.

Section 5. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 240 of IRWD for fiscal year 2015-16 is .01500 percent (.0001500) of full value.

Section 6. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 253 of IRWD for fiscal year 2015-16 is .00001 percent (.0000001) of full value.

Section 7. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 285 of IRWD for fiscal year 2015-16 is .00001 percent (.0000001) of full value.

Section 8. That the tax to be levied for servicing Improvement District No. 252's just proportion of liability determined pursuant to Resolution No. 2005-41, for the General Obligation Bonds of Improvement District No. 225 of IRWD for fiscal year 2015-16 is .00001 percent (.0000001) of full value.

Section 9. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 188 of IRWD for fiscal year 2015-16 is .21540 percent (.0021540) of full value.

Section 10. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 288 of IRWD for fiscal year 2015-16 is .01000 percent (.0001000) of full value.

Section 11. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 113 of IRWD for fiscal year 2015-16 is .03000 percent (.0003000) of full value.

Section 12. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 213 of IRWD for fiscal year 2015-16 is .0380 percent (.000380) of full value.

Section 13. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 112 of IRWD for fiscal year 2015-16 is .03000 percent (.00030000) of full value.

Section 14. That the tax to be levied for servicing the General Obligation Bonds of Improvement District No. 212 of IRWD for fiscal year 2015-16 is .04500 percent (.0004500) of full value.

Section 15. The taxes levied by Section 1 through 17 of this Resolution are for bonds approved before January 1, 1989. The taxes levied by Section 18 through 25 are for bonds approved after January 1, 1989.

Section 16. That the Secretary and Treasurer of the District are hereby directed to furnish a certified copy of this resolution to the Auditor of the County of Orange.

Section 17. That the ad valorem tax revenues established by IRWD hereby for the fiscal year 2015-16 are in compliance with the provisions of Article XIII B of the constitution of the State of California.

Section 18. That principal and interest with respect to the General Obligation Bonds of IRWD shall be paid from (1) the ad valorem assessments received by IRWD pursuant to this Resolution; (2) any amounts held in bona fide debt service funds; (3) other monies, if any, required to be applied to the payment of debt service by the applicable indenture or resolution of issuance; (4) tax revenues applied pursuant to Resolution Nos. 1992-48 and 2002-10 (pledge of the 1% levy), as such application may be modified by resolution amending the allocation of tax revenues; and (5) to the extent additional amounts are necessary for such purpose, revenues which are received by IRWD within twelve months of being applied to the payment of debt service and which are legally available therefor, including income from the investment of such revenues where both the investment income and the revenues on which it is earned are received by IRWD within twelve months of being applied to the payment of debt service.

ADOPTED, SIGNED and APPROVED this 27th day of July, 2015.

President, IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

Secretary, IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

APPROVED AS TO FORM:
BOWIE, ARNESON, WILES AND GIANNONE

Legal Counsel

Exhibit “D”

RESOLUTION NO. 2015 –

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRVINE RANCH WATER DISTRICT AMENDING ALLOCATION OF *AD VALOREM* PROPERTY TAXES TO DEBT SERVICE, SUBJECT TO PLEDGE

WHEREAS, the Board of Directors of the Irvine Ranch Water District (“IRWD”) has adopted Resolution Nos. 1992-48 and 2002-10, relating to IRWD’s appropriation and pledge of revenues from the general 1% *ad valorem* property tax; and

WHEREAS, such resolutions authorized and directed the Treasurer to annually allocate the general 1% *ad valorem* property tax revenues received by IRWD among the debt service requirements of the issues of bonds specified in said resolution (“Secured Bonds”) in accordance with a formula set forth therein, with the 2002 pledge formula to be applied in lieu of the 1992 pledge formula to the extent provided in Resolution No. 2002-10; and

WHEREAS, no Secured Bonds that received a pledge of general 1% *ad valorem* property tax revenues under Resolution No. 1992-48 currently remain outstanding, and;

WHEREAS, IRWD’s revenues from the general 1% *ad valorem* property tax have, to the extent not applied to pay principal and interest on the Secured Bonds, been pledged by IRWD to certain parity obligations (the “Parity Obligations”) identified by the Indenture of Trust, dated April 1, 2011, as amended and supplemented (the “2011 Indenture”), relating to the Bonds of Irvine Ranch Water District, Refunding Series 2011A-1; and

WHEREAS, on November 11, 2013, pursuant to Section 36454 *et seq.* of the California Water Code, the Board of Directors adopted Resolution No. 2013-43, ordering the consolidation of Improvement District Nos. 102, 105, 106, 121, 130, 135, 140, 161, 182, 184 and 186, as modified by certain annexations and detachments ordered by the Board, into a single improvement district designated “Improvement District No. 125” and the consolidation of Improvement District Nos. 2(202), 206, 221, 230, 235, 250, 261, 282, 284 and 286, as modified by certain annexations and detachments ordered by the Board, into a single improvement district designated “Improvement District No. 225”; and

WHEREAS, the consolidation is one of several actions taken by IRWD based upon its comprehensive evaluation and study of its long-term financial requirements, including: a detailed planning, engineering and financial assessment of the total costs of existing and future facilities in the water and wastewater systems; available bond authorization and other revenue sources to finance facilities to serve future development, augment system reliability and meet upgraded regulatory requirements for both existing and future demands and replace and refurbish the existing systems; debt service; simplification of the improvement district structure; and assurance of equitable and fair sharing of regional and local cost between existing and future

users and among the areas that have comprised the various existing improvement districts and other geographic areas served by the system; and

WHEREAS, pursuant to Section 36454.1 of the California Water Code, the included amounts and/or included percentages of each series of the Secured Bonds or Parity Obligations that constituted the general obligation of one or more of Improvement District Nos. 105, 121, 130, 135, 140, 161, 182, 184 and 186 were assumed by and became the liability of Improvement District No. 125, and the included amounts and/or included percentages of the respective series of the Secured Bonds or Parity Obligations that constituted the general obligation of one or more of Improvement District Nos. 221, 230, 235, 250, 261, 282, 284 and 286 were assumed by and became the liability of Improvement District No. 225; and

WHEREAS, the Board deems it to be appropriate, in the interest of IRWD and consistent with the pledges contained in Resolution No. 2002-10 and the 2011 Indenture (collectively, the "Pledges"), to modify the allocation of the revenues from the general 1% *ad valorem* property tax received during the 2015-16 fiscal year (the "Fiscal Year"), subject to the availability of other revenues for debt service on Secured Bonds and Parity Obligations in such year; and

WHEREAS, the proposed modifications consist of substitution of an allocation of 1% tax revenues among debt service obligations that is different from the allocation that would be calculated under the formulas specified in the Pledges; in addition, by separate resolution adopting the capital budget, this Board has allocated a portion of the 1% tax revenues for the Fiscal Year to one or both of IRWD's Replacement Fund or Enhancement Fund; and

WHEREAS, Article XIII B of the Constitution of the State of California provides that the appropriations of local agencies will be limited each year to those of the previous year, adjusted for changes in population, cost of living and transfers in sources of funding; and

WHEREAS, Section 9 of Article XIII B excludes from the appropriations subject to limitation appropriations for debt service and appropriations for all qualified capital outlay projects; a qualified capital outlay projects is defined by statute as an appropriation for a fixed asset (including land and construction) with a useful life of 10 or more years and a value which equals or exceeds one hundred thousand dollars (\$100,000).

NOW, THEREFORE, the Board of Directors of the Irvine Ranch Water District DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

Section 1. Subject in all respects to the Pledges, the Treasurer is hereby authorized and directed to implement a modified allocation of the pledged amounts (as defined in the Pledges) of the general 1% *ad valorem* property tax revenues for the Fiscal Year in the manner set forth as follows:

- (a) the amount to be allocated to the Replacement Fund shall be as specified in the resolution adopting the capital budget for the Fiscal Year;

- (b) the amount to be allocated to the Enhancement Fund shall be as specified in the resolution adopting the capital budget for the Fiscal Year;
- (c) the amount to be allocated to the sharing of regional and local cost by existing and future users of the areas known as “110” and 210” shall be as set forth in Exhibit “A,” which exhibit is attached to this resolution and by this reference made a part hereof;
- (d) the allocation among the Improvement Districts’ debt service obligations shall be as set forth in Exhibit “A,” subject to adjustments as may be necessary to reflect actual tax revenues received by IRWD;
- (e) the amount allocated to each Improvement District or combination of Improvement Districts specified in Exhibit “A” shall be further allocated by the Treasurer among the various outstanding bond issues based upon their debt service requirements and/or other criteria as he deems appropriate;
- (f) the amounts to be allocated pursuant to paragraphs (d) and (e) from the pledged amount of the general 1% *ad valorem* property tax revenues received by IRWD shall be held unallocated until such allocations are made, and each such amount shall be deposited into the appropriate debt service fund or account for the respective bond issue as and when determined by the Treasurer.

The applications described in this section shall be made only if and to the extent there is not a deficiency at the time of application in the amounts available to pay debt service for any Secured Bonds or Parity Obligations.

Section 2. Nothing contained in this resolution is intended to impair or modify in any way the pledge of the general 1% *ad valorem* property tax revenues as stated in the Pledges. Nothing contained in this resolution is intended to create any entitlement with respect to the use of general 1% *ad valorem* property tax revenues for any particular purpose, it being intended that such revenues are unrestricted except by such Pledges and are subject to application as determined in the discretion of the Board of Directors from time to time.

Section 3. It is hereby found and determined that relative to appropriations subject to limitation under Article XIII B of the Constitution of the State of California, the applications of revenues described in this resolution are for debt service, and accordingly do not constitute proceeds of taxes the appropriation of which is limited under Article XIII B, and that the documentation used in making such determinations has been on file in the office of IRWD for not less than 15 days prior to the date hereof, pursuant to Section 7910 of the Government Code of the State of California

Section 4. The President, Secretary, Treasurer and each other officer of IRWD, acting singly, be and hereby is authorized and directed to execute and deliver any and all documents or instruments and to do and perform any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.

ADOPTED, SIGNED AND APPROVED this 27th day of July, 2015.

President/Vice President
IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

Secretary/Assistant Secretary
IRVINE RANCH WATER DISTRICT
and of the Board of Directors thereof

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES & GIANNONE
Legal Counsel - IRWD

By _____

jca/00106535/061114

EXHIBIT A

ID or Area (Water)	2002 Pledge Formula Allocation of 1% General Tax Revenue ^a	2015-16 Allocation of 1% General Tax Revenue	ID or Area (Sewer)	2002 Pledge Formula Allocation of 1% General Tax Revenue ^a	2015-16 Allocation of 1% General Tax Revenue
112	0	0	1	0	0
113	0	0	212	0	0
125 ^{b c}	17%	25%	213	0	0
153	0	0	225 ^{d e}	23%	35%
154	0	0	240	3%	2%
185	0	0	252	0	0
188	0	0	253	0	0
			288	0	0
“110”	NA	5%	“210”	NA	5%

Fund	Allocation of 1% Revenue, Per 2015-16 Capital Budget Resolution
Replacement Fund	28%
Enhancement Fund	0

^a No Secured Bonds that received a pledge of 1% general tax levy revenues under Resolution No. 1992-48 remain outstanding. The pledge made by Resolution No. 2002-10 secured the outstanding **Consolidated Series 1993 Bonds** (consisting of the included percentages of Improvement District Nos. 105 (14.67%), 140 (15.20%), 240 (43.73%) and 250 (26.40%) and **Consolidated Series 1995 Bonds** (consisting of the included percentages of Improvement District Nos. 105 (25.26%), 140 (11.61%), 240 (25.26%) and 250 (37.87%).

^b Improvement District No. 125 assumed the liability for the included amounts and/or included percentages of debt service for each series of the Secured Bonds or Parity Obligations that constituted the general obligation of one or more of the improvement districts consolidated as Improvement District No. 125: Nos. 105, 121, 130, 135, 140, 161, 182, 184 and 186.

^c After the formation of Improvement District No. 125, with respect to the **Series 1993 Bonds**, the aggregated included percentages of Improvement District Nos. 105 and 140 (36.87%) were assumed by Improvement District No. 125, and with respect to the **Series 1995 Bonds**, the aggregated included percentages of Improvement District Nos. 105 and 140 (36.87%) were assumed by Improvement District No. 125.

^d Improvement District No. 225 assumed the liability for the included amounts and/or included percentages of debt service for each series of the Secured Bonds or Parity Obligations that constituted the general obligation of one or more of the improvement districts consolidated as Improvement District No. 225: Nos. 2(202), 206, 221, 230, 235, 250, 261, 282, 284 and 286.

^e After the formation of Improvement District No. 225, with respect to the **Series 1993 Bonds**, the included percentage of Improvement District No. 250 (26.40%) was assumed by Improvement District No. 225, and with respect to the **Series 1995 Bonds**, the included percentage of Improvement District No. 250 (37.87%) was assumed by Improvement District No. 225.

Section

3

Developer Services

Water Connection Fees

Residential

	IMPROVEMENT DISTRICT	0-5.8 DUs/acre	5.9-10.8 DUs/acre	10.9-25.8 DUs/acre	25.9-40.0 DUs/acre
Connection Fees Per Dwelling Unit development shall be gross acres excluding private parks.	101*	\$3,637 \$3,557	\$3,208 \$3,138	\$2,718 \$2,658	\$2,295 \$2,245
	112	\$1,360 \$1,330	\$1,360 \$1,330	\$1,360 \$1,330	\$1,360 \$1,330
	113	\$2,527 \$2,472	\$2,527 \$2,472	\$2,527 \$2,472	\$2,527 \$2,472
	125	\$2,595 \$2,538	\$2,595 \$2,538	\$2,595 \$2,538	\$2,595 \$2,538
	153	\$1,906 \$1,864	\$1,906 \$1,864	\$1,906 \$1,864	\$1,906 \$1,864
	153 PA 30	\$3,561 \$3,482	\$3,561 \$3,482	\$3,561 \$3,482	\$3,561 \$3,482
	185	\$1,615 \$1,580	\$1,615 \$1,580	\$1,615 \$1,580	\$1,615 \$1,580
	188	\$1,453 \$1,421	\$1,453 \$1,421	\$1,453 \$1,421	\$1,453 \$1,421
	All others*				

Commercial, Industrial and Public Authority – Office Building

	IMPROVEMENT DISTRICT	Commercial	Industrial	Public Authority
Connection Fees Per Gross Acre	101*	\$20,182 \$19,738	\$30,739 \$30,062	\$20,182 \$19,738
	112	\$8,840 \$8,645	\$8,840 \$8,645	\$8,840 \$8,645
	113	\$18,458 \$18,052	\$0 \$0	\$9,229 \$9,026
	125	\$12,870 \$12,586	\$18,269 \$17,867	\$12,870 \$12,586
	153	\$10,013 \$9,793	\$14,214 \$13,904	\$10,013 \$9,793
	PA 30	\$17,669 \$17,280	\$25,082 \$24,530	\$17,669 \$17,280
	185	\$7,546 \$7,381	\$7,546 \$7,381	\$7,546 \$7,381
	188	\$5,735 \$5,608	\$5,735 \$5,608	\$5,735 \$5,608
	All others*			

Parks, Churches and Commercial Recreational Facilities

	IMPROVEMENT DISTRICT	Indoor Water Use	Outdoor ⁽¹⁾ Water Use
Connection Fees Per Fixture Unit (1) As calculated per UPC as revised.	101*	\$63.21 \$61.82	\$222.42 \$217.53
	125	\$0.00 \$41.83	\$0.00 \$146.62
	153	\$0.00 \$32.59	\$0.00 \$114.23
	PA 30	\$42.77 \$57.47	\$149.92 \$204.44
	185	\$33.32 \$42.46	\$116.80 \$149.13
	188	\$58.77 \$28.02	\$205.97 \$98.58
	All others*		

*Connection fees will be set by the Board of Directors upon request for initial service for each such improvement district.

Schools (Public and Private)

	IMPROVEMENT DISTRICT	Primary & Intermediate	Secondary	Primary Intermediate & Secondary
Connection Fees Per 100 Students Average Daily Attendance (2) Minimum required	101*	\$4,981 \$4,874	\$6,680 \$6,533	\$214 \$209
	125	\$0 \$3,290	\$0 \$4,417	\$0 \$147
	153	\$0 \$2,563	\$0 \$3,441	\$0 \$115
	PA 30	\$3,364 \$4,520	\$4,517 \$6,069	\$151 \$202
	185	\$2,621 \$3,203	\$3,519 \$4,490	\$117 \$144
	188	\$4,622 \$2,563	\$6,205 \$3,429	\$207 \$109

All others*

*Connection fees will be set by the Board of Directors upon request for initial service for each such improvement district.

High Volume User – Commercial and Industrial

This section shall apply to all non-residential applicants in addition to standard connection fees in all improvement districts.

Connection Fee Formula

Additional High Volume Water User Connection Fee =

$$\frac{[\text{Est. GPD use} - (\text{no. acres} \times \text{use factor}^*)] \times \$1,111,65736,669/\text{cfs}}{646,320 \text{ gal/day/cfs}}$$

*Non-Residential Water Use Factor

Land Use Category

Water Use Factors
(Gal/Acre/Day)

Commercial

2,000.00

Industrial

4,000.00

UCI

Special Contract

Definitions

Commercial: Commercial development including retail and offices

Industrial: Industrial development including manufacturing, research and development, and distributorships

Sewer Connection Fees

Residential

	IMPROVEMENT DISTRICT	0-5.8 DUs/acre	5.9-10.8 Dus/acre	10.9-25.8 Dus/acre	25.9-40.0 Dus/acre
Connection Fees Per Dwelling Unit	1 (201)*	\$6,458 \$6,316	\$5,747 \$5,624	\$4,730 \$4,626	\$3,732 \$3,650
	212	\$3,550 \$3,470	\$3,550 \$3,470	\$3,550 \$3,470	\$3,550 \$3,470
	213	\$4,421 \$4,324	\$4,421 \$4,324	\$4,421 \$4,324	\$4,421 \$4,324
Total acreage for any given development shall be gross acres excluding private parks.	240	\$3,563 \$3,484	\$3,563 \$3,484	\$3,563 \$3,484	\$3,563 \$3,484
	225	\$2,802 \$2,741	\$2,802 \$2,741	\$2,802 \$2,741	\$2,802 \$2,741
	253	\$2,215 \$2,166	\$2,215 \$2,166	\$2,215 \$2,166	\$2,215 \$2,166
Parks.	253 PA 30	\$3,716 \$3,635	\$3,716 \$3,635	\$3,716 \$3,635	\$3,716 \$3,635
	256	\$25,427	\$25,427 \$24,868	\$25,427 \$24,868	\$25,427 \$24,868
	285	\$2,883 \$2,820	\$2,883 \$2,820	\$2,883 \$2,820	\$2,883 \$2,820
	288	\$2,491 \$2,436	\$2,491 \$2,436	\$2,491 \$2,436	\$2,491 \$2,436
	OPA1 (Ridgeline)	\$4,359 \$4,263	\$4,359 \$4,263	\$4,359 \$4,263	\$4,359 \$4,263
	All others*				

Commercial, Industrial and Public Authority – Office Building

	IMPROVEMENT DISTRICT	Commercial	Industrial	Public Authority
Connection Fees Per Gross Acre	1 (201)*	\$36,194 \$35,397	\$63,147 \$61,757	\$36,194 \$35,397
	212	\$21,195 \$20,728	\$21,195 \$20,728	\$21,195 \$20,728
	213	\$26,340 \$25,764	\$0 \$0	\$13,620 \$13,320
	240	\$16,271 \$15,943	\$0 \$0	\$16,271 \$15,943
	225	\$13,699 \$13,398	\$16,206 \$15,849	\$9,766 \$9,554
	253	\$10,165 \$9,941	\$16,867 \$16,496	\$10,165 \$9,941
	253 PA 30	\$16,570 \$16,205	\$27,495 \$26,890	\$16,570 \$16,205
	285	\$5,765 \$5,643	\$5,765 \$5,643	\$5,765 \$5,643
	288	\$9,832 \$9,616	\$9,832 \$9,616	\$9,832 \$9,616
	All others*			

Parks, Churches and Commercial Recreational Facilities


	IMPROVEMENT DISTRICT	Fee
Connection Fees Per Fixture Unit	1 (201)*	\$400.44
	240	\$242.07 \$236.74
	225	\$214.72 \$209.99
	253	\$159.31 \$156.80
	253 PA 30	\$259.70 \$253.99
	288	\$65.24
	All others*	


*Connection fees will be set by the Board of Directors upon request for initial service for each such improvement district.


Schools (Public and Private)

	IMPROVEMENT DISTRICT	Primary & Intermediate	Secondary
Connection Fees Per 100 Students Average Daily Attendance	1 (201)*	\$18,975 \$18,557	\$25,303 \$24,746
	240	\$11,441 \$11,189	\$15,257 \$14,924
	225	\$10,088 \$9,866	\$13,451 \$13,155
	253	\$7,485 \$7,320	\$9,980 \$9,760
	253 PA 30	\$12,202 \$11,933	\$16,269 \$15,944
	288	\$3,141 \$3,072	\$4,186 \$4,093
	All Others*		

July 27, 2015

Prepared by: Rob Jacobson 

Submitted by: Cheryl Clary 

Approved by: Paul Cook 

ACTION CALENDAR

REQUEST TO REVISE TERMS OF JOINT COMMUNITY FACILITIES AGREEMENT FOR THE CENTRAL PARK WEST/IRVINE BUSINESS CENTER DEVELOPMENT

SUMMARY:

In September 2004, a Joint Community Facilities Agreement (JCFA) was executed by the Irvine Ranch Water District (District), Santa Ana Unified School District (SAUSD) and developer KFPLB Michelson Jamboree, LLC (Lennar) which allowed for a portion of the proceeds from a Community Facilities District (CFD) financing to be used toward water and sewer infrastructure costs at the Central Park West development in the Irvine Business Center. Based on residual CFD funds currently remaining, Lennar is requesting an increase in the JCFA's limit towards water and sewer facility infrastructure costs from \$2.5 million to a maximum \$3.0 million. Staff recommends that the Board approve the increase, subject to a previous requirement that the CFD proceeds shall not be applied toward developer connection fees.

BACKGROUND:

When completed, the Central Park West project will redevelop the former Parker-Hannifin site of approximately 43 acres located on the northeast corner of Michelson and Jamboree into primarily residential use with some office and retail. Based on the recently updated master plan, the project will include 1,275 dwelling units, 26,700 square feet of commercial uses and about 10 acres will be dedicated for parks, streets, and easements. To date, 672 homes including a 240-unit apartment property have been completed and are occupied. Construction of the remaining phases is expected to begin in early 2016.

In September 2004, a JCFA was executed between IRWD, SAUSD and Lennar which allowed for a portion of the proceeds from a planned CFD financing to be used toward water and sewer infrastructure costs. A copy of the JCFA is attached as Exhibit "A". CFD No. 2004-1 bonds in the amount of \$11.8 million were issued in 2005, with JCFA authorization to fund up to \$2.5 million of IRWD facilities. To date, \$2,548,000 of costs related to IRWD facilities has been expended and additional costs are anticipated during the remaining phases of the project. General obligation bonding authority is not available in the project's Improvement District.

As a result of interest earnings on bond proceeds, \$106,000 remains in the IRWD facilities account. Additional funds also remain in the Orange County Fire Authority (OCFA) account from interest earnings, as well as an expected refund of fees from OCFA due to a reduction in the number of residential units and commercial square footage in the revised master plan. According to Lennar, additional funds expected to be available from the OCFA account total approximately \$181,000. Lennar's intent is to reallocate unspent OCFA funds to the IRWD facilities account, resulting in an estimated total of \$287,000 available for IRWD facilities costs. The total OCFA refund amount could increase if additional unit reductions occur.

Based on residual CFD funds anticipated to be available, Lennar is requesting that IRWD approve one or more amendments, increasing the JCFA's limit for water, recycled water and sewer facility infrastructure costs from \$2.5 million to a maximum of \$3.0 million. The increase(s) would provide sufficient capacity for funds already spent in excess of \$2.5 million, for residual unspent IRWD facilities funds and for unspent OCFA funds remaining and anticipated. A proposed amendment prepared by SAUSD's bond counsel providing an initial increase of the limit to \$2.75 million is attached as Exhibit "B", and has been approved by the SAUSD Board.

Based on the remaining unspent proceeds available and lack of general obligation bonding authority for the subject Improvement District, staff recommends that the Board approve a total increase in the JCFA limit up to a maximum \$3.0 million, subject to a previous requirement that CFD proceeds shall not be applied toward developer connection fees.

FISCAL IMPACTS:

Approval of the requested increase will allow for use of remaining CFD No. 2004-1 bond proceeds by the developer for IRWD facilities costs. There is no expected fiscal impact to the District.

ENVIRONMENTAL COMPLIANCE:

Not Applicable.

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on July 20, 2015.

RECOMMENDATION:

THAT THE BOARD APPROVE ONE OR MORE AMENDMENTS TO THE 2004 JOINT COMMUNITIES FACILITIES AGREEMENT INCREASING THE LIMIT FOR WATER, RECYCLED WATER AND SEWER RELATED INFRASTRUCTURE COSTS FROM \$2.5 MILLION TO A MAXIMUM \$3.0 MILLION, SUBJECT TO PREVIOUS REQUIREMENTS THAT CFD PROCEEDS SHALL NOT BE APPLIED TOWARD DEVELOPER CONNECTION FEES, AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AMENDMENT(S) SUBJECT TO ANY NON-SUBSTANTIVE CHANGES.

LIST OF EXHIBITS:

Exhibit "A" – 2004 Joint Community Facilities Agreement
Exhibit "B" – Proposed JCFA Amendment Terms

Exhibit "A"

JOINT COMMUNITY FACILITIES AGREEMENT

among

SANTA ANA UNIFIED SCHOOL DISTRICT

and

IRVINE RANCH WATER DISTRICT

and

KFPLB MICHELSON JAMBOREE, LLC

a Delaware Limited Liability Company

relating to

**COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF SANTA ANA UNIFIED SCHOOL DISTRICT**

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") is entered into effective as of the 28th day of September, 2004, by and among the SANTA ANA UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "School District"), the IRVINE RANCH WATER DISTRICT, a California water district organized and existing under Section 34000 *et seq.* of the California Water Code ("IRWD"), and KFPLB MICHELSON JAMBOREE, LLC, a Delaware limited liability company (the "Company"), and relates to the proposed formation by the School District of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the "District") for the purpose of financing certain facilities to be owned and operated by IRWD and more particularly described on Exhibit B hereto (the "Water Facilities").

RECITALS:

- A. The Company is the master developer of the land described in Exhibit A hereto (the "Property") which is located in the City of Irvine in the County of Orange.
- B. The Company as the master developer of the Property intends to obtain, or has obtained, the necessary development approvals to construct up to one thousand three hundred eighty (1,380) residential units and up to one hundred nine thousand seven hundred (109,700) square feet of commercial development on the Property and to provide the required infrastructure for such units and improvements. The required infrastructure includes the Water Facilities.
- C. The School District will have primary responsibility for the formation and administration of the District.
- D. The Company has requested the Board of the School District (the "Board") to form and establish the District on the Property pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part I of Division 2 of Title 5 of the California Government Code (the "Act").
- E. The provision of the Water Facilities is necessitated by the development of the Property and the parties hereto find and determine that the residents residing, and the commercial users operating, within the boundaries of the District will be benefited by the construction and/or acquisition of the Water Facilities and that this Agreement is beneficial to the interests of such residents and users.
- F. The parties hereto intend to have the District assist in financing the construction and/or acquisition of the Water Facilities by disbursing to IRWD proceeds of bonds issued by the District up to the amount of \$2,500,000 (the "Water Facilities Amount").
- G. IRWD is authorized by Section 53313.5 of the Act to assist in the financing of the acquisition and/or construction of the Water Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among IRWD, the Company and the School District, pursuant to which the District, when formed, will be authorized to finance the construction and/or acquisition of the Water Facilities in the amount of up to \$2,500,000. As authorized by Section 53316.6 of the Act, responsibility

for providing for and operating the Water Facilities is delegated to IRWD to the extent set forth herein.

H. The parties hereto intend to have the District assist in financing the Water Facilities by transferring to IRWD (by means of direct payment to the Company) a portion of the bond proceeds of the District, in accordance with the terms of this Agreement and pursuant to the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Sale of Bonds and Use of Proceeds. The purpose of this Agreement is to provide a mechanism by which the Company may request the District to issue bonds to provide funds to finance the Water Facilities.

In the event that the District is formed, the Board of the School District acting as the legislative body of the District may, in its sole discretion, finance the design, construction and acquisition of the Water Facilities by issuing bonds (the "Bonds"). To the extent that the District determines, in its sole direction, that Bond proceeds are available to finance the Water Facilities, it shall reserve an amount not to exceed the Water Facilities Amount for such purpose; provided, however, that the School District agrees that, without the prior written consent of the Company, the portion of the Water Facilities Amount to be funded by the District shall not exceed \$2,000,000.

The Company and IRWD acknowledge that the timing of the disbursement of the Water Facilities Amount to IRWD shall be in all respects subject to the sole discretion and approval of the School District. In no event will an act, or an omission or failure to act, by the School District or the District with respect to the disbursement or nondisbursement of the Water Facilities Amount subject the District or the School District to pecuniary liability hereunder.

The Bonds shall be issued only if, in its sole discretion, the Board determines that all requirements of state and federal law and all School District policies have been satisfied or have been waived by the School District. In no event shall the Company or IRWD have a right to compel the issuance of the Bonds or the disbursement of Bond proceeds to fund the Water Facilities Amount. Delays in disbursement, failure to disburse or insufficiency of the amount of disbursement of Bond proceeds shall not relieve the Company of its obligations to provide the Water Facilities to IRWD pursuant to the Service Agreement to be entered into between the Company and IRWD (in accordance with IRWD's Rules and Regulations).

3. Disbursements.

(a) Bond proceeds of the District designated for the Water Facilities shall be held by the District in a special fund designated the "Water Facilities Subaccount of the Project Account of the Acquisition and Construction Fund" (the "Water Facilities Account") which shall

be invested by the fiscal agent (the "Fiscal Agent") for the Bonds, as directed by the School District and earn and accumulate its own interest. In the event that the District has deposited Bond proceeds to the Water Facilities Account to fund all or a portion of the Water Facilities Amount, the School District shall notify IRWD and the Company, in writing, as to the amount of Bond proceeds so deposited. All interest earnings on amounts in the Water Facilities Account shall remain in the Water Facilities Account and will be available for disbursement for the Water Facilities as described below.

(b) The Treasurer shall make disbursements from the Water Facilities Account in accordance with the terms of this Agreement and neither the School District nor the District shall be responsible to IRWD for costs incurred by IRWD as a result of withheld or delayed disbursements. The Company agrees to reimburse IRWD for any such costs to the extent the same are not reimbursable under paragraph (e) of this Section.

(c) IRWD and the Company agree that they will request a disbursement of Bond proceeds only for costs related to the Water Facilities that are eligible for financing under the Act. IRWD agrees that prior to requesting disbursement from the District it shall review and approve all costs included in its request and that it will have received written confirmation from the Company that the Company has already paid such costs of Water Facilities from its own funds or will use the disbursement amount to pay costs of the Water Facilities within five banking days of receipt of funds from the District. Any such disbursement of Bond proceeds for costs related to the Water Facilities shall be made directly to the Company. IRWD and the Company agree that in processing disbursements they will comply with all legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto.

(d) The Company and IRWD shall submit a request for payment along with adequate supporting documentation to the District which shall be in the form attached hereto as Exhibit C, which shall be signed by an authorized signatory of the Company, and by the Director of Engineering and Planning, or written designee of IRWD, and which shall be for the exact amount to be reimbursed to the Company pursuant to Section 3(c) above, which costs shall in no event exceed the amount remaining on deposit in the Water Facilities Account. Upon receipt of an approved payment request completed in accordance with the terms of this Agreement, the Fiscal Agent shall wire transfer such portion of requested funds (or, in the Fiscal Agent's discretion, issue a check if the transfer is less than \$50,000) as are then available for release pursuant to the documents pursuant to which the Bonds are issued to the Company's bank account, as directed by the Company.

(e) Upon presentation of a request therefor to the District, IRWD shall also be entitled to reimbursement from special taxes collected by the District, and not required to pay principal or interest on the Bonds, Bond reserve replenishment or District administrative expenses, for the reasonable administrative costs incurred by IRWD in performing its obligations pursuant to this Agreement (i) in an aggregate amount not to exceed Twenty-Five Thousand Dollars (\$25,000) with respect to costs incurred until and including the date of this Agreement and (ii) in an aggregate amount not to exceed Fifteen Thousand Dollars (\$15,000) with respect to costs incurred after the date of this Agreement. The Company agrees to reimburse IRWD for

any such costs to the extent the same are not reimbursable under the foregoing provisions of this paragraph (e).

4. Construction and Ownership of Facilities. The Company will complete the design of the Water Facilities described in Exhibit B and the plans and specifications for construction of the Water Facilities and will be responsible for constructing the Water Facilities. The Company covenants and agrees that with respect to the Water Facilities it will comply with all statutory provisions applicable to the design and construction of public works projects. The Water Facilities shall be acquired by IRWD and shall remain the property of IRWD. In addition to the foregoing, the design and construction of the Water Facilities shall be performed in a manner consistent with a Service Agreement to be entered into between IRWD and the Company pursuant to IRWD's Rules and Regulations. In order to receive service from IRWD, the Company must, in addition to providing the Water Facilities, meet all of the other applicable requirements of IRWD's Rules and Regulations.

5. Indemnification. The School District shall assume the defense of, indemnify and save harmless, IRWD, the Company and their officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the School District with respect to this Agreement; provided, however, that the School District shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. The Company shall assume the defense of, indemnify and save harmless, the School District, their officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of IRWD or of the Company with respect to this Agreement, and the design, engineering and construction of the Water Facilities by the Company; provided, however, that the Company shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

6. Allocation of Special Taxes. The Board of Education, as the legislative body of the District, expects to annually levy a special tax as provided for in the formation proceedings of the District. The entire amount of any special tax levied by the District to repay Bonds, or to fund other obligations, shall be allocated to the District.

7. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

9. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

School District: Santa Ana Unified School District
1601 E. Chestnut Avenue
Santa Ana, CA 92701-6322
Attn: Assistant Superintendent, Facilities
and Government Relations

IRWD: Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92718
Attn: Dave Ferguson

Company: KFPLB Michelson Jamboree, LLC
511 Lexington Avenue at 48th Street, Suite 2205
New York, NY 10017
Attn: Vijay Raina

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

10. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

11. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

12. Governing Law and Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other parties hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other parties with the terms of this Agreement thereafter.

14. No Third Party Beneficiaries. No person or entity other than the District when and if formed shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than IRWD, the School District, the District and the Company (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and first year written above.

SANTA ANA UNIFIED SCHOOL DISTRICT

By: Richard White
Its: Assistant Superintendent, Facilities &
Government Relations

KFPLB MICHELSON JAMBOREE, LLC,
a Delaware limited liability company

By: KPF Irvine Associates, LLC,
a Delaware limited liability company,
managing member

By: KPF Irvine LLC,
a Delaware limited liability
company, managing member

By: KPF Holdings, LTD.,
a Texas limited partnership,
Sole member

By: Grosvenor, L.P.,
a Texas limited liability
company, general partner

Mahmood J. Khimji
By: Mahmood J. Khimji,
Authorized signatory

IRVINE RANCH WATER DISTRICT

By: [Signature]
Its: General Manager

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EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel 1, in the City of Irvine, County of Orange, State of California, as shown on a map filed in Book 2, Page 2 of Parcel Maps, in the office of the County Recorder of said county.

EXHIBIT B

DESCRIPTION OF WATER FACILITIES

The following facilities will be constructed by the Company:

Domestic water facilities to be constructed to serve the Property including water lines, valves, tees, meters, fire hydrants, backflow prevention devices, and other water facilities necessary to serve the Property.

Reclaimed water facilities to be constructed to serve the Property including reclaimed water lines, valves, backflow prevention devices, and other reclaimed water facilities necessary to serve the Property.

Sewer facilities to be constructed to serve the Property including sewer lines, manholes, and other sewer facilities necessary to serve the Property.

EXHIBIT C

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2004-1 of the Santa Ana Unified School District (“CFD No. 2004-1”) is hereby requested to pay from the Water Facilities Account of the Acquisition and Construction Fund established by the Board of Santa Ana Unified School District (the “School District”) in connection with its CFD No. 2004-1 Special Tax Bonds (the “Bonds”), to KFPLB Michelson Jamboree, LLC (the “Company”), as Payee, the sum set forth below in payment of project costs described below.

2. The Company certifies that the amount requested has been expended or encumbered for the purposes of constructing and completing Water Facilities, and that the attached supporting documentation is correct and complete. The amount requested is due and payable under, or is encumbered for the purpose of funding, a purchase order, contract or other authorization with respect to the project costs described below and has not formed the basis of a prior request or payment.

3. Description of Water Facilities Costs:

4. Amount requested: \$ _____.

5. The amount set forth is authorized and payable pursuant to the terms of the Joint Community Facilities Agreement among the School District, the Company and Irvine Ranch Water District (“IRWD”) dated as of _____, 2004 (the “Agreement”). Capitalized terms not defined herein shall have the meaning set forth in the Agreement. The Company confirms that the amount set forth constitutes costs of design and construction of the Water Facilities that are eligible for financing under the Act. The Company confirms that the Company has already paid such costs of Water Facilities from its own funds or will use the disbursement amount to pay costs of the Water Facilities within five banking days of receipt of funds from the District and that this disbursement complies with all legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto.

6. Total payments to the Company for the Water Facilities from CFD No. 2004-1, including the amount to be paid under paragraph 4 above, will not exceed the maximum amount (\$2,500,000) to be disbursed for Water Facilities under the Agreement.

Signatures continued

Executed by an authorized representative of the Company.

By: _____

Name: _____

Title: _____

Date: _____

Request No. _____

Agreed to:

IRVINE RANCH WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "B"

FIRST AMENDMENT TO JOINT COMMUNITY FACILITIES AGREEMENT

THIS FIRST AMENDMENT TO JOINT COMMUNITY FACILITIES AGREEMENT (this "First Amendment"), executed and entered into as of July 1, 2015 in connection with the \$7,735,000 Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds, is by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "School District"), the IRVINE RANCH WATER DISTRICT, a California water district organized and existing under Section 34000 *et seq.* of the California Water Code ("IRWD"), and LENNAR HOMES OF CALIFORNIA, INC., a California Corporation ("Lennar");

WITNESSETH:

WHEREAS, the School District, IRWD and KFPLB Michelson Jamboree LLC, a California limited liability company, as the owner of certain property (the "Property") within Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the "District"), entered into that certain Joint Community Facilities Agreement (the "Original Agreement"), effective as of September 28, 2004, for the purpose of assisting with the construction and/or acquisition of certain water facilities within the District;

WHEREAS, the District was formed on September 28, 2004;

WHEREAS, KFPLB Michelson Jamboree LLC transferred its interests in the Property to Lennar KFPLB, LLC, a single purpose Delaware limited liability company;

WHEREAS, Lennar subsequently acquired portions of the Property;

WHEREAS, under the Original Agreement, the total amount of bond proceeds that could be allocated towards the construction and/or acquisition of Water Facilities was \$2,500,000; and

WHEREAS, the parties now desire to increase the total amount of bond proceeds that can be allocated towards the construction and/or acquisition of Water Facilities by \$250,000 to \$2,750,000;

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

Section 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Original Agreement.

Section 2. Increase in Water Facilities Amount. The term "Water Facilities Amount" in the Original Agreement is hereby revised to mean \$2,750,000, and all other references to \$2,500,000 in the Original Agreement are hereby revised to mean \$2,750,000.

Section 3. Effectiveness of Original Agreement. Other than as set forth in Section 2, all terms of the Original Agreement shall remain in full force and effect.

Section 4. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
Assistant Superintendent, Facilities and Government
Relations

IRVINE RANCH WATER DISTRICT

By: _____
General Manager

**LENNAR HOMES OF CALIFORNIA, INC., a
California Corporation**

By: _____
Its: _____

July 27, 2015

Prepared by: J. Moeder/R. Thatcher/R. Mori

Submitted by: K. Burton 

Approved by: Paul Cook 

ACTION CALENDAR

EASEMENT AGREEMENT WITH TUSTIN UNIFIED SCHOOL DISTRICT FOR TUSTIN LEGACY WELL SITE

SUMMARY:

IRWD owns Well 21P2, which is adjacent to Heritage School in the Tustin Legacy development of the City of Tustin. The well was destroyed in 2010 after reaching the end of its useful life. The existing well site is too small to accommodate the drilling of a new well. In an effort to preserve IRWD's future interest in this well site, staff negotiated an easement agreement with Tustin Unified School District (TUSD), which would allow IRWD to enlarge the existing well site. The enlarged site would provide adequate space for the construction of a replacement well and associated wellhead facilities in the future. Staff recommends that the Board:

- Authorize a budget increase in the amount of \$143,000, from \$269,500 to \$412,500, for Project 11881;
- Approve an Expenditure Authorization in the amount of \$412,500 for Project 11881; and
- Authorize the General Manager to execute the Agreement for Acquisition of Easement with TUSD for the Tustin Legacy well site.

BACKGROUND:

The District's 2014 Groundwater Work Plan identified that an additional 11,000 acre-feet (AF) of groundwater would be required by 2020, assuming development continues at its current pace and Orange County Water District (OCWD) recognizes recycled water as a supplemental source in the Basin Production Percentage calculation. The Well 21P2 site was identified in the Groundwater Work Plan as a near-term project to be completed by 2020 and is projected to meet approximately 10% of the additional 11,000 AF groundwater goal. The work plan identified two different options for the well depending on the water quality of the new well. The first option, assuming the groundwater does not need treatment, would bring the water directly into the Wells 21 and 22 Desalter product water pipeline in the intersection of Edinger Avenue and Red Hill Avenue. The second option, assuming treatment is required, would convey the water from this well to the existing Wells 21 and 22 Desalter to augment supplies from Wells 21 and 22 and possibly expand the treatment capacity if necessary.

IRWD acquired Well 21P2 from the Irvine Company in 1989. The well site is approximately 80 feet square with 30 feet currently within the Red Hill Avenue right of way. A new groundwater well on the site, which is surrounded by property owned by TUSD, is anticipated to produce about 1,000 gallons per minute. Based on water quality data from nearby monitoring wells owned by OCWD, water from a replacement well may not require treatment. If treatment is required and depending on the type of required treatment, the well site is conveniently located near the Wells 21 and 22 Desalter and could readily augment supplies to the Desalter or, depending on the water quality, blend with the finished product water from the Desalter.

Easement Agreement with TUSD:

TUSD and staff prepared an easement agreement for additional land, as shown in Exhibit "A". As part of the agreement, the existing 80 feet by 80 feet site will become 180 feet by 50 feet of usable area, which is large enough to drill and equip a new well. Based on the appraised land value, the exclusive easement from TUSD will cost \$180,000 as shown in the agreement attached as Exhibit "B". Staff anticipates that the new well will be drilled on the existing well site and the new easements will be used primarily for construction, equipping, and maintenance of the new well. TUSD's Board of Directors approved the agreement at its June 22, 2015 Board meeting.

The property surrounding the existing well site was originally owned by the Department of Navy. When the Marine Corps Air Station (MCAS) Tustin closed, the property was conveyed to TUSD in 2003 with the covenant that the property be used for educational purposes with any other use being subject to approval by the Department of Education. TUSD currently uses the property as a school site named Heritage School. As part of the preparation of the easement agreement, the Department of Education has reviewed the easement agreement and issued a letter of consent that indicates upon execution of the agreement, a portion of the \$180,000 shall be paid to the Department as outlined in the 2003 deed to TUSD.

Heritage School is currently utilized by TUSD as a continuation high school and adult education campus, but TUSD anticipates converting the school to a full-time elementary school in the next few years. TUSD has requested that IRWD minimize construction-related impacts once the school becomes a full-time elementary school. As such, upon execution of the easement agreement, staff will remove portions of the existing wall around the existing site and construct a new wall around portions of the new well site in an effort to minimize future construction impacts to the school.

Next Steps:

Upon receiving the Board's approval to purchase the easement from TUSD, staff will perform the following:

1. Prepare the draft Domestic Water Source Assessment and Protection program;
2. Execute the easement agreement with TUSD;
3. Finalize the payments to TUSD and the Department of Education;
4. Perform minor site-grading improvements and construct a new perimeter wall;
5. Contract with a hydrogeologist to further investigate the potential water quality of a replacement well; and
6. Contract with a consultant to prepare a preliminary well design.

FISCAL IMPACTS:

Project 11881 (6215) is included as a flagged project in the FY 2015-16 Capital Budget. Staff requests a budget increase and an Expenditure Authorization, as shown in the table below and in

Exhibit “C”, to fund the land acquisition, wall improvements and preliminary well design. Staff also requests changing the funding splits to “Regional Domestic Water Split with Enhancement” because the funding split is incorrectly listed in the Capital Budget as 100% to ID 113.

Project No.	Current Budget	Addition <Reduction>	Total Budget	Existing EA	This EA Request	Total EA Request
11881 (6215)	\$269,500	\$143,000	\$412,500	\$0	\$412,500	\$412,500

ENVIRONMENTAL COMPLIANCE:

This project is subject to the California Environmental Quality Act (CEQA). In conformance with the California Code of Regulations Title 14, Chapter 3, Section 15004, the appropriate environmental document will be prepared when "meaningful information" becomes available. It is expected that preliminary analysis will lead to preparation of a Notice of Exemption for the project.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on July 21, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE A BUDGET INCREASE IN THE AMOUNT OF \$143,000, FROM \$269,500 TO \$412,500, FOR PROJECT 11881 (6215); APPROVE AN EXPENDITURE AUTHORIZATION IN THE AMOUNT \$412,500 FOR PROJECT 11881 (6215); AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT FOR ACQUISITION OF EASEMENT WITH TUSTIN UNIFIED SCHOOL DISTRICT FOR THE TUSTIN LEGACY WELL SITE SUBJECT TO COMPLETING THE DOMESTIC WATER SOURCE ASSESSMENT AND PROTECTION PROGRAM WITH MINIMAL WATER QUALITY CONCERNS.

LIST OF EXHIBITS:

- Exhibit “A” – Tustin Legacy Well Site at Heritage School
- Exhibit “B” – Agreement for Acquisition of Easement
- Exhibit “C” – Expenditure Authorization

EXHIBIT "A"

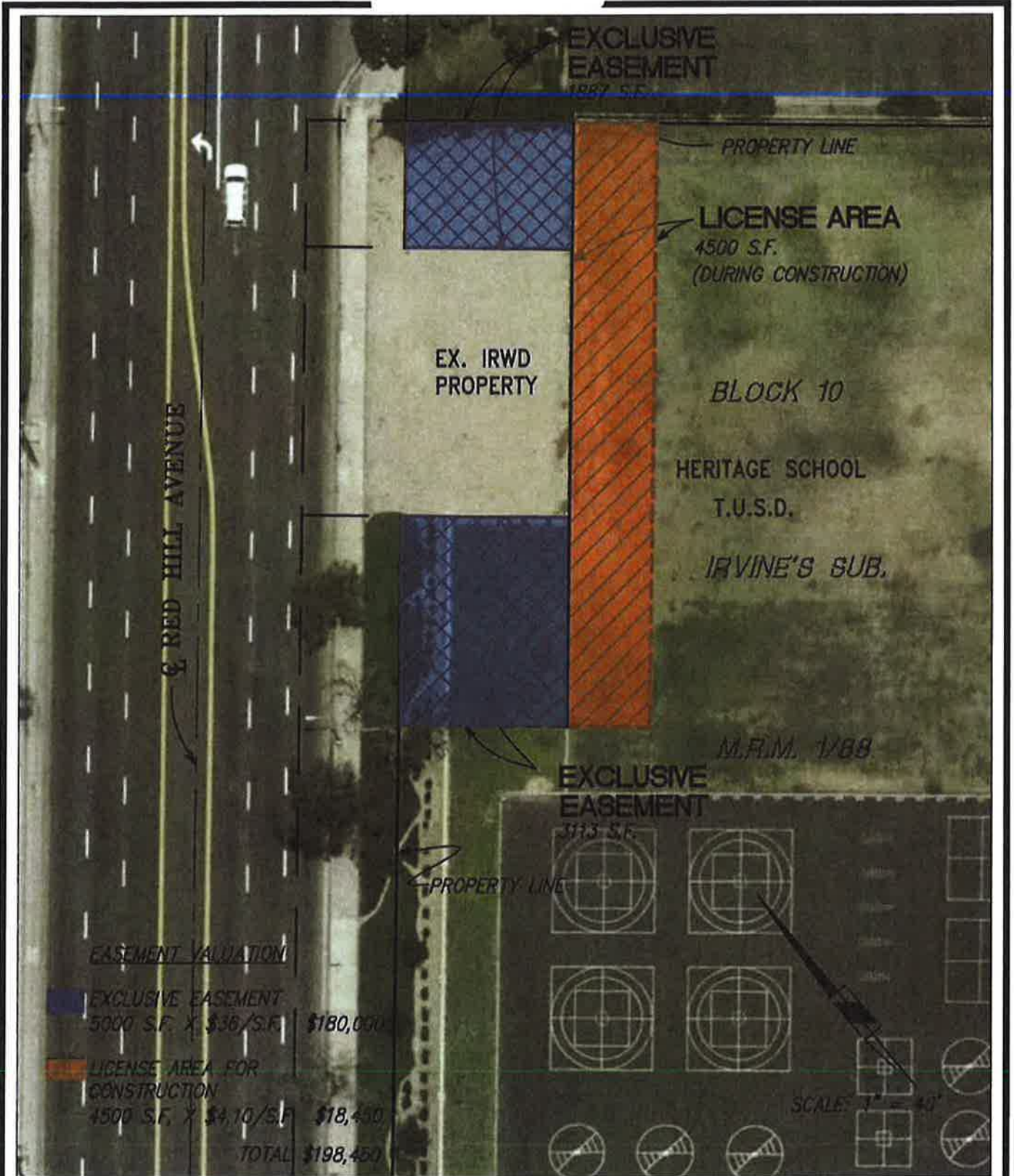


EXHIBIT "A"

TUSTIN LEGACY WELL
EASEMENT ACQUISITION



IRVINE RANCH WATER DISTRICT
15600 SAND CANYON AVENUE, IRVINE, CA 92619

JANUARY 7, 2015

SHEET 1 OF 1 SHEET

EXHIBIT "B"

AGREEMENT FOR ACQUISITION OF EASEMENT

THIS AGREEMENT FOR ACQUISITION OF EASEMENT ("Agreement") is made as of _____, 2015, by TUSTIN UNIFIED SCHOOL DISTRICT ("Transferor"), a California public school district organized and existing pursuant to California law, and IRVINE RANCH WATER DISTRICT, a California water district duly organized and existing under Division 13 of the California Water Code ("Transferee") (Transferor and Transferee being in some instances together referred to as the "Parties"), as follows:

1. Conveyance.

(a) Well Easement. Subject to the terms and conditions contained herein, Transferee shall accept from Transferor, and Transferor shall convey to Transferee, the perpetual, exclusive easement ("Easement") in the form of, and covering that portion of Transferor's property shown and described in, EXHIBIT "1" attached hereto, situated in Orange County, California (the "Easement Area"). Transferee shall cause the Easement to be recorded upon its receipt of this Agreement and execution and delivery by Transferee and Transferor of the Easement and Entry Permit.

(b) Temporary Right of Entry. At the time of entering into this Agreement, Transferee believes that the Easement will provide sufficient space for its proposed uses. If Transferee so requests in conjunction with its proposed commencement of the use of the Easement, Transferor agrees to reasonably consider providing to Transferee a temporary right of entry for construction purposes in the form attached as EXHIBIT "2" hereto ("Entry Permit") to permit Transferee to enter that certain portion of Transferor's property described and depicted, respectively, in Exhibits "A" and "B" of EXHIBIT "2" attached hereto, situated in Orange County, California (the "Temporary Construction Area"), provided that the Temporary Construction Area is available at that time and Transferee's use of the Temporary Construction Area would not interfere with Transferor's use of its adjacent property for school purposes. If Transferor and Transferee agree to Transferee's use of the Temporary Construction Area, Transferee and Transferor shall execute and deliver the Entry Permit, with such modifications as they may agree to make.

2. Consideration. As consideration for this Agreement and the Easement, Transferee shall, in addition to performing all of its obligations under this Agreement, (a) concurrently with the execution of this Agreement pay to Transferor the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), which is acknowledged by Transferor and Transferee to be the fair market value of the Easement, and (b) concurrently with execution of this Agreement, indicate, by proper execution of certificates of acceptance, its acceptance of the Easement. If and when the Entry Permit is granted pursuant to Section 1(b), Transferee shall pay to Transferor the additional amount of Eighteen Thousand Nine Hundred Dollar (\$18,900.00) concurrently with the execution of the Entry Permit, which is acknowledged by Transferor and Transferee to be the fair market value of the Entry Permit at the date hereof; provided, that such amount shall, at the time the Parties execute the Entry Permit, be adjusted in the same percentage as the increase, if any, in the Consumer Price Index (All Items) for Urban Consumers for the Los Angeles Metropolitan Area, published by the United States Department of Labor, Bureau of Labor

Statistics, during the period between the date of this Agreement and execution by the Parties of the Entry Permit.

3. Costs and Prorations.

(a) Closing Costs. Transferee shall bear all of the cost of any title insurance policy that Transferee elects to obtain in connection with its acceptance of the Easement. Such title insurance shall be subject only to the exceptions agreed to by Transferee as set forth in Section 4 below and the standard printed exceptions and stipulations contained in said policy. All recording costs or fees incurred by either party in connection with the recordation of the Easement shall be paid by Transferee.

(b) Taxes. Transferee and Transferor are both exempt from property taxation on their property within their respective jurisdictions, and accordingly expect that the Easement shall result in no property taxation or taxable possessory interest. However, in the event any property tax or possessory interest tax is assessed in connection with the Easement or the Entry Permit, the Transferee shall pay any and all such taxes.

4. Condition of Property Prior to Transfer. By executing this Agreement, Transferee acknowledges and agrees that it has had unqualified opportunities to investigate and inspect the Easement Area and the Temporary Construction Area. Therefore, notwithstanding anything to the contrary, Transferee accepts, without any representation or warranty whatsoever having been made by Transferor or any agents or representatives of Transferor concerning the condition or the suitability thereof for any use by Transferee, proposed or otherwise (i) the Easement Area in its "AS-IS" and "WITH ALL FAULTS" condition existing as of the date hereof, and, (ii) if the Entry Permit is entered into, the Temporary Construction Area in its "AS-IS" and "WITH ALL FAULTS" conditions existing as of the date of the Entry Permit. Transferee hereby waives and releases any and all claims, demands, and other rights, without limitation, that Transferee now or in the future may have against Transferor relating to the condition of the Easement Area and/or the Temporary Construction Area. In connection with the foregoing waiver and release of the Transferor, the Transferee also expressly waives and releases any and all benefits and protections of California Civil Code Section 1542, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5. Responsibility for Condition. Transferee hereby acknowledges that, in connection with matters arising from this Agreement, Transferor shall not be obligated to provide or pay for any improvement work or services related to the Easement Area or Temporary Construction Area. In connection with Transferee's actions pursuant to this Agreement, and at Transferee's sole cost and expense, Transferee shall: (a) be responsible for maintaining and repairing, reasonable wear and tear excepted, the Easement Area and, commencing upon the Commencement Date, as defined in the Entry Permit, and through the termination of the Entry Permit, the Temporary Construction Area; (b) prevent or remedy the destruction, damage or deterioration of all or any portion of the Easement Area and/or Temporary Construction Area, or any improvements located in, on or under the Easement Area and/or Temporary Construction Area, arising from or in any way related to (i) the acts or omissions of Transferee or (ii) any

breach by Transferee of any of its obligations under this Agreement, unless and to the extent any of the foregoing are held by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of Transferor; and (c) comply with all applicable laws, rules and regulations pertaining to Transferee's use, enjoyment, repair and maintenance of the Easement Area and/or Temporary Construction Area.

6. No Assignment. Transferee shall not sell or assign its rights and interest under this Agreement, in whole or in part, to any person or entity except another governmental entity. Any such attempted sale or assignment made in violation of this provision shall be null and void. Transferor shall have no liability or responsibility to any authorized purchaser or assignee of Transferee prior to receipt by Transferor of written notice of sale or assignment from Transferee, which notice must specify the extent and scope of the sale or assignment. Notwithstanding anything to the contrary, this Agreement and the Easement hereby granted are subject to the provisions of that certain "Quitclaim Deed and Environmental Restriction" dated January 30, 2003, and granted by the U.S. Department of Education, including, but not limited to, the condition subsequent set forth in Section 6(2) therein. The Parties agree that pursuant to such condition subsequent, a consent instrument shall be requested from the U.S. Department of Education for the Easement Area and the Temporary Construction Area and shall be recorded with the Easement, if provided in recordable form.

7. Mutual Representations and Warranties. In addition to all other representations and warranties, if any, set forth in this Agreement, each party represents and warrants to the other as follows:

(a) Due Authorization. The execution of this Agreement by it, its delivery to the other party pursuant hereto, and the performance of its obligations under this Agreement have been duly authorized by its governing board and no further act or other authority is necessary on its part for such execution, delivery and consummation.

(b) No Action or Proceedings. There is no suit, action or legal, administrative, arbitration or other proceeding or investigation pending or, to the knowledge of such party, threatened which affects its ability to perform its obligations hereunder or under the Conveyance Documents.

(c) Legal Effect. No representations, warranties or recommendations are made by Transferor or Transferee, or their respective agents, employees or attorneys, regarding the legal sufficiency, legal effect, or tax consequences of this Agreement, and each signatory hereto is advised to submit this Agreement to his or her or its respective attorney before executing it.

8. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and, upon reasonable request of the other party, to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Transferee shall reimburse Transferor for any and all costs the Transferor reasonably incurs in connection with any such request by the Transferee, subject to the October 2, 2014, letter agreement between Transferee and Transferor, and the September 8, 2014 letter referenced therein.

9. Miscellaneous.

(a) Survivability. All covenants of Transferee or Transferor herein that are expressly or by their nature intended to be performed in whole or in part after recordation of the Easement, and all representations, warranties and indemnities by either party to the other, shall survive recordation of the Easement and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns. Any agreements, understandings, warranties or representations not expressly contained herein shall in no way bind either Transferor or Transferee. Transferor and Transferee each expressly waives any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement, if any, not contained in or attached to this Agreement.

(b) Waiver, Consent and Remedies. In order to be valid and binding, waivers of any one or more provisions or requirements of this Agreement must be in writing and signed by the waiving party. No such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision, unless and to the extent specified in the written waiver. Except to the extent specified in a written waiver, a waiving party may at any time after the initial waiver require further compliance by the other party with any provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. Except as otherwise specified in this Agreement, (i) all rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other, and (ii) either party may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

(c) Attorneys' Fees. In the event any declaratory or other legal or equitable action is instituted between Transferor and Transferee in connection with this Agreement, then the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

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

Transferor:
Tustin Unified School District
Attention: Chief Financial Officer
300 South "C" Street
Tustin, CA 92780-3695

Transferee:
Irvine Ranch Water District
Attention: General Manager
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92718

Either party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. A notice or other document sent pursuant to this Subsection (d) shall be deemed served or delivered only upon actual receipt by the recipient. This Subsection (d) shall not be deemed or construed to apply to communications between the Parties for purposes of the day-to-day administration of this Agreement or to service of process in accordance with any applicable law or rule of court.

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

(g) Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. Except to the extent included herein, any and all prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded. The October 2, 2014 letter agreement between Transferee and Transferor, and the September 8, 2014, letter referenced therein, are not superseded or merged herein.

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

(i) Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.

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

(k) Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing that has been duly-approved and executed by both Transferee and Transferor.

(l) Counterparts. At Transferor's or Transferee's option, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(m) Facilities. Transferee represents that the facilities to be constructed by Transferee within the Easement will not include any school building as defined in Education Code Section 17283, and as such will not be subject to approval of construction plans or supervision of construction by the Department of General Services, Division of the State Architect ("DSA") under Education Code Sections 17280 and 17295. In the event such DSA approval is required, Transferee will be solely responsible to obtain the approval at its sole cost.

(n) Restoration of Existing Improvements. To the extent any actions by Transferee pursuant to this Agreement displace or damage existing improvements on or to the real property of which the Easement Area and Temporary Construction Area presently are a part, including, without limitation, any turf, sprinkler system, or other landscape improvements, Transferee shall restore the displaced or damaged improvements outside of the Easement Area to the reasonable satisfaction of Transferor.

(o) Design Review. Transferee shall submit to Transferor the plans for the well facilities and perimeter wall to be constructed within the Easement, at 60%, 90% and 100% completion of such plans. The purpose of such submittals shall be to permit Transferor to review and comment on the inclusion of provisions to address Transferor concerns such as, but not limited to, site security during construction, protection of students walking along Red Hill Avenue across construction traffic routes, dust control and site restoration. Transferor shall provide any comments on the plans to Transferee within twenty calendar days of any such submittal. Transferee and Transferor shall work together to resolve matters raised by Transferor's comments, and Transferee shall determine whether modifications can be made to the plans to address the comments without unreasonably impacting the well facilities project. In the event Transferee does not receive any comments from Transferor on the submitted plans within twenty calendar days after delivery of the same, Transferor shall be deemed to have approved the plans. In no event shall any such approval or deemed approval by the Transferor be deemed or construed to result in the Transferor having any responsibility or liability whatsoever for the matters addressed in the plans or for Transferee's actions in connection with this Agreement, including, without limitation, construction of the well facilities, site security, protection of students or others walking across or through construction traffic routes, dust control and/or site restoration, and, notwithstanding any such approval or deemed approval by Transferor, Transferee shall at all times remain solely responsible and liable in connection with such matters, except to the extent any liability arises from the active negligence or willful misconduct of Transferor, in which event, Transferor and Transferee shall be liable and responsible on a comparative basis.

The foregoing notwithstanding, Transferee agrees to (i) make reasonable efforts to schedule the drilling of the well facilities so that, to the maximum extent possible, the drilling work will occur during the summer months when a regular school year is not in session; and (ii) expeditiously complete any portion of such drilling work to be done during a regular school year when school is in session. Transferee estimates that, once commenced, the drilling work will require approximately five months to complete, subject to unforeseen circumstances beyond Transferee's control that can occur in well drilling work. To the extent any such unforeseen circumstances should occur or are revealed, Transferee shall make reasonable efforts to resolve them as quickly as possible, consistent with sound engineering and construction practices and the need to complete drilling in a single continuous effort. Except for (i) work, the timing for which Transferee has received Transferor's prior written approval, (ii) emergency work, (iii) construction of perimeter walls or temporary fencing, and (iv) site restoration, without limiting the foregoing, Transferee shall make reasonable efforts to schedule all construction, repair, maintenance, alteration and other work that will occur within the Easement Area or the Temporary Construction Area so that, to the maximum extent possible, the work shall be conducted during non-school hours. For purposes of the foregoing, the phrase "non-school hours" shall mean (i) all hours, on any day of the week, during the summer months when the regular school year is not in session; (ii) all hours, on any Saturday, Sunday or Transferor's school holiday during the regular school year; and (iii) before 7:00 a.m. and after 5:00 p.m. on

any day, other than a Saturday, Sunday or Transferor's school holiday, during the regular school year.

(p) Schedule. (i) Transferee shall not be required to commence design or construction of its facilities within the Easement within any specified time interval; and (ii) any delay by Transferee in commencing such design or construction shall not affect the rights and obligations of the parties under this Agreement or the Easement.

(q) Exhibits. All exhibits to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TRANSFEROR:

TUSTIN UNIFIED SCHOOL DISTRICT

By _____
Anthony Soria, Chief Financial Officer

TRANSFEEE:

IRVINE RANCH WATER DISTRICT,
a California water district

By: _____
Name: _____
Title: _____

EXHIBIT "1"

Recording Requested by and
Return to:

Ray Thatcher, District R/W Agent
Irvine Ranch Water District
15600 Sand Canyon Avenue
P. O. Box 57000
Irvine, California 92619-7000
IRWD Doc. E

ASSESSOR'S PARCEL NO(S):
430-282-16

FREE RECORDING REQUESTED:
Essential to Acquisition By
Irvine Ranch Water District
Government Code §6103

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Exempt from Documentary Transfer Tax per
Revenue and Taxation Code §11922

GRANT OF EASEMENT
TO
IRVINE RANCH WATER DISTRICT
BY
TUSTIN UNIFIED SCHOOL DISTRICT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TUSTIN UNIFIED SCHOOL DISTRICT ("TUSD"), a public school district organized and existing pursuant to California law, hereby grants and conveys to IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, ("IRWD" herein) (TUSD and IRWD being in some instances referred to herein individually as a "Party" and together as the "Parties"), a perpetual, exclusive easement for water well purposes. This easement shall include, but not by way of limitation, the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, in, over, under, upon, along, through and across the real property located in the City of Tustin, County of Orange, State of California, as described in Exhibit "A" and depicted in Exhibit "B", which exhibits are attached hereto and made a part hereof (the "Easement Area"), as necessary in connection with the use, operation and maintenance of the facilities within the Easement Area.

Subject to: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record or apparent.

A. Use of Property by IRWD:

1. Exclusive Use of Easement Area. IRWD shall have exclusive use of Easement Area pursuant to this Grant of Easement.

2. Permits. IRWD, at its sole cost and expense, must obtain any and all permits and/or other approvals required in connection with its activities on the Easement Area pursuant to this Grant of Easement. Upon request from IRWD, TUSD will, to the extent reasonable and at IRWD's cost and expense, cooperate with IRWD's efforts to obtain any such permit or approval.

3. Compliance with Laws. In connection with their activities on the Easement Area pursuant to this Grant of Easement, IRWD and each of its officers, employees, consultants, contractors and subcontractors (each, not including IRWD, an "IRWD Representative") must comply with any and all laws, regulations, ordinances, rules and other governmental requirements applicable to such activities.

4. Payment of Costs. IRWD shall bear any and all costs and expenses arising from the activities undertaken pursuant to this Grant of Easement, including, without limitation, any costs required to ensure compliance with law.

5. Safe and Clean Operations. IRWD must at all times: (i) conduct its activities on the Easement Area in a safe manner, free of unreasonable hazards; and (ii) keep the Easement Area free of any trash, debris and other materials resulting from IRWD's activities.

6. Use of Reasonable Care. In undertaking any and all activities on the Easement Area, IRWD must use reasonable care to ensure that no injury to any person or damage to any property results from IRWD's activities, including, without limitation, release of any hazardous materials or pollutants. In addition, IRWD must coordinate with TUSD prior to undertaking construction and other activities within the Easement Area that might cause noise, dust or other interference with the school operations undertaken on the TUSD property adjacent to the Easement Area (including, without limitation, noise during student-testing periods), and, in connection with its construction and other activities, IRWD shall make reasonable efforts to avoid any such interference.

7. Hazardous Materials. At no time and in no event shall IRWD cause or permit the release or other discharge of any Hazardous Materials (defined below) onto, in, over, under or in the vicinity of the Easement Area, or bring any Hazardous Materials onto, over or across the Easement Area. "Hazardous Materials" means any hazardous, explosive, radioactive or toxic substance, material or waste that is regulated by any local governmental authority, the State of California or the United States. Notwithstanding the foregoing, so long as the same are used in accordance with all applicable laws and regulations, the presence of gasoline, diesel fuel, chemicals and/or liquids used for well development, maintenance, and disinfection, and common vehicle lubricants in enclosed tanks of construction or delivery vehicles or equipment shall not constitute a violation of the foregoing prohibition.

8. Ownership of the Easement Area. Notwithstanding anything to the contrary, nothing in this easement shall be deemed or construed to constitute or authorize any conveyance, transfer, limitation, or other modification of TUSD's fee interest in the Easement Area and other portions of TUSD's property adjacent to the Easement Area, and TUSD shall at all times retain such fee interest in the Easement Area and other portions of TUSD's property adjacent to the Easement Area.

9. Installation of Perimeter Wall. As part of the construction of a new well within the Easement Area, IRWD must install a permanent wall, consistent with what exists as of the date of this Grant of Easement, between the Easement Area and the portion of TUSD's property adjacent to the Easement Area. This Grant of Easement shall permit temporary encroachment on property outside the Easement Area if and to the extent reasonably necessary to install such wall.

B. Non-liability of TUSD:

1. Prohibition Against Liens. IRWD must not suffer or permit to be filed, asserted, or enforced against TUSD or the Easement Area any stop notice, lien for labor or materials, or claim for damages that arises from or in connection with the activities of IRWD on the Easement Area pursuant to this easement. IRWD must pay or cause to be paid on a timely basis all bills or claims that could give rise to any such stop notice, lien or claim. If any such stop notice, lien or claim is filed or asserted, IRWD must cause the same to be fully discharged, by payment, bonding or otherwise, within 20 days of such filing or assertion, and upon any failure of IRWD to do so, TUSD shall have the right to do so, by payment, bonding (including without limitation obtaining and recording a lien release bond pursuant to California Civil Code Section 3143) or otherwise, and IRWD shall be responsible for reimbursing TUSD for all costs and expenses that it incurs in connection with obtaining such release or discharge, including, without limitation, attorneys' fees and expenses. The failure by TUSD to post or record any notices of non-responsibility shall not in any manner diminish or negate IRWD's obligations pursuant to this Section. Notwithstanding anything to the contrary contained in this paragraph, if IRWD shall in good faith contest the validity of any such lien, claim or demand, then IRWD shall, at its expense, defend itself and TUSD against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against TUSD or the Easement Area, and if TUSD shall require, IRWD shall furnish to TUSD a surety bond satisfactory to TUSD in an amount equal to such contested lien, claim or demand indemnifying TUSD against liability for same, or if TUSD shall request, IRWD shall procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the Easement Area from the effect of such lien or claim or action thereon.

2. Assumption of Risk. Except as provided by this Grant of Easement, each and every person who enters in and upon the Easement Area pursuant to this Grant of Easement does so at his or her own risk. None of TUSD, the Orange County Board of Education, or any of their respective officers, employees, consultants, contractors, or subcontractors (each, not including TUSD, a "TUSD Representative"), shall be deemed or construed to have assumed or otherwise have any liability for the actions of IRWD or any IRWD Representative in connection with their activities on or at the Easement Area pursuant to this Grant of Easement.

3. Waiver of Liability. IRWD, on behalf of itself and each IRWD Representative, and except as provided in this Section, hereby waives and releases TUSD and each TUSD Representative from any and all liability whatsoever that may arise from IRWD's activities on or at the Easement Area pursuant to this Grant of Easement. IRWD's waiver and release pursuant to this Section does not apply to the extent of any active negligence or willful misconduct of TUSD or any of TUSD Representatives, in which event TUSD and IRWD shall be liable and responsible on a comparative basis. In connection with the foregoing waiver and release, IRWD also expressly waives and releases any and all benefits and protections of California Civil Code Section 1542, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4. IRWD Takes Property As-Is. IRWD, for itself and on behalf of any and all IRWD Representatives, shall be deemed and construed to have accepted the Easement Area on an "as-is" and "with all faults" basis. Therefore, with respect to IRWD's activities pursuant to this Grant of Easement, IRWD hereby waives and releases TUSD and each of TUSD Representatives from any and all claims, demands, costs, expenses and other liabilities of any nature whatsoever arising from, or asserted to be related to or having some connection with, any

condition of the Easement Area. In connection with the foregoing waiver and release, IRWD also expressly waives and releases any and all benefits and protections of California Civil Code Section 1542, which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5. Loss or Damage to Personal Property. IRWD shall be solely responsible for any personal property brought onto the Easement Area and/or used in connection with activities undertaken pursuant to this Grant of Easement. TUSD shall have no obligation whatsoever to provide any security with respect to any property brought onto the Easement Area by IRWD or any IRWD Representative, and none of TUSD or TUSD Representatives shall have any responsibility whatsoever for loss of or damage to any such property.

C. Miscellaneous:

1. Waiver. A waiver by a Party of any provision of this Grant of Easement shall not be deemed or construed as binding unless the waiver is set forth in writing and has been duly approved and signed by the waiving Party. A waiver by a Party of any provision of this Grant of Easement shall not constitute a waiver of any other provision of this Grant of Easement, similar or not, and no such waiver shall be construed as a continuing waiver.

2. Governing Law and Venue. This Grant of Easement shall be governed by and interpreted in accordance with the laws of the State of California. Any action, arbitration, or other proceeding arising from this Grant of Easement shall be initiated and conducted only in the County of Orange, State of California.

3. Headings. The Section and Subsection headings set forth in this Grant of Easement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of the provisions herein.

D. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of TUSD and IRWD.

E. Acceptance and Recordation:

Upon acceptance and recordation of this Grant of Easement, the terms and conditions herein set forth shall be binding upon and inure to the benefit of the Parties.

F. Notices.

Any notice or demand given or served in connection with this Grant of Easement must be in writing, duly addressed as provided in this Section, and delivered to the receiving Party by: (i) registered or certified mail (postage prepaid and return receipt requested); or (ii) FedEx, UPS, or other reliable private delivery service (delivery charge pre-paid and signature on electronic or other receipt requested). Any such notice or demand shall be deemed to have been given or served only upon actual receipt by the addressee. A Party may change its name, address, or the person to whose attention notices and demands should be sent, by providing notice in accordance with this Section. This Section shall not be deemed or construed to apply to: (i) communications between the Parties necessary or convenient for day-to-day administration of this Grant of

Easement; or (ii) service of process pursuant to any applicable law or rule of court. Notices and demands must, as applicable, be addressed as follows:

To TUSD:

Tustin Unified School District
Attn.: Anthony Soria, CPA
Chief Financial Officer
300 South "C" Street
Tustin, CA 92780-3695

To IRWD:

Irvine Ranch Water District
Attn.: Kevin Burton, PE
Executive Director of Engineering
and Water Quality
15600 Sand Canyon Avenue
P.O. Box 5700
Irvine, CA 92619-7000

IN WITNESS WHEREOF this Grant of Easement has been executed this _____ day of _____
_____, 20__.

"TUSD"

TUSTIN UNIFIED SCHOOL DISTRICT,
a public school district organized and existing pursuant to
California law

By _____
Anthony Soria, Chief Financial Officer

EXHIBIT "A"

**EXCLUSIVE EASEMENT
FOR WATER WELL PURPOSES TO
IRVINE RANCH WATER DISTRICT
(APN 430-282-16)**

LEGAL DESCRIPTION

Those certain parcels of land situated in the City of Tustin, County of Orange, State of California being that portion of Lot 78, Block 10 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps lying within Parcel 7 as described in the Quitclaim Deed and Environmental Restriction recorded March 21, 2003 as Instrument No. 2003000306478 of Official Records, both in the Office of the County Recorder of said County being more particularly described as follows:

Parcel 1:

BEGINNING at the most northerly corner of said Parcel 7, said corner being the northwesterly terminus of that certain course described as having a bearing and distance of "South 49°21'28" East 683.77 feet" in said deed; thence along said last described line South 49°21'28" East 50.00 feet; thence South 40°38'29" West 37.73 feet to an angle point in the general northwesterly line of said Parcel 7, said point being the most easterly corner of Well No. 21P2 as described in the Grant Deed to Irvine Ranch Water District recorded July 14, 1989 as Instrument No. 89-372391 of Official Records in said Office of the County Recorder, said point also hereinafter referred to as Point "A"; thence along said general northwesterly line and northeasterly line of said Well No. 21P2 North 49°21'28" West 50.00 feet to an angle point; thence leaving said northeasterly line and continuing along said general northwesterly line of Parcel 7 North 40°38'29" East 37.73 feet to the **POINT OF BEGINNING**.

CONTAINING: 1887 square feet, more or less.

Parcel 2:

COMMENCING at the hereinabove mentioned Point "A"; thence along said general northwesterly line of Parcel 7 and the southeasterly line of said Well No. 21P2 South 40°38'29" West 80.00 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 40°38'29" West 62.27 feet; thence North 49°21'28" East 50.00 feet to said general northwesterly line of Parcel 7; thence along said general northwesterly line North 40°38'29" East 62.27 feet to an angle point in said general northwesterly line and the southwesterly line of said Well No. 21P2; thence along the last described line South 49°21'28" East 50.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 3113 square feet, more or less.

SUBJECT TO: Covenants, conditions, reservations, restrictions, rights-of-way, and easements of record, if any.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

Dated: May 18, 2015

Steven L. Malloy

Steven L. Malloy, R.C.E. 31926
License expires December 31, 2016



EXHIBIT "B"
DEPICTION OF EASEMENT AREA

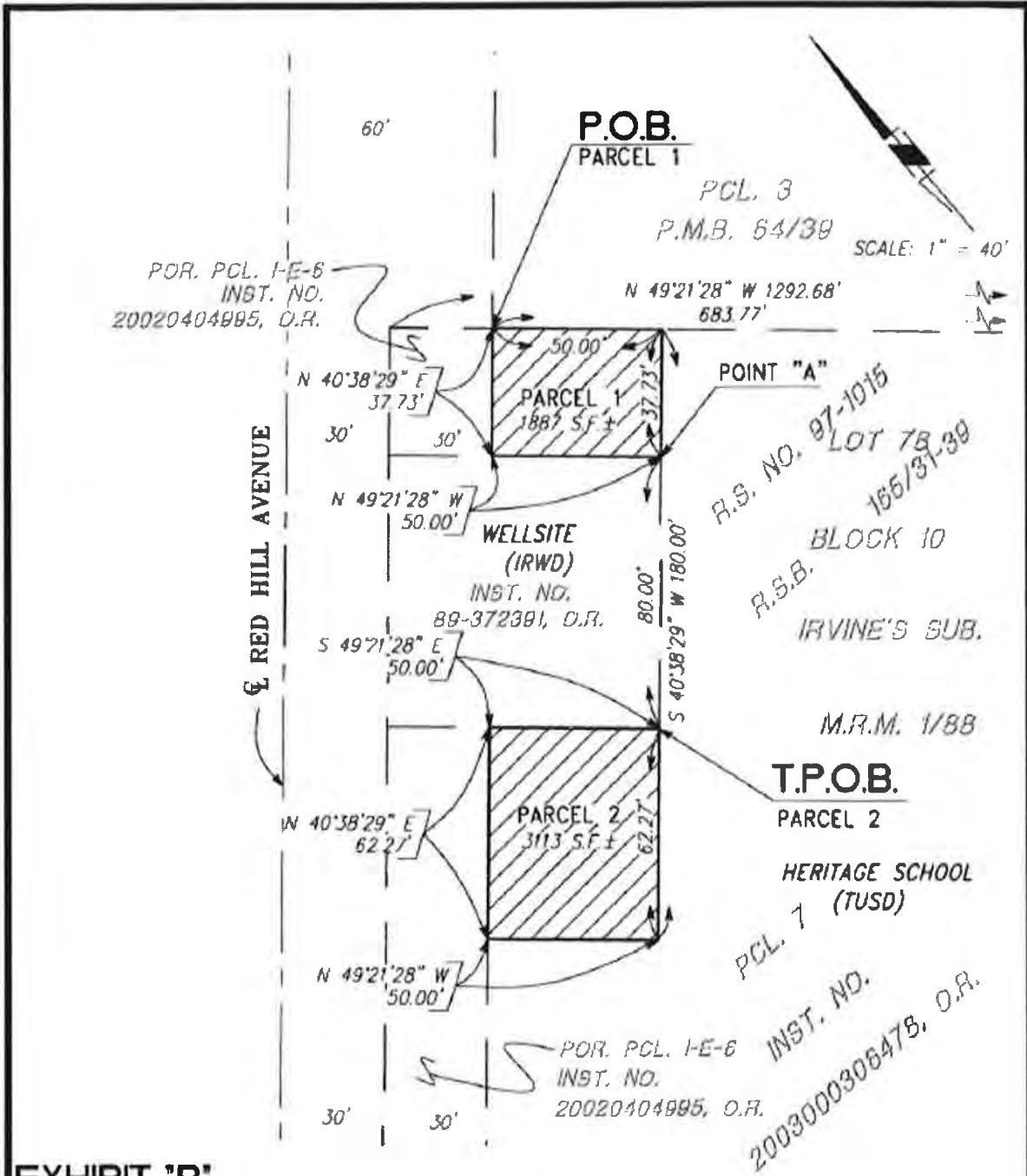


EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR

**EXCLUSIVE EASEMENT FOR
 WATER WELL PURPOSES**

(APN 430-282-16)

SHEET 1 OF 1 SHEET



IRVINE RANCH WATER DISTRICT
 15600 SAND CANYON AVENUE, IRVINE, CA 92619

MAY 18, 2015

PROJECT 30496 (5407)

EXRPLAT-WELL.OWG

ACKNOWLEDGEMENT

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

COUNTY OF _____)

On _____, 20____, before me, _____,
a Notary Public in and for said State, personally appeared _____

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

IRVINE RANCH WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant dated _____ from TUSTIN UNIFIED SCHOOL DISTRICT, a public school district organized and existing pursuant to California law, to IRVINE RANCH WATER DISTRICT, a California Water District, is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to authority conferred by Resolution 2014-40 of the Board of Directors, adopted on September 8, 2014, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

IRVINE RANCH WATER DISTRICT

By: _____

Leslie Bonkowski
Secretary to Board of Directors

EXHIBIT "2"

TEMPORARY RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

This Temporary Right of Entry for Construction Purposes ("Right of Entry"), dated for reference purposes as of _____, 20__ ("Reference Date"), is made and entered into by and between the Tustin Unified School District ("TUSD") and the Irvine Ranch Water District ("IRWD"). TUSD and IRWD may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. TUSD owns real property referred to as the Heritage School that is located at 15400 Landsdowne Road, Tustin, CA 92782 ("School Site").

B. IRWD owns property that is approximately 80 foot by 80 foot in size, located along Red Hill Avenue, and adjacent to the School Site on three sides, as depicted on Exhibit "B" hereto ("Well Site"). IRWD previously operated a well on and at the Well Site, but closed that well when it reached the end of its useful life. IRWD now desires to construct a new well ("New Well") on and at the Well Site.

C. To accommodate the additional space required to operate and maintain modern wells, IRWD requested that TUSD grant an exclusive easement to IRWD ("Well Easement"), which TUSD intends to accomplish outside the scope of this Right of Entry. In addition, however, IRWD desires to use an additional portion of the School Site, on a temporary basis. The area that IRWD desires to use on a temporary basis ("Temporary Construction Area") is described in Exhibit "A" and also depicted on Exhibit "B" hereto.

D. TUSD is amenable subject to the provisions herein, to granting IRWD temporary access and use of the Temporary Construction Area solely for purposes of constructing the New Well, and the Parties intend that this Right of Entry shall constitute the exclusive terms and conditions for IRWD to enter onto and use the Temporary Construction Area for such purposes. The Parties hereby acknowledge that they have entered into that certain "Agreement for Acquisition of Easement" dated as of _____, 2015. The Parties acknowledge and agree that, to the extent of any conflict between any provision(s) of this Right of Entry and any provision(s) of the Agreement for Acquisition of Easement, the provision(s) of this Right of Entry shall govern.

Now, in consideration of the foregoing and of their respective rights and obligations pursuant to this Right of Entry, the Parties hereby agree as follows:

AGREEMENT

PART 1: GRANT OF LICENSE

Section 1.1

Subsection 1.1.1 License to Enter and Use the Temporary Construction Area.

Subject to all provisions of this Right of Entry, TUSD hereby grants to IRWD a non-exclusive license for IRWD officers, employees, consultants, contractors and subcontractors (each an "IRWD Representative") to enter in and upon the Temporary Construction Area, at any and all reasonable times during the term of this Right of Entry, for purposes related to the construction of the New Well ("IRWD Work"). IRWD's rights pursuant to such license shall be subject to restrictions set forth in this Right of

Entry and in any permit, local ordinance or other requirement applicable to IRWD's activities. IRWD's activities on the Temporary Construction Area pursuant to such license shall be limited solely to: (i) activities necessary or convenient for planning and obtaining permits and/or other authorizations required for performance of IRWD Work; (ii) performance of IRWD Work; (iii) installation of a temporary fence bordering the work area sufficient to prevent unpermitted access to the remainder of the School Site during the period of this Agreement, and (iii) clean-up, restoration, and remediation of the Temporary Construction Area and other portions of the property effected by the work, and other necessary post-construction activities. Except for TUSD or any of its officers, employees, consultants, contractors, or subcontractors (each, not including TUSD, a "TUSD Representative"), any IRWD Representatives, and representatives of any other governmental entities having competent jurisdiction with respect to the foregoing authorized activities and whose presence is necessary in connection with such activities, IRWD shall not suffer or permit any third party to enter in and upon the Temporary Construction Area.

Subsection 1.1.2 Accommodation of School Operations. TUSD shall: (i) make reasonable efforts to schedule the drilling of the New Well so that, to the maximum extent possible, the portion of such drilling work to occur within the Temporary Construction Area will occur during the summer months when a regular school year is not in session; and (ii) expeditiously complete any portion of such drilling work to be done during a regular school year when school is in session. TUSD estimates that, once commenced, the drilling work will require approximately five months to complete, subject to unforeseen circumstances beyond TUSD's control that can occur in well drilling work. To the extent any such unforeseen circumstances should occur or are revealed, TUSD shall make reasonable efforts to resolve them as quickly as possible, consistent with sound engineering and construction practices and the need to complete drilling in a single continuous effort. Except for (i) work, the timing for which IRWD has received TUSD's prior written approval, (ii) emergency work, (iii) construction of perimeter walls or temporary fencing, and (iv) site restoration, without limiting the foregoing, IRWD shall make reasonable efforts to schedule all construction, repair, maintenance, alteration and other IRWD Work that will occur within the Temporary Construction Area so that, to the maximum extent possible, the work shall be conducted during non-school hours. For purposes of the foregoing, the phrase "non-school hours" shall mean (i) all hours, on any day of the week, during the summer months when the regular school year is not in session; (ii) all hours, on any Saturday, Sunday or TUSD's school holiday during the regular school year; and (iii) before 7:00 a.m. and after 5:00 p.m. on any day, other than a Saturday, Sunday or TUSD's school holiday, during the regular school year.

Section 1.2 Entry Limited to Specific Area. Notwithstanding anything to the contrary, the license specified in Subsection 1.1.1 herein shall be deemed and construed to permit IRWD to access the Temporary Construction Area only from the Well Site (as modified by the Well Easement) and not from any other portion of the School Site. Prior to commencing any of the other IRWD Work, IRWD must construct a temporary fence between the Well Site and the Temporary Construction Area on one side and the remainder of the School Site on the other side. Upon termination of this Right of Entry pursuant to the terms hereof, IRWD shall remove the temporary fence and restore any and all portions of the Temporary Construction Area impacted, damaged or otherwise altered by the installation thereof. IRWD shall be solely responsible for the cost of installing, maintaining, and removing the temporary fence.

Section 1.3 Term of Right of Entry. Prior to its first entry in and upon the Temporary Construction Area pursuant to this Right of Entry, IRWD must provide written notice to TUSD specifying the date that IRWD will first enter in and upon the Temporary Construction Area for purposes of undertaking the IRWD Work ("Commencement Notice"). The date of such first entry specified in the Commencement Notice is referred to herein as the "Commencement Date." IRWD must commence

IRWD Work on or about the Commencement Date, and must thereafter make diligent and continuous efforts to complete the IRWD Work within the term of this Right of Entry. The term of this Right of Entry shall commence on the Commencement Date and, unless this Entry Permit is earlier terminated or extended as provided herein, the term of this Entry Permit shall expire on the date the first of the following events occurs: (i) IRWD has completed all of IRWD Work, clean-up, restoration, remediation and other post-construction activities to occur on the Temporary Construction Area; or (ii) one (1) year has elapsed since the Commencement Date, regardless of whether IRWD Work, if commenced, has been completed. Notwithstanding anything to the contrary, if IRWD has not provided a Commencement Notice within two years of the Reference Date, this Entry Permit shall automatically terminate on the date that is two years after the Reference Date.

Section 1.4 Early Termination. TUSD may give written notice to IRWD of TUSD's intent to terminate this Right of Entry in response to any unreasonable failure by IRWD to perform or timely perform any of its material obligations pursuant to, or otherwise act in accordance with, this Right of Entry. In such event, IRWD shall have: (i) twenty-four hours following receipt of such written notice to cure any failure to perform or act that results in significant danger to any person or property; (ii) seventy-two hours following receipt of such written notice to cure any failure to perform or act that results in unreasonable interference with TUSD operations at the School Site; and (iii) thirty (30) days following receipt of such written notice (or such longer period as may be specified in such notice) to cure any other failure to perform or act; provided, however, in the case of any such failure to perform or act that is curable but reasonably requires more than 30 days (or more than the longer period specified in the notice) to cure, if IRWD shall have notified TUSD within such 30-day period (or longer period specified in the notice) that IRWD has commenced curing such failure within a reasonable time after receipt of the written notice from TUSD, and if IRWD is diligently prosecuting such cure to completion, then IRWD shall have a reasonable time, not in excess of 90 consecutive calendar days, to cure the failure. In the event IRWD requires a reasonable time in excess of thirty days (or such longer period specified in the notice) to cure a failure within the scope of the foregoing clause (iii), then, upon each request from TUSD, IRWD shall deliver to TUSD evidence that such failure is curable and that IRWD is diligently prosecuting such cure to completion. If IRWD fails to cure any failure to perform or act within the time permitted pursuant to this Section, TUSD may terminate this Right of Entry by giving written notice of termination to IRWD, which termination shall be effective immediately upon receipt of the notice by IRWD.

PART 2: USE OF PROPERTY BY IRWD

Section 2.1 Coordination. In undertaking activities on the Temporary Construction Area pursuant to this Right of Entry, IRWD must not unreasonably interfere with the activities of TUSD on the remainder of the School Site. Not less than 72 hours prior to first entering in and upon the Temporary Construction Area for purposes of IRWD Work, IRWD must confer, reasonably cooperate and coordinate with TUSD in order to avoid potential interference with TUSD's activities upon the School Site, and to coordinate the various activities of the Parties.

Section 2.2 Permits. IRWD, at its sole cost and expense, must obtain any and all permits and/or other approvals required in connection with its activities on the Temporary Construction Area pursuant to this Right of Entry. Upon request from IRWD, TUSD will, to the extent reasonable, cooperate with IRWD's efforts to obtain any such permit or approval.

Section 2.3 Compliance with Laws. In connection with their activities on the School Site pursuant to this Right of Entry, IRWD and each IRWD Representative must comply with any and all laws, regulations, ordinances, rules and other governmental requirements applicable to such activities.

Section 2.4 Payment of Costs. IRWD shall bear any and all costs and expenses arising from the activities undertaken pursuant to this Right of Entry, including, without limitation, any costs required to ensure compliance with law.

Section 2.5 Safe and Clean Operations. IRWD must at all times: (i) conduct its activities on the Temporary Construction Area in a safe manner, free of unreasonable hazards; and (ii) keep the School Site free of any trash, debris and other materials resulting from IRWD's activities.

Section 2.6 Use of Reasonable Care. In undertaking any and all activities on the School Site permitted or required pursuant to this Right of Entry, IRWD must use reasonable care to ensure that no injury to any person or damage to any property results from IRWD's activities, including, without limitation, release of any hazardous materials or pollutants.

Section 2.7 Hazardous Materials. At no time and in no event shall IRWD cause or permit the release or other discharge of any Hazardous Materials (defined below) onto, in, over, under or in the vicinity of the School Site, or bring any Hazardous Materials onto, over or across the Temporary Construction Area. If IRWD becomes aware of the presence of any Hazardous Materials on or at the School Site, it shall immediately provide written notice of same to TUSD. For the purposes of this Right of Entry, "Hazardous Materials" means any hazardous, explosive, radioactive or toxic substance, material or waste that is regulated by any local governmental authority, the State of California or the United States. Notwithstanding the foregoing, so long as the same are used in accordance with all applicable laws and regulations, the presence of gasoline, diesel fuel, chemicals and/or liquids used for well development and disinfection, and common vehicle lubricants in enclosed tanks of construction or delivery vehicles or equipment shall not constitute a violation of the foregoing prohibition.

Section 2.8 Prohibition Against Liens. IRWD must not suffer or permit to be filed, asserted, or enforced against TUSD or the School Site any stop notice, lien for labor or materials, or claim for damages that arises from or in connection with the activities of IRWD on the Temporary Construction Area pursuant to this Right of Entry. IRWD must pay or cause to be paid on a timely basis all bills or claims that could give rise to any such stop notice, lien or claim. If any such stop notice, lien or claim is filed or asserted, IRWD must cause the same to be fully discharged, by payment, bonding or otherwise, within 20 days of such filing or assertion, and upon any failure of IRWD to do so, TUSD shall have the right to do so, by payment, bonding (including without limitation obtaining and recording a lien release bond pursuant to California Civil Code Section 3143) or otherwise, and IRWD shall be responsible for reimbursing TUSD for all costs and expenses that it incurs in connection with obtaining such release or discharge, including, without limitation, attorneys' fees and expenses. The failure by TUSD to post or record any notices of non-responsibility shall not in any manner diminish or negate IRWD's obligations pursuant to this Section. Notwithstanding the foregoing, if IRWD shall in good faith contest the validity of any stop notice, lien or claim subject to this Section, then IRWD shall, at its sole cost and expense, defend itself and TUSD against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against TUSD or any portion of the School Site, and if TUSD shall require, IRWD shall promptly furnish to TUSD a surety bond satisfactory to TUSD, in an amount equal to such contested stop notice, lien or claim, indemnifying TUSD against liability for same, or if TUSD shall request, IRWD shall procure and record the bond provided for in California Civil Code Section 3143 or any comparable statute hereafter enacted providing for a bond freeing TUSD and the School Site from the effect of such stop notice, lien or claim, and any action or other proceeding related thereto.

Section 2.9 Ownership of the School Site. Notwithstanding anything to the contrary, nothing in this Right of Entry shall be deemed or construed to constitute or authorize any conveyance, transfer, limitation, or other modification of TUSD's fee interest in the Temporary Construction Area or other portions of the School Site, and TUSD shall at all times retain such fee interest in Temporary Construction Area and other portions of the School Site.

Section 2.10 Post-Construction Activities. Notwithstanding the early termination of this Right of Entry as provided herein or the expiration without renewal or extension of the term of this Right of Entry, whether prior to or after completion of IRWD Work, IRWD shall remain obligated pursuant to this Right of Entry, at its sole cost, to: (i) promptly remove from the Temporary Construction Area any and all materials, equipment and other personal property brought onto the Temporary Construction Area pursuant to this Right of Entry; (ii) leave the Temporary Construction Area in a safe condition, free of hazards resulting from IRWD's activities on the Temporary Construction Area; and (iii) promptly clean-up, restore and remediate the Temporary Construction Area as required for IRWD to leave the Temporary Construction Area in the condition that existed prior to IRWD undertaking its activities on the Temporary Construction Area pursuant to this Right of Entry, excluding conditions caused by TUSD or others not subject to control by IRWD.

Section 2.11 Surrender of Property. Except as provided in this Section, IRWD must cease all activities and promptly quit and surrender the Temporary Construction Area to TUSD upon the first to occur of: (i) IRWD has completed the activities authorized or permitted pursuant to this Right of Entry; (ii) the term of this Right of Entry, or duly-authorized extension thereof, has expired without renewal or extension; or (iii) this Right of Entry has been terminated in accordance with its provisions. Notwithstanding the occurrence of any of the foregoing events, to the extent any of the post-construction activities specified in Section 2.10 herein are at such time incomplete, IRWD must without delay complete such activities and, until complete, shall continue to have access to the Temporary Construction Area solely for such purposes.

PART 3: ALLOCATION OF RISKS

Section 3.1 Assumption of Risk. Except as provided by this Right of Entry, each and every person who enters in and upon the Temporary Construction Area pursuant to this Right of Entry does so at his or her own risk. None of TUSD or the TUSD Representatives shall be deemed or construed to have assumed or otherwise have any liability for the actions of IRWD or any IRWD Representative in connection with their activities on or at the Temporary Construction Area pursuant to this Right of Entry.

Section 3.2 Waiver of Liability. TUSD has executed this Right of Entry as an accommodation to IRWD and, as a material inducement for TUSD to enter into this Right of Entry, IRWD, on behalf of itself and each IRWD Representative, and except as provided in this Section, hereby waives and releases TUSD and each TUSD Representative from any and all liability whatsoever that may arise from IRWD's activities on or at the Temporary Construction Area pursuant to this Right of Entry. IRWD's waiver and release pursuant to this Section does not apply to the extent of any active negligence or willful misconduct of TUSD or any of TUSD Representatives, in which event TUSD and IRWD shall be liable and responsible on a comparative basis. In connection with the foregoing waiver and release of TUSD, IRWD also expressly waives and releases any and all benefits and protections of California Civil Code Section 1542, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Section 3.3 IRWD Takes Property As-Is. IRWD, for itself and on behalf of any and all IRWD Representatives, shall be deemed and construed to have accepted the Temporary Construction Area on an “as-is” and “with all faults” basis. Therefore, with respect to IRWD’s activities pursuant to this Right of Entry, IRWD hereby waives and releases TUSD and each of TUSD Representatives from any and all claims, demands, costs, expenses and other liabilities of any nature whatsoever arising from, or asserted to be related to or having some connection with, any condition of the Temporary Construction Area. In connection with the foregoing waiver and release of TUSD, IRWD also expressly waives and releases any and all benefits and protections of California Civil Code Section 1542, which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Section 3.4 Loss or Damage to Personal Property. IRWD shall be solely responsible for any personal property brought onto the Temporary Construction Area and/or used in connection with activities undertaken pursuant to this Right of Entry. TUSD shall have no obligation whatsoever to provide any security with respect to any property brought onto the Temporary Construction Area by IRWD or any IRWD Representative, and none of TUSD or TUSD Representatives shall have any responsibility whatsoever for loss of or damage to any such property.

Section 3.5 IRWD Insurance Coverage.

Subsection 3.5.1 Required Policies. Prior to conducting any activities on or at the Temporary Construction Area pursuant to this Right of Entry, IRWD, at its sole cost and expense, must have in effect the insurance coverage specified in this Section 3.5 and must maintain such insurance in effect at all times prior to completion of all activities to be performed on or at the Temporary Construction Area as are permitted or required pursuant to this Right of Entry. Such insurance in all circumstances shall be primary, and any insurance carried by TUSD or any of TUSD Representatives, if applicable to a loss, shall be deemed secondary and excess. The insurance required pursuant to this Section includes:

- (i) **General Liability Insurance.** Commercial general liability insurance, written on an occurrence basis (“modified occurrence” and “claims-made” are not acceptable), including coverage for broad form property damage, premises-operations, products-completed operations, and contractual liability assumed by IRWD pursuant to this Right of Entry. Such general liability insurance policy or policies shall provide coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit, with any applicable deductible or self-insured retention not in excess of \$100,000.
- (ii) **Vehicle Liability Insurance.** Commercial vehicle liability insurance covering owned, non-owned and hired vehicles and any machinery or apparatus attached thereto, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability (each accident), and any applicable deductible or self-insured retention not in excess of \$100,000.
- (iii) **Worker’s Compensation Insurance.** Worker’s compensation insurance in compliance with applicable State of California law.

Subsection 3.5.2 Designation of Additional Insureds. The general liability and vehicle liability insurance policies required pursuant to this Section each must be endorsed, using ISO

Form CG 20 10 11 85 or equivalent endorsement reasonably acceptable to TUSD's risk manager, to specify that all of the following are additional insureds: (i) TUSD; (ii) the Orange County Board of Education and each member thereof; and (iii) the officers and employees of TUSD and the Orange County Board of Education. The coverage provided to the additional insureds must be at least as broad as the coverage provided to IRWD and may not contain any exclusionary language or limitations applicable only to the additional insureds. The general liability and vehicle liability insurance policies also must include provisions for severability of interests (separation of insureds) or, if no such standard provision is included, must be endorsed to include a cross-liability endorsement satisfactory to TUSD's risk manager.

Subsection 3.5.3 Waiver of Subrogation. The general liability and vehicle liability insurance policies required pursuant to this Section must be endorsed to include a waiver by each insurer of all rights of subrogation against those to be designated as additional insureds pursuant to Subsection 3.5.2 of this Right of Entry.

Subsection 3.5.4 Evidence of Coverage. Prior to entering the Temporary Construction Area pursuant to this Right of Entry, IRWD must deliver to TUSD such certificates of insurance and endorsements as are sufficient to evidence that the insurance coverage required pursuant to this Section is in effect. If any insurance coverage required pursuant to this Section will expire prior to expiration of this Right of Entry, IRWD must provide to TUSD a renewal certificate of insurance with all applicable endorsements, prior to the expiration of such coverage.

Subsection 3.5.5 Minimum Insurer Standards. IRWD must obtain and maintain the insurance policies required pursuant to this Section through one or more insurers qualified to do business in the State of California and having an A.M. Best Company financial strength rating of not less than A- and financial size category of not less than IX. Notwithstanding the foregoing, but subject to conformance with all other provisions of this Section 3.5, IRWD may obtain and maintain the insurance required pursuant to this Section through a joint-powers insurance cooperative of which IRWD is a member, in lieu of through an insurer as described in this Subsection.

Subsection 3.5.6 Insurance Coverage Does Not Limit Liabilities. The insurance coverage to be maintained by IRWD pursuant to this Section shall not be deemed or construed to limit or qualify the liabilities and obligations assumed by IRWD pursuant to this Right of Entry or applicable law, including, without limitation, any indemnification obligations and/or liability in excess of the limits of the insurance coverage required pursuant to this Section. IRWD shall be solely responsible for paying any loss amount that lies within any applicable deductible or self-insured retention.

Section 3.6 Indemnification. IRWD shall indemnify, hold-harmless and defend all of those to be designated as additional insureds pursuant to Subsection 3.5.2 herein (each a "TUSD Indemnitee"), and each of them, from and against any and all claims, demands, actions, other proceedings, losses, damages, judgments, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever (each a "Liability") arising from the activities of IRWD and/or any of IRWD Representatives pursuant to this Right of Entry. However, IRWD shall not be obligated pursuant to this Section to the extent any Liability arises from the active negligence or willful misconduct of any of TUSD Representatives and, in such event, TUSD and IRWD shall be liable and responsible on a comparative basis. With respect to any act or incident that occurs prior to either the expiration of the term of this Right of Entry or the termination of this Right of Entry, the obligations of this Section shall survive such expiration or termination.

PART 4: MISCELLANEOUS PROVISIONS

Section 4.1 Notices. Any notice or demand given or served in connection with this Right of Entry must be in writing, duly addressed as provided in this Section, and delivered to the receiving Party by: (i) registered or certified mail (postage prepaid and return receipt requested); or (ii) FedEx, UPS, or other reliable private delivery service (delivery charge pre-paid and signature on electronic or other receipt requested). Any such notice or demand shall be deemed to have been given or served only upon actual receipt by the addressee. A Party may change its name, address, or the person to whose attention notices and demands should be sent, by providing notice in accordance with this Section. This Section shall not be deemed or construed to apply to: (i) communications between the Parties necessary or convenient for day-to-day administration of this Right of Entry; or (ii) service of process pursuant to any applicable law or rule of court. Notices and demands must, as applicable, be addressed as follows:

To TUSD:

Tustin Unified School District
Attn: Anthony Soria, CPA
Chief Financial Officer
300 South "C" Street
Tustin, CA 92780-3695

To IRWD:

Irvine Ranch Water District
Attn: Kevin L. Burton, PE
Executive Director of Engineering and
Water Quality
15600 Sand Canyon Ave., P.O. Box 57000
Irvine, CA 92619-7000

Section 4.2 Assignment Prohibited. IRWD may not assign this Right of Entry, and any attempt to do so shall be null and void.

Section 4.3 Entire Agreement. This Right of Entry constitutes the entire agreement between the Parties with respect to IRWD's rights to enter in and upon and use the Temporary Construction Area for the purposes specified herein. This Right of Entry constitutes permission to enter in and upon the Temporary Construction Area only for the activities authorized pursuant to this Right of Entry, and it does not constitute or create for IRWD any legal interest in the Temporary Construction Area or any other portion of the School Site.

Section 4.4 Waiver. A waiver by a Party of any provision of this Right of Entry shall not be deemed or construed as binding unless the waiver is set forth in writing and has been duly approved and signed by the waiving Party. A waiver by a Party of any provision of this Right of Entry shall not constitute a waiver of any other provision of this Right of Entry, similar or not, and no such waiver shall be construed as a continuing waiver.

Section 4.5 Governing Law and Venue. This Right of Entry shall be governed by and interpreted in accordance with the laws of the State of California. Any action, arbitration, or other proceeding arising from this Right of Entry shall be initiated and conducted only in the County of Orange, State of California.

Section 4.6 Headings. The Section and Subsection headings set forth in this Right of Entry are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of the provisions herein.

Section 4.7 Counterparts. This Right of Entry may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more original copies of this Right of Entry containing signatures of both Parties.

Section 4.8 Due Authority of Signatories. Each individual signing this Right of Entry on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Right of Entry.

In Witness Whereof, this Right of Entry has been executed by the authorized representatives of the Parties, as evidenced by their signatures below.

Tustin Unified School District

Irvine Ranch Water District

By: _____
Anthony Soria, Chief Financial Officer

By: _____
Paul Cook, General Manager

EXHIBIT "A"

Description of Temporary Construction Area

EXHIBIT "B"

Depiction of Well Site and Temporary Construction Area

IRVINE RANCH WATER DIST EXHIBIT "C"

Expenditure Authorization

Project Name: TUSTIN LEGACY REDHILL WELL ACQUISITION
EPMS Project No: 11881 **EA No:** 1
Oracle Project No: 6215
Project Manager: MORI, RICHARD
Project Engineer: MOEDER, JACOB
Request Date: July 7, 2015

ID Split: Regional DW Split w/ Enhance (11/08)

Improvement District (ID) Allocations

ID No.	Allocation %	Source of Funds
112	1.2	BONDS YET TO BE SOLD**
113	1.4	BONDS YET TO BE SOLD**
115	2.0	CAPITAL FUND
121	4.1	BONDS YET TO BE SOLD**
130	3.2	BONDS YET TO BE SOLD**
140	1.1	BONDS YET TO BE SOLD**
150	8.5	BONDS YET TO BE SOLD**
153	.9	BONDS YET TO BE SOLD**
154	.4	BONDS YET TO BE SOLD**
161	2.2	BONDS YET TO BE SOLD**
182	.8	BONDS YET TO BE SOLD**
184	.8	BONDS YET TO BE SOLD**
186	.3	BONDS YET TO BE SOLD**
188	.3	BONDS YET TO BE SOLD**
199	72.8	CAPITAL FUND ENHANCEMENT**
Total	100.0%	

Summary of Direct Cost Authorizations

Previously Approved EA Requests:	\$0
This Request:	\$412,500
Total EA Requests:	\$412,500
Previously Approved Budget:	\$269,500
Budget Adjustment Requested this EA:	\$143,000
Updated Budget:	\$412,500
Budget Remaining After This EA	\$0

Comments:

Phase	This EA Request	Previous EA Requests	EA Requests to Date	This Budget Request	Previous Budget	Updated Budget	Start	Finish
ENGINEERING - PLANNING IRWD	20,000	0	20,000	0	20,000	20,000	7/15	6/16
ENGINEERING - PLANNING OUTSIDE	20,000	0	20,000	0	20,000	20,000	7/15	6/16
ENGINEERING DESIGN - IRWD	10,000	0	10,000	10,000	0	10,000	7/15	6/16
ENGINEERING DESIGN - OUTSIDE	20,000	0	20,000	20,000	0	20,000	7/15	6/16
CONSTRUCTION	100,000	0	100,000	100,000	0	100,000	7/15	7/16
LEGAL	5,000	0	5,000	0	5,000	5,000	7/15	6/16
LAND	200,000	0	200,000	0	200,000	200,000	7/15	6/16
Contingency - 10.00% Subtotal	\$37,500	\$0	\$37,500	\$13,000	\$24,500	\$37,500		
Subtotal (Direct Costs)	\$412,500	\$0	\$412,500	\$143,000	\$269,500	\$412,500		
Estimated G/A - 185.00% of direct labor*	\$55,500	\$0	\$55,500	\$18,500	\$37,000	\$55,500		
Total	\$468,000	\$0	\$468,000	\$161,500	\$306,500	\$468,000		
Direct Labor	\$30,000	\$0	\$30,000	\$10,000	\$20,000	\$30,000		

*EA includes estimated G&A. Actual G&A will be applied based on the current ratio of direct labor to general and administrative costs.

EA Originator:

Jacob Moeder

7/7/15

Department Director:

Finance:

Board/General Manager:

** IRWD hereby declares that it reasonably expects those expenditures marked with two asterisks to be reimbursed with proceeds of future debt to be incurred by IRWD in a maximum principal amount of \$478,000. The above-captioned project is further described in the attached staff report and additional documents, if any, which are hereby incorporated by reference. This declaration of official intent to reimburse costs of the above-captioned project is made under Treasury Regulation Section 1.150-2.

July 27, 2015

Prepared by: M. Tetterer

Submitted by: P. Weghorst

Approved by: Paul Cook 

ACTION CALENDAR

BUDGET INCREASE FOR CONVERTING SITES TO RECYCLED WATER

SUMMARY:

The ongoing drought and the statewide mandate to reduce use of potable water have resulted in a significant increase in customer requests to convert sites from the use of potable water to recycled water. Staff is currently evaluating and prioritizing requests for conversion of nearly 100 sites to recycled water. To facilitate priority conversions, staff recommends that the Board approve an increase in the capital budget for FY 2015-16 for Project 30560 (6242) for Offsite Recycled Water Improvements in the amount of \$1,650,000 to be paid from the Conservation Fund.

BACKGROUND:

Many non-residential customer sites in IRWD's service area currently use potable water for irrigation that could be converted to the use of recycled water. The ongoing drought and the statewide mandate to reduce the use of potable water have resulted in a significant number of customer requests to convert irrigation sites to recycled water. In addition, the University of California, Irvine has expressed its desire to proceed with the conversion of UCI's central plant cooling towers to the use of recycled water.

Staff is currently evaluating and prioritizing requests for conversion of nearly 100 sites to recycled water. Staff's analysis takes into consideration the following factors:

- The amount of potable water that can be saved at each site;
- The proximity of recycled water distribution pipelines and the existence of service connections from the distribution pipelines to the curb at each site;
- Whether each site is served by a single-use or mixed-use meter (i.e., irrigation only versus combined irrigation and in-door potable use);
- IRWD's cost of conversion upstream of the meter;
- Local Resources Program (LRP) subsidies available from Metropolitan Water District of Southern California (Metropolitan); and
- The customers' net cost of conversion downstream of the meter based on the availability of financial incentives from Metropolitan and the opportunity for loans from IRWD.

IRWD Conversion Projects Costs:

The costs to construct a new recycled water service upstream of the meter (including providing the meter) are to be paid by IRWD. IRWD costs include construction materials, traffic control and permitting fees. For complex conversion projects, the costs also include design and construction contract labor.

The costs of constructing recycled water services are offset by LRP subsidies received from Metropolitan and by costs avoided by not needing to purchase treated water from Metropolitan. IRWD has an agreement with Metropolitan in which IRWD receives \$117 per acre-foot (AF) of recycled water produced and delivered to new recycled water customers resulting in a reduction in demand for potable water from Metropolitan. This agreement will expire in 2030.

Beginning in January 2016, IRWD will pay \$942 per AF for full-service treated water to Metropolitan through the Municipal Water District of Orange County. IRWD produces one acre-foot of recycled water at a cost of \$470 per AF. Converting a site to recycled water results in an avoided cost of \$472 (\$942 less \$470) per AF of water delivered to the customer.

Customer Conversion Costs:

Customer costs to convert a site downstream of a meter from potable water to recycled water vary based on the complexity of the site. A significant factor is whether the existing potable water use is through a single-use or mixed-use meter. A single-use meter serves a single use such as landscape irrigation. The conversion of these types of sites is relatively simple with minimal improvements required downstream of the meter. A mixed-use meter serves more than one type of use such as landscape irrigation and domestic indoor use. These types of sites are more complicated, more costly and take longer to convert because the improvements usually require the installation of additional piping.

Metropolitan has implemented its On-Site Retrofit Pilot Program to help pay for recycled water conversion costs downstream of meters. Metropolitan provides qualified customers a total of \$975 per AF for five years of annual potable water savings. In some cases the grant offered through Metropolitan's program will cover the customer's cost of improvements needed downstream of the meter when converting a site to the use of recycled water.

For projects that have costs downstream of the meter that exceed the available grant funding, IRWD may offer the customer a loan that would be repaid using the difference between charges for the commodity cost of potable water and recycled water. These loans require that a Retrofit Financing Agreement be executed between IRWD and the customer. Each agreement requires approval of IRWD's Board of Directors.

To facilitate the conversion of additional sites from potable to recycled water, staff recommends that the Board approve an increase in the capital budget for offsite recycled water improvements in the amount of \$1,650,000 and that the entire project amount be paid from the conservation fund.

FISCAL IMPACTS:

Project 30560 (6242) for the construction of Offsite Recycled Water Improvements in the conversion of non-residential customer sites from potable to recycled water is included in the Capital Budget for FY 2015-16. To facilitate the conversion of additional sites including the UCI cooling towers from potable to recycled water, staff requests the FY 2015-16 Capital Budget for Project 30560 (6242) to be paid from the Conservation Fund as shown below.

Project No.	Current Budget	Addition <Reduction>	Total Budget
30560(6242)	\$82,500	\$1,650,000	\$1,732,500

ENVIRONMENTAL COMPLIANCE:

Conversion projects are exempt from the California Environmental Quality Act (CEQA) in conformance with California Code of Regulation, Title 14, Chapter 3, Section 15301 (b) which provides exclusion for minor alteration of public facilities, and with Section 15282 in that the installation of new pipeline or maintenance, repair restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, is exempt as long as the project does not exceed one mile in length.

COMMITTEE STATUS:

This item was reviewed by the Water Resources Policy and Communications Committee on July 2, 2015.

RECOMMENDATION:

THAT THE BOARD APPROVE AN INCREASE IN THE CAPITAL BUDGET FOR FY 2015-16 FOR PROJECT 30560 (6242) FOR OFFSITE RECYCLED WATER IMPROVEMENTS IN THE AMOUNT OF \$1,650,000 AND THAT THE ENTIRE PROJECT AMOUNT BE PAID FROM THE CONSERVATION FUND.

LIST OF EXHIBITS:

None.

July 27, 2015

Prepared by: A. McNulty/R. Bennett

Submitted by: F. Sanchez/P. Weghorst *FW*

Approved by: Paul Cook *PC*

ACTION CALENDAR

EMBEDDED ENERGY PLAN CAPITAL BUDGET INCREASE

SUMMARY:

On April 28, 2014, the Board approved the development of an Embedded Energy Plan to quantify energy use associated with each District facility involved in the production, treatment, distribution, collection, reuse and disposal of water and biosolids. The plan will include the development of an analytical tool that can be used to identify portions of the District where future water conservation and energy reduction measures should be focused and where pumping surcharges could be assessed. Staff has determined that additional analyses are required to enhance the embedded energy plan and associated tool. The additional analyses were not included in the original scope of work and a budget increase is needed to complete the work. Staff recommends that the Board authorize a budget increase to the FY 2015-16 Capital Budget in the amount of \$42,175.50 for project 11792 (5343) and \$42,175.50 for project 30499 (5344).

BACKGROUND:

The preparation of an Embedded Energy Plan will build on the District's Energy and Greenhouse Gas Master Plan which identified additional water conservation as the highest ranked project for reducing energy use within the District. On April 28, 2014, the Board approved a Professional Services Agreement with Navigant Consulting to prepare the Embedded Energy Plan which includes the following work:

- Developing historic and future energy use estimates (in kilowatt-hours per acre-foot) associated with the production, treatment and distribution of water within the District summarized by water service area;
- Making energy use estimates associated with the collection, sewage treatment, distribution of recycled water and the treatment and production of biosolids;
- Quantifying current and historic energy savings associated with the District's water conservation programs;
- Developing embedded energy estimates for 20 years into the future; and
- Developing an analysis tool that can be used to identify portions of the District where future energy and water conservation measures should be focused and where pumping surcharges could be assessed.

Consultant Agreement Variance No. 1:

To enhance the Embedded Energy Plan, staff has determined that additional analyses are required that were not included in Navigant's original scope of work. The additional analyses are described in the memorandum from Navigant that is attached as Exhibit "A". The scope of the work and costs that are described in the memorandum were negotiated by staff and are considered fair and reasonable.

The additional work to be performed by Navigant is associated with additional data processing, expanding the number of geographic zones used in the analysis, enhancing the embedded energy analysis tool, supporting IRWD's participation in the Southern California Edison (SCE) Preferred Resources Pilot Program and additional project management. Following is a description of each additional work item.

Additional Data Processing:

Navigant's original scope of work assumed that IRWD would provide historic pumping data associated with each IRWD facility from a single source with relatively few data gaps. Multiple data sets were provided that required substantially more work to create a complete record. The additional effort associated with processing the multiple data sets has impacted the data collection task and a number of subsequent tasks in the development of the plan.

Expanding Number of Geographic Zones:

The original scope of work called for the spatial analysis to include approximately 50 water service areas to coincide with IRWD's 2002 Water Resources Master Plan. The spatial analysis is being expanded to track energy use in 141 different pressure zones consistent with IRWD's potable and non-potable system hydraulic models.

Enhancing Analysis Tool:

The Embedded Energy Analysis Tool will be enhanced to include additional functionality to present and analyze energy intensity, energy cost and water use by customer type. Enhancing the tool will require additional programming, quality control, coordination meetings and interim tool presentations to IRWD staff.

Supporting Preferred Resources Pilot:

At the request of staff, Navigant will provide support to IRWD's participation in SCE's Preferred Resources Pilot Program. Additional analysis results to be provided will include peak demands for each of IRWD's electrical accounts and greenhouse gas emission reductions associated with IRWD's historic water conservation programs. The Navigant team will provide up to 15 hours of on-call support of pilot program activities.

Project Management and Meetings:

In order to efficiently coordinate and review progress on the Embedded Energy Plan, additional bi-weekly coordination meetings and monthly progress meetings are required to coincide with an extended project schedule. The revised scope of work includes a seven month schedule extension to complete the additional work.

Status of Plan:

Navigant has made significant progress in the development of the Embedded Energy Plan and associated analysis tool. At the Board meeting, staff will provide a presentation on preliminary plan results and examples from the embedded energy analysis tool.

FISCAL IMPACTS:

Project 11792 (5343) and Project 30499 (5344) are included in the FY 2015-16 Capital Budget. Staff requests a budget increase to Project 11792 (5343) in the amount of \$42,175.50 and Project 30499 (5344) in the amount of \$42,175.50 as shown below. Variance No. 1 with Navigant Consulting in the amount of \$84,351 to complete the Embedded Energy Plan will be executed under the authority of the General Manager contingent upon Board approval of the budget increase.

<u>Project No.</u>	<u>Current Budget</u>	<u>Addition</u>	<u>Total Budget</u>
11792 (5343)	\$141,070	\$42,175.50	\$183,245.50
30499 (5344)	\$141,070	\$42,175.50	\$183,245.50

ENVIRONMENTAL COMPLIANCE:

This study is exempt from the California Environmental Quality Act (CEQA) as authorized under the California Code of Regulations, Title 14, Chapter 3, Section 15262, which provides exemption for planning studies.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on July 21, 2015.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE A BUDGET INCREASE TO THE FY 2015-16 CAPITAL BUDGET IN THE AMOUNT OF \$42,175.50 FOR PROJECT 11792 (5343) AND \$42,175.50 FOR PROJECT 30499 (5344).

LIST OF EXHIBITS:

Exhibit "A" – Navigant Consulting – Embedded Energy Plan Scope of Work for Variance No. 1

EXHIBIT "A"



1 Market Street
Spear Tower Suite 1200
San Francisco, CA 94105
415.356.7100 phone
415.356.4005 fax

Memorandum

To: Ray Bennett, IRWD
From: Amul Sathe, Navigant
Date: July 1, 2015
Re: Embedded Energy Plan –Variance No. 1

OVERVIEW

This memo documents activities to be performed under Variance No. 1 that include additional, out-of-scope work conducted for Embedded Energy Plan Project which Navigant is conducting for IRWD. The memo discusses scope in two sections; Changes to existing Scope and Additions to Scope. Following the description of scope, the last two sections of this memo document the requested additional schedule and budget to complete these scope changes.

CHANGES TO EXISTING SCOPE

This section describes the scope changes to the existing scope Tasks 2, 6, 7, 9, 8 and 1 that have been discussed with IRWD management staff.

Task 2: Historic Embedded Energy Savings

Reference to Original Scope of Work (SOW)

"Distribution pump flow data would likely come from historic SCADA data which the Navigant team can analyze. The time it takes to process SCADA data depends on the complexity and format of the data. For budgeting purposes, the Navigant team assumes SCADA data for a facility will be provided in a single file, time stamped for its entire relevant history (2005-2013)." (Page 10 of SOW)

Scope Change

Of the distribution pump flow data originally provided to Navigant, approximately 60% of the flow data was missing. The amount of missing data was more than expected. The Navigant team spent additional time filling data gaps and making estimates where data was completely missing understanding that the data provided was "best available" and analysis had to proceed. New information from IRWD indicates new/updated flow data is available and that significant portions of previous flow data will be removed from the analysis. The additional time spent cleaning initial data plus the anticipated time needed to update Task 2 analysis with new flow data will impact the project

budget. The updated results are expected to be a more accurate representation of IRWD's energy use and energy cost. Task 2 results feed into all other aspects of the study thus the overall accuracy of the entire study will improve upon completion of this scope change.

Task 6: Spatial Embedded Energy Savings

Reference to Original SOW

"This task will develop estimates of embedded energy in each of the approximately 50 water service areas within IRWD territory." (Page 17)

Scope Change

The project is currently tracking 109 Geopressure zones for potable water plus 32 non-potable water pressure zones for a total of 141 zones. Initial discussions were held with IRWD staff regarding which zone systems to use at the kickoff meeting and through subsequent project check-in meetings. These discussions concluded that the Navigant team would proceed with the required zones (109 GPZ and 32 non-potable zones) and would inform IRWD staff in the future if the budget is impacted by the change. Having conducting the surcharge analysis and made significant progress on spatial embedded energy estimates, it is now apparent the increase in number of zones and the need to use two different zone systems has impacted the project budget. The increased number of zones and use of two different zone systems increases the granularity of spatial analysis allowing IRWD to better target parts of the service area that have high energy use and high cost. This task will also combine the potable and non-potable energy data into one set of data and report the total at the GPZ level.

Task 7: Embedded Energy Management Tool

Reference to Original SOW

"Based on the defined methodology in Task 6, an Embedded Energy Management Tool will be built using Esri Model Builder tools and the GIS data developed in Tasks 4 and 6. The tool will allow user to:

- *identify a geographic region type for analysis*
- *identify the type analysis to be performed (water conservation or surcharge)*
- *(if a water conservation analysis is requested) the general type of water conservation activity to be considered (e.g. indoor or outdoor)." (Page 26)*

Scope Change

Several scope changes are documented in this variance:

- The tool operates using data from Task 6. Given the expansion of the number of zones from the original scope and the need to use up to three different modes in the tool (one for potable analysis, one for non-potable analysis and a third for combined potable and non-potable when reporting total energy intensity) the required granularity and complexity of the tool has increased and has impacted the project budget. Having to track and operate over three different sets of data has significantly increased the work required to complete the GIS tool.
- The scope of the tool has also added functionality beyond the original two functions: IRWD staff requested the ability to map data such as energy intensity, energy cost, and water use by customer type, allowing for user interface.

- The original intent of this task was to build the model in Esri Model Builder which only runs calculations based on predefined parameters with no user interaction at all. The additional functionality called for the use of a customized GIS tool, which in turn required additional effort to develop. The team is now using ArcObject with C# to accomplish the additional functionality required.
- The increased complexity and functionality of the tool also warrants additional internal quality control steps, coordination meetings, and interim tool presentations to IRWD to ensure the tool is completed on time, with high quality, and within budget.

The increased granularity and functionality of the tool will allow IRWD more refined conservation analysis, pumping surcharge analysis and user interface than allowed by the original scope. To date, the Navigant team had multiple conversations with IRWD staff about the functionality and direction of the tool. The expected functionality has been documented in great detail in a memo provided to IRWD staff, achieving that required additional meetings and iterations of the memo, beyond what was originally budgeted.

The updated scope of the tool's functionality is summarized below:

- Function 1: Data viewing
 - Water Use – use a map to display potable 2013 water use by potable zone or non-potable water use by non-potable zone. Users can select which customer types (Residential, Commercial, Agriculture, Irrigation, etc.) to be included.
 - Energy Intensity (EI) – use a map to display 2013 energy intensity in three possible cases: potable EI by potable zone, non-potable EI by non-potable zone, or total EI (potable + non-potable) by potable zone. Users can select which water systems should be included (users can select anywhere from one system to all 10 systems to be included in the results)
 - Cost Intensity (CI) – use a map to display 2013 energy intensity in two possible cases: potable CI by potable zone or non-potable CI by non-potable zone. Users can select which of the 10 water systems should be included.
- Function 2: Conservation Analysis
 - Users select to analyze potable water savings or non-potable water savings. Analysis for both potable and non-potable include all applicable water conservation measures (plus additional user defined measures) including indoor and outdoor measures. Potable and non-potable analyses is run separately.
 - Users select a defined geographic area.
 - Users input the number of each type of water conservation measure is to be installed in the defined geographic area.
 - Users can add new measures and update water savings per measure values for current measures.
 - Tool will calculate the total water savings and electric embedded energy savings resulting from the installed measures and reports results in a table.
- Function 3: Surcharge analysis
 - Users select to analyze potable or non-potable surcharge. Each analyses is run separately.
 - Tool will default display the new Navigant-recommended surcharge zones.

- Navigant recommendations contain 3 surcharge zones each for potable and non-potable systems.
- Each surcharge zone is a grouping of multiple pressure zones.
- Users can make adjustments to the default surcharge zones. This is done by re-grouping the pressure zones into different surcharge zones
 - Each of the 109 potable GPZs can be assigned to one of 9 potable surcharge zones. All 9 zones do not have to be used.
 - Each of the 32 non-potable pressure zones can be assigned to one of 3 non-potable surcharge zones. All 3 zones do not have to be used.
- Tool will calculate the surcharge in each zone and reports results in a table. A separate table will be output that identifies the user settings as to which pressure zones are grouped into which surcharge zones. Tables can be saved to the user's hard drive.
- The Navigant team will provide a method for IRWD to save user-defined surcharge groupings and recall them for use when the tool is re-opened in the future.

Task 9: Pumping Surcharge Analysis.

Task 9 was originally scoped to be completed after the embedded energy tool was completed. The tool was to be used to conduct the surcharge analysis. The delay in receipt of key flow data combined with the urgent need to complete the surcharge analysis lead the team to produce separate analysis spreadsheets for Task 9. Additionally the increase in number of zones the project team was required to track (see the task 6 discussion) as well as the need to track potable and non-potable surcharges separately increased the complexity of the analysis. Finally, the arrival of new flow data (see Task 2 discussion) requires the team to update previously conducted surcharge analysis. These multiple factors have affected project budget. The tool developed as part of Task 7 is still scoped to have the capability of conducting surcharge analysis. These scope changes will result in a more accurate surcharge analysis.

Task 8: Water Conservation Program Energy Savings

Reference to Original Scope of Work (SOW)

"In Task 8, the Navigant team will develop embedded energy estimates for the 2005–2013 time period." (Page 27 of SOW)

Scope Change

IRWD staff have asked the team to discuss and consider water conservation activities that occurred prior to the study period (pre-2005) in its final report. IRWD has conducted water conservation programs since the 1990s and implemented a tiered rate structure which also reduced water consumption. High level analysis and a summary of past activities will be incorporated into the Task 8 report leveraging existing summary data available from IRWD. This additional analysis is beyond the original scope of the study and is expected to impact the project budget. The additional analysis will provide better historical context for IRWD's current and future conservation activities and help reaffirm its role as a leader in conservation in our analysis.

Task 1: Project Management and Meetings

The original scope of work indicated project completion by December, 2014. At the kickoff meeting the completion date was adjusted to January 2015 based on a one-month delay in hosting the kickoff meeting. Unanticipated complexities and additions to the scope have pushed back the overall timeline of the project. These delays have caused increases in overall project management costs which included bi-weekly check-in meetings with IRWD. Many of the check-in meetings from July through December 2014 were spent discussing data availability, questions about perceived inconsistencies in received data, and approaches to addressing data gaps. The delay in the overall project timeline combined with the necessity to hold bi-weekly check-in meetings to date has affected the project budget.

ADDITIONS TO SCOPE

This section describes the scope changes IRWD staff asked the Navigant team add based on comments provided by IRWD and Southern California Edison representatives at the Embedded Energy Workshop conducted on March 24, 2015. These additional analyses will require additional budget.

1. **Task 12: Document the peak demand for each IRWD facility and coordinate with other consulting teams analyzing IRWD data.** This analysis will be an add-on to Task 2 (Historic Embedded Energy Estimates). This analysis will identify the peak demand (kW) for each facility in 2013 based on 2013 billing data. The analysis will provide a new table to the Task 2 report listing: facility name, 2013 energy use (KWh/yr), 2013 energy intensity (KWh/AF), observed peak demand (in kilowatts), and month during which peak demand was observed. The results of this analysis will help inform IRWD's discussions with SCE regarding demand reduction opportunities and SCE's Preferred Resources Pilot Program. Additionally, IRWD has asked the Navigant team coordinate with another consulting team (RMS Energy Consulting LLC). RMS is conducting a study funded by SCE to determine energy and peak demand savings opportunities within IRWD's system. The RMS team needs access to the same raw data the Navigant team is using. IRWD staff asked Navigant to support this process. Navigant understands this is a high priority addition to the scope and has already begun to share data with RMS per direction from IRWD staff. The hours budgeted for this effort include the initial sharing of data with the RMS team as well as anticipated future coordination with the RMS team (e.g. answering questions about the data and sharing applicable knowledge). The hours budgeted for future coordination is capped at 15 hours of Navigant staff time.
2. **Task 13: Document greenhouse gas (GHG) emissions savings.** This analysis will be an add-on to Task 8 (Conservation Analysis). The analysis will estimate the GHG emissions reductions that have resulted from water conservation program activity from 2005- 2013. The analysis will present results as a new table in the Task 8 documentation that describes the GHG emission reductions by year and by conservation program activity (i.e. residential vs. commercial water savings). Total GHG emissions from IRWD's operations have been previously summarized in IRWD's *Energy and GHG Master Plan* (2012) and further detailed in

IRWD's 2012 *Green House Gas Inventory* (2014). This analysis will focus on emissions savings that results from water conservation programs. Scope 1, 2, and 3 emissions reductions will be quantified where applicable. Upon review of past IRWD GHG documentation we expect the majority of GHG savings to originate from Scope 2 (purchased SCE power) and Scope 3 (energy used to import water and export sewage) with very little if any savings originating from Scope 1 (such as stationary emissions sources, vehicles, and biogas from sewage treatment plants). This task will use the same emissions factors and calculation equations previously documented in IRWD's 2012 *Green House Gas Inventory* (2014). The results of this analysis will help establish IRWD as a leader in the water-energy-carbon nexus.

REVISED SCHEDULE

A revised schedule that includes Variance No. 1 activities is shown below. As presented, the project is expected to be completed in August, 2015, approximately a seven month increase from the original scope of work.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17
Week Beginning:	5/4/15	5/11/15	5/18/15	5/25/15	6/1/15	6/8/15	6/15/15	6/22/15	6/29/15	7/6/15	7/13/15	7/20/15	7/27/15	8/3/15	8/10/15	8/17/15	8/24/15
Task 1: Flow Data Collection Complete																	
Task 2: Historic Embedded Energy Estimates				▲													
Task 3: Future Embedded Energy Estimates												▲					
Task 4: GIS Processing								▲									
Task 5: Historic Water Use Analysis	▲																
Task 6: Spatial Embedded Energy Estimates																	
Task 7: Embedded Energy Management Tool																	
Task 8: Water Conservation Program Energy Savings																	
Task 9: Pumping Surcharge Estimate																	
Task 10: Scopes of Work for New Data Collection and Embedded Energy Plan Updates																	
Task 11: Report																	
Task 12: Summarize Peak loads for facilities, Coordinate with RMS																	
Task 13: GHG Savings from Conservation Programs																	

Workshop
 Key Meeting
▲ Deliverable

A-7

BUDGET

The table below documents the necessary budget changes to meet the above described changes in scope and schedule associated with Variance No. 1. As presented, Variance No.1 requires an \$84,351 (30%) increase from the original budget of \$282,140 to \$366,491.

Navigant values the strong relationship we have built with IRWD and looks forward to continuing to support the District. As such, we offer a 10% discount on Navigant staff fees (as shown in the table below).

Staff Member	Firm	Title/Role	Rate	Hours								Task 13: GHG Emissions Reductions	Total
				Task 1	Task 2	Task 6	Task 7	Task 8	Task 9	Task 12: Peak Demand			
Amul Sathe	Navigant	Project Manager	\$210	20	10	5	2	4	10	20	4	75	
Kristin Landry	Navigant	Senior Consultant	\$160		60	15	4	10	20	25	15	149	
Jennifer Duffy	HDR	Area Manager	\$215	12								12	
Tobias Wolf	HDR	GIS Specialist	\$215				8					8	
Ben Porter	HDR	Subconsultant Project Manager	\$170	15	6	20			30			71	
Joel Engleson	HDR	Project Engineer Modeler	\$125			50	10		80			140	
Yuying Li	HDR	Project Engineer	\$135				110					110	
Subtotal Fees				\$9,330	\$12,720	\$13,100	\$18,880	\$2,440	\$20,400	\$8,200	\$3,240	\$88,310	
10% Discount on Navigant Staff Fees												\$3,959	
Total												\$84,351	

8-V

July 27, 2015

Prepared By: A. McNulty

Submitted by: F. Sanchez/P. Weghorst

Approved by: Paul Cook 

ACTION CALENDAR

FUNDING INCREASE AND ADDENDUM 3B TO THE TURF REMOVAL PROGRAM FUNDING AGREEMENT WITH MWDOC

SUMMARY:

One of the key elements of Irvine Ranch Water District's Water Use Efficiency Program is participation in a Turf Removal Program which encourages customers to replace non-functional turf with low water use landscape materials. Funding for this program that has been available from the Metropolitan Water District of Southern California. Metropolitan funds have been fully committed and that the Metropolitan program is no longer taking new applications. Staff has reviewed program participation rates and recommends that the Board authorize the General Manager to execute an addendum to the Water Conservation Participation Agreement between the Municipal Water District of Orange County (MWDOC) and IRWD to provide an increase of \$3,500,000 in IRWD funding to continue providing turf removal incentives for FY 2015-16.

BACKGROUND:

Since 2010, IRWD has participated in the Turf Removal Program that is administered by MWDOC and funded by Metropolitan. This water efficiency program encourages customers to replace non-functional turf with drought tolerant plants, permeable hardscapes and/or synthetic turf. This program has offered customers an incentive ranging from \$1.00 to \$2.00 per square foot for the removal of turf. IRWD's participation in the program accelerates outdoor water savings and will lead to long-term landscape transformations. Continued participation in the Turf Removal Program will help achieve IRWD's mandated 16 percent potable water savings target for the year 2015 and will complement IRWD's recently adopted revised outdoor allocation formula for potable irrigation. Following is an update on program funding and recommendations for IRWD funding of turf removals.

Turf Removal Program Funding:

IRWD has periodically provided supplemental funding ranging from \$0.50 to \$1.00 per square foot to augment the regional funding provided by Metropolitan. In May 2104, IRWD withdrew its supplemental funding to maintain a consistent \$2.00 per square foot rebate in response to Metropolitan's increase in regional funding. The total incentive amount from all combined funding sources has remained stable at \$2.00 per square foot for two consecutive years. On July 9, 2015, staff was informed that Metropolitan funds for the Turf Removal Program were fully committed and that Metropolitan's program is longer accepting new applications.

MWDOC is continuing to operate its locally administered program, and has a limited amount of grant funding from various sources that may temporarily cover administrative fees and provide up to \$0.50 per square foot. MWDOC is coordinating the details of how its grant funding will be applied and is expected to begin providing incentives within six weeks. Once the MWDOC grant funding is available, it would be applied to applications from that point forward. In the interim,

Action Calendar: Funding Increase and Addendum 3B to the Turf Removal Program Funding Agreement with MWDOC

July 27, 2015

Page 2

agencies have the option to fund turf removals and the \$30 to \$50 administration fees in response to new customer applications. Agencies can also continue providing incentives once the minimal MWDOC funding is made available and after it is exhausted. Agency funding would pass through an agreement with MWDOC.

Staff has reviewed program participation rates by IRWD customers and recommends that the Board authorize the General Manager to execute Addendum 3B to the Water Conservation Participation Agreement between the MWDOC and IRWD to provide an increase of \$3,500,000 in IRWD funding for turf removal incentives for FY 2015-16. Amendment 3B is provided as Exhibit "A". Details associated with the requested funding increase are provided below.

Projected IRWD Funding Requirements:

Staff has estimated that an additional \$3,500,000 in IRWD funding is needed to continue providing incentives through the Turf Removal Program from July through October 2015. This estimate is based upon maintaining the existing rebate amount of \$2.00 per square foot for residential customers and \$1.00 per square foot for commercial customers. The derivation of this funding requirement is shown in the following table.

Projected IRWD Turf Removal Program Funding Requirements
July 2015 through October 2015

Customer Type	Average Sq. Ft. Replaced	No. per Month	IRWD Funding Per Sq. Ft	Admin. Fee Per Application	Monthly Funding For Turf Removal	Monthly Admin. Fees	Total Monthly Funding	Total July-Oct 2015 Funding Required
Residential	800	210	\$2.00	\$30.00	\$336,000	\$6,300	\$342,300	\$1,369,200
Commercial	15,000	35	\$1.00	\$50.00	\$525,000	\$1,750	\$526,750	\$2,107,000
Total								\$3,476,200

The funding amounts shown in the table would provide for maintaining existing per site residential funding caps of \$6,000 and commercial funding caps of \$25,000. Since MWDOC grant funding is limited, the additional \$3,500,000 requirement assumes a worst case scenario where IRWD would need to provide full funding for the administrative fees and incentives. IRWD will continue to conduct its own pre- and post-turf removal inspections.

Future Program Revisions:

Staff will closely monitor and provide updates to the Board on the use of Turf Removal Program funds which will depend on the number of customer applications and availability of MWDOC grant funds. Staff will return to the Board with recommendations for future program adjustments that could include an end of summer adjustment to \$1.00 per square foot, authorization of additional funding or termination of the program. Any future revisions to the program would require well-planned advance outreach and notification to IRWD customers.

FISCAL IMPACTS:

The \$3,500,000 increase to the adopted FY 2015-16 Operating Budget would be funded from over-allocation revenues.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was not reviewed by Committee.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE ADDENDUM 3B TO THE WATER CONSERVATION PARTICIPATION AGREEMENT BETWEEN THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY AND IRVINE RANCH WATER DISTRICT, SUBJECT TO NON-SUBSTANTIVE CHANGES, TO INCREASE FUNDING IN THE AMOUNT OF \$3,500,000 FOR THE TURF REMOVAL PROGRAM FOR FY 2015-16.

LIST OF EXHIBITS:

Exhibit "A" – Addendum 3B to the Water Conservation Participation Agreement between the Municipal Water District of Orange County and Irvine Ranch Water District for FY 2015-16.

Exhibit “A”

Addendum 3B FY 15-16 Turf Removal Rebate Program Participant Agency Funding Authorization (Page 1 of 3)

Site Inspection; Election by Participant. Participant Agency must either (1) conduct pre- and post-turf removal site inspections for all Program Applications submitted to MWDOC from within the Participant’s service area, or (2) provide funding to MWDOC, as set forth below, for the cost of MWDOC’s site installation inspection consultant, Mission Resource Conservation District (MRCO), to conduct both pre- and post-turf removal inspections.

If Participant Agency elects to perform the pre- and post-turf removal inspections, Participant Agency shall be responsible for the activities described below:

For pre-turf removal inspections:

- Schedule and conduct the pre- turf removal inspection,
- Complete the pre-turf removal work order, as provided by MWDOC, with the required data and site photographs
- Establish that the applicant’s proposed project and site are consistent with the intent of the Program.
- Notify MWDOC If any site is being irrigated with recycled water.
- Submit the completed work order and site photographs to MWDOC.
- Recommend to approve or deny the application. If MWDOC staff agrees with the recommendation, it shall approve the application, designate the site as an eligible Program turf removal project, and issue a Notice to Proceed to the applicant, or reject the application and issue a Participation Denial Notice to the applicant. The final decision on a Notice to Proceed lies with MWDOC.

For post-turf removal inspections:

- Schedule and conduct the post-turf removal inspection
- Complete the post-turf removal work order, as provided by MWDOC, with the required data, site photographs, and receipts
- Establish that the applicant’s completed project and site are consistent with the intent and guidelines of the Program, including the following.
 - The site’s precise turf removal area in square feet that was removed. This shall be the basis for calculating the amount of each site’s rebate, not to exceed initial pre-turf removal inspection measurements, and the total turf removal project cost.
 - The site’s turf removal area does not include any live turf or turf-looking grasses.
 - The project area must include some plants.
 - The converted area’s irrigation system, if any, is a low flow system (drip, bubblers, or low-precipitation high-efficiency rotating nozzles). If part of a lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area.
 - All exposed soil in the converted area is covered with a 2-3” layer of mulch, except in areas planted with creeping or rooting groundcovers.

**Addendum 3B FY 15-16
Turf Removal Rebate Program
Participant Agency Funding Authorization (Page 2 of 3)**

- Converted area is permeable to air and water. Weed barriers must be permeable. Pavers must have sufficient spacing to allow water to permeate project area. Concrete, plastic sheeting or other impermeable surfaces do not qualify for incentives under the Program.
- No invasive plant species are used.

At the time of this Addendum, the residential turf removal inspection cost as charged to MWDOC by MRCD is \$105 per residential inspection. The total cost for both pre and post-turf removal residential inspections is thus \$210.00. The current commercial inspection cost as charged to MWDOC by MRCD is approximately \$165.36 per inspection, based on an average of four (4) hours for a small commercial site at \$37.84 per hour, plus \$28 per hour for inspection verification administration. Again, two commercial inspections are required, for a total estimated cost of \$330.72. Should the MRCD costs decrease or increase, MWDOC will pass these changes through to Participant Agency.

By its initials below, Irvine Ranch Water District hereby elects to either:
Name of Participant Agency

(1) Conduct its own inspections:

_____ **Initials Here**

or

(2) Provide funding to MWDOC to conduct inspections:

_____ **Initials Here**

Not to exceed funding amount to conduct Inspections

\$ _____

Participant has the option to provide supplemental funding to customers in its service area to further incentivize turf removal program participation. By completing Table 3 below, Participant Agency elects to provide supplemental funding for turf removal rebate incentives.

Table 3 –Turf Removal Supplemental Funding

Program	Not To Exceed Funding for Fiscal Year 15-16	Participant Agency Funding Amount per Square Foot	Notes/Special Considerations
Residential Turf Removal	\$3,000,000	\$2.00	IRWD funding up \$2/sf Residential and \$1/sf Commercial/PA based on availability of other funding sources such as MWDOC grant fund. Total customer incentive not to exceed \$2/\$1/sf from all funding sources. Caps per site are \$6,000 residential, \$25,000 commercial, and \$50,000 public agency.
CII Turf Removal		\$1.00	
Public Agency		\$2.00/first 3,000 sf \$1.00/thereafter	

**Addendum 3B FY 15-16
Turf Removal Rebate Program
Participant Agency Funding Authorization (Page 3 of 3)**

This funding authorization is effective only for the designated period or until a new authorization is received and approved by MWDOC. Each form submitted shall include the total authorization of the Agency for the specified time period.

Supplemental funding forms received by MWDOC by the 15th of a month will be sent to Metropolitan by the 20th of a month. Funding forms received by Metropolitan by the 20th of a month shall become effective on the first day of the following month unless a later Start Date is specified. Incentives will not be applied retroactively.

Participant Agency is obligated to pay supplemental funding for any on-line commitments made while this authorization is in effect. ***By signing, Participant Agency agrees to these terms.***

Participant Agency Irvine Ranch Water District

Authorizing Signature General Manager /Designee

Date

Date received: _____ Approved by _____

Date sent to Metropolitan, if applicable: _____

July 27, 2015

Prepared By: K. Welch/R. Bennett

Submitted by: F. Sanchez/P. Weghorst *ppw*

Approved by: Paul Cook *[Signature]*

ACTION CALENDAR

APPROVAL OF ROSEDALE DROUGHT RELIEF PROJECT CHANGE ORDERS

SUMMARY:

The drilling and construction of wells for the Drought Relief Project (DRP) is ongoing in the Rosedale-Rio Bravo Water Storage District (Rosedale) service area. This project will allow IRWD, Rosedale and Castaic Lake Water Agency (CLWA) to benefit from additional groundwater recovery and conveyance capacities that will supplement banking and exchange programs. The Cost Sharing Agreement for the project requires Rosedale to contract for the construction of the facilities and specifies that IRWD and CLWA are provided seven days to approve significant change orders. A need has been identified to drill pilot holes deeper than anticipated and to perform additional water quality zone testing as part the well drilling and construction project. Rosedale has executed change orders to complete the work. Staff recommends that the Board approve IRWD's share of the change order work in the amount of \$245,900 and authorize the General Manager to execute Rosedale's change order authorization request forms.

BACKGROUND:

The DRP will include the construction of 11 wells and associated conveyance facilities to provide additional groundwater recovery and conveyance capacities to IRWD, CLWA and Rosedale. This project will allow the three agencies to benefit from additional groundwater recovery and conveyance capacities that will supplement banking and exchange programs. IRWD's recovery capacity from the DRP will be used in conjunction with the Strand Ranch Integrated Banking Project. The DRP facilities are shown in the map provided as Exhibit "A".

On February 9, 2015, the Board approved the Cost Sharing Agreement with Rosedale and CLWA to share in the costs of the design and construction of the DRP facilities. Six wells known as the Superior Wells will be shared equally by IRWD and CLWA. The cost sharing of equipping of the six Superior wells is provided for in Amendment No. 1 to the Cost Sharing Agreement, which was approved by the Board on March 26, 2015.

On March 16, 2015, Rosedale executed a construction contract with Best Drilling and Pump for the drilling and construction and equipping of three wells within Rosedale's Western Well Field and the drilling and construction (but not equipping) of six Superior wells. The six Superior Wells to be constructed as part of the DRP were specified to be completed 800 ft. below ground surface (bgs) with a total of three isolated water quality zone tests to be performed.

Rosedale Change Orders:

The significant declines in regional groundwater levels that are occurring as a result of the ongoing drought conditions, have resulted in the cost sharing partners electing to evaluate the

drilling and construction of the proposed Superior wells at a deeper level than originally planned. The partners with the assistance of local consultants have confirmed the potential for relatively good water quality and production yields at depths ranging from 1,000 to 1,400 feet bgs.

In June, Rosedale executed a change order with Best Drilling for drilling the pilot hole for Well Sup-1 to 1,400 feet and performing three additional isolated aquifer water quality zone tests. The Well Sup-1 is located at the western portion of the Superior West well field. The bore hole was drilled to 1,400 feet and six zones were tested. It was determined that poor well yield and water quality occur below 960 feet at the Well Sup-1 site. Based on the zone testing results, Well Sup-1 is being completed with perforations down to 960 bgs.

In July, Rosedale executed a change order, based on the recommendations of staff, CLWA and Thomas Harder and Company, to drill the exploratory pilot hole for Well Sup-6 to 1,400 feet and to perform six zone tests. This well is the most easterly well in the project. The pilot hole at Superior Well 6 has been completed and well logs indicate the likelihood of good well yield down to 1,400 ft. Rosedale also executed a change order in July for Well Sup-2 that will facilitate drilling the pilot hole to 1,100 feet and performing five zone tests to evaluate water quality. The results of these change orders will inform the well completion design process. If it is determined that the wells should be completed below 1,000 feet, the Rosedale Board of Directors will need to approve any necessary addendum to environmental compliance documents for the project.

IRWD Approval of Change Orders:

Under the Cost Sharing Agreement, Rosedale has authority to approve contract change orders less than \$100,000. IRWD and CLWA must provide approval of change orders greater than \$100,000 within seven days of notification from Rosedale. Rosedale has prepared three notification letters dated July 15, 2015 as shown in Exhibit "B" documenting the change orders described above and requesting IRWD and CLWA approval of the changes as follows:

- Drilling a pilot hole to 1,400 feet at Well Sup-1 and performing three additional zone tests for a total cost of \$139,500;
- Drilling a pilot hole to 1,400 feet at Well Sup-6 and performing up to six zone tests for an estimated cost of \$205,500; and
- Drilling the pilot hole to 1,100 feet at Well Sup-2 and performing up to five zone tests for an estimated cost of \$134,000.

The total estimated cost for these project changes is \$499,000 of which IRWD's share is \$249,500. Sufficient contingency exists in Project 6023 (11812) to fund IRWD's share of the work. Staff recommends the Board approve IRWD's share of change order work and authorize the General Manager to execute Rosedale's change order authorization requests for the three wells.

FISCAL IMPACTS:

IRWD's share of the estimated cost for the requested change order work is \$249,500. Sufficient contingency exists in Project 6023 (11812) in the FY 2015-16 Capital Budget to fund the cost of this work.

ENVIRONMENTAL COMPLIANCE:

The construction and operation of the six Superior wells was included in the previously adopted Rosedale Master EIR and the Strand Ranch Integrated Banking Project EIR. Staff anticipates filing an Addendum to the Strand Ranch Integrated Banking Project EIR to clarify the use of the Drought Relief Project recovery facilities by IRWD and to increase the instantaneous recovery capacity to fulfill the 17,500 AF annual recovery limit on Strand Ranch. The construction and operation of the remaining Drought Relief Project facilities including the Central Intake Pipeline and CVC Tie-in facilities have been analyzed in the Stockdale Integrated Banking Project Draft EIR by Rosedale as the Lead Agency and IRWD as a Responsible Agency. A contract for the construction of these facilities will not be awarded until after the Stockdale EIR is certified which is expected in October 2015. These environmental documents have been developed in compliance with the California Environmental Quality Act (CEQA) of 1970 (as amended), codified at California Public Resources Code Sections 21000 et. seq. and the State CEQA Guidelines in the Code of Regulations, Title 14, Division 6, Chapter 3.

COMMITTEE STATUS:

Due to the seven-day change order approval notification requirement, this item was not reviewed by a Committee.

RECOMMENDATION:

THAT THE BOARD APPROVE IRWD'S SHARE OF THE CHANGE ORDER WORK FOR THE DRILLING AND CONSTRUCTION OF DROUGHT RELIEF PROJECT WELLS IN THE AMOUNT OF \$249,500 AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ROSEDALE'S CHANGE ORDER AUTHORIZATION REQUESTS DATED JULY 15, 2015.

LIST OF EXHIBITS:

Exhibit "A" – Location Map: Drought Relief Project

Exhibit "B" – Change Order Authorization Requests for Superior Wells Sup-1, 2 and 6

Exhibit "A"

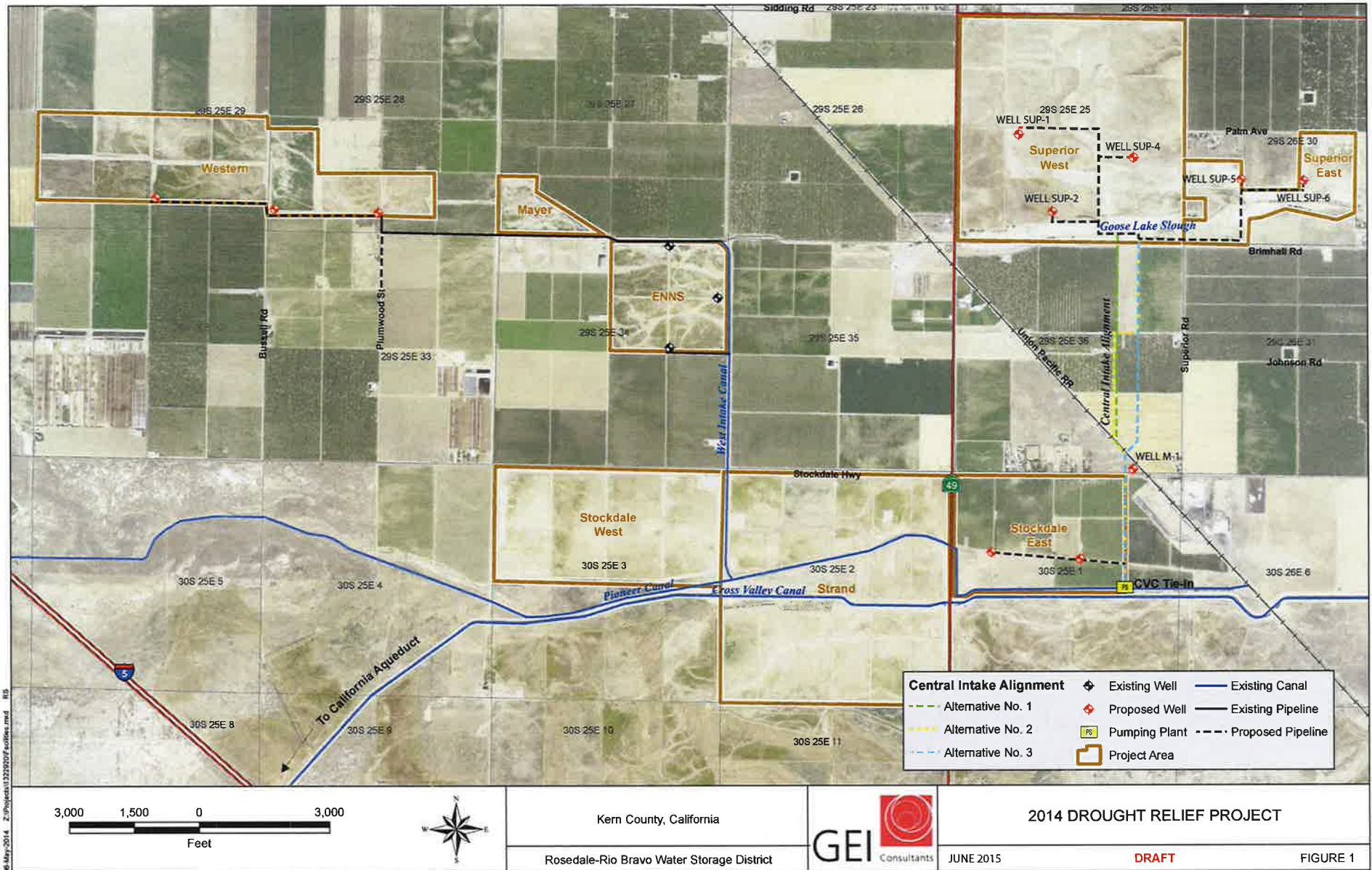


EXHIBIT "B"

TO: Dan Masnada, Castaic Lake Water Agency (CLWA)
Paul Cook, Irvine Ranch Water District (IRWD)

FROM: Dan Bartel, Rosedale-Rio Bravo Water Storage
District (RRBWS)

DATE: July 15, 2015

RE: 2014 Drought Relief Project – Constructing and Developing of Banking Recovery
Wells: Superior 1 Deep Pilot Borehole and Zone Testing



Per 2.e.ii of the Cost Sharing Agreement IRWD requested (and CLWA consented to) exploratory pilot drilling and zone testing in the Superior Well Field. Amounts of requests represent a material change per 2.e.iii of the Agreement. Rosedale-Rio Bravo Water Storage District consented to said exploratory deep drilling with the understanding that IRWD and CLWA reimburse all added costs associated with efforts to drill pilot holes deeper than 1000-feet and for additional zone testing.

800 w/s

This memo documents the estimated price change associated with the increase in the Superior 1 Site pilot borehole depth. Through pricing established in Contract Change Order No. 1 (Increase borehole depth at Superior 1 Site) the following Additive Bid Items were incorporated into the Contract with the estimated quantities for the additional work at Superior 1 Site shown:

<u>Item and Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.Quantity</u>	<u>Total Price</u>
1. Additive Bid Item No. 6 Well Move-In, Move-Out, and Clean-up	EA	\$14,000.00	1	\$14,000.00
2. Additive Bid Item No. 9 Drill Pilot Hole to 18-inch max. Diameter	LF	\$ 80.00	300	\$24,000.00
3. Additive Bid Item No.9A** Drill Pilot Hole to 18-inch max. Diameter	LF	\$ 105.00	300	\$31,500.00
4. Additive Bid Item No. 37A** Add Zone Testing on Existing Test	EA	\$30,000.00	1	\$30,000.00

**Denotes pricing for depth past 1,100 feet.

The above is priced for four zone tests. Through authorization provided via email dated May 21, 2015 from CLWA and IRWD (addition of two additional zone tests)) to RRBWS, the following prices from the Bid Proposal (Optional Items) went into effect:

<u>Item and Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.Quantity</u>	<u>Total Price</u>
5. Additive Bid Item No. 37 Add Zone Testing on Existing Test	EA	\$20,000.00	2	\$40,000.00

Therefore, the total increased contract cost of the Superior 1 Deep Pilot Borehole and Zone Testing (6 zone tests) will be \$139,500 (includes all applicable taxes, markups, shipping and handling).

These quantity adjustments will be reflected in subsequent Progress Estimates. Upon completion of the contracted work, a contract modification memo will be provided for field verified quantities, to indicate the final quantity adjustments.

CLWA _____ Date: _____
(Signature)

IRWD _____ Date: _____
(Signature)

TO: Dan Masnada, Castaic Lake Water Agency (CLWA)
Paul Cook, Irvine Ranch Water District (IRWD)

FROM: Dan Bartel, Rosedale-Rio Bravo Water Storage
District (RRBWS)

DATE: July 15, 2015

RE: 2014 Drought Relief Project – Constructing and Developing of Banking Recovery
Wells: Superior 2 Deep Pilot Borehole and Zone Testing



Per 2.e.ii of the Cost Sharing Agreement IRWD has requested (and CLWA consented to) exploratory pilot drilling and zone testing in the Superior Well Field. Amounts of requests represent a material change per 2.e.iii. Rosedale-Rio Bravo Water Storage District consents to said exploratory deep drilling with the understanding that IRWD and CLWA reimburse all added costs associated with efforts to drill pilot holes deeper than ~~1000~~ feet and for additional zone testing.

Gov ml

This memo documents the estimated price change associated with the increase in the Superior 2 Site pilot borehole depth. Through pricing established in Contract Change Order No. 1 (Increase borehole depth at Superior 1 Site) and authorization provided via Construction Memo #9 (Superior 2 borehole depth) to Best Drilling and Pump, Inc. the following Additive Bid Items were incorporated into the Contract with the estimated quantities for the additional work at Superior 2 Site shown:

<u>Item and Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.Quantity</u>	<u>Total Price</u>
1. Additive Bid Item No. 9 Drill Pilot Hole to 18-inch max. Diameter	LF	\$ 80.00	200	\$16,000.00
2. Additive Bid Item No. 36 Zone Testing- 3 Zones 1 Well	EA	\$70,000.00	1	\$70,000.00
3. Additive Bid Item No. 37B Zone Testing Pumping and Airlifting	HR	\$ 350.00	TBD	TBD

**Denotes pricing for depth past 1,100 feet.

Therefore, the total increased contract cost of the Superior 2 Deep Pilot Borehole and Zone Testing (3 zone tests) will be \$86,000 (includes all applicable taxes, markups, shipping and handling) and all costs associated with Additive Bid Item No. 37B associated with the time of zone test pumping and airlifting.

The above is priced for three zone tests. In the event that both IRWD and CLWA agree to include additional zone tests, the following prices previously approved in CCO No. 1 and the Bid Proposal (Optional Items) would be in effect:

<u>Item and Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.Quantity</u>	<u>Total Price</u>
1. Additive Bid Item No. 37 Add Zone Testing on Existing Test	EA	\$20,000.00	1	\$20,000.00
2. Additive Bid Item No. 37A** Add Zone Testing on Existing Test	EA	\$30,000.00	1	\$30,000.00

These quantity adjustments will be reflected in subsequent Progress Estimates. Upon completion of the contracted work, a contract modification memo will be provided for field verified quantities, to indicate the final quantity adjustments.

CLWA _____ Date: _____
 (Signature)

IRWD _____ Date: _____
 (Signature)

TO: Dan Masnada, Castaic Lake Water Agency (CLWA)
Paul Cook, Irvine Ranch Water District (IRWD)



FROM: Dan Bartel, Rosedale-Rio Bravo Water Storage
District (RRBWS)

DATE: July 15, 2015

RE: 2014 Drought Relief Project – Constructing and Developing of Banking Recovery
Wells: Superior 6 Deep Pilot Borehole and Zone Testing

Per 2.e.ii of the Cost Sharing Agreement IRWD has requested (and CLWA consented to) exploratory pilot drilling and zone testing in the Superior Well Field. Amounts of requests represent a material change per 2.e.iii. Rosedale-Rio Bravo Water Storage District consents to said exploratory deep drilling with the understanding that IRWD and CLWA reimburse all added costs associated with efforts to drill pilot holes deeper than ~~1000~~ feet and for additional zone testing. *800 mb*

This memo documents the estimated price change associated with the increase in the Superior 6 Site pilot borehole depth. Through pricing established in Contract Change Order No. 1 (Increase borehole depth at Superior 1 Site) and authorization provided via Construction Memo #7 (clarification of Specification Section H-3.F.3.b (Air Lifting Methods)) to Best Drilling and Pump, Inc. the following Additive Bid Items were incorporated into the Contract with the estimated quantities for the additional work at Superior 6 Site shown:

<u>Item and Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.Quantity</u>	<u>Total Price</u>
1. Additive Bid Item No. 9 Drill Pilot Hole to 18-inch max. Diameter	LF	\$ 80.00	300	\$24,000.00
2. Additive Bid Item No.9A** Drill Pilot Hole to 18-inch max. Diameter	LF	\$ 105.00	300	\$31,500.00
3. Additive Bid Item No. 36 Zone Testing- 3 Zones 1 Well	EA	\$70,000.00	1	\$70,000.00
4. Additive Bid Item No. 37B Zone Testing Pumping and Airlifting	HR	\$ 350.00	TBD	TBD

**Denotes pricing for depth past 1,100 feet.

Therefore, the total increased contract cost of the Superior 6 Deep Pilot Borehole and Zone Testing (3 zone tests) will be \$125,500 (includes all applicable taxes, markups, shipping and handling) plus all costs associated with Additive Bid Item No. 37B associated with the time of zone test pumping and airlifting.

The above is priced for three zone tests. In the event that both IRWD and CLWA agree to include additional zone tests, the following prices previously approved in CCO No. 1 and the Bid Proposal (Optional Items) would be in effect:

<u>Item and Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.Quantity</u>	<u>Total Price</u>
1. Additive Bid Item No. 37 Add Zone Testing on Existing Test	EA	\$20,000.00	1	\$20,000.00
2. Additive Bid Item No. 37A** Add Zone Testing on Existing Test	EA	\$30,000.00	1	\$30,000.00

These quantity adjustments will be reflected in subsequent Progress Estimates. Upon completion of the contracted work, a contract modification memo will be provided for field verified quantities, to indicate the final quantity adjustments.

CLWA _____ Date: _____
 (Signature)

IRWD _____ Date: _____
 (Signature)

July 27, 2015

Prepared by: B. Stewart/S. Malloy *SM*

Submitted by: K. Burton *K.B.*

Approved by: Paul Cook *PC*

ACTION CALENDAR

MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY FACILITIES CONTRACT CHANGE ORDER

SUMMARY:

Filanc/Balfour-Beatty (FBB) is constructing the Michelson Water Recycling Plant (MWRP) Biosolids and Energy Recovery Facilities (Biosolids Project). Contract Change Order (CCO) No. 30 includes several additions and credits. IRWD's procurement policy requires that a change order that has an absolute value greater than \$100,000 be submitted for Board approval. CCO No. 30 has an absolute value of \$1.4 million. It includes the installation of additional anchorage for the methane digesters, electrical and gas service lines modifications, acid phase piping modifications and canisters addition, pickle and passivating sludge mixers, and SCADA modifications along with credits for deletion of SCADA hardware and interior protective coating of the methane digesters, partnering costs, foundation piles repair costs, and other smaller items. Staff recommends that the Board approve CCO No. 30 in the credit amount of <\$47,976.59> with FBB for the MWRP Biosolids Project.

BACKGROUND:

Construction of the Biosolids Project was awarded to FBB in March 2013 in the amount of \$163,513,307. The Biosolids Project will provide biosolids digestion, dewatering, energy production, and on-site sludge drying. The project includes excavation for subsurface structures; installation of 3,009 foundation piles; three egg-shaped digesters; a state-of-the-art odor control system; a biogas conditioning system and power generation using micro-turbines; a fats, oil and grease receiving station; and new utility services. These facilities are being constructed on the land north of IRWD's existing Operations Center, maintenance shops, water quality laboratory, and warehouse.

CCO No. 30:

Staff negotiated with FBB to resolve several items contained in CCO No. 30. The items are as follows:

Installation of Additional Anchorage for Methane Digesters: During submittal review of the anchorage requirements for the methane digesters, it was determined that additional anchorage is necessary to resist seismic forces. The original design required 24 anchor bolts for each methane digester. After review by the construction management team, the design engineer and the methane digester manufacturer, it was concluded that a total of 32 anchor bolts as well as 88 shear pins were necessary for each digester. A previous change order, CCO No. 21, was approved for the fabrication and material costs of the additional anchorage as provided by the

methane digester manufacturer. This item is for FBB to install the anchorage system. It also has a time impact on Milestones 4, 5, and 6 as reflected in the following Project Schedule section. The cost of this item is \$118,335.54.

Electrical and Gas Modifications: Review comments from Southern California Edison (SCE) and Southern California Gas (SCG) were not received in time to be incorporated in to the construction bids documents. SCE and SCG have each submitted review comments to IRWD for implementation. This item is for an increased scope for the installation of these service lines. The SCE line extends from the Tree Hill parking lot into the Biosolids site. The SCG line will run from Michelson Drive into the project site. The costs include several new large conduits and high voltage electrical boxes. The cost of this item is \$363,978.41.

Acid Phase Digester Piping Modifications and Addition of Carbon Canisters: Based on the experience of new MWRP Operations staff, the acid phase gas piping was modified to allow more flexibility in responding to foaming should it occur. Additionally, carbon canisters were added to scrub and minimize odors should off-gassing occur. The cost of this item is \$88,076.01.

Pickling and Passivation of the Sludge Mixers: The two sludge holding tanks and three acid phase digesters each have stainless steel mixers. Because these five mixers will be exposed to a highly corrosive atmosphere, the mixers are constructed of stainless steel. However, the stainless steel must also be pickled and passivated to reduce corrosion. The pre-negotiated contract with the manufacturer did not include pickling and passivating the sludge mixers. This item is for the cost of pickling and passivating the five sludge mixers and is in the amount of \$73,997.23.

SCADA Input / Output (I/O) Modifications: Modifications were required to resolve discrepancies in the master I/O list. These modifications included equipment in the solids handling facility, methane digesters, acid phase digesters, and decant trough. The cost of this item is \$33,731.16.

Deletion of Interior Protective Coating of Methane Digesters: The lower portions of the three egg-shaped methane digesters are constructed with A36 carbon steel plates while the upper portion (about 10 feet) of the digesters are constructed with stainless steel plates. The original design included coating the interior of the A36 carbon steel plates with 15 mils of epoxy enamel.

During construction, staff reviewed the requirement to coat the interior of all three methane digesters. When the digesters are operating, all of the A36 carbon steel will be submerged in an anaerobic environment which is not conducive to corrosion. Furthermore, the carbon steel egg-shaped digesters installed in Mesa, Arizona, do not have an interior coating and have not experienced any internal corrosion. After consulting with the design engineer and the methane digester fabricator, staff concluded that the methane digesters would not require interior coating. This item is a credit of <\$398,571> for the labor and material to perform the coating.

Deletion of Bid Item No. 18.4 – Computers and Networking Hardware for the Control System:

The contract documents include a bid item allowance for SCADA computers and networking hardware. IRWD receives a significant discount from the computer hardware manufacturer (Dell), but the manufacturer would not provide the same discount to FBB. Therefore, staff decided to purchase the computers and hardware directly, saving IRWD approximately \$40,000. The credit for this item is <\$200,000>.

Credit for FBB's portion of Partnering: FBB agreed to split the cost of the project partnering with IRWD. The partnering services include quarterly staff partnering sessions, partnering sessions for the project executives, and monthly surveys. CCO No. 30 includes the cost through December 2016. This credit for this item is <\$81,948.33>.

Credit for IRWD's Costs Associated with Repair of Foundation Piles and Installing Couplers:

To facilitate construction, FBB requested that foundation pile rebar located in the methane digester area be cut so that construction vehicles could access the area. Cutting pile rebar was not part of the Contract Documents. FBB agreed to reimburse IRWD for the costs associated with repairing these concrete piles and installing couplers for all of the pile rebar that were cut off. As a condition of approval, FBB agreed to pay for special inspection of the couplers as required by the coupler manufacturer. These costs include inspection costs and reviews of submittals and RFIs by the Design Engineer. The credit for this item is <\$38,102.85>.

Credit for Other Items: Several smaller credit items included in CCO No. 30 are for 1) changing a storm drain line from ductile iron to PVC; 2) deletion of waterstops at the methane digester complex; 3) changing the heat dryer wet material mixer from a high strength A24 steel to A36 steel; and 4) the travel cost of the on-site inspection for the five sludge mixers. The Contract Documents required the Contractor to pay for the travel cost. The design engineer performed the inspection and invoiced IRWD. The total credit for these items is <\$7,472.76>.

Staff recommends the Board approve CCO No. 30 in the credit amount of <\$47,976.59> which is attached as Exhibit "A". The Construction Change Order Summary is attached as Exhibit "B".

Project Schedule:

CCO No. 30 includes a time extension of 17 calendar days for Milestones 1 through 7 due to weather-related delays. This weather-related extension is through June 30, 2015. Additionally, Milestones 4, 5, and 6 were extended due to the installation of the additional anchorage for the methane digesters. Milestone 4 was extended by 59 calendar days, Milestone 5 was extended by 56 calendar days, and Milestone 6 was extended by 12 calendar days. At this time, the final completion date of October 28, 2016 is unchanged.

No.	Milestone Description	Current Milestone Date	Additional days	Revised Milestone Date
	Notice of Award	4/29/2013	-	-
	Notice to Proceed	6/3/2013	-	-
1	WAS and Primary Sludge Processing	12/27/2015	17	1/13/2016
2	Sludge Thickening Facilities	2/12/2016	17	2/29/2016
3	FOG Receiving Station	3/12/2016	17	3/29/2016
4	Anaerobic Digestion Facilities	1/20/2016	76	4/05/2016
5	All Class B Biosolids Facilities	3/2/2016	73	5/14/2016
6	Microturbine Power Generation	6/30/2016	29	7/29/2016
7	Class A Biosolids Facilities	8/29/2016	17	9/15/2016
Final	All other work	10/28/2016	-	-

FISCAL IMPACTS:

The MWRP Biosolids and Energy Recovery Facilities Project 21146 (4286) is included in the FY 2015-16 Capital Budget. The existing budget is sufficient to fund CCO No. 30.

ENVIRONMENTAL COMPLIANCE:

The MWRP Biosolids and Energy Recovery Facilities is subject to the California Environmental Quality Act (CEQA) and in conformance with the California Code of Regulations Title 14, Chapter 3, Article 7, a Supplemental Environmental Impact Report (SEIR), SCH # 2011031091, was certified by IRWD at its October 22, 2012 meeting. The City of Irvine Planning Commission approved a conditional use permit for the IRWD Biosolids Project at its December 6, 2012 meeting.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on July 21, 2015. Since the Committee meeting, \$10,963.38 was added to the item *Pickling and Passivation of Sludge Mixers* and a credit of <\$38,102.85> pertaining to the installation of the piles was added.

RECOMMENDATION:

THAT THE BOARD APPROVE CONTRACT CHANGE ORDER NO. 30 IN THE CREDIT AMOUNT OF <\$47,976.59> FOR THE INSTALLATION OF ADDITIONAL ANCHORAGE FOR THE METHANE DIGESTERS, ELECTRICAL AND GAS SERVICE LINES MODIFICATIONS, ACID PHASE PIPING MODIFICATIONS AND CANISTERS ADDITION, PICKLE AND PASSIVATING SLUDGE MIXERS, AND SCADA MODIFICATIONS ALONG WITH CREDITS FOR DELETION OF SCADA HARDWARE AND INTERIOR PROTECTIVE COATING OF THE METHANE DIGESTERS, PARTNERING COSTS, FOUNDATION PILE REPAIR COSTS, AND OTHER SMALLER ITEMS WITH FILANC/BALFOUR-BEATTY FOR THE MICHELSON WATER RECYCLING PLANT BIOSOLIDS AND ENERGY RECOVERY FACILITIES, PROJECT 21146 (4286).

Action Calendar: Michelson Water Recycling Plant Biosolids and Energy Recovery Facilities
Contract Change Order
July 27, 2015
Page 5

LIST OF EXHIBITS:

Exhibit "A" – Contract Change Order No. 30 with FBB
Exhibit "B" – Construction Change Order Summary

CONTR EXHIBIT "A"

IRVINE RANCH WATER DISTRICT
 15600 Sand Canyon Avenue
 Irvine, California 92618
 (949) 453-5300
 MWRP Biosolids and Energy Recovery Facilities



C.O. No. 30

Final

Project No. 21146 (4286)

Date: July 24, 2015

Project Title

THE FOLLOWING CHANGE TO CONTRACT, DRAWINGS AND SPECIFICATIONS IS PROPOSED.	\$ ADDITIONS	\$ DELETIONS	DAYS ±
1. Credit for Changing Storm Drain Line from Ductile Iron to PVC (CR-042) PR 21146 (4286) Task 3520	\$0.00	\$1,890.92	0
2. Installation of Additional Digester Anchorage (CR-051B) PR 21146 (4286) Task 3505	\$118,335.54	\$0.00	0
3. Huber Screens I/O Modifications per RFI-0391 and RFI-0525A (CR-068) PR 21146 (4286) Task 3510	\$12,579.20	\$0.00	0
4. Credit for FBB's Portion of Partnering (CR-090) PR 21146 (4286) Task	\$0.00	\$81,948.33	0
5. Deletion of Waterstops at Methane Digester Complex (CR-102) PR 21146 (4286) Task 3505	\$0.00	\$2,505.79	0
6. Deletion of Bid Item No. 18.4 – Computers and Networking Hardware for the Control System (CR-138) PR 21146 (4286) Task 3510	\$0.00	\$200,000.00	0
7. Electrical and Gas Modifications (CR-146) PR 21146 (4286) Task 3510	\$363,978.41	\$0.00	0
8. Credit for Changing Heat Dryer Wet Material Mixer from A24 Steel to A36 Steel (CR-157) PR 21146 (4286) Task 3520	\$0.00	\$2,392.66	0
9. Credit for Travel Cost of On-Site Inspection for Sludge Mixers (CR-175) PR 21146 (4286) Task 3520	\$0.00	\$683.39	0
10. Heat Dryer I/O Modifications per RFI-0626 (CR-179) PR 21146 (4286) Task 3510	\$11,191.41	\$0.00	0
11. Decant Trough I/O Modifications per RFI-0979 (CR-202) PR 21146 (4286) Task 3510	\$9,960.55	\$0.00	0
12. Deletion of Interior Coating of Methane Digesters (CR-188) PR 21146 (4286) Task 3520	\$0.00	\$398,571.00	0
13. Piping Modifications and Addition of Carbon Canisters (CR-218) PR 21146 (4286) Task 3520	\$88,076.01	\$0.00	0
14. Pickling and Passivation of Sludge Mixers (CR-248) PR 21146 (4286) Task 3520	\$73,997.23	\$0.00	0
15. IRWD Costs Associated to Repairing Foundation Piles and Installing Couplers (CR-139) PR 21146 (4286) Task 3505	\$0.00	\$38,102.85	0
Notes: 1. Milestones 1, 2, 3 and 7 are extended by 17 calendar days for weather-related delays. Milestone 1 is extended to January 13, 2016. Milestone 2 is extended to February 29, 2016. Milestone 3 is extended to March 29, 2016. Milestone 7 is extended to September 15, 2016. 2. As a result of CR-051B and 17 calendar days for weather-related delays, Milestone 4 is extended by 59 calendar days to April 5, 2016; Milestone 5 is extended by 56 calendar days to May 14, 2016; and Milestone 6 is extended by 12 calendar days to July 29, 2016. 3. The project completion date of October 28, 2016 is unchanged by this Change Order.			
TOTAL	\$678,118.35	\$726,094.94	0

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Order shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required. The parties mutually agree the pricing set forth in this Change Order are complete and fair compensation for the entirety of the work authorized under this Change Order and that no additional compensation is warranted nor shall it be allowed.

CHANGES: All workmanship and materials called for by this Order shall be fully in accord with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the contract will not be extended unless expressly provided for in this Change Order.

DAYS +

1. NET AMOUNT THIS CHANGE ORDER	=	(\$47,976.59)	0
2. ORIGINAL CONTRACT AMOUNT	=	\$163,465,940.00	1,278
3. TOTAL PREVIOUS CHANGE ORDERS	=	\$3,373,124.40	0
4. TOTAL BEFORE THIS CHANGE ORDER (2+ 3)	=	\$166,839,064.40	1,278
5. PROPOSED REVISED CONTRACT AMOUNT TO DATE (1+4) =		\$166,791,087.81	1,278

We hereby agree to make the above change subject to the terms of this change order for the sum of: _____
 -----A CREDIT AMOUNT OF Forty-Seven Thousand Nine Hundred Seventy-Six and 59/100-----Dollars

Filanc/Balfour Beatty, JV

Date	Contractor	By: Harry Cosmos, President
SIGNATURE	DATE	APPROVAL LEVEL REQUIRED
IRWD Engineer or Consulting Engineer <i>Steve Malloy</i>	Date <i>7-24-15</i>	Department Director Approval Required <input type="checkbox"/>
Principal Engineer – MWRP Construction	Date	Executive Department Director Approval Required <input type="checkbox"/>
Executive Director of Engineering and Water Quality	Date	General Manager Approval Required <input type="checkbox"/>
General Manager	Date	Board Approval Required <input checked="" type="checkbox"/>
		By _____ Date _____
		Purchase Order No. _____

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required are attached hereto and made a part hereof. This Change Order shall not be considered as such until it has been signed by the Owner and the Contractor. Upon final approval, distribution of copies will be made as required. The parties mutually agree the pricing set forth in this Change Order are complete and fair compensation for the entirety of the work authorized under this Change Order and that no additional compensation is warranted nor shall it be allowed.

CHANGES: All workmanship and materials called for by this Order shall be fully in accord with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the contract will not be extended unless expressly provided for in this Change Order.

MWRP Biosolids and Energy Recovery Facilities
PR 21146 (4286)
Construction Change Order Summary

EXHIBIT "B"

Contractor: Filano/Balfour-Beatty
Design Engine Black & Veatch

				Contract Amount						Contract Days				Original Completion Date:
				Original Contract Amount: \$163,465,940.00						Original Days: 1,278				10/28/2016
Change Order	Description	Category	IRWD or FBB	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum Total C O days	Revised Total Contract Days	Revised Completion Date
1	Approved by Exe Director of Engineering and Water Quality Approved on October 24, 2013				\$20,202.42	\$0.00	\$20,202.42	0.01%	\$163,486,142.42	0	0	0	1,278	10/28/2016
1.1	Modifications to Road to Development Area - Delete AC to Triangle, add AB to Michelson (CR-004)	A	IRWD	\$ 20,202.42						0				
2	Approved by Exe Director of Engineering and Water Quality Approved on November 13, 2013				\$12,475.08	\$20,202.42	\$32,677.50	0.02%	\$163,498,617.50	0	0	0	1,278	10/28/2016
2.1	Street Light Conduit Modifications (CR-007)	B	IRWD	\$ 12,475.08						0				
3	Approved by Board of Directors Approved on March 10, 2014				\$745,503.00	\$32,677.50	\$778,180.50	0.48%	\$164,244,120.50	0	0	0	1,278	10/28/2016
3.1	Bid Quantity Adjustment of Bid Item 8.6 Pre-Drill	B	FBB	\$ 745,503.00						0				
4	Approved by Exe Dir of Eng & Water Quality Approved on March 14, 2014				\$23,029.22	\$778,180.50	\$801,209.72	0.49%	\$164,267,149.72	0	0	0	1,278	10/28/2016
4.1	Installation of Five Additional Groundwater Wells and Monitoring - (CR-006) PR 21146 (4286) Task 3505	A	IRWD	\$11,047.81						0				
4.2	Brace Bay Modifications at the FOG Station - (CR-015) PR 21146 (4286) Task 3505	C	FBB	\$2,977.81						0				
4.3	Grounding Extension at Nitrogen and Mineral Oil System (CR-025) PR 21146 (4286) Task 3510	C	IRWD	\$9,003.60						0				
5	Approved by Exe Dir of Eng & Water Quality Approved on March 14, 2014				\$24,851.73	\$801,209.72	\$826,061.45	0.51%	\$164,292,001.45	0	0	0	1,278	10/28/2016
5.1	Unidentified Utility - Meter Shop Discharge (CR-008) PR 21146 (4286) Task 3505	B	IRWD	\$15,225.75						0				
5.2	Connection Beam Modifications at Solids Handling Facility (CR-014) PR 21146 (4286) Task 3235	C	FBB	\$8,270.86						0				
5.3	Increased Grating Thickness at Solids Handling Facility (CR-041) PR 21146 (4286) Task 3505	C	FBB	\$1,355.12						0				
6	Approved by General Manager Approved on March 20, 2014				\$31,815.00	\$826,061.45	\$857,876.45	0.52%	\$164,323,816.45	0	0	0	1,278	10/28/2016
6.1	Additional Costs to Install Piles to the Design Tip (CR-033) PR 21146 (4286) Task 3505	B	FBB	\$31,815.00						0				
7	Approved by Exe Dir of Eng & Water Quality Approved on April 21, 2014				\$24,725.00	\$857,876.45	\$882,601.45	0.54%	\$164,348,541.45	0	0	0	1,278	10/28/2016
7.1	Meter Shop Discharge Pipe Leak Investigation and Repair (CR-013) PR 21146 (4286) Task 3505	B	IRWD	\$2,542.00						0				
7.2	Additional Reinforcement and Lifting Eyes for Removable Slabs at Solids Handling Building (CR-021) PR 21146 (4286) Task 3505	C	FBB	\$14,059.00						0				
7.3	Increased Grating Thickness at Solids Handling Facility (CR-041) PR 21146 (4286) Task 3505 Additional Conductance Probe Materials for Relay Level Switches for Various Sumps Located at the Microturbine Area PR 21146 (4286) Task 3510	C	FBB	\$8,124.00						0				

**MWRP Biosolids and Energy Recovery Facilities
PR 21146 (4286)
Construction Change Order Summary**

Contractor: Filano/Balfour-Beatty
Design Engine Black & Veatch

				Contract Amount						Contract Days				Original Completion Date:
				Original Contract Amount: \$163,465,940.00						Original Days: 1,278				10/28/2016
Change Order	Description	Category	IRWD or FBB	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum Total C O days	Revised Total Contract Days	Revised Completion Date
8	Approved by General Manager Approved on April 21, 2014				(\$49,990.00)	\$882,601.45	\$832,611.45	0.51%	\$164,298,551.45	0	0	0	1,278	10/28/2016
8.1	Cost Sharing for Project Partnering Credit for Primavera 7.0 Project Portfolio Management Software (CR-002) PR 21146 (4286) Task 3235	A	IRWD	(\$14,611.00)						0				
8.2		A	IRWD	(\$2,700.00)						0				
8.3	Deletion of Concrete Pad near Development Area (CR-004A) PR 21146 (4286) Task 3235	A	IRWD	(\$3,865.00)						0				
8.4	Deletion of Ground Test Device (CR-034) PR 21146 (4286) Task 3210	A	IRWD	(\$15,579.00)						0				
8.5	Deletion of Existing T-4 Switchgear Level Indicating Switch (CR-035) PR 21146 (4286) Task 3210	A	IRWD	(\$9,167.00)						0				
8.6	Change to NEMA 4X Panels and Modification to NEMA 4X Bar Graph Display (CR-046) PR 21146 (4286) Task 3210	A	IRWD	(\$4,068.00)						0				
9	Approved by Exe. Director of Eng. & Water Quality Approved on May 31, 2014				\$24,840.17	\$832,611.45	\$857,451.62	0.52%	\$164,323,391.62	0	0	0	1,278	10/28/2016
9.1	Additional Circuits for Gas Monitors and Re-route of Conduits in Solids Handling Facility (CR-028) PR 21146 (4286) Task 3510	C	FBB	\$1,187.49						0				
9.2	Cantilevered Beam Support Modifications in the Solids Handling Facility (CR-049) PR 21146 (4286) Task 3505	C	FBB	\$4,605.30						0				
9.3	Additional Ethernet Switches (CR-062) PR 21146 (4286) Task 3510	C	IRWD	\$19,047.38						0				
10	Approved by Exe. Director of Eng. & Water Quality Approved on May 31, 2014				\$21,398.99	\$857,451.62	\$878,850.61	0.54%	\$164,344,790.61	0	0	0	1,278	10/28/2016
10.1	Additional Grace Ports for Various PLCs (CR-030) PR 21146 (4286) Task 3510	C	IRWD	\$8,580.62						0				
10.2	Provide H-20 Rated Hatches at WAS Pump Station and Valve Vault (CR-061) PR 21146 (4286) Task 3505	C	IRWD	\$12,818.37						0				
11	Approved by Exe. Director of Eng. & Water Quality Approved on June 4, 2014				\$24,739.76	\$878,850.61	\$903,590.37	0.55%	\$164,369,530.37	#REF!	0	#REF!	#REF!	10/28/2016
11.1	Waste Activated Sludge (WAS) Pump Station Structural Modifications (CR-023) PR 21146 (4286) Task 3505	C	IRWD	\$12,905.49						0				
11.2	Removable Slab Modifications on the Second Floor of Solids Handling Building (CR-064) PR 21146 (4286) Task 3505	C	IRWD	\$11,834.27						0				

**MWRP Biosolids and Energy Recovery Facilities
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Design Engine Black & Veatch

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Change Order	Description	Category	IRWD or FBB	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C O days	Revised Total Contract Days	Revised Completion Date
12	Approved by Board of Directors Approved on July 21, 2014				\$156,580.22	\$903,590.37	\$1,060,170.59	0.65%	\$164,526,110.59	0	0	0	1,278	10/28/2016
12.1	Final Bid Quantity Adjustment for Bid Item No. 5.2 - Undocumented Fill (suitable) - Remedial Grading - Remove and Re-compact a net increase of 8,104.7 CY from 51,700 CY to 59,804.7 CY at \$5/CY. PR 21146 (4286) Task 3505	B	N/A	\$40,523.37						0				
12.2	Final Bid Quantity Adjustment for Bid Item No. 5.5 - Undocumented Fill (not suitable) - Remedial Grading - Remove and Export Offsite, a net increase of 60 CY, from 1,800 CY to 1,860 CY at \$25 /CY. PR 21146 (4286) Task 3505	B	N/A	\$1,500.00						0				
12.3	Final Bid Quantity Adjustment for Bid Item No. 5.6 - Geotextile Fabric - Remedial Grading, a net decrease of 5,414 SF, from 181,500 SF to 176,086 SF at \$0.40/SF. PR 21146 (4286) Task 3505	B	N/A	(\$2,165.60)						0				
12.4	Final Bid Quantity Adjustment for Bid Item No. 5.6 - Geotextile Fabric - Remedial Grading, a net decrease of 5,414 SF, from 181,500 SF to 176,086 SF at \$0.40/SF. PR 21146 (4286) Task 3505	B	N/A	(\$6,523.33)						0				
12.5	Final Bid Quantity Adjustment for Bid Item No. 5.8 - Undocumented Fill - Deep Foundations - Removal, a net increase of 966 CY, from 21,650 CY to 22,616 CY at \$5.50/CY. PR 21146 (4286) Task 3505	B	N/A	\$5,313.00						0				
12.6	Final Bid Quantity Adjustment for Bid Item No. 5.9 - Alluvium - Remedial Grading - Removal and Export Offsite, a net increase of 2,076 CY, from 28,154 CY to 30,230 CY at \$35/CY. PR 21146 (4286) Task 3505	B	N/A	\$72,665.98						0				
12.7	Final Bid Quantity Adjustment for Bid Item No. 5.10 - Undocumented Fill - Deep Foundations - Compaction of stockpiled materials, a net increase of 3,117 CY, from 11,400 CY to 14,517 CY at \$15/CY. PR 21146 (4286) Task 3505	B	N/A	\$46,755.00						0				
12.8	Final Bid Quantity Adjustment for Bid Item No. 5.11 - Undocumented Fill - Deep Foundations - Export excess offsite a net decrease of 2,151 CY, from 10,250 CY to 8,099 CY. PR 21146 (4286) Task 3505	B	N/A	(\$30,114.00)						0				
12.9	Final Bid Quantity Adjustment for Bid Item No. 5.12 - Geotextile Fabric - Deep Foundations, a net increase of 9,218 SF, from 51,500 SF to 60,718 SF at \$0.60/SF. PR 21146 (4286) Task 3505	B	N/A	\$5,530.80						0				
12.10	Final Bid Quantity Adjustment for Bid Item No. 5.13 - Aggregate Base - Deep Foundations, a net increase of 513.2 CY, from 2,860 CY to 3,373.2 CY at \$45/CY. PR 21146 (4286) Task 3505	B	N/A	\$23,095.00						0				
13	Approved by Exe. Director of Engineering & Water Quality Approved on July 10, 2014				\$10,129.18	\$1,060,170.59	\$1,070,299.77	0.65%	\$164,536,239.77	0	0	0	1,278	10/28/2016
13.1	Modifications to Switchgear 16 (CR-070) PR 21146 (4286) Task 3510	A	FBB	\$10,129.18						0				
14	Approved by General Manager Approved on June 24, 2014				\$44,543.19	\$1,070,299.77	\$1,114,842.96	0.68%	\$164,580,782.96	0	0	0	1,278	10/28/2016
14.1	Slide Gates Clarification Regarding Actuators (CR-039) PR 21146 (4286) Task 3520	A	IRWD	\$44,543.19						0				

**MWRP Biosolids and Energy Recovery Facilities
PR 21146 (4286)
Construction Change Order Summary**

Contractor: Filanc/Balfour-Beatty
Design Engine Black & Veatch

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				Original Contract Amount: \$163,465,940.00						Original Days: 1,278				10/28/2016
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15	Approved by General Manager Approval on July 31, 2014				\$45,214.40	\$1,114,842.96	\$1,160,057.36	0.71%	\$164,625,997.36	0	0	0	1,278	10/28/2016
15.1	Provide Masonry Shelf Angle at Digester Control Building (CR-031) PR 21146 (4286) Task 3505	C	FBB	\$27,543.19						0				
15.2	Beam Size Increase for Monorail Runway in Solids Handling Building - (CR-074) PR 21146 (4286) Task 3505	C	FBB	\$1,200.47						0				
15.3	Upsize Odor Control Circulation Pump Motor Disconnects (CR-082) PR 21146 (4286) Task 3510	B	FBB	\$1,184.83						0				
15.4	Additional Deck Support for the Solids Handling Building Roof (CR-044) PR 21146 (4286) Task 3505	C	FBB	\$15,285.91						0				
16	Approved by E&O Committee Approved on August 19, 2014				\$62,037.10	\$1,160,057.36	\$1,222,094.46	0.75%	\$164,688,034.46	0	0	0	1,278	10/28/2016
16.1	Installation of Level 3 Diesel Particulate Filter (DPF) on the Standby Generator - (CR-073) PR 21146 (4286) Task 3520	B	IRWD	\$62,037.10						0				
17	Approved by Board of Directors Approved on August 25, 2014				(\$106,241.99)	\$1,222,094.46	\$1,115,852.47	0.68%	\$164,581,792.47	0	0	0	1,278	10/28/2016
17.1	Modifications to Switchgear 16 (CR-070A) PR 21146 (4286) Task 3510	A	FBB	(\$106,241.99)						0				
18	Approved by Board of Directors Approved on August 25, 2014				\$108,087.55	\$1,115,852.47	\$1,223,940.02	0.75%	\$164,689,880.02	0	0	0	1,278	10/28/2016
18.1	Stormwater Drainage System Modification (CR-017) PR 21146 (4286)	A	IRWD	\$108,087.55						0				
19	Approved by Executive Director of Engineering & Water Quality Approved on September 30, 2014				\$72,572.86	\$1,223,940.02	\$1,296,512.88	0.79%	\$164,762,452.88	0	0	0	1,278	10/28/2016
19.1	Modification to Switchgear 16 (CR-070B) PR 21146 (4286) Task 3510	A	IRWD	\$1,125.75						0				
19.2	Alluvium Removal Due to 36-inch Storm Drain Installation (CR-085) PR 21146 (4286) Task 3520	B	N/A	\$14,140.00						0				
19.3	Additional Structural Support for Fats, Oils, and Grease (FOG) Grinders (CR-081) PR 21146 (4286) Task 3505	C	FBB	\$8,323.99						0				
19.4	Portable Lift Truck for 480V ABB Breakers (CR-108) PR 21146 (4286) Task 3510	A	IRWD	\$2,625.12						0				
19.5	Retaining Wall North and West of Biosolids Site (CR-010) PR 21146 (4286) Task 3505	B	IRWD	\$46,358.00						0				
20	Approved by Executive Director of Engineering & Water Quality Approved on November 19, 2014				\$54,485.63	\$1,296,512.88	\$1,350,998.51	0.83%	\$164,816,938.51	0	0	0	1,278	10/28/2016
20.1	Nitrogen Slab Modifications (CR-052) PR 21146 (4286) Task 3505	A	IRWD	\$24,855.80						0				
20.2	Additional Conduits and Circuits for the Access Control Systems for the Solids Handling Building and the Digester Control Building (CR-082) PR 21146 (4286) Task 3510	A	IRWD	\$3,412.13						0				
20.3	Digital Power Meters Change for SWGR-14 and SWGR-15 (CR-109) PR 21146 (4286) Task 3510	A	IRWD	\$3,863.22						0				
20.4	Truck Unloading Panel Modifications (CR-115) PR 21146 (4286) Task 3510	A	IRWD	\$12,843.50						0				
20.5	Switchgear SWGR-14 Modifications (CR-116) PR 21146 (4286) Task 3510	A	IRWD	\$9,510.98						0				
21	Approved by General Manager Approved on January 30, 2015				\$98,506.19	\$1,350,998.51	\$1,449,504.70	0.89%	\$164,915,444.70	0	0	0	1,278	10/28/2016
21.1	Additional Anchorage for Methane Digesters (CR-051A) PR 21146 (4286) Task 3520	B	FBB	\$92,367.44						0				
21.2	Additional Input/Outputs Review of Master I/O List (CR-136) PR 21146 (4286) Task 3510	C	FBB	\$6,138.75						0				

**MWRP Biosolids and Energy Recovery Facilities
PR 21146 (4286)
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Design Engine Black & Veatch

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Change Order	Description	Category	IRWD or FBB	Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Change Order Days	Previous Change Orders	Cum. Total C.O. days	Revised Total Contract Days	Revised Completion Date
22	Approved by Board of Directors Approved on February 9, 2015				\$964,324.51	\$1,449,504.70	\$2,413,829.21	1.48%	\$165,879,769.21	0	0	0	1,278	10/28/2016
22.1	Electrical Conduit Overfill (CR-055) PR 21146 (4286) Task 3510	C	FBB	\$485,250.28						0				
22.2	Heat Dryer Equipment Escalation Costs (CR-057) PR 21146 (4286) Task 3520	B	FBB	\$333,477.50						0				
22.3	Glass-lining Sludge Density Meters (CR-067) PR 21146 (4286) Task 3510	A	IRWD	\$71,010.74						0				
22.4	Switchgear-16 Enclosure (CR-040) PR 21146 (4286) Task 3510	C	FBB	\$56,882.30						0				
22.5	Propane Gas Tank Foundation Demolition (CR-084) PR 21146 (4286) Task 3505	C	IRWD	\$2,004.98						0				
22.6	Credit for travel costs related to inspection of centrifuges in Germany (CR-091) PR 21146 (4286) Task 3520	A	IRWD	(\$5,573.42)						0				
22.7	Deletion of MMC Switchgear-14 Breaker (CR-092) PR 21146 (4286) Task 3510	A	IRWD	(\$5,032.00)						0				
22.8	Increase of Fiber Optic Conduit Size (CR-097) PR 21146 (4286) Task 3510	C	IRWD	\$23,269.61						0				
22.9	Overtime to perform work in the Solids Handling electrical room (CR-103) PR 21146 (4286) Task 3510	A	IRWD	\$1,384.47						0				
22.10	Credit for modification to the Uninterruptible Power System (CR-118) PR 21146 (4286) Task 3510	A	IRWD	(\$9,771.72)						0				
22.11	Addition of Low Voltage Compartment in SCE Switch "C" (CR-160) PR 21146 (4286) Task 3510	A	IRWD	\$2,156.20						0				
22.12	Addition of input/output points relating to sump pumps located at the Solids Handling Building (CR-161) PR 21146 (4286) Task 3510	A	FBB	\$9,265.57						0				
23	Approved by General Manager Approved on February 26, 2015				\$97,005.10	\$2,413,829.21	\$2,510,834.31	1.54%	\$165,976,774.31	0	0	0	1,278	10/28/2016
23.1	Additional Steel Reinforcement the Pellet Storage Silos Anchor Bolts (CR-094) PR 21146 (4286) Task 3505	B	FBB	\$5,514.57						0				
23.2	Differential Pressure Transmitter (CR-094) PR 21146 (4286) Task 3510	A	IRWD	\$2,535.33						0				
23.3	Additional Aluminum Trench Grating in Digester Control Building (CR-107) PR 21146 (4286) Task 3520	A	IRWD	\$7,552.11						0				
23.4	Light Weight Concrete for Electrical Conduits Underneath the Solids Handling Building Electrical Room (CR-113) PR 21146 (4286) Task 3510	A	IRWD	\$30,535.94						0				
23.5	Adding Energyjets Weir Plates to Dewatering Centrifuges - (CR-124) PR 21146 (4286) Task 3520	A	IRWD	\$11,139.25						0				
23.6	Provide Angle Supports for the Removable Slabs at the Solids Handling Building - (CR-137) PR 21146 (4286) Task 3520	A	IRWD	\$20,671.61						0				
23.7	Structural Modification at Solids Handling Building - (CR-140) PR 21146 (4286) Task 3520	C	FBB	\$1,109.42						0				
23.8	Increase of Fiber Optic Conduit Size (CR-097) PR 21146 (4286) Task 3510	A	IRWD	\$5,516.45						0				
23.9	Steel Joist Framing Modifications at Digester Control Building - (CR-151) PR 21146 (4286) Task 3505	C	FBB	\$2,286.29						0				
23.10	WAS Valve Vault and Piping Modifications (CR-100) PR 21146 (4286) Task 3520	A	IRWD	\$10,144.13						0				
24	Approved by General Manager Approved on March 6, 2015				\$99,122.95	\$2,510,834.31	\$2,609,957.26	1.60%	\$166,075,897.26	0	0	0	1,278	10/28/2016
24.1	Coating of WAS/Primary Sludge Pump Stations & Sludge Wetwells per RFI-0612A (CR-127) PR 21146 (4286) Task 3505	A	FBB	\$99,122.95						0				

**MWRP Biosolids and Energy Recovery Facilities
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25	Approved by Board of Directors Approved on March 23, 2015				\$280,575.97	\$2,609,957.26	\$2,890,533.23	1.77%	\$166,356,473.23	0	0	0	1,278	10/28/2016
25.1	Lightning Protection for the Methane Digesters (CR-121) PR 21146 (4286) Task 3505	C	FBB	\$158,259.68						0				
25.2	Deflagration Quench Tubes outside of the Dryer Room (CR-143) PR 21146 (4286) Task 3505	B	FBB	\$122,316.29						0				
26	Approved by Exe Dir. Of Engineering & Water Quality Approved on April 14, 2015				\$74,815.79	\$2,890,533.23	\$2,965,349.02	1.81%	\$166,431,289.02	0	0	0	1,278	10/28/2016
26.1	UPS and Power Fail Alarms per RFI 357 (CR-056) PR 21146 (4286) Task	C	FBB	\$3,646.82						0				
26.2	I/O Points for Methane Digester Sump Pumps per RFI-356 (CR-077) PR 21146 (4286) Task 3510	C	FBB	\$6,489.00						0				
26.3	Loss of Power Alarms to the SCADA Network per RFI-0393B (CR-093)	A	FBB	\$20,297.16						0				
26.4	FOG Flushing and Rock Trap Modifications per RFI-0534 (CR-101) PR	A	IRWD	\$18,093.61						0				
26.5	Install Grounding Pig Tails in Solids Handling Building Area Electrical Room per RFI 0594 (CR-105) PR 21146 (4286) Task 3510	A	IRWD	\$1,593.10						0				
26.6	Additional Pushbuttons, Light and Relays for the FOG Receiving Control Panel (CR-114) PR 21146 (4286) Task 3510	A	IRWD	\$6,892.40						0				
26.7	Changes to the HMI Enclosures at the Sludge Receiving Area (CR-133) PR 21146 (4286) Task 3510	A	IRWD	\$7,114.17						0				
26.8	Provide Storage Shelf for Keyboard and Mouse to the HMI Enclosures at the Sludge Receiving Area (CR-135) PR 21146 (4286) Task 3510	A	IRWD	\$1,163.26						0				
26.9	Dewatering Feed Pump Station Guardrail Additions (CR-142) PR 21146 (4286) Task 3520	C	FBB	\$4,204.00						0				
26.10	Additional I/O Points for PLC-4300 (CR-156) PR 21146 (4286) Task 3510	C	FBB	\$3,035.28						0				
26.11	Shoring Revision to Roof Slab of Dewatering Feed Pump Station (CR-189) PR 21146 (4286) Task 3510	B	FBB	\$1,286.99						0				
26.12	Coating of the Sludge Receiving Bins (CR-199) PR 21146 (4286) Task 3520	A	FBB	\$1,000.00						0				

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27	Approved by Board of Directors Approved on April 27, 2015				\$107,253.26	\$2,965,349.02	\$3,072,602.28	1.88%	\$166,538,542.28	0	0	0	1,278	10/28/2016
27.1	Modifications to Human-Machine Interface (HMI) for the Microturbine Area (CR-078) PR 21146 (4286) Task 3510	A	IRWD	\$29,744.43						0				
27.2	Modifications to the Piping and Automation Features at Fats, Oils, and Grease (FOG) Facility (CR-129) PR 21146 (4286) Task 3510	A	IRWD	\$35,771.81						0				
27.3	Structural Support to the Monorail at the Dewatering Feed Pump Station (CR-152) PR 21146 (4286) Task 3505	C	FBB	\$13,697.51						0				
27.4	Two Additional Magnetic Flowmeters at Polymer Feed System (CR-158) PR 21146 (4286) Task 3510	A	IRWD	\$9,522.81						0				
27.5	Modifications to PLCs at Sludge Receiving Area (CR-180) PR 21146 (4286) Task 3510	A	IRWD	\$18,516.70						0				
28	Approved by Exe Dir. Of Eng. & Water Quality Approved on May 15, 2015				\$74,550.35	\$3,072,602.28	\$3,147,152.63	1.93%	\$166,613,092.63	0	0	0	1,278	10/28/2016
28.1	Decanter Control Panel Modifications (CR-215) Task 3520	C	FBB	\$22,451.01						0				
28.2	Additional Structural Support in the Solids Handling Building (CR-075) Task 3505	C	FBB	\$12,028.44						0				
28.3	Additional Sump Pump Drain Line in the Bulk Polymer Storage Area (CR-119) Task 3520	C	FBB	\$1,433.86						0				
28.4	Install Three 5-inch conduits on Southwest Side of the Biosolids Site (CR-120) Task 3510	C	FBB	\$16,033.58						0				
28.5	Provide Power to Several Instruments Located at the Solids Handling Building and Digester Control Building (CR-154) Task 3520	C	FBB	\$3,454.91						0				
28.6	Install Foam Separator Drain at Digester Control Building (CR-167) Task 3520	C	FBB	\$11,013.75						0				
28.7	Install Support for 14-inch Plug Valve at Centrate Treatment Wetwell (CR-197) Task 3520	C	FBB	\$1,715.20						0				
28.8	Trench Modifications at the Sludge Cake Load-Out Area of the Solids Handling Building (CR-123) Task 3505	C	FBB	\$6,419.60						0				
29	Approved by Board of Directors Approved on June 22, 2015				\$225,971.77	\$3,147,152.63	\$3,373,124.40	2.06%	\$166,839,064.40	0	0	0	1,278	10/28/2016
29.1	Foul Air Pipe Supports in the Solids Handling Building Basement (CR-106) PR 21146 (4286) Task 3520	C	FBB	\$119,937.87						0				
29.2	Secondary Circuit Breaker for Transformer T-14 (CR-185) PR 21146 (4286) Task 3510	A	IRWD	\$106,033.90						0				

**MWRP Biosolids and Energy Recovery Facilities
PR 21146 (4286)
Construction Change Order Summary**

Contractor: Filanc/Balfour-Beatty
Design Engine Black & Veatch

Change Order	Description	Category	IRWD or FBB	Contract Amount						Contract Days				Original Completion Date: 10/28/2016
				Change Order Line Item Amount	Change Order Amount	Previous Change Orders	Cumulative Total of Change Orders	% of Original Contract Amount	Revised Contract Amount	Original Days: 1,278				
										Change Order Days	Previous Change Orders	Cum. Total C O days	Revised Total Contract Days	
30	Pending approval from Board of Directors Pending approval on July 27, 2015				(\$47,976.59)	\$3,373,124.40	\$3,325,147.81	2.03%	\$166,791,087.81	0	0	0	1,278	10/28/2016
30.1	Credit for Changing Storm Drain line from Ductile Iron to PVC (CR-042) PR 21146 (4286) Task 3520	A	IRWD	(\$1,890.92)						0				
30.2	Installation of Additional Digester Anchorage (CR-051B) PR21146 (4286) Task 3505	B	FBB	\$118,335.54						0				
30.3	Huber Screens I/O Modifications per RFI-0391 and RFI-0525A (CR-068) PR 21146 (4286) Task 3510	A	IRWD	\$12,579.20						0				
30.4	Credit for FBB's Portion of Partnering (CR-090) PR 21146 (4286) Task Deletion of Waterstops at Methane Digester Complex (CR-102) PR 21146 (4286) Task 3505	E	FBB	(\$81,948.33)						0				
31.5	Deletion of Bid Item No 18 4 - Computers and Networking Hardware for the Control System (CR-138) PR 21146 (4286) Task 3510	A	IRWD	(\$200,000.00)						0				
31.6	Electrical and Gas Modifications (CR-146) PR 21146 (4286) Task 3510	C	IRWD	\$363,978.41						0				
31.7	Credit for Changing Heat Dryer Wet Material Mixer from A24 Steel to A36 Steel (CR-157) PR 21146 (4286) Task 3520	E	FBB	(\$2,392.66)						0				
31.8	Credit for Travel Cost of On-Site Inspection for Acid Phase Digester (CR-175) PR 21146 (4286) Task 3520	B	IRWD	(\$683.39)						0				
31.9	Hear Dryer I/O Modifications per RFI-0626 (CR-179) PR 21146 (4286) Task 3510	A	IRWD	\$11,191.41						0				
31.10	Decant Trough I/O Modifications per RFI-0979 (CR-202) PR 21146 (4286) Task 3510	A	IRWD	\$9,960.55						0				
31.11	Deletion of Interior Coating of Methane Digesters (CR-188) PR 21146 (4286) Task 3520	A	IRWD	(\$398,571.00)						0				
31.12	Piping Modifications and Addition of Carbon Canisters (CR-218) PR 21146 (4286) Task 3520	A	IRWD	\$88,076.01						0				
31.13	Pickling and Passivation of Sludge Mixers (CR-248) PR 21146 (4286) Task 3520	C	IRWD	\$73,997.23						0				
31.14	IRWD Costs Associated to Repairing the Pile and Installing Couplers (CR-139) PR 21146 (4286) Task 3505	E	FBB	(\$38,102.85)						0				

Category	Total Amount	% of Original Contract
A - District Convenience/Initiation - Project Related	\$ 121,255.08	0.07%
B - Differing Site Conditions	\$ 1,760,475.92	1.08%
C - Design Oversight	\$ 1,565,860.65	0.96%
D - District Convenience/Initiation - Non-Project Related	\$ -	0.00%
E - Contractor Convenience/Initiation	\$ (122,443.84)	-0.07%
TOTAL (A + B + C + D)	\$ 3,325,147.81	2.03%

Category	Total Amount	% of Original Contract
IRWD-Initiation/Driven	\$ 763,076.71	0.47%
FBB-Initiation/Driven	\$ 2,391,350.88	1.46%
Not applicable	\$ 170,720.22	0.10%
TOTAL	\$ 3,325,147.81	2.03%