



**REGULAR BOARD MEETING AGENDA
TRABUCO CANYON WATER DISTRICT
32003 DOVE CANYON DRIVE, TRABUCO CANYON, CALIFORNIA
ADMINISTRATIVE FACILITY
AUGUST 17, 2023 AT 7:00 PM**

NOTICE OF ADJOURNMENT

NOTICE IS HEREBY GIVEN THAT THIS MEETING, WHICH IS NORMALLY HELD AT 5:30 P.M., IS ADJOURNED TO 7:00 P.M BY ACTION OF THE BOARD CHAIR AND WILL BE CONDUCTED IN PERSON BUT WILL BE AVAILABLE FOR PARTICIPATION BY THE PUBLIC BY TELEPHONE AUDIO AS DESCRIBED BELOW.

BOARD OF DIRECTORS

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

DISTRICT STAFF

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

AGENDA NOTE:

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

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

Persons desiring to monitor the Board meeting agenda items may download the Board meeting agenda and documents on the internet at www.tcwd.ca.gov. You may submit public comments by email to the Board at mperea@tcwd.ca.gov. In order to be part of the record, emailed comments on meeting agenda items must be received by the District, at the referenced e-mail address, not later than 5:00 p.m. (PDT) on the day of the meeting.

CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

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

VISITOR PARTICIPATION

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

ORAL COMMUNICATION

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

DIRECTORS' COMMENTS AND MEETING REPORTS

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REPORT FROM THE GENERAL MANAGER

CONSENT CALENDAR

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

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

RECOMMENDED ACTION

Approve the minutes of the following Board Meetings:

1. July 20, 2023 Regular Board Meeting

ITEM 2: APPROVAL OF ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP

RECOMMENDED ACTION:

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

1. June 7, 2023

ITEM 3: APPROVAL OF EXECUTIVE COMMITTEE MEETING RECAP

RECOMMENDED ACTION:

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

1. July 17, 2023

ACTION CALENDAR

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

ADMINISTRATIVE MATTERS

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

RECOMMENDED ACTION:

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

1. July 2023

ITEM 5: ADOPTION OF RESOLUTION CONFIRMING APPOINTMENT OF AN ASSISTANT DISTRICT SECRETARY

RECOMMENDED ACTION:

Adopt Resolution No. 2023-1321 – Resolution of the Board of Directors of Trabuco Canyon Water District Confirming Appointment of Assistant Secretary to the Board of Directors.



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ITEM 6: GENERAL MANAGER'S CONTRACT

RECOMMENDED ACTION:

Receive and file notice of General Manager's request for no change to contract.

FINANCIAL MATTERS

ITEM 7: APPROVAL OF DISTRICT SPONSORSHIP OF 2023 OC WATER SUMMIT

RECOMMENDED ACTION:

Receive information at the time of the meeting and approve table sponsorship in the amount of \$1,600.

ENGINEERING MATTERS

ITEM 8: HERITAGE SEWER LIFT STATION DRY PIT IMPROVEMENTS

RECOMMENDED ACTION:

Authorize the General Manager to execute a contract for Heritage Sewer Lift Station Dry Pit Improvements to Ferreira Construction in the not to exceed amount of \$173,201, with a 10% contingency of \$17,320, for a not-to exceed amount of \$190,521.

ITEM 9: SCADA UPGRADE PROJECT ADDENDUM NO. 1 TO FY 2022/23 AGREEMENT WITH TESCO CONTROLS

RECOMMENDED ACTION:

Authorize the General Manager to execute Addendum No. 1 to FY 2022/23 Agreement with TESCO Controls, Inc. for Robinson Ranch Panel Upgrade to TESCO Controls, Inc. in the not to exceed amount of \$85,900.

ITEM 10: PROJECT PARTNERS CONTRACT FOR DISTRICT STAFF AUGMENTATION

RECOMMENDED ACTION:

Authorize the General Manager to execute a contract for As-Needed Project Management Support to Project Partners in the not to exceed amount of \$81,000.

ITEM 11: RATIFICATION OF THE PURCHASE OF FOUR NEW UTILITY TRUCK FLEET VEHICLES

RECOMMENDED ACTION:

Ratify the purchase of four (4) new utility truck fleet vehicles from Tuttle Click Ford for a not to exceed amount of \$249,928.80.

ITEM 12: DOVE CANYON PLAZA ONSITE FACILITIES AGREEMENT

RECOMMENDED ACTION:

Authorize the General Manager to execute an Onsite Facilities Agreement for the approval of fire service improvements within the Dove Canyon Plaza with Dove Canyon Recovery Acquisition, LLC.



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ITEM 13: DOVE CANYON PLAZA RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT

RECOMMENDED ACTION:

Authorize the General Manager to execute a Reciprocal Access and Parking Agreement for Dove Canyon Plaza with Dove Canyon Recovery Acquisition, LLC, and take any actions necessary to terminate any previous and no longer needed access and parking agreement related to Dove Canyon Plaza.

LEGISLATIVE AND OTHER MATTERS

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

RECOMMENDED ACTION(S):

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

CLOSED SESSION(S):

CLOSED SESSION NO. 1: CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

(Gov. Code § 54956.9(d)(2))

Significant exposure to litigation: 1 case, Claim of McCormick

ITEM 15: REPORT OF ACTION(S) TAKEN IN CLOSED SESSION

RECOMMENDED ACTION(S):

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

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

ITEM 16: _____

ITEM 17: _____

GENERAL COUNSEL REPORT

Reports or comments from the District's General Counsel

OTHER INFORMATION/MATTERS

Reports or comments from the General Manager and/or Staff

ADDITIONAL DIRECTORS' COMMENTS

Additional reports or comments from Directors

END ACTION CALENDAR & ADJOURNMENT

AVAILABILITY OF AGENDA MATERIALS

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



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Members, except that, if such writings are distributed immediately prior to or during the meeting, they will be posted online on the District's website located at www.tcwd.ca.gov.

COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2

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

FUTURE SCHEDULED REGULAR BOARD MEETINGS OF THE BOARD OF DIRECTORS

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

September 21, 2023 | October 19, 2023 | November 16, 2023



**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

CONSENT CALENDAR

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

RECOMMENDED ACTION

Approve the minutes of the following Board Meetings:

- 1. July 20, 2023 Regular Board Meeting*

CONTACTS (staff responsible): PALUDI/PEREA



MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF TRABUCO CANYON WATER DISTRICT | JULY 20, 2023

The Regular Meeting of the Board of Directors of the Trabuco Canyon Water District (TCWD or District) conducted on July 20, 2023, was called to order by President Stephen Dopudja at 5:30 p.m. in the Board Room at the District Administrative Facility located at 32003 Dove Canyon Drive, Trabuco Canyon, California. Mr. Michael Perea, District Secretary, transcribed the minutes thereof.

DIRECTORS PRESENT

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

STAFF PRESENT

Fernando Paludi, General Manager
Michael Perea, Assistant General Manager
Lorrie Lausten, District Engineer
Karen Warner, Principal Accountant
Phil Serpas, CMMS/SCADA Administrator
Gary Kessler, Water Operations Superintendent
Blake Smith, Wastewater Operations Chief Plant Operator
Robbie Barger, Wastewater Operator III

DISTRICT CONSULTANTS PRESENT

Laura Ratcliffe, Hansen & Bridgett – General Counsel

PUBLIC PRESENT

There were members of the public present.

PLEDGE OF ALLEGIANCE

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

ITEMS TOO LATE TO BE AGENDIZED

None

Director Dopudja presented the following two items for public input separate from the scheduled public hearing, and he indicated that there are speaker cards available at the podium.

VISITOR PARTICIPATION

None

ORAL COMMUNICATION

None

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DIRECTOR'S COMMENTS

Director Chadd briefly commented on Brown Act requirements related to oral communication received from the public, and he commented that he did not support placing the adopted sewer charges on the property tax roll.

Director Mandich had no comments.

Director Safranski reported on his attendance at the City of Rancho Santa Margarita (RSM) City Council meeting which announced the planned Summer Concert Series.

Director Acosta welcomed the public in the audience and acknowledged RSM Mayor Jerry Hollaway.

Director Dopudja reported on the following matters:

- Expressed his appreciation to the members of the public in the audience for their engagement and feedback.
- Summarized the agenda items related to the public hearing and presentation on the impacts of the adopted rates and charges after the public hearing.
- Addressed the inaccuracies on social media which has increased customer frustrations and anger.
- Reported that District staff has updated its website with frequently asked questions related to the adopted rates and charges, and he added that District staff is evaluating the implementation of an automated tool to help customers determine their monthly bill amounts based on water usage.

REPORT FROM THE GENERAL MANAGER

Mr. Paludi reported on the following matters:

- District staff is working with the owner of Dove Canyon Plaza on certain fire services improvements and upgrades, as well as reviewing the rights and responsibilities associated with the reciprocal parking agreement between the owner and the District.
- The Department of Water Resources (DWR) Integrated Regional Watershed Management (IRWM) Area grant request from the District has been approved.
- District staff is working with the developer of the Saddle Crest development in Santiago Canyon to meet certain Orange County Fire Authority (OCFA) requirements.
- The City of RSM is hosting its annual Family Fest event in October 2023.

CONSENT CALENDAR

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

MOTION: Approve the Consent Calendar as presented – Director Acosta

SECOND: Director Mandich

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

NOES: None

ABSTAIN: None

ABSENT: None

MOTION PASSED/FAILED: Passed 5 – 0

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING MINUTES | JULY 20, 2023**

ACTION CALENDAR

ADMINISTRATIVE MATTERS

ITEM 4: PUBLIC HEARING AND POSSIBLE ACTION CONCERNING THE PLACEMENT OF SEWER CHARGES ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2023-24

Mr. Paludi introduced this matter for Board consideration, and he provided an overview of the actions taken by the Board of Directors concerning the adopted rates and charges. Mr. Paludi delivered a brief PowerPoint presentation which highlighted the monthly utility bill impacts for the typical customer and certain facts on the adopted rates and charges, including the proposed placement of the sewer charges on the tax roll. Mr. Paludi reviewed the legal requirements associated with scheduling the public hearing, and he reported that the placement of the sewer charges on the tax roll requires a 2/3rds vote to pass or four out of the five board members. The Board of Directors, through President Dopudja, opened the public hearing at approximately 5:45 p.m.

Speaker 1: Jerry Hollaway, District Customer

Mr. Hollaway commented that he did not support the placement of the sewer charges on the tax roll, and he asked if the adopted rate increases were unavoidable and how to avoid similar rate increases in the future. Mr. Hollaway asked the Board if they researched agency consolidation with a larger agency to see if it makes sense, and he briefly commented on the consolidation process with the Orange County Local Agency Formation Commission (OC LAFCO).

Speaker 2: Pat Lawrence, District Customer

Mr. Lawrence commented on the benefits of a small District like TCWD, including owning and operating local groundwater wells to meet customer usage instead of buying imported water from Metropolitan Water District (MET). Mr. Lawrence added that TCWD's rates were the lowest in his opinion to neighboring agencies. Mr. Lawrence commented that he did not support the placement of the sewer charges on the tax roll, and he said that customers should challenge the District when necessary.

Speaker 3: Et Carino, District Customer

Mr. Carino commented that he met with Mr. Paludi and Mr. Perea in person at the main office, and he commended their professionalism when answering his questions regarding the rates and charges. Mr. Carino mentioned that the manner in which the public hearing for the proposed rates and charges was communicated to customers could be improved with an emphasis on electronic messaging as opposed to paper mailing. Mr. Carino requested a clear explanation regarding the use of the property tax roll for collecting sewer charges as opposed to the monthly bill.

Speaker 4: Davis Olney, District Customer

Mr. Olney expressed his appreciation to address the Board but commented that the rates and charges shocked him when he learned they were adopted. Mr. Olney commented that the property tax collection method did not concern him nearly as much as the rates and charges, and he requested additional information on the rates.

Speaker 5: Harlie Martin, District Customer

Mr. Martin expressed his appreciation for the opportunity to speak to the Board, and he commented that he has resided in the District's service area for thirty years. Mr. Martin commented on water supply challenges and expressed concern that funding appears to not keep up with drought impacts and regulations. Mr. Martin asked for more information on water supplies and innovations.

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Director Dopudja reported that due to pandemic-related responses, the District has not locked off customers for non-payment, and that a total past due balance of approximately \$510,000 is owed to the District by some customers. Director Dopudja added that District staff has started the process to notify these customers that will be locked off for non-payment in the month of August.

Director Acosta commented that he opposed placing the sewer charges on the property tax roll, and he mentioned that low property taxes protect property values.

Director Safranski expressed his concerns with the past due balances owed the District, and he stated that he did not support placing the sewer charges on the property tax roll as the Mello-Roos taxes have been defeased. Director Safranski requested District staff to work with customers to bring them current on their past due balances.

Director Mandich commented that District staff is working to improve on its communications with customers, and he welcomed the public feedback. Director Mandich added that the Board committed to review the impacts of the rates and charges after a one-year period.

Director Chadd commented that he did not support placing the sewer charges on the property tax roll.

Director Dopudja agreed that the District can always improve its communications with customers, but he mentioned that the District held fifteen public meetings on the matter related to development and adoption of the rates and charges. Director Dopudja added that District staff is increasing its public outreach methods, including its “Chat with TCWD” public forums for customer input. Director Dopudja commented that he did not support placing the sewer charges on the property tax roll.

The Board of Directors, through President Dopudja, closed the public hearing at approximately 6:25 p.m.

Mr. Perea reported to the Board of Directors that the District received 350 protest letters against the placement of the sewer charges on the property tax roll.

- MOTION:** A motion was made to not approve the placement of the sewer charges on the property tax roll—
Director Chadd
- SECOND:** Director Safranski
- AYES:** Directors Dopudja, Mandich, Acosta, Chadd, & Safranski
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None
- MOTION PASSED/FAILED:** Passed 5 – 0

ITEM 5: BOARD RESPONSES TO COMMUNITY CONCERNS REGARDING ADOPTED RATES AND OPPORTUNITIES FOR DISTRICT TOUR(S)

Mr. Paludi presented this matter for Board consideration, and he provided a brief overview of the development of the adopted rates and charges for the public in attendance. Mr. Paludi reported that the District will be offering a tour of District facilities to highlight the services the District provides and how the water system operates.

Director Dopudja delivered a PowerPoint presentation for the purpose of reviewing the consistency of the District’s rates and charges with neighboring agencies. Director Dopudja provided an overview of the District’s service area elevation challenges which result in significant pumping requirements and energy costs, and he

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reviewed the District's planned capital improvement projects for the next ten years which would need to be considered in a comprehensive rates comparison with other agencies in the event the District consolidated with a larger agency. Director Dopudja reported that there are additional charges that customers of neighboring agencies pay that are not reflected in the monthly utility bill, but rather on the property tax roll. Director Dopudja provided a detailed review of the total cost of water for both Santa Margarita Water District (SMWD) and Irvine Ranch Water District (IRWD) which include rates and charges on the monthly bill as well as improvement district charges and capital improvement charges assessed through property taxes. Director Dopudja demonstrated that the District's rates and charges as adopted are not significantly higher than SMWD or IRWD. Director Dopudja highlighted the District's diverse water portfolio which includes the ownership and operation of the Dimension Water Treatment Plant (DWTP) which purchases raw water from MET; the ownership and operation of the seasonal wells in the canyon which offset MET water purchases during wet seasons; regional partnership in the Baker Water Treatment Plant (BWTP) which doubles the District's minimum water supplies and is sold to the City of San Clemente when not needed for District customers.

Director Chadd commended Director Dopudja on his presentation, and he commented on the District's diverse water portfolio which benefits the District's customers.

Director Safranski commended Director Dopudja on his presentation, and he commented on the District's significant planned capital improvement projects for the District's infrastructure.

Director Dopudja recognized District water and wastewater operators in the audience and commended them on their hard work and dedication.

MOTION: Information item only. No action taken.

**ITEM 6: RATIFICATION OF DIRECTORS' FEES AND EXPENSES, AND TENTATIVE FUTURE MEETINGS/
ATTENDANCE & DISCUSSION ON CONFERENCE EXPENSES**

Mr. Paludi presented this matter for Board consideration, and he reported that this item includes an amended fees and expenses report for May 2023, in addition to the June 2023 report. Director Dopudja reported that this matter was reviewed with the Executive Committee, and he announced that the Board will work with District staff to review the current District's Expense Reimbursement Policy.

Director Acosta commented that he has submitted an amended report which reflects reimbursement to the District for all car rental expenses from the last day of the ACWA Conference which include rental car fees, taxes, and pre-paid fuel fees.

Director Dopudja commented that the Directors per diem rate of \$125 per day with a maximum of ten days per month has been in place since 1991, and that he is aware that Director Acosta used his vacation time from work to attend the conference.

MOTION: Approve the tentative future meetings/attendance items and ratify the Directors' expenses and fees from the following periods:

1. May 2023 as amended
 2. June 2023
- Director Chadd

SECOND: Director Mandich

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

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NOES: None
ABSTAIN: None
ABSENT: None
MOTION PASSED/FAILED: Passed 5 – 0

FINANCIAL MATTERS

ITEM 7: PUBLIC HEARING AND ADOPTION OF TRABUCO CANYON WATER DISTRICT’S FISCAL YEAR 2023-24 UNDEVELOPED LAND/WATER STANDBY CHARGES (ASSESSMENT)

Mr. Paludi presented this matter for Board consideration, and he reported this matter is reviewed annually consistent with the District’s rules. The Board of Directors, through Director Dopudja, opened the public hearing at approximately 7:23 p.m.

Mr. Perea reported that the District received no written protests to the proposed standby charge and he presented a copy of the affidavit of publication from the Orange County Register. Mr. Perea added that the District has a Board-approved policy for an exemption from the standby charge with specific criteria for property owners in the District’s service area.

The Board of Directors, through Director Dopudja, closed the public hearing at approximately 7:26 p.m.

Discussion occurred concerning open space property owned by the District. Director Dopudja reported that District owns approximately 120 acres of open space property and that the District has completed a study of plant species on the property for potential use for mitigation purposes only. Ms. Ratcliffe recommended this matter be agendized for discussion at a future meeting of the Board of Directors.

MOTION: Adopt Resolution No. 2023-1320 – Resolution of the Board of Directors of Trabuco Canyon Water District Establishing Water Standby Charges for the Fiscal Year 2023-24; Making Certain Findings and Taking Related Action Connected Therewith – Director Chadd.
SECOND: Director Safranski
AYES: Directors Dopudja, Mandich, Acosta, Chadd, & Safranski
NOES: None
ABSTAIN: None
ABSENT: None
MOTION PASSED/FAILED: Passed 5 – 0

ITEM 8: LOCAL GOVERNMENTAL AND LEGISLATIVE MATTER(S)

There were no matters presented.

MOTION: None

GENERAL COUNSEL REPORT

Ms. Ratcliffe provided a brief update on the impacts of the Levine Act on local elected officials, including the District’s Board of Directors.

OTHER INFORMATION/MATTERS

None

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ADDITIONAL DIRECTORS' COMMENTS

None

ADJOURNMENT

President Dopudja adjourned the July 20, 2023, Regular Board Meeting at 7:35 p.m.

DRAFT

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

CONSENT CALENDAR

ITEM 2: APPROVAL OF ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP

RECOMMENDED ACTION:

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

1. *June 7, 2023*

CONTACTS (staff responsible): PALUDI/PEREA



TRABUCO CANYON WATER DISTRICT ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 7, 2023

DIRECTORS PRESENT

Mike Safranski, Committee Chair
Stephen Dopudja, Committee Member

STAFF PRESENT

Michael Perea, Assistant General Manager
Lorrie Lausten, District Engineer
Gary Kessler, Water Superintendent
Jason Stroud, Maintenance Superintendent
Phil Serpas, CMMS/SCADA Administrator

STAFF ABSENT

Fernando Paludi, General Manager
Karen Warner, Principal Accountant
Lisa Sangi, Executive Assistant
Oscar Ulloa, Wastewater Superintendent

PUBLIC PRESENT

None

CONSULTANTS PRESENT

Tori Yokoyama, Hazen

CALL MEETING TO ORDER

Director Safranski called the June 7, 2023 Engineering/Operational Committee Meeting to order at 7:00 a.m.

VISITOR PARTICIPATION

No comments were received.

ORAL COMMUNICATION

No comments were received.

COMMITTEE MEMBER COMMENTS

None were received.

REPORT FROM THE GENERAL MANAGER

Mr. Perea reported on the following matters:

- General Manager Paludi was out of the office on vacation.
- Mr. Ulloa was out of the office on vacation.
- Mr. Garrett Rias, Wastewater Operator I, has successfully passed his Wastewater Treatment Operator II examination. Mr. Perea commended Mr. Rias for his hard work.

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 7, 2023**

ITEM 1: ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP

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

- MOTION:** Approve the Engineering/Operational Committee Meeting Recap and recommended that the Board receive and file the same (Consent Calendar) – Director Dopudja
- SECOND:** Director Safranski
- AYES:** Directors Dopudja & Safranski
- NOES:** None
- ABSTAIN:** None
- MOTION PASSED/FAILED:** Passed 2 – 0

ITEM 2: PRESENTATION OF MASTER PLAN REPORT BY HAZEN & SAWYER

Ms. Lausten introduced Mr. Yokoyama to the Committee. Mr. Yokoyama delivered a PowerPoint presentation on the preparation of the District’s Master Plan report, which included a detailed analysis of the District’s services by type, including water supplies and demands, sewer system hydraulic modeling analysis results and system recommendations, and capital improvement project budgeting targets based on the condition assessment results. Mr. Yokoyama added that the water and sewer system pipeline analyses are age based, and that the systems are currently meeting demands. Discussion occurred concerning total days of potable water supply, as well as water quality and age. Director Dopudja commended Mr. Yokoyama on his presentation, and he suggested sharing this presentation with the Board of Directors at the following Regular Board Meeting; Director Safranski concurred with Director Dopudja.

- MOTION:** The Committee recommended forwarding this matter to the Board of Directors for their review.

ITEM 3: SADDLECREST DEVELOPMENT GRANT DEED FOR THE WATER RESERVOIR AND PUMP STATION

Ms. Lausten presented this matter, and she provided a brief development status update to the Committee. Ms. Lausten added that the grant deed requires the developer to deed the reservoir and pump station to the District. Ms. Lausten reported on certain site improvements which will result in the developer issuing extended warranties through the manufacturer due to project delays and other impacts outside of the District’s control. Discussion occurred concerning the planned facility start up testing period; Ms. Lausten reported that the start up test is scheduled for June 19, 2023.

- MOTION:** Recommended that the Board of Directors authorize the General Manager and District Secretary to accept the Grant Deed from Rutter Santiago, L.P. for the 1604 Zone Hydro-Pneumatic Booster Station and 1.5 MG Domestic Water Tank and Facilities for Tract 17388, TCWD Project No. 2400 in a form substantially similar to the attached Draft and approved by General Counsel (Action Calendar) – Director Dopudja
- SECOND:** Director Safranski
- AYES:** Directors Dopudja & Safranski
- NOES:** None
- ABSTAIN:** None
- MOTION PASSED/FAILED:** Passed 2 – 0

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 7, 2023**

ITEM 4: DOVE CANYON PLAZA UPGRADES

Ms. Lausten presented this matter to the Committee, and she reported that District staff is working with the property owner of Dove Canyon Plaza to complete certain site improvements to meet District standards, including fire flow backflow devices with bypass meters and irrigation system improvements. Ms. Lausten reported that the District will issue a conditional will serve letter to two new tenants.

MOTION: None – Informational item only.

ITEM 5: OTHER ENGINEERING AND OPERATIONS PROJECT UPDATES

1. Other Projects –

No other projects were presented to the Committee.

MOTION: None – Informational item only.

ITEM 6: WATER SYSTEM UPDATES

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

1. Replaced a potable water service on Wakonda in the Dove Canyon community.
2. Removed an abandoned and leaking potable water service on Trabuco Oaks Drive.
3. Worked with contractors to bring Saddle Crest reservoir and pump station online.
4. Replaced a leaking fire hydrant on High Point in the Dove Canyon community.
5. Completed the fifth monitoring cycle of the Unregulated Contaminant Monitoring Rule (UCMR 5) [EPA].
6. Worked to prepare, complete, and submit the Electronic Annual Report (eAR) [CA SWRCB]
7. Continued to work with TESCO Controls and Hydrotech Electric to keep GWTF running.

Mr. Kessler presented the Water System Summary for Committee review, and he provided updates on the GWTF production and certain facility equipment upgrades.

MOTION: None – Informational item only.

ITEM 7: WASTEWATER SYSTEM UPDATES

Mr. Ulloa reviewed the projects and repairs for the prior month, and he reported that Wastewater Operations staff had completed the following tasks:

1. Installed upgraded level control systems at Golf Club, El Toro, and Santiago sewer lift stations.
2. Assisted TESCO Controls with the SCADA upgrades at Golf Club, El Toro, and Santiago sewer lift stations.
3. Installed new suction line for future tank cleaning at the Robinson Ranch Wastewater Treatment Plant.
4. Cleaned El Toro and Santiago sewer lift station wet well.

Mr. Ulloa presented the Recycled Water System Summary for Committee review.

MOTION: None – Informational item only.

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING RECAP | JUNE 7, 2023**

ITEM 8: MAINTENANCE DEPARTMENT UPDATES

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

Water Operations

1. Completed preventative maintenance on pumps/motors at Dimension Water Treatment Plant (DWTP), including oil changes and grease Dezurik fittings.

Wastewater Operations

1. Assisted Operations in Robinson Ranch WWTP SBR tank preparations for new air header.
2. Assisted Operations with the installation of a new transducer/level indication system at Golf Club sewer lift station.
3. Assisted Operations in cleaning the El Toro sewer lift station wet well.
4. Worked with TESCO Controls and Hydrotech Electric on the El Toro sewer lift station PLC upgrade.
5. Worked with TESCO Controls and Hydrotech Electric on Santiago sewer lift station upgraded level control system.
6. Attended Cornell Pump factory witness test for Golf Club sewer lift station replacement pump in Portland, Oregon.

District Fleet Upgrades & Other Projects

1. Changed oil on motors at Robinson Ranch booster pump station.
2. Worked with TESCO Controls on the annual EMASS program.
3. Completed AQMD Reporting for permitted diesel engines districtwide [new regulatory annual reporting requirement].
4. Delivered two District vehicles to Elite Auto for repairs. One for emission system repairs, and one for the replacement of certain steering components. Both vehicles are back in service.
5. Worked with vendor for District-wide Fire Extinguisher service.
6. Prepared for Water Awareness Day event.

MOTION: None – Informational item only.

ITEM 9: OTHER MATTERS/REPORTS

Ms. Lausten reported that District staff will be working with Pulsco (contractor) on the start up of the new surge tank system at El Toro Sewer Lift Station later in the week.

Director Dopudja provided a brief summary of the meeting with homeowner association (HOA) representatives the prior day for the purpose of discussing the proposed rates and charges.

Mr. Perea reported that District staff will provide an update on the updates to the proposed capital improvement project (CIP) program for fiscal year 2023-24.

MOTION: None – Informational item only.

ADJOURNMENT

Director Safranski adjourned the June 7, 2023 Engineering/Operational Committee Meeting at 8:29 a.m.

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

CONSENT CALENDAR

ITEM 3: APPROVAL OF EXECUTIVE COMMITTEE MEETING RECAP

RECOMMENDED ACTION:

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

1. July 17, 2023

CONTACTS (staff responsible): PALUDI/PEREA



TRABUCO CANYON WATER DISTRICT EXECUTIVE COMMITTEE MEETING RECAP | JULY 17, 2023

DIRECTORS PRESENT

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

STAFF PRESENT

Fernando Paludi, General Manager
Michael Perea, Assistant General Manager

PUBLIC PRESENT

None

CALL MEETING TO ORDER

Vice President Mandich called the July 17, 2023 Executive Committee Meeting to order at 5:00 PM.

VISITOR PARTICIPATION

No visitor participation was received.

ORAL COMMUNICATION

No oral communication was received.

COMMITTEE MEMBER COMMENTS

None

REPORT FROM THE GENERAL MANAGER

None

DISCUSSION MATTERS

ITEM 1: BOARD AGENDA PLANNING CALENDAR

Mr. Paludi briefly reviewed the items agendaized for the July 20, 2023, Regular Board Meeting with the Committee.

MOTION: None – Informational item only.

OTHER MATTERS

ITEM 2: REPORTS OR COMMENTS FROM THE GENERAL MANAGER AND/OR STAFF

Mr. Paludi provided a brief update on the protests received to date against the proposed placement of the sewer charges on the property tax roll. Discussion occurred concerning the planned public hearing on the matter.

Discussion occurred concerning the reimbursement of Directors' expenses for conferences and travel. The Committee reviewed the amended May 2023 Directors' Fees and Expenses report agendaized for the July 20, 2023, Regular Board Meeting, and recommended reviewing the District's Expense Reimbursement Policy at a future Executive Committee Meeting.

**TRABUCO CANYON WATER DISTRICT
EXECUTIVE COMMITTEE MEETING RECAP | JULY 17, 2023**

Mr. Paludi provided an update on delinquent customer accounts with unpaid balances to date. Discussion occurred concerning the total impact of unpaid balances and the District’s administrative policies for recourse. Mr. Paludi highlighted the impacts of the pandemic and the Governor’s executive order on the disconnection of services for non-payment which resulted in the adoption of SB 998 which has exacerbated the situation. Mr. Perea provided an overview of the District’s Disconnection of Residential Water Services for Non-Payment and the adopted timeline consistent with SB 998, and he reported that customer service staff are re-implementing the process and notifying customers of their account balances and scheduling service disconnections according to policy.

Mr. Paludi reported that District staff is currently working with its public relations consultant Rockspark Communications to develop a customer email database for enhanced public outreach efforts and methods.

MOTION: None – Informational item only.

ADJOURNMENT

Vice President Mandich adjourned the July 17, 2023 Executive Committee Meeting at 6:33 p.m.

DRAFT

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

ACTION CALENDAR

ADMINISTRATIVE MATTERS

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

FEES AND EXPENSES

Consistent with Board policy, Directors are reimbursed for expenses incurred while serving in their capacity as Directors. Additionally, Directors earn a per diem stipend for attendance at meetings or functions in a Director capacity. Per Ordinance No. 91-15 (adopted July 17, 1991), Directors per diem amount is limited to \$125 per meeting for a maximum of ten days per calendar month. The attached spreadsheet provides a recap of the meetings, seminars, conferences attended by Directors along with expenses recorded to date.

TENTATIVE FUTURE MEETINGS

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

FUNDING SOURCE:

General Fund

FISCAL IMPACT

FY 2023-24 Budgeted Board Expenses: \$45,000

COMMITTEE STATUS:

This matter was reviewed with the Finance/Audit Committee.

RECOMMENDED ACTION:

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

1. *July 2023*

EXHIBITS:

1. Directors Fees and Expenses Monthly Report for July 2023
2. Directors Future/Tentative Meeting/Attendance Schedule for Calendar Year 2023

CONTACTS (staff responsible): PALUDI/PEREA


**TRABUCO CANYON WATER DISTRICT
DIRECTORS' FEES AND EXPENSES MONTHLY REPORT | JULY 2023**

| MEETING DESCRIPTION | ACOSTA | CHADD | DOPUDJA | MANDICH | SAFRANSKI |
|---|-----------------|-----------------|-----------------|-----------------|------------------|
| DISTRICT MEETINGS | | | | | |
| Executive Committee Meeting | | | 07/10/23 | 07/10/23 | |
| Executive Committee Meeting | | | 07/17/23 | 07/17/23 | |
| Executive Committee Meeting | | | 07/27/23 | 07/27/23 | |
| Engineering/Operational Committee Meeting | | | - | | - |
| Finance/Audit Committee Meeting | 07/13/23 | 07/13/23 | | | |
| Individual Meeting with General Manager | 07/18/23 | 07/18/23 | 07/18/23 | | 07/18/23 |
| Regular Board Meeting | 07/20/23 | 07/20/23 | 07/20/23 | 07/20/23 | 07/20/23 |
| REPRESENTATIVE MEETINGS | | | | | |
| Community Associations of Rancho (CAR) Meeting | | | | | |
| City of Rancho Santa Margarita Council Meeting | | | | | 07/12/23 |
| City of Rancho Santa Margarita Planning Commission | 07/05/23 | | | | |
| Independent Special Districts of Orange County (ISDOC) Monthly Meeting | | | | | |
| OC LAFCO Regular Commission Meeting | | | | | |
| MWDOC Board Meeting | 07/19/23 | | | | |
| South Orange County Agencies Group Meeting | | | | | 07/26/23 |
| Southern California Water Coalition Meeting & Luncheon | 07/28/23 | | | | |
| SOCWMA Executive Committee | | | | | |
| Water Advisory Commission of Orange County (WACO) | 07/07/23 | | | | |
| NUMBER OF MEETINGS ATTENDED | 7 | 3 | 5 | 4 | 4 |
| PER DIEMS (\$125 per each meeting*) | \$875.00 | \$375.00 | \$625.00 | \$500.00 | \$500.00 |
| DIRECT REIMBURSABLE EXPENSES | | | | | |
| | | | | | |
| DIRECT REIMBURSABLE EXPENSES TOTALS | | | | | |
| INDIRECT REIMBURSABLE EXPENSES | | | | | |
| | | | | | |
| INDIRECT REIMBURSABLE EXPENSES TOTALS | | | | | |
| TOTAL (PER DIEMS + DIRECT REIMBURSABLE EXPENSES) | \$875.00 | \$375.00 | \$625.00 | \$500.00 | \$500.00 |
| <i>* Maximum per diem per day is one; maximum per diems per month is 10</i> | | | | | |

DIRECTOR SIGNATURE _____

TRABUCO CANYON WATER DISTRICT | 2023 PUBLIC MEETING AND CONFERENCE CALENDAR

| LINE ITEM | MEETING DESCRIPTION | 2023 | | | | | | | | | | | |
|---------------------------------|--|----------|-------------|----------|----------|-------------|-------------|----------|-------------|----------|----------|-------------|---------------|
| | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| DISTRICT PUBLIC MEETINGS | | | | | | | | | | | | | |
| 1 | Executive Committee Meeting | 01/03/23 | 02/06/23 | 03/06/23 | 04/03/23 | 05/01/23 | 06/05/23 | 07/03/23 | 08/07/23 | 09/05/23 | 10/02/23 | 11/06/23 | 12/04/23 |
| 2 | Engineering/Operational Committee Meeting | 01/04/23 | 02/01/23 | 03/01/23 | 04/05/23 | 05/03/23 | 06/07/23 | 07/05/23 | 08/02/23 | 09/06/23 | 10/04/23 | 11/01/23 | 12/06/23 |
| 3 | Finance/Audit Committee Meeting | 01/11/23 | 02/08/23 | 38//2023 | 04/12/23 | 05/10/23 | 06/14/23 | 07/14/23 | 08/09/23 | 09/13/23 | 10/11/23 | 11/08/23 | 12/13/23 |
| 4 | Regular Board Meeting | 01/19/23 | 02/16/23 | 03/16/23 | 04/20/23 | 05/18/23 | 06/15/23 | 07/20/23 | 08/17/23 | 09/21/23 | 10/19/23 | 11/16/23 | 12/21/23 |
| 5 | District Properties Ad Hoc Committee Meeting | - | - | - | - | - | - | - | - | - | - | - | - |
| PUBLIC MEETINGS | | | | | | | | | | | | | |
| 6 | City of RSM City Council Meeting - Meeting No. 1 | 01/11/23 | 02/08/23 | 03/08/23 | 04/12/23 | 05/10/23 | 06/14/23 | 07/12/23 | 08/09/23 | 09/13/23 | 10/11/23 | 11/15/23 | 12/13/23 |
| 7 | City of RSM City Council Meeting - Meeting No. 2 | 01/25/23 | 02/22/23 | 03/22/23 | 04/26/23 | 05/24/23 | 06/28/23 | 07/26/23 | 08/23/23 | 09/27/23 | 10/25/23 | 11/29/23 | 12/27/23 |
| 8 | City of RSM Planning Commission Meeting | 01/04/23 | 02/01/23 | 03/01/23 | 04/05/23 | 05/03/23 | 06/07/23 | 07/05/23 | 08/02/23 | 09/06/23 | 10/04/23 | 11/01/23 | 12/06/23 |
| 9 | Independent Special Districts of Orange County Meeting - Executive | 01/03/23 | 02/07/23 | 03/07/23 | 04/04/23 | 05/02/23 | 06/06/23 | 07/04/23 | 08/01/23 | 09/05/23 | 10/02/23 | 11/07/23 | 12/05/23 |
| 10 | Independent Special Districts of Orange County Meeting - Quarterly | 01/26/23 | - | - | 04/27/23 | - | - | 07/27/23 | - | - | 10/26/23 | - | - |
| 11 | Orange County Local Agency Formation Commission (OC LAFCO) | 01/11/23 | 02/08/23 | 03/08/23 | 04/12/23 | 05/10/23 | 06/14/23 | 07/12/23 | 08/09/23 | 09/13/23 | 10/11/23 | 11/08/23 | 12/13/23 |
| 12 | Municipal Water District of Orange County (MWDOC) Board Meeting | 01/18/23 | 02/15/23 | 03/15/23 | 04/19/23 | 05/17/23 | 06/21/23 | 07/19/23 | 08/16/23 | 09/20/23 | 10/18/23 | 11/15/23 | 12/20/23 |
| 13 | Santiago Aqueduct Commission Meeting | - | - | 03/16/23 | - | - | 06/15/23 | - | - | 09/21/23 | - | - | 12/21/23 |
| 14 | Quarterly South Orange County Integrated Regional Watershed Management Executive Committee | - | - | 03/02/23 | - | 05/04/23 | - | - | 08/03/23 | - | - | 11/02/23 | - |
| 15 | Monthly South Orange County Integrated Regional Watershed Management Executive Committee | 01/26/23 | 02/23/23 | 03/23/23 | 04/27/23 | 05/25/23 | 06/22/23 | 07/27/23 | 08/24/23 | 09/28/23 | 10/26/23 | 11/23/23 | 12/28/23 |
| 16 | South Orange County Water Agencies Group Meeting* | 01/26/23 | - | 03/23/23 | - | 05/25/23 | - | 07/27/23 | - | 09/28/23 | - | 11/23/23 | - |
| 17 | South Orange County Wastewater Authority Regular Board Meeting | 01/05/23 | 02/02/23 | 03/02/23 | 04/06/23 | 05/04/23 | 06/01/23 | 07/06/23 | 08/03/23 | 09/07/23 | 10/05/23 | 11/02/23 | 12/07/23 |
| 18 | Water Advisory Committee of Orange County | 01/06/23 | 02/03/23 | 03/03/23 | 04/07/23 | 05/05/23 | 06/02/23 | 07/07/23 | 08/04/23 | 09/01/23 | 10/06/23 | 11/03/23 | 12/01/23 |
| CONFERENCES | | | | | | | | | | | | | |
| 19 | ACWA Spring Conference - Monterey, CA | | | | | 5/09 - 5/11 | | | | | | | |
| 20 | ACWA Fall Conference - Indian Wells, CA | | | | | | | | | | | 11/28-11/30 | |
| 21 | CSDA Annual Conference -Monterey, CA | | | | | | | | 8/28 - 8/31 | | | | |
| 22 | CSDA GM Leadership Summit - Olympic Valley, CA | | | | | | 6/25 - 6/27 | | | | | | |
| 23 | Urban Water Institute (UWI) Annual Conference | | 2/22 - 2/24 | | | | | | 8/23 - 8/25 | | | | |
| 24 | CSDA SDLA Conference - Napa, CA | | | | | | | | | | | | |
| 25 | Colorado River Water User's Association (CRWUA) Annual Conference – Las Vegas, NV | | | | | | | | | | | | 12/13 - 12/15 |

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

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

ACTION CALENDAR

ADMINISTRATIVE MATTERS

ITEM 5: ADOPTION OF RESOLUTION CONFIRMING APPOINTMENT OF AN ASSISTANT DISTRICT SECRETARY

Trabuco Canyon Water District (District) is a county water district organized and operating pursuant to Water Code Sections 30000, and as such, are required to have certain officer positions in place, including General Manager, District Secretary, and District Auditor and/or Treasurer. In the case of the office of District Secretary, that office is charged with certain tasks under the provisions of the County Water District Law, Water Code Sections 30000 and following, and certain other filing requirements as set forth in the California Government Code (such as filing Statement of Facts, Rosters of Public Agencies, and certain information regarding district elections with the County Registrar of Voters).

Pursuant to the provisions of Water Code Section 30544, the Board of Directors (Board) has the authority to appoint Assistant Officers, such as an Assistant Secretary or an Assistant Treasurer. Assistant Officers serve in a capacity when the principal office holder is, for some reason, not present or available to sign a particular document, take a particular action, or complete a particular task for a variety of reasons. An assistant officer may fulfill the functions of the primary office holder in order to complete district business (such as a necessary filing), record or transcribe minutes of Board meetings, and similar functions.

In the past, the Board has appointed various Assistant Secretaries to assist the District in various tasks and responsibilities. At this time, District staff recommends that Ms. Claire Collins be appointed to serve as Assistant Secretary to the Board of Directors. The appointment would include the authority to take actions and complete filings in such capacity. The Assistant Secretary would serve without additional compensation or additional benefits and would not be required to post any bond for faithful performance for the performance of such actions.

FISCAL IMPACT

None

ENVIRONMENTAL COMPLIANCE:

Not applicable

COMMITTEE STATUS:

This matter was reviewed with the Executive Committee.

RECOMMENDED ACTIONS:

Adopt Resolution No. 2023-1321 – Resolution of the Board of Directors of Trabuco Canyon Water District Confirming Appointment of Assistant Secretary to the Board of Directors.

EXHIBIT(S):

1. Resolution No. 2023-1321 – Resolution of the Board of Directors of Trabuco Canyon Water District Confirming Appointment of Assistant Secretary to the Board of Directors

CONTACTS (staff responsible): PALUDI/PEREA

**RESOLUTION NO. 2023-1321
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TRABUCO CANYON WATER DISTRICT
CONFIRMING APPOINTMENT OF
ASSISTANT SECRETARY TO THE BOARD OF DIRECTORS**

Pursuant to Water Code Section 30540(b) and Resolution No. 2012-1177, Mr. Michael Perea was appointed as the Secretary to the Board of Directors (Secretary) of the Trabuco Canyon Water District.

The Secretary has the authority, subject to Board confirmation, to appoint Assistant Secretaries.

Mr. Michael Perea, as Secretary to the Board of Directors, has appointed Ms. Claire Collins, District General Counsel, as an Assistant Secretary to the Board of Directors, and requested confirmation by the Board of Directors.

THE BOARD OF DIRECTORS THEREFORE RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

Section 1. All previously adopted Resolutions appointing Assistant Secretaries to the Trabuco Canyon Water District Board of Directors are hereby rescinded.

Section 2. Ms. Claire Collins, District General Counsel, is hereby confirmed as Assistant Secretary to the Board of Directors of the Trabuco Canyon Water District.

Section 3. This Resolution takes effect immediately upon adoption.

ADOPTED, SIGNED AND APPROVED THIS 17TH DAY OF AUGUST 2023.

TRABUCO CANYON WATER DISTRICT

By: _____
President/Vice President

By: _____
District Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Michael Perea, District Secretary of the Trabuco Canyon Water District, do hereby certify that the foregoing resolution was duly adopted by the Board of said District at a meeting of said Board held on the 17th day of August 2023, of which meeting all of the members of the Board had due notice and at which a quorum thereof were present and acting throughout and for which notice and an agenda was prepared and posted as required by law and that at such meeting such resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

District Secretary,
Trabuco Canyon Water District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Michael Perea, District Secretary of the Trabuco Canyon Water District, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2023-1321 of such Board and that the same has not been amended or repealed.

Dated this 17th day of August 2023.

District Secretary,
Trabuco Canyon Water District

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

ACTION CALENDAR

ADMINISTRATIVE MATTERS

ITEM 6: GENERAL MANAGER'S CONTRACT

Trabuco Canyon Water District's (District) General Manager (GM) is a contract position. Per the Employment Agreement between the GM and the District, the Agreement automatically renews for one-year periods beginning on September 1, 2023, unless terminated by either party. The GM has requested no change in compensation or any other provisions of his employment for the one-year term beginning September 1, 2023.

FUNDING SOURCE:

Not applicable

FISCAL IMPACT

None

ENVIRONMENTAL COMPLIANCE:

Not applicable

COMMITTEE STATUS:

This matter has not been reviewed at the Committee level.

RECOMMENDED ACTIONS:

Receive and file notice of General Manager's request for no change to contract.

EXHIBIT(S):

None

CONTACTS (staff responsible): PALUDI/COLLINS

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

**ACTION CALENDAR
FINANCIAL MATTERS**

ITEM 7: APPROVAL OF DISTRICT SPONSORSHIP OF 2023 OC WATER SUMMIT

Trabuco Canyon Water District (District) is a member of the Municipal Water District of Orange County (MWDOC). MWDOC and Orange County Water District (OCWD) host an annual event called the OC Water Summit, and the event is scheduled for October 13, 2023 at the Westin South Coast Plaza in Costa Mesa. A program for the event is included as an exhibit. The District has sponsored this event each year at the table sponsorship level as this provides seating for District Board members and staff, as well as featuring the District's name and logo on event materials. District staff recommends the Board approve a table sponsorship for the 2023 OC Water Summit.

FUNDING SOURCE:

General Fund

FISCAL IMPACT (PROJECT BUDGET)

Table Sponsorship: \$1,600

ENVIRONMENTAL COMPLIANCE:

Not applicable

COMMITTEE STATUS:

This matter was reviewed with the Finance/Audit Committee.

RECOMMENDED ACTION:

Receive information at the time of the meeting and approve table sponsorship in the amount of \$1,600.

EXHIBIT:

1. 2023 OC Water Summit Event Program
2. 2023 OC Water Summit Sponsorship Opportunities

CONTACTS (staff responsible): PALUDI/PEREA



finding **RELIABILITY**

Friday, October 13, 2023
7:30 am - 1:30 pm
Westin South Coast Plaza

[HOME](#) [PROGRAM](#) [REGISTER](#) [SPONSOR](#) [PAST PROGRAM](#)



2023 Program

15th Annual OC Water Summit
Finding Reliability

Friday, October 13, 2023
7:30 am - 1:30 pm

Westin South Coast Plaza
Costa Mesa, California

PROGRAM*

7:30 am **Registration and Continental Breakfast**

8:00 am - 8:15 am **Welcome and Pledge of Allegiance**

- Stephen R. Sheldon, Director, Orange County Water District
 - Jeffery M. Thomas, Board Member, Municipal Water District of Orange County
 - Fritz Coleman, Master of Ceremonies
-

8:15 am - 9:15 am **Drought or Missed Opportunities?**

- Moderator: Lisa Ohlund, Principal, Ohlund Management & Technical Services
 - Alf Brandt, General Counsel to Assembly Speaker Emeritus Anthony Rendon
 - Darcy Burke, Director, Elsinore Valley Municipal Water District and President, Watermark and Associates
 - Jason Phillips, Chief Executive Officer, Friant Water Authority *(Invited)*
-

9:15 am - 10:00 am **Are Infrastructure Funds the New Lottery?**

- Moderator: Steve Greenhut, R Street Institute
 - Congressman Mike Levin, Member of House Natural Resources Committee *(Invited)*
 - Congressman John Duarte, Member of House Natural Resources Committee and Member of House Transportation and Infrastructure Committee *(Invited)*
-

10:00 am - 10:20 am **Networking Break**

10:20 am - 11:15 am Is it Fair to Blame Climate Change for Everything?

- Moderator: Fritz Coleman
- John Christy, Director, Earth System Science Center, The University of Alabama in Huntsville
- Speaker TBD

11:15 am - 12:15 pm What's Our Water Supply Future?

- Moderator: Edward Ring, Senior Fellow, California Policy Center, and Author, *The Abundance Choice*
- The Honorable Ana Caballero, Senator and Author of SB 366 (*Invited*)
- Adan Ortega, Chair, Metropolitan Water District
- Glenn Farrel, Executive Director, CalDesal

12:15 pm - 12:30 pm Closing Remarks

- Stephen R. Sheldon, Director, Orange County Water District
- Jeffery M. Thomas, Board Member, Municipal Water District of Orange County
- Fritz Coleman, Master of Ceremonies

12:30 pm - 1:30 pm Buffet Lunch and Networking

****Program subject to change***





finding
RELIABILITY



**SPONSORSHIP
OPPORTUNITIES**

October 13, 2023

7:30am-1:30pm

Westin South Coast Plaza, Costa Mesa
www.OCWaterSummit.com

PRESENTED BY



finding **RELIABILITY**

Today, we find ourselves amidst a critical juncture, grappling with the effects of past drought, aging infrastructure, and policy and regulatory challenges that threaten the availability and sustainability of our water supply. What got us here, and how can we forge innovative solutions to increase Orange County's water supply for future generations?

Join more than 300 business professionals, elected officials, academics, and water leaders on October 13, 2023, as the OC Water Summit explores *Finding Reliability*.

ABOUT THE OC WATER SUMMIT

Currently in its 15th year, the OC Water Summit is an innovative, interactive forum that brings together hundreds of business professionals, elected officials, water industry stakeholders, and community leaders from throughout Southern California and beyond.

Co-hosted by the **Orange County Water District (OCWD)** and **Municipal Water District of Orange County (MWDOC)**, this unique event engages participants in discussion on new and ongoing water supply challenges, water policy issues, and other important topics that impact our economy and public health.

Prominent authors, world-renowned experts, and distinguished speakers will deliver presentations and engage in dialogue with participants on these critical issues. By sponsoring the **OC Water Summit**, you are investing in water reliability for Southern California. A variety of sponsorship opportunities are available to meet your organization's strategic goals. Please visit www.OCWaterSummit.com for more information.

SPONSORSHIP INFORMATION

We are currently seeking sponsorships from organizations like yours for our 2023 event.

For your convenience, you may complete the sponsorship commitment form online at www.OCWaterSummit.com.

Please complete your sponsorship commitment form no later than Friday, September 22, 2023 to guarantee inclusion in all of the sponsorship benefits.

Send a high-resolution electronic version of your logo to Dani Berch at dberch@ocwd.com. EPS, PDF or AI file formats are preferred for best image quality.

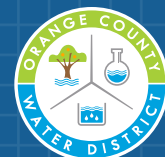
Payments may be made via credit card or check. Please make checks payable to "Orange County Water District" and mail to: Orange County Water District, PO Box 8300, Fountain Valley, CA 92728.

Questions? Contact:

Dani Berch
(714) 378-3219
dberch@ocwd.com

Katie Vincent
(714) 916-0763
kvincent@mwdoc.com

PRESENTED BY



SPONSOR LEVELS

Logo exclusively featured alongside Presenting Sponsors on event invitations, program cover, transitional slides; event website, event signage, and on advertising, marketing, and other promotional materials

Opportunity to have a promotional item distributed to each guest attending the Summit

Name mentioned during thank you remarks

Opportunity to host an exhibit table at the Summit

Logo featured in the Summit program

Name featured in the Summit program

Logo featured on the event website, www.ocwatersummit.com

Name featured on the event website, www.ocwatersummit.com

Logo featured on slides during the program

Full page color advertisement on the last page of the Summit digital program (This is the ONLY ad space in the program)

Table for eight at Summit with logo on table signs

Two complimentary tickets to the Summit

Signage located at buffet stations featuring company name and logo

Logo featured on each table

| | \$10,000* TITLE | \$7,500* LUNCHEON | \$6,000* PROGRAM | \$5,000 DÉCOR | \$3,500** SESSION | \$2,000 ASSOCIATE | \$1,600 TABLE | \$1,200 BREAKFAST | \$1,000 EXHIBITOR |
|--|--------------------|----------------------|---------------------|------------------|----------------------|----------------------|------------------|----------------------|----------------------|
| Logo exclusively featured alongside Presenting Sponsors on event invitations, program cover, transitional slides; event website, event signage, and on advertising, marketing, and other promotional materials | ✔ | | | | | | | | |
| Opportunity to have a promotional item distributed to each guest attending the Summit | | ✔ | | | | | | | |
| Name mentioned during thank you remarks | | ✔ | | | | | | | |
| Opportunity to host an exhibit table at the Summit | ✔ | ✔ | ✔ | ✔ | | | | | ✔ |
| Logo featured in the Summit program | | ✔ | ✔ | ✔ | ✔ | ✔ | | | |
| Name featured in the Summit program | | | | | | | ✔ | ✔ | |
| Logo featured on the event website, www.ocwatersummit.com | | ✔ | ✔ | ✔ | ✔ | ✔ | | | |
| Name featured on the event website, www.ocwatersummit.com | | | | | | | ✔ | ✔ | |
| Logo featured on slides during the program | | ✔ | ✔ | ✔ | ✔ | | | | |
| Full page color advertisement on the last page of the Summit digital program (This is the ONLY ad space in the program) | | | ✔ | | | | | | |
| Table for eight at Summit with logo on table signs | ✔ | ✔ | | ✔ | | | ✔ | | |
| Two complimentary tickets to the Summit | | | | | ✔ | ✔ | | | |
| Signage located at buffet stations featuring company name and logo | | ✔ | | | | | | ✔ | |
| Logo featured on each table | | | | ✔ | | | | | |

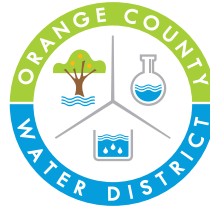
*Limited to One Sponsor

**Limited to One Sponsor
(4 sessions available)

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FOR JOINING US TO DISCUSS WATER ISSUES IN SOUTHERN CALIFORNIA!

PRESENTING



LUNCHEON



PROGRAM



OC CITIES



SESSION



MEDIA



ASSOCIATE



TABLE

Aleshire & Wynder, LLP
Anaheim Public Utilities
Best Best & Krieger
Black and Veatch Corporation
Disneyland Resort
East Orange County Water District
Eastern Municipal Water District

El Toro Water District
Hazen and Sawyer
Innovative Construction Solutions
Irvine Ranch Water District
Metropolitan Water District of Southern California
Michael Baker International

Moulton Niguel Water District
Santa Margarita Water District
South Coast Water District
South Orange County Wastewater Authority
Trabuco Canyon Water District
Yorba Linda Water District

BREAKFAST

Rutan & Tucker, LLP

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

**ACTION CALENDAR
ENGINEERING MATTERS**

ITEM 8: HERITAGE SEWER LIFT STATION DRY PIT IMPROVEMENTS

Trabuco Canyon Water District (District) owns and operates the Heritage Sewer Lift Station (Heritage SLS) located on Heritage Drive between Robinson Ranch Road and Silvertree Lane in the Trabuco Highlands Community. The Heritage SLS is a critical pump station that conveys pumped wastewater flows from a portion of the lower Dove Canyon community and Rancho Cielo community (from Via Allegre SLS), Walden Homes, Trabuco Marketplace, Dahlia Court community, and lower Robinson Ranch (from Plano Trabuco SLS) via a sewer force main. The facility also receives gravity sewer flows from the upper Robinson Ranch community and Trabuco Highlands community and serves as the final pump station of the sanitary sewer system before the Robinson Ranch Wastewater Treatment Plant (WWTP).

In FY 22/23, operations requested the installation of a sewer bypass valve assembly for emergency and maintenance work. This work was completed in February 2023. For FY 23/24, the station is budgeted for the installation of a back-up in stock pump, including new discharge header improvements and isolation valves. The remaining full site upgrades are budgeted for FY 24/25, which include dry pit and yard piping improvements, installation of a bypass wet well, wet well improvements and site/security improvements.

On July 24, 2023, Staff received construction bids for the FY 23/24 work, as follows:

| Heritage SLS Dry-Pit Improvements | |
|--|---------------|
| Company | Amount |
| Ferreira Construction | \$173,201 |
| GCI Construction | \$338,500 |

Staff recommends awarding the construction project to Ferreira Construction in the amount of \$173,201.

FUNDING SOURCE:

Capital Improvement Program

FISCAL IMPACT (PROJECT BUDGET)

| YEAR | ORIGINAL | FINAL/ PROJECTED | STATUS |
|--------------|--------------------|-----------------------------|---|
| FY 21/22 | \$240,000 | \$100,000 | Engineering for Station Improvements (Piping, Bypass, Wet Well, Site Improvements) Surveying and Geotechnical-Cancelled due to Golf Club SLS |
| FY 22/23 | \$30,000 | \$27,000 | Installation of By-Pass Tee and Valves |
| FY 23/24 | \$200,000 | \$260,000 | Installation of One in Stock Pump, Discharge Header, Valves, Engineering, and Inspection |
| FY 24/25 | \$1,300,000 | \$1,300,000 | Remaining Upgrades- Demo Existing & Install By-Pass Wet Well, Wet Well Vault Lid, 8" Sewer, Site Improvements to Include Grading, Wall & Gate |
| TOTAL | \$1,770,000 | \$1,687,000 | |

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

ENVIRONMENTAL COMPLIANCE:

Notice of Exemption was filed with the County of Orange on October 21, 2021.

COMMITTEE STATUS:

This matter was reviewed with the Engineering/Operational Committee.

RECOMMENDED ACTION:

Authorize the General Manager to execute a contract for Heritage Sewer Lift Station Dry Pit Improvements to Ferreira Construction in the not to exceed amount of \$173,201, with a 10% contingency of \$17,320, for a not-to exceed amount of \$190,521.

EXHIBIT:

1. Bid Evaluation

CONTACTS (staff responsible): PALUDI/LAUSTEN

BID COMPARISON
HERITAGE SEWER LIFT STATOIN DRY PIT IMPROVEMENTS
 2324-104 Bid Opening Date: July 24, 2023 @ 2:00 p.m.

| #1 | #2 |
|---|--|
| Ferreira Construction Bree Scott Bscott@ferreiraconstruction.com Commerce Center Drive, Suite Rancho Cucamonga, CA 91730 (909) 606-5900 License # 985180 | GCI Construction Terry Gillespie tdg@gciconstruction.com 1031 Calle Recodo Suite D San Clemente, CA 92673 (714) 957-0233 License # 755356 |

| Item | Description | Quantity | Unit | Engineer's Unit Price | Engineer's Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
|------|--|----------|------|-----------------------|-----------------------|-------------|---------------------|--------------|---------------------|
| 1 | Mobilization / Demobilization (NTE 5% of Total Bid) | 1 | LS | \$19,200.00 | \$19,200.00 | \$8,000.00 | \$8,000.00 | \$17,000.00 | \$17,000.00 |
| 2 | Construction and Monitoring of Temporary Sewer Bypass System | 1 | LS | \$30,000.00 | \$30,000.00 | \$1.00 | \$1.00 | \$48,000.00 | \$48,000.00 |
| 3 | Survey and Verification of Utility Locations, Field Dimensions, and Existing Electrical Work | 1 | LS | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$16,000.00 | \$16,000.00 |
| 4 | BMP Implementation and Erosion Control | 1 | LS | \$1,000.00 | \$1,000.00 | \$800.00 | \$800.00 | \$15,000.00 | \$15,000.00 |
| 5 | Excavation Safety Measures | 1 | LS | \$4,600.00 | \$4,600.00 | \$1,200.00 | \$1,200.00 | \$6,000.00 | \$6,000.00 |
| 6 | Miscellaneous Mechanical Demolition in Dry Pit | 1 | LS | \$16,710.00 | \$16,710.00 | \$12,500.00 | \$12,500.00 | \$13,000.00 | \$13,000.00 |
| 7 | Construction of Mechanical Improvements in Dry Pit | 1 | LS | \$93,800.00 | \$93,800.00 | \$78,500.00 | \$78,500.00 | \$110,000.00 | \$110,000.00 |
| 8 | Construction of Force Main Improvements | 1 | LS | \$70,300.00 | \$70,300.00 | \$50,200.00 | \$50,200.00 | \$82,000.00 | \$82,000.00 |
| 9 | Startup and Testing, Record Documents, O&M Manuals and Warranties | 1 | LS | \$3,500.00 | \$3,500.00 | \$1,000.00 | \$1,000.00 | \$6,500.00 | \$6,500.00 |
| 10 | All Other Work | 1 | LS | \$48,000.00 | \$48,000.00 | \$19,000.00 | \$19,000.00 | \$25,000.00 | \$25,000.00 |
| | | | | | \$289,110.00 | | \$173,201.00 | | \$338,500.00 |

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

**ACTION CALENDAR
ENGINEERING MATTERS**

ITEM 9: SCADA UPGRADE PROJECT ADDENDUM NO. 1 TO FY 2023/23 AGREEMENT WITH TESCO CONTROLS

The Districts’ Supervisory Control and Data Acquisition (SCADA) System is a critical system used for the daily operation and monitoring of facilities in the water, wastewater, and recycled water systems. The SCADA system includes alarms, remote monitoring and controls, and data logging of the District’s various facilities including the water and wastewater treatment plants, pump stations, sewage lift stations, and reservoirs. The SCADA system consists of various telemetry, programmable logic computers, PCs, radios, controllers, and antennas of various heights and types. The SCADA system continuously monitors the District’s facilities and reports alarm conditions to the operators on a twenty-four hour per day basis every day.

An upgrade to the District’s SCADA System has been phased in over several years. The final location in the multi-year SCADA upgrade is Robinson Ranch Booster Pump Station. Staff is presenting this amendment which includes a new PLC, OIT screen, enclosure, programming, and electrical installation/support because this work was not included in the original scope.

FUNDING SOURCE:

Capital Improvement Program

FISCAL IMPACT (PROJECT BUDGET):

| | |
|---|---------------------|
| FY 17/18: SCADA System Assessment Study | \$ 45,000 |
| *FY 18/19: WAN Improvements and Hardware Replacement | \$ 200,000 |
| FY 19/20: Radio Study and PLC Hardware Purchase | \$ 400,000 |
| FY 20/21: SCADA Platform, Backbone Installation, TCGWTF Upgrades | \$ 600,000 |
| FY 21/22: Upgrade 24 Sites, DWTP, New OIT screens, (2 Amendments) | \$ 1,224,726 |
| FY 22/23: Upgrade 7 Sites, WWTP & DWTP Hardware, HMI Software (1 Amendment) | \$ 1,045,900 |
| Total: | \$ 3,515,626 |

*Need to prolong life of system until new SCADA completion

FY 22/23 CONTRACT SUMMARY:

| | |
|------------------|-------------|
| Original contact | \$ 960,000 |
| Addendum No. 1 | \$ 85,900 |
| Total Contact | \$1,045,900 |

ENVIRONMENTAL COMPLIANCE:

Notice of Exemption

COMMITTEE STATUS:

This matter was reviewed with the Engineering/Operational Committee.

RECOMMENDED ACTION:

Authorize the General Manager to execute Addendum No. 1 to FY 2022/23 Agreement with TESCO Controls, Inc. for Robinson Ranch Panel Upgrade to TESCO Controls, Inc. in the not to exceed amount of \$85,900.

EXHIBIT(S):

1. TESCO Controls Proposal

CONTACTS (staff responsible): PALUDI/PEREA/LAUSTEN

To: Trabuco Canyon Water District
Attn: Lorrie Lausten
Re: Robinson Ranch Pump Station
RTU Panel Upgrade

Quote Date: 8/8/2023
Quote No.: 23F264Q04

Dear Lorrie:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Scope of Work

This quote is inclusive of the RTU panel upgrade required at Trabuco Canyon Water District's (District) Robinson Ranch Pump Station. Based on the equipment requirements at Robinson Ranch, TESCO will supply a new enclosure (*to be installed by Others*) to replace the existing wall-mount RTU panel.

TESCO will program the new Robinson Ranch PLC and integrate the site within the District's new Ignition SCADA application according to the recent standards developed under TESCO Projects No. T-46178X7 and T-46178X8. Regarding communications, TESCO will need to determine a viable radio path to link with the District's new RF infrastructure and then a radio will be provisioned and configured for the selected frequency.

TESCO will subcontract an electrical contractor to perform the new RTU panel and antenna mast installations required at Robinson Ranch. Following installation and integration of the new RTU equipment, TESCO will perform testing and startup services to ensure the related communications, controls, and monitoring functions are working properly. Refer to the *Scope of Supply* below for a complete listing of the materials and services to be provided by TESCO and the electrical contractor.

Scope of Supply

| Item | Qty | Description |
|------------------------------------|-----|---|
| ROBINSON RANCH PUMP STATION | | |
| 1 | 1 | <p>PLC/RTU Control Panel (New) to include:</p> <ul style="list-style-type: none"> ▪ Wall-Mount NEMA 12 Galvanized Steel Enclosure <ul style="list-style-type: none"> ▫ 120V, 15A, 1-Phase, 10kAIC ▫ Dimensions: 48"H x 36"W x 12"D ▫ Back-Panel per Layout ▫ Cutout/Space Provisions for Panel HMI ▫ Exterior Powder Coat: <u>ANSI 61 Grey</u> ▪ Panel Circuit Breaker ▪ 120V Simplex Receptacle ▪ Surge Protection Device ▪ 1000VA UPS with Qty. of (2) 24V Batteries ▪ 24V Power Supply ▪ Modicon M340 PLC <ul style="list-style-type: none"> ▫ I/O Modules as required ▪ C-more 7" Touch Panel HMI (<i>previously purchased by TCWD under TESCO Project T-46178X7 COQ4</i>) ▪ MDS Orbit ECR Radio (<i>450/900MHz – frequency selection to be determined following RF testing/analysis</i>) |

| Item | Qty | Description |
|------|-----|--|
| | | <ul style="list-style-type: none"> ▫ Yagi Directional Antenna & Lightning Arrestor ▫ Pole Mounting Kit, Weatherproofing, Cable Grounding, Coaxial Feedline, & Ethernet Patch Cable as required (<i>Antenna Mast/Pole supplied & installed by Others</i>) ▪ Siemens 8-Port Managed Ethernet Switch ▪ DIN Rails, Terminal Blocks, Circuit Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required |
| 2 | Lot | <p>Professional Services to include:</p> <ul style="list-style-type: none"> ▪ <u>Project Management</u> ▪ <u>Engineering</u> <ul style="list-style-type: none"> ▫ engineered bill of materials, engineered shop drawings, equipment schematics, engineered submittals, technical data, as-built documentation, O&M manual, and project records ▪ <u>Manufacturing</u> <ul style="list-style-type: none"> ▫ fabrication, assembly, equipment wiring, and factory testing ▪ <u>PLC/HMI Programming</u> <ul style="list-style-type: none"> ▫ program the PLC and HMI quoted herein as required of Robinson Ranch Pump Station for monitoring/control purposes and according to the PLC/HMI programming standards developed and implemented under TESCO Project No. T-46178X7 ▪ <u>SCADA Programming</u> <ul style="list-style-type: none"> ▫ integrate Robinson Ranch Pump Station within the District’s new Ignition SCADA application; develop screens/graphics, tag database, and alarms according to the SCADA programming standards developed and implemented under TESCO Project No. T-46178X8 ▪ <u>Networking/Communications/Telemetry</u> <ul style="list-style-type: none"> ▫ model, test, analyze, and verify the radio frequency requirements for the communications required at Robinson Ranch Pump Station ▫ configure the radio and Ethernet switch quoted herein ▪ <u>Field Service / Product Startup</u> <ul style="list-style-type: none"> ▫ product quality review, verification of installation, parameter/configuration adjustments as required, software upload/download as required, instrument/device signal spanning, function checks, and startup |
| 3 | Lot | <p>Electrical Subcontractor Services (Robinson Ranch Pump Station) to include:</p> <ul style="list-style-type: none"> ▪ installation of new TESCO-furnished RTU panel ▪ supply and install of new conduit, boxes, and wiring as required for 120V power and controls ▪ supply and install of new conduit, boxes, and wiring as required for 4-20mA controls/signals ▪ supply and install of new conduit, boxes, and wiring as required for 24V controls/signals ▪ supply and install of one (1)-2” GRC antenna mast with weather head ▪ install TESCO-furnished radio antenna and coaxial feedline cable ▪ unwitnessed and witness I/O checks and assistance with startup ▪ demolition of the existing RUGID RTU panel |

| Item | Qty | Description |
|------|-----|---|
| | | TOTAL (Items 1-3, including applicable sales tax): |
| | | \$85,900.00 |

Progress Payment Milestones

Project Stage:

| | |
|---|-----|
| Engineered Product Submittals Furnished | 15% |
| Internal Factory Testing / Ready to Ship | 70% |
| Deployment, Field Verification, & Startup | 10% |
| Project Closeout | 5% |

Progress Payment:

Project Clarifications

- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Networking infrastructure or architecture modifications to existing facilities.
 - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
 - Electrical interconnection diagrams for equipment not furnished by TESCO.
 - ISA process control loop diagrams.
 - Signal loop diagrams for equipment not furnished by TESCO.
 - Temporary power requirements for construction or operation.
 - Building permits and associated fees.

Terms & Conditions

- Quote is firm for thirty **(30) days** unless otherwise stated.
- Intellectual Property and Confidentiality Notice: The scope of work and price quotation shall not be construed as a formal design or recommendations on design for the related project. All content contained within this quotation is the intellectual property under the proprietorship of Tesco Controls, LLC and is subject to applicable copyright laws. Such intellectual property shall not be duplicated, replicated, copied, or shared without explicit written consent from Tesco Controls, LLC, as it contains confidential information and work product developed exclusively for use by Tesco Controls, LLC.
- Submittals:
 - Product/Equipment Submittals: Initial equipment submittal(s) "**schedule**" to be provided approximately six **(6) weeks** after receipt of purchase order, written notice of intent, or notice to proceed. Lead-time for this "schedule" may be subject to delays imposed by 3rd party submittal providers. Submittal "schedule" will list all project submittals and will indicate lead-times for each product/equipment submittal. Generation of submittal(s) may be subject to availability of specified material components; supply-chain constraints may impact material item selections, therefore, may impact submittal lead-times.
 - Information Submittals: Information Submittals are dependent on the approval of Product/Equipment Submittals. An updated Submittal Schedule will be provided after receiving approval of corresponding Product/Equipment Submittal showing schedule and lead-times for Information Submittals.
- Delivery: Initial shipment(s) anticipated to commence approximately **30-40 weeks** minimum after Product/Equipment Submittal approval; however, delivery schedule(s) will be contingent on supply-chain availability and variability for material component selections, therefore, lead-times are subject to change. Delivery schedules will be confirmed and provided after receiving Product/Equipment Submittals approval.
- Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change.

- Storage Terms: Any item of the product in which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - c. And if the product is within six (6) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing, and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.
- TESCO price is Ex Works (EXW) per INCOTERMS, freight allowed.
- Product startup will commence once the product is properly installed and powered up. If Buyer requests or schedules product startup and Seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee of one thousand five hundred dollars (\$1,500.00) will be charged to Buyer to remobilize Seller for product startup.
- TESCO carries liability insurance, with full worker's compensation coverage.
- TESCO warranties against defect in design workmanship and materials for a period of one (1) year from date of product startup, and does not exceed eighteen (18) months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Invoices will be billed in accordance with a customer-approved schedule of values and customer-approved payment application.
- Terms are net forty-five (45) days on approved credit. Shipment release requires the following:
 - Accounts with sub-par credit will require fifty percent (50%) down-payment upon order and fifty percent (50%) payment at pickup (prior to shipment).
 - Accounts with approved credit – all milestone progress payments must be current before releasing shipment or deploying services.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amount within forty-five (45) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the rate of one and one-half percent (1.5%) per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- Price Escalation: If between the quotation date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than two and one-half percent (2.5%) of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within ten (10) days of the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS

A handwritten signature in black ink, appearing to read "John Wright", written over a white background.

John Wright
Technical Sales Supervisor
jwright@tescocontrols.com

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

**ACTION CALENDAR
ENGINEERING MATTERS**

ITEM 10: PROJECT PARTNERS CONTRACT FOR DISTRICT STAFF AUGMENTATION

The District's adopted Capital Improvement Plan Budget for Fiscal Year 23/24 is \$4,512,000. To complete these projects, Staff proposes to contract with Project Partners to provide an as-needed project manager who will provide project management support services to the District Engineer. These services would consist of planning, consultant design management, operational support, and construction management.

FUNDING SOURCE:
General Fund and CIP

FISCAL IMPACT (PROJECT BUDGET):
\$81,000

ENVIRONMENTAL COMPLIANCE:
Not Applicable

COMMITTEE STATUS:
This matter was reviewed with the Engineering/Operational Committee.

RECOMMENDED ACTION:
Authorize the General Manager to execute a contract for As-Needed Project Management Support to Project Partners in the not to exceed amount of \$81,000.

EXHIBIT:
1. Project Partner's Draft Agreement

CONTACTS (staff responsible): PALUDI/LAUSTEN

**PROFESSIONAL SERVICES CONTRACT
FOR WORK ON A PUBLIC WORKS PROJECT
AS-NEEDED PROJECT MANAGEMENT SUPPORT SERVICES**

THIS CONTRACT (“Contract”) is entered into on August 17, 2023 by and between **Trabuco Canyon Water District**, hereinafter called “TCWD,” and **Project Partners, Inc.** hereinafter called “Consultant.”

WHEREAS, TCWD desires certain services hereinafter described and Consultant is capable of providing and desires to provide such service.

NOW, THEREFORE, TCWD and Consultant, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

SECTION I

SCOPE OF SERVICE

- 1.1 The services to be performed under this Contract are as described in Appendix One hereunto attached and by this reference made a part hereof (“Scope of Services”). In the event that a conflict or contradiction is discovered between the proposal language and TCWD’s standard Contract terms, TCWD’s standard Contract terms shall prevail. Such service shall be performed by employees of the Consultant, operating as an independent contractor, and not by or as employees of TCWD.

SECTION II

DUTIES OF CONSULTANT

- 2.1 Standards. All work performed by Consultant or under its direction shall be rendered in accordance with the accepted practices and to the standards of Consultant’s business or industry.

Employees or agents of Consultant who are experienced and skilled in their business and in accordance with the standards of work in their respective professions hereunder shall perform all services. Consultant’s findings, recommendations, and professional advice shall be based on practices and procedures customary in its profession. Consultant shall provide additional services needed to correct any deficiency in its work at no additional cost or expense to TCWD.

- 2.2 Additional Work. Consultant shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by TCWD’s General Manager. The cost of such additional work shall be reimbursed to Consultant by TCWD on the same basis as provided in Section IV. TCWD shall not incur any liability related to any work performed

beyond the scope of this Contract until such change has been approved in writing by the General Manager.

- 2.3 Security and Safety. If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding therefrom the security and safety of any TCWD facility within the job site not under the control of Consultant.

In providing its services hereunder, unless otherwise specifically called for in the Scope of Services, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material present on the project site either prior to Consultant's commencement of work or by reason other than due to the actions of the Consultant. In the event that TCWD becomes aware of the presence of asbestos or hazardous material at the job site, TCWD shall be responsible for complying with all applicable federal and state rules and regulations and shall immediately notify Consultant, which shall then be entitled to cease any of its services that may be affected by such presence, without any liability to Consultant arising therefrom.

- 2.4 Consultations. Consultant shall meet with TCWD personnel, or third parties as necessary, on all matters related to the carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party. Consultant shall obtain TCWD's review and approval of completed work monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

- 2.5 Data. Consultant agrees that all data and information, including without limitation specifications, designs, drawings, reports, and blueprints, generated in the performance of this Contract and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Contract shall be and remain the sole property of TCWD, with the exception of any intellectual property rights expressly contained therein, owned or created by Consultant prior to the effective date of this Contract; and/or created wholly outside the scope of this Contract. Consultant understands and agrees that all copyright and patent rights arising under this Contract belong to and shall constitute the property of TCWD, unless otherwise stated herein. Consultant hereby assigns any and all rights under copyright and patent law to TCWD and agrees to assist TCWD in perfecting the same. Consultant shall deliver all data and information to TCWD upon TCWD's request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection of all data and information until such delivery to TCWD. Except as otherwise provided in this Contract, said documents shall be delivered to TCWD without additional cost to TCWD. Any reuse or modification of Consultant's work product without Consultant's permission shall be at TCWD's sole risk.

- 2.6 Subcontracting. Any work to be performed by subcontractors shall be performed by the subcontractors identified in Consultant's proposal, and no substitutions shall be made without TCWD's prior written authorization (Appendix Two).

2.7 Prevailing Wages. Consultant acknowledges that the work to be performed pursuant to this Contract is related to a Public Works Project, as defined in Labor Code Section 1720 *et. seq.* To the extent applicable to the Scope of Services to be performed under this Contract, pursuant to Labor Code Section 1771, for public works project greater than \$1,000, Consultant shall pay the general prevailing rate of per diem wages to all workers employed on contracted projects as established by the California Department of Industrial Relations (“DIR”). Consultant and any subcontractor performing work under this CONTRACT shall be registered with DIR and qualified to perform work pursuant to Labor Code Sections 1725.5 and 1771.1. Consultant shall be responsible for providing proof of current registration for both Consultant and any subcontractor prior to performing any work, and contracts with unregistered contractors shall be subject to cancellation by the District. Consultant acknowledges that this Contract is subject to compliance monitoring and enforcement by DIR. Labor Code Sections 1735, 1775, 1776, 1777.5-1777.7, and 1810-1815 are incorporated into and are a fully operative part of this Agreement, and Consultant shall be responsible for compliance therewith.

SECTION III

DUTIES OF TCWD

- 3.1 Provision of Information. TCWD shall make available to Consultant all data and information in the possession of TCWD that TCWD deems necessary to the preparation of the work, and TCWD shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Consultant shall be entitled to rely upon the accuracy of data and information provided by TCWD or others without independent review or evaluation.
- 3.2 Review of Progress of Work. TCWD Management may authorize a staff person as a representative to confer with Consultant relative to Consultant’s services hereunder. The work in progress hereunder shall be reviewed from time to time by TCWD at the discretion of TCWD or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, TCWD will inform Consultant of the changes or revisions necessary to secure approval.

SECTION IV

FEEES AND PAYMENTS

- 4.1 Payment Schedule. Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard Contract terms, TCWD's standard Contract terms shall prevail.
- 4.2 Statements. Unless otherwise specified in said Appendix Two, Consultant's fees shall be payable on monthly statements. Such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the expenses incurred for which billing is made and shall contain the following affidavit signed by a principal of the firm of Consultant:

"I hereby certify as principal of the firm of **Project Partners** that the charge of \$ _____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Contract dated, August 17, 2023 and has not been previously paid."

SECTION V

CHANGES IN WORK

- 5.1 Extra/Changed Work. TCWD may order major changes in scope or character of the work, either decreasing or increasing the amount of Consultant's services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.
- 5.2 Change of Schedule. In the event that major changes are ordered, the schedule for completion as stated in Appendix Two hereto will be adjusted by negotiation between Consultant and TCWD.
- 5.3 Change Authorization. No representative of TCWD, other than the General Manager, is authorized to obligate TCWD to pay the cost or value of services beyond the scope thereof as herein described. Except in the event of an emergency, all changes authorized by the General Manager shall be in writing. TCWD shall not incur any liability related to any change until such change has been approved in writing by the General Manager.

SECTION VI

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

- 6.1 Commencement of Work. Consultant shall begin work upon receipt by it of written Notice to Proceed from TCWD Management. Said Notice shall not be issued until after this Contract has been approved and authorized by TCWD.
- 6.2 Completion Schedule. The schedule for completion of the work shall be as shown upon Appendix Two hereunto attached and made a part hereof. Consultant shall complete the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Two.
- 6.3 Suspension of Services. TCWD may, at any time and without cause, suspend all or a portion of the services of Consultant for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the service on receipt from TCWD of a notice of resumption of services. Any change to the Contract, price, or time of completion sought by Consultant as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

SECTION VII

DELAYS AND EXTENSIONS

- 7.1 Delays. In the event Consultant is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Two. Consultant must submit to TCWD all claims for adjustments to the Schedule for Completion within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

TERMINATION

- 8.1 Termination by TCWD. TCWD may terminate this Contract at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the work completed prior to termination.
- 8.2 Termination by Consultant. Consultant may terminate this Contract upon written notice to TCWD should TCWD fail to fulfill duties as set forth in Section III or IV.
- 8.3 Effect Upon Records. Upon termination, Consultant shall turn over to TCWD all of the documents, records, and papers related to this Contract, which shall, at the option of TCWD,

become TCWD property. TCWD shall not be liable for any costs other than as specified in this Contract.

8.4 Examination of Records. TCWD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Contract.

8.5 Change in Consultant's Status. The financial capability and status of Consultant were substantial inducements for TCWD to enter into this Contract. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify TCWD of any significant financial change, or significant change in status of Consultant within seven (7) days of significant financial change or significant change in status. "Significant financial change" or "significant change in status" shall mean the following:

- Any action(s) by which Consultant shall consolidate with, merge, or convert the Consultant into another partnership or corporation,
- Any filing of bankruptcy by the Consultant (or any of its partners),
- Loss of Consultant's professional qualifications, and
- The fact that Consultant is no longer in compliance with federal or state equal opportunity laws.

SECTION IX

ATTORNEY'S FEES

9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The "prevailing party" as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

SECTION X

INDEMNIFICATION-HOLD HARMLESS

10.1 To the maximum extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify TCWD, as well as TCWD's directors, officers, officials, employees, and authorized volunteers, from and against any and all liabilities, claims, demands, causes of action, costs (including reasonable attorney fees and litigation costs), losses, damages, or expenses (collectively, "Liabilities"), of every nature that:

- (i) for design professionals, arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and its employees or agents connected directly or indirectly with or to the performance of services under this Contract; or
- (ii) for all other professionals, arise out of or in direct, or indirect, connection with Consultant's performance of services under this Contract.

The obligations under this Section shall exclude Liabilities that (i) arise from TCWD's sole negligence and willful acts, or (ii) with respect to design professionals, arise from either the active negligence of TCWD, or any passive negligence of TCWD not caused at least in part by Consultant. For purposes of this section, "design professional" shall include only those professionals identified in California Civil Code section 2782.8(c), when Consultant is contracting to provide such services. The prevailing party shall be entitled to recover any and all legal expenses and costs (including attorney's fees) incurred in any action to enforce the indemnity, hold harmless, or defense provisions set forth in this Section. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by TCWD or its directors, officers, officials, employees, and authorized volunteers.

SECTION XI

INSURANCE

- 11.1 Consultant shall comply with all of the insurance requirements set forth in Appendix Three attached hereto.

SECTION XII

MISCELLANEOUS PROVISIONS

- 12.1 Gratuities. Consultant warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to TCWD's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.
- 12.2 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Contract.
- 12.3 Project Manager. Consultant shall designate within its proposal its project manager or project representative, who shall have the authority to act on behalf of Consultant for all purposes

under this Contract. TCWD Management reserves the right to approve the project manager assigned by Consultant to said work. In the event TCWD disapproves of the project manager assigned to perform work under this Contract, TCWD shall notify Consultant in writing. Consultant shall meet and confer with TCWD Management within ten (10) days of such written notice, and, absent an agreement to the contrary, assign a new project manager within five (5) days of such meeting. Any substitution of Consultant's project manager shall first be approved in writing by TCWD, which shall not unreasonably hold such approval.

12.4 Limitation on Assignment. All services to be furnished under this Contract shall be deemed professional services. As such, the Consultant shall have neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in or obligations under this Contract without the prior written consent of TCWD.

12.5 Status of Consultant. Consultant is employed to render a contract service only, and any payments made to Consultant are compensation solely for such services as Consultant may render. Consultant shall at all times retain the status of an independent contractor with TCWD. Nothing within this Contract shall be construed so as to make Consultant, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with TCWD.

In order to confirm its status as an independent contractor to TCWD under current law, Consultant represents to TCWD as follows:

[Check as applicable]

(a) Consultant will be providing one or more of the following professional services: (1) attorney services, (2) engineering services, (3) private investigatory services, (4) accountancy services, (5) stockbroker or municipal advisory services, and/or (6) direct-sales services.

(b) Consultant will be providing professional services of

and (i) maintains a separate business location, (ii) maintains a business license/professional service licenses or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.

(c) Consultant is providing "business to business" services where Consultant is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates and similar, and (iii) does not require a California contractor's license in order to provide the services set out in this Agreement.

- 12.6 Licensing. Consultant warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.
- 12.7 Entire Contract. This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement, or promise related to the subject matter of this Contract which is not contained in this Contract shall be valid or binding.
- 12.8 Ownership of Work. All work performed pursuant hereto shall, upon completion, become the property of TCWD. In the event the work is not completed, the completed portions thereof shall become the property of TCWD.
- 12.9 Waiver. Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition, or requirements set forth in this Contract. Either party to this Contract may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Contract by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained within such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Contract that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to an act, except as otherwise specified in this Contract
- 12.10 Job Costing. Any opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of TCWD. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to TCWD.
- 12.11 Notices. Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To TCWD:

Trabuco Canyon Water District
Attention: General Manager
32003 Dove Canyon Dr
Trabuco Canyon, CA 92679

To Consultant: Project Partners, Inc.

Attention: Mr. Kimo Look
Principal
23195 La Cadena Dr., Suite 101
Laguna Hills, CA 92653

- 12.12 Jurisdiction. The parties hereby understand and agree that this Contract, and the attachments 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. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Orange, State of California.
- 12.13 Amendments. No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.

12.14 Signatories The signatories hereto do warrant that they are appropriately authorized to execute this Contract on behalf of the party for which they signed.

IN WITNESS WHEREOF, the parties have executed this Contract the day first hereinabove written.

PROJECT PARTNERS, INC.

TRABUCO CANYON WATER DISTRICT

By: _____
Kimo Look, Principal

By: _____
Fernando Paludi, General Manager

Print
Name: _____

Approved as to Form:

Hanson Bridgett, LLP

General Legal Counsel:

By: _____

APPENDIX ONE

SCOPE OF SERVICES

Scope of Services shall consist of providing As-Needed Project Management Support Services per proposal dated July 6, 2023 (attached).

In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard contract terms, TCWD's standard Contract terms shall prevail.



**Project
Partners**

"Partners in Building Engineering Careers and Teams"

www.projectpartners.com

July 6, 2023

Lorrie Lausten
District Engineer
Trabuco Canyon Water District
32003 Dove Canyon Dr.
Trabuco Canyon, CA 92679

SUBJECT: Proposal for As-Needed Project Management Support Services

Dear Ms. Lausten,

Project Partners is pleased to offer this proposal for As-Needed Project Management Support Services to Trabuco Canyon Water District (District). Below is our proposed scope of work and level of effort.

Scope of Work

Project Partners understands that the District is interested in Project Partners providing As-Needed Project Management Support Services to assist with implementing and completing key projects. Project Management support would consist of both planning, consultant design management and support during construction.

Specific duties for this position would include but not limited to:

- Perform project management and administration of consultant capital improvement design projects.
- Preparation and review project scope, request for proposals (RFPs), specifications, and engineering designs.
- Implement the planning, design, construction, and closeout phases of water engineering projects.
- Negotiate, administer, and manage agreements for consultant services, design, construction management, inspection, and other specialty services.
- Monitor and evaluate construction work in progress to ensure compliance with approved plans, specifications, and contract.
- Oversee, direct or manage construction activities.
- Provide support by performing calculations and plan check reviews
- Represent and make presentations to the public, Board of Directors meeting and for various other commissions.

23195 La Cadena Dr.
Suite 101
Laguna Hills, CA 92653

phone **949.852.9300**
fax 949.852.9322

Projects could include but not limited to:

- PSPS Transfer Switch Upgrade-Water
- WWTP – Blower Replacements
- PSPS Transfer Switch Upgrade-Sewer
- Dove/Robinson Ranch Recycled BPS Improvements
- Recycled PRV Improvements
- LCRR Line Inventory

Schedule

We are proposing that Project Partners provide the District with a Senior Project Manager. Our goal is to provide highly qualified staff who move key projects forward.

We anticipate our staff will initially provide support services for approximately 20 hours per week for approximately 6 months. If needed, support services can be extended until the end of the fiscal year (approximately until June 30, 2024). Should the District's needs change, we will adjust our staff's schedule to meet the goals of the District. However, in all cases, we will manage and track our staff's time to ensure we do not exceed 1000 hours per fiscal year and remain fully compliant with CalPERS rules.

Proposed Staff Resource(s)

Project Partners is proposing Mr. David Rodriguez to provide Project Management Support Services. He is an experienced Mechanical Engineer with extensive experience in construction and project management. He worked at Orange County Sanitation District for 34 years and served as a Project Manager, Resident Engineer, and Engineering Commissioning Coordinator. Mr. Rodriguez is also a Certified Construction Manager (CCM). He is proficient in the project management of wastewater plants, pump stations, and collection systems projects.

Billing Rate and Project Budget

Project Partners billing rates for our proposed Project Manager is as follows:

| <u>Classification</u> | <u>2023-24 Hourly Billing Rate</u> | <u>Estimated Annual Budget</u> |
|--|---|---------------------------------------|
| Initial Period (6 months) | \$155 | \$81,000 |
| Extended Period (Next 6 months) | \$155 | \$81,000 |
| | Total Projected Budget | \$162,000 |

Note: District approved Mileage and Expenses will be billed as incurred with no additional markup.

Again, I would like to thank you for utilizing Project Partners services and, as always, should you have any questions, or desire additional information, please do not hesitate to call at any time. We look forward to providing continued services to you and your staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimo Look". The signature is stylized with a long horizontal stroke at the bottom.

Kimo Look, P.E.
Project Partners



David Rodriguez, P.E.

Project Level

Senior Water Project Manager

Qualifications

- *Senior Project Manager With 34 Years Of Experience At Orange County Sanitation District*
- *Extensive Experience In Wastewater Project Management, Mechanical Engineering, and O&M Engineering*
- *Certified Construction Manager (CCM)*
- *Strong Written And Oral Communication Skills*

Relevant Experience

Orange County Sanitation District, Fountain Valley, CA (1989-2023; Retired)

Project Manager (2006-2023)

- Responsible for Project Manager of wastewater plants, outlying pump stations, and collection system projects.
 - Served as lead subject matter expert to O&M management and staff regarding large and most complex projects and/or program management functions.
 - Identified project team members and provides leadership and direction; ensures compliance with contract documents and regulatory permits; monitors the project schedules; ensures compliance with specifications; administers permits; prepares budget, progress status reports.
 - Developed SOW, technical specifications, and drawings for various public works projects.
 - Identified project team members and provides leadership and direction on projects
 - Developed project budgets and estimates
 - Oversaw outside engineering consultants, contractors, vendors, and staff
 - Provided technical input on solutions to issues with facility operation identified during the commissioning and startup process to supervision and consulting engineers.
 - Served as lead subject project manager on a number modernization projects for facilities and Plants.
 - Served as lead project manager for three 12-cylinder gas driven biogas engines overhauls each engine produces 2,500 Kilowatts and five 16-cylinder gas driven biogas engines overhauls each engine produces 3,000 Kilowatts.
-

Project Partners

David Rodriguez, P.E.

Senior Water Project Manager

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Resident Engineer (2003-2006)

- Lead Resident Engineer responsible for the satisfactory performance and interpretation of Contracts, Plans and Technical Specifications and ensuring the overall project management of projects progresses to its final contract completion.
- Responsible for the approval of materials and equipment, which has been installed per the Contract and Technical Specifications Documents.
- Responsible safeguarding the interests of the District and its various District wide stakeholders.
- Review of Contractors' monthly project schedules, progress payments, negotiations of Change Orders and keeping accurate records and preparing reports detailing the status of construction progress and meetings with management and Contracts Administration.
- Responsible for the daily review of all field inspection reports and the testing results of all projects' field tests, such as commissioning of new facilities and their startups.

Engineering Commissioning Coordinator (1989-2003)

- Lead Commissioning Coordinator on a large number of multi-million-dollar construction projects.
- Responsible for acceptance testing, reliability acceptance testing; actively troubleshoots issues throughout the many testing phases of commissioning: ORTS, FATS, & RATs.
- Responsible for tracking and review of commissioning progress throughout the project.
- Responsible for leading the testing processes and motivate specialists to achieve standard testing results, such as: NETA Electrical Testing, Loop Testing, Hydraulics Institute Pump Performance Testing, Factory Testing of Equipment, Calibration Testing, etc.

Lead Mechanical Engineer (1989-1994)

- Lead Mechanical Engineer Responsible for providing mechanical engineering technical support and research to O&M's Mechanical Maintenance Division managers, supervisors, and field staff.
 - Design analysis, design review, and design support for engineering review and support to CIP Projects.
 - Review design submittals; generate scopes of work for new mechanical equipment, repair of existing mechanical equipment, and maintenance related projects.
 - Provide corrosion and material analysis for current field issues and future design projects, reviews maintenance procedures and construction schedules
 - Lead mechanical engineer with project team members to ensure all are familiar with the various technical aspects of the project. Also, provide supervision and work direction to outside engineering consultants
 - Responsible for the daily operations and maintenance of all occupied buildings and process facilities for two treatment plants and 16-outlying pump stations, and collection system.
 - Lead Mechanical on numerous HVAC projects for both occupied buildings, facilities, and process areas.
-

Project Partners

David Rodriguez, P.E.

Senior Water Project Manager

Page 3

Other Relevant Experience

Santiago Canyon College, Orange, CA (2013-present)

Adjunct Professor

- Teach and educating of students in water and wastewater classes for entry into industry and for personal professional growth.
- Teach Water Mathematics and Hydraulics Class 050
- Teach Water Utility Maintenance and Construction Class 060
- Teach Pumps and Pumping Class 064
- Teach Collection Systems Class 083
- Prepares students for California Water Environmental Association (CWEA) Certifications in Mechanical Technologist Grades I-IV and Collection System Technologist Grades I-IV.

Education

MS California State University, Fullerton
Fluid Mechanics and Thermodynamics Sciences, 2005

BS California State Polytechnic University, Pomona
Mechanical Engineering, 1996

Professional Certification

Registered as a Professional Mechanical Engineer in the State of California, License No.: 32128

Certified Construction Manager from Construction Manager Certification Institute, Certification No.: A1326

Certified in NASSCO Pipe Assessment from NASSCO Certification Program, Certification No.: U-205-1744

Certified in NASSCO Manhole Rehabilitation from NASSCO Certification Program, Certification No.: U-205-1744

Certified in OSHA Construction Safety Training Certification No.: 000232996

Certified in Applied Techniques in Failure Analysis from ASM International

Certified in HVAC - Psychometrics & Load Calculations from University of Wisconsin College of Engineering

Certified in Basic Corrosion from NACE National Association of Corrosion Engineers

Project Partners

David Rodriguez, P.E.

Senior Water Project Manager

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Certified in Protective Coatings Specialist PCS1 from NACE National Association of Corrosion Engineers

Certified in Collection System Technologist Grade-IV from California Water Environmental Association (CWEA), Certification No.: 1308211124

Certified in Mechanical Technologist Grade-IV from California Water Environmental Association (CWEA), Certification No.: 1308211107

Certified in Vibration Analyst Category-I from Mobius Institute, Certification No.: M-6305-01

Certified in Teaching Online College Courses at Santiago Canyon College, Date Issued: 2014

Professional Skills

Project Management

Quality Assurance and Control

O&M Process and Procedures

Construction Management

APPENDIX TWO

FEE SCHEDULE

Fee shall be per Project Partners proposal dated July 6, 2023 with a total not to exceed amount of \$81,000 and billed on an hourly basis, as summarized below:

Project Partners Billing Rate = \$ 155.00/hour

The schedule for completion will commence upon the execution date of this contract for services and expire on June 30, 2024.

In the event that a conflict or contradiction is discovered between the proposal language and TCWD's standard contract terms set forth in the Contract, TCWD's standard Contract terms shall prevail.

APPENDIX THREE

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, sub-contractors, or sub-consultants. Such insurance shall comply with the requirements set forth in this Appendix Three.

A. Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to TCWD) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** Consultant hereby agrees, and the insurer providing such coverage shall agree, to waive all rights of subrogation against TCWD, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not TCWD has received a waiver of subrogation from the insurer.
4. **Professional Liability** - Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

OR

Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions) – To the extent Consultant will be providing technology related services, Cyber Liability Insurance (Technology Professional Liability), with limits not less than \$2,000,000 per occurrence or claim,

and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, TCWD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to TCWD.

B. Other Required Provisions:

1. The general liability policy must contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status:** TCWD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 - b. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to TCWD, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by TCWD its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

2. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to TCWD.
3. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by TCWD. TCWD may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or TCWD. .
4. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by TCWD.
5. **Verification of Coverage** – Consultant shall furnish TCWD with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by TCWD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. TCWD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
6. **Renewal of Coverage** - Consultant shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant’s insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to TCWD within five (5) days of the expiration of the coverages.
7. **Sub-contractors/Sub-consultants** - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that TCWD its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

**TRABUCO CANYON WATER DISTRICT
ENGINEERING/OPERATIONAL COMMITTEE MEETING | AUGUST 17, 2023**

**ACTION CALENDAR
ENGINEERING MATTERS**

ITEM 11: RATIFICATION OF THE PURCHASE OF FOUR NEW UTILITY TRUCK FLEET VEHICLES

Trabuco Canyon Water District (District) owns and operates a fleet of vehicles that range from small passenger vehicles and pickup trucks to utility vehicles and heavy equipment in order to maintain facilities and to provide water and wastewater services to District customers. The District's approved Fiscal Year 2023-24 Capital Improvement Project (CIP) budget included \$133,000 for the purchase of two new fleet vehicles, and the planned FY 2024-25 CIP budget included \$120,339 for two additional new vehicles. Due to the impacts of the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) regulation which established requirements for state and local agencies (including public water agencies like the District) to purchase a specified percentage of Zero-Emission Vehicles (ZEV) as part of their new vehicle purchases, the District has accelerated the purchase of the FY 2024-25 vehicles to this year as a money-saving strategy.

Background

On April 28, 2023, CARB formally adopted the ACF Regulation which requires a swift shift away from conventional vehicles to ZEVs for state and local fleets (including public water agencies) for medium- and heavy-duty fleet vehicles starting in 2024. Beginning in 2024, all fleet owners throughout the State are required to add ZEVs per the following schedule.

- **2024 – 2026: 50% of new vehicle purchases for state and local fleets must be ZEVs.**
Starting January 1, 2024, 50% of the total number of vehicle additions for the California fleet in each calendar year must be ZEVs.
- **2027 and beyond: 100% of new vehicle purchases for state and local fleets must be ZEVs.**
Starting January 1, 2027, 100% of the total number of vehicle additions for the California fleet in each calendar year must be ZEVs.
- **First Compliance Report**
Due to CARB April 1, 2024, and every year after until April 1, 2045.

As an alternative, fleet managers may choose CARB's Milestone Option which de-links the obligation to integrate ZEVs from the fleet manager's new-vehicle purchase decision, and instead, establishes a commitment to convert portions of the fleet by target dates specified by CARB; this option still would require the District to purchase ZEVs and for District staff to provide a complete list and description of all vehicles in the current fleet by April 1, 2024 to establish a baseline that CARB can effectively monitor. At this time, CARB has established exemption pathways for consideration:

- | | |
|--------------------------------------|------------------------------------|
| • Backup vehicle exemption | • ZEV purchase exemption |
| • Daily usage exemption | • Mutual aid exemption |
| • ZEV infrastructure delay extension | • Non-repairable vehicle exemption |

District staff recommends the infusion of \$133,000 from the Dimension Water Treatment Plant Office Trailer budget of \$350,000 to augment the FY 2023-24 fleet/heavy equipment budget to cover the costs of the purchase of the four new trucks to defer the more expensive and uncertain purchase of ZEVs and related charging infrastructure. The justification for accelerating the purchase of these fleet vehicles is that many other water agencies and truck fleet operators have implemented the same strategy at this time, and the availability of gas-powered vehicles will decrease while prices will increase. More information may be provided at the time of the meeting.

FUNDING SOURCE:
FY 2023-24 CIP Budget

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | AUGUST 17, 2023**

FISCAL IMPACT (PROJECT BUDGET):

\$249,928.80

ENVIRONMENTAL COMPLIANCE:

Not Applicable

COMMITTEE STATUS:

This matter was reviewed with the Engineering/Operational Committee.

RECOMMENDED ACTION:

Ratify the purchase of four (4) new utility truck fleet vehicles from Tuttle Click Ford for a not to exceed amount of \$249,928.80.

EXHIBIT:

1. Tuttle Click Ford Quote for Ford F250 Utility Body Truck

CONTACTS (staff responsible): PALUDI/PEREA/STROUD



| | | |
|---|---------------------|------------------------------|
| BUYER | CO-BUYER | Deal #: 181713 |
| TRABUCO CANYON WATER DISTRICT 32003 DOVE CANYON RD TRABUCO CANYON, CA 92679 | | Deal Type: Retail |
| Cell #: (949) 309-0095 | | Deal Date: 03/22/2023 |
| Email: NONE | Salesperson: | Print Time: 02:26pm |

| VEHICLE | | | | | |
|--|-----------------|-----------------------------|-------------------|-----------------|--|
| New <input checked="" type="checkbox"/> | Stock #: | Description: | VIN: | Mileage: | |
| Used <input type="checkbox"/> | FC421687 | 2022 FORD TRUCK S-DTY F-250 | 1FT7X2BN5NEF91564 | 6 | |
| Demo <input type="checkbox"/> | | | | | |

| TRADE | |
|-------|--|
| | |

| AFTERMARKETS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|----|--------------------|----|------------------|------------------------------|----|------|------------------------|----|------|--------------------------|----|------------------|----------|----|-------|----------------------|----|----------|-------------------------|----|------|--------------------------|----|------------------|---------------------|----|------|-------------------------|----|------------------|------------------------------|----|------|-------------------|----|------------------|--------------------|----|------|------------------------|----|------|----------------|----|------|---------------------------------|----|------|--------|----|------|-------------------------|----|------------------|
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="0"> <tr> <td>Sale Price:</td> <td>\$</td> <td>57,000.00</td> </tr> <tr> <td>Total Financed Aftermarkets:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Total Trade Allowance:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Trade Difference:</td> <td>\$</td> <td>57,000.00</td> </tr> <tr> <td>Doc Fee:</td> <td>\$</td> <td>85.00</td> </tr> <tr> <td>State & Local Taxes:</td> <td>\$</td> <td>4,424.09</td> </tr> <tr> <td>Total License and Fees:</td> <td>\$</td> <td>8.75</td> </tr> <tr> <td>Total Cash Price:</td> <td>\$</td> <td>61,517.84</td> </tr> <tr> <td>Total Trade Payoff:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Delivered Price:</td> <td>\$</td> <td>61,517.84</td> </tr> <tr> <td>Cash Down Payment + Deposit:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Sub Total:</td> <td>\$</td> <td>61,517.84</td> </tr> <tr> <td>Service Agreement:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Maintenance Agreement:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>GAP Insurance:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Credit Life, Accident & Health:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>Amount Financed:</td> <td>\$</td> <td>61,517.84</td> </tr> </table> | | Sale Price: | \$ | 57,000.00 | Total Financed Aftermarkets: | \$ | 0.00 | Total Trade Allowance: | \$ | 0.00 | Trade Difference: | \$ | 57,000.00 | Doc Fee: | \$ | 85.00 | State & Local Taxes: | \$ | 4,424.09 | Total License and Fees: | \$ | 8.75 | Total Cash Price: | \$ | 61,517.84 | Total Trade Payoff: | \$ | 0.00 | Delivered Price: | \$ | 61,517.84 | Cash Down Payment + Deposit: | \$ | 0.00 | Sub Total: | \$ | 61,517.84 | Service Agreement: | \$ | 0.00 | Maintenance Agreement: | \$ | 0.00 | GAP Insurance: | \$ | 0.00 | Credit Life, Accident & Health: | \$ | 0.00 | Other: | \$ | 0.00 | Amount Financed: | \$ | 61,517.84 |
| Sale Price: | \$ | 57,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Financed Aftermarkets: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Trade Allowance: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Trade Difference: | \$ | 57,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Doc Fee: | \$ | 85.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State & Local Taxes: | \$ | 4,424.09 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total License and Fees: | \$ | 8.75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Cash Price: | \$ | 61,517.84 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Trade Payoff: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Delivered Price: | \$ | 61,517.84 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cash Down Payment + Deposit: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sub Total: | \$ | 61,517.84 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Service Agreement: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maintenance Agreement: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GAP Insurance: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Credit Life, Accident & Health: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount Financed: | \$ | 61,517.84 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Aftermarkets: | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rate: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Amount Financed: | \$ | 61,517.84 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Sheri Schoonover

Commercial Fleet Director
sschoonover@tuttleclick.com

Direct Phone: (949) 472-5216 / Direct Fax: (949) 472-5315



KTP-000801 CA

71C 069

6B LABL ADJ 2 COV X PRC5 B10 RAMP BUMP

1FT7X2BN5NEF91564

SUPER

MAIL

FC421687

010178
429/474

1FT7X2BN5 NEF91564 NB



ford.com

VEHICLE DESCRIPTION

SUPER DUTY

NE F91564

2022 F250 SRW 4X4 SUPERCAD
XL 164" WB STYLESIDE
7.3L DEUCT NA PFI V8 ENGINE
10-SPEED AUTOMATIC

EXTERIOR OXFORD WHITE
INTERIOR MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- | | | | |
|--|--|--|---|
| <p>EXTERIOR</p> <ul style="list-style-type: none"> • BOX RAIL/TAILGATE MOLDINGS • DOOR HANDLES - BLACK • HEADLAMPS - AUTOLAMP (ON/OFF) • LOCKING REMOVABLE TAILGATE • PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT • SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT • TOW HOOKS • TRAILER SWAY CONTROL • WIPERS- INTERMITTENT | <p>INTERIOR</p> <ul style="list-style-type: none"> • 60/40 FOLD-UP REAR BENCH SEAT • AIR COND, MANUAL FRONT • DRIVER SEAT-MANUAL LUMBAR • OUTSIDE TEMP DISPLAY • PARTICULATE AIR FILTER • STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO • VINYL SUN VISORS | <p>FUNCTIONAL</p> <ul style="list-style-type: none"> • 4-WHEEL ANTILOCK BRAKE SYS • FORDPASS™ CONNECT • HILL START ASSIST • JEWEL EFFECT HEADLAMPS • MANUAL LOCKING HUBS • MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR • MYKEY® • REAR VIEW CAMERA NA W/BOX DLT | <p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> • ADVANCETRAC™ WITH RSC® • AIRBAGS - SAFETY CANOPY® • BELT-MINDER CHIME • DRIVER/PASSENGER AIR BAGS • SECURILOCK® ANTI-THEFT SYS • SOS POST-CRASH ALERT SYS™ <p>WARRANTY</p> <ul style="list-style-type: none"> • 3YR/36,000 BUMPER / BUMPER • 5YR/60,000 POWERTRAIN • 5YR/60,000 ROADSIDE ASSIST • 5YR/100,000 DIESEL ENGINE |
|--|--|--|---|

| | |
|--|---|
| <p>INCLUDED ON THIS VEHICLE (MSRP)</p> <p>OPTIONAL EQUIPMENT/OTHER</p> <p>PREFERRED EQUIPMENT PKG.600A 2,045.00</p> <p>7.3L DEUCT NA PFI V8 ENGINE NO CHARGE</p> <p>10-SPEED AUTOMATIC 430.00</p> <p>3.55 ELECTRONIC-LOCKING AXLE POWER EQUIPMENT GROUP 1,100.00</p> <p>FRONT LICENSE PLATE BRACKET NO CHARGE</p> <p>XL DECOR PACKAGE NO CHARGE</p> <p>PLATFORM RUNNING BOARDS 445.00</p> <p>4G LTE WI-FI HOTSPOT REMOVAL - 20.00</p> <p>10000# GWR PACKAGE NO CHARGE</p> <p>50 STATE EMISSIONS NO CHARGE</p> <p>110V/400W OUTLET 175.00</p> <p>SPARE TIRE AND WHEEL NO CHARGE</p> <p>TRAILER BRAKE CONTROLLER 300.00</p> <p>TELESCOPIC TT MIRR-POWR/HTD SIG JACK</p> <p>LIFTLIFTER SWITCHES 165.00</p> <p>ADVANCED SECURITY PACK REMOVAL - 50.00</p> <p>XL VALUE PACKAGE 395.00</p> <p>CRUISE CONTROL</p> | <p>PRICE INFORMATION (MSRP)</p> <p>BASE PRICE \$45,780.00</p> <p>TOTAL OPTIONS/OTHER 4,985.00</p> <p>TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 50,765.00 1,795.00</p> |
|--|---|

| | | | | |
|----------|------|--------|---------------------------|--|
| RAMP ONE | CD27 | CONVOY | ITEM #: 71-9611 O/T 59 | <p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.</p> |
| RAMP TWO | | | | |

TOTAL MSRP \$52,560.00

SPECIAL ORDER
R576 R 6B 2X 280 000801 12 21 22

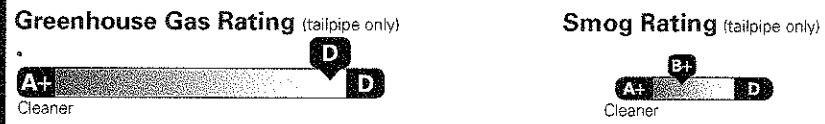
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

California Air Resources Board Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|----------------------|-----------|-----------|
| Frontal Crash | Driver | ★ ★ ★ ★ ★ |
| | Passenger | ★ ★ ★ ★ ★ |

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

| | | |
|-------------------|------------|-----------|
| Side Crash | Front seat | ★ ★ ★ ★ ★ |
| | Rear seat | ★ ★ ★ ★ ★ |

Based on the risk of injury in a side impact.

Rollover ★ ★ ★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236



The FordPass™ Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford™. See in-vehicle settings for connectivity options.

*Based on 1977-2021 CY total sales. **FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 3NEF91564 TO #8028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/fordpass-termof

Scelzi Enterprises, Inc.
Truck Body Manufacturing

Invoice

P.O. Box 12066
Fresno, CA. 93776

| | |
|-----------|-----------|
| Date | Invoice # |
| 2/24/2023 | 244361 |

Phone # 559-237-5541 Fax # 559-496-3202

| |
|--|
| Bill To |
| TUTTLE CLICK FORD 43 AUTO CENTER DRIVE IRVINE, CA 92618-2803 |

| |
|---|
| Ship To |
| TUTTLE CLICK FORD, INC. 43 AUTO CENTER DRIVE IRVINE, CA 92618 |

| | | | | | | |
|--------------|-------------------|---------------|---------------|-----------------|-----------|------------------------------|
| P.O. Number | Terms | Rep | Delivery Date | Via | F.O.B. | Work Order |
| | C.O.D. ONLY | CS/NV | 2/24/2023 | SCELZI DELIVERY | ORIGIN | 244361 |
| Model | SB 98 79 49 38 VO | Serial | 022376782... | VIN | NEF91564P | Attn SHERI SCHOONO... |

| Qty | Item Code | Description | Price Each | Amount |
|-----|--------------------|---|------------|-----------|
| 0 | Body Info | Body Info: - Model: SB-98-79-49-38-VO - Serial Number: 022376782LA - Key Number: W150 - Key Qty: 4.00 - Finish: Painted - Color: Z1 - Oxford White | 0.00 | 0.00 |
| 0 | Chassis Info | Chassis Info: - VIN: 1FT7X2BN5NEF91564 | 0.00 | 0.00 |
| 0 | SPECIAL FORD... | 2022 - FORD F-250 - 4X4 - SUPER CAB - SRW - 73 GAS - WHITE - 56"CA | 0.00 | 0.00 |
| 1 | SB-98-79-49-38-... | SERVICE BODY SRW 98 BODY LENGTH 79 BODY WIDTH 49 FLOOR WIDTH 38 COMPARTMENT HEIGHT | 10,656.00 | 10,656.00 |
| 1 | BUMPER SIG - 6 | 1EA - ALL LIGHTS L.E.D. 6" DIAMOND PLATE STEP BUMPER POWDER COATED GRAY 1EA - RELOCATE FACTORY HITCH 1EA - 7 WAY FLAT RV PLUG #12707 1EA - RELOCATE FACTORY BACK UP CAMERA | 0.00 | 0.00 |

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY) WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

Total

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.
Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.
As the purchaser, I agree to the terms and conditions herein.

Payments/Credits

Balance Due

PLEASE PAY FROM THIS INVOICE NO STATEMENT WILL BE RENDERED.

By _____

Scelzi Enterprises, Inc.
Truck Body Manufacturing

Invoice

P.O. Box 12066
Fresno, CA. 93776

| | |
|-----------|-----------|
| Date | Invoice # |
| 2/24/2023 | 244361 |

Phone # 559-237-5541 Fax # 559-496-3202

| |
|--|
| Bill To |
| TUTTLE CLICK FORD 43 AUTO CENTER DRIVE IRVINE, CA 92618-2803 |

| |
|---|
| Ship To |
| TUTTLE CLICK FORD, INC. 43 AUTO CENTER DRIVE IRVINE, CA 92618 |

| | | | | | | |
|--------------|-------------------|---------------|---------------|-----------------|-----------|------------------------------|
| P.O. Number | Terms | Rep | Delivery Date | Via | F.O.B. | Work Order |
| | C.O.D. ONLY | CS/NV | 2/24/2023 | SCELZI DELIVERY | ORIGIN | 244361 |
| Model | SB 98 79 49 38 VO | Serial | 022376782... | VIN | NEF91564P | Attn SHERI SCHOONO... |

| Qty | Item Code | Description | Price Each | Amount |
|-----|-----------------|---|------------|--------|
| 1 | LADDER RACK... | 2" X 2" X .120 WALL FORKLIFT ACCESS POWDER COATED WHITE | 0.00 | 0.00 |
| 1 | HAZ MAT - HW... | HAZARDOUS WASTE DISPOSAL FEE | 49.00 | 49.00 |
| 1 | WEIGHT CERTL... | WEIGHT CERTIFICATE OF COMPLETED UNIT 7800 LBS | 43.00 | 43.00 |
| 1 | FET - NON | VEHICLE 33000 LBS OR UNDER, NOT SUBJECT TO FET GVWR 10000 LBS | 0.00 | 0.00 |
| 1 | TRANSPORTA... | TRANSPORT ONE WAY TO IRVINE, CA | 0.00 | 0.00 |

A FINANCE CHARGE AT THE RATE OF 2% PER MONTH (24% ANNUALLY) WILL BE CHARGED ON PAST DUE ACCOUNTS.
Merchandise left in shop at a rate of \$5.00 per day for storage - after 30 days will be sold

| | |
|--------------|--------------------|
| Total | \$10,748.00 |
|--------------|--------------------|

Purchaser herein releases Scelzi Enterprises from any and all liability related to and arising from any modification of and/or tampering with any product manufactured, installed, and/or repaired by Scelzi Enterprises.
Should purchaser default in any of the terms hereof, he agrees to pay all costs, including, but not limited to reasonable attorney fees incurred by Scelzi Enterprises seeking enforcement herein of damages for breach or in pursuing any other remedy available to Scelzi Enterprises.
As the purchaser, I agree to the terms and conditions herein.

| | |
|-------------------------|--------|
| Payments/Credits | \$0.00 |
|-------------------------|--------|

| | |
|--------------------|--------------------|
| Balance Due | \$10,748.00 |
|--------------------|--------------------|

PLEASE PAY FROM THIS INVOICE NO STATEMENT WILL BE RENDERED.

By _____ *Shari*

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | AUGUST 17, 2023**

ACTION CALENDAR

ENGINEERING MATTERS

ITEM 12: DOVE CANYON PLAZA ONSITE FACILITIES AGREEMENT

Dove Canyon commercial retail center (Center) lies adjacent to the Administration Facility property of Trabuco Canyon Water District (District) on Dove Canyon Drive. The District provides water and sewer service to the Center. The center is owned by Dove Canyon Recovery Acquisition LLC (Owner) and the Owner is updating certain buildings in the Center for new tenants (“Hoag Health Center Dove Canyon” and a pharmacy). In connection with these updates, Owner has agreed to replace the fire service detector check assemblies for all buildings in the Center to comply with current Orange County Fire Authority standards and District Rules and Regulations.

Under the proposed agreement, the District agrees to provide continuous water service to the Center and, subject to compliance with District Rules and Regulations, approve Certificates of Occupancy for tenants as individual fire service upgrades are completed so that the Owner’s schedule for tenants’ business commencement can be met. Owner agrees to complete fire service upgrades for all remaining buildings in the Center within 180 days and will submit a \$25,000 deposit to be held in connection with work.

Additional information may be provided at the time of the Board meeting.

FUNDING SOURCE:

Dove Canyon Recovery Acquisition LLC maintains a plan review deposit (initially \$5,000) to reimburse District expenses related to plan check, administration, legal, and inspection work.

FISCAL IMPACT:

Not applicable

ENVIRONMENTAL COMPLIANCE:

Not Applicable

COMMITTEE STATUS:

This matter was reviewed with the Executive Committee.

RECOMMENDED ACTION:

Authorize the General Manager to execute an Onsite Facilities Agreement for the approval of fire service improvements within the Dove Canyon Plaza with Dove Canyon Recovery Acquisition, LLC.

EXHIBIT:

None

CONTACTS (staff responsible): PALUDI/LAUSTEN

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | AUGUST 17, 2023**

**ACTION CALENDAR
ENGINEERING MATTERS**

ITEM 13: DOVE CANON PLAZA RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT

On June 22, 1989, a Reciprocal Land Use, Easement, and Maintenance Agreement (Original Agreement) was recorded on property known as Dove Canyon Plaza, now owned by Dove Canyon Recovery Acquisition, LLC (Owner) and Trabuco Canyon Water District (District). Among other terms -some of which no longer are necessary or constructive - the Original Agreement grants the District certain parking and access rights across the Center's property, and vice-versa for the Owner. The Original Agreement expires in 2040.

Both the District and the Owner now intend to clarify reciprocal easements for access to and parking on the Plaza property which will replace and supercede those conveyed in the Original Agreement, in perpetuity. Both parties intend to terminate the Original Agreement.

Additional information may be provided at the time of the Board meeting.

FUNDING SOURCE:

Not applicable

FISCAL IMPACT:

Not applicable

ENVIRONMENTAL COMPLIANCE:

Not Applicable

COMMITTEE STATUS:

This matter was reviewed with the Executive Committee.

RECOMMENDED ACTION:

Authorize the General Manager to execute a Reciprocal Access and Parking Agreement for Dove Canyon Plaza with Dove Canyon Recovery Acquisition, LLC, and take any actions necessary to terminate any previous and no longer needed access and parking agreement related to Dove Canyon Plaza.

EXHIBIT:

None

CONTACTS (staff responsible): PALUDI/LAUSTEN

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | AUGUST 17, 2023**

ACTION CALENDAR

LEGISLATIVE AND OTHER MATTERS

ITEM 14: LOCAL GOVERNMENTAL AND LEGISLATIVE MATTER(S)

Staff may provide information at the time of the meeting.

RECOMMENDED ACTION:

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

CONTACTS (staff responsible): PALUDI

**TRABUCO CANYON WATER DISTRICT
REGULAR BOARD MEETING | AUGUST 17, 2023**

ACTION CALENDAR

CLOSED SESSION(S)

ITEM 15: REPORT OF ACTION(S) TAKEN IN CLOSED SESSION

RECOMMENDED ACTION:

Provide announcement(s) of action(s) taken in Closed Session(s), if any.

CONTACTS (staff responsible): PALUDI/COLLINS